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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 1, 2026 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER**

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   A. Approval of minutes from the May 18, 2026 Regular Meeting.

6. **PROCLAMATIONS**

   A. National Gun Violence Awareness Day, Treasure Coast–Moms Demand Action

   B. Revive Awareness Day, Florida Health

   C. Community Action Month, The Agricultural and Labor Program Inc.

7. **LETTERS TO COMMISSION**

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

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

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

actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

A. Approval of the Fort Pierce Youth Council's recommendations for the recipients of the City of Fort Pierce Youth Awards: Aurora Morales, Role Model Award; Dana Gomez Rodriguez, Humanitarian Award; Emily Tourjee, Humanitarian Award; and Robert Funches - Student Athlete Award; if approved, students will be recognized at a future City Commission meeting.

B. Approval of Specific Authorization No. 1 to RFQ No 2025-022 for Professional Engineering Services to Captec Engineering for the design of the Historic Downtown Retrofit Design project in an amount not to exceed $50,000.00.

C. Approval of Ferreira Construction Change Order No. 1 in the amount of negative $226,261.52; a net savings of $55,873.72 after a direct material purchase from FPUA on the Indian River Drive Roadway Reconstruction project.

D. Approval to purchase street lighting materials directly from FPUA at a cost of $170,387.80 for the Indian River Drive Roadway Reconstruction as part of a savings effort.

E. Approval for City Attorney Sara Hedges to attend the 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA) in Bonita Springs, Florida from July 8 to July 11, 2026 at a cost of $1,733.51.

F. Approval to increase purchase order 260449 for an additional $28,506.19, bringing the total PO amount to $56,591.11 with Otto Environmental Services, Muskegon, MI, to cover the cost of replacement garbage, recycling, & yard waste carts.

G. Approval of contract with Forerunner Industries, Inc. for Floodplain and Inspection Services Software for a three (3) year period in the amount of $153,108.00, with two (2) one-year renewal options in the amount of $51,036.00 annually, in response to RFP No. 2026-007, as approved by the City Commission on January 5, 2026.

H. Approval and acceptance of the Florida Department of Law Enforcement (FDLE) FY24 –Project Safe Neighborhoods – Southern District of Florida (PSS) Grant Program, award number PS001 in the amount of $137,190 to be used to purchase specialized equipment, overtime for officers participating in Operation Cease Fire through the Courageous Kids Program and R.I.C.H. House, along with overtime for Professional Staff of the Police Department assigned to assist the officers.

I. Approval of CDBG Coach Fenn Park Improvement Project Unit Price Construction Contract with SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction for General Commercial Contractor Services in the amount of $626,591.15.

J. Approval of Informed consent and waiver of potential conflict of interest for the representation of the City by C. Valentin Law.

12. **PUBLIC HEARINGS**

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

A. Legislative Hearing - Ordinance 26-010 - An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Pulte Cornerstone Planned Development Zone in respect of two (2) parcels containing approximately 49.92 acres, more or less, and being located at or near 2721 South Jenkins Road in Fort Pierce, Florida; To approve the Pulte Cornerstone Final Site Plan; Approving the first amendment to the Planned Development Zoning Agreement; Providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict; providing for an effective date. Subject Property: Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. SECOND READING

B. Quasi-Judicial Hearing - Review and Approval of an application (PZCON2025-00010) for a Conditional Use to operate a private school serving Pre-Kindergarten through 8th Grade, with a capacity for up to 200 students at 510 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2410-606-0004-000-3.

13. **CITY COMMISSION**

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

A. PO Report

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: 06/01/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of minutes from the May 18, 2026 Regular Meeting.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

5.18.2026 minutes

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, MAY 18, 2026.

1. CALL TO ORDER

Mayor Hudson called this meeting to order at 5:05pm.

2. OPENING PRAYER - Pastor Andrew Brown - Full Gospel Tabernacle of Deliverance.

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

Present: Commissioner Michael Broderick; Commissioner Chris Dzadovsky; 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 May 4, 2026 Regular Meeting.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes from the May 4, 2026 regular meeting.

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

Passed

6. **PROCLAMATIONS**

A. Trauma Survivor Day, HCA Florida Lawnwood Hospital

B. Lupus Awareness Month, Lupus Foundation of America's Southeast Region

C. Platts Backus House's 130th Anniversary, Main Street Fort Pierce

7. **LETTERS TO COMMISSION**

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to remove item 11H at the request of Staff and approve the agenda as amended.

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

Passed

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

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Rick Reed
Michelle Longarzo

10. MISCELLANEOUS REPORTS

A. Second Quarter Financial Report

Johnna Morris, Finance Director, gave a brief presentation covering the City's revenue and expenditures for the second quarter of the 2026 Fiscal Year. Mayor Linda Hudson inquired if the actual revenue of the general fund will meet the budgeted revenue of $67,787,211; Ms. Morris provided that the City is on target to meet the projected revenue. Commissioner Curtis Johnson Jr. inquired if the third quarter report would show the increased expenditure for the Solid Waste Division reflecting the increase in the landfill fee costs; Ms. Morris confirmed. Commissioner Johnson questioned if there were any major concerns. Ms. Morris stated there are no major concerns, the budget is on track to meet the projections and any areas that are lagging are being monitored for improvement. Commissioner Chris Dzadovsky questioned if the recent freeze that led to many citizens cutting down trees created an increase in expenditures for the Solid Waste Division; Ms. Morris provided that the Public Works Interim Director would be better suited to provide an answer if there is a correlation. Commissioner Johnson raised concern regarding the Animal Shelter's expenditures and requested it be discussed in a workshop to review the possible revenue generators and rectify their expenditure. Commissioner Arnold Gaines seconded Commissioner Johnson's concern regarding the Animal Shelter and suggested the workshop be placed on a future Day meeting agenda.

11. CONSENT AGENDA

A. Approval of expenditure for Solid Waste Annual Purchase Order with Elpex Tires for refuse truck tires, service, and warranty repairs in an amount not to exceed $200,000.00, utilizing Florida Sheriffs Association Contract FSA25-TRS27.0.

B. Approval of Culpepper & Terpening's Specific Authorization No. 3 in an amount not to exceed $112,340.00 for the associated professional engineering services of the S. Depot Drive Corridor improvements.

C. Approval of Culpepper and Terpening, Inc., Specific Authorization No. 5 for the Jetty Park Pier Survey at an amount of $6,200

D. Approval to increase Purchase Order No. 260503 with The Peterbuilt Store, Fort Pierce, FL, to provide parts and repairs for Solid Waste refuse trucks from $50,000 to $100,000.

E. Approval to increase purchase order 260364 from $46,410.00 to $71,910.00 (an additional $25,500.00) with RDK Truck Sales, Tampa, FL to cover the cost of refuse truck rentals.

F. Approval of an additional expense of $9,775 to complete the Sunrise Theatre AC Chiller Replacement Project.

G. Approve and execute the Supplemental Agreement No. 1 to FDOT Contract G-2X21 for a time extension to December 31, 2027.

H. PULLED AT THE REQUEST OF STAFF. Approval of Specific Authorization No. 1 for Consor North America, Inc. under RFQ 2025-022 for Construction Engineering and Inspection Services for the Nebraska Avenue Sidewalk project from Lawnwood Circle to S 13th Street in the amount of $96,633.80.

I. Approval of expenditure to increase Purchase Order No. 260699 with Burch Construction to provide residential rehabilitation services for a resident on Avenue H from $60,255.00 to $73,780.00; total change order amount of $13,525.00 due to unforeseen site conditions and necessary plumbing repairs identified during rehabilitation construction activities.

Commissioner Curtis Johnson Jr requested to pull items 11D and 11E of the Consent Agenda.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Chris Dzadovsky to approve items 11A through 11C and 11F, 11G, and 11I of the Consent Agenda.

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

Passed

As to item 11D, Commissioner Curtis Johnson Jr. opened the discussion regarding the trash collection concerns and the expenditures for the Solid Waste Division. Devoshay Johnson, Deputy City Manager and Public Works Interim Director, discussed the turn-over the Solid Waste Division has experienced. Mr. Johnson shared they are implementing a routing system to optimize the routes and implementing route maps which will assist in cutting down training time and ensuring that all stops are collected. Mr. Johnson shared that the shortage in staff has had an impact on the trash collection further impacting the current delays the City is facing. Mr. Johnson stated the Solid Waste Division is being restructured to add in field operators, dispatchers, and administrative staff to make operations work flow more efficient. Commissioner Johnson commented on the increase in illegal dumping which has generated a greater expense for the Solid Waste Division. Mr. Johnson stated the illegal dumping often are items not meant to be picked up, such as concrete and rebar which then damages the fleet trucks. Commissioner Arnold Gaines commented on the hazards of dumping on sidewalks and the streets, which creates safety hazards for children walking to school and brings pests into the community. Mr. Johnson stated that the Solid Waste Division and the Code Enforcement Department will be coordinating to cite citizens who are not following the regulations for garbage and recycling pick-up. Commissioner Chris Dzadovsky suggested the City and St. Lucie County coordinate to work on improving the efficiency of the collection routes and possibly contracting work with the County to catch up on the Solid Waste collection. Mayor Linda Hudson asked how the residents of Fort Pierce will be aware of what is being collected and when. Mr. Johnson stated that the Communications Department will be preparing media packages that will notify the residents of the dates, times, and the size limit of trash and recyclables that are being collected.

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

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

Passed

As to item 11E, Commissioner Curtis Johnson Jr. had no comments.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Chris Dzadovsky to approve item 11E of the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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

A. Quasi-Judicial Hearing - Application for Major Site Plan Amendment to existing Conditional Use has been submitted by property owner, Bishop of Diocese Palm Beach and Representative McCarty & Associates Land Planning, to add an additional 45,159 sq. ft building on John Carroll High School, located at 407 S. 33rd St. and 3402 Delaware Ave., Fort Pierce, FL. The property is zoned Medium Density Residential, R-4.

City Clerk Linda Cox introduced the application for Major Site Plan Amendment to an existing Conditional Use submitted by property owner, Bishop of Diocese Palm Beach and Representative McCarty & Associates Land Planning, to add an addition to John Carroll High School, located at 407 S. 33rd St. and 3402 Delaware Ave., Fort Pierce, FL.

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

Ex parte Communications:
Commissioner Broderick – Yes, met with the developers and the planning group.
Commissioner Dzadovsky – Yes, met with the developers and the planning group and received emails regarding the development.
Commissioner Gaines – Yes, met with the developers and the planning group.
Commissioner Johnson – Yes, met with the developers and the planning group and received emails regarding the development.
Mayor Hudson – Yes, watched the Planning Board meeting, received emails, and phone calls regarding the development.

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

Staff presentation: Kerry Driver, Senior Planner, presented the Major Site Plan Amendment to John Carroll High School located at 407 S. 33rd Street and 3402 Delaware Avenue. This project is to include the construction of a 45,159 sq. ft. building to the existing Conditional Use. The additional building to be added to John Carroll High School is to be used for academic, administrative, and chapel use. Ms. Driver shared that there will be 259 parking spaces on site: 251 regular spaces, 4 ADA-compliant spaces, and 4 bus spaces. Ms. Driver highlighted the two retention ponds and the architectural design of the addition to be constructed. At the April 13th, 2026, Planning Board meeting, it was recommended for approval with the following six (6) conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement, provided by the COFP must be notarized and submitted.
2. A Site Development Permit is required with St. Lucie County Public Works Department.
3. A land clearing permit must be submitted and approved prior to the submission of the development permit with COFP.
4. A tree removal permit with mitigation is required prior to the development permit.

5. All sign permits shall be filed separately of development permit.
6. Demolition permits are required prior to submission of site development permits.

Commission questions to Staff: Commissioner Michael Broderick questioned if the applicant had been unwilling to provide anything for this development. Kev Freeman, Planning Director, stated that the applicants have been very cooperative. Mr. Freeman and Ms. Driver expressed satisfaction with the developers. Mr. Freeman stated that the developers utilized good architects to enhance the design elements of this project. Commissioner Chris Dzadovsky questioned if there are remaining concerns or issues with the County regarding drainage for the site. Ms. Driver shared that the County had a condition for approval that the applicant had to submit a site development permit with the County prior to development to map out any concerns and addressed the drainage for the site. Mayor Linda Hudson questioned if the entrance and exit have been changed; Ms. Driver provided that no changes to the layout of the site plan have been made, the entrance and exit remain the same.

Applicant presentation: Mike McCarty with the McCarty & Associates planning group representing John Carroll High School gave a brief presentation of the development. Mr. McCarty shared that the additional building to be constructed will be a 3 storey building to replacing outdated classroom and 8 portables on site. Mr. McCarty stated approximately 12,000 sq. ft. of the existing building will be demolished along with 8 portables removed from the site to make room for the new construction. Mr. McCarty stated the development will include the improvement to the stormwater treatment system, paved parking lots, pedestrian crossing throughout the campus, and realigning the access point on Delaware Avenue. Commissioner Dzadovsky questioned if the fire district had any concerns regarding emergency access to the site; Mr. McCarty provided that the fire district reviewed and approved the site plan with no concerns regarding access. Commissioner Gaines questioned if there were any community concerns brought to the developers; Mr. McCarty stated there were concerns with traffic that the developers are addressing. Mr. McCarty stated that they are implementing practices to relieve traffic congestion. Commissioner Johnson questioned if the traffic study was completed with the maximum number of students enrolled in John Carroll; Mr. McCarty confirmed. Corey Heroux, John Carroll President, gave a brief history of John Carroll and stated that this development is an opportunity to invest in their community and better the education provided to its students.

Public Comments:
Christopher Sevine
Joey Trefelner
Jennifer Melville Trefelner
Natalie Westerhaver
Glynn Secorsky
Karen Emerson
James Clasby

Mayor Hudson closed the public hearing and indicated now was the time for deliberations.
Mayor Hudson requested that Mr. McCarty address some of the concerns brought forward during the Public Comments. Mr. McCarty addressed the traffic concerns. Mr. McCarty shared that only a portion of the entire site is being developed and if there are any future developments to the rest of the site, the public will be notified prior to the commencement of any future work. Commissioner Broderick shared his sentiment that this renovation is a great thing for John Carroll High School and is a great improvement for the City of Fort Pierce. Commissioner Gaines voiced concern that some residents of Dark Hammocks stated they were not notified and requested the developers meet with those residents to address their concerns. Commissioner Gaines suggested the developer coordinate with the County to work on improvements to the road of 36th Street for John Carroll students' safety.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 12A with the 6 staff conditions.

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

Passed

B. Quasi-Judicial Hearing - Ordinance 26-010 - An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Pulte Cornerstone Planned Development Zone in respect of two (2) parcels containing approximately 49.92 acres, more or less, and being located at or near 2721 South Jenkins Road in Fort Pierce, Florida; To approve the Pulte Cornerstone Final Site Plan; Approving the first amendment to the Planned Development Zoning Agreement; Providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict; providing for an effective date. Subject Property: Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

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

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE IN RESPECT OF TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA; TO APPROVE THE PULTE CORNERSTONE FINAL SITE PLAN; APPROVING THE FIRST AMENDMENT TO THE PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Mayor Linda Hudson reminded everyone this is a Quasi-Judicial hearing.
Mayor Linda Hudson called the proceeding to order.
City Clerk Linda Cox confirmed that the city complied with the advertisement and notice requirements.

Ex parte Communications:
Commissioner Broderick – Yes, met with the development team.
Commissioner Dzadovsky – Yes, met with the development team.
Commissioner Gaines – Yes, met with the development team.
Commissioner Johnson – Yes, met with the development team.
Mayor Hudson – Yes, met with part of the development team regarding the art piece and watched the Planning Board meeting.

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

Staff presentation: Vennis Gilmore, Senior Planner/Historic Preservation Officer, presented the amendment to the Pulte Cornerstone Planned Development Zone Final Development Plan for the subject property located at 2721 South Jenkins Road. The application proposes a 239 single-family residential community including a park area providing an additional buffer for the new neighborhood from I-95. An art installation will be visible to the traveling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce. The proposed art identity feature was rejected by the Planning Board; Mr. Gilmore presented the Planning Board's suggestion for unique identity features. At the April 13th, 2026, Planning Board meeting, it was recommended for approval with the following eight (8) conditions:

1. 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.
2. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.
3. 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.
4. 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.
5. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with the applicable City Code

requirements.
6. Prior to plat approval, 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 66db(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.
7. 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 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.
8. The applicant shall receive final Identity Feature/Monument Sign design approval by the Planning Board and City Commission prior to final certificate of occupancy of phase 1.

Commission questions to Staff: Mayor Linda Hudson inquired when the applicant was notified of the kind of identity feature that the Planning Board was looking for. Mr. Gilmore provided that the suggestions were provided after the Planning Board meeting on April 13th, 2026. Commissioner Arnold Gaines asked if the City requested the art feature; Mr. Gilmore provided the developer gave the suggestion of the art feature. Kev Freeman, Planning Director, shared that due to the City's discussions of creating an identity feature welcoming individuals entering the City of Fort Pierce on Gateway, the developers suggested adding an art feature viewable from I-95. Mr. Freeman stated that the identity feature they are looking for is to benefit the City as a whole rather than being a landmark for the development. Commissioner Gaines raised concern that the identity feature being viewable from I-95 will increase distracted drivers and traffic accidents. Commissioner Johnson shared that he is in favor of the art feature but requested examples of what the Planning Board would expect for future developers. Commissioner Chris Dzadovsky questioned if the Planning Board requesting the developers to add an art feature is to Code; Mr. Freeman shared that it is permissible since it is classified as a public benefit. Commissioner Michael Broderick questioned if the applicant had been unwilling to provide anything for this development; Mr. Gilmore shared that the developers have been very cooperative. Commissioner Broderick stated that the signage would benefit both the City and the developers and questioned what the timeline is for the signage based on staff conditions. Mr. Gilmore stated that the signage is to be presented prior to Phase 1.

Applicant presentation: Leslie Olson, District Planning Group, gave a brief presentation of the site development project. Aimee Carlson, Pulte-Cornerstone, presented the newly proposed identity features. Lee Dobbins, Attorney for Pulte-Cornerstone, was available for questions. Commissioner Dzadovsky asked Mr. Dobbins for his opinion on what may push outside investors from coming to the City of Fort Pierce; Mr. Dobbins provided that costs, time constraints, and consultants are all challenges. Commissioner Broderick questioned what is the purpose of the site's easement and what problems must be resolved with the easement. Mr. Dobbins stated the easement has been resolved, and the purpose was to provide a previous project access to an adjacent property.

Public Comments: No comments.

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

deliberations.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve item 12B with the 8 staff conditions with condition #8 reflecting Identity feature #1.

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

Passed

13. CITY COMMISSION

A. Resolution 26-R31 - Entering an Interlocal Funding Agreement Between the City of Fort Pierce and the Fort Pierce Redevelopment Agency for the Depot Drive Parking Lot Project

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

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ENTERING INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF FORT PIERCE REDEVELOPMENT AGENCY WHEREBY THE FORT PIERCE REDEVELOPMENT AGENCY WILL PROVIDE FUNDING FOR THE DEPOT DRIVE PARKING LOT IMPROVEMENT PROJECT, AND THE CITY OF FORT PIERCE WILL BE RESPONSIBLE FOR PROJECT MANAGEMENT; PROVIDING FINDINGS; PROVIDING AUTHORIZATION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Michael Broderick inquired if the agreement with St. Lucie County is still in place where the County will be paying for half of the improvement costs. Shyanne Harnage, Community and Economic Director, confirmed that this interlocal agreement is for the design of the improvement. FPRA will then present the design to the County. Commissioner Broderick recommended that FPRA should get the County's involvement in the design aspect to remind the County of their involvement in funding the improvement costs. Commissioner Arnold Gaines voiced concern if the agreement with the County was not set in place. Commissioner Gaines suggested that the City and FPRA should confirm the agreement with the County before moving forward with the thought that the County will be funding half of the improvement costs. Commissioner Chris Dzadovsky shared his recollection of the agreement from when he was a County Commissioner. Commissioner Dzadovsky shared his sentiments that the agreement would be favorable since the Courthouse is in need of more parking.

Motion was made by Commissioner Chris Dzadovsky, seconded by Commissioner Arnold Gaines to approve Resolution 26-R31.

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

Passed

B. Resolution 26-R32 - Entering an Interlocal Funding Agreement Between the City of Fort Pierce and the Fort Pierce Redevelopment Agency for the Jetty Park West Improvements Project

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

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ENTERING AN INTERLOCAL FUNDING AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND THE FORT PIERCE REDEVELOPMENT AGENCY FOR THE JETTY PARK WEST IMPROVEMENTS PROJECT, WHEREBY THE FORT PIERCE REDEVELOPMENT AGENCY WILL PROVIDE FUNDING FOR THE PROJECT, AND THE CITY OF FORT PIERCE WILL BE RESPONSIBLE FOR

PROJECT MANAGEMENT; AND PROVIDING FINDINGS; PROVIDING AUTHORIZATION; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution 26-R32.

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

Passed

C. Discussion regarding renewal of City Attorney Sara Hedges contract.

Mayor Linda Hudson highlighted that all three Charter Officers' contracts have the 90-day renewal clause. Commissioner Chris Dzadovsky opened the discussion with an overview of the Charter Officers' contracts and provided commentary that the contracts should provide clear operational boundaries. Mayor Hudson passed the gavel to Commissioner Arnold Gaines as Mayor Pro Tem.

Commissioner Curtis Johnson Jr. called point of order and requested that the rest of the Commission have an opportunity to provide commentary in the discussion. Commissioner Johnson agreed with Mayor Hudson's commentary that the Commission must meet with each Charter Officer to review and discuss any concerns in their roles. Commissioner Johnson provided it is also important for the Commission to meet and come to an agreement on each Charter Officers' roles. Commissioner Dzadovsky expressed that the Commission needs to have a formal Performance Review of each Charter Officer. Mayor Hudson provided clarity that the performance reviews for each Charter Officer takes place annually during the June Day meeting and suggested all of the Commission needs a refresher on the City Charter. Commissioner Gaines stated there is a motion on the floor and asked for the roll to be called.

Motion was made by Commissioner Michael Broderick, seconded by Mayor Linda Hudson to renew City Attornery Sara Hedges' contract for 1 year.

AYE: Commissioner Michael Broderick, Mayor Linda Hudson

NAY: Commissioner Chris Dzadovsky, Commissioner Arnold Gaines, Commissioner Curtis Johnson, Jr.

Failed

Mayor Hudson asked if City Attorney Sara Hedges had any comments. Ms. Hedges stated she is restricted from making commentary based on Bar Ethics Rules.

Motion was made by Commissioner Chris Dzadovsky, to not renew City Attorney Sara Hedges' contract. Motioned died with lack of second.

Commissioner Johnson expressed frustration that decisions regarding the Charter Officers' contracts are being made without the Commission having the opportunity to have discussions with each Officer.

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.

Charles Wilson
Michelle Longarzo
Rick Reed
George Collins
Howard Dunn Jr.

15. COMMENTS FROM THE CITY MANAGER

A. PO Report

No comments.

16. COMMENTS FROM THE COMMISSION

Commissioner Arnold Gaines showed a Francis K. Sweet Elementary School student's Haiti Flag to commemorate Haitian-American Flag Day. No further 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.

Mayor Hudson adjourned this meeting at 9:35pm.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 06/01/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Gun Violence Awareness Day, Treasure Coast–Moms Demand Action

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

National Gun Violence Awareness Day proclamation

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, nearly 130 people in the United States are killed by gun violence every day, and more than 200 are shot and wounded, with an average of more than 19,000-gun homicides every year; and

WHEREAS, Florida has 3,172-gun deaths every year, with a rate of 13.6 deaths per 100,000 people, a crisis that costs the state $40.3 billion each year, of which $875.9 million is paid by taxpayers. Florida has the 34th highest rate of gun deaths in the US; and

WHEREAS, cities across the nation, including in Fort Pierce, are working to end the senseless violence with evidence-based solutions; and

WHEREAS, support for the Second Amendment rights of law-abiding citizens goes hand-in-hand with keeping guns away from those who are a danger to themselves or others; and

WHEREAS, gun violence prevention is more important than ever as we see gun violence continue to impact communities across the country;

WHEREAS, in January 2013, Hadiya Pendleton was tragically shot and killed at age 15; and on June 5, 2026, to recognize the 29th birthday of Hadiya Pendleton, people across the United States will recognize National Gun Violence Awareness Day; and

WHEREAS, by wearing orange on June 5, 2026, people across the United States will raise awareness about gun violence and honor the lives of gun violence victims and survivors; and

WHEREAS, we renew our commitment to reduce gun violence and pledge to do all we can to keep firearms out of the hands of people who should not have access to them and encourage responsible gun ownership to help keep our families and communities safe.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim June 5, 2026 as:

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

National Gun Violence Awareness Day

in the City of Fort Pierce and encourage all citizens to support their local communities' efforts to prevent the tragic impacts of gun violence and to save lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 1st day of June 2026.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 06/01/2026

Re:

SUBJECT:

Revive Awareness Day, Florida Health

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Revive Awarness Day proclamation

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, the opioid crisis continues to significantly impact our community, resulting in preventable loss of life; and

WHEREAS, Revive Awareness Day was established statewide through Senate Bill 66, known as Victoria's Law, inspired a statewide movement to expand naloxone access, increase awareness, and prevent future overdose deaths; and

WHEREAS, the City of Fort Pierce recognizes and remains committed to supporting prevention, treatment, recovery, education, and stigma-reduction efforts; and

WHEREAS, the Opioid Abatement Team at the Florida Department of Health in St. Lucie County is committed to expanding access to naloxone, coordinating overdose-prevention initiatives, supporting community partnerships in promoting education, recovery, and stigma reduction throughout the community; and

WHEREAS, Revive Awareness Day offers an important opportunity for our community to honor the lives lost to overdose and engage in community activities that symbolize resilience, recovery, and our collective commitment to saving lives; and

WHEREAS, communities across Florida unite each year on June 6 to reaffirm their shared commitment to reducing stigma, expanding life-saving resources, and strengthening support for individuals and families affected by substance use disorders; and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim June 6, 2026 as:

Revive Awareness Day

in the City of Fort Pierce and encourages residents, health care providers, community organizations, and local businesses to participate in activities that promote overdose prevention, recovery support, and community healing.

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 1st day of June 2026.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 06/01/2026

Re:

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Community Action Month, The Agricultural and Labor Program Inc.

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Community Action Month Proclamation

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, Community Action creates pathways to prosperity by helping hardworking families achieve economic independence rather than keeping them reliant on government assistance; and

WHEREAS, Community Action is built on innovative, responsive, and efficient programs that are uniquely tailored to meet local needs; and

WHEREAS, Community Action delivers high-impact, cost-effective results that generate a significant return on investment for local communities; and

WHEREAS, Community Action invests in private-sector job creation and career training, ensuring that communities grow through free-market solutions; and

WHEREAS, Community Action Agencies are trusted pillars of the community that engage volunteers who donate their time to advance local progress, support working families, and contribute to lasting community success; and

WHEREAS, Community Action programs are both necessary and popular – delivering effective, high-quality assistance that strengthens community resilience and fosters local prosperity.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim May 2026 as:

Community Action Month

in the City of Fort Pierce in recognition of the hard work and dedication of all Fort Pierce, Florida Community Action Agencies.

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 1st day of June 2026.

_____

MAYOR/COMMISSIONER

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

Meeting Date: 06/01/2026

Re: City of Fort Pierce Youth Award Recognition Program

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

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SUBJECT:

Approval of the Fort Pierce Youth Council's recommendations for the recipients of the City of Fort Pierce Youth Awards: Aurora Morales, Role Model Award; Dana Gomez Rodriguez, Humanitarian Award; Emily Tourjee, Humanitarian Award; and Robert Funches - Student Athlete Award; if approved, students will be recognized at a future City Commission meeting.

SUMMARY:

In January 2026, the City issued a call for nominations for the Youth Award Recognition Program, supported by a news release distributed to local media outlets. The announcement was shared across the City's social media platforms and prominently featured on the City's website homepage until the nomination period closed on March 31, 2025. The release was also circulated to youth development organizations, social service agencies, non-profits, churches, and local businesses to ensure broad community outreach.

The Youth Award Recognition Program honors exceptional middle and high school students residing within the City of Fort Pierce. Eligible nominees must maintain a cumulative GPA of 2.8 or higher and demonstrate strong character through achievements in academics, community service, humanitarian leadership, innovation, or athletics.

A total of five nominations were received; however, one nominee did not meet the residency requirement. The remaining candidates have met all eligibility criteria and are recommended for recognition.

- **Aurora Morales** is an outstanding student and dedicated member of the Fort Pierce Police Explorers and the department's Courageous Kids / RICH House program. She is known for her maturity, strong work ethic, and genuine commitment to serving others. In 2025, she was selected as a Junior Instructor with Treasure Coast Youth Sailing, where she guided younger participants with patience and compassion. Aurora also volunteers in her school's culinary department and maintains an excellent GPA while balancing multiple responsibilities. She is respected for her integrity, humility, and leadership, and she exemplifies the qualities celebrated by the Youth Award Recognition Program.
- **Dana Gomez Rodriguez** is an exceptional student leader who excels academically and through her service to the community. As FPC Key Club Webmaster, she has earned 188 volunteer hours and plays a key role in projects such as beach cleanups, church pumpkin patch events, the Sights and Sounds Holiday Parade, and the Festival of Lights. She is also founder and president of the Red Cross Club, Vice President of the Psychology Club, and an active member of NHS, Youth United, Arts as Medicine, and the Varsity Soccer Team. With a 3.96 GPA in AICE and Dual Enrollment courses, Dana exemplifies compassion, integrity, and leadership—qualities that make her an outstanding candidate for the Humanitarian Award.

- **Emily Tourjee** is an exceptional leader and athlete who consistently serves as a positive role model. She demonstrates discipline, integrity, and a strong commitment to excellence in every setting. Her involvement spans the FPC Marching Band as a Feature Twirler, the M&M Sweeties Baton National and Competition Teams, and multiple service-oriented clubs including Red Cross, National Honor Society, Key Club, and Phi Theta Kappa. Emily has earned numerous state and national baton titles, academic honors, and leadership certifications, all while maintaining a 3.9 GPA. She is respected for her honesty, accountability, and dedication—qualities that embody the spirit of this award.
- **Robert Funches** is a dedicated student-athlete who leads with discipline, positivity, and strong character. He excels across multiple sports—including football, basketball, track, and competitive swimming—and is known for his work ethic, sportsmanship, and ability to motivate his teammates. Beyond athletics, Robert shows exceptional maturity and compassion, especially in the loving care he provides for his special-needs sister. His integrity, resilience, and commitment to excellence make him a standout candidate for this award.

RECOMMENDATION:

Approve Youth Council recommendations

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Audria Moore, Special Projects Coordinator

COORDINATED WITH:

Fort Pierce Youth Council

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2026
Account:	N/A
Amount:	N/A

OTHER INFORMATION:

There is no fiscal impact.

Attachments

Role Model Award Nominee-Aurora Morales
Humanitarian Award Nominee-Dana Gomez Rodriguez
Humanitarian Award Nominee-Emily Tourjee
Student Athlete Award Nominee-Robert Funches

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 3/25/2026 8:43 PM
To Audria Moore <amoore@cityoffortpierce.com>

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City of Fort Pierce Youth Award Recognition Program

Youth Award Recognition Program Overview

Overview

As our communities are committed to providing different outlets and opportunities, this award recognition program will showcase talents, celebrate achievements, and highlight the positive impact of the efforts of our local youth. Youth, who have performed above and beyond and excelled in the following categories:

1. Innovator Award
2. Beyond the View
3. Humanitarian Award
4. Visionary Award
5. Role Model Award
6. Student-Athlete Award

The Youth Award Recognition will be awarded to youth who have shown exceptional achievements and have been identified as being clearly outstanding.

Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

Individuals and organizations are requested to submit nominations via the online nomination form no later than the published deadline. For further details on the nomination process contact Audria Moore at amoore@cityoffortpierce.com or call 772.467.3184.

The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Aurora
Last Name	Morales
School	Synergy School
Grade Level	11
Phone Number	7722041065

Gender	Female
Address1	5106 Gladness Ct.
Address2	*Field not completed.*
City	Fort Pierce
State	FL
Zip	34947
Email Address	No email address

PERSON NOMINATING

First Name	Damian
Last Name	Spotts
Organization/Title	Fort Pierce Police Dept / Police Ofc
Relation to Nominee	Explorer Post Advisor
Email Address	Dspotts@fppd.org
Phone Number	7723700065

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
Recognizes youth who have put forth efforts to make their community a better place or are active in local or state government.

VISIONARY AWARD
Recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture.

ROLE MODEL AWARD
Recognizes youth who lend a helping hand to peers and younger youth in their community.

STUDENT ATHLETE AWARD
Recognizes students who show excellence in the classroom through behavior and maintaining grades while also being an athlete.

Award Categories	ROLE MODEL AWARD

To the Nominator: Please comment on the applicant's background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	Please see support letter for more details
How has the nominee displayed outstanding performance in the award category for which they are nominated?	Please see support letter for more details
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	Explorer Post member. Culinary program volunteer at Synergy School
Is there anything else about this nominee that should be taken into consideration?	No. All details within the support letter.
Attach letter of recommendation	AM.docx
Attach photographs	*Field not completed.*
Attach video	*Field not completed.*
Attach other supporting documents	*Field not completed.*

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Damian Spotts
Date	3/25/2026

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

ALL NOMINATIONS MUST BE RECEIVED NO LATER THAN MARCH 31, 2026.

Please note that you can also send the completed nomination form and letter of recommendation by email or USPS as follows:

Email:	*amoore@cityoffortpierce.com*
Mail:	*Audria Moore* *Fort Pierce City Hall* *100 North US Hwy 1* *Fort Pierce, FL 34950*

For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Date: March 25, 2026

City of Fort Pierce
Youth Council Award Selection Committee.
100 North U.S. Highway 1,
Fort Pierce, FL 34950

Re: Nomination of Aurora Morales – 2026 Youth Award Recognition Program.

Dear Youth Council Award Selection Committee,

It is with great pride and confidence that I submit this nomination for Aurora Morales for the 2026 City of Fort Pierce Youth Award Recognition Program. Aurora exemplifies the character, leadership, academic excellence, and community commitment that this award seeks to recognize.

Aurora joined the Fort Pierce Police Explorers on January 10, 2024. From her first day in the program, she demonstrated an exceptional level of maturity and dedication. As a Police Explorer, she consistently goes above and beyond every responsibility assigned to her. Her work ethic is so strong that supervisors often have to remind her to pause and rest. She approaches each task with determination and a genuine desire to serve her community.

In addition to her role as a Police Explorer, Aurora is one of our Courageous Kids / Rich House participants within the department. Through her involvement and leadership, she was offered, in the summer of 2025, the opportunity to serve as a Junior Instructor with Treasure Coast Youth Sailing. In this position, she treated the younger children as if they were her own siblings—guiding them with patience, compassion, and encouragement. She holds her fellow instructors in high regard, respects their leadership, and continuously looks up to her peers while serving as a role model herself.

Aurora's commitment to service extends beyond departmental programs. She volunteers at her school's culinary department and assists with distributing lunch to students throughout the school. Her willingness to help is constant and sincere. Academically, she maintains an outstanding GPA while balancing her extracurricular commitments with excellence.

What truly distinguishes Aurora is her character. She demonstrates unwavering respect toward peers and adults alike, consistently addressing others with "Yes, sir" and "Yes,

ma'am," regardless of age. She will stand in the rain to complete a task if asked, often needing to be told to step inside because her instinct is to see every responsibility through to completion. Her integrity, humility, and sense of accountability are rare and admirable qualities in a young leader.

Aurora embodies the spirit and purpose of the Youth Award Recognition Program. She not only meets the eligibility criteria but exceeds expectations through her academic performance, leadership, volunteerism, and outstanding character. Most importantly, she makes a meaningful and lasting impact on the Fort Pierce community.

For these reasons, I strongly and wholeheartedly recommend Aurora Morales for the 2026 Youth Award Recognition Program's "Role Model Award". She represents the very best of our youth and the promising future of our city.

Respectfully submitted,

Officer Damian Spotts.
Community Engagement Officer,
Fort Pierce Police Department.

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Fri 1/16/2026 6:21 PM
To Audria Moore <amoore@cityoffortpierce.com>

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City of Fort Pierce Youth Award Recognition Program

Youth Award Recognition Program Overview

Overview

As our communities are committed to providing different outlets and opportunities, this award recognition program will showcase talents, celebrate achievements, and highlight the positive impact of the efforts of our local youth. Youth, who have performed above and beyond and excelled in the following categories:

1. Innovator Award
2. Beyond the View
3. Humanitarian Award
4. Visionary Award
5. Role Model Award
6. Student-Athlete Award

The Youth Award Recognition will be awarded to youth who have shown exceptional achievements and have been identified as being clearly outstanding.

Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

Individuals and organizations are requested to submit nominations via the online nomination form no later than the published deadline. For further details on the nomination process contact Audria Moore at amoore@cityoffortpierce.com or call 772.467.3184.

The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Dana
Last Name	Gomez Rodriguez
School	Fort Pierce Central High School
Grade Level	10
Phone Number	7726729110

Gender	Female
Address1	2011 Golfview Ct
Address2	*Field not completed.*
City	Fort Pierce
State	Florida
Zip	34950
Email Address	5622003626@stlucieschools.org

PERSON NOMINATING

First Name	Denise
Last Name	Peschio
Organization/Title	Teacher/St Lucie School District
Relation to Nominee	Student
Email Address	DENISE.PESCHIO@STLUCIESCHOOLS.ORG
Phone Number	9549078913

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
Recognizes youth who have put forth efforts to make their community a better place or are active in local or state government.

VISIONARY AWARD
Recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture.

ROLE MODEL AWARD
Recognizes youth who lend a helping hand to peers and younger youth in their community.

STUDENT ATHLETE AWARD
Recognizes students who show excellence in the classroom through behavior and maintaining grades while also being an athlete.

Award Categories	HUMANITARIAN AWARD

To the Nominator: Please comment on the applicant's background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	Danna is an outstanding student who excels academically and in extracurricular activities. She is in the FPC Key Club, As a member of Key Club her peers elected her Webmaster. She works tirelessly at this position. Also, she a 10th grader she has earned 188 hours of volunteer time.
How has the nominee displayed outstanding performance in the award category for which they are nominated?	Danna displays outstanding performance for the humanitarian award through her dedication to her community and school. Also, she goes above and beyond their assigned duties to ensure service projects are meaningful, inclusive, impactful and always end up looking beautiful on our social media outlets. With her strong commitment to helping others, she actively organizes and supports initiatives such as beach cleanups, the churches pumpkin patch set ups, the Sights and Sounds Holiday parade, and the Festival of Lights. She encourages member participation, promotes friendships, and service-mindedness within the club.
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	Danna extracurricular activities are extensive. She is in the FPC Key Club. As a member of Key Club, she was elected to an officer position by her peers. She is the Key Club Webmaster. She is in the National Honor Society; the Red Cross Club, founders and president of the Red Cross Club; the Psychology Club, Vice President; Youth United member, Arts as Medicine Club; and is on the FPC Varsity Soccer Team.
Is there anything else about this nominee that should be taken into consideration?	Last year Danna was selected to attend the Key Club DCON in Daytona, Florida. This is a 4-day event full of leadership, education, service, and connection between more than 1,000 Key Clubbers from across the Florida District. While there Danna attended various workshops on leadership, service ideas, club office trainings as well as earned numerous awards for her dedication to service. Furthermore, Danna is an outstanding student. She is in AICE classes with the goal of earning her AICE diploma. She is in Dual Enrollment. Her current GPA is 3.96 in the first semester at FPC. Danna is truly an outstanding, caring, nurturing, hardworking,

	ethical, and intelligent young person who embodies the core values of what it means to be a humanitarian leader.
Attach letter of recommendation	Letter of Recommendation for Danna.docx
Attach photographs	IMG_8688.JPG
Attach video	*Field not completed.*
Attach other supporting documents	*Field not completed.*

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Denise Peschio
Date	1/16/2026

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

ALL NOMINATIONS MUST BE RECEIVED NO LATER THAN MARCH 31, 2026.

Please note that you can also send the completed nomination form and letter of recommendation by email or USPS as follows:

Email:	*amoore@cityoffortpierce.com*
Mail:	*Audria Moore* *Fort Pierce City Hall* *100 North US Hwy 1* *Fort Pierce, FL 34950*

For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

To Whom It May Concern,

It is with great pleasure that I write this letter of recommendation for Danna Gomez Rodriguez. I have known Danna for 2 years in various capacities. She has been in Key Cub for 2 years which I am the sponsor. Also, she is in my AICE Language and Composition class in which she excels. During this time, I have had the pleasure of seeing Danna grow into a mature, focused, hardworking, caring, and intelligent role model for other students in class and at volunteering at events.

Furthermore, Danna's leadership skills are evident in her extracurricular activities. She is committed and hardworking in her activities. She has been a member of the Key Club for 2 years where she has done several events to make her community a better place to live. Furthermore, she was elected by her peers to a leadership role in the Key Club as the club Webmaster. In this role and as a Clubber, she demonstrates outstanding humanitarian performance through her role by using technology and communication to amplify service and outreach. Danna consistently ensures that humanitarian projects such as beach cleanups, the local churches' pumpkin patch set ups, and food drives are clearly promoted through the club's Instagram page and other digital platforms. This makes it easier for members to get involved and serve others.

Beyond maintaining online content, Danna highlights the impact of service by showcasing volunteer efforts, sharing stories from the community, and recognizing member's contributions. Her dedication helps spread awareness of humanitarian causes and fosters a stronger sense of connection in purpose within the club. With her help, the FPC Key Club has over 330 paid members, making it one of the largest effective clubs in the state of Florida. Her dedication and desire to help her community and school is further evident in her involvement in the Red Cross Club at FPC. Seeing a greater need to help the community, Danna took the initiative to start the Red Cross Club on campus. As founder and president of this club, Danna hopes to reduce community suffering and provide relief through volunteering after a disaster. Also, in the future she hopes to work in the health field to truly dedicate her life to helping others.

She is truly the most outstanding candidate to earn the humanitarian award because she exemplifies compassionate leadership and upholds humanitarian values in all her endeavors.

Warm Regards,

Denise Peschio
FPC Key Club Sponsor
English Teacher

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Fri 3/27/2026 9:10 PM
To Audria Moore <amoore@cityoffortpierce.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.

City of Fort Pierce Youth Award Recognition Program

Youth Award Recognition Program Overview

Overview

As our communities are committed to providing different outlets and opportunities, this award recognition program will showcase talents, celebrate achievements, and highlight the positive impact of the efforts of our local youth. Youth, who have performed above and beyond and excelled in the following categories:

1. Innovator Award
2. Beyond the View
3. Humanitarian Award
4. Visionary Award
5. Role Model Award
6. Student-Athlete Award

The Youth Award Recognition will be awarded to youth who have shown exceptional achievements and have been identified as being clearly outstanding.

Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

Individuals and organizations are requested to submit nominations via the online nomination form no later than the published deadline. For further details on the nomination process contact Audria Moore at amoore@cityoffortpierce.com or call 772.467.3184.

The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Emily
Last Name	Tourjee
School	Fort Pierce Central High School
Grade Level	10
Phone Number	7728280011

Gender	F
Address1	2642 S 10TH ST
Address2	*Field not completed.*
City	FORT PIERCE
State	FL
Zip	34982
Email Address	emilytanna21@gmail.com

PERSON NOMINATING

First Name	Judi
Last Name	Tourjee
Organization/Title	Mom
Relation to Nominee	mother
Email Address	judiohara@gmail.com
Phone Number	7728289481

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
Recognizes youth who have put forth efforts to make their community a better place or are active in local or state government.

VISIONARY AWARD
Recognizes youth who have turned creativity and knowledge into an entrepreneurial or economic venture.

ROLE MODEL AWARD
Recognizes youth who lend a helping hand to peers and younger youth in their community.

STUDENT ATHLETE AWARD

Recognizes students who show excellence in the classroom through behavior and maintaining grades while also being an athlete.

Award Categories	HUMANITARIAN AWARD, ROLE MODEL AWARD, STUDENT ATHLETE AWARD

To the Nominator: Please comment on the applicant's background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	I am nominating this individual for these awards because they consistently demonstrate exceptional leadership, remarkable athleticism, and an unwavering commitment to serving as a positive role model. Their dedication to mentoring others, uplifting their peers, and setting a standard of excellence makes them truly deserving of this recognition.
How has the nominee displayed outstanding performance in the award category for which they are nominated?	The nominee has demonstrated exceptional performance through a combination of leadership, discipline, and consistent excellence in their responsibilities. Their actions reflect a deep commitment to personal growth and to elevating those around them. They approach every challenge with focus and determination, often exceeding expectations and setting a standard that others naturally follow. Their influence extends beyond individual accomplishments; they elevate the entire community.
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	EXTRACURRICULAR ACTIVITIES • Fort Pierce Central High School Marching Band Feature Twirler | July 2024 – Present • M&M Sweeties Baton National Team Member | June 2023 – Present • M&M Sweeties Baton Competition/Performing Teams Member | June 2021 – June 2025 _____ CERTIFICATIONS • Global Leadership Certificate | February 2026 • National Society of Leadership and Success | December 2025 _____ COMMUNITY SERVICE • Fort Pierce Central HS Red Cross | January 2026 – Present • Fort Pierce Central HS National Honor Society | August 2025 – Present • M&M Sweeties Volunteer | August 2024 – Present • Fairlawn Elementary | August 2024 – Present • Fort Pierce Central HS Key Club | August 2024 – Present

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AWARDS & HONORS

• Black History Month Creative Arts & Essay Contest – Honorable Mention | February 2026
• Principal Honor Roll, Fort Pierce Central HS | SY 2024–2025 (Q1–Q4), SY 2025–2026 (Q1, Q3)
• AICE Media Studies Award (1st Place) | September 2025
• College Board School Recognition Award Nominee | January 2025
• Thermo Fisher Scientific Junior Innovator | July 2024
• Valedictorian at Creative Arts Academy of St. Lucie | May 2024

CLUBS & ORGANIZATIONS

• Red Cross Club, Fort Pierce Central HS | January 2026 – Present
• National Society of Leadership and Success | November 2025 – Present
• Phi Theta Kappa, Indian River State College | November 2025 – Present
• National Honor Society, Fort Pierce Central HS | August 2025 – Present
• Key Club, Fort Pierce Central HS | August 2024 – Present
• Debate Club, Fort Pierce Central HS | August 2024 – May 2025

Color Guard & Baton Achievements

• State Solo & Ensemble (Baton) Superior Rating – March 2026
• Miss Parade Majorette – March 2026
• Beach Bash Beg Stutter Champion – March 2026
• Palm Beach Twirling Classic Marching Princess – Feb. 2026
• Anchor Splash Strutter Champion – Feb. 2026
• Twirlfest Strutter Champion – Jan. 2026
• District Solo & Ensemble (Baton) Superior Rating — Jan. 2026
• NBTA National Sabre Champion — July 2025
• NBTA National Rifle 2nd Place — July 2025
• NBTA National Flag 5th Place — July 2025
• NBTA State Novice Solo Champion — March 2025
• NBTA State Novice Strut Queen — March 2025
• State Solo & Ensemble (Baton) Superior Rating — March 2025
• Anchor Splash Strutter Champion – Feb. 2025
• District Solo & Ensemble (Baton) Superior Rating — Jan. 2025
• NBTA National Rifle 3rd Place — July 2024
• NBTA National Show Twirl (Multi Equipment) 6th Place — July 2024

• Academic Achievement
• Fort Pierce Central High School
• Cumulative GPA: 3.9

• Weighted GPA: 4.5

Is there anything else about this nominee that should be taken into consideration?	The nominee consistently demonstrates honesty, accountability, and respect in every setting. Their decisions reflect strong moral judgment, and they are trusted by peers and mentors alike because they follow through on commitments and uphold high personal standards.
Attach letter of recommendation	School - Emily Tourjee.pdf
Attach photographs	Emily Tourjee 1.jpeg
Attach video	Video - Emily Tourjee.MP4
Attach other supporting documents	The MM Sweetles - Emily Tourjee.pdf

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Judi Tourjee
Date	3/26/2026

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

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For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

Fort Pierce Central High School

4101 South 25th Street • Fort Pierce, Florida 34981
Phone (772) 468-5888 • Fax (772) 468-5761

ELDRIQUE T. GARDNER
Principal

KELLY BAILER
NATASHA SANTORO
CHRISTIE TORRES
SARAH ARMADA
JESUS RIVERA
Assistant Principals

To the Youth Council Awards Selection Committee,

It is my great honor to recommend Emily Tanna Tourjee for the Role Model Award. As her AICE English Language teacher at Fort Pierce Central High School and the sponsor of Key Club, I have witnessed firsthand the exemplary character, maturity, and leadership that make Emily a powerful positive influence on her peers.

Emily leads not by authority but by example. She consistently demonstrates respect, kindness, and integrity. These are qualities that inspire those around her to rise to their best selves. In the classroom, she contributes thoughtful insights, collaborates with empathy, and supports classmates without hesitation. Her humility, even in the face of numerous achievements, only strengthens her impact as a role model for her peers. For example, she earns Principal's Honor Roll every single quarter. Also, she earned the AICE award in Media Studies for being one of the top 3 scores in the entire school.

Beyond academics, Emily's involvement in clubs and service organizations, including Key Club, National Honor Society, Band, and the Red Cross. These clubs reflect her unwavering dedication to making a difference. She approaches every commitment with reliability and a quiet but powerful sense of responsibility. Younger students look up to her not only for her success, but for the grace and compassion with which she carries herself. Most recently she ran for the position of Webmaster of the FPC Key Club and won! Her peers realized her artistic talents, friendliness, dedication, and work ethic; thus, voting her into the position of Webmaster for the largest, most active Key Club on the Treasure Coast with over 300 active members. Also, she just completed her Global Leadership Certification for Key Club.

Emily's accomplishments in baton twirling and performing arts further highlight her determination and discipline. Yet what truly sets her apart is her willingness to use her strengths to uplift others, offering encouragement, guidance, and mentorship to those who admire her. She spends her time at Fairlawn Elementary School as an assistant coach teaching the young children their routines for their end of the year show. The children love and admire her, making her a perfect role model for them.

Emily is the kind of young woman who elevates every space she enters. She is steady, dependable, and driven, with qualities that make her a natural role model within our school and community. I highly recommend her for the Role Model Award.

Sincerely,
Denise Peschio Denise Peschio
Fort Pierce Central High School
Key Club Sponsor

The M&M Sweeties
Coach Missie Liss - 772-370-7787
msmsweetiespsl@gmail.com
Facebook @ M & M Sweeties Baton Group
Instagram @mnm.sweeties

For More Information visit: mnmsweeties.com or Contact Coach Missie via call or text.

To Whom It May Concern,

It is with great pride and enthusiasm that I recommend Emily Tourjee for this award. I have had the privilege of knowing and instructing Emily through the M&M Sweeties program since she was seven years old, and during that time, I have watched her grow into an exceptional young woman.

Emily began her journey in baton twirling at a young age, and from the start, she demonstrated dedication, determination, and a natural talent for the sport. Over the years, she has continued to refine her skills, competing both individually and as part of a team. Her commitment has taken her across Florida and even to Nationals at Notre Dame, where she has represented our program with pride and professionalism.

Beyond her impressive athletic ability, Emily's character truly sets her apart. She is caring, kind, smart, enthusiastic, and always willing to help others. She consistently demonstrates leadership, patience, and maturity, especially when volunteering in my classes and working with younger children. Emily not only model's strong technical skills but also encourages and supports others in their growth, serving as a positive role model within our organization.

In my 40 years as instructor and owner of M&M Sweeties in St. Lucie County, I have worked with many talented young athletes. Emily stands out not only for her talent, but for her integrity, work ethic, and leadership qualities. She represents the very best of what this award seeks to recognize.

I wholeheartedly recommend Emily Tourjee and am confident she will continue to achieve great things while positively impacting those around her.

Sincerely,

Missie Liss

Instructor & Owner

M&M Sweeties

Outlook

Online Form Submittal: City of Fort Pierce Youth Award Recognition Program

From noreply@civicplus.com <noreply@civicplus.com>
Date Wed 3/4/2026 1:43 PM
To Audria Moore <amoore@cityoffortpierce.com>

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City of Fort Pierce Youth Award Recognition Program

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Requests for Nominations

Area Schools, sports organizations, youth organizations, faith-based organizations, service clubs, community organizations, parents, business owners, or others who know a young person who deserves to be recognized for their outstanding achievements are requested to submit nominations using the nomination form. Nominations must contain details and examples with supporting documentation of

the achievements and activities of the nominated youth as well as evidence of compliance with eligibility, general and specific criteria established in the award guidelines. Winners are selected based on a recommendation by the evaluation committee. The evaluation committee is comprised of the City of Fort Pierce Youth Council. The awards will be presented in June and December of the current year.

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The City of Fort Pierce reserves the right to accept or reject any nomination or to cancel the nomination process and reject all nominations, at any time prior to presenting the awards.

Award Guidelines

Eligibility

- Nominees must reside in the City of Fort Pierce.
- Nominees must have a cumulative GPA of 2.8 or higher.
- Nominees must be in middle or high school.
- Nominees' parents or guardians must provide proof of address.
- Nominees must be of good character.
- Nominees' qualifications must meet the award eligibility criteria.

Click Continue below to complete the Youth Award Recognition Nomination Form on the next page.

Youth Award Recognition Nomination Form

NOMINEE

First Name	Robert
Last Name	Funches
School	Creative Arts Academy
Grade Level	8
Phone Number	(772) 882 - 8257

Gender	Male
Address1	744 WORLINGTON LN
Address2	*Field not completed.*
City	FORT PIERCE
State	FL
Zip	34947
Email Address	VivaLaJean@gmail.com

PERSON NOMINATING

First Name	Krystle
Last Name	Funches-Jean
Organization/Title	Funches Foundation Empowerment Project
Relation to Nominee	Mother
Email Address	KFunchesJean@
Phone Number	7862195903

AWARD CATEGORIES

INNOVATOR AWARD
Recognizes youth who have shown excellence in the fields of math and science through research, study, or improvement in their community.

BEYOND THE VIEW
Recognizes youth who have different accommodations and needs that should be viewed just as normally as anyone else.

HUMANITARIAN AWARD
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STUDENT ATHLETE AWARD
Recognizes students who show excellence in the classroom through behavior and maintaining grades while also being an athlete.

Award Categories	STUDENT ATHLETE AWARD

To the Nominator: Please comment on the applicant's background, experiences, community involvement, and leadership ability based on the category the youth is being nominated for that will help the review committee evaluate this individual. Please include a letter of recommendation, photographs and/or videos, and other letters of support.

Why are you nominating this individual for an award?	I am nominating my son because he exemplifies what it means to be a true student athlete. He is determined, focused, and consistently committed to excellence both on and off the field. Since moving to St. Lucie County, he has quickly established himself as a leader among his peers, bringing positivity, discipline, and a strong work ethic to every team he joins. His dedication to balancing academics and athletics, along with his ability to motivate and uplift others, makes him an outstanding candidate for this award.
How has the nominee displayed outstanding performance in the award category for which they are nominated?	He has demonstrated exceptional athletic performance through his relentless drive to improve, his discipline during training, and his ability to consistently show up for his teammates. His coaches frequently commend his leadership, sportsmanship, and ability to set the tone for the team—whether by working harder, encouraging others, or stepping up when challenges arise. He gives 100% effort in every practice and every game, and his determination reflects his deep commitment to both personal growth and team success. His performance is not just measured in physical skill, but in character, leadership, and perseverance.
Please list any extracurricular activities that the nominee participates in (volunteer, work, sports, church, etc.) that relates to the category for which they are nominated.	He has participated in multiple athletic programs since arriving in St. Lucie County, including: Fire Hawks football, Co-ed Flag and 7 on 7 Football, CAST basketball, Track hawk track team, and is an award-winning swimmer. He was starter on the 8th grade basketball team, leading his team in warmups and motivating them through tough games.
Is there anything else about this nominee that should be taken into consideration?	Beyond his athletic abilities, he is a young man of exceptional character. His respect for others, strong sense of responsibility, and natural leadership are evident in everything he does. One of the clearest reflections of his maturity is the loving care he shows his special-needs sister. He plays a significant role in her daily caregiving, offering patience, support, and compassion far beyond what is expected of someone his age. His commitment to her well-being demonstrates not only his

	heart, but also his deep sense of family responsibility. Despite the challenges of transitioning to a new community, he has embraced every opportunity with resilience and a positive spirit. He takes pride in representing his school and his teams, and he consistently makes choices rooted in integrity and leadership. His passion for athletics is matched by his dedication to being a role model within our family, at school, and throughout the wider community.
Attach letter of recommendation	RF Letter of Reccomendation.pdf
Attach photographs	Untitled design(9).png
Attach video	*Field not completed.*
Attach other supporting documents	*Field not completed.*

If you choose to provide information through any form on this site, unless specifically exempted by Florida Statutes, such information is a public record under Florida's Government in the Sunshine Laws and available for public inspection upon demand.

Nominator Signature	Krystle Funches
Date	3/4/2026

By signing this application electronically, you certify that all of the information you have submitted as a part of this application process is true, complete, and accurate to the best of your knowledge and that you have read and understand the following materials: Youth Award Recognition Program and Form

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Please note that you can also send the completed nomination form and letter of recommendation by email or USPS as follows:

Email:	*amoore@cityoffortpierce.com*
Mail:	*Audria Moore* *Fort Pierce City Hall*

100 North US Hwy 1
Fort Pierce, FL 34950

For additional assistance, please call Audria Moore at 772-467-3184.

Email not displaying correctly? View it in your browser.

To: Dear Youth Award Nomination Committee
Letter of Recommendation
For: Robert Shorter Funches

It is my pleasure to recommend Robert Funches for recognition in the Student-Athlete category. As his mentor, I have had the privilege of watching Robert grow into a remarkable young man whose character, leadership, and dedication extend far beyond athletics.

Robert is an exceptionally driven student-athlete who approaches every challenge with focus, determination, and humility. His work ethic is unmatched; whether on the field, court, track, or in the pool, he consistently gives his full effort and sets an example for peers to follow. His ability to adapt and excel across multiple sports—including football, track, award-winning swimming, and most recently basketball, where he earned a position on the A-Team—is a testament to his discipline and natural athletic talent.

However, what truly distinguishes Robert is his character. He is a respectful, responsible, and grounded young man who leads with kindness and integrity. His coaches and teammates often look to him for encouragement, guidance, and positivity. He brings maturity and accountability to every environment he is a part of.

One of Robert's most admirable qualities is the love and care he shows his special-needs sister. He plays a meaningful role in her daily support, demonstrating extraordinary patience, compassion, and responsibility. The maturity he displays in this caregiving role far surpasses his age and speaks volumes about the depth of his character. The same heart he brings to his family is reflected in how he treats peers, teammates, and members of the community.

Since moving to St. Lucie County, Robert has embraced every opportunity with resilience and optimism. He has integrated into new teams, welcomed new challenges, and continued to rise as a leader among his peers. He takes pride in representing his school and carries himself with a quiet confidence that inspires others.

Robert is not only an impressive athlete—he is an exceptional young man who embodies leadership, empathy, and integrity. I am confident that he will continue to make a positive impact wherever he goes, and I wholeheartedly support his nomination for this award.
Please feel free to contact me if further information is needed.

Sincerely,
Yves Jean

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

Meeting Date: 06/01/2026

Re: SA 1 to RFQ 2025-022 for Captec Engineering for the Downtown Retrofit SUN Trail

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Specific Authorization No. 1 to RFQ No 2025-022 for Professional Engineering Services to Captec Engineering for the design of the Historic Downtown Retrofit Design project in an amount not to exceed $50,000.00.

SUMMARY:

The City has received grant funding for the Florida Shared-Use Nonmotorized Trail Network project known as the Historic Downtown Retrofit Trail. The proposed alignment has been revised to include a segment from the Georgia Avenue/South 3rd Street intersection along South 3rd Street to the Citrus Avenue Bridge then turning west to connect to existing sidewalk along US1 at the intersection with Citrus Avenue.

The project was previously designed to the 30% level and this segment is now ready to complete the design for this portion, in accordance with the existing grant agreement and the Final Feasibility Study completed in 2019.

The City has coordinated with Captec Engineering to provide the design services for this project.

RECOMMENDATION:

Staff recommends approving the Specific Authorization No 1 with Captec Engineering

ALTERNATIVES:

Do not approve the Specific Authorization; funding for the design and Right-of-Way acquisition could be at risk.

RESPONSIBLE STAFF:

Selena Griffett
Mark Zrallack

COORDINATED WITH:

Captec Engineering
City Attorney

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 25-26
Account: 1141111-563210
Amount: $50,000

FISCAL IMPACT:

Funds from the Infrastructure Surtax Account are reimbursable under City Agreement with FDOT (G2V49).

Attachments

SA No 1 - Captec Engineering
RFQ2025-022 Captec Engineering
Amendment 1 to RFQ2025-022
Current Project Limits
CAO Memo

SPECIFIC AUTHORIZATION NO. 1
HISTORIC DOWNTOWN FORT PIERCE RETROFIT TRAIL
SUN TRAIL
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 **CAPTEC Engineering, Inc.** (hereinafter referred to as "ENGINEER") dated the 1st day of December 2025, as amended by the First Amendment thereto dated the 2nd day of February 2026, (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 Historic Downtown Fort Pierce Retrofit Trail – SUN Trail, 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:

Professional consultant services are required for the preparation of engineering plans to construct the Historic Downtown Fort Pierce Retrofit Trail (a SUN Trail project) along S3rd Street from Georgia Avenue to Citrus Avenue with a connection to the existing sidewalk along the east side of US Highway 1. 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:

60% Construction Documents
90% Construction Documents with Cost Estimate and Utility Documentation

The Time of Performance for completion of these tasks is 150 Calendar Days from the Notice to Proceed.

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 "A", which is attached hereto and incorporated by reference herein.

The budget (or fee) for the services is not to exceed $50,000.00.

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

CAPTEC ENGINEERING, INC.

By: _____ Date: 5/20/26
Joseph W. Capra, P.E., President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

Exhibit A

April 23, 2026
2125.1

Email: ***sgriffett@cityoffortpierce.com***

Ms. Selena Griffett, PE
City of Fort Pierce
100 North U.S. 1
Fort Pierce, Florida 34950
(772) 467-3783

RE: HISTORIC DOWNTOWN FORT PIERCE RETROFIT SUN TRAIL
Engineering Design Scope of Professional Services

Dear Ms. Griffett:

CAPTEC Engineering, Inc. (CONSULTANT) is pleased to provide the City of Fort Pierce (CLIENT) with our proposal for Professional Engineering Design Services in connection with the Historic Downtown Fort Pierce Retrofit Sun Tail Project (The Project).

SECTION I PROJECT LIMITS AND DESCRIPTION

The City of Fort Pierce has requested this proposal for Engineering Design Services for the construction of the Historic Downtown Fort Pierce Retrofit SUN Trail (Downtown SUN Trail) project, on 3rd Street from Georgia Avenue to Citrus Avenue, with a sidewalk connection to US 1 at Citrus Avenue, in Fort Pierce, Florida.

This Project is being completed though the Florida Department of Transportation (FDOT) 'Florida Shared-Use Non-motorized Trail Network Program' Grant. The CLIENT has already received the grant funding.

This proposal is for Engineering Design Services to complete construction plans for the proposed project. This proposal does not include survey, environmental or geotechnical engineering.

SECTION II PROJECT OBLIGATIONS

The CLIENT agrees to provide (in a timely manner) the following material, data, or services as required in connection with the work to be performed under this Agreement; all of which information the CONSULTANT may use and reasonably rely upon:

A. CLIENT shall provide CONSULTANT with a copy of all previously conducted existing location surveys, topographic surveys, geotechnical investigations, preliminary data or reports, and any other documents in the possession of the CLIENT pertinent to the project.

B. CLIENT shall provide CONSULTANT with all available drawings, right-of-way maps, and other documents in the possession of CLIENT pertinent to the project.

C. CONSULTANT shall not be responsible for providing right-of-way appraisal and acquisition services.

D. CONSULTANT shall not be responsible for obtaining abstracts of title and ownership and encumbrance reports for each parcel necessary for the preparation of right-of-way maps, parcel sketch and legal descriptions' development.

E. CLIENT shall make provisions for the CONSULTANT to enter upon public and private property as required for the CONSULTANT to perform his services.

SECTION III SCOPE OF SERVICES

TASK 1: REVIEW OF PREVIOUSLY COMPLETED WORK

CONSULTANT will review existing information provided by CLIENT related to the project. This will include existing reports, survey, right-of-way maps, grant documentation and agreements, preliminary plans, and project correspondence.

CONSULTANT will thoroughly review the work previously completed for this project that was provided by the City of Fort Pierce in conformance with 471.025(4), Florida Statutes (FS) and Chapter 61G15-27, Florida Administrative Code (FAC), in order to adopt this work. This will include documenting calculations, site visits, research and the like, and rethinking and reworking the design process. Additionally, CAPTEC must notify the original professional engineer, their successors, or assigns of CAPTEC's intention to use their work.

TASK 2: 60% DESIGN PLANS

CONSULTANT will utilize work previously completed and provided by the City of Fort Pierce to prepare a 60% Design Plan Set for the Project, which will include the following sheets:

- Cover Sheet
- General Notes
- Project Layout
- Typical Sections (60%)
- Plan View Sheets (60%)
- Demolition and SWPPP Plan (60%)
- Traffic Control Plan (60%)
- Detail Sheets

CONSULTANT will submit 60% plans to all utility owners for verification of their utility locations. Utility owners will also be instructed to finalize the design of any of their utilities needing adjustment for the construction of this project. No Test Holes to locate existing utilities are included in this contract.

CONSULTANT will also prepare a 60% Cost Estimate using FDOT Pay Items and the FDOT approved spreadsheet.

Upon completion of the 60% Design Plans and Cost Estimate, CONSULTANT will:

- Submit 60% Design Plans and Cost Estimate to CLIENT for review
- Address CLIENT's comments
- Resubmit 60% Design Plans and Cost Estimate to CLIENT for CLIENT's submittal to the FDOT.

CONSULTANT assumes that any and all comments received from FDOT will be addressed with the 90% Design Plans Submittal.

TASK 3: 90% DESIGN PLANS

CONSULTANT will prepare 90% Design Plans for the Project. The 90% Plan Set will include the following sheets:

- Cover Sheet
- General Notes
- Project Layout
- Typical Sections
- Plan View Sheets
- Demolition and SWPPP Plan (complete but subject to change)
- Traffic Control Plan
- Detail Sheets (complete but subject to change)

CONSULTANT will also prepare a 90% Cost Estimate using FDOT Pay Items and the FDOT approved spreadsheet.

CONSULTANT will submit Preliminary 90% plans to all utility owners for verification of their utility locations. Utility owners will also be instructed to finalize the design of any of their utilities needing adjustment for the construction of this project. No Test Holes to locate existing utilities are included in this contract.

Upon completion of the 90% Design Plans, Cost Estimate, and Utility Documentation, Client will:

- Submit 90% Design Plans, Cost Estimate, and Utility Documentation to CLIENT for review
- Address CLIENT's comments
- Resubmit 90% Design Plans and Cost Estimate to CLIENT for CLIENT's submittal to the FDOT

SECTION IV COMPENSATION

Task Description	Historic Downtown Fort Pierce Retrofit Sun Trail
Task 1: Review of Previously Completed Work	$10,000.00
Task 2: 60% Design Plans with Cost Estimate	$21,000.00
Task 3: 90% Design Plans with Cost Estimate and Utility Documentation	$19,000.00
Total	**$50,000.00***

*Maximum Amount Not-to-Exceed Task totals

SECTION V TIME OF PERFORMANCE

Task Descriptions	Time of Performance
Task 1: Review of Previously Completed Work Task 2: 60% Design Plans with Cost Estimate Task 3: 90% Design Plans with Cost Estimate and Utility Documentation	150 calendar days from Notice to Proceed*

*Time of Performance is based on receiving information from outside sources in a timely manner

This Agreement is based on the following assumptions:

1. Permitting, Permitting fees, and 100% Plans are not included in this scope pending further investigation of available right-of-way and / or easement acquisition for the proposed trail.
2. This proposal does not include survey, environmental or geotechnical engineering.

CAPTEC Engineering, Inc. is extremely pleased to provide this proposal to the City of Fort Pierce. Your project will receive our utmost professional attention. Should you have any questions concerning this Agreement, please contact me.

If you wish to direct us to proceed with the described services, please execute and return this agreement to our office via email: jcapra@gocaptec.com with a copy to cmccarthy@gocaptec.com. Again, we appreciate the opportunity to provide services for this most important project.

Sincerely,

Joseph W. Capra, P.E.
President

Date: April 24, 2026

CAPTEC HOURLY RATES

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*

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 1st day of December, 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.

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 W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson

Linda Hudson, Mayor

12/1/25

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

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, 2025 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.

FIRST AMENDMENT TO THE
CONTINUING CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
BETWEEN THE CITY OF FORT PIERCE AND
CAPTEC ENGINEERING, INC.

This First Amendment to the Continuing Contract for Professional Engineering Services (hereinafter referred to as the "Amendment") is made and entered into this 2nd day of February, 2026 by and between the City of Fort Pierce, Florida, a municipal corporation ("City"), and CAPTEC Engineering, Inc. (Consultant), with its principal place of business at 301 NW Flagler Avenue, Stuart, FL 34994 ("Contractor") (collectively referred to as the "Parties").

RECITALS:

WHEREAS, on December 1, 2025, the Parties entered into a Continuing Contract pursuant to RFQ No. 2025-022 for Professional Engineering Services; and

WHEREAS, the Parties desire to amend the Agreement to define "professional engineering services," to be consistent with the requirements of the RFQ, and with all other terms and conditions remaining unchanged.

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. **Recitals**. The foregoing recitations are true and correct and are incorporated herein by reference.

2. **Professional Engineering Services Defined**. Professional Engineering Services, also referred to as "professional services," includes any services related to:
   a) Boundary and Topographic, Right-of-Way, Utility, and Easement Surveys
   b) Paving, Drainage, and Roadway Improvements
   c) Stormwater Management Design
   d) FDOT Roadway and Enhancement Project Design
   e) Local Park Improvement Design
   f) Marine Design Services
   g) Traffic Engineering
   h) State and Federal Permitting Services
   i) Special Services such as Feasibility Studies and Planning
   j) Construction Contract Administration
   k) Construction Engineering and Inspection

3. **Full Force and Effect.** Except as expressly modified herein, all other terms, conditions, and provisions of the Agreement shall remain in full force and effect.

4. **Effective Date**. This First Amendment shall be effective upon execution by the Parties.

5. **Conflicts/Amendment**. Except as otherwise set forth herein, the terms and conditions of the Continuing Services Agreement shall remain in full force and effect between the Parties. In the case of a perceived conflict between the terms of the Continuing Services Agreement and this Amendment, this Amendment shall govern.

6. **Counterparts.** The Parties agree for purposes of this Amendment, the Amendment may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument, and shall become effective when counterparts have been signed by each of the Parties and delivered to the other Parties; it being understood that all Parties need not sign the same counterparts. Facsimile and electronic mail copies in “portable document format” (“.pdf”) form are acceptable and shall constitute effective execution and delivery of this Amendment as to the Parties and may be used in lieu of the original Amendment for all purposes. Signatures of the Parties transmitted by facsimile shall be deemed to be their original signatures for all purposes.

[Rest of page intentionally left blank]

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

CONTRACTOR:

CAPTEC Engineering, Inc.

By: _____

Print: Joseph W. Capra, PE

Title: President

Today's Date: 1/21/2026

ATTEST:

Linda W. Cox

Linda Cox, City Clerk

CITY OF FORT PIERCE

Linda Hudson

Linda Hudson, Mayor

2/2/2026

Date

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, Esq., City Attorney


SUN Trail
FM 440033-4
Historic Downtown Retrofit
Legend
SUN Trail Downtown Retrofit
Boston Ave
S 6th St
S US Hwy 1
Citrus Ave
S 2nd St
Delaware Ave
Hampton Pl
Beach Ct
S 7th St
S 5th St
S 3rd St
S Indian River Dr
S 6th St
Florida Ave
Georgia Ave
Indian Hills Dr
S 6th St
Google Earth
Image © 2026 Vexcel Imaging US, Inc.
N
1000 ft

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, ENGINEERING

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: REVIEW SA 1 - HISTORIC DOWNTOWN FORT PIERCE RETROFIT SUN TRAIL DESIGN - BY CAPTEC ENGINEERING, INC

RLS: RLS 26-176

DATE: MAY 14, 2026

I have reviewed the above Request for Legal Services (RLS) related to a Specific Authorization with Captec Engineering, Inc. I have made a change to the Specific Authorization to include a reference to the First Amendment. The Specific Authorization has been uploaded to Agenda Quick in Track Changes and in Clean Copy formats. The Clean Copy is approved as to legal form and correctness.

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

Thank you.

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

Meeting Date: 06/01/2026

Re: Approval of Ferreira Construction Deduct CO No. 1 - Indian River Drive Corridor Improvements - Bid No. 2025-019

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval of Ferreira Construction Change Order No. 1 in the amount of negative $226,261.52; a net savings of $55,873.72 after a direct material purchase from FPUA on the Indian River Drive Roadway Reconstruction project.

SUMMARY:

The Indian River Drive Roadway Reconstruction project improvements include street lighting materials at a cost of $226,261.52. As part of the Engineering Department's efforts to provide project cost savings, we coordinated with FPUA for the direct purchase of street lighting materials at a cost of $170,387.80. This direct material purchase will provide a total cost savings of $55,873.72 to the City of Fort Pierce.

RECOMMENDATION:

Staff recommends approval of deduct Change Order No. 1.

ALTERNATIVES:

Deny and forfeit the $55,873.72 cost savings.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Fort Pierce Utilities Authority
Ferreira Construction Company, Inc.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: FY 25/26
Account: 3127700-563100
Amount: -226,261.52

FISCAL IMPACT:

Deduction of ($226,261.52) from the previously approved $10,254,124.04 Indian River Drive construction contract. Ref. Bid No. 2025-019, PO No 26-0391, Project Code IRDCI.

Attachments

CO No. 1
City Attorney Approval Memo
FPUA Quote

CHANGE ORDER NO. 1

UNIT PRICE CONTRACT FOR INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

Bid No. 2025-019

DATE: March 20, 2026

CONTRACTOR: Ferreira Construction Company, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 10,254,124.04
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 10,254,124.04
NET CONTRACT AMOUNT **DECREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ -226,261.52**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 10,027,862.52**
CURRENT CONTRACT EXPIRATION DATE	:	February 11, 2027
PROPOSED CONTRACT EXPIRATION DATE	:	February 11, 2027

CHANGES ORDERED:

I. GENERAL:

This Change Order includes the removal of thirty-six streetlights and sixteen bollards from the contractor's contract. The deduct is for materials only and labor costs associated with the lighting and bollard installation will remain in Ferreira's scope of work. Staff is recommending the materials be purchased directly from FPUA at a cost of $170,387.80. By implementing this change, the City would realize a direct cost savings of $55,837.72. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Unit*	*Qty*	*Unit Price*	*Amount*
Deduct Streetlighting	EA	36	-$5,580.58	-$200,901.06
Add Streetlighting Pickup	LS	1	$3,629.22	$3,629.22
Deduct Bollards	EA	16	-$1,811.85	-$28,989.68
NET DECREASE BY THIS CHANGE ORDER				***-$226,261.52***

III. JUSTIFICATION:

Cost savings to the City of Fort Pierce.

IV. FUNDING:

The $226,261.52 funding decrease will be reallocated back to the Indian River Drive Construction Fund, Account No. 3127700-563100, where $170,387.80 will be reallocated to FPUA for the purchase of the required lighting and bollards **providing an ultimate project cost savings of $55,837.72.**

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

Mark Zrallack, P.E.
City Engineer

By: _____
Signature

Date: 4/29/26

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

John Ciabattari, Vice President
Ferreira Construction Co., Inc.

By: _____
Signature

Date: 04/28/2026

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: Indian River Drive Corridor Improvements CO No. 1 - Ferreira Construction (RFB No. 2025-019)

CAO RLS FILE: 26-104

DATE: April 3, 2026

I have reviewed the above Request for Legal Services related to Change Order No. 1 for Ferreira Construction - RFB 2025-019. The Change Order is approved as to form and correctness.

Please note that the Change Order is dependent on an agreement with Fort Pierce Utilities Authority (FPUA) being approved for the purchase of streetlighting and bollards. The agreement with the FPUA should be brought simultaneous with this Change Order, to ensure that the Change Order is still valid at the time it is presented to the Commission.

Additionally, the prices quoted for the bollards and light poles on Ferreira's contract do not match the prices listed under the Change Order. For example, the streetlighting is originally listed as $436,212.00, but in the Change Order, it is listed as $200,901.06. I assume the discrepancy is due to the labor still being conducted by Ferreira, as noted in Paragraph I of the Change Order. If I have misunderstood the price differences though, please review the prices listed on the Change Order and adjust accordingly.

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

Thank you.

Fort Pierce Utilities Authority
Chief Operating Officer
206 South 6th Street
Fort Pierce, FL 34950
772.466.1600

STREET LIGHTING MATERIALS QUOTE
N. INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

To: City of Fort Pierce
ATTN: Tracy Telle
100 N. US Highway 1
Fort Pierce, FL 34950

Date: May 8th, 2026

MATERIAL	*QTY.*	*UNIT*	*RATE*	*AMOUNT*
Item No. ELB3788 – Bollard, Decorative, MFG. StressCrete	16	EA	$1,421.20	$22,739.20
Item No. ELP3789 – Pole, Decorative, Fluted Round, 19.5 FT. ttl hgt, MFG. StressCrete	36	EA	$2,680.15	$96,485.40
Item No. ELL3790 – Light, Street, Decorative, 75W, MFG. King Luminaire	36	EA	$1,421.20	$51,163.20
			TOTAL AMOUNT:	***$170,387.80***

Signed: _____
Daniel P Retherford, P.E., FPUA Chief Operating Officer

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

Meeting Date: 06/01/2026

Re: Approval to Purchase Street Lighting Materials - Indian River Drive Roadway Reconstruction Project

Submitted For: Mark Zrallack, City Engineer , Engineering

SUBJECT:

Approval to purchase street lighting materials directly from FPUA at a cost of $170,387.80 for the Indian River Drive Roadway Reconstruction as part of a savings effort.

SUMMARY:

The Indian River Drive Roadway Reconstruction project improvements include street lighting materials at a cost of $226,261.52. However, by proceeding with a direct purchase of the materials thru Fort Pierce Utilities Authority, at a cost of $170,387.80, the City of Fort Pierce will realize a savings of $55,873.72.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and relinquish the $55,873.72 savings.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

Fort Pierce Utilities Authority
Ferreira Construction Company, Inc.

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: FY 25/26
Account: 3127700-563100
Amount: $170,387.80

FISCAL IMPACT:

The $170,387.80 will be compensated via the Ferreira Construction ($226,261.52) deduct change order savings.

Attachments

FPUA Street Lighting Quote
Ferreira Deduct CO 1

Fort Pierce Utilities Authority
Chief Operating Officer
206 South 6th Street
Fort Pierce, FL 34950
772.466.1600

STREET LIGHTING MATERIALS QUOTE
N. INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

To: City of Fort Pierce
ATTN: Tracy Telle
100 N. US Highway 1
Fort Pierce, FL 34950

Date: May 8th, 2026

MATERIAL	*QTY.*	*UNIT*	*RATE*	*AMOUNT*
Item No. ELB3788 – Bollard, Decorative, MFG. StressCrete	16	EA	$1,421.20	$22,739.20
Item No. ELP3789 – Pole, Decorative, Fluted Round, 19.5 FT. ttl hgt, MFG. StressCrete	36	EA	$2,680.15	$96,485.40
Item No. ELL3790 – Light, Street, Decorative, 75W, MFG. King Luminaire	36	EA	$1,421.20	$51,163.20
			TOTAL AMOUNT:	***$170,387.80***

Signed: _____
Daniel P Retherford, P.E., FPUA Chief Operating Officer

CHANGE ORDER NO. 1

UNIT PRICE CONTRACT FOR INDIAN RIVER DRIVE CORRIDOR IMPROVEMENTS

Bid No. 2025-019

DATE: March 20, 2026

CONTRACTOR: Ferreira Construction Company, Inc.

OWNER: City of Fort Pierce

ORIGINAL CONTRACT AMOUNT	:	$ 10,254,124.04
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 10,254,124.04
NET CONTRACT AMOUNT **DECREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ -226,261.52**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 10,027,862.52**
CURRENT CONTRACT EXPIRATION DATE	:	February 11, 2027
PROPOSED CONTRACT EXPIRATION DATE	:	February 11, 2027

CHANGES ORDERED:

I. GENERAL:

This Change Order includes the removal of thirty-six streetlights and sixteen bollards from the contractor's contract. The deduct is for materials only and labor costs associated with the lighting and bollard installation will remain in Ferreira's scope of work. Staff is recommending the materials be purchased directly from FPUA at a cost of $170,387.80. By implementing this change, the City would realize a direct cost savings of $55,837.72. All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions, of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Description	*Unit*	*Qty*	*Unit Price*	*Amount*
Deduct Streetlighting	EA	36	-$5,580.58	-$200,901.06
Add Streetlighting Pickup	LS	1	$3,629.22	$3,629.22
Deduct Bollards	EA	16	-$1,811.85	-$28,989.68
NET DECREASE BY THIS CHANGE ORDER				***-$226,261.52***

III. JUSTIFICATION:

Cost savings to the City of Fort Pierce.

IV. FUNDING:

The $226,261.52 funding decrease will be reallocated back to the Indian River Drive Construction Fund, Account No. 3127700-563100, where $170,387.80 will be reallocated to FPUA for the purchase of the required lighting and bollards **providing an ultimate project cost savings of $55,837.72.**

V. APPROVAL AND CHANGE AUTHORIZATION:

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

RECOMMENDED BY:

Mark Zrallack, P.E.
City Engineer

By: _____
Signature

Date: 4/29/26

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges
City Attorney

By: _____
Signature

Date: _____

APPROVED BY:

Linda Hudson
Mayor

By: _____
Signature

Date: _____

ACCEPTED BY:

John Ciabattari, Vice President
Ferreira Construction Co., Inc.

By: _____
Signature

Date: 04/28/2026

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

Meeting Date: 06/01/2026

Re: Approval for City Attorney Sara Hedges to attend the 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA) in Bonita Springs, Florida from July 8 to July 11, 2026 at a cost of $1,733.51.

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval for City Attorney Sara Hedges to attend the 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA) in Bonita Springs, Florida from July 8 to July 11, 2026 at a cost of $1,733.51.

SUMMARY:

The Florida Municipal Attorneys Association (FMAA) serves as a permanent forum for municipal attorneys to identify and address common legal issues. It promotes the exchange of information, best practices, and collaborative solutions to legal problems affecting Florida municipalities, while fostering the study and dissemination of legislation, court decisions, and administrative rulings relevant to local government operations.

RECOMMENDATION:

Will proceed as directed.

ALTERNATIVES:

Will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Dana Neville, Finance
Richard Chess, City Manager

Fiscal Impact

Amount: $1,733.51

OTHER INFORMATION:

NA

Attachments

Travel Packet

REGISTRATION INFORMATION
44th Annual Seminar
Florida Municipal Attorneys Association
P.O. Box 1757, Tallahassee, FL 32302-1757

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Hyatt Regency Coconut Point
5001 Coconut Rd.
Bonita Springs, FL 34134

1. TRAVELER'S NAME: Sara Hedges
2. DEPARTURE DATE: 7/8/2026
3. RETURN DATE: 7/11/2026
4. DESTINATION: Bonita Springs, FL
5. CODE CHARGE: **540300**
6. AMT BUDGETED: 5,000.00

DEPARTMENT: City Attorney
DEPARTURE TIME: 2:00 PM
RETURN TIME: 3:00 PM
PURPOSE: 2026 FMAA Seminar

7. BALANCE AVAILABLE: **4995.8**

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

	PREPAID EXPENSES	CREDIT CARD	ESTIMATED CASH EXPENSES	ACTUAL CASH EXPENSES
* REGISTRATION FEE:		400.00		
* HOTEL BILL: Confirmation #		987.00		
BAGGAGE ALLOWANCE ($5 PER PERSON)				
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.725 *309 mi*			224.03	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES		20.00		
* MISC. EXPENSES				
MEALS				
BREAKFAST @ $8.00 *1 day*			8.00	
LUNCH @ $8.00 *2 days*			16.00	
DINNER @ $20.00 *3 days*			60.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			5.88	
15% GRATUITIES			12.60	
TOTALS	0.00	1,407.00	326.51	

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

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

TRAVEL APPROVED BY:

_____
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

4/30/2026

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/26 DLN

THE SUNRISE CITY
FORT PIERCE
Florida

REQUEST FOR LEAVE OF ABSENCE (220 FORM)

***NOTE TO ALL DEPARTMENT HEADS: ALL REQUESTS FOR LEAVE OF ABSENCE IN A PAY PERIOD SHOULD BE IN YOUR OFFICE NO LATER THAN THE MONDAY FOLLOWING THE END OF THE PAY PERIOD.**

NAME OF EMPLOYEE: Sara Hedges	TITLE: City Attorney
DEPARTMENT: City Attorney	DIVISION: Legal Dept
EFFECTIVE DATE: 7/8/2026	TIME: 2:00 PM
TERMINATION DATE: 7/11/2026	TIME: 3:00 PM

TYPE OF LEAVE	TOTAL HOURS	TYPE OF LEAVE	TOTAL HOURS
VACATION WITH PAY (AL)		ADMIN LEAVE WITH PAY	25
SICK LEAVE WITH PAY (SL)		CIVIL LEAVE (COURT DUTY)	
LEAVE WITHOUT PAY (LW)		COMPENSATORY TIME OFF	
INJURY LEAVE (LP)		OTHER (EXPLAIN BELOW)	

COMMENTS:

2026 FMAA Seminar

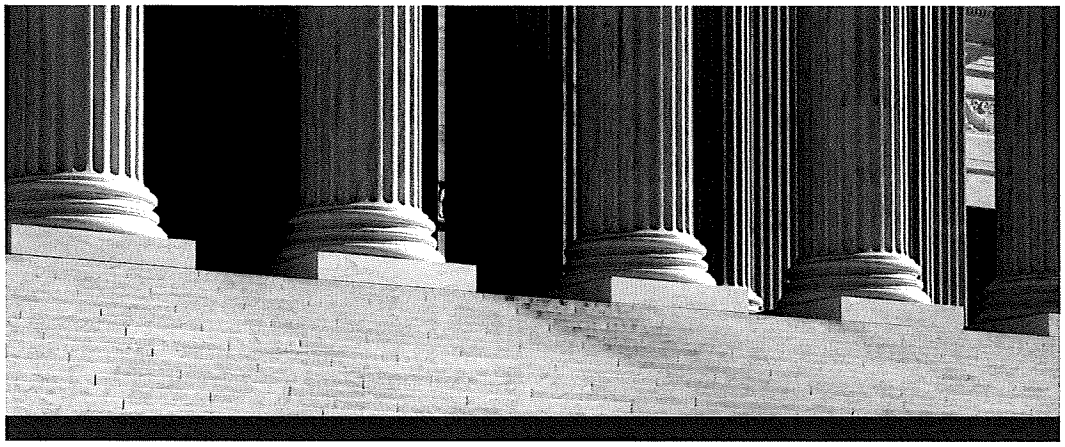
_____ DATE 4/29/2026
EMPLOYEE SIGNATURE

_____ DATE ____/____/____
SUPERVISOR SIGNATURE

_____ DATE 4/29/2026
DEPARTMENT HEAD SIGNATURE

_____ DATE 4/30/2026
CITY MANAGER SIGNATURE
(for travel approval)

Revised 3/17/23 JDR



44th

ANNUAL SEMINAR

Hyatt Regency Coconut Point
July 9-11, 2026

FLORIDA MUNICIPAL ATTORNEYS ASSOCIATION

General Information

The 44th Annual Seminar of the Florida Municipal Attorneys Association (FMAA) will be held at the **Hyatt Regency Coconut Point** in Bonita Springs, **July 9-11, 2026**.

The seminar will begin on Thursday afternoon at 12:45 p.m. with sessions on Friday and Saturday mornings. A tentative program has been included as a general representation of topics to be discussed. Although unlikely, the tentative program is subject to change.

A reception including cocktails and light hors d'oeuvres is planned for Thursday evening. Up to two tickets for the reception are included in the registration fee. Additional reception tickets may be purchased for $15.00 for children ages 5-12, and $25.00 for children older than 12 and adults. A luncheon is planned for Friday afternoon, and one ticket is included in the registration fee. Additional luncheon tickets may be purchased for $25.00.

NOTE: 2026 will be the last year that we will hand out printed seminar notebooks. Beginning with the 2027 seminar, registrants will be provided with a link to access and download speaker materials prior to the event.

SEMINAR REGISTRATION

You are encouraged to register in advance to avoid delays at the seminar registration desk. Please fill out the enclosed **Seminar Registration Form** and return it with all registration fees to the **Florida Municipal Attorneys Association, P.O. Box 1757, Tallahassee, FL 32302-1757**. If you have any questions, contact Melanie Howe at ***mhowe@flcities.com***.

Checks should be made payable to the **Florida Municipal Attorneys Association**. Visa, Mastercard, or American Express payments are also accepted but must be made **online only**. When your registration form is received, confirmation of registration will be emailed.

Please note: If you are physically challenged and require special services, or if you have special dietary needs, please attach a written description to your registration form.

Online Registration
FMAA offers a convenient online registration option through our website at ***fmaa.us***. Simply follow the instructions and complete the registration form.

If you need login or password assistance, please contact Melanie Howe at ***mhowe@flcities.com***.

Registration Fee
The early registration fee for the 44th Annual Seminar is **$400.00** and must be postmarked on or before June 19, 2026. Registrations postmarked after **June 19** will be subject to the regular registration fee of **$450.00**. This fee covers all refreshment breaks, two tickets for the reception on Thursday evening, one Friday luncheon ticket, and all printed materials.

Refunds
In the event prepaid registrants find it impossible to attend the seminar, an email sent to ***mhowe@flcities.com*** by **5:00 p.m., Friday, June 26**, will authorize a full refund. Prepaid registrants not canceled by that time will be included in the guaranteed attendance count. Because of the need to give advance guarantees, no refunds can be made after June 26 or for early departure from the seminar. All refunds will be made after the event.

HOTEL ACCOMMODATIONS

The **Hyatt Regency Coconut Point** in Bonita Springs is the location for the 2026 FMAA Seminar. FMAA has negotiated the reduced rate of **$239/night** for run-of-house guest rooms, which includes a daily resort fee that has been reduced to $10/night for FMAA guests. This fee includes pool activities, ferry transportation, beach chairs and umbrellas, and other services.

Self-parking has been reduced to **$5/day** for overnight and daily guests.

Reservation Procedures
Reservations should be made via an online link that you will receive with your registration confirmation. Reservations must be made by **June 17, 2026**, to help ensure rate and availability. Remember that we are unable to guarantee reservations for anyone, nor the exact date when the hotel block will sell out, **so don't delay**.

Resort Amenities and Recreational Opportunities
The Hyatt Regency Coconut Point is the perfect place to bring your family. The resort features several pools, a lazy river and multiple waterslides. Take a boat ride to a private island beach. Enjoy strolling on a boardwalk through a mangrove preserve. For complete details about the resort, find it on ***hyatt.com***.

FMAA Tentative Program

*Please note that the following sessions are included as **tentative topics and subject to speaker confirmation**. If you have any questions, please contact Rebecca O'Hara at 850. 222.9684.*

THURSDAY, JULY 9, 2026

10:00 a.m. - 5:00 p.m. **Registration**

12:45 p.m. - 1:00 p.m. **Announcements and Introductions**

1:00 p.m. - 2:30 p.m. **Hot Topics I**

1. **Open Carry and Public Meetings:** Best practices for public meeting policies in the wake of *McDaniels v. State*.

2. **Schools and Land Use:** Legal issues associated with the siting of charter and private schools and the conversion of existing buildings for such uses.

3. **The Data Center Boom:** Land use, infrastructure, and legal frameworks for cities.

2:35 p.m. - 3:35 p.m. **Technology**

1. **Artificial Intelligence and the City Attorney:** A look at the evolving AI universe and its impacts on municipal law practice.

3:40 p.m. - 5:10 p.m. **Nuts and Bolts**

1. **Municipal Contracts:** Tips for reviewing and negotiating common municipal contracts, including mandatory contractual provisions, sovereign immunity provisions, and state law requirements.

2. **Rights-of-Way, Easements, and Dedications:** Key things to know about vacations of rights-of-way and associated conditions, differences between easements and rights-of-way, and relevant caselaw and legal guidance.

3. **Public Employment Law:** A discussion of recent case law, as well as legislative and regulatory changes.

5:30 p.m. **Reception**

FRIDAY, JULY 10, 2026

7:45 a.m. - 8:15 a.m. **Continental Breakfast**

7:45 a.m. - 12:00 p.m. **Registration**

8:00 a.m. - 9:00 a.m. **The 2026 Legislative Session**

1. **Top 10 Bills (or so) of Municipal Interest:** Highlights of major legislation passed in the 2026 Session.

2. **Deeper Dive:** An in-depth review ofSB 1134 from the 2026 Session, relating to prohibitions on diversity, equity and inclusion practices.

9:05 a.m. - 10:45 a.m. **Ethics and Professionalism**

1. **The City Attorney's Duties and Role in Conflict Resolution:** A presentation on the municipal attorney's role and duties in upholding civility and decorum in a collegial board setting and with opposing counsel.

10:50 a.m. - 12:20 p.m. **Updates and New Developments**

1. **Municipal Liens:** An introduction to the various types of municipal liens and their foreclosure, including code enforcement and special assessment liens.

2. **SCOTUS Update:** Recent game-changing U.S. Supreme Court decisions relevant to municipal practice.

3. **Qualified Immunity:** An update on the law of qualified immunity in proceedings against public officers and employees.

FRIDAY, JULY 10, 2026 (CONTINUED)

12:20 p.m. **Luncheon**

Award Presentation: Paul S. Buchman Award
Business Meeting: Election and installation of officers

SATURDAY, JULY 11, 2026

7:45 a.m. - 8:15 a.m. **Continental Breakfast**

7:45 a.m. - 12:00 p.m. **Registration**

8:00 a.m. - 10:00 a.m. **Public Health, Safety, and Welfare**

1. **FEMA Public Assistance:** Legislative updates and practice tips for maximizing recovery.
2. **The Uniform Traffic Control Law:** How to navigate the complex web of authority and preemptions in Chapter 316, Florida Statutes.
3. **Entertainment and Specialty Districts:** Designation and implementation of specialty districts, their purposes, and associated legal considerations.
4. **Public Construction Contracts:** How to best position yourself for when conflicts arise.

10:05 a.m. - 12:05 p.m. **Hot Topics II**

1. **Drones:** A presentation on the authority of municipalities to regulate and use drones.
2. **Housing and the City:** Challenges and issues to expect as local governments consider alternatives to traditional single-family zoning.
3. **Issue Campaign Advocacy:** What you and your municipal clients need to know about compliance with section 106.113, Florida Statutes.

4. **DOGE and Government Audits:** An exploration of the municipal attorney's role in DOGE, legislative, and state audits of local governments, including issues associated with confidential and exempt records.

12:15 p.m. **Adjourn**

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

Meeting Date: 06/01/2026

Re: Approval to increase PO 260449 with Otto Environmental Services

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval to increase purchase order 260449 for an additional $28,506.19, bringing the total PO amount to $56,591.11 with Otto Environmental Services, Muskegon, MI, to cover the cost of replacement garbage, recycling, & yard waste carts.

SUMMARY:

Purchase Order (PO) 260449 has been established to ensure the timely replacement of essential garbage, recycling, and yard waste carts, reinforcing our commitment to effective waste management. The initial PO amount was $28,084.92. We now require an additional $28,506.19 to cover the costs of back-ordered refuse carts, bringing the total PO amount to $56,591.11. Consequently, this increase requires approval from the Commission. This vendor plays a crucial role in providing a seamless continuation of high-quality products from the previous fiscal year.

RECOMMENDATION:

The Public Works Department recommends approving an additional $28,506.19 with Otto Environmental Services, Muskegon, MI, to cover the cost of replacement garbage, recycling, & yard waste carts.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Public Works Department

COORDINATED WITH:

Public Works Staff

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2026

Account: 4024200564405

Amount: 28,506.19

FISCAL IMPACT:

The funds for this change order are available and will be drawn from the Solid Waste Equipment & Machinery account, 4024200-564405.

Attachments

OUTSTANDING INVOICE

INVOICE

Formex Holdings, LLC
1885 E Laketon Ave
Muskegon, MI 49442-6123

ar@otto-usa.com

Bill to
City of Fort Pierce

PO#260449

RECEIVED
MAY 06 2026
By

Invoice details
Invoice no.: INV-60920
Invoice date: 02/13/2026
Due date: 03/15/2026

#	Product or service	Description	Qty	Rate	Amount
1.	**95-gallon Edge**	95 Gal Edge Trash Cart FTPIERCE0 (SK)	504	$52.48	$26,449.92
2.	**Freight**	Freight Charge	1	$1,635.00	$1,635.00
3.	**Late fee**	1.5% - 30 days	1	$421.27	$421.27

Total **$28,506.19**

Overdue 03/15/2026

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

Meeting Date: 06/01/2026

Re: Approval of Agreement with Forerunner Industries, Inc. for RFP No. 2026-007 - Floodplain and Inspection Services Software

Submitted For: Madison White, Purchasing Agent, Finance Department

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SUBJECT:

Approval of contract with Forerunner Industries, Inc. for Floodplain and Inspection Services Software for a three (3) year period in the amount of $153,108.00, with two (2) one-year renewal options in the amount of $51,036.00 annually, in response to RFP No. 2026-007, as approved by the City Commission on January 5, 2026.

SUMMARY:

- RFP No. 2026-007 for Floodplain and Inspection Services Software was advertised on November 6, 2025, and November 13, 2025, and closed on November 26, 2025.
- Two (2) proposals were received, with one proposal deemed non-responsive.
- The Evaluation Committee evaluated the remaining responsive proposal submitted by Forerunner Industries, Inc. and recommended award to the firm.
- The recommendation was approved by the City Commission on January 5, 2026.
- Following Commission approval, the City Attorney's Office reviewed the agreement and approved it for form and correctness on April 22, 2026, after review of requested revisions submitted by Forerunner Industries, Inc.
- The agreement was executed by the vendor on May 5, 2026, and returned via email.
- Staff is requesting City Commission approval of the agreement to allow the City to proceed with the implementation of the Floodplain and Inspection Services Software with Forerunner Industries, Inc.

RECOMMENDATION:

Staff recommends approving the agreement as presented.

ALTERNATIVES:

Deny the agreement as presented.
Amend the agreement.

RESPONSIBLE STAFF:

Paul Thomas, Building Director

COORDINATED WITH:

Shaun Coss, Director of Community Response (Former Assistant Building Director)
Paul Thomas, Building Director
Madison White, Purchasing Agent
Gelencia Carter, Purchasing Manager

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025-2026
Account:	4202902-534900
Amount:	$153,108.00

OTHER INFORMATION:

The amount of $153,108.00 covering all three years of the initial period of the contract.
4202902-534900 - Building Department Contracted Services Funds.

Attachments

Submittal - Forerunner Industries, Inc.
Bid Tabulation Memo
Recommendation to Award
Vendor Executed Agreement
CAO Memo



Forerunner Industries Response to City of Fort Pierce RFP #2026-007

Tab 1: Letter of Transmittal

In response to The City of Fort Pierce's Software Request for Proposal (**RFP #2026-007**):

Forerunner Industries, Inc.
548 Market Street
#93531
San Francisco, California, 94104

Contact information
- Name: Ryan McClennen
- Title: Customer Success Manager
- Email: ryan@withforerunner.com
- Phone: 786-755-5116

To Whom It May Concern:

Our team appreciates the opportunity to submit a proposal in response to **RFP #2026-007**. Forerunner is a cloud based software designed to streamline the complicated work of floodplain management, building safety compliance, milestone inspections, mailing record tracking, and repetitive loss data stewardship. The software's municipal dashboard simplifies workflows and saves time for resource-constrained communities by combining flood risk data from disparate data sources, providing a second set of eyes for floodplain permit review, and making CRS reporting more efficient. Forerunner's resident application provides a turnkey flood information website for customers, enabling them to communicate granular, per-property flood risk information to residents and municipal stakeholders. All of Forerunner's software is easy to use, with most users able to fully utilize its features with just one training session. Users do not need specialized GIS knowledge.

Forerunner provides a unique suite of software that allows municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP), and streamline activities related to the Community Rating System (CRS) program. Forerunner has developed software for extracting data from Elevation Certificates and for parcel-level floodplain management analysis and the detection of compliance and/or clerical errors. Further, Forerunner can help track other important regulatory documents, automatically calculate substantial improvement/substantial damage over any given time period, and integrate with existing Fort Pierce applications via its public API.

We're confident that Forerunner can meet the growing needs of Fort Pierce's innovative floodplain management and milestone inspection teams.

Susanna Pho, Co-Founder and COO
November 26, 2025

Tab B: Organization Profile and Qualifications

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467- 3102	RFP NO: 2026-007
Pre-Qualification Conference Time & Date: N/A	RFP Title: FLOODPLAIN AND INSPECTION SERVICES SOFTWARE
Pre-Qualification Conference Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, WEDNESDAY, NOVEMBER 26, 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: Forerunner Mailing Address: 548 Market st. # 93531 San Francisco, CA 94104	*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 Sho Authorized Signature (Manual)
City, State, Zip Code: San Francisco, CA 94104	Typed or Printed Name: Susanna Pho
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: COO
Incorporated in the State of: DE Year: 2019	Delivery in immediately days, ARO
Phone Number: 732-612-0861	Payment Terms: Net 30 Days
Fax Number: 732-612-0861	FEIN or SS Number: 83-3689645
E-Mail Address: hello@withforerunner.com	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

1 – Description of Proposer

Forerunner is a mission-driven software company dedicated to providing intelligent, AI-driven software tools for smarter and safer communities. Founded in 2019, Forerunner is headquartered in San Francisco, California and has grown steadily into a nationally-trusted software partner for state and local governments.

Forerunner is a cloud-based software platform designed to help government agencies manage floodplain and building regulations with greater efficiency, transparency, and control. Forerunner centralizes floodplain, property, and document data into a secure, geospatially-enabled system, providing parcel-level mapping, audit-ready activity tracking, and configurable records and workflows. The platform supports file management, mobile fieldwork, and a multilingual public portal for community engagement. With built-in tools for generating documents, integrating GIS data, and streamlining communication, Forerunner equips agencies with the infrastructure needed to manage complex floodplain ordinances at scale—both in the office and in the field.

Forerunner's software platform currently supports over 70 government agencies in the state of Florida,including the Florida Division of Emergency Management, the City of Tampa, FL, St. Lucie County, FL, and more. Over 180 communities use Forerunner nationwide to achieve greater efficiency to floodplain management-related activities in their respective communities, enhance their standing and participation in the NFIP and CRS federal programs, and provide per-property flood risk maps and data to residents and other members of the public.

As of 2025, Forerunner has been in business for over six years and has established a strong reputation for building secure, scalable, and user-friendly software for government entities of all sizes. Forerunner is a privately-held company with 50 current full-time employees, all based in the U.S. Of those employees, approximately 10 are dedicated to supporting clients with help requests. Forerunner has 2 former NFIP state coordinators and 18 Certified Floodplain Managers (CFMs) on staff.

Rule for Proposal Acknowledgement

Forerunner is the entity interested in this proposal. Forerunner is a privately held company and we have not colluded with any other organizations or non-Forerunner persons in our response.

2 – Involved Forerunner Staff

Ryan McClennen will act as Fort Pierce's dedicated Customer Success Manager and will support Fort Pierce's onboarding and implementation. He will serve as Fort Pierce's primary point of contact throughout their usage of the Forerunner platform. In addition to engaging with the team as they begin using the software, he will work on an ongoing basis to ensure the Fort Pierce team is kept apprised of all new product features, touch base on additional team needs, and support the team's use of the software. Before his role at Forerunner, Ryan served as a Customer Success Manager at BondLink, supporting Municipalities' implementation and adoption of cloud-based software. He can be reached at: ryan@withforerunner.com or (786) 755 5117. Ryan is based in Boston, MA.

Michelle Leong is the Team Lead of the Customer Success team of Forerunner. She will serve as a secondary point of contact throughout their use of the Forerunner platform. Michelle will support Ryan in ensuring the Fort Pierce team is kept apprised of all new product features, touch base about additional team needs, and support the team's use of the software. Michelle brings a decade of experience in Customer Success and Operations, leading large-scale software implementations and driving product adoption for high-impact organizations. She can be reached at: michelle@withforerunner.com or (512) 865-5098. Michelle is based in Las Vegas, NV.

Elizabeth (Liz) Russell is the Vice President of Customer Success of Forerunner, and will support Fort Pierce's Customer Success Manager and Team Lead for all continuing onboarding and training purposes. She can be reached at: liz@withforerunner.com or (908) 503-2501. Liz is responsible for managing Forerunner's highest-priority accounts and is a subject-matter expert in floodplain and emergency management. She brings over a decade of experience in project management for government contractors, including managing over $2.65 billion in FEMA funding over her career. She has managed onboarding and implementation for Forerunner partner communities since 2022. Liz is based in Syracuse, NY.

Susanna Pho is the COO of Forerunner. She will act as support to Ryan and Liz throughout the life of this contract. In addition to providing background support and resources to the team, Susanna will be available for executive-level conversations when needed. She can be reached at susanna@withforerunner.com or 714-232-2112. Susanna is based in Berkeley, CA.

Conn Cole is the Hazard Mitigation Lead of Forerunner. He serves as one of Forerunner's resident subject matter experts in the areas of floodplain and emergency management, the National Flood Insurance Program, and the Community Rating System. Conn has decades of experience working in local government and floodplain management; before joining Forerunner, he served as the State NFIP Coordinator at the Florida Division of Emergency Management. Conn can be reached at conn@withforerunner.com or 229-595-9066. Conn is based in Barwick, GA.

Yi Chan is a Strategic Partnership Manager at Forerunner. She serves as one of Forerunner's resident subject matter experts in the areas of floodplain and emergency management, the National Flood Insurance Program, and the Community Rating System. Prior to her role at Forerunner, Yi served as a Senior Planner at AtkinsRealis, contributing to related floodplain management projects for state and federal agencies, and as the State NFIP Coordinator for the State of Texas. She can be reached at: yi@withforerunner.com or (737) 237-8088. Yi is based in Austin, TX.

Please find the involved Forerunner staff's resumes attached below:

Contact

Ryan@withforerunner.com

www.linkedin.com/in/ryan-mcclennen-cfm-710bb2195 (LinkedIn)

Certifications

Certified Floodplain Manager

Ryan McClennen, CFM

Customer Success @ Forerunner
Greater Boston

Experience

Forerunner
Customer Success Manager
August 2024 - Present (1 year 4 months)

Forerunner is an AI-powered geospatial platform that enhances efficiency, automates workflows, and centralizes your agency's most critical tasks.

BondLink
2 years 3 months

Customer Success Manager
April 2023 - August 2024 (1 year 5 months)

Public Sector, Education, Utilities, and Financial Services

Sales Development Representative
June 2022 - April 2023 (11 months)
Boston, Massachusetts, United States

Public Sector and K-12

Fulkerson Kennedy & Company
Intern
January 2022 - April 2022 (4 months)

Fulkerson Kennedy & Company (FK&Co) is a fundraising consulting firm in Washington, DC specializing in raising funds from individuals, political action committees (PACs) and corporations.

Health Leads
Intern - Office of the Chief of Staff
June 2021 - September 2021 (4 months)

Health Leads is an innovation hub that seeks to unearth and address the deep societal roots of racial inequity that impact our health; working both nationally and locally, across the U.S., to build partnerships and redesign systems so every person, in every community, can live with health, well-being and dignity.

374Water
Government Affairs and Business Development Intern

February 2021 - May 2021 (4 months)

374Water, Inc. is a social impact, cleantech company, offering an innovative technology that enables a circular economy and creation of a world without waste.

Education

Colby College

Government and Economics

Contact

michelle@withforerunner.com

www.linkedin.com/in/leong-michelle (LinkedIn)

Top Skills

Customer Success
Google Analytics
CRM

Michelle Leong

Customer Success at Forerunner
Los Angeles, California, United States

Experience

Forerunner
2 years 6 months

Team Lead, Customer Success
January 2025 - Present (11 months)

Senior Customer Success Manager
June 2023 - January 2025 (1 year 8 months)

Latch
4 years

Team Lead, Enterprise Success
October 2021 - October 2022 (1 year 1 month)
New York City Metropolitan Area

Senior Customer Success Manager
April 2021 - October 2021 (7 months)

Customer Success Manager
November 2018 - April 2021 (2 years 6 months)
New York, New York

Cater2.me
2 years 6 months

Operations Manager, Project Management
January 2018 - August 2018 (8 months)
Greater New York City Area

• Collaborate with management teams across 11 markets to create and implement new processes to streamline operational functions – coordinating planning timelines, aligning on execution strategies for each market
• Analyze CRM reports and evaluate data to diagnose areas for improvement and recommend turnkey solutions to drive efficiency across all markets

Operations Associate/Account Manager
March 2016 - December 2017 (1 year 10 months)
Greater New York City Area

• Manage Cater2Me’s top 3 largest clients in New York, generating 15% of local monthly revenue in the company’s second largest market
• Maintain 40+ client and 150+ vendor relationships through daily communication with respective parties, curation of unique meal programs, and oversight of daily logistical details regarding deliveries
• Negotiate with vendors to create custom menus and develop innovative solutions to optimize service for our clients with ranging expectations and budgets

UM Worldwide

2 years 8 months

Media Planner

October 2014 - August 2015 (11 months)

Wells Fargo account

•Efficiently evaluate and spend integrated budgets across 20 digital advertising campaigns totaling
$25MM
•Research, develop, present, and implement digital media plans based on client goals and strategies
•Develop and distribute RFPs based on client briefings, research, and historical performance
•Execute, manage, and optimize campaigns using 3rd party Ad Serving systems to ensure client goals are met
•Analyze partner performance throughout campaign and provide insights in post campaign analytics reports
•Train and manage the day to day responsibilities of the team’s Assistant Media Planner

Assistant Media Planner

November 2013 - November 2014 (1 year 1 month)

Wells Fargo and Cathay Pacific accounts

•Assisted in cross-platform integrated media planning process for digital, print, and search: throughout strategy, RFP, evaluation, negotiation and insertion order execution

•Collaborated with Media Planner in building and presenting media plans to the client, while effectively choosing publisher partners to align campaign strategies with team and client's KPI's and objectives
•Managed back end account maintenance including coordinating ad operations and creative teams, updating spend and budget sheets, working with publishers from campaign live to reconciliation, and handling media spend invoices with the finance teams

International Client Business Associate
January 2013 - February 2014 (1 year 2 months)

Microsoft International account

•Executed day to day global media account operations for the Microsoft International account including updating and organizing UM internal databases and research tools and coordinating bi-weekly status meetings with local markets
•Responsible for overseeing global budgets of $500+ million across all campaigns and markets (12 campaigns in 30 markets) and managing the team's internal Ad Map
•Compiled monthly spend and performance data from markets to effectively meet client strategy objectives
•Planned, managed, and executed 3-day annual Global Summit for top Global Microsoft business leads

CORE Foods
Sales Development and Marketing Intern
January 2012 - May 2012 (5 months)

San Francisco, CA

• Evaluated firm's previous regional sales performance to develop new marketing campaigns that reached into critical untapped target markets
• Promoted newly launched product via in-store demonstrations which resulted in a 200% sales increase for multiple key accounts
• Independently managed company operations during founder's two week absence
• Developed new key relationships in target market communities for ongoing partnerships
• Regularly interacted with senior management of CORE Foods and perspective clients

Big City Chefs, Inc.

Internet Marketing Intern
August 2011 - December 2011 (5 months)
Emeryville, CA

• Implemented Search Engine Optimization (SEO) techniques, such as increasing company's relevance to specific keywords, that raised company's website ranking
• Reformatted company's region specific webpages using Adobe Dreamweaver, which improved visibility in Google, Yahoo, and Bing! search results
• Communicated with customers via telephone to expand client base and promote the company's newly launched services
• Scheduled services with new clients and kept them abreast of the relevant details up until arranged date
• Quickly integrated into a dynamic team and worked closely alongside senior staff

Huntington Library
Development Intern
May 2011 - August 2011 (4 months)
San Marino, CA

• Analyzed company's website and suggested changes in website design to make webpage more accessible and user friendly
• Assisted in planning events specific to the Chinese Garden

Charles Chocolates
Marketing Intern
June 2010 - August 2010 (3 months)

• Created a company press kit for promotional use, which included company history, management's biographies, product lists, and fact sheets, to present to prospective distributors of product
• Strengthened company's social media marketing campaign by contacting and convincing owners of high traffic internet blogs to write about the company and product line
• Analyzed competitors' online marketing strategies to improve company's social media influence

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Education

University of California, Berkeley
Bachelor of Arts (B.A.), Environmental Economics and Policy · (2008 - 2012)

Mayfield Senior School

High School Diploma · (2004 - 2008)

Contact

liz@withforerunner.com

www.linkedin.com/in/elizabethhrussell (LinkedIn)

Top Skills

Management

Policy

Government

Languages

English

Certifications

Certified Scrum Product Owner (CSPO)

Continuous Product Design | Continuous Product Design (CPD) Foundations

Honors-Awards

2012 Student Chapter Advisor of the Year

Elmira College Honor Scholar

Cowles Honor Scholar

Elmira College Trustee Scholarship for Outstanding Academic Achievement

Elmira College Key Award for Outstanding Academic Achievement

Publications

A Brief Overview of Job Seeking in the World of Emergency Management for Educators and their Students

Liz Russell, CSPO

Customer Success & Support | Product Management | System/ Process Development in Small, High-Growth Start-ups

Cazenovia, New York, United States

Experience

Forerunner

2 years 9 months

Director of Customer Success
May 2022 - Present (2 years 5 months)

Senior Customer Success Manager
January 2022 - May 2022 (5 months)

H2O Partners, Inc.

Innovation Team Manager
2017 - 2022 (5 years)

I managed a cross-functional team of 5-6 training developers, graphic designers, and video developers, referred to as the Innovation Team.
The Innovation Team was responsible for developing training materials, performance support materials, websites, graphics and marketing materials for internal and external clients. This team had the distinction of:

‣ Leading H2O Partners through a total rebrand
‣ Developing over 200 training modules for external clients in the first year and a half of what was estimated to be a 5-year, ~300 module contract
‣ Running the company's first-ever SaaS platform, to include providing account administration and customer support
‣ Transforming the way the company approaches graphic design, marketing, presentations, and training development to be quick, more agile and iterative while greatly improving quality

A brain child of myself and my boss, this team was specifically created to bring the latest and greatest in technology and web design to the company, while still enabling the team to manage it's own clients. With this unique set up, we've prevented the team from being a total cost center, while still allowing the company the innovation and design advantages of having in-house designers.

As the team's creator and leader, I played an important role in business development for the teams' products. I am adept at building relationships with possible partners and clients, and have ample experience in demonstrating the team -- or software's -- capabilities by tying them to individual use cases and specific outcomes. I have many years' experience writing for Federal proposals and government grants.

H2O Partners, Inc. is a government contractor that provides subject matter expertise to federal, state, and local entities on training, hazard mitigation, disaster recovery, and flood insurance. We pride ourselves on being a smart and scrappy team that thrives on solving big, confounding challenges.

Perdix Knowledge Management
Director of Product
2017 - 2022 (5 years)

I am responsible for leading Perdix from a single custom software for a client, to a multi-tenant enterprise system, used by several customers.

Serving as the primary product owner, I am excellent at understanding business requirements and customer use cases and translating those into system requirements for the development team.

Perdix was born out of a simple idea to solve a complex problem. When visiting a call center as a contracted training team, we noticed a few striking issues with the call center’s performance support:
‣ Call center agents were referencing paper documents – covered in highlighter and sticky notes – which made finding information cumbersome and replacing outdated content with new content a full-scale project;
‣ When agents had questions, they weren’t able to get answers without interrupting other colleagues or supervisors at their work;
‣ Once trained, agents had no way to access what they learned while in the flow of work.

We wanted to find a way to take all of the information that everyone had on their sticky notes, in their own notepads, or in their heads, and collate it in a single place so that team members could now easily find and share the info they needed to do their jobs, whether that info is as formal as codified work documents, or as informal as another team members’ quick notes. The goal of Perdix was to supplement training and provide on-the-job performance support to all agents so that they could help themselves.

Eventful Conferences

Conference and Content Producer - SAP Best Practices for Oil & Gas and Best Practices for Chemicals

2016 - 2017 (1 year)

Syracuse, NY

As a conference producer, my primary role was to create engaging conferences for SAP user groups – specifically in the Oil & Gas and Chemicals industries. To ensure that conference content truly met user needs, I engaged with key influencers in these target markets – including company CIOs, business unit leads, and tech team leaders through in-person focus groups, phone interviews, and other immersive practices.

This work was instrumental in developing my understanding and intuition around the user experience, business use cases, and software ROI. It also came during an exciting time, when SAP was releasing S/4HANA and many companies in the Oil & Gas and Chemicals industry were still working on conversions from older systems, while also debating the value and security of cloud-based deployments vs. on-premise deployments.

ASUG Events, formally Eventful Conferences, produces events around key topics of interest for specific industries, specific business leadership, and on specific technologies.

H2O Partners, Inc.

5 years

Project Supervisor

2013 - 2016 (3 years)

Multiple Locations

Successfully co-manages the development and administration of federal grant applications; Develops policies and procedures for both internal and external processes and provides direct supervision to project teams to include the coordination of teams with project resources; Reports directly to clients and other project stakeholders in a variety of formats, following project communication plans; Performs issue resolution for concerns identified by team members or clients on a project-by-project and issue-by-issue basis; Aids in the creation of project management solutions, such as the development of SharePoint sites for use in project workflow; Provides subject matter-expertise on FEMA and HUD-related grant funding; Manages aspects of invoicing and budget management, to include time entry, invoice and expense approval; Acts as trainer and mentor to team members; Provides quality control for

grants or applications being administered by the project teams; Maintained social media accounts including Facebook, Twitter, and LinkedIn.

Private Contractor
2011 - 2013 (2 years)

Specializing in public assistance and mitigation planning primarily, work includes interfacing with FEMA on behalf of cities, towns, and villages affected by federally-declared natural disasters. Because work is conducted on a contract-by-contract basis, location and work description vary significantly, but generally focus on appropriate emergency management in the post-disaster setting.

American Public University System
3 years

Instructor
2010 - 2013 (3 years)
Charles Town, WV

Taught emergency management principals at the undergraduate level, entirely online and asynchronous. Courses include Emergency Planning, Hazard Mitigation and Preparedness, Risk Communication, Incident Command, and, a new course on Social Media Applications to Emergency Management.

Work also included acting as the lead instructor for Emergency Planning and Social Media Applications in Emergency Management courses.

Faculty Advisor, Student Chapter of the International Association of Emergency Managers
2010 - 2012 (2 years)
Charles Town, WV

Led the student organization by interfacing with the university administration, providing advice and feedback on ideas, and suggesting various courses of action, so that students could grow professionally in emergency management and best meet the requirements of the chapter. Service included telecommunicating with students and peers, understanding emergency management professionally and academically, and attending conferences or graduation events as needed.

171 Cedar Arts Center
Emergency Management Intern
2009 - 2010 (1 year)
Corning, NY

Created an emergency plan including plans for disaster mitigation, emergency response, and business continuity. Work included emergency management research, planning and project management, site observation, and situational awareness. Further responsibilities to include plan presentation and exercise design and implementation.

Elmira College
3 years

Research Assistant
January 2009 - February 2009 (2 months)
Elmira, NY

Gathered data for 102 countries, utilizing databases, the Internet, and library reference tools. Turned raw scores into comprehensive data sets to be used in further research. Work required knowledge of social science concepts and research methods.

Administrative Assistant
2006 - 2009 (3 years)
Elmira, NY

Provided administrative support to seven faculty members, including the Executive Director of Teacher Education. Created multiple educational materials, including rubrics and handbooks, to be used in instruction. Maintained accurate records through filing systems as well as databases. Work required computer capabilities, familiarity with database use, and administrative skills, such as answering phones and planning events.

WorldTeach
Program Assistant
May 2008 - August 2008 (4 months)
Cambridge, MA

Performed various administrative duties such as answering phones and emails, copying, and filing. Interviewed prospective volunteers and participated in their selection for teaching positions abroad. Aided roughly 60 volunteers in the pre-departure process by acting as a source of information, obtaining visas for volunteers, and preparing mailings of necessary forms and information for each volunteer. Work required basic knowledge on certain countries, administrative capabilities including various computer skills, and familiarity with current events.

Education

Elmira College

Master's Degree, Management, with a Concentration in Emergency Management and Disaster Preparedness · (2009 - 2010)

Elmira College

Bachelor's Degree, International Studies, History · (2006 - 2009)

Contact

susanna@withforerunner.com
www.linkedin.com/in/susannapho (LinkedIn)

Top Skills

Adobe Creative Suite
Rhino 3D
Microsoft Office

Certifications

Certified Floodplain Manager

Susanna Pho

Co-Founder at Forerunner
San Francisco Bay Area

Experience

Forerunner
Co-Founder
2019 - Present (5 years)
Greater New York City Area

Forerunner builds software that helps governments leverage property-level flood risk information to streamline floodplain management, compliance, and resident outreach.

Harvard University Graduate School of Design
1 year

Researcher
2018 - 2019 (1 year)
Cambridge, Massachusetts

Contributed to the publication of Climate Adaptation Finance and Investment in California by Jesse M. Keenan

Graduate Teaching Assistant
2018 - 2018 (less than a year)
Cambridge, Massachusetts

SES 5326/SUP 661: Housing and Urbanization in the United States

Joint Center for Housing Studies & NeighborWorks America
Edward M. Gramlich Fellow in Community and Economic Development
2018 - 2019 (1 year)

The Harvard Joint Center for Housing Studies advances understanding of housing issues and informs policy. Through its research, education, and public outreach programs, the Center helps leaders in government, business, and the civic sectors make decisions that effectively address the needs of cities and communities.

Santos Prescott + Associates
Architectural Designer
2015 - 2017 (2 years)
San Francisco Bay Area

MIT Media Lab
Researcher & Teaching Assistant
2013 - 2014 (1 year)

Habitat for Humanity East Bay
2 years

Crew Leader
2010 - 2011 (1 year)
Oakland, California

Homeowner Relations
2009 - 2010 (1 year)
Oakland, California

Education

Harvard University Graduate School of Design
Master in Design Studies, Risk + Resilience · (2017 - 2019)

Massachusetts Institute of Technology
Master of Architecture (M.Arch.), Architecture · (2011 - 2015)

University of California, Berkeley
BA, Architecture, Environmental Design in Developing Countries · (2005 - 2009)

Contact

1075 W. Sanchez St.
Barwick, GA 31720
(229) 595-9066 (Work)
conn@withforerunner.com

www.linkedin.com/in/conn-h-cole-cfm-9791b951 (LinkedIn)
www.withforerunner.com/ (Company)

Top Skills

Public Speaking
Government
Microsoft Office

Languages

English

Certifications

Giving Your Elevator Pitch
How to Use LinkedIn Learning

Conn H. Cole, CFM

Hazard Mitigation Lead - Forerunner
Barwick, Georgia, United States

Experience

Forerunner

Hazard Mitigation Lead
March 2024 - Present (1 year 9 months)
Barwick, Georgia, United States

Florida Division of Emergency Management

5 years 8 months

State NFIP Coordinator/State Floodplain Manager
March 2021 - March 2024 (3 years 1 month)
Tallahassee, Florida, United States

Interim State NFIP Coordinator/State Floodplain Manager
September 2020 - March 2021 (7 months)
Tallahassee, Florida, United States

Floodplain Management Specialist
August 2018 - September 2020 (2 years 2 months)
Tallahassee, Florida Area

Camden County Board of Commissioners, Georgia

11 years 5 months

Magistrate Judge
January 2013 - December 2016 (4 years)
Woodbine, Georgia, United States

Erosion & Sedimentation Control Investigator, Code Enforcement Officer
December 2007 - December 2012 (5 years 1 month)
Camden County, GA

Deputy Director of Emergency Management
December 2007 - December 2012 (5 years 1 month)
Camden County, GA

Right of Way Coordinator
August 2005 - December 2007 (2 years 5 months)

Camden County, GA

Education

Columbia Southern University

Master of Business Administration (MBA), Public Administration · (2013 - 2014)

Columbia Southern University

Bachelor's Degree, Criminal Justice Administration · (2012 - 2013)

Contact

yi@withforerunner.com

www.linkedin.com/in/yi-ling-chan (LinkedIn)

Top Skills

Teaching
Research
Higher Education

Languages

English

Certifications

Certified Floodplain Manager
GIS Graduate Certificate

Honors-Awards

Lou Seig Award
University of Louisville Outstanding Senior Award
Lois Pedigo Scholarship
William Marshall Bullitt Mathematics Scholarship
Board of Overseers Mentoring Program's Outstanding Mentee

Publications

Community vulnerabilities and wellbeing after disaster

Yi Chan, CFM

Strategic Partnership Manager
Austin, Texas, United States

Experience

Forerunner
Strategic Partnership Manager
July 2024 - Present (3 months)
Austin, Texas, United States

AtkinsRéalis
1 year 11 months

Senior Planner
March 2024 - July 2024 (5 months)
Austin, Texas, United States

Water Resources Planner
September 2022 - March 2024 (1 year 7 months)
Austin, Texas, United States

Texas Water Development Board
4 years 1 month

NFIP State Coordinator/Manager
March 2020 - August 2022 (2 years 6 months)
Austin, Texas, United States

Flood Outreach Specialist
August 2018 - March 2020 (1 year 8 months)
Austin, Texas Area

LSU Coastal Sustainability Studio
Graduate Research Assistant
July 2017 - August 2018 (1 year 2 months)
Baton Rouge, Louisiana Area

Conducted research on community health and well-being in relationship with coastal flooding.

Louisiana State University
1 year 10 months

Graduate Teaching Assistant

August 2016 - July 2017 (1 year)

Facilitated two, 150-student geography courses each semester. Created and graded assessments, held weekly office hours, and contributed to the course content, structure, and organization.

GIS Analyst
October 2015 - August 2016 (11 months)

Georeferenced, digitized, and conducted QA/QC on 1920s coastal Louisiana vegetation from historic maps for storm surge modeling.

University of Louisville
Teaching Assistant
August 2012 - April 2015 (2 years 9 months)
Louisville, Kentucky

Teaching assistant for the Department of Mathematics and Department of Geography. Courses included College Algebra, Business Calculus, and Advanced Quantitative Methods.

Bernheim Arboretum and Research Forest
Intern
2013 - 2015 (2 years)

Education

Louisiana State University
Master of Science (M.S.), Geography · (2016 - 2018)

University of Louisville
Bachelor of Science (BS), Pure Mathematics · (2010 - 2015)

University of Louisville
Bachelor of Science (B.S.), Geography · (2010 - 2015)

3 – Clients with Similar Projects

Over 70 communities in the State of Florida use Forerunner software for floodplain management. Additionally, 6 communities in the State of Florida use Forerunner software for milestone inspection tracking. Communities located nearby the City of Fort Pierce in Southeast Florida that have partnered with Forerunner on similar projects to those listed in RFP #2026-007 include:

The City of West Palm Beach, FL (CRS Class 5): The City of West Palm Beach has been a Forerunner partner for over 2 years. They have partnered with Forerunner to support their Floodplain Management and Community Rating System programs.

Palm Beach County, FL (CRS Class 5): Palm Beach County has been a Forerunner partner for over 1 year. The County's Planning, Zoning, and Building department partnered with Forerunner to support their Floodplain Management, Emergency Management, and Milestone Inspection programs.

St. Lucie County, FL (CRS Class 5): St. Lucie County has been a Forerunner partner for the past 6 months. The County's Building and Emergency Management departments have partnered with Forerunner to help streamline their Floodplain Management, Emergency Management, Community Rating System compliance, and Repetitive Loss Data stewardship programs.

Outside of these above-listed communities, Forerunner has supported similar workflows in other similarly-size Florida communities including but not limited to:

- *City of Hallandale Beach, FL (CRS Class 6)*
- *Bradenton, FL (CRS Class 7)*
- *Pensacola, FL (CRS Class 7)*
- *Fernandina Beach, FL (CRS Class 5)*
- *Indian River County, FL (CRS Class 5)*
- *City of Hollywood, FL (CRS Class 6)*
- *City of Pompano Beach, FL (CRS Class 6)*
- *City of Fort Lauderdale, FL (CRS Class 5)*
- *City of Hialeah, FL (CRS Class 7)*
- *Monroe County, FL (CRS Class 3)*
- *City of Key West, FL (CRS Class 5)*

Forerunner also partners with the Florida Department of Emergency Management to support Statewide Floodplain management initiatives and routine work.

Tab C: General Information

1 – Forerunner's Experience and Approach to Floodplain Management

Floodplain Management Experience

Forerunner provides innovative floodplain management and resilience software designed to help communities efficiently administer floodplain regulations, improve risk communication, and enhance long-term resilience. The platform is utilized by floodplain managers, planners, and emergency management professionals nationwide to streamline NFIP compliance, increase transparency, and enable data-driven decision-making.

As mentioned in Tab B, Forerunner has been providing Floodplain Management software to communities for the past 6 years. Forerunner partnership with 180 communities across the County, and 70 communities in the State of Florida alone has provided the firm with invaluable insights and experience with a variety of floodplain and Milestone Inspection ordinances. Over the past 6 years, Forerunner's software has reviewed hundreds of thousands of elevation certificates, helped communities navigate dozens of FEMA map changes, and supported communities with tens of thousands of post disaster inspections.

Forerunner's staff includes 18 Certified Floodplain Managers and 2 former State National Flood Insurance Program coordinators who are equipped to support the dynamic needs of community floodplain administrators.

Approach to Floodplain Management

Forerunner's software is purpose-built for the operational needs of floodplain administrators. The platform consolidates FEMA mapping data, Elevation Certificates, Letters of Map Change (LOMCs), Repetitive Loss properties, and local ordinance information into a centralized, user-friendly system. This integrated approach improves accuracy, efficiency, and record retention while ensuring consistent compliance with the National Flood Insurance Program (NFIP).

The Forerunner team has extensive experience partnering with communities across diverse flood risk environments, from coastal regions to inland riverine systems. Collaboration with local governments, regional planning agencies, and hazard mitigation professionals ensures that the platform continues to align with evolving regulatory standards and community needs.

Approach to Flood Risk Communication

Forerunner makes it easy for communities to provide property-specific flood risk data and mitigation resources to their constituents through an easy-to-use online portal.The platform transforms complex flood data — including flood zones, base flood elevations, and historical claims — into individual property profiles that residents can easily find and understand. This allows property owners to access accurate, localized flood risk data and relevant documentation (including Elevation Certificates), supporting informed decision-making regarding mitigation and insurance, reducing the administrative burden of communicating these details, and strengthening trust among the public.

Milestone Inspection Experience

Forerunner works with several communities in the State of Florida to support Milestone Inspections compliance tracking and maintenance. Forerunner's Milestone Inspections workflow is completely configurable and helps to manage the review process – from public submissions of inspection forms; automated trigger functionality to streamline internal comments and reviews; communication between internal users and milestone inspection submitters; and transparent maps and tables for residents to review structures that have completed the milestone inspection process.

Approach to Data Integration and Interoperability

Forerunner's architecture emphasizes interoperability and efficient data management. The platform integrates with FEMA's National Flood Hazard Layer (NFHL) and City parcel data to create a unified and comprehensive view of floodplain conditions. Additionally, the program connects with the City's parcel data REST service to pull property and address information on a monthly cadence, and ArcGIS exports are available for configuration for use in the City's ArcGIS Online account, if applicable. Through our included API endpoints, the city can connect their permit management systems to Forerunner and push Substantial Improvement/Substantial Damage and Elevation Certificate files into the platform.

Approach to Public-Facing Tools and Community Resilience

Forerunner's public portal enhances community resilience by improving access to critical flood information. Residents can easily view property-level flood data, download documentation, and understand their risk within the context of broader community resilience efforts. This functionality supports FEMA Community Rating System (CRS) outreach objectives.

By unifying data management, regulatory processes, and public engagement, Forerunner enables communities to transition from reactive flood response toward proactive risk reduction and long-term resilience.

Specifications of All Hardware and Software Requirements

The Forerunner software platform is cloud based and does not require specific hardware to operate. The Forerunner internal dashboard and public website are accessible from web browsers while the native mobile application is accessible on Android and Apple mobile devices.

2 – Specific Workplan

The City of Fort Pierce has been a Forerunner partner since June 30, 2023 and is successfully onboarded to the software platform. This implementation included:

- The Bulk Upload of The City's Historic Elevation Certificates
- Import of Custom Geospatial Map Layers
- Connecting to the City's Parcel Data Set
- Configuration of Milestone Inspections Records
- Configuration of Mailing Record
- Customization and Launch of Forerunner Public Website
- Multiple Staff Trainings

The platform is in current use by the City's floodplain management and milestone inspection teams. There is no additional onboarding required to access the features outlined in Tab E.

Because system implementation is not required, Forerunner anticipates an immediate date of delivery of when payment is received.

Although fully onboarded, the City of Fort Pierce can expect to collaborate with the Customer Success Manager (CSM) listed in Tab C to help the City navigate new goals and ensure you continue to get value from the program. During the partnership, your Customer Success Manager will work with you on areas such as:

- *Additional account configuration and training*
- *Troubleshooting issues*
- *Schedule meetings to showcase utilization, answer questions, spotlight new features, etc.*
- *Providing resources and materials*
- *Gather feedback to enhance the product continually*

Any newly-surfaced configuration needs outside of the floodplain management and milestone inspection use cases identified in the RFP response will be reviewed by your CSM to determine feasibility, potential additional cost, and expected timeline of delivery.



Tab D: Certificates and Business Requirements

Docusign Envelope ID: 137D913C-8F7D-4D77-B0D8-515080DFFC08

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Forerunner Industries, Inc.

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

Forerunner

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

548 Market Street #93531

6 City, state, and ZIP code

San Francisco, CA 94104

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–		–				

or

Employer identification number

8	3	–	3	6	8	9	6	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** DocuSigned by: Susanna Pho D5E12AAF50D0420... **Date** 3/19/2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Forerunner Florida State Business License

Forerunner is actively licensed to conduct business in the State of Florida. The link to the proposers compensation can be found on the Sunbiz website, at this specific link under the name Forerunner Industries, INC:
https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=FORERUNNERINDUSTRIES%20F220000042580&aggregateId=forp-f220000042580-9139b071-5885-4f36-9b9d-85435ece998b&searchTerm=forerunner&listNameOrder=FORERUNNER%20H860000



Tab E: Scope of Services and Technical Approach

Forerunner Technical Approach, Methodology, and Deliverables

Forerunner is a cloud-based software purpose-built to empower the day-to-day of floodplain management. It will aid the City of Fort Pierce in its efforts to accept accurate Elevation Certificates, track substantial improvements and damages to structures located within a Special Flood Hazard Area, provide a white-labeled public flood website for residents, track milestone inspection status, securely manage repetitive loss data, and track.

Please find a list of Forerunner's software features and associated deliverables attached below:

Elevation Certificate Automation

Forerunner extracts data from Elevation Certificates uploaded by users and geocodes them. This data is then used to run hundreds of validation checks on incoming permits and flag potential clerical, compliance, and measurement issues. For communities in the CRS, this double check can mean the difference between a substantial flood insurance discount for residents and being retrograded in the program.

- Automated data extraction for all Elevation Certificate types (1983 - 2022)
- Automated Elevation Certificate geocoding to a point and parcel
- Automated datum conversion of elevation data by geocoded point
- Automated Lowest Floor Elevation selection from EC for NFIP standards
- Automated Lowest Floor Elevation selection from EC for Highest Regulatory Standards
- Automated Error Detection for Elevation Certificates (Residential and Commercial Structures)
- Ability for users to ignore errors detected on Elevation Certificates
- Ability for users to write notes when they ignore issues on Elevation Certificates
- Ability for users to view Elevation Certificates in a Filtered and Exportable Table View
- Ability to filter, access and export files and extracted Elevation Certificate errors
- Per-property building elevation data

Floodplain Warnings

Understanding regulatory requirements for individual properties and reviewing permit applications can be tedious. Forerunner distills requirements down to the property level, enabling users to work faster and smarter. Users can set warnings on individual properties to flag them for nonconformance or noncompliance. Floodplain warnings are linked to Forerunner's EC Error Detection and SI/SD features, so that properties are flagged automatically when EC errors occur or when a property is marked as substantially damaged.

- Automated property warnings for NFIP & Highest Regulatory Standards compliance issues
- Automated property warnings for Effective & Preliminary map changes
- Automated property warnings for SI/SD
- Automated property warnings for Damage Assessments
- Map-based view of all warnings

Per-Property Floodplain Data

Forerunner provides users with property-level profiles that aggregate available data needed to take action. Users can track changes between flood maps and customize settings to reflect community-specific regulations.

- Automated parcel-level Flood Zone, Base Flood Elevation, Freeboard, Floodway, Coastal A & Pre/Post-FIRM determinations using existing FIRM datasets.
- Automated parcel-level Flood Zone and Base Flood Elevation determinations, where available, from custom maps & models.
- Customized Freeboard settings per account.
- Automated Design Flood Elevation calculations.
- Capability for the user to change Flood Zone, Base Flood Elevation, Design Flood Elevations, Floodway, and Coastal A determinations.
- Ability to view FIRM data both side-by-side for an individual property and as a map overlay
- Ability for users to share a public profile link to residents that includes property floodplain information
- Ability to track shared public profile links in the internal dashboard
- Per property document upload, storage and comment tracking

Substantial Improvement/Substantial Damage (SI/SD) & Damage Assessments

Forerunner's Substantial Improvement and Substantial Damage tracking feature helps users stay compliant with their regulations. The software flags properties that exceed SI/SD thresholds, so users know when to reach out to property owners. The Preliminary Damage Assessment (PDA) feature allows users to track damage post-disaster for individual properties and view their assessments on a map, enabling faster mobilization after disaster events.

- Tracking for Substantial Improvement and Damage Costs.
- Automated SI/SD Threshold calculations.
- Customizable Tax Assessment Adjustment Ratio per account.
- Customizable SI/SD Threshold percentages per account.
- Customizable SI/SD cumulative tracking period per account.
- Visualization of SI/SD costs against the threshold.
- Creation of Preliminary Damage Assessment
- Add photos to Preliminary Damage Assessment
- Geospatial tracking of Preliminary Damage Assessment Degree of Damage
- Ability to exclude and include SI/SD costs and Preliminary Damage Assessments
- Ability to collect damage assessment data via the Forerunner Mobile App
- Ability to create a Substantial Damage Estimate (SDE) mirroring FEMA's SDE tool methodology.
- SI/SD summary incorporating Substantial Damage Estimates into the calculation.

Resident Flood Website

Forerunner's white-labeled Flood Information Center website provides users with a powerful platform to deliver crucial flood risk information to residents and key stakeholders.

- Resident-facing Flood Information Center hosted by Forerunner that provides property-level flood risk data.
- Automated syncing of Elevation Certificates to Resident-facing Flood Information Center.
- Search for Elevation Certificates on the Resident-facing Flood Information Center by address or parcel ID.
- Contact form for flood information requests on the Resident-facing Flood Information Center.
- Automated tracking of flood information requests through the Resident-facing Flood Website.
- Tracking of resident floodplain management interaction logs for CRS purposes with export.
- Tracking of resident floodplain management interaction logs at the address level.

Per Property Communication Log

Forerunner has a dedicated community logging functionality for government officials to easily track community interactions on a per-property basis, satisfying the requirements of the CRS program and providing the community with a transparent view of conversations between government officials and the public. Forerunner also allows automatic export of these logs for CRS reporting.

Milestone Inspections

Forerunner's Milestone Inspections Module streamlines condominium inspection workflows by supporting Phase 1 and Phase 2 submissions and displaying imported condominium data from the City. Custom warnings, configurable tables, and document storage ensure efficient tracking and compliance.

- Support for Milestone Inspection workflows, including Phase 1 and Phase 2 submissions
- Import of condominium data supplied by the City for informational display
- Property-level custom warnings for milestone inspection tracking
- Configurable tables and fields for inspection data management
- Document storage for Phase 1 and Phase 2 reports and associated files

Mailings Record

Forerunner's Mailings Record Module provides property-level tracking for up to 10,000 letters per year, supporting multiple notice types and integrating mailing metadata from the City's Building Department. Customizable table views and reporting simplify communication, tracking, and compliance.

- Ability to track up to 10,000 mailings per year
- Property level insights into mailing campaigns
- Ability to support and customize mailing record for a variety of letter types
- Customizable table views and reporting for mailing data
- Ability to import of mailing metadata provided by the City

Repetitive Loss Data

Forerunner's sensitive data access features allow communities to gain insight into their Repetitive Loss Properties. Forerunner can import Fort Pierce's repetitive-loss property dataset, as provided by the City, geocode the data, and grant access only to users with permission to view the sensitive data.

- Geospatial tracking of repetitive loss properties
- Role-based data access permissions
- Yearly import of the updated repetitive loss properties dataset
- Data scrambling and authorization controls to ensure data protection
- Repetitive Loss data access is logged and tracked by Forerunner to ensure data security
- Personally Identifiable Information (PII) protection with document-level access controls and confidential material restrictions in keeping with Privacy Act of 1974 requirements

Task Management

Forerunner's task management system allows users to create, assign, and track Staff's tasks, ensuring nothing falls through the cracks while maintaining clear accountability and deadlines for all stakeholders.

- Dynamic task assignment to appropriate staff members based on roles and workload
- Configurable deadline management
- Integrated notifications and reminders across email and in-app
- Comprehensive task reporting for performance monitoring and optimization

Workflow Automation

Forerunner's workflow system allows the City staff to partner with Forerunner to create and modify complex, multi-stage floodplain and milestone inspection-related review processes without IT assistance, providing the flexibility to adapt program requirements, approval sequences, and stakeholder interactions as programs evolve.

- Configurable multi-stage workflows with role-based permissions controlling stage and field-level access
- Dynamic public program display and merchandising options based on workflow configurations and eligibility
- Automated task routing with configurable decision points and escalation protocols

Onboarding, Training, and Support

Forerunner ensures a seamless transition for new community partners through guided onboarding, data migration, and ongoing support. Each implementation is led by a dedicated account manager who provides hands-on assistance, ensuring users are trained, confident, and fully supported beyond initial setup. The typical Forerunner implementation process is documented below; however, because the City of Fort Pierce, FL is already a Forerunner customer, note that the system is already implemented and that configuration support and updates are now occurring on an on-going and as-needed basis:

- **Initial Assessment and Planning:** During our initial kick-off call, we learn more about the team and the goals for using Forerunner. We ensure that we fully understand how the City plans to get value out of the system so that we can help focus on the areas that will matter most. We ask some pertinent questions about floodplain management regulations, walk through the settings on the dashboard to make sure they reflect those regulations, set some goals for our work together, and establish next steps.
- **Initial Migration & Setup:** Forerunner's implementation team then assists with the import and organization of existing City materials including inspection records, and mailing data. The team also handles the creation of City user accounts and ensures system configurations align with local workflows.
- **Upload of Elevation Certificates:** Following the initial migration and set up, the City will provide historic Elevation Certificates to Forerunner for a file backfill. New Elevation Certificate will be uploaded by City staff when received from residents.
- **Training:** Comprehensive training sessions are provided for all designated City staff. These sessions include platform navigation, data management, and workflow best practices tailored to the City's needs. Additional training can be scheduled at any time as new features are released or staff members join.

As referenced in Tab C, Section 2, the City of Fort Pierce has been a Forerunner partner since June 30, 2023. The platform has been fully implemented and is in active use by the City's floodplain management and milestone inspection teams. The City's Forerunner Customer Success Manager will continue to support the City post-implementation in the following ways:

- **Ongoing Data Management:** As the City receives Elevation Certificates, City personnel can upload them directly into the system. Forerunner's automated data extraction and validation tools ensure that these uploads meet floodplain management and CRS requirements and integrate seamlessly into property-level records. Additional data sets can be backfilled by Forerunner team members, as needed.
- **Dedicated Account Management:** Each community partner is assigned a dedicated Customer Success Manager as a single point of contact for all support and coordination needs. The Customer Success Manager provides proactive outreach, handles troubleshooting, and coordinates additional training or configuration requests upon demand.
- **Maintenance:** Forerunner provides ongoing maintenance and system updates as part of the subscription, ensuring continuous performance, feature improvements, and regulatory compliance.

User Access & Role-Based Permissions

Forerunner provides ten (10) software user seats in this proposal. The City of Fort Pierce can assign users to varying levels of software access and permissions. Forerunner's segmented access includes the ability to filter which users can invite other users, control editing permissions, and control data deletion permissions.
Fort Pierce has the ability to add additional users, at a cost outlined in the Appendix 7, titled "Cost Estimate".

Data Ownership and Post-Termination Access

Forerunner acknowledges that all city data is the property of the City and will make such data available in machine-readable format within ninety (90) days following contract expiration or termination.

Licensing, Registration, and Legal Compliance (Florida)

Forerunner is organized outside of Florida, and is registered with the Florida Department of State and in active status on Sunbiz. Forerunner complies with all applicable federal, state, and local laws and regulations including those listed on RFP #2026 007 Section IV 5.2.

Forerunner implements industry standard information security controls for municipal data. Forerunner's internal dashboard is password protected with additional layers of security and access control for municipal repetitive loss data. The corporation is SOC II certified and undergoes penetration testing to ensure high levels of security. More information on Forerunner's security practices can be found on the company's website: https://www.withforerunner.com/security.



Tab F: References

Customer References

Hallandale Beach, FL

Christa Carrera
Floodplain Plan Review CRS Coordinator
239-450-0950

Bradenton, FL

Matthew Rush
Building Official
Planning & Community Development Department
101 Old Main Street, Bradenton, Fl 34205
941-932-9404

Pensacola, FL

Jonathan Bilby, MCP, CFM, ADAC
Building Inspections Director, ADA Coordinator
Building Inspections Division
222 W Main St. Pensacola, FL 32502
850-435-1748

Fernandina Beach, FL

Angie Lester, MBTO
CRS Administrator/Office Manager
204 Ash Street, Fernandina Beach, FL 32034
904-310-3146

Tab G: Additional Data

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Forerunner Industries, Inc.

Name and Title of Authorized Representative

Susanna Pho, COO

Pho

Signature

11/20/25

Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Forerunner Industries, 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 the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

11-20-25

Date

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 Susanna Pho, COO
(Print individual's name and title)

for Forerunner Industries, Inc.

whose business address is 548 Market Street #93531, San Francisco, CA 94104

(If applicable) its Federal Employer Identification Number (FEIN) is 83-3689645

(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.
   c. A person who knowingly enters into a joint venture with a person who has be

d. 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.)**

X 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.

Susanna Pho

(Signature)

11/20/2025

(Date)

STATE OF Virginia

COUNTY OF Hampton

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Susanna Pho

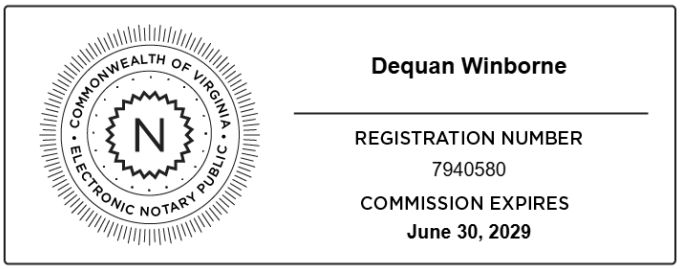
(Name of individual signing) Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 20th of November, 20 25.

Dequan Winborne

(NOTARY PUBLIC)

Dequan Winborne, Electronic Notary Public

My Commission Expires: 06/30/2029



Notarized remotely online using communication technology via Proof.

E-VERIFY
AFFIRMATION STATEMENT

Description: **FLOODPLAIN AND INSPECTION SERVICES SOFTWARE**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Forerunner Industries, Inc.

Authorized Company Person's Signature: Susanna Pho

Authorized Company Person's Title: COO

Date: 11/20/2025

STATE OF ~~FLORIDA~~ Virginia (DW)
COUNTY OF Hampton

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization this 20th day of November, 20 25 by Susanna Pho, who is ☐ personally known or ☑ produced identification

(ID produced: driver's license).

Signature: Dequan Winborne Dequan Winborne, Electronic Notary Public (Seal) NOTARY PUBLIC 7940580

My Commission Expires: 06/30/2029

Notarized remotely online using communication technology via Proof.

Dequan Winborne
REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

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

Vendor name: Forerunner Industries, Inc.

Authorized Representative's Name and Title: Susanna Pho, COO

Address: 548 Market Street #93531

City: San Francisco State: CA Zip Code: 94104

Phone Number: 510-880-1584 Email Address: hello@withforerunner.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: Susanna Pho Susanna Pho, COO 11/20/2025

Authorized Signature | Printed Name and Title | Date

DW

STATE OF ~~FLORIDA~~ Virginia
COUNTY OF Hampton

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

this 20th day of November, 20 25

by who is

DW

☐ personally known or
☑ produced identification (ID produced: driver's license).

Notary Public Signature: Dequan Winborne (Seal)

Print Name: Dequan Winborne, Electronic Notary Public My Commission Expires: 06/30/2029

COMMONWEALTH OF VIRGINIA • ELECTRONIC NOTARY PUBLIC • N

Dequan Winborne

REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

Notarized remotely online using communication technology via Proof.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

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.

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PRODUCER Paul Hughes (Rippling) c/o Libertate Insurance Services 20 North Orange Avenue; Suite 500 Orlando, FL 32801	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** peo-wc@rippling.com
INSURED Rippling PEO 1, Inc. Labor Contractor, for co-employees of: Forerunner Industries, Inc. 430 California St 11th Floor San Francisco, CA 94104	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Zurich Insurance Company — 40142 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 25NY0201282968 **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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 83-31-211-00	12/01/2025	12/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	12/01/2025	12/01/2026	**Client#** 833689645-NY	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Forerunner Industries, Inc.
1017 Bedford Ave Apt 2
Brooklyn, NY 11205

CERTIFICATE HOLDER

Forerunner Industries, Inc.
1017 Bedford Ave
Apt 2
Brooklyn, NY 11205

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): 11/24/2025

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PRODUCER	CONTACT NAME:	Rippling Support Team	
SUNZ Insurance Solutions, LLC ID: (Rippling PEO 1 Inc) c/o Rippling PEO 1 Inc 430 California St, 11th Floor San Francisco, CA 94104	PHONE (A/C, No, Ext):	915-491-2687	FAX (A/C, No):
	E-MAIL ADDRESS:	peo-wc@rippling.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : SUNZ Insurance Company	34762
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rippling PEO 1 Inc
LCF Forerunner Industries Inc
430 California St, 11th Floor
San Francisco CA 94104

COVERAGES **CERTIFICATE NUMBER:** 88061995 **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	$ $ $ $ $ $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC572-07138-024-SZ	12/1/2024	12/1/2025	✓ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Coverage provided for all leased employees but not subcontractors of: Forerunner Industries Inc Client Effective Date: 10/1/2024

CERTIFICATE HOLDER

For Information Purposes

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

Rick Leonard

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FOREIND-01 POOJAKUMARIRAJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2025

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PRODUCER	CONTACT NAME: Sandra Guertin
NFP Property & Casualty Services, Inc. 711 Westchester Avenue Suite 404 White Plains, NY 10604	PHONE (A/C, No, Ext): (802) 417-3118 FAX (A/C, No): (802) 773-6372 E-MAIL ADDRESS: sandy.guertin@nfp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Insurance Company Ltd	11000
INSURER B : Arch Specialty Insurance Company	21199
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Forerunner Industries Inc
548 Market Street #93531
San Francisco, CA 94104

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

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			16SBMAC7646	6/24/2025	6/24/2026	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			16SBMAC7646	6/24/2025	6/24/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			16SBMAC7646	6/24/2025	6/24/2026	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	CYBC Liability			C-4LQ0-140062-CYBER-2025	3/15/2025	3/15/2026	Aggregate	5,000,000
B	E&O/Prof			C-4LQ0-140062-CYBER-2025	3/15/2025	3/15/2026	Aggregate	5,000,000

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

Crime Liability | Policy No: 04KB071086725 | Policy Effective & Expiration dates: 11/25/2025 - 11/25/2026 | Limits: Employee theft: $1,000,000 | Deductible: $10,000

Directors & Officers Liability - Policy Number: 8263-3524; Effective Dates: 3/15/2025 - 3/15/2026; Aggregate: $3,000,000

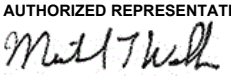
CERTIFICATE HOLDER

Proof of Insurance

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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AGENCY CUSTOMER ID: FOREIND-01 POOJAKUMARIRAJ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Forerunner Industries Inc 548 Market Street #93531 San Francisco, CA 94104
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Data Breach
Breach response limit is $5M

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CITY OF FORT PIERCE
PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

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

PLEASE SIGN AND RETURN WITH PROPOSAL

_____

Proposed Compensation



Please find pricing attached as a separate document, titled “Cost Estimate”. Pricing includes:

- Total annual cost for software and ten (10) user licenses
- Optional pricing for additional users
- Cost for training staff and implementation costs
- Cost for ongoing technical support

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Paul Thomas, Building Official**

FROM: **Madison White, Purchasing Agent** *Madison White*

SUBJECT: **RFP No. 2026-007 – Floodplain and Inspection Services Software**

DATE: **December 3, 2025**

On August 27, 2025, the Purchasing Division received specifications to go out for bid on the above subject proposal. The proposal was advertised on November 6 and 13, 2025, with a scheduled opening at 10:00 AM on November 26, 2025. Attached is the tabulation sheet for the above referenced proposal and the submittal checklist. A copy of each submittal received will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 1022 vendors. Thirteen (13) vendors requested specifications with two (2) responding (15.38%) 0 "No Bid" (15.38 % total responses).

Please note: The Purchasing Team has completed its review of all submissions and prepared a Submittal Response Checklist to assist with your evaluation. Concourse Tech Inc. has been deemed non-responsive for failing to provide the required information in accordance with **Section V, Instructions for Preparing Proposals**:

- **Tab A ~ Letter of Transmittal**
- **Tab B ~ Organizational Profile and Qualifications:** Organizational Profile, Resumes of Key Personnel, and did not provide two clients from the last five (5) years for which they did similar projects.
- **Tab C ~ General Information:** Didn't provide information regarding firms' experience.
- **Tab D ~ Certificates and Business Requirements:** Didn't provide Business Tax Receipt.
- **Tab F ~ References:** Provided references, but no information regarding the work provided or when.

Since only one responsive and responsible proposal remains, the City generally has two options:

1.) **Proceed without an evaluation committee.**
Since the City Ordinance does not require a committee when only one responsive submittal exists, staff may complete a responsibility review and make an award recommendation administratively, if the Purchasing Manager determines that formal scoring is unnecessary.

2.) **Convene the evaluation committee.**
Even with one responsive proposer, staff may still hold an Evaluation Committee meeting to:

- Document that the firm met qualifications.
- Score the proposal based on the published evaluation criteria.
- Demonstrate consistency with the process used when multiple proposals are received.

Purchasing Division's Recommendation:
The Purchasing Manager recommends staff proceed with **Option 2**, as it is considered best practice and is

supported by previous City of Fort Pierce processes. Therefore, the next steps are as follows:

Evaluation Phase

The next step in this process is the Evaluation Phase. The purpose of this phase is to determine whether the proposal received is responsive to RFP requirements, complete the ranking, and determine a recommendation to award. This phase consists of identifying an Evaluation Committee, meetings, and ranking of the proposal.

The members of the Evaluation Committee will need to be identified as well as scheduling of the **initial meeting**. It is my recommendation that a committee of three or five members are selected with you acting as Team Leader. A representative from Purchasing will serve as the Committee Liaison and should be present for any meetings.

During the initial meeting, the following roles are suggested to be assigned, if applicable to the project scope of work and necessary to determine an awardee:

1. **Team Leader**: Sets up team, coordinates strategies, sets timetables, assigns roles along with the Project Manager.
2. **Project Manager**: Person or representative responsible for leading the entire project through initiation, planning, execution, control, and completion; representative from department involved in service.
3. **Financial Analyst**: Price and Cost Analyst to compare proposals and check financial data.
4. **Technical Advisor(s)**: References, licensing, background checks, local preference, etc.
5. **Committee Member**: Evaluates the solicitation and will cast a vote.

Copies of the proposals and supporting documentation will be emailed to you and those carbon copied on this memo. Once the Evaluation Committee members have been established, they will be provided a copy of the responsive submittal.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's - Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **February 1, 2026**, which is the expiration date of the proposal and responses.

/mw

Attachments: Bid Tabulation
Submittal Response Checklist
Recommendation for Award Form (Fillable)

CC: Shaun Coss, Assistant Building Director | Interim Community Response Director

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**FLOODPLAIN AND INSPECTION SERVICES SOFTWARE**
RFP NUMBER:	**2026-007**
DATE:	**11/26/25 at 10:00am**
RECOMMENDED AWARD:	**Pending**

RESPONSE
2 of 13 = 15.38%
0 "No Bids"
Total = 15.38%

"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
Concourse Tech Inc. *New York, New York* **NON-RESPONSIVE**
Forerunner *San Francisco, CA*

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 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: December 11, 2025

RECOMMENDATION FOR AWARD

Solicitation No: RFP #2026-007

Solicitation Title: FLOODPLAIN AND INSPECTION SERVICES SOFTWARE

Solicitation Advertisement: COFP PURCHASING DIVISION, ROOM 101. 100 N U.S. 1, 1st FLOO

Solicitation Due Date: NOVEMBER 26, 2025 (10AM)

Award Authority:

- [x] **City Commission**
- [ ] **City Manager**
- [ ] **Purchasing Manager**
- [ ] **Director of Finance**
- [ ] **Planning Board**
- [ ] **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From: PAUL THOMAS, BUILDING DIRECTOR

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: FORERUNNER INDUSTRIES

Initial Term Amount: $153,108.00

Contract Terms, if applicable: THREE (3) YEAR TERM

Award is based on the following concurrence (s):

ONE(1) THREE (3) YEAR TERM (2026 - 2029) $153,108/THREE YEAR TERM. THERE ARE TWO (2) SUBSEQUENT ONE (1) YEAR RENEWALS ($51,036/ADDITIONAL YEAR RENEWAL)

CITY OF FORT PIERCE
SERVICE AGREEMENT
FLOODPLAIN AND INSPECTION SERVICES SOFTWARE

This Agreement for Floodplain and Inspection Services Software (hereinafter referred to as "Agreement" or "Contract") is made and entered into this ____ day of _____, 20___by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida (hereinafter referred to as the "City"), Forerunner Industries, Inc., a Foreign Corporation, authorized to do business in the State of Florida, whose principal place of business is 548 Market Street, #93531, San Francisco, California 94104 (hereinafter referred to as "Contractor") (collectively referred to hereinafter as the "Parties").

City and Contractor hereby agree as follows:

1. Contractor Services.

Contractor will provide the services as set forth in **Exhibit A**, Forerunner Master Agreement, and their Proposal in **Exhibit B**, attached hereto and incorporated for all purposes ("the Services"), to the satisfaction of City. Where terms found in Exhibit A or Exhibit B conflict with the Service Agreement terms, the Service Agreement terms shall prevail.

Contractor's performance of the Services will conform to the specifications and requirements contained in the RFP No. 2026-007 Floodplain and Inspection Services Software ("Proposal") and the Contractor's Proposal dated November 26, 2025, attached as Exhibit B . To the extent that the Proposal or Contractor's Proposal conflicts with the terms of this Agreement, the terms of this Agreement will control.

2. Compensation.

2.1 Total compensation to Contractor will not exceed **One Hundred Fifty-Three Thousand One Hundred Eight Dollars and 00/100 ($153,108.00)** for the initial three (3) year term of the Agreement, which includes all travel and expenses, equating to an annual amount not to exceed **Fifty-One Thousand Thirty-Six Dollars and 00/100 ($51,036.00) per year.** Payment for services performed will be processed within thirty (30) days of receipt and approval of invoice and in accordance with the Florida Prompt Payment Act, Florida Statutes Section 218.70–79.

2.2 Upon completion of the Services and acceptance by City, Contractor will submit an invoice setting forth amounts due to Contractor. Each invoice will be accompanied by documentation that City may reasonably request to support the invoice amount. City will, within thirty (30) days from the date it receives an invoice and supporting documentation, approve or disapprove the amount reflected in the invoice. If City approves the amount or any portion of the amount, City will promptly pay to Contractor the amount approved so long as Contractor is not in default under this Agreement. If City disapproves any invoice amount, City will give Contractor specific reasons for its disapproval in writing. Contractor will submit invoices to City as follows:

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

Fort Pierce, FL 34954

2.3 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 CONTRACTOR for correction and resubmission. CONTRACTOR 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 Statement of Work.

3. Term.

This Agreement shall commence as of the date last signed below ("Effective Date") and remain in full force and effect for the initial term of three (3) year, unless otherwise extended or terminated in writing. This Agreement may be renewed for two (2) one-year renewal options if mutually agreed upon in writing by both parties, subject to the same price, terms, and conditions set forth in this Agreement.

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

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

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

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

5. Ownership and Use of Work Material.

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

Notwithstanding the foregoing, and for the avoidance of doubt, Work Material shall not include Contractor's pre-existing intellectual property or proprietary technology, including without limitation Contractor's Software-as-a-Service (SaaS) platform, related software code, algorithms, tools, models, workflows, documentation, configurations, and any enhancements or derivatives thereof developed independently of or in connection with the Services (collectively, "Forerunner Intellectual Property", as defined in **Exhibit A**, Forerunner Master Agreement, Section 1.i). Forerunner Intellectual Property shall remain the sole and exclusive property of Contractor, and nothing in this Agreement shall be construed to transfer ownership of such Forerunner Intellectual Property to City.

To the extent any Forerunner Intellectual Property is incorporated into or necessary for the use of the Work Material, Contractor hereby grants to City a non-exclusive, non-transferable, non-sublicensable license to use such Forerunner Intellectual Property solely as embedded in the Work Material and solely for City's internal governmental purposes. Except for the limited license expressly granted herein, no rights in Forerunner Intellectual Property are conveyed to City.

5.2 Contractor grants and assigns to City all rights and claims of whatever nature and whether now or hereafter arising in and to the Work Material, excepting any Forerunner Intellectual Property as defined in Section 5.1 and any improvements or configurations to the Software platform made during the performance of this Agreement.

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

5.4 The Work Material will not be used or published by Contractor or any other party unless expressly authorized by City in writing, except as necessary to perform the Services or as otherwise permitted under this Agreement. Notwithstanding the foregoing, the parties acknowledge that certain Work Material may be incorporated into or made available through Contractor's Software or public-facing features, including but not limited to publicly accessible datasets, portals, or records intended for public use, as directed or enabled by City. Contractor may use, host, display, and process such Work Material solely to provide the Services and related functionality.

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

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

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

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

7. Public Records.

The CITY strictly adheres 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, the CONTRACTOR shall comply with all public records laws, specifically to:

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

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

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

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

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION

OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK BY PHONECALL, EMAIL, OR MAILING TO 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 NORTH U.S. HWY 1, FORT PIERCE, FL 34950.

8. Termination.

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

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

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

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

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

8.6 City may terminate this Agreement, without cause, upon 30 days written notice to Contractor. At such time, Contractor will be compensated only for that work which has been satisfactorily completed to the date of termination. No compensation shall be paid for de-mobilization, take-down, disengagement wind-down or other costs incurred due to termination of this Agreement.

8.7 Notwithstanding any other provisions of this Agreement, the insurance, indemnification, confidentiality provision as set forth in this Agreement shall survive the termination or expiration of this Agreement.

9. Indemnification.

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

the negligent or intentional acts or omissions of Contractor or its officers, agents, or employees in the performance of this Agreement.

The obligations to indemnify, defend, and hold harmless shall survive the termination and expiration of this Agreement.

10. Insurance.

Contractor shall be responsible for all damage to person and or property resulting from its 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 sub-Contractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

(1) Contractor at its own expense, shall procure and maintain throughout the term of this Contract, with insurers acceptable to the City of Fort Pierce, hereinafter called "City", the types and amounts of insurance conforming to the minimum requirements set forth herein. 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 sub-Contractors to provide insurance coverage complying with the requirements set forth herein and will provide the City with evidence of such coverage prior to the commencement of the sub-Contractor's work.

(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 the City of Fort Pierce, and their respective members, officials, officers and employees in the manner which would result from the attachment of the NCCI Waiver Of Our Right To Recover From Others Endorsement (Advisory Form WC 00 03 13) with the

City of Fort Pierce, and their respective members, officials, officers and employees scheduled thereon.

(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 the State of Florida or those which under an ISO filing, must be attached to the policy (i.e. mandatory endorsements).The City of Fort Pierce and their respective members, officials, officers, and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured -, Lessees, or Contractors – Scheduled Person or Organization). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

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

(4) Automobile Liability Insurance.

If the performance of the work will involve the use of automobiles, Contractor shall be required to procure and maintain 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

(5) Professional Liability Insurance.

Such insurance shall be on a form acceptable to the City and shall cover Contractor for those sources of liability arising out of the rendering or failure to render any professional services required in the Agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

Each Claim/Annual Aggregate	$1,000,000

The required Professional Liability coverage may be provided as a part of the Cyber Liability coverage required below. If Contractor subcontracts any of the work, Contractor shall either include the Sub-Contractors in Contractor's coverage or require the Sub-Contractors to maintain Professional Liability coverage as described herein. The insurance may be subject to a deductible not to exceed $10,000 per claim.

(6) Watercraft Liability.

If, and to the extent any watercraft are utilized in the performance of the work, Contractor shall purchase and maintain, or cause its sub-Contractors to purchase and maintain, insurance which shall, at a minimum cover the Contractor and sub-Contractor for injuries or damage arising out the use of all owned, non-owned and hired watercraft. The insurance shall include the City and its members, officials, officers and employees as additional insureds.

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

Each Occurrence/Annual Aggregate	$1,000,000

(7) Cyber Liability & Data Storage.

Such insurance shall be on a form acceptable to the City and shall cover, at a minimum, the following:

- Data Loss and System Damage Liability (when applicable)
- Security Liability
- Privacy Liability
- Privacy/Security Breach Response Coverage, including Notification Expenses

Such Cyber Liability coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The cyber liability insurance shall include the City and its members, officials, officers and employees as additional insureds. The minimum limits (inclusive of and amounts provided by an umbrella or excess policy) shall be:

Each Occurrence/Annual Aggregate	$1,000,000

Please note: The Cyber Liability coverage may be combined with the Professional Liability coverage required above.

(8) General Conditions.

The insurance provided by Contractor 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 Contractor.

Except as otherwise specifically authorized by this Agreement or where prior written approval has been obtained from the City hereunder, the insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention. To the extent there is any deductible or self-insured retention applicable to any required insurance, Contractor shall be solely responsible for paying such deductible or self-insured retention, including any amounts owed under such deductible or self-insured retention on behalf of the City, or its members, officials, officers and employees.

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

Neither approval by the City nor failure to disapprove insurance furnished by Contractor shall relieve Vendor from responsibility to provide insurance as required by this Agreement. Contractor shall deliver to the City the required certificate(s) of insurance and endorsement(s) before the City signs this agreement.

Contractor's failure to obtain, pay for, or maintain any required insurance shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement. In the event of any termination or suspension, the City may use the services of another Contractor or Contractors, without the City incurring any liability to Contractor.

At its sole discretion, the City may obtain or renew Contractor's insurance, and the City may pay all or part of the premiums. Upon demand, Contractor shall repay City all monies paid to obtain or renew the insurance. The City may offset the cost of the premium against any monies due to the Contractor from the City.

The Contractor shall furnish the City Certificates of Insurance allowing thirty (30) days' notice for any change, cancellation, or non-renewal. Such Certificates shall contain the following wording:

(ACCORD) "SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL THIRTY (30) DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN."

If the insurance policies expire during the terms of the Contract, a renewal certificate or binder shall be filed with the City fifteen (15) days prior to the renewal date.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured
City of Fort Pierce/Grants Administration Division and their members, officials, officers and employees.

11. Written Authorization Required.

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

12. Notice.

All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, telecommunicated, or mailed by registered or certified mail (postage prepaid) return receipt requested, addressed to:

As to City:
Gelencia Carter
Director of Building
100 North U.S. Hwy 1
Fort Pierce, FL 34950

With a Copy To:
City Attorney
Purchasing Manager
100 North U.S. Hwy 1
Fort Pierce, FL 34950

With a Copy To:
Paul Thomas
100 North U.S. Hwy 1
Fort Pierce, FL 34950

As to Contractor:
Susanna Pho
COO
Forerunner Industries, Inc.
548 Market Street, 93531
San Francisco, CA 94104

13. Miscellaneous.

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

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

13.3 Taxes. The City is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The City exemption number is on the face of the Purchase Order. Contractor shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City Tax Exemption Number in securing such materials. This exemption does not apply to purchases of tangible personal property in the performance of contracts for the City.

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

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

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

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

13.8 **Waiver of Jury Trial. EACH OF THE PARTIES IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING IN ANY JURISDICTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT.**

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

13.10 Conflict of Interest. Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes. Contractor further represents that no person having any interest shall be employed for said performance.

13.11 Verification of Employment Status. Contractor agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986 if all persons it employs in the performance of this Agreement.

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

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

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

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

13.13 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 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.

CONTRACTOR
FORERUNNER INDUSTRIES, INC.

By: Pho

Name: Susanna Pho

Title: COO

Date: 05-05-2026

CITY OF FORT PIERCE

By: _____
Linda Hudson, Mayor

_____
Date

Approved as to form and correctness as to the City

By: _____
Sara K. Hedges, City Attorney

EXHIBIT "A"
FORERUNNER'S MASTER AGREEMENT

FORERUNNER

Master Services Agreement & Statement of Work

City of Fort Pierce, FL
1/1/2026

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Master Services Agreement

This Master Services Agreement ("**Agreement**"), effective as of 1/1/2026 ("**MSA Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the City of Fort Pierce, a Florida municipality.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Definitions.** Defined terms have the meanings set forth in this Paragraph 1. Definitions and elsewhere in this Agreement and any Statement of Work attached to this Agreement and incorporated herein when capitalized. These terms may be read in singular, plural, or an alternative tense as the context requires.
   a. **Affiliate** means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.
   b. **Applicable Law** means, with respect to any party, any federal, state or local statute, law, ordinance, rule, administrative interpretation, regulation, order, writ, injunction, directive, judgment, decree or other requirement of any international, federal, state or local court, administrative agency or commission or other governmental or regulatory authority or instrumentality, domestic or foreign, applicable to such party or any of its properties, assets or business operations.
   c. **Authorized User** means an Affiliate, employee or independent contractor of Customer (solely to the extent such contractor is providing services to Customer), who has been authorized by Customer to use the Services.
   d. **Confidential Data Sets** means any sets of data or content originally created or developed by Forerunner or the Software, which may include, but is not limited to, sets of data in which Extracted Data is an input, combined or aggregated with, or augmented by other data or content that is not Extracted Data.
   e. **Confidential Information** means, without limitation, business, technical, and/or financial information relating to the Disclosing Party, regardless of the form and whether or not marked or otherwise identified as "Confidential." With respect to Forerunner, Confidential Information also means the Services, Confidential Data Sets, and any and all source code relating thereto, as well as documentation and non-public information or material regarding Forerunner's legal or business affairs, financing, customers, properties or data. With respect to the Customer, Confidential Information means any non-public information or material regarding Customer's legal or business affairs, financing, customers, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is or becomes public knowledge without any action by, or involvement of, the party to which the Confidential Information is disclosed (the "Receiving Party"); (ii) is documented as being known to the Receiving Party prior to its disclosure by the other party (the "Disclosing Party"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and it so documents; or (iv) is obtained by the Receiving Party without restrictions on use or disclosure from a third person who did not receive it, directly or indirectly, from the disclosing party. Notwithstanding any of the foregoing, Confidential Information does not include information which constitutes public record according to applicable federal and state law.
   f. **Customer Data** shall mean the Customer Materials and Extracted Data, collectively.
   g. **Customer Materials** means all materials and other content provided by Customer to Forerunner to enable the provision of the Services.
   h. **Extracted Data** means all information, data, and other content that is extracted or collected by Forerunner solely from the Customer Materials or otherwise from the Customer through the Services and is not combined or aggregated with or augmented by data or content that is not Extracted Data.

i. **Forerunner Intellectual Property** means:
   1. The Software used by Forerunner to provide the Services, including all Updates, revisions, derivatives, improvements and modifications thereto.
   2. The hardware, software, databases, networks, cloud or other hosted solutions, or other information technology infrastructure used by or on behalf of Forerunner in performing the Services (the "**Forerunner Information Technology Infrastructure**").
   3. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner creates, derives from, provides or uses in connection with the Services, and, any other information or materials that otherwise comprise or relate to the Services, including but not limited to any Confidential Data Sets.
   4. Any models, analyses, analytics, algorithms, and machine learning applications created or developed by Forerunner that incorporate, in whole or in part, the Confidential Data Sets and/or Extracted Data.
   5. Any other technology, data (whether encrypted or unencrypted), reports, documents, manuals, instructions or other materials or deliverables that Forerunner provides in connection with the Services designates as confidential, proprietary or trade secret information and/or as exempt from public disclosure.

j. **Forerunner Representatives** mean Forerunner's employees, officers, directors, agents, independent contractors, service providers, subcontractors.

k. **Integration Agreement** means the agreement, if applicable, governing any integrations with Third Party Applications.

l. **Intellectual Property Rights** means all intellectual and industrial property rights, whether now existing or existing in the future, including without limitation, (i) all patent rights, including any rights in pending patent applications and any related rights; (ii) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (iii) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (iv) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (v) all other rights covering industrial or intellectual property recognized in any jurisdiction.

m. **Services** means the services provided or required to be provided according to this Agreement, as well as any Statements of Work attached to this Agreement and incorporated by reference.

n. **Software** means Forerunner's computer software and all Updates made available by Forerunner to Customer under this Agreement, including Confidential Data Sets.

o. **Statement of Work (SOW)** means a detailed plan of work to be agreed by the Parties in conjunction with this Agreement.

p. **Term** means the Initial Term and any Renewal Terms.

q. **Third Party Provider** means third parties, including other Vendors, state agencies and local agencies that control products and/or databases with which Forerunner Services are to be interfaced and whose engagement has been pre-approved by Forerunner. Before engaging with a Third Party Provider, Customer agrees to obtain prior approval by Forerunner.

r. **Updates** means any and all new releases, new versions, patches and other updates for the Services that Forerunner makes generally available without additional charge to other customers of its Services.

s. **Vendors** means third parties with whom Forerunner contracts to provide components of the Services and includes without limitation, Amazon Web Services (for platform hosting) and Google (for Google Maps).

2. **Forerunner Software Services**.

   a. Subject to this Agreement, Forerunner will use commercially reasonable efforts to provide the Forerunner Services described in the Statement of Work attached to this Agreement and incorporated herein by reference, and in any additional SOWs that may be entered into by the parties from time to time and which incorporate this Agreement by reference (collectively, the "Services").

b. Forerunner may make changes or updates to the Services that it deems necessary or useful to: (a) maintain or enhance the quality, delivery, cost efficiency or performance of the Services; and/or (b) comply with any Applicable Law, statute, regulation or other governmental rule or requirement ("Law").

c. Forerunner may also make other changes and updates as it deems necessary, provided that such changes do not materially derogate the overall quality of the Services. Forerunner does not guarantee that the Services are or will remain compatible with any particular third party software or equipment, and may, upon ten (10) days written notice, terminate its support for any software or equipment that Forerunner determines is incompatible with the operation of the Services.

d. Other than with respect to reasonable costs incurred to provide updated versions of Forerunner Services, all Updates or updated versions provided by Forerunner during the Term of this Agreement are deemed part of the Services and are subject to all applicable terms and conditions in this Agreement. Customer agrees to pay for reasonable costs, if any, incurred to achieve compliance with laws, statutes, regulations, and/or other governmental rules.

e. The parties acknowledge and agree that Forerunner may engage Vendors to perform Services subject to applicable federal and state laws. Vendors will be subject to provisions detailed in this Master Services Agreement and any Statement of Work attached and incorporated by reference.

f. In accordance with §448.095, Florida Statutes, Forerunner 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 or vendors 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 or vendor during the term of this Agreement. If Forerunner enters into a contract with a subcontractor or vendor performing work or providing services on its behalf, Forerunner shall also require the subcontractor or vendor to provide an affidavit stating that the subcontractor or vendor 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 shttp://www.dhs.gov/E-Verify. Forerunner shall, upon request, provide evidence of compliance with this provision to the Customer. An agreement terminated pursuant to §448.095, Florida Statutes, is not a breach of contract and may not be considered as such. If the Customer terminates this Agreement with Forerunner, Forerunner may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. Forerunner is liable for any additional costs incurred by the Customer as a result of the termination of this Agreement under §448.095, Florida Statutes.

3. **Customer Responsibilities; Restrictions; and Suspension.**

a. **Responsibilities.** Customer will be responsible for and is required to obtain and maintain an information technology infrastructure necessary to connect to, access, or otherwise use the Services, including, without limitation, hardware, software, operating systems, networks, databases, and web servers and/or any other information technology infrastructures necessary to connect to, access, or otherwise use the Services. However, notwithstanding any provision herein, nothing in this Agreement and any Statement of Work attached shall require Customer to fail to comply with all applicable records retention requirements and public records laws.

b. **In addition, Customer shall**:

i. Have sole responsibility for the accuracy; legality; and rights to use, obtain, and share with Forerunner all Customer Materials and any data or information contained therein.

ii. Ensure that its Authorized Users shall securely manage their respective password(s) for access to the Service and any user IDs, passwords, and other access credentials for the Services are kept strictly confidential and not shared with any unauthorized person.

iii. Promptly notify Forerunner of any breach of security or unauthorized use of its account.

iv. Comply with all applicable local, state, federal and foreign laws in using the Services.

c. **Restrictions.**

i. As a condition to receiving the Services, and in addition to any other obligations set forth in a properly

executed SOW, Customer may only use the Services in furtherance of its internal government operations, and not for the use by, or benefit of, any third party.

ii. Customer shall use the Services solely for itself and its Affiliates' government purposes as contemplated by this Agreement for itself and its Affiliates.

iii. Customer shall not license, sell, resell, lease, transfer, distribute, or otherwise commercially exploit or make the Services or Forerunner Intellectual Property available to any third party.

iv. Customer shall not modify, translate or create derivative works based on the Services or Forerunner Intellectual Property.

v. Customer shall not alter or remove any proprietary rights, notices or marks in the Services or Forerunner Intellectual Property, or use the Services or Forerunner Intellectual Property in any way or for any purpose that infringes, misappropriates or otherwise violates any Intellectual Property Rights or other right of Forerunner and/or any third party.

vi. Customer shall not send via the Services, or store within the Services, any unlawful, offensive or tortious material, including, without limitation, hate speech or discriminatory content.

vii. Customer shall not imitate or impersonate another person, or his, her or its email or other address or contact information.

viii. Customer shall not create false accounts for the purposes of sending unsolicited messages (spam).

ix. Customer shall not send messages to individuals who have asked not to receive future messages from Customer (opted out).

x. Customer shall not send, upload to, or store within the Services any viruses, worms, time bombs, Trojan horses and/or any other harmful or malicious codes, files, scripts, agents or programs.

xi. Customer shall not interfere with, or disrupt, the integrity or performance of the Services or the data contained therein.

xii. Customer shall not attempt to gain unauthorized access to the Services or its related systems or networks.

xiii. Customer shall not use the Services in any fraudulent, harmful or misleading way or in any other way that violates any Applicable Law.

d. **Suspension.** Any use of the Services by Customer or its Authorized Users that, in Forerunner's reasonable judgment, imminently threatens the security, stability, integrity or availability of the Services, or otherwise harms other customers or third parties, may result in immediate suspension of the Services. Forerunner, however, will use commercially reasonable efforts under the circumstances to notify Customer in advance of such suspension and provide Customer with an opportunity to correct its usage prior to any such suspension. Forerunner will have no financial or legal liability for any such suspension made in good faith. Additionally, unless this Agreement has been terminated, Forerunner will cooperate with Customer to restore access to the Services once it verifies that Customer has resolved the condition requiring suspension.

4. **Fees; Payment Terms; Taxes; Customer Acknowledgement**. Customer will pay Forerunner the fees described in any SOW attached to this Agreement for the applicable Services in accordance with the terms therein (the "**Fees**").

a. **Fees.** Except as otherwise may be specified herein or in any SOW attached to this Agreement:

i. Fees are based on the Services purchased.

ii. Fees paid for services rendered are non-refundable.

iii. Upon the expiration of the Term, the Annual Fee for any subsequent renewal Term shall be subject to Forerunner's sole discretion and based on, among other factors, software enhancements that Forerunner has made or anticipates making to the Services, security and other updates to the Services, but at least a 10% increase over the prior Term's Annual Fee.

b. **Payment Terms.**

i. All amounts due for this Agreement and any SOW's attached to this Agreement shall be paid within thirty (30) days after invoice is received by Customer.

ii. Forerunner reserves the right to charge, and Customer agrees to pay, a late charge equal to one and one half percent (1.5%) per month on any amount that is unpaid on such amount's due date, and on any other outstanding balance.

iii. Customer will pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind, for amounts owed or payable to Forerunner whether under this Agreement, Applicable Law or otherwise except when relating to Forerunner's breach of contract

c. **Taxes.** Customer will be responsible for all taxes associated with Services with the understanding that the Customer is exempt from sales and use taxes.

d. **Customer Acknowledgement.** Customer acknowledges and agrees that although the Services may include legal-related information, no recommendations are being made by Forerunner regarding Customer's legal or other decisions related to any agreements, forms or related advice. Customer acknowledges that no Services provided by Forerunner constitutes investment, accounting, tax, or legal advice. Planning decisions made by Customer using Forerunner deliverables are done at the sole discretion and risk of the Customer and Forerunner is not responsible for the outcomes of any decisions.

5. **Term; Renewal; Termination.**

a. **Term**. This Agreement is effective as of the MSA Effective Date and will continue thereafter for the Term specified in any SOW attached to this Agreement (the "**Initial Term**"), unless earlier terminated.

b. **Renewal.** This Agreement may be renewed for additional periods, subject to written agreement of both parties.

c. **Termination.**

i. Forerunner may terminate this Agreement in the event of a breach by Customer of any term or condition of this Agreement upon ten (10) days prior written notice (written notice includes an e-mail to the e-mail address provided by the Customer).

ii. In addition, Forerunner may terminate this Agreement immediately if the Customer becomes insolvent, files for bankruptcy or is adjudged to bankruptcy proceedings.

iii. Forerunner may also terminate this Agreement under other reasonable circumstances with thirty (30) days prior written notice, provided that Forerunner shall refund any pre-paid fees for the Term (pro-rated based on the number of days that have elapsed from the MSA Effective Date through the effective date of termination).

iv. Customer may terminate this Agreement for convenience or cause with thirty (30) days prior written notice. In the instance that Customer terminates this Agreement due to a termination of third party software compatibility per 2.c. or due to the cost prohibitive nature of achieving legal compliance per 2.d., Customer will not be responsible for financial obligations not yet incurred.

v. **Effect of Expiration of Term; Termination; Survival**. Upon expiration of Term or earlier termination:

1. The Services will terminate and each party will cease use of the other party's Confidential Information.
2. Customer will pay Forerunner any remaining balance of the fees in full for the Services up to and including the last day on which the Services are provided.
3. Forerunner may, but is not obligated to, delete stored Customer Materials subject to applicable federal and state laws.
4. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, perpetual licenses granted by Customer, confidentiality obligations, warranty disclaimers, and limitations of liability.

6. **Intellectual Property and Ownership.**

a. **Forerunner Intellectual Property**.

i. All right, title and interest in, and to, the Services and the Forerunner Intellectual Property are and will remain with Forerunner and its licensors, if any, subject only to the Limited License granted to

Customer in the next paragraph **"Limited License."**

ii. **Limited License.** Forerunner grants Customer a revocable, non-exclusive, non-transferable, non-sub-licensable license to use the Services and Forerunner Intellectual Property during the Term solely in furtherance of Customer's internal government operations and not for the use by, or benefit of, any third party.

b. **Customer Data.**

i. Other than as provided in this Agreement, Forerunner acknowledges and agrees that Customer will own all rights to, title in, and interest in Customer Data, and Forerunner will provide copies of Customer Data to Customer upon Customer's request.

7. **Publicity and Marketing.** The parties agree that:

a. Forerunner may include Customer's name and logo in its customer lists and on its website with prior written approval by Customer.

b. Forerunner may issue communications, such as press releases, case studies, and testimonials that reference the relationship between Customer and Forerunner and the manner in which Customer is using the Forerunner solution with prior written approval by Customer.

c. Customer will use reasonable efforts to act as a reference for Forerunner with prior written approval.

d. Upon request by Customer, Forerunner shall coordinate its efforts with appropriate communications personnel in Customer's organization to secure approval of any such published materials.

8. **Confidential Information.**

a. Each party as the "**Recipient**" understands that the other party as the "**Disclosing Party**" has disclosed or may disclose nonpublic, confidential or proprietary information relating to the Disclosing Party's business. In addition to all descriptions of Confidential Information in this Agreement, Confidential Information does not include information that:

i. Was rightfully known to the Recipient prior to such information being disclosed or made available to it in connection with this Agreement.

ii. Was or becomes generally known by the public other than by the Recipient's or Representative's noncompliance with this Agreement.

iii. Was or is received by the Recipient on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality.

b. As a condition to being provided with access to Confidential Information, Recipient agrees that it will:

i. Not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement.

ii. Not disclose or permit access to Confidential Information other than to its Authorized Users, who need to know such Confidential Information for purposes of the Recipient's exercise of its rights or performance of its obligations under this Agreement and are bound by confidentiality obligations no less restrictive than those set forth herein, or to a third party if the Recipient is compelled by Applicable Law pursuant to a lawful court order or judicial subpoena (but in no event will the Recipient voluntarily provide any Confidential Information to any third party, whether governmental or otherwise).

iii. Safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care.

9. **Representations and Warranties.**

a. **Customer**.

i. Customer represents and warrants that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Forerunner and processed in accordance with this Agreement, they do not and will not infringe, misappropriate, or

otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any Applicable Law.

ii. Customer further represents and warrants that it will ensure that all Authorized Users will:
   1. Safeguard the Services and only use the Services in accordance with the terms and conditions set forth herein and not in any manner prohibited by this Agreement.
   2. Not use the Services or any Forerunner Intellectual Property in a manner or for any purpose that infringes, misappropriates or otherwise violates any law or Intellectual Property Right of Forerunner or other third party.
   3. Use the Services in compliance with all Applicable Laws.

b. **Forerunner**. Forerunner represents and warrants to Customer that it will:
   i. Perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services.
   ii. Devote reasonably adequate resources to maintain the Services in a manner that minimizes errors and interruptions.
   iii. Employ commercially reasonable security measures in accordance with applicable industry practice in connection with its collection, storage and processing of Customer Materials.
   iv. Notwithstanding the foregoing, Forerunner will not incur any obligation or liability if the Services are unavailable:
      1. For scheduled maintenance.
      2. As a result of any satellite, broadband or network connectivity issues, interruptions or failures.
      3. As a result of any other circumstances beyond Forerunner's reasonable control, including, without limitation:
         a. Customer's negligence or failure to use the Services properly or in accordance with the terms and conditions of this Agreement;
         b. Customer's use of the Services in a modified form, or Customer's use of the Services in connection or combination with any third party software or hardware;
         c. When Forerunner suspends the Services where it determines in its sole discretion that any data collection, processing, or transferring would be restricted or prohibited by Applicable Law
         d. When Forerunner suspends or terminates Customer's access to the Services due to its good faith belief that Customer is involved in any type of fraudulent, misleading or unlawful activity relating to or in connection with any of the Services, or has otherwise failed to comply with the terms and conditions of this Agreement; and/or
         e. Where Forerunner receives a judicial or other governmental order, subpoena or similar request that expressly or by reasonable implication requires Forerunner to suspend or terminate the Services.

10. **Disclaimer of Warranties**.
   a. Forerunner does not warrant that the Services will be uninterrupted or error free or be compatible with any other goods, services, or technologies.
   b. Forerunner does not make any warranty as to the data, reports, or results that may be obtained from use of the services, including the completeness or accuracy of such data, reports or results, including geocoding or data extraction, except as expressly set forth in this section.
   c. The Services are provided "AS IS" and Forerunner disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement.

11. **Limitation of Liability**.
    a. **Limitation of Liability.** In no event will Forerunner be liable to Customer or to any third party under, or in, connection with this agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability and/or otherwise, for:
        i. Any loss of revenue or profit.
        ii. Cost of replacement goods or services.
        iii. Loss of goodwill or reputation.
        iv. Loss, damage, or corruption of any Customer Materials or reports provided as part of the Services.
        v. Losses caused by, or resulting from, any action, conclusion, decision or omission based on any data or reports provided as part of the Services.
        vi. Damage or losses caused by any third party materials used in connection with the services.
        vii. For any consequential, incidental, indirect, exemplary, special, enhanced or punitive damages, regardless of whether such party was advised of the possibility of such losses or damages were otherwise foreseeable.
    b. **Limitation of Aggregate Liability.** In no event will the aggregate liability of Forerunner in connection with this Agreement under any legal or equitable theory exceed the fees paid or payable by Customer to Forerunner in the twelve months preceding the action.

12. **Notices.** All notices under this Agreement will be provided in writing to the addresses set forth on the signature page or as stated below and will be deemed to have been duly given when received as follows:
    a. Personally delivered.
    b. When receipt is confirmed by recipient.

    Upon receipt, if sent by certified or registered mail, return receipt requested.

13. **Miscellaneous**.
    a. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other third party any legal or equitable right, benefit or remedy of any nature whatsoever under, or by reason of this Agreement.
    b. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this Agreement.
    c. In the event a conflict between this Agreement and a SOW arises, this Agreement will control, unless otherwise expressly provided in the SOW.
    d. The parties agree that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
    e. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
    f. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
    g. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement.
    h. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
    i. Except as otherwise provided in this Agreement, neither party may assign any of its rights or delegate

any of its obligations under this Agreement without the prior written consent of the other party; provided, that Forerunner may assign any of its rights or delegate any of its duties under this Agreement without any prior written consent of Customer if such assignment or delegation is to a successor by consolidation, merger or operation of law or to a purchaser of all or substantially all of its assets.

j. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Forerunner in any respect whatsoever.

k. Except with respect to failure to pay any amount due under this Agreement, nonperformance of either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts that are not caused by or within the control of the nonperforming party, orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

l. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

m. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

n. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[Signature Page Follows]

Forerunner MSA Signature Page

IN WITNESS WHEREOF, the parties hereto have executed this Master Services Agreement as of the MSA Effective Date.

Forerunner Industries, Inc.

Signed: Pho

Name: Susanna Pho

Title: Chief Operating Officer

Date: 05-05-2026

Address: 548 Market Street #93531, San Francisco, CA 94104

City of Fort Pierce, FL

Signed:

Name:

Title:

Date:

Address:

EXHIBIT A

Statement of Work No. 1

This Statement of Work No. [1] ("**SOW**"), effective as of 1/1/2026 (the "**SOW Effective Date**"), is entered into between Forerunner Industries, Inc., a Delaware corporation ("**Forerunner**"), and the City of Fort Pierce, a State of Florida municipality ("**Customer**"). This SOW adopts and incorporates by reference the terms and conditions of the Master Services Agreement ("**MSA**"), entered into by Forerunner and Customer on June 30th, 2025. Capitalized terms used but not defined in this SOW shall have the meanings set out in the MSA.

Customer Information

Customer Name: City of Fort Pierce, FL
Customer Address: 100 N U.S. Highway 1, Fort Pierce, FL 34950
Customer Contact Name: Paul Thomas, Shaun Coss, DeVoshay Johnson, Gelencia Carter
Contact Email: pthomas@cityoffortpierce.com, scoss@cityoffortpierce.com, djohnson@cityoffortpierce.com, gcarter@cityoffortpierce.com
Contact Phone: 772-467-3000

Term

Three (3) Years

Fees

Item	Type	Cost
Forerunner Annual License **includes mobile offline mode*	Paid Upfront	$114,108
Repetitive Loss Data Module	Paid Upfront	$16,500
Milestone Inspection Module	Paid Upfront	$16,500
Mailings Record Module	Paid Upfront	$6,000

Payment Terms

Forerunner's may be renewed for additional periods, subject to written agreement of both parties. As described in the Agreement, all amounts due shall be payable within 30 days after invoice is received by Customer.

Description of Forerunner Software and Services

1. **Software and Services**. Forerunner will provide the following software and services to the Customer:
    a. **Data Extraction.** Forerunner will extract select fields ("Extracted Data") from Customer's archived and incoming Elevation Certificates, subject to the terms and conditions of the Master Services Agreement. List of extracted fields provided to Customer by request
        i. **Data augmentation.** When available, data extraction will include:
            b. Automated address geocoding, subject to the terms and conditions of the Master Services Agreement.
            c. Automated parcel assignment, subject to the terms and conditions of the Master Services Agreement.
            d. FIRM data assignment.
            e. Datum conversion.
    b. **Software.** As part of its ongoing Software offering, Forerunner will provide the following:
        i. Accounts for up to ten (10) users. Additional seats available for added fee.
        ii. Forerunner internal dashboard
            a. Elevation Certificate management.
                i. Internal Elevation Certificate upload.
                ii. Elevation Certificate table with filtering.
                iii. Elevation Certificate download.
            b. Internal document management.
                i. Internal per-property document upload and storage.
            c. Activity tracking.
                i. Activity tracking for internal actions taken in dashboard.
                ii. Per-property comment tracking.
            d. Substantial Improvement and Damage tracking
            e. Mapping.
                i. FIRM map overlay(s) where available.
                ii. Address search.
                iii. Per-property building attribute data, where available.
            f. Automated Elevation Certificate error detection for:
                i. Residential structures only.
                ii. Documents with form dates more recent than 2015.
                iii. Documents with issue dates more recent than Effective FIRM date for location.
            g. Per-property communication log.
                i. Log export.
            h. Dashboard permissions.
                i. Segmented access to dashboard functionality by role type.
                ii. Ability to add new users and set roles.
        iii. Public Website.
            a. Elevation Certificate public search including:
                i. Elevation Certificate table filtering by address, parcel ID, Block, Lot, and more.
                ii. PDF document view.
            b. Public property profiles displaying flood risk information.

i. Share public profile functionality and communication log tracking on internal dashboard.

c. Property search by address.

iv. Milestone Inspections Module
   a. Support for Milestone Inspection workflows, including:
      i. The import of condominium data provided by Fort Pierce as an info section in Forerunner.
      ii. Milestone Inspections submissions form for Phase 1 and Phase 2 reports
      iii. Milestone Inspection property-level custom warnings.
      iv. Configurable tables for Milestone Inspection data fields.
      v. Document storage for Phase 1 and Phase 2 files.

v. Mailings Record Module
   a. Property-level record to track up to 10,000 letters per year
   b. Mailing support for
      i. Milestone Inspection Notices
      ii. Repetitive Loss Area Notifications
      iii. Preliminary Damage Determinations
      iv. Substantial Damage/Improvement Determinations
   c. Custom table views of mailing data
   d. Import of mailing meta-data provided by the building department

vi. Repetitive Loss Data Module
   a. Yearly import of Customer's repetitive loss data, as provided by Customer.
   b. Advanced user role/permissions and access logging.
   c. Forerunner has implemented commercially reasonable measures designed to protect Repetitive Loss Data. Upon import, Repetitive Loss Data is scrambled in staging and local development environments. Forerunner also provides features that allow Customer to limit access to Repetitive Loss Data to authorized personnel.

2. **Onboarding.** As part of initial Customer onboarding and implementation, Forerunner will provide Customer with successful transfer of all existing and relevant Customer Materials to Forerunner's database, user login/password provisioning, and onboarding training. Additionally, Forerunner will import and extract Customer's existing Elevation Certificate archive, as made available by Customer, during initial onboarding period. Customer will be responsible for uploading Elevation Certificates to Forerunner after initial onboarding period.

3. **Support.** Forerunner provides a dedicated account manager to the Customer starting at the time of initial onboarding to assist in coordination, troubleshooting, and error identification. Additional trainings are available upon request.

4. **License.** During the Term, Forerunner hereby grants a non-exclusive, non-transferable, non-sub-licensable license to Customer to access and use the Services through the Forerunner Website for Customer's internal purposes and in accordance with the terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference. Forerunner will be responsible for hosting the Software, and Customer and its Authorized Users will be responsible for obtaining internet connections and other third party software and services necessary for it to access the Software through the Internet. Customer and any of its Authorized Users will be responsible to Forerunner for compliance with the restrictions on use and other terms and conditions of the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

5. **Customization and Consulting**.
    a. Customer will notify Forerunner of changes in FIRM data that warrant updates from FEMA's Map Service Center.
    b. Data incorporated into dashboard is obtained from Vendors at Forerunner's discretion. Incorporating additional data sources into the Services may be possible for an additional fee, to be negotiated as needed.
    c. Customization, including the integration of additional map layers and unique exports, and data analysis consulting services are available for an additional fee. Any work or services not outlined in the Master Services Agreement or this Statement of Work will be incorporated in a separate SOW.
    d. To the extent Services involve the development of any customization or configuration of software, all Intellectual Property Rights to such customization or configuration will be solely owned by Forerunner and will be deemed to be included in the definition of Services and licensed to Customer on the terms set forth in the Master Services Agreement, to which this Statement of Work is attached and incorporated by reference.

6. **Termination.** Extracted Data will be made available to Customer for 90 days following the termination of this Statement of Work.

[Signature Page Follows]

Forerunner SOW Signature Page

The parties hereto have executed this STATEMENT OF WORK as of the SOW Effective Date.

Forerunner Industries, Inc.	**City of Fort Pierce, FL**
Signed: Pho	Signed:
Name: Susanna Pho	Name:
Title: Chief Operating Officer	Title:
Date: 05-05-2026	Date:
Address: 548 Market Street #93531, San Francisco, CA 94104	Address:

EXHIBIT "B"
CONTRACTOR'S PROPOSAL

Forerunner Industries Response to City of Fort Pierce RFP #2026-007

Tab 1: Letter of Transmittal

In response to The City of Fort Pierce's Software Request for Proposal (**RFP #2026-007**):

Forerunner Industries, Inc.
548 Market Street
#93531
San Francisco, California, 94104

Contact information

- Name: Ryan McClennen
- Title: Customer Success Manager
- Email: ryan@withforerunner.com
- Phone: 786-755-5116

To Whom It May Concern:

Our team appreciates the opportunity to submit a proposal in response to **RFP #2026-007**. Forerunner is a cloud based software designed to streamline the complicated work of floodplain management, building safety compliance, milestone inspections, mailing record tracking, and repetitive loss data stewardship. The software's municipal dashboard simplifies workflows and saves time for resource-constrained communities by combining flood risk data from disparate data sources, providing a second set of eyes for floodplain permit review, and making CRS reporting more efficient. Forerunner's resident application provides a turnkey flood information website for customers, enabling them to communicate granular, per-property flood risk information to residents and municipal stakeholders. All of Forerunner's software is easy to use, with most users able to fully utilize its features with just one training session. Users do not need specialized GIS knowledge.

Forerunner provides a unique suite of software that allows municipalities to efficiently manage their floodplain management programs, monitor aspects of compliance with the National Flood Insurance Program (NFIP), and streamline activities related to the Community Rating System (CRS) program. Forerunner has developed software for extracting data from Elevation Certificates and for parcel-level floodplain management analysis and the detection of compliance and/or clerical errors. Further, Forerunner can help track other important regulatory documents, automatically calculate substantial improvement/substantial damage over any given time period, and integrate with existing Fort Pierce applications via its public API.

We're confident that Forerunner can meet the growing needs of Fort Pierce's innovative floodplain management and milestone inspection teams.

Sph

Susanna Pho, Co-Founder and COO
November 26, 2025



Tab B: Organization Profile and Qualifications

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 MAIL TO: City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **REQUEST FOR PROPOSALS** **and** **PROPOSER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, 772-467- 3102	RFP NO: 2026-007
Pre-Qualification Conference Time & Date: N/A	RFP Title: FLOODPLAIN AND INSPECTION SERVICES SOFTWARE
Pre-Qualification Conference Location: N/A	RFP Opening Location: City of Ft. Pierce Purchasing Division Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: 10:00 AM, WEDNESDAY, NOVEMBER 26, 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: Forerunner Mailing Address: 548 Market st. # 93531 San Francisco, CA 94104	*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 Sho Authorized Signature (Manual)
City, State, Zip Code: San Francisco, CA 94104	Typed or Printed Name: Susanna Pho
Type of Entity (Select one): Corporation ✓ Partnership Proprietorship	Title: COO
Incorporated in the State of: DE Year: 2019	Delivery in immediately days, ARO
Phone Number: 732-612-0861	Payment Terms: Net 30 Days
Fax Number: 732-612-0861	FEIN or SS Number: 83-3689645
E-Mail Address: hello@withforerunner.com	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

1 – Description of Proposer

Forerunner is a mission-driven software company dedicated to providing intelligent, AI-driven software tools for smarter and safer communities. Founded in 2019, Forerunner is headquartered in San Francisco, California and has grown steadily into a nationally-trusted software partner for state and local governments.

Forerunner is a cloud-based software platform designed to help government agencies manage floodplain and building regulations with greater efficiency, transparency, and control. Forerunner centralizes floodplain, property, and document data into a secure, geospatially-enabled system, providing parcel-level mapping, audit-ready activity tracking, and configurable records and workflows. The platform supports file management, mobile fieldwork, and a multilingual public portal for community engagement. With built-in tools for generating documents, integrating GIS data, and streamlining communication, Forerunner equips agencies with the infrastructure needed to manage complex floodplain ordinances at scale—both in the office and in the field.

Forerunner's software platform currently supports over 70 government agencies in the state of Florida,including the Florida Division of Emergency Management, the City of Tampa, FL, St. Lucie County, FL, and more. Over 180 communities use Forerunner nationwide to achieve greater efficiency to floodplain management-related activities in their respective communities, enhance their standing and participation in the NFIP and CRS federal programs, and provide per-property flood risk maps and data to residents and other members of the public.

As of 2025, Forerunner has been in business for over six years and has established a strong reputation for building secure, scalable, and user-friendly software for government entities of all sizes. Forerunner is a privately-held company with 50 current full-time employees, all based in the U.S. Of those employees, approximately 10 are dedicated to supporting clients with help requests. Forerunner has 2 former NFIP state coordinators and 18 Certified Floodplain Managers (CFMs) on staff.

Rule for Proposal Acknowledgement

Forerunner is the entity interested in this proposal. Forerunner is a privately held company and we have not colluded with any other organizations or non-Forerunner persons in our response.

2 – Involved Forerunner Staff

Ryan McClennen will act as Fort Pierce's dedicated Customer Success Manager and will support Fort Pierce's onboarding and implementation. He will serve as Fort Pierce's primary point of contact throughout their usage of the Forerunner platform. In addition to engaging with the team as they begin using the software, he will work on an ongoing basis to ensure the Fort Pierce team is kept apprised of all new product features, touch base on additional team needs, and support the team's use of the software. Before his role at Forerunner, Ryan served as a Customer Success Manager at BondLink, supporting Municipalities' implementation and adoption of cloud-based software. He can be reached at: ryan@withforerunner.com or (786) 755 5117. Ryan is based in Boston, MA.

Michelle Leong is the Team Lead of the Customer Success team of Forerunner. She will serve as a secondary point of contact throughout their use of the Forerunner platform. Michelle will support Ryan in ensuring the Fort Pierce team is kept apprised of all new product features, touch base about additional team needs, and support the team's use of the software. Michelle brings a decade of experience in Customer Success and Operations, leading large-scale software implementations and driving product adoption for high-impact organizations. She can be reached at: michelle@withforerunner.com or (512) 865-5098. Michelle is based in Las Vegas, NV.

Elizabeth (Liz) Russell is the Vice President of Customer Success of Forerunner, and will support Fort Pierce's Customer Success Manager and Team Lead for all continuing onboarding and training purposes. She can be reached at: liz@withforerunner.com or (908) 503-2501. Liz is responsible for managing Forerunner's highest-priority accounts and is a subject-matter expert in floodplain and emergency management. She brings over a decade of experience in project management for government contractors, including managing over $2.65 billion in FEMA funding over her career. She has managed onboarding and implementation for Forerunner partner communities since 2022. Liz is based in Syracuse, NY.

Susanna Pho is the COO of Forerunner. She will act as support to Ryan and Liz throughout the life of this contract. In addition to providing background support and resources to the team, Susanna will be available for executive-level conversations when needed. She can be reached at susanna@withforerunner.com or 714-232-2112. Susanna is based in Berkeley, CA.

Conn Cole is the Hazard Mitigation Lead of Forerunner. He serves as one of Forerunner's resident subject matter experts in the areas of floodplain and emergency management, the National Flood Insurance Program, and the Community Rating System. Conn has decades of experience working in local government and floodplain management; before joining Forerunner, he served as the State NFIP Coordinator at the Florida Division of Emergency Management. Conn can be reached at conn@withforerunner.com or 229-595-9066. Conn is based in Barwick, GA.

Yi Chan is a Strategic Partnership Manager at Forerunner. She serves as one of Forerunner's resident subject matter experts in the areas of floodplain and emergency management, the National Flood Insurance Program, and the Community Rating System. Prior to her role at Forerunner, Yi served as a Senior Planner at AtkinsRealis, contributing to related floodplain management projects for state and federal agencies, and as the State NFIP Coordinator for the State of Texas. She can be reached at: yi@withforerunner.com or (737) 237-8088. Yi is based in Austin, TX.

Please find the involved Forerunner staff's resumes attached below:

Contact

Ryan@withforerunner.com

www.linkedin.com/in/ryan-mcclennen-cfm-710bb2195 (LinkedIn)

Certifications

Certified Floodplain Manager

Ryan McClennen, CFM

Customer Success @ Forerunner
Greater Boston

Experience

Forerunner
Customer Success Manager
August 2024 - Present (1 year 4 months)

Forerunner is an AI-powered geospatial platform that enhances efficiency, automates workflows, and centralizes your agency's most critical tasks.

BondLink
2 years 3 months

Customer Success Manager
April 2023 - August 2024 (1 year 5 months)

Public Sector, Education, Utilities, and Financial Services

Sales Development Representative
June 2022 - April 2023 (11 months)
Boston, Massachusetts, United States

Public Sector and K-12

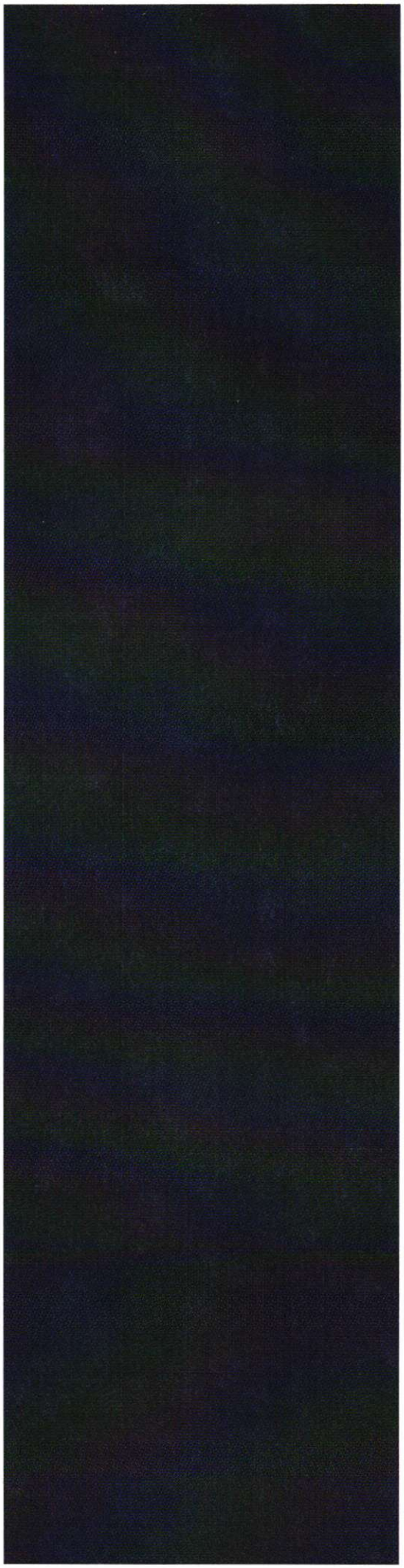
Fulkerson Kennedy & Company
Intern
January 2022 - April 2022 (4 months)

Fulkerson Kennedy & Company (FK&Co) is a fundraising consulting firm in Washington, DC specializing in raising funds from individuals, political action committees (PACs) and corporations.

Health Leads
Intern - Office of the Chief of Staff
June 2021 - September 2021 (4 months)

Health Leads is an innovation hub that seeks to unearth and address the deep societal roots of racial inequity that impact our health; working both nationally and locally, across the U.S., to build partnerships and redesign systems so every person, in every community, can live with health, well-being and dignity.

374Water
Government Affairs and Business Development Intern



February 2021 - May 2021 (4 months)

374Water, Inc. is a social impact, cleantech company, offering an innovative technology that enables a circular economy and creation of a world without waste.

Education

Colby College

Government and Economics

Contact

michelle@withforerunner.com

www.linkedin.com/in/leong-michelle (LinkedIn)

Top Skills

Customer Success
Google Analytics
CRM

Michelle Leong

Customer Success at Forerunner
Los Angeles, California, United States

Experience

Forerunner
2 years 6 months

Team Lead, Customer Success
January 2025 - Present (11 months)

Senior Customer Success Manager
June 2023 - January 2025 (1 year 8 months)

Latch
4 years

Team Lead, Enterprise Success
October 2021 - October 2022 (1 year 1 month)
New York City Metropolitan Area

Senior Customer Success Manager
April 2021 - October 2021 (7 months)

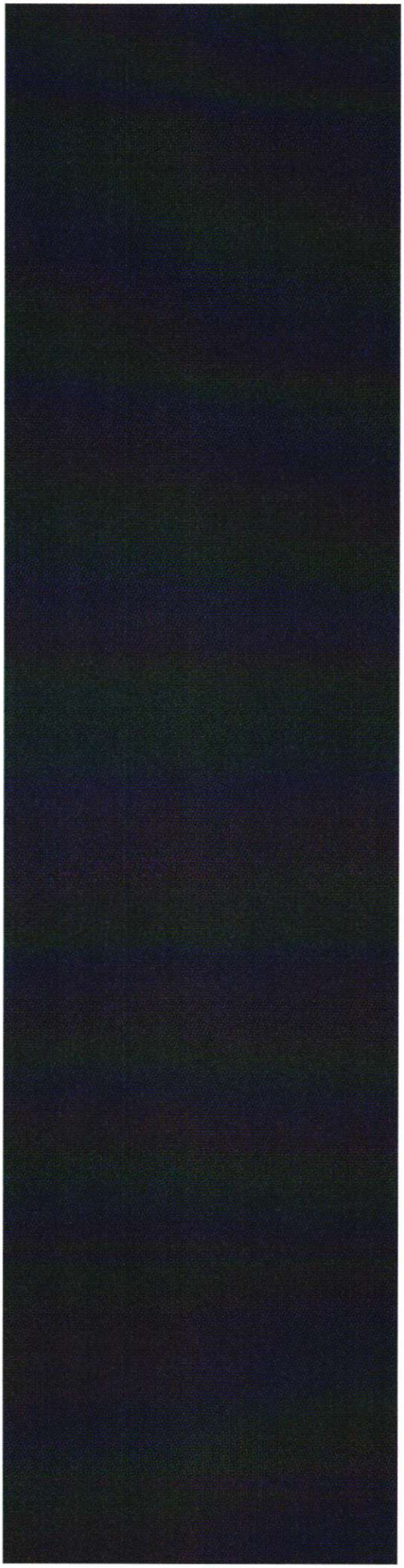
Customer Success Manager
November 2018 - April 2021 (2 years 6 months)
New York, New York

Cater2.me
2 years 6 months

Operations Manager, Project Management
January 2018 - August 2018 (8 months)
Greater New York City Area

• Collaborate with management teams across 11 markets to create and implement new processes to streamline operational functions – coordinating planning timelines, aligning on execution strategies for each market
• Analyze CRM reports and evaluate data to diagnose areas for improvement and recommend turnkey solutions to drive efficiency across all markets

Operations Associate/Account Manager
March 2016 - December 2017 (1 year 10 months)
Greater New York City Area



• Manage Cater2Me's top 3 largest clients in New York, generating 15% of local monthly revenue in the company's second largest market
• Maintain 40+ client and 150+ vendor relationships through daily communication with respective parties, curation of unique meal programs, and oversight of daily logistical details regarding deliveries
• Negotiate with vendors to create custom menus and develop innovative solutions to optimize service for our clients with ranging expectations and budgets

UM Worldwide

2 years 8 months

Media Planner

October 2014 - August 2015 (11 months)

Wells Fargo account

•Efficiently evaluate and spend integrated budgets across 20 digital advertising campaigns totaling
$25MM
•Research, develop, present, and implement digital media plans based on client goals and strategies
•Develop and distribute RFPs based on client briefings, research, and historical performance
•Execute, manage, and optimize campaigns using 3rd party Ad Serving systems to ensure client goals are met
•Analyze partner performance throughout campaign and provide insights in post campaign analytics reports
•Train and manage the day to day responsibilities of the team's Assistant Media Planner

Assistant Media Planner

November 2013 - November 2014 (1 year 1 month)

Wells Fargo and Cathay Pacific accounts

•Assisted in cross-platform integrated media planning process for digital, print, and search: throughout strategy, RFP, evaluation, negotiation and insertion order execution

•Collaborated with Media Planner in building and presenting media plans to the client, while effectively choosing publisher partners to align campaign strategies with team and client's KPI's and objectives
•Managed back end account maintenance including coordinating ad operations and creative teams, updating spend and budget sheets, working with publishers from campaign live to reconciliation, and handling media spend invoices with the finance teams

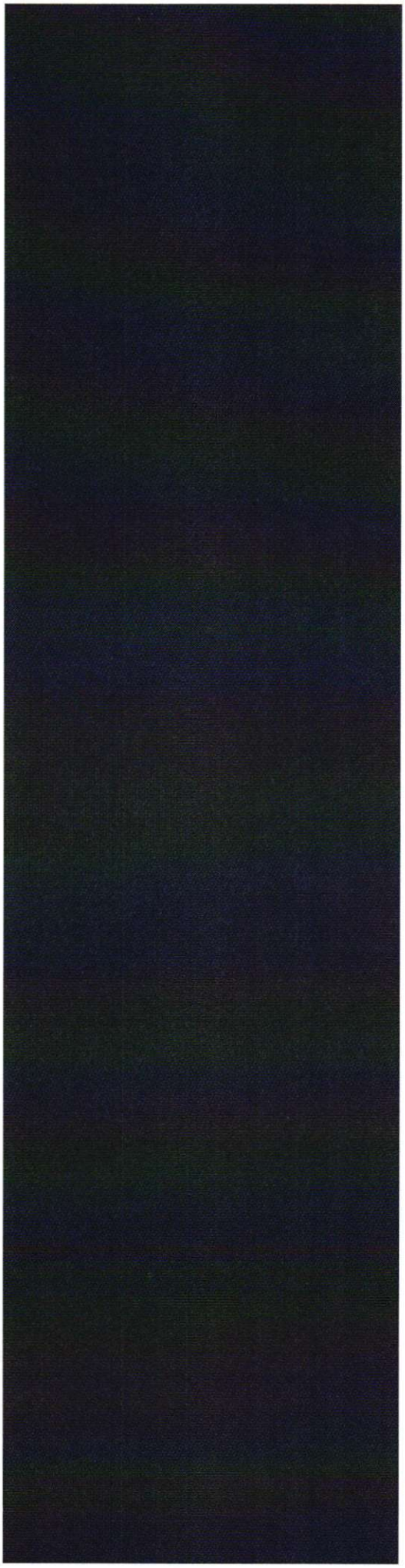
International Client Business Associate
January 2013 - February 2014 (1 year 2 months)
Microsoft International account

•Executed day to day global media account operations for the Microsoft International account including updating and organizing UM internal databases and research tools and coordinating bi-weekly status meetings with local markets
•Responsible for overseeing global budgets of $500+ million across all campaigns and markets (12 campaigns in 30 markets) and managing the team's internal Ad Map
•Compiled monthly spend and performance data from markets to effectively meet client strategy objectives
•Planned, managed, and executed 3-day annual Global Summit for top Global Microsoft business leads

CORE Foods
Sales Development and Marketing Intern
January 2012 - May 2012 (5 months)
San Francisco, CA

• Evaluated firm's previous regional sales performance to develop new marketing campaigns that reached into critical untapped target markets
• Promoted newly launched product via in-store demonstrations which resulted in a 200% sales increase for multiple key accounts
• Independently managed company operations during founder's two week absence
• Developed new key relationships in target market communities for ongoing partnerships
• Regularly interacted with senior management of CORE Foods and perspective clients

Big City Chefs, Inc.



Internet Marketing Intern
August 2011 - December 2011 (5 months)
Emeryville, CA

- Implemented Search Engine Optimization (SEO) techniques, such as increasing company's relevance to specific keywords, that raised company's website ranking
- Reformatted company's region specific webpages using Adobe Dreamweaver, which improved visibility in Google, Yahoo, and Bing! search results
- Communicated with customers via telephone to expand client base and promote the company's newly launched services
- Scheduled services with new clients and kept them abreast of the relevant details up until arranged date
- Quickly integrated into a dynamic team and worked closely alongside senior staff

Huntington Library
Development Intern
May 2011 - August 2011 (4 months)
San Marino, CA

- Analyzed company's website and suggested changes in website design to make webpage more accessible and user friendly
- Assisted in planning events specific to the Chinese Garden

Charles Chocolates
Marketing Intern
June 2010 - August 2010 (3 months)

- Created a company press kit for promotional use, which included company history, management's biographies, product lists, and fact sheets, to present to prospective distributors of product
- Strengthened company's social media marketing campaign by contacting and convincing owners of high traffic internet blogs to write about the company and product line
- Analyzed competitors' online marketing strategies to improve company's social media influence

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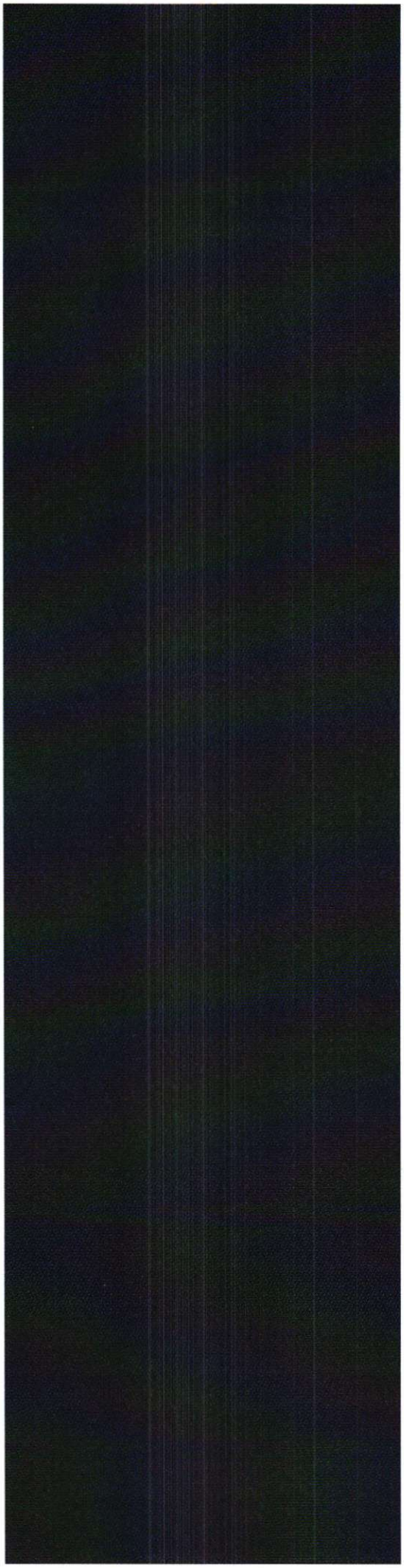
Education

University of California, Berkeley
Bachelor of Arts (B.A.), Environmental Economics and Policy · (2008 - 2012)



Mayfield Senior School

High School Diploma · (2004 - 2008)

Contact

liz@withforerunner.com

www.linkedin.com/in/elizabethhrussell (LinkedIn)

Top Skills

Management

Policy

Government

Languages

English

Certifications

Certified Scrum Product Owner (CSPO)

Continuous Product Design | Continuous Product Design (CPD) Foundations

Honors-Awards

2012 Student Chapter Advisor of the Year

Elmira College Honor Scholar

Cowles Honor Scholar

Elmira College Trustee Scholarship for Outstanding Academic Achievement

Elmira College Key Award for Outstanding Academic Achievement

Publications

A Brief Overview of Job Seeking in the World of Emergency Management for Educators and their Students

Liz Russell, CSPO

Customer Success & Support | Product Management | System/ Process Development in Small, High-Growth Start-ups

Cazenovia, New York, United States

Experience

Forerunner

2 years 9 months

Director of Customer Success
May 2022 - Present (2 years 5 months)

Senior Customer Success Manager
January 2022 - May 2022 (5 months)

H2O Partners, Inc.

Innovation Team Manager
2017 - 2022 (5 years)

I managed a cross-functional team of 5-6 training developers, graphic designers, and video developers, referred to as the Innovation Team. The Innovation Team was responsible for developing training materials, performance support materials, websites, graphics and marketing materials for internal and external clients. This team had the distinction of:

- Leading H2O Partners through a total rebrand
- Developing over 200 training modules for external clients in the first year and a half of what was estimated to be a 5-year, ~300 module contract
- Running the company's first-ever SaaS platform, to include providing account administration and customer support
- Transforming the way the company approaches graphic design, marketing, presentations, and training development to be quick, more agile and iterative while greatly improving quality

A brain child of myself and my boss, this team was specifically created to bring the latest and greatest in technology and web design to the company, while still enabling the team to manage it's own clients. With this unique set up, we've prevented the team from being a total cost center, while still allowing the company the innovation and design advantages of having in-house designers.

As the team's creator and leader, I played an important role in business development for the teams' products. I am adept at building relationships with possible partners and clients, and have ample experience in demonstrating the team -- or software's -- capabilities by tying them to individual use cases and specific outcomes. I have many years' experience writing for Federal proposals and government grants.

H2O Partners, Inc. is a government contractor that provides subject matter expertise to federal, state, and local entities on training, hazard mitigation, disaster recovery, and flood insurance. We pride ourselves on being a smart and scrappy team that thrives on solving big, confounding challenges.

Perdix Knowledge Management

Director of Product

2017 - 2022 (5 years)

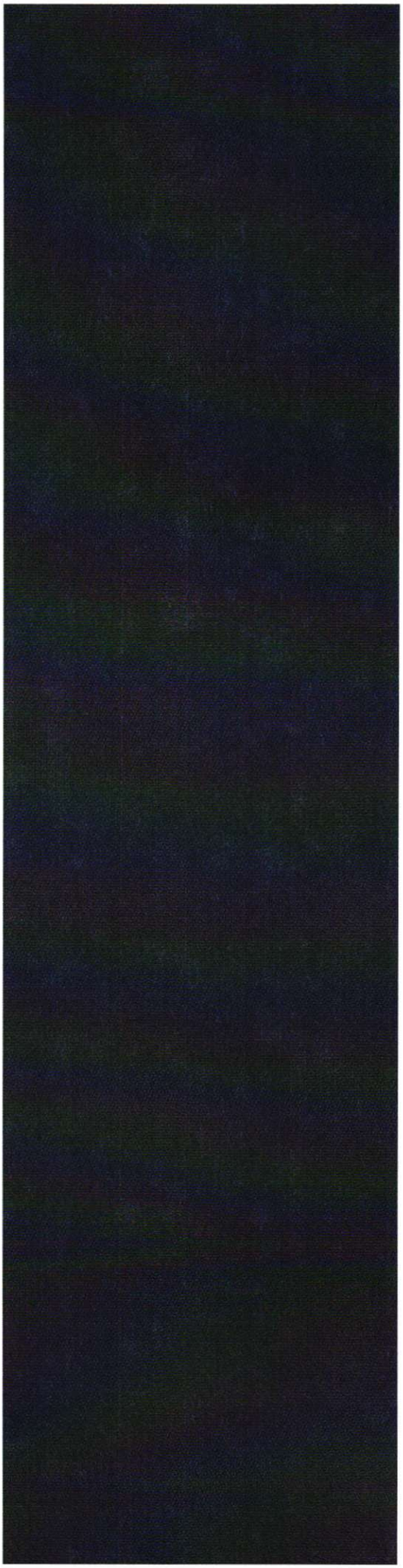
I am responsible for leading Perdix from a single custom software for a client, to a multi-tenant enterprise system, used by several customers.

Serving as the primary product owner, I am excellent at understanding business requirements and customer use cases and translating those into system requirements for the development team.

Perdix was born out of a simple idea to solve a complex problem. When visiting a call center as a contracted training team, we noticed a few striking issues with the call center's performance support:

- Call center agents were referencing paper documents – covered in highlighter and sticky notes – which made finding information cumbersome and replacing outdated content with new content a full-scale project;
- When agents had questions, they weren't able to get answers without interrupting other colleagues or supervisors at their work;
- Once trained, agents had no way to access what they learned while in the flow of work.

We wanted to find a way to take all of the information that everyone had on their sticky notes, in their own notepads, or in their heads, and collate it in a single place so that team members could now easily find and share the info they needed to do their jobs, whether that info is as formal as codified work documents, or as informal as another team members' quick notes. The goal of Perdix was to supplement training and provide on-the-job performance support to all agents so that they could help themselves.



Eventful Conferences

Conference and Content Producer - SAP Best Practices for Oil & Gas and Best Practices for Chemicals

2016 - 2017 (1 year)

Syracuse, NY

As a conference producer, my primary role was to create engaging conferences for SAP user groups – specifically in the Oil & Gas and Chemicals industries. To ensure that conference content truly met user needs, I engaged with key influencers in these target markets – including company CIOs, business unit leads, and tech team leaders through in-person focus groups, phone interviews, and other immersive practices.

This work was instrumental in developing my understanding and intuition around the user experience, business use cases, and software ROI. It also came during an exciting time, when SAP was releasing S/4HANA and many companies in the Oil & Gas and Chemicals industry were still working on conversions from older systems, while also debating the value and security of cloud-based deployments vs. on-premise deployments.

ASUG Events, formally Eventful Conferences, produces events around key topics of interest for specific industries, specific business leadership, and on specific technologies.

H2O Partners, Inc.

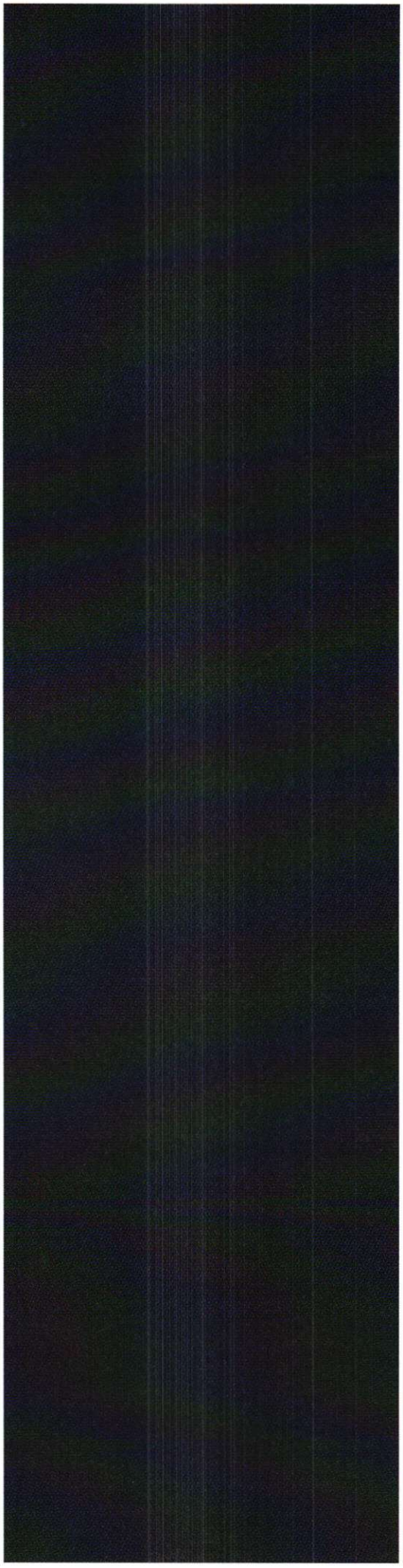
5 years

Project Supervisor

2013 - 2016 (3 years)

Multiple Locations

Successfully co-manages the development and administration of federal grant applications; Develops policies and procedures for both internal and external processes and provides direct supervision to project teams to include the coordination of teams with project resources; Reports directly to clients and other project stakeholders in a variety of formats, following project communication plans; Performs issue resolution for concerns identified by team members or clients on a project-by-project and issue-by-issue basis; Aids in the creation of project management solutions, such as the development of SharePoint sites for use in project workflow; Provides subject matter-expertise on FEMA and HUD-related grant funding; Manages aspects of invoicing and budget management, to include time entry, invoice and expense approval; Acts as trainer and mentor to team members; Provides quality control for



grants or applications being administered by the project teams; Maintained social media accounts including Facebook, Twitter, and LinkedIn.

Private Contractor
2011 - 2013 (2 years)

Specializing in public assistance and mitigation planning primarily, work includes interfacing with FEMA on behalf of cities, towns, and villages affected by federally-declared natural disasters. Because work is conducted on a contract-by-contract basis, location and work description vary significantly, but generally focus on appropriate emergency management in the post-disaster setting.

American Public University System
3 years

Instructor
2010 - 2013 (3 years)
Charles Town, WV

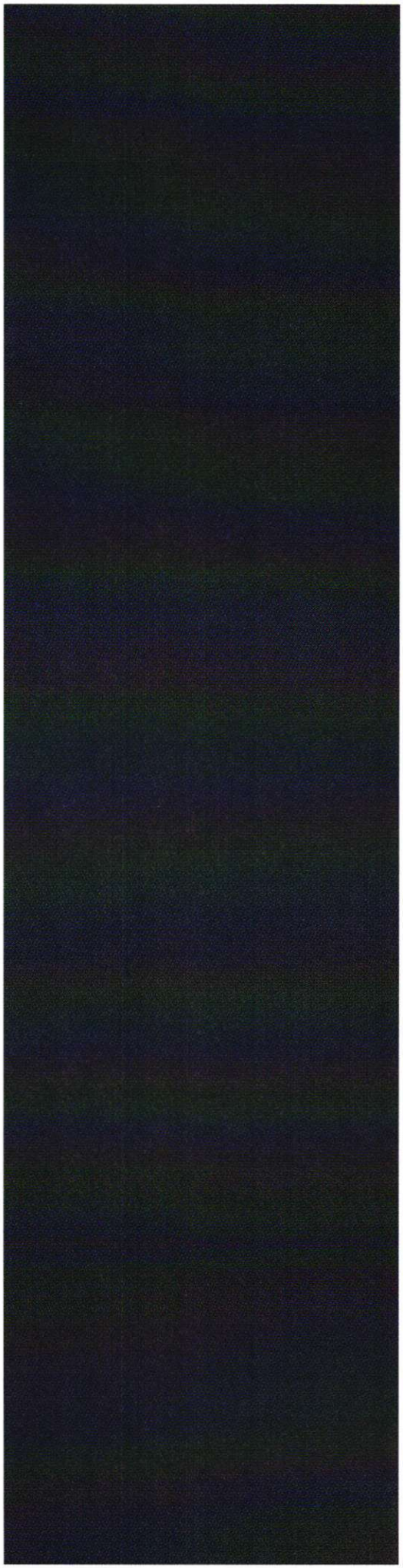
Taught emergency management principals at the undergraduate level, entirely online and asynchronous. Courses include Emergency Planning, Hazard Mitigation and Preparedness, Risk Communication, Incident Command, and, a new course on Social Media Applications to Emergency Management.

Work also included acting as the lead instructor for Emergency Planning and Social Media Applications in Emergency Management courses.

Faculty Advisor, Student Chapter of the International Association of Emergency Managers
2010 - 2012 (2 years)
Charles Town, WV

Led the student organization by interfacing with the university administration, providing advice and feedback on ideas, and suggesting various courses of action, so that students could grow professionally in emergency management and best meet the requirements of the chapter. Service included telecommunicating with students and peers, understanding emergency management professionally and academically, and attending conferences or graduation events as needed.

171 Cedar Arts Center
Emergency Management Intern
2009 - 2010 (1 year)
Corning, NY



Created an emergency plan including plans for disaster mitigation, emergency response, and business continuity. Work included emergency management research, planning and project management, site observation, and situational awareness. Further responsibilities to include plan presentation and exercise design and implementation.

Elmira College

3 years

Research Assistant

January 2009 - February 2009 (2 months)

Elmira, NY

Gathered data for 102 countries, utilizing databases, the Internet, and library reference tools. Turned raw scores into comprehensive data sets to be used in further research. Work required knowledge of social science concepts and research methods.

Administrative Assistant

2006 - 2009 (3 years)

Elmira, NY

Provided administrative support to seven faculty members, including the Executive Director of Teacher Education. Created multiple educational materials, including rubrics and handbooks, to be used in instruction. Maintained accurate records through filing systems as well as databases. Work required computer capabilities, familiarity with database use, and administrative skills, such as answering phones and planning events.

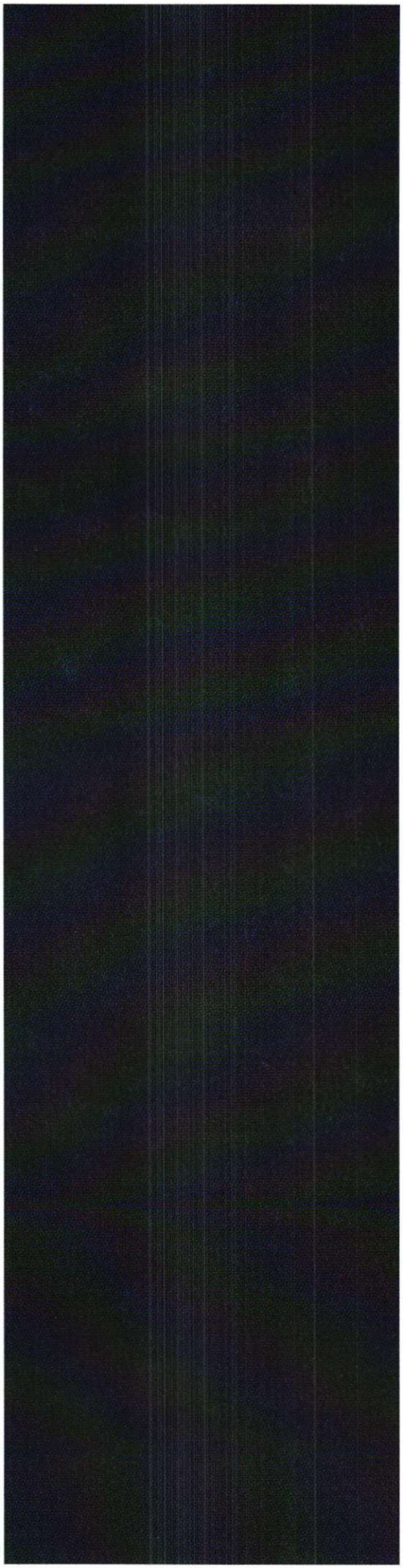
WorldTeach

Program Assistant

May 2008 - August 2008 (4 months)

Cambridge, MA

Performed various administrative duties such as answering phones and emails, copying, and filing. Interviewed prospective volunteers and participated in their selection for teaching positions abroad. Aided roughly 60 volunteers in the pre-departure process by acting as a source of information, obtaining visas for volunteers, and preparing mailings of necessary forms and information for each volunteer. Work required basic knowledge on certain countries, administrative capabilities including various computer skills, and familiarity with current events.



Education

Elmira College

Master's Degree, Management, with a Concentration in Emergency Management and Disaster Preparedness · (2009 - 2010)

Elmira College

Bachelor's Degree, International Studies, History · (2006 - 2009)

Contact

susanna@withforerunner.com
www.linkedin.com/in/susannapho (LinkedIn)

Top Skills

Adobe Creative Suite
Rhino 3D
Microsoft Office

Certifications

Certified Floodplain Manager

Susanna Pho

Co-Founder at Forerunner
San Francisco Bay Area

Experience

Forerunner
Co-Founder
2019 - Present (5 years)
Greater New York City Area

Forerunner builds software that helps governments leverage property-level flood risk information to streamline floodplain management, compliance, and resident outreach.

Harvard University Graduate School of Design
1 year

Researcher
2018 - 2019 (1 year)
Cambridge, Massachusetts

Contributed to the publication of Climate Adaptation Finance and Investment in California by Jesse M. Keenan

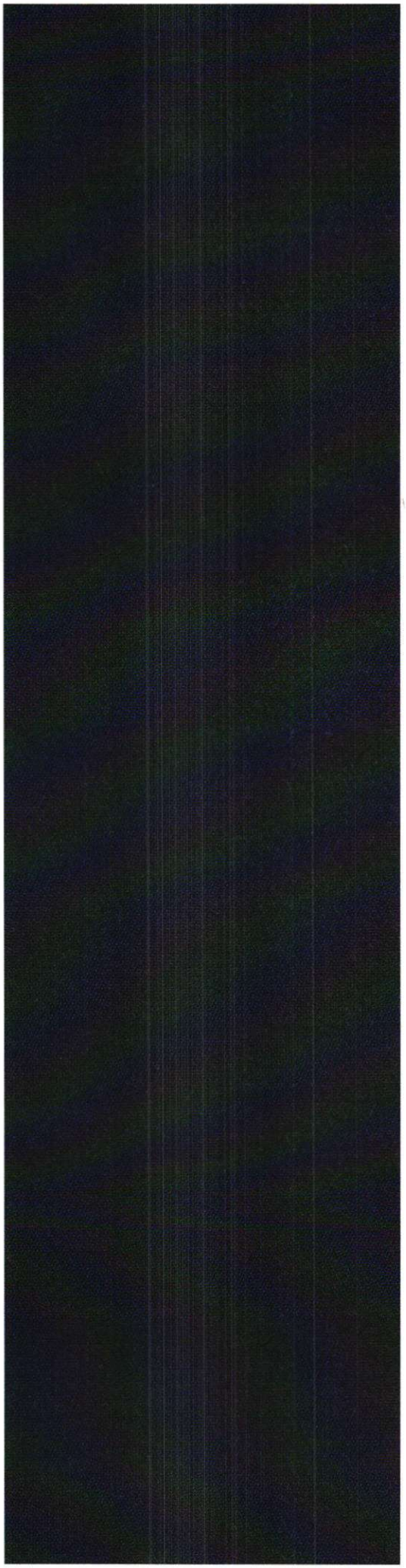
Graduate Teaching Assistant
2018 - 2018 (less than a year)
Cambridge, Massachusetts

SES 5326/SUP 661: Housing and Urbanization in the United States

Joint Center for Housing Studies & NeighborWorks America
Edward M. Gramlich Fellow in Community and Economic Development
2018 - 2019 (1 year)

The Harvard Joint Center for Housing Studies advances understanding of housing issues and informs policy. Through its research, education, and public outreach programs, the Center helps leaders in government, business, and the civic sectors make decisions that effectively address the needs of cities and communities.

Santos Prescott + Associates
Architectural Designer
2015 - 2017 (2 years)
San Francisco Bay Area



MIT Media Lab
Researcher & Teaching Assistant
2013 - 2014 (1 year)

Habitat for Humanity East Bay
2 years

Crew Leader
2010 - 2011 (1 year)
Oakland, California

Homeowner Relations
2009 - 2010 (1 year)
Oakland, California

Education

Harvard University Graduate School of Design
Master in Design Studies, Risk + Resilience · (2017 - 2019)

Massachusetts Institute of Technology
Master of Architecture (M.Arch.), Architecture · (2011 - 2015)

University of California, Berkeley
BA, Architecture, Environmental Design in Developing Countries · (2005 - 2009)

Contact

1075 W. Sanchez St.
Barwick, GA 31720
(229) 595-9066 (Work)
conn@withforerunner.com

www.linkedin.com/in/conn-h-cole-cfm-9791b951 (LinkedIn)
www.withforerunner.com/ (Company)

Top Skills

Public Speaking
Government
Microsoft Office

Languages

English

Certifications

Giving Your Elevator Pitch
How to Use LinkedIn Learning

Conn H. Cole, CFM

Hazard Mitigation Lead - Forerunner
Barwick, Georgia, United States

Experience

Forerunner

Hazard Mitigation Lead
March 2024 - Present (1 year 9 months)
Barwick, Georgia, United States

Florida Division of Emergency Management

5 years 8 months

State NFIP Coordinator/State Floodplain Manager
March 2021 - March 2024 (3 years 1 month)
Tallahassee, Florida, United States

Interim State NFIP Coordinator/State Floodplain Manager
September 2020 - March 2021 (7 months)
Tallahassee, Florida, United States

Floodplain Management Specialist
August 2018 - September 2020 (2 years 2 months)
Tallahassee, Florida Area

Camden County Board of Commissioners, Georgia

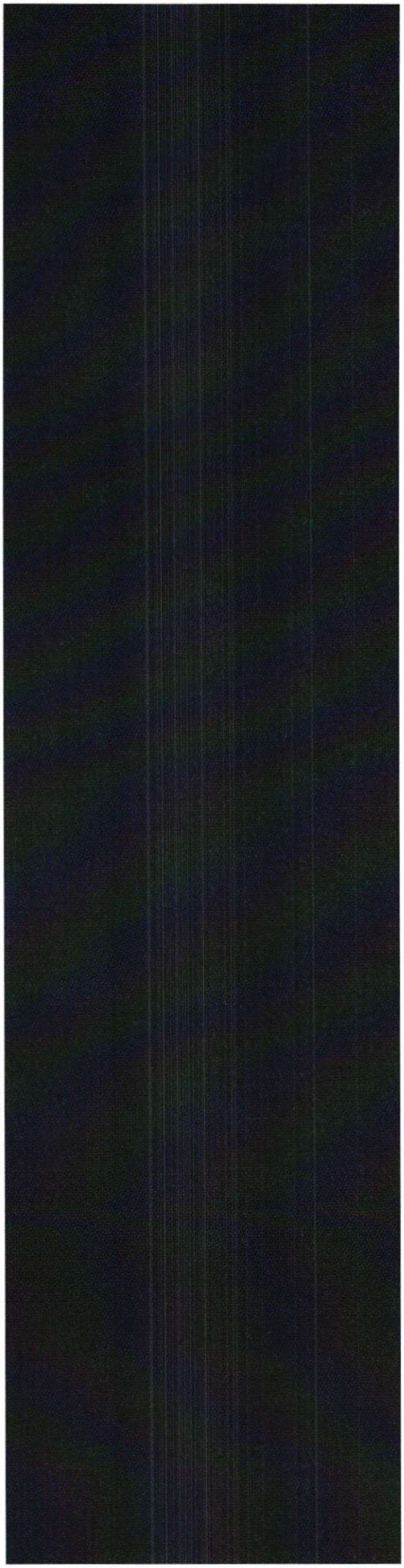
11 years 5 months

Magistrate Judge
January 2013 - December 2016 (4 years)
Woodbine, Georgia, United States

Erosion & Sedimentation Control Investigator, Code Enforcement Officer
December 2007 - December 2012 (5 years 1 month)
Camden County, GA

Deputy Director of Emergency Management
December 2007 - December 2012 (5 years 1 month)
Camden County, GA

Right of Way Coordinator
August 2005 - December 2007 (2 years 5 months)



Camden County, GA

Education

Columbia Southern University

Master of Business Administration (MBA), Public Administration · (2013 - 2014)

Columbia Southern University

Bachelor's Degree, Criminal Justice Administration · (2012 - 2013)

Contact

yi@withforerunner.com

www.linkedin.com/in/yi-ling-chan (LinkedIn)

Top Skills

Teaching
Research
Higher Education

Languages

English

Certifications

Certified Floodplain Manager
GIS Graduate Certificate

Honors-Awards

Lou Seig Award
University of Louisville Outstanding Senior Award
Lois Pedigo Scholarship
William Marshall Bullitt Mathematics Scholarship
Board of Overseers Mentoring Program's Outstanding Mentee

Publications

Community vulnerabilities and wellbeing after disaster

Yi Chan, CFM

Strategic Partnership Manager
Austin, Texas, United States

Experience

Forerunner

Strategic Partnership Manager
July 2024 - Present (3 months)
Austin, Texas, United States

AtkinsRéalis

1 year 11 months

Senior Planner
March 2024 - July 2024 (5 months)
Austin, Texas, United States

Water Resources Planner
September 2022 - March 2024 (1 year 7 months)
Austin, Texas, United States

Texas Water Development Board

4 years 1 month

NFIP State Coordinator/Manager
March 2020 - August 2022 (2 years 6 months)
Austin, Texas, United States

Flood Outreach Specialist
August 2018 - March 2020 (1 year 8 months)
Austin, Texas Area

LSU Coastal Sustainability Studio

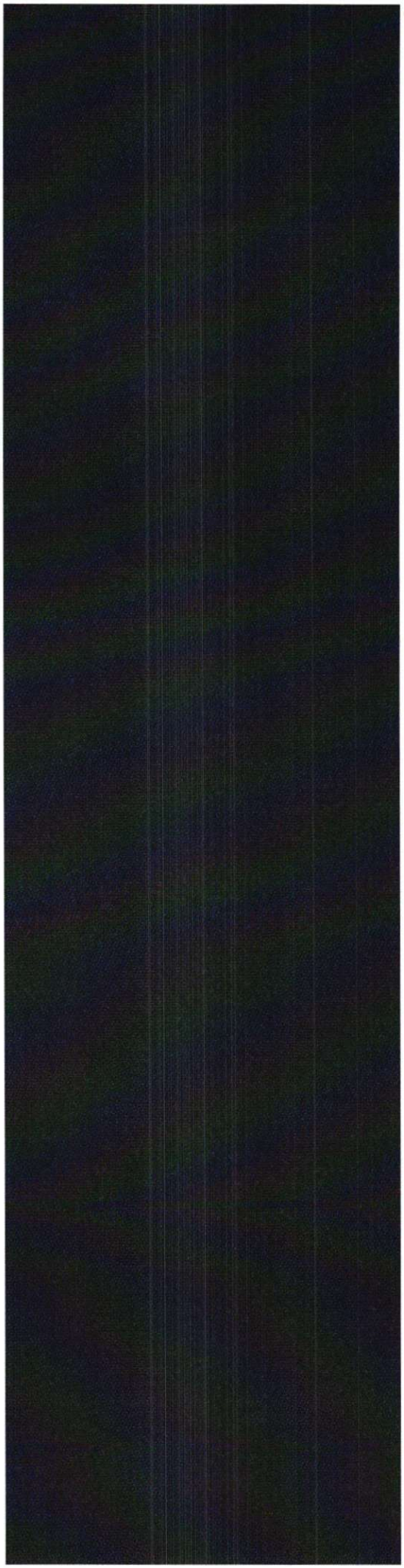
Graduate Research Assistant
July 2017 - August 2018 (1 year 2 months)
Baton Rouge, Louisiana Area

Conducted research on community health and well-being in relationship with coastal flooding.

Louisiana State University

1 year 10 months

Graduate Teaching Assistant



August 2016 - July 2017 (1 year)

Facilitated two, 150-student geography courses each semester. Created and graded assessments, held weekly office hours, and contributed to the course content, structure, and organization.

GIS Analyst

October 2015 - August 2016 (11 months)

Georeferenced, digitized, and conducted QA/QC on 1920s coastal Louisiana vegetation from historic maps for storm surge modeling.

University of Louisville

Teaching Assistant

August 2012 - April 2015 (2 years 9 months)

Louisville, Kentucky

Teaching assistant for the Department of Mathematics and Department of Geography. Courses included College Algebra, Business Calculus, and Advanced Quantitative Methods.

Bernheim Arboretum and Research Forest

Intern

2013 - 2015 (2 years)

Education

Louisiana State University

Master of Science (M.S.), Geography · (2016 - 2018)

University of Louisville

Bachelor of Science (BS), Pure Mathematics · (2010 - 2015)

University of Louisville

Bachelor of Science (B.S.), Geography · (2010 - 2015)

3 – Clients with Similar Projects

Over 70 communities in the State of Florida use Forerunner software for floodplain management. Additionally, 6 communities in the State of Florida use Forerunner software for milestone inspection tracking. Communities located nearby the City of Fort Pierce in Southeast Florida that have partnered with Forerunner on similar projects to those listed in RFP #2026-007 include:

The City of West Palm Beach, FL (CRS Class 5): The City of West Palm Beach has been a Forerunner partner for over 2 years. They have partnered with Forerunner to support their Floodplain Management and Community Rating System programs.

Palm Beach County, FL (CRS Class 5): Palm Beach County has been a Forerunner partner for over 1 year. The County's Planning, Zoning, and Building department partnered with Forerunner to support their Floodplain Management, Emergency Management, and Milestone Inspection programs.

St. Lucie County, FL (CRS Class 5): St. Lucie County has been a Forerunner partner for the past 6 months. The County's Building and Emergency Management departments have partnered with Forerunner to help streamline their Floodplain Management, Emergency Management, Community Rating System compliance, and Repetitive Loss Data stewardship programs.

Outside of these above-listed communities, Forerunner has supported similar workflows in other similarly-size Florida communities including but not limited to:

- *City of Hallandale Beach, FL (CRS Class 6)*
- *Bradenton, FL (CRS Class 7)*
- *Pensacola, FL (CRS Class 7)*
- *Fernandina Beach, FL (CRS Class 5)*
- *Indian River County, FL (CRS Class 5)*
- *City of Hollywood, FL (CRS Class 6)*
- *City of Pompano Beach, FL (CRS Class 6)*
- *City of Fort Lauderdale, FL (CRS Class 5)*
- *City of Hialeah, FL (CRS Class 7)*
- *Monroe County, FL (CRS Class 3)*
- *City of Key West, FL (CRS Class 5)*

Forerunner also partners with the Florida Department of Emergency Management to support Statewide Floodplain management initiatives and routine work.

Tab C: General Information

1 – Forerunner's Experience and Approach to Floodplain Management

Floodplain Management Experience

Forerunner provides innovative floodplain management and resilience software designed to help communities efficiently administer floodplain regulations, improve risk communication, and enhance long-term resilience. The platform is utilized by floodplain managers, planners, and emergency management professionals nationwide to streamline NFIP compliance, increase transparency, and enable data-driven decision-making.

As mentioned in Tab B, Forerunner has been providing Floodplain Management software to communities for the past 6 years. Forerunner partnership with 180 communities across the County, and 70 communities in the State of Florida alone has provided the firm with invaluable insights and experience with a variety of floodplain and Milestone Inspection ordinances. Over the past 6 years, Forerunner's software has reviewed hundreds of thousands of elevation certificates, helped communities navigate dozens of FEMA map changes, and supported communities with tens of thousands of post disaster inspections.

Forerunner's staff includes 18 Certified Floodplain Managers and 2 former State National Flood Insurance Program coordinators who are equipped to support the dynamic needs of community floodplain administrators.

Approach to Floodplain Management

Forerunner's software is purpose-built for the operational needs of floodplain administrators. The platform consolidates FEMA mapping data, Elevation Certificates, Letters of Map Change (LOMCs), Repetitive Loss properties, and local ordinance information into a centralized, user-friendly system. This integrated approach improves accuracy, efficiency, and record retention while ensuring consistent compliance with the National Flood Insurance Program (NFIP).

The Forerunner team has extensive experience partnering with communities across diverse flood risk environments, from coastal regions to inland riverine systems. Collaboration with local governments, regional planning agencies, and hazard mitigation professionals ensures that the platform continues to align with evolving regulatory standards and community needs.

Approach to Flood Risk Communication

Forerunner makes it easy for communities to provide property-specific flood risk data and mitigation resources to their constituents through an easy-to-use online portal.The platform transforms complex flood data — including flood zones, base flood elevations, and historical claims — into individual property profiles that residents can easily find and understand. This allows property owners to access accurate, localized flood risk data and relevant documentation (including Elevation Certificates), supporting informed decision-making regarding mitigation and insurance, reducing the administrative burden of communicating these details, and strengthening trust among the public.

Milestone Inspection Experience

Forerunner works with several communities in the State of Florida to support Milestone Inspections compliance tracking and maintenance. Forerunner's Milestone Inspections workflow is completely configurable and helps to manage the review process – from public submissions of inspection forms; automated trigger functionality to streamline internal comments and reviews; communication between internal users and milestone inspection submitters; and transparent maps and tables for residents to review structures that have completed the milestone inspection process.

Approach to Data Integration and Interoperability

Forerunner's architecture emphasizes interoperability and efficient data management. The platform integrates with FEMA's National Flood Hazard Layer (NFHL) and City parcel data to create a unified and comprehensive view of floodplain conditions. Additionally, the program connects with the City's parcel data REST service to pull property and address information on a monthly cadence, and ArcGIS exports are available for configuration for use in the City's ArcGIS Online account, if applicable. Through our included API endpoints, the city can connect their permit management systems to Forerunner and push Substantial Improvement/Substantial Damage and Elevation Certificate files into the platform.

Approach to Public-Facing Tools and Community Resilience

Forerunner's public portal enhances community resilience by improving access to critical flood information. Residents can easily view property-level flood data, download documentation, and understand their risk within the context of broader community resilience efforts. This functionality supports FEMA Community Rating System (CRS) outreach objectives.

By unifying data management, regulatory processes, and public engagement, Forerunner enables communities to transition from reactive flood response toward proactive risk reduction and long-term resilience.

Specifications of All Hardware and Software Requirements

The Forerunner software platform is cloud based and does not require specific hardware to operate. The Forerunner internal dashboard and public website are accessible from web browsers while the native mobile application is accessible on Android and Apple mobile devices.

2 – Specific Workplan

The City of Fort Pierce has been a Forerunner partner since June 30, 2023 and is successfully onboarded to the software platform. This implementation included:

- The Bulk Upload of The City's Historic Elevation Certificates
- Import of Custom Geospatial Map Layers
- Connecting to the City's Parcel Data Set
- Configuration of Milestone Inspections Records
- Configuration of Mailing Record
- Customization and Launch of Forerunner Public Website
- Multiple Staff Trainings

The platform is in current use by the City's floodplain management and milestone inspection teams. There is no additional onboarding required to access the features outlined in Tab E.

Because system implementation is not required, Forerunner anticipates an immediate date of delivery of when payment is received.

Although fully onboarded, the City of Fort Pierce can expect to collaborate with the Customer Success Manager (CSM) listed in Tab C to help the City navigate new goals and ensure you continue to get value from the program. During the partnership, your Customer Success Manager will work with you on areas such as:

- *Additional account configuration and training*
- *Troubleshooting issues*
- *Schedule meetings to showcase utilization, answer questions, spotlight new features, etc.*
- *Providing resources and materials*
- *Gather feedback to enhance the product continually*

Any newly-surfaced configuration needs outside of the floodplain management and milestone inspection use cases identified in the RFP response will be reviewed by your CSM to determine feasibility, potential additional cost, and expected timeline of delivery.

Tab D: Certificates and Business Requirements

Docusign Envelope ID: 137D913C-8F7D-4D77-B0D8-515080DFFC08

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

Forerunner Industries, Inc.

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

Forerunner

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

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

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

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

☐ Other (see instructions)

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

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

548 Market Street #93531

Requester's name and address (optional)

6 City, state, and ZIP code

San Francisco, CA 94104

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	3	–	3	6	8	9	6	4	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | Signature of U.S. person | DocuSigned by: Susanna Pho D5E12AAF50D0420... | Date 3/19/2025

General Instructions

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

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

What's New

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

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

Purpose of Form

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

Forerunner Florida State Business License

Forerunner is actively licensed to conduct business in the State of Florida. The link to the proposers compensation can be found on the Sunbiz website, at this specific link under the name Forerunner Industries, INC:
https://search.sunbiz.org/Inquiry/CorporationSearch/SearchResultDetail?inquirytype=EntityName&directionType=Initial&searchNameOrder=FORERUNNERINDUSTRIES%20F220000042580&aggregateId=forp-f220000042580-9139b071-5885-4f36-9b9d-85435ece998b&searchTerm=forerunner&listNameOrder=FORERUNNER%20H860000

Tab E: Scope of Services and Technical Approach

Forerunner Technical Approach, Methodology, and Deliverables

Forerunner is a cloud-based software purpose-built to empower the day-to-day of floodplain management. It will aid the City of Fort Pierce in its efforts to accept accurate Elevation Certificates, track substantial improvements and damages to structures located within a Special Flood Hazard Area, provide a white-labeled public flood website for residents, track milestone inspection status, securely manage repetitive loss data, and track.

Please find a list of Forerunner's software features and associated deliverables attached below:

Elevation Certificate Automation

Forerunner extracts data from Elevation Certificates uploaded by users and geocodes them. This data is then used to run hundreds of validation checks on incoming permits and flag potential clerical, compliance, and measurement issues. For communities in the CRS, this double check can mean the difference between a substantial flood insurance discount for residents and being retrograded in the program.

- Automated data extraction for all Elevation Certificate types (1983 - 2022)
- Automated Elevation Certificate geocoding to a point and parcel
- Automated datum conversion of elevation data by geocoded point
- Automated Lowest Floor Elevation selection from EC for NFIP standards
- Automated Lowest Floor Elevation selection from EC for Highest Regulatory Standards
- Automated Error Detection for Elevation Certificates (Residential and Commercial Structures)
- Ability for users to ignore errors detected on Elevation Certificates
- Ability for users to write notes when they ignore issues on Elevation Certificates
- Ability for users to view Elevation Certificates in a Filtered and Exportable Table View
- Ability to filter, access and export files and extracted Elevation Certificate errors
- Per-property building elevation data

Floodplain Warnings

Understanding regulatory requirements for individual properties and reviewing permit applications can be tedious. Forerunner distills requirements down to the property level, enabling users to work faster and smarter. Users can set warnings on individual properties to flag them for nonconformance or noncompliance. Floodplain warnings are linked to Forerunner's EC Error Detection and SI/SD features, so that properties are flagged automatically when EC errors occur or when a property is marked as substantially damaged.

- Automated property warnings for NFIP & Highest Regulatory Standards compliance issues
- Automated property warnings for Effective & Preliminary map changes
- Automated property warnings for SI/SD
- Automated property warnings for Damage Assessments
- Map-based view of all warnings

Per-Property Floodplain Data

Forerunner provides users with property-level profiles that aggregate available data needed to take action. Users can track changes between flood maps and customize settings to reflect community-specific regulations.

- Automated parcel-level Flood Zone, Base Flood Elevation, Freeboard, Floodway, Coastal A & Pre/Post-FIRM determinations using existing FIRM datasets.
- Automated parcel-level Flood Zone and Base Flood Elevation determinations, where available, from custom maps & models.
- Customized Freeboard settings per account.
- Automated Design Flood Elevation calculations.
- Capability for the user to change Flood Zone, Base Flood Elevation, Design Flood Elevations, Floodway, and Coastal A determinations.
- Ability to view FIRM data both side-by-side for an individual property and as a map overlay
- Ability for users to share a public profile link to residents that includes property floodplain information
- Ability to track shared public profile links in the internal dashboard
- Per property document upload, storage and comment tracking

Substantial Improvement/Substantial Damage (SI/SD) & Damage Assessments

Forerunner's Substantial Improvement and Substantial Damage tracking feature helps users stay compliant with their regulations. The software flags properties that exceed SI/SD thresholds, so users know when to reach out to property owners. The Preliminary Damage Assessment (PDA) feature allows users to track damage post-disaster for individual properties and view their assessments on a map, enabling faster mobilization after disaster events.

- Tracking for Substantial Improvement and Damage Costs.
- Automated SI/SD Threshold calculations.
- Customizable Tax Assessment Adjustment Ratio per account.
- Customizable SI/SD Threshold percentages per account.
- Customizable SI/SD cumulative tracking period per account.
- Visualization of SI/SD costs against the threshold.
- Creation of Preliminary Damage Assessment
- Add photos to Preliminary Damage Assessment
- Geospatial tracking of Preliminary Damage Assessment Degree of Damage
- Ability to exclude and include SI/SD costs and Preliminary Damage Assessments
- Ability to collect damage assessment data via the Forerunner Mobile App
- Ability to create a Substantial Damage Estimate (SDE) mirroring FEMA's SDE tool methodology.
- SI/SD summary incorporating Substantial Damage Estimates into the calculation.

Resident Flood Website

Forerunner's white-labeled Flood Information Center website provides users with a powerful platform to deliver crucial flood risk information to residents and key stakeholders.

- Resident-facing Flood Information Center hosted by Forerunner that provides property-level flood risk data.
- Automated syncing of Elevation Certificates to Resident-facing Flood Information Center.
- Search for Elevation Certificates on the Resident-facing Flood Information Center by address or parcel ID.
- Contact form for flood information requests on the Resident-facing Flood Information Center.
- Automated tracking of flood information requests through the Resident-facing Flood Website.
- Tracking of resident floodplain management interaction logs for CRS purposes with export.
- Tracking of resident floodplain management interaction logs at the address level.

Per Property Communication Log

Forerunner has a dedicated community logging functionality for government officials to easily track community interactions on a per-property basis, satisfying the requirements of the CRS program and providing the community with a transparent view of conversations between government officials and the public. Forerunner also allows automatic export of these logs for CRS reporting.

Milestone Inspections

Forerunner's Milestone Inspections Module streamlines condominium inspection workflows by supporting Phase 1 and Phase 2 submissions and displaying imported condominium data from the City. Custom warnings, configurable tables, and document storage ensure efficient tracking and compliance.

- Support for Milestone Inspection workflows, including Phase 1 and Phase 2 submissions
- Import of condominium data supplied by the City for informational display
- Property-level custom warnings for milestone inspection tracking
- Configurable tables and fields for inspection data management
- Document storage for Phase 1 and Phase 2 reports and associated files

Mailings Record

Forerunner's Mailings Record Module provides property-level tracking for up to 10,000 letters per year, supporting multiple notice types and integrating mailing metadata from the City's Building Department. Customizable table views and reporting simplify communication, tracking, and compliance.

- Ability to track up to 10,000 mailings per year
- Property level insights into mailing campaigns
- Ability to support and customize mailing record for a variety of letter types
- Customizable table views and reporting for mailing data
- Ability to import of mailing metadata provided by the City

Repetitive Loss Data

Forerunner's sensitive data access features allow communities to gain insight into their Repetitive Loss Properties. Forerunner can import Fort Pierce's repetitive-loss property dataset, as provided by the City, geocode the data, and grant access only to users with permission to view the sensitive data.

- Geospatial tracking of repetitive loss properties
- Role-based data access permissions
- Yearly import of the updated repetitive loss properties dataset
- Data scrambling and authorization controls to ensure data protection
- Repetitive Loss data access is logged and tracked by Forerunner to ensure data security
- Personally Identifiable Information (PII) protection with document-level access controls and confidential material restrictions in keeping with Privacy Act of 1974 requirements

Task Management

Forerunner's task management system allows users to create, assign, and track Staff's tasks, ensuring nothing falls through the cracks while maintaining clear accountability and deadlines for all stakeholders.

- Dynamic task assignment to appropriate staff members based on roles and workload
- Configurable deadline management
- Integrated notifications and reminders across email and in-app
- Comprehensive task reporting for performance monitoring and optimization

Workflow Automation

Forerunner's workflow system allows the City staff to partner with Forerunner to create and modify complex, multi-stage floodplain and milestone inspection-related review processes without IT assistance, providing the flexibility to adapt program requirements, approval sequences, and stakeholder interactions as programs evolve.

- Configurable multi-stage workflows with role-based permissions controlling stage and field-level access
- Dynamic public program display and merchandising options based on workflow configurations and eligibility
- Automated task routing with configurable decision points and escalation protocols

Onboarding, Training, and Support

Forerunner ensures a seamless transition for new community partners through guided onboarding, data migration, and ongoing support. Each implementation is led by a dedicated account manager who provides hands-on assistance, ensuring users are trained, confident, and fully supported beyond initial setup. The typical Forerunner implementation process is documented below; however, because the City of Fort Pierce, FL is already a Forerunner customer, note that the system is already implemented and that configuration support and updates are now occurring on an on-going and as-needed basis:

- **Initial Assessment and Planning:** During our initial kick-off call, we learn more about the team and the goals for using Forerunner. We ensure that we fully understand how the City plans to get value out of the system so that we can help focus on the areas that will matter most. We ask some pertinent questions about floodplain management regulations, walk through the settings on the dashboard to make sure they reflect those regulations, set some goals for our work together, and establish next steps.
- **Initial Migration & Setup:** Forerunner's implementation team then assists with the import and organization of existing City materials including inspection records, and mailing data. The team also handles the creation of City user accounts and ensures system configurations align with local workflows.
- **Upload of Elevation Certificates:** Following the initial migration and set up, the City will provide historic Elevation Certificates to Forerunner for a file backfill. New Elevation Certificate will be uploaded by City staff when received from residents.
- **Training:** Comprehensive training sessions are provided for all designated City staff. These sessions include platform navigation, data management, and workflow best practices tailored to the City's needs. Additional training can be scheduled at any time as new features are released or staff members join.

As referenced in Tab C, Section 2, the City of Fort Pierce has been a Forerunner partner since June 30, 2023. The platform has been fully implemented and is in active use by the City's floodplain management and milestone inspection teams. The City's Forerunner Customer Success Manager will continue to support the City post-implementation in the following ways:

- **Ongoing Data Management:** As the City receives Elevation Certificates, City personnel can upload them directly into the system. Forerunner's automated data extraction and validation tools ensure that these uploads meet floodplain management and CRS requirements and integrate seamlessly into property-level records. Additional data sets can be backfilled by Forerunner team members, as needed.
- **Dedicated Account Management:** Each community partner is assigned a dedicated Customer Success Manager as a single point of contact for all support and coordination needs. The Customer Success Manager provides proactive outreach, handles troubleshooting, and coordinates additional training or configuration requests upon demand.
- **Maintenance:** Forerunner provides ongoing maintenance and system updates as part of the subscription, ensuring continuous performance, feature improvements, and regulatory compliance.

User Access & Role-Based Permissions

Forerunner provides ten (10) software user seats in this proposal. The City of Fort Pierce can assign users to varying levels of software access and permissions. Forerunner's segmented access includes the ability to filter which users can invite other users, control editing permissions, and control data deletion permissions.
Fort Pierce has the ability to add additional users, at a cost outlined in the Appendix 7, titled "Cost Estimate".

Data Ownership and Post-Termination Access

Forerunner acknowledges that all city data is the property of the City and will make such data available in machine-readable format within ninety (90) days following contract expiration or termination.

Licensing, Registration, and Legal Compliance (Florida)

Forerunner is organized outside of Florida, and is registered with the Florida Department of State and in active status on Sunbiz. Forerunner complies with all applicable federal, state, and local laws and regulations including those listed on RFP #2026 007 Section IV 5.2.

Forerunner implements industry standard information security controls for municipal data. Forerunner's internal dashboard is password protected with additional layers of security and access control for municipal repetitive loss data. The corporation is SOC II certified and undergoes penetration testing to ensure high levels of security. More information on Forerunner's security practices can be found on the company's website: https://www.withforerunner.com/security.

Tab F: References

Customer References

Hallandale Beach, FL

Christa Carrera
Floodplain Plan Review CRS Coordinator
239-450-0950

Bradenton, FL

Matthew Rush
Building Official
Planning & Community Development Department
101 Old Main Street, Bradenton, Fl 34205
941-932-9404

Pensacola, FL

Jonathan Bilby, MCP, CFM, ADAC
Building Inspections Director, ADA Coordinator
Building Inspections Division
222 W Main St. Pensacola, FL 32502
850-435-1748

Fernandina Beach, FL

Angie Lester, MBTO
CRS Administrator/Office Manager
204 Ash Street, Fernandina Beach, FL 32034
904-310-3146

Tab G: Additional Data

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180

(1). The prospective recipient of Federal assistance funds certifies, by Response, that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this Response.

ATTESTATION

By signing this report, I certify to the best of my knowledge and belief that the foregoing is true, complete, and accurate. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Sections 3729-3730 and 3801-3812).

Company Name

Forerunner Industries, Inc.

Name and Title of Authorized Representative

Susanna Pho, COO

Pho

Signature

11/20/25

Date

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG~FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certified that Forerunner Industries, 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 the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employees community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

11-20-25

Date

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 Susanna Pho, COO
(Print individual's name and title)

for Forerunner Industries, Inc.

whose business address is 548 Market Street #93531, San Francisco, CA 94104

(If applicable) its Federal Employer Identification Number (FEIN) is 83-3689645

(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.
   c. A person who knowingly enters into a joint venture with a person who has be

d. 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.)**

X 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.

Susanna Rho

(Signature)

11/20/2025

(Date)

STATE OF Virginia

COUNTY OF Hampton

PERSONALLY APPEARED BEFORE ME, the undersigned authority

Susanna Pho

(Name of individual signing) Who, after first being sworn by me, affixed his/her signature in the space provided above on this day 20th of November, 20 25.

Dequan Winborne

(NOTARY PUBLIC)

Dequan Winborne, Electronic Notary Public

My Commission Expires: 06/30/2029

COMMONWEALTH OF VIRGINIA • ELECTRONIC NOTARY PUBLIC •

Dequan Winborne

REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

Notarized remotely online using communication technology via Proof.

E-VERIFY
AFFIRMATION STATEMENT

Description: **FLOODPLAIN AND INSPECTION SERVICES SOFTWARE**

Pursuant to Section 448.095, Florida Statutes, Contractor/Proposer/Responder acknowledges and agrees:

(a) to register with and use the E-Verify System to verify the work authorization status of all persons employed by the Contractor/Proposer/Responder to perform employment duties during the term of the Contract, and

(b) to require any subcontractor (as defined in Section 448.095, Florida Statutes) assigned by Contractor/Proposer/Respondent to perform work pursuant to the Contract to register with and use the E-Verify System to verify the work authorization status of all persons employed by the subcontractor during the term of the Contract, and

(c) if Contractor/Proposer/Responder enters into a contract with a subcontractor, Contractor/Proposer/Responder shall obtain an affidavit from every subcontractor stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and the Contractor/Proposer/Responder shall maintain a copy of such affidavit for the term of the Contract, and

(d) the Contractor/Proposer/Bidder shall use the E-Verify System during the term of the Contract, as a condition of the Contract.

Contractor/Proposer/Bidder Company Name: Forerunner Industries, Inc.

Authorized Company Person's Signature: Susanna Pho

Authorized Company Person's Title: COO

Date: 11/20/2025

STATE OF ~~FLORIDA~~ DW Virginia
COUNTY OF Hampton

Sworn (or affirmed) and subscribed before me by means of ☐ physical presence or ☑ online notarization this 20th day of November, 20 25 by Susanna Pho, who is ☐ personally known or ☑ produced identification

(ID produced: driver's license).

Signature: Dequan Winborne Dequan Winborne, Electronic Notary Public (Seal) NOTARY PUBLIC 7940580

My Commission Expires: 06/30/2029

Notarized remotely online using communication technology via Proof.

Dequan Winborne
REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

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

Vendor name: Forerunner Industries, Inc.

Authorized Representative's Name and Title: Susanna Pho, COO

Address: 548 Market Street #93531

City: San Francisco State: CA Zip Code: 94104

Phone Number: 510-880-1584 Email Address: hello@withforerunner.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: Susanna Pho — Susanna Pho, COO — 11/20/2025

Authorized Signature | Printed Name and Title | Date

DW

STATE OF ~~FLORIDA~~ Virginia
COUNTY OF Hampton

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

this 20th day of November, 20 25

DW ~~by~~ who is

☐ personally known or
☑ produced identification (ID produced: driver's license).

Notary Public Signature: Dequan Winborne (Seal)

Print Name: Dequan Winborne, Electronic Notary Public My Commission Expires: 06/30/2029

COMMONWEALTH OF VIRGINIA · ELECTRONIC NOTARY PUBLIC · N

Dequan Winborne

REGISTRATION NUMBER
7940580
COMMISSION EXPIRES
June 30, 2029

Notarized remotely online using communication technology via Proof.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/24/2025

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
Paul Hughes (Rippling)
c/o Libertate Insurance Services
20 North Orange Avenue; Suite 500
Orlando, FL 32801

CONTACT NAME:
PHONE (A/C, No, Ext): | **FAX (A/C, No):**
E-MAIL ADDRESS: peo-wc@rippling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Rippling PEO 1, Inc. Labor Contractor, for co-employees of: Forerunner Industries, Inc.
430 California St 11th Floor
San Francisco, CA 94104

COVERAGES **CERTIFICATE NUMBER:** 25NY0201282968 **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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 83-31-211-00	12/01/2025	12/01/2026	X PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				Location Coverage Period:	12/01/2025	12/01/2026	**Client#** 833689645-NY	

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

Coverage is provided for only those co-employees of, but not subcontractors to:
Forerunner Industries, Inc.
1017 Bedford Ave Apt 2
Brooklyn, NY 11205

CERTIFICATE HOLDER

Forerunner Industries, Inc.
1017 Bedford Ave
Apt 2
Brooklyn, NY 11205

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): 11/24/2025

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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 SUNZ Insurance Solutions, LLC ID: (Rippling PEO 1 Inc) c/o Rippling PEO 1 Inc 430 California St, 11th Floor San Francisco, CA 94104	**CONTACT NAME:** Rippling Support Team **PHONE (A/C, No, Ext):** 915-491-2687 **FAX (A/C, No):** **E-MAIL ADDRESS:** peo-wc@rippling.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : SUNZ Insurance Company	34762
INSURED Rippling PEO 1 Inc LCF Forerunner Industries Inc 430 California St, 11th Floor San Francisco CA 94104	**INSURER B :**	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 88061995 **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	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			WC572-07138-024-SZ	12/1/2024	12/1/2025	✓ 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)

Coverage provided for all leased employees but not subcontractors of: Forerunner Industries Inc Client Effective Date: 10/1/2024

CERTIFICATE HOLDER

For Information Purposes

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

Rick Leonard

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FOREIND-01 POOJAKUMARIRAJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/24/2025

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

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

PRODUCER	CONTACT NAME: Sandra Guertin	
NFP Property & Casualty Services, Inc. 711 Westchester Avenue Suite 404 White Plains, NY 10604	PHONE (A/C, No, Ext): (802) 417-3118	FAX (A/C, No): (802) 773-6372
	E-MAIL ADDRESS: sandy.guertin@nfp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Sentinel Insurance Company Ltd	11000
INSURED	INSURER B : Arch Specialty Insurance Company	21199
Forerunner Industries Inc 548 Market Street #93531 San Francisco, CA 94104	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			16SBMAC7646	6/24/2025	6/24/2026	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO			16SBMAC7646	6/24/2025	6/24/2026	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB CLAIMS-MADE			16SBMAC7646	6/24/2025	6/24/2026	AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	CYBC Liability			C-4LQ0-140062-CYBER-2025	3/15/2025	3/15/2026	Aggregate	5,000,000
B	E&O/Prof			C-4LQ0-140062-CYBER-2025	3/15/2025	3/15/2026	Aggregate	5,000,000

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

Crime Liability | Policy No: 04KB071086725 | Policy Effective & Expiration dates: 11/25/2025 - 11/25/2026 | Limits: Employee theft: $1,000,000 | Deductible: $10,000

Directors & Officers Liability - Policy Number: 8263-3524; Effective Dates: 3/15/2025 - 3/15/2026; Aggregate: $3,000,000

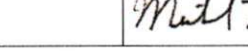
CERTIFICATE HOLDER

Proof of Insurance

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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AGENCY CUSTOMER ID: FOREIND-01 POOJAKUMARIRAJ

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
NFP Property & Casualty Services, Inc.		Forerunner Industries Inc 548 Market Street #93531 San Francisco, CA 94104
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Data Breach
Breach response limit is $5M

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CITY OF FORT PIERCE
PROPOSER'S CHECKLIST

This checklist is provided to assist each Proposer in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Proposer to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Proposer to read and comply with the Invitation to Bid in its entirety.

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

PLEASE SIGN AND RETURN WITH PROPOSAL

Tho

Proposed Compensation



Please find pricing attached as a separate document, titled "Cost Estimate". Pricing includes:

- Total annual cost for software and ten (10) user licenses
- Optional pricing for additional users
- Cost for training staff and implementation costs
- Cost for ongoing technical support

Madison White

From: Ryan McClennen <ryan@withforerunner.com>
Sent: Wednesday, November 26, 2025 9:10 AM
To: Purchasing Division
Subject: Re: Forerunner Industries, Inc's response to the City of Fort Pierce RFP #2026-007
Attachments: FINAL Forerunner Industries Response to City of Fort Pierce RFP #2026-007.pdf

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,

Please find an updated Forerunner Industries, Inc response to the City of Fort Pierce RFP #2026-007 which includes insurance coverage information.

Thanks,
Ryan

On Wed, Nov 26, 2025 at 8:42 AM Ryan McClennen <ryan@withforerunner.com> wrote:

> Good morning,
>
> Please find the Forerunner Industries, Inc response to the City of Fort Pierce RFP #2026-007 for Floodplain and Inspection Services software attached below.
>
> Please confirm receipt when possible.
>
> Thank you,
> Ryan McClennen
>
> --
>
> **Ryan McClennen, CFM**
>
> *Customer Success Manager*
>
> (786)-755-5117
>
> ryan@withforerunner.com
>
> www.withforerunner.com

--

Ryan McClennen, CFM

Customer Success Manager

(786)-755-5117

ryan@withforerunner.com

www.withforerunner.com

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MADISON WHITE, PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: CONTRACT REVISIONS- FLOODPLAIN AND INSPECTION SERVICES SOFTWARE - RFP NO. 2026-007

CAO RLS FILE: 26-140

DATE: APRIL 22, 2026

I have reviewed the above Request for Legal Services (RLS) related to the contract revisions requested by Forerunner, Inc. for floodplain and inspection services software. A redlined and clean copy of the agreement is attached; the clean copy is approved as to form and correctness.

The additions requested by Forerunner were accepted and included in subsection 5. The other formatting changes seen on the redlined copy were to correct spacing within the document.

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: 06/01/2026

Re: Approval of Award Agreement from the Florida Department of Law Enforcement

Submitted For: David Smith, Chief of Police, Police Department

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SUBJECT:

Approval and acceptance of the Florida Department of Law Enforcement (FDLE) FY24 –Project Safe Neighborhoods – Southern District of Florida (PSS) Grant Program, award number PS001 in the amount of $137,190 to be used to purchase specialized equipment, overtime for officers participating in Operation Cease Fire through the Courageous Kids Program and R.I.C.H. House, along with overtime for Professional Staff of the Police Department assigned to assist the officers.

SUMMARY:

The Department has tentatively been awarded funding from the Florida Department of Law Enforcement, FY24—Project Safe Neighborhoods—Southern District of Florida (PSS-SDFL). The approved award (PS001) amount is $137,190. Accepting the award requires the City Mayor to sign the Award Agreement.

This grant is 100% reimbursable for expenses and does not require a local match.

The City Attorney’s Office has approved the document regarding form and correctness.

RECOMMENDATION:

Staff recommends acceptance of the "Award Agreement."

ALTERNATIVES:

Do not accept the "Award Agreement"; subsequently, funds will not be awarded.

RESPONSIBLE STAFF:

Melissa Alexander, Program Grant Coordinator
Robert Ridle, Deputy Chief

COORDINATED WITH:

Melissa Alexander, Program Grant Coordinator

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2026
Account:	1013005.xxxxxx
Amount:	$137,190.00

FISCAL IMPACT:

Multiple Police Grant accounts will be used for this grant.
This grant is 100% reimbursable for expenses and does not require a local match.

Attachments

FY24 PSN Federal Award Agreement

PSN FY24 Legal Review

PSN FY23 Signed Award Agreement

State of Florida
Florida Department of Law Enforcement
Bureau of Criminal Justice Grants (CJG)
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: PS001

Award Period: 01/01/2026 – 09/30/2027

Award Title: PS001: FY24 PSNS - Operation Cease Fire

Federal Funds: $137,190.00

Matching Funds: $0.00

Total Funds: $137,190.00

CFDA: 16.609

Federal Award Number: 15PBJA-24-GG-04015-GUNP

Federal Program: Project Safe Neighborhoods - Southern District of FL (PSS)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as “FDLE” or “Department”) and the City of Fort Pierce (herein referred to as “Recipient”);

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix C)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department’s grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state’s Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix E and Appendix F** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: PS001
Award Title: PS001: FY24 PSNS - Operation Cease Fire
Award Period: 01/01/2026 – 09/30/2027

Florida Department of Law Enforcement
Bureau of Criminal Justice Grants

Signature: _____ Date: _____

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Fort Pierce

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: _____ Date: _____

Typed Name and Title: Linda Hudson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: _____

Printed Name and Title: _____

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	PS001
Recipient:	City of Fort Pierce
Award Title:	PS001: FY24 PSNS - Operation Cease Fire
Award Period:	01/01/2026 - 09/30/2027

Problem Identification

Over the past five years, the Fort Pierce Police Department (FPPD) has received an average of 89,227 calls for service annually, with nearly one third, about 27,772; originating from the Lincoln Park neighborhood. This area continues to experience a disproportionate share of violent crime. Over the last four years, gun violence has remained a significant challenge, including 90 verified shootings in 2023 and 75 in 2024, with 42 of those occurring in Lincoln Park. The neighborhood accounts for roughly 27% of all Part I violent crime citywide, creating heightened safety risks and contributing to long term social and economic instability. In 2024 alone, FPPD made 2,993 arrests citywide, and 963 occurred in Lincoln Park, including 883 adults and 80 juveniles. These trends highlight the ongoing need for focused enforcement and prevention efforts.

The awarded funds will help address these violent crime challenges by supporting equipment that enhances investigative capabilities, overtime for Operation Cease Fire, and officer participation in prevention programs such as the R.I.C.H. House and Courageous Kids. These programs provide mentorship, academic support, life skills training, and structured activities for at risk youth, helping reduce juvenile involvement in crime. Funding will also support civilian staff who assist with these youth initiatives.

Currently, the department must rely on outside contractors for camera access, which causes delays, increased costs, and limits the ability to quickly respond to outages or relocate cameras to new hot spots. Overall, the funding will strengthen enforcement, expand youth intervention, improve investigative tools, and ensure the long-term sustainability of the city’s violence reduction infrastructure.

Scope of Work

The City of Fort Pierce will use grant funds to support overtime for civilian staff at Courageous Kids and the R.I.C.H. House, violent crime reduction efforts, and the purchase of deployable cameras, pole mounted cameras, street light cameras, and wearable cameras. These tools and activities help disrupt organized criminal activity, reduce violence, and strengthen community relationships.

Gang set aside of 30% grant funds will be used to support activities focused on the investigation and prosecution of criminal and transnational organizations engaging in high levels of violent crime, firearms offenses, human trafficking, and drug trafficking through the measure of the size and direction of change directly attributable to the activities proposed in this application.

Appendix B - Deliverables

Award Number:	PS001
Recipient:	City of Fort Pierce
Award Title:	PS001: FY24 PSNS - Operation Cease Fire
Award Period:	01/01/2026 - 09/30/2027

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay salary and benefits to support overtime for civilian staff at Courageous Kids and the R.I.C.H. House, violent crime reduction efforts.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $106,050.00
Deliverable 2	Recipient will use federal grant funds to procure deployable cameras, pole mounted cameras, street light cameras, and wearable cameras.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $31,140.00

Appendix C - Approved Budget

Award Number:	PS001		
Recipient:	City of Fort Pierce		
Award Title:	PS001: FY24 PSNS - Operation Cease Fire		
Award Period:	01/01/2026-09/30/2027		
Award Amount:	$137,190.00	$0.00	$137,190.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

A. Personnel

Item Name	Description	Grant Funded	Match	Total
Overtime for Civilians at Courageous Kids & the R.I.C.H. House	Overtime for civilian staff of the Police Department for Courageous Kids and the R.I.C.H. House Programs – 1 civilian/week for 6 hours @ an average of $43/hour for 52 weeks = $13,416.00	$13,416.00	$0.00	$13,416.00
Overtime for Officers at Courageous Kids & the R.I.C.H. House	Overtime for Officers for Courageous Kids and the R.I.C.H. House Programs – 1 officer for 6 hours per week (3 hours for Courageous Kids/week & 3 hours for RICH House/week) @ an average of $54/hour for 52 weeks = $16,848.00	$16,848.00	$0.00	$16,848.00
Overtime For Violent Crimes	Overtime for Violent Crimes – overtime for approximately 20-22 officers @ average overtime rate of $70/hour for approximately 1,082.66 hours = $75,786.00	$75,786.00	$0.00	$75,786.00
			A. Personnel Subtotal:	**$106,050.00**

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Battery Powered Deployable Camera - Fiber Marker	Battery powered deployable camera will provide detective's opportunities to capture critical recording evidence where fixed pole cameras are unable to be installed: 1 Battery Powered Deployable	$3,640.00	$0.00	$3,640.00

	Camera with 2 batteries @ $3,640 each = $3,640			
Battery Powered Log Camera	Deployable cameras will provide detective's opportunities to capture critical recording evidence where fixed pole cameras are unable to be installed: 1 Deployable Battery Powered Log Camera @ $2,495 each = $2,495	$2,495.00	$0.00	$2,495.00
Street Light Camera	Street light cameras are crucial to capturing evidence/intelligence of violent crime committed in the Lincoln Park community: 5 Street Light Cameras @ $3,995 each = $19,975 There will be no groundbreaking required to install cameras.	$19,975.00	$0.00	$19,975.00
Wearable Camera	The wearable recording devices will be used to capture video/audio evidence during controlled purchases or collecting gang intelligence: 2 Wearable Cameras @ $2,515 each = $5,030	$5,030.00	$0.00	$5,030.00
			D. Equipment Subtotal:	**$31,140.00**

Appendix D: Award Contacts

Award Number:	PS001
Recipient:	City of Fort Pierce
Award Title:	PS001: FY24 PSNS - Operation Cease Fire
Award Period:	01/01/2026 - 09/30/2027

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, FL 34950-5106
Phone: 772-467-6812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, FL 34950-4205
Phone: 772-467-3000
Email: fpassistant@cityoffortpierce.com

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, FL
Phone: 772-467-3073
Email: jmorris@cityoffortpierce.com

Recipient Additional Point of Contact (POC)

Name: John Fasanello
Title: Lieutenant
Phone: 772-467-6881
Email: jfasanello@fppd.org

Appendix E: Special Conditions

Award Number: PS001
Recipient: City of Fort Pierce
Award Title: PS001: FY24 PSNS - Operation Cease Fire
Award Period: 01/01/2026 - 09/30/2027

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0048	The Recipient's internal controls do not appear to comply with the requirements outlined in the DOJ Grants Financial Guide and the Office of Management and Budget (OMB), Uniform Grant Requirements, 2 C.F.R. 200, specifically related to the safeguarding of personally identifiable information (PII) and law enforcement sensitive data. Documentation of compliance with these requirements must be in accordance with the standards identified in OMB's Uniform Requirements and the DOJ Grants Financial Guide and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.
S0058	At the time of application, the Recipient indicated their organization is required to create and maintain an EEO Plan. The Recipient must provide a copy of their Utilization Report to the Office of Criminal Justice Grants at monitoring.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds for Cameras, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0086	A project risk assessment completed at the time of application review determined this project is HIGH-RISK. Full back up documentation supporting all expenditures must accompany each payment request submitted to OCJG for approval. Documentation may include, but is not limited to procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, time sheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.
W0092	WITHHOLDING OF FUNDS: The project period for this award starts 01/01/2026. Prior to the drawdown of funds, the Recipient must submit all quarterly performance reports due since the start date of the award period.
S0110	At the time of application, the Recipient indicated that they do not have written procedures to report and investigate all grant funded property loss, theft, or damaged. Documentation of compliance with this requirement must be in accordance with the standards identified in OMB's Uniform Requirements and must be maintained and provided to the Office of Criminal Justice Grants at monitoring.

Appendix F – FY2024 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. FDLE awards funds to eligible applicants, and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., “Omnibus Crime Control and Safe Streets Act of 1968”

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a

beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within (60) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within (90) days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines to Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 Federal Restrictions on Lobbying - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 State Restrictions on Lobbying - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 Additional Restrictions on Lobbying - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 "Pay–to–Stay" - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the

recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 Personally Identifiable Information Breaches - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment , and are incorporated by reference here.

20.0 Exceptions regarding Prohibited and Controlled Equipment under OJP awards - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds - prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 Participant Notification of Non-discrimination - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 Title VI of the Civil Rights Act of 1964 - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 Equal Employment Opportunity Program (EEOP) – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 Title IX of the Education Amendments of 1972 - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 Partnerships with Faith-Based and other Neighborhood Organizations - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 Title II of the Americans with Disabilities Act of 1990 - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in

the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services**.**

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968 –** Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and

account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to FDLE for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 **Award Amendments** - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 **Financial Expenditures and Reporting** - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by FDLE.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for FDLE approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.
Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to FDLE for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to FDLE, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 Verification and updating of Recipient Grant Manager contact information - The recipient must verify its Recipient Grant Manager (GM) contact information, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the FDLE grant manager within thirty days of the change.

11.0 Death in Custody Reporting (JAG Program Only) – Recipients of funds under Florida's Justice Assistance Grant (JAG) program are required to report all deaths in custody to the Criminal Justice Grants. A death in custody occurs when a person dies who is detained, under arrest, in the process of being arrested, is en route to incarceration, or is incarcerated at a municipal or county jail, state prison, state-run prison boot camp, contracted prison, or other local or state correctional facility. For more information on the reporting requirements, visit: https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Forms/Forms/DCRA.

SECTION V: MONITORING AND AUDITS

1.0 Access to Records - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: (1) The federal awarding agency that currently designates the recipient high risk, (2). The date the recipient was designated high risk, (3) the high-risk point of contact at that federal awarding agency (name, phone number, and email address), and (4) The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by FDLE during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE may withhold award funds, or may impose award conditions or other related requirements, if (as determined by FDLE) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and

Chapter 10.650, “Local Governmental Entity Audits” and “Florida Single Audit Act Audits Nonprofit and For-Profit Organizations.”

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor’s report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the “Certification of Audit Exemption” form, shall be provided to the Department by the Chief Financial Officer, or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that FDLE considers to be a procurement “contract”, and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, “Cost Principles”.

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment’s protection against unreasonable searches and seizures and the First Amendment’s freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are

no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise FDLE in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to FDLE upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based

upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 FFATA Reporting Requirements - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 Travel and Training - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 Expenses Related to Conferences, Meetings, Trainings, and Other Events - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 Training and Training Materials - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 Publications, Media, Websites, and Patents Ownership of Data and Creative Material - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide, 28 C.F.R. §§ 66, and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."*

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 Interoperable Communications Guidance - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) – Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.
2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 **Non-Disclosure Agreements** - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 **Whistleblower Protections** – An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 **Confidential Funds and Confidential Funds Certificate** - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for FDLE review.

26.0 **For JAG: Task Force Training Requirement** - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 **For NCHIP & NARIP: Protective Order Systems** - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by FDLE seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 **Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements** - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 **Determination of Suitability to Interact with Minors** - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 **Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters** - No recipient under this award, or entity that receives a procurement contract with funds under this award, may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to FDLE, and will resume such obligations only if expressly authorized to do so by FDLE.

3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 For RSAT: Data Collection - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 For RSAT: Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 For PSN: Coordination with U.S. Attorney and PSN Task Forces - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 For PSN: Media-related Outreach - The recipient agrees to submit to FDLE for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 For NCHIP & NARIP: Comprehensive Evaluation - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 For NCHIP & NARIP: Coordination and Compatibility with Systems - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 **For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant “eligible records”.

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

31.0 For Paul Coverdell: Generally Accepted Laboratory Practices – The recipient shall ensure that any forensic laboratory, forensic laboratory system, medical examiner’s office, or coroner’s office that will receive any portion of the award uses generally accepted laboratory practices and procedures as established by accrediting organizations or appropriate certifying bodies.

32.0 For Paul Coverdell: Accreditation – The recipient may not obligate, expend, or draw down any funds under this award until the recipient submits documentation sufficient to demonstrate that it is accredited.

33.0 If the recipient is not accredited, the recipient must prepare and apply for accreditation by not more than two years from the award date of this award. If accredited, the recipient must continue to demonstrate such accreditation as a condition of receiving or using these subawarded funds; or, if not accredited, the recipient must use the subawarded funds to prepare and apply for accreditation.

34.0 The Coverdell statute (see 34 U.S.C. section 10562(2)) and the Paul Coverdell Science Improvement Grants Program solicitation state certain requirements and guidance associated with proper accreditation and regarding what BJA will consider to be acceptable documentation of accreditation. The awarded funds may not be used under this award by a forensic laboratory or forensic laboratory system with accreditation (or by such laboratory to obtain accreditation) that BJA determines not to be consistent with the Coverdell law and the solicitation or to be otherwise deficient.

The recipient agrees to notify FDLE promptly upon any change in its accreditation status.

35.0 For Paul Coverdell: Gross Income/Revenues – The recipient understands and agrees that gross income (revenues) from fees charged for forensic science or medical examiner services constitutes program income (in whole or in part), and that program income must be determined, used, and documented in accordance with the provisions of 2 C.F.R. 200.307, including as applied in the DOJ Grants Financial Guide, as it may be revised from time to time. The recipient further understands and agrees that both program income earned during the award period and expenditures of such program income must be reported on the quarterly and final Federal Financial Reports (SF425) and are subject to audit.

The recipient understands and agrees that program income earned during the award period may be expended only for permissible uses of funds specifically identified in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program. The recipient further understands and agrees that program income earned during the award period may not be used to supplant State or local government sources for the permissible uses of funds listed in the solicitation.

The recipient understands and agrees that program income that is earned during the final one hundred twenty (120) days of the award period may, if appropriate, be obligated (as well as expended) for permissible uses during the one hundred twenty-day (120-day) period following the end of the award period. The recipient further understands and agrees that any program income earned during the award period that is not obligated and expended with one hundred twenty (120) days of the end of the award period must be returned to OJP.

The recipient understands and agrees that, throughout the award period, it must promptly notify BJA if it either starts or stops charging fees for forensic science or medical examiner services, or if it revises its method of allocating fees received for such services to program income. Notice must be provided in writing to the BJA grant manager for the award within ten (10) business days of implementation of the change.

36.0 For Paul Coverdell: External Investigations – The recipient shall comply with 34 U.S.C. section 10562(4), relating to processes in place to conduct independent external investigations into allegations of serious negligence or misconduct by employees or contractors.

The recipient of this subaward acknowledges that, as stated in the solicitation for the Paul Coverdell Forensic Science Improvement Grants Program, BJA assumes that recipients (and subrecipients) of Coverdell funds will make use of the process referenced in their certification as to external investigations and will refer allegations of serious negligence or misconduct substantially affecting the integrity of forensic results to government entities with an appropriate process in place to conduct independent external investigations, such as the government entity (or entities) identified in the grant application. The recipient shall submit the following information as part of its final report:

1) The number and nature of any allegations of serious negligence or misconduct substantially affecting the integrity of forensic results received during the 12-month period of the award;
2) Information on the referrals of such allegations (e.g., the government entity or entities to which referred, the date of referral);
3) The outcome of such referrals (if known as of the date of the report); and
4) If any such allegations were not referred, the reasons(s) for the non-referral.

Should the project period for this award be extended, the recipient shall submit the above information as to the first twelve months of the award as part of the first semi-annual progress report that comes due after the conclusion of the first twelve months of the project period, and shall submit the required information as to subsequent twelve-month periods every twelve months thereafter (as part of a semi-annual progress report) until the close of the award period, at which point the recipient shall submit the required information as to any period not covered by prior reports as part of its final report. The recipient understands and agrees that funds may be withheld (including funds under future awards), or other related requirements may be imposed, if the required information is not submitted on a timely basis.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MELISSA ALEXANDER, PAYROLL SPECIALIST , POLICE DEPARTMENT, ADMINISTRATIVE BUREAU

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY SH

RE: REVIEW OF AWARD AGREEMENT FROM THE FLORIDA DEPARTMENT OF LAW ENFORCEMENT

CAO RLS FILE: 26-171

DATE: MAY 4, 2026

I have reviewed the above request for legal services related to the award agreement from the Florida Department of Law Enforcement (FDLE) Project Safe Neighborhoods grant. You noted in your request that this is a repeat grant award previously reviewed in 2025 (RLS 25-100). This agreement, for 2026-2027, is approved as to form and correctness.

As stated in the previous memo, please take note of the specific requirements in Appendix E of the agreement.

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

Thank you.

State of Florida
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, FL 32308

AWARD AGREEMENT

Recipient: City of Fort Pierce

Recipient SAM UEI: HD7SD9PNKNA5

Award Number: W1002

Award Period: 04/01/2025 – 09/30/2026

Award Title: W1002 - FY23 PSN(S) - Operation Cease Fire

Federal Funds: $181,338.00

Matching Funds: $0.00

Total Funds: $181,338.00

CFDA: 16.609

Federal Award Number: 15PBJA-23-GG-02443-GUNP

Federal Program: Project Safe Neighborhoods - Southern District of FL (PSS)

Federal Awarding Agency: U.S. Department of Justice (USDOJ)

Pass-through Entity: Florida Department of Law Enforcement (FDLE)

Research & Development: No

Indirect Cost: No

An award agreement is entered into by and between the Florida Department of Law Enforcement (herein referred to as "FDLE" or "Department") and the City of Fort Pierce (herein referred to as "Recipient");

WHEREAS, the Department has the authority pursuant to Florida law and does hereby agree to provide federal financial assistance to the Recipient in accordance with the terms and conditions set forth in the award agreement, and

WHEREAS, the Department has available funds resulting from the federal award listed above, and

WHEREAS, the Recipient and the Department have each affirmed they have read and understood the agreement in its entirety and the Recipient has provided an executed agreement to the Department.

SCHEDULE OF APPENDICES

Appendix A – Scope of Work
Appendix B – Deliverables
Appendix C – Approved Budget
Appendix D – Award Contacts
Appendix E – Special Conditions
Appendix F – Standard Conditions

PERFORMANCE REPORTING

The Recipient shall provide **Quarterly Performance Reports** to the Department attesting to the progress towards deliverables. Performance Reports are due no later than 15 days after the end of each reporting period.

For example: If the monthly reporting period is July 1-31, the Performance Report is due August 15th; if the quarterly reporting period is January 1 – March 31, the Performance Report is due by April 15th.

The Recipient shall respond to the metrics in the electronic grant management system. Information provided by the Recipient will be used by the Department to compile reports on project progress and metrics to the U.S. Department of Justice.

Supporting documentation for performance must be maintained by Recipient and made available upon request for monitoring purposes. Examples of supporting documentation include but are not limited to timesheets, activity reports, meeting notices, delivery documents, public announcements, rosters, presentations, database statistics, etc.

Failure to submit performance reports by the deadline will result in a withholding of funds until performance reports are received.

FINANCIAL REPORTING

The State of Florida's performance and obligation to pay under this agreement is contingent upon an appropriation by the Legislature. The Department will administer and disburse funds under this agreement in accordance with ss. 215.97, 215.971, 215.981 and 215.985, F.S.

This is a cost reimbursement agreement. The Department will reimburse the Recipient for allowable expenditures included in the approved budget **(Appendix B)** incurred during each reporting period. The Recipient shall provide **Quarterly Payment Requests** to the Department attesting to expenditures made during the reporting period. These reports are due no later than 30 days after the end of each reporting period. For example: If the monthly reporting period is July 1-31, the Payment Request is due August 30th; if the quarterly reporting period is January 1 – March 31, the Payment Request is due by April 30th.

Using the electronic grant management system to record expenses, Payment Requests must clearly identify the dates of services, a description of the specific contract deliverables provided during the reporting period, the quantity provided, and the payment amount. All Payment Requests are reviewed and may be audited to the satisfaction of the Department. The Department's determination of acceptable expenditures shall be conclusive.

The final Payment Request shall be submitted to the Department no more than 60 days after the end date of the award. Any payment due under the terms of this agreement may be withheld until performance of services, all reports due are received, and necessary adjustments have been approved by the Department.

The Recipient must maintain original supporting documentation for all funds expended and received under this agreement in sufficient detail for proper pre- and post-audit and to verify work performed was in accordance with the deliverable(s). Payment shall be contingent upon the Department's grant manager receiving and accepting the invoice and the associated supporting documentation. Supporting documentation includes, but is not limited to: quotes, procurement documents, purchase orders, original receipts, invoices, canceled checks or EFT records, bank statements, etc. The state's Chief Financial Officer (CFO) reserves the right to require further documentation on an as needed basis.

Failure to comply with these provisions shall result in forfeiture of reimbursement.

Award Signatures

In witness whereof, the parties affirm they each have read and agree to the conditions set forth in **Appendix C and Appendix D** of this agreement, have read and understand the agreement in its entirety and have executed this agreement by their duly authorized officers on the date, month and year set out below.

Modifications to this page, including strikeovers, whiteout, etc. are not permitted.

Award ID: W1002
Award Title: W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period: 04/01/2025 – 09/30/2026

Florida Department of Law Enforcement
Office of Criminal Justice Grants

Signature: _____ Date: 6/4/25

Typed Name and Title: Cody Menacof, Bureau Chief

Recipient
City of Fort Pierce

The award is not valid until signed and dated by all required parties including either the Chief Official or Designee below. Any Designee signatures must be accompanied by documentation granting the authority to execute this agreement.

By signing below, I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343, and Title 31, Sections 3729-3730 and 3801-3812.

Recipient Chief Official

Signature: Linda Hudson Date: 6/2/25

Typed Name and Title: Linda Hudson, Mayor

Recipient Chief Official Designee

Signature: _____ Date: 6/2/25

Printed Name and Title: Robert Ridle, Acting Chief of Police

Additional Recipient Signatures (optional)

If your local process requires additional signatures (i.e., legal, clerk, etc.) use the spaces below.

Signature: _____ Date: _____

Printed Name and Title: _____

Signature: _____ Date: _____

Printed Name and Title: _____

Appendix A - Scope of Work

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

Problem Identification

The City of Fort Pierce endures a higher than national average unemployment rate of 5.3%. This impacts local crime rates, particularly among youth and young adults in the city. Incidents of gun violence and gang-related activities have drawn concern from residents and local authorities by hindering economic development and deterring community investments in the city. Addressing these trends through Project Safe Neighborhoods funding is critical to ensuring the safety, well-being, and resilience of the entire community.

The Fort Pierce Police Department participates in Operation Cease Fire; designed to maximize police presence overtly and covertly in neighborhoods plagued by gun violence. Equipment and software are needed to assist in collecting surveillance, apprehending suspects, and retrieving evidence that could be used to prosecute suspects. Additionally, Operation Cease Fire currently has a presence in the Courageous Kids Program and the R.I.C.H. House; a safe haven designed to empower lives and strengthen the community by providing an opportunity for parents, children and residents to be involved in a wide range of learning and social activities. Mentors at each R.I.C.H. House provide academic support to at-risk youth in the community, including help with homework, test preparation and life skills. Some civilian staff of the Fort Pierce Police Department also work alongside the officers for Courageous Kids and assist the R.I.C.H. House mentors. The positive interaction within these programs aspires to cultivate healthy choices, navigate difficult situations and foster a safer community at large.

Scope of Work

The City of Fort Pierce will use grant funding to pay overtime for officers and mentors participating in Operation Cease Fire through the Courageous Kids Program and the R.I.C.H. House, along with overtime for civilian staff of the Fort Pierce Police Department assigned to assist the officers and mentors.

Additionally, funds will be used for various pieces of equipment to aid in search warrants, suspect identification, surveillance, and investigations, such as:

- Facial recognition software to improve accuracy in suspect identification.
- A specialized Faraday evidence storage cabinet with accessories and special bags designed for securing seized electronic devices while maintaining RF signal shielding.
- Entry equipment like individual pry-bars and breaching tools; beneficial in extreme circumstances.
- Weatherproof binoculars for accurate long-distance surveillance.
- First aid trauma kits to medically assist individuals with significant injuries.
- A mixed bill value counter for tracking and auditing cash; capable of scanning and logging serial numbers.
- Stop Sticks; tire-deflation devices that end high-speed automobile pursuits quickly and safely.
- A wheeled deployment robot with accessories, equipped with the capability of deploying Stop Sticks to handicap fleeing vehicles.

The combined efforts of program participants and the application of necessary equipment will allow the City of Fort Pierce to continue its mission of crime reduction and community safety.

Appendix B - Deliverables

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

Total payments for all deliverables will not exceed the maximum grant award amount.

Deliverable 1	Recipient will use federal grant funds to pay salary for two (2) part-time mentors at R.I.C.H. House; a support facility in the community.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $15,600.00
Deliverable 2	Recipient will use federal grant funds to pay overtime costs for violent crimes investigators, plus overtime expenses to officers and civilians dedicating work to the Courageous Kids Program and the R.I.C.H. House; a support facility in the community.
Minimum Performance Criteria:	Completion of progress with at least one activity described in the Scope of Work. Documentation includes an attestation of activities or services rendered through the submission of the payment request.
Financial Consequences:	This is a cost reimbursement deliverable. Only allowable activities completed as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $131,245.00
Deliverable 3	Recipient will use federal grant funds to procure equipment and supplies which will assist in search warrants, suspect identification, surveillance, investigations and first aid.
Minimum Performance Criteria:	Performance will be the procurement and receipt of goods/services purchased.
Financial Consequences:	This is a cost reimbursement deliverable. Only those items purchased and received as attested through the submission of the payment request will be eligible for payment.
Deliverable Price:	Total payments for this deliverable will be approximately $34,493.00

Appendix C - Approved Budget

Award Number:	W1002		
Recipient:	City of Fort Pierce		
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire		
Award Period:	04/01/2025-09/30/2026		
Award Amount:	$181,338.00	$0.00	$181,338.00
	Grant Funded	Match	Total

Standard Budget Terms

All items, quantities, and/or prices below are estimates based on the information available at the time of application.

The item(s) listed below may include additional individually priced, operationally necessary accessories, components, and/or peripherals and may be categorized as a "kit", "bundle", "system" etc.

Award funds may be used to pay for any applicable shipping, freight, and/or installation costs.

Award funds will NOT be used to pay for extended warranties, service agreements, contracts, etc., covering any periods that extend beyond the award end date. Funds may be prorated for services within the award period.

Any costs that exceed the award allocation will be the responsibility of the Recipient.

A. Personnel

Item Name	Description	Grant Funded	Match	Total
Mentors	2 Part-Time Mentors one at each R.I.C.H. House @ $25.00/hour x approx. 312 hours each = $15,600.00.	$15,600.00	$0.00	$15,600.00
Overtime for Civilians at Courageous Kids & the R.I.C.H. House	Overtime for 2 civilians per week @ and average overtime rate of $43/hour for approx. 513.6 hours/year = $44,169.60. Only requesting $44,169.00	$44,169.00	$0.00	$44,169.00
Overtime for Officers at Courageous Kids & the R.I.C.H. House	2 officers for approx. 312 hours x $54 hour = $33,696.00	$33,696.00	$0.00	$33,696.00
Overtime For Violent Crimes	Overtime for approximately 10-20 investigators @ an average overtime rate of $60/hour x approx. 889 hours = $53,380.00	$53,380.00	$0.00	$53,380.00
		A. Personnel Subtotal:		**$146,845.00**

D. Equipment

Item Name	Description	Grant Funded	Match	Total
Breaching Tool	Breaching tool will be used while executing of lawful drug/gang search warrants in the Lincoln Park neighborhood for entries that pry-bars can't open. 1 Breaching Tool @ $10,000 each = $10,000.00.	$10,000.00	$0.00	$10,000.00
Deployable Stop Sticks	Stop Sticks are a tire-deflation device that ends high-speed automobile pursuits	$1,010.00	$0.00	$1,010.00

	quickly and safely. Their innovative design ensures effectiveness and reliability. 2 Stop Sticks @ $505 each = $1,010.00.			
Facial Recognition Software	This software searches public access social media sites, mugshot websites, news media sites, etc. This software will allow officers to quickly identify individuals who won't cooperate in giving an accurate name, etc. This is for one year of service. 1 year of Facial Recognition Software x $2,000 year = $2,000.00.	$2,000.00	$0.00	$2,000.00
Faraday Locker	Faraday Lockers used in our evidence room to store electronic devices while keeping suspects' phones charged. 2 Faraday Lockers x $4,999 each = $9,998.00.	$9,998.00	$0.00	$9,998.00
Mixed Bill Value Money Counter	The Mixed Bill Value Counter will be used for auditing cash and offers robust serial number recording and export features, making it suitable for tracking. 2 mixed value money counters x $930 each = $1,860.00.	$1,860.00	$0.00	$1,860.00
Wheeled Deployment Robot	The wheeled deployment robot will provide law enforcement officers with an intuitive, easy-to-use, and flexible tool to remotely deploy stop sticks, keeping officers a safe distance from the roadway and oncoming vehicles. This cost includes shipping. 1 wheeled deployment robot @ $3,999 each + $87.00 shipping = $4,086.00.	$4,086.00	$0.00	$4,086.00
			D. Equipment Subtotal:	**$28,954.00**

E. Supplies

Item Name	Description	Grant Funded	Match	Total
Binoculars	The waterproof binoculars will be utilized during surveillance operations. 2 binoculars x $160 each = $320.00.	$320.00	$0.00	$320.00
Individual First Aid Trauma Kits	These kits will include trauma gloves, bleeding control dressing, hypothermia blanket, trauma dressing, pressure device and other essentials to assist in providing emergency care. 15 first aid trauma kits @ $188 each = $2,820.00.	$2,820.00	$0.00	$2,820.00
Individual Pry-bars	Individual pry-bars are smaller and more compact prybars that will be used to provided easy access to a breaching tool while on the street or in situations where the large entry tool cannot be used. 15 pry-bars x $50 each = $750.00.	$750.00	$0.00	$750.00
Pry-bar Entry Tools	These tools will be used to for lawful drug/gang searches. 2 pry-bar entry tools @ $410 each = $820.00.	$820.00	$0.00	$820.00
Wheeled Deployment	The wheeled deployment robot kit	$829.00	$0.00	$829.00

Robot Kit	includes a stop stick sleeve, tether, carabiners, six 3 ft stop sticks, and a storage bag. These accessories are needed for the wheeled deployment robot to perform at its peak. 1 wheeled deployment robot kit @ $829 each = $829.00.		
		E. Supplies Subtotal:	**$5,539.00**

Appendix D: Award Contacts

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

Recipient Grant Manager (GM)

Name: Melissa Alexander
Title: Grant Coordinator
Address: 920 S US Highway 1
Fort Pierce, 34950
Phone: 7724676812
Email: malexander@fppd.org

Recipient Chief Official (CO)

Name: Linda Hudson
Title: Mayor
Address: 100 N US Highway 1
Fort Pierce, 34950
Phone: 7724673000
Email: malexander@fppd.org

Recipient Chief Financial Officer (CFO)

Name: Johnna Morris
Title: Finance Director
Address: 100 N US Highway 1
Fort Pierce, 34950
Phone: 7724673073
Email: Jmorris@cityoffortpierce.com

Name:
Title:
Phone:
Email:

Appendix E: Special Conditions

Award Number:	W1002
Recipient:	City of Fort Pierce
Award Title:	W1002 - FY23 PSN(S) - Operation Cease Fire
Award Period:	04/01/2025 - 09/30/2026

In addition to the attached standard conditions, the above-referenced grant project is subject to the special conditions set forth below.

S0057	At the time of application, it was noted the Recipient's EEO Certification (EEOC) will expire on 10/29/25. In order to prevent delays in payment, the Recipient must provide an updated EEOC to the Office of Criminal Justice Grants prior to the expiration date.
W0067	WITHHOLDING OF FUNDS: This project requests funding for telecommunications and/or video surveillance equipment. Prior to the drawdown of funds, in accordance with the Office of Management and Budget (OMB) Uniform Requirements, 2 CFR 200.216, the Recipient must provide documentation that the manufacturer and vendor are not on the Excluded Parties List in SAM.gov to the Office of Criminal Justice Grants.
S0087	A project risk assessment completed at the time of application review determined this project is LOW-RISK. However, the project requests funds for salaries, overtime, and/or fringe benefits. Full backup documentation for salaries, overtime, and fringe benefit expenditures must accompany the first and last payment requests submitted to OCJG for approval. Backup documentation related to all other expenditures must be maintained and made available to OCJG upon request. Documentation may include, but is not limited to: procurement records (including quotes, competitive solicitations/bids, etc.), purchase orders, packing slips, delivery/receivable documents, invoices, proof of payment, timesheets, paystubs, activity logs, client activity logs, participant sign in sheets, billing documentation, travel vouchers etc.

Appendix F – FY2023 Award Standard Conditions

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) serves as the State Administering Agency (SAA) for various federal award programs awarded through the U.S. Department of Justice (DOJ), Office of Justice Programs (OJP). FDLE has been assigned as the certified Fiscal Agent for the Project Safe Neighborhoods awards by the U.S. Attorney. OCJG awards funds to eligible applicants and requires compliance with the agreement and Standard Conditions upon signed acceptance of the award.

The Department will only reimburse recipients for authorized activities specified in the agreement. Failure to comply with provisions of this agreement, or failure to perform award activities as specified, will result in required corrective action including but not limited to financial consequences, project costs being disallowed, withholding of federal funds and/or termination of the project.

GENERAL REQUIREMENTS

All recipients must comply with the financial and administrative requirements set forth in the following:

Current edition of the U.S. Department of Justice (DOJ) Grants Financial Guide
https://www.ojp.gov/doj-financial-guide-2022

Office of Management and Budget (OMB) Uniform Grant Guidance (2 C.F.R. Part 200)
Subpart A, Definitions
Subparts B-D, Administrative Requirements
Subpart E, Cost Principles
Subpart F, Audit Requirements and all applicable Appendices

Code of Federal Regulations: https://www.ecfr.gov/
2 C.F.R. § 175.105(b), Award Term for Trafficking in Persons
28 C.F.R. § 38, Equal Treatment for Faith-Based Organizations
28 C.F.R. § 83, Government-Wide Requirements for Drug-Free Workplace
28 C.F.R. §§ 18, 22, 23, 30, 35, 42, 61, and 63

U.S. Code:
Title 34, U.S. Code, Crime Control and Law Enforcement
Title 41, U.S. Code § 4712, Enhancement of Contractor Protection from Reprisal for Disclosure of Certain Information
Title 34, U.S. Code, § 10101 et seq., "Omnibus Crime Control and Safe Streets Act of 1968"

State of Florida General Records Schedule GS1-SL for State and Local Government Agencies:
https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf and
https://files.floridados.gov/media/706718/gs2-june-2023.pdf

State of Florida Statutes:
Section 112.061, Fla. Stat., Per diem/travel expenses of public officers, employees, authorized persons
Chapter 119, Fla. Stat., Public Records
Section 215.34(2), Fla. Stat., State funds; non-collectible items; procedure
Section 215.97, Fla. Stat. Florida Single Audit Act
Section 215.971, Fla. Stat., Agreements funded with federal or state assistance
Section 215.985, Fla. Stat., Transparency in government spending
Section 216.181(6), Fla. Stat., Approved budgets for operations and fixed capital outlay

DEFINITIONS

Award agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302, 6304, is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal awarding agency or

pass-through entity's direct benefit or use; and is distinguished from a cooperative agreement in that it does not provide for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

Disallowed costs means those charges to a Federal award that the Federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award.

Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also the definitions of *capital assets, computing devices, general purpose equipment, information technology systems, special purpose equipment,* and *supplies* in 2 C.F.R. § 200.1.

Fiscal Agent refers to the agency responsible for the administration of the Project Safe Neighborhoods (PSN) award programs. FDLE has been assigned as the certified Fiscal Agent for PSN awards.

Improper payment means any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements. Improper payment also includes any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient documentation prevents a reviewer from discerning whether a payment was proper.

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed the micro-purchase threshold. The non-Federal entity uses such procedures in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost. The micro-purchase threshold is set by the Federal Acquisition Regulation in 48 CFR Subpart 2.1 (Definitions). It is $10,000 except as otherwise discussed in Subpart 2.1 of that regulation, but this threshold is periodically adjusted for inflation.

Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first $25,000 of each award (regardless of the period of performance of the awards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each award in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

Non-Federal entity is a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Non-federal pass-through entity is a non-Federal entity that provides an award to a recipient to carry out part of a Federal program; the Florida Department of Law Enforcement (FDLE) is the non-federal pass-through entity for this agreement, also referred to as the State Administering Agency (SAA).

Performance goal means a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared, including a goal expressed as a quantitative standard, value, or rate. In some instances (e.g., discretionary research awards), this may be limited to the requirement to submit technical performance reports (to be evaluated in accordance with agency policy).

Period of performance means the time during which the non-Federal entity may incur new obligations to carry out the work authorized under the Federal award. The Federal awarding agency or pass-through entity must include start and end dates of the period of performance in the Federal award (see §§ 200.211 Information contained in a Federal award paragraph (b)(5) and 200.332 Requirements for pass-through entities, paragraph (a)(1)(iv)).

Protected Personally Identifiable Information (PII) means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to social security numbers; passport numbers; credit card numbers; clearances; bank numbers; biometrics; date and place of birth; mother's maiden name; criminal, medical, and financial records; and educational transcripts. This does not include PII that is required by law to be disclosed. (See also § 200.79 Personally Identifiable Information (PII)).

Questioned cost means a cost that is questioned by the auditor because of an audit finding 1) that resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; 2) where the costs, at the time of the audit, are not supported by adequate documentation; or 3) where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances.

Simplified acquisition threshold means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. § 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of Micro-purchase, 2 C.F.R. § 200.67).

Subaward is an award provided by a pass-through entity to a recipient for the recipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual who is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Recipient means a non-Federal entity that receives an award from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

Supplies means all tangible personal property other than those described in § 200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or $5,000, regardless of the length of its useful life. See also §§ 200.20 Computing devices and 200.33 Equipment.

For PSN: Task Forces are established by each USAO to collaborate with a PSN team of federal, state, local, and tribal (where applicable) law enforcement and other community members to implement a strategic plan for investigating, prosecuting, and preventing violent crime.

SECTION I: TERMS AND CONDITIONS

1.0 **Payment Contingent on Appropriation and Available Funds** - The State of Florida's obligation to pay under this agreement is contingent upon an annual appropriation by the Florida Legislature. Furthermore, the obligation of the State of Florida to reimburse recipients for incurred costs is subject to available federal funds.

2.0 **Commencement of Project** - If a project is not operational within 60 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must report by letter to the Department the steps taken to initiate the project, the reasons for delay, and the expected start date.

If a project is not operational within 90 days of the original start date of the award period or the date of award activation (whichever is later), the recipient must submit a second statement to the Department explaining the implementation delay.

Upon receipt of the ninety (90) day letter, the Department shall determine if the reason for delay is justified or shall, at its discretion, unilaterally terminate this agreement and re-obligate award funds to other Department approved projects. The Department, where warranted by extenuating circumstances, may extend the starting date of the project past the ninety (90) day period, but only by formal written adjustment to this agreement.

3.0 **Supplanting** - The recipient agrees that funds received under this award will not be used to supplant state or local funds, but will be used to increase the amounts of such funds that would, in the absence of federal funds, be made available for award activities.

4.0 **Non-Procurement, Debarment and Suspension** - The recipient agrees to comply with Executive Order 12549, Debarment and Suspension and 2 C.F.R. § 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Non-procurement)". These procedures require the recipient to certify it shall not enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or is voluntarily excluded from participating in this covered transaction, unless authorized by the Department. If the award is $100,000 or more, the sub recipient and implementing agency certify that they and their principals:

1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department or agency;

2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(ii) of the "Lobbying, Debarment and Drug Free Workplace" certification; and

4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

5.0 **Federal Restrictions on Lobbying** - In general, as a matter of federal law, federal funds may not be used by any recipient or subrecipient at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. § 1913.

Another federal law generally prohibits federal funds from being used by any recipient or subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal award or cooperative agreement, subaward, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. § 1352.

6.0 **State Restrictions on Lobbying** - In addition to the provisions contained above, the expenditure of funds for the purpose of lobbying the legislature or a state agency is prohibited under this agreement.

7.0 **Additional Restrictions on Lobbying** - The recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Office of Justice Programs.

8.0 **"Pay–to–Stay"** - Funds from this award may not be used to operate a "pay-to-stay" program in any local jail. Furthermore, no funds may be given to local jails that operate "pay-to-stay" programs. "Local jail", as referenced in this condition, means an adult facility or detention center owned and/or operated by city, county, or municipality. It does not include juvenile detention centers. "Pay-to-stay" programs as referenced in this condition, means a program by which extraordinary services, amenities and/or accommodations, not otherwise available to the general inmate population, may be provided, based upon an offender's apparent ability to pay, such that disparate conditions of confinement are created for the same or similar offenders within a jurisdiction.

9.0 The Coastal Barrier Resources Act - The recipient will comply and assure the compliance of all contractors with the provisions of the Coastal Barrier Resources Act (P.L. No. 97-348) dated October 18, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new federal funds within the units of the Coastal Barrier Resources System.

10.0 Background Check - Whenever a background screening for employment or a background security check is required by law for employment, unless otherwise provided by law, the provisions of Section 435, Florida Statutes shall apply. All employees in positions designated by law as positions of trust or responsibility shall be required to undergo security background investigations as a condition of employment and continued employment. For the purposes of the subsection, security background investigations shall include, but not be limited to, employment history checks, fingerprinting for all purposes and checks in this subsection, statewide criminal and juvenile records checks through the Florida Department of Law Enforcement, and federal criminal records checks through the Federal Bureau of Investigation, and may include local criminal records checks through local law enforcement agencies. Such background investigations shall be conducted at the expense of the employing agency or employee.

11.0 Confidentiality of Data - The recipient (or subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. § 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate in accordance with the requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23. Privacy Certification forms must be signed by the recipient chief official or an individual with formal, written signature authority for the chief official.

12.0 Conferences and Inspection of Work - Conferences may be held at the request of any party to this agreement. At any time, a representative of the Department, of the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right of visiting the project site to monitor, inspect and assess work performed under this agreement.

13.0 Insurance for Real Property and Equipment - The recipient must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity.

14.0 Flood Disaster Protection Act - The subrecipient will comply with Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, requiring that the purchase of flood insurance in communities where such insurance is available as a condition of the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified as an area having special flood hazards.

15.0 General Appropriations Restrictions - The recipient must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes as set forth in the Consolidated Appropriations Act, 2018.

16.0 Immigration and Nationality Act - No public funds will intentionally be awarded to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324(a), Section 274(A) of the Immigration and Nationality Act ("INA"). The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274(A) of the INA. Such violation by the recipient of the employment provisions contained in Section 274(A) of the INA shall be grounds for unilateral cancellation of this contract by the Department.

17.0 For NCHIP & NARIP: Enhancement of Security - If funds are used for enhancing security, the recipient must:

1) Have an adequate process to assess the impact of any enhancement of a school security measure that is undertaken on the incidence of crime in the geographic area where the enhancement is undertaken.

2) Conduct such an assessment with respect to each such enhancement; and submit to the Department the aforementioned assessment in its Final Program Report.

18.0 **Personally Identifiable Information Breaches** - The recipient (or subrecipient at any tier) must have written procedures in place to respond in the event of actual or imminent "breach" (OMB M-17-12) if it: 1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" within the scope of an OJP award-funded program or activity, or 2) uses or operates a "federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to FDLE's Office of Criminal Justice Grants for subsequent reporting to the OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

19.0 **Compliance with restrictions on the use of federal funds--prohibited and controlled equipment under OJP awards** - Consistent with Executive Order 14074, "Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety," OJP has prohibited the use of federal funds under this award for purchases or transfers of specified equipment by law enforcement agencies. In addition, OJP requires the recipient, and any subrecipient ("subgrantee") at any tier, to put in place specified controls prior to using federal funds under this award to acquire or transfer any property identified on the "controlled equipment" list. The details of the requirement are posted on the OJP web site at https://www.ojp.gov/funding/explore/prohibited-and-controlled-equipment, and are incorporated by reference here.

20.0 **Exceptions regarding Prohibited and Controlled Equipment under OJP awards** - Notwithstanding any provision to the contrary in the other terms and conditions of this award, including in the condition regarding "Compliance with restrictions on the use of federal funds-- prohibited and controlled equipment under OJP awards," the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to Other LEAs" and the requirements for the "Transfer/Sale of Award-Funded Controlled Equipment to NON-LEAs" do not apply to this award.

SECTION II: CIVIL RIGHTS REQUIREMENTS

1.0 **Participant Notification of Non-discrimination** - FDLE does not discriminate on the basis of race, color, religion, national origin, sex, disability or age in the delivery of services, benefits or in employment.

2.0 **Title VI of the Civil Rights Act of 1964** - The recipient, or subrecipient at any tier, must comply with Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, and the DOJ implementing regulations, 28 C.F.R. pt. 42, subpts. C & D, which prohibits discrimination in federally assisted programs based on race, color, and national origin in the delivery of services.

3.0 **Equal Employment Opportunity Program (EEOP)** – The recipient and/or implementing agency must comply with all applicable requirements in 28 C.F.R. § 42, Subpart E, including preparing a Verification Form within 120 days from the initial award date and annually thereafter, and preparing an EEO Plan if required.

Recipients are required to use the Office for Civil Rights EEO Reporting Tool to satisfy this condition (https://ojp.gov/about/ocr/eeop.htm).

4.0 **Title IX of the Education Amendments of 1972** - If the recipient operates an education program or activity, the recipient must comply with all applicable requirements of 20 U.S.C. § 1681, and the DOJ implementing regulation at 28 C.F.R. § 54, which prohibits discrimination in federally assisted education programs based on sex both in employment and in the delivery of services.

5.0 **Partnerships with Faith-Based and other Neighborhood Organizations** - The recipient or subrecipient at any tier, must comply with all applicable requirements of 28 C.F.R. § 38, "Partnerships with Faith-Based and other Neighborhood Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

6.0 **Title II of the Americans with Disabilities Act of 1990** - Recipients who are public entities must comply with the requirements of the Americans with Disabilities Act (ADA), 42 U.S.C. § 12132, and

the DOJ implementing regulation at 28 C.F.R. pt. 35, which prohibits discrimination on the basis of disability both in employment and in the delivery of services, including provision to provide reasonable accommodations.

7.0 **Section 504 of the Rehabilitation Act of 1973** - Recipients must comply with all provisions of 28 U.S.C. § 794, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. G, which prohibits discrimination in federally assisted programs on the basis of disability in both employment and the delivery of services.

8.0 **Age Discrimination Act of 1975** - Recipients must comply with all requirements of 42 U.S.C. § 6102, and the DOJ implementing regulation at 28 C.F.R. pt. 42, subpt. I, which prohibits discrimination based on age in the delivery of services in federally assisted programs.

9.0 **Omnibus Crime Control and Safe Streets Act of 1968** – Recipients must comply with all provisions of 34 U.S.C. § 10228(c), and the DOJ implementing regulations at 28 C.F.R. pt. 42, subpts. D & E, which prohibits discrimination in programs funded under the statute on the basis of race, color, national origin, sex, and religion, both in employment and in the delivery of services.

10.0 **Limited English Proficiency (LEP)** - In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises recipients to have a written LEP Language Access Plan. For more information visit www.lep.gov.

11.0 **Finding of Discrimination** - In the event a federal or state court or federal or state administrative agency makes, after a due process hearing, a finding of discrimination on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to FDLE and to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

12.0 **Filing a Complaint** - If an employee, applicant, or client of a recipient has a discrimination complaint against the recipient, they may file a complaint with the recipient, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.
Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or at https://www.ojp.gov/program/civil-rights-office/filing-civil-rights-complaint.

For additional information on procedures for filing discrimination complaints, please visit https://www.fdle.state.fl.us/FDLE-Grants/Office-of-Criminal-Justice-Grants/Contact-Us.

13.0 **Retaliation** - In accordance with federal civil rights laws, the recipient shall not retaliate against individuals for taking action or participating in action to secure rights protected by these laws.

14.0 **Non-discrimination Contract Requirements** - Recipients must include comprehensive Civil Rights nondiscrimination provisions in all contracts funded by the recipient.

15.0 **Pass-through Requirements** - Recipients are responsible for the compliance of contractors and other entities to whom they pass-through funds including compliance with all Civil Rights requirements. These additional tier subrecipients must be made aware that their employees, applicants, or clients may file a discrimination complaint with the recipient, with FDLE, or with the USDOJ Office for Civil Rights and provided the contact information.

16.0 **Civil Rights Training Requirements** - In accordance with Office of Justice Programs (OJP) requirements, the grant manager of the recipient entity responsible for managing awards from FDLE Office of Criminal Justice Grants, will be required to complete a two part Civil Rights Training and maintain copies of the training certificates within their award files to be provided upon request at monitoring.

SECTION III: FINANCIAL REQUIREMENTS AND RESPONSIBILTY

1.0 **Fiscal Control and Fund Accounting Procedures** - All expenditures and cost accounting of funds shall conform to the DOJ Grants Financial Guide and 2 C.F.R. § 200 as applicable, in their entirety.

Recipients are required to establish and maintain adequate accounting systems and financial records and to accurately account for funds awarded to them. Financial management systems must be able to record and report on the receipt, obligation, and expenditure of award funds. Systems must also be able to accommodate a fund and account structure to separately track receipts, expenditures, assets, and liabilities for awards, programs, and additional tiered subrecipients. The awarded funds may or may not be an interest-bearing account, but any earned interest must be accounted for as program income and used for program purposes before the federal award period end date. Any unexpended interest remaining at the end of the federal award period must be refunded to the Office of Criminal Justice Grants for transmittal to DOJ.

2.0 **Match** - The value or amount of any "non-federal share," "match," or cost-sharing contribution incorporated into the approved budget is part of the "project cost" for purposes of the 2 C.F.R. § 200 Uniform Requirements, and is subject to audit. In general, the rules and restrictions that apply to award funds from federal sources also apply to funds in the approved budget that are provided as "match" or through "cost sharing."

SECTION IV: AWARD MANAGEMENT AND REPORTING REQUIREMENTS

1.0 **Obligation of Funds** - Award funds shall not be obligated prior to the start date, or subsequent to the end date, of the award. Only project costs incurred on or after the effective date, and on or prior to the termination date of the recipient's project are eligible for reimbursement.

2.0 **Use of Funds** - Federal funds may only be used for the purposes in the recipient's approved award agreement.

3.0 **Advance Funding** - Advance funding may be provided to a recipient upon a written request to the Department.

4.0 **Performance Reporting** - The recipient shall submit Monthly or Quarterly Project performance achievements and performance questionnaires to the Department, within fifteen (15) days after the end of the reporting period. Performance reporting must clearly articulate the activities that occurred within the reporting period, including descriptions of major accomplishments, milestones achieved, and/or barriers or delays encountered. Additional information may be required if necessary to comply with federal reporting requirements. Performance achievements and performance questionnaires that are not complete, accurate, and timely may result in sanctions, as specified in Section IV, Award Management and Reporting Requirements.

5.0 **Financial Consequences for Failure to Perform** - In accordance with Section 215.971, Florida Statutes, payments for state and federal financial assistance must be directly related to the scope of work and meet the minimum level of performance for successful completion. If the recipient fails to meet the minimum level of service or performance identified in this agreement, the Department will apply financial consequences commensurate with the deficiency. Financial consequences may include but are not limited to withholding payments or reimbursement until the deficiency is resolved, tendering only partial payment/reimbursement, imposition of other financial consequences according to the Standard Conditions as applicable, and/or termination of contract and requisition of goods or services from an alternate source. Any payment made in reliance on recipient's evidence of performance, which evidence is subsequently determined to be erroneous, will be immediately due to the Department as a refund.

6.0 Award Amendments - Recipients must submit an award amendment through the electronic grant management system for major substantive changes such as changes in project activities or scope of the project, target populations, service providers, implementation schedules, and designs or research plans set forth in the approved agreement and for any budget changes that affect a cost category that was not included in the original budget. Amendments are also required when there will be a transfer of 10% or more of the total budget between budget categories, or there is an indirect cost rate category change.

Recipients may transfer up to 10% of the total budget between current, approved budget categories without prior approval as long as the funds are transferred to an existing line item.

Under no circumstances can transfers of funds increase the total budgeted award.

Retroactive (after-the-fact) approval of project adjustments or items not currently in the approved award will only be considered under extenuating circumstances. Recipients who incur costs prior to approval of requested adjustments do so at the risk of the items being ineligible for reimbursement under the award.

All requests for changes, including requests for project period extensions, must be submitted in the electronic grant management system no later than thirty (30) days prior to award expiration date.

7.0 Financial Expenditures and Reporting - The recipient shall close the expense reporting period either on a Monthly or Quarterly basis. For any reporting period the recipient is seeking reimbursement, a payment request must also be submitted in the grant management system. Closing of the reporting period and Payment Requests are due thirty (30) days after the end of the reporting period with the exception of the final reporting period.

All project expenditures for reimbursement of recipient costs shall be submitted on the Project Expenditure Report Forms prescribed and provided by the Office of Criminal Justice Grants (OCJG) through the electronic grant management system.

All Project Expenditure Reports shall be submitted in sufficient detail for proper pre-audit and post-audit.

All reports must relate financial data to performance accomplishments.

An expenditure report is not required when no reimbursement is being requested; however, recipients should close the associated reporting period in the electronic grant management system.

Before the "final" Payment Request will be processed, the recipient must submit to the Department all outstanding Performance Achievements and must have satisfied all withholding, special, and monitoring conditions. Failure to comply with the above provisions shall result in forfeiture of reimbursement.

8.0 Project Income (PGI) - All income generated as a direct result of a project shall be deemed program income. Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (i.e., law enforcement entity).

The recipient shall submit a PGI Earnings and Expenditures form in the electronic grant management system as soon as PGI is earned or expended. Prior to expending funds, the recipient shall submit a PGI Spending Request form for OCJG approval. All PGI expenditures must directly relate to the project being funded and must be allowable under the federal award.

Additionally, any unexpended PGI remaining at the end of the federal award period must be submitted to OCJG for transmittal to the Bureau of Justice Assistance.

9.0 Recipient Integrity and Performance Matters - Requirement to report information on certain civil, criminal, and administrative proceedings to OCJG, SAM and FAPIIS.

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either

this award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of OJP awards are required to report information about such proceedings, through the federal System for Award Management ("SAM"), to the designated federal integrity and performance system ("FAPIIS").

10.0 **Verification and updating of Recipient Grant Manager contact information** - The recipient must verify its Recipient Grant Manager (GM) contact information in AmpliFund, including telephone number and e-mail address, is current and correct. If any information is incorrect or has changed, an authorized user of the recipient must make changes to the GM information in AmpliFund and provide the GM's contact information to the OCJG grant manager within thirty days of the change.

SECTION V: MONITORING AND AUDITS

1.0 **Access to Records** - The Florida Department of Law Enforcement, the Auditor General of the State of Florida, the U.S. Department of Justice, the U.S. Comptroller General or any of their duly authorized representatives, shall have access to books, documents, papers and records of the recipient and contractors for the purpose of audit and examination according to the Financial Guide. At any time, a representative of the Department, the U.S. Department of Justice, or the Auditor General of the State of Florida, have the right to visit the project site to monitor, inspect and assess work performed under this agreement.

The Department reserves the right to unilaterally terminate this agreement if the recipient or contractor refuses to allow public access to all documents, papers, letters, or other materials subject to provisions of Chapter 119, Florida Statutes, unless specifically exempted and/or made confidential by operation of Chapter 119, Florida Statutes, and made or received by the recipient or its contractor in conjunction with this agreement.

The recipient will give the awarding agency or the General Accounting Office, through any authorized representative, access to and the right to examine all paper or electronic records related to the financial assistance.

2.0 **Assessments and Evaluations** - The recipient agrees to participate in a data collection process measuring program outputs and outcomes as outlined by the Office of Justice Programs. The recipient agrees to cooperate with any assessments, national evaluation efforts, and/or information or data collection requests related to activities under this award.

3.0 **Monitoring** - The recipient agrees to comply with FDLE's award monitoring guidelines, protocols, and procedures; and to cooperate with FDLE on all award monitoring requests, including requests related to desk reviews, enhanced programmatic desk reviews, and/or site visits. The recipient agrees to provide FDLE all documentation necessary to complete monitoring of the award. Further, the recipient agrees to abide by reasonable deadlines set by FDLE for providing requested documents. Failure to cooperate with award monitoring activities may result in sanctions affecting the recipient's award, including, but not limited to: withholding and/or other restrictions on the recipient's access to funds, referral to the Office of the Inspector General for audit review, designation of the recipient as a FDLE High Risk grantee, or termination of award(s).

4.0 **Property Management** - The recipient shall establish and administer a system to protect, preserve, use, maintain and dispose of any property furnished to it by the Department or purchased pursuant to this agreement according to federal property management standards set forth in the DOJ Grants Financial Guide and 2 C.F.R. § 200.313. This obligation continues as long as the recipient retains the property, notwithstanding expiration of this agreement.

5.0 **Award Closeout** - Award Closeout will be initiated by the Department after the final payment request has been processed. The final payment request must be submitted within sixty (60) days of the end date of the award. All performance achievements and performance questionnaires must be completed before the award can be closed.

6.0 **High Risk Recipients** - If a recipient is designated "high risk" by a federal award-making agency,

currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to FDLE's OCJG. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.

7.0 **Imposition of Additional Requirements** - The recipient agrees to comply with any additional requirements that may be imposed by OCJG during the period of performance for this award if the recipient is designated as "high-risk" for purposes of the DOJ high-risk list.

8.0 **Retention of Records** - The recipient shall maintain all records and documents for a minimum of five (5) years from the date of the final financial statement and be available for audit and public disclosure upon request of duly authorized persons. The recipient shall comply with State of Florida General Records Schedule GS1-SL for State and Local Government Agencies: https://files.floridados.gov/media/706717/gs1-sl-june-2023.pdf.

9.0 **Disputes and Appeals** - The Department shall make its decision in writing when responding to any disputes, disagreements, or questions of fact arising under this agreement and shall distribute its response to all concerned parties. The recipient shall proceed diligently with the performance of this agreement according to the Department's decision. If the recipient appeals the Department's decision, the appeal also shall be made in writing within twenty-one (21) calendar days to the Department's clerk (agency clerk). The recipient's right to appeal the Department's decision is contained in Chapter 120, Florida Statutes, and in procedures set forth in Rule 28-106.104, Florida Administrative Code. Failure to appeal within this time frame constitutes a waiver of proceedings under Chapter 120, Florida Statutes.

10.0 **Failure to Address Audit Issues** - The recipient understands and agrees that FDLE's OCJG may withhold award funds, or may impose award conditions or other related requirements, if (as determined by OCJG) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the 2 C.F.R. § 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews.

11.0 **Single Annual Audit** - Recipients that expend $1,000,000 or more in a year in total federal award funding shall have a single audit or program-specific audit conducted for that year. The audit shall be performed in accordance with the OMB 2 C.F.R. § 200 Subpart F – Audit Requirements and other applicable federal law. The contract for this agreement shall be identified in the Schedule of Federal Financial Assistance in the subject audit. The contract shall be identified as federal funds passed through the Florida Department of Law Enforcement and include the contract number, CFDA number, award amount, contract period, funds received and disbursed. When applicable, the recipient shall submit an annual financial audit that meets the requirements of 2 C.F.R. § 200 Subpart F, "Audit Requirements" Section 215.97, Florida Statutes, "Florida Single Audit Act" and Rules of the Auditor General, Chapter 10.550, and Chapter 10.650, "Local Governmental Entity Audits" and "Florida Single Audit Act Audits Nonprofit and For-Profit Organizations."

A complete audit report that covers any portion of the effective dates of this agreement must be performed and submitted to the Federal Audit Clearinghouse within the earlier of thirty (30) calendar days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Submissions must include required elements described in Appendix X to 2 C.F.R. § 200 on the specified Data Collection Form (Form SF-SAC).

Records shall be made available upon request for a period of five (5) years from the date the audit report is issued, unless extended in writing by the Department.

Recipients that expend less than $1,000,000 in federal awards during a fiscal year are exempt from the Single Audit Act audit requirements for that fiscal year. In this case, written notification, in the form of the "Certification of Audit Exemption" form, shall be provided to the Department by the Chief Financial Officer,

or designee, that the recipient is exempt. This notice shall be provided to the Department no later than March 1 following the end of the fiscal year.

SECTION VI: AWARD PROCUREMENT AND COST PRINCIPLES

1.0 **Procurement Procedures** - Recipients must have written procedures for procurement transactions. Procedures must conform to applicable Federal law and the standards in 2 C.F.R. §§ 200.318-326.

This condition applies to agreements that OCJG considers to be a procurement "contract", and not a second-tier award.

The details of the advance approval requirement to use a noncompetitive approach in a procurement contract under this award are posed on the OJP website at https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm.

Additional information on Federal purchasing guidelines can be found in the Guide to Procurements Under DOJ Grants and Cooperative agreements at https://www.ojp.gov/doj-guide-to-procurement-procedures.

2.0 **Cost Analysis** - A cost analysis must be performed by the recipient if the cost or price is at or above the $35,000 acquisition threshold and the contract was awarded non-competitively in accordance with Section 216.3475, Florida Statutes. The recipient must maintain records to support the cost analysis, which includes a detailed budget, documented review of individual cost elements for allowability, reasonableness, and necessity. See also: Reference Guide for State Expenditures.

3.0 **Allowable Costs** - Allowance for costs incurred under the award shall be determined according to the general principles and standards for selected cost items set forth in the DOJ Grants Financial Guide and 2 C.F.R. Part 200, Subpart E, "Cost Principles".

4.0 **Unallowable Costs** - Payments made for costs determined to be unallowable by either the Federal awarding agency, or the Department, either as direct or indirect costs, must be refunded (including interest) to FDLE and the Federal Government in accordance with instructions that determined the costs are unallowable unless state or Federal statute or regulation directs otherwise. See also 2 C.F.R. §§ 200.300-309.

5.0 **Unmanned Aircraft Systems (UAS)** - The recipient agrees that no funds under this award (including via subcontract or subaward, at any tier) may be used for unmanned aircraft systems (UAS), which includes unmanned aircraft vehicles (UAV), or for any accompanying accessories to support UAS.

6.0 **Facial Recognition Technology (FRT)** - In accepting this award, the recipient agrees that grant funds cannot be used for Facial Recognition Technology (FRT) unless the recipient has policies and procedures in place to ensure that the FRT will be utilized in an appropriate and responsible manner that promotes public safety, and protects privacy, civil rights, and civil liberties and complies with all applicable provisions of the U.S. Constitution, including the Fourth Amendment's protection against unreasonable searches and seizures and the First Amendment's freedom of association and speech, as well as other laws and regulations. Recipients utilizing funds for FRT must make such policies and procedures available to DOJ upon request.

7.0 **Body Armor** - Certification of body armor "mandatory wear" policies, and compliance with NIJ standards If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that each law enforcement agency receiving body armor purchased with funds from this award has a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty. **For PSN,** if recipient uses funds under this award to purchase body armor, the recipient is strongly encouraged to have a "mandatory wear" policy in effect. There are no requirements regarding the nature

of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

Ballistic-resistant and stab-resistant body armor purchased with award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards, and is listed on the NIJ Compliant Body Armor Model List. In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information and the NIJ Compliant Body Armor List may be found by following the links located on the NIJ Body Armor page: https://nij.ojp.gov/topics/equipment-and-technology/body-armor.

8.0 **Indirect Cost Rate** - A recipient that is eligible to use the "de minimis" indirect cost rate described in 2 C.F.R. § 200.414(f), and elects to do so, must advise OCJG in writing of both its eligibility and its election, and must comply with all associated requirements in the 2 C.F.R. § 200 and Appendix VII.

9.0 **Sole Source** - If the project requires a non-competitive purchase from a sole source, the recipient must complete the Sole Source Justification for Services and Equipment Form and submit to OCJG upon application for pre-approval. If the recipient is a state agency and the cost meets or exceeds $250,000, the recipient must also receive approval from the Florida Department of Management Services (DMS) (See § 287.057(5), Fla. Stat.). Additional details on the sole source requirement can be found at 2 C.F.R. § 200 and the DOJ Grants Financial Guide.

10.0 **Personnel Services** - Recipients may use award funds for eligible personnel services including salaries, wages, and fringe benefits, including overtime in accordance with the DOJ Grants Financial Guide Section 3.9 - Compensation for Personal Services, consistent with the principles set out in 2 C.F.R. § 200, Subpart E and those permitted in the federal program's authorizing legislation. Recipient employees should be compensated with overtime payments for work performed in excess of the established work week and in accordance with the recipient's written compensation and pay plan.

Documentation - Charges for salaries, wages, and fringe benefits must be supported by a system of internal controls providing reasonable assurance that charges are accurate, allowable, and properly allocated. Documentation supporting charges must be incorporated into the official records of the organization.

Charges made to the Personnel Budget Category must reasonably reflect the total time and activity for which the employee is compensated by the organization and cover both federally funded and all other activities. The records may include the use of subsidiary records as defined in the organization's written policies. Where award recipients work on multiple award programs or cost activities, documentation must support a reasonable allocation or distribution of costs among specific activities or cost objectives.

Federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. An award recipient may compensate an employee at a higher rate, provided the amount in excess of the compensation limitation is not paid with federal funds.

11.0 **Contractual Services** - The recipient must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts as described in 2 C.F.R. § 200.318, General procurement.

Requirements for Contractors of Recipients - The recipient assures the compliance of all contractors with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended 34 U.S.C. § 10101 et seq.; the provisions of the current edition of the DOJ Grants Financial Guide (https://www.ojp.gov/doj-financial-guide-2022); and all other applicable federal and state laws, orders, circulars, or regulations. The recipient must pass-through all requirements and conditions applicable to the federal award to any subcontract. The term "contractor" is used rather than the term "vendor" and means an entity that receives a contract as defined in 2 C.F.R. § 200.22, the nature of the contractual relationship determines the type of agreement.

Approval of Consultant Contracts - Compensation for individual consultant services must be reasonable and consistent with that paid for similar services in the marketplace. The Federal awarding agency and pass-through entity must review and approve in writing all consultant contracts prior to employment of a consultant when the individual compensation rate exceeds $650 (excluding travel and subsistence costs) per eight-hour day, or $81.25 per hour. A detailed justification must be submitted to and approved by FDLE, who will coordinate written approval of the Federal awarding agency, prior to recipient obligation or expenditures of such funds. Approval shall be based upon the contract's compliance with requirements found in the Financial Guide Section 3.6 Consultant Rates and applicable state statutes. The Department's approval of the recipient agreement does not constitute approval of individual consultant contracts or rates. If consultants are hired through a competitive bidding process (not sole source), the $650 threshold does not apply.

12.0 **FFATA Reporting Requirements** - Recipients that enter into awards of $30,000 or more should review the Federal Funding Accountability and Transparency Act of 2006 (FFATA), website for additional reporting requirements at https://ojp.gov/funding/Explore/FFATA.htm.

13.0 **Travel and Training** - The cost of all travel shall be reimbursed according to the recipient's written travel policy. If the recipient does not have a written travel policy, cost of all travel will be reimbursed according to State of Florida Travel Guidelines Section 112.061, Florida Statutes. Any foreign travel must obtain prior written approval from the Federal awarding agency and pass-through entity.

14.0 **Expenses Related to Conferences, Meetings, Trainings, and Other Events** - Award funds requested for meetings, retreats, seminars, symposia, events, and group training activities and related expenses must receive written pre-approval from the Federal awarding agency and pass-through entity and comply with all provisions in 2 C.F.R. § 200.432 and DOJ Grants Financial Guide Section 3.10; Conference Approval, Planning, and Reporting. Award applications requesting approval for meeting, training, conference, or other event costs must include a completed Conference & Events Submission Form for approval prior to obligating award funds for these purposes.

15.0 **Training and Training Materials** - Any training or training materials that has been developed or delivered with award funding under this award must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at www.ojp.gov/funding/ojptrainingguidingprinciples.htm.

16.0 **Publications, Media, Websites, and Patents Ownership of Data and Creative Material** - Ownership of material, discoveries, inventions, and results developed, produced, or discovered subordinate to this agreement is governed by the terms of the DOJ Grants Financial Guide and 2 C.F.R. 200.315.

Written, Visual, or Audio Publications - Publication costs for electronic and print media, including distribution, promotion, and general handling are allowable. If these costs are not identifiable with a particular direct cost objective, it should be allocated as indirect costs. Publication includes writing, editing, and preparing the illustrated material (including videos and electronic mediums).

Recipients must request pre-approval in writing for page charges for professional journal publications. All publication materials must comply with provisions in 2 C.F.R. § 200.461 and DOJ Grants Financial Guide, Section 3.9; Allowable Costs – Publication.

Recipients must submit for review and approval one (1) copy of any written materials to be published, including web-based materials and website content, to be paid under this award at least thirty (30) days prior to the targeted dissemination date.

Any written, visual, or audio publications funded in whole or in part under this award, with the exception of press releases, must contain the following statements identifying the federal award:

*"This project was supported by **[Federal Award Number]** awarded by the **[Bureau of Justice Assistance/Bureau of Justice Statistics]**. The Bureau of Justice Assistance is a component of the Department of Justice's Office of Justice Programs, which also includes the Bureau of Justice Statistics, the National Institute of Justice, the Office of Juvenile Justice and Delinquency Prevention, the Office for*

Victims of Crime, and the SMART Office. Points of view or opinions in this document are those of the author and do not necessarily represent the official position or policies of the U.S. Department of Justice."

Websites - Any Web site that is funded in whole or in part under this award must include the following statement on the home page, on all major entry pages (i.e., pages (exclusive of documents) whose primary purpose is to navigate the user to interior content), and on any pages from which a visitor may access or use a Web-based service, including any pages that provide results or outputs from the service:

"This Web site is funded in whole or in part through a grant from the Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice. Neither the U.S. Department of Justice nor any of its components operate, control, are responsible for, or necessarily endorse, this Web site (including, without limitation, its content, technical infrastructure, and policies, and any services or tools provided)."

The full text of the foregoing statement must be clearly visible on the home page. On other pages, the statement may be included through a link, entitled "Notice of Federal Funding and Federal Disclaimer," to the full text of the statement.

Patents - Recipients are subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce (37 C.F.R. § 401 and 2 C.F.R. § 200.315(c)).

Recipients must promptly and fully report to FDLE and the Federal awarding agency if any program produces patentable items, patent rights, processes, or inventions, in the course of work sponsored under this award.

17.0 For NCHIP & NICS: Purchase of Automated Fingerprint Identification System (AFIS) - AFIS equipment purchased under this award must conform to the American National Standards Institute (ANSI) Standard, "Data Format for the Interchange of Fingerprint, Facial & Other Biometric Information" (ANSI/NIST-ITL 1-2007 PART 1) and any other applicable standards set forth by the Federal Bureau of Investigation (FBI).

18.0 Information Technology Projects

Criminal Intelligence Systems - The recipient agrees that any information technology system funded or supported by the Office of Justice Programs funds will comply with 28 C.F.R. § 23, Criminal Intelligence Systems Operating Policies, if the Office of Justice Programs determines this regulation to be applicable. Should the Office of Justice Programs determine 28 C.F.R. § 23 to be applicable, the Office of Justice Programs may, at its discretion, perform audits of the system, as per 28 C.F.R. § 23.20(g). Should any violation of 28 C.F.R. § 23 occur, the recipient may be fined as per 34 U.S.C. § 10231. The recipient may not satisfy such a fine with federal funds.

The recipient understands and agrees that no awarded funds may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography. In doing so the recipient agrees that these restrictions will not limit the use of awarded funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecutions, or adjudication activities.

State IT Point of Contact - The recipient must ensure that the State IT Point of Contact receives written notification regarding any information technology project funded by this award during the obligation and expenditures period. This is to facilitate communication among local and state governmental entities regarding various information technology projects being conducted with these award funds. In addition, the recipient must maintain an administrative file documenting the meeting of this requirement. For a list of State IT Points of Contact, go to https://it.ojp.gov/technology-contacts.

The State IT Point of Contact will ensure the recipient's project follows a statewide comprehensive strategy for information sharing systems that improve the functioning of the criminal justice system, with an emphasis on integration of all criminal justice components, law enforcement, courts, prosecution, corrections, and probation and parole.

Interstate Connectivity - To avoid duplicating existing networks or IT systems in any initiatives funded by the Bureau of Justice Assistance for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of the Bureau of Justice Assistance that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

19.0 **Interoperable Communications Guidance** - Recipients using funds to support emergency communications activities must comply with the current SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. Emergency communications activities include the purchase of Interoperable Communications Equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order. SAFECOM guidance can be found at https://www.cisa.gov/sites/default/files/2023-04/fy23_safecom_guidance.pdf.

Recipients interested in developing a public safety broadband network in the 700 MHz band in their jurisdictions must adhere to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band. The recipient shall also ensure projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC). If any future regulatory requirement (from the FCC or other governmental entity) results in a material technical or financial change in the project, the recipient should submit associated documentation, and other material, as applicable, for review by the SWIC to ensure coordination. Recipients must provide a listing of all communications equipment purchased with award funding (plus the quantity purchased of each item) to FDLE once items are procured during any periodic programmatic progress reports.

20.0 **Global Standards Package** - In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the recipient to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. Recipient shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at https://it.ojp.gov/gsp. Recipient shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

21.0 **Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment** - In accordance with the requirements as set out in 2 C.F.R. § 200.216, recipients are prohibited from obligating or expending award funds to:

1) Procure or obtain;
2) Extend or renew a contract to procure or obtain;
3) Enter into a contract to procure or obtain equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, produced by Huawei Technologies Company or ZTE Corporation (or a subsidiary or affiliate of such entities).

22.0 **Unreasonable Restrictions on Competition** - This condition applies with respect to any procurement of property or services funded (in whole or in part) by this award, by the recipient (or subrecipient at any tier), and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1) Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 and 200.319(a) -- Recipient (or subrecipient at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent,

affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
3) The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), award recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.
4) Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

23.0 Non-Disclosure Agreements - No recipient or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

24.0 Whistleblower Protections - An employee of a recipient (at any tier) must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.

The recipient and subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712.

25.0 Confidential Funds and Confidential Funds Certificate - A signed certification that the Project Director or Implementing Agency Chief Official has read, understands, and agrees to abide by all conditions for confidential funds outlined in Section 3.12 of the DOJ Grants Financial Guide is required for all projects that involve confidential funds. The signed certification must be submitted at the time of award application. Confidential Funds certifications must be signed by the recipient Chief Official or an individual with formal, written signature authority for the Chief Official.

Prior to the reimbursement of expenditures for confidential funds, the recipient must compile and maintain a CI Funds Tracking Sheet to record all disbursements under the award. The completed form must be submitted with the payment request for OCJG review.

26.0 For JAG: Task Force Training Requirement - The recipient agrees that within 120 days of award, each current member of a law enforcement task force funded with these funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, will complete required online (internet-based) task force training. The training can be accessed https://www.centf.org/CTFLI/.

All current and new task force members are required to complete this training once during the life of the award, or once every four years if multiple awards include this requirement. This training addresses task force effectiveness as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability.

When FDLE awards funds to support a task force, the recipient must compile and maintain a task force personnel roster along with course completion certificates.

27.0 For NCHIP & NARIP: Protective Order Systems - Any system developed with funds awarded under this cooperative agreement will be designed to permit interface with the National Protective Order file maintained by the FBI.

SECTION VII: ADDITIONAL REQUIREMENTS

1.0 **Environmental Protection Agency's (EPA) list of Violating Facilities** - The recipient assures that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the Program Purpose are not listed on the EPA's list of Violating Facilities and that it will notify the Department of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

2.0 **National Environmental Policy Act (NEPA)** - The recipient agrees to assist FDLE in complying with the NEPA, the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of award funds by the recipient. This applies to the following new activities whether or not they are being specifically funded with these award funds. That is, it applies as long as the activity is being conducted by the recipient or any third party and the activity needs to be undertaken in order to use these award funds. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the award, prior to obligating funds for any of these purposes.

If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact FDLE OCJG.

1) New construction;
2) Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain; a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
3) A renovation, lease, or any other proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
4) Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or educational environments; and
5) Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by the Bureau of Justice Assistance. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed by the Department of Justice at https://www.bja.gov/Funding/nepa.html, for programs relating to methamphetamine laboratory operations.

3.0 **National Historic Preservation Act** - The recipient will assist the Department (if necessary) in assuring compliance with section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 300.101 et seq.), Ex. Order 11593 (identification and protection of historic properties), the Archeological and Historical Preservation Act of 1974 (54 U.S.C. 312501-312508) and the National Environmental Policy Act of 1969 (43 C.F.R. 46).

4.0 **Human Research Subjects** - The recipient agrees to comply with the requirements of 28 C.F.R. § 46 and all Office of Justice Programs policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

5.0 **Disclosures**

Conflict of Interest – Recipients (at any tier) must establish safeguards to prohibit employees, officers, agents, and board members from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain. Recipients must disclose in writing any potential conflict of interest to FDLE (the non-federal pass-through entity).

No employee, officer, agency, or board member may solicit nor accept gratuities, favors, or anything of monetary value from providers/contractors.

Violations of Criminal Law - The recipient must disclose all violations of state or federal criminal law involving fraud, bribery or gratuity violations potentially affecting the award.

6.0 **Uniform Relocation Assistance and Real Property Acquisitions Act** - The recipient will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. § 4601 et seq.), which govern the treatment of persons displaced as a result of federal and federally-assisted programs.

7.0 **Limitations on Government Employees Financed by Federal Assistance** - The recipient will comply with requirements of 5 U.S.C. §§ 1501-08 and §§ 7321-26, which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

8.0 **Funds to Association of Community Organizations for Reform Now (ACORN) Unallowable** - Recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of any contract or award to either the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries, without the express prior written approval of OJP.

9.0 **Text Messaging While Driving** - Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), and Section 316.305, Florida Statutes., the recipient is encouraged to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

10.0 **DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database** - If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), by a government DNA lab with access to CODIS. With the exception of Forensic Genetic Genealogy, no profiles generated with award funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

11.0 **Forensic Genealogy Testing** - Recipients utilizing award funds for forensic genealogy testing must adhere to the United States Department of Justice Interim Policy Forensic Genealogical DNA Analysis and Searching and must collect and report the metrics identified in Section IX of the document to the Bureau of Justice Assistance. For more information, visit https://www.justice.gov/olp/page/file/1204386/download.

12.0 **Environmental Requirements and Energy** - For awards in excess of $100,000, the recipient must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C § 85), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. § 1 seq.). The recipient must comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), if any.

13.0 **Other Federal Funds** - The recipient agrees that if it currently has an open award of federal funds or if it receives an award of federal funds other than this award, and those awards have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the recipient will promptly notify, in writing the grant manager for this award, and, if so requested by OCJG seek a budget modification or change of project scope amendment to eliminate any inappropriate duplication of funding.

14.0 **Trafficking in Persons** - The recipient must comply with applicable requirements pertaining to prohibited conduct relating to the trafficking of persons, whether on the part of recipients, recipients or individuals defined as "employees" of the recipient. The details of the recipient and recipient obligations related to prohibited conduct related to trafficking in persons are incorporated by reference and posted at https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm.

15.0 Requirement of the Award; Remedies for Non-Compliance or for Materially False Statements - Any materially false, fictitious, or fraudulent statement to the Department related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001, 1621, and/or 34 U.S.C. § 10272), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or unenforceable; such provision shall be deemed severable from this award.

16.0 **Employment Eligibility Verification for Hiring Under This Award** - The recipient must ensure that as part of the hiring process for any position that is or will be funded (in whole or in part) with award funds, the employment eligibility of the individual being hired is properly verified in accordance with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

1) All persons who are or will be involved in activities under this award must be made aware of the requirement for verification of employment eligibility, and associated provisions of 8 U.S.C. 1324a(a)(1) and (2) that make it unlawful in the United States to hire (or recruit for employment) certain aliens.
2) The recipient must provide training (to the extent necessary) to those persons required by this condition to be notified of the requirement for employment eligibility verification and the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).
3) As part of the recordkeeping requirements of this award, the recipient must maintain records of all employment eligibility verifications pertinent to compliance with this condition and in accordance with I-9 record retention requirements, as well as pertinent records of notifications and trainings.
4) Monitoring of compliance with the requirements of this condition will be conducted by FDLE.
5) Persons who are or will be involved in activities under this award includes any and all recipient officials or other staff who are or will be involved in the hiring process with respect to an award funded position under this award.
6) For the purposes of satisfying this condition, the recipient may choose to participate in, and use E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient entity uses E-Verify to confirm employment eligibility for each position funded through this award.
7) Nothing in this condition shall be understood to authorize or require any recipient, or any person or other entity, to violate federal law, including any applicable civil rights or nondiscrimination law.
8) Nothing in this condition, including paragraph vi., shall be understood to relieve any recipient, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

17.0 Determination of Suitability to Interact with Minors - This condition applies if it is indicated in the application for award (at any tier) that a purpose of some or all of the activities to be carried out under the award is to benefit a set of individuals under 18 years of age.

The recipient (or subrecipient at any tier), must make determinations of suitability before certain individuals may interact with participating minors. The requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP website at https://ojp.gov/funding/Explore/Interact-Minors.htm.

18.0 Restrictions and Certifications Regarding Non-Disclosure Agreements and Related Matters - No recipient under this award, or entity that receives a procurement contract with funds under this award,

may require an employee to sign an internal confidentiality agreement that prohibits the reporting of waste, fraud, or abuse to an investigative or law enforcement representative authorized to receive such information.

The foregoing is not intended, to contravene requirements applicable to classified information. In accepting this award, the recipient:

1) Has not required internal confidentiality agreements or statements from employees or contractors that currently prohibit reporting waste, fraud, or abuse;
2) Certifies that, if it learns that it is or has been requiring its employees or contractors to execute agreements that prohibit reporting of waste, fraud, or abuse, it will immediately stop any further obligations of award funds, will provide prompt written notification to OCJG, and will resume such obligations only if expressly authorized to do so by OCJG.
3) Will comply with requirements of 5 U.S.C. §§ 1501-08 and 7321-26, which limit certain political activities of state or local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

19.0 Safe Policing and Law Enforcement - Recipients that are state, local, college or university law enforcement agencies must be in compliance with the safe policing certification requirement outlined in Executive Order 13929. For detailed information on this certification requirement, see https://cops.usdoj.gov/SafePolicingEO.

20.0 For JAG: Extreme Risk Protection Programs - Recipients using funds for Extreme Risk Protection programs must include, at a minimum: pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive or procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses; the right to be represented by counsel at no expense to the government; pre-deprivation and post-deprivation heightened evidentiary standards and proof which mean not less than the protections afforded to a similarly situated litigant in Federal court or promulgated by the State's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights, and the substantive and procedural due process rights guaranteed under the Fifth and Fourteenth Amendments to the Constitution of the United States, as applied to the States, and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation; and penalties for abuse of the program.

21.0 For RSAT: State Alcohol and Drug Abuse Agency - The recipient will coordinate the design and implementation of treatment programs with the State alcohol and drug abuse agency or any appropriate local alcohol and drug abuse agency, especially when there is an opportunity to coordinate with initiatives funded through the Justice Assistance Grant (JAG) program.

22.0 For RSAT: Drug Testing - The recipient will implement or continue to require urinalysis or other proven reliable forms of testing of individuals in correctional residential substance abuse treatment programs. Such testing shall include individuals released from residential substance abuse treatment programs who remain in the custody of the State.

23.0 For RSAT: Opioid Abuse and Reduction - The recipient understands and agrees that, to the extent that substance abuse treatment and related services are funded by this award, they will include needed treatment and services to address opioid abuse and reduction.

24.0 **For RSAT: Data Collection** - The recipient agrees that award funds may be used to pay for data collection, analysis, and report preparation only if that activity is associated with federal reporting requirements. Other data collection, analysis, and evaluation activities are not allowable uses of award funds.

25.0 **For RSAT:** Recipient understands and agrees that strategic planning activities funded by this award must include planning on how to address individuals with co-occurring mental health and opioid use disorders.

26.0 **For PSN: Coordination with U.S. Attorney and PSN Task Forces** - The recipient agrees to coordinate the project with the U.S. Attorney and Project Safe Neighborhoods Task Force(s) for the respective U.S. Attorney Districts covered by the award. The recipient also is encouraged to coordinate with other community justice initiatives and other ongoing, local gun prosecution and law enforcement strategies.

27.0 **For PSN: Media-related Outreach** - The recipient agrees to submit to OCJG for review and approval by DOJ, any proposal or plan for PSN media-related outreach projects.

28.0 **For NCHIP & NARIP: Comprehensive Evaluation** - In order to ensure that the National Criminal History Improvement Program (NCHIP) and the NICS Act Record Improvement Program (NARIP) are realizing the objectives in the most productive manner, the recipient agrees to participate in a comprehensive evaluation effort. It is anticipated that the evaluation will take place during the course of the program and will likely involve each participating agency. It is expected that the evaluation will have a minimal impact on an agency's program personnel and resources.

29.0 **For NCHIP & NARIP: Coordination and Compatibility with Systems** - In accordance with federal award conditions, recipient agrees all activities supported under this award must:

1) Be coordinated with Federal, State, and local activities relating to homeland security and presale firearm checks.
2) Ensure criminal justice information systems designed, implemented, or upgraded with NCHIP or NARIP funds are compatible, where applicable, with the National Incident-Based Reporting System (NIBRS), the National Crime Information Center system (NCIC 2000), the National Criminal Instant Background Check System (NICS), the Integrated Automated Fingerprint Identification System (IAFIS), and applicable national, statewide or regional criminal justice information sharing standards and plans.
3) Intend to establish or continue a program that enters into the National Crime Information Center (NCIC) records of: (a) Protection orders for the protection of persons from stalking or domestic violence; (b) Warrants for the arrest of persons violating protection orders intended to protect victims from stalking or domestic violence; and (c) Arrests or convictions of persons violating protection orders intended to protect victims from stalking or domestic violence.

30.0 **For NCHIP & NARIP: Firearm and Background Checks** - Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. § 922 and 34 U.S.C. Ch. 409 -- in connection with any use, by the recipient (or any subrecipient at any tier), of this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

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

Meeting Date: 06/01/2026

Re: Approval to Execute the CDBG Coach Fenn Park Improvement Project Unit Price Construction Contract for General Commercial Contractor Services in the amount of $626,591.15.

Submitted For: Devoshay Johnson, Deputy City Manager - Administrative Services, Administrative Services

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SUBJECT:

Approval of CDBG Coach Fenn Park Improvement Project Unit Price Construction Contract with SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction for General Commercial Contractor Services in the amount of $626,591.15.

SUMMARY:

On March 2, 2026, the City Commission awarded Bid No. 2026-022 CDBG Coach Fenn Park Improvement Project to the Lowest Responsible Bidder, SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, for General Commercial Contractor Services in the amount of $626,591.15.

The responsibilities of the contractor will include, but are not limited to:

- Obtaining all necessary permits.
- Site preparation such as clearing, grading, etc.
- Installing utility infrastructure, including electricity, water, sewer lines and connections.
- Constructing the parking lot.
- Building the foundation for a prefabricated restroom to be delivered by a third party.
- Constructing the foundation and assembling a pavilion.
- Constructing the splash pad and pump yard.

RECOMMENDATION:

Approval to Execute the CDBG Coach Fenn Park Improvement Project Unit Price Construction Contract for General Commercial Contractor Services in the amount of $626,591.15.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Marsha Commond, Administrative Services Manager
Richard Stauffer, Facilities Maintenance Manager

COORDINATED WITH:

City Attorney's Office

Fiscal Impact

Budgeted Y/N: Y
Fiscal Year: 2025-2026
Account: 0014005572563200
Amount: $626,591.15
FISCAL IMPACT:
CDBG will reimburse this expense.

Attachments

Unit Price Construction Contract
Exhibits A - F
Exhibit G
City Attorney's Office Memo

UNIT PRICE CONSTRUCTION

FOR

CDBG COACH FENN PARK IMPROVEMENTS

CITY OF FORT PIERCE BID NO. 2026-022

Prepared by:

The City of Fort Pierce Public Works Department
Marsha Commond, MPA, Administrative Services Manager
52 Savannah Rd
Ft. Pierce, FL 34982
(772) 467-3794

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AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement" or "Contract") entered into this _____day of _____, 2026 by and between the **CITY OF FORT PIERCE, FLORIDA**, a municipal corporation (hereinafter the "CITY"), and **SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC, d/b/a NATIONAL GENERAL CONSTRUCTION,** a Florida limited liability corporation, with its principal address at **648 Riverside Rd, North Palm Beach, FL 33408** (hereinafter "CONTRACTOR").

WITNESSETH:

WHEREAS, the CITY wishes to contract for the project identified as **CDBG Coach Fenn Park Improvements, Bid No. 2026-022, 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, timely manner, as detailed in their Bid No. 2026-022 Bid Submission, attached hereto as Exhibit E, and

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

WHEREAS, the CITY's Representative and the Public Works Director 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 includes the redevelopment of Coach Fenn Park according to the construction drawings and technical specifications to implement a variety of amenities such as a splash pad, parking lot, pavilion, utility infrastructure, and a pad for a modular restroom facility (hereinafter the "Project"). The Agreement includes the following:

1. Exhibit "A" - Invitation to Bid No. 2026-022
2. Exhibit "B" - Instructions to Bidders
3. Exhibit "C" - Technical Specifications – Construction Drawings
4. Exhibit "D" - Technical Specifications – Drainage and Geotechnical Reports
5. Exhibit "E" - Bid Forms
6. Exhibit "F" - General Conditions
7. Exhibit "G" – CDBG Funding Requirements

All of which are hereby incorporated herein by reference and made a part hereof (hereinafter

collectively referred to as the "Contract Documents"). CONTRACTOR must abide by all Contract Documents. Any Change Orders issued, Construction Change Directives, a Direction for a Minor Modification in the Work issued hereafter 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 Contract. 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 "F," "General Conditions," conflict with the Agreement 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 site and the local conditions under which the Project is to be constructed and operated.

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

ARTICLE 3
INTENT AND INTERPRETATION

With respect to the intent and interpretation of this 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 Agreement shall create, nor be interpreted to create, privity, or any other relationship whatsoever between the CITY and any person except the CONTRACTOR.

3(D) When a word, term, or phrase is used in this Agreement, it shall be interpreted or

construed first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

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

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

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

3(H) The CONTRACTOR shall have a continuing duty to read, examine, review, compare, and contrast each of the documents which make up this Agreement , shop drawings, and other submittals and shall give written notice to the CITY of any conflict, ambiguity, error, or omission which the CONTRACTOR may find with respect to these documents, before proceeding with the affected Work. The express or implied approval by the Public Works Director or his designee 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 the Public Works Director or his designee. If the CONTRACTOR performs any activity knowing it involves an error, inconsistency or omission which was recognized, obvious, or reasonably should have been recognized, without such notice to the CITY, the CONTRACTOR shall assume responsibility for such performance and shall bear the costs for correction.

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

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

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

ARTICLE 4
CONTRACTOR'S PERFORMANCE

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

4(A) The CONTRACTOR will complete the entire Work described in the Contract Documents, except as specifically identified therein as the Work of other parties, in accordance with the terms herein, 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 Public Works Director or his designee and shall diligently continue its performance to and until completion of the Project. **The CONTRACTOR shall accomplish Substantial Completion within ninety (90) calendar days and Final Completion in one hundred twenty (120) calendar days as specified on the Notice to Proceed (hereinafter referred to as the "Contract Time").** By signing this Agreement , the CONTRACTOR agrees that the Contract Time is a reasonable time for accomplishing Substantial Completion and Final Completion of the Project. There will be no monetary early completion incentive. The CONTRACTOR shall submit its initial progress schedule in accordance with Article 10(G) below.

5(B) The CONTRACTOR shall pay the CITY the sum of **$500.00** 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 Contract 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 Public Works Director or his designee, so as to plan its Work in coordinated sequence with the Work of the CITY and of others and so as to be able to expeditiously undertake and perform its Work at the time most beneficial to the entire Project. The CONTRACTOR will be liable for any loss, costs, or damages sustained by the CITY for delays in performing the Work herein, other than for excusable delays, as set forth in 5(F) below, for which CONTRACTOR may be granted a reasonable extension of time.

5(F) If the CONTRACTOR is delayed at any time in the progress of the Work by any separate contractor employed by the CITY, changes in the Work, labor disputes, fire, unusual delay in transportation, unusually 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 Contract modified in writing accordingly. Delays without compensation to the CONTRACTOR as a direct result of an act or neglect of the CITY or Public Works Director or his designee 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 Public Works Director or his designee 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 contract 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 Public Works Director, with a copy to the City Representative, not more than ten (10) calendar days from the beginning of the delay. The notice shall indicate the cause of delay upon the progress of Work. If the cause of the delay is continuing, the CONTRACTOR must give such written notice every ten (10) calendar days. Within ten (10) calendar days after the elimination of any such delay, the CONTRACTOR shall submit further documentation of the delay and a formal Change Order request for an extension of time for such delay.

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

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

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

ARTICLE 6
CONTRACT PRICE AND CONTRACT PAYMENTS

6(A) CONTRACTOR shall complete this Project under the terms of this Agreement and the Contract Documents for the sum not to exceed: **$626,591.15** (hereinafter the "Contract Amount" or "Contract Price").

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 its 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) CONTRACTOR shall be paid in accordance with the Local Government Prompt Payment Act. Upon receipt of a proper Payment Request, the City shall make payment within twenty (20) business days. If there is a dispute as to the Payment Request, the City shall notify the CONTRACTOR in writing, commence the dispute resolution within thirty (30) days, and conclude the final decision within forty-five (45) days. Said Payment Request shall be submitted to the Public Works Director or his designee and shall be in such format and include whatever supporting information as may be required by the Public Works Director or his designee.

Therein, the CONTRACTOR may request payment for ninety-five percent (95%) 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 Public Works Director or his designee, 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 Public Works Director or his designee 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 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 Public Works Director or his designee 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 Contract. The amount of each such payment shall be the amount approved for payment by the Public Works Director or his designee, 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 Public Works Director or his designee 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 Public Works Director or his designee, Substantial Completion may be inexcusably delayed; or
(4) The CONTRACTOR's failure to use Contract funds, previously paid the CONTRACTOR by the CITY to pay CONTRACTOR's project-related obligations including, but not limited to, subcontractors, laborers, and material and equipment suppliers; or
(5) Claims made, or likely to be made, against the CITY or its property for which the CONTRACTOR or its agents or subcontractors or others for whom it is responsible are, or reasonably appear to be at fault; or
(6) Loss caused by the CONTRACTOR; or
(7) The CONTRACTOR's failure or refusal to perform any of its obligations to the CITY after written notice and a reasonable opportunity to cure as set forth above.

In the event that the CITY makes written demand upon the CONTRACTOR for amounts previously paid by the CITY as contemplated in this Subarticle 6(E), the CONTRACTOR shall promptly comply with such demand. The CITY's rights hereunder survive the term of this 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 Public Works Director or his designee will thereupon conduct a site review to confirm that the Work is in fact substantially complete. Upon confirmation that the CONTRACTOR'S Work is substantially complete, the City Public Works Director or his designee will therein set forth the date of Substantial Completion for approval. After approval the CITY will so notify the CONTRACTOR. If the City Public Works Director or his designee, through his review, fails to find that the CONTRACTOR's Work is substantially complete, and is required to repeat all, or any portion, of its Substantial Completion review, the CONTRACTOR shall bear the cost of such repeat site review(s), which cost may be deducted by the CITY from any payment then or thereafter due to the CONTRACTOR.

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

Upon Substantial Completion, the CITY shall pay the CONTRACTOR an amount sufficient to increase total payments to the CONTRACTOR to one hundred percent (100%) of the Contract Amount less any amounts attributable to damages, and less one hundred fifty percent (150%) of the costs, as reasonably determined by the CITY for completing all incomplete Work, correcting, and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims. Such a calculation by the Public Works Director or his designee of costs for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling any outstanding or threatened claims shall not bar the CITY from exercise of its rights elsewhere herein, in Article 16 below, or otherwise as provided by law for any incomplete, defective, or nonconforming Work or claims which are discovered by the CITY after the date of making such calculation or after the date of any partial or final payment, whether or not such incomplete, defective or nonconforming Work or claims were obvious or should have been discovered earlier.

6(G) When the Project is complete and the CONTRACTOR is ready for a final review, they shall notify the Public Works Director or his designee thereof in writing. Thereupon, the Public Works Director or his designee will perform a final inspection of the Project. If the Public Works Director or his designee concurs that the Project is complete and in full accordance with this Contract and that the CONTRACTOR has performed all of their obligations to the CITY hereunder, the CONTRACTOR will furnish a final Request for Payment to the CITY certifying to the CITY that the Project is complete and the CONTRACTOR is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Agreement. If the Public Works Director or his designee 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 above and elsewhere herein.

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 Public Works Director or his designee 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 Public Works Director or his designee 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 Public Works Director or his designee shall investigate the conditions, and if it is discovered that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the Work under this Contract, 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 and paying all fees required of the CONTRACTOR by this Agreement and permits and fees customarily the responsibility of the CONTRACTOR. The CONTRACTOR shall coordinate with the CITY and all other authorities having jurisdiction.

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

Building Department.

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

8(A) In the event the CONTRACTOR fails or refuses to perform the Work, or any separable part thereof, as required herein, or with the diligence that will ensure its proper, timely completion in accordance with the Contract Documents, the Public Works Director or his designee 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 Public Works Director or his designee issues such instructions to cease and desist, the CONTRACTOR must, within seven (7) calendar days of receipt of the Public Works Director or his designee's instructions, provide a written, verified plan to eliminate or correct the cause of the Public Works Director or his designee's order, which plan appears to the Public Works Director 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 Public Works Director or his designee, 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 Contract. 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
Maverick Cissel	Chief Executive Officer
Zach Zuppardo	Superintendent

If at any time the Public Works Director or his designee or his designee reasonably determines that any employee of the CONTRACTOR is not properly performing the Work in the best interest of the project, or is hindering the progress of the Work, or is otherwise objectionable, the Public Works Director or his designee 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 Public Works Director or his designee the CONTRACTOR'S schedule for completing the Work prior to submittal of the first application for payment. The Public Works Director or his designee 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 Technical Specifications 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 Public Works Director or his designee . 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 Public Works Director or his designee 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 Public Works Director or his designee 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 Public Works Director or his designee 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 Public Works Director or his designee has been specifically informed of the deviation by a writing incorporated in the submittals and has approved the deviation in writing.

The delivery of submittals shall constitute a representation by the CONTRACTOR that it has verified that the submittals meets the requirements of the Agreement, or will do so, including field measurements, materials, and field construction criteria related thereto.

The Public Works Director or his designee 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 Public Works Director or his designee.

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 t he safety of, and shall provide reasonable protection to prevent damage, injury or loss to its employees, subcontractors' employees, employees of the CITY, and members of the public, the Work itself and unassembled components thereof, and other property at the site or adjacent thereto. As part of the CONTRACTOR's obligations hereunder, the CONTRACTOR shall erect and maintain safeguards, barriers, signs, warnings, etc.

With notice to the Public Works Director or his designee, 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 Public Works Directoror his designee 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 Public Works Director or his designee 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 Public Works Director or his designee shall have the right to report suspected safety violations to the Occupational Safety and Health Administration (OSHA).

The CONTRACTOR shall promptly notify the Public Works Director or his designee 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 Public Works Director or his designee and the CONTRACTOR. In the case of Work stopped hereunder, Article 6 shall apply to claims for delay, hindrance or interference. Work will resume in the affected area of the Project immediately after such time as the hazardous material has been removed or rendered harmless, as certified by an industrial hygienist to be engaged by the CITY.

ARTICLE 10
INDEMNITY

Except for expenses or liabilities arising from the negligence of the CITY, the CONTRACTOR hereby expressly agrees to indemnify, defend, 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, defend, 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, defend, 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 6 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 Public Works Director or his designee 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 Public Works Director or his designee, 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 Public Works Director or his designee. The Public Works Director or his designee 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 Public Works Director or his designee, along with the CONTRACTOR's proposed choice as replacement without an increase in bid price.

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

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

ARTICLE 13
CHANGE ORDERS

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

13(A) Change Order shall mean a written order to the CONTRACTOR executed by the CITY

after execution of this Agreement, directing a change in the Work. A Change Order may include a change in the Contract Amount (other than a change attributable to damages to the CONTRACTOR for delay as provided in Article 6 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 Public Works Director or his designee, 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 Price, 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, 10% of the Subtotal of Costs to the CONTRACTOR.

2. For the CONTRACTOR, for any Work performed by his Subcontractor, 5% of the amount due the Subcontractor.

3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by their own forces, 10% of their materials and direct labor costs.

4. For each Subcontractor, for Work performed by his Sub-subcontractor(s), 5% 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 Public Works Director or his designee, such Work shall be uncovered and displayed for review by the Public Works Director or his designee 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 Public Works Director or his designee, be uncovered and displayed for the Public Works Director or his designee 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 Public Works Director or his designee 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 Public Works Director or his designee.

14(E) The City Public Works Director or his designee 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 Public Works Director or his designee agrees that the correction will require more than ten (10) calendar days to correct and agrees, in writing, 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 Public Works Director or his designee directs a suspension of performance under this Article, through no fault of the CONTRACTOR, if the suspension is lifted other than by termination, the CITY shall pay the CONTRACTOR as full compensation for such suspension the CONTRACTOR's ordinary and reasonable costs, actually incurred and paid, of:

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

(2) preserving and protecting Work in place; and

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

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

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

When the City Public Works Director or his designee orders any suspension of the Work

under this Subarticle 15(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)(1) 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 (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).

(d) 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.

Worker's 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

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).

The policy must be endorsed to provide CITY with 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 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 Insurance 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 Contract.

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(a) 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 United State of the Treasury Circular 570, Revised 2025 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 Treasury Circular 570, Revised 2025. If the amount of the bond exceeds the underwriting limitations set forth in the Circular, in order to qualify, the net retention of the surety company shall not exceed the underwriting limitation in the Circular and the excess risk must be protected by co-insurance, reinsurance, or other methods in accordance United States Department of Treasury with Treasury Circular 297, revised September 1, 1978 implemented at 31CFR 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

(3) 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, defend, 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) Notice

Any notice required or permitted under this Agreement shall be in writing. Each notice shall be sent by: (1) hand delivery, (2) United States certified mail, postage prepaid, return receipt requested, or (3) by overnight courier service (e.g. FedEx, UPS) to the party to be notified. Any and all notices required to be sent under this Agreement or otherwise shall be sent to the following:

CITY :
Marsha Commond
Administrative Services Manager
100 N. US Highway 1
Fort Pierce, FL 34950

CONTRACTOR:
Maverick Cissell
Chief Executive Officer
643 U.S. HWY 1, Unit 13094
North Palm Beach, FL 33408

Copies to:
City Attorney
100 N. US Highway 1
Fort Pierce, FL 34950

City Manager
100 N. US Highway 1
Fort Pierce, FL 34950

Any notice shall be deemed received on the date of actual receipt or refusal. Any party hereto may, from time to time, give to the other party written notice, in the manner provided for herein, of some other address to which communications to such party shall be sent, in which event, notices to such party shall be personally delivered or sent in the manner set forth hereinabove to such address.

ARTICLE 23
ENTIRE AGREEMENT

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

ARTICLE 24
SEVERABILITY

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

ARTICLE 25
WAIVER

Waiver of any breach of any term or condition of this 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
E-VERIFY

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONTRACTOR. In accordance with, Section 448.095, Florida Statutes, CONTRACTOR shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONTRACTOR enters into a contract with a subcontractor performing work or providing services on its behalf, CONTRACTOR shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

CONTRACTOR shall, upon request, provide evidence of compliance with this provision to the CITY. An agreement terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this Agreement with a CONTRACTOR, the CONTRACTOR may not be awarded a public contract for at least one (1) year after the date on which the contract was terminated. CONTRACTOR is liable for any additional costs incurred by the CITY as a result of the

termination of this Agreement under Section 448.095, Florida Statutes.

ARTICLE 27
SOVEREIGN IMMUNITY

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

ARTICLE 28
PUBLIC RECORDS

CONTRACTOR shall abide by all public records laws, and specifically:

(a) Keep and maintain public records required by the public agency to perform the service.

(b) Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

(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 the contractor does not transfer the records to the public agency.

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

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

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

WITNESSETH:

_____
Print Name

_____
Signature

_____
Print name

_____
Signature

CONTRACTOR:

_____
By: _____

Title: _____

Federal Tax ID No. _____

ATTEST:

_____
Linda Cox, City Clerk

CITY OF FORT PIERCE

_____
Linda Hudson, Mayor

_____
Date

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

INVITATION TO BID
CITY OF FORT PIERCE, FORT PIERCE, FLORIDA
INVITATION TO BID NO. 2026-022

Sealed Bids will be received by the City of Fort Pierce Purchasing Department until **3:00 PM, Wednesday, February 11, 2026,** for:

CDBG COACH FENN PARK IMPROVEMENTS

The project includes permitting, installation of utilities, construction of park improvements including foundations and coordination for a City-provided modular restroom, construction of a parking lot with stormwater facilities, pavilion construction, and installation of a fully operational ADA-compliant splash pad.

Specifications are available upon request in the Office of the Purchasing Manager, City of Fort Pierce City Hall, 100 North U.S. 1, Fort Pierce, Florida.

Electronic copies of the documents may be obtained from the Office of Purchasing at no cost.

The City of Fort Pierce encourages Minority Business Enterprise participation.

Advertising for Bids will conform to federal requirements which include advertising for a minimum of two (2) weeks.

CITY OF FORT PIERCE

Gelencia Carter

Gelencia Carter, M.P.A
Purchasing Manager

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SECTION 1 - DEFINED TERMS

1.1 Terms used in these "INSTRUCTIONS TO BIDDERS" which are defined in the General Conditions have the meanings assigned to them in the General Conditions.

SECTION 2 - COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained in the manner defined in the Call for Bids.

2.2 Complete sets of Bidding Documents shall be used in preparing Bids; City shall not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 City, in making copies of Bidding Documents available on the above terms, does so only for the purpose of obtaining Bids on the Work and does not confer a license or grant for any other use.

SECTION 3 - QUALIFICATIONS OF BIDDERS

3.1 Each Bid must contain evidence that the Bidder has a valid State of Florida license with a minimum classification of "Certified General Contractor" associated with the company bidding along with evidence of the Bidder's qualifications to do business in the State of Florida. To demonstrate qualifications to perform the Work, each Bidder must submit to City, together with the Bid, information including but not limited to financial data, capability to obtain Payment and Performance and previous experience on similar projects, including references and evidence of authority to conduct business in the jurisdiction where the Project is located. Submittals requested pursuant to this paragraph are in addition to those required elsewhere.

SECTION 4 - EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly; (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the Work; (c) familiarize himself with federal, state and local laws, ordinances, rules, regulations and policies that may in any manner affect cost, progress or performance of the Work; (d) study and carefully correlate Bidder's observations with the Contract Documents; and (e) make written requests for interpretations promptly after

discovering any conflicts, errors, ambiguities of inconsistencies. Written requests must be received prior to the Pre-Bid Conference.

4.2 Reference may be made to the identification of investigations and tests of subsurface and latent physical conditions at the site, or otherwise affecting cost, progress or performance of the Work which have been relied upon by the City Engineer or City Consultant in preparing the Drawings and Specifications. Such reports are available for review by any bidder at the office of the City Engineer. These reports are not guaranteed as to accuracy or completeness, nor are they part of the Contract Documents; they are provided for guidance only. If this information is used by Bidder in preparing his proposal, he shall assume all risks resulting from actual conditions differing from the conditions set out in the reports.

4.3 If a log of test borings showing a record of the data is obtained by the investigation of subsurface conditions by the City, or their consultants, it is expressly understood and agreed that said log of test borings does not constitute a part of the contract, represents only the opinion of the City, or their consultants as to the character of the materials encountered by them in the test borings, is included in the plans or other documents only for the convenience of bidders, and its use is subject to all of the conditions and limitations set forth in this article. Discrepancies must be reported prior to the Pre-Bid Conference.

4.4 Before submitting a Bid, each Bidder shall, at Bidder's own expense, make or obtain any additional investigations, examinations, explorations and tests and obtain any additional information which pertains to the physical conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress or performance of the Work and which Bidder deems necessary to determine its Bid for performing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

4.5 City will provide each Bidder reasonable access to the site to conduct such investigations and tests as each Bidder deems necessary for submission of his Bid. Bidder shall restore site to condition existing prior to conducting said investigations and tests.

4.6 The lands upon which the work is to be performed, rights-of-way for access thereto and other lands designated for use by CONTRACTOR in performing the Work are identified in the Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor.

4.7 The submission of the Bid shall be an indication that the Bidder has

considered normal local weather conditions (daily and monthly variations) for the previous ten years from the date of the Bid as compiled by the National Weather Service.

SECTION 5 - INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the City Engineer. Bidders are required to advise the City Engineer of any conflicts in the Contract Documents or any discrepancies between conditions noted at the project site and those shown on the Drawings or described in the Specifications. Replies will be issued by Addenda mailed or delivered to all parties recorded by the City's Purchasing Agent as having received the Bidding Documents. Questions received less than seven days prior to the date for the opening of Bids shall not be answered. Only questions answered by formal written Addenda shall be binding. Oral and other interpretations or clarifications will be without legal effect. All addenda shall be issued no less than five days prior to bid opening.

SECTION 6 - BID SECURITY

6.1 Bid Security shall be made payable to City, in an amount of 10 percent of the Bidders maximum Bid price and in the form of a certified or cashier's check or a Bid Bond on the prescribed form attached issued by a Surety.

6.2 The Bid Security of the Lowest and Best Bidder shall be retained until such Bidder has executed the Agreement, furnished the required Contract Security, the Insurance Certificates and Endorsements, and complied with the State of Florida requirements; if the Lowest and Best Bidder fails to execute and deliver the Agreement or furnish the Contract Security within ten (10) days of the receipt of Agreement, City may annul the Notice of Award and the Bid Security of that Bidder may be forfeited. The Bid Security of any Bidder whom City believes to have a reasonable chance of receiving the award may be retained by City until the earlier of the seventh day after the "effective date of the Agreement" (which term is defined in the General Conditions) or the sixty-first day after the Bid opening. Bid Security of other Bidders may be returned within seven days of the Bid opening.

SECTION 7 - CONTRACT TIME

7.1 The time of completion is of the essence of the Contract, and the Bidder awarded the Contract shall proceed with the Work in accordance with the Contract time period specified in the Notice to Proceed for each project. In the event of failure to complete the Work within the time specified, the City may assess damages and/or impose penalties as provided by law or the Contract Documents, unless an appropriate extension of time has been granted by the City.

SECTION 8 - LIQUIDATED DAMAGES

8.1 Provisions for liquidated damages, if any, are set forth in the Agreement.

SECTION 9 – SUBSTITUE MATERIAL AND EQUIPMENT

9.1 Not applicable.

SECTION 10 - SUBCONTRACTORS, ETC.

10.1 The City shall receive from the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder), within ten days after receipt of the Bids, a list of all Subcontractors and other persons and organizations, including those who are to furnish the principal items of material and equipment. This list shall include the name and address of the Subcontractor, person or organization, a description of the services, materials or equipment to be supplied. Such list shall be accompanied by a statement of experience with pertinent information as to similar projects and other evidence of qualification for each such Subcontractor, person or organization. If City has reasonable objection to any proposed Subcontractor, other person or organization, the City may, before the Notice of Award, request the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) to submit an acceptable substitute without an increase in Bid price. If the Apparent Lowest and Best Bidder (or the Lowest and Best Bidder) declines to make any such substitution, the Contract may not be awarded to such Bidder at the City's sole discretion. Bidder's declining to make any such substitution shall constitute grounds for sacrificing his Bid Security. Any Subcontractor, other person or organization so listed and to whom City does not make written objection prior to the Notice of Award will be deemed acceptable to City, but City does not thereby waive any right it may have against the Contractor because of the actions or omissions of said Subcontractor, other person or organization, or request from the Contractor to replace Sub-contractors depending on their performance or workmanship.

SECTION 11 - BID FORM

11.1 The Bid Form(s) is included in the Contract Documents.

11.2 Bid Forms must be completed in ink or typewritten. **Bid prices shall be provided for all items listed. All partial bid proposals shall be rejected.**

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer, accompanied by evidence of authority to sign), and the corporate seal must be affixed and attested by the

secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.

11.4 Bids by partnership must be executed in the partnership name and signed by an authorized partner, whose title must appear under the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

11.7 The address to which communications regarding the Bid are to be directed must be shown.

SECTION 12 - SUBMISSION OF BIDS

12.1 Submit bids on Bid Forms supplied herein. Bids shall be submitted at the time and place indicated in the CALL FOR BIDS and shall be included in an opaque sealed envelope marked with the Project title and name and address of the Bidder and accompanied by the Bid Security.

If the bid is sent through the mail or other delivery system, the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face thereof.

12.2 Bids received after the time and date specified in the CALL FOR BIDS shall not be considered and will be returned unopened.

SECTION 13 - MODIFICATION AND WITHDRAWAL OF BIDS

13.1 Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. Withdrawal of a bid will not prejudice the rights of Bidder to file a new Bid

SECTION 14 - OPENING OF BIDS

14.1 At the specified time and place as indicated in the CALL FOR BIDS, Bids shall be opened publicly and read aloud.

14.2 An abstract of the amounts of the base bids and major alternates (if any) will be prepared and made available within a reasonable time after the opening of Bids.

14.3 Quantities of work and materials in the Bid Form(s) or in the plans are approximate only and for the purpose of providing a bidder with information that may

be used for the computation of the Base Bid, to obtain unit prices for the approval of payments for the work done, and to determine additions or deletions to the Contract Sum. It shall be the Bidder's responsibility to determine if a different quantity of any item required and to bring the same to the attention of the City Engineer, or Consultant prior to submittal of the Bid.

14.4 Notwithstanding any other provision contained in the Contract Documents, the City reserves the right to reject any and all bids, or portions thereof, and waive any and all irregularities, and the right to disregard any or all nonconforming, unbalanced, or conditional bids or counter proposals. The City may reject, as non-responsive, any or all bids where bidders fail to acknowledge receipt of addenda as prescribed. If the City elects not to reject a bid which fails to acknowledge receipt of any addendum, the bid shall be construed as though the addendum has been received and acknowledged by the Bidder.

14.5 The bids supplied shall be a Unit Price Bid. Unit Price bids for the work items shall be based on estimated quantities for the purpose of determining the best and Lowest Bidder and unit prices as shown in the Bid Form (see Paragraph 14.3 above). In the event that work in addition to estimated quantities is required, compensation to the Contractor shall be based on the unit prices indicated in the Bid Form. For basis of award, discrepancies between the total Bid and the sum of columns of figures shall be resolved in favor of the total Bid. Contractor shall be responsible for the accuracy of the arithmetic of the bid, in particular with the addition of the columns to match the total Bid. City has the right to accept the total Bid whether it is less or more than any additions of any columns or extensions and prorate the unit prices to match the total Bid amount. Contractor shall lose his bid deposit if contract award is not accepted by such Contractor.

SECTION 15 - BIDS TO REMAIN OPEN

15.1 All Bids shall remain open for sixty (60) days after the day of the Bid opening, but City may, in its sole discretion, release any Bid and return the Bid Security prior to that date.

15.2 Extensions of time when bids shall remain opened beyond the sixty-day period may be made only by mutual agreement between the City, the Lowest and Best Bidder, and the Surety, if any, for the Lowest and Best Bidder.

SECTION 16 - AWARD OF CONTRACT

16.1 Award shall be based on products, equipment and materials named in the Contract Documents.

16.2 In evaluating Bids, City shall consider the qualifications of the Bidders, and whether or not the Bids comply with the prescribed requirements.

16.3 In evaluating Bids, City shall consider the information provided by the Bidder as described in these INSTRUCTIONS TO BIDDERS.

16.4 The Lowest and Best Bidder shall submit, to City, documentation evidencing its capability to obtain Performance and Payment Bonds and to perform classes of work contemplated, and the necessary plant and sufficient capital, to execute the work properly within the time specified. **This information must be received by City as per Section 10 above.**

16.5 The City shall require the Lowest and Best Bidder to submit a certified statement describing his organization, plant, manpower and financial resources, and list all previous and/or ongoing construction contracts over the last 5 years, regardless of amount or completion status. Information shall be submitted on the Associated General Contractors of America Form "Standard Questionnaires and Financial Statement for Bidders", available from AGC, 1957 "E" Street, N.W., Washington, D.C., 20006, or other form acceptable to City. The information shall be certified by a Certified Public Accountant for bids over $25,000 and shall be submitted to the City prior to Contract Award. The City, at its discretion, may require any or all of the above listed information from any other Bidder.

16.6 City may consider qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided in the Bid Form and Section 10 of these Instructions.

16.7 City may conduct such investigations and require supplemental information as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors, proposed equipment and material suppliers, and other persons and organizations to do the Work in accordance with the Contract Documents to City's satisfaction within the prescribed time.

16.8 City reserves the right to reject the Bid of any Bidder who does not pass any such evaluation to City's satisfaction.

16.9 **City reserves the right to reject the Bid of any Bidder which is or was behind on the approved completion schedule for any existing or past contracts with the City, is in litigation with the City, has previously defaulted on a contract with the City, has delayed or skipped subcontractor payment(s), or has provided unsatisfactory performance on current or previous City Contracts.**

16.10 If the Contract is to be awarded, it will be awarded to the best and lowest responsible Bidder on the basis of the total Bid amount, qualifications, experience, and ability to perform the work. City reserves the right to reject all bids or portions thereof.

SECTION 17 - BONDS AND INSURANCE

17.1 The General and Special Supplemental Conditions set forth the City's requirements as to Bonds and Insurance. When the Successful Bidder delivers the executed Agreement to City, it shall be accompanied by the required Bonds, Insurance Certificates, and Endorsements on forms prescribed by City. The City must receive with Successful Bidder executed Agreement copies of all insurance policies for the insurance requirements set forth in the General and Special Supplemental Conditions. Attorneys-in-fact who sign Bid Bonds, Performance Bonds and Payment Bonds must file with such Bonds a certified copy of their power-of-attorney to sign the Bonds.

SECTION 18 - SIGNING OF AGREEMENT

18.1 When City gives a Notice of Award to the Successful Bidder, it will be accompanied by at least two (2) unsigned counterparts of the Agreement and all other Contract Documents. Within ten (10) days of receipt thereafter, Successful Bidder shall sign and deliver at least two (2) counterparts of the Agreement to City, together with the documents described in Section 17 above attached. Within ten (10) days after receipt of the properly executed and completed submittal, City will deliver a fully signed counterpart to Successful Bidder.

18.2 Failure by a Successful Bidder to whom the contract is awarded to execute the Agreement, or to correctly complete or furnish required Bonds or insurance certificates and endorsements, shall be just cause for the annulment of the award and the forfeiture of the Bid Security.

18.3 If Successful Bidder is a Corporation, the Agreement shall be signed by the President, attested by the Secretary, and have the Corporate Seal affixed. The executed Agreement shall be accompanied by a Certificate of Good Standing dated within 30 days and an Incumbency Certificate, under oath, executed by Legal

Counsel or the Secretary of the Corporation, and the Corporate Seal if by the Secretary.

18.4 A Successful Bidder who is awarded the Contract and fails to execute the Agreement or correctly complete or furnish the required Bonds, insurance certificates and endorsements within the time period specified in Article 10, Section 18.1 above or fails to comply with submittal requirements specified in Article 20 shall be liable to the City for all damages resulting there from, including reasonable attorneys' fees and costs, and attorneys' fees and costs on appeal. The Bid Security forfeited shall not be a limitation thereon.

SECTION 19 - SCHEDULE OF SUBMITTALS

19.1 Within ten (10) days prior to Contract Award, the Successful Bidder shall submit a preliminary progress schedule and a schedule of projected payments in accordance with the General Conditions. This schedule shall show in a summary fashion the order in which the Successful Bidder proposes to perform the Work and shall indicate approximate starting and completion dates for said projects. This progress schedule shall not replace, but serve as a basis for, the progress schedule submittals to be developed as required in the Specifications. Failure by the Successful Bidder to furnish this Schedule of Submittals, as required, in a sufficiently complete and responsible manner, shall void evaluation of the Bid, and will constitute proof that the Successful Bidder has abandoned all his rights and interests in the award, and his Bid Security may be declared forfeited to the City as liquidated damages, and the Work may be awarded to another Bidder.

SECTION 20 - SPECIAL WARRANTY, GUARANTEE, BOND, INSURANCE, MAINTENANCE, AND CORRECTION PERIOD REQUIREMENTS

20.1 There may be special requirements pertaining to Warranty, Guarantee, Bonds, Insurance, Maintenance, and the Correction Period which are described in the Contract Documents. Bidders shall review these special requirements, if applicable, and reflect in their bids all costs associated therewith.

SECTION 21 – MATERIALS

21.1 Materials produced by convict labor are prohibited from use on the PROJECT unless specific written authority for such use is obtained.

21.2 State produced materials are now allowed.

21.3 State/Local Owned/Furnished/Designated materials may be utilized if it is in the public interest and approved by the CITY.

END OF SECTION

PLEASE REFER TO
EXHIBIT C –
CONSTRUCTION DRAWINGS,
ATTACHED AS PDF FILES,
FOR THE PROJECT'S TECHNICAL SPECIFICATIONS

END OF SECTION

GENERAL NOTES:

1. THE LOCATION OF THE EXISTING UTILITIES AS SHOWN ON THE PLANS ARE APPROXIMATE ONLY. THE ENGINEER OF RECORD ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN NOR FOR ANY FACILITY NOT SHOWN. THE EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR PRIOR TO CONSTRUCTION. IN ADDITION, THE CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY IF OTHER UTILITIES (NOT SHOWN ON THE PLAN) EXIST WITHIN THE AREA OF CONSTRUCTION. SHOULD THERE BE UTILITY CONFLICTS, THE CONTRACTOR SHALL INFORM THE UTILITY SUPPLIER OF THE UTILITY CONFLICTS AND THE UTILITY ADJUSTMENTS AS REQUIRED.

2. THE CONTRACTOR SHALL BE RESPONSIBLE AT ALL TIMES THROUGHOUT THE DURATION OF CONSTRUCTION FOR THE PROTECTION OF EXISTING AND NEWLY INSTALLED UTILITIES FROM DAMAGE OR DISRUPTION OF SERVICE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING SUCH MEASURES AS NECESSARY TO PROTECT THE HEALTH, SAFETY, AND WELFARE OF THOSE PERSONS HAVING ACCESS TO THE WORK SITE.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING LOCATIONS OF ALL OTHER UTILITY FACILITIES.

4. FACILITIES PROPOSED HEREIN SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE APPROVED PLANS. DEVIATIONS FROM THE APPROVED PLANS MUST BE APPROVED IN ADVANCE BY THE ENGINEER OF RECORD.

5. UPON COMPLETION OF CONSTRUCTION AND PRIOR TO FINAL ACCEPTANCE OF THE WORK, A FINAL INSPECTION SHALL VERIFY PROPER ADHERENCE TO ALL FACETS OF THE PLANS AND SPECIFICATIONS.

6. AS-BUILT DRAWINGS SHALL BE PREPARED BY A REGISTERED LAND SURVEYOR, REGISTERED IN THE STATE OF FLORIDA, AND SUBMITTED BY THE CONTRACTOR TO THE OWNER AND THE ENGINEER OF RECORD (PAVING, GRADING, DRAINAGE, WATER & SEWER,, STORM).

7. PRIOR TO COMMENCEMENT OF ANY EXCAVATION, THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553-851 FOR PROTECTION OF UNDERGROUND GAS PIPE LINES.

8. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE (1-800-432-4770) 48 HOURS IN ADVANCE OF CONSTRUCTION.

9. ALL VEGETATION, DEBRIS, CONCRETE OR OTHER UNSUITABLE MATERIAL SHALL BE LEGALLY DISPOSED OF OFF-SITE IN AN AREA AT THE CONTRACTORS EXPENSE.

10. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES, SUCH AS TURBIDITY SCREENS, CURTAINS AND FLOATING SILT BARRIERS WHERE NECESSARY IN ORDER TO COMPLY WITH ALL STATE AND LOCAL WATER QUALITY STANDARDS. CONTRACTOR TO PROVIDE SILT FENCE AS NECESSARY TO PREVENT OFF SITE EROSION TRANSPORT.

11. ALL CONSTRUCTION SHALL BE DONE IN A SAFE MANNER, SPECIFICALLY, THE RULES AND REGULATIONS OF THE OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION AND THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES SHALL BE STRICTLY OBSERVED.

12. ALL CONSTRUCTION SHALL CONFORM TO THE STANDARDS AND REQUIREMENTS OF ST LUCIE COUNTY, SFWMD, PBCWUD, CITY OF FORT PIERCE & FDOT.

13. SAW CUT PAVEMENT AND CONCRETE WHERE IT IS TO BE REMOVED.

14. WATER AND SEWER COVER SHALL BE 3.0 FEET (TYPICAL) UNLESS OTHERWISE NOTED ON DRAWINGS.

15. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAY OR WALKWAY SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

16. CONTRACTOR SHALL MONITOR AND PROHIBIT THE DEFACING OF FRESHLY PLACED CONCRETE SURFACES. ANY CONCRETE SURFACES DEFACED SHALL BE REPLACED AT NO ADDITIONAL COST TO THE OWNER.

17. PROJECT SITE SAFETY:

    A. THE ENGINEER OF RECORD/OWNER OR THEIR EMPLOYEES HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER THE CONTRACTOR, ANY SUB-CONTRACTOR OR OTHER ENTITY OR THEIR EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY JOBSITE HEALTH OR SAFETY PRECAUTIONS.

    B. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR JOBSITE SAFETY, AND WARRANTS THAT THIS INTENT IS MADE EVIDENT BY THE AGREEMENT BETWEEN OWNER AND CONTRACTOR.

    C. ALL EXISTING OVERHEAD AND UNDERGROUND UTILITIES SHOWN ON THESE DRAWINGS OR ENCOUNTERED THROUGH THE PROGRESSION OF WORK AT THIS PROJECT SITE ARE ASSUMED TO BE LIVE, CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SAFETY PRECAUTIONS WHEN WORKING AROUND EXISTING OVERHEAD OR UNDERGROUND UTILITIES.

20. ALL CONCRETE SHALL DEVELOP A MINIMUM OF 3000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS, UNLESS OTHERWISE STATED.

21. TRENCHES SHALL BE DRY WHEN PIPES ARE INSTALLED. ALL DEWATERING PERMITS ARE THE RESPONSIBILITY OF THE CONTRACTOR. ALL BACKFILL TO BE COMPACTED TO 98% ASTM D1557. REFER TO DETAIL.

22. A PRE-CONSTRUCTION MEETING IS TO BE HELD PRIOR TO DELIVERY OF MATERIALS AND INITIATION OF CONSTRUCTION.

23. ANY REVISIONS TO THE APPROVED PLANS SHALL BE CALLED TO THE ATTENTION OF THE ENGINEER OF RECORD PRIOR TO THE PRE-CONSTRUCTION MEETING. REVISED PLANS MUST BE APPROVED PRIOR TO THE MEETING.

24. FIVE (5) COPIES OF THE MATERIAL LIST AND ALL NECESSARY SHOP DRAWINGS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO SCHEDULING OF THE PRE-CONSTRUCTION MEETING. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS ON ALL SITE WATER, SEWER & DRAINAGE STRUCTURES FOR APPROVAL PRIOR TO ORDERING.

25. ALL APPLICABLE PERMITS MUST BE OBTAINED PRIOR TO PRE-CONSTRUCTION MEETING.

26. THE CONTRACTOR SHALL MAINTAIN A CURRENT APPROVED SET OF CONSTRUCTION PLANS ON JOB SITE.

27. ALL MATERIALS SUPPLIED SHALL CONFORM TO PRODUCT LIST AND SHOP DRAWINGS AS APPROVED PRIOR TO CONSTRUCTION. SUBSTITUTE MATERIALS SHALL NOT BE APPROVED AFTER DELIVERY TO THE JOB SITE. ALL REQUESTS FOR MATERIAL SUBSTITUTION SHALL BE APPROVED PRIOR TO DELIVERY OF THESE MATERIALS TO THE JOB SITE.

28. THE CONTRACTOR OR ENGINEER OF RECORD SHALL SCHEDULE INSPECTIONS AND TESTS A MINIMUM OF 24-48 HOURS IN ADVANCE.

29. NO CONNECTION OR CONSTRUCTION SHALL BE PERFORMED ON AN EXISTING FORT PIERCE UTILITY AUTHORITY OWNED OR MAINTAINED MAIN OR STRUCTURE WITHOUT THE PRESENCE OF A FORT PIERCE UTILITY AUTHORITY OFFICIAL OR ENGINEER OF RECORD WITHOUT PRIOR NOTIFICATION.

30. CONTRACTOR TO COORDINATE WITH THE CITY OF FORT PIERCE FOR ALL TREES TO REMAIN OR RELOCATE. TREE REMOVAL, PRUNING AND RELOCATION SHALL BE AT CONTRACTORS EXPENSE.

31. ALL SIGNAGE AND STRIPING SHALL MEET ALL FLORIDA BUILDING CODE ADA REQUIREMENTS, MANUAL OF UNIFORM AND TRAFFIC CONTROL DEVICES, AND PALM BEACH COUNTY TYPICAL DETAILS FOR PAVEMENT MARKINGS, SIGNING AND GEOMETRICS (No T-P. 10-001). ALL STRIPING TO BE LOW VOC TRAFFIC MARKING PAINT (SUBMIT FOR APPROVAL).

32. CONTRACTOR TO PROVIDE EROSION CONTROL DEVICES TO CONTROL DISPERSION OF SEDIMENT ON ROADWAY OR PARKING AREAS. IF SEDIMENT IS SPREAD OUT OF THE SITE AREA THE CONTRACTOR MUST REMOVE AND CLEAN AT OWN EXPENSE.

33. ALL TRENCHING, PIPE-LAYING, BACKFILL, MUST COMPLY WITH ALL APPLICABLE FEDERAL, STATE, COUNTY REGULATIONS.

34. ANY DAMAGE DONE TO PROPERTY DUE TO CONSTRUCTION ACTIVITY MUST BE REPAIRED TO THE EXISTING CONDITION OR BETTER AT CONTRACTORS EXPENSE.

35. TOPOGRAPHIC SURVEY PERFORMED BY CULPEPPER AND TERPENING INC. ALL ELEVATIONS ARE IN NAVD 88 DATUM.

36. ALL SERVICE INTERRUPTIONS SHALL BE COORDINATED WITH THE CITY OF FORT PIERCE.

37. REFER TO GEOTECHNICAL REPORT FOR TESTING AND APPROVED SITE GRADING MATERIALS.

38. ALL WORK SHALL CONFORM TO THE CURRENT EDITION OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION.

39. ANY MUCK THAT IS FOUND ONSITE SHALL BE REMOVED AT CONTRACTORS EXPENSE. DE-MUCKING (IF NECESSARY SHALL BE PERFORMED PER FDOT SPECIFICATIONS.

40. REFER TO ELECTRICAL DRAWINGS FOR SITE LIGHTING PLANS AND DETAILS.

41. CONTRACTOR TO COORDINATE WITH OWNER ON TYPE OF SOD TO BE USED.

42. ALL CURB RAMPS AND ADA CROSSINGS SHALL CONFORM TO THE REQUIREMENTS OF THE FBC 2010 ACCESSIBILITY.

43. IMPORTED SOIL USED FOR BACKFILL SHOULD BE FREE OF HEAVY CLAY, SILTS, STONES, PLANT ROOT, OTHER FOREIGN MATERIAL AND ROCK FRAGMENTS GREATER THAN 1½" IN DIAMETER IN ORDER TO ACHIEVE ADEQUATE COMPACTION AROUND ANY FIXED OBJECT IN GROUND. ALTERNATE WILL BE TO USE FLOWABLE FILL.

CONVENTIONAL CONCRETE PAVING

GENERAL NOTES:

1. THICKNESS:

    A. 6 INCHES

    28 DAY COMPRESSIVE STRENGTH:

    A. 4500 PSI

    SUBGRADE PREPARATION:

    A. STABILIZE 12 INCH THICK SUBGRADE TO A LIMEROCK BEARING RATIO (LBR 40) MINIMUM. COMPACTED 12 INCH THICK SUBGRADE TO 98% ASTM D 1557.

1.0 GENERAL PROVISIONS

1.1 SCOPE OF WORK:
THE WORK TO BE COMPLETED UNDER THIS CONTRACT INCLUDES THE FURNISHING OF ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY FOR CONSTRUCTION OF THE PROPOSED IMPROVEMENTS IN CONFORMANCE WITH PLANS AND SPECIFICATIONS. ALL WORK TO BE IN ACCORDANCE WITH ACI 330.1-03. ANY CONFLICTS IN SPECIFICATIONS, PLAN NOTES AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER OF RECORD FOR CLARIFICATION.

1.2 CONTRACTOR'S QUALIFICATIONS:
ACI CERTIFIED CONCRETE FLATWORK FINISHERS OR EQUIVALENT SHALL BE REQUIRED. CONTACT THE FC&PA FOR A LIST OF CERTIFIED FINISHERS.

1.3 SUBMITTALS AND APPROVALS:
CONTRACTOR TO SUBMIT: "PROPOSED PAVING CONSTRUCTION PLAN," WHICH SHALL SHOW THE CONCRETE PAVING JOINT TYPES AND LOCATIONS AND SHALL INCLUDE A STATEMENT OF PROPOSED SEQUENCE AND SCHEDULE OF PAVING OPERATIONS WITH A BRIEF DESCRIPTION OF MOTORIZED PAVING EQUIPMENT, IF APPLICABLE. PROPOSED JOINT LAYOUT PLAN SHALL BE SUBMITTED TO THE ENGINEER OF RECORD 7 DAYS PRIOR TO THE PRE-CONSTRUCTION MEETING. SUBMIT MIX DESIGN FOR APPROVAL PRIOR TO PRECONSTRUCTION MEETING. USE ACI 330R-08 GUIDE FOR DESIGN AND CONSTRUCTION OF CONCRETE PARKING LOTS AS A REFERENCE.

1.4 PRE-WORK CONFERENCE REQUIRED. CONTRACTOR, SUB-CONTRACTOR, CONCRETE PRODUCER, ENGINEER OF RECORD, INSPECTORS, GEOTECHNICAL ENGINEER OF RECORD, AND OWNER REPRESENTATIVE ARE REQUIRED TO ATTEND.

1.5 CONSTRUCT CONCRETE PAVING IN ACCORDANCE WITH ACI 330.1-03 STANDARD SPECIFICATION FOR PLAIN CONCRETE PARKING LOTS EXCEPT AS MODIFIED BY THESE DOCUMENTS.

1.6 CURE ALL CONCRETE IN ACCORDANCE WITH ACI 308 "STANDARD PRACTICE FOR CURING CONCRETE". SUBMIT CURING METHOD AND PLAN TO THE ENGINEER OF RECORD FOR APPROVAL.

2.0 SUBGRADE PREPARATION AND FORMWORK

2.1 GENERAL:
THE SUBGRADE SHALL BE BROUGHT TO PROPER GRADE AND CROSS SECTION BY MEANS OF PROPER MACHINERY.

2.2 SUBGRADE MATERIAL:
THE 12 INCHES OF SUBGRADE SHALL BE COMPOSED OF GRANULAR OR GRAVELY SOIL THAT IS PREDOMINANTLY SANDY WITH NO MORE THAN A MODERATE AMOUNT OF SILT OR CLAY. SUBGRADE SHALL BE MOIST WITH-OUT FREESTANDING WATER WHEN PLACING CONCRETE (IN AREA OF PERVIOUS PAVING ONLY FREE DRAINING CLEAN SAND TO BE USED).

2.3 SUBGRADE SUPPORT:
MATERIAL SHALL BE PLACED AND COMPACTED IN LAYERS OF A THICKNESS THAT CAN BE COMPACTED TO A DENSITY OF 98% OF MAXIMUM DENSITY AS DETERMINED BY ASTM D 1557. A LIME ROCK BEARING RATIO (LBR) OF 40 SHALL BE OBTAINED IN THE 12 INCHES OF THE SUBGRADE. PREPARE THE SUBGRADE IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS FOR RIGID PAVEMENTS. SUBGRADE SOIL DENSITY TESTING MUST BE COMPLETED AND VERIFIED BY THE GEOTECHNICAL ENGINEER OF RECORD PRIOR TO CONCRETE PLACEMENT.

2.4 UTILITY TRENCH BACKFILLING:
ALL UTILITY TRENCHES, INLETS AND MANHOLES SHALL BE BACKFILLED AND FINISHED WITH READY-MIXED FLOWABLE FILL OR WITH COMPACTED SOIL SIMILAR TO THAT ADJACENT TO THE TRENCH. SOIL BACKFILL UNDER THE PAVEMENT AND OUT TO A LINE EXTENDING ON A 45 DEGREE ANGLE TO HORIZONTAL FROM THE BACK OF CURB SHALL BE COMPACTED IN 12 IN. MAXIMUM LIFTS TO A DENSITY OF AT LEAST 98% OF THE MAXIMUM DENSITY DETERMINED BY ASTM D 1557.

2.5 FORMS:
FORMS MAY BE OF WOOD OR STEEL AND SHALL BE THE FULL DEPTH OF THE PAVEMENT. FORMS SHALL BE OF SUFFICIENT STRENGTH AND STABILITY TO SUPPORT MECHANICAL EQUIPMENT WITHOUT DEFORMATION OF PLAN PROFILES FOLLOWING SPREADING, STRIKE-OFF CONSOLIDATION AND FINISHING. INSTEAD OF USING FIXED FORMS, THE CONTRACTOR MAY PLACE CONCRETE IN ONE COMPLETE PASS OF THE MACHINE.

3.0 MATERIALS

3.1 GENERAL:
LOCALLY AVAILABLE MATERIALS HAVING A RECORD OF SATISFACTORY PERFORMANCE SHALL BE USED.

3.2 CEMENT:
PORTLAND CEMENT TYPE I – ASTM C 150.

3.3 CONCRETE SHALL COMPLY WITH ASTM C94.

3.4 CEMENTITIOUS MATERIALS:

3.4.1 FLY ASH:
ASTM C 618

3.4.2 GROUND IRON BLAST-FURNACE SLAG:
ASTM C 989.

3.5 AGGREGATE:

3.5.1 FINE AGGREGATE:
ASTM C 33, OR FDOT STANDARD SPECIFICATIONS, SECTION 902.

3.5.2 COARSE AGGREGATE:
ASTM C 33 AGGREGATES NOT MEETING THE SIZE GRADINGS OF C 33 MAY BE USED IF THEY COMPLY WITH THE GRADING REQUIREMENTS OF ASTM D 448.

3.6 AIR ENTRAINING AGENT:
SHALL COMPLY WITH ASTM C 260.

3.7 ADMIXTURES:
ASTM C 494: TYPE A WATER REDUCING, TYPE D WATER REDUCING AND RETARDING, TYPE E WATER REDUCING AND ACCELERATING, AND TYPE G HIGH RANGE WATER-REDUCING AND RETARDING.

3.8 WATER:
POTABLE OR SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS, SECTION 923 OR ASTM C 94, SECTION 4.

3.9 FLOWABLE FILL:
SHALL COMPLY WITH FDOT STANDARD SPECIFICATIONS, SECTION 121.

3.10 JOINT MATERIAL:
PROVIDE FULL DEPTH PRE-MOLDED JOINT MATERIAL FOR ISOLATION JOINTS. ASTM D 994-98 AND ASTM D 1751-99.

3.11 CURING COMPOUND:
CURE CONCRETE IMMEDIATELY AFTER FINISHING OPERATION IS COMPLETED BY APPLYING A WHITE PIGMENTED MEMBRANE FORMING CURING COMPOUND TO ALL EXPOSED SURFACES. APPLY CURING COMPOUND IMMEDIATELY AFTER SURFACE TEXTURE HAS BEEN OBTAINED AND WATER SHEEN HAS DISAPPEARED. CURING COMPOUND TO COMPLY WITH ASTM C 309, TYPE 2, CLASS A.

3.12 JOINT SEALANT:
WHERE REQUIRED, SHALL BE HOT POURED RUBBER ASPHALT OR JOINT SEALING COMPOUND CONFORMING TO AASHTO M-173 OR FEDERAL SPECIFICATIONS TT-S-0011543A OR TT-S-00230 OR ASTM D 994, D1751 OR ASTM D 1752.

4.0 CONCRETE QUALITY

4.1 MIX DESIGNS:
SUBMIT FOR APPROVAL RECOMMENDED PROPORTIONS, WHICH WILL PROVIDE THE SPECIFIED COMPRESSIVE STRENGTHS AT 28 DAYS, IN ACCORDANCE WITH ACI 318, CHAPTER 5.

4.2 CLASSES OF CONCRETE:
CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 4,500 PSI AT 28 DAYS. COARSE AGGREGATE SIZE SHALL BE NO. 67 (3/4 IN. TO NO. 4) OR NO. 57 (1 IN. TO NO. 4) OR LARGER. SLUMP SHALL NOT EXCEED 4 INCHES FOR PAVEMENT PLACED BY OTHER THAN SLIPFORM EQUIPMENT OR 1 ½ INCHES FOR CONCRETE PLACED WITH SLIPFORM EQUIPMENT UNLESS CHEMICAL ADMIXTURES ARE USED TO INCREASE THE SLUMP. WATER MAY BE ADDED ON SITE IN ACCORDANCE WITH ASTM C 94 AT THE OPTION OF THE CONTRACTOR PROVIDED THAT THE SLUMP DOES NOT EXCEED 4 INCHES.

4.3 AIR-ENTRAINMENT:
SHALL BE PER TABLE 2.1 ACI 330.1-3

4.4 CHEMICAL ADMIXTURES:
USE IN CONFORMANCE WITH MANUFACTURER'S RECOMMENDATIONS

5.0 MIXING, HAULING AND PLACING

5.1 READY-MIXED CONCRETE:
BATCH, MIX AND TRANSPORT CONCRETE IN ACCORDANCE WITH ASTM C 94.

5.2 PLACING AND FINISHING EQUIPMENT:
UNLESS OTHERWISE APPROVED BY THE OWNER/AGENT IN WRITING, THE CONTRACTOR SHALL PROVIDE MECHANICAL EQUIPMENT OF EITHER SLIPFORM OR FORM RIDING TYPE THAT WILL STRIKE-OFF, CONSOLIDATE AND FINISH THE PAVEMENT TO THE REQUIRED CROSS SECTION. WHEN REQUIRED, APPROVED VIBRATORS FOR CONSOLIDATING CONCRETE ALONG THE FACES OF FORMS AND ADJACENT TO JOINTS SHALL BE PROVIDED BY THE CONTRACTOR.

5.3 CONCRETE PLACEMENT:
DISTURBED GRADE SHALL BE PROPERLY RESHAPED AND RE-COMPACTED PRIOR TO PLACING CONCRETE. IF ANY TRAFFIC IS ALLOWED TO USE THE PREPARED GRADE, THE GRADE SHALL BE CHECKED AND CORRECTED IMMEDIATELY AHEAD OF PLACING THE CONCRETE. DO NOT PLACE CONCRETE AROUND MANHOLES OR OTHER STRUCTURES UNTIL THEY HAVE BEEN BROUGHT TO THE REQUIRED GRADE AND ALIGNMENT. CONCRETE SHALL BE DEPOSITED AND CONSOLIDATED IN SUCH A MANNER AS TO PREVENT DISLOCATION OF JOINT DEVICES. DEPOSIT AND SPREAD CONCRETE IN A CONTINUOUS OPERATION.

5.3.1 UNLESS APPROVED BY THE /ENGINEER OF RECORD, DO NOT PLACE CONCRETE WHEN AMBIENT TEMPERATURE IS BELOW 35 DEGREES F OR WHEN THE CONCRETE IS LIKELY TO BE SUBJECTED TO FREEZING TEMPERATURES BEFORE IT HAS REACHED 500 PSI STRENGTH.

5.3.2 DURING HOT WEATHER, KEEP THE CONCRETE TEMPERATURE AS LOW AS POSSIBLE AND USE AN APPROVED SET-RETARDING ADMIXTURE. DO NOT RE-TEMPER CONCRETE WHICH HAS ATTAINED INITIAL SET. FOLLOW ACI 305 "HOT WEATHER CONCRETING" WHEN APPROPRIATE.

5.3.3 IN THE EVENT OF RAIN, TERMINATE PLACING OF THE CONCRETE AS SOON AS PRACTICAL. PROTECT FRESHLY PLACED CONCRETE BY COVERING WITH WATERPROOF MATERIAL. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR DAMAGED CONCRETE DUE TO RAIN, VANDALISM OR ANY OTHER METHOD. REPLACEMENT OF DAMAGED CONCRETE IS AT THE DISCRETION OF THE ENGINEER OF RECORD.

5.4 JOINT CONSTRUCTION:
CONSTRUCT CONTRACTION (CONTROL), CONSTRUCTION AND ISOLATION JOINTS TRUE TO LINE WITH FACE PERPENDICULAR TO SURFACE OF THE PAVEMENT AS SHOWN ON APPROVED PAVING CONSTRUCTION PLAN. JOINTS SHALL BE PROVIDED IN BOTH THE LONGITUDINAL AND TRANSVERSE DIRECTIONS. MAXIMUM SPACING OF LONGITUDINAL AND TRANSVERSE CONTRACTION JOINTS SHALL BE 10 FT FOR 4" PAVEMENTS, 12 FT FOR 5 IN. PAVEMENTS AND 12 FT FOR PAVEMENTS 6 INCHES AND OVER. ALL EDGES, TOOLED JOINTS, AND ISOLATION JOINTS SHOULD BE ROUNDED TO APPROPRIATE RADIUS (REFER TO ACI 330). KEEP ALL JOINTS CONTINUOUS. PROVIDE FULL DEPTH ISOLATION JOINTS AT ENDS OF DISCONTINUOUS JOINTS.

5.4.1 CONTRACTION (CONTROL) JOINTS:
PROVIDE CONTRACTION JOINTS FOR A DEPTH NO GREATER THAN 1/3 OR LESS THAN 1/4 OF THE PAVEMENT THICKNESS. CONTRACTION JOINTS MUST BE CONTINUOUS ACROSS THE SLAB UNLESS INTERRUPTED BY A FULL DEPTH ISOLATION JOINT MATERIAL AND MUST EXTEND COMPLETELY THROUGH ANY INTEGRAL CURBS. CONTRACTION JOINT ALIGNMENT MAY BE SKEWED OR WARPED WHERE NECESSARY TO REACH POINTS OF STRESS CONCENTRATION. SHARP OR ACUTE ANGLES OF LESS THAN 45 DEGREES SHOULD BE AVOIDED IN JOINTS AT INTERSECTIONS AND RADIUSES TO PREVENT CRACKED AND BROKEN CORNERS AND SLIVERS UNDER TRAFFIC.

5.4.1.1 SAWED JOINTS:
FORM CONTRACTION JOINTS USING AN EARLY-ENTRY DRY-SAW EQUIPPED OR EQUIVALENT WITH SHATTERPROOF ABRASIVE OR DIAMOND RIMMED BLADES. CUT JOINTS INTO CONCRETE PAVEMENTS AS SOON AS THE SURFACE WILL NOT RAVEL OR OTHERWISE DAMAGE BY THE CUTTING ACTION. JOINTS MUST BE COMPLETED BETWEEN 2 AND 8 HOURS AFTER PAVEMENT HAS BEEN PLACED. SAWCUT JOINTS TO BE ⅛" WIDE AND MIN. ¼ THE SLAB THICKNESS IN DEPTH.

5.4.1.2 HAND-FORMED:
CONTRACTION JOINTS MAY BE INSTALLED IN THE CONCRETE PAVEMENT WITH THE USE OF A MASON'S HAND GROOVER OR OTHER APPROVED GROOVING DEVICE WHILE THE CONCRETE IS IN THE PLASTIC STATE. THE BLADE OF THE HAND-GROOVER MUST BE OF SUFFICIENT DEPTH TO LEAVE A FINISHED JOINT GREATER THAN 'D'/5 AND LESS THAN 'D'/4. HAND-FORMED JOINTS MUST HAVE A FINISHED RADIUS ALONG THE JOINT EDGE EQUAL TO 1/8 IN.

5.4.2 CONSTRUCTION JOINTS:
PLACE FULL DEPTH CONSTRUCTION JOINTS AT THE ENDS OF CONCRETE PLACEMENT AND WHERE PAVING IS STOPPED FOR A PERIOD OF THIRTY MINUTES OR MORE. THICKEN EDGE 2" OVER 2' (SEE DETAIL).

5.4.3 ISOLATION JOINTS:
ISOLATION JOINT SHALL BE COLD JOINTS w/ NO JOINT FILLER OR SEALANT.

5.5 FINISHING:
FC&PA OR ACI CERTIFIED FINISHERS ARE REQUIRED. PERFORM CONCRETE FINISHING USING MACHINE AND/OR HAND TOOLS AS REQUIRED. ADDING WATER TO THE SURFACE OF THE CONCRETE TO ASSIST IN FINISHING OPERATIONS SHALL NOT BE PERMITTED. A UNIFORM, NON-SLIP FINISH SHALL BE PROVIDED BY BRUSHING THE SURFACE WITH A STIFF-BRISTLED BROOM. DO NOT PERFORM ANY FINISHING OPERATIONS WHILE BLEEDWATER IS ON THE SURFACE.

5.6 CURING:
CONCRETE SHALL BE CURED TO PROTECT IT AGAINST LOSS OF MOISTURE AND MECHANICAL INJURY FOR AT LEAST 5 DAYS AFTER PLACEMENT. A PIGMENTED LIQUID CURING MEMBRANE SHALL BE APPLIED IMMEDIATELY AFTER THE FINISHING OPERATION.

5.7 OPENING TO TRAFFIC:
UNLESS AUTHORIZED BY THE ENGINEER OF RECORD IN WRITING, AUTOMOBILE TRAFFIC SHALL NOT BE ALLOWED ON THE PAVEMENT UNTIL THE CONCRETE IS 5 DAYS OLD AND 7 DAYS FOR OTHER TRAFFIC. THIS DOES NOT INCLUDE SAWING AND SEALING EQUIPMENT OR OTHER LIGHT MISCELLANEOUS EQUIPMENT.

6.0 EVALUATION AND ACCEPTANCE OF PAVEMENT

6.1 TESTING AND INSPECTIONS:
SHALL BE PERFORMED BY A TESTING AGENCY CURRENTLY ACCREDITED BY THE CONCRETE MATERIALS ENGINEERING COUNCIL (CMEC), NVLAP OR OTHER ACCREDITATION AUTHORITY OF EQUAL STANDING, ON THE BASIS OF ITS COMPLIANCE WITH THE REQUIREMENTS OF ASTM C 1077

6.2 SAMPLING AND TESTING CONCRETE:
SHALL BE PERFORMED BY ACI CERTIFIED CONCRETE FIELD TECHNICIANS GRADE I OR PERSONNEL WITH EQUIVALENT QUALIFICATIONS.

6.3 SAMPLING PROCEDURE:
OBTAIN RANDOM SAMPLE IN ACCORDANCE WITH ASTM C 72, "METHOD OF SAMPLING FRESH CONCRETE," RECORD TIME BATCHED AND TIME SAMPLED, WATER ADDITIONS AT THE SITE, STRENGTH CLASS, THE DELIVERY TICKET NUMBER, THE CONCRETE SUPPLIER'S MIX DESIGNATION AND THE LOCATION OF THE CONCRETE IN THE WORK. SLUMP TEST (1) FOR EACH 5,000 SQ. FT. (OR PER PLACEMENT IF LESS THAN 5000 SQ. FT.).CYCLINDERS (4) FOR EACH 5,000 SQ. FT.

6.4 STRENGTH TESTS:
OBTAIN ONE STRENGTH TEST FOR EACH 150 CUBIC YARDS OF CONCRETE PLACED. CYLINDERS/BEAMS SHALL BE CASTED, CURED AND TRANSPORTED IN ACCORDANCE WITH ASTM C 31 "LABORATORY CURED SPECIMENS."

6.4.1 PERFORM SLUMP AND AIR TESTS WITH EACH SET OF STRENGTH TEST CYLINDERS. CONFORM TO METHOD LISTED IN ASTM C 94 "METHODS OF SAMPLING AND TESTING."

6.5 ACCEPTANCE OF CONCRETE STRENGTH:
THE STRENGTH LEVEL OF THE CONCRETE SHALL BE CONSIDERED SATISFACTORY IF THE AVERAGES OF ALL SETS OF THREE CONSECUTIVE STRENGTH TESTS OF AN INDIVIDUAL CLASS OF CONCRETE EQUAL OR EXCEED THE SPECIFIED STRENGTH AND NO INDIVIDUAL STRENGTH TEST RESULT FALLS BELOW THE SPECIFIED STRENGTH BY MORE THAN 500 PSI.

6.5.1 STRENGTH TEST FAILURE:
IF AN INDIVIDUAL STRENGTH TEST RESULT FALLS BELOW THE SPECIFIED STRENGTH BY MORE THAN 500 PSI, DETERMINE THE APPROXIMATE LOCATION AND STRENGTH CONCRETE REPRESENTED BY THE TEST BY A METHOD LISTED IN ASTM C 823, SUCH AS PENETRATION RESISTANCE, ASTM C 803, OR REBOUND NUMBER, ASTM C 805. IF PRESENCE OF UNDER-STRENGTH CONCRETE IS CONFIRMED, OBTAIN THREE CORES FROM THE CONCRETE IN QUESTION IN ACCORDANCE WITH ASTM C 42.

6.5.2 CORE TESTS AND THEIR EVALUATION:
STRENGTH SHALL BE CONSIDERED ADEQUATE, IF THE AVERAGE STRENGTH OF THREE CORES REPRESENTING THE CONCRETE IN QUESTION EQUALS AT LEAST 85% OF THE REQUIRED STRENGTH AND IF NO INDIVIDUAL CORE STRENGTH IS LESS THAN 78% OF THE REQUIRED STRENGTH.

6.6 TEST REPORTS:
PROMPTLY REPORT ALL CONCRETE TEST RESULTS TO THE OWNER/AGENT, THE CONTRACTOR AND THE CONCRETE SUPPLIER. REPORT SHALL INCLUDE METHOD OF INITIAL CURING AND DATE SPECIMENS ARE RECEIVED AT THE LABORATORY.

6.7 TOLERANCE IN PAVEMENT THICKNESS:
BEFORE FINAL ACCEPTANCE OF THE PAVEMENT, AT THE OPTION OF THE OWNER, ITS THICKNESS MAY BE DETERMINED BY CORING AT RANDOM LOCATIONS IN EACH PLACED STRIP SO THAT A CORE REPRESENTS AN AREA NOT EXCEEDING 2,500 SQUARE YARDS. THE DEPTH OF EACH CORE SHALL BE DETERMINED BY AVERAGE MEASUREMENTS OF THE CORE IN ACCORDANCE WITH AASHTO T-148. REFER TO ACI 330.1 FOR ACCEPTABLE TOLERANCES.

WATER AND SEWER NOTES

GENERAL NOTES:

1. ALL CONSTRUCTION MATERIALS, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.

2. THE CONTRACTOR SHALL FURNISH RECORD DRAWINGS INFORMATION TO THE ENGINEER OF INCLUDING LOCATION OF VALVES , FITTINGS , SERVICE CONNECTIONS, BLOWOFFS AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.

3. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTING HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.

4. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING, FOLLOWING TESTING AND STERILIZATION OF WATER LINE CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.

5. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

6. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.

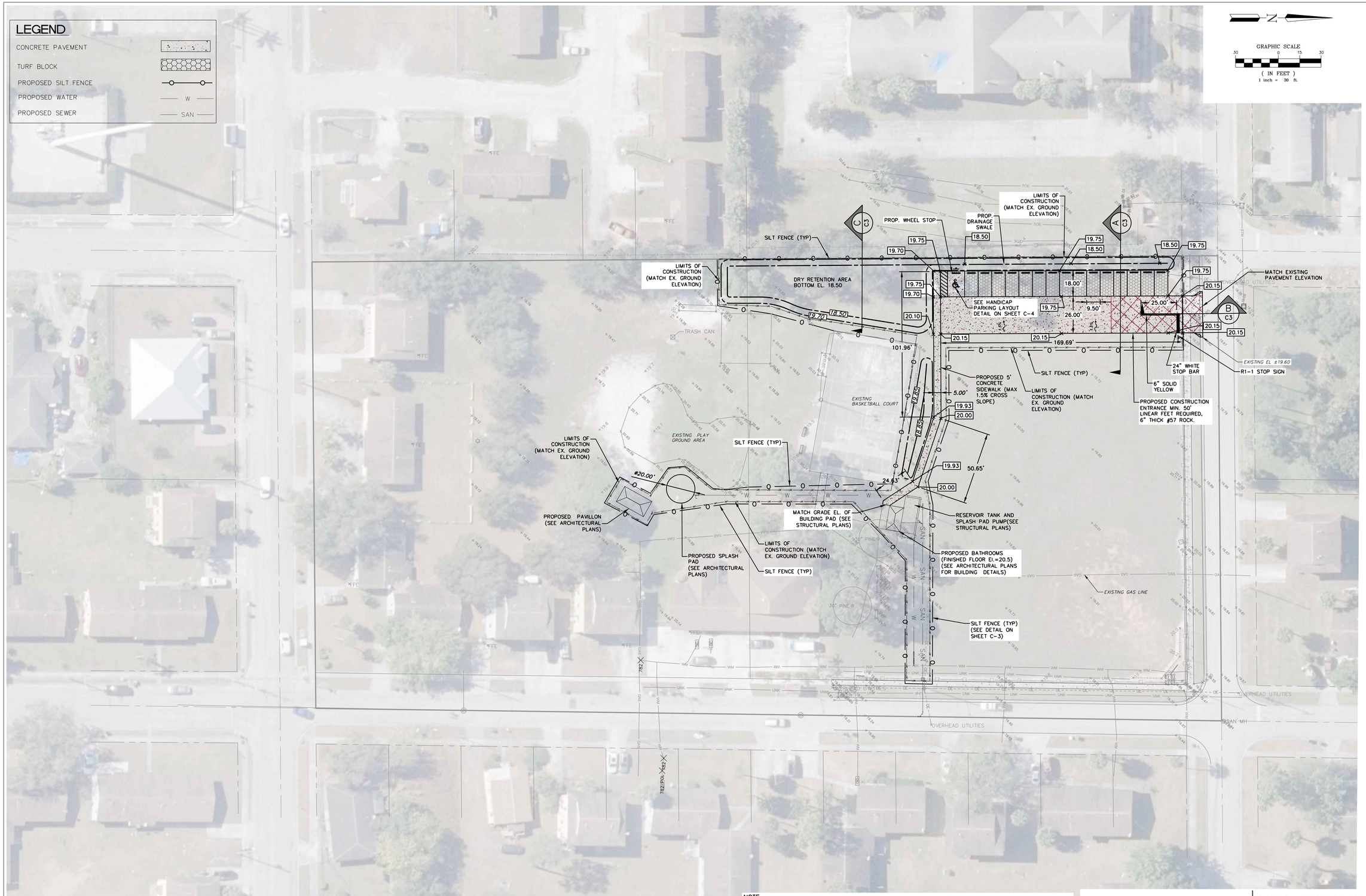
7. THE CONTRACTOR SHALL FURNISH RECORD DRAWINGS INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.

RECOMMENDED MAX. JOINT SPACINGS

PAVEMENT THICKNESS (INCHES)	RECOMMENDED MAXIMUM JOINT SPACING (FEET)
4.0	10
4.5	10
5.0	12
5.5	12
6.0	12

THOMAS EDWARD MUELLER LICENSE No. 58119 STATE OF FLORIDA PROFESSIONAL ENGINEER

This item has been digitally signed and sealed by Thomas Mueller, P.E. on the date adjacent to the seal.



NOTE:
1. ELEVATIONS SHOWN ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, AS ESTABLISHED BY SLC BENCHMARK D-401, HAVING A PUBLISHED ELEVATION OF 23.523'. NAVD'88 = NGVD'29 - 1.493'.
2. SIDEWALKS ARE TO BE CONSTRUCTED WITH A MAXIMUM LONGITUDINAL SLOPE OF 5% AND MAXIMUM CROSS-SLOPE OF 1.5%.

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
321.799.2970 | www.cdeco.com
Registry 8072

DATE

DESCRIPTION

REV

COACH FENN PARK
N. 23RD ST. AND AVE. K, FORT PIERCE, FL 34947
CITY OF FORT PIERCE

SITE PLAN

THOMAS EDWARD MUELLER LICENSE No. 58119 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. PONCE
DESIGN	T. MUELLER
CHECK	T. MUELLER
FILE	

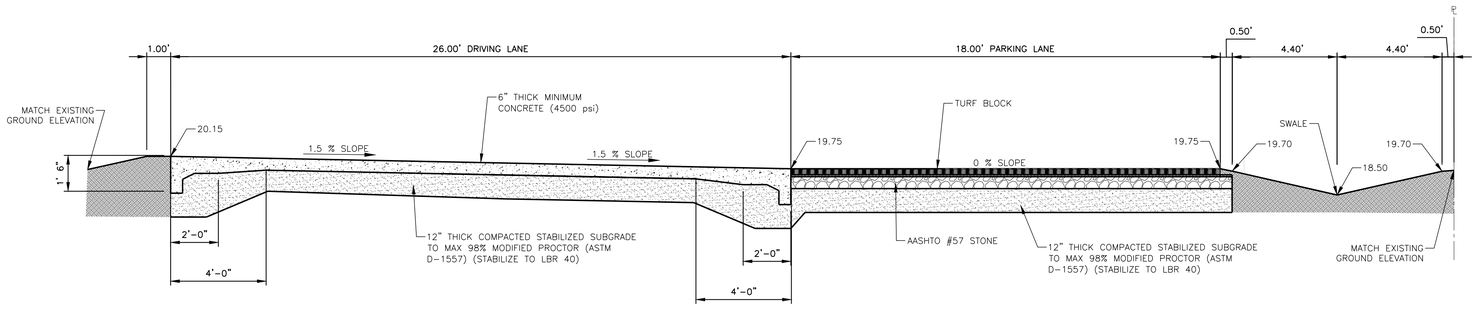
GM2
12798 W. Forest Hill Blvd., Suite 201
Wellington, FL 33414
CA #7969
Ph.: (561) 792-9000
Fax.: (561) 792-9901

PROJECT #25-063

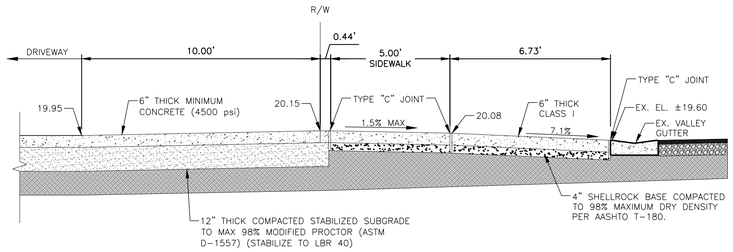
C2

SHEET 2 OF 5

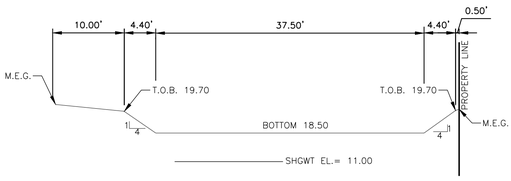
H:\Drawings\Coach Fenn Park (42765.00)(25-063)\09-WRK-DWGS\42765.00_SITE PLAN.dwg - Wednesday, January 14, 2026 5:48:31 PM



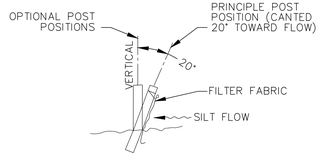
A C7 CROSS-SECTION
1"=30'-0"



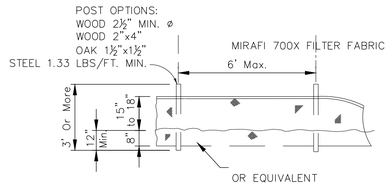
B C7 CROSS-SECTION
1"=30'-0"



C C7 CROSS-SECTION
1"=10'-0" (HORZ.)
SCALE : 1"=5'-0" (VERT.)

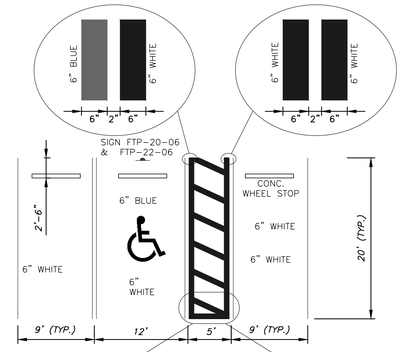


SILT FENCE SECTION
NTS



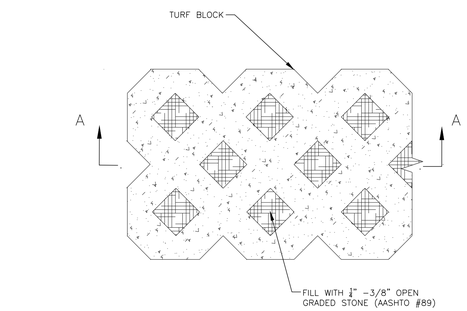
NOTE: SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

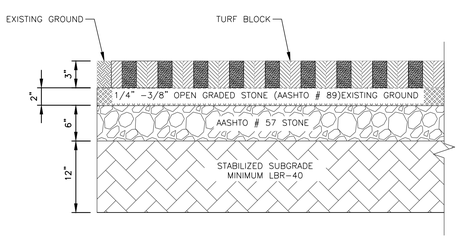
SILT FENCE ELEVATION
NTS



NOTE: ALL SLOPES NOT EXCEED 2.0%

HANDICAP PARKING LAYOUT
N.T.S.

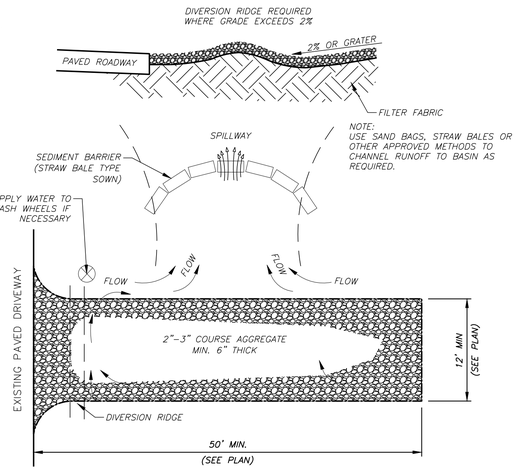




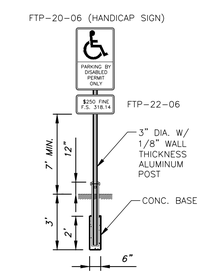
SECTION A-A

TURF BLOCK DETAIL

NOTES:
1. 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.
2. WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.
3. 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.



TEMPORARY GRAVEL CONSTRUCTION ENTRANCE
N.T.S.



TYPICAL SIGN INSTALLATION
N.T.S.

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2725 Center Place
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321.799.2970 | www.cdeco.com
Registry 8072

DATE | DESCRIPTION | REV

COACH FENN PARK
N. 23RD ST. AND AVE. K, FORT PIERCE, FL 34947
CITY OF FORT PIERCE

CROSS SECTIONS AND DETAILS

THOMAS EDWARD MUELLER LICENSE No. 58119 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. PONCE
DESIGN	T. MUELLER
CHECK	T. MUELLER
FILE	

GM2
12798 W. Forest Hill Blvd., Suite 201
Wellington, FL 33414
CA #7969
Ph.: (561) 792-9000
Fax.: (561) 792-9901

PROJECT #25-063

C3

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Melbourne, FL 32940
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Registry 8072

REV	DESCRIPTION	DATE

COACH FENN PARK
N. 23RD ST. AND AVE. K, FORT PIERCE, FL 34947
CITY OF FORT PIERCE

WATER AND SEWER PLAN

THOMAS EDWARD MUELLER
LICENSE
No. 58119
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. PONCE
DESIGN	T. MUELLER
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12798 W. Forest Hill Blvd., Suite 201
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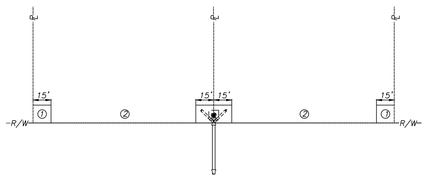
PROJECT #25-063

C4

\\Gm2ogafs01\og&a3\Drawings\Coach Fenn Park (42765.00)(25-063)\09-WRK-DWGS\42765.00_WATER AND SEWER PLAN.dwg - Wednesday, January 14, 2026 6:02:42 PM

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

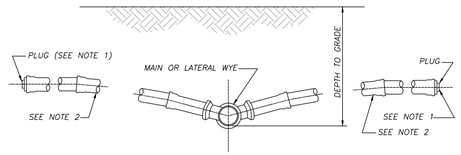


NOTES:

1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. SEWER LATERAL, AREA ① , SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. AS THE BEST LOCATION FOR THE LATERAL. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO LATERALS CAN BE CONNECTED IN A "Y" CONFIGURATION AS SHOWN.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. SEWER LATERAL, WITHIN AREA ① , THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ② .
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF SIX FEET AND PREFERABLY 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.)

FPUA COMMUNITY PROUD	WASTEWATER SERVICE PLACEMENT POLICY	S-1
02-06 02-15 SLL DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JJM SEWER DETAIL 200602.DWG DRAWN BY: SCALE: SLL N.T.S. APPROVED: DATE: JLC 2010	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 1 OF 1	

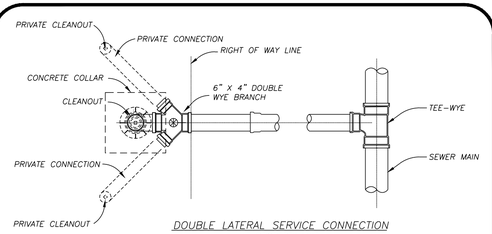


NOTES:

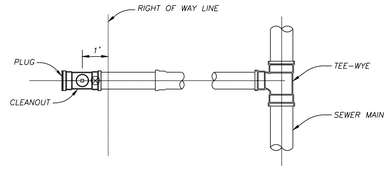
1) BALL TYPE WASTEWATER LOCATOR BY 3M CORP. OR APPROVED EQUAL.
2) MINIMUM SLOPE OF 1/8" PER FOOT, USE GREATER SLOPE WHERE POSSIBLE.
3) SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT.
4) INSTALL CLEANOUT AT THE PROPERTY LINE. REFER TO DETAIL S-1 FOR SPECIFIC PROPERTY LAYOUT.

SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	SERVICE CONNECTION WASTEWATER	S-2
02-06 DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JLC SEWER DETAIL 200602.DWG DRAWN BY: SCALE: SLL N.T.S. APPROVED: DATE: JLC 2015	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 1 OF 1	



DOUBLE LATERAL SERVICE CONNECTION
AT PROPERTY LINE



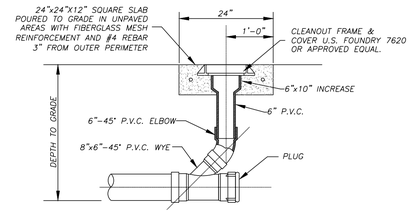
SINGLE SERVICE LATERAL CONNECTION

⊛ = BALL TYPE WASTEWATER LOCATOR INSTALLED ABOVE THIS POINT. BALL BY 3M CORP. OR APPROVED EQUAL

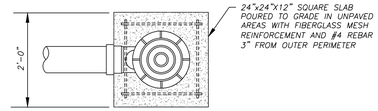
SERVICE LATERAL SHALL TERMINATE WITH A CLEANOUT

SERVICE CONNECTION
(N.T.S.)

FPUA COMMUNITY PROUD	SERVICE CONNECTION WASTEWATER	S-3
02-06 DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JLC SEWER DETAIL 200602.DWG DRAWN BY: SCALE: SLL N.T.S. APPROVED: DATE: JLC 2010	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 1 OF 1	



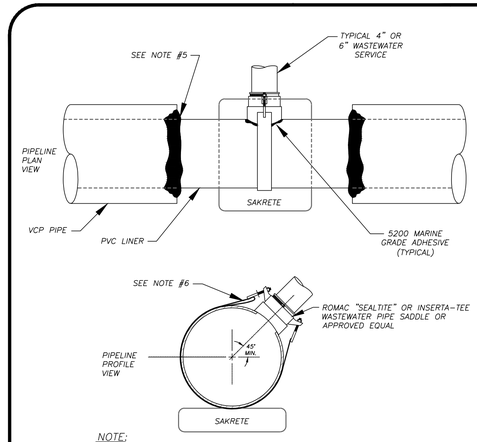
SECTION



PLAN

TERMINAL CLEANOUT DETAIL (COMMERCIAL)
(N.T.S.)

FPUA COMMUNITY PROUD	TERMINAL CLEANOUT DETAIL WASTEWATER	S-4B
10-06 DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JLC SEWER DETAIL 200602.DWG DRAWN BY: SCALE: SLL N.T.S. APPROVED: DATE: JLC 2010	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 2 OF 3	

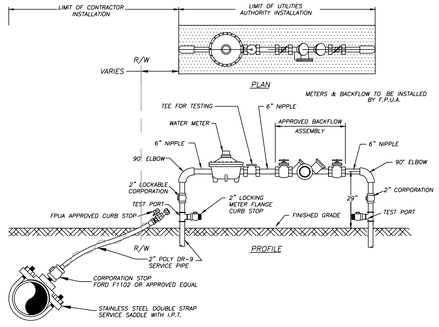


NOTE:

1) INSERTA-TEE'S ARE NOT TO BE USED DURING NEW CONSTRUCTION.
2) INSERTA-TEES ARE ONLY APPROVED FOR INSTALLATION ON 24" AND LARGER SEWER MAINS.
3) ROMAC SADDLE SHALL BE USED AS A TEMPLATE FOR DETERMINING HOLE SIZE AND LOCATION.
4) 5200 MARINE GRADE ADHESIVE SHALL BE USED TO SEAL ROMAC GASKET TO LINER
5) SEAL EXPOSED LINER TO VCP WITH HYDRAULIC CEMENT.
6) ENSURE TO FOLD STRAP BACK AGAINST ITSELF PLACING FREE END BETWEEN STRAP AND PIPE. ON SMALL PIPE, IT MAY BE NECESSARY TO FOLD END TWICE.

WASTEWATER SERVICE DETAIL
(FOR LINED SEWER MAIN)
(N.T.S.)

FPUA COMMUNITY PROUD	WASTEWATER SERVICE DETAIL (FOR LINED SEWER MAIN)	S-5
06-2012 JLC Dept DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JJM SEWER DETAIL 200602.DWG DRAWN BY: SCALE: SLL N.T.S. APPROVED: DATE: JLC 2010	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 1 OF 1	

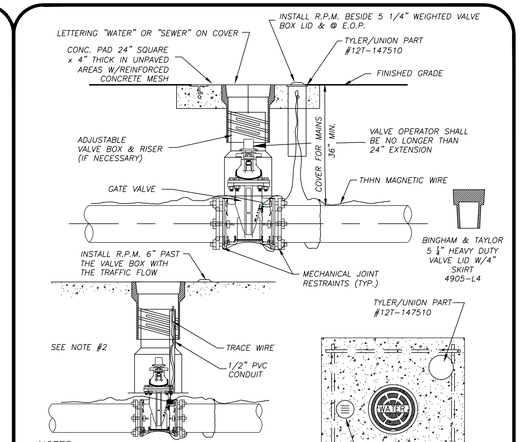


NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

FPUA COMMUNITY PROUD	WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" DR LESS)	W-8
06-24 DESIGN CTR JB DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JLC WATER DETAILS 200602.DWG DRAWN BY: SCALE: SLL N.T.S. APPROVED: DATE: JLC 2010	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 1 OF 1	



NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL
N.T.S.

FPUA COMMUNITY PROUD	TYPICAL GATE VALVE & VALVE BOX DETAIL	M-6
03-09 CONCRETE SLAB SLL JLC DATE: REVISION: BY: APPD: DESIGNED: COMPUTER FILE # JJM MISC. DETAILS 200602.DWG DRAWN BY: SCALE: SLL APPROVED: DATE: JLC 2015	WATER/WASTEWATER ENGINEERING FT. PIERCE UTILITIES AUTHORITY SHEET 1 OF 1	

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Registry 8072

DATE | DESCRIPTION | REV

COACH FENN PARK
N. 23RD ST. AND AVE K, FORT PIERCE, FL 34947
CITY OF FORT PIERCE

WATER AND SEWER DETAILS

THOMAS EDWARD MUELLER LICENSE No. 58119 ★ STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. PONCE
DESIGN	T. MUELLER
CHECK	T. MUELLER
FILE	

C5

SHEET 5 OF 5

GM2
12798 W. Forest Hill Blvd., Suite 201
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PROJECT #25-063

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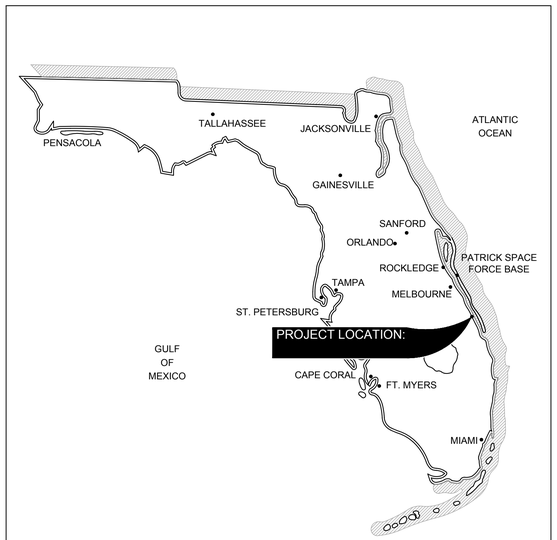
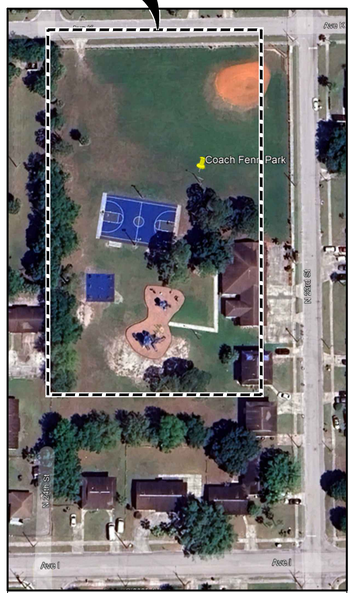
COACH FENN PARK IMPROVEMENT

2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE
PERMIT SET
01/16/2026



CITY LOCATION
N.T.S.

PROJECT LOCATION



VICINITY STREET MAP
N.T.S.

DRAWING INDEX

REV	INDEX	DRAWING	DESCRIPTION	ISSUE FOR PERMIT 01/14/2026				
	--	G-001	COVER SHEET AND INDEX					
	--	C1	GENERAL NOTES					
	--	C2	SITE PLAN					
	--	C3	CROSS SECTIONS AND DETAILS					
	--	C4	WATER AND SEWER PLANS					
	--	C5	WATER AND SEWER DETAILS					
	--	S-001	ABBREVIATIONS AND GENERAL NOTES					
	--	S-100	SITE PLAN					
	--	S-101	FLOOR PLANS AND SECTIONS					
	--	S-501	VAK PAK & TANK DETAILS					
	--	S-102	CLADDING & ELEVATIONS PREFABRICATED BUILDING					
	--	S-502	CHAINLINK FENCE DETAILS					
	--	P-001	PLUMBING ABBREVIATIONS, LEGEND AND NOTES					
	--	P-101	PLUMBING PLAN					
	-	P-102	SPLASH PAD LAYOUT PLAN					
	--	E-001	ELECTRICAL ABBREVIATIONS, LEGENDS AND NOTES					
	--	E-101	RESTROOM AND SPLASH PAD EQUIPMENT YARD POWER PLAN					
	--	E-601	SCHEDULE AND RISER DIAGRAM					

APPLICABLE CODES

STRUCTURAL

FLORIDA BUILDING CODE: BUILDING, 8TH EDITION (2023)
ACI 318-19: BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE AND COMMENTARY
ACI 301-20: SPECIFICATIONS FOR STRUCTURAL CONCRETE
AISC 360-22: SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS
ASTM A36: STANDARD SPECIFICATION FOR CARBON STRUCTURAL STEEL
ASTM A992: STANDARD SPECIFICATION FOR STRUCTURAL STEEL SHAPES
AWS D1.1/D1.1M-2020: STRUCTURAL WELDING CODE – STEEL

PLUMBING

FLORIDA BUILDING CODE: PLUMBING, 8TH EDITION (2023)
FLORIDA BUILDING CODE: FUEL GAS, 8TH EDITION (2023)

ELECTRICAL

NATIONAL ELECTRICAL CODE (NEC), 2023 EDITION
FLORIDA BUILDING CODE: BUILDING, 8TH EDITION (2023), CHAPTER 27 - ELECTRICAL

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Registry 8072

DATE | DESCRIPTION | REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

COVER SHEET AND INDEX

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

JUAN PABLO PINHEIROS LICENSE No 72730 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. BECK
DESIGN	J. PINHEIROS
CHECK	M. CHARMBURY
FILE	G-001.dwg

G-001

X:\Projects\60263 - City_of_Ft_Pierce_Cont_Services\0002_Coach Fenn Park\2.6_CAD\1 - 60263\Sheets\G-001.dwg 1/14/2026 6:03:36 PM Printed By:Lance Beck

ELECTRICAL ABBREVIATION LIST

(SOME MAY NOT BE USED)

A	AMPERES
AC	ABOVE COUNTER
A/C	AIR CONDITIONER
ACT	ACOUSTIC CEILING TILE
ADA	AMERICAN DISABILITY ACT
AFF	ABOVE FINISH FLOOR
AHU	AIR HANDLING UNIT
ATS	AUTOMATIC TRANSFER SWITCH
AFG	ABOVE FINISHED GRADE
AWG	AMERICAN WIRE GAUGE
APPROX	APPROXIMATELY
ARCH	ARCHITECTURAL, ARCHITECT
BC	BELOW COUNTER
BLDG	BUILDING
BU	BUILT UP
C	CONDUIT
COMM	COMMUNICATIONS
CU	COPPER
CL	CLEAR/CLEARANCE
℄	CENTER LINE
CO	COMPANY
CONT	CONTINUOUS
COORD	COORDINATE
CT	COOLING TOWER
CWP	CHILLED WATER PUMP
DEG	DEGREE
DEMO	DEMOLITION
DEP	DEPARTMENT
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DIST	DISTANCE
DN	DOWN
DR	DRAIN
DS	DISCONNECT SWITCH
DWG	DRAWING
E	EXISTING
ECB	ENCLOSED CIRCUIT BREAKER
EF	EXHAUST FAN
ELEV	ELEVATION
ELEC	ELECTRICAL/ELECTRIC
EMH	ELECTRICAL MANHOLE
EMS	ENERGY MANAGEMENT SYSTEM
EMT	ELECTRICAL METALLIC TUBING
ENG	ENGINEER
EOR	ENGINEER OF RECORD
EQUIP	EQUIPMENT
EXCL	EXCLUDING
EXIST	EXISTING
EXT	EXTERIOR
EWC	ELECTRIC WATER COOLER
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FD	FLOOR DRAIN
FF	FINISHED FLOOR
FG	FINISHED GRADE
FL	FLOOR
FTL	FEED THRU LUGS
G	GROUND
GALV	GALVANIZED
GC	GENERAL CONTRACTOR
GEC	GROUND ELECTRODE CONDUCTOR
GF	GROUND FAULT
GFI	GROUND FAULT INTERRUPTER
GFCI	GROUND FAULT CIRCUIT INTERRUPTER
GND	GROUND
GRC	GALVANIZED RIGID CONDUIT
HORIZ	HORIZONTAL
HID	HIGH INTENSITY DISCHARGE
HP	HORSE POWER
HT	HEIGHT
HVAC	HEATING, VENTILATING AND AIR CONDITIONING
ID	INSIDE DIAMETER
IF	INSIDE FACE
IN	INCH
INT	INTERIOR
INV	INVERT
JST	JOIST
JT	JOINT
JBOX	JUNCTION BOX
KAIC	(THOUSAND) AMPERE INTERRUPTING CAPACITY
KCMIL	THOUSANDS OF CIRCULAR MILS
KVA	KILOVOLT-AMPERES
KW	KILOWATT
L	LENGTH
LB	LOAD BANK
LC	LIGHTING CONTACTOR
LED	LIGHT EMITTING DIODE
LFNC	LIQUID TIGHT FLEX NONMETALLIC CONDUIT
LTG	LIGHTING
MANUF	MANUFACTURER
MAT	MATERIAL
MCB	MAIN CIRCUIT BREAKER
MCU	MASTER CONTROL UNIT
MDP	MAIN DISTRIBUTION PANEL
MECH	MECHANICAL
MH	MANHOLE/METAL HALIDE
MLO	MAIN LUG ONLY
MAX	MAXIMUM
MTD	MOUNTED
MIN	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
MTS	MANUAL TRANSFER SWITCH
MV	MEDIUM VOLTAGE
N	NUETRAL
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURER'S ASSOCIATION
NF	NON-FUSED
NFPA	NATIONAL FIRE PROTECTION ASSOCIATION
NIC	NOT IN CONTRACT
NL	NIGHT LIGHT
NO	NORMALLY OPEN
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OF	OUTSIDE FACE
OPNG	OPENING
ORIENT	ORIENTATION
P	POLE
PAC	PACKAGED AC UNIT
PAR	PARALLEL
PB	PULL BOX/PULL BUTTON
PNL	PANEL/PANELBOARD
PVC	POLYVINYL CHLORIDE
PVC40	PVC SCHEDULE 40
PWR	POWER
QTY	QUANTITY
R	EXISTING TO BE REPLACED /REMOVED
RA	ROOF ACCESS
RAD	RADIATOR
RD	ROOF DRAIN
REF	REFERENCE
RGS	RIGID GALVANIZED STEEL
REQ'D	REQUIRED
RM	ROOM
RMC	RIGID METAL CONDUIT
RSG	RIGID STEEL CONDUIT
SCH	SCHEDULE
SEC	SECURITY
SF	SUPPLY FAN
SIM	SIMILAR
SN	SOLID NEUTRAL
SP	SPACING
SPA	SPACE(S)
SPEC	SPECIFICATION
SPECS	SPECIFICATIONS
SQ	SQUARE
SS	STAINLESS STEEL
STD	STANDARD
SW	SWITCH
SWBD	SWITCHBOARD
SWGR	SWITCHGEAR
T/	TOP OF
T/S	TIMESWITCH
TEL	TELEPHONE
TTC	TELEPHONE TERMINAL CABINET
TEMP	TEMPORARY
TR	TRANSFORMER
TSP	TWISTED SHIELDED PAIR
TYP	TYPICAL
TV	TELEVISION
UC	UNDER COUNTER
UG	UNDERGROUND
UH	UNIT HEATER
UL	UNDERWRITER'S LABORATORIES
UON	UNLESS OTHERWISE NOTED
V	VOLTS
VOL	VOLUME
W	WIRE
W/	WITH
W/O	WITHOUT
W/W	WIREWAY
WH	WATER HEATER
WP	WEATHER PROOF
WT	WEIGHT
XFMR	TRANSFORMER
Y	WYE (CONNECTED)
Z	ZONE
3R	NEMA TYPE 3R
4X	NEMA TYPE 4X

ELECTRICAL LEGEND:

NOTE: NOT EVERY LEGEND SYMBOL IS USED IN THIS PROJECT.

SYMBOLS	DESCRIPTION
[Y]:[Z] [X]	1X4 LUMINAIRE X =LIGHT TYPE Y = PANEL NAME Z = CIRCUIT
[Y]:[Z] [X]	2X4 LUMINAIRE X = LIGHT TYPE Y = PANEL NAME Z = CIRCUIT
[Y]:[Z] [X]	2X4 LUMINAIRE CONNECTED TO EMERGENCY POWER X = LIGHT TYPE Y = PANEL NAME Z = CIRCUIT
[Y]:[Z] [X]	STRIP LIGHT X = LIGHT TYPE Y = PANEL NAME Z = CIRCUIT
[Y]:[Z] [X]	2x2 LUMINAIRE X = LIGHT TYPE Y = PANEL NAME Z = CIRCUIT
[Y]:[Z] [X]	EXIT SIGN, SHADED AREA SHOWS FACING DIRECTION OF EXIT SIGN X = LIGHT TYPE Y = PANEL NAME Z = CIRCUIT
	SWITCHBOARD
	PANELBOARD, 208Y/120V
	PANELBOARD, 480Y/277V
	DISTRIBUTION TRANSFORMER (VOLTAGE, PHASE, RATINGS AS INDICATED)
E	EQUIPMENT CONNECTION
E	EQUIPMENT DISCONNECT SWITCH
XXX / YYY XX	DISCONNECT SWITCH XXX = SIZE, YYY = FUSE (NF=NON-FUSED) XX = ENCLOSURE RATING. NEMA 1 OTHERWISE
M	ELECTRICAL SUB-METER
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
	GROUNDED CIRCUIT
	MOTOR
TV	TV OUTLET
D2	2-PORT OUTLET
D4	4-PORT OUTLET
WAP	2-PORT OUTLET FOR WAP (WIRELESS ACCESS POINT).
W	1-PORT OUTLET FOR WALL MOUNTED PHONE.
	FLOOR MOUNTED RECEPTACLE AND DATA OUTLET
W	WALL MOUNTED RECEPTACLE AND DATA OUTLET
[Y]-[Z]	POWER TAG Y = PANEL NAME Z = CIRCUIT
PNL-[Y]	PNL TAG Y = PANEL NAME
J	JUNCTION BOX
	2-PORT DATA OUTLET
	CEILING MOUNTED 2-PORT DATA OUTLET
	EMERGENCY PORTABLE GENERATOR HOOKUP
CR	CARD READER (INTERIOR)
CR	CARD READER WITH KEYPAD (EXTERIOR)
	SECURITY CAMERA
	HOMERUN TO PANEL. 2#12, #12 GND IN 3/4" CONDUIT, UNLESS OTHERWISE NOTED

ELECTRICAL LEGEND (CONT.):

SYMBOLS	DESCRIPTION
#	PHOTO CALLOUT
#	KEY NOTE IDENTIFIER
SS	SURGE SUPPRESSOR
OS	OCCUPANCY SENSOR WALL MOUNTED
OS	OCCUPANCY SENSOR CEILING MOUNTED
$, $3, $4, $K	SWITCH: SINGLE, 3-WAY, 4-WAY, KEY SWITCH
$D	SWITCH: DIMMER
	DUPLEX RECEPTACLE
	QUAD RECEPTACLE
GFI	GFI, DUPLEX RECEPTACLE
GFI WP	GFI, WATERPROOF HOUSING DUPLEX RECEPTACLE
FATC	FIRE ALARM TERMINAL CABINET
FACP	FIRE ALARM CONTROL PANEL
	HORN AND STROBE COMBINATION
S	SMOKE DETECTOR
F	FIRE ALARM PULL STATION
	STROBE
H	HEAT DETECTOR
S	DUCT SMOKE DETECTOR
S E	SMOKE DETECTOR. ELEVATOR RECALL
S SS	SINGLE STATION SMOKE DETECTOR AT GUEST ROOMS
FS	SPRINKLER SYSTEM FLOW SWITCH CONNECTION
TS	SPRINKLER SYSTEM TAMPER SWITCH CONNECTION
i	INPUT OR CONTROL RELAY
I	AREA OF RESCUE INTERCOM STATION
M	GUEST ROOM MINI-HORN
	ELECTROMAGNETIC DOOR HOLD OPEN DEVICE
	FLOOR MOUNTED DUPLEX RECEPTACLE
S	CEILING MOUNTED SPEAKER

GENERAL ELECTRICAL NOTES:

1. IT IS THE INTENT OF THESE CONTRACT DRAWINGS TO PROVIDE A COMPLETE AND WORKABLE FACILITY.
2. DESIGN DRAWINGS ARE DIAGRAMMATIC AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER SPECIFIC ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF THE WORK. SUCH WORK SHALL BE VERIFIED AT THE SITE. ADDITIONAL BENDS, OFFSETS, AND CONDUIT AS REQUIRED BY VERTICAL AND HORIZONTAL EQUIPMENT LOCATIONS OR OTHER JOB CONDITIONS, SHALL BE PROVIDED TO COMPLETE THE WORK AT NO ADDITIONAL COST TO THE OWNER.
3. EXCEPT WHERE SHOWN IN DIMENSIONAL DETAIL, THE LOCATIONS OF EQUIPMENT SHOWN ON PLANS ARE APPROXIMATE. SUCH ITEMS SHALL BE PLACED TO ELIMINATE INTERFERENCE WITH OTHER EQUIPMENT. THE EXACT LOCATIONS SHALL BE DETERMINED IN THE FIELD.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE 2023 EDITION OF THE NATIONAL ELECTRICAL CODE AND ALL APPLICABLE NATIONAL & LOCAL CODES.
5. MATERIALS SHALL BE LISTED BY THE UNDERWRITER'S LABORATORIES, INC. SHOULD PLANS AND CODES CONFLICT, CONTACT THE CONSTRUCTION MANAGER. MAKE NO CHANGES, EVEN IN CASE OF CONFLICT, WITHOUT FIRST OBTAINING THE APPROVAL OF THE CONSTRUCTION MANAGER.
6. ELECTRICAL EQUIPMENT OR EQUIPMENT WITH ELECTRICAL CIRCUITS SHALL BE GROUNDED IN ACCORDANCE WITH NFPA 70 ARTICLE 250. ALL NON-CURRENT CARRYING METALLIC PARTS SHALL BE GROUNDED. THE EQUIPMENT GROUNDING CONDUCTOR SHALL BE BONDED TO ALL ENCLOSURES AND BOXES IN WHICH IT TERMINATES OR PASSES THOUGH.
7. BONDING JUMPERS SHALL BE USED TO BOND CONDUIT TO ENCLOSURES, BOXES, AND EQUIPMENT WHERE CONCENTRIC OR ECCENTRIC KNOCKOUTS ARE USED.
8. EQUIPMENT SIZES INDICATED ARE MINIMUM, BEFORE INSTALLING ANY WIRE OR CONDUIT, THE SUBCONTRACTOR SHALL OBTAIN THE EXACT EQUIPMENT REQUIREMENTS AND SHALL INSTALL WIRE, CONDUIT, CIRCUIT BREAKERS AND OTHER ITEMS OF THE CORRECT SIZE FOR THE EQUIPMENT ACTUALLY INSTALLED. HOWEVER, WIRE AND CONDUIT SIZES FOR THE EQUIPMENT SHALL BE TAKEN AS A MINIMUM AND SHALL NOT BE REDUCED WITHOUT WRITTEN APPROVAL.
9. ALL WORK SHALL BE COORDINATED WITH THE CUSTOMER AND UTILITIES. THE INSTALLATION OF THE ELECTRICAL WORK SHALL BE COORDINATED WITH THE WORK OF THE OTHER TRADES.
10. THE INSTALLATION SHALL BE ACCOMPLISHED BY WORKERS SKILLED IN THIS TYPE OF WORK AND HAVING AN ELECTRICAL CONTRACTOR'S LICENSE.
11. THE CONTRACTOR SHALL INSTALL HIS WORK IN SUCH A MANNER AND AT SUCH A TIME AS WILL REQUIRE A MINIMUM OF CUTTING AND PATCHING OF THE BUILDING STRUCTURE.
12. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO PROTECT EXISTING UTILITIES FROM DAMAGE. THE CONTRACTOR SHALL BEAR ALL EXPENSE FOR REPAIR OR REPLACEMENT OF THE UTILITIES OR OTHER PROPERTY DAMAGED BY OPERATIONS IN CONJUNCTION WITH THE COMPLETION OF THIS WORK.
13. ALL BOLTS, NUTS, WASHERS, ETC. USED FOR GROUNDING AND BONDING CONNECTIONS SHALL BE SILICON BRONZE. CONTRACTOR SHALL UTILIZE CONNECTORS TO PREVENT GALVANIC ACTION.
14. ALL EXPOSED ELECTRICAL CONDUIT VULNERABLE TO MECHANICAL DAMAGE SHALL BE RIGID GALVANIZED STEEL, UNLESS NOTED OTHERWISE. ALL OTHER CONDUIT INSIDE FACILITY SHALL BE ELECTRICAL METAL TUBE (EMT). CONDUITS SHALL BE SUPPORTED BY SUITABLE CLAMPS, HANGERS OR STRAPS TO PROVIDE A RIGID INSTALLATION.
15. CONDUIT SUPPORTS SHALL NOT BE FASTENED OR ATTACHED TO OTHER PIPES. EMPTY CONDUIT SHALL BE THOROUGHLY SWABBED OUT WITH DRY SWAB TO REMOVE MOISTURE AND DEBRIS BEFORE WIRE IS DRAWN IN. END OF CONDUIT SHALL BE TIGHTLY PLUGGED UNTIL WIRE IS PULLED. NO CONDUIT SHALL BE LOCATED TO IMPAIR THE STRENGTH OF STRUCTURAL MEMBERS. MAKE CHANGES IN DIRECTION OF RUNS WITH SYMMETRICAL BENDS. DO NOT INSTALL CRUSHED OR DEFORMED CONDUITS. AVOID TRAPPED CONDUITS. PREVENT PLASTER, DIRT, OR TRASH FROM LODGING IN CONDUIT, BOXES, FITTINGS. FREE CLOGGED CONDUITS OF OBSTRUCTIONS.
16. CONTRACTOR SHALL PROVIDE ALL NECESSARY LUGS REQUIRED TO TERMINATE CONDUCTORS AS INDICATED ON THE CONTRACT DOCUMENTS.
17. PROVIDE A FIRE STOP SYSTEM FOR ALL PENETRATIONS THROUGH FIRE RATED ASSEMBLIES. FIRE STOP COMPOUND SHALL BE ONE-PART MATERIALS REQUIRING NO CRITICAL MIXING OR HEAT TO ACTIVATE THE SEAL. THE SYSTEM MUST MAINTAIN THE INTEGRITY OF THE RATED ASSEMBLY WHEN TESTED IN ACCORDANCE WITH ASTM E-814. REFER TO THE SPECIFICATIONS FOR ADDITIONAL INFORMATION. THE INSTALLATION SHALL BE MADE SO THAT THERE IS NO DEGRADATION OF THE DESIGNED FIRE RATINGS.
18. PRIOR TO CONSTRUCTION, CONTRACTOR SHALL SUBMIT FOR APPROVAL A DETAILED PLAN OF THE PROPOSED SEQUENCE OF WORK. PLAN SHALL IDENTIFY MAJOR CONSTRUCTION MILESTONES, PLANNED UTILITY OUTAGES AND ACTIVITIES REQUIRED BY THE OWNER.
19. MULTI-WIRE CIRCUITS PROHIBITED UNLESS OTHERWISE SPECIFICALLY NOTED.
20. CONTRACTOR SHALL SURVEY ALL UNDERGROUND UTILITIES BEFORE COMMENCEMENT OF ANY WORK.
21. ALL CONDUCTORS SHALL BE COPPER.

X = VIEW NUMBER
Z = SHOWN SHEET NUMBER
Y = CUT SHEET NUMBER

VIEW CALLOUT BUBBLE
N.T.S.

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
321.799.2970 | www.cdeco.com
Registry 8072

REV | DESCRIPTION | DATE

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

ELECTRICAL ABBREVIATIONS, LEGENDS AND NOTES

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

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CRAIG T. MARSHALL
LICENSE
No. 96473
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. BECK
DESIGN	C. MARSHALL
CHECK	M. CHARMBURY
FILE	E-001.dwg

E-001

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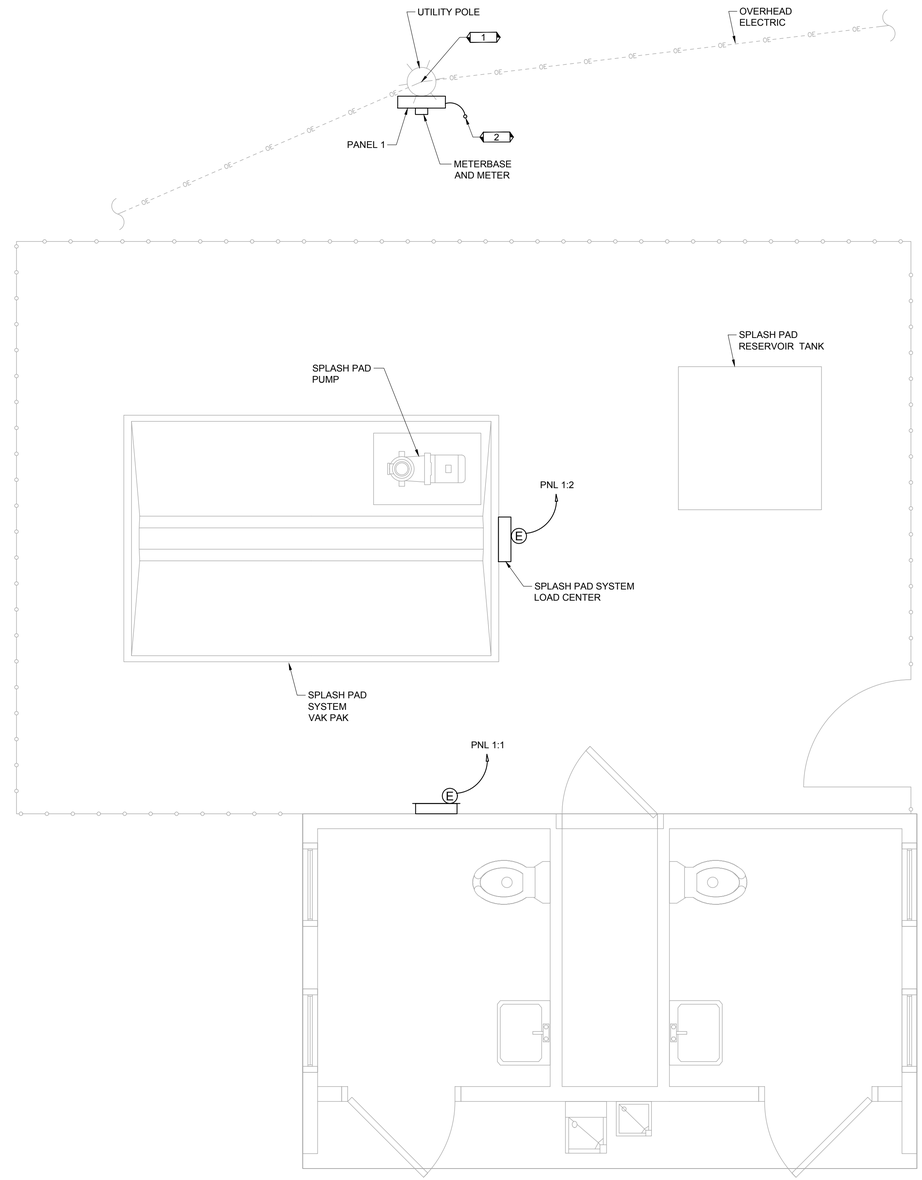

KEY NOTES: (#)

1. PROVIDE SPLICE OF EXISTING OVERHEAD LINE (#2 TRIPLEX). ROUTE (3) #2 IN MINIMUM 1" CONDUIT. CONNECT TO LINE SIDE LUGS OF PANEL'S MAIN CIRCUIT BREAKER. SEE "POWER RISER DIAGRAM", SHEET E-601. COORDINATE SPLICE, METER PROVISION, AND CONNECTION WITH LOCAL UTILITY COMPANY.
2. PROVIDE SERVICE GROUND AND GROUNDING ELECTRODE CONDUCTOR PER NEC ARTICLE 250.

N

RESTROOM AND SPLASH PAD EQUIPMENT YARD POWER PLAN

1/2" = 1'-0"

GRAPHIC SCALE

12" 0 1' 2' 3' 4' 5'

1/2"=1'-0"

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CITY OF FORT PIERCE

RESTROOM AND SPLASH PAD EQUIPMENT YARD POWER PLAN

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CHECK	M. CHARMBURY
FILE	E-101.dwg

E-101

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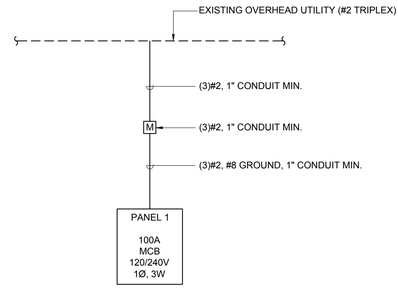
PANELBOARD 1 SCHEDULE

100 AMP BUS			100 AMP MCB 240 VOLTS 1 PH, 3 W, SN, MIN. 22 KAI									SURFACE MOUNTED
LOAD SERVED	LOAD AMPS		BKR	WIRE	CKT	PHASE		CKT	WIRE	BKR	LOAD AMPS		LOAD SERVED
	A	B	TRIP	SIZE	NO.	A	B	NO.	SIZE	TRIP	A	B	
RESTROOM	20.0		30	10	1			2	12	20	10.0		SPLASH PAD
BUILDING		20.0			3			4				10.0	SYSTEM
					5			6					
					7			8					
					9			10					
					11			12					
					13			14					
					15			16					
					17			18					
[redacted]					19			20					[redacted]
					21			22					
					23			24					
					25			26					
					27			28					
					29			30					
					31			32					
					33			34					
					35			36					
					37			38					
					39			40					
SUB-TOTAL AMPS	20.0	20.0									10.0	10.0	SUB-TOTAL AMPS
			TOTAL CONNECTED AMPS			*A: 30.0*				*B: 30.0*			
			FEED-THRU PANEL AMPS			*A:*				*B:*			
			PANEL TOTAL AMPS			*A: 30.0*				*B: 30.0*			



POWER RISER DIAGRAM
N.T.S.

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DATE
DESCRIPTION
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CITY OF FORT PIERCE

SCHEDULE AND RISER DIAGRAM

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CHRISTOPHER T. MARSHALL
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PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. BECK
DESIGN	C. MARSHALL
CHECK	M. CHARMBURY
FILE	E-601.dwg

E-601

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ABBREVIATIONS:

AB	-	ANCHOR BOLT	L	-	ANGLE
ALT	-	ALTERNATE	LG	-	LONG
APPROX	-	APPROXIMATELY	LP	-	LOW POINT
ARCH	-	ARCHITECTURAL	LLV	-	LONG LEG VERTICAL
B	-	BOTTOM	LLH	-	LONG LEG HORIZONTAL
BLDG	-	BUILDING	MFR	-	MANUFACTURER
BM	-	BEAM	MAS	-	MASONRY
BOTT	-	BOTTOM	MO	-	MASONRY OPENING
BRG	-	BEARING	MATL	-	MATERIAL
BRDG	-	BRIDGING	MAX	-	MAXIMUM
CB	-	CONCRETE BEAM	MB	-	MASONRY BEAM
C/C	-	CENTER TO CENTER	MECH	-	MECHANICAL
CH	-	CHANNEL	MEP	-	MECHANICAL/ELECTRICAL/PLUMBING
CIP	-	CAST IN PLACE	MF	-	MONOLITHIC POUR
CJ	-	CONTROL JOINT	MTL	-	METAL
CL	-	CENTERLINE	MIN	-	MINIMUM
CLR	-	CLEAR	MISC	-	MISCELLANEOUS
CMU	-	CONCRETE MASONRY UNIT	N	-	NEW
COL	-	COLUMN	NIC	-	NOT IN CONTRACT
CONC	-	CONCRETE	NTS	-	NOT TO SCALE
CONFIG	-	CONFIGURATION	O/C	-	ON CENTER
CONT	-	CONTINUOUS	OPNG	-	OPENING
CONTR	-	CONTRACTOR	PART	-	PARTITION
CORR	-	CORRUGATED	PC	-	PILE CAP
CTR	-	CENTER	PL	-	PLATE
DBL	-	DOUBLE	PLF	-	POUNDS PER LINEAR FOOT
DET	-	DETAIL	PSF	-	POUNDS PER SQUARE FOOT
DIA	-	DIAMETER	PSI	-	POUNDS PER INCH
DIM	-	DIMENSION	PT	-	POST TENSION/PRESSURE TREATED
DN	-	DOWN	R	-	RISER
DR	-	DOOR	REINF	-	REINFORCED
DWG	-	DRAWING	REM	-	REMAINDER
EA	-	EACH	REQ'D	-	REQUIRED
EF	-	EACH FACE	REV	-	REVISED/REVISION
EJ	-	EXPANSION JOINT	RM	-	ROOM
EL	-	ELEVATION	RO	-	ROUGH OPENING
ELECT	-	ELECTRICAL	RQMT	-	REQUIREMENT
ELEV	-	ELEVATOR	SCHED	-	SCHEDULE
EOS	-	EDGE OF SLAB	SECT	-	SECTION
EQ	-	EQUAL	SIM	-	SIMILAR
EW	-	EACH WAY	SJ	-	SAWCUT JOINT
E	-	EXISTING	SL	-	SLOPE
EXP	-	EXPANSION	SQ	-	SQUARE
Fe	-	FORCE	SP	-	SPIRAL
FIN	-	FINISH	SS	-	STAINLESS STEEL
FLR	-	FLOOR	STD	-	STANDARD
FND	-	FOUNDATION	SW	-	SHEARWALL/SHORT WAY
FOM	-	FACE OF MASONRY	STL	-	STEEL
FS	-	FAR SIDE	STRUCT	-	STRUCTURAL
FT	-	FOOT	SYM	-	SYMETRICAL
FTG	-	FOOTING	TB	-	TIE BEAM
GA	-	GAGE	TC	-	TIE COLUMN
GALV	-	GALVANIZED	TE	-	THICKENED EDGE
HC	-	HOLLOW CORE	THK	-	THICK
HDG	-	HOT DIPPED GALVANIZED	THRU	-	THROUGH OUT
HORIZ	-	HORIZONTAL	TOC	-	TOP OF CONCRETE
HP	-	HIGH POINT	T	-	TOP
IJ	-	ISOLATION JOINT	TEMP	-	TEMPERATURE
INFO	-	INFORMATION	TOS	-	TOP OF STEEL/SLAB
INT	-	INTERIOR	TR	-	TREAD
JST	-	JOIST	TYP	-	TYPICAL
JT	-	JOINT	UNO	-	UNLESS NOTED OTHERWISE
K	-	KIPS	VERT	-	VERTICAL
K/FT	-	KIPS PER FOOT	W/	-	WITH
KJ	-	CONST JOINT/KEYSTONE JOIST	WD	-	WOOD
			WWF	-	WELDED WIRE FABRIC

MISCELLANEOUS NOTES:

THE PROJECT OWNER / DEVELOPPER SHALL DESIGNATE A CONTACT PERSON WHO HAS THE AUTHORITY TO ACT ON BEHALF OF THE OWNER TO COORDINATE AND PROVIDE CONSISTENCY FOR ALL THE PLANS REQUIRED FOR THE PROJECT INCLUDING LANDSCAPING, GRADING, PEDESTRIAN PROTECTION, ARCHITECTURE, STRUCTURAL, ELECTRICAL, MECHANICAL AND PLUMBING.

GENERAL STRUCTURAL NOTES

A GENERAL REQUIREMENTS

1. CONSTRUCTION SHALL CONFORM TO THE LATEST EDITION OF THE FLORIDA BUILDING CODE 2023 (FBC) & HIGH VELOCITY WITH THE HURRICANE ZONE SECTIONS AS WELL AS ASCE 7-22 FOR WIND STANDARD.
2. THESE NOTES SHALL BE USED IN CONJUNCTION WITH THE SPECIFICATIONS ISSUED BY THE ENGINEER.
3. CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT JOB SITE PRIOR TO ORDERING ANY MATERIAL AND/OR COMMENCING WORK AND SHALL REPORT IN WRITING ANY DISCREPANCIES TO "CAPE DESIGN ENGINEERINGINC." HEREINAFTER CALLED "THE ENGINEER".
4. THE CONTRACTOR SHALL FULLY PROTECT ALL ADJACENT PROPERTIES BEFORE COMMENCING AY WORK.
5. CONTRACTOR SHALL PROVIDE BARRICADES AND PEDESTRIAN PROTECTION AS REQUIRED BY STATE AND LOCAL CODES.
6. CONTRACTOR SHALL CONSULT WITH REPRESENTATIVES OF CITY AND UTILITY COMPANIES CONCERNING AVAILABLE FACILITIES BEFORE COMMENCING WORK OR CONNECTING TO SEWER, PIPING OR WIRING, ETC., AND REPORT ANY PROBLEMS TO THE ENGINEER.
7. OMISSIONS OR CONFLICTS BETWEEN VARIOUS ELEMENTS OF THE DRAWINGS, NOTES, AND DETAILS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AND RESOLVED BEFORE PROCEEDING WITH THE WORK.
8. CONTRACTOR SHALL INSTALL TEMPORARY TOILETS BEFORE START OF JOB.
9. DRAWINGS TAKE PRECEDENCE OVER SPECIFICATIONS. DETAILED DRAWINGS AND SPECIFICATIONS TAKE PRECEDENCE OVER GENERAL DRAWINGS AND SPECIFICATIONS.
10. TYPICAL DETAILS SHOWN SHALL APPLY WHERE NO SPECIAL DETAIL IS SHOWN.
11. WRITTEN DIMENSIONS, NOT SCALED DIMENSIONS, SHALL BE USED.
12. WHERE A DETAIL, TYPICAL DETAIL, SECTION, TYPICAL SECTION, OR A NOTE IS SHOWN FOR ONE CONDITION, IT SHALL ALSO APPLY FOR ALL LIKE OR SIMILAR CONDITIONS UNLESS NOTED OTHERWISE.
13. TEMPORARY ERECTION BRACING AND SHORING SHALL BE PROVIDED AS REQUIRED ON ALL BEAMS, WALLS, ETC., ADEQUATE TO PROVIDE FULL STRUCTURAL STABILITY AND SAFETY. BRACING SHALL NOT BE REMOVED UNTIL THE ELEMENTS ARE FULLY CONNECTED AND ARE CAPABLE OF SUPPORTING THE DESIGN LOADS.
14. CONTRACTOR AGREES THAT HE SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD THE OWNER AND THE ENGINEER HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER OR THE ENGINEER.
15. ALL A.S.T.M. SPECIFICATIONS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH THE LATEST ISSUE OF THE A.S.T.M.
16. THE ENTIRE CONSTRUCTION SHALL COMPLY WITH STRUCTURAL INTEGRITY REQUIREMENTS ON ACI 318-19 CODE ARTICLE 7.13.
17. ALL REFERENCED STANDARDS REFER TO THE EDITION ENFORCED AT THE TIME THESE PLANS AND SPECIFICATIONS ARE ISSUED FOR PERMIT.
18. THE GENERAL CONTRACTOR SHALL RESTRICT AND PROPERLY ISOLATE ALL CONSTRUCTION EQUIPMENT AND LOADS FROM INDUCING OR TRANSMITTING VIBRATIONS TO THE STRUCTURE DURING CONSTRUCTION.
19. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR THE DISPOSAL OF ALL ACCUMULATED WATER FROM EXCAVATIONS AND DEWATERING OPERATIONS, PREVENTING INCONVENIENCE TO THE WORK AND/OR DAMAGE TO THE STRUCTURAL ELEMENTS.
20. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR UPDATING HIS CONSTRUCTION DOCUMENTS WITH ANY REVISED DRAWINGS AND SPECIFICATIONS, FIELD ORDERS, CHANGE ORDERS AND CLARIFICATION SKETCHES ISSUED DURING THE COURSE OF CONSTRUCTION.
21. "BY OTHERS" DENOTES LABOR AND MATERIALS BY OTHERS. HOWEVER THE GENERAL CONTRACTOR SHALL PROVIDE COORDINATION AND FREE ACCESS FOR SUCH WORK.
22. "N.I.C." STANDS FOR "NOT IN CONTRACT." THE OWNER SHALL BE RESPONSIBLE FOR COORDINATING A TIME SCHEDULE OF THE BASE CONTRACT WITH THE N.I.C. TRADES.
23. TEMPORARY BRACING SHALL BE PROVIDED AS REQUIRED TO HOLD ALL COMPONENTS OF THE STRUCTURE IN PLACE UNTIL FINAL SUPPORT IS PROPERLY ANCHORED AND SECURED.
24. THE CONTRACTOR SHALL SUPPLY ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES, INCLUDING WATER AND POWER NECESSARY FOR PROPER EXECUTION OF THE WORK SHOWN OR INDICATED ON THESE DRAWINGS. ALL MATERIALS SHALL BE NEW AND WORKMANSHIP SHALL BE OF GOOD QUALITY. ALL WORKMEN AND SUBCONTRACTORS SHALL BE SKILLED IN THEIR TRADE.
25. THE PREMISES SHALL BE KEPT FROM ACCUMULATION OF WASTE MATERIALS, AND DEBRIS. AT THE END OF THE JOB, THE CONTRACTOR SHALL REMOVE ALL RUBBISH, SURPLUS MATERIALS AND TOOLS, AND HE SHALL LEAVE THE BUILDING BROOM CLEAN.
26. SHOP DRAWINGS ARE AN AID FOR FABRICATION AND FIELD INSTALLATION, AND ARE SUPERSEDED BY THE STRUCTURAL DRAWINGS. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO MAKE CERTAIN THAT ALL CONSTRUCTION IS IN FULL AGREEMENT WITH THE LATEST STRUCTURAL DRAWINGS.
27. THE GENERAL CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR APPROVAL BEFORE FABRICATION OR ERECTION OR ANY STRUCTURAL SYSTEM.
28. THE CONTRACTOR SHALL SUPPLY THE ENGINEER WITH FIVE (3) COPIES OF SHOP DRAWINGS ALLOWING A MINIMUM OF TWO (2) WEEKS FOR REVIEW AND ACCEPTANCE. THE REVIEW OF SHOP DRAWINGS IS ONLY FOR GENERAL COMPLIANCE WITH THE STRUCTURAL DRAWINGS AND SPECIFICATIONS. THIS REVIEW DOES NOT GUARANTEE, IN ANY WAY, THAT THE SHOP DRAWINGS ARE CORRECT, NOR DOES IT INFER THAT THEY SUPERSEDE THE STRUCTURAL DRAWINGS.
29. STRUCTURAL DRAWINGS SHALL BE WORKED TOGETHER WITH ARCHITECTURAL, AIR CONDITIONING, MECHANICAL AND ELECTRICAL DRAWINGS TO LOCATE DEPRESSED SLAB, SLOPES, DRAINS, OUTLETS RECESSES, OPENINGS REGLETS, BOLT SETTINGS, SLEEVES, ETC. DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT/ENGINEER BEFORE PROCEEDING WITH THE WORK.
30. USE STRUCTURAL DRAWINGS IN CONJUNCTION WITH ALL OTHER DRAWINGS. COORDINATE THE WORK OF OTHER TRADES INCLUDING, BUT NO LIMITED TO THE REQUIREMENTS FOR SLEEVES, INSERTS, HOLES, HANGERS AND ANCHOR.
31. ELEVATIONS ON THE STRUCTURAL DRAWINGS AR NOTED AS (+/- 0'-0") REFERENCED TO THE FINISHED FIRST FLOOR ELEVATION DATUM. REFER TO THE CIVIL DRAWINGS FOR ACTUAL DATUM ELEVATION.
32. DETAILS ENTITLED OR NOTES AS "TYPICAL" APPLY NOT ONLY WHERE SPECIFICALLY INDICATED OR REFERENCED, BUT ALSO IN ALL OTHER CASES WHERE THE NATURE OF CONSTRUCTION REQUIRES THEIR USE. DETERMINE APPLICABILITY OR TYPICAL DETAILS FROM DESCRIPTIVE TITLES OR FROM SIMILARITY OF CONSTRUCTION CONDITION TO ANOTHER CONDITION WHERE THE DETAILS IS SPECIFICALLY INDICATED OR REFERENCED.
33. JOB SITE VISITS BY THE ENGINEER DO NOT CONSTITUTE AN OFFICIAL INSPECTION, UNLESS SPECIFICALLY CONTRACTED FOR. "THRESHOLD" INSPECTIONS AS REQUIRED BY THE LOCAL BUILDING DEPARTMENT SHALL BE UNDER A SEPARATE CONTRACT.

B DESIGN CRITERIA

1. STRUCTURAL DESIGN IS IN ACCORDANCE WITH THE FOLLOWING CODES AND SPECIFICATIONS:
   - A. FLORIDA BUILDING CODE 2023 (FBC).
   - B. ASCE 7-22, MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES.
   - C. ACI 318-19, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE.

2. DESIGN LOAD CRITERIA:

   A. LIVE LOADS (UNIFORM)

ROOF (NON-GREEN, INACCESSIBLE BY PUBLIC)	20 PSF

   B. DEAD LOADS

PREFABRICATED RESTROOM BUILDING	54.6 KIP
PUMP	0.1 KIP

   NOTE: LIVE LOAD REDUCTION WAS USED IN THE DESIGN OF THIS STRUCTURE.

   C. WIND LOAD:

	TYPICAL
BASIC WIND SPEED, V	159 MPH
OCCUPANCY CATEGORY	II
WIND DIRECTIONALLY FACTOR, Kd	0.85
WIND EXPOSURE CATEGORY	C
GUST EFFECT FACTOR, G	0.85
INTERNAL PRESSURE COEFFICIENTS, GCpi	±0.18

   NOTES:

   -STRENGTH DESIGN BASED ON 700-YEAR MEAN RECURRENCE INTERVAL.
   -DEFLECTION (SERVICEABILITY) DESIGN BASED ON 50-YEAR MEAN RECURRENCE INTERVAL.

C CONCRETE

CODE:

1. ALL CONCRETE SHALL BE MIXED, FORMED, FINISHED, CURED, AND PROTECTED IN CONFORMANCE WITH THE RECOMMENDATIONS OF THE PORTLAND CEMENT ASSOCIATION (PCA) AND THE AMERICAN CONCRETE INSTITUTE (ACI 318-19).
2. FORMWORK SHALL COMPLY WITH "RECOMMENDED PRACTICE FOR CONCRETE FORMWORK" (ACI 347R).
3. IN ORDER TO PREVENT SEGREGATION OF THE AGGREGATES, CONCRETE SHALL NOT BE DROPPED THROUGH REINFORCING STEEL SUCH AS IN WALLS, COLUMNS AND DROPPED CAPITALS. USE HOPPERS, CHUTES OR TRUNKS OF VARYING LENGTH SUCH THAT FREE UNCONFINED FALL OF THE CONCRETE DOES NOT EXCEED FOUR (4) FEET. SUFFICIENT NUMBER OF THESE TOOLS SHALL BE USED TO ENSURE THAT THE CONCRETE IS LEVEL AT ALL TIMES.
4. TRANSPORTING, PLACING, VIBRATING, CURING AND DEPOSITING OF CONCRETE SHALL COMPLY WITH THE ACI 301.
5. NO WATER SHALL BE ADDED TO THE CONCRETE MIX AT THE JOB SITE.
6. CONCRETE STRENGTH AT 28 DAYS SHALL BE AS FOLLOWS:

SLAB ON GRADE:	3000 PSI (U.O.N.)
FOUNDATION:	3000 PSI (U.O.N.)

MIX:

1. PORTLAND CEMENT SHALL CONFORM TO ASTM C150, TYPE II. MINIMUM COMPRESSIVE STRENGTH AT 28 DAYS SHALL BE AS SPECIFIED ON THE DETAIL DRAWINGS.
2. MIX DESIGNS SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO COMMENCEMENT OF ANY CONCRETE WORK.

STRUCTURAL SPECIAL INSPECTION NOTES:

(NON-THRESHOLD BUILDINGS)

1. GENERAL
   - 1.1. SPECIAL INSPECTIONS SHALL BE PROVIDED IN ACCORDANCE WITH THE FLORIDA BUILDING CODE (FBC), CHAPTER 17, AS APPLICABLE TO THE STRUCTURAL SYSTEMS USED IN THIS PROJECT.
   - 1.2. THIS STRUCTURE DOES NOT MEET THE DEFINITION OF A THRESHOLD BUILDING PER FBC SECTION 110.8, THEREFORE A THRESHOLD INSPECTION PLAN AND THRESHOLD INSPECTOR ARE NOT REQUIRED.
   - 1.3. SPECIAL INSPECTIONS IDENTIFIED HEREIN ARE REQUIRED DUE TO THE USE OF ENGINEERED STRUCTURAL SYSTEMS AND/OR MATERIALS REGULATED BY FBC CHAPTER 17.
2. SPECIAL INSPECTOR QUALIFICATIONS
   - 2.1. SPECIAL INSPECTIONS SHALL BE PERFORMED BY A QUALIFIED SPECIAL INSPECTOR APPROVED BY THE AUTHORITY HAVING JURISDICTION (AHJ).
   - 2.2. THE SPECIAL INSPECTOR SHALL BE INDEPENDENT OF THE CONTRACTOR AND SHALL HAVE APPROPRIATE CERTIFICATIONS AND EXPERIENCE FOR THE INSPECTED WORK.
3. REQUIRED STRUCTURAL SPECIAL INSPECTIONS
   SPECIAL INSPECTIONS ARE REQUIRED FOR THE FOLLOWING STRUCTURAL ELEMENTS, WHEN APPLICABLE:
   - A. CONCRETE CONSTRUCTION
     - VERIFICATION OF REINFORCING STEEL SIZE, SPACING, PLACEMENT, AND ANCHORAGE PRIOR TO CONCRETE PLACEMENT.
     - VERIFICATION OF CONCRETE PLACEMENT, CONSOLIDATION, AND CURING.
     - VERIFICATION OF CONCRETE STRENGTH TESTING (SAMPLING AND TEST REPORTS).
   - B. STRUCTURAL STEEL CONSTRUCTION
     - VERIFICATION OF MATERIAL IDENTIFICATION AND INSTALLATION.
     - INSPECTION OF BOLTED CONNECTIONS FOR PROPER BOLT TYPE, INSTALLATION, AND TIGHTENING.
     - INSPECTION OF WELDED CONNECTIONS, INCLUDING WELDING PROCEDURES, WELDER QUALIFICATIONS, AND VISUAL INSPECTION OF COMPLETED WELDS.
     - NONDESTRUCTIVE TESTING (NDT) ONLY IF SPECIFICALLY REQUIRED BY THE CONSTRUCTION DOCUMENTS.
   - C. COLD-FORMED STEEL FRAMING
     - INSPECTION OF MEMBER SIZES, SPACING, AND FASTENING.
     - VERIFICATION OF CONNECTIONS TO SUPPORTING STRUCTURAL ELEMENTS.
     - VERIFICATION OF BRACING, ANCHORS, AND HOLD-DOWNS.
   - D. WOOD STRUCTURAL ELEMENTS (ENGINEERED WOOD ONLY)
     - INSPECTION OF ENGINEERED WOOD PRODUCTS, INCLUDING TRUSSES, SHEAR WALLS, HOLD-DOWNS, AND ANCHORS.
     - VERIFICATION OF CONNECTOR TYPES, SIZES, AND INSTALLATION.
     - TRUSS INSPECTIONS SHALL COMPLY WITH APPROVED TRUSS SHOP DRAWINGS.
   - E. DEEP FOUNDATIONS / SPECIALTY FOUNDATIONS (IF APPLICABLE)
     - INSPECTION OF PILE INSTALLATION, DRILLED SHAFTS, OR OTHER SPECIALTY FOUNDATION SYSTEMS IN ACCORDANCE WITH APPROVED PLANS AND GEOTECHNICAL RECOMMENDATIONS.
4. OBSERVATION FREQUENCY
   - 4.1. SPECIAL INSPECTIONS SHALL BE PERIODIC, UNLESS OTHERWISE NOTED ON THE DRAWINGS.
   - 4.2. CONTINUOUS INSPECTION IS NOT REQUIRED UNLESS SPECIFICALLY STATED.
5. REPORTING REQUIREMENTS
   - 5.1. THE SPECIAL INSPECTOR SHALL SUBMIT WRITTEN INSPECTION REPORTS TO THE BUILDING OFFICIAL, ENGINEER OF RECORD (EOR), AND OWNER AT INTERVALS REQUIRED BY THE AHJ.
   - 5.2. ANY DISCREPANCIES OR NONCONFORMING WORK SHALL BE REPORTED IMMEDIATELY TO THE CONTRACTOR AND EOR FOR CORRECTIVE ACTION.
   - 5.3. A FINAL SIGNED AND SEALED SPECIAL INSPECTION REPORT SHALL BE SUBMITTED PRIOR TO FINAL INSPECTION AND CERTIFICATE OF OCCUPANCY.
6. CONTRACTOR RESPONSIBILITIES
   - 6.1. THE CONTRACTOR SHALL NOTIFY THE SPECIAL INSPECTOR IN ADVANCE OF WORK REQUIRING INSPECTION.
   - 6.2. WORK REQUIRING SPECIAL INSPECTION SHALL NOT PROCEED WITHOUT THE SPECIAL INSPECTOR PRESENT WHEN REQUIRED.
   - 6.3. CORRECTIVE WORK SHALL BE RE-INSPECTED AND DOCUMENTED.
7. ENGINEER OF RECORD
   THE ENGINEER OF RECORD SHALL REVIEW SPECIAL INSPECTION REPORTS AND PROVIDE CLARIFICATION OR DIRECTION AS REQUIRED TO MAINTAIN COMPLIANCE WITH THE APPROVED CONSTRUCTION DOCUMENTS AND THE FLORIDA BUILDING CODE.

SPECIAL INSPECTION MATRIX:

(NON-THRESHOLD BUILDINGS)

STRUCTURAL ELEMENT	CODE REFERENCE	INSPECTION TYPE	FREQUENCY
REINFORCING STEEL	FBC 1705.3	VISUAL VERIFICATION PRIOR TO PLACEMENT	PERIODIC
CONCRETE PLACEMENT	FBC 1705.3	PLACEMENT & CONSOLIDATION	PERIODIC
CONCRETE STRENGTH TESTING	FBC 1705.3	REVIEW OF TEST REPORTS	PERIODIC
STRUCTURAL STEEL – BOLTED CONNECTIONS	FBC 1705.2	BOLT TYPE & INSTALLATION	PERIODIC
STRUCTURAL STEEL – WELDED CONNECTIONS	FBC 1705.2	VISUAL WELD INSPECTION	PERIODIC
COLD-FORMED STEEL FRAMING	FBC 1705.1.2	MEMBER SIZE, SPACING, FASTENING	PERIODIC
ENGINEERED WOOD ELEMENTS	FBC 1705.1.1	HARDWARE & LOAD PATH	PERIODIC
TRUSS INSTALLATION	FBC 1705.1.1	CONFORMANCE TO SHOP DRAWINGS	PERIODIC
ANCHORS (STRUCTURAL LOADS)	FBC 1705.1.3	INSTALLATION & TESTING	PERIODIC
FINAL STRUCTURAL INSPECTION	FBC 1704	SUMMARY COMPLIANCE REVIEW	FINAL

E REINFORCEMENT STEEL

1. REINFORCING SHALL BE DEFORMED BILLET-STEEL BARS CONFORMING TO A615 A706, GRADE 60.
2. WELDED WIRE FABRIC SHALL CONFORM TO ASTM A185 AND IT SHALL BE SUPPORTED ON SLAB BOLSTERS. USE FLAT SHEETS ONLY.
3. REINFORCEMENT SHALL BE COLD BENT AND SHALL NOT BE WELDED WITHOUT WRITTEN APPROVAL FROM THE RESPONSIBLE SUN ENGINEERING CIVIL ENGINEER.
4. REINFORCEMENT SHALL BE CLEANED SO AS TO BE FREE OF OIL, DIRT, LOOSE RUST, SCALE OR OTHER COATINGS THAT WOULD DESTROY OR REDUCE THE BOND.
5. ALL REINFORCING SHALL BE DETAILED AND FABRICATED FOLLOWING THE REQUIREMENTS OF ACI 315. PLACING OF REBARS SHALL CONFORM TO "CRSI RECOMMENDED PRACTICES FOR PLACING REINFORCING BARS."
6. REBAR SHOP FABRICATION DRAWINGS TO BE PROVIDED FOR REVIEW BY ENGINEER PRIOR TO FABRICATION.
7. ALL REINFORCING BARS SHALL BE SECURELY HELD IN PLACE DURING CONCRETE POURING. IF REQUIRED, ADDITIONAL BARS SHALL BE PROVIDED BY THE CONTRACTOR TO FURNISH SUPPORT FOR THE BARS.
8. ALL REINFORCEMENT SHALL BE CONTINUOUS ACROSS CONSTRUCTION JOINTS.
9. NO DEVIATION FROM THE STRUCTURAL PLANS SHALL BE PERMITTED WITHOUT WRITTEN CONSENT OF THE STRUCTURAL ENGINEER. ALL REINFORCING DETAILS SHALL BE SUBMITTED TO THE ARCHITECT/ENGINEER FOR APPROVAL.
10. BAR SUPPORTS SHALL BE PLASTIC TIPPED FOR EXPOSED CONCRETE. LEGS OF FOUNDATION CHAIRS SHALL BE HOT-DIPPED GALVANIZED. PLASTIC "DONUT" SPACERS SHALL BE REQUIRED FOR STEEL AGAINST FORMS IN CONCRETE BEAMS AND WALLS.
11. ALL WALLS AND COLUMNS SHALL BE DOWELED INTO BOTTOM OF FOOTINGS, WALLS, BEAMS, OR SLABS WITH BARS OF SAME SIZE AND SPACING AS THE BARS ABOVE. USE A 30-BAR DIAMETER LAP EXCEPT WHERE SPECIFICALLY INDICATED. SHEAR WALLS SHALL BE LAPPED AS INDICATED ON PLANS.
12. VERTICAL WALL BARS SHALL BE SPLICED AT OR NEAR FLOOR LINES. SPLICE FOR TOP BARS IN SPANDREL BEAMS, WALLS, REGULAR BEAMS, GRADE BEAMS, ETC. (UNLESS NOTED OTHERWISE) SHALL BE AT CENTER OF SPAN; BOTTOM BARS SHALL BE SPLICED AT THE SUPPORT.
13. THE GENERAL CONTRACTOR AND STEEL DETAILER MUST MINIMIZE THE NUMBER OF STRUCTURAL COLUMN BAR SPLICES (LAP OR MECHANICAL) BY PLACING BAR LIFTS WITH A MINIMUM OF TWO-STORY HEIGHT. VERIFY WITH ENGINEER OF RECORD PRIOR TO FABRICATION.
14. CUTTING BARS WITH THE USE OF A TORCH IS NOT PERMITTED.
15. FIELD-BENDING OF BARS WITH THE USE OF A TORCH IS NOT PERMITTED.
16. REINFORCING IS DENOTED ON PLANS AS FOLLOWS:
    BOTTOM BARS _ _ _ _ _ _ (DASHED LINE)
    TOP BARS _____ (SOLID LINE)
17. REINFORCING ALLOWANCE: THE CONTRACTOR SHALL PROVIDE 20 TONS OF IN-PLACE STEEL REINFORCEMENT FOR THE ENGINEER TO USE AT HIS DISCRETION DURING CONSTRUCTION. THE CONTRACTOR SHALL GIVE CREDIT TO THE OWNER FOR ANY UNUSED PORTION OF THIS ALLOWANCE AT THE END OF THE PROJECT.
18. CONTRACTOR SHALL PROVIDE ADEQUATE PROTECTION TO ALL EXPOSED DOWEL BARS AT PILE CAPS. IF BARS CORRODE DUE TO LONG EXPOSURE TO THE WEATHER, DOWELS SHALL BE CLEANED BY SANDBLASTING OR ANY OTHER ENGINEER APPROVED MEANS. TO INSURE ITS INTEGRITY, CONTRACTOR SHALL HAVE THE OPTION OF USING EPOXY COATING BARS OR GALVANIZED BARS.

REINFORCEMENT COVER:

	MINIMUM COVER	TOLERANCE ±
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH	3"	3/8"
EXPOSED TO EARTH OR WEATHER:		
NO. 5 AND SMALLER BARS	2"	1/4"
NO. 6 AND LARGER BARS	3"	1/4"
NOT EXPOSED TO WEATHER OR IN CONTACT WITH GROUND:		
BALCONIES AND ROOF SLABS	1"	1/8"
STRUCTURAL SLABS AND WALLS	3/4"	1/8"
BEAMS AND COLUMNS (PRIMARY REINFORCEMENT, TIES, STIRRUPS AND SPIRALS)	1-1/2"	1/4"
SLABS ON GRADE		
TOP	2"	1/4"
BOTTOM BARS	3"	1/4"

REINFORCEMENT CONTINUITY:

1. UNLESS SHOWN OTHERWISE ON THE DESIGN DRAWINGS, ALL REINFORCEMENT SHALL BE PLACED CONTINUOUS BY LAP SPLICING. UNLESS DETAILED OTHERWISE ON DESIGN DRAWINGS ALL LAP SPLICES SHALL HAVE A MINIMUM LENGTH OF 36 BAR DIAMETERS. TERMINATE CONTINUOUS BAR ENDS WITH A STANDARD 90-DEGREE HOOK, U.O.N.

D SHOP DRAWINGS AND OTHER SUBMITALS

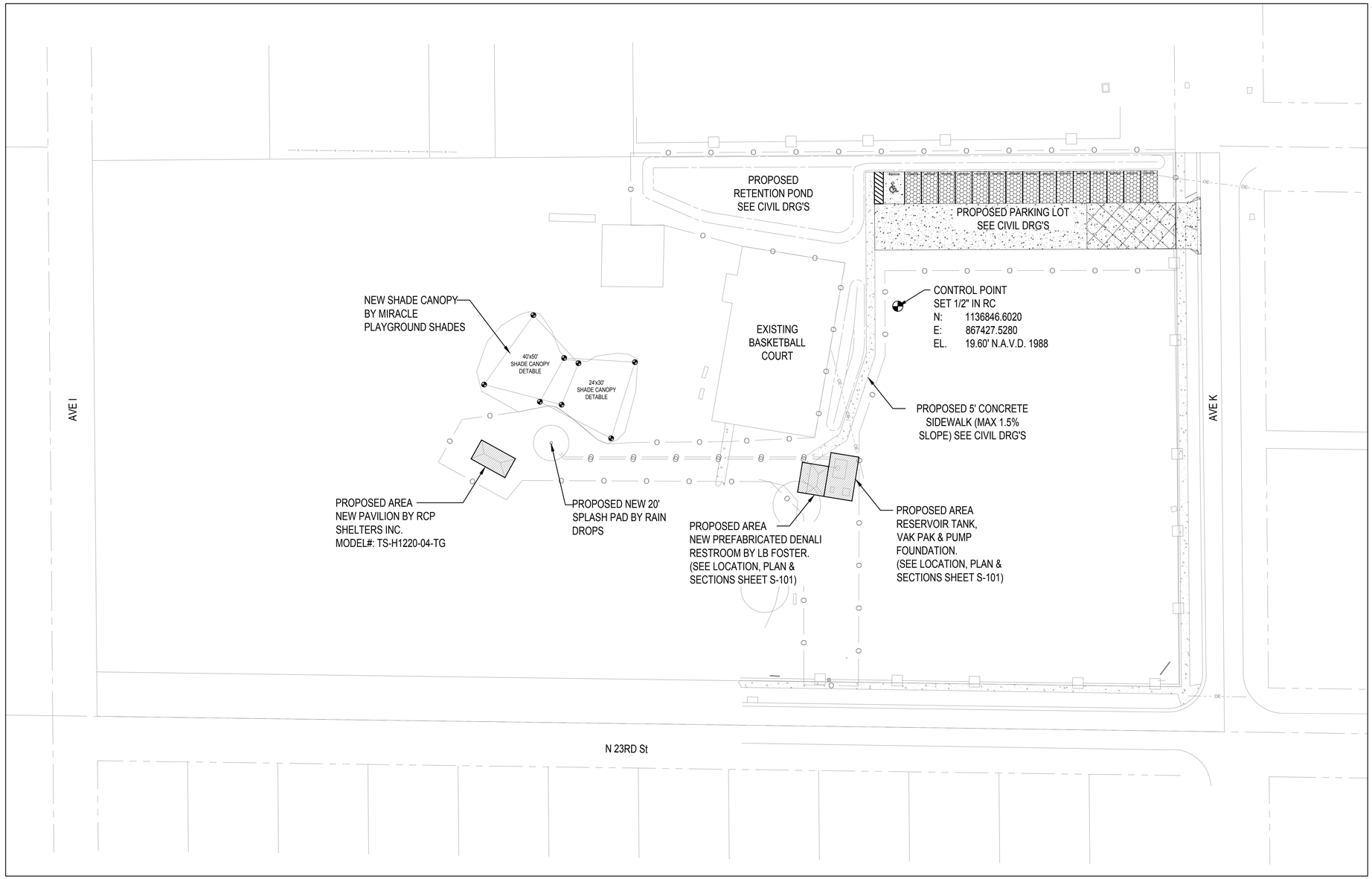
1. REVIEW OF SUBMITTALS BY THE STRUCTURAL ENGINEER IS FOR GENERAL CONFORMANCE WITH THE DESIGN CONCEPT AS PRESENTED BY THE CONTRACT DOCUMENTS. NO DETAILED CHECK OF QUANTITIES OR DIMENSIONS WILL BE MADE. ONLY THOSE SUBMITTALS REQUIRED BY THE CONTRACT DOCUMENTS WILL BE REVIEWED. ALL OTHERS WILL BE RETURNED WITHOUT COMMENTS.
2. BEFORE SUBMITTING THE FIRST SHOP DRAWING, THE CONTRACTOR SHALL PROVIDE THE STRUCTURAL ENGINEER WITH THE SHOP DRAWING SUBMITTAL SCHEDULE CONSISTENT WITH THE FOLLOWING CRITERIA:
   - A. ALLOW SUFFICIENT TIME FOR TRANSIT AND PROCESSING BEFORE FABRICATION. THE STRUCTURAL ENGINEER WILL REVIEW A SUBMITTAL WITHIN AN AVERAGE OF 21 CALENDAR DAYS AFTER THE DATE IN WHICH IT WAS RECEIVED.
   - B. SCHEDULE AND SUBMIT SHOP DRAWINGS FOR SPECIFIC COMPONENTS IN SIMILAR CONDITION, SUCH AS COLUMNS, FOOTINGS, ETC., IN THEIR ENTIRETY. SHOP DRAWINGS FOR SIMILAR FLOORS SHALL BE SUBMITTED IN THE SAME PACKAGE.
   - C. SUBMIT SHOP DRAWINGS IN A TIMELY MANNER.
3. REVIEW OF SHOP DRAWINGS IS LIMITED WITHIN THE SCOPE OF BASIC SERVICES TO TWO (2) REVIEWS PER SUBMITTAL (I.E., INITIAL SUBMITTAL REVIEW AND ONE RESUBMITTAL, IF NECESSARY). REVIEW OF ADDITIONAL RESUBMITTALS WILL BE CONSIDERED ADDITIONAL SERVICES, FOR WHICH THE CONTRACTOR MAY BE HELD RESPONSIBLE. COMPENSATION OF ADDITIONAL SERVICES TO THE ARCHITECT/ ENGINEER WILL BE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AGREEMENT FOR THE DESIGN OF THIS PROJECT.
4. ALL SUBMITTALS SHALL BE ACCOMPANIED WITH A LETTER OF TRANSMITTAL. DO NOT COMBINE DIFFERENT SUBMITTALS IN THE SAME TRANSMITTAL.
5. ALL SHOP DRAWINGS MUST BEAR EVIDENCE OF THE CONTRACTOR'S APPROVAL PRIOR TO SUBMITTING THEM TO THE ARCHITECT/ENGINEER.
6. SUBMIT FIVE COPIES/PRINTS TO THE ARCHITECT/ENGINEER FOR REVIEW. THE REVIEWER WILL RETAIN ONE COPY AFTER THE REVIEW.
7. ALL CHANGES AND ADDITIONS MADE ON RE-SUBMITTALS MUST BE CLEARLY FLAGGED AND NOTED. THE PURPOSE OF THE RE-SUBMITTALS MUST BE CLEARLY NOTED ON THE LETTER OF TRANSMITTAL. THIS SECOND REVIEW BY THE ARCHITECT/ENGINEER WILL BE LIMITED TO THE ITEMS CAUSING THE RE-SUBMITTAL.
8. DO NOT REPRODUCE THE STRUCTURAL CONTRACT DOCUMENTS FOR USE AS SHOP DRAWINGS.
9. SHOP DRAWINGS NOT MEETING THE ABOVE CRITERIA OR SUBMITTED AFTER FABRICATION WILL BE RETURNED TO THE CONTRACTOR WITHOUT REVIEW.
10. SEE NOTES BELOW FOR ADDITIONAL CRITERIA APPLICABLE TO SHOP DRAWINGS REQUIRING ENGINEERING INPUT BY A SPECIALTY ENGINEER.

E SHOP DRAWINGS REQUIRING ENGINEERING INPUT BY SPECIALTY ENGINEER

1. SPECIALTY ENGINEER:

   A) DEFINITION - A FLORIDA REGISTERED PROFESSIONAL ENGINEER, NOT THE STRUCTURAL ENGINEER OF RECORD, WHO SPECIALIZES IN AND WHO UNDERTAKES THE DESIGN OF STRUCTURAL COMPONENTS OR STRUCTURAL SYSTEMS INCLUDED IN A SPECIFIC SUBMITTAL PREPARED FOR THIS PROJECT.
   B) SHALL BE:

   a) AN EMPLOYEE OR OFFICER OF A FABRICATOR.
   b) AN EMPLOYEE OR OFFICER OF AN ENTITY SUPPLYING COMPONENTS TO A FABRICATOR.
   c) AN INDEPENDENT CONSULTANT RETAIN



N

SITE PLAN
1" = 30'

REFERENCE DRAWINGS:

SEE S-001	ABBREVATIONS AND GENERAL NOTES
SEE S-100	GENERAL NOTES & SITE PLAN
SEE S-101	FLOOR PLANS & SECTIONS
SEE S-102	CLADDING & ELEVATIONS PREFABRICATED BUILDING
SEE S-501	VAK PAK & TANK DETAILS
SEE S-502	CHAIN LINK FENCE DETAILS

LEGEND:

EXISTING CONSTRUCTION TO REMAIN

PROPOSED AREA

15' 0 30' 60'
1"=30'

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
321.799.2970 | www.cdeco.com
Registry 8072

DATE
DESCRIPTION
REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

SITE PLAN

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

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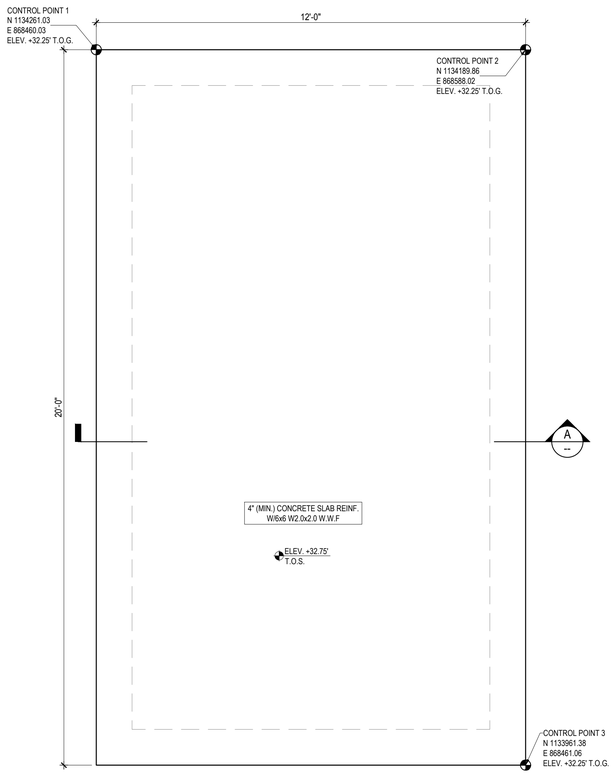
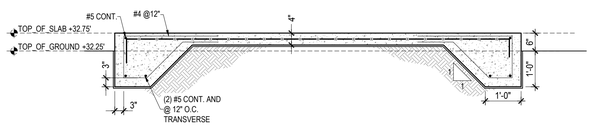
JUAN PABLO PINHEIROS LICENSE No 72730 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	02/16/2026
DRAWN	L. BECK
DESIGN	J. PINHEIROS
CHECK	M. CHARMBURY
FILE	STRUCTURAL.dwg

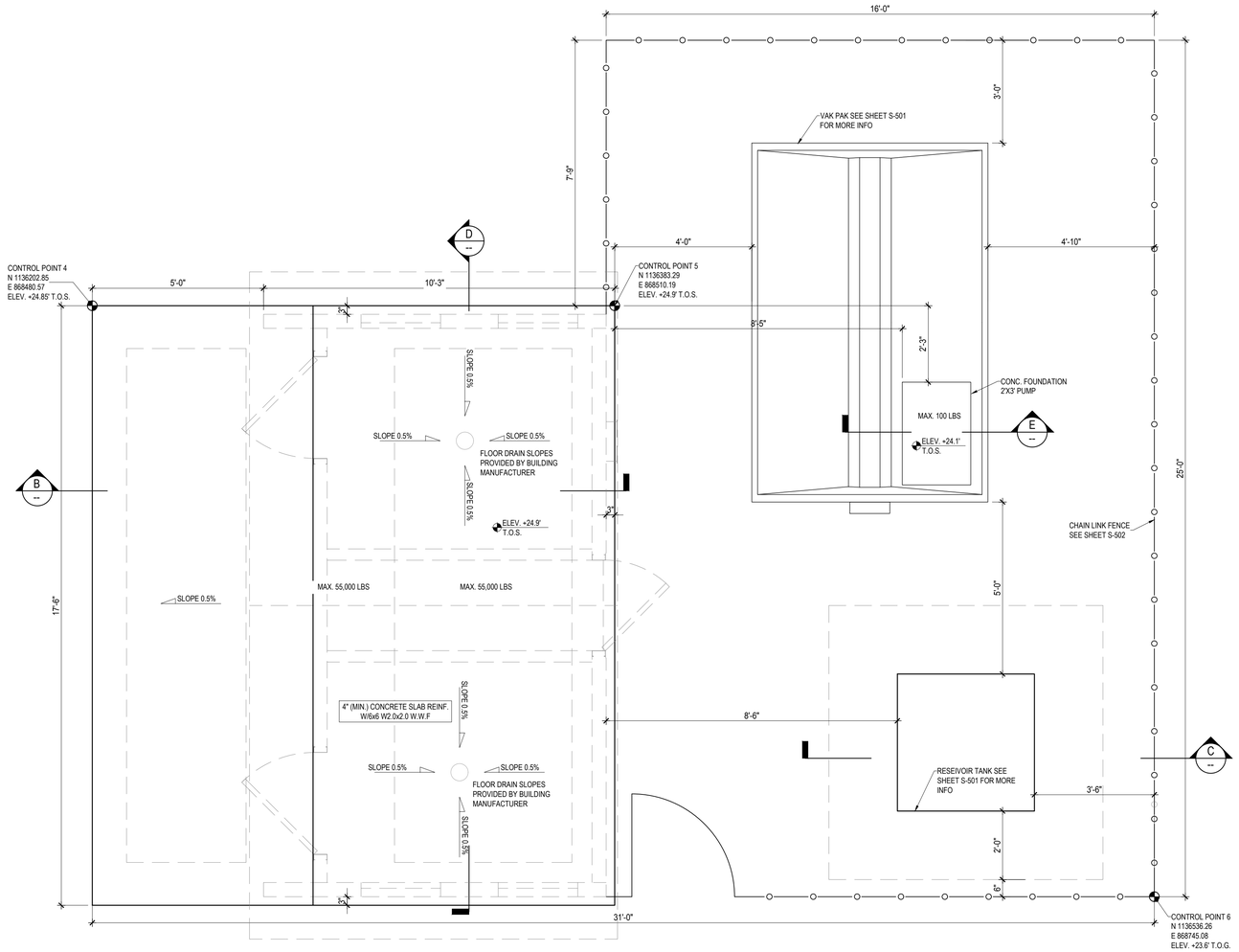
S-100



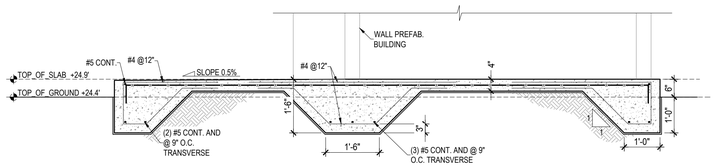
PLAN VIEW CONC. PAVILION FOUNDATION
1/2" = 1'-0"



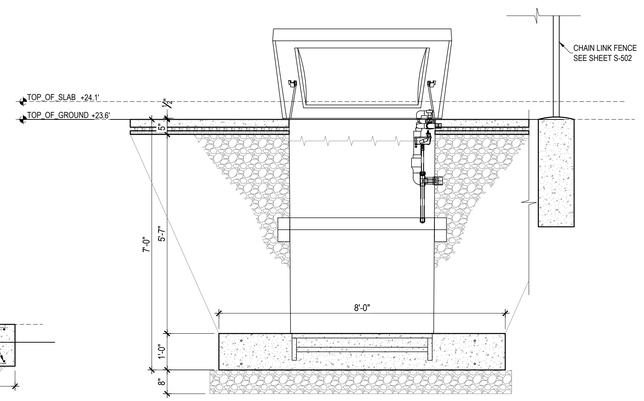
SECTION A
1/2" = 1'-0"



PLAN VIEW CONC. RESTROOM FOUNDATION
1/2" = 1'-0"



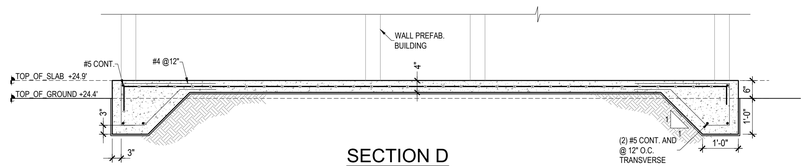
SECTION B
1/2" = 1'-0"



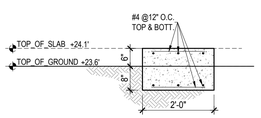
SECTION C
1/2" = 1'-0"

NOTES:

1. ALL DIMENSION SHALL BE FIELD VERIFIED.
2. G.C. TO COORDINATE TOP OF FOUNDATIONS LOCATIONS WITH ALL TRADES PRIOR TO EXCAVATION & NOTIFY ENG. OF ANY DISCREPANCIES.
3. G.C. IS RESPONSIBLE FOR COORDINATION OF STRUCTURAL PLANS WITH M.E.P. OR ANY OTHER PROJECT PLANS/DRAWINGS THAT WOULD IMPACT THE STRUCTURAL LAYOUT AND OR DESIGN. STRUCTURAL ENGINEER IS TO BE NOTIFIED OF DISCREPANCIES (IF ANY) PRIOR TO COMMENCEMENT OF WORK DELINEATED HEREIN.



SECTION D
1/2" = 1'-0"



SECTION E
1/2" = 1'-0"

REFERENCE DRAWINGS:

SEE S-001	ABBREVATIONS AND GENERAL NOTES
SEE S-100	GENERAL NOTES & SITE PLAN
SEE S-101	FLOOR PLANS & SECTIONS
SEE S-102	CLADDING & ELEVATIONS PREFABRICATED BUILDING
SEE S-501	VAK PAK & TANK DETAILS
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CAPE DESIGN ENGINEERING
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Registry 8072

DATE

DESCRIPTION

REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

FLOOR PLANS AND SECTIONS

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

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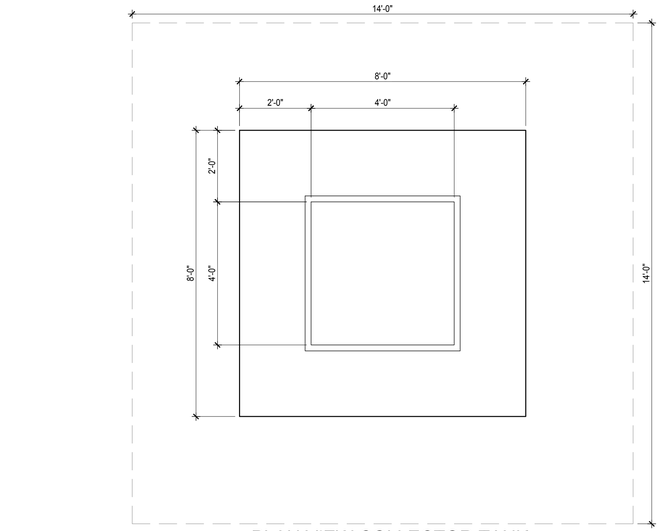
JUAN PABLO PINHEIROS
LICENSE
No 72730
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CDE #	60263
DATE	02/16/2026
DRAWN	L. BECK
DESIGN	J. PINHEIROS
CHECK	M. CHARMBURY
FILE	STRUCTURAL.dwg

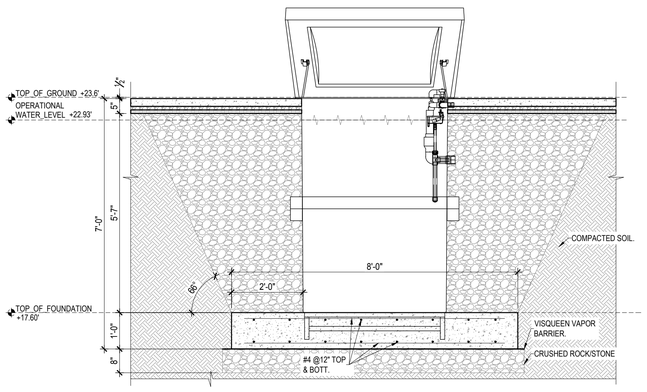
S-101

12" 0 1' 2' 3' 4' 5'
1/2"=1'-0"



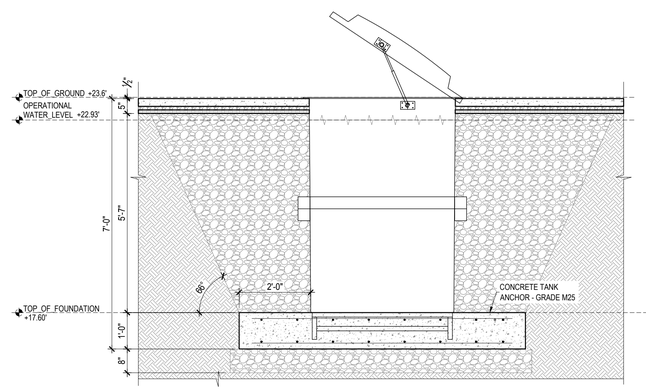
PLAN VIEW COLLECTOR TANK

1/2" = 1'-0"



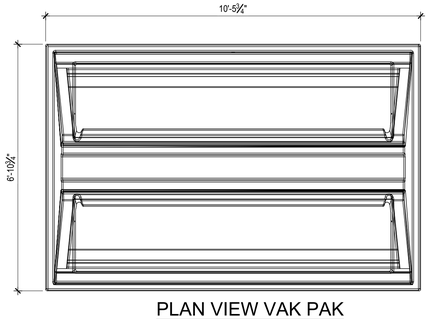
FRONT ELEVATION COLLECTOR TANK

1/2" = 1'-0"



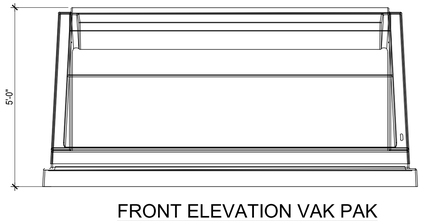
SIDE ELEVATION COLLECTOR TANK

1/2" = 1'-0"



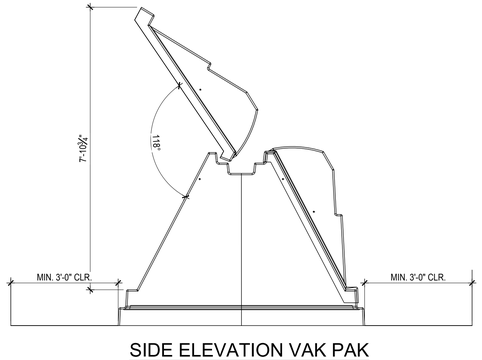
PLAN VIEW VAK PAK

1/2" = 1'-0"



FRONT ELEVATION VAK PAK

1/2" = 1'-0"



SIDE ELEVATION VAK PAK

1/2" = 1'-0"

REFERENCE DRAWINGS:

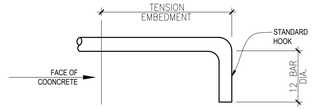
SEE S-001	ABBREVATIONS AND GENERAL NOTES
SEE S-100	GENERAL NOTES & SITE PLAN
SEE S-101	FLOOR PLANS & SECTIONS
SEE S-102	CLADDING & ELEVATIONS PREFABRICATED BUILDING
SEE S-501	VAK PAK & TANK DETAILS
SEE S-502	CHAIN LINK FENCE DETAILS

1/2" 0 1' 2' 3' 4' 5'

1/2"=1'-0"

TENSION EMBEDMENT LENGTH (with std. hook) SCHEDULE

BAR SIZE	f'c = 3000 psi		f'c = 4000 psi		f'c = 5000 psi		f'c = 6000 psi		f'c = 7000 psi		f'c = 8000 psi	
	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT	TOP	BOT
# 4	12"	8"	10"	7"	9"	6"	9"	6"	9"	6"	9"	6"
# 5	14"	10"	13"	9"	12"	8"	10"	7"	10"	7"	10"	7"
# 6	17"	12"	14"	10"	13"	9"	13"	9"	12"	8"	12"	8"
# 7	20"	14"	17"	12"	16"	11"	14"	10"	13"	9"	13"	9"
# 8	23"	16"	20"	14"	17"	12"	16"	11"	16"	11"	14"	10"
# 9	26"	18"	21"	15"	20"	14"	19"	13"	17"	12"	16"	11"
# 10	28"	20"	24"	17"	23"	16"	20"	14"	19"	13"	17"	12"
# 11	31"	22"	27"	19"	24"	17"	23"	16	21"	15"	20"	14"



TYPICAL TENSION EMBEDMENT DETAIL

SCALE: N.T.S.

TABLE # 2

TENSION LAP SPLICES, 1.3Ld (TIE MEMBERS NOT INCLUDED)

BAR SIZE		CASE 1 lengths (in) per concrete strength (psi)								CASE 2 lengths (in) per concrete strength (psi)							
		3000	4000	5000	6000	7000	8000	9000	10000 &ABOVE	3000	4000	5000	6000	7000	8000	9000	10000 &ABOVE
#3	O	22	19	17	16	16	16	16	16	32	28	25	23	21	21	20	19
	T	28	24	22	20	18	17	17	21	42	36	33	30	28	28	26	25
#4	O	29	25	22	20	19	18	17	16	43	37	33	31	28	28	25	24
	T	37	32	29	26	25	23	23	21	56	48	43	40	37	37	33	32
#5	O	36	31	28	25	24	22	21	20	54	47	42	38	35	34	32	30
	T	47	40	36	33	31	29	28	26	70	60	54	49	46	45	42	39
#6	O	43	37	33	31	28	26	25	24	64	56	50	46	42	41	38	36
	T	56	48	43	40	37	34	33	32	84	72	65	59	55	54	50	47
#7	O	63	54	49	44	41	38	37	36	94	81	73	66	61	59	55	52
	T	81	70	63	58	53	50	49	47	122	106	94	86	80	77	72	68
#8	O	72	62	55	51	47	44	42	39	107	93	83	76	70	67	63	59
	T	93	80	72	66	61	57	55	51	139	121	108	98	91	88	82	77
#9	O	81	70	63	57	53	49	47	45	121	105	94	85	79	75	71	67
	T	105	91	81	74	69	64	62	59	157	136	122	111	103	98	93	88
#10	O	91	79	70	64	59	56	54	51	136	118	105	96	89	84	80	76
	T	118	102	91	83	77	72	71	67	177	153	137	125	116	110	104	99
#11	O	101	87	78	71	66	62	59	56	151	131	117	107	99	93	88	84
	T	131	113	101	93	86	80	77	73	196	170	152	139	128	121	115	110
#14	SEE NOTE # 1																

NOTES:

1. LAP SPLICES NOT PERMITTED, USE WELDED SPLICES OR MECHANICAL CONNECTION ACCORDING WITH A.C.I. 318, 12.14.3
2- 0= OTHERS BARS; T= TOP BARS
3- ALL TABLE LENGTHS ARE IN INCHES. TABULATED VALUES ARE FOR GRADE 60 REINFORCING BARS AND NORMAL WEIGHT CONCRETE
4- CASE 1: BEAMS OR COLUMNS-COVER AT LEAST 1.0 d_b AND C.-C. SPACING AT LEAST 2.0 d_b ALL OTHERS-COVER AT LEAST 1.0 d_b AND C.-C. SPACING AT LEAST 3.0 d_b
5- CASE 2: BEAMS OR COLUMNS-COVER LESS THAN 1.0 d_b OR C.-C. SPACING LESS THAN 2.0 d_b ALL OTHERS-COVER LESS THAN 1.0 d_b OR C.-C. SPACING LESS THAN 3.0 d_b
6- TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS
7- FOR LIGHT WEIGHT AGGREGATE CONCRETE, MULTIPLY THE TABULATED VALUES BY 1.3

TABLE # 5

TENSION DEVELOPMENT LENGTH, Ld.

BAR SIZE		CASE 1 lengths (in) per concrete strength (psi)								BAR SIZE		CASE 2 lengths (in) per concrete strength (psi)							
		3000	4000	5000	6000	7000	8000	9000	10000 &ABOVE			3000	4000	—5000	6000	7000	8000	9000	10000 &ABOVE
#3	0	17	15	13	12	12	12	12	12	#3	0	25	22	19	18	16	16	15	14
	T	22	19	17	16	14	16	13	16		T	32	28	25	24	21	21	20	19
#4	0	22	19	17	16	15	14	13	12	#4	0	33	29	26	24	22	21	19	18
	T	29	25	22	21	19	19	17	16		T	43	37	33	32	28	28	25	24
#5	0	28	24	22	20	18	17	16	15	#5	0	41	36	32	30	27	26	24	23
	T	36	31	28	26	24	23	21	20		T	54	47	42	39	35	34	32	30
#6	0	33	29	26	24	22	21	19	18	#6	0	50	43	38	35	33	31	29	27
	T	43	37	33	32	28	28	25	24		T	64	56	50	46	42	41	38	36
#7	0	48	42	37	34	32	30	28	27	#7	0	72	63	56	51	47	45	42	40
	T	63	54	49	45	41	39	37	36		T	94	81	73	67	61	59	55	52
#8	0	55	48	43	39	36	34	32	30	#8	0	82	71	64	59	54	51	48	45
	T	72	62	55	51	47	45	42	39		T	107	93	83	77	70	67	63	59
#9	0	62	54	48	44	41	38	36	34	#9	0	93	81	72	66	61	57	54	51
	T	81	70	63	58	53	50	47	45		T	121	105	94	86	79	75	71	67
#10	0	70	61	54	50	46	43	41	39	#10	0	105	91	81	74	69	64	61	58
	T	91	79	70	65	59	56	54	51		T	136	118	105	97	89	84	80	76
#11	0	76	67	60	55	51	48	45	43	#11	0	116	101	90	82	76	71	67	64
	T	101	87	78	72	66	63	59	56		T	151	131	117	107	99	93	88	84
#14	0	93	81	72	66	61	57	54	51	#14	0	139	121	108	99	91	86	81	77
	T	121	105	94	86	79	75	71	67		T	181	157	140	129	119	112	106	101
#18	0	124	107	96	88	81	76	72	68	#18	0	186	161	144	132	122	114	107	102
	T	161	139	125	115	106	99	94	89		T	241	209	187	172	158	149	140	133

NOTES:

1- 0= OTHERS BARS; T= TOP BARS
2- ALL TABLE LENGTHS ARE IN INCHES. TABULATED VALUES ARE FOR GRADE 60 REINFORCING BARS AND NORMAL WEIGHT CONCRETE
3- CASE 1: BEAMS OR COLUMNS-COVER AT LEAST 1.0 d_b AND C.-C. SPACING AT LEAST 2.0 d_b ALL OTHERS-COVER AT LEAST 1.0 d_b AND C.-C. SPACING AT LEAST 3.0 d_b
4- CASE 2: BEAMS OR COLUMNS-COVER LESS THAN 1.0 d_b OR C.-C. SPACING LESS THAN 2.0 d_b ALL OTHERS-COVER LESS THAN1.0 d_b OR C.-C. SPACING LESS THAN 3.0 d_b
5- TOP BARS ARE HORIZONTAL BARS WITH MORE THAN 12" OF CONCRETE CAST BELOW THE BARS
6- FOR LIGHT WEIGHT AGGREGATE CONCRETE, MULTIPLY THE TABULATED VALUES BY 1.3

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
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Registry 8072

DATE

DESCRIPTION

REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

VAK PAK & TANK DETAILS

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.
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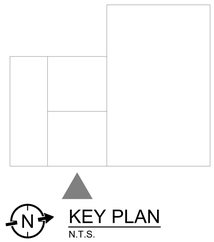
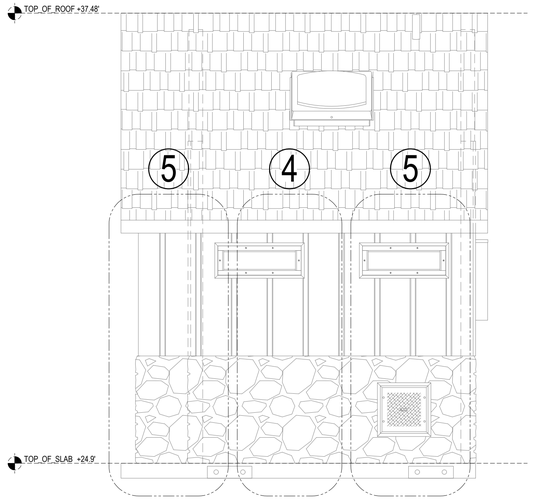
JUAN PABLO PINHEIROS LICENSE No 72730 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	02/16/2026
DRAWN	L. BECK
DESIGN	J. PINHEIROS
CHECK	M. CHARMBURY
FILE	STRUCTURAL.dwg

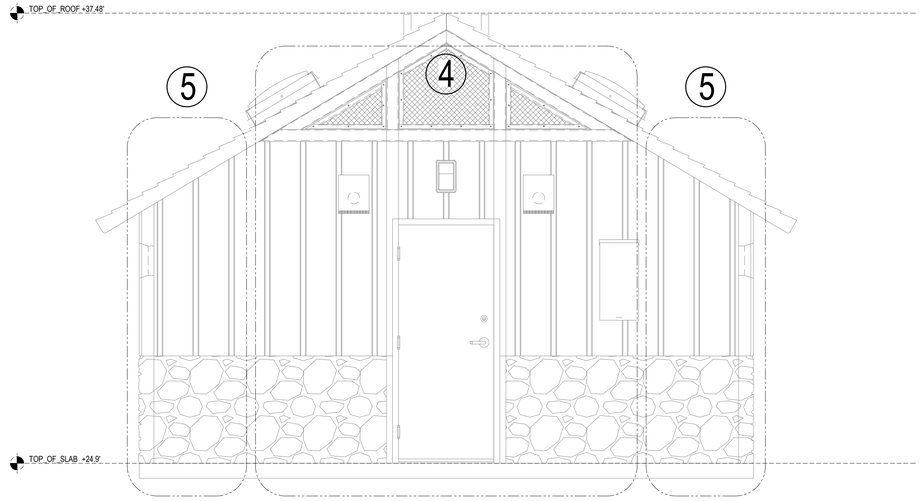
S-501



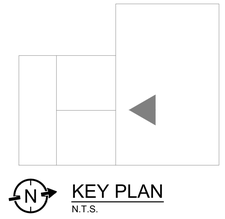
KEY PLAN
N.T.S.



EAST ELEVATION
1/2" = 1'-0"



NORTH ELEVATION
1/2" = 1'-0"



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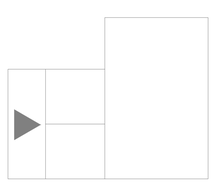

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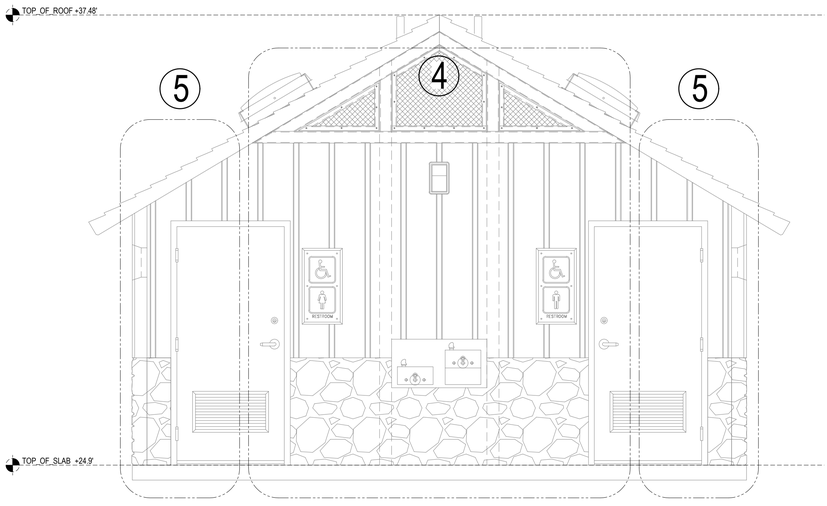
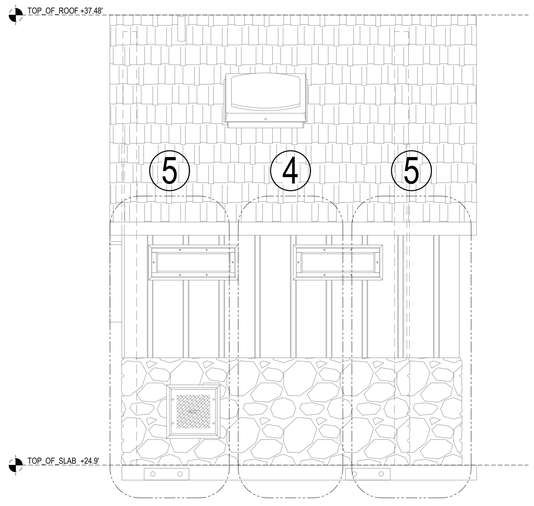
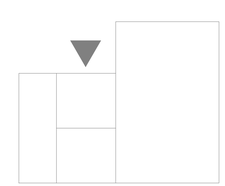


SOUTH ELEVATION
1/2" = 1'-0"



WEST ELEVATION
1/2" = 1'-0"



KEY PLAN
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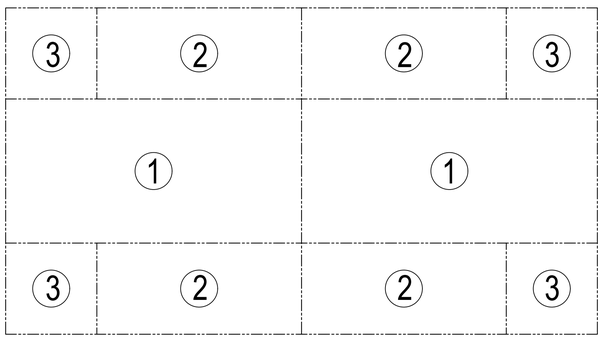


ROOF CLADDING AND PRESSURES
N.T.S.

DOOR AND WINDOW PRESSURES (PSF) WIND SPEED 159 MPH						
ZONES	WINDOWS 10 S.F		DOORS 15 S.F		WALLS	
	POSITIVE	NEGATIVE	POSITIVE	NEGATIVE	POSITIVE	NEGATIVE
ZONE 4	+55.3 P.S.F.	-60 P.S.F.	+53.8 P.S.F.	-58.5 P.S.F.	+51.3 P.S.F	-56.0 P.S.F
ZONE 5	+55.3 P.S.F.	-74 P.S.F.	+53.8 P.S.F.	-71.1 P.S.F.	+51.3 P.S.F	-66.1 P.S.F

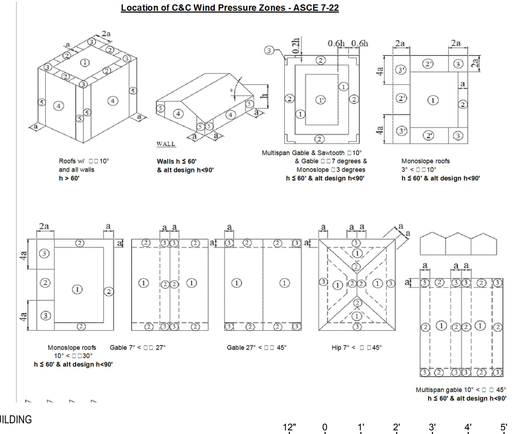
NOTES:

1. IT IS ACCEPTABLE TO USE THE WIND PRESSURES CALCULATED WITH Kd= 0.85 (WIND DIRECTIONALITY FACTOR) IF WINDOWS AND DOORS WERE DESIGNED NOT USING ALLOWABLE STRESS METHOD.
2. WHEN ALLOWABLE STRESS METHOD HAS BEEN USED TO DESIGN WINDOWS/DOORS, IT IS ACCEPTABLE TO USE Kd= 0.85 IF THE VALUES FOR WINDWS/DOORS MATERIALS ALLOWABLE STRESSES HAVE NOT BEEN INCREASED DURING THE DESIGN (ASCE-7-10). THIS SHALL BE SPECIFICALLY STATED IN THE WINDOWS/DOORS SHOP DRAWINGS.
3. IN ALL OTHER CASES IT IS NECESSARY TO USE THE WIND PRESSURES VALUES CALCULATED WITH Kd= 1.0.
4. IT IS REQUIRED THAT WINDOWS/DOORS SHOP DRAWINGS SIGNED AND SEALED BY A FLORIDA REGISTERED P.E. ARE SUBMITTED FOR REVIEW AND APPROVAL BY THE ARCHITECT/ENGINEER OF RECORD.
5. WIND PRESSURES SHOWN ARE ULTIMATE WIND PRESSURES (DIVIDE BY 1.6 TO OBTAIN ALLOWABLE STRESS PRESSURES).
6. NEGATIVE PRESSURE OR SUCTION IS DEFINE TO ACT OUTWARD NORMAL TO BUILDING SURFACE. "POSITIVE PRESSURE " IS DEFINE TO ACT INWARD NORMAL TO BUILDING SURFACE.

DESIGN ULTIMATE WIND PRESSURES FOR GABLE ROOF BASIC WIND PRESSURE a=3'-0" ALL ROOFS FOR THIS DESIGN SURFACE PRESSURE (PSF) WIND SPEED 159 MPH				
AREA	10 SF	20 SF	50 SF	100 SF
ZONE 1	-92.7 P.S.F.	-78.6 P.S.F.	-60.0 P.S.F.	-45.9 P.S.F.
ZONE 2	-102.1 P.S.F.	-91.2 P.S.F.	-76.9 P.S.F.	-66.1 P.S.F.
ZONE 3	-125.5 P.S.F.	-109.2 P.S.F.	-87.8 P.S.F.	-71.5 P.S.F.
POSITIVE ALL ZONES	+50.6 P.S.F.	+46.2 P.S.F.	+40.5 P.S.F.	+36.2 P.S.F.

REFERENCE DRAWINGS:

SEE S-001 ABBREVATIONS AND GENERAL NOTES
SEE S-100 GENERAL NOTES & SITE PLAN
SEE S-101 FLOOR PLANS & SECTIONS
SEE S-102 CLADDING & ELEVATIONS PREFABRICATED BUILDING
SEE S-501 VAK PAK & TANK DETAILS
SEE S-502 CHAIN LINK FENCE DETAILS



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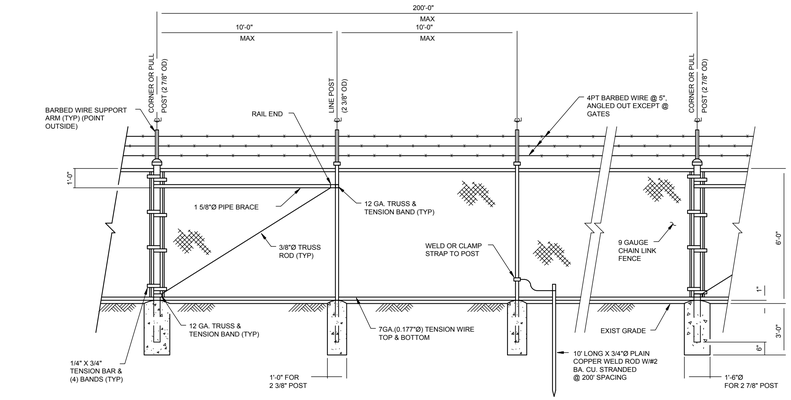
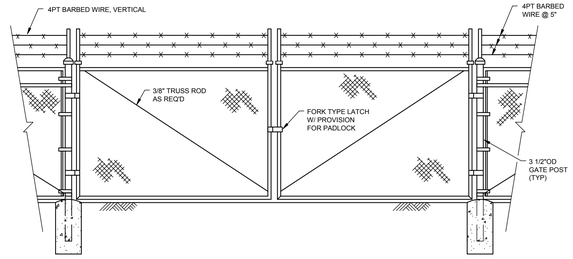
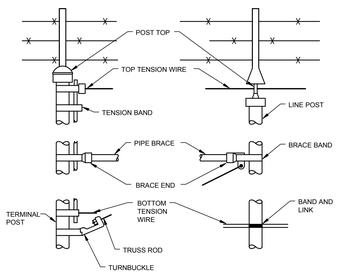
S-102



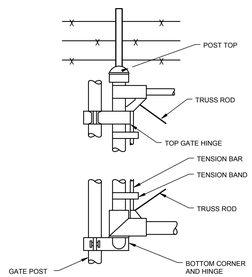
TYPICAL CHAIN LINK FENCE



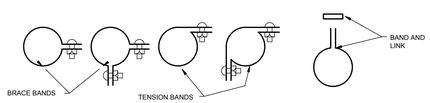
DOUBLE DOOR GATE



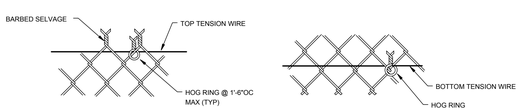
POST DETAILS



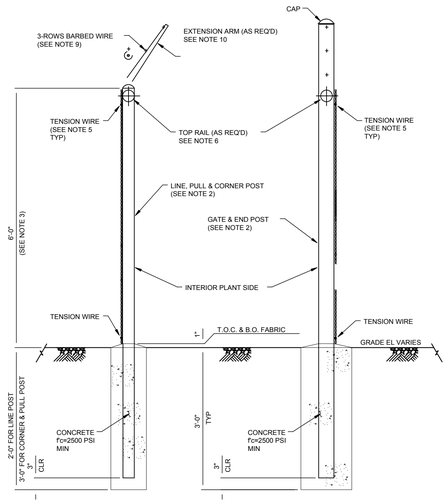
GATE DETAILS



FASTENERS DETAILS

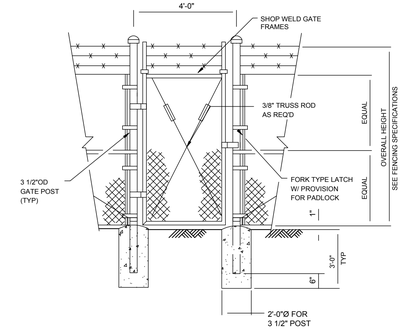


FABRIC DETAILS



PULL, LINE & CORNER POST END & GATE POST

TYPICAL CHAIN LINK FENCE @ INTERIOR



TYPICAL 4'-0" WIDE MAN GATE

REFERENCE DRAWINGS:

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FENCING SPECIFICATIONS

GENERAL

SCOPE

1. THIS SPECIFICATION CONTAINS INFORMATION AND DATA FOR THE DESIGN OF STEEL FENCES.

DESIGN

DESIGN BASIS

1. CODES AND OTHER REGULATIONS: FENCES SHALL CONFORM TO THE REQUIREMENTS OF ANY STATE OR LOCAL CODES HAVING JURISDICTION. THE MORE RIGID SPECIFICATION SHALL GOVERN IN CASE ONE CODE CONFLICTS WITH ANOTHER, OR WITH ANY PART OF THIS SPECIFICATION.

ARRANGEMENT

1. PERIMETER FENCE FOR ALL ENCLOSURES SHALL BE 8'-0" HIGH OVERALL, INCLUDING A 45 DEGREE EXTENSION ARM CARRYING THREE STRANDS OF BARBED WIRE OR AN 18"Ø BARBED TAPE SPIRALY WOUND BETWEEN A TWO TENSION WIRE & THE FENCE FABRIC. THE FENCE FABRIC SHALL BE 2" MESH CHAIN LINK OF #11 GAGE WIRE. ALL FABRIC AND OTHER STEEL PARTS SHALL BE GALVANIZED TO CONFORM TO THE MATERIALS CALLOUT PARAGRAPH OF THIS SPECIFICATION. TOP AND BOTTOM SELVAGES SHALL HAVE TWISTED AND BARBED FINISH. FENCE FOR SUBSTATIONS AND OUTDOOR TYPE SWITCHGEAR INSTALLATIONS SHALL HAVE A HEIGHT OF 8'-0" OVERALL, UNLESS THE ELECTRICAL HAZARD REQUIRES A HIGHER FENCE FOR PERSONNEL PROTECTION. INSTALLATIONS INSIDE OTHER BARBED FENCED ENCLOSURES SHALL HAVE A 1'-0" BARBED WIRE EXTENSION. FENCE SHALL HAVE A HEIGHT OF 6'-0" EXCLUDING BARBED EXTENSION.
2. POST SHALL BE PLACED NOT MORE THAN 10'-0" ON CENTERS. PULL AND LINE POSTS SHALL BE A 1-7/8" OD PIPE, WT 2.201/LIN FT END AND CORNER POSTS SHALL BE 2-3/8" OD PIPE WT.3.65#/LIN FT.
3. SLIDE GATE POSTS: SLIDE GATES UP TO 30'-0" OPENINGS SHALL HAVE POSTS MADE OF 4" OD PIPE, WT 9.1 #/LIN FT. SLIDE GATES WIDER THAN 30'-0" SHALL HAVE POSTS MADE OF 6-5/8" OD PIPE. WT. 18.97#/LIN FT.
4. POST SETTING: ALL POSTS SHALL BE EMBEDDED IN CONCRETE AS SHOW ON TYPICAL SECTION.
5. TOP AND BOTTOM TENSION WIRE SHALL BE #7 GAGE COILED SPRING TENSION WIRE. FASTEN TO FABRIC WITH PIG RINGS AT 2'-0" INTERVALS.
6. TOP RAIL SHALL BE 1-5/8" OD PIPE, WT. 2/27#/LIN.FT., AND SHALL PASS THROUGH BASE OF LINE POST TOPS AND FORM A CONTINUOUS BRACE FROM END TO END OF EACH STRAIGHT RUN OF FENCE AND SHALL BE SECURELY FASTENED TO TERMINAL POSTS. NOTE: FOR USE ON SUBSTATIONS AND OUTDOOR TYPE SWITCHGEAR INSTALLATIONS ONLY UNLESS OTHERWISE SPECIFIED.
7. GATE FRAMES: FRAMES SHALL BE MADE OF 4" OD PIPE, WT. 9.10 #/LIN. FT. (U.N.O.). GATES SHALL BE FURNISHED WITH ALL NECESSARY HARDWARE, INCLUDING HEAVY LOCKING DEVICE AND HOLD-BACK DEVICE, AND OTHERWISE SHALL CONFORM TO FENCE IN WHICH IT IS TO BE INSTALLED.
8. ELECTRICALLY OPERATED GATE: DESIGN, ASSEMBLY, AND INSTALLATION SHALL CONFORM TO THE REQUIREMENTS OF THE LATEST EDITION OF THE FOLLOWING APPLICABLE NATIONAL CODES, SPECIFICATIONS, GUIDES, ETC., AND TO ALL LOCAL AND STATE CODES HAVING JURISDICTION, LATEST REVISION. WHERE A CONFLICT EXISTS AMONG THE CODES, THE MOST RIGID REQUIREMENT SHALL GOVERN.
   A. NATIONAL ELECTRICAL CODE, NFPA NO. 70 (AN STD. C1), AND NFPA NO. 496.
   B. NATIONAL ELECTRICAL SAFETY CODE, NAT. BUR. STDS. HANDBOOK NO. H81.
   C. UNDERWRITERS LABORATORIES (UL).
   D. SAFETY ORDERS, STATE OF TEXAS.
9. A. BARBED WIRE SHALL CONSIST OF THREE #12-1/2 GAGE STRANDED LINE WIRES, WITH #14 GAGE ROUND WIRE BARBS IN A 4 POINT PATTERN ON 5" CENTERS.
   B. BARBED TAPE SHALL BE SINGLE COIL CONTINUOUS WIRE ATTACHED TO CHAIN LINK @ 5" OC EACH 50'-0" ROLL WILL COVER 25 LF OF FENCE.
10. EXTENSION ARMS SHALL BE PRESSED STEEL FOR LINE POSTS AND HEAVY GALVANIZED MALLEABLE IRON AT CORNER POSTS. THESE ARMS SHALL BE OF SUFFICIENT STRENGTH TO WITHSTAND A WEIGHT OF 200 LBS. APPLIED AT OUTER STRAND OF BARBED WIRE. GATE AND END POSTS SHALL BE A MINIMUM OF 12" HIGHER THAN THE FABRIC FOR FENCES WITH BARBED WIRE EXTENSION. ALL POSTS WITHOUT EXTENSION OR OTHER AND FITTINGS SHALL HAVE CAPS.
11. FABRIC BANDS: THE FABRIC SHALL BE FASTENED TO THE LINE POSTS WITH BANDS OF 11 GAGE WIRE, SPACED ABOUT 14" ON CENTER, AND TO THE TOP RAIL WITH 11 GAGE WIRE AT ABOUT 24" CENTERS. THE WIRE SHALL BE GALVANIZED STEEL. AT END, CORNER, AND GATE POSTS, THE FABRIC SHALL BE FASTENED WITH GALVANIZED STRAPS CONNECTED TO A STIFFENING BAR LACED THROUGH THE END LINKS OF THE MESH. THE STRAPS AND BAR SHALL BE MANUFACTURER'S STANDARD.

MATERIAL

1. GALVANIZING
   A. FABRIC SHALL BE HOT-DIP GALVANIZED AFTER WEAVING AND SHALL HAVE MINIMUM COATING OF 1.2 OZ. OF ZINC PER SQ. FT. OF UNCOATED WIRE SURFACE; -OR, AS AN ALTERNATE, MAY BE BETHANIZED "B" ELECTROLYTICALLY COATED WITH PURE ZINC, 1.2 OZ. PER SQ. FT. OR WIRE SURFACE.
   B. ALL OTHER STEEL PARTS SHALL BE GALVANIZED WITH ASTM A-120, ASTM 1-121, ASTM A-123 OR 1-153 WHICHEVER IS APPLICABLE
   C. ANY WELDING TO GALVANIZED MATERIAL SHALL BE GROUND CLEAN BEFORE WELDING AND HAND PAINTED GALVANIZED WHEN WORK IS COMPLETED.
2. COATING
   B. FABRIC AND ALL OTHER STEEL PARTS SHALL BE VINYL COATED, OR PAINTED A LIGHT EARTHTONE OR TAN COLOR.

CAPE DESIGN ENGINEERING
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Registry 8072

DATE | DESCRIPTION | REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

CHAINLINK FENCE DETAILS

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

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JUAN PABLO PINHEIROS LICENSE No 72730 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	02/16/2026
DRAWN	L. BECK
DESIGN	J. PINHEIROS
CHECK	M. CHARMBURY
FILE	STRUCTURAL.dwg

S-502

ABBREVIATIONS:

(SOME MAY NOT BE USED)

ABBREVIATION	DESCRIPTION
A	AIR
AAV	AUTOMATIC AIR VENT
AD	AIR DEVICE
AEG	ABOVE EXISTING GRADE
AFF	ABOVE FINISHED FLOOR
AHU	AIR HANDLING UNIT
AIP	ABANDON IN PLACE
AMB	AMBIENT
AP	ACCESS PANEL
AS	AIR SEPARATOR
ASC	APPLICATION SPECIFIC CONTROLLER
AVG	AVERAGE
AVTR	ACID VENT THRU ROOF
BAS	BUILDING AUTOMATION SYSTEM
BLDG	BUILDING
BOT	BOTTOM
BAL	BALANCING
BOP	BOTTOM OF PIPE
B	BOILER
BFP	BACKFLOW PREVENTER
BTU	BRITISH THERMAL UNIT
BCS	BLACK CARBON STEEL
CD	CONDENSATE DRAIN
CI	CAST IRON
CLDI	CONCRETE LINED DUCTILE IRON
CO	CLEANOUT
CON	CONCENTRIC
CONC	CONCRETE
COND	CONDENSATE
CONT	CONTINUATION/CONTINUED
CONN	CONNECTION
CS	CARBON STEEL
CY	CYCLES
CU	COPPER/COPPER TUBING
CV	CONTROL VALVE
CW	COLD WATER
D	DEPTH/DRYER
DIA	DIAMETER
dB	DECIBEL
DET	DETAIL
DES	DESIGN
DIP	DUCTILE IRON PIPE
DEMO	DEMOLITION
DN	DOWN
DWG	DRAWING
DHW	DOMESTIC HOT WATER
DCW	DOMESTIC COLD WATER
ELEC	ELECTRIC
EA	EACH
EQ	EQUAL
ECC	ECCENTRIC
EER	ENERGY EFFICIENCY RATING
EMCS	ENERGY MANAGEMENT CONTROL SYSTEM
EWT	ENTERING WATER TEMPERATURE
EWC	ELECTRIC WATER COOLER
EWH	ELECTRIC WATER HEATER
ELEV	ELEVATOR
EL	ELEVATION
ET	EXPANSION TANK
ERV	ENERGY RECOVERY VENTILATORS
EXIST	EXISTING
FCU	FAN COIL UNIT
FIN	FINISH
FLR	FLOOR
FD	FLOOR DRAIN
FLEX	FLEXIBLE
FT	FEET
FOS	FUEL OIL SUPPLY
FOR	FUEL OIL RETURN
FPM	FEET PER MINUTE
FPS	FEET PER SECOND
FPI	FINS PER INCH
°F	FAHRENHEIT
FCO	FLOOR CLEANOUT
FOB	FLAT ON BOTTOM
FOT	FLAT ON TOP
FOD	FLAT OVAL DUCT
FLG	FLANGE
FOF	FACE OF FLANGE
FS	FLOOR SINK
GA	GAUGE
GPM	GALLONS PER MINUTE
GPH	GALLONS PER HOUR
GV	GATE VALVE
G	GAS
GRD	GRADE
GAL	GALLON
GTH	GRAND TOTAL HEAT
GSP	GALVANIZED STEEL PIPE
GWH	GAS WATER HEATER
HW	HOT WATER
HB	HOSE BIBB
H	HEIGHT
HD	HEAD
HP	HORSEPOWER
Hz	HERTZ
HWS	HEATING HOT WATER SUPPLY
HWR	HEATING HOT WATER RETURN
Hg	MERCURY
HTR	HEATER
HX	HEAT EXCHANGER
IN	INCHES
INT	INTERIOR
INIT	INITIAL
ISO	ISOMETRIC
INS	INSIDE
ID	INSIDE DIAMETER
INSUL	INSULATION
INV	INVERT
JT	JOINT
JUNC	JUNCTION
KW	KILOWATT
L	LENGTH
LAV	LAVATORY
LAVH	ADA LAVATORY
LWT	LEAVING WATER TEMPERATURE
LBS	POUNDS
LAV	LAVATORY
LLD	LOW LEAKAGE DAMPER
LCP	LOCAL CONTROL PANEL
LWCO	LOW VOLUME CUT OFF
MATL	MATERIAL
MAX	MAXIMUM
MANUF	MANUFACTURER
MIN	MINIMUM
MBTU	THOUSAND BTU'S
MTD	MOUNTED
MTG	MOUNTING
M	MOTOR
MAS	MASONRY
MVD	MANUAL VOLUME DAMPER
MRU	MOBILE REFRIGERATION UNIT
MRHL	MANUAL RESET HIGH LIMIT CONTROL
MS	MOP SINK
NC	NORMALLY CLOSED
NO	NORMALLY OPEN
NO.	NUMBER
NOM	NOMINAL
NIC	NOT INCLUDED IN THIS CONTRACT
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
OZ	OUNCE
POC	POINT OF CONNECTION
POD	POINT OF DISCONNECTION
PRD	PRESSURE RELIEF DAMPER
PRV	PRESSURE REDUCING VALVE
P	PUMP
PRESS	PRESSURE
PNEU	PNEUMATIC
PVC	POLYVINYL-CHORIDE PIPE
PSI	POUNDS PER SQUARE INCH
Ph	PHASE
PW	POTABLE WATER
QTY	QUANTITY
RET	RETURN
RA	RETURN AIR
RAT	RETURN AIR TEMPERATURE
REQD	REQUIRED
RPM	REVOLUTIONS PER MINUTE
RF	RADIO FREQUENCY
RPZ	REDUCED PRESSURE BACKFLOW PREVENTER
SAN	SANITARY
SH	SHOWER
SLV	SLEEVE
S/M	SHEET METAL
SHT	SHEET
SQ	SQUARE
SP	STATIC PRESSURE
SUP	SUPPLY
SPEC	SPECIFICATION
SF	SQUARE FEET
SK	SINK
SS	SERVICE SINK / STAINLESS STEEL
STL	STEEL
SWD	SIDE WALL DRAIN
TOT	TOTAL
TEMP	TEMPERATURE
TSH	TOTAL SENSIBLE HEAT
TYP	TYPICAL
TRPV	TEMPERATURE/PRESSURE RELIEF VALVE
TCM	TEMPERATURE CONTROL MANUFACTURER
TCP	TEMPERATURE CONTROL PANEL
UR	URINAL
UON	UNLESS OTHERWISE NOTED
VERT	VERTICAL
VEL	VELOCITY
V	VENT
VB	VALVE BOX
VAV	VARIABLE AIR VOLUME
VFD	VARIABLE FREQUENCY DRIVE
VTR	VENT THRU ROOF
VTW	VENT THRU WALL
WT	WEIGHT
W	WIDTH / WASHER
WTR	WATER
WB	WET BULB
WG	WATER GAUGE
WH	WATER HEATER / WALL HYDRANT
WC	WATER CLOSET
WCH	ADA WATER CLOSET
WCO	WALL CLEANOUT
YCO	YARD CLEANOUT

PLUMBING LEGEND

(SOME MAY NOT BE USED)

SYMBOL	DESCRIPTION	ABBREVIATION
	EXISTING PIPING	
	NEW PIPING	
	DOMESTIC COLD WATER	DCW
	DOMESTIC HOT WATER (120°F)	DHW
	DOMESTIC HOT WATER CIRC (120°F)	DHWC
140° F	DOMESTIC HOT WATER (140°F)	140° F DHW
140° F	DOMESTIC HOT WATER CIRC (140°F)	140° F DHWC
D	INDIRECT DRAIN	D
CD	CONDENSATE DRAIN	CD
SD	STORM DRAIN, RAINWATER DRAIN	SD
SS	SOIL, WASTE, OR SANITARY SEWER	W, SS
	VENT	V
G G	GAS	
	PIPING BELOW PLAIN OF CUT	
	FILL, SEAL AND ABANDON IN PLACE	
	CAP	
	CLEANOUT PLUG	CO
FCO	FLOOR CLEANOUT	FCO
	FLOOR DRAIN WITH P-TRAP	FD
	ROOF DRAIN, AREA DRAIN	RD, AD
FH	FIRE HYDRANT	FH
	FLOAT FILL VALVE	FFV
FM	FLOW METER	FM
	GAS PRESSURE REGULATOR	GPR
	HOSE BIBB	HB
	REDUCED PRESSURE BACKFLOW PREVENTER	RPBP
	DOUBLE CHECK BACKFLOW PREVENTER	
	WALL CLEANOUT	WCO
	WALL HYDRANT	WH
	YARD CLEANOUT	YCO
	VALVE IN YARD BOX	YBX
	YARD HYDRANT	YH
	POINT OF CONNECTION	POC
	HANDICAPPED	HC
	FLOW IN DIRECTION OF ARROW	
¼"/FT	PITCH DOWN IN DIRECTION OF ARROW	
	VENT THROUGH ROOF	VTR
	WATER HAMMER ARRESTOR	WHA
	BALL VALVE	
	CALIBRATED BALANCING VALVE	
	PRESSURE REDUCING VALVE	
	CHECK VALVE	
	THERMOMETER	
	THERMOSTATIC MIXING VALVE	
	AIR RELEASE VALVE	
C	PIPING DROP	
	PIPE RISER	
	PUMP	
	PRESSURE/TEMPERATURE RELIEF VALVE	
	VALVE IN RISER	
	EXPANSION TANK; SUSPENDED	ET
	EXPANSION TANK; FLOOR MOUNT	ET

GENERAL NOTES:

1. PROVIDE LABOR, MATERIALS, TOOLS, EQUIPMENT, AND DEVICES NECESSARY TO PROVIDE COMPLETE AND OPERATIONAL SYSTEMS IN ACCORDANCE WITH THE INTENT OF THE CONTRACT DRAWINGS. FULLY TEST, BALANCE, CLEAN AND LEAVE SYSTEMS IN A COMPLETE AND OPERATIONAL STATUS.
2. ALL MATERIALS SHALL BE FABRICATED AND INSTALLED IN A NEAT AND WORKMANLIKE MANNER WITH THE COORDINATION OF ALL INVOLVED TRADES.
3. THESE DRAWINGS ARE DIAGRAMMATIC ONLY AND DO NOT SHOW ALL OFFSETS, BENDS, ELBOWS, OR OTHER SPECIFIC ELEMENTS THAT MAY BE REQUIRED FOR PROPER INSTALLATION OF THE WORK. SUCH WORK SHALL BE FIELD VERIFIED AND CAREFULLY COORDINATED AT THE SITE BY THE CONTRACTOR.
4. ALL MATERIALS AND EQUIPMENT PROVIDED SHALL BE NEW AND SHALL BE U.L. LISTED WHERE APPLICABLE, INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS WITH ADEQUATE MAINTENANCE CLEARANCES.
5. PROVIDE WORK IN ACCORDANCE WITH THE FLORIDA BUILDING CODE, 6TH EDITION (2017), FLORIDA ENERGY EFFICIENCY CODE, FLORIDA PLUMBING CODE AND OTHER LOCAL CODES AND STANDARDS AS ENFORCED. ALL CODE REFERENCES SHALL BE THE LATEST EDITION AS OF THE CONTRACT DATE.
6. EQUIPMENT AND DESIGN OF SYSTEMS INDICATED ON THE CONTRACT DRAWINGS ARE TO ESTABLISH THE SPECIFIED STANDARD OF QUALITY AND TO PROVIDE THE REQUIRED TYPE(S), SIZE(S), AND CONFIGURATION.
7. EXCEPT WHERE INDICATED IN DIMENSIONAL DETAIL, THE LOCATIONS OF PLUMBING, MECHANICAL EQUIPMENT, PIPING, AND FITTINGS ARE APPROXIMATE. EXACT LOCATIONS SHALL BE DETERMINED BY THE CONTRACTOR AND SHALL BE COORDINATED WITH ALL APPLICABLE TRADES.
8. TYPICAL DETAILS APPLY TO ALL SITUATIONS WHERE SIMILAR CONDITIONS EXIST AND ARE INTENDED TO BE USED AS APPROPRIATE FOR THE APPLICATION INTENDED UNLESS OTHERWISE INDICATED. REFER TO P-500.
9. ALL EXTERIOR COMPONENTS SHALL WITHSTAND WIND LOADS OF 120 MPH OR AS REQUIRED BY LOCALLY ENFORCED CODES, WHICHEVER IS GREATER. ALL EXTERIOR SUPPORTS SHALL BE ANCHORED TO THE SUPPORTING STRUCTURE.
10. PROVIDE ALL SUPPLEMENTARY STEEL AND FOUNDATIONS FOR SUPPORTS AND BRACING OF ALL PIPING AND EQUIPMENT.
11. PROVIDE PROTECTION FOR ALL CONNECTIONS AND POINTS OF CONTACT OF DISSIMILAR METALS FROM ELECTROLYTIC CORROSION TO BE PROVIDED FOR THIS PROJECT.
12. PROVIDE ACCESS DOORS/PANELS AS REQUIRED FOR ACCESS TO ALL VALVES OR OTHER COMPONENTS WHERE FLOORS, WALLS, CEILINGS, CHASES, ETC. WOULD OTHERWISE PREVENT NECESSARY ACCESS.
13. UNLESS APPROVED ALL DOMESTIC WATER SUPPLY PIPING SHALL BE COPPER TUBING PER ASTM B88, TYPE L (TYPE M, FOR UNDERGROUND) WITH ANSI B.16.18 OR ANSI B16.22 SOLDER JOINT FITTINGS OR WITH ANSI B16.26 FLARED JOINT FITTINGS. PROVIDE ASTM B42 COPPER PIPE NIPPLES WITH THREADED END CONNECTIONS. PROVIDE ASTM B32 95-5 TIN-ANTIMONY SOLDER OR STANDARD PLUMBING CODE APPROVED LEAD-FREE SOLDER. HYDROSTATICALLY TEST SUPPLY PIPING AT NOT LESS THAN 100 PSIG WITH NO LEAKAGE OR REDUCTION IN GAGE PRESSURE FOR 2 HOURS.
14. PROVIDE AND INSTALL NEW FIXTURES, COMPLETE WITH VALVES, STOPS, STRAPS AND PIPING.
15. PROVIDE PROTECTION FOR ALL CONNECTIONS AND POINTS OF CONTACT OF DISSIMILAR METALS FROM ELECTROLYTIC CORROSION. PROVIDE DIELECTRIC WATERWAYS AT ALL WATER HEATER CONNECTIONS, "CLEARFLOW" AS MANUFACTURED BY VICTAULIC, OR APPROVED EQUAL.
16. MAKE WATER CONNECTIONS TO FIXTURES ABOVE FLOOR.
17. PROVIDE CLEANOUTS IN ACCORDANCE WITH APPROPRIATE CODES AND REGULATIONS AND AS SHOWN. PROVIDE 18-INCH MINIMUM CLEARANCE FOR RODDING OF CLEANOUTS. PROVIDE CLEANOUTS AT THE BASE OF ALL SOIL AND WASTE STACKS. PROVIDE ACCESS DOORS FOR CLEANOUTS IN INACCESSIBLE LOCATIONS.
18. PROVIDE ISOLATION VALVES ON CW AND HW SUPPLY MAINS AS INDICATED.
19. CONCEAL PIPING ABOVE CEILINGS, WITHIN WALLS OR CHASES EXCEPT IN MECHANICAL ROOMS OR AS SPECIFICALLY NOTED.
20. DO NOT ROUTE WATER PIPING ABOVE ELECTRICAL PANELS OR EQUIPMENT.
21. PIPING SHALL BE SUPPORTED IN ACCORDANCE WITH MSS SP-58 AND MSS SP-69 AND PER THE FLORIDA BUILDING CODE.
22. CONFIRM LOCATION AND ELEVATION OF ALL CROSSING LINES PRIOR TO INSTALLING ANY PIPE. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE CONTRACTING OFFICER.
23. ALL ACCESSIBLE PLUMBING FIXTURES SHALL COMPLY WITH THE UNIFORM FEDERAL ACCESSIBILITY STANDARD.
24. POTABLE WATER SYSTEMS SHALL BE SANITIZED AND TESTED PER AWWA C651-92.
25. VALVES INCLUDED IN POTABLE WATER SUPPLY PIPING SHALL BE BRONZE GATE VALVES PER MSS SP-80 OR BALL VALVES PER MSS SP-110, CLASS 125, WITH SOLDER OR THREADED END CONNECTIONS.
26. PROVIDE ONE PIECE CHROMIUM PLATED ON COPPER ALLOY ESCUTCHEON PLATES FOR ALL PIPING PASSING THROUGH WALLS IN FINISHED SPACES. PROVIDE PAINTED FINISH ON METAL IN UNFINISHED SPACES.
27. EXPOSED HOT WATER PIPING INSULATION: PROVIDE 1" THICK MOLDED FIBERGLASS INSULATION WITH PRE-SIZED FACTORY APPLIED FRJ JACKET OF GLASS CLOTH WITH LONGITUDINAL LAP AND BUTT JOINT STRIPS WITH SELF SEALING ADHESIVE OR 1" THICK FOAMED PLASTIC INSULATION.
28. PROVIDE SUBMITTALS AS INDICATED ON THE PLUMBING SUBMITTALS TABLE ON THIS DRAWING. MARK EQUIPMENT TO BE PROVIDED CLEARLY; INCLUDING OPERATING CAPACITIES AND REQUIREMENTS PER THE SCHEDULES AND SPECIFICATIONS.

PLUMBING SUBMITTALS

ITEM	PRODUCT DATA		SHOP DRAWINGS		TEST REPORTS		COORDINATION DRAWINGS		WIRING DIAGRAMS		O & M MANUAL	
	1	2	1	2	1	2	1	2	1	2	1	2
PIPE AND FITTINGS	X	X										
VALVES	X	X									X	X
PIPE HANGERS AND SUPPORTS	X	X										

NOTES:
(1) FOR REVIEW
(2) FOR RECORD

DIRECTION TAKEN
#
PHOTO #

PHOTO CALL OUT

DIRECTION OF SECTION
VIEW IDENTIFICATION
CUT FROM
SHOWN ON

SECTION CALL OUT

VIEW IDENTIFICATION
CUT FROM
SHOWN ON

DETAIL CALL OUT

EQUIPMENT DESIGNATION
EQUIPMENT NUMBER OR E FOR EXISTING

NOTE: REFER TO SCHEDULES FOR ADDITIONAL INFORMATION REGARDING EQUIPMENT.

EQUIPMENT TAG OF SCHEDULED EQUIPMENT

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
321.799.2970 | www.cdeco.com
Registry 8072

DATE | DESCRIPTION | REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

PLUMBING ABBREVIATIONS, LEGEND AND NOTES

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

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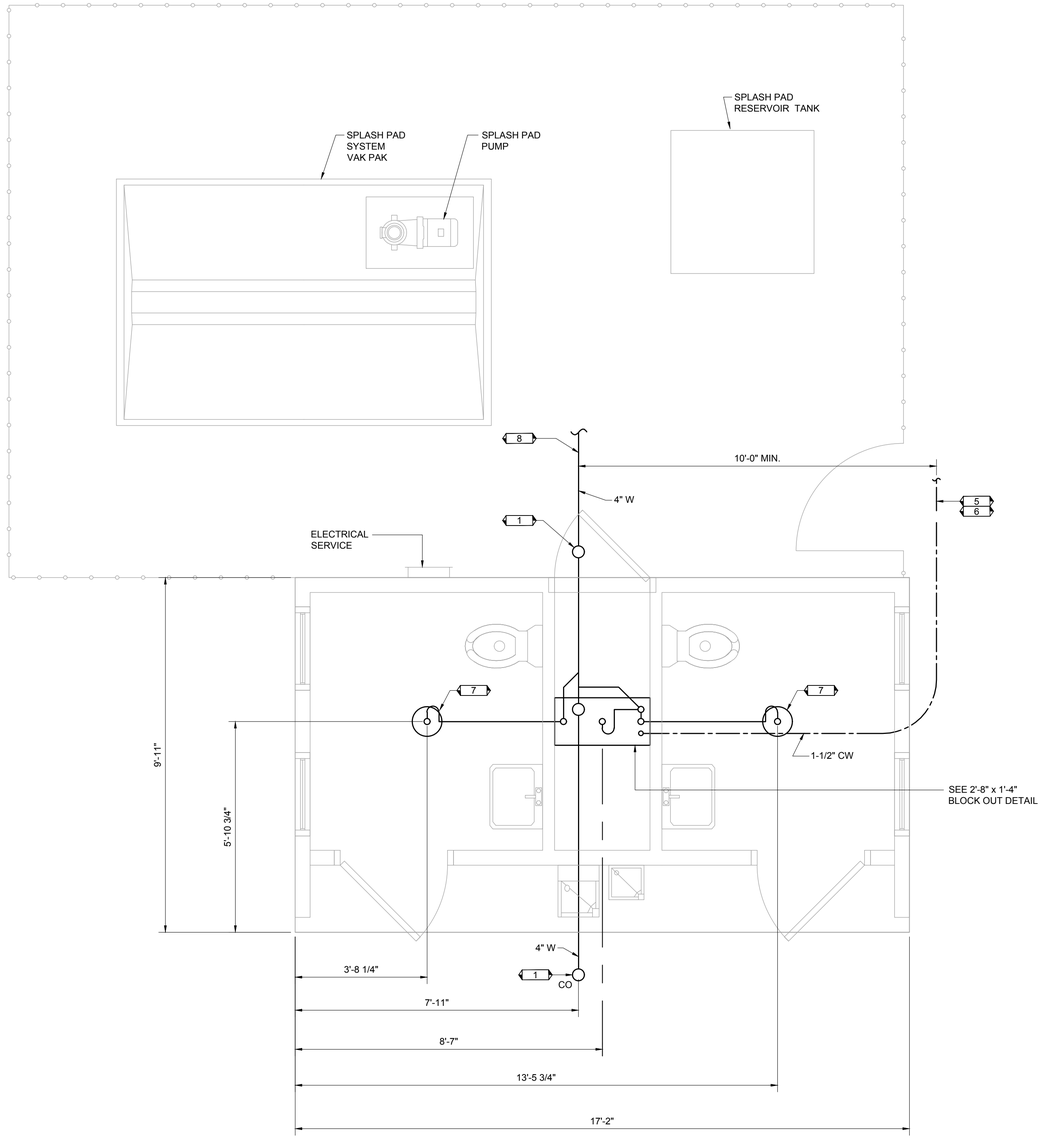
ESTEBAN LOPEZ
LICENSE
No. 96326
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. BECK
DESIGN	E. LOPEZ
CHECK	M. CHARMBURY
FILE	P-001.dwg

P-001

X:\Projects\60263 - City_of_Ft_Pierce_Cont_Services\0002_Coach Fenn Park\2.6_CAD\1 - 60263\Sheets\P-001.dwg 1/15/2026 8:47:46 AM



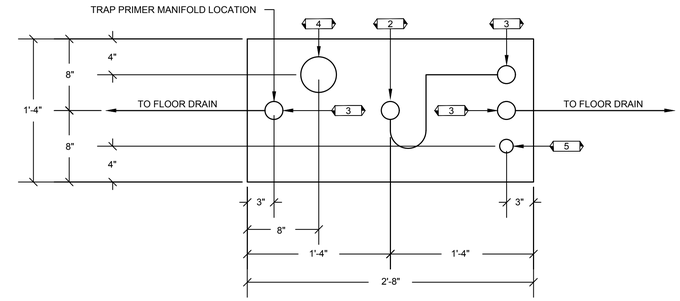
PLUMBING PLAN
1/2" = 1'-0"

PIPING LEGEND:

- ---------- BELOW FLOOR VENT PIPING SCH 40 ABS TYPE DWV
- ———— BELOW FLOOR PIPING WASTE PIPING SCH 40 ABS TYPE DWV
- — — ——— — — 1-1/2" TYPE "K" ANNEALED "SOFT" COPPER WATER SERVICE

KEY NOTES: (#)

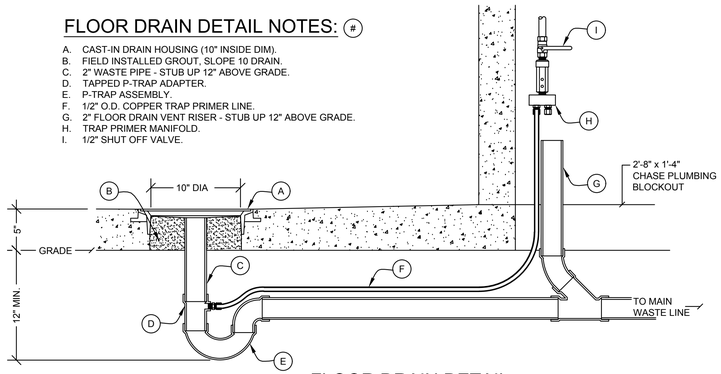
1. 4" CLEAN OUT TO GRADE.
2. 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY CITY OF FORT PIERCE. (2'-8" x 1'-4" BLOCKOUT)
3. 2" VENT PIPES EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (2'-8" x 1'-4" BLOCKOUT)
4. 4" WASTE PIPE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE TEST PLUG. (2'-8" x 1'-4" BLOCKOUT)
5. 1-1/2" TYPE K ANNEALED "SOFT" COPPER WATER SERVICE EXTENDED 12" ABOVE FINISHED FLOOR LEVEL, PROVIDE CAP AT END. (2'-8" x 1'-4" BLOCKOUT)
6. MIN. BURY PER LOCAL REQUIREMENTS TO PROTECT AGAINST FREEZING AND DAMAGE.
7. 2" FLOOR DRAIN. FIELD INSTALLED TRAP PRIMER SYSTEM IF REQUIRED BY CITY OF FORT PIERCE. (10" DIA BLOCKOUT)
8. 30" MIN. BURY, PROVIDE TRACER TAPE.



2'-8" x 1'-4" BLOCKOUT DETAIL
1-1/2" = 1'-0"

FLOOR DRAIN DETAIL NOTES: (#)

A. CAST-IN DRAIN HOUSING (10" INSIDE DIM).
B. FIELD INSTALLED GROUT, SLOPE 10 DRAIN.
C. 2" WASTE PIPE - STUB UP 12" ABOVE GRADE.
D. TAPPED P-TRAP ADAPTER.
E. P-TRAP ASSEMBLY.
F. 1/2" O.D. COPPER TRAP PRIMER LINE.
G. 2" FLOOR DRAIN VENT RISER - STUB UP 12" ABOVE GRADE.
H. TRAP PRIMER MANIFOLD.
I. 1/2" SHUT OFF VALVE.



FLOOR DRAIN DETAIL
N.T.S.

GRAPHIC SCALE
12" 6" 0 1'
1 1/2"=1'-0"

GRAPHIC SCALE
12" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
321.799.2970 | www.cdeco.com
Registry 8072

DATE
DESCRIPTION
REV

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

PLUMBING PLAN

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

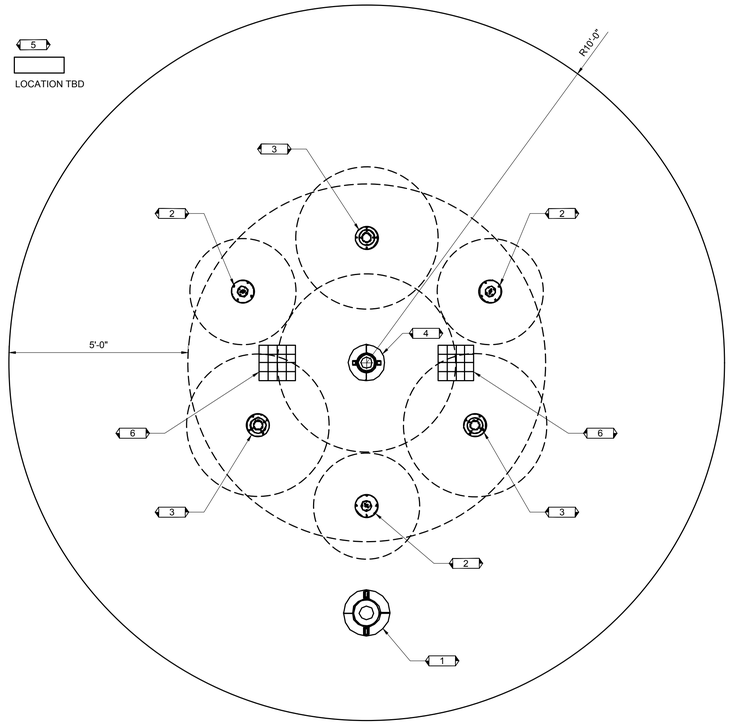
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

ESTEBAN LOPEZ
LICENSE
No. 96326
STATE OF FLORIDA
PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. BECK
DESIGN	E. LOPEZ
CHECK	M. CHARMBURY
FILE	P-101.dwg

P-101

X:\Projects\60263 - City_of_Ft_Pierce_Cont_Services\0002_Coach Fenn Park\2.6_CAD\1 - 60263\Sheets\P-101.dwg 1/15/2026 8:47:53 AM Printed By:Lance Beck



SPLASH PAD LAYOUT PLAN
1/2" = 1'-0"

GENERAL NOTES:

1. CONTRACTOR RESPONSIBLE FOR ALL PVC PIPING INCLUDING FLANGES, ELBOWS, GASKETS AND HARDWARE TO CONNECT ALL ABOVE EQUIPMENT TO OPERATE PROPERLY AND IN COMPLIANCE WITH LOCAL PLUMBING REGULATIONS.
2. 2% GRADE SLOPED FROM PERIMETER TO MAIN DRAIN FRAMES.
3. 5FT BUFFER ZONE FROM PERIMETER IS CALCULATED.
4. DASHED LINES INDICATE AREA OF INFLUENCE.

KEY NOTES:

1. STAINLESS LED TOUCH BOLLARD
2. (3) LOW FLOW UPSTREAM JET OM
3. (3) LOW FLOW MINI POPKORN JET OM
4. STAINLESS LOW FLOW BELLE SPRAY JET OM
5. STAINLESS ENCLOSURE WITH MANIFOLD, 2" PRV, SOLENOIDS, BALL VALVES, RAIN MAKER CONTROL.
6. (2) 12 x 12 DRAIN BASIN

GRAPHIC SCALE
12" 0 1' 2' 3' 4' 5'
1/2"=1'-0"

CAPE DESIGN ENGINEERING
2725 Center Place
Melbourne, FL 32940
321.799.2970 | www.cdeco.com
Registry 8072

REV | DESCRIPTION | DATE

COACH FENN PARK IMPROVEMENT
2306 AVE I, FORT PIERCE, FLORIDA 34950
CITY OF FORT PIERCE

SPLASH PAD LAYOUT PLAN

IN MY PROFESSIONAL JUDGEMENT AND THE BEST OF MY KNOWLEDGE AND BELIEF, THESE PLANS AND SPECIFICATIONS COMPLY WITH THE FLORIDA BUILDING CODE 2023.

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ESTEBAN LOPEZ LICENSE No. 96326 STATE OF FLORIDA PROFESSIONAL ENGINEER

CDE #	60263
DATE	01/16/2026
DRAWN	L. BECK
DESIGN	E. LOPEZ
CHECK	M. CHARMBURY
FILE	P-102.dwg

P-102

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PLEASE REFER TO
EXHIBIT D –
DRAINANGE AND GEOTECHNICAL REPORTS,
ATTACHED AS PDF FILES,
FOR THE PROJECT'S TECHNICAL SPECIFICATIONS

END OF SECTION

COACH FENN PARK IMPROVEMENTS

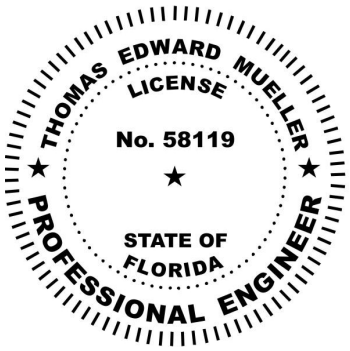
2306 AVENUE I
Fort Pierce, Florida

PROPOSED DRAINAGE DESIGN

January, 2026

Thomas Mueller, P.E.

GM2 ASSOCIATES, INC.
12798 W. FOREST HILL BOULEVARD, SUITE 201
WELLINGTON, FL 33414
PHONE: (561) 792-9000
C.A. 7969
tmueller@GM2inc.com



This item has been digitally signed and sealed by Thomas Mueller, 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.

_____
Thomas Mueller, P.E.
License No. 58119

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1. Project Background 2

2. Existing Conditions 2

3. Existing Site Drainage 2

4. Proposed Site Drainage 3

5. Land Use Summary 3

6. Water Quality 5

7. Nutrient Loading Caclculations 6

8. Retention Basin Recovery 7

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APPENDIX ‘B’ NRCS SOILS MAP

APPENDIX ‘C’ SATURATED HYDRAULIC CONDUCTIVITY

APPENDIX ‘D’ NUTRIENT LOADING CALCULATIONS

APPENDIX ‘E’ STAGE STORAGE CALCULATIONS

APPENDIX ‘F’ SFWMD RAINFALL RETURNS

APPENDIX ‘G’ STORMWISE (ICPR) REPORTS

COACH FENN PARK IMPROVEMENTS
Proposed Drainage Design

1. Project Background

The COACH FENN PARK is located between Avenue I and Avenue K and N23rth Street in the City of Fort Pierce, Saint Lucie County, Florida.
The site is in Section 24, Township 28 South, and Range 19 East.

Proposed improvements include a driveway, 16 pervious parking spaces on the NE corner of the park, a splash pad, a restroom building and a Pavillon.

These improvements are located at the northwest corner of the park and encompass approximately 0.6 acres of disturbed area.

2. Existing Conditions

The property is home to a Boys and Girls Club, and residences include a playground, a basketball court and a baseball field.

By graphical plotting, the site lies within Zone X as shown on the Federal Emergency Management Agency (FEMA) Flood Information Rate Map (FIRM) panel 12111C0178J as published in June 2024. Zone X is defined as 'Area of Minimal Flooding'. Refer to Appendix A for a portion of the FEMA FIRM that includes this property.

Soils that underlay the site include Waveland and Immokalee fine sands and Waveland-Urban land. Both soil types are classified as Hydrologic Soil Group A. Refer to Appendix B for a Natural Resource Conservation Service (NRCS) soils map.

The Seasonal water table elevation was adopted from the Pinecrest Estates Drainage Improvements, Permit # 5603173P

3. Existing Site Drainage

The site drains by overland flow from the central portion of the site to the north, east and south lot lines, directing water to the adjacent N23th street, Avenue I and Avenue K. No organized, designed drainage is apparent on the site.

4. Proposed Site Drainage

The runoff from the proposed driveway will slope down to the proposed pervious parking area to later be directed by a perimeter swale to a Dry Retention Basin with no outside discharge.

5. Land Use Summary

Pre-Improvement Summary						
Basin	Pervious Area (ac)		Impervious Area (ac)		Building/Lake Area (ac)	
	SF	AC	SF	AC	SF	AC
SITE	26,786.00	0.61				
SIDEWALK				-		
OPEN AREA	26,786.00	0.61				
Total	26,786.00	0.61	-	-		-
%		100%		0%		0.0%

Post-Improvement Summary						
Basin	Pervious Area (ac)		Impervious Area (ac)		Building/Lake Area (ac)	
	SF	AC	SF	AC	SF	AC
SITE	26,786.00	0.61				
Impervious Pavement			4,721.00	0.11		
Pervious Pavement	2,567.00	0.06				
Building					436.00	0.01
Splash Pad			314.00	0.01		
Sidewalk			860.00	0.02		
Open Area	17,888.00	0.40		`		
Total	17,888.00	0.46	5,895.00	0.14	436.00	0.01
			Impervious + Building=		0.15	ac
%		76%		22%		2%

6. Water Quantity

The proposed improvements add impervious area to the Site, but the proposed Retention basin and Swales are reducing significantly the amount of runoff from the Site.

The Pre-Improvement Run-off Volume for the 10 Year-1 day = 0.24 ac-ft

The Post- Improvement Run-off Volume for the 10 Year-1 day = 0.10 ac-ft

On this basis the reduction in stormwater runoff is expected to lower the design stages than those for the current conditions

The peak stage for the 100-Year, 3- day of current conditions is 19.91 feet

The peak stage for the 100-Year, 3-day of the proposed improvement is 19.9 feet .

The max flow for the Site for the 25 Year 3-day storm is 0.96 cfs. With the addition of the Retention Pond the max flow for the Site for the 25 year 3 day storm is 0.11 cfs reducing significantly the discharge.

The retention pond is required to contain the 10-year 24-hour rain event prior to discharge. This is achieved at an elevation of 19.61 and is equated to a volume of 0.16 acre-feet.

Refer to Appendix G for Stormwise (ICPR) and Appendix E for Stage Storage Reports.

7. Nutrient Loading Calculations and water quality

The nutrient loading calculations for the current site (pre-development) and the proposed site (post-development) are provided in Appendix D. The assessment area for the site has been taken as the area within the silt fence around the construction site as shown in the Site Plan. The Site area within the Silt fence is 0.61 ac.

The required reduction efficiency is 95% for both TN and TP, to satisfy the new water quality rule for an impaired water body and OFW. To achieve this removal efficiency, 2.9 inches of dry retention is required. This corresponds to 0.15 ac-ft of dry retention volume over the 0.61 ac site.

Runoff from the site will be directed through swales to the Dry Retention basin.

Refer to Appendix D for nutrient loading calculations.

8. Retention Basin Recovery

To Dry Retention Basin Recovery calculation, show a total drawdown time of 15.43 hrs. with a permeability Rate of 0.00027 ft/sec.

COACH FENN PARK			
Dry Retention Recovery Calculation			
Dry Retention Bottom Area		4,574.00	SF
Depth		7.50	FT
Permeability Rate		0.00027	FT/Sec
Permeability Rate		3703.70	Sec/FT
Drawdown Time		27777.78	Sec
		7.72	Hrs
Factor of Saftey = 2 (Total Drawdown Time)		**15.43**	**Hrs**

Refer to Appendix C for the Saturated Hydraulic Conductivity value.

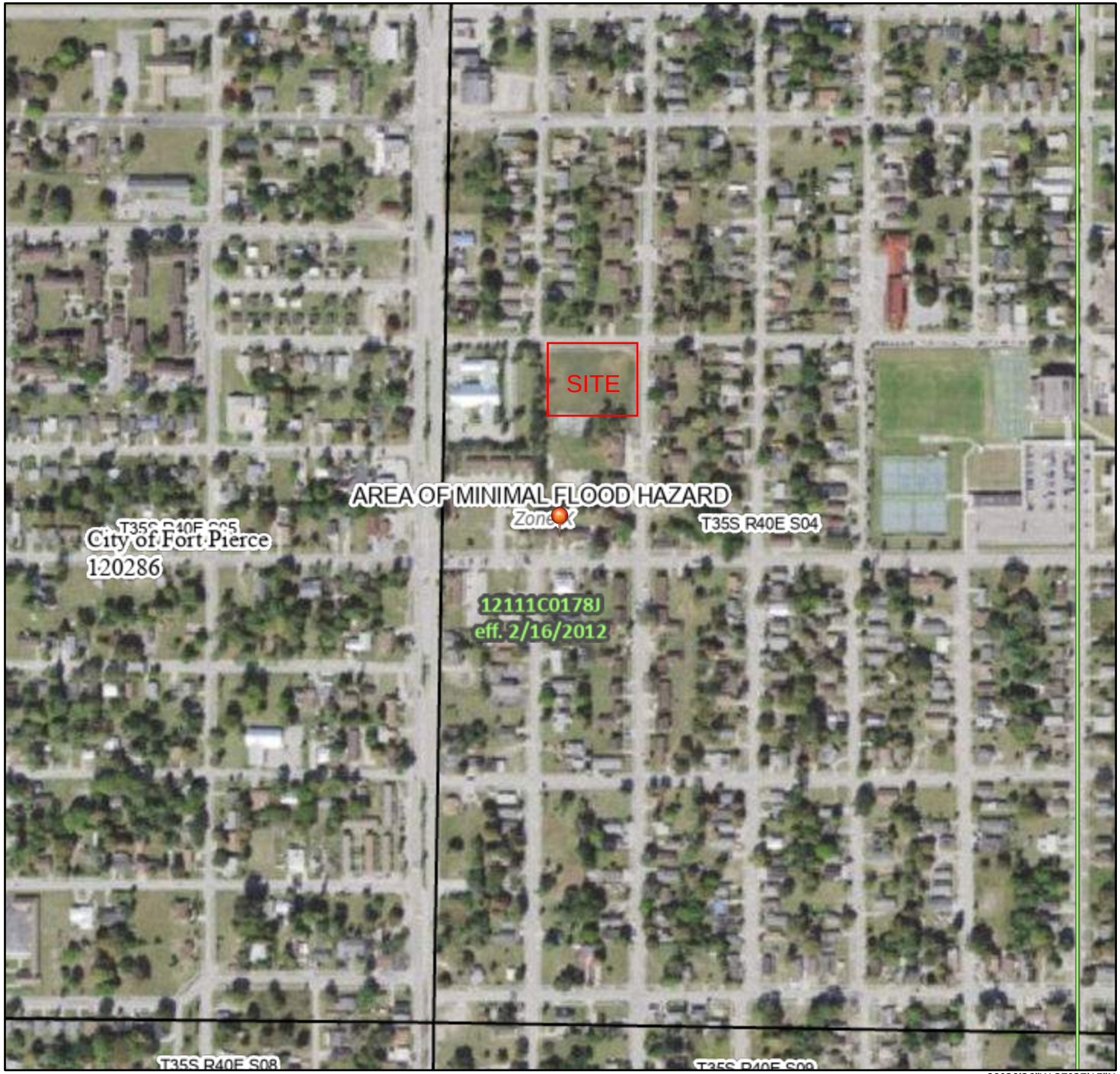
APPENDIX ‘A’

FEMA FIRM

National Flood Hazard Layer FIRMette

FEMA

80°21'14"W 27°27'47"N



80°20'36"W 27°27'15"N

Feet

0 250 500 1,000 1,500 2,000

1:6,000

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
- 20.2 — Cross Sections with 1% Annual Chance
- 17.5 — Water Surface Elevation
- Coastal Transect
- 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 1/12/2026 at 8:01 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.

APPENDIX ‘B’

NRCS SOILS MAP

Soil Map—St. Lucie County, Florida
(COACH FENN PARK)



Map Scale: 1:805 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 10 20 40 60

Feet
0 35 70 140 210

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

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 19, Aug 29, 2025

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.

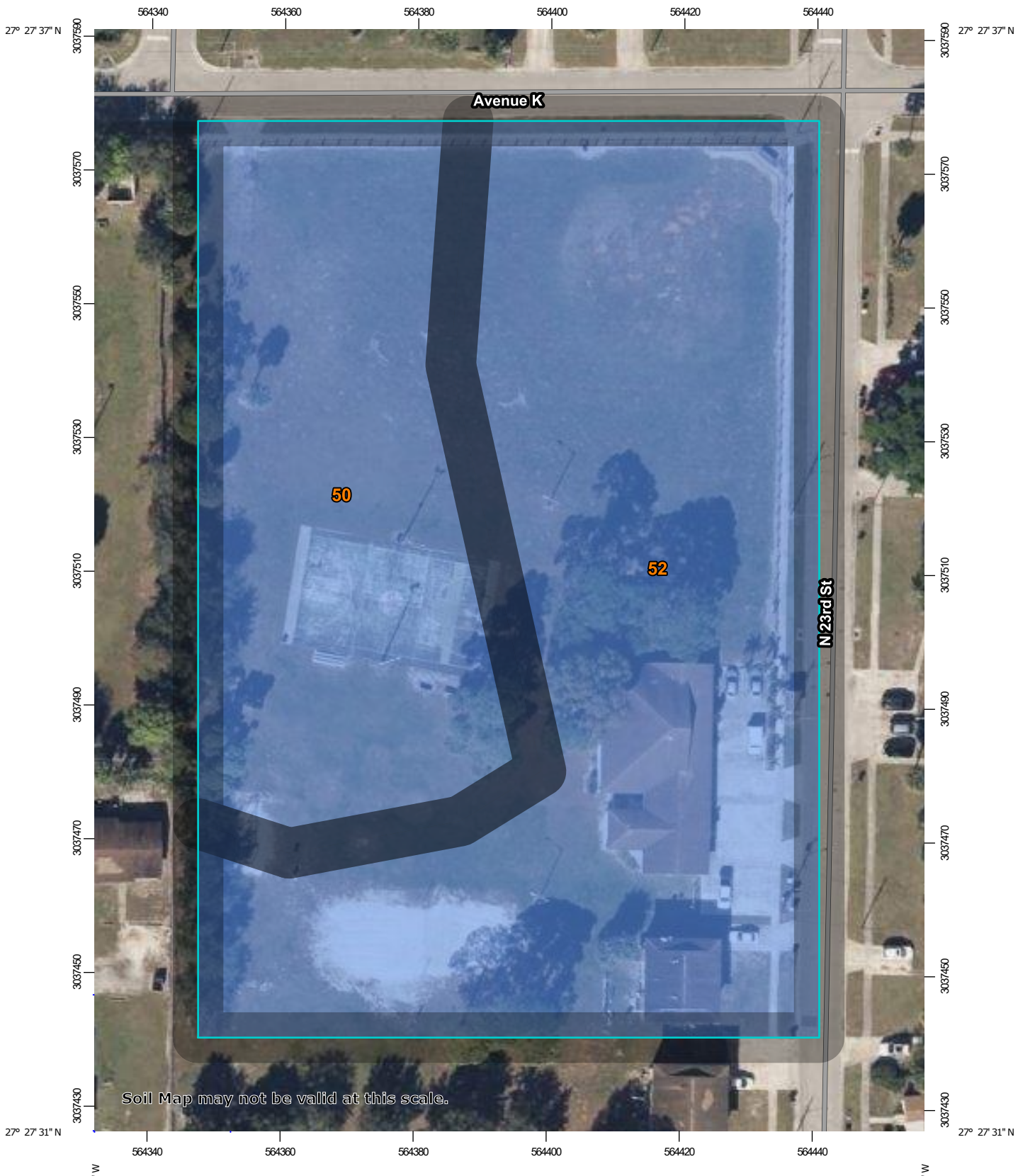
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
50	Waveland and Immokalee fine sands	1.1	35.9%
52	Waveland-Urban land complex	2.0	64.1%
Totals for Area of Interest		**3.2**	**100.0%**

APPENDIX 'C'

SATURATED HYDRAULIC CONDUCTIVITY

Saturated Hydraulic Conductivity (Ksat), Standard Classes—St. Lucie County, Florida
(COACH FENN PARK)



Map Scale: 1:805 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 10 20 40 60

Feet
0 35 70 140 210

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils

Soil Rating Polygons
- Very Low (0.0 - 0.01)
- Low (0.01 - 0.1)
- Moderately Low (0.1 - 1)
- Moderately High (1 - 10)
- High (10 - 100)
- Very High (100 - 705)
- Not rated or not available

Soil Rating Lines
- Very Low (0.0 - 0.01)
- Low (0.01 - 0.1)
- Moderately Low (0.1 - 1)
- Moderately High (1 - 10)
- High (10 - 100)
- Very High (100 - 705)
- Not rated or not available

Soil Rating Points
- Very Low (0.0 - 0.01)
- Low (0.01 - 0.1)
- Moderately Low (0.1 - 1)
- Moderately High (1 - 10)
- High (10 - 100)
- Very High (100 - 705)
- Not rated or not available

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 19, Aug 29, 2025

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.

Saturated Hydraulic Conductivity (Ksat), Standard Classes

Map unit symbol	Map unit name	Rating (micrometers per second)	Acres in AOI	Percent of AOI
50	Waveland and Immokalee fine sands	81.9890	1.1	35.9%
52	Waveland-Urban land complex	81.9890	2.0	64.1%
Totals for Area of Interest			**3.2**	**100.0%**

Description

Saturated hydraulic conductivity (Ksat) refers to the ease with which pores in a saturated soil transmit water. The estimates are expressed in terms of micrometers per second. They are based on soil characteristics observed in the field, particularly structure, porosity, and texture. Saturated hydraulic conductivity is considered in the design of soil drainage systems and septic tank absorption fields.

For each soil layer, this attribute is actually recorded as three separate values in the database. A low value and a high value indicate the range of this attribute for the soil component. A "representative" value indicates the expected value of this attribute for the component. For this soil property, only the representative value is used.

The numeric Ksat values have been grouped according to standard Ksat class limits. The classes are:

Very low: 0.00 to 0.01

Low: 0.01 to 0.1

Moderately low: 0.1 to 1.0

Moderately high: 1 to 10

High: 10 to 100

Very high: 100 to 705

Rating Options

Units of Measure: micrometers per second

Aggregation Method: Dominant Component

Component Percent Cutoff: None Specified

Tie-break Rule: Fastest

Interpret Nulls as Zero: No

Layer Options (Horizon Aggregation Method): Depth Range (Weighted Average)

Top Depth: 0

Bottom Depth: 36

Units of Measure: Inches

APPENDIX 'D'

NUTRIENT LOADING CALCULATIONS

COACH FENN PARK

STORM WATER QUALITY TREATEMENT EVALUATION.

I. Project Description

The proposed project consists of the construction of an splash pad area , an small Pavillon , Restroom facilities and a parking Lot with 15 standard Pervious concrete parking spaces and a driveway and handicap impervious concrete space . To serve this facilities a water and sewer services are proposed. To provide water quality a dry retention area is proposed on the south side of the parking lot.

II. Project Characteristics

A. Type of Project : Low intensity Commercial

B. Location : Saint Lucie County

C. HUC 12: 030902060504

D. Development within an Impaired Basin: Yes

E. OFW Downstream Yes

Land Use

1. Total Area =	0.61	ac
2. Impervious area=		
a. Building Roof area=	0.01	ac
b. Impervious Pavement	0.14	ac
c. Pervious Pavement	0.06	
3. Pervious Area=	0.41	ac

F. Water Level Elevations

1. SHWT EL.=	11.00	NGVD

III. Water Quality Treatment Criteria

A. Stormwater treatment (Subsection 8.3.2 ,ERP AH Vopl. I)

1. TP Reduction= 95.00 %

2. TN Reduction= 95.00 %

3. Post-Develpoment < Pre-Development

B. Commercial Treatment Required? No

IV. Water Quality Treatment Calculations

A. Rainfall Characteristics

1. Metrerorological Region: Zone 2 (ERP Vol I Appex M1)

2. Average Annual Rainfall Depth= 54 in/yr (ERP Vol I Appex M3)

B. **Pre-Development Annual Loading**

1. Land Use Category: Low Intensity Commercial

a. EMCs

i. P= 0.93 mg/l (Table 9.2, ERP AH Vol I)

ii. N= 0.19 mg/l (Table 9.2, ERP AH Vol I)

b. Hydrologic Conditions: Good

c. HSG= Group D

d. Impervious Areas: 0.00 ac

e. Impervious CN= 98 (table 2-2a USDA-NRCS TR 55)

f. DCIA= 0.00 ac

g. DCIA%= $\frac{\text{(Impervious area)}}{\text{Total area}} \times 100\%$ (Subsection 9.2.1 ERP AH Vol I)

DCIA%= 0.00 %

h. Pervious Area= 0.61 ac

i. Pervious CN= 89 (Table 2-2a, USDA-NCRS TR-55)

j. Non-DCIA= 0.00 ((Pervious CN x Pervious Area)+(Impervious CN x Non-DCIA))/ Pervious Area+(Imp

k. Non-DCIA CN= 89.0

2. ROC= 0.224 (Appendix N, ERP AH Vol I)

3. Average Annual Rainfall (ac-ft/yr)

Annual Runoff Volume(as-ft/yr)= 0.62 ac-ft/yr (Area)(Average Annual Rainfall

4. Annual Mass Loading (kg/yr)

a. TN annual mass loading= 0.15 kg/yr

b. TP annual mass loading= 0.71 kg/yr

C. Post Development Annual Loading

1. Land Use: Low Intensity Commercial

a. EMCs

i. P= 0.93 mg/l (Table 9.2, ERP AH Vol I)

ii. N= 0.19 mg/l (Table 9.2, ERP AH Vol I)

b. Hydrologic Conditions: Good

c. HSG= Group D

d. Impervious Areas: 0.15 ac

e. Impervious CN= 98 (table 2-2a USDA-NRCS TR 55)

f. DCIA= 0.01 ac

g. DCIA%= $\frac{\text{(Impervious area)}}{\text{Total area}}$ x 100% (Subsection 9.2.1 ERP AH Vol I)

DCIA%= 1.27 %

h. Pervious Area= 0.41 ac

i. Pervious CN= 89 (Table 2-2a, USDA-NCRS TR-55)

j. Non-DCIA= 0.14 ac ((Pervious CN x Pervious Area)+(Impervious CN x Non-DCIA))/ Pervious Area+(Imp

k. Non-DCIA CN= 89.14

2. ROC= 0.24 (Appendix N, ERP AH Vol I)

3. Annual Runoff Volume(ac-ft/yr)= 0.65 ac-ft/yr (Area)(Average Annual Rainfall Depth)(ROC)(1/12 ft/in.)

4. Annual Mass Loading (kg/yr)

a. TN annual mass loading= 0.15 kg/yr

b. TP annual mass loading= 0.75 kg/yr

D. Required Load Reduction

1. TP

a. 95 % Reduction (Subsection 8.3.2(a), ERP AH Vol. I)

b. Pre/Post Percent Reduction Calculation (Subsection 8.3.2(a), ERP AH Vol. I)

1-(Pre-developm. Loading/Post Developmt. Loading))x100%)= 4.74 %

c. Required Load Removal= **0.71** kg/yr

2. TN

a. 95 **% Reduction** (Subsection 8.3.2(a), ERP AH Vol. I)

b. Pre/Post Percent Reduction Calculation (Subsection 8.3.2(a), ERP AH Vol. I)

(1-(PRE-DEVLOPM. LOADING/POST DEVELOPM. LOADINGbefore treatment))x100%)=

4.74 %

c. Required Load Removal= 4.50 kg/yr

3. **REQUIRED REDUCTION:**

	TP	TN
Net Improvement	4.74 %	4.74 %
% Reduction	95 %	95 %
Required	95 %	95 %

E. BMP DESIGN

1. Dry Retention :

a. Retention Volume

i. (2.9inch)(0.61ac)= 0.15 ac-ft

ii. Percentage of Reduction provided 95.0 %

APPENDIX 'E'

STAGE STORAGE CALCULATIONS

PRE DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

I. Site Data

A. Acreage

1. Total		0.61	ac
2. Impervious			
a. Buildings		0.00	ac
b. Roadway / Parking Area		0.00	ac
c. Sidewalks / Curbs		0.00	ac
d. N/A		0.00	ac
	Total Impervious	0.00	ac
3. Water management			
a. Lake Surface		0.00	ac
b. Lake Bank		0.00	ac
	Total lake	0.00	ac
c. Retention Area Bottom		0.00	ac
d. Retention Area Bank		0.00	ac
e. NA		0.00	ac
	Total retention/detention	0.00	ac
4. Pervious			
a. Open Space		0.61	ac
b. Pervious Pavement		0.00	ac
c. NA		0.00	ac
d. NA		0.00	ac
	Total Pervious	0.61	ac

B. Minimum elevations

1. Roads and Parking	N/A	ft-NAVD
2. Finished Floor	N/A	ft-NAVD

C. Allowable discharge

1. Pre vs Post (25 Yr-1 Day)	N/A	CSM
2. Allowable discharge for this project (25yr 1dy)	N/A	CFS

D. Water level Elevation

1. Wet season water table	11.00	ft-NAVD
2. Control elevation	N/A	ft-NAVD
3. Receiving body water level	N/A	ft-NAVD

E. Rainfall amounts

1. Design Storm (10-year, 1-day)	6.0	inches
2. Design Storm (25-year, 3-day)	10.00	inches
3. Design Storm (100-year, 3-day)	12.00	inches
4. Finish Floor (100-year, 3-day)	12.00	inches

PRE DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

III. Computations

B. SCS Curve Number

1. The wet season water/control elevation and the control elevation — N/A ft-NAVD

2. Average site finished grade

Land use	Area-A (ac)	Grade-G (ft)	A X G
Buildings	0.00	0.00	0.00
Roadway / Parking Area	0.00	0.00	0.00
Sidewalks / Curbs	0.00	0.00	0.00
N/A	0.00	0.00	0.00
Lake Surface	0.00	0.00	0.00
Lake Bank	0.00	0.00	0.00
Retention Area Bottom	0.00	0.00	0.00
Retention Area Bank	0.00	0.00	0.00
NA	0.00	0.00	0.00
Open Space	0.61	19.89	12.13
Pervious Pavement	0.00	0.00	0.00
NA	0.00	0.00	0.00
NA	0.00	0.00	0.00
Total	0.61		12.13
Weighted Site Grade			19.89 ft-NAVD

3. Runoff Curve Number

Soil Type	Cover Type	CN	HSG	Area	CN*A
Waveland and Immokalee fine sands	Open Space (Fair)	89	D	0.61	54.29
Total				0.61	54.29
Weighted CN		89			

Note: Curve number referenced from TR55 table 2-2a

4. Calculate site-wide = (1000/CN) - 10
= 1.24 inches of site-wide storage, S

5. Initial Abstraction = 0.247

Note: Referece TR55 Lookup Table 4-1

6. Ia/S = 0.20

#REF!

PRE DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

III. Computations

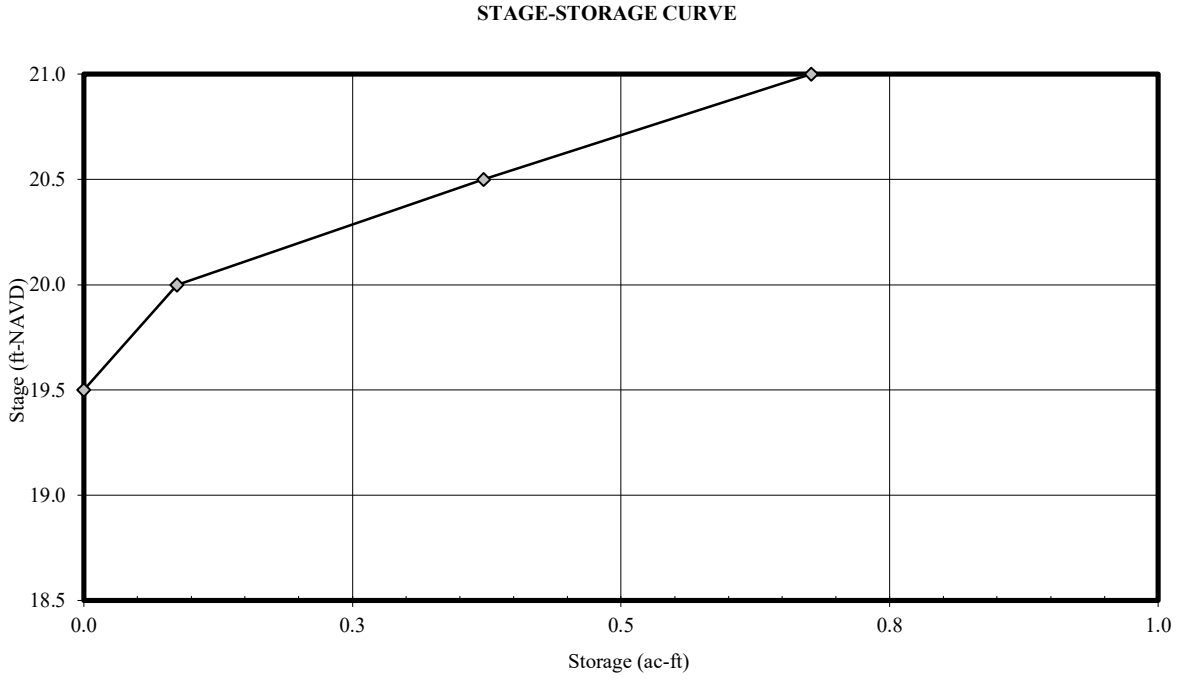
C. Project surface storage

1. Assumptions

Land Use	Start	End	Area
Buildings	0.00	0.00	0.00
Roadway / Parking Area	0.00	0.00	0.00
Sidewalks / Curbs	0.00	0.00	0.00
N/A	0.00	0.00	0.00
Lake Surface	0.00	0.00	0.00
Lake Bank	0.00	0.00	0.00
Retention Area Bottom	0.00	0.00	0.00
Retention Area Bank	0.00	0.00	0.00
NA	0.00	0.00	0.00
Open Space	19.58	20.20	0.61
Pervious Pavement	0.00	0.00	0.00
NA	0.00	0.00	0.00
NA	0.00	0.00	0.00

2. For Stage-Storage curve data, please refer to table attached.

3. Stage-Storage curve.



PRE DEVELOPMENT STAGE STORAGE

Project Name: COACH FENN PARK
Project Number: 42765

Designed: LEP
Checked: TM

Stage-Storage Curve Data

Area (ac)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.61	0.00	0.00	0.00	
Start (ft-NAVD)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	19.58	0.00	0.00	0.00	
Ends (ft-NAVD)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	20.20	0.00	0.00	0.00	
Difference	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.62	0.00	0.00	0.00	
Stage (ft-NAVD)	Buildings	Roadway / Parking Area	Sidewalks / Curbs	N/A	Lake Surface	Lake Bank	Retention Area Bottom	Retention Area Bank	Open Space	Pervious Pavement	NA	NA	Total
19.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
20.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.09	0.00	0.00	0.00	0.09
20.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.37	0.00	0.00	0.00	0.37
21.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.68	0.00	0.00	0.00	0.68
21.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.98	0.00	0.00	0.00	0.98
22.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.29	0.00	0.00	0.00	1.29
22.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.59	0.00	0.00	0.00	1.59

PRE DEVELOPMENT STAGE STORAGE

Project Name: COACH FENN PARK
Project Number: 42765.00

Designed:	LEP
Checked:	TM

IV. Design Storm Stages

A. Stage Summary

Design Storm	Stage (ft)
10-Year 1-day storm	20.27
25-Year 3-day storm	20.61
100-Year 3-day storm	20.78

B. 10-Year 1-Day Event

1. The rainfall of the 10-year 1-day storm
   = 6.00 inches
2. Inches of runoff, Q
   = [P - (0.2 X S)]^2 / [P + (0.8 X S)]
   = 4.74 inches of runoff from the 10-year 1-day storm
3. Runoff Volume
   = Inches of runoff X Site area
   = 0.24 ac-ft runoff volume
4. The zero-discharge stage corresponding to the volume of runoff is
   = 20.27 feet, see table below

Storage (ac-ft)	Stage (ft)
0.09	20.00
0.24	20.27
0.37	20.50

C. 25-Year 3-Day Event

1. The rainfall of the 25-year 3-day storm
   = 10.00 inches
2. Inches of runoff, Q
   = [P - (0.2 X S)]^2 / [P + (0.8 X S)]
   = 8.66 inches of runoff from the 25-year 1-day storm
3. Runoff Volume
   = Inches of runoff X Site area
   = 0.44 ac-ft runoff volume
4. The zero-discharge stage corresponding to the volume of runoff is
   = 20.61 feet, see table below

Storage (ac-ft)	Stage (ft)
0.37	20.50
0.44	20.61
0.68	21.00

D. 100-Year 3-Day Design Event

1. The rainfall of the 100-year 3-day storm
   = 12.00 inches
2. Inches of runoff, Q
   = [P - (0.2 X S)]^2 / [P + (0.8 X S)]
   = 10.63 inches of runoff from the 100-year 3-day storm
3. Runoff Volume
   = Inches of runoff X Site area
   = 0.54 ac-ft runoff volume
4. The zero-discharge stage corresponding to the volume of runoff is
   = 20.78 feet, see table below

Storage (ac-ft)	Stage (ft)
0.37	20.50
0.54	20.78
0.68	21.00

POST DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

I. Site Data

A. Acreage

1. Total		0.61	ac
2. Impervious			
a. Buildings		0.01	ac
b. Roadway / Parking Area		0.11	ac
c. Sidewalks		0.02	ac
d. Splash Pad		0.01	ac
	Total Impervious	0.15	ac
3. Water management			
a. Dry Retention Bottom		0.10	ac
b. Dry Retention Bank		0.06	ac
	Total Dry Retention	0.16	ac
c. Swale Bottom		0.00	ac
d. Swale Bank		0.03	ac
e. NA		0.00	ac
	Total retention/detention	0.03	ac
4. Pervious			
a. Open Space		0.20	ac
b. Pervious Pavement		0.06	ac
c. NA		0.00	ac
d. NA		0.00	ac
	Total Pervious	0.26	ac

B. Minimum elevations

1. Roads and Parking	N/A	ft-NAVD
2. Finished Floor	N/A	ft-NAVD

C. Allowable discharge

1. Pre vs Post (25 Yr-1 Day)	N/A	CSM
2. Allowable discharge for this project (25yr 1dy)	N/A	CFS

D. Water level Elevation

1. Wet season water table	11.00	ft-NAVD
2. Control elevation	N/A	ft-NAVD
3. Receiving body water level	N/A	ft-NAVD

E. Rainfall amounts

1. Design Storm (10-year, 1-day)	6.0	inches
2. Design Storm (25-year, 3-day)	10.00	inches
3. Design Storm (100-year, 3-day)	12.00	inches
4. Finish Floor (100-year, 3-day)	13.00	inches

POST DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

III. Computations

A. Quality

1. Compute the first inch of runoff from the developed project
   = 1 in X total area X (1ft/12in)
   = 0.05 ac-ft for the first inch of runoff

2. Compute 2.5 inches times the percentage of imperviousness
   a. Site area for water quality pervious/impervious calculations only:
      = Total project - (water surface + roof)
      = 0.49 ac of site area for water quality pervious/impervious
   b. Impervious area for water quality pervious/impervious calculation only:
      = (site area for water quality pervious/impervious) - pervious
      = 0.17 ac if impervious area for water quality pervious/impervious
   c. Percentage of imperviousness for water quality:
      = (Impervious area for water quality/site area for water quality) 100%
      = 35.22 % impervious
   d. For 2.5 inches times the percentage impervious:
      = 2.5 X percent impervious
      = 0.88 inches to be treated
   e. Compute volume required for water quality detention:
      = Inches to be treated X (total site - Lake)
      = 0.03 ac-ft for the 2.5 inches times the percentage imperviousness

3. Since the 0.05 ac-ft for the first inch of runoff is greater than the 0.03 ac-ft for the 2.5 inches times the percentage imperviousness
   0.05 ac-ft controls

4. Quality Stage

Storage (ac-ft)	Stage (ft)
0.00	18.50
0.05	18.92
0.06	19.00

POST DEVELOPMENT STAGE STORAGE

Project Name: COACH FENN PARK
Project Number: 42765.00

Designed: LEP
Checked: TM

III. Computations

B. SCS Curve Number

1. The wet season water/control elevation and the control elevation N/A ft-NAVD

2. Average site finished grade

Land use	Area-A (ac)	Grade-G (ft)	A X G
Buildings	0.01	20.50	0.21
Roadway / Parking Area	0.11	0.00	0.00
Sidewalks	0.02	19.95	0.40
Splash Pad	0.01	20.00	0.20
Dry Retention Bottom	0.10	18.50	1.92
Dry Retention Bank	0.06	19.10	1.15
Swale Bottom	0.00	18.50	0.00
Swale Bank	0.03	19.10	0.65
NA	0.00	0.00	0.00
Open Space	0.20	19.89	3.98
Pervious Pavement	0.06	19.70	1.18
NA	0.00	0.00	0.00
NA	0.00	0.00	0.00
Total	0.61		9.68
Weighted Site Grade			15.93 ft-NAVD
		19.36	

3. Runoff Curve Number

Soil Type	Cover Type	CN	HSG	Area	CN*A
	Paved	98		0.15	14.70
	Open Space (Fair)	49	A	0.20	9.80
Total				0.35	24.50
Weighted CN		70			

Note: Curve number referenced from TR55 table 2-2a

4. Calculate site-wide moisture storage, S
= (1000/CN) - 10
= 4.29 inches of site-wide storage, S

5. Initial Abstraction
= 0.381
Note: Referece TR55 Lookup Table 4-1

6. Ia/S
= 0.09

POST DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

III. Computations

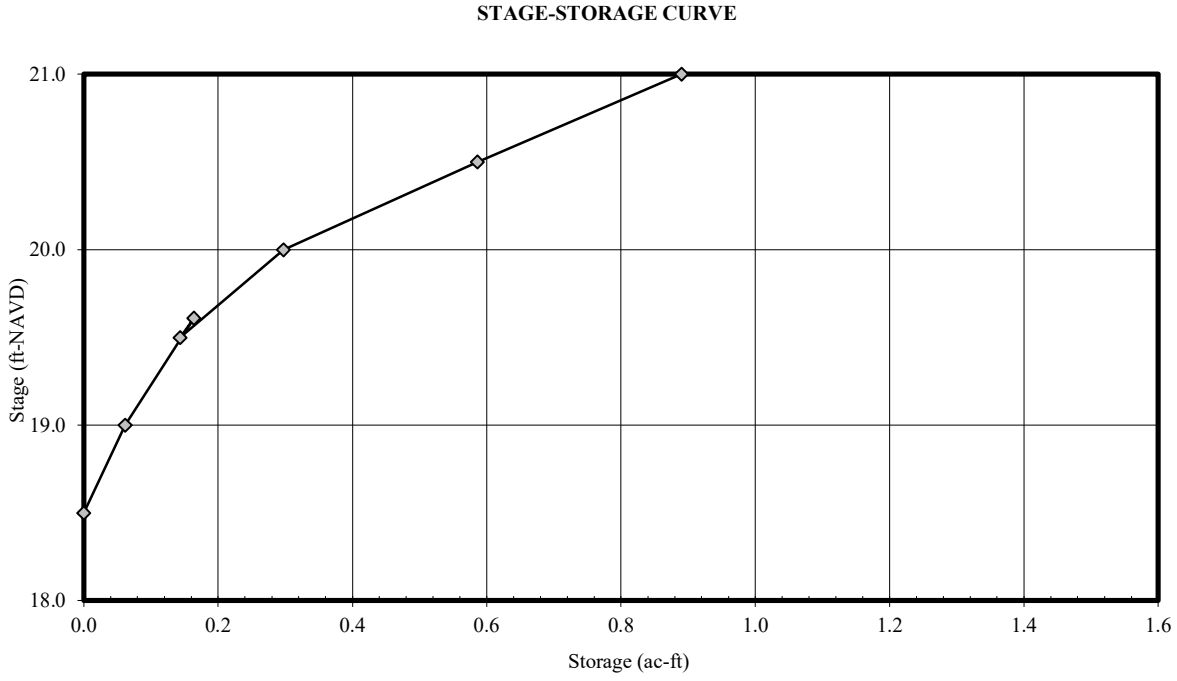
C. Project surface storage

1. Assumptions

Land Use	Start	End	Area
Buildings	20.50	20.50	0.01
Roadway / Parking Area	19.75	20.15	0.11
Sidewalks	19.75	20.15	0.02
Splash Pad	20.00	20.00	0.10
Dry Retention Bottom	18.50	18.50	0.10
Dry Retention Bank	18.50	19.70	0.06
Swale Bottom	18.50	18.50	0.00
Swale Bank	18.50	19.70	0.03
NA	0.00	0.00	0.00
Open Space	19.58	20.20	0.20
Pervious Pavement	19.70	19.70	0.06
NA	0.00	0.00	0.00
NA	0.00	0.00	0.00

2. For Stage-Storage curve data, please refer to table attached.

3. Stage-Storage curve.



POST DEVELOPMENT STAGE STORAGE

Project Name: COACH FENN PARK
Project Number: 42765

Designed: LEP
Checked: TM

Stage-Storage Curve Data

Area (ac)	0.01	0.11	0.02	0.01	0.10	0.06	0.00	0.03	0.20	0.06	0.00	0.00	
Start (ft-NAVD)	20.50	19.75	19.75	20.00	18.50	18.50	18.50	18.50	19.58	19.70	0.00	0.00	
Ends (ft-NAVD)	20.50	20.15	20.15	20.00	18.50	19.70	18.50	19.70	20.20	19.70	0.00	0.00	
Difference	0.00	0.40	0.40	0.00	0.00	1.20	0.00	1.20	0.62	0.00	0.00	0.00	
Stage (ft-NAVD)	Buildings	Roadway / Parking Area	Sidewalks	Splash Pad	Dry Retention Bottom	Dry Retention Bank	Swale Bottom	Swale Bank	Open Space	Pervious Pavement	NA	NA	Total
18.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
19.00	0.00	0.00	0.00	0.00	0.05	0.01	0.00	0.00	0.00	0.00	0.00	0.00	0.06
19.61	0.00	0.00	0.00	0.00	0.12	0.03	0.00	0.02	0.00	0.00	0.00	0.00	0.16
19.50	0.00	0.00	0.00	0.00	0.10	0.03	0.00	0.01	0.00	0.00	0.00	0.00	0.14
20.00	0.00	0.01	0.00	0.00	0.16	0.05	0.00	0.03	0.03	0.02	0.00	0.00	0.30
20.50	0.00	0.06	0.01	0.01	0.21	0.08	0.00	0.05	0.12	0.05	0.00	0.00	0.59
21.00	0.01	0.12	0.02	0.01	0.26	0.11	0.00	0.06	0.22	0.08	0.00	0.00	0.89
21.50	0.01	0.17	0.03	0.02	0.31	0.14	0.00	0.08	0.32	0.11	0.00	0.00	1.19
22.00	0.02	0.23	0.04	0.02	0.36	0.17	0.00	0.10	0.42	0.14	0.00	0.00	1.50

POST DEVELOPMENT STAGE STORAGE

Project Name:	COACH FENN PARK	Designed:	LEP
Project Number:	42765.00	Checked:	TM

IV. Design Storm Stages

A. Stage Summary

Design Storm	Stage (ft)
10-Year 1-day storm	19.51
25-Year 3-day storm	20.03
100-Year 3-day storm	20.19

B. 10-Year 1-Day Event

1. The rainfall of the 10-year 1-day storm
   = 6.00 inches
2. Inches of runoff, Q
   = [P - (0.2 X S)]^2 / [P + (0.8 X S)]
   = 2.81 inches of runoff from the 10-year 1-day storm
3. Runoff Volume
   = Inches of runoff X Site area
   = 0.14 ac-ft runoff volume
4. The zero-discharge stage corresponding to the volume of runoff is
   = 19.51 feet, see table below

Storage (ac-ft)	Stage (ft)
0.06	19.00
0.14	19.51
0.14	19.50

C. 25-Year 1-Day Event

1. The rainfall of the 25-year 3-day storm
   = 10.00 inches
2. Inches of runoff, Q
   = [P - (0.2 X S)]^2 / [P + (0.8 X S)]
   = 6.22 inches of runoff from the 25-year 3-day storm
3. Runoff Volume
   = Inches of runoff X Site area
   = 0.32 ac-ft runoff volume
4. The zero-discharge stage corresponding to the volume of runoff is
   = 20.03 feet, see table below

Storage (ac-ft)	Stage (ft)
0.30	20.00
0.32	20.03
0.59	20.50

D. 100-Year 3-Day Design Event

1. The rainfall of the 100-year 3-day storm
   = 12.00 inches
2. Inches of runoff, Q
   = [P - (0.2 X S)]^2 / [P + (0.8 X S)]
   = 8.05 inches of runoff from the 100-year 3-day storm
3. Runoff Volume
   = Inches of runoff X Site area
   = 0.41 ac-ft runoff volume
4. The zero-discharge stage corresponding to the volume of runoff is
   = 20.19 feet, see table below

Storage (ac-ft)	Stage (ft)
0.30	20.00
0.41	20.19
0.59	20.50

APPENDIX 'F'

SFWMD RAINFALL RETURNS

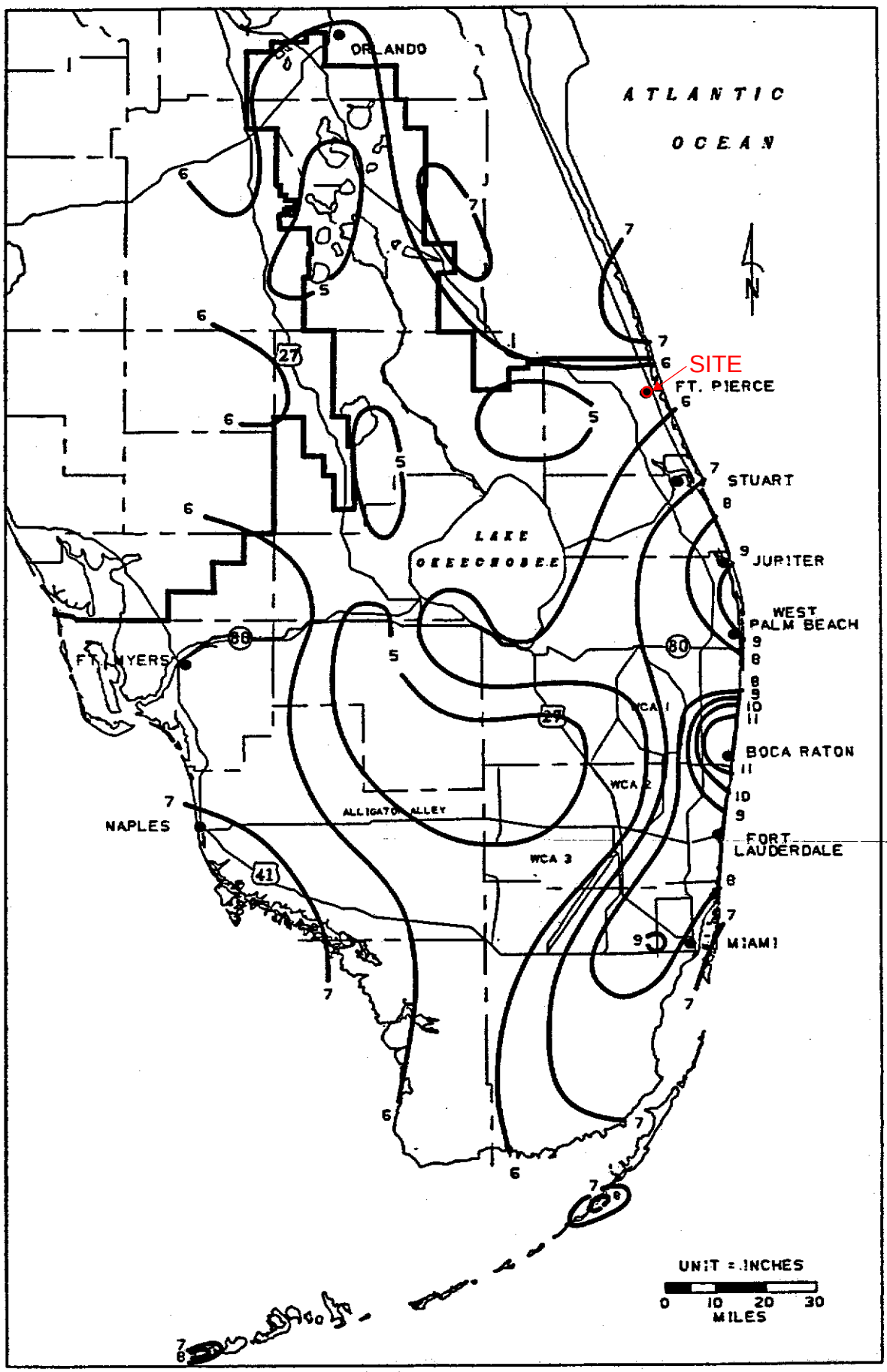


FIGURE C-4. 1-DAY RAINFALL: 10-YEAR RETURN PERIOD

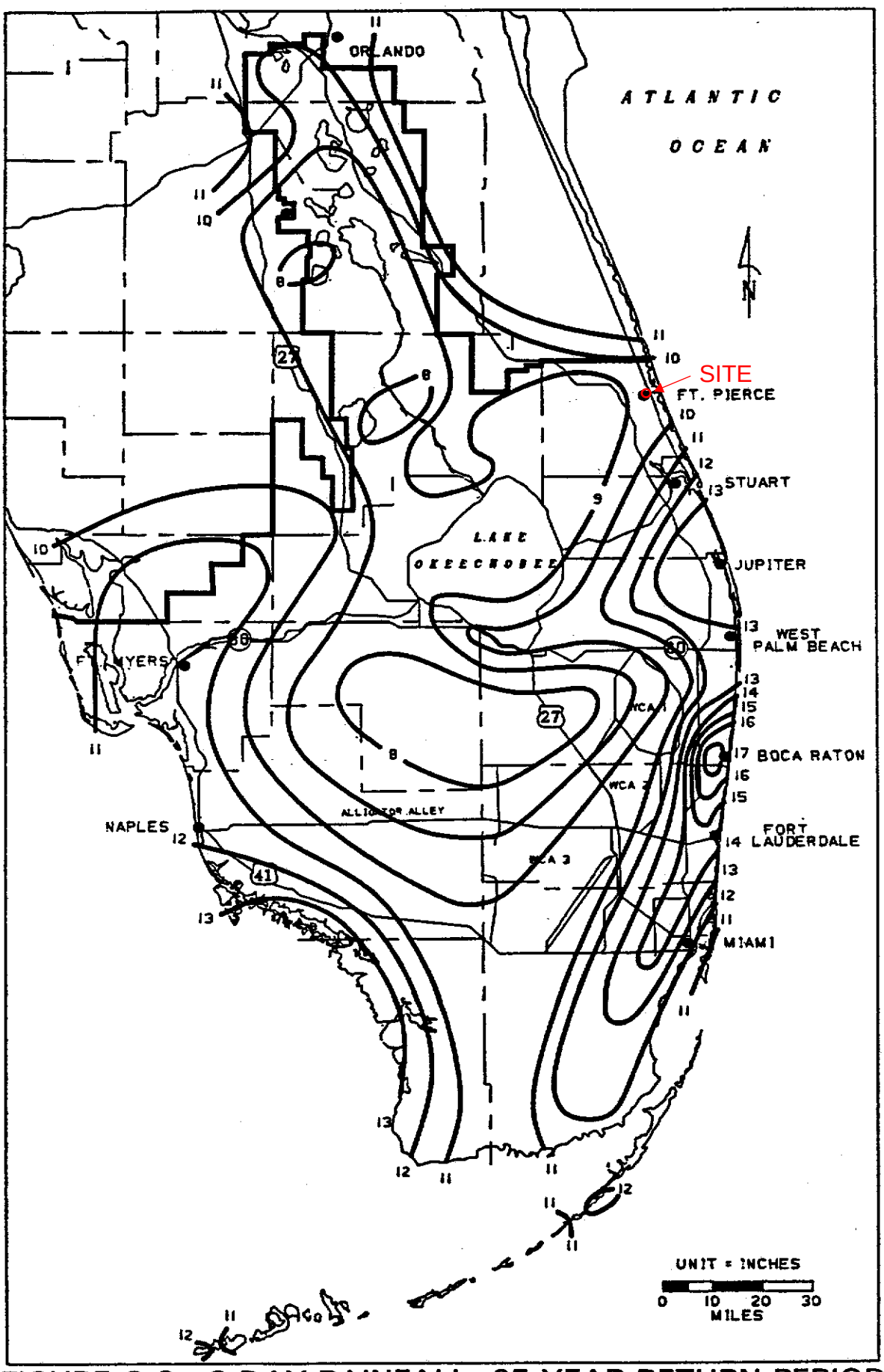


FIGURE C-8. 3-DAY RAINFALL: 25-YEAR RETURN PERIOD

Figure C-8

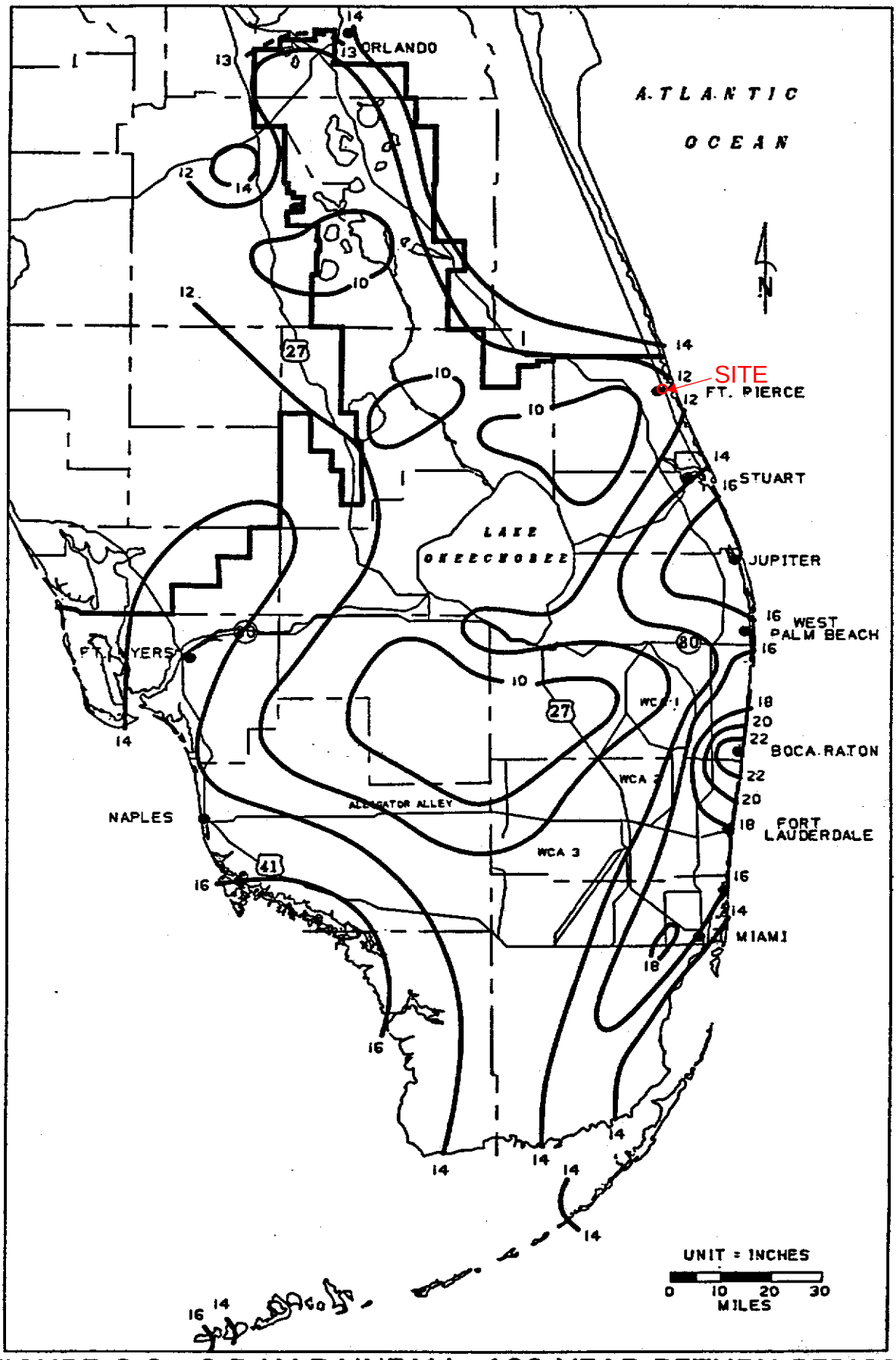


FIGURE C-9. 3-DAY RAINFALL: 100-YEAR RETURN PERIOD

Figure C-9

APPENDIX ‘G’

STORMWISE (ICPR) REPORTS



ICPR PRE DEVELOPMENT MODEL

Link Min/Max Conditions : Multi Item | (sim, name) [EXISTING CONDITIONS]

Sim Name	Link Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
100Y-3D	L-DISCHARGE	1.31	0.00	-0.03	0.64	0.64	0.64
10Y-1D	L-DISCHARGE	0.93	0.00	0.02	0.57	0.57	0.57
25Y-3D	L-DISCHARGE	0.96	0.00	-0.02	0.58	0.58	0.58

Node Max Conditions : Multi Item | (sim, name) [EXISTING CONDITIONS]

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]
100Y-3D	N-SITE	0.00	0.00	19.91	-0.0008	1.31	1.31	13063
100Y-3D	NZA-DISCHARGE	0.00	0.00	0.00	0.0000	1.31	0.00	0
10Y-1D	N-SITE	0.00	0.00	19.90	0.0010	1.42	0.93	12701
10Y-1D	NZA-DISCHARGE	0.00	0.00	0.00	0.0000	0.93	0.00	0
25Y-3D	N-SITE	0.00	0.00	19.90	-0.0006	0.97	0.96	12731
25Y-3D	NZA-DISCHARGE	0.00	0.00	0.00	0.0000	0.96	0.00	0

Simple Basin : Multi Item | (sim, name) : Runoff Summary [EXISTING CONDITIONS]

Sim Name	Basin Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]
100Y-3D	SMB-SITE	1.31	36.0000	13.00	10.31	0.4400
10Y-1D	SMB-SITE	1.42	12.0333	6.00	3.77	0.4400
25Y-3D	SMB-SITE	0.97	36.0000	10.00	7.45	0.4400

Simple Basin: SMB-SITE

Scenario:	EXISTING CONDITIONS
Node:	N-SITE
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH484
Peaking Factor:	484.0
Area:	0.4400 ac
Curve Number:	68.3
Ia/S:	0.08
% Impervious:	34.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Node: N-SITE

Scenario:	EXISTING CONDITIONS
Type:	Stage/Volume
Base Flow:	0.00 cfs
Initial Stage:	19.50 ft
Warning Stage:	0.00 ft
Alert Stage:	0.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
19.50	0.00	0
20.00	0.09	3920
20.50	0.37	16117
21.00	0.68	29621
21.50	0.98	42689
22.00	1.29	56192
22.50	1.59	69260

Comment:

Node: NZA-DISCHARGE

Scenario: EXISTING CONDITIONS
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 0.00 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Comment:

Weir Link: L-DISCHARGE

Scenario: EXISTING CONDITIONS
From Node: N-SITE
To Node: NZA-DISCHARGE
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Irregular
Invert: 19.81 ft
Control Elevation: 19.81 ft
Cross Section: X-SITE

Bottom Clip

Default: 0.00 ft
Op Table:
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: X-SITE

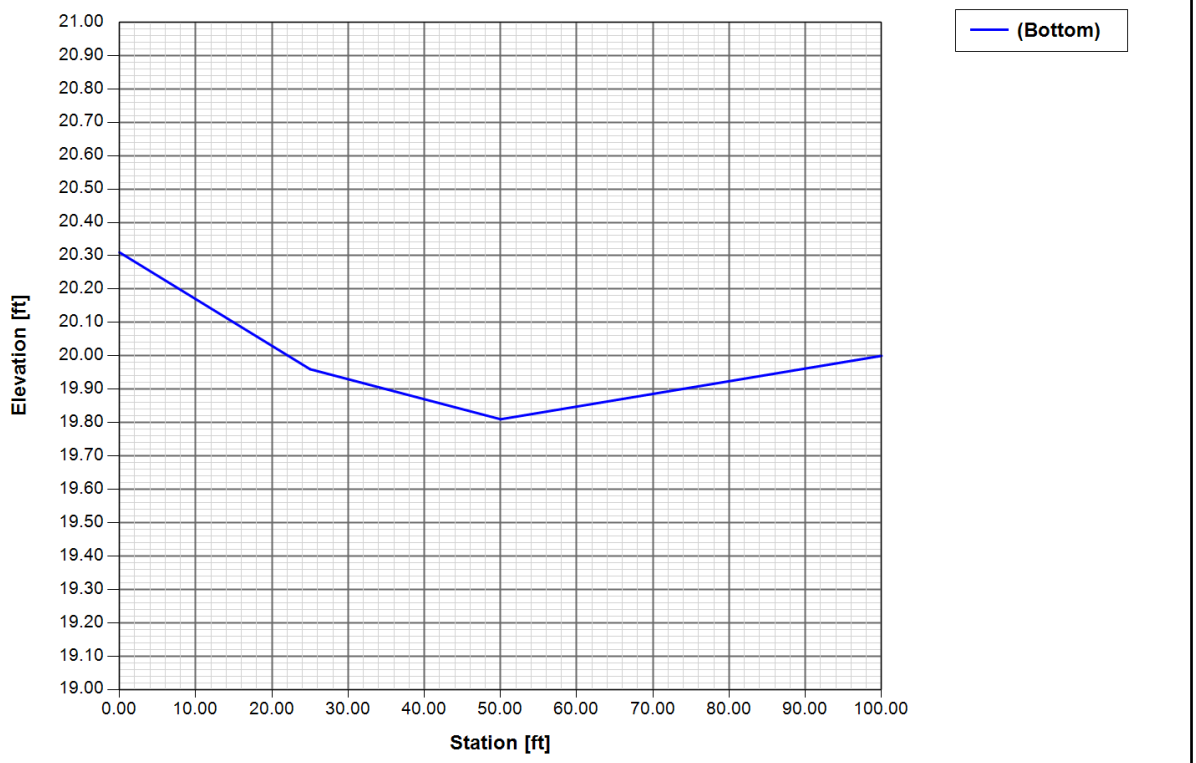
Scenario: EXISTING CONDITIONS
Lid: No

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	0.00	20.31
1	25.00	19.96
2	50.00	19.81
3	100.00	20.00

Comment:

Weir Cross Section: X-SITE Scenario: X-SITE



Simulation: 100Y-3D

Scenario:	EXISTING CONDITIONS
Run Date/Time:	1/14/2026 10:09:50 AM
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	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
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

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 13.00 in
Storm Duration: 72.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2
Energy Switch (1D): Energy

Comment:

Simulation: 10Y-1D

Scenario: EXISTING CONDITIONS
Run Date/Time: 1/14/2026 10:10:23 AM

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	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
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

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global

Rainfall Name:	~FLMOD
Rainfall Amount:	6.00 in
Storm Duration:	24.0000 hr
Dflt Damping (1D):	0.0050 ft
Min Node Srf Area (1D):	100 ft2
Energy Switch (1D):	Energy

Comment:

Simulation: 25Y-3D

Scenario: EXISTING CONDITIONS
Run Date/Time: 1/14/2026 10:10:34 AM
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	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
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

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Lookup Tables

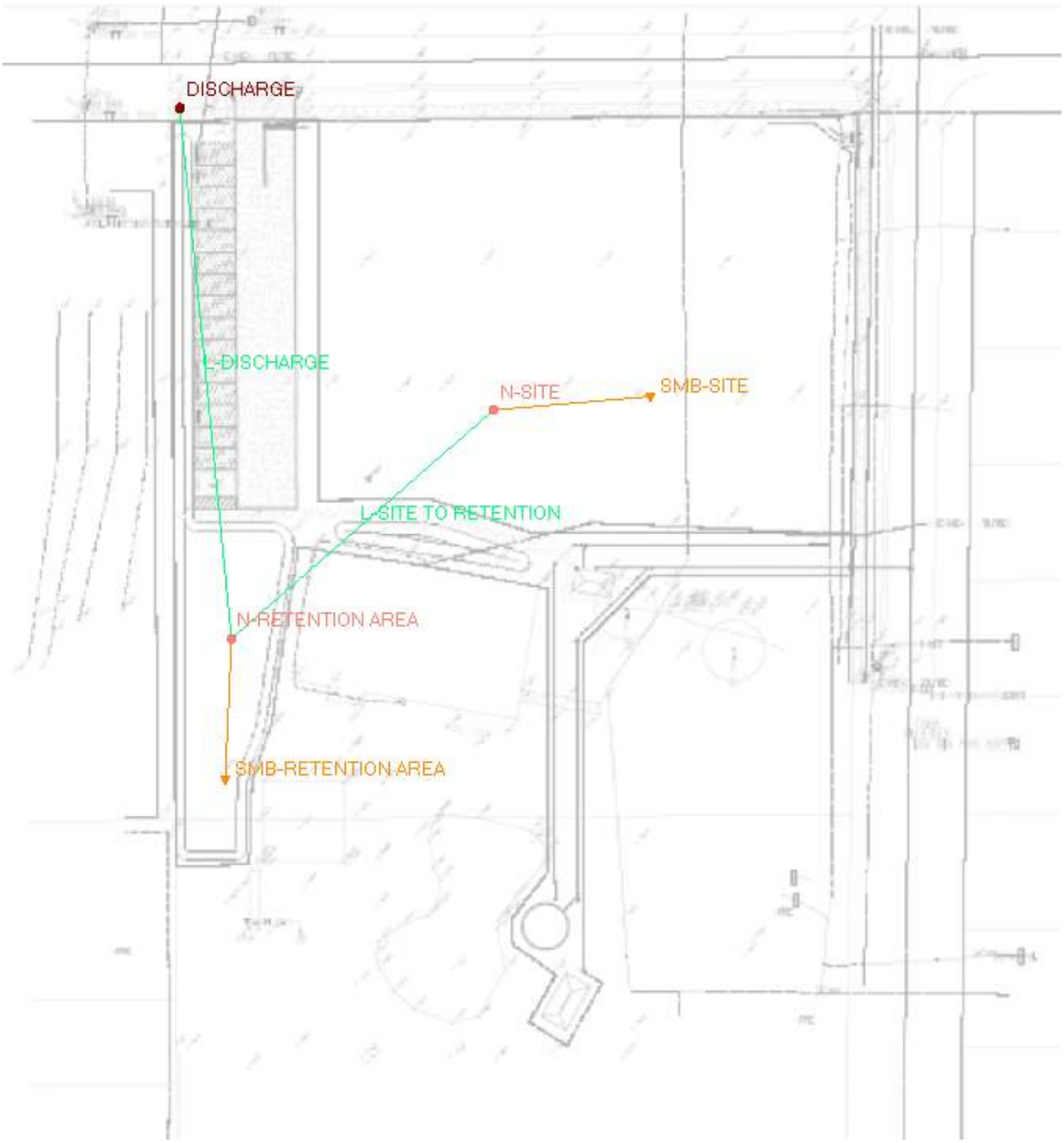
Boundary Stage Set:
Extern Hydrograph Set:

Unit Hydrograph Folder:		Curve Number Set:	
		Green-Ampt Set:	
		Vertical Layers Set:	
		Impervious Set:	

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
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		
		Rainfall Name:	~FLMOD
		Rainfall Amount:	10.00 in
		Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:



ICPR POST DEVELOPMENT MODEL

Link Min/Max Conditions : Multi Item | (sim, name) [POST DEVELOPMENT]

Sim Name	Link Name	Max Flow [cfs]	Min Flow [cfs]	Min/Max Delta Flow [cfs]	Max Us Velocity [fps]	Max Ds Velocity [fps]	Max Avg Velocity [fps]
100Y-3D	L-DISCHARGE	0.89	0.00	0.03	0.57	0.57	0.57
100Y-3D	L-SITE TO RETENTION	1.49	-0.42	-1.50	0.08	0.08	0.08
10Y-1D	L-DISCHARGE	0.00	0.00	0.00	0.00	0.00	0.00
10Y-1D	L-SITE TO RETENTION	1.42	0.00	0.01	0.00	0.00	0.00
25Y-3D	L-DISCHARGE	0.11	0.00	0.00	0.18	0.18	0.18
25Y-3D	L-SITE TO RETENTION	0.97	0.00	-0.06	0.02	0.02	0.02

Node Max Conditions : Multi Item | (sim, name) [POST DEVELOPMENT]

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]
100Y-3D	DISCHARGE	0.00	0.00	0.00	0.0000	0.89	0.00	0
100Y-3D	N-RETENTION AREA	0.00	0.00	19.90	0.0010	1.72	1.23	9219
100Y-3D	N-SITE	0.00	0.00	19.90	0.0010	1.31	1.49	9075
10Y-1D	DISCHARGE	0.00	0.00	0.00	0.0000	0.00	0.00	0
10Y-1D	N-RETENTION AREA	0.00	0.00	19.65	0.0010	1.80	0.00	8379
10Y-1D	N-SITE	0.00	0.00	19.72	0.0009	1.42	1.42	4473
25Y-3D	DISCHARGE	0.00	0.00	0.00	0.0000	0.11	0.00	0
25Y-3D	N-RETENTION AREA	0.00	0.00	19.86	0.0010	1.29	0.11	9109
25Y-3D	N-SITE	0.00	0.00	19.86	0.0010	0.97	0.97	8230

Simple Basin : Multi Item | (sim, name) : Runoff Summary [POST DEVELOPMENT]

Sim Name	Basin Name	Max Flow [cfs]	Time to Max Flow [hrs]	Total Rainfall [in]	Total Runoff [in]	Area [ac]
100Y-3D	SMB-RETENTION AREA	0.49	36.0000	13.00	6.90	0.2300
100Y-3D	SMB-SITE	1.31	36.0000	13.00	10.31	0.4400
10Y-1D	SMB-RETENTION AREA	0.38	12.0333	6.00	1.95	0.2300
10Y-1D	SMB-SITE	1.42	12.0333	6.00	3.77	0.4400
25Y-3D	SMB-RETENTION AREA	0.33	36.0000	10.00	4.61	0.2300
25Y-3D	SMB-SITE	0.97	36.0000	10.00	7.45	0.4400

Simple Basin: SMB-RETENTION AREA

Scenario:	POST DEVELOPMENT
Node:	N-RETENTION AREA
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH484
Peaking Factor:	484.0
Area:	0.2300 ac
Curve Number:	49.0
Ia/S:	0.04
% Impervious:	0.00
% DCIA:	0.00
% Direct:	0.00
Rainfall Name:	

Comment:

Simple Basin: SMB-SITE

Scenario:	POST DEVELOPMENT
Node:	N-SITE
Hydrograph Method:	NRCS Unit Hydrograph
Infiltration Method:	Curve Number
Time of Concentration:	10.0000 min
Max Allowable Q:	0.00 cfs
Time Shift:	0.0000 hr
Unit Hydrograph:	UH484
Peaking Factor:	484.0
Area:	0.4400 ac
Curve Number:	68.3

Ia/S: 0.08
% Impervious: 34.00
% DCIA: 0.00
% Direct: 0.00
Rainfall Name:

Comment:

Node: DISCHARGE

Scenario: POST DEVELOPMENT
Type: Time/Stage
Base Flow: 0.00 cfs
Initial Stage: 0.00 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft
Boundary Stage:

Comment:

Node: N-RETENTION AREA

Scenario: POST DEVELOPMENT
Type: Stage/Volume
Base Flow: 0.00 cfs
Initial Stage: 18.50 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
18.50	0.00	0
19.00	0.06	2614
19.50	0.14	6098
20.00	0.24	10454
20.50	0.36	15682
21.00	0.47	20473

Comment:

Node: N-SITE

Scenario: POST DEVELOPMENT
Type: Stage/Volume
Base Flow: 0.00 cfs

Initial Stage: 19.50 ft
Warning Stage: 0.00 ft
Alert Stage: 0.00 ft

Stage [ft]	Volume [ac-ft]	Volume [ft3]
19.50	0.00	0
20.00	0.06	2614
20.50	0.27	11761
21.00	0.49	21344
21.50	0.71	30928

Comment:

Weir Link: L-DISCHARGE

Scenario: POST DEVELOPMENT
From Node: N-RETENTION AREA
To Node: DISCHARGE
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Irregular
Invert: 19.81 ft
Control Elevation: 19.81 ft
Cross Section: X-DISCHARGE

Bottom Clip
Default: 0.00 ft
Op Table:
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 Link: L-SITE TO RETENTION

Scenario: POST DEVELOPMENT
From Node: N-SITE
To Node: N-RETENTION AREA
Link Count: 1
Flow Direction: Both
Damping: 0.0000 ft
Weir Type: Broad Crested Vertical
Geometry Type: Rectangular
Invert: 19.70 ft
Control Elevation: 19.70 ft
Max Depth: 1.00 ft
Max Width: 165.00 ft
Fillet: 0.00 ft

Bottom Clip
Default: 0.00 ft
Op Table:
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: X-DISCHARGE

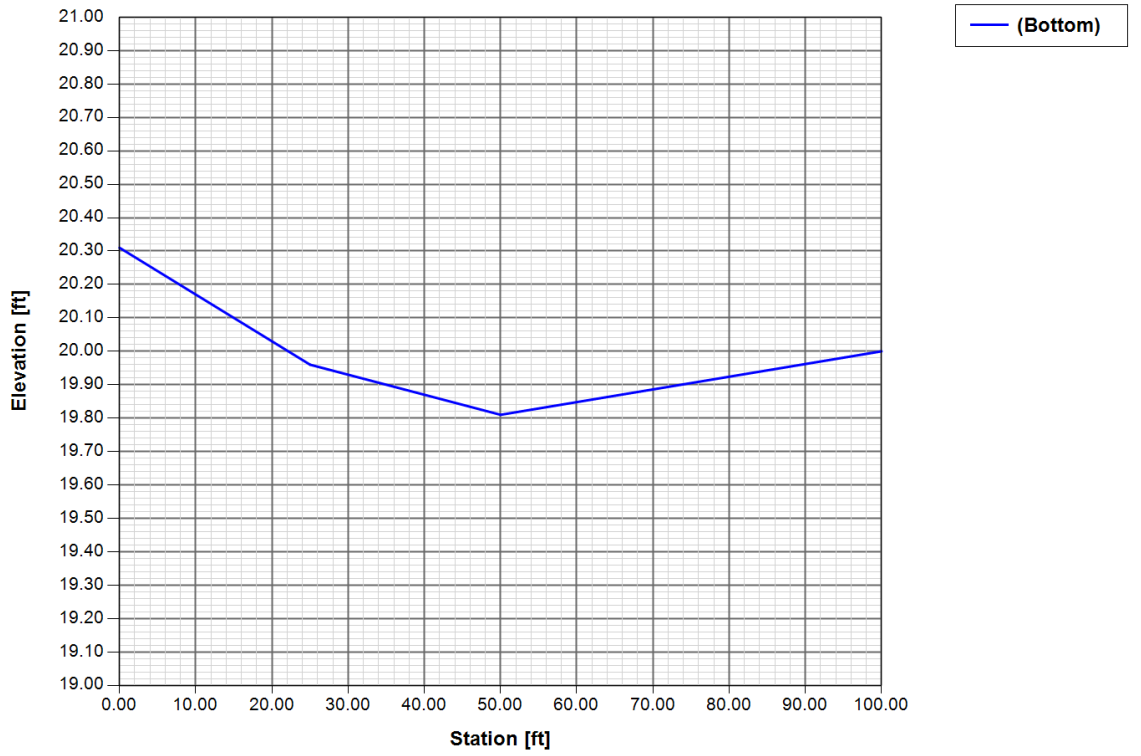
Scenario: POST DEVELOPMENT
Lid: No

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	0.00	20.31
1	25.00	19.96
2	50.00	19.81
3	100.00	20.00

Comment:

Weir Cross Section: X-DISCHARGE Scenario: X-DISCHARGE



Weir Cross Section: X-RETENTION AREA

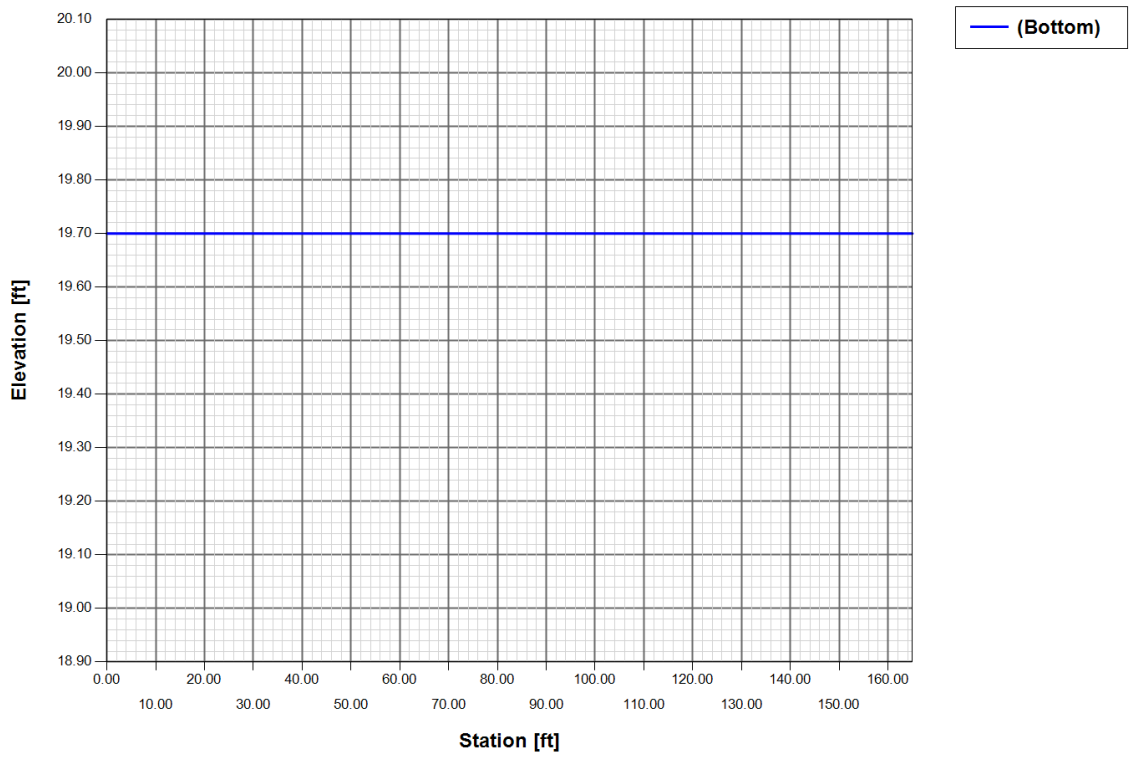
Scenario: POST DEVELOPMENT
Lid: No

Bottom Point Table

Order	Station [ft]	Elevation [ft]
0	0.00	19.70
1	0.01	19.70
2	165.00	19.70

Comment:

Weir Cross Section: X-RETENTION AREA Scenario: X-RETENTION AREA



Simulation: 100Y-3D

Scenario: POST DEVELOPMENT
Run Date/Time: 1/14/2026 10:29:43 AM
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	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
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

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching: SAOR
Max Iterations: 6
Over-Relax Weight Fact: 0.5 dec
dZ Tolerance: 0.0010 ft
Max dZ: 1.0000 ft
Link Optimizer Tol: 0.0001 ft

IA Recovery Time: 24.0000 hr
Ia/S: 0.20 dec
Smp/Man Basin Rain Opt: Global
Rainfall Name: ~FLMOD
Rainfall Amount: 13.00 in
Storm Duration: 72.0000 hr
Dflt Damping (1D): 0.0050 ft
Min Node Srf Area (1D): 100 ft2

Energy Switch (1D): Energy

Comment:

Simulation: 10Y-1D

Scenario: POST DEVELOPMENT
Run Date/Time: 1/14/2026 10:30:12 AM
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	30.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
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

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:

Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
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		
		Rainfall Name:	~FLMOD
		Rainfall Amount:	6.00 in
		Storm Duration:	24.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

Simulation: 25Y-3D

Scenario:	POST DEVELOPMENT
Run Date/Time:	1/14/2026 10:30:26 AM
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	80.0000

	Hydrology [sec]	Surface Hydraulics [sec]
Min Calculation Time:	60.0000	0.1000
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]

Year	Month	Day	Hour [hr]	Time Increment [min]
0	0	0	0.0000	15.0000

Restart File

Save Restart: False

Resources & Lookup Tables

Resources

Rainfall Folder:

Unit Hydrograph Folder:

Lookup Tables

Boundary Stage Set:
Extern Hydrograph Set:
Curve Number Set:
Green-Ampt Set:
Vertical Layers Set:
Impervious Set:

Tolerances & Options

Time Marching:	SAOR	IA Recovery Time:	24.0000 hr
Max Iterations:	6		
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		
		Rainfall Name:	~FLMOD
		Rainfall Amount:	10.00 in
		Storm Duration:	72.0000 hr
		Dflt Damping (1D):	0.0050 ft
		Min Node Srf Area (1D):	100 ft2
		Energy Switch (1D):	Energy

Comment:

GEOTECHNICAL EXPLORATION

COACH FENN PARK IMPROVEMENT
2306 AVENUE I
FORT PIERCE, FLORIDA

UES PROJECT NO. A25153.01192.000

PREPARED FOR:

Cape Design Engineering Co.
2725 Center Place
Melbourne, FL 32940

Attn: Juan Pinheiros

PREPARED BY:

UES Professional Solutions, LLC
607 NW Commodity Cove
Port St. Lucie, Florida 34986
(772) 924-3575

January 14, 2026

January 14, 2026

Juan Pinheiros
Cape Design Engineering Co.
2725 Center Place
Melbourne, FL 32940

Subject: Report of Geotechnical Exploration
Coach Fenn Park Improvement
2306 Avenue I in Fort Pierce, FL
UES Project No. A25153.01192.000

Dear Juan Pinheiros:

UES Professional Solutions LLC has completed the subsurface exploration and geotechnical engineering evaluation for the above reference project in accordance with the geotechnical and engineering service agreement for this project. The scope of services was completed in general accordance with UES's Geotechnical Engineering Proposal No. A25153.01192.000 dated October 27, 2025, planned in conjunction with and authorized by you.

EXECUTIVE SUMMARY

The purpose of the subsurface exploration was to classify the nature of the subsurface soils and general geomorphic conditions at the site and evaluate their impact upon the proposed construction. This report contains the results of the subsurface exploration and UES's engineering interpretations of these with respect to the project characteristics described to UES, including providing recommendations for foundation design, site preparation, and pavement recommendations.

UES understands that the project consists of the construction of two pavilions, a playground canopy, a splashpad, a restroom, along with a paved parking area, at the referenced site in Fort Pierce, FL. UES was provided a Boundary and Topographic Survey, prepared by Culpepper and Terpening, Inc., dated 08/04/2022. A site development plan was also provided, prepared by The City Of Fort Pierce, FL., dated 04/12/2023. A Grading, Paving, Dimensional and Stripping Plan was also provided, prepared by GM2 Associates, Inc., dated 01/06/2026.

For the foundation recommendations provided herein, UES has assumed maximum column and wall loads in the order of **50 kips** and **4 kip per linear foot**, respectively.

The recommendations provided herein are based upon the above considerations. If the stated conditions are incorrect or if the project description is revised, please inform UES so that recommendations with respect to any modifications may be reviewed.

As part of the exploration, UES performed:

- Five (5) Standard Penetration Test (SPT) borings (B-1 through B-5) advanced to a depth of approximately 10 feet below ground surface (BGS) within the proposed structures (1 per structure).

- Two (2) Standard Penetration Test (SPT) borings (P-1 and P-2) advanced to a depth of approximately 10 feet below ground surface (BGS) within the proposed paved parking area.

- One (1) double-ring infiltrometer (DRI) test at grade were performed at the proposed new retention pond within the property.

The subsurface soil conditions encountered at the boring locations generally consisted of loose to medium dense fine sand (SP), fine sand with little clay (SP-SC), and fine sand with little silt (SP-SM) to the termination depths of the borings. Groundwater levels at the time of drilling (January 2026) were encountered at approximate depths of 7.7 to 8.0 feet, depending on the test location.

Considering the results of the field exploration program, the subsurface soil conditions revealed by the borings are generally favorable for support of the proposed development on shallow foundations. A maximum allowable soil bearing pressure of **2,500 psf** may be used for foundation design.

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 Professional Solutions, LLC
Florida Registry No. 549

This item has been digitally signed and sealed by Luke Aaron Berry, P.E. on the date adjacent to the seal. Signature must be verified on any electronic copies.

Luke Aaron Berry, P.E.
Geotechnical Engineer
Florida Registration No. 93889

Dhanuhasini Subramaniam, E.I
Project Engineer

Distribution: Juan Pinheiros – Cape Design Engineering, Co. 1 pdf

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1.0 INTRODUCTION

1.1 Project Description

UES understands that the project consists of the construction of two pavilions, a playground canopy, a splashpad, a restroom, along with a paved parking area, at the referenced site in Fort Pierce, FL. UES was provided a Boundary and Topographic Survey, prepared by Culpepper and Terpening, Inc., dated 08/04/2022. A site development plan was also provided, prepared by The City Of Fort Pierce, FL., dated 04/12/2023. A Grading, Paving, Dimensional and Stripping Plan was also provided, prepared by GM2 Associates, Inc., dated 01/06/2026.

For the foundation recommendations provided herein, UES has assumed maximum column and wall loads in the order of **50 kips** and **4 kip per linear foot**, respectively.

The recommendations provided herein are based upon the above considerations. If the stated conditions are incorrect or if the project description is revised, please inform UES so that recommendations with respect to any modifications may be reviewed.

1.2 Scope of Services

The objective of the geotechnical services was to collect subsurface data for the subject project, summarize the test results, and discuss any apparent site conditions that may have geotechnical significance for the proposed development. The following scope of services is provided within this report:

1. Prepare boring logs depicting the subsurface soil conditions encountered during the field exploration.

2. Review the soil samples obtained during the field exploration for classification and additional testing if necessary.

3. Evaluate the existing soil conditions found during UES's exploration with respect to pavement construction for the proposed development.

4. Provide recommendations with respect to foundation support of the proposed building, including foundation type, maximum allowable soil bearing capacity, and bearing elevations.

5. Provide recommendations for pavement design and subgrade preparation.

6. Provide site preparation criteria for the proposed construction.

7. Provide the double ring infiltrometer test results.

2.0 OBSERVATIONS

2.1 Site Description and Historical Data

As illustrated on the Site Vicinity Map in **Appendix A**, the site is located at 2306 Avenue I in Fort Pierce, FL. The property is bordered by Avenue K to the north, North 23rd Street to the east, a commercial property to the west, and residential/commercial properties to the south.

UES reviewed historic aerials dated from 1958 to 2023. Review of 1958 aerial imagery indicates that the site was undeveloped, with light to moderate vegetation present. By 1984, earthwork activities were observed across multiple portions of the site. By 1999-2007, the property has been developed with what appears to be the existing developments on site. The site has remained relatively unchanged since.

2.2 Field Exploration

As part of the exploration, UES performed:

- Five (5) Standard Penetration Test (SPT) borings (B-1 through B-5) advanced to a depth of approximately 10 feet below ground surface (BGS) within the proposed structures (1 per structure).

- Two (2) Standard Penetration Test (SPT) borings (P-1 and P-2) advanced to a depth of approximately 10 feet below ground surface (BGS) within the proposed paved parking area.

- One (1) double-ring infiltrometer (DRI) test at grade was performed at the proposed new retention pond within the property.

The boring depths were established based upon UES's knowledge of the vicinity soils and confined to the zone of soil likely to be influenced by the planned construction. The locations of the borings are illustrated on the Test Location Plan in **Appendix B**.

The Standard Penetration Tests (SPT) were performed in general accordance with ASTM D 1586, "Standard Test Method for Standard Penetration Test (SPT) and Split-Barrel Sampling of Soils." The SPT test procedure consists of driving a 1.4-inch I.D. split-barrel sampler into the soil profile using a 140-pound hammer falling 30 inches. The number of blows per foot for the second and third 6-inch increments is referred to as the N-value. The N-value has been empirically correlated with various soil properties and provides an indication of soil strength. Please refer to **Appendix C** - Notes Related to Borings for further clarification of UES's field exploration.

Site specific survey staking of the borings was not provided for UES's field exploration. The indicated depth and location of each boring were approximated based upon existing grade and estimated distances and relationships to the landmarks on the property. The latitude, longitude, and elevation noted in UES's boring logs were taken from Google

Earth. Google Earth uses WGS-84 or Local Mean Sea Level (MSL) as datum. It should be noted that elevations may not always be correct if a fill is added, or site grades change to a site after Google captures the image. The boring location and elevations noted should, therefore, be considered approximate.

2.3 Laboratory Testing

Soil samples recovered from the field exploration were returned to UES's laboratory, where they were visually classified by a geotechnical engineer in general accordance with the Unified Soil Classification System (ASTM D 2488). Selected samples were tested for moisture content (ASTM D 2216) and organic content (ASTM D 2974). The laboratory test results are summarized in Table 2.3.1 below and in the boring logs.

Table 2.3.1 - Laboratory Test Results

Boring No.	Strata Depth (feet)	Sample Description	Moisture Content (%)	Organic content (%)
B-3	4.0 - 6.0	Medium dense, dark brown, fine grained sand, trace organics (SP)	15.7	2.8

One (1) Moisture-Density Relationship (Modified Proctor) test in accordance with ASTM D1557 and Limerock Bearing Ratio (LBR) test in accordance with FM 5-515 (in lieu of CBR) was performed on a representative sample collected from the proposed parking areas. The test results are presented in **Appendix F** – Laboratory Test Results for additional information.

The samples will be retained in UES's laboratory for 30 days and then discarded unless UES is notified otherwise in writing. The recovered samples were not evaluated, either visually or analytically, for chemical composition or environmental hazards. UES will be pleased to perform these services for an additional fee, if required.

2.4 Geomorphic Conditions

The geology of the site, as mapped on the USDA Soil Survey website, consists of *Waveland and Immokalee fine sands (50) and Waveland-Urban land complex (52).* Note that the Soil Survey generally extends to a maximum depth of 80 inches below the ground surface and is not indicative of deeper soil conditions.

Boring logs resulting from field exploration are presented in **Appendix D** - Log of Boring Records. The logs contain the soil descriptions and the standard penetration test (SPT) N-values logged during the drilling and sampling activities. Note that the soil boring data reflects information from the specific test locations only and the soil conditions may vary between the strata interfaces indicated on the logs. The soil classifications and descriptions shown on the logs are generally based upon visual characterizations of the recovered samples using the Unified Soil Classification System. See **Appendix G** - Discussion of Soil Groups, for a detailed description of various soil groups.

The subsurface soil conditions encountered at the boring locations generally consisted of loose to medium dense fine sand (SP), fine sand with little clay (SP-SC), and fine sand with little silt (SP-SM) to the termination depths of the borings. For a more precise description of the conditions encountered within the soil test borings, refer to the "Log of Boring Records" included in Appendix D.

2.5 Hydrogeological Conditions

On the date of UES's field exploration (January 2026), groundwater was encountered at a depth of approximately **7.7** to **8.0 feet** below existing ground surface. 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 groundwater table or any existing well fields in the vicinity. Well fields may influence water table levels and cause significant fluctuations. If a more comprehensive water table analysis is necessary, please contact UES's office for additional guidance.

2.6 Double-Ring Infiltrometer Test

The DRI test was performed in general accordance with ASTM D 3385, "Infiltration Rate of Soils in Field Using Double-Ring Infiltrometers." The test location was initially cleared of surface vegetation and topsoil, excavated to an approximate depth of 1 foot, and then leveled. The outer ring, approximately 24 inches in diameter, was driven to a depth of 6 inches below the test depth. The inner ring, approximately 12 inches in diameter, was inserted inside the outer ring, centered, and driven to a depth of approximately 2 inches below the test depth. The 2 rings were filled simultaneously with 6 inches of water.

The water level was maintained throughout the test period, with the required amount of water added to maintain this level in both rings recorded at 15-minute time intervals for the initial hour, 30-minute time intervals for the next hour, and 1-hour time intervals thereafter. After reaching a stabilized inflow volume of water, the test continued for approximately 360 minutes.

2.6.1 Soil Infiltration Rate

The result of the double-ring infiltrometer test indicated the following vertical infiltration rate:

Test Location	Vertical Infiltration Rate K_v (in/hr.)
DRI-1	14.58

Note that the measured vertical infiltration rate should not be considered as the actual exfiltration rate. A factor of safety should be applied to these values when designing the stormwater management system for this project. For more details, refer to **Appendix E** – Double Ring Infiltrometer Test.

3.0 ENGINEERING EVALUATION AND RECOMMENDATIONS

3.1 General

A foundation system for any structure must be designed to resist bearing capacity failures, have settlements within tolerable limits for the structure type, and resist environmental forces, which the foundation may be subjected to over the life of the structure. Environmental forces in Florida can include sinkholes, shrinking and swelling soils, and soil consolidation, among others. It is UES's opinion that these specific environmental forces have a low risk (on a scale of low, moderate, high) of detrimentally affecting shallow foundation performance at this site.

The soil bearing capacity is the soil's ability to support loads without punching into the soil profile. Bearing capacity failures are analogous to shear failures in structural design and are usually sudden and catastrophic. Based on the scope of the proposed project, it is UES's opinion that the soils at the site are generally suitable for shallow foundations to support the proposed structures once ground improvement techniques discussed herein have been completed.

The allowable amount of settlement that a structure may tolerate is dependent on several factors, including uniformity of settlement, time rate of settlement, structural dimensions, and properties of the structural materials. Generally, total, or uniform settlement does not damage a structure but may affect drainage and utility connections. These can generally tolerate movements of several inches for building construction. In contrast, differential settlement affects a structure's frame and is limited by structural flexibility.

3.2 Site Preparation Recommendations

UES recommends the following compaction requirements for this project:

- Proof Roll..... 98 percent of modified Proctor
- Building Pad Fill..... 98 percent of modified Proctor
- Footing..... 98 percent of modified Proctor

The above compaction percentages are based upon the maximum dry density as determined by the modified Proctor test (ASTM D 1557). All density tests should be performed to a depth of 1 foot below stripped surface and bottom of the footings. Density testing should be performed using the nuclear method (ASTM D 6938).

UES's recommendations for the preparation of the site for the use of shallow foundation systems and on-grade slabs are contained herein. This approach to improving and maintaining the site soil has been found to be successful on projects with similar soil conditions.

1. Initial site preparation for the proposed structures should consist of clearing the vegetation, topsoil, near surface roots, and other miscellaneous debris within and to a distance of 5 feet beyond the planned construction limits. Similarly, irrigation

and utility lines within the limits of the proposed construction should be removed or properly abandoned so that they will not adversely impact overlying structures. Disposal of these materials should be accomplished in accordance with local and municipal guidelines.

2. Following the site stripping, areas of surficial sands should be compacted prior to placement of any fill. For the compaction efforts, UES recommends using a steel drum vibratory roller with a minimum static weight of 20,000 lbs. and minimum vibratory impact energy of 50,000 lbs. to proof roll the entire building area. The roller should be operated at 2 mph making at least 10 perpendicular overlapping passes. Densification should continue until no further settlement can be visually discerned at the excavated surface. No section of the subgrade should receive less than 4 passes of the roller or until at least 98% maximum density (ASTM D 1557) is achieved for a depth of at least **1 foot below** the backfilled surface. Upon completion of the proof rolling, pad fill shall be placed in maximum 12-inch loose lifts and compacted to a minimum density of **98 percent** of the Modified Proctor maximum dry density (ASTM D-1557).

3. Place fill material, as required. The excavated site soil that does not contain organics or other deleterious material should be suitable for use as engineered fill. The fill material should be inorganic (classified as SP, SW, GP or GW) containing not more than 5 percent (by weight) organic materials. Fill should be placed in maximum 12-inch loose lifts and compacted to a minimum density of **98 percent** of the Modified Proctor maximum dry density (ASTM D-1557) with a vibratory roller as mentioned above. Perform compliance tests within the fill noted above at a frequency of not less than one test per 2,500 square feet per lift in the building areas, or at a minimum of 2 test locations per lift, whichever is greater.

4. The bottom of all footing excavations shall be examined by the engineer/ geologist or his representative to determine if the soil is free of all organic and/or deleterious material, and that compaction and the recommended allowable soil bearing pressures are achieved. **NOTE: if any unsuitable material is encountered during footing excavation, it should be removed in its entirety.** UES recommends density tests be performed approximately every 50 lineal feet along continuous strip footings and at isolated column footings.

5. If site preparation work is performed during the rainy season (May through October), special care should be taken to maintain positive drainage from the building pad and paved areas to drains or ditches around the site. Unexpected wet periods can also occur in Florida during the “dry” season. Such events can raise water tables to levels above seasonal highs without the associated high temperatures evaporate ponded water. Therefore, the contractor should practice wet weather means and methods for earthwork during the “dry” season as well. Groundwater and surface water control, use of granular fill material and aeration are typical means to accomplish wet weather grading.

6. The contractor shall consider the final contours and grades as established by the plan when executing his backfilling and compaction operations.

Using vibratory compaction equipment can disturb adjacent structures. If vibration related disturbance to nearby structures may be of concern, vibration levels should be monitored during compaction operations. A representative from this office can monitor the vibration disturbance of adjacent structures; and a proposal for these services can be provided upon your request.

3.3 Shallow Foundation

Considering the soil conditions encountered and the site prepared as recommended above, foundations supported on well compacted fill may be designed for a net allowable bearing pressure of **2,500 pounds per square foot (psf)**. Shallow foundations should be embedded a minimum of 12 inches into the bearing soil, and the minimum width of footings shall be 12 inches, regardless of contact pressure, in accordance with Section 1809.4 of the Florida Building Code (latest ed.). The embedment shall be measured from the lowest adjacent exterior grade. All footings and columns should be structurally separated from the floor slab so that minor differential foundation settlement can occur without causing damage to the slab-on-grade floor unless a monolithic slab-on-grade foundation is planned.

Settlement calculations were made using the prepared site conditions and loadings presented in the foundation recommendations above. With the site prepared and the foundations designed and constructed as recommended, UES anticipates settlements of one (1) inch or less and differential settlements of one-half (½) inch or less between adjacent columns or a horizontal distance of 20 feet. Because of the granular nature of the subsurface soils, the majority of the settlements should occur during construction; post-construction settlement should be minimal.

3.4 Ground Floor Slabs

The ground floor slabs may be constructed upon either existing grade or granular fill following completion of the foundation site preparation and fill placement procedures outlined in this report. UES recommends that a modulus of subgrade reaction (k) of 150 pounds per cubic inch (pci) be considered during design. The floor slabs should be structurally separated from walls and columns to allow for differential vertical movement unless monolithic slab foundations are designed.

Excessive moisture vapor transmission through foundation slabs can result in damage to floor coverings as well as cause other deleterious effects. An appropriate moisture vapor barrier should be placed beneath the slabs to reduce moisture vapor from entering the structures through the slabs. The barriers should be installed in general accordance with applicable ASTM procedures, including sealing around pipe penetrations and at the foundation edges.

4.0 PARKING AND ROADWAY CONSTRUCTION RECOMMENDATIONS

4.1 Pavement Site Preparation

UES's recommendations for the preparation of the site for pavement construction are noted below. This approach to improving and maintaining site soil has been found to be successful with similar soil conditions.

1. Initial site preparation should consist of performing dewatering operations (if necessary) prior to any earthwork.

2. The proposed construction limits should be cleared, stripped, and grubbed of all construction debris and existing topsoil, vegetation, and associated root systems to a depth of their vertical reaches. This should be performed within and to a distance of 5 feet beyond the limits of the pavement areas.

3. Prior to initiating fill operations, the existing ground surface should be compacted (proof rolled) using a steel drum vibratory roller having sufficient static weight and vibratory impact energy to achieve the required compaction. After completing the proof rolling, density tests should be performed at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater, to confirm a minimum compaction compliance of 98 percent of modified Proctor maximum dry density (AASHTO T-180).

4. If the roadway subgrade soils become wet and unstable due to excessive rainfall, groundwater intrusion, or the presence of silty/clayey soils, the unsuitable soils may be undercut and replaced using FDOT No. 57 stone, a sand/rock mixture, or equivalent backfill. Alternatively, it may be possible to place fill until a stable unyielding condition is achieved, and the fill is compacted to meet the density criteria. However, if the fill areas remain unstable and compaction cannot be achieved, then the fill should be removed, and underlying soils excavated and replaced with clean sand to such a depth required to achieve a stable, unyielding condition that also meets the compaction criteria.

5. Fill material should be inorganic (classified as SP/GW) containing not more than 5 percent (by weight) fibrous organic materials. **Fill material having silt/clay-size fines contents greater than 12 percent should not be used, including cyclone sand material.** The fill should be placed in a maximum 12-inch-thick lift. Each lift should be compacted to a minimum density of 98 percent of modified Proctor maximum dry density (AASHTO T-180).

6. Compliance density tests should be performed within the fill at a frequency of not less than one test per 5,000 square feet per lift, or at a minimum of two test locations, whichever is greater.

7. Representative samples of both on-site and imported materials proposed for use as fill should be obtained and tested to determine compliance with the project

specifications. The testing should include moisture-density relations (AASHTO T-180) and particle size analysis.

8. The contractor should consider the final contours and grades as established by the site grading, paving, and drainage plans when executing backfilling and compaction operations.

4.2 Pavement Design Sections

Flexible pavement sections in this geographic area typically consist of an asphaltic wearing course, a base course, and a stabilized subgrade layer. Rigid pavements are constructed either directly upon prepared soil subgrades or upon a base course and stabilized subgrade for heavier loads. Based on UES's experience in the area and the assumed traffic loading criteria, recommended pavement section thicknesses are provided in Table 4.2 below.

Table 4.2 Pavement Section Criteria

Type of Pavement	Layer	Material Description	Layer Thickness		
			Light Duty	Heavy Duty*	FDOT ROW
Flexible	(A)	Type S (non FDOT) or SP (FDOT)	1.5	2.5	3
	(B)	Crushed Base with minimum LBR of 100, compacted to 98% of the modified Proctor maximum dry density	6	8	15
	(SG)	Stabilized sub-grade fill, compacted to 98% of the modified Proctor maximum dry density	12	12	12
	STRUCTURAL NUMBER (SN)		**2.70**	**3.50**	**4.98**
Rigid	(C)	Florida DOT Portland Cement Concrete	NA	8**	NA
	(B)	Crushed Limerock with minimum LBR OF 100, compacted to 98% of the modified Proctor maximum dry density	NA	NA	NA
	(CG)	Compacted sub-grade fill, compacted to 98% of the modified Proctor maximum dry density	NA	12	NA

A = Asphaltic Concrete (Layer Coefficient = 0.44 per inch)
B = Base Course (Layer Coefficient = 0.18 per inch) (**note: Minimum LBR for recycled concrete is 150 for an equivalent layer coefficient of 0.18 per inch**)
SG = Stabilized Subgrade (Layer Coefficient = 0.08 per inch)
CG = Compacted Subgrade (Layer Coefficient = 0.00 per inch)
C = Concrete (based on 4,000 psi compressive strength)

* Based on Table 3.4 from ACI 330, Category "D" – Tractor Trailer Units with one or more trailers
** Can be reduced by 1.0 inch if dowels at transverse joints are used.

4.3 Stabilized Subgrade

The stabilized subgrade material should have a minimum Limerock Bearing Ratio (LBR) value of 40. UES recommends that subgrade material be compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180). Compliance tests should be performed upon the stabilized subgrade for full depth at a frequency of one test per 5,000 square feet, or at a minimum of two test locations, whichever is greater.

4.4 Base Course

The base course is the portion of the pavement section between the surface course and stabilized subgrade. In areas where separation of at least 1.5 feet between the estimated wet seasonal high groundwater table and the bottom of the base material occurs, UES recommends the base course be limerock or cemented coquina having a minimum Limerock Bearing Ratio (LBR) value of 100. The base material should be obtained from an approved source. The base material should be placed in maximum 6-inch-thick lifts and compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180).

If the separation between the estimated wet seasonal high groundwater table and the bottom of the base material is less than 1.5 feet, UES recommends that asphaltic concrete base (FDOT SP-12.5) be used in lieu of limerock or cemented coquina. The subgrade should be mechanically stabilized (compacted) to a minimum of 98 percent of modified Proctor maximum dry density (AASHTO T-180). Compliance tests should be performed on the base course at a frequency of one test per 5,000 square feet, or a minimum of two test locations, whichever is greater.

4.5 Flexible (Asphalt) Pavement

Asphalt pavement should consist of either FDOT SP-9.5 or SP-12.5 asphaltic concrete. The mixes should be a current FDOT approved design for the materials used for the project. Samples of the materials delivered to the project should be tested to verify that the aggregate gradation and asphalt content satisfies the mix design specifications.
The asphalt should be compacted to meet the requirements of the latest edition of the FDOT Standard Specifications for Road and Bridge Construction. Compliance tests should be performed by obtaining cores to evaluate material thickness and density at a frequency of one test per 10,000 square feet, or a minimum of two test locations, whichever is greater.

4.6 Rigid (Concrete) Pavement

Rigid pavements should be constructed using concrete, having a minimum 28-day compressive strength of 4,000 psi. The fill required to raise grades in pavement areas should be compacted to at least 98 percent of modified Proctor maximum dry density (AASHTO T-180).

The pavement slabs should be reinforced to make them as rigid as practical. Proper joints should be provided at the junctions of slabs so that a small amount of independent

movement can occur without causing structural damage. Construction and control joints should be in accordance with current American Concrete Institute (ACI) and industry practices. The ACI 330R guidelines recommend *contraction joints* based on the thickness of the slab. A contraction joint predetermines the location of cracks caused by restrained shrinkage of the concrete and be the effects of loads and warping and curling.

Table 3.13—Spacing between contraction joints

Pavement thickness, in. (mm)	Maximum spacing, ft (m)
3-1/2 (90)	8-1/2 (2.5)
4, 4-1/2 (100, 110)	10 (3)
5, 5-1/2 (125, 140)	12-1/2 (4)
6 or greater (150 or greater)	15 (4.5)

The depth of the *contraction joint* should be at least ¼ of the slab thickness. The width of the cut depends on whether the joint will be sealed. A narrow joint, generally 1/10 to 1/8 in. wide, is common for unsealed joints. Cuts at least ¼ in. wide are required for sealed joints. Joint sealant manufacturers' recommendations should be followed for the depth and width of joints that are to be sealed. Sawing operations should be done within 4 to 12 hours after the localized finishing of an area.

Expansion (isolation) joints are recommended at pavement areas that will move independently of each other. Such areas include where aisles intersect or near fixed structures such as inlets, light poles, manholes and buildings. These full depth joints should contain a compressible filler to prevent the adjacent slabs from bonding to each other.

UES recommends distributed steel reinforcement to control the opening of intermediate cracks between the joints. The sole function of the distributed steel is to hold together the fracture faces of cracks form. The size of the steel (welded wire fabric) should be sized in accordance with section 3.8.1 of ACI 330R.

Lastly, the actual pavement section thickness should be provided by the Design Civil Engineer based on traffic loads, volume, and the owner's design life requirements. The above section represents the minimum thickness representative of typical local construction procedures and, as such, periodic maintenance should be anticipated. All pavement materials and construction procedures should conform to the FDOT, American Concrete Institute (ACI), or appropriate city/county requirements.

The pavement sections presented in this report are minimum pavement section thicknesses typically used for similar type projects. The pavement materials and construction procedures should conform to FDOT, ACI, or appropriate city/county requirements.

4.7 Effects of Water

Premature pavement section deterioration can occur due to intrusion of the wet season high groundwater table and/or improper surface water runoff management. UES recommends the pavement areas be constructed to have a minimum separation of 1.5 feet between the wet season high groundwater table and the bottom of base course, regardless of the type of base material. In addition, UES recommends that full-depth curb sections be designed and constructed. Using either extruded curb sections, which lie directly on top of the final surface course, or eliminating the curbing entirely, may allow runoff and/or irrigation water to migrate between the base and surface course. This condition can result in the separation of the surface course from the base course, causing a rippling effect, which results in premature deterioration of the pavement.

4.8 Construction Traffic

Incomplete pavement sections or pavement areas designed for light-duty traffic will not perform satisfactorily under typical construction traffic loading. UES recommends that all construction traffic (i.e., construction equipment, vehicles, etc.) either be re-routed away from these areas or the pavement sections be designed to support construction phase loading conditions.

4.9 Pipe Bedding and Backfill

Pipe bedding and backfill requirements to one (1) foot above the crown of pipe should be specified by the civil engineer. UES suggests the use of a “self” compacting material such as coarse aggregate (i.e., FDOT No. 57 stone) for backfill material placed below the groundwater table. “Self” compacting material placed below the groundwater should consist of inorganic, non-plastic material, free of any man-made debris, limerock with a three (3) inch maximum particle size with ASTM classification (USCS) of GP, GW or FDOT 57 Stone with less than 5% material finer than the No. 200 Sieve and a maximum particle size of 3 inches. The No. 57 stone should not be placed more than one foot above the groundwater.

Fill placed in one (1) foot above the crown of the pipe shall consist of select material having no more than 12 percent passing the No. 200 sieve, with a maximum particle size of 3 inches. The trench backfill shall be placed in maximum loose lifts of 12 inches and compacted to at least 95% of the Modified Proctor (ASTM D1557) maximum dry density or as specified by the civil engineer.

5.0 EXCAVATION CONDITIONS

In Federal Register, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, part 1926, Subpart P". This document was issued to better insure the safety of workmen entering trenches or excavations. It is mandated by this federal regulation that all excavations, whether they be utility trenches, basement excavations or footing excavations, be constructed in accordance with the OSHA guidelines. It is the UES's understanding that these regulations are being strictly enforced and if they are not closely followed, the owner and the contractor could be liable for substantial penalties.

The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required to maintain stability of both the excavation sides and bottom. The contractor's person responsible, as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, slope inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations. UES provides this information solely as a service to UES's clients.

UES is not assuming responsibility for construction site safety or the contractor's activities; such responsibility is not being implied and should not be inferred.

6.0 REPORT LIMITATIONS

This consulting report has been prepared for the exclusive use of Cape Design Engineering Co. and other members of the design team for the proposed construction located at 2306 Avenue I in Fort Pierce, FL. This report has been prepared in accordance with generally accepted local geotechnical engineering practices; no other warranty, either express or implied, is made.

The evaluation submitted in this report is based in part upon the data collected during field exploration. 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 re-evaluate the information and professional opinions provided in this report. In the event changes are made in the nature, design, or location of the proposed structures, the evaluation and opinions contained in this report should not be considered valid unless the changes are reviewed, and conclusions modified or verified in writing by UES.

UES should be provided with the opportunity to review the final foundation plans and specifications to determine if UES's recommendations have been properly interpreted, communicated, and implemented. If UES is not afforded the opportunity to participate in construction related aspects of foundation installation as recommended in this report or any report addendum, UES cannot accept responsibility for the interpretation of UES's recommendations made in this report or in a report addendum for foundation performance.

The monitoring and inspection of construction procedures and the supervision of the implementation of the recommendations given herein shall be made by UES. Otherwise, the retained firm shall study this report, perform additional tests as they deem necessary, and submit their own recommendations or assume full responsibility for the outlined recommendations in their entirety.

7.0 BASIS FOR RECOMMENDATIONS

The recommendations presented in this report are based on the data obtained from the borings performed at the locations indicated on the Test Location Plan in Appendix B. This report does not reflect variations which may occur between borings. While the borings are representative of the subsurface conditions at their respective locations and for their vertical reaches, local variations characteristic of the subsurface soils of the region are anticipated and may be encountered. The delineation between soil types shown on the boring logs is approximate and the descriptions represent UES's interpretation of the subsurface conditions at the designated boring locations on the specific date drilled.

Any third-party reliance of UES's geotechnical report or parts thereof is strictly prohibited without the express written consent of UES. The applicable SPT methodology (ASTM D 1586) used in performing the borings, and for determining penetration resistance and soil relative density, is specific to the sampling tools utilized and does not reflect the ease or difficulty to advance other tools or materials.

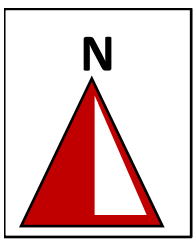
Appendix A - Vicinity Map

Site Vicinity Map

Coach Fenn Park Improvement
2306 Avenue I, Fort Pierce, Florida

Project No. A25153.01192.000	Drafted by: GG	Reviewed By: DS	Date: 01/12/2026



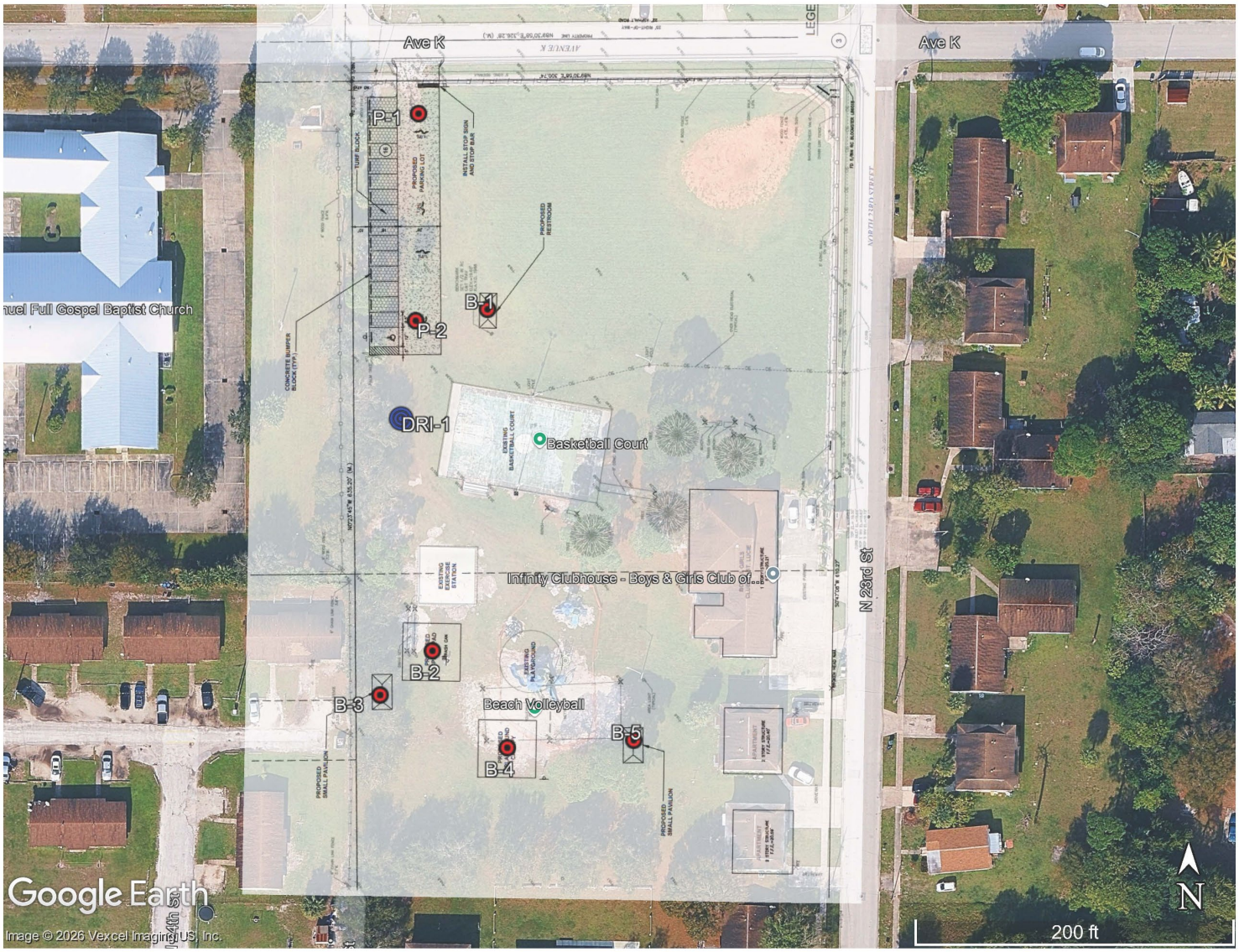


Appendix B - Test Location Plan

Test Location Plan

Coach Fenn Park Improvement
2306 Avenue I, Fort Pierce, Florida

Project No. A25153.01192.000	Drafted by: GG	Reviewed By: DS	Date: 01/12/2026



N

Legend

- Approximate 10’ Standard Penetration Test Boring Locations
- Double Ring Infiltrometer (DRI) Infiltration Test Location

BORING LOCATIONS WERE LOCATED USING A MEASURING TAPE AND EXISTING LANDMARKS AS REFERENCE POINTS. IN ADDITION, THE LATITUDE, LONGITUDE, AND ELEVATION NOTED ON THE BORING LOGS WERE TAKEN FROM GOOGLE EARTH. THEREFORE, LOCATIONS SHOWN ON THE PLAN ARE APPROXIMATE.

Appendix C - Notes Related to Borings

NOTES RELATED TO BORING RECORDS AND GENERALIZED SUBSURFACE PROFILES

1. Groundwater levels (if encountered) were recorded either during or following the boring completion on the date indicated. Fluctuations in groundwater levels are common - see the report text for a discussion.
2. The boring locations were identified in the field by estimated distances and offsets from existing reference marks and/or other site landmarks.
3. The completed boreholes were backfilled to adjacent site grade using drilling spoils and patched with asphalt cold mix in pavement areas.
4. The Log of Boring records represent our interpretation of soil conditions based on visual classification of the soil samples recovered from the borings.
5. The Log of Boring records are subject to the limitations, conclusions, and recommendations presented in the report text.
6. The Standard Penetration Test (SPT) N-values contained on the Log of Boring records refer to the total blow counts of a 140-pound drop hammer falling 30 inches required to drive a split-barrel sampler a total distance of 12 inches into soil strata at specific depth intervals.
7. The Hand Cone Penetrometer (HCP) values contained on Log of Boring records and the Cone Penetration Test (CPT) values contained on the Cone Penetration Sounding logs refer to the cone tip resistance recorded when pushing the cone tip into the soil strata at specific depth intervals.
8. The soil and/or rock strata interfaces shown on the Log of Boring records are approximate and may vary from those shown on the logs. The soil and/or rock descriptions shown on the Log of Boring records refer to conditions at the specific location tested. Soil/rock conditions may vary between test locations.
9. Relative density for coarse-grained soils (sands/gravels) and consistency for fine-grained soils (silts/clays) are described as follows:

Coarse Grained Soils (Sands and Gravels)				**Fine Grained Soils (Silts and Clays)**			
SPT N-Value	HCP Value (kg/cm^2)	CPT Value (tsf)	Relative Density	SPT N-Value	HCP Value (kg/cm^2)	CPT Value (tsf)	Consistency
0-4	0-16	0-20	Very Loose	0-2	0-20	0-3	Very Soft
5-10	17-36	21-40	Loose	3-4	21-35	4-6	Soft
11-30	37-116	41-120	Med. Dense	5-8	>35	7-12	Firm
31-50	117-196	121-200	Dense	9-15		13-25	Stiff
>50	> 196	>200	Very Dense	16-30		26-50	Very Stiff
				>30		>50	Hard

10. Grain size descriptions are as follows:

Description	**Particle Size Limits**
Boulder	Greater than 12 inches
Cobble	3 to 12 inches
Coarse Gravel	3/4 to 3 inches
Fine Gravel	No. 4 sieve to 3/4 inch
Coarse Sand	No. 10 to No. 4 sieve
Medium Sand	No. 40 to No. 10 sieve
Fine Sand	No. 200 to No. 40 sieve
Fines (Silt/Clay)	Smaller than No. 200 sieve

11. Definitions for modifiers used in soil/rock descriptions:

Proportion	**Modifier**	**Approximate Root Diameter**	**Modifier**
<5%	Trace	Less than 1/32"	Fine roots
5% to 12%	Little	1/32" to 1/4"	Small roots
12% to 30%	Some	1/4" to 1"	Medium roots
30% to 50%	And	Greater than 1"	Large roots
Organic Soils: Soils containing vegetative tissue in various stages of decomposition having a fibrous to amorphous texture. Usually having a dark brown to black color and an organic odor. Organic Content Modifiers: <25%: Slightly to Highly Organic; 25% to 75%: Muck; >75%: Peat			

Appendix D - Log of Boring Records

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

B-1

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks: -
Driller:	C. Guarneiri	Date Drilled:	01/09/2026	
Logged By:	C. Guarneiri	Boring Depth:	10.00'	
Equipment:	CME-45	Boring Elevation:	19.99'	
Hammer Type:	Auto	Coordinates:	27.459786, -80.348555	
Drilling Method:	SPT	▽ Water Level at Time of Drilling	7.67'	Refusal Depth -

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)
			Medium dense, grey, fine grained sand (SP) 2	1		2-4-7-7	90	11	0-2
			Medium dense, dark brown, fine grained organically stained sand (SP) 4	2		8-6-6-7	90	12	2-4
5	15		Medium dense, light brown, fine grained sand, little clay (SP-SC)	3		9-8-7-10	90	15	4-6
▽			8	4		10-8-8-9	90	16	6-8
			Medium dense, light gray, fine grained sand (SP) 10	5		7-7-10-12	90	17	8-10
10	10								
15	5								
	0								

Graphics Legend

- At Time of Drilling (ATD)
- SP
- SP-SC
- SPT - Standard

Water Levels

- ▽ Water encountered @ 7.667'
- ▼ -

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

B-2

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks: -
Driller:	C. Guarneiri	Date Drilled:	01/09/2026	
Logged By:	C. Guarneiri	Boring Depth:	10.00'	
Equipment:	CME-45	Boring Elevation:	19.67'	
Hammer Type:	Auto	Coordinates:	27.459201, -80.348662	
Drilling Method:	SPT	▽ Water Level at Time of Drilling	8'	Refusal Depth -

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)
			Medium dense, grey, fine grained sand (SP)	1		9-8-8-6	90	16	0-2
			3	2		7-7-9-11	90	16	2-4
			Medium dense, dark brown, fine grained organically stained sand (SP) 4						
5	15		Medium dense, light brown, fine grained sand, little clay (SP-SC)	3		10-8-10-12	90	18	4-6
				4		12-7-7-6	90	14	6-8
▽			8						
			Medium dense, light gray, fine grained sand (SP)	5		8-8-9-12	90	17	8-10
10	10		10						
15	5								
	0								

Graphics Legend

- ▽ At Time of Drilling (ATD)
- SP
- SP-SC
- SPT - Standard

Water Levels

- ▽ Water encountered @ 8'
- ▼ -

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

B-3

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks:	-
Driller:	C. Guarneiri	Date Drilled:	01/09/2026		
Logged By:	C. Guarneiri	Boring Depth:	10.00'		
Equipment:	CME-45	Boring Elevation:	19.50'		
Hammer Type:	Auto	Coordinates:	27.459125, -80.348763		
Drilling Method:	SPT	▽ Water Level at Time of Drilling	7.75'	Refusal Depth	-

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)	Moisture Content (%)	% Organic Material
			Medium dense, dark gray, fine grained sand, trace root fibers (SP) 2	1		10-9-9-8	90	18	0-2		
			Medium dense, dark gray, fine grained sand (SP) 4	2		7-7-8-10	90	15	2-4		
5	15		Medium dense, dark brown, fine grained sand, trace organics (SP) 6	3		9-9-8-11	90	17	4-6	15.70	2.80
▽			Medium dense, light brown, fine grained sand, little clay (SP-SC) 8	4		7-7-7-9	90	14	6-8		
10	10		Medium dense, light gray, fine grained sand (SP) 10	5		8-7-10-10	90	17	8-10		
15	5										
	0										

Graphics Legend

- At Time of Drilling (ATD)
- SP
- SP-SC
- SPT - Standard

Water Levels

- ▽ Water encountered @ 7.75'
- ▼ -

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

B-4

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks: -
Driller:	C. Guarneiri	Date Drilled:	01/09/2026	
Logged By:	C. Guarneiri	Boring Depth:	10.00'	
Equipment:	CME-45	Boring Elevation:	19.77'	
Hammer Type:	Auto	Coordinates:	27.459035, -80.348517	
Drilling Method:	SPT	▽ Water Level at Time of Drilling	8'	Refusal Depth -

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)
				Samples					
			Medium dense, gray, fine grained sand (SP) 2	1		9-8-8-11	90	16	0-2
			Medium dense, dark brown, fine grained sand (SP) 4	2		10-10-9-12	90	19	2-4
5	15		Medium dense, brown, fine grained sand, little silt (SP-SM) 6	3		7-7-8-10	90	15	4-6
			Medium dense, brown, fine grained sand, little clay (SP-SC) 8	4		5-8-7-7	90	15	6-8
▽			Medium dense, brown, fine grained sand (SP) 10	5		6-8-8-13	90	16	8-10
10	10								
15	5								
	0								

Graphics Legend

- ▽ -
- SP
- SP-SM
- SPT - Standard
- SP-SC

Water Levels

- ▽ Water encountered @ 8'
- ▼ -

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

B-5

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks: -
Driller:	C. Guarneiri	Date Drilled:	01/09/2026	
Logged By:	C. Guarneiri	Boring Depth:	10.00'	
Equipment:	CME-45	Boring Elevation:	19.72'	
Hammer Type:	Auto	Coordinates:	27.459048, -80.348273	
Drilling Method:	SPT	▽ Water Level at Time of Drilling	8'	Refusal Depth -

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)
				Samples					
			Loose, gray, fine grained sand, trace root fibers (SP) 2	1		3-3-6-9	90	9	0-2
			Medium dense, dark brown, fine grained sand, little silt (SP-SM) 4	2		8-8-10-12	90	18	2-4
5	15		Medium dense, light brown, fine grained sand, little clay (SP-SC)	3		9-9-8-11	90	17	4-6
			8	4		7-7-9-8	90	16	6-8
▽			Medium dense, light brown, fine grained sand (SP) 10	5		7-6-6-9	90	12	8-10
10	10								
15	5								
	0								

Graphics Legend

- ▽ At Time of
- SP
- SP-SM
- SP-SC
- SPT - Standard

Water Levels

- ▽ Water encountered @ 8'
- ▼ -

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

P-1

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks: -
Driller:	J. Diaz	Date Drilled:	01/12/2026	
Logged By:	J. Diaz	Boring Depth:	10.00'	
Equipment:	Geoprobe 7822DT	Boring Elevation:	19.77'	
Hammer Type:	Auto	Coordinates:	27.460121, -80.348689	
Drilling Method:	SPT	▽ Water Level at Time of Drilling	8'	Refusal Depth -

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)
			Loose, gray, fine grained sand (SP) 2	1		3-4-4-5	90	8	0-2
			Medium dense, dark brown, fine grained organically stained sand, trace root fibers (SP) 4	2		7-6-5-8	90	11	2-4
5	15		Medium dense, light brown, fine grained sand (SP)	3		4-5-6-5	90	11	4-6
				4		7-6-6-6	90	12	6-8
▽				5		5-6-5-7	90	11	8-10
10	10		10						
15	5								
	0								

Graphics Legend

- At Time of Drilling (ATD)
- SPT - Standard
- SP

Water Levels

- ▽ Water encountered @ 8'
- ▼ -

Coach Fenn Park Improvement

2306 Avenue I, Fort Pierce, FL

P-2

Drilling Co.:	UES	Project No.:	A25153.01192.000	Remarks: -
Driller:	J. Diaz	Date Drilled:	01/12/2026	
Logged By:	J. Diaz	Boring Depth:	10.00'	
Equipment:	Geoprobe 7822DT	Boring Elevation:	19.89'	
Hammer Type:	Auto	Coordinates:	27.459766, -80.348694	
Drilling Method:	SPT	▽ Water Level at Time of Drilling	8'	Refusal Depth -

Depth (ft)	Elevation (ft)	Soil Graphic	Visual Classification and Remarks	Sample Number	Sample Graphic	Blow Counts	% Recovery	Uncorrected N-Value	Sample Interval (ft)
				Samples					
			Loose, gray, fine grained sand (SP) 2	1		4-3-3-3	90	6	0-2
			Loose, dark brown, fine grained organically stained sand, trace root fibers (SP) 4	2		4-5-4-5	90	9	2-4
5	15		Loose to medium dense, brown, fine grained sand, little silt (SP-SM)	3		6-5-4-5	90	9	4-6
				4		4-5-5-5	90	10	6-8
▽			8						
			Medium dense, light brown, fine grained sand (SP) 10	5		6-5-6-5	90	11	8-10
10	10								
15	5								
	0								

Graphics Legend

- At Time of Drilling (ATD)
- SP
- SP-SM
- SPT - Standard

Water Levels

- ▽ Water encountered @ 8'
- ▼ -

Appendix E - Double Ring Infiltrometer Test

607 NW Commodity Cove • Port St. Lucie, Florida 34986 Phone: (772) 924-3575 Fax: (772) 924-3580

DOUBLE RING INFILTRATION TEST (ASTM D-3385)

Test Number: DRI-01

Project Name: Coach Fenn Park Improvements

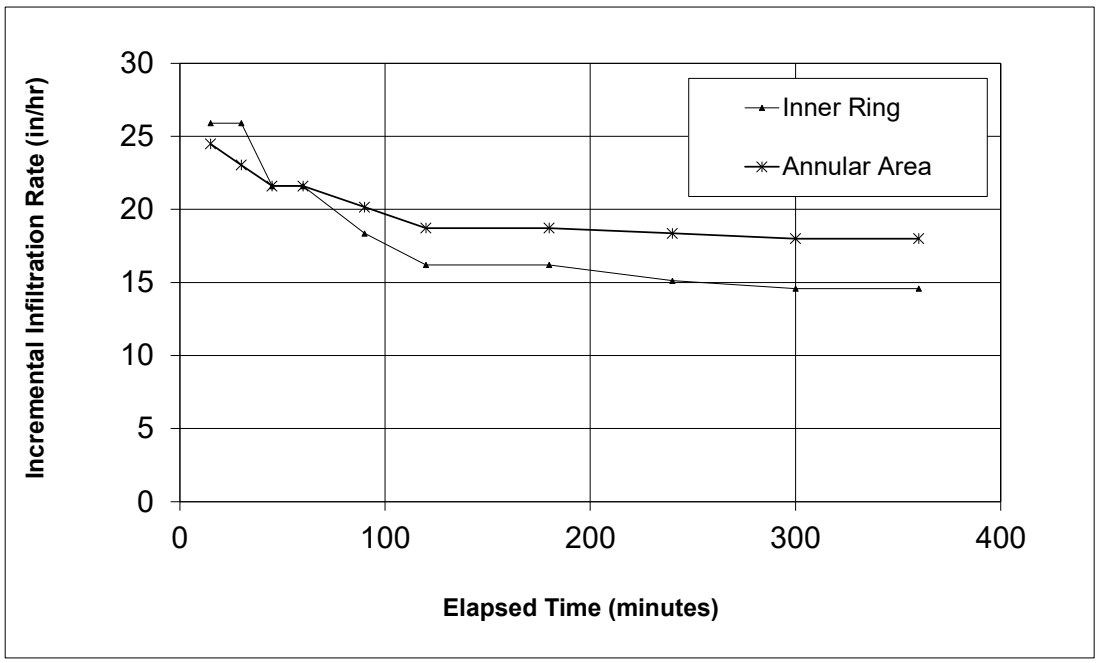
Project number: A24153.01192.000

Date: 1/12/2026

Test Location: DRI-01

Elapsed Time	Volume of water added to inner ring	Volume of water added to outer ring	Volume of water added to inner ring	Volume of water added to outer ring	Test head	Inner Ring Diameter	Outer Ring Diameter	Incremental Infiltration Rate: Inner Ring	Incremental Infiltration Rate: Annular Area
(minutes)	(ml)	(ml)	(in^3)	(in^3)	(in)	(in)	(in)	**(in/hr)**	**(in/hr)**
15	12,000	34,000	732.28	2074.81	6	12	24	**25.91**	**24.47**
30	12,000	32,000	732.28	1952.76	6	12	24	**25.91**	**23.03**
45	10,000	30,000	610.24	1830.71	6	12	24	**21.59**	**21.59**
60	10,000	30,000	610.24	1830.71	6	12	24	**21.59**	**21.59**
90	17,000	56,000	1037.40	3417.33	6	12	24	**18.35**	**20.15**
120	15,000	52,000	915.36	3173.23	6	12	24	**16.20**	**18.71**
180	30,000	104,000	1830.71	6346.47	6	12	24	**16.20**	**18.71**
240	28,000	102,000	1708.66	6224.42	6	12	24	**15.12**	**18.35**
300	27,000	100,000	1647.64	6102.37	6	12	24	**14.58**	**17.99**
360	27,000	100,000	1647.64	6102.37	6	12	24	**14.58**	**17.99**

Steady Infiltration Rate of Inner Ring: **14.58** in/hr



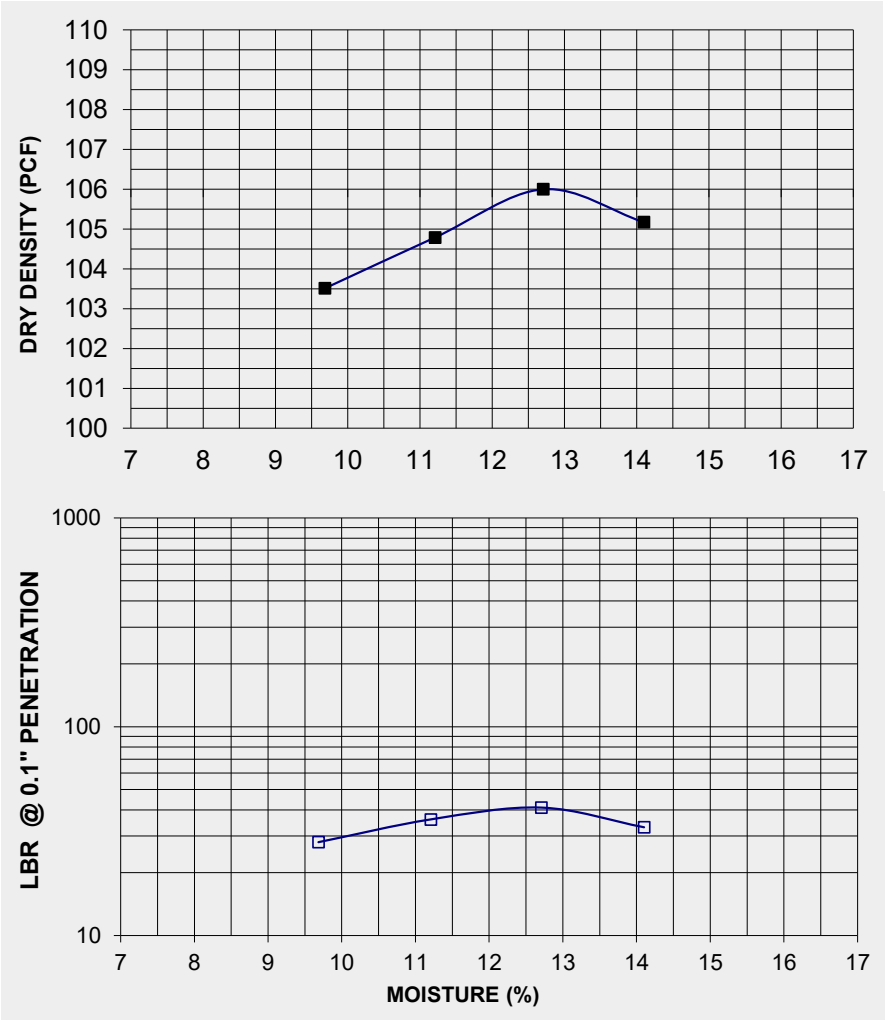
Appendix F - Laboratory Test Results

607 N.W. Commodity Cove • Port St. Lucie, FL 34986

A Universal Engineering Sciences Company

Limerock Bearing Ratio
Florida Method FM 5-515

Project:	Coach Fenn Park	**Project No.:**	A25153.01192.000
Address:	2306 Avenue I, Fort Pierce, FL		
Client:	Cape Design Engineering, Co.		
Material Location:	Pavement Area		
Sampled By:	Chris G	**Date Sampled:**	1/9/2026
Tested By:	R Robinson	**Date Tested:**	1/9/2026
Material Description:	Gray SAND	**Type of Rammer:**	Mechanical
Rammer Face:	Sector	**Soak Time (hrs):** 48	**Surcharge (lbs):** 15
Comments:			



Dry Density (pcf)	Moisture (%)
103.5	9.7
104.8	11.2
106.0	12.7
105.2	14.1

LBR
28
36
41
33

Maximum Dry Density (pcf)
106.0

Optimum Moisture (%)
12.7

Limerock Bearing Ratio
41

Test report shall not be reproduced, except in full, without the written approval of GFA International, Inc./ Universal Engineering Sciences, LLC.

Appendix G - Discussion of Soil Groups

DISCUSSION OF SOIL GROUPS

COARSE GRAINED SOILS

General. A soil is classified as coarse-grained if more than 50 percent of a representative sample of the material is retained on the No. 200 sieve.

GW and SW Groups. These groups comprise well-graded gravelly and sandy soils containing little or no plastic fines (less than 5 percent passing the No. 200 sieve). The low fines content does not noticeably change the shear strength characteristics of these soils and does not interfere with their free-draining characteristics.

GP and SP Groups. Poorly graded gravels and sands containing little or no plastic fines (less than 5 percent passing the No. 200 sieve) are in the GP and SP groups. The materials can be called uniform gravels, uniform sands, or non-uniform mixtures of very coarse materials and very fine sand, with intermediate sizes lacking (sometimes called skip-graded, gap-graded, or step-graded). This last group often results from borrow pit excavation in which gravel and sand layers are mixed.

GM and SM Groups. In general, the GM and SM groups comprise gravels or sands with fines (more than 12 percent passing the No. 200 sieve) having little or no plasticity. The plasticity index and liquid limit of soils in these groups plot below the “A” line on the plasticity chart. The gradation of the material is not considered significant and both well and poorly graded materials are included.

GC and SC Groups. In general, the GC and SC groups comprise gravelly or sandy soils containing fines (more than 12 percent passing the No, 200 sieve) having plasticity characteristics. The plasticity index and liquid limit of soils in these groups plot above the “A” line on the plasticity chart.

FINE GRAINED SOILS

General. A soil is classified as fine-grained if more than 50 percent of a representative sample of the material passes the No. 200 sieve.

ML and MH Groups. These groups comprise inorganic silts (ML) and elastic silts (MH) having either low (L) or high (H) liquid limits, respectively. ML soils have a liquid limit of less than 50 while MH soils have a liquid limit of 50 and greater. Silts and elastic silts can also contain varying amounts of sand and gravel. Also included in this group are loess sediments and rock flours.

CL and CH Groups. These groups comprise low plasticity (lean) clays (CL) and medium to high plasticity (fat) clays (CH) having either low (L) or high (H) liquid limits, respectively. CL soils have a liquid limit of less than 50 while CH soils have a liquid limit of 50 and greater. The low plasticity clays can also be sandy clays or silty clays. The moderate to high plasticity clays can also be sandy clays and include some volcanic clays.

OL and OH Groups. These groups comprise organic silts and clays. The soils are characterized by the presence of organic odor and/or dark color. The OL and OH soils are differentiated by determining and comparing their liquid limit values before and after oven drying representative soil samples.

HIGHLY ORGANIC SOILS

The highly organic soils are usually very soft and compressible and have undesirable construction characteristics. Particles of leaves, grasses, branches, or other fibrous vegetative matter are common components of these soils. They are not subdivided and are classified into one group with the symbol PT. Peat humus and swamp soils with a highly organic texture are typical soils of the group.

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BID FORMS

PROPOSAL TO
THE CITY OF FORT PIERCE FOR
BID NO. 2026-022
CDBG COACH FENN PARK IMPROVEMENTS

NAME OF BIDDER: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

MAILING ADDRESS: 643 US Hwy 1, Unit 13094, N Palm Beach, FL 33408

STREET ADDRESS: 648 Riverside Rd, North Palm Beach, FL 33408 (Zip Code)

PHONE NUMBER: 951-813-8541

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 01	Dated 01/27/2026	No. _____	Dated _____
No. 02	Dated 02/03/2026	No. _____	Dated _____
No. 03	Dated 02/11/2026	No. _____	Dated _____

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

BID FORMS

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
N/A		

Outlook

Responsibility Review – ITB No. 2026-022 – National General Construction

From Zach <zz@nationalgc.net>
Date Wed 2/18/2026 3:03 PM
To Marsha Commond <mcommond@cityoffortpierce.com>
Cc Purchasing Division <purchasing@cityoffortpierce.com>; Maverick Cissell <mc@nationalgc.net>; Nikki Smith <nikki@nationalgc.net>

You don't often get email from zz@nationalgc.net. Learn why this is important

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good afternoon Marsha,

Please see attached List of critical subcontractors on the project, the rest of the work will be done by our company. Thank you for reaching out and look forward to working with the city on this project.

Horizon Pools
Installation of splash pad
12785 W Forest Hill Blvd Wellington FL 33414

Sky Arc Electric
Electrical work
Miami Florida 33177

Treasure Coast Infrastructure
Underground Utilities
PO Box 405 Palm City Florida 34991

Zach Zuppardo
National General Construction
a So Cal Shaker Plates Company
CSLB#1099259
FLCGC#1533402
SBE-PW $ SBE #2022966
DIR#1001087152

BID FORMS

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS 10% Bidders Bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

BID FORMS

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(Type or Print)

By: _____

Name: Maverick Cissell

Title: Manager Member

Dated: 02/11/2026, ~~2024~~

(Corporate Seal)

Attest
If Corporation

By: _____
(Signature)

Name: Maverick Cissell

Title: Manager Member

Witnesses: _____
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

FL CGC 1533402 expires 08/31/2026

END OF SECTION

EXHIBIT "E"
SECTION 002

BID FORMS

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, as Principal, and Great Midwest Insurance Company, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Bid Amount Dollars ($10% of Bid Amount), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated Februry 11 2026, for the Bi d 202 6-022 CDGB Coach Fenn Park Improvement Project

NOW, THEREFORE, If the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

BID FORMS

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this 9th day of February, 2024, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

PRINCIPAL

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction

By: _____
(Signature)

Name: Maverick Cissell

Title: Manager Member

ATTEST (if corporation)

By: _____
(Signature)

Name: Nikki Smith

Title: Witness

(Corporate Seal)

SURETY

GREAT MIDWEST INSURANCE COMPANY

By: _____
(Signature)

Name: KEVIN VEGA

Title: ATTORNEY-In-FACT

(Surety Seal)

BID FORMS

BID FORMS

Attach a certified copy of Power of Attorney appointing individual Attorney-In-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety GREAT MIDWEST INSURANCE COMPANY

Mailing Address 800 GESSNER #600 HOUSTON, TX 77024

Street Address _____

Name and Mailing and Street _____

Address of Agent or 534 E. BADILLO ST. COVINA, CA 91723

Representative in Florida _____

(if different than above) _____

_____

_____

_____

Telephone Number of Surety 626-859-1000

and Agent or Representative _____

In Florida _____

END OF SECTION

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that GREAT MIDWEST INSURANCE COMPANY, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: Philip E. Vega, Kevin Vega, Britton Christiansen

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of GREAT MIDWEST INSURANCE COMPANY, on the 1st day of April, 2025 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed One-Hundred Million dollars ($100,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by electronic mail on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by electronic mail to any certificate of any such power and any such power or certificate bearing such electronic signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, GREAT MIDWEST INSURANCE COMPANY, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 8th day of April, 2025.

GREAT MIDWEST INSURANCE COMPANY

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Mark W. Haushill

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 8th day of April 2025, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of GREAT MIDWEST INSURANCE COMPANY, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

CHRISTINA BISHOP
My Notary ID # 131090468
Expires April 14, 2029

BY Christina Bishop

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of GREAT MIDWEST INSURANCE COMPANY, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 9th Day of February 2026.

GREAT MIDWEST INSURANCE COMPANY — CORPORATE SEAL — TEXAS CORPORATION

BY Patricia C Ryan

Patricia Ryan
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
} ss.
County of LOS ANGELES)

On February 9th, 2026 before me, Philip Vega, Notary Public
Here Insert Name and Title of the Officer

personally appeared Kevin Vega, Attorney-in-Fact
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature:

PHILIP VEGA
Notary Public - California
Los Angeles County
Commission # 2490565
My Comm. Expires May 31, 2028

Place Notary Seal Above

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title of Type of Document:

Document Date: Number of Pages:

Signer(s) Other Than Named Above:

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
■ Individual	☐ Individual
☐ Corporate Officer Title(s):	☐ Corporate Officer Title(s):
☐ Partner - ☐ Limited ☐ General	☐ Partner - ☐ Limited ☐ General
☐ Attorney In Fact	☐ Attorney In Fact
☐ Trustee	☐ Trustee
☐ Guardian or Conservator	☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:
Right Thumbprint of Signer Top of thumb here	Right Thumbprint of Signer Top of thumb here

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

March 4, 2026

Sent via email: mc@nationalgc.net

SoCal Shaker Plates & Construction Site Services, LLC. dba National General Construction
643 U.S. Highway 1, Unit 13094
North Palm Beach, FL 33408
Attn: Maverick Cissell, Manager Member

RE: Notification of Award
Bid No. 2026-022 CDBG Coach Fenn Park Improvements Project

Dear Mr. Cissell.

We are pleased to inform you that your organization has been awarded the referenced bid following the City Commission meeting on Monday, March 2, 2026.

A construction agreement has been drafted and is currently under review by the City Attorney. Once approved, it will be forwarded to your firm for execution. Please provide the following documents immediately:

1. Insurance certificates meeting the amounts specified in the bid (see attached).
2. Corporate resolutions authorizing a representative to execute the agreement.

For any questions regarding this award, please contact Marsha Commond, MPA, Special Projects Coordinator at mcommond@cityoffortpierce.com or (772) 467-3836.

We appreciate your interest in conducting business with the City of Fort Pierce!

Best regards,
Gelencia Carter
Gelencia Carter, MPA
Purchasing Manager

/gc

Attachment: Insurance Requirements

cc: Marsha Commond, Special Projects Coordinator
Donnella Clarke, Grants Administration
Rick Stauffer, Facilities Manager
File

BID FORMS

NOTICE TO PROCEED

Date: _____

To: _____

_____ **Contractor.**

Notice to Proceed on Project: CDBG Coach Fenn Park Improvements, Bid No. 2026-022

Cost of Project based on Unit Prices by Agreement: $_____

You are hereby notified to proceed with the Work on the subject Project on or before _____, 2026 and to obtain Substantial completion within 90 calendar days and Final completion within 120 calendar days. Find attached four (4) sets of the subject project drawings.

The completion date for **this project** work shall be: _____**, 2026.**

OWNER:
CITY OF FORT PIERCE, FLORIDA
100 NORTH U.S. HIGHWAY 1
FORT PIERCE, FL 34950

BY:

_____
City's Project Manager

ACKNOWLEDGE RECEIPT OF NOTICE

By: _____ _____
Contractor Date

END OF SECTION

CHANGE ORDER FORM
CITY OF FORT PIERCE

PROJECT: **CDBG Coach Fenn Park Improvements**

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)

BID FORMS

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:

_____

By:_____
Signature

Date:_____

ACCEPTED BY:

Contractor: _____

By:_____
Signature

Name:_____

Date:_____

APPROVED BY: City of Ft. Pierce

Date:_____

By:_____
Signature & Title

END OF SECTION

APPLICATION FOR PAYMENT

Application for payment forms will be issued at the Pre-construction Conference.

END OF SECTION

CERTIFICATE OF OWNER'S ATTORNEY

PROJECT: _____

_____

I, the undersigned, _____
(Name of Attorney)

the duly authorized and acting legal representative of_____

_____,do hereby certify as
(Owner)

follows:

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

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

2. Permanent Main Office address. 648 Riverside Rd, North Palm Beach, FL 33408

3. When organized? August 2021

4. If a corporation, where incorporated? Florida LLC

5. How many years have you been engaged in construction under this present firm or trade name? Four Years Six Months

* 6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) * See Attached

7. General character of work performed by you. General Contractor

8 Have you ever failed to complete any work awarded to you? If so, where and why? NO

9. Have you ever defaulted on a contract? If so, where and why? NO

* 10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work.

* 11. List your major equipment available for this contract.

* 12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.)

* 13. Background and experience of the principal members of your company, including the officers.

14. Give bank reference. Chase Bank 3030 SW Martin Downs Blvd Palm City FL 34990 Mary Soucie 772-403-6143

15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce. Yes, upon request

16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie

6. CURRENT PROJECTS

	1	2	3
STATUS	In Progress	In Progress	Delayed by County
PROJECT	Preserve Trail at the Port	OL Peacock Sr Park	White City Park Shoreline
OWNER	City of Port St Lucie	City of Port St Lucie	St Lucie County
CONTACT	Zak Sherman	Zak Sherman	Daniel Finz
PHONE	772-871-5083	772-871-5083	772-275-8999
TITLE	Project Manager	Project Manager	Project Manager
ARCHITECT	Culpepper & Terpening	Captec Engineering	Dredging & Marine Consultants
AMOUNT	$971,531.00	$ 1,973,971.59	$287,573.00
% DONE	90%	20%	0%
DATE COMPLETE	March 2026	Sept 2026	TBD

10. COMPLETED PROJECTS

	1	2	3	4	5	6	
PROJECT	Treasure Coast Airport	Ballfield Renovations	Indrio Savannah Wet Pond	Fairwinds Golf Course Cart Barn	Swale & Excavation & Improve	Lake Shore Tennis Court Removal	Metal Building Sitework
OWNER	St Lucie County	St Lucie County	St Lucie County	St Lucie County	City of Miramar	City of Miramar	City of Pembroke Pines
CONTACT	Ann Mullen	Brandon Clark	William Cor...	Mark Camm...	Horace Derricks	Adriel Brown	Jim Mulvaney
PHONE	772-462-2350	772-924-5703	772-462-2841	772-462-2707	305-724-4673	ajbrown@miramarfl.gov	954-450-1060 954-445-9613
TITLE	Airport / Project Manager	Project Manager	Project Manager	Fairwinds GM / Project Manager	Project Manager	Parks & Recreation	Project Manager
ARCHITECT	C&S Engineers	County Engineering Dept	Kimley Horn	County Engineering Dept	City Dept	N/A	Calvin Giordano & Assoc
AMOUNT	$ 1,273,424.65	$240,152.00	$802,998.00	$448,801.00	$72,900.00	$16,000.00	$723,000.00
DATE COMPLETED	January 2026	July 2025	June 2025	June 2025	September 2024	June 2024	March 2024
% DONE IN HOUSE	20%	90%	75%	50%	95%	100%	70%

in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

Yes, upon request

11. Equipment - Skidsteer, Dozer, Loader, Dumptruck, Excavator

12. Similar Experience - see also the attachment for line items 6 & 10.
Those contracts all span the necessary experience including grading, excavation, paving, water, sewer, electric, landscaping, concrete pads, pre-fab structures and erosion control and work in park environments.

13. Backgrounds -

Maverick Cissell, Manager Member
19 years construction experience; commercial, residential, public works; superintendent

Jay A Zuppardo, Superintendent
49 years constuction experience; commercial, residential, public works; superintendent

Jay Z Zuppardo, Superintendent
17 years construction experience; commercial, residential, public works; superintendent

BID FORMS

Dated at 10:00 am this 11 day of February, 2026.

Contractor:

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction

By _____

Maverick Cissell, Manager Member
(Name & Title)

County of Palm Beach
State of Florida

Maverick Cissell, being duly sworn, deposes and says that he is Manager Member of SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 11 day of February, 2026.

Nikki Smith
Notary Public

My Commission Expires:

December 10, 2027 (Seal)

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

BID FORMS

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF Palm Beach

Maverick Cissell, being first duly sworn, deposes and says:

That he/she is Manager Member
(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.

SoCal Shaker Plates & Construction Site Services, LLC
dba National General Construction
(Firm Name)

By: Maverick Cissell

Title: Manager Member

Subscribed and sworn to before me this 11
day of February, 2026

Nikki Smith
Notary Public

My Commission expires: (Seal)

December 10, 2027

Notary Public State of Florida
Nikki R Smith
My Commission HH 471818
Expires 12/10/2027

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2026-022 for **CDBG Coach Fenn Park Improvements**

2. This sworn statement is submitted by SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(name of entity submitting sworn statement)
whose business address is 648 Riverside Rd, North Palm Beach, FL 33408
and (if applicable) its Federal Employer Identification Number (FEIN) is 85-4013411
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Maverick Cissell my relationship to the entity named above is Manager Member.
(please print name of individual signing)

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

✓ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

BID FORMS

Signature: _____

Date: 02/11/2026

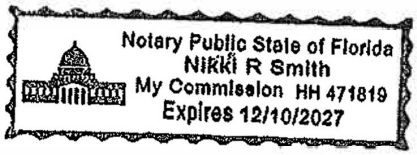
STATE OF Florida

COUNTY OF Palm Beach

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Maverick Cissell who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 11 day of February, 2026.

NOTARY PUBLIC SEAL: Nikki Smith



My commission expires: December 10, 2027

END OF SECTION

BID FORMS

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: February 11, 2026

Official Address
(Including Zip Code):

648 Riverside Rd, North Palm Beach, FL 33408

By: Maverick Cissell

Manager Member
(Title)

END OF SECTION

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2026-022

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: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction
(Company-Contractor)
By: _____
(President's Signature)
Maverick Cissell Manager Member
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in Palm Beach County, Florida on the 11 day of February, 2026.

Notary Public: Nikki Smith (affix seal) My Commission Expires: December 10, 2027
Nikki Smith

Notary Public State of Florida
Nikki R Smith
My Commission HH 471819
Expires 12/10/2027

END OF SECTION

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction 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

02/11/2026
Date

END OF SECTION

BID NO. 2026-022
BID RESPOSNE FORM
CDBG COACH FENN PARK IMPROVEMENTS

Item		Quantity	Unit	Unit Price	Item Total
1	Mobilization, demo, ins, etc. not to exceed 5% of construction cost.	1	LS	$25,000.00	$25,000.00
2	Maintenance of traffic (MOT), contractor shall furnish all materials	1	LS	$2,500.00	$2,500.00
3	Contractor shall provide all materials, labor, tools, equipment and all incidentals to complete all clearing, grubbing, root-taking and necessay clean up operations in connection with the construction of the work and its related site work	1	LS	$80,000.00	$80,000.00
4	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install temporary and permanent erosion control measures including silt fence, inlet protection, and stabilization.	1	LS	$25,000.00	$25,000.00
5	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform excavation, fill, compaction, fine grading, and subgrade preparation in accordance with the civil grading plans.	1	LS	$80,000.00	$80,000.00
6	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install stormwater drainage features including retention areas, swales, trench drains, and related appurtenances shown on the drawings.	8600	SF	$2.33	$20,038.00
7	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install aggregate base, leveling course, and compaction for hardscape areas.	7800	SF	$0.84	$6,552.00
8	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete parking, and associated joints and finishes as shown on the plans.	5200	SF	$10.00	$52,000.00
9	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install turf block parking, and associated joints and finishes as shown on the plans.	2600	SF	$15.00	$39,000.00
10	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install parking stripping and finishes as shown on the plans.	1	LS	$6,500.00	$6,500.00
11	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install concrete sidewalks, and associated joints and finishes as shown on the plans.	900	SF	$10.00	$9,000.00
12	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install domestic cold water piping systems, including trenching and excavation, service piping, distribution lines, fittings, isolation valves, tracer wire, sleeves, supports, connections, back flow prevention, testing, and final terminations serving the splash pad and restroom facilities. The scope includes installation of six (6) parallel supply lines for the splash pad over the indicated linear.	310	LF	$50.00	$15,500.00
13	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary sewer, waste, and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the prefabricated restroom building.	150	LF	$80.65	$12,097.50

14	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install all underground sanitary and vent piping, including trenching, bedding, pipe, fittings, cleanouts, vents, blockouts, and backfill for the splash pad recirculation system.	160	LF	$80.65	$12,904.00
15	Contractor shall provide all materials, labor, tools, equipment, and incidentals to excavate, prepare, proof-roll, moisture condition, and compact subgrade beneath slabs, pads, and footings.	1	LS	$15,000.00	$15,000.00
16	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations, stub ups coordinatoin and isntallation, and anchorage for the prefabricated restroom building.	260	SF	$57.69	$14,999.40
17	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct reinforced concrete foundations for the pavilion structure.	250	SF	$100.00	$25,000.00
18	Contractor shall provide all materials, labor, tools, equipment, and incidentals to construct splash pad structural slab, thickened edges,and utility blockouts.	320	SF	$93.75	$30,000.00
19	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install the splash pad polyaspartic surface coating system, including surface preparation, application, curing, and finishing, in the design pattern and color scheme selected by the City.	320	SF	$187.50	$60,000.00
20	Contractor shall provide all materials, labor, tools, equipment, and incidentals to install sleeves, embeds, drains, blockouts, and excavation/foundations required for splash pad plumbing and splash pad Vak Pak, reservoir tank equipment installation.	1	LS	$20,000.00	$20,000.00
21	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a 10-inch thick compacted gravel bed at the splash pad pump yard.	400	SF	$37.50	$15,000.00
22	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install a chain-link fence enclosure around the splash pad pump yard, including posts, rails, fabric, tension wire, gates, hardware, concrete footings, and coordination with equipment clearances.	85	LF	$117.65	$10,000.25
23	Contractor shall provide all materials, labor, tools, equipment, and incidentals to furnish and install above ground and underground electrical conduit, including trenching, excavation, bedding, sweeps, warning tape, backfill, compaction, sleeves, and restoration of disturbed areas for electrical distribution to the splash pad and prefabricated restroom building.	1	LS	$40,000.00	$40,000.00
24	Contractor shall provide all materials, labor, tools, equipment, and incidentals to perform final grading, surface restoration, and cleanup of all disturbed areas.	1	LS	$7,500.00	$7,500.00
25	Permit fee allowance to reimburse the contractor for any permit by the City. Each bidder shall palce the amount of $3,000 in this line item for city calculation purposes.	1	AL	$3,000.00	$3,000.00
Total Base Bid					**$626,591.15**

Bidder's Name: SoCal Shaker Plates & Construction Sire Services LLC dba National General Construction

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

BID NO. 2026-022

SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
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			$	$

CONTRACTOR VERIFICATION FORM

FORT PIERCE, FLORIDA
SEALED BID NO. 2026-022

PROJECT TITLE: CDBG COACH FENN PARK IMPROVEMENTS

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Corporate Title: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 648 Riverside Rd, North Palm Beach, FL 33408

(Zip Code)

By: Maverick Cissell (Print name) Manager Member (Print title)

(Authorized Signature)

Telephone: (951) 813-8541

Fax: ( )

State License # CGC 1533402 **(ATTACH COPY)**

County License # **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License:

Unlimited (yes/no)

If "NO", Limited to what trade?

END OF SECTION

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

CISSELL, MAVERICK

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
27475 YNEZ RD
#389
TEMECULA CA 92591

LICENSE NUMBER: CGC1533402

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 01/02/2025

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: CDBG COACH FENN PARK IMPROVMENTS

BID NO. 2026-022

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
St Lucie County	Treasure Coast Airport Parking Lot	Ann Mullen	772-462-2350
St Lucie County / Fairwinds Golf Course	Fairwinds Golf Course Cart Storage Building	Mark Cammarene	772-462-2707
St Lucie County	Indrio Savannah Wet Pond	William Cornelius	772-462-2841
St Lucie County	Ballfield Renovations	Brandon Clark	772-924-5703
City Port St Lucie	Preserve Trail at the Port	Zak Sherman	772-871-5083
City Port St Lucie	OL Peacock Sr Park	Zak Sherman	772-871-5083

END OF SECTION

E-VERIFY

FORT PIERCE, FLORIDA

PROJECT: **CDBG COACH FENN PARK IMPROVEMENTS**

Bid No.: 2026-022

Project Description: **Installation of utilities, construction of park improvements and parking lot with stormwater facilities, pavilion construction, and installation of a fully operation ADA compliant splash pad.**

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: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Authorized Signature: 

Title: Manager Member

Date: 02/11/2026

END OF SECTION

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 1

This Addendum is issued to formally include certain exhibits that were referenced within the bid documents but were inadvertently not attached at the time of initial advertisement.

ADDITION OF EXHIBITS

Accordingly, the following exhibits are hereby attached and incorporated into the Bid Document:

- **Exhibit H: CXT, Inc. – Prefab Restroom Reference Drawings**
- **Exhibit I: RCP Shelters Pavilion Preliminary Drawings and Quote (2 Attachments)**
- **Exhibit J: Rain Drop Splashpad Quote and Drawings**

These exhibits are now officially part of the solicitation and shall be considered in the preparation and submission of all bids.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with you submittal.

Signature: _____
Manual

Signature: Maverick Cissell Manager Member
Typed or Printed

Company Name: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 648 Riverside Rd, North Palm Beach, FL 33408

Date: 02/11/2026

/mw

Attachments: See the PDF documents for Exhibits H,I, and J.

February 3, 2026

CITY FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

RFP NO. 2026-022

ADDENDUM NO. 2

The purpose of this addendum is to provide the Specific Purpose Survey and revisions to the Drawing Index for this project. Please see the attached Drawing Index, which reflects revisions made by our Engineer.

1. **G-001** – Revises Exhibit C Cover SS to update the Drawing Index.
2. **S-101** – Revises Exhibit C Structural SS.
3. **S-102** – New drawing added.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Maverick Cissell Manager Member
Typed or Printed

Company Name: SoCal SHaker Plates & Construction Site Services LLC dba National General Construction

Address: 648 Riverside Rd North Palm Beach FL 33408

Date: 02/11/2026

/lh

Attachments: Specific Purpose Survey
Revised Drawing Index.

February 11, 2026

CITY OF FORT PIERCE

CDBG COACH FENN PARK IMPROVEMENT PROJECT

BID NO. 2026-022

ADDENDUM NO. 3

It has come to the City's attention that certain documents necessary for interested bidders to prepare a complete and responsive submission were not made available on all required platforms at the time of advertisement.

Specifically:

- The **Bid Response Form** excel worksheet was inadvertently omitted from the solicitation package.
- The **Civil Drawings** were posted on the City's website but were not uploaded to DemandStar.

To ensure fairness, transparency, and equal access to information for all prospective bidders, the City is issuing this Addendum to provide the missing documents and extend the bid due date.

The documents are attached and made part of the solicitation.

The bid due date is extended has been extended to:

Friday, February 13, 2026; 3PM

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: Maverick Cissell
Typed or Printed

Company Name: SoCal Shaker Plates & Construction Site Services, LLC dba National General Construction

Address: 648 Riverside Rd, North Palm Beach, FL 33408

Date: 02/12/2026

/gc

Attachments: Bid Response Form
Ex. C – Drawings – Coach Fenn Park – Civic SS

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

Request for Taxpayer Identification Number and Certification

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

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

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

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

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

SoCal Shaker Plates & Construction Site Services LLC

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

National General Construction

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

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

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

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

☐ Other (see instructions)

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

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

Exempt payee code (if any)

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

(Applies to accounts maintained outside the United States.)

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

643 US Hwy 1 Unit 13094

Requester's name and address (optional)

6 City, state, and ZIP code

North Palm Beach FL 33408

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

			–			–				

or

Employer identification number

8	5	–	4	0	1	3	4	1	1

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person** | Date 2025/11/02

General Instructions

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

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

What's New

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

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

Purpose of Form

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

THE VILLAGE OF NORTH PALM BEACH

2025-2026 BUSINESS TAX RECEIPTS

701 US HIGHWAY 1 SUITE 100
NORTH PALM BEACH, FL 33408
561-841-3365

SoCal Shaker Plates & Construction Site Services LLC
643 US Hwy 1 Unit 13094
North Palm Beach, FL 33408

(951) 813-8541

NO: 310705
CUSTOMER ID NO: BTR-2025-73

DATE: 10/29/2025

Address: 648 Riverside Rd
North Palm Beach, FL 33408

Activity: Home Based Business / Personal Service
Services - Miscellaneous personal service NEC
SoCal Shaker Plates & Construction Site Services LLC

Issued to: SoCal Shaker Plates & Construction Site Services LLC
648 Riverside Rd
North Palm Beach, FL 33408

MUST BE POSTED CONSPICUOUSLY AT THE PLACE OF BUSINESS

PAID - EXPIRES SEPTEMBER 30, 2026 **LATE FEES APPLY OCTOBER 1, 2026 (RENEWAL NOTICE MAILING NOT REQUIRED)**

PLEASE NOTIFY THE VILLAGE BUILDING DEPARTMENT IF THE BUSINESS RELOCATES OR CLOSES

Detail by Entity Name

Florida Limited Liability Company
SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC

Filing Information

Document Number	L22000084227
FEI/EIN Number	85-4013411
Date Filed	02/14/2022
Effective Date	08/27/2021
State	FL
Status	ACTIVE
Last Event	CONVERSION
Event Date Filed	02/14/2022
Event Effective Date	NONE

Principal Address

648 Riverside Rd
North Palm Beach, FL 33408

Changed: 09/30/2025

Mailing Address

643 US Highway 1 #13094
North Palm Beach, CA 33408

Changed: 02/11/2025

Registered Agent Name & Address

ALPER TRUSTEES, LLC
255 PRIMERA BLVD STE 160
LAKE MARY, FL 32764

Authorized Person(s) Detail

Name & Address

Title MGR

CISSELL, MAVERICK
648 Riverside Rd
North Palm Beach, FL 33408

Report Year	Filed Date
2024	02/20/2024
2025	01/10/2025
2025	09/30/2025

Document Images

09/30/2025 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2025 -- ANNUAL REPORT	View image in PDF format
02/20/2024 -- ANNUAL REPORT	View image in PDF format
02/28/2023 -- ANNUAL REPORT	View image in PDF format
02/14/2022 -- Florida Limited Liability	View image in PDF format



Previous on List Next on List Return to List

Filing History

Fictitious Name Search
Submit

Fictitious Name Detail

Fictitious Name

NATIONAL GENERAL CONSTRUCTION

Filing Information

Registration Number	G23000120601
Status	ACTIVE
Filed Date	09/28/2023
Expiration Date	12/31/2028
Current Owners	1
County	MULTIPLE
Total Pages	4
Events Filed	3
FEI/EIN Number	85-4013411

Mailing Address

643 US HIGHWAY 1
#13094
NORTH PALM BEACH, FL 33408

Owner Information

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC
648 RIVERSIDE RD
NORTH PALM BEACH, FL 33408
FEI/EIN Number: 85-4013411
Document Number: L22000084227

Document Images

09/28/2023 -- Fictitious Name Filing — View image in PDF format

09/26/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/14/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

03/13/2025 -- CHANGE NAME/ADDRESS — View image in PDF format

Florida Department of State, Division of Corporations

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/20/2026

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 Caracciolo Insurance Services, Inc. Dba Insurance Allstars Agency 43950 Margarita Road Suite C Temecula CA 92592	CONTACT NAME: Anthony Caracciolo PHONE (A/C, No, Ext): (951) 397-4010 FAX (A/C, No): (951) 742-4643 E-MAIL ADDRESS: Anthony@insallstars.com
INSURED So Cal Shaker Plates and construction site services LLC DBA: National SWPPP Services 643 US Hwy 1 Unit 13094 Palm Beach FL 33408	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: PartnerRE INS SOL BERMUDA, LTD — AA-3191504 INSURER B: WESCO INS CO — 25011 INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	VCP2026012-01	1/19/2026	1/19/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ $ $ $ $
A	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X	X	VCX2026007-01	1/19/2026	1/19/2027	EACH OCCURRENCE AGGREGATE $	$ 2,000,000 $ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WES3805800	09/10/2025	09/10/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Contractors Pollution	X	X	VCP2026012-01	1/19/2026	1/19/2027	Occurence Aggregate Deductible	$1,000,000 $2,000,000 $10,000

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

Proof of Coverage

CERTIFICATE HOLDER

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

Anthony Caracciolo

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) 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 Acentria Insurance - Sunrise 1607 NW 136th Ave Suite B-200 Sunrise FL 33323 License#: L100460 SOCALS0001	CONTACT NAME: PHONE (A/C, No, Ext): 954-735-5500 FAX (A/C, No): 954-735-2852 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : GEICO Marine Insurance Company	37923
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
SO CAL SHAKER PLATES AND CONSTRUCTION SITE SERVICES
643 US Highway 1
Unit 13094
North Palm Beach FL 33408

COVERAGES **CERTIFICATE NUMBER:** 453214447 **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 X HIRED AUTOS ONLY X SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		9300227302	10/21/2025	10/21/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A If yes, describe under DESCRIPTION OF OPERATIONS below						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: City of Port St. Lucie – Contract #20250180 – O.L. Peacock, Sr., Park
City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents are included as Additional Insureds as respects General Liability when required in a written contract.

CERTIFICATE HOLDER

City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Building A
Port St. Lucie FL 34984

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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END OF SECTION

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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, Bid 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 City Engineer pursuant to Subparagraph 2.2.8, or (4) a written order for a minor change in the Work for each project issued by the City Engineer 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 City Engineer 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.

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 CITY

The City of Fort Pierce: The Owner.

1.1.15 CONTRACT PRICE/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.

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 City Engineer 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 City of Fort Pierce: The Owner.

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 City Engineer.

1.1.29 ENGINEERING INSPECTOR

The authorized representative of the City Engineer who is assigned to the site inspection 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, reference, or determination rests solely with the City Engineer 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.

SECTION 2 - THE CITY ENGINEER

2.1 The City Engineer or his designee is the person authorized by the City Manager to oversee implementation of the Contract Documents.

2.2 The City Engineer or designee will visit the site at intervals to check the quality or quantity of the Work. The City Engineer or designee 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 City Engineer or designee 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 City Engineer or designee 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 City Engineer or designee may perform his functions under the Contract Documents.

2.3 The City Engineer 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 City Engineer for such interpretations.

SECTION 3 - CITY

3.1 DEFINITION

3.1.1 The City 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 Owner means the City or its 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 and elsewhere in the Contract and Contract Documents, 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.

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 Contract 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 the Contract and Sections 8, 14, 15, and 16, and

as noted in the Agreement and 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 Engineer any error, inconsistency or omission he may discover. The Contractor shall not be liable to the City or the City Engineer 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.

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 City Engineer 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 City Engineer, 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 City Engineer 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 City Engineer, 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 City Engineer 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 (10) 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 City Engineer 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 City Engineer 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 City Engineer 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 City Engineer to review the information as required.

4.12.2 Contractor shall also submit to City Engineer 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 City Engineer 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 City Engineer for review and approval of each such variation.

4.12.5 City Engineer will review and take action within 14 calendar days of receipt of shop drawings and samples, but City Engineer's 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 City Engineer 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 City Engineer on previous submittals.

4.12.6 City Engineer's 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 City Engineer's attention to each such variation at the time of submission as required by Subparagraph 4.12.3.1 and City Engineer 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 City Engineer 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 by the Specifications, any related Work performed prior to City Engineer's 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.

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 City Engineer.

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 City Engineer.

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 Contract, 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 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 comply with the Contract, to include Article 12 and the 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 City Engineer any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so 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.

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 City Engineer shall determine to be just.

SECTION 7 - MISCELLANEOUS PROVISIONS

7.1 Governing Law

7.1.1 The Contractor 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 PERFORMANCE AND PAYMENT BOND

7.5.1 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.

7.5.2 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 7.5.1, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to City.

7.6 RIGHTS AND REMEDIES

7.6.1 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.

7.6.2 No action or failure to act by the City, Engineer, 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.

7.7 TESTS

7.7.1 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 City Engineer timely notice of its readiness so the City Engineer may observe, provide or instruct such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests or approvals conducted by public agency other than City. Unless otherwise provided, the City shall bear all costs of other inspections, tests or approvals. The City shall pay for soils, compaction, and other testing required by the Contract Documents, to assure compliance with plans and specifications, and the Contractor shall pay for all required retests.

7.7.2 If the Engineer determines that any Work requires special inspection, testing, or approval which Paragraph 7.7.1 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 7.7.1. 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.

7.7.3 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 City Engineer.

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 City Engineer 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 City Engineer, 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 determines may justify the delay, then the Contract Time shall be extended by Change Order for such reasonable time as the City Engineer may determine.

8.3.2 Any claim for extension of time shall be made in writing to the City Engineer 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 Agreement or 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 City Engineer an itemized and completed Application for Payment, notarized, supported by such data substantiating the Contractor's right to payment as the City or the City Engineer 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-five percent (95%) of the amount due the Contractor on account of progress payments. At Completion and Final Acceptance of the Work by the City Engineer, 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.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The City Engineer will, within ten (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 City Engineer 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 City Engineer's 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 City Engineer 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 City Engineer has approved the complete Application for Payment, the City shall make payment in accordance with Article 6 of identified in the Agreement.

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 City Engineer 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 City Engineer on account of Work done by such Subcontractor.

9.5.4 Neither the City nor the City Engineer shall have any obligation to pay or to see to the payment of any monies to any Subcontractor except as may 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 City Engineer receiving Partial Releases of Liens applicable to previous payments received by Contractor.**

9.6 PAYMENTS WITHHELD

9.6.1 The City Engineer 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 City Engineer 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 City Engineer cannot agree on a revised amount, the City Engineer will promptly approve the payment for the amount for which he is able to make such representations to the City. The City Engineer 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; or

2. Third party claims filed or reasonable evidence indicating probable filing of such claims, such as Notice; or

3. Failure of the Contractor to make payments properly to Subcontractors for labor, materials or equipment. City Engineer may request Partial Releases of Liens prior to payment; or

4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum; or

5. Damage to the City or other contractor; or

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.

9.7 "ELIMINATED"

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 City Engineer 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 City Engineer's final approval for payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth in the Agreement and Contract Documents have been fulfilled and the Contractor has met the requirements of the Agreement and Contract Documents.

9.8.2 Neither the final payment nor the remaining retained percentage shall become due until the Contractor submits to the City Engineer: (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; or

2. Faulty or defective Work appearing after Substantial Completion; or

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 City Engineer 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 Paragraph 10.2, 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 City Engineer 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 the Agreement and the 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 City Engineer.

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 CITY ENGINEER'S STATUS

10.4.1 Without limiting the generality of Subparagraphs 2.2 and 2.3, the City Engineer 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 City Engineer, 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 unit prices stated in the Contract Documents or subsequently agreed upon;

3. 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 City Engineer 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 City Engineer. 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 City Engineer 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 City Engineer or to requirements specifically expressed in the Contract Documents, it must, if required by the City Engineer, 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 City Engineer has not specifically requested or required to observe prior to being covered, the

City Engineer 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 City Engineer 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 City Engineer 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 City Engineer, 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 City Engineer 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 City Engineer, 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 a 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 City Engineer 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 City Engineer's 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 City Engineer, 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 City Engineer, 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 City Engineer any conflict, error or discrepancy which Contractor or any of his Subcontractors may discover and shall obtain a written interpretation or clarification from City Engineer before proceeding with any work affected thereby; provided, however, Contractor shall not be liable to City or City Engineer 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 Engineer 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 City Engineer 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 City Engineer 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 Unit 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 City Engineer 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 for actual measurement 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 - ESTIMATED QUANTITIES

20.1 All estimated quantities stipulated in the Bid Form or other Contract Documents are approximate and supplied for the sole purpose of providing Bidder with a basis which will be used to determine the Base Bid and to obtain unit prices for approvals of progress payments for the Work done. Actual quantities which will be ordered by City may vary from those on the Bid Form(s).

20.2 The Contractor's attention is directed to the items of work for which no unit price is set. All work shown on the drawings as outlined in the specifications is to be completed in all respects, and the cost of all miscellaneous and associated work to any specific items shall be included in the Unit Prices.

20.3 All quantities, for the submittal of payments, shall be measured and tabulated by both the City Engineer, or representative, and the Contractor. Requests for payment and supporting data shall be prepared by the Contractor and given to the City Engineer sufficiently in advance of payment date to permit thorough checking of all quantities.

20.4 The Contractor shall furnish the City Engineer whatever assistance is required, laborers, clerks and records that will enable the City Engineer to expeditiously check all estimates and especially the final quantities of the project.

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 - FIELD ENGINEERING

Contractor shall employ a Land Surveyor registered in the State of Florida and acceptable to City Engineer, locate and protect survey control and reference points, control datum for survey that is shown on the Exhibit Drawings, and provide field engineering services and establish elevations, lines, and levels, utilizing recognized engineering survey practices.

SECTION 23

"DELETED"

SECTION 24 - PRECONSTRUCTION CONFERENCE

24.1 City Engineer 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 City Engineer;
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 City Engineer 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 3 days to participants and those affected by decisions made.

25.3 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
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 Engineer will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.

3. Should the Engineer consider that the work is incomplete or defective: (1) the Engineer 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 Engineer will re-inspect the Work.

4. When the Engineer finds that the Work is acceptable under the Contract Documents, he shall request the Contractor to make closeout submittals.

26.3 REINSPECTION FEES

Should the Engineer 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 Engineer 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 of the drainage structures, signs, lighting, irrigation system, landscaping, sidewalks, roadway improvements and all culvert pipes, the elevations referenced to NGVD 1929 of the control structure tops, bottom inverts, and the elevations of all pipe inverts. No erasures are permitted. Where changes occur, cross out design information and denote constructed information. Other items to be shown on the Record Drawings include:
5. Any changes or verifications get marked.
6. Mark out all "proposed" or "constructs."
7. Draw in all changes to location of pipe, structures, etc.
8. Draw in a detail box of any substantial changes.
9. Mark location and footage of all culverts.
10. Mark all elevations for grates and pipe inverts.
11. Mark all grades and spot elevations of roadways at 500 feet spacing or less.
12. Canal cross-sections at 500 feet spacing.

The Contractor shall submit four (4) sets of signed and sealed Record Drawing prints, and two electronic As-Built Drawings supplied in digital format (AutoCAD).

END OF SECTION

CONTRACT PROVISIONS FOR FEDERAL FUNDED PROJECTS

Pursuant to 2 CFR 200.327 and Appendix II to Part 200, the following federal requirements and contract provisions are incorporated herein, where applicable:

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

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

Contractor agrees to adhere to contract provisions (1) through (20) below where applicable:

1. **Equal Opportunity**: During the performance of this contract, the CONTRACTOR agrees as follows:
During the performance of this contract, the CONTRACTOR agrees as follows:

   (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub-contractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:
Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-contractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

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

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

2. **Davis-Bacon Act:** CONTRACTOR agrees to abide by the following (*as applicable to projects not solely funded by SLFRF funds*):

(1)

Minimum wages —

(i)

Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the CONTRACTOR and such laborers and mechanics. As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

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

workers.

(ii)

Frequently recurring classifications.

(A)

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

(*1*)

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

(*2*)

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

(*3*)

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

(B)

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

(iii)

Conformance.

(A)

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

(*1*)

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

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

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

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

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

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

(E) The contracting officer must promptly notify the CONTRACTOR of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The CONTRACTOR must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph

(a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv)

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

(v)

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

(vi)

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

(2)

Withholding —

(i)

Withholding requirements. The City of Fort Pierce may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the CONTRACTOR so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime CONTRACTOR or any sub-contractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime CONTRACTOR (as defined in § 5.2). The necessary funds may be withheld from the CONTRACTOR under this contract, any other Federal contract with the same prime CONTRACTOR, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime

CONTRACTOR, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the CONTRACTOR liability for which the funds were withheld. In the event of a CONTRACTOR's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the CONTRACTOR's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the City of Fort Pierce may on its own initiative and after written notice to the CONTRACTOR, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii)

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

(A)

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

(B)

A contracting agency for its reprocurement costs;

(C)

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

(D)

A CONTRACTOR's assignee(s);

(E)

A CONTRACTOR's successor(s); or

(F)

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

(3)

Records and certified payrolls —

(i)

Basic record requirements —

(A)

Length of record retention. All regular payrolls and other basic records must be maintained by the CONTRACTOR and any sub-contractor during the course of the work and preserved for

all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B)

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

(C)

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

(D)

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

(ii)

Certified payroll requirements —

(A)

Frequency and method of submission. The CONTRACTOR or sub-contractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the U.S. Treasury if the agency is a party to the contract, but if the agency is not such a party, the CONTRACTOR will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the City of

Fort Pierce. The prime CONTRACTOR is responsible for the submission of all certified payrolls by all sub-contractors. A contracting agency or prime CONTRACTOR may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the CONTRACTOR, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime CONTRACTOR permits other methods of submission in situations where the CONTRACTOR is unable or limited in its ability to use or access the electronic system.

(B)

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

(C)

Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the CONTRACTOR or sub-contractor, or the CONTRACTOR's or sub-contractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(*1*)

That the certified payroll for the payroll period contains the information required to be provided under paragraph

(a)(3)(ii) of this section, the appropriate information and basic records are being maintained under paragraph (a)(3)(i) of this section, and such information and records are correct and complete;

(*2*)

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

(*3*)

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

(D)

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

(E)

Signature. The signature by the CONTRACTOR, sub-contractor, or the CONTRACTOR's or sub-contractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F)

Falsification. The falsification of any of the above certifications may subject the CONTRACTOR or sub-contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G)

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

(iii)

Contracts, subcontracts, and related documents. The CONTRACTOR or sub-contractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The CONTRACTOR or sub-contractor must preserve these contracts,

subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv)

Required disclosures and access —

(A)

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

(B)

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

(C)

Required information disclosures. CONTRACTORs and sub-contractors must maintain the full Social Security number and last known address, telephone number, and email address of

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

(4)

Apprentices and equal employment opportunity —

(i)

Apprentices —

(A)

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

(B)

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

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

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

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

(5) *Compliance with Copeland Act requirements.* The CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

(6) *Subcontracts.* The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the U.S. Treasury may by appropriate instructions require, and a clause requiring the sub-contractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime CONTRACTOR is responsible for compliance by any sub-contractor or lower tier sub-contractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime CONTRACTOR and any sub-contractor(s) responsible will be liable for any unpaid wages and monetary relief,

including interest from the date of the underpayment or loss, due to any workers of lower-tier sub-contractors, and may be subject to debarment, as appropriate.

(7)

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

(8)

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

(9)

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

(10)

Certification of eligibility.

(i)

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

(ii)

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

(iii)

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

(11)

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

(i)

Notifying any CONTRACTOR of any conduct which the worker

reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

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

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

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

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

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

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

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

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

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

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

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

(B) A contracting agency for its reprocurement costs;

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

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

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

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

(4) *Subcontracts.* The CONTRACTOR or sub-contractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of

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

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

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

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

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

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

(6) *Requirements Under the Section 3 Final Rule, 24 CFR Part 75*

§ 75.19 Requirements.

(a) Employment and training.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure that employment and training opportunities arising in connection with Section 3 projects are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the

project is located.

(2) Where feasible, priority for opportunities and training described in paragraph (a)(1) of this section should be given to:

(i) Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) Participants in YouthBuild programs.

(b) Contracting.

(1) To the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations, recipients covered by this subpart shall ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located.

(2) Where feasible, priority for contracting opportunities described in paragraph (b)(1) of this section should be given to:

(i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and

(ii) YouthBuild programs.

(7) *§ 75.21 Targeted Section 3 worker for housing and community development financial assistance.*

(a) Targeted Section 3 worker. A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as

defined in § 75.5; or

(ii) A YouthBuild participant.

(8) This is a HUD Section 3 construction contract. Contractors and subcontractors must address the Section 3 employment work hours benchmarks for Section 3 Workers and Targeted Section 3 Workers as established by the U.S. Department of Housing and Urban Development at 24 CFR Part 75

a. This is a Section 3 covered project. Section 3 projects mean housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds $200,000. The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

b. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by the U.S. Department of Housing and Urban Development (HUD) assistance or HUD assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

c. The parties to this contract will comply with HUD's regulations as set forth in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

d. The Section 3 requirements apply to all contractors and subcontractors performing work in connection with a Section 3 covered project. Contractor means any entity entering into a contract with (a) a recipient to perform work in connection with work in connection with a Section 3 project; or (b) a subrecipient for work in connection with a Section 3 project. Subcontractor means any entity that has a contract with a Contractor to undertake a portion of the contractor's obligation to perform work in connection with a Section 3 project.

e. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and

agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of regulations under 24 CFR Part 75.

f. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 75.

g. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

h. Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the Section 3 requirements of 24 CFR Part 75.

4. Clean Air Act and Federal Water Pollution Control Act:

Clean Air Act

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

The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury.

Federal Water Pollution Control Act

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

The CONTRACTOR agrees to report each violation to the City of Fort Pierce and understands and agrees that the City of Fort Pierce will, in turn, report each violation as required to assure notification to the Florida Department of Commerce,

if applicable), U.S. Treasury, and the appropriate Environmental Protection Agency Regional Office.
The CONTRACTOR agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by U.S. Treasury

5. **Debarment and Suspension:** This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the CONTRACTOR is required to verify that none of the CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
The CONTRACTOR must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters.
This certification is a material representation of fact relied upon by City of Fort Pierce. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to City of Fort Pierce, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

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

   b) Meeting contract performance requirements; or

c) At a reasonable price.

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

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

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in US TREASURY Policy 405-143-1, Prohibitions on Expending US Treasury Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—

(b) *Prohibitions.*

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

2) Unless an exception in paragraph (c) of this clause applies, the CONTRACTOR and its sub-contractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

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

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

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

system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

1) This clause does not prohibit Contractors from providing—

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

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

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

i. Covered telecommunications equipment or services that:

a. Are <u>not used</u> as a substantial or essential component of any system; <u>and</u>

b. Are <u>not used</u> as critical technology of any system.

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

1) In the event the CONTRACTOR identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the CONTRACTOR is notified of such by a sub-CONTRACTOR at any tier or by any other source, the CONTRACTOR shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

2) The CONTRACTOR shall report the following information pursuant to paragraph (d)(1) of this clause:

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

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

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

9. Domestic Preferences for Procurements:

Domestic Preference for Procurements:
The CONTRACTOR should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.
For purposes of this clause:
Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States."

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

Contractors and their sub-contractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to the City of Fort Pierce with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by U.S. Treasury. Contractors and sub-contractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.

BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and sub-contractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to U.S. Treasury, the federal agency; subrecipients will forward disclosures to the pass- through entity, who will, in turn, forward the disclosures to U.S. Treasury.

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

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

12. Access to Records. CONTRACTOR agrees to adhere as follows:

The CONTRACTOR agrees to provide City of Fort Pierce, Florida Department of Commerce, the U.S. Treasury Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

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

The CONTRACTOR agrees to provide the U.S. Treasury Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

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

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

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

14. No Obligation by Federal Government:

The Federal Government is not a party to this contract and is not subject to any

obligations or liabilities to the recipient or subrecipient, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

15. Contract Changes or Modifications:

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

16. Program Fraud and False or Fraudulent Statements or Related Acts:
The CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the CONTRACTOR's actions pertaining to this contract.

17. Copyright Materials (*if applicable*):

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

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

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

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

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

21. **Rights to Inventions**: If CONTRACTOR is a small business firm or nonprofit organization, and is providing experimental, development, or research work under this transaction, CONTRACTOR must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements".

a. **Patent Rights:** *The GRANTEE is the owner of all records and information created, produced, or generated as part of the services performed under this Agreement. GRANTEE is the owner of any invention or discovery that is produced during the time of this contract and related to the project. At any time during the term of this Agreement, at the request of the CITY, CONTRACTOR and/or sub-contractor shall deliver to the CITY all inventions, findings, writings, records, and information created or maintained pursuant to this Agreement. The term "writings" includes, but is not limited to, handwriting, typewriting, computer files and records, drawings, blueprints, printing, photostatting, photographs, and every other means of recording upon any tangible thing, any form of communication or representation, including letters, words, pictures, sounds, symbols, electronic files or combinations thereof.*

22. **Other Requirements**

a. **Drug-Free Workplace.** Contractor shall be required to certify that it provides a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. This section is applicable to all Contracts and Subcontracts of $100,000 or more.

b. **Reports:**
   i. *Annual Reports.* No later than ten (10) days after the end of each calendar year, CONTRACTOR shall submit the following report on forms approved by the CITY:

Performance Reports. A report on the summary of the Program Services and activities undertaken by CONTRACTOR under this Agreement for the previous year ("Performance Report"). The Performance Report shall, at a minimum, describe the status of the operation of the Program with

respect to each Program Service required to be performed and met during that year, progress toward achieving the Program-Specific Performance Measurements identified in the Program Performance Measurement Plan, costs incurred, funds remaining, a narrative explanation of problems, delays, or adverse conditions which impaired the ability of CONTRACTOR to meet any obligations if any were not met, favorable developments which enabled CONTRACTOR to satisfy obligations and meet objectives sooner or at less cost than anticipated or producing more beneficial results that planned, and any additional pertinent information related to contract performance.

Client Characteristics. A report on the number of clients served through the Program in the previous year and on the characteristics of those clients with respect to gender, race, ethnicity, age, and family income, and any other basis for determining eligibility for participation in the Program.

Program Income. A report on the program income generated for the Quarter, if any. The report shall include a description of the expenditures of program income and a progress report for the activities funded by the program income if CONTRACTOR is permitted to retain program income.

Other Reports. In addition to the reports referenced in this section, CONTRACTOR shall, at such times and in such forms as required by HCD, prepare and submit to the grantee, such other reports concerning the performance of the Program Services, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement and compliance with CDBG Requirements, as grantee may reasonably require from time to time.

d. **Energy Efficiency**: The Contractor shall comply with mandatory standards and policies relating to energy efficiency in compliance with the Florida Building Code and the Energy Policy and Conservation Act (Public Law 94-163).The Contractor is encouraged to implement green infrastructure policies to the extent practicable and is encouraged, where appropriate, to utilize construction methods that emphasize high quality, durability, energy efficiency, a healthy indoor environment, sustainability, and water or mold resistance, including how it will support adoption and enforcement of modern building codes and reduction of hazard risk, including possible sea level rise, storm surge, and flooding. All rehabilitation, reconstruction, and new construction should be designed to incorporate principles of sustainability, including water and energy efficiency, Resilience, and mitigating the impact of future disasters. Whenever feasible, Contractor should follow best practices such as those provided by the U.S. Department of Energy Home Energy Professionals: Professional Certifications and Standard Work Specifications.

e. **Architectural Barriers Act and the Americans with Disabilities Act**: The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal

and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that ensure accessibility to, and use by, people with physical disabilities. A building or facility designed, constructed, or altered with funds allocated or reallocated under this subpart after November 21, 1996 and that meets the definition of residential structure as defined in 24 CFR 40.2, or the definition of building as defined in 41 CFR 101-19.602(a), is subject to the requirements of the Architectural Barriers Act of 1968 and shall comply with the Uniform Federal Accessibility Standards. For general type buildings, these standards are in appendix A to 41 CFR part 101-19.6. For residential structures, these standards are available from the Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Disability Rights Division, Room 5240, 451 Seventh Street, SW, Washington, DC 20410.

f. **Section 504:** The Contractor will comply with Section 504: Rehabilitation Act of 1974, Executive Order 11063 and all other Federal Rules and Regulations. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of their disability, be denied the benefits, or be subjected to discrimination including discrimination in employment, any program or activity that receives CDBG assistance.

g. **45 CFR 75.331 Procurement of recovered materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

h. **Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.), 24 CFR Part 42 and 24 CFR §570.606:** This Contract is subject to the requirements of Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC 4601 et seq.) and HUD implementing regulations at 24 CFR Part 42 and 24 CFR §570.606. The acquisition of real property for an assisted activity is subject to 49 CFR part 24, subpart B. CONTRACTOR shall not undertake any of the work contemplated under this Contract if relocation is involved without first obtaining written approval from Agency. CONTRACTOR shall inform affected persons of the relocation assistance policies and procedures set forth in the regulations at 24 CFR Part 42 and 24 CFR §570.606.

EXHIBIT "G"
CDBG Funding Requirements

EXHIBIT "G"
CDBG Funding Requirements

- This form is required only for purchases of more than $100,000 -
CERTIFICATION REGARDING LOBBYING
(Appendix A to 31 CFR Part 21 – New Restrictions on Lobbying)

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

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

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

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

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

The CONTRACTOR, SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC, d/b/a NATIONAL GENERAL CONSTRUCTION, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the CONTRACTOR, SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC, d/b/a NATIONAL GENERAL CONSTRUCTION, understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____ Date: _____

Signature of CONTRACTOR
Authorized official

_____

(Print name of person signing above)

_____

(Print title of person signing above)

EXHIBIT "G"
CDBG Funding Requirements

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

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

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

The undersigned certifies that for the CITY OF FORT PIERCE CDBG COACH FENN PARK IMPROVEMENTS that the iron, steel, manufactured products, and construction materials used in this contract are in full compliance with the BABAA requirements including:

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

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

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

SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC, d/b/a NATIONAL GENERAL CONSTRUCTION certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the SOCAL SHAKER PLATES & CONSTRUCTION SITE SERVICES, LLC, d/b/a NATIONAL GENERAL CONSTRUCTION understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor Authorized Official

_____
Name and Title of Contractor Authorized Official

_____
Date

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

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

FROM: FELICIA HOLLOMAN, ASSISTANT CITY ATTORNEY FH

THROUGH: SARA HEDGES, CITY ATTORNEY *SH*

RE: RESUBMITED: UNIT PRICE CONSTRUCTION CONTRACT FOR CDBG COACH FENN PARK IMPROVEMENTS (MEMO 2)

CAO RLS FILE: 26-149

DATE: MAY 19, 2026

On May 1, 2026, the above Request for Legal Services (RLS) related to the construction contract with Socal Shaker Places & Construction Site Services, LLC for the CDBG Coach Fenn Park improvements was reviewed. This was a resubmittal, originally reviewed by this office under RLS 26-84. A redlined and clean copy of the agreement were attached with minor formatting and grammatical changes. The clean copy was approved as to form and correctness.

On May 19, 2026, you informed me that Exhibit G included additions from the Grants Department that were not previously reviewed. A clean copy of Exhibit G is attached, which 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. J.**

Meeting Date: 06/01/2026

Re: Informed Consent for Concurrent Representation

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval of Informed consent and waiver of potential conflict of interest for the representation of the City by C. Valentin Law.

SUMMARY:

The City Attorney's Office will be retaining C. Valentin Law to provide Assistant City Attorney services on a contract basis to the City. C. Valentin Law represents the St. Lucie County Clerk of the Circuit Court in tax deed matters. C. Valentin Law will not provide representation to the City in any tax deed matters. In an abundance of caution, a waiver or potential conflict is sought for the dual representation. This item approves C. Valentin Law's representation, provides informed consent for the representation, and knowingly waives any potential conflict of interest based on the dual representation pursuant to Rule 4-1.7 of the Rules Regulating The Florida Bar.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Caroline Valentin, C. Valentin Law

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Request for Informed Consent

C.VALENTINLAW

Caroline A. Valentin, Esq.
caroline@cvalentinlaw.com
772.200.4972

May 22, 2026

Via Email – shedges@cityoffortpierce.com

Sara Hedges
City Attorney
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Re: Request for Informed Consent Pursuant to Rule 4-1.7, Rules Regulating The Florida Bar

Dear Ms. Hedges:

I write regarding my proposed engagement through my firm, C. Valentin Law PLLC ("Firm"), to provide general municipal legal services to the City of Fort Pierce.

As disclosed herein, the Firm currently represents the Clerk of the Court in connection with the review and processing of tax deed surplus claims arising from tax deed sales pursuant to Florida law. In that role, the Firm assists the Clerk with legal review and recommendations concerning competing claims to surplus funds following tax deed sales.

The City of Fort Pierce may from time to time assert claims against tax deed surplus funds arising from municipal code enforcement liens or related municipal liens.

Accordingly, the Firm's proposed engagement with the City expressly excludes any representation or legal services relating to tax deeds, tax deed surplus claims, any ancillary or related tax deed matters. The Firm will not advise or represent the City in any matter involving tax deed surplus claims or any proceeding in which the Clerk of Court is involved in connection with tax deed surplus distributions.

The Firm believes that, with this limitation and exclusion in place:

1. The Firm will be able to provide competent and diligent representation to both clients;
2. The representation of the City will not be directly adverse to the Firm's representation of the Clerk of Court;
3. The excluded scope of representation adequately addresses and mitigates any potential conflict concerns; and
4. The representation is permissible under Rule 4-1.7.

Regardless, the Firm believes it appropriate to disclose the potential for a concurrent conflict of interest and to request the City's informed written consent to the representation.

Should the City consent to the Firm's representation under these circumstances, please execute the acknowledgment below confirming the City's informed consent.

Please do not hesitate to contact me should you wish to discuss this matter further.

Very Truly Yours,

/s/ Caroline A. Valentin

ACKNOWLEDGMENT AND INFORMED CONSENT

The City of Fort Pierce, through the undersigned Mayor, acknowledges the disclosures contained herein and provides informed consent pursuant to Rule 4-1.7 of the Rules Regulating The Florida Bar to the Firm's concurrent representation of the Clerk of Court and the City under the limitations and exclusions described above.

CITY OF FORT PIERCE, FLORIDA

By: _____
Name: Linda Hudson
Title: City of Fort Pierce Mayor
Date: _____

CV

City Commission Regular Meeting - 5:05 PM **12. A.**

Meeting Date: 06/01/2026

Re: Pulte-Cornerstone Final PD

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 26-010 - An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Pulte Cornerstone Planned Development Zone in respect of two (2) parcels containing approximately 49.92 acres, more or less, and being located at or near 2721 South Jenkins Road in Fort Pierce, Florida; To approve the Pulte Cornerstone Final Site Plan; Approving the first amendment to the Planned Development Zoning Agreement; Providing for a severability clause; providing for repeal of ordinances or parts thereof in conflict; providing for an effective date. Subject Property: Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. SECOND READING

SUMMARY:

Request

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Final Planned Development of the Pulte-Cornerstone Planned Development (PD) Zoning District. The application proposes a two-hundred-and-thirty-nine-unit fee simple single-family residential final 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 buffers for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to I-95.

History

On November 10, 2025, the Planning Board unanimously recommended approval of the Master Planned Development for the Pulte-Cornerstone Planned Development Zone with fourteen (14) conditions.

On February 2, 2026, the City Commission approved the Master Planned Development for the Pulte-Cornerstone Planned Development Zone with fourteen (14) conditions.

On April 13, 2026, the Planning Board recommended approval of the proposed Final Planned Development with eight (8) conditions. Planning Staff and the Planning Board have requested a better Identity Feature/Art Feature/Monument Sign design. The Public Benefits Statement says the following: “This art installation will be visible to the travelling public on I-95 and is

intended to create a beautiful and unique sense of arrival in the City of Fort Pierce." The additional condition requires that the final identity feature design is approved by the Planning Board and the City Commission prior to the final certificate of occupancy for Phase 1 of the Final Planned Development Site Plan.

RECOMMENDATION:

The proposed application meets the standards of the City's Code Section 125-212, and 125-314. Therefore, Staff recommends that the City Commission recommend APPROVE the Final Planned Development Amendment to the Pulte Cornerstone Planned Development Zone, subject to the Eight (8) Conditions as noted.

Recommended Conditions of Approval

1. 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.

2. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

3. 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.

4. 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.

5. 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.

6. Prior to plat approval, 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.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

From Figure 18-3 Building Noise Reduction Factors:

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

7. 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 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.

8. The applicant shall receive final Identity Feature/Monument Sign design approval by the Planning Board and City Commission prior to final certificate of occupancy of phase 1.

ALTERNATIVES:

APPROVE – with Amended/Additional Conditions
OR
DISAPPROVE/DENY

RESPONSIBLE STAFF:

Vennis Gilmore, Senior Planner/Historic Preservation Officer

COORDINATED WITH:

Kevin Freeman, Planning Director
Chris Suneson, Assistant Planning Director
Technical Review Committee

Fiscal Impact

OTHER INFORMATION:

Potential ad valorem tax increase for the City of Fort Pierce.

Attachments

Applicant Presentation
Staff Presentation
Staff Report
Ordinance 26-010
First Amendment to Development Agreement
Project Narrative
Site Plan for Electronic Signature
Landscape Plan
Property Section Distance Rendering

Phasing Plan
Statement of Benefits
Design Review Narrative
TRC Response Letter
Identity Feature Renderings
Design Review Standard Renderings & Floor Plans
Design Review Standard Renderings & Floor Plans
Color Board
Amenity Center Rendering
Amenity Center Floor Plan
Lighting Plan
Warranty Deed
Cross-Access Easement Agreement
Water & Wastewater Utilities
Stormwater Maintenance
Survey
Stormwater Report
Environmental Assessment
Traffic Impact Analysis
St. Lucie County Traffic Approval
Staff Report Supporting Documents
Public Notice Certification
Proof of Publication
Applicant Exhibit

Cornerstone

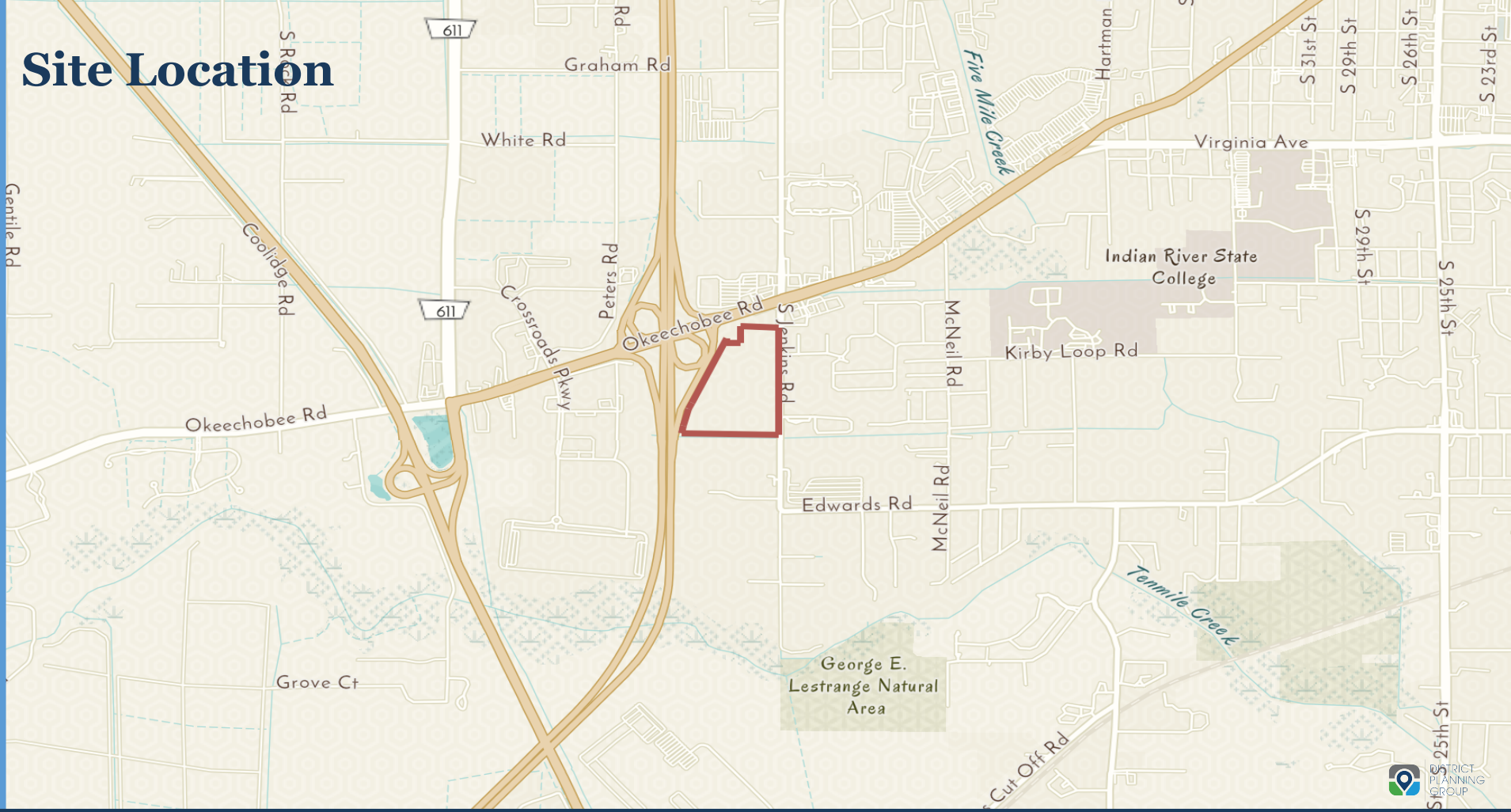
Final Planned Development

City of Fort Pierce Commission Meeting
May 18, 2026

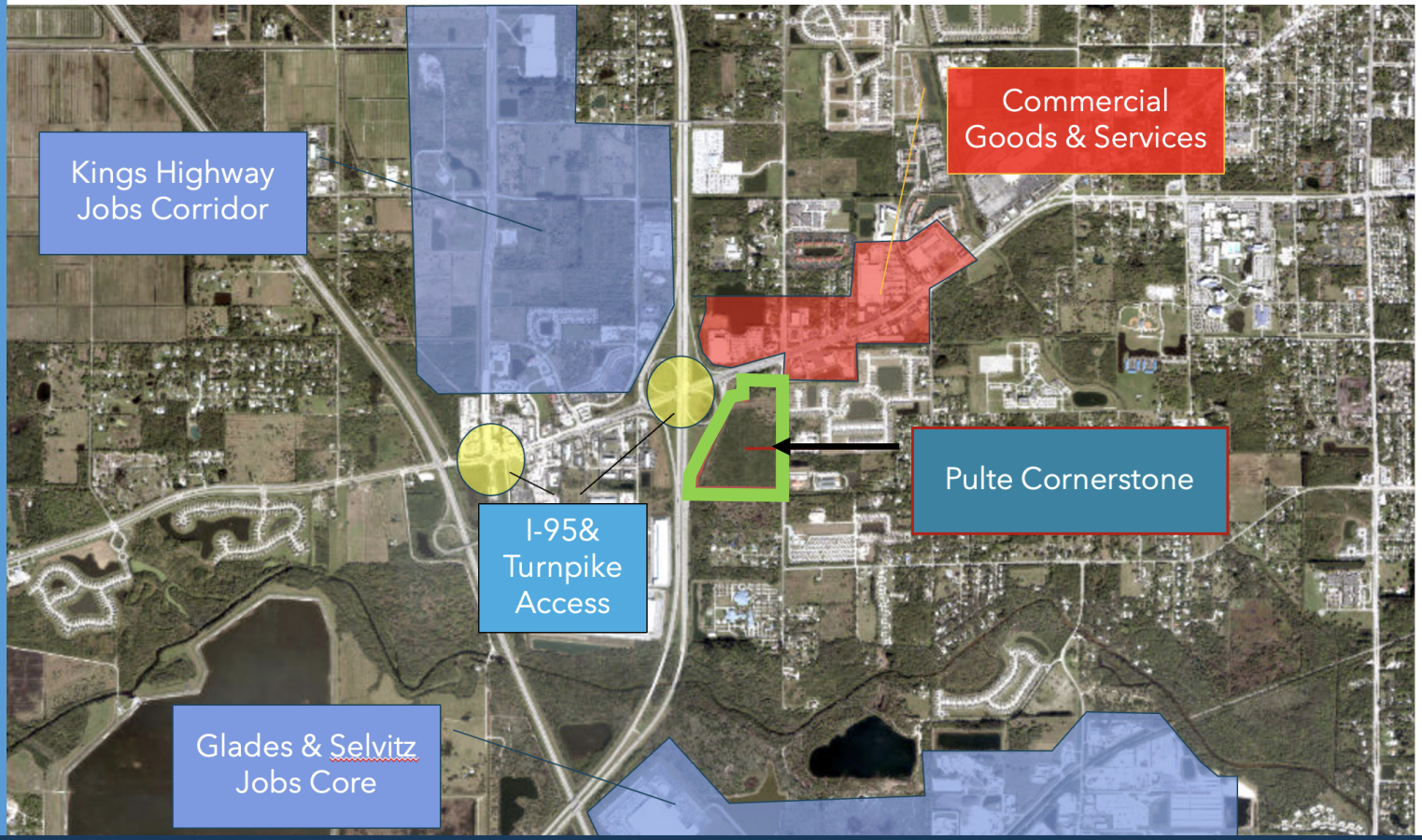
Applicant: Pulte Home Company
Agent: Leslie Olson, AICP · District Planning Group

DISTRICT PLANNING GROUP

Site Location



Site Context



DISTRICT PLANNING GROUP

Project Approvals & Process

1 — FLUMA

GC → Medium Density Residential (RM)

Planning Board: Dec 2024
City Commission: Feb 2, 2026

✓ APPROVED

2 — Master PD/Rezoning

General Commercial (C-3) → PD

Planning Board: November 10, 2025
City Commission: Feb 2, 2026

✓ APPROVED

3 — Final PD

Final Planned Development — Today

Planning Board: April 13, 2026
✓ **Approved Unanimously**
w/ condition re: identity feature

PENDING TODAY

- The Planning Board has recommended approval to the City Commission
- Staff recommends approval
- The City Commission is the final decision-making authority for this Final Planned Development

DISTRICT PLANNING GROUP

About the Final Planned Development

Process

- Standards for this Planned Development were set at the Master Planned Development adoption by the City Commission
- This Final Planned Development applies those standards to build the Final Planned Development Site Plan
- This Planning Board now reviews those standards to determine whether those site-specific standards have been followed.
- The Planning Board's role: evaluate whether the Final PD Site Plan meets the Code and adopted site-specific standards

Lower Density & Traffic Than Permitted

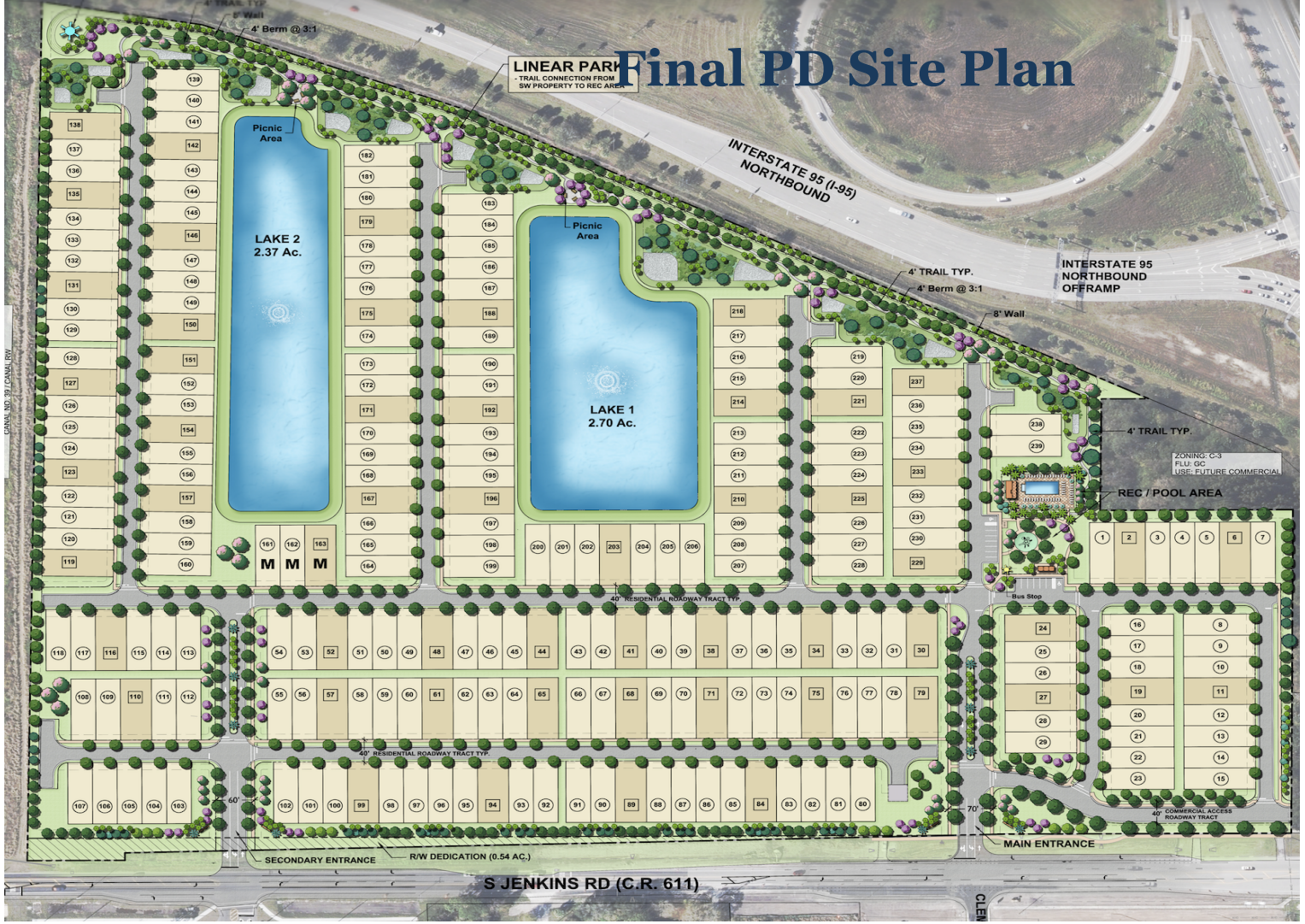
- 4.79 du/acre density as proposed is substantially less than the 12 units per acre allowed under this Residential Medium Future Land Use.
- Generates ***88% less traffic*** than the prior General Commercial Future Land Use designation.

Walkable, Green & Connected

- 3.5-acre linear park with meandering 1/3-mile walking trail
- Habitat-creating rain gardens
- Pool, cabana and playground
- Custom, welcoming identity feature visible from I-95
- Designed to minimize noise impacts
- Tree-lined street network

Cornerstone delivers quality attainable housing at one of Fort Pierce's most strategic locations — adjacent to major employment corridors, I -95, the Turnpike and close to neighborhood goods and services.

Final PD Site Plan



Planned Development Benefits

1 Resilient Living & Working

Adjacent to walkable goods, services, jobs, schools & I-95/Turnpike — reduces vehicle miles travelled

2 Imaginative Community Planning

Custom identity feature at I-95 off-ramp sets the tone for Fort Pierce's first impression from the highway

3 Stormwater Innovation

Bioswales and rain gardens not only help filter the stormwater they create habitat, attract wildlife, and provide an aesthetic to the community.

4 Property Design Excellence

Grid streets eliminate I-95-facing backyards; school bus stop and playground near recreation center

5 Natural Features & Scenic Areas

Lakes, bioswales, rain gardens; street trees every 50' on all interior roads

6 Efficient Land Use

Two lot types provide housing variety at multiple price points; 239 homes near jobs, schools, and services

7 Improved Amenities

A 3.5-acre linear park with walking trails, enhanced by lake vistas, a pool with cabana, and pocket parks with integrated picnic areas.

8 Orderly Development & Economic Benefit

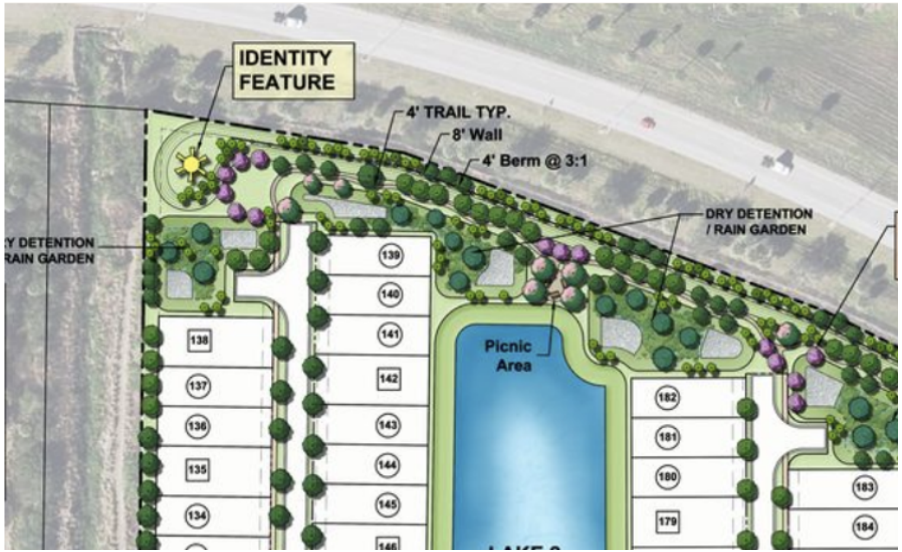
Consistent with Avalon Crossings PD (east) and Viva West (south); builds on the area's residential momentum

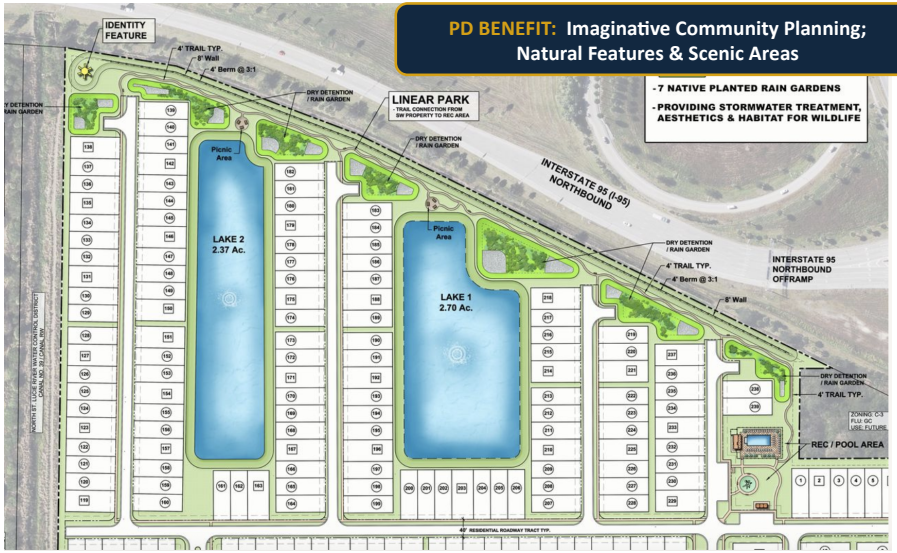
9 Consistent with Adjacent Uses

Commercial access road built for northern neighbor; south entrance aligned with Independence Classical Academy entrance

DISTRICT PLANNING GROUP

Community Amenities & Green Features





Identity Feature

Signature landmark at SW corner visible from I-95 northbound off-ramp — welcomes travelers to Fort Pierce

Native Rain Gardens

7 bioswale/rain garden areas for stormwater treatment, wildlife habitat, and natural aesthetics

1/3-Mile Trail

Meandering walking trail connecting pool, pocket park, rain gardens, and lake vistas

Pool, Cabana & Park

Pool/cabana, playground, and recreation center

Community Hub

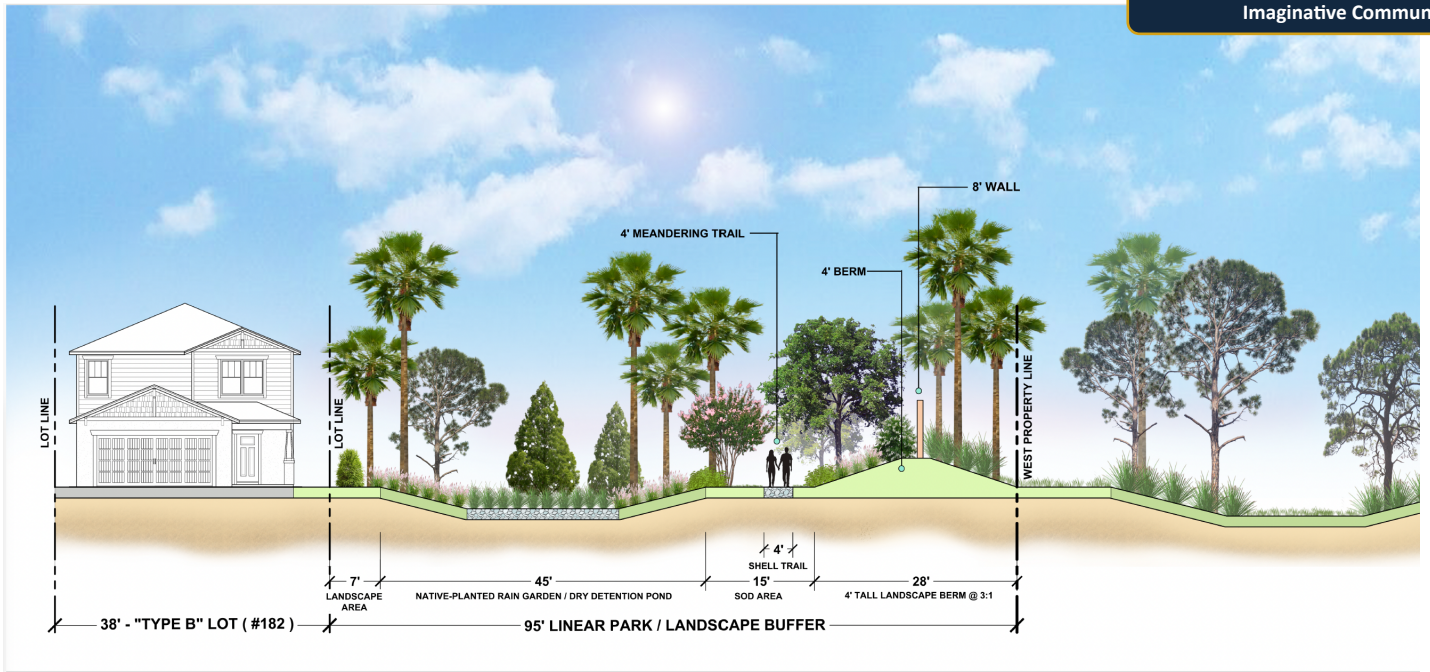


PD BENEFIT: Imaginative Community Planning

DISTRICT PLANNING GROUP

Linear Park: West Property Section

PD BENEFIT: Natural Features & Scenic Areas; Imaginative Community Planning



95'+ Linear Park / Landscape Buffer

8' Masonry Wall on 4' berm

3.5 Acres — Linear & Pocket Park

I-95 Buffer to Nearest Lot

186’+ Total Setback from I-95 Edge

Rain Garden Example



PD BENEFIT: Stormwater Innovation

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Identity Feature

PD BENEFIT: Imaginative Community Planning; Property Design Excellence



- Creates a Signature Gateway Moment
- Announces Arrival in the City of Fort Pierce
- High-Quality, Durable Design Expression
- Strategic Placement for Maximum Visibility
- Landscape Enhancements Strengthen the Experience

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PD Development Standards — Meets or Exceeds All MPD Standards

Standard	Lot A — Adopted	Lot A — Final Plan	Lot B — Adopted	Lot B — Final Plan
Lot Area	4,400 sf min.	5,280 sf ✓	3,300 sf min.	4,180 sf ✓
Lot Depth	110'	110' ✓	110'	110' ✓
Lot Width	40' min.	48' ✓	30' min.	38' ✓
Lot Coverage	60% max.	60% max. ✓	55% max.	55% max. ✓
Front Setback	20'	20' min. ✓	20'	20' min. ✓
Side Setback	3'	3' min. ✓	3'	3' min. ✓
Rear Setback	10'	10' min. ✓	10'	10' min. ✓
Building Separation	6'	6' min. ✓	6'	6' min. ✓

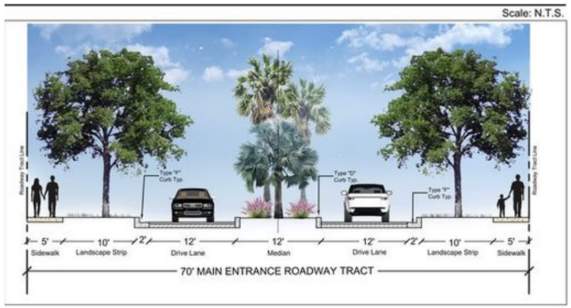
Site Standards	Adopted Standard	Final Plan
Entry Boulevard ROW	70'	70' ✓
Interior Streets ROW	40'	40' ✓
Sidewalks — Entry	Both sides of street	Both sides ✓
Sidewalks — Interior	One side of street	One side ✓

Access & Transportation

PD BENEFIT: Resilient Living & Working

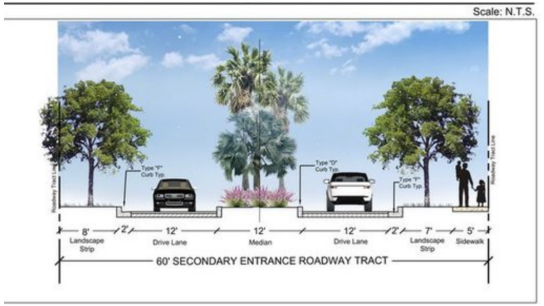
North (Main) Entrance — 70' Roadway Tract





South (Secondary) Entrance — 60' Roadway Tract





- Traffic reduction of 88% from previous Future Land Use allowance
- Main Entrance Boulevard is tree-lined and provides Commercial parcel access
- School bus stop at amenity center— adjacent to school bus parking, playground and mail kiosk
- South Entrance Boulevard aligns with Independence Classical Academy (K-12) — traffic signal planned
- Interior grid streets with tree-lined 40' ROW; 10' drive lanes for natural traffic calming

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Commercial Parcel Access Easement

PD BENEFIT: Consistency with adjacent parcels



✓ Agreement relocating access easement has been signed by Both Parties

✓ Commercial parcel owner provided letter of support

Comprehensive Plan Consistency

Section 125-212(c)(1): No planned development may be approved unless consistent with the goals, objectives, and policies of the Comprehensive Plan.

- ✓ **Future Land Use Consistency** Density of 4.79 du/acre is well below the 12 du/ac (max) ; single-family use is a permitted use
- ✓ **Transportation & Mobility** 88% traffic reduction vs. prior commercial entitlement; school bus stop at amenity center
- ✓ **Open Space & Recreation** 3.5-acre linear park with 1/3-mile walking trail, pool/cabana, playground, pocket park, and identity feature; exceeds minimum 20% open space requirement
- ✓ **Stormwater & Environmental** Native rain gardens and bioswales provide on-site stormwater treatment while creating wildlife habitat; phased stormwater management system under SFWMD ERP
- ✓ **Noise Attenuation** Sound study and noise reduction measures required per Condition of Development, consistent with FDOT NAC and HUD interior noise goals (45 dB(A))
- ✓ **Compatibility & Orderly Development** Consistent with adjacent Avalon Crossings PD and Viva West residential; commercial access easement preserves adjacent property rights

The Cornerstone Final PD is consistent with all applicable Comprehensive Plan goals, objectives, and policies.

DISTRICT PLANNING GROUP

Technical Review & Staff Recommendation

All affected City departments have reviewed the Final PD application through the Technical Review Committee (TRC) process.

- ✓ **Planning Department** Reviewed and cleared with conditions — staff recommends approval of the Final Planned Development
- ✓ **Engineering Department** Reviewed and cleared with conditions
- ✓ **Fire Department** Reviewed and approved
- ✓ **Stormwater Engineering** Reviewed and cleared with conditions — phased stormwater management system permitted under SFWMD ERP
- ✓ **St. Lucie County School District** Notified of bus stop relocation to amenity center; School District approves revised location
- ✓ **Code Compliance** Meets or exceeds all adopted MPD development standards
- ✓ **Consistent with Master Plan Conditions** Meets all Conditions of Approval adopted with Master Planned Development for Final Plan

TRC recommends approval. Staff recommends APPROVAL with conditions of the Cornerstone Final Planned Development.

DISTRICT PLANNING GROUP

Summary & Staff Recommendation

- Future Land Use Map Amendment recommended for **approval** by Planning Board – December 9, 2024
- Master Planned Development recommended for **approval** by the Planning Board – November 10, 2025
- Future Land Use Map Amendment **approved unanimously** by City Commission — February 2, 2026
- Rezoning/Master Planned Development (C-3 General Commercial → Planned Development) **approved unanimously** by City Commission — February 2, 2026
- Final Planned Development recommended for **approval unanimously** with an added condition by the Planning Board – April 13, 2026

- Final PD: 239 single-family lots on 49.92 acres at 4.79 du/acre — well below the 599 units permitted under RM
- Meets or exceeds all adopted MPD development standards
- 3.5-acre linear park, 1/3-mile walking trail, native rain gardens, pool/cabana, and welcoming I-95 identity feature
- South entrance aligned with Independence Classical Academy
- Staff recommends APPROVAL of the Cornerstone Final Planned Development

REQUEST: Approve Cornerstone Final Planned Development

DISTRICT PLANNING GROUP

Process for FPD Approval

Sec. 125-212(d)(2)(a) — Planned Development Review Procedures

A PD zoning application may be reviewed sequentially in two stages — a Master PD (MPD) followed by a Final PD (FPD) — or the applicant may move directly to an FPD. The MPD is primarily conceptual; the FPD includes a fully designed site plan, detailed analysis, and calculations.

Sec. 125-212(b) — Definitions

Master PD (MPD) means a preliminary planned development approval document. Approval of a Master PD authorizes the applicant to submit the associated Final PD per the terms and conditions of the MPD, including the development timetable and phasing. A development order for a Master PD does not constitute approval to build or construct improvements, and is not the final approval necessary for construction.

MPD Approval Documents

- Ordinance No. 25-037 — approving MPD rezoning
- Planned Development (PD) Zoning Development Agreement
- These documents address the following:
  - Master Site Plan
  - Conditions of Development
  - PD Development Standards
  - Public Facilities
  - Landscaping & Tree Mitigation

Developer's Obligation for FPD Approval

Submit an application that is consistent with the requirements of the MPD approval and that meets the requirements for the FPD approval.

City Standard of Review

Confirm that the FPD elements are consistent with the MPD approval and that all FPD approval requirements have been met.

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Thank you

Questions?

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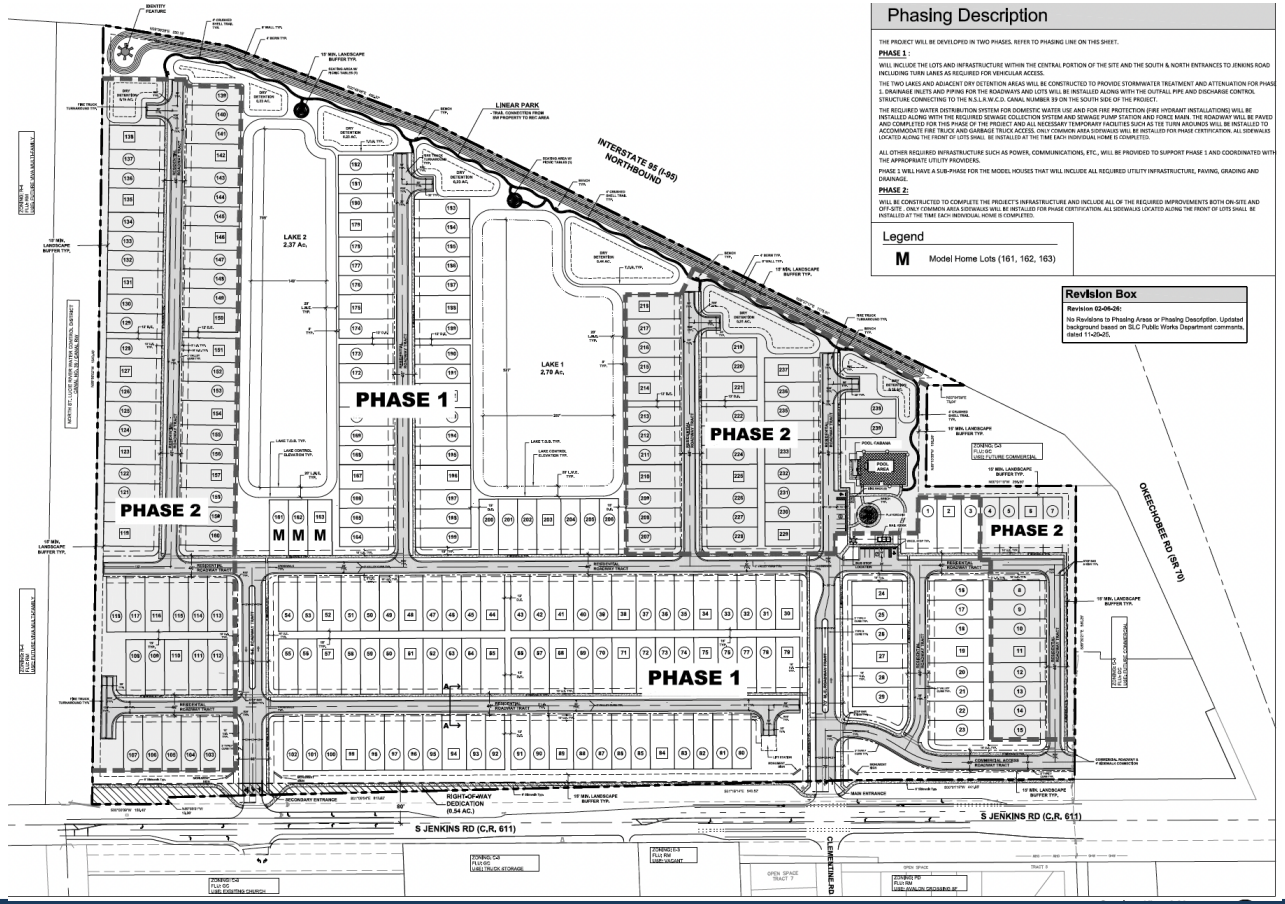
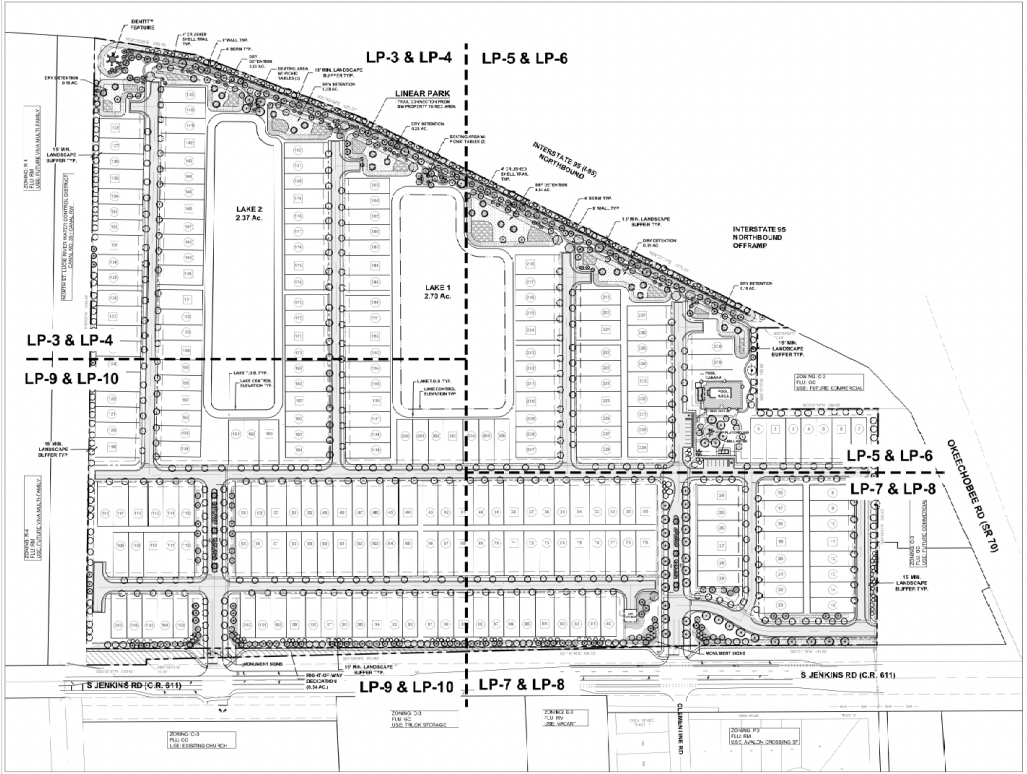
Adopted Phasing Plan



Final Landscape Plan



Landscape Data

Planned Development Landscape Requirements:

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:

A 15 minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

East Perimeter Buffer adjacent to S Jenkins Road: 1,827 LF

Trees Required: (1,827 LF / 30) + (1,767 LF / 30) — 96 Trees
Trees Provided: — 96 Trees (86 Trees + 10 Palms @ 3:1)

West Perimeter Buffer adjacent to Interstate 95 (I-95): 1,770 LF

Trees Required: (1,770 LF / 30) — 56 Trees
Trees Provided: — 56 Trees (24 Trees + 10 Palms @ 3:1)

Perimeter Landscape Strip adjacent to an abutting Property:

A 7 minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 30' on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

North & West Perimeter Buffer: 1,377 LF

Trees Required: (1,077 LF / 30) — 36 Trees
Trees Provided: — 36 Trees (26 Trees + 2 Existing Trees + 10 Palms @ 3:1)

South Perimeter Buffer: 1,503 LF

Trees Required: (1,503 LF / 30) — 50 Trees
Trees Provided: — 50 Trees (40 Trees + 3 Palms @ 3:1)

Street Trees along Internal Roadways:

Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together or even 5' rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Internal Roadway Linear Footage: 14,221 LF

Trees Required: (5,436 LF / 50) — 310 Trees
Trees Provided: — 310 Trees (304 Trees + 10 Palms @ 3:1)

Tree Mitigation Data

Protected Palms :

Required Replacement Palm Trees — 60 Palm Trees
Provided On-site Replacement Palm Trees — 60 Palm Trees

Protected Trees

Total Required Replacement Inches — 1,862 inches
Provided On-site Replacement Inches — 1,886.5 inches
Additional Trees for Mitigation — 824.5 inches
Additional Understory Native Plantings :
9,977 - 1 Gallon Native Plants (1 per 24 plants) — 415 inches
7,798 - 3 Gallon Native Plants (1 per 12 plants) — 649 inches
Total Inches Provided — 1,886.5 inches

Notes:
- See "Tree Mitigation" Category within Tree Schedule on Sheet LP-11 for total provided mitigation inches per tree
- Addition of trees provided for Mitigation are shown on plan with gray solid hatch
- For Addition of Native Understory Plantings and quantities shown above see "Additional Shrubs & 3G" category within Shrub Schedule on sheet LP-11.

PD BENEFIT: Natural Features & Scenic Areas

HJA DESIGN STUDIO
3560 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.878.7200
www.hjadesignstudio.com
LA 0002905

Pulte Cornerstone | City of Fort Pierce Landscape Plan | Florida

- 1,033 total trees provided
- 20,124 Total Understory Plantings Provided

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CITY OF FORT PIERCE

AMENDING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE (FINAL DEVELOPMENT PLAN)

May 18th, 2026

Pulte-Cornerstone – FINAL Planned Development
2721 South Jenkins Road
(2324-413-0000-000-9 & 2324-431-0001-000-2)

APPLICANT

Leslie Olson, District Planning Group

OWNER

Cassie McCrain, Cornerstone Fort Pierce Development, LLC

PARCEL ID #(S):

2324-413-0000-000-9 & 2324-431-0001-000-2

SUMMARY

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Final Planned Development of the Pulte-Cornerstone Planned Development (PD) Zoning District.

The application proposes a two-hundred-and-thirty-nine-unit (239) fee simple single-family residential final 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 buffers for the new neighborhood from I-95.

The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas.

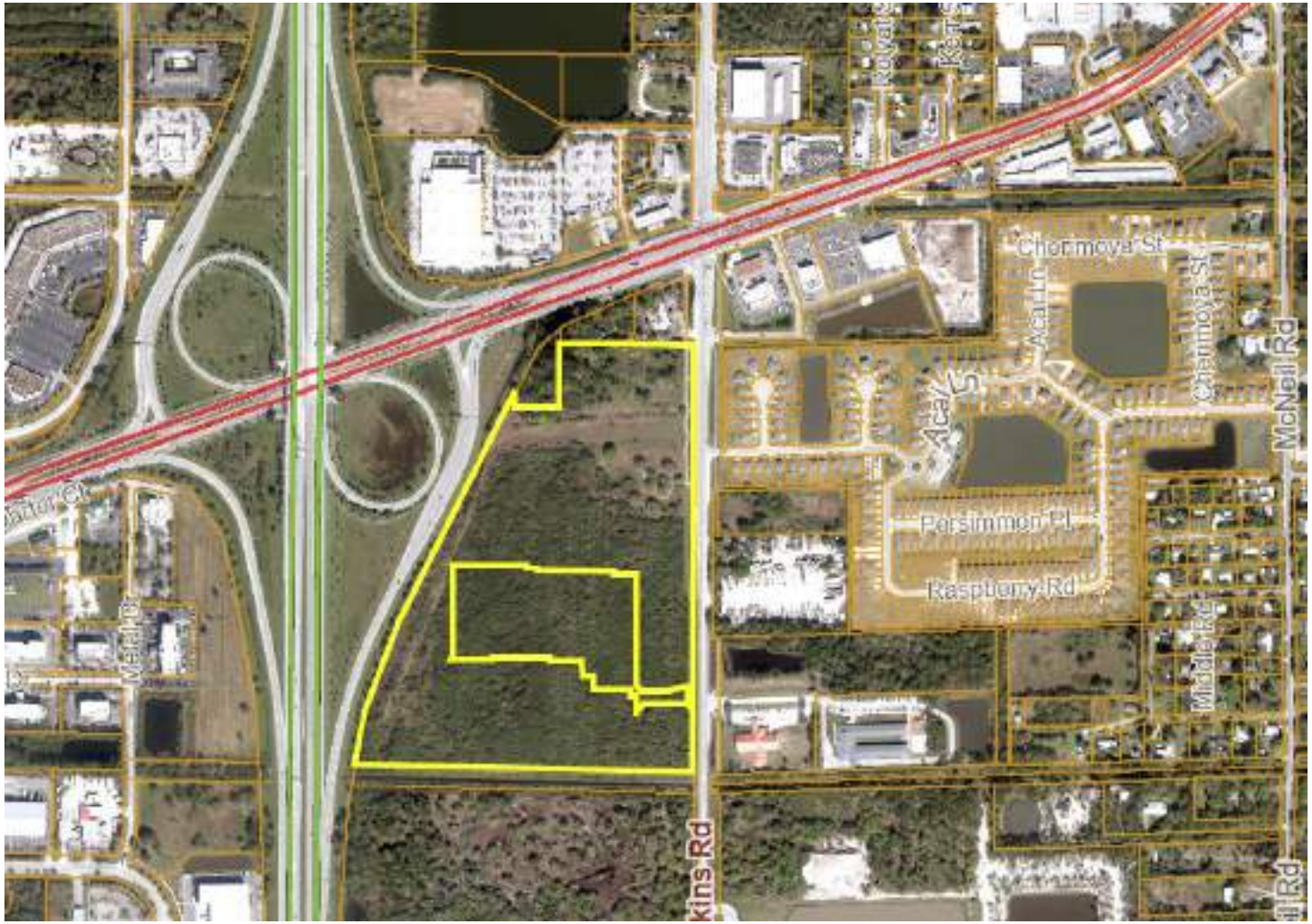
HISTORY

- **On November 10, 2025, the Planning Board unanimously recommended approval of the Master Planned Development for the Pulte-Cornerstone Planned Development Zone with fourteen (14) conditions.**

- **On February 2, 2026, the City Commission approved the Master Planned Development for the Pulte-Cornerstone Planned Development Zone with fourteen (14) conditions.**

- **On April 13, 2026, the Planning Board recommended approval of the proposed Final Planned Development with eight (8) conditions. Planning Staff and the Planning Board have requested a better Identity Feature/Art Feature/Monument Sign design. The Public Benefits Statement says the following: "This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce." The additional condition requires that the final identity feature design is approved by the Planning Board and the City Commission prior to the final certificate of occupancy for Phase 1 of the Final Planned Development Site Plan.**

SITE LOCATION – CITY LIMITS

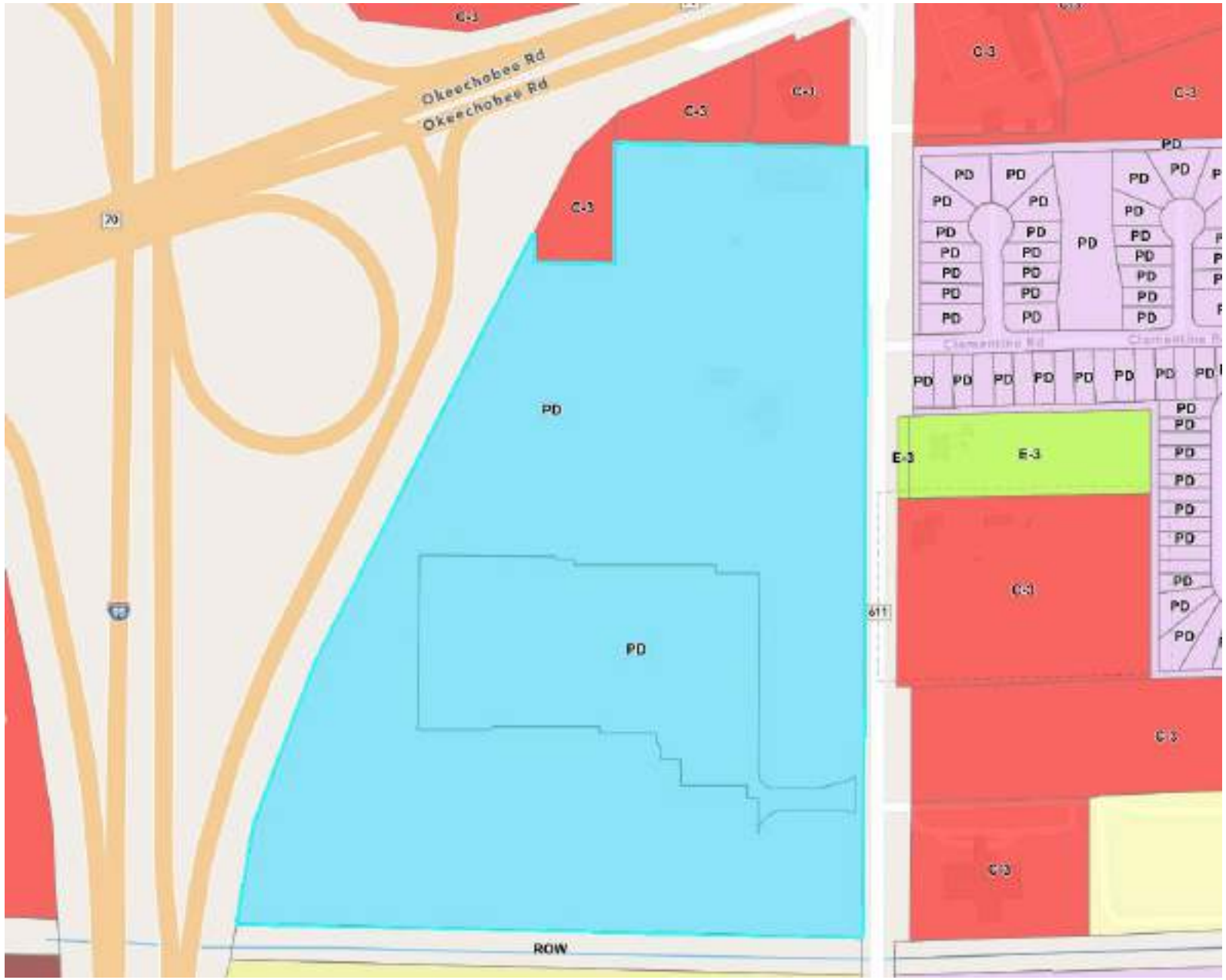


SITE AREA= 49.92 +/- Acres

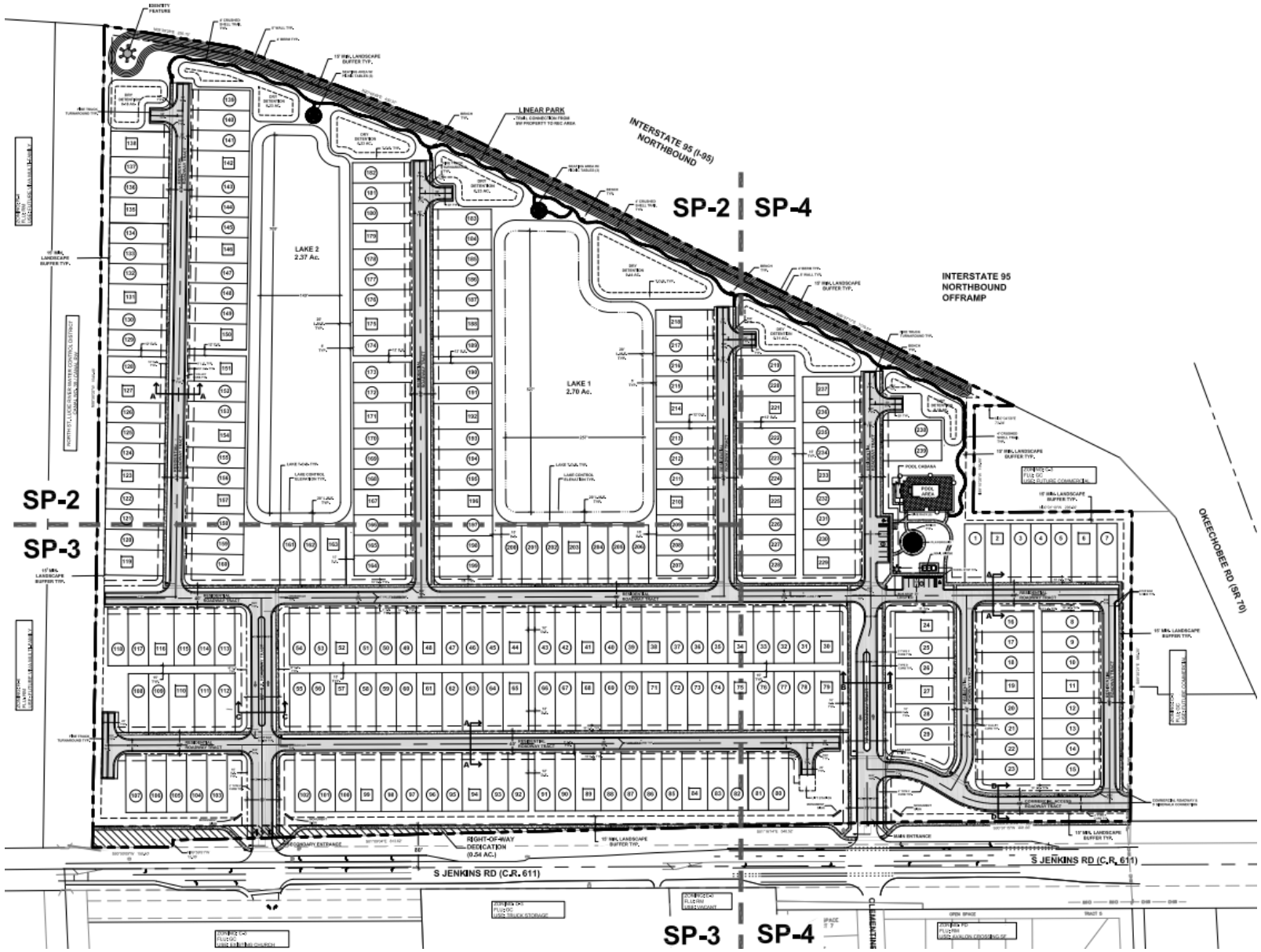
FLU



ZONING



FINAL SITE PLAN



FINAL SITE PLAN (ILLUSTRATIVE SITE PLAN)



SITE DATA

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication Area	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	239 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		239 Units
Proposed Gross Site Density:		4.79 DU / Ac.

Lot Data & Standards

	Lot Type A	Lot Type B
Total Lots	55 Lots	184 Lots
Lot Area	5,280 sf	4,180 sf
Depth	110'	110'
Width	48'	38'
Lot Coverage	60% Max.	55% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.
Building Height	35' Max.	35' Max.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

SITE DATA

Site Calculations (Based on Remaining Site Area)

Open Space

Open Space Required: (49.38 Ac. X 20%)	430,202 sf	9.87 Ac.	20%
Open Space Provided:	588,933 sf	13.52 Ac.	28%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
30% of Lake Area	66,386 sf	1.52 Ac.	3%

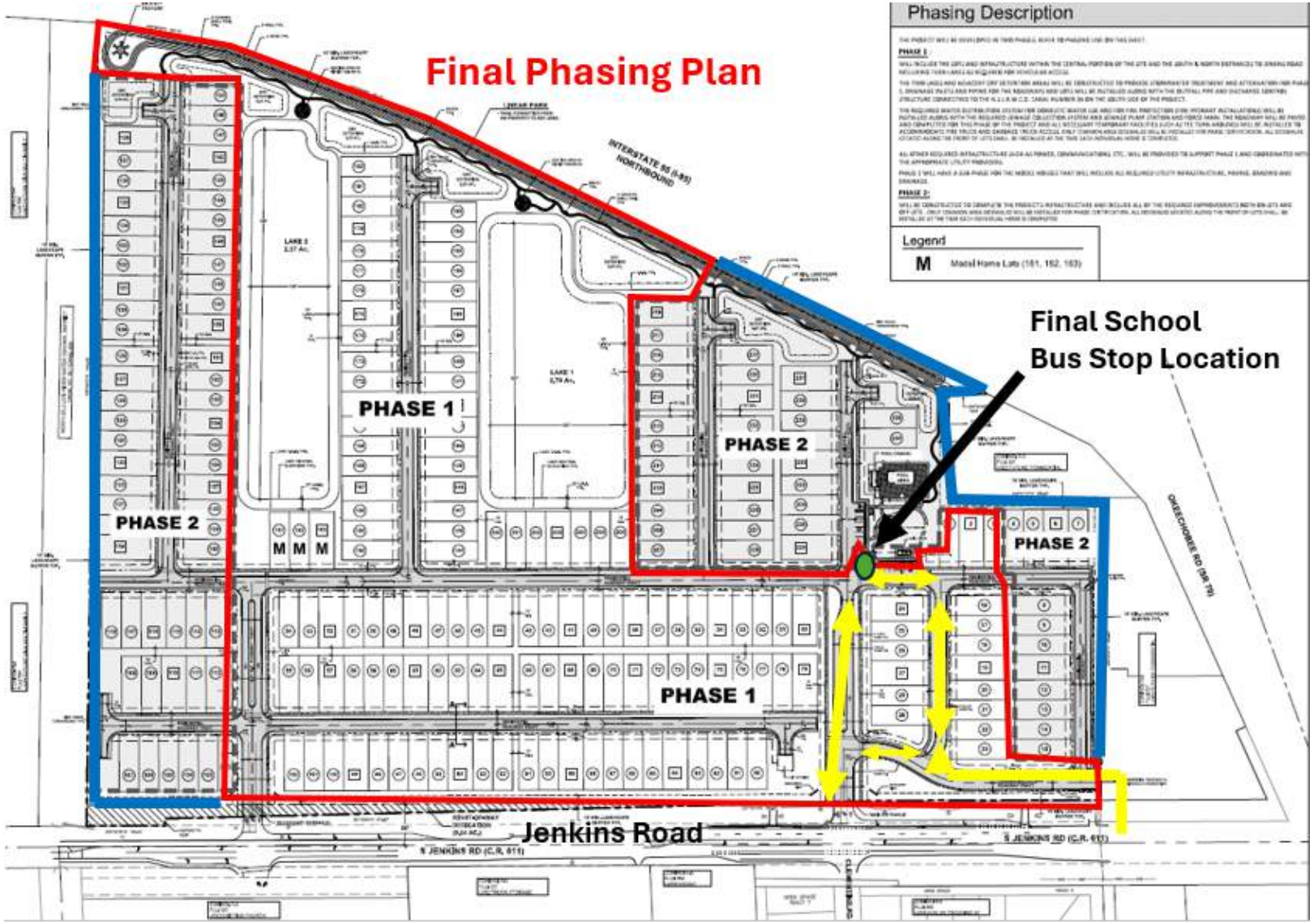
Impervious Area

Lot Area (80%)	847,616 sf	19.46 Ac.	39%
V.U.A. (Includes driveways within R/W)	239,974 sf	5.51 Ac.	11%
Sidewalks / Other Pavement (Includes Pool Area)	48,487 sf	1.11 Ac.	2%
Lake Area (Control Elevation)	220,952 sf	5.07 Ac.	10%
Pool Cabana Building	372 sf	0.01 Ac.	1%
Total:	1,357,401 sf	31.16 Ac.	63%

Pervious Area

Lot Area (20%)	211,904 sf	4.86 Ac.	10%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
Other Landscape Area (Within R/W)	59,057 sf	1.36 Ac.	2%
Total:	793,608 sf	18.22 Ac.	37%

11.10.25 PLANNING BOARD – FINAL PHASING PLAN & BUS ROUTE



PD BENEFITS

- The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas.

- At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. **This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce.**

- The site is designed with a grid network of streets, which have been designed to minimize lots directly adjacent to I-95.

TRAFFIC ANALYSIS

- Weekday Daily
  - 2,336 Total
  - 1,168 Entry
  - 1,168 Exit

- Weekday Peak Hours of Adjacent Street in the AM
  - 171 Total
  - 43 Entry
  - 128 Exit

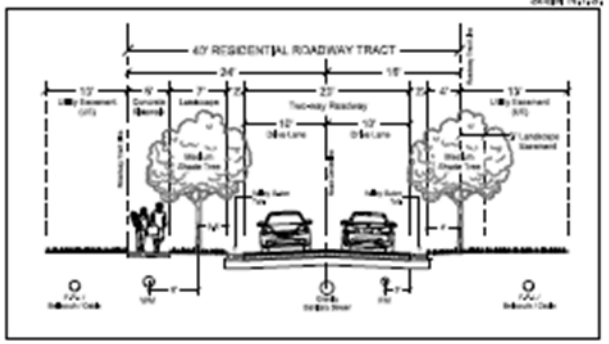
- Weekday Peak Hour of Adjacent Street in the PM
  - 234 Total
  - 147 Entry
  - 87 Exit

The greatest peak hour peak direction anticipated with the project is the 147 PM Entry trips. Based upon the City of Fort Pierce Code of Ordinance Section 105-5.f.2.b the analysis considers the project to be a "minimal scale" impact project.

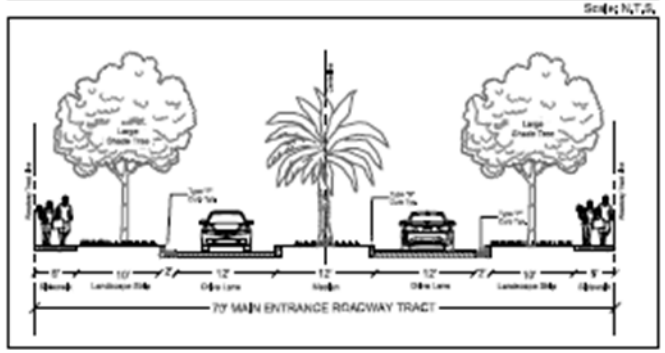
TYPICAL ROADWAY TRACT

The applicant has provided two (2) typical sections of 70 ft. and 60 ft. Right-Of-Ways for the two (2) entrance boulevards with street trees, a typical section of 40 ft. Right-Of-Way for residential streets with street trees, and a typical section of 40 ft. Right-Of-Way for the Commercial Access Roadway Tract in the northeast corner of the property.

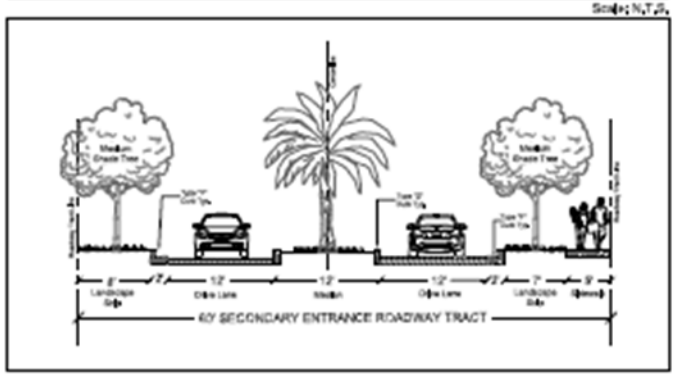
Section A-A: 40' Typical Residential Roadway Tract



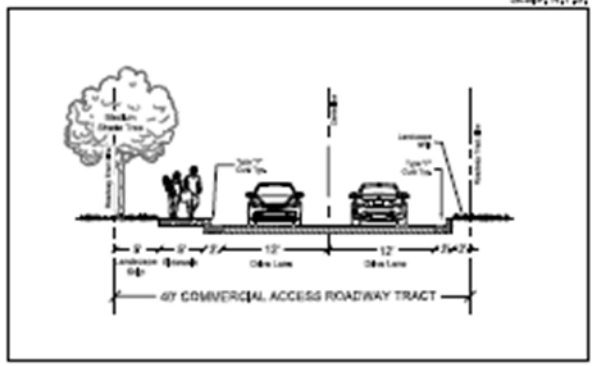
Section B-B: 70' Main Entrance Roadway Tract



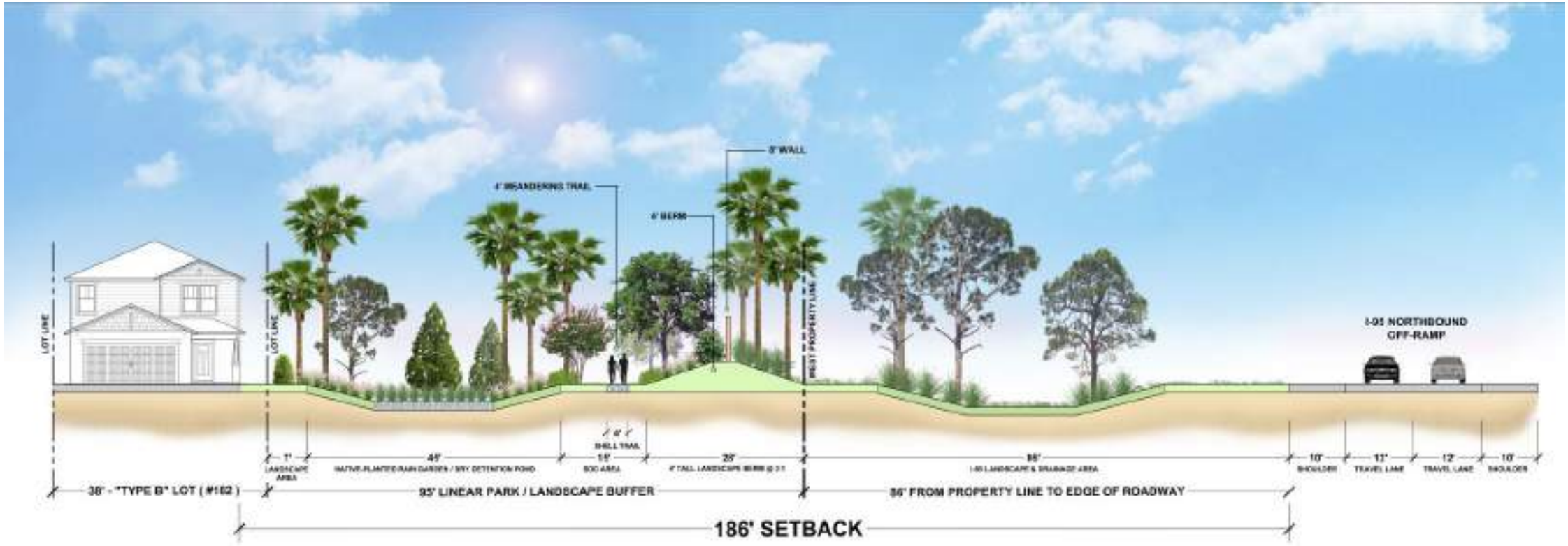
Section C-C: 60' Secondary Entrance Roadway Tract



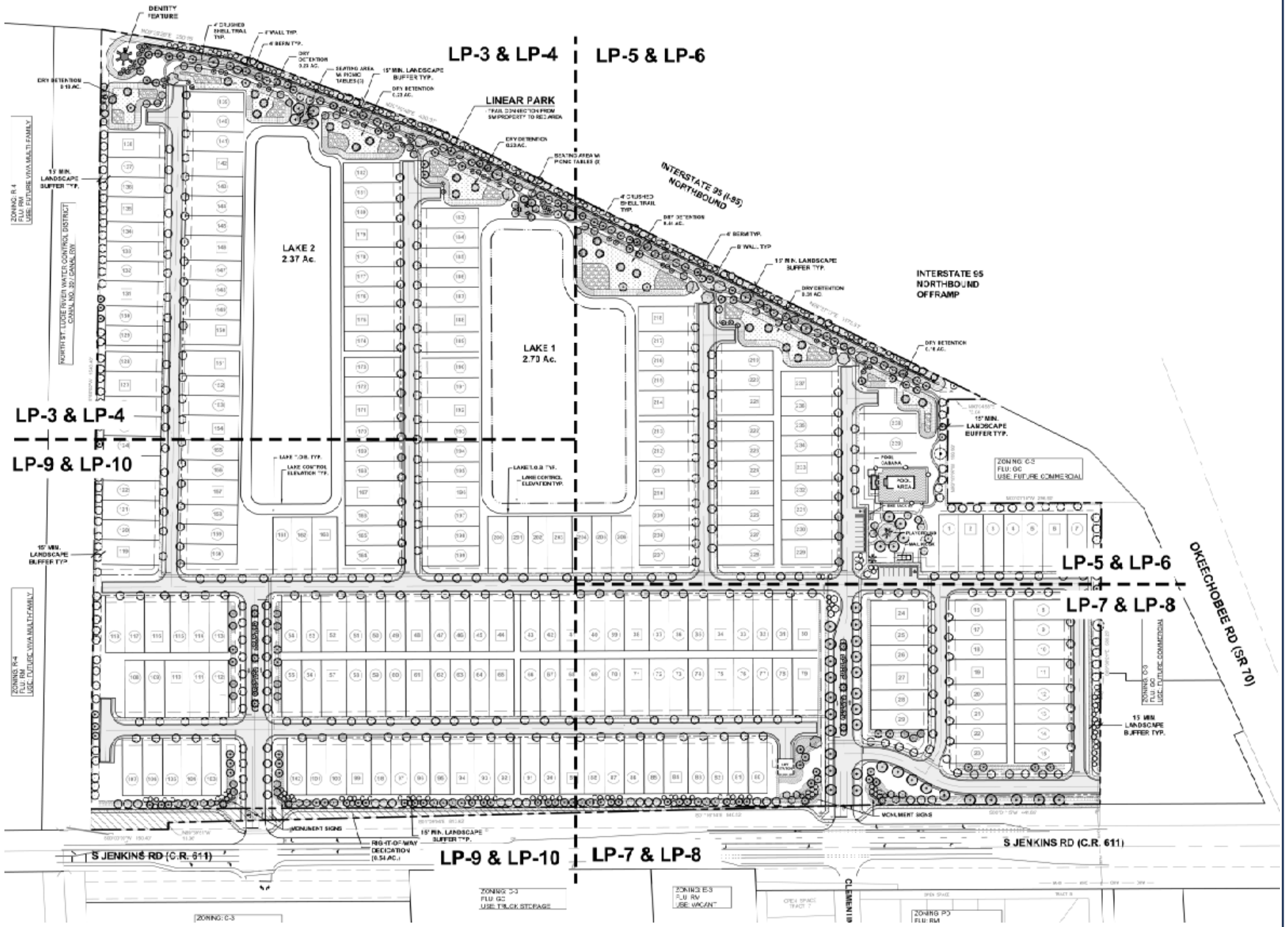
Section D-D: 40' Commercial Access Roadway Tract



SECTION DISTANCE RENDERING



LANDSCAPE PLAN



LANDSCAPE DATA

Landscape Data

Planned Development Landscape Requirements:

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:

A 15 minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

East Perimeter Buffer adjacent to S Jenkins Road: 1,827 LF

Trees Required:	(1,827 LF / 30) (1,767 LF / 30)	59 Trees
Trees Provided:		59 Trees (35 Trees + 72 Palms @ 3:1)

West Perimeter Buffer adjacent to Interstate 95 (I-95): 1,770 LF

Trees Required:	(1,770 LF / 30)	59 Trees
Trees Provided:		59 Trees (24 Trees + 105 Palms @ 3:1)

Perimeter Landscape Strip adjacent to an abutting Property:

A 5' minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

North & West Perimeter Buffer: 1,077 LF

Trees Required:	(1,077 LF / 30)	36 Trees
Trees Provided:		36 Trees (30 Trees + 2 Existing Trees + 12 Palms @ 3:1)

South Perimeter Buffer: 1,508 LF

Trees Required:	(1,508 LF / 30)	50 Trees
Trees Provided:		50 Trees (49 Trees + 3 Palms @ 3:1)

Street Trees along Internal Roadways:

Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Internal Roadway Linear Footage: 14,321 LF

Trees Required:	(15,496 LF / 50)	310 Trees
Trees Provided:		310 Trees (306 Trees + 12 Palms @ 3:1)

TREE MITIGATION

Tree Mitigation Data

Protected Palms :

Required Replacement Palm Trees	80 Palm Trees
Provided On-site Replacement Palm Trees	80 Palm Trees

Protected Trees :

Total Required Replacement Inches		1,862 Inches
Provided On-site Replacement Inches		1,888.5 Inches
Additional Trees for Mitigation	824.5 inches	
Additional Understory Native Plantings :		
9,977 - 1 Gallon Native Plants (1" per 24 plants)	415 inches	
7,798 - 3 Gallon Native Plants (1" per 12 plants)	649 inches	
Total inches Provided	1,888.5 inches	

Notes:

- See "Tree Mitigation" Category within Tree Schedule on Sheet LP-11 for total provided mitigation inches per tree
- Additional trees provided for Mitigation are shown on plan with gray solid hatch
- For Additional Native Understory Plantings and quantities shown above, see "Additional Shrubs & GC" category within Shrub Schedule on sheet LP-11.

TREE MITIGATION CALCULATION

**	TREE MITIGATION					
	AR	5	Acer rubrum 'Florida Flame' / Florida Flame Red Maple	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	12.5 inches
	BA2	24	Bulnesia arborea / Verawood	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	No	60 inches
	CD2	14	Coccoloba diversifolia / Pigeon Plum	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	35 inches
	CE1	58	Conocarpus erectus / Green Buttonwood	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	145 inches
	DR	9	Delonix regia / Royal Poinciana	4" Cal., 15'-16' Ht. x 8' Spr. Std., 5' ct.	No	36 inches
	LM	40	Lagerstroemia indica ' Muskogee ' / Crape Myrtle	2.5" Cal., 12' Ht x 5' Spr. Min., Multi-trunk, 5' ct.	No	100 inches
	MG	15	Magnolia grandiflora 'D.D. Blanchard' TM / Southern Magnolia	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	37.5 inches
	PD2	65	Pinus elliotti 'Densa' / Slash Pine	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	162.5 inches
	QV1	44	Quercus virginiana / Live Oak	4" Cal., 15-18' Ht x 6-8' Spr., 5 -6' Ct.	Yes	176 inches
	SS1	80	Sabal palmetto / Cabbage Palm	25% @ 12' ct, 15' ct., 19' ct., 21' ct., slick trunks	Yes	
	TD3	24	Taxocium distichum / Bald Cypress	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	60 inches

** Additional Trees Provided for Mitigation

Total: 824.5 inches

TREE SCHEDULE

TREE SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE
CODE TREES					
	BS2	10	Bismarckia nobilis 'Silver' / Silver Bismark Palm	6' ct., Hvy Trunk, Full Head, Root Pruned	No
	BB	125	Bucida buceras 'Shady Lady' / Shady Lady Black Olive	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	No
	CB	83	Calophyllum brasiliense / Brazilian Beautyleaf	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	No
	CD	37	Coccoloba diversifolia / Pigeon Plum	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes
	CE	146	Conocarpus erectus / Green Buttonwood	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes
	CS1	10	Conocarpus erectus 'Sericeus' / Silver Buttonwood	2.5" Cal., 12' Ht x 5' Spr. Min., Multi-trunk, 5' ct.	Yes
	LM2	15	Lagerstroemia indica ` Muskogee ` / Crape Myrtle	2.5" Cal., 12' Ht x 5' Spr. Min., Multi-trunk, 5' ct.	No
	PD	28	Pinus elliotti 'Densa' / Slash Pine	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes
	SS	201	Sabal palmetto / Cabbage Palm	30% @ 10' ct., 30% @ 14' ct., 40% @ 18' ct., Slick Trunks	Yes

DESIGN REVIEW COLOR BOARD 1

Cornerstone – Florida Mediterranean Exterior Color Schemes

	Package	FL Med Eider White	FL Med Greek Villa	FL Med Malabar	FL Med First Star	FL Med Conservative Gray	FL Med Alabaster	FL Med Heron Plume
1	1st Floor & 2nd Floor (Stucco)	SW 7014 Eider White #E2DED8	SW 7551 Greek Villa #F0ECE2	SW 5710 Malabar #CFBEA9	SW 7646 First Star #DAD9D4	SW 6183 Conservative Gray #C1D0C6	SW 7008 Alabaster #EDEAE0	SW 6070 Heron Plume #E5E1D8
3	2nd Floor (8" Lap Siding over CMU - per elevation style)	SW 7014 Eider White #E2DED8	SW 7551 Greek Villa #F0ECE2	SW 5710 Malabar #CFBEA9	SW 7646 First Star #DAD9D4	SW 6183 Conservative Gray #C1D0C6	SW 7570 Egret White #DFD9CF	SW 6070 Heron Plume #E5E1D8
1	1st Floor & 2nd Floor (Lap Siding)	SW 7014 Eider White #E2DED8	SW 7551 Greek Villa #F0ECE2	SW 5710 Malabar #CFBEA9	SW 7646 First Star #DAD9D4	SW 6183 Conservative Gray #C1D0C6	SW 7008 Alabaster #EDEAE0	SW 6070 Heron Plume #E5E1D8
4	Trim (Includes Sand Finish Stucco Watertable) *Hardie Fascia (per division spec) to match trim color	SW 7005 Pure White #EDECE6	SW 7637 Oyster White #E2DDD0	SW 9109 Natural Linen #DFD3C3	SW 7064 Passive #CBCCC9	SW 6184 Austere Gray #BEBFB2	SW 7018 Dovetail #908A83	SW 7655 Stamped Concrete #A0A09A
5	Accent (Smooth Panel Siding)	SW 7005 Pure White #EDECE6	SW 7637 Oyster White #E2DDD0	SW 9109 Natural Linen #DFD3C3	SW 7064 Passive #CBCCC9	SW 6184 Austere Gray #BEBFB2	SW 7018 Dovetail #908A83	SW 7655 Stamped Concrete #A0A09A
6	Front Door	SW 6278 Cloak Gray #605B53	SW 7052 Gray Area #AFA696	SW 2848 Roycraft Pewter #616564	SW 7741 Willow Tree #AAAD9C	SW 7048 Urbane Bronze #54504A	SW 6236 Grays Harbor #595368	SW 2848 Roycraft Pewter #616564
7	Garage Door	SW 6278 Cloak Gray #605B53	SW 7052 Gray Area #AFA696	SW 9109 Natural Linen #DFD3C3	SW 5183 Tin Lizzie #535551	SW 6154 Nacre #5BE2D4	SW 6236 Grays Harbor #595368	SW 7655 Stamped Concrete #A0A09A
8	Shutters	SW 6278 Cloak Gray #605B53	SW 7052 Gray Area #AFA696	SW 2848 Roycraft Pewter #616564	SW 7741 Willow Tree #AAAD9C	SW 7048 Urbane Bronze #54504A	SW 6236 Grays Harbor #595368	SW 2848 Roycraft Pewter #616564
	Cultured Stone Old Country Fieldstone (Optional)	Echo Ridge	Chardonnay	Chardonnay	Echo Ridge	Chardonnay	Echo Ridge	Echo Ridge
	IKO Cambridge Architectural Shingles	Dual Black	Weathervood	Dual Black	Dual Black	Weathervood	Weathervood	Dual Black

DESIGN REVIEW COLOR BOARD 2

Cornerstone – Florida Mediterranean Exterior Color Schemes

	Package	FL Med Colonnade Gray	FL Med Argos	FL Med Ivory Lace	FL Med Pearly White	FL Med Incredible White	FL Med Krypton
1	1st Floor & 2nd Floor (Stucco)	SW 7641 Colonnade Gray #C6C0B6	SW 7065 Argos #B0B0B7	SW 7013 Ivory Lace #ECE5D9	SW 7009 Pearly White #E8E3D9	SW 7028 Incredible White #E3DED7	SW 6247 Krypton #B6B0C3
3	2nd Floor (8" Lap Siding over CMU - per elevation style)	SW 7642 Pavestone #A09B8F	SW Gray Matters #A7A6A2	SW 7640 Fawn Brindle #A7A094	SW 6206 Oyster Bar #AEB3A8	SW 7029 Agreeable Gray #D1CBC1	SW 9152 Late Rain #575FA6
1	1st Floor & 2nd Floor (Lap Siding)	SW 7641 Colonnade Gray #C6C0B6	SW 7065 Argos #B0B0B7	SW 7013 Ivory Lace #ECE5D9	SW 7009 Pearly White #E8E3D9	SW 7028 Incredible White #E3DED7	SW 6247 Krypton #B6B0C3
4	Trim (Includes Band Finish Stucco w/ sealable) *Hardie Fascia (pencil rod spec to match trim color	SW 7042 Shoji White #E6DFD3	SW 7028 Incredible White #E3DED7	SW 7743 Mountain Road #B6B5B0	SW 7050 Useful Gray #CFCABD	SW 7504 Keystone Gray #9E9284	SW 7005 Pure White #EDECE6
5	Accent (Smooth Panel Siding)	SW 7042 Shoji White #E6DFD3	SW 7028 Incredible White #E3DED7	SW 7743 Mountain Road #B6B5B0	SW 6206 Oyster Bar #AEB3A8	SW 7029 Agreeable Gray #D1CBC1	SW 7005 Pure White #EDECE6
6	Front Door	SW 7061 Night Owl #636999F	SW 0020 Peacock Plume #7D9E94	SW 9184 Foxhall Green #454B40	SW 7622 Homburg Gray #666D69	SW 7060 Attitude Gray #7C7D75	SW 6245 Quicksilver #D0E2E0
7	Garage Door	SW 7042 Shoji White #E6DFD3	SW 7028 Incredible White #E3DED7	SW 7743 Mountain Road #B6B5B0	SW 7050 Useful Gray #CFCABD	SW 7060 Attitude Gray #7C7D75	SW 7005 Pure White #EDECE6
8	Shutters	SW 7061 Night Owl #636999F	SW 7674 Peppercorn #595555	SW 9184 Foxhall Green #454B40	SW 7622 Homburg Gray #666D69	SW 7060 Attitude Gray #7C7D75	SW 6251 Outerspace #595B5B
	Cultured Stone Old Country Fieldstone (Optional)	Echo Ridge	Echo Ridge	Chardonnay	Echo Ridge	Chardonnay	Echo Ridge
	#30 Cambridge Architectural Shingles	Dual Black	Dual Black	Weathered wood	Dual Black	Weathered wood	Dual Black

DESIGN REVIEW COLOR BOARD 3

Cornerstone – Coastal Exterior Color Schemes

	Package	Coastal Extra White	Coastal Ice Cube	Coastal Evening Shadow	Coastal Toque White	Coastal Spare White	Coastal Amazing Gray	Coastal Seasalt	Coastal Front Porch
1	1st Floor & 2nd Floor (Stucco)	SW 7006 Extra White #EEEFEA	SW 6252 Ice Cube #E3E4E1	SW 7662 Evening Shadow #C9CCC0	SW 7003 Toque White #E7E2DA	SW 6203 Spare White #E4E4DD	SW 7044 Amazing Gray #BEB5A9	SW 6204 Sea Salt #CDD2CA	SW 7651 Front Porch #CDCCC5
3	2nd Floor (8" Lap Siding over CMU - per elevation style)	SW 7006 Extra White #EEEFEA	SW 6252 Ice Cube #E3E4E1	SW 7662 Evening Shadow #C9CCC0	SW 7003 Toque White #E7E2DA	SW 6203 Spare White #E4E4DD	SW 7045 Intellectual Gray #A6A093	SW 6204 Sea Salt #CDD2CA	SW 6385 Dover White #F0EADC
4	Trim (Includes Sand Finish Stucco Materiable, Deco Louvers) *Hardie Fascia (per division spec) to match trim color	SW 6231 Rock Candy #DEE1DF	SW 7006 Extra White #EEEFEA	SW 7663 Monorail Silver #B9BCB8	SW 7658 Gray Clouds #B7B7B2	SW 0052 Pearl Gray #CBCEC5	SW 7013 Ivory Lace #CEBD8	SW 6203 Spare White #E4E4DD	SW 7650 Elle Gray #aaaSel
5	Accent (Board & Batten, 4" Lap Siding)	SW 6231 Rock Candy #DEE1DF	SW 7006 Extra White #EEEFEA	SW 7662 Evening Shadow #C9CCC0	SW 7671 On The Rocks #DDCEC8	SW 6214 Underseas #TC8E8T	SW 7013 Ivory Lace #CEBD8	SW 6206 Oyster Bay #AEB3A9	SW 6226 Languid Blue #A4B7BD
6	Front Door	SW 9177 Salty Dog #234058	SW 6325 Constant Coral #CD8E7F	SW 7604 Smoky Blue #596E79	SW 7603 Poolhouse #8095A0	SW 6214 Underseas #TC8E8T	SW 6206 Oyster Bay #AEB3A9	SW 7669 Summit Gray #959491	SW 7604 Smoky Blue #596E79
7	Garage Door	SW 6231 Rock Candy #DEE1DF	SW 7006 Extra White #EEEFEA	SW 7662 Evening Shadow #C9CCC0	SW 7658 Gray Clouds #B7B7B2	SW 0052 Pearl Gray #CBCEC5	SW 7013 Ivory Lace #CEBD8	SW 6203 Spare White #E4E4DD	SW 6385 Dover White #F0EADC
8	Shutters (Traditional & Bahama)	SW 6231 Rock Candy #DEE1DF	SW 6255 Morning Fog #A8AEB1	SW 7604 Smoky Blue #596E79	SW 7603 Poolhouse #8095A0	SW 6214 Underseas #TC8E8T	SW 6206 Oyster Bay #AEB3A9	SW 7669 Summit Gray #959491	SW 7604 Smoky Blue #596E79
	Cultered Stone Profit Ledgestone (Optional)	Gray	Platinum	Gray	Gray	Platinum	Southwest Blend	Gray	Gray
	IKO Cambridge Architectural Shingles	Dual Gray	Charcoal Gray	Dual Black	Charcoal Gray	Weatherwood	Weatherwood	Dual Gray	Dual Black

DESIGN REVIEW COLOR BOARD 4

Cornerstone – Coastal Exterior Color Schemes

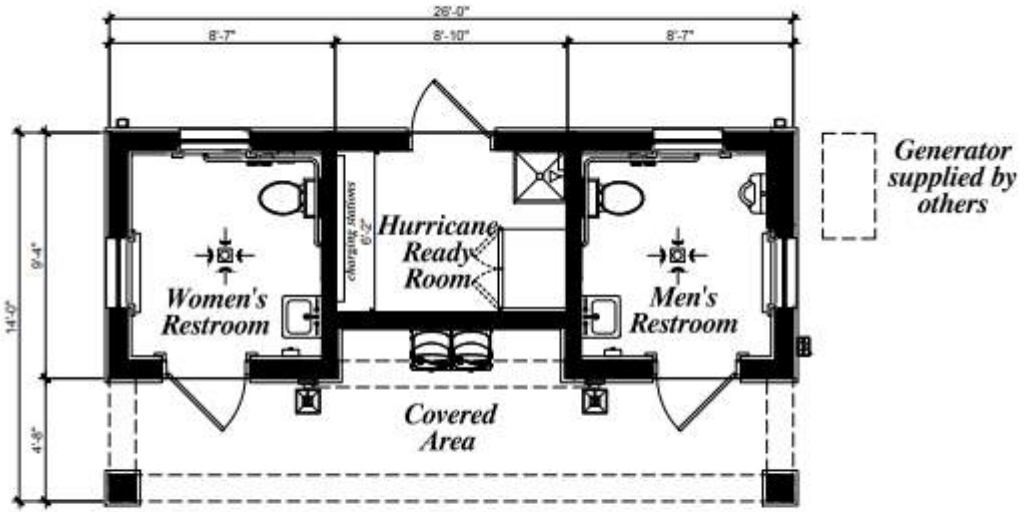
	Package	Coastal Uncertain Gray	Coastal Snowbound	Coastal Pure White	Coastal Nuance	Coastal Sw White	Coastal Quietude	Coastal Tradewind
1	1st Floor & 2nd Floor (Stucco)	SW 6234 Uncertain Gray #A9B0B1	SW 7004 Snowbound #EDEAE5	SW 7005 Pure White #EDECE6	SW 7084 Nuance #E2E0D6	SW 7070 Sw White #DCDEDC	SW 6212 Quietude #ACBBB2	SW 6218 Tradewind #C2CFDF
3	2nd Floor (8" Lap Siding over CMU - per elevation style)	SW 9143 Cader #91999C	SW 6246 North Star #CAC0D2	SW 7624 Slate Tile #606E74	SW 7084 Nuance #E2E0D6	SW 7005 Pure White #EDED8	SW 7004 Snowbound #EDEAE5	SW 6217 Topsail #DAE2E0
4	Trim (Includes Sand Finish Stucco Materials, Deco Louvers) *Hardie Fascia (per division spec to match trim color	SW 7004 Snowbound #EDEAE5	SW 6249 Storm Cloud #7A8480	SW 7661 Reflexion #C6D5D3	SW 1015 Skyline Steel #C6CFB3	SW 7075 Web Gray #616669	SW 6248 Bunglehouse Blue #47626F	SW 7056 Reserved White #E0E0D8
5	Accent (Board & Batten, 4" Lap Siding)	SW 6232 Misty #CDCDD2	SW 6248 Jubilee #ADB5B5	SW 7663 Monorail Silver #B8BCB8	SW 0023 Pewter Tankard #A39E90	SW 9058 Secret Cove #585D5D	SW 7004 Snowbound #EDEAE5	SW 6222 Riverside #9DT274
6	Front Door	SW 6232 Misty #CDCDD2	SW 6232 Coral Island #DE9382	SW 7624 Slate Tile #606E74	SW 6991 Black Magic #323732	SW 9060 Connor's Lakefront #7T5A6C	SW 6248 Bunglehouse Blue #47626F	SW 6222 Riverside #9DT274
7	Garage Door	SW 6232 Misty #CDCDD2	SW 6249 Storm Cloud #7A8480	SW 7663 Monorail Silver #B8BCB8	SW 0023 Pewter Tankard #A39E90	SW 7070 Sw White #DCDEDC	SW 7004 Snowbound #EDEAE5	SW 7056 Reserved White #E0E0D8
8	Shutters (Traditional & Bahama)	SW 7004 Snowbound #EDEAE5	SW 6249 Storm Cloud #7A8480	SW 7624 Slate Tile #606E74	SW 6991 Black Magic #323732	SW 9060 Connor's Lakefront #7T5A6C	SW 6248 Bunglehouse Blue #47626F	SW 6222 Riverside #9DT274
	Cultured Stone Profit Ledgestone (Optional)	Platinum	Gray	Gray	Southwest Blend	Gray	Gray	Southwest Blend
	IKO Cambridge Architectural Shingles	Dual Black	Dual Black	Dual Grey	Dual Black	Dual Black	Charcoal Gray	Charcoal Gray

DESIGN REVIEW

The architecture of this single-family development reflects current Florida vernacular homes in a wide variety of single story and two-story options that will create a varied streetscape.

DESIGN REVIEW – AMENITY CENTER RENDERING AND FLOOR PLAN





Pool Cabana
Floor Plan

Scale: 1/4" = 1'-0" on 36" x 24" sheet
N.T.S. on 17" x 11" sheet

DESIGN REVIEW – PROPOSED IDENTITY FEATURE RENDERING & STREETVIEW



"This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce." – Public Benefits Statement



Planning Staff and the Planning Board does not support what was presented as an Identity Feature/Gateway Sign for the Development and the City of Fort Pierce. A resubmittal has been requested to be approved by the Planning Board and City Commission

DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS





DESIGN REVIEW – IDENTITY FEATURE CONCEPTS



DESIGN REVIEW – DAYLEN SINGLE-STORY HOME MODELS





DESIGN REVIEW – CANDLEWOOD SINGLE-STORY HOME MODELS





DESIGN REVIEW – MARLIN TWO-STORY HOME MODELS





DESIGN REVIEW – MILL RUN TWO-STORY HOME MODELS





DESIGN REVIEW – PINECREST TWO-STORY HOME MODELS





DESIGN REVIEW – TALON TWO-STORY HOME MODELS





ENVIRONMENTAL REPORT

- **The subject site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat.**

- **There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland.**

- **Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents. All avian species present are protected habitats on site.**

STORM DRAINAGE

- **Calculations indicate that the project site can fully accommodate the required water quality treatment volume and the 5-year, 1-day storm event on-site.**

- **The proposed project is for the development of a single-family residential community including buildings, driveways, roads, sidewalks and recreational amenities.**

- **The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems.**

- **The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge.**

- **The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce. A full stormwater analysis has been completed.**

TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FINAL DEVELOPMENT PLAN for the Planned Development Zoning District with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

PLANNING BOARD

The Planning Board unanimously recommended approval of the proposed Amendment to the Pulte Cornerstone Planned Development Zone with eight (8) conditions, at their April 13th, 2026, meeting.

CONDITIONS OF APPROVAL

1. 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.

2. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

3. 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.

4. 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.

CONDITIONS OF APPROVAL

5. 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.

6. Prior to plat approval, 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.

CONDITIONS OF APPROVAL

6 (continued). Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

CONDITIONS OF APPROVAL

6 (continued). From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

CONDITIONS OF APPROVAL

6 (continued). Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

CONDITIONS OF APPROVAL

7. 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 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.
8. **The applicant shall receive final Identity Feature/Monument Sign design approval by the Planning Board and City Commission prior to final certificate of occupancy of phase 1.**

ZONING ATLAS MAP AMENDMENT

Staff recommends that the City Commission APPROVE the proposed Final Planned Development Amendment to the Pulte Cornerstone Planned Development Zone with the eight (8) Conditions of Approval.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- APPROVE the proposed (Amendment) with the associated final development plan with changes and/or alternative conditions.

- DENY the proposed (Amendment) with the associated final development plan.

CITY OF FORT PIERCE

AMENDING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE (FINAL DEVELOPMENT PLAN)

May 18th, 2026

Pulte-Cornerstone – FINAL Planned Development
2721 South Jenkins Road
(2324-413-0000-000-9 & 2324-431-0001-000-2)

HISTORY

- **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. The anchor tenant for the proposed development was a Target retail store.**

- **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.**

HISTORY

- **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 motion was approved unanimously by the Planning Board.**

HISTORY

- **The applicant has since provided a new phasing plan (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.**

HISTORY

On February 2, 2026, the City Commission approved the Master Planned Development for the Pulte-Cornerstone Planned Development Zone with the following fourteen (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.

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.

HISTORY

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.

HISTORY

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.

HISTORY

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.

HISTORY

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.

HISTORY

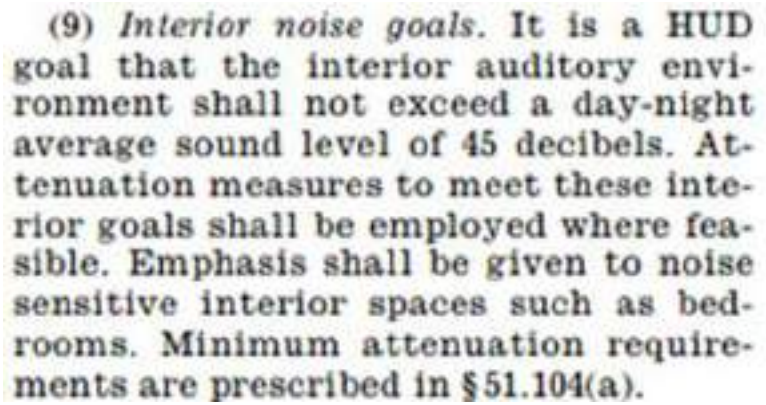
12. The property may not be subdivided into single-family lots unless the applicant obtains a subdivision plat approval in accordance with all applicable City Code requirements.

13. Prior to plat approval, 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.

HISTORY

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:



(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

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 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.






PUBLIC HEARING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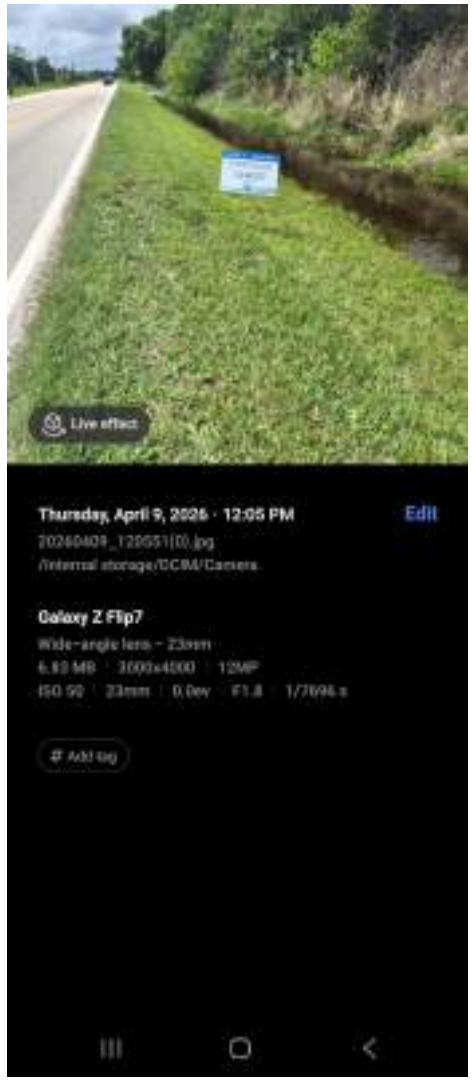
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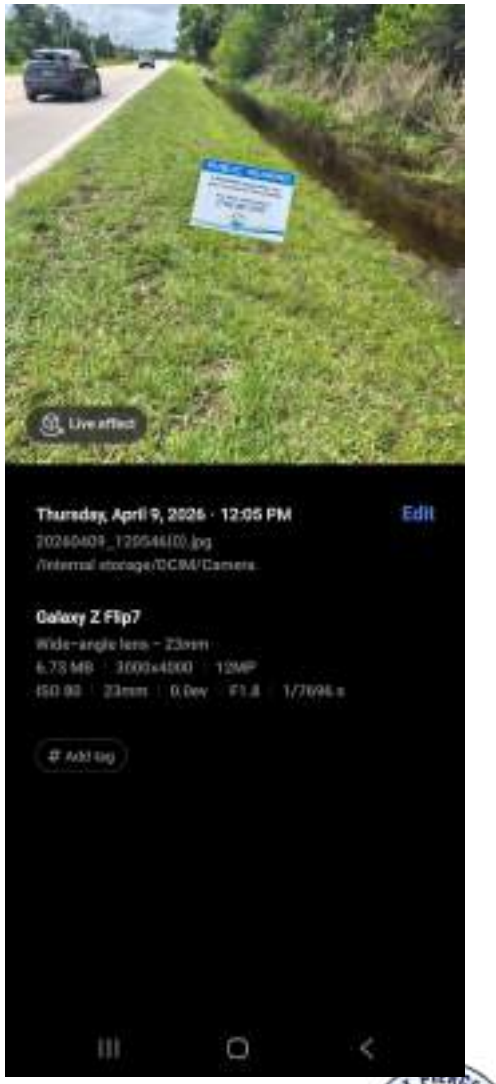
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PulteGroup

Daylen



First Floor

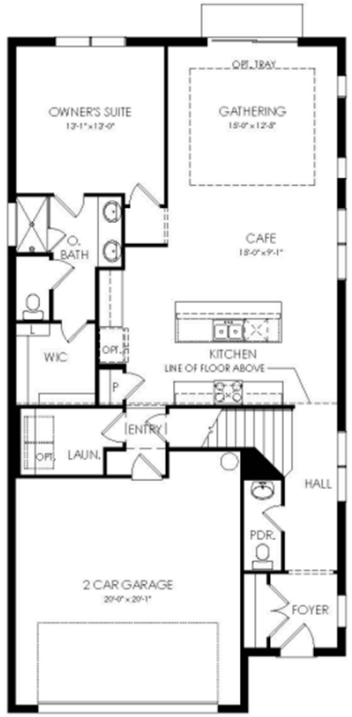
Candlewood



First Floor

PulteGroup

Marlin



First Floor

PulteGroup

Marlin



Second Floor

PulteGroup

Mill Run



PulteGroup

Mill Run



Second Floor

Pinecrest



First Floor

Pinecrest



Second Floor

PulteGroup

Talon



First Floor

PulteGroup

Talon



Second Floor

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **PULTE CORNERSTONE PLANNED DEVELOPMENT – ZONING ATLAS MAP AMENDMENT (FINAL DEVELOPMENT PLAN) – PROJECT #: PD2025-00002**

REVIEWER: **VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER**

BOARD DATE: **5/18/2026**

STAFF REPORT

Owner: Cassie McCrain, Cornerstone Fort Pierce Development, LLC

Applicant: Leslie Olson, District Planning Group

Requested Action: A review of an application for a Final Development Plan of two (2) parcels within the Pulte-Cornerstone Planned Development (PD) Zone

Location: Generally located at or near 2721 S Jenkins Road in Fort Pierce, FL.

Parcel IDs: 2324-413-0000-000-9 & 2324-431-0001-000-2

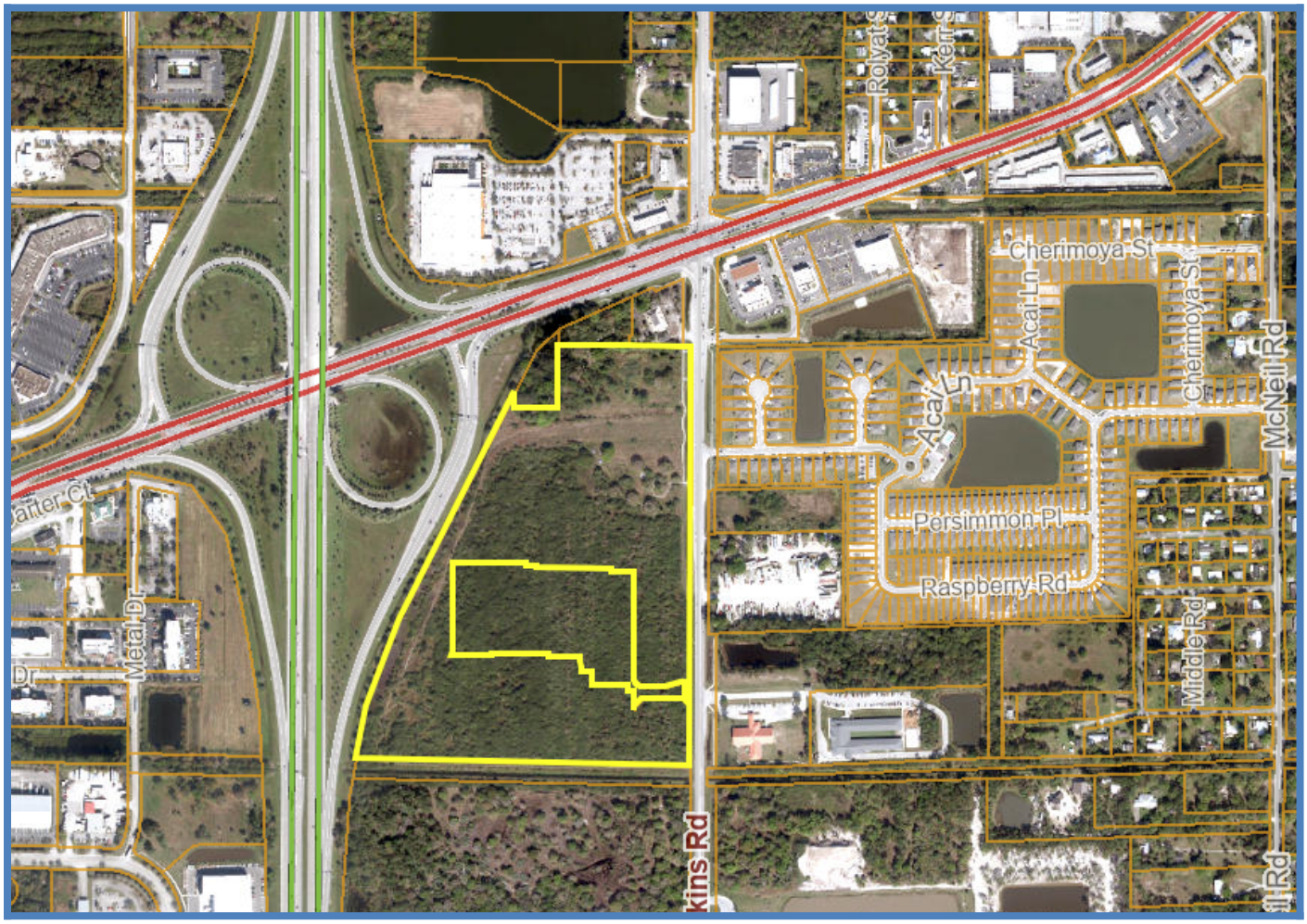
Site Area: 49.92 +/- Acres

Current FP Zoning: PD, Planned Development Zone

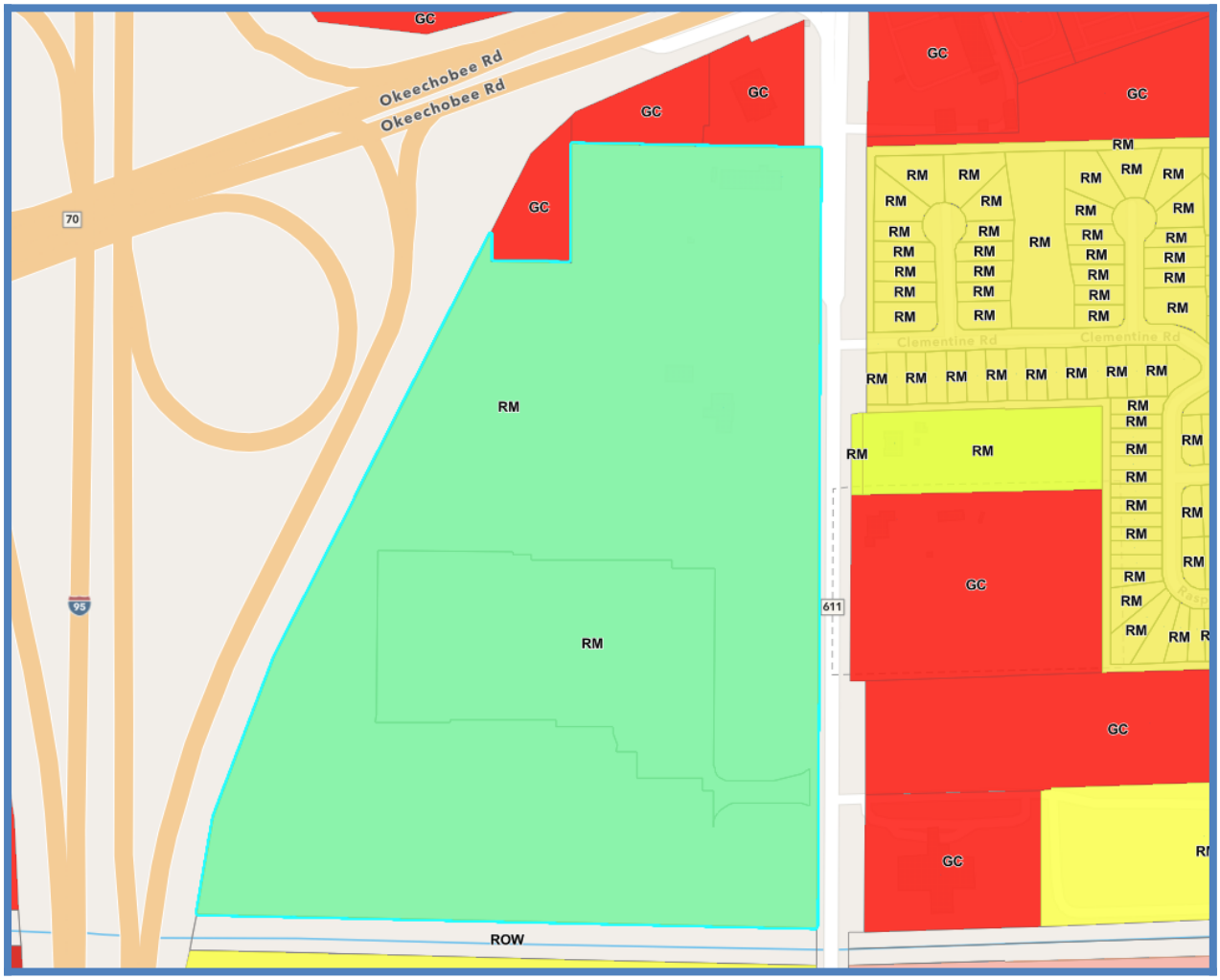
Current FP Future Land Use: RM, Medium-Density Residential

Utilities: Located within FPUA Service Area

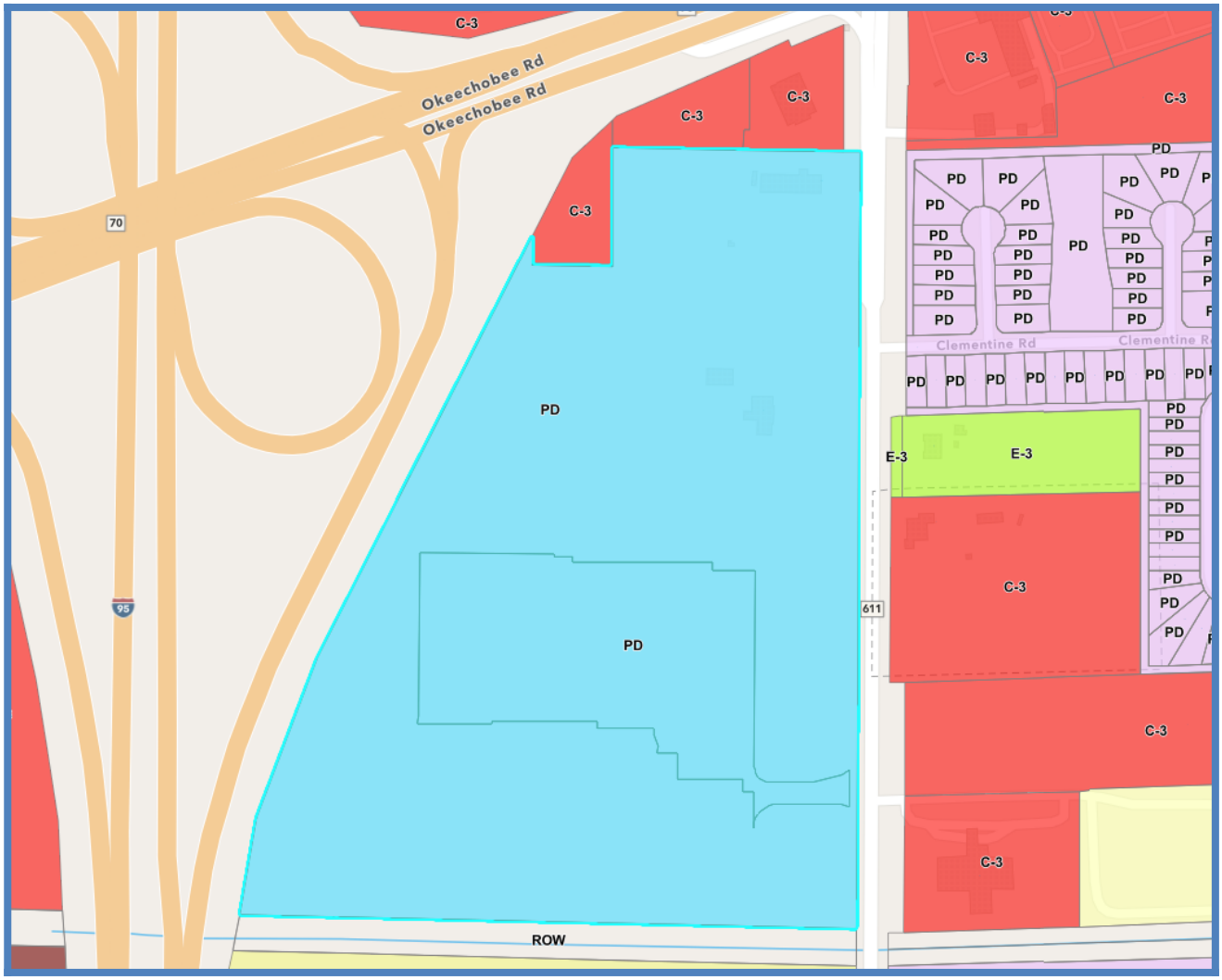
Location Map:



FP Future Land Use Map:



FP Zoning Map:



Request

Per Article V Sections 125-212, and 125-314 of the City Code, the applicant is requesting approval of a Final Planned Development of the Pulte-Cornerstone Planned Development (PD) Zoning District. The application proposes a two-hundred-and-thirty-nine-unit (239) fee simple single-family residential final 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 buffers for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds, with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and the terminus of the linear park, lies a pocket park where a sculptural art installation is proposed. This art installation will be visible to the travelling public on I-95 and is intended to create a

beautiful and unique sense of arrival in the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Pulte Cornerstone neighborhood. The site is designed with a grid network of streets which have been designed to minimize lots directly adjacent to I-95.

History

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. The anchor tenant for the proposed development was a Target retail store.

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. The applicant has since resubmitted recommended amendments to conditions and a new phasing plan with a new bus stop location.

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 November 10th, 2025, Planning Board meeting. The motion was approved unanimously by the Planning Board. The applicant has since provided a new phasing plan (including 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.

On February 2, 2026, the City Commission approved the Master Planned Development for the Pulte-Cornerstone Planned Development Zone with the following 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.

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, 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.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.
From Figure 18-1 Noise Abatement Criteria:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

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 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.

On April 13, 2026, the Planning Board recommended approval of the proposed Final Planned Development with eight (8) conditions. Planning Staff and the Planning Board have requested a better Identity Feature/Art Feature/Monument Sign design. The Public Benefits Statement says the following: "This art installation will be visible to the travelling public on I-95 and is intended to create a beautiful and unique sense of arrival in the City of Fort Pierce." The

additional condition requires that the final identity feature design is approved by the Planning Board and the City Commission prior to the final certificate of occupancy for Phase 1 of the Final Planned Development Site Plan.

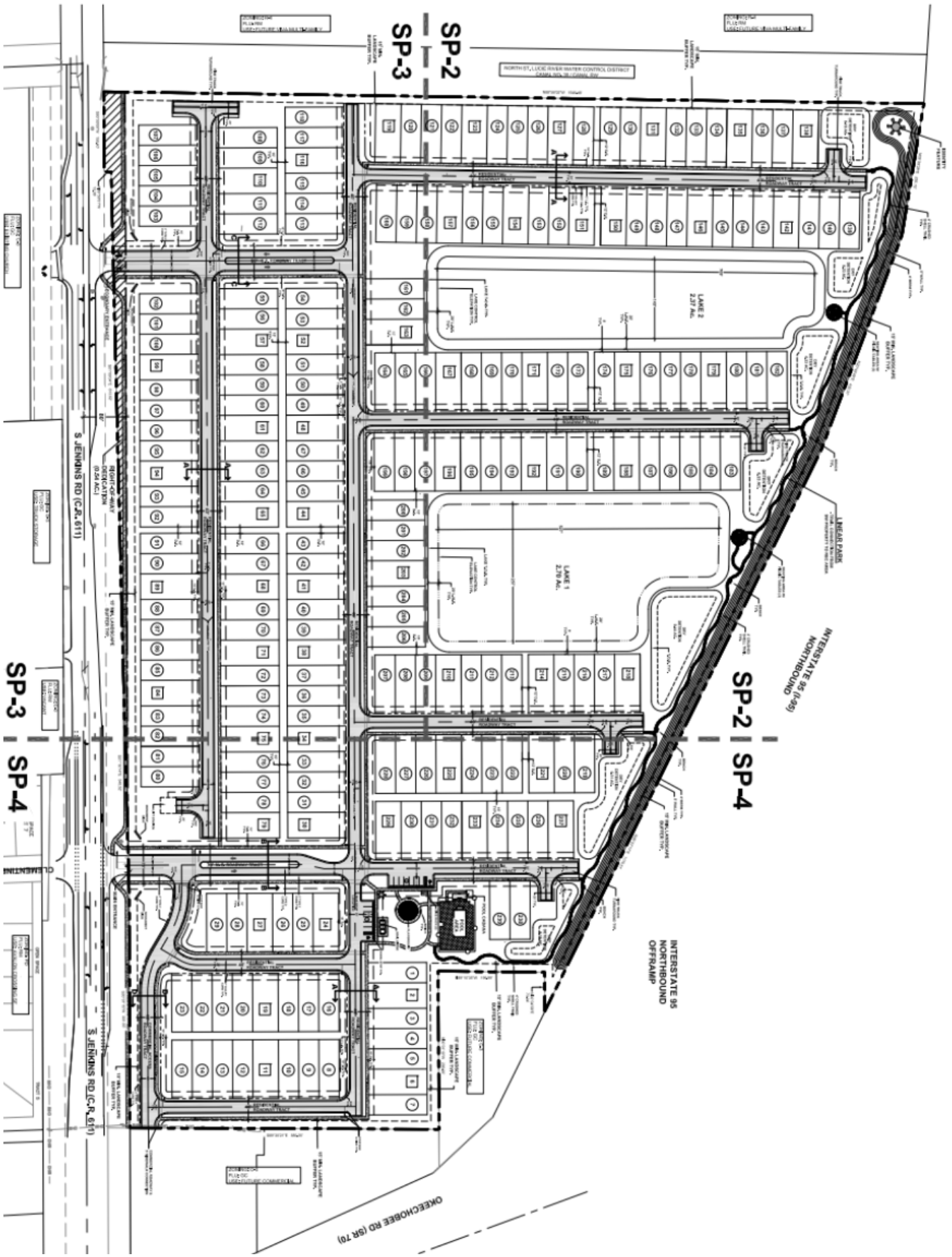
Zoning: Sec. 125-212. – (PD) Planned Development Zone

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: Comprehensive Plan, 1.1.6 Policy (A) Residential

Medium Density Residential (RM): The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

Final Site Plan



New Illustrative Site Plan


ZONING: R-4
FLU: RM
USE: FUTURE VIVA MULTI-FAMILY
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 39 / CANAL RW
IDENTITY FEATURE
4' TRAIL TYP.
8' Wall
4' Berm @ 3:1
LAKE 2
2.37 Ac.
Picnic Area
LINEAR PARK
TRAIL CONNECTION FROM SW PROPERTY TO REC AREA
LAKE 1
2.70 Ac.
Picnic Area
INTERSTATE 95 (I-95) NORTHBOUND
S JENKINS RD (C.R. 611)
SECONDARY ENTRANCE
R/W DEDICATION (0.54 AC.)
CLEMENTINE RD
MAIN ENTRANCE
REC / POOL AREA
INTERSTATE 95 NORTHBOUND OFFRAMP
ZONING: C-3
FLU: GC
USE: FUTURE COMMERCIAL
OKEECHOBEE RD (SR 70)
ZONING: C-3
FLU: GC
USE: EXISTING CHURCH
ZONING: C-3
FLU: GC
USE: TRUCK STORAGE
ZONING: C-3
FLU: RM
USE: VACANT
ZONING: PD
FLU: RM
USE: AVALON CROSSING SF
Legend
Lot Type "A" (48' x 110')
- 55 Total Lots
Lot Type "B" (38' x 110')
- 184 Total Lots
North

Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication Area	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	239 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		239 Units
Proposed Gross Site Density:		4.79 DU / Ac.

Lot Data & Standards

	Lot Type A	Lot Type B
Total Lots	55 Lots	184 Lots
Lot Area	5,280 sf	4,180 sf
Depth	110'	110'
Width	48'	38'
Lot Coverage	60% Max.	55% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.
Building Height	35' Max.	35' Max.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Site Calculations (Based on Remaining Site Area)

Open Space

Open Space Required: (49.38 Ac. X 20%)	430,202 sf	9.87 Ac.	20%
Open Space Provided:	588,933 sf	13.52 Ac.	28%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
30% of Lake Area	66,386 sf	1.52 Ac.	3%

Impervious Area

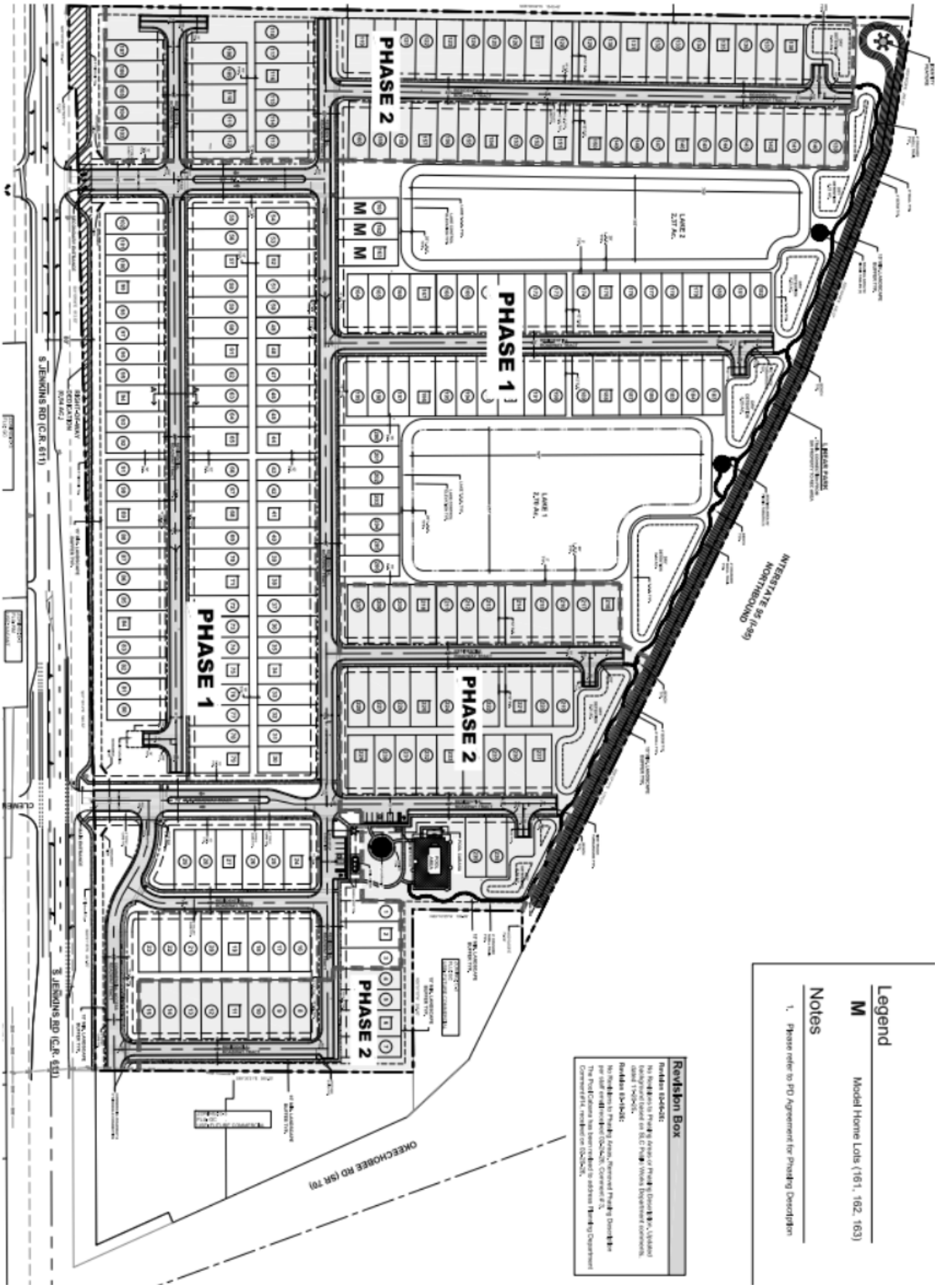
Lot Area (80%)	847,616 sf	19.46 Ac.	39%
V.U.A. (Includes driveways within R/W)	239,974 sf	5.51 Ac.	11%
Sidewalks / Other Pavement (Includes Pool Area)	48,487 sf	1.11 Ac.	2%
Lake Area (Control Elevation)	220,952 sf	5.07 Ac.	10%
Pool Cabana Building	372 sf	0.01 Ac.	1%
Total:	1,357,401 sf	31.16 Ac.	63%

Pervious Area

Lot Area (20%)	211,904 sf	4.86 Ac.	10%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
Other Landscape Area (Within R/W)	59,057 sf	1.36 Ac.	2%
Total:	793,608 sf	18.22 Ac.	37%

Phasing Plan

The project will be developed in two (2) phases.



Phase 1 will include the lots and infrastructure on the southern portion of the Site and includes the south entrance to Jenkins Road, including turn lanes as required for vehicular access.

The two lakes and adjacent dry detention areas will be constructed to provide stormwater treatment and attenuation for phase 1. Drainage inlets and piping for the roadways and lots will be installed along with the outfall pipe and discharge control structure connecting to the North St. Lucie River Water Control District (N.S.L.R.W.C.D.) canal number 39 on the south side of the project.

The required water distribution system for domestic water use and fire protection (fire hydrant installations) will be installed along with the required sewage collection system, sewage pump station, and force main. The roadway will be paved, and sidewalks will be completed for this phase of the project, and all necessary temporary facilities, such as tee-turn arounds, will be installed to accommodate fire trucks and garbage truck access.
All other required infrastructure, such as power, communications, etc., will be provided to support phase 1 and coordinated with the appropriate utility providers.

Phase 1 (subphase) will have a subphase for the model houses that will include all required utility infrastructure, paving, grading, and drainage, including the Northern and Southern entrances and related turn lanes on Jenkins Road.

Phase 2 will be constructed to complete the project's infrastructure and include all the required improvements, both on-site and off-site.

Design Review

Design Intent and Design Program

This project is intended to create a welcoming single-family community with a wide, tree-lined boulevard entrance, transitioning into a grid layout of tree-lined streets. Large lakes add value to many of the lots surrounding them and include common area vistas over each lake from pocket parks along a shaded, meandering nature trail. A community pool, playground and mail kiosk area anchor the trailhead and community gathering space. Homes are generally screened Pulte Cornerstone Design Review Narrative from Jenkins Road and fully screened from I-95 with lush landscaping to create a quiet community experience, while providing for future connection to the commercial parcels (currently unbuilt) to the north. A few designs will be available to homebuyers, which will create a varied streetscape.

Design Compatibility

A limited number of buildings are visible from Jenkins Rd. to establish an architectural design context for compatibility. The closest projects to be built include:

• Avalon Crossings: One- and two-family development, aligned directly to the east of the project entrance, with homes visible from the side; and
• Viva West Rental Community adjacent to the south is a mix of single-story apartments and two-story row houses; and
• An older single-family home to the east; and
• Commercial goods and services at the intersection of Jenkins Rd. and Okeechobee Rd., including Wawa, Chipotle and Aldi

Common design elements among the built and approved residential properties surrounding the subject site include:

• Hip roofs, gable-end roofs, and hip roofs with gables
• Muted, neutral color palettes
• Minimal ornamentation
• Shallow, roofed front stoops
• Front-loaded garages and community parking lots

Development Program

The neighborhood will consist of 239 single family homes and will provide a variety of onsite amenities including a community pool, a shaded and meandering nature trail, multiple pocket parks with seating overlooking community lakes, and a tall architectural/art feature visible from I-95 to provide a Fort Pierce welcome to northbound I-95 travelers.

Adjacent to commercial parcels at the Okeechobee Rd. intersection, this neighborhood will provide connectivity to those supportive uses while diverting commercial trips away from the intersection.

Architecture

The architecture of this single-family development reflects current Florida vernacular homes in a wide variety of single story and two-story options that will create a varied streetscape. Architectural elevations of all home plan options can be found in Exhibit 1. Color choices are forthcoming.

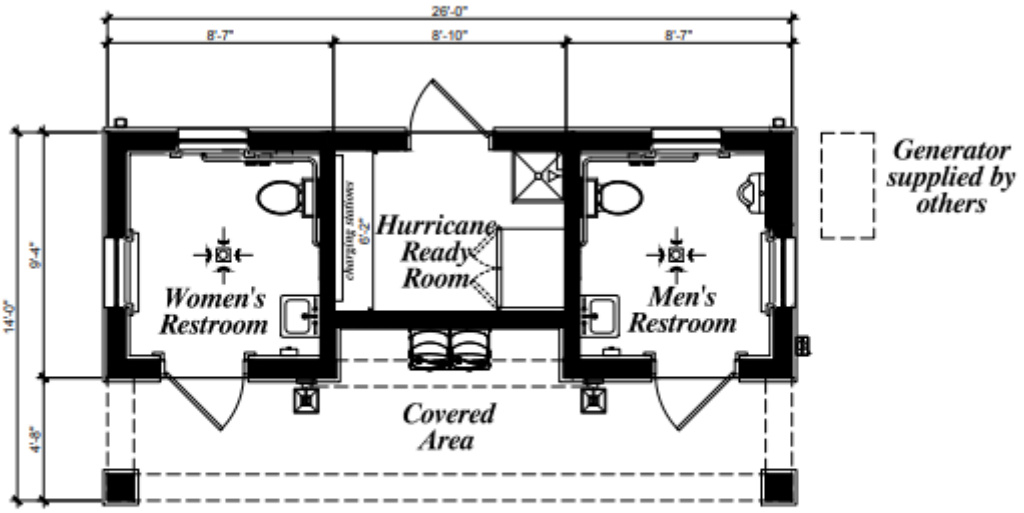
Closing

The new Cornerstone neighborhood will provide a variety of lot and home sizes within walking distance of groceries, home goods, restaurants, drug stores, coffee shops, houses of worship and employment opportunities. The focal architectural identity feature will be visible from I-95 as an entrance into Fort Pierce, and the community's traditional grid layout will be enhanced by a shaded nature trail with lake vistas and pocket parks. Additional amenities include a community pool and playground area. Street trees will create a sense of place as pedestrians walk neighborhood streets past a variety of home styles that are in keeping with the recently built and approved projects nearby. This new neighborhood will provide a much-needed housing option near the King's Highway Jobs Corridor and the State's Intermodal System, while improving the entrance vista to Fort Pierce from northbound I-95 travelers.

Amenity Center Color Rendering



Amenity Center Floor Plan



Pool Cabana
Floor Plan

Scale: 1/4" = 1'-0" on 36" x 24" sheet
N.T.S. on 17" x 11" sheet

Identity Feature Rendering



Identity Feature Streetview



Daylen Single-Story Home Model (version 1) Rendering



Daylen Single-Story Home Model (version 2) Rendering



Daylen Single-Story Home Model (versions 1 & 2) Floor Plan

PulteGroup

Daylen



First Floor

Candlewood Single-Story Home Model (version 1) Rendering



Candlewood Single-Story Home Model (version 2) Rendering



Candlewood Single-Story Home Model (version 2) Floor Plan

PulteGroup

Candlewood



First Floor

Marlin Two -Story Home Model (version 1) Rendering



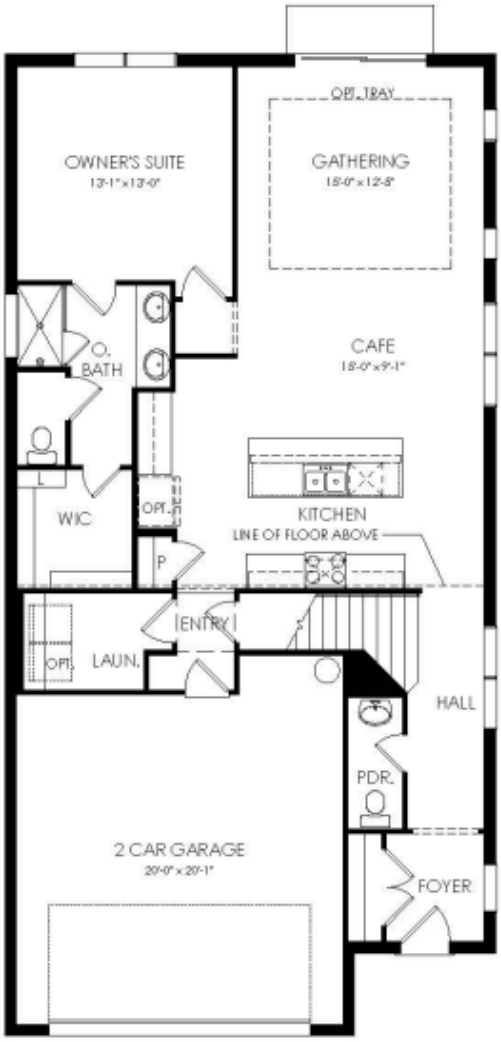
Marlin Two -Story Home Model (version 2) Rendering



Marlin Two -Story Home Model (versions 1 & 2) 1st Floor Plan

PulteGroup

Marlin



First Floor

Marlin Two -Story Home Model (versions 1 & 2) 2nd Floor Plan

PulteGroup

Marlin



Second Floor

Mill Run Two -Story Home Model (version 1) Rendering



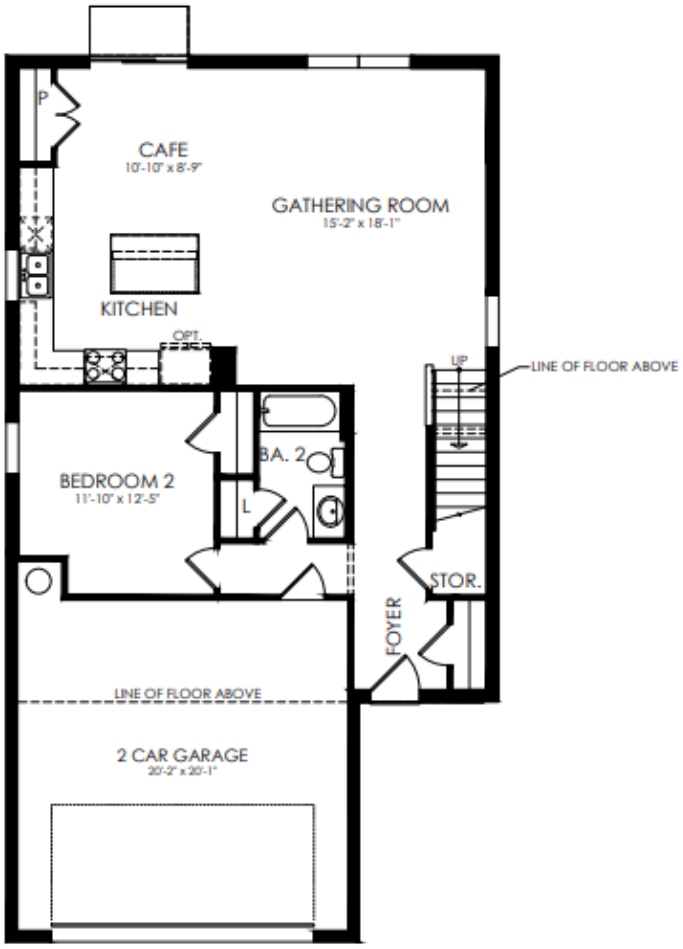
Mill Run Two -Story Home Model (version 2) Rendering



Mill Run Two -Story Home Model (versions 1 & 2) Floor Plans

PulteGroup

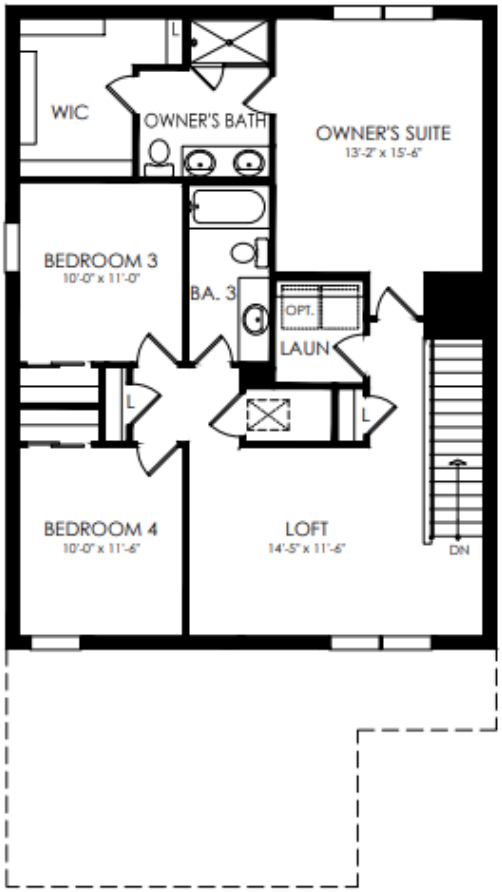
Mill Run



Mill Run Two -Story Home Model (versions 1 & 2) Floor Plans

PulteGroup

Mill Run



Second Floor

Pinecrest Two -Story Home Model (version 1) Rendering



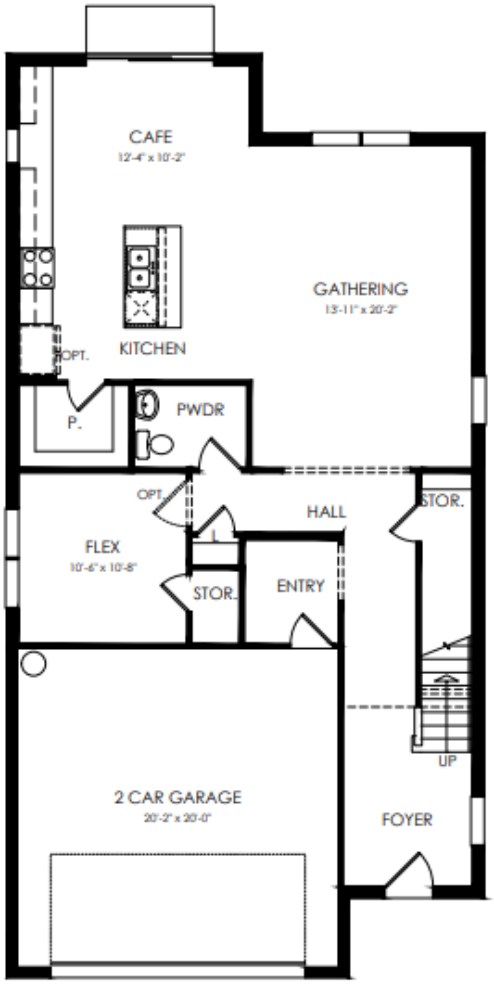
Pinecrest Two -Story Home Model (version 2) Rendering



Pinecrest Two -Story Home Model (versions 1 & 2) Floor Plan

PulteGroup

Pinecrest

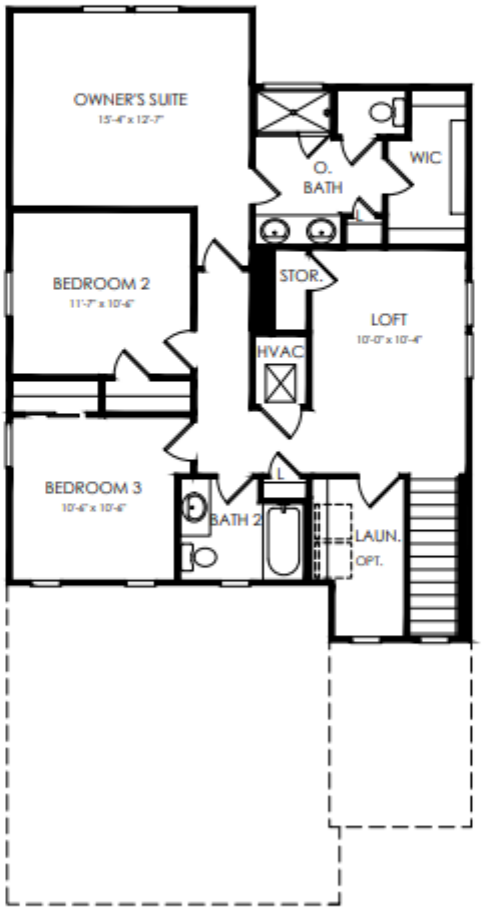


First Floor

Pinecrest Two -Story Home Model (versions 1 & 2) Floor Plan

PulteGroup

Pinecrest



Second Floor

Talon Two -Story Home Model (version 1) Rendering



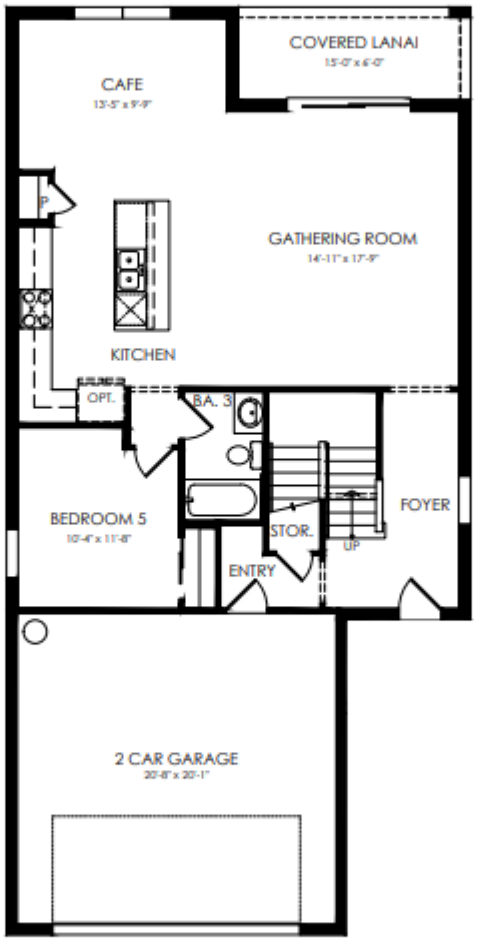
Talon Two -Story Home Model (version 2) Rendering



Talon Two -Story Home Model (versions 1 & 2) Floor Plan

PulteGroup

Talon

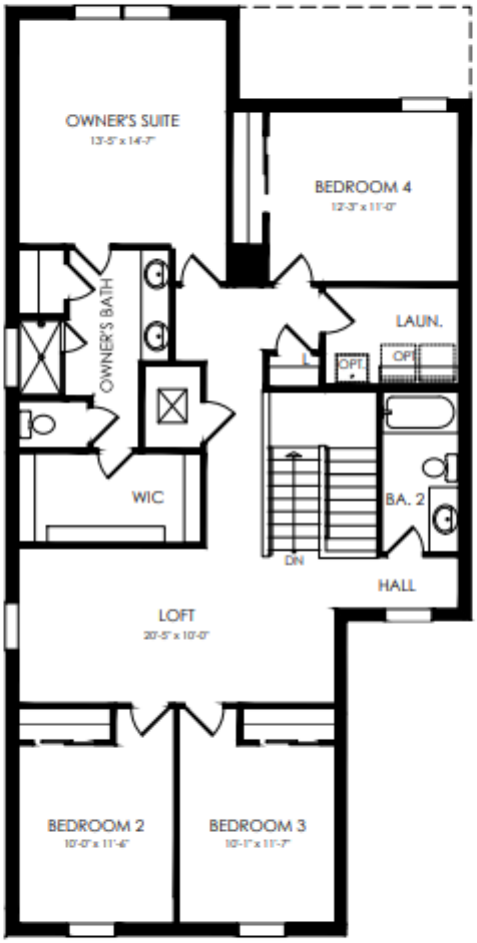


First Floor

Talon Two -Story Home Model (versions 1 & 2) Floor Plan

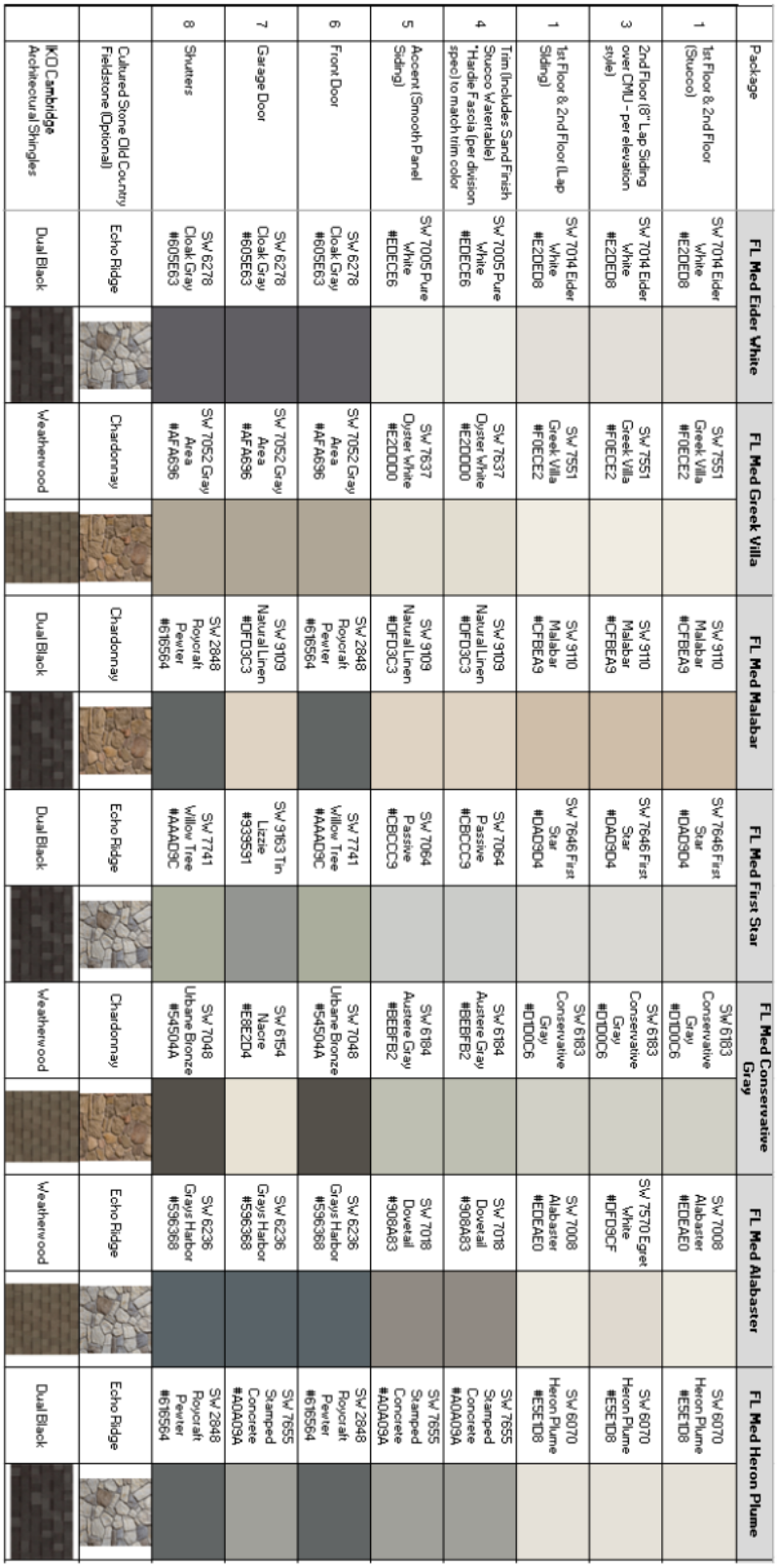
PulteGroup

Talon



Second Floor

Color Boards



Cornerstone – Florida Mediterranean Exterior Color Schemes

	Package	FL Med Colonnade Gray	FL Med Argos	FL Med Ivory Lace	FL Med Pearly White	FL Med Incredible White	FL Med Krypton
1	1st Floor & 2nd Floor (Stucco)	SW 7641 Colonnade Gray #C6C0B6	SW 7065 Argos #BDBDB7	SW 7073 Ivory Lace #ECE5D8	SW 7009 Pearly White #E8E3D9	SW 7028 Incredible White #E3DED7	SW 6247 Krypton #B8C0C3
3	2nd Floor (8" Lap Siding over CMU – per elevation style)	SW 7642 Pavestone #A0998F	SW Gray Matters #A7A8A2	SW 7640 Fawn Brindle #A7A094	SW 6206 Oyster Bay #AEB3A9	SW 7029 Agreeable Gray #D1CBC1	SW 9152 Let it Rain #979FA5
1	1st Floor & 2nd Floor (Lap Siding)	SW 7641 Colannade Gray #C6C0B6	SW 7065 Argos #BDBDB7	SW 7073 Ivory Lace #ECE5D8	SW 7009 Pearly White #E8E3D9	SW 7028 Incredible White #E3DED7	SW 6247 Krypton #B8C0C3
4	Trim (Includes S and Finish Stucco Watertable) *Hardie Fascia (per division spec) to match trim color	SW 7042 Shoji White #E6DFD3	SW 7028 Incredible White #E3DED7	SW 7743 Mountain Road #868578	SW 7050 Useful Gray #CFCABD	SW 7504 Keystone Gray #9E9284	SW 7005 Pure White #EDECE6
5	Accent (Smooth Panel Siding)	SW 7042 Shoji White #E6DFD3	SW 7028 Incredible White #E3DED7	SW 7743 Mountain Road #868578	SW 6206 Oyster Bay #AEB3A9	SW 7029 Agreeable Gray #D1CBC1	SW 7005 Pure White #EDECE6
6	Front Door	SW 7061 Night Owl #63655F	SW 0020 Peacock Plume #739694	SW 9184 Foxhall Green #454B40	SW 7622 Homburg Gray #666D69	SW 7060 Attitude Gray #7C7D75	SW 6245 Quicksilver #DDE2E0
7	Garage Door	SW 7042 Shoji White #E6DFD3	SW 7028 Incredible White #E3DED7	SW 7743 Mountain Road #868578	SW 7050 Useful Gray #CFCABD	SW 7060 Attitude Gray #7C7D75	SW 7005 Pure White #EDECE6
8	Shutters	SW 7061 Night Owl #63655F	SW 7674 Peppercorn #585858	SW 9184 Foxhall Green #454B40	SW 7622 Homburg Gray #666D69	SW 7060 Attitude Gray #7C7D75	SW 6251 Outerspace #586168
	Cultured Stone Old Country Fieldstone (Optional)	Echo Ridge	Echo Ridge	Chardonnay	Echo Ridge	Chardonnay	Echo Ridge
	IKO Cambridge Architectural Shingles	Dual Black	Dual Black	Weatherwood	Dual Black	Weatherwood	Dual Black

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Cornerstone – Coastal Exterior Color Schemes

	Package	Coastal Extra White	Coastal Ice Cube	Coastal Evening Shadow	Coastal Toque White	Coastal Spare White	Coastal Amazing Gray	Coastal Seasalt	Coastal Front Porch
1	1st Floor & 2nd Floor (Stucco)	SW 7006 Extra White #EEEFEA	SW 6252 Ice Cube #E3E4E1	SW 7662 Evening Shadow #C9CCCD	SW 7003 Toque White #E7E2DA	SW 6203 Spare White #E4E4DD	SW 7044 Amazing Gray #BEB5A9	SW 6204 Sea Salt #CDD2CA	SW 7651 Front Porch #CCCCC5
3	2nd Floor (8" Lap Siding over CMU – per elevation style)	SW 7006 Extra White #EEEFEA	SW 6252 Ice Cube #E3E4E1	SW 7662 Evening Shadow #C9CCCD	SW 7003 Toque White #E7E2DA	SW 6203 Spare White #E4E4DD	SW 7045 Intellectual Gray #A8A093	SW 6204 Sea Salt #CDD2CA	SW 6385 Dover White #F0EADC
4	Trim (Includes Sand Finish Stucco Watertable, Deco Louvers) *Hardie Fascia (per division spec) to match trim color	SW 6231 Rock Candy #DEE1DF	SW 7006 Extra White #EEEFEA	SW 7663 Monorail Silver #B8BCBB	SW 7658 Gray Clouds #B7B7B2	SW 0052 Pearl Gray #CBCEC5	SW 7013 Ivory Lace #ECE5D8	SW 6203 Spare White #E4E4DD	SW 7650 Ellie Gray #aaa9a4
5	Accent (Board & Batten, 4" Lap Siding)	SW 6231 Rock Candy #DEE1DF	SW 7006 Extra White #EEEFEA	SW 7662 Evening Shadow #C9CCCD	SW 7671 On The Rocks #D0CEC8	SW 6214 Underseas #7C8E87	SW 7013 Ivory Lace #ECE5D8	SW 6206 Oyster Bay #AEB3A9	SW 6226 Languid Blue #A4B7BD
6	Front Door	SW 9177 Salty Dog #234058	SW 6325 Constant Coral #CD8E7F	SW 7604 Smoky Blue #596E79	SW 7603 Poolhouse #8095A0	SW 6214 Underseas #7C8E87	SW 6206 Oyster Bay #AEB3A9	SW 7669 Summit Gray #959491	SW 7604 Smoky Blue #596E79
7	Garage Door	SW 6231 Rock Candy #DEE1DF	SW 7006 Extra White #EEEFEA	SW 7662 Evening Shadow #C9CCCD	SW 7658 Gray Clouds #B7B7B2	SW 0052 Pearl Gray #CBCEC5	SW 7013 Ivory Lace #ECE5D8	SW 6203 Spare White #E4E4DD	SW 6385 Dover White #F0EADC
8	Shutters (Traditional & Bahama)	SW 6231 Rock Candy #DEE1DF	SW 6255 Morning Fog #A8AEB1	SW 7604 Smoky Blue #596E79	SW 7603 Poolhouse #8095A0	SW 6214 Underseas #7C8E87	SW 6206 Oyster Bay #AEB3A9	SW 7669 Summit Gray #959491	SW 7604 Smoky Blue #596E79
	Cultured Stone Profit Ledgestone (Optional)	Gray	Platinum	Gray	Gray	Platinum	Southwest Blend	Gray	Gray
	IKO Cambridge Architectural Shingles	Dual Gray	Charcoal Gray	Dual Black	Charcoal Gray	Weatherwood	Weatherwood	Dual Gray	Dual Black

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Cornerstone – Coastal Exterior Color Schemes

	Package	Coastal Uncertain Gray	Coastal Snowbound	Coastal Pure White	Coastal Nuance	Coastal Site White	Coastal Quietude	Coastal Tradewind
1	1st Floor & 2nd Floor (Stucco)	SW 6234 Uncertain Gray #A9B0B1	SW 7004 Snowbound #EDEAE5	SW 7005 Pure White #EDECE6	SW 7094 Nuance #E2E0D6	SW 7070 Site White #DCDEDC	SW 6212 Quietude #ADBBB2	SW 6218 Tradewind #C2CFCF
3	2nd Floor (8" Lap Siding over CMU – per elevation style)	SW 9143 Cadet #91999C	SW 6246 North Star #CAD0D2	SW 7624 Slate Tile #606E74	SW 7094 Nuance #E2E0D6	SW 7005 Pure White #EDECE6	SW 7004 Snowbound #EDEAE5	SW 6217 Topsail #DAE2E0
4	Trim (Includes Sand Finish Stucco Watertable, Deco Louvers) *Hardie Fascia (per division spec) to match trim color	SW7004 Snowbound #EDEAE5	SW 6249 Storm Cloud #7A848D	SW 7661 Reflection #D3D5D3	SW 1015 Skyline Steel #C6BFB3	SW 7075 Web Gray #616669	SW 0048 Bunglehouse Blue #47626F	SW 7056 Reserved White #E0E0D9
5	Accent (Board & Batten, 4" Lap Siding)	SW 6232 Misty #CDD2D2	SW 6248 Jubilee #ADB5B9	SW 7663 Monorrail Silver #B8BCBB	SW 0023 Pewter Tankard #A39B90	SW 9058 Secret Cove #68909D	SW 7004 Snowbound #EDEAE5	SW 6222 Riverway #5D7274
6	Front Door	SW 6232 Misty #CDD2D2	SW 6332 Coral Island #CE9382	SW 7624 Slate Tile #606E74	SW 6991 Black Magic #323132	SW 9060 Connor's Lakefront #175A6C	SW 0048 Bunglehouse Blue #47626F	SW 6222 Riverway #5D7274
7	Garage Door	SW 6232 Misty #CDD2D2	SW 6249 Storm Cloud #7A848D	SW 7663 Monorrail Silver #B8BCBB	SW 0023 Pewter Tankard #A39B90	SW 7070 Site White #DCDEDC	SW 7004 Snowbound #EDEAE5	SW 7056 Reserved White #E0E0D9
8	Shutters (Traditional & Bahama)	SW7004 Snowbound #EDEAE5	SW 6249 Storm Cloud #7A848D	SW 7624 Slate Tile #606E74	SW 6991 Black Magic #323132	SW 9060 Connor's Lakefront #175A6C	SW 0048 Bunglehouse Blue #47626F	SW 6222 Riverway #5D7274
	Cultered Stone Profit Ledgestone (Optional)	Platinum	Gray	Gray	Southwest Blend	Gray	Gray	Southwest Blend
	IKO Cambridge Architectural Shingles	Dual Black	Dual Black	Dual Gray	Dual Black	Dual Black	Charcoal Gray	Charcoal Gray

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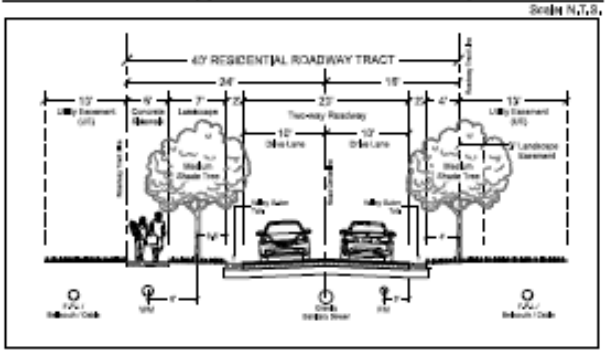
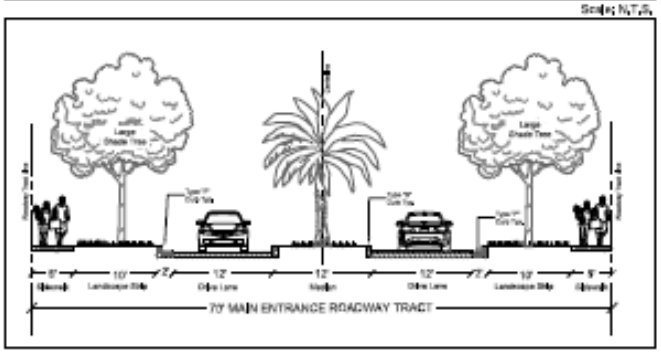
Landscaping

A full mitigation analysis and a tree survey have been provided. The applicant has provided two (2) typical sections of 70 ft. and 60 ft. Right-Of-Ways for the two (2) entrance boulevards with street trees, a typical section of 40 ft. Right-Of-Way for residential streets with street trees, and a typical section of 40 ft. Right-Of-Way for the Commercial Access Roadway Tract in the northeast corner of the property.

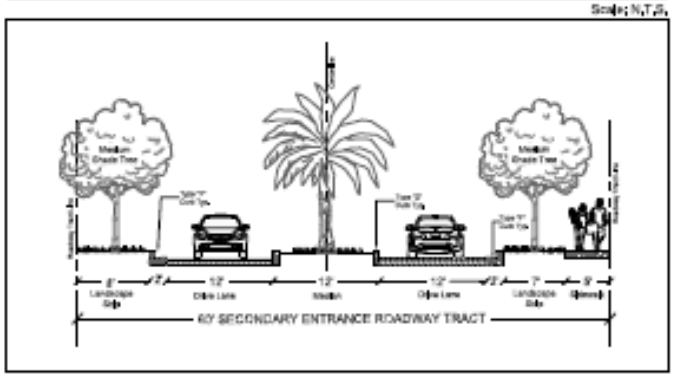
Section A-A: 40' Typical Residential Roadway Tract



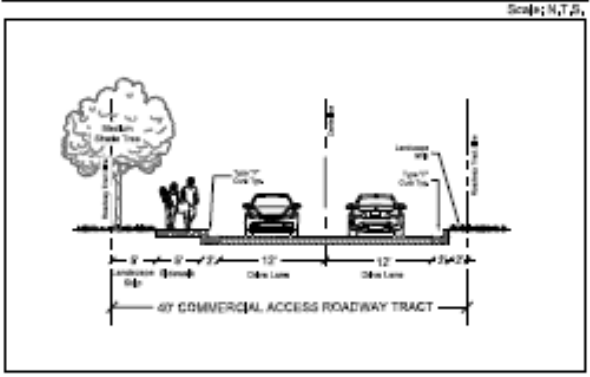
Section B-B: 70' Main Entrance Roadway Tract



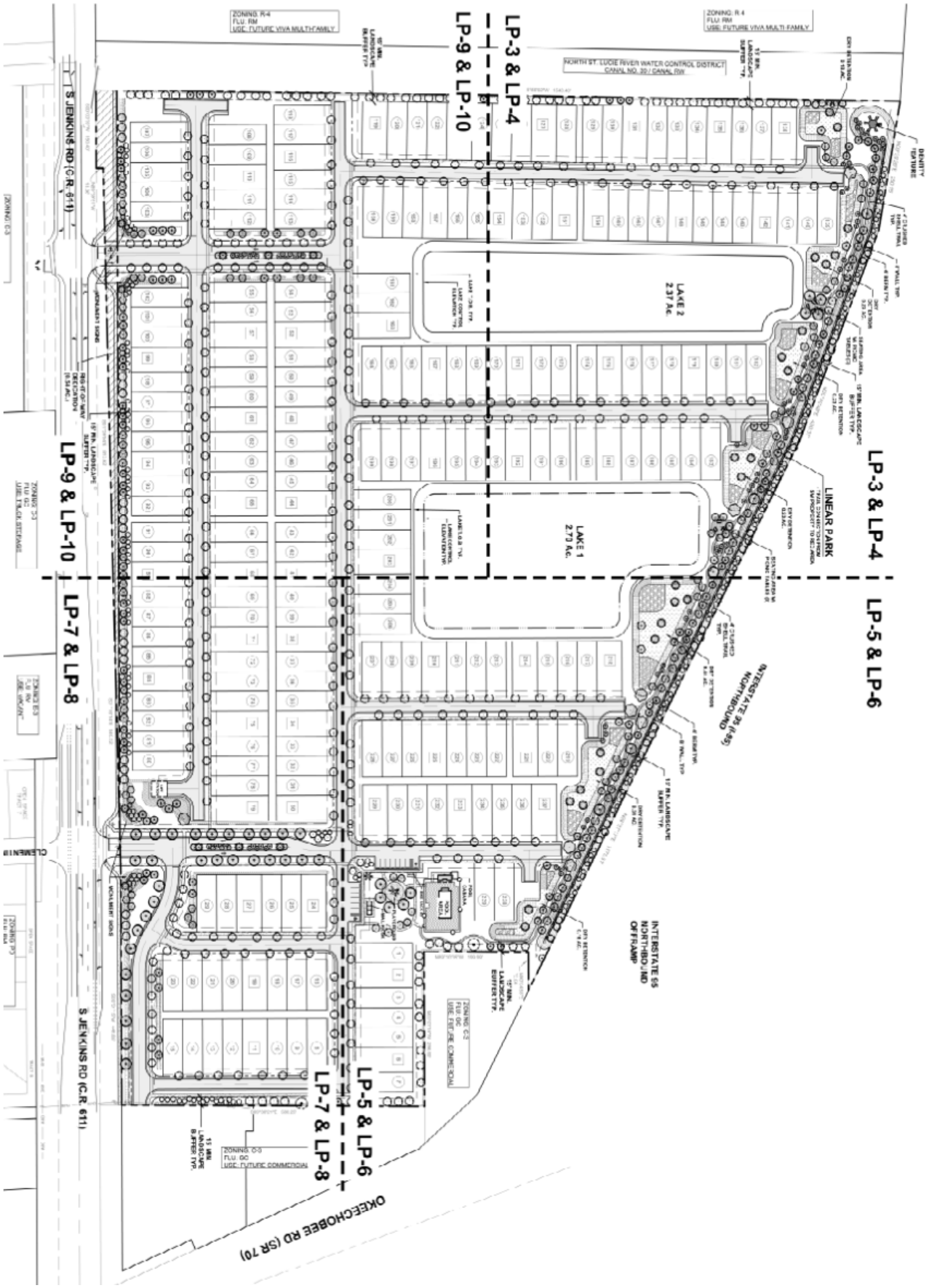
Section C-C: 60' Secondary Entrance Roadway Tract



Section D-D: 40' Commercial Access Roadway Tract



Landscape Plan



Landscape Data

Landscape Data

Planned Development Landscape Requirements:

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:

A 15 minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way except where access drives or sidewalk connections are located. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

East Perimeter Buffer adjacent to S Jenkins Road: 1,827 LF

Trees Required:	(1,827 LF / 30) (1,767 LF / 30)	59 Trees
Trees Provided:		59 Trees (35 Trees + 72 Palms @ 3:1)

West Perimeter Buffer adjacent to Interstate 95 (I-95): 1,770 LF

Trees Required:	(1,770 LF / 30)	59 Trees
Trees Provided:		59 Trees (24 Trees + 105 Palms @ 3:1)

Perimeter Landscape Strip adjacent to an abutting Property:

A 15' minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

North & West Perimeter Buffer: 1,077 LF

Trees Required:	(1,077 LF / 30)	36 Trees
Trees Provided:		36 Trees (30 Trees + 2 Existing Trees + 12 Palms @ 3:1)

South Perimeter Buffer: 1,508 LF

Trees Required:	(1,508 LF / 30)	50 Trees
Trees Provided:		50 Trees (49 Trees + 3 Palms @ 3:1)

Street Trees along Internal Roadways:

Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Internal Roadway Linear Footage: 14,321 LF

Trees Required:	(15,496 LF / 50)	310 Trees
Trees Provided:		310 Trees (306 Trees + 12 Palms @ 3:1)

Tree Mitigation Data

Tree Mitigation Data

Protected Palms :

Required Replacement Palm Trees	80 Palm Trees
Provided On-site Replacement Palm Trees	80 Palm Trees

Protected Trees :

Total Required Replacement Inches	1,862 Inches
Provided On-site Replacement Inches	1,888.5 Inches
Additional Trees for Mitigation	824.5 inches
Additional Understory Native Plantings :	
9,977 - 1 Gallon Native Plants (1" per 24 plants)	415 inches
7,798 - 3 Gallon Native Plants (1" per 12 plants)	649 inches
Total inches Provided	1,888.5 inches

Notes:
- See "Tree Mitigation" Category within Tree Schedule on Sheet LP-11 for total provided mitigation inches per tree
- Additional trees provided for Mitigation are shown on plan with gray solid hatch
- For Additional Native Understory Plantings and quantities shown above, see "Additional Shrubs & GC" category within Shrub Schedule on sheet LP-11.

Tree Schedule

TREE SCHEDULE					
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE
CODE TREES					
	BS2	10	Bismarckia nobilis 'Silver' / Silver Bismark Palm	6' ct., Hvy Trunk, Full Head, Root Pruned	No
	BB	125	Bucida buceras 'Shady Lady' / Shady Lady Black Olive	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	No
	CB	83	Calophyllum brasiliense / Brazilian Beautyleaf	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	No
	CD	37	Coccoloba diversifolia / Pigeon Plum	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes
	CE	146	Conocarpus erectus / Green Buttonwood	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes
	CS1	10	Conocarpus erectus 'Sericeus' / Silver Buttonwood	2.5" Cal., 12' Ht x 5' Spr. Min., Multi-trunk, 5' ct.	Yes
	LM2	15	Lagerstroemia indica ' Muskogee ' / Crape Myrtle	2.5" Cal., 12' Ht x 5' Spr. Min., Multi-trunk, 5' ct.	No
	PD	28	Pinus elliotti 'Densa' / Slash Pine	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes
	SS	201	Sabal palmetto / Cabbage Palm	30% @ 10' ct., 30% @ 14' ct., 40% @ 18' ct., Slick Trunks	Yes

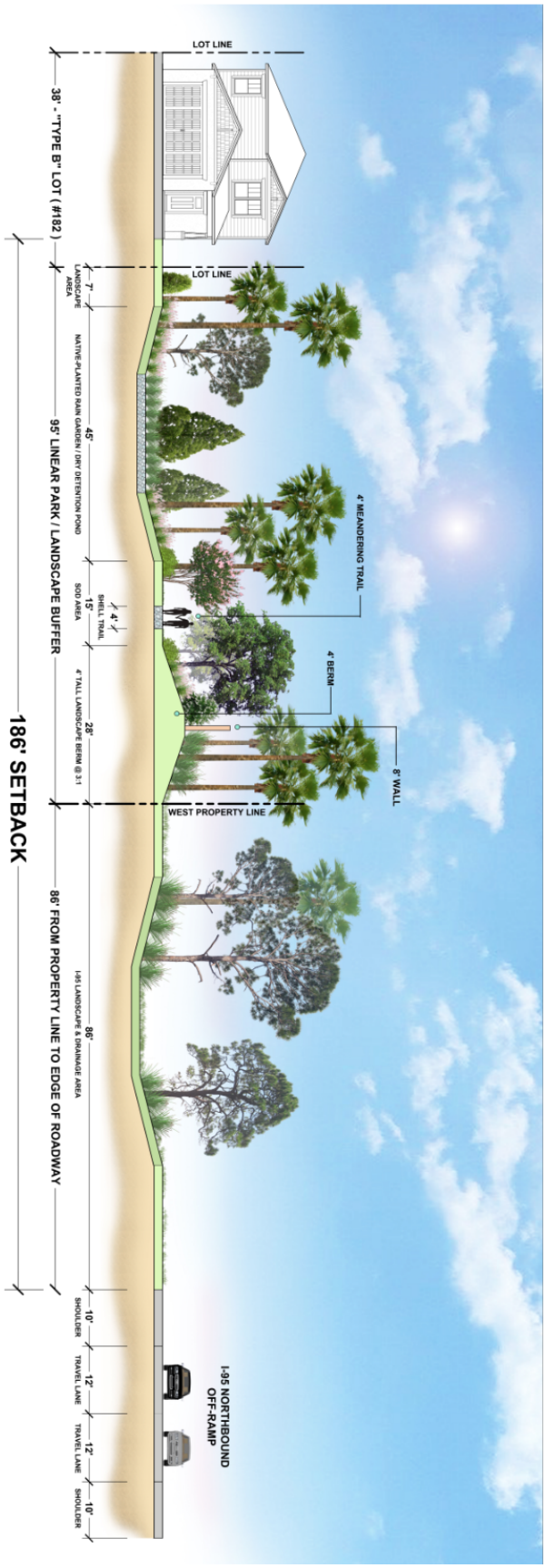
Tree Mitigation Calculation

** TREE MITIGATION

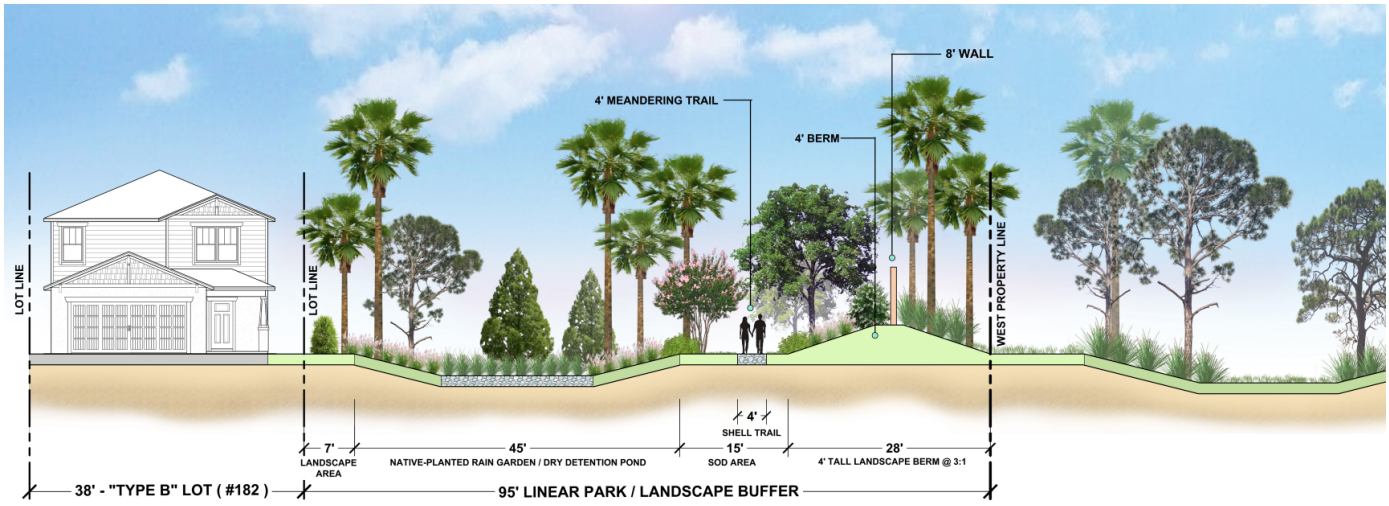
	AR	5	Acer rubrum 'Florida Flame' / Florida Flame Red Maple	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	12.5 inches
	BA2	24	Bulnesia arborea / Verawood	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	No	60 inches
	CD2	14	Coccoloba diversifolia / Pigeon Plum	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	35 inches
	CE1	58	Conocarpus erectus / Green Buttonwood	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	145 inches
	DR	9	Delonix regia / Royal Poinciana	4" Cal., 15'-16' Ht. x 8' Spr. Std., 5' ct.	No	36 inches
	LM	40	Lagerstroemia indica 'Muskogee' / Crape Myrtle	2.5" Cal., 12' Ht x 5' Spr. Min., Multi-trunk, 5' ct.	No	100 inches
	MG	15	Magnolia grandiflora 'D.D. Blanchard' TM / Southern Magnolia	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	37.5 inches
	PD2	65	Pinus elliotii 'Densa' / Slash Pine	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	162.5 inches
	QV1	44	Quercus virginiana / Live Oak	4" Cal., 15-18' Ht x 6-8' Spr., 5-6' Ct.	Yes	176 inches
	SS1	80	Sabal palmetto / Cabbage Palm	25% @ 12' ct, 15' ct., 19' ct., 21' ct., slick trunks	Yes	
	TD3	24	Taxodium distichum / Bald Cypress	2.5" Cal., 12' Ht. x 5' Spr. Min., Stc., 5' ct.	Yes	60 inches

** Additional Trees Provided for Mitigation — Total: 824.5 inches

Section Distance Rendering



Section Distance Rendering (Enlarged)



Traffic Impact Statement

A traffic analysis has been submitted for the Final PD Site Plan in terms of any required improvements to South Jenkins Road, including a potential traffic light and cross-access with a neighboring commercial parcel.

- Weekday Daily
  - 2,336 Total
  - 1,168 Entry
  - 1,168 Exit
- Weekday Peak Hours of Adjacent Street in AM
  - 171 Total
  - 43 Entry
  - 128 Exit
- Weekday Peak Hour of Adjacent Street in PM
  - 234 Total
  - 147 Entry
  - 87 Exit

The greatest peak hour peak direction anticipated with the project is the 147 PM Entry trips. Based upon the City of Fort Pierce Code of Ordinance Section 105-5.f.2.b the analysis considers the project to be a "minimal scale" impact project.

Environmental

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents. All avian species present are protected habitats on site.

Storm Drainage

Calculations indicate that the project site can fully accommodate the required water quality treatment volume and the 5-year, 1-day storm event on-site. The proposed project is for the development of a single-family residential community including buildings, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce. A full stormwater analysis has been completed.

Technical Review Committee

Affected departments have reviewed the proposed Final Development Plan for Planned Development Zoning District application with regard to the requirements of the City Code.

Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Recommended Conditions of Approval

1. 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.

2. A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.

3. 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.

4. 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.

5. 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.

6. Prior to plat approval, 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.

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

7. 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 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.

8. The applicant shall receive final Identity Feature/Monument Sign design approval by the Planning Board and City Commission prior to final certificate of occupancy of phase 1.

Planning Board Recommendation:

The Planning Board unanimously recommended approval of the proposed Amendment to the Pulte Cornerstone Planned Development Zone with eight (8) conditions, at their April 13th, 2026, meeting.

Staff Recommendation:

The proposed application meets the standards of the City's Code Section 125-212, and 125-314. Therefore, Staff recommends that the City Commission recommend APPROVE the Final Planned Development Amendment to the Pulte Cornerstone Planned Development Zone, subject to the Eight (8) Conditions as noted.

Alternative Recommendations:

APPROVAL – with Amended/Additional Conditions

OR

DISAPPROVAL/DENIAL

ORDINANCE NO. 26-0xx

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE IN RESPECT OF TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA; TO APPROVE THE PULTE CORNERSTONE FINAL SITE PLAN**;** APPROVING THE FIRST AMENDMENT TO THE PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property incorporates two (2) parcels generally located at or near 2721 South Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 49.92 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as **Exhibit "A"**; and

WHEREAS, the subject property was rezoned to the Pulte Cornerstone Planned Development ("PD") by Ordinance No. 25-037 by the City Commission on February 2, 2026 with approval as a Master PD; and

WHEREAS, the Master Planned Development Site Plan for the Pulte Cornerstone PD was approved via Ordinance No. 25-037 by the City Commission on February 2, 2026; and

WHEREAS, the Planned Development Zoning Development Agreement ("Agreement") for the Pulte Cornerstone PD was approved via Ordinance No. 25-037 by the City Commission on February 2, 2026 and executed by all parties on _____; and

WHEREAS, the subject property is presently designated as (PD) Planned Development Zone with a Master Planned Development Site Plan ("Master PD") and with a Future Land Use of (RM) Medium Density Residential; and

WHEREAS, the applicant has applied for an amendment to the existing zoning of Planned Development Zone to approve and incorporate a Final Planned Development Site Plan as a Final Planned Development ("Final PD"); and

WHEREAS, it is the intent that this Final PD and any future amendments to the PD be consistent with the Master PD; and

WHEREAS, the proposed amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, an amendment to the Agreement is necessary with the Final PD approval to incorporate changes to the Agreement and development of the Pulte Cornerstone PD; and

WHEREAS, the City of Fort Pierce Planning Board, at their April 13, 2026, meeting, voted _____ to _____ to recommend approval of the proposed request for these parcels.

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

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this Ordinance.

SECTION 2. From and after the effective date hereof, this Ordinance approving a major amendment to the Planned Development Zoning is approved with respect to the following described properties:

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2.

From and after the effective date hereof, the following properties legally described as:

LANDS SITUATED IN SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE
COUNTY, FLORIDA, AS FOLLOWS:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)
THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.92 ACRES, MORE OR LESS

Said properties being generally located at or near 2721 South Jenkins Road in Fort Pierce, Florida having a Zoning Designation of Planned Development Zone (PD) with a Master Planned Development Site Plan, as depicted in the map at **Exhibit "A"** and the Sketch & Legal Description at **Exhibit "B,"** shall hereby have its zoning amended to incorporate and approve the Pulte Cornerstone Final Planned Development Site Plan at **Exhibit "C"**, the PD Criteria Requirements at **Exhibit "D"**, and the First Amendment to the Planned Development Zoning Agreement with the Conditions of Development therein included at **Exhibit "E"**, all attached hereto and incorporated herein.

SECTION 3. The First Amendment to the Planned Development Zoning Agreement at **Exhibit "E"**, attached hereto and incorporated herein by reference, is approved. The Planned Development Zoning Agreement, except as specifically amended by the First Amendment, shall remain in full force and effect.

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.25-037 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on_____, 2026; 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_____, 2026; and was duly introduced, read by title only, and passed on second and final reading _____, 2026, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this _____ day of _____ 2026.

_____
Linda Hudson
Mayor Commissioner

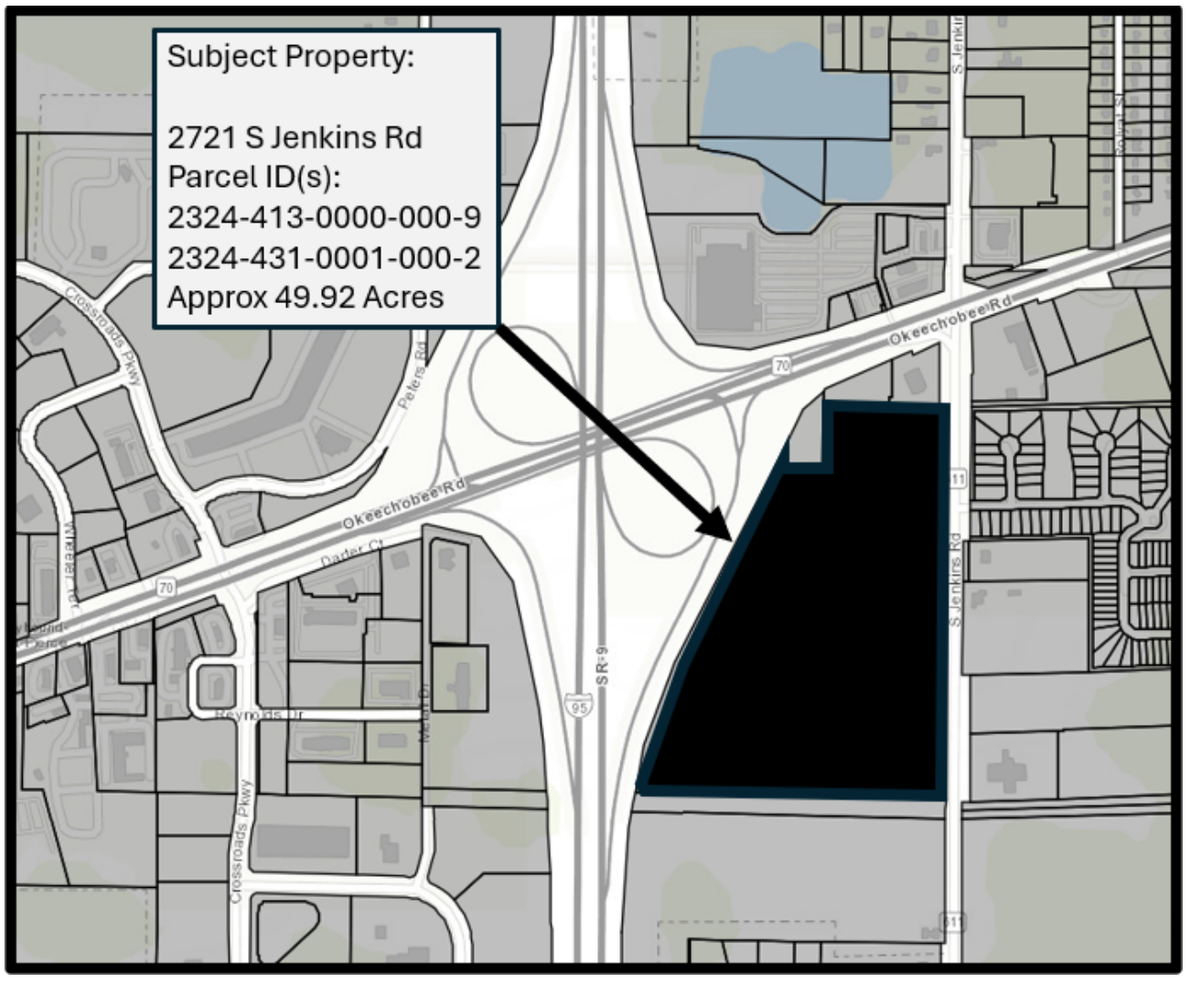
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

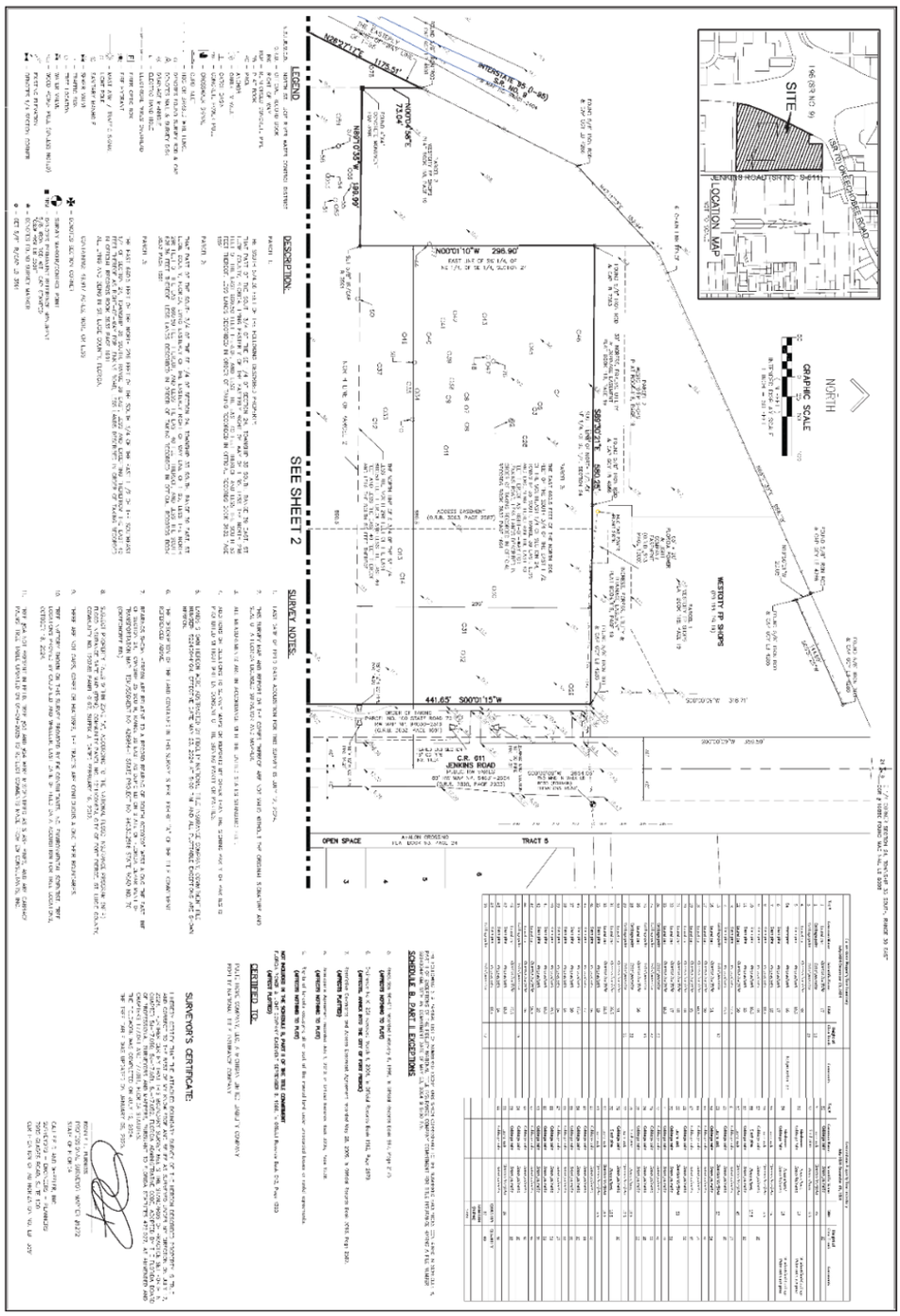
Parcels Subject to Amended Zoning

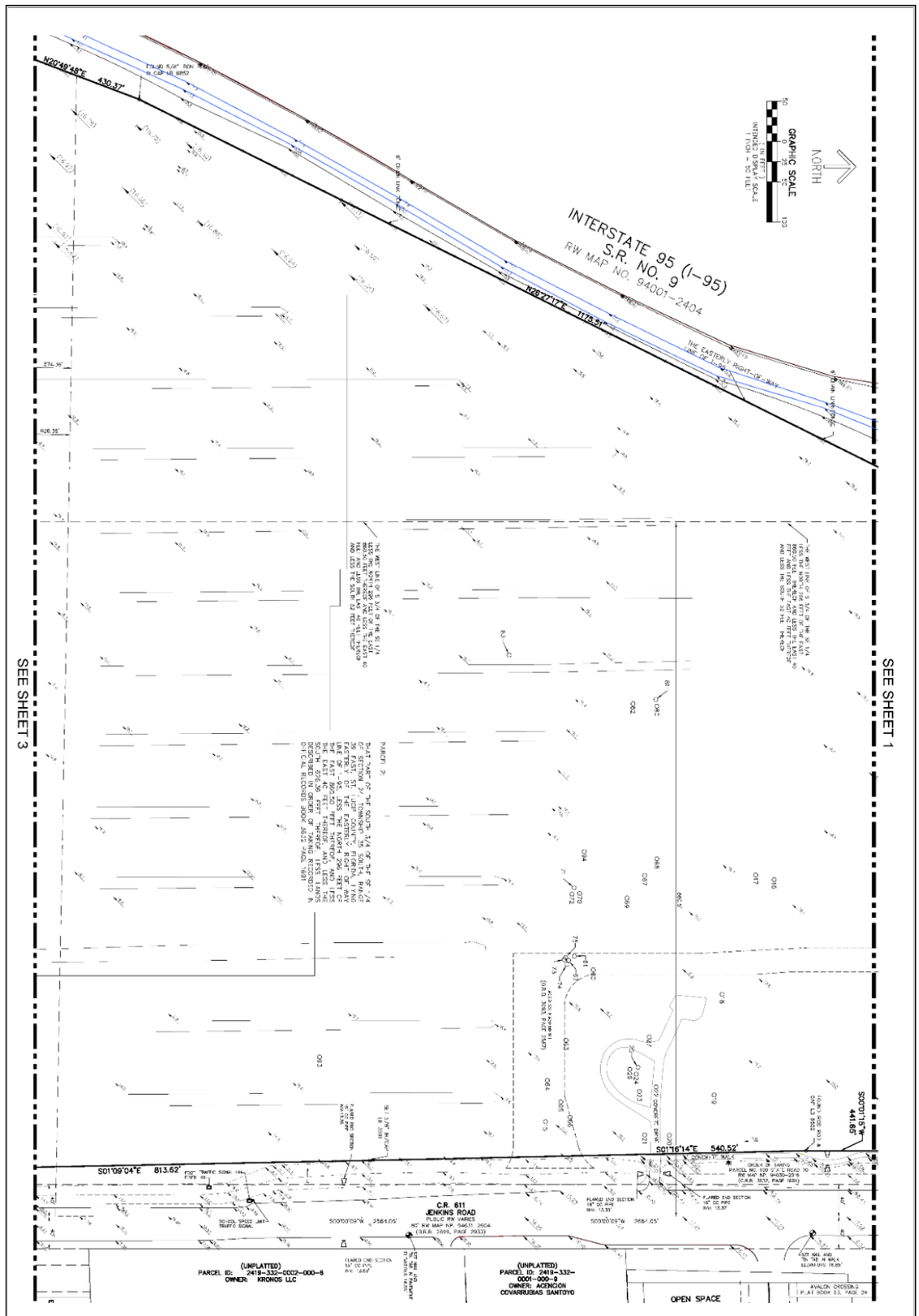


Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

EXHIBIT B

Sketch & Legal Description





SHEET 2 OF 3 SHEETS	JOB # 10108		DRAWN BY: RLL CHK'D BY: JTC	DATE: 8/20/2024 SCALE: AS SHOWN	ALTA/BOUNDARY & TOPOGRAPHIC SURVEY PULTE GROUP A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERS
LANDSCAPE ARCHITECTS • SURVEYORS
7900 GLADES ROAD, SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561) 392-1991 FAX (561) 750-1452

REVISIONS	DATE	BY
"DL" NAME: 10956-A-"A"-8x11-TOPO.dwg		

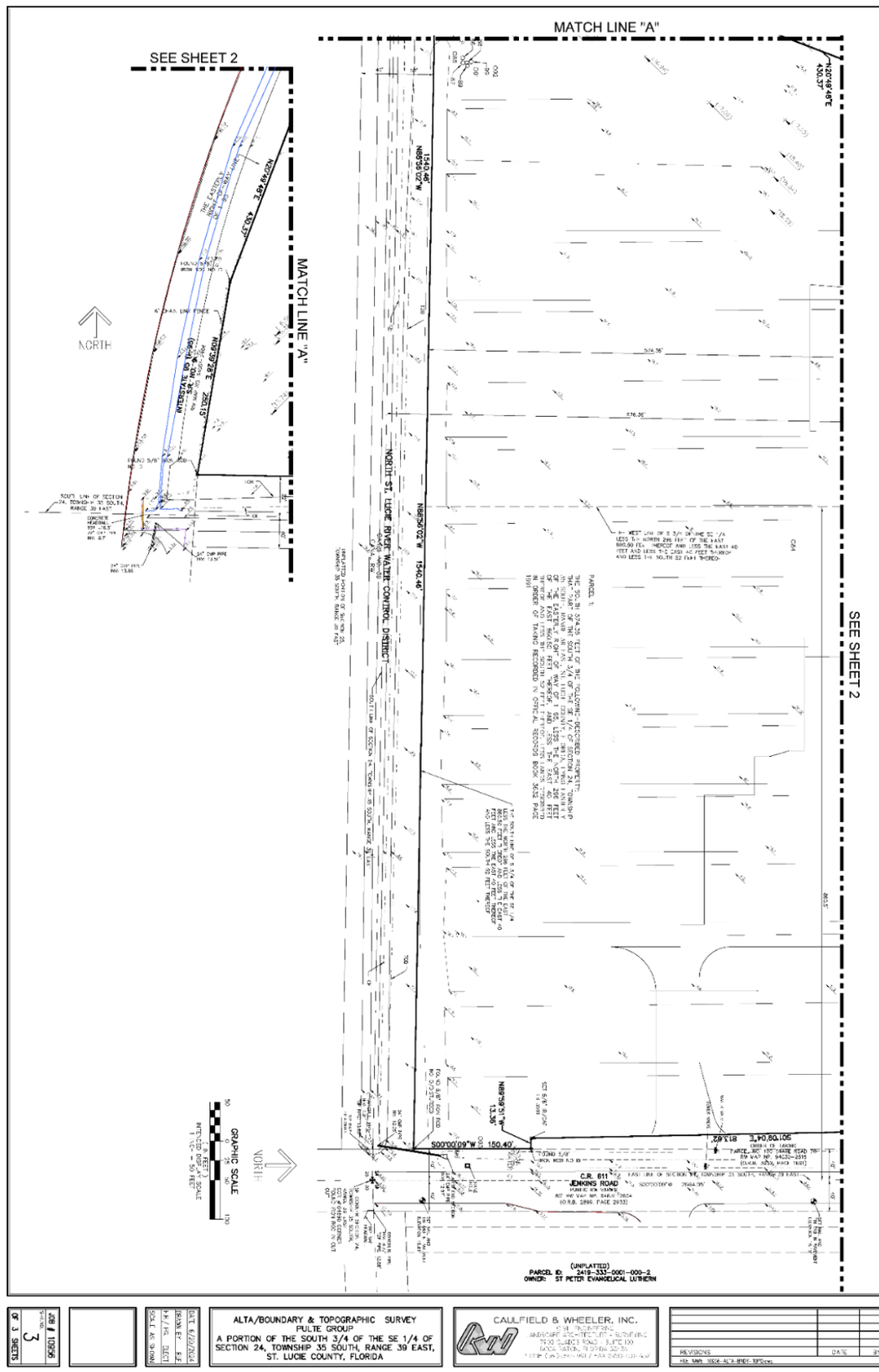

MATCH LINE "A"
SEE SHEET 2
NORTH
NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
GRAPHIC SCALE
C.R. 611
JENKINS ROAD
(UNPLATTED)
PARCEL ID: 2419-333-0001-000-2
OWNER: ST PETER EVANGELICAL LUTHERN
ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA
CAULFIELD & WHEELER, INC.
REVISIONS
DATE
BY
JOB # 10956
3
OF 3 SHEETS

EXHIBIT C

Final Planned Development Site Plan

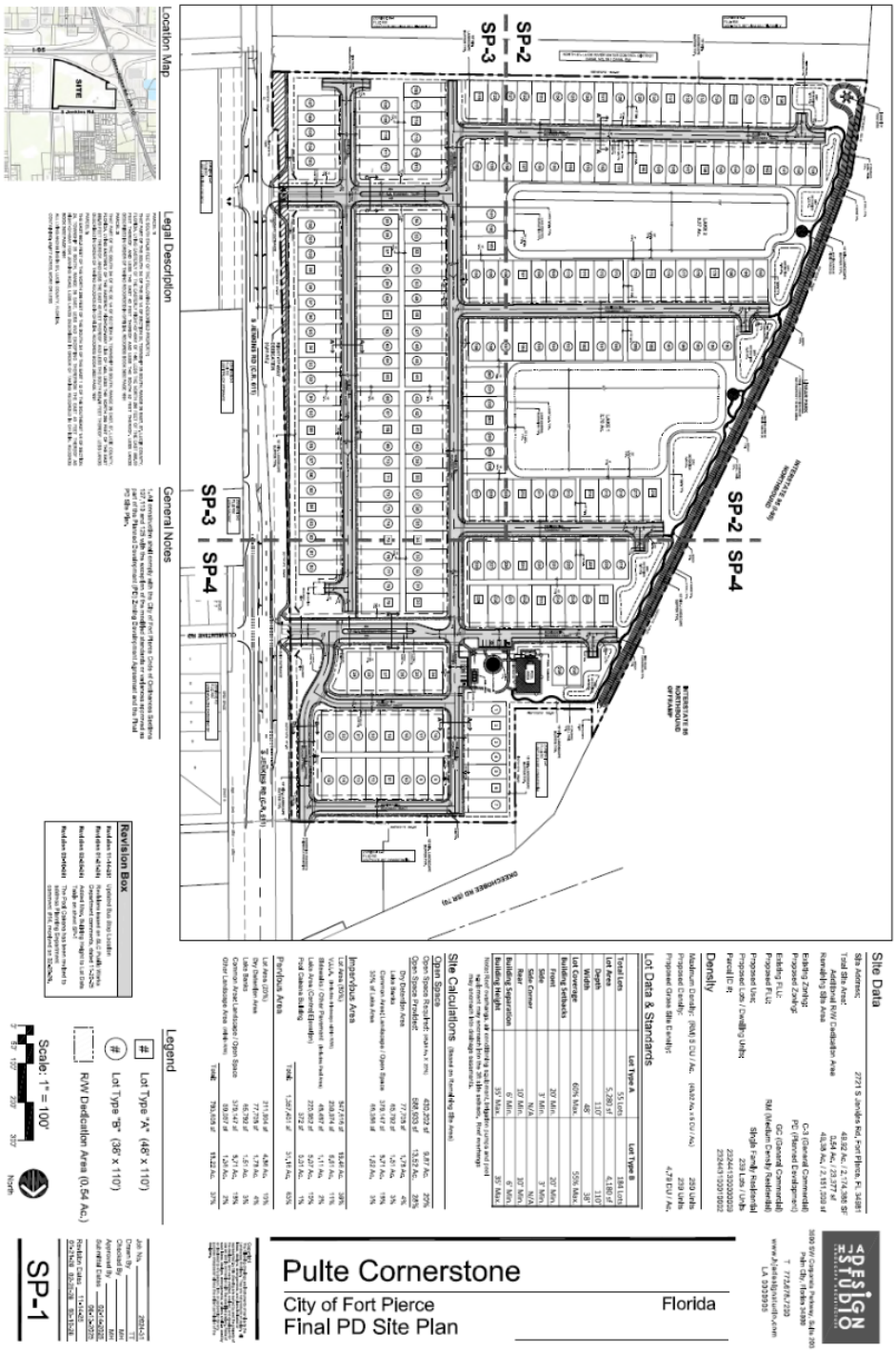


EXHIBIT D

PD Development Standards

Lot Standards	Lot Type A		Lot Type B	
	Adopted Standard	*Final Plan*	*Adopted Standard*	*Final Plan*
Lot Area	4,400 s.f. min.	5,280 s.f.	3,300 s.f. min.	4,180 s.f.
Lot Depth	110'	110'	110'	110'
Lot Width	40' min.	48'	30' min.	38'
Lot Coverage	60%	60% max.	55%	55% max
Front Setback	20'	20' min.	20'	20' min.
Side Setback	3'	3'min.	3'	3' min.
Side Corner Setback	N/A	N/A	N/A	N/A
Rear Setback	10'	10' min.	10'	10' min.
Building Separation	6'	6' min.	6'	6' min.

Site Standards	Adopted Standard	Final Plan
Rights of Way		
Entry Boulevard	70'	70'
Interior Streets	40'	40'
Pavement Lane Width		
Entry Boulevard	12'	12'
Interior Streets	10'	10'
Block Length (max)	1,400'	1,400'
Curb Type	Valley Gutter	Valley Gutter
Sidewalks		
Entry Boulevard	Both Sides of Street	Both Sides of Street
Interior Streets	One Side of Street	One Side of Street
Accessory uses allowed in rear/side setback		
AC Equipment	Yes	Yes
Fences	Yes	Yes
Patios	Yes	Yes
Pool Equipment	Yes	Yes
Screen enclosure	Yes	Yes
Roof Overhangs	Yes	Yes
Exterior Gas Water Heaters	Yes	Yes
Irrigation pumps and equipment	Yes	Yes

Open Space

All dry detention that is amenitized through bioswale or rain garden design shall be counted toward Open Space acreage.

Landscape Standards

Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - *Landscaping design standards for single- & two-family residential structures.*

The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*
The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). - *Maintenance of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III - Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

Increased Size of Code Required Trees:

Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants

EXHIBIT E

First Amendment to Planning Development Zoning Agreement

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PULTE CORNERSTONE PLANNED DEVELOPMENT
FIRST AMENDMENT TO PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT

This **FIRST AMENDMENT TO PLANNED DEVELOPMENT (PD) ZONING DEVELOPMENT AGREEMENT** (this "**Amendment**") is made and entered into this ___ day of _____, 2026, by and between **CORNERSTONE FORT PIERCE DEVELOPMENT, LLC**, a Delaware limited liability company, whose principal address is c/o Barings LLC, 300 South Tryon Street, Suite 2500, Charlotte, NC 28202 (the "**Owner**"), and the **CITY OF FORT PIERCE**, a political subdivision of the State of Florida (the "**City**").

WITNESSETH:

WHEREAS, Owner and City entered into a Planned Development (PD) Zoning Development Agreement on February 2, 2026 (the "Agreement"); and

WHEREAS, PULTE HOME COMPANY, LLC, a Michigan limited liability company (the "Applicant"), is currently under contract to purchase, and intends to develop, with the consent of the Owner, a 250-lot single family home Planned Development ("PD") community to be known as the "Pulte Cornerstone Planned Development" and described in the Agreement (the "Development"); and

WHEREAS, on February 2, 2026 the City Commission of the City of Fort Pierce ("City Commission") approved Ordinance No. 25-037, granting Master PD approval for the Development, approving a Master PD Site Plan, and approving the Agreement; and

WHEREAS, the Subject Property is still currently encumbered by an existing Restrictive Covenants and Access Easement Agreement dated May 7, 2009 ("Easement Agreement"), recorded in

Official Records Book 3093, Page 2587, of the Public Records of St. Lucie, County, Florida; and

WHEREAS, the Agreement requires an amendment to modify and include additional and specific terms related to the Final PD approval and the negotiations between the parties; and

WHEREAS, the Final PD development proposed is consistent with the City's comprehensive plan and land development regulations; and

WHEREAS, the City Commission adopted Ordinance No. 26-_____ (the "Ordinance") which approved the Final PD, the Final PD Site Plan, and this Amendment, the conditions with which the Development must comply.

NOW, THEREFORE, the parties do hereby agree as follows:

1. **Recitals; Conflicts; Defined Terms**. The above recitals are true and correct in all respects and are incorporated herein by reference. In the event of any conflict or inconsistency between the terms and provisions of the Agreement and this Amendment, the terms and provisions of this Amendment shall control and prevail. Defined terms as evidenced by their capitalization shall have the same meaning as that specified in the Agreement, except as otherwise defined herein.

2. **Revision to Duration of Agreement.** To be consistent with the Development Timeline attached hereto, Paragraph 4 of the Agreement ("Duration of Agreement") is hereby deleted in its entirety and replaced by the following paragraph:

> **Duration of Agreement**. This Agreement shall be effective, shall run with the land and shall be binding on all parties and all persons claiming under it for an initial term of ten (10) years from the Effective Date hereof (the "**Expiration Date**"). Unless otherwise agreed upon by the parties in writing, this Agreement shall not be renewed automatically for successive terms, except it may be extended as permitted pursuant to Florida Statutes 252.363 or other applicable laws, or pursuant to the provisions set forth in the Development Timeline attached hereto as **Exhibit "3".**

3. **Revision to Phasing Requirements.** Paragraph 5 of the Agreement ("Phasing Requirements") is hereby deleted in its entirety and replaced by the following paragraph:

Phasing Requirements. The Project shall be constructed in two (2) phases as more specifically shown on the phasing plan attached hereto and made a part hereof as **Exhibit "7"** (the "**Phasing Plan**") and in accordance with the following:

A. **Phase 1:** Construction of Phase 1 shall include the following: Phase 1 will include the lots and infrastructure within the central portion of the site labelled "Phase 1" on the Phasing Plan, and the south and north entrances to Jenkins Road including turn lanes as required for vehicular access. The two lakes (labelled "Lake 1" and "Lake 2" on the Phasing Plan) and adjacent dry detention areas within Phase 1 will be constructed to provide stormwater treatment and attenuation for Phase 1. Drainage inlets and piping for the roadways and lots in Phase 1 will be installed along with the outfall pipe and discharge control structure connecting to the N.S.L.R.W.C.D. Canal No. 39 on the south side of the Project.

The required water distribution system to provide domestic water use to the Phase 1 lots and for fire protection (fire hydrant installations) for Phase 1, will be installed along with the required sewage collection system, sewage pump station and force main to serve Phase 1. The streets within Phase 1 will be paved and completed (only the first asphalt lift is required for phase certification) for this phase and all necessary temporary facilities such as tee turnarounds will be installed to accommodate fire truck and garbage truck access. Only common area sidewalks will be installed for phase

certification. All sidewalks located along the front of lots shall be installed at the time each individual home is completed.

All other required infrastructure such as power, communications, etc. will be provided to support Phase 1 and coordinated with the appropriate utility providers.

Phase 1 will have a sub-phase for the model homes (the lots labelled "M" on the Phasing Plan) that will include all required utility infrastructure, paving, grading and drainage serving the model homes. The mail kiosk along with seven (7) parking spaces (6 standard spaces and one handicap space) as shown on the Phasing Plan will be built in Phase 1.

B. **Phase 2:** Construction of Phase 2 shall include the following: Phase 2 will be constructed to complete the Project's infrastructure and include all of the required improvements both on-site and off-site. Only common area sidewalks will be installed for phase certification. All sidewalks located along the front of lots shall be installed at the time each individual home is completed. The central amenities at the pool area as shown on the Phasing Plan will be constructed in Phase 2, other than the mail kiosk and seven (7) parking spaces as referenced above.

All stormwater infrastructure serving Phase 2 shall be completed prior to the first certificate of occupancy being issued for any home in Phase 2.

Exhibit "7" attached to this Amendment is hereby incorporated into and made a part of the Agreement.

4. **Site Plans.** The following sentences are hereby added to the end of Paragraph 6.A of the Agreement ("Site Plans"):

The Final PD Site Plan, attached hereto as **Exhibit "2-B**" and incorporated herein by

reference, was approved by the City Commission. The Final PD Site Plan shall be strictly adhered to unless an amendment is approved pursuant to the Code. Any amendment to the Final PD Site Plan, except a minor amendment pursuant to the Code, shall require a written amendment to this Agreement. Any minor amendment to the Final PD Site Plan approved by the Planning Department pursuant to the Code shall be deemed automatically incorporated into, and made a part of, this Agreement without the need for further action, amendment, or consent by the parties hereto. Upon approval, such minor amendment to the Final PD Site Plan shall supersede and replace the corresponding portion of the previously approved Final PD Site Plan for all purposes under this Agreement. A copy of each approved minor amendment to the Final PD Site Plan shall be maintained on file with the Planning Department, and such filed version shall be deemed the controlling version for purposes of interpretation and enforcement of this Agreement.

Exhibit "2-B" attached to this Amendment is hereby incorporated into and made a part of the Agreement.

5. **Development Timeline. Exhibit "3"**, referenced in Paragraph 6.B of the Agreement ("Development Timeline") is hereby deleted in its entirety and replaced by the document attached hereto and labeled **Replacement Exhibit "3"** and by this reference incorporated into the Agreement.

6. **Public Benefit.** The following sentence is hereby added to the end of Paragraph 6.G of the Agreement ("Public Benefit"):

The applicant shall receive final design approval for the forgoing entry monument (the "Identity Feature/Monument") by the Planning Board and City Commission prior to issuance of the final certificate of occupancy for Phase 1. The Identity Feature/Monument shall be installed by the developer at the location shown on the site

plan prior to the issuance of the 137th building permit for residential units within the Project. The Identity Feature/Monument shall be maintained in perpetuity by the homeowners' association for the Project.

7. **Project Compliance. Exhibit "6"**, referenced in Paragraph 11 of the Agreement ("Project Compliance") is hereby deleted in its entirety and replaced by the document attached hereto and labeled **Replacement Exhibit "6"** and by this reference incorporated into the Agreement.

8. **Indemnify; Hold Harmless; Defend.** The following shall be added to the end of Paragraph 12 of the Agreement ("Indemnify; Hold Harmless; Defend):

> Owner shall also specifically indemnify, defend, and hold harmless the City from and against any and all liabilities, claims, causes of action, judgments, monetary obligations, or legal claims whatsoever arising out of or in any way related to (i) the City's review, approval, denial, or conditioning of any sidewalks associated with this Project; and (ii) the design, location, construction, reconstruction, installation, maintenance, repair, use, non-use, delay in construction, or failure to construct any such sidewalks, whether performed by Owner or any other party, including but not limited to claims alleging loss of access, safety issues, ADA compliance, physical injury, death, or property impacts. The obligations of Owner under this Section, including without limitation the duties to indemnify, defend, and hold harmless the City, shall survive the expiration, completion, termination, or cancellation of this Agreement, and shall apply regardless of whether the claims arise or are known before or after such expiration, completion, termination, or cancellation.

9. **No Further Amendment.** Except as specifically modified and amended herein, the Agreement shall remain in full force and effect.

10. **Entire Agreement.** This Amendment 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 Amendment 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.

11. **Severability.** If any term or provision of this Amendment, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Amendment, 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 Amendment shall be deemed valid and enforceable to the extent permitted by law.

12. **Recording.** The City shall record this Amendment in the public records with the clerk of court in St. Lucie County within 14 days of the effective date of this Amendment. Failure of the City to record this Amendment shall not void this Amendment or be deemed a default.

13. **Counterparts.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be made and entered into the day and year first written. The date of this Amendment shall be the date on which this Amendment was approved by the City Commission of Fort Pierce.

WITNESSES:

Print Name: _____
Address: _____

Print Name: _____
Address: _____
_____

OWNER:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company,

By: _____
_____
Printed Name_____
Title:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____day of _____, 2026, by _____, as _____ of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, on behalf of said company. Said person is (check one) □ personally known to me, □ produced a driver's license (issued by a state of the United States within the last five (5) years) as identification, or □ produced other identification, to wit:_____

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

(NOTARY SEAL)

CITY OF FORT PIERCE:

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox,
City Clerk

(SEAL)

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

CONSENTING SIGNATORY ONLY

APPLICANT: PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: _____
Its: _____

Witness: _____
Print: _____
Address: _____
_____

Witness: _____
Print: _____
Address: _____
_____

STATE OF FLORIDA
COUNTY OF _____

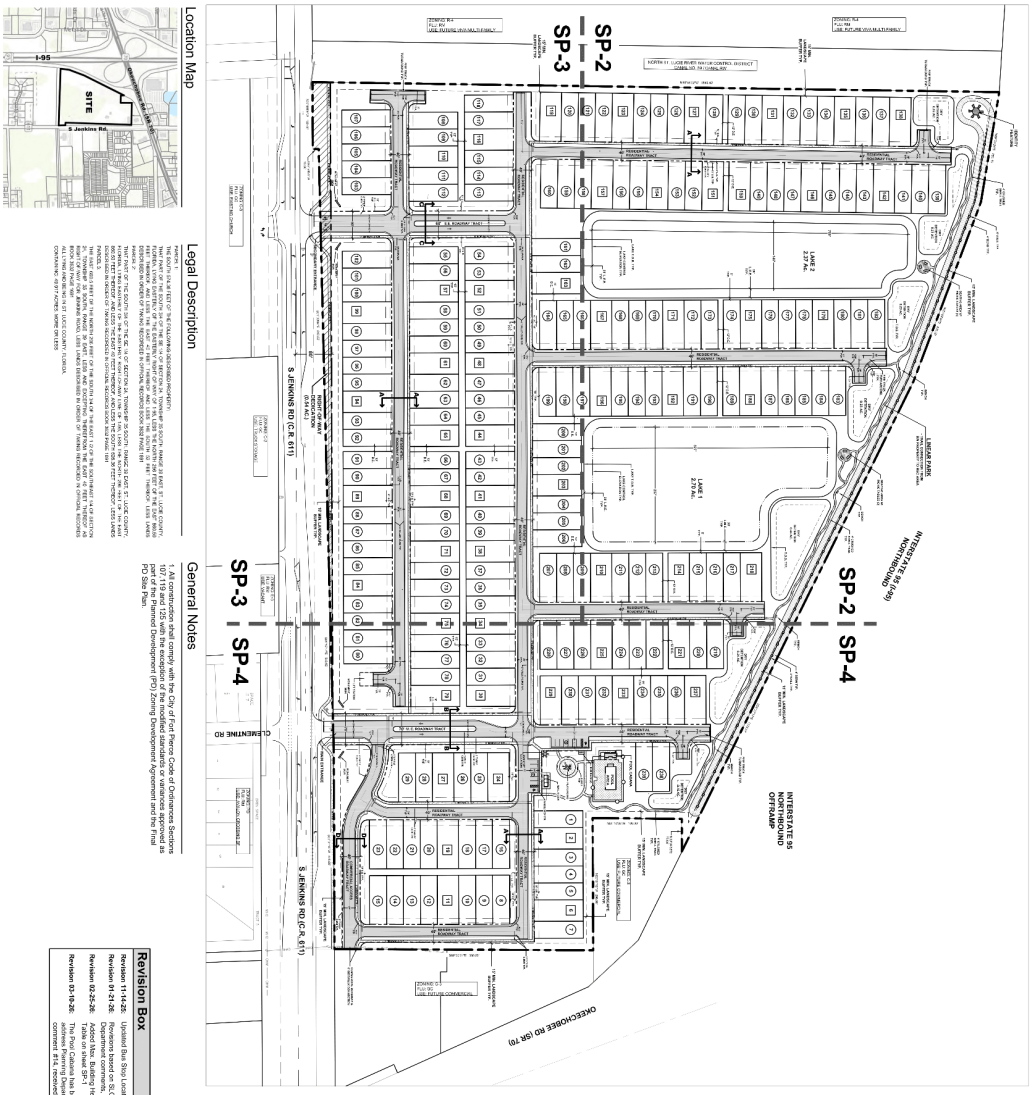
The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____, as _____ of Pulte Home Company, LLC, a Michigan limited liability company, who [__] is personally known to me [__] has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT 2-B

FINAL PD SITE PLAN



Site Data

Site Address:	2721 S Jenkins Rd, Fort Pierce, FL 34951
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication Area	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	239 Lots / Units
Parcel ID #:	2334413000000009 2334413000100002

Density

Maximum Density: (RM) 5 DU / Ac. (49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:	239 Units
Proposed Gross Site Density:	4.79 DU / Ac.

Lot Data & Standards

	Lot Type A	Lot Type B
Total Lots	55 Lots	184 Lots
Lot Area	5,280 sf	4,180 sf
Depth	110'	110'
Width	48'	38'
Lot Coverage	60% Max.	55% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	10' Min.	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.
Building Height	35' Max.	35' Max.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Site Calculations (Based on Remaining Site Area)

Open Space

Open Space Required: (15.38 Ac. x 20%)	430,202 sf	9.87 Ac.	20%
Open Space Provided:	588,933 sf	13.52 Ac.	28%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area Landscape / Open Space	379,147 sf	8.71 Ac.	18%
30% of Lake Area	66,286 sf	1.52 Ac.	3%

Impervious Area

Lot Area (80%)	847,616 sf	19.46 Ac.	39%
V.U.A. (Includes driveways within R/W)	239,974 sf	5.51 Ac.	11%
Sidewalks / Other Pavement (Includes Pool Area)	48,487 sf	1.11 Ac.	2%
Lake Area (Control Elevation)	220,952 sf	5.07 Ac.	10%
Pool Cabana Building	372 sf	0.01 Ac.	1%
Impervious Area	1,357,401 sf	31.16 Ac.	63%

Pervious Area

Lot Area (20%)	211,904 sf	4.86 Ac.	10%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area Landscape / Open Space	379,147 sf	8.71 Ac.	18%
Other Landscape Area (min. 5%)	59,057 sf	1.36 Ac.	2%
Total:	793,608 sf	18.22 Ac.	37%

Location Map

Legal Description

THE SOUTH 334.96 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 334.96 FEET OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 660.00 FEET OF GOVERNMENT LOT 3 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 41 EAST, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF THE LATEST RECORDED RIGHT-OF-WAY MAP FOR STATE ROAD NO. 611 (JENKINS ROAD), AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 858 PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TOGETHER WITH:

THAT PART OF THE SOUTH 1/2 OF THE E. 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF SAID SECTION 34, 1320.00 FEET; THENCE WEST 660.00 FEET; THENCE NORTH 334.96 FEET; THENCE EAST 660.00 FEET TO THE EAST LINE OF SAID SECTION 34; THENCE SOUTH 334.96 FEET TO THE POINT OF BEGINNING. LESS AND EXCEPTING THEREFROM THE EAST 30 FEET THEREOF AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 858 PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

PARCEL 2:

THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 660.00 FEET OF GOVERNMENT LOT 3 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 41 EAST, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF THE LATEST RECORDED RIGHT-OF-WAY MAP FOR STATE ROAD NO. 611 (JENKINS ROAD), AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 858 PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

LESS AND EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 334.96 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 1/2 OF THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTH 1/2 OF THE EAST 660.00 FEET OF GOVERNMENT LOT 3 OF THE FRACTIONAL NORTHEAST 1/4 OF SECTION 34, TOWNSHIP 33 SOUTH, RANGE 41 EAST, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF THE LATEST RECORDED RIGHT-OF-WAY MAP FOR STATE ROAD NO. 611 (JENKINS ROAD), AS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 858 PAGE 191, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

General Notes

1. All construction shall comply with the City of Fort Pierce Code of Ordinances Sections 111.01 thru 111.15, Planned Development (PD) Zoning Development Agreement and the Final PD Site Plan.

Revision Box

Revision 11-14-25:	Updated Bus Stop Location
Revision 01-21-26:	Revisions based on St.C Public Works Department comments, dated 11-20-25
Revision 02-25-26:	Table on Sheet SP-1 Height to Lot Data
Revision 03-10-26:	The Post Cabana has been revised to comment #14, received on 02-20-26.

Legend

- [#] Lot Type "A" (48' x 110')
- (#) Lot Type "B" (38' x 110')
- R/W Dedication Area (0.54 Ac.)

Scale: 1" = 100'

0 50 100 200 300

North

DESIGN STUDIO
3500 SW Corporate Parkway, Suite 203
Palm City, Florida 34990
T 772.678.7200
www.hjdesignstudio.com
LA 0001005

Pulte Cornerstone

City of Fort Pierce — Florida

Final PD Site Plan

Copyright
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Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	02-14-2025 06-13-2025
Revision Dates	11-14-25 01-21-26 02-25-26 03-10-26

SP-1

6331366.v1

REPLACEMENT EXHIBIT "3"

DEVELOPMENT TIMELINE

Phase 1: Phase 1 of the Development shall be completed within five (5) years of the Effective Date of the Final Planned Development approval.

Phase 2: Phase 2 of the Development shall be completed within five (5) years of the completion date of Phase 1.

For purposes of this timeline, a phase shall be considered "completed" when all infrastructure for that phase has been constructed, and all homes within that phase have received a certificate of occupancy. In the event that a phase is not completed in accordance with this timeline, the intent of this timeline is not to require Owner to abandon an uncompleted partially-built community. If the completion of a phase is delayed by factors outside of Owner's control, such as a decline in the residential real estate market (as measured by a decline of ten percent (10%) or more in either single-family home sales or median single-family home prices in Florida, according to Florida Realtors housing data), unavailability of essential materials or labor, pandemic, hurricane, tropical storm, windstorm, fire, flood or other acts of God, then Owner may request a reasonable extension of the deadlines in this timeline as may be necessary to complete a phase of the Development, which the City shall not unreasonably deny. The deadlines in this timeline may also be extended by mutual agreement of the City and Owner, or pursuant to Florida Statutes 252.363 or other applicable laws.

REPLACEMENT EXHIBIT 6

CONDITIONS OF DEVELOPMENT: FINAL PD

1. 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.

2. A Gopher Tortoise Survey shall be submitted ninety (90) days prior to land clearing.

3. 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.

4. 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.

5. 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.

6. Prior to plat approval, 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.

   Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise. From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors:

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

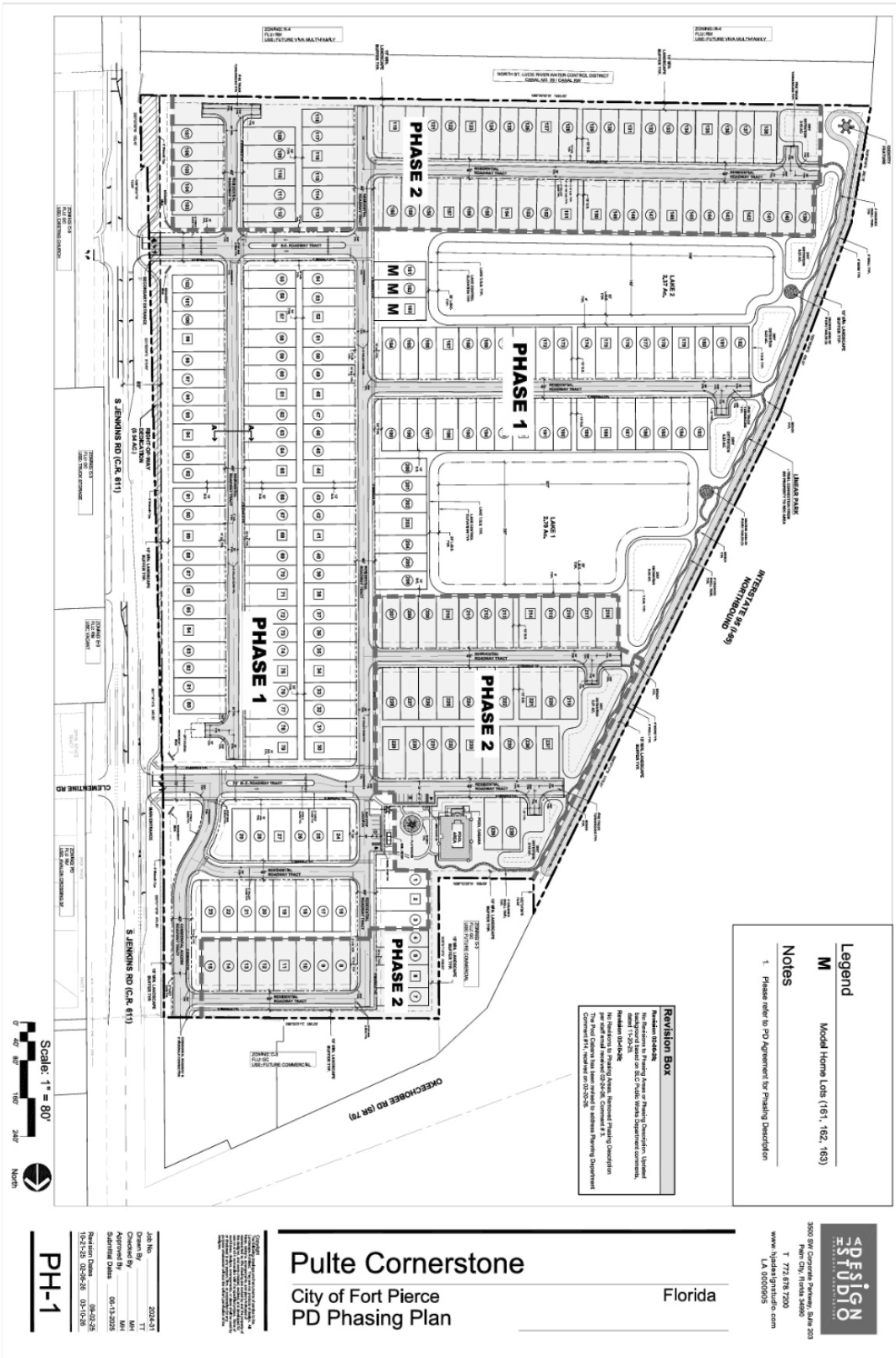
From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

7. 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 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.

8. The applicant shall receive final Identity Feature/Monument design approval by the Planning Board and City Commission prior to final certificate of occupancy of phase 1.

EXHIBIT 7
PHASING PLAN



DISTRICT PLANNING GROUP

PROJECT NARRATIVE

Pulte Cornerstone

Final Planned Development

Revised February 5, 2026

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Summary

Pulte is proposing a 239-lot single family home Planned Development community with associated amenities at 2721 S. Jenkins Road, which received approval for a Future Land Use Map Amendment and Master Planned Development approval for up to 250 homes on February 2, 2026 from the City of Fort Pierce City Commission. This site is located just south of the Okeechobee Road commercial service area, to the west of the Avalon Crossings Planned Development, to the north of the approved Viva West community, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road.



The site consists of two parcels totaling 49.92 acres, with a Future Land Use designation of Medium Density Residential (RM). RM Future Land Use permits density of between 6.5 – 12 units per acre, and the proposed 239 lot development is substantially less dense than the 599 units permitted under RM Future Land Use. The density proposed is 4.79 dwelling units per acre. Therefore, this development proposal is a significant decrease in density.

It is the intent of this Planned Development to provide high quality neighborhood living in a range of lot sizes to appeal to a broad range of future homeowners with creative on-site amenities. The site is

strategically located within a short walk of neighborhood services, schools and workplace centers, with easy access to the State's Intermodal System of I-95 and the Florida Turnpike.

Cornerstone Final Planned Development Site Plan

The Final Planned Development Site Plan prepared by Todd Troxell, ALSA, of HJA Design Studio is shown below. The site is beneficial in terms of close access to goods, services, jobs, schools and highways, but also presents a design challenge, as it backs up to I-95. Care has been taken in this design to minimize impacts from the I-95 adjacency through creative site design, a heavily landscaped and bermed wall, and the inclusion of a 3.5 acre linear and pocket park to buffer homes from the busy road.



The Final Plan design mixes single family lot sizes that provide home sizes and designs for a range of homeowner needs. The site is designed with a grid network of tree-lined streets which have been designed to eliminate any home's back yards to back up to I-95 as a means of mitigating noise and maximizing neighborhood cohesion.

A meandering linear park connects the recreational area to a pocket park and provides, on average, a 95' landscaped, naturalized buffer for the new neighborhood from I-95. The linear park leverages a creative use of stormwater facilities by transforming them into bioswales and rain gardens through which a meandering 1/3 mile long walking path winds with resting stops overlooking the naturalized and lake vistas. At the southwest corner of the property, and at the terminus of the linear park, lies a pocket park where an identity feature is proposed. This identity feature will be visible to the travelling public on I-95, and is intended to create a beautiful and unique sense of arrival to the City of Fort Pierce while exhibiting the quality of design homebuyers will find in the new Cornerstone neighborhood.

Because of increasing traffic and a planned expansion of Jenkins Road, Pulte is proposing a unique solution for its northern neighbor's access challenges by constructing a separate access for their commercial site through the Cornerstone property. The access easement providing for this shared entrance has been executed and will be recorded on closing. Not only will this benefit the commercial property owner to the north, it provides both vehicular and multimodal access for residents of this community to access goods and services at the connected commercial site.

The new community's southern access aligns with Independence Classical Academy's (K-12 charter school) entrance, at St. Lucie County's request, where a traffic signal is planned for construction due to the school's impact. This alignment creates a number of benefits for the travelling public, both motorized and non-motorized, and Pulte will provide the County with a proportionate fair share toward the installation of the traffic signal.

Planned Development Statement of Benefits

The City of Fort Pierce Planned Development Code (Section 125-212 (a)) outlines the purpose of the Planned Development zoning district:

> *The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.*

Pulte Cornerstone Planned Development is consistent with the Purpose of the Planned Development District as follows:

1. **Resilient Living and Working Environment**
    a. The chosen location, adjacent to walkable goods, services, jobs, schools and churches provides for a resilient living and working environment. Convenient vehicle access to the

State's Intermodal System of I-95 and the Turnpike provide fewer vehicle miles travelled (VMTs) for commuting outside the Fort Pierce area.

2. **Enlightened and Imaginative Approaches to Community Planning**
    a. Recognizing that this site is an important entrance into the City of Fort Pierce from I-95, Pulte plans to invest in an identity feature to be installed at the southwest corner of the site visible to northbound drivers on I-95 along the northbound off ramp. It is the goal of this investment to set the tone for those entering the City to expect a special place.
3. **Enlightened and Imaginative Approaches to Stormwater Infrastructure**
    a. Stormwater has been designed within the site to create vistas and amenities for residents as well as create enhanced water quality outcomes. The landscaped walking trail that meanders between bioswales and rain gardens between the cabana pool and the pocket park along the western boundary of the property functions as wildlife habitat, a redevelopment of Florida forested areas, a stormwater system planted to reduce nutrient load and a shaded area for walking and jogging.
4. **Enlightened and Imaginative Approaches to Property Design**
    a. The site is designed with a grid network of tree-lined streets which have been designed to eliminate any home's back yards to back up to I-95 as a means of mitigating noise and maximizing neighborhood cohesion. Stormwater infrastructure is re-imagined as an amenity, and a vehicular and pedestrian connection to the adjacent commercial parcel is designed to create value for both new residents and commercial success. The school bus stop is located near the recreation area, adjacent to parking for parents and a playground for children.
5. **Variety of Natural Features and Scenic Areas**
    a. Lakes, bioswales, and rain gardens turn standard stormwater management into beautiful vistas and passive recreation areas.
    b. Street trees, spaced every 50' along all interior roads create a sense of outdoor living space, shaded walking areas and a cohesive community design.
6. **Efficient and Economical Land Use**
    a. Two (2) lot types provide for a variety of home options and visual variety in the neighborhood. This variety provides homes at varying price points which can meet the needs of many different residents.
    b. The location of this new neighborhood provides for an efficient land use, locating 239 residences in close proximity to goods, services, jobs, schools and highways.
7. **Improved Amenities**
    a. Amenities include a cabana and pool, interconnected and meandering walking trail through bioswales and rain gardens, pocket park, custom identity feature visible from I-95, pedestrian connection to adjacent commercial uses and centralized mail kiosk, school bus stop and playground at the recreational center.
8. **Orderly and Economic Development**
    a. This development is consistent with approved and newly developed residential uses to the east and south, while building on the rich mix of uses around it: commercial uses to the north, schools in walking distance to the east and north, and churches to the east and south.
9. **Protection of Adjacent Uses (Existing and Future)**

a. An access easement has been signed with the commercial property owner to the north, and Pulte will build and landscape the commercial access in Phase One of the community's development to enable development of the commercial site.
The development's southern access aligns with Independence Classical Academy's (K-12 charter school) entrance, at St. Lucie County's request, where a traffic signal is planned for construction due to the school's impact. This alignment creates a number of benefits for the travelling public, both motorized and non-motorized, and Pulte will provide the County with a proportionate fair share toward the installation of the traffic signal.

Subject Property Existing Conditions

Future Land Use and Zoning

Parcel IDs	2324-413-0000-000-9, 2324-431-0001-000-2
Location	South of the Okeechobee Road commercial service area, to the west of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road
Jurisdiction	City of Fort Pierce, FL
Future Land Use	Medium Density Residential (6.5 – 12 units per acre)
Zoning District	Planned Development (PD)

Consistency with Existing Character

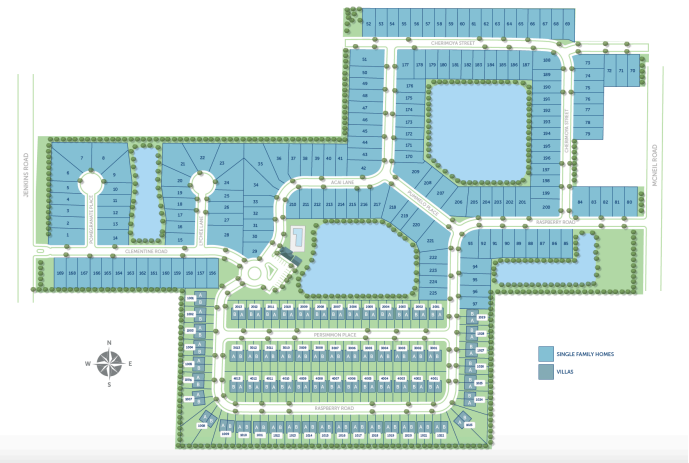
The trend of development in this area is toward providing much-needed residential development close to excellent commuting access on I-95 and the Turnpike, and walkable access to neighborhood services and retail at the intersection of Okeechobee and Jenkins Road. Within the past five (5) years, residential development plans have been approved directly to the east (Avalon Crossing single family Planned Development) and to the south (Viva West residential R-4 rental community.) Much of Avalon Crossing has been constructed, demonstrating buyer demand for housing in this area.

Both Avalon Crossing and Viva West carry a Medium Density Residential (RM) designation allowing for between 6.5 and 12 units per acre. Therefore, a Planned Development at a density of 4.79 units per acre is proposed for this adjacent site, consistent with recent neighboring development to the east and south.

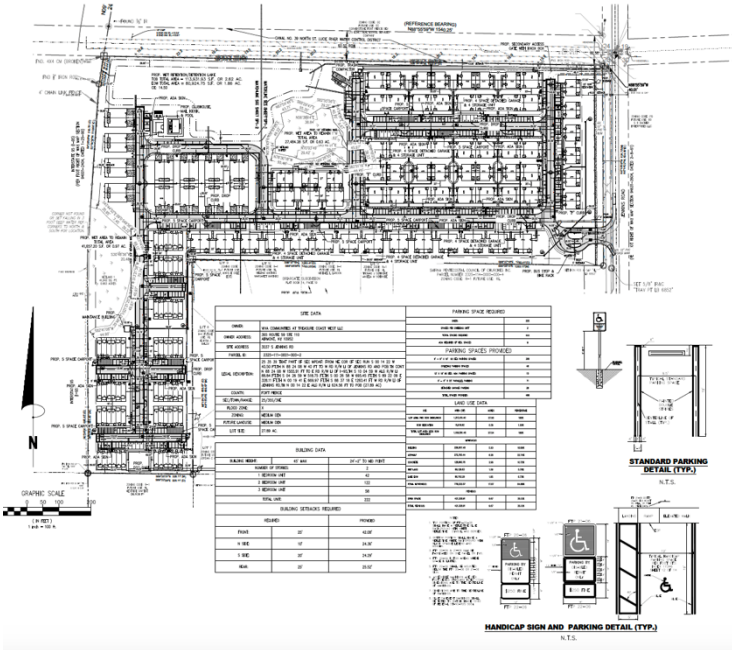
These two (2) residential developments within the vicinity of the subject site were approved through different processes and standards: one a PD, and the other, under the R-4 Zoning District regulations. More specifically, in January 2024, the Fort Pierce City Commission approved the Viva West Rental Community consisting of 222 rental units. Viva West will consist of one-bedroom, two-bedroom and three-bedroom duplexes as well as two-bedroom row houses. Viva East is the sister project to Viva West. Both communities will make use of shared amenities. The architecture for this project is based on the Florida Cracker style.

The Avalon Crossing site consists of approximately 74.2 acres with a Future Land Use designation of RM and a compatible zoning classification of PD. It was constructed in two (2) phases, with the first phase approved on October 7, 2019, and the latter on August 15, 2022.

Avalon Crossings Planned Development



Viva West Residential Development



Adopted Cornerstone Planned Development Standards

The adopted Cornerstone Master Planned Development provided for the following development standards, itemized below. The charts below call out the adopted minimum standards in blue, and the final dimensions as designed in the Final Planned Development Site Plan in green. The final plan design meets or exceeds all adopted MPD Standards.

Lot Standards	**Lot Type A**		**Lot Type B**	
	Adopted Standard	*Final Plan*	*Adopted Standard*	*Final Plan*
Lot Area	4,400 s.f. min.	5,280 s.f.	3,300 s.f. min.	4,180 s.f.
Lot Depth	110’	110’	110’	110’
Lot Width	40’ min.	48’	30’ min.	38’
Lot Coverage	60%	60% max.	55%	55% max
Front Setback	20’	20’ min.	20’	20’ min.
Side Setback	3’	3’min.	3’	3’ min.
Side Corner Setback	N/A	N/A	N/A	N/A
Rear Setback	10’	10’ min.	10’	10’ min.
Building Separation	6’	6’ min.	6’	6’ min.

Site Standards	Adopted Standard	Final Plan
Rights of Way		
Entry Boulevard	70’	70’
Interior Streets	40’	40’
Pavement Lane Width		
Entry Boulevard	12’	12’
Interior Streets	10’	10’
Block Length (max)	1,400’	1,400’
Curb Type	Valley Gutter	Valley Gutter
Sidewalks		
Entry Boulevard	Both Sides of Street	Both Sides of Street
Interior Streets	One Side of Street	One Side of Street
Accessory uses allowed in rear/side setback		
AC Equipment	Yes	Yes
Fences	Yes	Yes
Patios	Yes	Yes
Pool Equipment	Yes	Yes
Screen enclosure	Yes	Yes
Roof Overhangs	Yes	Yes
Exterior Gas Water Heaters	Yes	Yes
Irrigation pumps and equipment	Yes	Yes

Open Space

All dry detention that is amenitized through bioswale or rain garden design shall be counted toward Open Space acreage.

Landscape Standards

Fort Pierce Land Development Ordinances: Chapter 123, Article II

Sec. 123-36. - Landscaping design standards for single- & two-family residential structures.

The tree and shrub requirements of this section shall not be applicable.

Sec. 123-37. (1). - *Requirements for plant materials.*
The Pulte Cornerstone PD shall comply with all requirements of the above referenced section.

Sec. 123-37. (11). - *Installation of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Sec. 123-37. (12). – *Maintenance of landscaping.*
The Pulte Cornerstone PD shall comply with the above referenced section.

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Perimeter Landscape Strip adjacent to an abutting Property:
A fifteen foot (15') minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of one (1) tree per thirty (30) linear feet based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together (as seen fit) rather than evenly spaced thirty (30) feet on center. Required shrub hedges shall be spaced a maximum of 36-inches on center and shall maintained to form a 36-inches or higher continuous visual screen within a maximum of one (1) year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and six (6) foot fences or walls shall be allowed within landscape strips.

Street Trees along Internal Roadways:
Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Mitigation/Replacement Standards
Fort Pierce Land Development Ordinances: Chapter 123, Article III – Tree Protection
All sections under Chapter 123, Article III – Tree Protection shall be applicable.

As part of the Pulte Cornerstone PD, the following is an addition to **Section 123-66. - Tree Protection and Mitigation** to provide a few alternative methods for obtaining inch credit towards tree replacement. These additions or alternative methods will help promote and encourage the following:

- the planting of larger trees
- the creation of native habitat
- enhanced stormwater treatment systems
- minimizing sod areas which reduces watering needs, fertilizer and maintenance
- reduction in long term irrigation needs

The following may be implemented in all common areas of the Pulte Cornerstone PD:

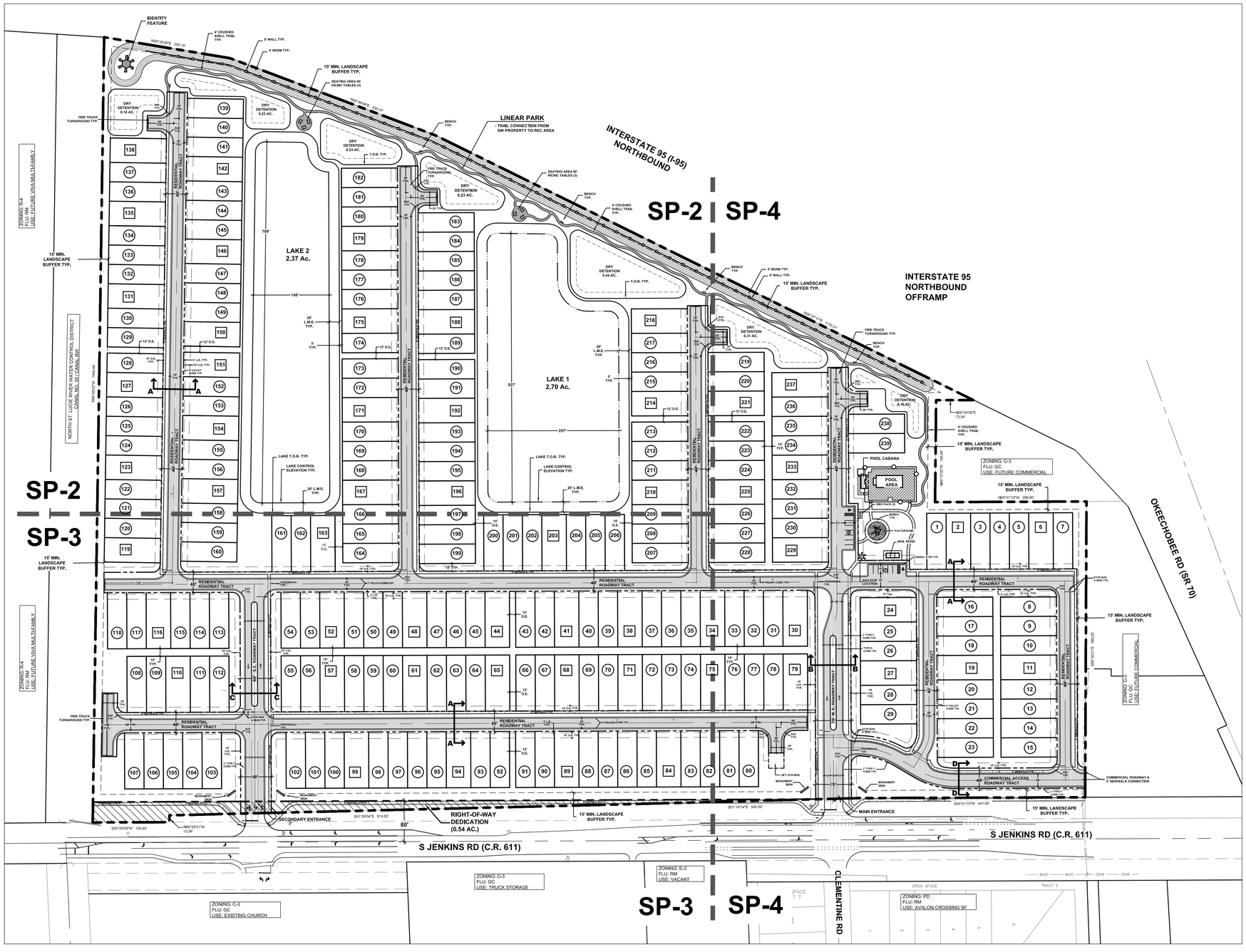
Increased Size of Code Required Trees:

Inch credit shall be obtained towards tree replacement through increasing the installation size of the code required tree or trees. This shall be based on the increased difference of the installed caliper size. For example, a code tree is required to have a 2.5-inch caliper. If that tree was specified to be installed with a 3.5-inch caliper, then 1 inch of credit shall be obtained towards tree replacement.

Additional Native Understory Plantings for Inch Credit:

Inch credit shall be obtained towards tree replacement through the planting of native understory plants which that are provided in addition to the landscape code requirements. Native understory plants may consist of shrubs, ornamental grasses, ground covers and aquatic plants. Credit shall be in accordance with the following standards in chart below:

Size of Native Plant Material	Inch Credit
1 gallon or Bare Root	1 inch per 24 plants
3 gallon	1 inch per 12 plants
7 gallon	1 inch per 2 plants



Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication Area	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	239 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

Maximum Density: (RM) 5 DU / Ac.	(49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		239 Units
Proposed Gross Site Density:		4.79 DU / Ac.

Lot Data & Standards

	Lot Type A	Lot Type B
Total Lots	55 Lots	184 Lots
Lot Area	5,280 sf	4,180 sf
Depth	110'	110'
Width	48'	38'
Lot Coverage	60% Max.	55% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.
Building Height	35' Max.	35' Max.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Site Calculations (Based on Remaining Site Area)

Open Space

Open Space Required: (49.38 Ac. X 20%)	430,202 sf	9.87 Ac.	20%
Open Space Provided:	588,933 sf	13.52 Ac.	28%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
30% of Lake Area	66,386 sf	1.52 Ac.	3%

Impervious Area

Lot Area (80%)	847,616 sf	19.46 Ac.	39%
V.U.A. (Includes driveways within R/W)	239,974 sf	5.51 Ac.	11%
Sidewalks / Other Pavement (Includes Pool Area)	48,487 sf	1.11 Ac.	2%
Lake Area (Control Elevation)	220,952 sf	5.07 Ac.	10%
Pool Cabana Building	372 sf	0.01 Ac.	1%
Total:	1,357,401 sf	31.16 Ac.	63%

Pervious Area

Lot Area (20%)	211,904 sf	4.86 Ac.	10%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
Other Landscape Area (Within R/W)	59,057 sf	1.36 Ac.	2%
Total:	793,608 sf	18.22 Ac.	37%

Location Map



Legal Description

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860,50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860,50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660,5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST, LUCIE COUNTY, FLORIDA.

CONTAINING: 49,917 ACRES, MORE OR LESS

General Notes

1. All construction shall comply with the City of Fort Pierce Code of Ordinances Sections 107,119 and 125 with the exception of the modified standards or variances approved as part of the Planned Development (PD) Zoning Development Agreement and the Final PD Site Plan.

Revision Box

Revision 11-14-25:	Updated Bus Stop Location
Revision 01-21-26:	Revisions based on SLC Public Works Department comments, dated 11-20-25
Revision 02-25-26:	Added Max. Building Height to Lot Data Table on sheet SP-1
Revision 03-10-26:	The Pool Cabana has been revised to address Planning Department comment #14, received on 02-20-26.

Legend

- # — Lot Type "A" (48' x 110')
- # — Lot Type "B" (38' x 110')
- R/W Dedication Area (0.54 Ac.)

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

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Pulte Cornerstone

City of Fort Pierce
Final PD Site Plan

Florida

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Approved By	MH
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Revision Dates	11-14-25
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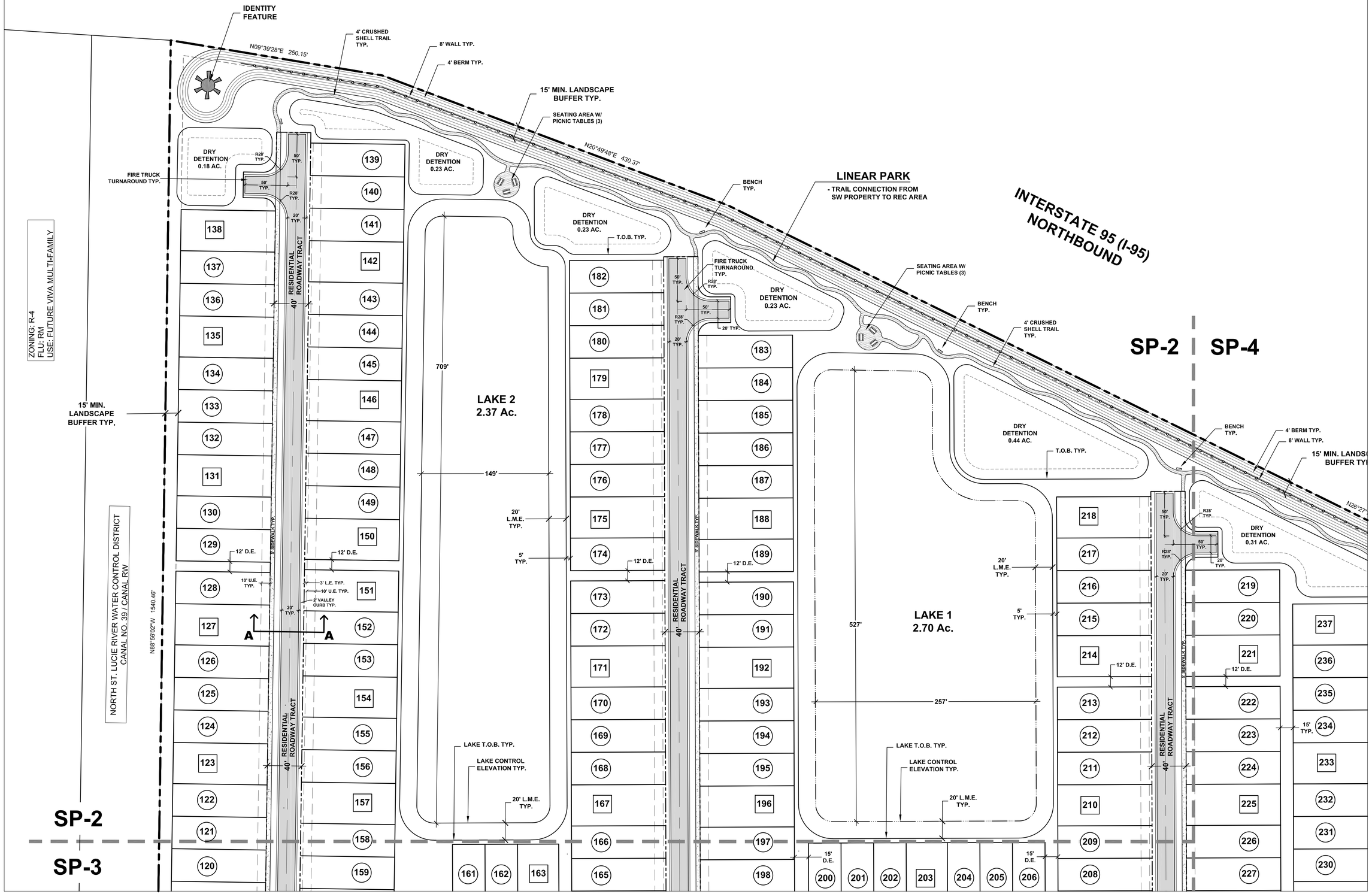
SP-1



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Legend

Lot Type "A" (48' x 110')

Lot Type "B" (38' x 110')

Scale: 1" = 50'

0' 25' 50' 100' 150'

North

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Pulte Cornerstone

City of Fort Pierce, Florida

Final PD Site Plan

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SP-2

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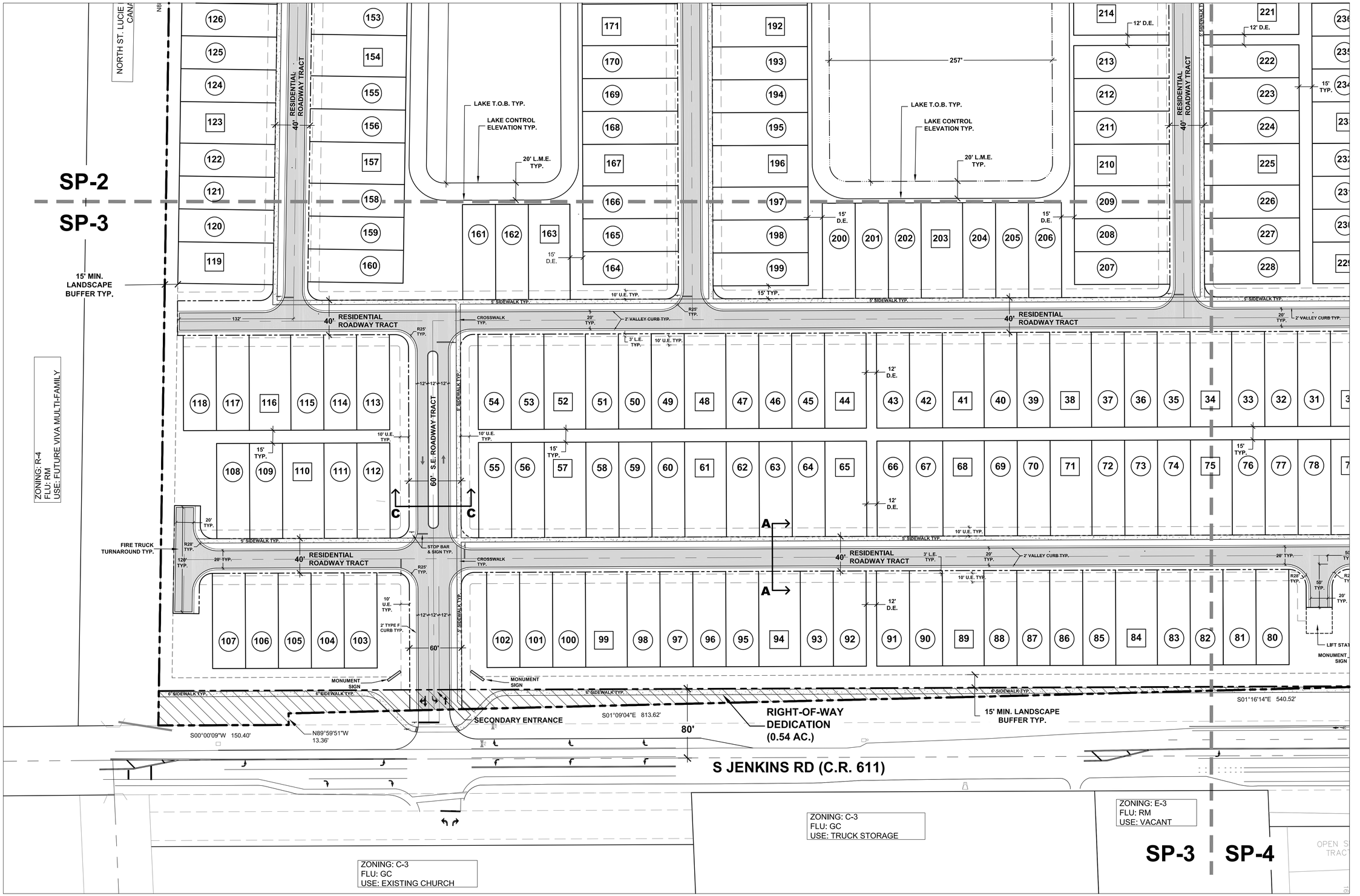

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SP-3

Revision Box

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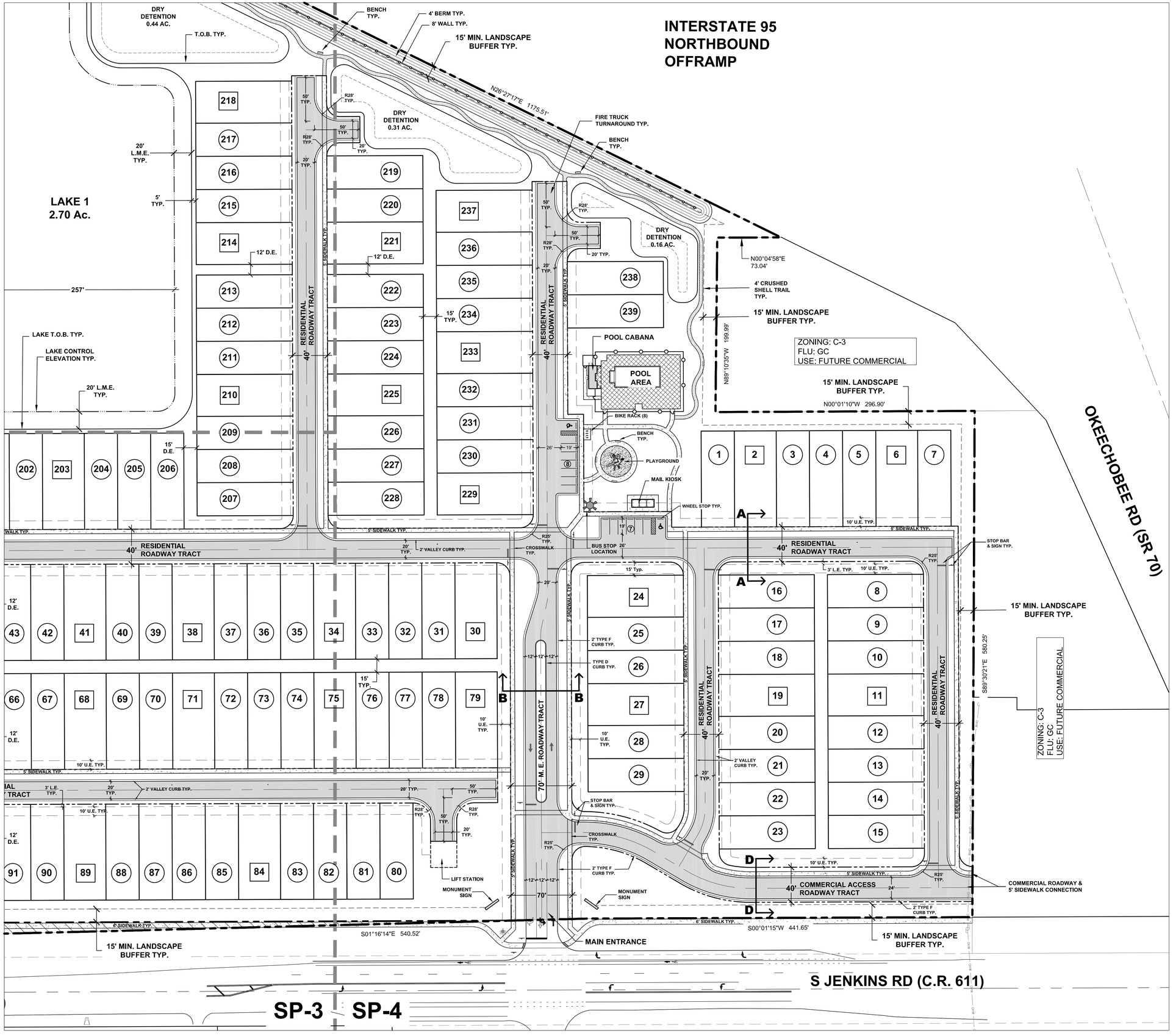
Legend

- # — Lot Type "A" (48' x 110')
- (#) — Lot Type "B" (38' x 110')

Scale: 1" = 50'
0' 25' 50' 100' 150'

North



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Legend

- (#) Lot Type "A" (48' x 110')
- (#) Lot Type "B" (38' x 110')

North
Scale: 1" = 50'
0' 25' 50' 100' 150'

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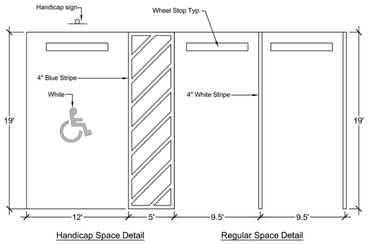
SP-4

Handicap / Regular Parking Space Detail

Scale: N.T.S.



Handicap Space Detail | Regular Space Detail



SIGN NOTES

1. TOP PORTION OF SIGN (12"x18") SHALL HAVE A REFLECTIVE BLUE BACKGROUND WITH WHITE REFLECTIVE SYMBOL AND BORDER.
2. BOTTOM PORTION (6"x12") SHALL HAVE A REFLECTIVE WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. BOTTOM OF SIGN SHALL BE 7'-0" ABOVE FINISH GRADE.
4. SIGN SHALL BE MOUNTED ON A 2" SCH 40 ALUMINUM POST

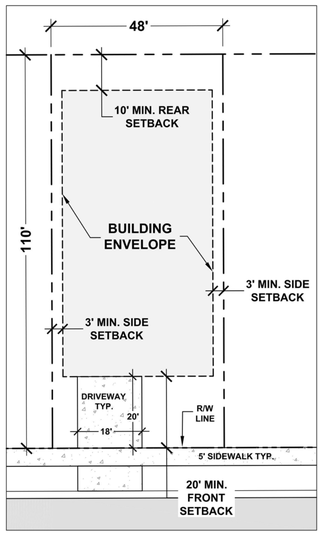
ACCESSIBLE PARKING SIGN



UNIVERSAL SYMBOL OF ACCESSIBILITY

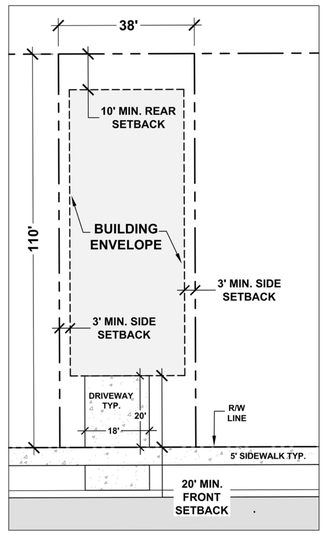
Lot Type "A" Typical

Scale: N.T.S.



Lot Type "B" Typical

Scale: N.T.S.



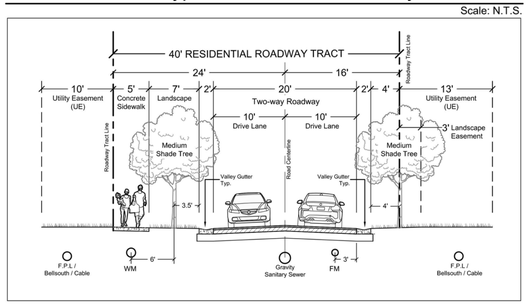
Lot Data & Standards

	Lot Type A	Lot Type B
Total Lots	55 Lots	184 Lots
Lot Area	5,280 sf	4,180 sf
Depth	110'	110'
Width	48'	38'
Lot Coverage	60% Max.	55% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.
Building Height	35' Max.	35' Max.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

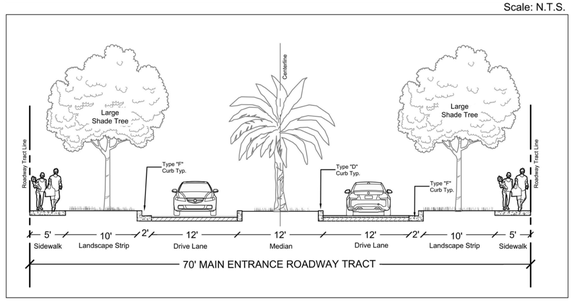
Section A-A: 40' Typical Residential Roadway Tract

Scale: N.T.S.



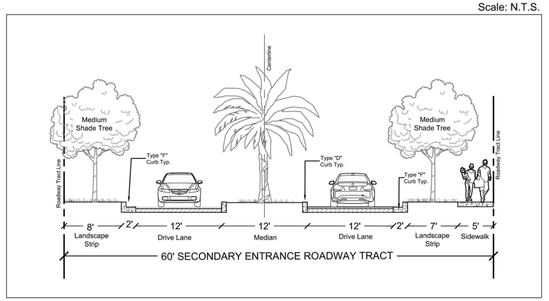
Section B-B: 70' Main Entrance Roadway Tract

Scale: N.T.S.



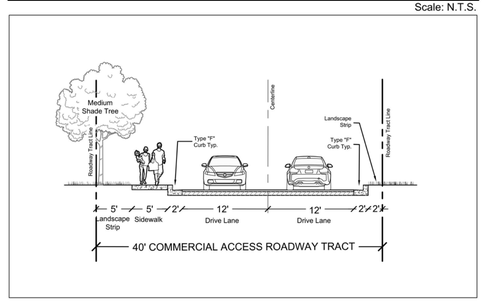
Section C-C: 60' Secondary Entrance Roadway Tract

Scale: N.T.S.



Section D-D: 40' Commercial Access Roadway Tract

Scale: N.T.S.



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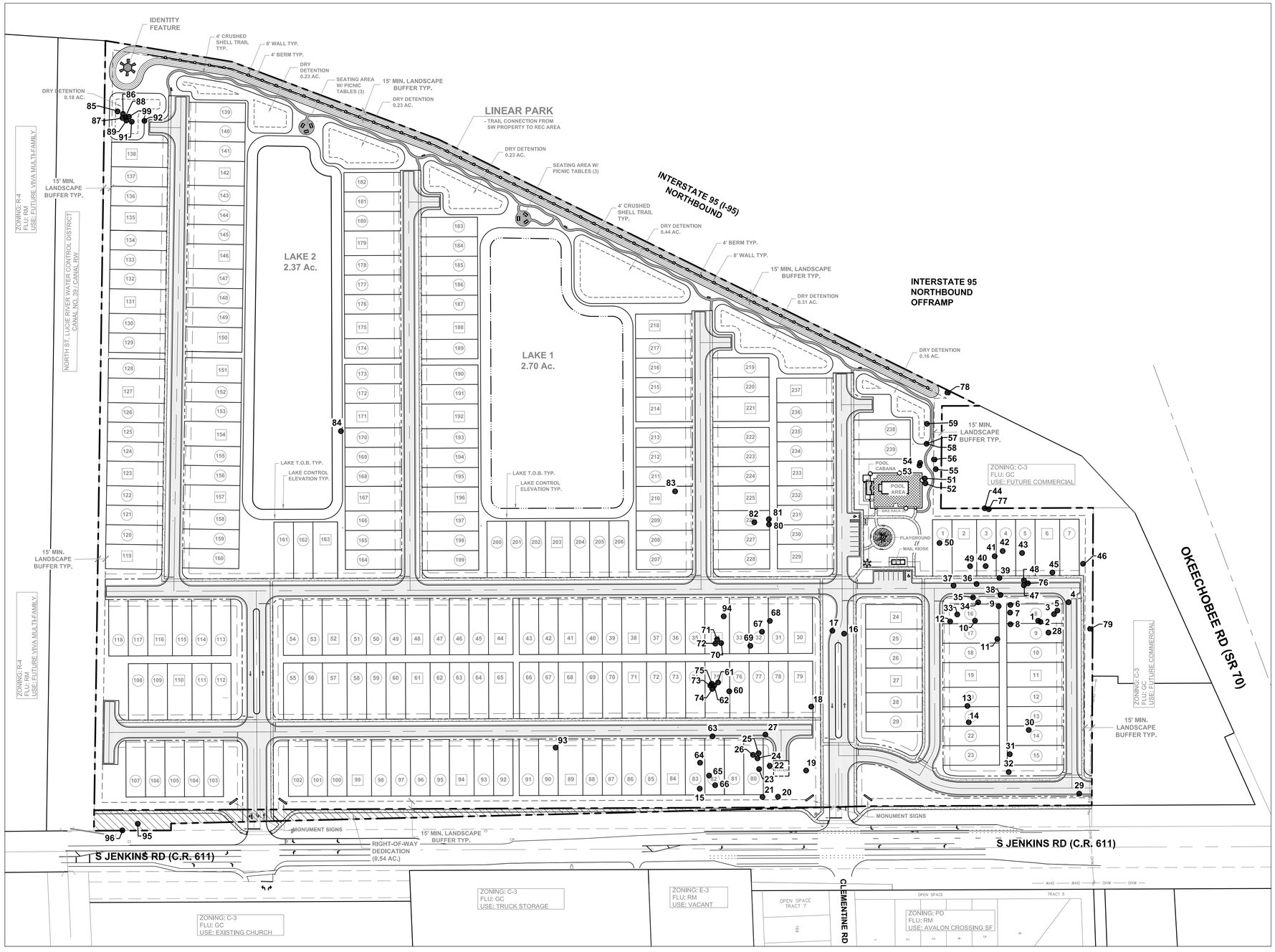
SP-5



Revision Box

Revision 02-06-26:

No Revisions to Previously Reviewed Landscaping. Updated background based on SLC Public Works Department comments, dated 11-20-25.

Revision 03-10-26:

The Pool Cabana has been revised to address Planning Department comment #14, received on 02-20-26.

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

Existing Tree Chart Summary

Protected Tree Inches to be Removed:	962 Inches
Protected Tree Inches to be Preserved:	31 Inches
	931 Inches
Required Inches for On-site Tree Replacement: (931" x 2)	1,862 Inches
Protected Palm Trees to be Removed:	41 Trees
Protected Palm Trees to be Preserved:	1 Tree
	40 Trees
Required On-site Palm Tree Replacement: (40 Trees x 2)	80 Trees

Existing Protected Tree Chart

Tag #	Common Name	DBH	Height of Clear Trunk	* Condition	Status
1	Laurel oak	17		Poor	Remove
2	Cabbage palm		13	Good	Remove
3	Cabbage palm		25	Good	Remove
4	Laurel oak	38		Fair	Remove
5	Slash pine	18.5		Good	Remove
6	Slash pine	17		Fair	Remove
7	Slash pine	18		Good	Remove
8	Slash pine	18.5		Good	Remove
9	Slash pine	18		Fair	Remove
10	Slash pine	16.5		Good	Remove
11	Slash pine	23		Good	Remove
12	Laurel oak	30		Good	Remove
13	Slash pine	27.5		Good	Remove
14	Slash pine	25.5		Good	Remove
15	Cabbage palm		32	Good	Remove
16	Laurel oak	31		Fair	Remove
17	Laurel oak	30		Fair	Remove
18	Laurel oak	40.5		Fair	Remove
19	Laurel oak	53		Fair	Remove
20	Laurel oak	18		Poor	Remove
21	Laurel oak	18		Poor	Remove
22	Laurel oak	17		Fair	Remove
23	Laurel oak	16.5		Fair	Remove
24	Cabbage palm		30	Good	Remove
25	Cabbage palm		32	Good	Remove
26	Cabbage palm		35	Good	Remove
27	Laurel oak	36		Fair	Remove
28	Cabbage palm		22	Good	Remove
29	Cabbage palm		11	Good	Remove
30	Laurel oak	31		Poor	Remove
31	Laurel oak	26.5		Poor	Remove
32	Laurel oak	32.5		Poor	Remove
33	Slash pine	19		Good	Remove
34	Slash pine	16		Fair	Remove
35	Slash pine	17		Poor	Remove
36	Slash pine	17.5		Good	Remove
37	Slash pine	20		Fair	Remove
38	Slash pine	14		Fair	Remove
39	Slash pine	14		Good	Remove
40	Slash pine	20.5		Good	Remove
41	Slash pine	18.5		Good	Remove
42	Slash pine	28		Good	Remove
43	Laurel oak	26.5		Poor	Remove
44	Laurel oak	26		Poor	Remove
45	Cabbage palm		16	Good	Remove
46	Laurel oak	27.5		Fair	Remove
47	Slash pine	15.5		Good	Remove
48	Slash pine	14		Fair	Remove
49	Slash pine	18.5		Good	Remove
50	Cabbage palm		12	Good	Remove
51	Laurel oak	36		Fair	Remove
52	Slash pine	16.5		Poor	Remove
53	Cabbage palm		10	Good	Remove
54	Cabbage palm		18	Good	Remove
55	Laurel oak	16		Poor	Remove
56	Laurel oak	15.5		Fair	Preserve
57	Cabbage palm		15	Good	Remove
58	Slash pine	17.5		Fair	Remove
59	Cabbage palm		12	Good	Remove
60	Laurel oak	49		Fair	Remove
61	Cabbage palm		27	Good	Remove
62	Cabbage palm		15	Good	Remove
63	Laurel oak	57		Fair	Remove
64	Cabbage palm		24	Good	Remove
65	Cabbage palm		30	Good	Remove
66	Cabbage palm		25	Good	Remove
67	Cabbage palm		15	Good	Remove
68	Cabbage palm		30	Good	Remove
69	Laurel oak	50		Fair	Remove
70	Cabbage palm		31	Good	Remove
71	Cabbage palm		28	Good	Remove
72	Cabbage palm		30	Good	Remove
73	Cabbage palm		33	Good	Remove
74	Cabbage palm		15	Good	Remove
75	Cabbage palm		22	Good	Remove
76	Slash pine	18.5		Good	Remove
77	Laurel oak	17.5		Poor	Remove
78	Cabbage palm		16	Good	Preserve
79	Slash pine	15.5		Good	Preserve
80	Laurel oak	16.5		Fair	Remove
81	Laurel oak	15.5		Poor	Remove
82	Cabbage palm		30	Good	Remove
83	Cabbage palm		14	Good	Remove
84	Cabbage palm		12	Good	Remove
85	Cabbage palm		30	Good	Remove
86	Cabbage palm		33	Good	Remove
87	Cabbage palm		27	Good	Remove
88	Cabbage palm		31	Good	Remove
89	Cabbage palm		31	Good	Remove
91	Cabbage palm		19	Good	Remove
92	Cabbage palm		19	Good	Remove
93	Cabbage palm		10	Good	Remove
94	Cabbage palm		10	Good	Remove
95	Cabbage palm		13	Good	Remove
96	Laurel oak	24		Poor	Remove
99	Cabbage palm		16	Good	Remove

Note:

1. Condition of existing trees provided by a certified arborist. Please see submitted "Tree Condition Rating Assessment", dated 12/3/24 for more information. Existing trees rated as "Poor " have not been included or calculated towards required inches for tree replacement.

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Florida

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Existing Tree Survey / Removal Plan

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Drawn By	TT
Checked By	MH
Approved By	MH
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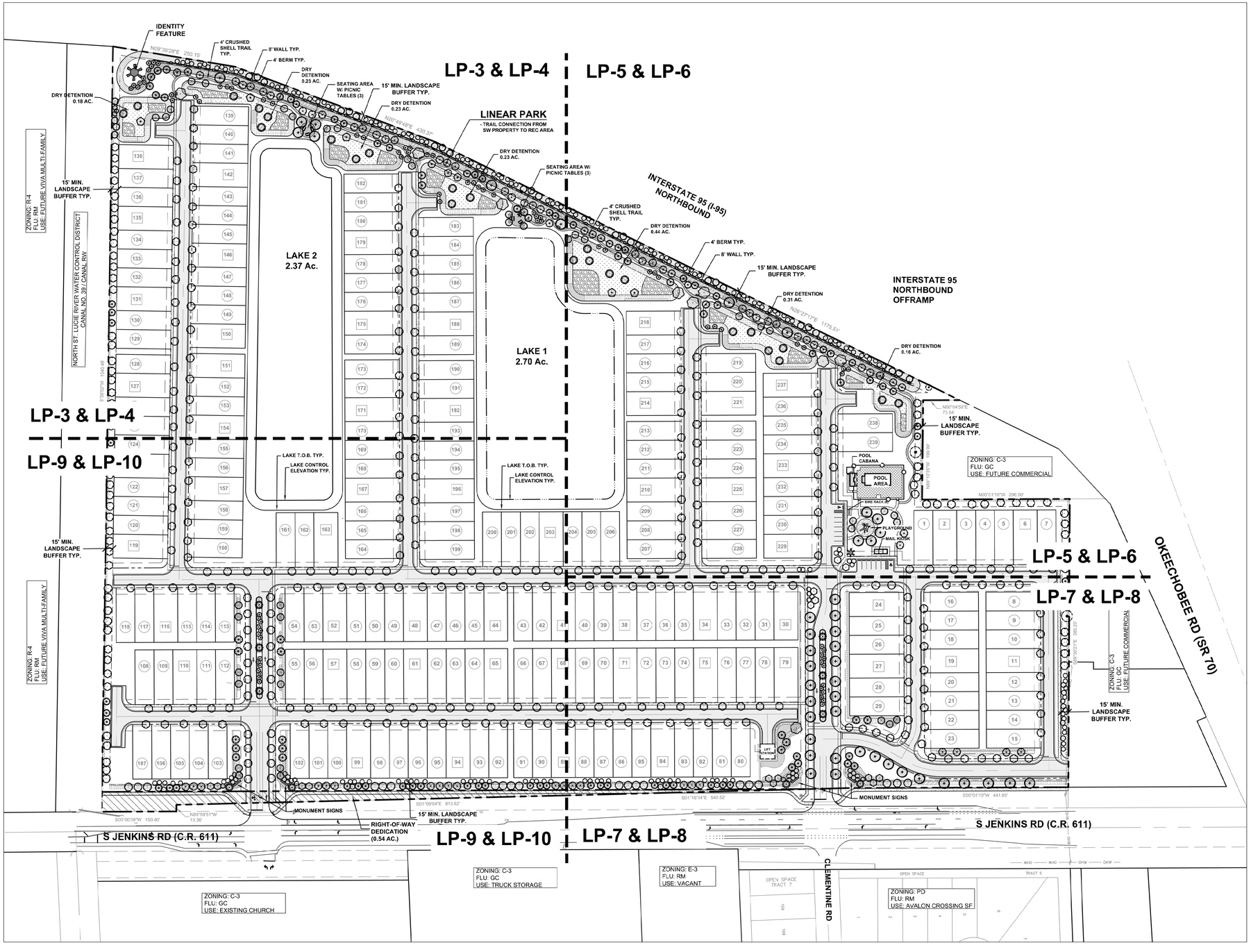
Revision Dates	
	02-06-2026 03-10-2026

LP-1



Landscape Data

Planned Development Landscape Requirements:

Perimeter Landscape Strip adjacent to an off-site Right-of-Way:

A 15' minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an off-site right-of-way, except where access drives or sidewalk connections are located. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

East Perimeter Buffer adjacent to S Jenkins Road: 1,827 LF

Trees Required:	(1,827 LF / 30) (1,767 LF / 30)	59 Trees
Trees Provided:		59 Trees (35 Trees + 72 Palms @ 3:1)

West Perimeter Buffer adjacent to Interstate 95 (I-95): 1,770 LF

Trees Required:	(1,770 LF / 30)	59 Trees
Trees Provided:		59 Trees (24 Trees + 105 Palms @ 3:1)

Perimeter Landscape Strip adjacent to an abutting Property:

A 15' minimum landscape strip shall be provided along the entire perimeter of the site's property boundary adjacent to an abutting property. A minimum of 1 tree per 30 LF based on the entire length of the landscape strip and a continuous shrub hedge shall be required. Trees may be grouped together rather than evenly spaced 30' on center. Required shrub hedges shall be spaced a maximum of 36" on center and shall maintained to form a 36" or higher continuous visual screen within a maximum of 1 year from the time of installation. The remainder of the landscape strip shall be completely covered with sod, ground cover or other landscape treatment. Landscape berms and 6' fences or walls shall be allowed within landscape strips.

North & West Perimeter Buffer: 1,077 LF

Trees Required:	(1,077 LF / 30)	36 Trees
Trees Provided:		36 Trees (30 Trees + 2 Existing Trees + 12 Palms @ 3:1)

South Perimeter Buffer: 1,508 LF

Trees Required:	(1,508 LF / 30)	50 Trees
Trees Provided:		50 Trees (49 Trees + 3 Palms @ 3:1)

Street Trees along Internal Roadways:

Street trees shall be provided along both sides of internal roadways at a minimum of one (1) tree per fifty (50) linear feet. Trees may be grouped closer together (as seen fit) rather than evenly spaced fifty (50) feet on center. Trees may be placed along the sides of roadways within the right-of-way or placed directly adjacent.

Internal Roadway Linear Footage: 14,321 LF

Trees Required:	(15,496 LF / 50)	310 Trees
Trees Provided:		310 Trees (306 Trees + 12 Palms @ 3:1)

Tree Mitigation Data

Protected Palms :

Required Replacement Palm Trees	80 Palm Trees
Provided On-site Replacement Palm Trees	80 Palm Trees

Protected Trees :

Total Required Replacement Inches	1,862 Inches
Provided On-site Replacement Inches	1,888.5 Inches
Additional Trees for Mitigation	824.5 inches
Additional Understory Native Plantings :	
9,977 - 1 Gallon Native Plants (1" per 24 plants)	415 inches
7,798 - 3 Gallon Native Plants (1" per 12 plants)	649 inches
Total inches Provided	1,888.5 inches

Notes:
- See "Tree Mitigation" Category within Tree Schedule on Sheet LP-11 for total provided mitigation inches per tree
- Additional trees provided for Mitigation are shown on plan with gray solid hatch
- For Additional Native Understory Plantings and quantities shown above, see "Additional Shrubs & GC" category within Shrub Schedule on sheet LP-11.

Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of cebris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department. and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a thirty-six-inch or higher continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in section 22-53.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way. provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled 'Plant the Right Tree in the Right Place'. For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
18. Tree locations are conceptual. Locations are subject to change at the time of final construction plans based on utility and driveway locations.
19. Sod areas , callouts and schedule to be provided at the time of final landscape construction plans.

Revision Box

Revision 02-06-26:

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Revision 03-10-26:

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Legend

- Existing Trees to be Preserved (on-site) — Note: See Existing Tree Chart on Sheet LP-1 for more information regarding trees to be preserved or removed .
- Proposed Additional Trees for Mitigation

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

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Pulte Cornerstone

City of Fort Pierce
Florida

Landscape Plan

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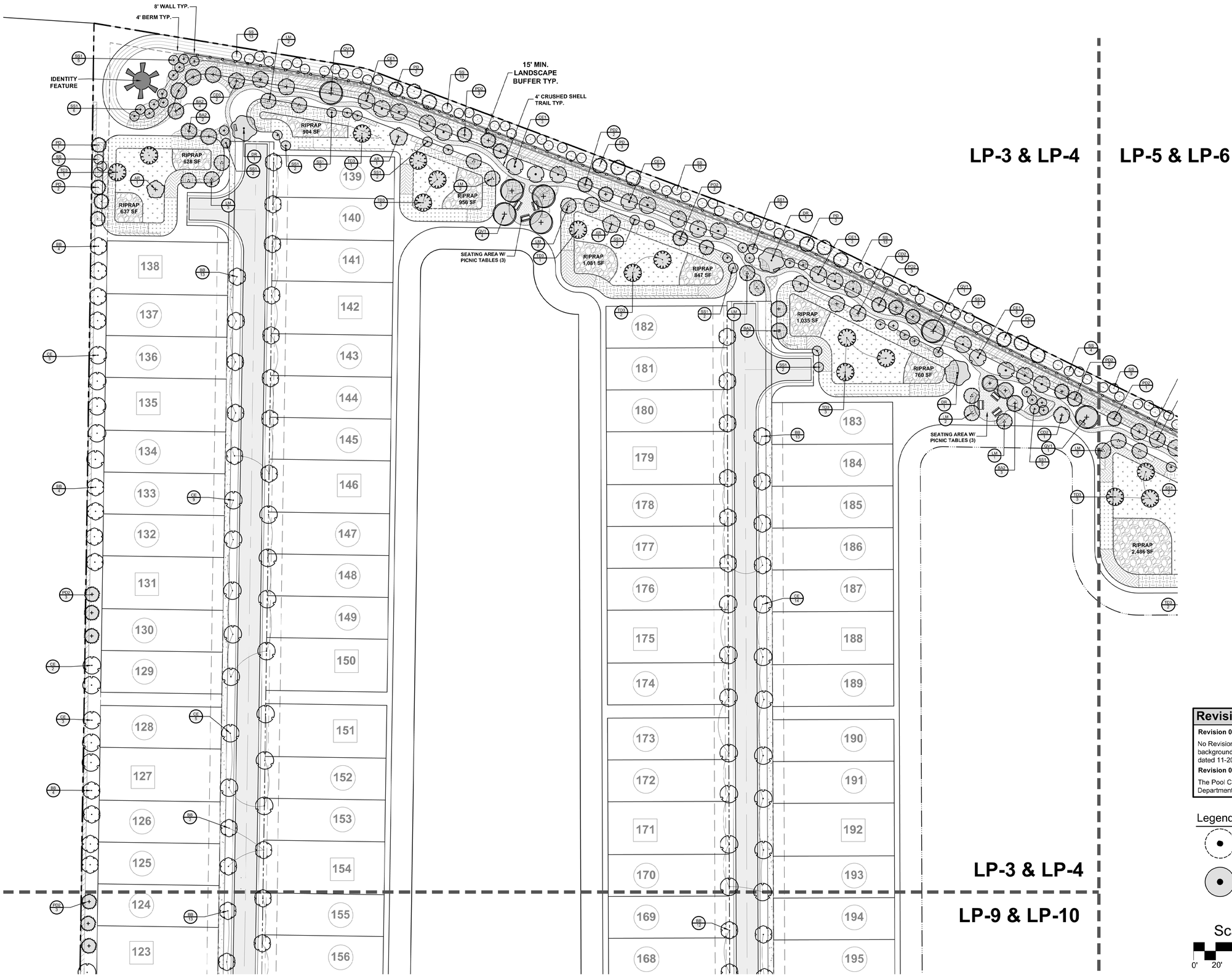
LP-2



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Legend

Existing Trees to be Preserved (on-site)
Note: See Existing Tree Chart on Sheet LP-1 for more information regarding trees to be preserved or removed .

Proposed Additional Trees for Mitigation

Scale: 1" = 40'
0' 20' 40' 80' 120'
North

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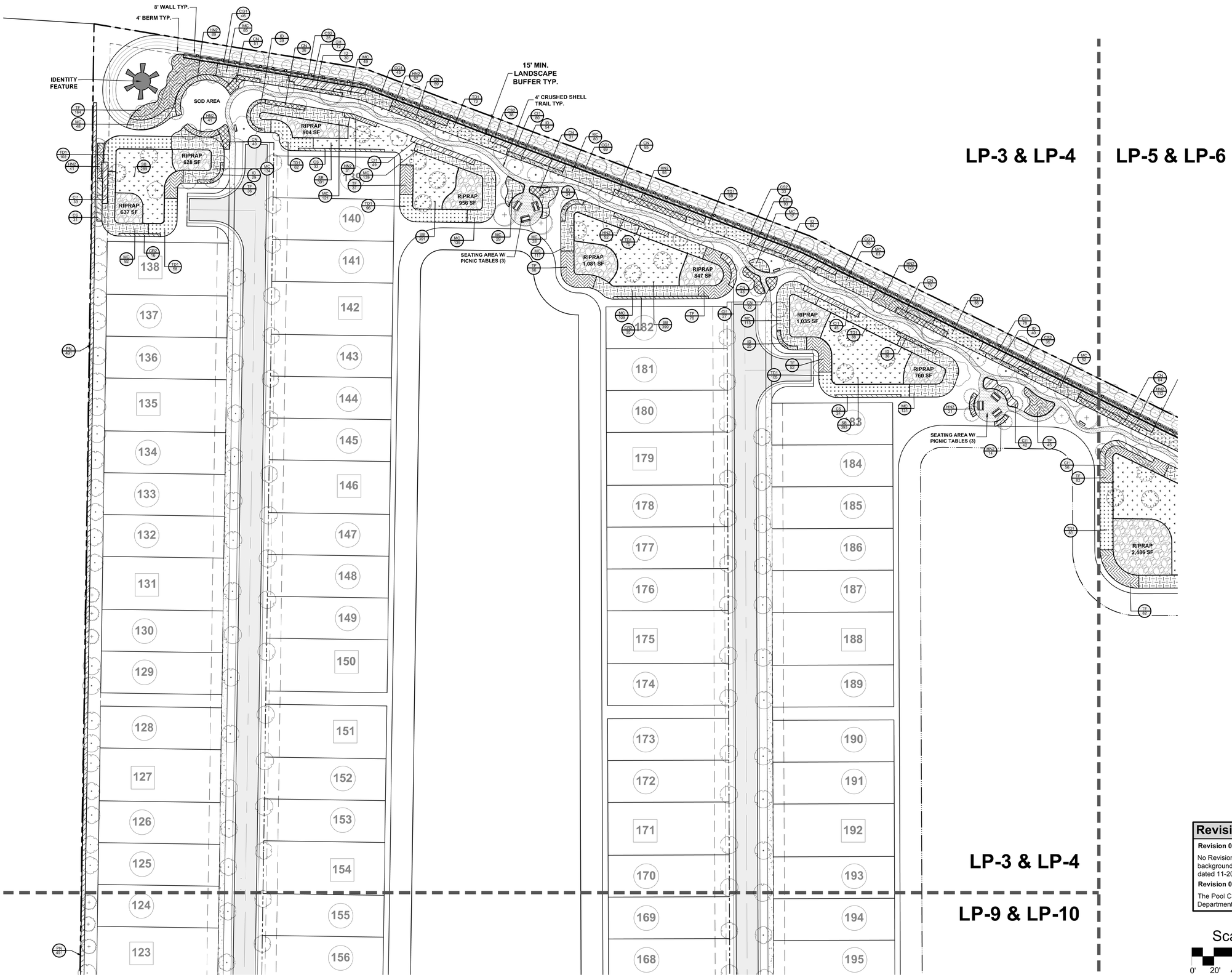
LP-3



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Scale: 1" = 40'

0' 20' 40' 80' 120'

North

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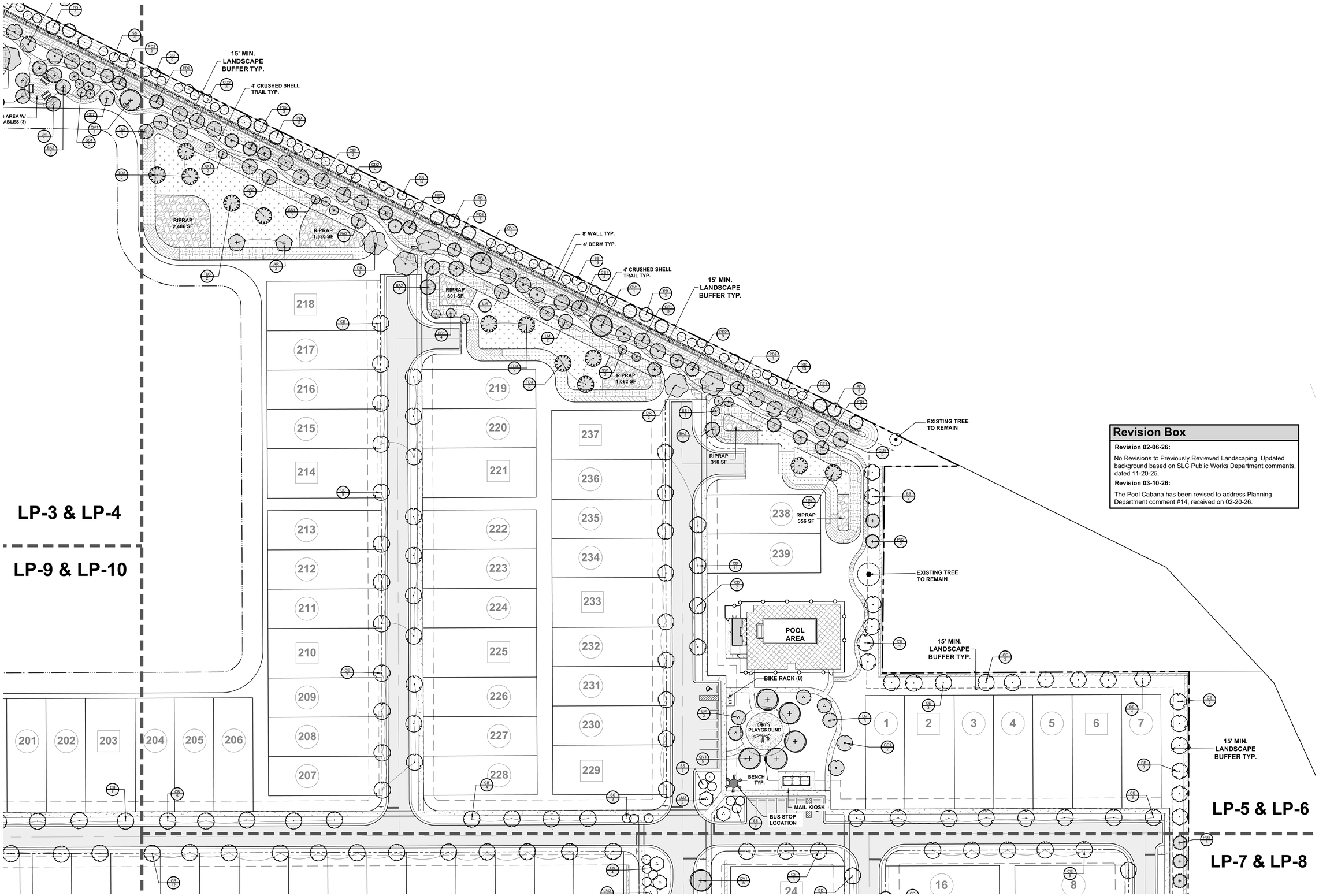
Revision Dates	02-06-2026 03-10-2026

LP-4



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Legend

Existing Trees to be Preserved (on-site)

Note: See Existing Tree Chart on Sheet LP-1 for more information regarding trees to be preserved or removed .

Proposed Additional Trees for Mitigation

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

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LP-5

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Revision Box

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15' MIN. LANDSCAPE BUFFER TYP.

4' CRUSHED SHELL TRAIL TYP.

RIPRAP 2,466 SF

RIPRAP 1,580 SF

8' WALL TYP.

4' BERM TYP.

RIPRAP 801 SF

RIPRAP 1,062 SF

RIPRAP 318 SF

RIPRAP 356 SF

POOL AREA

BIKE RACK (6)

PLAYGROUND

BENCH TYP.

MAIL KIOSK

BUS STOP LOCATION

218 217 216 215 214 213 212 211 210 209 208 207

219 220 221 222 223 224 225 226 227 228

237 236 235 234 233 232 231 230 229

239

1 2 3 4 5 6 7

201 202 203 204 205 206

24 16 8

LP-3 & LP-4

LP-9 & LP-10

LP-5 & LP-6

LP-7 & LP-8

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

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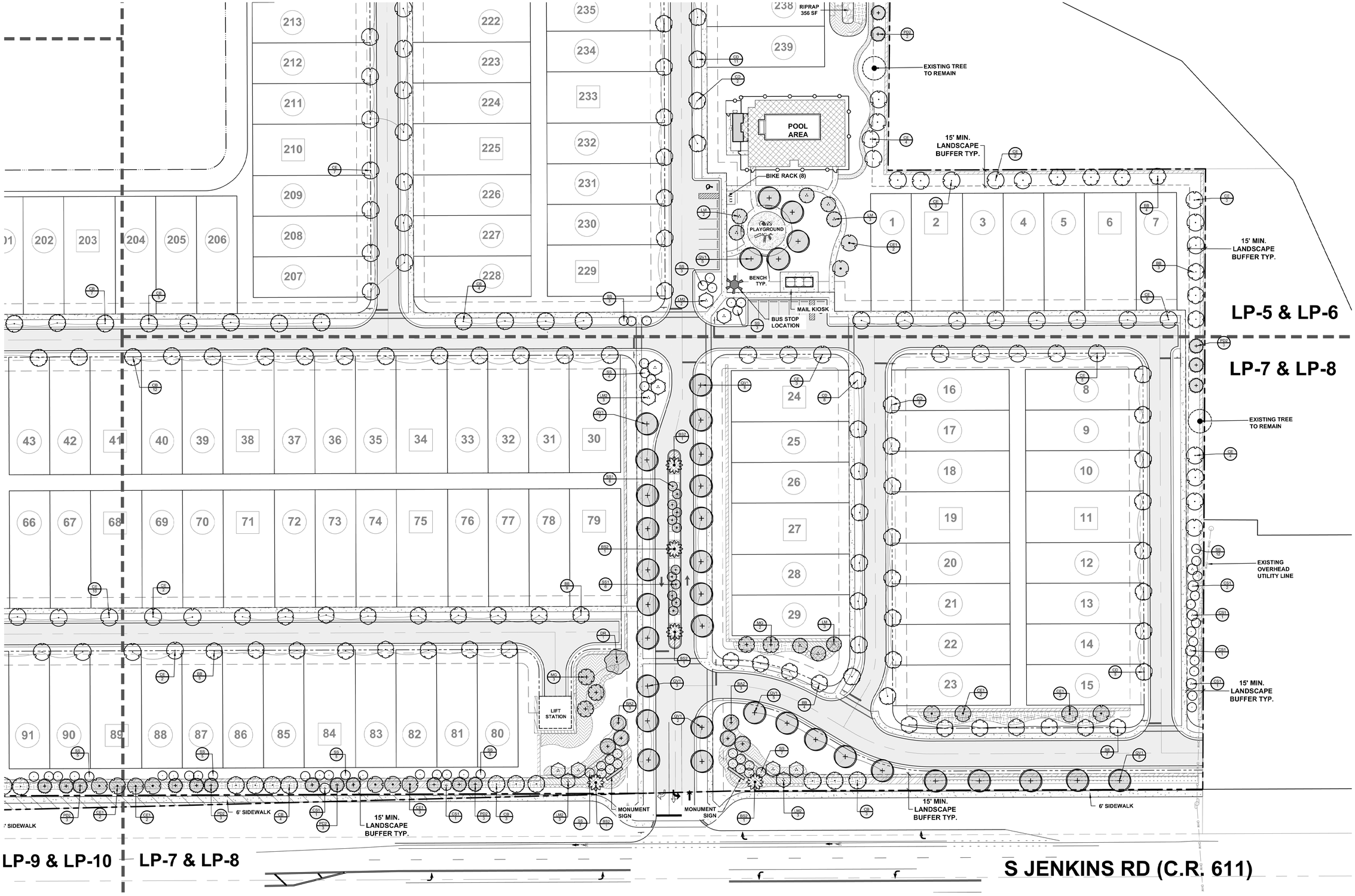
LP-6



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Legend

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Proposed Additional Trees for Mitigation

Scale: 1" = 40'

0' 20' 40' 80' 120'

North

LP-7



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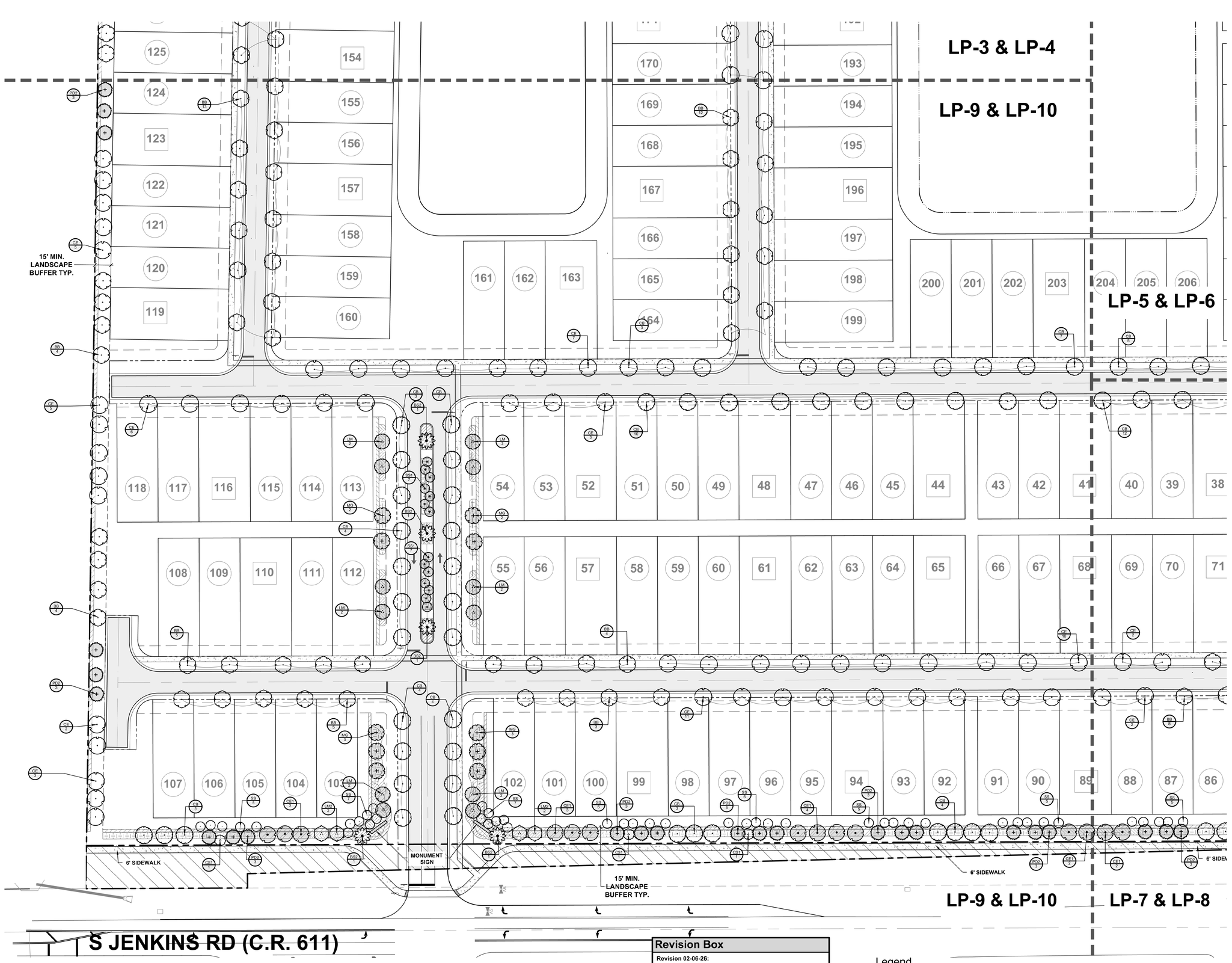
0' 20' 40' 80' 120'

North

LP-8



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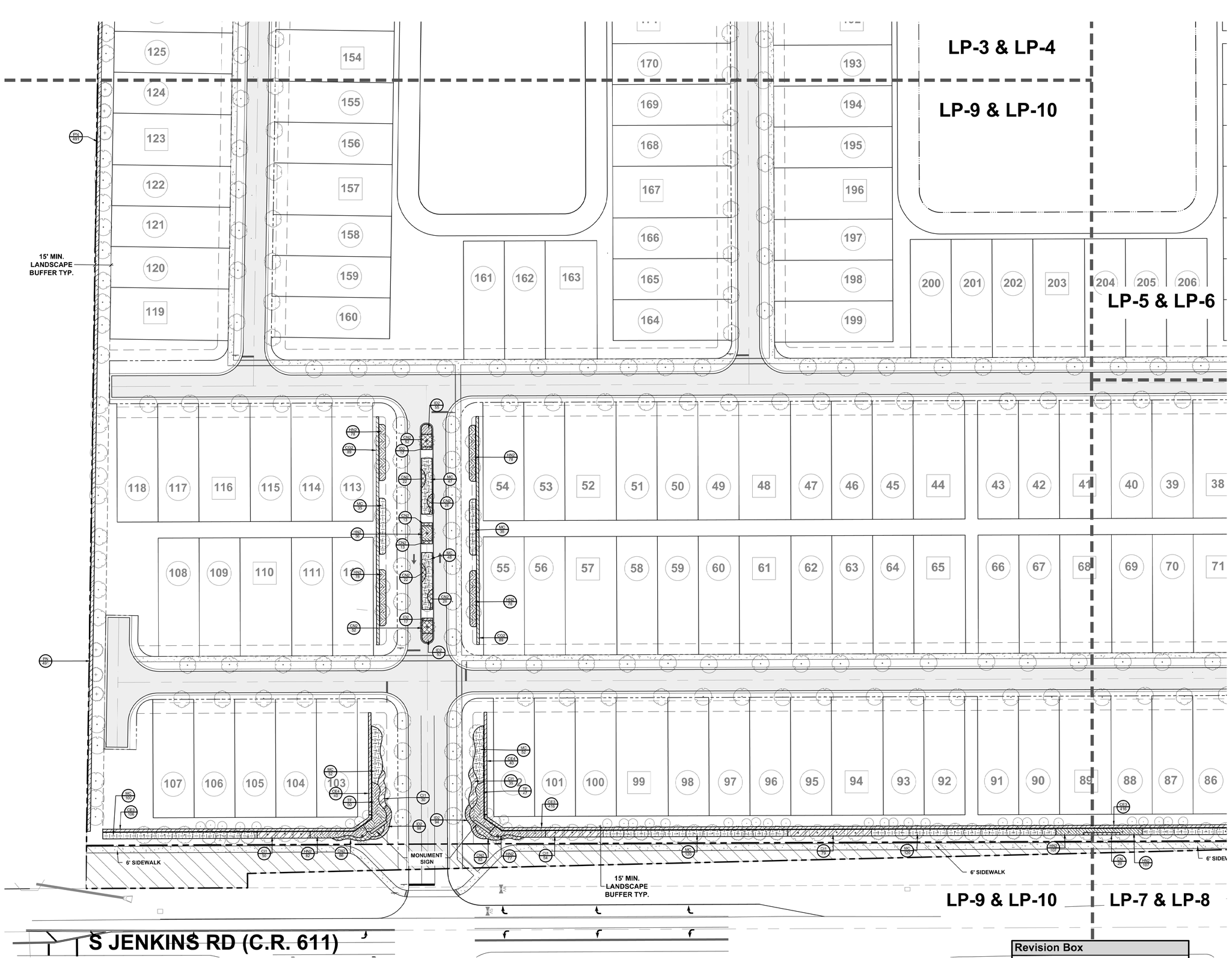
Proposed Additional Trees for Mitigation

North

Scale: 1" = 40'

0' 20' 40' 80' 120'

LP-9



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The Pool Cabana has been revised to address Planning Department comment #14, received on 02-20-26.

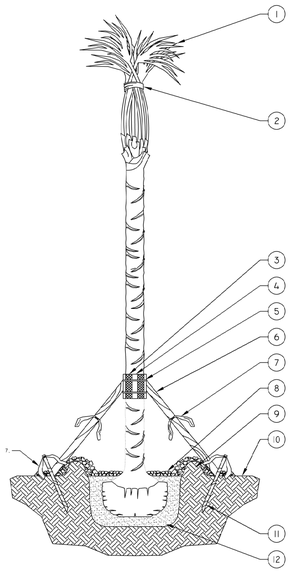
North

Scale: 1" = 40'

0' 20' 40' 80' 120'

LP-10

Planting / Landscape Details



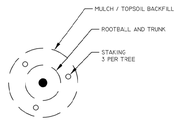
NOTES:

A. FINAL TREE STAKING DETAILS AND PLACEMENT TO BE APPROVED BY OWNER.

B. REMOVE BURLAP, WIRE AND STRAPS (ANYTHING THAT COULD GIRDLE TREE OR RESTRICT ROOT GROWTH) ON UPPER 1/3 OF ROOTBALL.

C. SEE LANDSCAPE NOTES FOR THE TYPE OF MULCH MATERIAL TO USE.

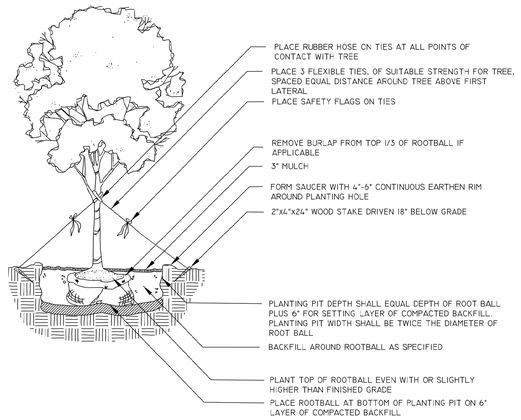
1. MINIMUM OF NINE (9) GOOD PALM FRONDS
2. PRUNE AND TIE FRONDS WITH HEMP TWINE. CABBAGE PALMS TO BE "HURRICANE CUT"
3. 5 LAYERS OF BURLAP TO PROTECT TRUNK.
4. FIVE 2" X 4" X 18" WOOD BATTENS.
5. SECURE BATTENS WITH 2-3/4" CARBON STEEL BANDS TO HOLD BATTENS IN PLACE. NO NAILS SHALL BE DRIVEN INTO PALM. HEIGHT OF BATTENS SHALL BE LOCATED IN RELATION TO THE HEIGHT OF THE PALM FOR ADEQUATE BRACING.
6. ATTACH 3-2" X 4" X 8' (DRILL AND NAIL IF NECESSARY) TO BATTENS AND 2" X 4" STAKES. FLAG AT MIDPOINT AND AT BASE.
7. PROVIDE FLAGGING
8. 3" MULCH
9. BERM SOIL TO HOLD WATER
10. FINISH GRADE
11. 2" X 4" X 24" (MIN.) P.T. WOOD STAKES (TYP.) NAIL TO SUPPORT POLES
12. PREPARED PLANTING SOIL MIX AS SPECIFIED. COMPACT BENEATH ROOT BALL.



PLAN

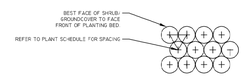
PALM TREE PLANTING

N.T.S.

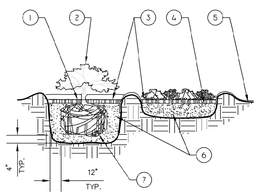


TREE PLANTING DETAIL

N.T.S.



PLAN

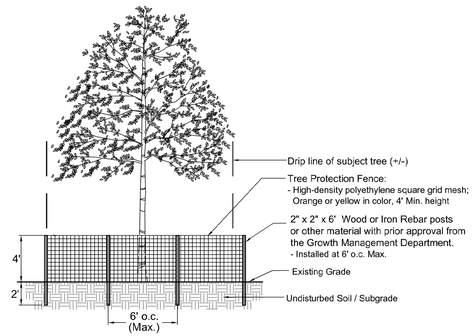


SECTION

1. TOP OF SHRUB ROOTBALLS TO BE PLANTED 1" - 2" HIGH WITH SOIL MOUNDING UP TO THE TOP OF ROOTBALL.
2. WHEN USED IN MASSES- PRUNE ALL SHRUBS TO ACHIEVE A UNIFORM MASS/HEIGHT.
3. 3" MULCH AS SPECIFIED.
4. EXCAVATE ENTIRE BED SPECIFIED FOR GROUNDCOVER BED.
5. 4" MINIMUM OF TOPSOIL TO BRING TO FINISHED GRADE (SEE GRADING PLAN).
6. PREPARED PLANTING SOIL AS SPECIFIED. NOTE: WHEN GROUND- COVERS AND SHRUBS USED IN MASSES ENTIRE BED TO BE AMENDED WITH PLANTING SOIL MIX AS SPECIFIED IN THE PLANTING SPECIFICATION.
7. SCARIFY ROOTBALL SIDES AND BOTTOM.

SHRUB/GROUNDCOVER PLANTING

N.T.S.



TREE BARRICADE DETAIL

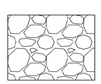
N.T.S.

TREE PROTECTION NOTES

1. Existing trees that are to be preserved shall be barricaded according to municipality regulations.
2. Tree Protection Barricades shall be erected prior to the commencement of any work. All barricades must be maintained intact for the duration of construction.
3. Barricades must be constructed around the critical protection zone of each tree or cluster of trees.
4. During periods of development and construction, the areas within the drip-line of preserved trees shall be maintained at their original grade with pervious landscape material. Within these areas, there shall be:
   A. No trenching or cutting of roots
   B. No fill, compaction or removal of soil; and
   C. No use of concrete, paint, chemicals or other foreign substances
5. Barricades shall be constructed of a yellow or orange high density polyethylene square grid mesh fence with a min. height of 4 feet. Fencing shall be secured to posts with nylon cable ties at the top middle and bottom of each post. Posts shall be a 2"x 2" x 6' wood or iron rebar or other material with prior approval from Municipality. Posts shall be spaced a max. of 6' o.c.

Landscape Notes

1. Plant materials shall meet or exceed the standards for Florida No. 1 as set out in the most current edition of "Grades and Standards for Nursery Plants Part 1 and Part 2.", State of Florida, Department of Agriculture, Tallahassee.
2. All trees required by this article (excluding palms that are exempt from the grades and standards) shall have a Florida No. 1 or better "Grades and Standards" certification tag attached at time of delivery through final inspection.
3. Grass sod shall be clean and free of weeds, pests and diseases.
4. Planting soil for all landscaped areas shall consist of existing soil mixed with fifty (50) per cent recycled top soil. Such planting soil shall be generally indigenous to the locale, free of debris, roots, clay, stones, plants or other foreign materials. The planting soil shall extend to an appropriate depth so as to eliminate any hindrance to planting operations or detriment to good plant growth. Compliance with these soil requirements shall be verified as part of the final inspection.
5. Landscaped areas shall be covered in their entirety with shrubs, ground cover, turf, or three (3) inches of bulk organic mulch or other suitable material which permits percolation and is approved by the department. and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a thirty-six-inch or higher continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in section 22-53.
6. Do not place any soil or mulch over the root ball. If stakes or guide wires are used to support a tree, the wire must be covered with protective material where it is in contact with the tree and the stakes or guide wires must be removed after one year.
7. All landscaping must be protected from vehicular and pedestrian traffic by the installation of curbing, wheel stops or other protective devices along the perimeter of any landscaping which adjoins vehicular use areas or sidewalks. These protected devices shall have a minimum height of six (6) inches above grade.
8. No parking, display of vehicles or outside storage or display of merchandise is permitted in or over any required landscape area, nor are vehicles permitted to overhang any required landscaped area
9. To minimize traffic hazards at street or driveway intersections, all landscaping installations must provide unobstructed views.
10. Any irrigation system placed on city right-of-way will be the responsibility of the property owner who shall relocate, replace or repair the system as appropriate in the event it is damaged due to permitted construction in the right-of-way
11. Prior to issuance of certificate of occupancy, final landscape installation shall be certified as complete and in conformance to the approved landscape plan by submission of a certification letter by a landscape architect.
12. Property owners shall maintain all required landscaping so that it continues to present a healthy, neat and orderly appearance free of refuse and debris.
13. Vegetation required shall be replaced with equivalent vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same number of living trees.
14. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices so as to assure that the landscaping continues to maintain a healthy, neat and orderly appearance.
15. No person shall, directly or indirectly, cut down, substantially alter, destroy, remove, relocate, damage or authorize any such act involving a protected tree situated on land within the city, without first obtaining a tree removal permit
16. Removal, trimming, pruning or alteration of any tree or vegetation in an existing utility easement or public right-of-way, provided such work is done by or under the control of the operating utility company and said company has received all necessary licenses or permits to provide utility service within the easement
17. This plan has been designed to meet the tree planting requirements contained within the FPL document entitled "Plant the Right Tree in the Right Place". For existing or proposed utilities, no tree shall be planted where it could, at a mature height conflict with overhead power lines.
    A. Large trees (height at maturity of more than 30') shall be planted no closer than a horizontal distance of 30' from the nearest overhead power line.
    B. Medium height trees (height at maturity between 20' and 30') shall be offset at least 20' and small trees (height at maturity of less than 20') require no offset.
    C. No tree shrubs, hedges or vines shall be planted within 5' of an existing or proposed utility pole, guy wire or pad-mounted transformer.
    D. Palms should be planted at a distance equal to or greater than the average frond length plus two (2) feet from power lines.
18. Tree locations are conceptual. Locations are subject to change at the time of final construction plans based on utility and driveway locations.
19. Sod areas , callouts and schedule to be provided at the time of final landscape construction plans.



Riprap Rock Bed Typ.
(See Locations shown on Plan)

Type: 4" - 6" Riprap Rock
Total Quanity: 13,452 sf
Depth: 8" - 10"
Note: Contractor to provide weed mat

TREE SCHEDULE						
SYMBOL	CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	
CODE TREES						
	BS2	10	Bismarckia nobilis `Silver` / Silver Bismark Palm	6` ct., Hvy Trunk, Full Head, Root Pruned	No	
	BB	125	Bucida buceras 'Shady Lady' / Shady Lady Black Olive	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	No	
	CB	83	Calophyllum brasiliense / Brazilian Beautyleaf	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	No	
	CD	37	Coccoloba diversifolia / Pigeon Plum	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	
	CE	146	Conocarpus erectus / Green Buttonwood	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	
	CS1	10	Conocarpus erectus `Sericeus` / Silver Buttonwood	2.5" Cal., 12` Ht x 5` Spr. Min., Multi-trunk, 5` ct.	Yes	
	LM2	15	Lagerstroemia indica ` Muskogee ` / Crape Myrtle	2.5" Cal., 12` Ht x 5` Spr. Min., Multi-trunk, 5` ct.	No	
	PD	28	Pinus elliotti `Densa` / Slash Pine	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	
	SS	201	Sabal palmetto / Cabbage Palm	30% @ 10' ct., 30% @ 14' ct., 40% @ 18' ct., Slick Trunks	Yes	
**	TREE MITIGATION					
	AR	5	Acer rubrum `Florida Flame` / Florida Flame Red Maple	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	12.5 inches
	BA2	24	Bulnesia arborea / Verawood	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	No	60 inches
	CD2	14	Coccoloba diversifolia / Pigeon Plum	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	35 inches
	CE1	58	Conocarpus erectus / Green Buttonwood	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	145 inches
	DR	9	Delonix regia / Royal Poinciana	4" Cal., 15'-16' Ht. x 8' Spr., Std., 5` ct.	No	36 inches
	LM	40	Lagerstroemia indica ` Muskogee ` / Crape Myrtle	2.5" Cal., 12` Ht x 5` Spr. Min., Multi-trunk, 5` ct.	No	100 inches
	MG	15	Magnolia grandiflora `D.D. Blanchard` TM / Southern Magnolia	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	37.5 inches
	PD2	65	Pinus elliotti `Densa` / Slash Pine	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	162.5 inches
	QV1	44	Quercus virginiana / Live Oak	4" Cal., 16-18` Ht x 6-8` Spr., 5 -6` Ct.	Yes	176 inches
	SS1	80	Sabal palmetto / Cabbage Palm	25% @ 12' ct, 16' ct., 19' ct., 21' ct., slick trunks	Yes	
	TD3	24	Taxodium distichum / Bald Cypress	2.5" Cal., 12` Ht. x 5` Spr. Min., Std., 5` ct.	Yes	60 inches

** **Additional Trees Provided for Mitigation** — **Total: 824.5 inches**

SHRUB SCHEDULE					
CODE	QTY	BOTANICAL / COMMON NAME	SIZE	NATIVE	SPACING
* ADDITIONAL SHRUBS & GC					
CI1	1,378	Chrysobalanus icaco `Horizontal` / Horizontal Cocoplum	3 gal., 12" - 16" Ht. Full	Yes	30" o.c.
CR2	176	Chrysobalanus icaco `Red Tip` / Red Tip Cocoplum	3 gal., 18" - 20" Ht., Full	Yes	30" o.c.
CG2	221	Clusia guttifera / Small Leaf Clusia	3 gal., 24"Ht., full	Yes	30" o.c.
CN2	883	Clusia rosea `Nana` / Dwarf Pitch Apple	3 gal., 12 - 14" HT. x 12 - 14" Spr., Full	Yes	18" o.c.
CN	1,085	Clusia rosea `Nana` / Dwarf Pitch Apple	3 gal., 12 - 14" HT. x 12 - 14" Spr., Full	Yes	24" o.c.
CE4	415	Conocarpus erectus / Green Buttonwood	3 gal., 24" Ht. Min.	Yes	30" o.c.
CS	190	Conocarpus erectus `Sericeus` / Silver Buttonwood	3 gal., 20 - 24" Ht., Full	Yes	30" o.c.
HN2	2,194	Hamelia nodosa / Dwarf Firebush	3 gal., 14" - 16" Ht., Full	Yes	24" o.c.
ID2	697	Ilex vomitoria `Schillings Dwarf` / Dwarf Schillings Holly	3 gal., 10" - 12" Ht., Full	Yes	15" o.c.
ID	559	Ilex vomitoria `Schillings Dwarf` / Dwarf Schillings Holly	3 gal., 10" - 12" Ht., Full	Yes	24" o.c.
MC	3,721	Muhlenbergia capillaris / Pink Muhly	1 gal., 14 - 16" Ht., Full	Yes	36" o.c.
SB	3,181	Spartina bakeri / Sand Cord Grass	1 gal., 14 - 16" Ht., Full	Yes	36" o.c.
TF	1,309	Tripsacum dactyloides / Fakahatchee Grass	1 gal., 18" - 24" Ht. Full	Yes	36" o.c.
TD1	1,766	Tripsacum floridanum / Dwarf Fakahatchee	1 gal., 14 - 16" Ht., Full	Yes	36" o.c.
CODE REQ. SHRUBS					
CR	363	Chrysobalanus icaco `Red Tip` / Red Tip Cocoplum	3 gal., 24" Ht. Min.	Yes	30" o.c.
CG1	545	Clusia guttifera / Small Leaf Clusia	3 gal., 24" Ht. Min.	Yes	30" o.c.
CE3	522	Conocarpus erectus / Green Buttonwood	3 gal., 24" Ht. Min.	Yes	30" o.c.
CS2	254	Conocarpus erectus `Sericeus` / Silver Buttonwood	3 gal., 24" Ht. Min.	Yes	30" o.c.
PN	665	Psychotria nervosa / Wild Coffee	3 gal., 24"Ht., full	Yes	36" o.c.

* **Additional Native Understory Plantings for Inch Credit:**

9,977 - 1 Gallon Native Plants	(1" per 24 plants)	415 inches
7,798 - 3 Gallon Native Plants	(1" per 12 plants)	649 inches
	Total inches Provided	1,064 inches

Revision Box

Revision 02-06-26:

No Revisions to Previously Reviewed Landscaping. Updated background based on SLC Public Works Department comments, dated 11-20-25.

Revision 03-10-26:

The Pool Cabana has been revised to address Planning Department comment #14, received on 02-20-26.

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LANDSCAPE ARCHITECTURE

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Pulte Cornerstone
City of Fort Pierce
Florida
Landscape Specifications

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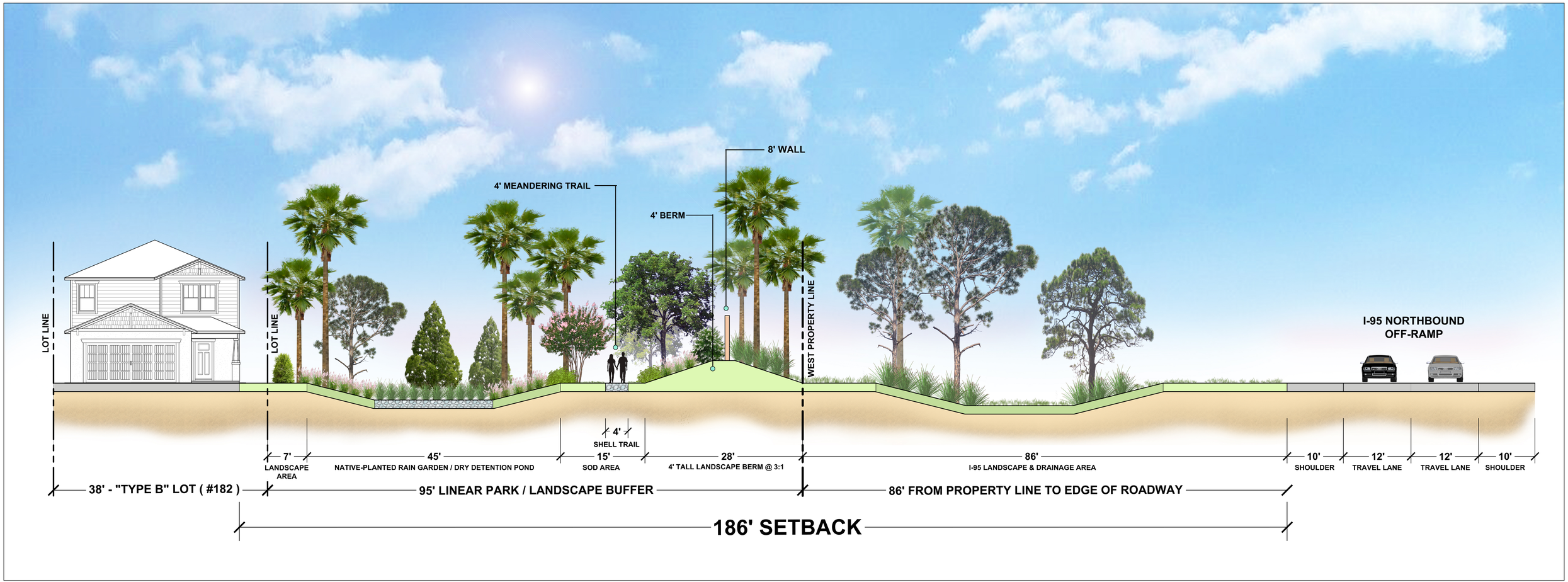
Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	2-14-2025
	6-13-2025
Revision Dates	
02-06-2026	03-10-2026

LP-11


8' WALL
4' MEANDERING TRAIL
4' BERM
LOT LINE
LOT LINE
WEST PROPERTY LINE
I-95 NORTHBOUND
OFF-RAMP
4'
SHELL TRAIL
7'
LANDSCAPE
AREA
45'
NATIVE-PLANTED RAIN GARDEN / DRY DETENTION POND
15'
SOD AREA
28'
4' TALL LANDSCAPE BERM @ 3:1
86'
I-95 LANDSCAPE & DRAINAGE AREA
10'
SHOULDER
12'
TRAVEL LANE
12'
TRAVEL LANE
10'
SHOULDER
38' - "TYPE B" LOT (#182)
95' LINEAR PARK / LANDSCAPE BUFFER
86' FROM PROPERTY LINE TO EDGE OF ROADWAY
186' SETBACK

Legend

M Model Home Lots (161, 162, 163)

Notes

1. Please refer to PD Agreement for Phasing Description

Revision Box

Revision 02-06-26:

No Revisions to Phasing Areas or Phasing Description. Updated background based on SLC Public Works Department comments, dated 11-20-25.

Revision 03-10-26:

No Revisions to Phasing Areas. Removed Phasing Description per staff email received 02-24-26, Comment # 3.

The Pool Cabana has been revised to address Planning Department Comment #14, received on 02-20-26.

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Pulte Cornerstone

City of Fort Pierce
PD Phasing Plan
Florida

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Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	06-13-2025
Revision Dates	09-02-25
	10-21-25 02-06-26 03-10-26

PH-1

Scale: 1" = 80'

0' 40' 80' 160' 240'

North

DISTRICT PLANNING GROUP

Planned Development Statement of Benefits

Pulte Cornerstone

Summary

Pulte is proposing a 250-lot single family home Planned Development community with associated amenities at 2721 S. Jenkins Road. This site is located just south of the Okeechobee Road commercial service area, to the east of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road.



The site consists of two parcels totaling 49.92 acres. The primary parcel has a Future Land Use designation of General Commercial (GC), and an application to amend the Future Land Use Map to Medium Density Residential (RM) is under review by the City of Fort Pierce.

If adopted, RM Future Land Use permits density of between 6.5 – 12 units per acre. The proposed 250 lot development is substantially less dense than the 599 units permitted under RM Future Land Use. The density proposed is 5 dwelling units per acre. Therefore, this development proposal is a significant decrease in density.

It is the intent of this Planned Development to provide high quality neighborhood living with creative on-site amenities, within a short walk of neighborhood services, schools and workplace centers, with easy access to the State's Intermodal System of I-95 and the Florida Turnpike.

Planned Development Benefits

Pulte Cornerstone Planned Development proposes the following community benefits to be developed through the innovative Planned Development process:

1. Resilient Living and Working Environment
    a. The chosen location, adjacent to walkable goods, services, jobs, schools and churches provides for a naturally-occurring resilient living and working environment. Convenient vehicle access to the State's Intermodal System of I-95 and the Turnpike provide fewer vehicle miles travelled (VMTs) for commuting outside the Fort Pierce area.
2. Enlightened and Imaginative Approaches to Community Planning
    a. Recognizing that this site is an important entrance into the City of Fort Pierce from I-95, Pulte plans to invest in a large art piece to be installed at the southwest corner of the site visible to northbound drivers on I-95 along the northbound off ramp. It is the goal of this investment to set the tone for those entering the City to expect a unique and special place. This art will be curated by the St. Lucie Cultural Alliance with the goal of engaging a local artist to create the artwork.
3. Enlightened and Imaginative Approaches to Stormwater Infrastructure
    a. Stormwater has been designed within the site to create vistas for homeowners, and amenities for residents as the use the landscaped walking trail that meanders between bioswales and raingardens between the cabana pool and the pocket park along the western boundary of the property
4. Enlightened and Imaginative Approaches to Property Design
    a. Pulte supports innovative solutions to community planning challenges by designing and contributing toward a 4-lane roundabout/traffic circle at the main entrance.
5. Variety of Natural Features and Scenic Areas
    a. Lakes, bioswales, raingardens turn what standard stormwater management into beautiful vistas and passive recreation areas.
    b. Street trees, spaced every 50' along all interior roads create a sense of outdoor living space, shaded walking areas and a cohesive community design.
6. Efficient and Economical Land Use

   a. Three lot types provide for a variety of home options and visual variety in the neighborhood. This variety provides homes at varying price points which can meet the needs of many different residents.
   b. The location of this new neighborhood provides for an efficient land use, locating 250 residences in close proximity to goods, services, jobs, schools and highways.
7. Improved Amenities
   a. Amenities include a cabana pool, interconnected and meandering walking trail through bioswales and raingardens, pocket park, custom sculptural art installation, pedestrian connection to adjacent commercial uses and centralized mail kiosk at recreational amenity center.
8. Orderly and Economic Development
   a. This development is consistent with approved and newly developed residential uses to the east and west.
9. Protection of Adjacent Uses (Existing and Future)
   a. Pulte supports innovative solutions to community planning challenges by designing and contributing toward a 4-lane roundabout/traffic circle at the main entrance. This innovative solution to a community challenge arises from narrow commercial parcels fronting Okeechobee Road. These parcels need access on Jenkins Road due to Okeechobee Road access constraints, but the increase in traffic on Jenkins Road and future widening plans also make a full access for these parcels unsafe. Pulte proposes to provide u-turn access for these constrained sites through a traffic circle that will also manage the safe ingress/egress needs of Cornerstone and Avalon Crossing. Without this neighborly coordination by Cornerstone, it would make future development of these parcels challenging.

DISTRICT PLANNING GROUP

Design Review Narrative

Pulte Cornerstone

3000 Okeechobee Road

February 14, 2025

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Development Program **6**

Architecture **6**

Closing ***6***

Summary

Pulte is proposing a 243-lot single family home Planned Development community at 2721 S. Jenkins Road. The new neighborhood will provide a variety of onsite amenities including a community pool, a shaded and meandering nature trail, multiple pocket parks with seating overlooking community lakes, and a tall architectural/art feature visible from I-95 to provide a Fort Pierce welcome to northbound I-95 travelers.

Adjacent to commercial parcels at the Okeechobee Rd. intersection, this neighborhood will provide connectivity to those supportive uses while diverting commercial trips away from the intersection.

Site

This site is located just south of the Okeechobee Road commercial service area, to the east of the Avalon Crossings Planned Development, and lies between Jenkins Road and the I-95 northbound off ramp to Okeechobee Road.



Adjacent Properties

The property fronts South Jenkins Road, and is adjacent to vacant commercial parcels to the north, a new one- and two-family Planned Development to the east, I-95 to the west and an approved, unbuilt residential rental development to the south.

Table 2: Site and Surrounding Land Uses

	Site	North	South	East	West
Future Land Use	General Commercial (GC)	General Commercial (GC)	Medium Density Residential (RM)	Medium Density Residential (RM) and General Commercial (GC)	Interstate-95
Zoning	General Commercial (C-3)	General Commercial (C-3)	Medium Density Residential (R-4)	Residential Single Family (E-3), Single-family Intermediate Residential (R-2), and Planned Development (PD)	Interstate-95
Current Use	Vacant	Vacant	Viva West – Approved 222-unit rental community	Avalon Crossing PUD, Vehicle Storage, St Peter Evangelical Lutheran Church	Interstate-95

Design Context

South: Viva West Rental Community (unbuilt)





East: Avalon Crossing







East: Single Family Home



North: Commercial Uses



Project Details

Consistency with Existing and Developing Character

Site Analysis

This site lies between the I-95 northbound offramp and Jenkins Road, just to the south of the Okeechobee Road intersection. It is a flat, fallow citrus site with no wetlands or environmentally sensitive features to incorporate. Key considerations in the design of this site are to screen future residents from I-95 traffic, provide connectivity to the commercial parcels to the north, and align the entrance with the Avalon Crossing neighborhood to the east.

Design Intent and Design Program

This project intends to create a welcoming single-family community with a wide, tree-lined boulevard entrance, transitioning into a grid layout of tree-lined streets. Large lakes amenitize many of the lots surrounding them, and include common area vistas over each lake from pocket parks along a shaded, meandering nature trail. A community pool, playground and mail kiosk area anchor the trailhead and community gathering space. Homes are generally screened

from Jenkins Road and fully screened from I-95 with lush landscaping to create a quiet community experience, while providing for future connection to the commercial parcels (currently unbuilt) to the north. A number of designs will be available to homebuyers, which will create a varied streetscape.

Design Compatibility

A limited number of buildings are visible from Jenkins Rd. to establish an architectural design context for compatibility. The closest built projects include:

- Avalon Crossings: One- and two-family development, aligned directly to the east of the project entrance, with homes visible from the side; and
- Viva West Rental Community adjacent to the south is a mix of single-story apartments and two-story row houses; and
- An older single-family home to the east; and
- Commercial goods and services at the intersection of Jenkins Rd. and Okeechobee Rd., including Wawa, Chipotle and Aldi

Common design elements among the built and approved residential properties surrounding the subject site include:

- Hip roofs, gable-end roofs, and hip roofs with gables
- Muted, neutral color palettes
- Minimal ornamentation
- Shallow, roofed front stoops
- Front-loaded garages and community parking lots

Development Program

The neighborhood will consist of 243 single family homes and will provide a variety of onsite amenities including a community pool, a shaded and meandering nature trail, multiple pocket parks with seating overlooking community lakes, and a tall architectural/art feature visible from I-95 to provide a Fort Pierce welcome to northbound I-95 travelers.

Adjacent to commercial parcels at the Okeechobee Rd. intersection, this neighborhood will provide connectivity to those supportive uses while diverting commercial trips away from the intersection.

Architecture

The architecture of this single-family development reflects current Florida vernacular homes in a wide variety of single story and two-story options that will create a varied streetscape. Architectural elevations of all home plan options can be found in Exhibit 1. Color choices are forthcoming.

Closing

The new Cornerstone neighborhood will provide a variety of lot and home sizes within walking distance of groceries, home goods, restaurants, drug stores, coffee shops, houses of worship and employment opportunities. The focal architectural identity feature will be visible from I-95 as an entrance into Fort Pierce, and the community's traditional grid layout will be enhanced by a shaded nature trail with lake vistas and pocket parks. Additional amenities include a community pool and playground area. Street trees will create a sense of place as pedestrians walk neighborhood streets past a variety of home styles that are in keeping with the recently built and approved projects nearby. This new neighborhood will provide a much needed housing option near the King's Highway Jobs Corridor and the State's Intermodal System, while improving the entrance vista to Fort Pierce from northbound I-95 travellers.

DISTRICT PLANNING GROUP

March 12, 2026

Vennis Gilmore
Historic Preservation Officer/Senior Planner
Planning Department
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Pulte: Cornerstone Final Planned Development – Application PD2025-00002
Comment Response Letter

Dear Mr. Gilmore,

On behalf of the Applicant, please find our responses to the most recent review comments for the Final Planned Development for Cornerstone**,** received on February 20, 2026.

City of Fort Pierce Planning: Vennis Gilmore

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):

1. Consider adding the maximum allowed height of 35 feet of the Planned Development in the Site Plan Site Data. The maximum height is listed in the response letter only.

   Response: Please see updated Final Site Plan with the Site Data Table updated to reflect a maximum 35' height.

2. Provide the following information for the Final PD per Master PD Conditions:

   a. 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.

      Response: Refer to landscape plans for details regarding the buffering treatment of the perimeter. There are no refuse stations, storage areas or loading areas.

   b. In your response letter, your response for item 2(e) was that there are two (2) elevations views of the western perimeter buffer, landscaping and wall, showing the buffering technique. I do not see those us uploaded attachments. I do remember seeing those documents presented

in your presentations to the Planning Board and City Commission at meetings. Please provide as an official submittal.

Response: Please see uploaded documents.

3. Apply for a Subdivision (Plat) Application prior to submitting for building permits.

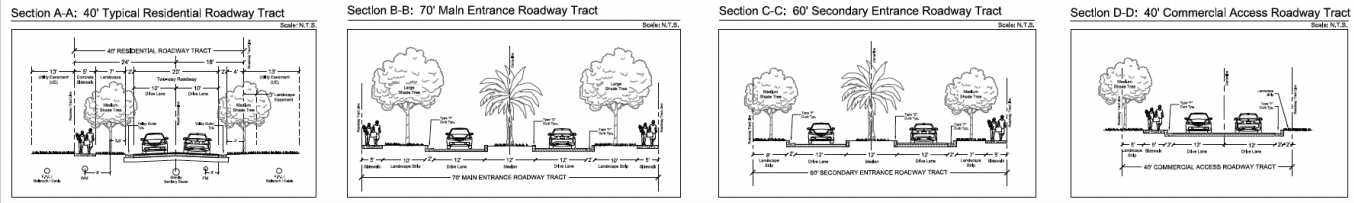
Response: Acknowledged

4. Prior to plat approval, 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.

Response: This approved Condition of Approval in the Master Planned Development Ordinance is acknowledged.

5. Ensure that there are sidewalks on both sides of internal roadways with sidewalk connections to the Jenkins Road Corridor for sidewalk connectivity and accessibility.

Response: This Final Planned Development Site Plan follows the Development Standards adopted by the Master Planned Development Site Plan, approved by the City Commission, which creates the following sidewalk regulations for this site:



6. Ensure that stop bars and stop signs are placed at all applicable intersections including where the cross-access roadway meets adjacent property to the north.

Response: Until the property to the north develops, this cross-access roadway referenced in the above comment will dead end at the adjacent northern parcel. Once it develops, the stop bar and stop sign will need to be placed where their southern access meets the cross-access roadway on their parcel.

7. Per discussion at the 1st Hearing of the Pulte-Cornerstone Master Planned Development, please provide proof of Trash Pickup details and coordination with the City of Fort Pierce Public Works Department.

Response: This comment was addressed in our 2/12/2026 resubmittal comment response letter. Can you please confirm whether this information was distributed through the City's process to the Interim Solid Waste Division Manager, Tysha Williams? The item is currently marked as completed in Tyler (see below).

✅ Public Works - Solid Waste • Not Required • Gilmore Vennis • Completed : 02/20/2026

Please see our previous response, as follows: The recommendation for a centralized front-load dumpster or compacting Verti-Pac unit is not typical or appropriate for a single-family residential community of this type. The proposed development is designed to function as a conventional single-family neighborhood, with individual dwelling units utilizing standard rolling carts for solid waste and recycling collection, consistent with prevailing residential service models throughout the City and County.

Centralized commercial collection systems such as front-load dumpsters or compactors are generally reserved for multi-family, mixed-use, or non-residential developments where individual curbside service is not feasible. Requiring such a system for a single-family community would be inconsistent with established practice and would introduce unnecessary infrastructure, operational complexity, and visual impacts without a corresponding public benefit. Homeowners will not prefer to drive their garbage to a central dumpster when they could have a bin in their garage, and requiring such will adversely impact perception of and desirability of living in this community.

Concerns related to the cost of providing solid waste service are appropriately addressed through the City's adopted solid waste rate structure and user fees, rather than through land-use or site-design requirements imposed at the development-review stage. The project is capable of being fully and adequately served by standard residential solid waste and recycling collection.

Accordingly, the project will proceed with individual rolling containers for each residence, and no centralized commercial collection facilities are proposed.

8. Provide Color Renderings and Elevations (with dimensions) of the proposed structures (ie: amenity center, identity feature, proposed 8-foot wall, proposed parks, playground, pool area, and school bus stop).

Response: Please see included elevations of amenity area and identity feature which include cabana elevations, proposed 8-foot wall, playground and school bus stop area.

9. 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.

Response: Acknowledged

10. Prior to plat approval, 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. Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise. From Figure 18-1 Noise Abatement Criteria: From Figure 18-3 Building Noise Reduction Factors: Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

Response: This Commission-approved Condition of Approval in the Master Planned Development Ordinance is acknowledged.

11. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy. 12. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

Response: Acknowledged

12. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

Response: Acknowledged

13. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with 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.

Response: Landscape and Mitigation Plans were included in the submittals for Final Planned Development on 2/15/2025, and no comments from the City's Arborist were received through the City's TRC process. Landscape and Mitigation Plans were updated and resubmitted through the City's Energov portal process on 6/13/2025 and no comments were received from the City's Arborist. On 2/12/2026, Landscape and Mitigation Plans were submitted through the City's Energov portal process, and no comments were received by the City's Arborist. Is there a different, unpublished process applicants are required to follow to receive a review from the City's Arborist? The Energov portal shows Public Works Parks and Grounds as Completed since the 2/12/2026 resubmittal. Please see screenshot, below.



14. Per discussion at the 1st Hearing of the City of Fort Pierce Comprehensive Plan EAR, the subject of Policy 7.4.11 was discussed in the Public Hearing.

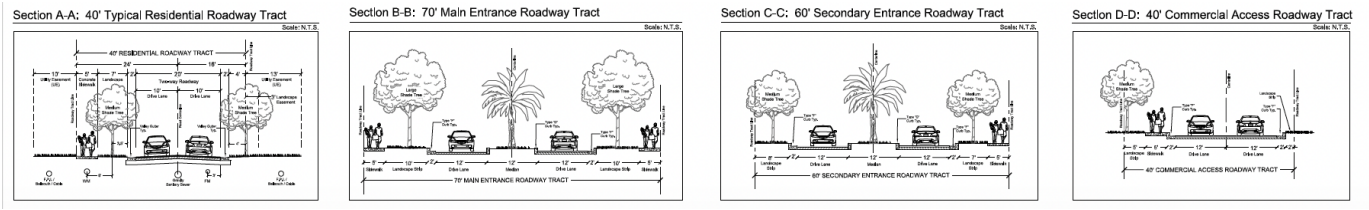
Policy 7.4.11: The City of Fort Piece shall require that all future residential developments in excess of 100 dwelling units provide a community clubhouse, recreation center or similar communal building of an appropriate size that is "hurricane hardened," and equipped with a generator and accessory fuel storage system to supply power in the event of prolonged power outages. Consider converting the amenity center/cabana into a community clubhouse or a community clubhouse would need to be built.

Response: The hurricane hardened cabana amenity building has been designed to provide for a "Hurricane-Ready Room" featuring a refrigerator for resident medications and a charging wall for resident handheld devices in the event of extended power outages in the event of a storm. A concrete pad outside the cabana and exterior receptacle can host a generator as needed after a storm event. A portable generator and tank will also be provided by the Applicant. Please see uploaded cabana layout plan for details.

City of Fort Pierce Engineering, Venetia Barnes:

1. Approval Condition: It is this department's recommendation that sidewalks are provided on both sides of the project's interior roadways. In addition to including an additional sidewalk at the secondary entrance's southwestern connection to the Jenkins Road corridor. This department defers to the determination of both the Planning Department and Planning Board. If sidewalks on both sides of the interior roadways are determined, the site plan shall be updated accordingly.

Response: This Final Planned Development Site Plan follows the Development Standards adopted by the Master Planned Development Site Plan, which creates the following sidewalk regulations for this site:



As such, the Final Planned Development Site Plan has been designed with 5' sidewalks on one side of all interior streets and 5' sidewalks on both sides of the main entry boulevard.

City of Fort Pierce City Attorney, Sara Hedges

The issues/questions/topics from my meeting with Planning are:

1. Moving all stormwater into phase 1 – staff has heard there are some issues with SFWM approvals when all stormwater isn't addressed in the first phase.

   Response: The Final PD Plan is consistent with the Phasing Plan approved by the City Commission, with the lakes included as part of Phase 1. The site will be constructed in accordance with the approved Phasing Plan, the approved Final PD Plan, and the South Florida Water Management District (SFWMD) Environmental Resource Permit (ERP). Portions of stormwater management systems are routinely phased on larger developments. The SFWMD allows phasing during construction if it is shown that the pro-rated portion of the overall water management system has been installed and is functional to support the phasing. In addition, Phase 1 will provide not only the required lakes but also the dry retention areas necessary for Phase 1 and the interconnected pipe network serving the lakes and dry retention areas, and the control structure prior to discharge. As a result, Phase 1 will function as a fully operational stormwater management system that meets SFWMD criteria.

2. What is the plan for how to release lots within each phase for sale/development? Safety issues with sidewalk gaps driving this question.

   Response: Pulte employs a line building strategy which means that lots are released for sale sequentially (i.e. down the road, vs randomly). This approach helps minimize disruption to occupied homes in the community, as well as improving the safety of the residents, as compared to a more scattered approach. Sidewalks, as per City code, will be constructed with each home.

3. Staff would like to remove the phasing language from site plan and have it just in the First Amendment to Agreement.

   Response: The phasing language has been removed from the Phasing Plan and it has been added to the draft First Amendment to the Planned Development Agreement per this request.

4. Add language that Phase 2 cannot begin until Phase 1 is fully completed.

   Response: Based upon our discussion with Planning Dept. staff on this issue, language has been added to the draft First Amendment to the Planned Development Agreement requiring that all stormwater infrastructure serving Phase 2 will be completed prior to the first certificate of occupancy being issued for any home in Phase 2.

5. Include language that the feature/monument/artwork needs to be in Phase 2 on the site plan (200 house trigger makes Phase 2) or change the number trigger to bring it into Phase 1.

   Response: The draft First Amendment to the Planned Development Agreement has been amended (pg. 3) to require the Identity Feature to be constructed by the 137th building permit.

6. Include language that final feature/monument/artwork will be approved by City Commission via Resolution and include language as to style they'll use. As we discussed, if there is a relatively final design that can be provided now, we could just attach that as an exhibit with language that it will be "substantially in the form as Exhibit X" or something along those lines.

   Response: As requested, language has been added to the draft First Amendment to the Planned Development Agreement (see Paragraph 5, "Public Benefit") providing that the identity feature will be in substantially the form depicted in an Exhibit, which will be attached to the First Amendment. The identity feature is included in the resubmittal documentation.

7. Confirming garbage collection is individual lots and not by dumpster.

   Response: Garbage collection will be curbside, by individual lots.

8. Exhibit 1 "decline in the residential real estate market" – language needs tweaked or qualified. Open to brainstorming.

   Response: Please see updated language on page 7 of the draft First Amendment to the Planned Development Agreement ("Development Timeline") providing standards to define this term.

9. Comprehensive Plan 7.4.11 requires a development with 100 units provide a clubhouse/rec center/similar that is "hurricane hardened" and equipped with a generator and accessory fuel storage system to supply power in the event of prolonged power outages. This inconsistency with the Comprehensive Plan will need resolved.
    a. Section 125-212(c) states, in part:

    (c) General standards for approval. The planned development (PD) district is designed to allow an applicant to submit a proposal for consideration for any use or any mixture of uses on property not less than five acres in area or on property located within the Fort Pierce Redevelopment Area (FPRA). The approval of planned development rezoning rests with the city commission. However, no rezoning or PD may be approved unless the following standards are met:

    (1) Comprehensive plan consistency. The proposed development shall be shown to be consistent with the goals, objectives, and policies of the comprehensive plan, and consistent with the future land use element, and the standards and criteria contained in the following sections, unless a corresponding amendment to the comprehensive plan is also adopted.

Response: Please see the attached revised cabana floorplan which includes a hurricane ready room with refrigerator, charging stations and a hookup for a portable generator and tank (which will be provided by the Applicant).

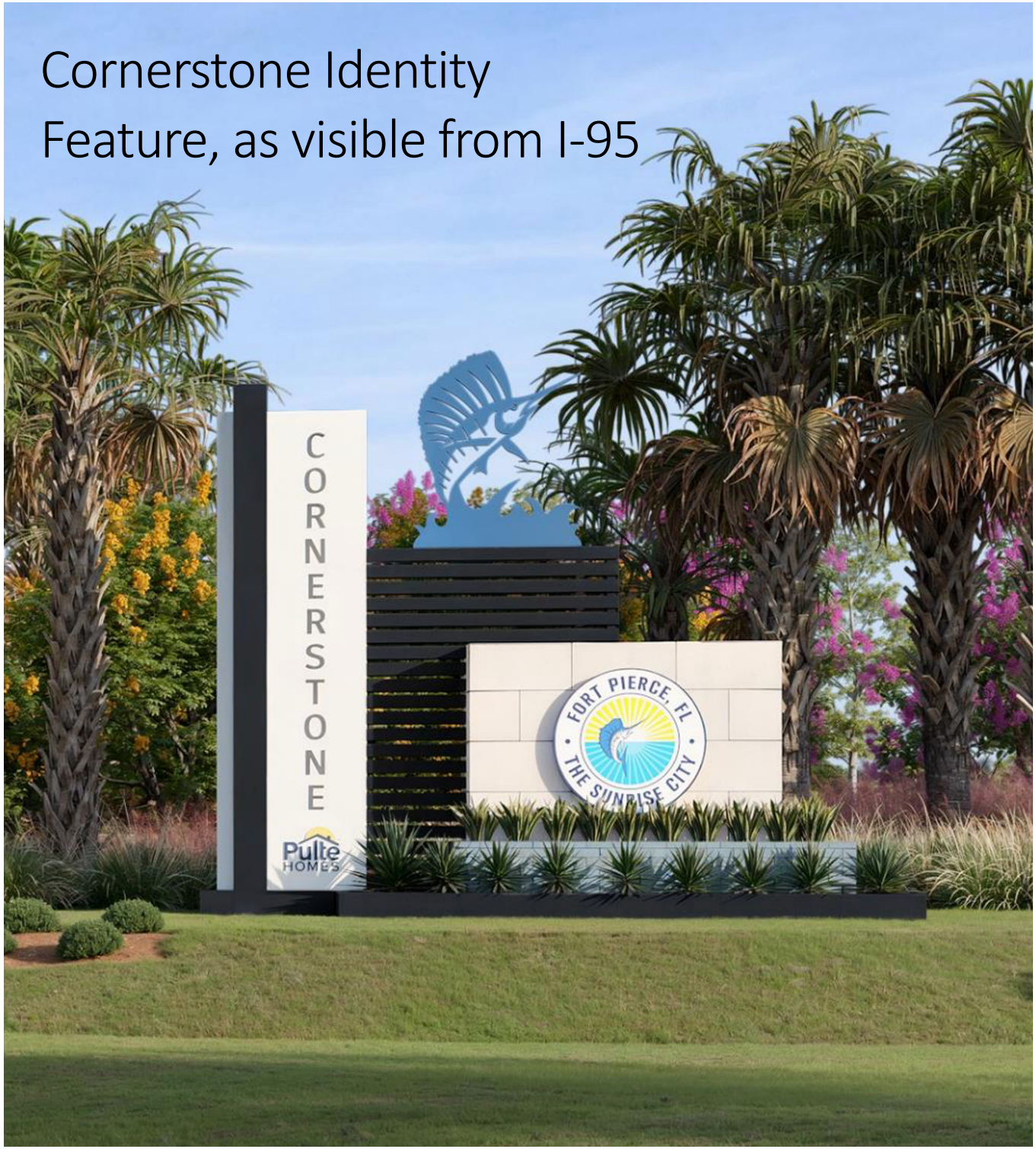
Please feel free to contact me if you have any questions regarding these responses. We believe these responses comprehensively address all staff comments and respectfully request being placed on the April 13 , 2026 Planning Board agenda and May 4 and May 18th City Commission agendas.

Sincerely,



Leslie Olson, Principal

Cornerstone Identity Feature, as visible from I-95



I-95 Exit Ramp Streetview Rendering of Identity Feature



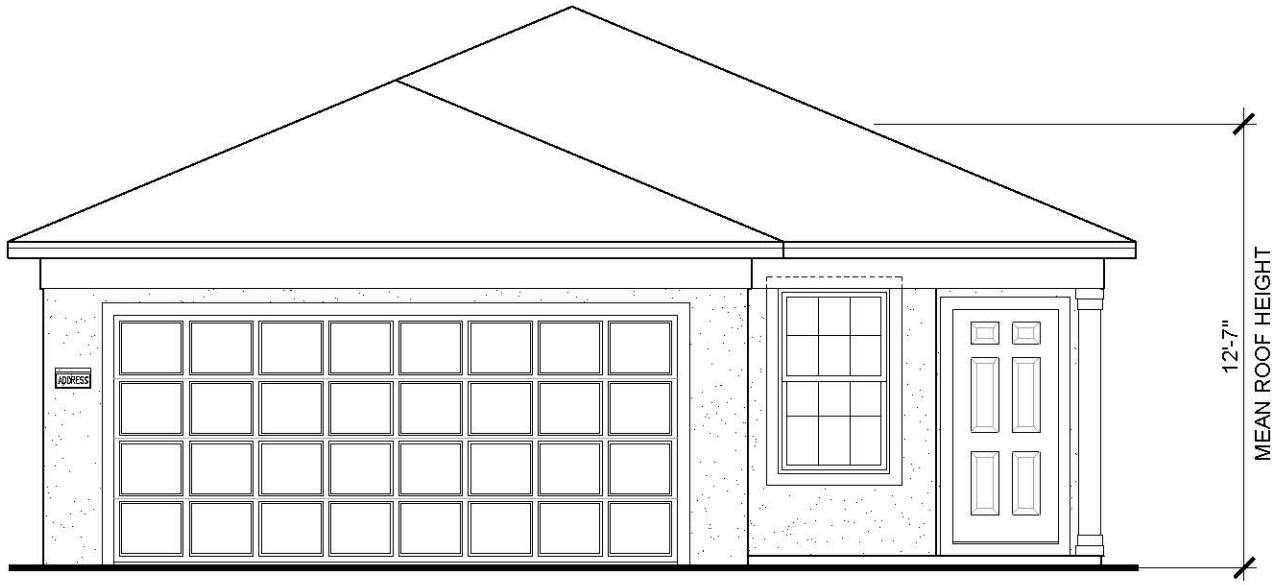
Exhibit A: Architectural Renderings, Floorplans and Color Boards





CANDLEWOOD CMU-CO1 ELEVATION

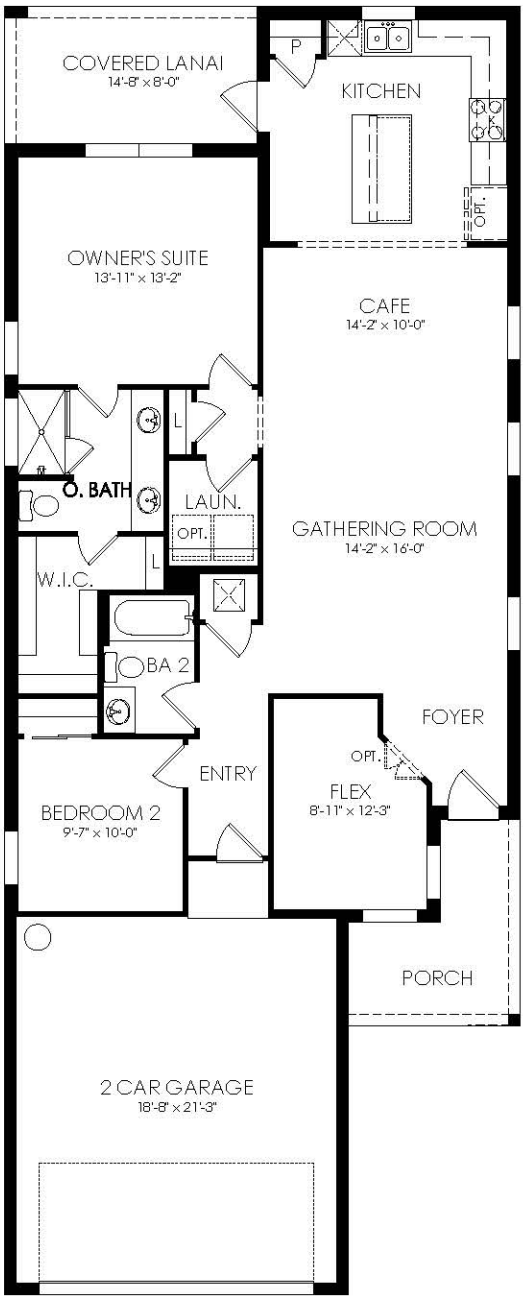




CANDLEWOOD CMU-FM1 ELEVATION

PulteGroup™

Candlewood



First Floor

EQUAL HOUSING OPPORTUNITY

Floor plans, Elevations and Options will vary from Community to Community and may not reflect current changes. Dimensions shown are approximate.

(c) Copyright 2021 Pulte Home Company, LLC

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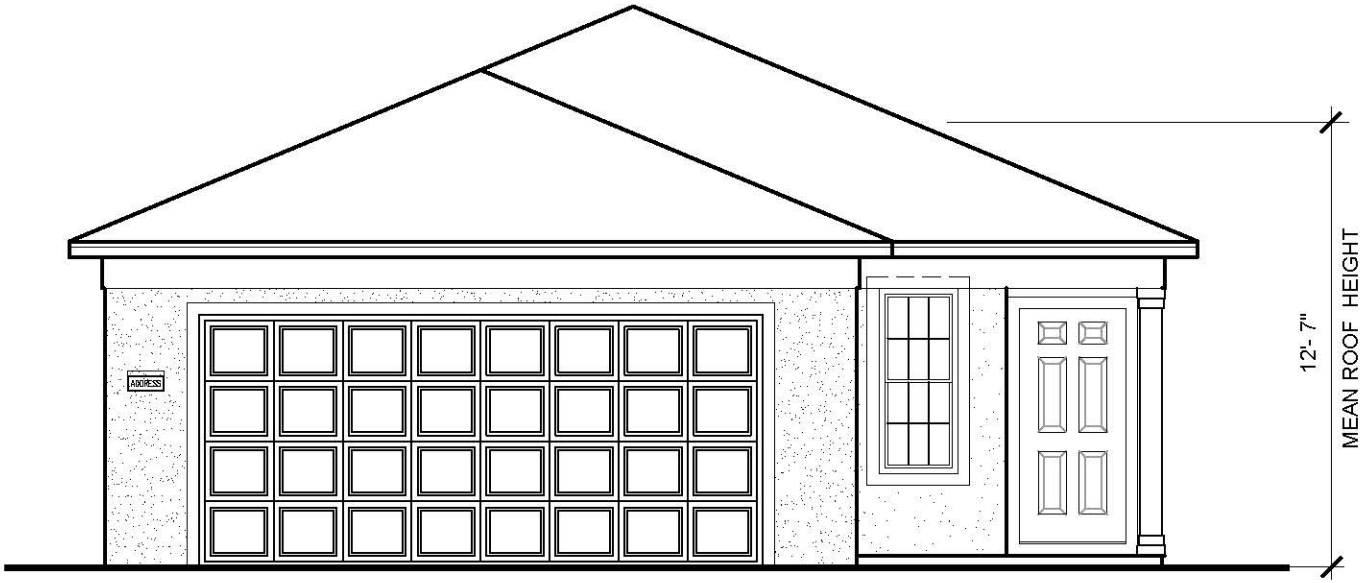
DAYLEN CMU-CO2 ELEVATION

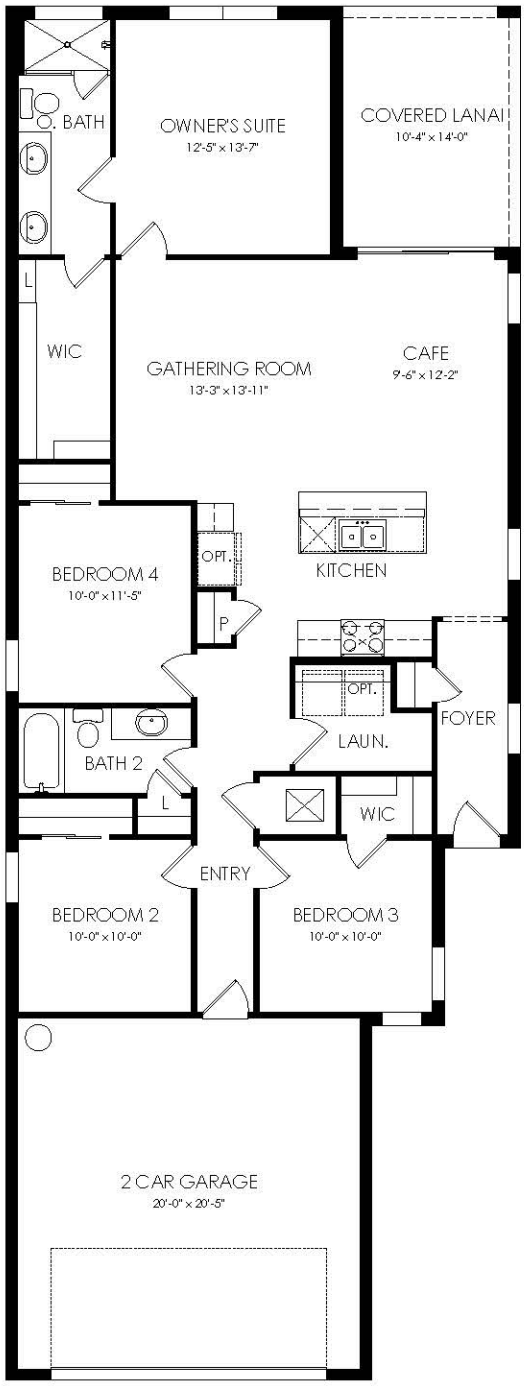




DAYLEN CMU-FM1 ELEVATION

PulteGroup™

Daylen



First Floor

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MARLIN CMU - CO2 - 2 STORY CMU ELEVATION





MARLIN CMU - FM1 - 2 STORY CMU ELEVATION

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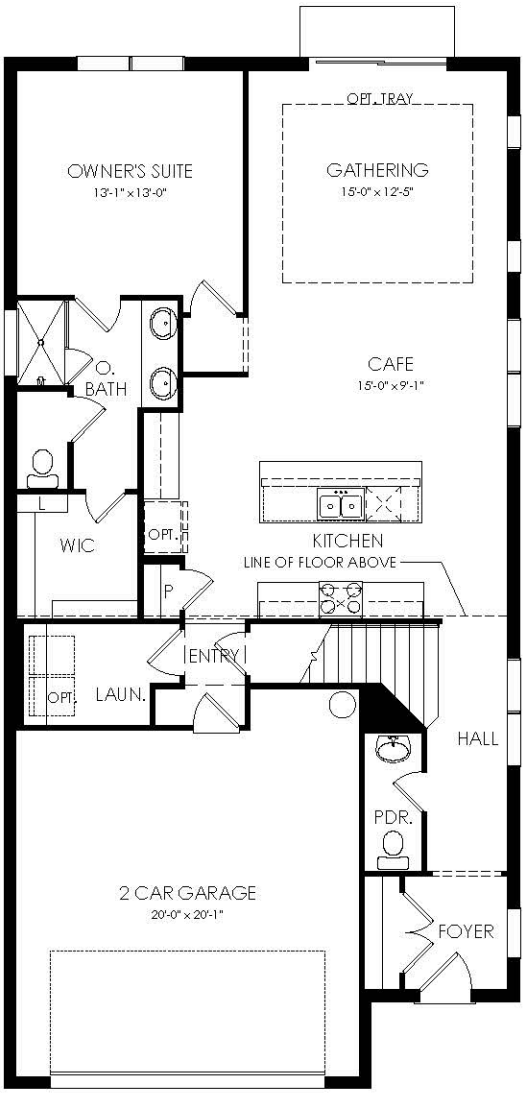
Marlin



First Floor

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WIDTH 30'-0"
DEPTH 60'-0"

Zone CMU

SQ FTG 2,068

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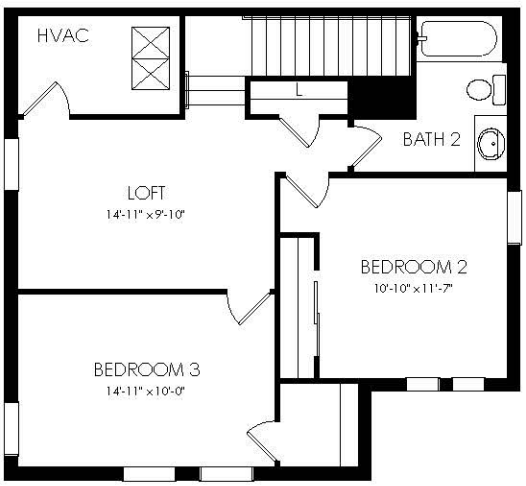
PulteGroup™

Marlin



Second Floor

EQUAL HOUSING OPPORTUNITY

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MILL RUN CMU-CO1-2 STORY CMU ELEVATION

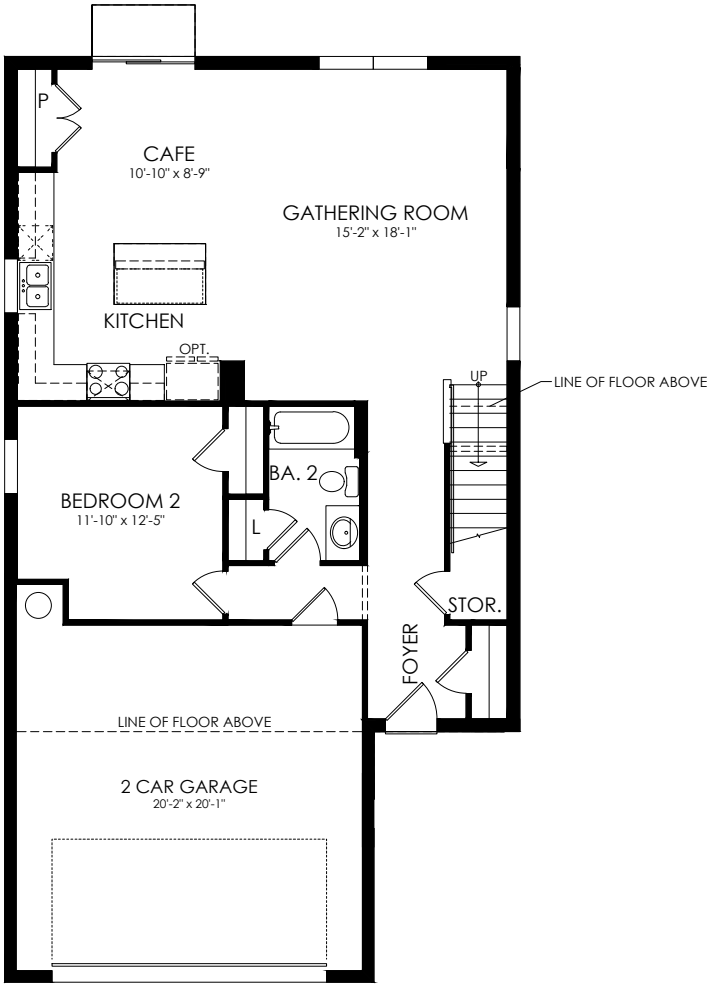




MILL RUN CMU-FM1-2 STORY CMU ELEVATION

PulteGroup

Mill Run



First Floor

EQUAL HOUSING OPPORTUNITY

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DEPTH 53'-11"

SQ FTG 2,203

Zone CMU

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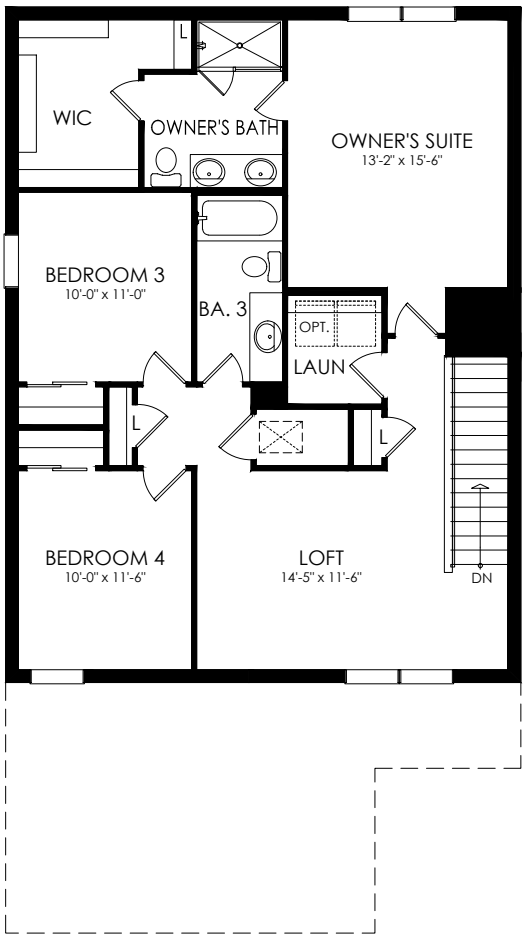
PulteGroup

Mill Run



Second Floor

EQUAL HOUSING OPPORTUNITY

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PINECREST CMU - FM1 ELEVATION

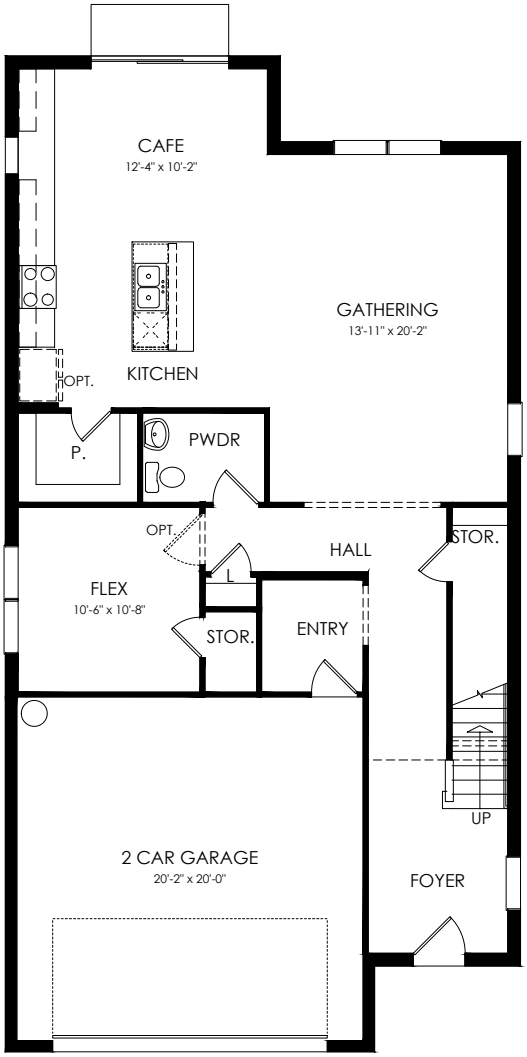




PINECREST CMU - CO2 ELEVATION

PulteGroup™

Pinecrest



First Floor

EQUAL HOUSING OPPORTUNITY

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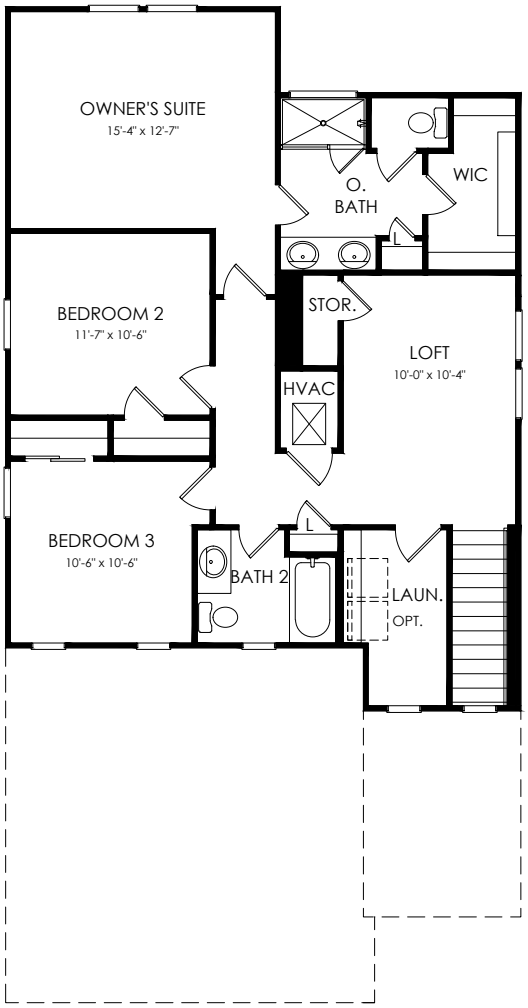
PulteGroup™

Pinecrest



Second Floor

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TALON CMU-CO1-2 STORY CMU ELEVATION

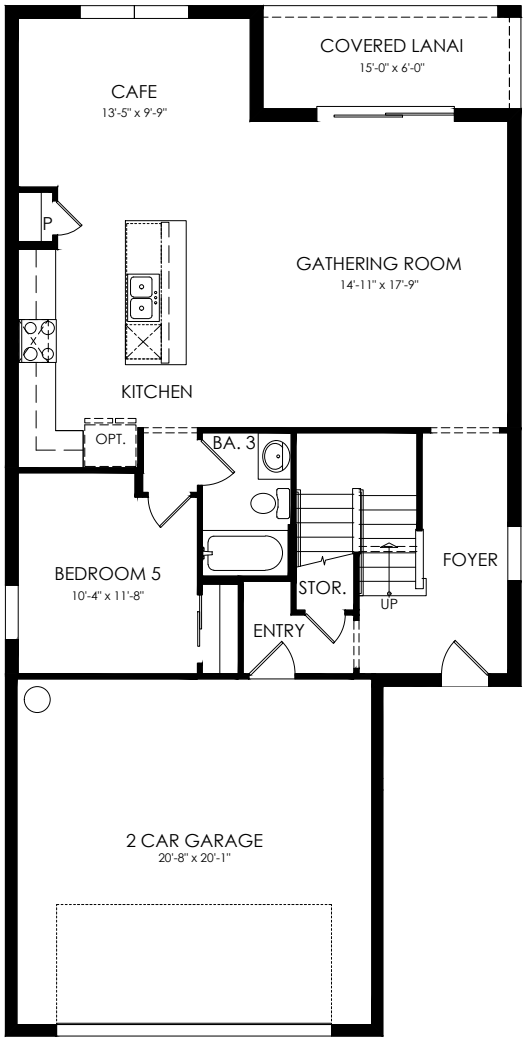




TALON CMU-FM1-2 STORY CMU ELEVATION

PulteGroup™

Talon



First Floor

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SQ FTG 2578

Zone CMU

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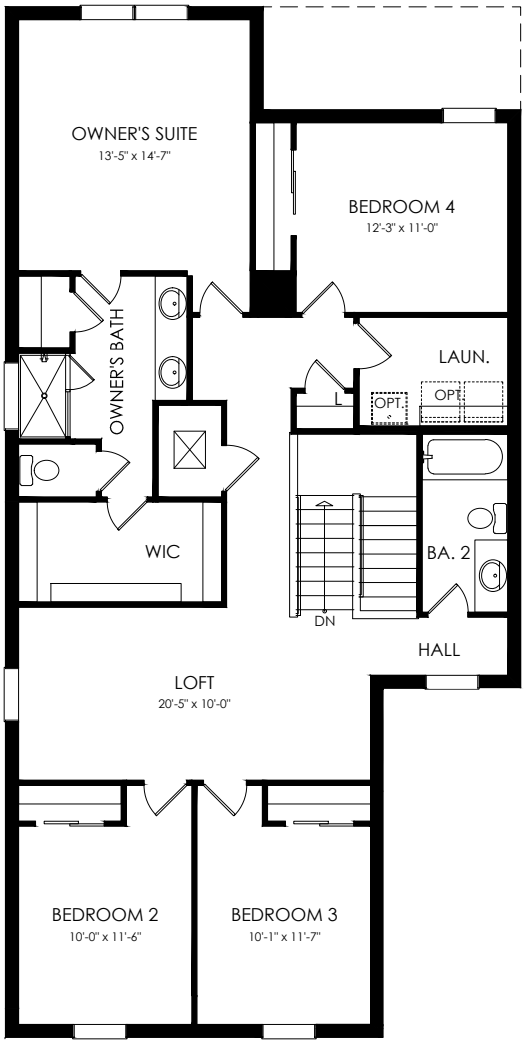
PulteGroup™

Talon



Second Floor

EQUAL HOUSING OPPORTUNITY

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WIDTH	30'-0"	SQ FTG	2578
DEPTH	60'-0"	Zone CMU	

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DISTRICT PLANNING GROUP

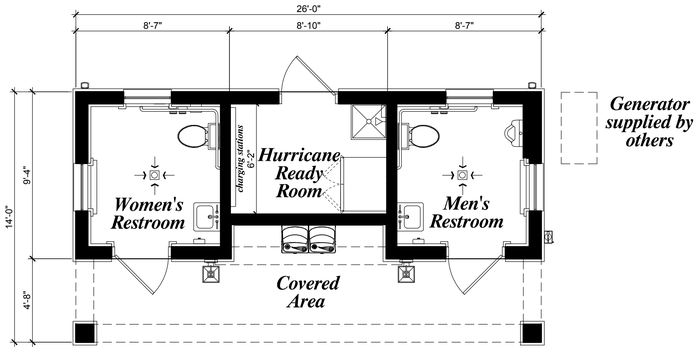
Color Board

Pulte Cornerstone

2721 S. Jenkins Road

Please see Architectural Elevations





Pool Cabana
Floor Plan
Scale: 1/4" = 1'-0" on 36" x 24" sheet
N.T.S. on 17" x 11" sheet

FIELDSTONE
ARCHITECTURE & ENGINEERING
Florida: 12906 Tampa Oaks Blvd. - Ste.150 - Tampa, FL 33637
248.622.4035 - FieldstoneAE.com - 813.466.3310

Pulte Homes
Pulte Group / SouthEast Florida
1475 Centerpark Boulevard
West Palm Beach, Florida 33401
+1 561.745.4906

www.Pulte.com

	Date	Issued for:
1	01/26/2026	Client Review
2	02/26/2026	Staff Review
#	--	--
#	--	--
#	--	--
3	--	--
4	--	--
5	--	--
6	--	--
7	--	--
8	--	--
9	--	--
10	--	--

THESE DRAWINGS ARE INSTRUMENTS OF SERVICE AND IS THE SOLE PROPERTY OF FIELDSTONE A&E, LLC. ANY USE OF THIS DRAWING WITHOUT WRITTEN CONSENT BY FIELDSTONE A&E, LLC. IS PROHIBITED.
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DRAWINGS ARE NOT TO BE SCALED. DRAWING SCALES AS INDICATED ARE FOR REFERENCE ONLY; WRITTEN DIMENSIONS SHALL GOVERN.

Job No.
2500713.101

Project Title
CORNERSTONE POOL CABANA

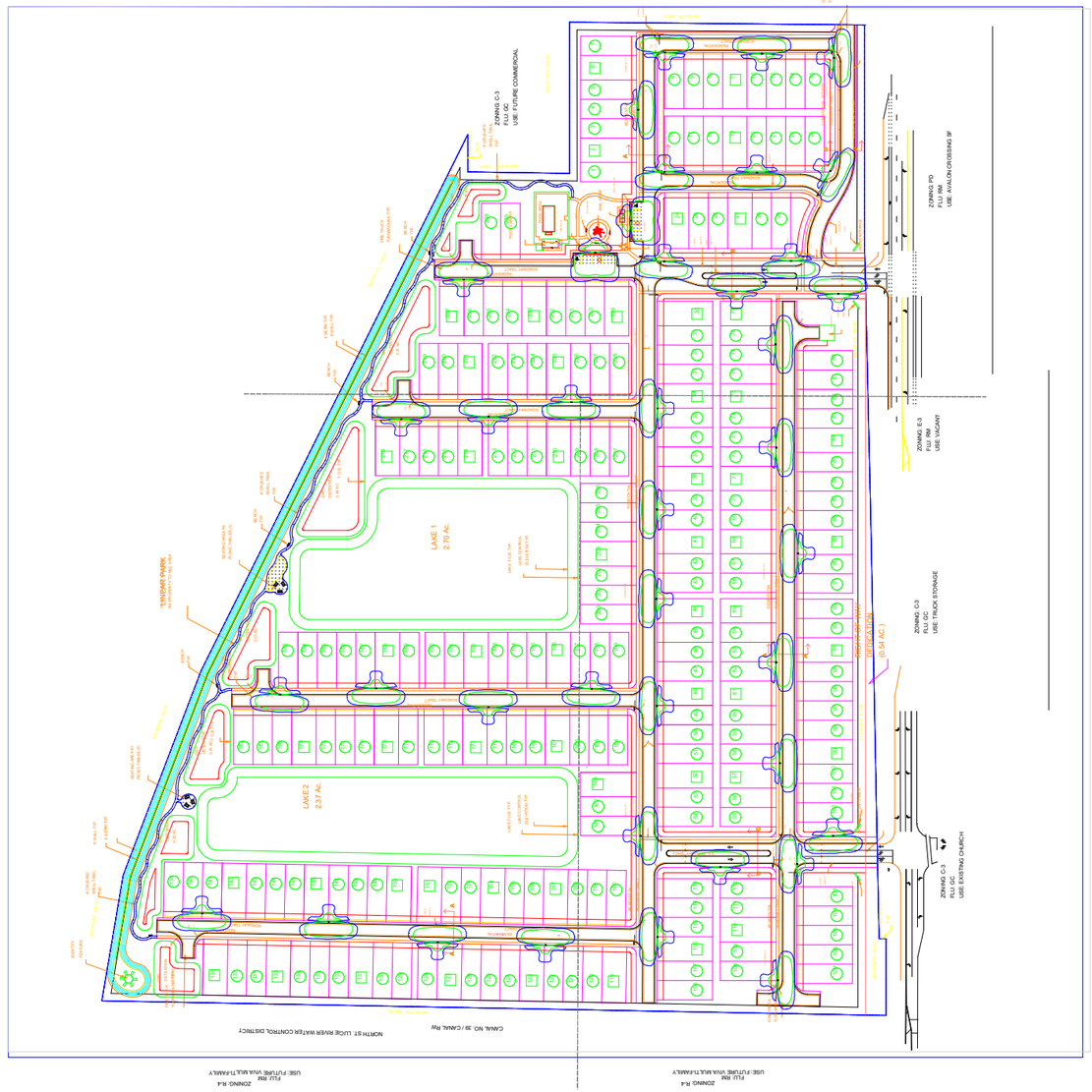
Sheet Title
FLOOR PLAN

©Fieldstone A&E, LLC

Sheet No.
A-1.0

PRELIMINARY NOT FOR CONSTRUCTION

C:\Users\klagor\appdata\local\temp\AcPublish_228\4X_Cornerstone PC FP.dwg Plot Date: Thursday, February 26, 2026 11:26 AM, Plotted By:klage



1. Photometry is designed based on preferred locations by Owner. Owner shall be responsible for coordinating any landscape conflicts with landscape architect.
2. Lighting levels based on 100% typical light output using the operating profile of 100% at dusk > after 4 hours dim to 30% > brighten to 100% 1 hour before dawn > off at dawn.

Not to Scale

FIRSTLIGHT TECHNOLOGIES

Pulte - Cornerstone Street Lighting V4
RSL - PTM series Lights
First Light Technologies Ltd.

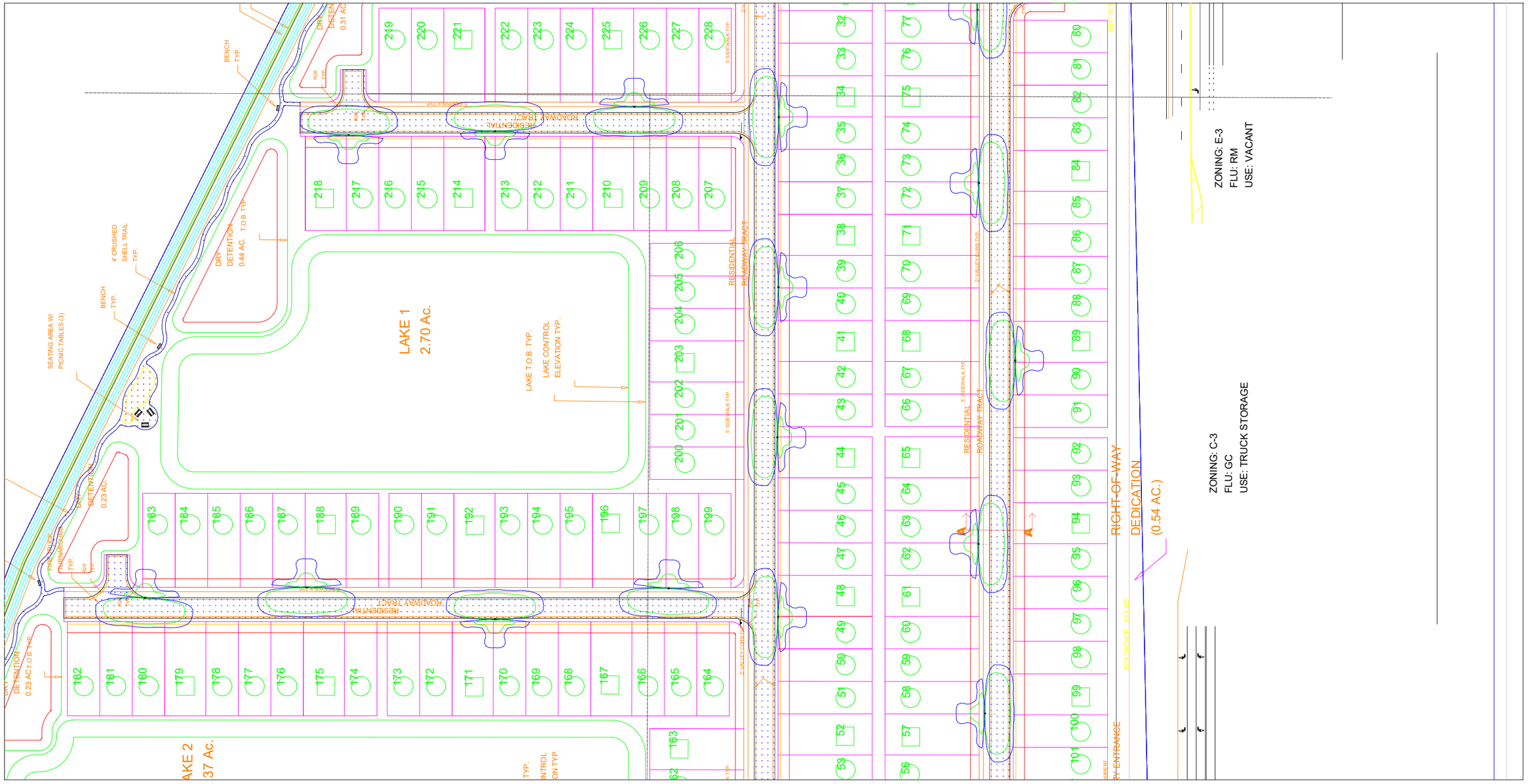
Designer
DDCI

Date
2026-02-03

Drawing No.
20251129_Pulte Cornerstone_V4

Scale
Not to scale

Approved by



Not to Scale

FIRSTLIGHT TECHNOLOGIES

Pulte - Cornerstone Street Lighting V4
RSL - PTM series Lights
First Light Technologies Ltd.

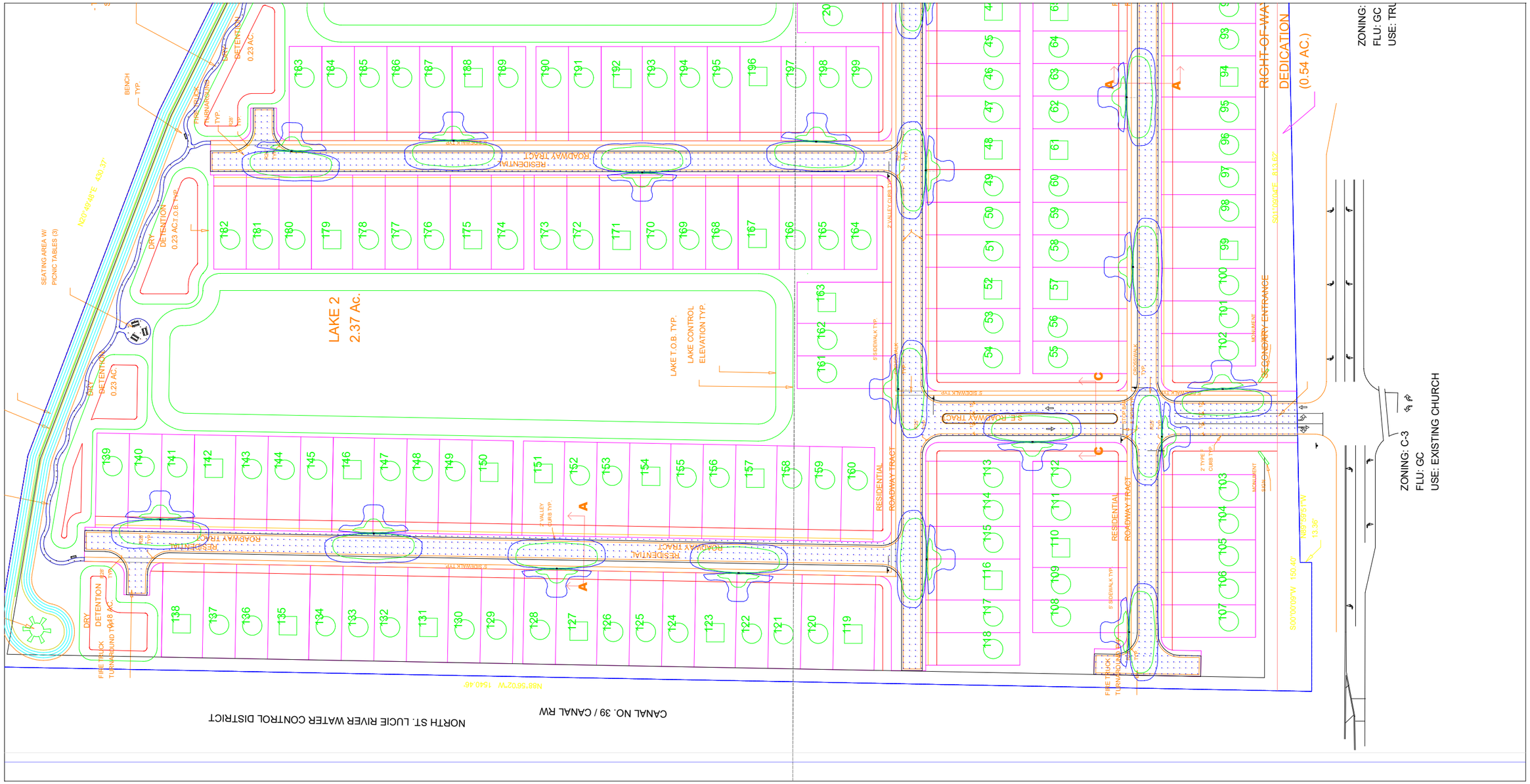
Designer
DDCI

Date
2026-02-03

Drawing No.
20251129_Pulte Cornerstone_V4

Scale
Not to scale

Approved by



Not to Scale

FIRSTLIGHT TECHNOLOGIES

Pulte - Cornerstone Street Lighting V4
RSL - PTM series Lights
First Light Technologies Ltd.

Designer
DDCI

Date
2026-02-03

Drawing No.
20251129_Pulte Cornerstone_V4

Scale
Not to scale

Approved by



FIRSTLIGHT TECHNOLOGIES

Pulte - Cornerstone Street Lighting V4
RSL - PTM series Lights
First Light Technologies Ltd.

Designer
DDCI
Date
2026-02-03
Drawing No.
20251129_Pulte Cornerstone_V4
Scale
Not to scale
Approved by

Luminaire Schedule							
Symbol	Qty	Label	Arrangement	Description	LLF	Luminaire Lumens	Mounting Height
⊕	2	FLT RSL PTM T4F	Single	RSL Series MOD#_ RSL PTM xx ST T4F xx xx	0.900	3000	18
⊕	38	FLT RSL PTM T3	Single	RSL Series MOD#_ RSL PTM xx ST T3 xx xx	0.900	2969	18

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Parking 1	Illuminance	Fc	0.65	1.4	0.2	3.25	7.00
Parking 2	Illuminance	Fc	0.60	1.3	0.2	3.00	6.50
Trail_Planar	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
Roadways	Illuminance	Fc	0.25	2.3	0.0	N.A.	N.A.



FIRSTLIGHT TECHNOLOGIES

Pulte - Cornerstone Street Lighting V4
RSL - PTM series Lights
First Light Technologies Ltd.

Designer
DDCI
Date
2026-02-03
Drawing No.
20251129_Pulte Cornerstone_V4
Scale
Not to scale
Approved by

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2988687 OR BOOK 2736 PAGE 1681, Recorded 01/09/2007 at 01:11 PM
Doc Tax: $175000.00

This Instrument Prepared By:
Record and return to:
David M. Shaw, Esquire
HAILE, SHAW & PFAFFENBERGER, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, Florida 33408

Tax Folio Nos. 2324-413-0000-000/9
2324-414-0000-000/2
2324-413-0001-000/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 5th day of January, 2007, between FP LAND, LTD., a Florida limited partnership, with an address of 599 NW 82nd Avenue, Plantation, Florida 33324, hereinafter called the Grantor, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns, and CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, with an address of c/o Cornerstone Real Estate Advisers, LLC, 180 Glastonbury Boulevard, Suite 401, Glastonbury, Connecticut 06033, and whose Taxpayer Identification Number is 56-2630592, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns.

WITNESSETH:

That for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee all that certain piece of property and tract of land situate in the County of St. Lucie and State of Florida, described on Exhibit "A" attached hereto as a part hereof.

TOGETHER WITH all improvements thereon and rights, benefits, easements, appurtenances and hereditaments thereto appertaining.

SUBJECT HOWEVER to those matters designated on Exhibit "B" hereto, the provisions of which are not reimposed hereby.

TO HAVE AND TO HOLD IN FEE SIMPLE FOREVER.

Grantor does hereby specially warrant the title to the Property, subject only to those matters set forth herein, and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

WITNESSES:

Name: Jill Calnan

Name: Joanne Shute

SELLER:

FP LAND, LTD., a Florida limited partnership

By: FP Land, LLC, a Florida limited liability company, its general partner

By: _____
Name: Kenneth H. Simigran
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Kenneth H. Simigran, a Manager of FP Land, LLC, a Florida limited liability company, general partner of FP Land, Ltd., a Florida limited partnership, on behalf of the limited partnership, he is personally known to me or has produced _____ as identification.

JILL CALNAN
Comm# DD0608961
Expires 12/22/2010
Florida Notary Assn., Inc

[SEAL]

My Commission Expires: 12/22/2010

Notary Public

Jill Calnan
Printed name of notary

EXHIBIT A

TO

SPECIAL WARRANTY DEED

Description of Land

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof and LESS the South 52 feet thereof.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way line of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof, and LESS the South 626.36 feet thereof.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, LESS AND EXCEPTING THEREFROM the East 40 feet thereof as right-of-way for Jenkins Road, all lying and being in St. Lucie County, Florida.

EXHIBIT B

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

2. Resolution No. 96-101 of the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records book 997, Page 2176.

3. Ordinances No. K-251 and No. K-261 of the City Commission of the City of Fort Pierce, recorded in Official Records Book 1948, Page 1790, respectively.

4. Right of way of Jenkins Road.

5. Matters as disclosed on that certain survey prepared by Manucy Land Surveyors, Inc., dated September 22, 2006, as Order No. 150-608, which discloses, among other matters, the following encroachments:

   a. by a 6-foot chain link fence onto adjoining property along the westerly property line of the subject property;

   b. by mail boxes, asphalt drives, a sign, a dirt drive, and wood poles at the northeasterly corner of the subject property;

   c. by a concrete drive and a dirt drive along the East property line; and

   d. by irrigation ditches onto adjoining property along the South property line.

INSTRUMENT PREPARED BY
AND RETURN TO:
Kristilee M. Chihos, Esq.
DEAN MEAD
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
(407) 841-1200

NOT FOR RECORDATION

AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT (the "**Amendment**") is made by and between **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity**"), **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity POA**"), and **CORNERSTONE FORT PIERCE DEVELOPMENT, LLC**, a Delaware limited liability company ("**Developer**"), and is intended to be made effective upon the recording of this Amendment in the Public Records of Saint Lucie County, Florida (the "**Amendment Effective Date**").

WITNESSETH:

WHEREAS, WestCity and Developer executed and recorded that certain Restrictive Covenants and Access Easement Agreement, dated May 7, 2009 and recorded May 28, 2009, in Official Records Book 3093, Page 2587, of the Public Records of Saint Lucie County, Florida (the "**Easement Agreement**"), which established certain prohibited uses binding on certain property described therein owned by WestCity (the "**Burdened Property**") and which granted a non-exclusive access easement over a portion of the Developer Tract owned by Developer;

WHEREAS, as of the Amendment Effective Date, Developer (also sometimes referred to as "**Benefited Owner**" in the Easement Agreement) owns the Developer Tract (also sometimes referred to as the "**Benefited Property**" in the Easement Agreement);

WHEREAS, WestCity and WestCity POA (together, the "**Commercial Parcel Owner**") are the current owners and successors-in-title to the Burdened Property, and the successors-in-interest to WestCity (also sometimes referred to "**Burdened Owner**" in the Easement Agreement);

WHEREAS, the intended use of the Developer Tract is a single-family residential community and related subdivision improvements (the "**Community**"), which may be developed by Pulte Home Company, LLC, a Michigan limited liability company, as the contract purchaser of the Developer Tract, or a successor homebuilder acquiring title to the Developer Tract (the "**Successor Developer**"); and

WHEREAS, Commercial Parcel Owner and Developer hereby agree to amend and modify certain terms in the Easement Agreement which are inconsistent with the planned development of the Community, or which are necessary or desired for Successor Developer's intended use of the Developer Tract, as further set forth herein.

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

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Easement Agreement.

2. Relocation of Access Easement Area. The Access Easement Area described in the Easement Agreement is hereby relocated to the portion of the Developer Tract depicted and described on **Exhibit A**, attached hereto. Accordingly, the site plan and depiction of the Access Easement Area attached as **Exhibit C** to the Easement Agreement, is hereby deleted in its entirety and replaced with the depiction and legal description of the Access Easement Area attached hereto as **Exhibit A**. Successor Developer shall not be responsible for providing cross-access between the portions of the Burdened Property respectively owned by WestCity and WestCity POA and/or for access through the Burdened Property to the Access Easement Area.

3. Construction of Curb Cut. The only curb cut on the Developer Tract providing access to the Burdened Property shall be the curb cut providing access to the Access Easement Area from Jenkins Road. Notwithstanding Sections 4.1 and 4.2.3 of the Easement Agreement, the Commercial Parcel Owner shall not have the right to construct any additional curb cut on the Developer Tract.

4. Construction and Use of Access Easement Area. The 365-day period for construction of the Access Easement Area, as set forth in Section 4.1 of the Easement Agreement, shall commence upon Successor Developer receiving from the City a permit authorizing grading for any portion of the Developer Tract, and shall automatically extend for the duration of any force majeure event or moratorium. After a final certificate of completion is issued for the Access Easement Area, Successor Developer shall promptly notify Commercial Parcel Owner of same, and Commercial Parcel Owner's use of the Access Easement Area shall automatically commence upon the receipt of such notice. Successor Developer reserves the right to use, enjoy, and maintain the surface and subsurface portions of the Access Easement Area for any and all reasons, including, but not limited to, the construction and maintenance of fences, water distribution lines, sewer lines, electric distribution lines, cable and telephone lines, and natural gas distribution lines, provided such activities do not unreasonably interfere with or prevent Commercial Parcel Owner's permitted use of the Access Easement Area.

At any time after Successor Developer acquires the Developer Tract and part or all of the Commercial Parcel obtains a final site plan approval from the City of Ft. Pierce, but prior to the commencement of construction of the Access Easement Area by Successor Developer, the Commercial Parcel Owner may elect to construct a temporary road within the Access Easement Area by giving written notice thereof to Successor Developer. The temporary road shall not be used for construction vehicles or equipment to access the Commercial Parcel, and if such vehicles or equipment use the temporary road, Successor Developer may block the Access Easement Area until such construction on the Commercial Parcel is completed. The temporary road shall be designed so that the removal of the temporary road, at the cost of the Commercial Parcel Owner, shall be cost feasible and will not impede or delay construction of the permanent road and other Community infrastructure. The design of the foregoing temporary road shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. If the Commercial Parcel Owner elects to construct the temporary road in accordance with this paragraph, then the Commercial Parcel Owner shall obtain all required permits and approvals from the City of Fort Pierce ("City") and St. Lucie County ("County"), shall complete the construction in accordance with the same, shall bear the full expense of the design, permitting and construction thereof, and shall be responsible for the maintenance thereof at its sole cost. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the temporary road. Any contractors or subcontractors working on the foregoing temporary road shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5

NOT FOR RECORDATION

million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph. The temporary road shall not be allowed to interfere with Successor Developer's construction of the Community, and Successor Developer reserves the right to temporarily close the Access Easement Area as necessary during Successor Developer's demolition of the temporary road, construction of the permanent road, and installation of any utilities or other improvements for the Community. The Commercial Parcel Owner shall be responsible for all of Successor Developer's costs to remove the temporary road upon commencement of site work for development of the Community. Prior to commencing construction of the temporary road, the Commercial Property Owner shall pay to Successor Developer a deposit to be held in escrow for the estimated cost to remove the temporary road, in an amount agreed upon by the parties hereto. Upon completion of the removal of the temporary road by Successor Developer, Successor Developer shall deliver, to the Commercial Parcel Owner, invoices showing the cost of the removal, and the deposit shall be applied against such cost. Any amount of the deposit remaining after being applied to the cost of removing the temporary road shall be refunded to the Commercial Parcel Owner, and if the deposit is insufficient to completely pay for the cost of such removal, then the Commercial Parcel owner shall reimburse Successor Developer for such shortfall within thirty (30) days of notice thereof.

5. Signage. The Commercial Parcel Owner shall have the right to erect a monument sign on the Developer Tract near the entrance of the Access Easement Area on Jenkins Road, at a location to be mutually agreed upon by Successor Developer and the Commercial Parcel Owner, provided that the Commercial Parcel Owner obtains all required permits and approvals from the City and County, and completes the construction in accordance with the same, and any applicable City and County code requirements, all at the sole cost of the Commercial Parcel Owner. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the monument sign. The design of the foregoing monument sign shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. The Commercial Parcel Owner shall maintain the monument sign at the Commercial Parcel Owner's sole cost. Any contractors or subcontractors working on the monument sign shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5 million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph.

6. Successor Developer's Land Development Approvals. Simultaneously with signing this Amendment, the Commercial Parcel Owner shall sign and deliver to Successor Developer a letter in form approved by Successor Developer, addressed to the Board of Commissioners of the City of Fort Pierce, in support of the approval of Successor Developer's application for a Master and Final Planned Development on the Developer Tract. If the Commercial Parcel Owner has any concerns or objections with respect to Successor Developer's application for a Master and Final Planned Development on the Developer Tract, the Commercial Parcel Owner shall give Successor Developer notice of such concern or objection, and will work with Successor Developer in good faith to resolve such concern or objection, before communicating the same to the City Commission, Planning Board or City staff.

NOT FOR RECORDATION

7. Notice. All written notices and demands delivered to the parties shall be delivered to the address for each party set forth in the first paragraph of this Amendment, or to such other persons or addresses as each party may from time to time designate by notice to the other party.

8. Recording; Binding Effect; Assignment. The provisions of the Easement Agreement, as modified by this Amendment, shall run with the land and title to the Developer Tract and the Burdened Property. Notwithstanding the foregoing, any or all rights, benefits, and/or obligations of the parties pursuant to the Easement Agreement, as amended herein, may be assigned in whole or in part to a homeowners' association, property association, or other substantially similar entity established either for the Developer Tract or the Burdened Property, and the respective party assigning the rights, benefits, and/or obligations shall thereafter be released from all obligations hereunder.

9. No Other Modification. Except as modified by this Amendment, the Easement Agreement remains unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 S.R 7th Street
Fort Lauderdale, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL. 33025
Address of Second Witness

WESTCITY:

WESTCITY FP SHOPS, LLC,
a Florida limited liability company

Name:
Title: Mgr Presidente
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, on behalf of the limited liability company. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491146

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires:

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 SR 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL 33025
Address of Second Witness

WESTCITY POA:

WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Name:
Title: Mgr. President
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491148

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires: 2-24-2028

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

WITNESSES:

Signature of First Witness

Claire Lewis
Print Name of First Witness

300 South Tryon Street
Charlotte, NC
Address of First Witness

Signature of Second Witness

Chelsey Horan
Print Name of Second Witness

300 South Tryon Street
Charlotte, NC
Address of Second Witness

CORNERSTONE:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC,
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, its managing member

By: Barings LLC, a Delaware limited liability company, its investment adviser

By:
Name: Cassie A. McCrain
Title: Managing Director

Name: Cassie A. McCrain
Title: Managing Director
Date: 11/24/2025

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 24th day of November, 2025, by Cassie McCrain, as Managing Director of Barings LLC, a Delaware limited liability company, as investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, as managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company. She [X] is personally known to me or [___] produced _____ as identification.

MARIA MILLER
Notary Public - North Carolina
Catawba County
My Commission Expires Jun 21, 2027

NOTARY PUBLIC
Print Name: Maria Miller
My Commission Expires: June 21, 2027

NOT FOR RECORDATION

EXHIBIT A

DEPICTION AND DESCRIPTION OF RELOCATED ACCESS EASEMENT AREA

DESCRIPTION:

A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 89°30'21" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°01'15" WEST, A DISTANCE OF 253.95 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 159.00 FEET, HAVING AN ARC DISTANCE OF 85.41 FEET; THENCE, SOUTH 30°47'53" WEST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 57' 25", HAVING A RADIUS OF 141.17 FEET, HAVING AN ARC DISTANCE OF 73.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 49' 49", HAVING A RADIUS OF 15.00 FEET, HAVING AN ARC DISTANCE OF 23.78 FEET; THENCE TO THE WEST LINE OF ORDER OF TAKING PARCEL 100 STATE ROAD 70, AS RECORDED IN OFFICIAL RECORD BOOK 3632, PAGE 1691 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SOUTH 89°58'45" EAST, A DISTANCE OF 68.07 FEET; THENCE ALONG SAID WEST LINE SOUTH 01°16'14" EAST, A DISTANCE OF 70.02 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°58'45" WEST, A DISTANCE OF 125.75 FEET; THENCE, NORTH 00°45'44" EAST, A DISTANCE OF 85.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 02' 34", HAVING A RADIUS OF 181.17 FEET, HAVING AN ARC DISTANCE OF 94.99 FEET; THENCE, NORTH 30°47'53" EAST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 119.00 FEET, HAVING AN ARC DISTANCE OF 63.92 FEET; THENCE TO THE SOUTH LINE OF SAID PARCEL 1, NORTH 00°01'15" EAST, A DISTANCE OF 254.28 FEET; THENCE ALONG SAID SOUTH LINE OF PARCEL 1, SOUTH 89°30'21" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,660 SQUARE FEET, 0.635 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A MEASURED BEARING OF NORTH 89°30'21" WEST ALONG THE SOUTH LINE OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 19, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND MAPPER #6272
STATE OF FLORIDA – LB #3591

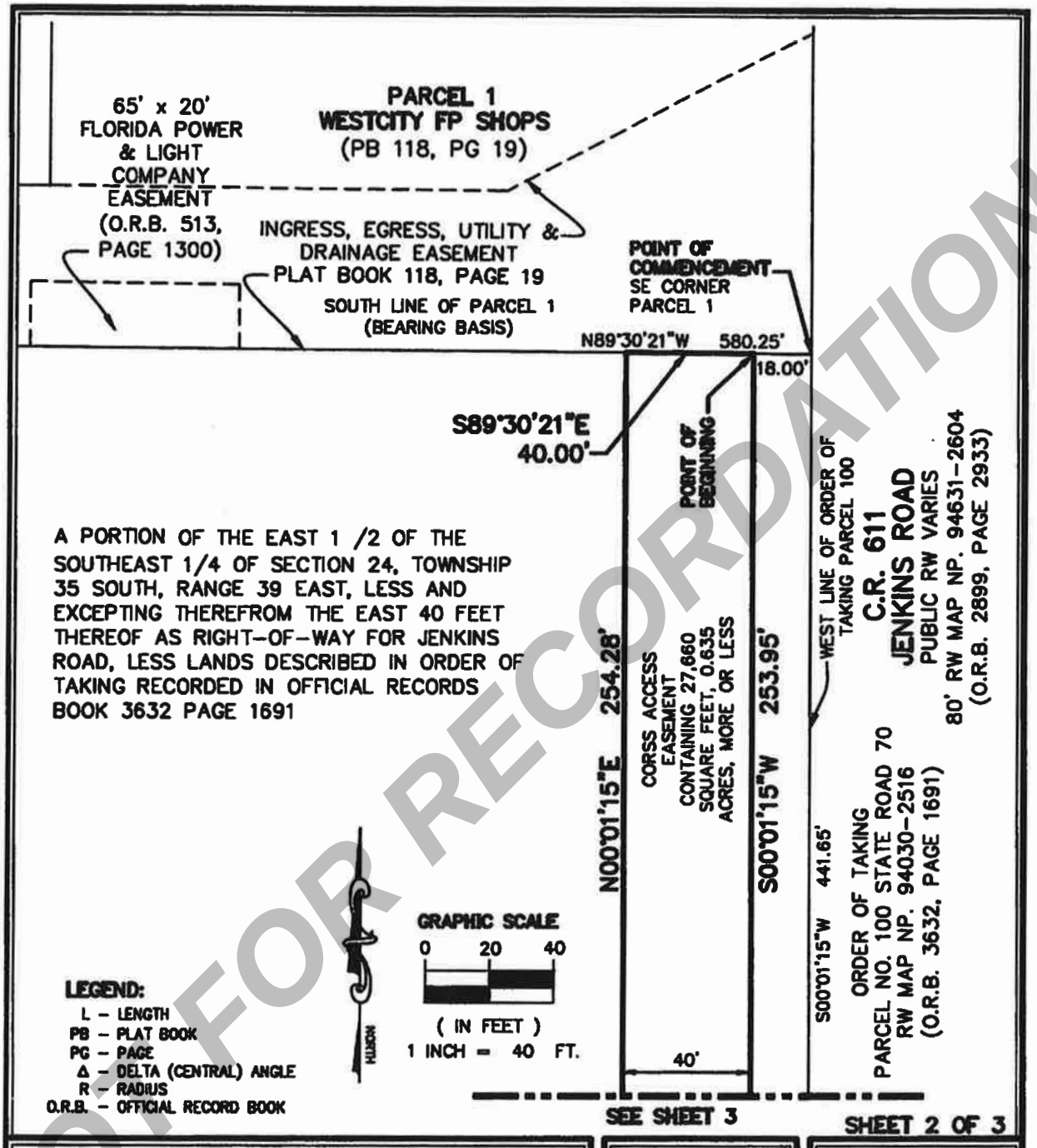
SHEET 1 OF 3

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

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/09/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION

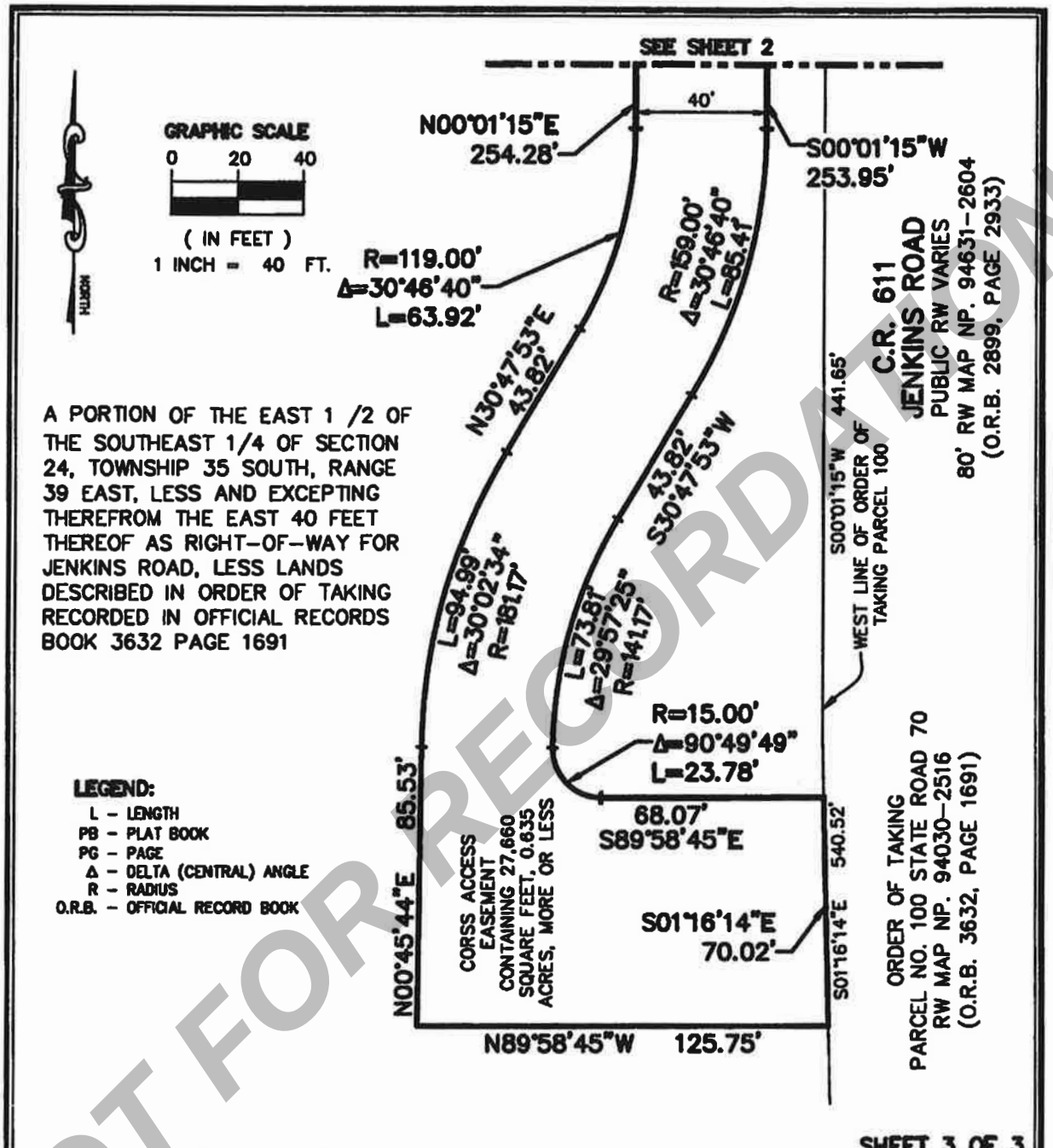


NOT FOR RECORDATION

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

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/19/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956



SHEET 3 OF 3

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

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/19/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION

DISTRICT PLANNING GROUP

Pulte Cornerstone

Master Planned Development

Utilities Service

Pulte Cornerstone will be served by the following utilities providers:

Water:	Fort Pierce Utilities Authority
Wastewater:	Fort Pierce Utilities Authority
Electric:	Fort Pierce Utilities Authority
Gas:	Fort Pierce Utilities Authority

Stormwater Management System Operation and Maintenance Plan

Prepared For:

Pulte Homes

St. Lucie County
Florida

Project No. 24-1479

Prepared By:

Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401

I. Introduction

The proposed improvements for the project include the construction of 246 single-family homes, a clubhouse, a pool, and the associated sidewalks and roadways to support the development. The Stormwater Management (SWM) system includes an underground stormwater network, multiple dry retention areas, and two wet detention lakes. The site is situated within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD). Stormwater will be discharged to NSLRWCD Canal No. 39, located along the southern boundary of the property.

The purpose of this Stormwater Management System Operation and Maintenance Plan ("O&M Plan") is to provide the Cornerstone Homeowners Association (HOA) with a framework to establish a maintenance and operation program for the SWM system. Per Section 373.416(2), Florida Statutes, the entity responsible for the operation and maintenance of the SWM system is Cornerstone Homeowners Association, Inc. The HOA must retain a copy of this O&M Plan, along with the final approved plans and specifications submitted in accordance with Chapter 62-330, F.A.C. If a third-party entity manages the system on behalf of the permittee, the permittee remains ultimately responsible for ensuring compliance with all operational and maintenance requirements.

II. System Description

In compliance with SFWMD criteria, the project is required to provide wet detention storage to ensure water quality. This includes either 2.5 inches multiplied by the percentage of impervious surfaces or the first inch of rainfall, whichever is greater. This detention volume will be accommodated by the on-site lakes and managed through a proposed control structure with a bleed-down rate of 1.06 cfs (13.5 CSM max over 50.37 acres), discharging into NSLRWCD Canal No. 39.

III. Inspection and Maintenance

The operational details and maintenance requirements for each component of the SWM system are outlined in the following sections. The HOA will engage a Qualified Registered Professional to perform inspections as specified below. Following each inspection, a written report will be prepared, identifying any deficiencies requiring corrective action by the property manager.

A. Stormwater Inlets, Drainage Structures, and Pipes

- Inlet and catch basin grates must remain free of obstructions, with the interior kept clean.
- Check for sediment buildup, trash, or debris inside the basins and connecting pipes. Blockages or damaged pipes should be investigated and addressed promptly.
- Inspect the interior of the structures for signs of concrete damage or rust.
- Standing water near inlets must dissipate within 48 hours of rainfall. Persistent standing water beyond this period requires immediate investigation by a licensed storm drain cleaning contractor.

B. Swales and Grassed Water Storage Areas

- Swales facilitate the movement and temporary storage of stormwater and often accumulate vegetation and sediment over time. Regrading and replanting may be necessary periodically.
- Compare the current slope and dimensions of the swales with the permitted design plans before undertaking sediment removal or regrading work.
- Stabilize eroded areas with sod, plantings, rocks, sandbags, or synthetic geotextiles.
- Regular mowing of swales is essential, as they also improve water quality by filtering sediment and nutrients. Remove invasive or unwanted vegetation.

C. Wet Detention Pond (Lake)

- Regularly remove debris and trash from the pond's surface and perimeter to maintain water quality and storage capacity.
- Inspect pond banks for erosion, and stabilize affected areas through vegetation replanting or artificial methods.

D. Earthen Embankments (Berms)

- Ensure berm elevations, widths, and stabilization are properly maintained.
- Address damage caused by vehicles, equestrian activity, or erosion from rainfall promptly. Repairs should include compaction and re-vegetation to restore stability.

IV. Inspection Schedule

O&M Manual ITEMS

Table 12-1 from Environmental Resource Permit Applicant's Handbook – Volume I

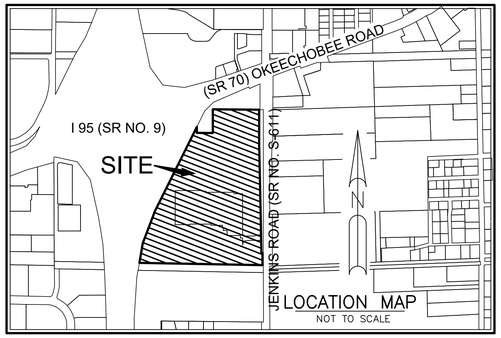
Ite	TYPE OF SYSTEM	INSPECTION
1)	Stormwater Inlets, Drainage Structures, and Pipes	Once every year
2)	Swales and Grassed Water Storage Areas	Once every 3 years
3)	Wet Detention Pond (Lake)	Once every 2 years
4)	Earthen Embankments (Berms)	Once every 5 years

V. Operation and Maintenance Inspection Certification

- See "Form 62-330.311(1) – Operation and Maintenance Inspection Certification" per 62-330.311(2), F.A.C.

VI. Inspection Checklist

- See "Form 62-330.311(1) – Stormwater Facility Inspection Checklist" per 62-330.311(2), F.A.C.



LOCATION MAP
NOT TO SCALE

E 1/4 CORNER SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CCR #116880 FOUND MAG NAIL LB 8098

FOUND 5/8" IRON ROD & CAP GCY LB 4286

FOUND 5/8" IRON ROD & CAP GCY LB 4286

144.69'
S65°57'25"W

FOUND 5/8" IRON ROD & CAP GCY LB 4286

N19°56'01"W
20.05'

N65°57'39"E 668.78'

S00°00'09"W 359.59'

S00°00'09"W 318.71'

6' CHAIN LINK FENCE

PARCEL 1
WESTCITY FP SHOPS
PLAT BOOK 118, PAGE 19

WESTCITY FP SHOPS
(PB 118, PG 19)

PARCEL 2
WESTCITY FP SHOPS
PLAT BOOK 118, PAGE 19

N47°11'23"E 152.94'

FOUND 5/8" IRON ROD & CAP LB 7383

39' INGRESS, EGRESS, UTILITY & DRAINAGE EASEMENT

FOUND 5/8" IRON ROD & CAP GCY LB 4286

NUCLEAR POWER PLANT SIREN

UTILITY EASEMENT (ORB 513, PG 1300)

INGRESS, EGRESS, UTILITY & DRAINAGE EASEMENT

FOUND 5/8" IRON ROD & CAP GCY LB 4286

S89°30'21"E 580.25'

SOUTH LINE OF NORTH 1/2, OF NE 1/4, OF SE 1/4, SECTION 24

FOUND 5/8" IRON ROD & CAP GCY LB 4286

INTERSTATE 95 (I-95)
S.R. NO. 9
RW MAP NO. 94001-2404

N00°01'10"W 296.90'

EAST LINE OF SW 1/4, OF NE 1/4, OF SE 1/4, SECTION 24

ACCESS EASEMENT (O.R.B. 3093, PAGE 2587)

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

296'

660.5'

THE NORTH LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF

NORTH LINE OF PARCEL 2

860.5'

S00°01'15"W 441.65'

FLARED END SECTION
15" CC PIPE
INV: 14.31

C.R. 611
JENKINS ROAD
(PUBLIC RECORDS)
80' RW MAP NO. 94031-2604
(O.R.B. 2899, PAGE 2933)

S00°00'09"W 2664.05'
(BASIS OF BEARINGS)
NAD 83 (2011) NAVD 88 (BOWMAN)
8030 (BOWMAN) ELEVATIONS 16.63'

ORDER OF TAKING
NO. 100 STATE ROAD NO. 70
(OKEECHOBEE ROAD)
(O.R.B. 3632, PAGE 1691)

PARCEL NO. 101
(O.R.B. 3632, PAGE 1691)

FLARED END SECTION
15" CC PIPE
INV: 14.54'

18"V 12"H CC PIPE
INV: 14.05

18"V 12"H CC PIPE
INV: 14.21'

40' 40'

AVALON CROSSING
PLAT BOOK 93, PAGE 24

TRACT 5

6

5

4

3

OPEN SPACE

THE EASTERLY RIGHT-OF-WAY LINE OF I-95
N28°27'17"E 1175.51'

FOUND 5/8" IRON ROD & CAP GCY LB 4108

PARCEL 3
WESTCITY FP SHOPS
PLAT BOOK 118, PAGE 19

N00°04'58"E
73.04'

FOUND 4"X4" CONCRETE MONUMENT PSM 3690

N89°10'35"W 199.99'

SET 5/8" IR/CAP LB 3591

SEE SHEET 2

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B, PART II OF EXCEPTIONS OF THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE HAVING A FILE NUMBER: 522400441GM, WITH AN COMMITMENT DATE OF MAY 23, 2024 @ 5:00 P.M.

SCHEDULE B, PART II EXCEPTIONS

5. Resolution 96-011 recorded February 6, 1996, in Official Records Book 997, Page 2176.
(AFFECTS NOTHING TO PLOT)

6. Ordinance No K-251 recorded March 4, 2004, in Official Records Book 1912, Page 2979.
(AFFECTS, ANNEX INTO THE CITY OF FORT PIERCE)

7. Restrictive Covenants and Access Easement Agreement recorded May 28, 2009, in Official Records Book 3093, Page 2587.
(AFFECTS PLOTTED)

8. Developer's Agreement recorded July 1, 2010, in Official Records Book 3209, Page 1238.
(AFFECTS NOTHING TO PLOT)

9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
(AFFECTS NOTHING TO PLOT)

LEGEND

N.S.L.R.W.C.D. – NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
O.R.B. – OFFICIAL RECORD BOOK
RW – 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
– 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)
– EXISTING ELEVATION
– DENOTES 1/4 SECTION CORNER
– DENOTES SECTION CORNER
– SURVEY MARKER/CONTROL POINT
PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
– DENOTES FOUND SURVEY MARKER
– SET 5/8" IR/CAP LB 3591

DESCRIPTION:

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 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. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 522400441GM, EFFECTIVE DATE MAY 23, 2024 AT 5:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF SOUTH 00°00'09" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP, ITEM/SEGMENT NO. 428984-1 STATE PROJECT NO. 94030.2516 STATE ROAD NO. 70 (OKEECHOBEE RD.)
8. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0167J, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120286 PANEL 0167, SUFFIX J; DATED FEBRUARY 16, 2012.
9. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.

CERTIFIED TO:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 12, 2024. 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 JULY 12, 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

REVISIONS	DATE	BY

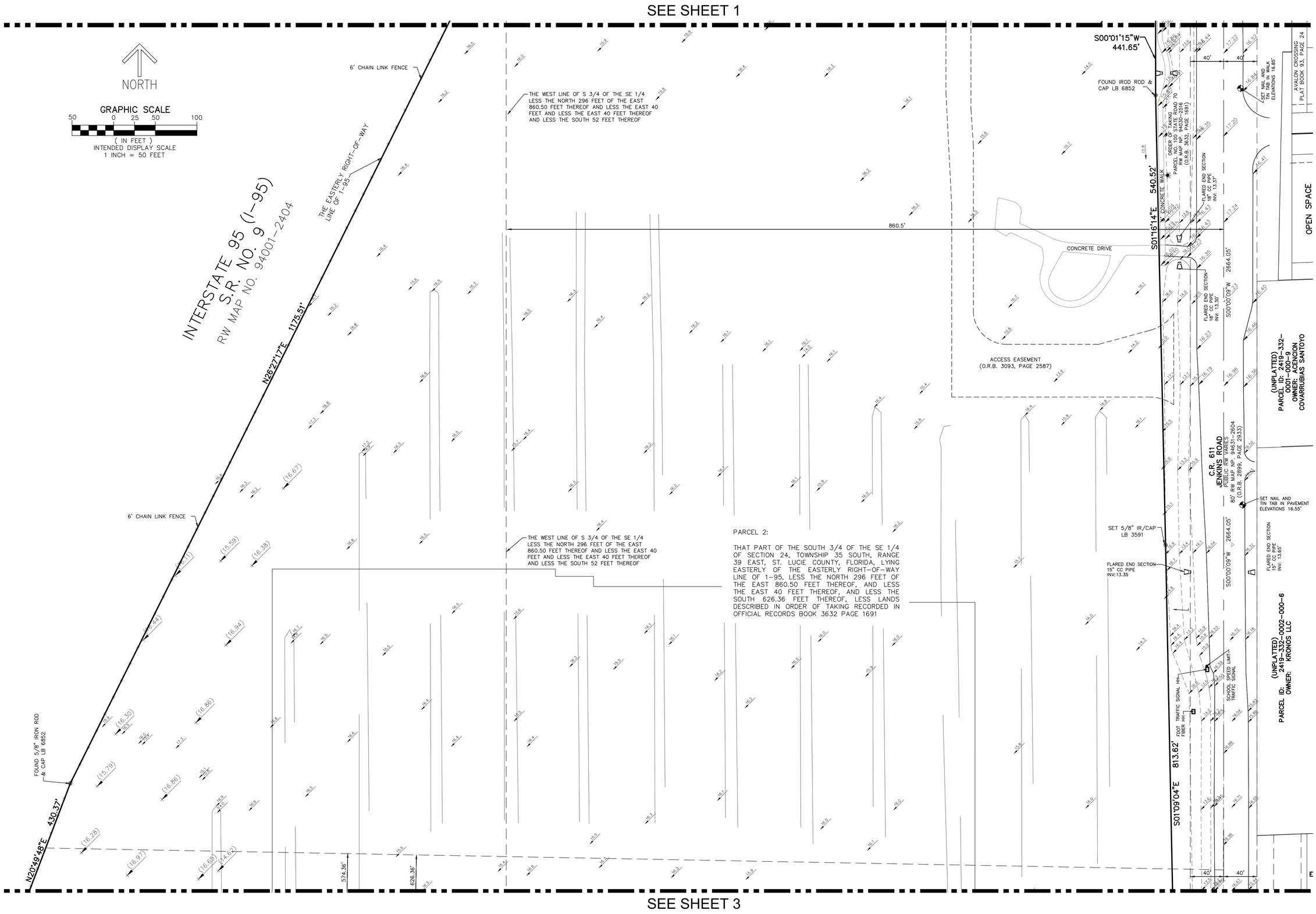
FILE NAME 10956-ALTA-BNDY-TOPO.dwg

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

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 1
OF 3 SHEETS



REVISIONS	DATE	BY
FILE NAME 10956-ALTA-BNDY-TOPO.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

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB # 10108
SHT.NO. 2
OF 3 SHEETS

SEE SHEET 2

MATCH LINE "A"

N20°49'48"E
430.37'

860.5'

40' 40'

SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 16.12'

S01°09'04"E 813.62'

PARCEL OF TAKING ORDER OF TAKING C.R. 611 / JENKINS ROAD RW MAP NP. 94030-2516 (O.R.B. 3632, PAGE 1691)

EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST

S00°00'09"W 2654.05'

C.R. 611
JENKINS ROAD
PUBLIC RW VARIES
80' RW MAP NP. 94631-2604
(O.R.B. 2899, PAGE 2933)

WATER VALVE

SEWER VALVE

THE WEST LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF

574.36'

626.36'

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

(UNPLATTED)
2419-333-0001-000-2
PARCEL ID:
OWNER: ST PETER EVANGELICAL LUTHERN

SET 5/8" IR/CAP LB 3591

FOUND 5/8" IRON ROD NO ID

N89°59'51"W 13.36'

150.40'

THE SOUTH LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF

HAND HOLE

FLARED END SECTION 24" CMP PIPE INV: 12.57'

S00°00'09"W 69.00'

FOUND 5/8" IRON ROD NO ID/DISTURBED

40' 40'

SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 15.81'

1540.46'
N88°56'02"W

52'

40'

TOB

TOE

N88°56'02"W 1540.46'

TOB

TOE

24" CMP PIPE INV: 12.35'

CONCRETE PIPE INV: 8.22' TOP PIPE: 13.58'

CONCRETE PIPE INV: 7.91' TOP PIPE: 13.63'

RIP RAP HEADWALL

RIP RAP HEADWALL

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 39
CANAL RW

SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST

UNPLATTED PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST

25 30

SE CORNER SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CCR #104890 CORNER FOUND IRON ROD IN CUT OUT

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

MATCH LINE "A"

SEE SHEET 2

N20°49'48"E 430.37'

N09°39'28"E 250.15'

INTERSTATE 95 (I-95)
S.R. NO. 9
RW MAP NO. 94001-2404

THE EASTERLY RIGHT-OF-WAY LINE OF I-95

FOUND 5/8" IRON ROD NO ID

6' CHAIN LINK FENCE

FOUND 5/8" IRON ROD NO ID

SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST

52' 40'

TOB

TOE

NORTH

REVISIONS	DATE	BY

FILE NAME 10956-ALTA-BNDY-TOPO.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

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10956
SHT.NO. 3
OF 3 SHEETS

Stormwater Management System Operation and Maintenance Plan

Prepared For:

Pulte Homes

St. Lucie County
Florida

Project No. 24-1479

Prepared By:

Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, FL 33401

I. Introduction

The proposed improvements for the project include the construction of 246 single-family homes, a clubhouse, a pool, and the associated sidewalks and roadways to support the development. The Stormwater Management (SWM) system includes an underground stormwater network, multiple dry retention areas, and two wet detention lakes. The site is situated within the jurisdiction of the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD). Stormwater will be discharged to NSLRWCD Canal No. 39, located along the southern boundary of the property.

The purpose of this Stormwater Management System Operation and Maintenance Plan ("O&M Plan") is to provide the Cornerstone Homeowners Association (HOA) with a framework to establish a maintenance and operation program for the SWM system. Per Section 373.416(2), Florida Statutes, the entity responsible for the operation and maintenance of the SWM system is Cornerstone Homeowners Association, Inc. The HOA must retain a copy of this O&M Plan, along with the final approved plans and specifications submitted in accordance with Chapter 62-330, F.A.C. If a third-party entity manages the system on behalf of the permittee, the permittee remains ultimately responsible for ensuring compliance with all operational and maintenance requirements.

II. System Description

In compliance with SFWMD criteria, the project is required to provide wet detention storage to ensure water quality. This includes either 2.5 inches multiplied by the percentage of impervious surfaces or the first inch of rainfall, whichever is greater. This detention volume will be accommodated by the on-site lakes and managed through a proposed control structure with a bleed-down rate of 1.06 cfs (13.5 CSM max over 50.37 acres), discharging into NSLRWCD Canal No. 39.

III. Inspection and Maintenance

The operational details and maintenance requirements for each component of the SWM system are outlined in the following sections. The HOA will engage a Qualified Registered Professional to perform inspections as specified below. Following each inspection, a written report will be prepared, identifying any deficiencies requiring corrective action by the property manager.

A. Stormwater Inlets, Drainage Structures, and Pipes

- Inlet and catch basin grates must remain free of obstructions, with the interior kept clean.
- Check for sediment buildup, trash, or debris inside the basins and connecting pipes. Blockages or damaged pipes should be investigated and addressed promptly.
- Inspect the interior of the structures for signs of concrete damage or rust.
- Standing water near inlets must dissipate within 48 hours of rainfall. Persistent standing water beyond this period requires immediate investigation by a licensed storm drain cleaning contractor.

B. Swales and Grassed Water Storage Areas

- Swales facilitate the movement and temporary storage of stormwater and often accumulate vegetation and sediment over time. Regrading and replanting may be necessary periodically.
- Compare the current slope and dimensions of the swales with the permitted design plans before undertaking sediment removal or regrading work.
- Stabilize eroded areas with sod, plantings, rocks, sandbags, or synthetic geotextiles.
- Regular mowing of swales is essential, as they also improve water quality by filtering sediment and nutrients. Remove invasive or unwanted vegetation.

C. Wet Detention Pond (Lake)

- Regularly remove debris and trash from the pond's surface and perimeter to maintain water quality and storage capacity.
- Inspect pond banks for erosion, and stabilize affected areas through vegetation replanting or artificial methods.

D. Earthen Embankments (Berms)

- Ensure berm elevations, widths, and stabilization are properly maintained.
- Address damage caused by vehicles, equestrian activity, or erosion from rainfall promptly. Repairs should include compaction and re-vegetation to restore stability.

IV. Inspection Schedule

O&M Manual ITEMS

Table 12-1 from Environmental Resource Permit Applicant's Handbook – Volume I

Ite	TYPE OF SYSTEM	INSPECTION
1)	Stormwater Inlets, Drainage Structures, and Pipes	Once every year
2)	Swales and Grassed Water Storage Areas	Once every 3 years
3)	Wet Detention Pond (Lake)	Once every 2 years
4)	Earthen Embankments (Berms)	Once every 5 years

V. Operation and Maintenance Inspection Certification

- See "Form 62-330.311(1) – Operation and Maintenance Inspection Certification" per 62-330.311(2), F.A.C.

VI. Inspection Checklist

- See "Form 62-330.311(1) – Stormwater Facility Inspection Checklist" per 62-330.311(2), F.A.C.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

PULTE GROUP

CORNERSTONE

Environmental Assessment Report

Prepared For:

Pulte Group

Prepared By:

EW Consultants, Inc.

August 2024

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes the natural resource characteristics of the Pulte Group Cornerstone property. The 49.9 +/- acre Cornerstone property is located in Section 24, Township 35 South, Range 39 East within the City of Ft. Pierce, St. Lucie County, Florida. The property is bounded to the north by undeveloped land and a residential home, to the west by I-95 and the State Road 70 interchange, to the south by the NSLRWCD Canal No. 39, and to the east by Jenkins Road.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) provides descriptions of the soil types within the Cornerstone property along with acreage summaries, soil limitation information, and recommended soil treatments for various proposed land uses.

VEGETATION COMMUNITIES

The following is a summary of the land cover types found on the Cornerstone property site. Land cover classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the land cover types on the subject property.

The vegetative community descriptions include general discussions of potential wildlife habitat provided by the various resources available in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections. Application of categories described as wetlands and ditches provides an approximation of the wetland areas or ditch classifications that remain subject to verification by SFWMD and, under current circumstances, the U.S. Army Corps of Engineers (USACE) for Section 404 purposes.

The FLUCFCS classifications observed on the site are described below. A land cover map of the observed community types is included in the Appendix of this report. The communities observed on the property are described as follows:

191 – Undeveloped Land Within Urban Areas –

This land cover is located within the northern and western portions of the property. The vegetation assemblage within these areas is dominated by non-native invasive species, ruderal weeds, and non-native pasture grasses. Vegetation includes Brazilian pepper, Australian pine, guava, smut grass, cogon grass, guinea grass, Caesar weed, and castor bean. Scattered occurrences of native laurel oak, slash pine, cabbage palm, and wax myrtle are also present.

510 – Ditches –

The property contains two man-made ditches that were created in support of the former agricultural practices on the property. The northern of the two ditches is shallow and is vegetated predominantly with non-native invasive species including torpedo grass, limpo grass, Peruvian primrose willow, and Caesar weed. Scattered occurrences of native species including broomsedge, spadeleaf and pennywort are also present. The southern ditch, located near the southern property boundary is a deep, steep sided ditch that contains scattered occurrences of non-native invasive Peruvian primrose willow and native Carolina willow.

643 – Wet Prairie –

There is one area located near the western property boundary that meets the criteria to be considered a wet prairie wetland. Vegetative cover in this area includes native grape vine, Virginia chain fern, and broomsedge, and non-native invasive old-world climbing fern and Peruvian primrose willow.

740 – Disturbed Lands –

This is the predominant land cover type on the subject property, and was previously improved for agricultural use. The vegetation assemblage is currently dominated by non-native invasive Brazilian pepper with scattered occurrences of native laurel oak, cabbage palm, and wax myrtle.

WILDLIFE

Wildlife Observations –

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents.

Listed Species and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess relative habitat quality and wildlife utilization. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species known or expected to occur on the subject site is summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian and vehicular transects	M	FT/SA
Audubon's crested caracara	*Caracara cheriway*	Dry prairie, open rangeland	Pedestrian and vehicular transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian and vehicular transects	L	No longer listed Nest trees protected

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian and vehicular transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Acoustic and roost surveys	L	FE
Florida burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian and vehicular transects	L	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open pine canopy	Pedestrian and vehicular transects	L	ST
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian and vehicular transects; aerial nest survey	L	ST
Florida scrub-jay	*Aphelocoma coerulescens*	Xeric oak scrub and scrubby flatwoods on sandy ridges and dunes	Pedestrian and vehicular transects	L	FT
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian and vehicular transects	L	FE
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	L	ST
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Southeast American kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	Pedestrian and vehicular transects	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian and vehicular transects	M	FT

O* = Observed; [1] Observed transient ; [2] Observed nesting and/or resident
Probability of Occurrence: H= High; M= Medium; L= Low;

FE = Federally-designated Endangered; FT = Federally-designated Threatened; FXN = Federally-designated Threatened Nonessential Experimental Population; FT(S/A) = Federally-designated Threatened species due to similarity of appearance; ST = State-designated Threatened; SSC = State Species of Special Concern

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed during the field reconnaissance for this environmental assessment, there is a moderate potential for alligators to occur within the on-site ditches.

The subject site is within the consultation area of Audubon's crested caracara. The subject site; however, does not contain suitable nesting or foraging habitat and no crested caracara or caracara nests were observed during site reconnaissance conducted in June and July of 2024.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. The property does not contain any suitable nesting or foraging habitat for bald eagles and no bald eagles or bald eagle nests were observed on site.

A reptile species that was not observed but has potential to occur on the site is the federally threatened eastern indigo snake. The eastern indigo snake is a secretive species that ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

The Florida bonneted bat is listed as endangered by the U.S. Fish and Wildlife Service (USFWS). This species preferred habitat for roosting and nesting includes a variety of forested habitats and man-made structures. The property is located outside of the designated consultation area for this species, thus its potential for occurrence is considered low.

The Florida burrowing owl is a small ground-dwelling owl often found in open fields with little to no tree canopy coverage, where it spends most of its time on the ground, perching on dirt mounts, fence posts, or short shrubs. The site does not contain suitable habitat for burrowing owls, thus there is a low potential for this species to occur. No burrowing owls or burrowing owl burrows were observed on the property.

The Florida pine snake inhabits areas that feature well-drained sandy soils with moderate to open canopy. According to the FFWCC publicly available database, the subject site is located within the distribution area for this species. The property does not contain any suitable habitat for this species, thus the potential for this species to occur is considered low and no Florida pine snakes were observed during field reconnaissance.

No Florida sandhill crane nests were observed on the site; however, this species is relatively common within the region. The preferred nesting habitat for sandhill cranes is freshwater herbaceous marsh wetland which does not occur on site and no sandhill cranes or sandhill crane nests were observed during field reconnaissance.

The Florida scrub-jay is a Federally threatened species that inhabits xeric oak and scrubby flatwoods habitats along sandy ridges and dunes. The subject property does not contain any suitable habitat for this species and no Florida scrub-jays were observed or heard during field reconnaissance.

In July 2024, a representative habitat survey was conducted by Jason Hahner (Licensed Gopher Tortoise Agent #GTA-14-00024H) in order to identify any occurrence of gopher tortoises, their burrows, or indicators of their presence. The habitat survey was conducted in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) *Gopher Tortoise Permitting Guidelines* (revised April 2023).

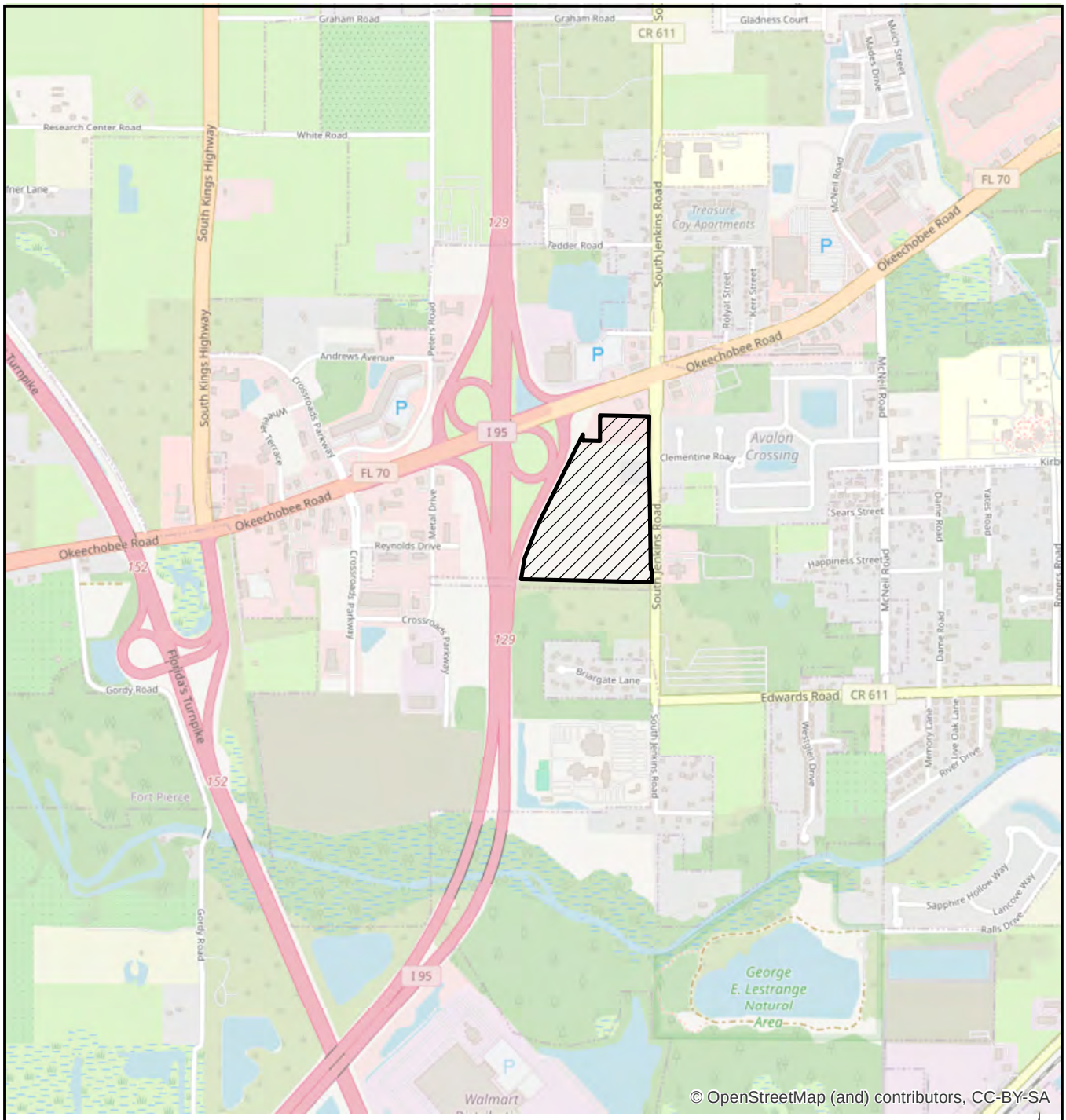
There were no gopher tortoises, potentially occupied gopher tortoise burrows, or other indicators of the presence of gopher tortoises observed on the property during field reconnaissance and the representative habitat survey conducted in July 2024. In accordance with FFWCC gopher tortoise permitting guidelines, prior to any land clearing or site work, a 100% habitat survey for this species must be completed. A gopher tortoise relocation permit will need to be obtained through FFWCC for any gopher tortoise burrows that cannot be avoided from impacts by a radius of at least 25 feet from a burrow's entrance.

The presence of surface water (ditches) and a wet prairie wetland indicates a moderate potential for occurrence of State-designated threatened wading bird species including the little blue heron, tricolored heron, and roseate spoonbill, and the Federally-designated threatened wood stork. The property does not contain suitable nesting habitat for any of these species and no such nesting activity was observed. Therefore, any occurrence of these wading bird species on the property would be for the purpose of transient foraging.

WETLANDS AND WATERBODIES

Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application.

APPENDIX



0 2,000 Feet

N

LEGEND

- SITE (49.9+/- AC)

CORNERSTONE
LOCATION MAP

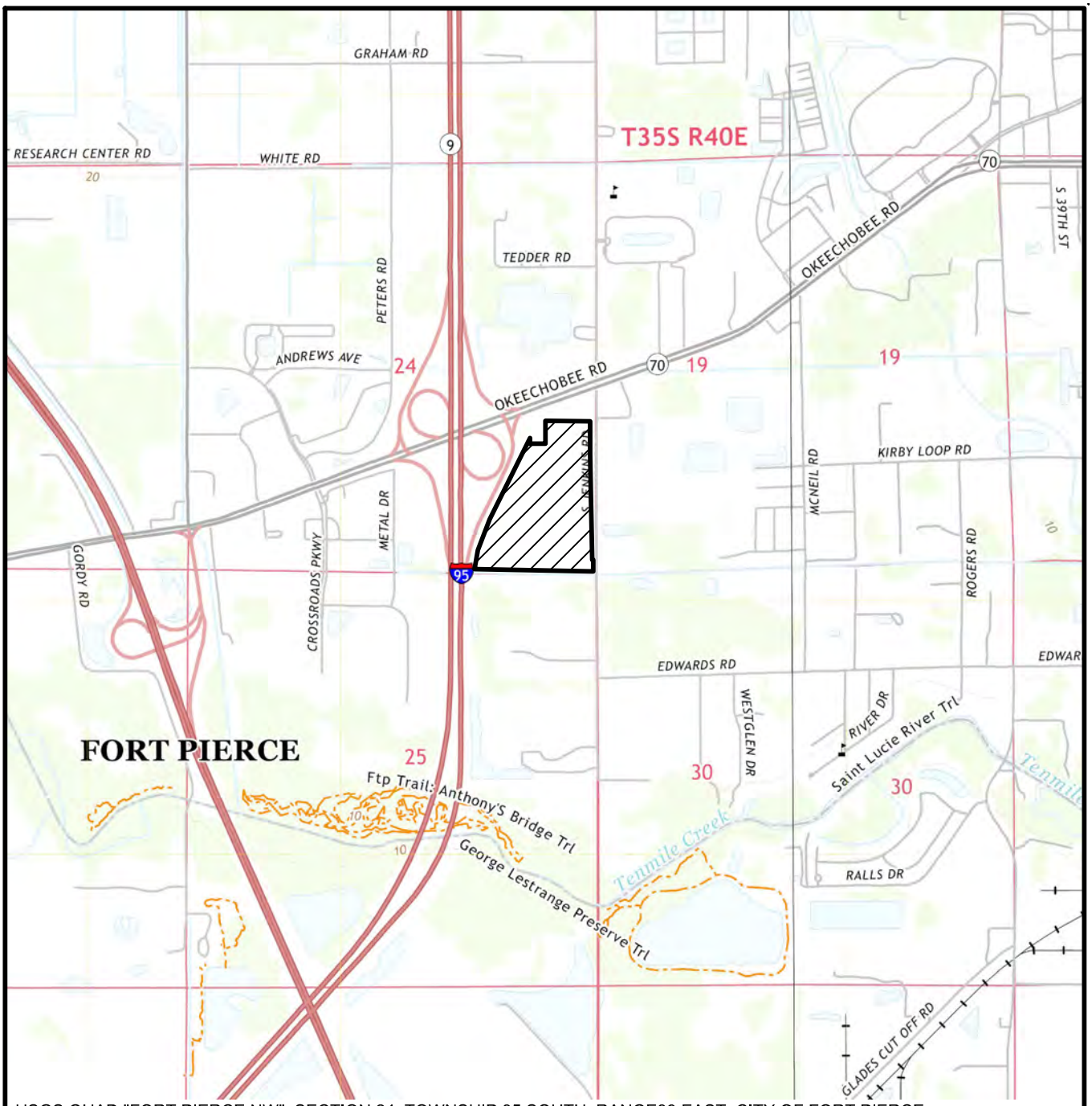
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTION 24, TOWNSHIP 35 SOUTH, RANGE39 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, LATITUDE 27d°04'47" LONGITUDE -80°23'06"

LEGEND

▨ - SITE (49.9± AC)

0 2000

SCALE IN FEET

CORNERSTONE QUAD

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Stuart, FL 34996
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AUG 2024

FIGURE

2

Cornerstone.dwg QUAD



FDOT AERIALS DATED 2024

0 600
SCALE IN FEET

CORNERSTONE
AERIAL

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STUART, FL 34996
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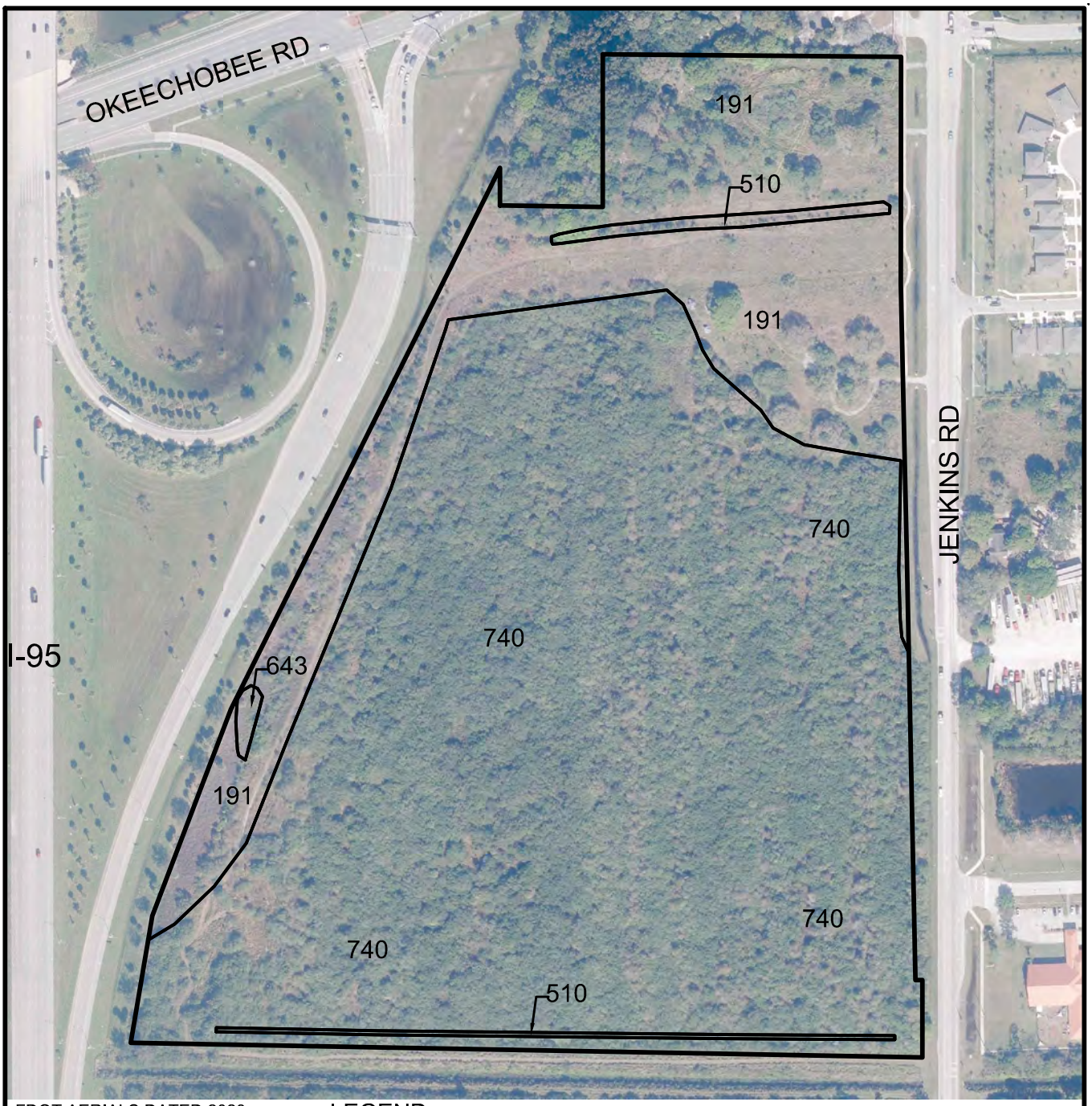
AUG 2024

FIGURE
3

Cornerstone.dwg AERIAL



FDOT AERIALS DATED 2023

LEGEND

191 - UNDEVELOPED LAND WITHIN URBAN AREAS (12.4± AC)
510 - DITCH (0.6± AC)
643 - WET PRAIRIE (0.1± AC)
740 - DISTURBED LANDS (36.8± AC)
TOTAL SITE (49.9± AC)

0 300
SCALE IN FEET

CORNERSTONE

FLUCFCS

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AUG 2024

FIGURE
4

Cornerstone.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(CORNERSTONE)



Map Scale: 1:3,630 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- 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	0.9	1.8%
25	Nettles and Oldsmar sands	49.0	98.2%
Totals for Area of Interest		**49.9**	**100.0%**

TRAFFIC ANALYSIS

FOR

Cornerstone Pulte

Prepared for:

Ms. Aimee Carlson
Pulte Group
1475 Centrepark Boulevard Suite 140
West Palm Beach, FL 33401

Prepared by:

Formerly O'Rourke Engineering & Planning

3725 SE Ocean Blvd, Suite 201
Stuart, Florida 34996
www.trafficmobility.com
(772) 781-7918

September 5, 2024
Revised June 13, 2025

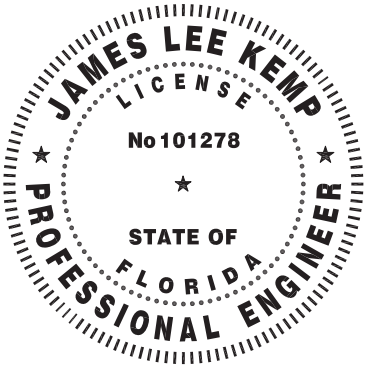
24277.01.03
V1.1

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: Cornerstone Pulte
LOCATION: St. Lucie County, Florida
CLIENT: Pulte Group

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

James L Kemp

Digitally signed by James L Kemp
DN: CN=James L Kemp, dnQualifier=A01410D00000197318B38140008FD6D, O=Unaffiliated, C=US
Reason: I agree to the terms defined by the placement of my signature on this document
Date: 2025.06.13 17:20:44-04'00'

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

James Lee Kemp, P.E. № 101278

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INTRODUCTION

Traffic & Mobility Consultants, formerly O'Rourke Engineering & Planning, was retained to prepare a traffic analysis for the proposed development consisting of 239 single family dwelling units located on Jenkins Road in Ft. Pierce, St. Lucie County, Florida. The purpose of this report is to determine the projects' impact on the surrounding roadway system.

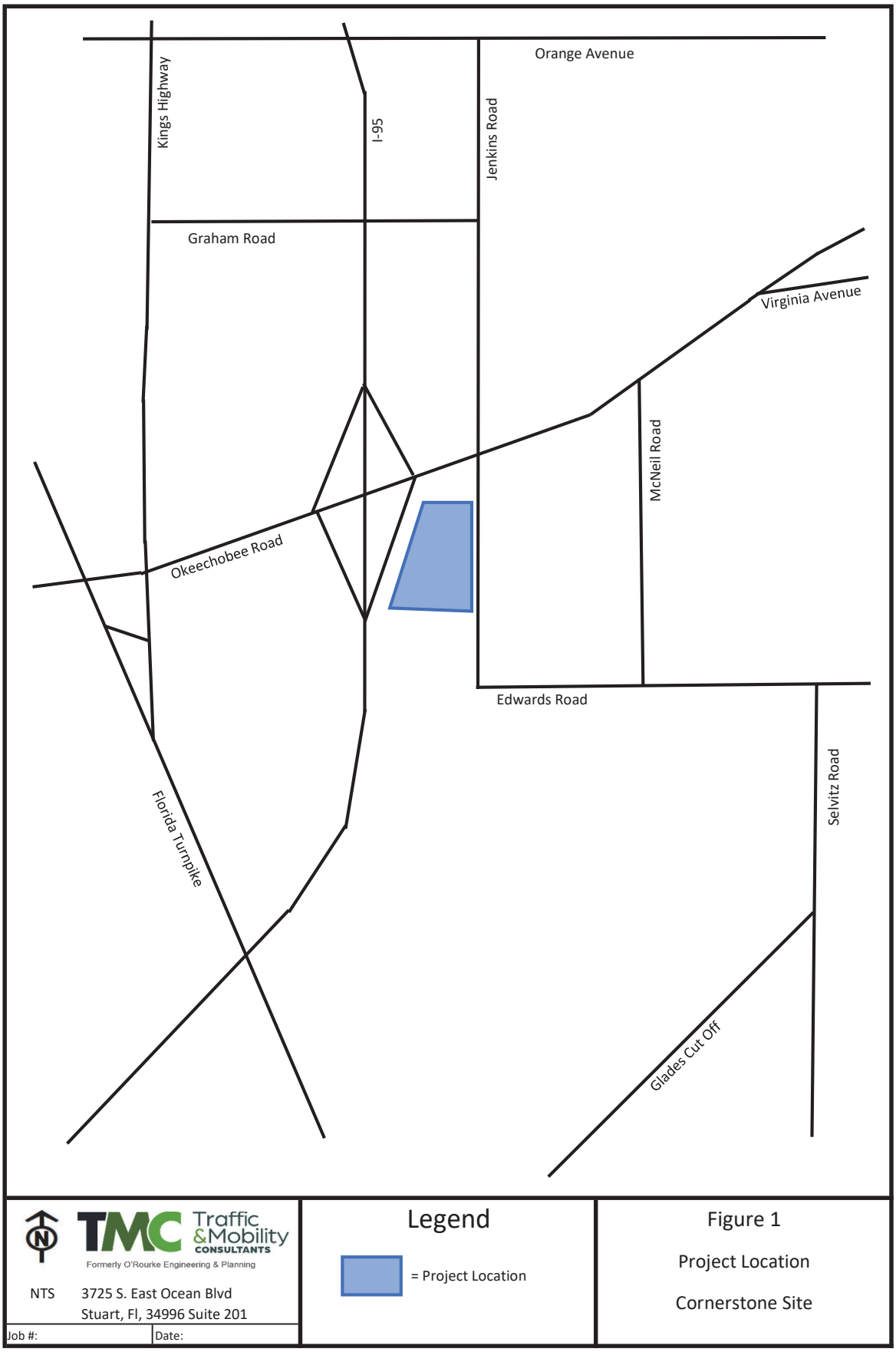
In order to make the determination that the project complies with County Concurrency Guidelines, the following analytical steps were taken:

- summary of the project
- summary of existing lane geometries
- summary of the existing traffic volumes
- assessment of project traffic
- determination of impact area
- summary of buildout cumulative traffic volumes
- summary of levels of service with the project traffic added

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The proposed development will consist of 239 single family dwelling units. The project is located west of Jenkins Road. The project location is shown in **Figure 1**.


Orange Avenue
Kings Highway
I-95
Jenkins Road
Graham Road
Virginia Avenue
McNeil Road
Okeechobee Road
Edwards Road
Florida Turnpike
Selvitz Road
Glades Cut Off
N
TMC Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning
NTS
3725 S. East Ocean Blvd
Stuart, Fl, 34996 Suite 201
Job #:
Date:
Legend
= Project Location
Figure 1
Project Location
Cornerstone Site

EXISTING CONDITIONS

The study area radius of influence of 2 miles is defined based on the 2,249 new external daily trips generated. 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 will be analyzed. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing/Proposed Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Okeechobee Road is a multi-lane divided arterial roadway with an east/west alignment. It is four-lane divided west of Kings Highway and east of Virginia Avenue. It is six-lane divided from Rolyat Street to Virginia Avenue and from Kings Highway to I-95. There is an eight-lane divided section from east of I-95 to Rolyat Street. There are numerous extended turn lanes and freeway auxiliary lanes.
- Kings Highway is under construction in portions and included in the 5-year TIP to be widened to a four-lane divided roadway.
- Edwards Road is a two-lane arterial roadway with an E/W alignment.
- Jenkins Road is a two-lane arterial roadway with a N/S alignment.

Existing Traffic Volumes/Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. Sources of the data are included in **Appendix B.**

PROJECT TRAFFIC

To estimate future traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family Detached Housing (Land Use Code 210) was applied to estimate the trips generated by the proposed development. This land use code is used for townhomes developments. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 2,249 new daily trips. There will be 165 AM peak hour trips with 41 entering the project and 124 trips exiting the project. The project will generate 225 new PM peak hour trips with 142 trips entering the project and 83 trips exiting the project.

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	239	DU	Ln(T) = 0.92Ln(X) + 2.68	50%	50%	1,125	1,124	2,249
TOTALS							**1,125**	**1,124**	**2,249**

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	239	DU	Ln(T) = 0.91Ln(X) + 0.12	25%	75%	41	124	165
TOTALS							**41**	**124**	**165**

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	239	DU	Ln(T) = 0.94Ln(X) + 0.27	63%	37%	142	83	225
TOTALS							**142**	**83**	**225**

Source: ITE 11th Edition Trip Generation Rates

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

Distribution/ Assignment – The overall distribution and assignment were based on other approved residential projects in the area. The project assignment is shown in **Figure 2.**

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more on an adjacent link and 5% or more on all other links. As shown, the project is significant on Jenkins Road and Edwards Road.

LINK ANALYSIS / REVIEW

Links where the project was significant were analyzed further to ensure they will meet concurrency at project buildout-2027. A growth rate of 4.94% was calculated for each significant link. Other project data includes committed traffic from Kings Highway Commerce Park, Creekside, Celebration Pointe, 4945 Edwards Road, Viva at Treasure Coast West, Viva at Treasure Coast East, Project Hunt, Kings Highway Warehouse, Jenkins Waypoint, and Walsh Crossroads. The development of a Panda Express located to the north of the property is being considered at this time.

Details of the background traffic are included in **Appendix C**.

Tables 3a and 3b summarize the results of the link analysis. As shown, the links of Edwards Road from Jenkins Road to McNeil Road and from McNeil Road to Selvitz Road and the link of Jenkins Road from Okeechobee Road to Edwards Road will be over capacity in 2027 due to existing and background traffic. For concurrency purposes, if the improvement needed for the background traffic is the same as needed when the project traffic is added, the project can assume the improvement is in place to satisfy concurrency. Therefore, concurrency is satisfied on all three links.

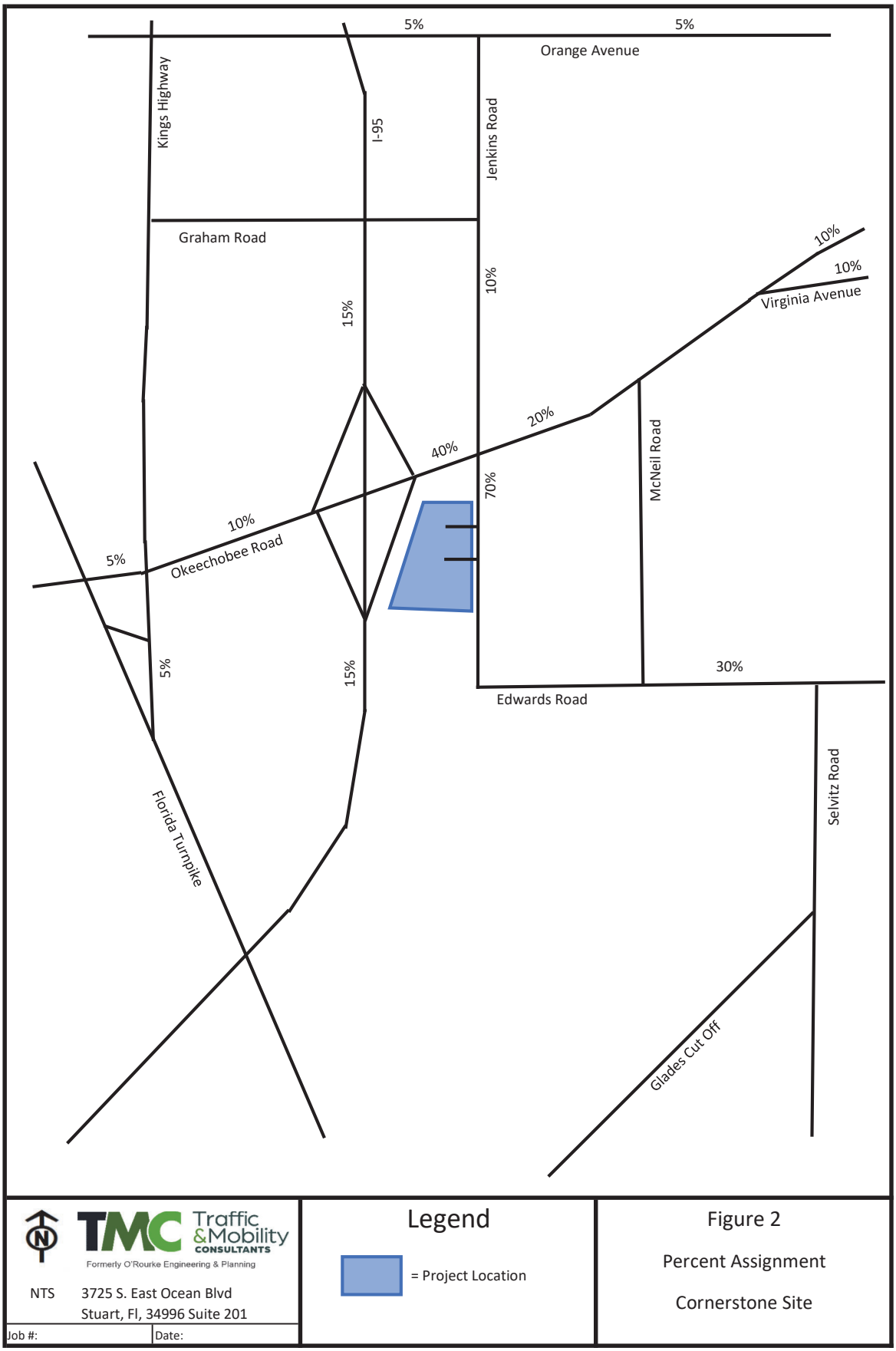

5%
5%
Orange Avenue
Kings Highway
I-95
Jenkins Road
Graham Road
10%
10%
10%
Virginia Avenue
15%
20%
40%
McNeil Road
70%
10%
5%
Okeechobee Road
5%
15%
30%
Edwards Road
Florida Turnpike
Selvitz Road
Glades Cut Off
Legend
= Project Location
Figure 2
Percent Assignment
Cornerstone Site
TMC Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning
NTS
3725 S. East Ocean Blvd
Stuart, Fl, 34996 Suite 201
Job #:
Date:

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	2L	EB	OUT	YES	630	37	5.87%	30%
	Jenkins Rd	McNeil Rd	2L	WB	IN	NO	630	12	1.90%	30%
	McNeil Rd	Selvitz Rd	2L	EB	OUT	YES	700	37	5.29%	30%
	McNeil Rd	Selvitz Rd	2L	WB	IN	NO	700	12	1.71%	30%
Jenkins Rd	Orange Ave	Peterson Rd	2L	NB	OUT	NO	920	6	0.65%	5%
	Orange Ave	Peterson Rd	2L	SB	IN	NO	920	2	0.22%	5%
	Peterson Rd	Graham Rd	2L	NB	OUT	NO	630	6	0.95%	5%
	Peterson Rd	Graham Rd	2L	SB	IN	NO	630	2	0.32%	5%
	Graham Rd	Okeechobee Rd	2L	NB	OUT	NO	920	12	1.30%	10%
	Graham Rd	Okeechobee Rd	2L	SB	IN	NO	920	4	0.43%	10%
	Okeechobee Rd	Edwards Rd	2L	NB	OUT	YES	880	87	9.89%	70%
	Okeechobee Rd	Edwards Rd	2L	SB	IN	YES	880	29	3.30%	70%
Orange Ave	I-95	Jenkins Rd	4LD	EB	IN	NO	2,100	2	0.10%	5%
	I-95	Jenkins Rd	4LD	WB	OUT	NO	2,100	6	0.29%	5%
	Jenkins Rd	Hartman Rd	4LD	EB	OUT	NO	2,100	6	0.29%	5%
	Jenkins Rd	Hartman Rd	4LD	WB	IN	NO	2,100	2	0.10%	5%
Okeechobee Rd	Florida's Turnpike	Kings Hwy	4LD	EB	IN	NO	2,100	2	0.10%	5%
	Florida's Turnpike	Kings Hwy	4LD	WB	OUT	NO	2,100	6	0.29%	5%
	Kings Hwy	Crossroads Pkwy	8LD	EB	IN	NO	4,240	4	0.09%	10%
	Kings Hwy	Crossroads Pkwy	8LD	WB	OUT	NO	4,240	12	0.28%	10%
	Crossroads Pkwy	I-95	8LD	EB	IN	NO	4,240	4	0.09%	10%
	Crossroads Pkwy	I-95	8LD	WB	OUT	NO	4,240	12	0.28%	10%
	I95	Jenkins Rd	6LD	EB	IN	NO	4,240	16	0.38%	40%
	I95	Jenkins Rd	6LD	WB	OUT	NO	4,240	50	1.18%	40%
	Jenkins Rd	McNeil Rd	6LD	EB	OUT	NO	4,040	25	0.62%	20%
	Jenkins Rd	McNeil Rd	6LD	WB	IN	NO	4,040	8	0.20%	20%
	McNeil Rd	Virginia Ave	6LD	EB	OUT	NO	3,170	25	0.79%	20%
	McNeil Rd	Virginia Ave	6LD	WB	IN	NO	3,170	8	0.25%	20%
	Virginia Ave	Hartman Rd	4LD	EB	OUT	NO	2,100	12	0.57%	10%
	Virginia Ave	Hartman Rd	4LD	WB	IN	NO	2,100	4	0.19%	10%
Virginia Ave	Okeechobee Rd	Hartman Rd	6LD	EB	OUT	NO	3,020	12	0.40%	10%
	Okeechobee Rd	Hartman Rd	6LD	WB	IN	NO	3,020	4	0.13%	10%
I-95	Orange Ave	Okeechobee Rd	8LD	NB	OUT	NO	7,320	19	0.26%	15%
	Orange Ave	Okeechobee Rd	8LD	SB	IN	NO	7,320	6	0.08%	15%
	Okeechobee Rd	Midway Rd	6LD	NB	IN	NO	5,500	6	0.11%	15%
	Okeechobee Rd	Midway Rd	6LD	SB	OUT	NO	5,500	19	0.35%	15%

Source: St. Lucie County Traffic Counts and Level of Service Report 2024

IN: 41
OUT: 124

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Lanes	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	2L	EB	OUT	NO	630	25	3.97%	30%
	Jenkins Rd	McNeil Rd	2L	WB	IN	YES	630	43	6.83%	30%
	McNeil Rd	Selvitz Rd	2L	EB	OUT	NO	700	25	3.57%	30%
	McNeil Rd	Selvitz Rd	2L	WB	IN	YES	700	43	6.14%	30%
Jenkins Rd	Orange Ave	Peterson Rd	2L	NB	OUT	NO	920	4	0.43%	5%
	Orange Ave	Peterson Rd	2L	SB	IN	NO	920	7	0.76%	5%
	Peterson Rd	Graham Rd	2L	NB	OUT	NO	630	4	0.63%	5%
	Peterson Rd	Graham Rd	2L	SB	IN	NO	630	7	1.11%	5%
	Graham Rd	Okeechobee Rd	2L	NB	OUT	NO	920	8	0.87%	10%
	Graham Rd	Okeechobee Rd	2L	SB	IN	NO	920	14	1.52%	10%
	Okeechobee Rd	Edwards Rd	2L	NB	OUT	YES	880	58	6.59%	70%
	Okeechobee Rd	Edwards Rd	2L	SB	IN	YES	880	99	11.25%	70%
Orange Ave	I-95	Jenkins Rd	4LD	EB	IN	NO	2,100	7	0.33%	5%
	I-95	Jenkins Rd	4LD	WB	OUT	NO	2,100	4	0.19%	5%
	Jenkins Rd	Hartman Rd	4LD	EB	OUT	NO	2,100	4	0.19%	5%
	Jenkins Rd	Hartman Rd	4LD	WB	IN	NO	2,100	7	0.33%	5%
Okeechobee Rd	Florida's Turnpike	Kings Hwy	4LD	EB	IN	NO	2,100	7	0.33%	5%
	Florida's Turnpike	Kings Hwy	4LD	WB	OUT	NO	2,100	4	0.19%	5%
	Kings Hwy	Crossroads Pkwy	8LD	EB	IN	NO	4,240	14	0.33%	10%
	Kings Hwy	Crossroads Pkwy	8LD	WB	OUT	NO	4,240	8	0.19%	10%
	Crossroads Pkwy	I-95	8LD	EB	IN	NO	4,240	14	0.33%	10%
	Crossroads Pkwy	I-95	8LD	WB	OUT	NO	4,240	8	0.19%	10%
	I95	Jenkins Rd	6LD	EB	IN	NO	4,240	57	1.34%	40%
	I95	Jenkins Rd	6LD	WB	OUT	NO	4,240	33	0.78%	40%
	Jenkins Rd	McNeil Rd	6LD	EB	OUT	NO	4,040	17	0.42%	20%
	Jenkins Rd	McNeil Rd	6LD	WB	IN	NO	4,040	28	0.69%	20%
	McNeil Rd	Virginia Ave	6LD	EB	OUT	NO	3,170	17	0.54%	20%
	McNeil Rd	Virginia Ave	6LD	WB	IN	NO	3,170	28	0.88%	20%
	Virginia Ave	Hartman Rd	4LD	EB	OUT	NO	2,100	8	0.38%	10%
	Virginia Ave	Hartman Rd	4LD	WB	IN	NO	2,100	14	0.67%	10%
Virginia Ave	Okeechobee Rd	Hartman Rd	6LD	EB	OUT	NO	3,020	8	0.26%	10%
	Okeechobee Rd	Hartman Rd	6LD	WB	IN	NO	3,020	14	0.46%	10%
I-95	Orange Ave	Okeechobee Rd	8LD	NB	OUT	NO	7,320	12	0.16%	15%
	Orange Ave	Okeechobee Rd	8LD	SB	IN	NO	7,320	21	0.29%	15%
	Okeechobee Rd	Midway Rd	6LD	NB	IN	NO	5,500	21	0.38%	15%
	Okeechobee Rd	Midway Rd	6LD	SB	OUT	NO	5,500	12	0.22%	15%

Source: St. Lucie County Traffic Counts and Level of Service Report 2024

IN: 142
OUT: 83

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	D Factor (3)	2024 Peak Hour Volumes (1)	Growth Rate (2)	2027 Peak Hour Volumes w/ Growth Factor	2027 Peak Hour w/ 1% Growth	AM Peak Hour Committed Projects Directional	2027 1% Growth + Committed Peak Direction	Higher of Growth Rate or 1% + Commited	Peak Hour Service Capacity (E+C)	Project Volume Peak Direction	Total Traffic (Peak Direction)	Improved Capacity	Buildout V/C With Improvements	% Project of Capacity-Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	WB	OUT	YES	0.51	742	4.94%	857	764	30	794	857	630	37	894	1850 (5)	0.48	5.87%	YES (4)	30%
	McNeil Rd	Selvitz Rd	WB	OUT	YES	0.51	742	4.94%	857	764	30	794	857	700	37	894	1850 (5)	0.48	5.29%	YES (4)	30%
Jenkins Rd	Okeechobee Rd	Edwards Rd	NB	OUT	YES	0.51	729	4.94%	842	751	169	920	920	880	87	1007	1850	0.54	9.89%	YES (4)	70%
	Okeechobee Rd	Edwards Rd	SB	IN	YES	0.49	700	4.94%	809	722	58	780	809	880	29	838	1850	0.45	3.30%	YES	70%

Note: TPO Provides Peak Direction, off-peak derived from D Factor
(1) St. Lucie County Traffic Counts and Level of Service Report 2024
(2) Growth rate calculated from FDOT Historical Traffic Counts
(3) FDOT Hourly County Data
(4) Fails with background traffic therefore improvements assumed in place
(5) Roadway is anticipated to be widened

Net In: 41
Net Out: 124
Years Grown: 3

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	Greater than 5% (1% on Adjacent Links)	D Factor (3)	2024 Peak Hour Volumes (1)	Growth Rate (2)	2027 Peak Hour Volumes w/ Growth Factor	2027 Peak Hour w/ 1% Growth	PM Peak Hour Committed Projects Directional	2027 1% Growth + Committed Peak Direction	Higher of Growth Rate or 1% + Commited	Peak Hour Service Capacity (E+C)	Project Volume Peak Direction	Total Traffic (Peak Direction)	Improved Capacity	Buildout V/C With Improvements	% Project of Capacity-Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
Edwards Rd	Jenkins Rd	McNeil Rd	EB	IN	YES	0.52	718	4.94%	830	740	33	773	830	630	43	873	1850 (5)	0.47	6.83%	YES (4)	30%
	McNeil Rd	Selvitz Rd	EB	IN	YES	0.52	718	4.94%	830	740	33	773	830	700	43	873	1850 (5)	0.47	6.14%	YES (4)	30%
Jenkins Rd	Okeechobee Rd	Edwards Rd	NB	OUT	YES	0.43	558	4.94%	645	575	108	683	683	880	58	741	1850	0.40	6.59%	YES	70%
	Okeechobee Rd	Edwards Rd	SB	IN	YES	0.57	740	4.94%	855	762	174	936	936	880	99	1035	1850	0.56	11.25%	YES (4)	70%

Note: TPO Provides Peak Direction, off-peak derived from D Factor
(1) St. Lucie County Traffic Counts and Level of Service Report 2024
(2) Growth rate calculated from FDOT Historical Traffic Counts
(3) FDOT Hourly Count Data
(4) Fails with background traffic therefore improvements assumed in place
(5) Roadway is anticipated to be widened

Net In: 142
Net Out: 83
Years Grown: 3

INTERSECTION ANALYSIS

The intersections of Okeechobee Road at Jenkins Road and Edwards Road at Jenkins Road were counted on May 6, 2025. A peak season factor of 1.06 was applied to the raw count data. The intersections were analyzed in the AM and PM peak hours for three scenarios: Existing, Background 2027 without project traffic, and Buildout 2027 with project traffic. The intersection of Edwards at Jenkins is committed to be signalized and therefore the intersection was analyzed as a signalized intersection in the Background and Buildout scenarios. **Tables 4a** and **4b** summarize the results of the intersection analysis for the AM and PM peak hours, respectively.

Jenkins/Okeechobee

The intersections of Okeechobee Road and Jenkins Road is an existing signalized intersection. The intersection operates at LOS D under existing conditions and will continue to operate at an LOS D at project buildout with the existing signal timing.

Jenkins/Edwards

The intersection of Jenkins Road and Edwards Road is in the design phase of becoming a signalized intersection. Projects Viva at Treasure Coast East and Viva at Treasure Coast West are committed to providing this improvement and adding a dedicated westbound left, westbound right, and southbound left. With these improvements, in the background scenario, the intersection will operate at a LOS D in the AM and LOS B in the PM. Through project buildout, the intersection will operate at a LOS C in the AM and LOS B in the PM. The intersection data and analyses are included in **Appendix D**.

DRIVEWAY ANALYSIS

The project is proposed to have two full access driveways that will connect to Jenkins Road. The southern project Driveway 1 is proposed to align with the existing church and school; the northern project Driveway 2 is proposed to align with Clementine Road. Jenkins Road is currently undergoing a PD&E study to determine the feasibility of widening to a 4-lane divided roadway between Midway Road and Orange Avenue. Funding for construction is not identified in the 2026-2030 Transportation Improvement Program. **Figure 3** shows the driveway volumes for the AM and PM peak hours.

The driveways were analyzed using Synchro. The analysis shows that Driveway 1 will operate at LOS F for the eastbound movement and LOS D for the westbound movement in the AM peak hour as an unsignalized intersection. A signal warrant analysis is being prepared under separate cover for the intersection of Driveway 1/School Entrance and Jenkins Road at the request of the county. Preliminary results indicate that the school trips would satisfy the peak hour warrant. Driveway 2 is projected to operate at a LOS E for the eastbound movement and LOS C for the westbound movement in the AM peak hour.

The driveways were analyzed for the need for left and right turn lanes at the project driveways. NCHRP 457 was used to determine that a northbound left-turn lane and southbound right turn lane would be warranted at both driveways. The applicant is exploring a potential cross access easement with the Panada Express development located to the north of the project. The driveway data and analyses are included in **Appendix E**.

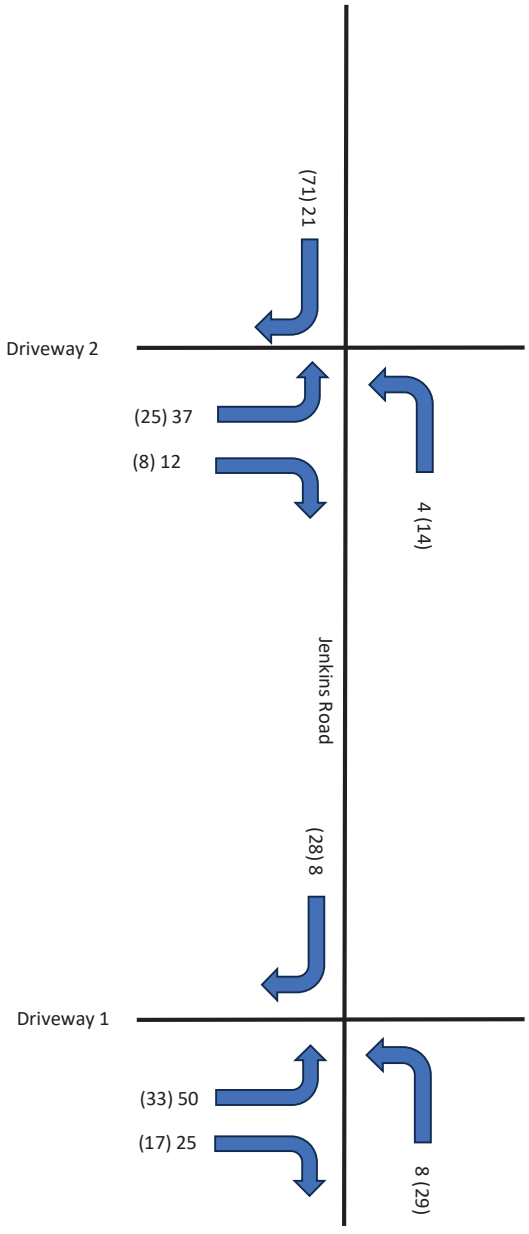
Table 4a: Intersection Results - AM Peak Hour

Int #	Intersection		Control	App	Mvmt	Existing Conditions			Background Conditions			Buildout Conditions		
						v/c	delay	LOS	v/c	delay	LOS	v/c	delay	LOS
1	Okeechobee Rd	Jenkins Rd	Signal	EB	Left	0.50	57.4	E	0.72	67.4	E	0.72	69.5	E
					Thru	0.57	28.3	C	0.73	38.7	D	0.75	41.4	D
					Right	0.00	0.0	A	0.00	0.0	A	0.00	0.0	A
				WB	Left	0.79	64.1	E	0.82	71.5	E	0.84	73.3	E
					Thru	0.36	23.3	C	0.46	30.8	C	0.47	32.3	C
					Right	0.18	21.7	C	0.22	28.0	C	0.23	29.4	C
				NB	Left	0.84	56.8	E	0.89	69.2	E	0.92	75.5	E
					Thru	0.30	41.0	D	0.28	38.9	D	0.30	39.1	D
					Right	0.33	41.4	D	0.34	39.8	D	0.39	40.5	D
				SB	Left	0.51	57.4	E	0.70	67.6	E	0.70	69.7	E
					Thru	0.36	48.6	D	0.29	49.3	D	0.30	51.0	D
					Right	0.83	60.9	E	0.91	84.5	F	0.92	88.5	F
				Overall			**35.2**	**D**		**45.2**	**D**		**48.1**	**D**
2	Edwards Rd	Jenkins Rd	TWSC (Signal in Background & Buildout)	WB	Left	0.60	13.8	B	0.02	14.8	B	0.01	9.1	A
					Right				0.93	32.1	C	0.75	9.8	A
				NB	Thru	0.00	0.0	A	0.06	15.2	B	0.16	19.1	B
				SB	Left				0.66	13.1	B	0.86	25.0	C
					Thru	0.29	7.9	A	0.03	6.2	A	0.04	7.6	A
				Overall			**10.9**	**B**		**23.1**	**C**		**16.5**	**B**

Table 4b: Intersection Results - PM Peak Hour

Int #	Intersection		Control	App	Mvmt	Existing Conditions			Background Conditions			Buildout Conditions		
						v/c	delay	LOS	v/c	delay	LOS	v/c	delay	LOS
1	Okeechobee Rd	Jenkins Rd	Signal	EB	Left	0.70	60.0	E	0.79	66.5	E	0.80	69.4	E
					Thru	0.48	26.7	C	0.62	36.8	D	0.65	40.3	D
					Right	0.00	0.0	A	0.00	0.0	A	0.00	0.0	A
				WB	Left	0.81	63.5	E	0.86	71.3	E	0.89	80.8	F
					Thru	0.49	24.8	C	0.64	35.3	D	0.64	36.4	D
					Right	0.26	22.3	C	0.36	31.0	C	0.34	31.9	C
				NB	Left	0.83	56.2	E	0.88	68.8	E	0.90	74.5	E
					Thru	0.32	43.8	D	0.30	43.7	D	0.32	45.0	D
					Right	0.35	44.2	D	0.32	44.1	D	0.35	45.6	D
				SB	Left	0.74	58.9	E	0.78	66.5	E	0.79	69.4	E
					Thru	0.37	48.7	D	0.32	50.6	D	0.35	53.2	D
					Right	0.83	61.2	E	0.91	85.8	F	0.91	91.4	F
				Overall			**35.1**	**D**		**45.7**	**D**		**49.0**	**D**
2	Edwards Rd	Jenkins Rd	TWSC (Signal in Background & Buildout)	WB	Left	0.61	16.2	B	0.04	13.9	B	0.04	13.6	B
					Right				0.60	6.0	A	0.62	5.7	A
				NB	Thru	0.00	0.0	A	0.35	23.6	C	0.47	26.3	C
				SB	Left				0.80	15.9	B	0.83	18.5	B
					Thru	0.36	8.3	A	0.03	5.4	A	0.03	5.7	A
				Overall			**11.4**	**B**		**11.7**	**B**		**12.9**	**B**

	IN	OUT	TOTAL
AM	41	124	165
PM	142	83	225



TMC Traffic & Mobility CONSULTANTS
Formerly O'Rourke Engineering & Planning

NTS

3725 S. East Ocean Blvd
Stuart, Fl, 34996 Suite 201

Job #:

Date:

Legend

= Project Location

Figure 3

Driveway Volumes

Cornerstone Site

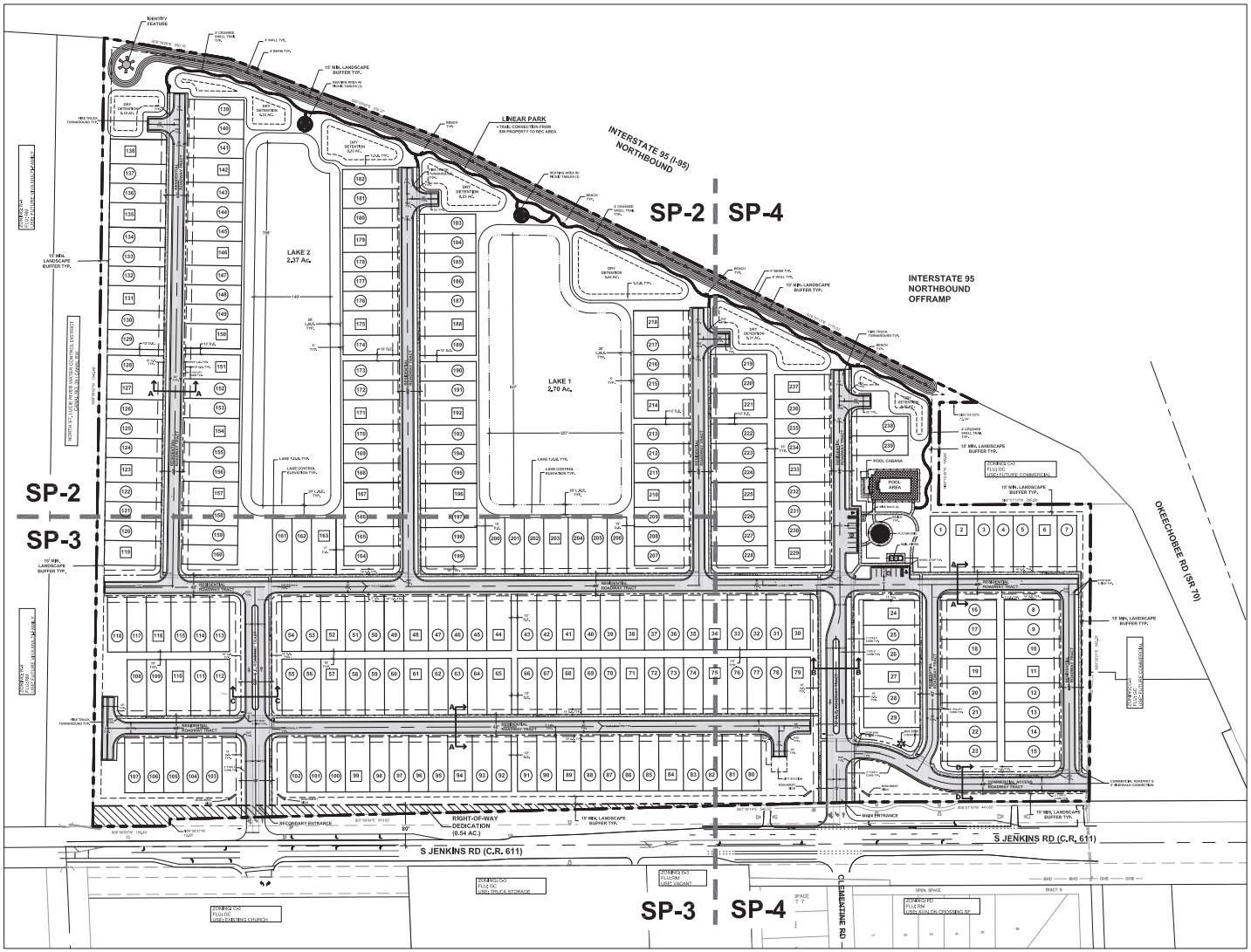
CONCLUSION

With 165 net new AM peak hour trips and 225 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network and planned/funded roadway improvements. Therefore, the project meets the requirements for concurrency.

Per FDOT requirements, a northbound left-turn lane and a southbound right-turn lane will be required at the project driveways. A signal warrant analysis is being prepared under separate cover to determine the need for signalization at Driveway 1 and Jenkins Road.

APPENDIX A

SITE PLAN



Site Data

Site Address:	2721 S Jenkins Rd. Fort Pierce, FL 34981
Total Site Area:	49.92 Ac. / 2,174,386 SF
Additional R/W Dedication Area	0.54 Ac. / 23,377 sf
Remaining Site Area	49.38 Ac. / 2,151,009 sf
Existing Zoning:	C-3 (General Commercial)
Proposed Zoning:	PD (Planned Development)
Existing FLU:	GC (General Commercial)
Proposed FLU:	RM (Medium Density Residential)
Proposed Use:	Single Family Residential
Proposed Lots / Dwelling Units:	239 Lots / Units
Parcel ID #:	232441300000009 232443100010002

Density

Maximum Density:	(RM) 5 DU / Ac. (49.92 Ac. x 5 DU / Ac.)	250 Units
Proposed Density:		239 Units
Proposed Gross Site Density:		4.79 DU / Ac.

Lot Data & Standards

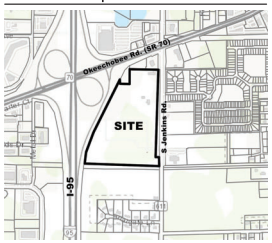
	Lot Type A	Lot Type B
Total Lots	55 Lots	184 Lots
Lot Area	5,280 sf	4,180 sf
Depth	110'	110'
Width	48'	38'
Lot Coverage	60% Max.	55% Max.
Building Setbacks		
Front	20' Min.	20' Min.
Side	3' Min.	3' Min.
Side Corner	N/A	N/A
Rear	10' Min.	10' Min.
Building Separation	6' Min.	6' Min.

Note: Roof overhangs, air conditioning equipment, irrigation pumps and pool equipment may encroach into the 3ft side setback. Roof overhangs may encroach into drainage easements.

Site Calculations (Based on Remaining Site Area)

Open Space			
Open Space Required: (49.38 Ac. X 20%)	430,202 sf	9.87 Ac.	20%
Open Space Provided:	588,933 sf	13.52 Ac.	28%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
30% of Lake Area	66,386 sf	1.52 Ac.	3%
Impervious Area			
Lot Area (80%)	847,616 sf	19.46 Ac.	39%
V,U,A, (Includes driveways within R/W)	239,974 sf	5.51 Ac.	11%
Sidewalks / Other Pavement (Includes Pool Area)	48,341 sf	1.11 Ac.	2%
Lake Area (Control Elevation)	220,952 sf	5.07 Ac.	10%
Pool Cabana Building	518 sf	0.01 Ac.	1%
Total:	1,357,401 sf	31.16 Ac.	63%
Pervious Area			
Lot Area (20%)	211,904 sf	4.86 Ac.	10%
Dry Detention Area	77,708 sf	1.78 Ac.	4%
Lake Banks	65,792 sf	1.51 Ac.	3%
Common Area: Landscape / Open Space	379,147 sf	8.71 Ac.	18%
Other Landscape Area (Within R/W)	59,057 sf	1.36 Ac.	2%
Total:	793,608 sf	18.22 Ac.	37%

Location Map



Legal Description

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

General Notes

1. All construction shall comply with the City of Fort Pierce Code of Ordinances Sections 107,119 and 125 with the exception of the modified standards or variances approved as part of the Planned Development (PD) Zoning Development Agreement and the Final PD Site Plan.

Legend

- # Lot Type "A" (48' x 110')
- # Lot Type "B" (38' x 110')
- R/W Dedication Area (0.54 Ac.)

Scale: 1" = 100'

0' 50' 100' 200' 300'

North

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE
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Palm City, Florida 34990
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LA 0000905

Pulte Cornerstone

City of Fort Pierce Florida

Final PD Site Plan

Copyright
The following drawings are instruments of service to the Landscape Architect. They are not products of design. All ideas, designs, arrangements, and plans indicated or represented by this drawing are owned by and the property of the designer, and were created, evolved, and developed for use on and in connection with the specified project. None of such ideas, designs, arrangements or plans shall be used by or disclosed to any person, firm, or corporation for any purpose whatsoever without the written permission of the designer.

Job No.	2024-31
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	02-14-2025 06-13-2025
Revision Dates	

SP-1

APPENDIX B

ST. LUCIE COUNTY 2024 LEVEL OF SERVICE REPORT

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
COUNTRY CLUB DR	ST LUCIE WEST BLVD to CALIFORNIA BLVD	725	7,310	2023	1,710	529	C	0.31	500	C	0.29
CROSSTOWN PKWY	COMMERCE CENTER DR to I-95	650	18,982	2021	3,170	903	C	0.28	966	C	0.30
CROSSTOWN PKWY	I-95 to CALIFORNIA BLVD	651	44,500	2024	3,170	2,625	C	0.83	2,512	C	0.79
CROSSTOWN PKWY	CALIFORNIA BLVD to CASHMERE BLVD	652	39,500	2024	3,170	2,239	C	0.71	2,303	C	0.73
CROSSTOWN PKWY	CASHMERE BLVD to CAMEO BLVD	653	36,000	2024	3,170	2,016	C	0.64	1,935	C	0.61
CROSSTOWN PKWY	CAMEO BLVD to BAYSHORE BLVD	654	46,000	2024	3,170	2,385	C	0.75	2,367	C	0.75
CROSSTOWN PKWY	BAYSHORE BLVD to AIROSO BLVD	655	35,000	2024	3,170	1,920	C	0.61	1,855	C	0.59
CROSSTOWN PKWY	AIROSO BLVD to SANDIA DR	656	17,705	2021	3,170	857	C	0.27	919	C	0.29
CROSSTOWN PKWY	SANDIA DR to MANTH LN	657	21,986	2021	3,170	1,123	C	0.35	1,102	C	0.35
CROSSTOWN PKWY	FLORESTA DR to US 1	66	34,500	2024	3,170	2,331	C	0.74	2,070	C	0.65
CROSSROADS PKWY	OKEECHOBEE RD to KINGS HWY	649	2,204	2022	790	115	C	0.15	122	C	0.15
CROSSTOWN PKWY	VILLAGE PKWY to COMMERCE CENTER DR	733	27,500	2024	2,100	1,550	C	0.74	1,498	C	0.71
DARWIN BLVD	BECKER RD to PAAR DR	235	9,400	2024	630	812	F	1.29	715	F	1.13
DARWIN BLVD	PAAR DR to TULIP BLVD	235	9,400	2024	920	812	C	0.88	715	C	0.78
DARWIN BLVD	TULIP BLVD to PORT ST LUCIE BLVD	659	11,043	2023	920	582	C	0.63	542	C	0.59
DEL RIO BLVD	PORT ST LUCIE BLVD to CALIFORNIA BLVD	311	9,825	2022	920	585	C	0.64	518	C	0.56
DEL RIO BLVD	CALIFORNIA BLVD to CASHMERE BLVD	660	5,707	2022	880	336	C	0.38	357	C	0.41
DEL RIO BLVD	CASHMERE BLVD to CALIFORNIA BLVD	661	5,196	2021	880	276	C	0.31	280	C	0.32
DELAWARE AVE	HARTMAN RD to 33RD ST	662	1,600	2022	600	313	D	0.52	241	C	0.40
DELAWARE AVE	33RD ST to 25TH ST	500	2,160	2022	1,710	161	C	0.09	168	C	0.10
DELAWARE AVE	25TH ST to OKEECHOBEE RD	948526	1,308	2023	1,220	60	C	0.05	60	C	0.05
DELAWARE AVE	OKEECHOBEE RD to 13TH ST	663	10,632	2023	790	597	D	0.76	567	D	0.72
DELAWARE AVE	13TH ST to 10TH ST	664	8,100	2024	750	469	D	0.63	435	D	0.58
DELAWARE AVE	10TH ST to 7TH ST	664	8,100	2024	600	469	D	0.78	435	D	0.73
DELAWARE AVE	7TH ST to US 1	665	6,552	2023	750	424	D	0.57	382	D	0.51
EAST TORINO PKWY	CASHMERE BLVD to TORINO PKWY	710	10,500	2024	830	651	C	0.78	669	C	0.81
EAST TORINO PKWY	TORINO PKWY to MIDWAY RD	237	16,000	2024	880	1,093	F	1.24	918	F	1.04
EASY ST	US 1 to BUCHANAN DR	106	7,204	2021	750	399	D	0.53	505	D	0.67
EASY ST	BUCHANAN DR to YUCCA DR	106	7,204	2021	540	399	D	0.74	505	D	0.94
EDWARDS RD	JENKINS RD to MCNEIL RD	174	14,000	2024	630	742	F	1.18	718	F	1.14
EDWARDS RD	MCNEIL RD to SELVITZ RD	174	14,000	2024	700	742	F	1.06	718	F	1.03
EDWARDS RD	SELVITZ RD to 25TH ST	110	13,500	2024	880	711	C	0.81	702	C	0.80

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Traffic Counts and Level of Service Report
2024

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						Volume	LOS	V/C	Volume	LOS	V/C
GLADES CUT-OFF RD	COMMERCE CENTER DR to MIDWAY RD	731	5,600	2024	920	458	C	0.50	453	C	0.49
GLADES CUT-OFF RD	MIDWAY RD to JENKINS RD	115	8,200	2024	790	471	D	0.60	465	D	0.59
GLADES CUT-OFF RD	JENKINS RD to SELVITZ RD	113	6,351	2023	830	378	C	0.46	351	C	0.42
GRAHAM RD	KINGS HWY to JENKINS RD	669	2,344	2022	630	148	C	0.23	149	C	0.24
GREEN RIVER PKWY	MARTIN C.L. to CHARLESTON DR	319	5,200	2024	1,070	307	B	0.29	319	B	0.30
GREEN RIVER PKWY	CHARLESTON DR to MELALEUCA BLVD	319	5,200	2024	1,070	307	B	0.29	319	B	0.30
GREEN RIVER PKWY	MELALEUCA BLVD to WALTON RD	319	5,200	2024	1,070	307	B	0.29	319	B	0.30
HARTMAN RD	OKEECHOBEE RD to PETERSON RD	670	6,297	2021	750	300	C	0.40	293	C	0.39
HARTMAN RD	PETERSON RD to DELAWARE AVE	670	6,297	2021	540	300	D	0.56	293	D	0.54
HARTMAN RD	DELAWARE AVE to ORANGE AVE	670	6,297	2021	790	300	C	0.38	293	C	0.37
HEADER CANAL RD	OKEECHOBEE RD to ORANGE AVE	121	650	2024	670	44	B	0.07	42	B	0.06
HILLMOOR DR	US 1 to LENNARD RD	671	6,842	2023	790	380	C	0.48	359	C	0.45
I-95	MARTIN C.L. to GATLIN BLVD	890334	76,830	2023							
I-95	GATLIN BLVD to ST LUCIE WEST BLVD	941901	91,097	2023							
I-95	ST LUCIE WEST BLVD to MIDWAY RD	941904	74,453	2023							
I-95	MIDWAY RD to OKEECHOBEE RD	941902	81,653	2023							
I-95	OKEECHOBEE RD to ORANGE AVE	940260	72,427	2023							
I-95	ORANGE AVE to INDRIO RD	941905	54,180	2023							
I-95	INDRIO RD to INDIAN RIVER C.L.	882003	45,470	2023							
INDIAN RIVER DR	CITRUS AVE to ORANGE AVE	945029	5,686	2023	750	282	C	0.38	282	C	0.38
INDIAN RIVER DR	ORANGE AVE to AVENUE A	940003	6,275	2023	750	311	C	0.41	311	C	0.41
INDIAN RIVER DR	AVENUE D to SEAWAY DR	940004	6,352	2023	790	315	C	0.40	315	C	0.40
INDIAN RIVER DR	AVENUE A to AVENUE D	940004	6,352	2023	540	315	D	0.58	315	D	0.58
INDRIO RD	PRIVATE RD to I-95 W RAMP	940128	1,107	2023	1,080	56	B	0.05	56	B	0.05
INDRIO RD	I-95 W RAMP to I-95 E RAMP	940128	1,107	2023							
INDRIO RD	I-95 E RAMP to KOBLEGARD RD	940038	12,295	2023							
INDRIO RD	KOBLEGARD RD to JOHNSTON RD	940038	12,295	2023							
INDRIO RD	JOHNSTON RD to EMERSON AVE	940038	12,295	2023							
INDRIO RD	EMERSON RD to SEMINOLE RD	940281	11,436	2023							
INDRIO RD	SEMINOLE RD to KINGS HWY	940281	11,436	2023							
INDRIO RD	KINGS HWY to SLASH PINE TRL	114	5,773	2023	790	365	C	0.46	359	C	0.45
INDRIO RD	SLASH PINE TRL to US 1	114	5,773	2023	920	365	C	0.40	359	C	0.39

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						Volume	LOS	V/C	Volume	LOS	V/C
INDRIO RD	US 1 to OLD DIXIE HWY	672	1,067	2022	750	92	C	0.12	97	C	0.13
JENKINS RD	EDWARDS RD to OKEECHOBEE RD	133	12,000	2024	880	729	C	0.83	740	C	0.84
JENKINS RD	OKEECHOBEE RD to GRAHAM RD	131	11,500	2024	920	612	C	0.67	614	C	0.67
JENKINS RD	GRAHAM RD to PETERSON RD	739	6,500	2024	630	357	C	0.57	352	C	0.56
JENKINS RD	PETERSON RD to ORANGE AVE	739	6,500	2024	920	357	C	0.39	352	C	0.38
JENNINGS RD	US 1 to LENNARD RD	673	4,667	2022	2,100	244	C	0.12	233	C	0.11
JOHNSTON RD	ANGLE RD to L20	674	2,700	2022	1,070	212	B	0.20	186	B	0.17
JOHNSTON RD	L20 to MEADOWOOD DR	675	2,408	2022	1,070	159	B	0.15	150	B	0.14
JOHNSTON RD	MEADOWOOD DR to OLD JOHNSTON RD	675	2,408	2022	1,070	159	B	0.15	150	B	0.14
JOHNSTON RD	OLD JOHNSTON RD to INDRIO RD	675	2,408	2022	1,070	159	B	0.15	150	B	0.14
JOHNSTON RD	INDRIO RD to RUSSOS RD	135	9,111	2023	1,070	528	C	0.49	499	C	0.47
JOHNSTON RD	RUSSOS RD to INDIAN RIVER C.L.	135	9,111	2023	1,070	528	C	0.49	499	C	0.47
JUANITA AVE	53RD ST to 25TH ST	122	1,602	2022	750	102	C	0.14	84	C	0.11
JUANITA AVE	25TH ST to US 1	120	3,505	2022	750	179	C	0.24	195	C	0.26
KEEN RD	ANGLE RD to JUANITA AVE	129	3,069	2023	630	224	C	0.36	243	C	0.39
KEEN RD	JUANITA AVE to ST LUCIE BLVD	129	3,069	2023	630	224	C	0.36	243	C	0.39
KINGS HWY	OKEECHOBEE RD to CROSSROADS PKWY	940757	9,104	2023							
KINGS HWY	CROSSROADS PKWY to GRAHAM RD	940757	9,104	2023							
KINGS HWY	GRAHAM RD to PICOS RD	940076	6,818	2023							
KINGS HWY	PICOS RD to ORANGE AVE	940076	6,818	2023							
KINGS HWY	ORANGE AVE to ANGLE RD	940077	14,734	2023							
KINGS HWY	ANGLE RD to ST LUCIE BLVD	940751	11,316	2023							
KINGS HWY	ST LUCIE BLVD to INDRIO RD	940006	14,026	2023							
KIRBY LOOP RD	EDWARDS RD to 35TH ST	677	2,475	2021	630	144	C	0.23	133	C	0.21
KITTERMAN RD	OLEANDER AVE to US 1	124	3,193	2023	750	205	C	0.27	167	C	0.22
KITTERMAN RD	US 1 to LENNARD EXT	678	1,776	2022	750	104	C	0.14	108	C	0.14
LENNARD RD	US 1 to MARIPOSA AVE	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	MARIPOSA AVE to MELALEUCA BLVD	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	MELALEUCA BLVD to JENNINGS RD	325	19,980	2022	1,630	1,198	D	0.73	1,136	D	0.70
LENNARD RD	JENNINGS RD to HILLMOOR DR	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	HILLMOOR DR to TIFFANY AVE	325	19,980	2022	1,710	1,198	D	0.70	1,136	D	0.66
LENNARD RD	TIFFANY AVE to WALTON RD	323	6,667	2022	1,710	365	C	0.21	352	C	0.21

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						Volume	LOS	V/C	Volume	LOS	V/C
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	3,734	2021	790	258	C	0.33	245	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	10,212	2023	920	645	C	0.70	582	C	0.63
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	10,212	2023	920	645	C	0.70	582	C	0.63
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,758	2023	880	526	C	0.60	501	C	0.57
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	368	2022	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	300	2024	540	24	C	0.04	21	C	0.04
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	5,510	2023	790	345	C	0.44	336	C	0.43
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	5,510	2023	540	345	D	0.64	336	D	0.62
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	9,600	2024	920	613	C	0.67	586	C	0.64
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	25,500	2024	880	1,275	F	1.45	1,380	F	1.57
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	25,500	2024	790	1,275	F	1.61	1,380	F	1.75
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	6,743	2023	760	342	C	0.45	342	C	0.45
MIDWAY RD	SHINN RD to MCCARTY RD	940732	6,743	2023	630	342	C	0.54	342	C	0.54
MIDWAY RD	MCCARTY RD to I-95	940732	6,743	2023	700	342	C	0.49	342	C	0.49
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	21,637	2023	2,100	1,060	C	0.50	1,060	C	0.50
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	23,000	2024	2,100	1,203	C	0.57	1,193	C	0.57
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	25,500	2024	2,100	1,275	C	0.61	1,380	C	0.66
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	25TH ST to SUNRISE BLVD	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	OLEANDER AVE to US 1	242	19,000	2024	2,100	1,050	C	0.50	972	C	0.46
MIDWAY RD	US 1 to WALLACE ST	940023	3,813	2023	790	189	C	0.24	189	C	0.24
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,813	2023	920	189	C	0.21	189	C	0.21
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,813	2023	630	189	C	0.30	189	C	0.30
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,110	2022	920	113	C	0.12	113	C	0.12
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	3,200	2024	880	262	C	0.30	258	C	0.29
NEBRASKA AVE	25TH ST to 13TH ST	684	3,437	2022	1,710	228	C	0.13	176	C	0.10
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,100	2024	700	304	C	0.43	289	C	0.41
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	3,632	2022	540	192	C	0.36	212	C	0.39
OHIO AVE	COLONIAL RD to US 1	686	3,632	2022	750	192	C	0.26	212	C	0.28
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	9,900	2024	1,580	536	B	0.34	542	B	0.34

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Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OKEECHOBEE RD	BLUEFIELD RD to CARLTON RD	687	9,900	2024	2,000	536	B	0.27	542	B	0.27
OKEECHOBEE RD	CARLTON RD to SNEED RD	940039	9,696	2023							
OKEECHOBEE RD	IDEAL HOLDING RD to HEADER CANAL RD	940039	9,696	2023							
OKEECHOBEE RD	SNEED RD to IDEAL HOLDING RD	940039	9,696	2023							
OKEECHOBEE RD	HEADER CANAL RD to MIDWAY RD	940039	9,696	2023							
OKEECHOBEE RD	MIDWAY RD to SHINN RD	940039	9,696	2023							
OKEECHOBEE RD	SHINN RD to MCCARTY RD	940195	7,267	2023							
OKEECHOBEE RD	MCCARTY RD to FLORIDA'S TURNPIKE	940025	10,118	2023							
OKEECHOBEE RD	FLORIDA'S TURNPIKE to KINGS HWY	940025	10,118	2023							
OKEECHOBEE RD	KINGS HWY to CROSSROADS PKWY	940748	24,489	2023							
OKEECHOBEE RD	CROSSROADS PKWY to I-95	940106	26,459	2023							
OKEECHOBEE RD	I-95 to JENKINS RD	940029	33,776	2023							
OKEECHOBEE RD	JENKINS RD to MCNEIL RD	940029	33,776	2023							
OKEECHOBEE RD	MCNEIL RD to VIRGINIA AVE	940742	32,311	2023							
OKEECHOBEE RD	VIRGINIA AVE to HARTMAN RD	688	13,178	2023	2,100	681	C	0.32	672	C	0.32
OKEECHOBEE RD	HARTMAN RD to 35TH ST	688	13,178	2023	1,630	681	C	0.42	672	C	0.41
OKEECHOBEE RD	35TH ST to 33RD ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	33RD ST to 25TH ST	689	15,615	2023	1,630	813	D	0.50	778	D	0.48
OKEECHOBEE RD	25TH ST to GEORGIA AVE	690	11,736	2023	1,630	680	C	0.42	603	C	0.37
OKEECHOBEE RD	GEORGIA AVE to DELAWARE AVE	690	11,736	2023	1,710	680	C	0.40	603	C	0.35
OLD DIXIE HWY	US 1 to SR A1A NORTH	691	436	2022	790	68	C	0.09	64	C	0.08
OLD DIXIE HWY	SR A1A NORTH to ST LUCIE BLVD	948521	1,820	2023	750	85	C	0.11	85	C	0.11
OLD DIXIE HWY	ST LUCIE BLVD to INDRIO RD	227	1,785	2022	790	145	C	0.18	106	C	0.13
OLD DIXIE HWY	INDRIO RD to INDIAN RIVER C.L.	948523	1,495	2023	870	70	C	0.08	70	C	0.08
OLEANDER AVE	BEACH AVE to KITTERMAN RD	692	2,997	2021	540	173	C	0.32	196	C	0.36
OLEANDER AVE	KITTERMAN RD to MIDWAY RD	141	6,174	2021	750	359	C	0.48	359	C	0.48
OLEANDER AVE	MIDWAY RD to WEATHERBEE RD	139	6,049	2023	750	342	C	0.46	345	C	0.46
OLEANDER AVE	WEATHERBEE RD to BELL AVE	139	6,049	2023	540	342	D	0.63	345	D	0.64
OLEANDER AVE	BELL AVE to FARMER'S MARKET RD	240	9,400	2024	540	465	D	0.86	461	D	0.85
OLEANDER AVE	FARMER'S MARKET RD to EDWARDS RD	240	9,400	2024	750	465	D	0.62	461	D	0.61
OLEANDER AVE	EDWARDS RD to WISTERIA AVE	505	9,200	2024	750	590	D	0.79	518	D	0.69
OLEANDER AVE	WISTERIA AVE to GARDENIA AVE	505	9,200	2024	540	590	F	1.09	518	D	0.96

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2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
OLEANDER AVE	GARDENIA AVE to VIRGINIA AVE	505	9,200	2024	790	590	D	0.75	518	D	0.66
OLEANDER AVE	VIRGINIA AVE to SUNRISE BLVD	503	4,768	2023	600	268	C	0.45	277	C	0.46
ORANGE AVE	OKEECHOBEE C.L. to SNEED RD	144	5,337	2021	670	312	C	0.47	297	C	0.44
ORANGE AVE	SNEED RD to HEADER CANAL RD	144	5,337	2021	670	312	C	0.47	297	C	0.44
ORANGE AVE	HEADER CANAL RD to SHINN RD	144	5,337	2021	670	312	C	0.47	297	C	0.44
ORANGE AVE	SHINN RD to CAMPBELL RD	940144	3,090	2023	1,070	147	B	0.14	147	B	0.14
ORANGE AVE	CAMPBELL RD to KINGS HWY	940144	3,090	2023	1,070	147	B	0.14	147	B	0.14
ORANGE AVE	KINGS HWY to I-95	940041	17,555	2023							
ORANGE AVE	I-95 to JENKINS RD	940035	15,314	2023							
ORANGE AVE	JENKINS RD to HARTMAN RD	940028	17,481	2023							
ORANGE AVE	HARTMAN RD to ANGLE RD	940028	17,481	2023							
ORANGE AVE	ANGLE RD to 25TH ST	940151	9,247	2013							
ORANGE AVE	25TH ST to 17TH ST	945040	13,991	2023							
ORANGE AVE	17TH ST to 13TH ST	945040	13,991	2023							
ORANGE AVE	13TH ST to 10TH ST	945040	13,991	2023							
ORANGE AVE	10TH ST to 7TH ST	940155	10,272	2023							
ORANGE AVE	7TH ST to US 1	945134	7,668	2023							
ORANGE AVE	US 1 to 2ND ST	945133	4,253	2023	600	211	C	0.35	211	C	0.35
ORANGE AVE	2ND ST to INDIAN RIVER DR	945133	4,253	2023	750	211	C	0.28	211	C	0.28
PARR DR	PORT ST LUCIE BLVD to DARWIN BLVD	209	2,040	2022	700	158	C	0.23	136	C	0.19
PARR DR	DARWIN BLVD to TULIP BLVD	723	1,928	2023	540	169	C	0.31	128	C	0.24
PARR DR	SAVONA BLVD to PORT ST LUCIE BLVD	209	2,040	2022	700	158	C	0.23	136	C	0.19
PARR DR	ROSSER BLVD to SAVONA BLVD	209	2,040	2022	630	158	C	0.25	136	C	0.22
PEACOCK BLVD	CALIFORNIA BLVD to CASHMERE BLVD	693	5,637	2021	630	357	C	0.57	396	C	0.63
PEACOCK BLVD	UNIVERSITY BLVD to CALIFORNIA BLVD	694	10,500	2024	920	756	C	0.82	758	C	0.82
PEACOCK BLVD	ST LUCIE WEST BLVD to UNIVERSITY BLVD	948514	14,858	2023	2,100	689	C	0.33	689	C	0.33
PETERSON RD	BENT CREEK DR to HARTMAN RD	695	2,114	2022	540	157	C	0.29	145	C	0.27
PICOS RD	CAMPBELL RD to KINGS HWY	696	1,211	2023	540	81	C	0.15	81	C	0.15
PORT ST LUCIE BLVD	MARTIN C.L. to BECKER RD	948519	17,264	2023	920	801	C	0.87	801	C	0.87
PORT ST LUCIE BLVD	BECKER RD to PAAR DR	948519	17,264	2023	920	801	C	0.87	801	C	0.87
PORT ST LUCIE BLVD	PAAR DR to TULIP BLVD	948519	17,264	2023	700	801	F	1.14	801	F	1.14
PORT ST LUCIE BLVD	TULIP BLVD to DARWIN BLVD	948519	17,264	2023	920	801	C	0.87	801	C	0.87

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Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
VIRGINIA AVE	35TH ST to 25TH ST	940032	23,450	2023							
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	22,526	2023							
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	22,526	2023							
VIRGINIA AVE	25TH ST to 13TH ST	940033	21,782	2023							
VIRGINIA AVE	13TH ST to 11TH ST	940794	23,667	2023							
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	23,667	2023							
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	20,380	2023							
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,402	2023							
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,402	2023							
WALTON RD	US 1 to VILLAGE GREEN DR	330	10,000	2024	1,710	581	C	0.34	589	C	0.34
WALTON RD	VILLAGE GREEN DR to LENNARD RD	328	17,500	2024	1,710	957	D	0.56	1,057	D	0.62
WALTON RD	LENNARD RD to GREEN RIVER PKWY	326	12,000	2024	880	747	C	0.85	757	C	0.86
WALTON RD	GREEN RIVER PKWY to INDIAN RIVER DR	324	6,014	2022	630	386	C	0.61	366	C	0.58
WEATHERBEE RD	OLEANDER AVE to US 1	721	3,164	2023	750	198	C	0.26	180	C	0.24
WEATHERBEE RD	US 1 to MIDWAY RD	158	5,987	2023	750	379	D	0.51	379	D	0.51
WESTCLIFFE LN	TREMONTE AVE to VILLAGE PKWY	722	6,219	2023	1,470	457	C	0.31	419	C	0.29
WESTMORELAND BLVD	MORNINGSIDE BLVD to PORT ST LUCIE BLVD	339	14,645	2023	920	784	C	0.85	884	D	0.96
WESTMORELAND BLVD	MARTIN C.L. to MORNINGSIDE BLVD	245	9,076	2022	920	477	C	0.52	522	C	0.57

B-7

Countywide Performance

Weighted V/C = **64.29**

% VMT below Standard = **77.98%**

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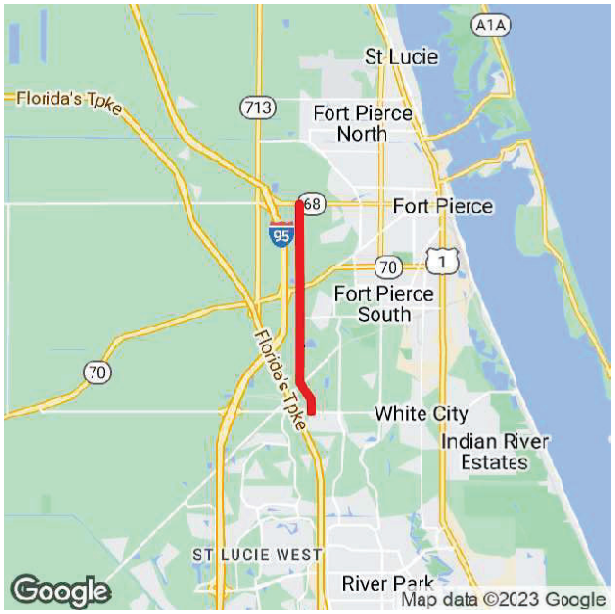
JENKINS RD FROM MIDWAY RD TO ORANGE AVE
4463311 Non-SIS



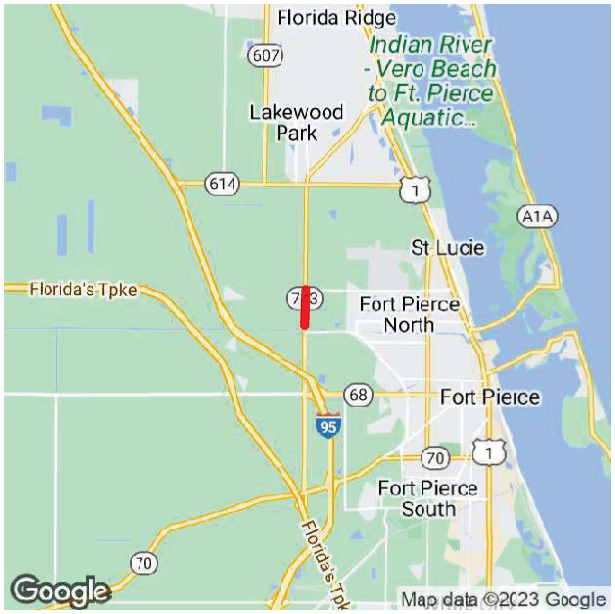
Project Description: PD&E/EMO STUDY
Extra Description: 2024 TPO PRIORITY #6 LFA WITH ST. LUCIE COUNTY R/W IS NEEDED 22-02 WIRE TRANSFER RECEIVED 11/13/23 $1M ST. LUCIE COUNTY
Lead Agency: MANAGED BY FDOT
From: MIDWAY RD
County: ST. LUCIE
To: ORANGE AVE
Length: 5.104
Phase Group: P D & E

Phase	Fund Code	2025	2026	2027	2028	2029	Total
PDE	ACSU	811,624	0	0	0	0	811,624
PDE	SU	828,376	0	0	0	0	828,376
		1,640,000					**1,640,000**

Prior Year Cost: 5,182,865
Future Year Cost: 0
Total Project Cost: 6,822,865
LRTP: Page 8-3

B-8

KINGS HWY FROM NORTH OF COMMERCIAL CIRCLE TO NORTH OF ST LUCIE BLVD
4383792 Non-SIS

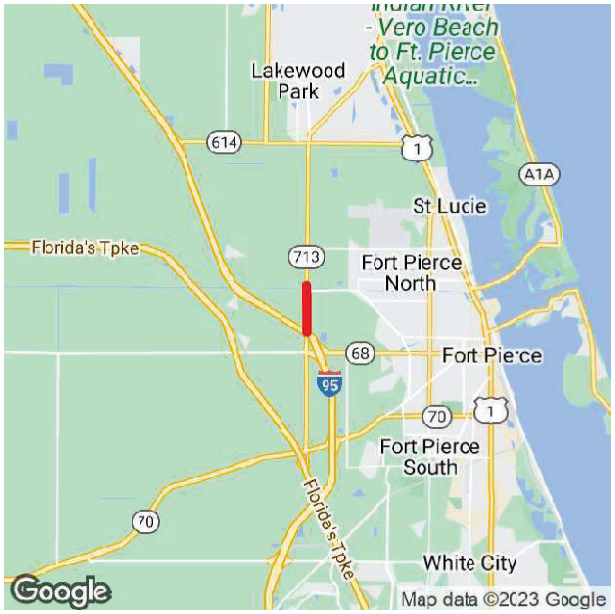


Project Description: ADD LANES & RECONSTRUCT
Extra Description: 2017 TPO PRIORITY #4 WIDENING FROM 2 TO 4 LANES; PD&E UNDER 230256-5 G/W 438379-5
Lead Agency: MANAGED BY FDOT
From: NORTH OF COMMERCIAL CIRCLE
County: ST. LUCIE
To: NORTH OF ST LUCIE BLVD
Length: 1.21
Phase Group: PRELIMINARY ENGINEERING, RIGHT OF WAY, ENVIRONMENTAL

Phase	Fund Code	2025	2026	2027	2028	2029	Total
ROW	CM	0	380,000	0	0	0	380,000
ROW	DDR	0	4,432,414	0	0	0	4,432,414
ROW	SA	2,805,455	0	0	0	0	2,805,455
ROW	SU	1,000,000	0	0	0	0	1,000,000
		3,805,455	**4,812,414**				**8,617,869**

Prior Year Cost: 21,404,740
Future Year Cost: 0
Total Project Cost: 67,751,867
LRTP: Page 8-2

KINGS HWY FROM NORTH OF I-95 OVERPASS TO NORTH OF COMMERCIAL CIRCLE
4492911 Non-SIS



Project Description: LANDSCAPING
Extra Description: STANDALONE LANDSCAPE
Lead Agency: MANAGED BY FDOT
From: NORTH OF I-95 OVERPASS
County: ST. LUCIE
To: NORTH OF COMMERCIAL CIRCLE
Length: 1.4
Phase Group: PRELIMINARY ENGINEERING, CONSTRUCTION

Phase	Fund Code	2025	2026	2027	2028	2029	Total
PE	DDR	0	141,293	0	0	0	141,293
PE	DIH	0	11,303	0	0	0	11,303
CST	DDR	0	0	0	890,792	0	890,792
CST	DIH	0	0	0	33,484	0	33,484
			152,596		**924,276**		**1,076,872**

Prior Year Cost: 0
Future Year Cost: 0
Total Project Cost: 1,076,872
LRTP: Page 8-2

ST. LUCIE COUNTY PLANNED ROADWAY WIDENING PROJECTS (FY21-FY25)
PROGRAMMED ROAD IMPACT FEE REVENUE

PLANNED CAPACITY IMPROVEMENT PROJECTS FUNDED BY IMPACT FEES (FY2021-FY2031)													
ID #	PLANNED ROADWAY PROJECTS (2021-2031)	FY2021	FY2022	FY2023	FY2024	FY2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Out Year Costs
1	**Midway Road Widening Phase 1 (Selvitz Road to Jenkins Road)***												
	Design Phase	500,000											
	Construction Funds			28,000,000									
2	**Midway Road Widening Phase 2 (Jenkins Road to Glades Cut-off Road)***												
	Includes Turnpike Interchange												
	PD&E Re-Evaluation for Interchange (Design)		1,500,000										
	Design Phase		2,000,000										
	Right of Way Phase												
	Construction Phase						2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	50,000,000
3	**Jenkins Road Extension South (Midway Road to Glades Cut-off Road)**												
	Design Phase	2,000,000											
	Right of Way Phase		3,500,000										
	Construction Phase				12,000,000								-
4	**Jenkins Road Widening (Glades Cut-off Road to Orange Ave.)***												
	Trip Grant Obligation - PD &E Phase			375,000	1,000,000								
	Design Phase								5,000,000				
	Right of Way Phase									6,000,000	6,000,000		
	Construction Phase											45,000,000	
5	**Selvitz Road Widening (Edwards Road to Glades Cut-off Road)**												
	Includes Glades Cut-Off Road & Selvitz Intersection												
	Design Phase	2,685,000	1,315,000										
	Right of Way Phase		3,000,000										
	Construction Phase					17,000,000							
6	**Glades Cut-off Road Widening (Selvitz Road to Midway Road)**												
	PD &E Phase** (covers Selvitz Road to Rangeline Road)		4,500,000										
	Design Phase				2,500,000								
	Right of Way Phase						2,000,000	6,000,000	2,000,000				
	Construction Phase												60,100,000
7	**Edwards Road Widening (S. 25th Street to Jenkins Road)**												
	PD &E Phase												
	Design Phase				1,500,000								
	Right of Way Phase					2,000,000							
	Construction Phase						10,000,000						
8	**Glades Cut-off Road Widening (Midway Road to Rangeline)**												
	PD & E Phase												
	Design Phase									2,000,000			
	Right of Way Phase										10,000,000		
	Construction Phase												
9	**Jenkins Road Extension North (Orange Avenue to St. Lucie Boulevard)**							2,000,000					
	PD &E Phase												
	Design Phase									2,000,000	2,000,000		
	Right of Way Phase										10,000,000		10,000,000
	Construction Phase												40,000,000
10	**North County Airport Connector Road (St. Lucie Boulevard to I-95)**												
	PD &E Phase							2,000,000					
	Design Phase										2,000,000		
	Right of Way Phase												10,000,000
	Construction Phase												40,600,000
11	**Lennard Road (Silver Oak Drive to US Hwy 1)**												
	Stormwater Pond Design Phase	350,000											
	Stormwater Pond Construction		2,000,000										
	PD&E Re-evaluation												
12	**Oleander Vision Study (Edwards Road Intersection to Midway Road)**												
	Planning & Design Phase	550,000											
	PLANNED INTERSECTION EXPANSION PROJECTS (2021-2025)												
13	**St. Lucie West Boulevard & Peacock Boulevard Expansion by City of PSL**												
	Matching Funds -Construction Phase 1				500,000								
	Matching Funds - Construction Phase 2							1,000,000					
	PLANNED SIDEWALK PROJECTS (2021-2025)												
	Oleander Ave Sidewalk (S Market Avenue to Edwards Road)*												
	Matching Funds - Design Phase				1,000,000	200,000							
	Bell Avenue Sidewalk (25th Street to Sunrise Blvd.)*												
	Matching Funds - Design Phase		200,000										
	Construction			100,000									
	Walton Road Sidewalk - Lennard Road to Green River Parkway*												
	Matching Funds - Design Phase			200,000									
	Construction				1,000,000								
	Impact Fee Expenditure TOTALS:	**6,085,000**	**18,015,000**	**28,675,000**	**19,500,000**	**19,200,000**	**14,000,000**	**13,000,000**	**9,000,000**	**12,000,000**	**32,000,000**	**47,000,000**	**210,700,000**
	Impact Fee Account Balance		**46,812,314**	**35,497,314**	**13,522,314**	**722,314**	**(11,777,686)**	**(19,077,686)**	**(25,377,686)**	**(27,677,686)**	**(32,977,686)**	**(58,277,686)**	
	Forecasted Impact Fee Revenue**		6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	6,700,000	
	**=Based on estimates from Office of Management and Budget												
	* = Funding amounts reflected in FDOT current 5-year work plan												

CITY OF FORT PIERCE

PLANNING DEPARTMENT

-PROJECT: **VIVA EAST SITE PLAN - 23-07000020**

REVIEWER: **RYAN ALTIZER, SENIOR PLANNER**

DATE: **4/29/2024**

STAFF REPORT

Owner: TEG Mariner Cove, LLC

Applicant: Francarlos Rivera, TEG Developers

Requested Action: Request for review of an application for a Site Plan (Development and Design Review) of a two-hundred and six (206) unit rental community.

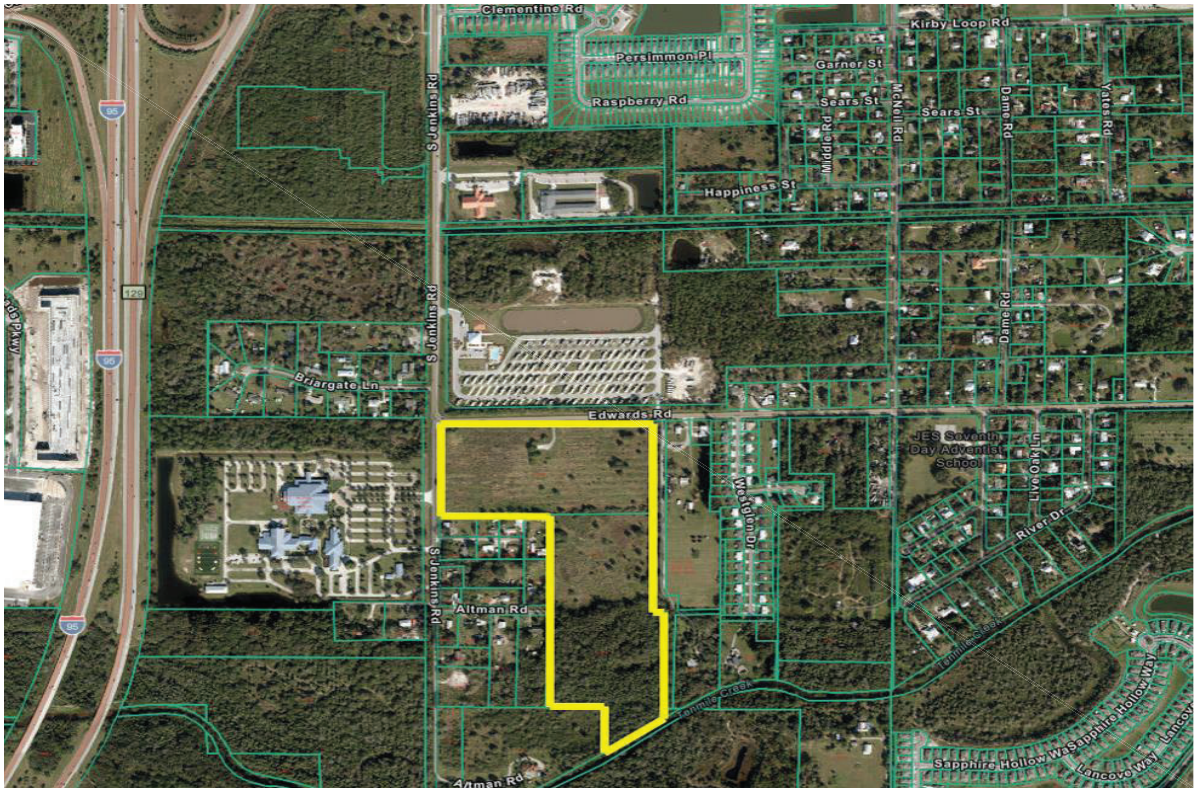
Location: 5315 Edwards Road & 5496 Altman Road

Parcel IDs: 2430-231-0001-000-4 & 2430-234-0001-000-3

Current Zoning: Medium Density Residential, R-4

Future Land Use: Medium Density Residential, RM

Location Map:



c. A dedicated southbound left turn lane on Jenkins Road shall be constructed within six (6) months of the issuance of the 100th certificate of capacity (CO) at Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.

d. Crosswalks at the Edwards Road and Jenkins Road intersection on the south and east legs shall be constructed within six (6) months of the issuance of the final certificate of capacity (CO) of Viva East.

e. Construction of a 6-foot-wide sidewalk from the Viva East Parcel to the Viva West parcel along the west side of Jenkins Road within two (2) years of issued final certificate of capacity (CO) of Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.

8. The intersection of Edwards Road and Jenkins Road shall be signalized within six (6) months of the issuance of the 100th certificate of capacity (CO) at Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.

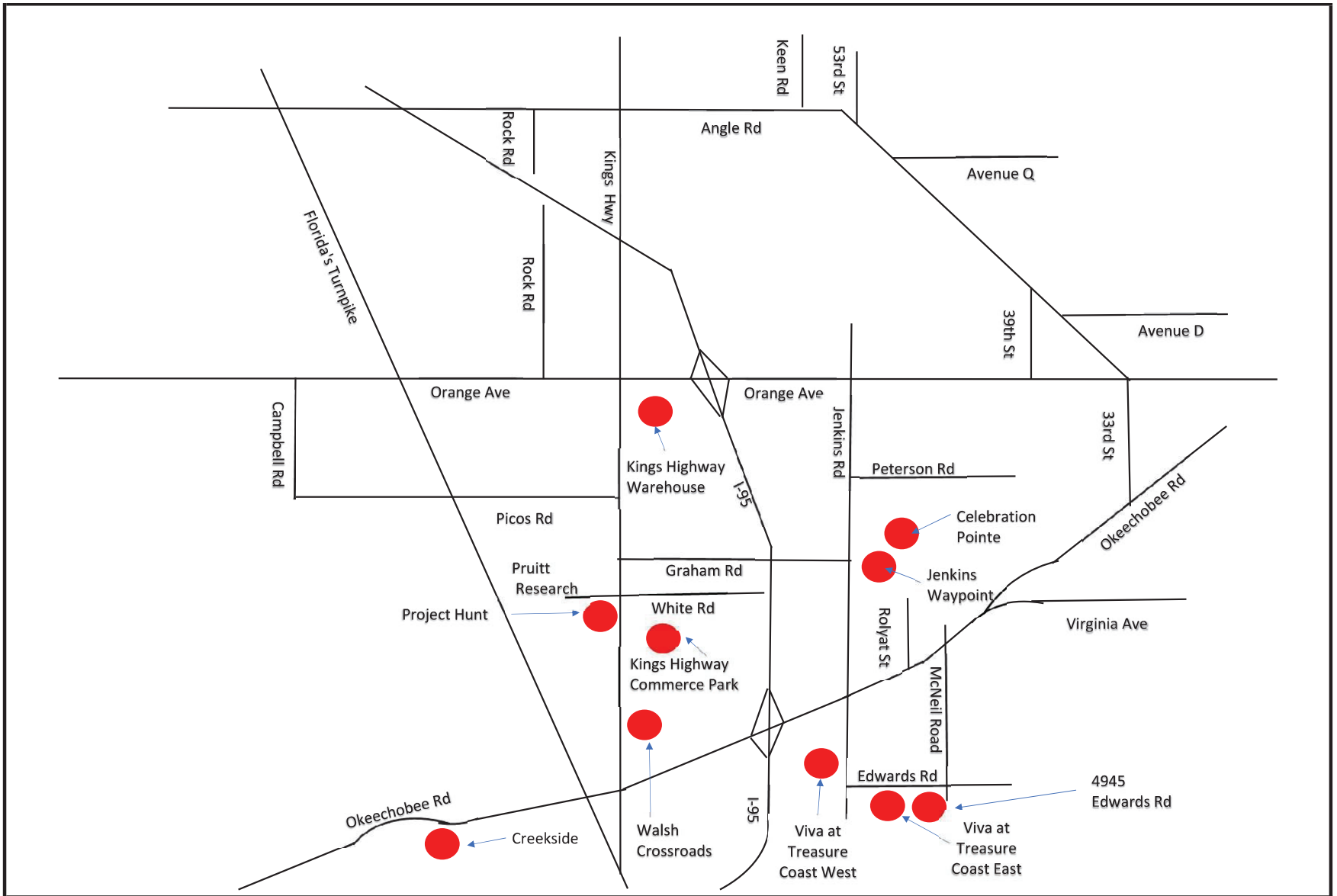
9. A dedicated westbound right hand turn lane on Edwards Road shall be constructed within six (6) months of the issuance of the 100th certificate of capacity (CO) at Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.

10. A dedicated southbound left turn lane on Jenkins Road shall be constructed within six (6) months of the issuance of the 100th certificate of capacity (CO) at Viva East or the 100th certificate of capacity (CO) at Viva West which is stated to share amenities between developments, whichever occurs first.

11. The City agrees to obligate the City's share of the collected County roadway impact fees 64% (including 4% for administration of the collection) of all funds collected to fund construction of the improvements. In addition, the City shall obligate transportation impact fees up to the amount due by the development based on the City's current transportation impact fee schedule towards the improvements listed in Comment 3. An agreement shall document the contributions and responsibilities from all parties.

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE



NTS

O'ROURKE ENGINEERING & PLANNING

3725 S. East Ocean Blvd Suite 201
Stuart, Fl, 34996

Job Number:

Date: 7.2.2024

Legend

= Project Location

Figure 1

Background Project Location

St. Lucie County

AM APPROVED PROJECTS			Kings Hwy Commerce Park / White Parcel						Creekside						Celebration Pointe @ 25% Complete City of Fort Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	5%	372	28	OUT	21	7	5%	79	6	IN	2	5
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	5%	79	6	OUT	5	2
				5,135	**577**		**In**	**463**		**7,443**	**564**		**In**	**143**		**1,585**	**128**		**In**	**32**
				Daily	**Two-Way**		**Out**	**114**		**Daily**	**Two-Way**		**Out**	**421**		**Daily**	**Two-Way**		**Out**	**96**

AM APPROVED PROJECTS			4945 Edwards Road						Viva at Treasure Coast West						Viva at Treasure Coast East					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	60%	482	32	OUT	24	8	90%	1,348	83	OUT	63	20	90%	1,256	78	OUT	59	19
Edwards Rd.	25th	Jenkins Rd	60%	482	32	IN	8	24	10%	150	9	OUT	7	2	10%	140	9	OUT	7	2
				803	**53**		**In**	**13**		**1,498**	**92**		**In**	**22**		**1,396**	**87**		**In**	**21**
				Daily	**Two-Way**		**Out**	**40**		**Daily**	**Two-Way**		**Out**	**70**		**Daily**	**Two-Way**		**Out**	**66**

AM APPROVED PROJECTS			Project Hunt						Kings Highway Warehouse						Jenkins Waypoint / Resurrection Life					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				956	101		In	84		5,100	683		In	342		3,318	209		In	53
				Daily	Two-Way		Out	17		Daily	Two-Way		Out	341		Daily	Two-Way		Out	156

AM APPROVED PROJECTS			Walsh Crossroads						SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	3,538	0	228	0	169	0	58	0	0	228	0	169	0	58
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	850	0	56	0	26	0	30	0	0	56	0	26	0	30
				184	12		In	7														
				Daily	Two-Way		Out	5														

PM APPROVED PROJECTS			Kings Hwy Commerce Park / White Parcel						Creekside						Celebration Pointe @ 25% Complete City of Fort Pierce					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	5%	372	34	OUT	13	21	5%	79	8	IN	5	3
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	5%	79	8	OUT	3	5
				5,135	**600**		**In**	**142**		**7,443**	**682**		**In**	**426**		**1,585**	**158**		**In**	**101**
				Daily	**Two-Way**		**Out**	**458**		**Daily**	**Two-Way**		**Out**	**256**		**Daily**	**Two-Way**		**Out**	**57**

PM APPROVED PROJECTS			4945 Edwards Road						Viva at Treasure Coast West						Viva at Treasure Coast East					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	60%	482	38	OUT	16	22	90%	1,348	104	OUT	39	66	90%	1,256	98	OUT	36	62
Edwards Rd.	25th	Jenkins Rd	60%	482	38	IN	22	16	10%	150	12	OUT	4	7	10%	140	11	OUT	4	7
				803	**63**		**In**	**37**		**1,498**	**116**		**In**	**73**		**1,396**	**109**		**In**	**69**
				Daily	**Two-Way**		**Out**	**26**		**Daily**	**Two-Way**		**Out**	**43**		**Daily**	**Two-Way**		**Out**	**40**

PM APPROVED PROJECTS			Project Hunt						Kings Highway Warehouse						Jenkins Waypoint / Resurrection Life					
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	0%	0	0	-	0	0	0%	0	0	-	0	0
				956	114		In	29		5,100	674		In	458		3,318	274		In	172
				Daily	Two-Way		Out	85		Daily	Two-Way		Out	216		Daily	Two-Way		Out	102

PM APPROVED PROJECTS			Walsh Crossroads						SUM Daily		SUM 2 Way		SUM Directional N/E		SUM Directional S/W		Two Way		Directional N/E		Directional S/W	
Road Name	From	To	%	Daily	Two-Way Trips	Is N/E In or Out	Directional N/E	Directional S/W	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Residential	Non-Residential	Double Count	Net 2 Way	Double Count	Net	Double Count	Net
Jenkins Rd	Okeechobee	Edwards	0%	0	0	-	0	0	3,538	0	282	0	108	0	174	0	0	282	0	108	0	174
Edwards Rd.	25th	Jenkins Rd	0%	0	0	-	0	0	850	0	68	0	33	0	35	0	0	68	0	33	0	35
				184	21		In	10														
				Daily	Two-Way		Out	11														

Historical Growth Rate Calculation (5 Year)

Segment	From	To	2018 AADT	2023 AADT	5 Year Historical Growth Rate
Edwards Rd	Jenkins Rd	McNeil Rd	10,100	12,200	3.85%
Jenkins Rd	Okeechobee Rd	Edwards Rd	7,500	10,200	6.34%
		Total	17,600	22,400	4.94%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7027 - ON JENKINS RD SOUTH - S. OF OKEECHOBEE RD (COUNTY 133)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	10200 F	N 5000	S 5200	9.00	51.60	7.10
2022	10000 C	N 4900	S 5100	9.00	51.40	5.00
2021	7100 V	N 3600	S 3500	9.00	50.90	7.20
2020	7100 R	N 3600	S 3500	9.00	51.30	31.50
2019	7500 T	N 3800	S 3700	9.00	51.00	7.80
2018	7500 S	N 3800	S 3700	9.00	51.30	16.70
2017	7500 F	N 3800	S 3700	9.00	50.90	16.70
2016	7300 C	N 3700	S 3600	9.00	50.90	16.70
2015	7300 S	N 3800	S 3500	9.00	51.00	41.80
2014	7300 F	N 3800	S 3500	9.00	50.80	49.50
2013	7300 C	N 3800	S 3500	9.00	50.80	11.90
2012	6400 F	N 3200	S 3200	9.00	56.80	7.10
2011	6400 C	N 3200	S 3200	9.00	57.20	16.40
2010	6500 F	N 3200	S 3300	10.32	55.40	16.40
2009	6500 C	N 3200	S 3300	10.27	57.35	16.40

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7056 - EDWARDS RD - W. OF SELVITZ RD (COUNTY 174)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	12200 F	E 6100	W 6100	9.00	51.60	7.10
2022	11800 C	E 5900	W 5900	9.00	51.40	5.00
2021	9500 V	E 4700	W 4800	9.00	50.90	7.20
2020	9700 R	E 4800	W 4900	9.00	51.30	31.50
2019	10100 T	E 5000	W 5100	9.00	51.00	7.80
2018	10100 S	E 5000	W 5100	9.00	51.30	5.80
2017	10100 F	E 5000	W 5100	9.00	50.90	10.00
2016	9900 C	E 4900	W 5000	9.00	50.90	6.20
2015	10000 V	E 5000	W 5000	9.00	51.00	41.80
2014	10000 R	E 5000	W 5000	9.00	50.80	49.50
2013	10000 T	E 5000	W 5000	9.00	50.80	11.90
2012	10000 S	E 5000	W 5000	9.00	56.80	9.20
2011	10200 F	E 5100	W 5100	9.00	57.20	9.20
2010	10200 C	E 5100	W 5100	10.32	55.40	9.20
2009	8800 F	E 4500	W 4300	10.27	57.35	17.50
2008	9000 C	E 4600	W 4400	10.45	58.06	17.50

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

COUNTY: 94
STATION: 7027
DESCRIPTION: ON JENKINS RD SOUTH - S. OF OKEECHOBEE RD (COUNTY
START DATE: 01/26/2022
START TIME: 0000

TIME	DIRECTION: N 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: S 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	10	6	8	10	34	5	16	9	9	40	74
0100	5	8	3	6	22	7	4	10	5	26	48
0200	9	8	8	10	35	10	12	4	6	32	67
0300	4	3	7	22	36	5	2	12	6	25	61
0400	10	17	9	31	67	9	12	16	17	54	121
0500	17	28	40	64	149	15	21	34	30	101	250
0600	76	76	85	91	328	42	60	63	91	256	584
0700	86	101	99	138	424	102	89	103	125	419	843
0800	131	113	122	82	448	90	90	94	90	364	812
0900	88	99	105	80	372	80	79	83	87	329	701
1000	79	69	64	61	273	75	87	66	90	319	592
1100	74	80	82	73	309	73	90	79	83	330	639
1200	94	62	72	96	324	74	74	98	64	310	634
1300	56	98	84	75	313	84	87	95	80	346	659
1400	81	80	75	63	299	83	81	77	87	333	632
1500	70	76	95	92	333	90	93	100	96	379	712
1600	80	83	104	105	372	125	127	127	109	489	861
1700	116	104	114	73	407	129	120	104	80	433	840
1800	80	58	58	40	236	78	101	70	73	322	558
1900	61	28	35	22	146	49	42	40	27	158	304
2000	23	38	30	27	118	33	31	18	22	104	222
2100	32	25	19	11	87	22	30	26	20	98	185
2200	14	13	7	10	44	15	16	15	12	59	103
2300	10	4	7	6	27	10	13	14	21	58	85
24-HOUR TOTALS:					5203					5384	10587

PEAK VOLUME INFORMATION

	DIRECTION: N HOUR	VOLUME	DIRECTION: S HOUR	VOLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	745	504	700	419	745	903
P.M.	1645	439	1615	492	1630	914
DAILY	745	504	1615	492	1630	914

AM = NB Peak

↑ 0.51 ↓ 0.49

PM = SB Peak

↑ 0.43 ↓ 0.57

GENERATED BY SPS 5.0.57P

COUNTY: 94
STATION: 7056
DESCRIPTION: EDWARDS RD - W. OF SELVITZ RD (COUNTY 174)
START DATE: 01/26/2022
START TIME: 0000

TIME	DIRECTION: E 1ST	2ND	3RD	4TH	TOTAL	DIRECTION: W 1ST	2ND	3RD	4TH	TOTAL	COMBINED TOTAL
0000	13	11	8	8	40	10	12	4	11	37	77
0100	9	6	5	9	29	4	8	4	12	28	57
0200	9	13	7	8	37	8	10	6	11	35	72
0300	5	3	9	12	29	4	7	11	20	42	71
0400	6	13	20	19	58	9	23	10	35	77	135
0500	22	26	38	42	128	14	31	39	68	152	280
0600	51	68	73	94	286	77	75	83	90	325	611
0700	119	107	113	111	450	93	116	134	123	466	916
0800	114	114	104	119	451	100	113	111	96	420	871
0900	89	94	89	108	380	108	118	120	105	451	831
1000	85	87	89	103	364	92	96	79	81	348	712
1100	85	115	99	85	384	96	90	95	91	372	756
1200	92	89	100	86	367	106	80	96	105	387	754
1300	93	113	105	97	408	74	111	91	96	372	780
1400	94	91	94	100	379	97	108	102	89	396	775
1500	120	123	126	105	474	109	107	130	106	452	926
1600	136	142	119	152	549	114	106	143	136	499	1048
1700	149	129	124	103	505	138	123	115	97	473	978
1800	90	106	82	62	340	88	72	75	56	291	631
1900	59	50	54	30	193	82	45	46	34	207	400
2000	47	45	20	29	141	36	44	29	37	146	287
2100	32	32	34	21	119	40	31	30	22	123	242
2200	21	19	14	17	71	17	23	11	14	65	136
2300	13	19	18	19	69	10	7	11	8	36	105
24-HOUR TOTALS:					6251					6200	12451

AM = WB Peak
← 0.51
→ 0.49

PM = EB Peak
← 0.48
→ 0.52

PEAK VOLUME INFORMATION

	DIRECTION: E HOUR	VOLUME	DIRECTION: W HOUR	VCLUME	COMBINED DIRECTIONS HOUR	VOLUME
A.M.	730	452	715	473	730	922
P.M.	1615	562	1630	540	1630	1089
DAILY	1615	562	1630	540	1630	1089

GENERATED BY SPS 5.0.57P

APPENDIX D

INTERSECTION ANALYSIS

DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Okeechobbe Rd
St. Lucie County, Fl

File Name : Jenkins at Okee
Site Code : 00000001
Start Date : 5/06/2025
Page No : 1

Groups Printed- Automobiles - Commercial

	Jenkins Rd Southbound				Okeechobee Rd Westbound				Jenkins Rd Northbound				Okeechobee Rd 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	9	20	12	41	14	142	10	166	58	13	11	82	18	304	25	347	636
07:15 AM	12	26	20	58	16	165	13	194	69	18	19	106	21	330	24	375	733
07:30 AM	19	34	25	78	20	194	22	236	80	22	19	121	20	328	51	399	834
07:45 AM	19	43	36	98	24	237	23	284	96	26	21	143	23	354	63	440	965
Total	59	123	93	275	74	738	68	880	303	79	70	452	82	1316	163	1561	3168
08:00 AM	21	35	44	100	36	232	22	290	88	20	22	130	19	346	57	422	942
08:15 AM	24	28	37	89	13	158	24	195	66	20	22	108	19	273	62	354	746
08:30 AM	20	17	35	72	17	132	30	179	98	19	21	138	19	279	66	364	753
08:45 AM	25	25	31	81	17	160	32	209	85	17	17	119	22	251	53	326	735
Total	90	105	147	342	83	682	108	873	337	76	82	495	79	1149	238	1466	3176
04:00 PM	30	30	23	83	21	257	23	301	69	22	11	102	18	236	37	291	777
04:15 PM	35	39	22	96	19	283	25	327	70	25	12	107	26	270	46	342	872
04:30 PM	42	43	30	115	25	350	35	410	79	21	15	115	36	273	53	362	1002
04:45 PM	52	45	46	143	36	252	44	332	82	25	23	130	34	285	80	399	1004
Total	159	157	121	437	101	1142	127	1370	300	93	61	454	114	1064	216	1394	3655
05:00 PM	45	33	37	115	30	346	35	411	62	27	22	111	28	322	68	418	1055
05:15 PM	35	26	28	89	23	303	44	370	95	21	18	134	27	263	81	371	964
05:30 PM	31	34	35	100	21	239	36	296	61	19	14	94	40	242	69	351	841
05:45 PM	35	27	29	91	18	209	28	255	71	19	17	107	28	223	45	296	749
Total	146	120	129	395	92	1097	143	1332	289	86	71	446	123	1050	263	1436	3609
Grand Total	454	505	490	1449	350	3659	446	4455	1229	334	284	1847	398	4579	880	5857	13608
Apprch %	31.3	34.9	33.8		7.9	82.1	10		66.5	18.1	15.4		6.8	78.2	15		
Total %	3.3	3.7	3.6	10.6	2.6	26.9	3.3	32.7	9	2.5	2.1	13.6	2.9	33.6	6.5	43	
Automobiles	432	481	449	1362	329	3522	398	4249	1170	300	255	1725	360	4480	841	5681	13017
% Automobiles	95.2	95.2	91.6	94	94	96.3	89.2	95.4	95.2	89.8	89.8	93.4	90.5	97.8	95.6	97	95.7
Commercial	22	24	41	87	21	137	48	206	59	34	29	122	38	99	39	176	591
% Commercial	4.8	4.8	8.4	6	6	3.7	10.8	4.6	4.8	10.2	10.2	6.6	9.5	2.2	4.4	3	4.3

DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Okeechobbe Rd
St. Lucie County, Fl

File Name : Jenkins at Okee
Site Code : 00000001
Start Date : 5/06/2025
Page No : 2

	Jenkins Rd Southbound				Okeechobee Rd Westbound				Jenkins Rd Northbound				Okeechobee Rd 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
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:30 AM																	
07:30 AM	19	34	25	78	20	194	22	236	80	22	19	121	20	328	51	399	834
07:45 AM	19	43	36	98	24	237	23	284	96	26	21	143	23	354	63	440	965
08:00 AM	21	35	44	100	36	232	22	290	88	20	22	130	19	346	57	422	942
08:15 AM	24	28	37	89	13	158	24	195	66	20	22	108	19	273	62	354	746
Total Volume	83	140	142	365	93	821	91	1005	330	88	84	502	81	1301	233	1615	3487
% App. Total	22.7	38.4	38.9		9.3	81.7	9.1		65.7	17.5	16.7		5	80.6	14.4		
PHF	.865	.814	.807	.913	.646	.866	.948	.866	.859	.846	.955	.878	.880	.919	.925	.918	.903
Automobiles	78	135	136	349	88	757	71	916	317	77	77	471	75	1286	229	1590	3326
% Automobiles	94.0	96.4	95.8	95.6	94.6	92.2	78.0	91.1	96.1	87.5	91.7	93.8	92.6	98.8	98.3	98.5	95.4
Commercial	5	5	6	16	5	64	20	89	13	11	7	31	6	15	4	25	161
% Commercial	6.0	3.6	4.2	4.4	5.4	7.8	22.0	8.9	3.9	12.5	8.3	6.2	7.4	1.2	1.7	1.5	4.6

DE TRAFFIC

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Jenkins Rd at Okeechobbe Rd
St. Lucie County, Fl

File Name : Jenkins at Okee
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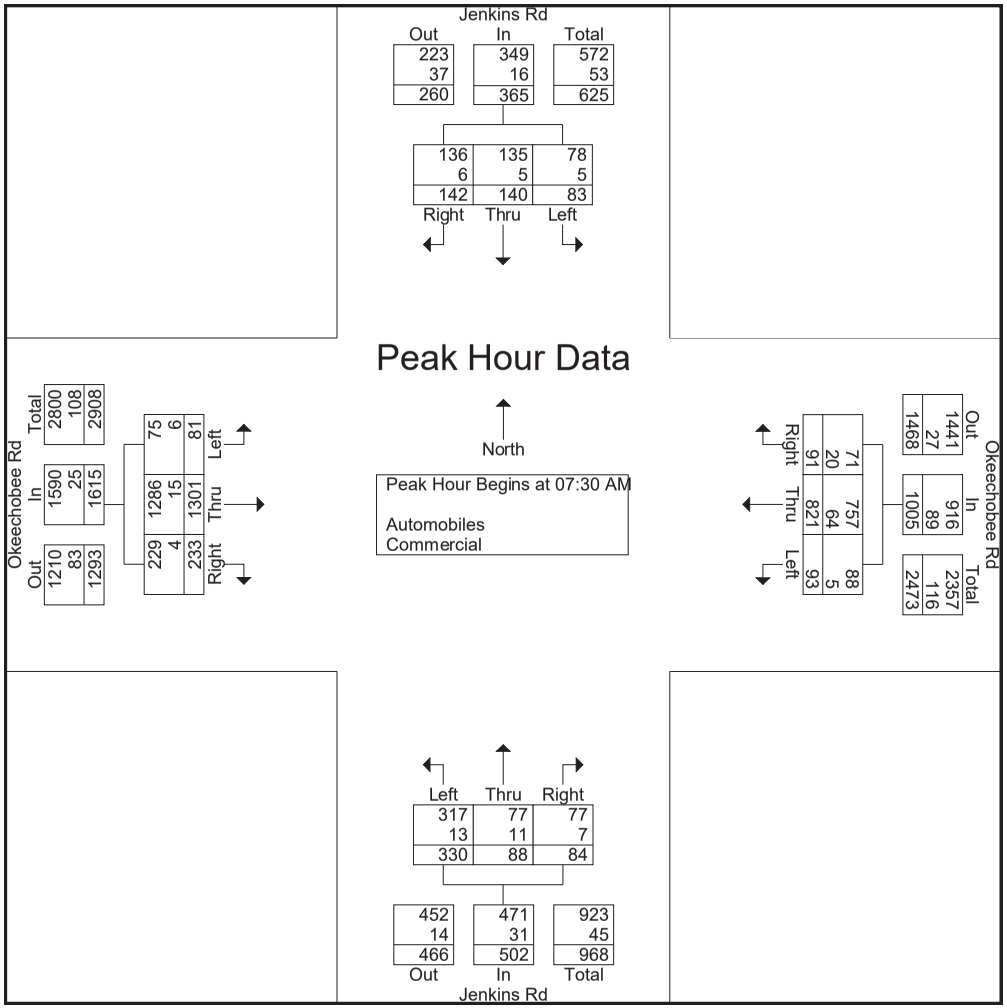
Start Date : 5/06/2025
Page No : 3



DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Okeechobbe Rd
St. Lucie County, Fl

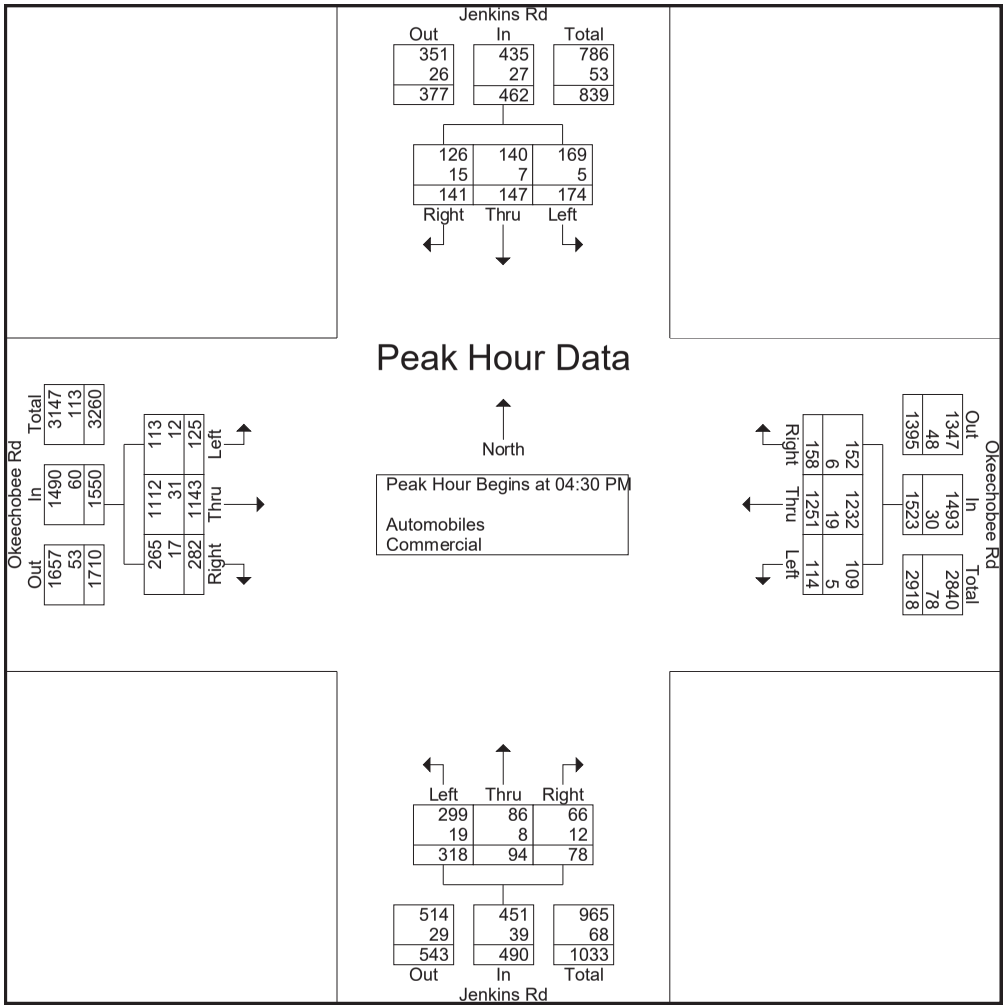
File Name : Jenkins at Okee
Site Code : 00000001
Start Date : 5/06/2025
Page No : 4

	Jenkins Rd Southbound				Okeechobee Rd Westbound				Jenkins Rd Northbound				Okeechobee Rd 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
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	42	43	30	115	25	350	35	410	79	21	15	115	36	273	53	362	1002
04:45 PM	52	45	46	143	36	252	44	332	82	25	23	130	34	285	80	399	1004
05:00 PM	45	33	37	115	30	346	35	411	62	27	22	111	28	322	68	418	1055
05:15 PM	35	26	28	89	23	303	44	370	95	21	18	134	27	263	81	371	964
Total Volume	174	147	141	462	114	1251	158	1523	318	94	78	490	125	1143	282	1550	4025
% App. Total	37.7	31.8	30.5		7.5	82.1	10.4		64.9	19.2	15.9		8.1	73.7	18.2		
PHF	.837	.817	.766	.808	.792	.894	.898	.926	.837	.870	.848	.914	.868	.887	.870	.927	.954
Automobiles	169	140	126	435	109	1232	152	1493	299	86	66	451	113	1112	265	1490	3869
% Automobiles	97.1	95.2	89.4	94.2	95.6	98.5	96.2	98.0	94.0	91.5	84.6	92.0	90.4	97.3	94.0	96.1	96.1
Commercial	5	7	15	27	5	19	6	30	19	8	12	39	12	31	17	60	156
% Commercial	2.9	4.8	10.6	5.8	4.4	1.5	3.8	2.0	6.0	8.5	15.4	8.0	9.6	2.7	6.0	3.9	3.9

DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Okeechobbe Rd
St. Lucie County, Fl

File Name : Jenkins at Okee
Site Code : 00000001
Start Date : 5/06/2025
Page No : 5



DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Okeechobbe Rd
St. Lucie County, Fl

File Name : Jenkins at Okee
Site Code : 00000001
Start Date : 5/06/2025
Page No : 6

Groups Printed- Peds

	Jenkins Rd Southbound					Okeechobee Rd Westbound					Jenkins Rd Northbound					Okeechobee Rd Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
07:30 AM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
04:45 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	2
Total	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	2
05:00 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	2
05:15 PM	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	0	0	0	1	1	3
Grand Total	0	0	0	0	0	0	0	0	4	4	0	0	0	0	0	0	0	0	2	2	6
Apprch %	0	0	0	0		0	0	0	100		0	0	0	0		0	0	0	100		
Total %	0	0	0	0	0	0	0	0	66.7	66.7	0	0	0	0	0	0	0	0	33.3	33.3	

DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Edward Rd
St. Lucie County, Fl

File Name : Jenkins at Edwards
Site Code : 00000002
Start Date : 5/6/2025
Page No : 1

Groups Printed- Autmobiles - Commercial

	Jenkins Rd Southbound				Edward Rd Westbound				Jenkins Rd Northbound				N/A 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	59	2	0	61	1	0	93	94	0	2	1	3	0	0	0	0	158
07:15 AM	79	3	0	82	4	0	79	83	0	5	3	8	0	0	0	0	173
07:30 AM	91	4	0	95	1	0	90	91	0	4	0	4	0	0	0	0	190
07:45 AM	118	2	0	120	2	0	128	130	0	5	2	7	0	0	0	0	257
Total	347	11	0	358	8	0	390	398	0	16	6	22	0	0	0	0	778
08:00 AM	116	3	0	119	1	0	117	118	0	4	1	5	0	0	0	0	242
08:15 AM	84	5	0	89	3	0	114	117	0	6	2	8	0	0	0	0	214
08:30 AM	79	5	0	84	1	0	155	156	0	4	1	5	0	0	0	0	245
08:45 AM	80	4	0	84	2	0	135	137	0	3	2	5	0	0	0	0	226
Total	359	17	0	376	7	0	521	528	0	17	6	23	0	0	0	0	927
04:00 PM	84	6	0	90	6	0	110	116	0	4	3	7	0	0	0	0	213
04:15 PM	97	4	0	101	4	0	106	110	0	8	2	10	0	0	0	0	221
04:30 PM	136	8	0	144	5	0	102	107	0	9	4	13	0	0	0	0	264
04:45 PM	147	4	0	151	3	0	86	89	0	11	2	13	0	0	0	0	253
Total	464	22	0	486	18	0	404	422	0	32	11	43	0	0	0	0	951
05:00 PM	119	5	0	124	6	0	119	125	0	8	1	9	0	0	0	0	258
05:15 PM	111	6	0	117	4	0	129	133	0	7	2	9	0	0	0	0	259
05:30 PM	110	4	0	114	5	0	111	116	0	9	0	9	0	0	0	0	239
05:45 PM	103	5	0	108	4	0	103	107	0	7	2	9	0	0	0	0	224
Total	443	20	0	463	19	0	462	481	0	31	5	36	0	0	0	0	980
Grand Total	1613	70	0	1683	52	0	1777	1829	0	96	28	124	0	0	0	0	3636
Apprch %	95.8	4.2	0		2.8	0	97.2		0	77.4	22.6		0	0	0		
Total %	44.4	1.9	0	46.3	1.4	0	48.9	50.3	0	2.6	0.8	3.4	0	0	0	0	
Autmobiles	1546	69	0	1615	50	0	1701	1751	0	96	27	123	0	0	0	0	3489
% Autmobiles	95.8	98.6	0	96	96.2	0	95.7	95.7	0	100	96.4	99.2	0	0	0	0	96
Commercial	67	1	0	68	2	0	76	78	0	0	1	1	0	0	0	0	147
% Commercial	4.2	1.4	0	4	3.8	0	4.3	4.3	0	0	3.6	0.8	0	0	0	0	4

DE TRAFFIC

detraffic.com
(386)341-4186
Jenkins Rd at Edward Rd
St. Lucie County, Fl

File Name : Jenkins at Edwards
Site Code : 00000002
Start Date : 5/6/2025
Page No : 2

	Jenkins Rd Southbound				Edward Rd Westbound				Jenkins Rd Northbound				N/A 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
Peak Hour Analysis From 07:00 AM to 08:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:45 AM																	
07:45 AM	118	2	0	120	2	0	128	130	0	5	2	7	0	0	0	0	257
08:00 AM	116	3	0	119	1	0	117	118	0	4	1	5	0	0	0	0	242
08:15 AM	84	5	0	89	3	0	114	117	0	6	2	8	0	0	0	0	214
08:30 AM	79	5	0	84	1	0	155	156	0	4	1	5	0	0	0	0	245
Total Volume	397	15	0	412	7	0	514	521	0	19	6	25	0	0	0	0	958
% App. Total	96.4	3.6	0		1.3	0	98.7		0	76	24		0	0	0		
PHF	.841	.750	.000	.858	.583	.000	.829	.835	.000	.792	.750	.781	.000	.000	.000	.000	.932
Autmobiles	380	14	0	394	7	0	497	504	0	19	6	25	0	0	0	0	923
% Autmobiles	95.7	93.3	0	95.6	100	0	96.7	96.7	0	100	100	100	0	0	0	0	96.3
Commercial	17	1	0	18	0	0	17	17	0	0	0	0	0	0	0	0	35
% Commercial	4.3	6.7	0	4.4	0	0	3.3	3.3	0	0	0	0	0	0	0	0	3.7

DE TRAFFIC

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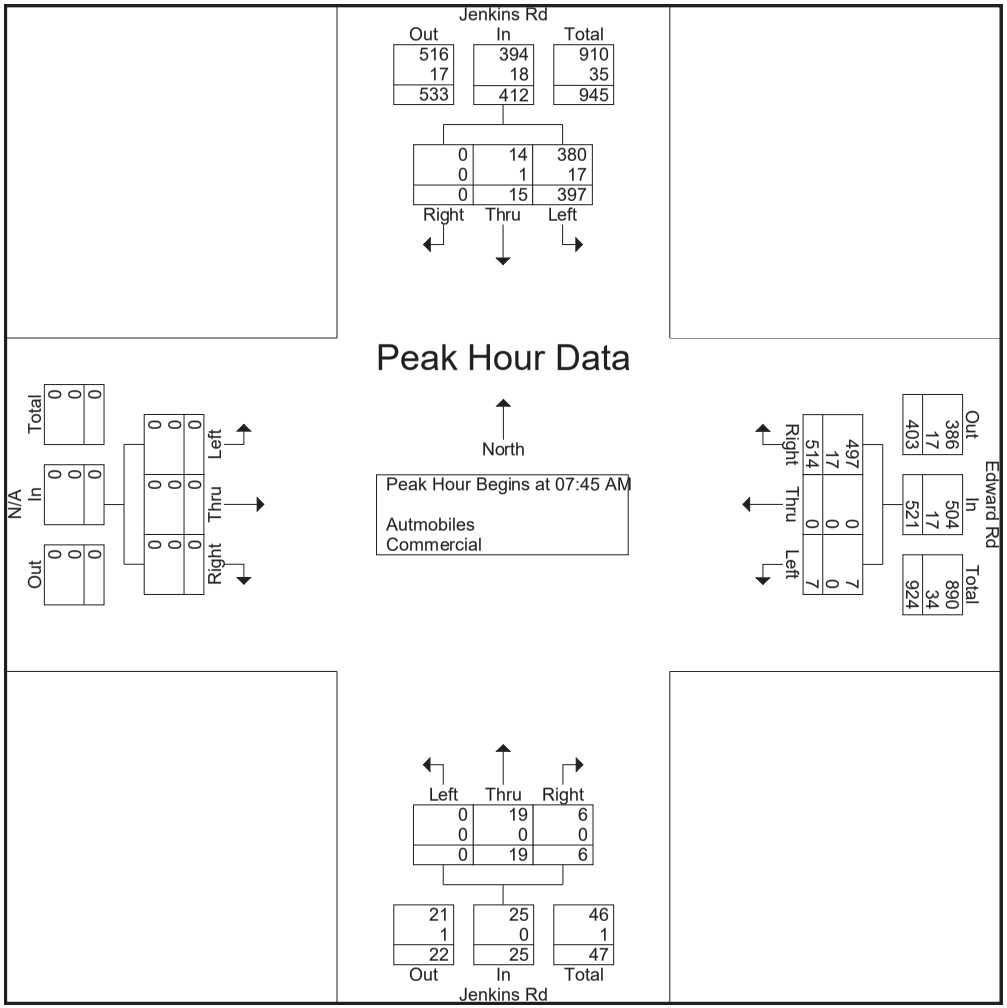
Jenkins Rd at Edward Rd
St. Lucie County, Fl

File Name : Jenkins at Edwards
Site Code : 00000002
Start Date : 5/6/2025
Page No : 3



DE TRAFFIC

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(386)341-4186
Jenkins Rd at Edward Rd
St. Lucie County, Fl

File Name : Jenkins at Edwards
Site Code : 00000002
Start Date : 5/6/2025
Page No : 4

	Jenkins Rd Southbound				Edward Rd Westbound				Jenkins Rd Northbound				N/A 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
Peak Hour Analysis From 04:00 PM to 05:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 04:30 PM																	
04:30 PM	136	8	0	144	5	0	102	107	0	9	4	13	0	0	0	0	264
04:45 PM	147	4	0	151	3	0	86	89	0	11	2	13	0	0	0	0	253
05:00 PM	119	5	0	124	6	0	119	125	0	8	1	9	0	0	0	0	258
05:15 PM	111	6	0	117	4	0	129	133	0	7	2	9	0	0	0	0	259
Total Volume	513	23	0	536	18	0	436	454	0	35	9	44	0	0	0	0	1034
% App. Total	95.7	4.3	0		4	0	96		0	79.5	20.5		0	0	0		
PHF	.872	.719	.000	.887	.750	.000	.845	.853	.000	.795	.563	.846	.000	.000	.000	.000	.979
Autmobiles	495	23	0	518	17	0	416	433	0	35	9	44	0	0	0	0	995
% Autmobiles	96.5	100	0	96.6	94.4	0	95.4	95.4	0	100	100	100	0	0	0	0	96.2
Commercial	18	0	0	18	1	0	20	21	0	0	0	0	0	0	0	0	39
% Commercial	3.5	0	0	3.4	5.6	0	4.6	4.6	0	0	0	0	0	0	0	0	3.8

DE TRAFFIC

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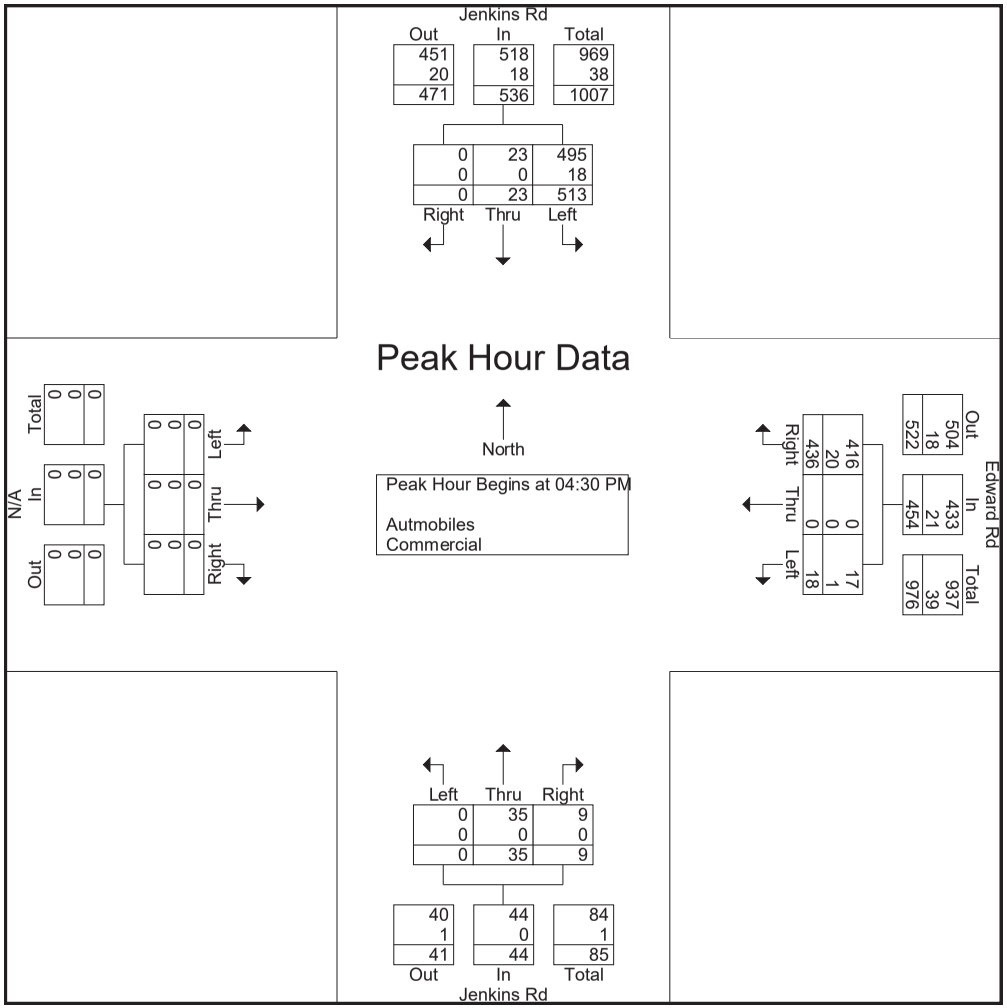

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(386)341-4186
Jenkins Rd at Edward Rd
St. Lucie County, Fl

File Name : Jenkins at Edwards
Site Code : 00000002
Start Date : 5/6/2025
Page No : 6

Groups Printed- Peds

	Jenkins Rd Southbound					Edward Rd Westbound					Jenkins Rd Northbound					N/A Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
Grand Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Apprch %	0	0	0	0		0	0	0	0		0	0	0	0		0	0	0	0		
Total %																					



NB Approach



SB Approach



EB Approach



WB Approach

detraffic	Jenkins Rd at Okeechobee Rd	St. Lucie County
	detraffic.com	Project Number: O25-13 / Sheet Number: 1
	9239 Outlook Rock Trl. Windermere Fl. 34786	



NB Approach



SB Approach



WB Approach

detraffic	Jenkins Rd at Edwards Rd	St. Lucie County
	detraffic.com	Project Number: O25-13 / Sheet Number: 2
	9239 Outlook Rock Trl. Windermere Fl. 34786	

2024 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL

CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.95

WEEK	DATES	SF	PSCF
1	01/01/2024 - 01/06/2024	1.00	1.05
2	01/07/2024 - 01/13/2024	0.99	1.04
3	01/14/2024 - 01/20/2024	0.97	1.02
* 4	01/21/2024 - 01/27/2024	0.96	1.01
* 5	01/28/2024 - 02/03/2024	0.95	1.00
* 6	02/04/2024 - 02/10/2024	0.94	0.99
* 7	02/11/2024 - 02/17/2024	0.93	0.98
* 8	02/18/2024 - 02/24/2024	0.93	0.98
* 9	02/25/2024 - 03/02/2024	0.94	0.99
*10	03/03/2024 - 03/09/2024	0.94	0.99
*11	03/10/2024 - 03/16/2024	0.94	0.99
*12	03/17/2024 - 03/23/2024	0.94	0.99
*13	03/24/2024 - 03/30/2024	0.95	1.00
*14	03/31/2024 - 04/06/2024	0.95	1.00
*15	04/07/2024 - 04/13/2024	0.96	1.01
*16	04/14/2024 - 04/20/2024	0.96	1.01
17	04/21/2024 - 04/27/2024	0.98	1.03
18	04/28/2024 - 05/04/2024	1.00	1.05
19	05/05/2024 - 05/11/2024	1.01	1.06
20	05/12/2024 - 05/18/2024	1.03	1.08
21	05/19/2024 - 05/25/2024	1.04	1.09
22	05/26/2024 - 06/01/2024	1.04	1.09
23	06/02/2024 - 06/08/2024	1.05	1.11
24	06/09/2024 - 06/15/2024	1.05	1.11
25	06/16/2024 - 06/22/2024	1.06	1.12
26	06/23/2024 - 06/29/2024	1.06	1.12
27	06/30/2024 - 07/06/2024	1.07	1.13
28	07/07/2024 - 07/13/2024	1.07	1.13
29	07/14/2024 - 07/20/2024	1.08	1.14
30	07/21/2024 - 07/27/2024	1.07	1.13
31	07/28/2024 - 08/03/2024	1.07	1.13
32	08/04/2024 - 08/10/2024	1.06	1.12
33	08/11/2024 - 08/17/2024	1.05	1.11
34	08/18/2024 - 08/24/2024	1.05	1.11
35	08/25/2024 - 08/31/2024	1.05	1.11
36	09/01/2024 - 09/07/2024	1.05	1.11
37	09/08/2024 - 09/14/2024	1.05	1.11
38	09/15/2024 - 09/21/2024	1.05	1.11
39	09/22/2024 - 09/28/2024	1.04	1.09
40	09/29/2024 - 10/05/2024	1.03	1.08
41	10/06/2024 - 10/12/2024	1.01	1.06
42	10/13/2024 - 10/19/2024	1.00	1.05
43	10/20/2024 - 10/26/2024	1.00	1.05
44	10/27/2024 - 11/02/2024	1.00	1.05
45	11/03/2024 - 11/09/2024	1.00	1.05
46	11/10/2024 - 11/16/2024	1.00	1.05
47	11/17/2024 - 11/23/2024	1.00	1.05
48	11/24/2024 - 11/30/2024	1.00	1.05
49	12/01/2024 - 12/07/2024	1.00	1.05
50	12/08/2024 - 12/14/2024	1.00	1.05
51	12/15/2024 - 12/21/2024	1.00	1.05
52	12/22/2024 - 12/28/2024	0.99	1.04
53	12/29/2024 - 12/31/2024	0.97	1.02

* PEAK SEASON

Fort Pierce, FL

ECONOLITE

MOVING TRAFFIC FORWARD

SR70 & Jenkins Rd - Cobalt [redacted] - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Plan 1 - ""

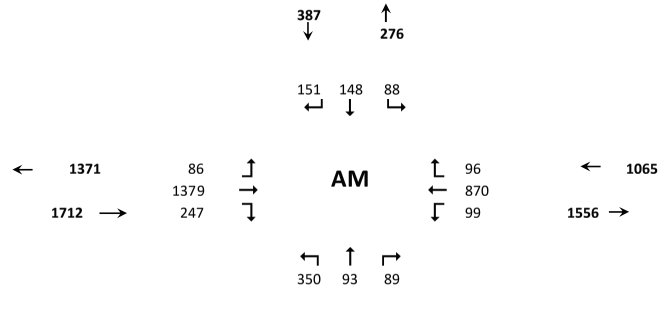
Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	E-L	W-T	SE-L	N-T	W-L	E-T	NW-L	S-T	N	N	N	N	N	N	N	N
Min Green	7	12	7	7	7	12	7	7	0	0	0	0	0	0	0	0
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	5	0	5	0	5	0	0	0	10	0	10	0	10	0	10
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	34	0	47	0	26	0	0	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	3.0	3.0	3.0	8.0	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	25	50	25	25	25	50	25	25	35	35	35	35	35	35	35	35
Max2	25	58	25	25	25	50	25	25	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	4.8	4.8	4.8	4.8	4.8	4.8	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Red Clear	2.5	2.5	2.5	2.5	2.5	2.5	2.5	2.5	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: Jenkins Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2025 Existing

15 Min Period	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
7:00-7:15	58	13	11	9	20	12	18	304	25	14	142	10	636	3168
7:15-7:30	69	18	19	12	26	20	21	330	24	16	165	13	733	3474
7:30-7:45	80	22	19	19	34	25	20	328	51	20	194	22	834	3487
7:45-8:00	96	26	21	19	43	36	23	354	63	24	237	23	965	3406
8:00-8:15	88	20	22	21	35	44	19	346	57	36	232	22	942	3176
8:15-8:30	66	20	22	24	28	37	19	273	62	13	158	24	746	
8:30-8:45	98	19	21	20	17	35	19	279	66	17	132	30	753	
8:45-9:00	85	17	17	25	25	31	22	251	53	17	160	32	735	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	330	88	84	83	140	142	81	1301	233	93	821	91	3487	
Season Factor	350	93	89	88	148	151	86	1379	247	99	870	96	3696	
Growth	350	93	89	88	148	151	86	1379	247	99	870	96	3696	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	40%	0%	90%	0%	0%	0%	90%	90%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	350	93	89	88	148	151	86	1379	247	99	870	96	3696	

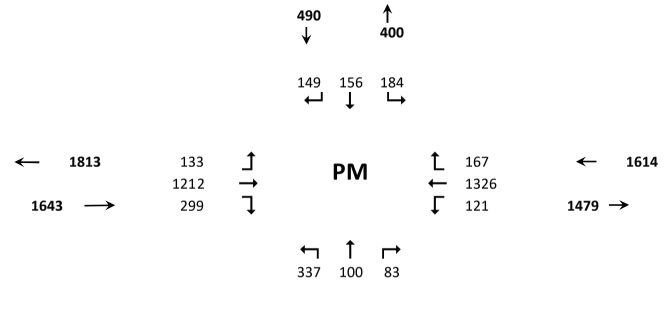


PHF: 0.90
Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 0

Trips In	Trips Out
0	0

N/S STREET: Jenkins Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2025 Existing

15 Min Period lanes	Northbound			Southbound			Eastbound			Westbound				ONE HOUR SUM
	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	
4:00-4:15	69	22	11	30	30	23	18	236	37	21	257	23	777	3655
4:15-4:30	70	25	12	35	39	22	26	270	46	19	283	25	872	3933
4:30-4:45	79	21	15	42	43	30	36	273	53	25	350	35	1002	4025
4:45-5:00	82	25	23	52	45	46	34	285	80	36	252	44	1004	3864
5:00-5:15	62	27	22	45	33	37	28	322	68	30	346	35	1055	3609
5:15-5:30	95	21	18	35	26	28	27	263	81	23	303	44	964	
5:30-5:45	61	19	14	31	34	35	40	242	69	21	239	36	841	
5:45-6:00	71	19	17	35	27	29	28	223	45	18	209	28	749	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	318	94	78	174	147	141	125	1143	282	114	1251	158	4025	
Season Factor	337	100	83	184	156	149	133	1212	299	121	1326	167	4267	
Growth	337	100	83	184	156	149	133	1212	299	121	1326	167	4267	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	40%	0%	90%	0%	0%	0%	90%	90%	0%	0%	0%	
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
Subtotal	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total	337	100	83	184	156	149	133	1212	299	121	1326	167	4267	



PHF: 0.95
Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 0

Trips In	Trips Out
0	0

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	86	1379	247	99	870	96	350	93	89	88	148	151
Future Volume (veh/h)	86	1379	247	99	870	96	350	93	89	88	148	151
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1796	1885	1870	1826	1781	1574	1841	1707	1781	1811	1841	1841
Adj Flow Rate, veh/h	96	1532	0	110	967	107	389	103	99	98	164	168
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	7	1	2	5	8	22	4	13	8	6	4	4
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	192	2676		140	2667	581	462	342	298	193	455	203
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.06	0.41	0.00	0.08	0.44	0.44	0.14	0.21	0.21	0.06	0.13	0.13
Unsig. Movement Delay												
Ln Grp Delay, s/veh	57.4	28.3	0.0	64.1	23.3	21.7	56.8	41.0	41.4	57.4	48.6	60.9
Ln Grp LOS	E	C		E	C	C	E	D	D	E	D	E
Approach Vol, veh/h		1628			1184			591			430	
Approach Delay, s/veh		30.0			27.0			51.5			55.4	
Approach LOS		C			C			D			E	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Case No	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phs Duration (G+Y+Rc), s	14.3	60.0	14.3	32.5	17.0	57.3	23.8	23.1
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green (Gmax), s	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0
Max Allow Headway (MAH), s	3.7	4.8	3.7	5.1	3.7	4.9	3.7	4.4
Max Q Clear (g_c+I1), s	5.4	14.8	5.4	9.1	9.5	24.0	15.5	14.7
Green Ext Time (g_e), s	0.2	7.8	0.2	0.9	0.2	12.0	1.0	1.0
Prob of Phs Call (p_c)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prob of Max Out (p_x)	0.00	0.00	0.00	0.00	0.00	0.00	0.03	0.06

Left-Turn Movement Data								
Assigned Mvmt	1		3		5		7	
Mvmt Sat Flow, veh/h	3319		3346		1739		3401	

Through Movement Data								
Assigned Mvmt		2		4		6		8
Mvmt Sat Flow, veh/h		6128		1642		6485		3497

Right-Turn Movement Data								
Assigned Mvmt		12		14		16		18
Mvmt Sat Flow, veh/h		1334		1430		1585		1560

Left Lane Group Data								
Assigned Mvmt	1	0	3	0	5	0	7	0

Lane Assignment	L (Prot)		L (Prot)		L (Prot)		L (Prot)	
Lanes in Grp	2	0	2	0	1	0	2	0
Grp Vol (v), veh/h	96	0	98	0	110	0	389	0
Grp Sat Flow (s), veh/h/ln	1659	0	1673	0	1739	0	1700	0
Q Serve Time (g_s), s	3.4	0.0	3.4	0.0	7.5	0.0	13.5	0.0
Cycle Q Clear Time (g_c), s	3.4	0.0	3.4	0.0	7.5	0.0	13.5	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	0	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	192	0	193	0	140	0	462	0
V/C Ratio (X)	0.50	0.00	0.51	0.00	0.79	0.00	0.84	0.00
Avail Cap (c_a), veh/h	685	0	690	0	359	0	702	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d1), s/veh	55.4	0.0	55.4	0.0	54.7	0.0	51.1	0.0
Incr Delay (d2), s/veh	2.0	0.0	2.0	0.0	9.4	0.0	5.8	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	57.4	0.0	57.4	0.0	64.1	0.0	56.8	0.0
1st-Term Q (Q1), veh/ln	1.4	0.0	1.4	0.0	3.2	0.0	5.6	0.0
2nd-Term Q (Q2), veh/ln	0.1	0.0	0.1	0.0	0.4	0.0	0.4	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	0.00	1.80	0.00	1.80	0.00	1.67	0.00
%ile Back of Q (95%), veh/ln	2.6	0.0	2.7	0.0	6.4	0.0	10.0	0.0
%ile Storage Ratio (RQ%)	0.10	0.00	0.15	0.00	0.36	0.00	0.68	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment		T		T		T		T
Lanes in Grp	0	4	0	1	0	4	0	2
Grp Vol (v), veh/h	0	967	0	102	0	1532	0	164
Grp Sat Flow (s), veh/h/ln	0	1532	0	1622	0	1621	0	1749
Q Serve Time (g_s), s	0.0	12.8	0.0	6.4	0.0	22.0	0.0	5.2
Cycle Q Clear Time (g_c), s	0.0	12.8	0.0	6.4	0.0	22.0	0.0	5.2
Lane Grp Cap (c), veh/h	0	2667	0	338	0	2676	0	455
V/C Ratio (X)	0.00	0.36	0.00	0.30	0.00	0.57	0.00	0.36
Avail Cap (c_a), veh/h	0	2667	0	338	0	2676	0	722
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	22.9	0.0	40.5	0.0	27.4	0.0	48.1
Incr Delay (d2), s/veh	0.0	0.4	0.0	0.5	0.0	0.9	0.0	0.5
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	23.3	0.0	41.0	0.0	28.3	0.0	48.6
1st-Term Q (Q1), veh/ln	0.0	4.4	0.0	2.5	0.0	8.1	0.0	2.2

2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.0	0.0	0.2	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.77	0.00	1.80	0.00	1.57	0.00	1.80
%ile Back of Q (95%), veh/ln	0.0	8.0	0.0	4.6	0.0	13.0	0.0	4.0
%ile Storage Ratio (RQ%)	0.00	0.19	0.00	0.15	0.00	0.36	0.00	0.13
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment		R		T+R		R		R
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	107	0	100	0	0	0	168
Grp Sat Flow (s), veh/h/ln	0	1334	0	1450	0	1585	0	1560
Q Serve Time (g_s), s	0.0	6.0	0.0	7.1	0.0	0.0	0.0	12.7
Cycle Q Clear Time (g_c), s	0.0	6.0	0.0	7.1	0.0	0.0	0.0	12.7
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	0.00	0.99	0.00	1.00	0.00	1.00
Lane Grp Cap (c), veh/h	0	581	0	302	0	654	0	203
V/C Ratio (X)	0.00	0.18	0.00	0.33	0.00	0.00	0.00	0.83
Avail Cap (c_a), veh/h	0	581	0	302	0	654	0	322
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	21.0	0.0	40.8	0.0	0.0	0.0	51.4
Incr Delay (d2), s/veh	0.0	0.7	0.0	0.6	0.0	0.0	0.0	9.5
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	21.7	0.0	41.4	0.0	0.0	0.0	60.9
1st-Term Q (Q1), veh/ln	0.0	1.8	0.0	2.5	0.0	0.0	0.0	4.8
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.1	0.0	0.0	0.0	0.5
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	0.00	1.80	0.00	1.00	0.00	1.71
%ile Back of Q (95%), veh/ln	0.0	3.4	0.0	4.6	0.0	0.0	0.0	9.2
%ile Storage Ratio (RQ%)	0.00	0.20	0.00	0.15	0.00	0.00	0.00	0.38
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	35.2
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	133	1212	299	121	1326	167	337	100	83	184	156	149
Future Volume (veh/h)	133	1212	299	121	1326	167	337	100	83	184	156	149
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1752	1856	1811	1841	1870	1841	1811	1767	1678	1856	1826	1737
Adj Flow Rate, veh/h	140	1276	0	127	1396	176	355	105	87	194	164	157
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	10	3	6	4	2	4	6	9	15	3	5	11
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	200	2636		157	2835	687	427	327	248	261	447	190
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.06	0.41	0.00	0.09	0.44	0.44	0.13	0.18	0.18	0.08	0.13	0.13
Unsig. Movement Delay												
Ln Grp Delay, s/veh	60.0	26.7	0.0	63.5	24.8	22.3	56.2	43.8	44.2	58.9	48.7	61.2
Ln Grp LOS	E	C		E	C	C	E	D	D	E	D	E
Approach Vol, veh/h		1416			1699			547			515	
Approach Delay, s/veh		30.0			27.4			51.9			56.4	
Approach LOS		C			C			D			E	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Case No	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phs Duration (G+Y+Rc), s	14.8	60.6	16.5	29.1	18.1	57.3	22.7	22.9
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green (Gmax), s	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0
Max Allow Headway (MAH), s	3.7	4.8	3.7	5.1	3.7	4.9	3.7	4.5
Max Q Clear (g_c+I1), s	7.1	20.8	8.7	8.7	10.6	19.8	14.5	14.6
Green Ext Time (g_e), s	0.4	12.1	0.5	0.8	0.2	10.1	0.9	1.0
Prob of Phs Call (p_c)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prob of Max Out (p_x)	0.00	0.00	0.00	0.00	0.00	0.00	0.01	0.05

Left-Turn Movement Data								
Assigned Mvmt	1		3		5		7	
Mvmt Sat Flow, veh/h	3237		3428		1753		3346	

Through Movement Data								
Assigned Mvmt		2		4		6		8
Mvmt Sat Flow, veh/h		6434		1817		6383		3469

Right-Turn Movement Data								
Assigned Mvmt		12		14		16		18
Mvmt Sat Flow, veh/h		1560		1380		1535		1472

Left Lane Group Data								
Assigned Mvmt	1	0	3	0	5	0	7	0

Lane Assignment	L (Prot)		L (Prot)		L (Prot)		L (Prot)	
Lanes in Grp	2	0	2	0	1	0	2	0
Grp Vol (v), veh/h	140	0	194	0	127	0	355	0
Grp Sat Flow (s), veh/h/ln	1618	0	1714	0	1753	0	1673	0
Q Serve Time (g_s), s	5.1	0.0	6.7	0.0	8.6	0.0	12.5	0.0
Cycle Q Clear Time (g_c), s	5.1	0.0	6.7	0.0	8.6	0.0	12.5	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	0	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	200	0	261	0	157	0	427	0
V/C Ratio (X)	0.70	0.00	0.74	0.00	0.81	0.00	0.83	0.00
Avail Cap (c_a), veh/h	668	0	708	0	362	0	691	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d1), s/veh	55.7	0.0	54.8	0.0	54.1	0.0	51.6	0.0
Incr Delay (d2), s/veh	4.4	0.0	4.1	0.0	9.4	0.0	4.7	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	60.0	0.0	58.9	0.0	63.5	0.0	56.2	0.0
1st-Term Q (Q1), veh/ln	2.0	0.0	2.8	0.0	3.7	0.0	5.1	0.0
2nd-Term Q (Q2), veh/ln	0.1	0.0	0.2	0.0	0.4	0.0	0.3	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	0.00	1.80	0.00	1.80	0.00	1.71	0.00
%ile Back of Q (95%), veh/ln	3.9	0.0	5.4	0.0	7.4	0.0	9.2	0.0
%ile Storage Ratio (RQ%)	0.15	0.00	0.30	0.00	0.41	0.00	0.64	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment		T		T		T		T
Lanes in Grp	0	4	0	1	0	4	0	2
Grp Vol (v), veh/h	0	1396	0	96	0	1276	0	164
Grp Sat Flow (s), veh/h/ln	0	1609	0	1678	0	1596	0	1735
Q Serve Time (g_s), s	0.0	18.8	0.0	6.0	0.0	17.8	0.0	5.2
Cycle Q Clear Time (g_c), s	0.0	18.8	0.0	6.0	0.0	17.8	0.0	5.2
Lane Grp Cap (c), veh/h	0	2835	0	302	0	2636	0	447
V/C Ratio (X)	0.00	0.49	0.00	0.32	0.00	0.48	0.00	0.37
Avail Cap (c_a), veh/h	0	2835	0	347	0	2636	0	716
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	24.2	0.0	43.2	0.0	26.1	0.0	48.2
Incr Delay (d2), s/veh	0.0	0.6	0.0	0.6	0.0	0.6	0.0	0.5
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	24.8	0.0	43.8	0.0	26.7	0.0	48.7
1st-Term Q (Q1), veh/ln	0.0	6.8	0.0	2.5	0.0	6.4	0.0	2.2

2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.1	0.0	0.1	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.62	0.00	1.80	0.00	1.64	0.00	1.80
%ile Back of Q (95%), veh/ln	0.0	11.2	0.0	4.5	0.0	10.8	0.0	4.0
%ile Storage Ratio (RQ%)	0.00	0.26	0.00	0.14	0.00	0.31	0.00	0.13
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment		R		T+R		R		R
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	176	0	96	0	0	0	157
Grp Sat Flow (s), veh/h/ln	0	1560	0	1518	0	1535	0	1472
Q Serve Time (g_s), s	0.0	8.6	0.0	6.7	0.0	0.0	0.0	12.6
Cycle Q Clear Time (g_c), s	0.0	8.6	0.0	6.7	0.0	0.0	0.0	12.6
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	0.00	0.91	0.00	1.00	0.00	1.00
Lane Grp Cap (c), veh/h	0	687	0	273	0	634	0	190
V/C Ratio (X)	0.00	0.26	0.00	0.35	0.00	0.00	0.00	0.83
Avail Cap (c_a), veh/h	0	687	0	313	0	634	0	304
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	21.4	0.0	43.4	0.0	0.0	0.0	51.4
Incr Delay (d2), s/veh	0.0	0.9	0.0	0.8	0.0	0.0	0.0	9.8
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	22.3	0.0	44.2	0.0	0.0	0.0	61.2
1st-Term Q (Q1), veh/ln	0.0	3.0	0.0	2.5	0.0	0.0	0.0	4.5
2nd-Term Q (Q2), veh/ln	0.0	0.2	0.0	0.1	0.0	0.0	0.0	0.5
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	0.00	1.80	0.00	1.00	0.00	1.73
%ile Back of Q (95%), veh/ln	0.0	5.8	0.0	4.5	0.0	0.0	0.0	8.7
%ile Storage Ratio (RQ%)	0.00	0.29	0.00	0.15	0.00	0.00	0.00	0.38
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	35.1
HCM 7th LOS	D

Notes

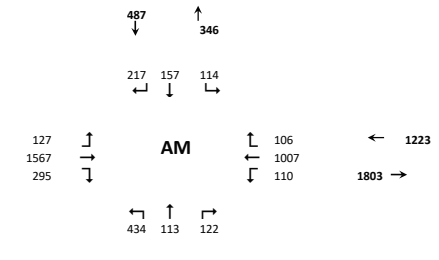
User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **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	58	13	11	9	20	12	18	304	25	14	142	10	636	3168
7:15-7:30	69	18	19	12	26	20	21	330	24	16	165	13	733	3474
7:30-7:45	80	22	19	19	34	25	20	328	51	20	194	22	834	3487
7:45-8:00	96	26	21	19	43	36	23	354	63	24	237	23	965	3406
8:00-8:15	88	20	22	21	35	44	19	346	57	36	232	22	942	3176
8:15-8:30	66	20	22	24	28	37	19	273	62	13	158	24	746	
8:30-8:45	98	19	21	20	17	35	19	279	66	17	132	30	753	
8:45-9:00	85	17	17	25	25	31	22	251	53	17	160	32	735	



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	330	88	84	83	140	142	81	1301	233	93	821	91	3487
Season Factor	350	93	89	88	148	151	86	1379	247	99	870	96	3696
Growth	357	95	91	90	151	154	88	1407	252	101	888	98	3771
In/Out													
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0

Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 2

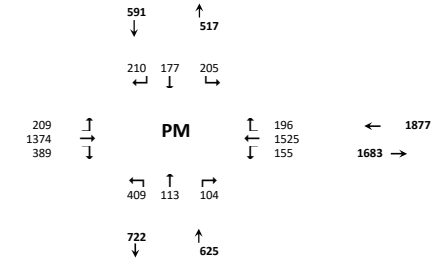


SUBPROJECTS

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL		Trips In	Trips Out
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%				
In/Out								OUT			IN					
Volume	0	0	0	0	0	0	0	11	0	0	46	0	0	Kings Highway Commerce Park	463	114
%	5.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	30.0%	5.0%	0.0%	30.0%	0.0%				
In/Out	IN					IN	OUT	OUT	OUT		IN					
Volume	7	0	0	0	0	7	21	126	21	0	43	0	0	Creekside	143	421
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	0.0%				
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Celebration Pointe - 25%	128	383
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%				
In/Out				OUT		OUT	IN					IN				
Volume	0	0	0	8	0	18	6	0	0	0	0	2	0	Hillpointe	24	77
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%				
In/Out	OUT	OUT	OUT		IN				IN	IN						
Volume	28	7	14	0	2	0	0	0	9	4	0	0	0	Viva at Treasure Coast West	22	70
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%				
In/Out	OUT	OUT	OUT		IN				IN	IN						
Volume	26	7	13	0	2	0	0	0	8	4	0	0	0	Viva at Treasure Coast East	21	66
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%				
In/Out				OUT				OUT			IN					
Volume	0	0	0	1	0	0	0	2	0	0	9	0	0	Project Hunt	84	17
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%				
In/Out								OUT		IN						
Volume	0	0	0	0	0	0	0	20	0	0	21	0	0	Kings Highway Warehouse	342	341
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%				
In/Out				OUT		OUT	IN					IN				
Volume	0	0	0	16	0	37	13	0	0	0	0	5	0	Jenkins Waypoint	53	156
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Walsh Crossroads	7	5
%	40.0%	10.0%	10.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	10.0%	0.0%	0.0%				
In/Out	OUT	OUT	OUT		IN				IN	IN						
Volume	16	4	4	0	1	0	0	0	5	1	0	0	0	4945 Edwards Road	13	40
Subtotal	78	18	31	24	6	63	40	160	43	10	119	8	0			
Total	434	113	122	114	157	217	127	1567	295	110	1007	106	3771			

N/S STREET: Jenkins Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 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	69	22	11	30	30	23	18	236	37	21	257	23	777	3655
4:15-4:30	70	25	12	35	39	22	26	270	46	19	283	25	872	3933
4:30-4:45	79	21	15	42	43	30	36	273	53	25	350	35	1002	4025
4:45-5:00	82	25	23	52	45	46	34	285	80	36	252	44	1004	3864
5:00-5:15	62	27	22	45	33	37	28	322	68	30	346	35	1055	3609
5:15-5:30	95	21	18	35	26	28	27	263	81	23	303	44	964	
5:30-5:45	61	19	14	31	34	35	40	242	69	21	239	36	841	
5:45-6:00	71	19	17	35	27	29	28	223	45	18	209	28	749	



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	318	94	78	174	147	141	125	1143	282	114	1251	158	4025
Season Factor	337	100	83	184	156	149	133	1212	299	121	1326	167	4267
Growth	344	102	84	188	159	152	135	1236	305	123	1353	171	4352
In/Out													
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0

Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 2

SUBPROJECTS

	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL		Trips In	Trips Out
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%				
In/Out								OUT			IN					
Volume	0	0	0	0	0	0	0	46	0	0	14	0	0	Kings Highway Commerce Park	142	458
%	5%	0%	0%	0%	0%	5%	5%	30%	5%	0%	30%	0.0%				
In/Out	IN					IN	OUT	OUT	OUT		IN					
Volume	21	0	0	0	0	21	13	77	13	0	128	0	0	Creekside	426	256
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Celebration Pointe - 25%	405	228
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%				
In/Out				OUT		OUT	IN					IN				
Volume	0	0	0	5	0	12	19	0	0	0	0	8	0	Hillpointe	81	48
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%				
In/Out	OUT	OUT	OUT		IN				IN	IN						
Volume	17	4	9	0	7	0	0	0	29	15	0	0	0	Viva at Treasure Coast West	73	43
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%				
In/Out	OUT	OUT	OUT		IN				IN	IN						
Volume	16	4	8	0	7	0	0	0	28	14	0	0	0	Viva at Treasure Coast East	69	40
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%				
In/Out				OUT				OUT			IN					
Volume	0	0	0	1	0	0	0	3	0	0	3	0	0	Project Hunt	29	85
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%				
In/Out								OUT		IN						
Volume	0	0	0	0	0	0	0	13	0	0	27	0	0	Kings Highway Warehouse	458	216
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%				
In/Out				OUT		OUT	IN					IN				
Volume	0	0	0	10	0	24	41	0	0	0	0	17	0	Jenkins Waypoint	172	102
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.0%				
In/Out																
Volume	0	0	0	0	0	0	0	0	0	0	0	0	0	Walsh Crossroads	10	11
%	40.0%	10.0%	10.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	10.0%	0.0%	0.0%				
In/Out	OUT	OUT	OUT		IN				IN	IN						
Volume	10	3	3	0	4	0	0	0	15	4	0	0	0	4945 Edwards Road	37	26
Subtotal	65	11	19	16	18	57	74	138	84	32	173	25	0			
Total	409	113	104	205	177	210	209	1374	389	155	1525	196	4352			

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	127	1567	295	110	1007	106	434	113	122	114	157	217
Future Volume (veh/h)	127	1567	295	110	1007	106	434	113	122	114	157	217
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1796	1885	1870	1826	1781	1574	1841	1707	1781	1811	1841	1841
Adj Flow Rate, veh/h	141	1741	0	122	1119	118	482	126	136	127	174	241
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	7	1	2	5	8	22	4	13	8	6	4	4
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	196	2397		149	2426	528	541	445	397	182	594	265
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.06	0.37	0.00	0.09	0.40	0.40	0.16	0.27	0.27	0.05	0.17	0.17
Unsig. Movement Delay												
Ln Grp Delay, s/veh	67.4	38.7	0.0	71.5	30.8	28.0	69.2	38.9	39.8	67.6	49.3	84.5
Ln Grp LOS	E	D		E	C	C	E	D	D	E	D	F
Approach Vol, veh/h		1882			1359			744			542	
Approach Delay, s/veh		40.8			34.2			58.7			69.2	
Approach LOS		D			C			E			E	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Case No	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phs Duration (G+Y+Rc), s	15.3	60.8	14.7	44.4	18.9	57.3	28.8	30.3
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green (Gmax), s	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0
Max Allow Headway (MAH), s	3.7	4.8	3.7	5.1	3.7	4.9	3.7	4.3
Max Q Clear (g_c+I1), s	7.6	20.3	7.0	12.2	11.3	33.3	20.8	22.5
Green Ext Time (g_e), s	0.4	9.0	0.3	1.1	0.2	10.6	0.7	0.5
Prob of Phs Call (p_c)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prob of Max Out (p_x)	0.00	0.00	0.00	0.03	0.00	0.00	0.77	1.00

Left-Turn Movement Data								
Assigned Mvmt	1		3		5		7	
Mvmt Sat Flow, veh/h	3319		3346		1739		3401	

Through Movement Data								
Assigned Mvmt		2		4		6		8
Mvmt Sat Flow, veh/h		6128		1622		6485		3497

Right-Turn Movement Data								
Assigned Mvmt		12		14		16		18
Mvmt Sat Flow, veh/h		1334		1447		1585		1560

Left Lane Group Data								
Assigned Mvmt	1	0	3	0	5	0	7	0

Lane Assignment	L (Prot)		L (Prot)		L (Prot)		L (Prot)	
Lanes in Grp	2	0	2	0	1	0	2	0
Grp Vol (v), veh/h	141	0	127	0	122	0	482	0
Grp Sat Flow (s), veh/h/ln	1659	0	1673	0	1739	0	1700	0
Q Serve Time (g_s), s	5.6	0.0	5.0	0.0	9.3	0.0	18.8	0.0
Cycle Q Clear Time (g_c), s	5.6	0.0	5.0	0.0	9.3	0.0	18.8	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	0	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	196	0	182	0	149	0	541	0
V/C Ratio (X)	0.72	0.00	0.70	0.00	0.82	0.00	0.89	0.00
Avail Cap (c_a), veh/h	613	0	619	0	321	0	629	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d1), s/veh	62.5	0.0	62.8	0.0	60.8	0.0	55.7	0.0
Incr Delay (d2), s/veh	4.8	0.0	4.7	0.0	10.6	0.0	13.5	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	67.4	0.0	67.6	0.0	71.5	0.0	69.2	0.0
1st-Term Q (Q1), veh/ln	2.3	0.0	2.1	0.0	4.0	0.0	7.9	0.0
2nd-Term Q (Q2), veh/ln	0.1	0.0	0.1	0.0	0.4	0.0	1.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	0.00	1.80	0.00	1.78	0.00	1.55	0.00
%ile Back of Q (95%), veh/ln	4.4	0.0	4.0	0.0	7.9	0.0	13.8	0.0
%ile Storage Ratio (RQ%)	0.17	0.00	0.23	0.00	0.44	0.00	0.93	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment		T		T		T		T
Lanes in Grp	0	4	0	1	0	4	0	2
Grp Vol (v), veh/h	0	1119	0	126	0	1741	0	174
Grp Sat Flow (s), veh/h/ln	0	1532	0	1622	0	1621	0	1749
Q Serve Time (g_s), s	0.0	18.3	0.0	8.3	0.0	31.3	0.0	5.9
Cycle Q Clear Time (g_c), s	0.0	18.3	0.0	8.3	0.0	31.3	0.0	5.9
Lane Grp Cap (c), veh/h	0	2426	0	445	0	2397	0	594
V/C Ratio (X)	0.00	0.46	0.00	0.28	0.00	0.73	0.00	0.29
Avail Cap (c_a), veh/h	0	2426	0	445	0	2397	0	646
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	30.2	0.0	38.6	0.0	36.7	0.0	49.0
Incr Delay (d2), s/veh	0.0	0.6	0.0	0.3	0.0	2.0	0.0	0.3
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	30.8	0.0	38.9	0.0	38.7	0.0	49.3
1st-Term Q (Q1), veh/ln	0.0	6.5	0.0	3.2	0.0	12.0	0.0	2.5

2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.0	0.0	0.3	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.64	0.00	1.80	0.00	1.47	0.00	1.80
%ile Back of Q (95%), veh/ln	0.0	10.9	0.0	5.9	0.0	18.0	0.0	4.6
%ile Storage Ratio (RQ%)	0.00	0.26	0.00	0.20	0.00	0.51	0.00	0.15
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment		R		T+R		R		R
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	118	0	136	0	0	0	241
Grp Sat Flow (s), veh/h/ln	0	1334	0	1447	0	1585	0	1560
Q Serve Time (g_s), s	0.0	7.9	0.0	10.2	0.0	0.0	0.0	20.5
Cycle Q Clear Time (g_c), s	0.0	7.9	0.0	10.2	0.0	0.0	0.0	20.5
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Lane Grp Cap (c), veh/h	0	528	0	397	0	586	0	265
V/C Ratio (X)	0.00	0.22	0.00	0.34	0.00	0.00	0.00	0.91
Avail Cap (c_a), veh/h	0	528	0	397	0	586	0	288
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	27.1	0.0	39.3	0.0	0.0	0.0	55.1
Incr Delay (d2), s/veh	0.0	1.0	0.0	0.5	0.0	0.0	0.0	29.4
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	28.0	0.0	39.8	0.0	0.0	0.0	84.5
1st-Term Q (Q1), veh/ln	0.0	2.5	0.0	3.6	0.0	0.0	0.0	7.9
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.1	0.0	0.0	0.0	2.2
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	0.00	1.80	0.00	1.00	0.00	1.52
%ile Back of Q (95%), veh/ln	0.0	4.7	0.0	6.5	0.0	0.0	0.0	15.2
%ile Storage Ratio (RQ%)	0.00	0.27	0.00	0.22	0.00	0.00	0.00	0.63
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	45.2
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	209	1374	389	155	1525	196	409	113	104	205	177	210
Future Volume (veh/h)	209	1374	389	155	1525	196	409	113	104	205	177	210
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1752	1856	1811	1841	1870	1841	1811	1767	1678	1856	1826	1737
Adj Flow Rate, veh/h	220	1446	0	163	1605	206	431	119	109	216	186	221
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	10	3	6	4	2	4	6	9	15	3	5	11
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	277	2335		190	2499	606	491	401	337	276	575	244
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.09	0.37	0.00	0.11	0.39	0.39	0.15	0.23	0.23	0.08	0.17	0.17
Unsig. Movement Delay												
Ln Grp Delay, s/veh	66.5	36.8	0.0	71.3	35.3	31.0	68.8	43.7	44.1	66.5	50.6	85.8
Ln Grp LOS	E	D		E	D	C	E	D	D	E	D	F
Approach Vol, veh/h		1666			1974			659			623	
Approach Delay, s/veh		40.7			37.9			60.2			68.6	
Approach LOS		D			D			E			E	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Case No	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phs Duration (G+Y+Rc), s	19.0	60.4	18.3	39.0	22.1	57.3	27.3	30.0
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green (Gmax), s	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0
Max Allow Headway (MAH), s	3.7	4.8	3.7	5.1	3.7	4.9	3.7	4.4
Max Q Clear (g_c+I1), s	11.1	29.8	10.5	10.5	14.5	27.4	19.2	22.1
Green Ext Time (g_e), s	0.6	11.8	0.6	1.0	0.3	10.5	0.8	0.5
Prob of Phs Call (p_c)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prob of Max Out (p_x)	0.00	0.00	0.00	0.01	0.00	0.00	0.32	1.00

Left-Turn Movement Data								
Assigned Mvmt	1		3		5		7	
Mvmt Sat Flow, veh/h	3237		3428		1753		3346	

Through Movement Data								
Assigned Mvmt		2		4		6		8
Mvmt Sat Flow, veh/h		6434		1731		6383		3469

Right-Turn Movement Data								
Assigned Mvmt		12		14		16		18
Mvmt Sat Flow, veh/h		1560		1452		1535		1472

Left Lane Group Data								
Assigned Mvmt	1	0	3	0	5	0	7	0

Lane Assignment	L (Prot)		L (Prot)		L (Prot)		L (Prot)	
Lanes in Grp	2	0	2	0	1	0	2	0
Grp Vol (v), veh/h	220	0	216	0	163	0	431	0
Grp Sat Flow (s), veh/h/ln	1618	0	1714	0	1753	0	1673	0
Q Serve Time (g_s), s	9.1	0.0	8.5	0.0	12.5	0.0	17.2	0.0
Cycle Q Clear Time (g_c), s	9.1	0.0	8.5	0.0	12.5	0.0	17.2	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	0	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	277	0	276	0	190	0	491	0
V/C Ratio (X)	0.79	0.00	0.78	0.00	0.86	0.00	0.88	0.00
Avail Cap (c_a), veh/h	592	0	627	0	321	0	612	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d1), s/veh	61.3	0.0	61.7	0.0	59.9	0.0	57.1	0.0
Incr Delay (d2), s/veh	5.2	0.0	4.8	0.0	11.3	0.0	11.7	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	66.5	0.0	66.5	0.0	71.3	0.0	68.8	0.0
1st-Term Q (Q1), veh/ln	3.7	0.0	3.6	0.0	5.4	0.0	7.1	0.0
2nd-Term Q (Q2), veh/ln	0.2	0.0	0.2	0.0	0.6	0.0	0.8	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	0.00	1.80	0.00	1.67	0.00	1.58	0.00
%ile Back of Q (95%), veh/ln	7.0	0.0	6.8	0.0	10.1	0.0	12.6	0.0
%ile Storage Ratio (RQ%)	0.27	0.00	0.38	0.00	0.56	0.00	0.87	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment		T		T		T		T
Lanes in Grp	0	4	0	1	0	4	0	2
Grp Vol (v), veh/h	0	1605	0	115	0	1446	0	186
Grp Sat Flow (s), veh/h/ln	0	1609	0	1678	0	1596	0	1735
Q Serve Time (g_s), s	0.0	27.8	0.0	7.7	0.0	25.4	0.0	6.5
Cycle Q Clear Time (g_c), s	0.0	27.8	0.0	7.7	0.0	25.4	0.0	6.5
Lane Grp Cap (c), veh/h	0	2499	0	389	0	2335	0	575
V/C Ratio (X)	0.00	0.64	0.00	0.30	0.00	0.62	0.00	0.32
Avail Cap (c_a), veh/h	0	2499	0	389	0	2335	0	635
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	34.1	0.0	43.3	0.0	35.5	0.0	50.3
Incr Delay (d2), s/veh	0.0	1.3	0.0	0.4	0.0	1.2	0.0	0.3
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	35.3	0.0	43.7	0.0	36.8	0.0	50.6
1st-Term Q (Q1), veh/ln	0.0	10.5	0.0	3.2	0.0	9.6	0.0	2.8

2nd-Term Q (Q2), veh/ln	0.0	0.2	0.0	0.0	0.0	0.2	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.50	0.00	1.80	0.00	1.52	0.00	1.80
%ile Back of Q (95%), veh/ln	0.0	16.1	0.0	5.8	0.0	14.9	0.0	5.0
%ile Storage Ratio (RQ%)	0.00	0.37	0.00	0.19	0.00	0.43	0.00	0.16
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment		R		T+R		R		R
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	206	0	113	0	0	0	221
Grp Sat Flow (s), veh/h/ln	0	1560	0	1505	0	1535	0	1472
Q Serve Time (g_s), s	0.0	12.7	0.0	8.5	0.0	0.0	0.0	20.1
Cycle Q Clear Time (g_c), s	0.0	12.7	0.0	8.5	0.0	0.0	0.0	20.1
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	0.00	0.96	0.00	1.00	0.00	1.00
Lane Grp Cap (c), veh/h	0	606	0	349	0	561	0	244
V/C Ratio (X)	0.00	0.34	0.00	0.32	0.00	0.00	0.00	0.91
Avail Cap (c_a), veh/h	0	606	0	349	0	561	0	269
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	29.5	0.0	43.6	0.0	0.0	0.0	56.0
Incr Delay (d2), s/veh	0.0	1.5	0.0	0.5	0.0	0.0	0.0	29.9
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	31.0	0.0	44.1	0.0	0.0	0.0	85.8
1st-Term Q (Q1), veh/ln	0.0	4.7	0.0	3.1	0.0	0.0	0.0	7.3
2nd-Term Q (Q2), veh/ln	0.0	0.3	0.0	0.1	0.0	0.0	0.0	2.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.74	0.00	1.80	0.00	1.00	0.00	1.54
%ile Back of Q (95%), veh/ln	0.0	8.6	0.0	5.7	0.0	0.0	0.0	14.3
%ile Storage Ratio (RQ%)	0.00	0.43	0.00	0.18	0.00	0.00	0.00	0.63
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	45.7
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

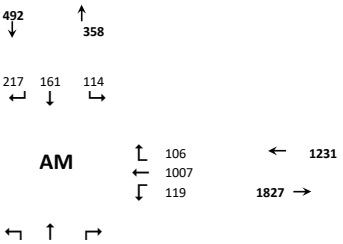
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 Buildout

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	58	13	11	9	20	12	18	304	25	14	142	10	636	3168
7:15-7:30	69	18	19	12	26	20	21	330	24	16	165	13	733	3474
7:30-7:45	80	22	19	19	34	25	20	328	51	20	194	22	834	3487
7:45-8:00	96	26	21	19	43	36	23	354	63	24	237	23	965	3406
8:00-8:15	88	20	22	21	35	44	19	346	57	36	232	22	942	3176
8:15-8:30	66	20	22	24	28	37	19	273	62	13	158	24	746	
8:30-8:45	98	19	21	20	17	35	19	279	66	17	132	30	753	
8:45-9:00	85	17	17	25	25	31	22	251	53	17	160	32	735	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	330	88	84	83	140	142	81	1301	233	93	821	91	3487	
Season Factor	350	93	89	88	148	151	86	1379	247	99	870	96	3696	
Growth	357	95	91	90	151	154	88	1407	252	101	888	98	3771	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	20%	0%	10%	0%	0%	0%	40%	20%	0%	0%	0%	
PROJECT	50	12	25	0	4	0	0	0	16	8	0	0	116	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	11	0	0	46	0	0	
%	5.0%	0.0%	0.0%	0.0%	0.0%	5.0%	5.0%	30.0%	5.0%	0.0%	30.0%	0.0%		
In/Out	IN					IN	OUT	OUT	OUT		IN			
Volume	7	0	0	0	0	7	21	126	21	0	43	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	8	0	18	6	0	0	0	0	2	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	28	7	14	0	2	0	0	0	9	4	0	0	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	26	7	13	0	2	0	0	0	8	4	0	0	0	
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%		
In/Out				OUT				OUT			IN			
Volume	0	0	0	1	0	0	0	2	0	0	9	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	20	0	0	21	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	16	0	37	13	0	0	0	0	5	0	
%	40.0%	10.0%	10.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	10.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	16	4	4	0	1	0	0	0	5	1	0	0	0	
Subtotal	78	18	31	24	6	63	40	160	43	10	119	8	0	
Total	484	125	147	114	161	217	127	1567	312	119	1007	106	3886	

Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 2

	Trips In	Trips Out
Cornerstone	41	124
Kings Highway Commerce Park	463	114
Creekside	143	421
Hillpointe	24	77
Viva at Treasure Coast West	22	70
Viva at Treasure Coast East	21	66
Project Hunt	84	17
Kings Highway Warehouse	342	341
Jenkins Waypoint	53	156
4945 Edwards Road	13	40

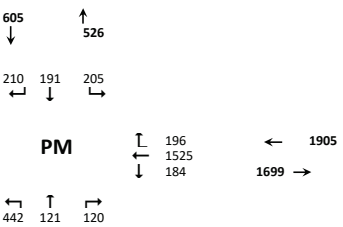


N/S STREET: Jenkins Rd **E/W STREET**: Okeechobee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 Buildout

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	69	22	11	30	30	23	18	236	37	21	257	23	777	3655
4:15-4:30	70	25	12	35	39	22	26	270	46	19	283	25	872	3933
4:30-4:45	79	21	15	42	43	30	36	273	53	25	350	35	1002	4025
4:45-5:00	82	25	23	52	45	46	34	285	80	36	252	44	1004	3864
5:00-5:15	62	27	22	45	33	37	28	322	68	30	346	35	1055	3609
5:15-5:30	95	21	18	35	26	28	27	263	81	23	303	44	964	
5:30-5:45	61	19	14	31	34	35	40	242	69	21	239	36	841	
5:45-6:00	71	19	17	35	27	29	28	223	45	18	209	28	749	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	318	94	78	174	147	141	125	1143	282	114	1251	158	4025	
Season Factor	337	100	83	184	156	149	133	1212	299	121	1326	167	4267	
Growth	344	102	84	188	159	152	135	1236	305	123	1353	171	4352	
In/Out	OUT	OUT	OUT		IN				IN	IN				
Percentage	40%	10%	20%	0%	10%	0%	0%	0%	40%	20%	0%	0%	0%	
PROJECT	33	8	17	0	14	0	0	0	57	28	0	0	158	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	10%	0%	0%	10%	0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	46	0	0	14	0	0	
%	5%	0%	0%	0%	0%	5%	5%	30%	5%	0%	30%	0.0%		
In/Out	IN					IN	OUT	OUT	OUT		IN			
Volume	21	0	0	0	0	21	13	77	13	0	128	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24.0%	0.0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	5	0	12	19	0	0	0	0	8	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	17	4	9	0	7	0	0	0	29	15	0	0	0	
%	40.0%	10.0%	20.0%	0.0%	10.0%	0.0%	0.0%	0.0%	40.0%	20.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	16	4	8	0	7	0	0	0	28	14	0	0	0	
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0%	10%	0.0%	0.0%	11.0%	0.0%		
In/Out				OUT				OUT			IN			
Volume	0	0	0	1	0	0	0	3	0	0	3	0	0	
%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	6.0%	0.0%	0.0%	6.0%	0.0%		
In/Out								OUT			IN			
Volume	0	0	0	0	0	0	0	13	0	0	27	0	0	
%	0.0%	0.0%	0.0%	10.0%	0.0%	24.0%	24%	0%	0.0%	0.0%	0.0%	10.0%		
In/Out				OUT		OUT	IN					IN		
Volume	0	0	0	10	0	24	41	0	0	0	0	17	0	
%	40.0%	10.0%	10.0%	0.0%	10.0%	0.0%	0%	0%	40.0%	10.0%	0.0%	0.0%		
In/Out	OUT	OUT	OUT		IN				IN	IN				
Volume	10	3	3	0	4	0	0	0	15	4	0	0	0	
Subtotal	65	11	19	16	18	57	74	138	84	32	173	25	0	
Total	442	121	120	205	191	210	209	1374	446	184	1525	196	4510	

Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 2

	Trips In	Trips Out
Cornerstone	142	83
Kings Highway Commerce Park	142	458
Creekside	426	256
Hillpointe	81	48
Viva at Treasure Coast West	73	43
Viva at Treasure Coast East	69	40
Project Hunt	29	85
Kings Highway Warehouse	458	216
Jenkins Waypoint	172	102
4945 Edwards Road	37	26



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	127	1567	312	119	1007	106	484	125	147	114	161	217
Future Volume (veh/h)	127	1567	312	119	1007	106	484	125	147	114	161	217
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1796	1885	1870	1826	1781	1574	1841	1707	1781	1811	1841	1841
Adj Flow Rate, veh/h	141	1741	0	132	1119	118	538	139	163	127	179	241
Peak Hour Factor	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90	0.90
Percent Heavy Veh, %	7	1	2	5	8	22	4	13	8	6	4	4
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	195	2327		158	2395	521	586	466	415	181	590	263
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.06	0.36	0.00	0.09	0.39	0.39	0.17	0.29	0.29	0.05	0.17	0.17
Unsig. Movement Delay												
Ln Grp Delay, s/veh	69.5	41.4	0.0	73.3	32.3	29.4	75.5	39.1	40.5	69.7	51.0	88.5
Ln Grp LOS	E	D		E	C	C	E	D	D	E	D	F
Approach Vol, veh/h		1882			1369			840			547	
Approach Delay, s/veh		43.5			36.0			62.7			71.9	
Approach LOS		D			D			E			E	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Case No	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phs Duration (G+Y+Rc), s	15.5	61.8	14.8	47.3	19.9	57.3	31.3	30.8
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green (Gmax), s	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0
Max Allow Headway (MAH), s	3.7	4.8	3.7	5.1	3.7	4.9	3.7	4.4
Max Q Clear (g_c+I1), s	7.8	21.0	7.2	14.6	12.4	34.8	23.7	23.2
Green Ext Time (g_e), s	0.4	9.0	0.3	1.1	0.2	9.9	0.3	0.4
Prob of Phs Call (p_c)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prob of Max Out (p_x)	0.00	0.00	0.00	0.12	0.00	0.00	1.00	1.00

Left-Turn Movement Data								
Assigned Mvmt	1		3		5		7	
Mvmt Sat Flow, veh/h	3319		3346		1739		3401	

Through Movement Data								
Assigned Mvmt		2		4		6		8
Mvmt Sat Flow, veh/h		6128		1622		6485		3497

Right-Turn Movement Data								
Assigned Mvmt		12		14		16		18
Mvmt Sat Flow, veh/h		1334		1447		1585		1560

Left Lane Group Data								
Assigned Mvmt	1	0	3	0	5	0	7	0

Lane Assignment	L (Prot)		L (Prot)		L (Prot)		L (Prot)	
Lanes in Grp	2	0	2	0	1	0	2	0
Grp Vol (v), veh/h	141	0	127	0	132	0	538	0
Grp Sat Flow (s), veh/h/ln	1659	0	1673	0	1739	0	1700	0
Q Serve Time (g_s), s	5.8	0.0	5.2	0.0	10.4	0.0	21.7	0.0
Cycle Q Clear Time (g_c), s	5.8	0.0	5.2	0.0	10.4	0.0	21.7	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	0	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	195	0	181	0	158	0	586	0
V/C Ratio (X)	0.72	0.00	0.70	0.00	0.84	0.00	0.92	0.00
Avail Cap (c_a), veh/h	595	0	600	0	312	0	610	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d1), s/veh	64.5	0.0	64.8	0.0	62.3	0.0	56.7	0.0
Incr Delay (d2), s/veh	5.0	0.0	4.9	0.0	11.0	0.0	18.7	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	69.5	0.0	69.7	0.0	73.3	0.0	75.5	0.0
1st-Term Q (Q1), veh/ln	2.4	0.0	2.2	0.0	4.5	0.0	9.1	0.0
2nd-Term Q (Q2), veh/ln	0.1	0.0	0.1	0.0	0.5	0.0	1.5	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	0.00	1.80	0.00	1.73	0.00	1.50	0.00
%ile Back of Q (95%), veh/ln	4.6	0.0	4.1	0.0	8.7	0.0	16.0	0.0
%ile Storage Ratio (RQ%)	0.17	0.00	0.23	0.00	0.48	0.00	1.08	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment		T		T		T		T
Lanes in Grp	0	4	0	1	0	4	0	2
Grp Vol (v), veh/h	0	1119	0	139	0	1741	0	179
Grp Sat Flow (s), veh/h/ln	0	1532	0	1622	0	1621	0	1749
Q Serve Time (g_s), s	0.0	19.0	0.0	9.3	0.0	32.8	0.0	6.2
Cycle Q Clear Time (g_c), s	0.0	19.0	0.0	9.3	0.0	32.8	0.0	6.2
Lane Grp Cap (c), veh/h	0	2395	0	466	0	2327	0	590
V/C Ratio (X)	0.00	0.47	0.00	0.30	0.00	0.75	0.00	0.30
Avail Cap (c_a), veh/h	0	2395	0	466	0	2327	0	627
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	31.6	0.0	38.7	0.0	39.2	0.0	50.7
Incr Delay (d2), s/veh	0.0	0.7	0.0	0.4	0.0	2.3	0.0	0.3
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	32.3	0.0	39.1	0.0	41.4	0.0	51.0
1st-Term Q (Q1), veh/ln	0.0	6.9	0.0	3.7	0.0	12.6	0.0	2.7

2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.0	0.0	0.4	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.62	0.00	1.80	0.00	1.45	0.00	1.80
%ile Back of Q (95%), veh/ln	0.0	11.3	0.0	6.7	0.0	18.9	0.0	4.9
%ile Storage Ratio (RQ%)	0.00	0.27	0.00	0.22	0.00	0.53	0.00	0.16
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment		R		T+R		R		R
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	118	0	163	0	0	0	241
Grp Sat Flow (s), veh/h/ln	0	1334	0	1447	0	1585	0	1560
Q Serve Time (g_s), s	0.0	8.2	0.0	12.6	0.0	0.0	0.0	21.2
Cycle Q Clear Time (g_c), s	0.0	8.2	0.0	12.6	0.0	0.0	0.0	21.2
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Lane Grp Cap (c), veh/h	0	521	0	415	0	569	0	263
V/C Ratio (X)	0.00	0.23	0.00	0.39	0.00	0.00	0.00	0.92
Avail Cap (c_a), veh/h	0	521	0	415	0	569	0	280
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	28.4	0.0	39.9	0.0	0.0	0.0	56.9
Incr Delay (d2), s/veh	0.0	1.0	0.0	0.6	0.0	0.0	0.0	31.6
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	29.4	0.0	40.5	0.0	0.0	0.0	88.5
1st-Term Q (Q1), veh/ln	0.0	2.6	0.0	4.4	0.0	0.0	0.0	8.2
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.0	0.1	0.0	0.0	0.0	2.3
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	0.00	1.77	0.00	1.00	0.00	1.51
%ile Back of Q (95%), veh/ln	0.0	4.9	0.0	8.0	0.0	0.0	0.0	15.8
%ile Storage Ratio (RQ%)	0.00	0.28	0.00	0.26	0.00	0.00	0.00	0.66
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	48.1
HCM 7th LOS	D

Notes

User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (veh/h)	209	1374	446	184	1525	196	442	121	120	205	191	210
Future Volume (veh/h)	209	1374	446	184	1525	196	442	121	120	205	191	210
Number	1	6	16	5	2	12	7	4	14	3	8	18
Initial Q, veh	0	0	0	0	0	0	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00		1.00	1.00		1.00	1.00		1.00	1.00		1.00
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach		No			No			No			No	
Lanes Open During Work Zone												
Adj Sat Flow, veh/h/ln	1752	1856	1811	1841	1870	1841	1811	1767	1678	1856	1826	1737
Adj Flow Rate, veh/h	220	1446	0	194	1605	206	465	127	126	216	201	221
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	10	3	6	4	2	4	6	9	15	3	5	11
Opposing Right Turn Influence	Yes			Yes			Yes			Yes		
Cap, veh/h	274	2240		219	2516	610	518	402	358	274	570	242
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.08	0.35	0.00	0.12	0.39	0.39	0.15	0.24	0.24	0.08	0.16	0.16
Unsig. Movement Delay												
Ln Grp Delay, s/veh	69.4	40.3	0.0	80.8	36.4	31.9	74.5	45.0	45.6	69.4	53.2	91.4
Ln Grp LOS	E	D		F	D	C	E	D	D	E	D	F
Approach Vol, veh/h		1666			2005			718			638	
Approach Delay, s/veh		44.1			40.3			64.2			71.9	
Approach LOS		D			D			E			E	

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	3	4	5	6	7	8
Case No	2.0	3.0	2.0	4.0	2.0	3.0	2.0	3.0
Phs Duration (G+Y+Rc), s	19.4	63.0	18.7	41.4	25.1	57.3	29.4	30.7
Change Period (Y+Rc), s	7.3	7.3	7.3	7.3	7.3	7.3	7.3	7.3
Max Green (Gmax), s	25.0	50.0	25.0	25.0	25.0	50.0	25.0	25.0
Max Allow Headway (MAH), s	3.7	4.8	3.7	5.1	3.7	4.9	3.7	4.4
Max Q Clear (g_c+I1), s	11.5	30.8	10.8	12.0	17.5	29.1	21.4	23.0
Green Ext Time (g_e), s	0.6	11.4	0.6	1.0	0.3	10.0	0.6	0.4
Prob of Phs Call (p_c)	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Prob of Max Out (p_x)	0.00	0.00	0.00	0.03	0.05	0.00	1.00	1.00

Left-Turn Movement Data								
Assigned Mvmt	1		3		5		7	
Mvmt Sat Flow, veh/h	3237		3428		1753		3346	

Through Movement Data								
Assigned Mvmt		2		4		6		8
Mvmt Sat Flow, veh/h		6434		1678		6383		3469

Right-Turn Movement Data								
Assigned Mvmt		12		14		16		18
Mvmt Sat Flow, veh/h		1560		1497		1535		1472

Left Lane Group Data								
Assigned Mvmt	1	0	3	0	5	0	7	0

Lane Assignment	L (Prot)		L (Prot)		L (Prot)		L (Prot)	
Lanes in Grp	2	0	2	0	1	0	2	0
Grp Vol (v), veh/h	220	0	216	0	194	0	465	0
Grp Sat Flow (s), veh/h/ln	1618	0	1714	0	1753	0	1673	0
Q Serve Time (g_s), s	9.5	0.0	8.8	0.0	15.5	0.0	19.4	0.0
Cycle Q Clear Time (g_c), s	9.5	0.0	8.8	0.0	15.5	0.0	19.4	0.0
Perm LT Sat Flow (s_l), veh/h/ln	0	0	0	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Lane Grp Cap (c), veh/h	274	0	274	0	219	0	518	0
V/C Ratio (X)	0.80	0.00	0.79	0.00	0.89	0.00	0.90	0.00
Avail Cap (c_a), veh/h	568	0	602	0	308	0	587	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	1.00	0.00	1.00	0.00
Uniform Delay (d1), s/veh	64.0	0.0	64.4	0.0	61.3	0.0	59.1	0.0
Incr Delay (d2), s/veh	5.4	0.0	5.0	0.0	19.5	0.0	15.4	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	69.4	0.0	69.4	0.0	80.8	0.0	74.5	0.0
1st-Term Q (Q1), veh/ln	3.9	0.0	3.8	0.0	6.8	0.0	8.1	0.0
2nd-Term Q (Q2), veh/ln	0.2	0.0	0.2	0.0	1.2	0.0	1.1	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	0.00	1.80	0.00	1.58	0.00	1.54	0.00
%ile Back of Q (95%), veh/ln	7.3	0.0	7.2	0.0	12.6	0.0	14.1	0.0
%ile Storage Ratio (RQ%)	0.28	0.00	0.39	0.00	0.70	0.00	0.98	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	0	4	0	6	0	8
Lane Assignment		T		T		T		T
Lanes in Grp	0	4	0	1	0	4	0	2
Grp Vol (v), veh/h	0	1605	0	127	0	1446	0	201
Grp Sat Flow (s), veh/h/ln	0	1609	0	1678	0	1596	0	1735
Q Serve Time (g_s), s	0.0	28.8	0.0	8.9	0.0	27.1	0.0	7.3
Cycle Q Clear Time (g_c), s	0.0	28.8	0.0	8.9	0.0	27.1	0.0	7.3
Lane Grp Cap (c), veh/h	0	2516	0	402	0	2240	0	570
V/C Ratio (X)	0.00	0.64	0.00	0.32	0.00	0.65	0.00	0.35
Avail Cap (c_a), veh/h	0	2516	0	402	0	2240	0	609
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	35.2	0.0	44.6	0.0	38.8	0.0	52.8
Incr Delay (d2), s/veh	0.0	1.3	0.0	0.4	0.0	1.5	0.0	0.4
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	36.4	0.0	45.0	0.0	40.3	0.0	53.2
1st-Term Q (Q1), veh/ln	0.0	11.0	0.0	3.6	0.0	10.3	0.0	3.1

2nd-Term Q (Q2), veh/ln	0.0	0.2	0.0	0.0	0.0	0.2	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.49	0.00	1.80	0.00	1.50	0.00	1.80
%ile Back of Q (95%), veh/ln	0.0	16.7	0.0	6.7	0.0	15.9	0.0	5.7
%ile Storage Ratio (RQ%)	0.00	0.39	0.00	0.22	0.00	0.45	0.00	0.19
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	0	14	0	16	0	18
Lane Assignment		R		T+R		R		R
Lanes in Grp	0	1	0	1	0	1	0	1
Grp Vol (v), veh/h	0	206	0	126	0	0	0	221
Grp Sat Flow (s), veh/h/ln	0	1560	0	1497	0	1535	0	1472
Q Serve Time (g_s), s	0.0	13.2	0.0	10.0	0.0	0.0	0.0	21.0
Cycle Q Clear Time (g_c), s	0.0	13.2	0.0	10.0	0.0	0.0	0.0	21.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	1.00	0.00	1.00	0.00	1.00	0.00	1.00
Lane Grp Cap (c), veh/h	0	610	0	358	0	539	0	242
V/C Ratio (X)	0.00	0.34	0.00	0.35	0.00	0.00	0.00	0.91
Avail Cap (c_a), veh/h	0	610	0	358	0	539	0	258
Upstream Filter (I)	0.00	1.00	0.00	1.00	0.00	0.00	0.00	1.00
Uniform Delay (d1), s/veh	0.0	30.4	0.0	45.0	0.0	0.0	0.0	58.5
Incr Delay (d2), s/veh	0.0	1.5	0.0	0.6	0.0	0.0	0.0	32.8
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	31.9	0.0	45.6	0.0	0.0	0.0	91.4
1st-Term Q (Q1), veh/ln	0.0	4.9	0.0	3.7	0.0	0.0	0.0	7.7
2nd-Term Q (Q2), veh/ln	0.0	0.3	0.0	0.1	0.0	0.0	0.0	2.2
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.72	0.00	1.80	0.00	1.00	0.00	1.52
%ile Back of Q (95%), veh/ln	0.0	8.8	0.0	6.7	0.0	0.0	0.0	15.0
%ile Storage Ratio (RQ%)	0.00	0.44	0.00	0.22	0.00	0.00	0.00	0.66
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	49.0
HCM 7th LOS	D

Notes

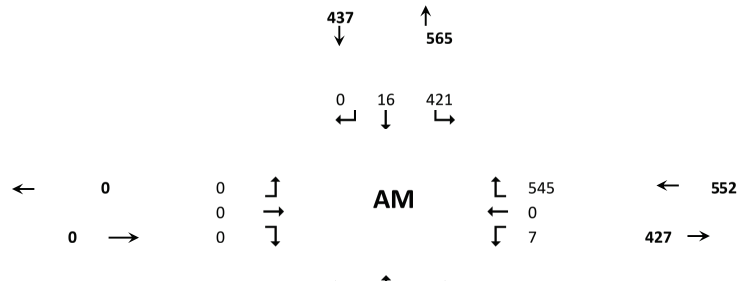
User approved pedestrian interval to be less than phase max green.

Unsignalized Delay for [EBR] is excluded from calculations of the approach delay and intersection delay.

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **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	0	2	1	59	2	0	0	0	0	1	0	93	158	778
7:15-7:30	0	5	3	79	3	0	0	0	0	4	0	79	173	862
7:30-7:45	0	4	0	91	4	0	0	0	0	1	0	90	190	903
7:45-8:00	0	5	2	118	2	0	0	0	0	2	0	128	257	958
8:00-8:15	0	4	1	116	3	0	0	0	0	1	0	117	242	927
8:15-8:30	0	6	2	84	5	0	0	0	0	3	0	114	214	
8:30-8:45	0	4	1	79	5	0	0	0	0	1	0	155	245	
8:45-9:00	0	3	2	80	4	0	0	0	0	2	0	135	226	
AM PEAK HOUR IS FROM:				7:45AM TO 8:45AM										
Volumes	0	19	6	397	15	0	0	0	0	7	0	514	958	
Season Factor	0	20	6	421	16	0	0	0	0	7	0	545	1015	
Growth	0	20	6	421	16	0	0	0	0	7	0	545	1015	
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	0	20	6	421	16	0	0	0	0	7	0	545	1015	

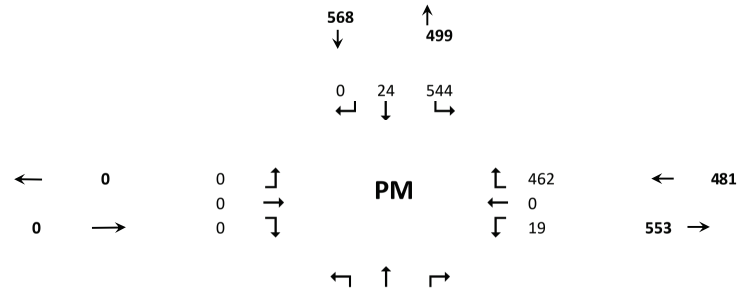


PHF: 0.93
Seasonal Factor: 1.06
Growth Rate: 1
Years Grown: 0

	Trips In	Trips Out
	0	0

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 6/15/2023 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 7/2/2024 **ANALYSIS YEAR**: 2025 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	0	4	3	84	6	0	0	0	0	6	0	110	213	951
4:15-4:30	0	8	2	97	4	0	0	0	0	4	0	106	221	996
4:30-4:45	0	9	4	136	8	0	0	0	0	5	0	102	264	1034
4:45-5:00	0	11	2	147	4	0	0	0	0	3	0	86	253	1009
5:00-5:15	0	8	1	119	5	0	0	0	0	6	0	119	258	980
5:15-5:30	0	7	2	111	6	0	0	0	0	4	0	129	259	
5:30-5:45	0	9	0	110	4	0	0	0	0	5	0	111	239	
5:45-6:00	0	7	2	103	5	0	0	0	0	4	0	103	224	
PM PEAK HOUR IS FROM:				4:30 PM TO 5:30PM										
Volumes	0	35	9	513	23	0	0	0	0	18	0	436	1034	
Season Factor	0	37	10	544	24	0	0	0	0	19	0	462	1096	
Growth	0	37	10	544	24	0	0	0	0	19	0	462	1096	
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	0	37	10	544	24	0	0	0	0	19	0	462	1096	



PHF: 0.98
Seasonal Factor: 1.06
Growth Rate: 1
Years Grown: 0

	Trips In	Trips Out
	0	0

Intersection	
Int Delay, s/veh	10.9

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	7	545	20	6	421	16
Future Vol, veh/h	7	545	20	6	421	16
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	93	93	93	93	93	93
Heavy Vehicles, %	0	3	0	0	4	7
Mvmt Flow	8	586	22	6	453	17

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	947	25	0	0	28	0
Stage 1	25	-	-	-	-	-
Stage 2	923	-	-	-	-	-
Critical Hdwy	6.4	6.23	-	-	4.14	-
Critical Hdwy Stg 1	5.4	-	-	-	-	-
Critical Hdwy Stg 2	5.4	-	-	-	-	-
Follow-up Hdwy	3.5	3.327	-	-	2.236	-
Pot Cap-1 Maneuver	292	1049	-	-	1573	-
Stage 1	1003	-	-	-	-	-
Stage 2	390	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	207	1049	-	-	1573	-
Mov Cap-2 Maneuver	207	-	-	-	-	-
Stage 1	1003	-	-	-	-	-
Stage 2	277	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	13.77	0	7.91
HCM LOS	B		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	997	1558	-
HCM Lane V/C Ratio	-	-	0.595	0.288	-
HCM Ctrl Dly (s/v)	-	-	13.8	8.2	0
HCM Lane LOS	-	-	B	A	A
HCM 95th %tile Q(veh)	-	-	4.1	1.2	-

Intersection	
Int Delay, s/veh	11.4

Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	19	462	37	10	544	24
Future Vol, veh/h	19	462	37	10	544	24
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	98	98	98	98	98	98
Heavy Vehicles, %	6	5	0	0	4	0
Mvmt Flow	19	471	38	10	555	24

Major/Minor	Minor1		Major1		Major2	
Conflicting Flow All	1178	43	0	0	48	0
Stage 1	43	-	-	-	-	-
Stage 2	1135	-	-	-	-	-
Critical Hdwy	6.46	6.25	-	-	4.14	-
Critical Hdwy Stg 1	5.46	-	-	-	-	-
Critical Hdwy Stg 2	5.46	-	-	-	-	-
Follow-up Hdwy	3.554	3.345	-	-	2.236	-
Pot Cap-1 Maneuver	207	1019	-	-	1546	-
Stage 1	969	-	-	-	-	-
Stage 2	301	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	132	1019	-	-	1546	-
Mov Cap-2 Maneuver	132	-	-	-	-	-
Stage 1	969	-	-	-	-	-
Stage 2	192	-	-	-	-	-

Approach	WB	NB	SB
HCM Ctrl Dly, s/v	16.2	0	8.26
HCM LOS	C		

Minor Lane/Major Mvmt	NBT	NBR	WBLn1	SBL	SBT
Capacity (veh/h)	-	-	805	1525	-
HCM Lane V/C Ratio	-	-	0.61	0.359	-
HCM Ctrl Dly (s/v)	-	-	16.2	8.6	0
HCM Lane LOS	-	-	C	A	A
HCM 95th %tile Q(veh)	-	-	4.2	1.7	-

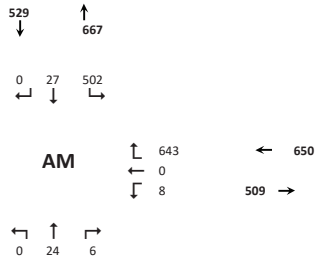
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 Background

	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	0	2	1	59	2	0	0	0	0	1	0	93	158	778
7:15-7:30	0	5	3	79	3	0	0	0	0	4	0	79	173	862
7:30-7:45	0	4	0	91	4	0	0	0	0	1	0	90	190	903
7:45-8:00	0	5	2	118	2	0	0	0	0	2	0	128	257	958
8:00-8:15	0	4	1	116	3	0	0	0	0	1	0	117	242	927
8:15-8:30	0	6	2	84	5	0	0	0	0	3	0	114	214	
8:30-8:45	0	4	1	79	5	0	0	0	0	1	0	155	245	
8:45-9:00	0	3	2	80	4	0	0	0	0	2	0	135	226	
AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM											
Volumes	0	19	6	397	15	0	0	0	0	7	0	514	958	
Season Factor	0	20	6	421	16	0	0	0	0	7	0	545	1015	
Growth	0	21	6	429	16	0	0	0	0	8	0	556	1036	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%		
In/Out				OUT								IN		
Volume	0	0	0	19	0	0	0	0	0	0	0	6	0	Celebration Pointe - 25%
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.5%		
In/Out		IN		OUT	OUT							IN		
Volume	0	4	0	11	11	0	0	0	0	0	0	4	0	Creekside
%	0.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	60.0%		
In/Out				IN								OUT		
Volume	0	0	0	8	0	0	0	0	0	0	0	24	0	4945 Edwards Road
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%		
In/Out				IN								OUT		
Volume	0	0	0	15	0	0	0	0	0	0	0	46	0	Viva at Treasure Coast East
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%		
In/Out				OUT								IN		
Volume	0	0	0	21	0	0	0	0	0	0	0	7	0	Viva at Treasure Coast West
Subtotal	0	4	0	73	11	0	0	0	0	0	0	87	0	
Total	0	24	6	502	27	0	0	0	0	8	0	643	1036	

Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 2

	Trips In	Trips Out
PROJECT	0	0
Celebration Pointe - 25%	128	383
Creekside	143	421
4945 Edwards Road	13	40
Viva at Treasure Coast East	21	66
Viva at Treasure Coast West	22	70

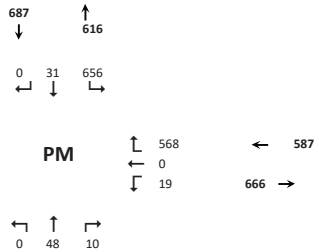


N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 Background

	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	0	4	3	84	6	0	0	0	0	6	0	110	213	951
4:15-4:30	0	8	2	97	4	0	0	0	0	4	0	106	221	996
4:30-4:45	0	9	4	136	8	0	0	0	0	5	0	102	264	1034
4:45-5:00	0	11	2	147	4	0	0	0	0	3	0	86	253	1009
5:00-5:15	0	8	1	119	5	0	0	0	0	6	0	119	258	980
5:15-5:30	0	7	2	111	6	0	0	0	0	4	0	129	259	
5:30-5:45	0	9	0	110	4	0	0	0	0	5	0	111	239	
5:45-6:00	0	7	2	103	5	0	0	0	0	4	0	103	224	
PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM											
Volumes	0	35	9	513	23	0	0	0	0	18	0	436	1034	
Season Factor	0	37	10	544	24	0	0	0	0	19	0	462	1096	
Growth	0	38	10	555	25	0	0	0	0	19	0	471	1118	
In/Out														
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	0	
SUBPROJECTS														
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%		
In/Out				OUT								IN		
Volume	0	0	0	11	0	0	0	0	0	0	0	20	0	Celebration Pointe - 25%
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0%	0%	0.0%	0.0%	0.0%	2.5%		
In/Out		IN		OUT	OUT							IN		
Volume	0	11	0	6	6	0	0	0	0	0	0	11	0	Creekside
%	0.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	60.0%	0	
In/Out				IN								OUT		
Volume	0	0	0	22	0	0	0	0	0	0	0	16	0	4945 Edwards Road
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%		
In/Out				IN								OUT		
Volume	0	0	0	48	0	0	0	0	0	0	0	28	0	Viva at Treasure Coast East
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	30.0%		
In/Out				OUT								IN		
Volume	0	0	0	13	0	0	0	0	0	0	0	22	0	Viva at Treasure Coast West
Subtotal	0	11	0	101	6	0	0	0	0	0	0	96	0	
Total	0	48	10	656	31	0	0	0	0	19	0	568	1118	

Seasonal Factor: 1.06
Growth Rate: 1.01
Years Grown: 2

	Trips In	Trips Out
PROJECT	0	0
Celebration Pointe - 25%	405	228
Creekside	426	256
4945 Edwards Road	37	26
Viva at Treasure Coast East	69	40
Viva at Treasure Coast West	73	43





Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	8	643	24	6	502	27
Future Volume (veh/h)	8	643	24	6	502	27
Number	3	18	2	12	1	6
Initial Q, veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Lanes Open During Work Zone						
Adj Sat Flow, veh/h/ln	1900	1856	1900	1900	1841	1796
Adj Flow Rate, veh/h	9	691	26	6	540	29
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	0	3	0	0	4	7
Opposing Right Turn Influence	Yes				Yes	
Cap, veh/h	543	747	448	103	817	988
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.30	0.30	0.30	0.30	0.17	0.55
Unsig. Movement Delay						
Ln Grp Delay, s/veh	14.8	32.1	0.0	15.2	13.1	6.2
Ln Grp LOS	B	C		B	B	A
Approach Vol, veh/h	700		32			569
Approach Delay, s/veh	31.9		15.2			12.7
Approach LOS	C		B			B

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	8			6		
Case No	1.2	8.0	9.0			4.0		
Phs Duration (G+Y+Rc), s	15.0	22.5	22.5			37.5		
Change Period (Y+Rc), s	4.5	4.5	4.5			4.5		
Max Green (Gmax), s	10.5	18.0	18.0			33.0		
Max Allow Headway (MAH), s	3.7	5.0	3.9			4.9		
Max Q Clear (g_c+I1), s	12.5	2.7	20.0			2.4		
Green Ext Time (g_e), s	0.0	0.1	0.0			0.1		
Prob of Phs Call (p_c)	1.00	1.00	1.00			1.00		
Prob of Max Out (p_x)	1.00	0.00	1.00			0.00		

Left-Turn Movement Data			
Assigned Mvmt	1	5	3
Mvmt Sat Flow, veh/h	1753	0	1810

Through Movement Data			
Assigned Mvmt		2	8
Mvmt Sat Flow, veh/h		1493	0

Right-Turn Movement Data			
Assigned Mvmt		12	18
Mvmt Sat Flow, veh/h		345	1572

Left Lane Group Data								
Assigned Mvmt	1	5	3	0	0	0	0	0

Lane Assignment	L (Pr/Pm)		L					
Lanes in Grp	1	0	1	0	0	0	0	0
Grp Vol (v), veh/h	540	0	9	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	1753	0	1810	0	0	0	0	0
Q Serve Time (g_s), s	10.5	0.0	0.2	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	10.5	0.0	0.2	0.0	0.0	0.0	0.0	0.0
Perm LT Sat Flow (s_l), veh/h/ln	1355	0	1810	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	20.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	17.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	5.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	18.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	817	0	543	0	0	0	0	0
V/C Ratio (X)	0.66	0.00	0.02	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	817	0	543	0	0	0	0	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	11.1	0.0	14.8	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	13.1	0.0	14.8	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	3.6	0.0	0.1	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.5	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.80	1.00	1.80	0.00	0.00	0.00	0.00	0.00
%ile Back of Q (95%), veh/ln	7.3	0.0	0.1	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.27	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	8	0	0	6	0	0
Lane Assignment						T		
Lanes in Grp	0	0	0	0	0	1	0	0
Grp Vol (v), veh/h	0	0	0	0	0	29	0	0
Grp Sat Flow (s), veh/h/ln	0	0	0	0	0	1796	0	0
Q Serve Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Lane Grp Cap (c), veh/h	0	0	0	0	0	988	0	0
V/C Ratio (X)	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.00
Avail Cap (c_a), veh/h	0	0	0	0	0	988	0	0
Upstream Filter (I)	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	0.0	0.0	0.0	0.0	6.2	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	0.0	0.0	0.0	0.0	6.2	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0

2nd-Term Q (Q2), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.80	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	18	0	0	16	0	0
Lane Assignment		T+R	R					
Lanes in Grp	0	1	1	0	0	0	0	0
Grp Vol (v), veh/h	0	32	691	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	0	1838	1572	0	0	0	0	0
Q Serve Time (g_s), s	0.0	0.7	18.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.7	18.0	0.0	0.0	0.0	0.0	0.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	1572.5	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	10.5	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	0.19	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	551	747	0	0	0	0	0
V/C Ratio (X)	0.00	0.06	0.93	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	0	551	747	0	0	0	0	0
Upstream Filter (I)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	15.0	14.8	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.2	17.3	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	15.2	32.1	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.3	6.4	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.0	3.6	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	1.52	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	0.5	15.2	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.02	0.28	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	23.1
HCM 7th LOS	C



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	19	568	48	10	656	31
Future Volume (veh/h)	19	568	48	10	656	31
Number	3	18	2	12	1	6
Initial Q, veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Lanes Open During Work Zone						
Adj Sat Flow, veh/h/ln	1811	1826	1900	1900	1841	1900
Adj Flow Rate, veh/h	20	598	51	11	691	33
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	6	5	0	0	4	0
Opposing Right Turn Influence	Yes				Yes	
Cap, veh/h	481	1004	144	31	869	1045
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.28	0.28	0.09	0.09	0.37	0.55
Unsig. Movement Delay						
Ln Grp Delay, s/veh	13.9	6.0	0.0	23.6	15.9	5.4
Ln Grp LOS	B	A		C	B	A
Approach Vol, veh/h	618		62			724
Approach Delay, s/veh	6.3		23.6			15.4
Approach LOS	A		C			B

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	8			6		
Case No	1.2	8.0	9.0			4.0		
Phs Duration (G+Y+Rc), s	24.0	9.5	19.2			33.5		
Change Period (Y+Rc), s	4.5	4.5	4.5			4.5		
Max Green (Gmax), s	20.5	18.0	18.0			43.0		
Max Allow Headway (MAH), s	3.7	5.0	3.9			4.9		
Max Q Clear (g_c+I1), s	19.0	3.7	13.7			2.4		
Green Ext Time (g_e), s	0.4	0.2	1.0			0.1		
Prob of Phs Call (p_c)	1.00	1.00	1.00			1.00		
Prob of Max Out (p_x)	1.00	0.00	0.88			0.00		

Left-Turn Movement Data								
Assigned Mvmt	1	5	3					
Mvmt Sat Flow, veh/h	1753	0	1725					

Through Movement Data								
Assigned Mvmt		2	8			6		
Mvmt Sat Flow, veh/h		1515	0			1900		

Right-Turn Movement Data								
Assigned Mvmt		12	18			16		
Mvmt Sat Flow, veh/h		327	1547			0		

Left Lane Group Data								
Assigned Mvmt	1	5	3	0	0	0	0	0

Lane Assignment	L (Pr/Pm)		L					
Lanes in Grp	1	0	1	0	0	0	0	0
Grp Vol (v), veh/h	691	0	20	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	1753	0	1725	0	0	0	0	0
Q Serve Time (g_s), s	17.0	0.0	0.4	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	17.0	0.0	0.4	0.0	0.0	0.0	0.0	0.0
Perm LT Sat Flow (s_l), veh/h/ln	1319	0	1725	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	3.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	869	0	481	0	0	0	0	0
V/C Ratio (X)	0.80	0.00	0.04	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	902	0	589	0	0	0	0	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	11.0	0.0	13.9	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	4.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	15.9	0.0	13.9	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	4.2	0.0	0.1	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	1.2	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.71	1.00	1.80	0.00	0.00	0.00	0.00	0.00
%ile Back of Q (95%), veh/ln	9.1	0.0	0.3	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	8	0	0	6	0	0
Lane Assignment						T		
Lanes in Grp	0	0	0	0	0	1	0	0
Grp Vol (v), veh/h	0	0	0	0	0	33	0	0
Grp Sat Flow (s), veh/h/ln	0	0	0	0	0	1900	0	0
Q Serve Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Lane Grp Cap (c), veh/h	0	0	0	0	0	1045	0	0
V/C Ratio (X)	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.00
Avail Cap (c_a), veh/h	0	0	0	0	0	1551	0	0
Upstream Filter (I)	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	0.0	0.0	0.0	0.0	5.4	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	0.0	0.0	0.0	0.0	5.4	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0

2nd-Term Q (Q2), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.80	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

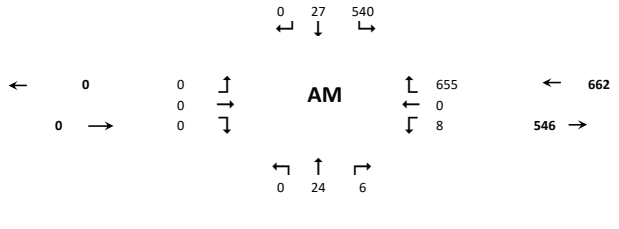
Right Lane Group Data								
Assigned Mvmt	0	12	18	0	0	16	0	0
Lane Assignment		T+R	R					
Lanes in Grp	0	1	1	0	0	0	0	0
Grp Vol (v), veh/h	0	62	598	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	0	1841	1547	0	0	0	0	0
Q Serve Time (g_s), s	0.0	1.7	11.7	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	1.7	11.7	0.0	0.0	0.0	0.0	0.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	1547.4	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	19.5	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	0.18	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	175	1004	0	0	0	0	0
V/C Ratio (X)	0.00	0.35	0.60	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	0	629	1101	0	0	0	0	0
Upstream Filter (I)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	22.3	5.3	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	1.2	0.7	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	23.6	6.0	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.6	1.5	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.2	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	1.80	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	1.2	3.2	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.04	0.06	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	11.7
HCM 7th LOS	B

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St. Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 Buildout

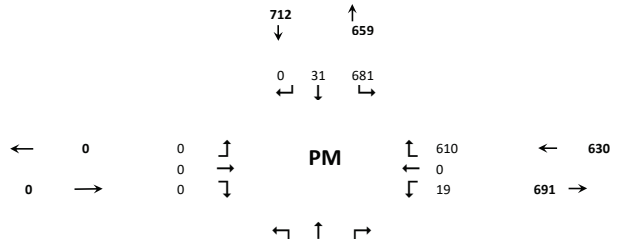
	Northbound			Southbound			Eastbound			Westbound				
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	2	1	59	2	0	0	0	0	1	0	93	158	778
7:15-7:30	0	5	3	79	3	0	0	0	0	4	0	79	173	862
7:30-7:45	0	4	0	91	4	0	0	0	0	1	0	90	190	903
7:45-8:00	0	5	2	118	2	0	0	0	0	2	0	128	257	958
8:00-8:15	0	4	1	116	3	0	0	0	0	1	0	117	242	927
8:15-8:30	0	6	2	84	5	0	0	0	0	3	0	114	214	
8:30-8:45	0	4	1	79	5	0	0	0	0	1	0	155	245	
8:45-9:00	0	3	2	80	4	0	0	0	0	2	0	135	226	



AM PEAK HOUR IS FROM:			7:45AM TO 8:45AM												
Volumes	0	19	6	397	15	0	0	0	0	7	0	514	958	Seasonal Factor: 1.06	
Season Factor	0	20	6	421	16	0	0	0	0	7	0	545	1015	Growth Rate: 1.01	
Growth	0	21	6	429	16	0	0	0	0	8	0	556	1036	Years Grown: 2	
In/Out				OUT								IN			
Percentage	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	30%			Trips In / Trips Out
PROJECT	0	0	0	37	0	0	0	0	0	0	0	12	50	Cornerstone	41 / 124
SUBPROJECTS															
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%			
In/Out				OUT								IN			
Volume	0	0	0	19	0	0	0	0	0	0	0	6	0	Celebration Pointe - 25%	128 / 383
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	2.5%			
In/Out		IN		OUT	OUT							IN			
Volume	0	4	0	11	11	0	0	0	0	0	0	4	0	Creekside	143 / 421
%	0.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	60.0%			
In/Out				IN								OUT			
Volume	0	0	0	8	0	0	0	0	0	0	0	24	0	4945 Edwards Road	13 / 40
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%			
In/Out				IN								OUT			
Volume	0	0	0	15	0	0	0	0	0	0	0	46	0	Viva at Treasure Coast East	21 / 66
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%			
In/Out				OUT								IN			
Volume	0	0	0	21	0	0	0	0	0	0	0	7	0	Viva at Treasure Coast West	22 / 70
Subtotal	0	4	0	73	11	0	0	0	0	0	0	87	0		
Total	0	24	6	540	27	0	0	0	0	8	0	655	1085		

N/S STREET: Jenkins Rd **E/W STREET**: Edwards Rd **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 5/6/2025 **DAY**: Tuesday **CITY**: St Lucie
REPORT DATE: 5/7/2025 **ANALYSIS YEAR**: 2027 Buildout

	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	0	4	3	84	6	0	0	0	0	6	0	110	213	951
4:15-4:30	0	8	2	97	4	0	0	0	0	4	0	106	221	996
4:30-4:45	0	9	4	136	8	0	0	0	0	5	0	102	264	1034
4:45-5:00	0	11	2	147	4	0	0	0	0	3	0	86	253	1009
5:00-5:15	0	8	1	119	5	0	0	0	0	6	0	119	258	980
5:15-5:30	0	7	2	111	6	0	0	0	0	4	0	129	259	
5:30-5:45	0	9	0	110	4	0	0	0	0	5	0	111	239	
5:45-6:00	0	7	2	103	5	0	0	0	0	4	0	103	224	



PM PEAK HOUR IS FROM:			4:30 PM TO 5:30PM												
Volumes	0	35	9	513	23	0	0	0	0	18	0	436	1034	Seasonal Factor: 1.06	
Season Factor	0	37	10	544	24	0	0	0	0	19	0	462	1096	Growth Rate: 1.01	
Growth	0	38	10	555	25	0	0	0	0	19	0	471	1118	Years Grown: 2	
In/Out				OUT								IN			
Percentage	0%	0%	0%	30%	0%	0%	0%	0%	0%	0%	0%	30%			Trips In / Trips Out
PROJECT	0	0	0	25	0	0	0	0	0	0	0	43	68	Cornerstone	142 / 83
SUBPROJECTS															
%	0.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	5.0%			
In/Out				OUT								IN			
Volume	0	0	0	11	0	0	0	0	0	0	0	20	0	Celebration Pointe - 25%	405 / 228
%	0.0%	2.5%	0.0%	2.5%	2.5%	0.0%	0%	0%	0.0%	0.0%	0.0%	2.5%			
In/Out		IN		OUT	OUT							IN			
Volume	0	11	0	6	6	0	0	0	0	0	0	11	0	Creekside	426 / 256
%	0.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	60.0%	0		
In/Out				IN								OUT			
Volume	0	0	0	22	0	0	0	0	0	0	0	16	0	4945 Edwards Road	37 / 26
%	0.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	70.0%			
In/Out				IN								OUT			
Volume	0	0	0	48	0	0	0	0	0	0	0	28	0	Viva at Treasure Coast East	69 / 40
%	0.0%	0.0%	0.0%	30.0%	0.0%	0.0%	0%	0%	0.0%	0.0%	0.0%	30.0%			
In/Out				OUT								IN			
Volume	0	0	0	13	0	0	0	0	0	0	0	22	0	Viva at Treasure Coast West	73 / 43
Subtotal	0	11	0	101	6	0	0	0	0	0	0	96	0		
Total	0	48	10	681	31	0	0	0	0	19	0	610	1186		



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	8	655	24	6	540	27
Future Volume (veh/h)	8	655	24	6	540	27
Number	3	18	2	12	1	6
Initial Q, veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Lanes Open During Work Zone						
Adj Sat Flow, veh/h/ln	1900	1856	1900	1900	1841	1796
Adj Flow Rate, veh/h	9	704	26	6	581	29
Peak Hour Factor	0.93	0.93	0.93	0.93	0.93	0.93
Percent Heavy Veh, %	0	3	0	0	4	7
Opposing Right Turn Influence	Yes				Yes	
Cap, veh/h	677	945	161	37	677	775
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.37	0.37	0.11	0.11	0.23	0.43
Unsig. Movement Delay						
Ln Grp Delay, s/veh	9.1	9.8	0.0	19.1	25.0	7.6
Ln Grp LOS	A	A		B	C	A
Approach Vol, veh/h	713		32			610
Approach Delay, s/veh	9.8		19.1			24.2
Approach LOS	A		B			C

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	8			6		
Case No	1.2	8.0	9.0			4.0		
Phs Duration (G+Y+Rc), s	15.0	9.5	21.9			24.5		
Change Period (Y+Rc), s	4.5	4.5	4.5			4.5		
Max Green (Gmax), s	10.5	18.0	18.0			33.0		
Max Allow Headway (MAH), s	3.7	5.0	3.9			4.9		
Max Q Clear (g_c+I1), s	12.5	2.7	17.0			2.4		
Green Ext Time (g_e), s	0.0	0.1	0.4			0.1		
Prob of Phs Call (p_c)	1.00	1.00	1.00			1.00		
Prob of Max Out (p_x)	1.00	0.00	1.00			0.00		

Left-Turn Movement Data			
Assigned Mvmt	1	5	3
Mvmt Sat Flow, veh/h	1753	0	1810

Through Movement Data			
Assigned Mvmt		2	8
Mvmt Sat Flow, veh/h		1493	0

Right-Turn Movement Data			
Assigned Mvmt		12	18
Mvmt Sat Flow, veh/h		345	1572

Left Lane Group Data								
Assigned Mvmt	1	5	3	0	0	0	0	0

Lane Assignment	L (Pr/Pm)		L					
Lanes in Grp	1	0	1	0	0	0	0	0
Grp Vol (v), veh/h	581	0	9	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	1753	0	1810	0	0	0	0	0
Q Serve Time (g_s), s	10.5	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	10.5	0.0	0.1	0.0	0.0	0.0	0.0	0.0
Perm LT Sat Flow (s_l), veh/h/ln	1355	0	1810	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	7.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	4.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	4.3	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	5.0	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	677	0	677	0	0	0	0	0
V/C Ratio (X)	0.86	0.00	0.01	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	677	0	703	0	0	0	0	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	14.3	0.0	9.1	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	10.7	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	25.0	0.0	9.1	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	3.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.68	1.00	1.80	0.00	0.00	0.00	0.00	0.00
%ile Back of Q (95%), veh/ln	9.8	0.0	0.1	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	8	0	0	6	0	0
Lane Assignment						T		
Lanes in Grp	0	0	0	0	0	1	0	0
Grp Vol (v), veh/h	0	0	0	0	0	29	0	0
Grp Sat Flow (s), veh/h/ln	0	0	0	0	0	1796	0	0
Q Serve Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Lane Grp Cap (c), veh/h	0	0	0	0	0	775	0	0
V/C Ratio (X)	0.00	0.00	0.00	0.00	0.00	0.04	0.00	0.00
Avail Cap (c_a), veh/h	0	0	0	0	0	1279	0	0
Upstream Filter (I)	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	0.0	0.0	0.0	0.0	7.6	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	0.0	0.0	0.0	0.0	7.6	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0

2nd-Term Q (Q2), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.80	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	18	0	0	16	0	0
Lane Assignment		T+R	R					
Lanes in Grp	0	1	1	0	0	0	0	0
Grp Vol (v), veh/h	0	32	704	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	0	1838	1572	0	0	0	0	0
Q Serve Time (g_s), s	0.0	0.7	15.0	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.7	15.0	0.0	0.0	0.0	0.0	0.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	1572.5	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	10.5	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	0.19	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	198	945	0	0	0	0	0
V/C Ratio (X)	0.00	0.16	0.75	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	0	714	967	0	0	0	0	0
Upstream Filter (I)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	18.8	6.7	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.4	3.1	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	19.1	9.8	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.3	2.0	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.0	0.8	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	1.80	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	0.5	5.0	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.02	0.09	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	16.5
HCM 7th LOS	B



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Volume (veh/h)	19	610	48	10	681	31
Future Volume (veh/h)	19	610	48	10	681	31
Number	3	18	2	12	1	6
Initial Q, veh	0	0	0	0	0	0
Lane Width Adj.	1.00	1.00	1.00	1.00	1.00	1.00
Ped-Bike Adj (A_pbT)	1.00	1.00		1.00	1.00	
Parking Bus Adj	1.00	1.00	1.00	1.00	1.00	1.00
Work Zone On Approach	No		No			No
Lanes Open During Work Zone						
Adj Sat Flow, veh/h/ln	1811	1826	1900	1900	1841	1900
Adj Flow Rate, veh/h	20	642	51	11	717	33
Peak Hour Factor	0.95	0.95	0.95	0.95	0.95	0.95
Percent Heavy Veh, %	6	5	0	0	4	0
Opposing Right Turn Influence	Yes				Yes	
Cap, veh/h	497	1044	108	23	864	1031
HCM Platoon Ratio	1.00	1.00	1.00	1.00	1.00	1.00
Prop Arrive On Green	0.29	0.29	0.07	0.07	0.39	0.54
Unsig. Movement Delay						
Ln Grp Delay, s/veh	13.6	5.7	0.0	26.3	18.5	5.7
Ln Grp LOS	B	A		C	B	A
Approach Vol, veh/h	662		62			750
Approach Delay, s/veh	5.9		26.3			17.9
Approach LOS	A		C			B

Timer:	1	2	3	4	5	6	7	8
Assigned Phs	1	2	8			6		
Case No	1.2	8.0	9.0			4.0		
Phs Duration (G+Y+Rc), s	25.0	8.3	19.8			33.3		
Change Period (Y+Rc), s	4.5	4.5	4.5			4.5		
Max Green (Gmax), s	20.5	18.0	18.0			43.0		
Max Allow Headway (MAH), s	3.7	5.0	4.0			4.9		
Max Q Clear (g_c+I1), s	20.5	3.7	14.2			2.4		
Green Ext Time (g_e), s	0.0	0.2	1.0			0.1		
Prob of Phs Call (p_c)	1.00	0.75	1.00			1.00		
Prob of Max Out (p_x)	1.00	0.00	1.00			0.00		

Left-Turn Movement Data								
Assigned Mvmt	1	5	3					
Mvmt Sat Flow, veh/h	1753	0	1725					

Through Movement Data								
Assigned Mvmt		2	8			6		
Mvmt Sat Flow, veh/h		1515	0			1900		

Right-Turn Movement Data								
Assigned Mvmt		12	18			16		
Mvmt Sat Flow, veh/h		327	1547			0		

Left Lane Group Data								
Assigned Mvmt	1	5	3	0	0	0	0	0

Lane Assignment	L (Pr/Pm)		L					
Lanes in Grp	1	0	1	0	0	0	0	0
Grp Vol (v), veh/h	717	0	20	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	1753	0	1725	0	0	0	0	0
Q Serve Time (g_s), s	18.5	0.0	0.4	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	18.5	0.0	0.4	0.0	0.0	0.0	0.0	0.0
Perm LT Sat Flow (s_l), veh/h/ln	1319	0	1725	0	0	0	0	0
Shared LT Sat Flow (s_sh), veh/h/ln	0	0	0	0	0	0	0	0
Perm LT Eff Green (g_p), s	5.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Serve Time (g_u), s	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Perm LT Q Serve Time (g_ps), s	2.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Time to First Blk (g_f), s	0.0	3.8	0.0	0.0	0.0	0.0	0.0	0.0
Serve Time pre Blk (g_fs), s	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Prop LT Inside Lane (P_L)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	864	0	497	0	0	0	0	0
V/C Ratio (X)	0.83	0.00	0.04	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	864	0	585	0	0	0	0	0
Upstream Filter (I)	1.00	0.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	11.7	0.0	13.6	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	6.8	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	18.5	0.0	13.6	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	4.7	0.0	0.1	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	1.6	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	1.65	1.00	1.80	0.00	0.00	0.00	0.00	0.00
%ile Back of Q (95%), veh/ln	10.4	0.0	0.3	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Middle Lane Group Data								
Assigned Mvmt	0	2	8	0	0	6	0	0
Lane Assignment						T		
Lanes in Grp	0	0	0	0	0	1	0	0
Grp Vol (v), veh/h	0	0	0	0	0	33	0	0
Grp Sat Flow (s), veh/h/ln	0	0	0	0	0	1900	0	0
Q Serve Time (g_s), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	0.0	0.0	0.0	0.0	0.4	0.0	0.0
Lane Grp Cap (c), veh/h	0	0	0	0	0	1031	0	0
V/C Ratio (X)	0.00	0.00	0.00	0.00	0.00	0.03	0.00	0.00
Avail Cap (c_a), veh/h	0	0	0	0	0	1541	0	0
Upstream Filter (I)	0.00	0.00	0.00	0.00	0.00	1.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	0.0	0.0	0.0	0.0	5.6	0.0	0.0
Incr Delay (d2), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	0.0	0.0	0.0	0.0	5.7	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.0	0.0	0.0	0.0	0.1	0.0	0.0

2nd-Term Q (Q2), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.00	1.00	0.00	0.00	1.80	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	0.0	0.0	0.0	0.0	0.2	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.00	0.00	0.00	0.00	0.01	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Right Lane Group Data								
Assigned Mvmt	0	12	18	0	0	16	0	0
Lane Assignment		T+R	R					
Lanes in Grp	0	1	1	0	0	0	0	0
Grp Vol (v), veh/h	0	62	642	0	0	0	0	0
Grp Sat Flow (s), veh/h/ln	0	1841	1547	0	0	0	0	0
Q Serve Time (g_s), s	0.0	1.7	12.2	0.0	0.0	0.0	0.0	0.0
Cycle Q Clear Time (g_c), s	0.0	1.7	12.2	0.0	0.0	0.0	0.0	0.0
Prot RT Sat Flow (s_R), veh/h/ln	0.0	0.0	1547.4	0.0	0.0	0.0	0.0	0.0
Prot RT Eff Green (g_R), s	0.0	0.0	20.5	0.0	0.0	0.0	0.0	0.0
Prop RT Outside Lane (P_R)	0.00	0.18	1.00	0.00	0.00	0.00	0.00	0.00
Lane Grp Cap (c), veh/h	0	131	1044	0	0	0	0	0
V/C Ratio (X)	0.00	0.47	0.62	0.00	0.00	0.00	0.00	0.00
Avail Cap (c_a), veh/h	0	625	1123	0	0	0	0	0
Upstream Filter (I)	0.00	1.00	1.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d1), s/veh	0.0	23.7	4.8	0.0	0.0	0.0	0.0	0.0
Incr Delay (d2), s/veh	0.0	2.7	0.9	0.0	0.0	0.0	0.0	0.0
Initial Q Delay (d3), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (d), s/veh	0.0	26.3	5.7	0.0	0.0	0.0	0.0	0.0
1st-Term Q (Q1), veh/ln	0.0	0.6	1.3	0.0	0.0	0.0	0.0	0.0
2nd-Term Q (Q2), veh/ln	0.0	0.1	0.3	0.0	0.0	0.0	0.0	0.0
3rd-Term Q (Q3), veh/ln	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
%ile Back of Q Factor (f_B%)	0.00	1.80	1.80	0.00	0.00	1.00	0.00	0.00
%ile Back of Q (95%), veh/ln	0.0	1.3	2.9	0.0	0.0	0.0	0.0	0.0
%ile Storage Ratio (RQ%)	0.00	0.04	0.05	0.00	0.00	0.00	0.00	0.00
Initial Q (Qb), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Final (Residual) Q (Qe), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Delay (ds), s/veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Q (Qs), veh	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Sat Cap (cs), veh/h	0	0	0	0	0	0	0	0
Initial Q Clear Time (tc), h	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

Intersection Summary	
HCM 7th Control Delay, s/veh	12.9
HCM 7th LOS	B

Notes
User approved pedestrian interval to be less than phase max green.

APPENDIX E

DRIVEWAY ANALYSIS

DE TRAFFIC

detraffic.com
(386) 341-4186
Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 1

Groups Printed- Automobiles - Commercial

	Jenkins Rd Southbound				Independence Classical Academy Westbound				Jenkins Rd Northbound				N/A 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	19	84	0	103	5	0	2	7	0	101	6	107	0	0	0	0	217
07:15 AM	60	101	0	161	16	0	12	28	0	88	30	118	0	0	0	0	307
07:30 AM	42	86	0	128	12	0	94	106	0	108	33	141	0	0	0	0	375
07:45 AM	43	89	0	132	21	0	78	99	0	125	26	151	0	0	0	0	382
Total	164	360	0	524	54	0	186	240	0	422	95	517	0	0	0	0	1281
08:00 AM	29	88	0	117	4	0	38	42	0	103	2	105	0	0	0	0	264
08:15 AM	10	89	0	99	3	0	15	18	0	114	6	120	0	0	0	0	237
08:30 AM	15	90	0	105	2	0	14	16	0	103	5	108	0	0	0	0	229
08:45 AM	20	70	0	90	2	0	14	16	0	79	6	85	0	0	0	0	191
Total	74	337	0	411	11	0	81	92	0	399	19	418	0	0	0	0	921
09:00 AM	5	98	0	103	4	0	8	12	0	90	4	94	0	0	0	0	209
09:15 AM	4	87	0	91	4	0	11	15	0	93	4	97	0	0	0	0	203
09:30 AM	4	84	0	88	6	0	10	16	0	71	3	74	0	0	0	0	178
09:45 AM	6	81	0	87	4	0	10	14	0	90	3	93	0	0	0	0	194
Total	19	350	0	369	18	0	39	57	0	344	14	358	0	0	0	0	784
10:00 AM	3	69	0	72	2	0	5	7	0	68	7	75	0	0	0	0	154
10:15 AM	4	85	0	89	2	0	8	10	0	80	6	86	0	0	0	0	185
10:30 AM	7	79	0	86	6	0	7	13	0	72	5	77	0	0	0	0	176
10:45 AM	5	67	0	72	4	0	12	16	0	81	5	86	0	0	0	0	174
Total	19	300	0	319	14	0	32	46	0	301	23	324	0	0	0	0	689
11:00 AM	8	84	0	92	8	0	5	13	0	85	5	90	0	0	0	0	195
11:15 AM	5	48	0	53	4	0	6	10	0	89	8	97	0	0	0	0	160
11:30 AM	8	88	0	96	5	0	18	23	0	80	9	89	0	0	0	0	208
11:45 AM	7	3	0	10	6	0	15	21	0	87	9	96	0	0	0	0	127
Total	28	223	0	251	23	0	44	67	0	341	31	372	0	0	0	0	690
12:00 PM	8	87	0	95	4	0	12	16	0	68	9	77	0	0	0	0	188
12:15 PM	10	103	0	113	8	0	4	12	0	99	9	108	0	0	0	0	233
12:30 PM	10	85	0	95	11	0	7	18	0	77	7	84	0	0	0	0	197
12:45 PM	16	109	0	125	18	0	6	24	0	88	9	97	0	0	0	0	246
Total	44	384	0	428	41	0	29	70	0	332	34	366	0	0	0	0	864
01:00 PM	12	88	0	100	8	0	6	14	0	84	7	91	0	0	0	0	205
01:15 PM	12	81	0	93	8	0	11	19	0	68	11	79	0	0	0	0	191
01:30 PM	25	68	0	93	18	0	24	42	0	87	11	98	0	0	0	0	233
01:45 PM	53	87	0	140	24	0	52	76	0	77	14	91	0	0	0	0	307
Total	102	324	0	426	58	0	93	151	0	316	43	359	0	0	0	0	936

DE TRAFFIC

detraffic.com
(386) 341-4186
Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 2

Groups Printed- Automobiles - Commercial

	Jenkins Rd Southbound				Independence Classical Academy Westbound				Jenkins Rd Northbound				N/A 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
02:00 PM	66	100	0	166	34	0	44	78	0	86	28	114	0	0	0	0	358
02:15 PM	52	79	0	131	26	0	52	78	0	99	25	124	0	0	0	0	333
02:30 PM	44	87	0	131	24	0	44	68	0	118	15	133	0	0	0	0	332
02:45 PM	35	97	0	132	16	0	36	52	0	102	14	116	0	0	0	0	300
Total	197	363	0	560	100	0	176	276	0	405	82	487	0	0	0	0	1323
03:00 PM	18	91	0	109	2	0	27	29	0	102	7	109	0	0	0	0	247
03:15 PM	13	75	0	88	5	0	13	18	0	91	7	98	0	0	0	0	204
03:30 PM	5	83	0	88	5	0	6	11	0	93	3	96	0	0	0	0	195
03:45 PM	8	119	0	127	1	0	14	15	0	105	2	107	0	0	0	0	249
Total	44	368	0	412	13	0	60	73	0	391	19	410	0	0	0	0	895
04:00 PM	7	111	0	118	0	0	5	5	0	117	3	120	0	0	0	0	243
04:15 PM	8	99	0	107	0	0	5	5	0	110	2	112	0	0	0	0	224
04:30 PM	2	106	0	108	0	0	7	7	0	100	3	103	0	0	0	0	218
04:45 PM	3	117	0	120	2	0	11	13	0	106	4	110	0	0	0	0	243
Total	20	433	0	453	2	0	28	30	0	433	12	445	0	0	0	0	928
05:00 PM	3	110	0	113	3	0	10	13	0	119	4	123	0	0	0	0	249
05:15 PM	9	127	0	136	3	0	8	11	0	111	1	112	0	0	0	0	259
05:30 PM	5	96	0	101	0	0	4	4	0	102	2	104	0	0	0	0	209
05:45 PM	6	79	0	85	0	0	7	7	0	91	3	94	0	0	0	0	186
Total	23	412	0	435	6	0	29	35	0	423	10	433	0	0	0	0	903
06:00 PM	7	87	0	94	0	0	6	6	0	77	1	78	0	0	0	0	178
06:15 PM	4	67	0	71	0	0	9	9	0	87	2	89	0	0	0	0	169
06:30 PM	10	46	0	56	0	0	6	6	0	68	4	72	0	0	0	0	134
06:45 PM	8	46	0	54	0	0	7	7	0	58	4	62	0	0	0	0	123
Total	29	246	0	275	0	0	28	28	0	290	11	301	0	0	0	0	604
Grand Total	763	4100	0	4863	340	0	825	1165	0	4397	393	4790	0	0	0	0	10818
Apprch %	15.7	84.3	0		29.2	0	70.8		0	91.8	8.2		0	0	0		
Total %	7.1	37.9	0	45	3.1	0	7.6	10.8	0	40.6	3.6	44.3	0	0	0	0	
Automobiles	675	3938	0	4613	340	0	724	1064	0	4210	364	4574	0	0	0	0	10251
% Automobiles	88.5	96	0	94.9	100	0	87.8	91.3	0	95.7	92.6	95.5	0	0	0	0	94.8
Commercial	88	162	0	250	0	0	101	101	0	187	29	216	0	0	0	0	567
% Commercial	11.5	4	0	5.1	0	0	12.2	8.7	0	4.3	7.4	4.5	0	0	0	0	5.2

DE TRAFFIC

detraffic.com
(386) 341-4186
Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 3

	Jenkins Rd Southbound				Independence Classical Academy Westbound				Jenkins Rd Northbound				N/A 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
Peak Hour Analysis From 07:00 AM to 09:45 AM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 07:15 AM																	
07:15 AM	60	101	0	161	16	0	12	28	0	88	30	118	0	0	0	0	307
07:30 AM	42	86	0	128	12	0	94	106	0	108	33	141	0	0	0	0	375
07:45 AM	43	89	0	132	21	0	78	99	0	125	26	151	0	0	0	0	382
08:00 AM	29	88	0	117	4	0	38	42	0	103	2	105	0	0	0	0	264
Total Volume	174	364	0	538	53	0	222	275	0	424	91	515	0	0	0	0	1328
% App. Total	32.3	67.7	0		19.3	0	80.7		0	82.3	17.7		0	0	0		
PHF	.725	.901	.000	.835	.631	.000	.590	.649	.000	.848	.689	.853	.000	.000	.000	.000	.869
Automobiles	156	352	0	508	53	0	202	255	0	405	89	494	0	0	0	0	1257
% Automobiles	89.7	96.7	0	94.4	100	0	91.0	92.7	0	95.5	97.8	95.9	0	0	0	0	94.7
Commercial	18	12	0	30	0	0	20	20	0	19	2	21	0	0	0	0	71
% Commercial	10.3	3.3	0	5.6	0	0	9.0	7.3	0	4.5	2.2	4.1	0	0	0	0	5.3

DE TRAFFIC

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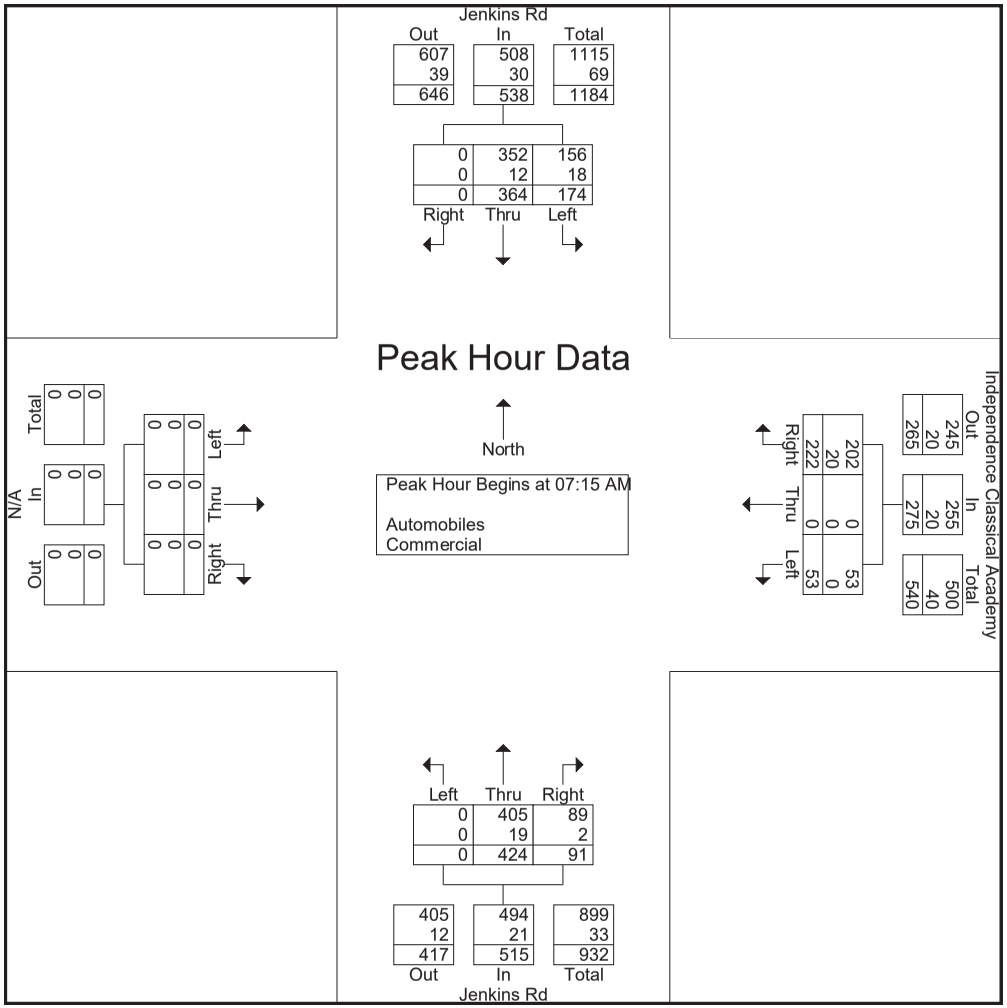
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 4



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(386) 341-4186
Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 5

	Jenkins Rd Southbound				Independence Classical Academy Westbound				Jenkins Rd Northbound				N/A 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
Peak Hour Analysis From 10:00 AM to 01:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 01:00 PM																	
01:00 PM	12	88	0	100	8	0	6	14	0	84	7	91	0	0	0	0	205
01:15 PM	12	81	0	93	8	0	11	19	0	68	11	79	0	0	0	0	191
01:30 PM	25	68	0	93	18	0	24	42	0	87	11	98	0	0	0	0	233
01:45 PM	53	87	0	140	24	0	52	76	0	77	14	91	0	0	0	0	307
Total Volume	102	324	0	426	58	0	93	151	0	316	43	359	0	0	0	0	936
% App. Total	23.9	76.1	0		38.4	0	61.6		0	88	12		0	0	0		
PHF	.481	.920	.000	.761	.604	.000	.447	.497	.000	.908	.768	.916	.000	.000	.000	.000	.762
Automobiles	94	311	0	405	58	0	88	146	0	301	39	340	0	0	0	0	891
% Automobiles	92.2	96.0	0	95.1	100	0	94.6	96.7	0	95.3	90.7	94.7	0	0	0	0	95.2
Commercial	8	13	0	21	0	0	5	5	0	15	4	19	0	0	0	0	45
% Commercial	7.8	4.0	0	4.9	0	0	5.4	3.3	0	4.7	9.3	5.3	0	0	0	0	4.8

DE TRAFFIC

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Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
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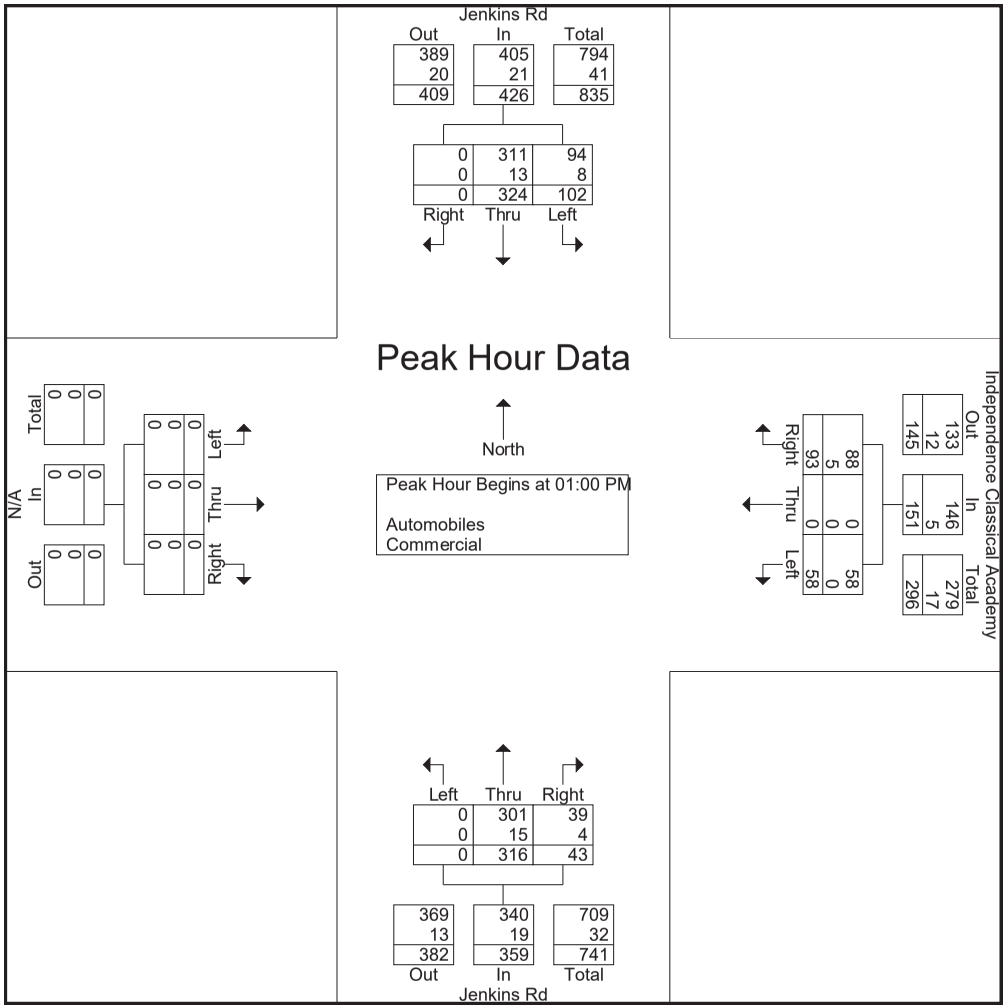

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Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 7

	Jenkins Rd Southbound				Independence Classical Academy Westbound				Jenkins Rd Northbound				N/A 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
Peak Hour Analysis From 02:00 PM to 06:45 PM - Peak 1 of 1																	
Peak Hour for Entire Intersection Begins at 02:00 PM																	
02:00 PM	66	100	0	166	34	0	44	78	0	86	28	114	0	0	0	0	358
02:15 PM	52	79	0	131	26	0	52	78	0	99	25	124	0	0	0	0	333
02:30 PM	44	87	0	131	24	0	44	68	0	118	15	133	0	0	0	0	332
02:45 PM	35	97	0	132	16	0	36	52	0	102	14	116	0	0	0	0	300
Total Volume	197	363	0	560	100	0	176	276	0	405	82	487	0	0	0	0	1323
% App. Total	35.2	64.8	0		36.2	0	63.8		0	83.2	16.8		0	0	0		
PHF	.746	.908	.000	.843	.735	.000	.846	.885	.000	.858	.732	.915	.000	.000	.000	.000	.924
Automobiles	191	352	0	543	100	0	169	269	0	395	78	473	0	0	0	0	1285
% Automobiles	97.0	97.0	0	97.0	100	0	96.0	97.5	0	97.5	95.1	97.1	0	0	0	0	97.1
Commercial	6	11	0	17	0	0	7	7	0	10	4	14	0	0	0	0	38
% Commercial	3.0	3.0	0	3.0	0	0	4.0	2.5	0	2.5	4.9	2.9	0	0	0	0	2.9

DE TRAFFIC

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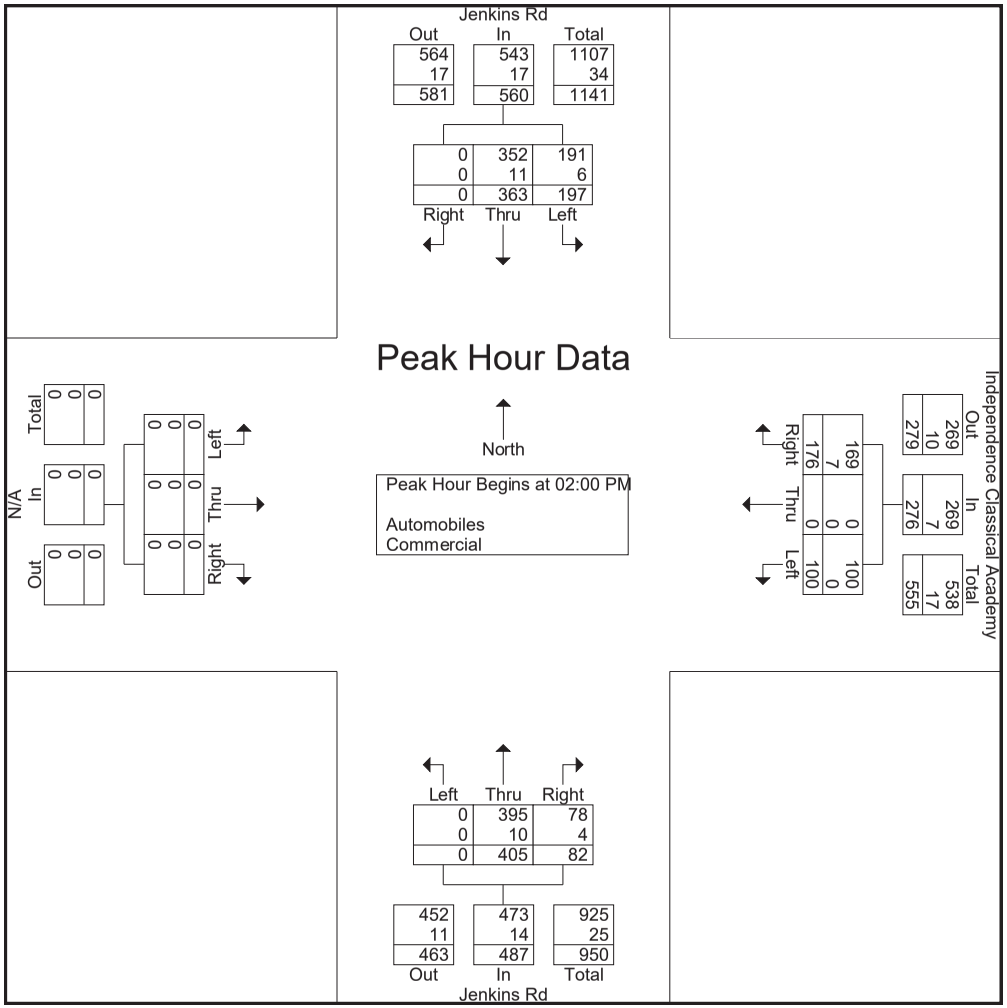
(386) 341-4186
Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
Page No : 8



DE TRAFFIC

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Jenkins Rd at Independence Classical Academy
St. Lucie County, Fl

File Name : Jenkins at Independence
Site Code : 00000108
Start Date : 5/29/2025
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Groups Printed- Peds

	Jenkins Rd Southbound					Independence Classical Academy Westbound					Jenkins Rd Northbound					N/A Eastbound					
Start Time	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Int. Total
08:00 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
08:15 AM	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
08:45 AM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	5	5	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5
05:30 PM	0	0	0	0	0	0	0	0	0	0	0	0	0	2	2	0	0	0	0	0	2
05:45 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	1	1	0	0	0	0	0	2
Total	0	0	0	1	1	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	4
06:15 PM	0	0	0	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2
06:30 PM	0	0	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1
Total	0	0	0	3	3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	3
Grand Total	0	0	0	9	9	0	0	0	0	0	0	0	0	3	3	0	0	0	0	0	12
Apprch %	0	0	0	100		0	0	0	0		0	0	0	100		0	0	0	0		
Total %	0	0	0	75	75	0	0	0	0	0	0	0	0	25	25	0	0	0	0	0	



NB Approach



SB Approach



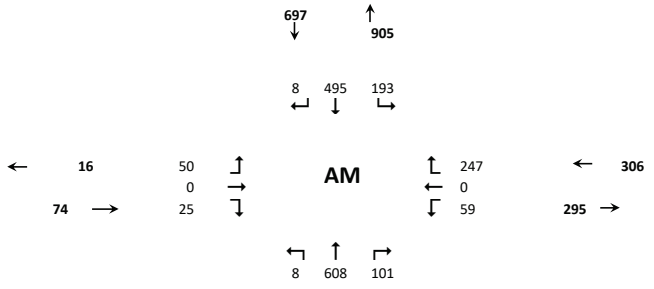
WB Approach

detraffic	Jenkins Rd at Independence Classical Academy	St. Lucie County
detraffic.com		Project Number: O25-17 / Sheet Number: 1
9239 Outlook Rock Trl. Windermere Fl. 34786		

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd
E/W STREET: Driveway 1
CONTROL: TWSC
FILENAME:
COUNT DATE: 5/29/2025
DAY: Thursday
CITY: St. Lucie
REPORT DATE: 6/13/2025
ANALYSIS YEAR: 2027
Buildout

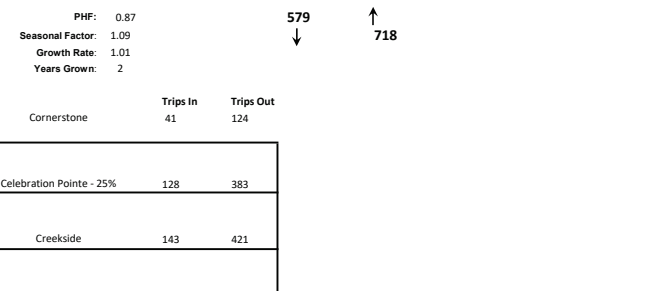
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	101	6	19	84	0	0	0	0	5	0	2	217	1281
7:15-7:30	0	88	30	60	101	0	0	0	0	16	0	12	307	1328
7:30-7:45	0	108	33	42	86	0	0	0	0	12	0	94	375	1258
7:45-8:00	0	125	26	43	89	0	0	0	0	21	0	78	382	1112
8:00-8:15	0	103	2	29	88	0	0	0	0	4	0	38	264	921
8:15-8:30	0	114	6	10	89	0	0	0	0	3	0	15	237	
8:30-8:45	0	103	5	15	90	0	0	0	0	2	0	14	229	
8:45-9:00	0	79	6	20	70	0	0	0	0	2	0	14	191	



AM PEAK HOUR IS FROM:														
Volumes	0	424	91	174	364	0	0	0	0	53	0	222	1328	
Season Factor	0	462	99	190	397	0	0	0	0	58	0	242	1448	
Growth	0	471	101	193	405	0	0	0	0	59	0	247	1477	
In/Out	IN	IN			OUT	IN	OUT		OUT					
Percentage	20%	10%	0%	0%	10%	20%	40%	0%	20%	0%	0%	0%		
PROJECT	8	4	0	0	12	8	50	0	25	0	0	0	107	
SUBPROJECTS														
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	6	0	0	19	0	0	0	0	0	0	0	0	
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	7	0	0	21	0	0	0	0	0	0	0	0	
%	0.0%	60.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	24	0	0	8	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	46	0	0	15	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	49	0	0	15	0	0	0	0	0	0	0	0	
Subtotal	0	133	0	0	78	0	0	0	0	0	0	0	0	
Total	8	608	101	193	495	8	50	0	25	59	0	247	1584	

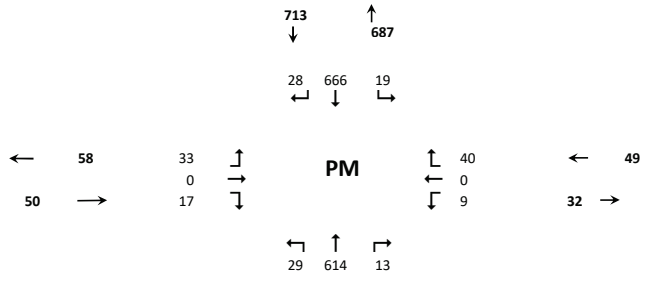
PHF: 0.87
Seasonal Factor: 1.09
Growth Rate: 1.01
Years Grown: 2

	Trips In	Trips Out
Cornerstone	41	124
Celebration Pointe - 25%	128	383
Creekside	143	421
4945 Edwards Road	13	40
Viva at Treasure Coast East	21	66
Viva at Treasure Coast West	22	70



N/S STREET: Jenkins Rd
E/W STREET: Driveway 1
CONTROL: Unsignalized
FILENAME:
COUNT DATE: 5/29/2025
DAY: Thursday
CITY: St Lucie
REPORT DATE: 6/13/2025
ANALYSIS YEAR: 2027
Buildout

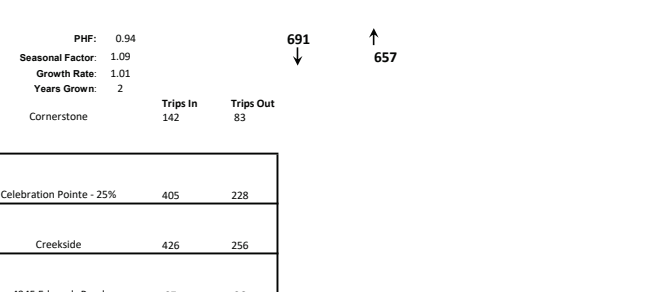
15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	0	117	3	7	111	0	0	0	0	0	0	5	243	928
4:15-4:30	0	110	2	8	99	0	0	0	0	0	0	5	224	934
4:30-4:45	0	100	3	2	106	0	0	0	0	0	0	7	218	969
4:45-5:00	0	106	4	3	117	0	0	0	0	2	0	11	243	960
5:00-5:15	0	119	4	3	110	0	0	0	0	3	0	10	249	903
5:15-5:30	0	111	1	9	127	0	0	0	0	3	0	8	259	
5:30-5:45	0	102	2	5	96	0	0	0	0	0	0	4	209	
5:45-6:00	0	91	3	6	79	0	0	0	0	0	0	7	186	



PM PEAK HOUR IS FROM:	4:30 PM TO 5:30PM													
Volumes	0	436	12	17	460	0	0	0	0	8	0	36	969	
Season Factor	0	475	13	19	501	0	0	0	0	9	0	39	1056	
Growth	0	485	13	19	511	0	0	0	0	9	0	40	1077	
In/Out	IN	IN			OUT	IN	OUT		OUT					
Percentage	20%	10%	0%	0%	10%	20%	40%	0%	20%	0%	0%	0%		
PROJECT	29	14	0	0	8	28	33	0	17	0	0	0	130	
SUBPROJECTS														
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	20	0	0	11	0	0	0	0	0	0	0	0	
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	21	0	0	13	0	0	0	0	0	0	0	0	
%	0.0%	60.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	
In/Out		OUT			IN									
Volume	0	16	0	0	22	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	28	0	0	48	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	30	0	0	51	0	0	0	0	0	0	0	0	
Subtotal	0	115	0	0	146	0	0	0	0	0	0	0	0	
Total	29	614	13	19	666	28	33	0	17	9	0	40	1208	

PHF: 0.94
Seasonal Factor: 1.09
Growth Rate: 1.01
Years Grown: 2

	Trips In	Trips Out
Cornerstone	142	83
Celebration Pointe - 25%	405	228
Creekside	426	256
4945 Edwards Road	37	26
Viva at Treasure Coast East	69	40
Viva at Treasure Coast West	73	43



Intersection	
Int Delay, s/veh	6.7

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	50	0	25	59	0	247	8	608	101	193	495	8
Future Vol, veh/h	50	0	25	59	0	247	8	608	101	193	495	8
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	0	-	-	250	-	200	400	-	200
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	87	87	87	87	87	87	87	87	87	87	87	87
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	57	0	29	68	0	284	9	699	116	222	569	9

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1730	1846	569	1730	1739	699	578	0	0	815	0	0
Stage 1	1013	1013	-	717	717	-	-	-	-	-	-	-
Stage 2	717	833	-	1013	1022	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	69	75	522	69	87	440	995	-	-	812	-	-
Stage 1	288	317	-	421	433	-	-	-	-	-	-	-
Stage 2	421	384	-	288	313	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	~ 18	54	522	~ 47	63	440	995	-	-	812	-	-
Mov Cap-2 Maneuver	-	109	-	136	157	-	-	-	-	-	-	-
Stage 1	209	230	-	417	429	-	-	-	-	-	-	-
Stage 2	148	380	-	198	228	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v		32.3	0.1	3.07
HCM LOS	-	D		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	995	-	-	-	522	136	440	812	-	-
HCM Lane V/C Ratio	0.009	-	-	-	0.055	0.497	0.645	0.273	-	-
HCM Ctrl Dly (s/v)	8.7	-	-	-	12.3	55	26.9	11.1	-	-
HCM Lane LOS	A	-	-	-	B	F	D	B	-	-
HCM 95th %tile Q(veh)	0	-	-	-	0.2	2.3	4.4	1.1	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	33	0	17	9	0	40	29	614	13	19	666	28
Future Vol, veh/h	33	0	17	9	0	40	29	614	13	19	666	28
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	0	-	-	250	-	200	400	-	200
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	94	94	94	94	94	94	94	94	94	94	94	94
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	35	0	18	10	0	43	31	653	14	20	709	30

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1464	1478	709	1464	1494	653	738	0	0	667	0	0
Stage 1	749	749	-	715	715	-	-	-	-	-	-	-
Stage 2	715	729	-	749	779	-	-	-	-	-	-	-
Critical Hdwy	7.12	6.52	6.22	7.12	6.52	6.22	4.12	-	-	4.12	-	-
Critical Hdwy Stg 1	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.12	5.52	-	6.12	5.52	-	-	-	-	-	-	-
Follow-up Hdwy	3.518	4.018	3.318	3.518	4.018	3.318	2.218	-	-	2.218	-	-
Pot Cap-1 Maneuver	106	126	434	106	123	467	868	-	-	923	-	-
Stage 1	404	419	-	422	435	-	-	-	-	-	-	-
Stage 2	422	428	-	404	406	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	91	119	434	96	116	467	868	-	-	923	-	-
Mov Cap-2 Maneuver	211	237	-	215	231	-	-	-	-	-	-	-
Stage 1	395	410	-	407	419	-	-	-	-	-	-	-
Stage 2	370	413	-	379	397	-	-	-	-	-	-	-

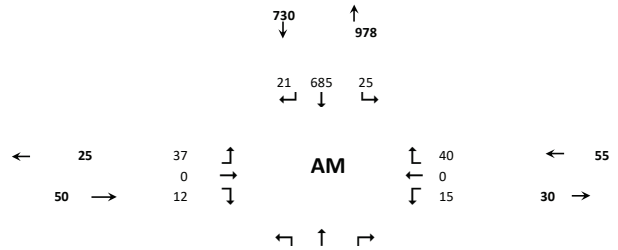
Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	21.45	15.14	0.41	0.24
HCM LOS	C	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	WBLn2	SBL	SBT	SBR
Capacity (veh/h)	868	-	-	211	434	215	467	923	-	-
HCM Lane V/C Ratio	0.036	-	-	0.167	0.042	0.045	0.091	0.022	-	-
HCM Ctrl Dly (s/v)	9.3	-	-	25.5	13.6	22.6	13.5	9	-	-
HCM Lane LOS	A	-	-	D	B	C	B	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0.1	0.1	0.3	0.1	-	-

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: Jenkins Rd **E/W STREET**: Driveway 2 **CONTROL**: TWSC
FILENAME:
COUNT DATE: 5/29/2025 **DAY**: Thursday **CITY**: St. Lucie
REPORT DATE: 6/13/2025 **ANALYSIS YEAR**: 2027 Buildout

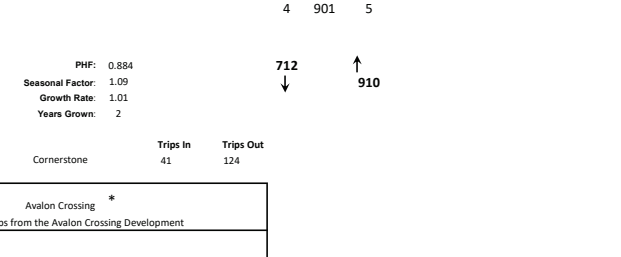
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	0	103	0	0	103	0	0	0	0	0	0	0	206	1132
7:15-7:30	0	100	0	0	161	0	0	0	0	0	0	0	261	1184
7:30-7:45	0	202	0	0	128	0	0	0	0	0	0	0	330	1151
7:45-8:00	0	203	0	0	132	0	0	0	0	0	0	0	335	1043
8:00-8:15	0	141	0	0	117	0	0	0	0	0	0	0	258	891
8:15-8:30	0	129	0	0	99	0	0	0	0	0	0	0	228	
8:30-8:45	0	117	0	0	105	0	0	0	0	0	0	0	222	
8:45-9:00	0	93	0	0	90	0	0	0	0	0	0	0	183	



AM PEAK HOUR IS FROM: **PHF**: 0.884

Volumes	0	646	0	0	538	0	0	0	0	0	0	0	1184	
Season Factor	0	704	0	0	586	0	0	0	0	0	0	0	1291	
Growth	0	718	0	0	598	0	0	0	0	0	0	0	1317	
In/Out	IN	OUT			IN	IN	OUT		OUT					
Percentage	10%	40%	0%	0%	20%	50%	30%	0%	10%	0%	0%	0%		
PROJECT	4	50	0	0	8	21	37	0	12	0	0	0	132	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%		
In/Out														
Volume	0	0	5	25	0	0	0	0	0	15	0	40	0	
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	6	0	0	19	0	0	0	0	0	0	0	0	
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	7	0	0	21	0	0	0	0	0	0	0	0	
%	0.0%	60.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	24	0	0	8	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	46	0	0	15	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	49	0	0	15	0	0	0	0	0	0	0	0	
Subtotal	0	133	5	25	78	0	0	0	0	15	0	40	0	
Total	4	901	5	25	685	21	37	0	12	15	0	40	1449	

	Trips In	Trips Out
Cornerstone	41	124
Avalon Crossing *		
Celebration Pointe - 25%	128	383
Creekside	143	421
4945 Edwards Road	13	40
Viva at Treasure Coast East	21	66
Viva at Treasure Coast West	22	70

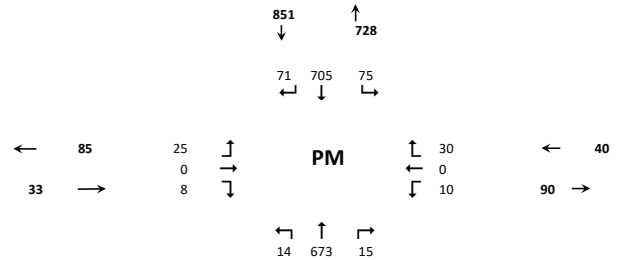


Seasonal Factor: 1.09
Growth Rate: 1.01
Years Grown: 2

* Estimated Trips from the Avalon Crossing Development

N/S STREET: Jenkins Rd **E/W STREET**: Driveway 2 **CONTROL**: Unsignalized
FILENAME:
COUNT DATE: 5/29/2025 **DAY**: Thursday **CITY**: St Lucie
REPORT DATE: 6/13/2025 **ANALYSIS YEAR**: 2027 Buildout

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	123	0	0	118	0	0	0	0	0	0	0	241	915
4:15-4:30	0	115	0	0	107	0	0	0	0	0	0	0	222	916
4:30-4:45	0	107	0	0	108	0	0	0	0	0	0	0	215	949
4:45-5:00	0	117	0	0	120	0	0	0	0	0	0	0	237	941
5:00-5:15	0	129	0	0	113	0	0	0	0	0	0	0	242	887
5:15-5:30	0	119	0	0	136	0	0	0	0	0	0	0	255	
5:30-5:45	0	106	0	0	101	0	0	0	0	0	0	0	207	
5:45-6:00	0	98	0	0	85	0	0	0	0	0	0	0	183	



PM PEAK HOUR IS FROM: **4:30 PM TO 5:30PM** **PHF**: 0.93

Volumes	0	472	0	0	477	0	0	0	0	0	0	0	949	
Season Factor	0	514	0	0	520	0	0	0	0	0	0	0	1034	
Growth	0	525	0	0	530	0	0	0	0	0	0	0	1055	
In/Out	IN	OUT			IN	IN	OUT		OUT					
Percentage	10%	40%	0%	0%	20%	50%	30%	0%	10%	0%	0%	0%		
PROJECT	14	33	0	0	28	71	25	0	8	0	0	0	180	
SUBPROJECTS														
%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0.0%		
In/Out														
Volume	0	0	15	75	0	0	0	0	0	10	0	30	0	
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	20	0	0	11	0	0	0	0	0	0	0	0	
%	0.0%	5.0%	0.0%	0.0%	5.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		IN			OUT									
Volume	0	21	0	0	13	0	0	0	0	0	0	0	0	
%	0.0%	60.0%	0.0%	0.0%	60.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0	
In/Out		OUT			IN									
Volume	0	16	0	0	22	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	28	0	0	48	0	0	0	0	0	0	0	0	
%	0.0%	70.0%	0.0%	0.0%	70.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%		
In/Out		OUT			IN									
Volume	0	30	0	0	51	0	0	0	0	0	0	0	0	
Subtotal	0	115	15	75	146	0	0	0	0	10	0	30	0	
Total	14	673	15	75	705	71	25	0	8	10	0	30	1235	

	Trips In	Trips Out
Cornerstone	142	83
Avalon Crossing *		
Celebration Pointe - 25%	405	228
Creekside	426	256
4945 Edwards Road	37	26
Viva at Treasure Coast East	69	40
Viva at Treasure Coast West	73	43

Seasonal Factor: 1.09
Growth Rate: 1.01
Years Grown: 2

* Estimated Trips from the Avalon Crossing Development

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	37	0	12	15	0	40	4	901	5	25	685	21
Future Vol, veh/h	37	0	12	15	0	40	4	901	5	25	685	21
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	250	-	250	250	-	250
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	88	88	88	88	88	88	88	88	88	88	88	88
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	42	0	14	17	0	45	5	1024	6	28	778	24

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1868	1874	389	1479	1892	1024	802	0	0	1030	0	0
Stage 1	835	835	-	1033	1033	-	-	-	-	-	-	-
Stage 2	1033	1039	-	446	859	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	50	71	610	95	70	285	819	-	-	673	-	-
Stage 1	329	382	-	280	309	-	-	-	-	-	-	-
Stage 2	280	307	-	562	372	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	~ 40	68	610	89	66	285	819	-	-	673	-	-
Mov Cap-2 Maneuver	131	174	-	201	180	-	-	-	-	-	-	-
Stage 1	315	366	-	278	307	-	-	-	-	-	-	-
Stage 2	234	305	-	526	357	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	36.74	23.55	0.04	0.36
HCM LOS	E	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	819	-	-	131	610	256	673	-	-
HCM Lane V/C Ratio	0.006	-	-	0.322	0.022	0.244	0.042	-	-
HCM Ctrl Dly (s/v)	9.4	-	-	45.1	11	23.5	10.6	-	-
HCM Lane LOS	A	-	-	E	B	C	B	-	-
HCM 95th %tile Q(veh)	0	-	-	1.3	0.1	0.9	0.1	-	-

Notes	
~: Volume exceeds capacity	$: Delay exceeds 300s
+: Computation Not Defined	*: All major volume in platoon

Intersection	
Int Delay, s/veh	1.5

Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Vol, veh/h	25	0	8	10	0	30	14	673	15	75	705	71
Future Vol, veh/h	25	0	8	10	0	30	14	673	15	75	705	71
Conflicting Peds, #/hr	0	0	0	0	0	0	0	0	0	0	0	0
Sign Control	Stop	Stop	Stop	Stop	Stop	Stop	Free	Free	Free	Free	Free	Free
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	0	-	-	-	-	-	250	-	250	250	-	250
Veh in Median Storage, #	-	1	-	-	1	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	93	93	93	93	93	93	93	93	93	93	93	93
Heavy Vehicles, %	2	2	2	2	2	2	2	2	2	2	2	2
Mvmt Flow	27	0	9	11	0	32	15	724	16	81	758	76

Major/Minor	Minor2			Minor1			Major1			Major2		
Conflicting Flow All	1673	1689	379	1294	1749	724	834	0	0	740	0	0
Stage 1	919	919	-	754	754	-	-	-	-	-	-	-
Stage 2	754	770	-	540	996	-	-	-	-	-	-	-
Critical Hdwy	7.33	6.53	6.93	7.33	6.53	6.23	4.13	-	-	4.13	-	-
Critical Hdwy Stg 1	6.53	5.53	-	6.13	5.53	-	-	-	-	-	-	-
Critical Hdwy Stg 2	6.13	5.53	-	6.53	5.53	-	-	-	-	-	-	-
Follow-up Hdwy	3.519	4.019	3.319	3.519	4.019	3.319	2.219	-	-	2.219	-	-
Pot Cap-1 Maneuver	69	93	620	129	85	425	797	-	-	865	-	-
Stage 1	293	349	-	401	416	-	-	-	-	-	-	-
Stage 2	401	409	-	494	321	-	-	-	-	-	-	-
Platoon blocked, %								-	-		-	-
Mov Cap-1 Maneuver	57	83	620	113	76	425	797	-	-	865	-	-
Mov Cap-2 Maneuver	151	183	-	238	183	-	-	-	-	-	-	-
Stage 1	265	316	-	393	408	-	-	-	-	-	-	-
Stage 2	363	401	-	442	292	-	-	-	-	-	-	-

Approach	EB	WB	NB	SB
HCM Ctrl Dly, s/v	28.4	16.52	0.19	0.85
HCM LOS	D	C		

Minor Lane/Major Mvmt	NBL	NBT	NBR	EBLn1	EBLn2	WBLn1	SBL	SBT	SBR
Capacity (veh/h)	797	-	-	151	620	355	865	-	-
HCM Lane V/C Ratio	0.019	-	-	0.178	0.014	0.121	0.093	-	-
HCM Ctrl Dly (s/v)	9.6	-	-	34	10.9	16.5	9.6	-	-
HCM Lane LOS	A	-	-	D	B	C	A	-	-
HCM 95th %tile Q(veh)	0.1	-	-	0.6	0	0.4	0.3	-	-

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

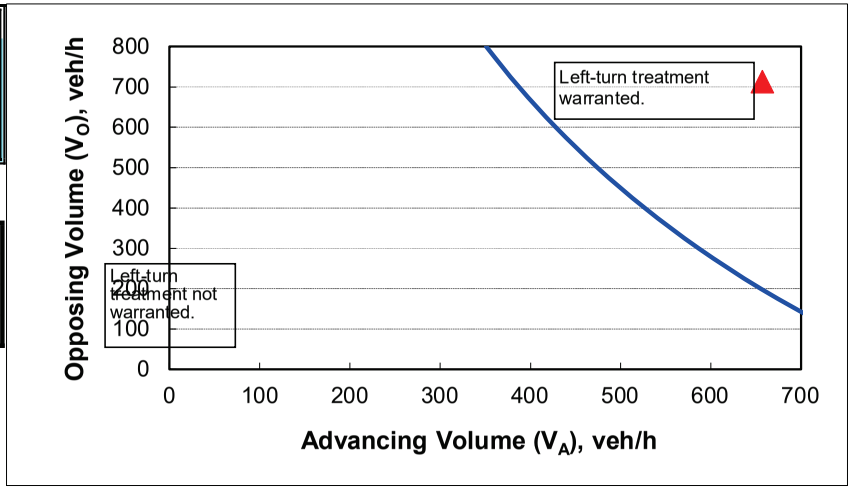
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	4%
Advancing volume (V_A), veh/h:	657
Opposing volume (V_O), veh/h:	713

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	382
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Source: National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide

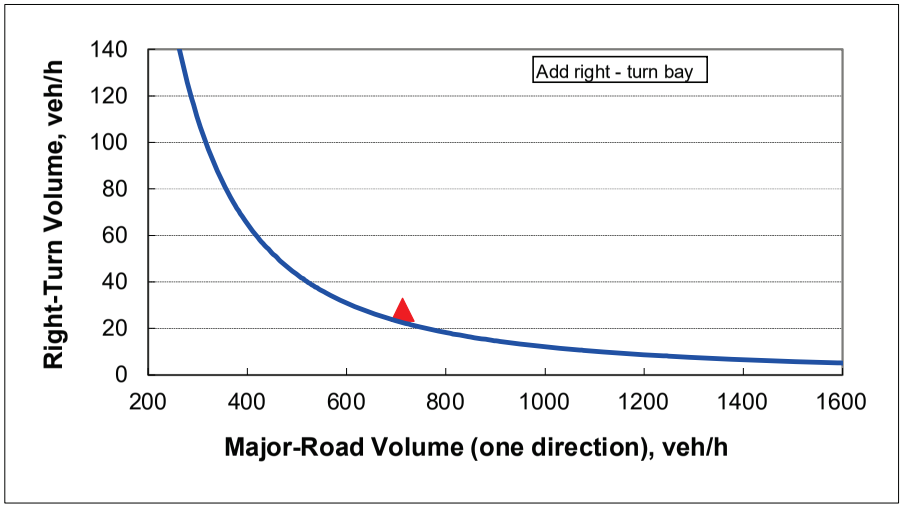
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	713
Right-turn volume, veh/h:	28

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	23
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Add right-turn bay.	



Source: National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide

Figure 2 - 5. Guideline for determining the need for a major-road left-turn bay at a two-way stop-controlled intersection.

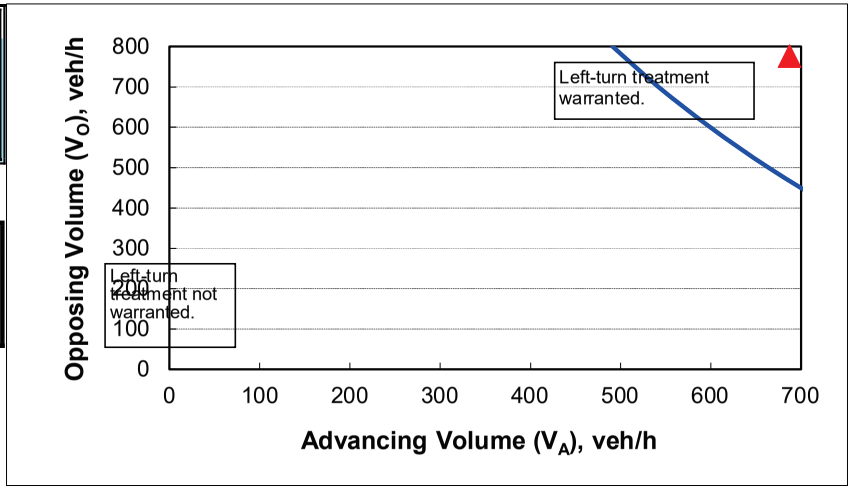
2-lane roadway (English)

INPUT

Variable	Value
85th percentile speed, mph:	45
Percent of left-turns in advancing volume (V_A), %:	2%
Advancing volume (V_A), veh/h:	687
Opposing volume (V_O), veh/h:	776

OUTPUT

Variable	Value
Limiting advancing volume (V_A), veh/h:	503
Guidance for determining the need for a major-road left-turn bay:	
Left-turn treatment warranted.	



CALIBRATION CONSTANTS

Variable	Value
Average time for making left-turn, s:	3.0
Critical headway, s:	5.0
Average time for left-turn vehicle to clear the advancing lane, s:	1.9

Source: National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide

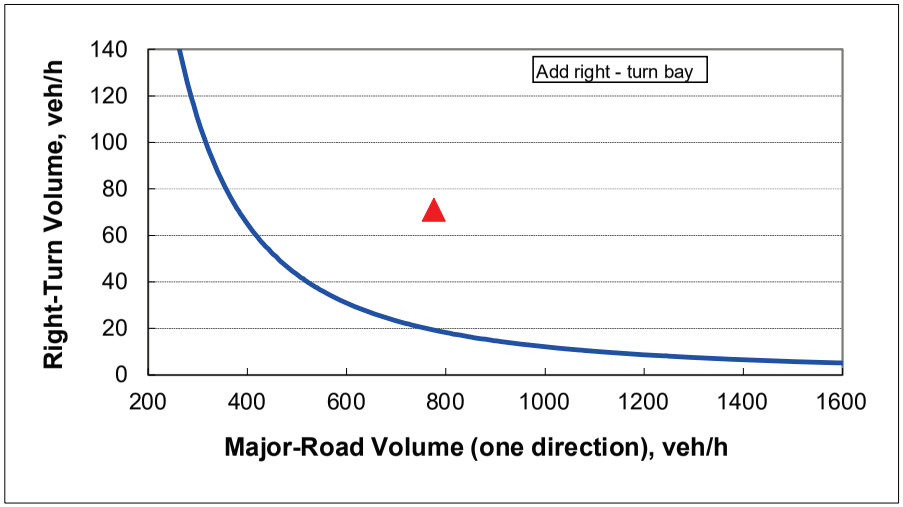
Figure 2 - 6. Guideline for determining the need for a major-road right-turn bay at a two-way stop-controlled intersection.

INPUT

Roadway geometry:	2-lane roadway
Variable	Value
Major-road speed, mph:	45
Major-road volume (one direction), veh/h:	776
Right-turn volume, veh/h:	71

OUTPUT

Variable	Value
Limiting right-turn volume, veh/h:	19
Guidance for determining the need for a major-road right-turn bay for a 2-lane roadway:	
Add right-turn bay.	



Source: National Cooperative Highway Research Program (NCHRP) Report 457- Evaluating Intersection Improvements: An Engineering Study Guide

From: Grant M. Chambers
To: Vennis Gilmore; Kori Benton
Cc: Patrick Dayan
Subject: RE: 2721 S. Jenkins Road
Date: Friday, January 30, 2026 2:42:18 PM
Attachments: image001.png

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Good afternoon Vennis,

We have completed the reviews and have no further comments on the site plan application and are okay to move forward with conditional approvals . We will move forward using the prop share component towards signal construction and obligations to construct site-related improvements such as turn lanes.

What we don't have, to my recollection, is a timeline or trigger dictating when the prop share would be due. We think that the school may be ready for the phase 2 building in 2 years, so that would be a good timeline to collect prop share and have the signal done at once, maximizing efficiency. We can work the timing out at time of road improvement agreement and site development permit.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982
facebook.com/stluciegov | twitter.com/stluciegov | instagram.com/stluciegov | youtube.com/stluciegov

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From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Friday, January 30, 2026 12:07 PM
To: Kori Benton <Kori.Benton@stlucieco.gov>; Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>
Subject: RE: 2721 S. Jenkins Road
Importance: High

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Hi Kori and Grant,

I have added Kevin and Chris to this email thread. Could you provide us with something today if possible? At least the latest in-house review concerning the signalization, access points, traffic impact agreement. Thank you.

Best Regards,

Vennis Gilmore | Historic Preservation Officer/Senior Planner | 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: Friday, January 30, 2026 9:15 AM
To: 'Kori Benton' <Kori.Benton@stlucieco.gov>; Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>
Subject: RE: 2721 S. Jenkins Road

Good Morning Kori,

Thank you, Kori. No updated Analysis. We have inquired about the status of the review with the applicant. The applicant told us that they are in talks with St. Lucie County. I just wanted to see where their review and compliance stand as of today. Is there anything to provide?

Vennis Gilmore | Historic Preservation Officer/Senior Planner | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

From: Kori Benton <Kori.Benton@stlucieco.gov>
Sent: Thursday, January 29, 2026 6:57 PM
To: Vennis Gilmore <vgilmore@cityoffortpierce.com>; Grant M. Chambers

<Grant.M.Chambers@stlucieco.gov>
Subject: Re: 2721 S. Jenkins Road

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Good evening, Vennis,

I have correspondence from the signal warrant analysis that was handled by in-house staff, which linked to the requirements for a roadway improvement agreement and site development permit for the signal and access points as conditions of approval. Is the an updated analysis we should be looking through?

Kori

Get Outlook for iOS

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Thursday, January 29, 2026 6:23:58 PM
To: Grant M. Chambers <Grant.M.Chambers@stlucieco.gov>; Kori Benton <Kori.Benton@stlucieco.gov>
Subject: FW: 2721 S. Jenkins Road

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Hi Grant and Kori,

Not sure if you both received this email. Please advise. Thank you.

Vennis Gilmore | Historic Preservation Officer/Senior Planner | 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, January 28, 2026 5:17 PM
To: Grant M. Chambers <grant.m.chambers@stlucieco.gov>
Subject: 2721 S. Jenkins Road

Importance: High

Hi Grant,

Is there any update on third-party traffic review for the Pulte-Cornerstone Master Planned Development? The last comments we received were on December 18,2024. There was a concurrent application for a Final Planned Development that had a review as well. The last comment received for the Final Planned Development was on November 20, 2025. In Addition, we have been asked if Jenkins Road is currently operating at an acceptable level of service? Please advise. Thank you, Grant.

Best Regards,

Vennis Gilmore | Historic Preservation Officer/Senior Planner | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

Website | Facebook | Survey

Please Note: Florida has very broad public records laws. Most written communications to or from County officials regarding County business are public records available to the public and media upon request. It is the policy of St. Lucie County that all County records shall be open for personal inspection, examination and / or copying. Your e-mail communications will be subject to public disclosure unless an exemption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

Leslie Olson
District Planning Group
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Re: Final Planned Development – Pulte-Cornerstone PD – Project #: PD2025-00002

Dear Ms. Olson,

The following are **Conditions of Approval** from the Planning Department's review of your application:

1. **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.**

2. **A Gopher Tortoise Survey shall be submitted within ninety (90) days of land clearing.**

3. **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.**

4. **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.**

5. **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.**

6. **Prior to plat approval, 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.**

Attached is FDOT PD&E Manual Chapter 18, Part 2, Highway Traffic Noise.

From Figure 18-1 Noise Abatement Criteria:

NOISE ABATEMENT CRITERIA (NAC) [Hourly A-Weighted Sound Level-decibels (dB(A))]				
Activity Category	Activity Leq(h)[1]		Evaluation location	Description of activity category
	FHWA	FDOT		
A	57	56	Exterior	Lands on which serenity and quiet are of extraordinary significance and serve an important public need and where the preservation of those qualities is essential if the area is to continue to serve its intended purpose.
B[2]	67	66	Exterior	Residential

From Figure 18-3 Building Noise Reduction Factors

Building Type	Window Condition*	Noise Reduction Due to Exterior of the Structure
All	Open	10 dB
Light Frame	Ordinary Sash (closed)	20 dB
	Storm Windows	25 dB
Masonry	Single Glazed	25 dB
	Double Glazed	35 dB

*For interior noise analysis, the FDOT considers all windows closed.

Source: FHWA Highway Traffic Noise: Analysis and Abatement Guidance, Table 6.

Attached is HUD 24 CFR Part 51, Subpart B, Noise Abatement and Control.

From 24 CFR Subpart B, 51.101(a)(9), Interior Noise Goals:

(9) *Interior noise goals.* It is a HUD goal that the interior auditory environment shall not exceed a day-night average sound level of 45 decibels. Attenuation measures to meet these interior goals shall be employed where feasible. Emphasis shall be given to noise sensitive interior spaces such as bedrooms. Minimum attenuation requirements are prescribed in §51.104(a).

7. **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 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 und 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.**

8. **A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.**

9. **A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.**

10. **Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with 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.**

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

Historic Preservation Officer/Senior Planner

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Historic Preservation Officer/Senior Planner

FROM : Venetia Barnes, Stormwater Engineer

THRU : Mark Zrallack, P.E., City Engineer

RE : 2721 S. Jenkins Road – Cornerstone Single Family Development
TRC No. PD2025-00002

DATE : March 25, 2026

This is to advise you that we have completed the review of the following documents as received by this office on March 13, 2026:

- [x] Final PD & Site Plan
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Construction Drawings
- [ ] Executed Construction Contract
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend w. conditions
- [ ] Do Not Recommend

- [x] Final PD & SP Approval
- [ ] DPCR/EPL
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for conditions of approval

Z:\Shared\4400 Engineering\ENGINEERING\Site Development Projects\Addresses\2001 - 3000\2721 S. Jenkins Road\Final Plan Development & Site Plan\Submittal No. 5 - 031326\Final PD & Site Plan Approval w. Conditions - 032526.docx

APPROVAL CONDITIONS:

1. It is this department's recommendation that sidewalks are provided on both sides of the project's interior roadways. In addition to including an additional sidewalk at the secondary entrance's southwestern connection to the Jenkins Road corridor. This department defers to the determination of both the Planning Department and Planning Board. If sidewalks on both sides of the interior roadways are determined, the site plan shall be updated accordingly.
2. Trees are not allowed in the bottoms of retention/detention areas. Trees depicted within these area on the Landscape Plans shall be relocated to other areas along the banks.

ADVISORY COMMENTS:

1. The site has possible wetland. An Environmental Assessment and Gopher Tortoise Survey shall be required prior to any building or land clearing permits. All Federal, State and Local permits shall be required prior to the approval of building or land clearing permits.
2. Prior to the issuance of any site clearing permits, a Tree Mitigation Survey shall be submitted and coordinated with the City of Fort Pierce's Arborist. All determined mitigation costs associated with the proposed development tree removal shall be paid prior to the approval of building or land clearing permits.
3. S. Jenkins Road is a Saint Lucie County (SLC) roadway, verification by the County of possible required roadway improvements shall be provided by the County.
4. An approved SLC development permit shall be required prior to the approval of a building permit.
5. The site proposes to ultimately discharge North Saint Lucie River Water Control District (NSLRWCD) canal, an approved NSLRWCD permit shall be required prior to building permit.
6. The drainage plan was solely reviewed conceptually. An in-depth review of the drainage plan and calculations shall occur at the time of development plan review through the Building Department.
7. The project shall have an approved plat prior to submitting for building permits.

MZ/VB/vb

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

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: PD2025-00002
Cornerstone PD - 2721 S Jenkins Rd - 4th Resubmittal

W/WW Engineering: Concept approved.

Water and wastewater is available to serve the subject parcel. To connect to water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/

Developers_Responsibilities.pdf

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

Gas: Utility Load & Energy Resilience Consideration (FPUA):

Tentatively Approved. As electric demand continues to grow and infrastructure evolves, the Fort Pierce Utilities Authority (FPUA) encourages consideration of natural gas systems and appliances, where feasible, to help manage peak electric loads and support long-term system reliability.

Projects utilizing natural gas may be eligible for reduced or, in some cases, waived gas main and/or service line costs, contingent upon total connected gas load and system availability. Rebate incentives may also be available for qualifying natural gas appliances.

(Con't pg 2)

Natural gas services provide high reliability and results in lower month-to-month operational costs for end users when compared to all-electric designs. Early coordination with FPUA Gas Operations during the design phase is strongly recommended to evaluate availability, incentives, and long-term cost benefits.

For questions regarding natural gas availability, system capacity, or potential incentives associated with this project, early coordination with FPUA Gas Operations is encouraged. Please contact Billy Dupre at FPUA Gas Operations during the design phase to review feasibility, incentive eligibility, and long-term utility cost considerations.

FPUAnet Fiber: N/A

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: 2721 S. Jenkins Road PD2025-00002

REVIEW DATE: 3/10/2025, 2/13/2026

PLANNER: KEV FREEMAN

REVIEWED BY: Captain 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. Received 3/19/2026**~~
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 assigned project number, business name, address, primary contact name, phone number and email address for the responsible party. Invoices will be generated upon receipt of application and supporting documents. An abbreviated fee schedule is included on the application form. Payment can be made by credit card or check.**~~
3. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
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 6/16/2025**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**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)**~~

7. ~~**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)**~~

8. ~~**The minimum acceptable cul-de-sac radius is 50 feet to the edge of pavement.**~~

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. ~~**Please provide a truck circulation detail.**~~

12. ~~**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)**~~

13. ~~**Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**~~

14. ~~**Minimum roadway pavement width (one-way traffic) shall be twelve (12) ft. (SLCFD Resolution 740-23)**~~

15. ~~**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)**~~

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

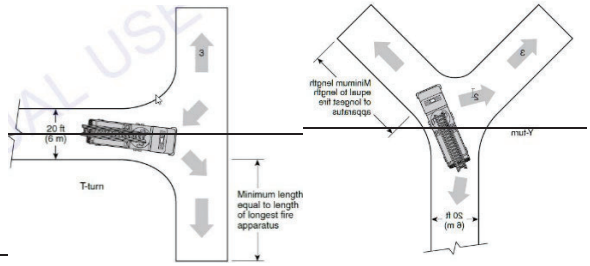
Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

16. ~~**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)**~~

17. ~~**A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)**~~

18. ~~**Where a one- or two-family dwelling, or townhouse, is protected with an approved automatic sprinkler system that is installed in accordance with NFPA 1 Section 13.3, NFPA 13D or NFPA 13R, the distance in 18.2.3.2.1 shall be permitted to be increased to 150 ft (46 m). (NFPA 1.18.2.3.2.1.1)**~~

19. ~~**Dead-end roadways serving commercial or residential occupancies must include a cul-de-sac when the roadway length exceeds one hundred-fifty (150) feet. "Y" or "T" type turnaround arrangements are permitted. The minimum length must be equal to the length of the longest fire apparatus. (SLCFD Resolution 740-23)**~~



20. ~~**Fire Hydrants (shall be) are provided for detached one- and two-family dwellings IAW both of the following: 1) The maximum distance to a fire hydrant from the closet point on the building shall not exceed 600 feet. 2) The maximum distance between fire hydrants shall not exceed 800 feet. NFPA 1:18.5.2.**~~

21. ~~**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.**~~

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

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. ~~**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).**~~

24. ~~**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.**~~

INSTRUMENT PREPARED BY
AND RETURN TO:
Kristilee M. Chihos, Esq.
DEAN MEAD
420 S. Orange Ave., Suite 700
Orlando, Florida 32801
(407) 841-1200

AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND ACCESS EASEMENT AGREEMENT (the "**Amendment**") is made by and between **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity**"), **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 9293 NW 15th Street, Coral Springs, Florida 33071 ("**WestCity POA**"), and **CORNERSTONE FORT PIERCE DEVELOPMENT, LLC**, a Delaware limited liability company ("**Developer**"), and is intended to be made effective upon the recording of this Amendment in the Public Records of Saint Lucie County, Florida (the "**Amendment Effective Date**").

WITNESSETH:

WHEREAS, WestCity and Developer executed and recorded that certain Restrictive Covenants and Access Easement Agreement, dated May 7, 2009 and recorded May 28, 2009, in Official Records Book 3093, Page 2587, of the Public Records of Saint Lucie County, Florida (the "**Easement Agreement**"), which established certain prohibited uses binding on certain property described therein owned by WestCity (the "**Burdened Property**") and which granted a non-exclusive access easement over a portion of the Developer Tract owned by Developer;

WHEREAS, as of the Amendment Effective Date, Developer (also sometimes referred to as "**Benefited Owner**" in the Easement Agreement) owns the Developer Tract (also sometimes referred to as the "**Benefited Property**" in the Easement Agreement);

WHEREAS, WestCity and WestCity POA (together, the "**Commercial Parcel Owner**") are the current owners and successors-in-title to the Burdened Property, and the successors-in-interest to WestCity (also sometimes referred to "**Burdened Owner**" in the Easement Agreement);

WHEREAS, the intended use of the Developer Tract is a single-family residential community and related subdivision improvements (the "**Community**"), which may be developed by Pulte Home Company, LLC, a Michigan limited liability company, as the contract purchaser of the Developer Tract, or a successor homebuilder acquiring title to the Developer Tract (the "**Successor Developer**"); and

WHEREAS, Commercial Parcel Owner and Developer hereby agree to amend and modify certain terms in the Easement Agreement which are inconsistent with the planned development of the Community, or which are necessary or desired for Successor Developer's intended use of the Developer Tract, as further set forth herein.

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

NOT FOR RECORDATION

1. Recitals; Defined Terms. The above recitals are true and correct and are incorporated herein by reference. Any capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Easement Agreement.

2. Relocation of Access Easement Area. The Access Easement Area described in the Easement Agreement is hereby relocated to the portion of the Developer Tract depicted and described on **Exhibit A**, attached hereto. Accordingly, the site plan and depiction of the Access Easement Area attached as **Exhibit C** to the Easement Agreement, is hereby deleted in its entirety and replaced with the depiction and legal description of the Access Easement Area attached hereto as **Exhibit A**. Successor Developer shall not be responsible for providing cross-access between the portions of the Burdened Property respectively owned by WestCity and WestCity POA and/or for access through the Burdened Property to the Access Easement Area.

3. Construction of Curb Cut. The only curb cut on the Developer Tract providing access to the Burdened Property shall be the curb cut providing access to the Access Easement Area from Jenkins Road. Notwithstanding Sections 4.1 and 4.2.3 of the Easement Agreement, the Commercial Parcel Owner shall not have the right to construct any additional curb cut on the Developer Tract.

4. Construction and Use of Access Easement Area. The 365-day period for construction of the Access Easement Area, as set forth in Section 4.1 of the Easement Agreement, shall commence upon Successor Developer receiving from the City a permit authorizing grading for any portion of the Developer Tract, and shall automatically extend for the duration of any force majeure event or moratorium. After a final certificate of completion is issued for the Access Easement Area, Successor Developer shall promptly notify Commercial Parcel Owner of same, and Commercial Parcel Owner's use of the Access Easement Area shall automatically commence upon the receipt of such notice. Successor Developer reserves the right to use, enjoy, and maintain the surface and subsurface portions of the Access Easement Area for any and all reasons, including, but not limited to, the construction and maintenance of fences, water distribution lines, sewer lines, electric distribution lines, cable and telephone lines, and natural gas distribution lines, provided such activities do not unreasonably interfere with or prevent Commercial Parcel Owner's permitted use of the Access Easement Area.

At any time after Successor Developer acquires the Developer Tract and part or all of the Commercial Parcel obtains a final site plan approval from the City of Ft. Pierce, but prior to the commencement of construction of the Access Easement Area by Successor Developer, the Commercial Parcel Owner may elect to construct a temporary road within the Access Easement Area by giving written notice thereof to Successor Developer. The temporary road shall not be used for construction vehicles or equipment to access the Commercial Parcel, and if such vehicles or equipment use the temporary road, Successor Developer may block the Access Easement Area until such construction on the Commercial Parcel is completed. The temporary road shall be designed so that the removal of the temporary road, at the cost of the Commercial Parcel Owner, shall be cost feasible and will not impede or delay construction of the permanent road and other Community infrastructure. The design of the foregoing temporary road shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. If the Commercial Parcel Owner elects to construct the temporary road in accordance with this paragraph, then the Commercial Parcel Owner shall obtain all required permits and approvals from the City of Fort Pierce ("City") and St. Lucie County ("County"), shall complete the construction in accordance with the same, shall bear the full expense of the design, permitting and construction thereof, and shall be responsible for the maintenance thereof at its sole cost. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the temporary road. Any contractors or subcontractors working on the foregoing temporary road shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5

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million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph. The temporary road shall not be allowed to interfere with Successor Developer's construction of the Community, and Successor Developer reserves the right to temporarily close the Access Easement Area as necessary during Successor Developer's demolition of the temporary road, construction of the permanent road, and installation of any utilities or other improvements for the Community. The Commercial Parcel Owner shall be responsible for all of Successor Developer's costs to remove the temporary road upon commencement of site work for development of the Community. Prior to commencing construction of the temporary road, the Commercial Property Owner shall pay to Successor Developer a deposit to be held in escrow for the estimated cost to remove the temporary road, in an amount agreed upon by the parties hereto. Upon completion of the removal of the temporary road by Successor Developer, Successor Developer shall deliver, to the Commercial Parcel Owner, invoices showing the cost of the removal, and the deposit shall be applied against such cost. Any amount of the deposit remaining after being applied to the cost of removing the temporary road shall be refunded to the Commercial Parcel Owner, and if the deposit is insufficient to completely pay for the cost of such removal, then the Commercial Parcel owner shall reimburse Successor Developer for such shortfall within thirty (30) days of notice thereof.

5. Signage. The Commercial Parcel Owner shall have the right to erect a monument sign on the Developer Tract near the entrance of the Access Easement Area on Jenkins Road, at a location to be mutually agreed upon by Successor Developer and the Commercial Parcel Owner, provided that the Commercial Parcel Owner obtains all required permits and approvals from the City and County, and completes the construction in accordance with the same, and any applicable City and County code requirements, all at the sole cost of the Commercial Parcel Owner. Successor Developer shall reasonably cooperate with the Commercial Parcel Owner to coordinate permitting and construction of the monument sign. The design of the foregoing monument sign shall be subject to prior review and approval by Successor Developer, which approval shall not be unreasonably withheld. The Commercial Parcel Owner shall maintain the monument sign at the Commercial Parcel Owner's sole cost. Any contractors or subcontractors working on the monument sign shall be required to carry general commercial liability insurance on an occurrence form basis, naming Successor Developer as an additional insured, with limits of not less than $1 million per occurrence and $5 million general aggregate. The Commercial Parcel Owner shall indemnify, defend, save, and hold harmless Successor Developer, its elected officers, agents, servants, representatives, and employees, from and against any and all claims, demands, suits, losses, and liabilities of any nature whatsoever, including but not limited to reasonable attorney's fees and other litigation expenses, arising out of, because of, or due to any misconduct, negligent act, error, or omission of the Commercial Parcel Owner, its elected officers, agents, servants, representatives, employees, contractors or subcontractors, arising from the exercise of its rights and obligations under this paragraph.

6. Successor Developer's Land Development Approvals. Simultaneously with signing this Amendment, the Commercial Parcel Owner shall sign and deliver to Successor Developer a letter in form approved by Successor Developer, addressed to the Board of Commissioners of the City of Fort Pierce, in support of the approval of Successor Developer's application for a Master and Final Planned Development on the Developer Tract. If the Commercial Parcel Owner has any concerns or objections with respect to Successor Developer's application for a Master and Final Planned Development on the Developer Tract, the Commercial Parcel Owner shall give Successor Developer notice of such concern or objection, and will work with Successor Developer in good faith to resolve such concern or objection, before communicating the same to the City Commission, Planning Board or City staff.

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7. Notice. All written notices and demands delivered to the parties shall be delivered to the address for each party set forth in the first paragraph of this Amendment, or to such other persons or addresses as each party may from time to time designate by notice to the other party.

8. Recording; Binding Effect; Assignment. The provisions of the Easement Agreement, as modified by this Amendment, shall run with the land and title to the Developer Tract and the Burdened Property. Notwithstanding the foregoing, any or all rights, benefits, and/or obligations of the parties pursuant to the Easement Agreement, as amended herein, may be assigned in whole or in part to a homeowners' association, property association, or other substantially similar entity established either for the Developer Tract or the Burdened Property, and the respective party assigning the rights, benefits, and/or obligations shall thereafter be released from all obligations hereunder.

9. No Other Modification. Except as modified by this Amendment, the Easement Agreement remains unchanged and in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 S.R 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL. 33025
Address of Second Witness

WESTCITY:

WESTCITY FP SHOPS, LLC,
a Florida limited liability company

Name:
Title: Mgr Presidente
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS, LLC**, a Florida limited liability company, on behalf of the limited liability company. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491146

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires:

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Amendment Effective Date.

WITNESSES:

Signature of First Witness

Anthony Mijares
Print Name of First Witness

1600 SR 7TH STREET
FORT LAUDERDALE, FL 33316
Address of First Witness

Signature of Second Witness

Lauren Molina
Print Name of Second Witness

10250 SW 24th Ct.
Miramar, FL 33025
Address of Second Witness

WESTCITY POA:

WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.,
a Florida not-for-profit corporation

Name:
Title: Mgr. Member
Date: 12-1-25

STATE OF FLORIDA
COUNTY OF Broward

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 1 day of Dec, 2025, by **WESTCITY FP SHOPS PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. S/he is personally known to me or [ ] produced _____ as identification.

LILLY PEREZ NOTARY PUBLIC MY COMMISSION EXPIRES 2-24-2028 STATE OF FLORIDA COMMISSION NUMBER HH 491148

NOTARY PUBLIC
Print Name: Lilly Perez
My Commission Expires: 2-24-2028

[SIGNATURES CONTINUED ON THE FOLLOWING PAGE]

NOT FOR RECORDATION

WITNESSES:

Signature of First Witness

Claire Lewis
Print Name of First Witness

300 South Tryon Street
Charlotte, NC
Address of First Witness

Signature of Second Witness

Chelsey Horan
Print Name of Second Witness

300 South Tryon Street
Charlotte, NC
Address of Second Witness

CORNERSTONE:

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC,
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, its managing member

By: Barings LLC, a Delaware limited liability company, its investment adviser

By:
Name: Cassie A. McCrain
Title: Managing Director

Name: Cassie A. McCrain
Title: Managing Director
Date: 11/24/2025

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me [ ] by online notarization or [✓] in person, on this 24th day of November, 2025, by Cassie McCrain, as Managing Director of Barings LLC, a Delaware limited liability company, as investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, as managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company. She [X] is personally known to me or [___] produced _____ as identification.

MARIA MILLER
Notary Public - North Carolina
Catawba County
My Commission Expires Jun 21, 2027

NOTARY PUBLIC
Print Name: Maria Miller
My Commission Expires: June 21, 2027

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EXHIBIT A

DEPICTION AND DESCRIPTION OF RELOCATED ACCESS EASEMENT AREA

DESCRIPTION:

A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE SOUTH LINE OF SAID PARCEL 1, NORTH 89°30'21" WEST, A DISTANCE OF 18.00 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE, SOUTH 00°01'15" WEST, A DISTANCE OF 253.95 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 159.00 FEET, HAVING AN ARC DISTANCE OF 85.41 FEET; THENCE, SOUTH 30°47'53" WEST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 29° 57' 25", HAVING A RADIUS OF 141.17 FEET, HAVING AN ARC DISTANCE OF 73.81 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 90° 49' 49", HAVING A RADIUS OF 15.00 FEET, HAVING AN ARC DISTANCE OF 23.78 FEET; THENCE TO THE WEST LINE OF ORDER OF TAKING PARCEL 100 STATE ROAD 70, AS RECORDED IN OFFICIAL RECORD BOOK 3632, PAGE 1691 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SOUTH 89°58'45" EAST, A DISTANCE OF 68.07 FEET; THENCE ALONG SAID WEST LINE SOUTH 01°16'14" EAST, A DISTANCE OF 70.02 FEET; THENCE DEPARTING SAID WEST LINE NORTH 89°58'45" WEST, A DISTANCE OF 125.75 FEET; THENCE, NORTH 00°45'44" EAST, A DISTANCE OF 85.53 FEET TO A POINT OF CURVATURE OF A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 30° 02' 34", HAVING A RADIUS OF 181.17 FEET, HAVING AN ARC DISTANCE OF 94.99 FEET; THENCE, NORTH 30°47'53" EAST, A DISTANCE OF 43.82 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 30° 48' 40", HAVING A RADIUS OF 119.00 FEET, HAVING AN ARC DISTANCE OF 63.92 FEET; THENCE TO THE SOUTH LINE OF SAID PARCEL 1, NORTH 00°01'15" EAST, A DISTANCE OF 254.28 FEET; THENCE ALONG SAID SOUTH LINE OF PARCEL 1, SOUTH 89°30'21" EAST, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27,660 SQUARE FEET, 0.635 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS, AND/OR RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH A SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A MEASURED BEARING OF NORTH 89°30'21" WEST ALONG THE SOUTH LINE OF PARCEL 1 , WESTCITY FP SHOPS, AS RECORDED IN PLAT BOOK 118, PAGE 19 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY
4. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON JUNE 19, 2025. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

RONNIE L. FURNISS, PSM
PROFESSIONAL SURVEYOR AND MAPPER #6272
STATE OF FLORIDA – LB #3591

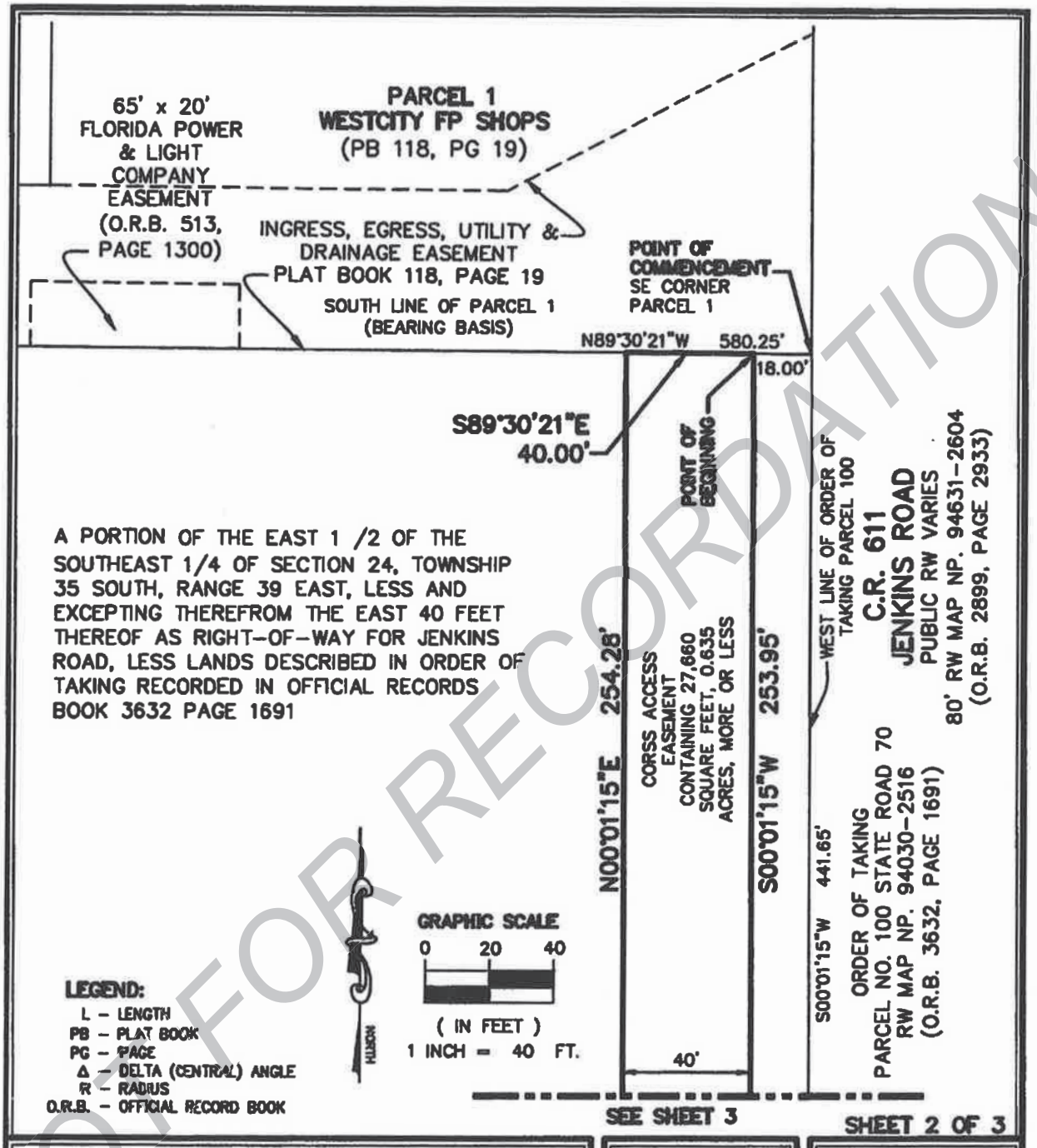
SHEET 1 OF 3

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

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/09/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE - SURVEYING
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CROSS ACCESS EASEMENT
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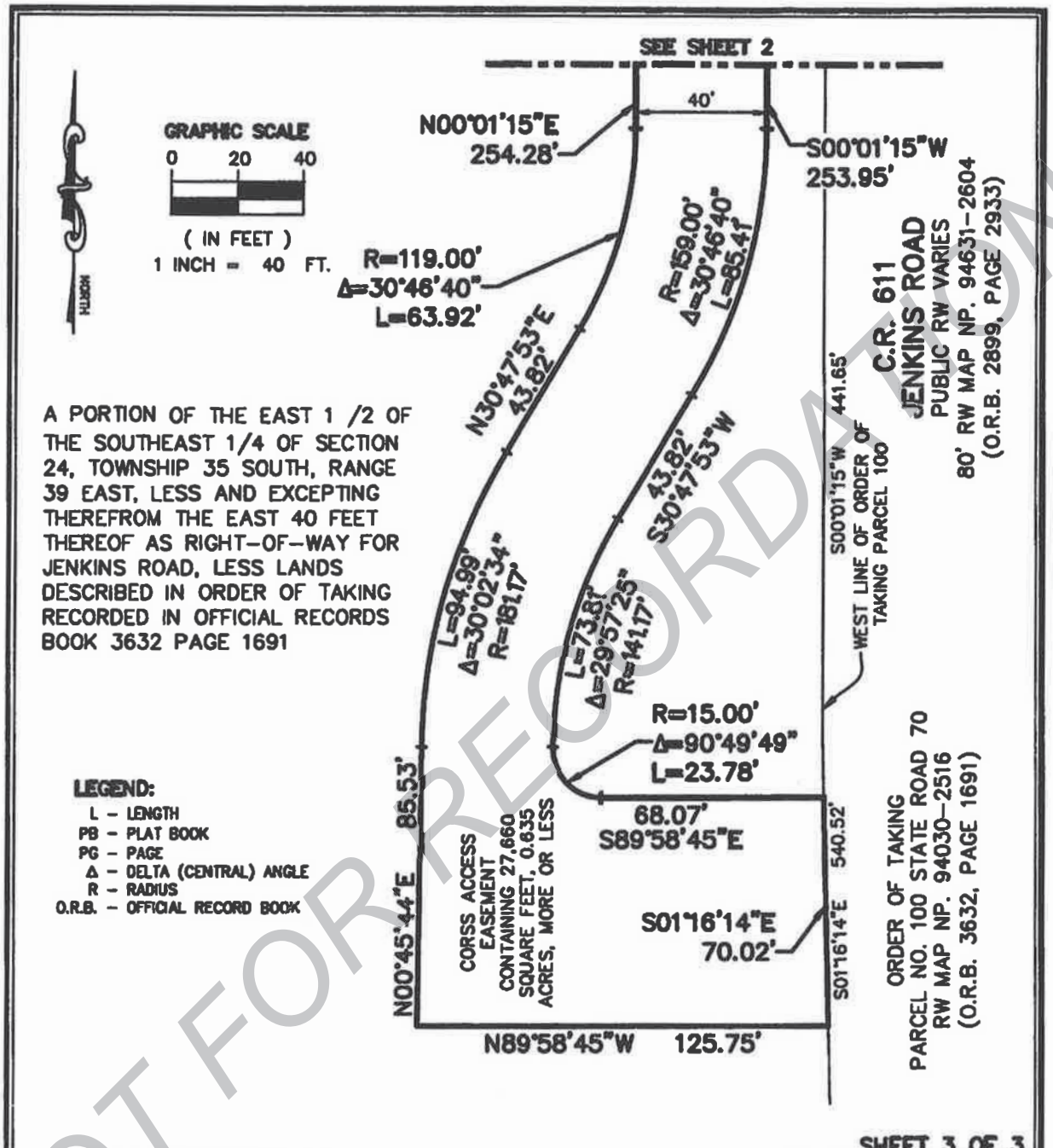
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION



A PORTION OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

LEGEND:

- L – LENGTH
- PB – PLAT BOOK
- PG – PAGE
- Δ – DELTA (CENTRAL) ANGLE
- R – RADIUS
- O.R.B. – OFFICIAL RECORD BOOK

SHEET 3 OF 3

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

CORNERSTONE
CROSS ACCESS EASEMENT
SKETCH OF DESCRIPTION

DATE	06/19/2025
DRAWN BY	RLF
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	10956

NOT FOR RECORDATION

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Final PD - Pulte Cornerstone - 2721 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: May 3rd, 2026

NOTICE BY MAIL: May 6th, 2026

NOTICE BY SIGNS: May 6th, 2026

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE: Vennis Gilmore **DATE:** 5/6/2026

Cornerstone Fort Pierce Dev/ECHO Real Estate
560 Epsilon Dr
Pittsburgh, PA 15238-2815

WestCity FP Shops LLC
9293 NW 15th ST
Coral Springs, FL 33071-6048

Viva Communties At Treasure Coast West LLC
365 Route 59, Unit Ste 110
Airmont, NY 10952-3460

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Kronos LLC/William G Angelos
1708 Coconut Dr
Fort Pierce, FL 34949-3439

NSLRWCD
14666 Orange AVE
Fort Pierce, FL 34945-4511

Acencion Covarrubias Santoyo
2201 Barbara AVE
Fort Pierce, FL 34982-6443

Avalon Crossing Master HOA Inc
601 N Congress AVE, Unit Ste 302
Delray Beach, FL 33445-4639

OkeeJen LLC & S and S Rentals B LLC
1870 Aloma AVE, Unit Ste 250
Winter Park, FL 32789-4049

Building Hope South Jenkins Road LLC
1730 Pennsylvania Ave NW, Unit Ste 250
Washington, DC 20006-4736

St Peter Evangelical Luthern
2900 S Jenkins RD
Fort Pierce, FL 34981-4427

Cynthia Armstrong Bowling
714 Pomegranate PL
Fort Pierce, FL 34981-5339

Sarah-Lynn Dias
712 Pomegranate PL
Fort Pierce, FL 34981-5339

Chevaughn Maitland
710 Pomegranate PL
Fort Pierce, FL 34981-5339

Andrew Michael Handler
708 Pomegranate PL
Fort Pierce, FL 34981-5339

Lashonda Nicole Phillips
706 Pomegranate PL
Fort Pierce, FL 34981

Andrea Headley
704 Pomegranate PL
Fort Pierce, FL 34981-5339

Mario Sanchez
702 Pomegranate PL
Fort Pierce, FL 34981-5339

S R BACHER ENTERPRISES LLC
1821 N US Highway 1
Fort Pierce, FL 34946-1498

Marie Suze Louis
367 Clementine RD
Fort Pierce, FL 34981-5334

Scheila B Berres
365 Clementine RD
Fort Pierce, FL 34981-5334

Ronnie L King
363 Clementine RD
Fort Pierce, FL 34981-5334

Yoidel Alfonso
715 Pomegranate PL
Fort Pierce, FL 34981-5339

Clifford George Graham
2450 SE Addison ST
Port St Lucie, FL 34984-5251

Home Depot Usa Inc/Property Tax Dept #0283
PO Box 105842
Atlanta, GA 30348-5842

Kimberly Nina Ortiz Boyd
709 Pomegranate PL
Fort Pierce, FL 34981

Mercedes Nunez-De Cruz
707 Pomegranate PL
Fort Pierce, FL 34981

Trevor James Butts
705 Pomegranate PL
Fort Pierce, FL 34981-5339

Livendy Dorcin
703 Pomegranate PL
Fort Pierce, FL 34981-5339

Emma Miles
711 Pomegranate PL
Fort Pierce, FL 34981-5339

Wiltona Tamika Watson
713 Pomegranate PL
Fort Pierce, FL 34981-5339

La Granja Seafood Inc
6032 SE 116th Pl
Okeechobee, FL 34974

Abdul M Maqsudi
359 Clementine RD
Fort Pierce, FL 34981-5334

Waffle House Inc
5986 Financial DR
Norcross, GA 30071-2949

Harold A Guardia
357 Clementine RD
Fort Pierce, FL 34981-5334

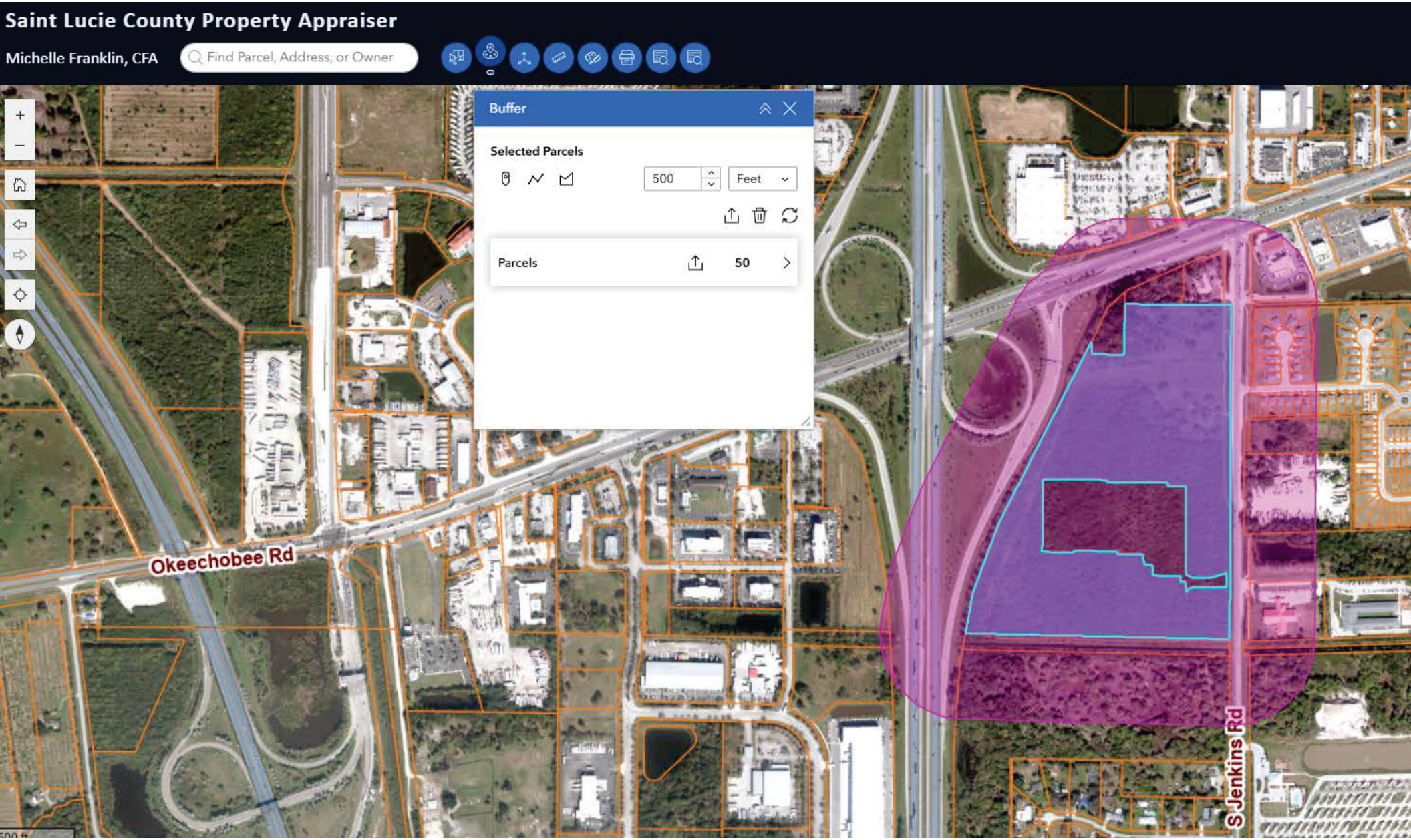
Fort Pierce Commercial Prop
321 Royal Poinciana Plaza
Palm Beach, FL 33480

Richard E Bonvie
4567 W Tradewinds Ave
Lauderdale by the Sea, FL 33308

SRI Real Estate Properties LLC/McClain SDI LLC
PO Box 2128
Ridgeland, MS 39158-2128

Loretta Darlene Shepherd
355 Clementine RD
Fort Pierce, FL 34981-5334

Racetrac Petroleum Inc/Silver Oak Advisors
PO Box 2437
Smyrna, GA 30081-2437


Saint Lucie County Property Appraiser
Michelle Franklin, CFA
Find Parcel, Address, or Owner
Buffer
Selected Parcels
500
Feet
Parcels
50
Okeechobee Rd
S Jenkins Rd

USA TODAY CO.

LocaliQ

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

SCN StLucie-IndianRv-Stuart 05/03/2026
SCN tcpalm.com 05/03/2026

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 05/03/2026

Legal Clerk

Notary, State of WI, County of Brown

9-3-29

My commission expires

Publication Cost:	$149.60	
Tax Amount:	$0.00	
Payment Cost:	$149.60	
Order No:	12295170	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0510815	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KONGMENG YANG
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, May 18th, 2026 at 5:05 p.m. hold a Quasi-Judicial Public Hearing on first reading and will on Monday, June 1st, 2026 at 5:05 p.m. hold a second reading on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 26-010 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE PULTE CORNERSTONE PLANNED DEVELOPMENT ZONE IN RESPECT OF TWO (2) PARCELS CONTAINING APPROXIMATELY 49.92 ACRES, MORE OR LESS, AND BEING LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD IN FORT PIERCE, FLORIDA; TO APPROVE THE PULTE CORNERSTONE FINAL SITE PLAN; APPROVING THE FIRST AMENDMENT TO THE PLANNED DEVELOPMENT ZONING DEVELOPMENT AGREEMENT; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PROPERTY: PARCEL ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

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
May 3 2026
LSAR0510815

Item 12B
Applicant Exhibit

Cornerstone

Final Planned Development

City of Fort Pierce Commission Meeting
May 18, 2026

Applicant: Pulte Home Company
Agent: Leslie Olson, AICP · District Planning Group

DISTRICT PLANNING GROUP

Identity Feature

PD BENEFIT: Imaginative Community Planning; Property Design Excellence



- Creates a Signature Gateway Moment
- Announces Arrival in the City of Fort Pierce
- High-Quality, Durable Design Expression
- Strategic Placement for Maximum Visibility
- Landscape Enhancements Strengthen the Experience

DISTRICT PLANNING GROUP

Identity Feature #1

PD BENEFIT: Imaginative Community Planning; Property Design Excellence



DISTRICT PLANNING GROUP

Identity Feature

PD BENEFIT: Imaginative Community Planning; Property Design Excellence



DISTRICT PLANNING GROUP

Identity Feature #2

PD BENEFIT: Imaginative Community Planning; Property Design Excellence



DISTRICT PLANNING GROUP

Identity Feature

PD BENEFIT: Imaginative Community Planning; Property Design Excellence



DISTRICT PLANNING GROUP

City Commission Regular Meeting - 5:05 PM **12. B.**

Meeting Date: 06/01/2026

Re: Legacy Consortium School - Conditional Use

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Review and Approval of an application (PZCON2025-00010) for a Conditional Use to operate a private school serving Pre-Kindergarten through 8th Grade, with a capacity for up to 200 students at 510 Orange Avenue, Fort Pierce, FL. The property is zoned General Commercial (C-3). Parcel ID: 2410-606-0004-000-3.

SUMMARY:

In accordance with Sections 125-187 and 125-237 of the City Code, the applicant is requesting the review and approval of a Conditional Use with No New Construction to allow for the operation of a private school serving Pre-Kindergarten through 8th Grade, with a capacity for up to 200 students. The applicant is seeking to operate the school in 18,428 sq. ft. (the 1st & 2nd floor) of the existing 20,195 sq. ft. commercial building. The property is zone C-3, General Commercial Zone with a future land use of GC, General Commercial. The subject property has a total of approximately 0.53 acres.

The property is located at the northwest corner of Orange Avenue and North 5th Street. The subject property is surrounded by institutional and commercial uses to the north, south, east, and west.

The proposed facility is approximately 18,428 square feet. The site is adjacent to 18 parking spaces for the use of the employees and visitors. A shared parking agreement allows the school to utilize adjacent parking lot in the rear for parent drop-off and pick-up. The adjacent parking lot has a total of 25 parking spaces. The facility can be accessed by vehicles and pedestrians from two (2) entrances located on Orange Avenue and Avenue A.

The proposed building at 510 Orange Avenue is well suited for the Academy's facility requirements—spanning classrooms, administrative space, a multipurpose room, and a designated play area. In addition to these core spaces, the school has secured strategic community partnerships to ensure safe and effective operations:

Shared Playground: First United Methodist Church has agreed to allow shared use of its playground for students, expanding opportunities for physical activity and recreation.

Shared Parking: The neighboring property at 500 Orange Avenue has agreed to shared parking access. The United Methodist Church has also agreed to a shared parking agreement, where the school can use their parking lot for both arrival and dismissal, ensuring smooth traffic flow and safe pedestrian pathways during arrival and dismissal.

Arrival and Dismissal Plan

To further minimize congestion along Orange Avenue, the school will stagger student start and dismissal times:

Start Times/Arrival Times:
-Preschool-8:00 a.m.
-Kindergarten & 1st Grade – 8:30 a.m.
- 2nd through 5th Grade – 8:00 a.m.
- 6th through 8th Grade –8:45 a.m. –

Dismissal Times:
-Preschool-12:30 p.m.
-Kindergarten & 1st Grade – 1:50 p.m.
- 2nd through 5th Grade – 3:00 p.m.
- Middle School (6th–8th) – 3:30 p.m.

This staggered schedule ensures smooth traffic management, limits overlap between groups and reduces the impact on local roads during peak hours.

Operation of the proposed facility will be from 8:00am to 3:30pm, Monday through Friday. There will be a total of 26 staff members. This location will accommodate approximately up to 200 students on average.

RECOMMENDATION:

Technical Review Committee
Affected departments have reviewed the proposed Conditional Use with No New Construction 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.

Original Recommended Conditions of Approval to the PLANNING BOARD

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
3. Coordinate with the City of Fort Pierce Public Works – Solid Waste Division to ensure that your proposed dumpster enclosure meets the City Standards and is accessible for City Garbage Trucks.
4. Should vehicle-staging encroach into Avenue A right-of-way, the operator of the school shall provide an alternative transportation solution to alleviate any roadway impacts.
5. Any impacts to Avenue A, such as signage, crosswalks, temporary lane closures, etc., require a City of Fort Pierce Right-of-Way Permit approved by the City Engineer.
6. This Conditional Use Approval is based on the maximum capacity of 200 students.

Planning Board Recommendation:
The Planning Board, at their April 13th, 2026, meeting, had concerns with the subject application's shared parking lot agreement with First United Methodist Church, such as clarity on the boundaries of the shared parking lot/parent pick-up and drop-off area, the school hours of operation, the agreement

not being signed by both parties, and not having a back-up (Plan B) for the parent pick-up and drop-off should the lease agreement between the subject applicant and First United Methodist Church is dissolved.

The Planning Board unanimously recommended approval of the proposed Conditional Use with two (2) additional conditions:

7. Prior to the presentation of this application to the City Commission, the lease agreement will be revised to clearly define the location, boundaries of the parking lot use, and time of operation and signed by both parties.

8. Prior to the presentation of this application to the City Commission, this application will include a back-up plan B for drop off and pick up should the lease agreement be dissolved.

Recommended Conditions a total of eight (8) conditions.

Staff Recommendation:

The applicant has since resubmitted after the recommendation of the Planning Board. Staff has determined that the two (2) additional recommended conditions of the Planning Board have not been addressed.

Therefore proposed application **does not meet** the standards of the City's Code Section 125-235, and 125-237. Therefore, Staff recommends that the City Commission **DENY** the Conditional Use with No New Construction subject to the ten (10) Concerns as noted.

1. Add a map; possibly a markup aerial that specifically identifies the location of the pick-up and drop-off area that the leasing agreement references to the leasing agreement.
2. It appears that the Church retains the right to concurrently utilize the parking area for church operations, including but not limited to other school drop-off and pick-up,, weekly church activities, and access to entrances and exits for members. Please identify what kind of daytime church activities that could cause a conflict with the use of the pick-up and drop-off parking lot in the lease agreement.
3. The applicant does not identify operating hours, only arrival and dismissal times. Please add to leasing agreement.
4. The Back-up Plan does not identify if all students will only live in the City of Fort Pierce or can live anywhere throughout the Treasure Coast. If students from all areas of the Treasure Coast are allowed to attend, where will their parents pick up and drop off be? The backup plan generally does not seem to align with the concerns of the Planning Board and what they wanted addressed overall. The Back up plan mentions centralized pick-up and drop-off locations (any examples, this is somewhat vague). Essentially the issue is whether the backup plan is functional and addresses the concerns raised by the Planning Board. Please be more detailed and precise.
5. The three buses would have a maximum capacity of up to 195 students and the school allows for up to 200 students. Give more details about the pickup, drop off, and if there still may be some parent pickups and drop-offs. If the school is at full capacity; those 5 students need to be accounted for.

6. Where will the buses do their pick-ups and drop-offs without the leased parking lot? This should not occur along Orange Avenue. This should be identified in the backup plan.
7. Where will the buses be stored when not in use? This needs to be identified in the backup plan.
8. The adjacent parking lot has a total of 18 parking spaces with two of them being handicap accessible spaces. Yet, there are 26 staff members. Identify how this will be addressed and the impact minimized. Will the additional employees be using on-street parking, the City Parking lot at the corner or 7th and Orange Ave, etc?
9. If the lease agreement ends, the playground will be removed. Please provide an update on how you will address the State of Florida requirements for playgrounds.
10. The CEO/President of the school should also be signing the backup plan.

ALTERNATIVES:

Alternative Recommendation:
APPROVE – with Amended/Additional Conditions

RESPONSIBLE STAFF:

Vennis Gilmore, Historic Preservation Officer/Senior Planner

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Site Plan for Electronic Signature
Landscape Plan
Traffic Statement
Lighting Plan
Floor Plans
Survey
Narrative
Design Review Narrative
Shared Playground/Parking Lot Rental Agreement
1st Addendum to Rental Agreement
Proposed Backup Plan
Student Safety Plan

Staff Report Supporting Documents
Public Notice Certification
Applicant Information

CITY OF FORT PIERCE

CITY COMMISSION

JUNE 1st, 2026

Legacy Future Scholars Academy – Conditional Use (No New Construction)
(2410-606-0004-000-3)
510 Orange Avenue

APPLICANT

Michael Menard, Architectonic inc.

OWNER

Bunwin Inc.

PARCEL ID #(S):

2410-606-0004-000-3

SITE AREA:

+/- 0.53 acres

SUMMARY

Request for review of an application for a Conditional Use to operate a private school serving Pre-Kindergarten through 8th Grade, with a capacity for up to 200 students.

Legacy Future Scholars Academy – Conditional Use (No New Construction)

REQUEST

In accordance with Sections 125-187 and 125-237 of the City Code, the applicant is requesting the review and approval of a Conditional Use with No New Construction to allow for the operation of a private school serving Pre-Kindergarten through 8th Grade, with a capacity for up to 200 students.

The applicant is seeking to operate the school in 18,428 sq. ft. (the 1st & 2nd floor) of the existing 20,195 sq. ft. commercial building.

The property is zone C-3, General Commercial Zone with a future land use of GC, General Commercial.

The subject property has a total of approximately 0.53 acres.

BACKGROUND

The proposed academy will consist of 8 classrooms, an administrative space, a multipurpose room, and a designated play area. In addition to these core spaces, the school has secured strategic community partnerships to ensure safe and effective operations:

Shared Playground: First United Methodist Church has agreed to allow shared use of its playground for students, expanding opportunities for physical activity and recreation.

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BACKGROUND

Arrival and Dismissal Plan

To further minimize congestion along Orange Avenue, the school will stagger student start and dismissal times:

Start Times/Arrival Times:
- Preschool-8:00 a.m.
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This staggered schedule ensures smooth traffic management, limits overlap between groups and reduces the impact on local roads during peak hours.

BACKGROUND

This staggered schedule ensures smooth traffic management, limits overlap between groups and reduces the impact on local roads during peak hours.

Operation of the proposed facility will be from 8:00am to 3:30pm, Monday through Friday. There will be a total of 26 staff members. This location will accommodate approximately up to 200 students on average.

CONDITIONAL USE

Sec. 125-237. - Procedure for the review and approval of conditional uses.

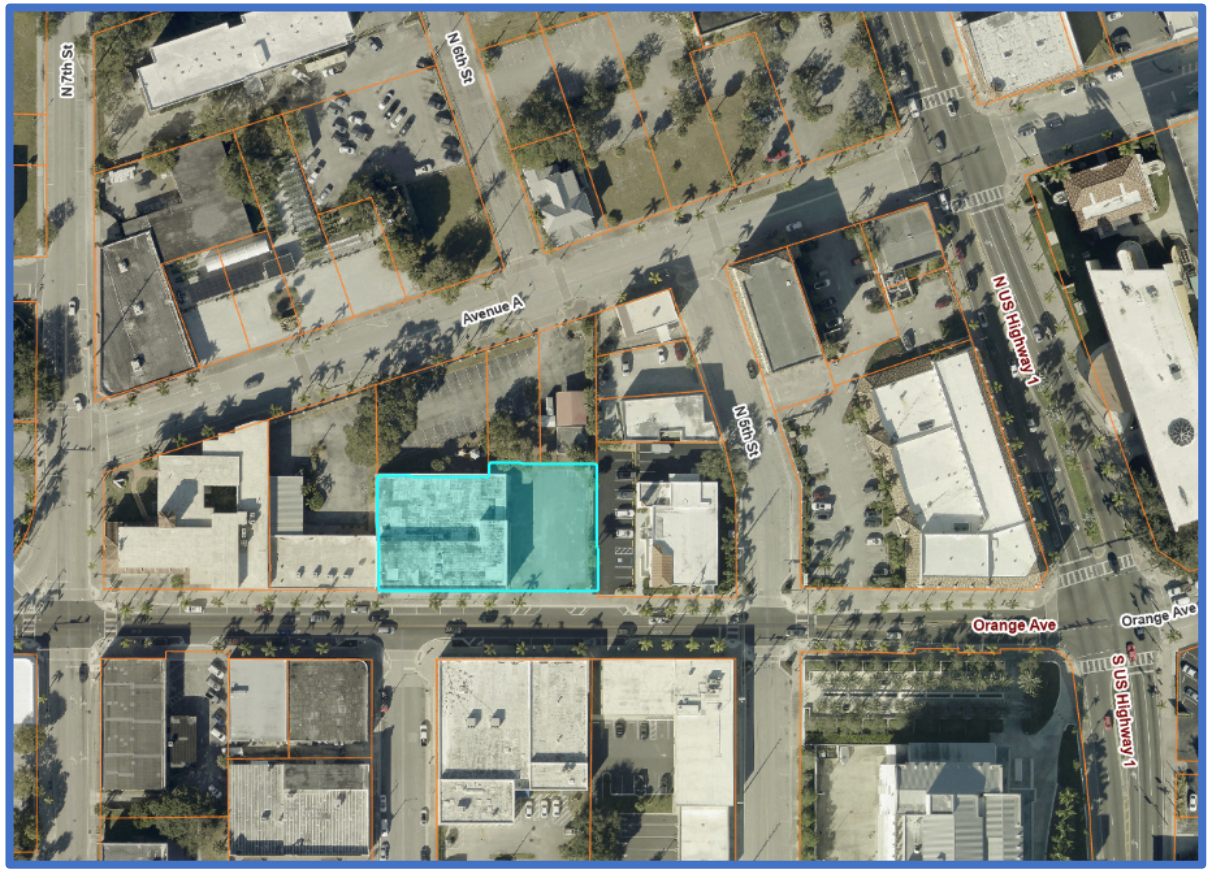
The application for conditional use with the application for site plan review, when not exempt in accordance with the requirements of section 125-236, shall be reviewed as a unit in accordance with the requirements of section 125-313 except that:

(1)The city commission shall hold a public hearing in accordance with the provisions of section 125-37 prior to acting on the application for conditional use.

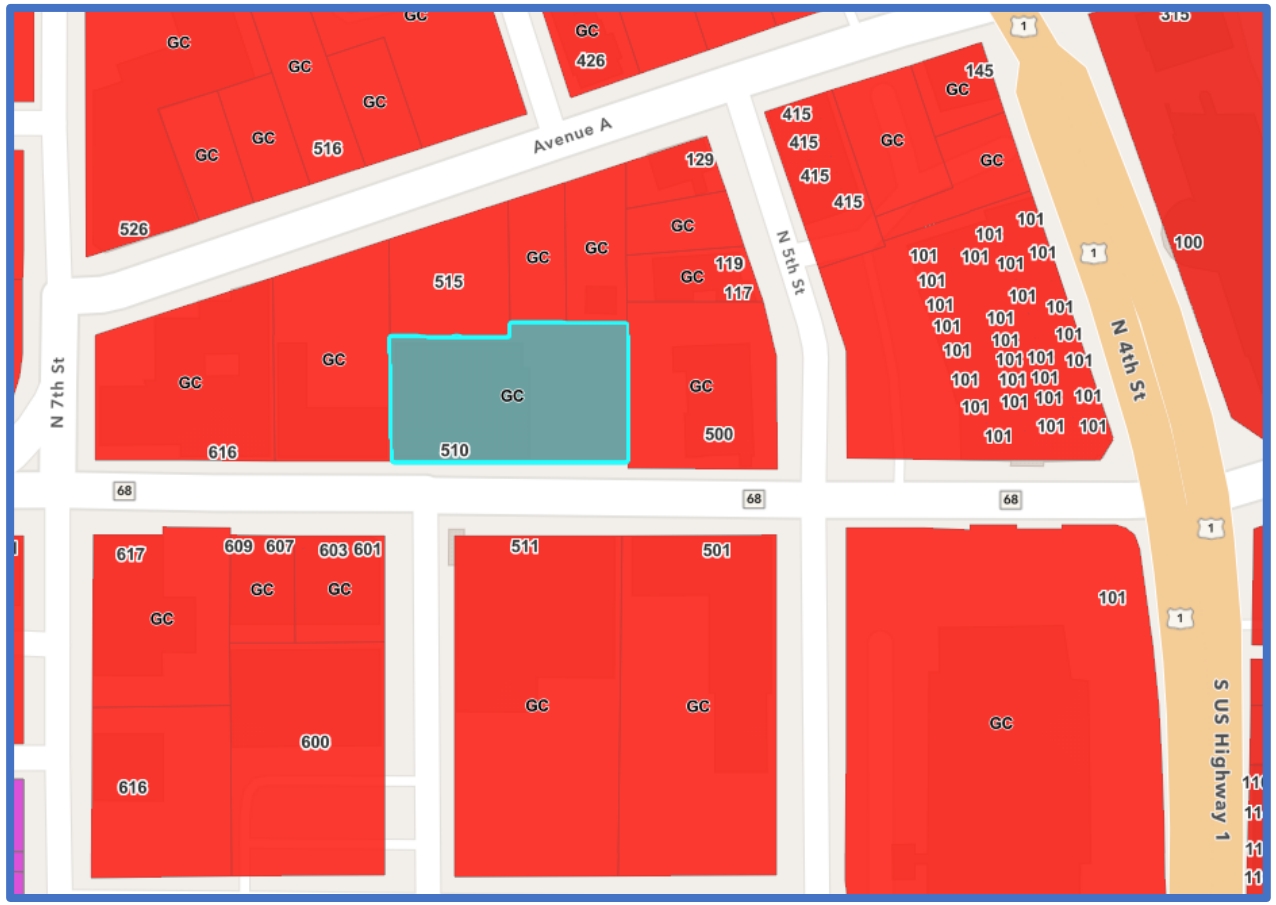
(2)In permitting a conditional use or the modification of an existing conditional use, the city commission may impose, in addition to those standards and requirements expressly specified in this chapter, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

SITE LOCATION

SITE AREA= 0.53 +/- Acres

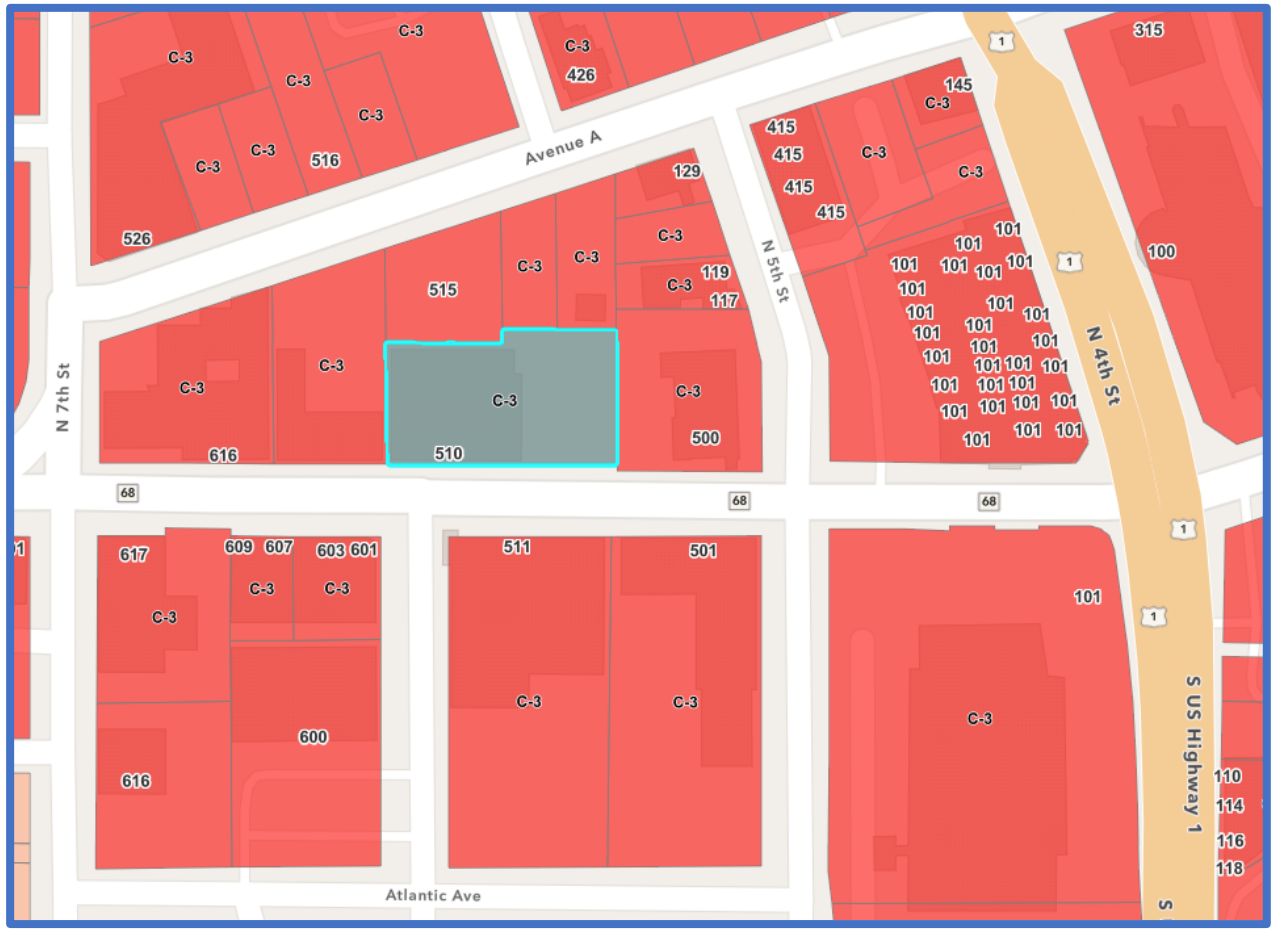


FLU MAP



Legacy Future Scholars Academy – Conditional Use (No New Construction)

ZONING MAP



Legacy Future Scholars Academy – Conditional Use (No New Construction)

SITE PLAN

SITE DATA

PROJECT NAME:	LEGACY CONSORTIUM
LOCATION:	510 ORANGE AVE.
LAND ZONING:	C3 GENERAL COMMERCIAL
UTILITIES:	FT. PIERCE UTILITIES AUTHORITY

SITE TABULATION

SITE AREA 22,592.53 S.F. OR .518 ACRES

BUILDING FOOTPRINT 12,716 S.F. 56% LOT COVERAGE

PARKING CALCULATION

8 CLASSROOMS AT 2 SPACES PER CLASSROOM = 16 **SPACES REQUIRED**

PEACOCK ARTS DISTRICT ALLOWS A 50% REDUCTION IN PARKING SO

SPACES REQUIRED IS 15

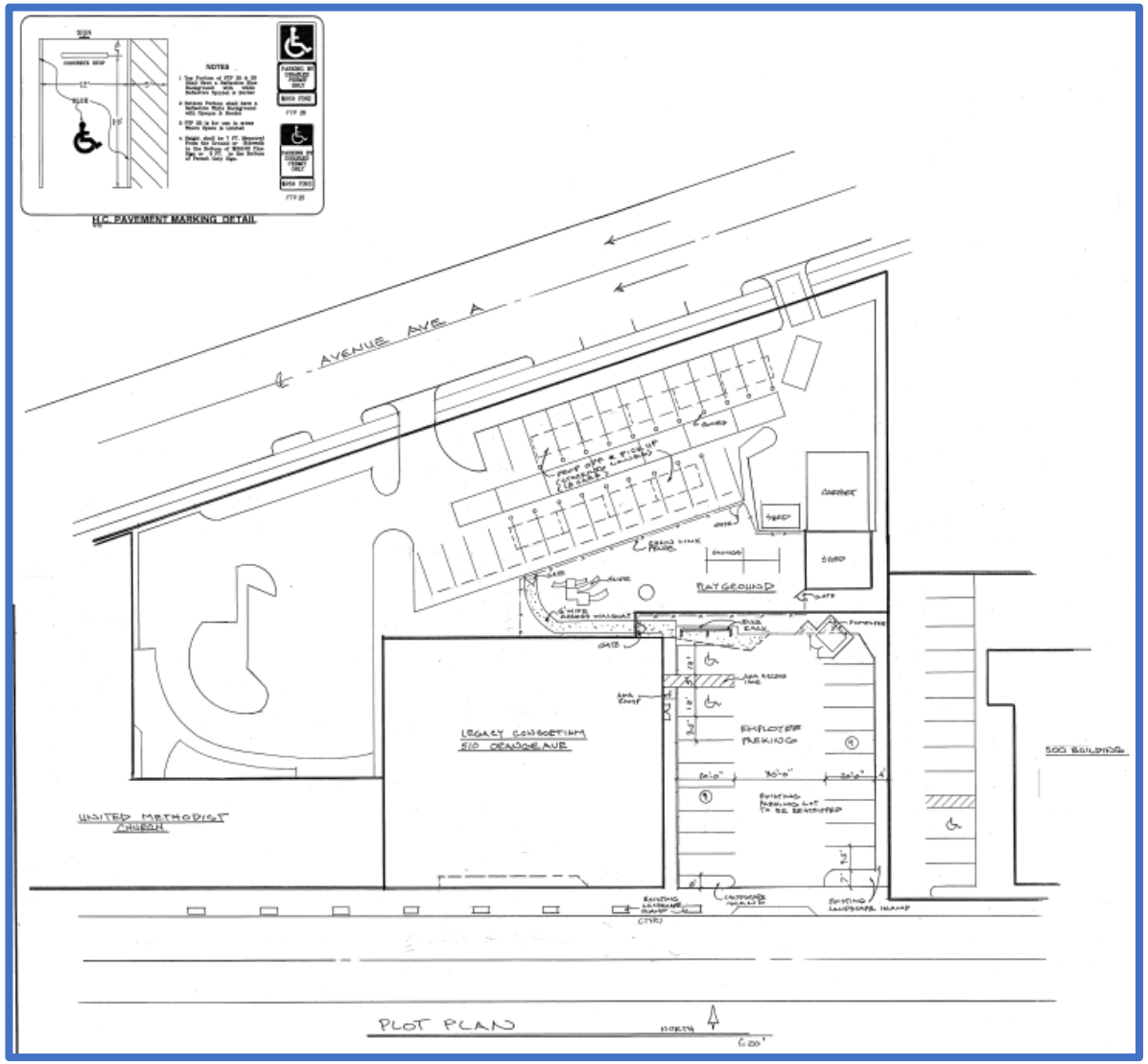
18 SPACES ON SITE

1 DUMPSTER LOCATED PER PUBLIC WORKS

2 ADA SPACES PROVIDED & 2 BIKE RACKS PROVIDED

NOTE:

CROSS PARKING AGREEMENT WITH UNITED METHODIST CHURCH FOR USE OF THE PARKING LOT FOR STUDENT PICK AND DROP OFF WITH ACCESS TO THE SCHOOL THROUGH THE PLAYGROUND PER WRITTEN AGREEMENT PROVIDED.



FLOOR PLAN (1st Floor)

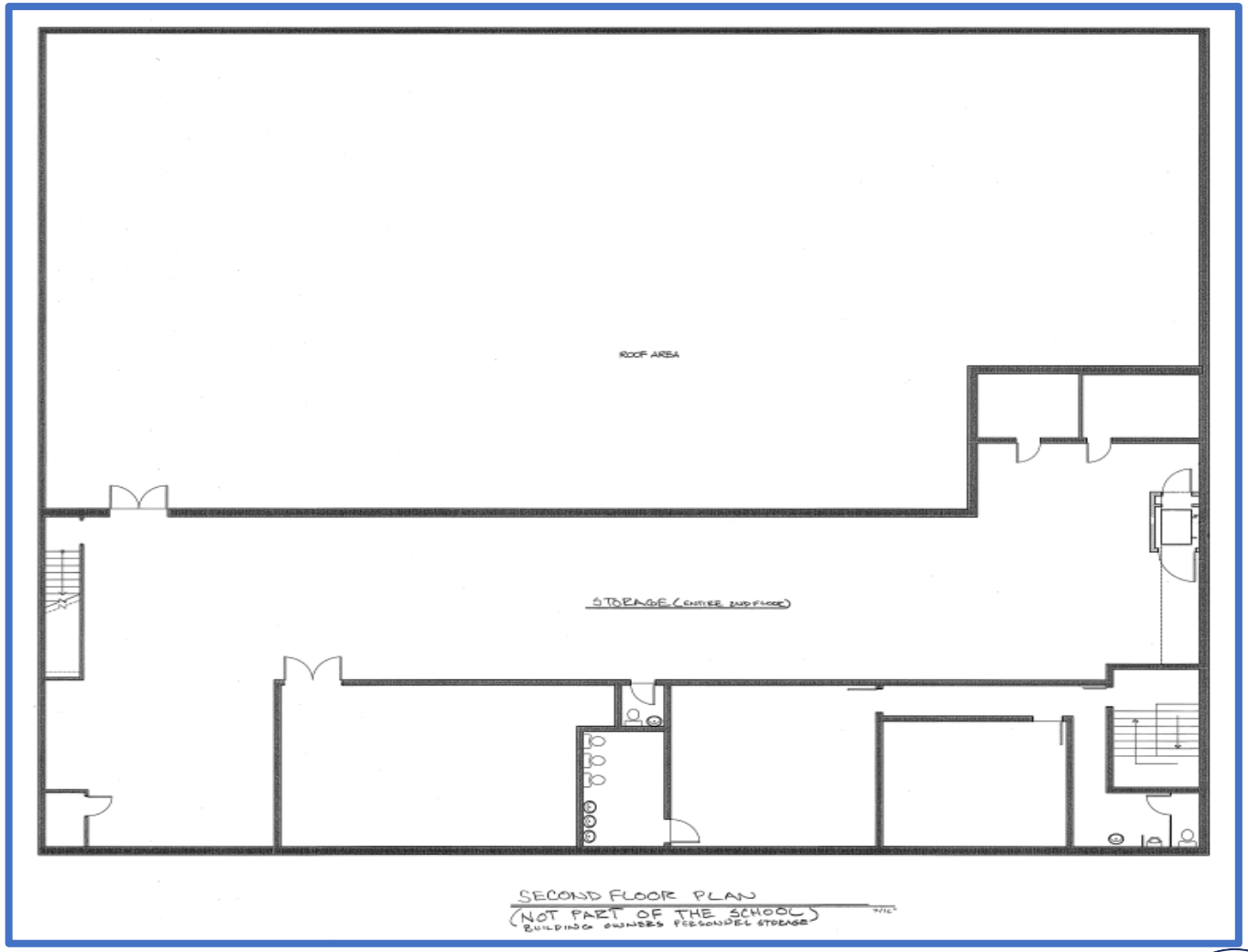
- Reception Area
- Administration Offices
- Nurse Office
- Storage Rooms
- 8 Classrooms
- Kitchen
- Teacher Lounge
- Student Cafeteria
- Indoor Gym/Playground
- Adult Restrooms
- Boys & Girls Restrooms



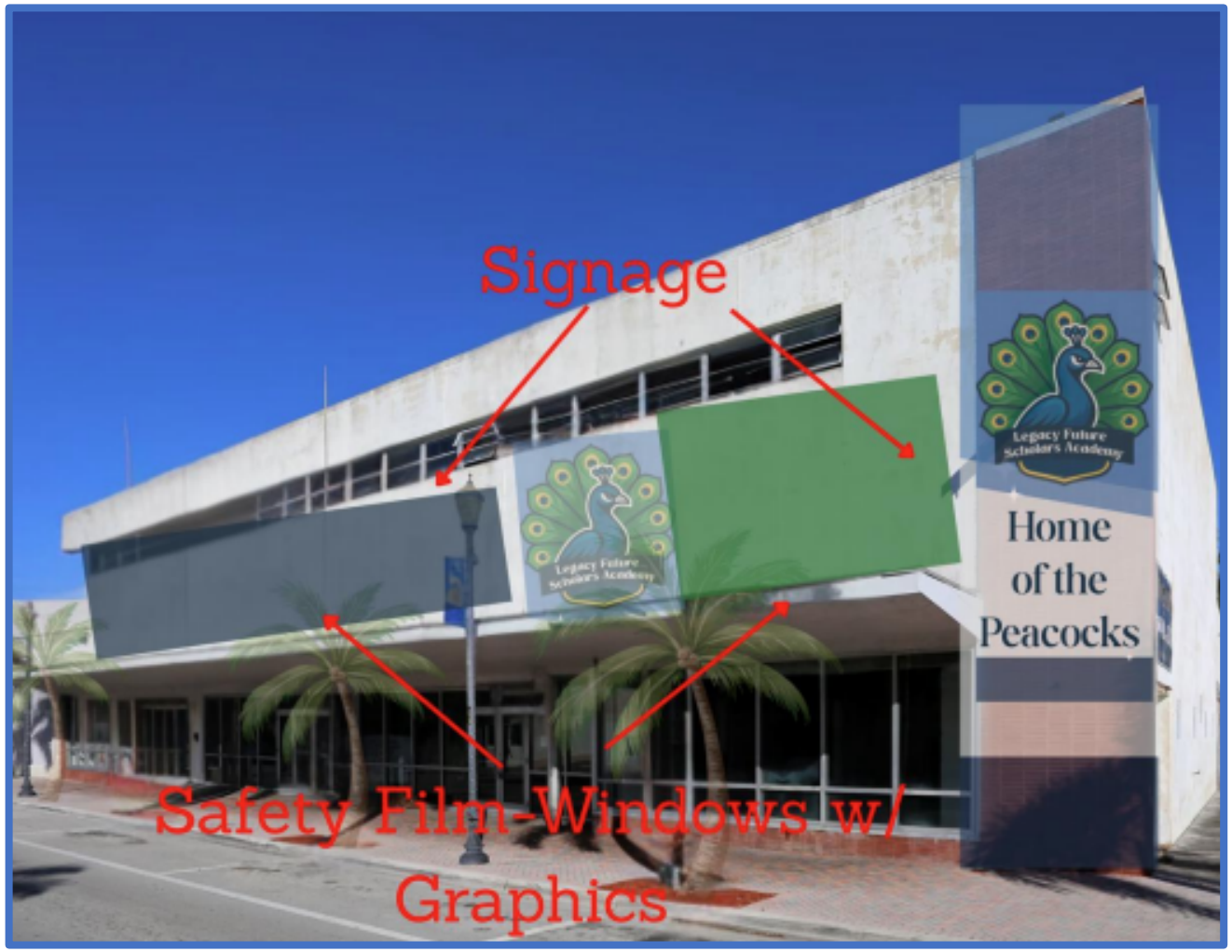
Legacy Future Scholars Academy – Conditional Use (No New Construction)

FLOOR PLAN (2nd Floor)

- Storage Rooms
- Additional Restrooms



PROPOSED DESIGN ELEVATIONS



Legacy Future Scholars Academy – Conditional Use (No New Construction)

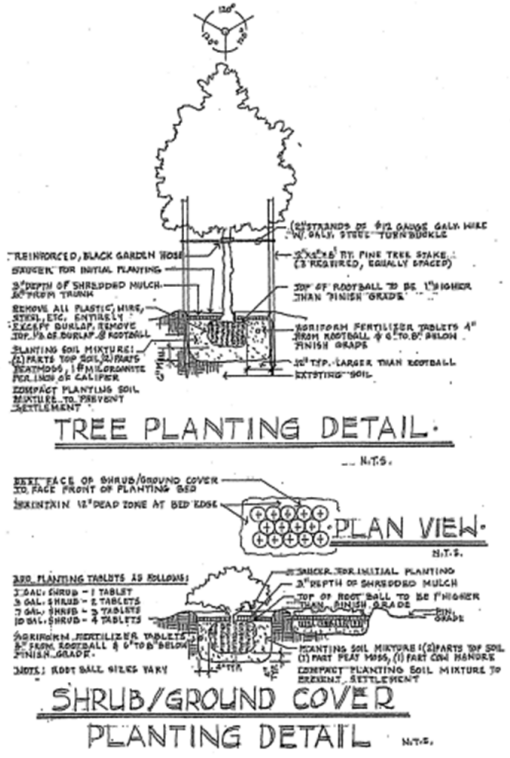
PROPOSED DESIGN ELEVATIONS

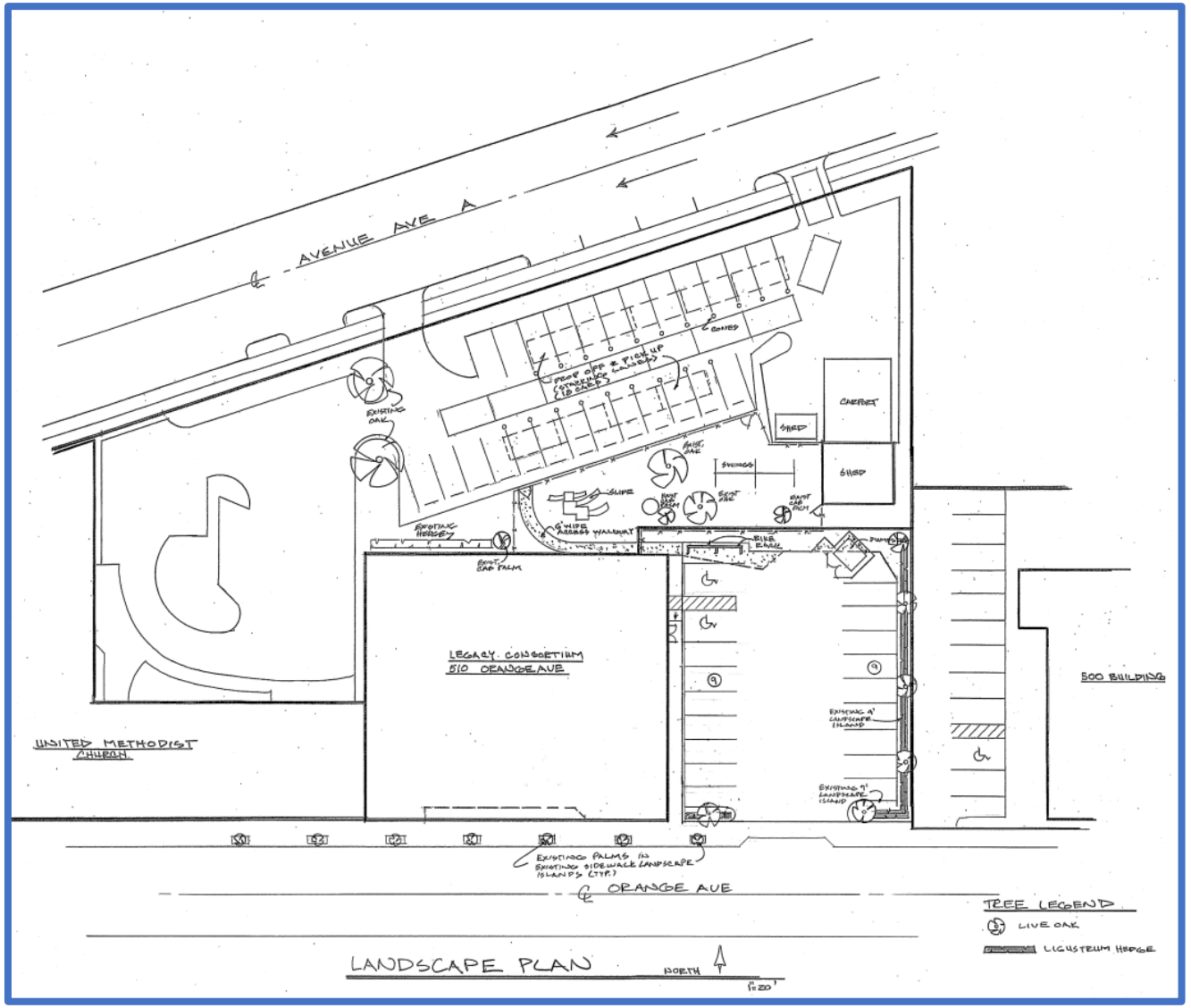


Legacy Future Scholars Academy – Conditional Use (No New Construction)

LANDSCAPING

A total of six (6) live oak trees will be installed within the outlining landscape buffer of the parking lot. The landscape buffer will include a continuous ligustrum hedge.





Legacy Future Scholars Academy – Conditional Use (No New Construction)

Student Arrival and Dismissal Safety Plan

- The school will assign trained crossing guards at all primary student crossing points along Avenue A and surrounding intersections. Crossing guards will be present during designated arrival and dismissal windows and will be equipped with safety vests, stop paddles, and communication devices.
- The school will coordinate with local authorities, as needed, to review traffic patterns and ensure appropriate safety measures are in place. Internal procedures will include staggered arrival and dismissal times to reduce congestion and limit student exposure to peak traffic conditions. Designated walking and biking routes will be identified to guide students along the safest paths to and from campus.
- Clearly visible signage will be installed in and around the school zone, including “School Zone,” “Reduced Speed,” “Truck Route Awareness,” and pedestrian crossing signs.
- The school will implement a parent and student orientation program focused on safety expectations and procedures for walking and biking. This will include guidance on designated routes, crossing protocols, helmet use for bicyclists, and the importance of adhering to staff directions. Ongoing communication will be provided through handbooks, meetings, and digital platforms to reinforce safety practices.
- School leadership will regularly review safety procedures, observe arrival and dismissal operations, and adjust as needed. Feedback from parents, staff, and local partners will be used to strengthen the plan and ensure continuous improvement.

Traffic Analysis

Table 3A. Arrival Times Summary

Arrival Times	Grade	Num of Student	Total
8:00 AM	Grade 2	18	80
	Grade 3	18	
	Grade 4	22	
	Grade 5	22	
8:30 AM	Kindergarten	18	36
	Grade 1	18	
8:45 AM	Grade 6	22	66
	Grade 7	22	
	Grade 8	22	
9:00 AM	Pre K	18	18

Table 3B. Dismissal Times Summary

Dismissal Times	Grade	Num of Student	Total
12:30 PM	Pre K	18	18
1:50 PM	Kindergarten	18	36
	Grade 1	18	
3:00 PM	Grade 2	18	80
	Grade 3	18	
	Grade 4	22	
	Grade 5	22	
3:30 PM	Grade 6	22	66
	Grade 7	22	
	Grade 8	22	

Table 4. Queue Analysis Results

Required Storage (Feet)	Storage Provided (Feet)	Acceptable ?
355	400	Yes

RECOMMENDED CONDITIONS OF APPROVAL TO PLANNING BOARD

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

3. Coordinate with the City of Fort Pierce Public Works – Solid Waste Division to ensure that your proposed dumpster enclosure meets the City Standards and is accessible for City Garbage Trucks.

4. Should vehicle staging encroach into Avenue A right-of-way, the operator of the school shall provide an alternative transportation solution to alleviate any roadway impacts.

5. Any impacts to Avenue A, such as signage, crosswalks, temporary lane closures, etc., require a City of Fort Pierce Right-of-Way Permit approved by the City Engineer.

6. This Conditional Use Approval is based on the maximum capacity of 200 students.

PLANNING BOARD

The Planning Board, at their April 13th, 2026, meeting, had concerns with the subject application's shared parking lot agreement with First United Methodist Church, such as clarity on the boundaries of the shared parking lot/parent pick-up and drop-off area, the school hours of operation, the agreement not being signed by both parties, and not having a back-up (Plan B) for the parent pick-up and drop-off should the lease agreement between the subject applicant and First United Methodist Church is dissolved.

The Planning Board unanimously recommended approval of the proposed Conditional Use with two (2) additional conditions:

7. Prior to the presentation of this application to the City Commission, the lease agreement will be revised to clearly define the location, boundaries of the parking lot use, and time of operation and signed by both parties.

8. Prior to the presentation of this application to the City Commission, this application will include a back-up plan B for drop off and pick up should the lease agreement be dissolved.

The Planning Board has a total of eight (8) recommended conditions.

STAFF RECOMMENDATION

The applicant has since resubmitted after the recommendation of the Planning Board. Staff has determined that the two (2) additional recommended conditions of the Planning Board have not been addressed.

Therefore, proposed application **does not meet** the standards of the City's Code Section 125-235, and 125-237. Therefore, Staff recommends that the City Commission **DENY** the Conditional Use with No New Construction subject to the ten (10) Concerns as noted.

STAFF CONCERNS

1. Add a map; possibly a markup aerial that specifically identifies the location of the pick-up and drop-off area that the leasing agreement references to the leasing agreement.
2. It appears that the Church retains the right to concurrently utilize the parking area for church operations, including but not limited to other school drop-off and pick-up,, weekly church activities, and access to entrances and exits for members. Please identify what kind of daytime church activities that could cause a conflict with the use of the pick-up and drop-off parking lot in the lease agreement.
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9. If the lease agreement ends, the playground will be removed. Please provide an update on how you will address the State of Florida requirements for playgrounds.
10. The CEO/President of the school should also be signing the backup plan.

ALTERNATIVE CITY COMMISSION ACTION

- Modified Approval

CITY OF FORT PIERCE

CITY COMMISSION

JUNE 1st, 2026

Legacy Future Scholars Academy – Conditional Use (No New Construction)
(2410-606-0004-000-3)
510 Orange Avenue



Legacy Future Scholars Academy – Conditional Use (No New Construction)



Legacy Future Scholars Academy – Conditional Use (No New Construction)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **LEGACY FUTURE SCHOLARS ACADEMY – CONDITIONAL USE – PROJECT #: PZCON2025-00010**

REVIEWER: **VENNIS GILMORE, HISTORIC PRESERVATION OFFICER/SENIOR PLANNER**

BOARD DATE: **6/1/2026**

STAFF REPORT

Owner: Bunwin Inc.

Applicant: Michael Menard, Architectonic inc.

Requested Action: A review of an application for a Conditional Use to operate a private school serving Pre-Kindergarten through 8th Grade, with a capacity for up to 200 students

Location: Generally located at or near 510 Orange Avenue in Fort Pierce, FL.

Parcel IDs: 2410-606-0004-000-3

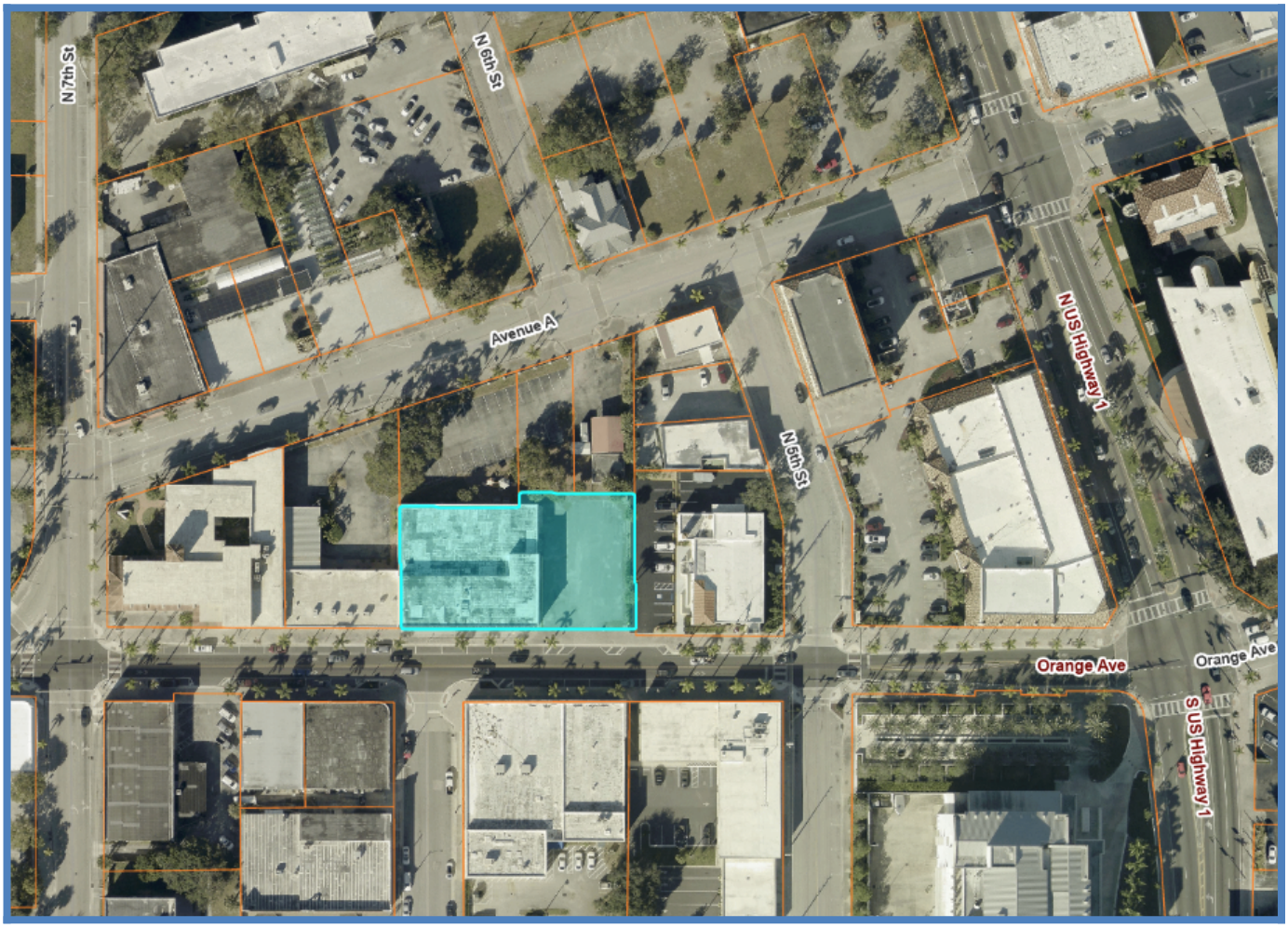
Site Area: 0.53 +/- Acres

Current FP Zoning: C-3, General Commercial Zone

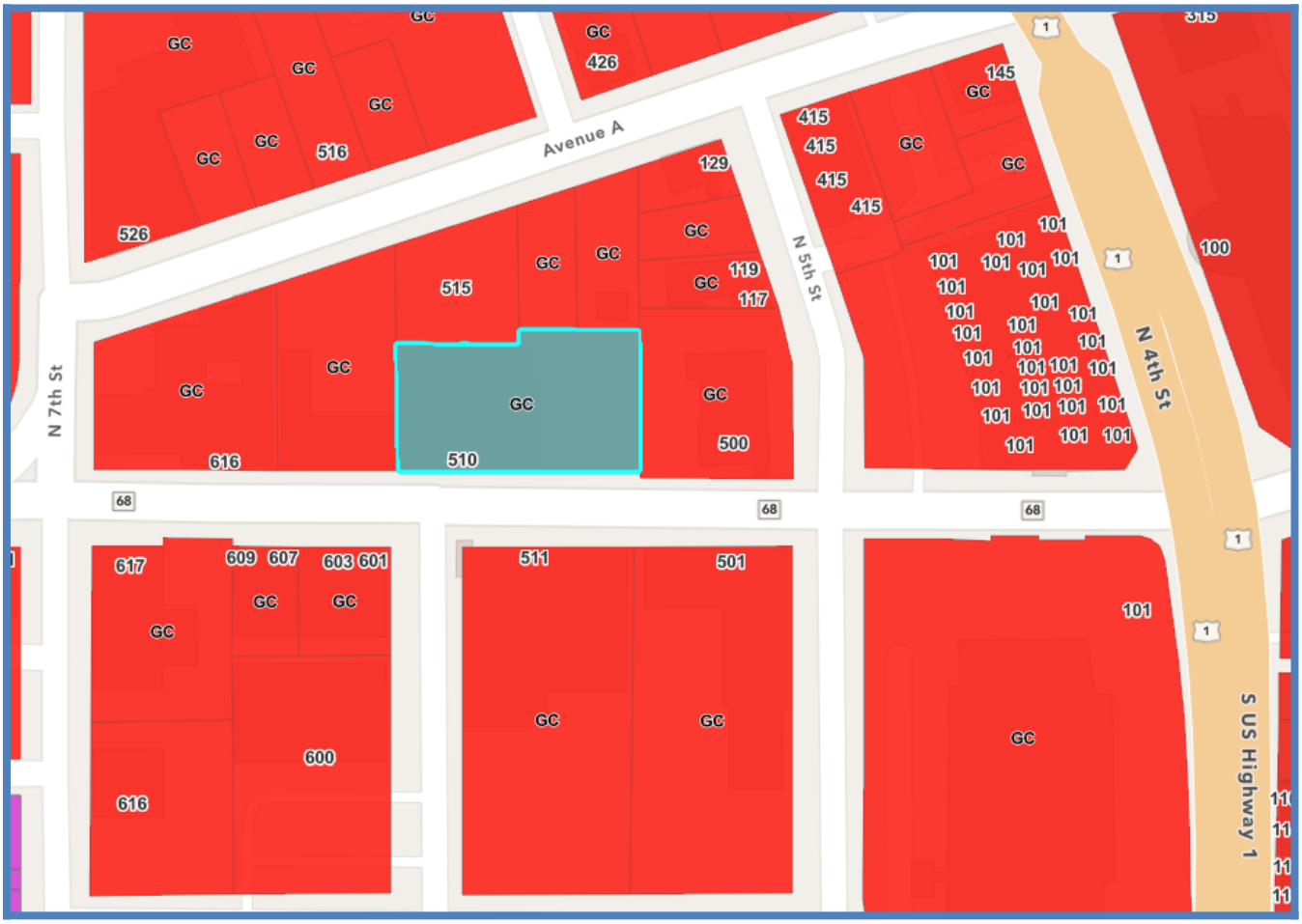
Current FP Future Land Use: GC, General Commercial

Utilities: Located within FPUA Service Area

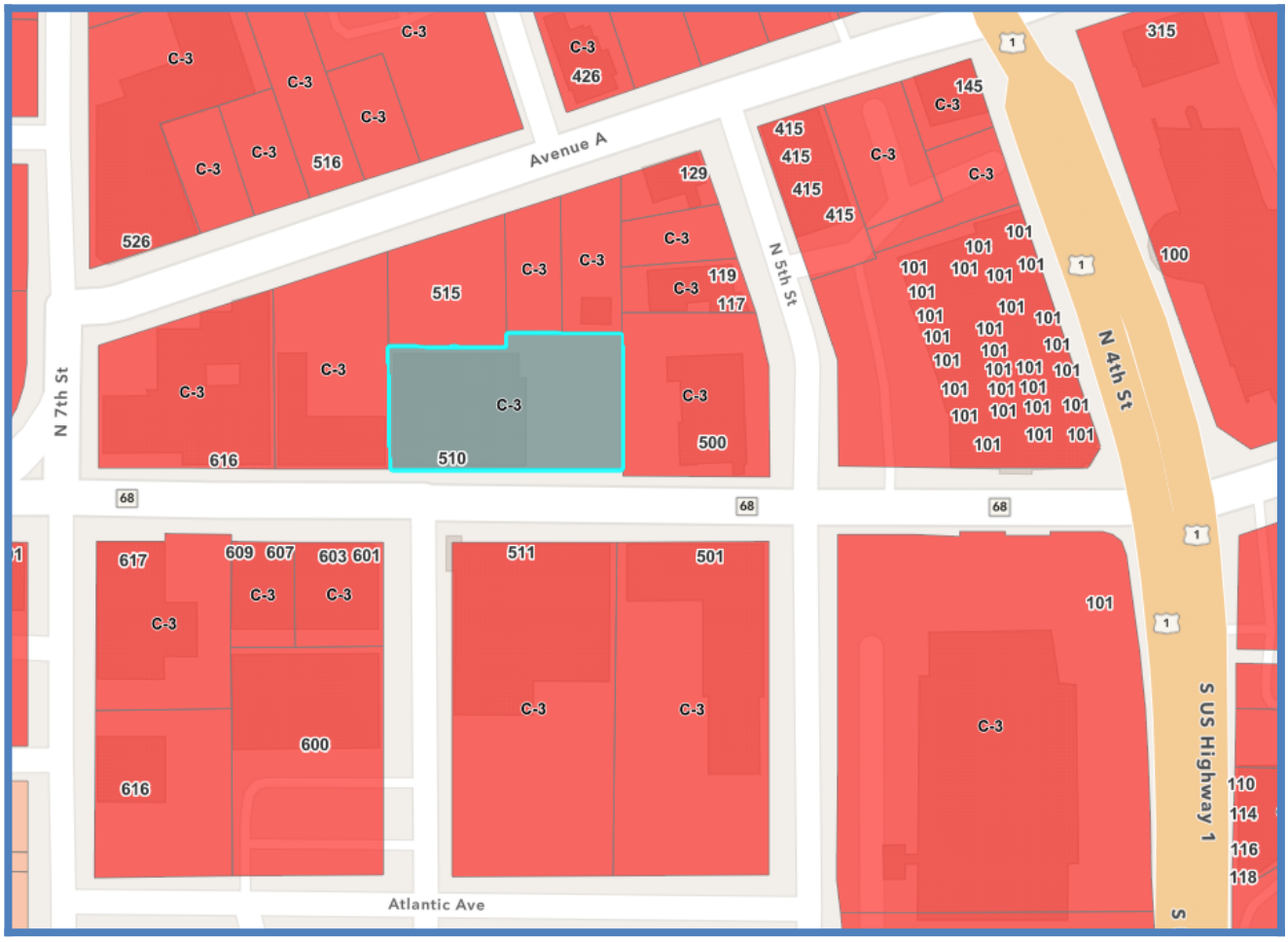
Location Map:



FP Future Land Use Map:



FP Zoning Map:



Request

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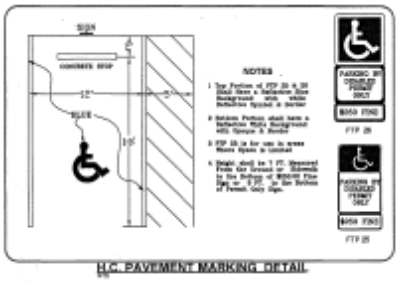
Zoning: Sec. 125-200. – (C-3) General Commercial Zone

Purpose. The district is intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead, it should promote concentrations of commercial activities.

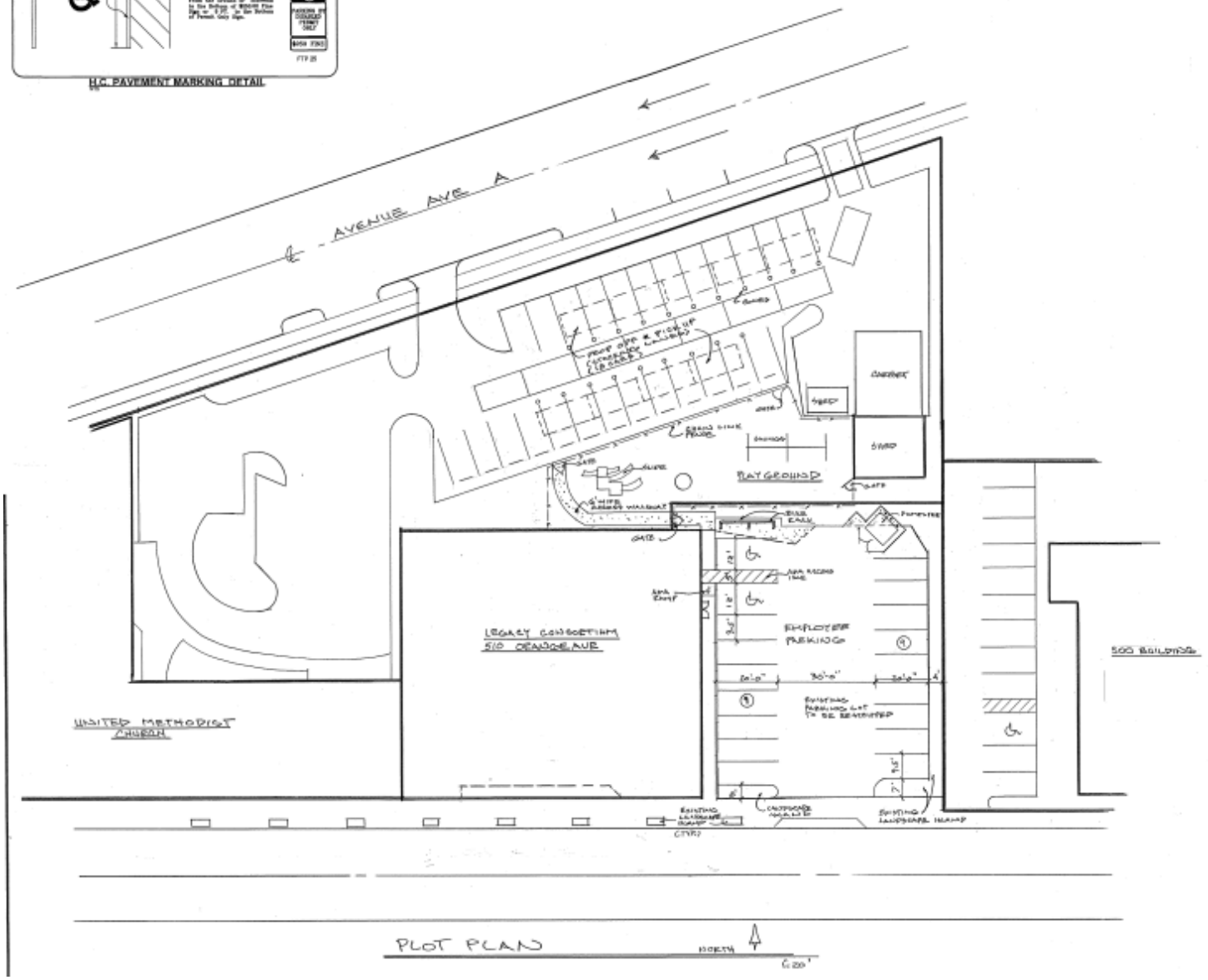
Future Land Use: Comprehensive Plan, 1.1.6 Policy (B) Commercial

General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

Site Plan



H.C. PAVEMENT MARKING DETAIL



Site Data

SITE DATA

PROJECT NAME: LEGACY CONSORTIUM
LOCATION: 510 ORANGE AVE.
LAND ZONING: C3 GENERAL COMMERCIAL
UTILITIES: FT. PIERCE UTILITIES AUTHORITY

SITE TABULATION

SITE AREA 22,592.53 S.F. OR .518 ACRES
BUILDING FOOTPRINT 12,716 S.F. 56% LOT COVERAGE

PARKING CALCULATION

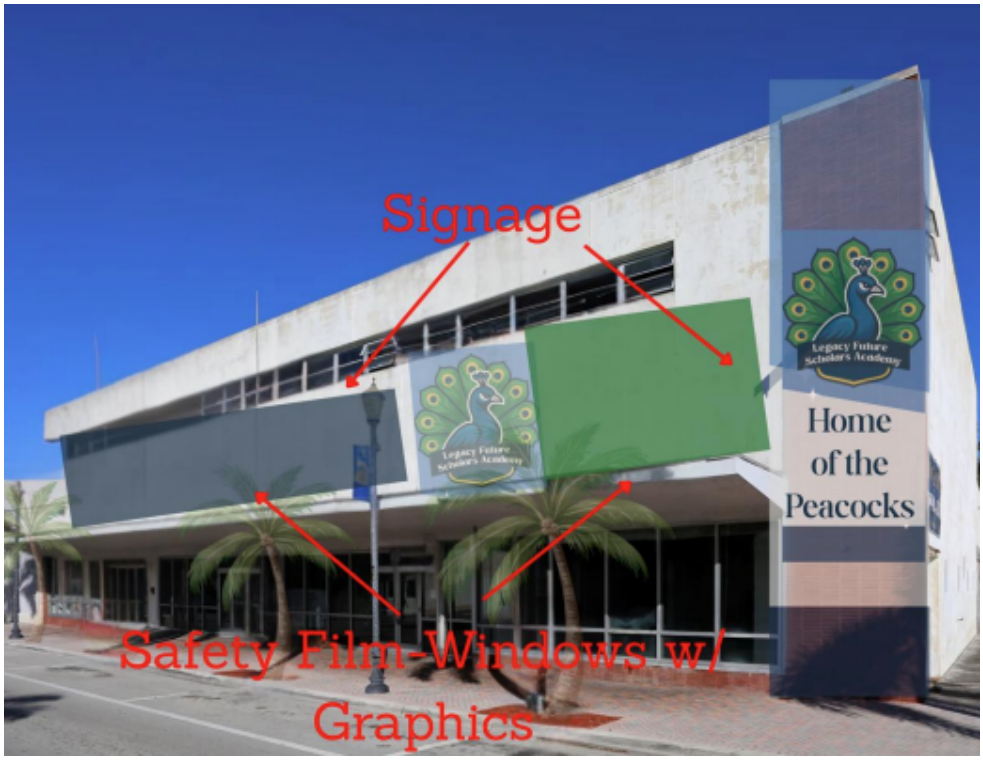
8 CLASSROOMS AT 2 SPACES PER CLASSROOM = 16 **SPACES REQUIRED**
PEACOCK ARTS DISTRICT ALLOWS A 50% REDUCTION IN PARKING SO
SPACES REQUIRED IS 15
18 SPACES ON SITE
1 DUMPSTER LOCATED PER PUBLIC WORKS
2 ADA SPACES PROVIDED & 2 BIKE RACKS PROVIDED

NOTE:

CROSS PARKING AGREEMENT WITH UNITED METHODIST CHURCH FOR USE OF THE PARKING LOT FOR STUDENT PICK AND DROP OFF WITH ACCESS TO THE SCHOOL THROUGH THE PLAYGROUND PER WRITTEN AGREEMENT PROVIDED.

The applicant intends to install school signage on the subject building and propose adding custom graphic coverings to the school windows. These coverings will not only enhance the visual appeal of our building but also provide an added layer of safety. The material allows those inside to see out while preventing visibility from the outside in—offering privacy, security, and peace of mind for students and staff alike. In addition, the applicant is investing in thoughtful landscaping upgrades to beautify their proposed campus and create a welcoming first impression. The landscape surrounding the school will be refreshed and consistently maintained, with new greenery and design features added to both the front of the building and along the side area by the parking lot. These enhancements will provide a more inviting atmosphere for families at arrival and dismissal and help foster pride in our school among students and neighbors. The adjacent parking lot will also be completely repaved, addressing wear and tear to ensure a smoother, safer experience for both drivers and pedestrians. This improvement, coupled with the addition of upgraded exterior lighting, will make early morning drop-offs and evening events more accessible, secure, and enjoyable for students, staff, and visitors.

Proposed Elevation Improvements Rendering

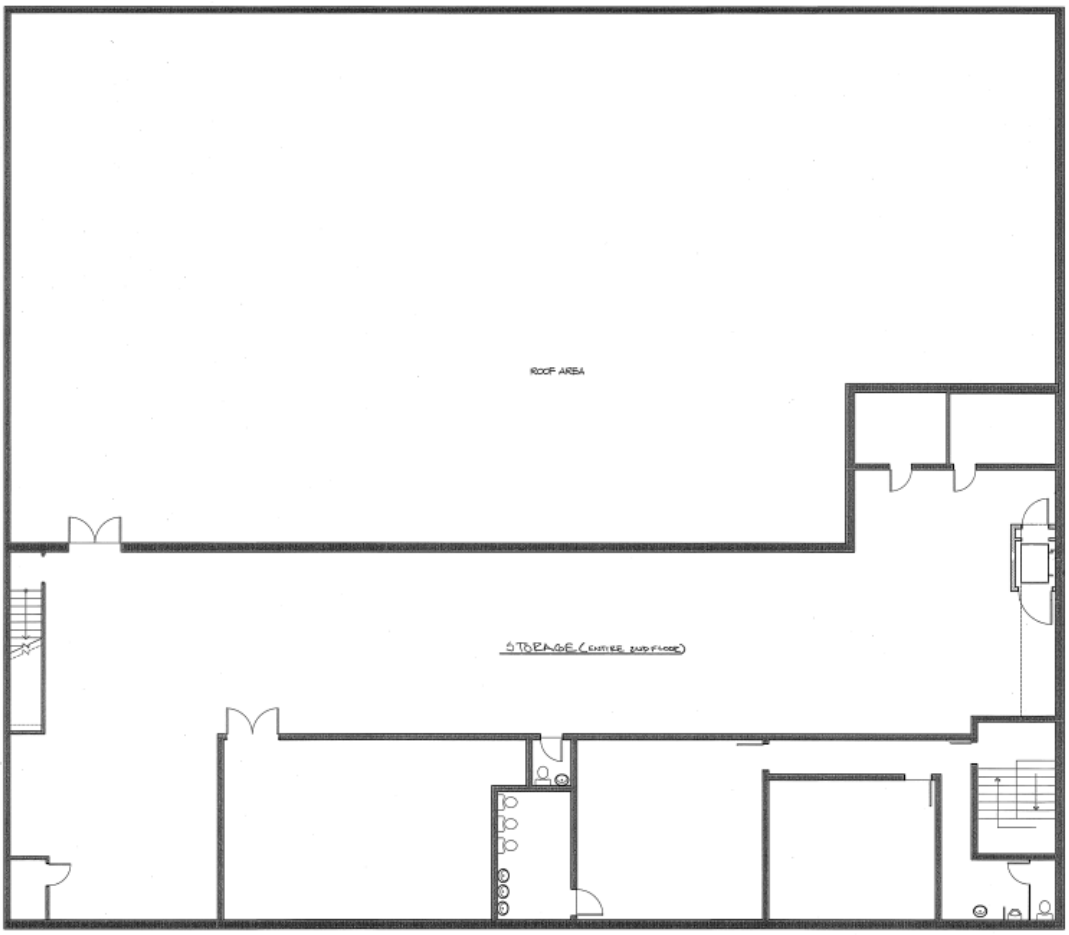




1st Floor - Floor Plan



2nd Floor – Floor Plan

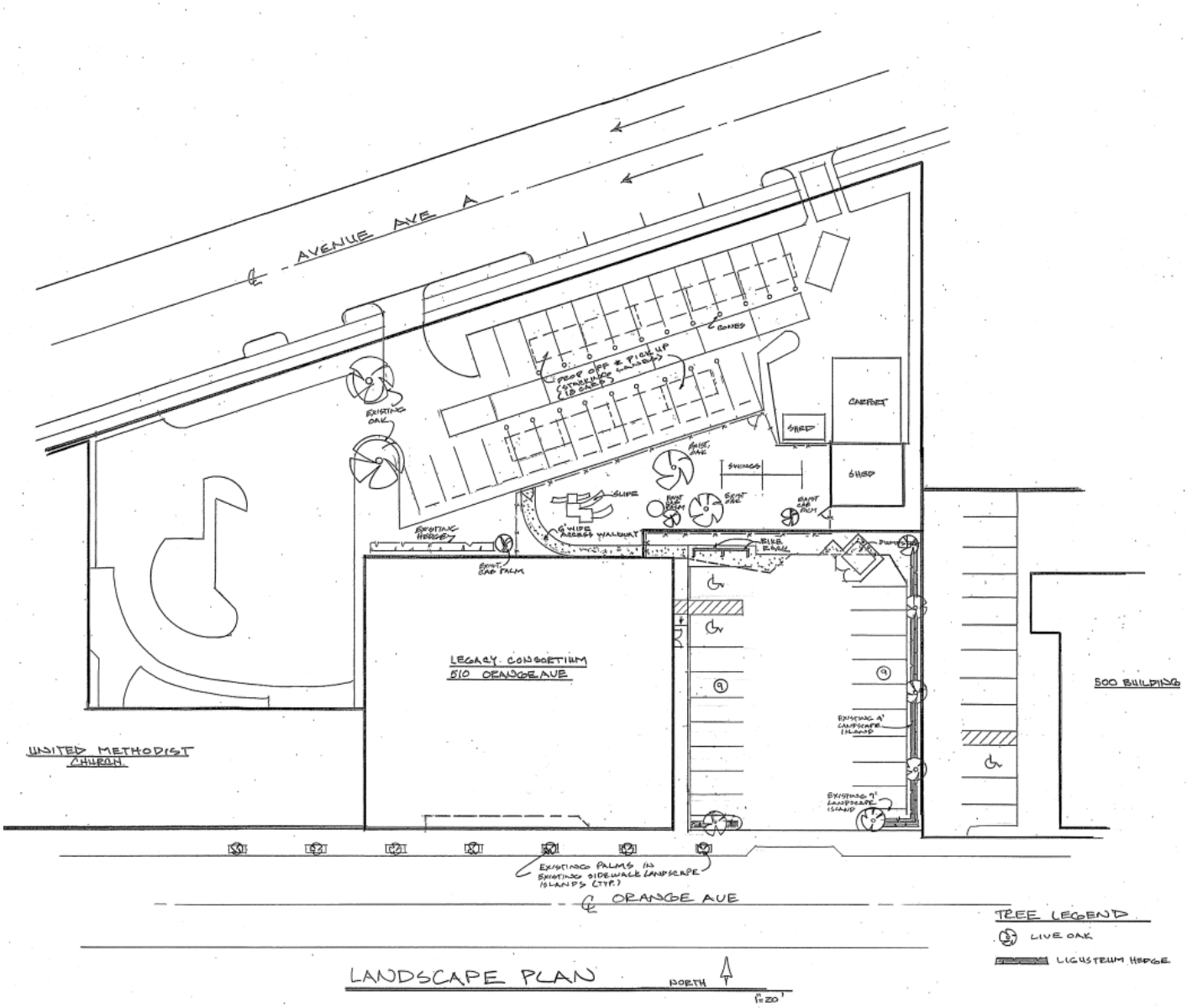


SECOND FLOOR PLAN
(NOT PART OF THE SCHOOL)
BUILDING OWNERS PERSONNEL STORAGE

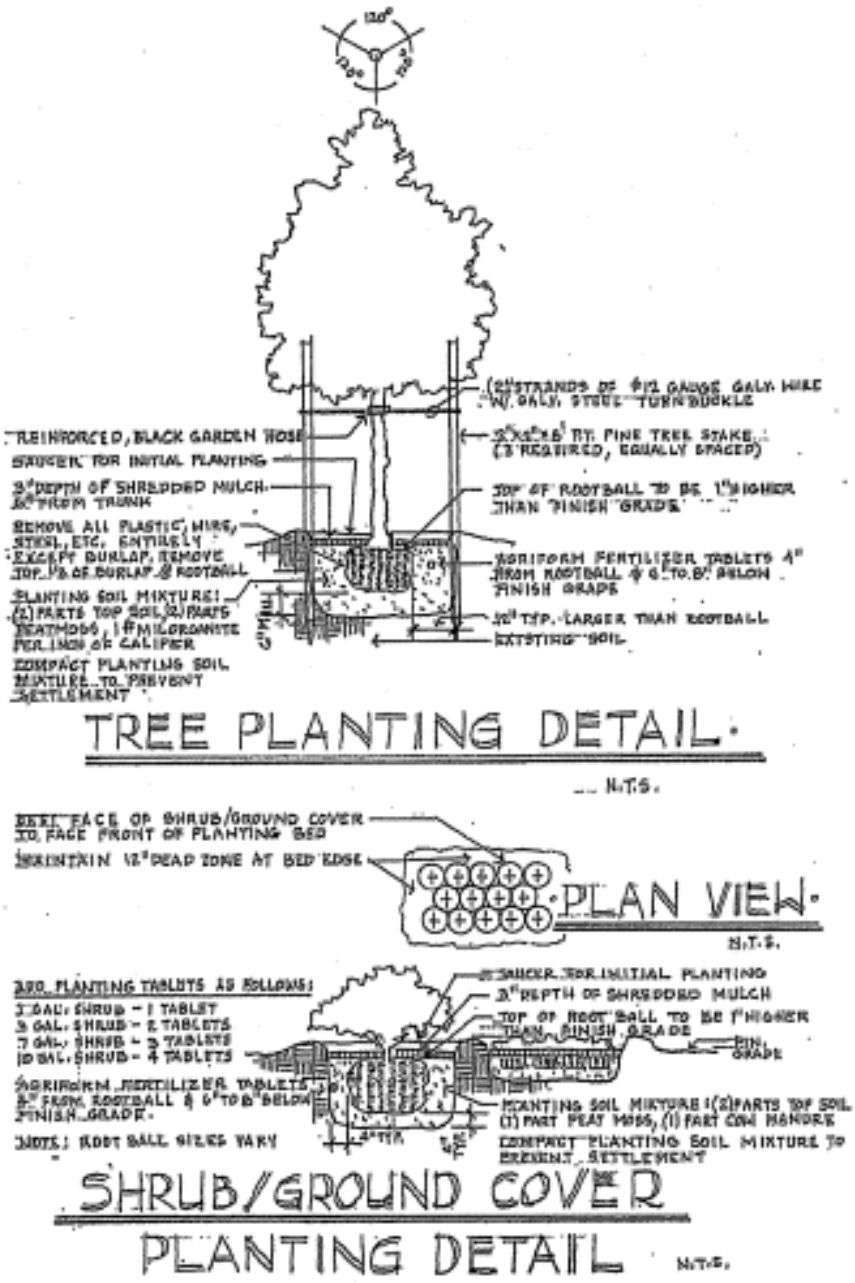
Landscaping

A total of six (6) live oak trees will be installed within the outlining landscape buffer of the parking lot. The landscape buffer will include a continuous ligustrum hedge.

Landscape Plan



Tree and Shrub Detail



Student Arrival and Dismissal Safety Plan

The school is committed to ensuring the safety of all students, particularly those arriving and departing on foot or by bicycle, given that Avenue A is a designated truck route with increased commercial traffic. The following safety measures will be implemented to mitigate risk and promote a secure environment during arrival and dismissal times.

1. Supervision and Staffing

   The school will assign trained crossing guards at all primary student crossing points along Avenue A and surrounding intersections. Crossing guards will be present during designated arrival and dismissal windows and will be equipped with safety vests, stop paddles, and communication devices. In addition, school personnel, including administrators and support staff, will be strategically positioned along student pathways to provide active supervision and assist with safe crossings and traffic flow.

2. Traffic Control and Coordination

   The school will coordinate with local authorities, as needed, to review traffic patterns and ensure appropriate safety measures are in place. Internal procedures will include staggered arrival and dismissal times to reduce congestion and limit student exposure to peak traffic conditions. Designated walking and biking routes will be identified to guide students along the safest paths to and from campus.

3. Signage and Visibility Enhancements

   Clearly visible signage will be installed in and around the school zone, including "School Zone," "Reduced Speed," "Truck Route Awareness," and pedestrian crossing signs. Temporary signage and cones will be utilized during arrival and dismissal to further alert drivers. High-visibility crosswalk markings will be maintained at all designated crossing areas.

4. Student and Parent Education

   The school will implement a parent and student orientation program focused on safety expectations and procedures for walking and biking. This will include guidance on designated routes, crossing protocols, helmet use for bicyclists, and the importance of adhering to staff directions. Ongoing communication will be provided through handbooks, meetings, and digital platforms to reinforce safety practices.

5. Continuous Monitoring and Improvement
   School leadership will regularly review safety procedures, observe arrival and dismissal operations, and adjust as needed. Feedback from parents, staff, and local partners will be used to strengthen the plan and ensure continuous improvement. Through these coordinated efforts, the school will maintain a safe, structured, and well-supervised environment that prioritizes student safety despite the challenges associated with a designated truck route

Traffic Analysis

Table 3A. Arrival Times Summary

Arrival Times	Grade	Num of Student	Total
8:00 AM	Grade 2	18	80
	Grade 3	18	
	Grade 4	22	
	Grade 5	22	
8:30 AM	Kindergarten	18	36
	Grade 1	18	
8:45 AM	Grade 6	22	66
	Grade 7	22	
	Grade 8	22	
9:00 AM	Pre K	18	18

Table 3B. Dismissal Times Summary

Dismissal Times	Grade	Num of Student	Total
12:30 PM	Pre K	18	18
1:50 PM	Kindergarten	18	36
	Grade 1	18	
3:00 PM	Grade 2	18	80
	Grade 3	18	
	Grade 4	22	
	Grade 5	22	
3:30 PM	Grade 6	22	66
	Grade 7	22	
	Grade 8	22	

Table 4. Queue Analysis Results

Required Storage (Feet)	Storage Provided (Feet)	Acceptable ?
355	400	Yes

Technical Review Committee

Affected departments have reviewed the proposed Conditional Use with No New Construction 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.

Original Recommended Conditions of Approval to the PLANNING BOARD

1. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.

2. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
3. Coordinate with the City of Fort Pierce Public Works – Solid Waste Division to ensure that your proposed dumpster enclosure meets the City Standards and is accessible for City Garbage Trucks.
4. Should vehicle-staging encroach into Avenue A right-of-way, the operator of the school shall provide an alternative transportation solution to alleviate any roadway impacts.
5. Any impacts to Avenue A, such as signage, crosswalks, temporary lane closures, etc., require a City of Fort Pierce Right-of-Way Permit approved by the City Engineer.
6. This Conditional Use Approval is based on the maximum capacity of 200 students.

Planning Board Recommendation:

The Planning Board, at their April 13th, 2026, meeting, had concerns with the subject application's shared parking lot agreement with First United Methodist Church, such as clarity on the boundaries of the shared parking lot/parent pick-up and drop-off area, the school hours of operation, the agreement not being signed by both parties, and not having a back-up (Plan B) for the parent pick-up and drop-off should the lease agreement between the subject applicant and First United Methodist Church is dissolved.

The Planning Board unanimously recommended approval of the proposed Conditional Use with two (2) additional conditions:

7. Prior to the presentation of this application to the City Commission, the lease agreement will be revised to clearly define the location, boundaries of the parking lot use, and time of operation and signed by both parties.

8. Prior to the presentation of this application to the City Commission, this application will include a back-up plan B for drop off and pick up should the lease agreement be dissolved.

The Planning Board has a total of eight (8) recommended conditions.

Staff Recommendation:

The applicant has since resubmitted after the recommendation of the Planning Board. Staff has determined that the two (2) additional recommended conditions of the Planning Board have not been addressed.

Therefore, proposed application **does not meet** the standards of the City's Code Section 125-235, and 125-237. Therefore, Staff recommends that the City Commission **DENY** the Conditional Use with No New Construction subject to the ten (10) Concerns as noted.

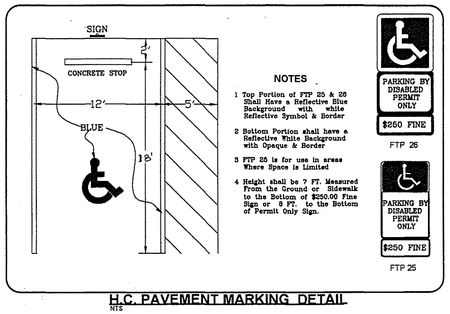
1. Add a map; possibly a markup aerial that specifically identifies the location of the pick-up and drop-off area that the leasing agreement references to the leasing agreement.
2. It appears that the Church retains the right to concurrently utilize the parking area for church operations, including but not limited to other school drop-off and pick-up,, weekly church activities, and access to entrances and exits for members. Please identify what kind of daytime church activities that could cause a conflict with the use of the pick-up and drop-off parking lot in the lease agreement.
3. The applicant does not identify operating hours, only arrival and dismissal times. Please add to leasing agreement.
4. The Back-up Plan does not identify if all students will only live in the City of Fort Pierce or can live anywhere throughout the Treasure Coast. If students from all areas of the Treasure Coast are allowed to attend, where will their parents pick up and drop off be? The backup plan generally does not seem to align with the concerns of the Planning Board and what they wanted addressed overall. The Back up plan mentions centralized pick-up and drop-off locations (any examples, this is somewhat vague). Essentially the issue is whether the backup plan is functional and addresses the concerns raised by the Planning Board. Please be more detailed and precise.
5. The three buses would have a maximum capacity of up to 195 students and the school allows for up to 200 students. Give more details about the pickup, drop off, and if there still may be some parent pickups and drop-offs. If the school is at full capacity; those 5 students need to be accounted for.
6. Where will the buses do their pick-ups and drop-offs without the leased parking lot? This should not occur along Orange Avenue. This should be identified in the backup plan.
7. Where will the buses be stored when not in use? This needs to be identified in the backup plan.
8. The adjacent parking lot has a total of 18 parking spaces with two of them being handicap accessible spaces. Yet, there are 26 staff members. Identify how this will be

addressed and the impact minimized. Will the additional employees be using on-street parking, the City Parking lot at the corner or 7th and Orange Ave, etc?

9. If the lease agreement ends, the playground will be removed. Please provide an update on how you will address the State of Florida requirements for playgrounds.
10. The CEO/President of the school should also be signing the backup plan.

Alternative Recommendation:

APPROVE – with Amended/Additional Conditions



H.C. PAVEMENT MARKING DETAIL
NTS

SITE DATA

PROJECT NAME:	LEGACY CONSORTIUM
LOCATION:	510 ORANGE AVE.
LAND ZONING:	C3 GENERAL COMMERCIAL
UTILITIES:	FT. PIERCE UTILITIES AUTHORITY

SITE TABULATION

SITE AREA 22,592.53 S.F. OR .518 ACRES
BUILDING FOOTPRINT 12,716 S.F. 56% LOT COVERAGE

PARKING CALCULATION

8 CLASSROOMS AT 2 SPACES PER CLASSROOM = 16 **SPACES REQUIRED**
PEACOCK ARTS DISTRICT ALLOWS A 50% REDUCTION IN PARKING SO SPACES REQUIRED IS 15
18 SPACES ON SITE
1 DUMPSTER LOCATED PER PUBLIC WORKS
2 ADA SPACES PROVIDED & 2 BIKE RACKS PROVIDED

NOTE:

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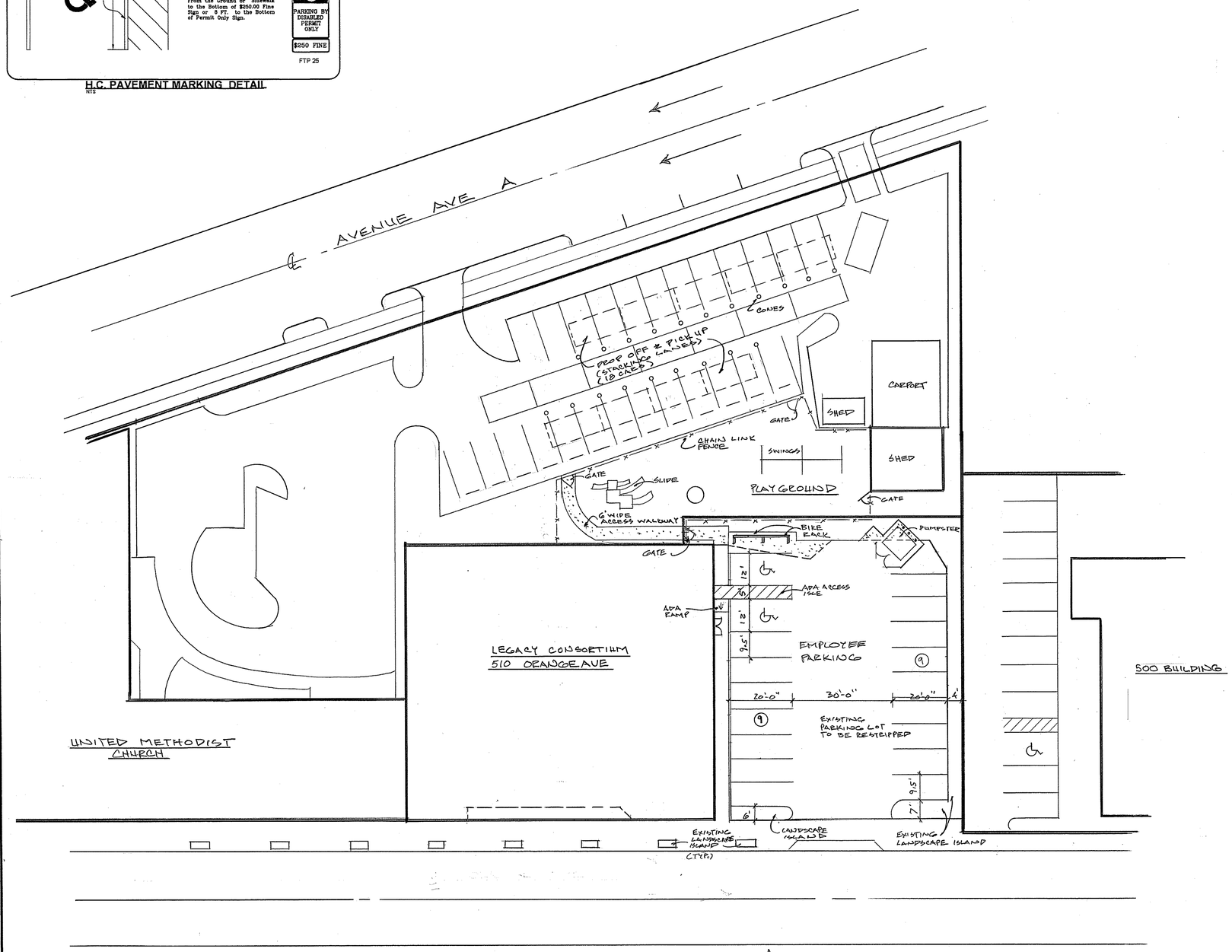
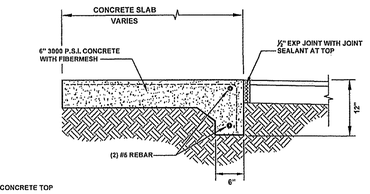
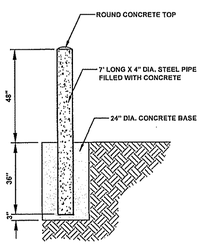


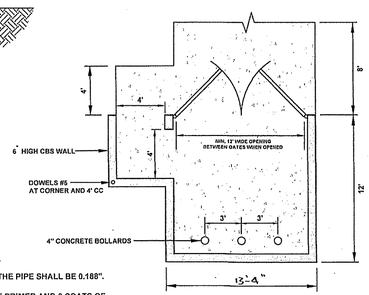
PLOT PLAN



FOOTER FOUNDATION



BOLLARD



GENERAL CONSTRUCTION NOTES

- 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.

O:\Engineering CADD Files\Drawings\Reference\City Details\City Details 2019\000 Dumpster Enclosure Detail.dwg

FORT PIERCE Florida

DUMPSTER ENCLOSURE DETAIL

DATE:	MAY 2022
SCALE:	N.T.S.
DRAWN:	D.SUMNER

SHEET

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751

WWW.ARCHITECTONICINC.COM

STATE REG #AR96898

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PROJECT

LEGACY CONSORTIUM
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION
1	3/24/26	REVISED ECCOCATE ADA PARKING/ADD LANDSCAPE ISLAND

KEY PLAN

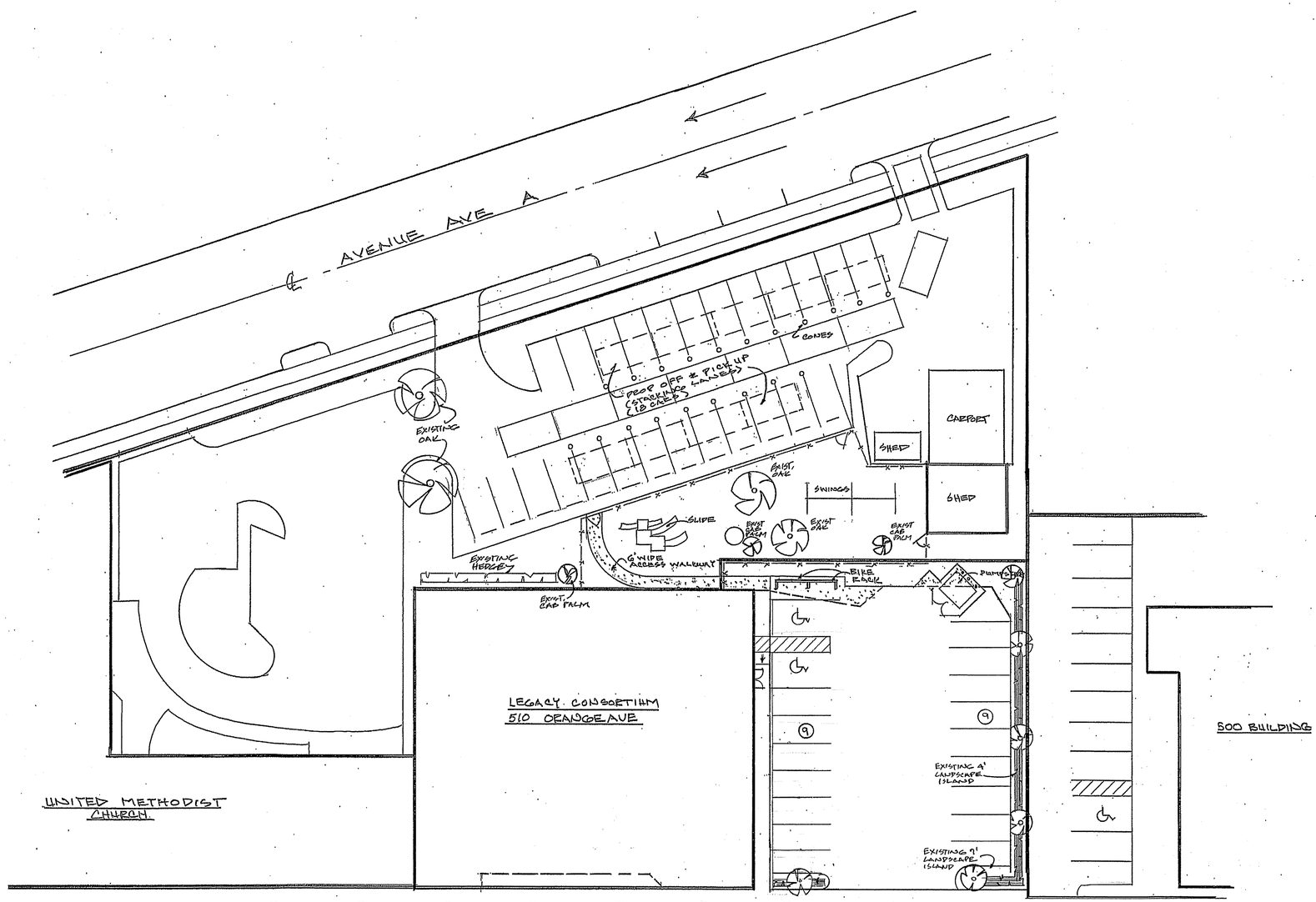
SHEET TITLE / SHEET NUMBER

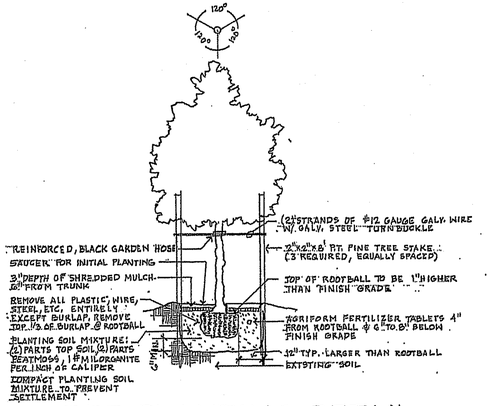
P-1 OF 1

PROJECT NUMBER C25019

DATE

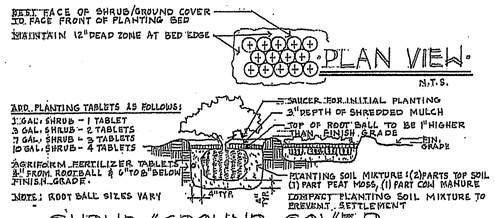
LEGACY CONSORTIUM





TREE PLANTING DETAIL

N.T.S.



PLAN VIEW

N.T.S.

SHRUB/GROUND COVER PLANTING DETAIL

N.T.S.

LANDSCAPE PLAN

NORTH

1"=20'

TREE LEGEND

LIVE OAK

LIGUSTRUM HEDGE

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7761

WWW.ARCHITECTONICINC.COM

STATE REG #AR98698

COPYRIGHT 2024

PROJECT

LEGACY CONSORTIUM
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR98698

REVISIONS

NO.	DATE	REVISION
1	3/20/26	REVISED ADD LANDSCAPE ISLAND & RELOCATE ADA PARKING

KEY PLAN

SHEET TITLE / SHEET NUMBER

L-1

OF 1

PROJECT NUMBER C.250 19

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500 • Palm City • Florida • 34990
(772) 286-8030 • www.mackenzieengineeringinc.com

To: City of Fort Pierce

From: Shaun G. MacKenzie, P.E.

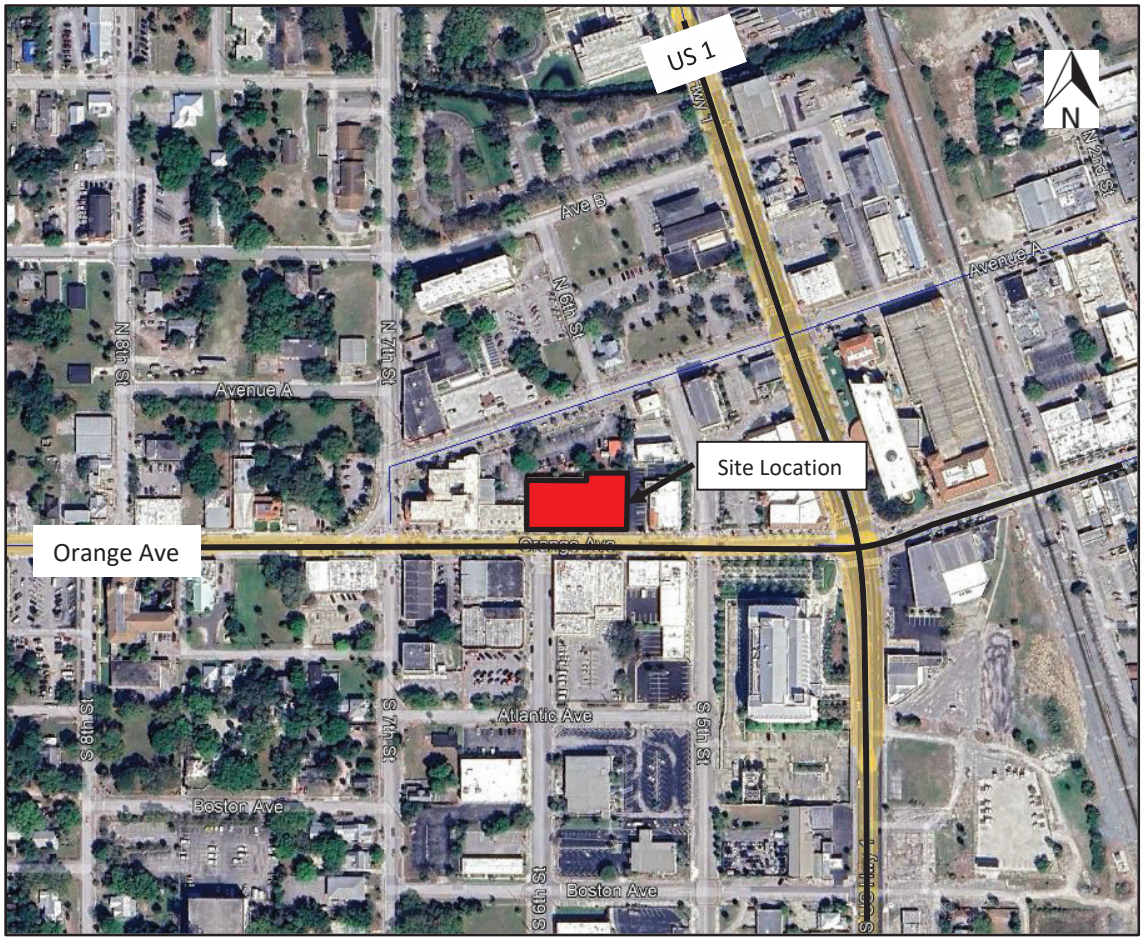
Date: February 17, 2026

Re: 510 Orange Avenue
Traffic Statement (MEP Job: 320001)

INTRODUCTION

MacKenzie Engineering and Planning, Inc. performed an analysis of the traffic impacts resulting from 510 Orange Avenue. The project is located at 510 Orange Avenue, Fort Pierce, Florida. The project proposes to convert 12,515 SF of existing retail to a 200-student K-8 Private school. The project location is shown in Figure1.

Figure 1. Site Location



TRAFFIC GENERATION

The study uses the following trip generation rates published in the Institute of Traffic Engineers' (ITE) report, *Trip Generation (12th Edition)*:

- Private School (K-8) (ITE Land Use 530)
- Strip Retail Plaza (<40k) (ITE Land Use 822)

Existing Uses

- 12,515 SF of Retail (ITE Land Use 822)

The existing site is expected to generate the following external trips:

- 455 daily, 29 AM peak hour (16 in/13 out), and 53 PM peak hour (27 in/26 out) trips.

The existing site is expected to generate the following driveway trips:

- 758 daily, 49 AM peak hour (27 in/22 out), and 89 PM peak hour (45 in/44 out) trips.

Proposed Uses

- 200 Students of K-8 Private School (ITE Land Use 530)

The proposed project is expected to generate the following net new external and driveway trips:

- 822 daily, 181 AM peak hour (101 in/80 out), and 52 PM peak hour (24 in/28 out) trips.

Net Change

The change of net new external trips:

- 367 daily, 152 AM peak hour (85 in/67 out), and -1 PM peak hour (-3 in/2 out) trips.

The change of driveway trips:

- 64 daily, 132 AM peak hour (74 in/58 out), and -37 PM peak hour (-21 in/-16 out) trips.

The project trips will be spread over multiple time periods and are not projected to impact the PM peak hour (4-6 PM).

Internal Capture

The proposed internal capture is 0.

Pass-by Trip Capture

The ITE Trip Generation Manual *(12th Edition)* doesn't include the pass-by rate of Strip Retail Plaza (<40k) (Land Use 822). To be conservative, the proposed pass-by capture of 40 percent is used for commercial uses and is in accordance with the ITE pass-by rates for the land-use Shopping Plaza (40-150k) (Land Use 821).

Table 1. Trip Generation

Land Use	Intensity	Daily Trips	AM Peak Hour Total	AM Peak Hour In	AM Peak Hour Out	PM Peak Hour Total	PM Peak Hour In	PM Peak Hour Out
Existing Site Traffic								
Strip Retail Plaza (<40 ksf)	12.515 1000 SF	758	49	27	22	89	45	44
Pass-By Traffic								
Strip Retail Plaza (<40 ksf)	40.0%	303	20	11	9	36	18	18
NET EXISTING TRIPS		***455***	***29***	***16***	***13***	***53***	***27***	***26***
Total Existing Driveway Volumes		***758***	***49***	***27***	***22***	***89***	***45***	***44***
Proposed Site Traffic								
Private School (K-8)	200 Students	822	181	101	80	52	24	28
NET PROPOSED TRIPS		***822***	***181***	***101***	***80***	***52***	***24***	***28***
Total Proposed Driveway Volumes		***822***	***181***	***101***	***80***	***52***	***24***	***28***
NET CHANGE IN EXTERNAL TRIPS		**367**	**152**	**85**	**67**	**(1)**	**(3)**	**2**
NET CHANGE IN DRIVEWAY VOLUMES		**64**	**132**	**74**	**58**	**(37)**	**(21)**	**(16)**

Note: Trip generation was calculated using the following data:

Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
Strip Retail Plaza (<40 ksf)	822	1000 SF	T = 42.2 (X) + 229.68	40%	55/45	3.93	50/50	Ln(T) = 0.68 Ln(X) +
Private School (K-8)	530	Students	4.11	0%	56/44	T = 1.11(X) - 40.99	46/54	0.26

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Avenue A is analyzed in order to evaluate the concurrency impact of the project.

Table 2. 2027 Roadway Analysis – Avenue A

Roadway	From	To	E + C Lanes	Capacity	Existing Peak Hour Volumes(1)	Count Year	Growth Rate	2027 Background	Assign ment	Project Traffic	2027 Buildout	2027 LOS	Acceptable ?
Avenue A	7th Street	US 1	2	790	231	2025	2.5%	243	100%	85	328	C	YES

(1) St. Lucie County Traffic Counts and Level of Service Report (2025)

Avenue A is project to operate acceptably in the AM peak hour as shown in Table 2 and is not projected to impact the PM peak hour as shown in Table 1 (-1 PM peak hour trips).

QUEUING ANALYSIS

All vehicles will travel westbound on Avenue A and enter the Methodist Church parking lot, which will be used as the staging/queuing area for both arrival and dismissal. Vehicles will queue in three organized lanes inside the church lot, under staff direction. All vehicles will exit by turning left onto Avenue A and continuing west.

There are four drop-off and pick-up periods shown in Tables 3A and 3B. Each queue will resolve prior to the next pick-up drop-off period. Therefore, all four cases were examined to ensure that there are no backups onto Avenue A.

The queues were estimated using the Municipal and School Transportation Assistance (MSTA) School Traffic Calculator. The queues assume that all students are driven (no bus) and that staff park in the Orange Avenue parking lot or arrive/leave during alternative time periods. The estimated queues for each dismissal period are shown in the table. Table 4 shows the average maximum queue. The recommended queue storage is 355 feet.

Table 3A. Arrival Times Summary

Arrival Times	Grade	Num of Student	Total
8:00 AM	Grade 2	18	80
	Grade 3	18	
	Grade 4	22	
	Grade 5	22	
8:30 AM	Kindergarten	18	36
	Grade 1	18	
8:45 AM	Grade 6	22	66
	Grade 7	22	
	Grade 8	22	
9:00 AM	Pre K	18	18

Table 3B. Dismissal Times Summary

Dismissal Times	Grade	Num of Student	Total
12:30 PM	Pre K	18	18
1:50 PM	Kindergarten	18	36
	Grade 1	18	
3:00 PM	Grade 2	18	80
	Grade 3	18	
	Grade 4	22	
	Grade 5	22	
3:30 PM	Grade 6	22	66
	Grade 7	22	
	Grade 8	22	

Table 4. Queue Analysis Results

Required Storage (Feet)	Storage Provided (Feet)	Acceptable ?
355	400	Yes

CONCLUSION

Based on the above analysis, the net change in PM Peak hour trips between the existing use and the proposed traffic use is negative. The AM peak hour shows acceptable operation on Avenue A. Therefore, transportation concurrency is met.

The 200-student private school will operate with four arrival and dismissal periods. Pick-up and drop-off will occur in the Methodist Church parking lot along Avenue A. Based on the analysis, 355 of queue storage for parent pick-up is recommended. The parking lot will provide three (3) queuing pickup lines that provide 400 feet of storage. Therefore, on-site queuing is projected to be adequate.

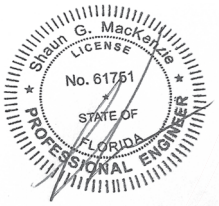
The applicant meets the City of Fort Pierce's requirements.

EXHIBIT

Exhibit A - Queue Storage Graphic

Exhibit B - MSTA School Traffic Calculations

Exhibit C - St. Lucie County Traffic Counts and Level of Service Report (2025)

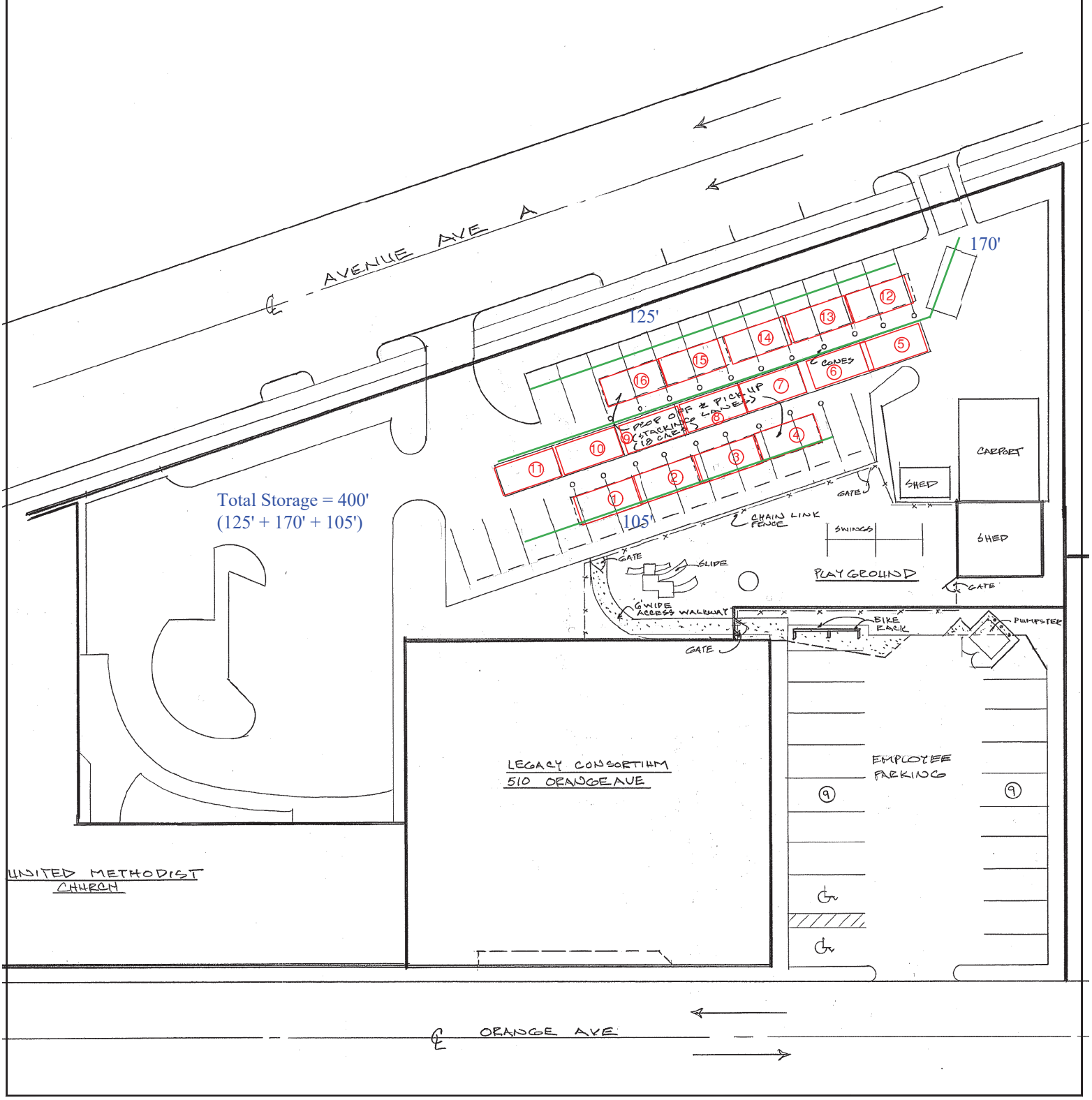


Digitally signed by Shaun G MacKenzie
Date: 2026.02.17 16:23:08 -05'00'

Shaun G. MacKenzie
Florida P.E. 61751
CA#29013

EXHIBIT "A"

UNITED METHODIST CHURCH
LEGACY CONSORTIUM



MSTA School Traffic Calculations

AM and PM Peak Traffic Estimates

(These numbers do not reflect peak hour traffic volumes)

AM Cars / Student	PM Cars / Student	Avg. Car Length	PM At one Time
55.94%	39.15%	22.19	48.67%
52.91%	47.50%	22.19	46.12%
50.08%	47.58%	22.83	55.71%

School Name:

Type: **Urban Charter**

Version: 04012021

Maximum Queue (Average)

MSTA School Queue Input

Calculations

Grade Level	Student Population	Number of Buses	Staff Members	Student Drivers	PM Total Vehicles	PM Peak Vehicles	Average Queue Length	Total AM Trips	Total PM Trips	High Demand Length
										30%
K - 10	80				32	16	355	90	64	462
11th										
12th										
Sum >>	80				32	16	355	90	64	462
										107

Grade K-10

Direction	AM Trips Generated: Parents	Buses	Staff	Trips	PM Trips Generated: Parents	Buses	Staff	Trips
IN	45			45	32			32
OUT	45			45	32			32
		AM K-10 Trips		90		PM K-10 Trips		64

ADT
154

Direction	AM Trips Generated: Parents	Buses	Staff		Trips	PM Trips Generated: Parents	Buses	Staff		Trips
IN										
OUT										
			AM 11th Trips					PM 11th Trips		

Direction	AM Trips Generated: Parents	Buses	Staff		Trips	PM Trips Generated: Parents	Buses	Staff		Trips
IN										
OUT										
			AM 12th Trips					PM 12th Trips		

All AM TRIPS	In	45
	Out	45
	Total	90

All PM TRIPS	In	32
	Out	32
	Total	64

ADT
154

NOTES

- **Average Queue Length does not** include an alternative traffic pattern required for high traffic demand days which is usually 30% additional length.
- **Average Queue Length does not** include the Student Loading Zone.
- Peak traffic volumes at schools normally occur within a 30-minute time period. (justifying a PHF of 0.5)

Calculated 2/17/2026 By:_____

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

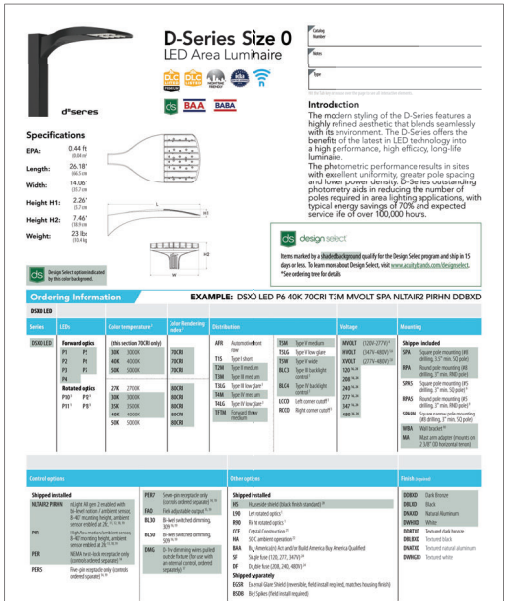
Traffic Counts and Level of Service Report
2025

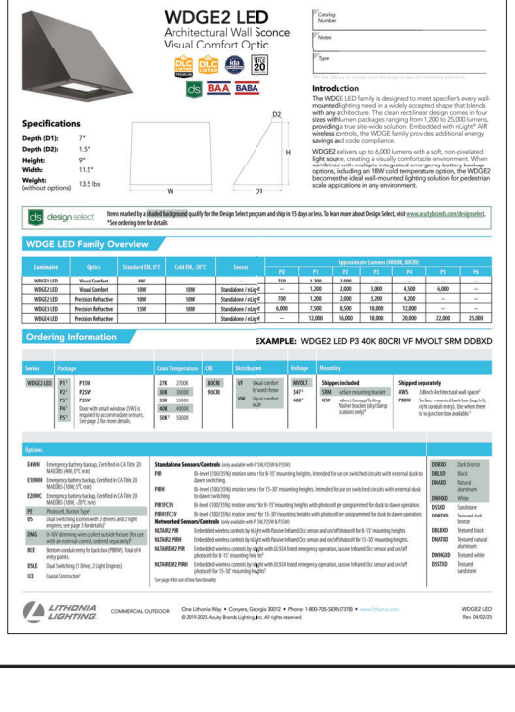
Roadway Name	Location	STATION ID	2025 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
25TH ST	VIRIGINIA AVE to NEBRASKA AVE	529	23,683	2023	2,000	1,393	C	0.70	1,147	C	0.57
25TH ST	NEBRASKA AVE to OKEECHOBEE RD	609	21,514	2024	2,000	1,108	C	0.55	1,080	C	0.54
25TH ST	OKEECHOBEE RD to GEORGIA AVE	609	21,514	2024	1,630	1,108	D	0.68	1,080	D	0.66
25TH ST	GEORGIA AVE to DELAWARE AVE	609	21,514	2024	1,630	1,108	D	0.68	1,080	D	0.66
25TH ST	DELAWARE AVE to ORANGE AVE	780	22,500	2025	1,630	1,088	D	0.67	1,149	D	0.70
25TH ST	ORANGE AVE to AVENUE D	610	20,161	2023	1,630	1,003	D	0.62	1,161	D	0.71
25TH ST	AVENUE D to AVENUE Q	781	18,500	2025	1,630	1,005	D	0.62	1,196	D	0.73
25TH ST	AVENUE Q to JUANITA AVE	781	18,500	2025	2,000	1,005	C	0.50	1,196	C	0.60
25TH ST	JUANITA AVE to ST LUCIE BLVD	782	13,000	2025	2,100	805	C	0.38	959	C	0.46
25TH ST	ST LUCIE BLVD to US 1	783	7,700	2025	2,100	479	C	0.23	433	C	0.21
29TH ST	AVENUE D to ORANGE AVE	774	4,100	2025	790	216	C	0.27	220	C	0.28
29TH ST	AVENUE D to AVENUE Q	774	4,100	2025	790	216	C	0.27	220	C	0.28
33RD ST	OKEECHOBEE RD to DELAWARE AVE	611	6,596	2023	750	374	D	0.50	336	C	0.45
33RD ST	DELAWARE AVE to ORANGE AVE	763	6,400	2025	790	368	C	0.47	389	C	0.49
35TH ST	KIRBY LOOP RD to CORTEZ BLVD	612	5,334	2023	540	386	D	0.71	332	D	0.61
35TH ST	CORTEZ BLVD to VIRGINIA AVE	612	5,334	2023	790	386	C	0.49	332	C	0.42
35TH ST	VIRGINIA AVE to OKEECHOBEE RD	613	4,730	2021	750	232	C	0.31	250	C	0.33
53RD ST	ANGLE RD to JUANITA AVE	614	2,334	2022	540	152	C	0.28	157	C	0.29
AE BACKUS AVE	7TH ST to US 1	632	931	2022	750	66	C	0.09	68	C	0.09
AIROSO BLVD	PORT ST LUCIE BLVD to THORNHILL DR	303	16,500	2025	2,100	1,104	C	0.53	909	C	0.43
AIROSO BLVD	THORNHILL DR to CROSSTOWN PKWY	303	16,500	2025	2,100	1,104	C	0.53	909	C	0.43
AIROSO BLVD	CROSSTOWN PKWY to PRIMA VISTA BLVD	243	19,858	2024	2,100	1,007	C	0.48	1,025	C	0.49
AIROSO BLVD	PRIMA VISTA BLVD to FLORESTA DR	101	15,445	2024	2,000	820	C	0.41	873	C	0.44
AIROSO BLVD	FLORESTA DR to ST JAMES DR	301	21,000	2025	2,100	1,186	C	0.56	1,111	C	0.53
ANGLE RD	ORANGE AVE to AVENUE D	100	8,834	2024	790	476	D	0.60	464	D	0.59
ANGLE RD	AVENUE D to AVENUE Q	100	8,834	2024	540	476	D	0.88	464	D	0.86
ANGLE RD	AVENUE Q to 53RD ST	615	8,345	2023	600	559	D	0.93	503	D	0.84
ANGLE RD	53RD ST to KEEN RD	616	5,931	2023	630	373	C	0.59	321	C	0.51
ANGLE RD	KEEN RD to KINGS HWY	616	5,931	2023	880	373	C	0.42	321	C	0.36
ANGLE RD	KINGS HWY to JOHNSTON RD	617	3,811	2022	1,070	237	B	0.22	228	B	0.21
ANGLE RD	JOHNSTON RD to FLORIDA'S TURNPIKE	770	2,400	2025	1,070	161	B	0.15	155	B	0.14
AVENUE A	7TH ST to US 1	765	2,000	2025	790	231	C	0.29	234	C	0.30

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.





LIGHTING FIXTURE SCHEDULE

MK	DESCRIPTION	LAMPS QTY	LAMPS WATTS	LAMPS TYPE	DIFFUSER	MOUNTING	VOLT	MANUFACTURER	REMARKS
C1	WALL-MOUNTED AREA LIGHT	–	29	LED	–	WALL MOUNTED	120V	LITHONIA DSXW1 LED-P4-30K-80CRI-TFTM-MVOLT-PE	
C2	WALL-MOUNTED AREA LIGHT	–	49	LED	–	WALL MOUNTED	120V	LITHONIA DSXW2 LED-P4-30K-80CRI-TFTM-MVOLT-PE	
SL2	POLE MOUNTED AREA LIGHT	–	93	LED	–	POLE MOUNTED 20'-0" AFG	120V	LITHONIA DSXO-LED-P4-30K-80CRI-T2M-HS-MVOLT-NLTAIR2-PIRHN-DDBXD	NOTE 4
SL4	POLE MOUNTED AREA LIGHT	–	93	LED	–	POLE MOUNTED 20'-0" AFG	120V	LITHONIA DSXO-LED-P4-30K-80CRI-T4M-HS-MVOLT-NLTAIR2-PIRHN-DDBXD	NOTE 4
SLF	POLE MOUNTED AREA LIGHT	–	93	LED	–	POLE MOUNTED 20'-0" AFG	120V	LITHONIA DSXO-LED-P4-30K-80CRI-TFTM-HS-MVOLT-NLTAIR2-PIRHN-DDBXD	NOTE 4

FIXTURE SCHEDULE NOTES:

1. FIXTURE SCHEDULE IS PROVIDED TO ESTABLISH A LEVEL OF QUALITY AND SET THE BASIS OF DESIGN FOR THIS PROJECT. ALTERNATE PACKAGES OF EQUAL OR GREATER QUALITY WILL BE ACCEPTED ONLY FROM SESCO, FLORIDA LIGHTING ASSOCIATES AND LIGHTING PARTNERS OF CENTRAL FLORIDA. NO OTHERS WILL BE CONSIDERED FOR THIS PROJECT.
2. SUBMIT CATALOG CUT SHEETS FOR APPROVAL PRIOR TO ORDERING LIGHTING FIXTURES. SUBMIT ANY DISCREPANCIES TO THE ARCHITECT/ENGINEER PRIOR TO SUBMITTING BIDS. SUBMISSIONS OF SHOP DRAWINGS TO THE ENGINEER/ARCHITECT THAT DO NOT MEET THE ABOVE REQUIREMENTS WILL NOT BE APPROVED.
4. TYPE DSX SERIES LIGHTING FIXTURES SHALL BE SIDE ARM MOUNTED WITH OUT TENON ADAPTERS WHEN USING ROUND FIBERGLASS OR ALUMINUM POLES. PROVIDE TENON ADAPTOR (TSQ/ASTSQ WHEN MOUNTING DSX SERIES LIGHTING FIXTURES TO CONCRETE POLES.
5. PROVIDE WITH 27' OVERALL DIRECT BURIED TAPERED PRESTRESSED CONCRETE POLE, INSTALLED PER MANUFACTURERS WRITTEN INSTRUCTIONS. PROVIDED POLE MINIMUM EPA LOADING SHALL EXCEED THE FIXTURE AND MOUNTING ARM COMBINED EPA PER THE LOCAL WIND REQUIREMENTS OF 150MPH, 3 SECOND GUST, EXPOSURE B PER THE FLORIDA BUILDING CODE. SUBMIT WRITTEN SIGNED AND SEALED DOCUMENTATION INDICATING COMPLIANCE.
6. PROVIDE POLE MOUNTED SITE LIGHTING WITH INTEGRAL WIRELESS CONTROLS REQUIRED TO MEET FBC C405.2.7 FOR EXTERIOR POWER REDUCTION REQUIREMENTS.



SITE PHOTOMETRIC PLAN
SCALE: 1" = 20'-0"
SCALE 1/16" = 1'-0"

THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA
SEC. 125-315 OFF-STREET PARKING AND LOADING
(j) LIGHTING

(1) OFF-STREET PARKING SHALL BE PROVED WITH LIGHTING AS FOLLOWS:
- A. FOR COMMERCIAL, INDUSTRIAL AND GOVERNMENTAL USES, A MINIMUM AVERAGE OF TWO FOOTCANDLES;
- B. FOR MULTISTRUCTURE RESIDENTIAL COMPLEXES, EDUCATIONAL FACILITIES, CHURCHES OR OTHER USES OTHER THAN AS SET FORTH IN THE OTHER IMMEDIATELY PRECEDING SUBSECTION, A MINIMUM AVERAGE OF ONE FOOTCANDLE;
- C. IN A MULTILEVEL PARKING STRUCTURE A MINIMUM AVERAGE OF FIVE FOOTCANDLES EXCEPT THAT THE TOP LEVEL, IF OPEN TO THE SKY, SHALL BE THE SAME AS FOR AN OPEN PARKING LOT;
- D. FOR A USE INVOLVING ON PREMISES CONSUMPTION OF ALCOHOLIC BEVERAGES, AS PROVIDED IN SECTION 4-6, A MINIMUM OF THREE FOOTCANDLES.

(2) THE UNIFORMITY RATION FOR ALL LIGHTING CLASSIFICATIONS IS TO HAVE AN AVERAGE/MINIMUM RATIO OF FOUR TO ONE.

(3) THE LIGHTING PROVIDED FOR BY THIS SECTION SHALL HAVE A FOOTCANDLE INTENSITY AS SET FORTH ABOVE FROM DUSK UNTIL 30 MINUTES AFTER THE TERMINATION OF USE OF, OR BUSINESS AT, THE PREMISES, BUT THEREAFTER SUCH LIGHTING INTENSITY MAY BE REDUCED TO 50 PERCENT OF THE REQUIRED MINIMUM.

(4) OUTDOOR LIGHTING REQUIRED BY THIS SECTION SHALL BE DESIGNED SO THAT ANY OVER SPILL OF LIGHTING ONTO ADJACENT PROPERTIES SHALL NOT EXCEED 0.5 FOOTCANDLE ILLUMINATION, VERTICALLY AND HORIZONTALLY.

(5) OUTDOOR LIGHTING INSTALLATIONS REQUIRED BY THIS SECTION FOR ANY USE INVOLVING SITE PLAN APPROVAL IN ACCORDANCE WITH SECTION 125-313 SHALL NOT BE PLACED IN PERMANENT USE UNTIL THERE IS FURNISHED A LETTER OF COMPLIANCE FROM A REGISTERED ENGINEER OR ARCHITECT, OR DULY AUTHORIZED REPRESENTATIVE OF SUCH ENGINEER OR ARCHITECT, STATING THAT THE INSTALLATION HAS BEEN FIELD CHECKED AND MEETS THE REQUIREMENTS AS SET FORTH ABOVE. THIS LETTER SHALL BE SUBJECT TO APPROVAL BY THE CITY ENGINEER. UPON INSTALLATION OF THE LIGHTING, A CERTIFICATE SHALL THEN BE FILED WITH THE CITY ENGINEER BY A REGISTERED ENGINEER OR ARCHITECT OF DESIGN SHOWING THAT SUCH INSTALLATION MEETS WITH REQUIREMENTS IMPOSED BY THIS SECTION. SUCH LETTER AND CERTIFICATION ARE NOT REQUIRED FOR LIGHTING INVOLVED WITH USES WHERE SITE PLAN APPROVAL UNDER SECTION 125-313 IS UNNECESSARY THROUGH SUCH LIGHTING IS OTHERWISE SUBJECT TO THE REQUIREMENTS OF THIS SECTION.

STATISTICS

DESCRIPTION	SYMBOL	AVG	MAX	MIN	MAX/MIN	AVG/MIN
PROPERTY LINE	+	0.1 fc	1.0 fc	0.0 fc	N/A	N/A
PARKING NORTH	⁂	1.5 fc	3.0 fc	0.4 fc	7.5 : 1	3.8 : 1
PARKING SOUTH	⁂	1.5 fc	3.4 fc	0.4 fc	8.5 : 1	3.8 : 1

REV 1: REVISED LIGHTING LAYOUT. 1

REV#	DATE	REVISION
1	2025-10-20	REV 1

CONSTRUCTION ENGINEERING GROUP
Consulting Engineers
2651 EAU GALLIE BLVD. SUITE A
MELBOURNE, FL 32935
TEL. 321.253.1221
WWW.CEGENGINEERING.COM
C.O.A. #0030897

LEGACY CONSORTIUM
PARKING PHOTOMETRICS
510 ORANGE AVE, FORT PIERCE, FL 34950
DRAWING TITLE
SITE PHOTOMETRIC PLAN

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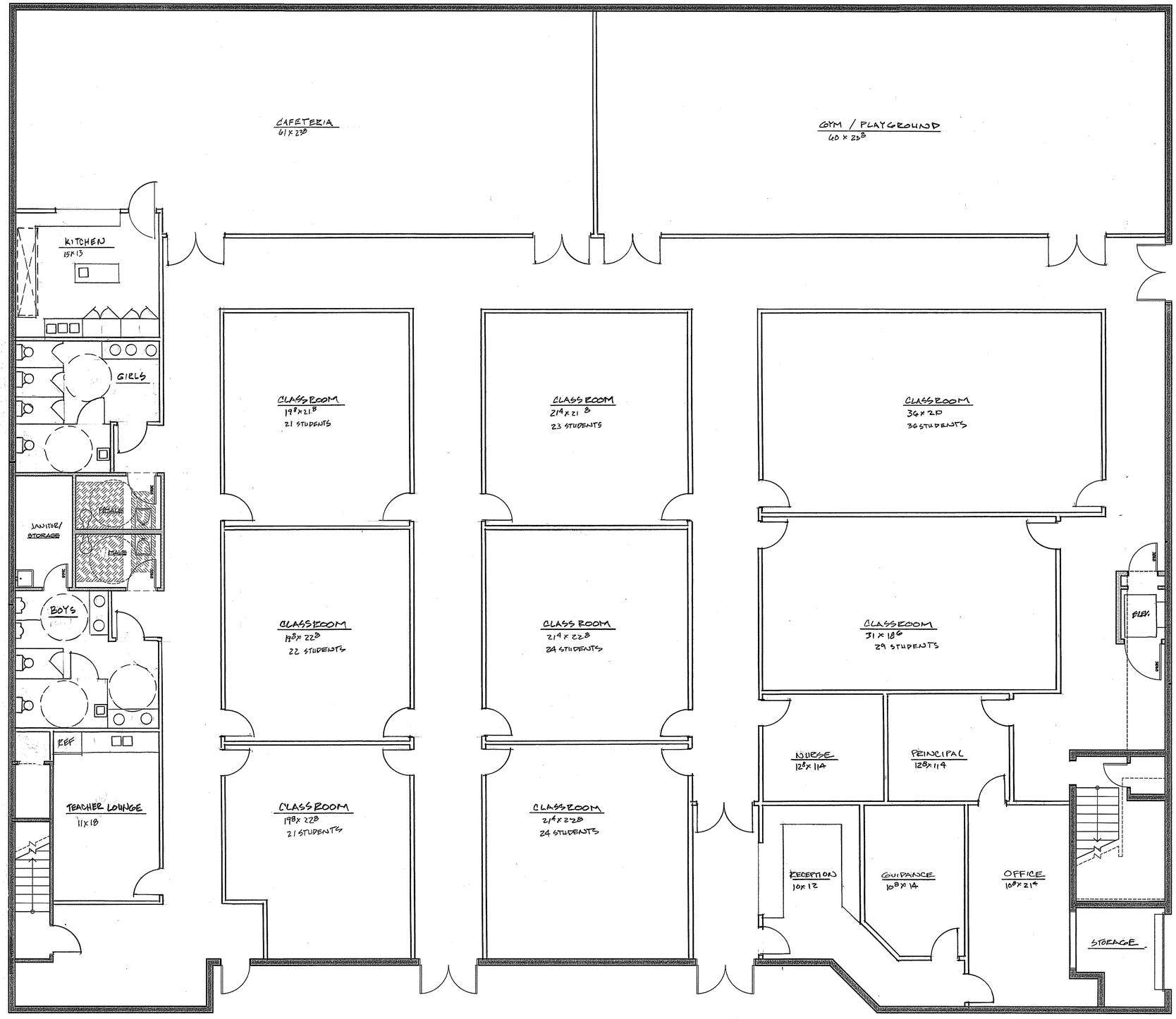
ENGINEER OF RECORD

STATE OF FLORIDA
DAVID E. ALLEY
PROFESSIONAL ENGINEER
Digitally signed by David E. Alley
Date: 2025.10.21 00:43:35 -04'00'
DAVID E. ALLEY, PE
PE #55008

DATE: 08-13-25
SCALE: AS NOTED
PROJ. NO.: 250204
DESIGNED BY: BJB
DRAWN BY: BJB
CHECKED BY: DEA
DRAWING NO.: SP1

DAVID E. ALLEY, STATE OF FLORIDA, PROFESSIONAL ENGINEER, LICENSE NO. 55008. THIS ITEM HAS BEEN DIGITALLY SEALED BY DAVID E. ALLEY, PE ON THE DATE INDICATED HERE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.



SQUARE FOOTAGE

FIRST FLOOR (SCHOOL)	12,716 S.F.
SECOND FLOOR (STORAGE)	5,712 S.F.
TOTAL UNDER ROOF	18,428 S.F.

FIRST FLOOR STUDENT COUNT	200
SECOND FLOOR STORAGE	0
TOTAL NUMBER OF STUDENTS	**200**
FACULTY	26
TOTAL OCCUPANT LOAD	226

FIRST FLOOR PLAN

3/16"

ARCHITECT

Architectonic Inc

808 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751

WWW.ARCHITECTONICINC.COM

STATE REG #AR96898

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PROJECT

LEGACY CONSORTIUM
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

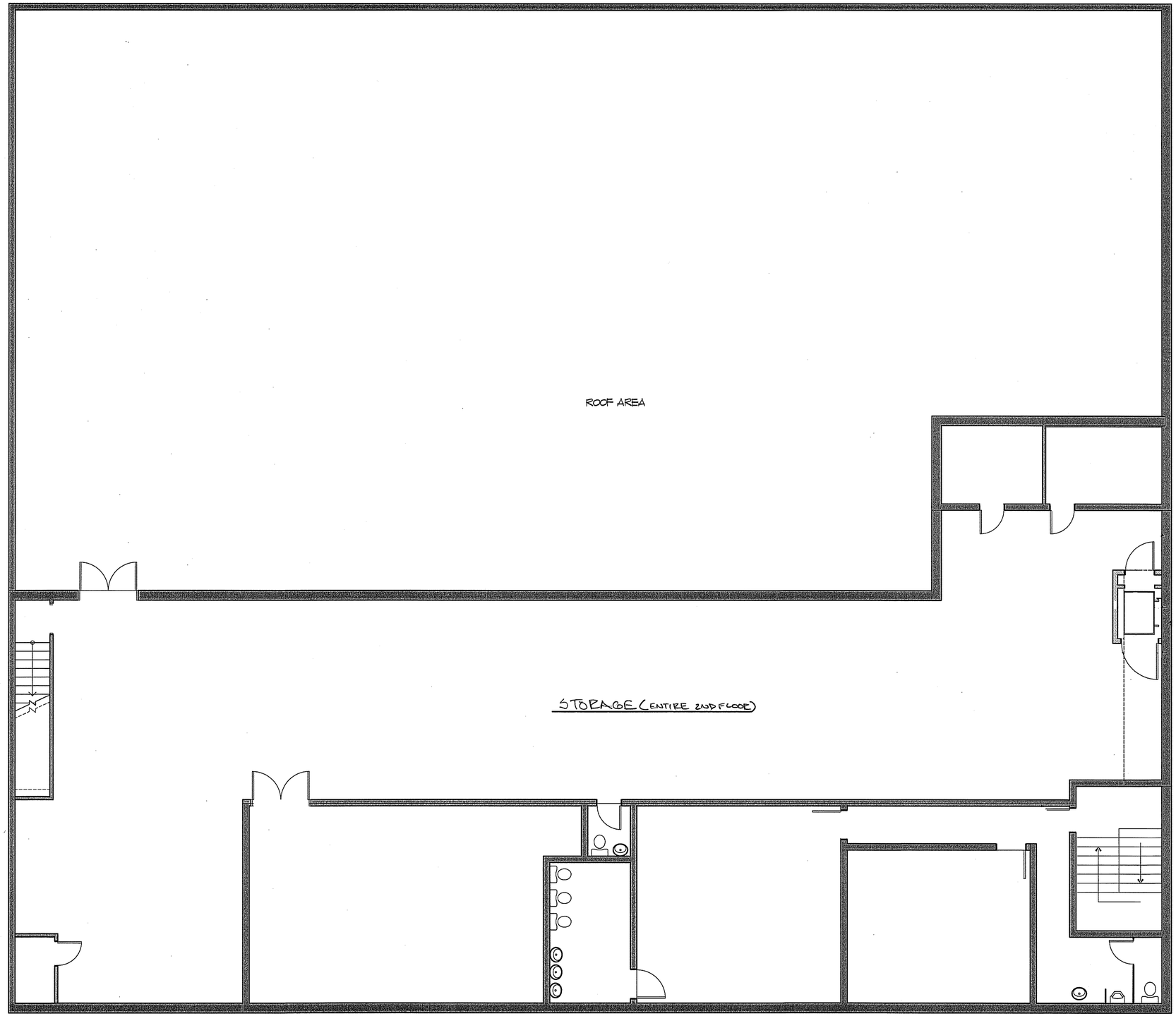
KEY PLAN

SHEET TITLE / SHEET NUMBER

A-1 OF 2

PROJECT NUMBER C25019

DATE



SECOND FLOOR PLAN

(NOT PART OF THE SCHOOL)
BUILDING OWNERS PERSONNEL STORAGE

3/16"

ARCHITECT

Architectonic Inc

806 DELAWARE AVENUE
FORT PIERCE, FLORIDA 34950
T: 772 460 7751

WWW.ARCHITECTONICINC.COM

STATE REG #AR96898

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PROJECT

LEGACY CONSORTIUM
CITY OF FT. PIERCE, FLORIDA

CLIENT

CONSULTANTS

REGISTRATION

MICHAEL J. SEAL, AIA
AR96898

REVISIONS

NO.	DATE	REVISION

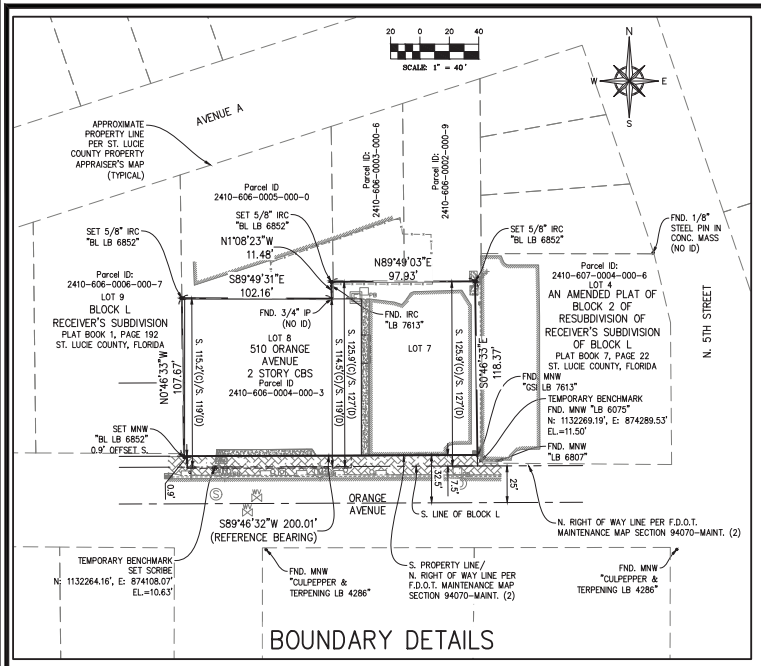
KEY PLAN

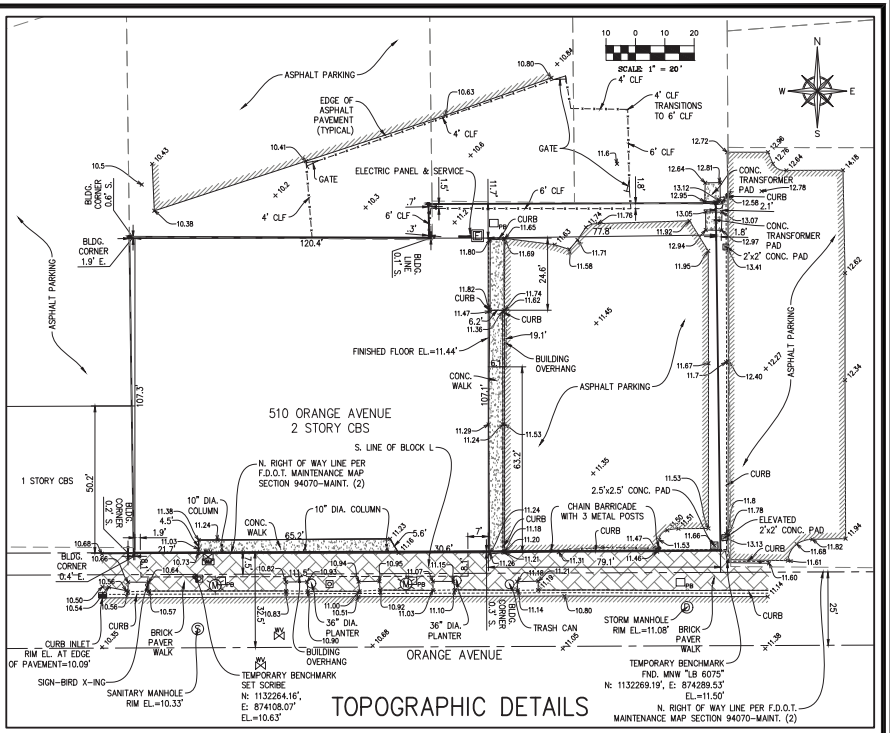
SHEET TITLE / SHEET NUMBER

A-2 OF 2

PROJECT NUMBER C25019

DATE



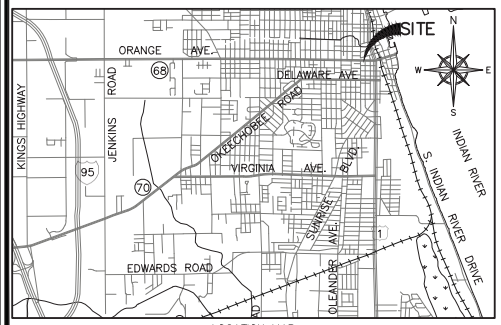


ABBREVIATIONS

BL	BETSY LINDSAY, INC.
BLDG.	BUILDING
(C)	COMPUTED PER FOUND MONUMENTATION
CBS	CONCRETE BLOCK STRUCTURE
CLF	CHAINLINK FENCE
CONC.	CONCRETE
(D)	PER DEED
DIA.	DIAMETER
EL.	ELEVATION
F.D.O.T.	FLORIDA DEPARTMENT OF TRANSPORTATION
FND.	FOUND
IP	IRON PIPE
IRC	IRON ROD & CAP
LB	LICENSED BUSINESS
MNW	MAG NAIL & WASHER
NO.	NUMBER
P.L.S.	PROFESSIONAL LAND SURVEYOR

SYMBOL LEGEND

- × 15.25 FIELD LOCATED POINT WITH ELEVATION (HARD SURFACES)
- × 15.2 FIELD LOCATED POINT WITH ELEVATION (SOFT SURFACES)
- SANITARY CLEANOUT
- WATER VALVE
- WATER METER
- WIRE PULL BOX
- UTILITY RISER (TYPE UNKNOWN)
- METAL LIGHT POLE
- WOOD POWER POLE



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. BEARINGS, COORDINATES AND DISTANCES AS SHOWN HEREON ARE REFERENCED TO GRID NORTH, BASED ON STATE PLANE COORDINATES, U.S. SURVEY FEET, NORTH AMERICAN DATUM OF 1983/2011 (N.A.D. 83/11), FLORIDA EAST ZONE, REFERENCE A BEARING OF S89°46'32"W ALONG THE SOUTH PROPERTY LINE.
2. ELEVATIONS AS SHOWN HEREON REFERENCE THE NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D 88), REFERENCE NATIONAL GEODETIC SURVEY (N.G.S.) BENCHMARK "M 350", ELEVATION = 17.51 FEET. THE TEMPORARY BENCHMARKS AS SHOWN THIS SURVEY ARE BASED ON A CLOSED LEVEL LOOP FROM "M 350" TO "M 350", WITH A VERTICAL CLOSURE OF 0.00 FEET. ELEVATIONS AS SHOWN HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL POSITIONAL ACCURACY OF 0.05 FEET.
3. THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
4. THIS SURVEY IS BASED ON A CLOSED GEOMETRIC FIGURE EXCEEDING A HORIZONTAL CLOSURE OF 1:10,000.
5. THERE WAS NO ATTEMPT TO LOCATE ANY SUBSURFACE FOUNDATIONS.
6. NO UNDERGROUND UTILITIES WERE LOCATED OR SHOWN HEREON.
7. THIS SURVEY IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR UNLESS DIGITALLY SIGNED.
8. THIS SURVEY WAS DONE IN THE FIELD UTILIZING GLOBAL POSITIONING SYSTEM (G.P.S.) WITH REAL TIME KINEMATIC (R.T.K.) ALL DISTANCES GIVEN ARE GRID DISTANCES. THE SCALE FACTOR IS 0.99999578.
9. THIS PROPERTY IS LOCATED IN FEDERAL FLOOD ZONE X, REFERENCE FEMA MAP COMMUNITY NO. 120286, PANEL 0179, SUFFIX K, EFFECTIVE DATE FEBRUARY 19, 2020. NO SEARCH FOR MAP MODIFICATIONS HAS BEEN DONE BY THIS SURVEYOR.
10. LAST DATE OF FIELD DATA ACQUISITION WAS CARRIED OUT ON JULY 30, 2025.

LEGAL DESCRIPTION

THE SOUTH 127 FEET OF LOT 7 AND THE SOUTH 119 FEET OF LOT 8, BLOCK L, RECEIVER'S SUBDIVISION IN FORT PIERCE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 1, PAGE 192, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; EXCEPT THE SOUTH 2 FEET THEREOF CONVEYED TO THE CITY OF FORT PIERCE, FLORIDA, FOR STREET RIGHTS-OF-WAY OR OTHER PUBLIC USE AND THE RIGHT OF THE PUBLIC IN THE CONCRETE SIDEWALK LOCATED UPON THE NORTH 5 FEET OF THE SOUTH 7 FEET THEREOF.

CONTAINING 22,549 SQUARE FEET OR 0.52 ACRES, MORE OR LESS.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE "BOUNDARY SURVEY" AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A FIELD SURVEY MADE UNDER MY DIRECTION AND CHARGE FROM JULY 16, 2025 THROUGH JULY 30, 2025 AND SAID "BOUNDARY SURVEY" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "BOUNDARY SURVEY" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "BOUNDARY SURVEY" 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.

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.

Robert J. Mellis
Digitally signed by Robert J. Mellis
Date: 2025.07.30 14:34:40 -04'00'

ROBERT J. MELLIS, P.L.S.
FLORIDA REGISTRATION NO. 5214

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER UNLESS DIGITALLY SIGNED

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY ROBERT J. MELLIS, P.L.S. 5214 ON July 30, 2025

ROBERT J. MELLIS CERTIFICATE NO. 5214 STATE OF FLORIDA PROFESSIONAL LAND SURVEYOR

BETSY LINDSAY
A DIVISION OF HALEY WARD, INC.
7987 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5783 (772)286-5933 FAX
LICENSED BUSINESS NO. 6852

DATE	REVISIONS

DATE 07/16/2025
SCALE AS SHOWN
FIELD BK. FP 20
DRAWN BY DJB
CHECKED BY R.J.M.

A PORTION OF LOTS 7 & 8, BLOCK L, RECEIVER'S SUBDIVISION
510 ORANGE AVENUE, FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

BOUNDARY & TOPOGRAPHIC SURVEY

BUNWIN INC.

SHEET NO. 1
OF 1 SHEETS
PROJECT NO. 2012485.001 (25-83)

P:\FLD\2012485 Bunwin Inc\510 ORANGE AVE 25-83\ACAD\25-83 BUNWIN 510 ORANGE AVE BND.dwg, Layout 1, 7/30/2025 2:52:51 PM, dbullington

Legacy Future Scholars Academy respectfully seeks county approval to operate at 510 Orange Avenue, bringing to the community a values-driven, innovative, and sustainable private school option for families in St. Lucie county, specifically those in the Fort Pierce community.

Families across the region have expressed a growing desire for high-quality educational alternatives that blend academic rigor with a strong moral foundation. Legacy Future Scholars Academy answers this call by offering a hands-on, multisensory learning environment designed to develop core competencies in reading and mathematics, while instilling lifelong values of leadership, gratitude, service, and excellence. The school will serve PreK through 8th grade students, with capacity for up to 200 students, providing much-needed educational seats in an accessible location.

The Legacy Team

The school is guided by a diverse and highly accomplished leadership team uniquely equipped to ensure both operational stability and academic excellence. At the helm of its financial operations is a seasoned business leader who has successfully run a thriving company in the St. Lucie area for over ten years, bringing unmatched expertise in financial projections, budget management, and sustainable growth. Complementing this perspective is a dedicated parent advocate with hands-on experience in homeschooling and strong community ties, providing an authentic voice for parental choice and individualized learning. The academic leadership is driven by a former principal and academic director with extensive experience as a teacher, instructional coach, assistant principal, and principal. Holding a graduate degree in educational leadership and actively pursuing doctoral research in school improvement and transformation, this leader brings a proven track record of elevating student achievement, driving school turnaround initiatives, and cultivating cultures of academic rigor and continuous improvement. Rounding out the team is a facilities manager with over 25 years of expertise in construction, maintenance, and safety oversight, ensuring the learning environment remains safe, secure, and efficient. Together, this leadership team combines business acumen, educational expertise, community advocacy, and operational excellence to guarantee that the school will be financially stable, academically rigorous, and deeply connected to the community it serves.

Facility and Community Parternships

The proposed building at 510 Orange Avenue is well suited for the Academy's facility requirements—spanning classrooms, administrative space, a multipurpose room, and a designated play area. In addition to these core spaces, the school has secured strategic community partnerships to ensure safe and effective operations:

Shared Playground: First United Methodist Church has agreed to allow shared use of its playground for students, expanding opportunities for physical activity and recreation.
Shared Parking: The neighboring property at 500 Orange Avenue has agreed to shared parking access. The school will repave both the lot at 510 Orange Avenue and the area connecting to 500 Orange Avenue, ensuring smooth traffic flow and safe pedestrian pathways during arrival and dismissal. The United Methodist Church, has also agreed to a shared parking agreement, where the school can use their parking lot for both arrival and dismissal.

Arrival and Dismissal Plan

To further minimize congestion along Orange Avenue, the school will stagger student start and dismissal times:

Start Times/Arrival Times:

-Preschool-8:00 a.m.
-Kindergarten & 1st Grade – 8:30 a.m.
- 2nd through 5th Grade – 8:00 a.m.
- 6th through 8th Grade –8:45 a.m.

- Dismissal Times:

-Preschool-12:30 p.m.
-Kindergarten & 1st Grade – 1:50 p.m.
- 2nd through 5th Grade – 3:00 p.m.
- Middle School (6th–8th) – 3:30 p.m.

This staggered schedule ensures smooth traffic management, limits overlap between groups, and reduces the impact on local roads during peak hours.

The United Methodist Church, has agreed to share their parking area with the school for arrival and dismissal. We have an agreement in place for shared playground space as well and will be using the area between their parking and our parking in order to facilitate arrival and dismissal. Parents will drop students off, of Avenue A, which is a multi lane road. The parents will enter the United Methodist church parking lot, from the first entrance off of Avenue A, students will be dropped off in the church parking lot, and school staff, a security guard, and a crossing guard will provide supervision, and assist with students who are crossing from the parking lot and through the sidewalk into the arrival doors, closest to the sidewalk. Student safety and security is our first priority and as such the school will have dedicated staff, to ensure a safe arrival for all students. Similarly the same process will be used for dismissal. Parents will pick students up from the same car line that will be used for dismissal. Students will be ready and waiting inside the gymnasium area for parent pick up to expedite the dismissal process. Dedicated staff, will walk students to their cars, and verify car tags to ensure students are being safely dismissed to the correct vehicles. This will ensure, a swift, and safe arrival and dismissal.

Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
PreK	**20**	**20**	**20**	**20**	**20**
Kindergarten	**18**	**18**	**18**	**18**	**18**
1st Grade	**18**	**18**	**18**	**18**	**18**
2nd Grade	**18**	**18**	**18**	**18**	**18**
3rd Grade	**18**	**18**	**18**	**18**	**18**
4th Grade	**20**	**20**	**20**	**20**	**20**
5th Grade	**22**	**22**	**22**	**22**	**22**
6th Grade		**22**	**22**	**22**	**22**
7th Grade			**22**	**22**	**22**
8th Grade				**22**	**22**
Total	**134**	**156**	**178**	**200**	**200**

*** Enrollment projections will depend on the facility available and the student-ready space in each grade level. This may lead to fluctuations, with certain grade levels experiencing increases or decreases in enrollment as actual registrations are confirmed. As such, the team is prepared to share financial projections at 50%, 75% and 100% enrollment.**

Renovations and Safety Enhancements

The school plans to undergo thoughtful improvements throughout the building, that will be designed to reflect the heart of the community and meet the highest standards of safety and aesthetics:

- Installation of prominent school signage, identifying the building as Legacy Future Scholars Academy "Home of the Peacocks"
- Window coverings for enhanced security and visual appeal.
- Landscaping upgrades to beautify the site and create a welcoming presence.
- Repaving of the parking lot and improved lighting for greater safety and accessibility.

These upgrades will transform the property into a modern, safe, and community-centered hub for learning.

Educational Model and Student Impact

Legacy Future Scholars Academy is designed to go beyond traditional instruction. Its Florida Standards–aligned curriculum will be delivered through inquiry, exploration, and problem-solving, supported by:

- A 1:1 student-to-device ratio.
- Smart boards and modern instructional tools in every classroom.
- Frequent progress monitoring with targeted interventions to ensure growth for every student.

As a school, our goal is to set and uphold high standards for student achievement. We aim for 90% of students in the early grades to reach proficiency in reading and mathematics, while ensuring that all students demonstrate measurable growth in higher-order thinking, STEM skills, and college and career readiness by the end of grade 8.

The school plans to take full advantage of our proximity to the Fort Pierce Inlet and the St. Lucie County Aquarium by incorporating marine science into our academic program. Students will have the unique opportunity to engage in hands-on, place-based learning experiences that connect classroom instruction with the rich natural and scientific resources of our community. By integrating marine science into our curriculum, we will spark curiosity, promote environmental stewardship, and prepare students for future studies and careers in STEM fields closely tied to the economic and ecological life of Fort Pierce.

Family and Community Engagement

Legacy Future Scholars Academy is built on the principle that schools and families must be partners. Parents will be expected to participate in conferences, family nights, and at least 65% of school-wide involvement activities. Partnerships with local businesses, organizations, and higher education institutions will extend learning opportunities, reinforce workforce readiness, and further embed the school within the county's fabric.
Legacy Future Scholars Academy's vision is to be an integral part of the community and participate in all community events and initiatives.

As a school, our vision centers on offering families a meaningful parental choice—a distinct alternative to existing educational models that emphasizes personalized learning, moral values, and academic excellence. To ensure this choice is accessible to all families, we intend to participate fully in Florida's Step Up For Students scholarship programs. These state-funded initiatives provide a wide array of opportunities for students to attend private schools without financial barriers. The Florida Tax Credit and Family Empowerment Scholarship for Educational Options provide tuition support of approximately $8,000 annually for a broad range of students, regardless of income. The Personalized Education Program offers families an Education Savings Account to cover tuition, curriculum, tutoring, and instructional

materials. Additionally, the Family Empowerment Scholarship for Unique Abilities provides an average of $10,000 per student to support not only tuition but also therapies and other individualized services for students with special needs. By aligning with these programs, our school will ensure that families—regardless of income or learning needs—can access a values-driven, academically rigorous education that reflects parental choice.

Conclusion

At its core, Legacy Future Scholars Academy is more than a school—it is a promise to the children and families of Fort Pierce. It is a commitment to provide a safe, welcoming, and academically rigorous environment where students can thrive and families feel supported. By blending tradition with innovation, we will prepare students not only for success in the classroom but also for meaningful contributions to their community and beyond. With the county's approval, we are ready to transform 510 Orange Avenue into a vibrant center of learning, leadership, and opportunity. Together, we can ensure that every child who walks through our doors is empowered to honor the past, embrace the present, and shape a brighter tomorrow.

The opening of Legacy Future Scholars Academy at 510 Orange Avenue will serve as a catalyst for revitalizing a key downtown property, transforming it into a vibrant center of learning and community pride. Beyond its educational mission, the school will contribute directly to the local economy by creating teaching, administrative, and support staff positions, as well as engaging local contractors and service providers for renovations, maintenance, and ongoing operations. With enrollment projected at 200 students, at it's peak the school will bring in at least 150 families who will be part of the Fort Pierce downtown community on a daily basis. This consistent presence will provide an economic boost to nearby restaurants, shops, and businesses, while fostering stronger ties between families and the neighborhood. In this way, the school not only addresses the educational needs of children but also strengthens the social and economic fabric of downtown Fort Pierce.

At our core, we are a community-centered school—deeply rooted in the vibrant fabric of our local neighborhood and committed to being a place of learning, connection, and pride. As we continue to grow and establish ourselves as the "Home of the Peacocks," we are embracing the unique identity of our downtown location and making meaningful investments to create a school environment that reflects the heart and soul of the community we serve.

We are excited to announce a series of key renovations that will enhance the appearance, safety, and overall functionality of our campus. These upgrades are not just about improving a building—they're about uplifting a space that so many of our students, families, and staff call home during the school day. They are a reflection of our belief that every child deserves to walk into a school that is safe, beautiful, and filled with a sense of purpose and belonging.

One of our first major improvements will be the installation of school signage on the building itself—clearly and proudly identifying who we are. This visible statement of identity will ensure that our students know they belong here and that our community can recognize and support the important work happening inside our walls.

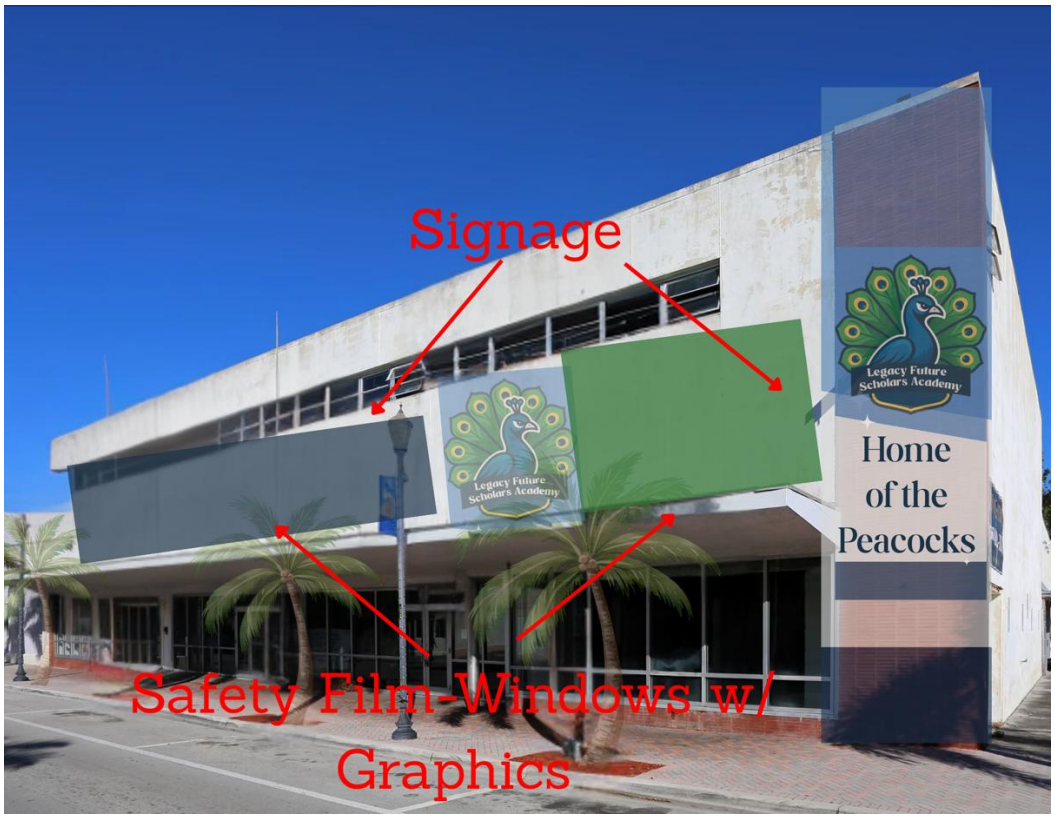
We are also adding custom graphic coverings to the school windows. These coverings will not only enhance the visual appeal of our building but also provide an added layer of safety. The material allows those inside to see out while preventing visibility from the outside in—offering privacy, security, and peace of mind for students and staff alike.

In addition, we are investing in thoughtful landscaping upgrades to beautify our campus and create a welcoming first impression. The landscape surrounding the school will be refreshed and consistently maintained, with new greenery and design features added to both the front of the building and along the side area by the parking lot. These enhancements will provide a more inviting atmosphere for families at arrival and dismissal and help foster pride in our school among students and neighbors.

Our parking lot will also be completely repaved, addressing wear and tear to ensure a smoother, safer experience for both drivers and pedestrians. This improvement, coupled with the addition of upgraded exterior lighting, will make early morning drop-offs and evening events more accessible, secure, and enjoyable for everyone.

Together, these upgrades are much more than physical improvements—they are a tangible representation of our commitment to excellence, safety, and community. As we make these changes, we are building more than just a school; we are building a beacon of hope, pride, and possibility for our students and families.

We are incredibly grateful for the opportunity to serve this community, and we look forward to continuing to grow and thrive—together.


Signage
Legacy Future Scholars Academy
Home of the Peacocks
Legacy Future Scholars Academy
Safety Film-Windows w/ Graphics


Building improvements
Hedges
Fence
Repave

RENTAL AGREEMENT

This Rental Agreement ("Agreement") is entered into as of [Date], by and between **Legacy Consortium LLC**, a limited liability company organized and existing under the laws of Florida, with its principal office located at 510 Orange Avenue, Fort Pierce, FL 34950 ("Lessee"), and **First United Methodist Church of Fort Pierce**, a religious organization with its principal office located at 616 Orange Avenue Fort Pierce, FL 34950 ("Lessor").

RECITALS

WHEREAS, Lessor owns and operates the property located at 515 Avenue A, Fort Pierce, FL 34950, which includes a playground area (the "Premises");

WHEREAS, Lessee desires to rent the playground space on the Premises for educational and recreational purposes for its students; and

WHEREAS, Lessor agrees to rent the playground space to Lessee under the terms and conditions set forth in this Agreement.

AGREEMENT

1. **Leased Premises**
   Lessor agrees to lease to Lessee the playground area located on the Premises at 515 Avenue A, Fort Pierce, FL 34950 ("Leased Premises") for use by Lessee and its students, subject to the terms and conditions of this Agreement.
2. **Term of Lease**
   The term of this lease shall begin on **March 1, 2026** and shall continue for a period of **five (5) years**, ending on **February 28, 2031**, unless terminated earlier pursuant to the terms herein.
3. **Rental Payment**
   Lessee agrees to pay Lessor a monthly rental fee of **$350.00** for the use of the playground space. The monthly rental payment shall be due on the first day of each month and payable to First United Methodist Church of Fort Pierce at the address specified above or at another location designated by the Lessor.
4. **Maintenance and Repairs**
   Lessee agrees to maintain the playground area in good repair throughout the term of this lease. The initial maintenance will include filling the playground with mulch and performing necessary repairs to ensure the safety and usability of the playground at the start of the school year. Lessee shall be responsible for routine maintenance and repairs as needed during the term of the lease to maintain the playground's condition, including but not limited to the periodic replenishment of mulch and any other repairs necessary to keep the playground in a safe condition for use by Lessee and its students.
5. **Shared User Agreement**
   The playground space shall be used by both **Lindsay School of the Arts** and Legacy Consortium LLC ("Shared Use"). Both schools shall collaborate on a usage schedule for the playground, ensuring that both parties have access to the Premises in a manner that is

mutually beneficial. The scheduling arrangement shall be agreed upon by the representatives of both Lessee and Lindsay School of the Arts.

6. **Liability Insurance**
   Lessee shall obtain and maintain a **$1,000,000 umbrella liability insurance policy** for the duration of the lease, **First United Methodist Church of Fort Pierce must be added as an additional insured** for any incidents that occur on the playground. Lessee shall provide proof of such insurance to Lessor prior to the commencement of this lease and upon renewal of the policy.
7. **Indemnification**
   Lessee agrees to indemnify, defend, and hold harmless Lessor and its officers, employees, agents, and volunteers from and against any and all claims, demands, actions, losses, damages, liabilities, and expenses, including reasonable attorneys' fees, arising out of or in connection with the use of the Premises by Lessee, its students, agents, employees, or invitees.
8. **Use of Premises**
   The Premises shall be used for educational and recreational purposes only, consistent with the purposes outlined herein, and for no other purpose without prior written consent of the Lessor.
9. **Termination**
   This Agreement may be terminated by either party by providing **60 days written notice** to the other party. Upon termination, Lessee shall return the Premises to Lessor in the condition in which it was received, reasonable wear and tear excepted.
10. **Other Terms**
    - Any notices or communications under this Agreement shall be in writing and sent to the addresses listed above for each party.
    - This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, whether written or oral, related to the subject matter of this lease.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

LESSOR:

First United Methodist Church of Fort Pierce
By: _____
Name:
Title:
Date:

LESSEE:

Legacy Consortium LLC
By: _____
Name:

Title:
Date:

FIRST ADDENDUM TO RENTAL AGREEMENT

(Playground and Parking Area Use)

This Addendum ("Addendum") is made and entered into as of April 15, 2026, and is incorporated into and made part of that certain Rental Agreement dated October 21, 2025 ("Agreement") by and between:

Lessor: First United Methodist Church of Fort Pierce

Lessee: Legacy Consortium LLC

WHEREAS, the parties entered into the Agreement for the use of the playground area located at 515 Avenue A, Fort Pierce, Florida; and

WHEREAS, the parties desire to clarify and expand the permitted use of additional areas of the Premises, including the parking area and define specific times of use;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. Expanded Use of Premises

In addition to the playground space outlined in the Agreement, Lessor hereby grants Lessee the right to use:

- The East Parking Area located on the Premises (specifically the area east of the oak trees)

- The designated playground area

2. Playground Use

Lessee shall have use of the playground area throughout the entire school day, including instructional time, recess, and related school activities.

3. Parking Area Use (Arrival and Dismissal Only)

Lessee shall have shared, non-exclusive use of the parking area located east of the oak trees strictly for student arrival and dismissal operations during the following times. Lessor retains the right to concurrent use of the parking area for church operations, including but not limited to other school drop-off and pick-up, weekly church activities, and access to entrances and exits for members.

Arrival Times:

Preschool – 8:00 a.m.

Kindergarten & 1st Grade – 8:30 a.m.

2nd through 5th Grade – 8:00 a.m.

6th through 8th Grade – 8:45 a.m.

Dismissal Times:

Preschool – 12:30 p.m.

Kindergarten & 1st Grade – 1:50 p.m.

2nd through 5th Grade – 3:00 p.m.

Middle School (6th–8th) – 3:30 p.m.

The staggered schedule is intended to minimize congestion, maintain safety, and reduce impact on surrounding roadways.

4. Boundaries and Use Conditions

Lessee's use of the parking area is limited to the timeframes above and for the sole purpose of student drop-off and pick-up. Such use is non-exclusive and must allow for continued access and use by the Lessor, its programs, and its members at all times.

Lessee agrees to coordinate with Lessor to ensure traffic flow does not interfere with church operations, and to provide supervision, signage, and staff support necessary to maintain safe and orderly operations during arrival and dismissal periods.

At all other times, control and primary use of the parking area shall remain with the Lessor.

5. No Other Modifications

All other terms and conditions of the original Agreement shall remain unchanged and in full force and effect.

6. Entire Addendum

This Addendum represents the full understanding of the parties regarding the subject matter herein and shall control in the event of any conflict with the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

LESSOR:

First United Methodist Church of Fort Pierce

By: Arlene Rigsby

Name: ARLENE RIGSBY

Title: CHURCH ADMINISTRTOR

Date: 4/22/2026

LESSEE:

Legacy Consortium LLC

By: _____

Name: Bryan Vargas

Title: CEO

Date: 04/22/2026

April 15th, 2026

Dear City of Fort Pierce,

Please note that in the event that for any reason our lease is revoked or terminated for shared parking space for arrival and dismissal with First United Methodist Church, the school will purchase school buses to transport students. The school will procure a minimum of three (3) buses, each with a capacity of approximately sixty-five (65) students, hire three (3) qualified bus drivers, and implement a structured bus transportation system to ensure safe and efficient student arrival and dismissal.

The school will establish designated bus routes based on student residential patterns to minimize travel time and maximize efficiency. Centralized pick-up and drop-off locations will be identified within the community to reduce traffic congestion near the school site and surrounding roadways. These locations will be communicated clearly to families prior to implementation.

All transportation services will comply with applicable state and local regulations, including Florida Department of Education transportation guidelines. The school will ensure that all bus drivers hold the appropriate Commercial Driver's License (CDL) with passenger and school bus endorsements, and that all drivers undergo required background screenings and ongoing safety training.

Student safety will remain a top priority. Each bus will follow established safety protocols, including supervised loading and unloading procedures, assigned seating as needed, and adherence to all traffic laws. The school will also develop clear procedures for emergency situations, including communication systems between drivers and school administration.

To support operational efficiency, the school will stagger bus arrival and departure times in alignment with the existing school schedule, further reducing congestion and ensuring a smooth transition for students. Staff members will be assigned to oversee arrival and dismissal processes to maintain order and safety.

Additionally, the school will communicate regularly with families regarding transportation expectations, schedules, and procedures to ensure consistency and reliability. A transportation handbook will be developed outlining policies, expectations, and contact information.

This contingency plan ensures that, even in the absence of shared parking, the school can operate effectively while minimizing traffic impact and maintaining a safe and structured environment for students and the surrounding community.

Sincerely,

Bryan Vargas

Legacy Consortium LLC

Student Arrival and Dismissal Safety Plan (Walking and Biking)

Avenue A – Designated Truck Route

The school is committed to ensuring the safety of all students, particularly those arriving and departing on foot or by bicycle, given that Avenue A is a designated truck route with increased commercial traffic. The following safety measures will be implemented to mitigate risk and promote a secure environment during arrival and dismissal times.

1. Supervision and Staffing

The school will assign trained crossing guards at all primary student crossing points along Avenue A and surrounding intersections. Crossing guards will be present during designated arrival and dismissal windows and will be equipped with safety vests, stop paddles, and communication devices. In addition, school personnel, including administrators and support staff, will be strategically positioned along student pathways to provide active supervision and assist with safe crossings and traffic flow.

2. Traffic Control and Coordination

The school will coordinate with local authorities, as needed, to review traffic patterns and ensure appropriate safety measures are in place. Internal procedures will include staggered arrival and dismissal times to reduce congestion and limit student exposure to peak traffic conditions. Designated walking and biking routes will be identified to guide students along the safest paths to and from campus.

3. Signage and Visibility Enhancements

Clearly visible signage will be installed in and around the school zone, including “School Zone,” “Reduced Speed,” “Truck Route Awareness,” and pedestrian crossing signs. Temporary signage and cones will be utilized during arrival and dismissal to further alert drivers. High-visibility crosswalk markings will be maintained at all designated crossing areas.

4. Student and Parent Education

The school will implement a parent and student orientation program focused on safety expectations and procedures for walking and biking. This will include guidance on designated routes, crossing

protocols, helmet use for bicyclists, and the importance of adhering to staff directions. Ongoing communication will be provided through handbooks, meetings, and digital platforms to reinforce safety practices.

5. Continuous Monitoring and Improvement

School leadership will regularly review safety procedures, observe arrival and dismissal operations, and make adjustments as needed. Feedback from parents, staff, and local partners will be used to strengthen the plan and ensure continuous improvement.

Through these coordinated efforts, the school will maintain a safe, structured, and well-supervised environment that prioritizes student safety despite the challenges associated with a designated truck route.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Historic Preservation Officer/Senior Planner

FROM : Tracy Telle, Engineering Manager

Thru : Mark Zrallack, P.E., City Engineer

RE : 510 Orange Avenue – Legacy Future Scholars Academy
Conditional Use Application No. PZCON2025-00010

DATE : March 27, 2026

This is to advise you that we have completed the review of the following documents as received by this office on March 27, 2026:

- ☐ Development Permit Compliance Review
- ☐ Site Plan
- ☐ Planned Development
- ☒ Conditional Use
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Other

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend w/ conditions
- ☐ Do Not Recommend
- ☒ Conditional Use Approval
- ☐ Site Plan 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 conditions of approval

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Conditions of Approval:

1. Should vehicle staging encroach into the Avenue A right-of-way, the operator of the school shall provide an alternative transportation solution to alleviate any roadway impacts.
2. Any impacts to Avenue A, such as signage, crosswalks, temporary lane closures, etc., require a City of Fort Pierce Right-of-Way Permit approved by the City Engineer.

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

Technical Review Committee meeting

September 18, 2025

Case #: PZCON2025-00010

Planner: City of Ft. Pierce Planning Department.

Conditional Use.

510 Orange Avenue., Ft. Pierce (Legacy Future Scholars Academy).

Comments:

Please ensure the proposed lighting plans meet or exceeds standards set forth by City of Fort Pierce code.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

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 11, 2025 **VIA EMAIL**

Mr. Vennis Gilmore, Historic Preservation Officer/Senior Planner
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Legacy Future Scholars Academy
510 Orange Avenue
Fort Pierce, Fl. 34950

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) has completed a PTIR regarding the above-referenced proposed project. The project consists of the adaptive reuse of an existing building to an Educational Complex serving up to 325 students. Proposed modifications to the site include driveway, landscape and esthetic improvements. Based on the review, the following comment is provided:

- **Orange Avenue:** Please clarify whether the proposed driveway improvements are designed to ensure that school pick-up and drop-off operations can be accommodated on-site without impeding free-flow traffic along Orange Avenue.

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

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 Ext 3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: PZCON2025-00010
Legacy Future Scholars Academy - 510 Orange Ave - 2nd Resubmittal

W/WW Engineering: Rejected-

This is a commercial location with a kitchen that will require a grease interceptor. To determine the size of required grease interceptor additional information is needed (list of kitchen equipment and number of meals prepared daily). Please contact Rob Eschmann (772) 466-1600 ext:5511 or reschmann@fpua.com. Once grease interceptor size is determined the revised permit application will need to include a spec sheet for the selected interceptor, manhole covers labeled "GREASE", double coat of water based epoxy (interior and exterior of grease interceptor tank and lid) and stainless steel mounting straps for the influent and effluent down sweeps. A detailed plumbing plan will also be required.

If fire protection is required, a detailed utility plan will also be needed.

Applicant to provide the number of staff that will be working at the Academy; this in addition to the number of Students will be used to determine the impact fees that will be required for the Academy.

Electric Engineering: N/A

Gas: N/A

FPUAnet Fiber: N/A

Michael Menard
806 Delaware Avenue
Fort Pierce, FL 34950

Re: Conditional Use – Legacy Future Scholars Academy – Project #: PZCON2025-00010

Dear Mr. Menard,

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) Please address the highlighted areas as soon as possible for your item to move forward to Planning Board:

1. Correct the landscape plan to include the landscape island listed on the site plan that separates the handicap parking from the right of way.
2. Ensure that the narrative thoroughly explains where the parent pick-up and drop-off will occur, where staff will park, and the primary access of the students and staff to the building.
3. Ensure that the number of proposed students and teachers is consistent throughout the entire application packet.
4. Consider relocating the two (2) proposed handicapped parking stalls to the north end of the parking lot near the designated ADA ramp and the school access doors. If the handicapped parking stalls are to remain where they are currently proposed, please provide the required safe route from the parking to the building entrance.
5. The shared parking agreement provided only included the signature page; please provide the complete agreement.
6. Avenue A is a designated truck route; please provide the school's safety action plan ensuring student safety when arriving and departing the school via walking or biking.

7. A Landscape Maintenance Agreement will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
8. A Landscape Inspection will be required and approved by the Planning Department prior to Final Certificate of Occupancy.
9. Coordinate with the City of Fort Pierce Public Works – Solid Waste Division to ensure that your proposed dumpster enclosure meets the City Standards and is accessible for City Garbage Trucks.
10. Advisory Comment: Consider a school crossing guard or guards for the safety of children who may use a crosswalk to walk to school.
11. Advisory Comment: Should vehicle-staging encroach into Avenue A right-of-way, the operator of the school shall provide an alternative transportation solution to alleviate any roadway impacts.

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

Historic Preservation Office/Senior Planner

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Conditional Use - Legacy Consortium School - 510 Orange Avenue

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: May 17th, 2026

NOTICE BY MAIL: May 15th, 2026

NOTICE BY SIGNS: April 8th, 2026

VERIFIED BY: Vennis Gilmore **TITLE:** HBP Officer/Senior Planner

SIGNATURE: Vennis Gilmore **DATE:** 5/15/2026

Bunwin Inc
4521 PGA Blvd Suite 201
Palm Beach Gardens, FL 33418-3997

First United Methodist Church of Fort Pierce Inc
616 Orange AVE
Fort Pierce, FL 34950-4279

4616 INVESTMENT LLC
2005 Coconut DR
Fort Pierce, FL 34949-3307

James R Goertler
112 Queen Christina Ct
Fort Pierce, FL 34949

Wachovia Bank NA c/o Ryan LLC
PO Box 2609
Carlsbad, CA 92018-2609

605 Ministries LLC
117 Orange Ave
Fort Pierce, FL 34950-4346

129 N 5th LLC
2805 E Oakland Park BLVD, Unit Pmb 500
Fort Lauderdale, FL 33306-1813

Serenity Food Ministries LLC
90 Almeria Ave
Coral Gables, FL 33134

Rock Ministries of the Treasure Coast Inc
PO Box 37
Vero Beach, FL 32961

Common Ground Ministries Inc
PO Box 1898
Fort Pierce, FL 34954-1898

Adams Ranch Inc
26003 Orange AVE
Fort Pierce, FL 34945-4342

Images Two LLC
9972 Kilgore RD
Orlando, FL 32836-5710

Botanical Sanctuary LLC
710 Orange AVE
Fort Pierce, FL 34950-4346

701 ORANGE AVE LLC
1221 Delaware AVE
Fort Pierce, FL 34950-4084

Bishop Of Diocese Palm Beach
PO Box 109650
Palm Beach Gardens, FL 33410-9650

Diego Davalos
8825 NW 153 Ter
Miami, FL 33018

PROJECT L I F T INC
1330 SW 34th ST
Palm City, FL 34990-3310

Global Signal Services Llc
4017 Washington Rd PMB 353
McMurray, PA 15317-2510

Anthony Mantovani (TR)
5065 River Birch WAY
Vero Beach, FL 32967-6109

Banh Family LLC
7102 Pensacola RD
Fort Pierce, FL 34951-1530

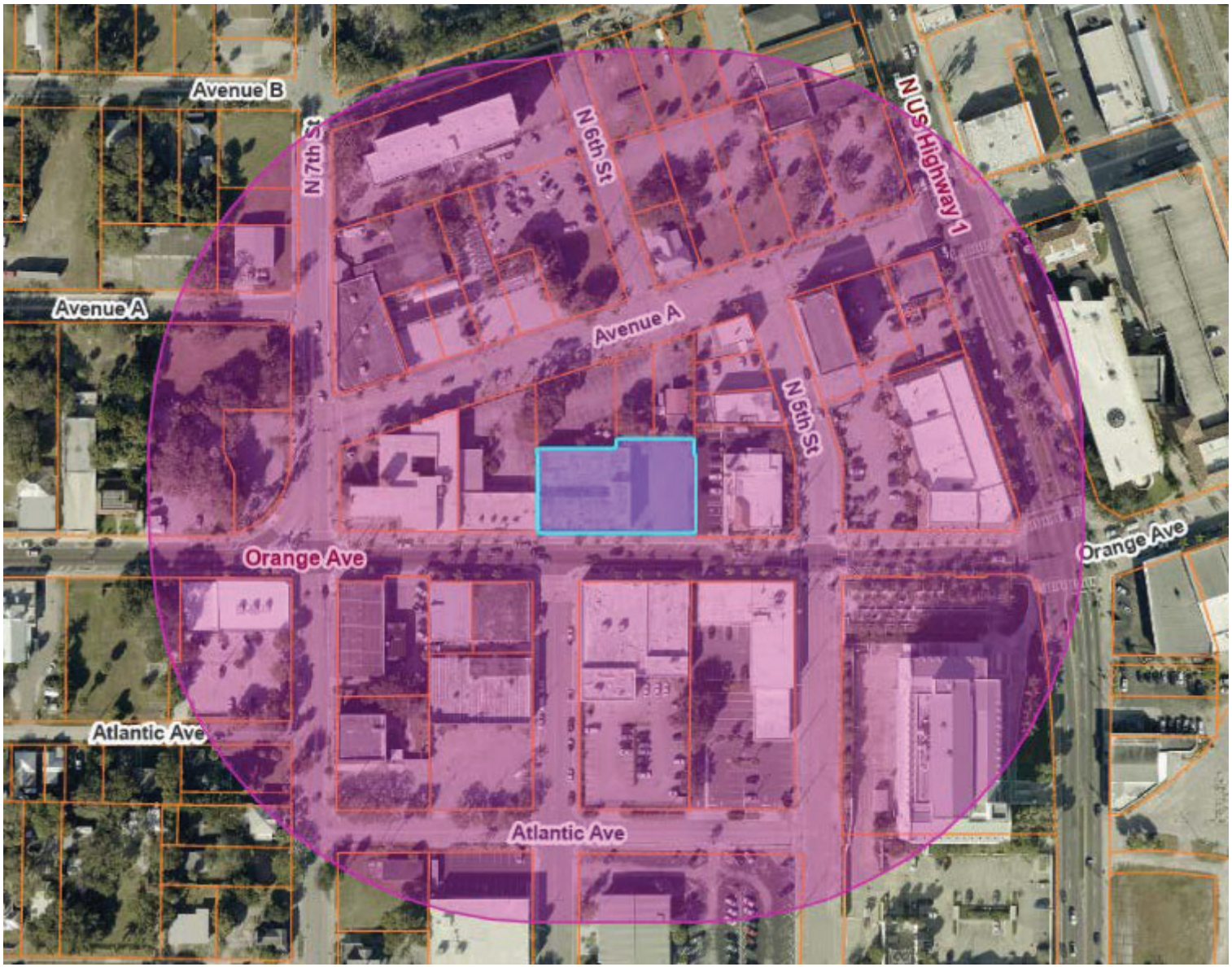
Michael Anthony D'Addesi Jr
701 Atlantic AVE
Fort Pierce, FL 34950-4146

Rast Properties Inc
4521 PGA BLVD, Unit # 201
Palm Beach Gardens, FL 33418-3997

Michael W Brandt (TR)
10120 Monroe DR
Dallas, TX 75229-5705

Peacock Temple LLC
105 Orange AVE
Fort Pierce, FL 34950

Zoraida Fernandez
1280 SW 25th LN
Palm City, FL 34990-2114


Avenue B
N 7th St
N 6th St
N US Highway 1
Avenue A
Avenue A
N 5th St
Orange Ave
Orange Ave
Atlantic Ave
Atlantic Ave

Bunwin, Inc.

111 Orange Ave. Suite 300

Fort Pierce, FL 34950

To: City Clerk for submission in the official submittal package for the proposed Conditional Use agenda on June 1, 2026.

Submitted by: Steven Tarr, Property Owner (510 Orange Ave.)

Re: 510 Orange Ave. Legacy Scholars School – PZCON2025-00010

Summary of Events (Details below): The Applicant began the Conditional Use for the school over 12 months ago. Approximately $1 million will be spent to improve a building that has been vacant for 25 years in a neighborhood of old buildings, none of which can meet current code requirements. During that time, in spite of support by both adjacent neighbors, the applicant has responded to every staff request only to find that the goalposts keep being moved back by an overzealous staff. Please read the timeline of facts below.

Conditional Use Request

12-month Timeline of Events

Material Facts For Quasi-judicial Hearing on June 1, 2026

May 28, 2025 – Pre-Application Meeting with Planning Department

The email below summarizes the pre-application meeting where the applicant spelled out their plans to the Planning Department. The email is optimistic and no adverse responses occurred nor were any obstacles mentioned, including any negative issue with the Orange Avenue drop off location.

Bryan Vargas <bryanvargas1990@gmail.com> Wed, May 28, 2025, 5:30 PM

to Eric, me

Hey guys. We had our pre application meeting today.
It went well they agreed to have us submit all the required docs and meet in front of the council. Working with Mike on all the requirements they asked for. Big thing we need right now is a survey to include our parking lot the neighbor at 500 orange and the playground. Second is we need to get in writing from the owner at 500 orange that he agrees to the plans and allows us to use his parking. These were pivotal points for them. Please let me know how you can help with the survey and maybe communicating with the neighbor next door. Thanks
We are working on the narrative they asked for and a few other things with the church for the playground.

Bryan Vargas
Allstate Insurance Company
Agency Owner
Cell : 786-287-3207

Also, on May 28, 2025, the owner next door at 500 Orange Ave. (Stan) agrees to join our parking lots to allow the drop off/pick ups to occur.

July 15, 2025 – Upon requirement from the City, even though no new construction, a survey is completed at a cost of $4,000.

August 15, 2025 – The plans with survey are uploaded to the Planning Department (see email below).

Michael Menard <mmenard@architectonicinc.com> Aug 15, 2025, 4:01 PM

to Bryan, Legacy, me

The plans have been uploaded to the city with the application attached is the invoice for the site photometric plan, landscape plan, application and submittal time
I will send another bill once I pay the city fees (once the fees are determined by the city) and I will keep you up to date on the process as I get informed as to meeting dates etc....

Michael Menard
Principal

Architectonic Inc

O 772-460-7751 | Ft. Pierce
www.architectonicinc.com

September 4, 2025 – Email for the Planning Department regarding projected timing of approval (below).

From: Alicia Rosenthal <arosenthal@cityoffortpierce.com>
Sent: Thursday, September 4, 2025 2:41 PM
To: Michael Menard <mmenard@architectonicinc.com>
Subject: RE: 510 Orange Ave

Thanks for paying so quickly!

1. TRC – September 18 – 10 AM
2. Planning Board – October 13 – 2 PM – (If no comments need to be addressed)
3. City Commission – Typically 2nd Monday of the month following the Planning Board meeting

All the dates will be added to the portal by the project planner.

September 18, 2025 – TRC Meeting where only the Engineering Department issued a denial to move forward. Other departments either had no comment or had conditions.

October 1, 2025 – Being frustrated with the lack of communication, we tried to get Mr. Chess involved for help (below).

hovenre@gmail.com Wed, Oct 1, 2025, 8:14 AM
to rchess, Mark, Tracy

Hi Mark,
I don't really have a specific engineering question. I would like to express my disappointment with the Engineering Department in not being more helpful, cooperative and accommodating, particularly for a large high profile building that has sat vacant for 20 years. The addition of roadblocks and costly drawings, causing delays without offering helpful solutions, is not being business friendly and is adverse to improving the City.

I look forward to a meeting with Mr. Chess and you (and/or Tracy) asap to try to move this project forward before we lose this opportunity.
Thank you,
Steve Tarr
561-762-3732

October 3, 2025 – Engineering Department finally forwards their comments from the TRC Meeting, including requiring use of the Avenue A drop off, not using Orange Ave.

October 7, 2025 – Neighbor First Methodist Church agrees to allow drop off/pick up on Avenue A.

October 10, 2025 – Submit a new drop off plan to Planning.

October 14, 2025 – Meet with Chris and Vennis at City Hall (Kev is out of the country) to discuss outstanding issues they have.

October 17, 2025 – Revised plans received by Planning Department (below).

Vennis Gilmore <vgilmore@cityoffortpierce.com> Fri, Oct 17, 2025, 11:55 AM
to Planning, Tracy, Mark, Selena, Venetia, Michael, me, Bryan, Legacy

Good Morning,

Your resubmittal has been received. Again, projects are only moved forward and supported to the Planning Board when there are no denials and outstanding issues prior to the next available Planning Board agenda deadline. I will route your resubmittal to all review agencies today. Thank you.

Best Regards,

October 23, 2025 – A new agreement with First Methodist Church is signed.

October 30, 2025 – We all meet with Mr. Chess at City Hall. He invites the other departments.

October 30, 2025 – Email to Mr. Chess following the meeting (below).

hovenre@gmail.com Thu, Oct 30, 2025, 1:39 PM
to Richard

Hi Mr. Chess,
Thank you for meeting with us today regarding the Legacy Scholars School. As a follow-up, please note that my prospective tenant had already submitted exactly what was requested from them at the TRC meeting. It was obvious in the meeting today that the Engineering Department representatives had not bothered to read the submitted plans (sent weeks ago) nor the detailed narrative which emphasized safety. The inefficiency of that department (for several years) is common conversation to all major property owners and business owners. Their lack of professionalism to even reply to applicants is commonplace also. The argument that they are so busy falls on deaf ears.

I look forward to discussing certain issues with you at a future date. The culture in City Hall needs an overhaul to focus on serving all the residents (not just the selected few). That has not, and does not, happen. I had this discussion with Bradshaw many years ago and subsequently, when Mimms took over. Neither of them made any effort to improve city hall efficiency, and thus, we still have a city of blight and crime.

As a major property owner, I can speak for many of us that have invested millions of dollars to try to improve the city. We need a leader that has the vision to see what this city should be, not keeping the status quo. I hope you are that person.
Thanks,
Steve Tarr

November 4, 2025 – Engineering now requires a full traffic study, not just a traffic statement as per the TRC recommendations read. The traffic study is scheduled and $4,000 more.

December 16, 2026 – Meeting with Engineering at City Hall to discuss procedure.

February 17, 2026 – The completed traffic study is received.

February 24, 2026 - The completed traffic study and revised plans are submitted to Planning.

March 20, 2026 – After no reply from Planning for weeks, we receive an email from Vennis (below).

From: Vennis Gilmore <vgilmore@cityoffortpierce.com>
Sent: Friday, March 20, 2026 12:55 PM
To: Michael Menard <mmenard@architectonicinc.com>
Subject: 510 Orange Avenue
Importance: High

Hi Mike,

What is the best phone number to reach you? From Engineering's last review it seems that we just need few minor things clarified and addressed thing this item can moved forward. I think if you get this back as soon as possible (like by next week; the earlier the better). Please give me a call and provide me your direct contact information; just in case I may not be at my desk. Thank you.

Best Regards,

Vennis Gilmore | Historic Preservation Officer/Senior Planner | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

April 2, 2026 – Engineering allows us to go to Planning Board agenda.

April 13, 2026 – Planning Board approves unanimously; however, one board member raises concerns and adds additional conditions.

April 15, 2026 – Revised plans addressing the new conditions are hand delivered to Vennis. He informs us that the City Attorney must review prior to moving forward.

April 22, 2026 – New documents are drafted and executed by the Church and submitted to Planning addressing the outstanding issues. Again, it requires City Attorney review.

April 24, 2026 – The City Attorney has not elaborated on the issues she has a problem with (see below).

Kevin Freeman Fri, Apr 24, 10:44 AM
to me, Christopher, Vennis

Hi Steve,

Yes - legal is reviewing as the item will be going to City Commission and the Mayor will ultimately sign-off on any approval. Standard process for items.

Best

Kev Freeman | Planning Director | City of Fort Pierce

Planning Department

Phone: 772.467.3730

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

April 29, 2026 – Still waiting on City Attorney (see below).

Michael Menard Apr 29, 2026,
to Bryan, me, Legacy

Spoke to Vennis yesterday and he is waiting on the final approval from the attorney
And will let us know when it is scheduled for commission

Michael Menard
Principal

Architectonic Inc

O 772-460-7751 | Ft. Pierce
www.architectonicinc.com
Ft. Pierce Office
Satellite Beach Office

April 30, 2026 – Response from Vennis.

From: **Michael Menard** <mmenard@architectonicinc.com>
Date: Thu, Apr 30, 2026, 9:29 AM
Subject: Legacy
To: S Tarr <hovenre@gmail.com>, Bryan Vargas <bryanvargas1990@gmail.com>, Legacy Consortium <legacyconsortiumllc@gmail.com>

I just spoke with Vennis and the attorney has issues with the parking agreement and the back up plan
Vennis is going to get with the attorney to get some notes as to what they are looking for once I get that I will forward so you can update the lease and back up plan

Michael Menard

Principal

May 7, 2026 – We request this matter to be moved on to the Commission agenda with or without staff approval.

May 19, 2026 – We attempt to communicate with Vennis to resolve some issues prior to June 1. His response is to not accommodate us further (below).

Vennis Gilmore Tue, May 19, 10:52 AM (2 days ago)
to me, Michael, Legacy, Bryan

Hi All,

The matter was at hand was a technical issue because FPUA did not update their review in the system for it to move forward (only in the system) not to City Commission. We removed our required for resubmittal requests when it was requested that the application move forward without any resubmittals and a recommendation of denial. At this point, the discussion will be between the applicant and the City Commission because the agenda item has been submitted. I'm not sure what other issue that you are speaking of. If you have any questions, please feel free to contact me.

Best Regards,

Vennis Gilmore | Historic Preservation Officer/Senior Planner | City of Fort Pierce
Planning Department
Phone: 772.467.3741 100 North U.S. 1 Fort Pierce, FL 34950

May 21, 2026 – Our team prepares to present at the quasi-judicial hearing on June 1, 2026.

City Commission Regular Meeting - 5:05 PM **15. A.**

Meeting Date: 06/01/2026

Re: Report

Submitted For: Richard Chess, City Manager, City Manager

SUBJECT:

PO Report

Attachments

PO Report

Puchase Orders Between $10,000 to $50,000 Approved by the City Manager from April 1, 2026 to April 30, 2026

Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
ENGINEERING	ECONOLITE SYSTEMS	SOFTWARE MAINT. AGREEMENT	$ 31,983.00	0014400-534920 CONTRACTURAL SVC/CLOSED LOOP	ENGINEERING
ERP	CLOVER SYSTEMS	IBM HARDWARE AND SOFTWARE MAINT.	$ 13,481.67	0012504-546700 REPAIR & MAINT/COMPUTER	IT EXP
HUMAN RESOURCES	EXCELSIOR DEFENSE, INC.	CITY HALL SECURITY FEBRUARY 2026	$ 10,704.72	0016000-534900 CONTRACTURAL SVC/MSC CONT FEE	ADMINISTRATIVE
POLICE-STAFF	DELL MARKETING	EMERGENCY PURCHASE - 5 LAPTOPS	$ 12,103.30	0013002-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE SUPPORT
POLICE-STAFF	SECURITAS TECHNOLOGY	MONTHLY MAINT. SECURITY CAMERAS	$ 35,100.00	0013002-546100 REPAIR & MAIN. SVC/BUILDING	POLICE SUPPORT
POLICE-STAFF	AXON ENTERPRISE	TASERS AND SIGNAL DEVICES	$ 38,824.50	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT FUND
POLICE-STAFF	BARTOW FORD CO	USED VEHICLES CRIME SUPPRESSION	$ 47,558.90	1013005-564400 EQUIP. & MACHINERY/VEHIC	POLICE GRANT FUND
PW-FACILITIES MANINTANCE	GRIMES HEATING	EMERGENCY A/C REPLACEMENT AT CITY HALL	$ 29,875.00	0014004-546200 REPAIR & MAINT/BLDG SUPP	FACILITIES MAINT.
PW-FACILITIES MANINTANCE	KONE INC.	ELEVATOR MAINT/REPAIRS CITY WIDE FY 26	$ 50,000.00	0014004-534900 CONTRACTUAL SVC/MSC CONT FEE	FACILITIES MAINT.
PW-PARKS AND GROUNDS	NATURE'S KEEPER	LANDSCAPE PRODUCTS AND SERVICES FY26	$ 25,000.00	0014005-534900 CONTRACTURAL SVC/MSC CONT FEE	PARKS & GROUNDS
SOLID WASTE	ON POINT FABRICATORS	REFURISHMENT OF COMMERICAL DUMPSTERS FY 26	$ 50,000.00	4024200-534900 CONTRACTURAL SVC/MSC CONT FEE	SOLID WASTE EXP



5/11/2026