

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**AIRSPACE AGREEMENT**

ITEM/SEGMENT NO.: 230263-1  
MANAGING DISTRICT: Four  
F.A.P. NO.: 7068-002-U  
STATE ROAD NO.: 716 (Port St. Lucie Blvd.)  
COUNTY: St. Lucie  
PARCEL NO.: 6303

THIS AGREEMENT, made this 8<sup>th</sup> day of August, 2021, between the City of Port St. Lucie, a FL municipal corp. at 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984-5099 (Lessee) and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (Department), an agency of the State of Florida (State).

**WITNESSETH:**

**WHEREAS**, the Department may convey a leasehold in the name of the State, in any land, buildings, or other property, real or personal, acquired under Section 337.25, Florida Statutes; and

**WHEREAS**, the United States Department of Transportation, Federal Highway Administration (FHWA), requires any use of airspace above, and/or below the highway's established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710, and

**WHEREAS**, the Department has acquired sufficient legal right, title, and interest in the right of way of SR 716 (Port St. Lucie Blvd.) which includes the property described in Exhibit "A" attached hereto and made a part hereof, which right of way is part of a highway on a Federal Aid System; and

**WHEREAS**, the Department desires to lease to Lessee the airspace above or below the gradeline of the property described in Exhibit "A", attached and made a part hereof for the following purpose: pedestrian river walk

**WHEREAS**, the proposed use will not impair the full use and safety of the highway, require or permit vehicular access to such space directly from the established gradeline of said highway, or interfere with the free flow of traffic on said highway.

**NOW, THEREFORE**, in consideration of the premises made a part hereof, and the covenants, promises, understandings, and agreements made by each party to the other as set forth herein, the Department and the Lessee do hereby mutually agree as follows:

1. Premises

The premises hereto are true and correct and form an integral part of this Agreement.

2. Term

The Department does hereby lease unto Lessee the airspace above or below gradeline of the property for a period of ten (10) years beginning with the date of this Agreement. One renewal of this Agreement may be made for ten (10) years. However, except for a public purpose conveyance, such renewal may not exceed five years. Nothing herein shall be construed to in any way grant an interest in the property lying below said airspace.

3. Rent

a. Lessee shall pay to the Department as rent each  month  quarter  year on or before the first day of each rent payment period, \$0.00 plus applicable sales tax. When this Agreement is terminated, any unearned rent and sales tax payment shall be refunded to Lessee. However, no such refund shall be made where termination is due to Lessee's violation of a term or condition of this Agreement.

b. The Department reserves the right to review and adjust the rental fee biannually and at renewal to reflect market conditions.

c. All rental payments are to be made by check or money order, payable to the State of Florida Department of Transportation and delivered on or before the due date to: Not Applicable

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d. Lessee shall be responsible for all state, county, city, and local taxes that may be assessed, including real property taxes and special assessments. In the event that no rent is specified herein, then it has been determined that either the use by Lessee is a nonproprietary use by a governmental agency or an exception from the current fair market rental value requirement (23 U.S.C. Section 156) has been obtained for social, environmental, or economic mitigation (SEE) purposes. In the event that it should be determined at any time that the use is not a nonproprietary use by a governmental agency or that the SEE exception does not apply or has been revoked, Lessee agrees to pay, at that time, rent as determined to be the fair market rental value by an independent appraiser certified by the Department, and Lessee further agrees to pay such rent, under the remaining terms and conditions of this Paragraph 3, for the remaining term (including renewals) of this Agreement.

e. Any installment of rent not received within ten (10) days after the due date shall bear interest at the highest rate allowed by law from the due date thereof, per Section 55.03(1), Florida Statutes. This provision shall not obligate the Department to accept late rent payments or provide Lessee a grace period.

4. Use, Occupancy, and Maintenance

a. The Lessee shall be responsible for developing and operating the airspace as set forth herein.

b. The Lessee's proposed use of the airspace is as follows: pedestrian river walk

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c. The general design for the use of the airspace, including any facilities to be constructed, and the maps, plans, and sketches setting out the pertinent features of the use of the airspace in relation to the highway facility are set forth in composite Exhibit "B" attached hereto and by this reference made a part hereof. In addition, said composite Exhibit "B" also contains a three-dimensional description of the space to be used, unless the use is of a surface area beneath an elevated highway structure or adjacent to a highway roadway for recreation, public park, beautification, parking of motor vehicles, public mass transit facilities, or other similar uses, in which case, a metes and bounds description of the surface area, together with appropriate plans or cross sections clearly defining the vertical use limits, may be substituted for said three-dimensional description in said composite Exhibit "B".

d. Any change in the authorized use of the airspace or revision in the design or construction of the facility described in Exhibit "B" shall require prior written approval from the appropriate District Secretary of the Department, subject to concurrence by the FHWA.

e. The Department, through its duly authorized representatives, employees, and contractors, and any authorized FHWA representative, may enter the facility at any time for the purpose of inspection, maintenance, or reconstruction of the highway and adjacent facilities, when necessary; or for the purpose of surveying, drilling, monitoring well installations, sampling, remediation, and any other action which is reasonable and necessary to conduct an environmental assessment or to abate an environmental hazard.

f. Lessee, at Lessee's sole cost and expense, shall maintain the facility to occupy the airspace so as to assure that the structures and the area within the highway right of way boundaries will be kept in good condition, both as to safety and appearance. Such maintenance will be accomplished in a manner so as to cause no unreasonable interference with the highway use. In the event that Lessee fails to so maintain the facility, the Department, through its duly authorized representatives, employees, and contractors, may enter the facility to perform such work, and the cost thereof shall be chargeable to the Lessee and shall be immediately due and payable to the Department upon the performance of such work.

g. Portable or temporary advertising signs are prohibited.

h. The design, occupancy, and use of the airspace shall not adversely affect the use, safety, appearance, or enjoyment of the highway by smoke, fumes, vapors, odors, droppings, or any other objectionable discharges or emissions, or nuisances of any kind therefrom.

i. When, for the proposed use of the airspace, the highway requires additional highway facilities for the proper operation and maintenance of the highway, such facilities shall be provided by the Lessee without cost to either the Department or the FHWA and subject to both Department and FHWA approval.

j. The proposed use shall not cause or allow any changes in the existing drainage on the property under the airspace.

k. Lessee shall not occupy, use, permit, or suffer the airspace, the property, the facility, or any part thereof to be occupied or used for any illegal business use or purpose, for the manufacture or storage of flammable, explosive, or hazardous material, or any other hazardous activity, or in such manner as to constitute a nuisance of any kind, nor for any purpose or in any way in violation of any present or future federal, state, or local laws, orders, directions, ordinances, or regulations.

l. Any activities in any way involving hazardous materials or substances of any kind whatsoever, either as those terms may be defined under any state or federal laws or regulations, or as those terms are understood in common usage, are specifically prohibited. The use of petroleum products, pollutants, and other hazardous materials affecting the property is prohibited. Lessee shall be held responsible for the performance of and payment for any environmental remediation that may be necessary, as determined by the Department. Similarly, if any contamination either spread to or was released onto adjoining property as a result of Lessee's use of the airspace under lease, the Lessee shall be held similarly responsible. The Lessee shall indemnify, defend, and hold harmless the Department from any claim, loss, damage, cost, charge, or expense arising out of any such contamination.

m. Existing utilities and all corresponding easements shall remain in place and Lessee shall not disturb or interfere with the same.

5. Indemnification. (select applicable paragraph)

**Lessee is a Governmental Agency**

To the extent provided by law, Lessee shall indemnify, defend, and hold harmless the Department and all of its officers, agents, and employees from any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by Lessee, its officers, agents, or employees, during the performance of the Agreement, except that neither Lessee, its agents, or its employees will be liable under this paragraph for any claim, loss, damage, cost, charge, or expense arising out of any act, error, omission, or negligent act by the Department or any of its officers, agents, or employees during the performance of the Agreement.

When the Department receives a notice of claim for damages that may have been caused by Lessee in the performance of services required under this Agreement, the Department will immediately forward the claim to Lessee. Lessee and the Department will evaluate the claim and report their findings to each other within fourteen (14) working days and will jointly discuss options in defending the claim. After reviewing the claim, the Department will determine whether to require the participation of Lessee in the defense of the claim or to require that Lessee defend the Department in such claim as described in this section. The Department's failure to promptly notify Lessee of a claim shall not act as a waiver of any right herein to require the participation in or defense of the claim by Lessee. The Department and Lessee will each pay its own expenses for the evaluation, settlement negotiations, and trial, if any.

Note: No longer required for local governments.

**Lessee is not a Governmental Agency**

Lessee shall indemnify, defend, save, and hold harmless the Department, its agents, officers, and employees, from any losses, fines, penalties, costs, damages, claims, demands, suits, and liabilities of any nature, including attorney's fees (including regulatory and appellate fees), arising out of or because of any acts, action, neglect, or omission by Lessee, or due to any accident, happening, or occurrence on the leased property or arising in any manner from the exercise or attempted exercise of Lessee's rights hereunder whether the same regards person or property of any nature whatsoever, regardless of the apportionment of negligence, unless due to the sole negligence of the Department.

Lessee's obligation to indemnify, defend, and pay for the defense or at the Department's option, to participate, and to associate with the Department in the defense and trial of any claim and any related settlement negotiations, shall be triggered by the Lessor's notice of claim for indemnification to Lessee. Lessee's inability to evaluate liability or its evaluation of liability shall not excuse Lessee's duty to defend and indemnify within seven days after such notice by the Department is given by registered mail. Only an adjudication or judgment after the highest appeal is exhausted specifically finding the Department solely negligent shall excuse performance of this provision by Lessee. Lessee shall pay all costs and fees related to this obligation and its enforcement by the Department. The Department's failure to notify Lessee of a claim shall not release Lessee of the above duty to defend.

Note: No longer required for local governments.

6. Insurance. Lessee at its expense, shall maintain at all times during the term of this Agreement, public liability insurance protecting the Department and Lessee against any and all claims for injury and damage to persons and property, and for the loss of life or property occurring in, on, or about the land arising out of the act, negligence, omission, nonfeasance, or malfeasance of Lessee, its employees, agents, contractors, customers, licensees, and invitees. Such insurance shall be carried in a minimum amount of not less than see addendum (\$ 0.00) for bodily injury or death to any one person or any number of persons in any one occurrence and not less than see addendum (\$ 0.00) for property damage, or a combined coverage of not less than see addendum (\$ 0.00). All such policies shall be issued by companies licensed to do business in the State of Florida and all such policies shall contain a provision whereby the same cannot be canceled or modified unless the Department is given at least sixty (60) days prior written notice of such cancellation or modification. Lessee shall provide the Department certificates showing such insurance to be in place and showing the Department as additional insured under the

policies. If self-insured or under a risk management program, Lessee represents that such minimum coverage for liability will be provided for the property.

#### 7. Termination

a. This Agreement may be terminated by either party without cause upon thirty ( 30 ) days prior written notice to the other party.

b. It is understood and agreed to by the Lessee that the Department reserves the right to terminate this Agreement immediately without prior notice, in the event the Lessee violates any of the conditions of this Agreement and such violation is not corrected within a reasonable time after written notice of noncompliance has been given. In the event the Agreement is terminated and the Department deems it necessary to request the removal of the facility on the property, the removal shall be accomplished by the Lessee in a manner prescribed by the Department at no cost to the Department or the FHWA.

c. The Lessee must notify the Department of its intention to renew this Agreement not later than thirty (30) days prior to the expiration of the original term. Lessee's failure to comply with the foregoing notice provision may result in the Department's refusal to renew the Agreement.

d. Upon termination of this Agreement, Lessee shall deliver the property to the Department, or its agents, in the condition existing at the commencement of this Agreement, normal wear and tear excepted, unless a facility, any improvement, or any part thereof has been constructed on the property.

e. If removal of the facility, improvements, or any part thereof is requested by the Department, any such structures shall be removed by the Lessee at Lessee's expense by midnight of the day of termination of this Agreement and the property restored as nearly as practicable.

f. This Agreement is terminable by the Department in the event that the facility ceases to be used for its intended purpose or is abandoned.

#### 8. Eminent Domain

Lessee acknowledges and agrees that its relationship with the Department under this Agreement is one of landlord and tenant and no other relationship either expressed or implied shall be deemed to apply to the parties under this Agreement. Termination of this Agreement for any cause shall not be deemed a taking under any eminent domain or other law so as to entitle Lessee to compensation for any interest suffered or lost as a result of termination of this Agreement, including any residual interest in the Agreement or any other facts or circumstances arising out of or in connection with this Agreement.

Lessee hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort, including special damages, severance damages, removal costs, or loss of business profits, resulting from Lessee's loss of occupancy of the property specified in this Agreement, or any such rights, claims, or damages flowing from adjacent properties owned or leased by Lessee as a result of Lessee's loss of occupancy of the property specified in this Agreement. Lessee also hereby waives and relinquishes any legal rights and monetary claims which it might have for full compensation, or damages of any sort as set out above, as a result of Lessee's loss of occupancy of the property, when any or all adjacent properties owned or leased by Lessee are taken by eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this Agreement is still in existence on the date of taking or sale or has been terminated prior thereto.

#### 9. Miscellaneous

a. The airspace and Lessee's rights under this Agreement shall not be transferred, assigned, or conveyed to another party without the prior written consent of the Department, subject to concurrence by the FHWA.

b. In conformance with the Civil Rights Act of 1964 (Title VI, Appendix "C") and 49 CFR Part 21, Lessee agrees as follows:

1. That as a part of the consideration hereof, Lessee does hereby covenant and agree as a covenant running with the land that (1) no person, on the ground of race, color, sex, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said property and facility; (2) that in connection with the construction of any improvements on said property and facility and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors; and (3) that the Lessee shall use the property and facility in compliance with all other requirements imposed pursuant to 15 CFR Part 8, Subpart A.

2. That in the event of breach of any of the above covenants, the Department shall have the right to terminate this Agreement and to re-enter and repossess said property and the facility thereon, and hold the same as if this Agreement had never been made or issued.

c. During the term of this Agreement Lessee shall, at Lessee's own cost and expense, promptly observe and comply with all present or future laws, requirements, orders, directions, ordinances, and regulations of the United States of America, the State of

Florida, county or local governments, or other lawful authority whatsoever, affecting the land, property, and facility or appurtenances or any part thereof, and of all insurance policies covering the property, land, and facility, or any part thereof.

d. In addition to or in lieu of the terms and conditions contained herein, the provisions of any Addendum of even date herewith which is identified to be a part hereof is hereby incorporated herein and made a part hereof by this reference. In the event of any conflict between the terms and conditions hereof and the provisions of the Addendum(s), the provisions of the Addendum(s) shall control, unless the provisions thereof are prohibited by law.

e. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Any provision hereof found to be unlawful or unenforceable shall be severable and shall not affect the validity of the remaining portions hereof.

f. Lessee acknowledges that it has reviewed this Agreement, is familiar with its terms, and has had adequate opportunity to review this Agreement with legal counsel of Lessee's choosing. Lessee has entered into this Agreement freely and voluntarily. This Agreement contains the complete understanding of the parties with respect to the subject matter hereof. All prior understandings and agreements, oral or written, heretofore made between the parties and/or between Lessee and any previous owner of the property and landlord of Lessee are merged in this Agreement, which alone, fully and completely express the agreement between Lessee and the Department with respect to the subject matter hereof. No modification, waiver, or amendment of this Agreement or any of its conditions or provisions shall be binding upon the Department or Lessee unless in writing and signed by both parties.

g. Lessee shall be solely responsible for all bills for electricity, lighting, power, gas, water, telephone, and telegraph services, or any other utility or service used on the property.

h. This Agreement shall be governed by the laws of the State of Florida, and any applicable laws of the United States of America.

i. All notices to the Department shall be sent to the address for rent payments and all notices to Lessee shall be sent to the property address provided herein or otherwise provided in writing to the Department.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

City of Port St. Lucie, a FL municipal corp.  
LESSEE (Company Name, if applicable)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: *Russ Shackelford*

By: *Gerry O'Reilly*  
District Secretary

Name: *Russ Shackelford*

Name: Gerry O'Reilly, P.E.

Title: *City Manager*

Attest: *[Signature]*

Attest: *MaryAnn Verillo* (Seal)

Name/Title: Alia Chanel, Executive Secretary  
*Pol*

Name: *MaryAnn Verillo*

Legal Review:

Title: *Executive Assistant*

*[Signature]*

District Counsel

Name: *Elizabeth Quintana*

**ADDENDUM**

This is an Addendum to that certain Lease Agreement between the City of Port St. Lucie, a FL municipal corp.

and the State of Florida Department of Transportation dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
In addition to the provisions contained in said Agreement, the following terms and conditions shall be deemed to be a part thereof pursuant to Paragraph 9 (d) of said Agreement:

1. This lease is subject to all utilities remaining in place and in use or relocated at the expense of Lessee.
2. Lessee acknowledges that the leased area cannot be and is not being used for site plan approval in conjunction with any development order, permits, or any other governmental requirements.
3. Any changes in the use of or improvements/alterations made on or to the leased property shall require a permit issued from Lessor's Permits Office and/or a lease amendment, as applicable. Lessor will advise Lessee of the appropriate document upon request.
4. Nothing is permitted to be discharged into drains/inlets on or adjacent to the leased property, if applicable.
5. Lessee shall obtain permits and required agreements from the Lessor's Permits office for the installation of a minimum forty-five (45) foot long removable river walk span.
6. At the request of the Lessor with thirty (30) days' notice, for any reason, Lessee shall remove the portable river walk span. The cost and coordination of the span removal, storage, and restoration shall be the full responsibility of the Lessee.
7. The removable span shall not be installed prior to the Lessor's riprap project under Port St. Lucie Boulevard that is scheduled to be complete by the end of 2022 (pending no issues). If there are project delays, the installation of the removable span will subsequently be delayed in accordance with the new project schedule.
8. Lessee is prohibited from permitting any person or entity to be within the lease area during any active construction project coordinated by the Lessor.
9. Lessee acknowledges that the lease area is not considered a park and no 4(f) funding shall be sought in conjunction with the lease.
10. With respect to Section 6 - Insurance: The Lessee is a governmental entity that is self-insured in an amount acceptable to the Lessor. Therefore, the insurance provision in this Lease shall not apply.
11. Lessee is prohibited from utilizing the lease area for any commercial business related purposes.
12. Lessee acknowledges that it will not request any graffiti, debris, or other unsightly items be removed by the Lessor within property in or adjacent to the lease area. It is understood that property under bridges are a common location for unsightly activities and by constructing a river walk, the public now has visibility to areas not commonly seen. If a member of the public expresses concern relating to graffiti, debris, or other unsightly items it will be the Lessee's responsibility to correct the issue in accordance with Lessor procedures.

City of Port St. Lucie, a FL municipal corp.  
LESSEE (Company Name, if applicable)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: [Signature]

By: [Signature]  
District Secretary

Name: Russ Blackburn

Name: Gerry O'Reilly, P.E.

Title: City Manager

Attest: [Signature]

Attest: [Signature] (Seal)

Name/Title: Alia Chanel, Executive Secretary

Name: Mary Ann Vecillo

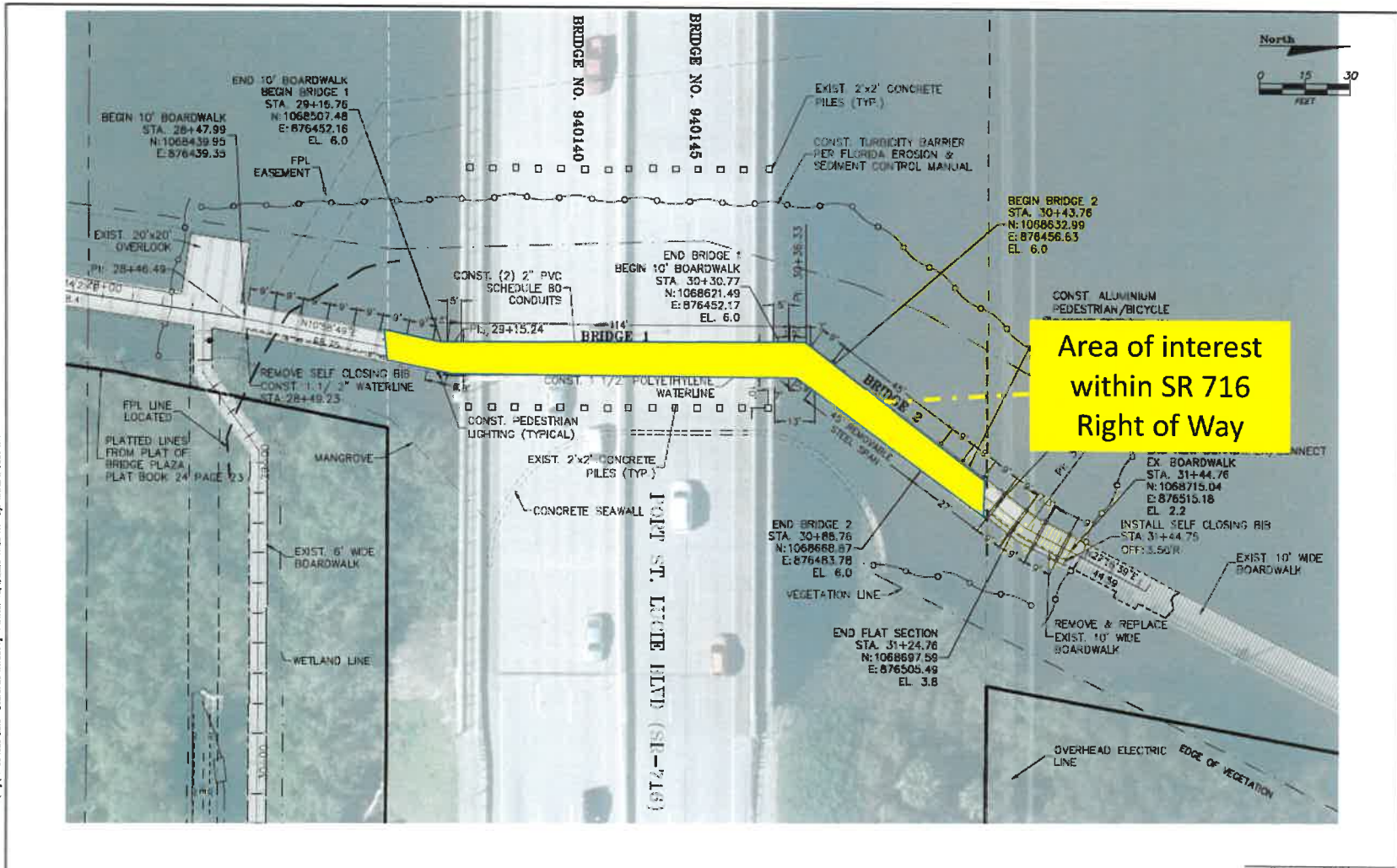
Legal Review:

Title: Executive Assistant

[Signature]  
District Counsel

Name: Elizabeth Quintana





REVISIONS				<small>DATE FOR NO. 16-1111-000</small> DESIGNED BY <small>SM</small> 4-15-20 DRAWN BY <small>KJ</small> 4-20-20 CHECKED BY <small>SM</small> CHECKED BY <small>SM</small> <small>OWNER OF RECORD</small> STEPHAN K. MATTHEWS, P.E., REG. NO. 38723	 <b>CULPEPPER &amp; TERPENING INC.</b> <small>340 SOUTH WINDY STREET - PORT ST. LUCIE, FLORIDA 34951</small> <small>PHONE 772-401-2521 - FAX 772-401-1171</small> <small>WWW.CULPEPPER-TERPENING.COM</small>	CITY OF PORT ST. LUCIE	
NO.	DATE	DESCRIPTION	PROJECT NAME			FINANCIAL PROJECT ID	
			RIVERWALK SOUTH BOARDWALK				
			UNDER PORT ST. LUCIE BLVD				

**Exhibit A to Airspace Agreement**



LEGAL DESCRIPTION:

AN EASEMENT OVER A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 37 SOUTH, RANGE 40 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA;

COMMENCING AT THE NORTHWEST CORNER OF THE "PLAT OF BRIDGE PLAZA", RECORDED IN PLAT BOOK 24 AT PAGE 23, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA THENCE N89°44'12"W (BASIS OF BEARINGS) ALONG A WESTERLY PROLONGATION OF THE NORTH LINE OF SAID PLAT (ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF PORT ST. LUCIE BOULEVARD), A DISTANCE OF 18.44 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE ALONG SAID WESTERLY PROLONGATION N89°44'12"W, A DISTANCE OF 16.29 FEET; THENCE NORTH 11°03'23" EAST, A DISTANCE OF 19.41 FEET; THENCE NORTH 00°00'00" WEST, A DISTANCE OF 123.00 FEET; THENCE NORTH 37°05'15" EAST, A DISTANCE OF 72.38 FEET TO A POINT OF THE NORTH RIGHT-OF-WAY OF SAID PORT ST. LUCIE BOULEVARD; THENCE ALONG SAID RIGHT-OF-WAY SOUTH 89°44'12" EAST, A DISTANCE OF 19.99 FEET; THENCE SOUTH 37°05'15" WEST, A DISTANCE OF 78.99 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 119.17 FEET; THENCE SOUTH 11°03'06" WEST, A DISTANCE OF 17.91 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,446.89 sq.ft, MORE OR LESS.

NOTE: THIS SHEET IS NOT VALID WITHOUT ALL PAGES OF THIS DOCUMENT

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE LEGAL DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY AND/OR EASEMENTS OF RECORD.

THOMAS P. KIERNAN DATE  
 Professional Surveyor & Mapper  
 Florida Certificate No. 6199

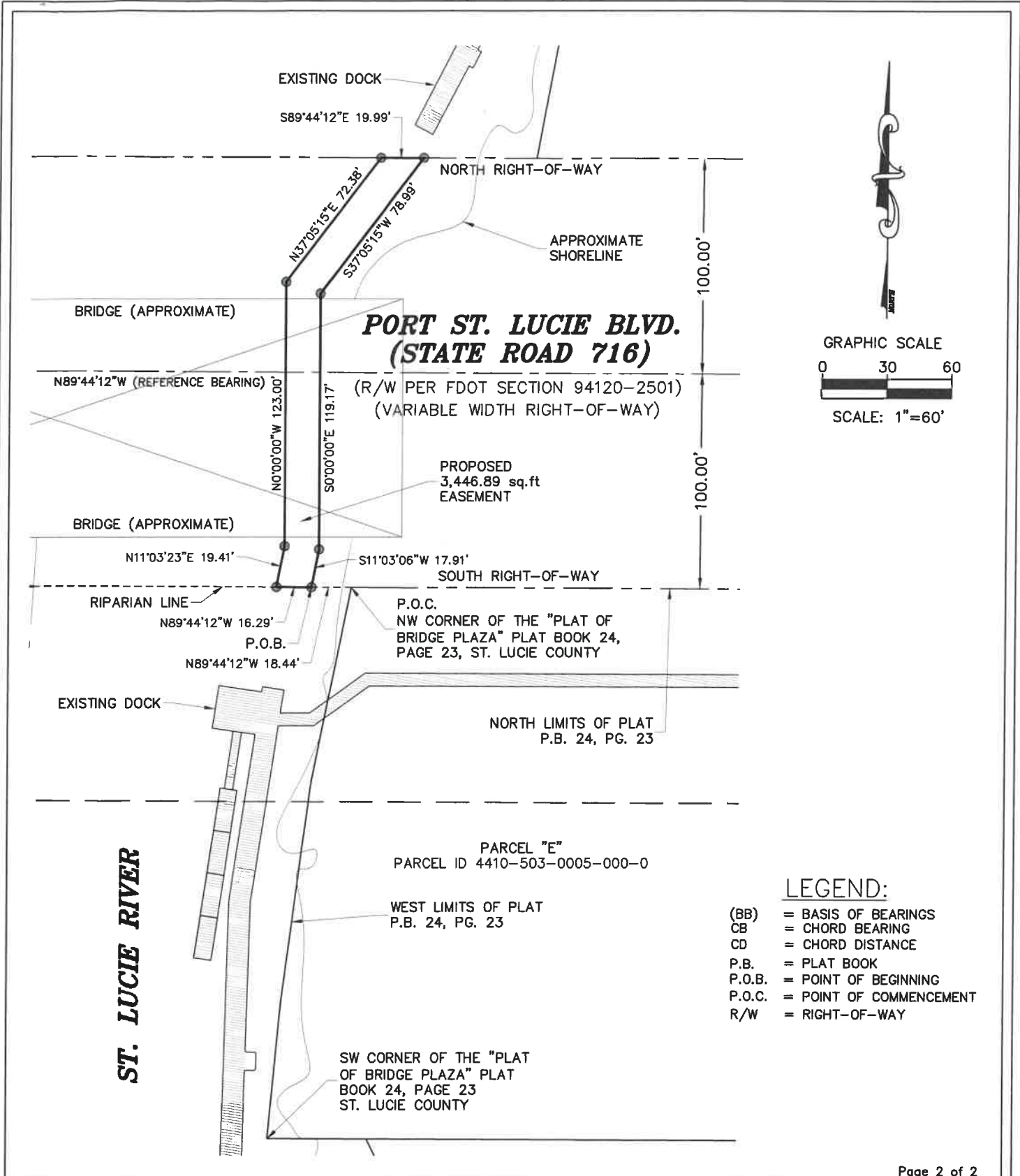


**CULPEPPER &  
TERPENING INC**  
 2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
 STATE OF FLORIDA BOARD OF PROFESSIONAL  
 ENGINEERS AUTHORIZATION NO. 4286

**LEGAL DESCRIPTION**

16' FDOT Aerial Lease

JOB NO: 16-031	SCALE: 1"=80'
DRAWN BY: JDJ	DATE: 5-7-2021



**CULPEPPER &  
TERPENING INC**

2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981  
 PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com  
 STATE OF FLORIDA BOARD OF PROFESSIONAL  
 ENGINEERS AUTHORIZATION NO. 4286

**SKETCH SHOWING**

16' FDOT Aerial Lease

JOB NO: 16-031	SCALE: 1"=60'
DRAWN BY: JDJ	DATE: 5-7-2021

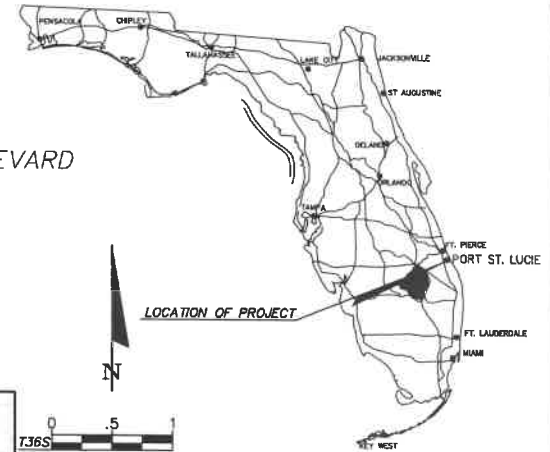
# EXHIBIT B



PLANS PREPARED FOR  
**CITY OF PORT ST. LUCIE, FLORIDA**  
**ENGINEERING DEPARTMENT**

## CONTRACT PLANS

RIVERWALK SOUTH- BOARDWALK UNDER PORT ST. LUCIE BOULEVARD



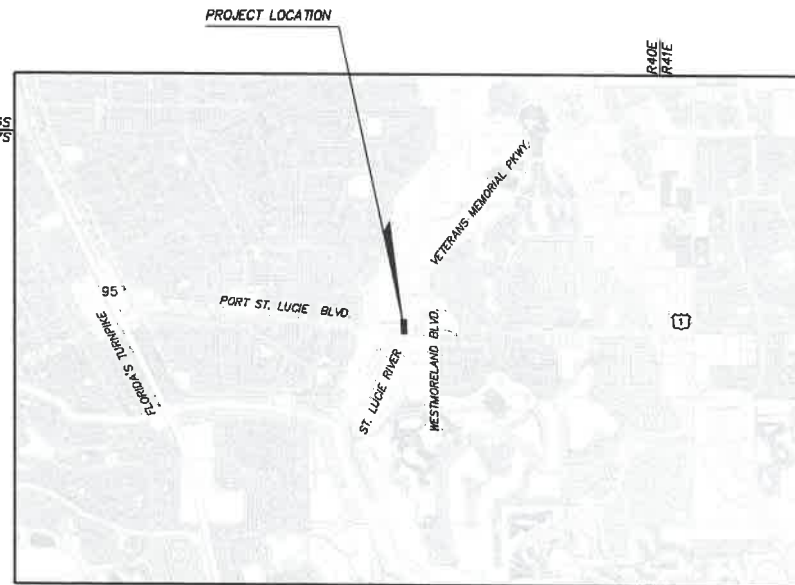
**COMPONENTS OF CONTRACT PLANS SET**  
 \* BOARDWALK & PEDESTRIAN BRIDGES CONSTRUCTION PLANS

### INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	LOCATION MAP
3-4	PLAN & PROFILE
5-6	SWPP DETAILS
7	SPECIFICATIONS
B1 TO 5	BRIDGE GENERAL DETAILS
B1-1 TO 6	BRIDGE 1 DETAILS
B2-1 TO 5	BRIDGE 2 DETAILS
S1 TO 5	BOARDWALK DETAILS

GOVERNING STANDARDS AND SPECIFICATIONS:  
 FLORIDA DEPARTMENT OF TRANSPORTATION,  
 DESIGN STANDARDS DATED MARCH 2020,  
 AND STANDARD SPECIFICATIONS FOR ROAD  
 AND BRIDGE CONSTRUCTION DATED 2020,  
 AS AMENDED BY CONTRACT DOCUMENTS.

For Design Standards Modifications click on  
 "Design Standards" at the following web site:  
<http://www.dot.state.fl.us/rddesign/>



### LOCATION MAP

SECTION 10 TOWNSHIP, 37 SOUTH, RANGE 40 EAST

SCALE: 1" = 5000'

### CITY COUNCIL:

GREGORY J. ORATEP	MAYOR
STEPHANIE MORGAN	DISTRICT 1
JOHN CARROLL	DISTRICT 2
SHANNON M. MARTIN	DISTRICT 3
JOLYNN CARARALLO	DISTRICT 4

RENE BLANKENY - CITY MANAGER  
 JAMES P. ANTSCHUTZ, P.E. - INTERIM PUBLIC WORKS DIRECTOR

REVISIONS

	LENGTH OF PROJECT	
	LIN. FT.	MILES
BOARDWALK	152 LF	0.029
BRIDGES	145 LF	0.027
NET LENGTH OF PROJ.	297 LF	0.056
EXCEPTIONS		
GROSS LENGTH OF PROJ.	297 LF	0.056

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

PROJECT MANAGER: BRAD KEEN

CONSTRUCTION SHOP DRAWINGS  
 TO BE SUBMITTED TO:

STEFAN K. MATTHES, PE  
 CULPEPPER & TERPENING, INC.  
 2980 SOUTH 25TH STREET  
 FORT PIERCE, FLORIDA 34981



2980 SOUTH 25TH STREET • FORT PIERCE, FLORIDA 34981  
 PHONE 772-464-3557 • FAX 772-464-9497 • www.ct-eng.com  
 STATE OF FLORIDA BOARD OF PROFESSIONAL  
 ENGINEERS AUTHORIZATION NO. 4286

NOTE: THE SCALE OF THESE PLANS MAY  
 HAVE CHANGED DUE TO REPRODUCTION.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY:

STEFAN K. MATTHES, PE  
 2020.04.24

ON THE DATE ADJACENT TO THE SEAL

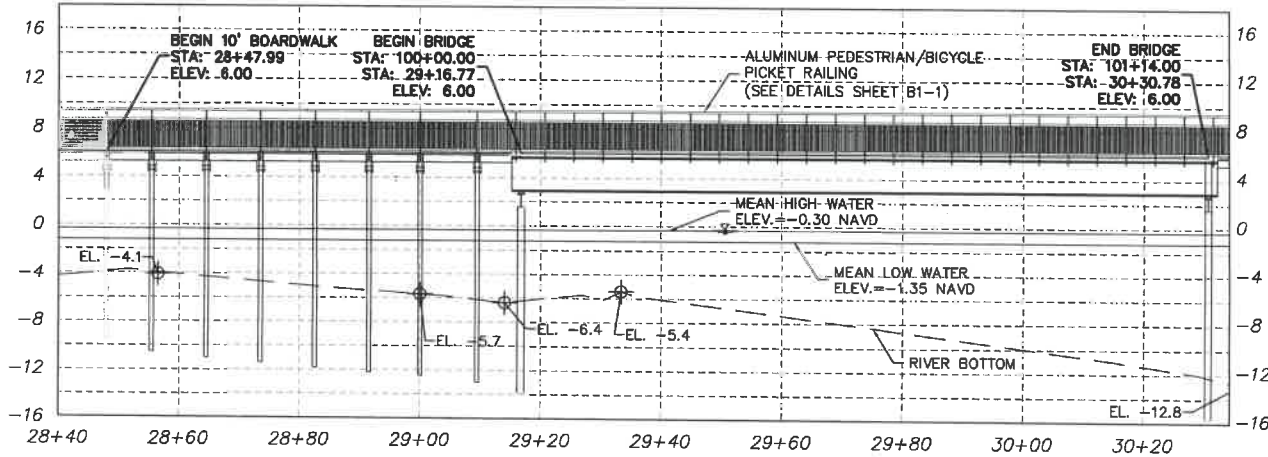
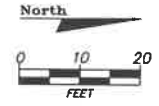
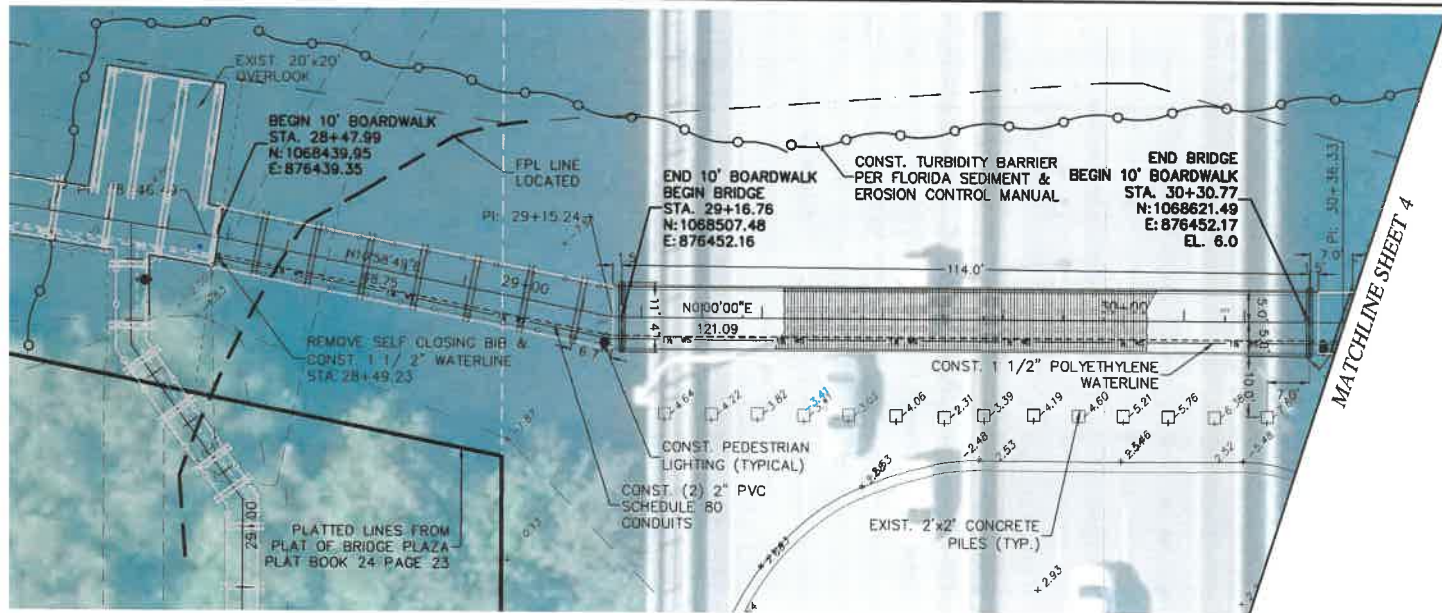
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED  
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 VERIFIED ON ANY ELECTRONIC COPIES.

BOARDWALK PLANS  
 ENGINEER OF RECORD: STEFAN K. MATTHES, P.E.  
 SHEET 1-7 P.E. NO. : 38723

PRELIMINARY PLAN SET  
 APRIL 24, 2020

FISCAL YEAR	SHEET NO.
20	1

C&T JOB NO.: 16-031.005



P:\Proj-2018\18-031-008\Eng\18-031-008 Base - Boardwalk North.dwg Plot: 4/24/2020 12:10 PM By: KTH/SM/ JLD/DAWA

REVISIONS			
DATE	BY	DESCRIPTION	

PART JOB NO. 18-031-008  
 DESIGNED BY SKM 4-16-20  
 DRAWN BY KU 4-20-20  
 CHECKED BY SKM  
 ENGINEER OF RECORD: STEFAN K. MATTHEWS, P.E. REG. NO. 38723

CITY OF PORT ST. LUCIE  
 PROJECT NAME: RIVERWALK SOUTH BOARDWALK UNDER PORT ST. LUCIE, BLVD  
 FINANCIAL PROJECT ID:

STEFAN K. MATTHEWS, P.E.  
 FL. REG. NO. 38723  
**PLAN & PROFILE**

SHEET NO.  
**3 OF 7**



P:\Vme\2018\18-031.008\09\18-031.008 Base - Boardwalk North.dwg Plotfile: 4/24/2020 12:11 PM By: RTHSRH UDUCAMA

Project Name and location information:	Riverwalk Boardwalk & Westmorland Park, Section 10, Township 37 South, Range 40 East, Port St. Lucie, Florida
Describe the nature of the construction activity:	Riverwalk South Boardwalk under Port St. Lucie Blvd
Describe the intended sequence of major soil disturbing activities:	<ul style="list-style-type: none"> <li>• 0-2 days, site prep and stabilized construction entrance;</li> <li>• 3-6 days, install perimeter sediment and erosion controls;</li> <li>• 7-60 days, install stormwater retention basin</li> <li>• 7-10 days, clearing/grubbing over all areas</li> <li>• 11-90 days, site grading;</li> <li>• 90-150 days, install storm sewer and utilities</li> <li>• 150-180 days, stabilize site.</li> </ul>
Total area of the site:	0.7 ACRES
Total area of the site to be disturbed:	0.7 ACRES
Existing data describing the soil or quality of any stormwater discharge from the site:	N/A
Estimate the drainage area size for each discharge point:	0.7 ACRES
Latitude and longitude of each discharge point and identify the receiving water or North Fork of St. Lucie River for each discharge point:	1. LAT : 27 deg 16' 11" N LON: 80 deg 19' 08" W Discharges to North Fork of the St. Lucie River
Give a detailed description of all controls, Best Management Practices (BMPs) and measures that will be implemented at the construction site for each activity identified in the intended sequence of major soil disturbing activities section. Provide time frames in which the controls will be implemented. NOTE: All controls shall be consistent with performance standards for erosion and sediment control and stormwater treatment set forth in s. 62-40.432, F.A.C., the applicable Stormwater or Environmental Resource Permitting requirements of the Department or a Water Management District, and the guidelines contained in the State of Florida Erosion and Sediment Control Designer and Reviewer Manual, FDOT, FDEP (2007) and any subsequent amendments.	
• All installation shall be commenced as depicted on the attached site map and installation "typicals" sheet.	
Describe all temporary and permanent stabilization practices. N/A	
• Temporary seeding shall be rye grass or other appropriate ground covers depending upon	
Describe all structural controls to be implemented to divert stormwater flow from exposed soils and structural practices to store flows, retain sediment on-site or in any other way limit stormwater runoff. These controls include silt fences, earth dikes, diversions, swales, sediment traps, check dams, subsurface drains, pipe slope drains, level spreaders, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, coagulating agents and temporary or permanent sediment basins.	
• A floating turbidity barrier to be installed around the proposed boardwalk.	
Describe all sediment basins to be implemented for areas that will disturb 10 or more acres at one time. The sediment basins (or an equivalent alternative) should be able to provide 3,600 cubic feet of storage for each acre drained. Temporary sediment basins (or an equivalent alternative) are recommended for drainage areas under 10 acres. N/A	
No temporary sedimentation basins are proposed. The detention basins (prior to being connected to a discharge structure) may be used as a temporary sediment basin if needed.	
Describe all permanent stormwater management controls such as, but not limited to, detention or retention systems or vegetated swales that will be installed during the construction process.	

• A stormwater detention basin shall be constructed per ERP permit and all disturbed areas shall be grassed.	
Waste disposal, this may include construction debris, chemicals, litter, and sanitary wastes:	All construction materials and debris will be placed in a dumpster and hauled off site to a landfill or other proper disposal site. No materials will be buried on site.
Offsite vehicle tracking from construction entrances/exits:	Off site vehicle tracking of sediments and dust generation will be minimized via a rock construction entrance, street sweeping and the use of water to keep dust down.
The proper application rates of all fertilizers, herbicides and pesticides used at the construction site:	N/A
The storage, application, generation and migration of all toxic substances:	All paints and other chemicals will be stored in a locked covered shed.
Other:	Port o lets will be placed away from storm sewer systems, storm inlet(s), surface waters and wetlands. No vehicle maintenance shall be conducted on-site. A washdown area shall be designated at all times and will not be located in any area that will allow for the discharge of polluted runoff. A small-vegetated berm shall be placed around the washdown area.
Provide a detailed description of the maintenance plan for all structural and non-structural controls to assure that they remain in good and effective operating condition.	
Contractor shall provide routine maintenance of permanent and temporary sediment and erosion control features in accordance with the technical specifications or as follows, whichever is more stringent:	
<ul style="list-style-type: none"> <li>• Maintenance shall be performed on the rock entrance when any void spaces are full of sediment.</li> <li>• Maintain all other areas of the site with proper controls as necessary.</li> <li>• Floating Turbidity Barriers will be inspected weekly and replaced or adjusted as needed.</li> </ul>	
Inspections: Describe the inspection and inspection documentation procedures, as required by Part V.D.4. of the permit. Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater (see attached form).	
Qualified personnel will inspect all points of discharges, all disturbed areas of construction that have not been stabilized, constructed areas and locations where vehicles enter and exit the site, and all BMPs at least once every 7 calendar days or within 24 hours of the end of a rainfall event that is 0.5 inches or greater. Where sites have been finally stabilized, said inspections shall be conducted at least once every month until the Notice of Termination is filed.	
Identify and describe all sources of non-stormwater discharges as allowed in Part IV.A.3. of the permit. Flows from fire fighting activities do not have to be listed or described.	
It is expected that the following non-stormwater discharges may occur from the site during construction period: N/A	
All contractor(s) and subcontractor(s) identified in the SWPPP must sign the following certification:	
"I certify under penalty of law that I understand, and shall comply with, the terms and conditions of the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities and this Stormwater Pollution Prevention Plan prepared thereunder."	

STEFAN K. MATTHES, P.E.  
FL. REG. NO. 38723

REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

SCALE: 1/8" = 1'-0"  
 DESIGNED BY: SKM 4-16-20  
 DRAWN BY: KU 4-20-20  
 CHECKED BY: SKM  
 ENGINEER OF RECORD: STEFAN K. MATTHES, P.E. NO. 38723



CITY OF PORT ST. LUCIE	
PROJECT NAME	FINANCIAL PROJECT ID
RIVERWALK SOUTH BOARDWALK UNDER PORT ST. LUCIE. BLVD	

SWPPP DETAILS		SHEET NO.
5 OF 7		

**3. POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM**

Materials, construction methods, required tests, testing methods and construction tolerances for the wastewater collection and transmission system shall meet the requirements of the current AWWA Specifications, FDEP, and PSLUSD.

1. The Contractor and/or construction surveyor shall verify the elevation of the benchmark shown on construction plans. Verify all elevations of existing pavement, stubouts, and structures before starting construction and notify the Engineer if any discrepancy in elevations exist.
2. The Contractor is herein advised that "asbuilt drawings" will be performed on the project which will reflect the elevation and location of all structures and improvements on the project. These "asbuilt drawings" will be utilized by the Engineer to determine conformance of the project to required tolerances as set forth by permitting and/or approving public agencies. Tolerances established by these agencies must be met in order for the project to be accepted for final certification and approval. As Builts shall be in accordance with the Port St. Lucie Utilities Systems Department Standards.
3. All construction shall be in accordance with the City of Port St. Lucie Utility Systems Department's Technical Specifications and Construction Standards, latest revision, and with all applicable Florida Department of Environmental Protection Rules and Regulations.
4. No field changes or deviations from design are to be made without prior written approval of the Engineer of Record and Port St. Lucie Utilities Systems Department.
5. The contractor shall coordinate service grades and location with the Engineer.
6. All materials, construction methods, testing and disinfection shall conform to the requirements of the City of Port St. Lucie Utility Systems Department and AWWA current standards.
7. PVC Water Main: The Dimension Ratio (DR) and Pressure Rating shall be C900, DR-18 (Pressure 6 class 235) for 4" to 12" pipe and C 905, DR-18 (Pressure rating 235) for 14" to 24" pipe. Minimum cover shall be 36 inches, unless otherwise noted. Water mains shall be blue in color.
8. Ductile Iron Fittings: Ductile iron fittings shall be used on all PVC C900 & C905 mains. Fittings shall conform to AWWA/ANSI C153/A21.53.06 with a minimum pressure rating of 350 psi. Fittings shall be coated as specified under c.(1) (d) Coating & Linings for DIP. Fittings shall be restrained with restrained joints as per the detail.
9. Gate Valve with Box: Valves 2' and larger shall be gray or ductile iron body, conforming to AWWA C509 or C515, with mechanical joints or flanged ends, and shall be equipped with a 2' square gray or ductile iron wrench nut. Valves shall be rated for 250-psi working pressure.
10. Water/Sewer lines shall be laid on undisturbed ground, compacted to 98% of maximum density in accordance with AASHTO T-180. Backfill shall be compacted to 98% of maximum density in accordance with AASHTO T-180. The contractor shall submit certified density tests on each 12" lift.
11. The contractor shall contact the Engineer of Record, the appropriate governmental jurisdictional agency and all utility companies at least 48 hours prior to commencement of construction for coordination of any utilities. The contractor shall schedule a pre-construction meeting with the Engineer, Port St. Lucie Utilities Systems Department and the City of Port St. Lucie Engineering Department a minimum of ten (10) working days prior to starting construction.

P:\Proj-2018\16-031.006\DWG\16-031.006\_Bas-Basewalk\_North.dwg Plotfile: 4/24/2020 1:07 PM By: KTHSRB UDLUCAMA

STEFAN K. MATTHEWS, P.E.  
FL. REG. NO. 38723

REVISIONS				SHEET JOB NO. 16-031.006		CITY OF PORT ST. LUCIE		SPECIFICATIONS	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	PROJECT NAME	FINANCIAL PROJECT ID			
					RIVERWALK SOUTH BOARDWALK UNDER PORT ST. LUCIE, BLVD				7 OF 7

DESIGNED BY  
SKM 4-16-20

DRAWN BY  
KU 4-20-20

CHECKED BY  
SKM

CHECKED BY  
SKM

ENGINEER OF RECORD:  
STEFAN K. MATTHEWS, P.E. NO. 38723



**CULPEPPER & TERPENING INC**

2080 SOUTH 25th STREET • FORT PIERCE, FLORIDA  
PHONE: 772-684-2307 • FAX: 787-684-2107 • www.culter.com

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4282



**DESIGN SPECIFICATIONS**

FDOT Structures Manual dated January 2019.  
 AASHTO LRFD Bridge Design Specifications, 8th Edition.  
 AASHTO LRFD Guide Specification for the Design of Pedestrian Bridges, 2nd Edition.  
 FDOT Design Manual dated January 2020.

**GOVERNING STANDARDS AND CONSTRUCTION SPECIFICATIONS**

FDOT 2019-2020 Design Standard Plans.  
 FDOT January 2020 Standard Specifications for Road and Bridge Construction

**VERTICAL DATUM**

Elevations are based on the North American Vertical Datum (NAVD) of 1988.

**ENVIRONMENT**

Assumed Extremely Aggressive for both superstructure and substructure.

**DESIGN LOADING**

Pedestrian LL: 90 psf  
 Rail and Post LL: 200 lb + 50 plf  
 Timber DL: 34.3 pcf  
 Structural Plastic DL: 65 pcf  
 Structural Steel DL: 490 pcf  
 Utility Load: 10 plf on each exterior beam

**PLAN DIMENSIONS**

1. All dimensions in these plans are measured in feet either horizontally or vertically unless otherwise noted.  
 2. All dimensions are given for a mean temperature of 70°F.

**STRUCTURAL STEEL**

All structural steel, stiffeners, diaphragms, plates and other ancillary items, shall be in accordance with ASTM A709, Grade 50.

**CHARPY V-NOTCH**

All members subjected to tensile stresses identified as main load-carrying members shall be tested in accordance with Specifications Section 962.

**STEEL FABRICATION**

Shop assemblies are required in accordance with Section 460 of the Specifications.

**CONNECTIONS**

- Use bolts or screws, as shown, for assembly. Screws shall be countersunk and installed in holes drilled with a countersunk drill bit. Nails may only be used for pre-assembly. All stainless steel connection elements specified in this set of plans shall conform to ASTM F593C or F593D. Use the following material specifications unless noted otherwise:  
 Bolts: ASTM F3125, Grade A325, Type 1  
 Nuts: ASTM A563, Grade DH Heavy-Hex  
 Washers: ASTM F436, Type 1  
 Nails and Screws: ASTM F593C or F593D stainless steel
- A countersunk stainless steel bolt shall be used for the 1/2" Ø Connection Bolt connecting the Timber Stringers to the steel girder top flanges. A standard stainless steel bolt may be used in lieu of a countersunk bolt provided that a 1 1/4" Ø x 3/8" deep hole is cored in the top of the stringer where the bolt will be placed such that the bolt head may fully embed into the stringer.
- Bolt holes may be drilled either in the shop or in the field. If they are drilled in the field, steel near the drilled holes shall be touched-up and repaired per Section 560-10 of the Specifications.
- Bolts connecting the Intermediate Aluminum Railing Post to the WT 10.5 x 31 section and anchor bolts connecting the sole plate to the bent cap shall not be pretensioned.

**COATING**

Apply an inorganic zinc primer followed by a Type M coal tar epoxy coating to all surfaces of all steel components in accordance with sections 560 and 926 of the FDOT Specifications. The aluminum components of the handrail are not to be coated. Nuts and bolts are to be coated after final tightening of the nuts.

**LUMBER**

- Lumber sizes shown are nominal sizes. Lumber shall be furnished in sizes meeting the requirements of the American Softwood Lumber Standard, PS20-94. Lumber grade shall be No. 1, in accordance with Standard Specification 952. The decking shall be Structural Plastic (SP). Structural Plastic shall be Fiberglass Fiber Reinforced Composite Lumber (FFRCL) in accordance with FDOT Standard Specification 973.
- All lumber (timber) shall be treated in accordance with FDOT Standard Specification 955-2.2 for wood products on pedestrian bridges.
- The color of the Structural Plastic shall be Color No. 30227 in accordance with Federal Color Standard 595B.

**PILES**

Factored design load for piles is as follows:

- Bridge 1: 39 tons per pile
- Bridge 2: 12 tons per pile

Pile heads shall be cut-off at a constant elevation so that the bottom of the bent cap lies flush against the pile cap plates after they are attached to each pile head. Pile cut-off elevations are as follows:

- Bridge 1: EL. 1.56
- Bridge 2: EL. 2.65

**BRIDGES 1 & 2**

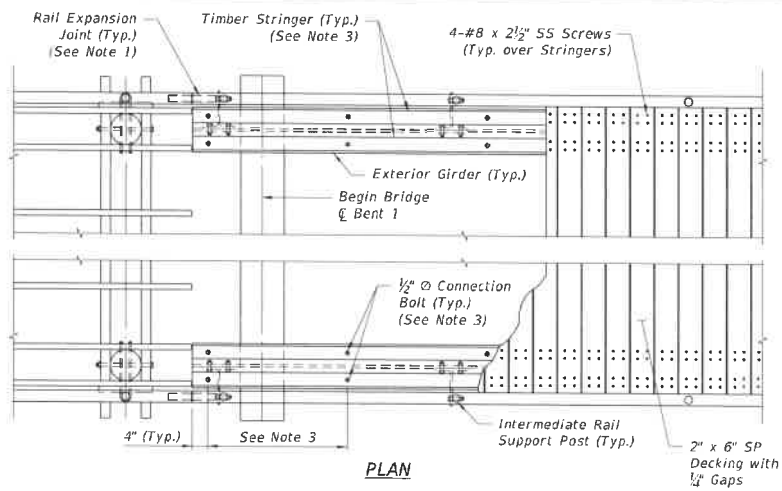
REVISIONS						AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 435-2600 Fax: (813) 435-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601	DRAWN BY: JV/AM	CITY OF PORT ST. LUCIE			SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		CHECKED BY: RH	ROAD NO.	QUANTITY	ACE PROJECT NUMBER	PROJECT NAME:	GENERAL NOTES
						DESIGNED BY: SS	N/A	ST	LUCIE	516978-7	RIVERWALK AND WESTMORELAND PARK	SHEET NO. B-2
						CHECKED BY: RH						

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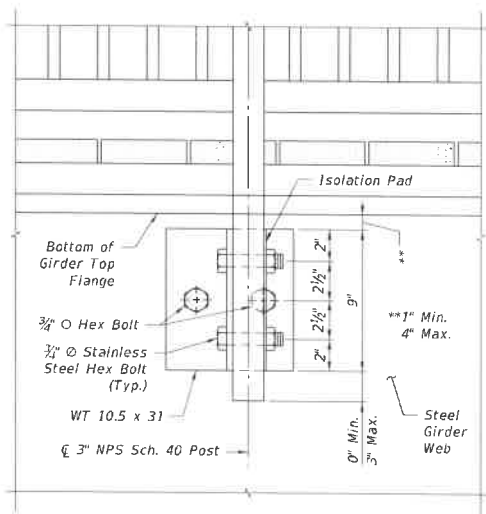
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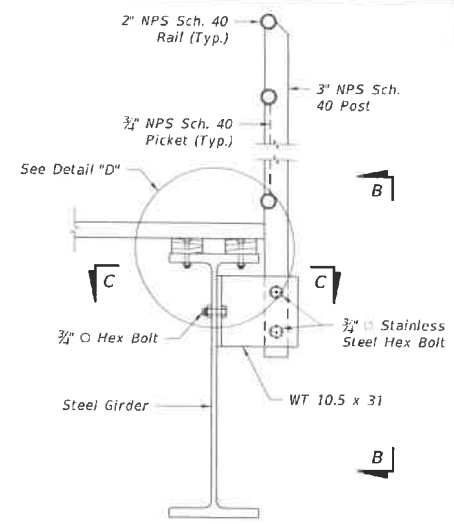
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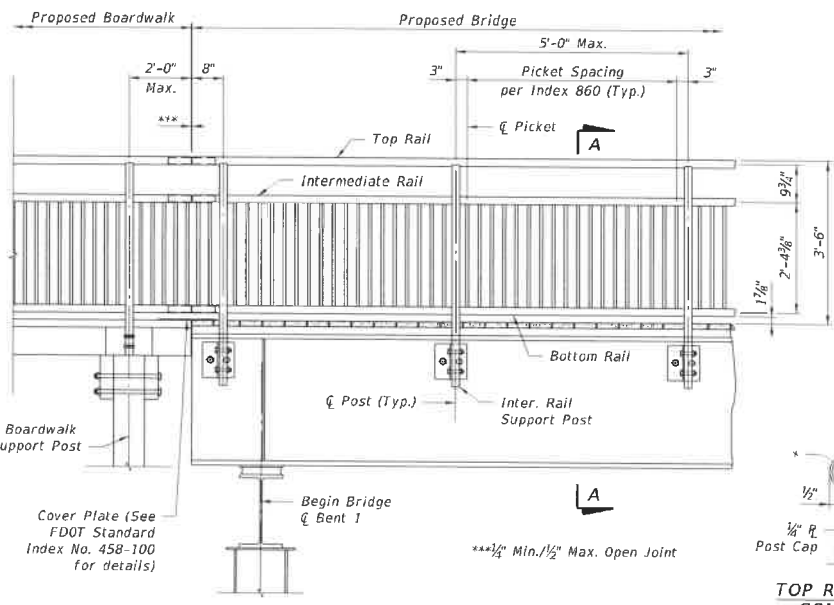
PLAN



VIEW B-B

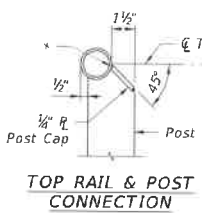


SECTION A-A

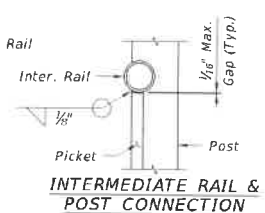


ELEVATION

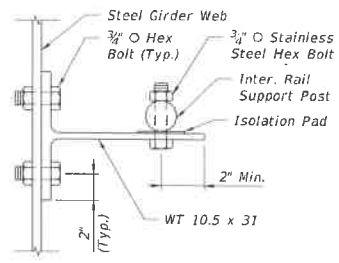
(Bent 1 shown, Bent 2 similar)



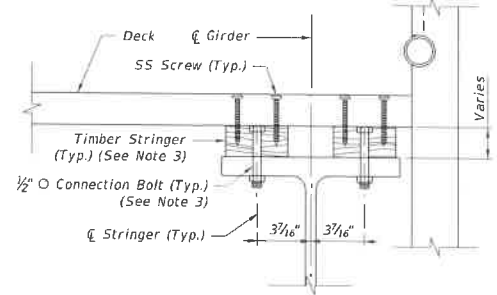
TOP RAIL & POST CONNECTION



INTERMEDIATE RAIL & POST CONNECTION



SECTION C-C



DETAIL "D"


(Exterior Girder shown, Interior Girder similar)  
(Handrail connection not shown for clarity)

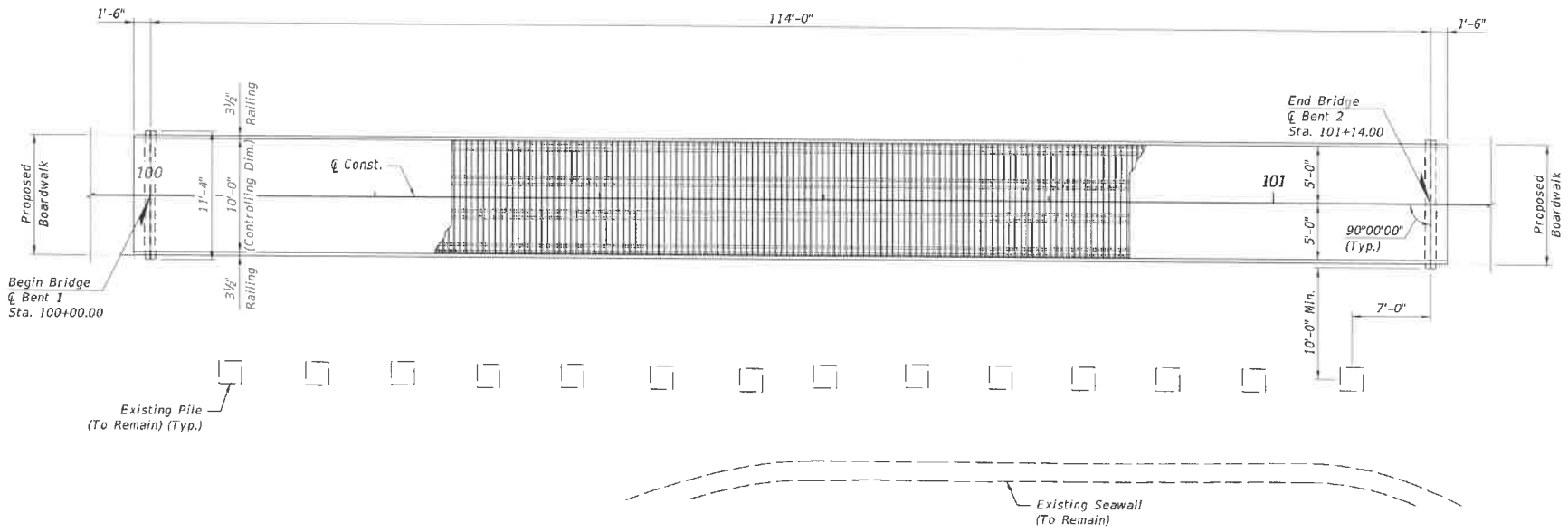
- NOTES:
- For additional Aluminum Pedestrian/Bicycle Picket Railing details, see FDOT 2010 INTERIM DESIGN STANDARD INDEX NO. 860.
  - Contractor shall submit shop drawings for the Aluminum Pedestrian/Bicycle Picket Railing.
  - Timber stringers shall be 4" wide and shall have a minimum longitudinal length of 4'-0". Stringer heights shall vary as needed to adjust for the deflection of the girders as shown on Sheet B-7. Stringers shall be connected using a minimum of 2-1/2" O Connection Bolts per stringer. Longitudinal spacing between Connection Bolts shall not be greater than 4'-0". Connection Bolt heads shall be countersunk into the stringers as shown in Detail "D". Refer to the General Notes on Sheet B-2 for more information.

\*1/2" Seal Weld Cap to top of post, all sides

REVISIONS						DRAWN BY: AM	CITY OF PORT ST. LUCIE	SHEET TITLE: SUPERSTRUCTURE DETAILS	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION				
						CHECKED BY: RH	ROAD NO. N/A	PROJECT NAME: RIVERWALK AND WESTMORELAND PARK	SHEET NO. B-4
						DESIGNED BY: SS	COUNTY ST. LUCIE	AGE PROJECT NUMBER 516978-7	
						CHECKED BY: RH			

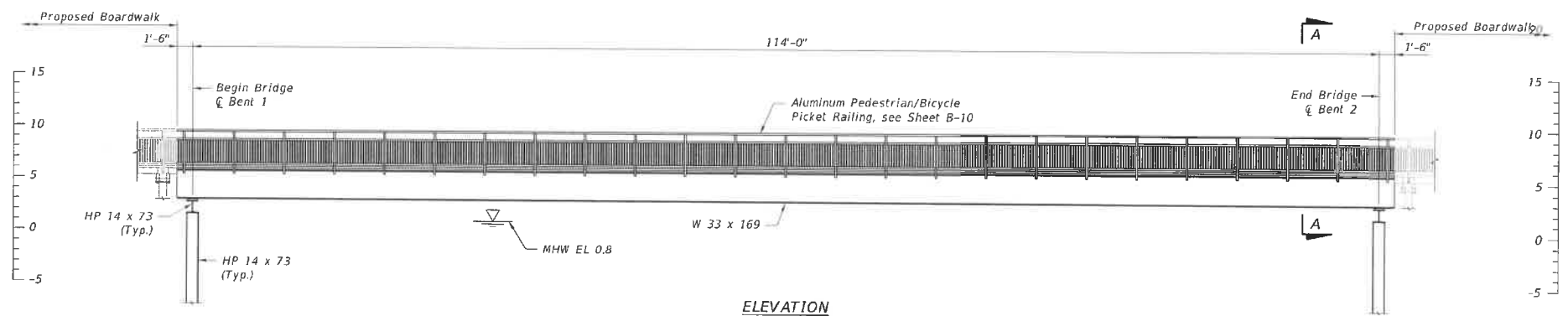
AMERICAN CONSULTING ENGINEERS OF FLORIDA, L.L.C.  
2818 Cypress Ridge Blvd, Suite 200  
Wesley Chapel, Florida 33544  
Phone: (813) 435-2600 Fax: (813) 435-2601  
Certificate of Authorization No. 8302  
Richard A. Hunter, P.E., No. 50601

Direction of Stationing 



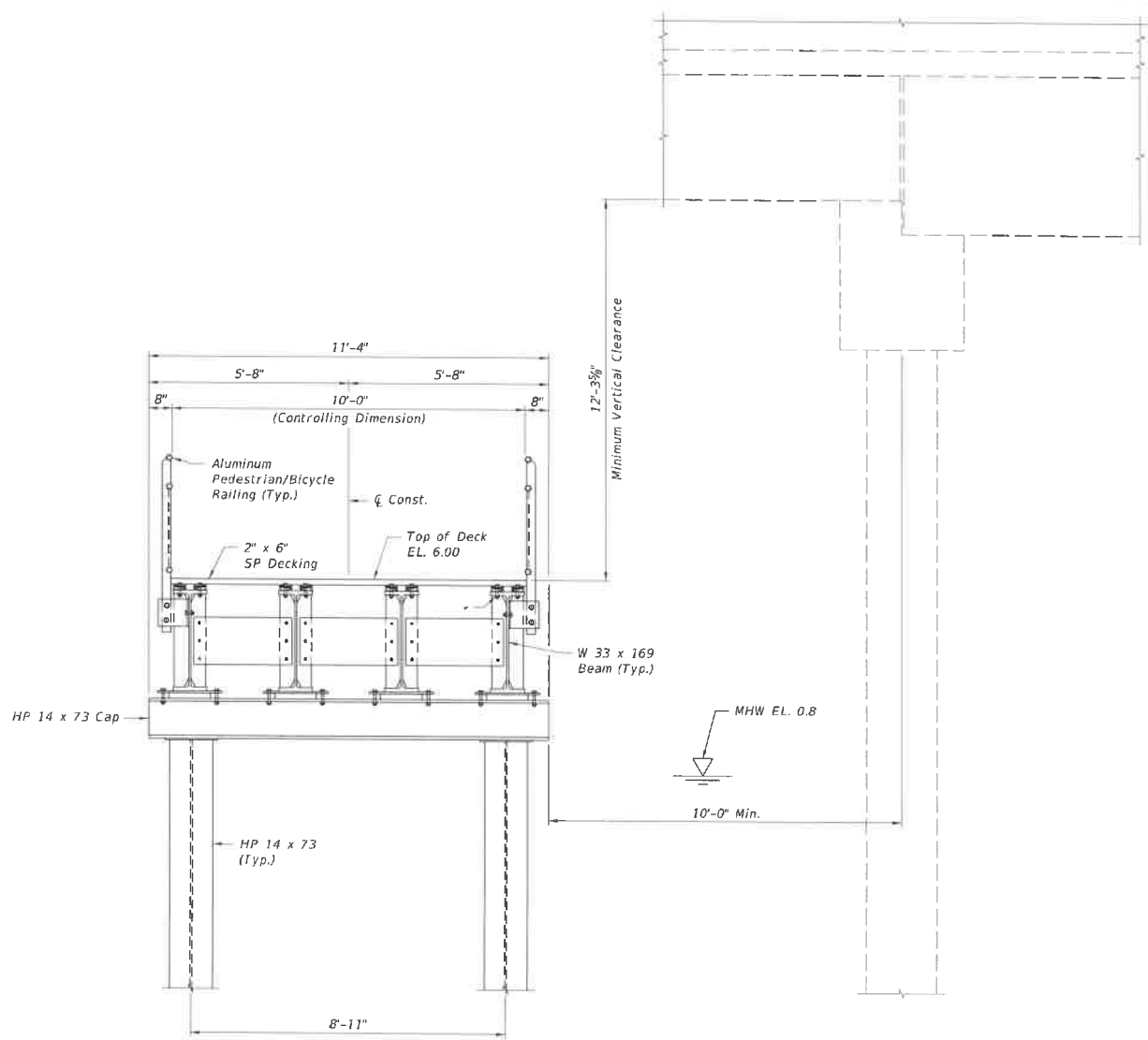
**PLAN**  
(Superstructure of existing bridge not shown for clarity)

CROSS REFERENCE:  
1. For Typical Section, see Sheet B1-2.  
2. For Section A-A, see Sheet B1-3.



**ELEVATION**  
(Existing bridge not shown for clarity)

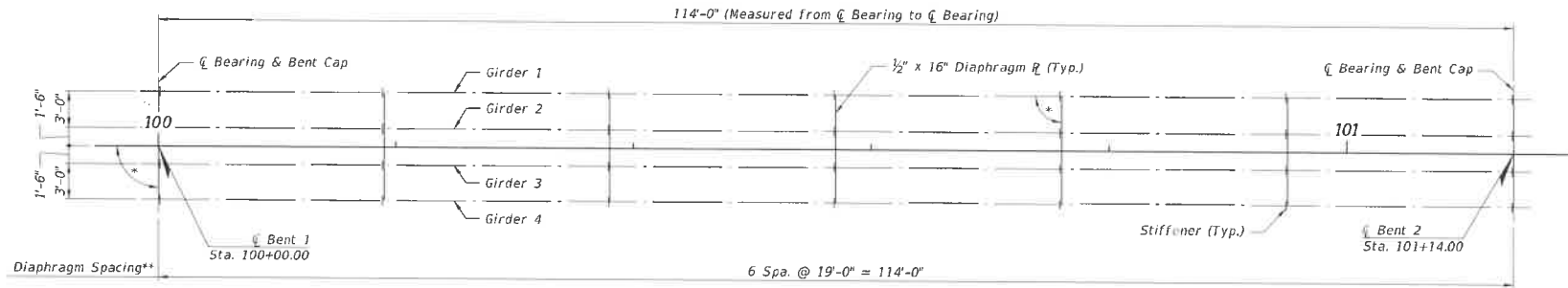
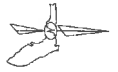
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DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	RD (H)	COUNTY	ACE PROJECT NUMBER	PROJECT NAME
						N/A	ST. LUCIE	516978-7	RIVERWALK AND WESTMORELAND PARK
						DESIGNED BY:	RIVERWALK AND WESTMORELAND PARK		REF. DGNL. NO.
						CHECKED BY:	PLAN AND ELEVATION		SHEET NO.
						DESIGNED BY:	RIVERWALK AND WESTMORELAND PARK		B1-1



SECTION A-A

CROSS REFERENCE:  
 1. For location of Section A-A, see Sheet B1-1.  
 2. For Typical Section Through Bridge, see Sheet B1-2.

REVISIONS				AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 435-2600, Fax: (813) 435-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601	DRAWN BY: JV/AM	CITY OF PORT ST. LUCIE			SHEET TITLE: TYPICAL SECTION THROUGH BRIDGE (2 OF 2)	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE		BY	DESCRIPTION	ROAD NO.	COUNTY	AGE PROJECT NUMBER	PROJECT NAME:
						N/A	ST LUCIE	516978-7	RIVERWALK AND WESTMORELAND PARK	B1-3



**FRAMING PLAN**

\*90°00'00" (Typ.)

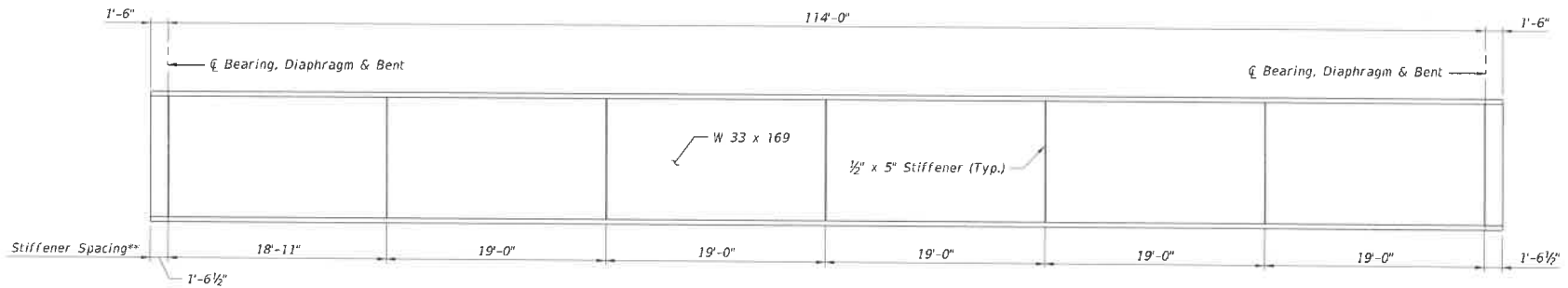
\*\*All diaphragm and stiffener spacings given to  $\zeta$  Diaphragm and  $\zeta$  Stiffener, respectively.

**NOTE:**

1. All stiffeners are on each side of the girder web.
2. All dimensions shown are horizontal and measured along  $\zeta$  Girder.


**CROSS REFERENCE:**

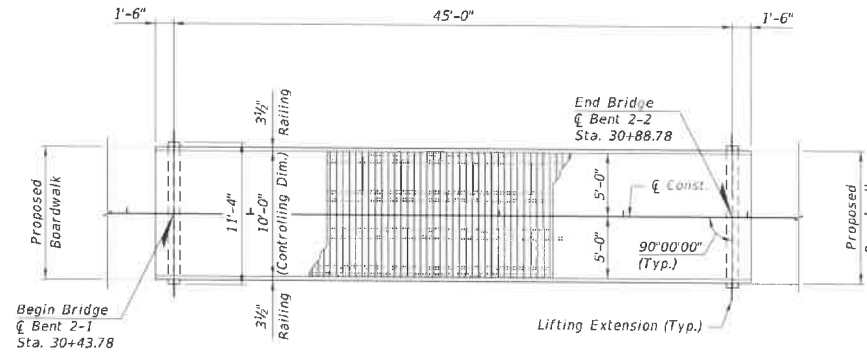
For girder details, see Sheet B1-6.



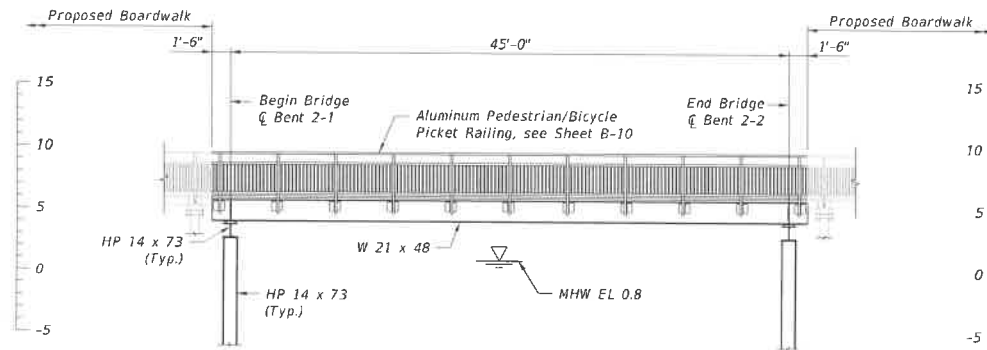
**TYPICAL GIRDER ELEVATION**

REVISIONS				AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC		DRAWN BY: AM		CITY OF PORT ST LUCIE		SHEET TITLE:	
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 435-2600 Fax: (813) 435-2801 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601						CHECKED BY: RH DESIGNED BY: N/A		COUNTY: ST. LUCIE ACE PROJECT NUMBER: 516978-7		STEEL GIRDER FRAMING PLAN AND ELEVATION RIVERWALK AND WESTMORELAND PARK	
											REF. DWG. NO.
											SHEET NO.
											B1-5

Direction of Stationing 



PLAN



ELEVATION

CROSS REFERENCE:  
1. For Typical Section, see Sheet B2-2.

REVISIONS				AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC		DRAWN BY:	CITY OF PORT ST. LUCIE			SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	DP	PLAN AND ELEVATION			RIVERWALK AND WESTMORELAND PARK	REF. DWG. NO.
						2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 435-2600 Fax: (813) 435-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601					ROAD NO.
						RH	N/A	ST LUCIE	516978-7		B2-1
						DESIGNED BY:					
						CHECKED BY:					
						RH					

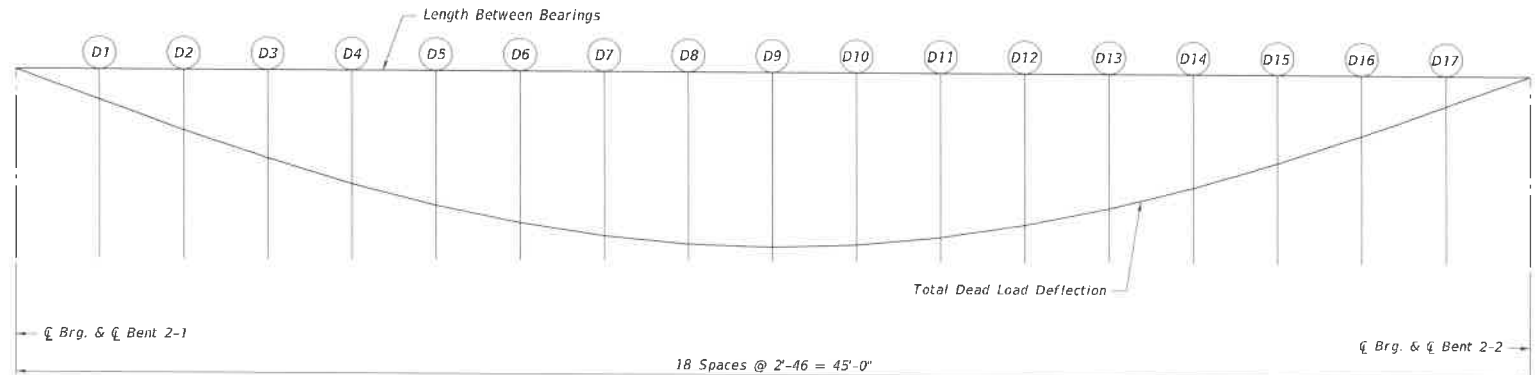
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BENT 2-1

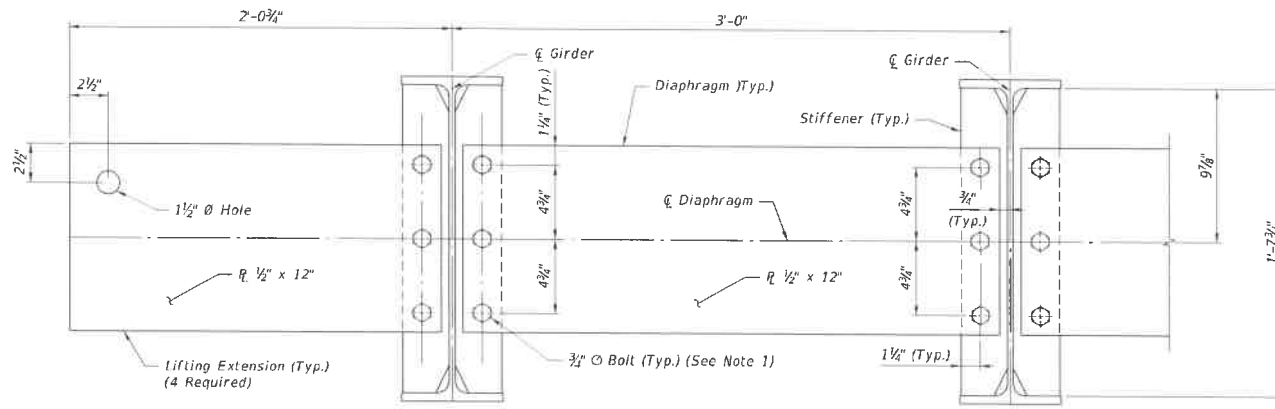
**STEEL GIRDER DEFLECTION DUE TO DEAD LOAD**  
(Along CL Girders)

BENT 2-2

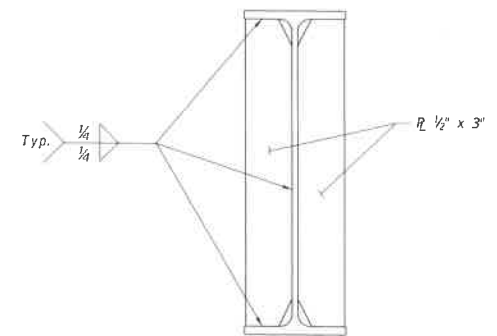
GIRDER	DEFLECTION DATA	SPAN 1																		
		CL Bent 2-1	D1	D2	D3	D4	D5	D6	D7	D8	D9	D10	D11	D12	D13	D14	D15	D16	D17	CL Bent 2-2
All	Steel DL	0.000	0.035	0.069	0.101	0.129	0.153	0.173	0.187	0.196	0.199	0.196	0.187	0.173	0.153	0.129	0.101	0.069	0.035	0.000
	Composite DL	0.000	0.022	0.043	0.062	0.080	0.095	0.107	0.166	0.121	0.123	0.121	0.166	0.107	0.095	0.080	0.062	0.043	0.022	0.000
	Total DL	0.000	0.057	0.112	0.163	0.209	0.280	0.303	0.318	0.322	3.084	0.322	0.318	0.303	0.280	0.209	0.163	0.112	0.057	0.000

- CAMBER NOTES:**
- All deflection ordinates are given in inches.
  - Steel DL - Includes the dead load due to the steel girder, stiffeners, diaphragms and other miscellaneous steel items.
  - Composite DL - Includes the superimposed dead load consisting of the railings, deck, and any other superstructure materials not included with the steel dead load defined above.
  - This bridge is not on a vertical curve, therefore no vertical curve deflection values are required.
  - Positive deflections are downward.
  - Longitudinal dimensions are measured from a chord between centerline of bearings.
  - 4" wide Timber Stringers shall be placed between the top of the girder and the bottom of the deck to ensure that the deck elevation remains constant as shown on Sheet B2-1 and does not follow the shape of the deflected girder. The bottom of the stringer shall be flush with the top flange of the girder while the top of the stringer is flush with the bottom of the deck. See Sheet B2-5 for more information regarding the stringers.

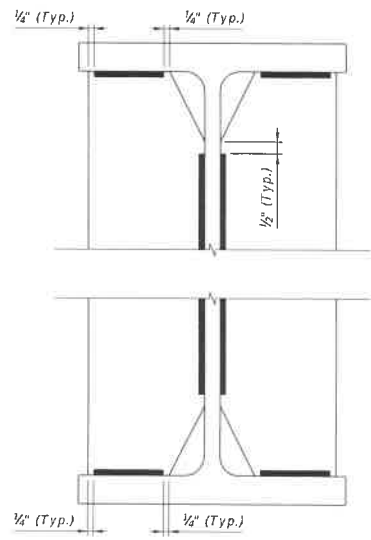
REVISIONS				AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC		CITY OF PORT ST LUCIE		SHEET TITLE:		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	ROAD NO.	COUNTY	AGE PROJECT NUMBER	PROJECT NAME:	SHEET NO.
						N/A	ST. LUCIE	516978-7	RIVERWALK AND WESTMORELAND PARK	B2-3



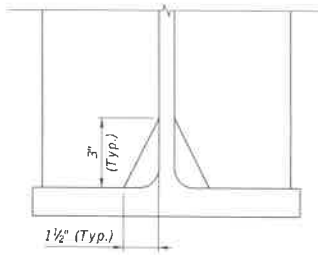
**DIAPHRAGM SECTION**  
(Exterior Bay Shown, Interior Bay Similar)



**STIFFENER DETAIL**  
(Bolt Holes Not Shown)



**WELD TERMINATION DETAIL**

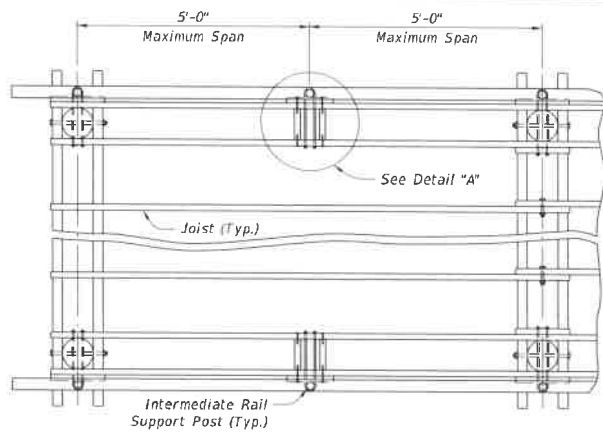


**CORNER CLIP DETAIL**

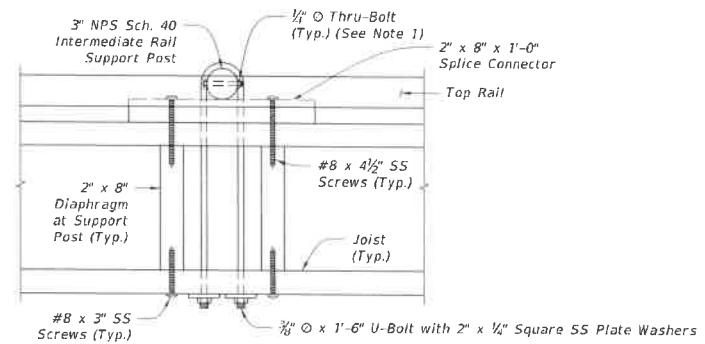
**NOTE:**  
All bolt holes are standard with a 13/16" Ø. Bolts shall be High-Strength ASTM A325.

**CROSS REFERENCE:**  
For locations of cross frames and stiffeners, see Sheet B2-4.

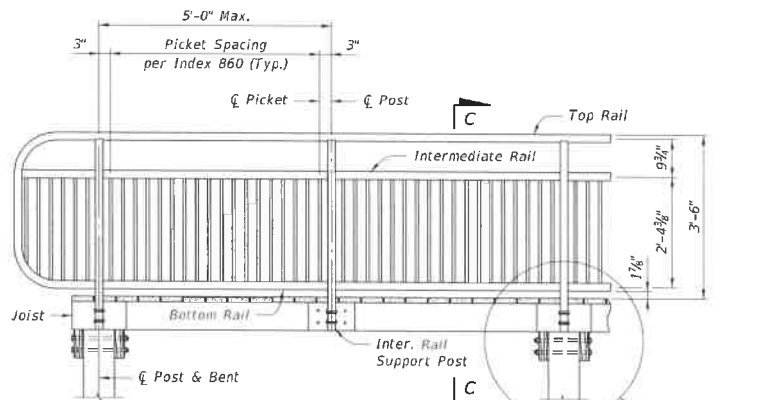
REVISIONS						AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 436-2600 Fax: (813) 436-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601	CITY OF PORT ST. LUCIE			STEEL GIRDER DETAILS		REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	ACE PROJECT NUMBER	PROJECT NAME:	SHEET NO.	
						N/A	ST. LUCIE	516978-7	RIVERWALK AND WESTMORELAND PARK	B2-5		



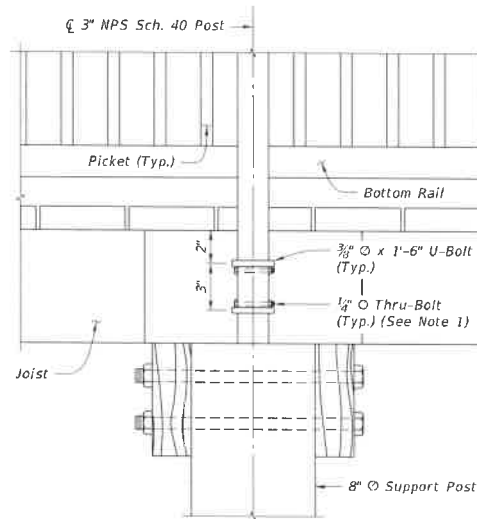
PLAN



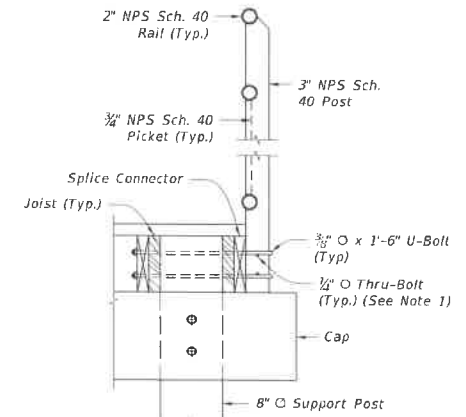
DETAIL "A"



ELEVATION



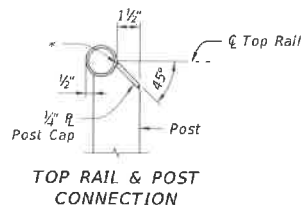
DETAIL "B"



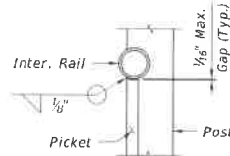
SECTION C-C

NOTE:

- Contractor shall install bolts such that either the 3/8" O U-Bolt bears on the head and nut of the 1/2" O Thru-Bolt or the 3/8" O U-Bolt bears on the 1/2" O Thru-Bolt itself. Contractor shall deform the threads at the end of the 1/2" O Thru-Bolt after installation to prevent the nut from working free.
- For additional Aluminum Pedestrian/Bicycle Picket Railing details, see FDOT 2010 INTERIM DESIGN STANDARD INDEX NO. 860.
- Contractor shall submit shop drawings for the Aluminum Pedestrian/Bicycle Picket Railing.



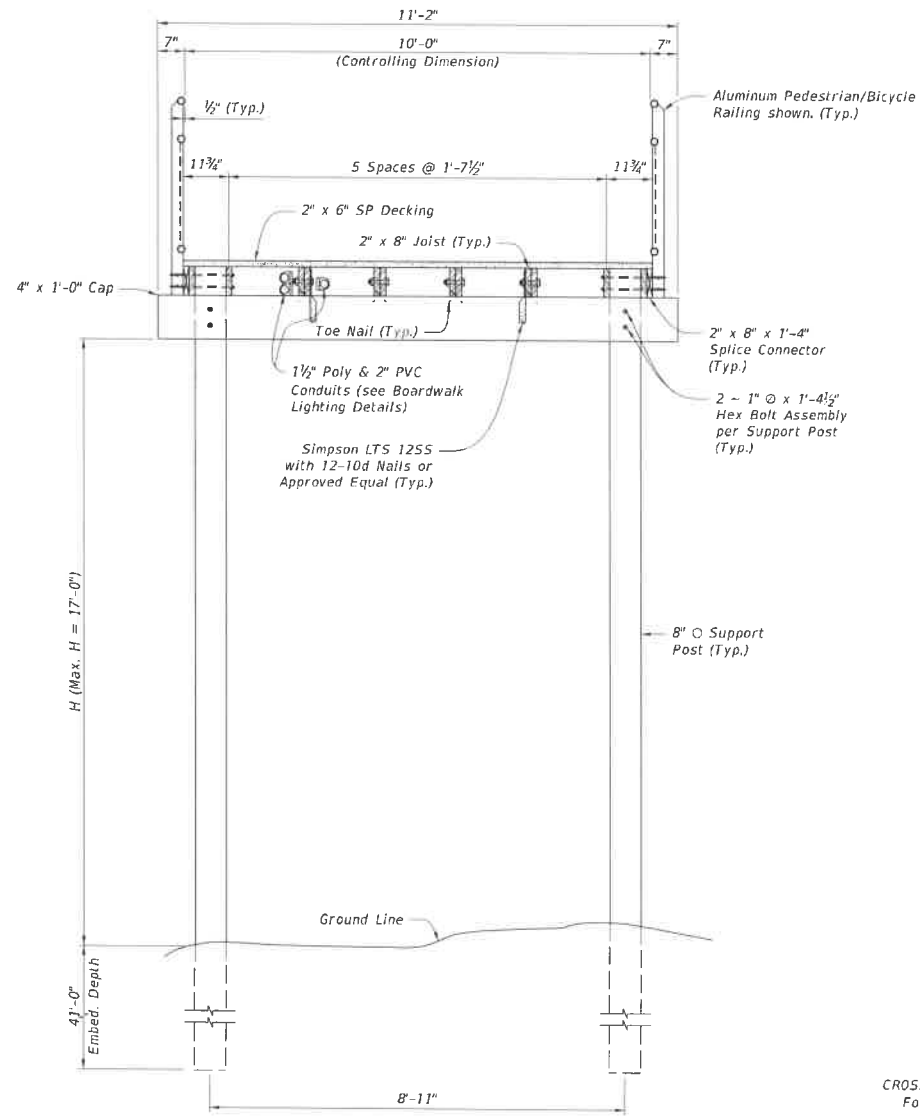
TOP RAIL & POST CONNECTION



INTERMEDIATE RAIL & POST CONNECTION  
(Intermediate Rail shown, Bottom Rail similar)

\*1/4" Seal Weld Cap to top of post, all sides

REVISIONS				AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 435-2600 Fax: (813) 435-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50601	DRAWN BY: JV/RR/CB	CITY OF PORT ST. LUCIE		SHEET TITLE: ALUMINUM PEDESTRIAN/BICYCLE PICKET RAILING	REF. DRAW. NO.		
DATE	BY	DESCRIPTION	DATE		REV.	DESCRIPTION	REVISION	COUNTY	ACE PROJECT NUMBER	PROJECT NAME:	SHEET NO.
							N/A	ST LUCIE	5169787	RIVERWALK AND WESTMORELAND PARK	5-2



CROSS REFERENCE:  
For Aluminum Pedestrian/Bicycle Picket Railing, see sheet S-2.

TYPICAL SECTION THROUGH BOARDWALK

REVISIONS						AMERICAN CONSULTING ENGINEERS OF FLORIDA, LLC 2818 Cypress Ridge Blvd, Suite 200 Wesley Chapel, Florida 33544 Phone: (813) 435-2600 Fax: (813) 435-2601 Certificate of Authorization No. 9302 Richard A. Hunter, P.E. No. 50801	CITY OF PORT ST LUCIE			SHEET TITLE:	REF. DWG. NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		NO. NO.	COUNTY	ACE PROJECT NUMBER	PROJECT NAME:	SHEET NO.
						N/A	ST LUCIE	5169787	RIVERWALK AND WESTMORELAND PARK	S-4	

USER: spehnan

4/20/2020

8:33:00 AM

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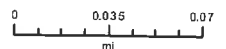


Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors; and the GIS User



## Project Location

Boardwalk under Port St. Lucie Blvd Bridge



1 inch = 376 feet

RESOLUTION 21-R59

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER, OR HIS DESIGNEE, TO ENTER INTO AND EXECUTE AN AIRSPACE AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE PURPOSE OF CONSTRUCTING A PEDESTRIAN RIVERWALK BOARDWALK BENEATH THE LIMITED ACCESS RIGHT-OF-WAY OF STATE ROAD 716 (PORT ST. LUCIE BLVD); PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

---

**WHEREAS**, the City of Port St. Lucie (“City”) has been actively constructing a pedestrian river-walk boardwalk along the North Fork of the St. Lucie River and intends to extend the pedestrian river-walk boardwalk from Bridge Plaza to Tom Hooper Park; and

**WHEREAS**, a portion of the proposed extension of the pedestrian river-walk boardwalk will need to be constructed beneath the right-of-way of State Road 716 (Port St. Lucie Blvd.) Bridge (bridge #940140 & #940145); and

**WHEREAS**, the United States Department of Transportation, Federal Highway Administration, requires any use of airspace above and/or below the highway’s established gradeline, lying within the approved right of way limits on a Federal Aid System, to be accomplished pursuant to an airspace agreement in accordance with 23 CFR, Part 710; and

**WHEREAS**, FDOT has acquired sufficient legal right, title, and interest in the right-of-way of State Road 716 (Port St. Lucie Blvd.), which right-of-way is part of a highway on a Federal Aid System; and

**WHEREAS**, FDOT has agreed to lease to the City the airspace below the gradeline of the right-of-way of State Road 716 (Port St. Lucie Blvd.), pursuant to the terms and conditions set forth in the Airspace Lease, which is attached hereto and incorporated herein as Exhibit “A”; and

**WHEREAS**, after considering the factors set forth above, the City Council hereby authorizes the City Manager, or his designee, to enter into and execute the Airspace Lease attached hereto as Exhibit “A”.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF PORT ST. LUCIE, FLORIDA:**

Section 1. Ratification of Recitals. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Resolution.

Section 2. Implementation. The City Manager, or his designee, is hereby authorized to enter into and execute the Airspace Agreement, in substantially the same form as attached hereto as Exhibit “A,” on behalf of the City of Port St. Lucie, Florida, in order to lease the airspace below



the gradeline of the right-of-way of State Road 716 (Port St. Lucie Blvd.) for the proposed extension of the pedestrian river-walk boardwalk.

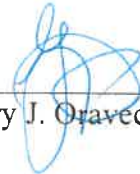
Section 3. Conflict. If any resolutions, or parts of resolutions, are in conflict herewith, this Resolution shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Resolution are intended to be severable. If any part of this Resolution is determined to be void or is declared illegal, invalid, or unconstitutional by a Court of competent jurisdiction, the remainder of this Resolution shall remain in full force and effect.

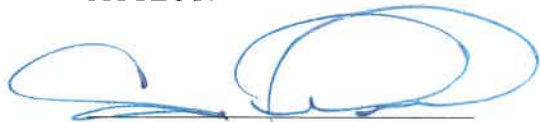
Section 5. Effective Date. This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by the City Council of the City of Port St. Lucie, Florida, this 10<sup>th</sup> day of May, 2021.

CITY COUNCIL  
CITY OF PORT ST. LUCIE



By:   
Gregory J. Oravec, Mayor

ATTEST:

  
Sally Walsh, City Clerk

APPROVED AS TO FORM:

  
James D. Stokes, City Attorney

STATE OF FLORIDA  
ST. LUCIE COUNTY  
CITY OF PORT ST. LUCIE  
THIS IS TO CERTIFY THAT THIS  
IS A TRUE AND CORRECT COPY  
OF THE RECORDS ON FILE IN  
THIS OFFICE  
  
CITY CLERK  
BY   
DEPUTY CLERK  
DATE 5/11/21  
CITY SEAL



# City Manager letter



*"A City for All Ages"*

**RUSS BLACKBURN**  
*City Manager*

# **CITY OF PORT ST. LUCIE**

*Office of the City Manager*

June 28, 2021

Gerry O'Reilly, Secretary  
District Four  
Florida Department of Transportation  
3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309

RE: City of Port St. Lucie Boardwalk under Port St. Lucie Blvd Bridge (SR 716)  
FDOT Parcel Number: Excess #6303

Dear Mr. O'Reilly:

Please accept this correspondence as the City of Port St. Lucie's commitment to execute the attached Use and Occupancy Agreement within six months. The execution of same will require City Council action and will be placed on an upcoming agenda.

Sincerely,

**Russ Blackburn**  
City Manager

Enclosure: Use and Occupancy Agreement