

STATE OF FLORIDA
DIVISION OF ADMINISTRATIVE HEARINGS

EDGAR A. BROWN, et al., and)
DEPARTMENT OF COMMUNITY)
AFFAIRS,)
)
 Petitioners)
)
vs.)
)
ST. LUCIE COUNTY,)
)
 Respondent,)
and)
)
QUAIL MEADOWS, LLC and)
INDRIO ROAD DEVELOPMENT,)
LLC,)
)
 Intervenors.)
)
_____)

Case Nos.: 06-2834GM
 06-2845 GM

STIPULATED SETTLEMENT AGREEMENT

THIS STIPULATED SETTLEMENT AGREEMENT is entered into by and between the Petitioners, DEPARTMENT OF COMMUNITY AFFAIRS, and EDGAR A. BROWN, et al.; Respondent, ST. LUCIE COUNTY; and Intervenors, QUAIL MEADOWS, LLC and INDRIO ROAD DEVELOPMENT, LLC, as a complete and final settlement of all claims raised in the above-styled proceeding.

RECITALS

WHEREAS, the State of Florida, Department of Community Affairs (“DCA” or “Department”), is the state land planning agency and has the authority to administer and enforce the Local Government Comprehensive Planning and Land Development Regulation Act, Chapter 163, Part II, Florida Statutes; and

WHEREAS, St. Lucie County (“Local Government”) is a local government with the duty to adopt comprehensive plan amendments that are “in compliance;” and

WHEREAS, the Local Government adopted Comprehensive Plan Amendment 06-1 (Plan Amendment) by Ordinance No. 06-19 on May 16, 2006; and

WHEREAS, the Plan Amendment adopted text amendments to the Future Land Use, Transportation, Recreation and Open Space, Intergovernmental Coordination, and Capital Improvement Elements of the Comprehensive Plan, adopted four future land-use map amendments, and created the Towns, Villages and Countryside Element; and

WHEREAS, the Department issued its Statement of Intent and Notice of Intent regarding the Plan Amendment on July 17, 2006; and

WHEREAS, as set forth in the Statement of Intent, the Department contends that the Amendment is not “in compliance because the new Towns, Villages and Countryside Element and the future land-use map amendments are not supported by a demonstration that potable water is available; the Capital Improvements Element does not include transportation facilities needed to support the Towns, Villages and Countryside Element

or the Quail Meadows Plan Amendment; and the Towns, Villages and Countryside Element does not contain sufficient detail regarding income qualification criteria and long-term maintenance of the workforce housing; and

WHEREAS, the Local Government disputes the allegations of the Statement of Intent regarding the Plan Amendment; and

WHEREAS, Petitioners EDGAR A. BROWN; BARBRA LEIN BROWN; JOSEPHINE BROWN, AS TRUSTEE; BROWN RANCH, INC.; FLORIDA RESOURCES, LLC; BERNARD A. EGAN GROVES, INC.; RICHARD CARNELL, AS TRUSTEE OF THE INDRIO LAND TRUST; SHAMROCK GROVES, LLP; HORIZON TREE FARM, L.C.; VERNON SMITH; and CHRIS SMITH, (the “Brown Petitioners”) have filed a Petition challenging the Plan Amendment, which petition was assigned DOAH Case Number 06-2834 GM; and

WHEREAS, Petitioner DEPARTMENT OF COMMUNITY AFFAIRS (“Department”) has filed a Petition challenging the Plan Amendment, which petition was assigned DOAH Case Number 06-2845 GM; and

WHEREAS, Case Nos. 06-2834 GM and 06-2845 GM have been consolidated for all purposes (the “Pending Proceeding”); and

WHEREAS, QUAIL MEADOWS, LLC and INDRIO ROAD DEVELOPMENT, LLC (collectively, “Intervenors”), have intervened in the Pending Proceeding and also

dispute the allegations contained in the Statement of Intent and dispute the Department's finding of not "in compliance"; and

WHEREAS, the parties have met and discussed settlement extensively and on numerous occasions, and the Local Government has furnished additional data and analysis in support of the Plan Amendment to the Department and to the other parties; and

WHEREAS, the parties wish to avoid the expense, delay, and uncertainty of lengthy litigation and to resolve the Pending Proceeding under the terms set forth in this Agreement, and agree it is in their respective mutual best interests to do so;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Agreement, and in consideration of the benefits to accrue to each of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby represent and agree as follows:

GENERAL PROVISIONS

1. Definitions. As used in this agreement, capitalized terms defined in the Recitals above shall have the meanings as stated therein, and the following words and phrases shall have the following meanings:

- a. Act: The Local Government Comprehensive Planning and Land Development Regulation Act, as codified in Part II, Chapter 163, Florida Statutes.
- b. Agreement: This stipulated settlement agreement.

c. Comprehensive Plan Amendment or Plan Amendment:

Comprehensive plan amendment 06-1 adopted by the Local Government on May 16, 2006, as Ordinance No. 06-19.

d. DOAH: The Florida Division of Administrative Hearings.

e. In compliance or into compliance: The meaning set forth in Section 163.3184(1)(b), Florida Statutes.

f. Notice: The notice of intent issued by the Department to find the plan amendment not in compliance.

g. Petition: The petitions for administrative hearing and relief filed by the Department and the Brown Petitioners in the Pending Proceeding.

h. Remedial Action: A remedial plan amendment, submission of support document or other action described in this agreement as an action which must be completed to bring resolution to the issues in the pending action and bring the plan amendment into compliance.

i. Remedial Plan Amendment: An amendment to the plan or support document, the need for which is identified in this agreement, including its exhibits, and which the local government must adopt to complete all remedial actions. Remedial plan amendments adopted pursuant to this Agreement must, in the opinion of the Department, be consistent with and substantially similar in concept and content to the ones identified in this Agreement or be otherwise acceptable to the Department.

j. Support Document: The studies, inventory maps, surveys, data, inventories, listings or analyses used to develop and support the Plan Amendment or Remedial Plan Amendment.

2. Department Powers. The Department is the state land planning agency and has the power and duty to administer and enforce the Act and to determine whether the Plan Amendment is in compliance.

3. Negotiation of Agreement. The Department issued its Notice of Intent to find the Plan Amendment not in compliance. Petitioners filed a petition challenging the consistency of the Plan Amendment, consolidated in the Pending Proceeding. Subsequently, the parties conferred and agreed to resolve the issues in the Pending Proceeding through this Agreement. It is the intent of the parties that this Agreement shall resolve fully and finally all issues between the parties that were, or could have been, raised in the Pending Proceeding.

4. Dismissal. If the Local Government completes the Remedial Actions required by this Agreement, the Department will issue a cumulative Notice of Intent addressing the Remedial Plan Amendment and the initial Plan Amendment. The Department will file the cumulative Notice of Intent with DOAH. The parties will also file a request to relinquish jurisdiction to the Department for dismissal of this proceeding or for realignment of the parties, as appropriate under Section 163.3184(16)(f), Florida Statutes.

5. Description of Provisions alleged to be not in Compliance and Remedial Actions; Legal Effect of Agreement. Exhibit A to this Agreement is a copy of the Statement of Intent, which identifies the provisions of the Plan Amendment alleged to be not in compliance. Exhibit B contains Remedial Actions needed for resolution of the issues in the Pending Proceeding and compliance. Exhibits A and B are incorporated into this Agreement by this reference. This Agreement constitutes a stipulation that if the Remedial Actions are accomplished, the Plan Amendment will be in compliance.

6. Remedial Actions to be Considered for Adoption. The Local Government agrees to consider for adoption by formal action of its governing body all Remedial Actions described in Exhibit B no later than the time period provided for in this Agreement.

7. Adoption or Approval of Remedial Plan Amendments. Within 60 days after execution of this Agreement by the parties, the Local Government shall consider for adoption all Remedial Actions or Plan Amendments and amendments to the Support Documents. This may be done at a single adoption hearing. Within 10 working days after adoption of the Remedial Plan Amendment, the Local Government shall transmit 5 copies of the amendment to the Department as provided in Rule 9J-11.011(5), Florida Administrative Code. The Local Government also shall submit one copy to the regional planning agency and to any other unit of local or state government that has filed a written request with the governing body for a copy of the Remedial Plan Amendment and a copy

to the Brown Petitioners, to the Intervenors, and to any other party subsequently granted intervenor status in this proceeding. The Remedial Plan Amendment shall be transmitted to the Department along with a letter which describes the remedial action adopted for each part of the plan amended, including references to specific portions and pages.

8. Acknowledgment. All parties to this Agreement acknowledge that the “based upon” provisions in Section 163.3184(8), Florida Statutes, do not apply to the Remedial Plan Amendment.

9. Review of Remedial Plan Amendments and Notice of Intent. Within 30 days after receipt of the adopted Remedial Plan Amendments and Support Documents, the Department shall issue a cumulative Notice of Intent pursuant to Section 163.3184, Florida Statutes, for the adopted amendments in accordance with this Agreement.

a. In Compliance: If the adopted Remedial Actions satisfy this Agreement, the Department shall issue a cumulative Notice of Intent addressing both the Plan Amendment and the Remedial Plan Amendment as being in compliance. The Department shall file this notice with DOAH and shall move to realign the parties or to have this proceeding dismissed, as may be appropriate.

b. Not in Compliance: If the Remedial Actions do not satisfy this Agreement, Petitioners and Intervenors reserve the right to proceed to hearing in this matter.

10. Effect of Amendment. Adoption of any Remedial Plan Amendment shall not be counted toward the frequency restrictions imposed upon plan amendments pursuant to Section 163.3187(1), Florida Statutes.

11. Purpose of this Agreement; Not Establishing Precedent. The Parties enter into this Agreement in a spirit of cooperation for the purpose of avoiding costly, lengthy and unnecessary litigation and in recognition of the desire for the speedy and reasonable resolution of disputes arising out of or related to the Plan Amendment. The acceptance of proposals for purposes of this Agreement is part of a negotiated agreement affecting many factual and legal issues and is not an endorsement of, and does not establish precedent for, the use of these proposals in any other circumstances or by any other local government.

12. Approval by Governing Body. This Agreement has been approved by the Local Government's governing body at a public hearing advertised at least 10 days prior to the hearing in a newspaper of general circulation in the manner prescribed for advertisements in Section 163.3184(15)(c), Florida Statutes. This Agreement has been executed by the appropriate officer as provided in the Local Government's charter or other regulations.

13. Changes in Law. Nothing in this Agreement shall be construed to relieve either party from adhering to the law, and in the event of a change in any statute or

administrative regulation inconsistent with this agreement, the statute or regulation shall take precedence and shall be deemed incorporated in this Agreement by reference.

14. Other Persons Unaffected. Nothing in this Agreement shall be deemed to affect the rights of any person not a party to this Agreement. This Agreement is not intended to benefit any third party.

15. Attorney Fees and Costs. Each party shall bear its own costs, including attorney fees, incurred in connection with the above-captioned case and this Agreement.

16. Effective Date. This Agreement shall become effective immediately upon execution by the Brown Petitioners, the Department and the Local Government.

17. Filing and Continuance. This Agreement shall be filed with DOAH by the Department after execution by the parties. Upon the filing of this Agreement, the administrative proceeding in this matter shall be stayed by the Administrative Law Judge in accordance with Section 163.3184(16)(b), Florida Statutes.

18. Retention of Right to Final Hearing. The parties hereby retain the right to have a final hearing in this proceeding in the event of a breach of this Agreement, and nothing in this Agreement shall be deemed a waiver of such right. Any party to this Agreement may move to have this matter set for hearing if it becomes apparent that any other party whose action is required by this Agreement is not proceeding in good faith to take that action.

19. Construction of Agreement. All parties to this Agreement are deemed to have participated in its drafting. In the event of any ambiguity in the terms of this Agreement, the parties agree that such ambiguity shall be construed without regard to which of the parties drafted the provision in question.

20. Entire Agreement. This is the entire agreement between the parties and no verbal or written assurance or promise is effective or binding unless included in this document.

21. Governmental Discretion Unaffected. This Agreement is not intended to bind the Local Government in the exercise of governmental discretion which is exercisable in accordance with law only upon the giving of appropriate public notice and required public hearings.

22. Multiple Originals. This Agreement may be executed in any number of originals, all of which evidence one agreement, and only one of which need be produced for any purpose.

23. Captions. The captions inserted in this Agreement are for the purpose of convenience only and shall not be utilized to construe or interpret any provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized.

_____ Date: _____
EDGAR A. BROWN

BARBARA LEIN BROWN

Date: _____

JOSEPHINE BROWN, as Trustee

Date: _____

BROWN RANCH, INC.

BY: _____
[Name]
[Title]

Date: _____

FLORIDA RESOURCES, LLC

BY: _____
[Name]
[Title]

Date: _____

BERNARD A. EGAN GROVES, INC.

BY: _____
[Name]
[Title]

Date: _____

RICHARD CARNELL, as Trustee of
The Indrio Land Trust

Date: _____

SHAMROCK GROVES, LLP

BY: _____ Date: _____
[Name]
[Title]

HORIZON TREE FARM, L.C.

BY: _____ Date: _____
[Name]
[Title]

VERNON SMITH Date: _____

CHRIS SMITH Date: _____

DEPARTMENT OF COMMUNITY AFFAIRS

By: _____ Date: _____
Charles Gauthier, AICP, Director
Division of Community Planning

Approved as to Form and Legality:

_____ Date: _____
Richard E. Shine
Assistant General Counsel

ST. LUCIE COUNTY

BY: _____ Date: _____
[Name]
[Title]

Approved as to Form and Legality:

_____ Date: _____
Daniel S. McIntyre
County Attorney

QUAIL MEADOWS LLC

BY: _____ Date: _____
[Name]
[Title]

INDRIO ROAD DEVELOPMENT, LLC

BY: _____ Date: _____
[Name]
[Title]

EXHIBIT B
SCHEDULE OF REMEDIAL ACTIONS

St. Lucie County will undertake the following remedial actions:

POTABLE WATER AND SANITARY SEWER

1. 1. St. Lucie County has previously submitted additional Support Documents, including data and analysis, to demonstrate that potable water and sanitary sewer facilities will be available to meet the demands of existing and proposed development. The Department acknowledges the receipt and sufficiency of such data and analysis in support of the Remedial Amendments as shown in Attachment I. The Documents included the following:
 - a. Ft. Pierce Utility Authority's (FPUA) schedule of permitted, utilized and excess capacity, the capital improvements schedule and a copy of the executed interlocal agreement between St. Lucie County and FPUA, contained in the report titled *Response to Florida Department of Community Affairs 06-1 Comprehensive Plan Amendments for the St. Lucie County Towns, Villages & Countryside (TVC) Element, July 2006* (the "Response"). The information in the report was prepared by St. Lucie County Utilities, Ft. Pierce Utility Authority, LBFH, Inc., St. Lucie County Public Works, St. Lucie County Growth Management and the Treasure Coast Regional Planning Council.
 - b. FPUA's adopted Master Plan, submitted to South Florida Water Management (SFWMD) on January 22, 2007;
 - c. Surface Water Management Report & Supplementary Documents prepared by LBFH, Inc., submitted to South Florida Water Management (SFWMD) on January 22, 2007;
 - d. Documentation from St. Lucie County's current SFWMD application, submitted to SFWMD on January 22, 2007;
 - e. Documentation from FPUA's current SFWMD application and updated population and demand projections submitted to SFWMD on January 22, 2007;
 - f. Documentation of public meetings regarding the formation of a Special District or municipal service taxing unit or benefit unit (MSTU/MSBU) and financing options for the TVC area, submitted to SFWMD on January 22, 2007 and the Department on February 6, 2006;
 - g. Documentation via email regarding the amount of State Revolving Funds (SRF) used for FPUA capital improvements within the first 3 years.

2. St. Lucie County will adopt Remedial Amendments shown in Attachment I, Remedial Plan Amendments, under the headings, "Proposed Water & Wastewater Amendments to TVC Element," and "Proposed Water & Wastewater Amendments to Capital Improvements Element."

TRANSPORTATION FACILITIES IMPROVEMENTS

2. 3. St. Lucie County has previously submitted additional Support Documents, including data and analysis, to demonstrate the impacts of anticipated development within the TVC land-use classification upon transportation facilities. The Department acknowledges the receipt and sufficiency of such data and analysis in support of the Remedial Amendments as shown in Attachment I. The Documents included the following:
 - a. Copies of the Florida Department of Transportation adopted work plan for I-95 in District 4 dated January 21, 2007, submitted to the Department on February 6, 2007;
 - b. Two memoranda including additional transportation modeling by GMB Engineers, Inc., dated February 1, 2007, submitted to the Department on February 6, 2007;
 - c. Memorandum regarding financial feasibility by Treasure Coast Regional Planning Council, dated February 6, 2007, submitted to the Department on February 6, 2007;
 - d. Memorandum regarding the Jobs to Housing Balance by TCRPC, dated February 21, 2007, submitted to FDOT and Department on February 21, 2007;
 - e. Copies of the Florida Department of Transportation adopted work plan for I-95 in District 4 dated March 6, 2007, submitted to the Department on March 8, 2007;
 - f. A memorandum including additional transportation modeling by GMB Engineers, Inc., dated April 5, 2007.
4. St. Lucie County will adopt Remedial Amendments shown in Attachment I, Remedial Plan Amendments, under the headings, "Proposed Transportation Amendments to TVC Element," and "Proposed Transportation Amendments to Capital Improvements Element."

WORKFORCE HOUSING

5. St. Lucie County will adopt Remedial Amendments shown in Attachment I, Remedial Plan Amendments, under the heading, "Proposed Workforce Housing Changes to TVC Element."

QUAIL MEADOWS LAND-USE MAP AMENDMENT

6. The County has already adopted a revised Capital Improvements Element that adds certain improvements to the intersection of Kings Highway and Orange Avenue.

Attachment I

Proposed Remedial Amendments for 06-01 Docket No. 06-1-NOI-5601-(A)-(N)

April 6, 2007



TODAY: Agriculture Zoning with Underlying Future Land Use of 1 du/ac - 15 du/ac / 41 million sf Commercial



WITHOUT TVC: Anticipated Development Pattern under Current Comprehensive Plan



WITH TVC: Anticipated Development Pattern under Proposed Towns, Villages & Countryside Amendment

Proposed Changes to TVC Element

[Proposed changes are indicated by ~~strikethrough~~ for deleted text and underline for added text.]

Fiscal Neutrality: A result wherein the net effect of tax revenue, impact fees and other financial contributions received from new development added to the public spending for infrastructure for the development is neutral so as not to negatively affect the ~~current~~ fiscal budget.

* * * * *

Policy 3.1.2.4: Expedited review process. The County shall establish an expedited process for rezoning and development review within six months of the adoption of the TVC Element. Since the TVC Element provides incentives for large-scale settlement plans, and does not provide incentives for piecemeal development, the expectation is for an assemblage of coordinated development plans that may result in numerous projects meeting the threshold for Development of Regional Impact (DRI) review process. The County will work with the Treasure Coast Regional Planning Council to reduce Council's ~~Development of Regional Impact (DRI)~~ review process to ninety days for projects that propose to build in accordance with an approved Special Area Plan and the TVC Goals, Objectives and Policies. A development proposal that meets the threshold for DRI review, but does not propose to build in accordance with an approved Special Area Plan or in accordance with the TVC Goals, Objectives and Policies, is not eligible for the TVC expedited review process.

* * * * *

Proposed Water & Wastewater Amendments to TVC Element

[Proposed changes are indicated by ~~strikethrough~~ for deleted text and underline for added text.]

Policy 3.1.4.11: Provider of Potable Water and Sanitary Sewer. The County as retail provider has a Bulk Utility Agreement with the Ft. Pierce Utility Authority (FPUA) to provide bulk utility service within the North St. Lucie County Special Area Plan. Thereafter, the County and FPUA shall jointly plan water supply and wastewater facilities to serve the area needs. The water supply source to meet the additional demands of new development shall be the Floridan Aquifer or a permitted alternative water supply source. Within twelve months of adoption of the TVC, the County shall establish an agreement with a competent entity as the provider of Potable Water and Sanitary Sewer. In the event that over time, the provider is unable to satisfy the demand of the area, the County shall explore the surficial and intermediate aquifers as sources of potable water.

Policy 3.1.4.12: Construction of Infrastructure. The Ft. Pierce Utility Authority (FPUA) and St. Lucie County or its designee shall plan, design, permit and construct a water, wastewater and reclaimed water utility infrastructure (including water supply, treatment, storage, distribution, collection, and disposal capacity) to support the potable water, sanitary sewer and irrigation needs of the NSLC SAP at full build out and in accordance with the level of service established by the County's comprehensive plan, as amended from time to time. This infrastructure shall be built to FPUA and County standards, and as-built drawings shall be provided to FPUA and the County. The FPUA and the County may conduct periodic inspections (the nature and frequency of which are to be determined by FPUA and the County) both during and after construction to ensure that the infrastructure is being properly constructed, operated and maintained. It is recognized by the parties that said infrastructure may be constructed in phases commensurate with the creation of demand by development.

Policy 3.1.4.13: Levels of Service Standards. In accordance with Section 163.3180 F.S., sanitary sewer, solid waste, drainage, potable water, parks and recreation, schools and transportation facilities shall be provided to meet level of service standards for concurrency purposes.

Policy 3.1.4.14: Availability of Facilities. In accordance with Section 163.3180(2) F.S., sanitary sewer, solid waste, drainage, adequate water supplies, and potable water facilities shall be in place and available to serve new development no later than the issuance of a certificate of occupancy or its functional equivalent. Prior to approval of a building permit or its functional equivalent, St. Lucie County shall consult with the applicable water supplier to determine whether adequate water supplies to serve the new development will be available no later than the anticipated date of issuance by the County of a certificate of occupancy or its functional equivalent.

Policy 3.1.4.15: Funding Public Facility Improvements. The North St. Lucie County (NSLC) Special Area Plan (SAP) does not authorize approval of specific development plans or proposals. Development plans or proposals may be approved within the NSLC SAP area if the necessary public facility improvements are added to the County's Five-Year Capital Improvements Schedule (or, in the case of transportation improvements subject to Section 163.3180(16)(b) or (f), Florida Statutes, the Ten-Year Capital Improvements Schedule if applicable) supported by an executed Developer Agreement, Interlocal Agreement or other financing source including one or more of the financing tools and strategies outlined in Policy 3.1.9.16 guaranteeing adequate funding for the improvements. The amended Capital Improvement Schedule shall specify the responsible party, whether County, developer or otherwise, for funding the necessary public facilities and is subject to

adjustment through the County’s final site plan approval process and state and federal permitting processes, to the extent such adjustment meets the Objectives and Policies of the TVC.

* * * * *

Proposed Water & Wastewater Amendments to Capital Improvements Element

[Proposed changes are indicated by ~~strikethrough~~ for deleted text and underline for added text.]

Policy 11.1.1.31: Availability of Water Supply. The availability of water supply for the TVC has been demonstrated through the Ft. Pierce Utility Authority Water and Wastewater Master Plan and the St. Lucie County Water and Wastewater Master Plan provided as data and analysis in support of the North St. Lucie County (NSLC) Special Area Plan (SAP) subject to the SFWMD consumptive use process. Table 11-14 identifies the projected long-range water system and water treatment facilities capacity. Table 11-14 shall be updated annually to reflect any scheduling, cost or funding changes associated with development approvals. As the NSLC SAP is wholly located within the boundaries of the SFWMD, any development will obtain all required consumptive water use permits from the SFWMD prior to any withdrawals for development purposes.

Table 11-14
St. Lucie County & Ft. Pierce Utility Authority
Long-Range Water System Capacity & Water Treatment Facilities Capacity
Capital Improvement Projects

SLC & FPUA Water System Capacity Capital Improvement Projects					
Date	Water System Project	Capacity Increase	Additional ERUs	Cost	Funding
07 - 2006	Current excess capacity	2.16 mgd	5,333	N/A	N/A
09 – 2006 [completed]	Permit #0081062-176-WC Phase II	3.0 mgd	7,407	\$ 10,650,000	SRF/CIC
09 – 2007 [completed]	Permit #0081062-176-WC Phase III	4.0 mgd	9,876	\$ 14,200,000	SRF/CIC
2014 - 2025	RO Plant Expansion Phase IV	7.0 mgd	17,284	\$ 24,850,000	FPUA*
2013 –2022	Holiday Pines WTF expansion	1.2 mgd	2,963	\$ 7,500,000	Loan/SRF/DA
2017 - 2025	North County Water Treatment Facility	5.0 mgd	<u>12,346</u>	<u>\$ 24,000,000</u>	<u>Loan/SFR/DA</u>
Total Increased Water System Capacity		22.36 mgd	55,209*	* Exceeds projected growth in the TVC for the NSLC SAP	

SLC & FPUA Wastewater Plant Capacity Capital Improvement Projects					
Date	Water Reclamation Facility	Capacity Increase	Additional ERUs	Cost	Funding
07-2006	Current excess capacity	2.51 mgd	10,458	N/A	N/A
05-2010	Mainland 5MGD WRF on-line	3.70 mgd	15,417	\$ 47,800,000	SRF/CIC
2017-2025	North County Regional WWTP	1.5 mgd	3,704	\$ 8,900,000	Loan/SRF/DA
Demand	Mainland WRF expansion	20.00 mgd	83,333	\$160,000,000	FPUA*

Driven	(max avail expand 30mgd)			
Total Increased Water Reclamation Capacity		27.71 mgd	112,913*	* Exceeds projected growth in the TVC for the NSLC SAP

* FPUA's Capital Budget is funded by Capital Improvement Charges (CIC), Contribution in Aid (CIA), State Revolving Fund Loans (SRF), Grants, Working Capital, and Developer Agreements (DA). Funding sources may be supplemented by the financing tools and strategies outlined in Policy 3.1.9.16.

Policy 11.1.1.32. Table 11-15 identifies proposed facility improvements scheduled by Ft. Pierce Public Utilities Authority (FPUA) and the County to meet the capacity demands for growth in the service area, including the North St. Lucie County Special Area Plan. The County will monitor and update this long-term capital improvements schedule annually based on development approvals, FPUA updates to its Water & Wastewater Master Plan and County updates to its Water and Wastewater Master Plan. Committed and Planned revenue sources for St. Lucie County Utilities are shown in Table 11-15A.

Table 11-15
St. Lucie County & Ft. Pierce Utility Authority
Long-Range Water Treatment Facilities & Water Reclamation Facilities
Capital Improvement Projects

WATER TREATMENT FACILITIES				
5-YR CIP				
St. Lucie County Utilities Water System				
5-Year Capital Improvement Projects				
CIP Schedule	Project Number	Project	Estimated Cost	Funding
2011	3634	Water Line Extensions to Central County	\$1,219,000	Developer Agreements
2010	3641	Water Interconnect – Kings Highway/Picos Rd	\$50,000	Connection Fees
2007	3600	HEW Water Plant Water Storage Tank Replacement	\$75,000	Connection Fees
2010	3638	North Hutchinson Island 1MG Tank	\$1,650,000	Connection Fees
2007	36002	Bryn Mawr High Service Pumps	\$325,000	Connection Fees
2011	1905	Water Mains	\$387,000	Developer Agreements
Total St. Lucie County Utilities Water System 5-Year CIP:			\$3,706,000	
FPUA Water System				
5-Year Capital Improvement Projects				
CIP Schedule	Project Number	Project	Estimated Cost	Funding

2011	5-1	Orange Avenue WM Improvements	\$794,000	Capital Budget
2011	5-2	Rock Road WM Improvements	\$668,000	Capital Budget
2011	5-3	Kings Highway WM Improvements	\$2,560,000	Capital Budget
2011	5-4	Taylor Dairy Rd. & St. Lucie Blvd. WM Improv.	\$1,270,000	Capital Budget
2011	5-5	Keen Rd. WM Improvements	\$655,000	Capital Budget
2011	5-6	Harmony Heights WM Improvements	\$1,500,000	Capital Budget
2011	5-7	Sunland Gardens WM Improvements	\$832,000	Capital Budget
2011	5-8	Jenkins Road and Peterson Road WM Improvements	\$1,820,000	Capital Budget
2011	5-9	Jenkins Road WM Improvements	\$139,000	CIC
2011	5-10	Wal-Mart Distribution Center	\$353,000	Capital Budget
2011	5-11	Selvitz Road WM Improvements	\$378,000	Capital Budget
2011	5-12	Edwards Road WM Improvements	\$504,000	CIC/Cap. Budget
2011	5-13	25 th Street WM Improvements	\$378,000	CIC/Wrk Capital
2011	5-14	Martin Luther King Jr. Blvd. and US-1 WM	\$1,890,000	Capital Budget
2011	5-15	Indian River Drive WM Improvements	\$479,000	Capital Budget
2011	5-18	Midway Rd. WM Improvements	\$895,000	CIC/Cap. Budget
2011	5-19	US-1, Saeger Ave. and Easy Street WM Improv.	\$1,200,000	Capital Budget
Total FPUA Water System 5-Year CIP:			\$16,315,000	

WATER TREATMENT FACILITIES 10-YR CIP				
St. Lucie County Utilities Water System 10-Year Capital Improvement Projects				
CIP Schedule	Project Number	Project	Estimated Cost	Funding
2017	HA.1-5	Holiday Pines Distribution System Improvements	\$123,000	County/DA*

2017	W6-5, 6,7	Expand Holiday Pines WTP to 1.5MG, Install 2 Floridian Wells and raw WM	\$7,500,000	County/DA*
2015	TA.1-2	Johnston Road Corridor WM Improvements	\$1,830,000	County/DA*
2015	TB.1	Dixie Highway 16" WM north from Indrio Rd. to Harbor Branch Institute	\$280,000	County/DA*
2014	TB.2	Dixie Highway 16" WM south from Indrio Rd. to the Town of St. Lucie Village	\$332,000	County/DA*
2013	TC.1	Turnpike Feeder Rd. WM Expansions	\$1,300,000	County/DA*
2013	TD.1	Kings Highway 16" WM Improvements	\$548,000	County/DA*
2013	TIC.1	Johnston Rd. Bulk Water Interconnect w/ FPUA	\$500,000	County/DA*
2017	TW.1	North County Regional Water Treatment Facility 4-6 mgd	\$24,000,000	County/DA*
Total St. Lucie County Utilities Water System 10-Year CIP:			\$36,413,000	
FPUA Water System 10-Year Capital Improvement Projects				
2017	10-20	Kings Highway and St. Lucie Boulevard Water Main (WM) Improvements	\$1,010,000	FPUA/ DA*
2017	10-21	Jenkins Road WM Improvements	\$995,000	FPUA/ DA*
2017	10-22	Angle Road and 37 th Street WM Improvements	\$995,000	FPUA/ DA*
2017	10-23	Pruitt Research Center Road WM Improvements	\$315,000	FPUA/DA*
2017	10-24	Graham Road WM Improvements	\$655,000	FPUA/DA*
2017	10-25	Whiteway Dairy Road WM Improvements	\$364,000	FPUA/DA*
2017	10-26	Kirby Loop Road WM Improvements	\$269,000	FPUA/DA*
2017	10-27	Jenkins Road WM Improvements	\$655,000	FPUA/DA*
2017	10-28	Christenson Road and Devine Road WM Improvements	\$655,000	FPUA/DA*
2017	10-29	Sunrise Blvd WM Improvements	\$403,000	FPUA/DA*
2017	10-30	Midway Road and Sunrise Blvd WM Improvements	\$554,000	FPUA/DA*
2017	10-31	Indian River Drive and Midway Road WM Improvements	\$1,700,000	FPUA/DA*
Total FPUA Water System 10-Year CIP:			\$8,570,000	

WATER TREATMENT FACILITIES 20-YR CIP				
St. Lucie County Utilities Water System 20-Year Capital Improvement Projects				

2027	FA.2	Indrio Road and Kings Highway 16" WM Improvements	\$950,000	County/DA*
2027	FC.1-9	Lakewood Park Area WM Improvements	\$2,700,000	County/DA*
2027	FIC.2	Bulk Water Interconnect with FPUA	\$560,000	County/DA*
2027	FB.1-4	North County Reclaimed Water System Improvements	\$3,550,000	County/DA*
Total St. Lucie County Utilities Water System 20-Year CIP:			\$7,760,000	
FPUA Water System 20-Year Capital Improvement Projects				
2027	20-32	Florida Turnpike WM Improvements	\$4,284,000	FPUA/DA*
2027	20-33	Immokalee Road WM Improvements	\$832,000	FPUA/DA*
2027	20-34	St. Lucie Blvd Parallel WM Addition	\$679,000	FPUA/DA*
2027	20-35	Picos Road WM Improvements	\$168,000	FPUA/DA*
2027	20-36	Jenkins Road Parallel Water Main Addition	\$3,679,200	FPUA/DA*
2027	20-37	Floyd Johnson Road WM Improvements	\$681,000	FPUA/DA*
Total FPUA Water System 20-Year CIP:			\$10,323,200	

WATER RECLAMATION FACILITIES 5-YR CIP				
St. Lucie County Utilities Wastewater System 5-Year Capital Improvements Projects				
CIP Project	Project Number	Project	Estimated Cost	Funding
2011	300	North County Force Mains	\$600,000	Developer Agreements
2011	3602-2	North County Lift Stations	\$260,000	Developer Agreements
2007	3642	US 1 Force Main	\$1,800,000	Connection Fees/Loan
2010	3636	North Hutchinson Island WWTP Expansion	\$5,100,000	C. F./SRF Loan
2010	3602-3	North Hutchinson Island Lift Stations	\$330,000	Developer Agreements
2010	3639	North Hutchinson Island Force Mains	\$1,400,000	C.F./Dev. Agreements
Total St. Lucie County Utilities Wastewater System 5-Year CIP:			\$9,490,000	
FPUA Wastewater System 5-Year Capital Improvements Projects				

CIP Project	Project Number	Project	Estimated Cost	Funding
2011	5-1	Orange Avenue FM Improvements	\$972,000	Capital Budget
2011	5-2	Rock Road FM Improvements	\$151,200	Capital Budget
2011	5-3	Jenkins Road FM Improvements (North)	\$226,800	SRF/CIC
2011	5-4	Moore's Creek FM Improvements	\$2,376,000	Capital Budget
2011	5-5	Jenkins Road FM Improvements	\$4,924,800	SRF/CIC
2011	5-6	Peterson Road FM Improvements	\$388,800	Capital Budget
2011	5-7	Glades Cut-off Road FM Improvements	\$172,800	Capital Budget
2011	5-8	Prosperity Drive FM Improvements	\$388,800	Capital Budget
2011	5-9	Selvitz Road and Edwards Road FM Improvements	\$1,749,600	SRF/Cap Budget
2011	5-10	25 th Street FM Improvements	\$145,800	CIC/Wrk. Capital
2011	5-11	Industrial Avenue 3 FM Improvements	\$151,200	Capital Budget
2011	5-12	St. Lucie Blvd. FM Improvements	\$21,600	Capital Budget
2011	5-13	US-1 FM Improvements	\$1,209,600	Capital Budget
2011	5-14	Seaway Drive FM Improvements	\$864,000	Capital Budget
2011	5-40	S Jenkins Avenue Master Repump Station	\$500,000	SRF/CIC
2011	5-41	Lift Station 41 Upgrade	\$50,000	Rates/Wrk Capital
2011	5-42	Lift Station E (Repump) Upgrade	\$50,000	Rates/Wrk Capital
2011	5-43	Lift Station 2 Upgrade	\$50,000	Rates/Wrk Capital
2011	5-44	Lift Station 1 Upgrade	\$50,000	Rates/Wrk Capital
2011	5-45	Lift Station 46 Upgrade	\$50,000	Rates/Wrk Capital
2011	5-46	Lift Station F (Repump) Upgrade	\$50,000	Rates/Wrk Capital
2011	5-47	Lift Station G (Repump) Upgrade	\$50,000	Rates/Wrk Capital
Total FPUA Wastewater System 5-Year CIP:			\$14,593,000	

WATER RECLAMATION FACILITIES 10-YR CIP				
St. Lucie County Utilities Wastewater System 10-Year Capital Improvements Projects				
2013	PS4-1	Construct Lakewood Park WWTP Pump Station	\$260,000	County/DA*
2013	TA.3	Indrio Road 16" FM west from Turnpike Feeder Rd. to Johnston Rd.	\$827,000	County/DA*
2017	TA.4	Indrio Road 16" FM west from Johnston Rd. to I-95 Interchange	\$213,000	County/DA*
2017	WW4-3	Construct North County Regional WWTP 1.5-3 mgd	\$8,900,000	County/DA*
2017	TD.1	Construct Trunk System (16" FM) from regional WWTP	\$443,000	County/DA*
2019	PS7-2	Construct Pump Station 7-2	\$260,000	County/DA*
2015	TH.1-2	Johnston Road Corridor FM Improvements	\$443,000	County/DA*
Total St. Lucie County Utilities Wastewater System 10-Year CIP:			\$1,134,600	
FPUA Wastewater System 10-Year Capital Improvements Projects				
2017	10-15	Rock Road Force Main (FM) Improvements	\$338,800	FPUA/DA*
2017	10-16	Graham Road FM Improvements	\$550,800	FPUA/DA*
2017	10-17	Jenkins and Keen Road FM Improvements	\$1,231,200	FPUA/DA*
2017	10-18	Future Development on Jenkins Road FM Improvements	\$194,400	FPUA/DA*
2017	10-19	Selvitz Road FM Improvements	\$151,200	FPUA/DA*
2017	10-21	Midway Road and Oleander Avenue FM Improvements	\$1,576,800	FPUA/DA*
2017	10-48	Lift Station "49" Upgrade	\$50,000	FPUA/DA*
Total FPUA Wastewater System 10-Year CIP:			\$4,093,200	

WATER RECLAMATION FACILITIES 20-YR CIP				
St. Lucie County Utilities Wastewater System 20-Year Capital Improvements Projects				
2027	FA.2	Indrio Road to US-1 16" FM.	\$532,000	County/DA*
2027	PS8-1	Construct Pump Station 8-1	\$290,000	County/DA*
2027	FF.1	Dixie Highway FM north from Indrio Road to Harbor Branch Institute	\$188,000	County/DA*
Total St. Lucie County Utilities Wastewater System 20-Year CIP:			\$1,010,000	

FPUA Wastewater System 20-Year Capital Improvements Projects				
2027	20-22	Florida Turnpike FM Improvements	\$712,800	FPUA/DA*
2027	20-23	Angle Road FM Improvements	\$216,000	FPUA/DA*
2027	20-24	Immokalee Road/St. Lucie Blvd FM Improvements	\$1,134,000	FPUA/DA*
2027	20-25	San Diego Avenue FM Improvements	\$259,200	FPUA/DA*
2027	20-26	North 35 th Street FM Improvements	\$86,400	FPUA/DA*
2027	20-27	Rock Road Parallel FM Addition	\$291,600	FPUA/DA*
2027	20-28	Orange Avenue Parallel 20" FM Addition	\$864,000	FPUA/DA*
2027	20-29	Jenkins Avenue Parallel 20" FM	\$864,000	FPUA/DA*
2027	20-30	Jenkins Road Parallel 24" FM Addition	\$3,412,800	FPUA/DA*
2027	20-31	Peters Road FM Improvements	\$184,000	FPUA/DA*
2027	20-32	US-1 Parallel 18" FM Addition	\$1,085,400	FPUA/DA*
2027	20-33	Edwards Road FM Improvements	\$403,000	FPUA/DA*
2027	20-34	Edwards Avenue Parallel 20" FM Addition	\$972,000	FPUA/DA*
2027	20-35	Selvitz Road Parallel 24" FM Addition	\$1,425,000	FPUA/DA*
2027	20-36	Prosperity Drive Parallel 30" FM Addition	\$702,000	FPUA/DA*
2027	20-37	Selvitz Road Parallel 8" FM Addition	\$79,200	FPUA/DA*
2027	20-38	Midway Road FM Improvements	\$1,004,400	FPUA/DA*
2027	20-39	Gator Trace Preserve FM Improvements	\$388,800	FPUA/DA*
2027	20-49	Lift Station "41" Upgrade	\$50,000	FPUA/DA*
2027	20-50	US-1 Master Repump Station Improvements	\$500,000	FPUA/DA*
2027	20-51	Lift Station "5" Upgrade	\$50,000	FPUA/DA*
2027	20-52	Lift Station "61" Upgrade	\$50,000	FPUA/DA*
2027	20-53	Lift Station "60" Upgrade	\$50,000	FPUA/DA*
2027	20-54	Lift Station "62" Upgrade	\$50,000	FPUA/DA*
2027	20-55	Lift Station "66" Upgrade	\$50,000	FPUA/DA*
Total FPUA Wastewater System 20-Year CIP:			\$14,884,600	

* FPUA's Capital Budget is funded by Capital Improvement Charges (CIC), Contribution in Aid (CIA), State Revolving Fund Loans (SRF), Grants, Working Capital, and Developer Agreements (DA). Funding sources may be supplemented by the financing tools and strategies outlined in Policy 3.1.9.16.

Table 11-15A
St. Lucie County Utilities
Fiscal Analysis of Estimated Water And Wastewater Capital Improvements

Funding Source	Committed Funding			Planned Funding	
	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11
Balance From Previous Year	\$2,839,812	\$1,940,812	\$5,365,812	\$4,422,812	\$4,045,812
Water Connection Fees	\$675,000	\$1,000,000	\$450,000	\$719,000	\$530,000
Wastewater Connection Fees	\$626,000	\$1,225,000	\$507,000	\$710,000	\$660,000
Developers' Agreements*	\$0	\$0	\$0	\$1,030,000	\$2,466,000
SRF Loan	\$0	\$1,900,000	\$4,200,000	\$0	\$0
Grants**	\$0	\$0	\$0	\$500,000	\$0
Total Funding	\$4,140,812	\$6,065,812	\$10,522,812	\$7,381,812	\$7,701,812
Capital Improvements Cost	\$2,200,000	\$700,000	\$6,100,000	\$3,336,000	\$860,000
Balance	\$1,940,812	\$5,365,812	\$4,422,812	\$4,045,812	\$6,841,812

* Developer's Agreements are anticipated but not necessary for construction of the planned improvements

** Alternative Water Supply Grant through SFWMD, not necessary for construction of planned improvements

Proposed Transportation Amendments to TVC Element

[Proposed changes are indicated by ~~strikethrough~~ for deleted text and underline for added text.]

Policy 3.1.9.16: Financing Tools and Strategies ~~Special Assessment District~~. Within 12 months from the effective date of this policy, the County shall create a special taxing district and/or a municipal services taxing or benefit unit (MSTU/MSBU) to fund capital improvement programs within the NSLC SAP to the extent necessary beyond developer contributions in the form of impact fees, proportionate fair share contributions, and other developer agreements. The potential for this assessment shall be fully disclosed. The geographic boundaries of such special district and/or MSTU/MSBU shall encompass not less than the entire area subject to the TVC land use designation as of the effective date of this policy; provided that such special district and/or MSTU/MSBU may establish sub-districts as authorized by law. Such special district and/or MSTU/MSBU shall not levy an assessment for the capital cost of a transportation improvement against any development that has paid its proportionate fair-share contribution toward the same improvement pursuant to Section 163.3180(12) or 163.3180(16), Florida Statutes; provided, however, that such development may be assessed for maintenance of such improvements or pursuant to the agreement of the owner(s) of such development. Development that contributes an amount in excess of the proportionate share or proportionate fair share amount toward transportation improvements not specifically identified for funding in the 5-Year Capital Improvements Schedule shall be reimbursed for such excess amount as provided in the County's land development code. For long-range transportation improvements and for acquiring links in the Flow Way System and Countryside components, the County shall use a variety of financing tools and strategies, as necessary and appropriate, to supplement such contributions from developers and the revenues produced by the special taxing district and/or MSTU/MSBU. The objective of the County is to achieve fiscal neutrality. Policy 3.1.9.18 and Table 11-12A identify funding for the five-year capital improvements schedule for transportation facilities within the NSLC SAP. The County may consider the establishment of special assessment districts within Special Area Plans in order to provide appropriate funding mechanisms for the regional transportation system, including links in the Flow Way System and Countryside component. The special assessment district would be required to be integrated and coordinated through the Capital Improvements Program and may build on existing systems and strengthen existing partnerships.

Policy 3.1.9.17: Transportation Concurrency. Transportation infrastructure shall be in place or committed through an appropriate capital improvements program and scheduled to be in place within three years from the approval of the building permit or its functional equivalent that results in traffic generation. The Capital Improvements Element shall specify the timeframe and responsible party, whether the County, developer, or otherwise, for funding of such transportation infrastructure. However, a project that meets the requirements of the TVC Element may, as required by Section 163.3180(16), Florida Statutes, for transportation facilities or facility segments specifically identified for funding in the 5-year schedule of capital improvements in the Capital Improvements Element, choose to satisfy transportation concurrency requirements by contributing or paying proportionate fair-share mitigation. For transportation facilities or facility segments not specifically identified for funding in the 5-year schedule of capital improvements, the County may at its discretion accept proportionate share or proportionate fair-share mitigation to satisfy transportation concurrency as authorized in Section 163.3180(12) and Section 163.3180(16), Florida Statutes. In all cases, mitigation for development impacts to facilities on the Strategic Intermodal System made pursuant to Section 163.3180(16) shall require the concurrence of the

Florida Department of Transportation. Any development or development phase that has satisfied transportation concurrency by paying or contributing a proportionate share or proportionate fair share pursuant to this policy, computed in accordance with Section 163.3180(12)(e), F.S., shall be deemed to have fully mitigated its impacts on transportation facilities. The County shall adopt an ordinance containing the methodology for assessing proportionate fair share mitigation options. At a minimum, such ordinance shall be consistent with the requirements of Sections 162.3180(12) and 163.3180(16), Florida Statutes.—An approved project that meets the requirements of the TVC Element may, at the discretion of the County Commissioners, satisfy transportation concurrency by paying to St. Lucie County a proportionate fair share contribution, provided sufficient funds are available to pay for one or more improvements that will benefit the North St. Lucie County Future Street Network. The proportionate fair share shall be calculated in accordance with the methodology adopted by St. Lucie County. By December 1, 2006, the County shall adopt an ordinance containing the methodology for assessing proportionate fair share mitigation options. At a minimum this methodology shall be consistent with requirements of section 163.3180(12) or (16).

Policy 3.1.9.18: Funding Transportation Facility Improvements. Table 11-12A is a fiscal analysis that shows the committed funding sources (first three years) and planned funding sources (years four and five) for the estimated cost of transportation capital improvements included in the five-year transportation improvements schedule for the NSLC SAP, pursuant to Policy 11.1.1.30. Projects scheduled in years one through three include only state-federal roadway improvements and are scheduled for funding by the Florida Department of Transportation. Table 11-12A shows the amount of developer contributions, in the form of impact fees and/or proportionate fair-share contributions projected to be available for transportation improvements based on general market demand analysis. Within 12 months from the effective date of this policy, the County shall create a dependent special taxing district and/or a municipal services taxing or benefit unit (MSTU/MSBU) within the NSLC SAP. The geographic boundaries of such special district and/or MSTU/MSBU shall encompass not less than the entire area subject to the TVC land use designation as of the effective date of this policy; provided that such special district and/or MSTU/MSBU may establish sub-districts as authorized by law. The ability of the special taxing district and the MSTU to levy taxes and /or special assessments will exceed the anticipated funding requirements, beyond developer contributions, for transportation improvements in years four and five of the five-year capital improvements schedule (Table 11-12A). The potential for assessment shall be fully disclosed. The Board of County Commissioners has full authority to establish independent community development districts pursuant to Chapter 190, Florida Statutes, as well dependent special districts and/or municipal taxing or benefit units (MSTU/MSBUs) without referendum or legislative approval, pursuant to Sections 125.01(1)(q) and 189.4041, Florida Statutes. Transportation improvements funded or constructed by such special district and/or MSTU/MSBU shall be consistent with the master transportation plan developed pursuant to Policy 3.1.9.23. Until such special district and/or MSTU/MSBU is formed, the County shall issue development orders to permit construction of not more than 1500 residential units and 80,000 square feet of commercial uses within the TVC area of the NSLC SAP, unless (1) a community development district or other special district, specific to a proposed development, is formed to fund and build the infrastructure necessary to maintain adopted level of service standards with the impacts of the proposed development, or (2) proportionate fair-share contributions are received by the County, or (3) funding is secured through enforceable developer agreements adequate to fund such necessary infrastructure are received by the County.

Policy 3.1.9.19: Transportation Planning Maps. The Metropolitan Planning Organization (MPO) long range transportation planning maps have been amended to reflect the transportation network identified on the North St. Lucie County Future Street Network Map (Figure 3-15). After adoption of Special Area Plans, St. Lucie County will support amendments to the MPO long range planning maps at the next opportunity to reflect future transportation networks.

Policy 3.1.9.20: Internal Capture Rate. Using mixed-use planning and compact urban form, including commercial, office, industrial and institutional uses, contemplated herein, the internal capture rate (ICR) for vehicular trips should be maximized. Analysis of transportation impacts will assume a 36.3% ICR, subject to adjustment upward or downward in the local development review process, and will therefore provide an evaluation of which off-site transportation improvements are required under this scenario.

Policy 3.1.9.21: Monitoring Transportation Impacts. Within two years of adoption of the TVC Element, the County working in conjunction with the Treasure Coast Regional Planning Council and Florida Department of Transportation, will establish a methodology and monitoring program to track and evaluate internal trip capture within the TVC area, capacity on the internal TVC network, and impacts to I-95 and Indrio Road (SR-614). This program is intended both to document transportation impacts as development in the TVC area proceeds and to help ensure timely scheduling, funding and provisions of transportation improvements.

Policy 3.1.9.22: Jobs to Housing Ratio. The number of jobs per household within the North St. Lucie County Special Area Plan shall exceed the regional average ratio. Within two years of adoption of the TVC Element, the County working in conjunction with Treasure Coast Regional Planning Council and Florida Department of Transportation, will establish a methodology and monitoring program to document, at set intervals, that development within the plan area is yielding this result.

Policy 3.1.9.23: Master Transportation Plan: Within two years from the effective date of this policy, the County will establish a master transportation plan to direct funding for and to prioritize building roadways identified in the Future Street Network (Figure 3-15) and other necessary transportation improvements for the TVC area. The plan shall be evaluated annually to ensure coordination with improvements planned within the County, within Indian River County, by the Metropolitan Planning Organization, by the Florida Department of Transportation and by the Turnpike Authority.

* * * * *

Proposed Transportation Amendments to Capital Improvements Element

[Proposed changes are indicated by ~~strikethrough~~ for deleted text and underline for added text.]

Policy 11.1.1.29 Table 11-11 identifies projected improvements necessary for long-term transportation needs at full build-out in the North St. Lucie County Special Area Plan. The North St. Lucie County (NSLC) Special Area Plan (SAP) does not authorize approval of specific development plans or proposals. Development plans or proposals may be approved within the NSLC SAP area if the transportation improvements necessary to comply with this plan are supported by an executed proportionate fair-share agreement, Developer Agreement, Interlocal Agreement or other financing source including one or more of the financing tools and strategies outlined in Policy 3.1.9.16 guaranteeing adequate funding for the improvements. The necessary improvement projects shall be added to the 5-Year Transportation Capital Improvements Schedule (Table 11-12) and/or the Long-Term Transportation Capital Improvements Program (Table 11-13) at the next regularly scheduled Comprehensive Plan amendment cycle or CIE update. The amended Capital Improvement Element shall specify the responsible party, whether County, developer or otherwise, for funding the necessary public facilities and is subject to adjustment through the County's final site plan approval process and state and federal permitting processes, to the extent such adjustment meets the Objectives and Policies of the TVC.

Table 11-11
Long-Term Transportation Improvements Schedule

North St. Lucie County Special Area Plan		
Roadway / Segment	Existing + Committed Network Number of Lanes	Year 2030* Minimum Number of Lanes
Interstate 95		
Indian River County Line to SR 614 (Indrio Road)	6	6
SR 614 (Indrio Road) to SR 68 (Orange Avenue)	6	6
CR 603 (Johnston Road)		
25 th St. SW to SR 614 (Indrio Road)	2	4
SR 614 (Indrio Road) to Immokolee Road	2	4
CR 607 (Emerson Avenue)		
25 th St. SW to SR 614 (Indrio Road)	2	2
SR 614 (Indrio Road) to W Angle Road	2	2
SR 713 (Turnpike Feeder Rd/Kings Hwy)		
US1 to SR 614 (Indrio Road)	2	4
SR 614 (Indrio Road) to CR 608 (St. Lucie Blvd.)	2	4
CR 608 (St. Lucie Blvd.) to W. Angle Road	2	4
SR 614 (Indrio Road)		
I-95 to CR 603 (Johnston Road)	2	4
CR 603 (Johnston Road) to CR 607 (Emerson Avenue)	2	4
CR 607 (Emerson Avenue) to SR 713 (N. Kings Hwy)	2	2
SR 713 (N. Kings Hwy) to US 1	2	2
Immokolee Road		
Emerson Avenue to SR 713 (N Kings Hwy)	2	4
SR 608 (St. Lucie Boulevard)		
SR 713 (N Kings Hwy) to CR 611 (Keen Rd)	2	4

* Based on maximum build-out identified in Table 3-1 of the TVC Element.

Policy 11.1.1.30 Tables 11-12 and 11-13 identify the presently-estimated cost, schedule and proposed funding sources for transportation improvements in the North St. Lucie County (NSLC) Special Area Plan (SAP), based on general market demand analysis, to maintain promulgated level of service standards. The NSLC SAP includes a large, mostly undeveloped geographic area and does not authorize approval of specific development plans or proposals. Presently, no developments of town or village scale are approved in the area. The County will amend these schedules and related fiscal assessment annually pursuant to law based on the pace and extent of actual approved development orders in the area as well as any changes to the estimated cost or funding sources. Committed and Planned revenue sources are shown in Table 11-12A.

Table 11-12
North St. Lucie County Special Area Plan
5-Year Transportation Capital Improvements Schedule*

Roadway	From	To	Improvement	Year	Cost	Phase	Funding Source
I-95	County Line	Indrio Rd	Widening	2010	\$32,578,570	Construction	Adopted FDOT Work Program
I-95	Indrio Rd.	Virginia Ave.	Widening	2010	\$114,566,771	Construction	Adopted FDOT Work Program
SR 614 Indrio Rd	King's Hwy.	King's Hwy.	Intersection Improvements	2011	\$715,000	Design	Special District/ Planned Funding*
SR 614 Indrio Rd	I-95	Emerson Ave.	2 to 4	2011	\$16,000,000	Construction	Special District/ Planned Funding*
Johnston Rd.	Indrio Rd.	Panther Ridge	Construct 2-lane road	2011	\$7,552,326	Construction	Special District/ Planned Funding*
King's Highway	Okeechobee	US1	2 to 4	2011	\$5,800,000	Design	Transportation Regional Incentive Program / County Incentive Grant
Emerson Ave. (new Transit line)	County Line	US1	Extend TCC Bus Service	2011	\$900,000	Fully Operational	Council on Aging Federal Grant
Total Transportation Improvements YRS 1-3 (Committed Funding)					\$147,145,341		
Total Transportation Improvements YRS 4-5 (Planned Funding)					\$30,967,326		
Total Improvements 5-Year CIS					\$178,112,667		

* Schedule based on residential absorption rates included in the data and analysis, subject to amendment based on actual rates and pursuant to law. Funding sources further detailed in Table 11-12A below.

Table 11-12A
Fiscal Analysis of Estimated Transportation Capital Improvements (excluding I-95)

Funding Source	Committed Funding			Planned Funding		
	FY 06-07	FY 07-08	FY 08-09	FY 09-10	FY 10-11	
Balance From Previous Year	\$0	\$0	\$1,453,809	\$2,907,618	\$4,361,427	
Impact Fees Credited for Roadways*	\$0	\$1,453,809	\$1,453,809	\$1,453,809	\$3,971,286	
General Fund Allocation	\$0	\$0	\$0	\$0	\$0	
Developers' Agreements	\$0	\$0	\$0	\$0	\$0	**
Special District/MSTU	\$0	\$0	\$0	\$0	\$15,934,613	**
Grants	\$0	\$0	\$0	\$0	\$6,700,000	***
FDOT Adopted Work Plan	\$0	\$1,453,809	\$2,907,618	\$4,361,427	\$147,145,341	
Total Funding	\$0	\$1,453,809	\$2,907,618	\$4,361,427	\$178,112,667	
Capital Improvements Cost	\$0	\$0	\$0	\$0	\$178,112,667	
Balance	\$0	\$1,453,809	\$2,907,618	\$4,361,427	\$0	

* Per unit impact fee for roadways/ Schedule 3 of Chapter 10 of submitted data and analysis

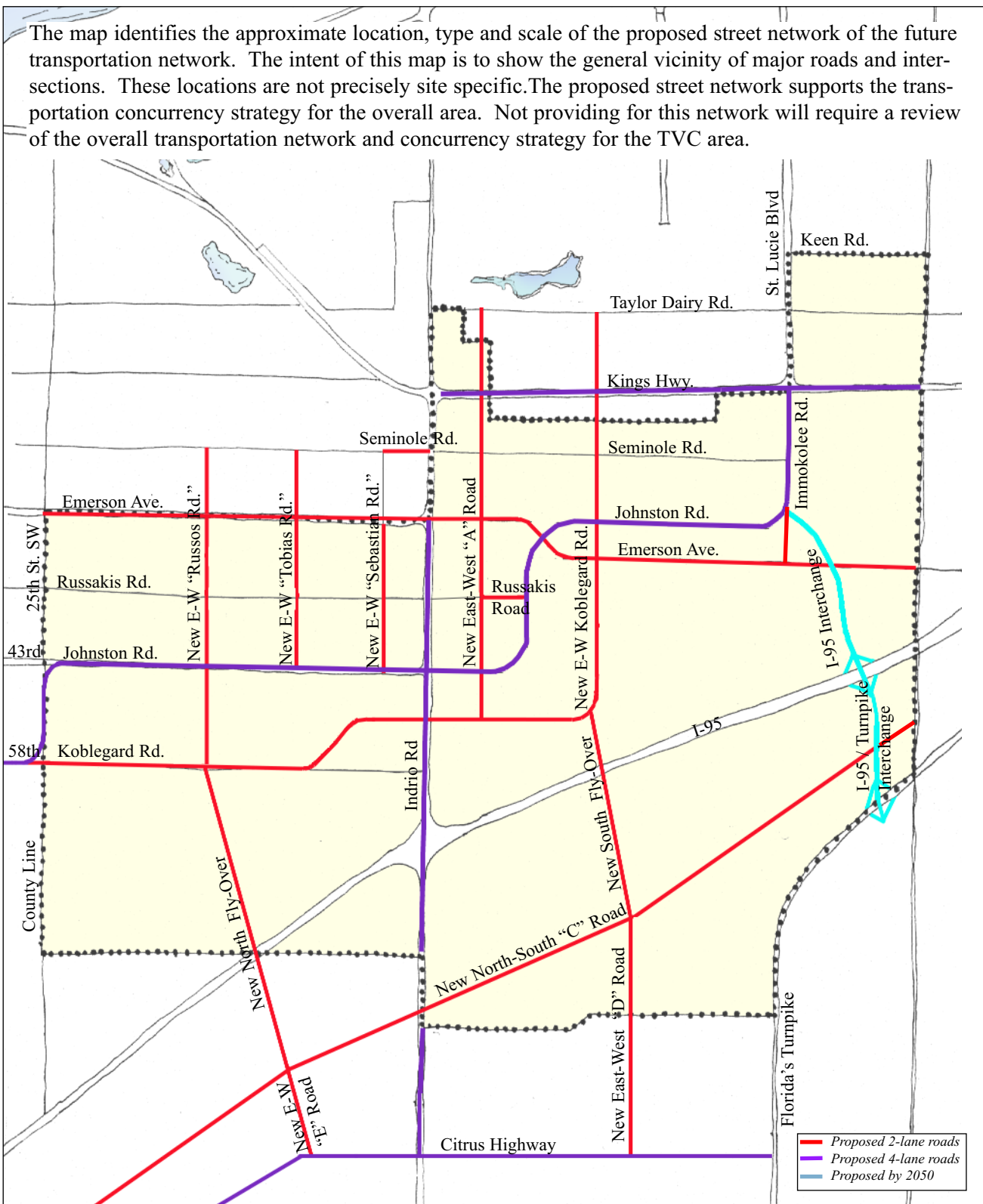
** Developments presently in the approval process but not yet finally approved, are anticipated to construct roadway improvements that will reduce the amount of funding needed from the Special District/MSTU. Special district funding to be used only to the extent that impact fees, proportionate fair-share contributions, and other developer contributions are inadequate to fund scheduled capital improvements.

*** Grants from TRIPS, Council on Aging

**Table 11-13
North St. Lucie County Special Area Plan
Long-Term Transportation Capital Improvements Program***

Roadway	From	To	Improvement	Year	Cost	Phase	Funding Source
Koblegard Rd.	County Line	Taylor Dairy Rd.	Construct 2-lane road	2015	\$7,240,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
King's Highway	Indrio Rd.	US-1	2 to 4	2015	\$23,000,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
King's Highway	Angle Rd.	Indrio Rd.	2 to 4	2015	\$27,000,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
I-95 North Flyover	Koblegard Rd.	New "C" Rd.	Construct 2-lane flyover	2015	\$13,770,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W Russo Road	Koblegard Rd.	Seminole Rd.	Construct 2-lane road	2015	\$2,000,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W Sebastian Rd.	Johnston Rd.	Emerson Ave.	Construct 2-lane road	2015	\$2,320,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W Tobias Rd.	Johnston Rd.	Seminole Rd.	Construct 2-lane road	2015	\$2,320,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
Johnston Rd./ Immokolee Rd.	County Line	Kings Highway	2 to 4	2015	\$10,070,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New Russakis Rd.	Indrio Rd.	Johnston Rd.	Construct 2-lane road	2015	\$370,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New Seminole Rd.	Indrio Rd.	New Sebastian Rd.	Construct 2-lane road	2015	\$370,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
SR 614 Indrio Rd.	I-95	Citrus Highway	Construct 4-lane road	2015	\$13,000,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New Transit Line (Indrio Rd.)	Emerson Ave.	I-95	Extend TCC Bus Service	2015	\$900,000	Fully Operational	Impact Fees / Dev. Agreements / Special District(s)
25th St. SW	Johnston Rd.	Koblegard Ave.	Construct 4-lane road	2020	\$1,230,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W Road (Immokolee Rd.)	Johnston Rd.	Emerson Ave.	Construct 2-lane road	2020	\$520,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
Emerson Ave.	Indrio Rd.	Angle Rd.	Construct 2-lane road	2020	\$1,800,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W "A" Road	Koblegard Rd.	Taylor Dairy Rd.	Construct 2-lane road	2020	\$3,450,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New N-S "C" Road	Indrio Rd.	County Line	Construct 2-lane road	2020	\$12,000,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New N-S "C" Road	Angle Rd.	Indrio	Construct 2-lane road	2030	\$20,375,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New Citrus Highway	Indrio Rd.	County Line	Construct 4-lane road	2030	\$6,970,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New Citrus Highway	Indrio Rd.	Godwin Rd.	Construct 4-lane road	2030	\$21,880,000	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W "E" Road	New "C" Rd.	Citrus Highway	Construct 2-lane flyover	2050	TBD	Construction	Impact Fees / Dev. Agreements / Special District(s)
New E-W "D" Road	New "C" Rd.	Citrus Highway	Construct 2-lane flyover	2050	TBD	Construction	Impact Fees / Dev. Agreements / Special District(s)
I-95 South Flyover	Koblegard Rd.	New "C" Rd.	Construct 2-lane flyover	2050	TBD	Construction	Impact Fees / Dev. Agreements / Special District(s)
I-95 / Turnpike Interchange	Immokolee Rd.	FL Turnpike	Construct interchange	2050	TBD	Construction	FDOT & Special District/ Dev. Agreements*

Figure 3-15
NORTH ST. LUCIE COUNTY FUTURE STREET NETWORK PLAN - 2030



* * * * *

Proposed Workforce Housing Changes to TVC Element

[Proposed changes are indicated by ~~strike through~~ for deleted text and underline for added text.]

Policy 3.1.4.8: Workforce Housing Qualification. Workforce housing shall be sold or rented only to qualified households as defined by St. Lucie County's Division of Community Services, Housing Department in accordance with the criteria utilized in the County's State Housing Initiative Partnership (SHIP) program or Community Development Block Grant (CDBG).

Policy 3.1.4.9: Workforce Housing Affordability. The affordability of workforce housing shall be maintained for a period of at least 25 years utilizing documents, such as deed restrictions, recorded in the public records of St. Lucie County describing the affordability requirements for each workforce unit.