"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, August 22, 2016 - 7:00 p.m.

City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Mayor and City Council

Gregory J. Oravec, Mayor

Linda Bartz, Vice Mayor	**District I**
Michelle Lee Berger, Councilwoman	**District II**
Shannon Martin, Councilwoman	**District III**
Ronald E. Bowen, Councilman	**District IV**

Administration

Jeff Bremer, City Manager

Azlina Goldstein-Siegel, Interim City Attorney

Karen A. Phillips, City Clerk

NOTICE OF COUNCIL MEETINGS AND AGENDAS

The second and fourth Monday of each month are the regular meeting dates for the City Council; special meetings may be called whenever necessary. Council Agendas are on the City's website and the bulletin board in the lobby of City Hall on the Thursday prior to each regular Council meeting. A public copy of the complete agenda is also available for review in the City Clerk's Office and at the City Hall lobby reception desk. Questions regarding the agenda should be directed to the City Clerk at (772) 871-5157.

Web Site: http://www.cityofpsl.com

Agenda
City Council Meeting
City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Monday, August 22, 2016 – 7:00 p.m.

Anyone wishing to speak during Public to be Heard is asked to fill out a Beige Participation Card and submit it to the City Clerk. Anyone wishing to speak on any Agenda Item or at a Public Hearing is asked to fill out a Green Participation Card and submit it to the City Clerk.

Participation Cards are available on the side table in Council Chambers, at the Reception Desk in City Hall lobby, and in the City Clerk's Office.

AS A COURTESY TO THE PEOPLE RECORDING THE MEETING, PLEASE TURN ALL CELL PHONES TO SILENT.

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

   A. **PROCLAMATION** – HUNGER ACTION MONTH

   B. **PROCLAMATION** – SUICIDE PREVENTION DAY

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES**

   B. **TASTE OF ITALY,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 10TH ANNUAL TASTE OF ITALY EVENT, SIGNS SCHEDULED TO BE PLACED JANUARY 13, 2017, THROUGH JANUARY 30, 2017, CITY MANAGER

   C. **THE PUERTO RICAN ASSOCIATION FOR HISPANIC AFFAIRS, INC.,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR 13TH SAN JUAN FESTIVAL, SIGNS SCHEDULED TO BE PLACED SEPTEMBER 9, 2016, THROUGH SEPTEMBER 25, 2016, CITY MANAGER

D. **APPOINTMENT OF PLANNING AND ZONING BOARD MEMBER,** RECOMMENDATION FOR APPOINTMENT OF GEORGE PAPPAS TO THE ALTERNATE POSITION, PLANNING AND ZONING DEPARTMENT

E. **SUNSHINE LAND DESIGN, INC.,** PARKING LOT REPAIRS AT SPORTSMAN'S & SWAN PARKS, #20160168, $41,000 PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 30 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

F. **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION,** AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20160177, PROCUREMENT MANAGEMENT DEPARTMENT

G. **PNC EQUIPMENT FINANCE, LLC,** THREE YEAR LEASE AGREEMENT FOR 80 EZ-GO GOLF CARTS, #20160148, $54,692 PER YEAR WITH AN ENDING BALLOON PAYMENT OF $136,000, CONTRACT PERIOD WILL BE 10/1/16 THROUGH 9/30/19, PROCUREMENT MANAGEMENT DEPARTMENT

H. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** LINE STOP & INFLUENT FLOW METER AT WESTPORT WWTF, **AM CONSTRUCTION GROUP, INC.,** #20160170, $59,900, CONTRACT PERIOD IS FOR 60 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

8. **SECOND READING, PUBLIC HEARING OF ORDINANCES**

A. **ORDINANCE 16-51,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR TOWN PLACE (P16-060) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF CG (GENERAL COMMERCIAL) AND RM (MEDIUM DENSITY RESIDENTIAL) FOR A PARCEL LEGALLY DESCRIBED AS A PORTION OF LOTS 15 AND 16, BLOCK 3 AND LOTS 9 AND 10, BLOCK 4 OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF ST. LUCIE GARDENS; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. **ORDINANCE 16-29,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A LARGE SCALE AMENDMENT CONSISTING OF TEXT AMENDMENTS TO THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS AND AMENDMENTS TO THE MAP SERIES AS REQUESTED BY GLENN RYALS OF RIVERLAND/KENNEDY, LLP (P16-055); PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **ORDINANCE 16-55,** AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA (CITY CODE) TO NOT ONLY EFFECTUATE A NAME CHANGE OF THE COMMUNITY SERVICES DEPARTMENT TO THE "NEIGHBORHOOD SERVICES DEPARTMENT" BUT TO ALSO IMPLEMENT CERTAIN CHANGES TO THE DUTIES AND RESPONSIBILITIES OF THE COMMUNITY SERVICES DEPARTMENT AS PRESENTLY SET FORTH IN ANY PROVISION OF THE CITY CODE; AMENDING THE TITLE OF ARTICLE XIV TO BE "NEIGHBORHOOD SERVICES DEPARTMENT;" AMENDING ARTICLE XIV, CHAPTER 32 OF THE CITY CODE, SPECIFICALLY SECTIONS 32.120 THROUGH 32.124, TO BE CONSISTENT WITH THE CODE AMENDMENTS SET FORTH IN THE ORDINANCE; AMENDING ARTICLE XIV, CHAPTER 32 OF THE CITY CODE TO ADD SPECIFIC PROVISIONS UNDER SECTIONS 32.125 THROUGH 32.129 WHICH WERE PREVIOUSLY RESERVED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

9. OTHER PUBLIC HEARINGS

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 16-56,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR FLORIDA RECREATION AND INVESTMENTS (P14-037) TO CHANGE THE FUTURE LAND USE DESIGNATION RL (LOW DENSITY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 34, BLOCK 2358, LOTS 1 THROUGH 3, AND 22 THROUGH 24, LOCATED ON THE NORTHWEST CORNER OF DARWIN BOULEVARD AND BECKER ROAD PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

B. **ORDINANCE 16-57,** AN ORDINANCE TO REZONE 1.57 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF DARWIN BOULEVARD AND BECKER ROAD FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS FLORIDA RECREATION AND INVESTMENTS P14-038; PROVIDING FOR AN EFFECTIVE DATE.

C. **ORDINANCE 16-58,** AN ORDINANCE REZONING PROPERTY LOCATED SOUTH OF THE DISCOVERY WAY RIGHT-OF-WAY AND WEST OF THE COMMUNITY BOULEVARD RIGHT-OF-WAY FROM ST. LUCIE COUNTY AG-5 (AGRICULTURAL – ONE DWELLING UNIT PER FIVE ACRES) TO AN MPUD (MASTER PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN (P15-149); PROVIDING AN EFFECTIVE DATE.

11. **RESOLUTIONS**

A. **RESOLUTION 16-R52**, A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, MAKING FINDINGS OF FACT AND DETERMINING CONCLUSIONS OF LAW PERTAINING TO THE RIVERLAND/KENNEDY APPLICATION FOR DEVELOPMENT APPROVAL, A DEVELOPMENT OF REGIONAL IMPACT, AND CONSTITUTING THIS RESOLUTION AS AN AMENDED AND RESTATED DEVELOPMENT ORDER BY THE CITY OF PORT ST. LUCIE IN COMPLIANCE WITH LAW; AND PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION

B. **RESOLUTION 16-R58, PUBLIC HEARING,** A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; APPROVING THE RATE OF ASSESSMENT FOR EACH AFFECTED PROPERTY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

C. **RESOLUTION 16-R59, PUBLIC HEARING,** A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE COLLECTION OF NUISANCE ABATEMENT SERVICES FOR UNIMPROVED REAL PROPERTY ASSESSMENTS; ADOPTING FINDINGS OF FACT; APPROVING THE RATE OF ASSESSMENT FOR EACH AFFECTED PROPERTY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

13. **NEW BUSINESS**

A. **GRAY-ROBINSON P.A.,** LOBBYING SERVICES, #20160140, $50,000PER YEAR, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, RATE TO REMAIN FIRM FOR 5 YEARS FROM DATE OF NOTICE TO PROCEED, PROCUREMENT MANAGEMENT DEPARTMENT

14. **DETERMINATION OF EXCUSED ABSENCES**

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

17. **PUBLIC TO BE HEARD** - (IF NECESSARY AS DETERMINED BY CITY COUNCIL AT CONCLUSION OF PUBLIC TO BE HEARD)

18. **ADJOURN**

NOTICE: No stenographic record by a certified court reporter will be made of the foregoing meeting. Accordingly, any person who may seek to appeal any decision involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence at said meeting upon which any appeal is to be based.

NOTICE: The public and press are invited to review the backup for Council meetings. Copies are available on the City's web site and in the City Clerk's Office and the Communication Department on Thursday, Friday, and Monday before Council meetings. On meeting nights, a copy of the backup material is available in the Reception Area of City Hall for public review.

August-September Meeting Calendar

DATE	MEETING	TIME	LOCATION
8-22-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
8-24-16	Special Police Officer's Retirement Trust Fund Board Meeting	9:00 a.m.	City Hall Complex Room 188 Building A
8-24-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
8-24-16	Site Plan Review Committee Meeting	1:30 p.m	City Hall Complex Training Room Building B
8-25-16	Office and Professional Employees International Union - Supervisors Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
8-25-16	Office and Professional Employees International Union - Professionals Meeting	1:00 p.m.	City Hall Complex Room 366 Building A
8-31-16	Federation of Public Employees (FOPE) Meeting	10:00 a.m.	City Hall Complex Room 366 Building A
9-1-16	Office and Professional Employees International Union - Supervisors Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
9-1-16	Office and Professional Employees International Union - Professionals Meeting	1:00 p.m.	City Hall Complex Room 366 Building A
9-6-16	Planning & Zoning Board Meeting	1:00 p.m.	City Hall Complex Council Chambers Building A
9-7-16	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 201 Building B
9-7-16	City University Session 1	5:30 p.m.	City Hall Complex Council Chambers Building A
9-8-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
9-8-16	Office and Professional Employees International Union - Supervisors Meeting	10:00 a.m.	City Hall Complex Room 366 Building A
9-8-16	Office and Professional Employees International Union - Professionals Meeting	1:30 p.m.	City Hall Complex Room 366 Building A
9-12-16	Special City Council Meeting Budget Hearing	7:00 p.m.	City Hall Complex Council Chambers Building A
9-12-16	Regular City Council Meeting	To Follow 7:00 p.m. Special Council Meeting	City Hall Complex Council Chambers Building A
9-14-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
9-14-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
9-19-16	City Council Workshop Meeting	Time TBD	Port St. Lucie Community Center 2195 SE Airoso Blvd. Rooms B, C & D

9-20-16	Police Officer's Retirement Trust Fund Board Meeting	1:00 p.m.	City Hall Complex Room 188 Building A
9-26-16	Community Redevelopment Agency (CRA) Meeting	6:30 p.m.	City Hall Complex Council Chambers Building A
9-26-16	Special City Council Meeting Budget Hearing	7:00 p.m.	City Hall Complex Council Chambers Building A
9-26-16	Regular City Council Meeting	To Follow 7:00 p.m. Special Council Meeting	City Hall Complex Council Chambers Building A
9-28-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
9-28-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A

CA082216

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
AUGUST 22, 2016

7. CONSENT AGENDA

i) **DECLARATION OF UNITY OF TITLE,** RAYMOND E. GOUGHNOUR, JR. AND DARLENE M. GOUGHNOUR, TO COMBINE LOTS 2 AND 3, BLOCK 304, PORT ST LUCIE SECTION 2, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

j) **DECLARATION OF UNITY OF TITLE,** FLORIDA RECREATION & INVESTMENT PROPERTIES, LLC, TO COMBINE LOTS 1, 2, 3, 22, 23 AND 24, BLOCK 2358, PORT ST LUCIE SECTION 34, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

C2A082216

NOTICE
AGENDA ADDENDUM 2
CITY COUNCIL REGULAR MEETING
AUGUST 22, 2016

11. **RESOLUTIONS**

d) RESOLUTION 16-R61, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA SUSPENDING THE PUBLIC ART ADVISORY BOARD UNTIL SUCH TIME AS SUFFICIENT QUORUM IS ESTABLISHED; PROVIDING AN EFFECTIVE DATE.

e) RESOLUTION 16-R62, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA DESIGNATING THE NUISANCE INSPECTOR AND THE CITY MANAGER, AS THE AUTHORIZED DESIGNEES OF THE CITY COUNCIL TO ISSUE EMERGENCY ORDERS, AS MAY BE NECESSARY AND PROPER, PURSUANT TO SECTION 40.21, "EMERGENCY ORDER," OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA; PROVIDING AN EFFECTIVE DATE.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM

Agenda Item #: 11F
Meeting Date: ~~8/22/16~~

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY AGS

Signed in attorney's absence to avoid delay

Agenda Item: Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT TO MAINTAIN LANDSCAPING AND RELATED IMPROVEMENTS LYING WITHIN CERTAIN ARTERIAL AND COLLECTOR ROAD RIGHTS-OF-WAY – TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10; PROVIDING AN EFFECTIVE DATE

Submittal Date: 8/19/2016

STRATEGIC PLAN LINK: PORT ST. LUCIE VISION 2030 PRINCIPLES B AND I – "BEAUTIFUL CITY" AND "TRADITION"

BACKGROUND: On April 13, 2015, City Council approved the execution of that certain Interlocal Agreement to Maintain Landscaping and Related Improvements Lying Within Certain Arterial and Collector Road Rights-of-Way – Tradition Community Development District Nos. 1-10 (hereinafter "Tradition Maintenance ILA" but also referred to as "City Interlocal Agreement"). Said Tradition Maintenance ILA concerns the maintenance of landscaping and related improvements within specific arterial and collector road rights-of-way within the Tradition Community, and was entered into on or about April 22, 2015, by and between the City and Tradition Community Development District No. 1 ("District No. 1"), a community development district duly organized under Chapter 190, Florida Statutes, for itself and on behalf of the other "Districts," as defined in that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement"), wherein District No. 1 has been delegated responsibility to act on behalf of all of the Districts. The parties to the Tradition Maintenance ILA caused it to be recorded on April 24, 2016 in Official Records Book 3739 at Page 622, of the Public Records of St. Lucie County, Florida.

The term of the Tradition Maintenance ILA shall run in perpetuity, provided however that on or after twenty (20) years from the date of the City's acceptance of the last of the Roadway Segments, as defined in the Tradition Maintenance ILA, either party shall have the right to terminate said Agreement. Further, below is a brief summary of the responsibilities of the parties.

Under the Tradition Maintenance ILA, District No. 1 is responsible for the maintenance of the right-of-way amenities within its boundaries, which include the following:

1. Landscaping;
2. Hardscape improvements (i.e. decorative paving, terracing materials, fences, walls, decorative structures and decorative architectural treatments on headwall facilities, decorative "conspan" or "faux bridge" features, and decorative zonal lighting fixtures, devices, equipment, and controls illuminating other hardscape amenities);
3. Sidewalks;
4. Non-regulatory signs;
5. Regulatory signs; and
6. Street lights (not including upgrades or power supply).

The City is responsible for the maintenance of all public roads within the Enhanced Rights-of-Way, which include:

1. Pavement;
2. Street drainage facilities;
3. Curbing;
4. On-street bike paths;
5. Official municipal traffic control devices; and
6. Electric power supply to street lights.

With respect to the agenda item being presented to City Council for consideration and approval, District No. 1 has requested that an additional portion of Tradition Parkway and an additional portion of Village Parkway (collectively referred to as the "Additional Roadway Segments") be added to the list of Exchanged Rights-of-Way within which District No. 1 will maintain the Right-of-Way Amenities, as those terms are defined in the Tradition Maintenance ILA. The additional portion of Tradition Parkway includes the location of the community entrance feature proposed for the I-95/Tradition-Gatlin Interchange. Therefore, since the Additional Roadway Segments were not included in the original Tradition Maintenance ILA, attached is a resolution approving and authorizing the execution of the First Amendment to the subject Agreement. Attached to this Council Agenda Memorandum as Attachment "1" are maps depicting the rights-of-way that are the subject of the Tradition Maintenance ILA and the proposed First Amendment to the Tradition Maintenance ILA. The proposed Resolution is attached to this Council Agenda Memorandum as Attachment "2."

ANALYSIS: The Board of Supervisors of District No. 1 at its June 14, 2016 meeting approved the First Amendment to Interlocal Agreement to Maintain Landscaping and Related Improvements Lying Within Certain Arterial and Collector Road Rights-of-Way – Tradition Community Development District Nos. 1-10, and provided signed originals for the City's approval and execution.

FINANCIAL INFORMATION: As a reminder, it was estimated that the City would be able to realize savings of approximately $4,000,000 over the term of the subject Agreement due to the maintenance responsibilities District No. 1 has agreed to undertake.

LEGAL INFORMATION: The City's Public Works Department and the City Attorney's Office have worked with the representatives and attorney for District No. 1on this matter. The First

Amendment was reviewed by Tom Mullin, Esq. and the Resolution was prepared and approved by Azlina Goldstein Siegel, Interim City Attorney, as to form and legal sufficiency.

STAFF RECOMMENDATION: Approval is recommended by the Public Works Department.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: Upon request a brief presentation may be made by a representative from the Public Works Department, the City Attorney's Office, or the City Manager's Office.

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: Tradition.

ATTACHMENTS: Maps depicting the rights-of-way; Authorizing Resolution with First Amendment to Tradition Maintenance ILA as Exhibit "A"

cc: James E. Angstadt, PE, Public Works Director
Roxanne Chesser, PE, Asst. Public Works Director
Frank Knott, Project Manager – Regulatory Division, Public Works

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT
"1"

Tradition

Rights-of-Way Maintenance Agreement

Map produced by the City of Port St Lucie City Council Map Generator Website on 1/29/2015

Scale:

0 0.1 0.2 0.4

mi

N.T.S
Plat 12
Plat 10
Westcliff Lane
Plat 39
Plat 66
Plat 12
Plats 39 & 56
Tradition Pkwy
Plat 43
Plat 17
Plat 6
Plat 41
Plat 24
Plat 23
Plat 11
Community Blvd
Village Pkwy
Google earth

1ST AMENDMENT TO TRADITION MAINTENANCE ILA -- ADDITIONAL ROADWAY SEGMENTS

CITY COUNCIL
AGENDA MEMORANDUM

ATTACHMENT

"2"

RESOLUTION 16-R63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT TO MAINTAIN LANDSCAPING AND RELATED IMPROVEMENTS LYING WITHIN CERTAIN ARTERIAL AND COLLECTOR ROAD RIGHTS-OF-WAY – TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City"), as authorized by City Council on April 13, 2015, entered into that certain Interlocal Agreement to Maintain Landscaping and Related Improvements Lying within Certain Arterial and Collector Road Rights-of-Way—Tradition Community Development District Nos. 1-10, dated April 22, 2015, and recorded on April 24, 2015 in Official Records Book 3739, Page 622, of the Public Records of St. Lucie County, Florida (hereinafter the "Tradition Maintenance ILA"); and

WHEREAS, said Tradition Maintenance ILA was made and entered into by and between Tradition Community Development District No. 1 ("District No. 1"), a community development district organized under Chapter 190, Florida Statutes, for itself and on behalf of the other "Districts," as defined in that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement"), wherein District No. 1 has been delegated responsibility to act on behalf of all of the Districts; and

WHEREAS, District No. 1 determined that it should seek approval from the City to assume responsibility for maintenance of the Right-of-Way Amenities within an additional portion of Tradition Parkway and an additional portion of Village Parkway, neither of which was originally identified in the Tradition Maintenance ILA as an Enhanced Right-of-Way (as said terms are defined in the Tradition Maintenance ILA), but each of which was previously accepted by the City in accordance with Section 156.148 of the Port St. Lucie Code of Ordinances; and

WHEREAS, the City and District No. 1 have determined and mutually agree that it is in the best interests of the parties and the public to enter into and execute the First Amendment to the Tradition Maintenance ILA that sets forth the additional rights, responsibilities and obligations of the City and the District No. 1 regarding the assumption and maintenance responsibilities for certain rights-of-way within the Tradition community; and

WHEREAS, the purpose of this Resolution is to formally approve and authorize the execution of the proposed First Amendment to the Tradition Maintenance ILA.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THAT:

1. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. The Mayor and City officials, and the City Manager and designees, are hereby authorized to execute the First Amendment to Interlocal Agreement to Maintain Landscaping and Related Improvements Lying within Certain Arterial and Collector Road Rights-of-Way—Tradition Community Development District Nos. 1-10, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and any and all other documents necessary to fully accomplish the purposes set forth therein.

3. The Mayor, the City Manager, the City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the Tradition Maintenance ILA, as amended.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of August, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Azlina Goldstein Siegel,
Interim City Attorney

EXHIBIT

"A"

(to Authorizing Resolution)

This instrument prepared by (and return to):

Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Ste. 200
Fort Pierce, FL 34950-5194
(772) 464-1032 Ext. 1010

FIRST AMENDMENT TO INTERLOCAL AGREEMENT TO MAINTAIN LANDSCAPING AND RELATED IMPROVEMENTS LYING WITHIN CERTAIN ARTERIAL AND COLLECTOR ROAD RIGHTS-OF-WAY— TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of this _____ day of _____, 2016, to that certain Interlocal Agreement to Maintain Landscaping and Related Improvements Lying within Certain Arterial and Collector Road Rights-of-Way—Tradition Community Development District Nos. 1-10, dated April 22, 2015, and recorded in Official Records Book 3739, Page 622, of the Public Records of St. Lucie County, Florida ("City Interlocal Agreement"), by and between TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1 ("District No. 1"), a community development district organized under Chapter 190, Florida Statutes, for itself and on behalf of the other "Districts," as defined in that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement"), wherein District No. 1 has been delegated responsibility to act on behalf of all of the Districts, and the CITY OF PORT ST. LUCIE ("City"), a municipal corporation of the State of Florida.

PRELIMINARY STATEMENT

A. The City Interlocal Agreement provides for the assumption by District No. 1 of responsibility for Maintenance of the Right-of-Way Amenities within each of the Enhanced Rights-of-Way upon acceptance of the corresponding Roadway Segment by the City (each such capitalized term as defined in the City Interlocal Agreement).

B. The City and District No. 1 have determined that District No. 1 should also assume responsibility for Maintenance of the Right-of-Way Amenities within two additional Roadway Segments: (1) that portion of Tradition Parkway extending from its intersection with Village Parkway, on the west, easterly to its intersection with the southbound on- and off-ramps for Interstate 95, on the east ("Tradition Parkway Addition"), and (2) that portion of Village Parkway, extending from its intersection with the Crosstown Parkway, on the north, southerly a distance of approximately 1,304 feet to a line, on the south, being the southern boundary of Tradition Plat No. 32, as recorded in Plat Book 62, Page 5, of the Public Records of St. Lucie County, Florida ("Village Parkway Addition" and, together with the Tradition Parkway Addition, the "Additional Roadway Segments").

C. A westerly portion of the Tradition Parkway Addition has been previously accepted by the City, the remaining portion of the Tradition Parkway Addition is owned and con-

trolled by the Florida Department of Transportation, and the Village Parkway Addition has been previously accepted by the City.

NOW, THEREFORE, in consideration of the covenants, conditions, and premises set forth in this First Amendment, District No. 1 and the City, for themselves, their legal representatives, successors, and assigns, agree as follows:

1. **Recitations; Authority.**

a. The recitations and findings set forth in the above Preliminary Statement are true and correct and are incorporated by reference.

b. This First Amendment is entered into pursuant to the Florida Interlocal Cooperation Act of 1969, Section 163.01, Florida Statutes, and Section 5.d of the City Interlocal Agreement.

2. **Amendment of City Interlocal Agreement; Effect.** The list of Enhanced Rights-of-Way—Roadway Segments set forth in Exhibit "A" to the City Interlocal Agreement is amended to read as set forth in the attached First Revised Exhibit "A." Except as modified by this First Amendment, the City Interlocal Agreement shall remain in full force and effect.

3. **Filing; Effective Date.** This First Amendment shall be filed with the Clerk of the Circuit Court of St. Lucie County, Florida, for recording in the public records of the County, and shall be deemed effective as of the date of such filing.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment on the respective dates appearing under each signature, through the City Council for the City and through the Board of Supervisors for District No. 1, each signing by and through its duly authorized representative.

CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen Phillips, City Clerk

Date: _____

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Azlina Goldstein-Siegel
Interim City Attorney

* * *

TRADITION COMMUNITY DEVELOPMENT DISTRICT NO. 1

ATTEST:

Henry H. Fishkind, Secretary

By: _____
James H. Anderson
Chairman, Board of Supervisors

Date: June 14, 2016

APPROVED AS TO FORM AND CORRECTNESS

By: _____
Daniel B. Harrell
Attorney for District No. 1

First Revised Exhibit A

Enhanced Rights-of-Way—Roadway Segments

(All references are to the public records of St. Lucie County, Florida. The Additional Roadway Segments, added to the list of Enhanced Rights-of-Way—Roadway Segments by the First Amendment to the City Interlocal Agreement, are shown in underlined text.)

All of Tradition Parkway, being a portion of Tract R-3, according to Tradition Plat No. 6, as recorded in Plat Book 42, Pages 5, 5A to 5F

All of Tradition Parkway, being all of Tract R-4, according to Tradition Plat No. 11, as recorded in Plat Book 45, Pages 22 and 23

All of Tradition Parkway, being a portion of Tract R-5, according to Tradition Plat No. 23, as recorded in Plat Book 59, Pages 18-20

All of Tradition Parkway, being all of Tract R-5, according to Tradition Plat No. 24 Phase I, as recorded in Plat Book 62, Pages 15-17

All of Village Parkway, being Tract R-1, as shown on Tradition Plat No. 6, as recorded in Plat Book 42, Pages 5, 5A to 5F

All of Village Parkway, being Tract R-1, as shown on Tradition Plat No. 10, as recorded in Plat Book 43, Pages 19, 19A to 19C

All of Village Parkway, being a portion of Tract R-39, according to Tradition Plat No. 39, as recorded in Plat Book 53, Pages 26-29

All of Village Parkway, being a portion of Tract R-39A, according to Tradition Plat No. 39, as recorded in Plat Book 53, Pages 26-29

All of Village Parkway, being a portion of Tract R-41, according to Tradition Plat No. 41, as recorded in Plat Book 53, Pages 32-40

All of Village Parkway, being a portion of Tract R-1A, according to Tradition Plat No. 43, as recorded in Plat Book 55, Pages 34-35

All of Village Parkway, being a portion of Tract R-56, according to Tradition Plat No. 56, as recorded in Plat Book 58, Pages 30-33

All of Village Parkway, being a portion of Tract A, according to Tradition Plat No. 66, as recorded in Plat Book 64, Pages 1-2

All of Community Boulevard, being a portion of Tract R-3, according to Tradition Plat No. 6, as recorded in Plat Book 42, Pages 5, 5A to 5F

All of Community Boulevard, being all of Tract R-2, according to Tradition Plat No. 12, as recorded in Plat Book 44, Pages 3, 3A to 3D

All of Community Boulevard, being all of Tract R-2, according to Tradition Plat No. 17, as recorded in Plat Book 43, Pages 22, 22A to 22F

All of Road "H", now known as Westcliffe Lane, being all of Tract PR-11, according to Tradition Plat No. 12, as recorded in Plat Book 44, Pages 3, 3A to 3D

That portion of Tradition Parkway extending from its intersection with Village Parkway, on the west, easterly to its intersection with the southbound on- and off-ramps for Interstate 95, on the east ("Tradition Parkway Addition") [The easterly portion of the Tradition Parkway Addition is owned and controlled by the Florida Department of Transportation ("DOT"), and is subject to that certain District Four Highway Beautification Grant and Maintenance Memorandum of Agreement DSF-REIMB, Contract Number AG131 ("DOT Maintenance Agreement"), entered May 4, 1999, between the DOT and the City. All activities of District No. 1 within the Tradition Parkway Addition shall be subject to the terms and provisions of the City Interlocal Agreement; the DOT Maintenance Agreement; any future agreement between the DOT and the City entered with respect to the Tradition Parkway Addition; and all rules, regulations, and permitting requirements of the DOT that govern activities within the Tradition Parkway Addition.]

That portion of Village Parkway, extending from its intersection with the Crosstown Parkway, on the north, southerly a distance of approximately 1,304 feet to a line, on the south, being the southern boundary of Tradition Plat No. 32, as recorded in Plat Book 62, Page 5 ("Village Parkway Addition")

C4A082216

NOTICE
AGENDA ADDENDUM 4
CITY COUNCIL REGULAR MEETING
AUGUST 22, 2016

13. **NEW BUSINESS**

b) SPECIAL LEGAL COUNSEL SERVICES AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND NASON, YEAGER, GERSON, WHITE & LIOCE, P.A., INTERIM CITY ATTORNEYS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Jasmin Padova, Executive Secretary JP

Agenda Item: Motion: Request by Jerry Somma for City Sponsorship of the 10th Annual Taste of Little Italy.

Submittal Date: 8/9/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the goals for expanded leisure activities and our mission to be responsive to the community

BACKGROUND: Pursuant to Section 155.07 of the City's Code of Ordinances, only City-sponsored special events may locate such signs within the right-of-way. Given that "sponsorship" is a policy decision of the City Council, this memorandum serves to request that this item be placed on the next City Council agenda for consideration.

ANALYSIS: Code compliance has reviewed the required special event sign application.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed January 13 thru January 30 2017

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Jerry Somma

10th Annual Taste of Little Italy
Temporary in Ground Sign Permit Request

Request to: City Manager, Mr. Jeff Bremer

From: Jerry Somma

Date: July 26th, 2016

Name of event: The Tradition Taste of Little Italy

Years of Event: 10 years

Year's signs have been used: Previous 9 years

Location of Event: Tradition Square

Dates of Event: January 27, 28 & 29, 2017

Dates for Signs: 2 weeks prior, installation: January 13th and taken away by January 30th

Purpose: To create awareness of upcoming Festival

Size of Sign: 18" x 24"

Quantity of Signs: 24

City of Port St Lucie
Special Event Request for Signs in Right-of-Way

Name of Organization: Taste of Little Italy

Location of Event: Tradition Square

Number of Signs: 24

Date range of sign placement: 01/13/2017 to 01/30/2017

Contact Person: Jerry Somma

Phone: (561) 262-0618

Email: Jerry@Viaproductionsinc.com

Tax Exempt 501(c)(3) Received: Yes

Staff Recommendation: Approve for Signs

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*Code Compliance Division received all required information for the event.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Robert Roldan, President & Co-Founder of the Puerto Rican Assoc. for Hispanic Affairs Inc., requesting City Sponsorship of the 13th San Juan Festival.

Submittal Date: 8/9/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the goals for expanded leisure activities and our mission to be responsive to the community

BACKGROUND: Pursuant to Section 155.07 of the City's Code of Ordinances, only City-sponsored special events may locate such signs within the right-of-way. Given that "sponsorship" is a policy decision of the City Council, this memorandum serves to request that this item be placed on the next City Council agenda for consideration.

ANALYSIS: Code compliance has reviewed the required special event sign application.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed September 9 thru September 25 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Robert Roldan

City of Port St Lucie
Special Event Request for Signs in Right-of-Way

Name of Organization: San Juan Festival

Location of Event: Tradition Square

Number of Signs: 53

Date range of sign placement: 09/09/2016 to 09/25/2016

Contact Person: Robert Roldan

Phone: (772) 216-0285

Email: prafha@yahoo.com

Tax Exempt 501(c)(3) Received: Yes

Staff Recommendation: Approve for Signs

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*Code Compliance Division received all required information for the event.

August 3, 2016

City of Port Saint Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: Right of Way Request for the 13th Annual San Juan Festival
Celebrating Hispanic Heritage Month

The Puerto Rican Association for Hispanic Affairs, Inc. is a 501 ©3 non-profit cultural and educational organization. Our main goals are to enhance and preserve Hispanic culture, history and the arts and to set up scholarships for minority students at Indian River State College. We are proud to have set up 18 scholarships as of today.

We have produced the Annual San Juan Festival since 2003. **This year we are excited to be able to celebrate our 13th San Juan Festival.** The event is scheduled for September 24th, 2016 from Noon to 10PM at the Tradition Square. We are requesting to allow signage regarding the event within the City's rights-of-way. We anticipate the removal of all signs within 48 hours after the event. Everyone is a winner at the San Juan Festival -the community, parents, our youth and businesses. If you have any questions, please feel free to contact us at (772) 216-0285. Thank you for your continued support.

Sincerely,

Robert Roldan
President and Co-Founder

Jacquelene Burke
Vice-President and Co-Founder

PUERTO RICAN ASSOCIATION FOR HISPANIC AFFAIRS, Inc.
PO Box 8824 Port Saint Lucie, FL 34985 www.prafha.org (772) 216-0285

PLANCT 1

ADDITIONAL INFORMATION

COUNCIL ITEM 7D
DATE 8/22/16

CITY OF PORT ST. LUCIE
APPLICATION FOR SERVING ON CITY BOARDS & COMMITTEES

DISTRICT IV

"A City for All Ages"

NAME: Jennifer Traband HOME PHONE: 206-724-1406
HOME ADDRESS: 702 SE Thanksgiving Ave. Port Saint Lucie, FL 34984
BUSINESS: Comcast Cable Corporation (Employer) BUSINESS PHONE: 206-724-1406
EMAIL ADDRESS: JLTRA2173@GMAIL.COM

PLEASE CHECK THE BOARDS ON WHICH YOU ARE INTERESTED IN SERVING:

___ AFFORDABLE HOUSING ADVISORY COMMITTEE
___ CITIZEN'S BUDGET ADVISORY BOARD (CURRENTLY IN ABEYANCE)
___ CIVIL SERVICE APPEALS BOARD
___ CONTRACTORS EXAMINING BOARD
___ DISTRICTING COMMISSION
___ KEEP PORT ST. LUCIE BEAUTIFUL COMMITTEE
___ MUNICIPAL POLICE OFFICERS RETIREMENT TRUST FUND BOARD OF TRUSTEES
✓ PLANNING & ZONING BOARD
___ PUBLIC ART ADVISORY BOARD

Why do you think you are qualified to serve on this board? I think that I am qualified to serve on this board because I attended the Planning and Zoning Board meeting on May 3, 2016 and some of the members of the board approached me after the meeting and they provided their recommendation that I apply for the Alternate Member position. I have a desire to actively participate in the continued improvement and future growth of Port Saint Lucie. I am also not afraid to represent and promote the ordinances and regulations of the Planning and Zoning Board even when the public may view them as unpopular or unnecessary.

Brief description of Education & Experience (***résumé required, please attach):*** I possess a Bachelor's of Science degree from Gardner-Webb University and a Microsoft Certified Systems Engineer certificate from New Horizons Computer Learning Center. I have been in the Information Technology field for 21 years, and 11 of them I have held a Project/Program Management position. I am also a member of and serve on the House Committee of the Stuart-Jensen Lodge #1870 of the Benevolent and Protective Order of Elks.

JUN 28 '16 12:49

Do you now serve on any City Board, Committee or other Governmental Board or Committee?
NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period. **Yes**_____ **No** ✓

If yes, please list: _____

Until such time that you are selected for the Board of your choice, may we submit your application as vacancies occur? **Yes** ✓ **No** ____

Are you a registered voter? **Yes** ✓ **No**____

Are you a City resident? **Yes** ✓ **No**____ If yes, for how long? _____

Are you a United States Citizen? **Yes** ✓ **No**____

Are you presently employed by the City of Port St. Lucie? **Yes**____ **No** ✓

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07? **Yes**____ **No** ✓

*Other covered jobs can be found listed under Florida Statute 119.07

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

Yes____ **No** ✓ If "Yes", please describe: _____

_____

_____

Where convicted _____

Date of conviction _____

NOTE: A "YES" answer to these questions will not automatically bar you from serving on a Board or Committee. The nature, appointment relatedness, severity and date of the offense in relation to the appointment for which you are applying are considered. A criminal conviction check will be conducted. Failure to disclose the requested information will result in the withdrawal of the offer of appointment or termination of the appointment if discovered after the appointment commences.

SIGNATURE Jennifer Troband DATE 6/28/16

APPLICATIONS WILL BE KEPT ON FILE ONE (1) YEAR FROM DATE OF SUBMISSION

Submit to:

City Clerk's Office
Port St. Lucie City Hall
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
TEL: (772) 871-5157 / FAX: (772) 344-4094

Jennifer L. Traband, MCSE
702 SE Thanksgiving Ave.
Port St. Lucie, FL 34984
(206) 724-1406
Jltra@yahoo.com

PROFESSIONAL EXPERIENCE

Comcast Cable Corporation - April 2014 to present

Project Manager 3 - National Video Deployment Engineering (NVDE)

- Conduct technical and non-technical interviews with potential candidates
- Lead engineering team members and project managers to deliver program, project, and product level service
- Manage projects relating to Comcast Cable Corporation's internal video equipment and video service backbone for the entire West Division (6 Regions/10 states)
- Develop relationships with cross functional teams across all divisions and national footprint; including Finance, Sales, Marketing, CARE (Support), Service Delivery, Technical Operations, XOC/CommOps, Procurement/Warehouse and IS
- Increase capacity and revenue with additional server infrastructure and video channel expansion
- Participate in ongoing learning and provide training to new hires
- Lead meetings with my peers and senior management

Comcast Cable Corporation (Contract) - July 2013 to April 2014

National Video Deployment Engineering (NVDE) Senior Technical Deployment Project Manager

- Conduct technical and non-technical interviews with potential candidates
- Served as the NVDE liaison between the Washington Region Project Management Office and the West Division and National Project Management Office
- Managed projects relating to Comcast Cable Corporation's internal video equipment and video service backbone for the entire West Division (7 Regions/12 states)
- Improved quality and quantity of video service delivery to customers by upgrading software and end of life (EOL) infrastructure equipment
- Formed partnerships with Finance, Sales, Marketing, CARE (Support), Service Delivery, Technical Operations, XOC/CommOps, Procurement/Warehouse and IS to require all basic level customers to have equipment to receive video service to adhere to the Federal Communications Commission (FCC) encryption standards and to prevent revenue loss
- Adopted National provided video service feed in order to reduce Regional infrastructure and support footprint
- Increased capacity and revenue with additional server infrastructure and video channel expansion

Microsoft Corporation (Contract) - April 2008 to June 2013

Bing - Live Site Engineering Operations Program Manager

- Converted Bing - Live Site Incident mitigation into long term remediation next steps
- Managed Problem Management Risks in Visual Studio Team Foundation Server
- Defined the Bing - Live Site Problem Management metrics to senior leadership
- Contributed content for weekly Bing - Live Site Core Search executive checkpoints

Microsoft Application Service Management SharePoint Experiences & Portals (ASM SEP) Problem Manager

- Conducted internal and customer requested Post Mortems and Root Cause Analysis for Priority 1 and 2 issues for Corporate wide high business impact (HBI) SharePoint sites: Human Resources, Legal, InfoPedia, and Corporate Records
- Engaged Program Management and Engineering for remediation of issues derived from Post Mortems, Root Cause Analysis, and Proactive Problem Investigations
- Collaborated with Service Management, Engineering, and ASM SEP Support Tiers 1-3 to monitoring alert thresholds and incident trends
- Worked with Engineering and Knowledge Management to ensure that the Knowledge base is current
- Partnered with Change and Release Management to plan Request for Change requirements and to investigate deployment process and implementation issues
- Attended Change Advisory Board (CAB) meetings to sponsor problem remediation Request for Change requests

Microsoft Office 365 Dedicated SharePoint Online Problem Manager

- Managed internal and customer requested Post Incident Reviews (PIR/PIRCR), Proactive Problem Reviews (PPR), and Post Mortems
- Worked with Engineering and Content Publications to ensure that the Build and Audit documentation is up to date
- Delivered monthly SharePoint Online customer utilization metrics for Service Intelligence, Service Delivery Management, and Customer Portal consumption
- Provided Weekly Storage Capacity Tableau reports to Operations and Service Delivery Management
- Adhered to ISO 27001 by maintaining Meeting Minutes of all Operations meetings

Program/Release/Change Manager - Microsoft Game Studios/GamesIT

- Managed the beta and production release preparation and ongoing title updates for GamesIT supported online game features; which includes some of Microsoft's largest revenue generating and technology advanced titles: Gears of War 3, Age of Empires Online (RTS/MMO), Kinect Fun Labs, Kinect Disneyland Adventures, Kinect Rush: A Disney-Pixar Adventure, and Kinect launch titles: Kinect Adventures; Kinect Joy Ride; and Kinect Sports: Season 1
- Lead Change Advisory Board (CAB) meetings and provided Go/No-Go decisions for Releases and Request for Change proposals
- Coordinated Request for Change requirements for production and lab requests from the Product Group, Software Developers, and internal GamesIT engineering which includes: scheduling, record creation, customer notifications, application builds/script delivery, resource assignments, and tracking of completion results
- Implemented the Net Satisfaction (customer satisfaction rating) survey gathering and metric reporting process for both the GamesIT Support and Project team space
- Prepared System Center Operations Manager (SCOM) performance counter reports for customer and internal engineers to utilize in monitoring and troubleshooting production GamesIT supported game features
- Utilized Scrum/Agile methodology to manage server and infrastructure deployment, decommission, and migration projects for GamesIT Microsoft Game Studios (MGS) customers
- On boarded world-wide external developer studios with network equipment to aid in the development, testing, and production of Microsoft Games
- Collaborated with GamesIT and Microsoft IT (MSIT) Engineering to design new software and hardware solutions
- Created and distributed project documentation, plans, and status reports to all stakeholders

Deployment Project Manager - Global Foundation Services

- Managed deployment; decommission; and migration projects of infrastructure devices, Windows servers, SAN and DMX devices, circuits, and VLANs within Microsoft Data Centers utilizing Waterfall methodology
- Tracked and documented all project milestones and reported the status to each Microsoft Property Operations Program Manager, Data Center Technical Program Manager, and the CIBER Program Office
- Facilitated kickoff, status, and issue resolution meetings via conference calls with the Microsoft Property Operations Program Manager; the Data Center Technical Program Manager; and Network, Systems, and SAN Engineers to plan and coordinate requirements and work windows for all deliverables for each project
- Participated in training sessions and Change Control and lesson learned meetings for each project as needed
- Provided training to new on-boarded/created Microsoft Properties/Line of Businesses and CIBER team members
- Created workflow tickets and requests in Unified Ticketing System (UTS/SOC) and Paladin

Bank of America (Contract) - June 2004 to April 2008

Project Manager - Card and Contact Center Technology Support (C3TS) Corporate Workplace Initiatives

- Technical project management of NET NEW infrastructure buildouts for Mortgage offices and Call Centers.
- Partnered with real estate project managers from Jones Lang LaSalle and CB Richard Ellis, landlords; construction, architectural, painting, carpet, furniture, telephony, server, workstation, and network vendors
- 150 + seat raised floor Call Center renovation

- Multiple floor/entire location office decommissions and restacks
- Small to mid-sized office re-carpets, reconfigurations, equipment and environmental site surveys; and circuit delivery from AT&T, BellSouth, Verizon, and MCI
- Coordination of conduit installation from building's minimum point of entry (MPOE) to multiple floors
- Provide day one and grand opening support for new locations
- Personnel and equipment move, add, and change (MAC) requests

Project Manager - Network Computer Group (NCG) Northeast Fleet Transition - LAN/WAN Transformation

- Managed Corporate offices' network standardization efforts for Fleet Bank's merger with Bank of America
- Performed site surveys, affected software application and hardware inventory, and network data collection
- Coordinated migration schedule with each Line of Business, Change Advisory Boards (CABs), and vendors.

Project Coordinator - Network Computer Group (NCG) Northeast Fleet Transition - Equipment Rollout

- Responsible for tracking the progress of network infrastructure equipment installation and decommissioning (LAN / WAN) for 1600 Fleet Bank banking centers during the $11 billion Northeast Fleet Transition Project
- Supported Bank of America Project Managers and engineers with site readiness, escalation, and project schedule documentation
- Created invoices for Financial Close portion of the project

Wells Fargo & Company (Contract) - February 2003 to September 2003 and April 2004 to June 2004

Integration and Architecture / Solution Center Analyst - Capital Management Group (CMG)

- Responsible for imaging new CMG employee desktops and laptops using Symantec Ghost
- Provided desktop and telephone support along with installation of desktops, laptops, peripherals, and TCP/IP based applications
- Conducted System Administration for computer and user names for the CMG domain
- Configured network printers through the use of HP WebJet Admin
- Lead and tracked team progress in equipment rollout projects

Business Application Support Analyst

- Provided network/internet connectivity troubleshooting, monitoring, and support for TCP/IP based business applications and servers
- Responsible for insuring maximum uptime for business critical servers and applications that include: Microsoft Windows Server 2000 and NT 4.0, Unix servers, Microsoft Exchange Server, Proxy Server DNS Server, E-Brokerage; Online Banking, and Swift/Commercial Investment Banking
- Utilized network monitoring tools such as: HP Openview/IT Operations and Windows NNM Release B.06.01, Netcool Webtop TM Version 1.1 and OMNIbus Version 3.4, Silas Reveille, SiteScope 7.7, Swift Alliance Version 5.0, SiteGuardian, IBM Tivoli Enterprise Console 3.8.1, BMC Patrol, and SAM
- Documented technical problems/resolution in Remedy/Capture Version 4.05.01 call tracking software
- Administered user connectivity and activity with the use of Check Point Management Clients 3.0b, 4.0, and 4.1; F-Secure SSH Client 1.1 and 4.0; One Point Enterprise Administrator 5.00.02; and VNCViewer 3.3.3R2

LAN Remediation Escalation Center Desktop Engineer - New Generation Network Migration

- This project won the PMI-CIC Project of the Year for 2002
- Assisted Escalation Center Coordinator by coordinating proper support resources for project related issues
- Point of contact for subnet requests and connectivity issues for mission critical Market Data applications such as: ILX, Bloomburg, and Baseline
- Provided Tier II support via telephone and email to Project Managers and on-site technicians migrating desktops
- Troubleshot connectivity of network interface cards, Novell print queues and client, TCP/IP, DNS, printers, Lotus Notes; and Microsoft Windows Professional and Windows Server 95, 98, NT, 2000, and XP operating systems

United States Department of Housing and Urban Development (Government Contract) - October 2003 to February 2004

Site Survey Technician

- Conducted site surveys and inventory of HUD's network equipment at sites across the United States
- Prepared network diagram of the site which included the satellite, T-1 and Fiber optic data lines, Cisco routers and switches, video teleconferencing equipment, servers, modems, workstations, and peripherals
- Facilitated the transition from the previous support vendor, Lockhead Martin; to the present vendor; EDS

InfoVision, Inc. - October 2001 to February 2003

InfoCare Support Specialist

- Provided telephone, remote, and on site server and workstation support, installations, and repairs for small/mid-size companies
- Responsible for a contractual increase from two to three days a week for a medical facility that I specifically provide on-site support for
- Supported Operating Systems and Application on TCP/IP based servers and/or workstations: Microsoft Windows Professional and Microsoft Windows Server 95/98/NT/2000/XP, Small Business Server, Exchange 5.5/2000, IIS, SQL 7.0/2000, and Office 97/2000/2002; RightFax, Symantec Norton AntiVirus, Veritas BackupExec, Citrix, Medical Manager, Dictaphone, Toshiba and IPAQ Pocket PCs, and Palm PDAs

Artisyn, LLC - July 2001 to October 2001

Team Lead-NT/Bankpro

- Traveled to BB&T branches and offices in the Southeast to upgrade computers from Windows 95 to Windows NT through hard drive replacement
- Installed Bankpro software and printers and perform Backup and Restore procedures to protect data integrity
- Troubleshot network connectivity and software issues on Compaq, Dell, Gateway, and IBM desktop computers and laptops; and contact client operations group for resolution of problems to maintain customer satisfaction
- Supervised technicians and implement changes made by the Project Manager

Wells Fargo & Company - August 1999 to April 2001

Technical Support Engineer

- Provided Tier 1 and Tier 2 computer technical support for 72,000 corporate employees
- Troubleshot and configured desktop and laptop computers to optimize performance on the Windows 95,98,NT, and 2000 operating systems
- Performed first line network administration of user accounts on LAN, mainframe, and Lotus Notes email systems
- Utilized diagnostic tools such as PING and TRACERT when troubleshooting TCP/IP connectivity and DNS and WINS name resolution
- Diagnosed TCP/IP based application problems and provided solutions for Novell Netware client, Microsoft Office 97 and 2000 Suite, Microsoft Project, Visio, Lotus Notes and Sametime, Acrobat Reader 4.08, Remedy, Norton AntiVirus, and Rumba

Loomis - December 1995 to August 1999

First Line ATM Maintenance Technician

- Maintained automated teller machines and conducted currency replenishment and deposit retrieval
- Troubleshot software and hardware including: card readers, deposit acceptors/bins, receipt printers, and currency dispensers
- Contacted network operations department for resolution to network connectivity or hardware problems

EDUCATION

New Horizons Computer Learning Center - Certification: March 2001

Microsoft Certified System Engineer Windows NT 4.0 (MCSE)

Gardner-Webb University – Graduation: May 1995

Bachelors of Science Degree - Physical Education

District 4

"A City for All Ages"

CITY OF PORT ST. LUCIE
APPLICATION FOR SERVING ON CITY BOARDS & COMMITTEES

NAME: George J. Pappas HOME PHONE: (772) 800-3878

HOME ADDRESS: 1417 SE Sunshine Ave.

BUSINESS: N/A BUSINESS PHONE: N/A

EMAIL ADDRESS: pappas-g@msn.com
@msn.com

PLEASE CHECK THE BOARDS ON WHICH YOU ARE INTERESTED IN SERVING:

___ AFFORDABLE HOUSING ADVISORY COMMITTEE
___ CITIZEN'S BUDGET ADVISORY BOARD (CURRENTLY IN ABEYANCE)
___ CIVIL SERVICE APPEALS BOARD
___ CONTRACTORS EXAMINING BOARD
___ DISTRICTING COMMISSION
___ KEEP PORT ST. LUCIE BEAUTIFUL COMMITTEE
___ MUNICIPAL POLICE OFFICERS RETIREMENT TRUST FUND BOARD OF TRUSTEES
✓ PLANNING & ZONING BOARD
___ PUBLIC ART ADVISORY BOARD

Why do you think you are qualified to serve on this board? I was a professional engineer for many years designing land developments, roadways for cities, state and the private sectors. I have worked with Planners & Architects on City Projects.

Brief description of Education & Experience (***résumé required, please attach):***

Bachelor of Science in Civil Engineering from the University of Miami (1972)

Do you now serve on any City Board, Committee or other Governmental Board or Committee?
NOTE: You cannot serve on more than one Board or Committee within the City of Port St. Lucie during the same time period. **Yes**_____ **No** ✓

If yes, please list: _____

JUL 29 '15 11:36

Until such time that you are selected for the Board of your choice, may we submit your application as vacancies occur? **Yes** ✓ **No** ____

Are you a registered voter? **Yes** ✓ **No** ____

Are you a City resident? **Yes** ✓ **No** ____ If yes, for how long? _____

Are you a United States Citizen? **Yes** ✓ **No** ____

Are you presently employed by the City of Port St. Lucie? **Yes** ____ **No** ✓

Are you a current or former law enforcement officer, other employee* or the spouse or child of one who is exempt from public records disclosure under FS 119.07? **Yes** ____ **No** ✓

*Other covered jobs can be found listed under Florida Statute 119.07

Have you ever been convicted of a crime, pled guilty or no contest to a criminal charge, or entered into an agreement setting forth the terms leading to the reduction or dismissal of the charges?

Yes ____ **No** ✓ If "Yes", please describe: _____

_____

_____

Where convicted _____

Date of conviction _____

NOTE: A "YES" answer to these questions will not automatically bar you from serving on a Board or Committee. The nature, appointment relatedness, severity and date of the offense in relation to the appointment for which you are applying are considered. A criminal conviction check will be conducted. Failure to disclose the requested information will result in the withdrawal of the offer of appointment or termination of the appointment if discovered after the appointment commences.

SIGNATURE _____ DATE July 29 2015

APPLICATIONS WILL BE KEPT ON FILE ONE (1) YEAR FROM DATE OF SUBMISSION

Submit to:

City Clerk's Office
Port St. Lucie City Hall
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
TEL: (772) 871-7325 / FAX: (772) 344-4094

George Pappas

1417 SE Sunshine Ave.

Port Saint Lucie, Florida 34952

(772) 800-3878

Presently: Retired Civil Engineer (June, 2014)

* Career spans 42 years as a Civil Engineer.

*My professional experience primarily encompasses design and construction inspection of roads, highways, water systems, storm sewer systems, sanitary sewer systems, and environmental cleansing methods of storm water.

*I have interfaced with Planners, Architects, the Construction Industry, and other disciplines of Engineers for many projects.

*Member of American Society of Civil Engineers

Accomplishments: Florida Professional Engineer

Mississippi Professional Engineer

Missouri Professional Engineer

Employment Highlights:

1. Metropolitan Sewer District of Saint Louis – 2002-2014
2. HNTB Consulting Engineers (St. Louis)- 2000-2012
3. Neel Schafer Consulting Engineers (Jackson, MS) - 1997-2000
4. Florida Dept. of Transportation (Deland, FL) – 1987-1994
5. Bowyer Singleton Engineers (Orlando, FL)- 1982-1984
6. City of Deerfield Beach (Florida) – 1974-1978
7. Keystone Consulting Engineers – 1972-1973

Degree: University of Miami (1972) - Bachelor of Science in Civil Engineering

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, Director of Planning and Zoning

Agenda Item: Motion: Appointment of Planning and Zoning Board Member – Alternate Position

Submittal Date: 8/12/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The Planning and Zoning Board conducted interviews of the applicants who applied for the vacant Alternate position.

ANALYSIS: The Board interviewed George Pappas and Jennifer Traband. The Board asked each applicant the same six questions and rated each answer from 1-10 on an individual tally sheet. The tally sheets were added up, and a total number of points was given to each applicant. Based on the totals from the tally sheets, the Board recommends George Pappas.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: NA

STAFF RECOMMENDATION: See attached ranking order (tally sheet) approved by the Planning and Zoning Board.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: NA

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Applications and Resumes of the candidates who interviewed, minutes of the interviews, tally sheet ranking the applicants.

RECEIVED
AUG 1 1 2016
CITY MANAGER'S OFFICE

QUESTIONS FOR PLANNING & ZONING BOARD APPLICANTS

1. Why do you want to be on the Planning & Zoning Board?

2. Do you know and understand the purpose of the Planning & Zoning Board?

3. *The meetings are held on the first Tuesday of each month beginning at 1:30 PM, or on the first Wednesday if Monday is a Holiday.* Will you be able to attend all of the Planning & Zoning Board meetings and thoroughly review the agenda items before each meeting? *The number of agenda items and the length of discussion for each item determine the length of the meetings. Each board member is notified when the complete packet with back-up materials is ready for them to pick-up and take to review (usually one week before the meeting).*

4. What issues do you believe are critical to the City's future?

5. Have you ever been involved in government before as a volunteer, elected official or staff?

NOTE: EACH APPLICANT WILL BE GIVEN TWO MINUTES TO ANSWER EACH QUESTION.

Lorraine Prussing

From: April Stoncius
Sent: Friday, August 05, 2016 2:54 PM
To: Patti Tobin
Cc: Lorraine Prussing
Subject: Draft

Enclosed please find a draft for you review. Thanks, April

A. PLANNING BOARD ALTERNATE INTERVIEWS

Chair Kurek said, "We have a vacancy for an alternate Planning and Zoning Board position. It means that person would be called in on a day like today and would sit and participate in the proceedings, if one of the members wasn't here. Lacking an alternate is one of the reasons we were short people today. We need to fill this position. We have two very competent applicants for this position. The process is fairly simple. We are going to have each person come up to the podium and have them state their name and address, then we will ask five different questions. Based on those questions and your answers, we will, hopefully, be able to come to a conclusion as to which one of you we think will do the best job, filling the position. I'm pretty sure that given the resumes of both people, it could be a very hard decision, which is not bad."

GEORGE PAPPAS said, "I'm a permanent resident of Port St. Lucie. My wife and I own a home in Sandpiper Bay. We have been here a little over two years. I'm a retired civil engineer of 42 years." Chair Kurek asked, "Why do you want to be a Planning and Zoning Board member?" Mr. Pappas replied, "I'd like to have a role with the development of the City. I like Port St. Lucie. I'm always interested in new projects and seeing how the town grows. I would love the opportunity to have input in the land development decision making." Chair Kurek questioned, "Do you know and understand the purpose of the Planning and Zoning Board?" Mr. Pappas answered, "Being fairly new, I went onto the Port St. Lucie Planning and Zoning website and studied the information. There is a Mission Statement, which makes reference to a Comprehensive Plan. I know that all cities have to have a Comprehensive Plan and follow the guidelines of the zoning requirements of each area of the City. I have read it to get an understanding of the purpose of the Planning and Zoning Board." Chair Kurek inquired, "The meetings are held on the first Tuesday of each month, beginning at 1:30 p.m. or on the first Wednesday, if Monday is a holiday. Will you be able to attend all of the Planning and Zoning Board meetings or thoroughly review the agenda before each meeting? The number of agenda items and the length of the discussion of each item determine the length of the meetings. Each board member is notified when the complete packet, with back-up materials, is ready to be picked up and take to review, usually, one week before the meetings. You can also get the packet on-line, if you go to the website, which is what I do. I'm sure other board members do, too. Do you have any problems with that?" Mr. Pappas responded, "No, not at all. I'm free that Tuesday and Wednesday, and it will pose no problem with my scheduling." Chair Kurek asked, "What issues do you believe are critical for the City's future?" Mr. Pappas replied, "Well, I've noticed a few things. I tried to pay attention to what is happening in the community. I have an interest in how the City grows, and it is a personal thing to me. I guess being a civil engineer for 42 years, half of which has been with land development projects, the other half with permitted roadways and utilities, I think that one of the essential projects would be the Crosstown Parkway link to US 1. I read a lot about it, and having a roadway background and experiencing the traffic at rush hour, I can sure see the need. I think it is a magnificent road, and to continue to US 1 would be a valuable asset for Port St. Lucie. The other one that has been on the news a lot is the infamous downtown project at Walton and US 1. I think that getting that project to move forward and creating a downtown Port St. Lucie would be so important. It would have an identity, have a theme, and be a place for beauty, which I'm sure it will ultimately be. I think the other is to, perhaps, upgrade the quality of the US 1 Corridor. Parts of it, to me, look like blight. I think it is a black eye for the City. I can't help to think that some landscaping would greatly improve it, especially through the FDOT. Parts of that highway seem to be bare of any kind of tree or plant, other than grass. There is a lot of room for improvement, perhaps through the plan approval process for projects that would be a bit more attractive for the City. I would say to maintain the quality style that I found in Tradition. Tradition, to me, is like the gem of the City. It is a great area to show how good Port St. Lucie can be." Chair Kurek questioned,

"Have you ever been involved in government before as a volunteer, elected official, or staff?" Mr. Pappas answered, "I worked as an engineer for Deerfield Beach years ago and then I worked for a while as the city engineer in Winter Park. Many of my projects were for cities. In the private sector, I worked for consultants. I'm very familiar with the development process, zoning requirement setbacks, and all of the criteria that goes along with the City's requirements." Chair Kurek said, "Thank you very much."

JENNIFER TRABAND said, "I live at 702 SE Thanksgiving Avenue. I have been here almost two years. I moved here from Seattle, Washington and lived there about six years. Before that I was on the East Coast in Virginia and moved all the way down to Florida. I am a project manager for information technology, the IT field, since about 2005. I manage those type of projects for Microsoft, consulting there. I worked for Bank of America, I have worked at Comcast, so a lot of large corporations. I've done some consulting and full-time work." Chair Kurek asked, "Why do you want to be a Planning and Zoning Board member?" Ms. Traband replied, "I want to be actively involved. I'm a homeowner and feel it is the right time for me. I really enjoy the City and want to get more involved. I'm also a member of the Benevolent Protective Order of Elks in Stuart and Jensen. I've gotten involved in that organization here in town. I have come here for a couple of meetings. One of the first meetings, I was approached by some staff members, who said there would be an opening and maybe I should apply for the alternate position. I took that to heart and felt it would be a good opportunity to get involved in the City." Chair Kurek questioned, "Do you know and understand the purpose of the Planning and Zoning Board?" Ms. Traband answered, "I do. I did look on-line at the mission statement and some other documentation. I did see that some of the purposes are to assist the public and to direct and encourage community development. In order to do that, we have to enforce or adhere to the Codes, policies, and laws. It is our responsibility to take that into consideration when we have those applicants come up here for the different proposals that they are doing." Chair Kurek inquired, "The meetings are held on the first Tuesday of each month, beginning at 1:30 p.m. or on the first Wednesday, if Monday is a holiday. Will you be able to attend all of the Planning and Zoning Board meetings or thoroughly review the agenda before each meeting? The number of agenda items and the length of the discussion of each item determine the length of the meetings. Each board member is notified when the complete packet with back-up materials is ready to be picked up and take to review, usually one week before the meetings. You can also get the packet on-line, if you go to the website." Ms. Traband responded, "Yes. I work from home and live less than a mile away from City Hall. I've gone ahead and marked off my calendar for those time periods already, just in case I was selected and/or if I want to attend the meetings anyway. Being so close to City Hall, I can come and get the packet whenever it is available. I don't see any reason why I wouldn't be available, except there might be a couple of times, maybe once a year that I may have to travel for work. It is not very frequently, and I would know well in advance. If there was a meeting that I had for my employment, I can reschedule them around this schedule. It is one meeting a month and I think I can have it work pretty decently with my employment schedule that I currently have." Chair Kurek asked, "What issues do you believe are critical for the City's future?" Ms. Traband replied, "I think infrastructure is one of the main issues. I know one item is the sidewalks. I totally agree with that. Living on Thanksgiving and off of Floresta that is one thing I definitely have experience with. That is one thing to support you. The infrastructure to support both commercial and residential is one of the other things. I did also say at a prior meeting, reminding the citizens that growth is a natural progression in a City's lifespan. We have to grow. Just because we may have purchased a home 20 years ago and the land was a certain way then, it may change. We might have commercial and residential growth, and was just reminding the citizens that we have to grow, we have to. Also, educating the youth about why we exist and to foster that relationship with the youth early, so once they grow up, they will understand why we have to do what we need to do to maintain the growth in the City." Chair Kurek questioned, "Have you ever been involved in government before as a volunteer, elected official, or staff?" Ms. Traband answered, "I have not been a member of government, per se. I have been an IT consultant for both the Department of Housing and Urban Development and the Department of Justice. There might have been a contract to do work there in the past. That is really my only experience that I have with government. It wasn't actually making decisions that affect the citizens' life and wellbeing. I don't feel it should be a negative that I haven't been part of the government before, because I have the enthusiasm and desire to do it now." Chair Kurek said, "Thank you very much."

(Clerk's Note: At this time, the Board members filled out the Tally Sheets, and gave them to the Board's Attorney and the Planning and Zoning Director to review.)

The Planning and Zoning Attorney said, "Through some intense calculations on our phone, we tallied up the totals for Mr. Pappas and Ms. Traband. The total points for Mr. Pappas was 250. The total points for Ms. Traband

was 244. It is a difference of only six points and was very close. The decision would be a recommendation to the City Council for appointment as an alternate." The Planning and Zoning Director said, "It will most likely go to Council on August 22nd." Chair Kurek stated, "As I said in the beginning, you were both extremely qualified to do this. It is difficult to make a decision. I'd like to congratulate Ms. Pappas. Ms. Traband, make sure you, if there is another opening, please feel free to make other applications. I believe that you have the qualities to be a good member at another time."

Mr. Harrison **moved** to recommend George Pappas to the City Council as the alternate for the Planning and Zoning Board. Ms. Beutel **seconded** the motion, which **passed unanimously** by roll call vote.

April C. Stoncius, CMC
Deputy City Clerk Supervisor

City of Port St. Lucie
121 SW Pt. St. Lucie Blvd.
Port. St. Lucie, FL 34984
(772) 344-4296
Email AStoncius@cityofpsl.com

"A City for All Ages"

Web http://www.cityofpsl.com

250 Pappas

244 Traband

Planning and Zoning Board Interview - Alternate Position

DATE 8/2/2016

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
George Pappas	9	10	10	9	10	48
Jennifer Traband	10	10	10	9	10	49

Planning and Zoning Board Interview - Alternate Position

DATE 8/2/2016

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
George Pappas	8	8	10	6	7	39
Jennifer Traband	7	6	9	9	9	40

Planning and Zoning Board Interview - Alternate Position

DATE 8/2/2016

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
George Pappas	9	10	9	5	8	41
Jennifer Traband	5	4	7	5	3	24

Planning and Zoning Board Interview - Alternate Position

DATE 8/2/2016

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
George Pappas	6	6	8	8	7	35
Jennifer Traband	8	6	8	9	7	38

Vero Beach
Tradition
Crosstown
Downtown -
US #1 Upgrade

Planning and Zoning Board Interview - Alternate Position

DATE 8/2/2016

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
George Pappas	10	10	10	10	10	50
Jennifer Traband	9	10	10	9	10	48

2 yrs

Work from Home

Ifrastruct
Sidwalks
Com/Res
Growth → Natural Prog.
Education -

It Dept
Hurrah
Dev.

Planning and Zoning Board Interview - Alternate Position

DATE 8/2/2016

TALLY SHEET

MARK EACH BOX FROM 1 – 10 (WITH 10 BEING THE HIGHEST)

QUESTIONS

NAME	#1	#2	#3	#4	#5	TOTAL
George Pappas	7	6	10	7	7	37
Jennifer Traband	10	8	10	10	7	45

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager
Sherman Conrad, Director, Parks & Recreation
Cheryl Shanaberger, Director, Procurement Management Dept.

FROM: Sherri Hawes, Buyer, Procurement Management Department

Agenda Item: Motion: 20160168 – Parking Lot Repairs at Sportsman's Park & Swan Park

Submittal Date: 8/12/2016

STRATEGIC PLAN LINK: Vision 2030, Principle B, Beautiful City, "Well designed, well maintained parks, public spaces and stormwater areas".

BACKGROUND: Sportsman's Park is a highly used park with many events taking place throughout the year with parking lots being used by the public to attend these events. Sportsman's Park has two (2) existing parking lots at the Maintenance Shop/Field 4 and the Basketball Parking Lot that is in need of repair to the asphalt due to tree root intrusion. Swan Park is used frequently by City residents and has one (1) existing parking lot that is in need of repair to the asphalt due to tree root intrusion. These three (3) existing parking lot areas of asphalt need to be brought up to current safety standards as there are many potentially hazardous areas in these parking lots. The areas have been marked with orange paint to illustrate the areas that need repair. E-Bid # 20160168 - Parking Lot Repairs to Sportsman's Park & Swan Park was issued on July 23, 2016. During the bid period seven hundred thirty two (732) potential suppliers and two (2) supplemental supplier were notified with eight (8) suppliers downloading the bid documents and listed as plan holders. One (1) bid proposal was received by the City on August 3, 2016 being deemed responsive.

ANALYSIS: Staff has reviewed the proposal from Sunshine Land Design, Inc. On August 12, 2016 the Procurement Management and Parks & Recreation Departments met with Sunshine Land Design, Inc., and negotiated a four thousand ($4,000.00) dollar cost savings and determined they meet all of the solicitation

requirements and provides the best value to the City. Sunshine Land Design, Inc., is a local firm.

FINANCIAL INFORMATION: Funds are available in General Funds/Parks & Recreation-Parks/Improvements O/T Buildings

LEGAL INFORMATION: Reviewed by Ella Gilbert on August 10, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval and award of Contract # 20160168 Parking Lot Repairs at Sportsman's & Swan Parks to Sunshine Land Design Inc., in the amount of $41,000.00, plus a one-time $10.00 indemnification fee. The contract is for thirty (30) calendar days with no option for renewal.

SPECIAL CONSIDERATION: N/A

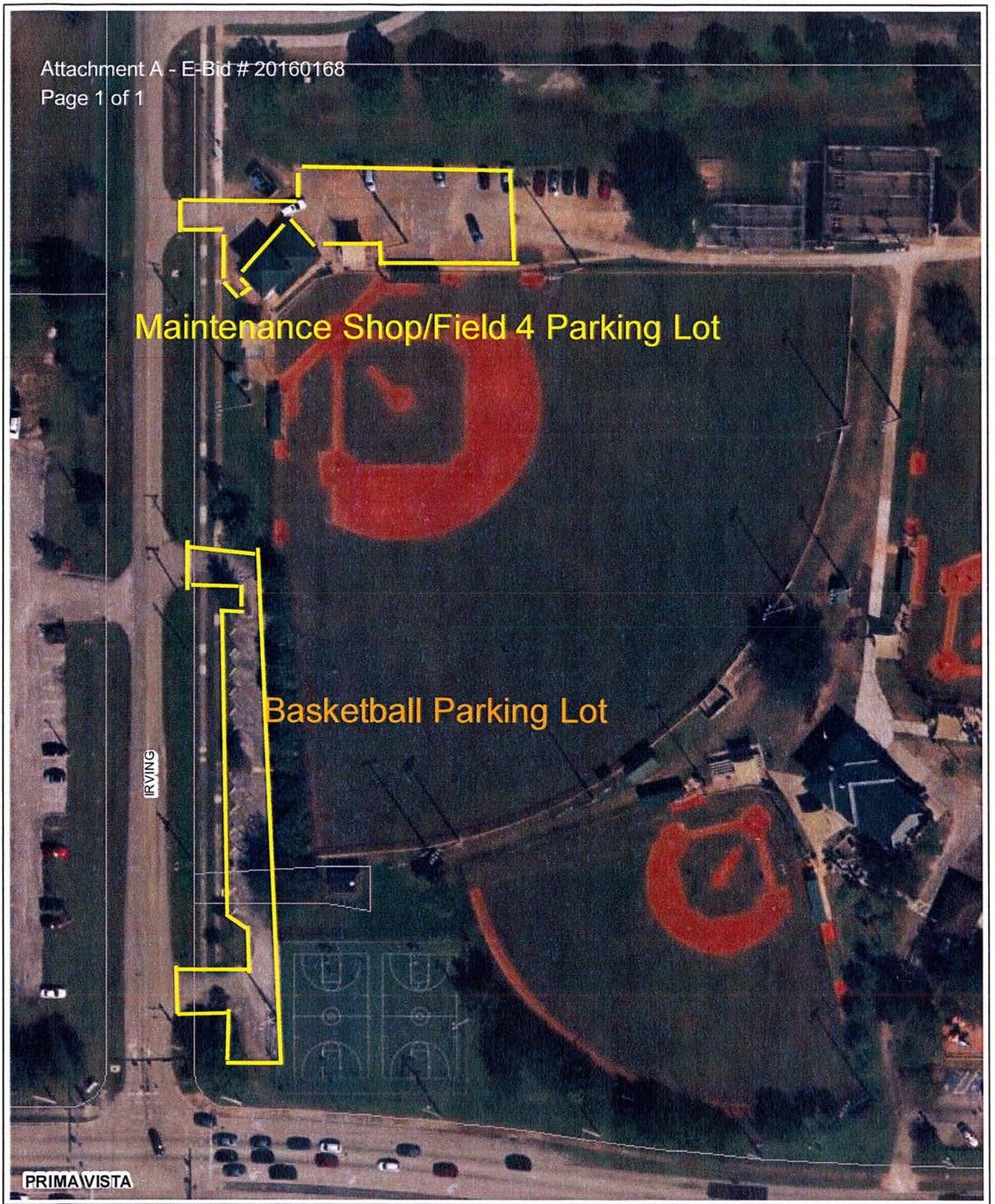
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: Sportsman's Park, 201 NW Prima Vista Blvd and Swan Park, 700 SW Carmelite Street, Port St Lucie, FL

ATTACHMENTS: Location Maps, Contract, Bid Tabulation, Winning Proposal, Solicitation Request, E-Bid and Sign in Sheets

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.



Sportsman Park Parking Lots

201 N.W. Prima Vista Blvd. PSL 34983

Map produced by the City of Port St Lucie City Council Map Generator Website on: 7/21/2016

Scale: 0 0.005 0.01 0.02 mi

Swan Park Parking Lot

700 S.W Carmelite Street PSL 34983

Map produced by the City of Port St Lucie City Council Map Generator Website on: 7/21/2016

Scale:

0 0.005 0.01 0.02

mi

CITY OF PORT SAINT LUCIE
CONTRACT F #20160168

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *Sunshine Land Design* (Contractor), a Florida Corporation, *3291 SE Lionel Terrace, Stuart, Florida 34997,* Telephone No. 772-283-2648 Fax No. 772-283-8944, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Parks & Recreation Department
Attn: Ron Finks, Project Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5389/ Fax: 772-871-5290
Email: rfinks@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
Sunshine Land Design
Shane Pauly, Project Manager
3291 SE Lionel Terrace
Stuart, Florida 34997
Telephone: 772-283-2648 Fax:772-283-8944
Email:Spauly@sunshinelanddesign.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160168, all agenda, attachments and all associated permits are made part of this Contract for the exterior Parking Lot Repairs at Sportsman's Park and Swan Park, are hereby incorporated by this reference.

Premises - Sportsman's Park East 201 NW Prima Vista Blvd. and Swan Park 700 SW Carmelite, Port St. Lucie, Florida.

SCOPE OF WORK – The Contractor is required to perform all the preparation necessary for the Parking Lot Repairs at Sportsman's Park (Basketball & Maintenance Shop/Field #4) and Swan Park. All areas in need of repair have been marked with orange paint. Remove all areas of tree root intrusion and reconstruct the damaged areas in parking lot. Seal coat the complete parking lot, repaint all painted lines including the handicap parking area and reset all parking stops. During the repairs half of the parking lot shall remain open and usable. All work will conform to ADA specifications and conform to current City codes and requirement. The current parking lot layout will remain the same.

Sportsman's Park Field Maintenance Shop/Field #4 and Swan Park:

- Remove all parking stops from existing location (any parking stops broken shall be replaced by the Contractor)
- Remove existing asphalt (approx. two (2") inch depth) in all areas as marked with orange paint
- Remove all tree root intrusion in damaged area (marked with orange paint)
- Remove all debris off site and is to be disposed of in appropriate manner
- Install new rock sub base (approx. six (6") inch depth) at areas disturbed by root intrusion
- Install new asphalt at each repair location (level with the existing asphalt)

Pavement shall meet the following requirements:

All unstable materials such as muck, peat, plastic, clay and marls shall be removed from roadbed area. The areas shall than be backfilled with suitable material, and the subgrade stabilization to a depth of ten (10") inches below the base course to seventy-five (75) pounds per square inch, Florida Bearing Value. The materials to be added for stabilization shall be either high bearing soils, sand clay, ground limerock or any other materials which is suitable (Muck shall not be used).

Materials	Structure Number	Asphalt Thickness	Base Thickness	Subgrade Thickness
Parking Lots and Local Roads	1.89	1 ½ inch	6 inches	8 inches

All areas repaired shall be level with existing pavement.

- Seal coat entire parking lot as per specifications provided on Attachment C
- Restripe all parking lines, direction indicators, handicap parking areas and loading zones as per Federal Specification TTP-1952B.
- Reset all parking stops
- All work shall be inspected by Park Staff as required.

Sportsman's Park Basketball Parking Lot:

- The existing parking lot resealed and restriped only

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract period shall begin August 23, 2016 and will extend for thirty (30) calendar days and terminated on September 23, 2016. The Contractor will be required to commence work under this contract on the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"N/A"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of $41,000.00 plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – N/A

Acceptance and Final Payment - Upon receipt of written notice that each project is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate, stating that the work provided for in the Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor in thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and less any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoice for services shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation including any necessary release of liens, and is approved by Project Manager as required under Section XIV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction

or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, its Officers and their employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent, recklessness, or intentional wrongful conduct of the design professional/Contractor or and persons other employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior

to commencement of work. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the

limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured with a its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, Parking Lot Repairs at Sportsman's Park and Swan Park shall be listed as additionally insured, Contract #20160168".** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certification and other documentation may be a cause for annulment of the award.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PAYMENT AND PERFORMANCE BOND

"N/A

SECTION XI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION XIII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIV
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in SectionV. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during this period, the Contractor shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other conditions contained in the Contract.

SECTION XV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Miscellaneous Testing - The Contractor shall reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in

appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment - The Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

Erosion and Sediment Control - The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e. lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site within three (3) days at completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Sanitary Conditions - The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. The Contractor shall provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City, confirms in writing to the Contractor that said work is, "complete" and/or "accepted".

Damage to Property - The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center
(301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
(772) 871-5175

SECTION XVI
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, member of the public and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets - The Contractor shall provide SDS's and description literature for each chemical/compound/mixture used in the performance of the Contract to the City before the commencement of any work. All SDS's shall be of the latest version and comply with 29 CFR§ 1910.1200. Hazardous products shall not be used except with prior approval of the City, and must be disposed of properly by the Contractor in accordance with U.S. Environmental Protection Agency 40 CFR§ 260-265. The Contractor shall maintain and have readily accessible on-site a complete SDS book of all chemicals, compounds/mixtures used in the execution of the contract.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, and other warnings against hazards as is prudent and/or required by law to protect the public interest. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractors, or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor shall agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act (OSHA) of 1970. These requirements shall include all primary and refresher training mandated under the OSHA guidelines.

SECTION XVIII
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work required to be performed under this Contract or assign any monies due Contractor hereunder without first obtaining the written consent of the City.

SECTION XIX
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination for Breach of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the

time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City one hundred ($100.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) calendar days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. Termination by the City. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) day notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

SECTION XX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other

state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XXI
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXII
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port St. Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXIII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall take precedence over any and all prior and contemporaneous verbal or written statements of any official or other representative of the City. Any such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents

(balance of this page has been intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By:

_____
Jeff Bremer, City Manager

By: _____
Authorized Representative of Sunshine Land Design

State of: _____

County of: _____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that (he/she) executed said instrument for the purposes therein expressed.
WITNESS my hand and official seal, this _____ day of _____, 20___.

_____
Notary Signature

Notary Public: State of _____ at Large.

My Commission Expires: _____.

(*Seal*)

Procurement Management Department
E-BID TABULATION REPORT
E-BID # 20160168
OPENED: Wednesday, August 3, 2016
TIME: 2:00:00 pm

E-Bid: Parking Lot Repairs at Sportsman's Park and Swan

Item		Sunshine Land Design	August 12, 2016 Negotation	Total Sum after negotation
1	Lump Sum Bid Amount:	$ 45,000.00	less $4,000.00	$41,000.00
2	Accepts Visa:	no		
3	Visa Percentage discount:	0%		
4	Visa Discount amount:	$0.00		
	Submitted: E-Bid Reply Sheet	yes		
	Submitted: Bid Bond	Org. Check		
	Submittted: Insurance	yes		
	Submitted: License	yes		
	Submitted: Drug Free Workplace form	yes		
	Submitted: Vendor Code of Ethics	yes		
	Submitted: W-9	yes		
	Submitted: Non-Collusion Affidavit of Prime Bidder	yes		

Number of E-Bids received:	1
Number of Planholders:	8
Number of Potential Bidders:	732
Number of Non-Responsive Bids:	0

CHECKLIST
Bid #20160168

Parking Lot Repairs at Sportsman's Park and Swan Park

Name of Bidder: SUNSHINE LAND DESIGN, INC.

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

- ✓ Bid Reply Sheet #20160168 with proper signatures upload to DemandStar.
- ✓ $500.00 Bid Security uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the E-Bid documents uploaded to DemandStar.
- ✓ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.
- ✓ Required forms: Vendor Code of Ethics, Contractor Verifications Form, Non-collusion Affidavit of Prime Contractor. All forms are to be uploaded to DemandStar.
- ✓ Drug Free Workplace Form uploaded to DemandStar.
- ✓ Required W-9 as per Section 1.13 uploaded to DemandStar.
- ✓ Copy of the Checklist uploaded to DemandStar.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160168.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ All price extensions and totals have been thoroughly checked.
- ✓ Have reviewed the Contract and accept all City Terms and Conditions.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

E-Bid Reply Sheet/Questionnaire#20160168
Repairs of Buildings at Sportsman's Park and Swan Park

1. **COMPANY NAME**: SUNSHINE LAND DESIGN, INC.

DIVISION OF: _____

PHYSICAL ADDRESS: 3291 SE LIONEL TERRACE, STUART, FL

MAILING ADDRESS: 3291 SE LIONEL TERRACE

CITY, STATE, ZIP CODE: STUART, FL 34997

TELEPHONE NUMBER: ( ) 772 283 2648 FAX NO. ( ) 772 283 8944

CONTACT PERSON: SHANE PAULY E-MAIL: Spauly@sunshinelanddesign.com

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? FLORIDA

TIMOTHY R. TAYLOR
President
FRANKIE TAYLOR / MARGARET FENTON
Vice President
TIMOTHY R. TAYLOR
Treasurer

How long in present business: 32 YEARS How long at present location: 14 YEARS

Is the firm claiming Local Preference under City ordinance 35.12? Yes (✓) or No ( )

Does your firm have a drug free workplace program? Yes (✓) or No ( )

How many employees are in the Treasure Coast Area? APRX 100

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued
none	

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: zero %
(this amount maybe zero)

*Please Note: The City has implemented a **Purchasing Card Program.** The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Visa percentage discount amount: $zero

5.4 Bid Reply Lump Sum Amount: $45,000.00

(This figure shall match the Demandstar web page. Discrepancies between the E-Bid Reply Sheet uploaded on Demandsta and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.)

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary. Include all licenses that allows them to perform the work.

DURA-SEAL OF THE TREASURE COAST - PAVEMENT SEALING AND STRIPING

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

NO

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ☑

If yes, please explain:

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

NONE

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

NONE

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

NONE

(N/A is not an acceptable answer - insert lines if needed)

15. List three (3) Parking Lot Repair projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name: TC3 CHURCH

Description: PARKING LOT IMPROVEMENTS

Size of Building: NOT APPLICABLE

Location: JENSEN BEACH, FL

Completion Date: JULY 2015

Commercial or Residential? COMMERCIAL

Prime Contractor or Subcontractor: PRIME

Client Name, Phone Number & Email: JIM DONLIN 772-334-3999 info@tc3.org

Value of Total Contract: $50,000

Firm's Percentage of Total Contract: 100%

Number of Change Orders: ZERO

Value of Change Orders: ZERO

Was Project Completed on Schedule: YES

Was Project Completed within Budget? YES

Project Number 2

Project Name: SOUTH RIVER CONDO (TWO PROJECTS)

Description: PARKING LOT REPAIRS & IMPROVEMENTS

Size of Building: NOT APPLICABLE

Location: STUART, FL

Completion Date: NOVEMBER 2015 & JUNE 2016

Commercial or Residential? RESIDENTIAL

Prime Contractor or Subcontractor: PRIME

Client Name, Phone Number & Email: BRIAN MCHALE 772-283-9253

Value of Total Contract: Aprx$20,000.00 managersouthriver@att.net

Firm's Percentage of Total Contract: 100%

Number of Change Orders: ZERO

Value of Change Orders: ZERO

Was Project Completed on Schedule: YES

Parking Lot Repairs at Sportsman's Park and Swan Park

Was Project Completed within Budget? YES

Project Number 3

Project Name:	FAU BOCA PARKING LOT
Description:	CONSTRUCTION OF PARKING LOT AND ASSOCIATED SITE WORK
Size of Building:	NOT APPLICABLE
Location:	BOCA RATON, FL
Completion Date:	NOVEMBER 2015
Commercial or Residential?	COMMERCIAL
Prime Contractor or Subcontractor:	SUBCONTRACTOR
Client Name, Phone Number & Email:	MORGANTI GROUP 561-689-0200
Value of Total Contract:	$428,025.00
Firm's Percentage of Total Contract:	75%
Number of Change Orders:	ONE
Value of Change Orders:	$101,761.00
Was Project Completed on Schedule:	YES
Was Project Completed within Budget?	YES

16. CERTIFICATION

This bid is submitted by: I, MARGARET FENTON am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

Signature VICE PRESIDENT Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

CenterState BANK

1101 First Street South
P.O. Box 9090
Winter Haven, FL 33880-9090

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

298088

83-1403
631

DATE August 3, 2016

REMITTER SUNSHINE LAND DESIGN

$********500.00

PAY FIVE HUNDRED AND 00/100

TO THE ORDER OF CITY OF PORT ST LUCIE

NON NEGOTIABLE

CUSTOMER COPY

PURPOSE

Branch: 74

THIS CHECK IS PROTECTED WITH A VOID PANTOGRAPH - OTHER SECURITY FEATURES DETAILED ON BACK

CenterState BANK

1101 First Street South
P.O. Box 9090
Winter Haven, FL 33880-9090

CASHIER'S CHECK

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND MAY BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

298088

83-1403
631

DATE August 3, 2016

REMITTER SUNSHINE LAND DESIGN

$********500.00

PAY FIVE HUNDRED AND 00/100

TO THE ORDER OF CITY OF PORT ST LUCIE

AUTHORIZED SIGNATURE

PURPOSE

Branch: 74

⑈00298088⑈ ⑆063114030⑆ ⑈020153664⑈

137806

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Certificate Department	
Commercial Lines – (407) 481-1613 Wells Fargo Insurance Services USA, Inc. 800 N. Magnolia Ave., Suite 106 - FL 2841 Orlando, FL 32803	PHONE (A/C, No, Ext): 813-639-3000	FAX (A/C, No): 855-299-7117
	E-MAIL ADDRESS: clw.certrequest@wellsfargo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : FFVA Mutual Insurance Company	10385
INSURED Sunshine Land Design, Inc. 3291 SE Lionel Terrace Stuart, FL 34997	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 9782053 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC84000309122015A	11/01/2015	11/01/2016	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

Project: Emergency By-Pass Station at Rangeline Road Construction Project, Contract #2010037

CERTIFICATE HOLDER

City of Port St Lucie
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeanne Brandon

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SUNSL-1 OP ID: TJ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Stuart Insurance, Inc.
3070 S W Mapp
Palm City, FL 34990
Joseph E. Coons, CPCU. CIC.

Phone: 772-286-4334
Fax: 772-286-9389

CONTACT NAME: Tani Jacobson
PHONE (A/C, No, Ext): 772-286-4334 FAX (A/C, No): 772-286-9389
E-MAIL ADDRESS: tjacobson@stuartinsurance.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Co	
INSURER B : Great American Ins Co	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Sunshine Land Design, Inc.
3291 SE Lionel Terrace
Stuart, FL 34997

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	X		CF4GL00803161	07/30/2016	07/30/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 100,000 5,000 1,000,000 2,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X PIP $10000			CF4CA00962161	07/30/2016	07/30/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			CF4EX00487161	07/30/2016	07/30/2017	EACH OCCURRENCE AGGREGATE	$ $	1,000,000 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT COVERED THROUGH STUART INSURANCE			WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	
B	RENTED/LEASED EQUIPMENT			IMP139860800	07/30/2016	07/30/2017	DED 3500		100,000

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

RE: Contract #2010037. ~City of Port St Lucie, a municipality of the State of Florida, Emergency By-Pass Station at Rangeline Road Construction Project, is additional insured with respect to general liability for ongoing and completed operations.

CERTIFICATE HOLDER

CITYP-1

City of Port Saint Lucie
121 SW Port Saint Lucie Blvd
Port Saint Lucie, FL 34984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph E. Coons

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

(850) 487-1395

TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1519137 ISSUED: 06/19/2016

CERTIFIED GENERAL CONTRACTOR
TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606190001293

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER	
CGC1519137	

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

TAYLOR, TIMOTHY RICHARD
SUNSHINE LAND DESIGN, INC.
3291 SE LIONEL TERRACE
STUART FL 34997

ISSUED: 06/19/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606190001293

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Section 287.087, Florida Statutes hereby certifies that SUNSHINE LAND DESIGN, INC. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

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

Bidder's Signature

AUGUST 3, 2016
Date

"A City for All Ages"

VENDOR CODE OF ETHICS
E-BID #20160168
Parking Lot Repairs at Sportsman's Park and Swan Park

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.

- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.

- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer SUNSHINE LAND DESIGN, INC.

Signature

Printed Name and Title MARGARET FENTON, VICE PRESIDENT

Date 08/03/2016

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CITY OF PORT ST. LUCIE, FLORIDA
NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
E-BID # 20160168
Parking Lot Repairs at Sportsman's Park and Swan Park

State of FLORIDA }

County of MARTIN }

MARGARET FENTON, being first duly sworn, disposes and says that:
(Name/s)

1. They are VICE PRES. (Title) of SUNSHINE LAND DESIGN, INC. (Name of Company) the Bidder that has submitted the attached bid;

2. He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such Bid;

3. Such Bid is genuine and is not a collusive or sham Bid;

4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Port St. Lucie or any person interested in the proposed Contract; and

5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title) VICE PRESIDENT

STATE OF FLORIDA }
COUNTY OF St. Lucie} SS:

The foregoing instrument was acknowledged before me this 08/03/16 (Date)

by: MARGARET FENTON who is personally known to me or who has produced

_____ as identification and who did (did not) take an oath.

FRANKIE TAYLOR
Notary Public - State of Florida
My Comm. Expires Feb 20, 2019
Commission # FF 171243
Bonded through National Notary Assn.

_____
Notary (print & sign name)

Commission No. _____

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Sunshine Land Design, Inc.

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

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
3291 SE Lionel Ter

Requester's name and address (optional)
Propane Education Foundation of FL
P.O. Box 11026
Tallahassee, FL 32302

6 City, state, and ZIP code
Stuart, FL 34997

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
59 - 2712892

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 7/25/16

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

SOLICITATION REQUEST

Department: Parks and Recreation Technical Specialist: Ron Finks Extension: 5389 Date: 7-21-2016

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) The City of Port Saint Lucie is seeking a contractor certified in parking lot construction and repair to make repairs to the parking lots at Sportsman's Park Field #4 and Basketball Parking lot 201 NW Prima Vista Blvd. and Swan Park Parking lot 700 S.W. Carmelite Street.

Technical Specifications Attached: [X] Yes [ ] No (must be submitted electronically in word or excel)
Technical documents must be in word in one file, no logos, no brand names, no design specifications only performance specifications (scope of work is not to be in technical specs)
Bid Reply, must be in excel and a separate file, no logos, no merge cells, no empty rows, no color or shading
Plans may be PDF but must be in one file, dated and numbered consecutively.

Date plans received approval by City Building Department: n/a
Estimated time frame for completion of project after award: Thirty (30) Days
Replacement: [X] Yes [ ] No Budgeted Amount: $25,000 If professional services, what is the estimated construction cost: n/a Any grant funds being used: Not at this time
Liquidated damages amount: $100.00 per day Advertisement to Master List: N/A
If not budgeted, authorization from Director of OMB is required.

Account Number	Fund	Cost Center	Object Code	Project
0017210563000	001	7210	563000	

Suggested Bidders: (Use separate sheet if necessary): These will be added to DemandStar broadcast list.

Bidder Name	Address	E Mail	Contact Person
Grande Const.	PO Box 881765 PSL, Fl 34988	Greg@grandefl.com	Greg Oldakowski

Reason for purchase or service: Current conditions at this parking lot are unsafe due to tree root intrusion. Several areas are closed to the public. This is a very busy park and we need to get the lot reopened as soon as possible. This project was approved and budgeted for the 2015-16 fiscal year.

If digging or trenching is required what is the depth? 8 inches
If work is in water, what is the depth? N/A Is the water navigable? N/A
If this is a building, how many stories? N/A

Sherman Conrad
Department Head Approval

7-21-16
Date

"A City for All Ages"

CITY OF PORT ST. LUCIE

Sealed Electronic Bid # 20160168
(E-Bid)

Parking Lot Repairs at Sportsman's Park and Swan Park

Prepared By: Sherri Hawes
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Telephone: 772-871-5221 Fax: 772-871-7337
Email: shawes@cityofpsl.com

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Attachments

A- Map location Sportsman's Park, 201 NW Prima Vista Blvd (Basketball & Maintenance Shop/Field #4)	1
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INVITATION TO E-BID

Sealed Bid #20160168 for the Parking Lot Repairs at Sportsman's Park (Basketball & Field #4) and Swan Park will be received by the City of Port St. Lucie, in the Procurement Management Department, City of Port St. Lucie, until **2:00:00 p.m. on Wednesday, August 3, 2016.**

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid security, in the amount of five hundred ($500.00) dollars, made payable to the City of Port St. Lucie. The Bid Security must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Security was obtained. The original Bid Security shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". Then the original Bid Security should be received within five (5) business days after the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract.

The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are e-bidding for the first time are strongly encouraged to contact DemandStar at (800) 771-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com

All bids must be received by the date and time specified above, when they will be opened, via computer, and publicly read aloud. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be accepted or considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to DemandStar on or before the closing date and time. The City shall not be responsible for delays caused by any occurrence. No exceptions will be made.

The City of Port St. Lucie reserves the right, to waive any and all informalities or irregularities, to accept or reject any and all bids, in whole or in part, to solicit and re-advertise for new bid, abandon the project in its entirety, or take other such action as serves the best interest of the City.

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Contractor may be used interchangeably.

Submit all questions concerning procedures for responding to this bid and the Contract Documents, in writing, to Ms. Hawes in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5221, Fax (772) 871-7337, and/or email: shawes @cityofpsl.com. Such contact is to be for clarification purposes only. The City will not be responsible for oral clarification of questions. Questions received after July 27, 2016 may not be

answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidder(s) it must clearly understand that Ms. Hawes is the only individual authorized to represent the City.

Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Bidder to **any** City Official or employee evaluating or considering the bids **(up to and including the Mayor and City Council)**, prior to the time an award decision has been made. Questions will be answered in the form of an addendum. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the Bid Reply Sheet with the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

It is the responsibility of the Bidder to receive any and all bid information and documents. Material changes, if any, to the scope of services, or bidding procedures will be transmitted only by addendum by Onvia.com.

If you have obtained this document from a source other than directly from the City or from DemandStar by Onvia.com you are not on record as a plan holder. Procurement Management Department takes no responsibility to provide Addenda to parties not listed by the City as plan holders. It is the Bidder's responsibility to check with our office prior to submitting your proposal to ensure you have a complete, up-to-date package.

Documents required for this E-Bid:

- E-Bid Specifications, pages 1-42
- E-Bid Reply Sheet/Questionnaire #20160168, pages 12-16
- Drug-Free Workplace Form
- Vendor Code of Ethics
- Non-collusion Affidavit of Prime Bidder

Attachments:

A- Map Location Sportsman's Park 201 NW Prima Vista Blvd (Basketball & Field #4), page 1 (not included in E-Bid Specifications)

B- Map location Swan Park, 700 SW Carmelite Street, page 1 (not included in E-Bid Specification)

C- SealMaster Specifications, page 1-2 (not included in E-Bid Specifications)

Sherri Hawes
Buyer

CAUTION: Bidders should take caution that the City is not responsible for any power outages or internet failures. It is suggested that you upload your response in adequate time to assure that it will post on the day prior to the closing date.

SPECIFICATIONS

SEALED E-BID # 20160168
Parking Lot Repairs at Sportsman's Park and Swan Park

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the Parking Lot Repairs at Sportsman's Park (Basketball and Field #4) and Swan Park. Contractors shall inspect the job site prior to bidding as all areas to be repaired shall be marked with orange paint. During the repairs half of the parking lot shall remain open and usable.

It is the intent of the City to enter into a lump sum contract with one (1) qualified Contractor to provide all materials, supplies, labor, permits, and equipment necessary for the Parking Lot Repairs at Sportsman's Park (Basketball and Field #4) and Swan Park. The total Contract period is thirty (30) calendar days. There is no option to renew.

The Bidder shall have all the required licenses and certifications necessary to perform this work. The approved licenses for this work include a State of Florida General Contractor or Local Paving Contractor. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper licenses and certifications to perform the work prior to submitting a bid.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

1. GENERAL REQUIREMENTS

1.1 <u>Invitation to Bid</u> - All requirements contained in the Invitation to Bid are hereby incorporated in this specification.

1.2 <u>Cost of Preparation of Bid</u> - The City will not be responsible for any cost incurred by any selected Bidder in the preparation of his/her bid.

1.3 <u>Examination of Drawings and Contract Documents</u> – The selected Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. No plea of ignorance by the selected Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the selected Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

1.4 Bid Price - Bidders must agree to furnish all item(s) that are awarded to them as a result of their response to this specification at the price(s) indicated on their respective E-Bid Reply Sheet #20160168. Bidders shall guarantee that said price(s) shall be firm, and not subject to escalation, for the ninety (90) days after bid opening period. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this requirement. Any bid submitted with escalation clauses shall be rejected.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders will submit all required licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160168. It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper license and certification necessary to perform the work prior to submitting a bid for this project. Three (3) references shall be listed from existing firms in Florida to which it has provided these types of services in the past or with which it is under contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the E-Bid Reply/ Questionnaire. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract - The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Accept Payment by Visa
- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement for this bid.
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)

- Has met bounds of commonality; absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements; lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  Evaluate the pricing offered by the Bidder; consider lifecycle costing, other relative factors and depreciation.
- Determine what proposal provides the best value to the City
- City Ordinance 35.12 Local Preference will apply
- Award will be based on the Lump Sum Amount from line 5.4 on the E-Bid Reply Sheet #20160168 that represents the best value to the City

The award date is the date that City Council executed the motion to award the bid(s) regardless of the date the Bidder received notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the website.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160168 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in one (1) file. **No hard copies will be accepted.**

A. Request Bid Specifications, #20160168 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160168 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet #20160168.

D. Enter total amount and the unit prices on E-Bid Reply Sheet # 20160168 and on the Demandstar Webpage. Total shall agree with the E-Bid Reply Sheet that is to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

E. Electronically sign the E-Bid Reply Sheet #20160168 where indicated.

F. Upload and submit one (1) PDF file; E-Bid Reply Sheet/ Questionnaire #20160168, Non-Collusion Affidavit of Prime Bidder, $500.00 Bid Security (to be received within five (5) business days after the opening or your bid may be deemed non-responsive), Insurance Certificate(s), License, Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge all Addenda on the E-Bid Reply Sheet #20160168. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

G. Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

**** Only electronic replies are required. ****

1.8.1 Shipping Terms – Bidders shall quote F.O.B. Destination

1.9 Execution of Contract – The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will

execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract - Failure on the part of the selected Bidder to execute the Contract as required may be justification for the annulment of the award.

1.10 Subcontracting or Assigning of the Contract – The selected Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the E-Bid Reply Sheet.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the E-Bid Reply, to the City within five (5) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom the City does not make written objection prior to giving of the Notice of Award will be deemed acceptable to the City subject to revocation of such acceptance after the effective date of the Contract.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination - An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation.

1.12.1 Permit Fees: N/A

1.13 W-9 Taxpayer Identification Form - The selected Bidder shall be required to complete a W-9 Taxpayer Identification Form provided with the City's contract and return it with the contract and insurance documents.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from DemandStar.

1.15 Intent to Perform - The Selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the Selected Bidders intent to comply with this specifications

2. SPECIFIC REQUIREMENTS

2.1 Samples – N/A

2.2 Standard Production Items - All products offered must be standard production items that have been available to the trade for a period of not less than two (2) years and are expected to remain available in future years.

2.3 Proposal Guaranty - A Bid Bond, certified check, cashier's check, bank money order, bank draft on any national or state bank, or cash, in a sum of not less than 5% of the amount of the bid, made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

2.4 Return of Proposal Guaranty - After the bid has been awarded, Procurement Management Department may, at its discretion return the guaranty deposit. All other proposal guaranties will be held until the Contract has been executed, after which the proposal guaranty may be returned to the respective Bidders whose proposals it accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum

requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

3.3 Protest - Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled City Council meeting that the Proposal will be scheduled to appear, and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms. Prior to the start of the meeting.

(balance of page left intentionally blank)

E-Bid Reply Sheet/Questionnaire#20160168
Repairs of Buildings at Sportsman's Park and Swan Park

1. COMPANY NAME: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ How long at present location: _____

Is the firm claiming Local Preference under City ordinance 35.12? Yes ( ) or No ( )

Does your firm have a drug free workplace program? Yes ( ) or No ( )

How many employees are in the Treasure Coast Area? _____

3. ADDENDUM ACKNOWLEDGMENT - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. **VENDOR'S LIST** - If your company offers commodities other than the one (1) specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.cityofpsl.com.

5. **BID RESPONSE:**

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %
(this amount maybe zero)

Please Note: The City has implemented a ***Purchasing Card Program.*** *The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's payment policy. Any percentage off the bid price for the acceptance of Visa will be consideration in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.*

5.3 Visa percentage discount amount: $_____

5.4 Bid Reply Lump Sum Amount: $_____

(This figure shall match the Demandstar web page. Discrepancies between the E-Bid Reply Sheet uploaded on Demandsta and the dollar amount listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.)

Interpretation of the Approximate Quantities - The Bidder's attention is called to the fact that any estimate of quantities of work to be done and materials to be furnished under the specifications as shown on the proposed form (or elsewhere) is approximate only and not guaranteed by the City. The City does not assume any responsibility that the final quantities shall remain in strict accordance with the estimated quantities, nor shall the Bidder plead misunderstanding or deception because of such estimate of quantities or of the character, location of the work, or other condition pertaining thereto.

The City reserves the right to split this award, if in the City's opinion such a split is in the best interest of the City.

6. **INSURANCE CERTIFICATES LICENSE** - Bidders are required, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain. Bidders are required to submit all licenses and certifications required to perform this project.

7. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed ninety (90) days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

8. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

9. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary. Include all licenses that allows them to perform the work.

_____

_____

_____

_____

_____

10. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____

_____

_____

_____

(Insert additional lines if necessary.)

11. Has the Proposer or any of its principals ever been declared bankrupt or reorganized under Chapter 11 or put into receivership?

Yes ( ) No ( )

If yes, please explain:

_____

_____

_____

12. List any lawsuits pending or completed within the past five (5) years involving the corporation, partnership or individuals with more than ten percent (10 %) interest:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

13. List any judgments from lawsuits in the last five (5) years:

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

14. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

_____

_____

_____

(N/A is not an acceptable answer - insert lines if needed)

15. List three (3) Parking Lot Repair projects similar to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, email, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

Project Number 1

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description:

Size of Building:

Location:

Completion Date:

Commercial or Residential?

Prime Contractor or Subcontractor: _____

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

16. CERTIFICATION

This bid is submitted by: I, _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

Signature Title

If a corporation renders this Bid, the corporate seal attested by the secretary shall be affixed below. Any agent signing this Bid shall attach to this form evidence of legal authority.

(Seal)

***** ***(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)*** *****

CITY OF PORT SAINT LUCIE
CONTRACT FORM #20160168

This CONTRACT, executed this _____ day of _____, 20__, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor* (Contractor), a Florida Corporation, *address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

All notices or other communications hereunder shall be in writing and shall be deemed duly given if sent by certified mail with return receipt request, email (with proof of confirmation) and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

SECTION I
NOTICES

Project Manager:
City of Port St. Lucie
Parks & Recreation Department
Attn: Ron Finks, Project Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5389/ Fax: 772-871-5290
Email: rfinks@cityofpsl.com

City Contract Administrator:
City of Port St. Lucie
Procurement Management Department
Attn: Sherri Hawes, Buyer
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Telephone: 772-871-5221 / Fax: 772-871-7337
Email: shawes@cityofpsl.com

Contractor:
_____
_____
_____
_____
Project Manager: _____
Telephone: _____ Fax: _____
Email: _____

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the E-Bid Specifications #20160168, all agenda, attachments and all associated permits are made part of this Contract for the exterior Parking Lot Repairs at Sportsman's Park and Swan Park, are hereby incorporated by this reference.

Premises - Sportsman's Park East 201 NW Prima Vista Blvd. and Swan Park 700 SW Carmelite, Port St. Lucie, Florida.

SCOPE OF WORK – The Contractor is required to perform all the preparation necessary for the Parking Lot Repairs at Sportsman's Park (Basketball & Maintenance Shop/Field #4) and Swan Park. All areas in need of repair have been marked with orange paint. Remove all areas of tree root intrusion and reconstruct the damaged areas in parking lot. Seal coat the complete parking lot, repaint all painted lines including the handicap parking area and reset all parking stops. During the repairs half of the parking lot shall remain open and usable. All work will conform to ADA specifications and conform to current City codes and requirement. The current parking lot layout will remain the same.

Sportsman's Park Field Maintenance Shop/Field #4 and Swan Park:

- Remove all parking stops from existing location (any parking stops broken shall be replaced by the Contractor)
- Remove existing asphalt (approx. two (2") inch depth) in all areas as marked with orange paint
- Remove all tree root intrusion in damaged area (marked with orange paint)
- Remove all debris off site and is to be disposed of in appropriate manner
- Install new rock sub base (approx. six (6") inch depth) at areas disturbed by root intrusion
- Install new asphalt at each repair location (level with the existing asphalt)

Pavement shall meet the following requirements:

All unstable materials such as muck, peat, plastic, clay and marls shall be removed from roadbed area. The areas shall than be backfilled with suitable material, and the subgrade stabilization to a depth of ten (10") inches below the base course to seventy-five (75) pounds per square inch, Florida Bearing Value. The materials to be added for stabilization shall be either high bearing soils, sand clay, ground limerock or any other materials which is suitable (Muck shall not be used).

Materials	Structure Number	Asphalt Thickness	Base Thickness	Subgrade Thickness
Parking Lots and Local Roads	1.89	1 ½ inch	6 inches	8 inches

All areas repaired shall be level with existing pavement.

- Seal coat entire parking lot as per specifications provided on Attachment C
- Restripe all parking lines, direction indicators, handicap parking areas and loading zones as per Federal Specification TTP-1952B.
- Reset all parking stops

- All work shall be inspected by Park Staff as required.

Sportsman's Park Basketball Parking Lot:

- The existing parking lot resealed and restriped only

Hours of Service - Work shall be performed by the Contractor between the hours of 8:00 am and 5:00 pm, Monday thru Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

All night, Saturday, Sunday, and/or Holiday work must be authorized by the City and requires that the Contractor obtain a noise permit from the City Police Department. All night work within the City's right-of-way requires a minimum forty eight (48) hour prior notice to the City. This clause shall not pertain to crews organized to perform maintenance work on equipment or to operate and maintain special equipment such as dewatering pumps, which may be required to work twenty four (24) hours per day.

SECTION III
TIME OF PERFORMANCE

The Contract period shall begin_____2016 and will extend for thirty (30) calendar days and terminated on_____2016. The Contractor will be required to commence work under this contract ten (10) calendar days after the start date identified in this contract. In the event all work required in the bid specifications has not been completed by the end of the Contract period, the Contractor agrees to provide work as authorized by the Contract Supervisor until all work specified in the bid specifications has been rendered and accepted by the City.

SECTION IV
RENEWAL OPTION

"N/A"

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is a lump sum in the amount of $ _____, plus a one-time only payment of ten-dollar ($10.00) for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments – N/A

Acceptance and Final Payment - Upon receipt of written notice that each project is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed, City will promptly issue a final certificate, stating that the work provided for in the Contract has been completed and that the City's final acceptance of the Contractor's work under the terms and the conditions of this Contract is authorized and the entire balance due the Contractor will be paid to the Contractor in thirty (30) calendar days after the date of said final certificate. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications, and less any liquidated damages assessed against the Contractor.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-sub contractors are to be attached to the final invoice.

Invoice for services shall be submitted once a month, by the tenth (10th) day of the month, and payment shall be made in thirty (30) calendar days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payment shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation including any necessary release of liens, and is approved by Project Manager as required under Section XIV of the Contract.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims and liens arising out of or resulting from the Contractor's performance of the work under the contract, an affidavit asserting and confirming that to the Contractor's personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor shall indemnify and hold harmless the City, its Officers and their employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent, recklessness, or intentional wrongful conduct of the design professional/Contractor or and persons other employed or utilized by the Contractor in the performance of the Contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St.

Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage should apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20371001 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured with a its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, Parking Lot Repairs at Sportsman's Park and Swan Park shall be listed as additionally insured, Contract #20160168".** The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of

the City. Copies of the Additional Insured endorsements including Completed Operations coverage should be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage should apply on a primary basis.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department reserves the right, but not the obligation, to review and reject any insurer providing coverage.

The failure on the part of the Contractor to execute the contract and/or punctually deliver the required insurance certification and other documentation may be a cause for annulment of the award.

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to

the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PAYMENT AND PERFORMANCE BOND

"N/A"

SECTION XI
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XII
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION XIII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIV
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in SectionV. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and

without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City, may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during this period, the Contractor shall, at their expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, at the City's option, will be invoiced to the Contractor and/or deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other conditions contained in the Contract.

SECTION XV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply. If there is a conflict between the Contract and specifications, the Contract will control.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are installed, or accepted by the City, whichever last occurs.

Miscellaneous Testing - The Contractor shall reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials

expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses - If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

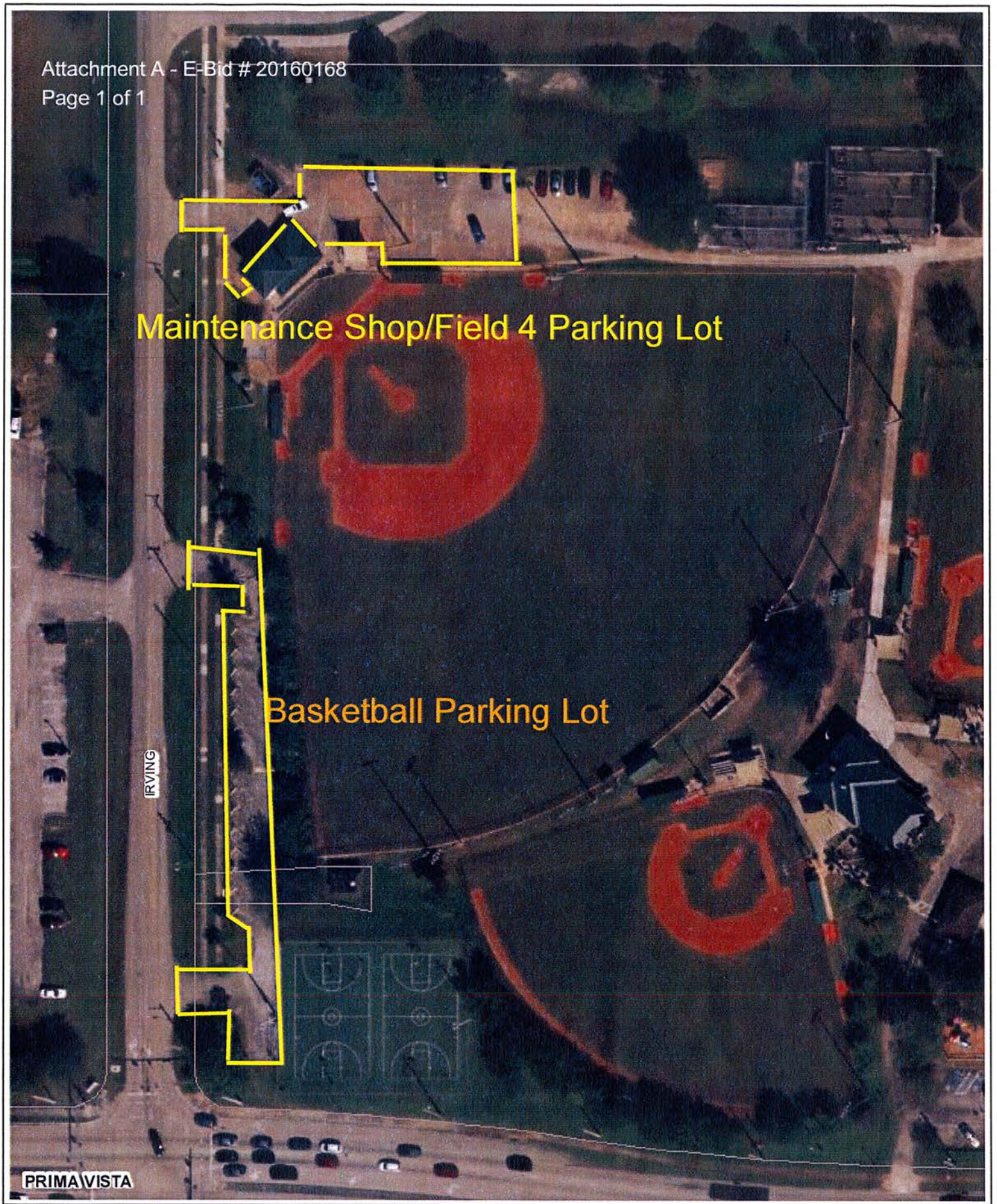
Cooperative Purchasing Agreement - This bid may be expanded to include other governmental agencies provided a cooperative Purchasing Agreement exists or an Inter-local Agreement for joint purchasing exists between the City and other public agencies. The Contractors may agree to allow other public agencies to contract with them for the same items at the same terms and conditions as this bid, during the period of time that this bid is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that he authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the selected Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment - The Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.



Sportsman Park Parking Lots

201 N.W. Prima Vista Blvd. PSL 34983

Map produced by the City of Port St Lucie City Council Map Generator Website on: 7/21/2016

Scale: 0 0.005 0.01 0.02 mi

Swan Park Parking Lot

700 S.W Carmelite Street PSL 34983

Map produced by the City of Port St Lucie City Council Map Generator Website on: 7/21/2016

Scale:

0 0.005 0.01 0.02

mi

SealMaster®
Pavement Products & Equipment

SealMaster® Coal Tar Concentrate
Pavement Sealer

SMT - 100

Revised: 1/14

1. PRODUCT NAME
SealMaster Coal Tar Concentrate Pavement Sealer

2. MANUFACTURER
SealMaster has a nationwide network of manufacturing and distribution facilities.

Phone: 800-395-7325
www.sealmaster.net

3. PRODUCT DESCRIPTION & BENEFITS
SealMaster Coal Tar Concentrate Pavement Sealer is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer designed to protect and beautify asphalt pavement. Coal Tar Concentrate is formulated to be job-mixed with water and aggregate.

Basic Uses: SealMaster Coal Tar Concentrate is designed to beautify and protect asphalt pavement surfaces including parking lots, airports, driveways, shopping malls, roadways, and more.

Composition: SealMaster Coal Tar Concentrate is a clay-stabilized, fuel-resistant coal tar emulsion pavement sealer fortified with special surfactants to promote superior adhesion and durability. Select aggregate is job-mixed to produce a slip-resistant coating.

Sizes: SealMaster Coal Tar Concentrate is available in 4,000 gallon bulk tankers, 55-gallon drums, and 5-gallon pails.

Color: SealMaster Coal Tar Concentrate dries to a deep, rich black color.

Limitations: SealMaster Coal Tar Concentrate shall not be applied when temperature is expected to drop below 50°F at any time within a 24 hour period after application.

4. TECHNICAL DATA
SealMaster Coal Tar Concentrate meets the requirements of ASTM D 5727, RP 355e, ASTM D 490, FAA P627, FAA P628, FAA P630, and P631 specifications for coal tar pitch emulsion (CTPE) pavement sealer.

Environmental Considerations: SealMaster Coal Tar Concentrate does not contain asbestos. Coal Tar Concentrate is an environmentally friendly water based pavement sealer containing less than 50 grams per liter volatile organic content (VOC).

Physical/Chemical Properties: SealMaster Coal Tar Concentrate is a premium quality pavement sealer that meets the following material requirements when tested in accordance with ASTM D 140, ASTM D 466, ASTM D 490, ASTM B117, ASTM D 529, ASTM D 2939, and ASTM D244 procedures. (see chart below)

5. INSTALLATION
Surface must be clean and free from all loose material and dirt. Pavement surface repairs should be made with a suitable hot or cold asphalt mix. Cracks should be filled with SealMaster hot pour or cold applied crack fillers. Treat all grease, oil, and gasoline spots or stains with SealMaster Petro Seal™ or Prep Seal™.

Methods: SealMaster Coal Tar Concentrate shall be applied by either pressurized spray application equipment or self-propelled squeegee equipment. Pressurized spray equipment shall be capable of spraying pavement sealer with sand added. Equipment shall have continuous agitation or mixing capabilities to maintain homogeneous consistency of pavement sealer mixture throughout the application process. Self-propelled squeegee equipment shall have at least 2 squeegee or brush devices (one behind the other) to assure adequate distribution and penetration of sealer into bituminous pavement. Hand squeegees and brushes shall be acceptable in areas where practicality prohibits the use of mechanized equipment.

TEST	SPECIFICATIONS	RESULT
Material	Material shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.	PASSES
Chem. & Physical Analysis		
- Non Volatiles %	47% Minimum	PASSES
- Ash Non Volatiles %	30 - 40	PASSES
- Solubility of Non Volatiles in CS_2%	20 Min.	PASSES
- Specific Gravity 25°C	1.20 Minimum	PASSES
Drying Time	8 Hr. Max.	PASSES
Adhesion & Resistance to Water	No Penetration or Loss of Adhesion	PASSES
Resistence to Heat	No Blistering or Sagging	PASSES
Flexibility	No Cracking or Flaking	PASSES
Resistence to Impact	No Chipping, Flaking or Cracking	PASSES
Resistence to Volatilization	10% Loss in Weight Max.	PASSES
Wet Film Continuity	Smooth, Nongranular Free from Coarse Particles	PASSES
Resistance to Kerosene	No loss of adhesion or penetration	PASSES
P-625 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES
P-630 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES
P-631 Fuel Resistance Test	Evaluation of Fuel Resistance	PASSES

SealMaster® Coal Tar Concentrate
Pavement Sealer
SMT - 100

SealMaster
Revised: January 2014
(Supersedes SMT-100 (12/09), (10/11), (6/13), (9/13)

PAVING AND SURFACING
Pavement Sealer

SealMaster® Coal Tar Concentrate
Pavement Sealer

Mixing Procedures:
- For optimum results, SealMaster Coal Tar Concentrate Pavement Sealer shall be mixed in accordance with the following mix design (based on 100 gallons for ease of calculation):

Coal Tar Concentrate.....100 gals.
Water.....30-40 gals.
Sealer V.M. Polymer Additive.....1-2 gals.
Sand*.....300-500 lbs.
*(40-70 mesh AFS rating)

IMPORTANT: The above mix design is a typical recommendation. Alternative mix designs may be substituted to account for local pavement conditions and use of other pavement sealer additives. However, in all cases sand shall be used in the mix design.

NOTE: Sealer V.M. is manufactured by ThorWorks and is available from your local SealMaster facility.

Application: For optimum performance and durability apply two coats of properly mixed SealMaster Coal Tar. A third coat of mixed Coal Tar Sealer may be applied to high traffic areas such as entrances, exits, and drive lanes.

Application Rate of Mixed Coal Tar Sealer: Apply properly mixed Coal Tar Sealer (Coal Tar Concentrate, Water, Sand, Additive) at a rate of .11 to .13 gallon per square yard (70-82 square feet per gallon) per coat.

Estimating Material Requirements: To estimate gallons of SealMaster Coal Tar Concentrate required to cover a specific area use the following coverage rate:
• One gallon of SealMaster Coal Tar Concentrate will cover approximately 100-120 square feet (11.1 to 13.3 square yards) per coat when properly mixed and applied.

Note: Coverage rates may vary due to pavement age and porosity.

Precautions: Both surface and ambient temperature shall be a minimum of 50°F. Temperature shall not drop below 50°F in a 24 hour period following application. New asphalt surfaces should be allowed to cure a minimum of four weeks under ideal weather conditions (70°F) before applying Coal Tar Concentrate. Keep Out Of Reach Of Children. Do not store unopened drums or pails in freezing temperatures.

6. AVAILABILITY & COST

Availability: SealMaster Coal Tar Concentrate is supported by a nationwide network of SealMaster manufacturing facilities along with a national network of professional applicators.

Cost: Cost information can be obtained from a local SealMaster Coal Tar Concentrate applicator. Contact SealMaster for the Coal Tar Concentrate representative in your area.

7. WARRANTY
SealMaster warrants that SealMaster Coal Tar Concentrate meets the chemical composition and performance requirements set forth in section 4. Liability to the buyer or user of this product is limited to the replacement value of the product only.

8. MAINTENANCE
Periodic cleaning of parking lot surface will ensure optimum product service life.

9. TECHNICAL SERVICES

Manufacturer: Complete product specifications, material safety data sheets, and technical assistance is available from SealMaster.

Professional Applicators: Your local SealMaster Coal Tar Concentrate applicator is available to provide on-site inspections and recommendations to meet your specific needs.

10. FILING SYSTEMS

- Sweet's Catalog
- Sweet's CD
- Sweet's Online
- Sweet's Directory
- SealMaster Online Specification at www.sealmaster.net
- Complete SealMaster Product and Equipment Catalog Available

The statements made on this specification sheet are believed to be true and accurate and are intended to provide a guide for approved application practices. As workmanship, weather, construction, condition of pavement, tools utilized, and other variables affecting results are all beyond our control, the manufacturer warrants only that the material conforms to product specifications and any liability to the buyer or user of this product is limited to the replacement value of the product only. The manufacturer expressly disclaims any implied warranties of merchantability or fitness for a particular purpose. Warranty is void on multi-coat applications if material made by other manufacturers is used with this product.

Form No.: SMT- 100
Revised: 1/14
Supersedes: SMT-100 (12/09), (10/11), (6/13), (9/13)

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SealMaster
Phone: 1-800-395-7325

www.sealmaster.net

SealMaster®
Pavement Products & Equipment

BID OPENING ATTENDANCE
SEALED BID-201600168-SH
Parking Lot Repairs at Sportsman's Park and Swan Park
August 3, 2016 @ 2:00 p.m.

	Name (Please PRINT legibly)	**Agency**	**E-Mail Address**	**Telephone # & FAX #**
1.	Sherri Hawes	City – PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.				T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

NEGOTIATION ATTENDANCE
BID-201600168-SH
Parking Lot Repairs at Sportsman's Park and Swan Park
August 12, 2016 @ 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Sherri Hawes	City – PMD	shawes@cityofpsl.com	T772-871-5221
				F772-871-7337
2.	Robyn Holder	City-PMD		T
				F
3.	Mike Dexter	SLD	MDEXTER@SUNSHINE	T 2609277
			LANDDESIGN.COM	F
4.	Mike Kendrick	Parks + Rec.	MKendrick@cityPSL.com	T
				F
5.				T 370-3901
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Cheryl Shanaberger, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: #20160177 Declaration of Surplus Assets

Submittal Date: 8/12/2016

STRATEGIC PLAN LINK: Goals 2020, Financially Sound City, High Performance City Organization, Objective 3 "Have a structurally sound annual budget with current revenues supporting current services and levels of service".

BACKGROUND: City Ordinance #35.09 requires any surplus asset of $1,000 value or greater to be declared surplus and their sale approved by the City Council. The attached twenty four (24) Request to Relinquish Surplus forms and Vehicle/Equip-Trailer/Auction List are expected to have a value of $1,000 or more. City Council approved entering into Contract #20130091 with The Public Group, L.L.C. to conduct on-line auctions for equipment.

ANALYSIS: Staff has reviewed the Request to Relinquish Surplus Forms for three (3) vehicles and one (1) for other types of equipment as outlined on the attached list and have determined that the on-line auction is the best solution for the sale of these surplus items. The Public Group L.L.C. conducts on-line auctions for a large group of government agencies throughout the United States which provides an excellent buyer list. Also, selling these items now will allow for an optimum price. The process eliminates storage cost and prevents equipment damage from being idle and there is no staff used to move and locate equipment for an on-site auction. The City has had positive results using this new process. Forty six (46) vehicles, and twenty six (26) heavy/industrial pieces of equipment to date have been auctioned

online, resulting in an average of 115% increase from similar vehicles and equipment sold in previous on-site auctions.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: To declare the attached listing as surplus and approve their sale by a public auction conducted by The Public Group, L.L.C.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Vehicle/Equip-Trailer/Auction List, Request to Relinquish Surplus Forms

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

AUG 1 2 2016

CITY MANAGER'S OFFICE

City of Port St. Lucie
2015/2016 Vehicle/Equip-Trailer/Auction List
To City Council for Approval 8/22/2016

H:\WORD\BIDS-16\20160177-BL\[On Line Auction To City Council 08-22-2016.xlsx]2016

	Dept.	Unit #	Year/Make	ID Number	Fixed Asset #	City Tag	
Police Department:							
1	2112	U525	2003 Dodge Ram Pick-up Truck	1D7HA18N63S267518	10500	229962	FORF
2	2112	U572	2007 Dodge Ram Pick-up Truck	1D7HA18P97S149924	22097	XC5580	FORF
3	2115	U557	2003 Chevy Blazer	1GNDT13X03K147281	8411	221553	

Total - 3

Total Vehicles - 3

Trailers /Equipment:

City Clerk

1	1210	Russ Bassett Corp - Microfilm Storage File Cabinet		16128	

Total Trailers/Equip - 1

Grand Total - 4

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 7/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [signature]

CONTACT PERSON AND TELEPHONE NUMBER Sally Walsh 7354

DEPARTMENT City Clerk

ITEM DESCRIPTION Russ Bassett Corp - Microfilm Storage File Cabinet

ITEM LOCATION City Clerk

MANUFACTURER Russ Bassett Corp

MODEL # N/A SERIAL # N/A

FIXED ASSET # 16128 EST. CURRENT VALUE $ 3,000

CONDITION: (X) EXCELLENT ( ) GOOD ( ) FAIR ( ) POOR ( ) TRASH

REASON FOR REQUEST No longer Needed - Unused.
TRANSFER **FROM** DEPARTMENT _____
TO DEPARTMENT _____
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (✓) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
(✓) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: [signature] 7-28-16

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/___

****

RECEIVED
JUL 28 2016
Procurement Management Department

CC

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 8 / 9 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER 7724187546 Mann, R.

DEPARTMENT Police Department (2112) FORF

ITEM DESCRIPTION 2003 Dodge Ram (U525)

ITEM LOCATION Thornhill Maintenance Site

MANUFACTURER DODGE

MODEL # RAM 1500 SERIAL # 1D7HA18N63S267518

FIXED ASSET # 10500 EST. CURRENT VALUE $ $1200

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR () TRASH

REASON FOR REQUEST Deadlined-
TRANSFER **FROM** DEPARTMENT N/A
TO DEPARTMENT N/A
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cliff Shaalow 8-12-16

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ___/___/___

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___

****

RECEIVED
AUG 10 2016
Procurement Management Department

$ INTO 603
2003 DODGE PER Alina 8/12/16 - She has tag

CM

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 8 / 9 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER 7724187546 Mann, R.

DEPARTMENT Police Department (2112)

ITEM DESCRIPTION 2007 Dodge Ram Pick Up Truck (U572) - FORF

ITEM LOCATION Thornhill Maintenance Site

MANUFACTURER DODGE

MODEL # RAM SERIAL # 1D7HA18P97S149924

FIXED ASSET # 22097 EST. CURRENT VALUE $ $1200

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR () TRASH

REASON FOR REQUEST Deadlined-
TRANSFER **FROM** DEPARTMENT N/A
TO DEPARTMENT N/A
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Jeff Sharkey

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/____

****

RECEIVED
AUG 10 2016
Procurement Management Department

$ INTO 603
ALINA HAS TAG

CR

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 8 / 9 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) John A. Boldue

CONTACT PERSON AND TELEPHONE NUMBER 7724187546 Mann, R.

DEPARTMENT Police Department (2115) CID

ITEM DESCRIPTION 2003 Chevy Blazer (U557)

ITEM LOCATION Thornhill Maintenance Site

MANUFACTURER Chevrolet

MODEL # Blazer SERIAL # 1GNDT13X03K147281

FIXED ASSET # 8411 EST. CURRENT VALUE $ $1000

CONDITION: ( ) EXCELLENT ( ) GOOD ( ) FAIR (X) POOR () TRASH

REASON FOR REQUEST Deadlined-
TRANSFER **FROM** DEPARTMENT N/A
TO DEPARTMENT N/A
IS ITEM TO BE USED AS A TRADE-IN? ( ) YES (X) NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

( ) TRADE-IN
( ) AUCTION ( ) RECYCLE/DISPOSE/RELINQUISH
(✓) ON LINE AUCTION ( ) STOLEN POLICE REPORT#_____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: [signature] 8-12-16

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE ____/____/____

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ____/____/____

****

RECEIVED
AUG 10 2016
Procurement Management Department

PD STILL HAS TAG

CW

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager
Sherman Conrad, Director, Parks & Recreation Department
Cheryl Shanaberger, Director, Procurement Management Department

FROM: Gina Jolly, Buyer, Procurement Management Department

Agenda Item: Motion: Contract # 20160148 Lease Agreement for 80 Golf Carts at the Saints Golf Course

Submittal Date: 8/11/2016

STRATEGIC PLAN LINK: Vision 2030 Guiding Principles, Principle H, Leisure Opportunities for an Active Lifestyle, Means 11 "Saints Golf Course with expanded amenities and golf packages" / Goals 2020, Goal 1 Financially Sound City High Performance City Organization, Objectives 7 "Maintain high customer satisfaction with City services"

BACKGROUND: Due to the high volume of rounds at The Saints Golf Course, along with the finite term of battery life, it is necessary to "turn over" our electric golf cart fleet and enter into a new lease agreement every three (3) years. This allows the Saints to maintain the safest and most up-to-date golf carts with technologies and creature comforts that are continually updated and engineered into each new fleet. The current lease expires on November 1, 2016 with a balloon payment of $136,000.00. Procurement Management Department requested proposals and received two (2) proposals. EZ-GO offered to assume the balloon payment and has agreed to enter into a new three (3) year lease through PNC Equipment Finance with a 2.95% interest rate. The new lease will be approximately $370.00 more per month than the old lease including a balloon payment of $136,000.00 at the end of the lease.

ANALYSIS: Staff has reviewed the proposals and determined that the best value to the City is to lease the EZ-GO golf carts. EZ-GO has provided the best price for the

new golf carts at $164,086.20 for the three (3) year lease and is offering $176,000.00 trade-in value of the old golf carts. The unsuccessful firm offered the lease at $204,969.60 for three (3) years with $144,000.00 trade-in. EZ-GO would be saving the City approximately $72,880.00 for the term of the lease.

FINANCIAL INFORMATION: Funds are budgeted in the Golf Course, Operations, Rentals & Lease Equipment

LEGAL INFORMATION: Reviewed by Ella Gilbert on 8/12/16 and approved as to form

STAFF RECOMMENDATION: Approve of award and Contract for #20160148 to PNC Equipment Finance for a three (3) year lease agreement of 80 EZ-GO golf carts in the amount of $54,692.00 per year. The lease will have an ending balloon payment of $136,000.00. Contract period will be 10/1/16 through 9/30/19.

SPECIAL CONSIDERATION:

PRESENTATION INFORMATION:

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: Saints Golf Course, 2601 S.E. Morningside Blvd.

ATTACHMENTS: Lease agreement, amortization schedule, successful proposal, bid tabulation, , unsuccessful proposal

RECEIVED

AUG 1 2 2016

CITY MANAGER'S OFFICE

Lease-Purchase Agreement

Dated as of July 29, 2016
Lease Number 199589000

Lessor:	PNC Equipment Finance, LLC 995 Dalton Avenue Cincinnati, OH 45203
Lessee:	LESSEE FULL LEGAL NAME City of Port St. Lucie 121 S.W. Port St. Lucie Blvd Port St. Lucie, FL 34984 FEDERAL TAX ID 596411662
Equipment Description	**See attached Certificate of Acceptance for Equipment Description**
Rent Payment Schedule	Lease Term is for 36 months, with Rent payments due ☒ monthly; ☐ quarterly; ☐ semi-annual; ☐ annually; each in the amount set forth in the attached Schedule of Payments. Lessee shall pay Rent payments exclusively from legally available funds in U.S. currency to Lessor in the amounts and on the dates set forth herein, without notice or demand.

TERMS AND CONDITIONS

1. **LEASE.** Subject to the terms of this Lease, Lessee agrees to lease from Lessor the equipment (the "Equipment") described in the attached Certificate of Acceptance when Lessor accepts this Lease. Lessee agrees to be bound by all the terms of this Lease.
2. **DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Acceptance of the Equipment occurs upon delivery. When Lessee receives the Equipment, Lessee agrees to inspect it and to verify by telephone or in writing such information as Lessor may require. Delivery and installation costs are Lessee's responsibility. If Lessee signed a purchase contract for the Equipment, by signing this Lease Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
3. **RENT.** Lessee agrees to pay Lessor Rent (plus applicable taxes) in the amount and frequency stated above. If Lessee's Rent payments are due in Advance, Lessee's first Rent payment is due on the date Lessee accepts the Equipment under the Lease. Lessor will advise Lessee as to (a) the due date of each Rent payment, and (b) the address to which Lessee must send payments. Rent is due whether or not Lessee receives an invoice from Lessor. Lessee will pay Lessor any required advance rent when Lessee signs this Lease. Lessee authorizes Lessor to change the Rent by not more than 15% due to changes in the Equipment configuration, which may occur prior to Lessor's acceptance of this Lease. Restrictive endorsements on checks Lessee sends to Lessor will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes will be added to the Rent.
   NON-APPROPRIATION OF FUNDS. Lessee intends to remit all Rent and other payments to Lessor for the full Lease Term if funds are legally available. In the event Lessee is not granted an appropriation of funds at any time during the Lease Term for the Equipment subject to this Lease and operating funds are not otherwise available to Lessee to pay the Rent and other payments due and to become due under this Lease, and there is no other legal procedure or available funds by or with which payment can be made to Lessor, and the non-appropriation did not result from an act or omission by Lessee, Lessee shall have the right to return the Equipment in accordance with Section 16 of the Lease and terminate this Lease on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee, except as the portion of Rent for which funds shall have been appropriated and budgeted. At least 30 days prior to the end of Lessee's fiscal year, Lessee's chief executive officer (or legal counsel) shall certify in writing that (a) funds have not been appropriated for the upcoming fiscal period, (b) such non-appropriation did not result from any act or failure to act by Lessee, and (c) Lessee has exhausted all funds legally available for the payment of Rent.
4. **UNCONDITIONAL OBLIGATION. LESSEE AGREES THAT IT IS UNCONDITIONALLY OBLIGATED TO PAY ALL RENT AND ANY OTHER AMOUNTS DUE UNDER THIS LEASE IN ALL FISCAL YEARS IN WHICH FUNDS HAVE BEEN APPROPRIATED NO MATTER WHAT HAPPENS, EVEN IF THE EQUIPMENT IS DAMAGED OR DESTROYED, IF IT IS DEFECTIVE OR IF LESSEE HAS TEMPORARY OR PERMANENT LOSS OF ITS USE. LESSEE IS NOT ENTITLED TO ANY REDUCTION OR SET-OFF AGAINST RENT OR OTHER AMOUNTS DUE UNDER THIS LEASE FOR ANY REASON WHATSOEVER.**
5. **DISCLAIMER OF WARRANTIES. THE EQUIPMENT IS BEING LEASED TO LESSEE IN "AS-IS" CONDITION. LESSEE AGREES THAT LESSOR HAS NOT MANUFACTURED THE EQUIPMENT AND THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSEE HAS NOT RELIED ON ANY STATEMENTS LESSOR OR ITS EMPLOYEES HAVE MADE. LESSOR HAS NOT MADE AND DOES NOT MAKE ANY EXPRESS OR IMPLIED REPRESENTATIONS OR WARRANTIES WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW.** Lessee is aware of the name of the Equipment manufacturer and will contact the manufacturer for a description of their warranty rights. If the manufacturer has provided Lessor with a warranty, Lessor assigns its rights to such warranty to Lessee and Lessee may enforce all warranty rights directly against the manufacturer of the Equipment. Lessee agrees to settle any dispute regarding performance of the Equipment directly with the manufacturer of the Equipment.
6. **TITLE AND SECURITY INTEREST.** Unless otherwise required by the laws of the state where Lessee is located, Lessee shall have title to the Equipment immediately upon delivery and shall be deemed to be the owner of the Equipment as long as Lessee is not in default under this Lease. In the event of a default, title to the Equipment shall revert to Lessor free and clear of any rights or interest Lessee may have in the Equipment. Lessor shall not have a security interest in any of the Equipment under the Uniform Commercial Code of the State of Florida. Nothing in the Lease shall be interpreted or construed as granting Lessor a security interest in or other lien or encumbrance on any Equipment. Notwithstanding anything to the contrary in the Lease, Lessor waives and releases any right that it may have at law or in equity to specific or compulsory performance of any agreement of Lessee to return the Equipment to Lessor, to transfer legal or beneficial title to the Equipment to Lessor or to repossess or foreclose on any Equipment.

7. **USE, MAINTENANCE AND REPAIR.** Lessee will not move the Equipment from the Equipment Location without Lessor's advance written consent. Lessee will give Lessor reasonable access to the Equipment Location so that Lessor can check the Equipment's existence, condition and proper maintenance. Lessee will use the Equipment in the manner for which it was intended, as required by all applicable manuals and instructions, and keep it eligible for any manufacturer's certification and/or standard full service maintenance contract. At Lessee's own cost and expense, they will keep the Equipment in good repair, condition and working order, ordinary wear and tear excepted. Lessee will not make any permanent alterations to the Equipment.
8. **TAXES.** Lessee agrees to pay Lessor, when invoiced, all taxes (including any sales, use and personal property taxes), fines, interest and penalties relating to this Lease and the Equipment (excluding taxes based on Lessor's net income). Lessee agrees to file any required personal property tax returns and, if Lessor asks, Lessee will provide Lessor with proof of payment. Lessor does not have to contest any tax assessments.
9. **INDEMNITY.** Lessor is not responsible for any injuries, damages, penalties, claims or losses, inducing legal expenses, incurred by Lessee or any other person caused by the transportation, installation, manufacture, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment. To the extent permitted by law, Lessee agrees to reimburse Lessor for and defend Lessor against any claims for such losses, damages, penalties, claims, injuries, or expenses. This indemnity continues even after this Lease has expired, for acts or omissions which occurred during the Lease Term.
10. **IDENTIFICATION.** Lessee authorizes Lessor to insert or correct missing information on this Lease, including Lessee's official name, serial numbers and any other information describing the Equipment. Lessor will send Lessee copies of such changes. Lessee will attach to the Equipment any name plates or stickers Lessor provides.
11. **LOSS OR DAMAGE.** Lessee is responsible for any loss of the Equipment from any cause at all, whether or not insured, from the time the Equipment is shipped to Lessee until it is returned to Lessor. If any item of Equipment is lost, stolen or damaged, Lessee will promptly notify Lessor of such event. Then, at Lessor's option, Lessee will either (a) repair the Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, or (b) pay Lessor an amount equal to the Net Book Value (as defined in Section 14) of the lost, stolen or damaged Equipment. If Lessee has satisfied their obligations under this Section 11, Lessor will forward to Lessee any insurance proceeds which Lessor receives for lost, damaged, or destroyed Equipment. If Lessee is in default, Lessor will apply any insurance proceeds Lessor receives to reduce Lessee's obligations under Section 14 of this Lease.
12. **INSURANCE.** Lessee agrees to (a) keep the Equipment fully insured against loss, naming Lessor as loss payee, and (b) obtain a general public liability insurance policy covering both personal injury and property damage in amounts not less than Lessor may tell Lessee, naming Lessor as additional insured, until Lessee has met all their obligations under this Lease. Lessor is under no duty to tell Lessee if Lessee's insurance coverage is adequate. The policies shall state that Lessor is to be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. Upon Lessor's request, Lessee agrees to provide Lessor with certificates or other evidence of insurance acceptable to Lessor. If Lessee does not provide Lessor with evidence of proper insurance within ten days of Lessor's request or Lessor receives notice of policy cancellation, Lessor may (but Lessor is not obligated to) obtain insurance on Lessor's interest in the Equipment at Lessee's expense. Lessee will pay all insurance premiums and related charges.
13. **DEFAULT.** Lessee will be in default under this Lease if any of the following happens: (a) Lessor does not receive any Rent or other payment due under this Lease within ten days after its due date, (b) Lessee fails to perform or observe any other promise or obligation in this Lease and does not correct the default within ten days after Lessor sends Lessee written notice of default, (c) any representation, warranty or statement Lessee has made in this Lease shall prove to have been false or misleading in any material respect, (d) any insurance carrier cancels or threatens to cancel any insurance on the Equipment, (e) the Equipment or any part of it is abused, illegally used, misused, lost, destroyed, or damaged beyond repair, (f) a petition is filed by or against Lessee under any bankruptcy or insolvency laws, or (g) Lessee defaults on any other agreement between it and Lessor (or Lessor's affiliates).
14. **REMEDIES.** Upon the occurrence of a default, Lessor may, in its sole discretion, do any or all of the following: (a) provide written notice to Lessee of default, (b) as liquidated damages for loss of a bargain and not as a penalty, declare due and payable, the present value of (i) any and all amounts which may be then due and payable by Lessee to Lessor under this Lease, plus (ii) all Rent payments remaining through the end of the then current fiscal year, discounted at the higher of 3% or the lowest rate allowed by law (collectively, the "Net Book Value") and (c) require Lessee to immediately return the Equipment to Lessor. Lessor has the right to require Lessee to make the Equipment available to Lessor for repossession during reasonable business hours or Lessor may repossess the Equipment, so long as Lessor does not breach the peace in doing so, or Lessor may use legal process in compliance with applicable law pursuant to court order to have the Equipment repossessed. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. If Lessor takes possession of the Equipment Lessor may (a) sell or lease the Equipment at public or private sale or lease, and/or (b) exercise such other rights as may be allowed by applicable law. Although Lessee agrees that Lessor has no obligation to sell the Equipment, if Lessor does sell the Equipment, Lessor will reduce the Net Book Value by the amounts Lessor receives. Lessee will immediately pay Lessor the remaining Net Book Value. Lessee agrees (a) that Lessor only needs to give ten days advance notice of any sale and no notice of advertising, (b) to pay all of the costs Lessor incurs to enforce Lessor's rights against Lessee, including attorney's fees, and (c) that Lessor will retain all of Lessor's rights against Lessee even if Lessor does not choose to enforce them at the time of Lessee's default.
15. **LESSEE'S OPTION AT END OF LEASE.** Provided Lessee is not in default, upon expiration of the Lease Term Lessee shall purchase all but not less than all of the Equipment **for $136,000.00** (plus all sales and other applicable taxes).
16. **RETURN OF EQUIPMENT.** If (a) default occurs, or (b) a non-appropriation of funds occurs in accordance with Section 3, Lessee will immediately return the Equipment to any location(s) in the continental United States and aboard any carriers(s) Lessor may designate. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, maintained in accordance with Section 7, and in "Average Saleable Condition." "Average Saleable Condition" means that all of the Equipment is immediately available for use by a third party buyer, user or lessee, other than Lessee named in this Lease, without the need for any repair or refurbishment. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Rent until the Equipment is received and accepted by Lessor.
17. **REPRESENTATIONS AND WARRANTIES.** Lessee hereby represents and warrants to Lessor that as of the date of this Lease, and throughout the Lease Term: (a) Lessee is the entity indicated in this Lease; (b) Lessee is a State or a fully constituted political subdivision or agency of the State in which Lessee is located; (c) Lessee is duly organized and existing under the Constitution and laws of the State in which Lessee is located; (d) Lessee is authorized to enter into and carry out Lessee's obligations under this Lease, any documents relative to the acquisition of the Equipment and any other documents required to be delivered in connection with this Lease (collectively, the "Documents"); (e) the Documents have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, rules, ordinances, and regulations, the Documents are valid, legal, binding agreements, enforceable in accordance with their terms and the person(s) signing the Documents have the authority to do so, are acting with the full authorization of Lessee's governing body, and hold the offices indicated below their signature, each of which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take all necessary action to include in Lessee's annual budget any funds required to fulfill their obligations for each fiscal year during the Lease Term; (h) Lessee has complied fully with all applicable law governing open meetings, public bidding and appropriations required in connection with this Lease and the acquisition of the Equipment; (i) Lessee's obligations to remit Rent under this Lease constitutes a current expense and not a debt under applicable state law and no provision of this

Lease constitutes a pledge of Lessee's tax or general revenues, and any provision which is so constructed by a court of competent jurisdiction is void from the inception of this lease; (j) all payments due and to become due during Lessee's current fiscal year are within the fiscal budget of such year, and are included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment; (k) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow the interest portion of any Rent payment to become includible in Lessor's gross income for Federal income taxation purposes under the Internal Revenue Code of 1986, as amended, (the "Code"); (l) Lessee shall maintain a complete and accurate record of all assignments of this Lease in the form sufficient to comply with the book entry requirements of Section 149(a) of the Code and the regulations prescribed there under from time to time; (m) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code; such compliance shall include, but not be limited to, the execution of IRS Form 8038-G or 8038-GC; and (n) all financial information Lessee has provided to Lessor is true and accurate and provides a good representation of Lessee's financial condition.

18. Lessor acknowledges that (a) no Lease will be a general obligation of Lessee, (b) no Lease will be payable from a pledge of ad valorem taxes, and (c) no Lease shall constitute a pledge of either the full faith and credit of Lessee or the taxing power of Lessee.
19. **LESSEE'S PROMISES.** In addition to the other provisions of this Lease, Lessee agrees that during the term of this Lease (a) Lessee will promptly notify Lessor in writing if it moves Lessee's principal office or it changes its name or legal structure, (b) Lessee will provide to Lessor such financial information as may reasonably request from time to time, and (c) Lessee will take any action Lessor reasonably requests to protect Lessor's rights in the Equipment and to meet Lessee's obligations under this Lease.
20. **ASSIGNMENT. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT.** Lessee will not attach any of the Equipment to any real estate. Upon Lessor's reasonable request and at Lessee's cost, Lessee will obtain from each person having an interest in the real estate where the Equipment is located a waiver of any rights they may have in the Equipment.
21. **ASSIGNMENT BY LESSOR.** This Lease, and the rights of Lessor hereunder and in and to the Equipment, may be assigned and reassigned in whole or in part to one or more assignees by Lessor or its assigns at any time without the necessity of obtaining the consent of Lessee; provided, however, no such assignment or reassignment shall be effective unless and until Lessee shall have been given written notice of assignment disclosing the name and address of the assignee or its agent authorized to receive payments and otherwise service this Lease on its behalf. Upon receipt of notice of assignment, Lessee agrees to record the same in records maintained for such purpose, and further, to make all payments as designated in the assignment, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach of this Lease or otherwise) that Lessee may from time to time have against Lessor or Lessor's assigns. Lessee agrees to execute all documents, including acknowledgments of assignment, which may reasonably be requested by Lessor or its assigns to protect their interests in the Equipment and in this Lease.
22. **COLLECTION EXPENSES, OVERDUE PAYMENT, TERMINATION.** Lessee agrees that Lessor can, but does not have to, take on Lessee's behalf any action which Lessee fails to take as required by this Lease, and Lessor's expenses will be in addition to that of the Rent which Lessee owes Lessor. If Lessor receives any payment from Lessee after the due date, Lessee shall pay Lessor on demand as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law. Upon 30 days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment covered by the Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value amount set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.
23. **AGREED LEASE RATE FACTOR.** Lessee understands that the Equipment may be purchased for cash (the "Equipment Cost") or it may be leased. By signing this Lease, Lessee acknowledges that is has chosen to lease the Equipment from Lessor for the Lease Term and that Lessee has agreed to pay Rent. Each payment of Rent includes a principal amount based on the Equipment Cost and a lease charge rate. If it is determined that Lessee's payments under this Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal and interest will be charged at the highest rate allowed by law. In no event will Lessor charge or receive or will Lessee pay any amounts in excess of the legal amount.
24. **MISCELLANEOUS.** This Lease contains the entire agreement and supersedes any conflicting provision of any equipment purchase order or any other agreement. **TIME IS OF THE ESSENCE IN THIS LEASE.** If a court finds any provision of Lease to be unenforceable, the remaining terms of this Lease shall remain in effect. **THIS LEASE IS A "FINANCE LEASE" AS DEFINED IN ARTICLE 2A OF THE UNIFORM COMMERCIAL CODE.** Lessee authorizes Lessor (or Lessor's agent) to (a) obtain credit reports, (b) make such other credit inquires as Lessor may deem necessary, and (c) furnish payment history information to credit reporting agencies. To the extent permitted by law, Lessor may charge Lessee a fee of $250.00 to cover Lessor's documentation and investigation costs.
25. **NOTICES.** All of Lessee's written notices to Lessor must be sent by certified mail or recognized overnight delivery service, postage prepaid, to Lessor at Lessor's address stated in this Lease, or by facsimile transmission to Lessor's facsimile telephone number, with oral confirmation of receipt. All of Lessor's notices to Lessee may be sent first class mail, postage prepaid, to Lessee's address stated in this Lease. At any time after this Lease is signed, Lessee or Lessor may change an address or facsimile telephone number by giving notice to the other of the change.
26. **ANTI-MONEY LAUNDERING/INTERNATIONAL TRADE COMPLIANCE.** Lessee represents and warrants to Lessor, as of the date of this Lease, the date of each advance of proceeds under the Lease, the date of any renewal, extension or modification of this Lease, and at all times until the Lease has been terminated and all amounts thereunder have been indefeasibly paid in full, that: (a) no Covered Entity (i) is a Sanctioned Person; or (ii) does business in or with, or derives any of its operating income from investments in or transactions with, any Sanctioned Country or Sanctioned Person in violation of any law, regulation, order or directive enforced by any Compliance Authority; (b) the proceeds of the Lease will not be used to fund any unlawful activity; (c) the funds used to repay the Lease are not derived from any unlawful activity; and (d) each Covered Entity is in compliance with, and no Covered Entity engages in any dealings or transactions prohibited by, any laws of the United States.

    As used herein: "**Compliance Authority**" means each and all of the (a) U.S. Treasury Department/Office of Foreign Assets Control, (b) U.S. Treasury Department/Financial Crimes Enforcement Network, (c) U.S. State Department/Directorate of Defense Trade Controls, (d) U.S. Commerce Department/Bureau of Industry and Security, (e) U.S. Internal Revenue Service, (f) U.S. Justice Department, and (g) U.S. Securities and Exchange Commission; "**Covered Entity**" means Lessee, its affiliates and subsidiaries and direct and indirect owners; "**Sanctioned Country**" means a country subject to a sanctions program maintained by any Compliance Authority; and "**Sanctioned Person**" means any individual person, group, regime, entity or thing listed or otherwise recognized as a specially designated, prohibited, sanctioned or debarred person or entity, or subject to any limitations or prohibitions (including but not limited to the blocking of property or rejection of transactions), under any order or directive of any Compliance Authority or otherwise subject to, or specially designated under, any sanctions program maintained by any Compliance Authority.
27. **USA PATRIOT ACT NOTICE.** To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each lessee that opens an account. What this means: when the Lessee opens an account, Lessor will ask for the business name, business address, taxpayer identifying number and other information that will allow the Lessor to identify

Lessee, such as organizational documents. For some businesses and organizations, Lessor may also need to ask for identifying information and documentation relating to certain individuals associated with the business or organization.

28. **WAIVERS. LESSOR AND LESSEE EACH AGREE TO WAIVE, AND TO TAKE ALL REQUIRED STEPS TO WAIVE, ALL RIGHTS TO A JURY TRIAL.** To the extent Lessee is permitted by applicable law, Lessee waives all rights and remedies conferred upon a lessee by Article 2A (Sections 508-522) of the Uniform Commercial Code including but not limited to Lessee's rights to: (a) cancel or repudiate this Lease; (b) reject or revoke acceptance of the Equipment; (c) recover damages from Lessor for any breach of warranty or for any other reason; (d) grant a security interest in any Equipment in Lessee's possession. To the extent Lessee is permitted by applicable law, Lessee waives any rights Lessee now or later may have under any statute or otherwise which requires Lessor to sell or otherwise use any Equipment to reduce Lessor's damages, which requires Lessor to provide Lessee with notice of default, intent to accelerate amounts becoming due or acceleration of amounts becoming due, or which may otherwise limit or modify any of Lessor's rights or remedies. **ANY ACTION LESSEE TAKES AGAINST LESSOR FOR ANY DEFAULT, INCLUDING BREACH OF WARRANTY OR INDEMNITY, MUST BE STARTED WITHIN ONE (1) YEAR AFTER THE EVENT, WHICH CAUSED IT.** Lessor will not be liable for specific performance of this Lease or for any losses, damages, delay or failure to deliver Equipment.
29. **SMALL ISSUER STATEMENT.** Lessee hereby certifies to Lessor and its assigns that: a) Lessee designates the Lease as a "Qualified Tax-Exempt Obligation" for the purposes of Section 265(b)(3) of the Code; b) Lessee will own and operate the Equipment in the performance of its public purposes; and the Equipment will not be subject to the use or control of any other entity; c) Lessee will not designate more than Ten Million Dollars ($10,000,000) of tax-exempt obligations during the current calendar year as "Qualified Tax-Exempt Obligation", Lessee reasonably expects to issue no more than Ten Million Dollars ($10,000,000) of tax-exempt obligations during the current calendar year; and d) For purposes of Paragraph 3 herein above, the amount of tax-exempt obligations stated as either issued or designated as "Qualified Tax-Exempt Obligations" includes tax-exempt obligations issued by all subordinate entities of Lessee, as provided in Section 265 (b) (3) (E) of the Code.
30. **IMPORTANT INFORMATION ABOUT PHONE CALLS.** By providing telephone number(s) to Lessor, now or at any later time, Lessee authorizes Lessor and its affiliates and designees to contact Lessee regarding Lessee account(s) with Lessor or its affiliates, whether such accounts are Lessee individual accounts or business accounts for which Lessee is a contact, at such numbers using any means, including but not limited to placing calls using an automated dialing system to cell, VoIP or other wireless phone number, or leaving prerecorded messages or sending text messages, even if charges may be incurred for the calls or text messages. Lessee consents that any phone call with Lessor may be monitored or recorded by Lessor.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS WRITTEN AGREEMENT MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN LESSEE AND LESSOR. LESSEE AGREES TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS LEASE. LESSEE AGREES THAT THE EQUIPMENT WILL BE USED FOR BUSINESS PURPOSES ONLY AND NOT FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

LESSEE CERTIFIES THAT ALL THE INFORMATION GIVEN IN THIS LEASE AND LESSEE'S APPLICATION WAS CORRECT AND COMPLETE WHEN THIS LEASE WAS SIGNED. THIS LEASE IS NOT BINDING UPON LESSOR OR EFFECTIVE UNLESS AND UNTIL LESSOR EXECUTES THIS LEASE. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE STATE OF THE LESSEE.

City of Port St. Lucie
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

121 S.W. Port St. Lucie Blvd
Port St. Lucie, FL 34984

PNC Equipment Finance, LLC
("Lessor")

X _____
Authorized Signature

_____
Print Name

_____
Title:

995 Dalton Ave.
Cincinnati OH 45203

OPINION OF COUNSEL

I have acted as counsel to the above-referenced Lessee (the "Lessee") with respect to this Lease-Purchase Agreement by and between the Lessee and Lessor (the "Lease"), and in this capacity have reviewed the original or duplicate originals of the Lease and such other documents as I have deemed relevant. Based upon the foregoing, I am of the opinion that: (A) Lessee is a state or a fully constituted political subdivision or agency of a state within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended; (B) the execution, delivery and performance of the Lease by Lessee has been duly authorized by all necessary action on the part of Lessee; (C) the Lease constitutes a legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except as limited by laws of general application affecting the enforcement of creditors' rights, and does not constitute a debt of Lessee which is prohibited by state law; (D) the authorization, approval and execution of the Lease and all other proceedings of Lessee related to the transactions contemplated thereby have been performed in accordance with all open-meeting laws, public bidding laws, and all other applicable state laws. The undersigned certifies that (s)he is an attorney duly authorized to practice law in the State of Florida._____.
The foregoing opinions are limited to the laws of such State and federal laws of the United States.

Attorney of Lessee

By: _____
Print Name: _____
Law firm: _____

CERTIFICATE OF ACCEPTANCE

Lease Number 199589000

Quantity	Description	Serial No.
80	2017 New E-Z-GO TXT48v E Golf Cars Together with all attachments, tooling, accessories, appurtenances and additions thereto	

☐ or see attached Equipment Schedule

Lessee, through its authorized representative, hereby certifies to Lessor that:

1. The Equipment has been delivered to the location where it will be used, which is the Equipment Location given in the Lease-Purchase Agreement ("Lease");
2. All of the Equipment has been inspected and is (a) complete, (b) properly installed, (c) functioning, and (d) in good working order;
3. Lessee accepts the Equipment for all purposes under the Lease as of _____, 20__ (the "Acceptance Date"), which is the date on which the Equipment was delivered and installed;
4. The Equipment is of a size, design, capacity and manufacture acceptable to Lessee and suitable for Lessee's purposes; and
5. Lessee is not in default under the Lease, no Non-Appropriation of Funds (as described in the Lease) has occurred, and all of Lessee's statements and promises set forth in the Lease are true and correct.

Lessor is hereby authorized to insert serial numbers on the Lease.

THIS CERTIFICATE OF ACCEPTANCE IS SIGNED THIS ____ DAY OF _____, 20__.

City of Port St. Lucie
("Lessee")

X_____
Authorized Signature

_____
Print Name

_____
Title:

_____
Date

121 S.W. Port St. Lucie Blvd
Port St. Lucie, FL 34984

SCHEDULE OF PAYMENTS

Lease Number 199589000

Attached to and made a part of that certain Lease-Purchase Agreement dated as of July 29, 2016 by and between PNC Equipment Finance, LLC, as Lessor, and City of Port St. Lucie , as Lessee.

Rent payments are payable as follows:

Payment Number	Date	Payment	Interest	Principal	Termination*
1		$4,557.60	$690.44	$3,867.16	$285,488.03
2		$4,557.60	$680.94	$3,876.66	$281,495.07
3		$4,557.60	$671.41	$3,886.19	$277,492.29
4		$4,557.60	$661.87	$3,895.73	$273,479.69
5		$4,557.60	$652.29	$3,905.31	$269,457.22
6		$4,557.60	$642.70	$3,914.90	$265,424.87
7		$4,557.60	$633.08	$3,924.52	$261,382.62
8		$4,557.60	$623.44	$3,934.16	$257,330.43
9		$4,557.60	$613.78	$3,943.82	$253,268.30
10		$4,557.60	$604.09	$3,953.51	$249,196.18
11		$4,557.60	$594.37	$3,963.23	$245,114.05
12		$4,557.60	$584.64	$3,972.96	$241,021.91
13		$4,557.60	$574.88	$3,982.72	$236,919.70
14		$4,557.60	$565.09	$3,992.51	$232,807.42
15		$4,557.60	$555.28	$4,002.32	$228,685.03
16		$4,557.60	$545.45	$4,012.15	$224,552.51
17		$4,557.60	$535.59	$4,022.01	$220,409.84
18		$4,557.60	$525.71	$4,031.89	$216,257.00
19		$4,557.60	$515.81	$4,041.79	$212,093.95
20		$4,557.60	$505.88	$4,051.72	$207,920.68
21		$4,557.60	$495.93	$4,061.67	$203,737.16
22		$4,557.60	$485.95	$4,071.65	$199,543.36
23		$4,557.60	$475.94	$4,081.66	$195,339.25
24		$4,557.60	$465.92	$4,091.68	$191,124.82
25		$4,557.60	$455.86	$4,101.74	$186,900.03
26		$4,557.60	$445.79	$4,111.81	$182,664.87
27		$4,557.60	$435.69	$4,121.91	$178,419.30
28		$4,557.60	$425.56	$4,132.04	$174,163.30
29		$4,557.60	$415.41	$4,142.19	$169,896.84
30		$4,557.60	$405.23	$4,152.37	$165,619.90
31		$4,557.60	$395.03	$4,162.57	$161,332.45
32		$4,557.60	$384.80	$4,172.80	$157,034.47
33		$4,557.60	$374.55	$4,183.05	$152,725.93
34		$4,557.60	$364.28	$4,193.32	$148,406.81
35		$4,557.60	$353.97	$4,203.63	$144,077.07
36		$4,557.60	$343.65	$4,213.95	$139,736.70
37		$136,000.00	$333.30	$135,666.70	$0.00

*As provided in Section 21 of the Lease-Purchase Agreement.

City of Port St. Lucie
("Lessee")

X _____
Authorized Signature

_____
Print Name

_____
Title:

121 S.W. Port St. Lucie Blvd
Port St. Lucie, FL 34984

PNC Equipment Finance, LLC
("Lessor")

By:_____

Title_____

995 Dalton Ave.
Cincinnati OH 45203

20160148 Lease Agreement #1

The Saints - E-Z-GO Fleet

80 Ez-Go Golf Carts

Compound Period: Monthly

Nominal Annual Rate: 2.950 %

CASH FLOW DATA

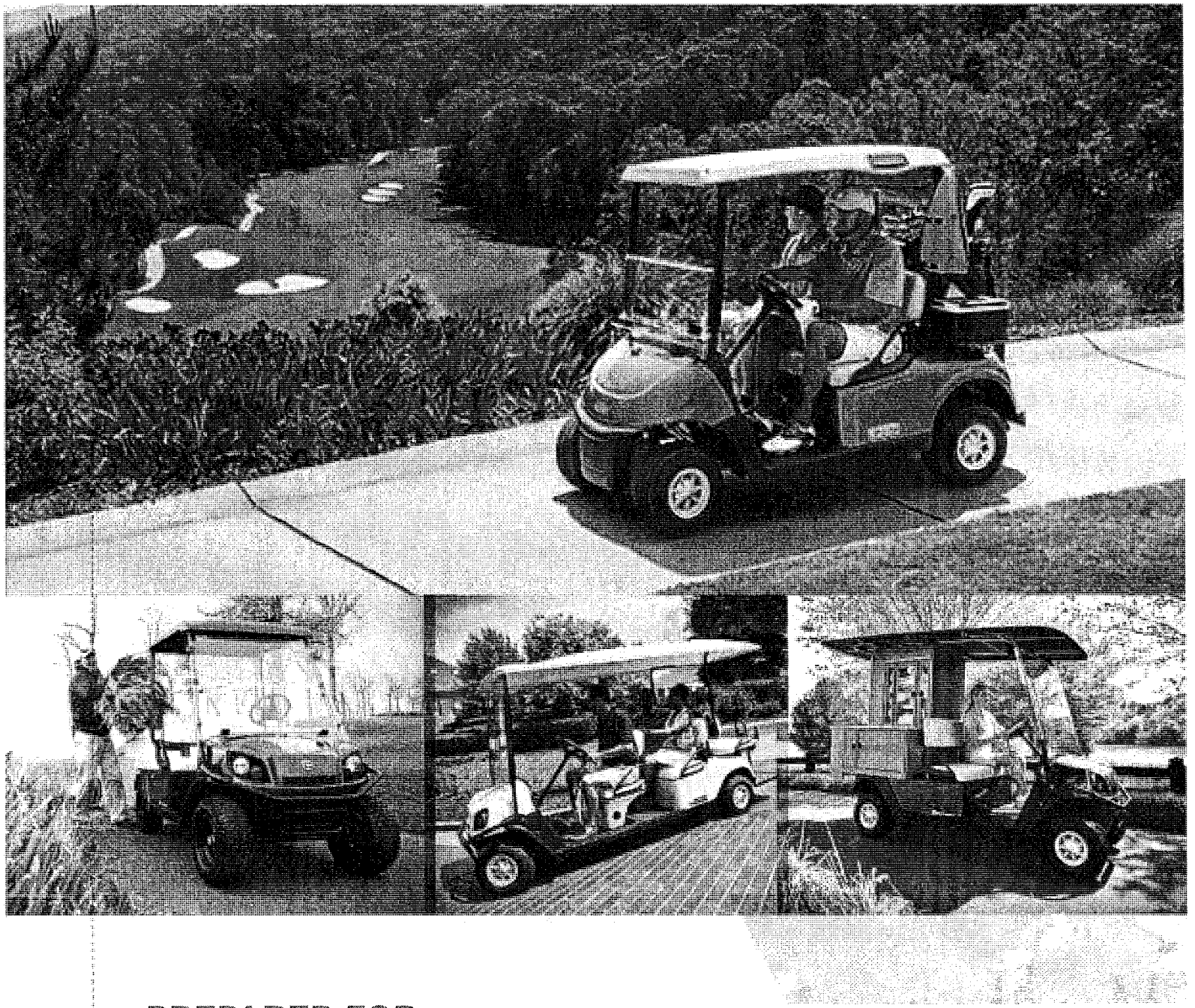
	Event	Date	Amount	Number	Period	End Date
1	Loan	10/01/2016	281,040.00	1		
2	Payment	11/01/2016	4,557.95	36	Monthly	10/01/2019
3	Payment	11/01/2019	136,000.00	1		

AMORTIZATION SCHEDULE - Normal Amortization

	Date	Payment	Interest	Principal	Balance
Loan	10/01/2016				281,040.00
1	11/01/2016	4,557.95	690.89	3,867.06	277,172.94
2	12/01/2016	4,557.95	681.38	3,876.57	273,296.37
2016 Totals		9,115.90	1,372.27	7,743.63	
3	01/01/2017	4,557.95	671.85	3,886.10	269,410.27
4	02/01/2017	4,557.95	662.30	3,895.65	265,514.62
5	03/01/2017	4,557.95	652.72	3,905.23	261,609.39
6	04/01/2017	4,557.95	643.12	3,914.83	257,694.56

7	05/01/2017	4,557.95	633.50	3,924.45	253,770.11
8	06/01/2017	4,557.95	623.85	3,934.10	249,836.01
9	07/01/2017	4,557.95	614.18	3,943.77	245,892.24
10	08/01/2017	4,557.95	604.49	3,953.46	241,938.78
11	09/01/2017	4,557.95	594.77	3,963.18	237,975.60
12	10/01/2017	4,557.95	585.02	3,972.93	234,002.67
13	11/01/2017	4,557.95	575.26	3,982.69	230,019.98
14	12/01/2017	4,557.95	565.47	3,992.48	226,027.50
2017 Totals		54,695.40	7,426.53	47,268.87	
15	01/01/2018	4,557.95	555.65	4,002.30	222,025.20
16	02/01/2018	4,557.95	545.81	4,012.14	218,013.06
17	03/01/2018	4,557.95	535.95	4,022.00	213,991.06
18	04/01/2018	4,557.95	526.06	4,031.89	209,959.17
19	05/01/2018	4,557.95	516.15	4,041.80	205,917.37
20	06/01/2018	4,557.95	506.21	4,051.74	201,865.63
21	07/01/2018	4,557.95	496.25	4,061.70	197,803.93
22	08/01/2018	4,557.95	486.27	4,071.68	193,732.25
23	09/01/2018	4,557.95	476.26	4,081.69	189,650.56
24	10/01/2018	4,557.95	466.22	4,091.73	185,558.83
25	11/01/2018	4,557.95	456.17	4,101.78	181,457.05
26	12/01/2018	4,557.95	446.08	4,111.87	177,345.18
2018 Totals		54,695.40	6,013.08	48,682.32	
27	01/01/2019	4,557.95	435.97	4,121.98	173,223.20
28	02/01/2019	4,557.95	425.84	4,132.11	169,091.09
29	03/01/2019	4,557.95	415.68	4,142.27	164,948.82

30	04/01/2019	4,557.95	405.50	4,152.45	160,796.37
31	05/01/2019	4,557.95	395.29	4,162.66	156,633.71
32	06/01/2019	4,557.95	385.06	4,172.89	152,460.82
33	07/01/2019	4,557.95	374.80	4,183.15	148,277.67
34	08/01/2019	4,557.95	364.52	4,193.43	144,084.24
35	09/01/2019	4,557.95	354.21	4,203.74	139,880.50
36	10/01/2019	4,557.95	343.87	4,214.08	135,666.42
37	11/01/2019	136,000.00	333.58	135,666.42	0.00
2019 Totals		181,579.50	4,234.32	177,345.18	
Grand Totals		300,086.20	19,046.20	281,040.00	



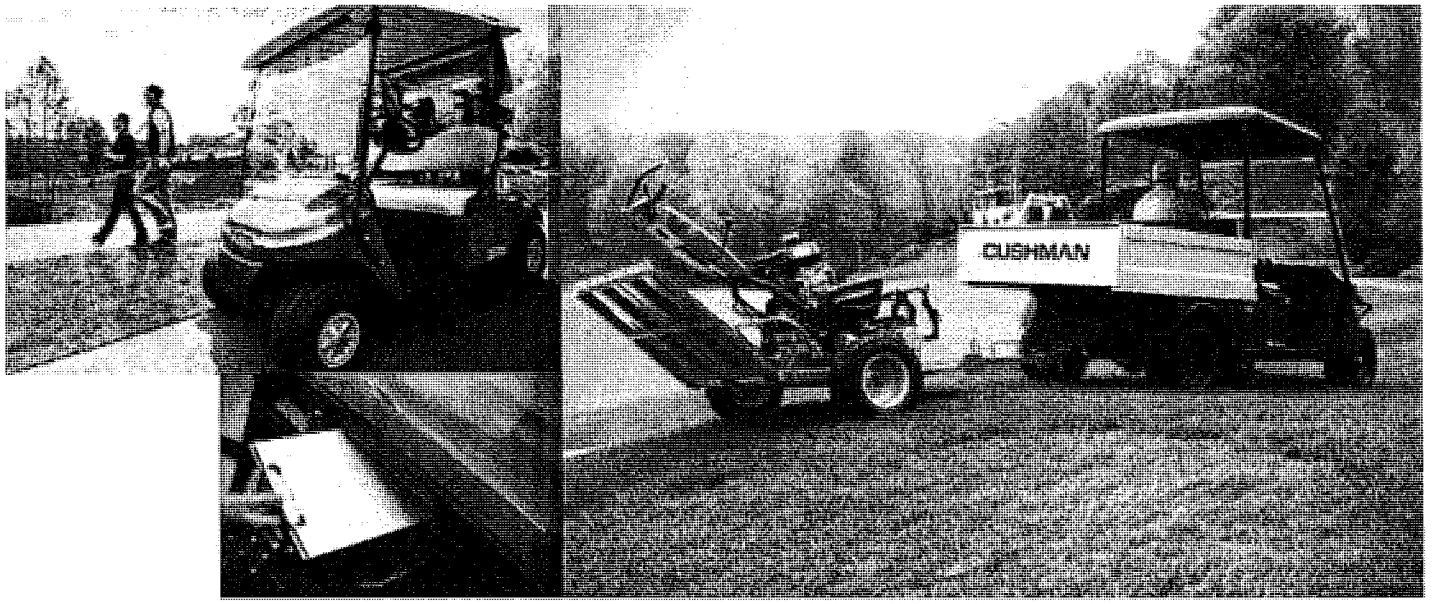
PREPARED FOR:

The Saints At Port St. Lucie

CITY of PORT ST. LUCIE FLORIDA

E-Z-GO®
A Textron Company

CUSHMAN®
LET'S WORK!



7/20/16

Gina Jolly
The Saints At Port St. Lucie
2601 SE Morningside Blvd.
Port St. Lucie, Florida 34952

Dear Gina,

E-Z-GO® is honored to prepare this exclusive proposal for The Saints At Port St. Lucie and its members. Since 1954, E-Z-GO has pioneered the golf car industry with its innovative, reliable and durable vehicles. E-Z-GO is committed to providing its customers with vehicle solutions that exceed expectations and perform to the demands of their facilities.

E-Z-GO and Cushman® vehicles are manufactured in our globally recognized, award-winning facility in Augusta, GA. Whether you choose the TXT® or RXV® golf car, you can expect proven reliability and the industry's latest innovations. Cushman utility and hospitality vehicles are available in electric, gas and diesel models, and are purpose-built to tackle all of your operation's maintenance and hospitality needs.

But the E-Z-GO advantage goes beyond our products. When you choose E-Z-GO, you gain access to a level of service and support unsurpassed in the industry, through the largest fleet of factory direct service technicians, our strong network of factory-owned branch locations and authorized distributors.

E-Z-GO is dedicated to advancing the game of golf and the industry that is the engine behind it. We are a Platinum Corporate Advantage partner of the Club Managers Association of America, a silver partner with the Golf Course Superintendent Association of America, and provide support to numerous regional and local association chapters and events throughout the world of golf.

Our reputation for quality, performance and customer service has made us fortunate to enjoy the company of some of the most famous facilities in golf, from Pebble Beach Resorts, Bandon Dunes Golf Resort, and Pinehurst Resort.

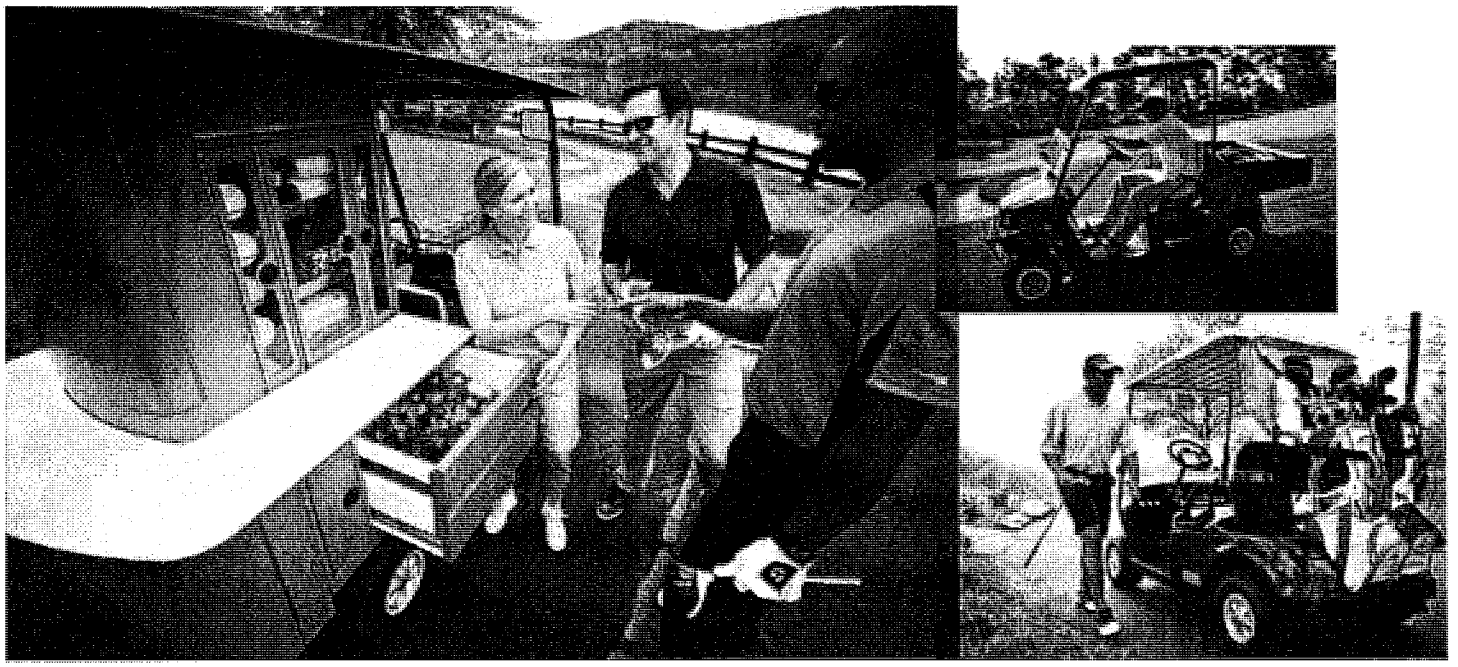
As you review the enclosed materials, please do not hesitate to contact me with additional questions. I look forward to hearing from you soon, and to serving you at The Saints At Port St. Lucie.

With sincere appreciation,

Damon Kull
SDP
(706) 691-6612
dkull@textron.com

A Textron Company

CUSHMAN
LET'S WORK.



OUR HISTORY

During the hot summer of 1954, in a cramped one-room machine shop in Augusta, two brothers founded E-Z-GO from a simple belief that they could build a better golf car, to better meet the needs of the customer.

From those humble beginnings, E-Z-GO has grown into a global leader in the golf industry and light transportation, building many thousands of vehicles each year from its global headquarters in Augusta, which has been recognized as one of the top 10 manufacturing facilities in North America by Industry Week magazine. E-Z-GO manufactures multiple, extensive lines of vehicles, including golf cars, utility vehicles, personnel carriers, refreshment vehicles and is able to customize any vehicle to your unique requirements.

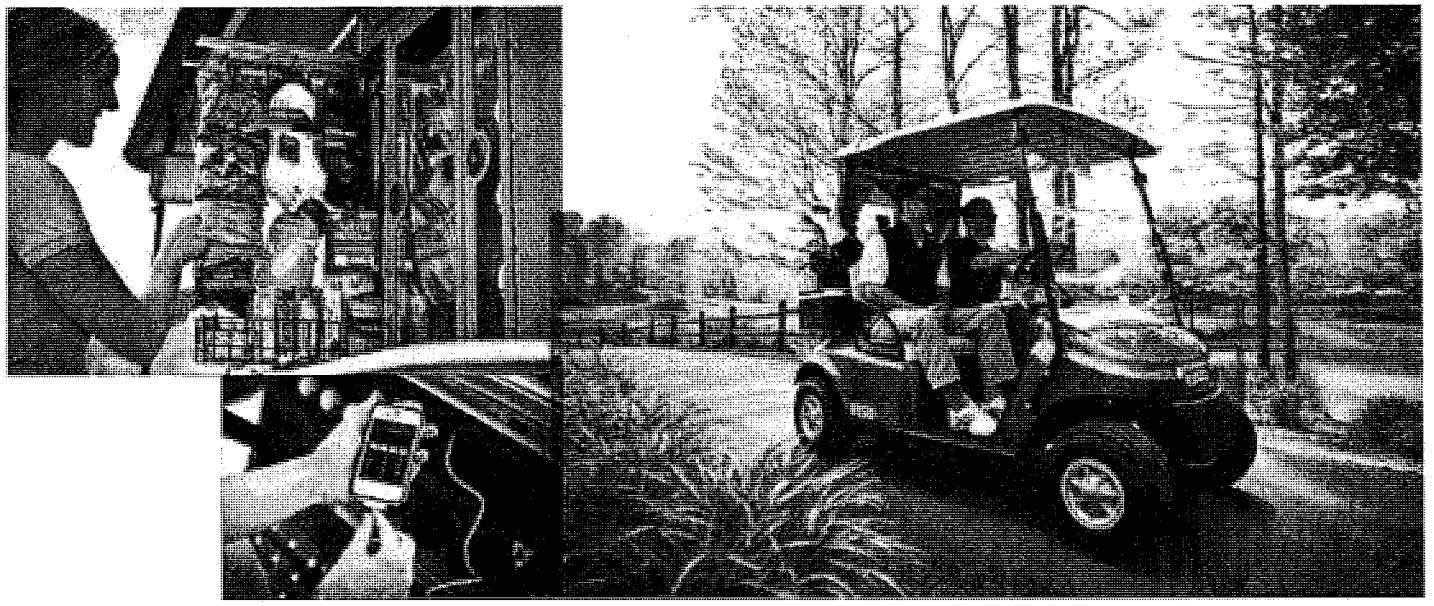
E-Z-GO is a renowned leader in electric-vehicle technology, from our revolutionary RXV, with its exclusive AC Drive technology and automatically applied parking brake, to our newly redesigned TXT golf car, with innovative TruCourse™ Technology and a host of features designed to enhance the on-course experience for the golfer. Our Cushman line of utility vehicles offers a range of models with varying payloads and powertrains to handle any job on your course --upholding the tradition of a brand that has been recognized for more than a century for its rugged, reliable and versatile work machines.

E-Z-GO became part of Textron Inc. (NYSE: TXT) in 1960. This global, multi-industry company leverages its global network of aircraft, defense, industrial and finance businesses to provide customers with innovative solutions and services. Textron is known around the world for its powerful brands such as Bell Helicopter, Cessna Aircraft Company, Jacobsen, Kautex, Lycoming, E-Z-GO, Greenlee, and Textron Systems.

Today, E-Z-GO still has that single belief – that it exists to build vehicles and services that exceed the expectations of the customer. It is the drive to sustain and improve that position – to offer an unparalleled combination of world-class products, advanced technology, manufacturing expertise, and extraordinary service – that leads E-Z-GO to cover new ground.

OUR CUSTOMERS - THE COMPANY WE KEEP

E-Z-GO understands the importance of making the right decision for your facility; its an investment that has to support the needs of your operation in the years to come. We will step up to the challenge and exceed your expectations. In fact, if you decide to partner with E-Z-GO you will be keeping company with such prestigious courses as:



GROWING THE GAME OF GOLF

E-Z-GO believes that the growth and success of the golf industry is dependent upon the professional development of current and future generations of industry professionals, the promotion of the golf industry as a significant economic contributor, and maximizing the golfing experience for the continued health of the sport. E-Z-GO aligns itself with organizations who share this vision. Below are just a few of E-Z-GO's national partnerships:

PLATINUM ALLIANCE PARTNER — PROFESSIONALISM • EDUCATION • LEADERSHIP — CMAA 1971

CF 1988 — The Club Foundation®

GCSAA SILVER PARTNER

GOLF 20/20

E-Z-GO also supports numerous regional and sectional events such as:

PGA Dixie Section

Alabama Chapter GCSAA GOLD PARTNER

Gulf Coast Chapter GCSAA GOLF COURSE SUPERINTENDENTS ASSOCIATION OF AMERICA

PGA South Florida Section

EZGO A Textron Company

CUSHMAN LET'S WORK.

Pricing

7/20/16

The Saints At Port St. Lucie

QTY	MODEL	YEAR	TERMS	PRICE	EXTENDED PRICE
80	TXT 48v	2017	36 MO (Net)	$57.00	$4,560.00

INCLUDED ACCESSORIES			
Color: Hunter Green	Sun Canopy Top	Fold Down Windshield	USB Port
Message Holder	Dual Sand Buckets	Parts Package	Single Point Watering System
Premium Steering Wheel	Number Decals	Handheld Vehicle Diagnostics	Bag Cover Kit

Other Vehicles

QTY	MODEL	YEAR	TERMS	PRICE
3	Hauler 1200	2017	36 CSC $1 Buyout	$220.76
1	Refresher Oasis	2017	36 CSC $1 Buyout	$407.15

Any change to the accessory list must be obtained in writing at least 45 days prior to production date.

TRADE INFORMATION

MANUFACTURER	QTY	MODEL	YEAR	TRADE AMOUNT
E-Z-GO	80	TXT 48v	2014	$2,200.00

LEASE PROGRAM DETAILS

Payment schedule: **Monthly** Payment months: **All**

Delivery: **September** First pay: **November**

CURRENT LEASE CONDITIONS

Upon acceptance of this proposal, **The Saints At Port St. Lucie**'s current lease schedule(s) **177205000** will be terminated after the **August** payment has been made provided the lease is current and in good standing.

SPECIAL CONSIDERATIONS

E-Z-GO at its discretion reserves the right to offer an early fleet roll option. **The Saints At Port St. Lucie** must enter into a new lease or purchase agreement with E-Z-GO and the existing lease must be current and in good standing.

36 Month CSC Lease with payments of $57 per car per month

$1700 Balloon payment per car at the end of 36 months

NOTE: Prices quoted above are those currently in effect and are guaranteed subject to acceptance within 45 days of the date of this proposal. Applicable state taxes, local taxes, and insurance are not included. Lease rates may change if alternate financing is required. Payment schedule(s) does not include any finance, documentation, or initiation fees that may be included with the first payment. All lease cars and trades must be in running condition and a fleet inspection will be performed prior to pick up. It is the club's responsibility to either repair damages noted or pay for the repairs to be completed. All electric cars must have a working charger. All pricing and trade values are contingent upon management approval.

The Saints At Port St. Lucie

Accepted by: _____

Title: _____

Date: _____

E-Z-GO Division of Textron Inc.

Accepted by: _____

Title: _____

Date: _____

A Textron Company

CUSHMAN LET'S WORK.

Limited Warranty Terms and Conditions – Cushman Commercial / Turf Vehicles

The E-Z-GO Division of Textron Inc. ("Company") provides that any new Model Year 2016 Cushman Commercial/Turf vehicle (the "Vehicle") and/or battery charger purchased from Company, a Company affiliate, or an authorized Cushman dealer or distributor, or leased from a leasing company approved by Company, shall be free from defects in material or workmanship under normal use and service (the "Limited Warranty"). This Limited Warranty with respect only to parts and labor is extended to the Original Retail Purchaser or the Original Retail Lessee ("Purchaser") for defects reported to the Company no later than the following warranty periods for the Vehicle parts and components set forth below (the "Warranty Period"):

Vehicle	Warranty Period
Cushman Commercial/Turf 4X2 Vehicles (Refresher, Shuttle, Hauler):	
• Frame	Lifetime
• All other parts and components	2 years
Cushman Commercial/Turf 4X4 Gasoline Vehicle (Hauler 4X4 Gasoline):	
• Frame	Lifetime
• All other parts and components	2 years
Cushman Commercial/Turf 4x4 Diesel Vehicles (Hauler 4x4 Diesel, Hauler 4x4 Diesel Crew)	
• Engine (crankcase, front gear case, valve cover pans and all related parts)	18 months
• Drive train (transmission case, differentials, drive axles, external drive shafts, CVT drive housing and all related parts)	18 months
• All other parts and components	1 year
Cushman Haulster Vehicle:	1 year

The Warranty Period for all parts and components of the Vehicle other than Deep Cycle Batteries shall commence on the date of delivery to the Purchaser's location or the date on which the Vehicle is placed in Purchaser-requested storage. The Warranty Period for Deep Cycle Batteries shall commence on the earliest of the date: (a) of Vehicle delivery to the Purchaser's location, (b) on which the Vehicle is placed in Purchaser-requested storage or (c) that is one (1) year from the date of sale or lease of the Vehicle by E-Z-GO to an authorized E-Z-GO dealer or distributor. Parts repaired or replaced under this Limited Warranty are warranted for the remainder of the length of the Warranty Period. This Limited Warranty applies only to the Purchaser and not to any subsequent purchaser or lessee without the prior written approval of the Customer Care / Warranty Department.

EXCLUSIONS: Specifically **EXCLUDED** from this Limited Warranty are:

- routine maintenance items, normal wear and tear, cosmetic deterioration or electrical components damaged as a result of fluctuations in electric current;
- damage to or deterioration of a Vehicle, part or battery charger resulting from inadequate maintenance, neglect, abuse, accident or collision;
- damage resulting from installation or use of parts or accessories not approved by Company, including but not limited to subsequent failures of the Vehicle, other parts or the battery charger due to the installation and/or use of parts and accessories not approved by Company;
- warranty repairs made by other than a Company branch or an authorized and qualified Dealer designee. Warranty repairs by other than a Company branch or an authorized and qualified Dealer or designee shall void the Limited Warranty;
- damage or loss resulting from acts of nature, vandalism, theft, war or other events over which Company has no control;
- any and all expenses incurred in transporting the Vehicle to and from the Company or an authorized and qualified Dealer, distributor or designee for warranty service or in performing field warranty service; and
- any and all expenses, fees or duties incurred relative to inbound freight, importation, or customs.

THIS LIMITED WARRANTY MAY BE VOIDED OR LIMITED AT THE SOLE DISCRETION OF COMPANY IF THE VEHICLE AND/OR BATTERY CHARGER:

- shows indications that routine maintenance was not performed per the Owner's Manual, including but not limited to proper tire inflation, lack of charging, inadequate battery watering, use of contaminated water, loose battery hold downs, corroded battery cables and loose battery terminals;
- lacks an adequate number of operating battery chargers, uses unapproved battery chargers or uses extension cords with battery chargers;
- gasoline powered Vehicles fueled with unleaded gasoline containing more than 10% ethanol, E85 ethanol fuel or other non-recommended fuels, contaminated gasoline or other non-recommended lubricants;
- diesel powered Vehicles fueled or started with gasoline, starter fluid, ether or more than 5% biodiesel;
- shows indications that the speed governor was adjusted or modified to permit the Vehicle to operate beyond Company specifications;
- shows indications it has been altered or modified in any way from Company specifications, including but not limited to alterations to the speed braking system, electrical system, passenger capacity or seating;
- has non-Company approved electrical accessories or electrical energy consuming devices installed on a gasoline or diesel powered Vehicle without installation of a heavy duty 12V battery;
- adjustments are made to the injection pump fuel delivery system or CVT system; or
- is equipped with non-standard tires not approved by the Company.

USE OF NON-APPROVED COMPANY PARTS AND ACCESSORIES: THIS LIMITED WARRANTY IS VOID WITH RESPECT TO ANY PROPERTY DAMAGE OR ADDITIONAL ENERGY CONSUMPTION ARISING FROM OR RELATED TO PARTS OR ACCESSORIES NOT MANUFACTURED OR AUTHORIZED BY COMPANY, OR WHICH WERE NOT INSTALLED BY COMPANY, ITS DEALERS OR DISTRIBUTORS, INCLUDING BUT NOT LIMITED TO GPS SYSTEMS, COOLING AND HEATING SYSTEMS,

COMMUNICATION SYSTEMS, INFORMATION SYSTEMS, OR OTHER FORMS OF ENERGY CONSUMING DEVICES WIRED DIRECTLY OR INDIRECTLY TO THE VEHICLE BATTERIES.

REMEDY: Purchaser's sole and exclusive remedy under this Limited Warranty in the event of a defect in material or workmanship in the Vehicle, any part or component, or battery charger during the applicable Warranty Period is that Company will, at its sole option, repair or replace any defective parts. If Company elects to repair or replace a defective part, Company may at its discretion provide a factory reconditioned part or new component from an alternate supplier. All replaced parts become the sole property of Company. This exclusive remedy will not be deemed to have failed of its essential purpose so long as Company has made reasonable efforts to repair or replace the defective parts.

DISCLAIMER: THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY PROVIDED FOR THE VEHICLES AND BATTERY CHARGER AND IS MADE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL SUCH OTHER WARRANTIES BEING EXPLICITLY DISCLAIMED.

LIABILITY LIMITATIONS: IN NO CASE SHALL COMPANY BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DEATH, PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM OR RELATED TO ANY ALLEGED FAILURE IN A VEHICLE OR BATTERY CHARGER, OR ANY DAMAGE OR LOSS TO THE PURCHASER OR ANY THIRD PARTY FOR LOST TIME, INCONVENIENCE OR ANY ECONOMIC LOSS, WHETHER OR NOT COMPANY WAS APPRISED OF THE FORSEEABILITY OF SUCH DAMAGES OR LOSSES. THE RIGHT OF PURCHASER TO RECOVER DAMAGES WITHIN THE LIMITATIONS SET FORTH IN THIS SECTION IS PURCHASER'S EXCLUSIVE ALTERNATIVE REMEDY IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT OF THE VEHICLE FAILS OF ITS ESSENTIAL PURPOSE. THE PARTIES AGREE THAT THIS ALTERNATIVE REMEDY WILL BE ENFORCEABLE EVEN IF THE LIMITED REMEDY OF REPAIR OR REPLACEMENT FAILS OF ITS ESSENTIAL PURPOSE. ANY LEGAL CLAIM OR ACTION ARISING THAT ALLEGES BREACH OF WARRANTY MUST BE BROUGHT WITHIN THREE (3) MONTHS FROM THE DATE THE WARRANTY CLAIM ARISES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW THE EXCLUSION OF INCIDENTAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU

WARNING: ANY MODIFICATION OR CHANGE TO THE VEHICLE OR BATTERY CHARGER WHICH ALTERS THE WEIGHT DISTRIBUTION OR STABILITY OF THE VEHICLE, INCREASES THE VEHICLE'S SPEED, OR ALTERS THE OUTPUT OF THE BATTERY CHARGER BEYOND FACTORY SPECIFICATIONS, CAN RESULT IN PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. DO NOT MAKE ANY SUCH MODIFICATIONS OR CHANGES. SUCH MODIFICATIONS OR CHANGES WILL VOID THE LIMITED WARRANTY. COMPANY DISCLAIMS RESPONSIBILITY FOR ANY SUCH MODIFICATIONS, CHANGES OR ALTERATIONS WHICH WOULD ADVERSELY IMPACT THE SAFE OPERATION OF THE VEHICLE OR BATTERY CHARGER.

DEEP CYCLE BATTERY WARRANTY LIMITATIONS, CONDITIONS AND EXCEPTIONS:

- To be eligible for this limited battery warranty, the warranty must be activated within forty-five (45) days of delivery of the Vehicle at the following web site - **http://ezgo.smartmanual.biz**. A Purchaser who is unable to log onto the web site should call or write the Customer Care / Warranty Department using the contact information below or Purchaser's local dealer or distributor within forty-five (45) days of delivery of the Vehicle.
- Claims for battery warranty replacement require specific testing, as specified by the Customer Care / Warranty Department. Company, or an authorized Cushman dealer or distributor, should be contacted to obtain a copy of the required tests, which must be performed and corrected for temperature, based upon BCI (Battery Council International) recommendations.
- **NON-FACTORY INSTALLED PARTS OR ACCESSORIES INSTALLED DIRECTLY TO LESS THAN THE COMPLETE VEHICLE BATTERY PACK WILL VOID THE WARRANTY FOR THE ENTIRE BATTERY PACK.**
- **ALL NON-FACTORY INSTALLED ACCESSORIES REQUIRE THE INSTALLATION AND USE OF A COMPANY APPROVED DC TO DC CONVERTER THAT USES ENERGY FROM ALL BATTERIES.**
- **Electric Vehicle storage facilities must provide the following:**
  - ample electrical power to charge all Vehicles and allow the charger to shut off automatically;
  - battery chargers must each have an independent dedicated 15 amp circuit;
  - each battery charger must be connected to its circuit with at minimum a NEMA 15-5R three-pin receptacle;
  - five (5) air exchanges per hour in the charging facility; and
  - one (1) functional charger for each Vehicle in the fleet with a proper electrical supply as specified above.

OTHER COMPANY RIGHTS:

- Company may improve, modify or change the design of any Cushman vehicle, part or battery charger without being responsible to modify previously manufactured vehicles, parts or battery chargers.
- Company may audit and inspect the Purchaser's facility, maintenance records and its Vehicles by Company representatives prior to approving a warranty claim and may contract with a third party to evaluate the Purchaser's storage facilities, fuel storage tanks and/or batteries.

AUTHORITY: No Company employee, dealer, distributor or representative, or any other person, has any authority to bind Company beyond the terms of this Limited Warranty without the express written approval of the Customer Care / Warranty Department.

EMISSIONS CONTROL WARRANTY: The Vehicle may also be subject to an emissions control warranty, as required by the U.S. Environmental Protection Agency and California Air Resources Board, which is provided separately with the Vehicle.

FOR FURTHER INFORMATION, CALL 1-800-774-3946, GO TO WWW.EZGO.COM OR WWW.CUSHMAN.COM, OR WRITE TO E-Z-GO DIVISION OF TEXTRON INC., ATTENTION: E-Z-GO/CUSHMAN CUSTOMER CARE / WARRANTY DEPARTMENT, 1451 MARVIN GRIFFIN ROAD, AUGUSTA, GEORGIA 30906 USA.

20160148 Lease Agreement for 80 Golf Carts at the Saints Golf Course

Company	Trade in per Cart	# of Catrts	Total of Trade in	Price per Cart per month	Total per Month	3 Year Lease	Balloon payment left after 3 yr. lease	Interest over 3 years	Principal over 3 years	Total	% Rate
Ez-Go	$2,200.00	80	$176,000.00	$56.97	$4,557.60	$164,086.20	$136,000.00	$19,046.20	$281,040.00	$300,086.20	2.95%
Yamaha	$1,800.00	80	$144,000.00	$71.17	$5,693.60	$204,969.60	$144,000.00	$29,049.60	$319,920.00	$348,969.60	4.20%

Warranty	Frame	Suspension	Electronics	Battery	Seats	Conopy	Powertrain
Ez-Go	lifetime	4 years	4 years	4 years/25,000 amp hours	4 years	4 years	4 years
Yamaha	lifetime	4 years	3 years	4 years/ 25,000 amp hours	2 years	4 yaers	4 years

YAMAHA
YAMAHA GOLF-CAR COMPANY

1000 GA Highway 34 East • Newnan, Georgia • 30265-1320 Telephone: 866-747-4027 • Fax: 770-254-4158

Proposal Prepared For

THE CITY OF PORT ST. LUCIE
THE SAINTS GOLF COURSE

Port St. Lucie, Florida
Revised: 6-27-16, 11:31 am

Proudly offered by:

Tommy Dee
District Sales Manager
Yamaha Golf Car Company
June 27, 2016

THE DRIVE

YAMAHA

June 27, 2016

Gina Jolly
City of Port St. Lucie
Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Dear Ms. Jolly,

The Yamaha Golf Car Company is thrilled to have this opportunity to obtain the golf car fleet business at The Saints Golf Course.. As a Top-10 Most recognized brand-name in the World, *Yamaha* prides itself on providing superior engineering and efficiency in its vehicles, and most importantly, we take great pride in providing industry-leading Factory Fleet Service after the product is delivered and in-use.

A key theme I would like to convey in this Proposal is how committed *Yamaha* is to **The Saints Golf Course** and how appreciative we are for this opportunity to show you, your staff and members why Yamaha should be given your consideration as your choice for all your golf car and service needs at the club.

I am confident you will be very pleased with the Fleet Lease program we are proposing in the following pages. We have included the Yamaha Motor Finance Corporation – Municipal leases on both a thirty-six (36) Month, In-House Municipal lease and a Municipal lease with balloon payment. Yamaha will assume the PNC Lease (with the acceptance of this proposal) including the balloon payment, after the City makes the 8/25/16 Lease payment. The vehicles will then become the property of Yamaha Golf Cars. Trade in amount is listed in quotation page.

It is important to me that you know there is a groundswell movement where *Yamaha Golf Cars* are on the sharp ascent to the top of the Golf Car Industry. Overall, since the launch of 'The Drive' model golf car in late 2006, Yamaha has gained more than 10% market-share in the United States and we are continuing to convert an impressive number of competitive accounts again in 2016. In the last five (5) years, Yamaha has gained over ***1,650 competitive*** accounts and has retained over ***95%*** of our business. We feel this widespread recent success is attributable to a synergy of many factors.

- **Most Comfortable Car – Largest Seat, Most headroom, Best Dashboard**
- **The use of the Best Battery System – Trojan T875 – 48 Volt System**
- **Factory – Direct Fleet Service – Cars serviced on site by Factory Yamaha Employee**
- **In – House Financing – One Stop Shopping provided by Yamaha Motor Finance Corporation**

We strongly feel that service after the sale is the single most important component of a golf car fleet relationship. This is why we have a ***Yamaha Direct Fleet Service Technician***, available locally to provide a level of service consistency to **The Saints Golf Course** by having the same trained technician visit the club each time and by offering quick response time to your calls.

In conclusion, I want to express how appreciative we are of this opportunity to obtain your business and how confident I am that your needs and expectations will be met and far exceeded with the Industry-leading Service that has made *Yamaha* the reputable brand we are today. With the evolution of our golf car, competitiveness of our Proposal, and reliability of our Factory-Direct Service, I firmly believe the *Yamaha Golf Car* has never been positioned better to earn your business and successfully service your fleet at The Saints Golf Club, than ever before.

Kindest Regards,

Tommy Dee

YAMATRACK

THE DRIVE

YAMAHA

The Saints Golf Course

June 27, 2016

Eighty (80) 2017 Yamaha 48-volt electric Drive DC golf cars equipped with a 3.5 horsepower Hitachi motor that is high quality, highly efficient, and whisper quiet.. The cars also feature automotive, ladder style, HybriCore Chassis consisting of a 100% robotically welded steel frame, protected by an 18 step paint process, with a polypropylene structural floor that is 2.5 times stronger than our previous model yet is also 20% lighter. Not only built for durability, but also comfort, the Drive features the largest and most comfortable contoured seat, the largest sweater basket, the largest bag well and the largest canopy top in the industry. With the largest area of entry and egress, an automotive style dash, and a fully independent Tru-Trak II front suspension, self-adjusting rear wheel mechanical drum brakes, the Drive is designed to meet all of your customer's needs.

Color Options	
Glacier White	Sunstone Beige

STANDARD FEATURES INCLUDED (Fleet)	
Sweater Basket	ClimaGuard Top with Dual Rain Gutters
Sentry Wraparound Protection System	Energy absorbing 5 MPH bumpers
Thermoplastic Olefin Body	Six (6) Eight Volt Trojan T875 Batteries
Maintenance free Rack and Pinion Steering	Perma-lubed, sealed ball bearings
Self- Adjusting Mechanical Rear Drum Brakes	Yamaha Built Battery Charger
Coil Springs Over Hydraulic Shock Absorbers	Genius Diagnostic System
	Four (4) Cup Drink Holder

OPTIONAL EQUIPMENT INCLUDED	
Fold Down Windshield	Rear Bag Cover
Fleet Numbers (2 per car)	De-Ionizer Water Filter for Batteries
Wheel Covers	Palm Pilot Diagnostic Kit
Trojan HydroLink Battery Watering System	
Battery Watering Hose Supply	
Information Holders (1) Per Car	*USB Ports in Dash*
Sand Bucket (2) Per Car	

YAMATRACK

THE DRIVE

YAMAHA

The Saints Golf Course at St. Lucie

June 27, 2016

Lease Vehicle Description Page
REVISED VERSION
Delivery by September 2016

Yamaha Golf Company is pleased to offer The Saints Golf Couse at St. Lucie the following quote for new 2017 Yamaha Fleet Golf Cars. The new fleet package is offered with Yamaha Motor Finance Corporation Municipal lease with new 2017 model vehicles as listed below. First lease payment due approximately 9/25/2016. *Credit approval required.* Yamaha will pay off the remaining three (3) months of the current PNC Lease #177205000 after the 8/25/16 payment has been made by the City, and assume the fleet cars with a payoff of the balloon amount of $148,900.33 in a check made out to the City. The City will then payoff & satisfy the lease with PNC. The new fleet lease with Yamaha will begin with the first payment due: 9/25/16.

Fleet Package – Yamaha Motor Finance Corporation Municipal Lease:

Option	Term	Model	QTY	Price per Car	Total Monthly	Initial
1	36 month	The Drive DC	80	$76.37	$6,109.95	
2	36 month with Balloon	The Drive DC	80	$71.17	$5,693.60	
	Trades	EZGO TXT 2014	80	$1,900.00 ea.		

** All trades must be in good fleet running condition and have a working charger. Any trades requiring repair above normal wear, including body damage, non working batteries and seat tears will be the responsibility of The City. *3 & *4 are alternative, optional quotations.

Approved: *Tommy Dee*

Tommy Dee
District Manager – East Florida

Accepted: _____
The City of Port St. Lucie.

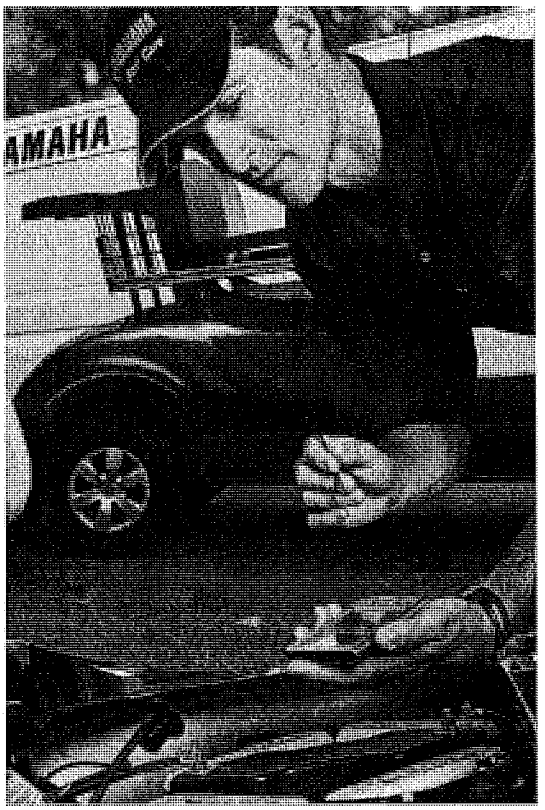
Date: 6/27/2016

YAMATRACK

THE DRIVE

YAMAHA

FACTORY-DIRECT & AUTHORIZED DEALER SERVICE:



YAMATRACK

THE DRIVE

YAMAHA

LIMITED 4-YEAR WARRANTY FOR DRIVE^2 GOLF CAR

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE^2 Gas or DRIVE^2 Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts	
Frame	Limited Lifetime to Original Owner
Transaxle	4 Years
Pedals	3 Years
Brakes (excluding shoes / pads)	4 Years
Electrical wires, switches, and relays	3 Years
Suspension / Steering components	4 Years
Seats	2 Years
Sun Top	4 Years
Bumpers / Body Parts	3 Years
Floor Mats	2 Years
Scorecard Holders	2 Years
Bag Carrier	3 Years
Common Accessories	
Windshield	3 Years
Sand Bottle / Sand Bottle / Cooler	3 Years
Information Holder / Bag Cover	3 Years

Electric Car (DC or AC motor) Specific	
Battery - Trojan ' T875 ' with HydroLink Watering System	4 Years or 25,000 amp-hours whichever comes first *Detailed condition on the next page
Electric Motor	4 Years
Motor Controller / Charger	4 Years
Charger Cord	4 Years
Charger Receptacle	4 Years
Throttle Position Sensor	2 Years
GAS Car (QuieTech and Carb) specific	
Exhaust / Intake / Generator	4 Years
Gas Engine	4 Years
Throttle Cables / Controls	3 Years
Battery	1 Years
Clutch (excluding drive belt)	4 Years
All Remaining Parts	1 Years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's/Operator's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not only apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary, from state to state.

YAMAHA

GOLF CAR LEASE QUOTATION

June 26, 2016

Quote No. 20D

For:

Dealer: Tommy Dee
Course: The Saints GC Port St. Lu

Contact: Gina Jolly
Phone:

Quote Summary:

Terms		Per Car		Totals	
Rate:	4.200%	**Retail:**	3,999.00	**Retail:**	319,920.00
Term:	36 months	**Wholesale:**	3,920.00	**Sales Tax:**	0.00
Starting:	09/28/2016	**Residual:**	1,600.00	**Total Financed:**	319,920.00
		Payment:	**76.37**	**Wholesale:**	313,600.00
		Actual # of Payments:	36	**Dealer Funding:**	319,920.00
				Residual:	128,000.00

80 Cars:

#Cars	Model	Retail Per Car	Residual Per Car
80	DRIVE DC	3,999.00	1,600.00

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
					Total Financed	319,920.00
1	09/28/16	6,109.95	319,920.00	1,074.48	5,035.47	314,884.53
2	10/28/16	6,109.95	0.00	1,057.57	5,052.38	309,832.16
3	11/28/16	6,109.95	0.00	1,040.60	5,069.35	304,762.81
4	12/28/16	6,109.95	0.00	1,023.58	5,086.37	299,676.44
5	01/28/17	6,109.95	0.00	1,006.49	5,103.46	294,572.98
6	02/28/17	6,109.95	0.00	989.35	5,120.60	289,452.38
7	03/28/17	6,109.95	0.00	972.16	5,137.79	284,314.59
8	04/28/17	6,109.95	0.00	954.90	5,155.05	279,159.54
9	05/28/17	6,109.95	0.00	937.59	5,172.36	273,987.17
10	06/28/17	6,109.95	0.00	920.21	5,189.74	268,797.44
11	07/28/17	6,109.95	0.00	902.78	5,207.17	263,590.27
12	08/28/17	6,109.95	0.00	885.29	5,224.66	258,365.62
13	09/28/17	6,109.95	0.00	867.75	5,242.20	253,123.41
14	10/28/17	6,109.95	0.00	850.14	5,259.81	247,863.60
15	11/28/17	6,109.95	0.00	832.48	5,277.47	242,586.13
16	12/28/17	6,109.95	0.00	814.75	5,295.20	237,290.93
17	01/28/18	6,109.95	0.00	796.97	5,312.98	231,977.94
18	02/28/18	6,109.95	0.00	779.12	5,330.83	226,647.12
19	03/28/18	6,109.95	0.00	761.22	5,348.73	221,298.38
20	04/28/18	6,109.95	0.00	743.25	5,366.70	215,931.69

YAMAHA

Dealer: Tommy Dee
Course: The Saints GC Port St. Lu

Quote No: 20D
Quote Date: 06/26/2016

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
21	05/28/18	6,109.95	0.00	725.23	5,384.72	210,546.97
22	06/28/18	6,109.95	0.00	707.14	5,402.81	205,144.16
23	07/28/18	6,109.95	0.00	689.00	5,420.95	199,723.21
24	08/28/18	6,109.95	0.00	670.79	5,439.16	194,284.05
25	09/28/18	6,109.95	0.00	652.52	5,457.43	188,826.62
26	10/28/18	6,109.95	0.00	634.19	5,475.76	183,350.86
27	11/28/18	6,109.95	0.00	615.80	5,494.15	177,856.72
28	12/28/18	6,109.95	0.00	597.35	5,512.60	172,344.12
29	01/28/19	6,109.95	0.00	578.84	5,531.11	166,813.00
30	02/28/19	6,109.95	0.00	560.26	5,549.69	161,263.31
31	03/28/19	6,109.95	0.00	541.62	5,568.33	155,694.98
32	04/28/19	6,109.95	0.00	522.92	5,587.03	150,107.95
33	05/28/19	6,109.95	0.00	504.15	5,605.80	144,502.15
34	06/28/19	6,109.95	0.00	485.33	5,624.62	138,877.52
35	07/28/19	6,109.95	0.00	466.43	5,643.52	133,234.01
36	08/28/19	6,109.95	0.00	447.48	5,662.47	127,571.54
37	09/28/19		128,000.00	428.46	127,571.54	0.00
	Totals:	**219,958.20**		**28,038.20**	**319,920.00**	

YAMAHA

GOLF CAR LEASE QUOTATION

June 26, 2016

BALLOON

Quote No. 20D

For:

Dealer: Tommy Dee
Course: The Saints GC Port St. Lu

Contact: Gina Jolly
Phone:

Quote Summary:

Terms		Per Car		Totals	
Rate:	4.200%	**Retail:**	3,999.00	**Retail:**	319,920.00
Term:	36 months	**Wholesale:**	3,920.00	**Sales Tax:**	0.00
Starting:	09/28/2016	**Residual:**	1,800.00	**Total Financed:**	319,920.00
		Payment:	71.17	**Wholesale:**	313,600.00
		Actual # of Payments:	36	**Dealer Funding:**	319,920.00
				Residual:	144,000.00

80 Cars:

#Cars	Model	Retail Per Car	Residual Per Car
80	DRIVE DC	3,999.00	1,800.00

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
					Total Financed	319,920.00
1	09/28/16	5,693.60	319,920.00	1,075.95	4,617.65	315,302.35
2	10/28/16	5,693.60	0.00	1,060.42	4,633.18	310,669.18
3	11/28/16	5,693.60	0.00	1,044.84	4,648.76	306,020.42
4	12/28/16	5,693.60	0.00	1,029.21	4,664.39	301,356.03
5	01/28/17	5,693.60	0.00	1,013.52	4,680.08	296,675.95
6	02/28/17	5,693.60	0.00	997.78	4,695.82	291,980.13
7	03/28/17	5,693.60	0.00	981.99	4,711.61	287,268.52
8	04/28/17	5,693.60	0.00	966.14	4,727.46	282,541.06
9	05/28/17	5,693.60	0.00	950.24	4,743.36	277,797.70
10	06/28/17	5,693.60	0.00	934.29	4,759.31	273,038.39
11	07/28/17	5,693.60	0.00	918.28	4,775.32	268,263.07
12	08/28/17	5,693.60	0.00	902.22	4,791.38	263,471.69
13	09/28/17	5,693.60	0.00	886.11	4,807.49	258,664.20
14	10/28/17	5,693.60	0.00	869.94	4,823.66	253,840.54
15	11/28/17	5,693.60	0.00	853.72	4,839.88	249,000.65
16	12/28/17	5,693.60	0.00	837.44	4,856.16	244,144.49
17	01/28/18	5,693.60	0.00	821.11	4,872.49	239,272.00
18	02/28/18	5,693.60	0.00	804.72	4,888.88	234,383.12
19	03/28/18	5,693.60	0.00	788.28	4,905.32	229,477.80
20	04/28/18	5,693.60	0.00	771.78	4,921.82	224,555.97

YAMAHA

Dealer: Tommy Dee
Course: The Saints GC Port St. Lu

Quote No: 20D
Quote Date: 06/26/2016

Mon #	Due Date	Payment	Funding/ Residual	Service Charge	Principal Adjustment	Balance
21	05/28/18	5,693.60	0.00	755.23	4,938.37	219,617.60
22	06/28/18	5,693.60	0.00	738.62	4,954.98	214,662.62
23	07/28/18	5,693.60	0.00	721.95	4,971.65	209,690.97
24	08/28/18	5,693.60	0.00	705.23	4,988.37	204,702.60
25	09/28/18	5,693.60	0.00	688.46	5,005.14	199,697.46
26	10/28/18	5,693.60	0.00	671.62	5,021.98	194,675.48
27	11/28/18	5,693.60	0.00	654.73	5,038.87	189,636.61
28	12/28/18	5,693.60	0.00	637.79	5,055.81	184,580.80
29	01/28/19	5,693.60	0.00	620.78	5,072.82	179,507.98
30	02/28/19	5,693.60	0.00	603.72	5,089.88	174,418.10
31	03/28/19	5,693.60	0.00	586.60	5,107.00	169,311.11
32	04/28/19	5,693.60	0.00	569.43	5,124.17	164,186.93
33	05/28/19	5,693.60	0.00	552.19	5,141.41	159,045.53
34	06/28/19	5,693.60	0.00	534.90	5,158.70	153,886.83
35	07/28/19	5,693.60	0.00	517.55	5,176.05	148,710.78
36	08/28/19	5,693.60	0.00	500.14	5,193.46	143,517.32
37	09/28/19	BALLOON	144,000.00	482.68	143,517.32	0.00
	Totals:	**204,969.60**		**29,049.60**	**319,920.00**	

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE. Asst. City Manager-City Engineer
Jesus A. Merejo, Utility Systems Director
Cheryl Shanaberger, Procurement Management Department Director

FROM: Gina Jolly, Procurement Management Department, Buyer

Agenda Item: Motion: #20160170 Westport Wastewater Treatment Plant (WWTP) 24" Line Stop and Influent Flow Meter

Submittal Date: 8/5/2016

STRATEGIC PLAN LINK: Mission Principle A – Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The Westport Wastewater Treatment Plant (WWTP) currently services both the Westport and Southport area. One of the influent flow meters that is used to report monthly flows to the Florida Department of Environmental Protection has failed its semiannual calibration and will need to be replaced. In order to remove and replace the influent flow meter a valve will need to be installed ahead of the meter to shut down the main. The location of the meter is at the beginning of the headworks which is in the same vicinity as where AM Construction Group Inc. is currently working under Contract #20160095 Concrete Restoration of Headworks at Westport WWTP.

ANALYSIS: Due to the fact that AM Construction Group Inc. is currently onsite, the Utility Systems Department (USD) requested a proposal from AM Construction Group Inc. to install the required valve and to remove and replace the faulty influent flow meter. The replacement of the influent flow meter will need to be done in concurrence to when the by-pass piping has been installed by AM Construction Group, Inc. and the influent flow has been redirected around the headworks. USD also requested a proposal from Blue Goose, which is currently on contract. AM Construction, Inc proposal was $59,900.00 and Blue Goose proposal was $70,738.89. USD staff has reviewed the cost and the duration and find AM

Construction, Inc. to be the best value. This will not only eliminate the additional mobilization and demobilization costs, but will also eliminate any coordination issues with having two contractors working within the same vicinity.

FINANCIAL INFORMATION: Funds are available in the Renewal and Replacement Fund, Westport WWTF, Improvements O/T Buildings

LEGAL INFORMATION: Reviewed by Ella Gilbert on 8/5/16 and approved as per form

STAFF RECOMMENDATION: Waive the bidding good cause shown 35.04c, to accept the proposal from AM Construction to complete the project. Approve Contract #20160170 to AM Construction Group Inc. for the Line Stop & Influent Flow Meter at Westport WWTF in the amount of $59,900.00. Contract period is for sixty (60) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: Westport Wastewater Treatment Plant. Due to the Critical Infrastructure Sector of the Homeland Security Act, no location map is provided for Water and Wastewater Facilities

ATTACHMENTS: Proposal from AM Construction Group, Proposal from Blue Goose, Contract

*All attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

AUG 1 1 2016

CITY MANAGER'S OFFICE

12689 – 164th Court North
Jupiter, FL 33478
Fax: (561) 748-9203
Office (561) 262-7874
Cell: (561) 262-7833
Email: amconstruction@bellsouth.net

AM Construction Group, Inc.

DATE: July 19, 2016

LICENSED & INSURED:
General & Plumbing Contractor
AM Construction Group, Inc.
CGC1504453 QB21671 CFC1425723

NAME / ADDRESS:
John Eason
Westport WWTF
3721 SW Darwin Blvd.
Port St. Lucie, FL. 34953
jeason@cityofpsl.com
Phone: (772) 873-6400

Westport WWTF 24" Line stop, new Plug valve & Flow meter install

SCOPE OF WORK:

1. Pre-dig to verify O.D., clearance & existing restraint (mega-lugs on tee). **2 men 10hrs each (1 day) 3-4 weeks prior to ordering line stop fittings. With excavator** **20hrs**
2. Layout & excavate area to -6' from finish grade to install a 24" line stop and support pad. **3 men 20hrs each prior to tapping service. With excavator** **60hrs**
3. Supply & install 24" line stop. **2 men 10hrs each to assist tapping contractor. With crane** **20hrs**
4. Cut in new 24" plug valve, sleeve, mega-lugs, valve box & accessories. **3 men 10hrs each. With crane** **30hrs**
5. Remove line stop, backfill & compact in 12" lifts. **2 men 10hrs each. With excavator & crane.** **20hrs**
6. Cut and remove existing 24" flow meter.
7. Install new Westport supplied 24" flowmeter. **2 men 10hrs each. With crane.** **20hrs**
8. Supply & install new Smith Blair 911 FCA W/316 S.S. HDWR.
9. Clean all areas.
10. All equipment, excavator, crane, materials & labor.
11. All insurances.

Total hrs: **170hrs**

Total Price: Fifty-nine thousand, nine hundred dollars. **$59,900.00**

NOTE: Westport WWTF to supply Vac-truck if needed.
EXCLUDED: Anything not in scope of work.

If this proposal is acceptable to you, please sign below and return to AM Construction Group, Inc., and keep the attached copy for your records.

_____
Customer Signature & Printed Name

QUOTATION & CONTRACT

Blue Goose Construction

Heavy Civil / Underground Utilities / Complete Site Development / Marine

QUOTE No: 1
Quote Date: July 29, 2016
Project: WestPort WWTP

TO: City of Port St Lucie

CONTACT: John Lamb
PHONE:
FAX :
EMAIL :

SCOPE OF WORK

ITEM	Qty	Unit	Unit Price	Extension
Mobilization	1	LS	1,000.00	1,000.00
5 man Crew w/ Supervisor	40	HR	341.00	13,640.00
				-
Equipment:				-
30 Ton Crane	40	HR	175.00	7,000.00
Trackhoe Medium	40	HR	100.00	4,000.00
Cobination Backhoe	40	HR	50.00	2,000.00
Crew Truck w/Hand Tools	40	HR	20.00	800.00
Rev. Plate Compactor	16	HR	10.00	160.00
				13,960.00
				-
Materials:				-
24" Plug Valve	1	EA	13,970.45	13,970.45
24" MJ sleeve Epoxy Coated	1	EA	1,561.61	1,561.61
24" Fitting Restraints	4	EA	1,202.04	4,808.16
24" Mechanical Joint Restraint	1	EA	1,672.90	1,672.90
24" Flange Kits	3	EA	332.58	997.74
Concrete	1	CY	175.00	175.00
24" Line Stop	1	EA	14,558.50	14,558.50
24" Line stop Overnight Charges	4	DAY	1,045.00	4,180.00
Sod / Bahia	50	SY	3.15	157.50
Valve Key Extention	1	EA	57.03	57.03
				42,138.89
			TOTAL	**70,738.89**

CITY OF PORT SAINT LUCIE
CONTRACT #20160170

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and AM Construction Group, Inc. 12689 164th Court North Jupiter, FL Telephone: (561) 262-7833 Fax: (561) 748-9203, hereinafter called "Contractor", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

John Eason, Civil Engineer
City of Port St Lucie, Utility Systems Department
121 SW Port St Lucie Blvd.
Port St Lucie, FL 34984
Telephone: (772) 873-6487
Email: jeason@cityofpsl.com

As used herein the Contract Administrator shall mean:

Gina Jolly, Buyer
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4055 Fax: (772) 871-7337
Email: gjolly@cityofpsl.com

As used herein the Contractor shall mean:

Abel Mendez
AM Construction Group, Inc.
12689 164th Court North
Jupiter, FL
Telephone: (561) 262-7833
Fax: (561) 748-9203
Email: amconstruction@bellsouth.net

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to Bid #20160170 is to provide a 24" Line Stop & Influent Flow Meter at Westport Wastewater Treatment Facility including all addenda, drawings, sheets numbers, are hereby incorporated by this reference.

Scope of Work: Contractor shall complete all work described as follows which shall include, but is not necessarily limited to the following:

- Pre-dig to verify O.D., clearance & existing restraint (mega-lugs on tee).
- Layout & excavate area to -6' from finish grade to install a 24" line stop and support pad
- Supply & install 24" line stop
- Remove line stop, backfill & compact in 12" lifts
- Cut and remove existing 24" flow meter.
- Install new Westport supplied 24" flowmeter
- Supply & install new Smith Blair 911 FCA W/316 S.S. HDWR
- Clean all areas

Contractor shall furnish all labor, materials, equipment and incidentals required to complete the scope of work and as specified herein. The work shall be complete. All labor, materials, and services not expressly indicated or called for in the Contract Documents, which may be necessary for the complete and proper construction of the work in good faith shall be provided by the Contractor as though originally so indicated, at no increase in cost to the City.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will start August xx, 2016 and will terminate on October xx, 2016, sixty (60) calendar days thereafter. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on an "Not to Exceed" amount of $59,900.00. The City will not pay for out-of-pocket expenses sub-Consultant fees or any reimbursable expense.

Payments will be disbursed in the following manner:

The Contract Sum - Work to be paid for on the basis of per unit prices: each, lump sum, linear feet, square yards, system, etc.

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be made in thirty (30) days after the receipt of the Pay Request. Partial Release of Liens from all Contractors, subcontractors, suppliers for materials and sub-contractors are to be attached to each Pay Request.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

Before issuance of final payment, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness connected with the work have been satisfied and paid in full. Final Release of Liens from all contractors, subcontractors, suppliers for materials and sub-contractors are to be attached to the final invoice.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in thirty (30) days unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made in thirty (30) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager.

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction

or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

SECTION VI
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the contract price and time for completion. All changes will be authorized by a written change order approved by the Procurement Department Director, or her designee. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be at cost. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be final and conclusive. Any and all changes in the amount of $25,000.00 or higher per fiscal year require City Council approval and must be signed by the City Manager or his designee as representing the City.

SECTION VII
CONFORMANCE WITH BID

It is understood that the materials and/or work required herein are in accordance with the bid made by the Contractor pursuant to the Invitation to Bid and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor in relation to said bid, and all documents promulgated by the City for inviting bids are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INSURANCE/PAYMENT & PERFORMANCE BONDS

The Contractor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port**

St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160170 – Westport WWTF 24" Line Stop & Influent Flow Meter shall be listed as additionally insured.". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Contractor enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Contractor to ensure that all subcontractors comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: N/A

SECTION IX
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No

reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies – In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor, or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Contractor nor any Subcontractor, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. On completion of the work, Contractor shall remove all Contractors' equipment and all excess materials, and put the work area in a neat, clean and sanitary condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective

materials or suspend any work that is being improperly done subject to the final decision of the City.

Notification - The Contractor shall be responsible to give twenty-four (24) hour notification to the City when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the City has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the City. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the City may employ labor to remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services. The warranties shall include a load rating at the end of construction that meets or exceeds AASHTO and Department standards and requirements.

Implied Warranty of Merchantability - It is understood that the implied warranty of merchantability and fitness for the specified purpose are not disclaimed not withstanding any representation to the contrary.

Warranty and Guarantee - All products furnished by the Contractor shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Contractor

to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager, or his designee.

Dress Code – All personnel in the employ of the selected Contractor shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms neat and clean in appearance, readily identifiable to all City employees and the public. No tee shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This Contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. The Contractor may agree to allow other public agencies the same items at the same terms and conditions as this bid, during the period of time that this Contract is in effect. Each political entity will be responsible for execution of its own requirements with the Bidder.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject area and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor.

Contractual Relations - The Contractor is advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor.

Labor and Equipment - The Contractor shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Standard Production Items – All products offered must be standard production items that have been available to the trade for

Storage and Stockpiling – All storage or stockpiling of tools or materials (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon completion of the work.

Florida Produced Lumber – The Contractor agrees to comply with the provisions of Section 255.20, Florida Statutes, and as may be amended from time to time.

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

Sanitary Conditions – The Contractor shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be deemed necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. The Contractor shall commit no public nuisance.

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval

will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for him and to cooperate with the City. The Contractor shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents. It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

A. Termination of Contract. If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will ensure its completion within the time specified in this Contract or as modified as provided in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work and/or materials. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City five hundred ($500.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or

delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

D. The City may terminate this Contract with or without cause by giving the vendor/Contractor thirty (30) days' notice in writing. Upon delivery of said notice the vendor/Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed. All design work performed will become the property of the City at termination of contract and submitted to City in the format the City dictates.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the selected Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor.

OSHA Compliance – The Contractor must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970. These requirements shall include all primary and refresher training mandated under OSHA guidelines.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed

as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page has been intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA
By:

_____
City Manager

By:_____
Authorized Representative of AM Construction Group, Inc. .

_____
Print Representative's Name

State of
County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Raymond E. Goughnour, Jr. and Darlene M. Goughnour, to combine Lots 2 and 3, Block 304, Port St. Lucie Section Two

Submittal Date: 8/16/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City Codes, rules and policies, the owners of record, Raymond E. Goughnour, Jr. and Darlene M. Goughnour, husband and wife, desire to join the following lands described as Lots 2 and 3, Block 304, in Port St. Lucie Section Two, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records

of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, Codes or Ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by Interim City Attorney, Azlina Goldstein Siegel, and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

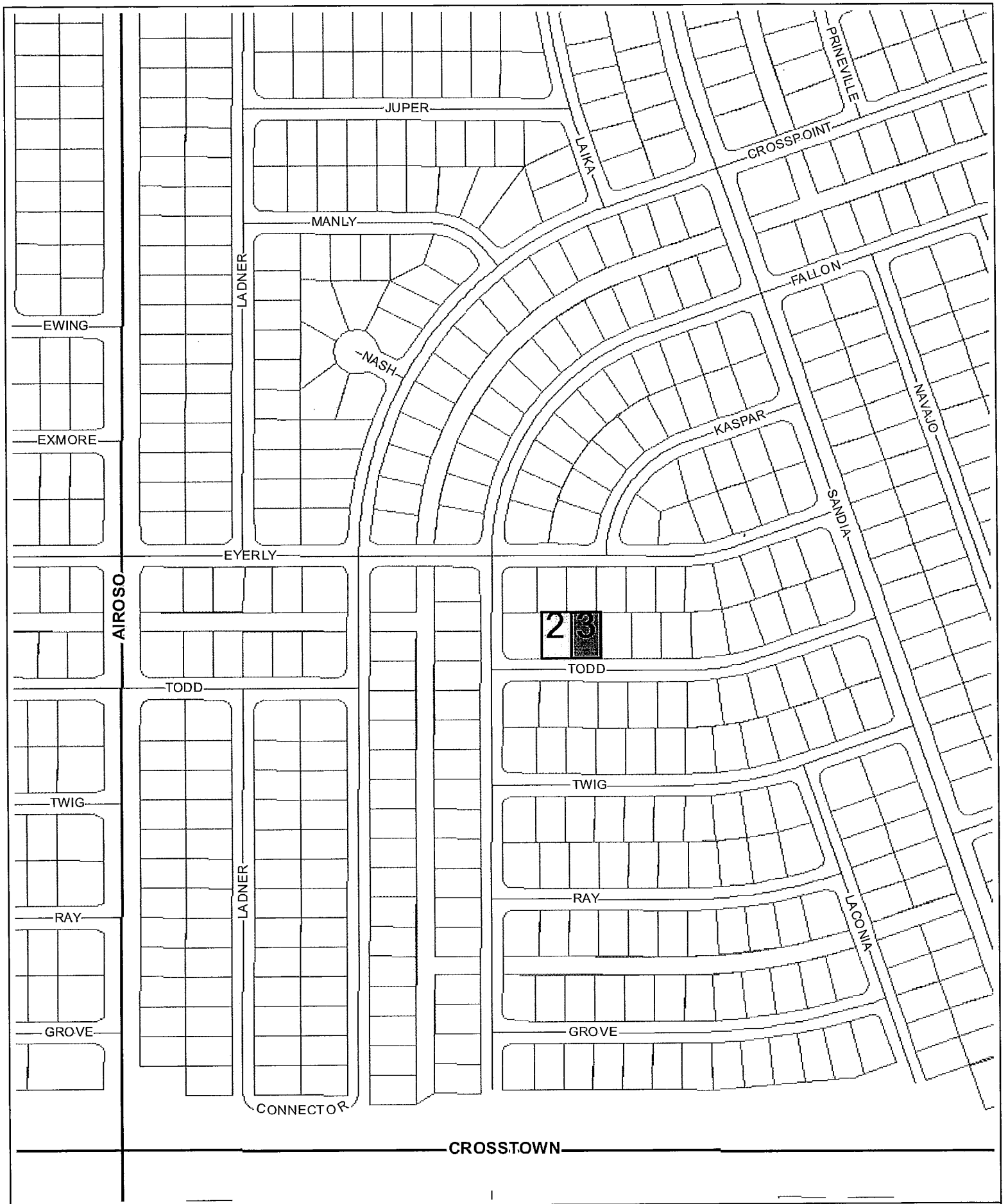
LOCATION OF PROJECT: See attached map, Lots 2 and 3, Block 304, Port St. Lucie Section Two

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

AUG 17 2016

CITY MANAGER'S OFFICE



Unity of Title

Lots 2 and 3

Scale: 0 0.025 0.05 0.1 mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 8/15/2016

This instrument was prepared under the direction of:
Azlina Goldstein Siegel, Esq., Interim City Attorney
Prepared by:
Kimberly A. Sala, Senior Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **RAYMOND E. GOUGHNOUR, JR.** and **DARLENE M. GOUGHNOUR**, husband and wife, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 2 and 3, Block 304, Port St. Lucie Section Two, according to the plat thereof, as recorded in Plat Book 12, at Pages 12A through 12D, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned do hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the

undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agrees that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Raymond E. Goughnour, Jr.

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Darlene M. Goughnour

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by Raymond E. Goughnour, Jr. and Darlene M. Goughnour who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____
_____
to be the person who executed the foregoing instrument.

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

FROM: Azlina Goldstein Siegel, Interim City Attorney AGS

Agenda Item: Motion: Declaration of Unity of Title – Florida Recreation & Investment Properties, LLC, to combine Lots 1, 2, 3, 22, 23 and 24, Block 2358, Port St. Lucie Section Thirty-Four.

Submittal Date: 8/16/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: A Declaration of Unity of title is being placed on the property so that the parcels may be combined and considered as one parcel or plot of land for future development. The applicant desires to rezone the future land use designation for the subject site from Single Family Residential (RS-2) to Service Commercial (CS) for the purpose of future development. The request for Unity of Title was originally presently to the City Council for review and approval at the June 9, 2014 Regular City Council Meeting. At that time, the request was tabled pending review of the Becker Road corridor and so public input could be considered. This public input was calculated as part of the neighborhood plan for Planning Area 4S. City Council approved the neighborhood plan for Planning Area 4S on June 13, 2016.

ANALYSIS: Pursuant to Chapter 158, Appendix B, Section V of the Port St. Lucie Code of Ordinances, a Declaration of Unity of Title for Florida Recreation & Investment Properties, L.L.C., to combine Lots 1, 2, 3, 22, 23 and 24, Block 2358, Section Thirty-Four, is being presented for City Council consideration.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by Interim City Attorney, Azlina Goldstein Siegel and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: See attached map, Lots 1, 2, 3, 22, 23 and 24, Block 2358, Port St. Lucie Section Thirty-Four

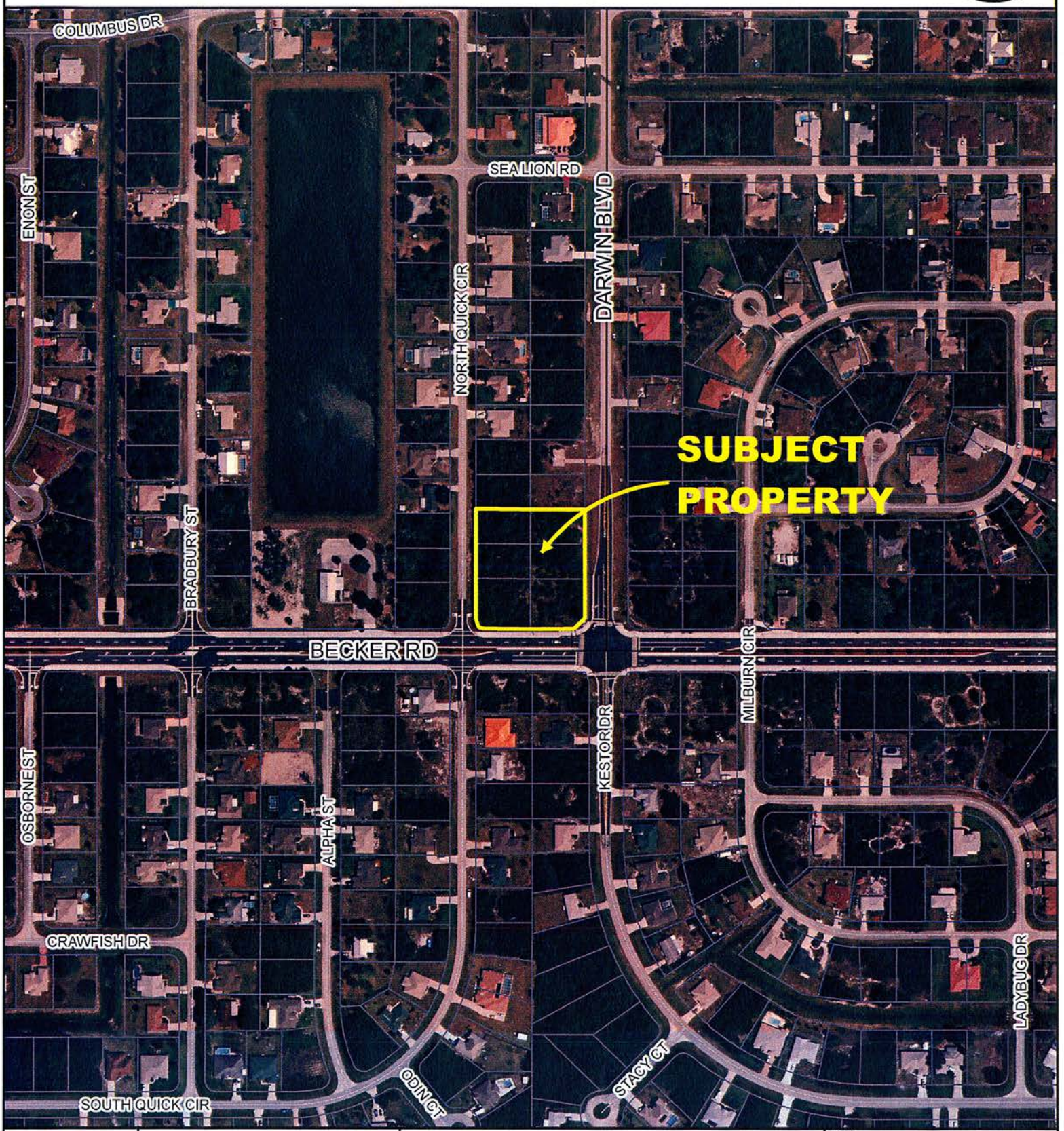
ATTACHMENTS: Map; Declaration of Unity of Title

RECEIVED

AUG 1 7 2016

CITY MANAGER'S OFFICE

SITE LOCATION



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24 AERIAL DATE 4/2012	DATE: 3/10/2014 APPLICATION NUMBER: P14-037 USER: PatriciaS SCALE: 1 in = 300 ft

This instrument was prepared under the direction of:
Azlina Goldstein Siegel, Esq.
Interim City Attorney
Prepared by:
Nancy Hodde, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **FLORIDA RECREATION & INVESTMENT PROPERTIES, LLC**, a Florida corporation is the fee simple owner(s) of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lot(s) 1, 2, 3, 22 and 24, Block 2358, Port St. Lucie Section Thirty-Four, according to the plat thereof, as recorded in Plat Book 15, at Page 9, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do(es) hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately, except in its entirety as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned do(es) hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agree(s) to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in

part, from the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agree(s) that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has/have caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name:_____
Alfred R. Wetzel, Manager
Florida Recreation & Investment Properties, LLC
2600 S. Kanner Highway, Apartment Y-1
Stuart, FL 34994

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

ADDITIONAL INFORMATION

COUNCIL ITEM 8A
DATE 8/22/16

CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
www.cityofpsl.com

MEMORANDUM

TO: Jeff Bremer, City Manager

FROM: Patricia A. Tobin, AICP, Planning and Zoning Director for PT

RE: August 22, 2016 City Council Meeting
Ordinance No. 16-51
P16-060 Town Place Small Scale Comprehensive Plan Amendment

DATE: August 11, 2016

Please find attached additional information requested to be added to the second reading of Ordinance No. 16-51 (P16-060 Town Place Small Scale Comprehensive Plan Amendment) for the August 22, 2016 City Council meeting. Thank You.

RECEIVED
AUG 11 2016
CITY MANAGER'S OFFICE

Katherine Huntress

From: Casey <csk47@comcast.net>
Sent: Tuesday, August 02, 2016 10:47 AM
To: Katherine Huntress
Subject: Town Place project

Hello Katie,

I wanted to thank you for all the information you provided during our phone conversation last week regarding the Town Place project. I spoke with Commissioner Frannie Hutchinson yesterday and she emailed me a concept plan for the project that was very enlightening. I was surprised to see that not one but two entrances/exits were planned for Savanna Club Blvd. One would be for the residents of the two apartment buildings and another for patrons of the retail/commercial businesses. This is a great concern for the thousands of people who already use Savanna Club Blvd. daily to access US1. It is disconcerting to think what impact Racetrack will have when it opens soon and then add in hundreds of more vehicles daily coming from the proposed projects.
Please continue to keep me updated as details become available for this project and as hearing dates are set. It is much appreciated.

Sincerely,

Mr. Casey Krakowiecki
873-0569

This email has been checked for viruses by Avast antivirus software.
www.avast.com

REVISED FROM
1ST READING

ITEM: 8A
DATE: 8/22/16

ORDINANCE 16-51

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR TOWN PLACE (P16-060) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF CG (GENERAL COMMERCIAL) AND RM (MEDIUM DENSITY RESIDENTIAL) FOR A PARCEL LEGALLY DESCRIBED AS A PORTION OF LOTS 15 AND 16, BLOCK 3 AND LOTS 9 AND 10, BLOCK 4 OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF ST. LUCIE GARDENS; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from PSL Town Place Partners, LLC (P16-060), legally described as a Portion of Lots 15 and 16, Block 3 and Lots 9 and 10, Block 4 of Section 26, Township 36 South, Range 40 East, as shown on the Plat of St. Lucie Gardens, located on the east side of US 1, south of Savanna Club Boulevard, north of Huffman Road for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to amend the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres; and

ORDINANCE 16-51

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-060) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on August 8, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-060) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to adjust the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres of land legally described as a Portion of Lots 15 and 16, Block 3 and Lots 9 and 10, Block 4 of Section 26, Township 36 South, Range 40 East, as shown on the Plat of St. Lucie Gardens. located on the east side of US 1, south of Savanna Club Boulevard, north of

Huffman Road by adjusting the future land use designations of CG (General Commercial) and RM (Medium Density Residential). The Existing Future Land Use Map is attached as Exhibit A and the Proposed Future Land Use Map is attached as Exhibit B.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

The remainder of this page is intentionally left blank.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of August, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Azlina Goldstein Siegel,
Interim City Attorney

Karen Phillips

From: Katherine Huntress
Sent: Friday, July 29, 2016 10:20 AM
To: Karen Phillips; Sally Walsh
Cc: Lee Dobbins; Thomas Mullin; Patti Tobin
Subject: FW: Town Place

Good morning,
As per the email below from Lee Dobbins, the applicant for P16-060 Town Place CPA, please readvertise the project for the August 22, 2016 City Council meeting. Please let me know if you need any additional information.
Thanks,
Katie

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

From: Lee Dobbins [mailto:LDobbins@deanmead.com]
Sent: Thursday, July 28, 2016 4:31 PM
To: Katherine Huntress <KHuntress@cityofpsl.com>; Thomas Mullin <TMullin@nasonyeager.com>
Subject: RE: Town Place

Thanks Katie. I talked it over with Tom and my preference would be to readvertise and put us on the Aug 22 City Council agenda. We still have to get the approval of the PUD amendment, which has to go to P&Z and then the City Council, so I don't think this will slow the project down.

From: Katherine Huntress [mailto:KHuntress@cityofpsl.com]
Sent: Thursday, July 28, 2016 3:55 PM
To: Lee Dobbins; Thomas Mullin
Subject: RE: Town Place

Yes, the next meeting is 8/22/16. Attached is the ad for the 8/8/16 meeting.

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

From: Lee Dobbins [mailto:LDobbins@deanmead.com]
Sent: Thursday, July 28, 2016 3:03 PM
To: Katherine Huntress <KHuntress@cityofpsl.com>; Thomas Mullin <TMullin@nasonyeager.com>
Subject: RE: Town Place

Thank you Katie. If that is the case, then we just need to make sure the advertisement for the second reading is correct. I understand we are too late to advertise for second reading on Aug 8. Would we be on the Aug 22 City Council?

DEAN MEAD
ATTORNEYS AT LAW
www.deanmead.com

W. Lee Dobbins
Attorney at Law
LDobbins@deanmead.com
772-464-7700 F: 772-464-7877
Dean, Mead, Minton & Zwemer
1903 South 25th Street
Suite 200, Fort Pierce, Florida 34947
Orlando | Fort Pierce | Gainesville | Tallahassee | Tampa | Viera/Melbourne

PRIVILEGED INFORMATION DISCLAIMER: This email is intended solely for the use of the individual to whom it is addressed and may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please delete this email, destroy any hard copies thereof, and notify us immediately by telephone. Thank you.

From: Katherine Huntress [mailto:KHuntress@cityofpsl.com]
Sent: Thursday, July 28, 2016 2:53 PM
To: Lee Dobbins; Thomas Mullin
Subject: Town Place

The city clerk advertises for the second reading of ordinances only.

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 7/25/16
8/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning

Agenda Item: Ordinance: 16-51 Town Place – Small Scale Comprehensive Plan Amendment (P16-060)

Submittal Date: 7/11/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The proposed project seeks to adjust the boundaries of the existing future land uses of CG (General Commercial) and RM (Residential Medium Density) to accommodate the proposed development of a community shopping center and an apartment complex. The CG (General Commercial) area is proposed to be reduced from 11.91 acres to 10.84 acres, and the RM (Medium Density Residential) is proposed to be increase from 6.60 acres to 7.67 acres. The total land use area that is being proposed to change is 1.07 acres.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The ordinance has been approved as to form by acting city attorney Thomas Mullin via email on July 11, 2016.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on July 5, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 7/25/2016

LOCATION OF PROJECT: The property is located on the east side of US 1, south of Savanna Club Boulevard, and north of Huffman Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/kh

ORDINANCE 16-51

COUNCIL ITEM 10D
DATE 7/25/16

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR TOWN PLACE (P16-060) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF CG (GENERAL COMMERCIAL) AND RM (MEDIUM DENSITY RESIDENTIAL) FOR A PARCEL LEGALLY DESCRIBED AS PARCELS I AND II, ST. LUCIE GARDENS PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

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WHEREAS, the City of Port St. Lucie has received an application from PSL Town Place Partners, LLC (P16-060), legally described as Parcels I and II, St. Lucie Gardens, located on the east side of US 1, south of Savanna Club Boulevard, north of Huffman Road for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, <u>to amend the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres</u>; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly

designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-060) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on August 8, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-060) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to change the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres of land, legally described as Parcels I and II, St. Lucie Gardens, located on the east side of US 1, south of Savanna Club Boulevard, north of Huffman Road by adjusting the future land use designations of CG (General Commercial) and RM (Medium Density Residential). The Existing Future Land Use Map is attached as Exhibit A and the Proposed

Future Land Use Map is attached as Exhibit B.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 8th day of August, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayo

ATTEST:

_____
Karen A. Phillips, City Clerk

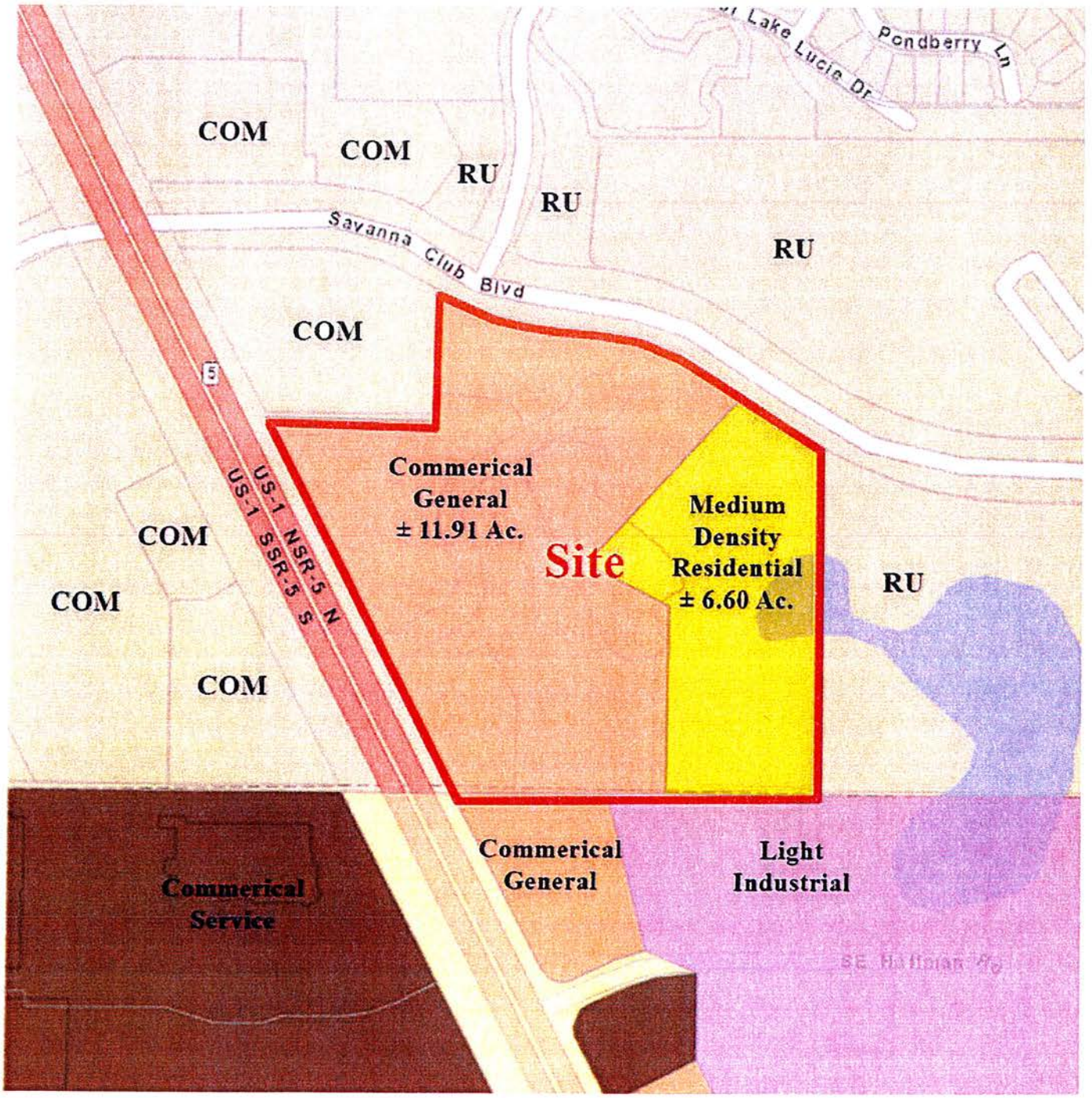
APPROVED AS TO FORM:

_____
Azlina Goldstein Siegel,
Interim City Attorney

Town Place

Existing Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

EXHIBIT A

North

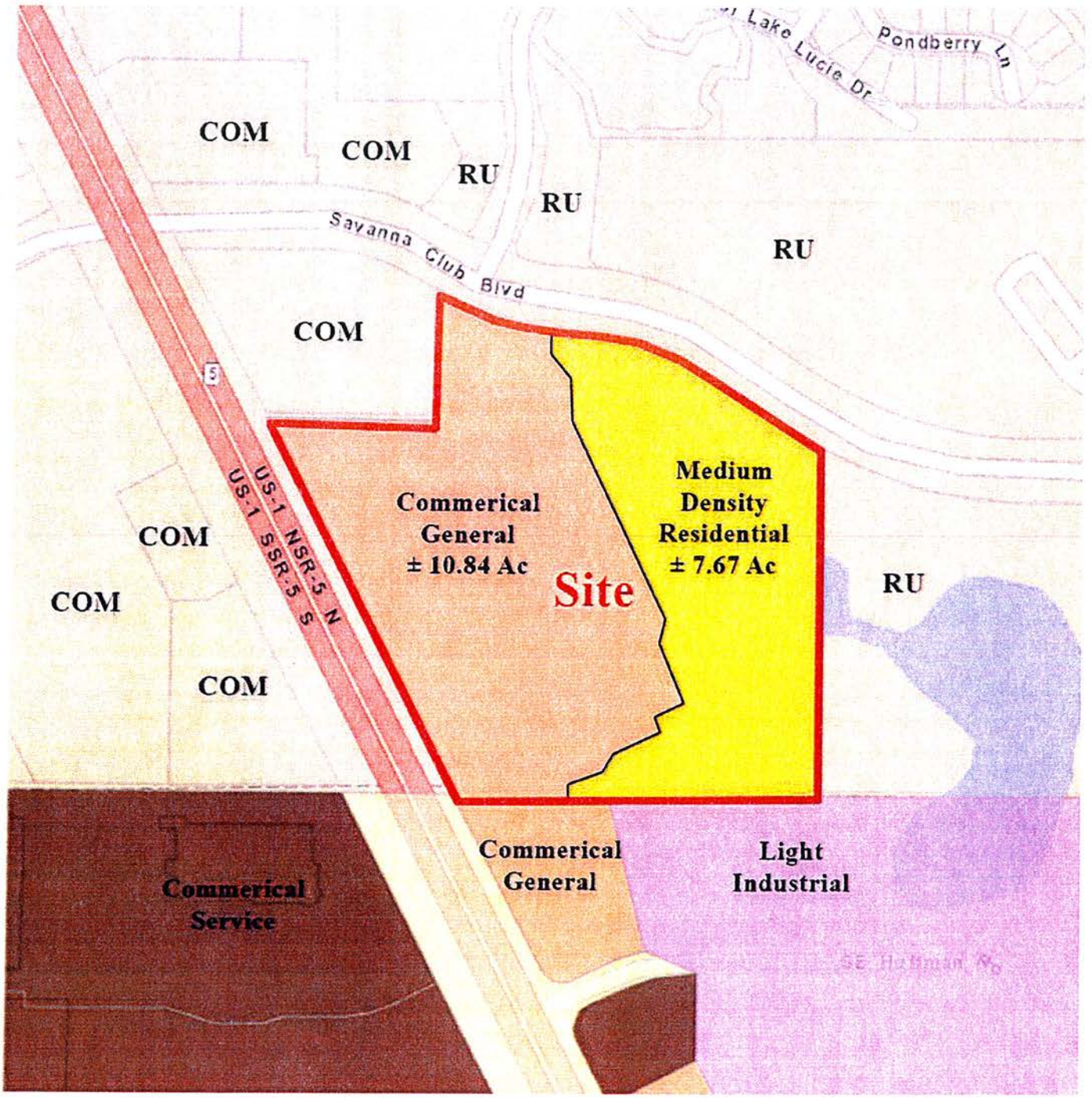
Date: 03/02/16

PSL # : P16-058

Town Place

Proposed Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

EXHIBIT B

North

Date: 03/02/16

PSL # : P16-058

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF JULY 5, 2016**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **TOWN PLACE**
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION
P16-060

DATE: **JUNE 24, 2016**

PROPOSED PROJECT: The proposed project seeks to adjust the boundaries of the existing future land uses of CG (General Commercial) and RM (Residential Medium Density) to accommodate the proposed development of a community shopping center and an apartment complex. The total area to be affected by this adjustment is 1.07 acres.

APPLICANT: Michael Houston, HJA Design Studio

OWNER: PSL Town Place Partners, LLC. The deed is included in the file.

LOCATION: The property is located on the east side of US 1, south of Savanna Club Boulevard, and north of Huffman Road.

LEGAL DESCRIPTION: The property is legally described as Parcels I and II, St. Lucie Gardens.

SIZE: 1.07 acres

EXISTING ZONING: Town Place PUD (Planned Unit Development)

EXISTING USE: Vacant partially disturbed land.

SURROUNDING USES:

	Existing Use	Future Land Use	Zoning
NW	fuel service station and convenience store under construction	SLC COM (Commercial)	SLC CG (General Commercial)
N	preserve area of a multifamily residential community	SLC COM (Commercial) & SLC RU (Residential Urban 5 du/acre)	SLC RM-5 (Medium Density Residential)
S	commercial development and vacant land	CG (General Commercial) & LI/CS (Light Industrial/Service Commercial)	CS (Service Commercial) & WI (Warehouse Industrial)
E	preserve area of a multifamily residential community	SLC RU (Residential Urban 5 du/acre)	RS-2 (Single Family Residential)
W	commercial development	SLC COM (Commercial)	WI (Warehouse Industrial)

EXISTING LAND USE DESIGNATION: 11.91 acres are CG (General Commercial) and 6.60 acres are RM (Medium Density Residential).

REQUESTED LAND USE DESIGNATION: The CG (General Commercial) area is proposed to be reduced from 11.91 acres to 10.84 acres, and the RM (Medium Density Residential) is proposed to be increase from 6.60 acres to 7.67 acres. The total land use area that is being proposed to change is 1.07 acres.

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development. A comparison of the potable water demand and wastewater generation shown below shows a decrease in water and sewer usage.

	Water and wastewater calculations for land use change					
Scenario	**Land Use**	**Acres**	**Allowable Intensity per acre**	**Rate (gpd)**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
Existing	**CG**	1.07	17,424 sf	125 per 1,000 sf	2,178	1,851
Proposed	**RM**	1.07	11 du	115 per unit	1,265	1,075
				Net change	**-913**	**-776**

Transportation: According to the traffic study provided by the applicant, the impact of the land use change to transportation was evaluated using the Institute of Transportation Engineers' (ITE) report, Trip Generation (9th Edition). General Commercial was evaluated as a shopping center (ITE land use 820) and the medium density residential was evaluated as apartments (ITE land use 220). The change in use results in a decrease of 1,308 daily, 27 a.m. peak hour, and 104 p.m. peak hour trips. The change in use results in a decrease in trips for the property; therefore the change in use has no transportation impact on the property.

Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. The level of service is 5 acres per 1,000 people as outlined in §160.85.

Schools: The proposed land use amendment will increase the number of possible residential units by 11 which is anticipated to have a minimal impact on the St. Lucie County School District.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: The environmental assessment provided by the applicant indicates that there are areas of uplands and wetlands on the subject property. The project shall comply with all requirements of Chapter 157 Natural Resource Protection prior to development of the site.

Flood Zone: Flood Insurance Rate Map, St. Lucie County (Map No. 12111C0291J) depicts that the subject site is in flood zone X and is not within the 100-year storm area.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This project will not impact that response time.

Fire/EMS: The nearest fire rescue station #12 is located at 1850 SE Village Green Drive, which is approximately 1.5 miles from the subject property. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This project will not impact adequate service delivery.

Compatibility Analysis: The request for the adjustment of 1.07 acres of CG (General Commercial) and RM (Medium Density Residential) future land uses fits well into the land use patterns of the surrounding area. It is consistent with the Comprehensive Plan and will allow for commercial and residential development of the site.

Justification/Mitigation: The requested land use change is justified and supported by the Comprehensive Plan and is an appropriate use. The subject application is supported and justified by Objective 1.1.3: "Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation, Open Space, and Capital Improvements Element of this Comprehensive Plan) are available concurrent with impacts of development."; and Policy 1.1.3.1: "The development of residential, commercial, and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as: (a) Potable water; (b) Sanitary sewers; (c) Solid waste removal; (d) Vehicular and pedestrian circulation; (e) Public safety;... (h) Electricity; and (i) Drainage."

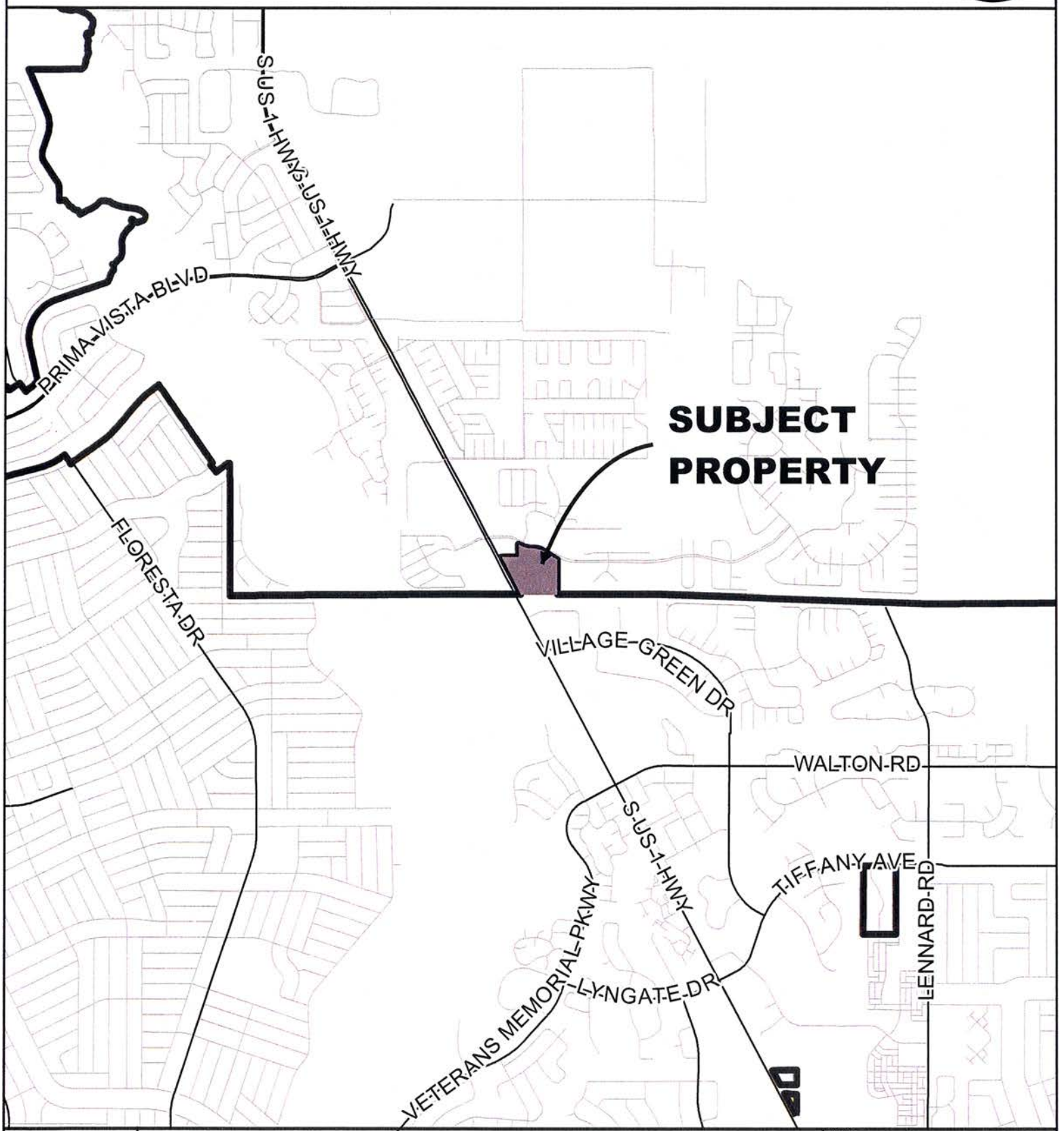
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend approval with conditions
- Motion to recommend denial

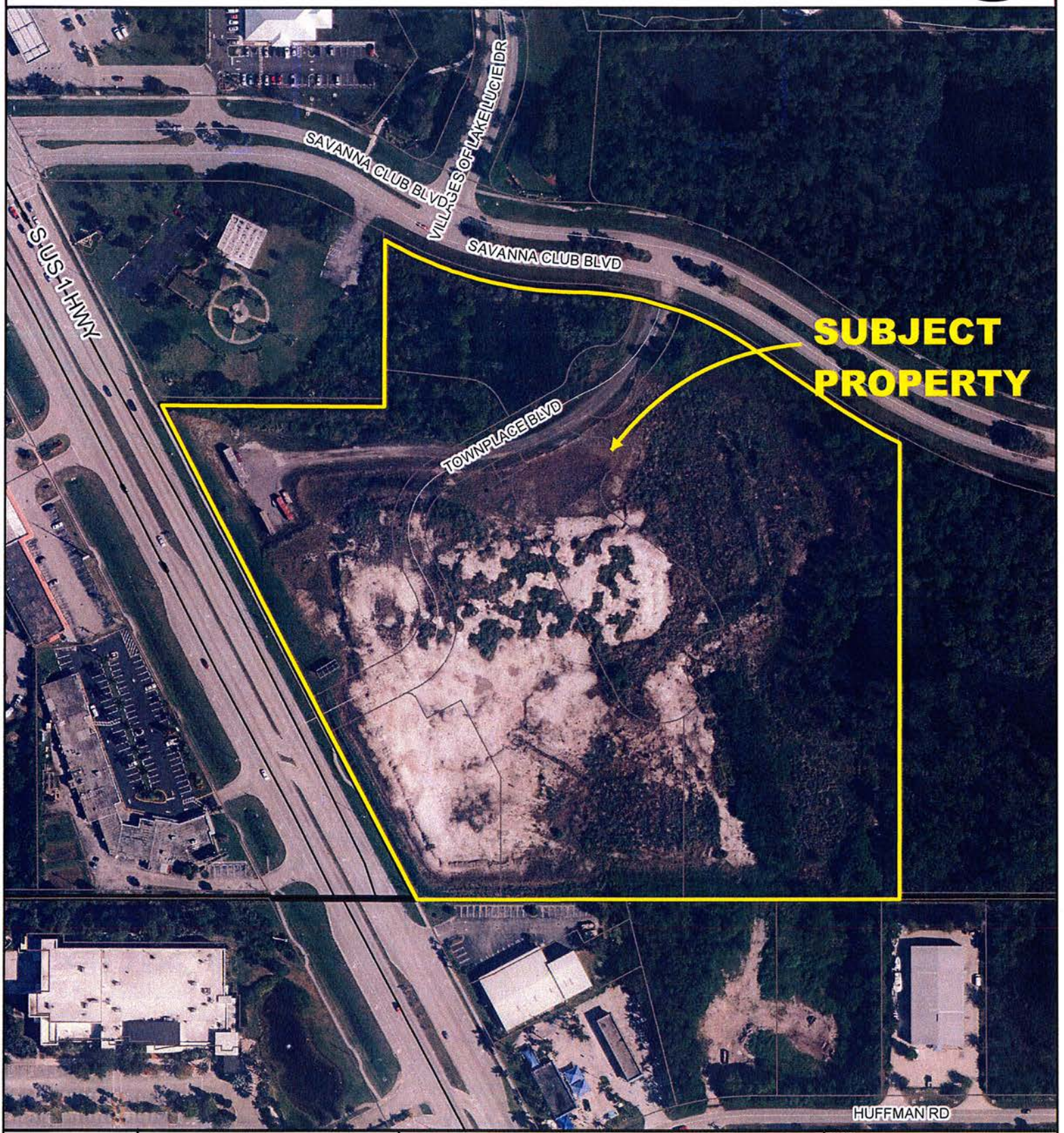
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



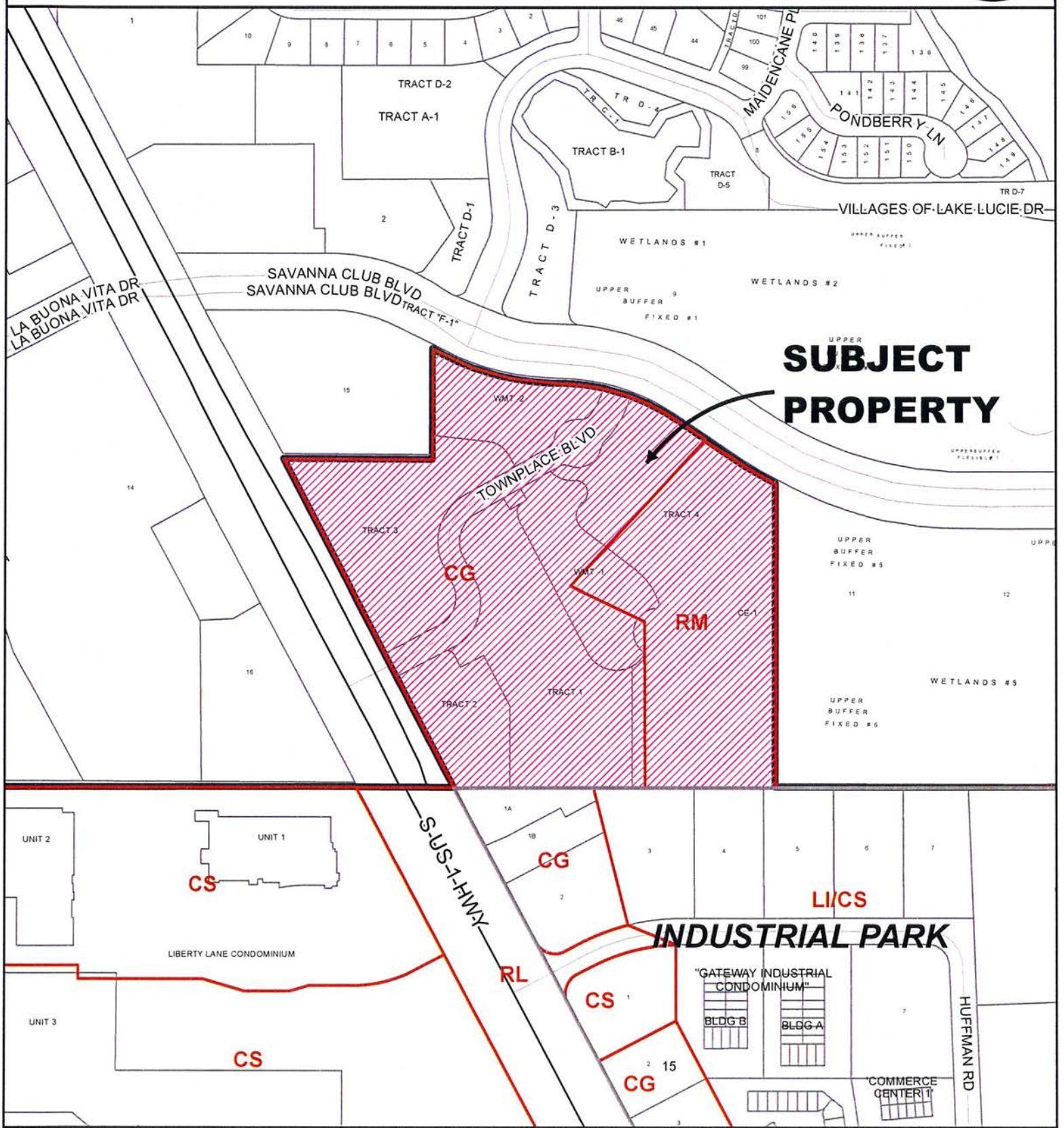
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



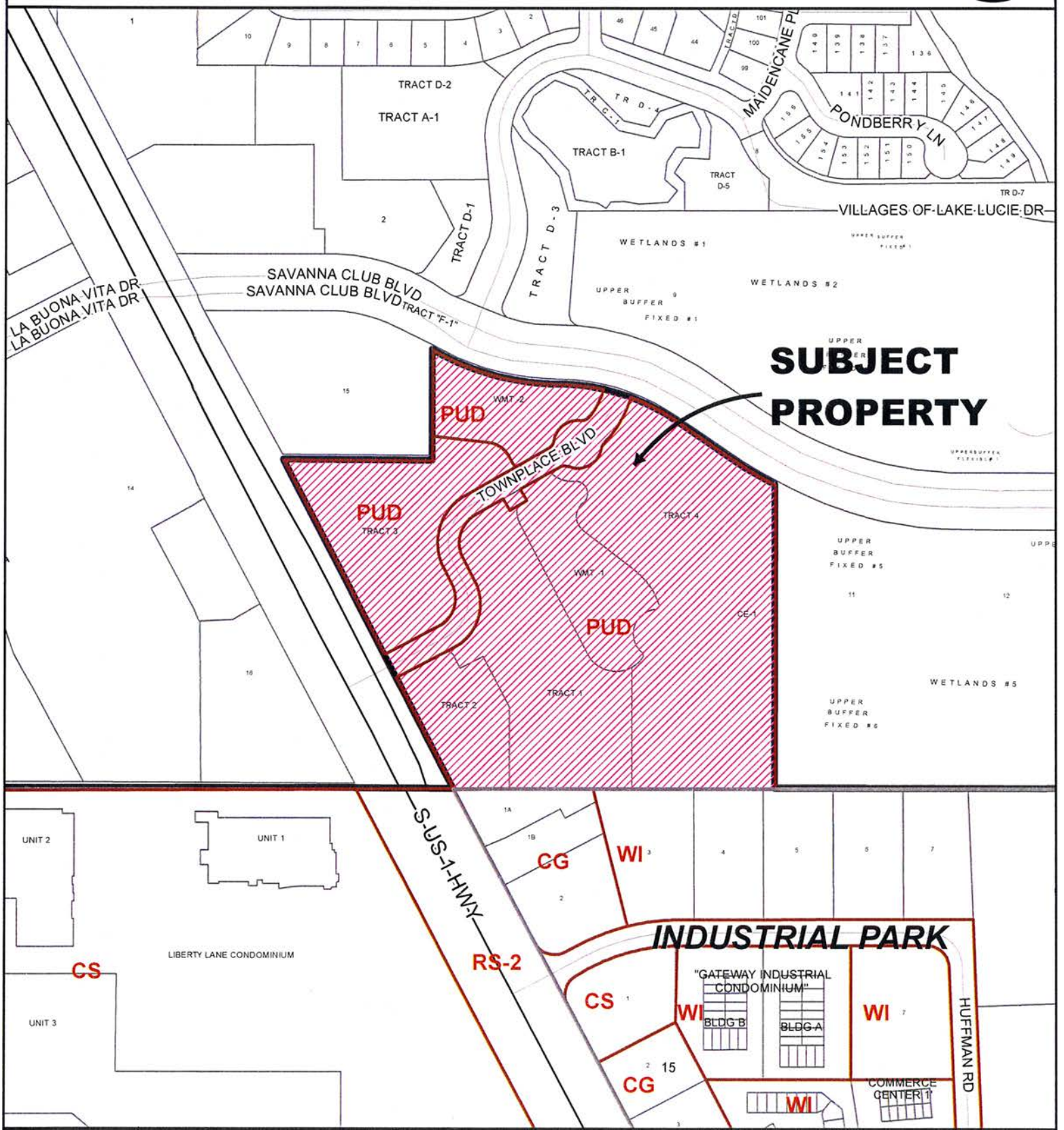
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS AERIAL DATE 2014	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

COMPREHENSIVE PLAN AMENDMENT

PSL TOWN PLACE

PARCELS I & II, ST. LUCIE GARDENS

DATE:	5/16/2016
APPLICATION NUMBER:	P16-060
USER:	patricias
SCALE:	1 in = 300 ft

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

RECEIVED

APR 20 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Hand Delivered

April 20, 2016

Ms. Patty Tobin
Director, Planning and Zoning Department
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd. 34984

RE: Town Place Small Scale Land Use Amendment Application (PSL #P07-137)

Dear Patty,

Please accept this letter and the following materials as our Small Scale land use amendment request for the above referenced project located on U.S. Highway 1 and Savanna Club Boulevard. This application is intended to be reviewed in conjunction with our revised PUD application which was submitted on 4-11-16. This amendment is a request to revise the CG (Commercial General) and RM-11 (Medium Density Residential) land uses on the site to allow for the development of a community shopping center and an apartment complex. The existing CG is 11.91 acres and the RM-11 is 6.6 acres. This request is to reduce the CG to 10.84 acres and increase the RM-11 to 7.67 acres respectively.

As required one hard copy and electronic copy/ transmittal of the following materials are included in this submittal:

1. Completed Checklist with all required items as noted with the exception of #10 & #11 which will be submitted under separate cover.
2. Authorization letters.
3. Application fee in the amount of $4,000.00 ($3960 plus $40/ac.) made out to the City of Port St. Lucie.

Following your review of the application please let us know if you need any additional copies or have any questions. Thank you for your assistance with this application. We look forward to working with you on this unique project.

Sincerely,

Michael Houston ASLA
President

c.c. Jerry Rich
Richard Lundy
Lee Dobbins

HJA Design Studio
50 East Ocean Boulevard Suite 101, Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-060
Fee (Nonrefundable)$ 4,000.00
Receipt # 92288

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: mhouston@hjadstudio.com

PROPERTY OWNER

Name: Richard Lundy, General Manager, PSL Town Place, LLC
Address: 998 SE Town Place Boulevard, Port St. Lucie, Florida 34952

Telephone No.: (772) 446-7344 Fax No.: (772) 446-7628

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Richard Lundy, General Manager
Address: Same as above

Telephone No.: Fax No.:

AGENT OF OWNER (if any)

Name: Michael Houston, HJA Design Studio
Address: 50 E. Ocean Blvd., Suite 101
Stuart, FL 34994
Telephone No.: (772) 678-7200 Fax No.:

PROPERTY INFORMATION

Boundary Description (attach map) See attached exhibit and boundary survey
Property Tax I.D. Number
Current Land Use CG & RM Proposed Land Use CG & RM
Current Zoning PUD Acreage of Property 18.5

Reason for Comprehensive Plan Amendment:
This amendment will adjust the Commercial General (CG) and Residential Multi Family (RM) land uses to reflect the proposed PUD site plan: See attached justification letter.

*Signature of Owner | Michael Houston Hand Print Name | 6.3.16 Date

*If signature is not that of owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

COMPREHENSIVE PLAN AMENDMENT CHECKLIST

The following materials are required for a complete analysis of the application. Much of this material will be forwarded to the Planning and Zoning Board, City Council, and Department of Community Affairs. Please provide material that can be copied in black and white on standard sized paper. Please note that the information must address St. Lucie County if appropriate and must consider maximum utilization of the property unless an appropriate condition is agreed to as part of the application.

✓ 1. Completed application and fee.

✓ 2. Completed rezoning application and fee (optional).

✓ 3. Written description of area subject to application.

✓ 4. Copy of deed(s).

✓ 5. Justification for land use amendment.

✓ 6. List and map of adjacent future land use map classifications located to the north, south, east, and west.

✓ 7. List of adjacent existing land uses located to the north, south, east, and west. (i.e.: house, vacant, store, church, etc).

✓ 8. List of adjacent existing zoning categories located to the north, south, east, and west.

✓ 9. Map and area of site included in FEMA flood plain and 100 and 500-year flood categories with map panel number.

✓ 10. Map and description of the location, type, and area of wetlands located on site. (An Environmental Assessment Report is required for all large scale future land use map amendments.)

✓ 11. Map and description of the location, type and area of existing vegetation using Florida Land Use and Cover Classification System (FLUCAS) categories. (An Environmental Assessment Report is required for all large scale future land use map amendments.)

✓ 12. Traffic analysis.

NA 13. Market study (for commercial categories only).

✓ 14. Capacity analysis, location, and service description for the following public services: sanitary sewer, public water, solid waste, drainage, recreation, fire and emergency services, police, education.

✓ 15. Location map with major streets clearly identified.

✓ 16. Existing future land use map.

✓ 17. Proposed future land use map.

✓ 18. Chart comparing the areas of existing and proposed future land uses.

Applicant's Signature

6.3.14
Date

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Town Place Small Scale Land Use Amendment Justification

6-13-16

This is an amendment request to change the CG and RM-11 land use line configurations and acreages on the Town Place site to reflect the recently proposed PUD. This proposal is to reduce the existing CG area from 11.91 acres to 10.84 and to increase the RM area from 6.6 acres to 7.67 acres respectively for a total change of 1.07 acres.

The Town Place land use amendment and PUD was originally approved 2004 and the PUD was amended in 2007. The Phase One Site Plan was approved on 1-9-06 and Phase Two on 8-14-06. All of these proposals anticipated a project with a mix of one story offices and two story townhomes. The 2008 recession halted progress on the project. The original mix of uses no longer fits within the market and as such a new development concept is proposed with a combination of a more traditional shopping center and an apartment complex similar to the adjacent communities.

The site's very busy U.S. Highway 1 location will also take advantage of the soon-to-be constructed Crosstown Parkway bridge and connection which is just over one half mile south of the site. The proposed commercial shopping center will be anchored by a grocery store and will include a wide variety of stores and other uses which will offer a convenient alternative to local residents who now must drive miles for similar shopping options. This clearly has the potential to substantially decrease the driving time for residents in this part of the City.

The multi- family apartment site will provide rental housing in close proximity to shopping and retail employment opportunities. The standards established through the PUD process will include public pedestrian connections, transit opportunities, public art and provision of attractive and functional public spaces.

LAND USE CHART

	Existing	Proposed
CG	11.91	10.84
RM	6.60	7.67
Total	18.51	18.51

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201
www.hjadesignstudio.com

Drainage Statement

Site drainage shall be via storm inlets and drainage culverts to an onsite detention system discharging off-site at the southeast corner of the project through a series of interconnected wetlands that ultimately connect to the Hogpen Slough. Stormwater discharge from the site shall not be greater than the pre-existing stormwater runoff condition and all water quality treatment and attenuation meeting South Florida Water Management District and City of Port St. Lucie standards shall be provided on site within the detention system.

Utilities Statement

The site is located within the City of Port St. Lucie Utility Department service area. Potable water supply and domestic wastewater collection and transmission services are available at the site via a 12 inch water main and 16 inch force main along the east side of Highway US -1, a 12 inch water main along the east side of Savanna Club Boulevard and a 6 inch force main along the west side of Savanna Club Boulevard.

Town Place

Location Map

City of Port St. Lucie, FL

Prepared by:

HJA DESIGN STUDIO

North

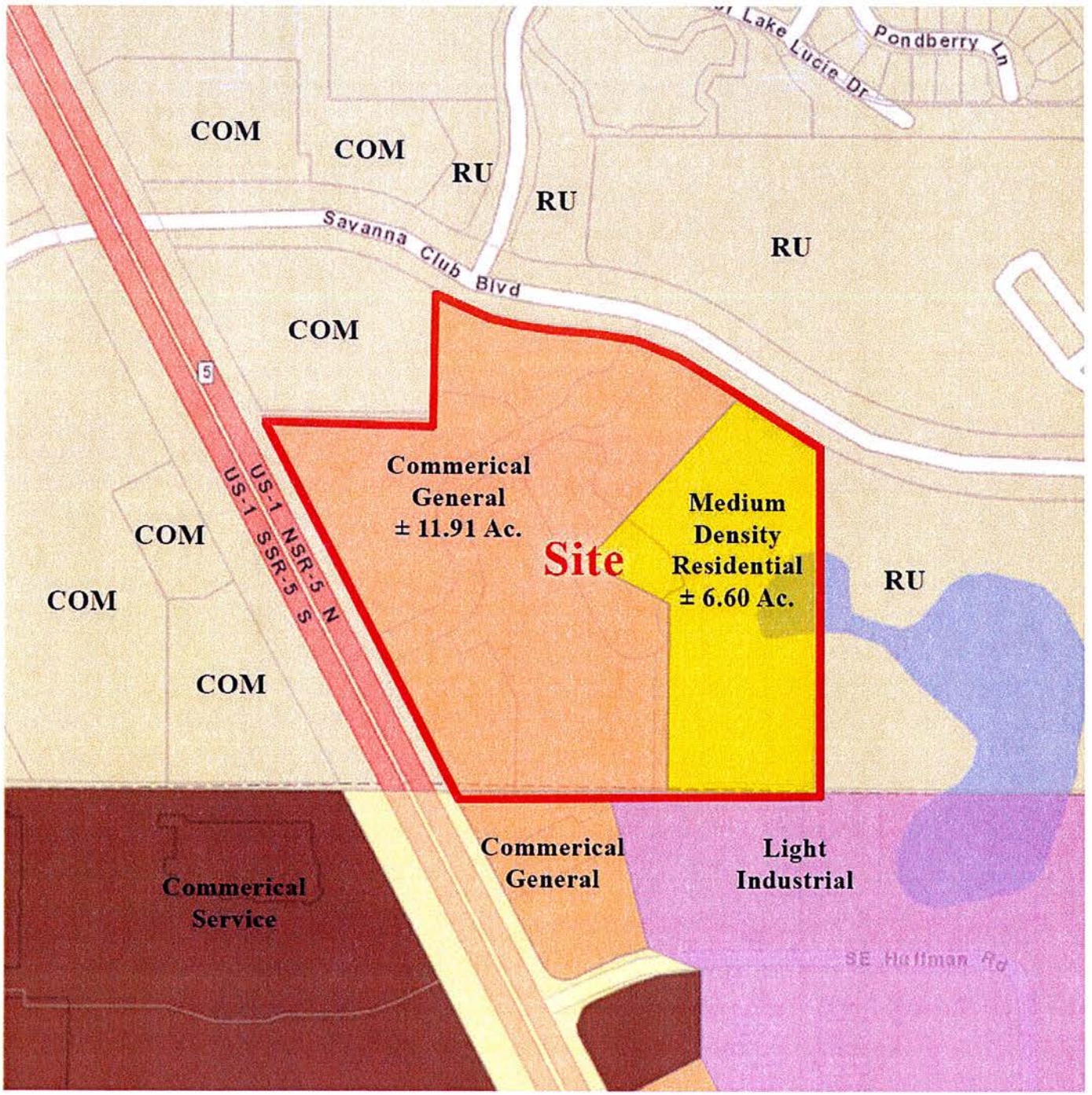
Date: 03/02/16

PSL # : P16-058

Town Place

Existing Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

North

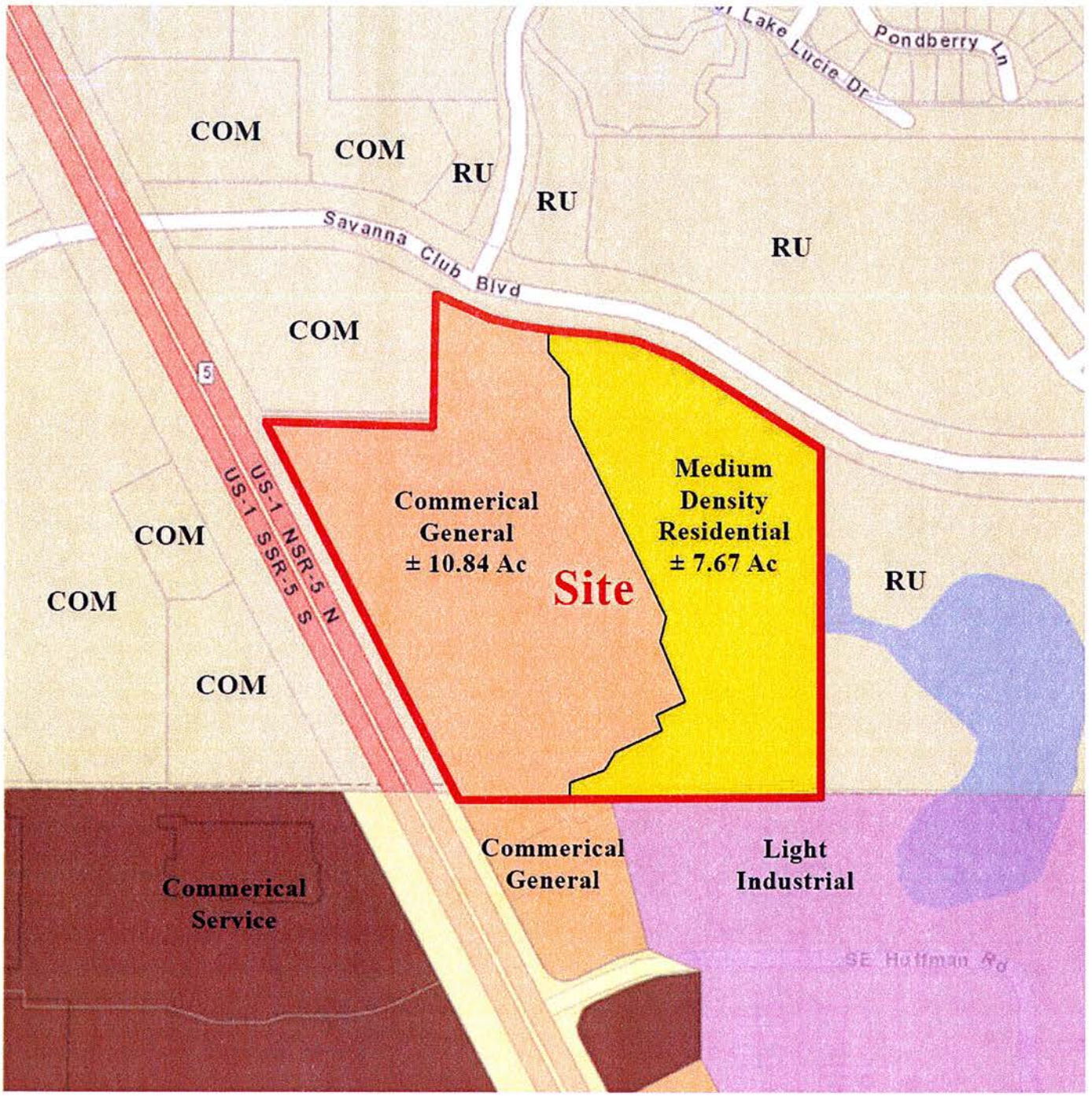
Date: 03/02/16

PSL # : P16-058

Town Place

Proposed Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

North

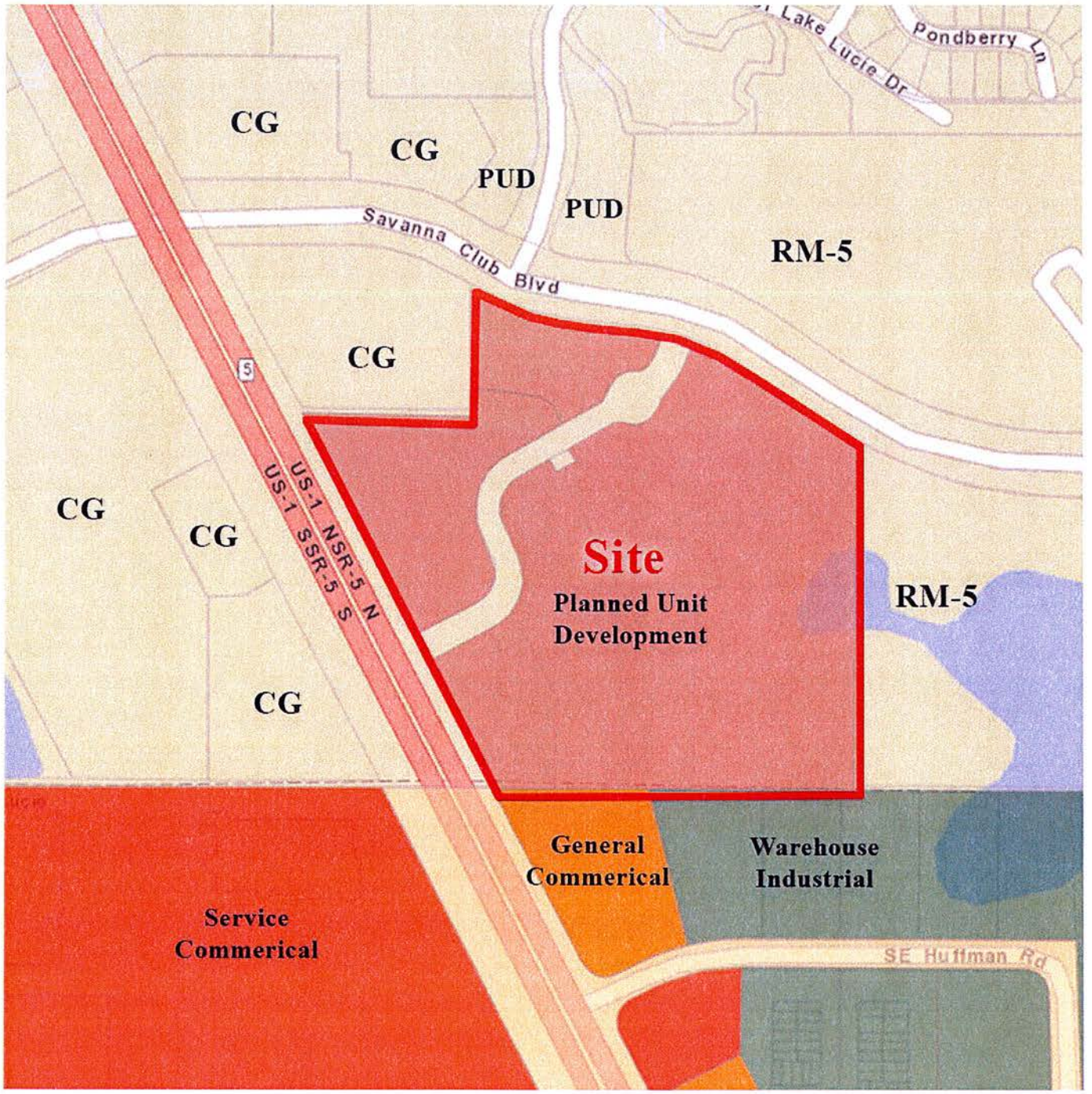
Date: 03/02/16

PSL # : P16-058

Town Place

Zoning Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

North

Date: 03/02/16

PSL # : P16-058

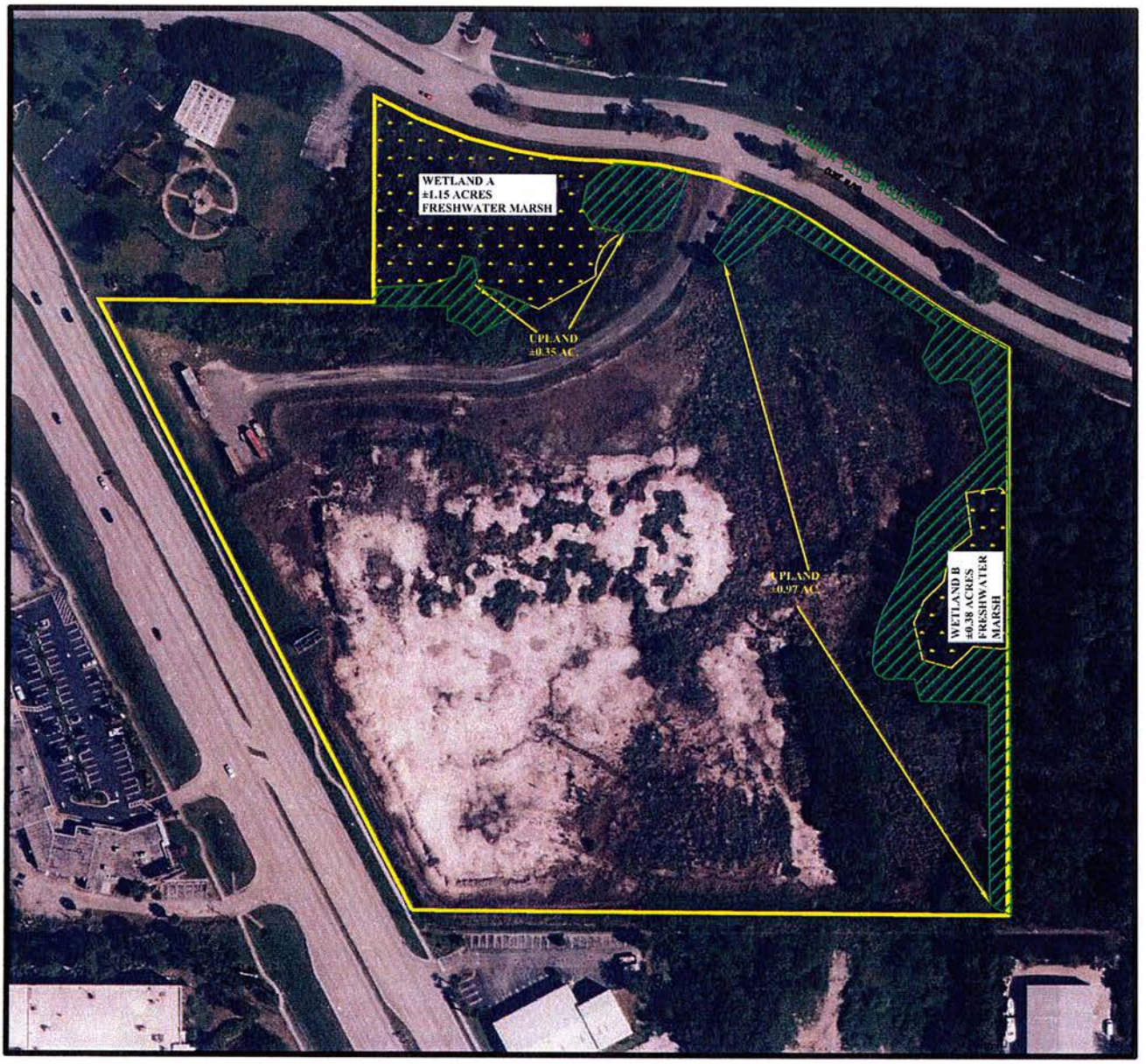
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals
301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
E-mail: Captec1@aol.com
Engineering Business No. EB-0007657

NORTH

0' 100' 200' 400' 800'

SCALE: 1" = 200'



PARCEL ID #S: 3426-766-0006-000-2, 3426-766-0005-000-5, 3426-766-0002-000-4, 3426-766-0008-000-6, 3426-766-0003-000-1, 3426-766-0001-000-7 and 3426-766-0007-000-9

SOURCE: ST. LUCIE COUNTY AERIAL PHOTOGRAPH, 2014 SIDS IMAGE

SFWMD PERMIT # 56-01529-P

ST. LUCIE COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 15-032.12	DRAWING NAME: 01 - WETLAND.DWG	DATE: 17 MAY 2016	FIGURE: 1 OF 2
	26	36S	40E				
LATITUDE: 27°18'36.270"		LONGITUDE: -80°18'33.645"			DESIGNED BY: FRP	DRAWN BY: FRP	CHECKED BY: RLW

TOWN PLACE
PSL TOWN PLACE PARTNERS, LLC
PSL COMPREHENSIVE PLAN AMENDMENT
WETLAND MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

Town Place

Aerial Map

City of Port St. Lucie, FL

Prepared by:

HJA DESIGN STUDIO

North

Date: 03/02/16

PSL # : P16-058

NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
E-mail: Captec1@aol.com
Engineering Business No. EB-0007657

NORTH

0' 100' 200' 400' 800'

SCALE: 1" = 200'

PARCEL ID #S: 3426-766-0006-000-2, 3426-766-0005-000-5, 3426-766-0002-000-4, 3426-766-0008-000-6, 3426-766-0003-000-1, 3426-766-0001-000-7 and 3426-766-0007-000-9

LEGEND:

193-	URBAN LAND IN TRANSITION WITHOUT POSITIVE INDICATOR OF INTENDED ACTIVITY	+/- 15.66 ACRES
411-	PINE FLATWOODS	+/- 1.32 ACRES
641-	FRESHWATER MARSH	+/- 1.53 ACRES
	TOTAL:	+/- 18.51 ACRES

SOURCE: LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM, HANDBOOK 1999 DEPARTMENT OF TRANSPORATION.
SOURCE: ST. LUCIE COUNTY AERIAL PHOTOGRAPH, 2014 SIDS IMAGE

SFWMD PERMIT # 56-01529-P

ST. LUCIE COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	26	36S	40E	15-032.13	02 - FLUCFCS.DWG	17 MAY 2016	2 OF 2
LATITUDE: 27°18'36.270"		LONGITUDE: -80°18'33.645"			DESIGNED BY: FRP	DRAWN BY: FRP	CHECKED BY: RLW

TOWN PLACE
PSL TOWN PLACE PARTNERS, LLC
PSL COMPREHENSIVE PLAN AMENDMENT
FLUCFCS (VEGETATION) MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

PSL Town Place Partners, LLC

998 SE Town Place Blvd
Port St. Lucie, FL 34952
PH: 772-446-7344 FX: 772-446-7628

May 23, 2016

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Town Place - Comprehensive Plan Amendment & PUD Amendment
Ref. #15029

To Whom it May Concern:

Please be advised that Mr. Richard Lundy, General Manager of PSL Town Place Partners, LLC, hereby authorizes Michael Houston of HJA Design Studio, LLC to act as its agent relative to the above referenced project and approval process.

Sincerely,

Mr. Richard Lundy, General Manager
PSL Town Place Partners, LLC

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 23 day of MAY 2016 by Richard C. Lundy, as General Manager, a Florida Limited Liability Company, on behalf of the company who is personally known to me.

(Notary Seal or Stamp)

MEGAN M. JOHNSON
MY COMMISSION # EE 855576
EXPIRES: December 2, 2016
Bonded Thru Notary Public Underwriters

Signature
Notary Public-State of Florida
Print Name Megan M. Johnson
My Commission Expires Dec. 2, 2016

PSL Town Place Partners, LLC

998 SE Town Place Blvd
Port St. Lucie, FL 34952
PH: 772-446-7344 FX: 772-446-7628

December 3rd, 2015

Re: PSL Town Place Partners, LLC
998 SE Town Place Blvd.
Port St. Lucie, FL. 34952

To Whom It May Concern:

As Owner of the above referenced property, I hereby designate Mr. Richard C. Lundy as Owner's Agent for the purpose of all permitting, re-zoning and construction.

Should you have any questions please contact this office.

Sincerely,

Jerome L. Rich
Member

State of Florida
County of St. Lucie

Sworn to and subscribed before me this 3rd day of December, 2015.

Signature of Notary Public
Commissioned State of Florida

MEGAN M. JOHNSON
MY COMMISSION # EE 855576
EXPIRES: December 2, 2016
Bonded Thru Notary Public Underwriters

Notary Stamp

Katherine Huntress

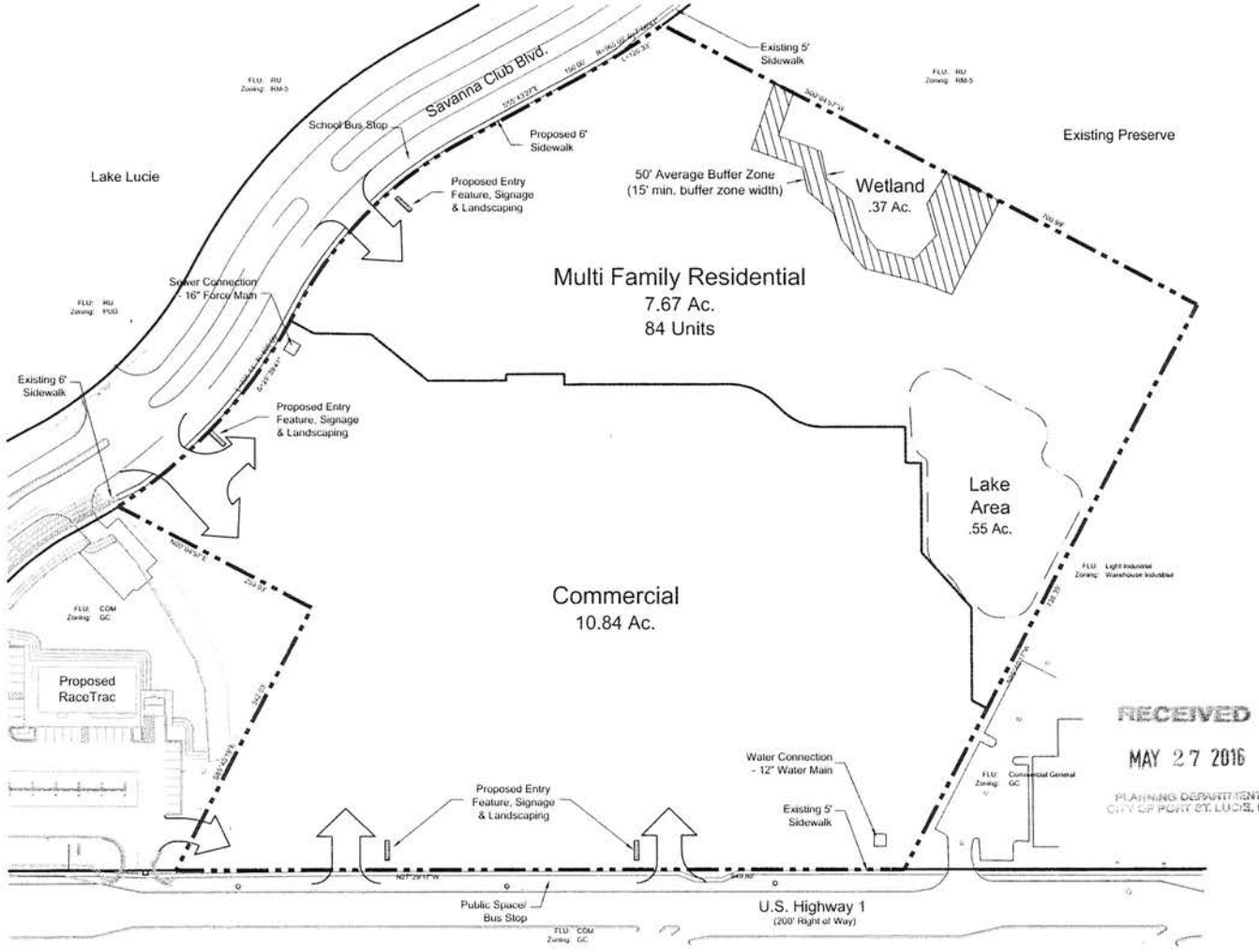
From: Greg Wyatt <greg@wpsl.com>
Sent: Wednesday, June 01, 2016 11:16 AM
To: Katherine Huntress
Subject: Town Place Savannah Club Blvd.

Hi Kate, if was nice talking with you yesterday. Carol and I purchased WPSL in May of 1993. The original owner Ray Sherwood purchased the property on Huffman Road right off of Village Green in the 80s. The WPSL transmitter has been sitting on its acre and a half since 1984. We have a 100 ft. tower and transmitter bldg. Our studios are here in FTP with WJNX and WSTU. The transmitter is a 5KW which is a regional signal which gets into 4 counties. Needless to say we (and FCC) are very sensitive to structures blocking the signal. The obvious was the FPL tower which was built too close to us on Village Green. FCC rules and regs say you can't build a tower within ¼ mile of a non-directional radio station. They have to de-tune that tower for the rest of both of our lives at their expense, so if their buildings are too close, say at the tree line to the north of our property, they would need to make WPSL whole. Our engineer says that an engineering survey would have to be taken by them to show them our signal pattern. They would also have to take another survey when construction is done to see if they have affected our pattern and signal strength to the North, South, West (East is Grand Bahama Island.

The apartments to the east of this proposed project didn't affect us at all until they started pumping water onto our property and the one east of us. Needless to say I am available to take questions at the station 340-1590 for you, your staff or the developers. We are obviously in favor of economic development so we want this to work for everybody but needless to say don't want to damage our future as well.

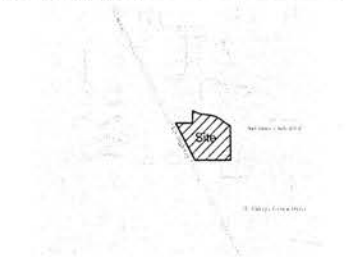
Thanks for the notice, Greg Wyatt VP/GM

Virus-free. www.avast.com



RECEIVED
MAY 27 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Location Map



Site Data

Total Site	18.51 Ac
General Commercial Parcel	10.84 Ac
Multi-family Parcel	7.67 Ac
Future Land Use:	CG / Medium Density
Zoning:	PUD

Regulations

PUD Regulations

Building Setbacks

Highway US 1 Right of Way:	25' Min.
Savannah Club Rd Right of Way:	25' Min.
Side Property Line:	15' Min.
Rear Property Line:	25' Min.

Multi Family — Medium Density

Maximum Allowable Units (7.67 acres x 11 units per acre)	84 Units

Building Setbacks

Front: 10' from Edge of Parking (excludes Garages)
Side: 10' from Edge of Parking (excludes Garages)
Lake: 30' from Edge of Water (excludes Garages)

Minimum Distance between Bldgs:	25'
Maximum Building Coverage:	35%
Maximum Building Height:	46'

Commercial General — CG

Building Setbacks

Front: 10' from Edge of Parking
Side: 10' from Edge of Parking

Minimum Distance between Bldgs:	0'
Maximum Building Coverage:	40%
Maximum Building Height:	50'

Out Parcels

Building Setbacks

Highway US 1 Right of Way:	25' Min.
Side:	10' Min.

Minimum Distance between Bldgs:	20'
Maximum Building Coverage:	40%
Maximum Building Height:	50'

North

Scale: 1" = 60'

0' 30' 60' 120' 180'

PSL # P16-058

HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Town Place

City of Port St. Lucie, Florida
PUD Conceptual Development Plan

Job No	15024
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	4-11-16
Revision Dates	5-20-16 (Staff Comments)

Development Team

Developer / General Manager
PSL Town Place Partners, LLC
Richard Lundy
998 SE Town Place Blvd.
Port St. Lucie, FL 34952
Phone: 772.446.7344

Land Planner/Landscape Architect
HJA Design Studio
Michael Houston
50 East Ocean Blvd., Suite 101
Stuart, FL 34994
Phone: 772.678.7200

Civil Engineer
CAPTEC Engineering, Inc.
Chris Goetzfried
301 NW Flagler Avenue
Stuart, FL 34994
Phone: 772.692.4344

Attorney
Dean Mead Minton and Zwemer
Lee Dobbins
1903 South 25th Street
Fort Perce, FL 34947
Phone: 772.464.7700

Legal Description

BEING A PORTION OF LOTS 15 AND 16, BLOCK 3 AND LOTS 9 AND 10, BLOCK 4 OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF ST. LUCIE GARDENS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 35 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE NORTH 89°40'17" WEST, ALONG A PORTION OF THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1984.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°40'17" WEST ALONG A PORTION OF THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 736.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 27°29'17" WEST ALONG A PORTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 849.80 FEET; THENCE SOUTH 89°40'19" EAST, A DISTANCE OF 342.03 FEET; THENCE NORTH 00°04'57" EAST, A DISTANCE OF 253.03 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAVANNA CLUB BOULEVARD AS SHOWN ON SAVANNA CLUB PLAT NO. ONE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 26, AT PAGE 7 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A POINT ON A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 590.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°39'41", A DISTANCE OF 305.48 FEET TO A POINT OF REVERSE CURVATURE; THENCE BY A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 33°56'51" AND AN ARC DISTANCE OF 287.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55°43'27" EAST, A DISTANCE OF 150.00 FEET TO HA POINT OF CURVATURE; THENCE BY A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 365.00 FEET, A CENTRAL ANGLE OF 07°08'41" AND AN ARC DISTANCE OF 120.33 FEET TO A POINT; THENCE SOUTH 00°04'57" WEST, A DISTANCE OF 759.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN ST. LUCIE COUNTY, FLORIDA AND CONTAINING 18.51 ACRES. (806,418 SQUARE FEET)

Drainage Statement

Site drainage shall be via storm inlets and drainage culverts to an onsite detention system discharging off-site at the southeast corner of the project through a series of interconnected wetlands that ultimately connect to the Hoggen Slough. Stormwater discharge from the site shall not be greater than the pre-existing stormwater runoff condition and all water quality treatment and attenuation meeting South Florida Water Management District and City of Port St. Lucie standards shall be provided on site within the detention system.

Utilities Statement

The site is located within the City of Port St. Lucie Utility Department service area. Potable water supply and domestic wastewater collection and transmission services are available at the site via a 12 inch water main and 16 inch force main along the east side of Highway US-1, a 12 inch water main along the east side of Savanna Club Boulevard and a 6 inch force main along the west side of Savanna Club Boulevard.

Copyright
The following drawings and the contents of service to the construction modified, they are the property of design, as the designer, and were created, evolved and developed for use on and in connection with the specified project. Ideas or such ideas, designs, arrangements or plans shall be used by, or disclosed to, any person or entity other than the person who/which entered into the written permission of the designer.

REVISED FROM
1ST READING

ITEM: 8A
DATE: 8/22/16

ORDINANCE 16-51

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR TOWN PLACE (P16-060) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF CG (GENERAL COMMERCIAL) AND RM (MEDIUM DENSITY RESIDENTIAL) FOR A PARCEL LEGALLY DESCRIBED AS A PORTION OF LOTS 15 AND 16, BLOCK 3 AND LOTS 9 AND 10, BLOCK 4 OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF ST. LUCIE GARDENS; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from PSL Town Place Partners, LLC (P16-060), legally described as a Portion of Lots 15 and 16, Block 3 and Lots 9 and 10, Block 4 of Section 26, Township 36 South, Range 40 East, as shown on the Plat of St. Lucie Gardens, located on the east side of US 1, south of Savanna Club Boulevard, north of Huffman Road for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to amend the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres; and

ORDINANCE 16-51

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-060) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on August 8, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-060) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to adjust the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres of land legally described as a Portion of Lots 15 and 16, Block 3 and Lots 9 and 10, Block 4 of Section 26, Township 36 South, Range 40 East, as shown on the Plat of St. Lucie Gardens. located on the east side of US 1, south of Savanna Club Boulevard, north of

Huffman Road by adjusting the future land use designations of CG (General Commercial) and RM (Medium Density Residential). The Existing Future Land Use Map is attached as Exhibit A and the Proposed Future Land Use Map is attached as Exhibit B.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

The remainder of this page is intentionally left blank.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of August, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Azlina Goldstein Siegel,
Interim City Attorney

Karen Phillips

From: Katherine Huntress
Sent: Friday, July 29, 2016 10:20 AM
To: Karen Phillips; Sally Walsh
Cc: Lee Dobbins; Thomas Mullin; Patti Tobin
Subject: FW: Town Place

Good morning,
As per the email below from Lee Dobbins, the applicant for P16-060 Town Place CPA, please readvertise the project for the August 22, 2016 City Council meeting. Please let me know if you need any additional information.
Thanks,
Katie

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

From: Lee Dobbins [mailto:LDobbins@deanmead.com]
Sent: Thursday, July 28, 2016 4:31 PM
To: Katherine Huntress <KHuntress@cityofpsl.com>; Thomas Mullin <TMullin@nasonyeager.com>
Subject: RE: Town Place

Thanks Katie. I talked it over with Tom and my preference would be to readvertise and put us on the Aug 22 City Council agenda. We still have to get the approval of the PUD amendment, which has to go to P&Z and then the City Council, so I don't think this will slow the project down.

From: Katherine Huntress [mailto:KHuntress@cityofpsl.com]
Sent: Thursday, July 28, 2016 3:55 PM
To: Lee Dobbins; Thomas Mullin
Subject: RE: Town Place

Yes, the next meeting is 8/22/16. Attached is the ad for the 8/8/16 meeting.

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

From: Lee Dobbins [mailto:LDobbins@deanmead.com]
Sent: Thursday, July 28, 2016 3:03 PM
To: Katherine Huntress <KHuntress@cityofpsl.com>; Thomas Mullin <TMullin@nasonyeager.com>
Subject: RE: Town Place

Thank you Katie. If that is the case, then we just need to make sure the advertisement for the second reading is correct. I understand we are too late to advertise for second reading on Aug 8. Would we be on the Aug 22 City Council?

DEAN MEAD
ATTORNEYS AT LAW
www.deanmead.com

W. Lee Dobbins
Attorney at Law
LDobbins@deanmead.com
772-464-7700 F: 772-464-7877
Dean, Mead, Minton & Zwemer
1903 South 25th Street
Suite 200, Fort Pierce, Florida 34947
Orlando | Fort Pierce | Gainesville | Tallahassee | Tampa | Viera/Melbourne

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From: Katherine Huntress [mailto:KHuntress@cityofpsl.com]
Sent: Thursday, July 28, 2016 2:53 PM
To: Lee Dobbins; Thomas Mullin
Subject: Town Place

The city clerk advertises for the second reading of ordinances only.

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 7/25/16
8/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning

Agenda Item: Ordinance: 16-51 Town Place – Small Scale Comprehensive Plan Amendment (P16-060)

Submittal Date: 7/11/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The proposed project seeks to adjust the boundaries of the existing future land uses of CG (General Commercial) and RM (Residential Medium Density) to accommodate the proposed development of a community shopping center and an apartment complex. The CG (General Commercial) area is proposed to be reduced from 11.91 acres to 10.84 acres, and the RM (Medium Density Residential) is proposed to be increase from 6.60 acres to 7.67 acres. The total land use area that is being proposed to change is 1.07 acres.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The ordinance has been approved as to form by acting city attorney Thomas Mullin via email on July 11, 2016.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on July 5, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 7/25/2016

LOCATION OF PROJECT: The property is located on the east side of US 1, south of Savanna Club Boulevard, and north of Huffman Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/kh

ORDINANCE 16-51

COUNCIL ITEM 10D
DATE 7/25/16

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR TOWN PLACE (P16-060) TO AMEND THE BOUNDARIES OF THE EXISTING FUTURE LAND USE DESIGNATIONS OF CG (GENERAL COMMERCIAL) AND RM (MEDIUM DENSITY RESIDENTIAL) FOR A PARCEL LEGALLY DESCRIBED AS PARCELS I AND II, ST. LUCIE GARDENS PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from PSL Town Place Partners, LLC (P16-060), legally described as Parcels I and II, St. Lucie Gardens**,** located on the east side of US 1, south of Savanna Club Boulevard, north of Huffman Road for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, <u>to amend the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres</u>; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly

designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-060) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on August 8, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-060) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to change the boundaries of the existing future land use designations of CG (General Commercial) and RM (Medium Density Residential), affecting approximately 1.07 acres of land, legally described as Parcels I and II, St. Lucie Gardens, located on the east side of US 1, south of Savanna Club Boulevard, north of Huffman Road by adjusting the future land use designations of CG (General Commercial) and RM (Medium Density Residential). The Existing Future Land Use Map is attached as Exhibit A and the Proposed

Future Land Use Map is attached as Exhibit B.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 8th day of August, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayo

ATTEST:

_____
Karen A. Phillips, City Clerk

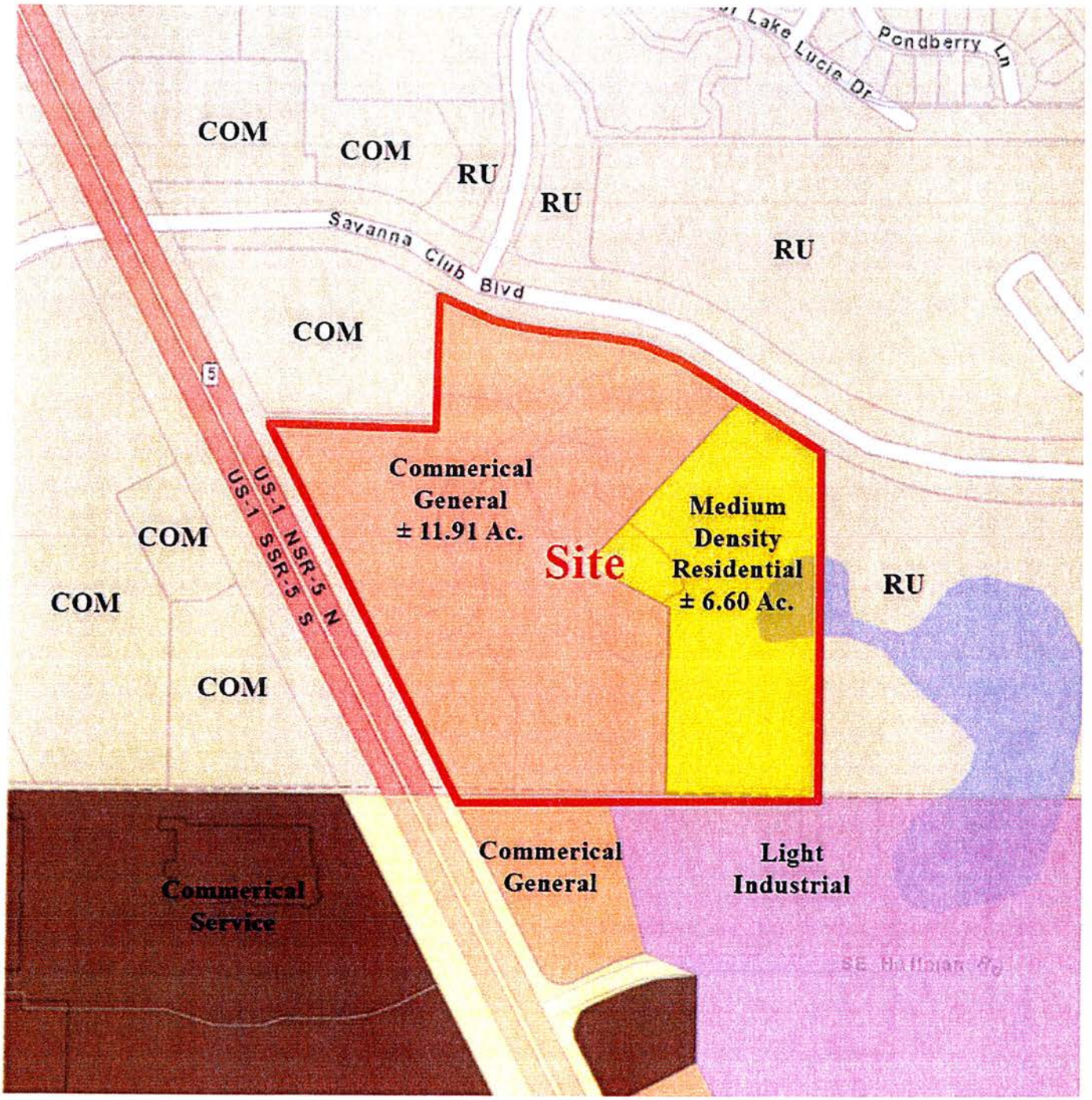
APPROVED AS TO FORM:

_____
Azlina Goldstein Siegel,
Interim City Attorney

Town Place

Existing Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

EXHIBIT A

North

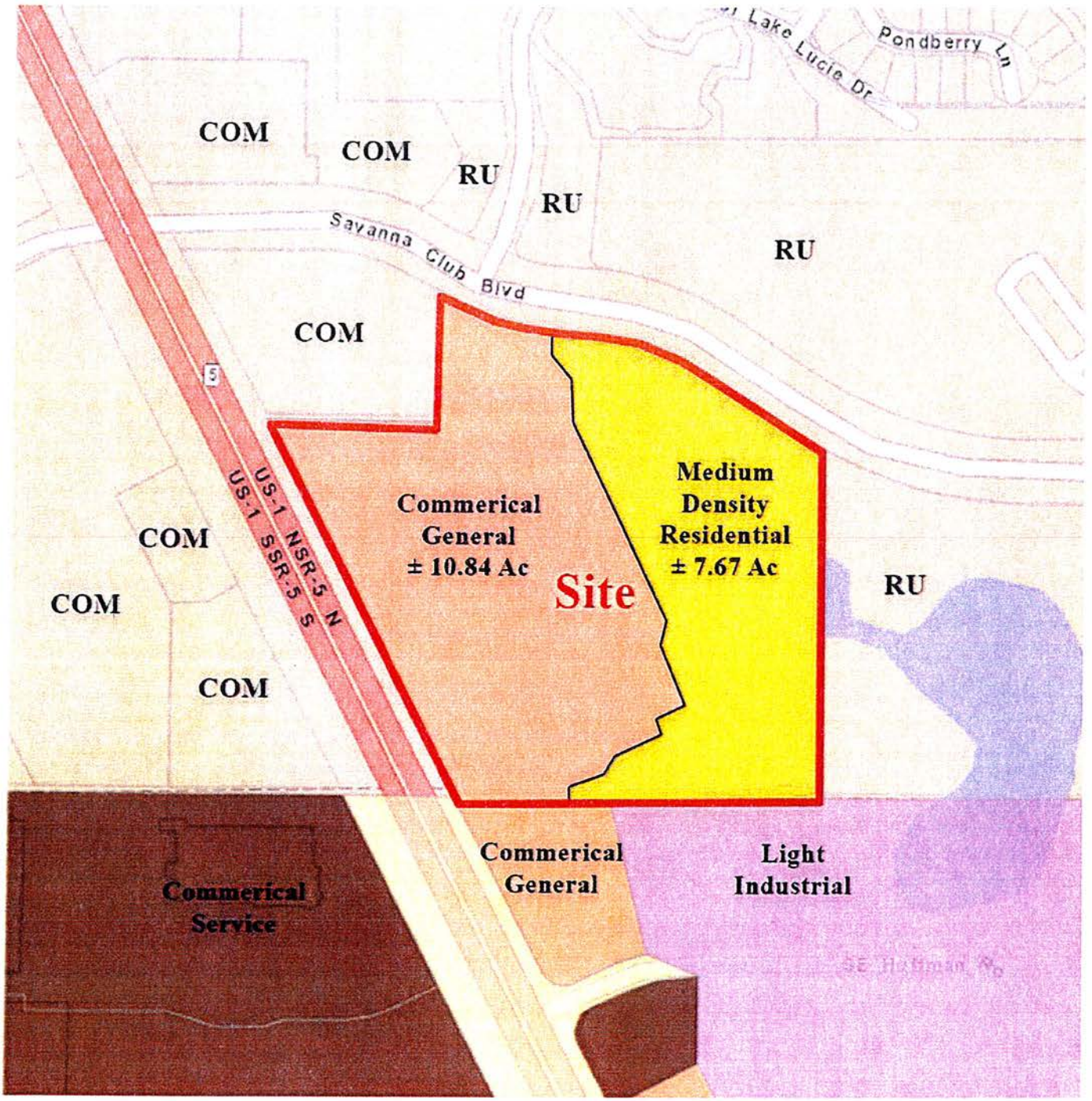
Date: 03/02/16

PSL # : P16-058

Town Place

Proposed Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

EXHIBIT B

North

Date: 03/02/16

PSL # : P16-058

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF JULY 5, 2016**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **TOWN PLACE**
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION
P16-060

DATE: **JUNE 24, 2016**

PROPOSED PROJECT: The proposed project seeks to adjust the boundaries of the existing future land uses of CG (General Commercial) and RM (Residential Medium Density) to accommodate the proposed development of a community shopping center and an apartment complex. The total area to be affected by this adjustment is 1.07 acres.

APPLICANT: Michael Houston, HJA Design Studio

OWNER: PSL Town Place Partners, LLC. The deed is included in the file.

LOCATION: The property is located on the east side of US 1, south of Savanna Club Boulevard, and north of Huffman Road.

LEGAL DESCRIPTION: The property is legally described as Parcels I and II, St. Lucie Gardens.

SIZE: 1.07 acres

EXISTING ZONING: Town Place PUD (Planned Unit Development)

EXISTING USE: Vacant partially disturbed land.

SURROUNDING USES:

	Existing Use	Future Land Use	Zoning
NW	fuel service station and convenience store under construction	SLC COM (Commercial)	SLC CG (General Commercial)
N	preserve area of a multifamily residential community	SLC COM (Commercial) & SLC RU (Residential Urban 5 du/acre)	SLC RM-5 (Medium Density Residential)
S	commercial development and vacant land	CG (General Commercial) & LI/CS (Light Industrial/Service Commercial)	CS (Service Commercial) & WI (Warehouse Industrial)
E	preserve area of a multifamily residential community	SLC RU (Residential Urban 5 du/acre)	RS-2 (Single Family Residential)
W	commercial development	SLC COM (Commercial)	WI (Warehouse Industrial)

EXISTING LAND USE DESIGNATION: 11.91 acres are CG (General Commercial) and 6.60 acres are RM (Medium Density Residential).

REQUESTED LAND USE DESIGNATION: The CG (General Commercial) area is proposed to be reduced from 11.91 acres to 10.84 acres, and the RM (Medium Density Residential) is proposed to be increase from 6.60 acres to 7.67 acres. The total land use area that is being proposed to change is 1.07 acres.

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development. A comparison of the potable water demand and wastewater generation shown below shows a decrease in water and sewer usage.

	Water and wastewater calculations for land use change					
Scenario	**Land Use**	**Acres**	**Allowable Intensity per acre**	**Rate (gpd)**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
Existing	**CG**	1.07	17,424 sf	125 per 1,000 sf	2,178	1,851
Proposed	**RM**	1.07	11 du	115 per unit	1,265	1,075
				Net change	**-913**	**-776**

Transportation: According to the traffic study provided by the applicant, the impact of the land use change to transportation was evaluated using the Institute of Transportation Engineers' (ITE) report, Trip Generation (9th Edition). General Commercial was evaluated as a shopping center (ITE land use 820) and the medium density residential was evaluated as apartments (ITE land use 220). The change in use results in a decrease of 1,308 daily, 27 a.m. peak hour, and 104 p.m. peak hour trips. The change in use results in a decrease in trips for the property; therefore the change in use has no transportation impact on the property.

Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. The level of service is 5 acres per 1,000 people as outlined in §160.85.

Schools: The proposed land use amendment will increase the number of possible residential units by 11 which is anticipated to have a minimal impact on the St. Lucie County School District.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: The environmental assessment provided by the applicant indicates that there are areas of uplands and wetlands on the subject property. The project shall comply with all requirements of Chapter 157 Natural Resource Protection prior to development of the site.

Flood Zone: Flood Insurance Rate Map, St. Lucie County (Map No. 12111C0291J) depicts that the subject site is in flood zone X and is not within the 100-year storm area.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This project will not impact that response time.

Fire/EMS: The nearest fire rescue station #12 is located at 1850 SE Village Green Drive, which is approximately 1.5 miles from the subject property. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This project will not impact adequate service delivery.

Compatibility Analysis: The request for the adjustment of 1.07 acres of CG (General Commercial) and RM (Medium Density Residential) future land uses fits well into the land use patterns of the surrounding area. It is consistent with the Comprehensive Plan and will allow for commercial and residential development of the site.

Justification/Mitigation: The requested land use change is justified and supported by the Comprehensive Plan and is an appropriate use. The subject application is supported and justified by Objective 1.1.3: "Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the Traffic, Infrastructure, Recreation, Open Space, and Capital Improvements Element of this Comprehensive Plan) are available concurrent with impacts of development."; and Policy 1.1.3.1: "The development of residential, commercial, and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as: (a) Potable water; (b) Sanitary sewers; (c) Solid waste removal; (d) Vehicular and pedestrian circulation; (e) Public safety;... (h) Electricity; and (i) Drainage."

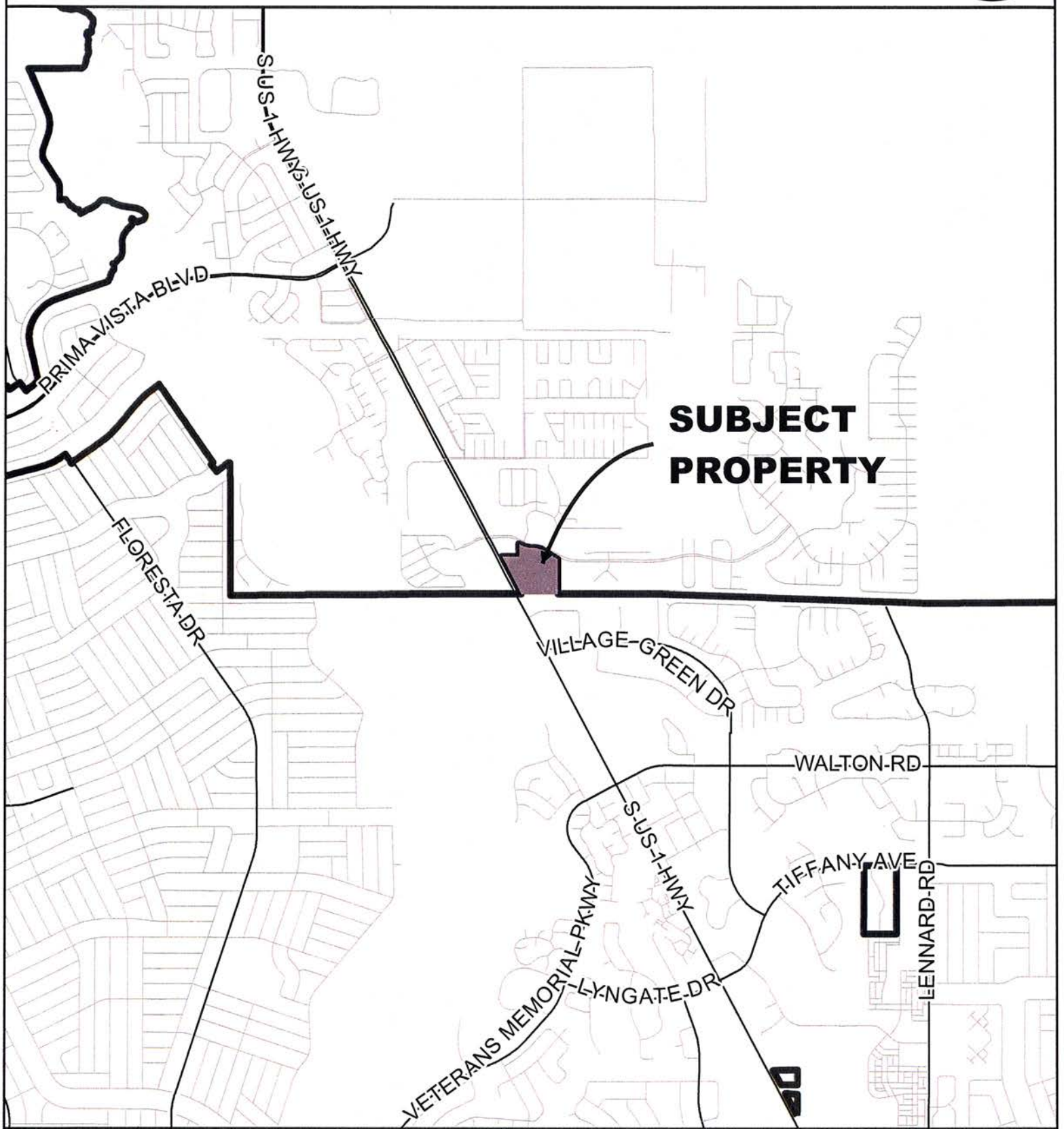
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend approval with conditions
- Motion to recommend denial

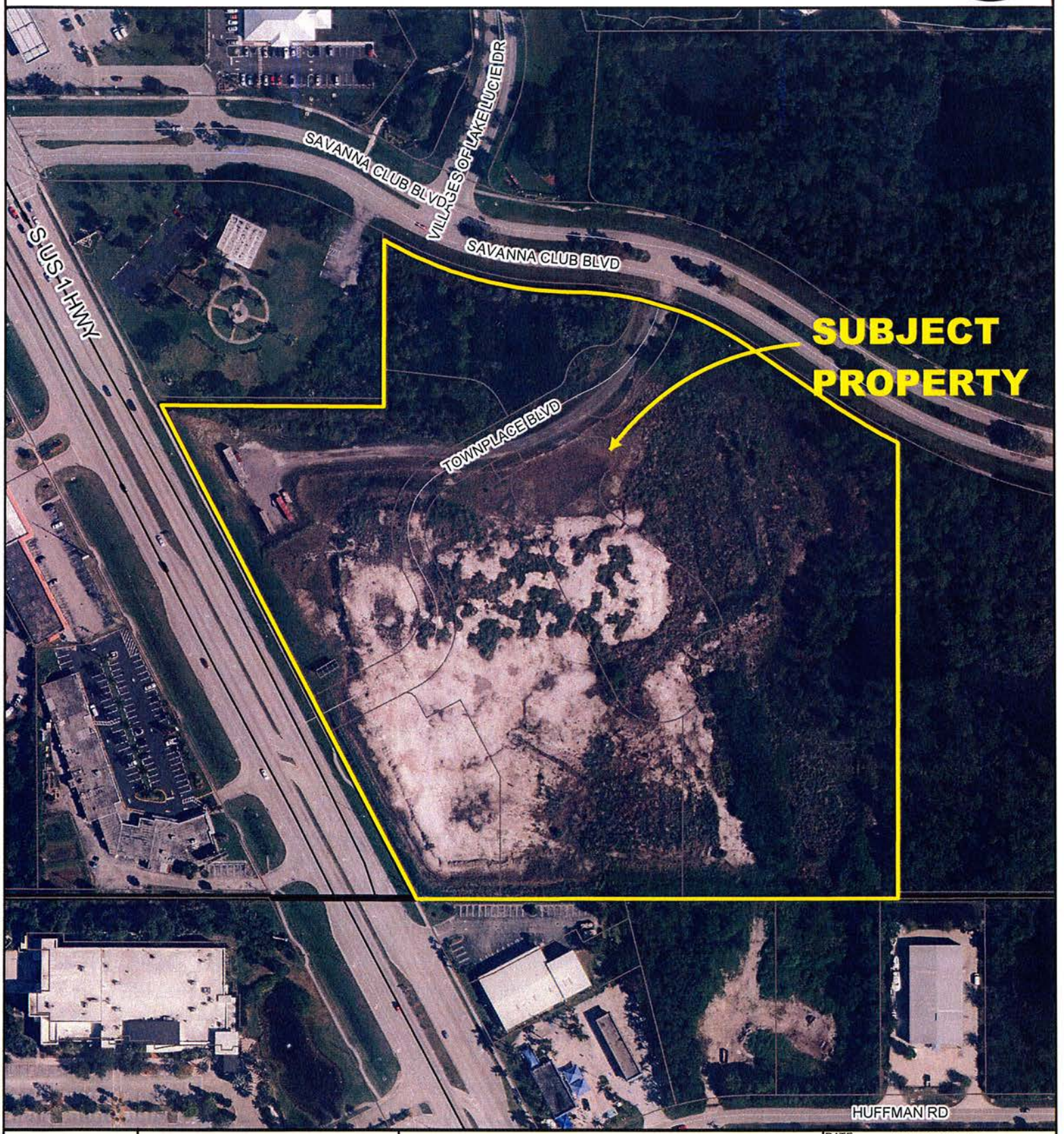
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



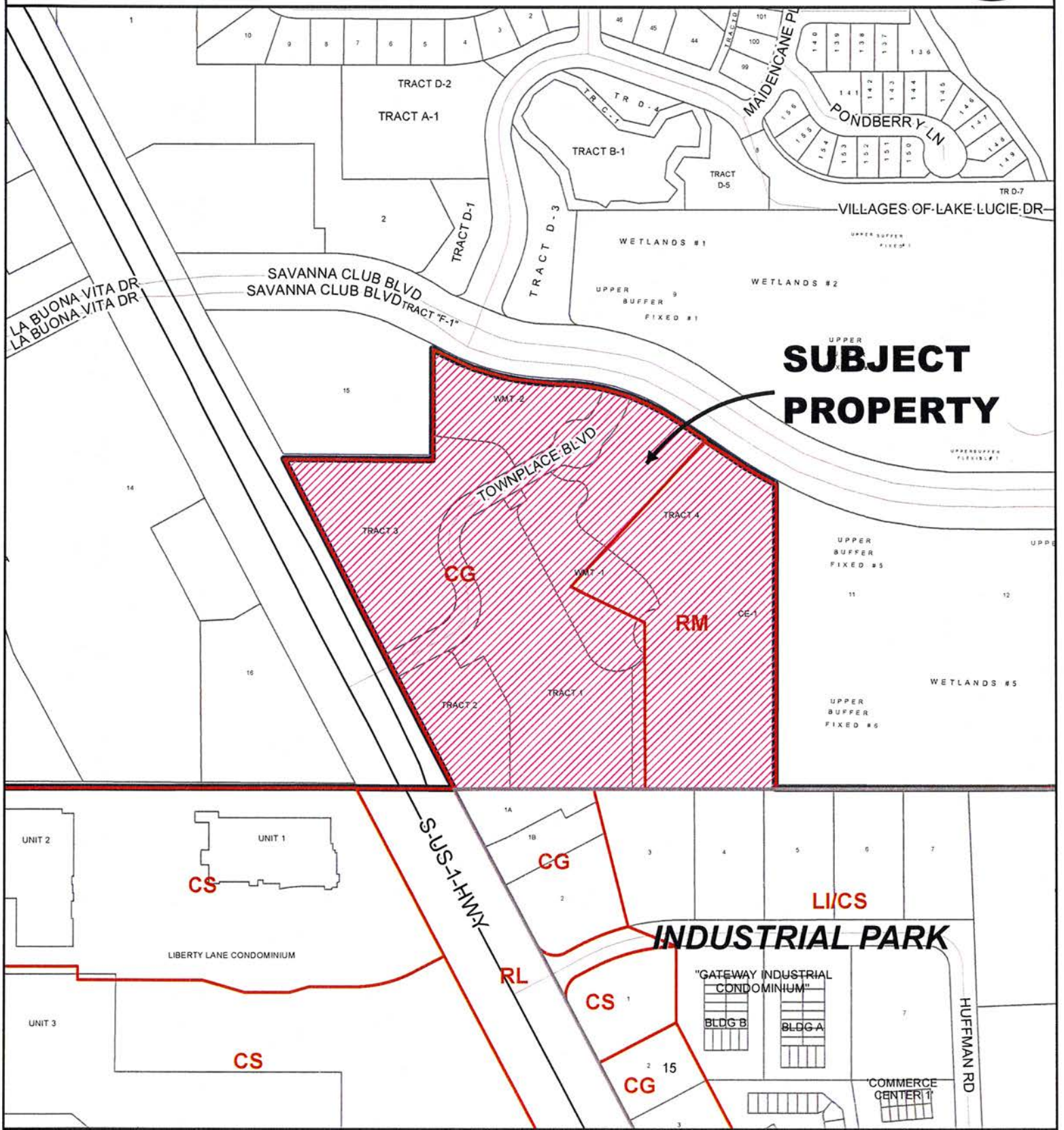
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



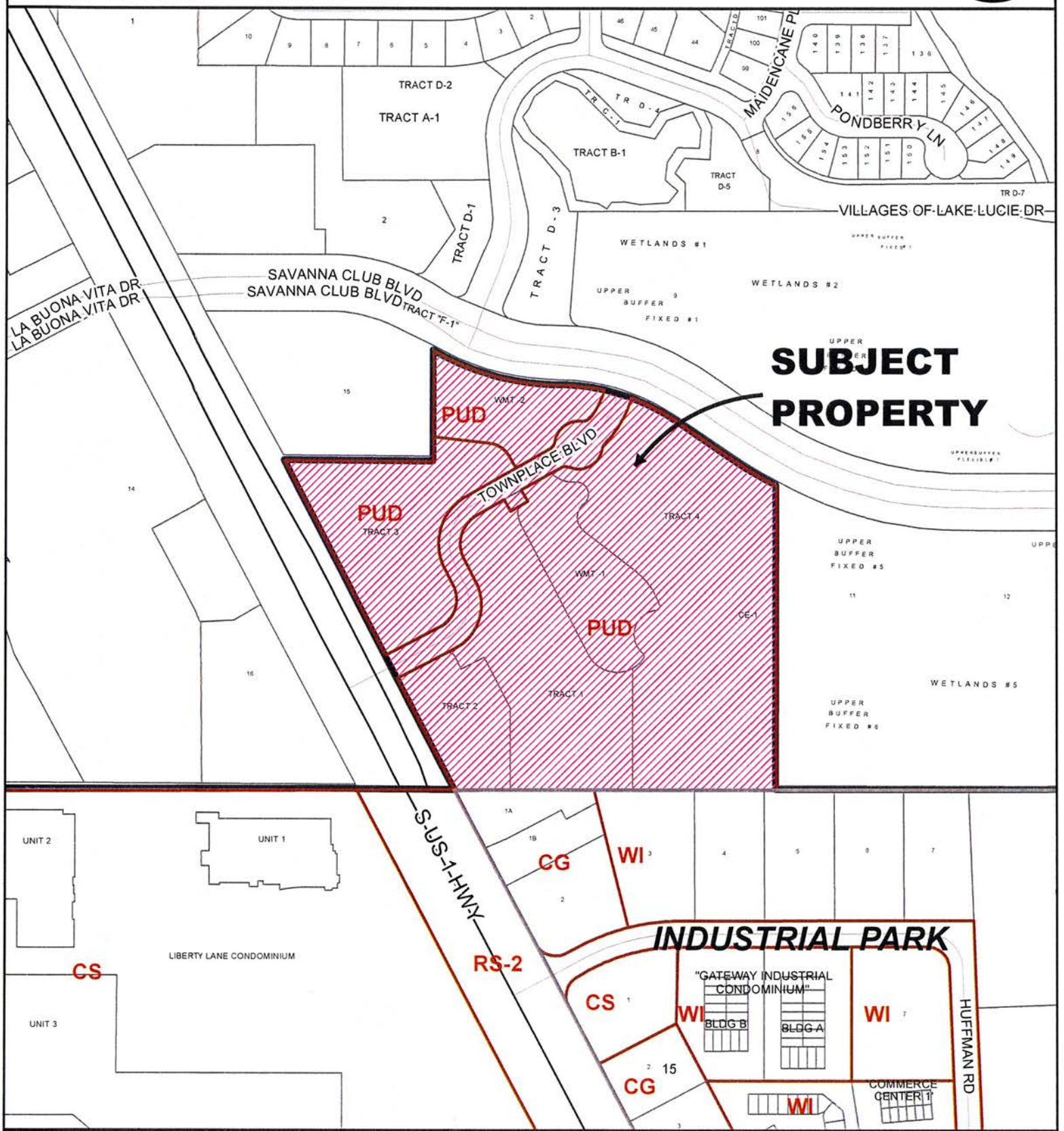
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS AERIAL DATE 2014	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT PSL TOWN PLACE PARCELS I & II, ST. LUCIE GARDENS	DATE: 5/16/2016 APPLICATION NUMBER: P16-060 USER: patricias SCALE: 1 in = 300 ft

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

RECEIVED

APR 20 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Hand Delivered

April 20, 2016

Ms. Patty Tobin
Director, Planning and Zoning Department
City of Port St. Lucie
121 S.W. Port St. Lucie Blvd. 34984

RE: Town Place Small Scale Land Use Amendment Application (PSL #P07-137)

Dear Patty,

Please accept this letter and the following materials as our Small Scale land use amendment request for the above referenced project located on U.S. Highway 1 and Savanna Club Boulevard. This application is intended to be reviewed in conjunction with our revised PUD application which was submitted on 4-11-16. This amendment is a request to revise the CG (Commercial General) and RM-11 (Medium Density Residential) land uses on the site to allow for the development of a community shopping center and an apartment complex. The existing CG is 11.91 acres and the RM-11 is 6.6 acres. This request is to reduce the CG to 10.84 acres and increase the RM-11 to 7.67 acres respectively.

As required one hard copy and electronic copy/ transmittal of the following materials are included in this submittal:

1. Completed Checklist with all required items as noted with the exception of #10 & #11 which will be submitted under separate cover.
2. Authorization letters.
3. Application fee in the amount of $4,000.00 ($3960 plus $40/ac.) made out to the City of Port St. Lucie.

Following your review of the application please let us know if you need any additional copies or have any questions. Thank you for your assistance with this application. We look forward to working with you on this unique project.

Sincerely,

Michael Houston/ASLA
President

c.c. Jerry Rich
Richard Lundy
Lee Dobbins

HJA Design Studio
50 East Ocean Boulevard Suite 101, Stuart, Florida USA 34994 t 772.678.7200 f 772.678.7201

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-060
Fee (Nonrefundable)$ 4,000.00
Receipt # 92288

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: mhouston@hjadstudio.com

PROPERTY OWNER

Name: Richard Lundy, General Manager, PSL Town Place, LLC
Address: 998 SE Town Place Boulevard, Port St. Lucie, Florida 34952

Telephone No.: (772) 446-7344 Fax No.: (772) 446-7628

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Richard Lundy, General Manager
Address: Same as above

Telephone No.: Fax No.:

AGENT OF OWNER (if any)

Name: Michael Houston, HJA Design Studio
Address: 50 E. Ocean Blvd., Suite 101
Stuart, FL 34994
Telephone No.: (772) 678-7200 Fax No.:

PROPERTY INFORMATION

Boundary Description (attach map) See attached exhibit and boundary survey
Property Tax I.D. Number
Current Land Use CG & RM Proposed Land Use CG & RM
Current Zoning PUD Acreage of Property 18.5

Reason for Comprehensive Plan Amendment:
This amendment will adjust the Commercial General (CG) and Residential Multi Family (RM) land uses to reflect the proposed PUD site plan: See attached justification letter.

*Signature of Owner | Michael Houston Hand Print Name | 6.3.16 Date

*If signature is not that of owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

COMPREHENSIVE PLAN AMENDMENT CHECKLIST

The following materials are required for a complete analysis of the application. Much of this material will be forwarded to the Planning and Zoning Board, City Council, and Department of Community Affairs. Please provide material that can be copied in black and white on standard sized paper. Please note that the information must address St. Lucie County if appropriate and must consider maximum utilization of the property unless an appropriate condition is agreed to as part of the application.

✓ 1. Completed application and fee.

✓ 2. Completed rezoning application and fee (optional).

✓ 3. Written description of area subject to application.

✓ 4. Copy of deed(s).

✓ 5. Justification for land use amendment.

✓ 6. List and map of adjacent future land use map classifications located to the north, south, east, and west.

✓ 7. List of adjacent existing land uses located to the north, south, east, and west. (i.e.: house, vacant, store, church, etc).

✓ 8. List of adjacent existing zoning categories located to the north, south, east, and west.

✓ 9. Map and area of site included in FEMA flood plain and 100 and 500-year flood categories with map panel number.

✓ 10. Map and description of the location, type, and area of wetlands located on site. (An Environmental Assessment Report is required for all large scale future land use map amendments.)

✓ 11. Map and description of the location, type and area of existing vegetation using Florida Land Use and Cover Classification System (FLUCAS) categories. (An Environmental Assessment Report is required for all large scale future land use map amendments.)

✓ 12. Traffic analysis.

NA 13. Market study (for commercial categories only).

✓ 14. Capacity analysis, location, and service description for the following public services: sanitary sewer, public water, solid waste, drainage, recreation, fire and emergency services, police, education.

✓ 15. Location map with major streets clearly identified.

✓ 16. Existing future land use map.

✓ 17. Proposed future land use map.

✓ 18. Chart comparing the areas of existing and proposed future land uses.

Applicant's Signature

6.3.16
Date

HJA DESIGN STUDIO
LANDSCAPE ARCHITECTURE

RECEIVED
JUN 15 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Town Place Small Scale Land Use Amendment Justification

6-13-16

This is an amendment request to change the CG and RM-11 land use line configurations and acreages on the Town Place site to reflect the recently proposed PUD. This proposal is to reduce the existing CG area from 11.91 acres to 10.84 and to increase the RM area from 6.6 acres to 7.67 acres respectively for a total change of 1.07 acres.

The Town Place land use amendment and PUD was originally approved 2004 and the PUD was amended in 2007. The Phase One Site Plan was approved on 1-9-06 and Phase Two on 8-14-06. All of these proposals anticipated a project with a mix of one story offices and two story townhomes. The 2008 recession halted progress on the project. The original mix of uses no longer fits within the market and as such a new development concept is proposed with a combination of a more traditional shopping center and an apartment complex similar to the adjacent communities.

The site's very busy U.S. Highway 1 location will also take advantage of the soon-to-be constructed Crosstown Parkway bridge and connection which is just over one half mile south of the site. The proposed commercial shopping center will be anchored by a grocery store and will include a wide variety of stores and other uses which will offer a convenient alternative to local residents who now must drive miles for similar shopping options. This clearly has the potential to substantially decrease the driving time for residents in this part of the City.

The multi- family apartment site will provide rental housing in close proximity to shopping and retail employment opportunities. The standards established through the PUD process will include public pedestrian connections, transit opportunities, public art and provision of attractive and functional public spaces.

LAND USE CHART

	Existing	Proposed
CG	11.91	10.84
RM	6.60	7.67
Total	18.51	18.51

HJA Design Studio
50 East Ocean Boulevard, Suite 101 Stuart, Florida USA 34994 T 772.678.7200 F 772.678.7201

Drainage Statement

Site drainage shall be via storm inlets and drainage culverts to an onsite detention system discharging off-site at the southeast corner of the project through a series of interconnected wetlands that ultimately connect to the Hogpen Slough. Stormwater discharge from the site shall not be greater than the pre-existing stormwater runoff condition and all water quality treatment and attenuation meeting South Florida Water Management District and City of Port St. Lucie standards shall be provided on site within the detention system.

Utilities Statement

The site is located within the City of Port St. Lucie Utility Department service area. Potable water supply and domestic wastewater collection and transmission services are available at the site via a 12 inch water main and 16 inch force main along the east side of Highway US -1, a 12 inch water main along the east side of Savanna Club Boulevard and a 6 inch force main along the west side of Savanna Club Boulevard.

Town Place

Location Map

City of Port St. Lucie, FL

Prepared by:

HJA DESIGN STUDIO

North

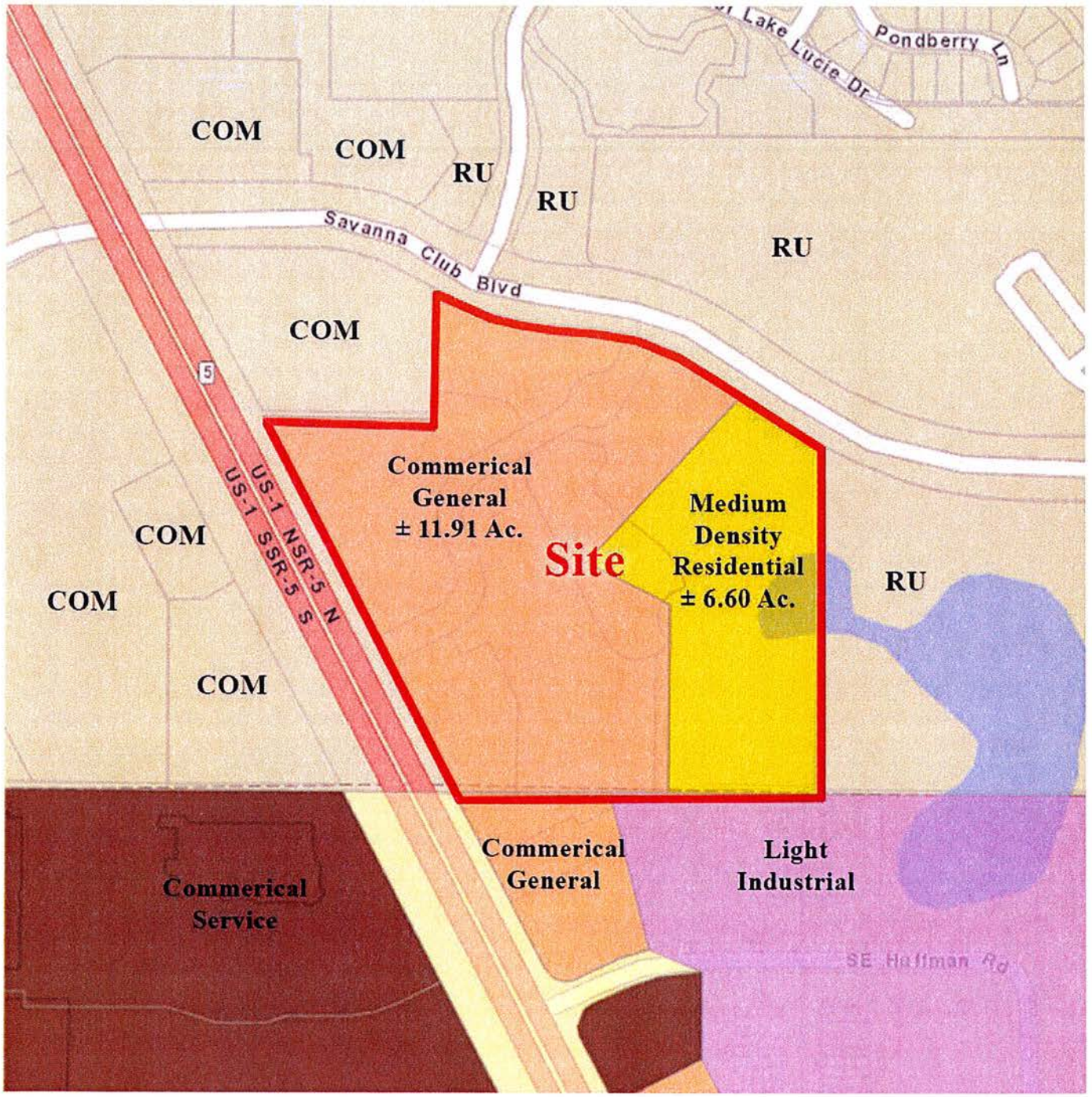
Date: 03/02/16

PSL # : P16-058

Town Place

Existing Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

North

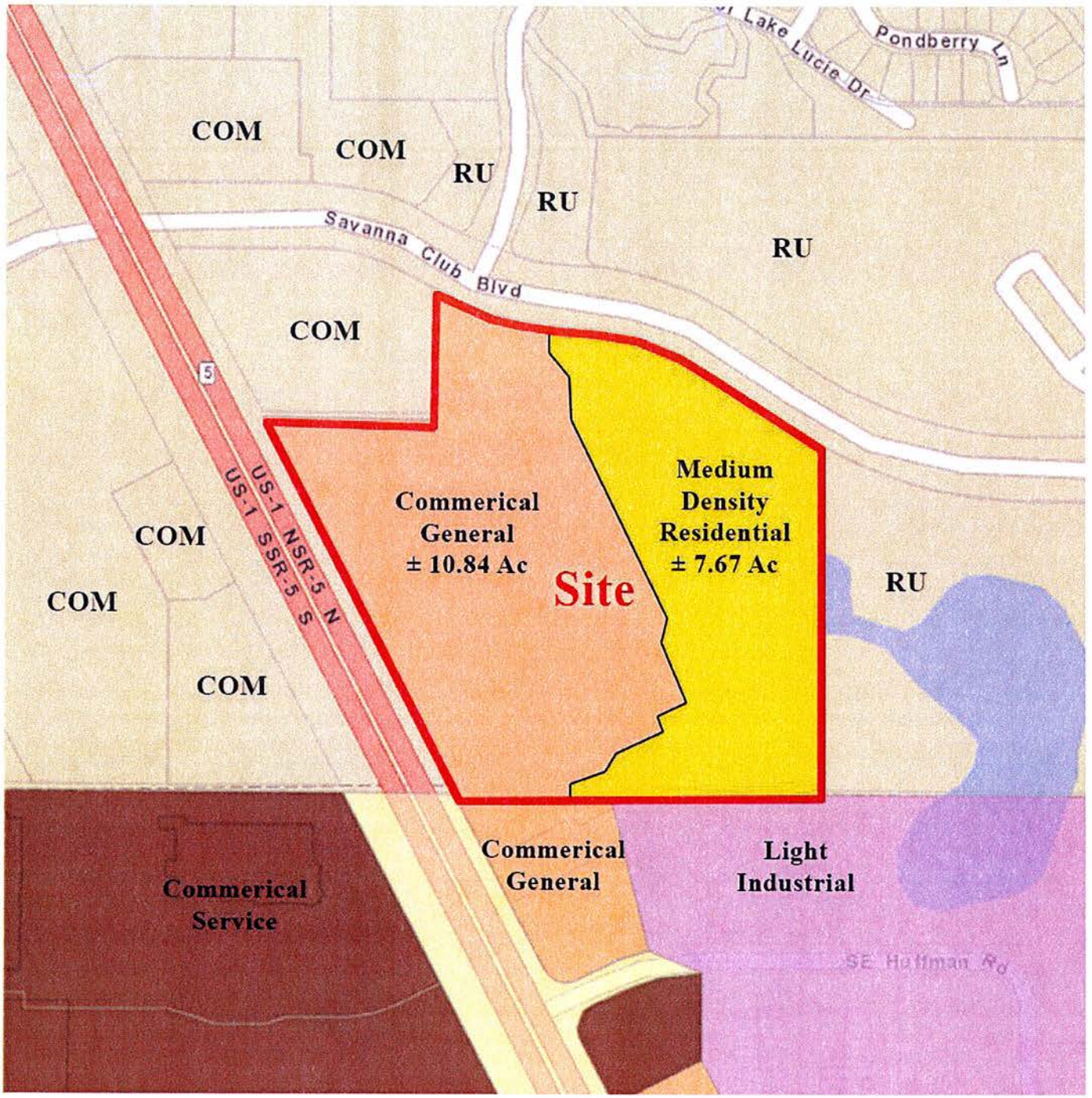
Date: 03/02/16

PSL # : P16-058

Town Place

Proposed Future Land Use Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

North

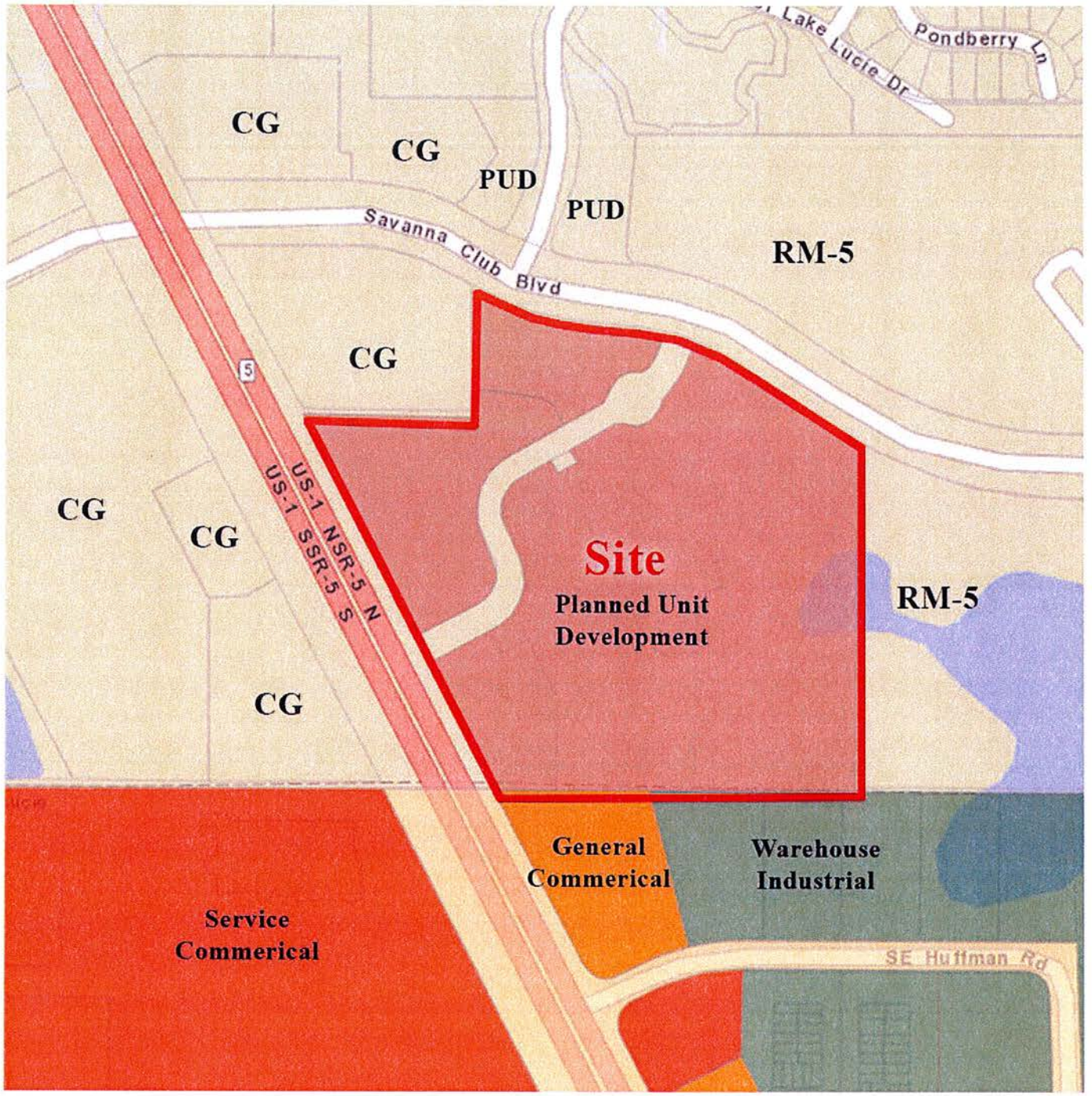
Date: 03/02/16

PSL # : P16-058

Town Place

Zoning Map

City of Port St. Lucie, FL



Prepared by:

HJA DESIGN STUDIO

North

Date: 03/02/16

PSL # : P16-058

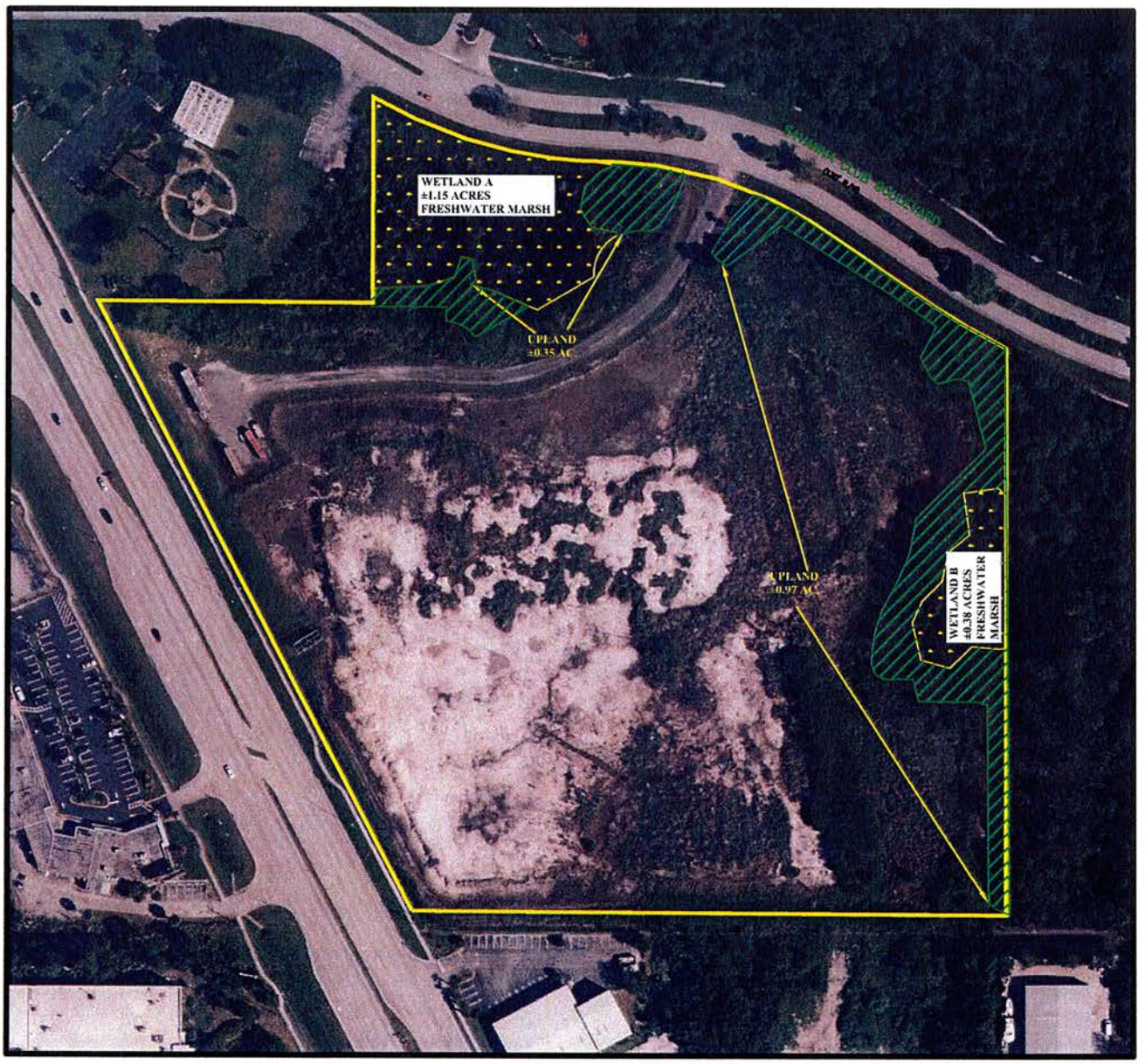
NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals
• 301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
E-mail: Captec1@aol.com
Engineering Business No. EB-0007657

NORTH

0' 100' 200' 400' 800'

SCALE: 1" = 200'



PARCEL ID #S: 3426-766-0006-000-2, 3426-766-0005-000-5, 3426-766-0002-000-4, 3426-766-0008-000-6, 3426-766-0003-000-1, 3426-766-0001-000-7 and 3426-766-0007-000-9

SOURCE: ST. LUCIE COUNTY AERIAL PHOTOGRAPH, 2014 SIDS IMAGE

SFWMD PERMIT # 56-01529-P

ST. LUCIE COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.: 15-032.12	DRAWING NAME: 01 - WETLAND.DWG	DATE: 17 MAY 2016	FIGURE: 1 OF 2
	26	36S	40E				
LATITUDE: 27°18'36.270"		LONGITUDE: -80°18'33.645"			DESIGNED BY: FRP	DRAWN BY: FRP	CHECKED BY: RLW

TOWN PLACE
PSL TOWN PLACE PARTNERS, LLC
PSL COMPREHENSIVE PLAN AMENDMENT
WETLAND MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

Town Place

Aerial Map

City of Port St. Lucie, FL

Prepared by:

HJA DESIGN STUDIO

North

Date: 03/02/16

PSL # : P16-058

NOT A SURVEY

CAPTEC Engineering, Inc.
Civil Engineering Professionals
301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
E-mail: Captec1@aol.com
Engineering Business No. EB-0007657

NORTH

0' 100' 200' 400' 800'

SCALE: 1" = 200'

PARCEL ID #S: 3426-766-0006-000-2, 3426-766-0005-000-5, 3426-766-0002-000-4, 3426-766-0008-000-6, 3426-766-0003-000-1, 3426-766-0001-000-7 and 3426-766-0007-000-9

LEGEND:

193-	URBAN LAND IN TRANSITION WITHOUT POSITIVE INDICATOR OF INTENDED ACTIVITY	+/- 15.66 ACRES
411-	PINE FLATWOODS	+/- 1.32 ACRES
641-	FRESHWATER MARSH	+/- 1.53 ACRES
	TOTAL:	+/- 18.51 ACRES

SOURCE: LAND USE, COVER AND FORMS CLASSIFICATION SYSTEM, HANDBOOK 1999 DEPARTMENT OF TRANSPORATION.
SOURCE: ST. LUCIE COUNTY AERIAL PHOTOGRAPH, 2014 SIDS IMAGE

SFWMD PERMIT # _56-01529-P

ST. LUCIE COUNTY FLORIDA	SEC.	TWP.	R.	HSE JOB NO.:	DRAWING NAME:	DATE:	FIGURE:
	26	36S	40E	15-032.13	02 - FLUCFCS.DWG	17 MAY 2016	2 OF 2
LATITUDE: 27°18'36.270"		LONGITUDE: -80°18'33.645"			DESIGNED BY: FRP	DRAWN BY: FRP	CHECKED BY: RLW

TOWN PLACE
PSL TOWN PLACE PARTNERS, LLC
PSL COMPREHENSIVE PLAN AMENDMENT
FLUCFCS (VEGETATION) MAP

HSE
Hobe Sound Environmental Consultants Inc.
9512 SE Duncan Street
Hobe Sound, FL. 33455
(772) 545-3676, E-mail: bobhsenv@gmail.com

THIS DRAWING, TOGETHER WITH THE CONCEPTS AND DESIGN PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHICH IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DRAWING WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC. SHALL BE WITHOUT LIABILITY TO HOBE SOUND ENVIRONMENTAL CONSULTANTS, INC.

PSL Town Place Partners, LLC

998 SE Town Place Blvd
Port St. Lucie, FL 34952
PH: 772-446-7344 FX: 772-446-7628

May 23, 2016

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: Town Place - Comprehensive Plan Amendment & PUD Amendment
Ref. #15029

To Whom it May Concern:

Please be advised that Mr. Richard Lundy, General Manager of PSL Town Place Partners, LLC, hereby authorizes Michael Houston of HJA Design Studio, LLC to act as its agent relative to the above referenced project and approval process.

Sincerely,

Mr. Richard Lundy, General Manager
PSL Town Place Partners, LLC

STATE OF Florida
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 23 day of MAY 2016 by Richard C. Lundy, as General Manager, a Florida Limited Liability Company, on behalf of the company who is personally known to me.

(Notary Seal or Stamp)

MEGAN M. JOHNSON
MY COMMISSION # EE 855576
EXPIRES: December 2, 2016
Bonded Thru Notary Public Underwriters

Signature
Notary Public-State of Florida
Print Name Megan M. Johnson
My Commission Expires Dec. 2, 2016

PSL Town Place Partners, LLC

998 SE Town Place Blvd
Port St. Lucie, FL 34952
PH: 772-446-7344 FX: 772-446-7628

December 3rd, 2015

Re: PSL Town Place Partners, LLC
998 SE Town Place Blvd.
Port St. Lucie, FL. 34952

To Whom It May Concern:

As Owner of the above referenced property, I hereby designate Mr. Richard C. Lundy as Owner's Agent for the purpose of all permitting, re-zoning and construction.

Should you have any questions please contact this office.

Sincerely,

Jerome L. Rich
Member

State of Florida
County of St. Lucie

Sworn to and subscribed before me this 3rd day of December, 2015.

Signature of Notary Public
Commissioned State of Florida

MEGAN M. JOHNSON
MY COMMISSION # EE 855576
EXPIRES: December 2, 2016
Bonded Thru Notary Public Underwriters

Notary Stamp

Katherine Huntress

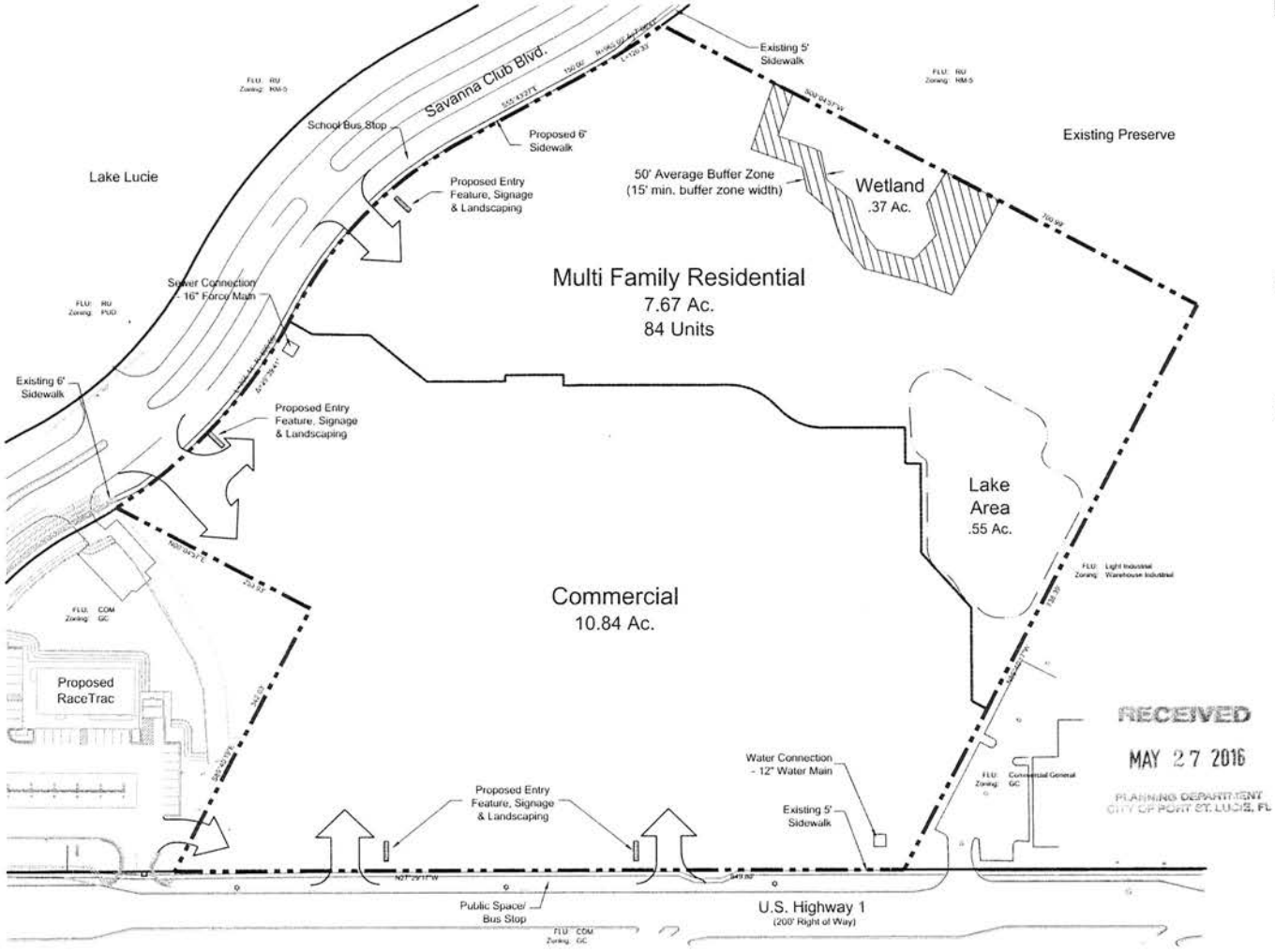
From: Greg Wyatt <greg@wpsl.com>
Sent: Wednesday, June 01, 2016 11:16 AM
To: Katherine Huntress
Subject: Town Place Savannah Club Blvd.

Hi Kate, if was nice talking with you yesterday. Carol and I purchased WPSL in May of 1993. The original owner Ray Sherwood purchased the property on Huffman Road right off of Village Green in the 80s. The WPSL transmitter has been sitting on its acre and a half since 1984. We have a 100 ft. tower and transmitter bldg. Our studios are here in FTP with WJNX and WSTU. The transmitter is a 5KW which is a regional signal which gets into 4 counties. Needless to say we (and FCC) are very sensitive to structures blocking the signal. The obvious was the FPL tower which was built too close to us on Village Green. FCC rules and regs say you can't build a tower within ¼ mile of a non-directional radio station. They have to de-tune that tower for the rest of both of our lives at their expense, so if their buildings are too close, say at the tree line to the north of our property, they would need to make WPSL whole. Our engineer says that an engineering survey would have to be taken by them to show them our signal pattern. They would also have to take another survey when construction is done to see if they have affected our pattern and signal strength to the North, South, West (East is Grand Bahama Island.

The apartments to the east of this proposed project didn't affect us at all until they started pumping water onto our property and the one east of us. Needless to say I am available to take questions at the station 340-1590 for you, your staff or the developers. We are obviously in favor of economic development so we want this to work for everybody but needless to say don't want to damage our future as well.

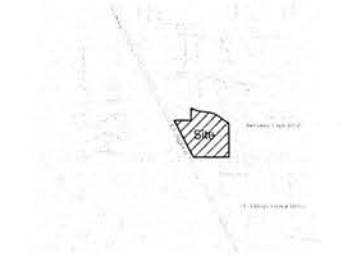
Thanks for the notice, Greg Wyatt VP/GM

Virus-free. www.avast.com



RECEIVED
MAY 27 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Location Map



Site Data

Total Site	18.51 Ac
General Commercial Parcel	10.84 Ac
Multi-family Parcel	7.67 Ac
Future Land Use:	CG / Medium Density
Zoning:	PUD

Regulations

PUD Regulations

Building Setbacks

Highway US 1 Right of Way:	25' Min.
Savannah Club Rd Right of Way:	25' Min.
Side Property Line:	15' Min.
Rear Property Line:	25' Min.

Multi Family — Medium Density

Maximum Allowable Units (7.67 acres x 11 units per acre)	84 Units

Building Setbacks

Front: 10' from Edge of Parking (excludes Garages)
Side: 10' from Edge of Parking (excludes Garages)
Lake: 30' from Edge of Water (excludes Garages)

Minimum Distance between Bldgs:	25'
Maximum Building Coverage:	35%
Maximum Building Height:	46'

Commercial General — CG

Building Setbacks

Front: 10' from Edge of Parking
Side: 10' from Edge of Parking

Minimum Distance between Bldgs:	0'
Maximum Building Coverage:	40%
Maximum Building Height:	50'

Out Parcels

Building Setbacks

Highway US 1 Right of Way:	25' Min.
Side:	10' Min.

Minimum Distance between Bldgs:	20'
Maximum Building Coverage:	40%
Maximum Building Height:	50'

North

Scale: 1" = 60'
0' 30' 60' 120' 180'

PSL # P16-058

HJA DESIGN STUDIO
50 E. Ocean Blvd., Suite 101
Stuart, Florida 34994
T 772.678.7200
F 772.678.7201
www.hjadesignstudio.com
LA 0000905

Town Place

City of Port St. Lucie, Florida
PUD Conceptual Development Plan

Copyright
The following drawings and other documents or services to the Contractor (Architect). They are the property of design, as their designs, arrangements and plans indicated or represented by this drawing are owned by and the property of the Architect by virtue of his/her/its/their rights under copyright law and shall not be used in connection with this specified project. Ideas, or such their designs arrangements or plans shall be used by or disclosed to any person, firm or corporation for any purpose whatsoever without the written permission of the Architect.

Job No.	15029
Drawn By	TT
Checked By	MH
Approved By	MH
Submittal Dates	4-11-16
Revision Dates	5-20-16 (Staff Comments)

Development Team

Developer / General Manager
PSL Town Place Partners, LLC
Richard Lundy
998 SE Town Place Blvd.
Port St. Lucie, FL 34952
Phone: 772.446.7344

Land Planner/Landscape Architect
HJA Design Studio
Michael Houston
50 East Ocean Blvd., Suite 101
Stuart, FL 34994
Phone: 772.678.7200

Civil Engineer
CAPTEC Engineering, Inc.
Chris Goetzfried
301 NW Flagler Avenue
Stuart, FL 34994
Phone: 772.692.4344

Attorney
Dean Mead Minton and Zwemer
Lee Dobbins
1903 South 25th Street
Fort Perce, FL 34947
Phone: 772.464.7700

Legal Description

BEING A PORTION OF LOTS 15 AND 16, BLOCK 3 AND LOTS 9 AND 10, BLOCK 4 OF SECTION 26, TOWNSHIP 36 SOUTH, RANGE 40 EAST, AS SHOWN ON THE PLAT OF ST. LUCIE GARDENS, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, AT PAGE 35 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 26, THENCE NORTH 89°40'17" WEST, ALONG A PORTION OF THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 1984.94 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°40'17" WEST ALONG A PORTION OF THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 736.39 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1; THENCE NORTH 27°29'17" WEST ALONG A PORTION OF THE SAID EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 1, A DISTANCE OF 849.80 FEET; THENCE SOUTH 89°40'16" EAST, A DISTANCE OF 342.03 FEET; THENCE NORTH 00°04'57" EAST, A DISTANCE OF 253.93 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SAVANNA CLUB BOULEVARD AS SHOWN ON SAVANNA CLUB PLAT NO. ONE, ACCORDING (TO) THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, AT PAGE 7 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A POINT ON A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 550.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 25°29'41", A DISTANCE OF 305.44 FEET TO A POINT OF REVERSE CURVATURE; THENCE BY A CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET, A CENTRAL ANGLE OF 33°56'51" AND AN ARC DISTANCE OF 287.36 FEET TO A POINT OF TANGENCY; THENCE SOUTH 55°43'27" EAST, A DISTANCE OF 150.00 FEET TO (A) POINT OF CURVATURE; THENCE BY A CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 07°08'41" AND AN ARC DISTANCE OF 120.33 FEET TO A POINT; THENCE SOUTH 00°04'57" WEST, A DISTANCE OF 700.99 FEET TO THE POINT OF BEGINNING.

SAID LANDS LYING IN ST. LUCIE COUNTY, FLORIDA AND CONTAINING 18.51 ACRES, (806,416 SQUARE FEET)

Drainage Statement

Site drainage shall be via storm inlets and drainage culverts to an onsite detention system discharging off-site at the southeast corner of the project through a series of interconnected wetlands that ultimately connect to the Hoggen Slough. Stormwater discharge from the site shall not be greater than the pre-existing stormwater runoff condition and all water quality treatment and attenuation meeting South Florida Water Management District and City of Port St. Lucie standards shall be provided on site within the detention system.

Utilities Statement

The site is located within the City of Port St. Lucie Utility Department service area. Potable water supply and domestic wastewater collection and transmission services are available at the site via a 12 inch water main and 16 inch force main along the east side of Highway US-1, a 12 inch water main along the east side of Savanna Club Boulevard and a 6 inch force main along the west side of Savanna Club Boulevard.

ADDITIONAL INFORMATION

COUNCIL ITEM 8A
DATE 8/22/16

CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
www.cityofpsl.com

MEMORANDUM

TO: Jeff Bremer, City Manager

FROM: Patricia A. Tobin, AICP, Planning and Zoning Director for PT

RE: August 22, 2016 City Council Meeting
Ordinance No. 16-51
P16-060 Town Place Small Scale Comprehensive Plan Amendment

DATE: August 11, 2016

Please find attached additional information requested to be added to the second reading of Ordinance No. 16-51 (P16-060 Town Place Small Scale Comprehensive Plan Amendment) for the August 22, 2016 City Council meeting. Thank You.

RECEIVED
AUG 11 2016
CITY MANAGER'S OFFICE

Katherine Huntress

From: Casey <csk47@comcast.net>
Sent: Tuesday, August 02, 2016 10:47 AM
To: Katherine Huntress
Subject: Town Place project

Hello Katie,

I wanted to thank you for all the information you provided during our phone conversation last week regarding the Town Place project. I spoke with Commissioner Frannie Hutchinson yesterday and she emailed me a concept plan for the project that was very enlightening. I was surprised to see that not one but two entrances/exits were planned for Savanna Club Blvd. One would be for the residents of the two apartment buildings and another for patrons of the retail/commercial businesses. This is a great concern for the thousands of people who already use Savanna Club Blvd. daily to access US1. It is disconcerting to think what impact Racetrack will have when it opens soon and then add in hundreds of more vehicles daily coming from the proposed projects.
Please continue to keep me updated as details become available for this project and as hearing dates are set. It is much appreciated.

Sincerely,

Mr. Casey Krakowiecki
873-0569

This email has been checked for viruses by Avast antivirus software.
www.avast.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 8B
Meeting Date: 8/22/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 16-29 Comprehensive Plan Amendment – Riverland/Kennedy, LLP (P16 -055)
Submittal Date:	8/11/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth and Objective 4: Continue the development of Tradition Master Planned Community of the Strategic Plan.

BACKGROUND: On June 27, 2016, the City Council voted to transmit the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity, reviewing agencies, and adjacent local governments.

ANALYSIS: Correspondence has been received from the Florida Departments of Economic Opportunity, Environmental Protection and Transportation and the South Florida Water Management District. They had no comments on the proposed comprehensive plan amendment. The Treasure Coast Regional Planning Council reviewed the proposed comprehensive plan amendment at their meeting of July 15, 2016 and recommended that the rights-of-way for the segments of E/W 2 and N/S BC remain in the comprehensive plan. These road right-of-way segments were previously removed from the Riverland/Kennedy DRI Master Development Plan when the DRI NOPC No. 2 (P11-026) was approved on January 26, 2015.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved as to form by Attorney Thomas Mullin on June 9, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended to transmit the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity and the reviewing agencies for review and comment at their June 7, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may make a short presentation.

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: NA

ATTACHMENTS: Ordinance and exhibits.

PT/ac

RECEIVED

AUG 1 1 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-29

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A LARGE SCALE AMENDMENT CONSISTING OF TEXT AMENDMENTS TO THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS AND AMENDMENTS TO THE MAP SERIES AS REQUESTED BY GLENN RYALS OF RIVERLAND/KENNEDY, LLP (P16-055); PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50 and Ordinance 12-19, as subsequently amended; and

WHEREAS, the City of Port St. Lucie has received an application from Riverland/Kennedy , LLP for a large scale amendment consisting of text amendments to the Future Land Use and Transportation Elements and amendments to the map series of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3184, Florida Statutes; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-055) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council has prepared this amendment to the City's Comprehensive Plan as a Large Scale Amendment in accordance with Section 163.3184,

Florida Statutes, and the proposed amendment has been reviewed by the Department of Economic Opportunity and the state agencies; and

WHEREAS, the City Council held two public hearings on , 2016 and , 2016 to consider the proposed large scale amendment, advertising of the public hearings having been made, and;

WHEREAS, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-055) to the City's Comprehensive Plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

The text of the Future Land Use and Transportation Elements and map series are hereby amended as shown on the attached Exhibits "A-1" through "A-10".

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete, pursuant to Section 163.3184(3) (c)(4), Florida Statutes. If timely challenged,

this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which shall be sent to the state land planning agency.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of August, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

Figure 1-5

Exhibit A–1

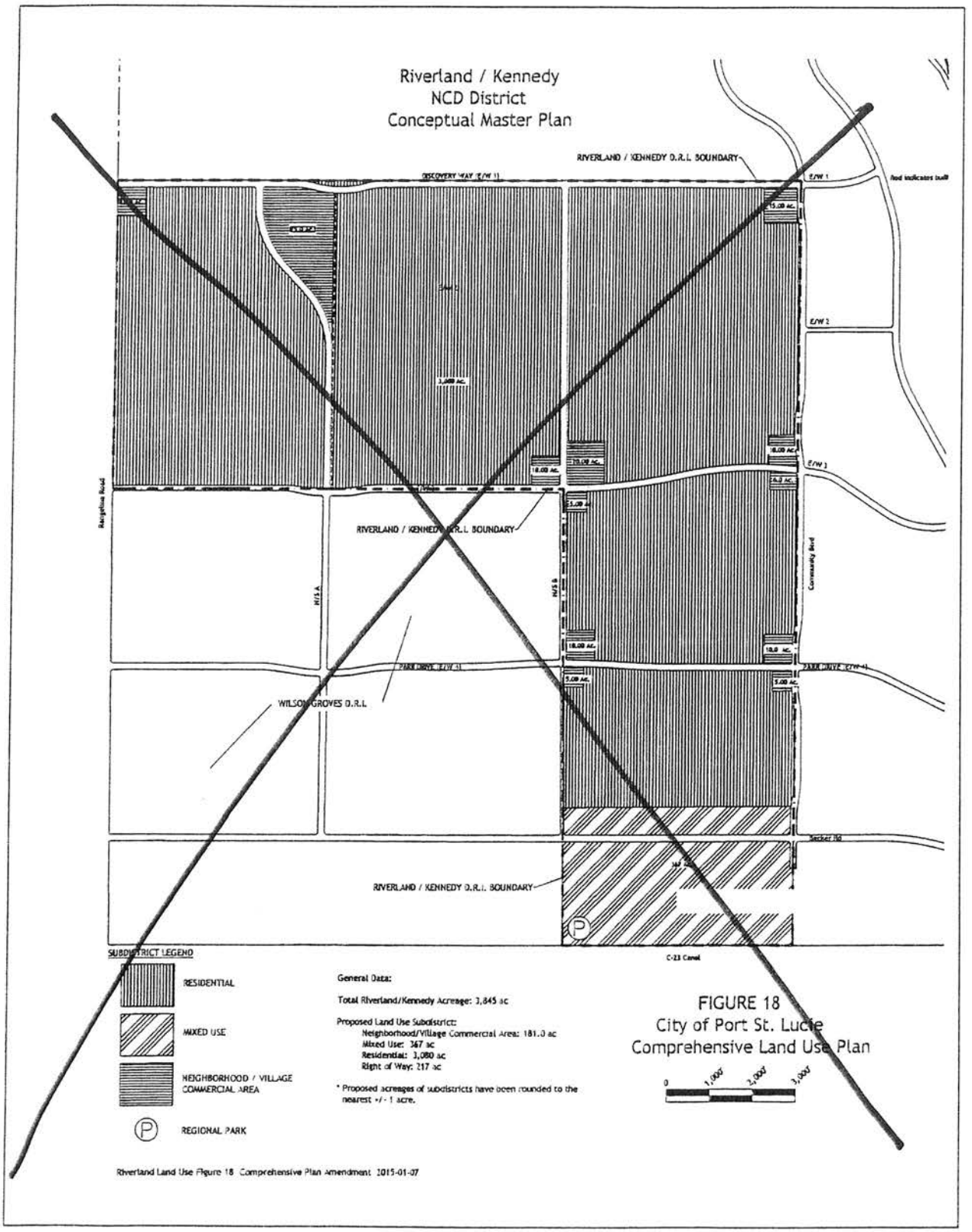
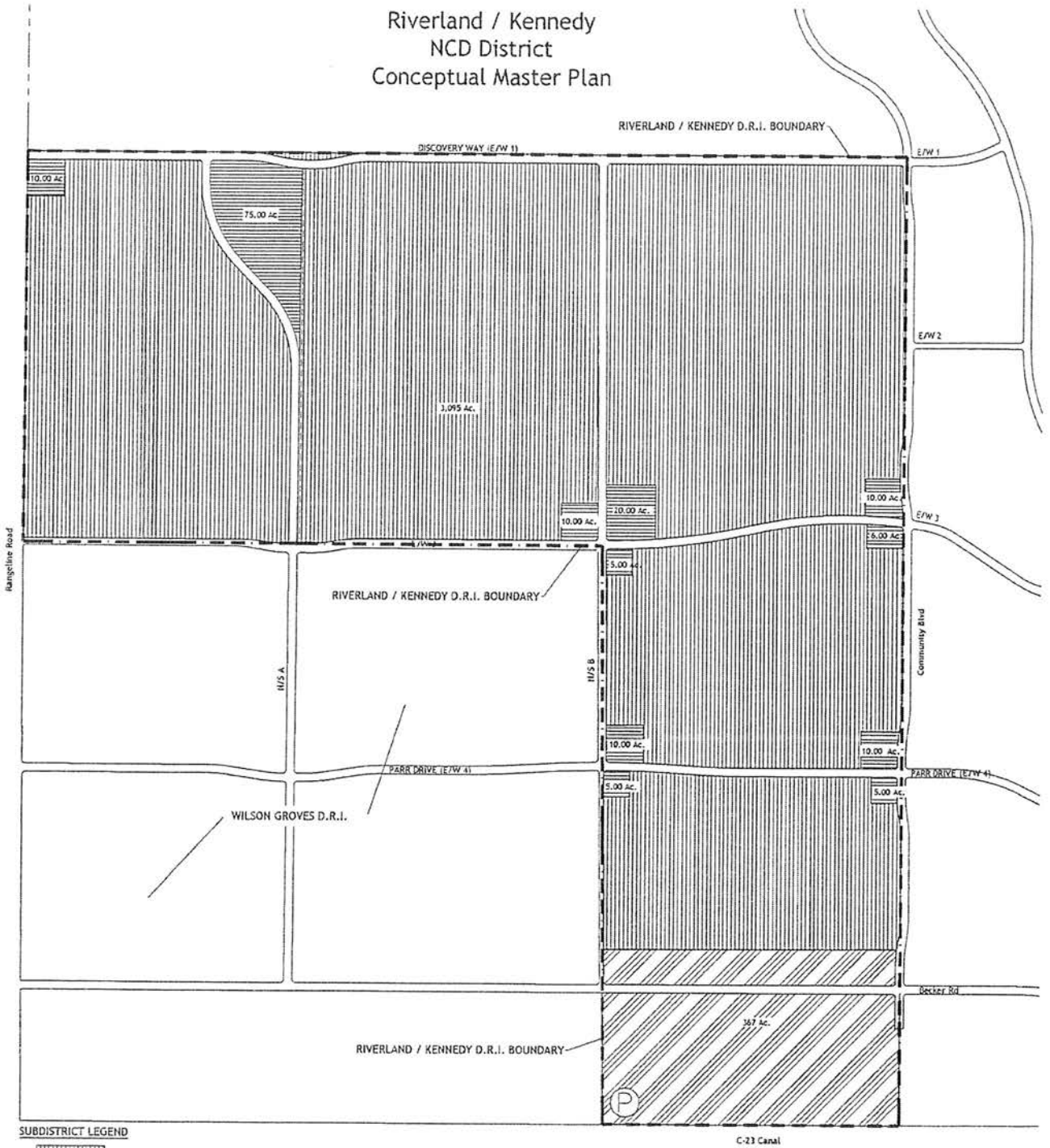


Exhibit A–2



SUBDISTRICT LEGEND

RESIDENTIAL

MIXED USE

NEIGHBORHOOD / VILLAGE COMMERCIAL AREA

REGIONAL PARK

General Data:

Total Riverland/Kennedy Acreage: 3,845 ac

Proposed Land Use Subdistrict:
- Neighborhood/Village Commercial Area: 166.0 ac
- Mixed Use: 367 ac
- Residential: 3,095 ac
- Right of Way: 217 ac

* Proposed acreages of subdistricts have been rounded to the nearest +/- 1 acre.

FIGURE 1-5
City of Port St. Lucie
Comprehensive Land Use Plan

0 1,000' 2,000' 3,000'

(Proposed)

Riverland Land Use Figure 1-5 Comprehensive Plan Amendment 2016-05-03

Objective 1.2.10: The Riverland/Kennedy NCD District is hereby established and shall be developed consistent with the development order adopted by the City pursuant to section 380.06, F.S.~~, and with the Annexation Agreement, dated July 19, 2004, as amended.~~

Policy 1.2.10.1: The density and intensity of the Riverland/Kennedy NCD District shall be limited to 11,700 residential units and a maximum 3,942,495 GSF of retail, research and office, light industrial and institutional and civic, plus amenities and ancillary uses.

Policy 1.2.10.2: The allocation of land uses within the Riverland/Kennedy NCD shall be as shown in Figure 18 providing for ~~181~~ 166 acres of Neighborhood/Village Commercial Areas, 367 acres of Mixed-Use, and ~~3,080~~ 3,095 acres of Residential.

Policy 1.2.10.3: Within the Riverland/Kennedy NCD, 50 acres will be dedicated toward a 100-acre regional park and an additional 91 acres of neighborhood and community parks will be provided.

Policy 1.2.10.4: The Riverland/Kennedy NCD District shall provide a mix of land uses within close proximity to work and home; establish a hierarchy of interconnected streets and pedestrian/bike paths within and between uses that promote internal trip capture; and incorporate transit-oriented design features. In conjunction with development of the Riverland/Kennedy NCD District, land may be reserved for schools, fire stations, utilities, civic sites, private institutional sites for religious institutions, clubs, private schools, adult congregate living facilities and other uses that may be identified throughout the development process.

Policy 1.2.10.5: The Riverland/Kennedy NCD District shall provide ~~the following~~ transportation and other public facilities, in the manner prescribed by the development order adopted pursuant to section 380.06, F.S.~~, and the Annexation Agreement dated July 19, 2004, as amended:~~

~~a. Convey right-of-way to the City for Becker Road within the portion of the property (completed);~~

~~b. Pay for the construction of a two-lane roadway section on Becker Road through the property;~~

~~c. Fund the design, construction, property acquisition for stormwater drainage (but no other property acquisition) and all associated expenses of a four-lane divided roadway section within a 100' right-of-way for Becker Road east of I-95 to the Florida Turnpike (total funding not to exceed $12,500,000.00) (completed);~~

~~d. Convey right-of-way to the City consistent with Transportation Series Map 2, 2035 Needs Assessment Map of the Transportation Element, including all intersection connections to Range Line Road (completed);~~

~~e. No later than July 19, 2007, contribute $10,000,000.00 toward the of development of an interchange on I-95 subject to a future determination of need by the City (completed per amended Annexation agreement dated November 16, 2009);~~

~~f. Construct all intersection connections to Range Line Road within the property.~~

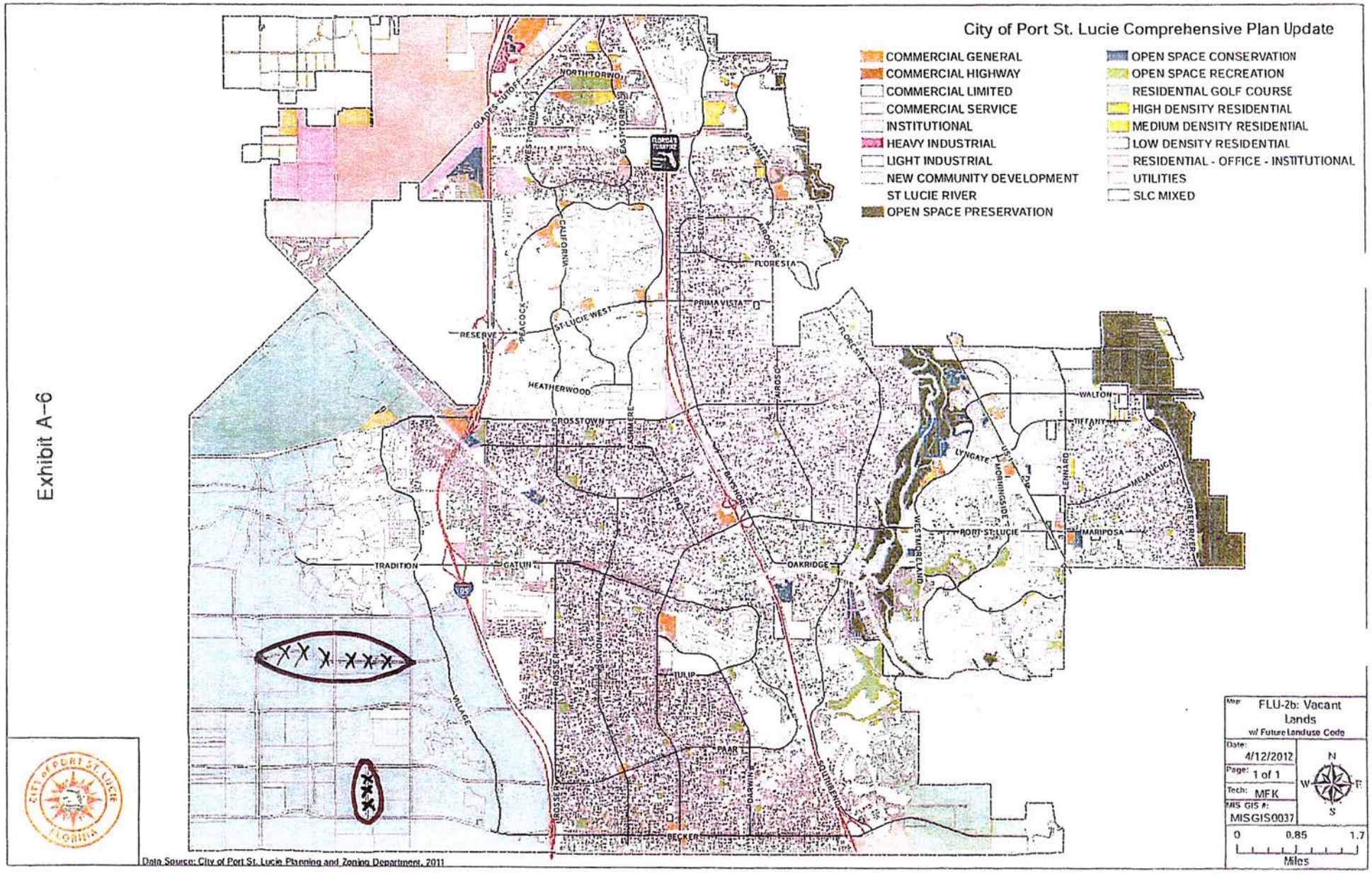
Table 2-8
Roadway Needs Assessment

Facility	From	To	Project	2035 Total Lanes
Arterial A	Glades Cut-Off Rd	Midway Rd	New 4 Lane	4
Bayshore Blvd	Port St. Lucie Blvd	Oakridge Blvd	New 4 Lane	4
Bayshore Blvd	St. Lucie West Blvd	Selvitz Road	New 4 Lane	4
Becker Rd (West)	Range Line Rd	Becker Rd	New 4 Lane	4
Becker Road (East)	Via Tesoro	Gilson Road	New 4 Lane	4
Becker Road (West)	Range Line Road	N/S B	New 4 Lane	4
Becker Road (West)	N/S B	I-95 Interchange	New 6 Lane	6
California Blvd	St. Lucie West Blvd	Peacock Blvd	Add 2 Lanes	4
California Blvd	Del Rio Blvd	St. Lucie West Blvd	Add 2 Lanes	4
California Blvd	Savona Blvd	Del Rio Blvd	Add 2 Lanes	4
Cashmere Boulevard	Crosstown Parkway	St. Lucie West Blvd	New 4 Lane	4
Community Blvd (West)	Parr Dr (West)	Community Blvd	New 4 Lane	4
Community Boulevard	E/W 1	Becker Rd	New 4 Lane	4
Crosstown Pkwy	Manth Ln	US 1	New 6 Lane	6
Crosstown Pkwy (West)	Range Line Rd	Exist Crosstown Pkwy	New 4 Lane	4
Darwin Boulevard	Becker Road	Port St. Lucie Blvd	New 4 Lane	4
E/W 1	Rangeline Road	N/S B	New 2 Lane	2
E/W 1	N/S B	Community Blvd.	New 4 Lane	4
E/W 1 (Discovery Way)	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 2	~~N/S A~~ Community Blvd.	Village Pkwy	New 4 Lane	4
E/W 3	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 3	Village Pkwy	Rosser Blvd	New 4 Lane	4
E/W 3	Range Line Rd	N/S A	New 2 Lane	2
E/W 3	Village Pkwy	S.W. Open View Drive	New 6 Lane	6
E/W 3	N/S A	Village Pkwy	New 4 Lane	4
E/W 5	McCarty Rd	Glades Cut-Off Rd	New 4 Lane	4

Table 2-9
2035 Cost Feasible Projects
Roadway Needs Assessment (2016-2035)

Facility	From	To	Project	2035 Total Lanes
Port St. Lucie Blvd(2)	FL Turnpike	Floresta Dr	Add 2 Lanes	8
Becker Rd	Range Line Rd	Becker Rd	New 4 Lane	4
Crosstown Pkwy	Range Line Rd	Existing Crosstown	New 4 Lane	4
E/W 1 (Discovery Way)	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 2	~~N/S A~~ Community Blvd	Village Pkwy	New 4 Lane	4
E/W 3	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 3(2)	Village Pkwy	Rosser Blvd	New 4 Lane	4
N/S A	Becker Rd	Crosstown Pkwy	New 4 Lane	4
N/S B	Becker Rd	E/W 1	New 4 Lane	4
Paar Dr	Range Line Rd	Village Pkwy	New 4 Lane	4
Paar Dr(2)	Village Pkwy	Rosser Blvd	New 4 Lane	4

Exhibit A-6


City of Port St. Lucie Comprehensive Plan Update
COMMERCIAL GENERAL
COMMERCIAL HIGHWAY
COMMERCIAL LIMITED
COMMERCIAL SERVICE
INSTITUTIONAL
HEAVY INDUSTRIAL
LIGHT INDUSTRIAL
NEW COMMUNITY DEVELOPMENT
ST LUCIE RIVER
OPEN SPACE PRESERVATION
OPEN SPACE CONSERVATION
OPEN SPACE RECREATION
RESIDENTIAL GOLF COURSE
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
RESIDENTIAL - OFFICE - INSTITUTIONAL
UTILITIES
SLC MIXED
NORTH TORINO
GLADES CUTOFF
WEST TORINO
EAST TORINO
ST JAMES
CALIFORNIA
SELVIT
AIROSO
FLORESTA
PRIMA VISTA
ST LUCIE WEST
PEACOCK
RESERVE
HEATHERWOOD
CROSSTOWN
CASHMERE
DEL RIO
BAYSHORE
WALTON
TIFFANY
LYNGATE
US 1
MORNINGSIDE
LENNARD
MELALEUCA
GREEN RIVER
PORT ST LUCIE
MARIPOSA
WESTMORELAND
OAKRIDGE
TRADITION
GATLIN
95
ROSSER
SAVONA
TULIP
VILLAGE
PAAR
DARWIN
SOUTHBEND
BECKER
Map: FLU-2b: Vacant Lands w/ Future Landuse Code
Date: 4/12/2012
Page: 1 of 1
Tech: MFK
MIS GIS #: MISGIS0037
N
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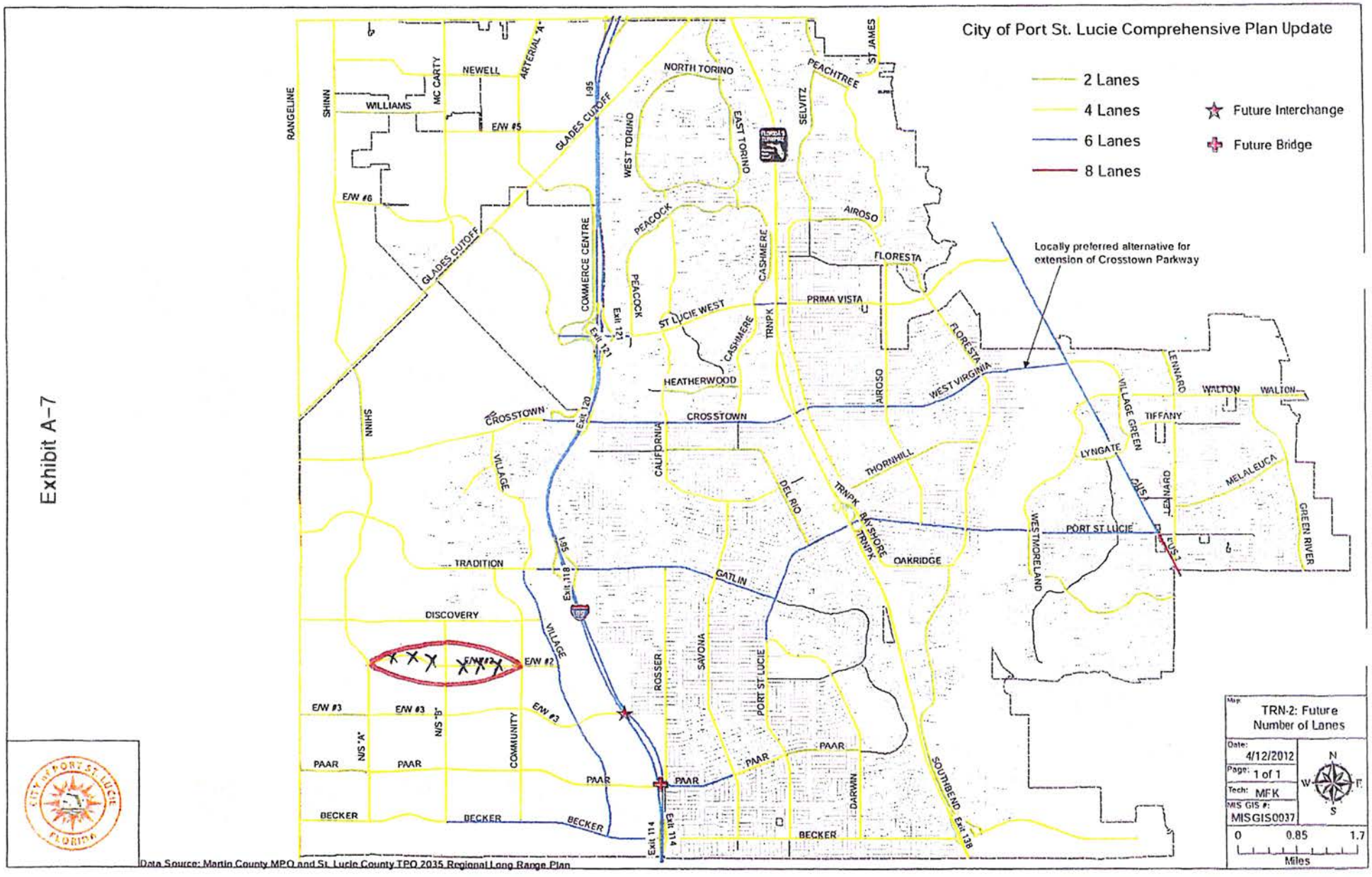
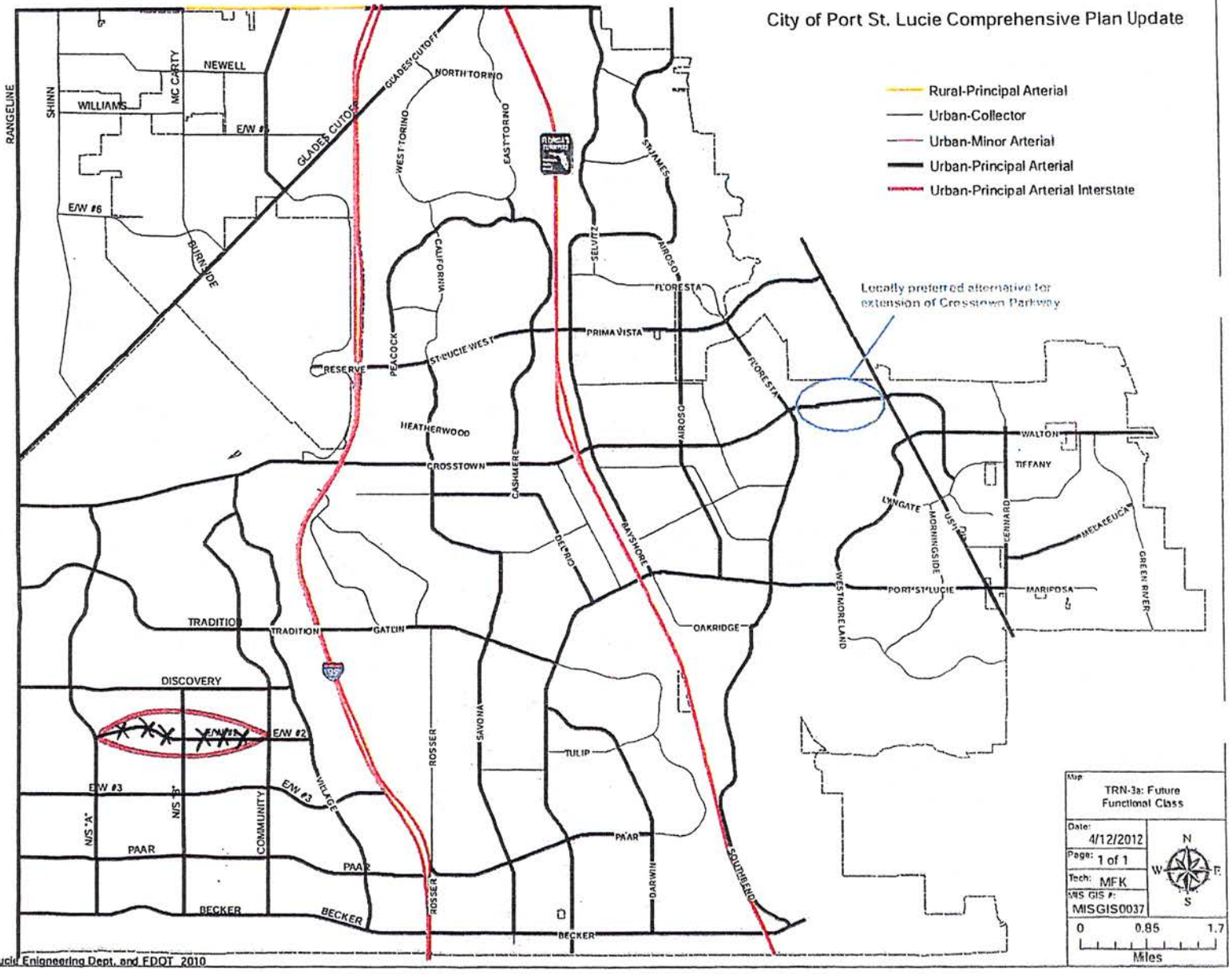
Miles
Data Source: City of Port St. Lucie Planning and Zoning Department, 2011

Exhibit A-7



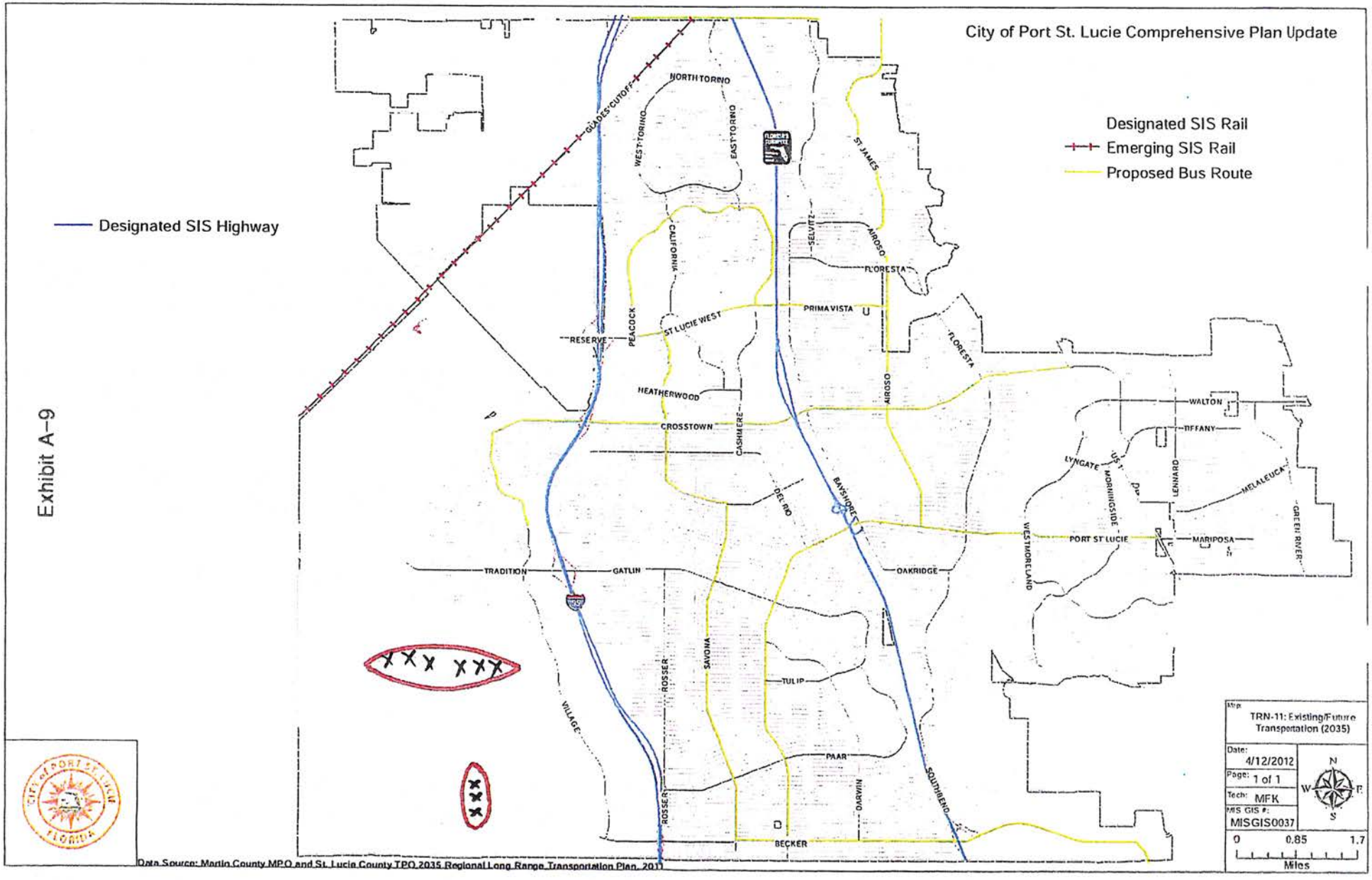
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Plan

Exhibit A-8



Data Source: City of Port St. Lucie Enigneering Dept. and FDOT 2010

Exhibit A-9


City of Port St. Lucie Comprehensive Plan Update
Designated SIS Rail
Emerging SIS Rail
Proposed Bus Route
Designated SIS Highway
GLADES CUTOFF
NORTH TORINO
WEST TORINO
EAST TORINO
ST JAMES
SELVITZ
AIROSO
CALIFORNIA
FLORESTA
PRIMA VISTA
ST LUCIE WEST
RESERVE
PEACOCK
HEATHERWOOD
CROSSTOWN
CASHMERE
WALTON
TIFFANY
LYNGATE
MORNINGSIDE
LENNARD
MELALEUCA
GREEN RIVER
DEL RIO
BAYSHORE
WESTMORELAND
PORT ST LUCIE
MARIPOSA
TRADITION
GATLIN
OAKRIDGE
SAVONA
ROSSER
TULIP
VILLAGE
PAAR
DARWIN
SOUTHBEND
BECKER
TRN-11: Existing/Future Transportation (2035)
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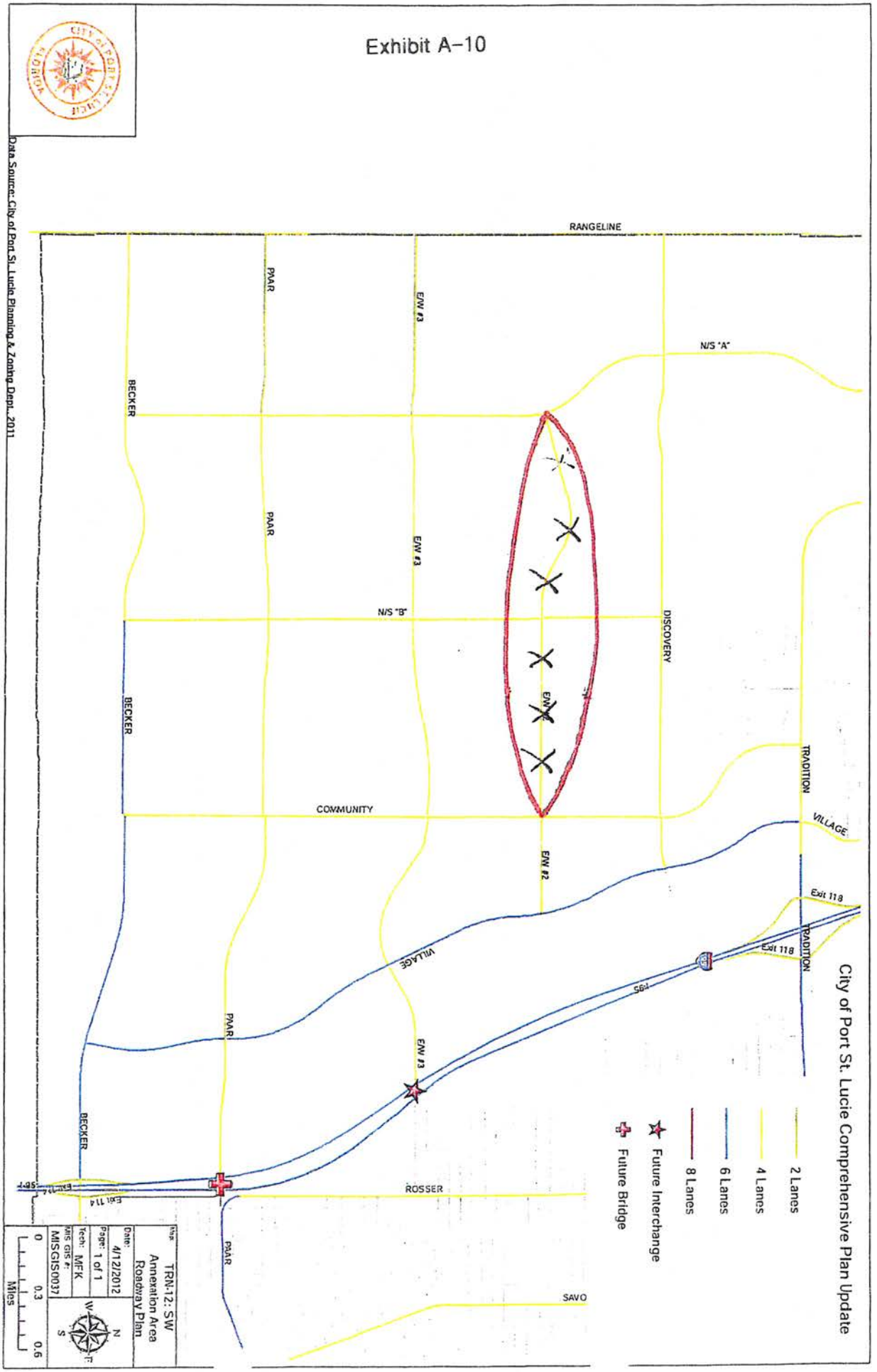
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2011

Exhibit A-10



Data Source: City of Port St. Lucie Planning & Zoning Dept., 2011

TREASURE COAST REGIONAL PLANNING COUNCIL

MEMORANDUM

To: Council Members AGENDA ITEM 7C4

From: Staff

Date: July 15, 2016 Council Meeting

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the City of Port St. Lucie Comprehensive Plan
Amendment No. 16-3ESR

Introduction

The Community Planning Act, Chapter 163, *Florida Statutes*, requires that the regional planning council review local government comprehensive plan amendments prior to their adoption. The regional planning council review and comments are limited to adverse effects on regional resources or facilities identified in the strategic regional policy plan (SRPP) and extrajurisdictional impacts that would be inconsistent with the comprehensive plan of any affected local government within the region. Council must provide any comments to the local government within 30 days of the receipt of the proposed amendments and must also send a copy of any comments to the state land planning agency.

The amendment package from the City of Port St. Lucie contains proposed changes to the text of the Future Land Use Element, Transportation Element, and several maps in the comprehensive plan. This report includes a summary of the proposed amendment and Council comments.

Summary of Proposed Amendment

The amendment package proposes several changes to the comprehensive plan. The changes are primarily related to recent proposed amendments to the development order for the Riverland/Kennedy Development of Regional Impact (DRI). These changes are summarized below:

Future Land Use Element

- Revise the Conceptual Master Plan map for Riverland/Kennedy New Community Development (NCD) District to reflect recent proposed changes to the Riverland/Kennedy DRI master plan. These changes removed 15 acres of Neighborhood/Village Commercial Areas in the northeastern corner of the property and replaced this with a residential designation.

- Revise Objective 1.2.10 and Policy 1.2.10.5 to remove the reference to the Annexation Agreement, dated July 19, 2004, as amended. The city staff report indicates that this reference is being removed to reduce the possibility of internal inconsistencies within the comprehensive plan, because the Annexation Agreement may be amended over time.

- Revise Policy 1.2.10.2 to indicate the allocation of land uses in the Riverland/Kennedy DRI is now 166 acres of Neighborhood/Village Commercial Areas, 367 acres of Mixed-Use, and 3,095 acres of Residential. These changes reflect recent proposed changes to the development order for the Riverland/Kennedy DRI.

- Revise Policy 1.2.10.5 to delete subsections a through f addressing transportation improvements, because these improvements have either already been completed or are addressed in Table 2-9, 2035 Cost Feasible Projects Roadway Needs Assessment (2016-2035).

Transportation Element

- Revise Table 2-8, Roadway Needs Assessment, and Table 2-9, 2035 Cost Feasible Projects Roadway Needs Assessment (2016-2035), to reflect that E/W 2 roadway will extend from Community Boulevard to Village Parkway. The segment of E/W 2 roadway from N/S A to Community Boulevard was previously removed from the Riverland/Kennedy DRI master plan.

Maps

- Revise several maps to remove the segment of E/W 2 noted above, and N/S BC, which extended from Paar Drive to Becker Road between N/S B and Community Boulevard. These roadway segments were previously deleted from the Riverland/Kennedy DRI master plan. Therefore, these segments are proposed to be deleted from the following maps:

    - Map FLU-2b Vacant Lands
    - Map TRN-2 Future Number of Lanes
    - Map TRN-3a Future Functional Class
    - Map TRN-11 Existing/Future Transportation (2035)
    - Map TRN-12 SW Annexation Area Roadway Plan

<u>Regional Impacts</u>

Previous correspondence from Council staff details concerns related to the proposal to eliminate the rights-of-way for E/W 2 and N/S BC (Exhibit 10). The SRPP calls for a network of streets and a regional transportation system that integrates different modes of travel into one balanced system that supports community goals, enhances urban life, increases mobility, and provides for

the safe and efficient movement of goods and people. The proposal to eliminate the rights-of-way for E/W 2 and N/S BC is inconsistent with the following regional policies:

> **Policy 7.1.1.1**: Reserve and protect sufficient road right-of-way on the regional roadway network to provide for an efficient multi-modal transportation system.
>
> **Policy 7.1.2.5**: Develop a regional roadway system of predictably spaced and interconnected east-west, north-south streets. Ideally, streets should be spaced every one-quarter to one-half mile to offer multiple route choices, disperse traffic, and discourage local travel on interstates and arterials.
>
> **Policy 7.1.3.1**: Encourage patterns and forms of development and redevelopment that maximize public transportation alternatives, minimize the use of the region's collector and arterial roadway network, and reduce the total amount of daily vehicle miles traveled.
>
> **Policy 7.1.3.2**: Plan and design new development and redevelopment to provide complementary interconnections for pedestrians and public transportation within and between residential areas, schools, employment and retail centers, recreational areas and other public facilities.

Extrajurisdictional Impacts

Council requested comments on July 1, 2016 from local governments and organizations expressing an interest in reviewing the proposed amendment. No extrajurisdictional impacts have been identified.

Conclusion

Council recommends the rights-of-way for the segments of E/W 2 and N/S BC remain in the comprehensive plan. These roads provide a strong framework for a well-defined network of streets. Ideally, the plan should have a network of streets spaced every ¼ to ½ mile to improve public safety and options for transit and other modes of transportation. Maintaining the existing rights-of-way for these roadways provides a good basis for establishing a finer grain network of streets. Such a network will achieve a more sustainable community design and better-contribute to meeting the long-term transportation needs of this area of the city.

Recommendation

Council should approve this report and authorize its transmittal to the City of Port St. Lucie and the Florida Department of Economic Opportunity.

Attachments

List of Exhibits

Exhibit

1	General Location Map
2	Existing Conceptual Master Plan for Riverland/Kennedy NCD District
3	Proposed Conceptual Master Plan for Riverland/Kennedy NCD District
4	Text Changes in Underline and Strikethrough Format
5	Map FLU-2b Vacant Lands – Proposed Changes
6	Map TRN-2 Future Number of Lanes – Proposed Changes
7	Map TRN-3a Future Functional Class – Proposed Changes
8	Map TRN-11 Existing/Future Transportation (2035) – Proposed Changes
9	Map TRN-12 SW Annexation Area Roadway Plan – Proposed Changes
10	Letter from TCRPC – April 21, 2014
11	Letter from TCRPC – June 8, 2016

Exhibit 1
General Location Map

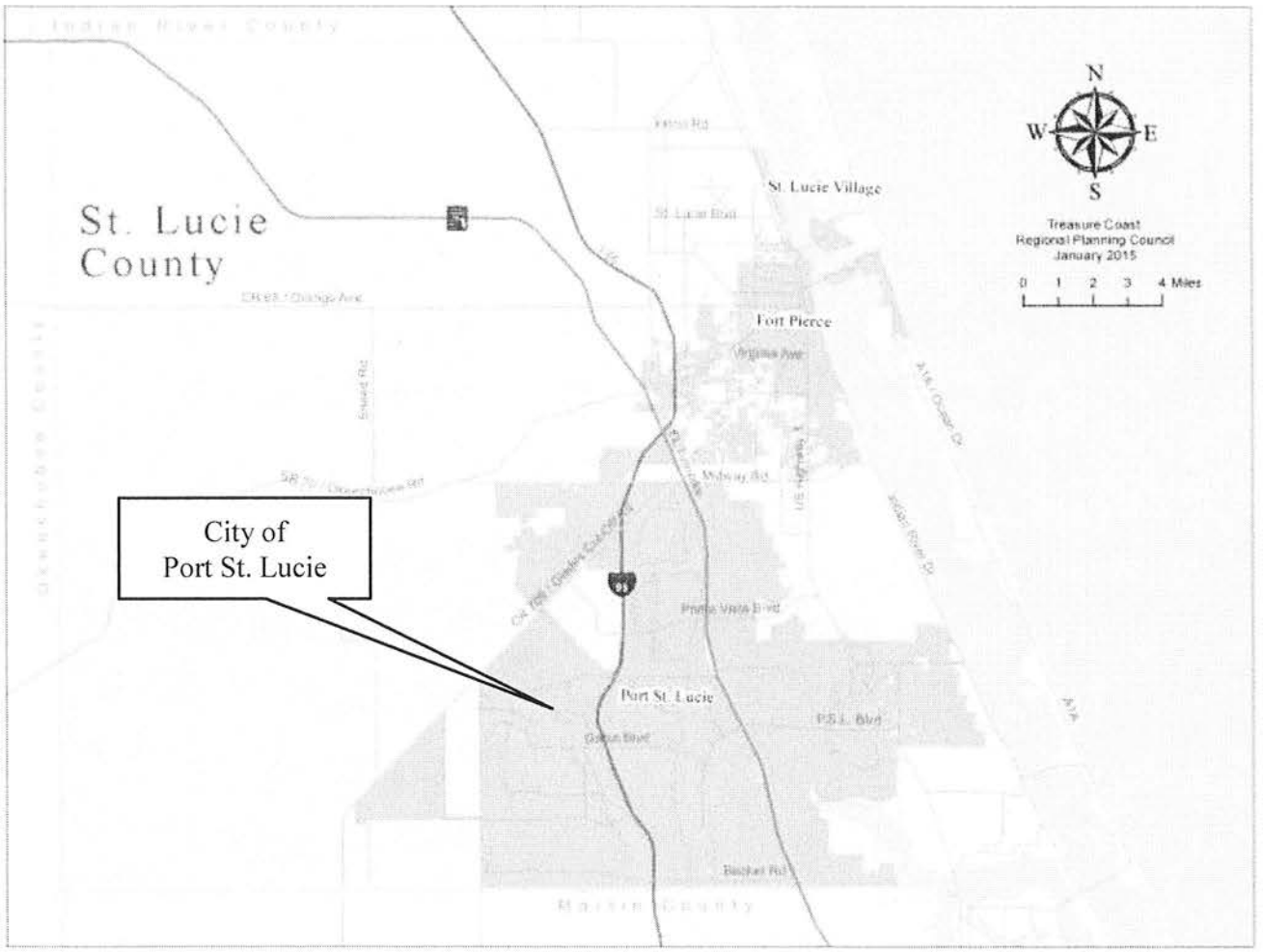


Exhibit 2
Existing Conceptual Master Plan for Riverland/Kennedy NCD District

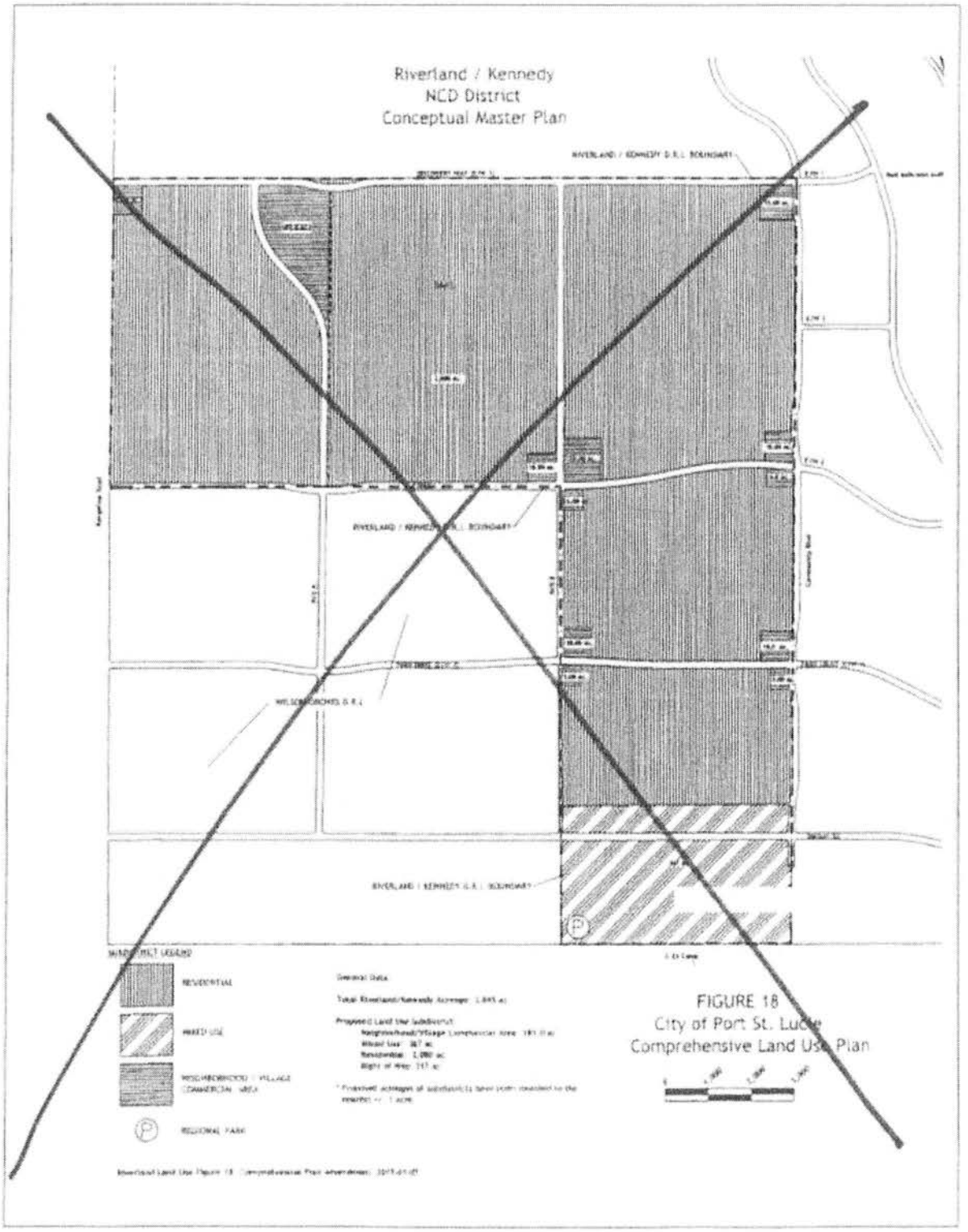


Exhibit 3
Proposed Conceptual Master Plan for Riverland/Kennedy NCD District

Exhibit 4
Text Changes in Underline and Strikethrough Format

Objective 1.2.10: The Riverland/Kennedy NCD District is hereby established and shall be developed consistent with the development order adopted by the City pursuant to section 380.06, F.S., ~~and with the Annexation Agreement, dated July 19, 2004, as amended~~.

Policy 1.2.10.1: The density and intensity of the Riverland/Kennedy NCD District shall be limited to 11,700 residential units and a maximum 3,942,495 GSF of retail, research and office, light industrial and institutional and civic, plus amenities and ancillary uses.

Policy 1.2.10.2: The allocation of land uses within the Riverland/Kennedy NCD shall be as shown in Figure 18 providing for ~~184~~ 166 acres of Neighborhood/Village Commercial Areas, 367 acres of Mixed-Use, and ~~3,080~~ 3,095 acres of Residential.

Policy 1.2.10.3: Within the Riverland/Kennedy NCD, 50 acres will be dedicated toward a 100-acre regional park and an additional 91 acres of neighborhood and community parks will be provided.

Policy 1.2.10.4: The Riverland/Kennedy NCD District shall provide a mix of land uses within close proximity to work and home; establish a hierarchy of interconnected streets and pedestrian/bike paths within and between uses that promote internal trip capture; and incorporate transit-oriented design features. In conjunction with development of the Riverland/Kennedy NCD District, land may be reserved for schools, fire stations, utilities, civic sites, private institutional sites for religious institutions, clubs, private schools, adult congregate living facilities and other uses that may be identified throughout the development process.

Policy 1.2.10.5: The Riverland/Kennedy NCD District shall provide ~~the following~~ transportation and other public facilities, in the manner prescribed by the development order adopted pursuant to section 380.06, F.S., ~~and the Annexation Agreement dated July 19, 2004, as amended~~:

~~a. Convey right-of-way to the City for Becker Road within the portion of the property (completed);~~

~~b. Pay for the construction of a two-lane roadway section on Becker Road through the property;~~

~~c. Fund the design, construction, property acquisition for stormwater drainage (but no other property acquisition) and all associated expenses of a four-lane divided roadway section within a 100' right-of-way for Becker Road east of I-95 to the Florida Turnpike (total funding not to exceed $12,500,000.00) (completed);~~

~~d. Convey right-of-way to the City consistent with Transportation Series Map 2, 2035 Needs Assessment Map of the Transportation Element, including all intersection connections to Range Line Road (completed);~~

~~e. No later than July 19, 2007, contribute $10,000,000.00 toward the of development of an interchange on I-95 subject to a future determination of need by the City (completed per amended Annexation agreement dated November 16, 2009);~~

~~f. Construct all intersection connections to Range Line Road within the property.~~

Table 2-8
Roadway Needs Assessment

Facility	From	To	Project	2035 Total Lanes
Arterial A	Glades Cut-Off Rd	Midway Rd	New 4 Lane	4
Bayshore Blvd	Port St. Lucie Blvd	Oakridge Blvd	New 4 Lane	4
Bayshore Blvd	St. Lucie West Blvd	Selvitz Road	New 4 Lane	4
Becker Rd (West)	Range Line Rd	Becker Rd	New 4 Lane	4
Becker Road (East)	Via Tesoro	Gilson Road	New 4 Lane	4
Becker Road (West)	Range Line Road	N/S B	New 4 Lane	4
Becker Road (West)	N/S B	I-95 Interchange	New 6 Lane	6
California Blvd	St. Lucie West Blvd	Peacock Blvd	Add 2 Lanes	4
California Blvd	Del Rio Blvd	St. Lucie West Blvd	Add 2 Lanes	4
California Blvd	Savona Blvd	Del Rio Blvd	Add 2 Lanes	4
Cashmere Boulevard	Crosstown Parkway	St. Lucie West Blvd	New 4 Lane	4
Community Blvd (West)	Parr Dr (West)	Community Blvd	New 4 Lane	4
Community Boulevard	E/W 1	Becker Rd	New 4 Lane	4
Crosstown Pkwy	Manth Ln	US 1	New 6 Lane	6
Crosstown Pkwy (West)	Range Line Rd	Exist Crosstown Pkwy	New 4 Lane	4
Darwin Boulevard	Becker Road	Port St. Lucie Blvd	New 4 Lane	4
E/W 1	Rangeline Road	N/S B	New 2 Lane	2
E/W 1	N/S B	Community Blvd.	New 4 Lane	4
E/W 1 (Discovery Way)	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 2	~~N/S A~~ Community Blvd.	Village Pkwy	New 4 Lane	4
E/W 3	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 3	Village Pkwy	Rosser Blvd	New 4 Lane	4
E/W 3	Range Line Rd	N/S A	New 2 Lane	2
E/W 3	Village Pkwy	S.W. Open View Drive	New 6 Lane	6
E/W 3	N/S A	Village Pkwy	New 4 Lane	4
E/W 5	McCarty Rd	Glades Cut-Off Rd	New 4 Lane	4

Exhibit A-5

Table 2-9
2035 Cost Feasible Projects
Roadway Needs Assessment (2016-2035)

Facility	From	To	Project	2035 Total Lanes
Port St Lucie Blvd[2]	FL Turnpike	Floresta Dr	Add 2 Lanes	8
Becker Rd	Range Line Rd	Becker Rd	New 4 Lane	4
Crosstown Pkwy	Range Line Rd	Existing Crosstown	New 4 Lane	4
E/W 1 (Discovery Way)	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 2	~~N/S A~~ Community Blvd	Village Pkwy	New 4 Lane	4
E/W 3	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 3[2]	Village Pkwy	Rosser Blvd	New 4 Lane	4
N/S A	Becker Rd	Crosstown Pkwy	New 4 Lane	4
N/S B	Becker Rd	E/W 1	New 4 Lane	4
Paar Dr	Range Line Rd	Village Pkwy	New 4 Lane	4
Paar Dr[2]	Village Pkwy	Rosser Blvd	New 4 Lane	4

Exhibit 5
Map FLU-2b Vacant Lands – Proposed Changes

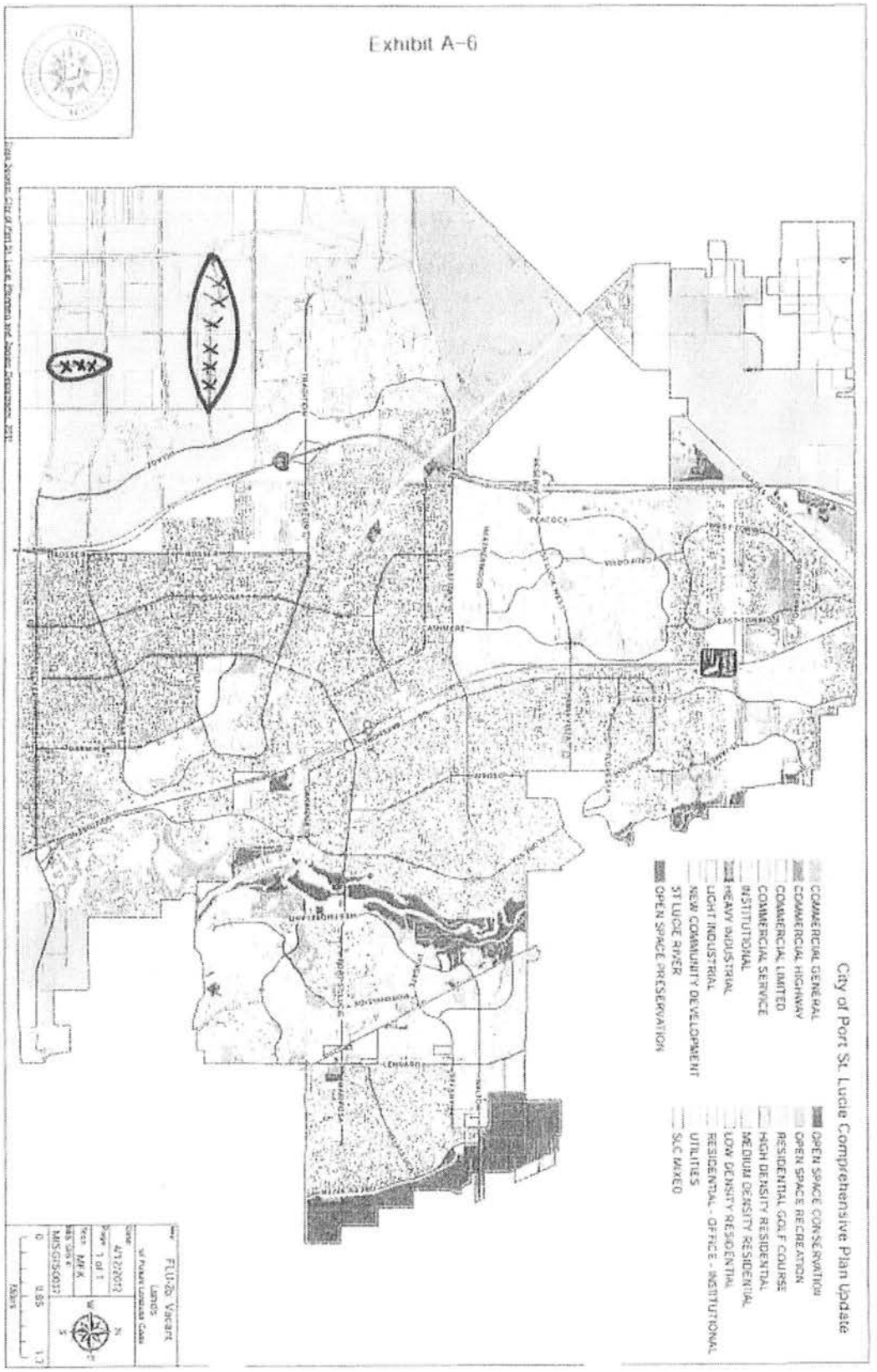


Exhibit 6
Map TRN-2 Future Number of Lanes – Proposed Changes

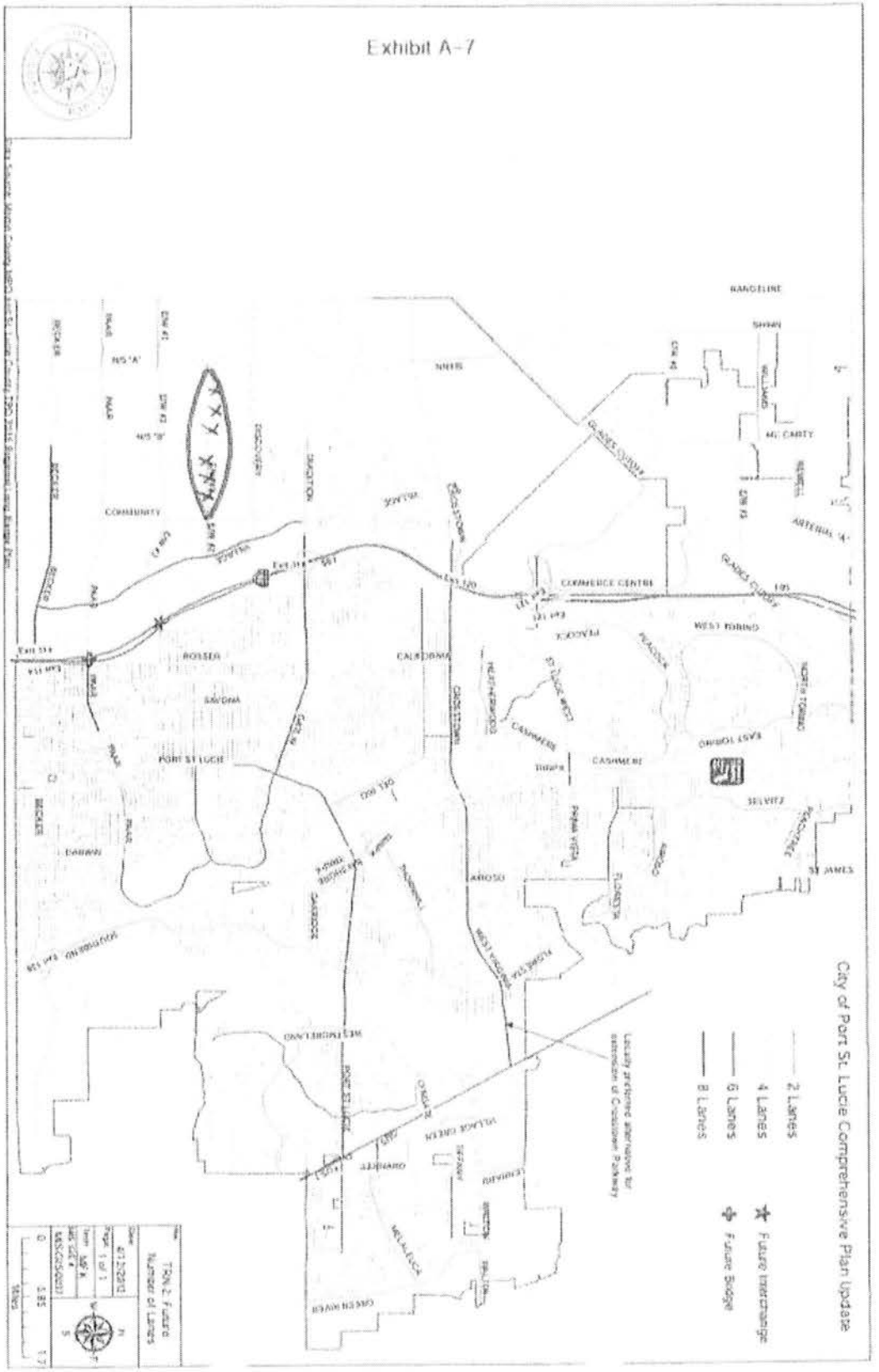


Exhibit 7
Map TRN-3a Future Functional Class – Proposed Changes

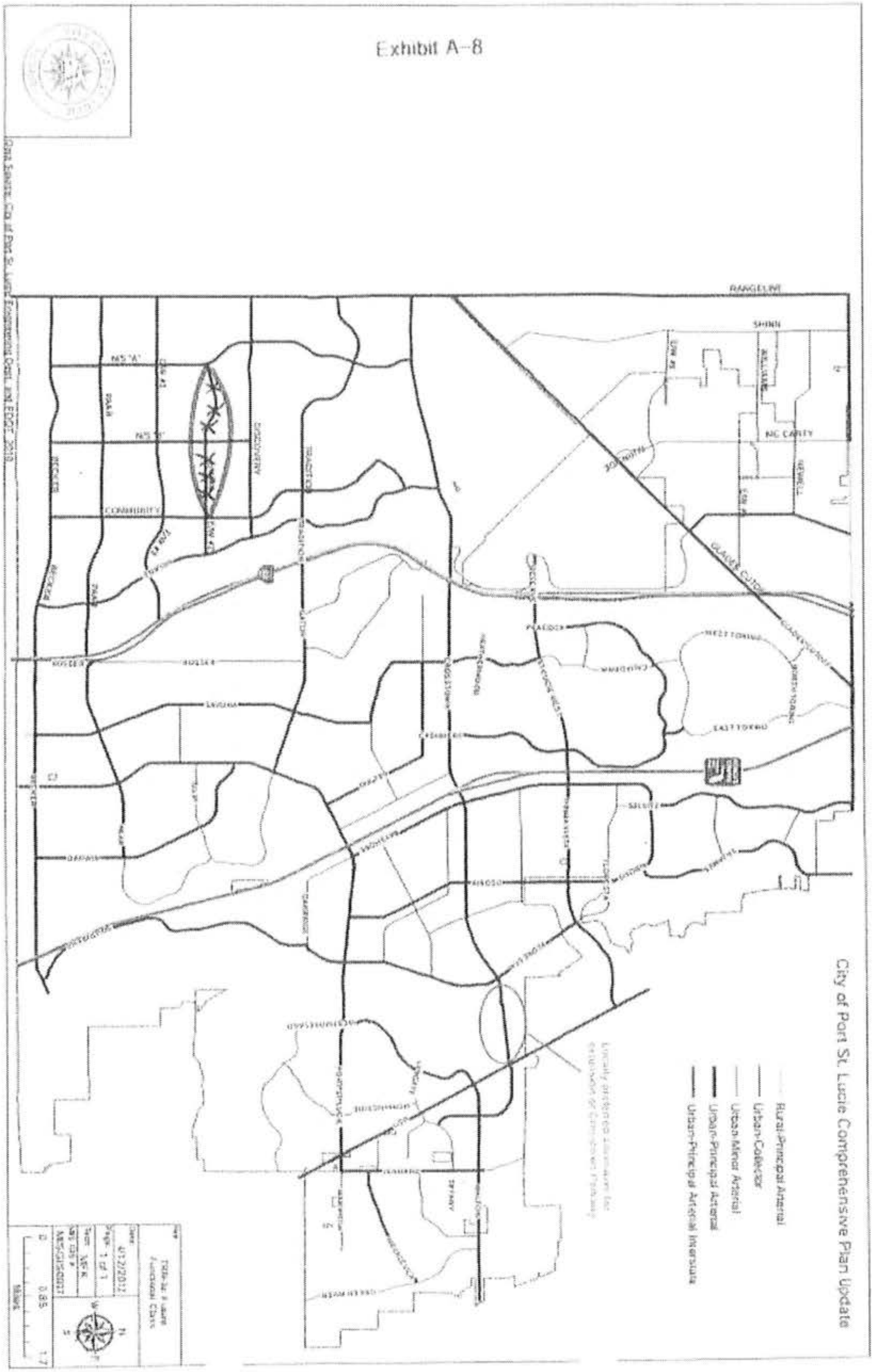


Exhibit 8
Map TRN-11 Existing/Future Transportation (2035) – Proposed Changes

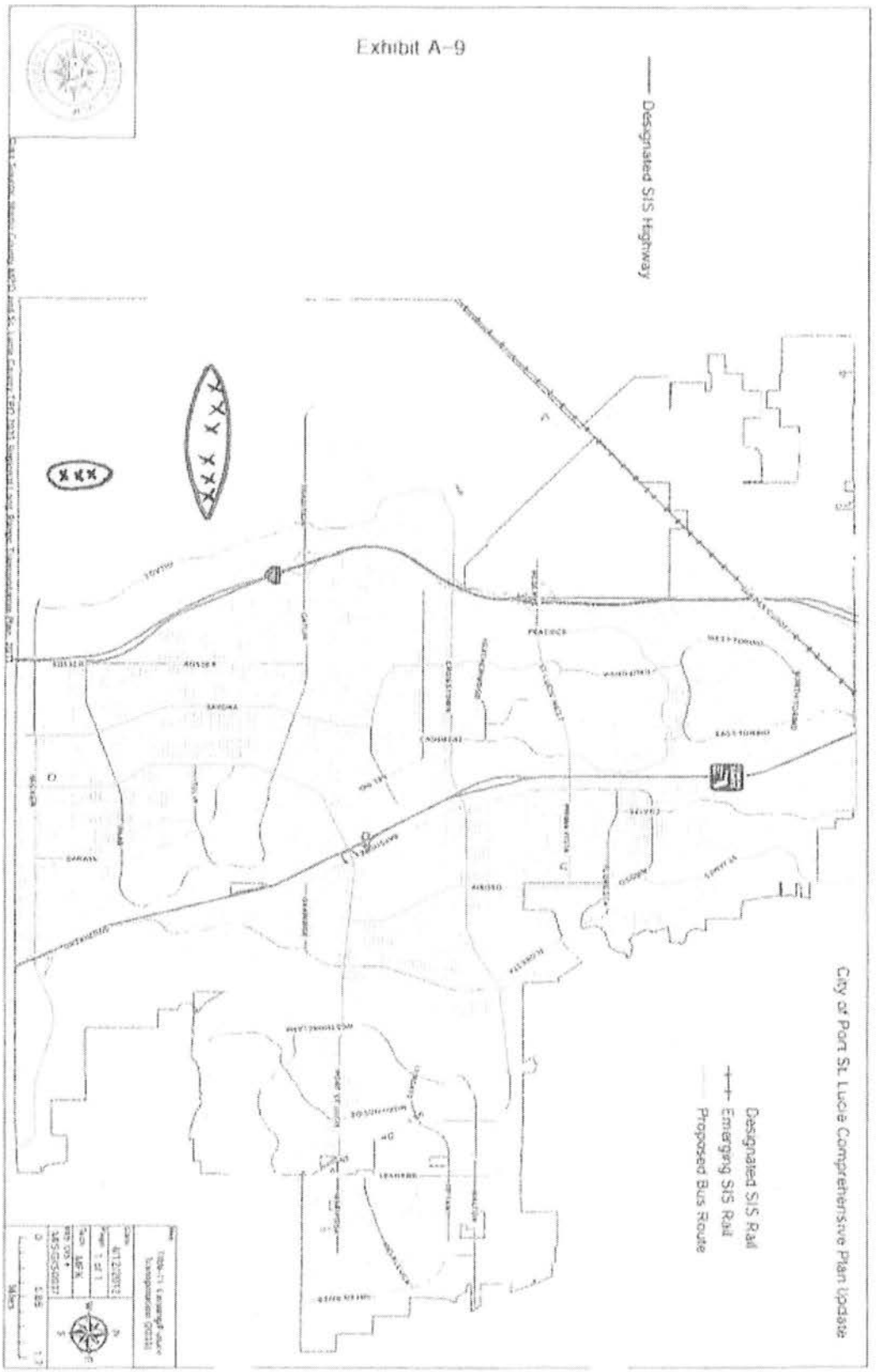


Exhibit 9
Map TRN-12 SW Annexation Area Roadway Plan – Proposed Changes

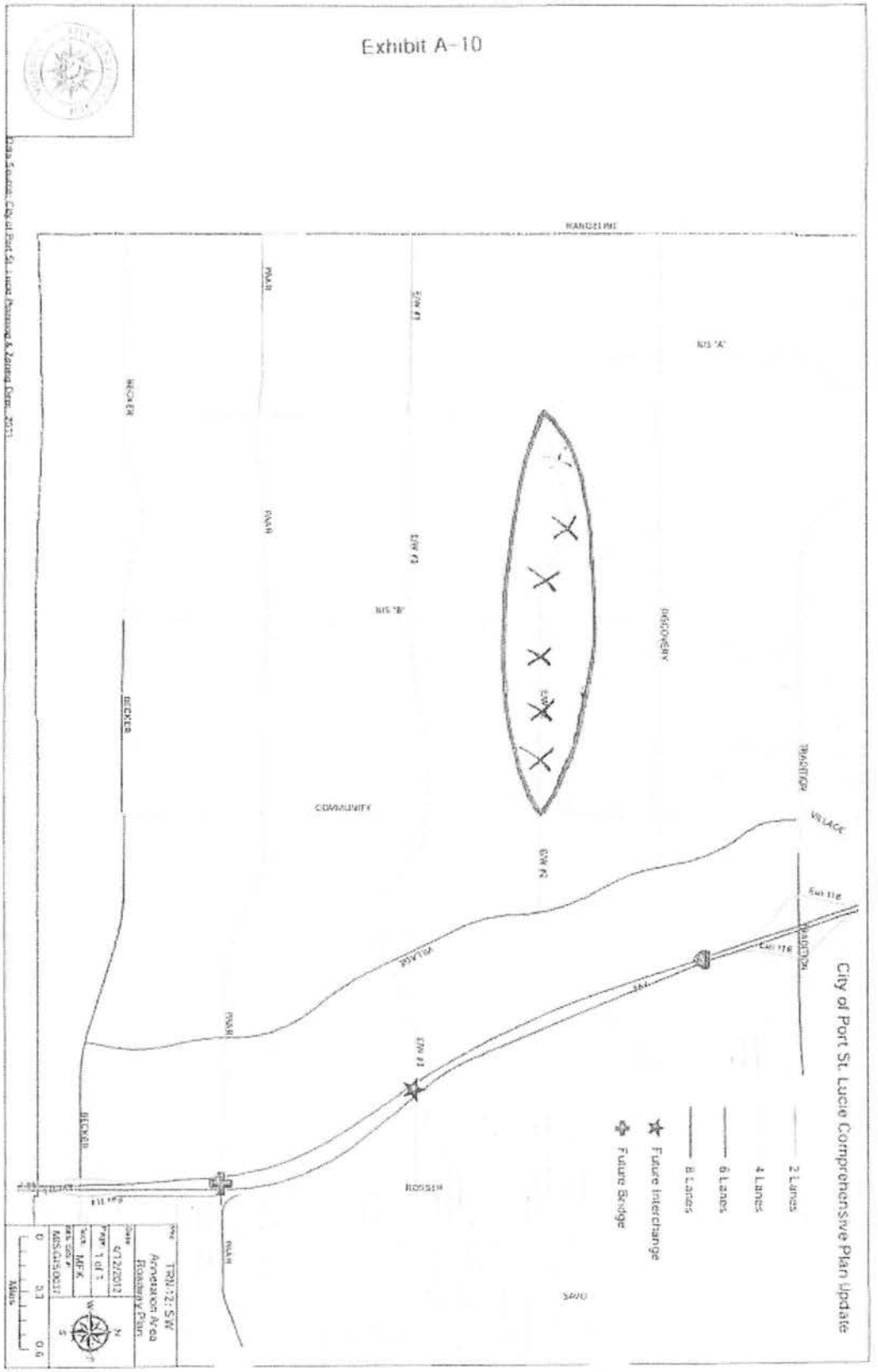


Exhibit 10
Letter from TCRPC – April 21, 2014

TREASURE COAST REGIONAL PLANNING COUNCIL

INDIAN RIVER – ST. LUCIE – MARTIN – PALM BEACH

April 21, 2014

Mr. Daniel Holbrook, AICP
Director of Planning & Zoning
City of Port St. Lucie Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Subject: Riverland/Kennedy Development of Regional Impact Notice of Proposed Change

Dear Mr. Holbrook:

In accordance with the requirements of Section 380.06(19), Florida Statutes, Council has reviewed the Riverland/Kennedy Development of Regional Impact (DRI) Notification of a Proposed Change (NOPC). The Riverland/Kennedy DRI NOPC was originally submitted on February 24, 2011, and supplemental information has been provided numerous times during the last three years. Council has previously provided comments to the city in letters dated April 6, 2011, April 18, 2012, May 24, 2012, and July 9, 2012. This letter serves to amend Council's comments based on supplemental information provided in a letter from Glenn Ryals dated February 12, 2014, an email from Glenn Ryals dated March 5, 2014; and information received during a meeting on April 3, 2014 between Council staff, city staff, and Mr. Ryals.

The NOPC proposes the following changes:

A. Amend Condition 1 to be consistent with Amendment #3 to the Annexation Agreement;
B. Amend Condition 2 to indicate significant physical development has occurred;
C. Amend Condition 3 to change the years in each phase and delete a table showing acres allowed for each of the proposed land uses;
D. Amend Conditions 4 and 5 to reflect extensions to the buildout and termination dates;
E. Amend Conditions 13, 15, 17-29, and 31 to revise transportation conditions and separate road improvement conditions within the City of Port St. Luce that were previously linked with three other neighboring DRIs;
F. Amend Condition 32 to clarify the wetlands conditions to place reliance on the regional approval and permitting requirements of the U.S. Army Corps of Engineers and South Florida Water Management District;
G. Delete Condition 33 requiring an upland buffer around created wetlands;
H. Delete Condition 34 regarding the preparation of a Mitigation Management Plan;
I. Amend former Condition 35 regarding Wood Stork and the Mitigation Management Plan;

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J. Add a note to former Condition 51 indicating the developer has entered into an Educational Facilities Impact Fee Credit Agreement;
K. Amend former Condition 53 indicating the developer has entered into an agreement with the St. Lucie County Fire District;
L. Amend former Condition 56 regarding Parks and Recreation;
M. Amend the Master Plan, Map H, to: eliminate the right-of-way for E/W 2 and N/S BC; adjust the location of neighborhood commercial parcels; and shift the mixed use development to the southern portion of the development consistent with Amendment #3 to the Annexation Agreement.

Council has reviewed the proposed changes and understands the City of Port St. Lucie staff and the developer have reached an agreement on how to proceed with the bifurcated road conditions and development order language. The city applied a methodology to divide up the roadway improvements among the proposed developments (Southern Grove, Western Grove, Wilson Groves, and Riverland/Kennedy) within the Western Annexation Traffic Study area. The only outstanding issue with the latest submittal of the NOPC is the proposal to eliminate the rights-of-way for E/W 2 and N/S BC, because their removal has the potential to negatively impact the regional roadway network.

The Strategic Regional Policy Plan calls for a network of streets and a regional transportation system that integrates different modes of travel into one balanced system that supports community goals, enhances urban life, increases mobility, and provides for the safe and efficient movement of goods and people. The proposal to eliminate the rights-of-way for E/W 2 and N/S BC is inconsistent with the following regional policies:

Policy 7.1.1.1: Reserve and protect sufficient road right-of-way on the regional roadway network to provide for an efficient multi-modal transportation system.

Policy 7.1.2.5: Develop a regional roadway system of predictably spaced and interconnected east-west, north-south streets. Ideally, streets should be spaced every one-quarter to one-half mile to offer multiple route choices, disperse traffic, and discourage local travel on interstates and arterials.

Policy 7.1.3.1: Encourage patterns and forms of development and redevelopment that maximize public transportation alternatives, minimize the use of the Region's collector and arterial roadway network, and reduce the total amount of daily vehicle miles traveled.

Policy 7.1.3.2: Plan and design new development and redevelopment to provide complementary interconnections for pedestrians and public transportation within and between residential areas, schools, employment and retail centers, recreational areas and other public facilities.

The current plan provides inadequate information about the network of streets to serve the community. Council recommends that the rights-of-way for E/W 2 and N/S BC remain in the plan. These roads provide a strong backbone for a well-defined network of streets. To be successful over the long term, the project should have a finer grain network of streets. Ideally, the plan should have a network of streets every ¼ to ½ mile to improve options for transit and other modes of transportation. With more roads in the grid, they need to be less wide, which are safer than wide roads. A desire has been verbally expressed by the developer to address the internal transportation needs of the project with golf cart and pedestrian pathways. Maintaining the existing rights-of-way would still allow for this golf cart concept, without excluding other modes of transportation and public transit options. Furthermore, pedestrian, bicycle, and golf cart crossings work better with a finer grain network of streets. The City may even want to consider increasing the diversity and flexibility of allowable street designs/standards currently provided for under its own rules to encourage more pedestrian-friendly street types. Maintaining the rights-of-way for E/W 2 and N/S BC and provision of a finer grain network of streets would create a more sustainable community design and better-contribute to meeting the long-term transportation needs of this area of the City.

Please copy Council on all correspondence concerning this NOPC. If the development order is amended, please transmit a certified copy of the adopted development order amendment pursuant to this notice of proposed change.

If you have any questions please do not hesitate to contact me.

Sincerely,

Michael J. Busha, AICP
Executive Director

MJB/PGM:pgm

cc: James Stansbury, Florida Department of Economic Opportunity
Anne Cox, City of Port St. Lucie
Roxanne Chesser, City of Port St. Lucie
Mark Satterlee, St. Lucie County
Nicki van Vonno, Martin County
Gustavo Schmidt, Florida Department of Transportation
Chon Wong, Florida Department of Transportation
Maria Tejera, MTP Group, Inc.
Glenn Ryals, Riverland/Kennedy

Exhibit 11
Letter from TCRPC – June 8, 2016

TREASURE COAST REGIONAL PLANNING COUNCIL

INDIAN RIVER – ST. LUCIE – MARTIN – PALM BEACH

June 8, 2016

Ms. Patricia A. Tobin, AICP
Director of Planning & Zoning
City of Port St. Lucie Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Subject: Riverland/Kennedy Development of Regional Impact
Notice of Proposed Change

Dear Ms. Tobin:

In accordance with the requirements of Section 380.06(19), Florida Statutes, Council has reviewed the Riverland/Kennedy Development of Regional Impact (DRI) Notice of Proposed Change (NOPC). The NOPC proposes the following changes:

- Revise Map H to remove the commercial designation from 15 acres in the northeastern corner of the property and replace this with a residential designation; and
- Extend the phasing dates in Condition 3, buildout date in Condition 4, and expiration and termination date in Condition 5.

The NOPC application indicates the change from commercial to residential designation on 15 acres is being requested because the commercial parcel no longer fits strategically with the overall master plan. The 15 acres are located at the southwest corner of the intersection of Discovery Way and Community Boulevard. Also, the proposed change in buildout date from 2034 to 2035 is to reflect additional development time allowed pursuant to Executive Order 15-173, which was approved by Governor Scott on August 28, 2015 for Tropical Storm Erika. The traffic impact evaluation letter included with the application indicates there will be no increase in traffic impacts. No changes in the number of residential dwelling units or intensity of development are proposed.

Council has reviewed the information provided by the applicant and has determined the proposed changes will not create additional impacts to regional resources and facilities. Please address the attached comment from the Florida Department of Transportation.

"Bringing Communities Together"• Est.1976

421 SW Camden Avenue - Stuart, Florida 34994
Phone (772) 221-4060 - Fax (772) 221-4067 - www.tcrpc.org

Please copy Council on all correspondence concerning this NOPC. If the development order is amended, please transmit a certified copy of any development order amendment adopted pursuant to this NOPC.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Michael J. Busha, AICP
Executive Director

MJB/PGM:pgm

Attachment

cc: James Stansbury, Florida Department of Economic Opportunity
Anne Cox, City of Port St. Lucie
Mark Satterlee, St. Lucie County
Steven C. Braun, Florida Department of Transportation
Chon Wong, Florida Department of Transportation
Glen Ryals, Authorized Agent

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

June 1, 2016

Mr. James Stansbury
Florida Department of Economic Opportunity
Division of Community Development
Regional Planning Administrator
Caldwell Building, MSC 160
107 E. Madison Street
Tallahassee, FL 32399

Dear Mr. Stansbury:

SUBJECT: Riverland/Kennedy Development of Regional Impact (DRI)
Notice of Proposed Change (NOPC) #3
City of Port St. Lucie, St. Lucie County

The Department has reviewed the Notice of Proposed Change #3 to the Riverland Kennedy DRI, which was received on May 3, 2016. The Riverland Kennedy DRI is located west of I-95 and Community Drive, east of Range Line Road, south of Discovery Way, and north of the Martin County line. It is one of four DRIs located in the Western Annexation Area of the City of Port St. Lucie, and has a current buildout date of 2034.

The Applicant is requesting modification to change the number of acres designated for Residential use and Commercial/Retail use. The Applicant is not requesting modification to previously approved development intensities at this time. Additionally, a change to the buildout date for the project from 2034 to 2035 has been proposed pursuant to Executive Order 15-173, which relates to Tropical Storm Erika.

The Applicant is requesting the following changes as summarized in the table below.

Land Use	Approved Development Intensity	Proposed Development Intensity Change	Proposed Acreage Change
Residential (d.u.)	11,700	0	+15
Retail (sq ft)	892,668	0	-15
Research & Office (sq ft)	1,361,250	0	0
Light Industrial (sq ft)	1,361,250	0	0
Institutional & Civic (sq. ft.)	327,327	0	0

The traffic impact evaluation letter as mentioned in the NOPC documentation was not included in the submittal package received by the Department. Please provide all supporting information for the proposed NOPC.

The Department respectfully requests that the above comments be considered and addressed. If you have any questions, please contact Chon Wong at (954) 777-4601 or Shi-Chiang Li at (954) 777-4655.

Sincerely,

Steven C. Braun, P.E.
District Planning and Environmental Engineer
District Four

SB:cw

cc: Michael J. Busha – Executive Director, TCRPC
Lisa Dykstra – Transportation Planning Manager, FDOT, District 4
Shi-Chiang Li – Systems and Policy Planning Supervisor, FDOT, District 4
Stacy Miller – Transportation Development Director, FDOT, District 4
Carmen Monroy – Office of Policy Planning Director, FDOT
Patricia Tobin – Director of Planning and Zoning, City of Port St. Lucie
Chon Wong – Planning Specialist, FDOT, District 4

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING BOARD - MEETING OF JUNE 7, 2016**

FROM: **ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING** AC

RE: **RIVERLAND/KENNEDY, LLP**
COMPREHENSIVE PLAN AMENDMENT APPLICATION-
LARGE SCALE
PROJECT NO. P16-055

DATE: **MAY 28, 2016**

Background

The City has been requested by Glenn Ryals of Riverland/Kennedy, LLP, to amend the text of the Future Land Use Element, the Transportation Element, and several maps of the City's Comprehensive Plan. The proposed amendments are shown on Exhibits "A-1" through "A-10" of the attached ordinance. Changes are proposed to the following:

- Figure 1-5, Riverland/Kennedy NCD District Conceptual Master Plan
- Objective 1.2.10
- Policies 1.2.10.2 and 1.2.10.5.
- Table 2-8, Roadway Needs Assessment
- Table 2-9, 2035 Cost Feasible Projects Roadway Needs Assessment (2016-2035)
- Map FLU-2b: Vacant Lands w/Future Land Use Code
- Map TRN-2: Future Number of Lanes
- Map TRN-3a: Future Functional Class
- Map TRN-11: Existing/Future Transportation (2035)
- Map TRN-12: SW Annexation Area Roadway Plan.

Summary and Analysis

Figure 1-5 is required by Policy 1.2.1.3 of the Comprehensive Plan to illustrate how the land use sub-categories (Residential, Neighborhood/Village Commercial, and Mixed Use) are allocated, where they are located, and how they would function in relation to each other in the Riverland/Kennedy development. The existing map is proposed to be

amended to change the 15 acre Neighborhood/Village Commercial area located at the southeast corner of Discovery Way (E/W 1) and Community Boulevard to Residential. Policy 1.2.10.2, which establishes the amount of development permitted within the Riverland/Kennedy NCD, is proposed to be amended to reduce the acreage of Neighborhood/Village Commercial from 181 to 166 and increase the acreage of Residential from 3,080 to 3,095. These changes are consistent with Policy 1.2.2.1 of the Comprehensive Plan in that the Riverland/Kennedy NCD District will still contain a minimum of three land uses and Policy 1.2.2.3(b) in that the neighborhoods will be within a 2-mile radius of shops, services or other activities. The changes are also consistent with the Riverland/Kennedy DRI NOPC application (P16-056).

Objective 1.2.10 and Policy 1.2.10.5 are proposed to be amended to delete the reference to the Annexation Agreement, dated July 19, 2004, as amended. Removing the reference to the Annexation Agreement will reduce the possibility of internal inconsistencies within the Comprehensive Plan as the Annexation Agreement may be amended over time. Subsections a through f of Policy 1.2.10.5, addressing transportation improvements, are proposed to be deleted as they have either been completed or are addressed in Table 2-9, 2035 Cost feasible Projects Roadway Needs Assessment (2016-2035).

The segment of the proposed E/W 2 roadway, from N/S A to Community Boulevard, was previously removed from the Riverland/Kennedy DRI Master Development Plan. Tables 2-8 and 2-9 of the Transportation Element are proposed to be amended to reflect that E/W 2 will extend from Community Boulevard to Village Parkway. Maps FLU-2b: Vacant Lands w/Future Land Use Code, TRN-2: Future Number of Lanes, TRN-3a: Future Functional Class, TRN-11: Existing/Future Transportation (2035), TRN-12: SW Annexation Area Roadway Plan are also proposed to be amended to remove E/W 2. Maps FLU-2b and TRN-11 still show Road B/C, which extended from Paar Drive to Becker Road, between N/S B and Community Boulevard. This road segment is proposed to be deleted from the maps since it was also removed from the DRI with a previous amendment. The proposed changes are consistent with the Master Development Plans for the Riverland/Kennedy and Southern Groves DRIs.

STAFF RECOMMENDATION:

The Planning and Zoning Department recommends transmittal of the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity and the reviewing agencies for review and comment.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-055
Fee (Nonrefundable)$ 3,960.00
Receipt # 90503

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: _____

PROPERTY OWNER

Name: Riverland/Kennedy, LLP, Riverland/Kennedy II, LLC, Riverland/Kennedy III, LLC and
Address: Riverland Associates I,LLLP at 1600 Sawgrass Corporate Pkwy., Suite 400, Sunrise, FL 33323

Telephone No.: (954) 753-1730 Fax No.: (954) 575-5366

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Glenn Ryals
Address: 1600 Sawgrass Corporate Pkwy., Suite 400, Sunrise, FL 33323

Telephone No.: (954) 603-0366 Fax No.: (954) 575-5366

AGENT OF OWNER (if any)

Name: None
Address:

Telephone No.: _____ Fax No.: _____

PROPERTY INFORMATION

Boundary Description (attach map) See attached map
Property Tax I.D. Number
Current Land Use NCD District
Current Zoning Agriculture
Proposed Land Use NCD District
Acreage of Property 3.845

Reason for Comprehensive Plan Amendment:
Seeking to change 15 acres of Neighborhood Commercial to Residential land use, update various maps to reflect current approved roadways, and text changes to Objective 1.2.10 and 1.2.10.5.

See Attached Signature Page	Alan J. Fant	5/10/16
*Signature of Owner	Hand Print Name	Date

*If signature is not that of owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

SIGNATURE PAGE TO RIVERLAND/KENNEDY's

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, a Florida corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

RIVERLAND/KENNEDY III, LLC, a Florida limited liability company

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

RIVERLAND ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By Riverland I Corporation, a Florida corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
(954) 753-1730

May 11, 2016

Via: Email AnneC@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
Port St. Lucie Planning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Re: Riverland/Kennedy DRI – Authorized Owners' Representatives

Dear Ms. Cox,

This letter confirms that both Kevin Ratterree and Glenn Ryals are authorized representatives to act on behalf of the four land owners (Riverland/Kennedy, LLP, Riverland/Kennedy II, LLC, Riverland/Kennedy III, LLC and Riverland Associates I, LLLP) of the property that comprises the Riverland/Kennedy DRI. Mr. Ratterree and Mr. Ryals each have authority to sign all necessary documents to process development approvals that pertain to the Riverland/Kenney DRI including, but not limited to, the pending Comprehensive Plan Amendment, NOPC#3 and Parcel A MPUD. This letter of authorization shall remain in full force and effect unless or until you are provided written notice terminating such authority.

Sincerely,

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, a Florida corporation, its general partner

By:_____
Alan J. Fant, Vice President

RIVERLAND ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By Riverland I Corporation, a Florida corporation, its general partner

By:_____
Alan J. Fant, Vice President

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

By:_____
Alan J. Fant, Vice President

RIVERLAND/KENNEDY III, LLC, a Florida limited liability company

By:_____
Alan J. Fant, Vice President

cc: (via email)
Patti Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineering Department

Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
(954) 753-1730

May 10, 2016

Via: Email AnneC@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
Port St. Lucie Planning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Re: Riverland/Kennedy DRI – Comprehensive Plan Amendment

Dear Anne,

This letter is intended to clarify and supplement the prior information we submitted in regards to our pending Comprehensive Plan Amendment for the Riverland/Kennedy DRI.

First, subsequent to the submittal of our Comprehensive Plan Amendment, we realized the City renumbered some Figures in the Comprehensive Plan including the map in our proposed amendment which was previously designated as "Figure 18". Given the renumbering, our proposed Figure 18 map, should be designated as "Figure 1-5". Accordingly, enclosed is a new map identified as Proposed Figure 1-5. As you will see, the Proposed Figure 1-5 map reflects the revised residential and commercial acreages as requested in our Comprehensive Plan Amendment that was initially submitted on April 6, 2016.

Second, we want to call your attention that the fact that a change in designation from Neighborhood/Village Commercial Area ("Commercial") to Residential on the 15 acres in the NE corner of the DRI is consistent with Policy 1.2.2.1 which requires that the NCD District contain a minimum of three of the land use sub-districts as described in Policy 1.2.1.3. As you will see in Proposed Figure 1-5, we will still have 3 of the requisite uses outlined in Policy 1.2.1.3 (Residential, Mixed Use and Commercial) within the Riverland/Kennedy NCD district. Further, the deletion of the 15 acres of Commercial in the NE corner is consistent with Policy 1.2.2.3 because the Residential neighborhoods for the Riverland/Kennedy NCD district still remain within a 2-mile radius of shops, services, and other activities.

Third, in regards to Policy 1.2.10.5, our prior submittal requested the deletion of that section in its entirety; however, should the City prefer to maintain the reference to the development order, we are amenable to revising our request such that Policy 1.2.10.5 would be amended to read as follows:

> Policy 1.2.10.5: The Riverland/Kennedy NCD District shall provide transportation and other public facilities in the manner prescribed by the development order adopted pursuant to section 380.06, F.S.

We propose the deletion of the remaining language of Policy 1.2.10.5 as outlined in our initial submittal. As you know, the items in subsection a. through f. have either been completed or are addressed in Table 2-9, 2035 Cost Feasible Projects, Roadway Needs Assessment (2016-2035).

Upon your review of the foregoing, please contact me to discuss any remaining questions you may have.

With Kind Regards,

Glenn Ryals on behalf of:
Riverland/Kennedy LLP
Riverland/Kennedy II, LLC,
Riverland/Kennedy III, LLC and
Riverland Associates I, LLLP

Enclosure

cc: (w/enclosure via email)
Patti Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineering Department

Riverland/Kennedy LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
(954) 753-1730

April 26, 2016

Via: Hand-delivery and Email AnneC@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
Port St. Lucie Planning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Re: Riverland/Kennedy DRI – Comprehensive Plan Amendment

Dear Anne,

As you know, we submitted a Comprehensive Plan Amendment on April 6, 2014 in regards to the Riverland/Kennedy DRI and we are in the process of planning and approvals for our first community, which is being simply referred to as Parcel A of the Riverland/Kennedy DRI. The amendment is requested because we no longer desire or need the 15 acre Neighborhood Commercial land use in the NE corner of the DRI at Community Blvd. and Discovery Way.

A change in the designation from Commercial to Residential is consistent with the neighboring properties and does not result in any change in approved entitlements. In support of this request, we have attached an April 21, 2016 letter from Andrea Troutman, P.E. with Pinder Troutman Consulting, Inc. which confirms our request does not result in any increased traffic impacts and is not a substantial deviation for the DRI. Kindly review Ms. Troutman's letter and let us know if you have any questions.

As you will see, we have also attached a corrected Proposed Figure 18 because the prior April 6, 2016 submittal package included a "Proposed Figure 18" which does not reflect the changes to the acreage in the table at the bottom of Figure 18. Accordingly, attached hereto is a correct "Proposed Figure 18" which reflects the new totals for the Commercial (166.0) and Residential (3,095) acres. Such changes are also reflected in our prior submittal in Policy 1.2.10.2 of the City's Comprehensive Plan.

As previously explained in the April 6 submittal, the amendment also will revise the following maps to bring them in line with City Ordinance 12-13 approved by the City on January 26, 2015:

TRN-12: SW Annexation Area Roadway Plan dated 4/12/2012
TRN-11: Existing/Future Transportation (2035) dated 4/12/2012
TRN-3a: Future Functional Class dated 4/12/2012
TRN-2: Future Number of Lanes dated 4/12/2012
FLU-2b: Vacant Lands w/Future Land use Code dated 4/12/2012

We are also requesting that Table 2-8 "Roadway Needs Assessment" and Table 2-9 "2035 Cost Feasible Projects" of Goal 2.6 be revised as reflected in our April 6th submittal at pages 2-24 and 2-25 of the Transportation Element.

Further, we are requesting that the references to the Annexation Agreement for the Western Annexation Area be removed from Objective 1.2.10, and Policy 1.2.10.5. Removing the reference to the Annexation Agreement will improve the Comprehensive Plan by ensuring amendments to the Annexation Agreement do not inadvertently amend the Plan, and it will reduce the risk of internal conflict within the Plan, e.g., Figure 18, which does not depict the E/W#2 right of way, and other maps which continue to depict that right of way. Finally, deleting Policy 1.2.10.5 is warranted, as that policy has been made obsolete due to subsequent development approvals of the City for developers who are parties to the Annexation Agreement.

Finally, for your records, please note that the Comprehensive Plan Amendment has been submitted and requested on behalf of (a) Riverland/Kennedy LLP, (b) Riverland/Kennedy II, LLC, (c) Riverland/Kennedy III, LLC and (d) Riverland Associates I, LLLP which are the applicable owner entities for which I am acting as an authorized agent.

We look forward to your review, comments and approval of this requested Comprehensive Plan Amendment, as we are anxious to keep on track with our plans to open on schedule.

With Kind Regards,

Glenn Ryals

Attachments

cc: (w/attachments via hand-delivery)
Patti Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineering Department

Riverland/Kennedy LLP
1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, Florida 33323

RECEIVED
APR 06 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

P16-055

April 6, 2016

Anne Cox
Port St. Lucie Planning Department
121 Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Riverland/Kennedy DRI – Comprehensive Plan Amendment

Dear Anne,

Enclosed please find the documents pertinent to the Comprehensive Plan changes that we are submitting to the City for approval in regards to the Riverland/Kennedy DRI. As you will see, we are requesting an adjustment to the land use from Neighborhood Commercial to Residential in the NE Corner of the DRI at Community Blvd and Discovery Way as reflected in Figure 18. Additionally, we are requesting some text changes to the Future Land Use Element and the Transportation Element of the Comprehensive Plan. Finally, we are requesting revisions to maps TRN-2, FLU-2b, TRN-3a, TRN-11, and TRN-12.

We look forward to your review and approval of our requested Comprehensive Plan Amendment, as we are anxious to keep on track with our plans to open our Riverland project on schedule.

With Kind Regards,

Glenn Ryals

Enclosures

cc: (Via hand-delivery with enclosures)
Patty Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineer Dept.

PTC

Transportation Consultants

2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700
(561) 296-9698 Fax (561) 684-6336
Certificate of Authorization Number: 7989

April 21, 2016

Riverland Associates I, LLLP
Attn: Mr. Glenn Ryals
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323

Re: Riverland/Kennedy DRI - #PTC16-041
Comprehensive Plan Amendment
NOPC #3

Dear Mr. Ryals:

The purpose of this letter is to provide a traffic statement related to the Comprehensive Plan Amendment and NOPC #3 for the above referenced project. It is proposed to convert 15 acres of Commercial land use into Residential land use. The 15 acres are located in the southwest quadrant of the intersection of Discovery Way and Community Boulevard.

The proposed conversion will not result in any change to the approved entitlements for the Riverland/Kennedy DRI. With no change to the entitlements, there will be no increase in traffic impacts. Therefore, the proposed change is not a substantial deviation for the DRI and is consistent with the Transportation Element of the City of Port St. Lucie's Comprehensive Plan.

If you have any questions, do not hesitate to contact this office.

Sincerely,

ANDREA M. TROUTMAN
LICENSE
No. 45409
STATE OF FLORIDA
PROFESSIONAL ENGINEER

4/21/16

Andrea M. Troutman, P.E.
Florida Registration # 45409

COUNCIL ITEM 8B
DATE 8/22/16

COUNCIL ITEM 10A
DATE 6/27/16

ORDINANCE 16-29

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A LARGE SCALE AMENDMENT CONSISTING OF TEXT AMENDMENTS TO THE FUTURE LAND USE AND TRANSPORTATION ELEMENTS AND AMENDMENTS TO THE MAP SERIES AS REQUESTED BY GLENN RYALS OF RIVERLAND/KENNEDY, LLP (P16-055); PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTIONS OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50 and Ordinance 12-19, as subsequently amended; and

WHEREAS, the City of Port St. Lucie has received an application from Riverland/Kennedy , LLP for a large scale amendment consisting of text amendments to the Future Land Use and Transportation Elements and amendments to the map series of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3184, Florida Statutes; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-055) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, having considered the recommendations of the Planning and Zoning Board, the Port St. Lucie City Council has prepared this amendment to the City's Comprehensive Plan as a Large Scale Amendment in accordance with Section 163.3184,

Florida Statutes, and the proposed amendment has been reviewed by the Department of Economic Opportunity and the state agencies; and

WHEREAS, the City Council held two public hearings on , 2016 and , 2016 to consider the proposed large scale amendment, advertising of the public hearings having been made, and;

WHEREAS, the Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-055) to the City's Comprehensive Plan.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

The text of the Future Land Use and Transportation Elements and map series are hereby amended as shown on the attached Exhibits "A-1" through "A-10".

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the state land planning agency notifies the City that the plan amendment package is complete, pursuant to Section 163.3184(3) (c)(4), Florida Statutes. If timely challenged,

this amendment does not become effective until the state land planning agency or the Administration Commission enters a final order determining the adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which shall be sent to the state land planning agency.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this day of , 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

Figure 1-5

Exhibit A–1

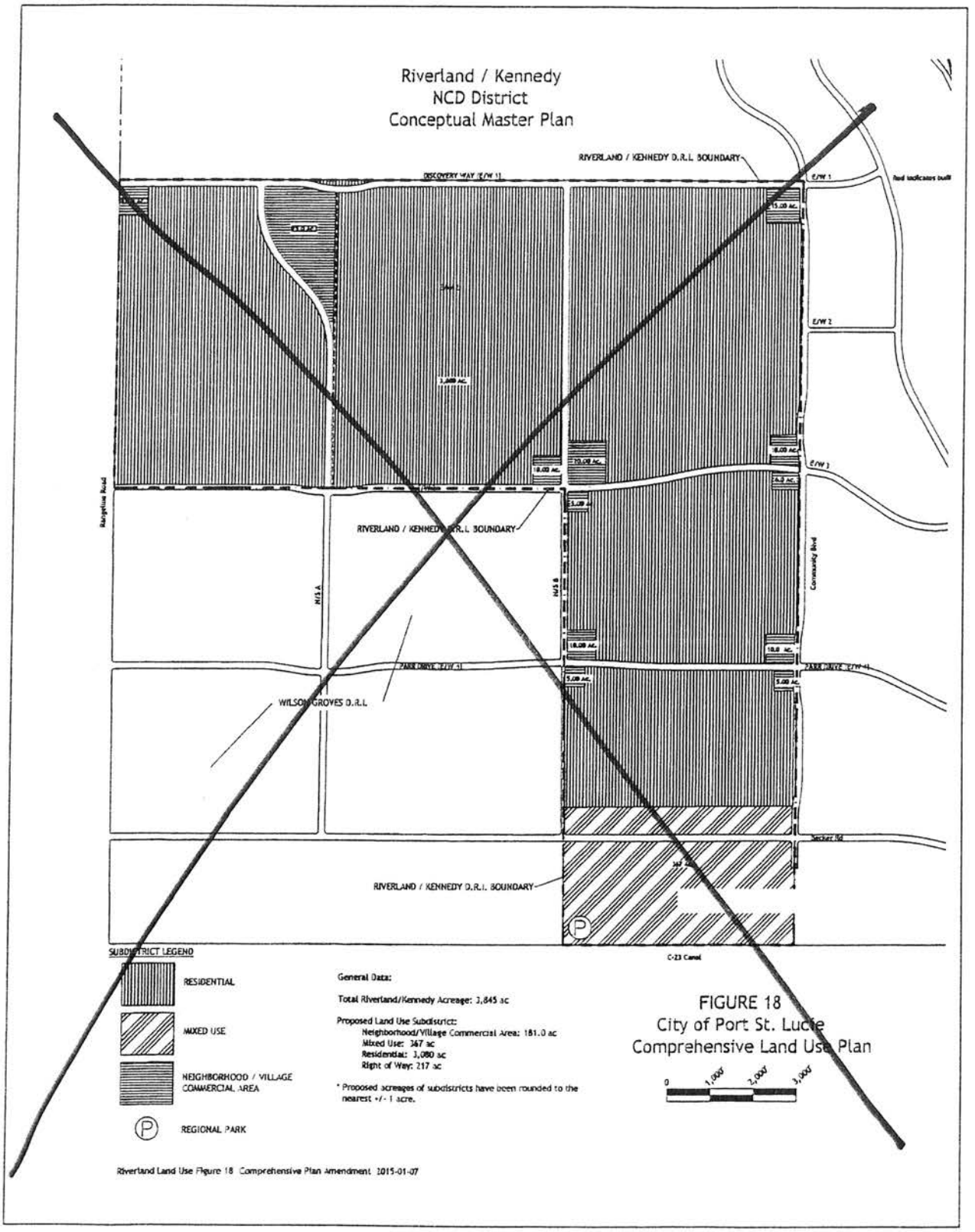
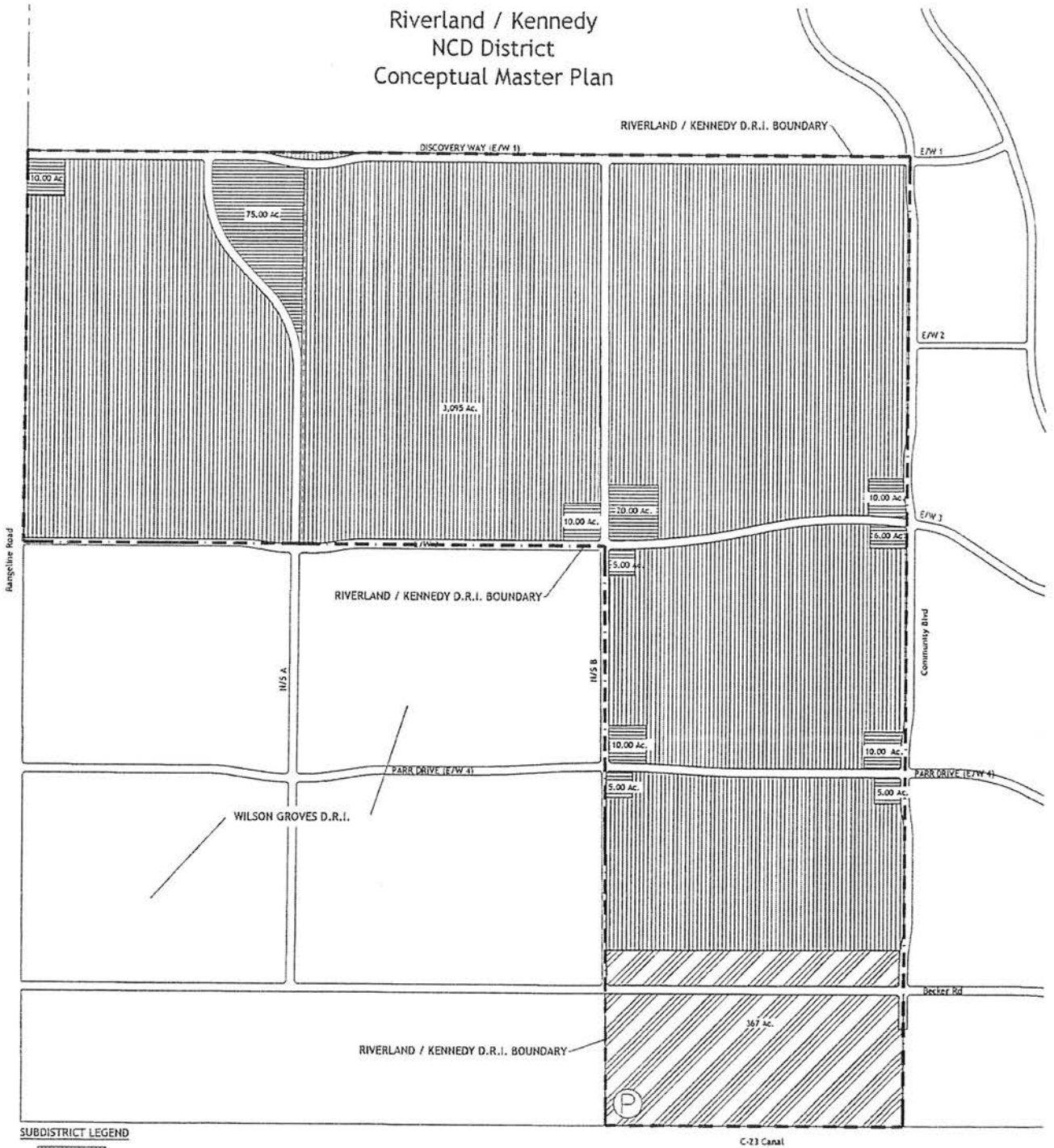


Exhibit A–2



SUBDISTRICT LEGEND

RESIDENTIAL

MIXED USE

NEIGHBORHOOD / VILLAGE COMMERCIAL AREA

REGIONAL PARK

General Data:

Total Riverland/Kennedy Acreage: 3,845 ac

Proposed Land Use Subdistrict:
Neighborhood/Village Commercial Area: 166.0 ac
Mixed Use: 367 ac
Residential: 3,095 ac
Right of Way: 217 ac

* Proposed acreages of subdistricts have been rounded to the nearest +/- 1 acre.

FIGURE 1-5
City of Port St. Lucie
Comprehensive Land Use Plan

0 1,000' 2,000' 3,000'

(Proposed)

Riverland Land Use Figure 1-5 Comprehensive Plan Amendment 2016-05-03

Objective 1.2.10: The Riverland/Kennedy NCD District is hereby established and shall be developed consistent with the development order adopted by the City pursuant to section 380.06, F.S.~~, and with the Annexation Agreement, dated July 19, 2004, as amended.~~

Policy 1.2.10.1: The density and intensity of the Riverland/Kennedy NCD District shall be limited to 11,700 residential units and a maximum 3,942,495 GSF of retail, research and office, light industrial and institutional and civic, plus amenities and ancillary uses.

Policy 1.2.10.2: The allocation of land uses within the Riverland/Kennedy NCD shall be as shown in Figure 18 providing for ~~181~~ 166 acres of Neighborhood/Village Commercial Areas, 367 acres of Mixed-Use, and ~~3,080~~ 3,095 acres of Residential.

Policy 1.2.10.3: Within the Riverland/Kennedy NCD, 50 acres will be dedicated toward a 100-acre regional park and an additional 91 acres of neighborhood and community parks will be provided.

Policy 1.2.10.4: The Riverland/Kennedy NCD District shall provide a mix of land uses within close proximity to work and home; establish a hierarchy of interconnected streets and pedestrian/bike paths within and between uses that promote internal trip capture; and incorporate transit-oriented design features. In conjunction with development of the Riverland/Kennedy NCD District, land may be reserved for schools, fire stations, utilities, civic sites, private institutional sites for religious institutions, clubs, private schools, adult congregate living facilities and other uses that may be identified throughout the development process.

Policy 1.2.10.5: The Riverland/Kennedy NCD District shall provide ~~the following~~ transportation and other public facilities, in the manner prescribed by the development order adopted pursuant to section 380.06, F.S.~~, and the Annexation Agreement dated July 19, 2004, as amended:~~

~~a. Convey right-of-way to the City for Becker Road within the portion of the property (completed);~~

~~b. Pay for the construction of a two-lane roadway section on Becker Road through the property;~~

~~c. Fund the design, construction, property acquisition for stormwater drainage (but no other property acquisition) and all associated expenses of a four-lane divided roadway section within a 100' right-of-way for Becker Road east of I-95 to the Florida Turnpike (total funding not to exceed $12,500,000.00) (completed);~~

~~d. Convey right-of-way to the City consistent with Transportation Series Map 2, 2035 Needs Assessment Map of the Transportation Element, including all intersection connections to Range Line Road (completed);~~

~~e. No later than July 19, 2007, contribute $10,000,000.00 toward the of development of an interchange on I-95 subject to a future determination of need by the City (completed per amended Annexation agreement dated November 16, 2009);~~

~~f. Construct all intersection connections to Range Line Road within the property.~~

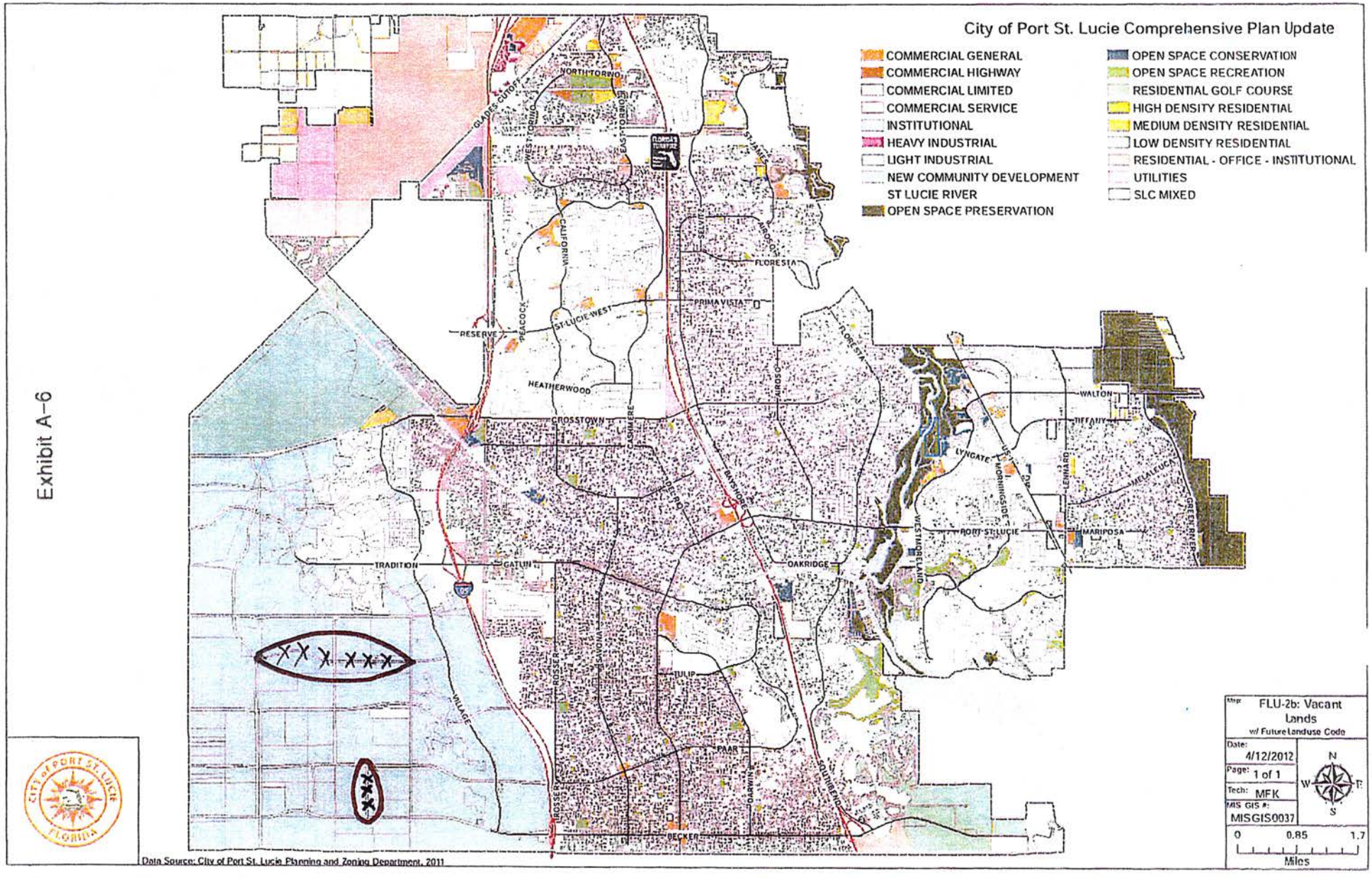
Table 2-8
Roadway Needs Assessment

Facility	From	To	Project	2035 Total Lanes
Arterial A	Glades Cut-Off Rd	Midway Rd	New 4 Lane	4
Bayshore Blvd	Port St. Lucie Blvd	Oakridge Blvd	New 4 Lane	4
Bayshore Blvd	St. Lucie West Blvd	Selvitz Road	New 4 Lane	4
Becker Rd (West)	Range Line Rd	Becker Rd	New 4 Lane	4
Becker Road (East)	Via Tesoro	Gilson Road	New 4 Lane	4
Becker Road (West)	Range Line Road	N/S B	New 4 Lane	4
Becker Road (West)	N/S B	I-95 Interchange	New 6 Lane	6
California Blvd	St. Lucie West Blvd	Peacock Blvd	Add 2 Lanes	4
California Blvd	Del Rio Blvd	St. Lucie West Blvd	Add 2 Lanes	4
California Blvd	Savona Blvd	Del Rio Blvd	Add 2 Lanes	4
Cashmere Boulevard	Crosstown Parkway	St. Lucie West Blvd	New 4 Lane	4
Community Blvd (West)	Parr Dr (West)	Community Blvd	New 4 Lane	4
Community Boulevard	E/W 1	Becker Rd	New 4 Lane	4
Crosstown Pkwy	Manth Ln	US 1	New 6 Lane	6
Crosstown Pkwy (West)	Range Line Rd	Exist Crosstown Pkwy	New 4 Lane	4
Darwin Boulevard	Becker Road	Port St. Lucie Blvd	New 4 Lane	4
E/W 1	Rangeline Road	N/S B	New 2 Lane	2
E/W 1	N/S B	Community Blvd.	New 4 Lane	4
E/W 1 (Discovery Way)	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 2	~~N/S A~~ Community Blvd.	Village Pkwy	New 4 Lane	4
E/W 3	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 3	Village Pkwy	Rosser Blvd	New 4 Lane	4
E/W 3	Range Line Rd	N/S A	New 2 Lane	2
E/W 3	Village Pkwy	S.W. Open View Drive	New 6 Lane	6
E/W 3	N/S A	Village Pkwy	New 4 Lane	4
E/W 5	McCarty Rd	Glades Cut-Off Rd	New 4 Lane	4

Table 2-9
2035 Cost Feasible Projects
Roadway Needs Assessment (2016-2035)

Facility	From	To	Project	2035 Total Lanes
Port St. Lucie Blvd(2)	FL Turnpike	Floresta Dr	Add 2 Lanes	8
Becker Rd	Range Line Rd	Becker Rd	New 4 Lane	4
Crosstown Pkwy	Range Line Rd	Existing Crosstown	New 4 Lane	4
E/W 1 (Discovery Way)	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 2	~~N/S A~~ Community Blvd	Village Pkwy	New 4 Lane	4
E/W 3	Range Line Rd	Village Pkwy	New 4 Lane	4
E/W 3(2)	Village Pkwy	Rosser Blvd	New 4 Lane	4
N/S A	Becker Rd	Crosstown Pkwy	New 4 Lane	4
N/S B	Becker Rd	E/W 1	New 4 Lane	4
Paar Dr	Range Line Rd	Village Pkwy	New 4 Lane	4
Paar Dr(2)	Village Pkwy	Rosser Blvd	New 4 Lane	4

Exhibit A-6


City of Port St. Lucie Comprehensive Plan Update
COMMERCIAL GENERAL
COMMERCIAL HIGHWAY
COMMERCIAL LIMITED
COMMERCIAL SERVICE
INSTITUTIONAL
HEAVY INDUSTRIAL
LIGHT INDUSTRIAL
NEW COMMUNITY DEVELOPMENT
ST LUCIE RIVER
OPEN SPACE PRESERVATION
OPEN SPACE CONSERVATION
OPEN SPACE RECREATION
RESIDENTIAL GOLF COURSE
HIGH DENSITY RESIDENTIAL
MEDIUM DENSITY RESIDENTIAL
LOW DENSITY RESIDENTIAL
RESIDENTIAL - OFFICE - INSTITUTIONAL
UTILITIES
SLC MIXED
NORTH TORINO
GLADES CUTOFF
WEST TORINO
EAST TORINO
ST JAMES
CALIFORNIA
SELVITZ
AIROSO
FLORESTA
PRIMA VISTA
ST LUCIE WEST
PEACOCK
RESERVE
HEATHERWOOD
CROSSTOWN
CASHMERE
DEERO
BAYSHORE
WALTON
TIFFANY
LYNGATE
MORNINGSIDE
LENNARD
MELALEUCA
GREEN RIVER
PORT ST LUCIE
MARIPOSA
WESTMORELAND
OAKRIDGE
TRADITION
GATLIN
VILLAGE
ROSSER
SAVONA
TULIP
PAAR
DARWIN
SOUTHBEND
BECKER
Map: FLU-2b: Vacant Lands w/ Future Landuse Code
Date: 4/12/2012
Page: 1 of 1
Tech: MFK
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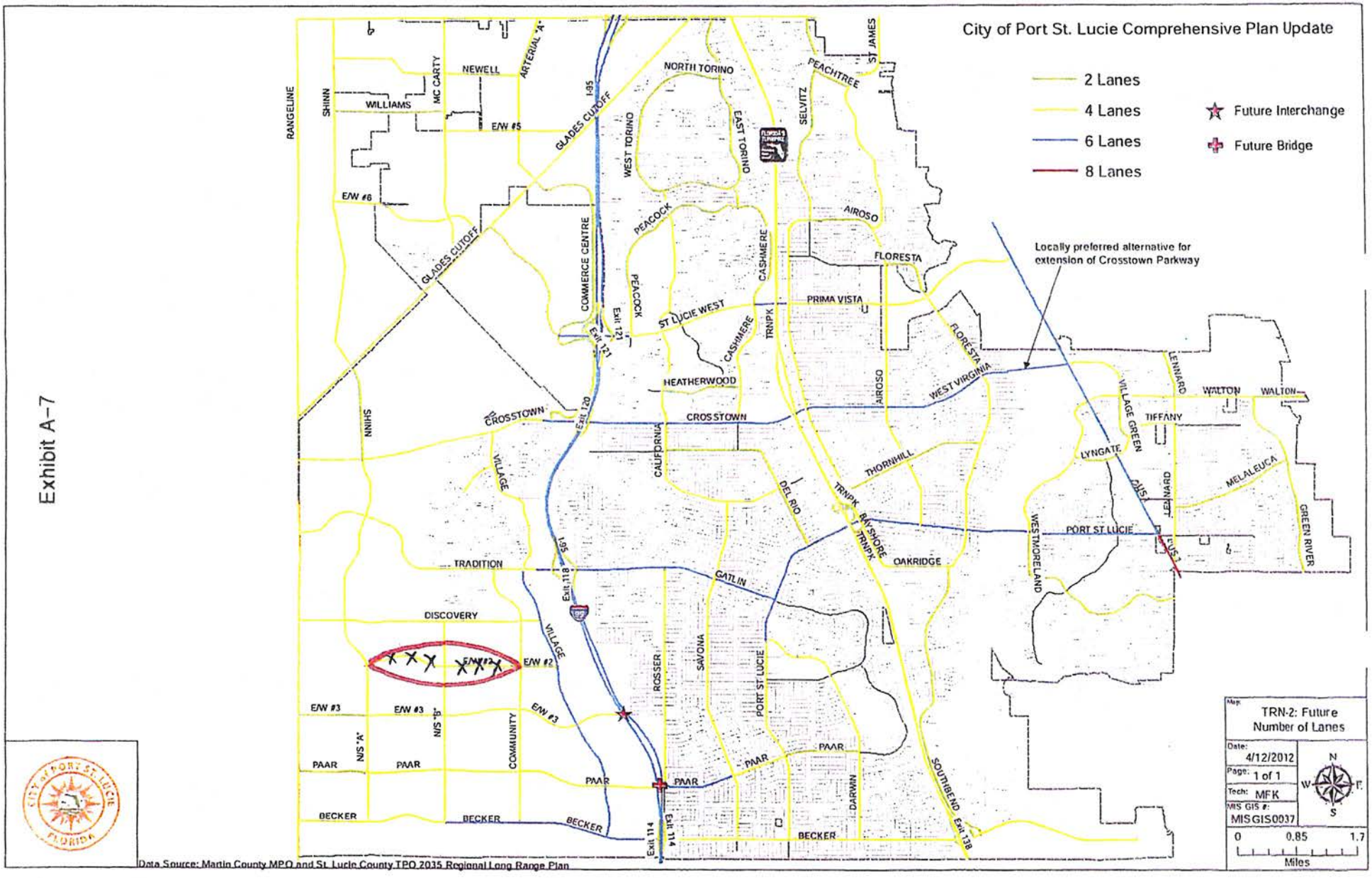
Data Source: City of Port St. Lucie Planning and Zoning Department, 2011

Exhibit A–7


City of Port St. Lucie Comprehensive Plan Update
2 Lanes
4 Lanes
6 Lanes
8 Lanes
Future Interchange
Future Bridge
Locally preferred alternative for extension of Crosstown Parkway
RANGELINE
SHINN
WILLIAMS
MC CARTY
NEWELL
ARTERIAL "A"
E/W #5
E/W #6
GLADES CUTOFF
I-95
NORTH TORINO
WEST TORINO
EAST TORINO
SELVITZ
PEACHTREE
ST JAMES
AIROSO
FLORESTA
PEACOCK
COMMERCE CENTRE
CASHMERE
PRIMA VISTA
ST LUCIE WEST
TRNPK
Exit 121
HEATHERWOOD
CROSSTOWN
Exit 120
CALIFORNIA
WEST VIRGINIA
LENNARD
WALTON
VILLAGE GREEN
TIFFANY
LYNGATE
MELALEUCA
GREEN RIVER
THORNHILL
DEL RIO
BAYSHORE
WESTMORELAND
PORT ST LUCIE
OAKRIDGE
TRADITION
GATLIN
Exit 118
DISCOVERY
VILLAGE
E/W #2
E/W #3
N/S "A"
N/S "B"
COMMUNITY
ROSSER
SAVONA
PAAR
BECKER
DARWIN
SOUTHBEND
Exit 114
Exit 138
Map: TRN-2: Future Number of Lanes
Date: 4/12/2012
Page: 1 of 1
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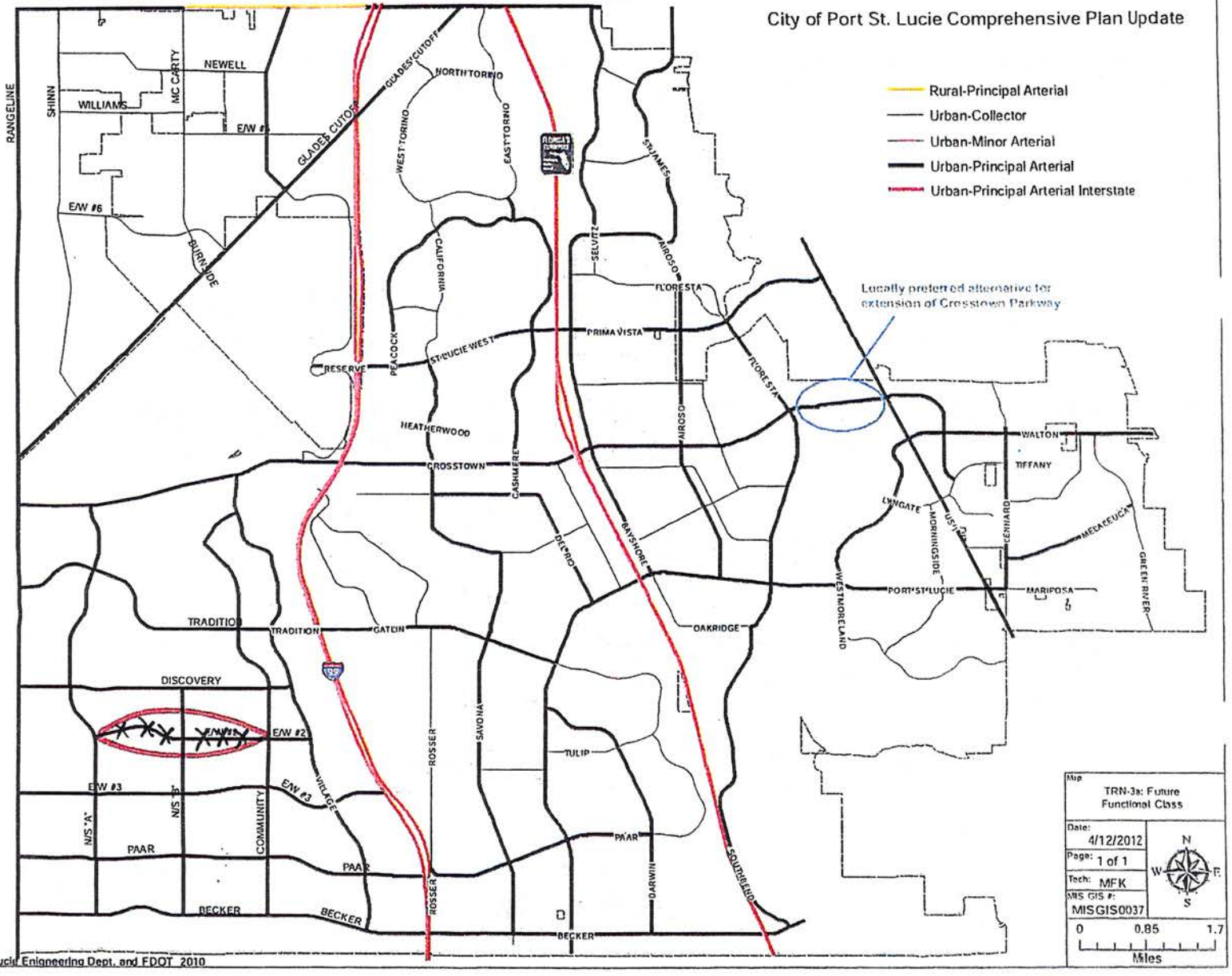
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Plan

Exhibit A-8


City of Port St. Lucie Comprehensive Plan Update
Rural-Principal Arterial
Urban-Collector
Urban-Minor Arterial
Urban-Principal Arterial
Urban-Principal Arterial Interstate
Locally preferred alternative for extension of Crosstown Parkway
RANGELINE
SHINN
WILLIAMS
MC CARTY
NEWELL
E/W #
E/W #6
BURNSIDE
GLADES CUTOFF
NORTH TORINO
WEST TORINO
EAST TORINO
CALIFORNIA
PEACOCK
RESERVE
ST. LUCIE WEST
PRIMA VISTA
FLORESTA
SELVITZ
MIROSO
ST. JAMES
HEATHERWOOD
CROSSTOWN
CASHMERE
DEPRO
BAYSHORE
WALTON
TIFFANY
LYNGATE
MORNINGSIDE
US 1
LENNARD
MELALEUCA
GREEN RIVER
WESTMORELAND
PORT ST. LUCIE
MARIPOSA
OAKRIDGE
TRADITION
GATLIN
DISCOVERY
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E/W #3
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N/S "B"
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VILLAGE
ROSSER
SAVONA
TULIP
PAAR
DARWIN
SOUTHBERG
BECKER
Map
TRN-3a: Future Functional Class
Date: 4/12/2012
Page: 1 of 1
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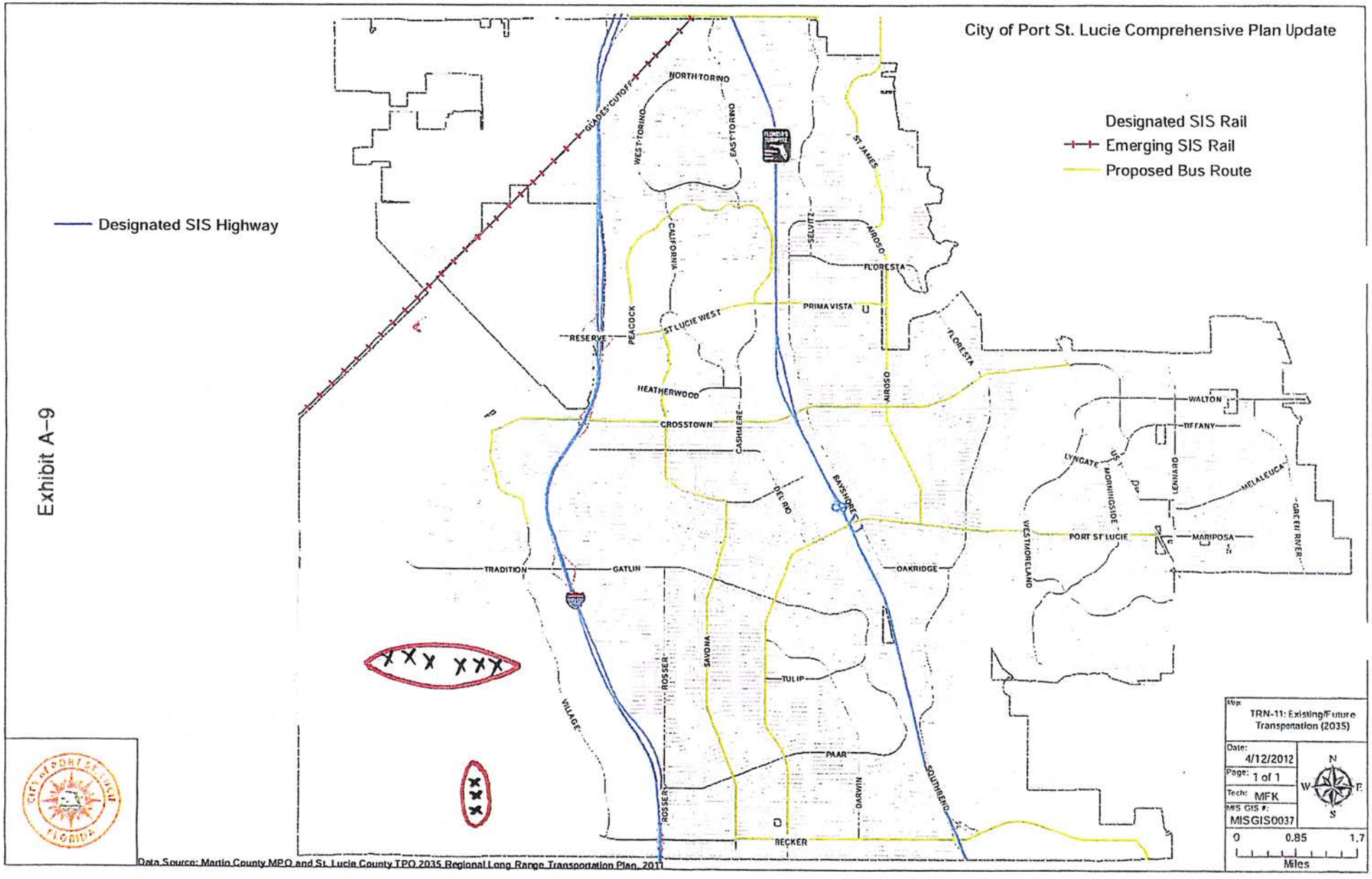
Miles
Data Source: City of Port St. Lucie Engineering Dept. and FDOT 2010

Exhibit A-9


City of Port St. Lucie Comprehensive Plan Update
Designated SIS Rail
Emerging SIS Rail
Proposed Bus Route
Designated SIS Highway
GLADES CUTOFF
NORTH TORINO
WEST TORINO
EAST TORINO
ST JAMES
SELVITZ
AIROSO
FLORESTA
CALIFORNIA
PRIMA VISTA
ST LUCIE WEST
RESERVE
PEACOCK
HEATHERWOOD
CROSSTOWN
CASHMERE
OSCIN
WALTON
TIFFANY
LYNGATE
MORNINGSIDE
LENNARD
MELALEUCA
GREEN RIVER
DEL RIO
BAYSHORE
WESTMORELAND
PORT ST LUCIE
MARIPOSA
TRADITION
GATLIN
OAKRIDGE
SAVONA
ROSSER
TULIP
VILLAGE
PAAR
DARWIN
SOUTHBERD
BECKER
Map: TRN-11: Existing/Future Transportation (2035)
Date: 4/12/2012
Page: 1 of 1
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MIS GIS #: MISGIS0037
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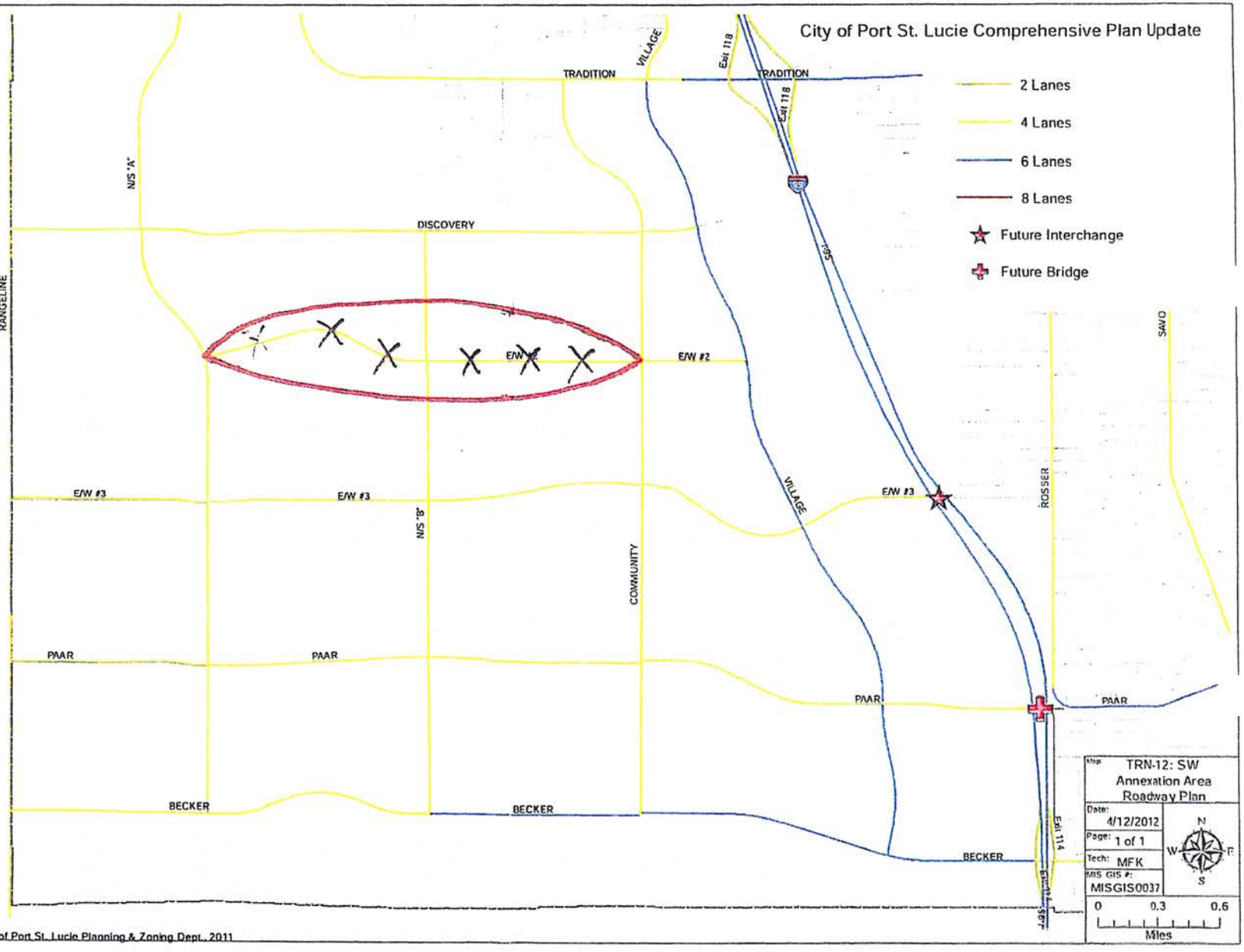
Data Source: Martin County MPO and St. Lucie County TPO 2035 Regional Long Range Transportation Plan, 2011

Exhibit A-10



Data Source: City of Port St. Lucie Planning & Zoning Dept., 2011

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING BOARD - MEETING OF JUNE 7, 2016**

FROM: **ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING** AC

RE: **RIVERLAND/KENNEDY, LLP**
COMPREHENSIVE PLAN AMENDMENT APPLICATION-
LARGE SCALE
PROJECT NO. P16-055

DATE: **MAY 28, 2016**

Background

The City has been requested by Glenn Ryals of Riverland/Kennedy, LLP, to amend the text of the Future Land Use Element, the Transportation Element, and several maps of the City's Comprehensive Plan. The proposed amendments are shown on Exhibits "A-1" through "A-10" of the attached ordinance. Changes are proposed to the following:

- Figure 1-5, Riverland/Kennedy NCD District Conceptual Master Plan
- Objective 1.2.10
- Policies 1.2.10.2 and 1.2.10.5.
- Table 2-8, Roadway Needs Assessment
- Table 2-9, 2035 Cost Feasible Projects Roadway Needs Assessment (2016-2035)
- Map FLU-2b: Vacant Lands w/Future Land Use Code
- Map TRN-2: Future Number of Lanes
- Map TRN-3a: Future Functional Class
- Map TRN-11: Existing/Future Transportation (2035)
- Map TRN-12: SW Annexation Area Roadway Plan.

Summary and Analysis

Figure 1-5 is required by Policy 1.2.1.3 of the Comprehensive Plan to illustrate how the land use sub-categories (Residential, Neighborhood/Village Commercial, and Mixed Use) are allocated, where they are located, and how they would function in relation to each other in the Riverland/Kennedy development. The existing map is proposed to be

amended to change the 15 acre Neighborhood/Village Commercial area located at the southeast corner of Discovery Way (E/W 1) and Community Boulevard to Residential. Policy 1.2.10.2, which establishes the amount of development permitted within the Riverland/Kennedy NCD, is proposed to be amended to reduce the acreage of Neighborhood/Village Commercial from 181 to 166 and increase the acreage of Residential from 3,080 to 3,095. These changes are consistent with Policy 1.2.2.1 of the Comprehensive Plan in that the Riverland/Kennedy NCD District will still contain a minimum of three land uses and Policy 1.2.2.3(b) in that the neighborhoods will be within a 2-mile radius of shops, services or other activities. The changes are also consistent with the Riverland/Kennedy DRI NOPC application (P16-056).

Objective 1.2.10 and Policy 1.2.10.5 are proposed to be amended to delete the reference to the Annexation Agreement, dated July 19, 2004, as amended. Removing the reference to the Annexation Agreement will reduce the possibility of internal inconsistencies within the Comprehensive Plan as the Annexation Agreement may be amended over time. Subsections a through f of Policy 1.2.10.5, addressing transportation improvements, are proposed to be deleted as they have either been completed or are addressed in Table 2-9, 2035 Cost feasible Projects Roadway Needs Assessment (2016-2035).

The segment of the proposed E/W 2 roadway, from N/S A to Community Boulevard, was previously removed from the Riverland/Kennedy DRI Master Development Plan. Tables 2-8 and 2-9 of the Transportation Element are proposed to be amended to reflect that E/W 2 will extend from Community Boulevard to Village Parkway. Maps FLU-2b: Vacant Lands w/Future Land Use Code, TRN-2: Future Number of Lanes, TRN-3a: Future Functional Class, TRN-11: Existing/Future Transportation (2035), TRN-12: SW Annexation Area Roadway Plan are also proposed to be amended to remove E/W 2. Maps FLU-2b and TRN-11 still show Road B/C, which extended from Paar Drive to Becker Road, between N/S B and Community Boulevard. This road segment is proposed to be deleted from the maps since it was also removed from the DRI with a previous amendment. The proposed changes are consistent with the Master Development Plans for the Riverland/Kennedy and Southern Groves DRIs.

STAFF RECOMMENDATION:

The Planning and Zoning Department recommends transmittal of the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity and the reviewing agencies for review and comment.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-055
Fee (Nonrefundable)$ 3,960.00
Receipt # 90503

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: _____

PROPERTY OWNER

Name: Riverland/Kennedy, LLP, Riverland/Kennedy II, LLC, Riverland/Kennedy III, LLC and
Address: Riverland Associates I,LLLP at 1600 Sawgrass Corporate Pkwy., Suite 400, Sunrise, FL 33323

Telephone No.: (954) 753-1730 Fax No.: (954) 575-5366

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Glenn Ryals
Address: 1600 Sawgrass Corporate Pkwy., Suite 400, Sunrise, FL 33323

Telephone No.: (954) 603-0366 Fax No.: (954) 575-5366

AGENT OF OWNER (if any)

Name: None
Address:

Telephone No.: _____ Fax No.: _____

PROPERTY INFORMATION

Boundary Description (attach map) See attached map
Property Tax I.D. Number
Current Land Use NCD District Proposed Land Use NCD District
Current Zoning Agriculture Acreage of Property 3,845

Reason for Comprehensive Plan Amendment:
Seeking to change 15 acres of Neighborhood Commercial to Residential land use, update various maps to reflect current approved roadways, and text changes to Objective 1.2.10 and 1.2.10.5.

See Attached Signature Page	Alan J. Fant	5/10/16
*Signature of Owner	Hand Print Name	Date

*If signature is not that of owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

SIGNATURE PAGE TO RIVERLAND/KENNEDY's
APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, a Florida corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

RIVERLAND/KENNEDY III, LLC, a Florida limited liability company

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

RIVERLAND ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By Riverland I Corporation, a Florida corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President

Date: 5/10/2016

Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
(954) 753-1730

May 11, 2016

Via: Email AnneC@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
Port St. Lucie Planning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Re: Riverland/Kennedy DRI – Authorized Owners' Representatives

Dear Ms. Cox,

This letter confirms that both Kevin Ratterree and Glenn Ryals are authorized representatives to act on behalf of the four land owners (Riverland/Kennedy, LLP, Riverland/Kennedy II, LLC, Riverland/Kennedy III, LLC and Riverland Associates I, LLLP) of the property that comprises the Riverland/Kennedy DRI. Mr. Ratterree and Mr. Ryals each have authority to sign all necessary documents to process development approvals that pertain to the Riverland/Kenney DRI including, but not limited to, the pending Comprehensive Plan Amendment, NOPC#3 and Parcel A MPUD. This letter of authorization shall remain in full force and effect unless or until you are provided written notice terminating such authority.

Sincerely,

RIVERLAND/KENNEDY, LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, a Florida corporation, its general partner

By:_____
Alan J. Fant, Vice President

RIVERLAND ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By Riverland I Corporation, a Florida corporation, its general partner

By:_____
Alan J. Fant, Vice President

RIVERLAND/KENNEDY II, LLC, a Florida limited liability company

By:_____
Alan J. Fant, Vice President

RIVERLAND/KENNEDY III, LLC, a Florida limited liability company

By:_____
Alan J. Fant, Vice President

cc: (via email)
Patti Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineering Department

Riverland/Kennedy, LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
(954) 753-1730

May 10, 2016

Via: Email AnneC@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
Port St. Lucie Planning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Re: Riverland/Kennedy DRI – Comprehensive Plan Amendment

Dear Anne,

This letter is intended to clarify and supplement the prior information we submitted in regards to our pending Comprehensive Plan Amendment for the Riverland/Kennedy DRI.

First, subsequent to the submittal of our Comprehensive Plan Amendment, we realized the City renumbered some Figures in the Comprehensive Plan including the map in our proposed amendment which was previously designated as "Figure 18". Given the renumbering, our proposed Figure 18 map, should be designated as "Figure 1-5". Accordingly, enclosed is a new map identified as Proposed Figure 1-5. As you will see, the Proposed Figure 1-5 map reflects the revised residential and commercial acreages as requested in our Comprehensive Plan Amendment that was initially submitted on April 6, 2016.

Second, we want to call your attention that the fact that a change in designation from Neighborhood/Village Commercial Area ("Commercial") to Residential on the 15 acres in the NE corner of the DRI is consistent with Policy 1.2.2.1 which requires that the NCD District contain a minimum of three of the land use sub-districts as described in Policy 1.2.1.3. As you will see in Proposed Figure 1-5, we will still have 3 of the requisite uses outlined in Policy 1.2.1.3 (Residential, Mixed Use and Commercial) within the Riverland/Kennedy NCD district. Further, the deletion of the 15 acres of Commercial in the NE corner is consistent with Policy 1.2.2.3 because the Residential neighborhoods for the Riverland/Kennedy NCD district still remain within a 2-mile radius of shops, services, and other activities.

Third, in regards to Policy 1.2.10.5, our prior submittal requested the deletion of that section in its entirety; however, should the City prefer to maintain the reference to the development order, we are amenable to revising our request such that Policy 1.2.10.5 would be amended to read as follows:

> Policy 1.2.10.5: The Riverland/Kennedy NCD District shall provide transportation and other public facilities in the manner prescribed by the development order adopted pursuant to section 380.06, F.S.

We propose the deletion of the remaining language of Policy 1.2.10.5 as outlined in our initial submittal. As you know, the items in subsection a. through f. have either been completed or are addressed in Table 2-9, 2035 Cost Feasible Projects, Roadway Needs Assessment (2016-2035).

Upon your review of the foregoing, please contact me to discuss any remaining questions you may have.

With Kind Regards,

Glenn Ryals on behalf of:
Riverland/Kennedy LLP
Riverland/Kennedy II, LLC,
Riverland/Kennedy III, LLC and
Riverland Associates I, LLLP

Enclosure

cc: (w/enclosure via email)
Patti Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineering Department

Riverland/Kennedy LLP
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, Florida 33323
(954) 753-1730

April 26, 2016

Via: Hand-delivery and Email AnneC@cityofpsl.com

Anne Cox, Assistant Director of Planning and Zoning
Port St. Lucie Planning Department
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

Re: Riverland/Kennedy DRI – Comprehensive Plan Amendment

Dear Anne,

As you know, we submitted a Comprehensive Plan Amendment on April 6, 2014 in regards to the Riverland/Kennedy DRI and we are in the process of planning and approvals for our first community, which is being simply referred to as Parcel A of the Riverland/Kennedy DRI. The amendment is requested because we no longer desire or need the 15 acre Neighborhood Commercial land use in the NE corner of the DRI at Community Blvd. and Discovery Way.

A change in the designation from Commercial to Residential is consistent with the neighboring properties and does not result in any change in approved entitlements. In support of this request, we have attached an April 21, 2016 letter from Andrea Troutman, P.E. with Pinder Troutman Consulting, Inc. which confirms our request does not result in any increased traffic impacts and is not a substantial deviation for the DRI. Kindly review Ms. Troutman's letter and let us know if you have any questions.

As you will see, we have also attached a corrected Proposed Figure 18 because the prior April 6, 2016 submittal package included a "Proposed Figure 18" which does not reflect the changes to the acreage in the table at the bottom of Figure 18. Accordingly, attached hereto is a correct "Proposed Figure 18" which reflects the new totals for the Commercial (166.0) and Residential (3,095) acres. Such changes are also reflected in our prior submittal in Policy 1.2.10.2 of the City's Comprehensive Plan.

As previously explained in the April 6 submittal, the amendment also will revise the following maps to bring them in line with City Ordinance 12-13 approved by the City on January 26, 2015:

TRN-12: SW Annexation Area Roadway Plan dated 4/12/2012
TRN-11: Existing/Future Transportation (2035) dated 4/12/2012
TRN-3a: Future Functional Class dated 4/12/2012
TRN-2: Future Number of Lanes dated 4/12/2012
FLU-2b: Vacant Lands w/Future Land use Code dated 4/12/2012

We are also requesting that Table 2-8 "Roadway Needs Assessment" and Table 2-9 "2035 Cost Feasible Projects" of Goal 2.6 be revised as reflected in our April 6th submittal at pages 2-24 and 2-25 of the Transportation Element.

Further, we are requesting that the references to the Annexation Agreement for the Western Annexation Area be removed from Objective 1.2.10, and Policy 1.2.10.5. Removing the reference to the Annexation Agreement will improve the Comprehensive Plan by ensuring amendments to the Annexation Agreement do not inadvertently amend the Plan, and it will reduce the risk of internal conflict within the Plan, e.g., Figure 18, which does not depict the E/W#2 right of way, and other maps which continue to depict that right of way. Finally, deleting Policy 1.2.10.5 is warranted, as that policy has been made obsolete due to subsequent development approvals of the City for developers who are parties to the Annexation Agreement.

Finally, for your records, please note that the Comprehensive Plan Amendment has been submitted and requested on behalf of (a) Riverland/Kennedy LLP, (b) Riverland/Kennedy II, LLC, (c) Riverland/Kennedy III, LLC and (d) Riverland Associates I, LLLP which are the applicable owner entities for which I am acting as an authorized agent.

We look forward to your review, comments and approval of this requested Comprehensive Plan Amendment, as we are anxious to keep on track with our plans to open on schedule.

With Kind Regards,

Glenn Ryals

Attachments

cc: (w/attachments via hand-delivery)
Patti Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineering Department

RECEIVED
APR 06 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Riverland/Kennedy LLP
1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, Florida 33323

P16-055

April 6, 2016

Anne Cox
Port St. Lucie Planning Department
121 Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Riverland/Kennedy DRI – Comprehensive Plan Amendment

Dear Anne,

Enclosed please find the documents pertinent to the Comprehensive Plan changes that we are submitting to the City for approval in regards to the Riverland/Kennedy DRI. As you will see, we are requesting an adjustment to the land use from Neighborhood Commercial to Residential in the NE Corner of the DRI at Community Blvd and Discovery Way as reflected in Figure 18. Additionally, we are requesting some text changes to the Future Land Use Element and the Transportation Element of the Comprehensive Plan. Finally, we are requesting revisions to maps TRN-2, FLU-2b, TRN-3a, TRN-11, and TRN-12.

We look forward to your review and approval of our requested Comprehensive Plan Amendment, as we are anxious to keep on track with our plans to open our Riverland project on schedule.

With Kind Regards,

Glenn Ryals

Enclosures

cc: (Via hand-delivery with enclosures)
Patty Tobin, Planning and Zoning Director
Daniel Holbrook, Assistant City Manager
Roxanne Chesser, Engineer Dept.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 6/27/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: Comprehensive Plan Amendment – Riverland/Kennedy, LLP (P16 -055)
Submittal Date:	6/16/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth

BACKGROUND: Glenn Ryals of Riverland/Kennedy, LLP has requested to amend the Future Land Use Element, Transportation Element, and several maps of the City's Comprehensive Plan.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved as to form by Attorney Thomas Mullin on June 9, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended to transmit the proposed comprehensive plan amendment to the Florida Department of Economic Opportunity and the reviewing agencies for review and comment at their June 7, 2016 meeting.

SPECIAL CONSIDERATION: A motion is needed on the transmittal of the proposed amendment to the Florida Department of Economic Opportunity and reviewing agencies.

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Staff report, application, and ordinance.

PT/ac

RECEIVED

JUN 16 2016

CITY MANAGER'S OFFICE

ADDITIONAL INFORMATION

COUNCIL ITEM 10A
DATE 6/27/16

CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
www.cityofpsl.com

MEMORANDUM

TO: Jeff Bremer, City Manager JB

FROM: Anne Cox, AICP, Assistant Director of Planning and Zoning AC

RE: June 27, 2016 City Council Meeting Agenda Item #10(A)

DATE: June 24, 2016

Please find attached additional information requested to be added to Item # 10(A) – Ordinance 16-29, for Monday night's City Council meeting. Thank You.

RECEIVED
JUN 24 2016
CITY MANAGER'S OFFICE

PTC
Transportation Consultants

2005 Vista Parkway, Suite 111
West Palm Beach, FL 33411-6700
(561) 296-9698 Fax (561) 684-6336
Certificate of Authorization Number: 7989

April 21, 2016

Riverland Associates I, LLLP
Attn: Mr. Glenn Ryals
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323

Re: Riverland/Kennedy DRI - #PTC16-041
Comprehensive Plan Amendment
NOPC #3

Dear Mr. Ryals:

The purpose of this letter is to provide a traffic statement related to the Comprehensive Plan Amendment and NOPC #3 for the above referenced project. It is proposed to convert 15 acres of Commercial land use into Residential land use. The 15 acres are located in the southwest quadrant of the intersection of Discovery Way and Community Boulevard.

The proposed conversion will not result in any change to the approved entitlements for the Riverland/Kennedy DRI. With no change to the entitlements, there will be no increase in traffic impacts. Therefore, the proposed change is not a substantial deviation for the DRI and is consistent with the Transportation Element of the City of Port St. Lucie's Comprehensive Plan.

If you have any questions, do not hesitate to contact this office.

Sincerely,

ANDREA M. TROUTMAN
LICENSE
No. 45409
STATE OF FLORIDA
PROFESSIONAL ENGINEER

4/21/16

Andrea M. Troutman, P.E.
Florida Registration #45409

COUNCIL ITEM 8C
DATE 8/22/16

COUNCIL ITEM ~~10A~~
DATE 8/8/16

ORDINANCE 16-55

AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA (CITY CODE) TO NOT ONLY EFFECTUATE A NAME CHANGE OF THE COMMUNITY SERVICES DEPARTMENT TO THE "NEIGHBORHOOD SERVICES DEPARTMENT" BUT TO ALSO IMPLEMENT CERTAIN CHANGES TO THE DUTIES AND RESPONSIBILITIES OF THE COMMUNITY SERVICES DEPARTMENT AS PRESENTLY SET FORTH IN ANY PROVISION OF THE CITY CODE; AMENDING THE TITLE OF ARTICLE XIV TO BE "NEIGHBORHOOD SERVICES DEPARTMENT;" AMENDING ARTICLE XIV, CHAPTER 32 OF THE CITY CODE, SPECIFICALLY SECTIONS 32.120 THROUGH 32.124, TO BE CONSISTENT WITH THE CODE AMENDMENTS SET FORTH IN THE ORDINANCE; AMENDING ARTICLE XIV, CHAPTER 32 OF THE CITY CODE TO ADD SPECIFIC PROVISIONS UNDER SECTIONS 32.125 THROUGH 32.129 WHICH WERE PREVIOUSLY RESERVED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") desires to amend Article XIV of Chapter 32, entitled "Community Services Department," of the Port St. Lucie Code of Ordinances ("City Code") by renaming the "Community Services Department" to be known as the "Neighborhood Services Department;" and

WHEREAS, the City desires to amend all sections of Article XIV of the City Code to be consistent with the amendments set forth herein so that the City Code not only reflects the name change of the Community Services Department to "Neighborhood Services Department," but also accomplishes the additions, deletions, modifications and any other alterations to Article XIV that will formalize and codify the duties, responsibilities and other activities associated with the "Neighborhood Services Department;" and

WHEREAS, the City desires to include the administration, management and supervision of the Code Compliance Division, Code Compliance Officer, Nuisance Abatement Program, and Local Housing Assistance program as being among those certain duties and responsibilities of the department; and

WHEREAS, the City Council, desires to amend the City Code at Article XIV of Chapter 32 relating to the administration and management of the Community Services Department, as renamed, revised and re-established hereunder as the Neighborhood Services Department, pursuant to the request and recommendation of the City Manager.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA HEREBY ORDAINS AS FOLLOWS:

Section 1. Ratification of Recitals. The City Council of the City of Port St. Lucie, Florida hereby adopts and ratifies those matters as set forth in the foregoing recitals.

Section 2. Title III, Chapter 32, Article XIV. Community Services Department. Chapter 32, Article XIV, of the Port St. Lucie Code of Ordinances is hereby amended as follows (~~strikeout text~~ indicates deletions while underlined text indicates additions):

CHAPTER 32. DEPARTMENTS, BOARDS, AND COMMISSIONS
ARTICLE XIV. ~~COMMUNITY~~ NEIGHBORHOOD SERVICES DEPARTMENT

Sec. 32.120. Establishment of department.

There shall be and is hereby established, pursuant to Charter Section 10.01, a ~~community~~ neighborhood services department.

Sec. 32.121. Director of ~~Community~~ Neighborhood Services.

(a) The city manager shall hire and/or appoint a director of ~~Community~~ Neighborhood Services, who shall have the minimum qualifications and shall have the duties and responsibilities as set out below. The director of ~~community~~ neighborhood services shall ~~be in charge of~~ implement, plan, and oversee the ~~community~~ neighborhood services department, Code Compliance Division, Code Compliance Officers, Nuisance Abatement Program, and Local Housing Assistance program, subject to the supervision of the city manager.

(b) The director of ~~community~~ neighborhood services shall have, at a minimum, a bachelor's degree in public or business administration or related field from an accredited four-year college or university and two years administrative experience in community development or similar state or federal program.

Sec. 32.122. Department included in annual budget.

The ~~community~~ neighborhood services department shall be named and included in the annual city budget.

Sec. 32.123. Duties and responsibilities of department.

The ~~community~~ neighborhood services department shall have the following duties and responsibilities:

(a) Plan, direct, and implement strategies for various community services, code compliance division, code compliance officers, nuisance abatement program, and local housing assistance program;

(b) Administer housing program(s) as directed by the city manager and approved by city council;

(c) Administer funding from the State Housing Initiatives Partnership (SHIP) program, providing housing programs and strategies as approved in the housing assistance plan;

(d) Administer funding from the federal Community Development Block Grant (CDBG) program, providing community development, housing and public service projects and strategies as approved in the consolidated plan;

(e) Research, write, and administer grant funding for federal, state, and privately funded programs in coordination with the appropriate city departments;

(f) Maintain listing of grants applied for and funded through all city departments;

(g) Provide information to residents and clients on social service agency assistance;

(h) Act as the liaison with the county on social agency programs, with FEMA on disaster relief centers, and with the Army Corps of Engineers on tarp programs as needed after an emergency;

(i) Prepare an annual budget; and

(j) Perform such other duties and functions as directed by the city manager.

Sec. 32.124. Employees.

The director of ~~community~~ neighborhood services shall hire employees for the department as authorized by the department budget.

~~**Secs. 32.125-32.129. Reserved.**~~

Sec. 32.125. Code Compliance Division.

Chapter 32, Article XIV, Section 32.125, which was previously reserved, shall now be known as Code Compliance Division.

A. Definitions. The following words, terms and phrases, when used in this section shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

"Citation" shall mean notice to appear at a designated time and place and shall be in a form prescribed by the city and the content of which will be as prescribed by state law.

"Code compliance officer" shall mean those employees, or other agents of the city duly authorized and subject to the approval of the City Manager, whose duty it is to assure code compliance, enforce city codes and to present code violations to the special magistrate and/or other quasi-judicial or judicial process.

"Codes" shall mean Port St. Lucie Code of Ordinances and all codes and statutes adopted by reference within the Code of Ordinances, as now existing or as may be amended by ordinance from time to time.

"Repeat violation" shall mean a violation of a provision of the Code of Ordinances by a person who has previously been found, through a special magistrate or other quasi-judicial or judicial process, to have violated or who has admitted violating, the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

"Violator" shall mean the person responsible for the code violation.

B. The neighborhood services department shall be the department responsible for planning, directing, implementing, and overseeing the code compliance division. The code compliance division is hereby established and shall be an additional and supplemental means of enforcing city codes and ordinances. Nothing shall preclude the city from employing, enacting and utilizing any other means, methods, procedures and penalties provided by state or local law for the enforcement of its codes or ordinances.

C. Procedures for issuing citations.

(1) A code enforcement officer is authorized to issue a citation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance.

(2) Prior to issuing a citation, a code enforcement officer shall provide notice to the violator that the violator has committed a violation of a provision of the code or ordinance and shall establish a reasonable time period within which the person must correct the violation.

(3) If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period specified in the notice, the code enforcement officer may issue a citation to the person who has committed the violation. Provided, however, if:

a. A repeat violation is found; or

b. The code enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety or welfare; or

c. The violation involved is irreparable or irreversible;

then the code enforcement officer does not have to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation.

Sec. 32.126. Code Compliance Officer.

Chapter 32, Article XIV, Section 32.126, which was previously reserved, shall now be known as Code Compliance Officer. The provisions of the Code Compliance Officer were previously approved and adopted by City Council via Ordinance 80-30 on August 12, 1980. All provisions of Ordinance 80-30 are hereby renumbered in their entirety and are incorporated and codified herein as Section 32.126 entitled Code Compliance Officer.

~~Section 1.~~

(a) There shall be, and it is hereby established, the position of Port St. Lucie Code Compliance Officer of the City of Port St. Lucie, Florida, and said position hereinafter referred to as "Code Compliance Officer."

~~Section 2.~~

(b) The Code Compliance Officer shall, subject to approval of the City Manager, be employed by and work under the direction of the ~~Police Chief of the Police Department~~ director, or his/her designee(s), of the neighborhood services department, City of Port St. Lucie, Florida.

~~Section 3.~~

(c) It shall be the duty of the code compliance officer to enforce all city ordinances, to respond to complaints concerning the violation of city ordinances, issue notices of violations to those in violation of city ordinances, prepare affidavits for issuance of warrants against violators of the city ordinances, work closely with the ~~Police~~ neighborhood services department, and such other duties and functions as the ~~Police Chief~~ neighborhood services department director, or his/her designee(s), and the city manager may deem necessary in furtherance of enforcement of the Port St. Lucie City Code.

~~Section 4~~.

(d) For the purposes of discharging the duties imposed by this ~~Ordinance~~ section, the code compliance officer is empowered to enter upon any private property, not including any dwelling house or structure or fenced enclosure, for the purpose of investigation of violations of the Port St. Lucie City Code. Refusal by any property owner to allow such code compliance officer to enter upon such person's property as authorized by this section shall constitute violation of this ~~Ordinance~~ section. The code compliance

officer shall be immune from prosecution, civil or criminal, for reasonable, good faith entry upon real property as authorized by this section.

~~Section 5.~~

(e) It shall be unlawful for any person to interfere with, hinder or molest the code compliance officer in the performance of his duties.

~~Section 6.~~

(f) Every person convicted of a violation of any provision of this ~~Ordinance~~ section 32.126 shall be punished as provided for by ~~sections 1-6~~ the Port St. Lucie City Code and relevant provisions of the Florida Statutes.

Sections 32.127 – 32.140 Reserved

Section 3. Inconsistency. If any ordinances or parts of ordinances are in conflict herewith, this Ordinance shall control to the extent of the conflicting provisions.

Section 4. Severability. The provisions of this Ordinance are intended to be severable. If any part of this Ordinance is determined to be void or is held to be illegal, invalid, or unconstitutional by a Court of competent jurisdiction, then the remainder of this Ordinance shall remain in full force and effect and this Ordinance shall nevertheless stand and be construed as if the illegal or invalid part or portion had not been included herein.

Section 5. Codification. Specific authority is hereby granted to codify and incorporate this Ordinance into the existing Port St. Lucie Code of Ordinances.

Section 6. Effective Date. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this _____ day of _____, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____ By: _____

Karen A. Phillips, City Clerk Gregory J. Oravec, Mayor

APPROVED AS TO FORM: By: _____

Azlina Goldstein Siegel
Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 8/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager on behalf of the City Manager

FROM: Azlina Goldstein Siegel, Interim City Attorney

Agenda Item: Ordinance: AN ORDINANCE AMENDING CHAPTER 32 OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA (CITY CODE) TO NOT ONLY EFFECTUATE A NAME CHANGE OF THE COMMUNITY SERVICES DEPARTMENT TO THE "NEIGHBORHOOD SERVICES DEPARTMENT" BUT TO ALSO IMPLEMENT CERTAIN CHANGES TO THE DUTIES AND RESPONSIBILITIES OF THE COMMUNITY SERVICES DEPARTMENT AS PRESENTLY SET FORTH IN ANY PROVISION OF THE CITY CODE; AMENDING THE TITLE OF ARTICLE XIV TO BE "NEIGHBORHOOD SERVICES DEPARTMENT;" AMENDING ARTICLE XIV, CHAPTER 32 OF THE CITY CODE, SPECIFICALLY SECTIONS 32.120 THROUGH 32.124, TO BE CONSISTENT WITH THE CODE AMENDMENTS SET FORTH IN THE ORDINANCE; AMENDING ARTICLE XIV, CHAPTER 32 OF THE CITY CODE TO ADD SPECIFIC PROVISIONS UNDER SECTIONS 32.125 THROUGH 32.129 WHICH WERE PREVIOUSLY RESERVED; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Submittal Date: 8/5/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY" AND "PLAN FOR SMART & BALANCED GROWTH," AND VISION 2030 "GREAT NEIGHBORHOODS."

BACKGROUND: At the Summer City Council Retreat, held on July 20-21, 2016, staff presented the City Manager's recommendation to modify and alter the Community Services Department and transform it to become the Neighborhood Services Department as part of the Strategic Plan – Phase II of the organizational structure review. Management's evaluation of the organizational structure included a recommendation that would rename the Community Services Department to become the Neighborhood Services Department. The renamed Neighborhood Services Department would expand the duties and responsibilities presently existing under the Community Services Department and would serve to combine several neighborhood-type functions.

ANALYSIS: The attached Ordinance serves to effectuate a name change of the Community Services Department to the Neighborhood Services Department, implement certain changes to the duties and responsibilities of the Community Services Department as presently set forth in any provision of the City Code, and to further revise Chapter 32 to be consistent with the Code amendments set forth in the Ordinance. The responsibilities of the Neighborhood Services Department shall include, among other things, the management, administration and supervision of the Code Compliance Division, Nuisance Abatement Program, and Local Housing Assistance Program. Additionally, the Neighborhood Services Department shall plan, direct, oversee, and implement strategies for the Solid Waste Program and the Keep PSL Beautiful Program.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Ordinance has been reviewed and approved as to legal form and sufficiency by Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation on the matter will be provided by either the Community Services Director or the Interim City Attorney, if requested.

REQUESTED MEETING DATE: 8/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance

cc: Patricia Roebling, P.E. Assistant City Manager – Administrative Services;
Daniel Holbrook, Assistant City Manager – Community Development Director;
Carmen A. Capezzuto – Community Services Director

RECEIVED

AUG 0 5 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: August 22, 2016
September 12, 2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, Assistant City Manager – Community Development Director

FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning

Agenda Item: Ordinance: Florida Recreation and Investments – Small Scale Comprehensive Plan Amendment (P14-037)

16-56

Submittal Date: 8/9/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The applicant is requesting to change the future land use of six (6) lots from RL (Low Density Residential) to CG (General Commercial) in anticipation of the Becker Road corridor transitioning from a residential corridor to a more commercial corridor.

This application was originally reviewed at the City Council meeting of May 27, 2014, where it was tabled so public input on the entire Becker Road corridor could be considered. This public input was considered as part of the neighborhood plan for Planning Area 4S. City Council approved the neighborhood plan for Planning Area 4S on June 13, 2016.

Staff is also requesting the creation of the Becker Road Overlay Zone to help ensure that the community's vision for the Becker Road corridor, as outlined in the approved neighborhood plan, be implemented.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for Interim City Attorney Azlina Goldstein on August 9, 2016.

CITY COUNCIL: City Council unanimously recommended to table this small scale comprehensive plan amendment on May 27, 2014 (minutes of this meeting are attached).

PLANNING AND ZONING BOARD: The Planning and Zoning Board, with a vote of 6-1, recommended to deny this small scale comprehensive plan amendment on May 6, 2014 (minutes of this meeting are attached).

Staff would like to recommend that this comprehensive plan amendment be sent back to the Planning and Zoning Board to allow them to review the application with City Council's approval of the Planning Area 4 South Neighborhood Action Plan, and staff's updated staff report.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: The property is located on the northwest corner of Darwin Boulevard and Becker Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED

AUG 1 1 2016

CITY MANAGER'S OFFICE

ORDINANCE 16 -56

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR FLORIDA RECREATION AND INVESTMENTS (P14-037) TO CHANGE THE FUTURE LAND USE DESIGNATION RL (LOW DENSITY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 34, BLOCK 2358, LOTS 1 THROUGH 3, AND 22 THROUGH 24, LOCATED ON THE NORTHWEST CORNER OF DARWIN BOULEVARD AND BECKER ROAD PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from Florida Recreation and Investments, Port St. Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24, located on the northwest corner of Darwin Boulevard and Becker Road, for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 1.57 acres from the future land use designation of RL (Low Density Residential) to the future land use designation of CG (General Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et. seq., Florida

Statutes, and having held a public hearing thereon, has considered this proposed amendment (P14-037) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on September 12, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P14-037) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 1.57 acres of land in Port St. Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24 by changing the future land use designation from RL (Low Density Residential) to the future land use designation of CG (General Commercial).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or

portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this_____ day of _____, 2016.

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

65.02, COUNCIL FINDINGS; SECTION 65.03, DEFINITIONS; AMENDING SECTION 65.04, APPLICABILITY OF CHAPTER; AMENDING SECTION 65.05, AUTHORIZATION OF CITY MANAGER; AMENDING SECTION 65.06, WATER USE RESTRICTIONS; AMENDING SECTION 65.07, PENALTIES; ENFORCEMENT; AMENDING SECTION 65.08, GENERAL PROVISIONS; AMENDING SECTION 65.09, CONTROL OF BACKFLOW AND CROSS CONNECTIONS; AMENDING SECTION 65.10, INTERPRETATION; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-30 aloud by title only. Mayor Faiella opened the Public Hearing. There being no comments, Mayor Faiella closed the Public Hearing. Councilwoman Martin **moved** to approve Ordinance 14-30. Councilman Bowen **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 14-30. The **motion passed unanimously** by roll call vote.

f) ORDINANCE 14-31, AMENDING CHAPTER 53, WELLFIELD PROTECTION; CREATING CHAPTER 67, WELLFIELD PROTECTION; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-31 aloud by title only. Mayor Faiella opened the Public Hearing. There being no comments, Mayor Faiella closed the Public Hearing. Councilman Bowen **moved** to approve Ordinance 14-31. Councilwoman Martin **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 14-31. The **motion passed unanimously** by roll call vote.

9. **OTHER PUBLIC HEARINGS**

There was nothing scheduled under this item.

10. **FIRST READING OF ORDINANCES**

a) ORDINANCE 14-32, AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND PORT ST. LUCIE LITTLE LEAGUE, INC.

The City Clerk read Ordinance 14-32 aloud by title only. Councilwoman Martin **moved** to approve Ordinance 14-32. Councilman Bowen **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 14-32. The **motion passed unanimously** by roll call vote.

b) ORDINANCE 14-33, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO

THE FUTURE LAND USE MAP FOR FLORIDA RECREATION AND INVESTMENTS (P14-037) TO CHANGE THE FUTURE LAND USE DESIGNATION RL (LOW DENSITY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 34, BLOCK 2358, LOTS 1 THROUGH 3, AND 22 THROUGH 24, LOCATED ON THE NORTHWEST CORNER OF DARWIN BOULEVARD AND BECKER ROAD PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-33 aloud by title only. Councilwoman Martin said, "I would like to ask the Council to table this item. We have been having this discussion about Becker Road and where we are going to go with it. I noticed that staff has recommended denial based on the fact that it is inconsistent with our Comprehensive Plan. On both sides of this issue, we have requests for development for rezoning and requests to leave certain areas alone. I have had feedback on possibly doing something along the lines of pocket parks. If we go forward with this tonight, we will be piece-mealing Becker Road. I have spoke to the City Manager and the Assistant City Manager, Daniel Holbrook, who oversees the Planning and Zoning Department, to come back to us at the June Workshop and look at a corridor approach, and possibly fit it in with our future Neighborhood Planning to see what it will look like. There have been charrettes that occurred in 2008, and here we are six years later and nothing was done with the corridor because of the economy, because Becker Road was being widened. I'm not saying that I'm not for development, as I am in certain areas. I just want to make sure that when we have an opportunity to deal with Becker Road, we can look at the whole four miles together in one plan, as opposed to piece-mealing it and putting the City in a situation where we are making it a corridor that we don't want. I would like to table it, but I don't want to put it off indefinitely. I realize people have property rights and want to be able to make changes, and everyone should be afforded the opportunity to come forward with those applications. I want to do it as a whole plan and look at it together, as opposed to piecing it together." Mayor Faiella clarified, "So you want to table it to the next Workshop." Councilwoman Martin stated, "I would like to table the item for now, and discuss it in further depth at the Workshop. That area needs to be looked at, as far as being a gateway to the City. There will be more information at the Workshop, and we can see how we want to go from there."

Councilwoman Berger said, "I support that. With this project, there are some consistencies with what we wanted back then. It was the right types of developments in the right areas, and

specific corners make sense. The large Port St. Lucie Boulevard and Becker, and Darwin and Becker areas; those corners are ripe for commercial development, if it is done the right way. Part of what the conversation was back then was if they are going to develop it, we want them to come forward with a package of land. We didn't want them to bring one or two lots forward to develop into commercial property, because it is not consistent with the plan. Options like this one where they have taken six lots and created something that would work for the large amount of people that live there that don't have a lot of options without driving too far. I support tabling it, so we can get some consistency. I hope we don't have to get into another year to two years worth of discussion and charrettees, because it costs money as well. We can take what we have learned and what we like, and leave what we don't." Councilwoman Martin commented, "I agree." Mayor Faiella suggested, "I would like some community input also." Councilwoman Martin remarked, "It will come forward at that time."

The City Clerk read Ordinance 14-33 aloud by title only. Councilman Bowen **moved** to table Ordinance 14-33. Councilwoman Martin **seconded** the motion. The City Clerk restated the motion as follows: for table of Ordinance 14-33. The **motion passed unanimously** by roll call vote.

c) **ORDINANCE 14-34**, AMENDING THE 2013-14 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 8 PAGES, ATTACHED HERETO AND DESIGNATED AS 2013-14 BUDGET AMENDMENT NO. 2. THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-34 aloud by title only. Councilman Bowen **moved** to approve Ordinance 14-34. Councilwoman Martin **seconded** the motion.

Councilwoman Berger said, "I'm not going to be supporting this because of one particular part. I have questions on other portions of it. If I could have the City Manager get back to me regarding the portion on the FTE count for the City Council Office being increased to 1.63. It is one of the programs that I don't agree with. Many things that are happening out of the City Manager's Office are amazing, but this is one that we just don't agree on. I think that there is an opportunity to solve a problem perhaps, and I appreciate the City Manager's Office looking into to trying to solve that problem. My personal feeling is that it is a problem that could be solved amongst the

Development Director, "Can you give us some direction? We have an issue with the 42 foot lots. How do we approach this?" The Assistant City Manager/Community Development Director stated, "This is one of those interesting cases where you have a PUD Amendment and it is not a black and white issue. Staff shared our concerns and the applicant has stated that they believe those concerns are mitigated by the design they've provided. Your recommendation needs to include any conditions that you believe would be appropriate. If you believe that what they've shared is sufficient, you can recommend approval. If you feel that conditions need be attached to guarantee a certain level of architecture, you can include that. If you're completely opposed to the concept, you have the right to recommend denial. It's an interesting situation. As far as the public's concerns go, the Board will make a recommendation. This will then go on to the City Council as an Ordinance. Ordinances require two readings before the City Council. The first reading is a standard one, and the second one is the Public Hearing. Mr. Finizio noted that there were other issues that needed to be addressed before this goes to the City Council." Vice Chair Ojito stated, "I think that Verano is a commercial venture and the developer is going to create something that is cohesive to the area he is developing in. My opinion is to approve with no conditions." Vice Chair Ojito **moved** to approve P14-032, Verano PUD 1 - PUD Amendment No. 8 & Concept Plan, with no conditions. Chair Kurek stated, "The only condition that was offered by staff was Ambros Way, which is already under construction, so it is not relevant whether we have it in there or not. If we approve it with no conditions, it means we're approving it as presented. It would include the 42 foot lots, which would be reviewed again by the Board and the Site Plan Review Committee." The Assistant City Manager/Community Development Director stated, "All plats that create more than two lots are required to be reviewed by the Site Plan Review Committee, then this Board will make a recommendation and ultimately the City Council has the right to approve." Chair Kurek stated, "So that issue could come up at a later date anyway." The Assistant City Manager/Community Development Director responded in the affirmative. Mr. Martin **seconded** the motion, which **passed unanimously** by roll call vote.

E. P14-037 FLORIDA RECREATION & INVESTMENTS - COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Chair Kurek stated, "We have two Items that are concerning Becker Road and Darwin Boulevard. I would ask Mr. Holbrook to explain the status of this area of land." The Assistant City Manager/Community Development Director replied, "The topic of Becker Road has been before this Board and before the City

Council. It's been a topic at a number of Workshops and public charrettes over the past several decades. We're still having this discussion with City Council. They had a Workshop in April, and there were some concerns with this subject that were raised. A petition had been submitted to the City Council, so they recommended that we take up this topic, and try to get more public feedback before we make any additional proposals to the Council. Council discussed a four-mile stretch of undeveloped land between I-95 and the Turnpike. It's undeveloped on the north side and the south side, so the question is whether the land use and zoning be changed, because right now, it would essentially only accommodate single-family residential. It's very obvious that there is no market for it at this time. The current policy is low-density residential and single-family residential zoning on that entire corridor, except for a few intersections, which are primarily on Port St. Lucie Boulevard. We're in the midst of that conversation, and I'm sharing that with the Board to let you know that a policy has been established through the City's Comprehensive Plan, Land Development Regulations, and the Zoning Code. The next two applications are a request to change that policy. Council has had numerous discussions, and has yet to provide direct policy change, but they have asked for additional information. City staff is preparing an RFP, and we'll take this back to a future Council Workshop, hopefully, the one in June. We will confer with Council at that time to see if they wish to hire a consultant to assist us with this matter. Last month, the applicant for these two items requested that these applications be postponed, due to the conversations the City Council was going to have at the Workshop. We'll need to have Public Hearings on these applications, and I'd be happy to answer any questions."

Mr. Finizio stated, "P14-037 is a small scale Comprehensive Plan Amendment application. The owner of the property is Florida Recreation and Investments Properties, LLC. The property is located on the northwest corner of Darwin Boulevard and Becker Road. The approximate size of these lots are 1.57 acres, or 68,285 square feet. The existing zoning is RS-2 (Single-Family Residential), and the existing Land Use is RL (Low Density Residential). The requested land use designation is CG (General Commercial). The applicant is requesting to change the future land use of these six lots from RL (Low Density Residential) to CG (General Commercial), in anticipation of the Becker Road corridor transitioning from a residential corridor to a more commercial corridor. The proposed future land use request is not compatible with the surrounding residential neighborhood located immediately north, east, and west of this site. Objective 1.1.4

of the Future Land Use Element of the City's Comprehensive Plan states, 'Future growth, development, and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with sound planning principles including: the prevention of sprawl; energy efficiency; natural limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities.' Even though the surrounding residential area is primarily vacant, having something as intense as General Commercial Land Use abutting this residential land use would not be consistent with sound planning principles, and could possibly adversely impact the character of the adjacent residential neighborhood."

Mr. Finizio continued, "Over the years, there have been several studies that focused on the Becker Road corridor. These studies looked at changing the land use and zoning from what is primarily residential, and incorporating more non-residential and multi-family uses, because the City was beginning to notice that Becker Road may be well suited for more intense non-residential uses. It is important to note that none of these studies were ever approved, adopted, or implemented. Except for being extended to four lanes, Becker Road hasn't changed all that much throughout the years. As mentioned, there were several studies focusing on Becker Road, where everyone looked at the entire Becker Road corridor. Therefore, any changes made to the Becker Road land use and zoning designation should not be looked at by piecemeal, but as a collective whole. On February 20, 2014, the subject of Becker Road was discussed at the City Council Winter Retreat. Seeking direction from the City Council, the Planning and Zoning staff made a brief presentation that discussed the current status of Becker Road and the major studies that were completed on Becker Road. It was agreed that the topic of Becker Road would be discussed further at a future City Council Workshop. This City Council Workshop took place on April 11, 2014. After a brief introduction, this presentation was pulled because it was felt that meeting with the stakeholders was appropriate prior to making any land use changes on Becker Road. Therefore, until there is a land use policy change for Becker Road, any Comprehensive Plan and/or rezoning approvals for this area should be considered premature, and should not be considered until a Comprehensive Plan has been approved for the entire Becker Road area. The Future Land Use Map identifies this area as low density residential (RL), and converting these six lots to General Commercial could have a negative impact on the Darwin Boulevard and Becker Road intersection, not to mention the surrounding residential

neighborhoods. The applicant has indicated in their attached justification statement that the future of Becker Road is more commercial in character. Not arguing this point, the Planning and Zoning Staff is seeking guidance from the Planning and Zoning Board and the City Council on the future character of the Becker Road corridor. Additionally, with the existing 99,000 square-foot Veranda Falls Shopping Center, approximately 1.8 miles east of this site, it is more than likely that the General Commercial land use sought may be too intense for this intersection. Furthermore, staff would like to address the entire Becker Road corridor, not just lot by lot, or site by site. Until the City Council makes a determination on how they would like the Becker Road corridor to grow, staff believes that any Comprehensive Plan approval for this area is premature. That being said, the Planning and Zoning Department staff finds the petition to be inconsistent with the intent and direction of the City's Comprehensive Plan, and recommends denial of the proposed amendment based on the analysis and findings, as noted in the staff report. Also, staff recommends that new land use policies be established for the Becker Road corridor between I-95 and Florida's Turnpike prior to any individual Comprehensive Plan amendment approvals." Chair Kurek asked if there were any questions.

Ms. White asked, "Mr. Finizio, has there been an interest in commercial ventures along the Becker Road corridor?" Mr. Finizio responded, "There have been four commercial plans submitted in the past, but all of them have expired. There was a proposed CVS on the corner of Port St. Lucie Boulevard and Becker Road. There was a Commercial PUD on the northwest corner of Port St. Lucie Boulevard and Becker Road. There were also two minor Site Plans further to the east, but nothing has ever materialized." Ms. White asked the Assistant City Manager/Community Development Director, "Have the Planning and Zoning Board and the City Council ever come together for a Workshop?" The Assistant City Manager/Community Development Director responded in the affirmative and added, "This is a very appropriate topic for a Workshop. We know that there is interest in this topic, but we don't have a policy change. It is very beneficial for the City Council to hear the Board's opinions on Becker Road. We know what there could be under the current policy. There are approximately four houses in a four mile stretch, and everything else is vacant. I think many people love the green area, but there are property owners who could build houses up and down the entire length, if they chose to. I ask people if they'd want to live there, because a lot of times those properties become rental properties. There are a lot of things that should be considered when we look at changing a policy. At this point,

staff believes this to be premature. If the Board requests a meeting with the City Council, we can put that request forward." Vice Chair Ojito asked the Assistant City Manager/Community Development Director, "Does Planning and Zoning have an up to date vision of how Becker Road should look, based on the research over the years?" The Assistant City Manager/Community Development Director replied, "Planning and Zoning has a variety of studies and visions that have been processed, reviewed, and prepared by City staff or consultants. None of those have received a recommendation of approval. There are a variety of concepts, and they've been presented to the City Council, but none of them have had traction." Vice Chair Ojito stated, "You've submitted a document, which lists homeowners that approve rezoning Becker Road. Does this represent a consensus? How many homeowners are in agreement?" The Assistant City Manager/Community Development Director stated, "I can't give you numbers and statistics, but I'd say that the property owners up and down Becker Road favor change."

Mr. Martin stated, "I'm more familiar with the conversion areas in the City. Can you draw a correlation between what we hope to do with Becker Road versus what we have done with Bayshore Boulevard or Port St. Lucie Boulevard? I would suggest that the latter two are dysfunctional, from a planning perspective." The Assistant City Manager/Community Development Director responded, "City staff, the public, and the elected officials have seen the effects of conversion areas. There is concern that we don't want to duplicate that on Becker Road, or anywhere else in the City. A lot of the sites are too small, and there are conflicting uses when the sites abut residential areas. The question is, do we want change on Becker Road, and if so, what does it look like? There are repercussions sometimes either way, so we need to explore it further. We know what the conversion areas look like, and can learn lessons from them. We can change land uses among certain parcels, while leaving the ones next to them unchanged." Mr. Martin said, "Right now, in our conversion areas, you can build a commercial building on a minimum 20,000 square-foot lot. If we looked at that kind of policy, going forward, we could have many two to three lot conversion packages, which I feel is not in the best interest of the City." The Assistant City Manager/Community Development Director stated, "In the past, we've have presentations regarding lessons we've learned from conversion areas. We've learned that you need more land to adequately accommodate commercial development. Some people choose to build houses, as you can see, on Port St. Lucie Boulevard. There has been new construction in the past decade, even though they are in a conversion area. There are a lot of things that need to be discussed, and the public has a lot of

input on what they'd like to see." Mr. Martin asked, "If we're to help establish a policy, could that policy include minimum lot requirements and buffering? Some of these people who bought property on Becker Road did not expect to be living next to commercial developments. If we make recommendations to the City Council, can we address those types of things?" The Assistant City Manager/Community Development Director replied, "It could definitely be considered." Ms. White stated, "I think Mr. Martin is addressing the bigger issues. This Board should sit down with all the stakeholders and the City Council to develop a grand vision for Becker Road. I'd like to hear from the applicant." Mr. Finizio added, "Brad Currie is acting as the agent for this Item."

BRAD CURRIE, Red Tail Design Group stated, "I'm representing the EDC and Rod Kennedy for the two applications. There is a Comprehensive Plan Amendment to change the land use of the property, and a rezone application as well. We are asking for a Comprehensive Plan Amendment to change the land use from Residential Low to General Commercial, and a Rezoning application to go from RS-2 to CG. Rod Kennedy, and I, and the two property owners that are here today believe that the Becker Road corridor should begin to take on a more commercial character. It is a major roadway in the overall scheme of the City. I will present a few aerial pictures of the property in question." (**Clerk's Note:** Mr. Currie presented aerial views of the property.) Mr. Currie continued, "While there is residential land use and zoning surrounding the property, there are no actual structures abutting the subject property. Darwin Boulevard is a lit intersection. There are two lanes in either direction, and turning lanes at the major intersections. The reason we are here today is because of the past studies. The Assistant City Manager/Community Development Director mentioned that none of the studies were ever adopted by the Board. There are a total of five different studies, and it was discussed in February and April of this year. There has been a lot of discussion about Becker Road, but unfortunately, there hasn't been a lot of action as far as setting a policy. No direction has been given as to what the future will be for that area. The Assistant City Manager/Community Development Director mentioned an RFP to do another study, and I think it's interesting that we would spend time and money on a study when we've done five in the past, and haven't adopted anything. What we're proposing is six lots at a lit intersection. Six lots of land at a major lit intersection is a good commercial corner. Whatever happens in the future, I think this corner will be commercial in the future. I do not believe that moving forward with an application today is premature, because I believe this corner will be a

commercial corner in the future. I believe this is the only section along Becker Road where six lots are under one ownership, except for the intersection of Port St. Lucie Boulevard and Becker Road. There are five major lit intersections along Becker Road. I think that's important, because they are major intersections. Even though the land uses and zonings are residential, it is not a residential roadway. I think the roadway is the most significant change, which has changed the character of the area. Addressing the Southwest Annexation area, Becker Road is proposed to go from I-95 to Range Line Road, which is an existing road. There are supposed to be a total of four roadways that run north and south. One roadway is built now, Village Drive, and the remaining three will go to Gatlin. That will be the only other interchange that all of these residents will use. This area has been annexed into the City, and has received a Comprehensive Plan approval. We are only waiting for the zoning. Becker Road is the only roadway in the entire City that has interchanges on I-95 and the Florida Turnpike. If the future residents want to get to the Turnpike, they're going to take Becker Road. Becker Road from the Turnpike to the Southwest Annexation area will be seeing an increase of trips over time, and is not a street where you would want to build a house."

Mr. Currie continued, "There was a recent article in the paper that stated that Divosta was going to build 358 new homes east of Becker Road. These residents would have to take Becker Road to get to I-95. Becker Road was increased because the City saw that there would be a need to move people from the east part of the City to the west part, and vice versa. The proposed development would have an impact on the future of Becker Road. There was some previous discussion about Becker Road, Port St. Lucie Boulevard, and Bayshore Boulevard. Those are different, in the sense that there were a lot of residential homes before they began to transition. Becker Road is different because there aren't any residential homes; the Assistant City Manager/Community Development Director stated that there were only four homes. As far as General Commercial not being compatible with Residential Low Density, there are many times in the City where these two land uses abut each other. From my experience, it happens a lot. What we're requesting on this property is no different from what happens throughout the City. Mr. Finizio mentioned sprawl in his presentation. I'm a planner, and it is my opinion that having additional commercial along some of the stretch of Becker Road would reduce sprawl. I was speaking to someone who lives on Becker Road, and they mentioned that it would be nice if they didn't have to drive so far to go to a Dunkin Donuts, or a convenience store. Those local uses

close to their home would shorten drive times and reduce the amount of trips on the roadway. Again, Becker Road is the only road that has both and I-95 and a Turnpike interchange. It's a four-lane divided highway, and is not a residential-friendly road. The property we are proposing today has six lots. Regardless of the future, I believe this piece will be commercial. Why hold my client up because of another study? If you were telling me I could move forward after one study, that would be okay, but history says five studies have been done, and no action has been taken. My clients are seeing people come to them asking about commercial development on this property. They've lost several potential tenants because of the lack of not being able to use it for commercial. My client sent out 500 notices to people within a quarter of a mile. She got a 10% return back, which is about 50 people. The majority of those people were in support of the change to commercial. What are we telling the property owners on Becker Road? Are we telling them to develop it as residential? I hope not, because that's not the right move. Are we telling them to develop it as commercial? No, we've said we won't allow commercial. I'd like for you to put yourself in the position of a property owner on Becker Road. Let's say you want to do something with your property, and you're not getting any direction from the City. One such person will speak now."

SHIRLEY CHEVIGNY stated, "I'm one of the property owners. I've been here since 1978, so I've seen a lot of change. There were 11,000 people here when I moved here; there are 170,000 people here now. I was the first person to build an office building west of the Turnpike. I was the first person to build a gas station on Gatlin Boulevard. I'm now looking to do something with this property. This is very unique, in that it is an isolated piece of property. It is bordered on three sides with streets, and has a traffic light. No one is going to build a house on this property. We've waited since 2008 to have the City do something, and they've chosen to do nothing. I'm here asking you for General Commercial so that we can develop it." Chair Kurek opened the Public Hearing.

LARRY BANNISTER stated, "I live at 215 Liseron Way in St. Lucie West, but I also jointly own a piece of property at 211 Quick Street, which is adjacent to the area being discussed today. When they showed these properties, they numbered them one through six. I'm adjacent to number four. I have two grandchildren that live there, and they walk down Darwin Boulevard to get to the bus. There are no sidewalks. There have been a series of children walking to their bus stop and getting struck. Children who live less than two miles from a school are not eligible to ride on a bus. Other than the obvious problems, there is a bigger danger. The small area of

Becker Road, when you get off of I-95, is pretty, so leave it that way. There are plenty of commercial areas to be developed. Why would you take a residential neighborhood and start turning it into another commercial road for the benefit of a few investors? Previous Boards have voted down commercialization. I'd like to see this Board do the same, and keep this as a residential neighborhood."

MICHAEL CONCHLIN stated, "I live at 4671 S.W. Alpha Street, about five houses south of Becker Road. I moved here in 1977. I've also seen a lot of the construction that is going on, and one of the people who used to work for the City a long time ago said, 'If you do what you did, you get what you got.' That was something that stuck in the back of my mind ever since then. I learned a lot from listening and getting involved with the charrette that was held by the Treasure Coast Regional Council about five or six years ago. At that time, they had several hundred people who assisted in developing what could have been called a Master Plan for Becker Road. It was adopted, although Mayor Minsky didn't like the idea. To see this opened up again makes me wonder why the people voiced their opinion in the first place. There were supposed to be traffic circles, specifically at the intersection we're discussing, and one further to the east. None of that came to fruition, but we had hoped that at least it wouldn't become commercialized. We were prepared for it to become Light Commercial. The expectation was that it would be multiple floor units, with office buildings on the bottom and apartments on top. We were willing to have that, because people would be in a neighborhood with Light Commercial. To see someone trying to profit by changing this property into Heavy Commercial is exactly what we don't want."

DIANE STROUD stated, "I live at 332 S.W. South Quick Circle, which intersects with Becker Road, and is about a block from Darwin Boulevard. I just moved here from Illinois in November of 2012. I picked the area because of the serenity in the neighborhood, and because it wasn't surrounded by commercial property. The first Planning and Zoning meeting I ever attended was when this item came up on the agenda, and it was tabled at that time. I then went to the Workshop, and City Council tabled it, because Councilwoman Martin said she wanted to talk to the homeowners. When the study was done in 2008, there were a lot of people who didn't live there yet. I would hate to see it turn into Bayshore Boulevard. It would break up the serenity, which is the reason we like it there."

OLIVER BROWN stated, "I reside at 473 S.W. Kestor Drive. I'm in the proverbial eye of the storm. I'm directly across the street from the subject site. I relocated here six years ago from New York City, and I had a certain view of how I wanted to raise my young children. The environment of the community in which I made

a long term investment to buy a home is subject to change, and I am very concerned. I love the environment in the community. The first couple of years after I moved here, I spent some time in Ft. Lauderdale. A lot of the things I saw in Brooklyn is what I saw in south Florida, and I see it transitioning north to Port St. Lucie and the neighboring counties. I'm all for change and development, but the essence of family and community needs to hold true within our society, it is being breached here. Many of the concerns I have with this particular rezoning classification and possible commercial development would include lighting, rodent infestation, the increase in traffic, the quality of life, safety for our children and families, increased water usage, and property value ramifications. I'm not sure what kind of business they wish to put in place, but the hours of operation could influence the type of people who would be in the area at any given time of the night. Being a father, I wish to preserve a certain lifestyle for my children, and I don't want to see that taken away. You mentioned all the corridors in Port St. Lucie where this transition has taken place, specifically, Bayshore Boulevard and Port St. Lucie Boulevard. I do not want to see Becker Road turn into that, and I vehemently oppose this rezoning."

There being no further comments, Chair Kurek closed the Public Hearing. Mr. Currie said, "I don't have any direct response to the comments. They were fairly general comments about not wanting commercial development. As I was sitting here, I was thinking about how I own an office building on Port St. Lucie Boulevard. Port St. Lucie Boulevard is getting a lot of negative comments, but I love my office building. I back right up to neighbors, and I leave at 5 p.m. or 6 p.m. I also think of Prima Vista Boulevard from Airoso Boulevard to U.S. 1. It's a four-lane roadway, which is similar, with the exception of the divided median. I sit on the St. Lucie Code Enforcement Board, and that's the heaviest area of Code Enforcement for all of St. Lucie County, because they are winter-occupied houses. They can't sell them, because no one wants to live there, so they are typically rented out. When thinking about planning, I would consider Prima Vista Boulevard to follow the Do Nothing Plan. There are derelict houses there. I'd rather have my office building on Port St. Lucie Boulevard than one of the derelict houses on Prima Vista Boulevard. I don't know why the roundabouts weren't built. If we are approved, we will build sidewalks along our frontage, and there are existing sidewalks along Becker Road. Safety is very important to us."
Ms. White asked, "How many applications have come to the City from this owner?" Mr. Currie responded, "The applicant has submitted two applications, which are the ones before you today.

This is the only time they've ever submitted applications." Ms. White stated, "They've owned the property since 2008, but this is the first time they've come forward." Mr. Currie responded in the affirmative. Mr. Sanders asked, "Mr. Currie, have you considered submitting a PUD in lieu of General Commercial?" Mr. Currie replied, "I'm not as familiar with the Code as I should be. The majority of the more intensive uses, for example, gas stations or convenience stores, are Special Exception Uses. We won't be able to put a gas station up overnight, we'd have to come back before this Board and ask for a Special Exception. To be honest, I don't think it's a good spot for a gas station. I actually like neighborhood convenience stores. I like being able to go for a short drive to get my goods. Any of the aforementioned uses would have to come back before this Board." Chair Kurek stated, "We can approve this, deny it, or table it again. I truly sympathize with Mr. Currie and his client. The Council can't seem to figure out what they want to do with this. The last study was in 2008." The Assistant City Manager/Community Development Director stated, "That was a unique study that was used and funded by the FDOT to show a typical conversion in a pre-platted corridor." Chair Kurek stated, "The other studies were in 2006, and the economy has changed a lot since then, so we have to rethink what we're doing. This is a situation where we need to rethink what we want to do. I'm not sure that this Board is in a position to push it forward. I will not be voting in favor of this." Mr. Martin stated, "I've been on this Board for five years, and I try to be logical and ask a lot of questions. I would like to know what came first, was it a commercial zone next to residential, or was it residential that was converted? In this case, we have a 4.5 mile stretch that's going to be a key corridor. The applicant stressed how integral that four mile stretch will be going forward. I think we need to get this right. I don't want to see this conversion area turned into another Port St. Lucie Boulevard, Bayshore Boulevard, or Prima Vista Boulevard. I agree with Mr. Currie, I'm sure he likes his converted house, and that's appropriate. We're the ninth largest city in Florida. My vision for this is Heavy Commercial. You're going to see national brands on that road. I can imagine lifting the height standard to allow buildings taller than 35 feet. With that said, I think it needs to be handled delicately. These people bought property adjacent to a road that was strictly residential ten years ago. The public input is going to be contrary to what I believe, and my vision for that four mile stretch. In most cases, if you bought property next to a commercial zoned property, you should've done more due diligence. In this case, the people that bought adjacent to Becker Road bought what they thought was residential. In most cases, I have very little

sympathy for people who buy next to commercial, then say they don't want commercial use. In this case, it's going to be tough. I think we need to go back to the Land Development Regulations. We need to have minimum sizes, minimum depths, and change buffering. I think this is going to be a very significant General Commercial corridor throughout the City. We can't allow this one to take place, because it'll set a precedent, and then we'll have the same situation we have on Bayshore Boulevard, Port St. Lucie Boulevard, and Prima Vista Boulevard. I can't support making any changes to this corridor at this time."
Vice Chair Ojito stated, "I'd like to give the opposite opinion. This corridor can also be like the Crosstown Parkway, where there is no commercial. I wouldn't recommend approving this Item either, because it can be the opposite. I think that we should have a joint meeting with City Council to move this subject along and get more public input." Ms. White stated, "It's unfortunate that the property owner has owned the property since 2008, and has watched the property just sit there. The traffic light was put in, and I'm not sure why. It may have been because of the school. They have an opportunity to sell that property, and make it commercial, but I'm not sure if that's their intent. I said before that I would hold my personal comments, because I live in Southbend, which abuts to Becker Road. My neighborhood would also be affected by any commercial industry along Becker Road, because people may want to venture through Southbend to get to Becker Road. When they opened the Becker Road corridor to Southbend, I knew we were going to have additional traffic. The commercial aspects on Becker Road are not doing well. At this time, I can't see how any commercial can be successful. I will not be recommending approval. We need to look at the broader picture, and have a meeting with all of the stakeholders." Secretary Martin stated, "The application itself is reasonable. I share the thought that there will be commercial on this corridor in the future. I think it's important to take a comprehensive look at it overall, but I'm frustrated, because we tabled this Item to today's meeting in order to have dialogue with the City Council. I don't know if my one lone vote in favor of this will convey the importance of this topic to the City Council. I don't think it's fair to kick the can down the road to the applicant, nor the residents, who are in a state of flux. I'd like to see something definitive done, and if that's a vote in favor of this, that's what I'll do."

Chair Kurek stated, "I think I see a consensus here. Do we want to deny this Item or table it again?" Mr. Martin **moved** to deny P14-037. Vice Chair Ojito **seconded** the motion. The motion to deny passed by roll call vote, with Chair Kurek, Mr. Martin, Ms.

Breakenridge, Ms. White, Vice Chair Ojito, and Ms. Skurka voting in favor; and Secretary Martin voting against.

Ms. White **moved** to request City staff organize a Workshop between the Planning and Zoning Board and the City Council to discuss the Becker Road corridor. Vice Chair Ojito **seconded** the motion, which **passed unanimously** by roll call vote.

F. P14-038 FLORIDA RECREATION & INVESTMENTS - REZONING

Mr. Finizio stated, "This is a rezoning application, and is concurrent with the Comprehensive Plan Amendment. The existing zoning is Single Family residential, or RS-2, and the requested zoning is General Commercial. As noted in the Comprehensive Plan Application, staff believes the proposed zoning request is not compatible with the surrounding residential neighborhoods located immediately north, south, and west of the site. Having something as intense as general commercial abutting residential zoning would not be consistent with sound planning principles, and has the potential to adversely impact the character of the adjacent residential neighborhood. That being said, the Planning and Zoning Department staff finds the current petition to be inconsistent with the intent and direction of the City's Comprehensive Plan, and recommends denial of the proposed amendment based on the analysis and findings, as noted in the staff report."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing. Ms. White **moved** to deny P14-038, Florida Recreation & Investments - Rezoning. Ms. Skurka **seconded** the motion. The motion to deny P14-038 passed by roll call vote, with Chair Kurek, Mr. Martin, Ms. Breakenridge, Ms. White, Vice Chair Ojito, and Ms. Skurka voting in favor; and Secretary Martin voting against.

G. P14-042 VINCENZO MARZELLA/ST. LUCIE CRICKET CLUB - SPECIAL EXCEPTION USE

Ms. Kuruvilla stated, "This is a Special Exception Use application for the St. Lucie County Cricket Club. The applicant is Brad Currie, with Redtail Design Group. The owner is Vicenzo Marecella. The property is located on the east side of SW South Macedo Boulevard, between SW Lakehurst Drive and SW Swan Avenue. The legal description is Lots 16, 17, and 18, Block 74, Port St. Lucie Section 28. The approximate size is 0.69 acres. The existing zoning is WI, Warehouse Industrial, and the applicant is requesting a zoning to CS, Service Commercial. The Second Reading is at next week's Council Meeting on May 12th. The

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **CITY COUNCIL - MEETING OF AUGUST 22, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **FLORIDA RECREATION & INVESTMENTS**
SMALL SCALE – COMPREHENSIVE PLAN AMENDMENT
PROJECT NO. P14-037

DATE: **AUGUST 9, 2016**

PROPOSED PROJECT: The applicant is requesting to change the future land use of six (6) lots from RL (Low Density Residential) to CG (General Commercial) in anticipation of the Becker Road corridor transitioning from a residential corridor to a more commercial corridor.

This comprehensive plan amendment application was reviewed at the City Council meeting of May 27, 2014, where it was tabled so public input on the Becker Road corridor can be considered. This public input was included as part of the neighborhood plan for Planning Area 4S. City Council approved the neighborhood plan for Planning Area 4S on June 13, 2016.

APPLICANT: Rod Kennedy, Engineering Design & Construction. The authorization letter is attached to the staff report.

OWNER: Florida Recreation and Investments Properties, LLC.

LOCATION: The property is located on the northwest corner of Darwin Boulevard and Becker Road.

LEGAL DESCRIPTION: Port St. Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24.

SIZE: 1.57 acres, or 68,285 square feet.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant.

SURROUNDING USES: North = RS-2 (Single Family Residential) zoning, currently vacant. South = Becker Road, beyond is RS-2 (Single Family Residential) zoning, currently vacant. East = Darwin Blvd., beyond is RS-2 (Single Family Residential) zoning, currently vacant. West = RS-2 (Single Family Residential) zoning, currently vacant.

EXISTING LAND USE DESIGNATION: RL (Low Density Residential).

REQUESTED LAND USE DESIGNATION: CG (General Commercial).

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development.

Existing Land Use – Water and Wastewater				
Land Use	**Acreage**	**Coverage**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
RL (Low Density Residential	1.57	5 du/ac	1,963	1,668

The total water demand for the existing land use is estimated at 1,963 gpd, with an estimated wastewater generation of 1,668 gpd.

Proposed Future Land Use – Water and Wastewater				
Land Use	**Acreage**	**Coverage**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
CG (General Commercial)	1.57	20,517 sq ft	2,565	2,180

Land Use	**Water (gpd)**	**Wastewater (gpd)**
Existing: RL	1,963	1,668
Proposed: CG	2,565	2,180
Difference between land uses	602	512

With the proposed land use change, there is an overall increase in water demand for this property; the proposed land use will have a water demand of 2,565 gpd, with a total wastewater generation of 2,180 gpd. Both potable water distribution and sanitary sewer collection systems are available for this property.

Transportation: The number of vehicle trip ends projected to be generated from the existing land use is 100 (ITE, Land Use Code 210). The number of vehicle trip ends projected to be generated from the proposed future land use change is approximately 915. (ITE, Land Use Code 814 (Specialty Retail Center)). Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition". This represents a net increase of 815 vehicle trip ends.

Existing Use Traffic Analysis			
Land Use Code	**Land Use - Residential**	**Coverage**	**Weekday Avg. Trip Ends**
210	Single Family Residence	5 du/ac	100
Total			100

Proposed Use Traffic Analysis – High Turnover Restaurant			
Land Use Code	**Land Use – General Commercial**	**Coverage**	**Weekday Avg. Trip Ends**
814	Specialty Retail Center	20,517	915
Total			915

This project is located on the northwest corner of Darwin Boulevard and Becker Road and the additional vehicle trips could have an impact on traffic on this corner. Becker Road is currently operating at a Level of Service of C. There is a traffic light at this intersection.

Parks/Open Space: Not applicable as this is a commercial project.

Schools: Not applicable as this is a commercial project.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards (document other drainage issues if needed).

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: As identified in the Environmental Assessment for this property, the site "shows signs of past disturbances with non-natural topography such as fill piles, concrete rubble, and small borrow pits." The report also indicates that the entire site is

devoid of native wetland or upland habitat. The site does contain some native trees, shrubs and ground cover plant species, but coverage is minimum and scattered.

The site is less than two (2) acres and therefore is not required to subscribe to the City's upland mitigation requirements. However, the site is still required to adhere to the City's Tree Protection requirements as outlined in the City's Landscape Code (Chapter 154), and the applicant will be required to protect, or mitigate for any tree with a 12 inch dbh (diameter breast height) or greater. A tree survey is required to show the location of all trees on the site and identity each tree's dbh.

It is also important to note that the Environmental Assessment has identified the potential presence of gopher tortoises on site. Prior to any development plans, a gopher tortoise survey covering the entire site must be completed and submitted for review.

Flood Zone: The following site is found in Panel Number 12111C0405J, zone X and is considered to be outside the 500 year flood plain.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest fire station is No. 13 which is located at 201 SE Becker Road. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This project will not impact adequate service delivery.

Compatibility Analysis: Over the years there have been several studies that focused on the Becker Road corridor. These studies looked at changing the land use and zoning from what is primarily residential and incorporating more non-residential and multi-family uses, because the City was beginning to notice that the Becker Road corridor may well be suited for more intense non-residential uses. It is important to note that none of these studies were ever approved, adopted or implemented, and except for being extended to four lanes, Becker Road hasn't changed all that much throughout the years.

On February 20, 2014 the subject of Becker Road was discussed at the City Council Winter Retreat. Seeking direction from City Council, the Planning and Zoning Department staff made a brief presentation that focused on the current status of the Becker Road corridor and the major studies that were completed on Becker Road. Staff was seeking direction from City Council on how to proceed with development on the Becker Road corridor. It was agreed that the topic of Becker Road will be discussed further at a future City Council workshop.

The subject of Becker Road was again brought up at the City Council workshop on April 11, 2014. After a brief introduction, the presentation was pulled by Councilwoman

Martin due to the lack of input from local stakeholders. Shortly after this workshop a solicitation request for a neighborhood planning RFP was approved for the Planning and Zoning Department. This RFP was for the creation of a neighborhood plan that would cover six (6) planning areas in the City.

At the conclusion of the RFP process, Tindale Oliver, a planning, design, and engineering organization, was contracted to complete the neighborhood plans for six planning areas, which included planning areas 1, 3, 4N, 4S, 6, and 7. In addition to these basic neighborhood plans, the RFP also required Tindale Oliver to focus on the Becker Road corridor, which was being rolled up into the neighborhood planning project and required to be completed with the neighborhood plan for Planning Area 4S.

There was quite a bit of public outreach involved in the overall planning process. This included citywide focus groups, public workshops, as well as a focus group specifically for the Becker Road property owners. Even though the subject of Becker Road was discussed at all the workshops for Planning Area 4S, the Becker Road Focus Group provided us with the clearest picture of what the shareholders want to see developed along the Becker Road corridor, and this information was included in the neighborhood plan for Planning area 4S.

The main topics that were discussed during the Becker Road Focus Group included:

1. Discussing lot requirements, such as sizes, depth and other setbacks,
2. Identifying potential commercial and mixed use areas along the corridor,
3. Discussing the appropriate building scale and orientation,
4. Possible neighborhood services for the area,
5. Importance of public parks and recreation centers,
6. Location and importance of gateway and entry signage.

All this information was assimilated and included in the Planning Area 4S Neighborhood Action Plan in Becker Road Overlay District.

After meeting with the local stakeholders, it was quickly evident that most wanted to see more commercial opportunities along the Becker Road corridor. With the lack of commercial space within Planning Area 4S, this sentiment was easy to understand. Therefore, as it relates to this comprehensive plan amendment, the information included in the Becker Road Overlay District is simple: "develop commercial and mixed-use nodes at primary intersections along Becker Road to anchor the corridor and create local destinations and create transitional areas between the three nodes and the single-family homes."

The Planning Area 4S Neighborhood Action Plan was one of three neighborhood plans presented to City Council for their review at their June 13, 2016 City Council meeting. After a short presentation from staff, and some discussion from council, there was a motion to approve these neighborhood plans. The motion was then passed unanimously.

Planning and Zoning Staff will be preparing a corridor wide comprehensive plan amendment, which will help direct growth on Becker Road as it is identified in the neighborhood plan. However, since this application was submitted, and subsequently tabled by City Council on May 27, 2014, it was determined to bring this comprehensive plan amendment back to City Council prior to the corridor wide comprehensive plan amendment staff will be submitting.

***Justification/Mitigation*:** The applicant has indicated in their attached justification statement that the future of Becker Road is more commercial in character. After the approval of the Planning Area 4 South Neighborhood Action Plan, it is clearly evident that the City is beginning to see the Becker Road corridor as something other than a residential corridor, and as such commercial development is the next logical step in the development of the Becker Road corridor. However, as outlined in the neighborhood plan, this commercial development should be limited to areas that identified the Becker Road Overlay District, Section Seven (7) of the Planning Area 4 South Neighborhood Action Plan.

Section 7 limits commercial development to the major transportation nodes on Becker Road. These nodes include: Port St. Lucie Boulevard and Becker, Savona Boulevard and Becker, and Darwin Boulevard and Becker. Since the property in question is located on the northwest corner of Darwin Boulevard and Becker Road, which is identified as a major transportation node, commercial development at this location is justified by the approval of the Planning Area 4 South Neighborhood Action Plan.

Please note: Staff is also recommending the creation of the Becker Road Overlay District to help ensure that the community's vision for the Becker Road corridor, as outlined in the approved neighborhood plan, be implemented. This overlay district should also be included in the Land Use Element of the City's Comprehensive Plan to highlight this area as being unique and requiring additional design requirements as outlined in the approved neighborhood plan.

STAFF RECOMMENDATION:

With the subsequent approval of the Planning Area 4 South Neighborhood Action Plan by City Council, The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Additionally, staff recommends that an overlay district for the Becker Road corridor between I-95 and Florida's Turnpike be created as noted in the neighborhood plan prior to any individual site plan application approvals.

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING & ZONING BOARD - MEETING OF MAY 6, 2014

FROM: JOHN FINIZIO, PLANNER

RE: COMPREHENSIVE PLAN AMENDMENT APPLICATION – SMALL SCALE
PROJECT NO. P14-037
FLORIDA RECREATION & INVESTMENTS

DATE: APRIL 21, 2014

APPLICANT: Rod Kennedy, Engineering Design & Construction. The authorization letter is attached to the staff report.

OWNER: Florida Recreation and Investments Properties, LLC.

LOCATION: The property is located on the northwest corner of Darwin Boulevard. and Becker Road.

LEGAL DESCRIPTION: Port St. Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24.

SIZE: 1.57 acres, or 68,285 square feet.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant.

SURROUNDING USES: North = RS-2 (Single Family Residential) zoning, currently vacant. South = Becker Road, beyond is RS-2 (Single Family Residential) zoning, currently vacant. East = Darwin Blvd., beyond is RS-2 (Single Family Residential) zoning, currently vacant. West = RS-2 (Single Family Residential) zoning, currently vacant.

EXISTING LAND USE DESIGNATION: RL (Low Density Residential).

REQUESTED LAND USE DESIGNATION: CG (General Commercial).

PROPOSED PROJECT: The applicant is requesting this comprehensive plan amendment to change the future land use of these six (6) lots from RL (Low Density Residential) to CG (General Commercial) in anticipation of the Becker Road corridor transitioning from a residential corridor to a more commercial corridor.

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development.

Existing Land Use – Water and Wastewater				
Land Use	**Acreage**	**Coverage**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
RL (Low Density Residential	1.57	5 du/ac	1,963	1,668

The total water demand for the existing land use is estimated at 1,963 gpd, with an estimated wastewater generation of 1,668 gpd.

Proposed Future Land Use – Water and Wastewater				
Land Use	**Acreage**	**Coverage**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
CG (General Commercial)	1.57	20,517 sq ft	2,565	2,180

Land Use	**Water (gpd)**	**Wastewater (gpd)**
Existing: RL	1,963	1,668
Proposed: CG	2,565	2,180
Difference between land uses	602	512

With the proposed land use change, there is an overall increase in water demand for this property; the proposed land use will have a water demand of 2,565 gpd, with a total wastewater generation of 2,180 gpd. Both potable water distribution and sanitary sewer collection systems are available for this property.

Transportation: The number of vehicle trip ends projected to be generated from the existing land use is 100 (ITE, Land Use Code 210). The number of vehicle trip ends projected to be generated from the proposed future land use change is approximately 915. (ITE, Land Use Code 814 (Specialty Retail Center)). Trip projections are

calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition". This represents a net increase of 815 vehicle trip ends.

Existing Use Traffic Analysis			
Land Use Code	**Land Use - Residential**	**Coverage**	**Weekday Avg. Trip Ends**
210	Single Family Residence	5 du/ac	100
Total			100

Proposed Use Traffic Analysis – High Turnover Restaurant			
Land Use Code	**Land Use – General Commercial**	**Coverage**	**Weekday Avg. Trip Ends**
814	Specialty Retail Center	20,517	915
Total			915

This project is located on the northwest corner of Darwin Boulevard and Becker Road and the additional vehicle trips could have an impact on traffic on this corner. Becker Road is currently operating at a Level of Service of C. There is a traffic light at this intersection.

Parks/Open Space: Not applicable as this is for a commercial project.

Schools: Not applicable as this is for a commercial project.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards (document other drainage issues if needed).

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: As identified in the Environmental Assessment for this property, the site "shows signs of past disturbances with non-natural topography such as fill piles, concrete rubble, and small borrow pits." The report also indicates that the entire site is devoid of native wetland or upland habitat. The site does contain some native trees, shrubs and ground cover plant species, but coverage is minimum and scattered.

The site is less than two (2) acres and therefore is not required to subscribe to the City's upland mitigation requirements. However, the site is still required to adhere to the City's

Tree Protection requirement, and therefore the applicant is required to protect, or mitigate for any tree with a 12 inch dbh (diameter breast height) or greater. A tree survey is required to show the location of all trees on the site and identity each tree's dbh.

It is also important to note that the Environmental Assessment has identified the potential presence of gopher tortoises on site. Prior to any development plans, a gopher tortoise survey covering the entire site must be completed and submitted for review.

Flood Zone: The following site is found in Panel Number 12111C0405J, zone X and is considered to be outside the 500 year flood plain.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest fire station is No. 13 which is located at 201 SE Becker Road. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This project will not impact adequate service delivery.

Compatibility Analysis: The proposed future land use request is not compatible with the surrounding residential neighborhood located immediately north, east, and west of this site. Objective 1.1.4 of the Future Land Use Element of the City's Comprehensive Plan states, "Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with: sound planning principles including the prevention of sprawl; energy efficiency, natural limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities." Even though the surrounding residential area is primarily vacant, having something as intense as General Commercial Land Use abutting residential land use would not be consistent with sound planning principles and could possibly adversely impact the character of the adjacent residential neighborhood.

Over the years there have been several studies that focused on the Becker Road corridor. These studies looked at changing the land use and zoning from what is primarily residential and incorporate more non-residential and multi-family uses, because the City was beginning to notice that the Becker Road corridor may well be suited for more intense non-residential uses. It is important to note that none of these studies were ever approved, adopted or implemented, and except for being extended to four lanes, Becker Road hasn't changed all that much throughout the years. As mentioned, there were several studies focusing on the Becker Road corridor, and every one looked at the entire Becker Road corridor. Therefore any changes made to the Becker Road land use and zoning designation should not be looked at being done piecemeal, but as a collective whole.

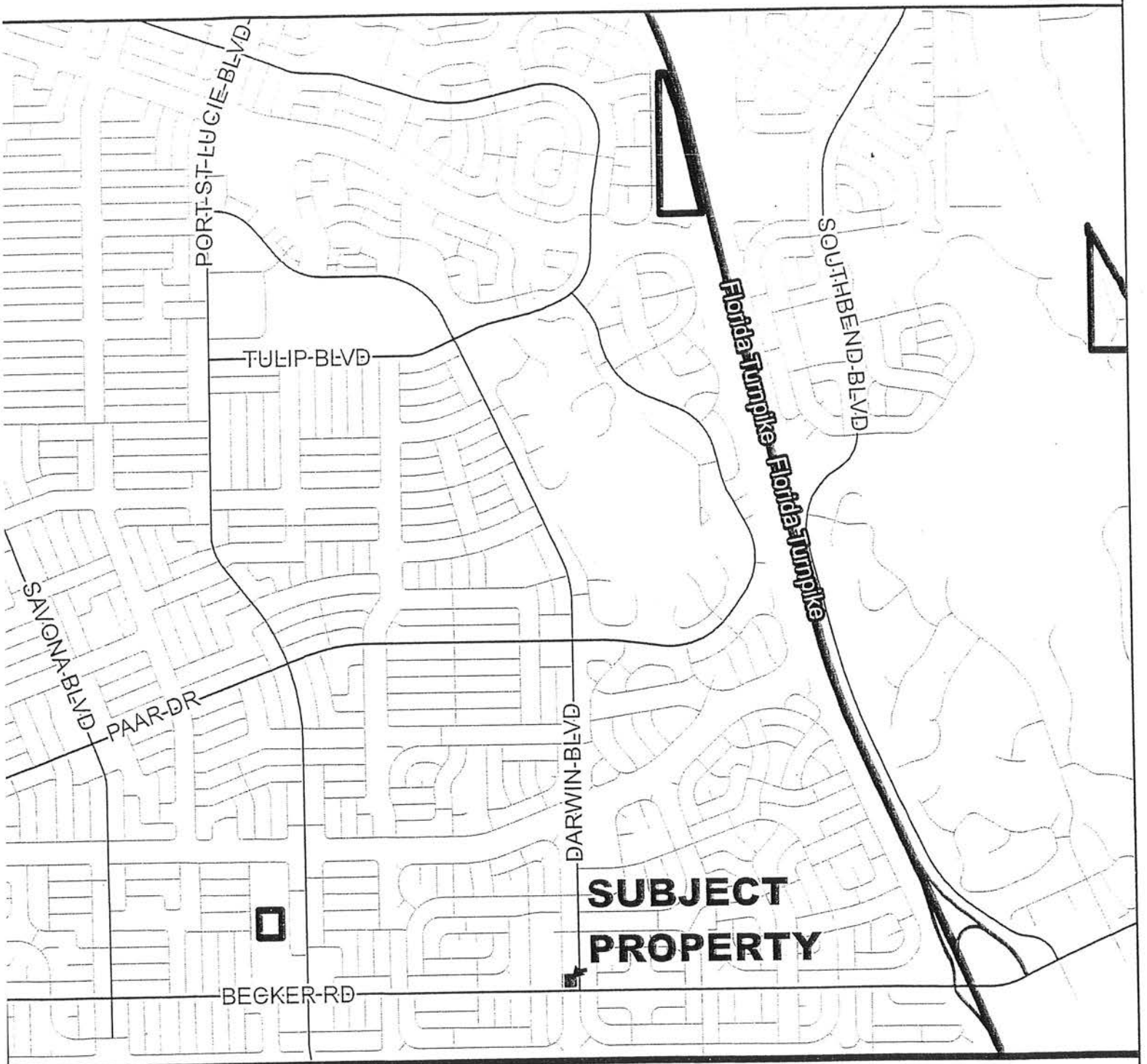
On February 20, 2014 the subject of Becker Road was discussed at the City Council Winter Retreat. Seeking direction from City Council, the Planning and Zoning Department staff made a brief presentation that discussed the current status of the Becker Road corridor and the major studies that were completed on Becker Road. Staff was seeking direction from City Council where to proceed with the Becker Road corridor. It was agreed that the topic of Becker Road will be discussed further at a future City Council workshop.

The subject of Becker Road was again brought up at the City Council workshop on April 11, 2014. After a brief introduction, this presentation was pulled by Councilwoman Martin because she felt that meeting with the stakeholders is appropriate prior to making any land use changes along the Becker Road corridor. Therefore, until there is a land use policy change for Becker Road, any comprehensive plan and/or rezoning approvals for this area should be considered premature, and should not be considered until a comprehensive plan has been approved for the Becker Road area.

The future land use map identifies this area as low density residential (RL), in fact most of the Becker Road Corridor has this future land use designation, and converting these six (6) lots to General Commercial could have a negative impact on the Darwin Blvd., Becker Road. intersection and the surrounding residential neighborhoods.

Justification/Mitigation: The applicant has indicated in their attached justification statement that the future of Becker Road is more commercial in character. Not arguing this point, the Planning and Zoning Staff is seeking guidance from The Planning and Zoning Board and City Council on the future character of the Becker Road corridor. With the existing 99,000 square foot Veranda Falls shopping center approximately 1.8 miles east of this site, it is more than likely that the General Commercial land use sought may be too intense for this intersection. Furthermore, staff would like to address the entire Becker Road corridor not just go lot by lot, or site by site. Until City Council makes a determination on how they would like the Becker Road corridor to mature, staff believes that any comprehensive plan approvals for this area are premature.

SITE LOCATION



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24	DATE: 3/10/2014 APPLICATION NUMBER: P14-037 USER: PatriciaS SCALE: 1 in = 0.5 miles

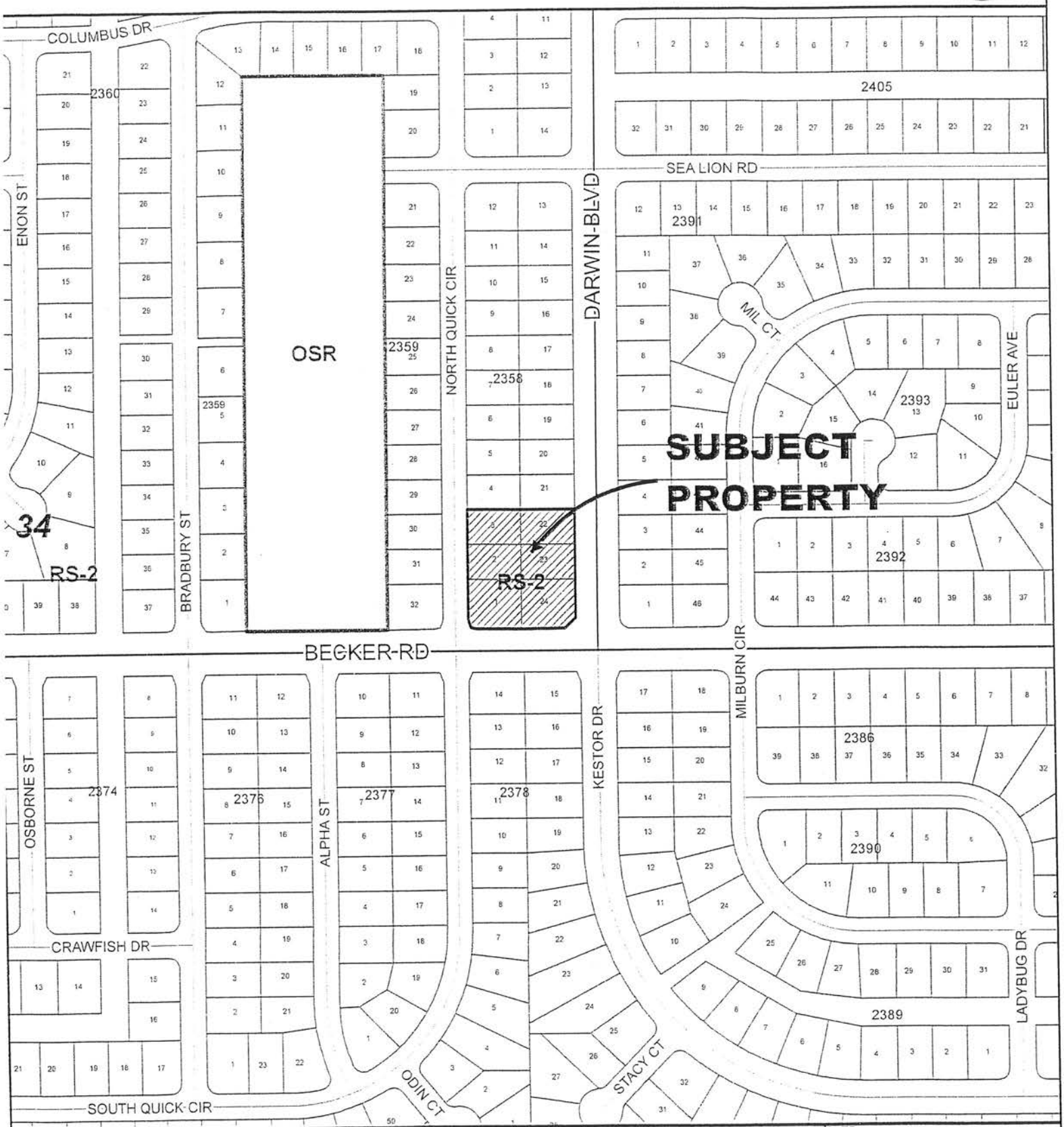
SITE LOCATION

CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24	DATE: 3/10/2014 APPLICATION NUMBER: P14-037 USER: PatriciaS SCALE: 1 in = 400 ft	

SITE LOCATION

CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24 AERIAL DATE 4/2012	DATE: 3/10/2014 APPLICATION NUMBER: P14-037 USER: PatriciaS SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

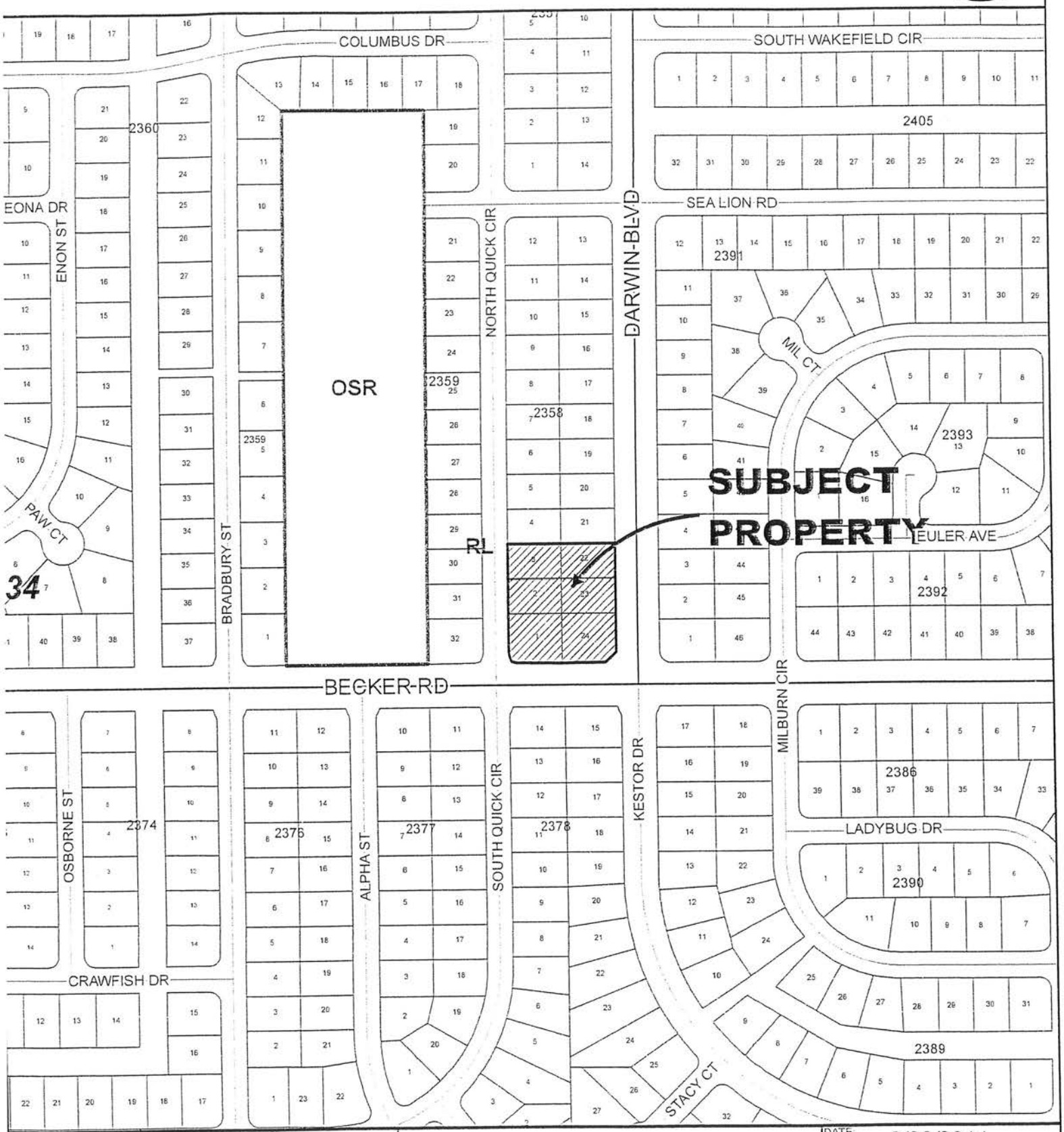
COMPREHENSIVE PLAN AMENDMENT

FLORIDA RECREATION AND INVESTMENTS

SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24

DATE:	3/10/2014
APPLICATION NUMBER:	P14-037
USER:	PatriciaS
SCALE:	1 in = 300 ft

EXISTING LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

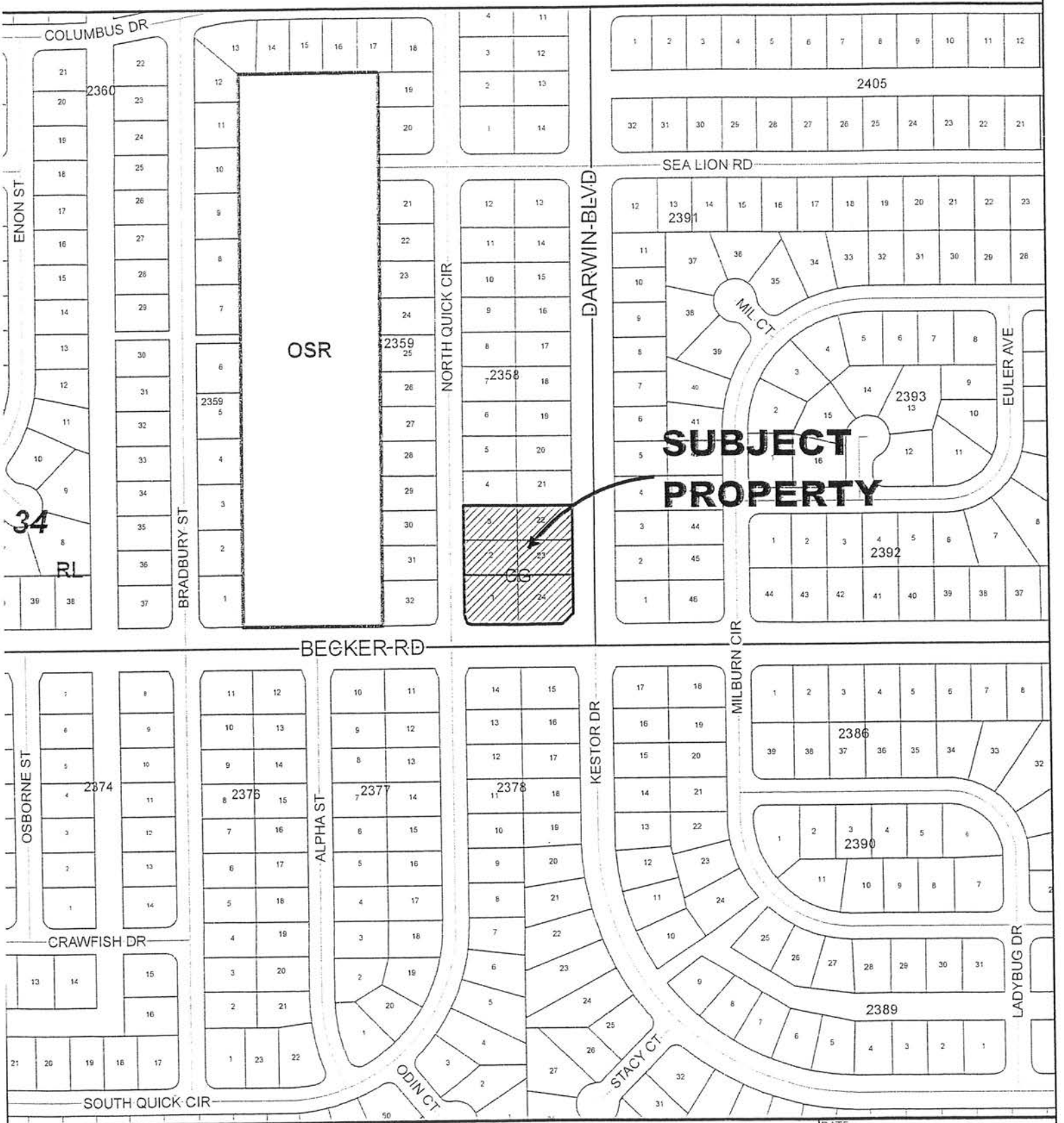
COMPREHENSIVE PLAN AMENDMENT

FLORIDA RECREATION AND INVESTMENTS

SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24

DATE:	3/20/2014
APPLICATION NUMBER:	P14-037
USER:	PatriciaS
SCALE:	1 in = 300 ft

PROPOSED LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

COMPREHENSIVE PLAN AMENDMENT

FLORIDA RECREATION AND INVESTMENTS

SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24

DATE:	3/20/2014
APPLICATION NUMBER:	P14-037
USER:	PatriciaS
SCALE:	1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P14-037
Fee (Nonrefundable)$ 4,022.20
Receipt # 1020

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: rodkennedy@edc-inc.com

PROPERTY OWNER

Name: Florida Recreation and Investments
Address: 2278 Olympic Club Ter
Palm City, Florida 34990
Telephone No.: 772-873-3232 Fax No.: 772-871-9095

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name:
Address:
Telephone No.: Fax No.:

AGENT OF OWNER (if any)

Name: Rod Kennedy, Engineering Design & Construction
Address: 1934 Tucker Court
Fort Pierce, Florida 34950
Telephone No.: 772-462-2455 Fax No.: 772-462-2454

RECEIVED
FEB 28 2014
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PROPERTY INFORMATION

Boundary Description (attach map) Port St. Lucie, Section 34, Blk 2358 Lots 1 -3 and 22-24,
Property Tax I.D. Number 3420-665-0808-000-6
Current Land Use RL (Residential Low) Proposed Land Use Commercial General (CG)
Current Zoning RS-2 (Residential Single Family) Acreage of Property 1.57 Acres

Reason for Comprehensive Plan Amendment:
The Becker Road area is expected to transition from a residential corridor to a more commercial corridor. Please see the attached Justification Statement for additional reasons.

*Signature of Owner

FLORIDA RECREATION & INV. PROP. LLC
by ALFRED WETZEL MANAGING MEMBER
Hand Print Name

2-27-2014
Date

*If signature is not that of owner, a letter of authorization from the owner is needed.

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3197670 OR BOOK ' '4 PAGE 2744, Recorded 04/23/20' at 11:51 AM
Doc Tax: $1400.00

Courthouse Box SLW #89

Prepared By and Return To:
Diane Ally
Fast Title Inc.
698 SW Port St. Lucie Blvd., #104
Port St. Lucie, FL 34953

Property Appraiser's Parcel/I.D. (folio) Number(s)

3420-665-0786-000/5
3420-665-0787-000/2
3420-665-0788-000/9
3420-665-0808-000/6
3420-665-0809-000/3

File No. FT20081998

WARRANTY DEED

THIS WARRANTY DEED dated this 10th day of April, 2008, by SHIRLEY CHERVENY, CREATIVE REALTY MANAGEMENT, INC., A FLORIDA CORPORATION, R & L FLANZBAUM, A/K/A RICHARD FLANZBAUM AND LOUISE FLANZBAUM, DANA BROWN, INDIVIDUALLY AND AS MEMBER OF THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, ED SEIDNER, INDIVIDUALLY AND AS MEMBER OF THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY AND MICHAEL O'JEA, INDIVIDUALLY AND AS MEMBER OF THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY hereinafter called the grantors, to FLORIDA RECREATION & INVESTMENT PROPERTIES, LLC, A LIMITED LIABILITY COMPANY, whose post office address is 2278 OLYMPIC CLUB TERRACE, PALM CITY, FLORIDA 34990 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in ST. LUCIE County, Florida, viz:

LOTS 1, 2, 3, 23, AND 24, BLOCK 2358, OF PORT ST. LUCIE, SECTION 34, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR ST. LUCIE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 15, PAGE 9.

The above described property is not nor has it ever been the homestead of the Grantors. Subject property is vacant land.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

COPY

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

DIANE L. ALLY
Witness Print Name

Witness Signature

Michelle S. Dias
Witness Print Name

SHIRLEY CHERVENY

State of FLORIDA

County of ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared SHIRLEY CHERVENY, who is personally known to me or who produced a driver license as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of April, 2008.

DIANE L. ALLY
MY COMMISSION EXPIRES
April 30, 2011
#DD 838189
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC
STATE OF FLORIDA

Notary Signature

DIANE L. ALLY
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 04/30/11

COPY

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

David Passaty
Witness Signature

David Passaty
Witness Print Name

Delfin Parret
Witness Signature

Delfin Parret
Witness Print Name

Michael O'Jea
MICHAEL O'JEA-INDIVIDUALLY

THREE AMIGOS, LLC
A/K/A 3 AMIGO'S LLC, A FLORIDA
LIMITED LIABILITY COMPANY

Michael O'Jea
MICHAEL O'JEA-MANAGING MEMBER

State of Texas
County of Walker

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared MICHAEL O'JEA both individually and as Managing Member of THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who produced Florida Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 14 day of April, 2008.

MARY DUNSEITH
MY COMMISSION EXPIRES
November 8, 2011

Notary Signature

Mary Dunseith
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 11-8-11

COPY

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Witness Print Name

Witness Signature

REGINE GAY
Witness Print Name

ED SEIDNER-INDIVIDUALLY

THREE AMIGOS, LLC
A/K/A 3 AMIGO'S LLC, A FLORIDA
LIMITED LIABILITY COMPANY

ED SEIDNER-MANAGING MEMBER

State of FLORIDA

County of BROWARD

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared ED SEIDNER both individually and as Managing Member of THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who produced DRIVER LICENSE as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 11 day of April, 2008.

JYOTI V. PATEL
Notary Public - State of Florida
My Commission Expires Jun 16, 2010
Commission # DD 559479
Bonded By National Notary Assn.

Notary Signature

JYOTI V. PATEL
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 6/16/2010

COPY

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances; except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Danielle Farmer
Witness Signature

Danielle Farmer
Witness Print Name

B Turkaj
Witness Signature

BURIM TURKAJ
Witness Print Name

DANA BROWN-INDIVIDUALLY

THREE AMIGOS, LLC
A/K/A 3 AMIGO'S LLC, A FLORIDA
LIMITED LIABILITY COMPANY

DANA BROWN-MANAGING MEMBER

State of Florida

County of Indian River

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared DANA BROWN both individually and as Managing Member of THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who produced FL Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 16 day of April, 2008.

NOTARY PUBLIC STATE OF FLORIDA
JOYCE FIGAROLA
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. AUGUST 14, 2011
COMMISSION DD 701059

Joyce Figarola
Notary Signature

Joyce Figarola
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 8-14-11

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Annette Mallin
Witness Print Name

Cheryl Niemann
Witness Signature

Cheryl Niemann
Witness Print Name

R & L FLANZBAUM,
A/K/A RICHARD FLANZBAUM AND
LOUISE FLANZBAUM

RICHARD FLANZBAUM

LOUSIE FLANZBAUM

State of Florida

County of St. Lucie

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared R & L FLANZBAUM, A/K/A RICHARD FLANZBAUM AND LOUISE FLANZBAUM, who is personally known to me or who produced Florida Dr. Lic. as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of April, 2008.

Cheryl Niemann
Notary Signature

Cheryl Niemann
Notary Print Name

CHERYL NIEMANN
MY COMMISSION EXPIRES
June 15, 2008
#DD 329445
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(SEAL OR STAMP)
My Commission Expires: June 15, 2008

COPY

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

CREATIVE REALTY MANAGEMENT, INC.
A FLORIDA CORPORATION

Witness Signature

LOUISE PINE-PRESIDENT

Annette Mullin
Witness Print Name

Cheryl Niemann
Witness Signature

Cheryl Niemann
Witness Print Name

State of Florida

County of St. Lucie

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared LOUISE PINE, THE PRESIDENT OF CREATIVE REALTY MANAGEMENT, INC., A FLORIDA CORPORATION, who is personally known to me or who produced FL Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of April, 2008.

Cheryl Niemann
Notary Signature

Cheryl Niemann
Notary Print Name

CHERYL NIEMANN
MY COMMISSION EXPIRES
June 15, 2008
#DD 329445
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL OR STAMP)
My Commission Expires: 6-15-08

COPY

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3223739 OR BOOK ' '7 PAGE 2247, Recorded 06/23/2(at 04:34 PM
Doc Tax: $206.50

Courthouse Box SLW #39

Prepared By and Return To:

Diane L. Ally
Fast Title, Inc.
698 S.W. Port St. Lucie Boulevard, Ste. 104
Port St. Lucie, FL 34953

Property Appraiser's Parcel I.D. (folio) Number(s)

3420-665-0807-000/9

File No. 20082025

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED dated this 10th day of June, 2008, by RYAN ANDREW, A SINGLE MAN INDIVIDUALLY AND AS TRUSTEE whose post office address is 4521 PGA Boulevard #201, Palm Beach Gardens, Fl 33418 hereinafter called the grantor, to FLORIDA RECREATION & INVESTMENT PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY whose post office address is: 2278 Olympic Club Terrace, Palm City, Florida 34990 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged and conveyed to the said grantee, and grantee's heirs, executors, administrators and assigns forever, the following described land, situate, lying and being in ST. LUCIE County Florida, to-wit:

LOT 22, BLOCK 2358, OF PORT ST. LUCIE SECTION THIRTY-FOUR, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AN FOR ST. LUCIE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 15, PAGE 9.

And Grantor covenants with Grantee that except as noted, at time of the delivery of this deed:

1. The premises is free from all encumbrances made by Grantor, except as follows: (NONE)

2. Grantor will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

COPY

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Diane L. Ally

Witness Print Name

RYAN ANDREW- INDIVIDUALLY

Witness Signature

J. Upham

Witness Print Name

RYAN ANDREW-TRUSTEE

State of FLORIDA

County of ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared RYAN ANDREW who is/are personally known to me or ___who produced his/her/their Driver's License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 10th day of June, 2008.

DIANE L. ALLY
MY COMMISSION EXPIRES
April 30, 2011
#DD 638169
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Diane L. Ally

Notary Print Name

My Commission Expires: 4/30/11

Florida Recreation & Investment Properties, LLC
2278 Olympic Club Terrace
Palm City, Florida 349990

AGENT CONSENT FORM

Project Name: Becker & Darwin CPA & Rezone

BEFORE ME THIS DAY PERSONALLY APPEARED ALFRED WETZEL, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

> I hereby give CONSENT to Engineering Design & Construction, Inc./Roderick J. Kennedy, P.E. to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to, Northwest Corner of Becker and Darwin Comprehensive Plan Amendment (CPA) and Rezone Applicaiton, for the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a residential development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 26th day of February, 2014, by Alfred Wetzel (Name of Person Acknowledging) who is personally known to me or who has produced FDL W324016404030 (Type of identification) as identification and who did (did not) take an oath.

Jaana D. Jennings
(Signature of Person Taking Acknowledgement)

JAANA D. Jennings
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

County: St. Lucie
(Serial Number, if any)

Notary Public State of Florida
Jaana D Jennings
My Commission EE 857042
Expires 12/09/2016
(Notary's Seal)

Owner's Signature

ALFRED WETZEL
Owner's Name (Print)

2600 S. KANNER HWY Y-1
Street Address

STUART FL 34994
City, State, Zip Code

(772) 240 4669
Telephone

Detail by Entity Name

Florida Limited Liability Company

FLORIDA RECREATION & INVESTMENT PROPERITIES, LLC

Filing Information

Document Number	L04000049924
FEI/EIN Number	861112163
Date Filed	07/06/2004
State	FL
Status	ACTIVE

Principal Address

2278 OLYMPIC CLUB TERRACE
PALM CITY, FL 34990

Mailing Address

2278 OLYMPIC CLUB TERRACE
PALM CITY, FL 34990

Registered Agent Name & Address

ALFRED, WETZEL R
2600 S. KANNER HIGHWAY
APT. Y-1
STUART, FL 34994

Address Changed: 01/07/2006

Authorized Person(s) Detail

Name & Address

Title MGR

WETZEL, ALFRED R
2600 KANNER HIGHWAY APT Y-1
STUART, FL 34994

Title MGR

CHERVENY, SHIRLEY
2278 OLYMPIC CLUB TERRACE

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State of Florida, Department of State

Annual Reports

Report Year	Filed Date
2012	01/16/2012
2013	01/08/2013
2014	01/08/2014

Document Images

01/08/2014 -- ANNUAL REPORT	View image in PDF format
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01/07/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
07/06/2004 -- Florida Limited Liability	View image in PDF format

Justification for Land Use Amendment

Request

The purpose of this application is to request a Future Land Use change. The subject property is located on the northwest corner of Becker Road and Darwin Boulevard. The applicant is proposing to amend the Future Land Use designations of the +/- 1.57 acre property from Residential Low (RL) to Commercial General (CG). This amendment will contribute to an orderly development pattern along Becker Road.

Property History and Site Characteristics

Along with this Comprehensive Plan Amendment Application, the applicant is submitting a concurrent rezoning application to rezone the subject property to General Commercial (CG). The subject property is located within the Urban Service Area of the City of Port St. Lucie. The City will provide water and sewer services to the future development occurring on the property.

The subject property currently has a Future Land Use designation of Residential Low (RL). The property is identified by the following parcel control numbers.

Parcel ID	Acreage
3420-665-0809-000-3	.32 Acres
3420-665-0807-000-9	.23 Acres
3420-665-0786-000-5	.33 Acres
3420-665-0787-000-2	.23 Acres
3420-665-0808-000-6	.23 Acres
3420-665-0788-000-9	.23 Acres
Total	**1.57 Acres**

This request is one of the first to change the Future Land Use designation of a parcel along Becker Road. The existing commercial land uses along the corridor occur at the intersection of Port St. Lucie Boulevard a small property located on the south side of Becker Road at Lassiter Terrace. Over the last several years there have been significant improvements to Becker Road. The roadway is now constructed to a four lane roadway.

In addition to the roadway widening, two new interchanges were also constructed. One was constructed at the Florida Turnpike and more recently the second one was constructed at I-95. Becker Road is the only roadway in the City of Port St. Lucie that has an interchange on both the Florida Turnpike and I-95.

The applicant believes the future of Becker Road in more commercial in character. Especially at the intersections that have traffic signals. There are five traffic signals along Becker. It would appear that commercial development at these intersections would allow residents to obtain goods and services within a short drive of their homes. Today, many residents must drive several miles to obtain goods and services.

There are no wetlands on the subject property. Due to the size, the applicant did not provide a market study.

The applicant understands that the historical policy of the City is keep Becker Road a residential road. The applicant believes that keeping Becker Road residential, would be a lost opportunity for providing a mixture of uses along one of the Cities major roadways.

RECEIVED

APR 24 2014

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

From: Edward Bowers <bromley01@aol.com>
To: beckerroad.rezoene <beckerroad.rezoene@gmail.com>
Subject: the tax poor city of PSL
Date: Mon, Apr 21, 2014 12:01 pm

Dear who ever you are,

I find it strange that a concerned citizen would not sign his name nor give a return address.

BUT as a home owner living near Becker Rd. I do NOT want Becker Rd to become either Port St Lucie Blvd nor
Prima Vista Blvd. Neither add to the value of surrounding properties and the traffic is terrible on both roads. I presume
that Becker was widened because of existing traffic at that time not to turn my neighborhood into a sad definition of "progress".

I also am aware of the empty store fronts in Veranda Falls shopping center and on Port St Lucie Blvd, Prima Vista where they have
erected buildings without businesses. I would propose these vacancies be filled before any more building.

I find Cross Town Parkway a lovely road to represent a "Green City" Perhaps we should have more roads like that.

I will send this letter and a copy of your letter to both the city council and the zoning board of Port St Lucie. With some
planning for the future, Port St Lucie could be a nice town to live in.

Thank you but I do not, repeat not, want Becker Rd. rezoned.

Suzanne Bowers

Suzanne Bowers

Dear Fellow Port St Lucie Property Owners

The Port St Lucie City Council is in the process of planning for the future development of the Becker Road corridor from the TURNPIKE TO I-95.

The City has four laned Becker Road and added all the Utilities necessary for development.

Currently Becker Road is being taxed as Residential property with the city losing thousands of dollars in tax revenue, after spending millions of tax payers' money for all the improvements that have been completed

The City has approved and has issued permits for 360 homes as part of a 2000 acre sub division on Becker Road. The logical development for Becker Road is to provide the conveniences our neighborhood needs.

The only logical development for Becker Road is commercial. We need your help to achieve this.

We are asking for your help. Please E mail us your support and we will present the E mails to the City Council. If you have any questions on this E mail us and we will get back to you.

beckerroad.rezone@gmail.com

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: August 22, 2016
September 12, 2016

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: 16-57 Florida Recreation and Investments – Rezoning Application (P14-038)
Submittal Date:	8/9/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The applicant is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application (P14-037). The rezoning is being submitted so the property is compatible with the proposed General Commercial (CG) future land use.

This application was originally reviewed at the City Council meeting of May 27, 2014, where it was tabled so public input on the entire Becker Road corridor can be considered. This public input was calculated as part of the neighborhood plan for Planning Area 4S. City Council approved the neighborhood plan for Planning Area 4 South on June 13, 2016.

Staff is also requesting the creation of the Becker Road Overlay Zone to help ensure that the community's vision for the Becker Road corridor, as outlined in the approved neighborhood plan, be implemented.

ANALYSIS: See attached staff report

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for Interim City Attorney Azlina Goldstein.

CITY COUNCIL: City Council unanimously recommended to table this small scale comprehensive plan amendment on May 27, 2014 (minutes of this meeting are attached).

PLANNING AND ZONING BOARD: The Planning and Zoning Board, with a vote of 6-1, recommended to deny this rezoning application on May 6, 2014 (minutes of this meeting are attached).

Staff would like to recommend that this rezoning application be sent back to the Planning and Zoning Board to allow them to review the application with City Council's approval of the Planning Area 4 South Neighborhood Action Plan, and staff's updated staff report.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: The property is located on the northwest corner of Darwin Boulevard and Becker Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
AUG 1 1 2016
CITY MANAGER'S OFFICE

ORDINANCE 16 - 57

AN ORDINANCE TO REZONE 1.57 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF DARWIN BOULEVARD AND BECKER ROAD FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS FLORIDA RECREATION AND INVESTMENTS P14-038; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Recreation and Investments Properties, LLC, seeks to rezone 1.57 acres of property located on the northwest corner of Darwin Boulevard and Becker Road and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CG (General Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on May 6, 2014 to consider the rezoning application (P14-038), notice of said hearing to adjoining property owners for a radius of three-hundred (300) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on September 12, 2016 to consider the rezoning application (P14-038), advertising of the public hearing having been made; and

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1: That the property described as Port St Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CG (General Commercial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

ORDINANCE 16 - 57

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
Interim City Attorney

65.02, COUNCIL FINDINGS; SECTION 65.03, DEFINITIONS; AMENDING SECTION 65.04, APPLICABILITY OF CHAPTER; AMENDING SECTION 65.05, AUTHORIZATION OF CITY MANAGER; AMENDING SECTION 65.06, WATER USE RESTRICTIONS; AMENDING SECTION 65.07, PENALTIES; ENFORCEMENT; AMENDING SECTION 65.08, GENERAL PROVISIONS; AMENDING SECTION 65.09, CONTROL OF BACKFLOW AND CROSS CONNECTIONS; AMENDING SECTION 65.10, INTERPRETATION; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-30 aloud by title only. Mayor Faiella opened the Public Hearing. There being no comments, Mayor Faiella closed the Public Hearing. Councilwoman Martin **moved** to approve Ordinance 14-30. Councilman Bowen **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 14-30. The **motion passed unanimously** by roll call vote.

f) ORDINANCE 14-31, AMENDING CHAPTER 53, WELLFIELD PROTECTION; CREATING CHAPTER 67, WELLFIELD PROTECTION; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-31 aloud by title only. Mayor Faiella opened the Public Hearing. There being no comments, Mayor Faiella closed the Public Hearing. Councilman Bowen **moved** to approve Ordinance 14-31. Councilwoman Martin **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 14-31. The **motion passed unanimously** by roll call vote.

9. **OTHER PUBLIC HEARINGS**

There was nothing scheduled under this item.

10. **FIRST READING OF ORDINANCES**

a) ORDINANCE 14-32, AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A FIRST AMENDMENT TO THE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE AND PORT ST. LUCIE LITTLE LEAGUE, INC.

The City Clerk read Ordinance 14-32 aloud by title only. Councilwoman Martin **moved** to approve Ordinance 14-32. Councilman Bowen **seconded** the motion. The City Clerk restated the motion as follows: for approval of Ordinance 14-32. The **motion passed unanimously** by roll call vote.

b) ORDINANCE 14-33, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO

THE FUTURE LAND USE MAP FOR FLORIDA RECREATION AND INVESTMENTS (P14-037) TO CHANGE THE FUTURE LAND USE DESIGNATION RL (LOW DENSITY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 34, BLOCK 2358, LOTS 1 THROUGH 3, AND 22 THROUGH 24, LOCATED ON THE NORTHWEST CORNER OF DARWIN BOULEVARD AND BECKER ROAD PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-33 aloud by title only. Councilwoman Martin said, "I would like to ask the Council to table this item. We have been having this discussion about Becker Road and where we are going to go with it. I noticed that staff has recommended denial based on the fact that it is inconsistent with our Comprehensive Plan. On both sides of this issue, we have requests for development for rezoning and requests to leave certain areas alone. I have had feedback on possibly doing something along the lines of pocket parks. If we go forward with this tonight, we will be piece-mealing Becker Road. I have spoke to the City Manager and the Assistant City Manager, Daniel Holbrook, who oversees the Planning and Zoning Department, to come back to us at the June Workshop and look at a corridor approach, and possibly fit it in with our future Neighborhood Planning to see what it will look like. There have been charrettes that occurred in 2008, and here we are six years later and nothing was done with the corridor because of the economy, because Becker Road was being widened. I'm not saying that I'm not for development, as I am in certain areas. I just want to make sure that when we have an opportunity to deal with Becker Road, we can look at the whole four miles together in one plan, as opposed to piece-mealing it and putting the City in a situation where we are making it a corridor that we don't want. I would like to table it, but I don't want to put it off indefinitely. I realize people have property rights and want to be able to make changes, and everyone should be afforded the opportunity to come forward with those applications. I want to do it as a whole plan and look at it together, as opposed to piecing it together." Mayor Faiella clarified, "So you want to table it to the next Workshop." Councilwoman Martin stated, "I would like to table the item for now, and discuss it in further depth at the Workshop. That area needs to be looked at, as far as being a gateway to the City. There will be more information at the Workshop, and we can see how we want to go from there."

Councilwoman Berger said, "I support that. With this project, there are some consistencies with what we wanted back then. It was the right types of developments in the right areas, and

specific corners make sense. The large Port St. Lucie Boulevard and Becker, and Darwin and Becker areas; those corners are ripe for commercial development, if it is done the right way. Part of what the conversation was back then was if they are going to develop it, we want them to come forward with a package of land. We didn't want them to bring one or two lots forward to develop into commercial property, because it is not consistent with the plan. Options like this one where they have taken six lots and created something that would work for the large amount of people that live there that don't have a lot of options without driving too far. I support tabling it, so we can get some consistency. I hope we don't have to get into another year to two years worth of discussion and charrettees, because it costs money as well. We can take what we have learned and what we like, and leave what we don't." Councilwoman Martin commented, "I agree." Mayor Faiella suggested, "I would like some community input also." Councilwoman Martin remarked, "It will come forward at that time."

The City Clerk read Ordinance 14-33 aloud by title only. Councilman Bowen **moved** to table Ordinance 14-33. Councilwoman Martin **seconded** the motion. The City Clerk restated the motion as follows: for table of Ordinance 14-33. The **motion passed unanimously** by roll call vote.

c) ORDINANCE 14-34, AMENDING THE 2013-14 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 8 PAGES, ATTACHED HERETO AND DESIGNATED AS 2013-14 BUDGET AMENDMENT NO. 2. THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

The City Clerk read Ordinance 14-34 aloud by title only. Councilman Bowen **moved** to approve Ordinance 14-34. Councilwoman Martin **seconded** the motion.

Councilwoman Berger said, "I'm not going to be supporting this because of one particular part. I have questions on other portions of it. If I could have the City Manager get back to me regarding the portion on the FTE count for the City Council Office being increased to 1.63. It is one of the programs that I don't agree with. Many things that are happening out of the City Manager's Office are amazing, but this is one that we just don't agree on. I think that there is an opportunity to solve a problem perhaps, and I appreciate the City Manager's Office looking into to trying to solve that problem. My personal feeling is that it is a problem that could be solved amongst the

Development Director, "Can you give us some direction? We have an issue with the 42 foot lots. How do we approach this?" The Assistant City Manager/Community Development Director stated, "This is one of those interesting cases where you have a PUD Amendment and it is not a black and white issue. Staff shared our concerns and the applicant has stated that they believe those concerns are mitigated by the design they've provided. Your recommendation needs to include any conditions that you believe would be appropriate. If you believe that what they've shared is sufficient, you can recommend approval. If you feel that conditions need be attached to guarantee a certain level of architecture, you can include that. If you're completely opposed to the concept, you have the right to recommend denial. It's an interesting situation. As far as the public's concerns go, the Board will make a recommendation. This will then go on to the City Council as an Ordinance. Ordinances require two readings before the City Council. The first reading is a standard one, and the second one is the Public Hearing. Mr. Finizio noted that there were other issues that needed to be addressed before this goes to the City Council." Vice Chair Ojito stated, "I think that Verano is a commercial venture and the developer is going to create something that is cohesive to the area he is developing in. My opinion is to approve with no conditions." Vice Chair Ojito **moved** to approve P14-032, Verano PUD 1 - PUD Amendment No. 8 & Concept Plan, with no conditions. Chair Kurek stated, "The only condition that was offered by staff was Ambros Way, which is already under construction, so it is not relevant whether we have it in there or not. If we approve it with no conditions, it means we're approving it as presented. It would include the 42 foot lots, which would be reviewed again by the Board and the Site Plan Review Committee." The Assistant City Manager/Community Development Director stated, "All plats that create more than two lots are required to be reviewed by the Site Plan Review Committee, then this Board will make a recommendation and ultimately the City Council has the right to approve." Chair Kurek stated, "So that issue could come up at a later date anyway." The Assistant City Manager/Community Development Director responded in the affirmative. Mr. Martin **seconded** the motion, which **passed unanimously** by roll call vote.

E. P14-037 FLORIDA RECREATION & INVESTMENTS - COMPREHENSIVE PLAN AMENDMENT/SMALL SCALE

Chair Kurek stated, "We have two Items that are concerning Becker Road and Darwin Boulevard. I would ask Mr. Holbrook to explain the status of this area of land." The Assistant City Manager/Community Development Director replied, "The topic of Becker Road has been before this Board and before the City

Council. It's been a topic at a number of Workshops and public charrettes over the past several decades. We're still having this discussion with City Council. They had a Workshop in April, and there were some concerns with this subject that were raised. A petition had been submitted to the City Council, so they recommended that we take up this topic, and try to get more public feedback before we make any additional proposals to the Council. Council discussed a four-mile stretch of undeveloped land between I-95 and the Turnpike. It's undeveloped on the north side and the south side, so the question is whether the land use and zoning be changed, because right now, it would essentially only accommodate single-family residential. It's very obvious that there is no market for it at this time. The current policy is low-density residential and single-family residential zoning on that entire corridor, except for a few intersections, which are primarily on Port St. Lucie Boulevard. We're in the midst of that conversation, and I'm sharing that with the Board to let you know that a policy has been established through the City's Comprehensive Plan, Land Development Regulations, and the Zoning Code. The next two applications are a request to change that policy. Council has had numerous discussions, and has yet to provide direct policy change, but they have asked for additional information. City staff is preparing an RFP, and we'll take this back to a future Council Workshop, hopefully, the one in June. We will confer with Council at that time to see if they wish to hire a consultant to assist us with this matter. Last month, the applicant for these two items requested that these applications be postponed, due to the conversations the City Council was going to have at the Workshop. We'll need to have Public Hearings on these applications, and I'd be happy to answer any questions."

Mr. Finizio stated, "P14-037 is a small scale Comprehensive Plan Amendment application. The owner of the property is Florida Recreation and Investments Properties, LLC. The property is located on the northwest corner of Darwin Boulevard and Becker Road. The approximate size of these lots are 1.57 acres, or 68,285 square feet. The existing zoning is RS-2 (Single-Family Residential), and the existing Land Use is RL (Low Density Residential). The requested land use designation is CG (General Commercial). The applicant is requesting to change the future land use of these six lots from RL (Low Density Residential) to CG (General Commercial), in anticipation of the Becker Road corridor transitioning from a residential corridor to a more commercial corridor. The proposed future land use request is not compatible with the surrounding residential neighborhood located immediately north, east, and west of this site. Objective 1.1.4

of the Future Land Use Element of the City's Comprehensive Plan states, 'Future growth, development, and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with sound planning principles including: the prevention of sprawl; energy efficiency; natural limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities.' Even though the surrounding residential area is primarily vacant, having something as intense as General Commercial Land Use abutting this residential land use would not be consistent with sound planning principles, and could possibly adversely impact the character of the adjacent residential neighborhood."

Mr. Finizio continued, "Over the years, there have been several studies that focused on the Becker Road corridor. These studies looked at changing the land use and zoning from what is primarily residential, and incorporating more non-residential and multi-family uses, because the City was beginning to notice that Becker Road may be well suited for more intense non-residential uses. It is important to note that none of these studies were ever approved, adopted, or implemented. Except for being extended to four lanes, Becker Road hasn't changed all that much throughout the years. As mentioned, there were several studies focusing on Becker Road, where everyone looked at the entire Becker Road corridor. Therefore, any changes made to the Becker Road land use and zoning designation should not be looked at by piecemeal, but as a collective whole. On February 20, 2014, the subject of Becker Road was discussed at the City Council Winter Retreat. Seeking direction from the City Council, the Planning and Zoning staff made a brief presentation that discussed the current status of Becker Road and the major studies that were completed on Becker Road. It was agreed that the topic of Becker Road would be discussed further at a future City Council Workshop. This City Council Workshop took place on April 11, 2014. After a brief introduction, this presentation was pulled because it was felt that meeting with the stakeholders was appropriate prior to making any land use changes on Becker Road. Therefore, until there is a land use policy change for Becker Road, any Comprehensive Plan and/or rezoning approvals for this area should be considered premature, and should not be considered until a Comprehensive Plan has been approved for the entire Becker Road area. The Future Land Use Map identifies this area as low density residential (RL), and converting these six lots to General Commercial could have a negative impact on the Darwin Boulevard and Becker Road intersection, not to mention the surrounding residential

neighborhoods. The applicant has indicated in their attached justification statement that the future of Becker Road is more commercial in character. Not arguing this point, the Planning and Zoning Staff is seeking guidance from the Planning and Zoning Board and the City Council on the future character of the Becker Road corridor. Additionally, with the existing 99,000 square-foot Veranda Falls Shopping Center, approximately 1.8 miles east of this site, it is more than likely that the General Commercial land use sought may be too intense for this intersection. Furthermore, staff would like to address the entire Becker Road corridor, not just lot by lot, or site by site. Until the City Council makes a determination on how they would like the Becker Road corridor to grow, staff believes that any Comprehensive Plan approval for this area is premature. That being said, the Planning and Zoning Department staff finds the petition to be inconsistent with the intent and direction of the City's Comprehensive Plan, and recommends denial of the proposed amendment based on the analysis and findings, as noted in the staff report. Also, staff recommends that new land use policies be established for the Becker Road corridor between I-95 and Florida's Turnpike prior to any individual Comprehensive Plan amendment approvals." Chair Kurek asked if there were any questions.

Ms. White asked, "Mr. Finizio, has there been an interest in commercial ventures along the Becker Road corridor?" Mr. Finizio responded, "There have been four commercial plans submitted in the past, but all of them have expired. There was a proposed CVS on the corner of Port St. Lucie Boulevard and Becker Road. There was a Commercial PUD on the northwest corner of Port St. Lucie Boulevard and Becker Road. There were also two minor Site Plans further to the east, but nothing has ever materialized." Ms. White asked the Assistant City Manager/Community Development Director, "Have the Planning and Zoning Board and the City Council ever come together for a Workshop?" The Assistant City Manager/Community Development Director responded in the affirmative and added, "This is a very appropriate topic for a Workshop. We know that there is interest in this topic, but we don't have a policy change. It is very beneficial for the City Council to hear the Board's opinions on Becker Road. We know what there could be under the current policy. There are approximately four houses in a four mile stretch, and everything else is vacant. I think many people love the green area, but there are property owners who could build houses up and down the entire length, if they chose to. I ask people if they'd want to live there, because a lot of times those properties become rental properties. There are a lot of things that should be considered when we look at changing a policy. At this point,

staff believes this to be premature. If the Board requests a meeting with the City Council, we can put that request forward." Vice Chair Ojito asked the Assistant City Manager/Community Development Director, "Does Planning and Zoning have an up to date vision of how Becker Road should look, based on the research over the years?" The Assistant City Manager/Community Development Director replied, "Planning and Zoning has a variety of studies and visions that have been processed, reviewed, and prepared by City staff or consultants. None of those have received a recommendation of approval. There are a variety of concepts, and they've been presented to the City Council, but none of them have had traction." Vice Chair Ojito stated, "You've submitted a document, which lists homeowners that approve rezoning Becker Road. Does this represent a consensus? How many homeowners are in agreement?" The Assistant City Manager/Community Development Director stated, "I can't give you numbers and statistics, but I'd say that the property owners up and down Becker Road favor change."

Mr. Martin stated, "I'm more familiar with the conversion areas in the City. Can you draw a correlation between what we hope to do with Becker Road versus what we have done with Bayshore Boulevard or Port St. Lucie Boulevard? I would suggest that the latter two are dysfunctional, from a planning perspective." The Assistant City Manager/Community Development Director responded, "City staff, the public, and the elected officials have seen the effects of conversion areas. There is concern that we don't want to duplicate that on Becker Road, or anywhere else in the City. A lot of the sites are too small, and there are conflicting uses when the sites abut residential areas. The question is, do we want change on Becker Road, and if so, what does it look like? There are repercussions sometimes either way, so we need to explore it further. We know what the conversion areas look like, and can learn lessons from them. We can change land uses among certain parcels, while leaving the ones next to them unchanged." Mr. Martin said, "Right now, in our conversion areas, you can build a commercial building on a minimum 20,000 square-foot lot. If we looked at that kind of policy, going forward, we could have many two to three lot conversion packages, which I feel is not in the best interest of the City." The Assistant City Manager/Community Development Director stated, "In the past, we've have presentations regarding lessons we've learned from conversion areas. We've learned that you need more land to adequately accommodate commercial development. Some people choose to build houses, as you can see, on Port St. Lucie Boulevard. There has been new construction in the past decade, even though they are in a conversion area. There are a lot of things that need to be discussed, and the public has a lot of

input on what they'd like to see." Mr. Martin asked, "If we're to help establish a policy, could that policy include minimum lot requirements and buffering? Some of these people who bought property on Becker Road did not expect to be living next to commercial developments. If we make recommendations to the City Council, can we address those types of things?" The Assistant City Manager/Community Development Director replied, "It could definitely be considered." Ms. White stated, "I think Mr. Martin is addressing the bigger issues. This Board should sit down with all the stakeholders and the City Council to develop a grand vision for Becker Road. I'd like to hear from the applicant." Mr. Finizio added, "Brad Currie is acting as the agent for this Item."

BRAD CURRIE, Red Tail Design Group stated, "I'm representing the EDC and Rod Kennedy for the two applications. There is a Comprehensive Plan Amendment to change the land use of the property, and a rezone application as well. We are asking for a Comprehensive Plan Amendment to change the land use from Residential Low to General Commercial, and a Rezoning application to go from RS-2 to CG. Rod Kennedy, and I, and the two property owners that are here today believe that the Becker Road corridor should begin to take on a more commercial character. It is a major roadway in the overall scheme of the City. I will present a few aerial pictures of the property in question." (**Clerk's Note**: Mr. Currie presented aerial views of the property.) Mr. Currie continued, "While there is residential land use and zoning surrounding the property, there are no actual structures abutting the subject property. Darwin Boulevard is a lit intersection. There are two lanes in either direction, and turning lanes at the major intersections. The reason we are here today is because of the past studies. The Assistant City Manager/Community Development Director mentioned that none of the studies were ever adopted by the Board. There are a total of five different studies, and it was discussed in February and April of this year. There has been a lot of discussion about Becker Road, but unfortunately, there hasn't been a lot of action as far as setting a policy. No direction has been given as to what the future will be for that area. The Assistant City Manager/Community Development Director mentioned an RFP to do another study, and I think it's interesting that we would spend time and money on a study when we've done five in the past, and haven't adopted anything. What we're proposing is six lots at a lit intersection. Six lots of land at a major lit intersection is a good commercial corner. Whatever happens in the future, I think this corner will be commercial in the future. I do not believe that moving forward with an application today is premature, because I believe this corner will be a

commercial corner in the future. I believe this is the only section along Becker Road where six lots are under one ownership, except for the intersection of Port St. Lucie Boulevard and Becker Road. There are five major lit intersections along Becker Road. I think that's important, because they are major intersections. Even though the land uses and zonings are residential, it is not a residential roadway. I think the roadway is the most significant change, which has changed the character of the area. Addressing the Southwest Annexation area, Becker Road is proposed to go from I-95 to Range Line Road, which is an existing road. There are supposed to be a total of four roadways that run north and south. One roadway is built now, Village Drive, and the remaining three will go to Gatlin. That will be the only other interchange that all of these residents will use. This area has been annexed into the City, and has received a Comprehensive Plan approval. We are only waiting for the zoning. Becker Road is the only roadway in the entire City that has interchanges on I-95 and the Florida Turnpike. If the future residents want to get to the Turnpike, they're going to take Becker Road. Becker Road from the Turnpike to the Southwest Annexation area will be seeing an increase of trips over time, and is not a street where you would want to build a house."

Mr. Currie continued, "There was a recent article in the paper that stated that Divosta was going to build 358 new homes east of Becker Road. These residents would have to take Becker Road to get to I-95. Becker Road was increased because the City saw that there would be a need to move people from the east part of the City to the west part, and vice versa. The proposed development would have an impact on the future of Becker Road. There was some previous discussion about Becker Road, Port St. Lucie Boulevard, and Bayshore Boulevard. Those are different, in the sense that there were a lot of residential homes before they began to transition. Becker Road is different because there aren't any residential homes; the Assistant City Manager/Community Development Director stated that there were only four homes. As far as General Commercial not being compatible with Residential Low Density, there are many times in the City where these two land uses abut each other. From my experience, it happens a lot. What we're requesting on this property is no different from what happens throughout the City. Mr. Finizio mentioned sprawl in his presentation. I'm a planner, and it is my opinion that having additional commercial along some of the stretch of Becker Road would reduce sprawl. I was speaking to someone who lives on Becker Road, and they mentioned that it would be nice if they didn't have to drive so far to go to a Dunkin Donuts, or a convenience store. Those local uses

close to their home would shorten drive times and reduce the amount of trips on the roadway. Again, Becker Road is the only road that has both and I-95 and a Turnpike interchange. It's a four-lane divided highway, and is not a residential-friendly road. The property we are proposing today has six lots. Regardless of the future, I believe this piece will be commercial. Why hold my client up because of another study? If you were telling me I could move forward after one study, that would be okay, but history says five studies have been done, and no action has been taken. My clients are seeing people come to them asking about commercial development on this property. They've lost several potential tenants because of the lack of not being able to use it for commercial. My client sent out 500 notices to people within a quarter of a mile. She got a 10% return back, which is about 50 people. The majority of those people were in support of the change to commercial. What are we telling the property owners on Becker Road? Are we telling them to develop it as residential? I hope not, because that's not the right move. Are we telling them to develop it as commercial? No, we've said we won't allow commercial. I'd like for you to put yourself in the position of a property owner on Becker Road. Let's say you want to do something with your property, and you're not getting any direction from the City. One such person will speak now."

SHIRLEY CHEVIGNY stated, "I'm one of the property owners. I've been here since 1978, so I've seen a lot of change. There were 11,000 people here when I moved here; there are 170,000 people here now. I was the first person to build an office building west of the Turnpike. I was the first person to build a gas station on Gatlin Boulevard. I'm now looking to do something with this property. This is very unique, in that it is an isolated piece of property. It is bordered on three sides with streets, and has a traffic light. No one is going to build a house on this property. We've waited since 2008 to have the City do something, and they've chosen to do nothing. I'm here asking you for General Commercial so that we can develop it." Chair Kurek opened the Public Hearing.

LARRY BANNISTER stated, "I live at 215 Liseron Way in St. Lucie West, but I also jointly own a piece of property at 211 Quick Street, which is adjacent to the area being discussed today. When they showed these properties, they numbered them one through six. I'm adjacent to number four. I have two grandchildren that live there, and they walk down Darwin Boulevard to get to the bus. There are no sidewalks. There have been a series of children walking to their bus stop and getting struck. Children who live less than two miles from a school are not eligible to ride on a bus. Other than the obvious problems, there is a bigger danger. The small area of

Becker Road, when you get off of I-95, is pretty, so leave it that way. There are plenty of commercial areas to be developed. Why would you take a residential neighborhood and start turning it into another commercial road for the benefit of a few investors? Previous Boards have voted down commercialization. I'd like to see this Board do the same, and keep this as a residential neighborhood."

MICHAEL CONCHLIN stated, "I live at 4671 S.W. Alpha Street, about five houses south of Becker Road. I moved here in 1977. I've also seen a lot of the construction that is going on, and one of the people who used to work for the City a long time ago said, 'If you do what you did, you get what you got.' That was something that stuck in the back of my mind ever since then. I learned a lot from listening and getting involved with the charrette that was held by the Treasure Coast Regional Council about five or six years ago. At that time, they had several hundred people who assisted in developing what could have been called a Master Plan for Becker Road. It was adopted, although Mayor Minsky didn't like the idea. To see this opened up again makes me wonder why the people voiced their opinion in the first place. There were supposed to be traffic circles, specifically at the intersection we're discussing, and one further to the east. None of that came to fruition, but we had hoped that at least it wouldn't become commercialized. We were prepared for it to become Light Commercial. The expectation was that it would be multiple floor units, with office buildings on the bottom and apartments on top. We were willing to have that, because people would be in a neighborhood with Light Commercial. To see someone trying to profit by changing this property into Heavy Commercial is exactly what we don't want."

DIANE STROUD stated, "I live at 332 S.W. South Quick Circle, which intersects with Becker Road, and is about a block from Darwin Boulevard. I just moved here from Illinois in November of 2012. I picked the area because of the serenity in the neighborhood, and because it wasn't surrounded by commercial property. The first Planning and Zoning meeting I ever attended was when this item came up on the agenda, and it was tabled at that time. I then went to the Workshop, and City Council tabled it, because Councilwoman Martin said she wanted to talk to the homeowners. When the study was done in 2008, there were a lot of people who didn't live there yet. I would hate to see it turn into Bayshore Boulevard. It would break up the serenity, which is the reason we like it there."

OLIVER BROWN stated, "I reside at 473 S.W. Kestor Drive. I'm in the proverbial eye of the storm. I'm directly across the street from the subject site. I relocated here six years ago from New York City, and I had a certain view of how I wanted to raise my young children. The environment of the community in which I made

a long term investment to buy a home is subject to change, and I am very concerned. I love the environment in the community. The first couple of years after I moved here, I spent some time in Ft. Lauderdale. A lot of the things I saw in Brooklyn is what I saw in south Florida, and I see it transitioning north to Port St. Lucie and the neighboring counties. I'm all for change and development, but the essence of family and community needs to hold true within our society, it is being breached here. Many of the concerns I have with this particular rezoning classification and possible commercial development would include lighting, rodent infestation, the increase in traffic, the quality of life, safety for our children and families, increased water usage, and property value ramifications. I'm not sure what kind of business they wish to put in place, but the hours of operation could influence the type of people who would be in the area at any given time of the night. Being a father, I wish to preserve a certain lifestyle for my children, and I don't want to see that taken away. You mentioned all the corridors in Port St. Lucie where this transition has taken place, specifically, Bayshore Boulevard and Port St. Lucie Boulevard. I do not want to see Becker Road turn into that, and I vehemently oppose this rezoning."

There being no further comments, Chair Kurek closed the Public Hearing. Mr. Currie said, "I don't have any direct response to the comments. They were fairly general comments about not wanting commercial development. As I was sitting here, I was thinking about how I own an office building on Port St. Lucie Boulevard. Port St. Lucie Boulevard is getting a lot of negative comments, but I love my office building. I back right up to neighbors, and I leave at 5 p.m. or 6 p.m. I also think of Prima Vista Boulevard from Airoso Boulevard to U.S. 1. It's a four-lane roadway, which is similar, with the exception of the divided median. I sit on the St. Lucie Code Enforcement Board, and that's the heaviest area of Code Enforcement for all of St. Lucie County, because they are winter-occupied houses. They can't sell them, because no one wants to live there, so they are typically rented out. When thinking about planning, I would consider Prima Vista Boulevard to follow the Do Nothing Plan. There are derelict houses there. I'd rather have my office building on Port St. Lucie Boulevard than one of the derelict houses on Prima Vista Boulevard. I don't know why the roundabouts weren't built. If we are approved, we will build sidewalks along our frontage, and there are existing sidewalks along Becker Road. Safety is very important to us."
Ms. White asked, "How many applications have come to the City from this owner?" Mr. Currie responded, "The applicant has submitted two applications, which are the ones before you today.

This is the only time they've ever submitted applications." Ms. White stated, "They've owned the property since 2008, but this is the first time they've come forward." Mr. Currie responded in the affirmative. Mr. Sanders asked, "Mr. Currie, have you considered submitting a PUD in lieu of General Commercial?" Mr. Currie replied, "I'm not as familiar with the Code as I should be. The majority of the more intensive uses, for example, gas stations or convenience stores, are Special Exception Uses. We won't be able to put a gas station up overnight, we'd have to come back before this Board and ask for a Special Exception. To be honest, I don't think it's a good spot for a gas station. I actually like neighborhood convenience stores. I like being able to go for a short drive to get my goods. Any of the aforementioned uses would have to come back before this Board." Chair Kurek stated, "We can approve this, deny it, or table it again. I truly sympathize with Mr. Currie and his client. The Council can't seem to figure out what they want to do with this. The last study was in 2008." The Assistant City Manager/Community Development Director stated, "That was a unique study that was used and funded by the FDOT to show a typical conversion in a pre-platted corridor." Chair Kurek stated, "The other studies were in 2006, and the economy has changed a lot since then, so we have to rethink what we're doing. This is a situation where we need to rethink what we want to do. I'm not sure that this Board is in a position to push it forward. I will not be voting in favor of this." Mr. Martin stated, "I've been on this Board for five years, and I try to be logical and ask a lot of questions. I would like to know what came first, was it a commercial zone next to residential, or was it residential that was converted? In this case, we have a 4.5 mile stretch that's going to be a key corridor. The applicant stressed how integral that four mile stretch will be going forward. I think we need to get this right. I don't want to see this conversion area turned into another Port St. Lucie Boulevard, Bayshore Boulevard, or Prima Vista Boulevard. I agree with Mr. Currie, I'm sure he likes his converted house, and that's appropriate. We're the ninth largest city in Florida. My vision for this is Heavy Commercial. You're going to see national brands on that road. I can imagine lifting the height standard to allow buildings taller than 35 feet. With that said, I think it needs to be handled delicately. These people bought property adjacent to a road that was strictly residential ten years ago. The public input is going to be contrary to what I believe, and my vision for that four mile stretch. In most cases, if you bought property next to a commercial zoned property, you should've done more due diligence. In this case, the people that bought adjacent to Becker Road bought what they thought was residential. In most cases, I have very little

sympathy for people who buy next to commercial, then say they don't want commercial use. In this case, it's going to be tough. I think we need to go back to the Land Development Regulations. We need to have minimum sizes, minimum depths, and change buffering. I think this is going to be a very significant General Commercial corridor throughout the City. We can't allow this one to take place, because it'll set a precedent, and then we'll have the same situation we have on Bayshore Boulevard, Port St. Lucie Boulevard, and Prima Vista Boulevard. I can't support making any changes to this corridor at this time."
Vice Chair Ojito stated, "I'd like to give the opposite opinion. This corridor can also be like the Crosstown Parkway, where there is no commercial. I wouldn't recommend approving this Item either, because it can be the opposite. I think that we should have a joint meeting with City Council to move this subject along and get more public input." Ms. White stated, "It's unfortunate that the property owner has owned the property since 2008, and has watched the property just sit there. The traffic light was put in, and I'm not sure why. It may have been because of the school. They have an opportunity to sell that property, and make it commercial, but I'm not sure if that's their intent. I said before that I would hold my personal comments, because I live in Southbend, which abuts to Becker Road. My neighborhood would also be affected by any commercial industry along Becker Road, because people may want to venture through Southbend to get to Becker Road. When they opened the Becker Road corridor to Southbend, I knew we were going to have additional traffic. The commercial aspects on Becker Road are not doing well. At this time, I can't see how any commercial can be successful. I will not be recommending approval. We need to look at the broader picture, and have a meeting with all of the stakeholders."
Secretary Martin stated, "The application itself is reasonable. I share the thought that there will be commercial on this corridor in the future. I think it's important to take a comprehensive look at it overall, but I'm frustrated, because we tabled this Item to today's meeting in order to have dialogue with the City Council. I don't know if my one lone vote in favor of this will convey the importance of this topic to the City Council. I don't think it's fair to kick the can down the road to the applicant, nor the residents, who are in a state of flux. I'd like to see something definitive done, and if that's a vote in favor of this, that's what I'll do."

Chair Kurek stated, "I think I see a consensus here. Do we want to deny this Item or table it again?" Mr. Martin **moved** to deny P14-037. Vice Chair Ojito **seconded** the motion. The motion to deny passed by roll call vote, with Chair Kurek, Mr. Martin, Ms.

Breakenridge, Ms. White, Vice Chair Ojito, and Ms. Skurka voting in favor; and Secretary Martin voting against.

Ms. White **moved** to request City staff organize a Workshop between the Planning and Zoning Board and the City Council to discuss the Becker Road corridor. Vice Chair Ojito **seconded** the motion, which **passed unanimously** by roll call vote.

F. P14-038 FLORIDA RECREATION & INVESTMENTS - REZONING

Mr. Finizio stated, "This is a rezoning application, and is concurrent with the Comprehensive Plan Amendment. The existing zoning is Single Family residential, or RS-2, and the requested zoning is General Commercial. As noted in the Comprehensive Plan Application, staff believes the proposed zoning request is not compatible with the surrounding residential neighborhoods located immediately north, south, and west of the site. Having something as intense as general commercial abutting residential zoning would not be consistent with sound planning principles, and has the potential to adversely impact the character of the adjacent residential neighborhood. That being said, the Planning and Zoning Department staff finds the current petition to be inconsistent with the intent and direction of the City's Comprehensive Plan, and recommends denial of the proposed amendment based on the analysis and findings, as noted in the staff report."

Chair Kurek opened the Public Hearing. There being no comments, Chair Kurek closed the Public Hearing. Ms. White **moved** to deny P14-038, Florida Recreation & Investments - Rezoning. Ms. Skurka **seconded** the motion. The motion to deny P14-038 passed by roll call vote, with Chair Kurek, Mr. Martin, Ms. Breakenridge, Ms. White, Vice Chair Ojito, and Ms. Skurka voting in favor; and Secretary Martin voting against.

G. P14-042 VINCENZO MARZELLA/ST. LUCIE CRICKET CLUB - SPECIAL EXCEPTION USE

Ms. Kuruvilla stated, "This is a Special Exception Use application for the St. Lucie County Cricket Club. The applicant is Brad Currie, with Redtail Design Group. The owner is Vicenzo Marecella. The property is located on the east side of SW South Macedo Boulevard, between SW Lakehurst Drive and SW Swan Avenue. The legal description is Lots 16, 17, and 18, Block 74, Port St. Lucie Section 28. The approximate size is 0.69 acres. The existing zoning is WI, Warehouse Industrial, and the applicant is requesting a zoning to CS, Service Commercial. The Second Reading is at next week's Council Meeting on May 12th. The

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **CITY COUNCIL - MEETING OF AUGUST 22, 2016**

FROM: **JOHN FINIZIO, PLANNER**

RE: **FLORIDA RECREATION AND INVESTMENTS REZONING APPLICATION PROJECT NO. P14-038**

DATE: **AUGUST 9, 2016**

PROPOSED USE: The applicant is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application. The rezoning is being submitted so the property is compatible with the proposed future land use.

This application was first reviewed at the City Council meeting of May 27, 2014, where it was tabled so public input on the entire Becker Road corridor could be considered. This public input was calculated as part of the neighborhood plan for Planning Area 4S. City Council approved the neighborhood plan for Planning Area 4S on June 13, 2016.

APPLICANT: Rod Kennedy, Engineering Design & Construction. The authorization letter is attached to the staff report.

OWNER: Florida Recreation and Investments Properties, LLC.

LOCATION: The property is located on the northwest corner of Darwin Blvd. and Becker Rd.

LEGAL DESCRIPTION: Port St. Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24.

SIZE: 1.57 acres, or 68,285 square feet.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant.

SURROUNDING USES: North = RS-2 (Single Family Residential) zoning, currently vacant. South = Becker Road, beyond is RS-2 (Single Family Residential) zoning, currently vacant. East = Darwin Blvd., beyond is RS-2 (Single Family Residential) zoning, currently vacant. West = RS-2 (Single Family Residential) zoning, currently vacant.

REQUESTED ZONING: CG (General Commercial).

FUTURE LAND USE: Currently the future land use for this property is RL (Low Density Residential), but a comprehensive plan amendment application has been submitted (P14-037) to change the future land use to CG (General Commercial).

IMPACTS AND FINDINGS:

Land Use Consistency: Over the years there have been several studies that focused on the Becker Road corridor. These studies looked at changing the land use and zoning from what is primarily residential and incorporating more non-residential and multi-family uses, because the City was beginning to notice that the Becker Road corridor may well be suited for more intense non-residential uses. It is important to note that none of these studies were ever approved, adopted or implemented, and except for being extended to four lanes, Becker Road hasn't changed all that much throughout the years.

On February 20, 2014 the subject of Becker Road was discussed at the City Council Winter Retreat. Seeking direction from City Council, the Planning and Zoning Department staff made a brief presentation that discussed the current status of the Becker Road corridor and the major studies that were previously completed on Becker Road. Staff was seeking direction from City Council on how to proceed with development on the Becker Road corridor. It was agreed that the topic of Becker Road will be discussed further at a future City Council workshop.

The subject of Becker Road was again brought up at the City Council workshop on April 11, 2014. After a brief introduction, this presentation was pulled by Councilwoman Martin due to lack of stakeholder input. Shortly after this April workshop a solicitation request for a neighborhood planning RFP was approved for the Planning and Zoning Department. This RFP was for the creation of a neighborhood plan that would cover six (6) planning areas of the City.

At the conclusion of this RFP process, Tindale Oliver, a planning, design, and engineering organization, was contracted to complete neighborhood plans for six planning areas, which included planning areas 1, 3, 4N, 4S, 6, and 7. In addition to these basic neighborhood plans, the RFP also required Tindale Oliver to focus on the

Becker Road corridor, which was being rolled up into the neighborhood planning project and required to be completed with the neighborhood for planning area 4S.

There was quite a bit of public outreach involved in the overall planning process. This included citywide focus groups, public workshops, as well as a focus group specifically for the Becker Road property owners. Even though the subject of Becker Road was discussed at all the workshops for Planning Area 4S, the Becker Road Focus Group provided us with the clearest picture of what the shareholders want to see developed along the Becker Road corridor, and this information was included in the neighborhood plan for Planning area 4S.

The main topics that were discussed during the Becker Road Focus Group included:

1. Discussing lot requirements, such as sizes, depth and other setbacks,
2. Identifying potential commercial and mixed use areas along the corridor,
3. Discussing the appropriate building scale and orientation,
4. Possible neighborhood services for the area,
5. Importance of public parks and recreation centers,
6. Location and importance of gateway and entry signage.

All this information was assimilated and included in the Planning Area 4S Neighborhood Action Plan in Becker Road Overlay District.

The Planning Area 4S Neighborhood Action Plan was one of three neighborhood plans presented to City Council for their review at their June 13, 2016 City Council meeting. After a short presentation from staff, and some discussion from council, there was a motion to approve these neighborhood plans. The motion was then passed unanimously.

Planning and Zoning Staff will be preparing a corridor wide comprehensive plan amendment, which will help direct growth along the Becker Road corridor as identified in the neighborhood plan for Planning Area 4S. However, since this application was submitted, and subsequently tabled by City Council on May 27, 2014, it was determined to bring this rezoning application back to City Council prior to the corridor wide compressive plan amendment staff will be submitting in the future.

With the approval of the Becker Road Overlay District, it is clearly evident that the City is beginning to see the Becker Road corridor as something other than a residential corridor. Therefore, rezoning this property from RS-2 (Single Family Residential) to CG (General Commercial) is not expected to have an adverse impact on the surrounding neighborhood. The rezoning of this property is consistent with the direction and policies of the City's Comprehensive Plan. In particular objective 1.1.4 which states, "Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with: sound planning principles including the prevention of sprawl; energy efficiency, natural

limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities."

The applicant also submitted a small scale comprehensive plan amendment to be reviewed concurrently with this rezoning application (P14-037, Florida Recreation and Investments Small Scale Comprehensive Plan Application). This comprehensive plan amendment is to change the land use from RL (Low Density Residential) to CG (General Commercial).

Please note: Staff is recommending the creation of the Becker Road Overlay District to help ensure that the community's vision for the Becker Road corridor, as outlined in the approved neighborhood plan, be implemented. This overlay district should also be included in the Land Use Element of the City's Comprehensive Plan to highlight this area as being unique and requiring additional design requirements as outlined in the approved neighborhood plan.

Compliance With Conversion Area Requirements: Currently this area is not located in any conversion area. If the rezoning receives approval we are recommending that the properties be combined together through a unity of title.

The Planning Area 4 South Neighborhood Action Plan that was recently approved by City Council, is recommending that an overlay district be created for the Becker Road corridor, staff is currently working on a large scale comprehensive plan amendment, as well as an overlay district for this area as outlined in the Becker Road Overlay District.

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development. A developer's agreement with the City Utilities Department, that is consistent with the adopted levels of service, is required prior to the issuance of building permits.

Environmental: As identified above, the applicant has submitted a comprehensive plan amendment to be reviewed concurrently with this rezoning application. Submitted with the comprehensive plan amendment was an environmental assessment for these sites. As identified in this Environmental Assessment, the site shows signs of past disturbances with non-natural topography such as fill piles, concrete rubble, and small borrow pits. The report also states that the entire site is devoid of native wetland or upland habitat. The site does contain some native trees, shrubs and ground cover plant species, but coverage is minimum and scattered.

The site is less than two (2) acres and therefore is not required to subscribe to the City's upland mitigation requirements. However, the site is still required to adhere to the City's Tree Protection requirement, and therefore the applicant is required to protect, or mitigate for any tree with a 12 inch dbh (diameter breast height) or greater. A tree

survey is required to show the location of all trees on the site and identify each tree's dbh.
It is also important to note that the Environmental Assessment has identified the potential presence of gopher tortoises on site. Prior to any development plans, a gopher tortoise survey covering the entire site must be completed and submitted for review.

Schools: Not applicable as this is for a commercial project.

Other: As required by §158.126 (L), an approved site plan is required before any on-site and off-site improvements can be made to ensure compliance with all City rules and regulations.

As recommended by the Planning Area 4 South Neighborhood Action Plan, City staff is working on creating an overlay district for the Becker Road area, until this overlay district has been approved, staff is recommending that no site plan for this property be submitted for review.

§153.04 (G) (1), Landscape Buffer Strips Abutting Residential or Open Space Land Uses – Wall Required: any commercial, institutional, office, or public facility uses that abuts residential or open space land is required to construct a 10 foot landscape buffer strip with an architectural wall. Since this property abuts residential property to the north, east, and west, rezoning to General Commercial would require the buffer strip and the architectural wall, as defined in §153.04 (G) (1) (b), along the southern property line.

Currently these six lots have not been unified. A request to unify these properties was submitted to the City's Legal Department on March 19, 2014 to prepare and record a unity of title for these lots. This unity of title will need to be approved prior to the application being reviewed by City Council.

In an effort to ensure that development proceeds as outlined in the approved neighborhood action plan for Planning Area 4S, staff is requesting the approval of the Becker Road Overlay District prior to the issuance of any site plan approvals.

STAFF RECOMMENDATION:

With the subsequent approval of the Planning Area 4 South Neighborhood Action Plan by City Council, The Planning and Zoning Department staff finds the petition to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING AND ZONING BOARD - MEETING OF MAY 6, 2014

FROM: JOHN FINIZIO, PLANNER JF

RE: REZONING APPLICATION
PROJECT NO. P14-038
FLORIDA RECREATION AND INVESTMENTS

DATE: APRIL 21, 2014

APPLICANT: Rod Kennedy, Engineering Design & Construction. The authorization letter is attached to the staff report.

OWNER: Florida Recreation and Investments Properties, LLC.

LOCATION: The property is located on the northwest corner of Darwin Blvd. and Becker Rd.

LEGAL DESCRIPTION: Port St. Lucie Section 34, Block 2358, Lots 1 through 3, and 22 through 24.

SIZE: 1.57 acres, or 68,285 square feet.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant.

SURROUNDING USES: North = RS-2 (Single Family Residential) zoning, currently vacant. South = Becker Road, beyond is RS-2 (Single Family Residential) zoning, currently vacant. East = Darwin Blvd., beyond is RS-2 (Single Family Residential) zoning, currently vacant. West = RS-2 (Single Family Residential) zoning, currently vacant.

REQUESTED ZONING: CG (General Commercial).

FUTURE LAND USE: Currently the future land use for this property is RL (Low Density Residential), but a comprehensive plan amendment application has been submitted (P14-037) to change the future land use to CG (General Commercial).

PROPOSED USE: The applicant is seeking concurrent review of this rezoning application along with a proposed comprehensive plan amendment application. The rezoning is being submitted so the property is compatible with the proposed future land use.

IMPACTS AND FINDINGS:

Land Use Consistency: As noted in the comprehensive plan application, the proposed future land use request is not compatible with the surrounding residential neighborhood located immediately north, east, and west of this site. Objective 1.1.4 of the Future Land Use Element of the City's Comprehensive Plan states, "Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map. The land use map should be consistent with: sound planning principles including the prevention of sprawl; energy efficiency, natural limitations; the goals, objectives, and policies contained within this Comprehensive Plan; and the desired community character, and to ensure availability of land for future demand and utility facilities." Even though the surrounding residential area is primarily vacant, having something as intense as General Commercial Land Use abutting residential land use would not be consistent with sound planning principles and has the potential to adversely impact the character of the adjacent residential neighborhood.

Over the years there have been several studies that focused on the Becker Road corridor. These studies looked at changing the land use and zoning from what is primarily residential and incorporate more non-residential and multi-family uses, because the City was beginning to notice that the Becker Road corridor may well be suited for more intense non-residential uses. It is important to note that none of these studies were ever approved, adopted or implemented, and except for being extended to four lanes, Becker Road hasn't changed all that much throughout the years. As mentioned, there were several studies focusing on the Becker Road corridor, and every one looked at the entire Becker Road corridor. Therefore any changes made to the Becker Road land use and zoning designation should not be looked at being done piecemeal, but as a collective whole.

On February 20, 2014 the subject of Becker Road was discussed at the City Council Winter Retreat. Seeking direction from City Council, the Planning and Zoning Department staff made a brief presentation that discussed the current status of the Becker Road corridor and the major studies that were completed on Becker Road. Staff was seeking direction from City Council where to proceed with the Becker Road. corridor. It was agreed that the topic of Becker Road will be discussed further at a future City Council workshop.

The subject of Becker Road was again brought up at the City Council workshop on April 11, 2014. After a brief introduction, this presentation was pulled by Councilwoman Martin because she felt that meeting with the stakeholders is appropriate prior to making any land use changes along the Becker Road corridor. Therefore, until there is a land use policy change for Becker Road, any comprehensive plan and/or rezoning approvals for this area should be considered premature, and should not be considered until a comprehensive plan has been approved for the Becker Road area.

The future land use map identifies this area as low density residential (RL); in fact most of the Becker Road Corridor has this future land use designation, and converting these six (6) lots to General Commercial could have a negative impact on the Darwin Boulevard/Becker Road intersection and the surrounding residential neighborhoods.

Along with this rezoning application, the applicant also submitted a small scale comprehensive plan amendment to be reviewed concurrently with this rezoning application (P14-037, Florida Recreation and Investments Small Scale Comprehensive Plan Application). In this application, the applicant has indicated that the future of Becker Road is more commercial in character. Therefore, the Planning and Zoning Staff has identified that we are seeking guidance from The Planning and Zoning Board and City Council on the future character of the Becker Road corridor. Also, with the existing 99,000 square foot Veranda Falls shopping center approximately 1.8 miles east of this site, it is more than likely that the General Commercial land use sought may be too intense for this intersection. Furthermore, staff would like to address the entire Becker Road corridor not just go lot by lot, or site by site. Until City Council makes a determination on how they would like the Becker Road corridor to mature, staff believes that any comprehensive plan or rezoning approvals for this area are premature.

***Compliance With Conversion Area Requirements*:** Currently this area is not located in any conversion area. If the rezoning receives approval we are recommending that the properties be combined together through a unity of title.

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development. A developer's agreement with the City Utilities Department, that is consistent with the adopted levels of service, is required prior to the issuance of building permits.

Environmental: As identified above, the applicant has submitted a comprehensive plan amendment to be reviewed concurrently with this rezoning application. Submitted with the comprehensive plan amendment was an environmental assessment for these sites. As identified in this Environmental Assessment, the site shows signs of past disturbances with non-natural topography such as fill piles, concrete rubble, and small borrow pits. The report also states that the entire site is devoid of native wetland or upland habitat. The site does contain some native trees, shrubs and ground cover plant species, but coverage is minimum and scattered.

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It is also important to note that the Environmental Assessment has identified the potential presence of gopher tortoises on site. Prior to any development plans, a gopher tortoise survey covering the entire site must be completed and submitted for review.

Schools: Not applicable as this is for a commercial project.

Other: As required by §158.126 (L), an approved site plan is required before any on-site and off-site improvements can be made to ensure compliance with all City rules and regulations.

§153.04 (G) (1), Landscape Buffer Strips Abutting Residential or Open Space Land Uses – Wall Required: any commercial, institutional, office, or public facility uses that abuts residential or open space land is required to construct a 10 foot landscape buffer strip with an architectural wall. Since this property abuts residential property to the north, east, and west, rezoning to General Commercial would require the buffer strip and the architectural wall, as defined in §153.04 (G) (1) (b), along the southern property line.

Currently these six lots have not been unified. A request to unify these properties was submitted to the City's Legal Department on March 19, 2014 to prepare and record a unity of title for these lots. This unity of title will need to be approved prior to the application being reviewed by City Council.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be inconsistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends denial.

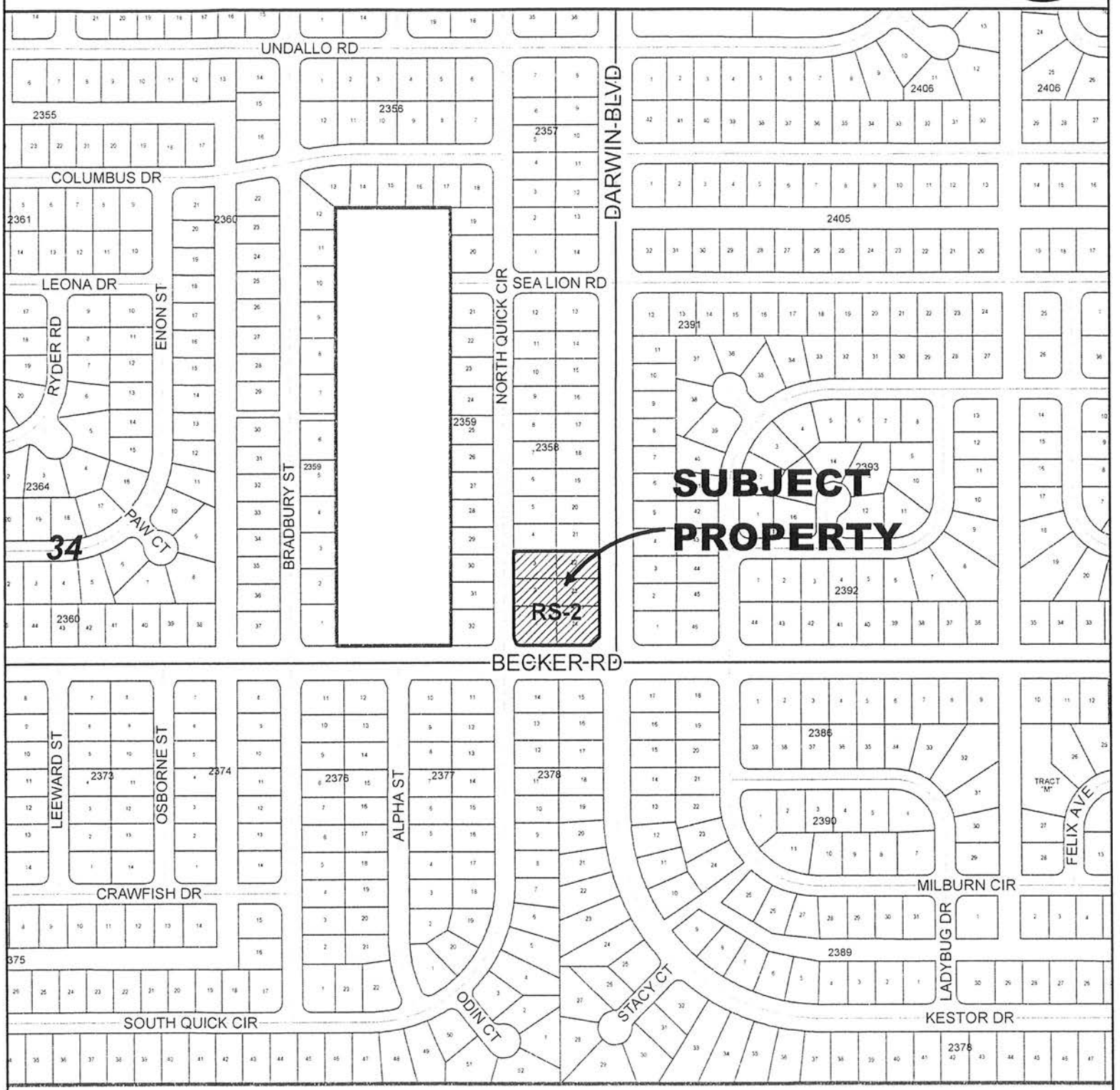
Additionally, staff recommends that new land use policies be established for the Becker Road corridor between I-95 and Florida's Turnpike prior to any individual comprehensive plan amendment and/or rezoning approvals.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

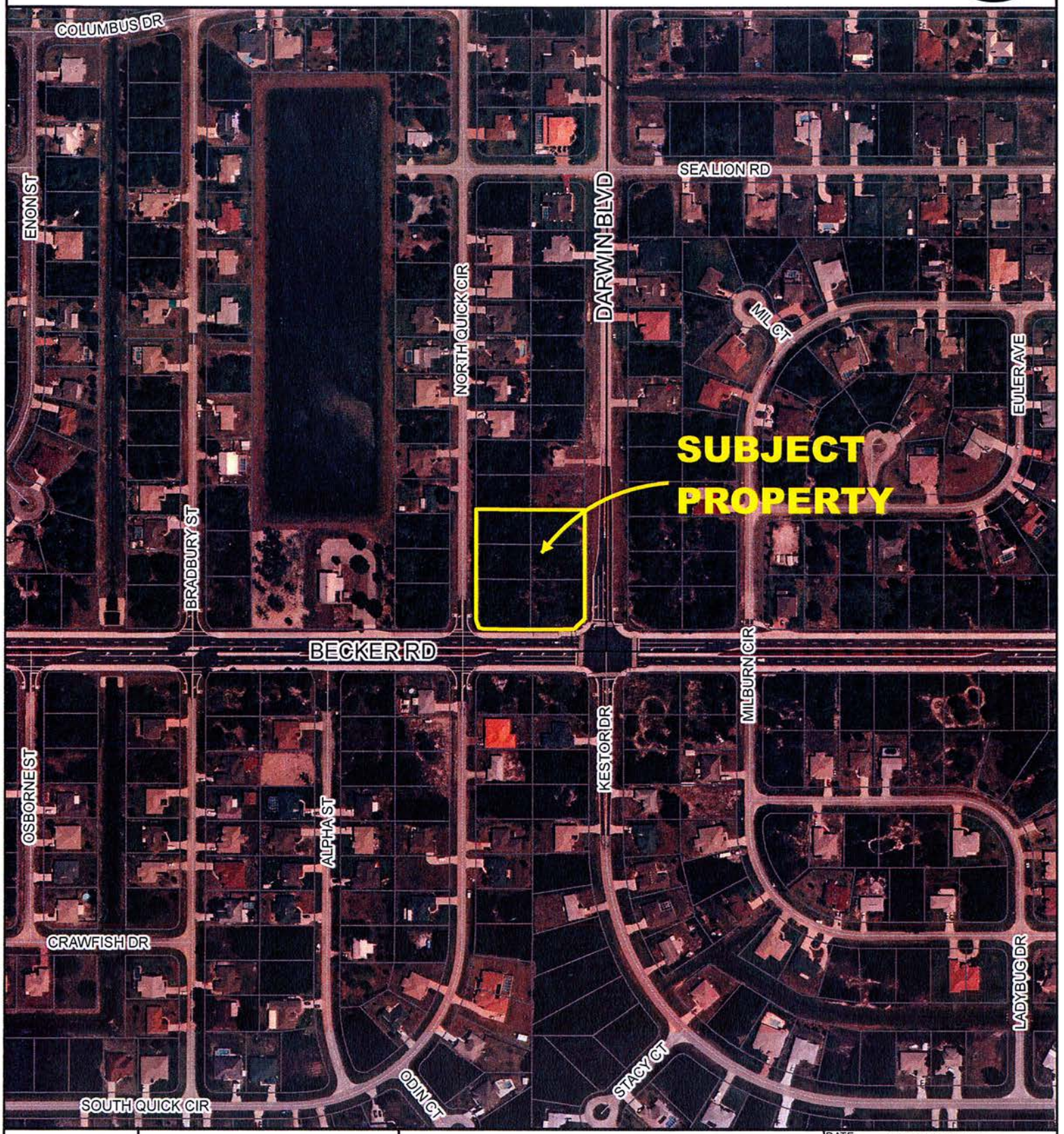
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

SITE LOCATION



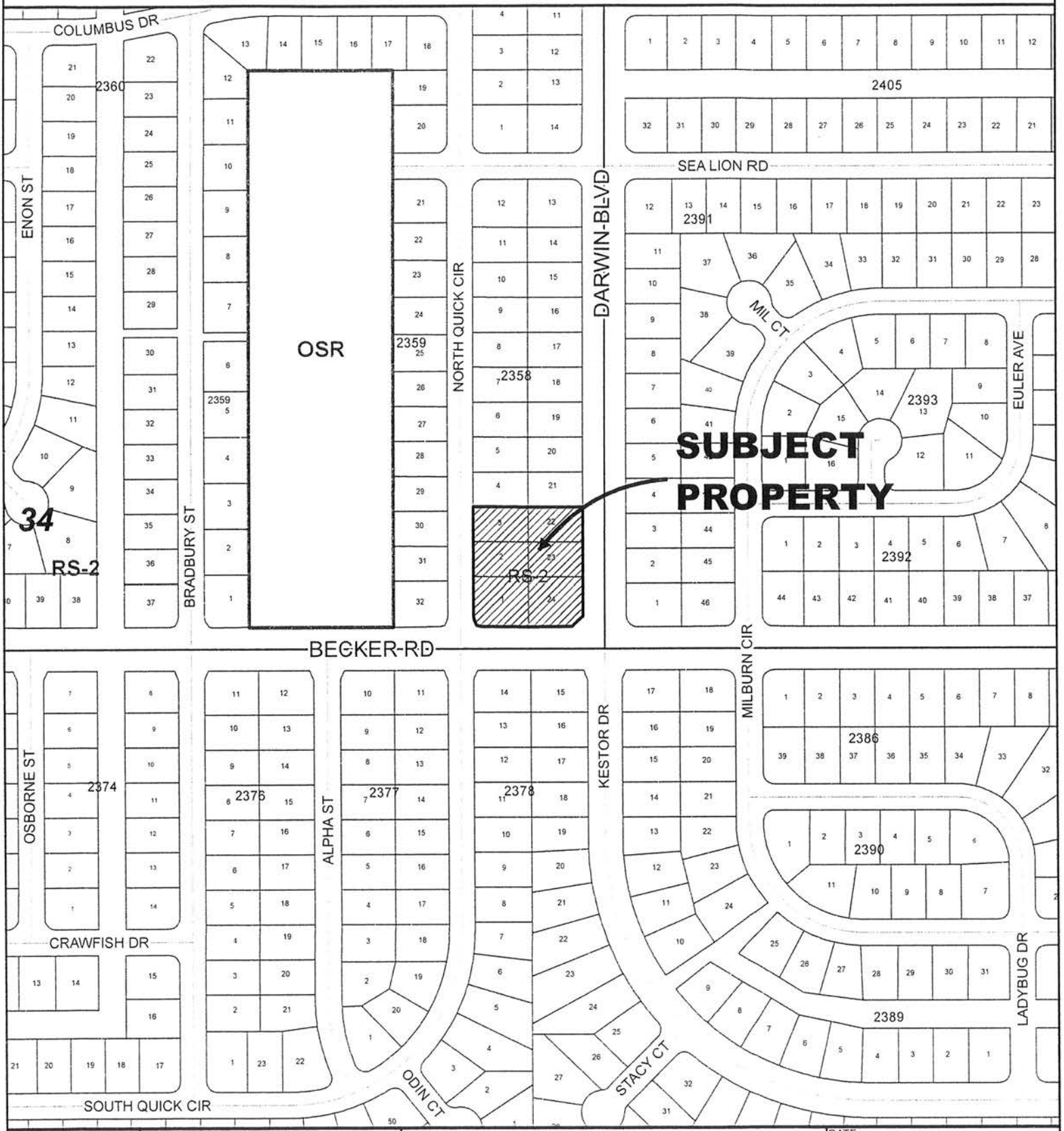
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24	DATE: 3/10/2014 APPLICATION NUMBER: P14-038 USER: PatriciaS SCALE: 1 in = 400 ft

SITE LOCATION



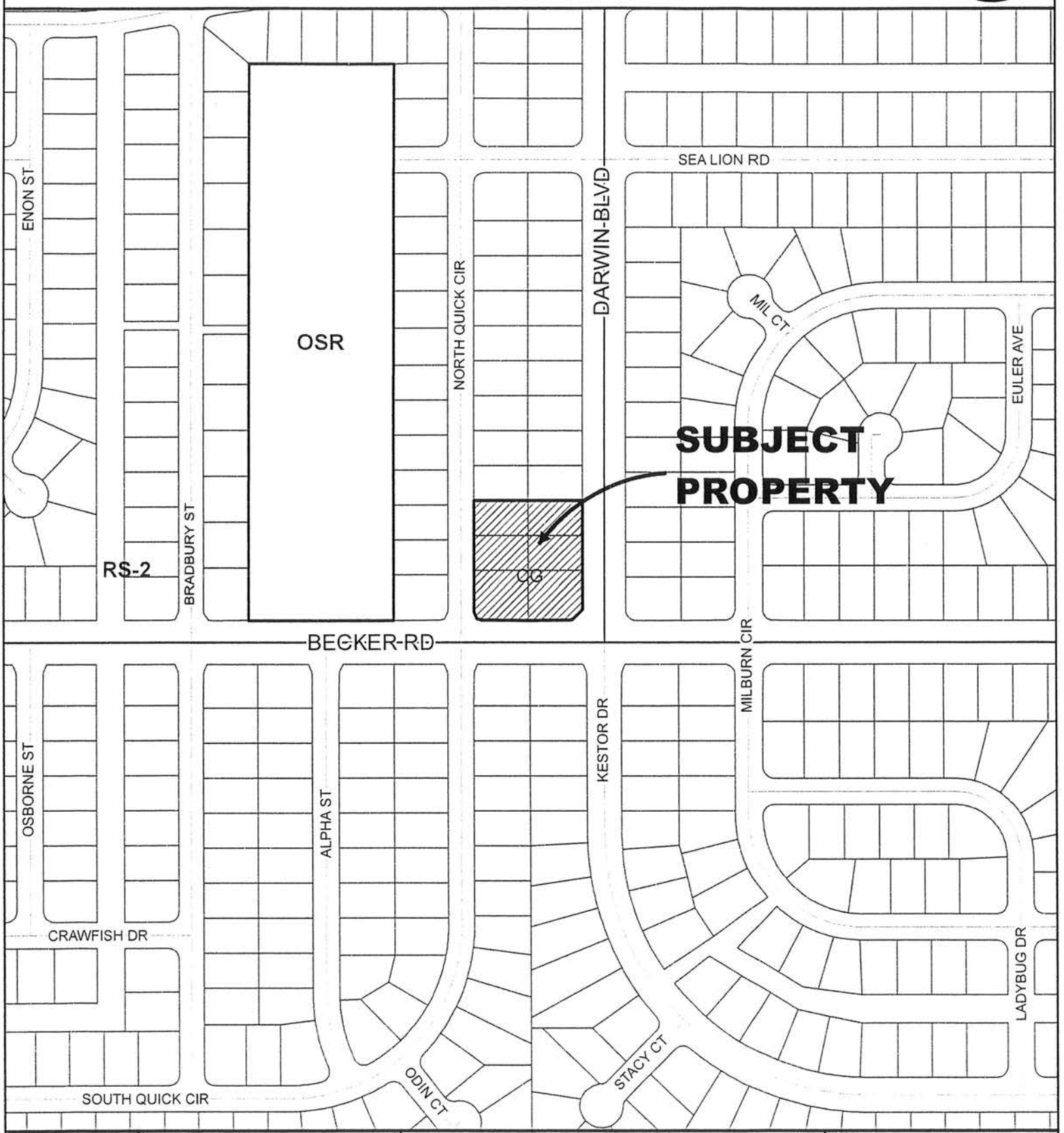
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24 AERIAL DATE 4/2012	DATE: 3/10/2014 APPLICATION NUMBER: P14-038 USER: PatriciaS SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24	DATE: 3/10/2014 APPLICATION NUMBER: P14-038 USER: PatriciaS SCALE: 1 in = 300 ft	

PROPOSED ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE FLORIDA RECREATION AND INVESTMENTS SECTION 34, BLOCK 2358, LOTS 1-3 & 22-24	DATE: 3/20/2014 APPLICATION NUMBER: P14-038 USER: PatriciaS SCALE: 1 in = 300 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P14-038
Fee (Nonrefundable)$ 2,172.80
Receipt # 1019

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: rodkennedy@edc-inc.com

PROPERTY OWNER:

Name: Florida Recreation and Investments

Address: 2278 Olympic Club Ter, Palm City, Florida 34990

Telephone No.: 772-873-3232 FAX No.: 772-871-9095

AGENT OF OWNER (if any)

Name: Rod Kennedy, Engineering Design & Construction

Address: 1934 Tucker Court, Fort Pierce, Florida 34950

Telephone No.: 772-462-2455 FAX No: 772-462-2454

PROPERTY INFORMATION

Legal Description: (Include Plat Book and Page) Port St. Lucie, Section 34, Blk 2358 Lots 1 -3 and 22-24,

RECEIVED
FEB 28 2014
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Parcel I.D. Number: 3420-665-0808-000-6

Current Zoning: RS-2 (Single Family Residential)

Proposed Zoning: CG (Commercial General)

Future Land Use Designation: Propsoed CG Acreage of Property: 1.57

Reason for Rezoning Request:

The applicant is seeking concurrent review of this rezone application along with a proposed CPA (Comprehensive Plan Amendment) application. This request is being filed so that the subject property is compatible with the proposed Future Land Use designation.

*Signature of Owner

FLORIDA RECREATION & INV. PROP LLC
By ALFRED WETZEL MANAGING MEMBER
Hand Print Name

2-27-2014
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

Florida Recreation & Investment Properties, LLC
2278 Olympic Club Terrace
Palm City, Florida 349990

AGENT CONSENT FORM

Project Name: Becker & Darwin CPA & Rezone

BEFORE ME THIS DAY PERSONALLY APPEARED ALFRED WETZEL, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

> I hereby give CONSENT to Engineering Design & Construction, Inc./Roderick J. Kennedy, P.E. to act on my behalf, to submit or have submitted this application and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining to, Northwest Corner of Becker and Darwin Comprehensive Plan Amendment (CPA) and Rezone Applicaiton, for the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a residential development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 26th day of February, 2014, by Alfred Wetzel (Name of Person Acknowledging) who is personally known to me or who has produced FDL W324016404030 (Type of identification) as identification and who did (did not) take an oath.

Jaana D. Jennings
(Signature of Person Taking Acknowledgement)

JAANA D. JENNINGS
(Name of Acknowledger Typed, Printed or Stamped)

Notary Public
(Title or Rank)

County: St. Lucie
(Serial Number, if any)

Notary's Seal

Notary Public State of Florida
Jaana D Jennings
My Commission EE 857042
Expires 12/09/2016

Owner's Signature

ALFRED WETZEL
Owner's Name (Print)

2600 S. KANNER HWY Y-1
Street Address

STUART FL 34994
City, State, Zip Code

(772) 240 4669
Telephone

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3223739 OR BOOK 2 7 PAGE 2247, Recorded 06/23/20 at 04:34 PM
Doc Tax: $206.50

Courthouse Box SLW #39

Prepared By and Return To:

Diane L. Ally
Fast Title, Inc.
698 S.W. Port St. Lucie Boulevard, Ste. 104
Port St. Lucie, FL 34953

Property Appraiser's Parcel I.D. (folio) Number(s)

3420-665-0807-000/9

File No. 20082025

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED dated this 10th day of June, 2008, by RYAN ANDREW, A SINGLE MAN INDIVIDUALLY AND AS TRUSTEE whose post office address is 4521 PGA Boulevard #201, Palm Beach Gardens, Fl 33418 hereinafter called the grantor, to FLORIDA RECREATION & INVESTMENT PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY whose post office address is: 2278 Olympic Club Terrace, Palm City, Florida 34990 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged and conveyed to the said grantee, and grantee's heirs, executors, administrators and assigns forever, the following described land, situate, lying and being in ST. LUCIE County Florida, to-wit:

LOT 22, BLOCK 2358, OF PORT ST. LUCIE SECTION THIRTY-FOUR, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AN FOR ST. LUCIE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 15, PAGE 9.

And Grantor covenants with Grantee that except as noted, at time of the delivery of this deed:

1. The premises is free from all encumbrances made by Grantor, except as follows: (NONE)
2. Grantor will warrant and defend against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

COPY

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Diane L. Ally

Witness Print Name

RYAN ANDREW- INDIVIDUALLY

Witness Signature

J. Upham

Witness Print Name

RYAN ANDREW-TRUSTEE

COPY

State of FLORIDA

County of ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared RYAN ANDREW who is/are personally known to me or ___who produced his/her/their Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 10th day of June, 2008.

DIANE L. ALLY
MY COMMISSION EXPIRES
April 30, 2011
DD 638189
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Signature

Diane L. Ally

Notary Print Name

COPY

My Commission Expires: 4/30/11

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3197670 OR BOOK 2 1 PAGE 2744, Recorded 04/23/20(at 11:51 AM
Doc Tax: $1400.00

Courthouse Box SLW #39

Prepared By and Return To:
Diane Ally
Fast Title Inc.
698 SW Port St. Lucie Blvd., #104
Port St. Lucie, FL 34953

Property Appraiser's Parcel I.D. (folio) Number(s)

3420-665-0786-000/5
3420-665-0787-000/2
3420-665-0788-000/9
3420-665-0808-000/6
3420-665-0809-000/3

File No. FT20081998

WARRANTY DEED

THIS WARRANTY DEED dated this 10th day of April, 2008, by SHIRLEY CHERVENY, CREATIVE REALTY MANAGEMENT, INC., A FLORIDA CORPORATION, R & L FLANZBAUM, A/K/A RICHARD FLANZBAUM AND LOUISE FLANZBAUM, DANA BROWN, INDIVIDUALLY AND AS MEMBER OF THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, ED SEIDNER, INDIVIDUALLY AND AS MEMBER OF THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY AND MICHAEL O'JEA, INDIVIDUALLY AND AS MEMBER OF THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY hereinafter called the grantors, to FLORIDA RECREATION & INVESTMENT PROPERTIES, LLC, A LIMITED LIABILITY COMPANY, whose post office address is 2278 OLYMPIC CLUB TERRACE, PALM CITY, FLORIDA 34990 hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporation)

WITNESSETH: That the grantor, for and in consideration of the sum of $10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in ST. LUCIE County, Florida, viz:

LOTS 1, 2, 3, 23, AND 24, BLOCK 2358, OF PORT ST. LUCIE, SECTION 34, ACCORDING TO THE PLAT THEREOF ON FILE IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT, IN AND FOR ST. LUCIE COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 15, PAGE 9.

The above described property is not nor has it ever been the homestead of the Grantors. Subject property is vacant land.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

COPY

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

DIANE L. ALLY
Witness Print Name

Witness Signature

Michelle S. Dias
Witness Print Name

SHIRLEY CHERVENY

State of FLORIDA

County of ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared SHIRLEY CHERVENY, who is personally known to me or who produced a driver license as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of April, 2008.

DIANE L. ALLY
MY COMMISSION EXPIRES
April 30, 2011
DD 638189
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

Notary Signature

DIANE L. ALLY
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 04/30/11

COPY

WARRANTY DEED
(Continued)

COPY

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

David Passaty
Witness Signature

David Passaty
Witness Print Name

Delfin Payret
Witness Signature

Delfin Payret
Witness Print Name

Michael O'Jea
MICHAEL O'JEA-INDIVIDUALLY

THREE AMIGOS, LLC
A/K/A 3 AMIGO'S LLC, A FLORIDA
LIMITED LIABILITY COMPANY

Michael O'Jea
MICHAEL O'JEA-MANAGING MEMBER

State of Texas
County of Walker

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared MICHAEL O'JEA both individually and as Managing Member of THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who produced Florida Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 14 day of April, 2008.

MARY DUNSEITH
MY COMMISSION EXPIRES
November 8, 2011

Mary Dunseith
Notary Signature

Mary Dunseith
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 11-8-11

WARRANTY DEED
(Continued)

COPY

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Witness Print Name

Witness Signature

RESINE GAY
Witness Print Name

ED SEIDNER-INDIVIDUALLY

THREE AMIGOS, LLC
A/K/A 3 AMIGO'S LLC, A FLORIDA
LIMITED LIABILITY COMPANY

ED SEIDNER-MANAGING MEMBER

State of FLORIDA

County of BROWARD

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared ED SEIDNER both individually and as Managing Member of THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who produced DRIVER LICENSE as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 11 day of April, 2008.

JYOTI V. PATEL
Notary Public - State of Florida
My Commission Expires Jun 16, 2010
Commission # DD 559479
Bonded By National Notary Assn.

Notary Signature

JYOTI V. PATEL
Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 6/16/2010

WARRANTY DEED
(Continued)

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Danielle Farmer
Witness Print Name

Witness Signature

BURIM TURKA
Witness Print Name

DANA BROWN-INDIVIDUALLY

THREE AMIGOS, LLC
A/K/A 3 AMIGO'S LLC, A FLORIDA
LIMITED LIABILITY COMPANY

DANA BROWN-MANAGING MEMBER

State of Florida

County of Indian River

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared DANA BROWN both individually and as Managing Member of THREE AMIGOS, LLC, A/K/A 3 AMIGO'S LLC, A FLORIDA LIMITED LIABILITY COMPANY, who is personally known to me or who produced FL Driver License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 16 day of April, 2008.

NOTARY PUBLIC STATE OF FLORIDA
JOYCE FIGAROLA
NOTARY PUBLIC, STATE OF FLORIDA
MY COMM. EXP. AUGUST 14, 2011
COMMISSION NO. 701059

Notary Signature

Notary Print Name

(SEAL OR STAMP)
My Commission Expires: 8-14-11

WARRANTY DEED
(Continued)

COPY

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness Signature

Annette Mallin
Witness Print Name

Cheryl Niemann
Witness Signature

Cheryl Niemann
Witness Print Name

R & L FLANZBAUM,
A/K/A RICHARD FLANZBAUM AND
LOUISE FLANZBAUM

RICHARD FLANZBAUM

LOUSIE FLANZBAUM

State of Florida

County of St. Lucie

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared R & L FLANZBAUM, A/K/A RICHARD FLANZBAUM AND LOUISE FLANZBAUM, who is personally known to me or who produced Florida Dr. Lic. as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of April, 2008.

Cheryl Niemann
Notary Signature

Cheryl Niemann
Notary Print Name

CHERYL NIEMANN
MY COMMISSION EXPIRES
June 15, 2008
#DD 329445
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

(SEAL OR STAMP)
My Commission Expires: June 15, 2008

WARRANTY DEED
(Continued)

COPY

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: December 31, 2007.

IN WITNESS WHEREOF, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

CREATIVE REALTY MANAGEMENT, INC.
A FLORIDA CORPORATION

Louise Pine

LOUISE PINE, PRESIDENT

Witness Signature

Annette Mullin

Witness Print Name

Cheryl Niemann

Witness Signature

Cheryl Niemann

Witness Print Name

State of Florida

County of St. Lucie

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgement, personally appeared LOUISE PINE, THE PRESIDENT OF CREATIVE REALTY MANAGEMENT, INC., A FLORIDA CORPORATION, who is personally known to me or who produced FL Drivers License as identification and who executed the foregoing instrument and he/she/they acknowledged before me that he/she/they executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 10 day of April, 2008.

Cheryl Niemann

Notary Signature

Cheryl Niemann

Notary Print Name

CHERYL NIEMANN
MY COMMISSION EXPIRES
June 15, 2008
#DD 329445
Bonded thru Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

(SEAL OR STAMP)
My Commission Expires: 6-15-08

Detail by Entity Name

Florida Limited Liability Company

FLORIDA RECREATION & INVESTMENT PROPERITIES, LLC

Filing Information

Document Number	L04000049924
FEI/EIN Number	861112163
Date Filed	07/06/2004
State	FL
Status	ACTIVE

Principal Address

2278 OLYMPIC CLUB TERRACE
PALM CITY, FL 34990

Mailing Address

2278 OLYMPIC CLUB TERRACE
PALM CITY, FL 34990

Registered Agent Name & Address

ALFRED, WETZEL R
2600 S. KANNER HIGHWAY
APT. Y-1
STUART, FL 34994

Address Changed: 01/07/2006

Authorized Person(s) Detail

Name & Address

Title MGR

WETZEL, ALFRED R
2600 KANNER HIGHWAY APT Y-1
STUART, FL 34994

Title MGR

CHERVENY, SHIRLEY
2278 OLYMPIC CLUB TERRACE

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State of Florida, Department of State

Annual Reports

Report Year	Filed Date
2012	01/16/2012
2013	01/08/2013
2014	01/08/2014

Document Images

01/08/2014 -- ANNUAL REPORT	View image in PDF format
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01/09/2008 -- ANNUAL REPORT	View image in PDF format
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01/07/2006 -- ANNUAL REPORT	View image in PDF format
01/18/2005 -- ANNUAL REPORT	View image in PDF format
07/06/2004 -- Florida Limited Liability	View image in PDF format

RECEIVED

APR 24 2014

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

From: Edward Bowers <bromley01@aol.com>
To: beckerroad.rezoene <beckerroad.rezoene@gmail.com>
Subject: the tax poor city of PSL
Date: Mon, Apr 21, 2014 12:01 pm

Dear who ever you are,

I find it strange that a concerned citizen would not sign his name nor give a return address.

BUT as a home owner living near Becker Rd. I do NOT want Becker Rd to become either Port St Lucie Blvd nor
Prima Vista Blvd. Neither add to the value of surrounding properties and the traffic is terrible on both roads. I presume
that Becker was widened because of existing traffic at that time not to turn my neighborhood into a sad definition of "progress".

I also am aware of the empty store fronts in Veranda Falls shopping center and on Port St Lucie Blvd, Prima Vista where they have
erected buildings without businesses. I would propose these vacancies be filled before any more building.

I find Cross Town Parkway a lovely road to represent a "Green City" Perhaps we should have more roads like that.

I will send this letter and a copy of your letter to both the city council and the zoning board of Port St Lucie. With some
planning for the future, Port St Lucie could be a nice town to live in.

Thank you but I do not, repeat not, want Becker Rd. rezoned.

Suzanne Bowers

Suzanne Bowers

Dear Fellow Port St Lucie Property Owners

The Port St Lucie City Council is in the process of planning for the future development of the Becker Road corridor from the TURNPIKE TO I-95.

The City has four laned Becker Road and added all the Utilities necessary for development.

Currently Becker Road is being taxed as Residential property with the city losing thousands of dollars in tax revenue, after spending millions of tax payers' money for all the improvements that have been completed

The City has approved and has issued permits for 360 homes as part of a 2000 acre sub division on Becker Road. The logical development for Becker Road is to provide the conveniences our neighborhood needs.

The only logical development for Becker Road is commercial. We need your help to achieve this.

We are asking for your help. Please E mail us your support and we will present the E mails to the City Council. If you have any questions on this E mail us and we will get back to you.

beckerroad.rezone@gmail.com

Florida Recreation and Investment Properties LLC

Palm City FL 34990

2278 Olympic Club Terr.

772 240 4669

Shannon Martin Councilwoman

John Finizio Planner

City of Port St Lucie

121 SW Port St Lucie Blvd

Port St Lucie FL 34984

Re: Project Number P14 037 & P14 038 (Becker Rd.)

Dear Councilwoman Martin and Mr. Finizio,

I am enclosing e-mails from property owners around the Becker Rd. area expressing support for the rezoning application to be considered at the Planning and Zoning meeting Tuesday, May 6.

Alfred Wetzel

Managing Member

Gmail by Google

Letter from you

Michele Hughes <michellie007@yahoo.com> Fri, Apr 18, 2014 at 3:18 PM
Reply-To: Michele Hughes <michellie007@yahoo.com>
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

Hello,

My wife and I received your letter in the mail concerning the Becker Road development.
We are interested and would like more info on the subject.
Does this mean we will be changed to a commercial land tax?
Is this a definite rezoning that is going to happen?
Will the city buy our house?
If you could please give us some more info on this matter and what it entails we would certainly appreciate it.

Thank you,

Thomas and Michele Oja

Gmail by Google

Support for Zoning Change

Dominic Yip <dominickkyip@gmail.com>
To: Beckerroad.rezone@gmail.com
Cc: Diana Yip <diana.yip@elliman.com>

Fri, Apr 18, 2014 at 3:52 PM

To: The Planning and Zoning Board
Port St. Lucie, Florida.

From: Dominic K. Yip and Diana T. Yip,
Owner of Property at:
1342 SW Becker Road, PSL
Port St. Lucie-Section 33-Blk 2210 Lot 8

Contact Address: 65-43 226th Street,
Oakland Gardens, NY 11364.
Tel: Home: 718-229-0077; Cell/Direct: 917-913-9977

Re: Support for Zoning Change

Dear Sir/Madam,

Please consider this email as our official support for **a zoning change to Commercial on a 6 lot package on Becker Road.** As likewise the owner of the property, a single family house at: 4552 SW Image Dr., PSL, we strongly feel reasonable commercial developments on Becker Road are crucial to the benefit of the residents in Port ST. Lucie. I am writing to urge The Planning and Zoning Board to grant approval of this significant initiative. Thanks.

Gmail by Google

becker road rezone

Donovan Chin <tubolski@bellsouth.net> Fri, Apr 18, 2014 at 10:21 PM
Reply-To: Donovan Chin <tubolski@bellsouth.net>
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

I STRONGLY SUPPORT THE REZONING OF BECKER ROAD FROM RESIDENTIAL TO COMMERCIAL.IT WILL BOOST THE ECONOMY OF THE CITY GREATLY BY ATTRACTING MORE CONSUMERS BOTH LOCALS AND VISITORS ALIKE.

I AM,
DANOVAN CHIN

Gmail by Google

Becker Road

RICHARD LITTIG <littig1@prodigy.net> Sat, Apr 19, 2014 at 10:55 AM
Reply-To: RICHARD LITTIG <littig1@prodigy.net>
To: "Beckerroad.rezone@Gmail.com" <Beckerroad.rezone@gmail.com>

Hi,

Please contact me so I may discuss the issue. I'm sure my Wife and I would support a rezoning package. You may call any time.

Rick Littig
609-965-8780

Alfred Wetzel < beckerroad.rezone@gmail.com>

Becker Road

1 message

David Grey < jdjdjd5625@gmail.com> Thu, Apr 17, 2014 at 3:31 PM
To: Beckerroad.rezone@gmail.com

Thank you very much for the rezoning letter concerning Becker Road.
We are pro commercial rezoning.
If we can be of any assistance please do not fail to contact us.

David Gray
5625 Sun Valley Drive
Fort Pierce fl 34951
772-579-2220

Alfred Wetzel < beckerroad.rezone@gmail.com>

Rezoning

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To: beckerroad.rezone@gmail.com

To Whom It May Concern:

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Sincerely,

AM Developments, Inc.
Michael Neil Reinstein, Managing Partner
Architect AR 13161
State Lic. Gen. Contr. CGC 045282
786-546-4739

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

You got my support regarding zoning change to commercial.

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keep commercial

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john kendall < snapher3006@yahoo.com> Wed, Apr 16, 2014 at 10:17 AM
Reply-To: john kendall <snapher3006@yahoo.com>
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

I am in full favor of keeping the zoning as is - commercial
John Kendall - 155 SW Klee circle, PSL FL 34953

as always the council will do as they please no mater what we want.

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

Becker Road rezoning

1 message

Prima Properties < primapro@aol.com> Wed, Apr 16, 2014 at 1:56 PM
To: beckerroad.rezone@gmail.com

We will give you our support to get the zoning changed from residential to commercial, if you can get our lots changed as well! :)

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Prima Properties

Alfred Wetzel < beckerroad.rezone@gmail.com>

SUPPORT FOR REZONE

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Diane DeLeasa
Gail DeLeasa

Gmail by Google

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rezone

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Thanks,

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lot#6 Becker rd.

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Tom Werpshaw 772 - 781- 9546

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

We are in support of this rezone of Becker Road.

1 message

FLMUZ@aol.com < FLMUZ@aol.com> Wed, Apr 16, 2014 at 4:07 PM
To: Beckerroad.rezone@gmail.com

This has been too many years sitting around for someone or something to get this in motion. Signed Paul S Conti and Shirley E Heysham both are lot owners on Becker Road in Port St Lucie, Fl.

Gmail

Alfred Wetzel < beckerroad.rezone@gmail.com>

Becker Road - Commercial Development

1 message

Deirdre Levesque < deirdrelevesque@yahoo.com> Wed, Apr 16, 2014 at 5:25 PM

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To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

To Whom It May Concern:

We completely agree, one hundred percent, that Becker Road should be developed commercially and support Port St. Lucie City Council's proposal to do so. Thank you for the opportunity for our voices to be heard.

Sincerely,
Deirdre and Timothy Levesque

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Port St. Lucie, FL 34953

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Rezone of Becker road

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Wed, Apr 16, 2014 at 6:28 PM

To: beckerroad.rezone@gmail.com

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Thanks
Nick Peters

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

Becker Road.

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To: beckerroad.rezone@gmail.com

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Best regards
Mr Mansour

Alfred Wetzel < beckerroad.rezone@gmail.com>

Support for Becker Road Rezone

1 message

edmonahan@webb-builders.com < edmonahan@webb-builders.com> Thu, Apr 17, 2014 at 6:47 AM
To: beckerroad.rezone@gmail.com

Count me in please. I'm also the president of Spartan Development that owns property on and near Becker Rd. I would like to speak with you (cell #) when have a moment about Port St. Lucie; it's current state and future.
Thank you
Ed Monahan
Webb Builders, LLC
Phone (561) 626-1568
Fax (561) 626-1654
Cell (561) 847-0472

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

Re-zone Becker

1 message

Lorraine Nichol < lnichol13@live.com> Thu, Apr 17, 2014 at 9:05 AM
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

Please add us to the list of supporters for the re-zoning of Becker Road, Port St. Lucie, FL, from Residential to Commercial.

Phillip H. Nichol and Lorraine S. Nichol

Gmail by Google

Alfred Wetzel <beckerroad.rezone@gmail.com>

Zoning change on Becker RD

1 message

Teddy kapsoulias <teddyk31@hotmail.com> Mon, Apr 21, 2014 at 11:18 PM
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

Hi My Name is Theodore Kousoulis Trustee for the Kousoulis LIVING TRUST
we own a lot on Becker rd # 1071 , BL 2270 LOT 21
WITH BECKER RD BEEN THE Link that connects the turn pike and 95
with 4 Lanes AND SPEEDS AT 40 MILES PER HR
Who Would want to build a house and Raise a family
Under these conditions ????
The Logical and long over due solution it will be
to turn the RD on to commercial zoned .
Lets all work together . to improve
the Life of the people on port st Lucie
thanks
Theodore kousoulis
908 581 8163

Gmail by Google

Alfred Wetzel <beckerroad.rezone@gmail.com>

Rezoning

1 message

Valarie <grantstb@comcast.net> Mon, Apr 21, 2014 at 9:40 PM
To: beckerroad.rezone@gmail.com

It would be to the best interest of the homeowners in this area to have commercial development along Becker Road. It will relieve some of the traffic on the Boulevard and the neighboring streets i.e. Gatlin. We need a pharmacy, restaurants, etc.

Gmail by Google

Alfred Wetzel <beckerroad.rezone@gmail.com>

Zoning change on Becker RD

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thanks

Theodore kousoulis
908 581 8163

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

Pt. St. Lucie Rezoning of Becker Road

1 message

Dale Gaines < dalegaines@hotmail.com> Mon, Apr 21, 2014 at 12:29 PM

To: "Beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

Hello Mr. Wetzel,

Just received your letter and we are very interested in learning more as to what is going on with this.
We are in support of the rezoning to commercial.

I would appreciate if you would please call me or send me your phone number so we can discuss this further.

Thank you,

Greg Gaines
Phone: 828-421-5630

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

zoning on Becker Road

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juliacr@aol.com < juliacr@aol.com> Sun, Apr 20, 2014 at 9:26 PM
To: beckerroad.rezone@gmail.com

I think rezoning Becker Road from the turnpike to I- 95 is a pretty logical thing to do. The area is between 2 major highways and would be convenient for businesses to locate in the area. Commercial development would bring more revenue to the city too.

Julia Raub
772 336 2783

Gmail by Google

Port St. Lucie Planning & Zoning

Sandy <sdambrosio1@rochester.rr.com> Fri, Apr 18, 2014 at 3:07 PM
To: beckerroad.rezone@gmail.com

Hello,

This is inform you that I fully support the consideration of the potential Commercial Zoning projected for a 6 lot package on Becker Road. I believe it would benefit the city in its growth.

Sandra D'Ambrosio

Gmail by Google

(no subject)

blue <blueoak@rochester.rr.com> Fri, Apr 18, 2014 at 6:21 PM
To: beckerroad.rezone@gmail.com

Hello,

This is to inform you that I fully support the consideration of the potential Commercial Zoning projected for a 6 lot package on Becker Road. I believe it would benefit the city in its growth.

Michael D'Ambrosio

Gmail by Google

Letter from you

Michele Hughes <michellie007@yahoo.com> Fri, Apr 18, 2014 at 3:18 PM
Reply-To: Michele Hughes <michellie007@yahoo.com>
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

Hello,

My wife and I received your letter in the mail concerning the Becker Road development.
We are interested and would like more info on the subject.
Does this mean we will be changed to a commercial land tax?
Is this a definite rezoning that is going to happen?
Will the city buy our house?
If you could please give us some more info on this matter and what it entails we would certainly appreciate it.

Thank you,

Thomas and Michele Oja

Gmail by Google

Support for Zoning Change

Dominic Yip <dominickkyip@gmail.com> Fri, Apr 18, 2014 at 3:52 PM
To: Beckerroad.rezone@gmail.com
Cc: Diana Yip <diana.yip@elliman.com>

To: The Planning and Zoning Board
Port St. Lucie, Florida.

From: Dominic K. Yip and Diana T. Yip,
Owner of Property at:
1342 SW Becker Road, PSL
Port St. Lucie-Section 33-Blk 2210 Lot 8

Contact Address: 65-43 226th Street,
Oakland Gardens, NY 11364.
Tel: Home: 718-229-0077; Cell/Direct: 917-913-9977

Re: Support for Zoning Change

Dear Sir/Madam,

Please consider this email as our official support for **a zoning change to Commercial on a 6 lot package on Becker Road.** As likewise the owner of the property, a single family house at: 4552 SW Image Dr., PSL, we strongly feel reasonable commercial developments on Becker Road are crucial to the benefit of the residents in Port ST. Lucie. I am writing to urge The Planning and Zoning Board to grant approval of this significant initiative. Thanks.

Gmail by Google

becker road rezone

Donovan Chin <tubolski@bellsouth.net> Fri, Apr 18, 2014 at 10:21 PM
Reply-To: Donovan Chin <tubolski@bellsouth.net>
To: "beckerroad.rezone@gmail.com" <beckerroad.rezone@gmail.com>

I STRONGLY SUPPORT THE REZONING OF BECKER ROAD FROM RESIDENTIAL TO COMMERCIAL.IT WILL BOOST THE ECONOMY OF THE CITY GREATLY BY ATTRACTING MORE CONSUMERS BOTH LOCALS AND VISITORS ALIKE.

I AM,
DANOVAN CHIN

Gmail by Google

Becker Road

RICHARD LITTIG <littig1@prodigy.net> Sat, Apr 19, 2014 at 10:55 AM
Reply-To: RICHARD LITTIG <littig1@prodigy.net>
To: "Beckerroad.rezone@Gmail.com" <Beckerroad.rezone@gmail.com>

Hi,

Please contact me so I may discuss the issue. I'm sure my Wife and I would support a rezoning package. You may call any time.

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609-965-8780

Gmail by Google

Alfred Wetzel < beckerroad.rezone@gmail.com>

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Michael Neil Reinstein, Managing Partner
Architect AR 13161
State Lic. Gen. Contr. CGC 045282
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keep commercial

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rezone

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Thank you
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Webb Builders, LLC
Phone (561) 626-1568
Fax (561) 626-1654
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Julia Raub
772 336 2783

Gmail by Google

Port St. Lucie Planning & Zoning

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Sandra D'Ambrosio

Gmail by Google

(no subject)

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Michael D'Ambrosio

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 8/22/16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Ordinance: MPUD Rezoning – Riverland/Kennedy DRI Parcel A (P15 -149) 16-58
Submittal Date:	8/11/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth

BACKGROUND: Kevin Ratterree, acting as agent for Riverland/Kennedy II, LLC; Riverland Associates I, LLLP; and Riverland/Kennedy, LLP, has requested to rezone 413.037 acres from St. Lucie County AG-5 to an MPUD.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance was approved as to form by Attorney Thomas Mullin on August 9, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the MPUD Rezoning at their July 5, 2016 meeting.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may make a short presentation.

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: The property is located south of the Discovery Way (E/W 1) right-of-way and west of the Community Boulevard right-of-way.

ATTACHMENTS: Ordinance, staff report, application.

PT/ac

ORDINANCE 16-58

AN ORDINANCE REZONING PROPERTY LOCATED SOUTH OF THE DISCOVERY WAY RIGHT-OF-WAY AND WEST OF THE COMMUNITY BOULEVARD RIGHT-OF-WAY FROM ST. LUCIE COUNTY AG-5 (AGRICULTURAL – ONE DWELLING UNIT PER FIVE ACRES) TO AN MPUD (MASTER PLANNED UNIT DEVELOPMENT) ZONING DISTRICT; PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN (P15-149); PROVIDING AN EFFECTIVE DATE.

WHEREAS, Kevin Ratteree, agent for Riverland/Kennedy II, LLC; Riverland Associates I, LLLP; and Riverland/Kennedy, LLP, hereinafter referred to as the Applicant, requested the rezoning of certain land located south of the Discovery Way right-of-way and west of the Community Boulevard right-of-way, within the City of Port St. Lucie, and more particularly described in the composite exhibit attached hereto and by reference incorporated herein, from St. Lucie County AG-5 (Agricultural – one dwelling unit per five acres) to an MPUD (Master Planned Unit Development) Zoning District; and

WHEREAS, the Applicant has presented firm evidence of unified control of a majority of the subject property, see the composite exhibit attached hereto and by reference incorporated herein; and

WHEREAS, the subject property is of such a size to permit its design and development as a cohesive unit fulfilling the purpose of an MPUD District; and

WHEREAS, the subject property is located with respect to arterial and collector streets so as to provide suitable access; and

WHEREAS, the proposed MPUD district is located within an approved DRI and shall be consistent with all applicable conditions of the approved DRI development order; and

WHEREAS, the proposed MPUD zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan; and

WHEREAS, the subject property is suitable for development in the proposed manner without hazard to persons or property on or off the subject property from possibility of flooding, erosion or other dangers, annoyances or inconveniences; and

WHEREAS, The Applicant has agreed to (1) proceed with the proposed development according to the provisions of these zoning regulations and such conditions as may be attached to the rezoning of the land to MPUD; (2) provide agreements, contracts, deed restrictions and sureties acceptable to the City for completion of the development according to the plans approved at the time of rezoning to MPUD, and for continuing operation and maintenance of such areas, functions and facilities as are not to be provided, operated or maintained at public expense; and (3) bind all successors in title to any commitments made under (1) and (2) preceding (see the composite exhibit); and

WHEREAS, a conceptual development plan has been submitted consistent with the requirements of Section 158.185, et seq., Port St. Lucie City Code; and

WHEREAS, the standards for internal MPUD design as set forth in Section 158.185, et seq., Port St. Lucie City Code, will be complied with at the time of final development approval; and

WHEREAS, a surface water drainage system will be constructed at no cost to the City; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the 5th day of July, 2016, to consider the rezoning application, notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the day of , 2016, to consider the rezoning application, advertising of the public hearing having been made.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That the property described in the composite exhibit, attached hereto and by reference incorporated herein, be zoned MPUD (Planned Unit Development) Zoning District as defined by Port St. Lucie City Code.

Section 2. That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this day of, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF JULY 5, 2016**

FROM: **ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING**

RE: **RIVERLAND/KENNEDY DRI PARCEL A - MPUD REZONING**
REZONING APPLICATION
PROJECT NO P15-149

DATE: **JUNE 23, 2016**

APPLICANT: Kevin Ratterree is the agent for the property owners.

OWNERS: Riverland/Kennedy II, LLC; Riverland Associates I, LLLP; and Riverland/Kennedy, LLP. The Warranty Deeds are located in the file.

LOCATION: The property is located south of the Discovery Way (E/W 1) right-of-way and west of the Community Boulevard right-of-way.

LEGAL DESCRIPTION: The property is legally described as portions of Sections 15, 16, 21 and 22, Township 37 South, Range 39 East. The complete legal description is located in Exhibit 8 of the MPUD document.

SIZE: 413.037 acres

EXISTING ZONING: St. Lucie County AG-5 (Agricultural – one dwelling unit per five acres)

EXISTING USE: agriculture

SURROUNDING USES: The property to the north is residential. The property to the east, west and south is agricultural.

REQUESTED ZONING: MPUD (Master Planned Unit Development).

FUTURE LAND USE: NCD (New Community Development District)

PROPOSED USE: The proposed MPUD will allow for 1,100 residential dwelling units. The residential units will be a combination of detached single family and attached villas. Proposed permitted uses within the residential area include recreational uses and a community garden.

IMPACTS AND FINDINGS:

Land Use Consistency: The proposed MPUD is consistent with Policies 1.2.2.2 and 1.2.2.4 of the City's Comprehensive Plan regarding Residential and Neighborhood/Village Commercial areas.

Sewer/Water Service: Port St. Lucie Utilities Systems will provide water and sewer service.

Environmental: The property contains approximately 6.4 acres of wetlands which will be filled in and mitigated for per the development order of the Riverland/Kennedy DRI. Exotic vegetation removal is required concurrent with development.

School Concurrency: Per Policy PSFE 2.4.1 of the Public School Facilities Element of the City's Comprehensive Plan, approval of any residential site plans or final subdivision plats shall be subject to the availability of adequate school capacity based on the Level of Service standards adopted in the Public Schools Facilities Element.

Other: Development will be required to comply with all applicable conditions in the Riverland/Kennedy DRI development order. A multi-modal path for pedestrians, bicyclists and golf carts will be provided along the southern boundary of the MPUD area.

STAFF RECOMMENDATION:

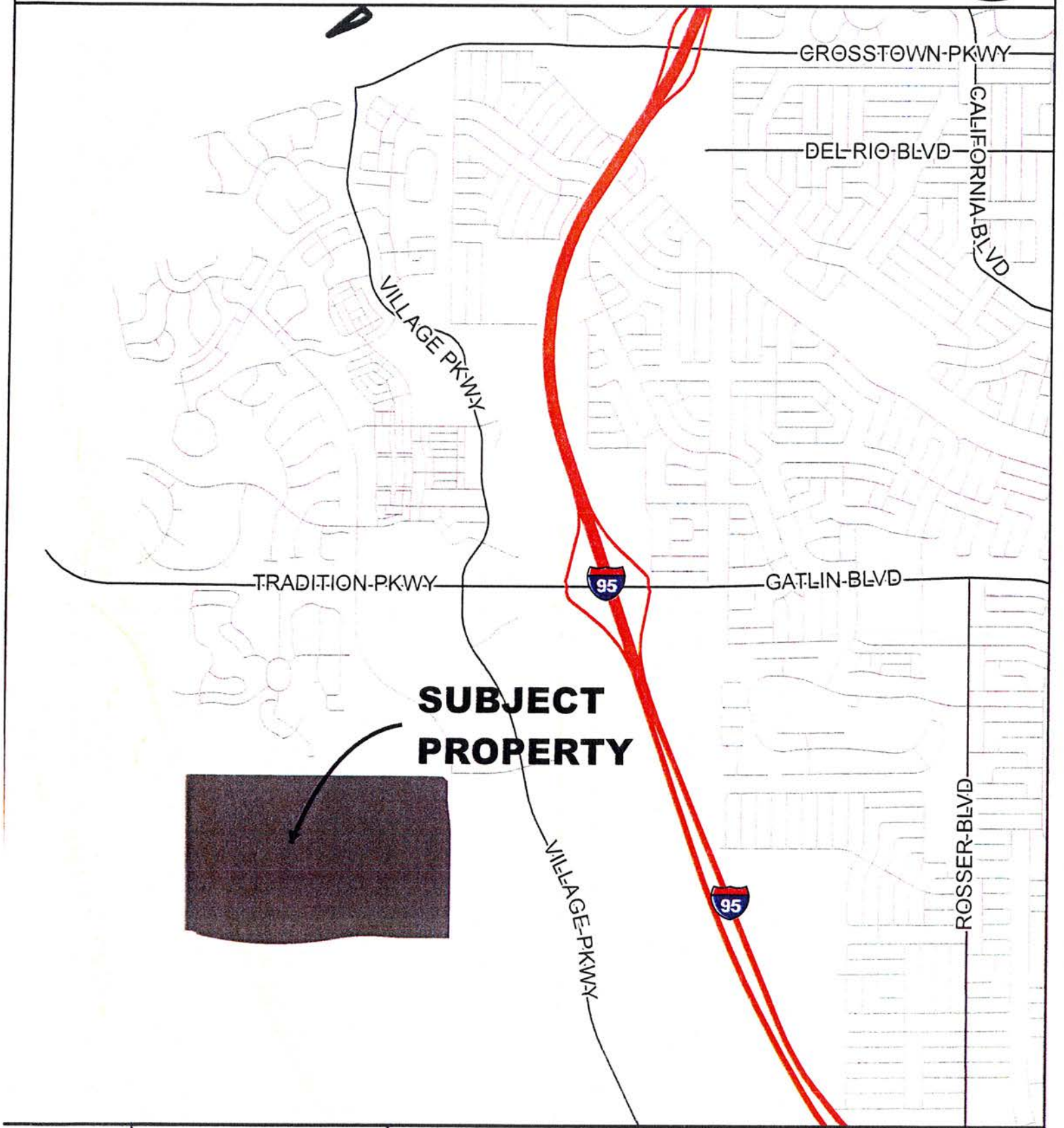
The Site Plan Review Committee reviewed the request at their meeting of June 8, 2016 and recommended approval. The Planning and Zoning Department finds the request to be consistent with the direction and intent of the City's Comprehensive Plan and recommends approval.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

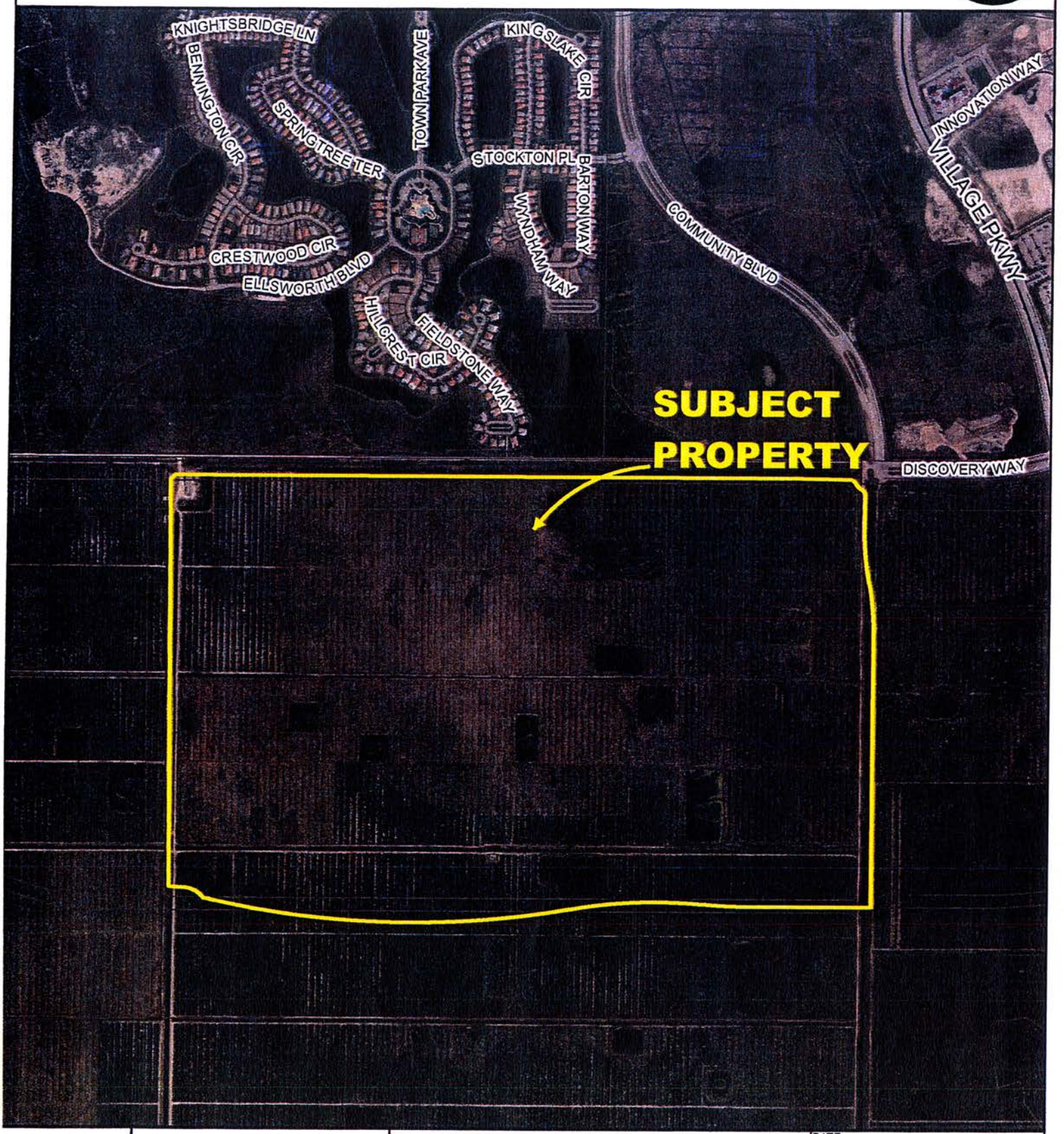
* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



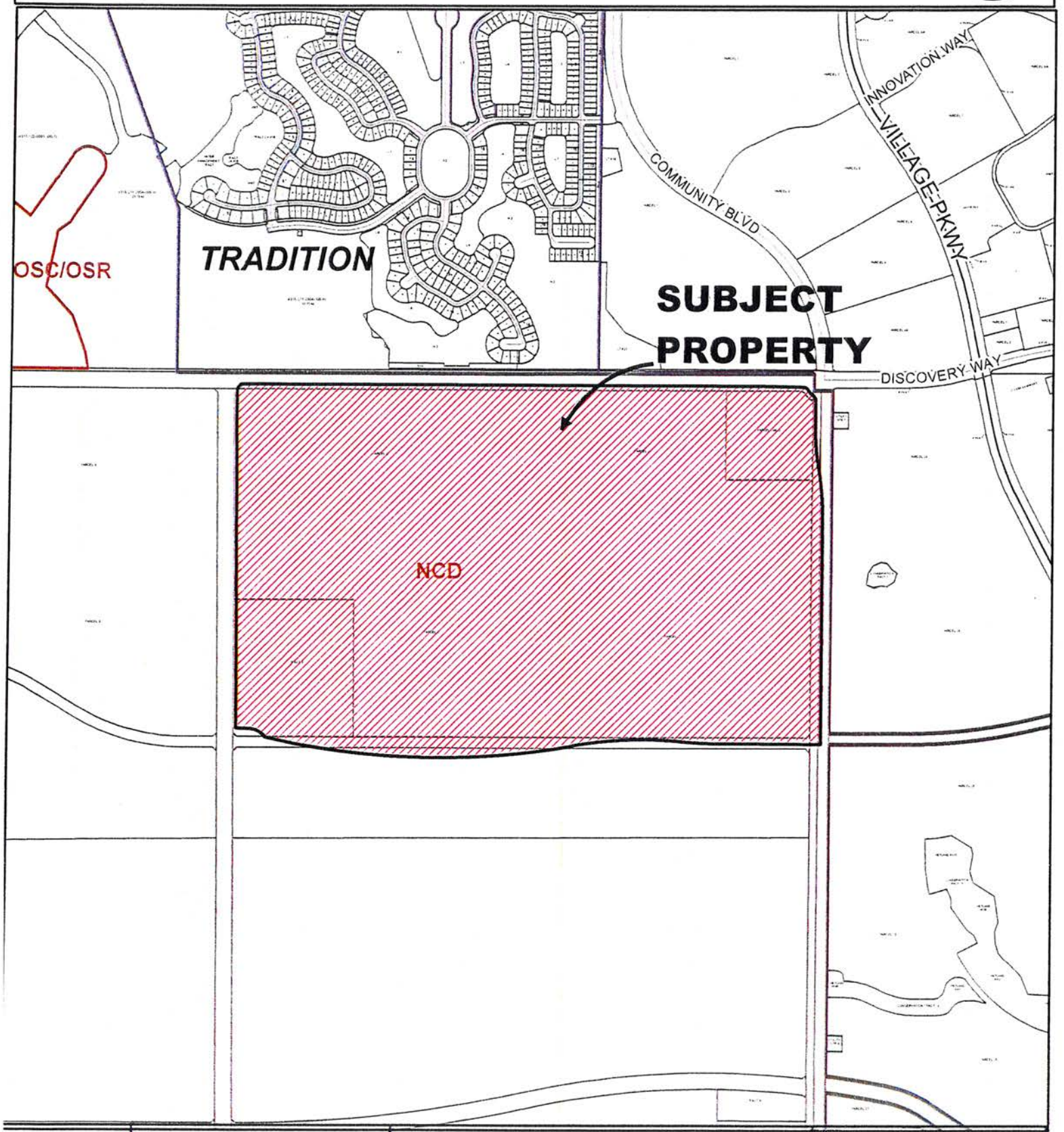
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING RIVERLAND/KENNEDY P/O SEC. 15,16,21&22, TWP. 37S, RANGE 39E	DATE: 12/9/2015 APPLICATION NUMBER: P15-149 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING RIVERLAND/KENNEDY P/O SEC. 15,16,21&22, TWP. 37S, RANGE 39E AERIAL DATE 2014	DATE: 12/9/2015 APPLICATION NUMBER: P15-149 USER: patricias SCALE: 1 in = 1,000 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	MPUD REZONING RIVERLAND/KENNEDY P/O SEC. 15,16,21&22, TWP. 37S, RANGE 39E	DATE: 12/9/2015 APPLICATION NUMBER: P15-149 USER: patricias SCALE: 1 in = 1,200 ft	

EXISTING ZONING

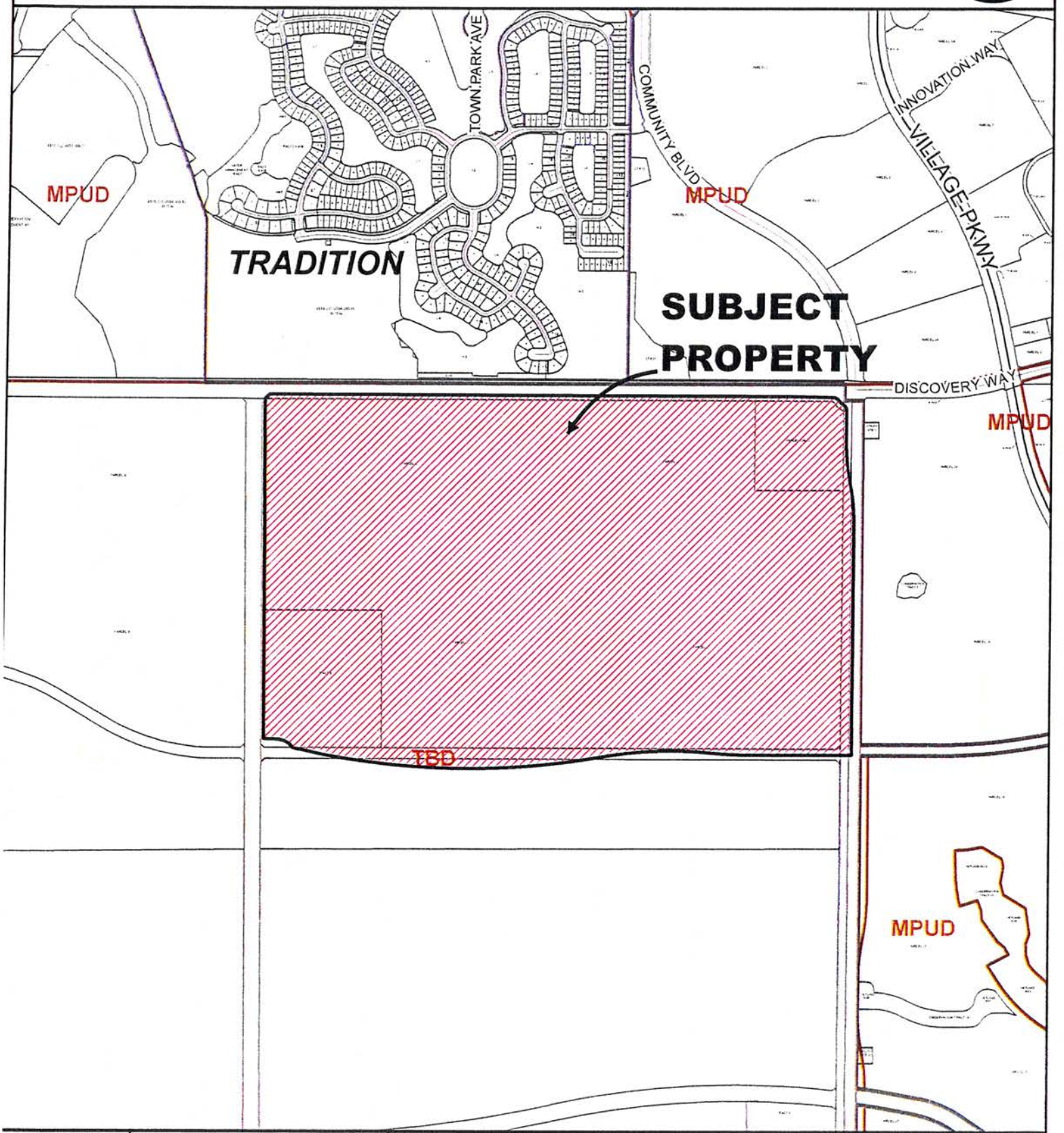


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EXHIBIT 1

PUD REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department 121
SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept.: P15-149
Fee (Nonrefundable)$ 19,323.52
Receipt# 64359

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: kevin.ratterree@glhomes.com

PROPERTY OWNER

Name: Riverland/Kennedy II, LLC, Riverland/Kennedy III, LLC, and Riverland/Kennedy, LLP

Address: 1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
PH (954) 753-1730
FX (954) 575-5240

AGENT OF OWNER (if any)

Name: Riverland/Kennedy II, LLC, Riverland/Kennedy III, LLC, and Riverland/Kennedy, LLP
Attn: Kevin Ratterree (kevin.ratterree@glhomes.com)

Address: 1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
PH (954) 753-1730, ext. 2240
FX (954) 575-5240

RECEIVED
SEP - 2 2015
PLANNING & ZONING DEPARTMENT
PORT ST. LUCIE, FL

PROPERTY INFORMATION

Legal Description: See attached Exhibit 7

Parcel I.D. Number: 4321-131-0001-000-8; 4321-344-0001-000-2

Current Zoning: AG-5 (SLC)

Proposing Zoning: MPUD- Master Planned Unit Development

Future Land Use Designation: NCD Acreage of Property: 413.446

Reason for rezoning request: Rezone Parcel A of Riverland/Kennedy DRI to MPUD consistent with DRI development order and NCD Future Land Use to permit a residential development consisting of 1,100 single family and paired villa residential units and a 15.00 acre Neighborhood Commercial node at the northeast corner of Parcel A.

V.P. ALAN FANT 9/1/15
Signature of Owner Vice President Riverland/Kennedy II, LLC Hand Print Name Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

H:\PZ\SHARED\APPLCTN\PUD-REZONE (06/23/11)

MPUD APPLICATION
FOR MPUD REZONING

OF RIVERLAND/KENNEDY DRI
Parcel A

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Exhibit 2C	Page 8	Agent Authorization Letter, Riverland/Kennedy, LLP
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RIVERLAND/KENNEDY – MPUD – Parcel A

LIST OF PROJECT PROFESSIONALS

LANDOWNER:	RIVERLAND/KENNEDY II, LLC & RIVERLAND ASSOCIATES I, LLLP & RIVERLAND/KENNEDY, LLP Alan J. Fant, Vice President 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323 T: (954) 753-1730, ext. 2208 F: (954) 575-5208 alan.fant@glhomes.com
DEVELOPER:	RIVERLAND/KENNEDY II, LLC & RIVERLAND ASSOCIATES I, LLLP & RIVERLAND/KENNEDY, LLP Alan J. Fant, Vice President 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323 T: (954) 753-1730, ext. 2208 F: (954) 575-5208 alan.fant@glhomes.com
ENGINEER:	GLH Engineering, Inc. Rick Elsner, P.E. 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323 T: (954) 753-1730, ext. 2242 F: (954) 575-5242 rick.elsner@glhomes.com
CONSULTANT:	RIVERLAND/KENNEDY II, LLC & RIVERLAND ASSOCIATES I, LLLP & RIVERLAND/KENNEDY, LLP Kevin Ratterree 1600 Sawgrass Corporate Parkway, Suite 400 Sunrise, FL 33323 T: (954) 753-1730, ext. 2240 F: (954) 575-5240 kevin.ratterree@glhomes.com

EXHIBIT 1

PUD REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department 121
SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept.: _____
Fee (Nonrefundable)$_____
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Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: kevin.ratterree@glhomes.com

PROPERTY OWNER

Name: Riverland/Kennedy II, LLC, Riverland Associates I, LLLP, and Riverland/Kennedy, LLP

Address: 1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
PH (954) 753-1730
FX (954) 575-5240

AGENT OF OWNER (if any)

Name: Riverland/Kennedy II, LLC, Riverland Associates I, LLLP and Riverland/Kennedy, LLP
Attn: Kevin Ratterree (kevin.ratterree@glhomes.com)

Address: 1600 Sawgrass Corporate Parkway, Suite 400
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PH (954) 753-1730, ext. 2240
FX (954) 575-5240

PROPERTY INFORMATION

Legal Description: See attached Exhibit 7

Parcel I.D. Number: 4321-131-0001-000-8; 4321-344-0001-000-2

Current Zoning: AG-5 (SLC)

Proposing Zoning: MPUD- Master Planned Unit Development

Future Land Use Designation: NCD Acreage of Property: 413.037

Reason for rezoning request: Rezone Parcel A of Riverland/Kennedy DRI to MPUD consistent with DRI development order and NCD Future Land Use to permit a residential development consisting of 1,100 single family and villa residential units.

Vice President ALAN FANT, V.P. May 17, 2016

Signature of Owner Hand Print Name Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

EXHIBIT 2A

May 17, 2016

City of Port St. Lucie
Attn: Patty Tobin, Planning and Zoning Director
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Riverland/Kennedy DRI: MPUD – Parcel A
St. Lucie County, Port St. Lucie, Florida

Dear Ms. Tobin:

Please allow this letter to serve as authorization for Kevin Ratterree and Gladys Digirolamo to act as agent for Riverland/Kennedy II, LLC for the purposes of applying, processing and representation of the MPUD application for Riverland/Kennedy MPUD – Parcel A in Riverland/Kennedy DRI in Port St. Lucie, Florida.

Please feel free to contact me with any questions.

Sincerely,
Riverland/Kennedy II, LLC

By: _____, V.P.
Alan J. Fant, Vice President

EXHIBIT 2B

May 17, 2016

City of Port St. Lucie
Attn: Patti Tobin, Planning and Zoning Director
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Riverland/Kennedy DRI: MPUD – Parcel A
St. Lucie County, Port St. Lucie, Florida

Dear Ms. Tobin:

Please allow this letter to serve as authorization for Kevin Ratterree and Gladys Digirolamo to act as agents for Riverland Associates I, LLLP, for the purposes of applying, processing and representation of the MPUD application for Riverland/Kennedy MPUD – Parcel A in Riverland/Kennedy DRI in Port St. Lucie, Florida.

Please feel free to contact me with any questions.

Sincerely,

Riverland Associates I, LLLP, a Florida
limited liability limited partnership

By: Riverland I Corporation, a Florida corporation,
its general partner

By: _____, V.P.
Alan J. Fant, Vice President

EXHIBIT 2C

May 17, 2016

City of Port St. Lucie
Attn: Patti Tobin, Planning and Zoning Director
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Riverland/Kennedy DRI: MPUD – Parcel A
St. Lucie County, Port St. Lucie, Florida

Dear Ms. Tobin:

Please allow this letter to serve as authorization for Kevin Ratterree and Gladys Digirolamo to act as agents for Riverland/Kennedy, LLP for the purposes of applying, processing and representation of the MPUD application for Riverland/Kennedy MPUD – Parcel A in Riverland/Kennedy DRI in Port St. Lucie, Florida.

Please feel free to contact me with any questions.

Sincerely,

Riverland/Kennedy, LLP, a Florida limited
liability partnership

By: St. Lucie Associates IV, LLLP, a Florida
limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, a Florida
Corporation, its general partner

By: _____ V.P.
Alan J. Fant, Vice President

EXHIBIT 3

MPUD APPLICATION CHECKLIST

1. Statement of Unified Control of the entire area within the proposed PUD is enclosed as Exhibit 4.

2. Riverland/Kennedy – Parcel A is a proposed residential community consisting of 1,100 residential units.

3. The Conceptual Plan for Riverland/Kennedy – Parcel A is attached as Exhibit 11 of this submittal package.

4. Please see Exhibit 5 for the General Standards established for this Master Planned Unit Development. Development uses and standards are shown in Exhibit 7.

EXHIBIT 4

May 17, 2016

City of Port St. Lucie
Planning and Zoning Department
Attn: Patti Tobin, Planning and Zoning Director
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: Riverland/Kennedy DRI: MPUD – Parcel A
St. Lucie County, Port St. Lucie, Florida

Dear Ms. Tobin:

This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning requirements. Riverland/Kennedy II, LLC, Riverland Associates I, LLLP, and Riverland/Kennedy, LLP, is the owner of record of the subject property.

Please feel free to contact this office if you have any questions.

Sincerely,

Riverland/Kennedy II, LLC, a Florida limited liability company

By: _____, V.P.
Alan J. Fant, Vice President

Riverland Associates I, LLLP, a Florida limited liability limited partnership

By: Riverland I Corporation, a Florida corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President

Riverland/Kennedy, LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President

EXHIBIT 5

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

Pursuant to Section 158.172:

Area Requirements: Riverland/Kennedy Parcel A is 413.037 acres; which exceeds the 50 acre minimum requirement for the establishment of a MPUD required by policy 1.2.6.2 of the City's Comprehensive Plan and the two (2) acre minimum required by Section 158.187 in the NCD land use, Ordinance 12-13.

Relation to Major Transportation Facilities: Riverland/Kennedy Parcel A is located on the west side of Community Blvd. south of Tradition Parkway. Main access to the property will be along Community Boulevard, with a secondary access on E/West #1 (aka Discovery Way). The property entrances shall be located so as to provide access to the property without creating or generating traffic along minor streets in residential areas or districts outside the MPUD. As required by the Riverland/Kennedy DRI development order, prior to the first building permit in Parcel A, contracts will be let for the roadway construction of the first 2,500 feet of Community Blvd. south of Discovery Way.

Prior to the first non-model residential permit in Parcel A, the contracts will be let for the construction of Discovery Way from Community Blvd. to the "Phase 1 Temporary Emergency and Construction Access Into Parcel" as noted on the MPUD Parcel A Conceptual Plan (Exhibit 11). This paved section of Discovery Way shall remain open until such time as the secondary project entry on Discovery Way is open for public use and may be secured by a gate provided an emergency lock box is installed. No residents can occupy homes prior to completion and the opening of this section of Discovery Way.

Prior to the 484th permit being issued in Parcel A, the contracts will be let for the roadway construction of Discovery Way from the intersection of Community Blvd. to the secondary project entry on Discovery Way.

The Parcel A spine road connecting the Community Blvd. ingress/egress to the Discovery Way ingress/egress will be constructed and open for use concurrent with the opening of Discovery Way to the secondary entrance.

The existing dirt road within the Discovery Way ROW between Community Blvd. and Range Line Rd. varies in width from 14' to 17'. This road has been used for large Citrus hauling trucks, Chlorine tank trucks, and most recently development vehicles related to the Lake Park community in Tradition. The developer will grade this roadway as needed and repair holes and washouts as they occur until such time as permanent improvements are made to Discovery Way. The existing dirt road shall serve as the required emergency access road to Range Line Road.

Relation to Utilities, Public Facilities and Services: The Riverland/Kennedy Parcel A parcel will be served by Port St. Lucie Utilities for water and wastewater, a public service provider acceptable to the City for phone, gas and cable service, and Florida Power & Light with electricity. All utilities will be underground.

Physical Character of the Site: Riverland/Kennedy Parcel A is located within the Riverland/Kennedy Development of Regional Impact (DRI). The current use of the site is agriculture.

Consistency with the City's Comprehensive Plan: The Riverland/Kennedy MPUD – Parcel A is consistent with the City's Comprehensive Plan. Policy 1.2.2.3 requires neighborhoods in the residential area to be a minimum size of 10 acres and a maximum size of 750 acres (Ordinance 12-13). The residential component is 398.679 acres and is within 2 miles of existing and planned shops, services and other activities. Access to the community will be provided by Community Boulevard. E/W #1 (aka Discovery Way) will initially be access as a secondary emergency access road until such time as further road improvements are required by the Development Order.

EXHIBIT 6

SITE INFORMATION

(A) Total Acreage:

Development areas included with this MPUD:

• Residential	398.679 acres
• Paseo/Multi-modal pathway	14.358 acres
TOTAL:	413.037 acres

See graphic Exhibit 11 for MPUD Conceptual Plan. Individual detail plans will be provided for each sub-element as it is finalized.

(B) Model Area:

The proposed location of model/sales areas shall be determined as individual parcels are developed and approved through the plan review process and require approval of the Site Plan Review Committee.

They shall be utilized as a model and sales area in an orderly and organized manner to better service the homeowners residing in the community. These shall remain in effect until such time that it is practical to offer these home sites for purchase. Fences may be located in private road rights of way and cross property line for the model home areas. Site plan approval is required and a bond shall be posted with the City ensuring its removal when the models revert to private residences.

Bonding for model homes will include removal of the parking area, sidewalks, street trees, street lights, removal of the fence, and any other work, including the final lift of asphalt, that is required to restore the public areas to their ultimate use.

(C) Pedestrian Ways:

The major system of pedestrian movement will consists of sidewalks adjacent to the streets with connections to the neighborhoods. The minor systems will be developed within the neighborhoods as development occurs consistent with Section 158.189(E)(2), City of Port St. Lucie Code of Ordinances.

East/West connectivity shall also be created by way of a 12' multi-model path as noted on both the Master conceptual plan and MPUD Exhibit 11. Internal to the residential area of Parcel A, each proposed private roadway contains a five (5) foot or eight (8) foot sidewalk on one side of the roadway (refer to Exhibits 13A and 13B).

EXHIBIT 7

DEVELOPMENT USES & STANDARDS

SECTION 1 - RESIDENTIAL AREA

(A) Permitted Principal Uses and Structures: Neighborhoods within the Residential area may include the following principal uses and structures.

1. Single-family dwelling (detached).

2. Single accessory apartments, home offices or studios with a maximum living area of 600 square feet shall be permitted above garages on residential lots.

3. Villa dwelling.

4. Park or playground, or other public or private recreation or cultural facility (including but not limited to: golf course or clubhouse, with or without an alcoholic beverage license for sale of alcoholic beverages to members and guests of the clubhouse; open space devoted to the conservation and maintenance of natural waterways, vegetation and wildlife, hiking and /or bicycle trials; nature study areas and boardwalks; and picnic areas).

5. Temporary sales trailers and model homes located upon the parcel for which sales activities are to be conducted.

6. Community gardens for vegetable and related food production, inclusive of community greenhouses, farm related storage buildings and structures, community social facility, and ancillary parking areas.

7. Recreational accessory uses and clubhouse shall be constructed and may include incidental retail uses such as cafeterias, gift and variety shops, soda bars, and similar use activities conducted solely for the convenience of patrons and visitors.

8. Public multi-modal access easement a minimum of twenty-five (25) feet wide located within Tract 2 of Exhibit 11. Tract 2 may include golf cart travel lanes within and adjacent to the proposed multi-model access easement.

9. Guardhouse/gatehouse, gates and associated structural elements.

(B) Accessory Uses: As set forth within Section 3 hereof.

(C) Special Exception Uses: The following uses may be permitted only following the review and specific approval thereof by the City Council

Wireless communication antennas and monopole towers with a maximum height of 100 feet located within park sites designated on Exhibit 11 provided all other criteria as set forth in Section 158.213, City of Port St. Lucie Zoning Ordinances are met.

(D) Minimum Lot Requirements *I* Maximum Residential Density:

1. Single-family dwelling: Three thousand five hundred (3,500) square feet and width of thirty-five (35) feet, with a maximum gross project density of twelve (12) dwelling units per acre.

2. Villa dwelling: Three thousand five hundred (3,500) square feet and a width of thirty-five (35) feet, with a maximum gross project density of twelve (12) dwelling units per acre.

3. All special exception uses: Twenty thousand (20,000) square feet and a width of one hundred (100) feet.

(E) Maximum Building Coverage:

1. Single-family: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

2. Villa dwelling: Sixty (60) percent provided that the maximum impervious surface does not exceed eighty (80) percent.

3. All other uses: Eighty (80) percent provided that the maximum impervious surface does not exceed ninety (90) percent.

(F) Minimum Open Space: Thirty (30) percent. Within open space areas include a minimum of five (5) percent useable open space in the form of squares, greens, parks, and recreation areas.

(G) Maximum Building Height: Thirty-five (35) feet, measured to midpoint of roof pitch, provided that steeples and similar architectural embellishments shall have a maximum height of sixty five (65) feet.

(H) Minimum Living Area:

1. Single-family dwelling: One thousand two hundred (1,200) square feet.

2. Villa dwelling: One thousand (1,000) square feet.

(I) Yard Requirements and Buffering: Minimum setbacks shall be stated below unless otherwise indicated on Exhibit 13A and 13B of the Riverland/Kennedy MPUD – Parcel A.

1. Single-family dwelling:

Front Yard: Front yard building setback of twelve and one-half (12.5) feet and a front load garage setback of eighteen (18) feet.

Side Yard: Each lot shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings. A side yard of ten (10) feet shall be provided adjacent to right- of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided.

Rear Yard: Each lot shall have a rear yard with a building setback line of ten (10) feet. Screened enclosures shall be set back a minimum of two (2) feet from the rear property line, except where lakes or open space are adjacent to the rear property line, in which case the rear screen enclosure setback may be reduced to zero (0) feet.

2. Villa dwelling:

Front Yard: Front yard building setback of twelve and one-half (12.5) feet and a front load garage setback of eighteen (18) feet for dwellings.

Side Yard: Each villa dwelling shall have two (2) side yards, each of which shall result in a separation of twelve (12) feet between adjacent buildings. A side yard of ten (10) feet shall be provided adjacent to right- of-ways, unless there is a side street loaded garage, then a side yard of eighteen (18) feet shall be provided.

Villa's shall have a minimum of twelve (12) feet distance between buildings (six feet setback to property line). Lots shall have a zero (0) foot setback on the zero (0) foot side of the lot and a side yard having a minimum distance of six (6) feet shall be provided on the non-zero (0) foot lot line.

Rear Yard: Each villa shall have a rear yard with a building setback line of ten (10) feet. Screened enclosures shall be set back a minimum of two (2) feet from the rear property line, except where lakes or open space are adjacent to the rear property line, in which case the rear screen enclosure setback may be reduced to zero (0) feet.

3. All other permitted or special exception uses:

All setback requirements shall be established for each specific use as part of the site plan review process.

4. Buffering:

Where applicable, buffering shall be provided in accordance with the landscaping requirements of Chapter 153, City of Port St. Lucie Ordinances.

(J) Off-Street Parking and Service Requirements: As set forth in Section 3 hereof.

(K) Access: Gated subdivisions shall provide a minimum distance of one hundred (100) feet from the gate to the right of way. There shall also be provided a space for buses and trucks to maneuver around before the gated entrance. Secondary resident restricted entrances shall provide a minimum distance of one hundred (100) feet from the gate to the right of way. A bus and truck maneuvering area will not be required for secondary resident restricted entrances.

(L) Future Approvals: Concurrent with any subdivision plats a conceptual plan meeting the criteria set forth herein, shall be submitted for review and approval by the City's Site Plan Review Committee. The conceptual plan for the lots subject to plat approval shall include adequate information to determine compliance with the required design standards set forth herein, including but not limited to: lot sizes; location of open space and drainage areas; location of collector and local roads; and location of bike, pedestrian, multi-modal paths.

SECTION 2 - ACCESSORY USES & STRUCTURES

(A) General Provisions: Accessory structures and uses are permitted in connection with any principal lawfully existing permitted use, provided that all accessory structures or uses are in full compliance with all setback, height, building coverage and other requirements, or as restricted in the Homeowners Association documents. In no case shall accessory uses, either separately or in combination, exceed more than twenty (20) percent of the total floor area of the principal building or ground area of any lot, whichever is more restrictive unless as otherwise noted for specific uses under Section B as follows: Accessory uses are not considered a part of building coverage standards.

(B) Accessory Uses in Residential Areas:

1. Accessory uses or structures shall not be located in that area extending from the front building line to the front property line unless otherwise specifically provided. Accessory uses or structures shall be located a minimum of two (2) feet from the rear property line, except where lakes or open space are adjacent to the rear property line the setback may be reduced to zero (0) feet. The minimum setback from the side property lines shall be three (3) feet, provided ten (10) feet shall be provided adjacent to a right-of-way. The minimum setback for accessory uses from side and rear property lines adjacent to non-gated collector or arterial roads shall be twenty (20) feet.

2. The following accessory uses are allowed in the residential areas, all other accessory uses are permitted, or as restricted in the Homeowners Association documents.

   a. Customary yard structures such as communication antennas (excluding commercial transmission towers), children's playground equipment, and other similar equipment.

   b. Swimming pools and related decks, patios and screen enclosures. Maximum size based on allowable setbacks.

   c. A basketball backboard and goal may be located in that area extending from the front

building line and on driveways, provided either fixed or portable and a minimum of two (2) feet off the edge of pavement and not on a collector or arterial road.

d. Garden structures, including gazebos, pergolas, separate roofed patios, and well houses.

e. Hot tubs, saunas, free standing cabanas and bath houses, and other similar recreational structures.

f. Fences or screening walls; meeting the requirements of Section 158.216 (A) and (B) per the City of Port St. Lucie Zoning Ordinances. Fences and walls may be located in that area extending from the front building line to front property line. Fences are only required to meet the requirements of Section 158.216(A), (B), (F) & (G). Section 158.216 (C), (D), (E), (H), (I) through (J) are not required to be met and do not apply.

g. Garages. Maximum size shall be nine hundred (900) square feet for detached or attached garages and limited in height so that it is not higher than the principal building's roof line. These uses conform in appearance, materials and design to the principal's structure (house) if over 300 square feet in size. Only one detached garage per lot is permitted. Multi garages are permitted providing same are attached to the principal structure.

h. Solar collection systems, windmills, and other energy devices based on renewable resources.

i. Outdoor fireplaces, barbeque pits and so called summer kitchens.

j. Doghouse with a size not to exceed four (4) feet in height and four (4) feet in depth by six (6) feet wide.

k. Noncommercial greenhouses.

l. Dish antennas.

(C) Storage of a Commercial Vehicle or Equipment in a Residential District: Storage of a commercial vehicle or equipment in a residential area is prohibited; unless any vehicle or equipment is placed within a fully enclosed building or structure.

(D) Major Recreational Equipment: Major recreational equipment is hereby defined as including boats and boat trailers, recreational vehicles, motorized dwelling, houseboats and like. Storage of major recreational equipment in a residential area is prohibited; unless any vehicle or equipment is placed within a fully enclosed building or structure.

(E) Home Occupation: A home occupation as defined herein shall be permitted within residential areas, subject to the provisions of Section 158.217(F).

SECTION 3 - PARKING AND PEDESTRIAN REQUIREMENTS

(A) Parking Requirements: Each building, use, or structure shall be provided with on-street and/or off-street parking and service facilities in accordance with the provisions set forth herein. On-street parking spaces directly and fully adjacent to a site and available to a development shall be counted toward the maximum.

1. Residential Single Family: 2.0 spaces per dwelling unit. Each single family lot less than 50 feet in width shall provide 1 exterior space (in addition to the 2.0 spaces per dwelling unit) in the driveway to accommodate guest parking (Section 158.221(C)(8)(b) of the City of Port St. Lucie Land Development Code). The two required parking spaces per single family residential unit shall be provided within enclosed garage spaces. The minimum driveway width from the street to the two required enclosed garage spaces shall be a minimum of sixteen (16) feet. There shall be no required minimum width required for the residential driveway providing access to a third enclosed garage space.

2. Villa: 1.5 spaces per dwelling unit. Each villa lot shall provide 1 exterior space (in addition to the 1.5 spaces per unit) in the driveway to accommodate guest parking (Section 158.221(C)(7)(b) of the City of Port St. Lucie Land Development Code). The minimum driveway width from the street to the required enclosed garage spaces shall be a minimum of sixteen (16) feet.

3. Parks and Recreation & Community Garden/Community Greenhouse:

    a. Private Facilities: No parking required provided adequate pedestrian access exists within the area intended to be served by the facility

    b. Public Facilities: All parking requirements shall be established for each specific use as part of the site plan review process

(B) Shared or joint use of parking facilities between and among uses is authorized when:

1. There is a relationship among the land uses utilizing shared parking that will attract drivers to two or more uses in a single trip; and,

2. There is adequate linkage between the parking and each of the uses sharing the parking.

(C) Pedestrian Access:

1. An on-site pedestrian and bike circulation system which links the street and the primary entrance(s) of the structure(s) on the site shall be provided with each conceptual plan or site plan. Sidewalks or pedestrian ways must connect the required pedestrian system to existing pedestrian systems on adjacent developments if adequate safety and security can be maintained.

2. The circulation system must be hard-surfaced and be at least 5 feet wide.

(D) Mass Transit:

Two future mass transit stop easements, one proximate to the Community Blvd. primary project entry and one proximate to the Discovery Way secondary project entry, will be denoted at time of the applicable final plat for the future possibility of transit stops at these locations. An easement of 10' x 30' will be provided in these locations on the plat denoting same as a future mass transit stop.

SECTION 4 - LANDSCAPING

(A) Plant Materials:

1. Tree species height, spread and minimum clear trunk and shrub heights shall meet or exceed the minimum specified by the USDA's Grades and Standards for Nursery Stock, current edition. Each tree in a grouping shall be counted separately.

2. Tree species shall be a minimum of twelve (12) feet overall height when planted with a minimum three (3) foot spread in accordance with the USDA's Grades and Standards for Nursery Stock, current edition.

3. Existing plant material used to meet the intent of this section and Chapter 153, City of Port St. Lucie Ordinance, will not have to be of a quality comparable to Florida No. 1 since this material was not nursery grown.

4. A minimum of fifty (50) percent of all required trees shall be native species. A maximum of twenty-five (25) percent of required trees may be substituted with palm trees.

5. Appendix C: Table 1 of the Landscape Code shall be used to guide the landscaping plans.

(B) Easement and Utility Area Landscaping: Trees and all vegetation with intrusive root systems shall not be planted within ten (10) feet of any water and sewer lines, existing utility pole, guy wire, and pad mounted transformers. No protective barriers will be required. All proposed utilities shall maintain separation distances from potable water mains as required by the city and FDEP.

(C) Residential Landscaping: The number of trees to be provided per lot shall be as follows:

a. Lots up to 2,500 sq. ft. shall provide one (1) tree.

b. Lots up to 5,000 sq. ft. shall provide two (2) trees.

c. Lots up to 7,500 sq. ft. shall provide three (3) trees.

d. Lots up to 10,000 sq. ft. shall provide four (4) trees.

e. For each additional 2,500 sq. ft. of lot area above 10,000 sq. ft,, one (1) tree.

(D) Perimeter Landscape Requirements: perimeter landscape requirements adjacent to lakes may be relocated to other areas within the project site to allow creativity in landscape design adjacent to the lake.

(E) Street Tree Planting:

(a) Fifty (50) foot right of way local streets: street trees shall be provided on both sides of the roadway (refer to Exhibit 14A).
(b) Eighty (80) foot right of way local streets: street trees shall be provided on both sides of the roadway (refer to Exhibit 14B).

SECTION 5 - WETLANDS

(A) The Army Corp of Engineers permit number SAJ-2006-01921 (IP-CF) issued on 12/21/12 notes Special Condition #4 which required that within 30 days, offsite mitigation credits be purchased from the Bluefield mitigation bank, which was completed. This condition satisfies the wetland impacts for the Riverland/Kennedy DRI. Waters of the state and wildlife foraging areas will be dealt with through retention areas and littoral shelf areas as impacts are created. These retention areas and littoral shelves and related plantings will be addressed with the construction drawings at the time of platting.

EXHIBIT 8

RIVERLAND/KENNEDY MPUD – Parcel A
Legal Description

A PARCEL OF LAND LYING IN SECTIONS 15, 16, 21 AND 22, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF TRACT R-2, SOUTHERN GROVE PLAT NO. 4, AS RECORDED IN PLAT BOOK 56 AT PAGE 18 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID POINT ALSO BEING ON THE WEST RIGHT-OF-WAY LINE OF COMMUNITY BOULEVARD AS RECORDED IN OFFICIAL RECORDS BOOK 2418 AT PAGE 2671, SAID PUBLIC RECORDS; THENCE NORTH 89°50'39" WEST ALONG THE SOUTH LINE OF SAID SOUTHERN GROVE PLAT NO. 4, A DISTANCE OF 34.20 FEET; THENCE SOUTH 00°09'21" WEST, A DISTANCE OF 158.23 FEET TO THE POINT OF BEGINNING;
THENCE SOUTH 44°23'44" EAST ALONG THE PROPOSED SOUTHERLY RIGHT-OF-WAY LINE OF E/W # 1 ROAD RIGHT-OF-WAY, A DISTANCE OF 49.05 FEET, THENCE SOUTH 00°05'34" WEST ALONG A LINE 150.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, THE WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3, AS RECORDED IN PLAT BOOK 61, PAGE 17, SAID PUBLIC RECORDS, A DISTANCE OF 339.45 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 2,215.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 415.27 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2,065.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°44'31", A DISTANCE OF 387.15 FEET TO A POINT OF TANGENCY WITH A LINE 75.00 FEET WESTERLY OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL WITH, SAID WEST BOUNDARY LINE OF SOUTHERN GROVE PLAT NO. 3; THENCE, ALONG SAID PARALLEL LINE, SOUTH 00°05'34" WEST, A DISTANCE OF 2,102.26 FEET; THENCE, DEPARTING SAID PARALLEL LINE, NORTH 89°58'17" WEST, A DISTANCE OF 916.93 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 4,010.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 5°28'30", A DISTANCE OF 383.19 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 3,740.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°32'08", A DISTANCE OF 1,014.09 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 7,080.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 23°09'46", A DISTANCE OF 2,862.22 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 205.79 FEET FROM WHICH A RADIAL LINE BEARS SOUTH 51°54'31" WEST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°22'03", A DISTANCE OF 177.31 FEET TO THE POINT OF TANGENCY; THENCE NORTH 87°27'32" WEST, A DISTANCE OF 117.70 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF THE PROPOSED RIGHT-OF-WAY OF N/S B, 150 FEET IN WIDTH; THENCE, ALONG SAID EAST LINE, NORTH 00°28'42" WEST, A DISTANCE OF 3,122.36 FEET; THENCE, CONTINUING ALONG SAID EAST LINE, NORTH 44°50'19" EAST, A DISTANCE OF 49.77 FEET TO A POINT OF INTERSECTION WITH THE AFORESAID SOUTH LINE OF THE PROPOSED E/W #1 RIGHT-OF-WAY; THENCE, ALONG SAID SOUTH LINE, SOUTH 89°50'39" EAST, A DISTANCE OF 4,817.47 FEET; THENCE, ALONG SAID SOUTH LINE, SOUTH 88°53'03" EAST, A DISTANCE OF 491.41 FEET TO THE POINT OF BEGINNING.

CONTAINING 413.037 ACRES, MORE OR LESS.

EXHIBIT 9

BINDING M.P.U.D. AGREEMENT

Riverland/Kennedy M.P.U.D. – Parcel A

The property, as described in Exhibit 8, is under unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the City of Port St. Lucie M.P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port. St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions and facilities until such time as a private property owners association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein in this paragraph made.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 17th day of MAY, 2016.

WITNESS:

By: _____

KEVIN RATTERREE
Printed Name

By: _____

Glenn Ryals
Printed Name

Riverland/Kennedy II, LLC, a Florida Limited Liability Corporation

By: _____, V.P.
Alan Fant, Vice President
1600 Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323

WITNESS:

By: _____

KEVIN RATTERREE
Printed Name

By: _____

Glenn Ryals
Printed Name

Riverland Associates I, LLLP, a Florida limited liability limited partnership

By: Riverland I Corporation, a Florida corporation, its General Partner

By: _____ V.P.
Alan J. Fant, Vice President
1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, FL 33323

WITNESS:

By: _____

KEVIN RATTERREE
Printed Name

By: _____

Glenn Ryals
Printed Name

Riverland/Kennedy, LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

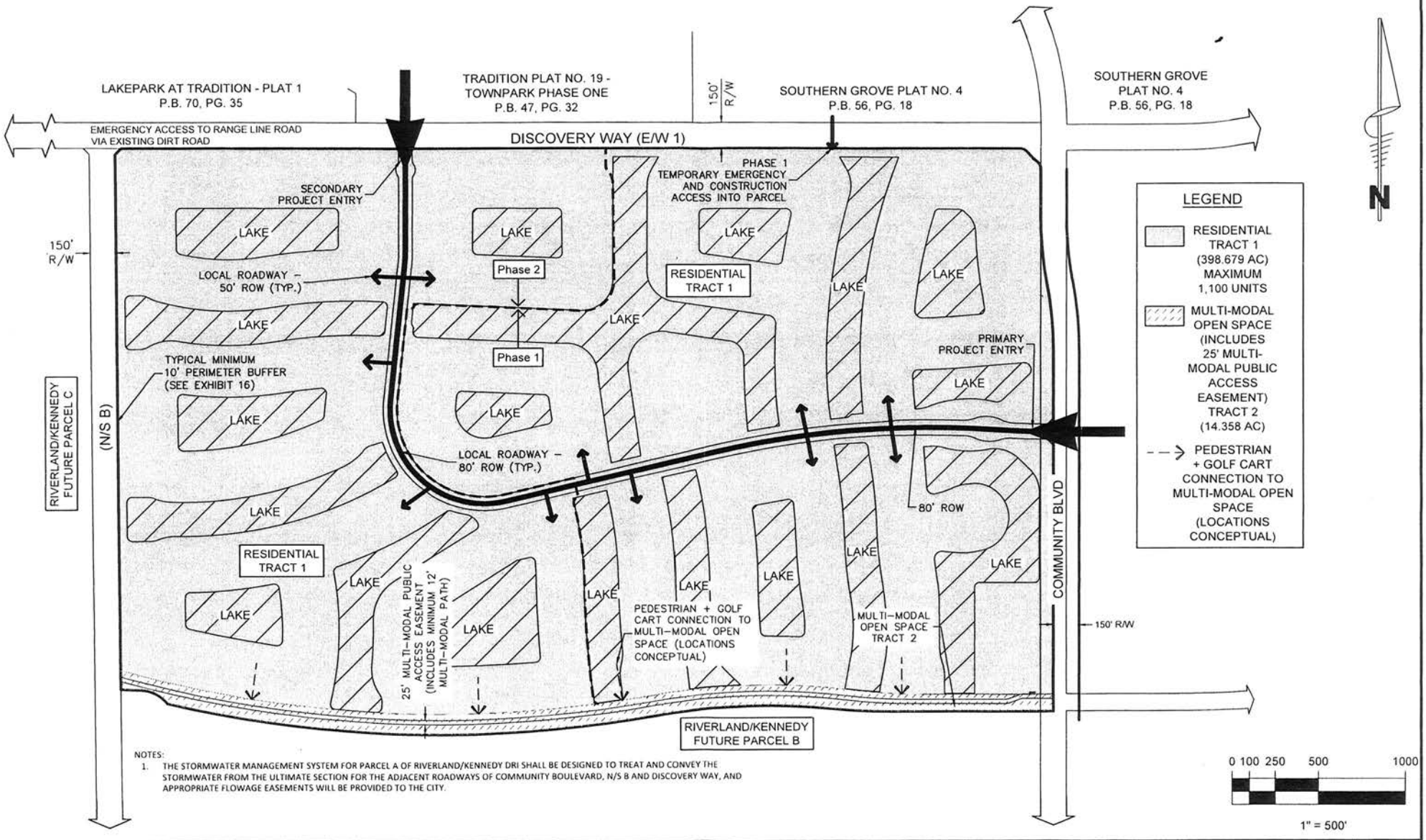
By: St. Lucie IV Corporation, a Florida corporation, its general partner

By: _____ V.P.
Alan J. Fant, Vice President
1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, FL 33323

EXHIBIT 10
SITE LOCATION MAP

SITE LOCATION MAP
N.T.S.

1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: 1" = 10' DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-1	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 10 LOCATION MAP	EXH-10



NOTES:

1. THE STORMWATER MANAGEMENT SYSTEM FOR PARCEL A OF RIVERLAND/KENNEDY DRI SHALL BE DESIGNED TO TREAT AND CONVEY THE STORMWATER FROM THE ULTIMATE SECTION FOR THE ADJACENT ROADWAYS OF COMMUNITY BOULEVARD, N/S B AND DISCOVERY WAY, AND APPROPRIATE FLOWAGE EASEMENTS WILL BE PROVIDED TO THE CITY.

1600 Sawgrass Corporate Pkwy. - Suite 400
Sunrise, Florida 33323

SCALE:	N.T.S.
DATE:	2015-08-31
DESIGNED BY:	PG
CHECKED BY:	GD
FILE NAME:	Exhibit-11

RIVERLAND MPUD - PARCEL A

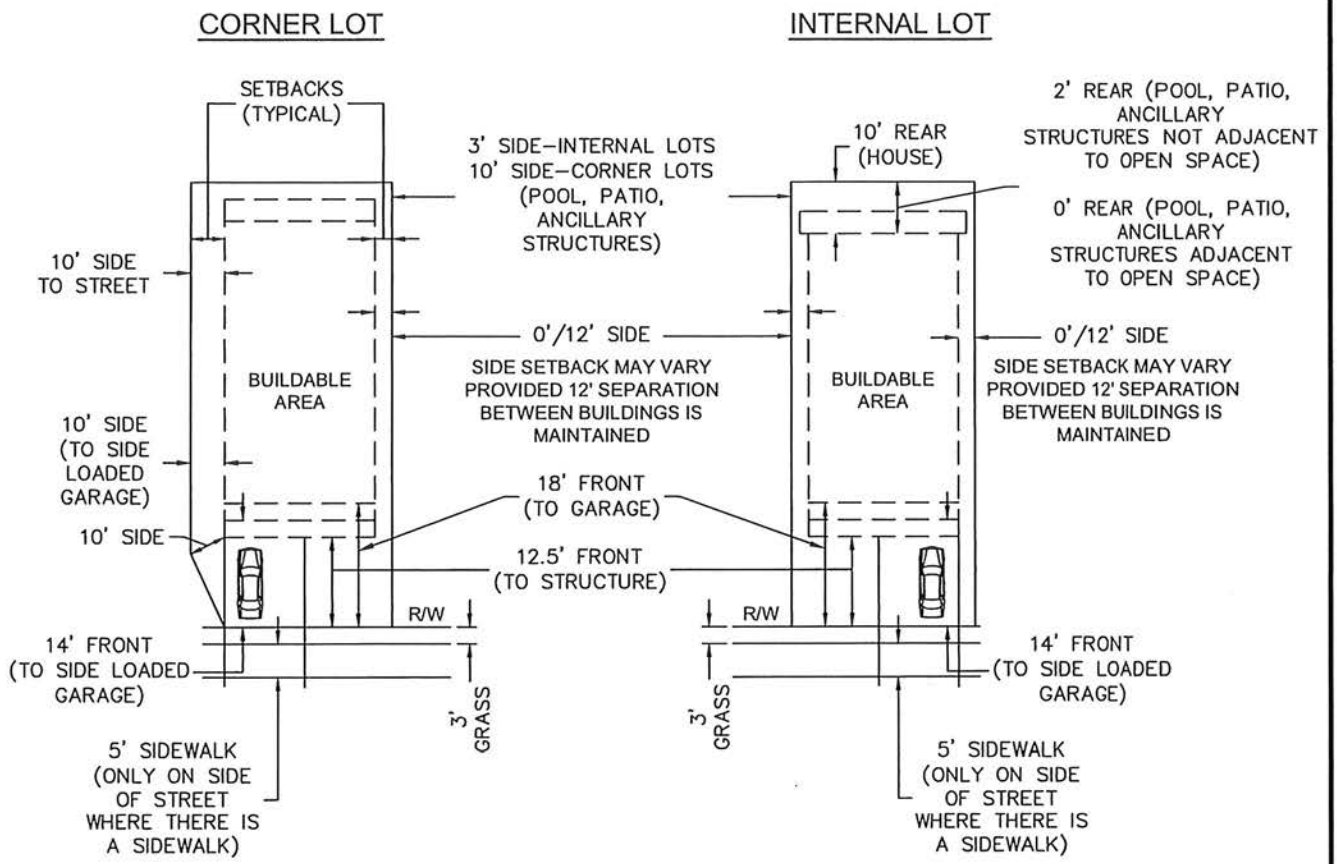
Port St. Lucie, Florida

EXHIBIT - 11

CONCEPTUAL PLAN

EXH-11

EXHIBIT 12A
SINGLE FAMILY
NO ALLEY
FRONT LOADED
50' LOCAL STREET



BUILDING AREA SHALL BE A MAXIMUM OF 60% OF LOT MAXIMUM IMPERVIOUS SHALL BE 80%

NOTES:

1. NON ALLEY LOTS WITHOUT DETACHED GARAGES.
2. SINGLE FAMILY DETACHED LOT'S SIDE SETBACKS VARY PROVIDED 12' SEPARATION BETWEEN BUILDINGS IS MAINTAINED.
3. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'
4. SIDE SETBACKS FOR CORNER LOTS WITH A SIDE LOADED GARAGE (TO GARAGE) IS 18'

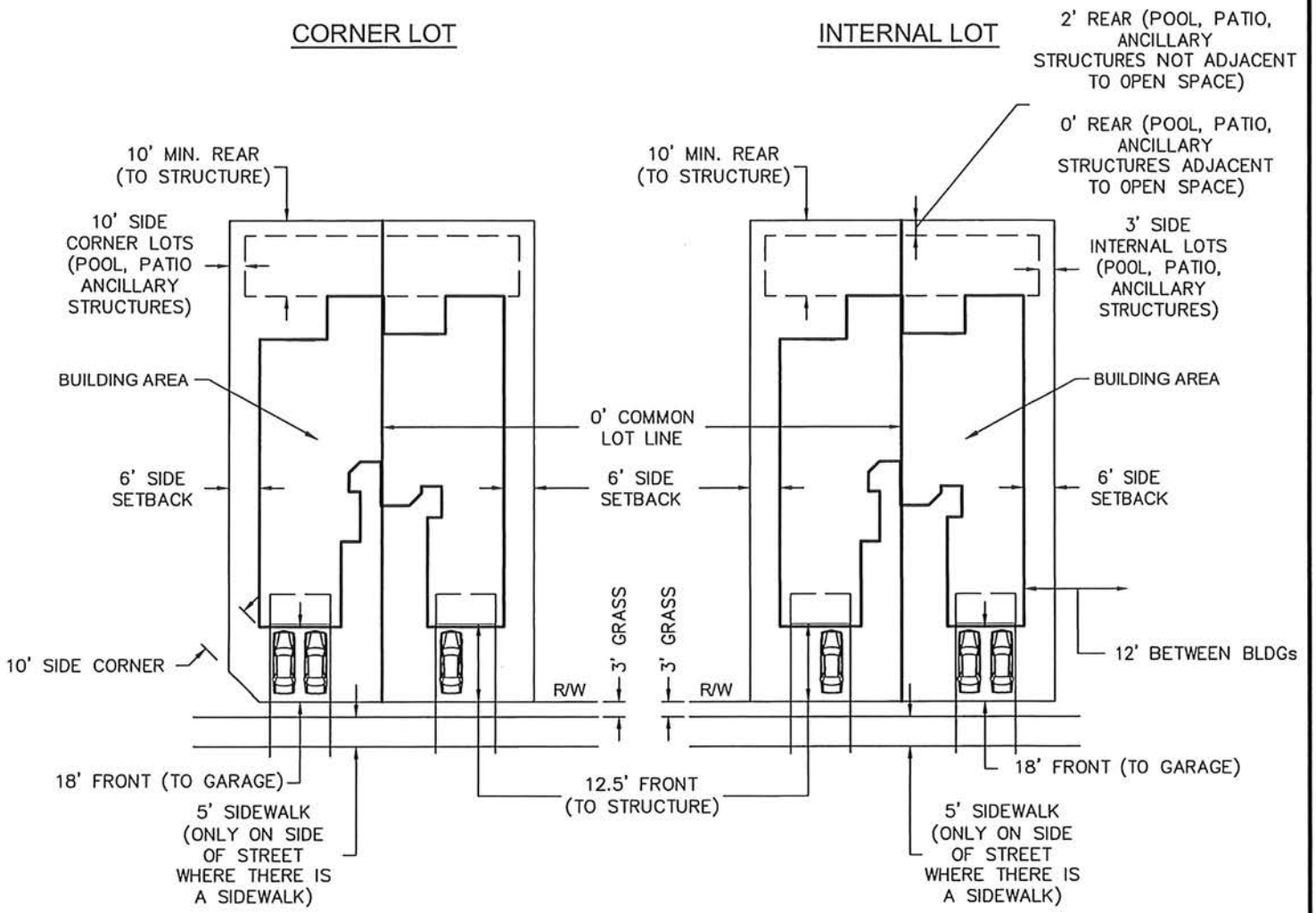
LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT THE RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

THE MINIMUM FRONT LOT WIDTH AT THE R-O-W LINE SHALL BE 25 FEET

TYPICAL SINGLE FAMILY LOT

1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: 1" = 10' DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-12A	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 12A TYPICAL LOT - SINGLE FAMILY - 50' LOCAL STREET - FRONT LOADED	EXH-12A

EXHIBIT 12B
TYPICAL VILLA LOT
NO ALLEY FRONT LOADED
50' LOCAL STREET



BUILDING LOT COVERAGE AREA SHALL BE A MAXIMUM OF 60% OF LOT AREA, MAXIMUM IMPERVIOUS SHALL BE 80%

NOTES:
1. NON ALLEY LOTS
2. SIDE SETBACKS FOR CORNER LOTS ADJACENT TO A STREET IS 10'
3. SIDE SETBACKS FOR CORNER LOTS WITH A SIDE LOADED GARAGE (TO GARAGE) IS 18'

LOT WIDTH MEANS THE HORIZONTAL DISTANCE BETWEEN THE SIDE LOT LINES MEASURED AT RIGHT ANGLES TO THE LOT DEPTH AT A POINT MIDWAY BETWEEN THE FRONT AND REAR PROPERTY LINES.

THE MINIMUM FRONT LOT WIDTH AT THE R-O-W LINE SHALL BE 19 FEET

TYPICAL VILLA LOT

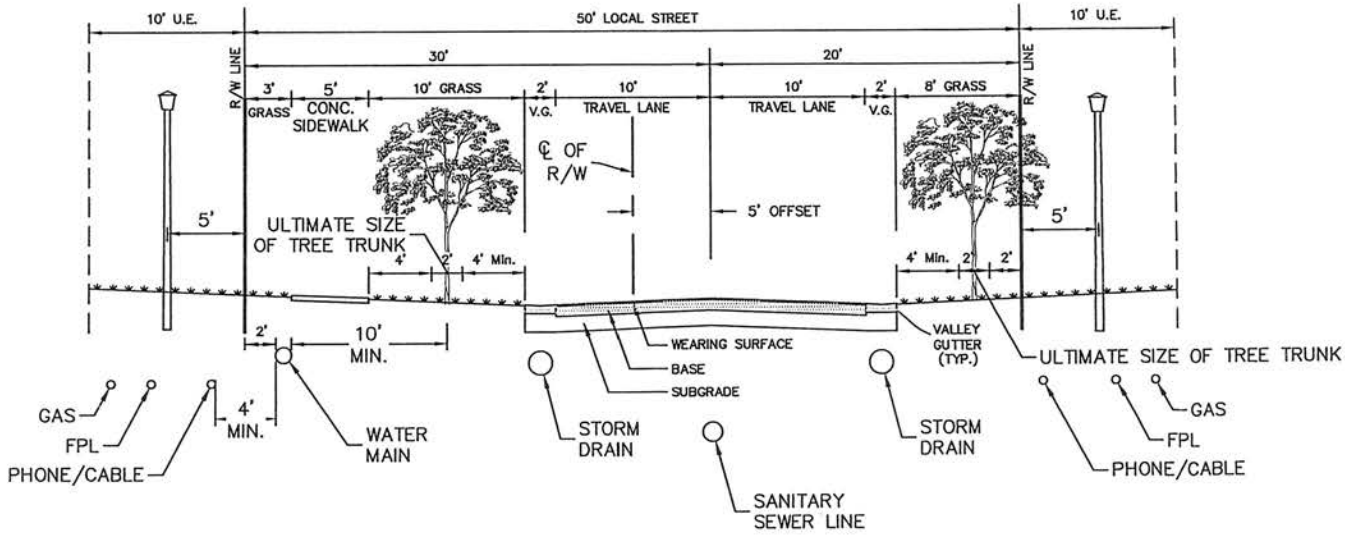
1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: 1" = 10' DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-12B	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 12B TYPICAL LOT - VILLA - FRONT LOADED - 50' LOCAL STREET	EXH-12B

LEGEND

- PROPOSED RIGHT OF WAY
- UTILITY EASEMENT (U.E.)
- CENTERLINE OF CONSTRUCTION
- PROPOSED SIDEWALK (SW)
- PROPOSED TRAVEL LANE

NOTES:

1. STREET TREES MAY BE INSTALLED IN ACCORDANCE WITH SECTION 156.121 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES.
2. TREES SHALL BE ADJUSTED PER DRIVEWAY LOCATIONS WITH A MINIMUM 5' TO THE DRIVEWAY
3. FOR LOOPING PURPOSES, A SECOND WATER MAIN MAY BE INSTALLED UNDER THE ROADWAY OR IN PLACE OF THE STREET TREES AS APPROVED BY THE PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT.
4. STREET LIGHT STYLE, HEIGHT, AND SPACING SHALL BE ADJUSTED TO MEET PSL AND FPL LIGHTING STANDARDS.
5. STREET TREES AND LIGHTS WILL MEET FDOT CLEAR ZONE AND SIGHT DISTANCE REQUIREMENTS. REFER TO EXHIBIT 17 OF MPUD FOR APPROVED STREET TREE LIST.
6. POSTED SPEED LIMIT: 25 MPH
7. PRIVATE ROADWAY OWNED AND MAINTAINED BY A PRIVATE ENTITY AND NOT THE CITY OF PORT ST. LUCIE.



LOCATION OF SIDEWALKS MAY VARY. FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION

RESIDENTIAL LOCAL 2-LANE ROADWAY - 50' ROW
TYPICAL SECTION

N.T.S.

* SIDEWALK SHALL BE ON ONE SIDE OF THE ROADWAY

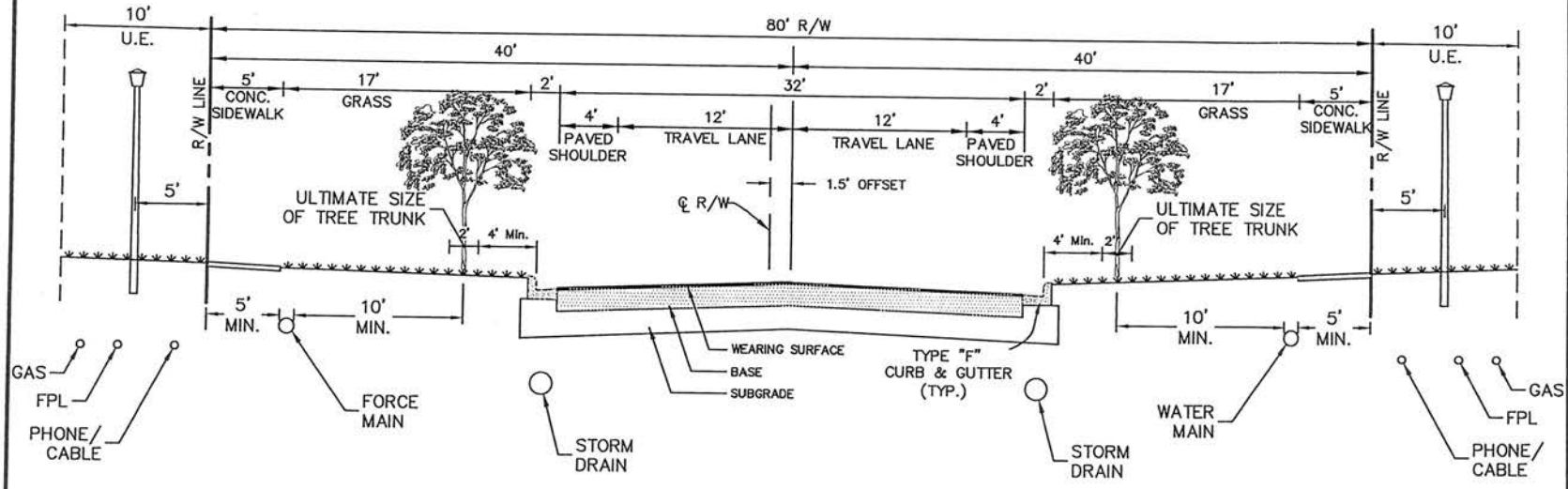
1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: N.T.S. DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-13A	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 13A TYPICAL ROADWAY SECTION - 50' RIGHT-OF-WAY	EXH-13A

LEGEND

- PROPOSED RIGHT OF WAY
- UTILITY EASEMENT (U.E.)
- CENTERLINE OF CONSTRUCTION
- PROPOSED SIDEWALK (SW)
- PROPOSED TRAVEL LANE

NOTES:

1. STREET TREES MAY BE INSTALLED IN ACCORDANCE WITH SECTION 156.121 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES.
2. IN LIEU OF TWO 5' SIDEWALKS, ONE 8' PATH MAY BE SUBSTITUTED. AS APPROVED BY THE PORT ST. LUCIE UTILITY SYSTEMS DEPARTMENT.
3. STREET LIGHT STYLE, HEIGHT, AND SPACING SHALL BE ADJUSTED TO MEET PSL AND FPL LIGHTING STANDARDS.
4. STREET TREES AND LIGHTS WILL MEET FDOT CLEAR ZONE AND SIGHT DISTANCE REQUIREMENTS. REFER TO EXHIBIT 17 OF MPUD FOR APPROVED STREET TREE LIST.
5. POSTED SPEED LIMIT: 25 MPH
6. PRIVATE ROADWAY OWNED AND MAINTAINED BY A PRIVATE ENTITY AND NOT THE CITY OF PORT ST. LUCIE.

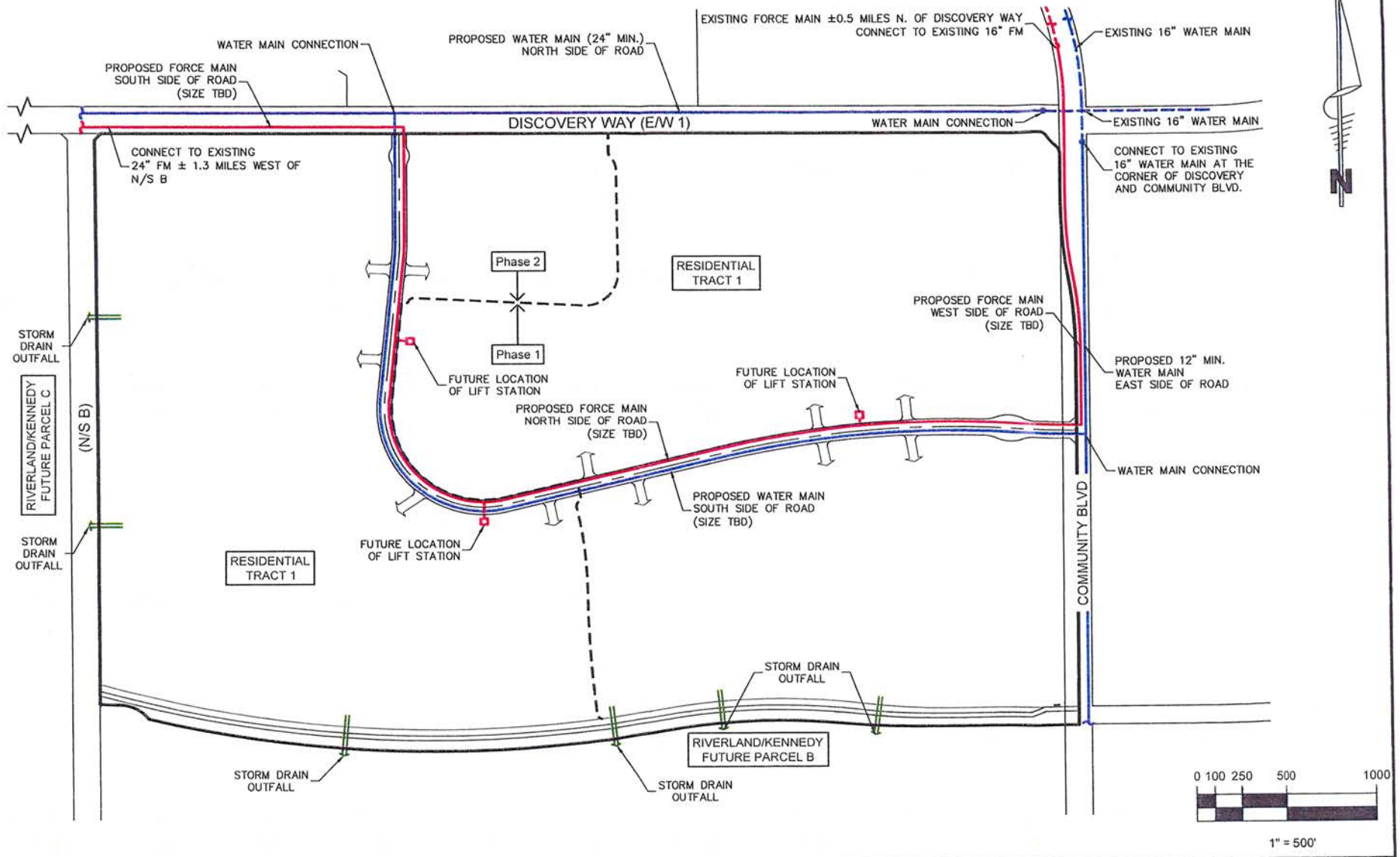


RESIDENTIAL LOCAL 2-LANE ROADWAY - 80' ROW
TYPICAL SECTION

N.T.S.

LOCATION OF SIDEWALKS MAY VARY. FINAL LOCATION OF UTILITIES MAY BE ADJUSTED FOR SPECIFIC CONDITION

1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: 1" = 10' DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-13B	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 13B TYPICAL ROADWAY SECTION - 80' RIGHT-OF-WAY	EXH-13B



1600 Sawgrass Corporate Pkwy. - Suite 400
Sunrise, Florida 33323

SCALE:	1" = 10'
DATE:	2015-06-31
DESIGNED BY:	FPG
CHECKED BY:	GD
FILE NAME:	Exhibit-14

RIVERLAND MPUD - PARCEL A

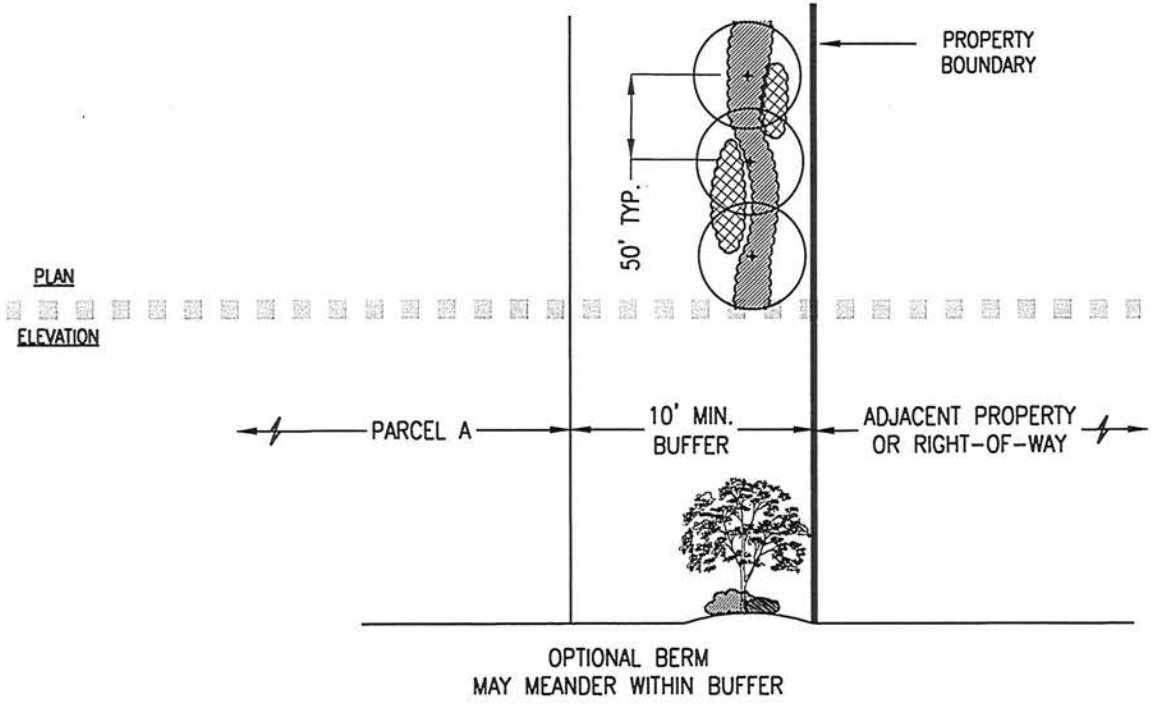
Port St. Lucie, Florida

EXHIBIT - 14

WATER/SEWER PLAN

EXH-14

\\glhomes\Network\Data\Architecture\Landscape Architecture\Riverland\Riverland MP\EXHIBITS\2016-05-09\RL - Conceptual Plan Exhibit -



PERIMETER BUFFER SECTION (MINIMUM):

Planting for this buffer shall consist of:

- A landscape strip at least ten (10) feet in depth shall be located adjacent to all rights-of-way and abutting properties, unless indicated otherwise.
- A Minimum of one (1) tree shall be provided for each thirty (30) linear feet of right-of-way or abutting property, or fractional part thereof. Trees may be place in any arrangement within the landscape strip provided that the spacing between tree trunks is no greater than fifty (50) feet.
- A continuous hedge shall extend the length of the landscape strip. One (1) shrub shall be required for each two (2) linear feet and the shrubs shall be at least twenty-four (24) inches in height at the time of planting. The remainder of the landscape strip shall be planted with grass, ground cover, shrubs, or other landscape treatment, excluding paving.
- Where an adjacent site has been developed and it has a landscape strip that has one (1) tree for each thirty (30) linear feet, or fractional part thereof, the required trees may be placed in other areas of the site, in addition to other required trees.
- If there is no space for additional trees in other areas of the site, the trees shall not be required. However, provided sufficient space exists, additional shrubs shall be required. In such case, a minimum of twenty-four (24) shrubs at least twenty-four (24) inches in height may be substituted for every one required tree. Groundcover may be substituted for no more than fifty (50) percent of the number of required shrubs: Six (6) square feet of groundcover shall be required for every one (1) shrub

10' PERIMETER LANDSCAPE BUFFER

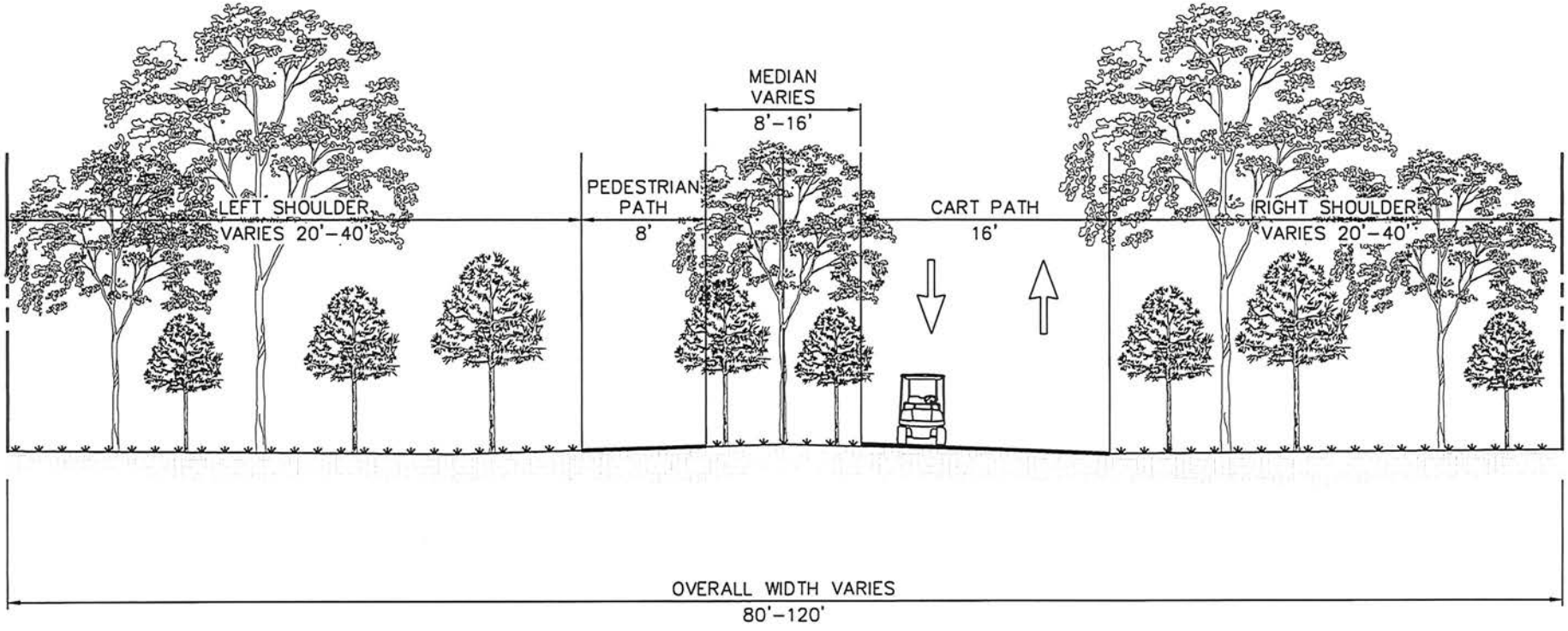
N.T.S.

1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: 1" = 10' DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-15	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 15 10' PERIMETER LANDSCAPE BUFFER DETAIL - Typical (MINIMUM)	EXH-15

LEGEND

PROPOSED TRACT 2 MULTI-MODAL CORRIDOR

CENTERLINE OF CONSTRUCTION



PASEO CROSS SECTION

INCLUSIVE OF MULTI-MODAL PATH

N.T.S.

1600 Sawgrass Corporate Pkwy. - Suite 400 Sunrise, Florida 33323	SCALE: 1" = 10' DATE: 2015-08-31 DESIGNED BY: FPG CHECKED BY: GD FILE NAME: Exhibit-16	RIVERLAND MPUD - PARCEL A Port St. Lucie, Florida EXHIBIT - 16 PASEO MULTI-MODAL CROSS SECTION	EXH-16

EXHIBIT 17 - STREET TREE LIST

NO.	COMMON NAME	SPECIES NAME	TYPE-A	TYPE-B
1	Chinese Drake Elm	*Ulmus parvifolia*	X	
2	Crape Myrtle	*Lagerstroemia*		X
3	Dahoon Holly*	*Ilex cassine*		X
4	Eagleston Holly	*Ilex Hybrid*		
5	East Palatka Holly	*Ilex Hybrid*	X	
6	Foxtail Palm	*Wodyetia bifurcata*		X
7	Gold Medallion Tree	*Cassia leptophylla*		
8	Green Buttonwood*	*Conocarpus erectus*		X
9	Jacaranda	*Jacaranda mimosifolia*	X	
10	Japanese Blueberry	*Elaeocarpus decipiens*		
11	Pink Trumpet Tree	*Tabebuia heterophylla*		X
12	Purple Trumpet Tree	*Tabebuia impetiginosa*		
13	Red Maple*	*Acer rubrum*	X	
14	Royal Palm*	*Roystonea regia*	X	
15	Southern Live Oak*	*Quercus virginiana*	X	

**Florida Native*

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 8-22-16

TO:	Mayor and City Council
THRU:	Jeff Bremer, City Manager
THRU:	Daniel Holbrook, Assistant City Manager – Community Development Director
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning
Agenda Item:	Resolution: Riverland/Kennedy DRI Notice of Proposed Change – 3rd Amendment to the Development Order (P16 - 056)
Submittal Date:	8/11/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced and Responsible Growth.

BACKGROUND: The proposed amendment to the Riverland/Kennedy Development of Regional Impact includes changes to the Plan of development including: Map H, the Master Development Plan and the phasing, buildout and expiration dates.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The resolution was approved as to form by Attorney Thomas Mullin on June 9, 2016 .

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the DRI amendment at their June 7, 2016.

SPECIAL CONSIDERATION: This item is directly related to the Riverland/Kennedy, LLP Comprehensive Plan Amendment (P16-055).

PRESENTATION INFORMATION: Staff may make a short presentation.

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: The property is located south of the proposed extension of Discovery Way, west of the proposed extension of Community Boulevard, and east of Range Line Road.

ATTACHMENTS: Staff report and resolution.

PT/ac

RECEIVED

AUG 1 1 2016

CITY MANAGER'S OFFICE

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: PLANNING AND ZONING BOARD – MEETING OF JUNE 7, 2016

FROM: ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING AC

RE: RIVERLAND/ KENNEDY DEVELOPMENT OF REGIONAL IMPACT (DRI) NOTICE OF PROPOSED CHANGE – 3rd AMENDMENT TO THE DEVELOPMENT ORDER
PROJECT NO. P16-056

DATE: MAY 26, 2016

OWNERS/APPLICANTS: Riverland/Kennedy LLP; Riverland/Kennedy II, LLC; Riverland/Kenendy III, LLC and Riverland Associates I, LLP.

AGENT: Glenn Ryals

LOCATION: The property is located south of the proposed extension of Discovery Way, west of the proposed extension of Community Boulevard, and east of Range Line Road.

LEGAL DESCRIPTION: A parcel of land lying in Sections 15-22, 27, 28, 33, 34, Township 37 South, Range 39 East, City of Port St. Lucie, Florida

SIZE: Approximately 3,845 acres.

CURRENT LAND USE DESIGNATION: NCD (New Community Development District).

CURRENT ZONING: St. Lucie County Agricultural, one unit per five acres (AG-5).

PROJECT BACKGROUND: The original Riverland/Kennedy DRI Development Order (Resolution 06-R78) was approved by the City Council on October 9, 2006. The development plan divided the project into major districts or uses consistent with the NCD land use category policies. The land use categories included Residential, Mixed Use, Employment Center, and Neighborhood Commercial. In total, the development program includes 11,700 residential units; 892,668 square feet of retail; 1,361,250 square feet of research and office; 1,361,250 square feet of light industrial; and 327,327 square feet of institutional and civic uses.

An amendment to the Development Order (Resolution 07-R70) was approved by the City Council on August 27, 2007. The reason for the amendment was to address concerns raised by the Department of Community Affairs (DCA) after the Development Order was adopted by the City and transmitted to the Department, regarding traffic impacts and affordable housing.

A second amendment to the Development Order (Resolution 12-R69) was approved by the City Council on January 26, 2015. The changes were made to the phasing, buildout, and expiration dates; transportation; environment and natural resources; and human resource issues conditions and Map H, the Master Development Plan. The traffic conditions were revised to separate the responsibilities of the road improvements required for Riverland/Kennedy from the other DRIs in the SW annexation area.

PROPOSED CHANGES TO THE DEVELOPMENT ORDER: The notice of proposed change (NOPC) to the approved DRI proposes changes to the phasing, buildout, and expiration dates in the development order and a change to Map H, the master development plan. The changes are summarized below.

Phasing, Buildout and Expiration Dates

The phasing, buildout and expiration dates are proposed to be extended by one year. There were two Executive Orders in the past year by which Governor Scott declared state of emergencies. These Executive Orders together with the tolling provided under Florida Statutes allows for a total of a 16 month extension to development orders for DRIs. The proposed buildout and expiration dates are December 31, 2035 and December 31, 2042 respectively.

Map H, Master Development Plan

The Master Development Plan, Map H, is proposed to be amended to change the designation for the 15 acres located at the NE corner of the property from Neighborhood Commercial to Residential. The total number of approved dwelling units and square footage of commercial development is not proposed to change. The developer has indicated that the commercial parcel no longer fits strategically with their overall master plan. The change is consistent with the proposed changes to Figure 1-5, Riverland/Kennedy NCD District Conceptual Master Plan, of the City's Comprehensive Plan (P16-055).

ANALYSIS:

The proposed changes to the development order conditions are presumed to be Substantial Deviations per Chapter 380.06(19), Florida Statutes, requiring further DRI review. However, the applicant asserts that clear and convincing evidence has been

presented to rebut these presumptions and that the changes are therefore not considered substantial deviations.

The comprehensive plan amendment (P16-055) related to this DRI amendment must be considered by the local governing body at the same time as the proposed DRI amendment. The local governing body must hold a public hearing on the transmittal of the proposed comprehensive plan amendment and then transmit the proposed comprehensive plan amendment to the Department of Economic Opportunity (DEO) and the reviewing state agencies for comment. The DEO and state agencies will send any comments to the City within 30 days of receipt of the amendment. The City Council must hold public hearings to take action on the adoption of the DRI amendment and the proposed comprehensive plan amendment at the same meeting.

STAFF RECOMMENDATION:

Planning and Zoning Department staff finds that the proposed changes will not create additional significant impacts on the regional resources and facilities in the area and recommends approval.

RESOLUTION 16-R52

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, MAKING FINDINGS OF FACT AND DETERMINING CONCLUSIONS OF LAW PERTAINING TO THE RIVERLAND/KENNEDY APPLICATION FOR DEVELOPMENT APPROVAL, A DEVELOPMENT OF REGIONAL IMPACT, AND CONSTITUTING THIS RESOLUTION AS AN AMENDED AND RESTATED DEVELOPMENT ORDER BY THE CITY OF PORT ST. LUCIE IN COMPLIANCE WITH LAW; AND PROVIDING FOR AN EFFECTIVE DATE AND A TERMINATION DATE.

WHEREAS, on July 19, 2004, the City of Port St. Lucie, Florida ("City"), entered into that certain Annexation Agreement to establish the terms and conditions upon which approximately 9,451 acres of agricultural land in unincorporated St. Lucie County, Florida ("Western Annexation Area"), would be annexed into the City for the purpose of urban development; and

WHEREAS, the signatories to the Annexation Agreement included St. Lucie Associates II, LLP, and St. Lucie Associates III, LLP, the owners of 2,550 acres known as Riverland Groves; and Horizons Acquisition 2, LLC, owner of 1,295 acres known as Kennedy Groves, both located in the Western Annexation Area; and

WHEREAS, Riverland/Kennedy, LLP, ("Developer") is a Florida limited liability partnership with its principal place of business in Sunrise, Florida, and is the successor in interest of Horizons Acquisition 2, LLC, and St. Lucie Associates II, LLP, and St. Lucie Associates III, LLP, for purposes of this development order and authorized by the current landowners of the DRI Property (as hereinafter defined); and

WHEREAS, the Riverland/Kennedy Development of Regional Impact ("Project") is a proposed mixed-use development of regional impact to be located on approximately 3,845 acres located in the Western Annexation Area, as more particularly described in Composite Exhibit "A" ("DRI Property"); and

WHEREAS, on August 16, 2004, the Treasure Coast Regional Planning Council ("TCRPC") convened a pre-application conference at which the predecessors in interest to the Developer and various agencies addressed methodology issues and other preliminary matters concerning the Project; and

WHEREAS, on September 13, 2005, pursuant to section 380.06, F.S., the predecessors in interest to the Developer filed an Application for Development Approval for the Project, to be located on the DRI Property, and supplemented it with two sufficiency responses (dated February 28, and May 18, 2006) and,

WHEREAS, on June 7, 2006, the predecessors in interest to the Developer submitted a revised Application for Development Approval, which incorporated and

reflected the original Application for Development Approval and the sufficiency responses; and

WHEREAS, complete copies of these submissions and other review materials were provided to the City of Port St. Lucie ("City"); the Florida Department of Community Affairs ("DCA); TCRPC, and other review agencies; and

WHEREAS, under contract to the City, the TCRPC prepared the Western Annexation Traffic Study (dated January, 2006) ("WATS") for the Project and other proposed developments within the Western Annexation Area, and

WHEREAS, on May 24, 2006, the application and supporting materials were determined to be sufficient for purposes of review; and

WHEREAS, notice regarding public hearings for the Application for Development Approval was provided by publication in the Port St. Lucie News on June 16, 2006; and

WHEREAS, on August 18, 2006, the TCRPC recommended approval of the Application for Development Approval with conditions; and

WHEREAS, on September 6, 2006, the Planning and Zoning Board of the City of Port St. Lucie held a public hearing on the Application for Development Approval and recommended approval with conditions; and

WHEREAS, on September 25, 2006, the City Council of the City of Port St. Lucie ("City Council") held a public hearing to consider the Project, the TCRPC regional report, and comments upon the record made at said public hearing, afforded all interested persons an opportunity to be heard and present evidence, and adopted Resolution No. 06-R78, approving the Project subject to conditions; and

WHEREAS, on May 16, 2007, the Developer submitted Notification of Proposed Change No. 1 ("NOPC No. 1") to TCRPC to amend certain conditions of approval for the Project regarding transportation and affordable housing, with complete copies to the City, DCA and other review agencies; and

WHEREAS, the Legislature has enacted and the Governor has signed into law Chapter 2007-204, Laws of Florida, which provides that "all phase, buildout, and expiration dates for projects that are developments of regional impact and under active construction on July 1, 2007, are extended for 3 years regardless of any prior extension, and such extensions are not a substantial deviation and may not be considered when determining whether a subsequent extension is a substantial deviation; and

WHEREAS, on August 7, 2007, the Planning and Zoning Board of the City of Port St. Lucie held a public hearing on NOPC No. 1 and recommended approval; and

WHEREAS, on August 27, 2007, the City Council held a public hearing to consider NOPC No. 1, the TCRPC regional report, and comments upon the record made at said public hearing, afforded all interested persons an opportunity to be heard and present evidence, and adopted Resolution No. 07-R70, approving the Project subject to conditions; and

WHEREAS, on March 8, 2011, the Developer submitted Notification of Proposed Change No. 2 ("NOPC No. 2") to TCRPC to amend certain conditions of approval for the Project regarding the phasing, buildout and expiration dates; transportation; environmental and natural resources; and human resource issues, with complete copies to the City, DCA and other review agencies; and

WHEREAS, the 3 year extension provided by Chapter 2007-204, Laws of Florida for all phase dates was inadvertently not reflected in the phasing of the Transportation Conditions in Resolution No. 07-R70 and is now being applied to Tables 3, 4 and 5; and

WHEREAS, on June 2, 2011, Governor Scott signed into law House Bill 7202, which extends for 4 years all commencement, phase, buildout and expiration dates (including associated mitigation requirements) for projects that are currently valid developments of regional impact, regardless of any previous extension. HB 7207 further provides that the 4-year extension is not a substantial deviation; and

WHEREAS, on June 13, 2011, by virtue of Executive Order 11-128, Governor Scott declared a state of emergency for the entire State of Florida due to the ongoing danger of wildfires. Governor Scott subsequently extended Executive order 11-128 two times – once for 60 days (to October 4, 2011) by virtue of Executive Order 11-172 issued on August 5, 2011 and then for an additional 30 days (to November 3, 2011) by virtue of Executive Order 11-202 issued on October 4, 2011. The duration of the emergency declaration was thus 126 days (i.e., from July 1, 2011 to November 3, 2011).

Chapter 2011-142, Laws of Florida, provides that a declaration of state of emergency by the Governor tolls specified permits and authorizations, including development orders and build-out dates, for the duration of the emergency declaration, and extends such permits and authorizations for 6 months in addition to the tolling period.

WHEREAS, on June 5, 2012, the Planning and Zoning Board of the City of Port St. Lucie held a public hearing on NOPC No. 2 and recommended approval; and

WHEREAS, On June 25, 2012, by virtue of Executive Order 12-140, Governor Scott declared a state of emergency for the entire State of Florida due to Tropical Storm Debby. The duration of this executive order is 60 days which together with an additional 6 month tolling as provided under Florida Statute Section 252.363 allows for a total of an

8 month extension to development orders and build out dates for Developments of Regional Impact; and

WHEREAS, on July 9, 2012, the City Council held a public hearing to consider NOPC No. 2, the TCRPC letter, and comments upon the record made at said public hearing, and afforded all interested persons an opportunity to be heard and present evidence; and

WHEREAS, on July 9, 2012 the public hearing was continued until August 13, 2012; and

WHEREAS, on August 13, 2012 the public hearing was continued until September 10, 2012; and

WHEREAS, on August 25, 2012, by virtue of Executive order 12-199, Governor Scott declared a state of emergency for the entire State of Florida due to Tropical Storm Isaac. On October 22, 2012, by virtue of Executive Order 12240, Governor Scott extended Executive Order 12-199 until November 21, 2012 for certain counties, including St. Lucie County. The duration of the emergency declaration for Tropical Storm Isaac for St. Lucie County was thus 88 days, which together with an additional 6 months tolling as provided under Florida Statute section 252.363 allows for a total of a 9 month extension to development orders and build-out dates for Developments of Regional Impact, and

WHEREAS, on September 10, 2012 the public hearing was continued until October 8, 2012, and

WHEREAS, on October 8, 2012 the public hearing was continued until December 10, 2012, and

WHEREAS, on December 10, 2012 the public hearing was continued until January 14, 2013, and

WHEREAS, on January 14, 2013 the public hearing was continued until February 11, 2013.

WHEREAS, on February 11, 2013 Resolution 12-R69 was tabled to a date not certain.

<u>WHEREAS, on January 26, 2015, the City Council held a public hearing to consider NOPC No. 2 and adopted Resolution No. 12-R69, approving the Project subject to conditions; and</u>

<u>WHEREAS, on August 28, 2015, by virtue of Executive Order 15-173, Governor Scott declared a state of emergency for the entire State of Florida due to Tropical Storm</u>

Erika. The duration of the emergency declaration for Tropical Storm Erika for St. Lucie County was thus 60 days, which together with an additional 6 months tolling as provided under Florida Statute Section 252.363 allows for a total of a 8 month extension to development orders and build-out dates for Developments of Regional Impact, and

WHEREAS, on February 26, 2016, by virtue of Executive Order 16-59, Governor Scott declared a state of emergency for certain counties, including St. Lucie County, due to discharges of harmful water from Lake Okeechobee. The duration of the emergency declaration was thus 60 days, which together with an additional 6 months tolling as provided under Florida Statute Section 252.363 allows for a total of a 8 month extension to development orders and build-out dates for Developments of Regional Impact, and

WHEREAS, on April 26, 2016, the Developer submitted Notification of Proposed Change No. 3 ("NOPC No. 3") to the TCRPC to amend the phasing, buildout, and expiration dates and Map H, the Master Development Plan, with complete copies to the City, DEO and other review agencies; and

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

FINDINGS OF FACT

The City Council, having considered all the documents, comments, testimony and evidence presented to it, finds as follows:

1. The above recitals are true and correct, and are incorporated into this Development Order by this reference.

2. The Project as modified is consistent with the State Comprehensive Plan.

3. The Project as modified is consistent with the Port St. Lucie Comprehensive Plan and the Port St. Lucie Land Development Regulations.

4. The Project as modified is consistent with the TCRPC's Riverland/Kennedy Development of Regional Impact Assessment Report dated August 2006.

5. The Project is not located in an area of critical state concern designated pursuant to section 380.05, F.S.

6. This Development Order includes adequate provisions for the public facilities needed to accommodate the impacts of the proposed development pursuant to the requirements of Section 380.06, F.S.

7. NOPC No. ~~2~~ 3 and its supporting documentation were reviewed as required by Chapter 380, F.S., and the local land development regulations and are incorporated into this Development Order by this reference.

8. NOPC No. ~~2~~ 3 does not constitute a substantial deviation from the Development Order adopted by the City Council on September 25, 2006 and is otherwise approved, subject to the conditions set forth in this Development Order.

CONCLUSIONS OF LAW

The City Council, having made the findings of fact set forth above, makes the following conclusions of law:

9. The City Council is the governing body with legal jurisdiction over the DRI Property and is authorized and empowered by Chapter 380, F.S., to issue this Development Order.

10. The Project as modified is approved for development pursuant to section 380.06, F.S., on the DRI Property attached as Composite Exhibit "A", subject to the conditions of approval set forth in Exhibit "B" of this Development Order and the Equivalency Matrix attached as Exhibit "C", both of which are incorporated into this Development Order by this reference.

11. Development shall be located substantially as depicted on the Master Development Plan (Map H) attached as Exhibit "D", which is incorporated into this Development Order by reference.

12. Development shall be consistent with the Port St. Lucie Comprehensive Plan, the Port St. Lucie Land Development Regulations and this Development Order.

13. Within 10 days after adoption of this Development Order, the City Clerk shall render copies of this Development Order with all attachments, certified as complete and accurate, by certified mail (return receipt requested) to the Developer, ~~DCA~~ the Department of Economic Opportunity and TCRPC as required by Rule ~~9J2.025(5)~~ 73C-40.025, F.A.C.

14. This Development Order shall take effect, following rendition, as provided by law.

15. Notice of the adoption of this Development Order or any amendment shall be recorded by the Developer, within 30 days after its effective date, in accordance with sections 28.222 and 380.06(15)(f), F.S., with the Clerk of the Circuit Court of St. Lucie County, Florida. The notice shall specify that this Development Order runs with the land and is binding on the Developer, its agents, lessees, successors

or assigns. A copy of such notice shall be forwarded to the Port St. Lucie Planning and Zoning Department within seven days after recordation.

16. The Project as modified shall not be subject to down-zoning, unit density reduction or intensity reduction or other reduction of approved land uses before the expiration date of this Development Order, unless either (a) the Developer consents to such a change, or (b) the City demonstrates that a substantial change in the conditions underlying the approval of the Development Order has occurred, or that the Development Order was based on substantially inaccurate information provided by the Developer, or that the change is clearly established by the City as essential to the public health, safety or welfare.

17. This Development Order shall not preclude the City from requiring the payment of impact fees and/or other fees for development or construction within the Project, provided such fees are assessed in accordance with a duly adopted ordinance and are charged to all other similarly situated developers for the same activities within all other areas of the City.

18. In the event that the Developer violates any condition of this Development Order, or otherwise fails to act in substantial compliance with this Development Order, the City may stay the effectiveness of this Development Order on the identifiable tract or parcel, or portion of the tract or parcel owned by the person or entity violating the condition, and within the DRI Property described in Exhibit "A", after a stated compliance date. The Developer shall be given a written notice of violation by the City and a reasonable period of time to cure the violation. The Developer may petition the City Council for review of the notice of violation, prior to the stated compliance date, and said review shall be conducted at a public hearing. Filing of a petition for review shall delay the effectiveness of the notice of violation until the review has been conducted. If the violation has not been cured or corrected by the stated compliance date, all further development permits, approvals and services for the development said tract or parcel, or portion of tract or parcel, shall be withheld until the violation is corrected. For purposes of this condition, the terms "tract" and "parcel" shall mean "any quantity of land capable of being described with such definiteness that its boundaries may be established, which is designated by its owner or developer as land to be used or developed as a unit or which has been used or developed as a unit, located within the DRI Property legally described in Exhibit 'A' attached hereto and the Master Development Plan (Map H) in the ADA."

19. Upon request, and in accordance with the City's adopted certificate of concurrency fee, in the development review fee schedule, the City shall provide to the Developer a letter stating whether the portion of the Project at issue is in compliance with applicable conditions of this Development Order.

20. Pursuant to Section 380.06(5)(c), F.S., the Project shall be bound by the rules adopted pursuant to Chapters 373 and 403, F.S., in effect at the time of issuance of this Development Order.

21. Compliance with this Development Order shall be monitored through normal City permitting procedures, the procedures listed in the specific conditions of approval, and review of the biennial report. The local official responsible for assuring compliance with this Development Order is the Director of Planning and Zoning.

22. This Developer Order shall be binding upon the Developer and its assigns or successors in interest. Any reference herein to any governmental agency shall be construed to mean any future instrumentality which may be created and designated as successor in interest to, or which otherwise possesses any of the powers and duties of, any referenced governmental agency in existence on the effective date of this Development Order.

23. It is declared to be the City's intent that, if any section, subsection, sentence, clause, condition or provision of this Development Order is held to be invalid by a court of competent jurisdiction, the remainder of this Development Order shall be construed as not having contained said section, subsection, sentence, clause, condition or provision and shall not be affected by such holding.

PASSED AND ADOPTED on this 22nd day of August, 2016.

CITY COUNCIL OF THE CITY OF
PORT ST. LUCIE, FLORIDA

_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Azlina Goldstein Siegel, Interim City Attorney

FORM DEO-BCP-PROPCHANGE-1
Rule 73C-40.010, FAC. Effective 11-20-90
(Renumbered 10-01-11)

STATE OF FLORIDA
DEPARTMENT OF ECONOMIC OPPORTUNITY
DIVISION OF COMMUNITY PLANNING & DEVELOPMENT
The Caldwell Building, MSC 160
107 East Madison Street
Tallahassee, Florida 32399

NOTIFICATION OF A PROPOSED CHANGE TO A PREVIOUSLY APPROVED DEVELOPMENT OF REGIONAL IMPACT (DRI) SUBSECTION 380.06(19), FLORIDA STATUTES

Subsection 380.06(19), Florida Statutes, requires that submittal of a proposed change to a previously approved DRI be made to the local government, the regional planning agency, and the state land planning agency according to this form.

1. I, Alan Fant, the undersigned owner/authorized representative of (a) Riverland/Kennedy LLP, (b) Riverland/Kennedy II, LLC, (c) Riverland/Kennedy III, LLC and (d) Riverland Associates I, LLLP hereby give notice of a proposed change to a previously approved Development of Regional Impact in accordance with Subsection 380.06(19), Florida Statutes. In support thereof, I submit the following information concerning the Riverland/Kennedy DRI development, which information is true and correct to the best of my knowledge. Under separate cover, copies of this completed notification are being submitted to the City of Port St. Lucie, to the Treasure Coast Regional Planning Council, and to the Bureau of Community Planning, Department of Economic Opportunity.

RIVERLAND/KENNEDY LLP, a Florida limited liability partnership

By: St. Lucie Associates IV, LLLP, a Florida limited liability limited partnership, a Partner

By: St. Lucie IV Corporation, a Florida corporation, its general partner

By: _____ V.P.
Alan J. Fant, Vice President
Date: April 26, 2016

RIVERLAND/KENNEDY II, LLC, a Florida limited liability limited company

By: _____, V.P.
Alan J. Fant, Vice President
Date: April 26, 2016

RIVERLAND/KENNEDY III, LLC, a Florida limited liability limited company

By: _____, V.P.
Alan J. Fant, Vice President
Date: April 26, 2016

RIVERLAND ASSOCIATES I, LLLP, a Florida limited liability limited partnership

By: Riverland I Corporation, a Florida corporation, its general partner

By: _____, V.P.
Alan J. Fant, Vice President
Date: April 26, 2016

2. Applicants (name, address, phone).

Riverland/Kennedy LLP; Riverland/Kennedy II, LLC;
Riverland/Kennedy III, LLC; and Riverland Associates I, LLLP
Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
(954) 753-1730

3. Authorized Agent (name, address, phone).

Glenn Ryals
Sawgrass Corporate Parkway, Suite 400
Sunrise, FL 33323
(954) 753-1730

4. Location (City, County, Township/Range/Section) of approved DRI and proposed change.

City of Port St. Lucie, St. Lucie County, Sections 15 through 22, 27, 28 & 33, Township 37 South, Range 39 East.

5. Provide a complete description of the proposed change. Include any proposed changes to the plan of development, phasing, additional lands, commencement date, build-out date, development order conditions and requirements, or to the representations contained in either the development order or the Application for Development Approval.

Indicate such changes on the project master site plan, supplementing with other detailed maps, as appropriate. Additional information may be requested by the Department or any reviewing agency to clarify the nature of the change or the resulting impacts.

The NOPC #3, Map H (located at Exhibit "D") is revised to be consistent with the Comprehensive Plan Amendment which Applicants submitted to the City of Port St. Lucie on April 6, 2016. As you will see at Exhibit "D", the "NOPC 2 – Map H" is replaced with "NOPC 3 – Map H" to remove the commercial designation from the 15 acres in the NE corner of the property and the residential acres have been increased to reflect an additional 15 acres for a total of 765 acres. This change is requested because the commercial parcel at the NE corner of the property no longer fits strategically with the Applicants' overall master plan. No changes have been made to the phasing other than dates, which have been revised to reflect the additional development time allowed pursuant to Governor Scott's August 28, 2015 Executive Order 15-173 which was declared for Tropical Storm Erika. No additional lands have been included. The commencement date remains unchanged, however the build-out date has been extended to reflect Executive Order 15-173 as noted above. No other changes have been made to the development order conditions and requirements, or the representations contained in either the development order or the Application for Development Approval.

6. Complete the attached Substantial Deviation Determination Chart for all land use types approved in the development. If no change is proposed or has occurred, indicate no change.

Completed Substantial Deviation Determination Chart is attached hereto.

7. List all the dates and resolution numbers (or other appropriate identification numbers) of all modifications or amendments to the originally approved DRI development order that have been adopted by the local government, and provide a brief description of the previous changes (i.e., any information not already addressed in the Substantial Deviation Determination Chart). Has there been a change in local government jurisdiction for any portion of the development since the last approval or development order was issued? If so, has the annexing local government adopted a new DRI development order for the project?

NOPC No. 1 adopted by Resolution No. 07R70 on August 27, 2007, amended certain condition of approval for the Project regarding transportation and affordable housing.

NOPC No. 2 adopted by Resolution No. 12-R69 on January 1, 2015, amended certain conditions of approval for the Project regarding the phasing, buildout and expiration dates; transportation; environmental and natural resources; and human resource issues.

There has been no change in local government jurisdiction for any portion of the development since the last approval or development order was issued.

8. Describe any lands purchased or optioned within 1/4 mile of the original DRI site subsequent to the original approval or issuance of the DRI development order. Identify such land, its size, intended use, and adjacent non-project land uses within ½ mile on a project master site plan or other map.

No lands have been purchased or optioned within 1/4 mile of the original DRI site subsequent to the original approval or issuance of the DRI development order.

9. Indicate if the proposed change is less than 40% (cumulatively with other previous changes) of any of the criteria listed in Paragraph 380.06(19)(b), Florida Statutes.

Do you believe this notification of change proposes a change which meets the criteria of Subparagraph 380.06(19)(e)2., F.S.
YES **X** NO _____

10. Does the proposed change result in a change to the buildout date or any phasing date of the project? If so, indicate the proposed new buildout or phasing dates.

The proposed change results in a change to the buildout date and phasing dates of the project as noted in Conditions 3, 4 and 5 of the Exhibit "B" of the proposed NOPC #3. These changes result from the Executive Order 15-173 as explained in paragraph 5 above.

11. Will the proposed change require an amendment to the local government comprehensive plan?

Yes, the proposed change will require a change to the City of Port St. Lucie Comprehensive Plan land use element Figure 18. This Comprehensive Plan Amendment was submitted to the City on April 6, 2016.

Provide the following for incorporation into such an amended development order, pursuant to Subsections 380.06 (15), F.S., and 73-40.025, Florida Administrative Code:

12. An updated master site plan or other map of the development portraying and distinguishing the proposed changes to the previously approved DRI or development

order conditions.

Map H (located at Exhibit "D") of the attached NOPC #3 is provided which portrays and distinguishes the proposed changes to the previously approved DRI and development order conditions.

13. Pursuant to Subsection 380.06(19)(f), F.S., include the precise language that is being proposed to be deleted or added as an amendment to the development order. This language should address and quantify:

    a. All proposed specific changes to the nature, phasing, and build-out date of the development; to development order conditions and requirements; to commitments and representations in the Application for Development Approval; to the acreage attributable to each described proposed change of land use, open space, areas for preservation, green belts; to structures or to other improvements including locations, square footage, number of units; and other major characteristics or components of the proposed change;

    b. An updated legal description of the property, if any project acreage is/has been added or deleted to the previously approved plan of development;

    c. A proposed amended development order deadline for commencing physical development of the proposed changes, if applicable;

    d. A proposed amended development order termination date that reasonably reflects the time required to complete the development;

    e. A proposed amended development order date until which the local government agrees that the changes to the DRI shall not be subject to down-zoning, unit density reduction, or intensity reduction, if applicable; and

    f. Proposed amended development order specifications for the annual report, including the date of submission, contents, and parties to whom the report is submitted as specified in Subsection 73C-40.025 (7), F.A.C.

Please see the attached proposed Development Order Exhibit "B". Changes are only being proposed to the phasing dates and buildout dates as explained in paragraphs 5 and 10 above together with a change to Map H (located at Exhibit "D") as referenced in paragraph 5 above. No other changes are being proposed at this time.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Attraction/Recreation	# Parking Spaces	N/A		
	# Spectators	N/A		
	# Seats	N/A		
	Site locational changes	N/A		
	Acreage, including drainage, ROW, easements, etc.	N/A		
	External Vehicle Trips	N/A		
	D.O. Conditions	N/A		
	ADA Representations	N/A		
Airports	Runway (length)	N/A		
	Runway (strength)	N/A		
	Terminal (gross square feet)	N/A		
	# Parking Spaces	N/A		
	# Gates	N/A		
	Apron Area (gross square feet)	N/A		
	Site locational changes	N/A		
	Airport Acreage, including drainage, ROW, easements, etc.	N/A		

Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Airports (cont.)	# External Vehicle Trips	N/A		
	D.O. Conditions	N/A		
	ADA representations	N/A		
Hospitals	# Beds	N/A		
	# Parking Spaces	N/A		
	Building (gross square feet)	N/A		
	Site locational changes	N/A		
	Acreage, including drainage, ROW, easements, etc.	N/A		
	External Vehicle Trips	N/A		
	D.O. conditions	N/A		
	ADA representations	N/A		
Industrial	Acreage, including drainage, ROW, easements, etc.	No Changes		
	# Parking spaces	No Changes		
	Building (gross square feet)	No Changes		
	# Employees	No Changes		
	chemical storage (barrels and pounds)	No Changes		
	Site locational changes	No Changes		

Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Industrial (cont.)	# External vehicle trips	No Changes		
	D.O. Conditions	No Changes		
	ADA representations	No Changes		
Mining Operations	Acreage mined (year)	N/A		
	Water withdrawal (gal/day)	N/A		
	Size of mine (acres), including drainage, ROW, easements, etc.	N/A		
	Site locational changes	N/A		
	# External vehicle trips	N/A		
	D.O. Conditions	N/A		
	ADA representations	N/A		
Office	Acreage, including drainage, ROW, easements, etc.	No Changes		
	Building (gross square feet)	No Changes		
	# Parking Spaces	No Changes		
	# Employees	No Changes		
	Site locational changes	No Changes		
	# External vehicle trips	No Changes		
	D.O. Conditions	No Changes		

Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Office (cont.)	ADA representations	No Changes		
Petroleum/Chemical Storage	Storage Capacity (barrels and/or pounds)	N/A		
	Distance to Navigable Waters (feet)	N/A		
	Site locations changes	N/A		
	Facility Acreage, including drainage, ROW, easements, etc.	N/A		
	# External vehicle trips	N/A		
	D.O. Conditions	N/A		
	ADA representations	N/A		
Ports (Marinas)	# Boats, wet storage	N/A		
	# Boats, dry storage	N/A		
	Dredge and fill (cu. yds.)	N/A		
	Petroleum storage (gals.)	N/A		
	Site locational changes	N/A		
	Port Acreage, including drainage, ROW, easements, etc.	N/A		
	# External vehicle trips	N/A		
	D.O. Conditions	N/A		
	ADA representations	N/A		

Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Residential	# Dwelling units	No Changes		
	Type of dwelling units	No Changes		
	# of lots	No Changes		
	Acreage, including drainage, ROW, easements, etc.	3095	3080	
	Site locational changes	Per Map H	Per Map H	
	# External vehicle trips	No Changes		
	D.O. Conditions	No Changes		
Wholesale, Retail, Service	Acreage, including drainage, ROW, easements, etc.	166	181	
	Floor Space (gross square feet)	No Changes		
	# Parking Spaces	No Changes		
	# Employees	No Changes		
	Site locational changes	Per Map H	Per Map H	
	# External vehicle trips	No Changes		
	D.O. Conditions	No Changes		
	ADA representations	No Changes		

Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Hotel/Motel	# Rental Units	N/A		
	Floor space (gross square feet)	N/A		
	# Parking Places	N/A		
	# Employees	N/A		
	Site locational changes	N/A		
	Acreage, including drainage, ROW, easements, etc.	N/A		
	# External vehicle trips	N/A		
	D.O. Conditions	N/A		
	ADA representations	N/A		
R.V. Park	Acreage, including drainage, ROW, easements, etc.	N/A		
	# Parking Spaces	N/A		
	Buildings (gross square feet)	N/A		
	# Employees	N/A		
	Site locational changes	N/A		
	# External vehicle trips	N/A		
	D.O. conditions	N/A		
	ADA representations	N/A		

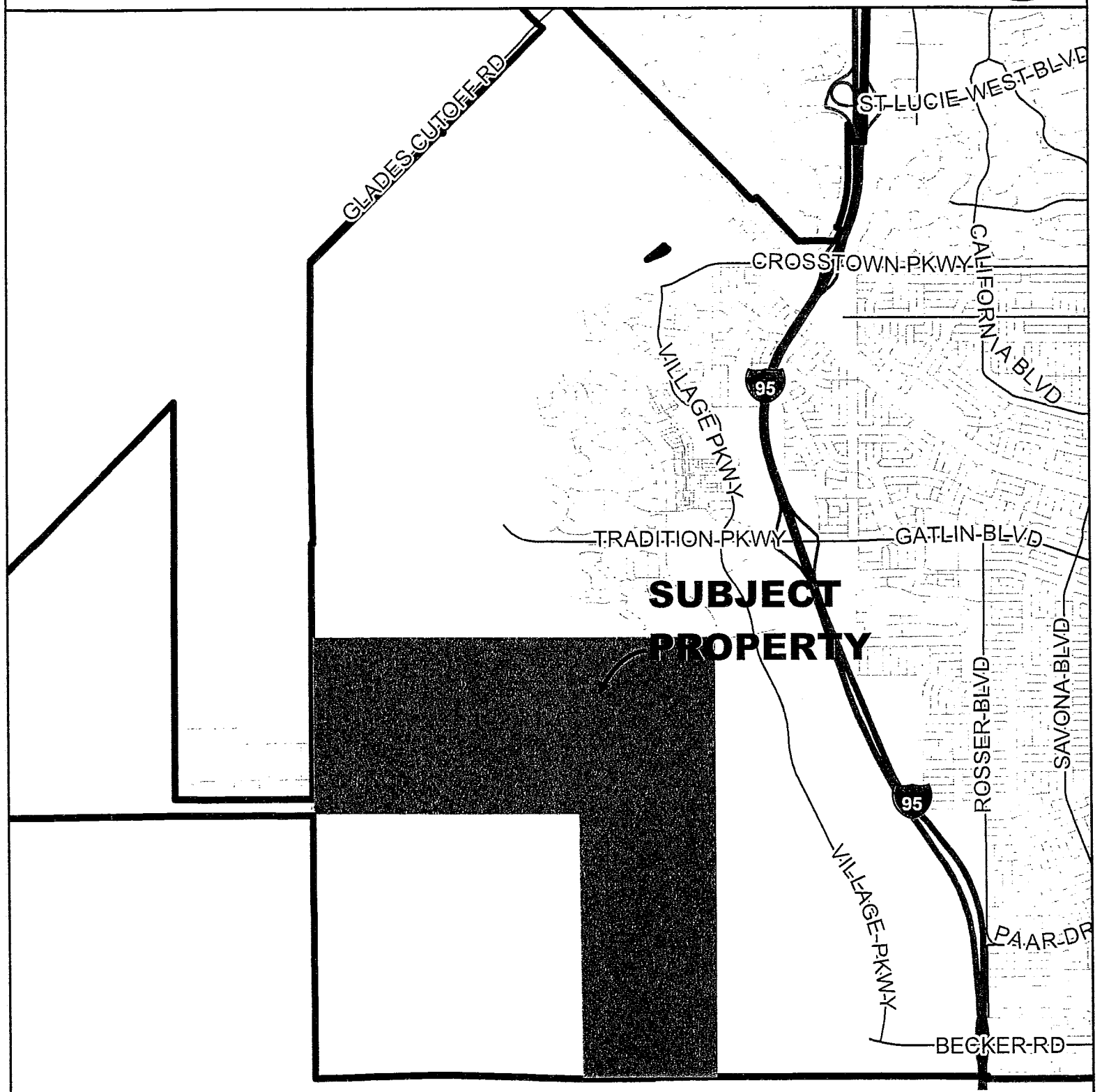
Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

SUBSTANTIAL DEVIATION DETERMINATION CHART

TYPE OF LAND USE	CHANGE CATEGORY	PROPOSED PLAN	ORIGINAL PLAN	PREVIOUS D.O. CHANGE & DATE OF CHANGE
Open Space (All natural and vegetated non-impervious surfaces)	Acreage	No Changes		
	Site locational changes	No Changes		
	Type of open space	No Changes		
	D.O. Conditions	No Changes		
	ADA representations	No Changes		
Preservation, Buffer or Special Protection Areas Preservation (cont.)	Acreage	No Changes		
	Site locational changes	No Changes		
	Development of site proposed	No Changes		
	D.O. Conditions	No Changes		
	ADA representations	No Changes		

Note: If a response is to be more than one sentence, attach a detailed description of each proposed change and copies of the proposed modified site plan drawings. The Bureau may request additional information from the developer or his agent.

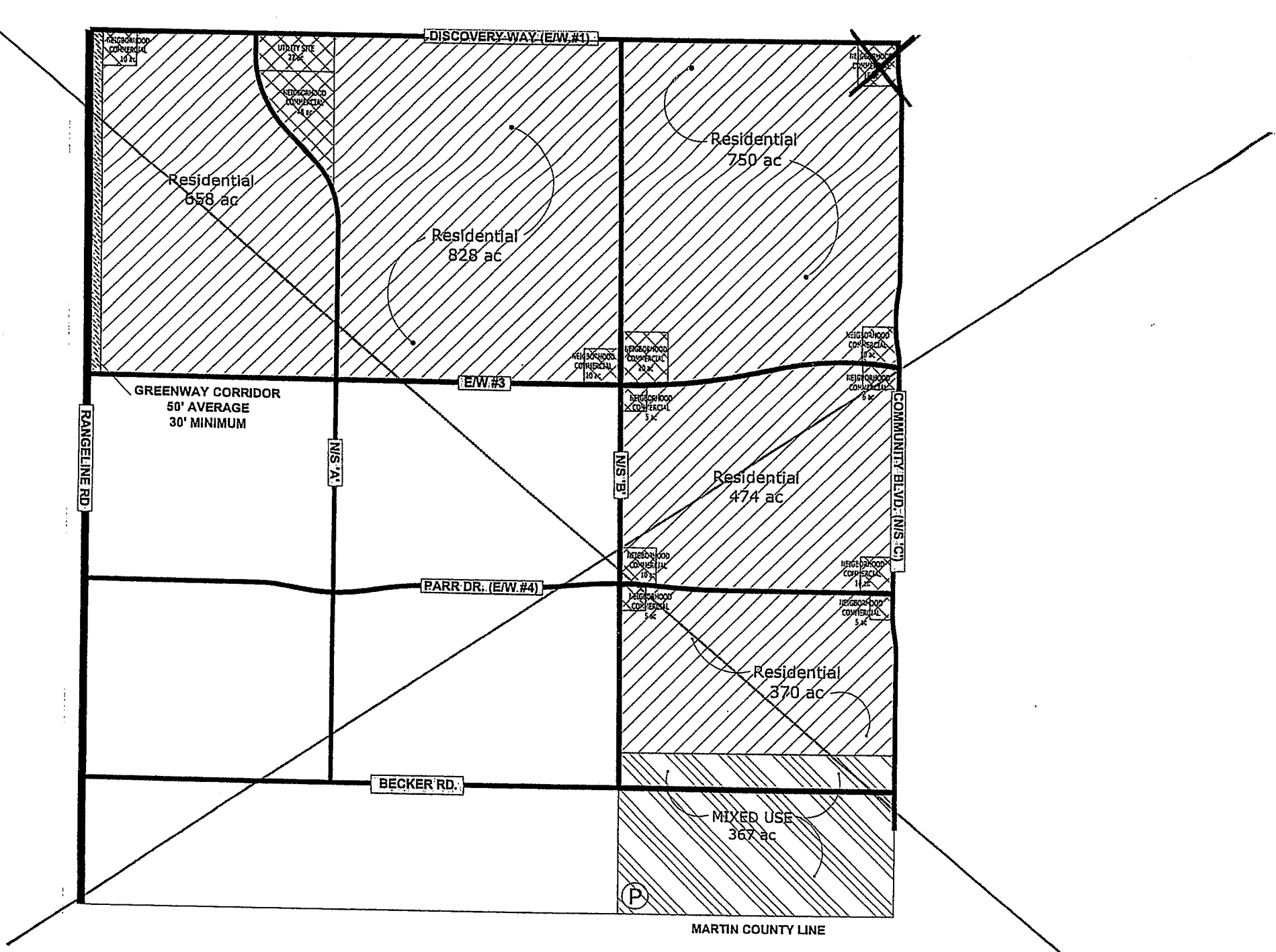
GENERAL LOCATION



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	DRI/N.O.P.C. RIVERLAND/KENNEDY DRI RIVERLAND/KENNEDY	DATE: 5/24/2016 APPLICATION NUMBER: P16-056 USER: patricias SCALE: 1 in = 1 miles

AERIAL

CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	DRI/N.O.P.C. RIVERLAND/KENNEDY DRI RIVERLAND/KENNEDY AERIAL DATE 2014	DATE: 5/24/2016 APPLICATION NUMBER: P16-056 USER: patricias SCALE: 1 in = 3,200 ft	



J:\Architecture\Landscape Architecture\Riverland\Riverland DRI\Riverland NOPC 2 Map H 03-05-14.dwg

~~Development Order~~
~~Exhibit 'D'~~
~~NOPC 2 - Map H~~

Riverland / Kennedy DRI

Single Family Residential Including Schools & Support Facilities, Civic, Institutional, Parks / Recreational, Places of Worship, Conservation / Mitigation

Mixed Use Residential Including Schools & Support Facilities, Civic, Institutional, Parks / Recreational, Places of Worship, Commercial

Neighborhood Commercial Center includes Commercial, Office, Institutional, Civic, Parks / Recreational, Hotel/Inn, Places of Worship, Conservation / Mitigation

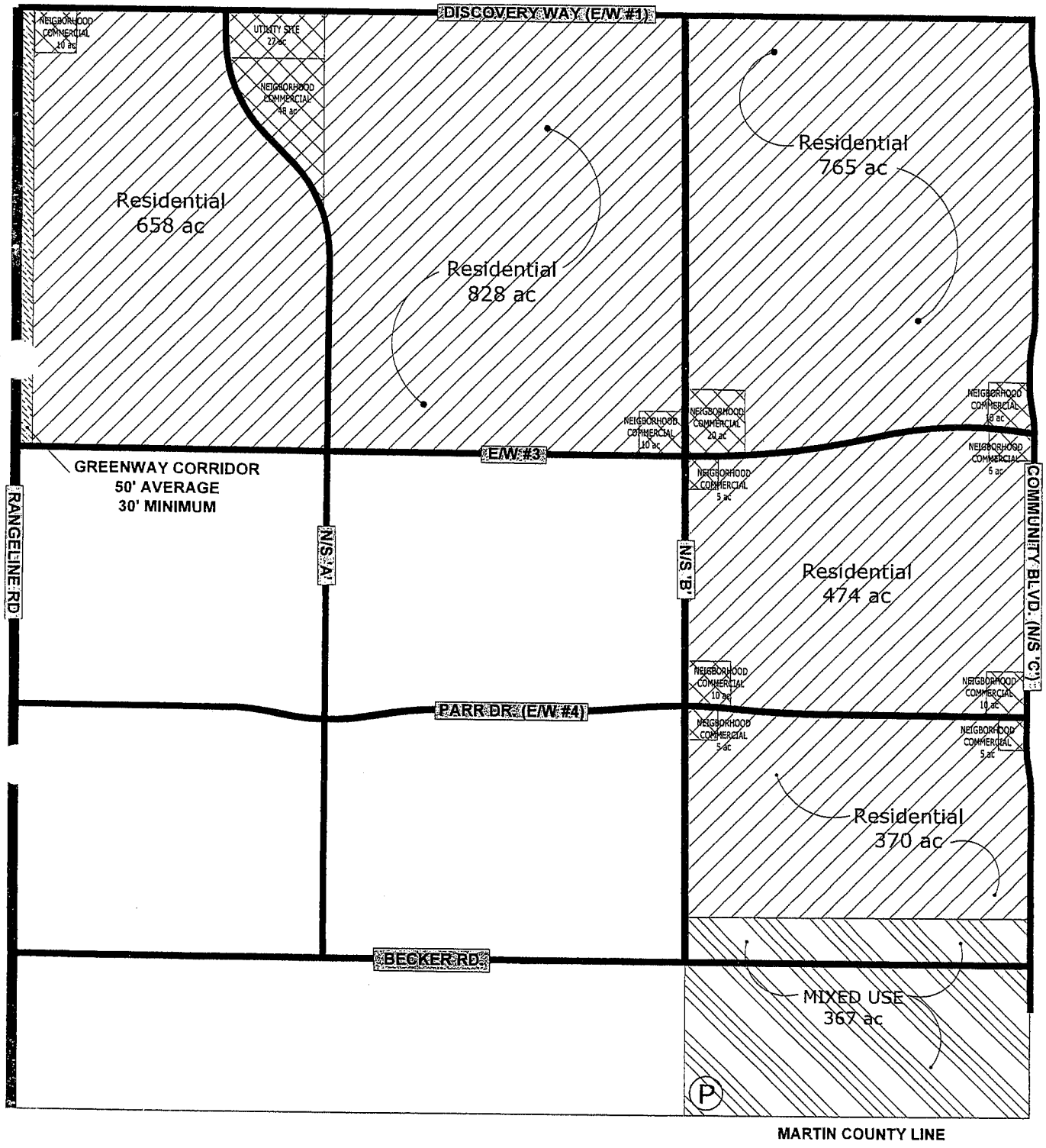
Roadways per Annexation Agreement

(P) Regional Park

0 500 1000 2000 3000

Graphic Scale

Development Order
Exhibit 'D'
NOPC 3 - Map H



Riverland / Kennedy DRI

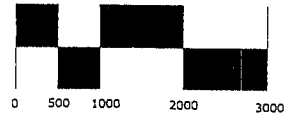
Single Family Residential including Schools & Support Facilities, Civic, Institutional, Parks / Recreational, Places of Worship, Conservation / Mitigation

Mixed Use Residential including Schools & Support Facilities, Civic, Institutional, Parks / Recreational, Places of Worship, Commercial

Neighborhood Commercial Center includes Commercial, Office, Institutional, Civic, Parks / Recreational, Hotel/Inn, Places of Worship, Conservation / Mitigation

Roadways per Annexation Agreement

(P) Regional Park



Graphic Scale

Riverland NOPC 3 Map H 2016-04-07.dwg

TREASURE COAST REGIONAL PLANNING COUNCIL
INDIAN RIVER – ST. LUCIE – MARTIN – PALM BEACH

June 8, 2016

Ms. Patricia A. Tobin, AICP
Director of Planning & Zoning
City of Port St. Lucie Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Subject: Riverland/Kennedy Development of Regional Impact
Notice of Proposed Change

Dear Ms. Tobin:

In accordance with the requirements of Section 380.06(19), Florida Statutes, Council has reviewed the Riverland/Kennedy Development of Regional Impact (DRI) Notice of Proposed Change (NOPC). The NOPC proposes the following changes:

- Revise Map H to remove the commercial designation from 15 acres in the northeastern corner of the property and replace this with a residential designation; and

- Extend the phasing dates in Condition 3, buildout date in Condition 4, and expiration and termination date in Condition 5.

The NOPC application indicates the change from commercial to residential designation on 15 acres is being requested because the commercial parcel no longer fits strategically with the overall master plan. The 15 acres are located at the southwest corner of the intersection of Discovery Way and Community Boulevard. Also, the proposed change in buildout date from 2034 to 2035 is to reflect additional development time allowed pursuant to Executive Order 15-173, which was approved by Governor Scott on August 28, 2015 for Tropical Storm Erika. The traffic impact evaluation letter included with the application indicates there will be no increase in traffic impacts. No changes in the number of residential dwelling units or intensity of development are proposed.

Council has reviewed the information provided by the applicant and has determined the proposed changes will not create additional impacts to regional resources and facilities. Please address the attached comment from the Florida Department of Transportation.

Please copy Council on all correspondence concerning this NOPC. If the development order is amended, please transmit a certified copy of any development order amendment adopted pursuant to this NOPC.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Michael J. Busha, AICP
Executive Director

MJB/PGM:pgm

Attachment

cc: James Stansbury, Florida Department of Economic Opportunity
Anne Cox, City of Port St. Lucie
Mark Satterlee, St. Lucie County
Steven C. Braun, Florida Department of Transportation
Chon Wong, Florida Department of Transportation
Glen Ryals, Authorized Agent

Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

JIM BOXOLD
SECRETARY

July 22, 2016

Mr. James Stansbury
Florida Department of Economic Opportunity
Division of Community Development
Regional Planning Administrator
Caldwell Building, MSC 160
107 E. Madison Street
Tallahassee, FL 32399

SUBJECT: **Riverland/Kennedy Development of Regional Impact (DRI)**
Notice of Proposed Change (NOPC) #3
City of Port St Lucie, St Lucie County

Dear Mr. Stansbury

The Department has reviewed the resubmitted information received on June 14, 2016 on behalf of the Notice of Proposed Change #3 to the Riverland Kennedy DRI. The resubmitted information includes the traffic impact evaluation that was missing in the previous submittal. The DRI is located west of I-95 and Community Drive, east of Range Line Road, south of Discovery Way, and north of the Martin County line. It is one of four DRIs located in the Western Annexation Area of the City of Port St Lucie, and has a current buildout date of 2034.

The Applicant is requesting modification to add 15 acres of residential use and subtract 15 acres of retail use. The Applicant is not requesting modification to previously approved development intensities at this time. Additionally, a change to the buildout date for the project from 2034 to 2035 has been proposed pursuant to Executive Order 15-173, which relates to Tropical Storm Erika.

The Applicant is requesting the following changes as summarized in the table below.

Land Use	Approved Development Intensity	Proposed Development Intensity Change	Proposed Acreage Change
Residential (d.u.)	11,700	0	+15
Retail (sq ft)	892,668	0	-15
Research & Office (sq ft)	1,361,250	0	0
Light Industrial (sq ft)	1,361,250	0	0
Institutional & Civic (sq. ft.)	327,327	0	0

The Department has reviewed the resubmitted material with traffic impact evaluation and concurs that the proposed change will not adversely impact facilities of state importance. If you have any questions, please contact Chon Wong at (954) 777-4659.

Sincerely,

Steve C. Braun, P.E.
District Planning and Environmental Engineer

SB: cw

cc: Michael J. Busha – Executive Director, TCRPC
Lisa Dykstra – Transportation Planning Manager, FDOT, District IV
Shi-Chiang Li – Systems and Policy Planning Supervisor, FDOT, District IV
Stacy Miller – Transportation Development Director, FDOT, District IV
Carmen Monroy – Office of Policy Planning Director, FDOT
Patricia Tobin – Director of Planning and Zoning, City of Port St Lucie
Chon Wong – Planning Specialist, FDOT, District IV

COMPOSITE EXHIBIT "A"

LEGAL DESCRIPTION OF DRI PROPERTY

EXHIBIT "A"

Legal Description

The following is a legal description of the Riverland/Kennedy development site.

TRACT 1

Being a parcel of land lying in Sections 18 and 19, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964, and revised January 1965; thence along said East right-of-way line North 00°08'30" East a distance of 5,299.86 feet to the point of beginning; thence North 00°00'21" East along said East right-of-way a distance of 1,672.32 feet; thence South 89°50'39" East along a line that is parallel to and 23 feet Southerly of as measured at right angles of the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 5,203.43 feet; thence South 00°04'29" West a distance of 2,985.64 feet; thence North 89°48'47" West a distance of 1,403.45 feet; thence North 00°10'23" East a distance of 1,316.04 feet; thence North 89°53'48" West a distance of 3,800.22 feet to the point of beginning.

TRACT 2

Being a parcel of land lying in Section 16 and 17, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609, as shown on the Florida Department of Transportation right-of-way map dated 11/5/64 and revised January, 1965; thence along said East right-of-way line North 00°08'30" East a distance of 5299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1695.32 feet; thence South 89°50'39" East along North line of those lands described in Official Record Book 477, Page 560; Public Records, St. Lucie County, Florida, a distance of 10415.79 feet; thence South 00°26'45" West, a distance of 23.00 feet to the Point of Beginning; thence South 89°50'39" East, along a line parallel with and 23.00 feet Southerly of, as measured at right angles, said North line, a distance of 325.77 feet; thence South 00°09'36" West, a distance of 346.66 feet; thence North 89°34'48" West, a distance of 327.49 feet; thence North 00°26'45" East, a distance of 345.16 feet, to the Point of Beginning.

TRACT 3

Being a parcel of land lying in Sections 15, 16, 21 and 22, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964 and revised January 1965; thence along said East right-of-way line North 00°08'30" East, a distance of 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East a distance of 1,695.32 feet; thence South 89°50'39" East along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 13,054.71 feet; thence South 00°08'07" West a distance of 23.00 feet, to the point of beginning; thence South 89°50'39" East along a line parallel with and 23.00 feet Southerly of said North line a distance of 2,786.05 feet; thence South 00°03'59" West a distance of 2,981.70 feet; thence North 89°52'17" West a distance of 2,789.64 feet; thence North 00°08'07" East a distance of 2,983.03 feet to the point of beginning.

TRACT 4

Being a parcel of land lying in Sections 19, 20, 21, 22, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964 and revised January 1965; thence along said East right-of-way line North 00°08'30" East, a distance of 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1,695.32 feet; thence South 89°50'39" East along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15,942.73 feet to the Northeast corner of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida; thence South 00°05'34" West, along the East line of those lands described in said Official Records Book 557, Page 676, a distance of 4,326.38 feet; thence North 89°49'45" West, a distance of 100.00 feet, to the point of beginning; thence South 00°03'59" West, a distance of 2,663.35 feet; thence North 89°51'58" West, a distance of 1,216.64 feet; thence North 46°07'25" West, a distance of 348.56 feet; thence North 89°51'58" West, a distance of 323.58 feet; thence South 45°44'22" West, a distance of 344.49 feet; thence North 89°51'58" West, a distance of 809.89 feet; thence North 89°49'36" West, a distance of 2,513.26 feet to the Southwest corner of said Section 21 and the Northeast corner of Alan Wilson Grove as recorded in Plat Book 12, Page 50, Public Records of St. Lucie County, Florida; thence North 89°51'07" West, along the South line of those lands described in said Official Records Book 477, Page 560, a distance of 2,644.43 feet;

thence North 89°53'37" West along said South line, a distance of 2,643.99 feet; thence North 89°45'07" West, along said South line, a distance of 496.49 feet; thence North 00°04'55" East, a distance of 1,362.59 feet; thence South 89°46'09" East, a distance of 3,175.72 feet; thence North 00°10'32" East, a distance of 1,309.15 feet; thence South 89°49'45" East, a distance of 7,967.68 feet to the point of beginning.

TRACT 5

Being a parcel of land lying in Section 28, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964 and revised January 1965; thence along said East right-of-way line, North 00°08'30' East, a distance of 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1,695.32 feet; thence South 89°50'39" East, along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15,942.73 feet; thence South 00°5'34" West along the East line of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida, a distance of 7,589.65 feet; thence South 89°59'09" West, a distance of 98.50 feet to the point of beginning; thence South 00°03'59" West, a distance of 2,001.74 feet; thence North 89°51'37" West a distance of 2,600.04 feet; thence North 00°05'22" East, a distance of 1,994.75 feet; thence North 89°59'09" East, a distance of 2,599.23 feet to the point of beginning.

TRACT 6

Being a parcel of land lying in Section 33, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964 and revised January 1965; thence, along said East right-of-way line, North 00°08'30" East, a distance of 5,299.86 feet; thence continue along said East right-of-way line North 00°0'21" East, a distance of 1,695.32 feet; thence South 89°50'39' East, along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15,942.73 feet; thence South 00°05'34" West, along the East line of those lands described in Official Records Book 477, Page 576, Public Records of St. Lucie County, Florida, a distance of 13,516.19 feet; thence North 89°47'44" West, a distance of 95.77 feet to the point of beginning, thence South 00°03'59 West, a distance of 2,637.63 feet; thence North 89°48'22" West, a distance of 2,616.79 feet; thence North 00°15'31" West, a distance of 669.74 feet;

thence North 78°38'37" West, a distance of 82.27 feet; thence North 00°16'40" West, a distance of 632.00 feet; thence South 89°50'28" East, a distance of 147.25 feet; thence North 00°29'50" West, a distance of 1,320.48 feet; thence South 89°47'44" East, a distance of 2,570.80 feet to the point of beginning.

TRACT 7

Being a parcel of land lying in Sections 15, 16, 17, 18, 19, 21, 22, 27, 28, 33 and 34, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map, dated November 5, 1964 and revised January 1965; thence, along said East right-of-way line, North 00°08'30" East, a distance of 5299.86 feet; thence continue North along said East right-of-way line, North 00°00'21" East, a distance of 1672.32 feet, to the Point of Beginning; thence continue North 00°00'21" East, a distance of 23.00 feet, to the Northwest corner of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida; thence South 89°50'39" East, along the Northerly line, of said described lands, a distance of 15,942.73 feet, to the Northeast corner of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida; thence South 00°05'34" West, along the East line of those lands described in said Official Records Book 557, Page 676, a distance of 17,341.95 feet, to the North right-of-way line of the South Florida Water Management District Canal C-23; thence North 89°54'26" West, along the North line, of said C-23 canal, a distance of 94.00 feet; thence North 00°03'59" East, a distance of 17,319.06 feet; thence North 89°50'39" West on a line parallel with and 23.00 feet Southerly of, as measured at right angles, to the North line of those lands described in said Official Records Book 477, Page 560, a distance of 15,840.71 feet to the Point of Beginning.

TRACT 8

Being a parcel of land lying in Sections 16, 17, 19, 20 and 21, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609, as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964 and revised January 1965, said point being the Point of Beginning; thence along said East right-of-way line, North 00°08'30" East, a distance of 5299.86 feet; thence South 89°53'48" East, a distance of 3800.22 feet; thence South 00°10'23" West, a distance of 1316.04 feet; thence South 89°48'47" East, a distance of 1403.45 feet; thence North 00°04'29" East, a distance of 2985.64 feet; thence

South 89°50'39" East, along a line that is parallel with and 23 feet Southerly of, as measured at right angles, to the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 5212.19 feet: thence South 00°26'45" West, a distance 345.16 feet; thence South 89°34'48" East, a distance of 327.49 feet; thence North 00°09'36" East, a distance of 346.66 feet; thence South 89°50'39" East, along the aforesaid parallel line, a distance of 2313.27 feet; thence South 00°08'07" West, a distance of 2983.03 feet; thence South 89°52'17" East, a distance of 2789.64 feet; thence South 00°03'59" West, a distance of 1321.65 feet: thence North 89°49'45" West, a distance of 7967.68 feet; thence South 00°10'32" West, a distance of 1309.15 feet; thence North 89°46'09" West, a distance of 3175.72 feet; thence South 00°04'55" West, a distance of 1362.59 feet to the South line of Section 19 and the South line of those lands described in the aforesaid Official Records Book 477, Page 560; thence North 89°45'07" West, along the aforesaid South line of Section 19, a distance of 2125.58 feet, to the South quarter corner, of said Section 19; thence North 89°59'37" West, along the said South line of said Section 19, a distance of 2574.08 feet to the Point of Beginning.

TRACT 9

Being a parcel of land lying in Sections 28 and 33, Township 37 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Commence at the intersection, of the North line of Section 30, Township 37 South, Range 39 East, and the East right-of-way line of State Road 609, as shown on the Florida Department of Transportation right-of-way map, dated November 5, 1964 and revised January 1965, thence along said East right-of-way line North 00°08'30" East, a distance of 5299.86 feet; thence continue North along said right-of-way North 00°0'21" East, a distance of 1695.32 feet, thence South 89°50'39" East, along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15,942.73 feet, to the Northeast corner, of those lands described in Official Records Book 577, Page 676, Public records of St. Lucie County, Florida; thence South 00°05'34" West, along the East line of those lands described in said Official Records Book 557, Page 676, a distance of 9591.65 feet; thence North 89°51'37" West, a distance of 97.58 feet, to the point of beginning; thence South 00°03'59" West, a distance of 3924.43 feet; thence North 89°47'44" West, a distance of 2570.80 feet: thence South 00°29'50" East, a distance of 1320.48 feet; thence North 89°50'28" West, a distance of 147.25 feet; thence South 00°16'40" East, a distance of 632.00 feet; thence South 78°38'37" East, a distance of 82.27 feet; thence South 00°15'31" East, a distance of 669.74 feet; thence South 89°48'22" East, a distance 2616.79 feet; thence South 00°03'59" West, a distance of 1188.32 feet, to the North right-of-way line, of the South Florida Water Management District Canal C-23; thence North 89°54'26" West, along said North right-of-way line, a distance of 2482.99 feet; thence North 00°21'02" East, a distance of 1158.72 feet; thence North 89°45'28" West, a distance of 2797.52 feet, to a point on the West line of said Section 33. Said line also being the East line of the Allan Wilson Grove, as

recorded in Plat Book 12, Page 50, Public Records of St. Lucie County, Florida; thence North 00°28'07" West, along said West line of Section 33, a distance of 3988.85 feet, to the Northwest corner of said Section 33, thence North 00°28'37" West, along the West line of Section 28, a distance of 5203.53 feet, to the Northwest corner of said Section 28; thence South 89°49'36" East, a distance of 2513.26 feet; thence South 00°04'40" East, a distance of 607.61 feet; thence North 89°59'09" East, a distance of 247.31 feet; thence South 00°05'22" West, a distance of 1994.75 feet; thence South 89°51'37" East, a distance of 2600.04 feet to the Point of Beginning.

TRACT 10

Being a parcel of land lying in Section 28, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection, of the North line of Section 30, Township 37 South, Range 38 East and the East right-of-way line of State Road 609, as shown on the Florida Department of Transportation right-of-way map, dated November 5, 1964 and revised January 1965, thence along said East right-of-way line, North 00°08'30" East, a distance of 5299.86 feet; thence continuing North along said East right-of-way North 00°0'21" East, a distance of 1695.32 feet, thence South 89°50'39" East, along the North line of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida, a distance of 15,942.73 feet, to the Northeast corner of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida; thence South 00°05'34" West, along said East line, of said lands, a distance of 6989.66 feet; thence North 89°51'58" West, a distance of 98.78 feet, to the Point of Beginning; thence South 00°03'59" West, a distance of 600.24 feet; thence South 89°59'09" West, a distance of 2846.55 feet; thence North 00°04'40" West, a distance of 607.61 feet thence South 89°51'58" East, a distance of 809.89 feet; thence North 45°44'22" East, a distance of 344.49 feet; thence South 89°51'58" East, a distance of 323.58 feet; thence South 46°07'25" East, a distance of 348.56 feet; thence South 89°51'58" East, a distance of 1216.64 feet to the Point of Beginning.

TRACT 11

Being a parcel of lands lying in Section 33, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:
Commence at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609, as shown on the Florida Department of Transportation right-of-way map dated November 5, 1964 and revised January 1965; thence, along said East right-of-way line, North 00°08'30" East, a distance of 5299.86 feet; thence North 00°0'21" East, continuing along said East right-of-way line, a distance of 1695.32 feet, to the Northwest corner of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida; thence South 89°50'39" East, along the North

line of those lands described in said Official Records Book 477, Page 560, a distance of 15,942.73 feet to the Northeast corner of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida; thence South 00°05'34" West, along those lands described in said Official Records Book 557, Page 676, a distance of 17,341.95 feet, to the North line of the South Florida Water Management District Canal C-23; thence North 89°54'26" West, along said North line of C-23 canal, a distance of 2576.99 feet, to the Point of Beginning; thence continue North 89°54'26" West, along said North right-of-way line, a distance of 2780.87 feet to the West line of said Section 33 and the East line of the Allan Wilson Grove, as recorded in Plat Book 12, Page 50, Public Records of St. Lucie County, Florida; thence North 00°28'07" West, along said West line of Section 33, a distance of 1166.06 feet; thence South 89°45'28" East, a distance of 2797.52 feet; thence South 00°21'02" West, a distance of 1158.72 feet, to the Point of Beginning.

OVERALL TRACTS

The following is a sum total of the legal descriptions of the individual tracts listed above:

Being a parcel of land lying in Sections 15, 16, 17, 18, 19, 20, 21, 22, 27, 28, 33 and 34, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Begin at the intersection of the North line of Section 30, Township 37 South, Range 39 East and the East right-of-way line of State Road 609 as shown on the Florida Department of Transportation right-of-way map, dated November 5, 1964 and revised January 1965, thence, along said East right-of-way line, North 00°07'39" East, a distance of 2649.52 feet; thence continue North along said East right-of-way line, through the following 2 courses, North 00°09'04" East, a distance of 2650.14 feet; thence North 00°00'42" West, a distance of 1695.52 feet, to the Northwest corner of those lands described in Official Records Book 477, Page 560, Public Records of St. Lucie County, Florida; thence South 89°51'42" East, along the Northerly line, of said described lands, a distance of 15,942.73 feet, to the Northeast corner of those lands described in Official Records Book 557, Page 676, Public Records of St. Lucie County, Florida; thence South 00°04'31" West, along the East line of those lands described in said Official Records Book 557, Page 676, a distance of 17,342.11 feet, to the North right-of-way line, of the South Florida Water Management District Canal C-23; thence North 89°55'29" West, along the North line of said C-23 canal, a distance of 5361.56 feet; to the West line of said Section 33 and the East line of the Allan Wilson Grove, as recorded in Plat Book 12, Page 50, Public Records of St. Lucie County, Florida; thence North 00°28'18" West, along said West line of said Section 33, a distance of 5151.78 feet, to the Northwest corner of said Section 33; thence North 00°28'58" West, along the West line of said Section 28, a distance of 5203.80 feet, to the Northwest corner of said Section 28 and the Northeast corner of said Alan Wilson Grove; thence North 89°51'13" West, along the South line of said Section 20, a distance of 2644.45 feet to the South quarter corner, of Section 20; thence

continue North 89°53'42" West, along the South line of said Section 20, a distance of 2644.09 feet to the Southeast corner, of said Section 19; thence North 89°45'15" West, along the South line of said Section 19, a distance of 2622.20 feet, to the South quarter corner of said Section 19; thence continue North 89°59'37" West, along the South line of said Section 19, a distance of 2573.92 feet to the East right of way line of Range Line Road (State Road 609) and the Point of Beginning.

EXHIBIT "B"

GENERAL CONDITIONS OF APPROVAL
CONDITIONS OF APPROVAL

Application for Development Approval

1. The Riverland/Kennedy Development of Regional Impact Application for Development Approval is incorporated herein by reference. It is relied upon, but not to the exclusion of other available information, by the parties in discharging their statutory duties under Chapter 380, Florida Statutes. Substantial compliance with the representations contained in the Application for Development Approval, as modified by Development Order conditions, is a condition for approval.

   For purposes of this Development Order, the Application for Development Approval ("ADA") shall include the following items:

   a. Application for Development Approval dated September 13, 2005;

   b. Supplemental information dated February 28, 2006; May 18, 2006; and June 7, 2006;

   c. Western Annexation Traffic Study ("WATS") Final Report dated January 2006; and

   d. Annexation Agreement dated July 19, 2004, and revised May 16, 2005, July 25, 2005, November 16, 2009, except to the extent that any term of the Annexation Agreement is subsequently amended by the parties thereto ("Annexation Agreement").

Commencement and Process of Development

2. In the event the Developer fails to commence significant physical development within three years from the effective date of the Development Order, development approval shall terminate and the development shall be subject to further Development of Regional Impact review by the Treasure Coast Regional Planning Council, State land planning agency, and City of Port St. Lucie pursuant to Section 380.06, Florida Statutes. However, this time period shall be tolled during the pendency of any appeal pursuant to Section 380.07, F.S. For the purpose of this paragraph, construction shall be deemed to have initiated after placement of permanent evidence of a structure (other than a mobile home) on a site, such as the pouring of slabs or footings or any work beyond the stage of excavation or land clearing, such as the construction of roadways or other utility infrastructure. The City of Port St. Lucie acknowledges that the commencement of significant physical

development occurred within three years from the effective date of the Development Order, which satisfies this condition.

Phasing

3. A) The phasing of the Riverland/Kennedy Development of Regional Impact is approved as follows:

Phase	Years	Residential (DU)*	Retail (SF)	Research & Office (SF)	Light Industrial (SF)	Institutional & Civic (SF)
1	~~2006-2019~~ 2006-2020	2,500	192,000	136,125	136,125	25,000
2	~~2020-2024~~ 2021-2025	7,901	540,668	408,375	408,375	215,327
3	~~2025-2029~~ 2026-2030	1,299	160,000	408,375	408,375	87,000
4	~~2030-2034~~ 2031-2035	0	0	408,375	408,375	0
Total	~~2006-2034~~ 2006-2035	11,700	892,668	1,361,250	1,361,250	327,327

* Residential units consist of 8,424 single family units and 3,276 multi-family units.

The development of a use in any phase may commence prior to completion of development in the preceding phase so long as all specific conditions for mitigation of transportation impacts are implemented according to the schedule in this Development Order, as it may be modified from time to time, and all other conditions of this Development Order are satisfied.

In addition to those uses described above, the Developer is authorized to develop ancillary and support uses including but not limited to adult congregate living facilities, wireless communication and cable television towers, digital network facilities, civic buildings, community centers, irrigation treatment plant and pumping facilities, libraries, places of worship, public service facilities, recreational facilities and schools as permitted within the New Community Development District.

B) In order to accommodate changing market demands, at the Developer's request in an application for a specific development permit, and without the Developer filing a notification of proposed change pursuant to section 380.06(19), F.S., the City may increase or decrease the amount of an approved land use by applying the

Equivalency Matrix attached to this Developer Order as Exhibit "C", which is incorporated into this Development Order by this reference. The use of the Equivalency Matrix shall not allow impacts to water, wastewater, solid waste, transportation or affordable housing to exceed the aggregate impacts projected in the ADA. In addition, to ensure the basic character of the Riverland/Kennedy DRI is not altered, no land use may be increased by an amount which exceeds the numeric criteria in Section 380.06(19)(b), F.S. The mix of land uses shall be consistent with that allowed in the Port St. Lucie Comprehensive Plan. The Developer shall report, in each biennial report required by this Development Order, use of the Equivalency Matrix in Exhibit "C" to increase the amount of one approved land use with a concurrent reduction in one or more other approved land uses.

Buildout Date

4. The Riverland/Kennedy Development of Regional Impact shall have a buildout date of December 31, ~~2034~~ 2035, unless otherwise amended pursuant to the conditions of this Development Order and Section 380.06, Florida Statutes.

Expiration and Termination Date

5. This Development Order shall expire and terminate on December 31, ~~2041~~ 2042 unless extended as provided in Section 380.06(19)(c), Florida Statutes.

Biennial Report

6. The biennial report required by subsection 380.06(18), Florida Statutes, shall be submitted every two years until the expiration of this Development Order on the anniversary date of the adoption of the Development Order to the City of Port St. Lucie, Treasure Coast Regional Planning Council, State land planning agency, and such additional parties as may be appropriate or required by law. The contents of the report shall include those items required by this Development Order and Rule 9J-2.025(7), Florida Administrative Code. The City of Port St. Lucie Planning and Zoning Director shall be the local official assigned the responsibility for monitoring the development and enforcing the terms of the Development Order. Notice of transfer of all or portions of the DRI Property shall be filed with the City of Port St. Lucie and included in the biennial report.

General Provisions

7. Any modifications or deviation from the approved plans or requirements of this Development Order shall be made according to and processed in compliance with the requirements of Section 380.06(19), Florida Statutes and Chapter 73C-40, Florida Administrative Code.

8. The definitions found in Chapter 380, Florida Statutes shall apply to this Development Order.

9. Reference herein to any governmental agency shall be construed to mean any future instrumentality that may be created or designated as a successor in interest to, or which otherwise possesses the powers and duties of, any referenced governmental agency in existence on the effective date of this Development Order.

10. This Development Order shall be binding upon the Developer and its assignees or successors in interest.

REGIONAL PLANNING

Master Development Plan

11. Prior to final approval of any zoning application in the Riverland/Kennedy Development of Regional Impact, the City will require the Developer to prepare a conceptual master plan to provide long-term guidance and direction for the project by showing the general location of all residential and non-residential land uses, arterial and collector roads, arterial and collector potable water, wastewater and reclaimed water infrastructure, stormwater facilities, school sites, civic and institutional sites, other major facilities, major access points and multi-use trails and greenways. The conceptual master plan shall demonstrate consistency with the NCD (New Community Development) land use category. The conceptual master plan shall be consistent with the Master Development Plan (Map H) attached to this Development Order as Exhibit "D" but shall not be adopted as an amendment to this Development Order. The conceptual master plan shall be presented to the City's Planning and Zoning Board and the City Council for consideration and approval; provided, however, that notwithstanding the foregoing, the conceptual master plan shall only be a generalized reference tool which is not regulatory but rather a planning reference to provide long range guidance related to those lands being considered for development approval. The conceptual master plan shall be revised by the Developer from time to time as needed to show approved and proposed development, and the City and the Developer shall agree on the mutually acceptable process for doing so.

Greenway

12. Consistent with the City's local comprehensive plan and the Annexation Agreement, the project shall include a continuous, multi-purpose greenway along Range Line Road with an average width of 50 feet and a minimum width of 30 feet, from Range Line Road's eastern right-of-way boundary. The greenway shall be provided in each development parcel within the DRI Property which is adjacent to Range Line Road as a condition of the recording of a residential subdivision plat or final site plan approval for each such development parcel. An appropriate easement shall be placed upon this greenway in perpetuity. The easement shall

allow (a) road crossings and pedestrian access; (b) sites for receiving and disposing of irrigation-quality effluent; and (c) landscaping and irrigation. In addition, within the greenway and adjacent to Range Line Road, the Developer shall grant the City a 30-foot perpetual non-exclusive utility easement; provided, however, such utility easement shall allow for (a) landscaping and irrigation, including with reclaimed water; (b) road crossings and pedestrian access; and (c) similar surface uses, with the City's written authorization, which will not interfere with efficient operation of the City's utilities or unduly hinder maintenance. Any landscaping or irrigation system within the utility easement shall be approved by the City's Utilities Systems Department prior to planting or constructing same.

TRANSPORTATION

Rights of Way

13. Subject to the requirements of the Annexation Agreement, Riverland/Kennedy has previously deeded to the City the following road rights-of-way located within the Riverland/Kennedy Development of Regional Impact ("Riverland/Kennedy DRI") project area:

- Becker Road (a/k/a E/W 5) from N/S C (a/k/a Community Boulevard) to N/S B - 150' wide right-of-way
- E/W 4 (a/k/a Paar Drive) from Community Boulevard to N/S B - 150' wide right-of-way
- E/W 3 from Community Boulevard to N/S B - 150' wide right-of-way
- E/W 3 from N/S B to Rangeline Road - 75' wide right-of-way
- E/W 2 from Community Boulevard to N/S A - 100' wide right-of-way
- E/W 1 (a/k/a Discovery Way) from Community Boulevard to Rangeline Road - 150' wide right-of-way
- N/S A from Discovery Way to E/W 3 - 150' wide right-of-way
- N/S B from Becker Road to Paar Drive - 30' wide right-of-way
- N/S B from Paar Drive to E/W 3 -75' wide right-of-way
- N/S B from E/W 3 to Discovery Way - 150' wide right-of-way
- N/S BC from Becker Road to Paar Drive -100' wide right-of-way
- Community Boulevard from Discovery Way to Becker Road - 75' wide right-of-way

As part of this development order, N/S BC will be eliminated. As part of this development order and the Wilson Groves DRI development order, N/S B will be widened to a 150' corridor from Becker Road to Paar Drive. In order to provide Riverland/Kennedy's portion of the total corridor width, Riverland/Kennedy shall convey to the City an additional 45' of right-of-way along the eastern limits of this segment of N/S B. Within 90 days of the conveyance of the additional 45' right-of-way for N/S B, the City shall convey back to Riverland/Kennedy, by quit claim deed, title to the 100' right-of-way that was previously dedicated to the City for N/S BC.

No building permits for residential units within the Riverland/Kennedy DRI shall be issued until Riverland/Kennedy has conveyed to the City, by special warranty deed, the additional 45' right-of-way for N/S B and all intersections thereof, free and clear of all liens and material encumbrances. The 45' dedication for N/S B shall include a reservation unto Riverland/Kennedy, its successors and/or assigns, for purposes of constructing and thereafter maintaining road and other improvements therein until acceptance by the City.

In addition, E/W 2 is eliminated in its entirety as a road right-of-way subject to the terms herein. The City shall convey back to Riverland/Kennedy, by quit claim deed, the previously dedicated 100' right-of-way for E/W 2 and reserve unto itself a 25' wide easement for a public multi-modal path located within the former E/W 2 right-of-way. Such MME will provide an East/West alternative transportation route for pedestrians, bikes and golf carts separate and independent from sidewalks along the arterial roads.

The Developer agrees to build a 12-foot wide hardened multi-modal path within the MME, between Community Blvd. and N/S A prior to or simultaneous with the development of parcels adjacent to the MME. Further, the Developer agrees to complete the construction of the 12-foot wide multi-modal path connecting to N/S B prior to or simultaneous with the construction of N/S B and Developer agrees to complete the construction of the 12 foot wide multi-modal path connecting to N/S A prior to or simultaneous with the construction of N/S A. When N/S B is constructed, Riverland/Kennedy will provide an over or underpass for the MME across N/S B between Discovery Way and E/W 3.

As future final plats or non-residential site plans are submitted, the City in its sole discretion shall consider if the MME can be revised and relocated. The City shall review and determine if the requested revision of the MME will maintain a continuity of East/West multi-modal access from Community Boulevard to N/S A.

Further, Community Boulevard from Discovery Way to Becker Road will be realigned in accordance with the attached Exhibit "E". Riverland/Kennedy shall convey to the City, by special warranty deed and free and clear of all liens and material encumbrances, the additional right-of-way within the project as per Exhibit "E", including an extension of 660' south of Becker Road, with a reservation unto the Developer, its successors and/or assigns, for purposes of constructing and thereafter maintaining roads and other improvements until acceptance by the City. The developer shall have no obligation to construct Community Boulevard within the extension south of Becker Road. The conveyance of the deed shall occur prior to March 30, 2015.

Within ninety (90) days of receiving the right-of-way special warranty deeds for such realignment of Community Boulevard, including the additional 660' south of_Becker

Road, the City shall convey back to Riverland/Kennedy, by special warranty deed, the prior deeded conveyances for Community Boulevard between Discovery Way (E/W 1) and Becker Road that will no longer fall within the right-of-way depicted on Exhibit "E".

14. In addition to the aforementioned roadway networks, the Developer shall further enhance the transportation network by providing a system which shall include but not be limited to public collector roads. The roads identified herein shall not include internal networks for gated communities.

15. A) At any time, the Developer may undertake monitoring to ascertain the level of service on facilities where Riverland/Kennedy Development of Regional Impact has significant impact (project is estimated to contribute an amount of traffic equal to or greater than 5% of the maximum service volume under the adopted level of service standard) in order to determine whether the ~~date~~ residential units or trip threshold by which a transportation improvement required by this Development Order may be extended. If the monitoring demonstrates that the facility or facilities will operate at the adopted level of service standard without the improvement at the residential units or trip_threshold by which this Development Order would otherwise require such improvement, then notwithstanding any other provision of this Development Order the date by which such improvement is required shall be extended on terms approved pursuant to the procedure in Condition 16. The methodology of the monitoring shall be agreed upon by the City of Port St. Lucie, Florida Department of Transportation, and Treasure Coast Regional Planning Council. In the event that a methodology cannot be agreed upon among all parties, the City of Port St. Lucie shall be the final arbiter. No new mitigation measures and/or modifications to the roadway network within the WATS Area shall be required on account of such monitoring.

B) The City of Port St. Lucie may require the Developer to undertake monitoring to ascertain the level of service on transportation facilities within the DRI as specified in Table 1 and/or Table 2 in order to determine whether the residential units or trip threshold by which a transportation improvement required by this Development Order, should be accelerated. If the monitoring demonstrates that a facility or facilities will operate below the adopted level of service standard prior to the residential units or trip threshold by which this Development Order would otherwise require such improvement, then the date or trip threshold by which such improvement is required shall be accelerated on terms approved pursuant to the procedure in Condition 16. If the monitoring demonstrates that a facility or facilities will operate below the adopted level of service standard prior to the residential units or trip threshold by which this Development Order would otherwise require such improvement, then the date for such improvement shall be accelerated based on the results of such monitoring, provided that the accelerated schedule for the improvement shall allow 24 months for engineering, permitting and

construction of the improvement. The methodology of the monitoring shall be agreed upon by the City of Port St. Lucie, Florida Department of Transportation, and Treasure Coast Regional Planning Council. In the event that a methodology cannot be agreed upon among all parties, the City of Port St. Lucie shall be the final arbiter. No new mitigation measures and/or modifications to the road network identified in Tables 1 and/or 2 shall be required on account of such monitoring.

C) The Developer will coordinate with the Southwest Annexation Area (SWAA) DRIs regarding the results of the monitoring of the operational level of service conditions conducted by Southern Grove and any subsequent operational analyses along I-95 from south of Becker Road to north of Crosstown Parkway, at the Tradition Parkway/Gatlin Boulevard and I-95 interchange, and at the Becker Road and I-95 interchange. Should operational analyses indicate that the interstate or the subject interchanges are reaching or have reached the adopted level-of-service threshold, the Developer shall participate in collaborative discussions to identify possible solutions for a mitigation program to resolve the problem, which resolution, in principle, should be reflective of the impacts on the identified roadways/intersections created by the respective SWAA DRIs. The collaborative discussions shall include, but not be limited to, FDOT, the City of Port St. Lucie and the SWAA DRI developers. However, additional transportation mitigation beyond the required improvements listed in Tables 1 and/or 2 in this Development Order shall not be required of the Developer as a result of this collaboration.

16. In accordance with Section 380.06(15)(c)5, Florida Statutes, and Rule 9J-2.0245(7)(a)1.b., F..A.C., changes to roadway improvement conditions which are subject to the monitoring program outlined in Condition 15 shall not be subject to the substantial deviation determination/notice of proposed change process, unless otherwise required by the criteria listed in Section 380.06(19)(b), Florida Statutes. Changes to roadway improvements conditions shall be transmitted for approval to the Florida Department of Transportation, State land planning agency, and Treasure Coast Regional Planning Council. The agencies should complete the review within 90 days after submittal by the Developer.

17. A trip generation analysis shall be prepared by the applicant and approved by the City of Port St. Lucie prior to each site plan or residential subdivision plat approval. The trip generation analysis shall present calculations for the p.m. peak hour and shall be performed using trip generation rates and equations included in the latest available Institute of Transportation Engineers Trip Generation Report as well as land uses included in the application for development approval. The trip generation analysis shall include internal capture and passer-by, if appropriate, to determine net trips generated by the development. The trip generation shall be cumulative and include all previous site plan and residential subdivision plat approvals. Development order conditions shall be evaluated using the trip generation analysis to determine triggering of any transportation conditions.

Riverland/Kennedy Access Road Improvements

18. No building permits shall be issued for any development that generates more than the total net external p.m. peak hour trip threshold or residential units identified in Table 1, whichever comes last, until: 1) contracts have been let for the roadway construction projects identified in Table 1 under "Required Improvement"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; or 3) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program or FDOT's adopted work program.

Table 1
Riverland/Kennedy Access Roads

Road	From	To	Residential Units	Trip Threshold	Required Improvement	Status
Community Blvd.	Discovery Way	South for 2,500 Ft.	0	0	2L	
Secondary Emergency Access Road at E/W #1 between Community Blvd. and Rangeline Rd.			0	0	Emergency Access Road	

*Riverland/Kennedy Cumulative Total Net External DRI p.m. Peak Hour Trips

Riverland/Kennedy DRI Roadway Improvements

19. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold or exceeds the number of residential units identified in Table 2, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 2 under "Required Improvement"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program or FDOT's adopted work program.

Table 2

Riverland/Kennedy DRI Road Improvements

Road	From	To	Residential Units	* Trip Threshold	Required Improvement	Status
Phase 1						
Community Blvd.	Discovery Way	E/W 3	700	828	2L	
Community Blvd.	E/W 3	Paar Dr.	2,000	2,023	2L	
Community Blvd.	Paar Dr.	Becker Rd.	2,500	3,219	2L	
E/W 3	Community Blvd.	N/S B	2,500	3,219	2L	
Phase 2						
Becker Rd.	Community	N/S B	4,475	5,148	Widen to 4LD	
N/S B	Discovery Way	E/W 3	5,660	6,305	2L	
Paar Dr.	Community Blvd.	N/S B	5,660	6,305	2L	
Discovery Way	Community Blvd.	N/S B	4,080	4,762	2L	
Discovery Way	N/S B	N/S A	5,660	6,305	2L	
Discovery Way	N/S A	Rangeline Rd.	5,660	6,305	2L	
N/S A	Discovery Way	E/W 3	5,660	6,305	2L	
Phase 3						
Community Blvd.	Discovery Way	E/W 3	10,661	11,440	Widen to 4LD	
Community Blvd.	E/W 3	Paar Dr.	10,661	11,440	Widen to 4LD`	
Becker Rd.	Community Blvd.	N/S B	10,661	11,440	Widen to 6LD	
N/S B	Paar Dr.	Becker Rd.	10,661	11,440	Widen to 4LD	
Discovery Way	Community Blvd.	N/S B	10,661	11,440	Widen to 4LD	
Paar Dr.	Community Blvd.	N/S B	10,661	11,440	Widen to 4LD	
Phase 4						
N/S A	Discovery Way	E/W 3	11,700	13,461	Widen to 4LD	
N/S B	E/W 3	Paar Dr.	11,700	13,461	Widen to 4LD	
N/S B	Discovery Way	E/W 3	11,700	13,461	Widen to 4LD	
E/W 3	Community	N/S B	11,700	13,461	Widen to 4LD	
E/W 3	N/S B	N/S A	11,700	13,461	Widen to 4LD	

*Riverland/Kennedy Cumulative Total Net External DRI p.m. Peak Hour Trips

L=Lane D=Divided

(1) Prior to reaching thresholds for each required improvement in Table 2, partial roadway sections may be constructed by the developer.

Note: No building permits shall be issued for development that generates more than 4,000 total net external p.m. peak hour trips, until a contract has been let for the construction of the initial two lanes of either 1) Becker Rd., 2) Paar Dr., or 3) E/W #3, from Village Parkway to Community Blvd.

External Roadways – West of I-95

20. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trips indicated in Table 3 or after December 31st of the year of failure indicated in Table 3, ~~2010~~ whichever comes last, until: 1) contracts have been let to build the following roadways with the lane geometry presented below; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the City's adopted Capital Improvements Program or FDOT's adopted work program.

Table 3
External Road Improvements – West of I-95

Year of Failure	*Trip Threshold	Road	From	To	Required Improvement	Status
2019	2,927	Tradition Pkwy.	Village Pkwy.	I-95	6LD	Satisfied
2019	13,461	Village Pkwy.	Tradition Pkwy.	Crosstown Pkwy.	4LD	Satisfied
2019	13,461	Tradition Pkwy.	Community Blvd.	Village Pkwy	4LD	Satisfied
2019	13,461	Community Blvd.	Tradition Pkwy.	Westcliffe Lane	2L	Satisfied
2019	13,461	Westcliffe Ln.	N/S A	Village Pkwy	2L	
2023	13,461	Crosstown Pkwy.	N/S A	Village Pkwy	4LD	
2023	13,461	Crosstown Pkwy.	Village Pkwy.	Commerce Center Dr.	Widen to 6LD	
2023	13,461	Tradition Pkwy.	N/S A	Village Pkwy	4L D	
2023	13,461	N/S A	Crosstown Pkwy	Glades Cut-Off Rd.	2L	
2027	13,461	Crosstown Pkwy.	Range Line Rd.	N/S A	2L	
2027	13,461	Village Pkwy.	Tradition Pkwy.	Meeting Street	6LD	Satisfied
2029	13,461	Village Pkwy.	Meeting Street	Crosstown Pkwy.	Widen to 6LD	

*Riverland/Kennedy Cumulative Total Net External DRI p.m. Peak Hour Trips

LD=Divided

External Road Improvements – East of I-95

21. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold identified in Table 4 or after December 31st of the year of failure identified in Table 4, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 4 under "Required Improvements"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the City's adopted Capital Improvements Program or FDOT's adopted work program. The City of Port St. Lucie will use its best efforts to undertake the road improvements in Table 4 by the dates and trip thresholds indicated.

Table 4
External Road Improvements – East of I-95

Year of Failure	**Trip Threshold*	*Road*	*From*	*To*	*Required Improvement*	*Status*
2024	1,367	Becker Road	I-95	Rosser Blvd	6 L D	Satisfied
2025	13,461	Paar Dr	Rosser Blvd.	Savona Blvd.	Widen 4 L D	
2025	13,461	Paar Dr	Savona Blvd	Port St. Lucie Blvd	Widen 4 L D	
2019	2,197	Becker Rd	Turnpike	Southbend Blvd	Widen 4 L D	Satisfied
2022	13,461	Rosser Blvd	E/W 3	Gatlin Blvd.	Widen 4 L D	
2030	13,461	Port St. Lucie Blvd	Paar Dr.	Darwin Blvd.	Widen 4 L D	
2020	13,461	Port St. Lucie Blvd.	Becker Rd	St. Lucie County Line	Widen 4 L D	
2027	13,461	Rosser Blvd	Paar Dr.	E/W 3	Widen 4 L D	
2031	13,461	Port St. Lucie Blvd.	Darwin Blvd.	Gatlin Blvd.	Widen 6 L D	
2026	13,461	Becker Rd	Southbend Blvd	Gilson Rd	Widen 4 L D	
2026	13,461	California Blvd	Crosstown Pkwy	St Lucie West Blvd	Widen 4 L D	
2019	13,461	Becker Rd	I-95	Florida's Turnpike	Widen 4 L D	Satisfied
2023	13,461	Paar Dr	I-95	Rosser Rd **	4 L D	
2029	13,461	Crosstown Pkwy	I-95	Manth Lane	6 L D	Satisfied

* Riverland/Kennedy Cumulative Total Net External DRI p.m. Peak Hour Trips

** This segment includes a bridge over 1-95; provided, however, that the bridge over I-95 shall be subject to monitoring every three years, for development that generates

more than 13,461 total net external p.m. peak hour trips or in 2025, whichever comes later, to evaluate the need for improvements.
L= Lane D=Divided

22. A traffic re-analysis shall be undertaken by the Developer and submitted to the City and FDOT for any development that generates more than 13,461 cumulative total net external p.m. peak hour trips or by December 31, 2029, whichever comes last, if the six laning of the Crosstown Parkway- Manth Lane to US1 segment is: 1) not under contract; 2) not included in a local government development agreement consistent with sections 163.3220 through 163.3243, F.S.; 3) required by the monitoring program included in Condition 15, if applicable; or 4) not scheduled in the first three years of the City's adopted Capital Improvement Program or FDOT's adopted work program. The traffic re-analysis shall be prepared in a manner consistent with the methodology utilized in the WATS, or at the election of the Developer, utilizing an alternative methodology acceptable to the City, State land planning agency, and FDOT. If the traffic re-analysis shows that the incomplete segment will result in additional or increased significant impacts to state or regionally significant roads external to the WATS area as identified in the WATS, no building permits shall be issued for any development that generates more than 13,461 cumulative total net external p.m. peak hour trips or after December 31, 2029 whichever comes last, until the Development Order has been amended to include mitigation to address such additional or increased significant impacts consistent with Rule 9J-2.045, F.A.C.

Roadway Improvements Outside the City of Port St. Lucie

23. No building permits shall be issued for development that generates more than the total net external p.m. peak hour trip threshold identified in Table 5 or after December 31st of the year of failure identified in Table 5, whichever comes last, until: 1) contracts have been let for the roadway widening or construction projects identified in Table 5 under "Required_Improvements"; 2) a local government development agreement consistent with sections 163.3220 through 163.3243, F.S. has been executed; 3) the monitoring program included in Condition 15 does not require these improvements; or 4) the improvement is scheduled in the first three years of the applicable jurisdiction's Capital Improvements Program or FDOT's adopted work program.

Table 5
Roadway Improvements Outside the City of Port St. Lucie

Year of Failure	**Trip Threshold*	*Road*	*From*	*To*	*Required Improvement*	*Status*
2031	2,386	Rangeline Road	Martin County Line	Becker Road	4 L D	
2031	2,386	S.W Allapattah Rd	CR 714/Martin Hwy.	Martin County Line	4 L D	
2020	3,592	S.W Citrus Blvd	St. Lucie County Line	SR 714	Widen 4 L D**	
2022	6,107	CR 714/Martin Hwy	Port St. Lucie Blvd	Florida's Turnpike	Widen 4 L D	
2019	6,393	CR 714/Martin Hwy	Florida's Turnpike	High Meadows Ave	Widen 4 L D	satisfied
2020	7,555	CR 714/Martin Hwy	High Meadows Ave	Berry Ave	Widen 4 L D	satisfied
2020	9,796	Midway Road	Torino Pkwy	Selvitz Road	Widen 4 L D***	
2025	14,045	Midway Road	Selvitz Road	25th Street	Widen 4 L D***	

* Riverland/Kennedy Cumulative Total Net External DRI p.m. Peak Hour Trips
** Provided sufficient right-of-way exists for the improvement
*** This condition may be satisfied by a payment to St. Lucie County based on the *Settlement Agreement Including Impact Fee Credit Agreement* between the Developer and St. Lucie County.

24. A traffic re-analysis shall be undertaken by the Developer and submitted to the City, TCRPC, State land planning agency, and FDOT by the date that development within the Riverland/Kennedy DRI generates more than 3,592 total net external p.m. peak hour trips or by December 31, 2020, whichever comes last, if the four-laning of the Port St. Lucie Boulevard – St. Lucie County Line to SR 714 segment is: 1) not under contract to construct the roadway; 2) not included in a local government development agreement consistent with section 163.3220 through 163.3243, F.S.; 3) required by the monitoring program included in Condition 15, if applicable; or 4) not scheduled in the first three years of an adopted Capital Improvements Program or FDOT's adopted work program. The traffic re-analysis shall be prepared in a manner consistent with the methodology utilized in the WATS, or at the election of the Developer, utilizing an alternative methodology acceptable to the City, State land planning agency, FDOT and TCRPC, and shall be limited to a determination of the effect, if any, of the delay in four laning the segment of S.W. Citrus Blvd. – St. Lucie County Line to SR 714 on roads external to the WATS area. If the traffic re-analysis shows that the delay will result in additional or increased significant impacts to state or regionally significant roads as identified in the WATS, no building permits shall be issued after development

within the Riverland/Kennedy DRI generates more than 3,592 total net external p.m. peak hour trips or December 31, 2020, whichever comes last, until the Development Order has been amended to include mitigation to address such additional or increased significant impacts consistent with Rule 9J-2.045, F.A.C

E/W 3 and I-95 Interchange

25. A traffic study shall be prepared for development that generates more than 13,461 total net external p.m. peak hour trips or by January 1, 2028, whichever comes last, to evaluate the need for an interchange along I-95 with E/W 3. The methodology for this traffic study shall be discussed with the Developer, and agreed upon by the City of Port St. Lucie and Florida Department of Transportation. The traffic study shall estimate traffic projections at buildout of all DRI developments that participated in the WATS.

26. If the study required by Condition 25 justifies an interchange along I-95 with E/W 3, then no building permits shall be issued for development that generates more than 13,461 total net external p.m. peak hour trips or after December 31, 2029, whichever comes last, until the development order has been amended to include provisions for such an interchange and such interchange has been authorized by the Federal Highway Administration and/or FDOT, as applicable. Such amendment to the Development Order shall not be subject to a substantial deviation determination, unless otherwise required by criteria in section 380.06(19)(b), F.S.

Other Issues

27. Intersection lane geometry for all arterial roads between I-95 and Range Line Road included in Master Development Plan (Map H) attached to this Development Order as Exhibit "D" shall, for all 6 lane by 6 lane, 4 lane by 6 lane and 4 lane by 4 lane intersections within rights-of way greater than 100 feet, include dual left-turn lanes and an exclusive right-turn lane in all approaches. For all other arterial road intersection types, the Developer shall submit to the City, for approval, an intersection analysis to designate the lane geometry for each intersection.

28. All roads expressly addressed in the transportation conditions of this Development Order shall be open to the public.

29. Commencing in 2017 and continuing every other year thereafter, the Developer shall submit a Biennial Status Report indicating the status (schedule) of guaranteed transportation network modifications. This Biennial Status Report shall be attached to and incorporated into the Biennial Development of Regional Impact Report required by Condition 6.

    The Biennial Status Report shall list all roadway modifications needed to be constructed, the guaranteed date of completion for the construction of each

needed modification, the party responsible for the guaranteed construction of each modification, and the form of binding commitment that guarantees construction of each modification. Except for improvements which are re-scheduled or determined to be not needed pursuant to monitoring under Condition 15, no further building permits for the Riverland/Kennedy Development of Regional Impact shall be issued at the time the Biennial Status Report reveals that any needed transportation modification included in the Development Order is no longer scheduled or guaranteed, or has been delayed in schedule such that it is not guaranteed to be in place and operational or under actual construction for the entire modification consistent with the timing or trip threshold criteria established in this Development Order.

30. In the event that a transportation improvement which the Developer is required to provide pursuant to this Development Order is instead provided by a dependent or independent special district, the improvement shall be deemed to have been provided by the Developer.

31. The Developer is responsible for the mitigation of all environmental impacts of all right-of-ways within the Riverland/Kennedy DRI.

ENVIRONMENTAL AND NATURAL RESOURCES

Wetlands

32. The Developer, Property Owners Association created by the Developer, or other acceptable entity shall comply with all wetland mitigation requirements of the U. S. Army Corps of Engineers and South Florida Water Management District. Any wetland permit issued by the South Florida Water Management District and the U.S. Army Corps of Engineers for all or any portions of the Riverland/Kennedy DRI Property shall satisfy all City rules, regulations, codes, permitting and other requirements pertaining to wetlands and littoral plantings for the portion or portions of Riverland/Kennedy subject to any such permits.

Listed Species

33. The Developer or an Association or community development district shall maintain Wood Stork foraging habitat on site by ensuring no additional net loss of wood stork prey. All surface waters created on the site, where appropriate, shall include features specifically designed to provide preferred foraging habitat for this species. The features should include areas designed to concentrate prey during dry down periods. The Developer shall comply with all U.S. Fish and Wildlife Service recommendations regarding the design and creation of foraging habitat for this federally endangered species.

34. In the event that it is determined that any additional representative of a state or federally listed plant or animal species is resident on, or otherwise significantly dependent upon a development parcel, the developer of such parcel shall cease all activities which will negatively affect that individual population and immediately notify the City of Port St. Lucie, and such developer shall provide proper protection to the satisfaction of the City of Port St. Lucie in consultation with the U.S. Fish and Wildlife Service and Florida Fish and Wildlife Conservation Commission.

Exotic Species

35. Prior to obtaining a certificate of occupancy for any future structure located on a particular development parcel, the developer of such parcel shall remove from that parcel all Melaleuca, Brazilian pepper, Old World climbing fern, Australian pine, downy rose-myrtle, and any other nuisance and invasive exotic vegetation listed under Category I of the Florida Exotic Pest Plant Council's "2005 List of Invasive Species." Removal shall be in a manner that minimizes seed dispersal by any of these species. There shall be no planting of these species on site. Methods and a schedule for the removal of exotic and nuisance species should be approved by the City of Port St. Lucie. The entire site, including wetlands and conservation areas, shall be maintained free of these species in perpetuity in accordance with all applicable permits.

Stormwater Management

36. The developer of each development parcel shall design and construct a stormwater management system within such development parcel to retain the maximum volumes of water consistent with South Florida Water Management District criteria for flood control. The stormwater management system shall be designed and constructed to provide stormwater treatment and attenuation/storage, in accordance with South Florida Water Management District requirements, for the ultimate build-out of all public rights-of-way located within the DRI Property. All discharged water from the surface water management system shall meet the water quality standards of Florida Administrative Code Rule 17-3.

37. All elements of the stormwater management system shall be designed to prevent negative impacts to adjacent areas and to the receiving bodies of water. A water quality monitoring program shall be established if required by any applicable federal, state or local agency having jurisdiction.

38. The Developer shall work with the City of Port St. Lucie to minimize the amount of impervious surface constructed for automobile parking on the project site. The Developer and the City should consider the use of pervious parking lot materials where feasible.

39. The surface water management system shall utilize Best Management Practices to minimize the impact of chemical runoff associated with lawn and landscape maintenance. The Developer shall coordinate with the South Florida Water Management District to formulate and implement Best Management Practices to reduce the use of pesticides and fertilizers throughout the project.

40. Maintenance and management efforts required to assure the continued viability of all components of the surface water management system shall be the financial and physical responsibility of the Developer, a community development district, a special assessment district, or other entity acceptable to the City of Port St. Lucie. Any entities subsequently replacing the Developer shall be required to assume the responsibilities outlined above.

Water Supply

41. No residential subdivision plat shall be recorded nor final site plan approved for any development parcel until the Developer has provided written confirmation from the City of Port St. Lucie Utility Systems Department that adequate capacity of treated potable water is available to serve the development parcel and the Developer has provided or others have provided (or have provided surety in a form acceptable to the City) for the necessary water system extensions to serve the development parcel.

42. The preferred source of irrigation water shall be treated wastewater effluent at such time as this source is made available to the site. The Developer shall connect each development parcel to the City of Port St. Lucie's reclaimed water system when the system is within 300 feet of the subject development parcel. The project shall be equipped with an irrigation water distribution system to provide reclaimed water to all domestic residential lots when it becomes available. No individual home wells shall be constructed on the project site. Prior to availability of a sufficient supply of reclaimed water, other water supply sources may be used for landscape irrigation subject to meeting South Florida Water Management District permitting criteria in effect at the time of permit application.

43. In order to reduce irrigation water demand, xeriscape landscaping shall be encouraged throughout the project. At a minimum, the xeriscape landscaping shall meet the requirements of the City of Port St. Lucie.

44. The project shall utilize ultra-low volume water use plumbing fixtures, self-closing and/or metered water faucets, xeriscape landscape techniques, and other water conserving devices and/or methods specified in the Water Conservation Act, Section 553.14, Florida Statutes. These devices and methods shall meet the criteria outlined in the water conservation plan of the public water supply permit issued to the City of Port St. Lucie by the South Florida Water Management District.

Wastewater Management

45. No residential subdivision plat shall be recorded nor final site plan approved for any development parcel until the Developer has been provided written confirmation from the City of Port St. Lucie Utility Systems Department that adequate capacity for wastewater treatment is available to serve such development parcel and the Developer or others have provided (or have provided surety in a form acceptable to the City) for the necessary wastewater system extension to serve such development parcel.

Solid Waste and Hazardous Materials

46. No residential subdivision plat shall be recorded nor final site plan approved for any development parcel until the Developer has provided written confirmation from St. Lucie County or other provider acceptable to the City that adequate solid waste disposal services and facilities will be available when needed for that parcel. Development shall only occur concurrently with the provision of adequate solid waste disposal services and facilities.

Air Quality

47. During land clearing and site preparation, soil treatment techniques appropriate for controlling unconfined particulate emissions shall be undertaken. If construction on a parcel will not begin within thirty days of clearing, the soil shall be stabilized until construction on the parcel begins. Cleared areas may be sodded, seeded, landscaped or mulched to stabilize the soil. Minimal clearing for access roads, survey lines, fence installation, or construction trailers and equipment staging areas is allowed without the need for soil stabilization. The purpose of this condition is to minimize dust production and soil erosion during land clearing and to prevent soil particulates from becoming airborne between the time of clearing and construction. Development within the DRI Property shall comply with all applicable National Pollutant Discharge Elimination System requirements.

HUMAN RESOURCE ISSUES

Housing

48. The Port St. Lucie Comprehensive Plan does not require any affordable housing mitigation or contribution by the Developer. However, the Developer has offered to provide voluntary support for affordable housing by means of this local condition. The Developer shall pay a voluntary affordable housing assistance fee of $500, or a mutually agreed upon amount, for each residential unit constructed on the Property, payable at the time of building permit application, into an affordable housing trust fund or other dedicated account established by the City. The City shall determine how to disburse the moneys in such trust fund to

encourage affordable housing through such means as (a) acquisition of land; (b) a program of down payment assistance; (c) prepaying of points for qualified homebuyers; (d) rehabilitation of existing affordable housing; (e) construction of new affordable housing by private developers or not-for-profit entities; or (f) other appropriate affordable housing strategies.

As an alternative to the above condition, the Developer may choose to participate in a program developed by the City of Port St. Lucie that will provide sufficient workforce housing in proportion to the population, based upon a program of the City of Port St. Lucie upon its adoption in the City of Port St. Lucie Comprehensive Plan.

Prior to the beginning of each phase subsequent to Phase 1, the supply of affordable housing shall be re-calculated using the East Central Florida Regional Planning Council Housing Methodology (revised June 1999) or, at the election of the Developer, an alternative methodology acceptable to the City and the State land planning agency. If the supply calculation for any subsequent phase shows that there is not an adequate supply of affordable housing reasonably accessible to the Riverland/Kennedy DRI_to meet the demand from non-residential development in that phase, the Development Order shall be amended to include measures to mitigate the unmet housing need consistent with Rule 9J-2.048, F.A.C. The voluntary affordable housing assistance fee provided for in this Condition 50 shall be credited against any required mitigation.

Schools

49. No residential subdivision plat shall be recorded nor final residential site plan approved for any development parcel after July 1, 2007 until the Developer has secured a development agreement with the St. Lucie County School District that assures the following:

    a. The dedication to the City of Port St. Lucie, pursuant to the Annexation Agreement, of one K-8 school site of not less than 25 acres, provided that drainage (after all required water quality pretreatment is provided on site at no cost to the Developer) for the K-8 school site can be accommodated off-site. The net acreage must not include any required upland or wetland preservation areas. Alternatively, if collocated with a park site, and recreational areas can be shared, the site can be reduced to 20 acres.

    b. The dedication to the City of Port St. Lucie, pursuant to the Annexation Agreement, of one high school site of not less than 45 acres, provided that drainage (after all required water quality pretreatment is provided on site at no cost to the Developer) for the high school site can be

accommodated off-site. The net acreage must not include any required upland or wetland preservation areas.

c. The Developer will allocate not less than 10 acres of its 50-acre regional park dedication as required by the Annexation Agreement for a high school football stadium adjacent to the high school site, subject to approval by the City of Port St. Lucie. The net acreage must not include any required upland or wetland preservation areas.

d. For the proposed total development program of 11,700 dwelling units, of which 1,200 are proposed to be age-restricted, and with current student generation rates for St. Lucie County, the Developer shall contribute a proportionate share of all costs necessary to construct, according to State of Florida and St. Lucie County School District standards, the school facilities for the sites identified in this condition, not to exceed the total amount of educational facilities impact fees for the DRI Property (based upon generally applicable St. Lucie County educational impact fees in effect from time to time), so that there will be adequate school facilities to accommodate the impacts of the development. Such facilities shall be operated and maintained by the St. Lucie County School District.

e. The development agreement with the St. Lucie County School District shall provide for a formula for the reimbursement of educational impact fees that would normally be assessed of dwelling units within the proposed development in exchange for the conveyance of the school sites described in subparagraphs (a) and (b) above.

f. The City of Port St. Lucie will use good faith efforts to enter into an appropriate interlocal agreement with the St. Lucie County School District pursuant to which the City of Port St. Lucie will convey the school sites described in subparagraphs (a) and (b) above to the St. Lucie County School District as and when needed by the St. Lucie County School District.

Note: The Developer has entered into an Educational Facilities Impact Fee Credit Agreement dated June 12, 2007 (OR Book 2841, Page 440), as may be amended from time to time, with the School Board of St. Lucie County. This agreement addresses site dedications and associated impact fee credits as well as impact fee payments and impact fee prepayments for construction of school facilities on these sites. The City of Port St. Lucie has entered into an interlocal agreement with the School Board of St. Lucie County (OR Book 2714, Page 761) regarding conveyance of the school sites to the St. Lucie County School District.

Police and Fire Protection

50. No residential subdivision plat shall be recorded nor final site plan approved for any development parcel until the Developer has received a statement from the City of Port St. Lucie Police Department indicating that adequate facilities and police protection are in place to serve the development parcel. The methodology used to determine the demand created as a result of the project and the standards used to determine adequate police protection shall be approved by the City of Port St. Lucie Police Department.

51. The Developer has entered into a mutually agreed upon Developers Agreement with the St. Lucie County Fire District dated November 15, 2006 for improvements necessary to provide Fire and Emergency Medical Services to the project.

Hurricane Preparedness

52. The Developer shall construct one or more on-site buildings to provide a minimum 24,520 SF of hurricane evacuation shelter space for the residents of the Riverland/Kennedy Development of Regional Impact. As an alternative, the Developer may elect to make an equivalent payment to the City for the hurricane shelter space required by this condition and, upon making such payment, the Developer shall have satisfied this condition and shall bear no further responsibility or liability under it. If the space is constructed by the Developer on site, construction will commence before the start of hurricane season during the year that each phase is scheduled to end. If the Developer is to construct same, then a minimum of 5,247 square feet of public hurricane evacuation shelter space shall be under construction by the end of Phase 1; a minimum of 16,551 square feet of public hurricane evacuation shelter space shall be under construction by the end of Phase 2; and a minimum of 2,722 square feet of public hurricane evacuation shelter space shall be under construction by the end of Phase 3. Emergency shelter requirements may be accomplished through providing a combination of safe spaces within home(s) and/or constructing community hurricane shelter spaces or dual use of a facility (including schools) constructed or retrofitted to State of Florida hurricane code within the development. The hurricane shelter mitigation techniques provided shall be approved by the City of Port St. Lucie and St. Lucie County Division of Emergency Management and be consistent with Chapter 9J-2.0256(5) (a), Florida Administrative Code and with Red Cross Standards 4496. If the Development Order is changed to allow an alternate number of residential units, then the numbers in this condition would change proportionately.

53. The Port St. Lucie Comprehensive Plan does not require hurricane preparedness mitigation or contribution by the Developer. However, the Developer has previously made a voluntary contribution of $150,000.00 to the City to enhance hurricane preparedness. This contribution provided sufficient funds to finance

space for the City's Emergency Operations Center and adequate special needs public hurricane evacuation shelter space for residents of the project.

Parks and Recreation

54. Prior to issuance of the first development permit, the Developer shall prepare a plan to be approved by the City of Port St. Lucie Parks and Recreation Department for the provision of neighborhood and community recreational sites and facilities to meet the demand created by residential development in the DRI Property. At a minimum, the plan shall 1) provide for the conveyance to the City, in accordance with the requirements of the Annexation Agreement, of 14~~0~~1 acres of net usable area of public park sites (including the 50 acres of regional park described below), with no individual park site to be less than 10 acres; 2) show the locations of proposed park sites; 3) provide a schedule for conveyance of the public park sites, and 4) comply with a requirement of 5 acres of public parks per 1,000 population, consistent with the level of service required for parks and recreational facilities in the City of Port St. Lucie Comprehensive Plan at the time of the adoption of the original development order. Neighborhood and community recreational facilities shall be available to serve projected demand in accordance with the plan approved by the City of Port St. Lucie Parks and Recreation Department. Nothing in this condition 54 shall require the Developer to construct or pay for recreational facilities on public park sites provided by the Developer pursuant to this condition or the Annexation Agreement.

    Prior to the issuance of the 6,001 building permit for the Riverland/Kennedy DRI Property, and subject to the Annexation Agreement, the Developer shall convey to the City 50 net usable acres for a regional park as required by the Annexation Agreement, in the general location shown on the Master Development Plan (Map H) attached to this Development Order as Exhibit "D".

    The provision of public beach access and boat ramp facilities is a local issue which the City and St. Lucie County address through impact fees, taxes, grants, and other assessments. With those funding sources, the City and St. Lucie County can expand existing or construct new public beach access and boat ramp facilities which may be needed to accommodate the residential development approved by this Development Order.

Historic and Archaeological Sites

55. In the event of discovery of any archaeological artifacts during construction of the project, construction shall stop within a 30-foot radius/buffer and immediate notification shall be provided to the City of Port St. Lucie and the Division of Historical Resources, Florida Department of State. Construction may resume within the affected area after the City and the Division of Historical Resources have

determined the appropriate mitigation pursuant to Rule 9J-2.043, F.A.C., if any are warranted, and such measures have been implemented by the Developer.

Energy

56. The final site and building designs shall comply with Florida Thermal Efficiency Code Part VII, Chapter 553, Florida Statutes. Where practical, the project shall also incorporate measures identified in Council's energy plan guide entitled, Energy Planning in the Twenty-First Century: A Guide for Florida Communities, updated January 2003.

EXHIBIT "C"

LAND USE EQUIVALENCY MATRIX

Table 1: Equivalency Matrix
Riverland/Kennedy DRI

Change To: Change From:	Single Family du	Multi-Family du	Retail sf	Research and Office sf	Light Industrial sf	Civic sf	Institutional sf
Single Family du	1.00	2.16	0.29	0.68	0.82	0.15	0.28
Multi-Family du	0.46	1.00	0.13	0.32	0.38	0.07	0.13
Retail sf	3.48	7.53	1.00	2.38	2.87	0.54	0.98
Research and Office sf	1.47	3.17	0.42	1.00	1.21	0.23	0.41
Light Industrial sf	1.22	2.63	0.35	0.83	1.00	0.19	0.34
Civic sf	6.48	14.01	1.86	4.42	5.33	1.00	1.82
Institutional sf	3.56	7.70	1.02	2.43	2.93	0.55	1.00

1 Land use exchanges are based on net external p.m. peak hour two-way project traffic.

2 Example Changes: Add 10 Single Family Dwelling Units by reducing Service: (10 du.) X (1.47 service factor) = 14.7 ksf. Thus, the Service land-use is reduced by 14,700 sf.

Table 2: PM Peak Hour Buildout Trip Generation
Riverland/Kennedy

Land Use	ITE Land Use Code	Size	Gross P.M. Peak Hour		Internal Capture		Passer-By Capture		Net P.M. Peak Hour		Total	Two-Way External Trip Rate
			In	Out	In	Out	In	Out	In	Out		

Single Family du	210	8,424	4,534	2,662	263	206	0	0	4,271	2,456	6,727	0.798	d.u.
Multi-Family du	230	3,276	895	440	78	48	0	0	817	392	1,209	0.369	.d.u.
Retail sf	820	892,668	2,333	2,526	227	304	878	968	1,228	1,254	2,482	2.78	ksf
Research and Office sf	710	1,361,250	273	1,330	5	3	0	0	268	1,327	1,595	1.17	ksf
Light Industrial sf	110	1,361,250	160	1,174	3	5	0	0	157	1,169	1,326	0.97	ksf
Civic sf	N/A	101,781	278	277	14	15	0	0	264	262	526	5.17	ksf
Institutional sf	N/A	327,327	399	599	31	36	0	0	368	563	931	2.84	ksf

1 ITE Trip Generation Manual, 7th Edition

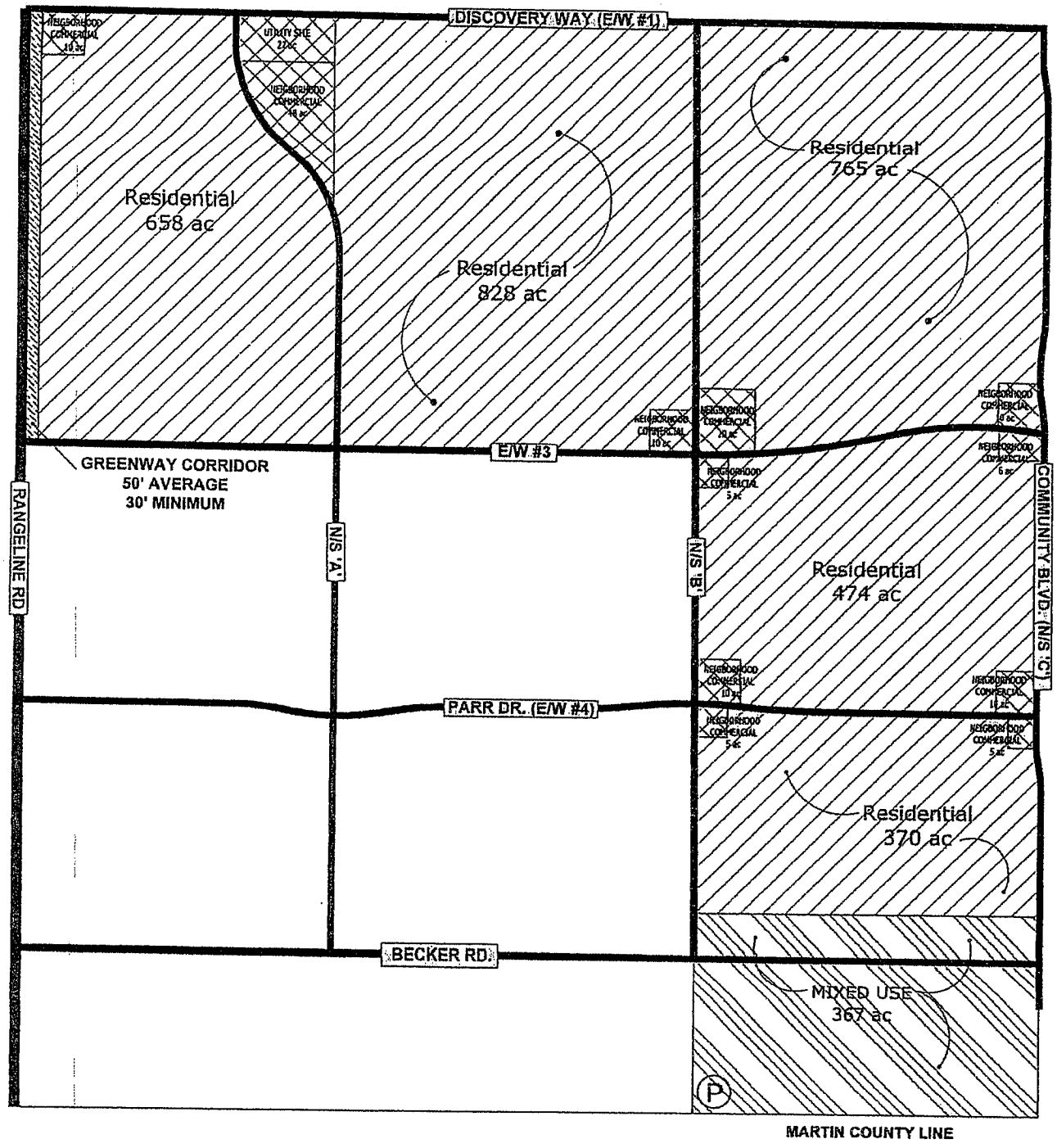
Table 3: Utility/Employment Equivalency Comparison
Riverland/Kennedy DRI

		Single-Family Residential Equivalent	Multi-Family Residential Equivalent	Retail Equivalent	Research and Office Equivalent	Light Industrial Equivalent	Civic Equivalent	Institutional Equivalent
Land Use	**Base Size**	**Size**	**Size**	**Size**	**Size**	**Size**	**Size**	**Size**
Single-Family	**1 du**	N/A	2.16 du	0.29 sf	0.68 sf	0.82 sf	0.15 sf	0.28 sf
Water	250 gpd	N/A	540 gpd	36.25 gpd	85 gpd	123 gpd	18 gpd	33.60 gpd
Wastewater	212.5 gpd		459 gpd	30.74 gpd	72.08 gpd	104.96 gpd	15.30 gpd	28.56 gpd
Solid Waste	6.03 lb/day		13.02 lb/day	8.70 lb/day	68 lb/day	49.20 lb/day	4.50 lb/day	8.40 lb/day
Aff. Housing	N/A		0.00 emp	0.46 emp	0.27 emp	0.33 emp	0.50 emp	0.93 emp
Multi-Family Residential	**1 du**	0.46 du	N/A	0.13 sf	0.32 sf	0.38 sf	0.07 sf	0.13 sf
Water	250 gpd	115 gpd	N/A	16.25 gpd	40 gpd	57 gpd	8.40 gpd	15.60 gpd
Wastewater	212.5 gpd	97.75 gpd		13.78 gpd	33.92 gpd	48.64 gpd	7.14 gpd	13.26 gpd
Solid Waste	6.03 lb/day	2.77 lb/day		3.90 lb/day	32 lb/day	22.80 lb/day	2.10 lb/day	3.90 lb/day
Aff. Housing	N/A	0.00 emp		0.21 emp	0.13 emp	0.15 emp	0.23 emp	0.43 emp
Retail	**1,000 sf**	3.48 du	7.53 du	N/A	2.38 sf	2.87 sf	0.54 sf	0.98 sf
Water	125 gpd	870 gpd	1,882.50 gpd	N/A	297.50 gpd	430.50 gpd	64.80 gpd	117.60 gpd
Wastewater	106 gpd	739.50 gpd	1,600.13 gpd		252.28 gpd	367.36 gpd	55.08 gpd	99.96 gpd
Solid Waste	30 lb/day	20.98 lb/day	45.41 lb/day		238 lb/day	172.20 gpd	16.20 lb/day	29.4 lb/day
Aff. Housing	1.6 emp	0.00/emp	0.00 emp		0.95 emp	1.15 emp	1.80 emp	3.26 emp
Research and Office	**1,000 sf**	1.47 du	3.17 du	0.42 sf	N/A	1.21 sf	0.23 sf	0.41 sf
Water	125 gpd	367.50 gpd	792.50 gpd	52.50 gpd	N/A	181.50 gpd	27.60 gpd	49.20 gpd
Wastewater	106 gpd	312.38 gpd	673.63 gpd	44.52 gpd		154.88 gpd	23.46 gpd	41.82 gpd
Solid Waste	100 lb/day	8.86 lb/day	19.12 lb/day	12.60 lb/day		72.60 lb/day	6.90 lb/day	12.30 lb/day
Aff. Housing	0.40 emp	0.00 emp	0.00 emp	0.67 emp		0.48 emp	0.77 emp	1.37 emp
Light Industrial	**1,000 sf**	1.22 du	2.63 du	0.35 sf	0.83 sf	N/A	0.19 sf	0.34 sf
Water	150 gpd	305 gpd	657.50 gpd	43.75 gpd	103.75 gpd	N/A	22.80 gpd	40.80 gpd
Wastewater	128 gpd	259.25 gpd	558.88 gpd	37.10 gpd	87.98 gpd		19.38 gpd	34.68 gpd
Solid Waste	60 lb/day	7.36 lb/day	15.86 lb/day	10.50 lb/day	83 lb/day		5.70 lb/day	10.20 lb/day
Aff. Housing	0.4 emp	0.00 emp	0.00 emp	0.56 emp	0.33 emp		0.63 emp	1.13 emp
Civic	**1,000 sf**	6.48 du	14.01 du	1.86 sf	4.42 sf	5.33 sf	N/A	1.82 sf

Water Wastewater Solid Waste Aff. Housing	120 gpd 102 gpd 30 lb/day 3.33 emp	1620 gpd 1377 gpd 39.07 lb/day 0.00 emp	3,502.50 gpd 2,977.13 gpd 84.48 lb/day 0.00 emp	232.50 gpd 197.16 gpd 55.80 lb/day 2.98 emp	552.50 gpd 468.52 gpd 442 lb/day 1.77 emp	799.50 gpd 682.24 gpd 319.80 lb/day 2.13 emp	N/A	218.40 gpd 185.64 gpd 54.60 lb/day 6.06 emp
Institutional	**1,000 sf**	3.56 du	7.70 du	1.02 sf	2.43 sf	2.93 sf	0.55 sf	N/A
Water Wastewater Solid Waste Aff. Housing	120 gpd 102 gpd 30 lb/day 3.33 emp	890 gpd 756.50 gpd 21.47 lb/day 0.00 emp	1,925 gpd 1,636.25 gpd 46.43 lb/day 0.00 emp	127.50 gpd 108.12 gpd 30.60 lb/day 1.63 emp	303.75 gpd 257.58 gpd 243 lb/day 0.97 emp	439.50 gpd 375.04 gpd 175.80 lb/day 1.17 emp	66 gpd 56.10 gpd 16.50 lb/day 1.83 emp	N/A

EXHIBIT "D"

MASTER DEVELOPMENT PLAN (MAP H)



Development Order
Exhibit 'D'
NOPC 3 - Map H

Riverland / Kennedy DRI

Single Family Residential including Schools & Support Facilities, Civic, Institutional, Parks / Recreational, Places of Worship, Conservation / Mitigation

Mixed Use Residential including Schools & Support Facilities, Civic, Institutional, Parks / Recreational, Places of Worship, Commercial

Neighborhood Commercial Center includes Commercial, Office, Institutional, Civic, Parks / Recreational, Hotel/Inn, Places of Worship, Conservation / Mitigation

Roadways per Annexation Agreement

(P) Regional Park

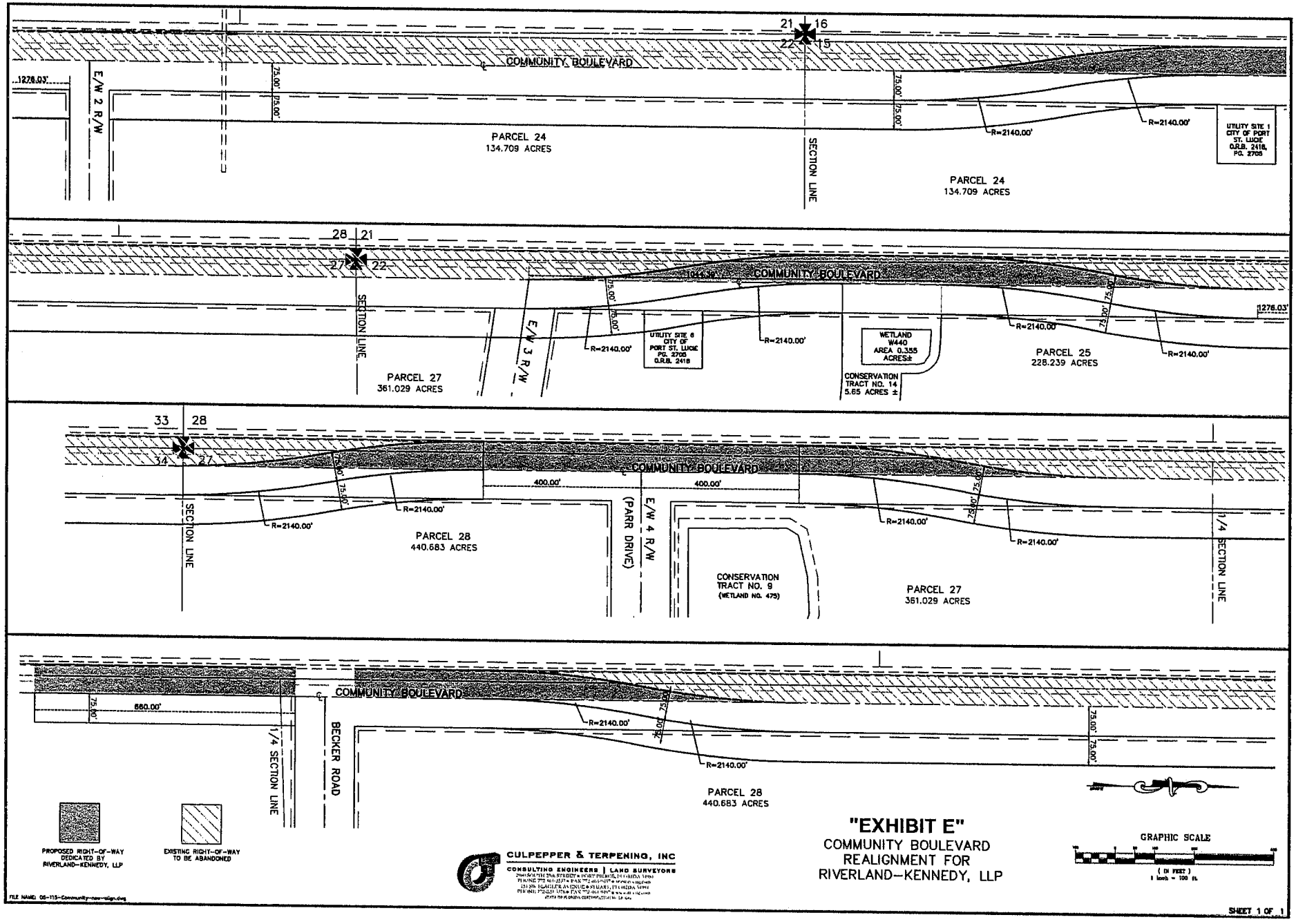
0 500 1000 2000 3000

Graphic Scale

Riverland NOPC 3 Map H 2016-04-07.dwg

EXHIBIT "E"

COMMUNITY BOULEVARD ALIGNMENT



"EXHIBIT E"

COMMUNITY BOULEVARD
REALIGNMENT FOR
RIVERLAND-KENNEDY, LLP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Edwin M. Fry Jr., Finance Director EF

FROM: Irene Sorensen, Property Tax/Assessment Manager, Finance

Agenda Item: Resolution: PUBLIC HEARING: ELECTING TO UTILIZE THE UNIFORM METHOD OF COLLECTING NON - AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENT SERVICES, APPROVING THE RATE OF ASSESSMENT AND THE ASSESSMENT ROLL FOR FISCAL YEAR 2016/2017. 16-R58

Submittal Date: 8/12/2016

STRATEGIC PLAN LINK: EXCELLENT CUSTOMER SERVICE AND RESPONSIVE TO THE COMMUNITY

BACKGROUND: The City has instituted Chapter 40 of the City Code for its Nuisance Abatement Program to address certain property maintenance issues affecting these abandoned and unmaintained homes. These property maintenance issues negatively affect the public health, safety, and welfare by enabling the deterioration of neighborhoods, facilitating and providing opportunities for criminal activity, producing blight; and contributing to lower property values. Affected property owners and mortgagees were provided notice and an opportunity to be heard concerning conditions on their property which threatened the public health, safety, and welfare and the owners or mortgagees have either abandoned the property of refused to address the issues that threaten the community. In an effort to combat these negative effects on the City of Port St. Lucie and its residents, the City has undertaken to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to its Nuisance Abatement Program. The City Council finds that properties so improved have specifically benefitted from the City's actions in an amount equal to or greater than the costs incurred by the City in carrying out its Nuisance Abatement Program and greater in kind and degree than other properties located within the City. Some owners of

mortgagees of the benefitted properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property.

ANALYSIS: The uniform method of collecting non-ad valorem assessments as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes.

FINANCIAL INFORMATION: The 2016 Tax Roll consists of 13 properties for a total of $120,122.69 to be collected via the tax roll.

LEGAL INFORMATION: In accordance with the requirements of section 197.3632, Florida Statutes, the City Council may collect non-ad valorem assessments after it has conducted a duly advertised and noticed public hearing. At which hearing, the City Council may receive all written objections and hear testimony from all interested persons. This resolution has been approved as to form by Azlina Goldstein Siegel, Interim City Attorney on 8/11/16.

STAFF RECOMMENDATION: Staff recommends approval

SPECIAL CONSIDERATION: Approval of this Resolution is necessary to submit the tax rolls in a timely fashion as required by law.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: City wide

ATTACHMENTS: Resolution

RECEIVED

AUG 1 2 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R58

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE COLLECTION OF NUISANCE ABATEMENT SERVICES ASSESSMENTS; ADOPTING FINDINGS OF FACT; APPROVING THE RATE OF ASSESSMENT FOR EACH AFFECTED PROPERTY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has been confronted with the unprecedented challenge of abandoned and unmaintained homes within the City; and

WHEREAS, the City has instituted its Nuisance Abatement Program to address certain property maintenance issues affecting these abandoned and unmaintained homes; and

WHEREAS, these property maintenance issues negatively affect the public health, safety, and welfare by enabling the deterioration of neighborhoods, facilitating and providing opportunities for criminal activity, producing blight; and contributing to lower property values; and

WHEREAS, affected property owners and mortgagees were provided notice and an opportunity to be heard concerning conditions on their property which threatened the public health, safety, and welfare; and

WHEREAS, the owners or mortgagees have either abandoned the property or refused to address the issues that threaten the community; and

WHEREAS, in an effort to combat these negative effects on the City and its residents, the City has undertaken to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to its Nuisance Abatement Program; and

WHEREAS, the City Council finds that properties so improved have specifically benefited from the City's actions in an amount equal to or greater than the costs incurred by the City in carrying out its Nuisance Abatement Program and greater in kind and degree than other properties located within the City; and

WHEREAS, some owners or mortgagees of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property; and

WHEREAS, the City Council finds that it is fair and equitable to assess against each benefited property a non-ad valorem special assessment in an amount equal to the costs incurred in improving said property, less any amounts paid by the property owner to offset such costs (the "Nuisance Abatement Services Assessments"); and

WHEREAS, the uniform method of collecting non-ad valorem assessments as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes, and the City elected to use the uniform method for the Nuisance Abatement Services Assessments pursuant to Resolution 09-R32; and

WHEREAS, the City Council desires to utilize the uniform method of collecting non-ad valorem assessments to collect the Nuisance Abatement Services Assessments specified herein; and

WHEREAS, in accordance with the requirements of section 197.3632, Florida Statutes, the City Council has conducted a duly advertised and noticed public hearing prior to the adoption of this Resolution, at which hearing the City Council received all written objections and heard testimony from all interested persons.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 40, Nuisance Abatement Program of the City of Port St. Lucie Code of Ordinances (the "City Code"), Chapter 170, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS OF FACT. The foregoing findings are incorporated herein by reference and made a part hereof. Further, it is hereby ascertained, determined, and declared as set forth in Chapter 40 of the City Code, that the City

Council of the City has the authority under its home rule powers and other applicable Florida Statutes to impose Nuisance Abatement Services Assessments upon certain defined residential properties ("Assessed Property"), within the incorporated area of the City, as more fully described in Exhibit "A" attached hereto and incorporated by reference herein. In addition, it is hereby ascertained, determined, and declared that each parcel of Assessed Property has been benefited by the City's provision of nuisance abatement services in an amount not less than the cost of such service by the City for each parcel computed in the manner set forth in this Resolution based upon the following legislative determinations:

(A) Nuisance abatement services provide a special benefit and possess a logical relationship to the use and enjoyment of property;

(B) Nuisance abatement services benefit Assessed Property by providing reasonable, safe, and cost effective remediation of nuisance conditions on such property;

(C) Nuisance abatement services benefit Assessed Property by protecting the value of the property, protecting the property from becoming the target of crime, and promoting the health, safety, and welfare of the owners and occupants of such property, if any, resulting from the delivery of such services in a reasonable and cost effective manner.

(D) Nuisance abatement services assist in facilitating the eventual sale of property following foreclosure by promoting maintenance of the property, preventing vandalism of the property, and improving the appearance of the neighborhood.

SECTION 3. APPROVING THE NUISANCE ABATEMENT SERVICES ASSESSMENTS AND ELECTING TO UTILIZE THE UNIFORM METHOD OF COLLECTING THE ASSESSMENTS. Nuisance Abatement Services are provided to benefited properties after the property has been declared a nuisance pursuant to the City's Nuisance Abatement Program. Nuisance Abatement Services Assessments are imposed when the property owner fails to abate the

conditions which give rise to the nuisance and as a result, the City abates the nuisance(s). The unit of measurement for the Nuisance Abatement Services Assessments is one parcel of property, with the amount of assessment to be applied to each such parcel equal to an amount that includes the actual cost incurred by the City for the work performed on the property in abating the nuisance condition(s), utilizing either an outside contractor or City forces; the cost of providing notice, including, but not limited to, the cost of postage and publication and/or service by a process server; and a fee of $325.00 for administrative/personnel costs. Each Nuisance Abatement Services Assessment has been previously authorized by City Council pursuant to Chapter 40, of the City Code at a show cause hearing conducted for each Assessed Property and recorded in the public records. The Nuisance Abatement Services Assessments and the Assessment Rolls set forth in Exhibit "A" attached hereto and incorporated herein are hereby approved and such Nuisance Abatement Services Assessments shall be collected utilizing the uniform method of collecting non-ad valorem assessments. In accordance with section 197.3632, Florida Statutes, attached as Exhibit "B" is an Affidavit of Mailing and attached as Exhibit "C" is the Proof of Publication of the Notice of Public Hearing.

SECTION 4. EFFECT OF ASSESSMENT ON ASSESSED PROPERTY. Nuisance Abatement Services Assessments shall constitute a lien upon the Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 5. ASSESSMENT ROLL. The City Council hereby adopts Exhibit "A" as the City's 2016-2017 non-ad valorem assessment roll for Nuisance Abatement Services under Chapter 40 of the City Code to be forwarded to the Tax Collector pursuant to section 197.3632, Florida Statutes. The Finance Director/Treasurer or his designee is hereby authorized and designated to certify

the non-ad valorem assessment roll adopted herein to the Tax Collector. The assessment roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Exhibit "D."

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the assessment roll and the levy and lien of the Nuisance Abatement Services Assessments for nuisance abatement services) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, this 22nd day of August, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
Azlina Goldstein Siegel Interim City Attorney

EXHIBIT

A

CITY OF PORT ST LUCIE
NUISANCE ABATEMENT SPECIAL ASSESSMENT
LIEN FOR IMPROVEMENTS
2016 TAX ROLL

Item #	Property Id#	Lot	Legal Block	Section		2016 Assessment Total
1	3422-520-0173-000/5	09	120	04	1597 SE Blockton Ave	$ 5,390.49
2	3420-630-1748-000/6	14	140	27	780 SW Broadview St	$ 7,846.44
3	3420-630-1276-000/6	29	119	27	538 SW Butler Ave	$ 11,375.92
4	3420-515-0794-000/2	01	178	04	1286 SW Empire St	$ 6,474.02
5	3420-570-0693-000/5	35	1460	15	1032 SW Fisherman Ave	$ 4,668.22
6	3420-660-1411-000/8	05	2233	33	1150 SW Gaffney Ave	$ 11,337.81
7	3323-926-0029-000/3	15	33	ST LUCIE WEST I	748 SW Great Exuma Cove	$ 8,963.80
8	3420-505-0328-000/4	06	300	02	436 SE Justine Terr	$ 7,595.93
9	3420-585-2110-000/5	02	742	18	2417 SW Mercer St	$ 16,797.52
10	3323-939-0068-000/8	53	54	ST LUCIE WEST I	748 SW Munjack Circle	$ 5,571.04
11	3420-585-1764-000/7	19	724	18	766 SE Portage Ave	$ 14,170.96
12	3420-555-0159-000/3	38	1149	12	2281 SW Susset Ln	$ 8,269.60
13	3420-585-1024-000/8	10 & 11	697	18	590 SE Thanksgiving Ave	$ 11,660.95
	Total Assessed:					**$ 120,122.69**

Reviewed by Irene Sorensen, Accounting Manager on /8/11/16

Note:

Source: The City of Port St Lucie ,
Florida Special Assessment Lien for Improvements.
Interest calculated from the date lien was signed thru Oct.31,2016.
Individual interest calc. sheets used to determine interest on each property.
Expenses verified thru MUNIS and copies of invoices provided by Legal.

EXHIBIT

B

NUISANCE ABATEMENT AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Irene Sorensen, Finance Department, who after being duly sworn, deposes, and says:

1. I, Irene Sorensen, pursuant to the authority and direction received from the City Manager of the City of Port St. Lucie, timely directed the preparation of the Nuisance Abatement Assessment Roll and the preparation, mailing, and publication of notice in accordance with Chapter 40, City of Port St. Lucie, Code of Ordinances, and Florida Statute Section 197.3632.

2. In accordance with the Ordinance and Florida Statutes, I supervised and directed the mailing of individual mailed notices to the owner of each Assessed Property contained in the 2016 Nuisance Abatement Assessment Roll utilizing address information contained in the public records. The notice included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the total revenue the City expects to collect by assessment; a statement that failure to pay the assessment will cause tax certificate to be issued against the property, which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the public hearing. The unit of measurement is the entire cost of the City abatement in accordance with Sec. 40.24 of the City of Port St. Lucie –Code of Ordinances.

3. Further, each assessment on the Assessment Roll has been previously recorded in the public records of St. Lucie County, Florida.

FURTHER AFFIANT SAYETH NOT.

Irene Sorensen

Irene Sorensen, CGFO, Accounting Manager
Finance Department, City of Port St Lucie

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 29th of July, 2016, by Irene Sorensen. She is personally known to me and did take an oath.

DEBORAH C SHINN
Notary Public - State of Florida
My Comm. Expires Jun 21, 2017
Commission # FF 1794
Bonded Through National Notary Assn.

Deborah C Shinn

Notary Public, State of Florida

affidavit of mailing-2016-nuisance

EXHIBIT

tabbies

C

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune

1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA

COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
434020 - CITY OF PORT ST LUCIE	1207254	Nuisance Abatement: 2016 Tax Roll	2016 Tax Rolls

Pub Dates

August 2, 2016

Sworn to and subscribed before me this day of, August 01, 2016, by

Sherri

_____, who is

Sherri Cipriani

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren

Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Rec'd on 8/5/16

Ad Number: 1207254
Insertion Number: N/A
Size: 6 Col x 10 in
Color Type: N/A

Advertiser: City of Port St Lucie
Agency: N/A
Section-Page-Zone(s): D-2-All
Description: Nuisance Abatement: 2016 Tax Roll

St. Lucie News Tribune
Tuesday, August 02, 2016

Legals

Legal Notices

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR MARTIN COUNTY, FLORIDA
CASE NO.:
432016CA000563CAAXMX

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR SECURITIZED ASSET BACKED RECEIVABLES LLC TRUST 2007-NC2, MORTGAGE-PASS THROUGH CERTIFICATES, SERIES 2007-NC2,
Plaintiff,
vs.
UNKNOWN HEIRS OF NATHANIEL DAVIS A/K/A NATHANIEL DAVIS SR., DECEASED, ET AL.
Defendants

NOTICE OF ACTION

To the following Defendant(s): UNKNOWN HEIRS OF WINFRED CHARLES, DECEASED (CURRENT RESIDENCE UNKNOWN)
Last Known Address:
14814 SW 169TH AVENUE, INDIANTOWN, FL 34956

YOU ARE HEREBY NOTIFIED that an action for Foreclosure of Mortgage on the following described property:
LOTS 19 & 20, BLOCK 8, OF BOOKER PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 37 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA
A/K/A 14814 SW 169TH AVENUE, INDIANTOWN, FL 34956
has been filed against you and you are required to serve a copy of your written defenses, if any, to Myriam Clerge, Esq. at VAN NESS LAW FIRM, PLC, Attorney for the Plaintiff, whose address is 1239 E. NEWPORT CENTER DRIVE, SUITE #110, DEERFIELD BEACH, FL 33442 on or before September 2, 2016, a date which is within thirty (30) days after the first publication of this Notice in the THE STUART NEWS and file the original with the Clerk of this Court either before service on Plaintiff's attorney or immediately thereafter; otherwise a default will be entered against you for the relief demanded in the complaint. This notice is provided to Administrative Order No. 2065.
WITNESS my hand and the seal of this Court this 25th day of July, 2016.

CAROLYN TIMMANN
CLERK OF COURT
By: Cindy Powell
As Deputy Clerk
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Corrie Johnson, ADA Coordinator, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, (772) 807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
Pub: August 2, 9, 2016
TCN 1196388

Legal Notices-Auctions

NOTICE OF SALE

A 2003 FORD VIN# 1FTYR14V93PB12716 in the name of ETHAN CRAWFORD will be sold on 08/13/16 by Larry Keller's Towing located at 1217 S. Federal Hwy., Stuart, FL 34994 Tel: (772) 334-5846 at 9:00 AM. I claim a lien of this vehicle for storage fees since 07/04/16. The cash sum of storage is $ 1,000.00. The cash sum in total of $1,169.00 will be sufficient to redeem this vehicle from the lien claimed by me, Keith Darley.
Pub: August 2, 2016
TCN 1195904

SALE NOTICE

Notice is hereby given that Discount Personal Storage will sell the contents of the following self-units by public auction to satisfy their liens against these tenants, in accordance with the Florida Self-Storage Facility Act. The auction will take place at this location at 9:30 AM on Wednesday, August 17, 2016 or thereafter. Units are believed to contain household goods, unless otherwise listed.

Discount Personal Storage
2140 SW Gatlin Blvd.
Port Saint Lucie, FL. 34953.
Phone: (772) 336-9900

A16 Kimberly Jeckell
L04 Juan J. Hinojosa
L12 Sonia Manderson
* Purchases must be paid in full at time of sale in CASH.
Pub: August 2, 9, 2016
TCN 1184466

Notice Of Foreclosure

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR ST. LUCIE COUNTY
GENERAL JURISDICTION DIVISION
CASE NO. 2015CA001218

FLAGSTAR BANK, FSB,
Plaintiff,
vs.
GENE CHAN, ET AL.,
Defendants.

NOTICE OF FORECLOSURE SALE
NOTICE IS HEREBY GIVEN pursuant to a Summary Final Judgment of Foreclosure entered March 3, 2016 in Civil Case No. 2015CA001218 of the Circuit Court of the NINETEENTH Judicial Circuit in and for St. Lucie County, Ft. Pierce, Florida, wherein FLAGSTAR BANK, FSB is Plaintiff and GENE CHAN, ET AL., are Defendants, the Clerk of Court will sell to the highest and best bidder for cash electronically at https://stlucie.clerkauction.com in accordance with Chapter 45, Florida Statutes on the 24TH day of August, 2016 at 08:00 AM on the following described property as set forth in said Summary Final Judgment, to-wit:
Lot 10, Block 99, LAKEWOOD PARK, Unit 8, according to the plat thereof as recorded in Plat Book 11, Page 19, Public Records of St. Lucie County, Florida.
Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens, must file a claim within 60 days after the sale.
I HEREBY CERTIFY that a true and correct copy of the foregoing was: [check all used] (XX) E-mailed (XX) Mailed this 28th day of July, 2016, to all parties on the attached service list.

Lisa Woodburn, Esq.
McCalla Raymer Pierce, LLC
Attorney for Plaintiff
110 SE 6th Street, Suite 2400
Fort Lauderdale, FL 33301
Phone: (407) 674-1850
Fax: (321) 248-0420
Email:
MRService@mccallaraymer.com
Fla. Bar No.: 11003
It is the intent of the 19th Judicial Circuit to provide reasonable accommodations when requested by qualified persons with disabilities. If you are a person with a disability who needs an accommodation to participate in a court proceeding or access to a court facility, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: Court Administration, 250 NW Country Club Drive, Suite 217, Port Saint Lucie, FL 34986; (772) 807-4370; 1-800-955-8771, if you are hearing or voice impaired.
Pub: August 2, 9, 2016
TCN 1203618

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT, IN AND FOR INDIAN RIVER COUNTY, FLORIDA
Case No.: 31-2014-CA-000082

WELLS FARGO BANK, N.A.,
Plaintiff,
vs.
ANTHONY DIZUZIO A/K/A ANTHONY DI ZUZIO, et. al.,
Defendant(s).

NOTICE OF SALE
UNDER F.S.C. CHAPTER 45
NOTICE IS GIVEN that, in accordance with the Final Judgment of Foreclosure dated November 7, 2014, in the above-styled cause, the Clerk of the Circuit Court will sell to the highest and best bidder for cash at https://www.indian-river.clerkauction.com at 10:00 a.m. on August 24, 2016, the following described property:
THE WEST ONE (1) ACRE OF THE NORTH ONE-HALF OF THE NORTH-ONE HALF OF THE NORTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 10, TOWNSHIP 32, SOUTH, RANGE 39 EAST SAID LAND LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.
Property Address: 4295 69th STREET, VERO BEACH, FLORIDA 32967
ANY PERSON CLAIMING AN INTEREST IN THE SURPLUS FROM THE SALE, IF ANY, OTHER THAN THE PROPERTY OWNER AS OF THE DATE OF THE LIS PENDENS MUST FILE A CLAIM WITHIN 60 DAYS AFTER THE SALE.
This Notice of Sale shall be published for two (2) consecutive weeks in the Scripps Treasure Coast Newspaper.

Clerk of the Circuit Court

Crossword Puzzle

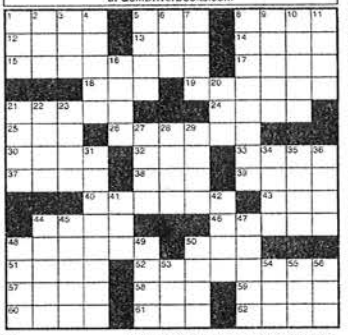
ACROSS
1 Pea holders
5 One — — time
6 Goofball
12 "Piano Man" man
13 Sinbad's transport
14 Wild goat
15 Cried out
17 "Breathless" star
18 Boob tubes
19 Ravine
21 Run out
24 Free ticket
25 Ventilate
26 Downhill race
30 I had no —!
32 Four quarters
33 Montreal player
37 Knocks
38 Alias abbr.
39 Urban woe
40 Hair ointment
43 Paris summer
44 Go yachting
46 Washer cycle
48 Royal order
50 Corn crib
51 Singer — Coolidge
52 Stunned (2 wds.)
57 Erelong
58 "Bop — You Drop"
59 Lap dog
60 Ernie's pal
61 A mouse!
62 MTV watcher

DOWN
1 Nightwear, briefly
2 — and aah
3 "The," to Wolfgang
4 Gill openings
5 Places of refuge
6 Bunion site
7 "Who Made Who" rockers
8 Celebs (2 wds.)
9 Complies
10 Goose eggs
11 Yoke mates
16 Festive nights
20 Military addr.
21 Cougar's pad
22 Non-soap opera
23 Boarding school
27 Rich soil
28 Tuneful Paul —
29 Heavy metal
31 Wannabe
34 Mutant heroes (hyph.)
35 Greenhouse supply
36 Type of arch
41 Bravo, in Barcelona
42 Actor Estrada
44 Trawler gear
45 Oscar nominee
47 Feckless
48 Olive —
49 Villa d'—
50 Hesitate
53 Make tracks
54 Born as
55 Luau instrument
56 Marker

Answer to Previous Puzzle

A	N	N	A		O	A	S			P	C	S
L	E	A	N		F	L	U	B		I	O	C
P	R	I	V	A	T	E	E	R		E	M	U
	O	L	I	V	E		T	A	S	T	E	D
			L	E	N	A		K	E	Y	S	
P	R	E	S	S		F	R	E	E			
A	I	L			P	L	O	D	D	I	N	G
H	A	M	I	L	T	O	N			N	A	P
			L	I	S	A		R	I	D	E	S
	A	M	E	N		T	H	U	D			
G	E	Y	S	E	R		A	B	Y	S	S	
A	R	N		R	A	P	P	E	L	L	E	D
M	I	A		S	T	E	P		L	O	R	E
Y	E	S			S	T	Y		S	P	E	W

Want more puzzles? Check out the "Just Right Crossword Puzzles" books at QuillDriverBooks.com



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Notice Of Foreclosure

Notice Of Foreclosure

Notice Of Foreclosure

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF NUISANCE ABATEMENT SERVICES SPECIAL ASSESSMENTS ON THE 2016 TAX ROLL

Notice is hereby given that the City Council of the City of Port St. Lucie, Florida ("Council") will conduct a Public Hearing concerning the imposition and collection of nuisance abatement services assessments on the 2016 tax roll for the purpose of adopting the non-ad valorem assessment roll. The nuisance abatement services assessments were previously imposed against certain properties located within the municipal boundaries of the City of Port St. Lucie that were declared public nuisances (the "Assessed Properties"). The purpose of this special assessment is to fund the nuisance abatement related services and improvements for the abatement of nuisances benefitting the Assessed Properties to allow the City to recover the costs of providing such nuisance abatement services using the Uniform Method for collecting the assessments as non-ad valorem assessments by the St. Lucie Tax Collector. The assessment for each property was calculated based upon the actual cost of the abatement services provided, plus administrative costs, 8% interest, and the cost of collection.
The Public Hearing will be held in the City Council Chambers at 7:00 p.m. on August 22, 2016, or as soon thereafter as the matter may be heard, located at the City of Port St. Lucie Municipal Complex (City Hall), 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Council in care of the City Clerk within 20 days of the publication of this Notice. If a person decides to appeal any decision made by the Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at 772-871-5157, at least seven (7) days prior to the date of the Public Hearing.
The schedule of assessments to be included as non-ad valorem assessments on the 2016 tax roll, to be imposed on the Assessed Properties and collected as non-ad valorem assessments by the St. Lucie County Tax Collector, includes the following:

CITY OF PORT ST LUCIE
NUISANCE ABATEMENT SPECIAL ASSESSMENT
LIEN FOR IMPROVEMENTS
2016 TAX ROLLS

Item #	Property Id#	Lot	Legal Block	Section	Total	2016 Assessment
1	3422-520-0173-000/5	09	110	04	1597 SE Blockton Ave	$5,390.49
2	3420-630-1748-000/6	14	140	27	780 SW Broadview St	$7,846.44
3	3420-630-1276-000/6	29	119	27	538 SW Butler Ave	$11,375.92
4	3420-515-0794-000/7	01	178	04	1286 SW Empire St	$6,474.02
5	3420-570-0693-000/5	35	1460	15	1032 SW Fisherman Ave	$4,668.22
6	3420-660-1411-000/8	05	2233	33	1150 SW Gaffney Ave	$11,337.81
7	3323-926-0029-000/3	15	33	ST LUCIE WEST	748 SW Great Exuma Cove	$8,963.80
8	3420-695-1256-000/1	10	2824	40	2033 SE Joyner Cir	$2,738.11
9	3420-505-0328-000/4	06	300	02	436 SE Justine Terr	$7,595.93
10	3420-585-2110-000/5	02	742	18	2417 SW Mercer St	$16,797.52
11	3323-939-0058-000/8	53	54	ST LUCIE WEST	748 SW Munjack Circle	$5,571.04
12	3420-585-1764-000/7	19	724	18	766 SE Portage Ave	$14,170.96
13	3420-555-0159-000/3	38	1149	12	2281 SW Susset Ln	$8,269.60
14	3420-620-2077-000/7	15	338	25	558 NW Sagamore Terr	$15,317.10
15	3420-585-1024-000/8	10 & 11	697	18	590 SE Thanksgiving Ave	$11,660.95
	Total Assessed:					$138,177.90

Reviewed by Irene Sorensen, Accounting Manager on 7/27/16
Note:
Source: The City of Port St Lucie .
Florida Special Assessment Lien for Improvements.
Interest calculated from the date lien was signed thru Oct.31,2016.
Individual interest calc. sheets used to determine interest on each property.
Expenses verified thru MUNIS and copies of invoices provided by Legal.

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, the Assessed Properties, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located on the First Floor of City Hall, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.
The assessments will be collected by the St. Lucie County Tax Collector on the non-ad valorem portion of the real estate tax bill to be mailed in November 2016, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title. If you have any questions, please feel free to contact the Office of the City Attorney at 772-344-4386, Monday through Friday, between the business hours 8:00 a.m. to 5:00 p.m.

Karen A. Phillips, City Clerk
Pub: August 2, 2016
TCN 1207254

EXHIBIT

D

NUISANCE ABATEMENT

CERTIFICATE OF NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Finance Director/Treasurer of the City of Port St. Lucie located in St. Lucie County, Florida; as such, I have satisfied myself that all property included on the non-ad valorem assessment roll for nuisance abatement services ("Nuisance Abatement Services Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law; and relative numbers thereto involved are as follows for the 2016 Roll:

Number of Units: 13

Total amount of dollars: $120,122.69

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Nuisance Abatement Services Assessment Roll will be delivered to the St. Lucie County Tax Collector by September 15, 2016.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the St. Lucie County Tax Collector and made part of the above-described Nuisance Abatement Services Assessment Roll this 12th day of August , 2016.

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

By: _____
Edwin M. Fry, Jr.
Finance Director/Treasurer

[to be delivered to the Tax Collector prior to __September 15, 2016]

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11C
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Edwin M. Fry Jr., Finance Director EF

FROM: Irene Sorensen, Property Tax/Assessment Manager, Finance

Agenda Item: Resolution: PUBLIC HEARING: ELECTING TO UTILIZE THE UNIFORM METHOD OF COLLECTING NON - AD VALOREM ASSESSMENTS FOR NUISANCE ABATEMENT SERVICES ON UNIMPROVED REAL PROPERTY, APPROVING THE RATE OF ASSESSMENT AND THE ASSESSMENT ROLL FOR FISCAL YEAR 2016/2017.

16-R59

Submittal Date: 8/12/2016

STRATEGIC PLAN LINK: EXCELLENT CUSTOMER SERVICE AND RESPONSIVE TO THE COMMUNITY

BACKGROUND: The City enacted Chapter 43 of the City's Code of Ordinances for its Lot Clearing Nuisance Abatement Program. As required by law, via Resolution 14-R150 on October 13, 2014, the City declared its intent to use the uniform method of collecting non-ad valorem assessments to recover the costs expended by the City. According to Chapter 43 of the City's Code, the owner of any unimproved real property located within the City of Port St. Lucie who creates, suffers, or permits encroachment upon a developed lot shall be responsible for abating the nuisance and, if the owner fails to abate the nuisance in accordance with the notice given pursuant to this chapter, the City may abate the nuisance and the City shall be reimbursed for the costs associated with the abatement pursuant to the provisions of this chapter for the recovery of those costs.

ANALYSIS: Abatement of such nuisances constitutes a municipal service, which specifically benefits the property upon which the nuisance is abated and all costs incurred by the City in abating such nuisances were levied as a special assessment pursuant to section 170.201, Florida Statutes and/or all other applicable law. Some owners or mortgagees of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property. The

uniform method of collecting non-ad valorem assessments as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the real estate portion of the tax bills issued for the collection of non-ad valorem taxes.

FINANCIAL INFORMATION: The 2016 Tax Roll consists of 28 properties for a total of $44,915.86 to be collected via the tax roll.

LEGAL INFORMATION: In accordance with the requirements of section 197.3632, Florida Statutes, the City Council may collect non-ad valorem assessments after it has conducted a duly advertised and noticed public hearing. At which hearing, the City Council may receive all written objections and hear testimony from all interested persons. This resolution has been approved as to form by Azlina Goldstein Siegel, Interim City Attorney on 8/11/16.

STAFF RECOMMENDATION: Staff recommends approval

SPECIAL CONSIDERATION: Approval of this Resolution is necessary to submit the tax rolls in a timely fashion as required by law.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: City wide

ATTACHMENTS: Resolution

RECEIVED

AUG 1 2 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R59

A RESOLUTION OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO THE USE OF THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS FOR THE COLLECTION OF NUISANCE ABATEMENT SERVICES FOR UNIMPROVED REAL PROPERTY ASSESSMENTS; ADOPTING FINDINGS OF FACT; APPROVING THE RATE OF ASSESSMENT FOR EACH AFFECTED PROPERTY; APPROVING THE ASSESSMENT ROLL; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City"), has been confronted with the challenge of overgrowth and encroachment onto developed lots and structures from adjacent vacant/unimproved lots within the City; and

WHEREAS, the City has enacted Chapter 43 of the City's Code of Ordinances (the "City Code"), instituting an Unimproved Nuisance Abatement Program to address certain property maintenance issues affecting these overgrown and unmaintained lots; and

WHEREAS, these property maintenance issues negatively affect the public health, safety, and welfare by enabling the deterioration of neighborhoods, creating hazardous overgrowth of tree branches and overhanging limbs onto neighboring structures, producing blight; and

WHEREAS, affected property owners were provided notice and an opportunity to be heard at a public hearing concerning conditions on their property which threatened the public health, safety, and welfare; and

WHEREAS, the owners have neglected their property or refused to address the issues that threaten the community; and

WHEREAS, in an effort to combat these negative effects on the City and its residents, the City has enacted Chapter 43 of the City Code in an effort to improve the various properties throughout the City by abating conditions deemed to be a nuisance pursuant to this Nuisance Abatement Program; and

WHEREAS, the City Council finds that properties so improved have specifically benefited from the City's actions in an amount equal to or greater than the costs incurred by the City in carrying out this Nuisance Abatement Program and greater in kind and degree than other properties located within the City; and

WHEREAS, some owners of the benefited properties have failed or refused to reimburse the City for the costs incurred by the City in improving their property; and

WHEREAS, the City Council finds that it is fair and equitable to assess against each benefited property a non-ad valorem special assessment in an amount equal to the costs incurred in improving said property, less any amounts paid by the property owner to offset such costs (the "Nuisance Abatement Services Assessments"); and

WHEREAS, the uniform method of collecting non-ad valorem assessments as authorized by section 197.3632, Florida Statutes, provides for the collection of non-ad valorem assessments by including such assessments on the tax bills issued for the collection of non-ad valorem taxes, and the City elected to use the uniform method for the Nuisance Abatement Services Assessments pursuant to Resolution 14-R150; and

WHEREAS, the City Council desires to utilize the uniform method of collecting non-ad valorem assessments to collect the Nuisance Abatement Services Assessments specified herein; and

WHEREAS, in accordance with the requirements of section 197.3632, Florida Statutes, the City Council has conducted a duly advertised and noticed public hearing prior to the adoption of this Resolution, at which hearing the City Council received all written objections and heard testimony from all interested persons.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the provisions of Chapter 43, Nuisance Abatement Program of the City Code, Chapter 170, Florida Statutes, and Sections 197.3632 and 197.3635, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS OF FACT. The foregoing findings are incorporated herein by reference and made a part hereof. Further, it is hereby ascertained, determined, and declared as set forth in Chapter 43 of the City Code, that the City Council of the City has the authority under its home rule powers and other applicable Florida Statutes to impose Nuisance Abatement Services Assessments upon certain defined unimproved properties ("Assessed Property"), within the incorporated area of the City, as more fully

described in Exhibit "A" attached hereto and incorporated by reference herein. In addition, it is hereby ascertained, determined, and declared that each parcel of Assessed Property has been benefited by the City's provision of nuisance abatement services in an amount not less than the cost of such service by the City for each parcel computed in the manner set forth in this Resolution based upon the following legislative determinations:

(A) Nuisance abatement services provide a special benefit and possess a logical relationship to the use and enjoyment of property;

(B) Nuisance abatement services benefit Assessed Property by providing reasonable, safe, and cost effective remediation of nuisance conditions on such property;

(C) Nuisance abatement services provide a benefit to the Property by protecting the value of the property, protecting the property from becoming the target of crime, and promoting the health, safety, and welfare of the owners of such property, resulting from the delivery of such services in a reasonable and cost effective manner.

(D) Nuisance abatement services assist in facilitating the eventual sale and/or development of the property by promoting maintenance of the property, preventing unwanted dumping on the property, and improving the appearance of the neighborhood.

SECTION 3. APPROVING THE NUISANCE ABATEMENT SERVICES ASSESSMENT ROLL AND ELECTING TO UTILIZE THE UNIFORM METHOD OF COLLECTING THE ASSESSMENTS.

Nuisance Abatement Services are provided to benefited properties after the property has been declared a nuisance pursuant to the City's Nuisance Abatement Program. Nuisance Abatement Services Assessments are imposed when the property owner fails to abate the conditions which give rise to the nuisance and as a result, the City abates the nuisance(s). The unit of measurement for the Nuisance Abatement Services Assessments is one parcel of property, with the amount of assessment to be applied to each such parcel equal to an amount that includes the actual cost incurred by the City for the work performed on the property in abating the nuisance condition(s),

utilizing either an outside contractor or City forces; the cost of providing notice, including, but not limited to, the cost of postage and publication and/or service by a process server; and fees for administrative/personnel costs. Each Nuisance Abatement Services Assessment has been previously authorized by Chapter 43, of the City Code at a show cause hearing conducted for each Assessed Property and recorded in the public records. The Nuisance Abatement Services Assessments and the Assessment Roll, set forth in Exhibit "A" attached hereto and incorporated herein are hereby approved and such Nuisance Abatement Services Assessments shall be collected utilizing the uniform method of collecting non-ad valorem assessments. In accordance with section 197.3632, attached as Exhibit "B" is an Affidavit of Mailing and attached as Exhibit "C" is the Proof of Publication of the Notice of Public Hearing.

SECTION 4. EFFECT OF ASSESSMENT ON ASSESSED PROPERTY.

Nuisance Abatement Services Assessments shall constitute a lien upon the Assessed Property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid.

SECTION 5. ASSESSMENT ROLL. The City Council hereby adopts Exhibit "A" as the City's 2016-2017 non-ad valorem assessment roll for Nuisance Abatement Services for unimproved properties under Chapter 43 of the City Code, to be forwarded to the Tax Collector pursuant to section 197.3632, Florida Statutes. The Finance Director/Treasurer or his designee is hereby authorized and designated to certify the non-ad valorem assessment roll adopted herein to the Tax Collector. The assessment roll, as delivered to the Tax Collector, shall be accompanied by a Certificate of Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Exhibit "D."

SECTION 6. EFFECT OF ADOPTION OF RESOLUTION. The adoption of this Resolution shall be the final adjudication of the issues presented herein (including, but not limited to, the method of apportionment, the rate of assessment, the assessment roll and the levy and lien of the Nuisance Abatement Services Assessments for nuisance

abatement services) unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of this Resolution.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, this 22nd day of August, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
Azlina Goldstein Siegel, Interim City Attorney

EXHIBIT

A

CITY OF PORT ST LUCIE
UNIMPROVED REAL PROPERTY SPECIAL ASSESSMENT
LIEN FOR IMPROVEMENTS
2016 TAX ROLL

Item #	Property Id#	Legal Lot	Legal Block	Legal Section		2016 Assessment Total
1	3420-630-1722-000/8	16	139	27	770 SW Avens St.	$ 1,567.22
2	3420-585-2736-000/9	4	768	18	2325 SW Barber Ln.	$ 1,629.83
3	3420-715-0140-000/7	9	2970	43	6908 NW Brookhaven Ave.	$ 1,532.30
4	3420-705-1692-000/7	21	2946	41	3066 SW Boxwood Cir.	$ 1,609.07
5	3420-530-0237-000/7	13	1842	7	1710 SW Buttercup Ave.	$ 1,839.60
6	3420-620-2355-000/0	11 and 1:	351	25	359 NW Byron St.	$ 1,761.97
7	3420-530-1085-000/3	20	1874	7	3150 SW Cathedral St.	$ 1,532.30
8	3420-590-2117-000/0	05	1964	19	3841 SW Chicopee St.	$ 1,618.03
9	3420-705-0575-000/4	18	2902	41	509 SW Dalton	$ 1,617.97
10	3420-720-1680-000/7	06	3101	44	6120 NW Daroco Terr.	$ 1,770.16
11	3420-715-0622-000/0	42	2991	43	5251 NW Ever Rd.	$ 1,532.30
12	3420-675-0200-000/5	04	2458	36	184 SW Exora Terr.	$ 1,609.07
13	3420-560-0942-000/5	13	583	13	1771 SE Fallon Dr.	$ 1,532.30
14	3420-610-1058-000/0	18	1629	23	1435 SW Gilroy Rd.	$ 1,567.22
15	3420-515-0646-000/0	11	173	04	1132 SW Hogan St.	$ 1,567.22
16	3420-715-0912-000/0	05	3009	43	6824 SW Hogate Cir.	$ 1,591.94
17	3420-605-0606-000/4	24	2013	22	4018 SW Kallen St.	$ 1,839.61
18	3420-560-1225-000/0	06	575	13	1731 SE Manth Ln.	$ 1,617.97
19	3420-580-0484-000/8	42	1417	17	1274 SE Marmore Ave.	$ 1,532.30
20	3420-580-0438-000/1	40	1416	17	1277 SW Marmore Ave.	$ 1,567.22
21	3420-695-2112-000/7	02	2857	40	3018 SE Miracle Ln.	$ 1,997.17
22	3420-545-0438-000/2	7	497	10	1661 SE Mistletoe St.	$ 1,532.30
23	3420-600-0974-000/9	12	2090	21	713 SW Parr Dr.	$ 1,609.07
24	3420-565-1398-000/8	18	1400	14	1281 SW Porter Rd.	$ 1,532.30
25	3420-605-0929-000/4	06	2030	22	552 SW Prater Ave.	$ 1,591.94
26	3420-670-0612-000/1	31	1765	35	2142 SW Pruitt St.	$ 1,117.97
27	3420-580-0999-000/1	08	1432	17	1441 SW San Esteban	$ 1,567.22
28	3420-565-1061-000/7	27	1386	14	3050 SW Savona Blvd.	$ 1,532.29
	Total Assessed:					**$ 44,915.86**

Reviewed by Irene Sorensen, Accounting Manager on 8/10/16

Note:

Source: The City of Port St Lucie ,
Florida Special Assessment Lien for Improvements.
Interest calculated from the date lien was signed thru Oct.31,2016.
Individual interest calc. sheets used to determine interest on each property.
Expenses verified thru MUNIS and copies of invoices provided by Legal.

EXHIBIT

B

UNIMPROVED REAL PROPERTY AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Irene Sorensen, Finance Department, who after being duly sworn, deposes, and says:

1. I, Irene Sorensen, pursuant to the authority and direction received from the City Manager of the City of Port St. Lucie, timely directed the preparation of the Unimproved Real Property Assessment Roll and the preparation, mailing, and publication of notice in accordance with Chapter 43, City of Port St. Lucie, Code of Ordinances, and Florida Statute Section 197.3632.

2. In accordance with the Ordinance and Florida Statutes, I supervised and directed the mailing of individual mailed notices to the owner of each Assessed Property contained in the 2016 Nuisance Unimproved Real Property Assessment Roll utilizing address information contained in the public records. The notice included the following: the purpose of the assessment; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessment; the total revenue the City expects to collect by assessment; a statement that failure to pay the assessment will cause tax certificate to be issued against the property, which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the public hearing. The unit of measurement is the entire cost of the City abatement in accordance with Sec. 43.23 of the City of Port St. Lucie –Code of Ordinances.

3. Further, each assessment on the Assessment Roll has been previously recorded in the public records of St. Lucie County, Florida.

FURTHER AFFIANT SAYETH NOT.

Irene Sorensen

Irene Sorensen, CGFO, Accounting Manager
Finance Department, City of Port St Lucie

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing Affidavit of Mailing was sworn to and subscribed before me this 29th of July, 2016, by Irene Sorensen. She is personally known to me and did take an oath.

DEBORAH C SHINN
Notary Public - State of Florida
My Comm. Expires Jun 21, 2017
Commission # FF 1794
Bonded Through National Notary Assn.

Deborah C Shinn

Notary Public, State of Florida

EXHIBIT

tabbies

C

Treasure Coast Newspapers | TCPALM

St. Lucie News-Tribune

1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

STATE OF FLORIDA

COUNTY OF ST. LUCIE

Before the undersigned authority personally appeared, Sherri Cipriani, who on oath says that she is Classified Inside Sales Manager of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Customer	Ad Number	Copyline	PO #
434020 - CITY OF PORT ST LUCIE	1207073	Nuisance Abatement: Unimproved Property	Lot Clearing

Pub Dates

August 2, 2016

Sworn to and subscribed before me this day of August 01, 2016, by

_____, who is

Sherri Cipriani

(X) personally known to me or

( ) who has produced _____ as identification.

Sandra Coldren

Sandra Coldren Notary Public

SANDRA COLDREN
MY COMMISSION # FF 004035
EXPIRES: April 1, 2017
Bonded Thru Notary Public Underwriters

Ad Number: 1207073 | Advertiser: City of Port St Lucie
Insertion Number: N/A | Agency: N/A
Size: 6 Col x 10.75 in | Section-Page-Zone(s): D-3-All
Color Type: N/A | Description: Nuisance Abatement: Unimproved Pr...

St. Lucie News Tribune
Tuesday, August 02, 2016

Notice Of Foreclosure

By: Deputy Clerk
If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact Court Administration, 250 NW Country Club Drive, Suite 217, Port St. Lucie, FL 34986, 772-807-4370 at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.
Pub: August 2, 9, 2016
TCN 1203734

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT OF FLORIDA IN AND FOR ST. LUCIE COUNTY
GENERAL JURISDICTION DIVISION
CASE NO. 56-2012-CA-001115

U.S. BANK NATIONAL ASSOCIATION,
Plaintiff,
vs.
WILLIAM W. FERGUSON JR., ET AL.,
Defendants.

NOTICE OF FORECLOSURE SALE
NOTICE IS HEREBY GIVEN pursuant to a Summary Final Judgment of Foreclosure entered June 13, 2013 in Civil Case No. 56-2012-CA-001115 of the Circuit Court of the NINETEENTH Judicial Circuit in and for St. Lucie County, Ft. Pierce, Florida, wherein U.S. BANK NATIONAL ASSOCIATION is Plaintiff and WILLIAM W. FERGUSON JR., ET AL., are Defendants, the Clerk of Court will sell to the highest and best bidder for cash electronically at https://stlucie.clerkauction.com in accordance with Chapter 45, Florida Statutes on the 24TH day of August, 2016 at 08:00 AM on the following described property as set forth in said Summary Final Judgment, to-wit:
Lot 15, Block 273, Port St. Lucie Section Three, according to the Plat thereof as recorded in Plat Book 13, Page(s) 13A through 13J, of the Public Records of St. Lucie County, Florida.
Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens, must file a claim within 60 days after the sale.
I HEREBY CERTIFY that a true and correct copy of the foregoing was: [check all used] (XX) E-mailed (XX) Mailed this 28th day of July, 2016, to

Notice Of Foreclosure

all parties on the attached service list.

Lisa Woodburn, Esq.
McCalla Raymer Pierce, LLC
Attorney for Plaintiff
110 SE 6th Street, Suite 2400
Fort Lauderdale, FL 33301
Phone: (407) 674-1850
Fax: (321) 248-0420
Email:
MRService@mccallaraymer.com
Fla. Bar No.: 11003
It is the intent of the 19th Judicial Circuit to provide reasonable accommodations when requested by qualified persons with disabilities. If you are a person with a disability who needs an accommodation to participate in a court proceeding or access to a court facility, you are entitled, at no cost to you, to the provision of certain assistance. Please contact: Court Administration, 250 NW Country Club Drive, Suite 217, Port Saint Lucie, FL 34986; (772) 807-4370; 1-800-955-8771, if you are hearing or voice impaired.
Pub: August 2, 9, 2016
TCN 1203638

IN THE CIRCUIT COURT FOR THE NINETEENTH JUDICIAL CIRCUIT IN AND FOR INDIAN RIVER COUNTY, FLORIDA
CIRCUIT CIVIL DIVISION
CASE NO.: 31-2015-CA-000916

DITECH FINANCIAL LLC F/K/A GREEN TREE SERVICING LLC
Plaintiff(s),
vs.
AMANDA M. LABELLE; ESTHER G. QUINONES; THE UNKNOWN SPOUSE OF AMANDA M. LABELLE; THE UNKNOWN SPOUSE OF ESTHER G. QUINONES; ARBOR TRACE HOMEOWNER'S ASSOCIATION OF INDIAN RIVER COUNTY, INC.; THE UNKNOWN TENANT IN POSSESSION OF 545 45TH CT. SW, VERO BEACH, FL 32968,
Defendant(s).

NOTICE OF FORECLOSURE SALE
NOTICE IS HEREBY GIVEN THAT, pursuant to Plaintiff's Final Judgment of Foreclosure entered on May 17, 2016, in the above-captioned action, the Clerk of Court, Jeffrey R. Smith, will sell to the highest and best bidder for cash at www.indianriver.realforeclose.com in accordance with Chapter 45, Florida Statutes on the 7th day of September, 2016, at 10:00 A.M. on the following described property as set forth in said Final Judgment of Foreclosure, to wit:
LOT 11, ARBOR TRACE, PHASE 2 PD, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGE(S) 93, 93A THROUGH 93D OF THE PUBLIC RECORDS

Notice Of Foreclosure

OF INDIAN RIVER COUNTY, FLORIDA.
PROPERTY ADDRESS: 545 45TH CT. SW, VERO BEACH, FL 32968
Any person claiming an interest in the surplus from the sale, if any, other than the property owner as of the date of the lis pendens, must file a claim within sixty (60) days after the sale.
I HEREBY CERTIFY a true and correct copy of the foregoing has been furnished to all parties on the attached service list by e-Service or by First Class U.S. Mail on this 28th day of July, 2016:

Respectfully submitted,
TIMOTHY D. PADGETT, P.A.
HARRISON SMALBACH, ESQ.
Florida Bar # 116255
6267 Old Water Oak Road, Suite 203
Tallahassee, FL 32312
(850) 422-2520 (telephone)
(850) 422-2567 (facsimile)
attorney@padgettlaw.net
Attorney for Plaintiff
AMERICANS WITH DISABILITIES ACT. IF YOU ARE A PERSON WITH A DISABILITY WHO NEEDS ANY ACCOMMODATION IN ORDER TO PARTICIPATE IN THIS PROCEEDING, YOU ARE ENTITLED, AT NO COST TO YOU, TO THE PROVISION OF CERTAIN ASSISTANCE. PLEASE CONTACT CORRIE JOHNSON, ADA COORDINATOR, 250 NW COUNTRY CLUB DRIVE, SUITE 217, PORT ST. LUCIE, FL 34986, (772) 807-4370 AT LEAST 7 DAYS BEFORE YOUR SCHEDULED COURT APPEARANCE, OR IMMEDIATELY UPON RECEIVING THIS NOTIFICATION IF THE TIME BEFORE THE SCHEDULED APPEARANCE IS LESS THAN 7 DAYS; IF YOU ARE HEARING OR VOICE IMPAIRED, CALL 711.
Pub: August 2, 9, 2016
TCN 1203765

Notice To Creditors

IN THE CIRCUIT COURT, IN AND FOR MARTIN COUNTY, FLORIDA
PROBATE DIVISION
FILE NO.: 16-000504 CPAXMX

IN RE: ESTATE OF
GLORIA F. DESTEFANO,
Deceased.

NOTICE TO CREDITORS
The administration of the Estate of Gloria F. Destefano, deceased, whose date of death was June 19, 2016, is pending in the Circuit Court for Martin County, Florida, Probate Division, the address of which is 100 S.E. Ocean Blvd., Stuart, FL 34994. The names and addresses of the

Notice To Creditors

personal representative and the personal representative's attorney are set forth below.
All creditors of the decedent and other persons having claims or demands against decedent's estate on whom a copy of this notice is required to be served must file their claims with this court WITHIN THE LATER OF 3 MONTHS AFTER THE TIME OF THE FIRST PUBLICATION OF THIS NOTICE OR 30 DAYS AFTER THE DATE OF SERVICE OF A COPY OF THIS NOTICE ON THEM.
All other creditors of the decedent and other persons having claims or demands against decedent's estate must file their claims with this court WITHIN 3 MONTHS AFTER THE DATE OF THE FIRST PUBLICATION OF THIS NOTICE.
ALL CLAIMS NOT FILED WITHIN THE TIME PERIODS SET FORTH IN SECTION 733.702 OF THE FLORIDA PROBATE CODE WILL BE FOREVER BARRED.
NOTWITHSTANDING THE TIME PERIODS SET FORTH ABOVE, ANY CLAIM FILED TWO (2) YEARS OR MORE AFTER THE DECEDENT'S DATE OF DEATH IS BARRED.
The date of first publication of this notice is August 2, 2016.

Personal Representative:
Laura Daigle
1404 N.W. Spruce Ridge Drive
Stuart, FL 34994
Attorney for Personal Representative:
John Militana, Esq.
Attorney for Laura Daigle
Florida Bar Number: 148267
8801 Biscayne Boulevard
Ste. 101
Miami, FL 33138
Telephone: (305) 758-6691
Fax: (305) 757-7833
E-Mail:
JMilitanalaw@gmail.com
Secondary E-Mail:
RAB22349@gmail.com
Pub: August 2, 9, 2016
TCN 1204986

Other Public Notices

NOTICE

To all persons claiming an interest in:
18'8"-SCOUT-1997

JAMES JORDAN will apply to SCDNR for title on watercraft/outboard motor. If you have any claim to the watercraft/outboard motor, contact SCDNR at (803) 734-

Real Estate
There's no place like...here
TCPALM Localfieds

NON SEQUITUR

Other Public Notices

3856. Upon thirty days after the date of the last advertisement if no claim of interest is made and the watercraft/outboard motor has not been reported stolen, SCDNR shall issue clear title.
Case No. 20160210950073
Pub: July 31, August 1, 2, 2016
TCN 1201712

Public Notices

NOTICE OF PUBLIC HEARING AND REGULAR MEETING OF THE RIVER PLACE ON THE ST. LUCIE COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the River Place on the St. Lucie Community Development District will hold a regular meeting and a public hearing on August 16, 2016 at 2:00 PM at the River Plantation House, 450 Lazy River Parkway, Port St. Lucie, Florida., for the purpose of hearing comments and objections on the adoption of the budget(s) for the operation and maintenance of District facilities for Fiscal Year 2017. In addition, the Board will hear public comment and objections relative to the levy of a non ad valorem assessment pursuant to Florida Law for the purpose of funding operations and maintenance and principal and interest expenses of the District. The District may also fund various facilities through the collection of certain rates, fees and charges, which are identified within the budget(s). A copy of the budget(s) may be obtained at the offices of the District Manager, 5385 N. Nob Hill

Public Notices

Road, Sunrise, Florida 33351, during normal business hours.
The Board will also consider any other business, which may properly come before it. The meeting is open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. The meeting may be continued to a date, time, and place to be specified on the record at the meeting.
There may be occasions when one or more Supervisors will participate by telephone. At the above location there will be present a speaker telephone so that any interested person can attend the meeting at the above location and be fully informed of the discussions taking place either in person or by telephone communication.
Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 721-8681 at least five calendar days prior to the meeting.
Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the pro-

There's no place like here!
TCPALM Localfieds

NOTICE OF PUBLIC HEARING REGARDING THE COLLECTION OF NUISANCE ABATEMENT SERVICES FOR UNIMPROVED REAL PROPERTY (LOT CLEARING) SPECIAL ASSESSMENTS ON THE 2016 TAX ROLL

Notice is hereby given that the City Council of the City of Port St. Lucie, Florida ("Council") will conduct a Public Hearing concerning the imposition and collection of nuisance abatement services assessments on the 2016 tax roll for the purpose of adopting the non-ad valorem assessment roll for the Unimproved Real Property (Lot Clearing) Program. The nuisance abatement services assessments were previously imposed against certain properties located within the municipal boundaries of the City of Port St. Lucie that were declared public nuisances (the "Assessed Properties"). The purpose of this special assessment is to fund the nuisance abatement related services and improvements for the abatement of nuisances benefitting the Assessed Properties to allow the City to recover the costs of providing such nuisance abatement services using the Uniform Method for collecting the assessments as non-ad valorem assessments by the St. Lucie Tax Collector. The assessment for each property was calculated based upon the actual cost of the abatement services provided, plus administrative costs, 8% interest, and the cost of collection.
The Public Hearing will be held in the City Council Chambers at 7:00 p.m. on August 22, 2016, or as soon thereafter as the matter may be heard, located at the City of Port St. Lucie Municipal Complex (City Hall), 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984 for the purpose of receiving public comment on the proposed collection of the assessments. All affected property owners have a right to appear at the hearing and to file written objections with the Council in care of the City Clerk within 20 days of the publication of this Notice. If a person decides to appeal any decision made by the Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to arrange for a court reporter to ensure that a verbatim record is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in this proceeding should contact the City Clerk's office at (772) 871-5157, at least seven (7) days prior to the date of the Public Hearing.
The schedule of assessments to be included as non-ad valorem assessments on the 2016 tax roll, to be imposed on the Assessed Properties and collected as non-ad valorem assessments by the St. Lucie County Tax Collector, includes the following:

CITY OF PORT ST LUCIE
UNIMPROVED REAL PROPERTY SPECIAL ASSESSMENT
LIEN FOR IMPROVEMENTS
2016 TAX ROLL

Item #	Property id#	Legal Lot	Block	Section		2016 Assessment Total	
1	3420-630-1722-000/8	16	139	27	770 SW Avens St.	$1,567.22	
2	3420-585-2736-000/9	4	768	18	2325 SW Barber Ln.	$1,629.83	
3	3420-715-0140-000/7	9	2970	43	6908 NW Brookens Ave.	$1,532.30	
4	3420-705-1692-000/7	21	2946	41	3066 SW Boxwood Cir.	$1,609.07	
5	3420-530-0237-000/7	13	1842	7	1710 SW Buttercup Ave.	$1,839.60	
6	3420-620-2355-000/0	11 & 12	351	25	359 NW Byron St.	$1,761.97	
7	3420-530-1085-000/3	20	1874	7	3150 SW Cathedral St.	$1,532.30	
8	3420-590-2117-000/0	05	1964	19	3841 SW Chicopee St.	$1,618.03	
9	3420-705-0575-000/4	18	2902	41	509 SW Dalton	$1,617.97	
10	3420-720-1680-000/7	06	3101	44	6129 NW Daroco Terr.	$1,770.16	
11	3420-715-0622-000/0	42	2991	43	5251 NW Ever Rd.	$1,532.30	
12	3420-675-0200-000/5	04	2458	36	184 SW Exora Terr.	$1,609.07	
13	3420-560-0942-000/5	13	583	13	1771 SE Fallon Dr.	$1,532.30	
14	3420-610-1059-000/9	18	1629	23	1435 SW Gilroy Rd.	$1,567.22	
15	3420-515-0646-000/0	11	173	04	1132 SW Hogan St.	$1,567.22	
16	3420-715-0912-000/0	05	3009	43	6824 SW Hogate Cir.	$1,591.94	
17	3420-605-0606-000/4	24	2013	22	4018 SW Kallen St.	$1,839.61	
18	3420-560-1225-000/0	06	575	13	1731 SE Manth Ln.	$1,617.97	
19	3420-580-0464-000/8	42	1417	17	1274 SE Marmore Ave.	$1,532.30	
20	3420-580-0438-000/1	40	1416	17	1277 SW Marmore Ave.	$1,567.22	
21	3420-695-2112-000/7	02	2857	40	3018 SE Miracle Ln.	$1,997.17	
22	3420-545-0439-000/2	7	497	10	1661 SE Mistletoe St.	$1,532.30	
23	3420-670-0650-000/9	12	1768	35	2317 SW Neal Rd.	$1,567.22	
24	3420-600-0974-000/9	12	2090	21	713 SW Parr Dr.	$1,609.07	
25	3420-565-1398-000/8	18	1400	14	1281 SW Porter Rd.	$1,532.30	
26	3420-605-0929-000/4	06	2030	22	552 SW Prater Ave.	$1,591.94	
27	3420-670-0612-000/1	31	1765	35	2142 SW Pruitt St.	$1,117.91	$500 partial payment 1/23/16
28	3420-580-0959-000/1	08	1432	17	1441 SW San Esteban	$1,567.22	
29	3420-565-1661-000/7	27	1386	14	3050 SW Savona Blvd.	$1,532.29	
	Total Assessed:					$46,483.08	

Reviewed by Irene Sorensen, Accounting Manager on 7/27/16
Note:
Source: The City of Port St Lucie
Florida Special Assessment Lien for Improvements.
Interest calculated from the date lien was signed thru Oct.31,2016.
Individual interest calc. sheets used to determine interest on each property.
Expenses verified thru MUNIS and copies of invoices provided by Legal.

Copies of the assessment roll, showing the amount of the assessment to be imposed against each parcel of property, the Assessed Properties, and the legal documentation relating to the assessment is available for inspection in the office of the City Clerk, located on the First Floor of City Hall, 121 S.W. Port St. Lucie Blvd., Port St. Lucie, Florida 34984.
The assessments will be collected by the St. Lucie County Tax Collector on the non-ad valorem portion of the real estate tax bill to be mailed in November 2016, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessment will cause a tax certificate to be issued against the property, which may result in a loss of title. If you have any questions, please feel free to contact Office of the City Attorney at (772) 871-5294, Monday through Friday, between the business hours of 8:00 a.m. to 5:00 p.m.

Karen A. Phillips, City Clerk
Pub: August 2, 2016
TCN 1207073

EXHIBIT

D

UNIMPROVED REAL PROPERTY SPECIAL ASSESSMENT

CERTIFICATE OF NON-AD VALOREM ASSESSMENT ROLL

I, the undersigned, hereby certify that I am the Finance Director/Treasurer of the City of Port St. Lucie located in St. Lucie County, Florida; as such, I have satisfied myself that all property included on the non-ad valorem assessment roll for unimproved real property special assessment services ("Unimproved Real Property Special Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law; and relative numbers thereto involved are as follows for the 2016 Roll:

Number of Units: 28

Total amount of dollars: $44,915.86

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Unimproved Real Property Assessment Roll will be delivered to the St. Lucie County Tax Collector by September 15, 2016.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the St. Lucie County Tax Collector and made part of the above-described Nuisance Abatement Services Assessment Roll this 12th day of August, 2016.

CITY OF PORT ST. LUCIE
ST. LUCIE COUNTY, FLORIDA

By: _____
Edwin M. Fry, Jr.
Finance Director/Treasurer

[to be delivered to the Tax Collector prior to __September 15, 2016]

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM

Agenda Item #: 11D
Meeting Date: 8/22/16

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER on behalf of the City Manager

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY

Agenda Item: Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, SUSPENDING THE PUBLIC ART ADVISORY BOARD UNTIL SUCH TIME AS SUFFICIENT QUORUM IS ESTABLISHED; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 8/18/2016

STRATEGIC PLAN LINK: This item is consistent with Principle 1: Heart of the Treasure Coast; Regional residents coming to Port St. Lucie for entertainment, arts and culture, retail services and leisure activities. Principle 2: Beautiful City; Public art throughout the community. Principle 4: City Center and U.S. 1; Attractive U.S. 1 corridor without visual clutter or blight.

BACKGROUND: The Public Art Advisory Board ("Board") is dedicated to enhancing the quality of cultural and artistic expression in the City of Port St. Lucie ("City") for its residents, visitors and those who work in the City. The Board strives to create a stimulating environment that incorporates the vitality, cultural background, local history, amenities, and growth among its citizens, through the establishment of public art as a unifying force to draw people together.

The Board's duty is to make recommendations on the arts – public art projects, architectural enhancements, and special landscape treatments. The Board serves in an advisory capacity to the City Council and therefore City Council may accept or reject the Board's recommendations. Under the guidance of the Planning and Zoning Department, the Board's purpose is to implement a public arts plan for the residents and visitors of the City advises the City Council on matters relating to the acquisition, placement and maintenance of quality works of art.

Due to resignations, Board membership has fallen below the requisite level needed to transact business. Additionally, even when the Board had adequate membership for the transaction of business, meetings were often canceled due to the inability to establish a quorum. As a result, the City Council passed and approved Ordinance 15-25 on April 13, 2015, which served to amend Chapter 162 of the Port St. Lucie City Code, specifically section 162.03, by adding section 162.03(E). Pursuant to Section 162.03(E), as amended, the City Manager or designee shall assume the Board's duties in the event membership falls below the level needed to transact business or a quorum cannot be established for two (2) consecutive meetings.

ANALYSIS: The Public Art Advisory Board currently does not meet the requisite minimum level of membership needed to transact business, nor does the Board have the ability to establish and maintain a quorum for at least two (2) consecutive meetings. Therefore, in light of the Board's inability to carry out its duties and responsibilities as prescribed under Chapter 162 of the Port St. Lucie City Code, the City Manager's Office has requested that the City Attorney's Office prepare the necessary instruments and documents, for presentation to City Council, that would serve to suspend the Board and provide for the assumption of the duties and responsibilities of the Board, as provided under Chapter 162 of the Port St. Lucie Code, by the City Manager or the City Manager's designee.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Resolution has been reviewed and approved as to legal form and sufficiency by Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: N/A.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Resolution 16-____.

RECEIVED

AUG 1 9 2016

CITY MANAGER'S OFFICE

RESOLUTION 16-R61

COUNCIL ITEM 11D
DATE 8/22/16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA SUSPENDING THE PUBLIC ART ADVISORY BOARD UNTIL SUCH TIME AS SUFFICIENT QUORUM IS ESTABLISHED; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port St. Lucie, Florida (the "City") has determined that art, which may include architectural enhancements and special landscape treatments, should be planned as an integral part of the City; and

WHEREAS, the mission of Chapter 162 of the City of Port St. Lucie Code of Ordinances ("City Code") is to enhance the quality of the visual environment in the City, both natural and built; and in so doing add to the quality of life and raise the level of citizen awareness of the importance of aesthetic experiences in their everyday lives; and

WHEREAS, the principal goals of Chapter 162 of the City Code are: (1) to increase public access to art and the aesthetically designed environment, and to promote understanding and awareness of the visual arts in the public environment; (2) to contribute to the civic pride and economic development of our community; (3) to enhance the climate for artistic creativity in our community; and (4) to enrich the public environment for both residents and visitors to the area through incorporation of the visual arts; and

WHEREAS, pursuant to Section 162.03, a public art advisory board ("PAAB") was created as a body of individuals appointed by the Mayor and confirmed by the City Council which has the duty and responsibility to generate a public art master plan for review and approval by the Planning and Zoning Board and City Council and to make recommendations on specific public art projects, including the selection of works of art, architectural enhancements and special landscape treatments; and

WHEREAS, while the PAAB is supposed to be comprised of seven members, it has been unable to maintain quorum which has caused at least two (2) consecutive meetings to be cancelled and has thus resulted in the PAAB being unable to carry out its duties under Chapter 162 of the City Code; and

WHEREAS, to ensure the mission and purpose of the PAAB are carried out to their fullest, the City Council intends to suspend the PAAB pursuant to Section 162.03(E) of the City Code, the City Manager has requested that the City Manager, or designee, be authorized to assume the duties and responsibilities of the PAAB as provided under Chapter 162.

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

1. **Recitals.** The City Council adopts and ratifies those matters set forth in the foregoing recitals.

2. **Suspension of the PAAB.** Pursuant to Section 162.03(E) of the City Code, the City Council hereby suspends the PAAB until further notice and directs the City Manager, or the City Manager's designee, to assume the duties and responsibilities of the PAAB as provided under Chapter 162 of the City Code. In particular, the.

3. **Affirmation of PAAB responsibilities assumed by the City Manager, or designee.** In an effort to ensure that the mission and goals of the PAAB are carried out during its suspension, the City

Council desires to reiterate those certain, main and significant responsibilities of the PAAB that shall be immediately assumed by the City Manager, or the City Manager's designee immediately upon the effectiveness of the PAAB's suspension.

a. Pursuant to Section 162.05(B) of the City Code, for construction of public works projects financed by the City, the City Manager, or designee, shall work with the architect or other design professionals on any project with a public art appropriation in order to develop a site plan for adding art works, architectural enhancements or special landscape treatments to the project and shall recommend to the City Council those works of art, architectural enhancements or special landscape treatments deemed appropriate in accordance with the public art master plan.

b. Pursuant to Section 162.05(C) of the City Code, for construction of private or commercial projects, the City Manager or designee shall work with the architect or other design professionals on the project to develop a site plan for adding art works, architectural enhancements or special landscape treatments to the project shall and shall recommend to the City Council those works of art, architectural enhancements or special landscape treatments deemed appropriate to the project in accordance with the public art master plan.

c. Pursuant to Section 162.05(E) of the City Code, all private developer proposals require the review of the City Manager or designee until such time as the PAAB is re-constituted, re-instituted, and no longer in suspension .

4. **Continuation of Providing Recommendations to City Council.** In accordance with and pursuant to Sections 162.06 and 162.07 of the City Code, the City Manager, or designee, is directed to review the PAAB's application review process and selection criteria for sites and placement of public art in an effort to ensure the compliance therewith.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of August, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By:_____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: By:_____
Azlina Goldstein Siegel,
Interim City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

ADDENDUM
Agenda Item #: 11E
Meeting Date: 8/22/16

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER on behalf of the City Manager

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY

Agenda Item: Resolution: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA DESIGNATING THE NUISANCE INSPECTOR AND THE CITY MANAGER, AS THE AUTHORIZED DESGINEES OF THE CITY COUNCIL TO ISSUE EMERGENCY ORDERS, AS MAY BE NECESSARY AND PROPER, PURSUANT TO SECTION 40.21, "EMERGENCY ORDER," OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA; PROVIDING AN EFFECTIVE DATE

Submittal Date: 8/18/2016

STRATEGIC PLAN LINK: Port St. Lucie 2030 *Is The* Safe; Beautiful; *And* Friendly City For All Ages

BACKGROUND: On July 25, 2016, City Council passed and approved Ordinance 16-47 which amended Chapter 40, specifically Section 40.21 entitled "Emergency Order," in order to provide City Council with the ability to impart upon an individual or individuals the authority and ability to form an opinion upon which a decision is made that a nuisance is an immediate threat which merits the issuance of an emergency order that will allow for the *immediate* termination or abatement of such a nuisance.

ANALYSIS: As authorized under the recently amended Section 40.21, "Emergency Order," of the City Code of Ordinances, the attached proposed Resolution shall serve to appoint a designee of the City Council to determine that a nuisance in violation of Chapter 40 is an immediate threat to life, limb, health, welfare, or property and thus requires the issuance of an emergency order to immediately terminate or abate the nuisance.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Resolution has been reviewed and approved as to legal form and sufficiency by Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: Approval of request.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Resolution 16-____.

RECEIVED
AUG 19 2016
CITY MANAGER'S OFFICE

RESOLUTION 16-R62

COUNCIL ITEM 11E
DATE 8/22/16

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA DESIGNATING THE NUISANCE INSPECTOR AND THE CITY MANAGER, AS THE AUTHORIZED DESIGNEES OF THE CITY COUNCIL TO ISSUE EMERGENCY ORDERS, AS MAY BE NECESSARY AND PROPER, PURSUANT TO SECTION 40.21, "EMERGENCY ORDER," OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Port St. Lucie, Florida (the "City") duly approved and adopted Ordinance 16-47 on July 25, 2016 which serves to amend Article II of Chapter 40, "Nuisance Abatement Program," of the Port St. Lucie Code of Ordinances ("City Code"), specifically Section 40.21, entitled "Emergency Order," in order to allow for a designee of the City Council to make a determination that a nuisance in violation of Chapter 40 is an immediate threat to life, limb, health, welfare, or property and pursuant to said determination, the designee may issue an emergency order to immediately terminate or abate the nuisance; and

WHEREAS, the mission and principal goals of Chapter 40 of the City of Port St. Lucie Code of Ordinances ("Chapter 40") is to safeguard the health, safety and general welfare of the City and its citizens; and

WHEREAS, the abatement of a public nuisance in violation of Chapter 40, as deemed to be an immediate threat to life, limb, health, welfare, or property, requires the issuance of an emergency order, to be issued without delay, so that the nuisance may be immediately terminated or abated; and

WHEREAS, pursuant to Section 40.21 of the City Code, as recently amended, the City Council desires to designate the Nuisance Inspector, as said term is presently or may hereafter be defined under the City Code from time to time, and the City Manager as the designees of City Council who are authorized to make a finding and/or determination that a public nuisance exists and which presents an immediate threat to the public health, safety and general welfare, and the issuance of an emergency order to immediately terminate or abate such a nuisance is required.

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

1. Ratification of Recitals. The City Council of the City of Port St. Lucie, Florida hereby adopts and ratifies those matters set forth in the foregoing recitals.

2. Section 40.21 – Emergency Order: Appointment of Designees of City Council. The City Council hereby approves, authorizes, and designates the Nuisance Inspector and the City Manager, as the designees of the City Council who shall be responsible for effectuating and implementing the purpose and intent of the Nuisance Abatement Program and therefore issue any emergency order, as may be necessary and proper, to immediately terminate

or abate any nuisance determined to be in violation of the applicable chapter of the City Code and constituting an immediate threat to life, limb, health, welfare, or property.

3. **Execution of Documents.** The Nuisance Inspector, the City Manager, and their designees, are hereby authorized to execute any documents related to any emergency order issued pursuant to Section 40.21 of the City Code, and to take all actions necessary to accomplish the aims of this Resolution.

BE IT FURTHER RESOLVED that this Resolution becomes effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 22nd day of August, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM: By:_____
Azlina Goldstein Siegel,
Interim City Attorney

C3A082216

NOTICE
AGENDA ADDENDUM 3
CITY COUNCIL REGULAR MEETING
AUGUST 22, 2016

11. **RESOLUTIONS**

f) RESOLUTION 16-R63, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF THE FIRST AMENDMENT TO INTERLOCAL AGREEMENT TO MAINTAIN LANDSCAPING AND RELATED IMPROVEMENTS LYING WITHIN CERTAIN ARTERIAL AND COLLECTOR ROAD RIGHTS-OF-WAY – TRADITION COMMUNITY DEVELOPMENT DISTRICT NOS. 1-10; PROVIDING AN EFFECTIVE DATE.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 8/22/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, P.E., Assistant City Manager

FROM: Cheryl Shanaberger- Director-Procurement Management Department

Agenda Item: Motion: SRFP # 20160140 – Lobbying Services

Submittal Date: 8/12/2016

STRATEGIC PLAN LINK: Strategic Planning for the City of Port St. Lucie, Vision 2030 "Desired Destination for Port St. Lucie".

BACKGROUND: The City of Port St. Lucie is a young and growing residential community and as one of the fastest growing cities in Florida requires legislative lobbying services. These services include representing and advocating for the City's position on issues considered by the Governor, administrative agencies, State Legislature and their committees, and Federal Agencies and their committees. The Procurement Management Department (PMD) issued a Sealed Request for Proposal (SRFP) for Lobbying Services on July 1, 2016. The proposal was advertised to one thousand one hundred and eighty-six (1,186) suppliers with fourteen (14) requesting documents. Three (3) responsive proposals were received on July 26, 2016 at 2:00:00 PM, EST. PMD conducted a public meeting on August 10, at 10:00 AM where the committee members met to review and discuss their individual scores. After a brief discussion regarding the points, the committee members chose to keep their individual scores as the group scores. The committee voted to conduct presentations and to move forward with the number one (1) ranked and scored firm, GrayRobinson, P.A.

ANALYSIS: The committee agreed that GrayRobinson P.A. was the firm that presented a large team approach with diverse knowledge and skills to assist the City in current and future lobbying endeavors. The firm is located in Tallahassee and in not a local vendor.

FINANCIAL INFORMATION: General Fund, Legal Counsel, Professional Services

LEGAL INFORMATION: Reviewed by Ella Gilbert on 6/8/16 and approved as to form.

STAFF RECOMMENDATION: Approval to award and enter into a Lump Sum contract as per SRFP #20160140, Lobbing Services with GrayRobinson P.A. A flat fee of $50,000.00 shall be paid per year with a one-time indemnification fee of $10.00 that shall be paid the first year only. The rate will remain firm for five (5) years from date of Notice to Proceed.

SPECIAL CONSIDERATION:

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Audio CD recordings (of Committee Evaluation Meeting), Draft Contract, Committee Scores, GrayRobinson P.A. Proposal, RFP Documents, Addenda, Bid Opening Sheet, Bid Details, Bid Tabulation, Attendance Sheets, Individual Score Sheets, Evaluation Guideline, Participation Agreements, Unsuccessful Bid Responses.

*All the attached items have been sent to the City Clerk. Any items not provided in the City Council packets are available upon request from the City Clerk.

RECEIVED

AUG 1 2 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE
CONTRACT #20160140

This CONTRACT, executed this ____ day of _____, 20__ by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, ,GrayRobinson, P.A., located at 301 South Bronough Street, Suite 600, Tallahassee, FL 32301, Telephone No. 850 577 9090 Fax No. 850 577 3311 , hereinafter called "Consultant", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Consultant has agreed to perform pursuant to E-BID#20160140, Lobbying Services, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email (with receipt confirmed), or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, MPA, CPPO, Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 7390 Fax 772 871 7337
Email: Cheryls@cityofpsl.com

City Project Manager: Daniel Holbrook, Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4042 Fax 772 871 5248
Email: dholbrook@cityofpsl.com

Consultant: GrayRobinson, P.A.
Dean Cannon
301 South Bronough Street, Suite 600
Tallahassee, FL 32301
Telephone # 850 577 9090 Fax # 850 577 3311
Email: dean.cannon@gray-robinson.com

Scope of Work

1. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
2. Devise an overall funding strategy in light of shrinking opportunities.
3. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
4. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
5. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
6. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.
7. Provide legal and legislative expertise and consulting services.
8. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
9. Assist the City Council and City staff in the coordination and development of the City's legislative program and appropriation requests.
10. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
11. Work with the City Council, staff, and the St. Lucie County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
12. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
13. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the St. Lucie County Legislative Delegation.
14. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained

in the City's legislative program. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Consultant is not expected to prepare permit or grant applications.

15. Upon request, coordinate appointments/meetings between the City Council or other City staff, and appropriate state officials and legislators.

Deliverables

- Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly.
- The Consultant shall provide written daily reports during the legislative session of Bills and issues. A summary report shall be provided at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.
- Consultant shall provide written reports that summarizes the status of the City's legislative priorities provided within one (1) week of the closing of the session.
- The Consultant shall provide a detailed final written report on specific legislation and new requirements affecting the City within thirty (30) calendar days from the close of session.
- The Consultant shall provide at least monthly periodic written reports during the months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

SECTION II
TIME OF PERFORMANCE

Contract period shall start October 1, 2016, and terminate September 30, 2021, which is five (5) years. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered

SECTION III
RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional five (5) year periods as needed. The fee shall be mutually agreed upon with each five (5) year renewal

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Consultant will be an annual firm fixed fee of $50,000.00 for a term of Five (5) years. The City will pay to the Consultant a one-time $10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

Fixed fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

Progress Payments- The Consultant shall be compensated for all work under this agreement at $ per month payable on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

ECTION V
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VI
INDEMNIFICATION/INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional

wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160140-Lobbying Services"**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage

at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Consultant to ensure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII

PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub consultants, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is $25,000.00 or more. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be paid at cost. No administration mark-ups will be paid. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be binding to all parties, final and conclusive.

SECTION IX
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All work performed shall comply with all federal, state, and local laws and regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government

Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION X
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

SECTION XI
LICENSING

Consultant warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property.

SECTION XIII
ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV
TERMINATION

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

SECTION XV
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XVI
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XVII
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVIII
TRUTH-IN-NEGOTIATIONS

N/A

SECTION XIX
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manage in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

SECTION XX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

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IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By:

_____
City Manager

By: _____
Authorized Representative of GrayRobinson, P.A.

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(Seal)

20160140 Lobbying Services
INDIVIDUAL COMMITEE SCORES

		EG		EF		DH		DR		Total	
Criterion	WTG										
Ballard Partners, Inc.											
A. Firm & Staff **(Ques 2,4-8)**	6	5	30	4	24	3	18	3	18		
B. Firm Approach **(Ques 9)**	2	4	8	4	8	4	8	3	6		
C. Relationships **(Ques 10)**	2	5	10	5	10	4	8	3	6		
D. References (ques 11)	2	5	10	5	10	5	10	4	8		
E. Cost (Ques 14)	40		38.4		38.4		38.4		38.4	153.6	Price Only
Total			96.4		90.4		82.4		76.4	345.6	W Price
Ranking			**1**		2		3		2	192	W/O Price
EBS Consulting		EG		EF		DH		DR			
A. Firm & Staff **(Ques 2,4-8)**	6	3	18	3	18	3	18	2	12		
B. Firm Approach **(Ques 9)**	2	5	10	4	8	5	10	3	6		
C. Relationships **(Ques 10)**	2	3	6	3	6	5	10	2	4		
D. References (ques 11)	2	4	8	5	10	4	8	2	4		
E. Cost (Ques 14)	40		40		40		40		40	160	Price Only
Total			82		82		86		66	316	W Price
Ranking			**3**		3		2		3	156	W/O Price
GrayRobinson P.A.		EG		EF		DH		DR			
A. Firm & Staff **(Ques 2,4-8)**	6	4	24	5	30	5	30	4	24		
B. Firm Approach **(Ques 9)**	2	4	8	5	10	5	10	4	8		
C. Relationships **(Ques 10)**	2	4	8	5	10	4	8	4	8		
D. References (ques 11)	2	3	6	5	10	3	6	3	6		
E. Cost (Ques 14)	40		38.4		38.4		38.4		38.4	153.6	Price Only
			84.4		98.4		92.4		84.4	359.6	W Price
			2		1		1		1	206	W/O Price
Firms		EG		EF		DH		DR			
	Total										
Ballard Partners, Inc.	345.6		1	2		3		2			
EBS Consulting	316		3	**3**		**2**		**3**			
GrayRobinson P.A.	359.6		2	**1**		**1**		**1**			
The committee voted to keep their individuals scores as their group scores.											
The committee voted to not conduct presentations and award to #1 scored firm Gray Robinson P.A.											

QUESTIONNAIRE

E-BID#20160140
Lobbying Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this 26 day of July, 2016

GrayRobinson, P.A.
Name of Organization / Proposer

1. **Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?**
   Contact: Dean Cannon
   301 South Bronough Street, Suite 600, Tallahassee, Florida 32301
   Phone: 850-577-9090, Fax: 850-577-3311, Email: dean.cannon@gray-robinson.com

1. **Number of years your firm has provided Florida state lobbying services.** GrayRobinson has provided lobbying services for the last 46 years.

2. **Number of total staff located within the Treasure Coast Area.** 0

3. **List all proposed personnel that will be part of the team for the lobbying for the City, including title, qualifications, and years of experience with your firm and years of government lobbying in Florida and what Agencies that they were part of the lobbying team.**

   Dean Cannon, Executive Vice President & Statewide Chair Government Affairs

   Dean began his career as a lawyer in Orlando, practicing state and local government law since 1995 with GrayRobinson. H Dean began his career as a lawyer in Orlando, practicing state and local government law since 1995. He remained there until 2007 and left when elected to the Florida House of Representatives. He rejoined the GrayRobinson in May of 2016.

   From the Panhandle to the Keys, Dean has represented sophisticated clients before local, regional and state government entities. He has also represented cities and counties and quasi-governmental authorities, as well as local governments on issues ranging from electric and wastewater utilities to land-use and administrative law. Dean's legislative and executive branch lobbying experience includes representing private clients and local government entities on issues including transportation, education, health care, insurance and appropriations matters.

   Dean has over 19 years of government lobbying experience in Florida and currently represents the following public sector clients: City of Deltona, City of Kissimmee, City of Orlando, City of St. Cloud, City of West Palm Beach, City of Winter Park, Islamorada Village of Islands, Leon County School Board, and the Monroe County Board of County Commissioners. No current private sector lobbying representation creates a conflict of interest with representing the City of Port St. Lucie.

Christopher L. Carmody, Jr., Shareholder

Chris has been with GrayRobinson since 2006. He has substantial experience handling government relations matters, including representation before the Florida legislative and executive branches, purchasing and procurement appeals, and professional licensing. Chris's clients range from small cities to Fortune 500 companies, and his experience runs the gamut of state-level needs and issues, from the passing of landmark legislation to proficiency on the appropriations process.

Chris has over 10 years of government lobbying experience in Florida and currently represents the following public sector clients: City of Clermont, City of Key West, City of Neptune Beach, City of New Smyrna Beach, City of Ocoee, City of Orlando, City of Oviedo, Lake County and Volusia County Government. No current private sector lobbying representation creates a conflict of interest with representing the City of Port St. Lucie.

Larry Cretul, Senior Director Government Affairs

Larry began his career in public service in 1994 when he was elected to the Marion County Commission, where he served for eight years, including two years as Chairman. In 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009 to 2010. During his legislative career, Larry had a significant impact on several of the state's top priorities, including health care reform, tort reform and workers compensation reform. He also championed many efforts to increase the efficiency and transparency of government and improve the state's economy through business-friendly reforms. Larry has been with GrayRobinson since May 2016.

Larry has over 12 years of government lobbying experience in Florida and currently represents the following public sector clients: City of Deltona, City of Kissimmee, City of St. Cloud, City of West Palm Beach, City of Winter Park, Islamorada Village of Islands, Monroe County Board of County Commissioners and The Villages. No current private sector lobbying representation creates a conflict of interest with representing the City of Port St. Lucie.

Richard Reeves, Senior Director Government Affairs

Richard began his career in Florida politics working for current United States Senator Bill Nelson during his 1990 gubernatorial campaign. In 1995, Richard moved to Tallahassee to serve Nelson in his role as Insurance Commissioner. In his role as Assistant to the Insurance Commissioner, Richard was responsible for external affairs functions, including board appointments and legislative affairs related to the Florida Residential Property and Casualty JUA (FRPCJUA), now Citizens Property Insurance Corporation, and the Florida Insurance Guaranty Association (FIGA). In 1997, Richard served as Campaign Director for Nelson's 1998 re-election campaign. After Nelson's re-election, Richard went on to take the role of Finance Director for his successful United States Senate Campaign in 2000. In 2001, Richard formed his own firm and began his lobbying career, specializing in education, workforce development, insurance, utilities and appropriation issues, among others. In addition to lobbying before executive agencies of the state and the Florida Legislature, he also actively represents clients before several local governmental entities and continues to maintain a presence in the political arena by serving as a political consultant for candidates and political committees. It was in this capacity he served current United States Senator Marco Rubio from 2004-2005 as a finance consultant during his successful campaign to serve as Speaker of the Florida House of Representatives. Richard has been with GrayRobinson since May 2016.

Richard has over 15 years of government lobbying experience in Florida and currently represents the following public sector clients: City of Deltona, City of Kissimmee, City of St. Cloud, City of West Palm Beach, City of Winter Park, Islamorada Village of Islands, Monroe County Board of County Commissioners and The Villages. No current private sector lobbying representation creates a conflict of interest with representing the City of Port St. Lucie.

Todd C. Steibly, Government Consultant

Todd joined GrayRobinson in 2007, and represents a variety of interests in front of the legislature and state agencies, ranging from international companies to special taxing districts and professional trade associations. Before joining GrayRobinson, Todd was a government consultant to a prominent Tallahassee law firm. Prior to his career in the private sector, Todd developed knowledge of Florida-based issues through various advisory and policymaking roles in the Florida Senate, including serving as policy advisor to the Senate President where he focused on crafting policies and legislation related to health care, Medicaid, finance & tax, economic development and banking & insurance issues. Todd also earned a reputation as a hardworking problem solver while assisting Senate leadership develop statewide policy initiatives during his tenure in the Senate Majority Office. Prior to his time in the Senate, Todd served as legislative affairs coordinator for a state agency, regularly interfacing with elected officials at the highest levels of Florida government.

Todd has 12 years of government lobbying experience in Florida and currently represents the public sector client the City of Hollywood. No current private sector lobbying representation creates a conflict of interest with representing the City of Port St. Lucie.

Robert F. Stuart, Jr., Senior Director Government Affairs

Now ten years in private practice with GrayRobinson, Robert has a leadership role in the strategic direction of the practice, the recruitment of new business, servicing existing firm clients, and building/maintaining strong personal and working relationships with elected officials throughout Florida. While the bulk of his practice is Tallahassee-centric (lobbying the Florida Legislature, Executive Office of the Governor, the Florida Cabinet, and the various state agencies), he also represents clients at the local level throughout the state on matters of procurement and policy. He has significant lobbying experience in the areas of Economic Development, Education, Finance and Tax, Transportation, Insurance, Alcohol, and Local Government Issues. Robert's lobbying experience includes representing clients of all shapes, sizes and interests. From public sector clients, such as cities, law enforcement offices and clerks of courts, to Fortune 500 companies, Robert interacts with every committee and every legislator in Tallahassee regardless of party affiliation.

Robert has 10 years of government lobbying experience in Florida and currently represents the following public sector clients: City of Clermont, City of Key West, City of Neptune Beach, City of New Smyrna Beach, City of Ocoee, City of Orlando, City of Oviedo, Lake County and Volusia County Government. No current private sector lobbying representation creates a conflict of interest with representing the City of Port St. Lucie.

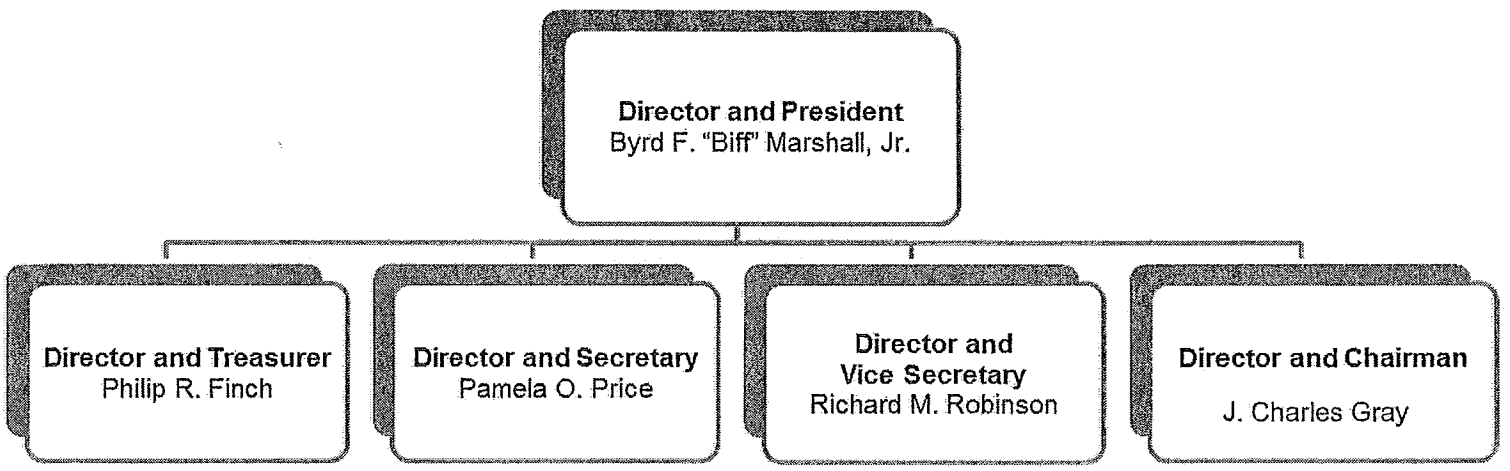
4. **Provide in one (1) page a history of your organization and any other appropriate descriptive information.**

GrayRobinson is a full-service lobbying and corporate law firm with more than 300 government consultants and attorneys throughout 13 offices across Florida. The Firm was founded in Orlando in 1970 as Gray, Harris, Adams & Robinson, P.A. In 1981, the name was changed to Gray, Harris & Robinson, P.A. and in 2003 was changed to its present name, GrayRobinson, P.A. GrayRobinson is a Professional Association of which all shareholders own equal shares yielding less than 1% ownership per Equity Shareholder. Byrd F. "Biff" Marshall, Jr. is the President and Managing Director of GrayRobinson. J. Charles Gray serves as Chairman of the Board and Founding Director of GrayRobinson and continues to practice law full-time.

- In 1970, Charles Gray, Richard Adams, Gordon Harris and Richard Robinson join their practices to become Gray, Adams, Harris & Robinson P.A.
- In January 1990, the firm expands its presence on Florida's Space Coast by merging with Kirschenbaum and Peeples, an established Brevard County firm.
- In January 1996, GrayRobinson merges with the Melbourne firm of Nohrr & Nohrr. A few months later, the firm moves its Brevard County headquarters to Melbourne.

- In February 1996, the firm continues its statewide expansion, establishing an office in Tallahassee to create a permanent presence in the state capital and further expand the firm's state governmental practice.
- In August 2000, the firm adds more depth to the firm's capabilities and expertise in the state's capital by adding six additional attorneys to the Tallahassee office.
- Expanding into the Tampa market in September 2000, the firm merges with Shackleford, Farrior, Stallings & Evans, a firm with nearly a century of history in Tampa. The merger solidifies the combined firm's presence along the "Interstate 4 Corridor" - a magnet for a number of new companies and industries.
- In January 2001, GrayRobinson merges with Lane, Trohn, Bertrand & Vreeland. Formed in 1926, it is one of the largest firms in Lakeland.
- In December 2003, GrayRobinson establishes its Key West office.
- In August 2004, GrayRobinson opens its office in Naples.
- In November 2004, GrayRobinson opens its Jacksonville office.
- In June 2005, the firm opens its office in Fort Lauderdale.
- In October 2007, the firm continued its strategic expansion across Florida, with the opening of its Miami office.
- In January 2013, GrayRobinson opens its Gainesville office, strengthening the firm's Central Florida presence.
- In April 2013, the firm strengthened its position in South Florida by announcing its formal partnership with Siemon & Larsen. The firms officially opened the doors to a new GrayRobinson office in Boca Raton.
- In November 2013, GrayRobinson announced its acquisition of Hirschhorn & Bieber, P.A., a Miami-based criminal and civil white collar defense law firm. Hirschhorn & Bieber formed on January 1, 2000 and represents clients in criminal and civil white collar defense litigation.
- In September 2015 the firm expands across South Florida with the opening of its Fort Myers office.
- In May 2016, Dean Cannon's lobbying firm Capitol Insight joined GrayRobinson's Tallahassee office .

6. **Provide an organizational chart.**
   Below is a firm organizational chart.



Below is the Port St. Lucie Lobbying Services team organizational chart.

Name	Title	Office	Role
Dean Cannon	Shareholder, Executive Vice President & Government Affairs Chairman	Tallahassee	Lead Team Lobbyist
Christopher L. Carmody, Jr.	Shareholder	Orlando/ Tallahassee	Team Lobbyist
Larry Cretul	Senior Director Government Affairs	Tallahassee	Team Lobbyist
Richard Reeves	Senior Director Government Affairs	Tallahassee	Team Lobbyist
Todd C. Steibly	Government Consultant	Tallahassee	Team Lobbyist
Robert F. Stuart, Jr.	Senior Director of Government Affairs	Orlando/ Tallahassee	Team Lobbyist

7. **Provide a list of clients in the past five (5) years and include any major client lobbying successes and the year of that success and the personnel that were part of the team.**

The below list includes all legislative or executive branch clients represented by any member of GrayRobinson, P.A. for the past five years.

- 4 Corner Resources
- 7-Eleven, Inc.
- Accelerated Learning Solutions, Inc.
- ACS Infrastructure Development, Inc.
- Actavis, Inc.
- Allergan, Inc.
- Allied New Technologies, Inc.
- American Cancer Society Cancer Action Network and its Affiliates
- American Heart Association
- American Maglev Technology, Inc.
- Anheuser-Busch Companies, Inc.
- Apple Reit Nine, Inc
- Aquafiber Technologies Corporation
- Arbor Properties
- Arc of Florida, Inc.
- Associated Builders & Contractors of Florida, Inc.
- Associated Industries of Florida
- Association for the Improvement of American Infrastructure
- Association of Florida Colleges, Inc.
- AT&T
- Atlantic Housing Partners, LLP
- Automated Health Systems, Inc.
- AvMed, Inc.
- AXA Equitable Life Insurance Company
- Bayer Corporation
- Biometric Technologies, Inc
- Black Business Investment Fund
- Bravo Development, Inc
- Bridges of America
- Bright Horizons Family Solutions
- Camelot Community Care Inc.
- Canaveral Port Authority
- Careerarc Group LLC
- CDM Constructors, Inc.
- Centene Corporation & Sunshine State Health Plan, Inc
- Central Florida Communities, Inc.
- Central Florida Expressway Authority
- Central Florida Fair, Inc.
- Central Florida Hotel & Lodging Association
- Central Florida Regional Transportation Authority (LYNX)
- Central Florida Zoo & Botanical Gardens
- Centurion Managed Care
- CenturyLink, Inc.
- Chief Executive Officers of Management Companies
- Christian Prison Ministries
- Citgo Petroleum Corporation
- Citizens for Florida's Waterways
- City of Atlantis
- City of Clermont
- City of Deltona
- City of Fort Meade

Lobbying Services

- City of Haines City
- City of Hollywood
- City of Key Colony Beach
- City of Key West
- City of Kissimmee
- City of Neptune Beach
- City of New Smyrna Beach
- City of Ocoee
- City of Orlando
- City of Oviedo
- City of Polk City
- City of St. Cloud
- City of Tampa
- City of West Palm Beach
- City of Winter Park
- College of Central Florida Foundation, Inc.
- Collier County Board of County Commissioners
- Collier County Clerk of the Circuit Court
- Colonial Management Group, LP
- Community Education Partners
- Community Life Choices, Inc.
- The Conservation Campaign
- Continuum Labs, Inc.
- Cooperative Services of Florida, Inc.
- Corizon, Inc.
- COURSESMART
- Cox Media Group
- Crescent Heights
- Darden Restaurants, Inc.
- Deloitte Consulting, LLP
- Devereux Foundation, Inc.
- Dolgencorp, LLC
- Dosal Tobacco Corporation
- Dredging Contractors of America
- Dunn Village, LLC
- Enterprise Florida, Inc.
- ERM Strategies
- ESG Enterprises, Inc.
- Estate of Robert Champion
- Estero Council of Community Leaders
- Fairmont Specialty Insurance Company f/k/a Ranger Insurance Company
- Faneuil
- Florida A&M University
- Florida Academy of Pain Medicine
- Florida Association of Blood Banks, Inc.
- Florida Association of Broadcasters, Inc.
- Florida Association of Insurance Agents
- Florida Association of Realtors
- Florida Association of the American Institute of Architects
- Florida Automobile Dealers Association
- Florida Beer Wholesalers Association
- Florida Brownfields Association, Inc.
- Florida Council on Compulsive Gambling, Inc.
- Florida Distillers Guild, Inc.
- Florida Jaycees
- Florida Municipal Electric Association
- Florida Municipal Insurance Trust
- Florida Municipal Power Agency
- Florida Outdoor Advertising Association
- Florida Petroleum Marketers & Convenience Store Association
- Florida Physical Therapy Association
- Florida Podiatric Medical Association
- Florida Retail Federation
- Florida Rural Water Association
- Florida School for the Deaf and Blind
- Florida Smart Justice Alliance
- Florida Society of Oral and Maxillofacial Surgeons
- Florida Solar Energy Industries Association
- Florida Specialty License Plate Advocacy Association, Inc.
- Florida Trust Real Estate Services, Inc.
- Florida Venture Forum, Inc.
- Florida Virtual School
- Florida's Vision Quest
- Floridians for Better Transportation
- Foundation for Seminole State College of Florida, Inc.
- Frito-Lay, Inc.
- Gannett Fleming, Inc.
- Gatorade
- GDC Properties, LLC
- GMRI, Inc
- GrayRobinson, P.A.
- Gulf Power Company
- Guy Carpenter & Company, LLC
- Hartman & Tyner, Inc.
- Haven Hospice
- Haven Recovery Center
- HCA Healthcare
- Heartland Economic, Agricultural & Rural Task Force, Inc
- Higher Education Partners, LLC
- HMS Host Corporation
- IMG College, LLC
- In God We Trust Foundation Inc.
- Index Management Services
- Information Systems of Florida, Inc.
- Interactive Travel Services Association
- iPic Entertainment

Lobbying Services

- Islamorada Village of Islands
- JEA
- Jetro Rd Inc., dba Restaurant Depot
- Joi Scientific, Inc.
- JOM Worldwide, Inc.
- JP Morgan Chase Bank, NA
- JPAY, Inc
- Kemcho Investment Group, LLC
- Kitson & Partners Hospitality, Inc
- Kuder, Inc.
- Laboratory Corporation of America
- Lake County
- Lee County Board of County Commissioners
- LeeSar
- Leisure Resorts, Inc.
- Lema Construction
- Leon County School Board
- LifeLink Foundation, Inc.
- Lockheed Martin Corporation
- Mallinckrodt LLC
- Marcus Button, Mark & Robin Button, as parents of Marcus Button
- Margaritaville of Key West, LLC
- Mariner Group, LLC
- Materials Recycling of Orlando Inc
- Meadowbrook, Inc.
- MedPharm Organics, LLC
- Media 8
- Melbourne Airport Authority
- Meldrim Heritage Timberlands, LLC
- Metro Orlando Economic Development Commission
- Metropolitan Systems, Inc.
- Miami Heat Limited Partnership
- Mid-Bay Bridge Authority
- Millennium Health
- Millennium Laboratories, Inc.
- Monroe County Board of County Commissioners
- The Morganti Group
- Munroe Regional Medical Center
- MV Transportation, Inc.
- Naples Community Hospital
- National Association of Industrial and Office Properties
- National Féderation of Independent Business
- National Forensic Science Technology Center
- National Notary Association
- Nelson & Co., Inc.
- Non Profit Insurance Services
- North Broward Hospital District
- North Naples Fire Control & Rescue District
- Northwood Centre
- On Street Media Florida, Inc.
- Orange County Library District
- Orange County Property Appraiser
- Orange County Sheriff
- Orlando City Soccer Club
- Orlando Magic
- Orlando-Orange County Expressway Authority
- Palm Beach State College
- Parsons Transportation Group
- Partnership for Strong Families
- PC Solutions & Integration, Inc.
- Pensacola State College Foundation
- Pepsi Bottling Company
- Pepsi Cola North America
- PepsiCo
- Pinellas Suncoast Transit Authority
- Premier Kids Care, Inc.
- ProctorU Inc.
- Project Orlando, LLC
- Promise Healthcare, Inc.
- PSBI
- PSP, LLC
- Public Consulting Group
- Public Financial Management
- Quaker Foods & Beverages
- Quest, Inc.
- RB Jai-alai, LLC
- RD Management LLC
- Retail Services & Systems, Inc.
- Reynolds Smith and Hills, Inc.
- Rosetta Stone
- Routematch Software, Inc.
- RX Development Associates, Inc.
- Sanford Burnham Prebys Medical Research Institute
- Santa Fe College Foundation
- Santa Fe Healthcare, Inc.
- Santa Fe Senior Living, Inc.
- Sarasota Memorial Healthcare System
- SAS Institute, Inc.
- Scientific Games International, Inc.
- Seavin, Inc.
- Secure Enterprises, LLC
- Self Storage Association
- Shands Jacksonville Medical Center
- Shands Teaching Hospital & Clinics Inc.
- Socata North America, Inc.
- Sodexo, Inc.
- South Broward Hospital District
- St. John & Partners
- Star Development Group, Inc.
- Stetson University

Lobbying Services

- Suncoast Neighborly Care, Inc.
- SunScope Capital, Inc.
- Sunshine State Health Plan
- SWD Owner, LLC
- Tampa Bay Buccaneers
- Tampa Bay Innovation Center
- Target Corporation
- TGI Fridays, Inc
- Town of Lantana
- Town of Manalapan
- Town of Palm Beach
- Town of South Palm Beach
- Transition House, Inc.
- Travel Tech: The Travel Technology Association
- Tropicana Products, Inc.
- Twin Creeks Development Associates, LLC
- U.S. Chamber Institute for Legal Reform
- Uncle Julio's of Florida, Inc.
- Unisys Corporation
- University of Central Florida Foundation, Inc.
- University of Central Florida Student Government Association
- University of Miami
- University of Phoenix
- US Foods, Inc.
- Village of Palm Springs
- The Villages
- Volusia County Government
- Walgreen Company
- Walt Disney World Resort
- Watson Laboratories, Inc.
- Wekiva River Mitigation Bank
- West Orange Healthcare District
- Weyerhaeuser Company and Its Affiliates
- Whole Food Market Group, Inc.
- Wild Oats Markets, Inc.
- Williams Acquisition Holding Company, Inc.
- Winewood Park, Ltd.
- Woodard & Curran, Inc.
- Worldwide Interactive Network

Below are notable client successes achieved by the members of the Port St. Lucie team in recent years.

- On behalf of the Orange County Sheriff, Chris Carmody and Robert Stuart were among the team members that passed legislation that provides guaranteed death benefits to the surviving families of first responders killed in the line of duty regardless of what retirement plan they selected at the time of employment. The "Scott Pine Bill" is a critically important piece of legislation for Florida's law enforcement and first responders. We also successfully lobbied for and amended a bill related to civil asset forfeiture in a way that was more favorable to law enforcement than it was as originally drafted. The changes we were able to make to the bill maintain the important tools that law enforcement needs in its investigations.
- On behalf of Volusia County, Chris Carmody and Robert Stuart were among the team members that successfully defeated legislation that would have preempted a county from charging a fee for medical examiner services; successfully defeated legislation that would have rewritten COPCN laws in a way that was not in the best interest of counties already operating a coordinated system; and successfully defeated legislation that would have altered the way that county constitutional were elected statewide. While Volusia, due to the way the bill was written, would have been exempt given the origins of its charter, we worked in consultation with the Florida Association of Counties to defeat the bill. We were also able to successfully position Volusia County as a thought leader and influential advocate on matters of water policy, springs protections, conservation, and local control/home rule among others.
- On behalf of several local government clients, Chris Carmody and Robert Stuart were among the team members that successfully amended out onerous portions of a "government accountability" bill. The bill ultimately died but the provisions we helped remove would have been especially problematic for local governments.
- On behalf of several local government clients, Chris Carmody and Robert Stuart were among the team members that successfully again pushed back efforts to repeal or substantially modify the 2010 Red Light Camera law that provides counties and municipalities with a public safety tool.
- On behalf of several local government clients Chris Carmody and Robert Stuart were among the team members that successfully fought back efforts to significantly alter existing law about the

relocation of utilities for a public purpose which would have had major financial implications on local government budgets.

- On behalf of the City of Orlando and the Orange County Sheriff Chris Carmody and Robert Stuart were among the team members that helped pass a public record exemption bill related to police body cameras and when the footage captured is exempt from public record disclosure.
- On behalf of the City of Orlando Chris Carmody and Robert Stuart were among the team members that lobbied for economic development, transportation, home rule, and public safety issues.
- For the City of Orlando Chris Carmody and Robert Stuart were among the team members that successfully passed the pro sports stadium legislation.
- Dean Cannon, Larry Cretul and Richard Reeves were among the team members who worked with leaders in the House and Senate on client-specific funding issues and passed nearly $250 million in funding (contained in General Appropriations Act) on behalf of multiple clients. These funds were budgeted with fiscal administrative responsibility assigned to a variety of state agencies and entities, including but not limited to the Agency for Healthcare Administration, the Department of Children and Families, the Department of Education, the Department of Economic Opportunity, the Department of Financial Services, and various state higher educational institutions.
- Dean Cannon, Larry Cretul and Richard Reeves were among the team members who successfully worked to secure Restore Act funding, and to re-prioritize the Florida Forever priority list by working with legislative leaders to ensure that proper appropriations were available for critical state needs on behalf of their client, the Trust for Public Land.
- Dean Cannon, Larry Cretul and Richard Reeves were successful in championing the increased and continued funding for the Florida Defense Support Task Force on behalf of their client, the Metro Orlando Defense Support Task Force. This task force was established to support the defense communities and business in the state of Florida. A final funding amount of $4 million, which was double to previous year's appropriation, was approved by the Legislature and signed into law by the Governor.
- Dean Cannon, Larry Cretul and Richard Reeves were among the team members who successfully sidelined a major proposal that would have eliminated a client's $25 million annual contract with the state, a relationship the client has enjoyed for 30-plus years.
- Dean Cannon, Larry Cretul and Richard Reeves were among the team members who successfully killed a hotly controversial carve out of medical services from the state's multi-million Medicaid Long- Term Care contract, which had been just signed by all parties. Had the provision been enacted, the fiscal impact on the firm's client would have exceeded $44 million annually.
- Dean Cannon, Larry Cretul and Richard Reeves were among the team members who successfully drafted and passed a very controversial bill relating to health care facilities advanced by their client, The Villages, one of the fastest growing communities in the United States. The bill provides for an expedited certificate of need review process for nursing homes in qualifying retirement communities, and in doing so provides for an exemption to the state's then 11-year moratorium on any new nursing home beds. The legislation was vital to address an immediate public health crisis in a community of 120 thousand retirees who had no access to nursing home beds.
- On behalf of Associated Builders and Contractors of Florida, Todd Steibly was a part of the team that successfully passed legislation that both updates and optimizes Florida's Public Private Partnership (PPP) law and creates a temporary public record exemption for unsolicited PPP proposals presented to political subdivisions of the State of Florida.
- On behalf of the Florida Association of Blood Banks, Todd Steibly was a part of the team that developed legislation to address a situation where a local property tax appraiser reversed his long-standing position and the position of other county property appraisers and denied a community blood center's application for a charitable property tax exemption. By actively pursuing legislation that clarified in statute that blood banks are charitable entities and entitled to such exemption, the property tax appraiser dropped his lawsuit attempting to tax the blood center and reinstated the blood bank's charitable exemption status.

- On behalf of the Florida Association of the American Institute of Architects, Todd Steibly was a part of the team that included language in the Public Private Partnership (PPP) law to assure that PPP solicitations involving design work must include design criteria prepared by an architect, landscape architect or engineer who must be retained to advise the public entity throughout the project.
- On behalf of the Florida Association of the American Institute of Architects, Todd Steibly was a part of the team that secured continuation funding for the Board of Architecture and Interior Designers' privatized investigation and prosecution of licensees and unlicensed personnel.
- On behalf of the Florida Association of the American Institute of Architects, Todd Steibly was a part of the team that defeated several attempts by special interests to modify the qualifications-based selection process known as the Consultants' Competitive Negotiation Act (CCNA).
- On behalf of Lockheed Martin Corporation, Todd Steibly was a part of the team that worked with sponsors and stakeholders to make permanent the elimination of sales taxes on the purchase of manufacturing equipment which was set to expire, resulting in a $73 million tax break for manufacturers.
- On behalf of Sarasota Memorial Hospital Todd Steibly was a part of the team that modified government accountability legislation that would have put public hospitals at a competitive disadvantage by precluding public hospitals from providing performance and severance bonuses.

8. In two (2) pages demonstrate your firms experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.

Our effectiveness for our governmental affairs clients is based on the tremendous experience (both as lobbyists and former government officials) of our lobbying team, and is further enhanced by our ability to draw upon the expertise and substantive experience of our lawyers. GrayRobinson has fourteen attorneys and eight additional government affairs professionals in our Government Relations and Lobbying Practice Group, working out of our thirteen offices. This group of professionals includes veteran lobbyists with collectively over a hundred years of lobbying experience, but it also includes two former Speakers of the Florida House, two executive branch agency secretaries, and multiple former professional staff of the legislative and executive branch. No other firm offers this degree of depth and cumulative experience with Florida government. However, in addition to this unequalled level of experience with lobbying, GrayRobinson also offers our clients the advantage of a statewide, full-service law firm which has actually represented government as well as clients interacting with government. GrayRobinson attorneys are regularly recognized for their legal services by publications that conduct annual reviews within the legal industry including:

- In 2016, 21 attorneys and 7 different practice groups were recognized by *Chambers USA*. (Chambers & Partners issue publications that list the top lawyers in 175 countries, based on 14,000 interviews conducted by Chambers researchers);
- In 2016, 53 attorneys were named Florida *Super Lawyers* and another 16 were named Florida *Super Lawyers* "Rising Stars";
- In 2016, 18 attorneys were recognized by *Florida Trend*'s Legal Elite;
- In 2015, six GrayRobinson offices and 39 practice groups were named to the *U.S. News & World Report Best Lawyers* 2016 "Best Law Firms" list;
- In 2015, GrayRobinson's Litigation Department was recognized as a Top Litigation Firm by the *Daily Business Review*;
- In 2015, 72 attorneys were listed as *Best Lawyers*® and of those attorneys, six were named *Lawyer of the Year*; and
- In 2015, GrayRobinson was again recognized by *Law360* as one of the eight Florida Powerhouses in the publication's Regional Powerhouses series.

Over the years we have served as counsel to the State of Florida, the House of Representatives, governors, legislators, cities and counties. Because of our outstanding relationships with elected and appointed officials at the local and state levels, we have successfully represented hundreds of clients before Florida governmental entities on everything from legislative appropriations to procurement and licensing matters. In short, GrayRobinson is deeply involved in the political process and our team understands how state and local government really works.

Thanks to a firm culture of engagement and community service, the GrayRobinson brand is an integral part of the communities we call home and that is reflected in our ability to have an impact in the halls of Tallahassee for our clients. These facts, combined with the hard work our team puts into aggressively representing our clients, leads to notable successes for our clients.

Our firm has advised many cities and other local government clients regarding the implications of proposed legislation and regulations regarding budget and finance, taxation, home rule, growth management, environmental regulation and permitting, and other local government issues.

Dean Cannon begin his career as a lawyer representing cities and counties, and his first experience with lobbying the legislature was representing cities in central Florida beginning in the mid-1990s. He has also represented clients before numerous state agencies and the Florida Division of Administrative Hearings. He then spent eight years in the House of Representatives and two years as Speaker of the House, and became familiar with issues impacting cities (and private sector clients) all across Florida.

Larry Cretul spent eight years as a county commissioner in Marion County before serving eight years in the House of Representatives (including two years as Speaker) and is intimately familiar with the impact of proposed legislation on local governments.

In short, no other firm offers our clients the degree of experience and ability to assess and understand the legal and political implications of pending legislation and the ability to advise our clients and impact the outcome of pending legislation.

9. In two (2) pages provide your firms understanding of issues related to the City and your firms lobbying approach.

Understanding of Issues

We fully understand the scope of work sought by Port St. Lucie and are prepared to provide those services to Port St. Lucie.

We familiarized ourselves with the City's priorities for the 2016 session, and, not surprisingly, many of them were the same or similar to the priorities of other municipal entities with whom we have worked.

For example, we were engaged in the effort to ensure no inappropriate financial burdens involving the relocation of utilities were shifted to cities. We recognize the importance of state support for funding your water projects and transportation projects. Of course, the environmental issues relating to river-related projects was important last year and will only be more in the spotlight in the 2017 session. We also recognize the importance of supporting the Florida League of Cities agenda and issues.

Finally, our firm has a particular appreciation for the issues impacting the City because we previously represented the City in the extensive litigation involving the utility systems installed by General Development Corporation and General Development Utilities in the 1990s. As a young lawyer, Dean Cannon actually worked on the litigation team that represented the city at the time.

GrayRobinson has many decades of experience providing legislative and intergovernmental services to cities before the Legislature and the executive branch of the State of Florida. In our efforts to effectively represent you in Tallahassee, we will continually seek to build and maintain strong bi-partisan relationships with the members and staffs of the House, Senate, and Cabinet, as well as the appointed heads of the State's many agencies.

Lobbying Approach

To help ensure a successful relationship, we propose an approach that includes frequent and on-going communication, including attendance at all appropriate meetings of the leadership of the City and

any other meetings pertaining to its state legislative agenda. We will work with City leadership to ensure we understand both the immediate and long-term goals that are key to the success of the City and the advancement of its strategic plan.

Concurrently, the team will work with Florida's Governor and his staff to ensure their understanding and continued support of the City's legislative agenda. It will be important to work throughout the Session and into the interim in a time of budget restraints to be sure the City's issues are emphasized to the right people at the right time. Additionally, it is critical that all members of the Florida Legislature understand the issues the City has deemed a priority.

Our team has the knowledge and the long-term experience essential to preparing legislation, both general bills and amendments; identifying funding sources and successfully shepherding specific appropriations through the House, Senate and Governor's office. As importantly, our team is skilled in defeating unfriendly legislation and attempts to reduce or eliminate appropriations line items and proviso language which are detrimental to our clients.

GrayRobinson is well-respected in both the Legislative and Executive Branches, including the state agencies, and has a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and forthright interactions.

As quickly as the team is selected and we have met with City leadership, key legislators both in and out of Port St. Lucie will be notified. Together we will identify other legislators who may be advocates for the City, as well as those who may, for whatever reason, oppose your legislative priorities. We will also work closely with the Leadership of the Minority Party in both the House and Senate. The development of a working group of legislators who support the City will be among the first priorities.

The GrayRobinson team constantly monitors all legislative bill filings, appropriations requests, and amendment filings. We subscribe to LobbyTools and use this as our primary bill tracking and monitoring system. It enables us to research bills, PCBs, statutes, legislators, committees, calendars, Florida and national news, press releases and other essential information pertaining to Port St. Lucie. We can modify the system to generate customized reports specific to you to ensure you receive the most up-to-date information available.

During the Legislative Session, GrayRobinson's team and personnel are adept at legislative drafting, strategy development, one-on-one lobbying, committee presentations, etc. We effectively utilize our skills, our client's grassroots organization, and ever-improving technology to assure that we get results and that we are in constant contact with the client. In addition to using state-of-the-art technology in our advocacy, we also maintain excellent relationships with the Chairs and staff of the Senate Community Affairs Committee and the House State Affairs Committee, the Senate and House Transportation Committees, the Senate Communications, Energy and Public Utilities Committees, the House Energy and Utilities Committee, as well as the all-important appropriations committees so that we are aware of issues and opportunities as soon as they arise.

After session, we will ensure that there is appropriate follow-through on bills impacting the City and provide you with requested deliverables. We have excellent working relationships with the Governor and his staff members. We will also assure that your members are thoroughly informed regarding the impact of all session matters.

GrayRobinson firmly believes in its ability to advocate before the Legislature, but also recognizes that sometimes the best advocate is the client. We will work with Port St. Lucie to identify opportunities for the City to not only speak on matters affecting it, but also for representatives from the City to be regarded as thought-leaders on issues that directly impact counties.

10. In one (1) page provide your relationship, resources and capabilities with State and Florida local legislative delegates.

GrayRobinson is well-respected in both the Legislative and Executive Branches, including the state agencies, and has a broad network of personal and professional relationships with the policymakers as well as with their staff. These are relationships built on trust and respect based on years of honest and

forthright interactions. The following represent the trust and confidence that the Legislature has for GrayRobinson:

- Dean Cannon, lead lobbyist included in this proposal, served in the Florida House of Representatives from 2004 until 2012, and was selected by his peers to become Speaker of the House for the 2010 to 2012 term.
- Larry Cretul, team lobbyist included in this proposal, served on the Marion County Commission from 1994-2002, including two years as Chairman. In 2002, he was elected to the Florida House of Representatives and was selected by his peers in 2009 to serve as Speaker of the House from 2009 to 2010.
- Robert Stuart, team lobbyist included in this proposal, began his career as a legislative aide to the Florida House of Representatives for a district that represents much of Orlando and Orange County. His familiarity in local and state level policymaking stems from personal experience and from being part of a family steeped in public service. His family consists of a former state senator and city commissioner, a 30-year president of the local chamber of commerce, a current elected member of the Orlando City Council and a recent congressional candidate.
- A current GrayRobinson shareholder and lobbyist was a former legislator, serving as a Florida Senator for District 37 from 1998-2008; a Representative from 1994-1998; a Collier County Commissioner from 1986-1994; and serving as Collier County Attorney from 1982-1986.
- A current GrayRobinson shareholder served as former counsel to the president of the Florida Senate, assisting in the development of legislation and served as policy coordinator to the Judiciary Committee, the Health Regulation Committee and the Ethics and Elections Subcommittee.
- A current GrayRobinson managing shareholder and lobbyist served as special counsel to the Florida House of Representatives; and members of the Legislature in election law matters.
- A current GrayRobinson senior director of government affairs has served a series of executive level and agency appointments including: Deputy Communications Director for the Florida Department of Transportation; Communications Director, Chief of Staff and later appointed Secretary by former Florida Governor Jeb Bush for the Department of Juvenile Justice; Appointed by former Florida Governor Charlie Crist to serve as Deputy Director and then Director of the Agency of Workforce Innovation; and later was reappointed to this role by Florida Governor Rick Scott and led the department through its merger into the new Department of Economic Opportunity, serving as Interim Director and Chief Operation Officer.
- A current GrayRobinson lobbyist has held numerous executive positions, including Florida Lottery Secretary under Governor Jeb Bush from 1999 to 2003; Executive Director of the Bush/Brogan 2002 transition office; a FAMU trustee in January 2005; and served as Assistant Executive Director and Interim Executive Director of the Ohio Lottery Commission.
- The firm represented the Florida House of Representatives in 2001 and again in 2011 in the redistricting process, an issue that affects every member of the Legislature. This legal representation continues.
- One former and one current GrayRobinson shareholder served as General Counsel to Florida Governor Rick Scott.

Our team has excellent relationships with the leadership in both the House and Senate. Whether it is the incoming presiding officers, committee chairmen, delegation members, or professional staff, we have worked diligently to forge these relationships based on trust and reliability. Further, and because of our ability to access our 13 offices, the team members included in this proposal have tremendous access to legislators throughout Florida.

11. **Complete the Reference Forms for three (3) Florida Agencies. Submit samples of monthly reports and other material that will distinguish your firm.** Please see the reference forms beginning on page 24. Samples of reports are as follows.

(S) FISCAL POLICY COMMITTEE
FEB. 4TH, 2016

Summary
Sen. Bradley introduced SB 698. He stated that it permits municipalities and counties to apply for 3 temporary alcohol permits, requires that the revenue from such permits must be reported, simplifies the calculation of excise tax for cruise ships, permits railroads to apply for permits, and streamlines the process for inactive status.

- Amendment 618046 was a combined effort between Sen. Latvala and Sen. Bradley to combine the legislative language to include temporary permits for both cities and municipalities.
- Amendment 166462 removes provisions exempting railroads from local ordinances, since doing so would give such entities a competitive advantage.
- Amendment 82011 provides for technical changes clarifying the excise tax calculations.
- Amendment 122384 allows licensed vendors to transport alcohol through another vendor.
- All of the amendments were adopted without objection or questions.

Public Testimony
Mark Delegahl, City of West Palm Beach, waived in favor of Amendment 618046.
Rebecca Ohare, FL League of Cities, waived in favor of Amendment 166462.
Richard Turner, FL Restaurant Lobbyists, waived in favor of the bill as amended.
Universal waived in favor of the bill as amended.
John Costello waived in favor of the bill as amended.
Walt Disney waived in favor of the bill as amended.

Vote
All members voted in favor of the bill.

Summary
Sen. Detert introduced SB 7040 as a commerce bill, amending FL statutes to be consistent with Federal language regarding the implementation of the Workforce Innovation and Opportunity Act.

- Amendment 241658 clarifies technical language regarding the local board, which was originally referred to as a regional workforce board. The amendment was adopted without objection or question.
- There were no questions or debate on the bill as amended.

Public Testimony
The Florida Workforce Development Association waived in support of the bill as amended.

Vote
The committee voted in favor of the bill.

(S) GOVERNMENTAL OVERSIGHT AND ACCOUNTABILITY
FEBRUARY 1, 2016

Summary
SB 124 clarifies the list of entities authorized to conduct P3s, which includes special districts, school districts (rather than school boards), and Florida College System institutions. SB 126 creates an exemption from public record and public meeting requirements for unsolicited proposals for public-private partnership (P3) projects for public facilities and infrastructure. SB 1054 requires the Department of State (DOS) to implement a program which will issue permits to the public performing excavations on sovereignty submerged lands. SB 686 was not presented.

SB 124: Public Procurement Practices
Action: 4/0 – Favorable
This bill was presented by Senator Evers. SB 124 implements many of the recommendations of the statutorily created Partnership for Public Facilities and Infrastructure Act Guidelines Task Force to create a uniform, improved process for engaging in public-private partnerships (P3s) across the state. The bill clarifies that the P3 process must be construed as cumulative and supplemental to any other authority or power vested in the governing body of a county, municipality, district, or municipal hospital or health care system. It also provides that the P3 process is an alternative method that may be used. The bill clarifies the list of entities authorized to conduct P3s includes special districts, school districts (rather than school boards), and Florida College System institutions. The bill provides increased flexibility to the responsible public entity by permitting a responsible public entity to deviate from the provided procurement timeframes if approved by majority vote of the entity's governing body.

The bill provides that an unsolicited proposal must be submitted concurrently with an initial application fee, which may be established by the responsible public entity. The bill authorizes a responsible public entity to request additional funds if the initial fee does not cover the costs to evaluate the unsolicited proposal. It also requires the responsible public entity to return the initial application fee if the responsible public entity does not review the unsolicited proposal. The bill authorizes the Department of Management Services to accept and maintain copies of comprehensive agreements received from responsible public entities. The bill expands the limitation on state agencies' and local governments' ability to refuse surety bonds issued by surety companies that meet specific criteria.

Questions:
No questions.

SB 126: Public Records and Public Meetings
Action: 4/0 - Favorable
SB 126, which is linked to the passage of an unspecified bill (presumably SB 124), creates an exemption from public record and public meeting requirements for unsolicited proposals for public-private partnership (P3) projects for public facilities and infrastructure. The existing law is silent on the protection of the work-product of the unsolicited proposal. This bill will create a public records exemption for the work-product only.

Questions:
No questions.

SB 686: Government Accountability
This bill was not presented.

SB 1054: Historic and Archeological Artifacts
Action: vote on bill is postponed
SB 1054 requires the Department of State (DOS) to implement a program which will issue permits to the public performing excavations on sovereignty submerged lands. The permit will require the permit holder to report all discoveries and removed artifacts to the DOS. The program will: permit the DOS to inspect the artifacts; limit the types of tools which may be used to extract artifacts from a packed matrix in a river or lake bottom; require DOS to provide a map of areas that are excluded from excavation activities; and transfer ownership rights from the State to the permit holder. The bill imposes a $100.00 fee for the annual permit. The bill requires DOS to establish penalties for violations of the program requirements, including an administrative fine of up to $1,000.00 and forfeiture of the permit and ownership rights for any artifacts discovered under the program.

Questions:
1. **Senator Latvala**: I don't see the differences between the strike-all and the original bill. What are the differences?
Answer: We had concerns that we weren't doing enough to protect those people that had been charged with felonies for picking up certain artifacts in rivers and streams so we addressed this in the strike-all amendment. We also wanted to make sure that people weren't over-charged.

2. **Senator Latvala:** What happens if you pick up an arrow head, put it in your pocket, and don't tell anyone about it? Is this a felony? Why are we doing this bill?
Answer: Eventually, if someone finds out from the State of Florida and documents it, then you could be subject to the penalties to the violations that we have in this bill. This used to be a felony, but it is not right now because we reduced it. We are doing this bill because a house member in my district asked me for sponsorship.

(S) COMMUNITY AFFAIRS COMMITTEE
DEC. 1ST, 2015

Summary
SB 584 was introduced as one creating a new program intended to match funding grants for local governments to aid in flood protection. There were no questions or debate on the bill. There was an amendment, Amendment 868432, which clarifies that the $150 million funding cap is an annual cap. The amendment was adopted without objection.

Public Testimony
Ms. O'Hara of the FL League of Cities waived in support of the bill.
Janet Bowman of the Nature Conservancy spoke in favor of the bill.
Lisa Miller, Christian Crommer, and Eric Pull all waived in support for the bill.

Vote
All members voted yes on the bill. Sen. Abruzzo was absent. Sen. Portilla and Brandes were excused.

Summary
SB 770 was presented as dedicating funding to protect the environment of the Keys. There were no questions on the bill.

Public Testimony
David Cullen, Sierra Club FL, appreciated the importance of the bill but was concerned with certain areas of the bill. Specifically, Mr. Cullen pointed to the removal of funding from the Everglades and the possible use of fossil fuels for purposes of desalination, as examples of concerns that his organization had.
Charles Patterson, Policy Director of Thousand Friends FL, spoke in support of the bill, but he was also concerned with Section 4, line 6/7 regarding the administrative commission being able to identify areas of critical concern. He believed that the legislature should also be able to do this.
Eric Draper, Executive Director of Autobahn FL, endorsed the bill.
Eric Pull and Robert Rayez waived in support of the bill.
The Key Largo Water Treatment Ass'n waived in support of the bill.

Debate
Sen. Bradley commented on the importance to protect special areas such as the Keys and the Springs in northern Florida.

Vote
All members voted yes on the bill. Sen. Abruzzo was absent. Sen. Portilla and Sen. Brandes were excused.

Summary
SB 170 was presented as one encouraging the use of renewable energy by extending the tax abatement to owners of all real property. There were no questions on the bill.

Public Testimony
David Cullen of Sierra Club FL waived in support.

Richard Pensky, and Susan Glitman also waived in support of the bill.

Vote
All members voted yes on the bill. Sen. Abruzzo was absent. Sen. Portilla and Sen. Brandes were excused.

Summary
SB 172, the bill was introduced as the implementing bill behind SB 170. There were no questions or debate on the bill.

Public Testimony
David Cullen, Richard Pensky and Susan Glitman waived in support of the bill.

Vote
All members voted yes on the bill. Sen. Abruzzo was absent. Sen. Portilla and Sen. Brandes were excused.

(S) COMMUNITY AFFAIRS COMMITTEE
NOVEMBER 17TH, 2015

Summary

The committee began by covering Sen. Ring's SB516, which Sen. Ring considered as a transparency bill. According to Sen. Ring, the bill is to address what he considers "shadow governments" (special districts) and bringing them "into the light". The bill requires that special districts make budgetary information available on their website. Amendment 352102 is a substitute amendment to Senator Brandes' earlier 926750 Amendment, subjecting special districts to the Administrative Procedure Act.

There were no questions on Sen. Ring's presentation, nor was there any debate. However, there was public testimony by Chris Liams, a representative of the Florida Association of Special Districts. After his presentation, there were numerous questions by the committee. Following this, Dan Brook spoke briefly about the need for transparency in the digital age and stated that if any district were against such transparency, then clearly they were "hiding something."

The bill and amendment were voted favorably upon.

Public Testimony

Mr. Liams, of the FL Ass'n of Special Districts, was not in favor of the bill and was concerned with the additional requirements that were burdening special districts. According to Mr. Liams, this bill mirrors similar legislation from two years ago, which required special districts to create their own websites to display certain information. Thus, Mr. Liams believes there is already a framework in existence for special districts to provide such information and does not believe that Sen. Ring's bill is necessary. Mr. Liams noted that no other public entity was required to comply and by requiring further budgetary information from previous years and other documents, Sen. Ring's bill was going to cost the Florida taxpayers. Moreover, Mr. Liams noted that financial information is a matter of public record and thus any person could request access to it. Finally, Mr. Liams also noted that there has not been any public outcry for such information.

Questions

Sen. Abruzzo questioned whether it would only be the smaller special districts which would have to raise their taxes. Mr. Liams stated that it would be all special districts, regardless of size, because the sole source of funding is resident taxes.

Sen. Thompson asked whether the Ass'n was aware of any requests made by the public for information that has not been made available since the prior legislation. Mr. Liams stated that he was not aware of any specific requests that were made and left unfulfilled.

Sen. Dean inquired as to the policy principle that certain public requests could be paid for by the requesting party. Mr. Liams stated that there is a viable venue for districts to prove that a request would result in burdensome costs that should be covered by the requesting party. However, Mr. Liams stated that Sen. Ring's bill mandates that the information be provided online for free and thus doesn't give special districts any mechanism to "recapture" the costs.

Sen. Dean asked whether Mr. Liams thought that this was the intent of Sen. Ring. Mr. Liams stated that requiring special districts to raise taxes to cover the costs was probably not the intent of Sen. Ring, but Sen. Ring failed to provide any other mechanism regardless.

12. **Does the firm or the above personnel have any business relationships that may create a conflict of interest if chosen by the City?** No

13. **How do you distinguish yourself from the competition?**
Over the years GrayRobinson has served as counsel to the State of Florida, the House of Representatives, governors, legislators, cities and counties. Because of our outstanding relationships with elected and appointed officials at the local and state levels, we have successfully represented hundreds of clients before Florida governmental entities on everything from legislative policy and appropriations to procurement and professional regulatory practice and licensing. In short, GrayRobinson is thoroughly experienced with and involved in the political process, and our team understands how state and local government really works and makes decisions.

14. **Will firm accept payment by VISA?** Yes

15. **Total Annual Fixed Fee for five (5) years** **5 X Annual Fee** of $50,000
(Includes all expenses, office & utilities, sub consultants fees, in-state travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.)

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued
N/A	

CERTIFICATION:

This E-BID is submitted by: Name (print) Dean Cannon who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

Signature

Executive Vice President & Statewide Chair Government Affairs
Title

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GrayRobinson, P.A.

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

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
301 E. Pine Street, Suite 1400

Requester's name and address (optional)

6 City, state, and ZIP code
Orlando, FL 32801

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 9 – 1 3 0 0 1 3 2

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Date ▶ 7/26/16

General Instructions

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

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/17/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.
5605 Glenridge Drive - Suite 300
Atlanta, GA 30342

CONTACT NAME:
PHONE (A/C, No, Ext): 404 497-7500 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AXIS Insurance Company	37273
INSURER B : Ironshore Indemnity Inc.	23647
INSURER C : Scottsdale Insurance Company	41297
INSURER D : OBE Insurance Corporation	39217
INSURER E :	
INSURER F :	

INSURED
GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, FL 32801

COVERAGES CERTIFICATE NUMBER: PSX7P22V REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Lawyers Professional Liability			MGN 751410/01/2016	03/21/2016	03/21/2017	Please see below	$
B	Excess Lawyers Professional Liability			000185196				$
C	Excess Lawyers Professional Liability			LXS0000758				$
D	Excess Lawyers Professional Liability			OPL0015415				$
								$

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

Carrier A - $10MM Claim / $10MM Agg x/s of $250,000 Claim / $500,000 Agg Retention
Carrier B - $10MM Claim / $10MM Agg x/s $10MM Claim / $10MM Agg
Carrier C - $10MM Claim / $10MM Agg x/s $20MM Claim / $20MM Agg **
Carrier D - $10MM Claim / $10MM Agg x/s $30MM Claim / $30MM Agg

**THIS INSURANCE IS ISSUED PURSUANT TO THE FLORIDA SURPLUS LINES LAW. PERSONS INSURED BY SURPLUS LINES CARRIERS DO NOT HAVE THE PROTECTION OF THE FLORIDA INSURANCE GUARANTY ACT TO
(continued next page)

CERTIFICATE HOLDER

FOR INFORMATION PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

PRODUCER MCGRIFF, SEIBELS & WILLIAMS OF GEORGIA, INC.	INSURED GrayRobinson, P.A.
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 03/17/2016

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

THE EXTENT OF ANY RIGHT OF RECOVERY FOR THE OBLIGATION OF AN INSOLVENT UNLICENSED INSURER. SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.

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CERTIFICATE NUMBER: PSX7P22V

Client#: 1405411 131GRAYROB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
BB&T - J. Rolfe Davis
PO Box 4927
Orlando, FL 32802-4927
407 691-9600

CONTACT NAME:
PHONE (A/C, No, Ext): 407 691-9600 FAX (A/C, No): 888-635-4183
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: National Fire Ins Co of Hartfrd	20478
INSURER B: Valley Forge Insurance Co	20508
INSURER C: Transporation Insurance Co	20494
INSURER D: Hartford Ins Co of Southeast	38261
INSURER E:	
INSURER F:	

INSURED
GrayRobinson PA
P.O. Box 3068
Orlando, FL 32802

COVERAGES CERTIFICATE NUMBER: 16-17Master REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			6012395102	04/15/2016	04/15/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	X POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			6012395133	04/15/2016	04/15/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB / OCCUR			6012395116	04/15/2016	04/15/2017	EACH OCCURRENCE	$15,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$15,000,000
	DED X RETENTION $10000							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	21WBAF3508	08/09/2015	08/09/2016	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Additional Insured status is granted with respects to General Liability if required by written contract per form "Non-Contractor's Additional Insured Endorsement" form #CNA74857XX 01/15.

CERTIFICATE HOLDER

Gray Robinson, PA
P.O. Box 3068
Orlando, FL 32802-3068

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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DRUG-FREE WORKPLACE FORM

E-BID#20160140

Lobbying Services

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that GrayRobinson, P.A. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

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

Bidder's Signature

7/26/16
Date

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer GrayRobinson, P.A.

Signature _____

Printed Name and Title Dean Cannon, Executive Vice President & Statewide Chair Government Affairs

Date 7/20/14

D DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST

E-BID#20160140

Lobbying Services

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

__X__ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160140, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar by the due date and time.

__X__ All questions on the questionnaire are complete and thoroughly answered

__X__ Each Bid Addendum (when issued) is acknowledged

__X__ W9 Form

__X__ Current Certificate of Insurance

__X__ Drug Free Workplace Form

__X__ Read and Signed Vendor Code of Ethics

__X__ Three Reference Forms

__X__ Have reviewed the Contract and accept all City Terms and Conditions

__X__ Checklist

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: GrayRobinson, P.A.
Reference: City of Winter Park Fax #: 407-599-3436
Email: city_manager@cityofwinterpark.org Telephone #: 407-599-3235
Person to contact: Randy Knight, City Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____
Lobbying Results _____ Cooperation _____
Timeliness _____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: GrayRobinson, P.A.
Reference: City of Kissimmee Fax #: 407-846-8369
Email: msteiger@kissimmee.org Telephone #: 407-847-2821
Person to contact: Mike Steigerwald, City Manager

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Lobbying Results _____ Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: GrayRobinson, P.A.
Reference: Walt Disney World Resort Fax #: 407-828-3236
Email: adam.e.babington@disney.com Telephone #: 407-828-1360
Person to contact: Adam Babington, Director of Government Relations

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____
Lobbying Results _____ Cooperation _____
Timeliness _____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST

E-BID#20160140

Lobbying Services

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

__X__ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160140, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar by the due date and time.

__X__ All questions on the questionnaire are complete and thoroughly answered

__X__ Each Bid Addendum (when issued) is acknowledged

__X__ W9 Form

__X__ Current Certificate of Insurance

__X__ Drug Free Workplace Form

__X__ Read and Signed Vendor Code of Ethics

__X__ Three Reference Forms

__X__ Have reviewed the Contract and accept all City Terms and Conditions

__X__ Checklist

COMMUNITY AFFAIRS COMMITTEE
NOV. 17TH, 2015

Summary
The committee began by covering Sen. Ring's SB516, which Sen. Ring considered as a transparency bill. According to Sen. Ring, the bill is to address what he considers "shadow governments" (special districts) and bringing them "into the light". The bill requires that special districts make budgetary information available on their website. Amendment 352102 is a substitute amendment to Senator Brandes' earlier 926750 Amendment, subjecting special districts to the Administrative Procedure Act.

There were no questions on Sen. Ring's presentation, nor was there any debate. However, there was public testimony by Chris Liams, a representative of the Florida Association of Special Districts. After his presentation, there were numerous questions by the committee. Following this, Dan Brook spoke briefly about the need for transparency in the digital age and stated that if any district were against such transparency, then clearly they were "hiding something."
The bill and amendment were voted favorably upon.

Public Testimony
Mr. Liams, of the FL Ass'n of Special Districts, was not in favor of the bill and was concerned with the additional requirements that were burdening special districts. According to Mr. Liams, this bill mirrors similar legislation from two years ago, which required special districts to create their own websites to display certain information. Thus, Mr. Liams believes there is already a framework in existence for special districts to provide such information and does not believe that Sen. Ring's bill is necessary. Mr. Liams noted that no other public entity was required to comply and by requiring further budgetary information from previous years and other documents, Sen. Ring's bill was going to cost the Florida taxpayers. Moreover, Mr. Liams noted that financial information is a matter of public record and thus any person could request access to it. Finally, Mr. Liams also noted that there has not been any public outcry for such information.

Questions
Sen. Abruzzo questioned whether it would only be the smaller special districts which would have to raise their taxes. Mr. Liams stated that it would be all special districts, regardless of size, because the sole source of funding is resident taxes.

Sen. Thompson asked whether the Ass'n was aware of any requests made by the public for information that has not been made available since the prior legislation. Mr. Liams stated that he was not aware of any specific requests that were made and left unfulfilled.

Sen. Dean inquired as to the policy principle that certain public requests could be paid for by the requesting party. Mr. Liams stated that there is a viable venue for districts to prove that a request would result in burdensome costs that should be covered by the requesting party. However, Mr. Liams stated that Sen. Ring's bill mandates that the information be provided online for free and thus doesn't give special districts any mechanism to "recapture" the costs.

Sen. Dean asked whether Mr. Liams thought that this was the intent of Sen. Ring. Mr. Liams stated that requiring special districts to raise taxes to cover the costs was probably not the intent of Sen. Ring, but Sen. Ring failed to provide any other mechanism regardless.

GRAY | ROBINSON

ATTORNEYS AT LAW

Educations Appropriations Subcommittee

Feb. 11th, 2016

Summary on SB0836

Chair Gaetz introduced the bill, stating that the bill establishes the Rapid Response Education and Training Program within the Complete Florida Plus Program and requires the Complete Florida Program to work with Enterprise Florida, Inc. There was an amendment to the bill, Amendment 462842, which clarifies that Enterprise Florida will cooperate with Complete Florida.

The amendment was adopted without objection. There were no questions or debate on the bill as amended.

Public Testimony

Carole Brown, Association of Builders and Constructor's, waived in support.

Britney Hunt, FL Chamber of Commerce, waived in support.

Vote

All members voted in favor of the bill. Sen. Galvano was absent.

Summary on SB1360

Chair Gaetz introduced the bill, stating that the bill allows parents to choose alternative student assessment tests instead of the Florida Standard Assessment. Chair Gaetz stated that the bill allows public school districts and charter schools to choose which form of assessment tests that they will use. Chair Gaetz stated that the bill provides for flexibility in instructional teaching.

Sen. Bullard introduced five amendments to the bill:

- Amendment 643240 requires a study of the cost of the transition. Chair Gaetz spoke in debate against the amendment, stating that this would delay students' relief. Sen. Bullard withdrew the amendment.
- Amendment 447302 would allow parents to choose the FSA if the district chooses an alternative assessment. Chair Gaetz spoke in debate against the amendment, stating that such a solution was not feasible. The amendment was not adopted.
- Amendment 838228 reduces the weight of state-mandated EOC's from 30% to 20%. Chair Gaetz spoke in debate against the amendment, stating that it was outside the scope of the bill. The amendment was not adopted.

- Amendment 681804 establishes a 3yr "gap-period" for the purposes of the transition. Chair Gaetz spoke in debate against the amendment, stating that a pause in accountability would not be in the public interest. The amendment was not adopted.
- Amendment 578098 instructs the Commissioner of Education to examine CLEP scores for purposes of EOC exemption. Chair Gaetz stated that the bill already includes language for concordant scores. Sen. Bullard withdrew the amendment.

There were no questions or debate on the bill.

Public Testimony
Vern Crawford waived in support.

Beth Orphonough waived in opposition.

Catherin Bare waived in opposition.

Vote
All members voted in favor of the bill. Sen. Galvano was absent.

Summary on SB0834
Sen. Detert introduced the bill, stating that it requires schools not operating at full term to provide reduced FTE scores equal to the number of instructional hours.

Questions
Sen. Stargel asked whether anything in the bill analyzed the outcomes of students in those schools. Sen. Detert stated that there has not been any study; however, she believed that any area with special needs would not excel with fewer instructional hours.

Public Testimony
Ms. Cooper of the Dept of Education waived in support.

Debate
Sen. Stargel stated she would support the bill; however, she hoped that they could begin to focus on student-outcomes.

Vote
All members voted in favor of the bill. Sen. Galvano was absent from the bill.

Summary on 1026
Sen. Simmons introduced the bill, stating that it modifies the oversight of the FHSAA. There was one amendment to the bill, Amendment 493518, which reduces the scope to the eligibility of private and public schools to enter into the FHSAA or any other sports association. The amendment also addresses the dispute resolution mechanism, requiring an appellate procedure with a third-party neutral.

Questions
Sen. Stargel asked whether there was anything else in the bill concerning FHSAA fees, because she was concerned with higher fees for per-sport membership. Sen. Simmons stated that there was nothing within his bill; however, that would be left up to Chair Gaetz's bill on the same issue.

Sen. Montford asked whether the bill impacts the eligibility of the FHSAA to join the national association. Sen. Simmons stated that he had met with representatives of the FHSAA, and they supported the bill and were only concerned with the dispute resolution mechanism.

Public Testimony
Ms. King, Sunshine State Association, waived in support.

Former Speaker Cannon spoke in support of the bill, stating that it guarantees basic due process rights and prevents the FHSAA from exercising judge, jury, and executioner powers over decisions regarding student participation.

Ron Book of the FHSAA spoke in opposition, stating that the dispute resolution provisions had not been agreed upon despite Speaker Cannon's testimony. Mr. Book further stated that he supports the bill by Chair Gaetz and that the FHSAA has striven over the years to take into account all the necessary changes recommended by Chair Gaetz, Sen. Stargel, and Sen. Montford. Mr. Book further stated that as a sign of good faith, the FHSAA has put a member of the Villages on their board. Moreover, Mr. Book specifically pointed to the FHSAA bylaws and handbooks as reference to changes made by the FHSAA towards better oversight, transparency, and accountability.

Sen. Stargel asked whether the FHSAA only supported the recruitment provisions of Chair Gaetz's bill. Mr. Book stated that they supported the entire bill.

Sen. Stargel had a follow-up regarding the FHSAA bylaws. Sen. Stargel had read the bylaws on her computer and stated that the only change she saw in regards to due process was an inclusion that the Commissioner's designee could also evaluate the decisions. Mr. Book stated that there were multiple other changes, and he would gladly provide them to the Committee.

Vote
All the members voted in favor of the bill. Sen. Galvano was absent.

GRAY | ROBINSON
ATTORNEYS AT LAW

Health and Human Services Committee

Feb. 17th, 2016

Summary on SB0363
Rep. Nunez introduced the bill, stating that it permits health-plans to place restrictions on both abuse-deterrent and non-abuse-deterrent opiods. There were no questions or debate on the bill.

Public Testimony
Larry Gonzalez, FL Society of Health-System Pharmacists, waived in support.

Barney Bishop, FL Smart Justice Alliance, waived in support.

Mark Fontaine, FL Alcohol & Drug Abuse Association, waived in support.

Pam Landford, Heals of the South, waived in support.

Steve Win, FL Osteopathic Association, waived in support.

Vote
All members voted in favor of the bill. Rep. Berman was excused.

Summary on SB0221
Rep. Trujilo introduced the bill, stating that it eliminates balanced billing for PPO patients in emergency and nonemergency situations. Amendment 286039, a strike-all, was adopted with Rep. Costello and Rep. Renner remarking on concerns with the Amendment.

There were no questions or debate on the bill as amended.

Public Testimony
Caitlyn Murray, Office of Insurance Regulation, waived in support.

Chris Nulan, FL Chapter of American College of Surgeons, waived in support.

Steve Win, FL Osteopathic Ass'n, waived in support.

Winston Truncaso, FL Ass'n of Health Plans, waived in support.

Jeff Scott, FL Medical Ass'n, waived in support.

Ron Watson, FL Chamber of Commerce, waived in support.

Sharon James, DFS, waived in support.

Tony Large, FL College of Emergency Physicians, waived in support.

Tommy Perdue, Associated Industries, waived in support.

Tim Nungasser, NFIB, waived in support.

Debate
In response to the Amendment, Rep. Costello stated that he believed the bill is empowering Insurance providers not to contract with Doctors and is encouraging the use of arbitration for purposes of lowering Doctor fees.

Rep. Renner also stated that he had concerns with the Amendment, stating that Insurance is the problem and not providers. Nevertheless, Rep. Renner expressed his intent to support the bill in hope that Rep. Trujillo would continue to work on the language.

Vote
Rep. Costello initially voted against; however, he changed his vote in support after talking to staff on the bill. All members voted in favor of the bill, with the exception of Rep. Berman who was excused.

Summary on SB0543
Rep. Stark introduced the bill, stating that it institutes a small change in Statute that has been recommended for the past 3-years by the Office of Insurance Regulation, the NFIB, and other parties. Rep. Stark stated that the bill prevents small group markets from being absorbed into subsidized or non-subsidized markets.

There were no questions or debate on the bill.

Public Testimony
Caitlyn Murry, Office of Insurance Regulation, waived in support.

Red Odalski, FL Association of Heath Underwriters, waived in support.

Ron Watson, FL Chamber of Commerce, waived in support.

Vote
All members voted in favor of the bill. Rep. Berman was excused.

Summary on PCS307
Rep. Gaetz introduced the bill, stating that it removes barriers between terminal patients and well-tested, well-regulated, physician-ordered medical cannabis. Rep. Gaetz stated that the bill also provides for criminal charges against Physicians ordering cannabis without a reasonable ground and for patients that are faking symptoms for purposes of accessing medical cannabis.

Rep. Gaetz introduced 3 amendments to the bill:

- Amendment 10001 clarifies that a legal representative, a legal guardian, or parent would be able to act on a patient's behalf. The amendment was adopted without objection.
- Amendment 10002 removes the provision regarding "right to cure" and places criminal charges on dispensaries. The amendment was adopted without objection.
- Amendment 10003 clarifies the provision green-lighting the dispensaries. The amendment was adopted without objection.

Questions

Rep. Harrell asked whether this bill was combining bills from Rep. Gaetz and Chair Brodeur. Rep. Gaetz stated that the bill is combining the two bills, because of the synergy between them.

Rep. Costello asked whether this bill addressed concerns he had received in regards to the use of pesticides. Rep. Gaetz stated that the bill permits the use of pesticides, however the use of such pesticides must still abide by the Dept of Health and Agriculture regulations.

Rep. Jones (M) asked why the number of patients was set at 250,000. Rep. Gaetz stated that the 5-to-be-licensced dispensaries had stated that they could handle anywhere from 40,000 to 110,000 patients; and thus he set each dispensary at the lower range and for a period of 2-years. Rep. Gaetz also stated that he looked at the number of hospice enrollees annually, which was around 40,000.

Rep. Jones (M) had a follow-up regarding comparisons to other States. Rep. Gaetz stated that he was unable to offer such a comparison, because no other States has the specific eligibility requirements that Florida has. Rep. Gaetz stated that when analyzing other States' approaches, he felt like "Goldilocks." because each State had different requirements and none of them appealed to Rep. Gaetz.

Rep. Cruz asked why there wasn't a broader scope of diagnoses covered, such as her own condition of migraines. Rep. Gaetz stated that MS does qualify for low-THC/high-CBD cannabis; however, ailments such as PTSD are not included because of the inability to draw clear diagnoses and Rep. Gaetz belief that it is over diagnosed.

Rep. Harrell posed a hypothetical in regards to the criminal charges provision, asking what would happen if a Doctor diagnosed a patient as only having 12-months to live, but the patient continues living for 14-months. Rep. Gaetz stated that no criminal charges would be implemented in such a scenario, since the bill states that such charges will only occur if the Doctor had no reasonable basis for making such a diagnosis.

Rep. Renner had a question regarding caps on potency. Rep. Gaetz stated that because of the lack of research regarding the affects of high-potency cannabis, the bill is not placing restrictions. Rep. Gaetz stated that it is difficult to delineate which levels of THC/CBD-potency are most effective for certain diagnoses.

Public Testimony

Jody James, FL Cannabis Action Network, spoke in support of the bill, but also mentioned concerns with the restricted number of licenses and the fact that they are all vertical.

Rep. Jones (M) asked Ms. James for a difference between horizontal and vertical licenses. Ms. James stated that horizontal licenses permit more actors to play a role in similar jobs - cultivation, delivery, distribution - rather than having one licensee for each role under a vertical agreement.

Josephine Crill, United for Compassion, spoke in support of the bill, but also listed concerns with the license-numbers and the use of pesticide. Ms. Crill stated that the United States Code prohibits the use of pesticides on plants not designated for such use; thus she believes that using pesticides on cannabis plants may result in injurious conditions for users.
Jeff Sharky, FL Medical Marijuana Ass'n, spoke in support of the bill, but believed that 250,000 patients was too high of a number.

George Timiso, Know Nursery, waived in support.

Robert Wallace, Tree Farm, waived in support.

Brian Pitts, Justice for Jesus, spoke against the bill and stated that it was against Federal law.

Barney Bishop, FL Smart Justice Alliance, waived in support.

Louis Rotunda, FL Medical Cannabis Ass'n, spoke in support of the bill, but also listed concerns with the number of patients being set at 250,000 and also wanted a wider distribution of licenses. Mr. Rotunda also remarked on line 301, asking what agency would be responsible for certifying that the dispensaries are actually serving 1,000 or more patients.

Ron Watson, AltMed, spoke in support, but mentioned concerns with restrictions on the free market because of the few licenses that were being authorized. He also mentioned concerns with the 250,000 patients, stating that other States only use 1% utilization - which is only around 15,000 patients.

Governor Corkramp, AltMed, spoke in support of the bill, but also stated that 250,000 patients was too high.

Kim Rivers waived in support.

Jason Pornell, Hacker Nursery, waived in support.

Debate
Rep. Edwards stated that she too had received concerns about the use of pesticide and thus sought to address the concerns - stating that the bill permits the use on a permissive basis and typical health and agriculture regulations must be followed. Moreover, Rep. Edwards sought to bring to attention the fact that the nurseries are under expert-control and will not be the typical "pothouse" growery seen elsewhere in the world.

Rep. Harrell stated that she supported Chair Brodeur's bill regarding the regulatory process that drugs must follow; however, she regretted the combination of the bills, because she believes that cannabis should be regulated under that process. Nevertheless, Rep. Harrell stated that she would reluctantly vote in support of the bill.

Rep. Costello wanted to thank Rep. Edwards, Rep. Gaetz and Chair Brodeur on behalf of former-Judge Dave Hood.

Rep. Jones (M) stated that she had concerns with 250,000 patients.

Rep. Magar was absent for the introduction of the bill and thus expressed her desire to meet with Rep. Gaetz to go over some issues with expansion and the science behind cannabis.

Vote
All members voted in favor of the bill.

Summary on SB71175
Rep. Sprowls introduced the bill, stating that it increases access to costs approximations that are estimated by collecting 80% of medical data available in the market. The bill also requires that providers utilize a web-based platform to allow patients to become educated consumers. Rep. Sprowls introduced one amendment to the bill:

- Amendment 466161 is a technical amendment changing registration deadline from 3 to 7-days. The amendment was adopted without objection.

Public Testimony
Tim Nungasser, NFIB, waived in support of the bill.

Saul Nuzo, James Madison Institute, waived in support.

Vote
All members voted in favor of the bill. Rep. Berman was excused.

Summary on SB7087
Rep. Sprowls introduced the bill, stating that it opens access by encouraging providers use Telehealth and also permits out-of-State providers to practice within Florida; however, they must meet standards equal to those of Florida. There was one amendment to the bill:

- Amendment 551279 changes annual registration to biannual registration for out-of-State providers. The amendment was adopted without objection. There were no questions or debate on the bill as amended.

Public Testimony
Chris Janey, Associated Industries, waived in support.

Stan Witticker, FL Ass'n of Nurse Practitioners, waived in support.

Larry Gonzalez, FL Occupational Therapy, waived in support.

Paul Lambart, FL Chiropractic Ass'n, waived in support.

Zane Smith, AARP, waived in support.

Debate
Rep. Costello spoke in support of the Amendment, because it puts supervisory powers into the hands of the Board of Medicine.
Rep. Jones (M) gave the bill a "thumbs up."

Vote
All members voted in favor of the bill. Rep. Berman was excused.

(S) FISCAL POLICY COMMITTEE
FEB. 4TH, 2016

Summary
Sen. Bradley introduced SB0698. He stated that it permits municipalities and counties to apply for 3 temporary alcohol permits, requires that the revenue from such permits must be reported, simplifies the calculation of excise tax for cruise ships, permits railroads to apply for permits, and streamlines the process for inactive status.

- Amendment 618046 was a combined effort between Sen. Latvala and Bradley to combine the legislative language to include temporary permits for both cities and municipalities.
- Amendment 166462 removes provisions exempting railroads from local ordinances, since doing so would give such entities a competitive advantage.
- Amendment 82011 provides for technical changes clarifying the excise tax calculations.
- Amendment 122384 allows licensed vendors to transport alcohol through another vendor.
- All of the amendments were adopted without objection or questions.

Public Testimony
Mark Delegahl, City of West Palm Beach, waived in favor of Amendment 618046.

Rebecca Ohare, FL League of Cities, waived in favor of Amendment 166462.

Richard Turner, FL Restaurant Lobbyists, waived in favor of the bill as amended.

Universal waived in favor of the bill as amended.

John Costello waived in favor of the bill as amended.

Walt Disney waived in favor of the bill as amended.

Vote
All members voted in favor of the bill.

Summary
Sen. Detert introduced SB7040 as a commerce bill, amending FL statutes to be consistent with Federal language regarding the implementation of the Workforce Innovation and Opportunity Act.

Amendment 241658 clarifies technical language regarding the local board, which was originally referred to as a regional workforce board. The amendment was adopted without objection or question.

There were no questions or debate on the bill as amended.

Public Testimony
The Florida Workforce Development Association waived in support of the bill as amended.

Vote
The committee voted in favor of the bill.

GRAY | ROBINSON

ATTORNEYS AT LAW

Appropriations Committee

Feb. 25th, 2016

Summary on SB1496

Sen. Bradley introduced the bill, stating that it increases transparency in health care pricing and quality by requiring that AHCA contract with a vendor to provide a web-based platform for cost estimates.

Amendment 523828, a delete-all, was adopted without objection. An amendment to the amendment, Amendment 320988 by Sen. Margolis, was adopted without objection as well.

There were no questions, debate or public testimony on the bill as amended.

Vote

All members voted in favor of the bill.

Summary on SB1686

Sen. Bean introduced the bill, stating that it encourages FL practitioners and healthcare providers to utilize technology to better treat patients.

Amendment 419202 increases the size of the taskforce and adds behavioral analysts to the list of practitioners allowed to use telehealth. The amendment was adopted without objection.

Questions

Sen. Hukill asked whether the bill would allow a Doctor not licensed within FL to use telehealth. Sen. Bean stated that the bill does not.

Public Testimony

Paul Lambart, FL Chiropractic Association, waived in support.

Lisa Polk, FL Nurses Association, waived in support.

Tammy Perdue, AIF, waived in support.

Vote

All members voted in favor of the bill.

Summary on SB1442

Sen. Garcia introduced the bill, stating that it is seeking to protect consumers by requiring dispute resolution mechanisms. There were multiple amendments to the bill:

- Amendment 182608, clarifying disclosure language to mirror Sen. Bradley's bill, was adopted without objection.
- Amendment 765128, requiring paperwork review and recommended by the FL Medical Association, was adopted without objection.
- Amendment 354450, exempting emergency services, supported by the FL Professional Firefighters Association, was adopted without objection.
- Amendment 240662, a technical change to Amendment 354450, was adopted without objection.
- Amendment 457464 was withdrawn.

Sen. Negron introduced Amendment 294666, prohibiting providers from demanding refunds after having already given authorization codes and approval for a procedure. Sen. Garcia sought to challenge the Amendment on Senate Rule 2.3.9(2)(c), stating that the amendment concerns in-network coverage and thus was outside the scope of the current bill. Sen. Negron disagreed, stating that the amendment deals with healthcare and network coverage as well as payment. Sen. Lee stated that Sen. Garcia's point was not well taken. The amendment was not adopted.

Public Testimony
Jeff Scott, FL Medical Association, waived in support.

Ron Watson, FL Chamber of Commerce, waived in support.

Steven Win, FL Osteopathic Association, waived in support.

Sharon James, Office of Insurance Advocate, waived in support.

Audrey Brown, FL Association of Health Plans, waived in support.

Caitlyn Murray, NOIR, waived in support.

Vote
All members voted in favor of the bill.

Summary on SB212
Sen. Gaetz introduced the bill, stating that it includes dental care and allows for 24hr stays at ambulatory centers. There were multiple amendments:

- Amendment 418338, conforming data reporting, was adopted without objection.
- Amendment 801734 permits centers to provide care after midnight if they follow certain regulations. The amendment was adopted without objection.
- Amendment 584394 was withdrawn because of an unintended consequence that caused pediatrics to be treated on an unequal basis.
- Amendment 954840 was withdrawn on the basis of an agreement to further work towards protecting patients.
- Amendment 317634, deleting lines 706-711, was adopted without objection.

- Amendment 597648 was withdrawn.

Public Testimony
Joanne Hart, FL Dental Association, waived in support.
Jeff Scott, FL Medical Association, waived in support.

Chris Nulan, FL College of American Physicians, waived in support.

Audrey Brown, FL Healthplans, waived in opposition.

Joy Ryan, America's Health Insurance Plans, waived in opposition.

Tammy Perdue, AIF, waived in opposition.

Paul Jess, FL Justice Association, waived in opposition.

Vote
All members voted in favor of the bill.

Summary on SB1166
Sen. Gaetz introduced Amendment 927682, stating that it increases district/teacher funding. The amendment was adopted.

Sen. Negron introduced Amendment 412670, creating the Benacquisto Scholars. The amendment was adopted.

Sen. Hays withdrew Amendment 645540 but still believes that recess should be required.

Public Testimony
Ron Book, FHSAA, waived in support.

Debby Morgan, Foundation for FL's Future, waived in support.

Natalie King, The Sunshine State Athletic Association, waived in support.

Vote
The bill was voted favorably upon.

Summary on SB152
Sen. Grimsley introduced Amendment 725966, which includes a technical change regarding the difference in definitions between "order" and "prescribe." The amendment was adopted without objection.

Public Testimony
Mark Fontaine, FL Drug & Alcohol Association, waived in support.

Brittney Hunt, FL Chamber of Commerce, waived in support.

Steven Win, FL Osteopathic Association, waived in support.

Vote
All members voted in favor of the bill.

GRAY | ROBINSON

ATTORNEYS AT LAW

(S) GOVERNMENTAL OVERSIGHT AND ACCOUNTABILITY
FEBRUARY 1, 2016

Summary

SB 124 clarifies the list of entities authorized to conduct P3s includes special districts, school districts (rather than school boards), and Florida College System institutions. SB 126 creates an exemption from public record and public meeting requirements for unsolicited proposals for public-private partnership (P3) projects for public facilities and infrastructure. SB 1054 requires the Department of State (DOS) to implement a program which will issue permits to the public performing excavations on sovereignty submerged lands. SB 686 was not presented.

SB 124: Public Procurement Practices

Action: 4/0 – Favorable

This bill was presented by Senator Evers. SB 124 implements many of the recommendations of the statutorily created Partnership for Public Facilities and Infrastructure Act Guidelines Task Force to create a uniform, improved process for engaging in public-private partnerships (P3s) across the state. The bill clarifies that the P3 process must be construed as cumulative and supplemental to any other authority or power vested in the governing body of a county, municipality, district, or municipal hospital or health care system. It also provides that the P3 process is an alternative method that may be used. The bill clarifies the list of entities authorized to conduct P3s includes special districts, school districts (rather than school boards), and Florida College System institutions. The bill provides increased flexibility to the responsible public entity by permitting a responsible public entity to deviate from the provided procurement timeframes if approved by majority vote of the entity's governing body.

The bill provides that an unsolicited proposal must be submitted concurrently with an initial application fee, which may be established by the responsible public entity. The bill authorizes a responsible public entity to request additional funds if the initial fee does not cover the costs to evaluate the unsolicited proposal. It also requires the responsible public entity to return the initial application fee if the responsible public entity does not review the unsolicited proposal. The bill authorizes the Department of Management Services to accept and maintain copies of comprehensive agreements received from responsible public entities. The bill expands the limitation on state agencies' and local governments' ability to refuse surety bonds issued by surety companies that meet specific criteria.

Questions:

No questions.

SB 126: Public Records and Public Meetings
Action: 4/0 - Favorable
SB 126, which is linked to the passage of an unspecified bill (presumably SB 124), creates an exemption from public record and public meeting requirements for unsolicited proposals for public-private partnership (P3) projects for public facilities and infrastructure. The existing law is silent on the protection of the work-product of the unsolicited proposal. This bill will create a pubic records exemption for the work-product only.

Questions:
No questions.

SB 686: Government Accountability
This bill was not presented.

SB 1054: Historic and Archeological Artifacts
Action: vote on bill is postponed
SB 1054 requires the Department of State (DOS) to implement a program which will issue permits to the public performing excavations on sovereignty submerged lands. The permit will require the permit holder to report all discoveries and removed artifacts to the DOS. The program will: permit the DOS to inspect the artifacts; limit the types of tools which may be used to extract artifacts from a packed matrix in a river or lake bottom; require DOS to provide a map of areas that are excluded from excavation activities; and transfer ownership rights from the State to the permit holder. The bill imposes a $100.00 fee for the annual permit. The bill requires DOS to establish penalties for violations of the program requirements, including an administrative fine of up to $1,000.00 and forfeiture of the permit and ownership rights for any artifacts discovered under the program.

Questions:
1. **Senator Latvala**: I don't see the differences between the strike-all and the original bill. What are the differences?
Answer: We had concerns that we weren't doing enough to protect those people hat had been charged with felonies for picking up certain artifacts in rivers and streams so we addressed this in the strike-all amendment. We also wanted to make sure that people weren't over-charged.

2. **Senator Latvala:** What happens if you pick up an arrow head, put it in your pocket, and don't tell anyone about it? Is this a felony? Why are we doing this bill?
Answer: Eventually, if someone finds out from the State of Florida and documents it, then you could be subject to the penalties to the violations that we have in this bill. This used to be a felony, but it is not right now because we reduced it. We are doing this bill because a house member in my district asked me for sponsorship.

GRAY | ROBINSON
ATTORNEYS AT LAW

House General Session

Mar. 1st, 2016

Summary on HB0037

Rep. Costello introduced the bill, stating that the bill allows for a direct contract between patients and doctors and that this contract would not be considered as insurance. There were two amendments to the bill:

- Amendment 576567 includes chiropractors within the list of primary care givers able to contract under the bill. There were questions on the amendment. The amendment was adopted.
- Amendment 141991 requires 12pt font and contrasting colors for the notice regarding the contract not being insurance and does not constitute minimal essential coverage. The amendment was adopted without questions or debate.

The bill as amended was pushed through to the 3d reading.

Questions on the Bill

Rep. Rogers had a question regarding an amendment requiring cancelation in writing and due notice. Rep. Costello stated that the amendment was not adopted, because it created a one-sided notice duty, whereas the current bill creates an equal duty to give notice within 30 days of cancellation or termination.

Rep. Rogers had a follow-up, wondering whether the bill considered an uninformed patient and his or her understanding that these contracts are not insurance coverage. Rep. Costello stated that there was a bill addressing this issue. Chair Crisafulli stated that the amendment would be introduced in proper posture afterwards.

Rep. Stark asked for clarification on how these contracts were different from insurance. Rep. Costello stated that the contracts allow doctors and patients to contract without a third party and thus have no insurance bureaucracy to answer to.

Rep. Stark had a follow-up, asking whether marketing of these contracts was conditioned on having an insurance license. Rep. Costello stated that the bill does not require such a license.

Rep. Stark had another follow-up, asking whether patients would be required to have another form of insurance in order to contract. Rep. Costello stated that they would not.

Rep. Miller asked whether the patient or the doctor benefitted. Rep. Costello stated that patients benefit because they have access to a direct relationship with their doctor and do not have to answer to another third party. Rep. Costello also stated that doctors benefit, because they are not forced to deal with a corporate bureaucracy and can focus on the patients.

Questions on Amendment 57667

Rep. Stark asked what HMOs considered chiropractors as primary care givers. Rep. Artilles stated that he did not have that information.

Rep. Stark had a follow-up, asking whether there was a statute listing chiropractors as primary care givers. Rep. Artilles stated that he did not have that information on him.

Rep. Gonzalez asked whether the words "primary care giver" were being used as a term of art for any facility seeking to benefit from such direct contractual relationships. Rep. Artilles stated that because that dealt with the bill, he could not answer that directly; however he did state that this was a friendly amendment.

Rep. Richardson asked whether this amendment was friendly. Chair Crisafulli stated that Rep. Costello would address the amendment in debate.

Debate on Amendment 57667

Rep. Stark stated that no HMO considered chiropractors as primary care givers and that chiropractors are specialized physicians and should not be included in the bill.

Rep. Gonzalez stated that primary care is a misnomer and that this bill deals with the ability to have a direct relationship with care providers, which he defined as those providing routine maintenance care. He believed that chiropractors fell under the definition.

Rep. Costello stated that the amendment was a friendly amendment and does not recategorize what is considered direct primary care, but merely allows chiropractors to contract directly with their patients.

Rep. Pigman stated that he agreed with Rep. Gonzalez and believes that chiropractors do provide routine maintenance care.

Summary on HB0221

Rep. Trujillo stated that the bill allows for out-of-network coverage without PPO balanced billing. There was one amendment to the bill:

- Amendment 814735 adds additional criteria to the dispute settlement process. The amendment was adopted without question or debate.

The bill was pushed through to the 3rd reading.

Summary on HB0423
Rep. Pigman stated that the bill grants controlled substance prescribing powers to nurse practitioners, subject to the same regulations as MMDOs and under supervision of the MMDOs. There was an amendment to the bill:

- Amendment 903523 cites HB423 as the Barbara-Lunkin Prescribing Act, in dedication of her 40yrs of service. The amendment was adopted without question or debate.

The bill was pushed through to the 3d reading.

Summary on HB1175
Rep. Sprowls introduced the bill, stating that it provides transparency in healthcare, specifically regarding the costs, through 4 steps: providing access to pre-service cost estimates, allowing the collection of 80% of claims data, providing information regarding quality culture surveys, and the creation of a web-based consumer-friendly platform through which patients can become consumers. There were two amendments to the bill:

- Amendment 025519 requires that hospitals provide all information regarding price estimates and cost-sharing. The amendment was adopted without objection, but with multiple questions by Rep. Gonzalez.

- Amendment 042105 allows a practitioner to provide good-faith estimate for nonemergency procedures and information regarding cost-sharing. The amendment was adopted with objection and with multiple questions.

- Amendment 481093 requires HMOs provide all claims data beginning the effective date, but also such data be submitted prior to the effective date. The amendment was adopted without objection or question.

The bill as amended was pushed through to the 3rd reading.

Questions on the Bill
Rep. M. Jones asked how the criteria was created. Rep. Sprowls stated that they assumed the perspective of a patient and reasoned through what information such a patient would like access to.

Rep. M. Jones had a follow-up, asking how the State would identify the data that providers should release to the public. Rep. Sprowls stated that the data element is to provide a large volume and robust coverage of adjudicated claims data.

Rep. Jones asked how many companies could provide the information requested. Rep. Sprowls stated that he personally knew of one, but had not looked for others.

Rep. Stark asked how the information would be relayed to the public. Rep. Sprowls stated that a vendor would create a web-based platform that would be patient/consumer-friendly.

Rep. Stark had a follow-up regarding the quantity of procedures being performed by facilities and the quality-correlation such quantities may represent. Rep. Sprowls stated that the FL Center gathers information and the bill prescribes a special attention for quality metrics to be considered.

Rep. Stark asked whether it was only hospitals that were affected. Rep. Sprowls stated that all facilities falling under Chapter 395 were within the scope - those being hospitals and Surgical Centers.

Rep. Stark asked what affect the bill would have on insurance providers. Rep. Sprowls stated that insurance providers would have to provide claims data and specific-patient cost estimates.

Rep. Stark asked whether there were guidelines for insurance providers on how to provide information to the patients. Rep. Sprowls stated that pages 39-43 were dedicated to such guidelines.

Rep. Stark asked whether this bill would work well with HB221, regarding PPO billing. Rep. Sprowls responded in the affirmative.

Rep. Rogers asked what would happen if information was not provided. Rep. Sprowls stated that there is a 7-day window and thereafter, there is a $1,000/day fine - which is capped at $10,000. Rep. Rogers had a follow-up, asking how the information could be accessed if not provided. Rep. Sprowls stated that if compliance isn't forthcoming, then it becomes a licensure issue for that provider.

Rep. Murphy had a question regarding lines 407-416 and the specific information the vendor must accumulate. Rep. Sprowls stated that the language is actually in the 500s and that information is provided differently based on the provider, and so this vendor will harmonize the languages and provide a concise and synchronized estimate.

Rep. Murphy asked whether the vendor would be a FL-based company. Rep. Sprowls stated that the bill is not specifying.

Questions on Amendment 025519

Rep. Gonzalez asked how many HMOs and practitioners were captured by the intent of the bill. Rep. Sprowls stated that the amendment only deals with facilities and not practitioners.

Rep. Gonzalez had a follow-up, asking whether an elected procedure would require both hospitals and practitioners to provide all of the information. Rep. Sprowls stated that the amendment only requires such information for the facilities.

Rep. Gonzalez had another follow-up, asking whether the hospital would also have to provide information regarding the doctor's cost and coverage. Rep. Sprowls responded in the negative.

Questions on Amendment 042105

Rep. Gonzalez asked whether this required a physician visiting a hospital for a procedure to provide all the requisite data. Rep. Sprowls responded in the affirmative.

Rep. Gonzalez asked whether this was redundant because patients already had the information, since they were the ones requesting the doctor. Rep. Sprowls stated that patients do not always have all of the information regarding the costs and whether certain doctors or procedures are in or out of network.

Rep. Gonzalez had a follow-up, believing it unlikely that a patient would not have information regarding a doctor that the patient had asked for. Rep. Sprowls stated that he was positive that each member in the room, or at least their constituents, had been surprised at some point by one of their medical bills.

Rep. Gonzalez had another follow-up, asking what would happen if a patient did not go to a hospital but went directly to the physician. Rep. Sprowls stated that the amendment applies to non-emergency situations in facilities licensed under 395.

Rep. Gonzalez had another question, asking whether the amendment covered all ancillary services. Rep. Sprowls stated that the doctor must provide information regarding the portion of the bill discussing the doctor's services.

Rep. Harrell had a question regarding physicians not employed by hospitals. Rep. Sprowls stated that hospitals have a duty to tell patients at their request about the Doctor.

Debate on Amendment 042105

Rep. Gonzalez advised the members to vote against the bill, because it addressed a problem that the amendment does not actually address.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: GrayRobinson, P.A.
Reference: Walt Disney World Resort Fax #: 407-828-3236
Email: adam.e.babington@disney.com Telephone #: 407-828-1360
Person to contact: Adam Babington, Director of Government Relations

Please return via fax at 772.871.7337 or email ombsecretary@cityofpsl.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication _____
Lobbying Results _____ Cooperation _____
Timeliness _____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

They do not give referals.

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: GrayRobinson, P.A.
Reference: City of Winter Park Fax #: 407-599-3436
Email: city_manager@cityofwinterpark.org Telephone #: 407-599-3235
Person to contact: Randy Knight, City Manager

Please return via fax at 772.871.7337 or email at ombsecretary@cityofpsl.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm? No

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism	9	Communication	10
Lobbying Results	9	Cooperation	10
Timeliness	9	Reliability	9

Would you contract with this Consultant again? Yes [✓] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: GrayRobinson, P.A.
Reference: City of Kissimmee
Email: msteiger@kissimmee.org Telephone #: 407-847-2821 Fax #: 407-846-8369
Person to contact: Mike Steigerwald, City Manager

Please return via fax at 772.871.7337 or email ombsecretary@cityofpsl.com

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm? No.

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism 10
Lobbying Results 10
Timeliness 10
Communication 10
Cooperation 10
Reliability 10

Would you contract with this Consultant again? Yes [X] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Sealed Request for Proposal for #20160140
(SRFP)

Lobbying Services

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
Cheryls@cityofpsl.com

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INVITATION TO E-BID

This is an Electronic Sealed Request for Proposal (SRFP) #20160140. The City of Port St. Lucie (City) is seeking Lobbying Services.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar or via email to purch@cityofpsl.com, in the Procurement Management Department, no later than July 26 **, 2016 at 2:00:00 P.M. EST.**

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007 or PDF. All must be contained in one (1) PDF file, and in the order specified under title **SUBMITTAL OF Bid subpart D & E**. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-BID and will not have access to any other Bidder's submittals. The Bidder's E-BID may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-BIDs. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. She can be reached at (772) 871-7390. Questions shall be submitted in writing, at least **five (5)** days prior to the SRFP opening, if possible. Questions may be emailed to Cheryls@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals **(up to and including the Mayor and City Council)**, from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

The City of Port St. Lucie reserve the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Consultant may be used interchangeably.

Documents required for this E-Bid: Completed Questionnaire, W9, current Certificate of Insurance, Drug Free Workplace Form, Vendor Code of Ethics, Three Reference Forms, and Checklist.

INTENT **City of Port St. Lucie**

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando. The City incorporated in 1961 and is the largest City in the county and region. The City has been one of the fastest growing cities in Florida. The City is

approximately 121 square miles with a current population of almost 179,000 full time residents, and over 200,000 during the winter season. The growth is due to several reasons related to the quality of life including access to Interstate 95 and the Florida Turnpike and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 37, which is a reflection of the family orientation of the City, hence, the motto "A City for All Ages".

Complete information concerning the City, including the City codes and ordinances, all departments, financials and budget, is available on the City's web site at www.cityofpsl.com. The City provides Police, Parks and Recreation, Building, Code Enforcement, Animal Control, Public Works and Water and Sewer services.

The City of Port St. Lucie, Florida (City), is seeking proposals from qualified proposers, hereinafter referred to as the Consultant, to provide State of Florida Legislative Lobbyist Services and any additional lobbying services as requested for the City. These services shall include, representing and advocating for the City's position on issues considered by the Governor, administrative agencies, State Legislature and their committee, Federal Agencies and their committees and additional lobbying services as requested by the City.

SUBMITTAL OF E-BID

All proposals shall be submitted by completing and returning the Questionnaire. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic via DemandStar and be contained in one (1) file and in the order listed and no larger than twenty (20), 81/2 by 11 pages. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160140 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. Upload Documents in one (1) pdf file and in this order; Questionnaire for E-BID #20160140, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor Code of Ethics, three Reference forms, sample of marketing material and Checklist onto DemandStar by the due date and time.

E. Enter Amount on #15 of Page 19 on the web page for cost or you will receive an error message and your submittal will be denied.

F. The submittal button at the bottom of the page must be selected to complete the Bid response.

G. You may request the proposal by sending an email to purch@cityofpsl.com and also submitting your proposal to purch@cityofpsl.com by the due date and time.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit file submittal to no more than 1.5 mb and twenty (20) 81/2 x 11 pages.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	July 1 , 2016
Proposal Due	July 26 , 2016 @ 2:00:00 p.m. EST
Evaluation Committee Meeting *	August 3 , 2016 starting at 9:00 a.m. EST
Presentation (if requested) **	August 5, 2016 starting at 2:00 p.m. EST
City Council Meeting for Award	August 22, 2016 starting at 7:00 p.m. EST

* Committee will meet in the Conference Room (390) in the Procurement Management Department.
**Committee will meet in the Conference Room (390) in the Procurement Management Department

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Firm & Staff Experience and Qualifications (Question 2,4,5,6,7.8) Experience in State Lobbying Services, including major client successes	30
B. Firm Approach and Understanding of issues related to the City (Question 9)	10
C. Relationships, Resources and Capabilities- Existing with State and Florida Local Legislative Delegation (Question 10)	10
D. References, reports and other correspondences offered (Question 11)	10
E. Cost (Question 14)	40
Maximum Points	**100**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee individually will evaluate all responsive proposals based upon the information submitted and references on the above criterion. The committee shall meet at a public meeting and review individual scores and have the opportunity to group score. The Cost Criteria will be scored by the Procurement Management Department. The evaluation committee may choose to move forward with a recommendation to the City Council for award or elect to move to step two of the process. In step two, the committee may conduct discussions or request presentations from the finalists for further consideration. The evaluation committee will re-score the finalist on their presentations or responses to pre-determined questions. The scores from step one are no longer relative or considered in step two. The evaluation committee may then make a recommendation resulting from this process to the City Council.

SPECIAL REQUIREMENTS

Collusion - The City reserves the right to disqualify E-BIDs, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) E-BID from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer has an interest in more than one (1) E-BID for the

same work will be cause for rejection of all E-BIDs in which such Proposers are believed to have an interest. Any or all E-BIDs will be rejected if there is any reason to believe that collusion exists among the Proposers.

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

Protest

Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled CITY Council meeting that the Proposal will be scheduled to appear, and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

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"SAMPLE"
CITY OF PORT ST. LUCIE
CONTRACT #20160140

This CONTRACT, executed this ____ day of _____, 20__ by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, , a Florida Corporation, Telephone No. Fax No. , hereinafter called "Consultant", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Consultant has agreed to perform pursuant to E-BID#20160140, Lobbying Services, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email (with receipt confirmed), or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, MPA, CPPO, Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 7390 Fax 772 871 7337
Email: Cheryls@cityofpsl.com

City Project Manager: Daniel Holbrook, Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4042 Fax 772 871 5248
Email: dholbrook@cityofpsl.com

Scope of Work

1. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
2. Devise an overall funding strategy in light of shrinking opportunities.

3. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
4. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
5. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
6. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.
7. Provide legal and legislative expertise and consulting services.
8. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
9. Assist the City Council and City staff in the coordination and development of the City's legislative program and appropriation requests.
10. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
11. Work with the City Council, staff, and the St. Lucie County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
12. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
13. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the St. Lucie County Legislative Delegation.
14. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Consultant is not expected to prepare permit or grant applications.
15. Upon request, coordinate appointments/meetings between the City Council or other City staff, and appropriate state officials and legislators.

Deliverables

- Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly.
- The Consultant shall provide a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.
- Consultant shall provide written reports that summarizes the status of the City's legislative priorities provided within one (1) week of the closing of the session.
- The Consultant shall provide a detailed final written report on specific legislation and new requirements affecting the City within thirty (30) calendar days from the close of session.
- The Consultant shall provide at least monthly periodic written reports during the months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

SECTION II
TIME OF PERFORMANCE

Contract period shall start 1, 2016, and terminate , 2016, which is five years. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered

SECTION III
RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional five (5) year periods as needed. The fee shall be mutually agreed upon with each five (5) year renewal

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Consultant will be an annual firm fixed fee of $____ for a term of Five (5) years. The City will pay to the Consultant a one-time $10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

Fixed fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

Progress Payments- The Consultant shall be compensated for all work under this agreement at $ per month payable on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

ECTION V
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VI
INDEMNIFICATION/INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire

Medical expense $10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160140-Lobbying Services"**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and

request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Consultant to ensure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub consultants, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is $25,000.00 or more. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be paid at cost. No administration mark-ups will be paid. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be binding to all parties, final and conclusive.

SECTION IX
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All work performed shall comply with all federal, state, and local laws and

regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION X
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

SECTION XI
LICENSING

Consultant warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property.

SECTION XIII
ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV
TERMINATION

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

SECTION XV
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XVI
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XVII
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVIII
TRUTH-IN-NEGOTIATIONS

N/A

SECTION XIX
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manage in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

SECTION XX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of Page Left Blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of.....)

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(Seal)

QUESTIONNAIRE

E-BID#20160140
Lobbying Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

2. Number of years your firm has provided Florida state lobbying services._____
3. Number of total staff located within the Treasure Coast Area._____

4. List all proposed personnel that will be part of the team for the lobbying for the City, including title, qualifications, and years of experience with your firm and years of government lobbying in Florida and what Agencies that they were part of the lobbying team.

5. Provide in one (1) page a history of your organization and any other appropriate descriptive information.

6. Provide an organizational chart.

7. Provide a list of clients in the past five (5) years and include any major client lobbying successes and the year of that success and the personnel that were part of the team.

8. In two (2) pages demonstrate your firms experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.

9. In two (2) pages provide your firms understanding of issues related to the City and your firms lobbying approach.

10. In one (1) page provide your relationship, resources and capabilities with State and Florida local legislative delegates.

11. Complete the Reference Forms for three (3) Florida Agencies. Submit samples of monthly reports and other material that will distinguish your firm.

12. Does the firm or the above personnel have any business relationships that may create a conflict of interest if chosen by the City?

13. How do you distinguish yourself from the competition?

14. Will firm accept payment by VISA?
15. Total Annual Fixed Fee for five (5) years 5 X Annual Fee of $_____
(Includes all expenses, office & utilities, sub consultants fees, in-state travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.)

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-BID is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

_____ _____
Signature Title

DRUG-FREE WORKPLACE FORM

E-BID#20160140

Lobbying Services

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

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

_____
Bidder's Signature

_____
Date

Lobl

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

D DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: _____
Reference: _____ Fax #: _____
Email: _____ Telephone #: _____
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Lobbying Results _____ Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST

E-BID#20160140

Lobbying Services

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

_____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160140, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar by the due date and time.

_____ All questions on the questionnaire are complete and thoroughly answered

_____ Each Bid Addendum (when issued) is acknowledged

_____W9 Form

_____Current Certificate of Insurance

_____Drug Free Workplace Form

_____Read and Signed Vendor Code of Ethics

_____ Three Reference Forms

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____Checklist

"A City for All Ages"

CITY OF PORT ST. LUCIE

Electronic Sealed Request for Proposal for #20160140
(SRFP)

Lobbying Services

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
Cheryls@cityofpsl.com

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INVITATION TO E-BID

This is an Electronic Sealed Request for Proposal (SRFP) #20160140. The City of Port St. Lucie (City) is seeking Lobbying Services.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar or via email to purch@cityofpsl.com, in the Procurement Management Department, no later than July 26 **, 2016 at 2:00:00 P.M. EST.**

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007 or PDF. All must be contained in one (1) PDF file, and in the order specified under title **SUBMITTAL OF Bid subpart D & E**. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-BID and will not have access to any other Bidder's submittals. The Bidder's E-BID may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-BIDs. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. She can be reached at (772) 871-7390. Questions shall be submitted in writing, at least **five (5)** days prior to the SRFP opening, if possible. Questions may be emailed to Cheryls@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals **(up to and including the Mayor and City Council)**, from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

The City of Port St. Lucie reserve the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

For the purpose of this bid, the term Bidder, E-Bidder, Proposer and Consultant may be used interchangeably.

Documents required for this E-Bid: Completed Questionnaire, W9, current Certificate of Insurance, Drug Free Workplace Form, Vendor Code of Ethics, Three Reference Forms, and Checklist.

INTENT **City of Port St. Lucie**

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando. The City incorporated in 1961 and is the largest City in the county and region. The City has been one of the fastest growing cities in Florida. The City is

approximately 121 square miles with a current population of almost 179,000 full time residents, and over 200,000 during the winter season. The growth is due to several reasons related to the quality of life including access to Interstate 95 and the Florida Turnpike and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 37, which is a reflection of the family orientation of the City, hence, the motto "A City for All Ages".

Complete information concerning the City, including the City codes and ordinances, all departments, financials and budget, is available on the City's web site at www.cityofpsl.com. The City provides Police, Parks and Recreation, Building, Code Enforcement, Animal Control, Public Works and Water and Sewer services.

The City of Port St. Lucie, Florida (City), is seeking proposals from qualified proposers, hereinafter referred to as the Consultant, to provide State of Florida Legislative Lobbyist Services and any additional lobbying services as requested for the City. These services shall include, representing and advocating for the City's position on issues considered by the Governor, administrative agencies, State Legislature and their committee, Federal Agencies and their committees and additional lobbying services as requested by the City.

SUBMITTAL OF E-BID

All proposals shall be submitted by completing and returning the Questionnaire. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic via DemandStar and be contained in one (1) file and in the order listed and no larger than twenty (20), 81/2 by 11 pages. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160140 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the Questionnaire and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Questionnaire.

C. Electronically sign the Questionnaire where indicated.

D. Upload Documents in one (1) pdf file and in this order; Questionnaire for E-BID #20160140, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor Code of Ethics, three Reference forms, sample of marketing material and Checklist onto DemandStar by the due date and time.

E. Enter Amount on #15 of Page 19 on the web page for cost or you will receive an error message and your submittal will be denied.

F. The submittal button at the bottom of the page must be selected to complete the Bid response.

G. You may request the proposal by sending an email to purch@cityofpsl.com and also submitting your proposal to purch@cityofpsl.com by the due date and time.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit file submittal to no more than 1.5 mb and twenty (20) 81/2 x 11 pages.

NOTE: The City may not accept proposals from firms, that have had adversarial relationships with the City or firms that have represented entities that have had adversarial relationships with the City. This includes the firm, employees and financial or legal interests.

The City will not enter into a contract or conduct business with any firm or any personnel that is listed on the Federal, State, or other local government agencies' Excluded Parties List, Suspended List or Debarment List.

TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	July 1 , 2016
Proposal Due	July 26 , 2016 @ 2:00:00 p.m. EST
Evaluation Committee Meeting *	August 3 , 2016 starting at 9:00 a.m. EST
Presentation (if requested) **	August 5, 2016 starting at 2:00 p.m. EST
City Council Meeting for Award	August 22, 2016 starting at 7:00 p.m. EST

* Committee will meet in the Conference Room (390) in the Procurement Management Department.
**Committee will meet in the Conference Room (390) in the Procurement Management Department

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION AND AWARD

CRITERION	*MAXIMUM SCORE*
A. Firm & Staff Experience and Qualifications (Question 2,4,5,6,7.8) Experience in State Lobbying Services, including major client successes	30
B. Firm Approach and Understanding of issues related to the City (Question 9)	10
C. Relationships, Resources and Capabilities- Existing with State and Florida Local Legislative Delegation (Question 10)	10
D. References, reports and other correspondences offered (Question 11)	10
E. Cost (Question 14)	40
Maximum Points	**100**

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee individually will evaluate all responsive proposals based upon the information submitted and references on the above criterion. The committee shall meet at a public meeting and review individual scores and have the opportunity to group score. The Cost Criteria will be scored by the Procurement Management Department. The evaluation committee may choose to move forward with a recommendation to the City Council for award or elect to move to step two of the process. In step two, the committee may conduct discussions or request presentations from the finalists for further consideration. The evaluation committee will re-score the finalist on their presentations or responses to pre-determined questions. The scores from step one are no longer relative or considered in step two. The evaluation committee may then make a recommendation resulting from this process to the City Council.

SPECIAL REQUIREMENTS

Collusion - The City reserves the right to disqualify E-BIDs, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Proposer. More than one (1) E-BID from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Proposer has an interest in more than one (1) E-BID for the

same work will be cause for rejection of all E-BIDs in which such Proposers are believed to have an interest. Any or all E-BIDs will be rejected if there is any reason to believe that collusion exists among the Proposers.

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list." § 287.133(2) (a), Fla. Stat. (2010)

Protest

Any person who wishes to protest any issue pertaining to this Request for Proposal may do so by attending the scheduled CITY Council meeting that the Proposal will be scheduled to appear, and voicing their concerns at the 'Public to be heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

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"SAMPLE"
CITY OF PORT ST. LUCIE
CONTRACT #20160140

This CONTRACT, executed this ____ day of _____, 20__ by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, , a Florida Corporation, Telephone No. Fax No. , hereinafter called "Consultant", party of the second part.

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Consultant has agreed to perform pursuant to E-BID#20160140, Lobbying Services, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email (with receipt confirmed), or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, MPA, CPPO, Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 7390 Fax 772 871 7337
Email: Cheryls@cityofpsl.com

City Project Manager: Daniel Holbrook, Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4042 Fax 772 871 5248
Email: dholbrook@cityofpsl.com

Scope of Work

1. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the City's satisfaction.
2. Devise an overall funding strategy in light of shrinking opportunities.

3. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
4. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
5. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
6. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.
7. Provide legal and legislative expertise and consulting services.
8. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
9. Assist the City Council and City staff in the coordination and development of the City's legislative program and appropriation requests.
10. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City's adopted legislative program are considered, as well as other that may arise that affect the City.
11. Work with the City Council, staff, and the St. Lucie County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City's adopted legislative program.
12. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
13. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the St. Lucie County Legislative Delegation.
14. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its citizens, and specific legislation contained in the City's legislative program. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Consultant is not expected to prepare permit or grant applications.
15. Upon request, coordinate appointments/meetings between the City Council or other City staff, and appropriate state officials and legislators.

Deliverables

- Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly.
- The Consultant shall provide a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.
- Consultant shall provide written reports that summarizes the status of the City's legislative priorities provided within one (1) week of the closing of the session.
- The Consultant shall provide a detailed final written report on specific legislation and new requirements affecting the City within thirty (30) calendar days from the close of session.
- The Consultant shall provide at least monthly periodic written reports during the months that the legislature is not in session, on issues of interest or concern to the City. Such information may include, but not necessarily be limited to, action taken at interim committee meetings, rule making hearings, status of studies underway, and advance notice of legislation being proposed.

SECTION II
TIME OF PERFORMANCE

Contract period shall start 1, 2016, and terminate , 2016, which is five years. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered

SECTION III
RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional five (5) year periods as needed. The fee shall be mutually agreed upon with each five (5) year renewal

SECTION IV
COMPENSATION

The total amount to be paid by the City to the Consultant will be an annual firm fixed fee of $____ for a term of Five (5) years. The City will pay to the Consultant a one-time $10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

Fixed fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

Progress Payments- The Consultant shall be compensated for all work under this agreement at $ per month payable on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

ECTION V
CONFORMANCE WITH PROPOSAL

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the Request for Proposal and Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VI
INDEMNIFICATION/INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Consultant shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Consultant are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Consultant shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement shall be provided. Coverage shall apply on a primary basis. Should scope of work performed by Consultant qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire

Medical expense $10,000 any 1 person

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

The Consultant shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Consultant does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Consultant to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation shall be provided. Coverage shall apply on a primary basis.

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds $10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract # 20160140-Lobbying Services"**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

The Consultant shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Consultant shall agree to notify the insurer and

request the policy be endorsed with a Waiver of Transfer of Rights of Recovery against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy where a condition to the policy specifically prohibits such an endorsement, or voids coverage should Consultant enter into such a Contract on a pre-loss basis.

It shall be the responsibility of the Consultant to ensure that all subconsultants comply with the same insurance requirements referenced above.

All deductible amounts shall be paid for and be the responsibility of the Consultant for any and all claims under this Contract.

The Consultant may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City, by and through its Risk Management Department, reserves the right to, but not obligation, to review and reject any insurer providing coverage.

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any sub consultants, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION VIII
WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is $25,000.00 or more. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be paid at cost. No administration mark-ups will be paid. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be binding to all parties, final and conclusive.

SECTION IX
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All work performed shall comply with all federal, state, and local laws and

regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/).*

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
prr@cityofpsl.com

SECTION X
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

SECTION XI
LICENSING

Consultant warrants that he possesses all licenses and certificates necessary to perform the required work and is not in violation of any laws. Consultant warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property.

SECTION XIII
ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV
TERMINATION

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

The City may terminate this Contract with or without cause by giving the Consultant thirty (30) days' notice in writing. Upon delivery of said notice, the Consultant shall discontinue all services in connection with the performance of this Contract and shall proceed to promptly cancel all related existing third party contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder, and no charges, penalties or other costs shall be due Consultant except for work timely completed.

SECTION XV
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

SECTION XVI
APPROPRIATION APPROVAL

The Consultant acknowledges that the City of Port St Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Consultant agrees that, in the event such appropriation is not forthcoming, this Contract may be terminated by the City and that no charges, penalties or other costs shall be assessed.

SECTION XVII
PROHIBITION AGAINST CONTINGENT FEES

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

SECTION XVIII
TRUTH-IN-NEGOTIATIONS

N/A

SECTION XIX
CONFLICT OF INTEREST

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manage in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

SECTION XX
ENTIRE AGREEMENT

The written terms and provisions of this Contract shall supersede any and all prior verbal or written statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of Page Left Blank)

IN WITNESS WHEREOF, the parties have executed this Contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of.....)

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(Seal)

QUESTIONNAIRE

E-BID#20160140
Lobbying Services

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

_____
Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
   (This is a word document add lines as needed)

2. Number of years your firm has provided Florida state lobbying services._____
3. Number of total staff located within the Treasure Coast Area._____

4. List all proposed personnel that will be part of the team for the lobbying for the City, including title, qualifications, and years of experience with your firm and years of government lobbying in Florida and what Agencies that they were part of the lobbying team.

5. Provide in one (1) page a history of your organization and any other appropriate descriptive information.

6. Provide an organizational chart.

7. Provide a list of clients in the past five (5) years and include any major client lobbying successes and the year of that success and the personnel that were part of the team.

8. In two (2) pages demonstrate your firms experience and understanding of legal implications of proposed laws and proposals that have been under consideration by Florida administrative bodies, and how you assisted your past clients regarding same.

9. In two (2) pages provide your firms understanding of issues related to the City and your firms lobbying approach.

10. In one (1) page provide your relationship, resources and capabilities with State and Florida local legislative delegates.

11. Complete the Reference Forms for three (3) Florida Agencies. Submit samples of monthly reports and other material that will distinguish your firm.

12. Does the firm or the above personnel have any business relationships that may create a conflict of interest if chosen by the City?

13. How do you distinguish yourself from the competition?

14. Will firm accept payment by VISA?
15. Total Annual Fixed Fee for five (5) years 5 X Annual Fee of $_____
(Includes all expenses, office & utilities, sub consultants fees, in-state travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.)

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-BID is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

_____ _____
Signature Title

DRUG-FREE WORKPLACE FORM

E-BID#20160140

Lobbying Services

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or Contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

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

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

_____
Bidder's Signature

_____
Date

Lobl

"A City for All Ages"

VENDOR CODE OF ETHICS

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer _____

Signature _____

Printed Name and Title _____

Date _____

D DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

SRFP Number: 20160140

Title: Lobbying Services

Consultant: _____
Reference: _____ Fax #: _____
Email: _____ Telephone #: _____
Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Lobbying Services.

Name the Lobbying Services provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the lobbying.

Any issues with team or firm?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____ Communication_____
Lobbying Results _____ Cooperation _____
Timeliness_____ Reliability _____

Would you contract with this Consultant again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST

E-BID#20160140

Lobbying Services

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

_____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160140, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar by the due date and time.

_____ All questions on the questionnaire are complete and thoroughly answered

_____ Each Bid Addendum (when issued) is acknowledged

_____W9 Form

_____Current Certificate of Insurance

_____Drug Free Workplace Form

_____Read and Signed Vendor Code of Ethics

_____ Three Reference Forms

_____ Have reviewed the Contract and accept all City Terms and Conditions

_____Checklist

Notice # 1
SRFP # 20160140
Notice Date: 8/5/2016

Bid Name: Lobbying Services

Public Notice of Meeting

This is a public notice of a schedule change for the above solicitation. See below schedule:

REVIEW AND SELECTION PROCESS

Evaluation Committee Meeting *	August 10 , 2016 starting at 10:30 a.m. EST
Presentation (if requested) **	August 15, 2016 starting at 2:00 p.m. EST
City Council Meeting for Award	September 12, 2016 starting at 7:00 p.m. EST

User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

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Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Request for Proposal
Bid Number	RFP-20160140-0-2016/CS
Fiscal Year	2016
Bid Writer	**Cheryl Shanaberger, CPPO**
Bid Name	Lobbying Services
Bid Status	Under Evaluation
Bid Status Text	None
Award To	
Due Date/Time	7/26/2016 2:00 PM Eastern
Broadcast Date	7/1/2016
Bid Bond	no
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None
Scope of Work	Scope of Work

1. Develop an overall strategy with staff to ensure issues of concern to the City are addressed to the
2. City¡¦s satisfaction.
3. Devise an overall funding strategy in light of shrinking opportunities.
4. Identify relevant funding opportunities that may arise for which the City may qualify to apply; assist staff in submitting grant requests.
5. Work with the Florida delegation (Executive Branch and administrative offices, Florida Senate and House of Representatives) to ensure their understanding and support of projects for which the City is seeking assistance.
6. Draft letters to the members regarding issues of interest and concern to the City, thank you letters to staff after meetings or letters of appreciation.
7. Review on a continuing basis all existing and proposed State policies, programs, and legislation. Identify those issues that may affect the City or its citizens, and regularly inform the City as to these matters.
8. Provide legal and legislative expertise and consulting services.
9. Review the legislative policy statements adopted by the Florida League of Cities and the policy statements of other local governments and lobbying groups for the purpose of identifying issues which may either positively or negatively affect the City and make recommendations on policy.
10. Assist the City Council and City staff in the coordination and development of the City¡¦s legislative program and appropriation requests.
11. Monitor state legislative committee meetings, state agency hearings and meetings prior to and during the regular and special legislative session(s) at which specific issues within the City¡¦s adopted legislative program are considered, as well as other that may arise that affect the City.
12. Work with the City Council, staff, and the St. Lucie County Legislative Delegation to develop special or general legislation in keeping with, or supportive of, the City¡¦s adopted legislative program.
13. Develop and implement strategy for the support, opposition, or amendment of pending legislation by tracking bills regularly.
14. Testify and lobby before the Legislature, Governor, and Cabinet as necessary on behalf of the City, during the annual legislative session, extended, or special session(s) and at legislative committee meetings and meetings of the St. Lucie County Legislative Delegation.
15. Appear and testify before state agency hearings, rule making proceedings and other administrative agency or legislative meetings, as required, to promote, oppose, and seek passage of legislation affecting the City or its

citizens, and specific legislation contained in the City¡¦s legislative program. Upon request by the City, assist the City in coordinating applications and obtaining State permits and grants. The Consultant is not expected to prepare permit or grant applications.
16. Upon request, coordinate appointments/meetings between the City Council or other City staff, and appropriate state officials and legislators.

Deliverables

„« Required reports may include but not necessarily be limited to, personal briefings and information bulletins pertinent to any legislation, rules, or regulations, and other state policies or programs that affect the City and its citizens either directly or indirectly.
„« The Consultant shall provide a written summary report at the end of each week detailing legislative action taken during the week, status of legislative issues, anticipated action during the upcoming week, and suggested action plan that City administrators or elected officials may implement.
„« Consultant shall provide written reports that summarizes the status of the City¡¦s legislative priorities provided within one (1) week of the closing of the session.
„« The Consultant shall provide a detailed final written report on specific legislation and new requirements affecting the City within thirty (30) calendar days from the close of session.
„« The Consultant shall provide at least monthly periodic written reports during the months that the legi

E-Bidding Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening Yes

Required Documents
1. Checklist
2. Questionnaire
3. Drug Free Workplace Form
4. Current Certificate of Insurance
5. Reference Check Form
6. Vendor Code of Ethics
7. W-9 form

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

None

Publications

No Publications Data Found

Documents

EDIT

Bid Package **Bid Specifications** (Complete)

Commodity Codes

018-918-00 - CONSULTING SERVICES
018-918-32 - Consulting Services (Not Otherwise Classified)
018-961-51 - Lobby Services

Statistics

Planholders **There are 14 planholders for this bid**

Broadcast List **1186 suppliers have been notified**

Supplemental Suppliers **2 Supplemental Suppliers**

Filtered No

Post-Bid Viewers **0 viewer(s)**

<< Return

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User: **Shanaberger, CPPO, Cheryl** Organization: **City of Port St. Lucie, Procurement Management Department** Logout | Help

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Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	RFP-20160140-0-2016/CS
Bid Name	Lobbying Services
Bid Due Date	7/26/2016 2:00:00 PM Eastern time
Bid Opening	**Closed**

3 total responses found. ✓ online, offline, ▪ not submitting, ! not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	Ballard Partners, Inc.	7/26/2016 12:51:29 PM	403 East Park Avenue Tallahassee, FL 32301	$50,000.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Reference Check Form Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
2.	EBS Consulting	7/26/2016 10:49:17 AM	908 South Andrews Avenue Fort Lauderdale, FL 33316	$240,000.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Reference Check Form Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓	I am re-submitting since I have been unable to confirm receipt via email. Also, the amount above is for 5 years at $48,000 per year.	Details, Documents, History
3.	GrayRobinson, P.A.	7/26/2016 12:05:55 PM	301 South Bronough Street Suite 600 Tallahassee, FL 32301	$50,000.00		Checklist Questionnaire Drug Free Workplace Form Current Certificate of Insurance Reference Check Form Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

☐ Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

Cheryl Shanaberger

To: dean.cannon@gary-robinson.com; ellyn.bogdanoff@gmail.com; Brian Ballard
Subject: 20160140 Lobbying Services

The evaluation committee is in the process of reviewing your proposal. The committee appreciates the sample client reports that was submitted with the proposal and would appreciate you sending samples of any additional client reports that your firm supplies. Please send the additional sample reports by noon of August 8. Thank you.

Cheryl Shanaberger, MPA, CPPO
Director, Procurement Management Department
772 871 7390

BID OPENING ATTENDANCE
SRFP 20160140 Lobbying Services

July 26, 2016 @ 2:30 p.m.

	Agency	Print Name	E-Mail
1	Cheryl Sharabeger		
2	City PSL	Cheryl Sharabeger	cheryls@cityofpsl.com
3	City PSL	Sherri Hawes	shawes@cityofpsl.com
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

Firm	Ballard Partners, Inc.	EBS Consulting	GrayRobinson P.A.		
Firm Location	Tallahassee, Fl	Tallahassee, FL	Tallahassee, FL		
Yrs Business	18	4	46		
Staff in TC	4	0	0		
personnel	2 primary	1	6		
history	yes	yes	yes		
Organizatial chart	yes	1 person office	yes		
clients	yes	yes	yes		
legal implications	yes	yes	yes		
City issues	yes	yes	yes		
Relationships	yes	yes	yes		
reference 3	yes	yes	yes		
conflict	No	No	No		
Distinguish	yes	yes	yes		
VISA	no	no	yes		
Fee	$50,000.00	$48,000.00	$50,000.00		
addenda	yes	yes	yes		
W-9	yes	yes	yes		
Check List	yes	yes	yes		
insurance	yes	yes	yes		
City Terms & Conditions	yes	yes	yes		
vendor code of ethics	yes	yes	yes		
Price Calculator					
Firm	Cost	Lowest Cost Proposed	% of low	Multiplier	Total Point
Ballard Partners, Inc.	$ 50,000.00	$ 48,000.00	96.0%	40.00	38.4
EBS Consulting	$ 48,000.00	$ 48,000.00	100.0%	40.00	40
GrayRobinson P.A.	$ 50,000.00	$ 48,000.00	96.0%	40.00	38.4

Firm	Ballard Partners, Inc.	EBS Consulting	GrayRobinson P.A.		
Firm Location	Tallahassee, Fl	Tallahassee, FL	Tallahassee, FL		
Yrs Business	18	4	46		
Staff in TC	4	0	0		
personnel	2 primary	1	6		
history	yes	yes	yes		
Organizatial chart	yes	1 person office	yes		
clients	yes	yes	yes		
legal implications	yes	yes	yes		
City issues	yes	yes	yes		
Relationships	yes	yes	yes		
reference 3	yes	yes	yes		
conflict	No	No	No		
Distinguish	yes	yes	yes		
VISA	no	no	yes		
Fee	$50,000.00	$48,000.00	$50,000.00		
addenda	yes	yes	yes		
W-9	yes	yes	yes		
Check List	yes	yes	yes		
insurance	yes	yes	yes		
City Terms & Conditions	yes	yes	yes		
vendor code of ethics	yes	yes	yes		
Price Calculator					
Firm	Cost	Lowest Cost Proposed	% of low	Multiplier	Total Point
Ballard Partners, Inc.	$ 50,000.00	$ 48,000.00	96.0%	40.00	38.4
EBS Consulting	$ 48,000.00	$ 48,000.00	100.0%	40.00	40
GrayRobinson P.A.	$ 50,000.00	$ 48,000.00	96.0%	40.00	38.4

EVALUATION ATTENDANCE
SRFP 20160140 Lobbying Services

August 10, 2016 @ 10:30 a.m.

	Agency	Print Name	E-Mail
1	[illegible]		
2	City PSL	Cheryl Sharabega	
3	City of PSL	Ed Fry	
4	City of PSL	Daniel Holbrook	
5	City of PSL - USD	Donna Rhoden	
6	City of PSL - Legal	Ella Gilbert	
7			
8			
9			
10			
11			
12			
13			

RFP # 20160140 Title: Lobbying Services

Respondent: EBS Consulting

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Awesome approach and plan			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Daniel Holbrook (*please print*) Dept.: CMO

Signature: [signature] Date: 8-10-16

RFP # 20160140 Title: Lobbying Services

Respondent: Gary Robinson, P.A.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Committee reports are good but I didnt see a session summary			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Daniel Holbrook (*please print*) Dept.: CMO

Signature: [signature] Date: 8-10-16

RFP # 20160140 Title: Lobbying Services

Respondent: Ballard Partners, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: only two bios were provided			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: good summary reports			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Daniel Holbrook (please print) Dept.: CMO

Signature: [signature] Date: 8-10-16

RFP # 20160140 Title: Lobbying Services

Respondent: Ballard Partners, Inc.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Ella Gilbert (please print) Dept.: Legal

Signature: Ella Gilbert Date: 8-9-16

RFP # 20160140 Title: Lobbying Services

Respondent: EBS Consulting Services

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Most comprehensive demonstration of understanding City's current issues.			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Ella Gilbert (please print) Dept.: Legal

Signature: Ella Gilbert Date: 8-9-16

RFP # 20160140 Title: Lobbying Services

Respondent: Gray Robinson, P.A.

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Did not completely answer part two of question 8.			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Ella Gilbert (please print) Dept.: Legal

Signature: Ella Gilbert Date: 8-9-16

RFP # 20160140 Title: Lobbying Services

Respondent: Ballard

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Small staff assigned			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: No ref to City's established Legislative Priorities for past or current years			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Does not take Visa			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Sufficient representation			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Donna Rhoden (*please print*) Dept.: Utility Systems

Signature: Donna M Rhoden Date: 8/8/16

RFP # 20160140 Title: Lobbying Services

Respondent: EBS

A Criterion	B Weight Factor	C Maximum Points Independent Review	D Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 1 person Will she run for office again?			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: Mentioned several key issues, but could have learned from media headlines			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments: limited Offered to take Visa if necessary			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Donna Rhoden (please print) Dept.: Utility Systems

Signature: Donna M Rhoden Date: 8/8/14

RFP # 20160140 Title: Lobbying Services

Respondent: Gray Robinson

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Large staff - varied experience and expertise			
B. Firm Approach & Understanding (9)	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Familiar with City's Legislative Priorities list + commented on it			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 (4) 5	0 1 2 3 4 5
Comments: Takes Visa			
D. References, reports & other correspondences (11)	2	0 1 2 (3) 4 5	0 1 2 3 4 5
Comments: Should have chosen other than Disney that does not give referals			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Donna Rhoden (*please print*) Dept.: Utility Systems

Signature: Donna M Rhoden Date: 8-8-16

RFP # 20160140 Title: Lobbying Services

Respondent: Gray Robinson

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 46 years, staff - 19 years Tallahassee office, 10 other offices 6 staff for City			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin M. Fry, Jr. (please print) Dept.: Finance

Signature: Edwin M. Fry Date: 8/9/16

RFP # 20160140 Title: Lobbying Services

Respondent: Ballard Partners

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 18 years, staff - 18 years Tallahassee office, 6 other offices 2 staff for city			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin M. Fry, Jr. (please print) Dept.: Finance

Signature: Edwin M. Fry Date: 8/9/16

RFP # 20160140 Title: Lobbying Services

Respondent: EBS Consulting

A	B	C	D
Criterion	Weight Factor	Maximum Points Independent Review	Maximum Points Review with Panel
A. Firm & Staff experience & Qualifications (2,4-8)	6	0 1 2 3 4 5	0 1 2 3 4 5
Comments: 4 years - staff - 4 years Tallahassee office staff for city			
B. Firm Approach & Understanding (9)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
C. Relationships, Resources, Capabilities (10)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			
D. References, reports & other correspondences (11)	2	0 1 2 3 4 5	0 1 2 3 4 5
Comments:			

Instructions to Evaluator: Complete a separate evaluation form for each proposal reviewed. Each criterion must be assigned a score unless you are instructed otherwise on the form. Make additional notes in the "Comments" section for reference and discussion during meetings of the full evaluation panel.

The point values entered above reflect my best independent judgement of the merits of the identified respondent's proposal.

Committee Member: Edwin M. Fry, Jr. (please print) Dept.: Finance

Signature: Edwin M. Fry Date: 8/9/16

GUIDELINES FOR USING RFP EVALUATION FORM #20160140

The principle of fair and open competition in public procurement prohibits the use of any evaluation criteria other than those listed in the solicitation. These criteria must be applied to the responses without change, deletion, or expansion. A protest from a respondent whose proposal was rejected by an evaluation committee using criteria not identified in the published solicitation has a good chance of successfully protesting the award.

Weighting Scores:

Criteria that have more importance (weight) than others are assigned a multiplier or weight factor. Weights are fixed values that indicate the *relative importance* of the criterion, not the quality of the response. The weight factor 2 might represent *important; 4, more important;* and 5, *very important.* The established weights must be applied to the responses without change, deletion, or expansion.

Assigning points:

Points are awarded according to the quality of the response with respect to each criterion. On a 0 to 5 point scale, for example, 0 would represent an unacceptable response; 1, a poor response; 2, satisfactory; 3, good; 4, very good; and 5, excellent. (The 0 to 5 point scale is the easiest to apply).

Completing the form:

The form has four columns (lettered A through D). When the evaluator receives the form, Columns A and B is completely filled out: Column A identifies the criterion being scored; Column B shows the weight (1, 3, or 5, for example) assigned to each criterion. Columns C and D are filled out and contain the maximum number of points that can be assigned (on the 0 to 5 point scale shown previously, the maximum is 5).

In the first step in the independent review each committee member chooses the best response to each criterion from the responses received. That response is awarded the maximum point value, and the other responses are assigned fewer points according to how they compare with the best response. (In other words, the best response is determined in relation to the other responses rather than in relation to an ideal.) This process does not eliminate the possibility of multiple firms receiving the same score on one or more of the individual criteria. However, it is incumbent of the committee member to assess each response to identify, even if it is just one item, which differentiates one submittal as the very best in relation to the others. It is important to note that this in an **independent** review and there is to be no discussion or meeting at this time concerning the selection. You may make notes or mark down questions that may be addressed only during the committee meeting.

In order to work with responses that fail to address certain criteria or that take exception to them, the person may evaluate below the assigned point range and award zero or negative scores. For example, if a respondent states explicitly that a particular requirement will not be met, a negative score equal to the highest possible number of points (say, -5) is circled. If a respondent simply fails to address a requirement, a point value of zero is selected. The use of negative or zero scores should be discussed at the committee meeting. Below are some helpful tips:

- If the requirement (objective) is particularly difficult to meet and the proposal offers an approach which, with little or no risk, will yield a result which exceeds requirements qualitatively, the item should score 5 points, dependent upon the level of exceptional features offered.

- If the requirement is relatively difficult to meet, the majority of the factors are acceptable, no major deficiencies or risks exist therein, and the collective approach yields a qualitative benefit beyond that which is minimal, a score of 4 points should be assigned, dependent upon the benefits to be attained.

- If the majority of the factors meet standards, the requirement is not overly difficult to meet, and the factors which are deficient are of a very minor nature or are susceptible to easy correction, the item should be scored 3.

- If the majority of important factors are acceptable, but one or more factors is deficient and some minor risk is involved in the correction thereof, the score for the item should be 2.

- If a majority of the factors for the item are deficient and their correction, either collectively or individually, poses a serious problem in correction or has a "domino" effect on other design features, or the approach poses a high risk without means for correction, if the approach fails, or the approach is undesirable, a score of 1 should be assigned, with the lower score indicating a serious or severe condition.

As part of the independent review, committee members make brief comments under each criterion explaining the reasoning behind their scores. These notes may be used for reference during the full panel discussions if another committee member questions the points assigned.

Each committee member returns the evaluation form to the Contract Specialist on the date specified by following the routing instructions. The points in column C will be tallied by the Contract Specialist and the scores and rankings will be distributed to each committee member at the start of the public evaluation committee meeting.

When the full committee meets to review the proposals, some evaluators may wish to change their points due to information revealed at the panel meeting. For example, if a respondent included information in an attachment instead of in the main section of the proposal, committee members who overlooked the attachment and awarded lower points because of missing information would need to adjust their points in column D after evaluating the information.

Evaluators during the public committee meeting may adjust point values in Column D (Review with Panel). If no adjustment then Column C will be used for the total score.

The points entered in Column C must be independently arrived at and not represent a consensus of the panel. The only exception occurs when points are assigned as a result of a professional review (for example, the Finance or Procurement Management Department reports on the financial stability of each respondent and assigns a score to be entered on all panel members' forms)

Applying the criteria

A. **Firm & Staff Experience & Qualifications (Questions 2, 4-8).** This criterion examines corporate and individual experience. If the firm limits its work to specialized areas, does the principal area of specialization match the scope of work of the RFP, or is the work to be subcontracted? Do the qualifications of the principals, project manager, and project staff indicate that the firm can complete the tasks in a professional and satisfactory manner? Are the staff members profiled in the proposal those who will actually undertake the project? If not, their qualifications, no matter how impressive must be disregarded. Is the experience recent to have recent political x insights.

B. **Firm Approach and Understanding of issues related to the City (Question 9)** How does the respondent propose to perform the tasks? Is the methodology proposed for task management well defined or vague? How well organized is the respondent's effort? Is the proposal narrative a virtual copy of the RFP, or does it indicate that some independent thought and research was given to its preparation? Does the offer show understanding of City's specific concerns or did the proposal just indicate general concerns? Does the proposal address the intent of the RFP, or does it deal primarily with generalities? Is it a counteroffer to what the RFP called for and therefore non-responsive? Does the respondent explain the reason for any variations in content from the information requested in the RFP?

C. **Relationships, Resources and Capabilities (Question 10)** Will adequate staff and resources be available for the project? Will most of the work be done by the respondent's employees, or is much of the work to be done by subcontractors? Have the subcontractors' qualifications been submitted, and are they acceptable? Are relationships with State and Local legislative delegates extensive and are any located in Treasure Coast area.

D. **References, reports, other correspondences (Question 11)** Do the references indicate that the firm can handle the size and scope of the project? Are the references recent and representatives of the City's citizens.

E. Price- will be provided by PMD.

Scoring procedure for Presentations or Questions and Answers Sessions

At this phase of the process all firms that have been selected by the committee are deemed qualified and will now be selected only by the new criteria established by the committee.

If the committee determines to conduct presentations or a question and answer session then the following will apply:

The committee will determine which firms are selected for the session.

Non- CCNA process- If the committee determines to have presentations, the committee may request certain topics to be covered and will judge accordingly. Scoring may or may not be used as determined by the committee. The highest ranked firm will be selected for award recommendation.

The committee will also determine the format and length of the sessions.

The order of the presentations will be determined by a drawing of the firm's names.
The sessions will not be public; however minutes will be taken and will be public information after a recommendation has been submitted for award of the project.

PMD will tally the scores of the individual committee members.

A public meeting will convene to announce the results.

A tie score of only two firms will be determined by a coin toss which will take place during the above mentioned public meeting.

If two or more firms are tied, then the committee members will be requested to discuss, review and re- score.

PMD will compute the scores of the individual committee members when a tie breaker is needed.

The firm with the highest score will be recommended for award to the City Council.

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20160140
Evaluation Committee Members / Participants

I, Daniel Holbrook, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to SRFP# 20160140, Lobbying Services project during the evaluation process and before contract award.

Initials	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials	**Restricted Communications / Cone of Silence**

I acknowledge that to insure the proper and fair evaluation of a submittal, the City of Port St. Lucie prohibits any communication between any City employee, representative or official other than the Contract Administrator (PMD) prior to the time of award by City Council has been made. Communication between Respondent and the City will be initiated and coordinated by the Contract Administrator (PMD) in order to obtain information or clarification needed to develop a proper and accurate evaluation of the proposal.

Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials	**Release or Distribution of Information and/or Material**

Evaluation committee members have been provided vendor responses either in hard copy or electronic format. This information, hard copy or electronic, is NOT to be reproduced or distributed under any circumstance. Some information within the proposals may be proprietary and/or confidential. Release of any information will be coordinated by PMD only.

Initials	Non-Collusion

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials	Conflict of Interest

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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

I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: _____

Printed: David Holbrook

Date: 8/3/16

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20160140
Evaluation Committee Members / Participants

I, Edwin M. Fry Jr., an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to SRFP# 20160140, Lobbying Services project during the evaluation process and before contract award.

Initials BMF	**Applicability of the Florida Sunshine Law**

I acknowledge I have been informed and am aware the State of Florida Sunshine Law applies to meetings of the evaluation committee where decisions for recommendations to the City Council apply. I further recognize that discussions between committee members outside of public Evaluation Committee meetings is prohibited and in violation of the State of Florida Sunshine Law. All questions by evaluation committee members shall be directed to the Contract Administrator (PMD).

Initials BMF	**Restricted Communications / Cone of Silence**

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Communication related to this RFP is further restricted with any entity outside the City of Port St. Lucie. Including, but not limited to, sub-contractors of prime respondents, companies in the industry, other agencies or utility entities, etc . . .

Initials BMF	**Release or Distribution of Information and/or Material**

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Initials EMF	**Non-Collusion**

I acknowledge the following with regards to non-collusion in the evaluation process and my scoring:

1. The scores assigned in my evaluation have been arrived at independently and without consultation, communication or agreement with any other Evaluator other than those discussions taking place in a meeting of the Evaluation Committee meeting arranged by PMD.

2. That my scoring of each proposal has not been disclosed to any other Evaluator or person, and they will not be disclosed to other Evaluator except by the PMD during a meeting of the Evaluation Committee.

3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials EMF	**Conflict of Interest**

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

I recognize that employees are expected to honor the ethical obligations inherent in public service. These obligations go beyond mere legal obligations and demand from the employee a greater sensitivity to his or her conduct, as well as the public's perception of such conduct.

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I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: Edwin M. Fay Jr.

Printed: Edwin M. Fay, Jr.

Date: August 3, 2016

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20160140
Evaluation Committee Members / Participants

I, Donna Rhoden, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to SRFP# 20160140, Lobbying Services project during the evaluation process and before contract award.

Initials	Applicability of the Florida Sunshine Law

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Initials	Restricted Communications / Cone of Silence

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Initials	Non-Collusion

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Initials	Conflict of Interest

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I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: Donna M Rhoden

Printed: Donna M. Rhoden

Date: 8-8-14

City of Port St. Lucie, Florida

PARTICIPATION AGREEMENT
Request for Proposal #20160140
Evaluation Committee Members / Participants

I, Ella Gilbert, an individual official, employee, consultant, or subcontractor of or to the CITY OF PORT ST. LUCIE, FLORIDA hereby consent to the terms in this Agreement in consideration of my serving as an evaluation committee member (scoring or non-scoring) and being provided certain information related to SRFP# 20160140, Lobbying Services project during the evaluation process and before contract award.

Initials EMG	**Applicability of the Florida Sunshine Law**

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Initials EMG	**Release or Distribution of Information and/or Material**

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Initials EMB	**Non-Collusion**

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3. No attempt has been made or will be made to coerce or affect the scoring of any Evaluator.

Initials EMB	**Conflict of Interest**

I certify that I have no present conflict of interest on the above referenced project, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation of any consultant/contractor/vendor for selection on any contract if I have a conflict of interest or a potential conflict of interest. As set forth in Sections 112.313 Florida Statutes, employees may not have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or accept any obligation of any kind which is in conflict with the proper conduct of their duties in the public interest.

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I realize that violation of the above mentioned statute would be punishable in accordance with Section 112.317 Florida Statutes, and could result in disciplinary action by the City.

Signature: Ella Gilbert

Printed: Ella Gilbert

Date: 8/9/2016

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 8/22/16

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER JB

FROM: AZLINA GOLDSTEIN SIEGEL & JOHN J. FUMERO, INTERIM CITY ATTORNEYS

Agenda Item: Motion: SPECIAL LEGAL COUNSEL SERVICES AGREEMENT BETWEEN THE CITY AND NASON, YEAGER, GERSON, WHITE & LIOCE, P.A.

Submittal Date: 8/22/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Government Mission to provide Exceptional Municipal Services; and the City of Port St. Lucie Goal 1 – Financially Sound City, High Performance City Organization.

BACKGROUND: On February 19, 2016, the City Council appointed me as Acting City Attorney as I was an Assistant City Attorney at the time of the City's termination of the then City Attorney and expressed a desire to negotiate an agreement whereby I would serve as Interim City Attorney following my planned effective date of resignation of February 24, 2016 until a new City Attorney could be recruited and hired. On or about February 22, 2016, City Council approved the engagement of my new employer, Nason, Yeager, Gerson, White & Lioce, P.A. (the "Firm") to provide legal services as Interim City Attorney and entered into a City Attorney Legal Services Agreement with the Firm that became effective February 24, 2016. Under said agreement, the Firm was retained to serve as Interim City Attorney and to fulfill the duties of the City Attorney as specified by the City Charter and the agreement of the parties.

The City Council has recruited, selected and hired a new City Attorney. The Firm's provision of legal services to the City under the City Attorney Legal Services Agreement shall effectively be terminated and cease on August 31, 2016 as the City has recruited a new City Attorney whose effective date of hire and start date shall be September 1, 2016

ANALYSIS: It has been discussed with various City officials and representatives that there is a desire to engage in a stable and flexible contractual relationship with the Firm whereby the incoming City Attorney can be supported through a transition period while recognizing pricing efficiencies for special legal counsel services. Based on the legal expertise of the various attorneys at the Firm and the Firm's provision of City Attorney Legal Services to the City, the proposed Special Legal Counsel Services Agreement specifies certain matters for which there has been an expressed desire and recognized need for the Firm to provide the professional and legal services specifically contemplated therein and described below in this Council Agenda Memorandum. Accordingly the attached Special Legal Counsel Services Agreement is being presented to Council for consideration and approval. The following are the specific matters for which the Firm shall provide specialized legal counsel services:

1. Represent and/or provide legal counsel and strategic advice to the City and the Port St. Lucie Community Redevelopment Agency (the "Agency") on matters concerning the City Center Project, the pending legal proceedings of *City of Port St.*

Lucie, et al. v. PSL City Center, LLC, et al., Case No. 562012CA00494 and *Securities and Exchange Commission v. EB 5 Asset Manager, LLC, et al.*, Case No. 15-cv-62323-JAL, the SEC Receivership matters which shall include but are limited to any real estate negotiations and transactions and related development of the City Center Project, and any causes of action against third parties.

2. Represent the City on matter concerning the VGTI Project, the Receivership, matters concerning the lawsuit of *City of Port St. Lucie, et al. v. Vaccine and Gene Therapy Institute of Florida Corporation*, Case No. 2015CA000858, the VGTI Series 2010 Bonds, the management, sale or lease of the VGTI Property, and any related state or federal civil proceedings to protect the City's interests, and represent the City's interest in any pursuit, joinder, intervention in any state or federal civil proceedings against third parties.

3. Provide specialized legal counsel and advice to the Port St. Lucie Utility Systems Department on matters concerning the initiative to obtain a Consumptive Use Permit from the South Florida Water Management District for the McCarty Ranch Preserve Property, the annexation of the McCarty Ranch Extension Property, the conclusion of the pending legal proceedings of *St. Lucie County, et al. v. City of Port St. Lucie*, Case No. 2015CA000552 (Former Appellate Division Case No. 562013AP000029) and *Southern Fruit Groves, LLLP, et al. v. City of Port St. Lucie*, Case No. 562014AP000035, and any other matters related to the City's development and future use of its McCarty Ranch Preserve and McCarty Ranch Extension Properties.

4. Provide specialized legal counsel services on matters related to land use or zoning law, including representation of the City's Planning and Zoning Board.

FINANCIAL INFORMATION: The Firm shall perform the Specialized Legal Counsel Services described above and shall receive compensation for such services that are provided at a blended special governmental hourly fee of $245.00.

LEGAL INFORMATION: The Special Legal Counsel Services Agreement has been prepared by Azlina Goldstein Siegel, Interim City Attorney.

STAFF RECOMMENDATION: N/A.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 8/22/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Special Legal Counsel Services Agreement

CITY OF PORT ST. LUCIE

SPECIAL LEGAL COUNSEL SERVICES AGREEMENT

The **City of Port St. Lucie, a Florida municipal corporation**, with its principal place of business located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984 (the "City") and **Nason, Yeager, Gerson, White & Lioce, P.A., Attorneys at Law,** with offices located at 750 Park of Commerce Road, Suite 210, Boca Raton, Florida 33487 and 3001 PGA Boulevard, Suite 305, Palm Beach Gardens, Florida 33410 (the "Firm"), for and in consideration of the mutual covenants contained in this Special Legal Counsel Services Agreement (the "Agreement") and other good and valuable consideration, mutually agree as follows:

WHEREAS, the City Council retained an Interim City Attorney during the time it recruited a City Attorney following the City's February 16, 2016 termination of its contractual relationship with the then City Attorney;

WHEREAS, Attorneys at the Firm have served as Assistant City Attorney and Special Outside Legal Counsel to the City; and as such, are aware of the City's legal needs and priorities; and

WHEREAS, on or about February 22, 2016, City Council approved the engagement of the Firm to provide legal services as Interim City Attorney and entered into a City Attorney Legal Services Agreement with Firm that became effective February 24, 2016;

WHEREAS, the City and the Firm desire to facilitate a stable and flexible contractual relationship whereby the City and the incoming City Attorney can be supported through a transition period, while recognizing pricing efficiencies for special legal counsel services.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **SERVICES**. This Agreement shall serve to supersede, supplant, and effectively terminate

the City Attorney Legal Services Agreement dated February 24, 2016, and shall become effective September 1, 2016. The City hereby agrees to engage the Firm and the Firm agrees to provide the special legal counsel services to the City on the following matters and designated areas of law:

a. Represent and/or provide legal counsel and strategic advice to the City and the Port St. Lucie Community Redevelopment Agency (the "Agency") on matters concerning the City Center Project, the pending legal proceedings of *City of Port St. Lucie, et al. v. PSL City Center, LLC, et al.*, Case No. 562012CA00494 and *Securities and Exchange Commission v. EB 5 Asset Manager, LLC, et al.*, Case No. 15-cv-62323-JAL, the SEC Receivership matters which shall include but are limited to any real estate negotiations and transactions and related development of the City Center Project, and any causes of action against third parties.

b. Represent the City on matter concerning the VGTI Project, the Receivership, matters concerning the lawsuit of *City of Port St. Lucie, et al. v. Vaccine and Gene Therapy Institute of Florida Corporation*, Case No. 2015CA000858, the VGTI Series 2010 Bonds, the management, sale or lease of the VGTI Property, and any related state or federal civil proceedings to protect the City's interests, and represent the City's interest in any pursuit, joinder, intervention in any state or federal civil proceedings against third parties.

c. Provide specialized legal counsel and advice to the Port St. Lucie Utility Systems Department on matters concerning the initiative to obtain a Consumptive Use Permit from the South Florida Water Management District for the McCarty Ranch Preserve Property, the annexation of the McCarty Ranch Extension Property, the conclusion of the pending legal proceedings of *St. Lucie County, et al. v. City of Port St. Lucie*, Case No. 2015CA000552 (Former Appellate Division Case No. 562013AP000029) and *Southern Fruit Groves, LLLP, et al. v. City of Port St. Lucie*, Case No. 562014AP000035, and any other matters related to the City's development and future use of its McCarty Ranch Preserve and McCarty Ranch Extension Properties.

d. Provide specialized legal counsel services on matters related to land use or zoning law, including representation of the City's Planning and Zoning Board.

Accordingly, the City shall have access to the complete complement of practice groups and breadth of experience of the other attorneys at the Firm on an "as needed" basis to provide specialized legal services to the City, commensurate with this Agreement. Accordingly, the Firm was selected based upon the Firm's substantive and unique knowledge of governmental law, and the City's legal priorities and needs, but also to retain the institutional knowledge, and to provide continuity and stability to the Office of the City Attorney and the transition to the incoming City Attorney. Further, this Agreement does not encompass or affect the Firm's representation of the City on matters concerning the Crosstown Parkway Extension Project, and any related state or federal, civil or administrative proceedings pursuant to an engagement letter dated February 12, 2015.

2. **COMPENSATION, TERMS, AND CONDITIONS.** The Firm shall perform the Specialized Legal Counsel Services set forth hereinabove and shall receive compensation for such services that are provided at a blended special governmental hourly fee of $245.00, as set forth in Attachment A to this Agreement. In addition, the Firm charges for actual costs and expenses incurred and invoiced to the Firm on behalf of its representation of the City as contemplated under this Agreement. Attachment 1 sets forth the most commonly incurred costs and expenses. The Firm may advance such costs and seek reimbursement, with the underlying documentation, in the Firm's billings and invoices to the City. The Firm will bill the City on a monthly basis for professional and legal services rendered and expenses incurred in connection with its provision of such services for and on behalf of the City. The City hereby agrees to pay the amount of each statement and/or invoice in full within forty-five (45) days of the billing date. Payment of all invoices shall be timely remitted to the Firm. If payment is not received within forty-five (45) days of the billing date, then the Firm shall have the right to terminate this Agreement. In the event the City should question any items or any statement, then the City shall provide written notice of any such question within thirty (30) days of the billing date on the statement or invoice at issue.

3. **DURATION AND TERMINATION**. This Special Legal Counsel Services Agreement (the "Agreement") is effective as of September 1, 2016. The parties to this Agreement hereby agree that this Agreement is terminable at any time by the City Attorney or by a majority vote of the City Council of the City of Port St. Lucie, or otherwise terminated by the Firm by giving the City thirty (30) days prior written notice of the termination of this Agreement. Unless extended by the City Attorney or City Council, this Agreement shall terminate on September 1, 2017.

4. **ADMINISTRATION**. For ease and convenience of administration, the City Council hereby authorizes and designates, supplementarily, the City Attorney to provide direction and instructions to the Firm in the administration of this Agreement on behalf of the City Council. It is understood by the parties to this Agreement that the Firm shall perform the specialized legal counsel services described in this Agreement at such times and in such sequence as may be reasonably directed by the City and in compliance with any deadlines set by any court and by any applicable rules, laws and regulations.

5. **NOTICES**. All notices under this Agreement shall be in writing and shall be provided to the City at 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Attention: City Attorney, and to the Firm at 750 Park of Commerce Boulevard, Suite 210, Boca Raton, Florida 33487.

6. **SEVERABILITY**. If any provision or portion of this Agreement is held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed to be severable and shall remain in full force and effect.

7. **NON-LIABILITY FOR COSTS AND EXPENSES**. The Firm shall not be liable for actual, incurred costs or expenses that are reasonable and necessary, and shall be reimbursed by City for any actual reasonable and necessary expenses paid by the Firm in connection with the carrying out its duties hereunder.

8. **ACKNOWLEDGEMENT OF EXCLUSION OF WORKER'S COMPENSATION COVERAGE.** The Firm herein expressly agrees and acknowledges that it is an independent contractor. As such, it is expressly agreed and understood between the parties hereto, in entering into this professional

services contract, that City shall not be liable to the Firm for any benefits or coverage as provided by the Worker's Compensation Law of the State of Florida.

9. **PUBLIC RECORDS**. The Firm shall maintain files, available for inspection by the City Attorney, City Manager or their designees, containing documentation of costs and fees incurred in connection with this Agreement. In accordance with Chapter 119, Florida Statutes, any documents of any nature produced pursuant to this Agreement shall be a public record to the extent required by law. The reasonable cost of preparing and photocopying the documents for the City may be charged for said services.

10. **AMENDMENTS**. Any party may, from time-to-time, request changes under this Agreement. Such changes, which are mutually agreed upon, shall be incorporated in written amendments to this Agreement. This Agreement shall not preclude the City from engaging the services of the Firm on other matters that are not set forth herein and such an engagement may be accomplished through separate written instruments and/or engagement letters that shall not be deemed part of or incorporated into this Agreement.

11. **AGREEMENT AS INCLUDING ENTIRE AGREEMENT**. This instrument, including any attachments, embodies the entire agreement of the parties. There are no other provisions, terms, conditions, or obligations. This Agreement supersedes all previous oral or written communications, representations or agreements on this subject.

12. **LIABILITY**. The City shall defend the actions of the Firm in performing legal services on behalf of the City. As required by the City, the Firm shall maintain for their respective law firms, during the period of this Agreement, a professional liability insurance policy or policies professional liability coverage for the professional services to be rendered to the City under this Agreement.

13. **POWERS CONFERRED ON THE FIRM**. The Firm, through its attorney as their assigned to the matters set forth above, has the authority to file any papers necessary and proper in any action which it is authorized to prosecute or defend on behalf of the City, and the right and authority to do any and all things necessary and proper to protect the interest of the City. Any attorney employed by the

Firm may provide legal support services or representations under this Agreement.

14. **THE CLIENT**. The City of Port St. Lucie, acting by and through its City Council, as a collegial body, shall be considered Firm's client.

IN WITNESS WHEREOF, the parties hereto have caused this City of Port St. Lucie Legal Services Agreement to be executed in duplicate this _____ day of August, 2016.

WITNESS:

_____
[Signature]

_____
[Printed Name]

NASON, YEAGER, GERSON, WHITE & LIOCE, P.A.

By: _____
JOHN J. FUMERO, ESQ., Partner

ATTEST:

By: _____
KAREN A. PHILLIPS, City Clerk

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
GREGORY J. ORAVEC, Mayor

Approved as to form and Correctness:

_____
Print Name:_____
Title:_____

ATTACHMENT A

COMPENSATION FOR SPECIAL LEGAL COUNSEL

1. FEES

The Firm will be compensated for Special Counsel Legal Services at a discounted, blended governmental hourly rate as follows:

(a) $245 per hour of attorney time; and

(b) $95 per hour of certified paralegal time.

2. COSTS AND EXPENSES

The Firm shall only charge for actual costs and expenses incurred and invoiced by this Firm on behalf of this engagement. Attachment 1 sets forth the most commonly incurred costs and expenses. The Firm may advance these costs and seek reimbursement, with the underlying documentation, in our billings.

3. BILLING AND PAYMENT

The Firm shall bill the City on a monthly basis for services rendered and any expenses incurred in connection with the Firm's representation of the City. *See Attachment 1.*

ATTACHMENT 1	
Cost/Expense	**Typical Charges**
Computer Research	Actual usage.
Court Reporters	Direct invoice from vendor to client or paid from retainer.
Delivery Charges	Actual amount invoiced to firm. Mode of delivery based on need and economy.
Messenger Service	Actual amount invoiced to the firm.
Overnight Express	Actual amount invoiced to the firm.
Telefacsimile	Outgoing: No charge Incoming: No charge
Photocopying	Inside copies: $0.25/page Outside services: Actual amount invoiced to firm.
Secretarial Overtime	No charge
Telephone Charges	Actual long distance.
Temporary Help	Actual amount invoiced to the firm.
Travel-Local/Surface	Reasonable mileage or actual rental charges.
Travel-Out-of-Town	Intrastate: Actual common carrier charges for coach. Interstate: Actual common carrier charges for business class. Meals/Accommodations: Lowest corporate seasonal rate available, reasonable business related meal expenses.
Word Processing	No charge
Other Expenses	Actual cost invoiced to the firm. In selected cases, these items may be directly invoiced from vendor to client.