



"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, December 5, 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

Stephanie Morgan, Councilwoman

John Carvelli, Councilman

Shannon Martin, Vice Mayor

Jolien Caraballo, Councilwoman

District I

District II

District III

District IV

Administration

Russ Blackburn, City Manager

O. Reginald Osenton, 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, December 5, 2016

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**
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. **KEISER UNIVERSITY AT TRADITION – REQUEST TO CHANGE PUBLIC ART WORK, PLANNING AND ZONING DEPARTMENT**
 - C. **WPSL/WIRA CHRISTMAS KIDS, INC., REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE SEAFOOD ON THE SQUARE EVENT TO BE HELD ON DECEMBER 10, 2016, SIGNS SCHEDULED TO BE PLACED DECEMBER 6, 2016, THROUGH DECEMBER 13, 2016, CITY MANAGER**
 - D. **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION, UTILITY GENERATORS, AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20170060, PROCUREMENT MANAGEMENT DEPARTMENT**
 - E. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C), AND PARTICIPATE IN THE CLAY COUNTY FLORIDA RFP NUMBER 13/14-8,**

PRICE AGREEMENT FOR VARIOUS EQUIPMENT AND AMENITIES FOR PARKS AND PLAYGROUNDS WITH MULTIPLE VENDORS AS IDENTIFIED IN THE ATTACHED CLAY COUNTY BID RECOMMENDATION SHEET, #20170023, 2016/2017 EXPENDITURE FOR THIS PROJECT IS \$53,805.17, CONTRACT PERIOD IS FEBRUARY 12, 2014, THROUGH FEBRUARY 11, 2017, WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS, PROCUREMENT MANAGEMENT DEPARTMENT

- F. **STS MAINTAIN SERVICES, INC.,** MEDIAN MOWING AND LANDSCAPE MAINTENANCE SERVICES – BECKER/GATLIN, #20160132, UNIT PRICES OF \$28 PER ACRE OF MOWING AND \$0.01 PER LINEAR FOOT FOR EDGING, ESTIMATED ANNUAL COST IS \$168,101.28, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 5 YEARS WITH ONE FIVE YEAR TERM RENEWAL OPTION WITHOUT FURTHER COUNCIL APPROVAL, PROCUREMENT MANAGEMENT DEPARTMENT
- G. **ANNUAL TREASURY REPORT,** SEPTEMBER 30, 2016, FINANCE DEPARTMENT
- H. **DREAM IN COLOR PRINCESS SPA,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE TREASURE COAST TRADE AND REAL ESTATE EXPO TO BE HELD ON JANUARY 21, 2017, SIGNS SCHEDULED TO BE PLACED JANUARY 7, 2017, THROUGH JANUARY 21, 2017, CITY MANAGER

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

9. **OTHER PUBLIC HEARINGS**

10. **FIRST READING OF ORDINANCES**

11. **RESOLUTIONS**

- A. **RESOLUTION 16-R93,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 20 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF ENGINEERING, DESIGN & CONSTRUCTION, INC. (P16-174); PROVIDING AN EFFECTIVE DATE
- B. **RESOLUTION 16-R94,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, SUPPORTING A PARK AND RIDE LOT AND BUS TERMINAL TO BE KNOWN AS THE “JOBS EXPRESS BUS TERMINAL” LOCATED ON THE SOUTHEAST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET; PROVIDING AN EFFECTIVE DATE.

12. **UNFINISHED BUSINESS**

- A. **COUNCIL RULES DISCUSSION,** MAYOR & COUNCIL

13. **NEW BUSINESS**
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.

December Meeting Calendar

| DATE | MEETING | TIME | LOCATION |
|----------|--|------------|---|
| 12-5-16 | Special CRA Meeting | 6:00 p.m. | City Hall Complex Council Chambers Building A |
| 12-05-16 | Regular City Council Meeting | 7:00 p.m. | City Hall Complex Council Chambers Building A |
| 12-06-16 | Planning & Zoning Board Meeting | 1:30 p.m. | City Hall Complex Council Chambers Building A |
| 12-07-16 | Federation of Public Employees (FOPE) Meeting | 10:00 a.m. | City Hall Complex Room 366 Building A |
| 12-08-16 | Contractors' Examining Board Meeting | 9:30 a.m. | City Hall Complex Council Chambers Building A |
| 12-12-16 | Regular City Council Meeting | 7:00 p.m. | City Hall Complex Council Chambers Building A |
| 12-13-16 | Police Officer's Retirement Trust Fund Board Meeting | 2:00 p.m. | City Hall Complex Room 188 Building A |
| 12-14-16 | Special Magistrate Hearing | 9:00 a.m. | City Hall Complex Council Chambers Building A |
| 12-14-16 | Site Plan Review Committee Meeting | 1:30 p.m. | City Hall Complex Training Room Building B |
| 12-14-16 | Keep Port St. Lucie Beautiful Committee Meeting | 3:00 p.m. | City Hall Complex Room 188 Building A |
| 12-15-16 | Safety Review Board Meeting | 9:00 a.m. | City Hall Complex Room 366 Building A |
| 12-16-16 | Special City Council Meeting Facilities Tour | 8:00 a.m. | Bus Tour of City Facilities |
| 12-19-16 | City Council Workshop Meeting | 5:00 p.m. | City Hall Complex Council Chambers Building A |

CA120516

**NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
DECEMBER 5, 2016**

13. NEW BUSINESS

**a) DISCUSSION ON ITEMS FOR THE DECEMBER 19, 2016, CITY
COUNCIL WORKSHOP, CITY MANAGER**



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 12/5/16

TO: Mayor and City Council
THRU: Russ Blackburn, City Manager *RB*
FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning *PT*
Agenda Item: Motion: Keiser University at Tradition Public Art (P15-085)
Submittal Date: 11/23/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Expanded Leisure Activities and Objective 5: Expand arts in public places.

BACKGROUND: The site plan for Keiser University was approved by the City Council on December 7, 2015 and the building is under construction. At that time the artwork was proposed to be installed within the lobby of the building consisting of a sculpture and fine art prints by the artist, Romero Britto. The applicant has requested to change their artwork proposal to install four mosaic benches with artwork designed by Anita Prentice and two life size busts by sculptor Lazaro Valdez.

ANALYSIS: The proposed artwork is consistent with Section 162.05(E)(1) of the City Code which allows singular objects (sculpture) and artist designed amenities (benches).

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

NOTICE/ADVERTISING: None required.

STAFF RECOMMENDATION: Staff recommends approval of the attached artwork on site proposal.

PRESENTATION INFORMATION: Staff may provide a short presentation.

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: The property is located south of SW Discovery Way and west of Interstate 95.

ATTACHMENTS: Public Art Requirement Checklist, proposed artwork and site plan.

RECEIVED

NOV 22 2016

CITY MANAGER'S OFFICE



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 12/5/16

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager *RB*

FROM: Carmen Capezuto, Director of Neighborhood Services *CC*

Agenda Item: Motion: Request by Ryan Strickland on behalf of WPSL/WIRA Christmas Kids Inc., requesting City Sponsorship of the Seafood On The Square Event.

Submittal Date: 11/23/2016

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 as this is consistent with prior requests brought before City Council.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed December 6th thru December 13th 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code Compliance request letter
from Ryan Strickland, South Florida Event Manager.



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

Name of Organization: WPSL/WIRA Christmas Kids Inc.

Location of Event: Tradition Square

Number of Signs: 60

Date range of sign placement: 12/06/2016 to 12/13/2016

Contact Person: Ryan Strickland

Phone: (772) 337-1500

Email: Southfloridaeventmanagement@gmail.com

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

Staff Recommendation: Approve for Signs

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



City Hall
Attn.: City Manager
121 SW Port St. Lucie Blvd, Building A
Port Saint Lucie, FL 34952

Mr. Blackburn:

This note is regarding tee signage (street signage) for Seafood on the Square, 12/10/16, in the Town of Tradition and co-produced by South Florida Event Management (SFEM) and the WPSL/WIRA Christmas Kids, Inc.

Seafood on the Square would like to request the ability to display sixty (60) tee signs (street signage locations reference attached) in City right-of-ways signage. The dimensions of the mentioned signs are 18" by 24" inches. If approved, these signs will be placed five (5) days prior to the event and removed within forty-eight (48) hours post the event. The signs will be displayed for marketing purposes. The event agrees to pay all permitting fees, while displaying signage within requirements established by the city.

South Florida Event Management (SFEM) provides turnkey event services to make a profit while minimizing your risk. With in-house equipment and logistics team, SFEM can coordinate an event from start to finish. Annually, SFEM hosts multiple events within St. Lucie County. The reason for this note is to request the ability to display tee signs (street signage), within requirements, to promote Seafood on the Square.

Respectfully,

Ryan Strickland

South Florida Event Management
1592 SE Village Green Dr. Suite A
Port St. Lucie, FL 34952

772-418-5051 | southfloridaeventmgmt.com | southfloridaeventmanagement@gmail.com

Locations for corrugated event signage

- ✓ 1. US 1 and Port St. Lucie Blvd. - ~~Banner~~ - B&T corner only
- ✓ 2. US 1 and Jennings Road
- ✓ 3. US 1 and Lyngate/Tiffany - Banner
- ✓ 4. US 1 and Veterans Memorial/Walton Road
- ✓ 5. US 1 and Village Green Drive
- ✓ 6. Walton and Village Green Drive
- ✓ 7. Walton and Lennard
- ✓ 8. Port St. Lucie Blvd. and Morningside
- ✓ 9. Port St. Lucie Blvd. and Vet. Memorial Pkwy
- ✓ 10. Port St. Lucie Blvd. and Bayshore
- ✓ 11. Port St. Lucie Blvd. and Gatlin
- ✓ 12. Prima Vista and Bayshore Blvd. - Banner
- ✓ 13. Veterans Memorial Pkwy (Midport) & Lyngate Drive - Banner
- ✓ 14. Airoso Blvd. and St. James Drive
- ✓ 15. Bayshore Blvd. and Thornhill Drive
- ✓ 16. Gatlin Blvd. and Savona Blvd.
- ✓ 17. Airoso Blvd. and Floresta Drive
- ✓ 18. California Blvd. and Del Rio Blvd. -
- ✓ 19. Crosstown Pkwy and Casmere Blvd. - Banner south side only
20. Prima Vista Blvd. and Irving St. Churches side is county
21. Mariposa Ave. & Lennard Rd. SW corner is county
22. US 1 & Lennard Rd. NE corner is county
- ✓ 23. Tiffany Ave. & Hillmoor Dr.
- ✓ 24. PSL Blvd. & Gowin Dr.
- ✓ 25. Airoso Blvd. & Thornhill Dr.
- ✓ 26. Airoso Blvd. & Crosstown Pkwy.
- ✓ 27. Floresta Dr. & Thornhill Dr.
- ✓ 28. Gatlin Blvd. & Rosser Blvd.
- ✓ 29. Gatlin Blvd. & Import Dr.
- ✓ 30. Gatlin Blvd. & Savage Rd. - Banner

- ✓ 31. Savona Blvd. & California Blvd.
- State — 32. Gatlin Blvd. & I-95 W.
- ✓ 33. Becker Road & Southbend Blvd.
- NW corners are county — 34. Lennard Rd. & Melaleuca
- ✓ 35. Lennard Rd. & Hillmoor Dr.
- 36. Lennard Rd. & Tiffany Dr.
- ✓ 37. Darwin Blvd. & Tulip Blvd.
- State — 38. Becker Rd. & Fl. Turnpike Int. West
- State — 39. Becker Rd. & Fl. Turnpike Int. East
- ✓ 40. Gatlin Blvd. & Brescia St.
- ✓ 41. Becker Rd. & via Tesoro
- ✓ 42. Crosstown Pkwy & Cameo Blvd. - Banner
- ✓ 43. Crosstown Pkwy & Bayshore Blvd.
- ✓ 44. Rosser Blvd. & Aledo Dr.
- State — 45. Gatlin Blvd. & I-95 E.
- ✓ 46. Crosstown Pkwy & Sandia Dr.
- ✓ 47. Westmoreland Blvd. & Botanical Gardens
- ✓ 48. Walton Rd. & Main St.
- ✓ 49. Crosstown Pkwy & Commerce Blvd.
- State — 50. Becker Rd. & I-95 W
- State — 51. Becker Rd. & I-95 E.
- ✓ 52. St. James Dr. & Selvitz Rd.
- ✓ 53. Becker Rd. & PSL Blvd.
- ✓ 54. Becker Rd. & Savona Blvd.
- ✓ 55. Becker Rd. & Hallmark St.
- ✓ 56. St. James Dr. & St. James Blvd.
- State — 57. Veterans Mem. @ Post Office
- ✓ 58. Airoso Blvd. & Lakehurst Dr.
- ✓ 59. Becker Rd. & Kestor Ave.
- ✓ 60. Crosstown Pkwy & Fairgreen Rd.
- ✓ 61. PSL Blvd. & Floresta - Banner
- ✓ 62. PSL Blvd. & Airoso Blvd. - Banner - city Hall
- ✓ 63. PSL Blvd. & Cameo
- ✓ 64. PSL Blvd. & Cameo
- ✓ 65. PSL Blvd. & Dalton
- ✓ 66. PSL Blvd. & Darwin - Banner
- ✓ 67. Southbend Blvd. & Oakridge
- ✓ 68. PSL Blvd. & Paar Dr. - Banner
- ✓ 69. Becker Rd. & Darwin
- ✓ 70. PSL Blvd. & Tunis Ave.

City of Port St. Lucie
Code Compliance Division
121 S.W. Port St. Lucie Blvd, Bldg. B
Port St. Lucie, Fl. 34984
Phone: (772)871-5010
Fax: (772) 344-4181



Application for Special Event Sign

Please submit application to:
Specialeventpermits@cityofpsl.com

Name of Applicant: Ryan Strickland Date: 11/15/2016
Address of Applicant: 1592 SE Village Green Dr Ste A, City: Port St. Lucie State: FL Zip: 34952
Telephone number of Applicant: 772-337-1500 Cell: 772-380-6221
Email: southfloridaeventmanagement@gmail.com

Name of Business/Organization: WPSL/WIRA Christmas Kids, Inc.
Address of Business/Organization: 4100 Metzger Road, Fort Pierce, FL 34947

Purpose of sign: (Please check box that applies)

Special Event Sign (\$75) "Coming Soon" (Free) "Just Opened" (Free) Temporary Banner Construction Banner (Free)

Date(s) signs will be displayed: 12/06/2017-12/13/2017

~~Signs must be removed within 48 hours after the event. Initial: RPS~~

~~No signs are allowed to be placed in St. Lucie West. Initial: RPS~~

~~Will signs be located in Tradition? NO. If yes, permission from Tradition Development is needed.~~

Number of signs/banners located in City Limits? 60

I have attached a detailed list of all sign/banner locations? Yes

I have attached a drawing or picture of the sign(s) representing the dimensions of all signs/banners? Yes

I have attached the wording of all signs/banners I will be placing out? Yes

Responsible Agent for erecting and removing signs: South Florida Event Management

Phone Number: 772-337-1500

Driver's License Number: S362-735-82-363-0 Attach Copy of DL with Application Yes

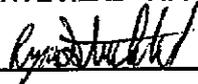
If you are claiming non-profit status, proof of non-profit status must be attached with the application YES

***Signs MAY NOT be placed in the city right-of-way, which includes the swale, unless permission from the City Council is granted. If this application requires City Council approval, please submit it at the Code Compliance office at least 3 weeks before your sign display date.**

Once the application is accepted by our office, the applicant will be contacted within 3-5 business days of approval

I, Ryan Strickland, do hereby agree to follow all city rules and regulations in the installing and removal of all signs, further, I understand that a special event sign permit does not give me or my group/organization permission to violate the City of Port St. Lucie sign codes, ordinances of any law. I am also aware of the special event sign code and if I do not pick up my signs and/or place my approved signs where indicated or allowed it is a violation of City Ordinance and may be subject to forfeiture of bond or littering citations per sign. I agree to indemnify and hold harmless the City of Port St. Lucie against any and all causes of action related to my, my business', and/or my employees' participation in the above event, and/or any and all causes of action arising out of the location and manner of said participation. Use of the City Logo is not permitted without specific authorization and approval by the City.

ACKNOWLEDGEMENT THAT I HAVE READ "APPENDIX A"

Applicants Signature: RPS  Date 11/15/16



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 12/5/16

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager 
Patricia Roebling, PE, Assistant City Manager, City Engineer
Cheryl Shanaberger, Director, Procurement Management
Department

FROM: Brenda Leo, Contract Specialist, Procurement Management
Department

Agenda Item: Motion: #20170060 - Declaration of Surplus Assets-Utilities

Submittal Date: 11/23/2016

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 listing of generators are expected to have that value and have been retired by the Utilities departments after determining there are excess stock. On June 23, 2014 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 attached generator 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 the items now will allow for an optimum price since most are in working order. 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 continues to see positive results using this process. Sixty six (66) vehicles, and nineteen (19) heavy/industrial equipment, to date have been

auctioned resulting in an average of 115% increase from similar vehicles sold previous onsite auctions.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: To declare the attached generator list 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: 12/5/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Equipment List, copies of 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

NOV 23 2015

CITY MANAGER'S OFFICE

Genrac 60KW

| FIXED ASSET | UNIT # | LOCATION | MODEL # | SERIAL # | HOURS | TRAILER | CONDITION |
|-------------|--------|------------|-----------------|----------|-------|---------|---------------------------|
| 11167 | UM2496 | SP-77 | SD60-5033970100 | 2082496 | 35.6 | NO | |
| 11169 | UM2516 | WP-90 | SD60-5035010100 | 2082516 | 117.2 | NO | |
| 11170 | UM2517 | ON TRAILER | SD60-5035010100 | 2082517 | 258.0 | YES | Runs need battery |
| 11174 | UM2553 | SP-86 | SD60-5034990100 | 2082553 | 82.7 | NO | |
| 11532 | UM2596 | NP-01 | SD60-5034760200 | 2082596 | 452.4 | NO | |
| 11374 | UM2612 | SP-83 | SD60-5034760200 | 2082612 | 14.9 | NO | |
| 11392 | UM2615 | NP-66 | SD60-5034950200 | 2082615 | 96.5 | NO | |
| 11373 | UM2642 | SP-76 | SD60-5034940200 | 2082642 | 166.4 | NO | |
| 11409 | UM2661 | ON TRAILER | SD60-5034920200 | 2082661 | 0.0 | YES | Electrical/missing parts |
| 11381 | UM2694 | NP-44 | SD60-5034910200 | 2082694 | 280.5 | NO | |
| 11386 | UM2707 | ON TRAILER | SD60-5034900200 | 2082707 | 35.5 | YES | Runs has broken Fan |
| 11385 | UM2708 | SP-85 | SD60-5034900200 | 2082708 | 38.7 | NO | |
| 11384 | UM2733 | WP-98 | SD60-5034720200 | 2082733 | 17.5 | NO | |
| 11401 | UM2802 | ON TRAILER | SD60-5194920300 | 2082802 | 71.6 | YES | Broken fan |
| 11400 | UM2824 | ON TRAILER | SD60-5034830200 | 2082824 | 114.0 | YES | Runs need battery/Rusty |
| 11389 | UM2825 | ON TRAILER | SD60-5034830200 | 2082825 | 270.0 | YES | Rusty |
| 11407 | UM2910 | WP-83 | SD60-5034770200 | 2082910 | 99.1 | NO | |
| 11536 | UM2962 | ON TRAILER | SD60-5133540400 | 2082962 | 2.2 | YES | Fuel leak/Battery |
| 11408 | UM2984 | SP-63 | SD60-5133540500 | 2082984 | 105.3 | NO | |
| 12209 | UM5229 | WP-71 | SD60-5800600200 | 2085229 | 90.9 | NO | |
| 12210 | UM5269 | WP-70 | SD60-5800600100 | 2085269 | 5.9 | NO | |
| 12213 | UM5327 | WP-82 | SD60-5800640200 | 2085327 | 75.3 | NO | |
| 12223 | UM5464 | ON TRAILER | SD60-5800660100 | 2085464 | 46.3 | YES | Runs need battery/Rusty |
| 12224 | UM5465 | ON TRAILER | SD60-5800660100 | 2085465 | 245.9 | YES | Rusty |
| 12226 | UM5558 | ON TRAILER | SD60-5800680200 | 2085558 | 1.0 | YES | battery/Main fuse problem |
| 12241 | UM5581 | SP-78 | SD60-5800680100 | 2085581 | 1.2 | NO | |
| 12227 | UM5582 | SP-04 | SD60-5800680100 | 2085582 | 1.4 | NO | |
| 12231 | UM5646 | NP-04 | SD60-5800700200 | 2085646 | 108.2 | NO | |
| 12251 | UM5762 | SP-82 | SD60-5800720100 | 2085762 | 21.6 | NO | |

Whisperwatt 40KW

| | | | | | | |
|--------|------------|------------|---------|---------|-----|--------------------|
| UM3086 | ON TRAILER | DCA-7055JU | 7302096 | unknown | YES | Electrical problem |
|--------|------------|------------|---------|---------|-----|--------------------|

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeannette Thompson 878-6431

DEPARTMENT Utilities - LFT Stations 13380

ITEM DESCRIPTION Genrac 60KW Generator UM-2496

ITEM LOCATION Pineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5033970100 SERIAL # 2082496 Hours 356

FIXED ASSET # 11167 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations 13380

ITEM DESCRIPTION Genrac 60KW Generator U/M-2516

ITEM LOCATION Prineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5035010100 SERIAL # 7082516 Hours 117.2

FIXED ASSET # 11169 EST. CURRENT VALUE \$ 5000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____ 11-22-16

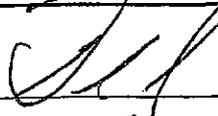
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 878-6431

DEPARTMENT Utilities - LFT Stations 13380

ITEM DESCRIPTION Genrac 60kW Generator w/Trailer UM-2517

ITEM LOCATION Prineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5035010100 SERIAL # 2082517 Hours 257.7

FIXED ASSET # 11170 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

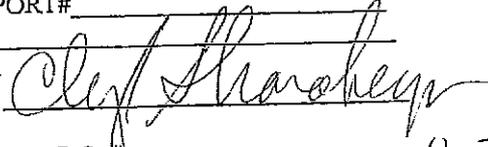
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O. # _____ 11-22-16

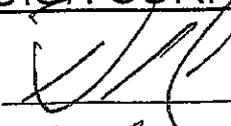
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - Lift Stations 13380

ITEM DESCRIPTION Genrac 60KW Generator UM-2553

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034990100 SERIAL # 2082553 Hours 82.7

FIXED ASSET # 11174 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

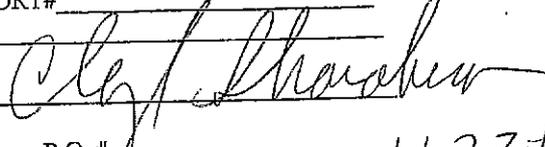
IF YES: ON WHAT ITEM _____

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.: 

RECIPIENT (METHOD) _____ P.O. # 142216

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations 13350

ITEM DESCRIPTION Genrac 60KW Generator U.M-2596

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034760200 SERIAL # 2082596 Hours 452.4

FIXED ASSET # 11532 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations 13380

ITEM DESCRIPTION Genrac 60kw Generator UM-2612

ITEM LOCATION Riceville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034760200 SERIAL # 2082612 Hours 14.9

FIXED ASSET # 11374 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____ TO DEPARTMENT _____

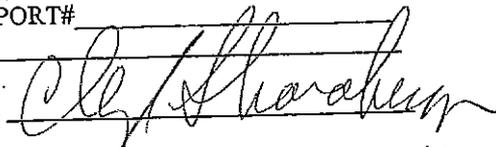
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-22-16

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - C&T Stations / 3380

ITEM DESCRIPTION Genrac 60KW Generator UM-2615

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034950200 SERIAL # 2082615 Hours 96.5

FIXED ASSET # 11392 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

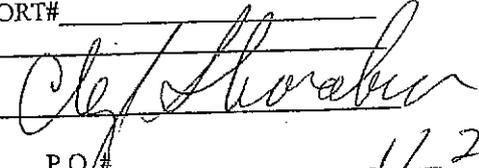
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED \$ _____ VENDOR _____

RECOMMENDATION:

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

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 

RECIPIENT (METHOD) _____ P.O.# 17-2246

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations 13380

ITEM DESCRIPTION Genrac 60KW Generator UIM-2642

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034940200 SERIAL # 2082642 Hours 166.4

FIXED ASSET # 11373 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____ 11-22-16

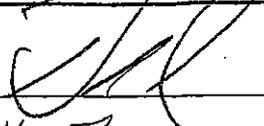
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 877-6431

DEPARTMENT Utilities - LFT Stations / 3380

ITEM DESCRIPTION Genrac 60kw Generator w/Trailer UM-2661

ITEM LOCATION Pineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034920200 SERIAL # 2082661 Hours 0.0

FIXED ASSET # 11409 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

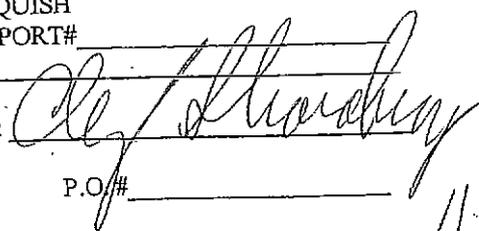
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

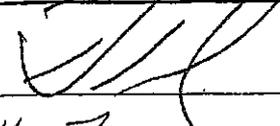
AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-22-16

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations / 3380

ITEM DESCRIPTION Genrac 60kw Generator UIM-2694

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SN60-5034 910 200 SERIAL # 2082694 Hours 280.5

FIXED ASSET # 11381 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____ TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

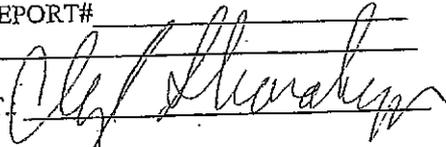
IF YES: ON WHAT ITEM _____

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. 

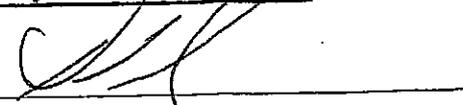
RECIPIENT (METHOD) _____ P.O. # _____ 11-22-16

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations 13380

ITEM DESCRIPTION Genrac 60KW Generator w/Trailer UM-2707

ITEM LOCATION Pineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034900200 SERIAL # 2082707 Hours 35.5

FIXED ASSET # 11.386.7 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

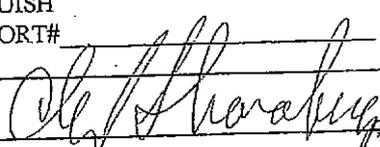
IF YES: ON WHAT ITEM _____

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.: 

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-22-16

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations / 3380

ITEM DESCRIPTION Genrac 60KW Generator UPM-2708

ITEM LOCATION Rineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034900200 SERIAL # 2082708 Hours 38.7

FIXED ASSET # 11385 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

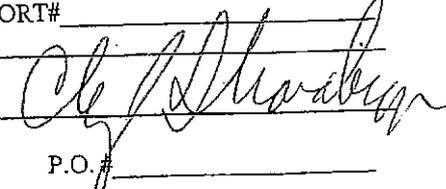
IF YES: ON WHAT ITEM _____

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.: 

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE / /

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

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-2733

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034720200 SERIAL # 2082733 Hours 17.5

FIXED ASSET # 11384 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

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Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeannette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator w/Trailer UM-2802

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5194920300 SERIAL # 2082802 Hours 71.6

FIXED ASSET # 11401 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

112216

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Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator w/Trailer UM-2824

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034830200 SERIAL # 2082824 Hours 112.4

FIXED ASSET # 11400 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock
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]

RECIPIENT (METHOD) _____ P.O. # 11-2216

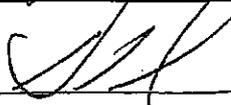
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator w/Trailer UM-2825

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034830200 SERIAL # 2082825 Hours 270.0

FIXED ASSET # 11389 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

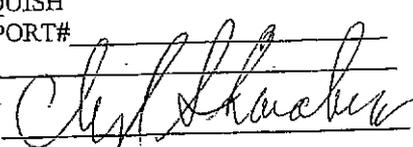
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O.# _____ 11-2266

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-2910

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5034770200 SERIAL # 2082910 Hours 99.1

FIXED ASSET # 11407 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock
TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

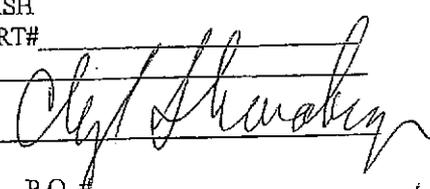
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

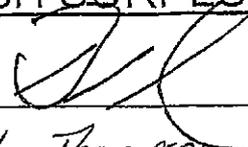
AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-22-16

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator w/ Trailer UM-2962

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # S660-5133540500 SERIAL # 2082962 Hours 2.2

FIXED ASSET # 11536 EST. CURRENT VALUE \$ 5,000

CONDITION: () EXCELLENT () GOOD () FAIR POOR () TRASH
Doesn't Run

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____ TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

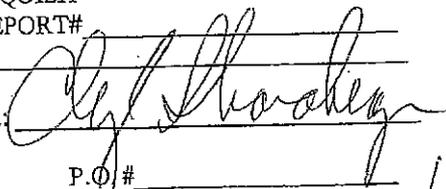
IF YES: ON WHAT ITEM _____

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. 

RECIPIENT (METHOD) _____ P.O.# _____ 112216

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

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Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 878-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-2984

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5133540500 SERIAL # 2082984 Hours 105.3

FIXED ASSET # 11408 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

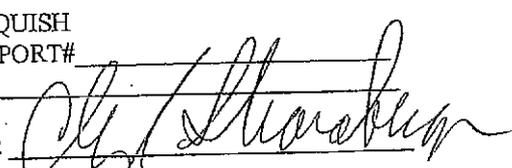
IF YES: ON WHAT ITEM _____

VALUE OFFERED \$ _____ VENDOR _____

RECOMMENDATION:

() TRADE-IN () RECYCLE/DISPOSE/RELINQUISH

() AUCTION () STOLEN POLICE REPORT# _____
DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 

RECIPIENT (METHOD) _____ P.O.# _____ 11-22-16

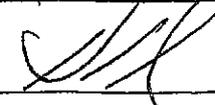
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeannette Thompson 878-6431

DEPARTMENT Utilities - C&T Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-5229

ITEM LOCATION Prineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800600200 SERIAL # 2085229 Hours 90.9

FIXED ASSET # 12209 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

IF YES: ON WHAT ITEM _____

VALUE OFFERED \$ _____ VENDOR _____

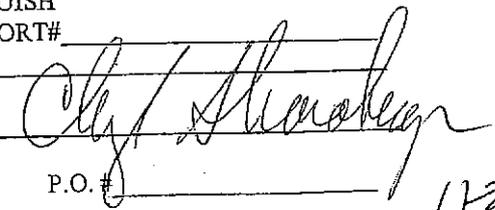
RECOMMENDATION:

() TRADE-IN

() AUCTION () RECYCLE/DISPOSE/RELINQUISH

ON LINE AUCTION () STOLEN POLICE REPORT# _____

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.:  P.O. # _____

RECIPIENT (METHOD) _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE / /

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

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 878-6431

DEPARTMENT Utilities - C&T Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-5269

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800600100 SERIAL # 2085269 HOURS 5.9

FIXED ASSET # 12210 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

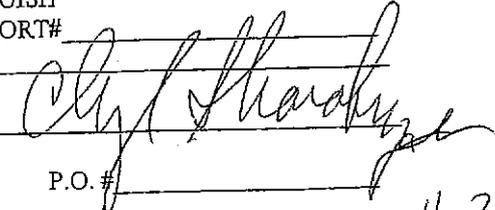
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

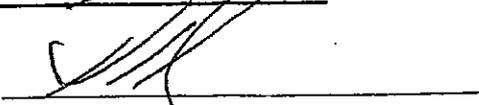
AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-22-16

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-5327

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800640200 SERIAL # 2085327 Hours 75.3

FIXED ASSET # 12213 EST. CURRENT VALUE \$ 5000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____ TO DEPARTMENT _____

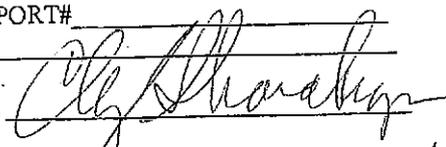
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O. # _____ 112216

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator w/Trailer UM-5464

ITEM LOCATION Prineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800660100 SERIAL # 2085464 Hours 46.3

FIXED ASSET # 12223 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ R.O. # _____ 117216

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CE

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - L&T Stations

ITEM DESCRIPTION Genrac 60KW Generator w/ Trailer UM-5465

ITEM LOCATION Prineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800660100 SERIAL # 2085465 Hours 195.1

FIXED ASSET # 12224 EST. CURRENT VALUE \$ 5000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____ 11-2216

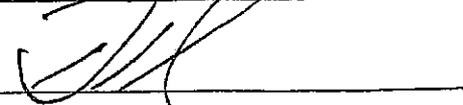
COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

cc

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 877-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator w/Trailer U#M-5558

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800680200 SERIAL # 2085558 Hours 1.0

FIXED ASSET # 12226 EST. CURRENT VALUE \$ 5000

CONDITION: () EXCELLENT () GOOD () FAIR () POOR () TRASH
Doesn't Run

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____

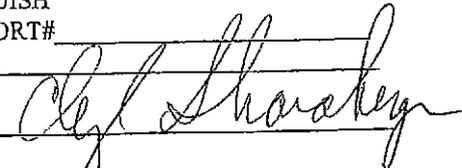
TO DEPARTMENT _____

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.: 

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

17226

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-5581

ITEM LOCATION Pineville Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800680100 SERIAL # 2085581 Hours 1.2

FIXED ASSET # 12241 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

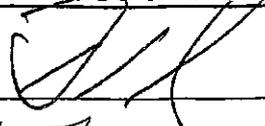
AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

112216

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeannette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-5582

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800680100 SERIAL # 2085582 Hours 1.4

FIXED ASSET # 12227 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____ TO DEPARTMENT _____

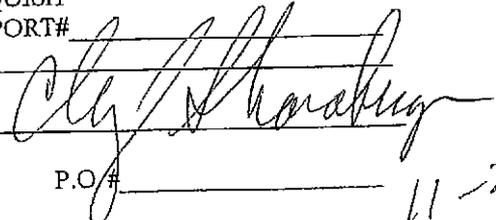
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1/

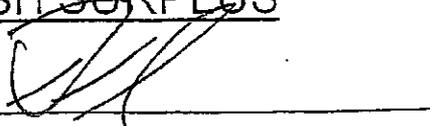
AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1/

11-22-16

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60KW Generator UM-5646

ITEM LOCATION Princeton Yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800700200 SERIAL # 2085646 Hours 1082

FIXED ASSET # 12231 EST. CURRENT VALUE \$ 5000

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

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

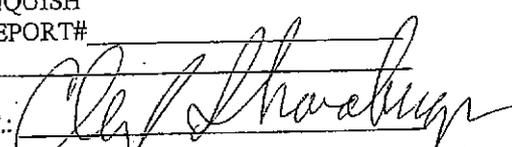
IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

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.: 

RECIPIENT (METHOD) _____ P.O.# _____ 11-27-16

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [Signature]

CONTACT PERSON AND TELEPHONE NUMBER Jeanette Thompson 873-6431

DEPARTMENT Utilities - LFT Stations

ITEM DESCRIPTION Genrac 60kw Generator UM-5762

ITEM LOCATION Pineville yard

MANUFACTURER Genrac Power systems

MODEL # SD60-5800720100 SERIAL # 2085762 Hours 21.6

FIXED ASSET # 12251 EST. CURRENT VALUE \$ 5,000

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

REASON FOR REQUEST Excess Stock

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]

RECIPIENT (METHOD) _____ P.O. # _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-2216

CC

Department Tracking # _____
Transaction # _____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 10/28/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) 

CONTACT PERSON AND TELEPHONE NUMBER Jennette Thompson 873-6431

DEPARTMENT Utilities Gift Station / 3380

ITEM DESCRIPTION Whisperwatt 40 kw Generator w/trailer UIM-3086

ITEM LOCATION Princetonville

MANUFACTURER Whisperwatt MQ Power

MODEL # DXA-7055JU SERIAL # 7302096 HOURS UNKNOWN

FIXED ASSET # N/A EST. CURRENT VALUE \$ _____

CONDITION: () EXCELLENT () GOOD () FAIR () POOR () TRASH
Doesn't Run

REASON FOR REQUEST Excess Stock

TRANSFER FROM DEPARTMENT _____
TO DEPARTMENT _____

IS ITEM TO BE USED AS A TRADE-IN? () YES () NO

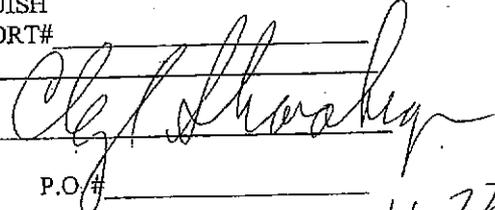
IF YES: ON WHAT ITEM _____

VALUE OFFERED \$ _____ VENDOR _____

RECOMMENDATION:

() TRADE-IN
() AUCTION
() ON LINE AUCTION
() RECYCLE/DISPOSE/RELINQUISH
() STOLEN POLICE REPORT#

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: 

RECIPIENT (METHOD) _____ P.O.# _____

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE 1/1

AUCTION ITEM # _____ VALUE RECEIVED \$ _____ DATE SOLD 1/1

11-22-16

CC



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 12/5/16

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager *RB*
 Patricia Roebing, PE, Assistant City Manager – City Engineer *PR*
 Sherman Conrad, Director, Parks and Recreation *BAK*
 Cheryl Shanaberger, Procurement Management Director *CS*

FROM: Brenda Leo, Contract Specialist

Agenda Item: Motion: 20170023 – New Playground Equipment – Sandhill Crane Park

Submittal Date: 11/23/2016

STRATEGIC PLAN LINK: Vision 2030 Guiding Principles, Principle H, Leisure Opportunities for an Active Life Style, Means #5, "Neighborhood and pocket parks throughout the City." And #7, "Wide variety of recreation offerings for all – recognized for excellence." Goals 2020, Goal 5, Expanded Leisure Activities, #2 "Develop more activity parkland."

BACKGROUND: The Sandhill Crane Park playground equipment is in need of repair as it is weathered and rusted. The Parks and Recreation Department has received a quote from REP Services, Inc. for the relocation, repair and replacement of the playground equipment. Rep Services Inc. has been selected using Clay County competitively bid contract to renovate the existing playground structure. Within this project, Rep Services Inc. will be replacing the main support beams under warranty that have become structurally compromised at no charge for the material. During the construction phase of this project we will be relocating the entire playground structure closer to the large pavilion and removing the playground sand to install the poured-in-place surfacing to better protect fall hazards. The reduction of the playground surrounding area will allow for patron benches and new sidewalk to be installed along the perimeter and allow for landscaping to be added for additional beautification purposes and shade.

ANALYSIS: Staff has reviewed the proposal from REP Services, Inc. and has determined the prices to be under budget for this project.

FINANCIAL INFORMATION: Funds are budgeted in the General Fund: Capital improvements other than buildings account.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Per Chapter 35.04(C) waive the bidding, good cause shown and participate in Clay County Florida RFP Number 13/14-8 Price Agreement for Various Equipment and Amenities for Parks and Playgrounds with multiple vendors as identified in the attached Clay County Bid Recommendation Sheet. The contract period is February 12, 2014 – February 11, 2017 with two (2), one (1) year renewal options. The 2017 fiscal year expenditure for this project is \$53,805.17.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: Sandhill Crane Park, 2355 SE Scenic Park Dr., Port St Lucie, FL 34952

ATTACHMENTS: Location Map, Copy of REP Services, Inc. Proposal #11348.04, Copy of Clay County Florida Bid Award Notice, Bid Recommendation Sheet, Price Agreement Contract, Bid Documents for RFP# 13/14-8, REP Services, Inc. Bid Reply

*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

NOV 23 2016

CITY MANAGER'S OFFICE

**BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY, FLORIDA**

REQUEST FOR PROPOSALS

**RFP No. 13/14-8, VARIOUS EQUIPMENT AND
AMENITIES FOR PARKS AND PLAYGROUNDS**

DUE DATE: Monday, January 6, 2014- 4:00 pm
OPEN DATE: Tuesday, January 7, 2014 -1:00 pm



Issued By:
Clay County Board of County Commissioners
Purchasing Division

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RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

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| Specifications | 13-17 |
| Bid Forms..... | 18-21 |
| Certification Regarding Debarment..... | 22 |
| No Bid Statement..... | 23 |
| Procedures for Bid Opening..... | 24-35 |

Attachments:

Form W-9

REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that sealed proposals will be received until 4:00 P.M., Monday, January 6, 2014, at the Clay County Administration Building, 4th floor, Reception Area, 477 Houston Street, Green Cove Springs, Florida 32043, for the following:

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

Proposals will be opened at 1:00 P.M., or as soon thereafter as possible, on Tuesday, January 7, 2014 in the Clay County Administration Building, Conference Room "B", fourth floor, 477 Houston Street, Green Cove Springs, Florida, in the presence of the Purchasing Department staff and all other interested persons.

The opened Proposals will be read aloud, examined for conformance to specifications, tabulated, and preserved in the custody of the Purchasing Department. The Budget, Finance and Human Services Committee of the Board will present its recommendations to the Board of County Commissioners as soon thereafter as possible.

Proposals will not be valid unless received by the proposal deadline and in a sealed envelope marked "**RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds**" to be received until 4:00 P.M., Monday, January 6, 2014. Envelopes are to be sent or delivered in person to the above address. No postal mail will be accepted.

During the bidding process, all prospective proposers are hereby prohibited from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state (as specified in Section P of Chapter 8 of the Purchasing Manual attached hereto). The no-contact rule set forth shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided for in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in the bid solicitation package. For information concerning procedures for responding to this Bid, contact the Purchasing Division, Donna Fish by email donna.fish@claycountygov.com or at (904) 278-3761.

The County reserves the right to waive formalities in any response, to reject any or all responses with or without cause, to waive technical and non-technical or non-material defects in the solicitation or submittal of any responses, including the lack of availability of adequate funds, regulatory agency requirements, to make award in part or completely, and/or to accept the response that, in its judgment, will be in the best interest of the County of Clay. Bid proposals in which the prices obviously are unbalanced will be rejected.

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: www.claycountygov.com/Departments/Purchasing/decision_bids.htm. THIS WEB PAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: www.claycountygov.com BY FOLLOWING THE "NOTICE OF INTENT BIDS" LINK UNDER THE "BUSINESS" ROLLOVER BUTTON ON THE COUNTY'S HOMEPAGE. NO OTHER NOTICE WILL BE POSTED.

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE, A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8. (N), OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

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

-----END OF NOTICE-----

BID ADVERTISEMENTS SCHEDULE

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

(CLAY TODAY) For publication on: November 28, 2013

(CLAY COUNTY WEBSITE) For: November 28, 2013

PLEASE SEND ORIGINAL INVOICE AND PROOF OF PUBLICATION TO:

Clay County Board of County Commissioners
Purchasing Department
477 Houston Street
Green Cove Springs, Florida 32043
ATTENTION: Donna Fish



S. C. Kopelovsos
County Manager

REQUEST FOR PROPOSAL INSTRUCTIONS

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

1. **Delivery and Receipt of Bids:** All sealed Proposals submitted shall be received by the Purchasing Division of Clay County, Florida.

Proposals submitted in person or by courier services will be received at:

Clay County Administrative Building
Fourth Floor, Reception Area
477 Houston Street, Green Cove Springs, Florida 32043

Four copies of the Proposal must be received in a sealed envelope. Proof of liability insurance, form W-9 taxpayer identification number, and bid information shall be included with all responses submitted.

The words **RFP #13/14-8, 'Various Equipment And Amenities For Parks And Playgrounds'** shall be clearly marked on the front and back of the envelope containing the Bid.

2. **Due Date and Opening Date:** Proposals will be received by carrier or in person until Monday, January 6, 2014 at 4:00 p.m. and will be opened on Tuesday, January 7, 2014 at 1:00 p.m. or soon thereafter, in the Clay County Administration Building, 477 Houston Street, Conference Room "B", Fourth Floor, Green Cove Springs, Florida. Bids will be reviewed by Clay County as soon thereafter as possible.
 - A. All Proposals will be "clocked" at the time they are received to indicate the time and date of receipt.
 - B. Proposals WILL NOT be accepted in person after the time and date specified.
 - C. Proposals received by carrier WILL NOT be accepted if they are received after the time and date specified regardless of the postmark or circumstances.
 - D. No postal mail will be accepted.
3. **Withdrawal of RFP:** Proposals may be withdrawn by a written or faxed request by the Bidder and received by the Manager of the Purchasing Division before the date and time for receiving Proposals has expired. Negligence on the part of the Bidder in preparing a Proposal is not grounds for withdrawal or modification of a Proposal after such Proposal has been opened by the County. Bidders may not withdraw or modify a Proposal after the appointed Bid Opening. Bidders may not assign or otherwise transfer their Proposals.
4. **Inquiries/Questions:** Any questions regarding this Proposal must be directed to **Donna Fish** (the authorized contact person) via email at donna.fish@claycountygov.com (preferred method) or by calling (904) 278-3761. Written inquiries/questions must be received by **December 18, 2013**. Responses to questions, clarifications, and addenda will be distributed to potential Bidders by email. It is the responsibility of interested Bidders to verify if this information has been issued prior to submitting a Bid.

5. **No Contact Period:** During the Bidding process, all prospective Bidders are hereby prohibited from contacting (1) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (2) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any Bid submitted by the violator, as specified in Section P of Chapter 8 of the Clay County Purchasing Manual. **Exceptions:** The no-contact rule set forth shall not apply to inquiries submitted to the authorized contact person, the pre-bid conference, or to formal presentations by finalists to the Board of County Commissioners or to the County's evaluation committee.
6. **Award:** The Bid will be awarded to the responsible Bidder(s) submitting a Bid determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to award to multiple bidders. The County reserves the right to request any additional information from Bidders after Bid Opening and before award as may be necessary to assist in review and evaluation of any Bid prior to submittal of a recommendation for award to the Board of County Commissioners.
7. **Waiver of Formalities/Rejection of Bids:** The County reserves the right to waive informalities in any Bid, to reject any or all Bids with or without cause, to waive irregularities/technicalities, and waive technical and non-technical or non-material defects in the Bid document or submittal of any Bid. The County reserves the right to make award either in part or completely, and/or to accept the Bid that, in its judgment, will be in the best interest of the County. Bids in which the prices obviously are unbalanced will be rejected. The County reserves the right to reject any and all Bids and to re-advertise for all or any part of this solicitation as deemed in its best interest.
8. **Cancellation of Bid:** Clay County reserves the right to cancel a solicitation at any time prior to approval of the award. The decision to cancel a solicitation cannot be the basis for a protest under the formal protest process as referenced herein.
9. **No Bid:** Each company not intending to respond to this Bid should reply with a written "No Bid Statement". Such action will maintain the company on the appropriate active Bidder solicitation list. Three (3) failures to respond to solicitations may result in deletion from the Bidder solicitation list.
10. **Bid Errors:** Where Bid forms have erasures or corrections, each erasure or correction must be initialed in ink by the Bidder. In case of unit price Bid items, if an error is committed in the extension of an item, the unit price as shown in the Bid response will govern. Errors between any sum, computed by the Bidder, and the correct sum thereof will be resolved in favor of the correct sum. Any discrepancy between words and numbers will be resolved in favor of the written words.
11. **Deviations:** Bidders are hereby advised the County will only consider Bids that meet the specifications and other requirements imposed upon them by this Bid document. In instances where a deviation is stated in the Bid Form, said Bid will be subject to rejection by the

County in recognition of the fact that said Bid does not meet the exact requirements imposed upon the Bidder by the Bid or Contract documents.

12. **Bid Protests:** Any company affected adversely by the County's decision may file with the County Purchasing Division a "Notice of Protest" in writing within 72 hours after the posting of the recommended award. Failure to file a written Notice of Protest shall constitute a waiver of proceedings under Chapter 8 (N) of the Clay County Purchasing Policies. Failure to file a written petition initiating a formal protest proceeding within the time frame and in the manner prescribed in Section 8. (N) of said policy shall constitute a waiver of the right to protest the Bid solicitation, any addendum thereto, or the Bid award recommendation or decision, and to initiate a formal protest proceeding under said policy. The County's Purchasing policy may be viewed at the County's website by following the appropriate links from the Homepage.
13. **Public Entity Crimes:** Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid for a Contract to provide any goods or services to a public entity, may not submit a Bid for a Contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. By submitting a Bid, Bidder attests that they have not been placed on the "Convicted Vendor List".

Debarment: By submitting a proposal, the proposer certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any subdivision or agency of the State of Florida.

14. **Laws and Regulations:** The Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this solicitation. The Bidder shall be familiar with all federal, state and local laws that may affect the goods and/or services offered. All applicable Federal and State laws, municipal and Clay County ordinances, and the rules and regulations of all authorities having jurisdiction over any part of the project shall apply to the entire project and Contract.
15. **Copyright Restrictions:** Both the County seal and the County logo are being registered for a copyright. Neither the Clay County seal nor the logo may be used or provided to non-Clay County government users for use on company Bids, presentations, etc.
16. **Indemnification:** The awarded Bidder shall indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or

intentionally wrongful conduct of the company and other persons employed or utilized by the company in the performance of the Contract. The provisions of Florida Statute 768.28 applicable to Clay County, Florida apply in full to this Contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of the County acting within the scope of his/her office or employment are subject to the limitations specified in this statute.

No officer, employee or agent of the County acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for any or damage suffered as a result of any act, event, or failure to act. The County shall not be liable in tort for the acts or omissions of an officer, employee, or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

17. Insurance Requirements: Prior to commencement of the project, the awarded Bidder shall provide the County Purchasing Division with proof of the following insurance:

a. Commercial General Liability

| | |
|--|-------------|
| 1. General Aggregate | \$1,000,000 |
| 2. Products and Completed Operations Aggregate | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |
| 5. Fire Damage (any one fire) | \$ 50,000 |
| 6. Medical Expense (any one person) | \$ 5,000 |

b. Automobile Liability

| | |
|---|-------------|
| 1. Any automobile-Combined bodily injury/ property damage, with minimum limits for all additional coverages as required by Florida law | \$1,000,000 |
|---|-------------|

c. Workers Compensation/Employers Liability

| | |
|--|------------|
| 1. Workers Compensation statutory limits | |
| 2. Employers Liability | |
| a. Each Accident | \$ 100,000 |
| b. Disease-Policy | \$ 500,000 |
| c. Disease-Each Employee | \$ 100,000 |

d. Professional Liability when required by Contract-per occurrence \$ 1,000,000

The awarded Bidder must maintain insurance coverage at the above-prescribed levels through the date of completion of the project and such coverage must include all independent Contractors and Subcontractors. Either prior to, or simultaneously with the execution of the Contract, the awarded Bidder must deliver certificates of insurance for the required insurance

coverage to the County naming "Clay County, a political subdivision of the State of Florida, the Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insured." Said certificates of insurance shall also include a thirty-day prior written notice of cancellation, modification or non-renewal to be provided to the County.

18. **Performance and Payment Bond Requirements:** Performance and Payment Bonds are not required for projects of \$200,000⁰⁰ or less. Prior to commencement of a project exceeding \$200,000⁰⁰, the awarded Bidder shall file a 100% Performance Bond and Payment Bond (using Clay County's Standard Form) with the Office of the Clerk of Circuit Court, Recording Dept./Room 130, 825 North Orange Avenue, Green Cove Springs, Florida 32043-2525. A copy of the Performance and Payment Bonds shall be provided prior to the commencement of construction to Clay County Purchasing Division, PO Box 1366, Green Cove Springs, Florida 32043-1366. Performance and Payment Bonds must be increased in accordance with any change order increases on the project.
19. **Bid Preparation Costs:** By submission of a Bid, the Bidder agrees that all costs associated with the preparation of his/her Bid will be the sole responsibility of the Bidder and shall not be borne by the County. The Bidder also agrees that the County bears no responsibility for any costs associated with the preparation of their Bid and/or any administrative or judicial proceedings resulting from the solicitation process.
20. **Contractor Qualifications and Requirements:** At the time of Bid Opening, all Bidders must be certified or registered pursuant to Chapter 489, Florida Statutes, or hold a Clay County certification under Article III of Chapter 7 of the Clay County Code, as applicable, at the time of submitting a Bid. All Bidders must submit evidence of current state certification or registration, or County certification, as applicable, prior to award of this Bid.

The following licensing requirements shall apply when the applicable Florida statute mandates specific licensing for Contractors engaged in the type of work covered by this solicitation.

- a. State of Florida, Department of Professional Regulation, Construction Industries Licensing Board and licensed by other federal, state, regional, county or municipal agencies having jurisdiction over the specified construction work.
- b. Said licenses shall be in the Bidder's name as it appears on the Bid Form. Bidder shall supply a copy of each applicable license showing the appropriate license numbers, with expiration dates as required by the County. Failure to hold and provide proof of proper licensing, certification and registration may be grounds for rejection of the Bid and/or termination of the Contract.
- c. Subcontractors Contracted by the Prime Contractor shall be licensed in their respective fields to obtain construction permits from the County. Said license must be in the name of the subcontractor.

The following licensing requirements shall apply when applicable (Contractor Prequalification):

Florida Law and Rules of the State of Florida, Department of Transportation, require contractors to be prequalified with the Department in order to bid for the performance of road, bridge, or public transportation construction contracts greater than \$250,000.00. The Contractor Prequalification process results in the issuance of a Certificate of Qualification for each successful applicant which lists the approved work classes and the Maximum Capacity Rating in dollars. It is the responsibility of potential bidders to review the requirement and meet the qualifications listed at: http://www.dot.state.fl.us/cc-admin/PreQual_Info/prequalified.shtm. Contractors not meeting the applicable work types associated with the scope of the work may utilize subcontractors to assist with meeting the requirement of all necessary prequalification work classes.

The County shall have the right to review the references, experience of assigned personnel, and qualifications of the Contractor in order to make the final determination of acceptability of the Contractor to be awarded the Contract and construct the work.

The Board of County Commissioners may reject, at its sole discretion, any Bidder the Commission finds to lack, or who's present or former executive employees, officers, directors, stockholders, partners or owners are found by the Commission to lack honesty, integrity, or moral responsibility. The Commission's finding may be based on any of the following factors: the disclosure required herein, the County's own investigation, public records, or any other reliable source of information. The Commission may also reject any Bidder failing to make the disclosure required herein. By submitting a Bid, Bidder recognizes and accepts that the Board of County Commissioners may reject any Bid at its sole discretion and the Bidder waives any claim it might have for damages or other relief arising from the rejection of its Bid or resulting directly or indirectly from the rejection of its Bid based on these grounds or from the disclosure of any pertinent information relating to the reasons for rejection of its Bid.

21. **Subcontractors:** The County reserves the right to approve all Subcontractors for this Contract. If Subcontractors are to be utilized, their names and references must be included by completing the Subcontractor form if provided within this Bid. Responsibility for the performance of the Contract remains with the main Contractor exclusively.

After the commencement of the project, subcontractors may be added or modified during the Contract period only with prior written permission from the County, and only for reasonable cause, as judged by the County.

22. **Interpretation of Plans and Specifications:** No interpretation of the meaning of the plans, specifications, or other Contract documents will be made to any Bidder orally. Every request for interpretation should be in writing addressed to the Purchasing Division. To be given consideration, such requests must be received no later than December 18, 2013.

Any and all such interpretations and any supplemental instructions will be in the form of a written addendum. All Addenda issued shall become part of the Bid and Contract documents, and receipt must be acknowledged on the Bid Form, or by completion of the applicable information on the Addendum and submitting it with their Bid. Failure to acknowledge Addenda which have no effect on the competitive nature of the bidding process may be a waiveable deviation at the County's sole discretion.

23. **Execution of Contract and Notice to Proceed:** The awarded Bidder may be required to sign a written Contract. Said Contract will evidence in written form the agreement between the parties.
24. All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than 45 days from receipt of proper invoice.

Bid Specifications for Price Agreement Contract
RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds
(As provided by Parks and Recreation Division)

SCOPE:

The purpose of this bid invitation is to establish a firm, fixed percentage discount from manufacturer's and/or bidder's current catalog/supply/product information price list for the purchase of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. Additionally, this bid invitation shall also establish a firm, fixed percentage of manufacturer's and/or bidder's current catalog/supply/product information price list, after applying the above requested discount for purchase, for the installation of various equipment and amenities for parks and playgrounds as requested by the Clay County Division of Parks and Recreation. It is understood that bidder's current catalog/supply/product information price list are subject to change; however, percentages shall remain fixed. No extra charges or compensation will be allowed for installation above and beyond what has already been presented in your bid. If the bidder offers specialized catalogs, the catalogs must be submitted separately from any other catalog offered by the bidder. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis as defined in the method of ordering section of this bid. The qualified vendor(s) providing the lowest responsive quote will be awarded the project.

RESPONSIBILITY:

Bidder shall be responsible for all labor, materials, equipment, supervision, off-loading, storage, and installation, of various equipment and amenities for parks and playground equipment or amenities ordered, unless otherwise specified by the County. The County may elect, in certain circumstances, to purchase only materials and have those materials installed by others (e.g., volunteers, County staff). These items will be shipped to a designed location and off-loaded by the bidder or bidder's representative.

QUALIFICATION OF INSTALLERS:

If a bidder utilizes a sub-contracted installer for any park or playground equipment, a list of sub-contracted installers must be included with their bid. Additionally, the bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION that its installer, or its sub-contracted installer, is an authorized installer, certified to install various equipment and amenities for parks and playground equipment as required by each manufacturer. Failure to complete this requirement of the bid proposal may result in the rejection of their bid.

COMPLIANCE WITH SPECIFICATIONS:

Bid only on items that meet specifications. Bid only a single offering for each bid item. Do not bid multiple offering or "alternates." All corrections will be initialed. Bid only new, unused material.

CATALOGS AND MANUFACTURER SUGGESTED RETAIL PRICE (MSRP) LISTS:

Each bidder shall submit with this bid, at no charge, two (2) sets of each current catalog/supply/product information price list as well as current MSRP list for each catalog submitted. All catalogs and/or MSRP lists shall clearly identify the bid number and the bidder's name, address and telephone number. At time of bid renewal, the vendor shall supply at no charge, two (2) sets of each then current catalog/supply/product information price list as well as current MSRP list for each catalog submitted.

COMPLIANCE WITH LAWS AND CODES:

Bidders must strictly comply with Federal, State and local building and safety codes. Equipment must meet all State and Federal safety regulations. The following publications (issue in effect on date of invitation to bid) shall form a part of this specification:

A. American Society for Testing and Materials (ASTM):

ASTM-F1487 Standards – Methods of testing Playground Equipment for Public Use.

ASTM-F1292 Standards - Method for testing various surfacing materials to determine their “critical height” (the fall height below which a life threatening head injury would not be expected to occur)

Copies may be obtained from the - American Society for Testing and Materials
100 Barr Harbor Drive
West Conshohocken, PA 19428

B. Consumer Product Safety Commission (CPSC) – printed Handbook for Public Playground Safety.

Copies may be obtained from the - US Consumer Product Safety Commission
4330 East West Highway
Bethesda, MD 20814
(301) 504-7923

C. National Playground Safety Institute (NPSI) – identification of 12 leading causes of injuries on playgrounds.

Copies may be obtained from the - National Recreation and Park Association
22377 Belmont Ridge Road
Ashburn, VA 20148-4150
(703) 858-0784

D. Americans with Disabilities Act (ADA) Regulations for Title III, Appendix A, Standards for Accessible Design, issued by the Department of Justice.

Copies may be obtained by calling - (800) 514-0301

Bidders certify that all products (materials, equipment, processes, age appropriate signage, or other items supplied in response to this bid) contained in its bid meet all Federal and State requirements, Upon completion of installation of play equipment and/or playground surfacing, bidder shall furnish to the County a certificate so stating the equipment /surfacing and its installation meet all Federal and State requirements as outlined in the above publications.

Bidders further certify that if the product(s) delivered and/or installed are subsequently found to be deficient in any if the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product(s) and installation into compliance shall be borne by the bidder.

AWARD:

Performance and payment bonds may be required for specific projects. This requirement is driven by the size and price of each particular job. Vendors will be required to meet this requirement before receiving a purchase order for the project. The County reserves the right to award to multiple bidders. There is no guarantee any purchase order will be issued after award. Purchase orders will be issued subject to availability of funds.

INVOICING:

Invoices may be issued once supplies are shipped, delivered and/or installed to the county's satisfaction. At a minimum, invoices must include: Purchase Order Number, Item Number and Description, Date of Shipment, Quantity Ordered, Unit Price, Unit of Measure, and a total for all purchases. Standard payment terms are Net 45 days per the Local Government Prompt Payment Act.

TERMS OF CONTRACT:

The term of bid award for various equipment and amenities for parks and playgrounds will be three (3) years, with two (2) one (1) year renewal options.

OTHER CONTRACTS:

The County reserves the right to purchase foods, materials, services or supplies from any supplier who supplies such items under an existing active contract.

METHOD OF ORDERING:

The County may generate a Request for Quotation (RFQ), on an "as needed" basis, for park and playground equipment, ball field lighting and additional services for individual projects, together with a request for additional services required to complete that project (see attached RFQ sample sheet). The County reserves the right to send such RFQ to any or all awarded bidders. The RFQ can define the project exactly or the RFQ can describe a desired end result, allowing the bidder to design the park or playground site.

After generating a RFQ for a project, and before bidder's submission of its quotation in response to the RFQ, the County may require requested bidder (s) to attend a site visit with County personnel to familiarize the bidder (s) with the site and determine additional services that may be required to complete the project. Bidders will be responsible for the accuracy of all fixed measurements.

The bidder's quotation in response to the RFQ must contain each of the following:

- A detailed breakdown of the cost for the entire project. Descriptions of additional services required, together with their price, shall also be listed.
- Names of any and all subcontractors on the project, together with their designated work and costs. It is understood the bidder remains responsible for project completion and acceptance by the County. The County reserves the right to reject any quotation in response to an RFQ if said quotation names a subcontractor who has, in the sole opinion of the County, previously failed in the proper performance of an award or failed to deliver on time contracts of a similar nature, or who is not in a position to perform properly under this award.
- A date certain by which the project must be completed.

- Include an updated catalog, if needed and updated MSRP lists for the park and play equipment specifically quoted.

The County will generate purchase orders as a result of approved "Request for Quotations" submitted, at the sole discretion of the County. The County reserves the right to not award to any, or to go outside the contract at lower prices.

PROMOTIONAL PRICING:

During the contract period, bidders will extend any pricing offered on a "promotional" basis from the manufacturer to the county. It will be the bidder's responsibility to monitor said items and report any that are or will be offered at lower prices.

SUPERVISION:

A bidder's job supervisor/representative will be on the work site at all times and be thoroughly knowledgeable of the materials, job requirements, plans, specifications and installation functions.

JOB COMPLETION:

Bidder/contractor/installer will be responsible for all materials received and signed for from date of order to completion of job installation.

Bidder/installer will be responsible for clean up and removal of all debris resulting in job completion, leaving work site in neat and orderly fashion at the end of each workday. Additionally, bidder/installer will be responsible for restoring the work site to its original condition at the completion of the project.

RESPONSIBILITY FOR DAMAGES AND PRESERVATION OF PROPERTY:

The bidder shall use due care to avoid damaging all property associated with, adjacent to, or in any way affected by the work being performed. This applies to private property and all utilities which may exist within the work area. Any damage occurring to such items by bidder shall be immediately repaired or replaced to a condition at least equal to that which existed prior to the damage. All costs incurred for repair or replacement shall be borne by the successful bidder. Any damages not repaired or replaced by the bidder within ten (10) calendar days from notification will be fixed by the County or its contractor and the cost shall be paid by the bidder or deducted from their invoice.

VIOLATIONS/DEFAULT:

In the event the awarded bidder(s) should violate any provisions of this bid, such bidder will be given written notice stating the deficiencies and given ten (10) days to correct deficiencies found. The County reserves the right to terminate any contract at any time due to any violation.

In the event the awarded bidder(s) should breach this contract, the County reserves the right to seek all remedies in law and/or in equity. Failure of an awarded bidder to adhere to completion dates defined by bidder and County may result in no further awards being made to such bidder under this Price Agreement Contract.

GENERAL CONDITIONS:

Signature on bid form verifies that the bidder is acquainted with the general conditions contained herein and will comply with all specifications, terms and conditions contained in this bid invitation.

INSURANCE/WORKER'S COMPENSATION:

The contractor shall take out and maintain during the life of this agreement, worker's compensation insurance for all of his employees connected with the work of this project and in case any work is sublet, the contractor shall require the subcontractor similarly to provide worker's compensation insurance for all of the latter's employees unless such employees are covered by the protection afforded by the contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the worker's compensation statute, the contractor shall provide, and cause each sub-contractor to provide, adequate insurance, satisfactory to the purchaser, for the protection of his employees not otherwise protected. The awarded vendor must submit a copy of an insurance certificate naming the County as an additional insured with the following verbiage placed on the certificate no later than ten (10) days after the award has been made. "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interest may appear." Additional insurance requirements as listed on pages 9-10 apply.

COOPERATIVE PURCHASES:

This is a cooperative purchase contract. State law allows any government agency and any accredited school in the state to buy off this contract without going to bid, as long as it does not conflict with any of their local regulations.

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

Bidder: _____

Address: _____

City, State and Zip: _____

Phone: _____ Email: _____

Contact Name(s): _____

Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Business Name: _____

Address: _____

Phone Number: _____

Contact Name: _____

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

Various Equipment and Amenities for Parks and Playgrounds

Contract #
Request for Quotation

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

| Manufacturer | Item and Page Number | Quantity | MSRP Unit Price | Contract Discount | Extended Price |
|--------------|----------------------|----------|-----------------|-------------------|----------------|
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Additional Services Required:

| Description | Quantity | Unit Price | Extended Price |
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Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, _____, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.
- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

By: _____
Signature

Name and Title

Street Address

City, State, Zip

Date

“NO BID” Statement

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

If your company does not intend to bid on this procurement, please complete and return this form prior to the date shown for receipt of bids to: Clay County Purchasing Division, Attn: Donna Fish, 477 Houston Street, Green Cove Springs, FL 32043

We, the undersigned, decline to bid on the above referenced invitation to bid for the following reasons:

- Specifications are too restrictive (please explain below or attach separately)
- Unable to meet specifications
- Specifications were unclear (please explain below or attach separately)
- Insufficient time to respond
- We do not offer this product or service
- Our schedule would not permit us to perform at this time
- Unable to meet bond requirements
- Other (please explain below or attach separately)

Remarks:

Company Name: _____ Telephone #: _____

Signature: _____ Fax #: _____

Print Name: _____ Title: _____

Address: _____

City: _____

Zip: _____

CHAPTER 8: PROCEDURES FOR PUBLIC BID-OPENINGS

(A) **Purpose:** The purpose of this chapter is to specify procedures for the submittal, receipt, opening and recording of all formal bids required by all of the various laws, ordinances, and other procedures and manuals governing the solicitation and awarding of public bids in Clay County, Florida, including but not limited to:

- a. Section 336.44, Florida Statutes (2001).
- b. Applicable Provisions of Clay County Code.
- c. Florida Department of Transportation Standard Specifications, most recent edition.

(B) **Time of Opening:** All bids shall be submitted to the Purchasing division, 4th Floor, Clay County Administration Building, 477 Houston Street, Green Cove Springs, Florida, which shall record receipt thereof by date and time on the bid envelope. Upon receipt, the Purchasing division will maintain custody and control of all bid submittals until after they have been opened. The deadline for a particular bid submittal shall be 4:00 P.M., of the Monday immediately preceding the Tuesday upon which the bid is to be opened. No bid shall be opened unless and until proof by publisher's affidavit of publication of the bid solicitation is received and filed by the Purchasing division. Bidders and the public are welcomed to attend the opening and all subsequent committee and commission meetings related to the bids.

(C) **Form of Bid Submittal:** All bids shall be submitted in triplicate, (and if applicable only on the forms provided by the County or its staff). Each bid and its accompanying materials shall be submitted in a single, sealed and opaque envelope. The following items shall be prominently marked on the cover of the envelope by the party making the submittal prior thereto:

- a. The number assigned to the particular bid solicitation.
- b. The title of the bid exactly as it appeared in the published solicitation.
- c. The date of the bid opening.

(D) **Bid Receipt Procedure:** The County Manager shall, in cooperation with his or her Department heads and the Purchasing division, assign a specific and discrete number and title to each bid solicitation, which shall be contained in the Request for Bids, the newspaper publication, specifications and the Bid Form thereof. Three copies of each request for bid shall be submitted to the Purchasing division for distribution as provided in Section F hereof, and the "Request For Bids" shall be signed prior to publication.

(E) **Place of Opening:** All bids properly submitted shall be opened in a public location so designated in the bid solicitation.

(F) **Distribution of Copies:** Upon the opening of a bid, one copy shall be distributed to the head of the originating department. Purchasing shall submit to the Finance committee of the Board a tabulated list of all bidders and their bids, including bid number, name, staff assigned, a recommendation to include but not be limited to the lowest responsive and responsible bid, or in a proper circumstance the best bid, budget information and alternatives (see Example 3 attached). All staff assigned to evaluate bid and RFP responses shall do so observing all

requirements of the Sunshine Law and in meetings noticed at least 72 hours in advance thereof. The Purchasing division shall serve as the permanent record holder for the County Manager.

(G) **Committee Review, Report and Recommendations:** Bids shall be reviewed by the Board's Finance committee following the bid opening. The Committee should, in the absence of unusual circumstances, report its recommendation to the Board at the Board's next regularly scheduled meeting, which shall include a tabulated list of all bidders and their bids. In all events, the County Manager shall cause to be spread upon the minutes of the regular meeting of the Board next following the opening of a particular bid, a list of all bidders and their bids. Upon being awarded a bid, and if a contract is entered into with the successful bidder then the County's Standard Addendum and IRS Form W-9, Request for Taxpayer Identification and Certification must be completed.

(H) **Ineligible Bid:** Any bid that does not meet the foregoing requirements for form, time of submittal, number of copies or the specifications advertised will be rejected and the reasons stated therefor; provided that the Purchasing division shall reject and return unopened all bids which do not meet the foregoing requirements for time of submittal, or envelope markings. Bids that do not meet requirements for form will be rejected and declared "No Bid". The Board reserves the power to reject all bids and in its discretion to re-advertise the solicitation.

(I) **Bid Withdrawal Period:** Any bid submitted requires a five (5) percent bond unless waived by the Board prior to solicitation, which cannot be withdrawn for a period of 30 days subsequent to the date of the bid opening, notice of which shall be incorporated in all requests for bids. As used herein, the term bond shall include cashier or certified checks payable to the County. All such checks shall be held by the Finance department for safekeeping immediately upon acceptance of the bid (but not deposited). The Finance department is hereby authorized to return each bond to the submitting party, as soon as practicable, upon written request to the Finance department, but only after a bid and contract have been awarded and executed between the County and the successful bidder for a particular project, or in the event that all bids have been rejected by the Board, or in the event the time provided that the bid shall remain in effect shall have expired and the bid submitter requests its return in writing.

(1) Vendors bidding on SHIP rehabilitation projects are exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(2) Vendors bidding on commodities price contracts, or any other type of contract that does not commit the Board to an actual exchange transaction (purchase) but rather seeks only a fixed unit price commitment from a vendor in the event a future purchase decision is made, shall be exempt from the bid bond requirements delineated in 8(I) above or as may be otherwise stated elsewhere in this policy document.

(J) **Bid Addenda:** All addenda distributed subsequent to the initial distribution of specifications shall be sent by certified mail/return receipt requested, said return receipt to be returned to the Purchasing division identified by bid number. Prior to mailing, a copy of each addendum shall be received by the Purchasing division, provided that no addendum shall be mailed later than five (5) working days prior to the scheduled bid opening date.

(K) **Bid Tabulation Form:** The bid Tabulation Form used at bid openings shall include a place thereon for three witnesses to sign. This procedure will eliminate the need for signing each individual bid at the time of opening, thus requiring the three witnesses to sign only once for each bid number submitted.

(L) **Authority to Delay Bid Openings:** The County Manager is hereby authorized, without seeking prior approval of the Board in any particular case, to order a delay of any bid opening from its scheduled date and time to a time certain on the agenda of the next regularly scheduled meeting of the Board, or such special meeting called for such purpose. The delay may be ordered at any time prior to the time of the scheduled opening, provided that such order be in writing, addressed and delivered to the Purchasing division with a copy delivered to the County Manager, and that copies thereof be mailed by certified mail, return receipt requested to all responding bidders as soon thereafter as is reasonably practicable. Upon receipt of the order, the Purchasing division shall immediately record the date and time thereof. The Purchasing division shall continue to accept sealed bids up until the applicable deadline. At the date and time originally scheduled for the bid opening, the Purchasing division shall announce the delay order to all in attendance and shall continue to maintain in its custody all properly submitted sealed bids until further order of the Board. At the time certain scheduled before the Board, the County Manager shall present his reason or reasons for the delay order and his recommendation for disposition of bids submitted. The Board may order the bids to be opened then and there, or at some other time and date certain; it may cancel the bid and order the return of all bids unopened; it may order a further delay of the bid opening; or it may make any other order appropriate to the circumstances. If the bids are ultimately opened, they shall be reviewed as provided elsewhere herein. If a delay occurs as provided herein, then the 30 day withdrawal period as provided in 8(I) shall commence upon the date of the actual bid opening, provided such date is not more than 60 days subsequent to the originally scheduled date. No delay shall be ordered beyond such 60 day period, unless the parties submitting timely bids consent to such delay in writing. In no event is the County Manager authorized to extend the deadline for bid submittals for any particular project, only the bid opening date.

(M) **Contractor's Insurance Requirement:**

1. Any Contractor submitting a bid for any public works project must include, within its initial bid response, proof of the following insurance, in effect continuously from the date of submittal through the 60 days subsequent to the scheduled bid opening date:

- a. Commercial General Liability
 - 1. General Aggregate \$1,000,000
 - 2. Products and Completed Operations Aggregate \$1,000,000
 - 3. Personal and Advertising Injury \$1,000,000
 - 4. Each Occurrence \$1,000,000
 - 5. Fire Damage (any one fire) \$ 50,000
 - 6. Medical Expense (any one person) \$ 5,000

- b. Automobile Liability
 - 1. Any automobile-Combined bodily injury/property damage, \$1,000,000

with minimum limits for all additional coverages as required by Florida law

c. Workers Compensation/Employers Liability

| | |
|--------------------------|------------------|
| 1. Workers Compensation | statutory limits |
| 2. Employers Liability | |
| a. Each Accident | \$ 100,000 |
| b. Disease-Policy | \$ 500,000 |
| c. Disease-Each Employee | \$ 100,000 |

d. Professional Liability

1. When required by contract-per occurrence \$1,000,000

2. Upon being awarded the bid, the contractor must provide proof that such insurance will be in effect from the date of commencement of the project. The contractor will maintain insurance coverage at the above-prescribed levels through the date of completion of the project and that coverage will include all independent contractors and subcontractors. Either prior to or simultaneously with the execution of the contract, the successful bidder must deliver certificates of insurance for the required insurance coverages to the County naming "Clay County, a political subdivision of the State of Florida; The Board of County Commissioners, Clay County, Florida; and all public agencies of Clay County, as their interests may appear" as "Additional Insureds." Said certificates of insurance shall also include a thirty day prior written notice of cancellation, modification or non-renewal to be provided to the County.

3. The Board reserves the right to waive, raise or lower the minimum coverages required for particular projects prior to bid solicitation by affirmative action. The Board will not waive any defects in a bid submittal pertaining to matters under this subsection.

(N) Bid Awards and Protests:

1. Both the **INSTRUCTIONS** and the **PUBLISHED NOTICE** for every sealed bid solicitation shall include conspicuously the following statements:

FOLLOWING THE BID OPENING AND TABULATION, A "NOTICE OF INTENT TO AWARD BID" OR A "NOTICE OF REJECTION OF ALL BIDS" WILL BE POSTED ON THE INTERNET AT: [insert bid notice web address¹]. THIS WEBPAGE CAN ALSO BE ACCESSED FROM THE HOMEPAGE OF THE COUNTY'S WEBSITE AT: [insert County's homepage address²] BY [insert suitable directions³]. NO OTHER NOTICE WILL BE POSTED.

¹ As of the date on which this Purchasing Policy was adopted, the bid notice web address was: http://www.claycountygov.com/Departments/Finance/decision_bids.htm.

² As of the date on which this Purchasing Policy was adopted, the County's homepage address was: <http://www.claycountygov.com/>.

³ As of the date on which this Purchasing Policy was adopted, suitable directions would be: "FOLLOWING THE "Notice of Intent Bids" LINK UNDER THE "Business" ROLLOVER BUTTON".

PROSPECTIVE BIDDERS ARE NOTIFIED THAT THE FAILURE TO INCLUDE WITHIN THE SEALED BID ENVELOPE A PROPER BID BOND OR OTHER SECURITY APPROVED UNDER THE COUNTY'S PURCHASING POLICY, IF REQUIRED FOR THIS SOLICITATION, OR THE FAILURE TO FILE A WRITTEN NOTICE OF PROTEST AND TO FILE A WRITTEN PETITION INITIATING A FORMAL PROTEST PROCEEDING WITHIN THE TIMES AND IN THE MANNER PRESCRIBED IN SECTION 8.N. OF SAID POLICY, SHALL CONSTITUTE A WAIVER OF THE RIGHT TO PROTEST THE BID SOLICITATION, ANY ADDENDUM THERETO, OR THE BID DECISION, AS APPLICABLE, AND TO INITIATE A FORMAL PROTEST PROCEEDING UNDER SAID POLICY. THE COUNTY'S PURCHASING POLICY CAN BE VIEWED AT THE COUNTY'S WEBSITE BY FOLLOWING THE APPROPRIATE LINKS FROM THE HOMEPAGE ADDRESS SET FORTH ABOVE.

IF A PROSPECTIVE BIDDER IS IN DOUBT WHETHER THIS SOLICITATION REQUIRES A BID BOND, SUCH PROSPECTIVE BIDDER IS SOLELY RESPONSIBLE FOR MAKING APPROPRIATE INQUIRY.

2. Unless otherwise expressly directed by the Board in its decision on a bid award, immediately following such decision the County Manager shall cause a "Notice of Intent to Award Bid" or a "Notice of Rejection of All Bids" to be posted on the County's website, with the time and date of posting appearing thereon. Notice shall not be posted elsewhere. The notice shall be posted in portable document format or other secure format.
3. The failure on the part of a prospective bidder to include within the sealed bid envelope a proper bid bond or other security approved under this policy, if required for the particular bid solicitation, or the failure by a prospective bidder to file a written notice of protest and to file a written petition initiating a formal protest proceeding within the times and in the manner prescribed in this section shall constitute a waiver of the prospective bidder's right to protest the bid solicitation, any addendum thereto, the Board's bid decision, as applicable, and to initiate a formal protest proceeding hereunder.
4. A prospective bidder is solely responsible for determining whether a particular bid solicitation requires a bid bond, and for resolving any doubt by making appropriate inquiry.
5. The County Manager shall cause a copy of this policy to be posted on the County's website in portable document format or other secure format. The County Manager shall cause to be established conspicuous and easy-to-follow links to the policy from the homepage.
6. Any person who is adversely affected by a bid solicitation, by any addendum thereto, or by a bid decision may file with the County Manager a written notice of protest no later than 4:30 p.m. on the third business day immediately following the date notice is published, with respect to a bid solicitation; no later than 4:30 p.m. on the third business day immediately following the date of issuance, with respect to a bid addendum; and within 72 hours after the posting of the

notice, exclusive of hours occurring during days that are other than business days, with respect to a bid decision.

7. A formal protest proceeding shall be deemed commenced upon the timely filing of a written petition initiating the same. A written petition initiating a formal protest proceeding must be filed with the County Manager no later than 4:30 p.m. on the tenth calendar day immediately following the date on which the written notice of protest was filed; provided, if the tenth calendar day is not a business day, then the petition must be filed no later than 4:30 p.m. on the first business day immediately following said tenth calendar day. The petition must set forth with particularity the facts and law upon which the protest is based. The petition must conform substantially with the requirements for petitions set forth in Rule 28-106.201, Florida Administrative Code. References in this section to a petition shall mean a written petition initiating a formal protest proceeding filed in accordance with this subsection.

8. Any protest of a bid solicitation or bid addendum shall pertain exclusively to the terms, conditions, and specifications contained in a bid solicitation or bid addendum, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract.

9. Upon receipt of a formal written notice of protest that has been timely filed, the County Manager shall suspend the bid solicitation or bid award process until the subject of the protest is resolved by final action as specified in this section, unless the County Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. Such suspension shall be lifted immediately in the event the protesting party shall have failed to timely file a petition.

10. Intervenors shall be permitted to participate in the formal protest proceeding in accordance with the procedures governing intervenor practice set forth in Rule Chapter 28-106, Florida Administrative Code, and shall be subject to all limitations provided therein applicable to intervenors.

11. In his or her discretion, the County Manager may provide an opportunity to resolve the protest by mutual agreement between the County Manager and the protesting party within 7 calendar days after receipt of a timely petition. Such agreement must be reduced to writing, signed by the County Manager and the protesting party or such party's authorized agent, and submitted to the Board at the earliest opportunity. The agreement shall not be deemed effective unless ratified by the Board. If the Board shall fail to ratify the agreement, then the protest shall proceed to resolution as hereinafter provided.

12. Within 10 business days following the timely filing of a petition, or, if the Board shall have considered but failed to ratify an agreement submitted to it under subsection 11, then within 10 business days thereafter, a hearing shall be conducted pursuant to subsection 13 before a hearing officer, who shall be the County Manager or his or her designee. The County Manager may designate any department head as the hearing officer; provided a department head who is substantially involved in or connected with the bid solicitation or bid award process shall be

deemed disqualified from serving as the hearing officer, unless such involvement or connection is purely ministerial in nature.

13. All hearings shall be conducted pursuant to written notice to the protesting party, the County Attorney's Office and all intervenors by the hearing officer specifying the time, date and place of the hearing. Particular rules and procedures governing each such hearing are as follows:

- a. The audio thereof shall be recorded electronically.
- b. Prior to the hearing only, motion practice may be permitted by the hearing officer in his or her discretion in accordance with the rules governing the same set forth in Rule Chapter 28-106, Florida Administrative Code. All motions shall be ruled upon prior to or at the start of the hearing, except that rulings on motions in limine may be deferred to an appropriate time during or after the hearing.
- c. Prior to the hearing, the protesting party, the County and all intervenors must confer and endeavor to stipulate to as many relevant and undisputed facts upon which the decision is to be based as may be practicable. Such stipulation must also identify those issues of material fact, if any, that remain in dispute. The stipulation must be reduced to a writing signed by or on behalf of the protesting party, the County and all intervenors, and be submitted to the hearing officer at least two business days prior to the hearing. The stipulation may include an appendix comprising documents that shall be deemed admitted and considered as evidence for purposes of the hearing, or referring to tangible items deemed admitted and considered as evidence for purposes of the hearing, which items shall either be presented at the hearing or, if such presentation is impractical, submitted to the hearing officer by graphic, descriptive, representational, photographic, videotape or similar medium properly depicting or characterizing the items.
- d. The protesting party and all intervenors shall have the right to appear before the hearing officer at the hearing in proper person or through counsel and, as to those issues of material fact, if any, that remain in dispute, as identified in the stipulation, to present relevant testimonial, documentary and tangible evidence, and to be heard on the substantive issues bearing on the protest. The County shall be deemed a party to the proceeding, and the County Attorney or any assistant county attorney may participate in the protest proceeding, appear before the hearing officer, present evidence and be heard on behalf of the County.
- e. All witnesses shall be placed under oath by the hearing officer prior to testifying, and shall be subject to cross-examination by any hearing participant.
- f. Hearsay evidence shall be admissible unless the hearing officer shall determine the same to be redundant, unreliable or prejudicial.
- g. At the hearing any hearing participant may offer appropriate argument and summation, and submit a written brief and a proposed order, but only after the conclusion of the evidentiary portion of the hearing, if any.

h. Immediately following the hearing, the County Manager shall cause a written transcript of all testimonial evidence introduced at the hearing to be prepared expeditiously based upon the audio recording, and shall provide copies of the same to all of the hearing participants.

i. Within 7 business days following the hearing, the hearing officer shall submit a recommended order to the County Manager and serve copies on all hearing participants; provided, if the County Manager is the hearing officer, then within 7 business days following the hearing, the County Manager shall issue a recommended order and serve copies on all hearing participants. The recommended order shall contain findings of fact and, based upon such facts, a disposition of the protest; provided, no finding of fact may be predicated solely upon the basis of hearsay.

j. The recommended order shall thereafter be submitted to the Board along with the transcript of the hearing testimony and the entire written and tangible record of the protest proceedings at the earliest opportunity to be considered at a time certain, with notice thereof served upon the hearing participants. Each of the hearing participants shall be allowed 3 minutes to address the Board regarding the recommended order, unless the Chairman in his or her discretion shall allow additional time. If a hearing participant intends to challenge any finding of fact in a recommended order that was based upon testimonial evidence, such participant shall be allowed 2 additional minutes for such purpose, and may direct the attention of the Board members to any portion of the transcript relevant to the challenge. The other hearing participants shall each have the right to offer argument in rebuttal to the challenge, and to direct the attention of the Board members to any portion of the transcript relevant to the rebuttal. No testimony or other evidence beyond the record and the transcript shall be presented to the Board. Thereafter the Board shall render its decision on the protest. In so doing the Board shall be bound by the findings of fact in the recommended order that are based upon testimonial evidence, except those for which it upholds a challenge. A challenge shall be upheld only if the finding of fact is not supported by competent, substantial evidence in the record or in the transcript. Otherwise, the Board shall not be bound by any of the provisions of the recommended order. The decision of the Board shall be reduced to a written order signed by the Chairman, and shall constitute final action of the County on the protest.

k. The date, type and substance of all ex parte communications between any Board member and a hearing participant, including counsel therefor or any agent thereof, and between any Board member and third party, must be publicly disclosed by the Board member prior to the rendering of the Board's decision. All such communications that are written or received electronically must be filed for the record, and copies thereof provided to each Board member and hearing participant.

14. All proceedings before the hearing officer shall be informal, and customary rules of evidence shall be relaxed. In all respects both the hearing officer and the Board shall observe the requirements of procedural and substantive due process that are the minimum necessary for accomplishing a fair, just and expeditious resolution of the protest.

15. Ex parte communications between a hearing participant and the hearing officer are forbidden. The hearing officer may take such steps as he or she may deem just and appropriate to prevent or sanction attempted ex parte communications, including promptly disclosing the attempted communication, or requiring the offending hearing participant to disclose promptly the attempted communication, to the other hearing participants. Where necessary, the hearing officer may recuse himself or herself, and the subsequently designated hearing officer may order the offending participant to pay for all or any portion of the costs incurred by the County and any other hearing participant strictly as a consequence of the ex parte communication or attempted ex parte communication, else be excluded from further participation. Neither the County Attorney nor any assistant county attorney shall be subject to this subsection or prohibited from engaging in ex parte communications with the hearing officer.

16. The purpose of this policy is to promote fairness and public confidence in the competitive bidding process. To further such end, and except as otherwise specifically provided herein, the substantive law governing the resolution of bid protests found in the decisions of the Florida appellate courts, as well as any statutes or agency rules that may be applicable to the particular bid solicitation, shall guide the hearing officer and the Board in rendering a decision on a bid protest under this section. The significant principles of law governing the bid protest and the resolution thereof, which shall prevail to the extent not otherwise in conflict with any governing statutes or agency rules, are as follows:

- a. The burden is on the party protesting the award of the bid to establish a ground for invalidating the award.
- b. The standard of proof for the protest proceeding shall be whether the proposed award was clearly erroneous, contrary to competition, arbitrary, or capricious.
- c. The proposed award shall be deemed arbitrary or capricious if it is contrary in a material way to any governing statutes, the County's rules or policies, or the bid or proposal instructions or specifications.
- d. The scope of the inquiry is limited initially to whether the proposed award is improper under the foregoing standard of proof. If and only if the hearing officer first determines on the basis of competent and substantial evidence that the proposed award is improper, then the hearing officer may recommend, in accordance with the law and this policy, an alternate disposition for the proposed award. Such disposition may include, but shall not be limited to, rejecting all bids, or awarding all or a portion of the bid to the protesting party.
- e. A bid protest proceeding may not serve as a vehicle for the Board to revisit the proposed award absent a determination of impropriety as set forth above.

17. By written agreement amongst the protesting party, the County, and all then-existing intervenors, any provision of this section pertaining to the procedures for resolving a protest for which a petition has been timely filed may be modified or waived so long as such modification

or waiver shall not hinder or thwart the proper and expeditious resolution of the protest, or otherwise operate to undermine the salutary purposes of competitive, public bidding.

18. Only to the extent necessary to avoid a miscarriage of justice or to prevent a manifest violation of a hearing participant's procedural or substantive due process rights, a hearing officer may modify or suspend the applicability of any of the provisions or requirements of this section in the course of conducting a protest proceeding hereunder; provided, a hearing officer may not modify or suspend any of the provisions or requirements of subsections 3, 4, 6, 7, 8, 16, 20, 21 and 22 hereof.

19. Except and to the extent specifically provided in this section, and except and to the extent otherwise specified provided by written agreement amongst the protesting party, the County, and all then-existing intervenors, no provisions of Rule Chapter 28-106, Florida Administrative Code, shall be deemed applicable to the resolution of protests under this section.

20. For purposes of this section, the filing with the County Manager of a written notice of protest or of a written petition initiating a formal protest proceeding shall be deemed accomplished only when the original written notice or original written petition has been physically received by the County Manager or his or her designee. A notice or petition shall be deemed original only if it bears the original signature of the protesting party or such party's authorized agent. No notice or petition may be filed by facsimile transmission or by e-mail, and any notice or petition received in such manner shall be deemed unfiled and ineffective. The use of an overnight delivery service or of the United States Postal Service to file a notice or petition shall be entirely at the risk of the person submitting the same, and any such notice or petition so received after the applicable deadline shall be deemed untimely.

21. For purposes of this section, a business day shall mean any 24-hour day that is not a Saturday, a Sunday, or a holiday observed by the County.

22. For purposes of this section, counsel shall mean an attorney who is a member of the Florida Bar in good standing.

23. For purposes of this section, all notices of protest and petitions initiating formal protest proceedings, and all stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to a hearing officer shall be on white, opaque paper 8 ½ by 11 inches in size. The pages of all such documents shall have margins on all sides of not less than 1 inch; shall be in Times New Roman or Courier New font no smaller than 12 in size, including footnotes and endnotes; shall have standard double-spacing between lines, excluding quotations, footnotes and endnotes; and shall be numbered at the bottom. All quotations shall be indented. Briefs shall not exceed 15 pages in length, and may not include any appendices. A digital copy of all written stipulations, briefs, proposed findings of fact, written motions and proposed orders submitted to the hearing officer must be simultaneously provided to the hearing officer in Word format, version 2000 or later, on compact disc or 3 ½" diskette.

24. For purposes of this section, a hearing participant shall mean and include the protesting party, the County and any intervenor.

25. This section shall be construed and implemented so as to secure the just, speedy, and inexpensive resolution of bid protests.

(O) **UTILITY RELOCATION AGREEMENTS:** Prior to soliciting bids for right of way improvements and other public works projects that require the removal or relocation of utilities, agreements with the affected utilities must be entered into providing for the terms, scheduling and conditions of such relocation and removal. The County Manager may develop and maintain such form of agreement as may be appropriate for accomplishing the requirements of this section. (*Resolution No. 09/10-65*)

(P) **NO-CONTACT RULE:** (*Resolution No. 09/10-81*)

1. As used in this section and unless the context clearly requires otherwise, the following terms and phrases shall have the meanings herein ascribed:

a. Contacting shall mean communicating or attempting to communicate by any means, whether orally, telephonically, electronically or in writing.

b. Bidder shall mean any person or entity submitting a response to a bid solicitation, and shall include all owners, shareholders, principals, officers, employees and agents thereof.

c. Bid shall mean any bid, request for proposals and request for qualifications.

d. Solicitation period shall mean the time between the publication of the notice of the bid and the opening of the bid.

e. Evaluation period shall mean the time between the opening of the bid and the award thereof by the Board of County Commissioners.

2. The instructions for all solicitations of bids to be submitted under seal shall include provisions prohibiting bidders from contacting (i) any member of the Board of County Commissioners, the County Manager or any County employee or agent regarding the solicitation in any respect during the solicitation period, and (ii) the County Manager or any County employee or agent regarding the solicitation in any respect during the evaluation period. The violation of this rule shall result in the automatic disqualification of any response to a bid solicitation submitted by the violator, and the foregoing instructions shall so state.

3. The no-contact rule set forth in subsection 2 shall not apply to inquiries submitted to County employees or agents in the manner specifically provided in the bid solicitation package regarding the distribution thereof, or to communications seeking clarification regarding instructions or specifications submitted to County employees or agents in the manner specifically provided in the bid solicitation package, or to pre-bid conferences provided for in the bid solicitation package, or to formal presentations by finalists to the Board of County Commissioners or any committee thereof specifically contemplated in

the bid solicitation package.

4. The purpose of the no-contact rule set forth in subsection 2 is to prevent any one bidder from gaining an advantage over other bidders through lobbying or otherwise attempting to influence the procurement decision through discussions or the presentation of information or materials outside of the process contemplated in the bid solicitation package and this purchasing policy, and also to ensure that the dissemination of information from the County entity to bidders regarding the bid solicitation is equal and uniform.

Request for Taxpayer Identification Number and Certification

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

| | | |
|--|--|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) | Requester's name and address (optional) |
| City, state, and ZIP code | | |
| 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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

| | | | | |
|---|--|--|--|--|
| Social security number | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table> | | | | |
| | | | | |
| Employer identification number | | | | |
| <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%; border: 1px solid black;"> </td> </tr> </table> | | | | |
| | | | | |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|--|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over \$600 required to be reported and direct sales over \$5,000 ¹ | Generally, exempt payees 1 through 7 ² |

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account ¹ |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor ² |
| 4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law | The grantor-trustee ³ The actual owner ³ |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner ³ |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor ⁴ |
| For this type of account: | Give name and EIN of: |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity ⁴ |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Issued: 12/27/13

Clarification No. 1
RFP 13/14-8, Various Equipment & Amenities for Parks and Playgrounds

DUE DATE: Monday, January 6, 2014, 4:00 pm

OPEN DATE: Tuesday, January 7, 2014, 1:00 pm

The following clarifications are for the above bid number and title:

- 1) The bid documents require (2) catalogs for each manufacture submitted. The manufactures we represent will not have current catalogs until the end of January 2014.

Response: Include with your bid submittal the most current catalogs that you have.

- 2) Is it acceptable to submit pricing as a detailed price list for sports lighting by field and installation costs instead of a fixed percentage discount as requested in the scope?

Response: Yes

- 3) Qualification of Installers on page 13 states ..." bidder must supply WRITTEN FACTORY/MANUFACTURER CERTIFICATION...certified to install various equipment and amenities for parks & playground equipment as required by each manufacturer."

As Musco is responding to this RFP for sports lighting, are we required to provide this certification?

Response: Manufacturer is responsible for certification.

- 4) Would there be a problem with our representative submitting for this RFP but the actual billing would go directly to the manufacturer?

Response: No

- 5) Does bid specifically mention freight charges. Shipping playgrounds is no easy task and real freight charges are involved. Typically for us vendors we prefer "prepaid and added to invoice", meaning that we'll inform you of the charges before you order, but ultimately, you – the customer, are responsible for the freight charges.

Response: Freight shall be addressed on a project by project basis.

- 6) Is a bid bond required for this RFP?

Response: No, a bid bond is not required.

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

Time Close: 2:20

This is a generic Bid Tabulation Form; all required bid documents will be verified prior to bid recommendation.

Bids to be evaluated based on evaluation criteria established in bid document

| Bidder | Copies | W-9 | Insurance | To Be Determined |
|---------------------------------------|--------|-----|-----------|------------------|
| 1 | | | | |
| 2 ROBERTSON INDUSTRIES INC | ✓ | ✓ | ✓ | ✓ |
| 3 NO FAULT SPORT GROUP | ✓ | ✓ | ✓ | ✓ |
| 4 RECYCLED PLASTIC FACTORY | ✓ | ✓ | | ✓ |
| 5 REGAL CONTRACTORS | ✓ | ✓ | ✓ | ✓ |
| 6 GREENFIELDS OUTDOOR FITNESS, INC | ✓ | ✓ | ✓ | ✓ |
| 7 M GAY CONSTRUCTORS | ✓ | ✓ | ✓ | ✓ |
| 8 GULF COAST SPORTS LLC | ✓ | ✓ | ✓ | ✓ |
| 9 PLAYMORE RECREATIONAL PRODUCTS | ✓ | ✓ | ✓ | ✓ |
| 10 APOLLO SUNGUARD SYSTEMS INC | ✓ | ✓ | | ✓ |
| 11 J DURGAN & ASSOC | ✓ | ✓ | ✓ | ✓ |
| 12 REP SERVICES INC | ✓ | ✓ | ✓ | ✓ |
| 13 DRP - DOMINICA RECREATION PRODUCTS | ✓ | ✓ | ✓ | ✓ |
| 14 MUSCO SPORTS LIGHTING LLC | ✓ | ✓ | ✓ | ✓ |
| 15 MILLER RECREATION | ✓ | ✓ | ✓ | ✓ |

Staff Assigned to tabulate bids and make recommendations:

Kami Stalling
Name

Program Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Paul Stalling
Clerk
Kami Stalling
Department Representative

BID TABULATION FORM

RFP: 13/14-8

Date: January 7, 2014

Proj: Various Equipment & Amenities for Parks and Playgrounds

Time Open: 1:08

Ad: Clay Today, November 28, 2013

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Bids to be evaluated based on evaluation criteria established in bid document.

| Bidder | Copies | W-9 | Insurance | To Be Determined |
|---|--------|-----|-----------|------------------|
| 16 SOUTHERN RECREATION INC | ✓ | ✓ | ✓ | ✓ |
| 17 SITE HORIZONS <i>mult. submitted</i> | ✓ | ✓ | ✓ | ✓ |
| 18 BLISS PRODUCTS | ✓ | ✓ | ✓ | ✓ |
| 19 ADVANCED RECREATIONAL CONCEPTS | ✓ | ✓ | ✓ | ✓ |
| 20 | | | | |
| 21 | | | | |
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| 25 | | | | |
| 26 | | | | |
| 27 | | | | |
| 28 | | | | |
| 29 | | | | |
| 30 | | | | |

Staff Assigned to tabulate bids and make recommendations:

Karie Starling
Name

Program Coordinator
Title

Recommendations: Staff will review the bids and present a recommendation to the Budget/Finance Committee for subsequent recommendation to the Board. Bids to be evaluated based on evaluation criteria established in bid document.

Bid Opening Witnessed By: Donna Fish
(BCC)

Paul Stuts
Clerk
Karrie Starling
Department Representative

**MINUTES
BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY
GREEN COVE SPRINGS, FLORIDA
FEBRUARY 11, 2014**

CALL TO ORDER - 2:05 P.M. - Chairman Wendell Davis

INVOCATION - Commissioner Chereese Stewart

PLEDGE - Commissioner Ronnie Robinson

ROLL CALL

Present: Commissioner District 1 Chairman Wendell Davis
Commissioner District 3 Vice-Chair Diane Hutchings
Commissioner District 5 Commissioner Ronnie Robinson
Commissioner District 4 Commissioner Chereese Stewart

Absent: Commissioner District 2 Commissioner Doug Conkey

Staff Present: County Manager S. C. Kopelousos
County Attorney Mark Scruby
County Auditor Mike Price

ARTWORK - High School Senior Art Students

Administrative Assistant Diane Walker presented artwork from Clay High and Oakleaf High Schools. The principal and art teacher of Clay High School are Pete McCabe and Mrs. Mallard respectively. The principal and art teacher of Oakleaf High School are David Broskie and Kezia Laberis respectively. Clay High School contributing artists were Shelby Griffis, Andrew Carlee, Shy Stacy, Kristen Fiore, Kim Carter, and Kara Bentley. Oakleaf High School contributing artists were Tristan Mace, Maevis Richardson, Krysten Ross, Adrianna Brooks, Bella Araujo, Lindsey Depontes, and Ivan Hernandez.

PET ADOPTIONS

Animal Care and Control Director Gail Flakes and staff member Bette Alexander presented pets for adoption: a dog named Tyson, and a cat named Love.

PROCLAMATION

← Page 140 - 156 (Feb 11 BCC minutes)
minute packet

8. Recommended approval to post notice of intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds, to multiple companies. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for ball park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division, Funding Sources: Various
9. Recommended approval to post notice of intent and to award Bid No. 13/14-11, Roof Replacement at Clay County Extension Office Building, to Armstrong Roofing, Inc. in the amount of \$29,460.00. Approval will be effective after 72-hour bid protest period has expired, assuming no protests are received. Submittals are available for review in the Purchasing Division. Funding Source: 001-1202-546100
10. Recommended approval of the First Renewal to Agreement #12/13-151 with the Clay County Economic Development Council for services related to economic development. Recommended additional approval that the competitive procurement be waived and that the Economic Development Council be authorized as sole source for the economic development services. This First Renewal is in the amount of \$50,000.00 and has an effective period of October 1, 2013 through September 30, 2014. Funding Source: 131-1804-531000
11. Recommended approval of Mediated Settlement Agreement concerning dispute over refunding of advance payments to 911 Direct.

PUBLIC COMMENTS No public comments were made.

There being no further business to come before the committee, the meeting adjourned at 3:40 p.m.

Diane Hutchings
Committee Chair

Angela Goodermote
Recording Secretary

**MINUTES
BOARD OF COUNTY COMMISSIONERS
CLAY COUNTY
GREEN COVE SPRINGS, FLORIDA
FEBRUARY 25, 2014**

CALL TO ORDER - 2:02 P.M. - Vice-Chair Diane Hutchings

INVOCATION - Commissioner Doug Conkey

PLEDGE - Commissioner Ronnie Robinson

ROLL CALL

Present: Commissioner District 3 Vice-Chair Diane Hutchings
Commissioner District 2 Commissioner Doug Conkey
Commissioner District 5 Commissioner Ronnie Robinson
Commissioner District 4 Commissioner Chereese Stewart

Absent: Commissioner District 1 Chairman Wendell Davis

Staff Present: County Manager S. C. Kopelousos
County Attorney Mark Scruby
County Auditor Mike Price
Chief Assistant County Attorney Fran Moss

ARTWORK - Paterson Elementary

Administrative Assistant Diane Walker presented artwork from Paterson Elementary School. The principal and art teacher are Terry Grieninger and Denise Madonia respectively. The contributing artists are Alyssa Clark, Heather Wilcox, Logan Ferreira, Jordyn Adametz, Ally Hurley, Kirra Gillard, and Jillian McKinney.

PET ADOPTIONS

Animal Care and Control Director Gail Flakes and staff member Bette Alexander presented pets for adoption: a dog named Lori, and a cat named Michael.

SPECIAL STAFF RECOGNITION

The Board recognized and congratulated Clay County Engineering Project Manager Warrick L. Sams for his dedication to customer service, praise worthy work ethic, and on being awarded the American Public Works Association (APWA) Education Scholarship. County Engineer Beck, County Manager Kopelousos, and Commissioner Robinson all issued kudos to Mr. Sams for his contributions to Clay County.

PROCLAMATION - None

PRESENTATIONS

1. Representative Lake Ray, Briefing on Freight Mobility and Freight Logistics Zones

Representative Lake Ray, District 12, provided the Board a briefing on the establishment of Freight Mobility and Freight Logistics Zones. In addition, Representative Ray discussed Florida's economic pattern, long term stability, the shipping industry, economic impact of Florida's 14 ports, benefits of completing the outer beltway, moving forward as a regional area, and asked for the Board's support of the freight mobility and freight logistics zones concept.

Commissioner Conkey thanked Representative Ray for his leadership and asked what was needed from the Board. Representative Ray asked that one of the Commissioners work with him during the establishment of the concept frame work, that the Board embrace the idea in an informal manner, and advised that a Chairperson of Freight Logistic Zones may be required at some point.

Commissioner Robinson asked for clarification of the idea proposed and Representative Ray provided the same.

Vice-Chair Hutchings stated that the County is excited to move forward as part of the team, and that the Board will rely on the Board Chairman to make the requested Commissioner appointment.

APPROVAL OF MINUTES

2. February 11, 2014 BCC Meeting

After discussion, Commissioner Robinson moved, seconded by Commissioner Conkey, and carried 4-0, to approve the February 11, 2014 BCC Minutes as presented.

PUBLIC COMMENTS

Tammy Lachapelle, 8565 Stocks Road, Jacksonville, Florida requested the re-establishment of her company as a solid waste franchise holder. County Manager Kopelousos indicated that she will be meeting with staff to address the issue and report back to the Board.

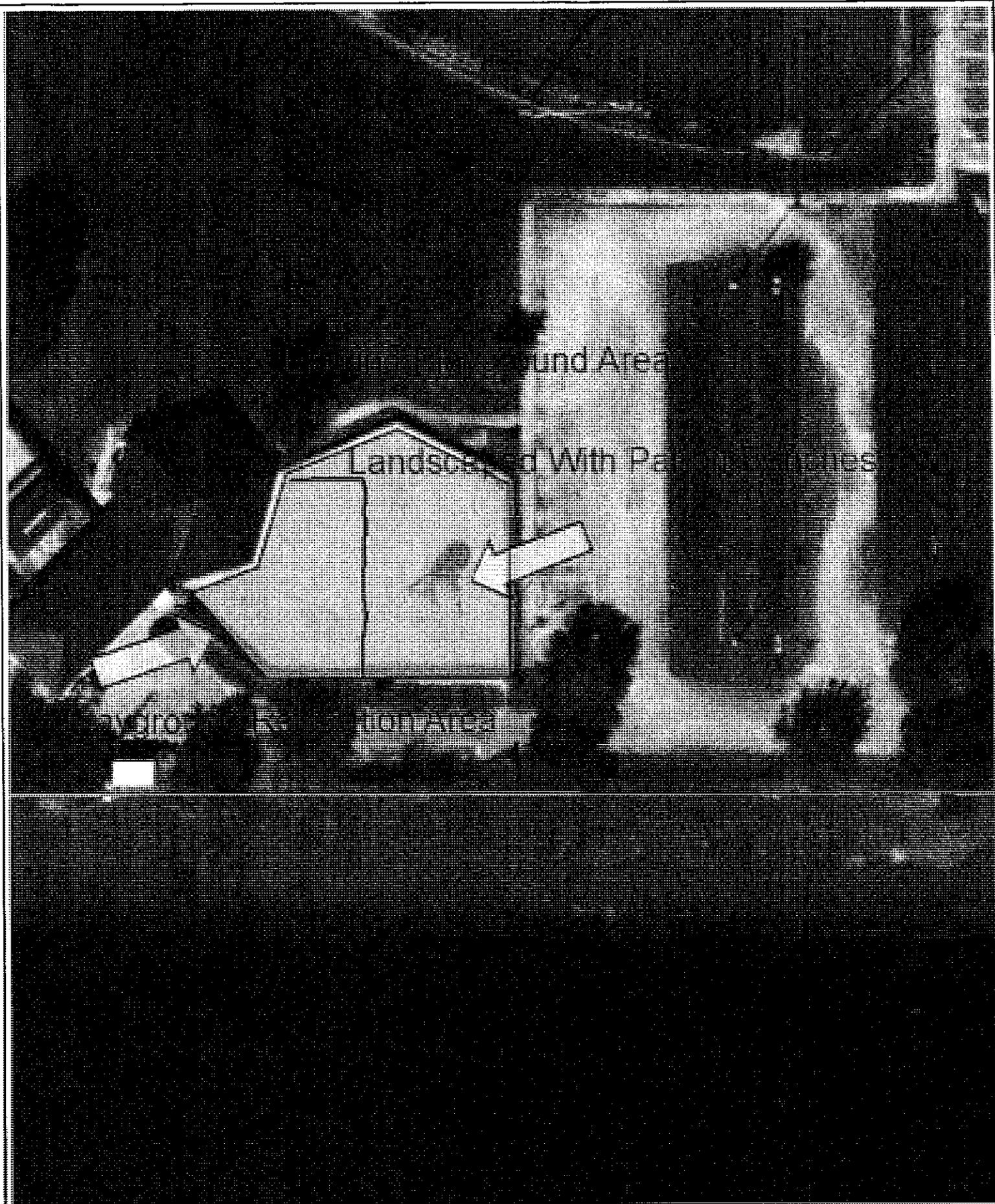
Bill Garrison, Economic Development Council Executive Director, 5288 County Road 218, Middleburg, Florida commented regarding professionalism and issued a public apology to the Board and Commissioner Robinson for his conduct during the February 11, 2014 Board of County Commissioners meeting.

Commissioner Robinson accepted Mr. Garrison's apology. He also commented regarding a potential twenty-five million dollar obligation with Big League Dreams (BLD), cited excerpts from BLD funding agreements and the BLD unsolicited proposal, and inquired as to whether or not an evening meeting could be held to discuss the BLD project.

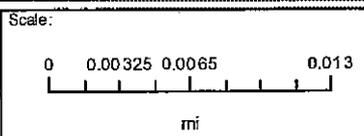
Vice-Chair Hutchings announced that a special Board of County Commissioners meeting is scheduled for March 4, 2014, at 2:00 P.M. to discuss the BLD project.

CONSENT AGENDA

After discussion, Commissioner Conkey moved, seconded by Commissioner Stewart, and carried 4-0, to approve the Consent Agenda as presented.



Sandhill Crane Playground
2355 S.E. Scenic Park Drive



James Frye

From: lholton@repservices.com
Sent: Wednesday, September 07, 2016 10:09 AM
To: James Frye
Cc: kfurman@repservices.com
Subject: Proj: 11348.04, PSL-Sand Hill Crane Park
Attachments: 11348.04-PROPOSAL.pdf

Hi Jim,

The proposal is done for the project and I think you guys will like it a lot. We came in under \$60,000.

We included on the equipment side, the warranted parts from Landscape Structures, new hardware for the whole structure and parts that were in need of replacement. Poured in Place rubber under the whole new playground area including under the relocated toddler swings.

On the installation side, we included, demolishing the old playground and saving any parts not being replaced. Dumpster provided for parts not being saved. Relocation of the existing swing. Installation of the playground at the location closer to the shelter.

The city will need to do the site work and remove the sand from the site. Add compactable dirt under the playground area and be minus 3 inches from top of shelter slab so the surfacing can be installed.

The balance of the site can be filled with mulch as we discussed. To place around 6 inches of mulch, you would need 85 yards of material.

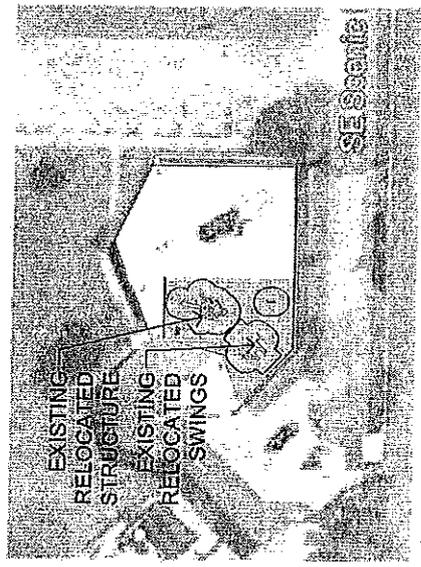
\$2125 plus freight. Let me know if you would like a quote for the mulch.

If you have any questions, please do not hesitate to ask.

Thanks,

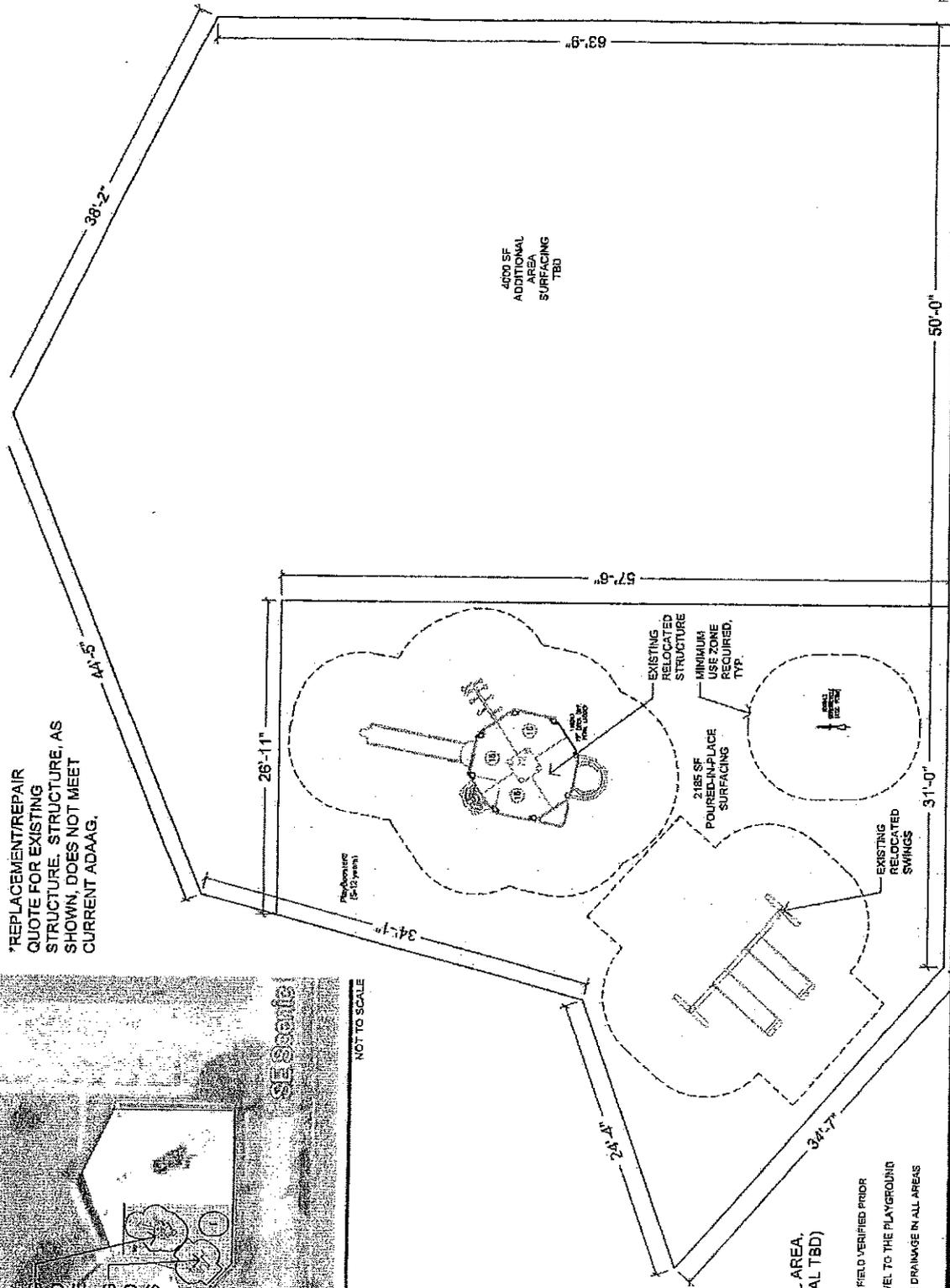
Kevin N Furman

Lori Holton | Sales Administrator | [email: lori@repservices.com](mailto:lori@repservices.com)
Rep Services, Inc. | 581 Technology Park, Suite 1009 | Lake Mary, FL 32746-7127
[office: 407.831.9658 x225](tel:407.831.9658) | [fax: 866-232-8532](tel:866-232-8532) | [web: www.repservices.com](http://www.repservices.com)
Experts at Play & Outdoor Spaces



Site Location Map
NOT TO SCALE

*REPLACEMENT/REPAIR QUOTE FOR EXISTING STRUCTURE. STRUCTURE, AS SHOWN, DOES NOT MEET CURRENT ADAAG.



SURFACING
2185 SF
POURED-IN-PLACE
8" FALL HEIGHT
(4000 SF ADDITIONAL AREA,
SURFACING MATERIAL TBD)

GENERAL NOTES:

1. EQUIPMENT LOCATION TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION
2. ACCESSIBLE ROUTE OF TRAVEL TO THE PLAYGROUND TO BE PROVIDED BY OTHERS
3. BASE MUST EXHIBIT POSITIVE DRAINAGE IN ALL AREAS

NOT FOR CONSTRUCTION



SHEET NO.
P-1
PAPER SIZE
B

RSI PROJ: 11348
DRAWING: 11348-12



Sand Hill Crane Park Port St. Lucie, FL



Please mail POs, contracts and checks to:
 Rep Services, Inc.
 581 Technology Park, STE 1009
 Lake Mary, FL 32746-7127

| | | |
|---|-----------------------------------|---|
| Proposed To: City of Port St. Lucie 2195 SE Airoso Blvd Port St. Lucie, FL 34984 | Ship To: Various locations | Bill To: City of Port St. Lucie 2195 SE Airoso Blvd Port St. Lucie, FL 34984 |
| Attn: Jim Frye | Attn: Various contacts | Attn: Jim Frye |

Project No: 11348 **Project Name:** PSL-Sand Hill Crane Park **Project Contact:** Jim Frye
Proposal No: 11348.04 **Proposal Name:** PSL-Sand Hill Crane Park **Project Location:** 2355 SE Scenic Drive
Proposal Date: 8/29/2016 **Proposal Expires:** 9/28/2016 Port St. Lucie, FL 34952

For Questions Contact: Carrie Humbert ☎ 407-831-9658 ✉ chumbert@repservices.com
Sales Consultant: Kevin Furman ☎ 561-333-4451 ✉ kfurman@repservices.com **Opt/Rev:** B/D **Printed:** 8/29/2016 - CH

| Vendor: Landscape Structures | | Proj Drawings: | | 553174 | |
|------------------------------|---------------|----------------|--|------------|-----------|
| Class | Part No | Qty | Description | Unit Price | Ext Price |
| Parts | 100198-00 | 6 EA | Parts: 3/8" x 1 1/8" BHCS w/Pin, SST | 1.10 | 6.60 |
| | 100201-00-000 | 4 EA | Parts: BHCS 6LP 5/8x1-1/2i SST | 4.70 | 18.80 |
| | 100327-00-000 | 6 EA | Parts: NUT HEX STD 3/8-16 SST | 0.50 | 3.00 |
| | 100362-00-000 | 2 EA | Parts: WASHER FLAT 3/8i SST | 0.30 | 0.60 |
| | 100365 | 8 EA | Washer flat SAE 3/8i SST | 0.20 | 1.60 |
| | 100610-00-000 | 20 EA | Parts: RIVET 1/4X5/8i DRV AS | 0.75 | 15.00 |
| | 100611 | 12 EA | 1/4" x 3/8" Drive Rivet, Aluminum with SST Pin | 1.10 | 13.20 |
| | 100685-00-000 | 2 EA | Parts: KEY HEX TPP 5/16i | 2.20 | 4.40 |
| | 100686-00-000 | 2 EA | Parts: BIT HEX SOCKET TPP 5/16i | 1.15 | 2.30 |
| | 101219-00-009 | 3 EA | T/U PAINT 4.5oz RED | 11.90 | 35.70 |
| | 103201-00-000 | 1 EA | Parts: EXIT SPRT W/S 56-72 DK DB | 276.00 | 276.00 |
| | 105327-01-000 | 32 EA | Parts: CLMP HALF 5i AL | 20.60 | 659.20 |
| | 106578-00-000 | 1 EA | Parts: HDW PKG SGL SLD HOOD PB | 26.00 | 26.00 |
| | 113729-00-000 | 16 EA | Parts: CLMP OFFSET 5i RAIL HGR | 26.75 | 428.00 |
| | 119863 | 1 EA | Deep Bubble Compl W/Holes | 251.00 | 251.00 |
| | 120918-00-000 | 3 EA | Parts: HDW PKG POD CLIMBER | 6.00 | 18.00 |
| | 122878 | 1 EA | hdw pkg 64/72 Cliff Climber | 93.00 | 93.00 |
| | 123256-00-000 | 1 EA | Parts: POLE HDW (FIRE/CORK) PB | 36.00 | 36.00 |
| | 125315-00-000 | 1 EA | handhold hdw pkg | 27.00 | 27.00 |
| | 126077 | 1 EA | hdw chain ladder PB | 40.00 | 40.00 |
| | 127086-00 | 1 EA | Installation instructions indep pod climbers | 0.00 | 0.00 |
| | 128146 | 4 EA | DK SPRT RH/52i POST ASY | 493.00 | 0.00 |
| | 128408 | 2 EA | DBL POST 72i CTR ACC RF | 1421.00 | 0.00 |
| | 128804 | 4 EA | DK SPRT LH/52i POST ASY | 493.00 | 0.00 |
| | 128834 | 4 EA | Crossbrace DK LONG PNT | 0.00 | 0.00 |
| | 129111 | 1 EA | hdw pkg summit support footer | 3.00 | 3.00 |
| | 129470 | 1 EA | hdw pkg summit climber PlayOdyssey | 30.00 | 30.00 |
| | 129575 | 1 EA | BRKT DK CHIMNEY CLMR PNT | 145.00 | 145.00 |
| | 130008 | 1 EA | HDW DBL POSTS Playodyssey | 33.00 | 0.00 |
| | 130009 | 1 EA | hdw roof PLAYODYSSEY | 86.00 | 0.00 |
| | 130010 | 1 EA | HDW DECK SPRT PLAYODYSSEY | 454.00 | 0.00 |
| | 130691-00 | 1 EA | Mid-Support (DB), Specify Color | 136.00 | 136.00 |
| | 130851 | 1 EA | hdw chimney climber beam PB | 32.00 | 32.00 |
| | 131672 | 1 EA | Hdw Pkg Sgl Wave Slide | 22.00 | 22.00 |
| | 132739-00-000 | 2 EA | Parts: HDW PKG ABOVE DK BARR PB | 31.00 | 62.00 |
| | 132755-00-000 | 2 EA | Parts: BARRIER 11-RUNG DK MNT | 439.00 | 878.00 |
| | 133532 | 1 EA | hdw pkg pod infill panel | 13.00 | 13.00 |
| | 134009-00 | 1 EA | Install for fire pole | 0.00 | 0.00 |

| | | | | |
|---------------|------|--|--------|--------|
| 134939 | 1 EA | hdw pkg chimney climber 72DK | 71.00 | 71.00 |
| 135331-00 | 1 EA | install for pipe barrier | 0.00 | 0.00 |
| 135387 | 1 EA | hdw pkg Cliff Climber PB | 42.00 | 42.00 |
| 135856 | 1 EA | installation instructions Summit Climber PlayOdyssey | 0.00 | 0.00 |
| 135866-00-000 | 1 EA | INST PB CHAIN LADDER DB | 0.00 | 0.00 |
| 135874-00 | 1 EA | install for Cliff Climber | 0.00 | 0.00 |
| 136515 | 1 EA | installation instructions playodyssey 72i CTR ACC RF | 0.00 | 0.00 |
| 137170-00 | 1 EA | Install Single Wave Slide | 0.00 | 0.00 |
| 138282 | 1 EA | installation instructions chimney climr 72 PB | 0.00 | 0.00 |
| 152982 | 1 EA | Deck Octagonal Section PVC | 944.00 | 944.00 |

| | | |
|---|-----------------------|-------------------|
| Product Subtotal: | | \$4,333.40 |
| Discount per the Clay County Contract #13/14-8: | | 2.00% (\$86.67) |
| Discounted Product Total: | | \$4,246.73 |
| Freight: Prepaid | Ship Method: Best Way | FOB: Destination |
| Weight: 1,352 lbs | Freight Charge: | \$1,408.34 |
| Landscape Structures Total: | | \$5,655.07 |

Vendor: Hanover Specialties, Inc. Proj Drawings: 553297

| Class | Part No | Qty | Description | Unit Price | Ext Price |
|---|--------------|---------|---|-----------------------|--------------------|
| Surfacing | PIP - SHCP 1 | 920 EA | Poured in Place - 8 ft fall height with TK. Standard 50% black and 50% standard color | 13.94 | 12,824.80 |
| | PIP - SHCP 2 | 1265 EA | Poured in Place - 8 ft fall height with TK. Standard 50% black and 50% standard color | 12.69 | 16,052.85 |
| Product Subtotal: | | | | | \$28,877.65 |
| Discount per the Clay County Contract #13/14-8: | | | | 2.00% | (\$577.55) |
| Discounted Product Total: | | | | | \$28,300.10 |
| Freight: Prepaid | | | | Ship Method: Best Way | FOB: Destination |
| Freight Charge: | | | | | Included |
| Hanover Specialties, Inc. Total: | | | | | \$28,300.10 |

Vendor: Rep Services Installer 553296

| Item | Qty | Description | Unit Price | Ext Price |
|--------------------------------------|------|---|------------|--------------------|
| OTHER | 1 EA | Rebuild Odyssey | 11,080.00 | 11,080.00 |
| OTHER | 1 EA | Disassemble old Odyssey Play Structure | 2,500.00 | 2,500.00 |
| INS-LSI | 1 LT | Installation new parts - Landscape Structures | 1,520.00 | 1,520.00 |
| RELOCATE | 1 EA | Relocate swing and install | 875.00 | 875.00 |
| DUMPSTER | 1 EA | Dumpster | 750.00 | 750.00 |
| DEMO | 1 LT | Demo Concrete and dispose offsite | 3,125.00 | 3,125.00 |
| Rep Services Installer Total: | | | | \$19,850.00 |

General Terms of Sale and Proposal Summary

Gov't: Net 30; Resellers: Check w/Order; Others: 50% down, balance prior to ship
 Note: Orders less than \$5,000 require payment with order

| | |
|------------------------|--------------------|
| Product: | \$32,546.83 |
| Installation: | \$19,850.00 |
| Freight: | \$1,408.34 |
| Proposal Total: | \$53,805.17 |

NOTE: Project-specific terms may override the above. Refer to the Notes below.

Notes

PQ-00038867-2 Original Job# T35729 Part B LSI custom quote# 97166
 The Clay County Contract #13/14-8 provides a 2% discount on LSI product. The maximum price for installation is 45% of the product price. (Installation does not include site prep, slabs, footings or engineering).

The Clay County Contract #13/14-8 provides a 2% discount on VitriTurf product. Installation is included in the price of the product.

Vitriturf Poured in Place Surfacing:

This quotation is for material, freight and installation.

Owner or contractor is responsible for:

- All site work, site preparation and base preparation.
- Accuracy of project dimensions and product quantities prior to ordering. Please specify product depth and color when ordering.
- Security of the site during cure time (typically 48 hours).

Installation:

- Disassemble old Odyssey Play Structure
- Remove Odyssey Damaged parts and large concrete footings & dispose of
- Rebuild the Odyssey playground using the newly provided parts by Landscape Structures

- Relocate the existing Toddler Swing set
- Dumpster

The undersigned warrants that he/she is an authorized representative of the company noted and has the requisite authority to bind said company and/or principal. If any particular billing is not paid when due, all outstanding balances, regardless of prior terms, will become immediately due and owing upon demand. Interest on past due amounts will be assessed at 1 ½ % per month or the maximum interest rate permitted by applicable law, whichever is less. Should it become necessary for either party to this contract to institute legal action for enforcement of any provisions of this contract, the prevailing party shall be entitled to reimbursement for all court costs and reasonable attorney's fees incident to such legal action. The parties hereto agree that proper venue for any legal action in any way related to this contract shall be in Seminole County, FL.

Accepted By:

City of Port St. Lucie

| | | | |
|--|---------------|--------------|------|
| | Authorized By | Printed Name | Date |
|--|---------------|--------------|------|

As Its: _____ (Title)

BOARD OF COUNTY COMMISSIONERS OF CLAY COUNTY, FLORIDA

NOTICE OF INTENT TO AWARD BID

RFP NO 13/14-8, Various Equipment and Amenities for Parks and Playgrounds

In accordance with the provisions of Section 8.N of the Clay County Purchasing Policy, notice is hereby given and posted of the decision of the Board of County Commissioners of Clay County, Florida (hereinafter the "Board") with respect to RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds. Responses to RFP No. 13/14-8 were opened on January 7, 2014. During its regular meeting on February 11, 2014, the Board rendered its decision to award RFP No 13/14-8 to multiple companies and this notice of intent to award bid is the official notification regarding said selection. The decision of the Board is final. Failure to file a protest within the time prescribed in Section 8.N of the Clay County Purchasing Policies shall constitute a waiver of proceedings under Section 8.N Bid Awards and Protests.

Stephanie C. Kopelousos
County Manager

Date of Posting:

02/12/14

Date of Removal:

02/18/14

Time of Posting:

8:45 a.m.

Time of Removal:

8:55 a.m.

Initials:

DF

Initials:

DF



**CLAY COUNTY
FLORIDA**

Purchasing Division
P.O. Box 1366
477 Houston Street
4th Floor, Admin Building
Green Cove Springs, FL
32043-0367

Area Code: 904
Phone: 278-3761
529-3761
Fax: 278-3728

County Manager
Stephanie C. Kopelousos

Commissioners:
Wendell D. Davis
District 1

Douglas P. Conkey
District 2

Diane Hutchings
District 3

T. Chereese Stewart
District 4

Ronnie E. Robinson
District 5

Switchboard:

GCS (904) 284-6300
KH (352) 473-3711
KL (904) 533-2111
OP/MBG (904) 269-6300

www.claycountygov.com

January 29, 2014

MEMO TO: Stephanie Kopelousos
County Manager

FROM: Karen Thomas
Purchasing Manager

SUBJECT: Budget, Personnel, & Policy Agenda, 2/3/14

ITEM: RFP No. 13/14-8

Recommend approval to post notice of intent and to award RFP No. 13/14-8, Various Equipment and Amenities for Parks and Playgrounds to multiple companies. All bids are based upon the % discount offered for products and service. This bid is also a means for qualifying vendors for Ball Park lighting services. Qualifying vendors will be requested to provide pricing on a project by project basis. The qualified vendor providing the lowest responsive quote will be awarded the project. This will provide playground equipment, amenities and lighting for all parks in Clay County and other entities wishing to utilize this RFP. Approval will be effective after 72 hour bid protest period has expired and assuming no protests are received. Submittals are available for review in the Purchasing Department.

Funding Source: various

Att. 1 – Staff Recommendation Sheet
2 – Price Sheets
3 – Bid Tabulation Sheet

/df

Karen Thomas

Brenda Leo

From: Donna Fish <Donna.Fish@claycountygov.com>
Sent: Thursday, November 17, 2016 10:33 AM
To: Brenda Leo
Subject: RE: RFP No 13/14-8 - Various Equipment and Amentities for Parks and Playgrounds
Attachments: Award Information.pdf; approval minutes.pdf; 1314-8 Playground Equip.pdf; 1314-8 Clarification No 1.pdf

Brenda,

This was awarded as a percent discount off of list price. You will need to get catalogs and price sheets from the vendors that you use. Per the bid, you get quotes for the lighting projects that you do since they are all different. There is no contract for each vendor (use the discount list for backup). The initial term runs until 02/11/17. See attached bid documents. Let me know if you have any questions.

Thank you,

Donna Fish, Buyer 1
Clay County Purchasing Division
P O Box 1366
477 Houston Street
Green Cove Springs, FL 32043
PH: 904-278-3761
Fax: 904-278-3728
Email address: donna.fish@claycountygov.com

From: Brenda Leo [mailto:bleo@cityofpsl.com]
Sent: Thursday, November 17, 2016 10:25 AM
To: Donna Fish <Donna.Fish@claycountygov.com>
Cc: Karen Thomas <Karen.Thomas@claycountygov.com>
Subject: RE: RFP No 13/14-8 - Various Equipment and Amentities for Parks and Playgrounds

Thank you. Is there an actual signed contract? Or do you use the Bid Form as your formal document?

Brenda Leo
Contract Specialist
Procurement Management Department
City of Port St. Lucie
772-871-5222
Fax: 772-871-7337

BID RECOMMENDATION SHEET

January 28, 2014

Bid #13/14-8

"Various Equipment & Amenities for Parks & Playgrounds"

| <u>BIDDERS</u> | <u>Bond</u> | <u>Base Bid</u> |
|--|-------------|---------------------|
| <u>Advanced Recreation Concepts</u> | NA | <u>See Attached</u> |
| <u>REP Services, Inc.</u> | NA | <u>See Attached</u> |
| <u>Southern Recreation</u> | NA | <u>See Attached</u> |
| <u>Playmore West, Inc.</u> | NA | <u>See Attached</u> |
| <u>J Durgan Assoc., Inc.</u> | NA | <u>See Attached</u> |
| <u>Victor Stanley, Inc.</u> | NA | <u>See Attached</u> |
| <u>Robertson Industries, Inc.</u> | NA | <u>See Attached</u> |
| <u>Recycled Plastic Factory, LLC</u> | NA | <u>See Attached</u> |
| <u>No Fault Sports Group, LLC</u> | NA | <u>See Attached</u> |
| <u>Greenfields Outdoor Fitness, Inc.</u> | NA | <u>See Attached</u> |
| <u>Regal Contractors, Inc.</u> | NA | <u>See Attached</u> |
| <u>Gulf Coast Sports, LLC</u> | NA | <u>See Attached</u> |
| <u>Bliss Products & Services, Inc.</u> | NA | <u>See Attached</u> |
| <u>Apollo Sunguard Systems, Inc.</u> | NA | <u>See Attached</u> |
| <u>Robertson Industries, Inc.</u> | NA | <u>See Attached</u> |
| <u>Miller Recreation Equip. & Design</u> | NA | <u>See Attached</u> |
| <u>Gametime, Inc.</u> | NA | <u>See Attached</u> |
| <u>Site Horizons</u> | NA | <u>See Attached</u> |
| <u>M Gay Constructors, Inc.</u> | NA | <u>See Attached</u> |
| <u>Musco Sports Lighting, Inc.</u> | NA | <u>See Attached</u> |

Staff Assigned to Tabulate Bids & Make Recommendations:

| <u>Name</u> | <u>Title</u> |
|---------------------|---|
| <u>Ellen Mattox</u> | <u>Admin Program Mgr., Division of Parks & Recreation</u> |

RECOMMENDATION:

It is staff's recommendation to accept all bids submitted. All bids are awarded based upon the % discount offered for products and services.

**PRICE AGREEMENT CONTRACT FOR VARIOUS EQUIPMENT AND AMENITIES
FOR PARKS & PLAYGROUNDS**

Bid #13/14-8

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
|--|-------------------------------------|--|----------------------------|-----------------------|------------------|----------------------------|
| Advanced Rec. Concepts (321) 775-0600 | Litchfield | Pavilions & Structures | 3% | 35% | Yes | Yes |
| | Highland Products | Site Furnishings | 3% | 35% | Yes | Yes |
| | R3 Recycled Play Structures | Playground Equip. | 3% | 35% | Yes | Yes |
| | Skyspan Structures | Shade Structures | 3% | 35% | Yes | Yes |
| | Zeager Playground Surfacing | Rubber surfacing | 5% | NA | Yes | Yes |
| | Bolling Forest Products | Wood Mulch | \$55 cu. yd. | NA | Yes | Yes |
| | Innovative Wood Mulch | Wood Mulch | \$55 cu. yd. | NA | Yes | Yes |
| | Water Splash | Water Play Equip. | 3% | NA | Yes | Yes |
| | BCI Burke | Playground Equip. | 5% | 35% | Yes | Yes |
| | Berliner Seilfabrik - Urban Designs | Cable Climbing Playground Equip. | 3% | 40% | Yes | Yes |
| | Playcraft by Krauss Craft/Exercraft | Playground & Fitness Equip. | 3% | 35% | Yes | Yes |
| | Superior International | Playground Equip. | 3% | 35% | Yes | Yes |
| | Paris/Ramparts | Fitness Equip. | 3% | 35% | Yes | Yes |
| | Sports Rock (Park Pets) | Rocks shaped like animals for climbing | 3% | 50% | Yes | Yes |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
|---------------------------------------|--|-------------------------|----------------------------|-----------------------|------------------|----------------------------|-----|
| Advanced Rec. Concepts (cont.) | Rubber Designs By Rainbow Turf Prod. | Playground surfacing | 5% | | Yes | Yes | |
| | Nationwide Turf | Synthetic Turf | 5% | NA | Yes | Yes | |
| | Polysoft | Playground surfacing | 5% | NA | Yes | Yes | |
| | Bison | Sporting Equip. | 3% | 40% | Yes | Yes | |
| | Kay Park | Park Amenities | 3% | 40% | Yes | Yes | |
| | Ultra Play | Park Furniture | 3% | 40% | Yes | Yes | |
| | Freenotes Harmony Park | Musical Amenities | 3% | 35% | Yes | Yes | |
| | Webcoat | Tables & Benches | 3% | 40% | Yes | Yes | |
| | GT Grandstands | Bleachers | 3% | 40% | Yes | Yes | |
| | Ball Fabrics | Shade Structures | 3% | 35% | Yes | Yes | |
| | Cedar Forest Products | Wooden Shade Structures | 3% | 35% | Yes | Yes | |
| | Playspace Services, Inc. | Installer | | | | | |
| | REP Services, Inc. (407) 831-9658, ext. 230 | Landscape Structures | Playground Equip. | 2% | 45% | Yes | Yes |
| | | Porter/Poligon | Shade Structures | 2% | 53% | Yes | Yes |
| | | DuMor, Inc. | Park Amenities | 2% | 40% | Yes | Yes |
| | | Anova | Park Amenities | 2% | 40% | Yes | Yes |
| USA Shade, Inc. | | Shade Structure | 2% | 60% | Yes | Yes | |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
|---------------------------------|----------------------------------|---|----------------------------|---------------------------------------|------------------|----------------------------|
| <u>REP Services.</u> (cont.) | ForeverLawn | Grass for safe-play areas | 5% | Installation included in price per SF | Yes | Yes |
| | Vitriturf/Hanover, Inc. | Poured in place surfacing | 2% | Installation included in price per SF | Yes | Yes |
| | Irvine Wood Recovery | Playground mulch | 5% | 99% | Yes | Yes |
| | Sof Surfaces | Tile for safe play areas | 5% | 33% | Yes | Yes |
| | Tot Turf | Poured in place surfacing | 2% | Installation included in price per SF | Yes | Yes |
| | Playland | Playground equip.; park amenities; shade structures | 15% | 28% | Yes | Yes |
| | SportsPlay | Playground equip.; shade structures | 10% | 28% | Yes | Yes |
| | Jaypro | Sports equip. | 10% | 28% | Yes | Yes |
| | Key Park | Bleachers; park amenities | 10% | 28% | Yes | Yes |
| | Webcoat | Park amenities & shade structures | 10% | 28% | Yes | Yes |
| Ultra Play | Playground equip. | 10% | 28% | Yes | Yes | |
| Ultra Site | Pet Park equip. & Park amenities | 10% | 28% | Yes | Yes | |
| Sitescapes | Park amenities | 10% | 28% | Yes | Yes | |
| Litchfield (SSI Structures) | Park amenities | 10% | 28% | Yes | Yes | |
| Superior Shade | Shade structures | 10% | 28% | Yes | Yes | |
| Zeager Wood Carpet | Playground surfacing | 10% | 28% | Yes | Yes | |
| Murdock | Water fountains | 10% | NA | Yes | Yes | |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
|---|--|-------------------------------------|---|-----------------------|------------------|----------------------------|-----|
| <u>Southern Recreation, Inc.</u> (cont.) | Sportable Scoreboards | Scoreboards | 10% | Varies with project | Yes | Yes | |
| | <u>Playmore West, Inc.</u> (329) 791-2400 | Playworld Systems | Playground Equip. | 5% | 30% | Yes | Yes |
| Zeager | | Playground surfacing | 5% | 75% | Yes | Yes | |
| X Grass | | Synthetic turf | 5% | Included | Yes | Yes | |
| Child Safe | | Poured in place safety surface | 5% | Included | Yes | Yes | |
| Shade Systems | | Shade structures | 5% | 60% | Yes | Yes | |
| Classic Recreation | | Shade structures & small RR bldgs. | 5% | 60% | | | |
| <u>J Durgan Assoc., Inc.</u> (561) 654-9708 | | Regal Contractors, Inc. | Installer | | | | |
| | | Greenfield Outdoor Fitness | Exercise equip. & h/c playground equip. | 2% | -0- | Yes | Yes |
| | | Apollo Sunguard | Shade structures | 5% | -0- | Yes | Yes |
| | | Henderson Recreation | Playground equip. | 10% | -0- | Yes | Yes |
| <u>Victor Stanley, Inc.</u> (407) 641-0241 (407) 637-9385 | Everguard | Poured in place safety surface | -0- | -0- | No | Yes | |
| | Victor Stanley | Planters, trashcans, park amenities | 5% | 25% | Yes | Yes | |
| <u>Robertson Industries, Inc.</u> (954) 882-1366 | Tot Turf | Poured in place safety surface | 10% | Included | Yes | Yes | |
| | Art of Flooring | Installer | | | | | |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied | |
|--|--|---|--|-----------------------|------------------|----------------------------|-----|
| <u>Recycled Plastic Factory, LLC</u> (941) 473-1618 | Recycled Plastic Factory, LLC | Park amenities | 23% | NA | Yes | Yes | |
| <u>No Fault Sports Group, LLC</u> (225) 215-7760 | No Fault Sports Group, LLC | Poured in place safety surface | 10% | | | | |
| | Playsafe Surfacing, LLC | Installer | | | | | |
| <u>Greenfields Outdoor Fitness, Inc.</u> (888) 315-9037 | Greenfields Outdoor Fitness, Inc. | Exercise equip. & h/c playground equip. | 2% | Varies | Yes | Yes | |
| | <u>Regal Contractors, Inc.</u> (561) 906-7321 | Installer | NA | 40% | | | |
| <u>Regal Contractors, Inc.</u> (561) 906-7321 | Henderson Recreation Equip., LTD | Installer | NA | 35% | | | |
| | Everguard Surfacing | Installer | NA | -0- | | | |
| | Apollo Sunguard | Installer | NA | 80% | | | |
| | Landscape Structures, Inc. | Installer | NA | 30% | | | |
| | Playworld Systems | Installer | NA | 30% | | | |
| | PlaypowerLT/Little Tikes Commercial Farmington | Installer | NA | 36% | | | |
| | Miracle Recreation Equip. | Installer | NA | 32% | | | |
| | Shade Systems, Inc. | Installer | NA | 80% | | | |
| | <u>Gulf Coast Sports, LLC</u> (855) 827-1386 | Gulf Coast Sports, LLC | Bleachers, Pressboxes & park amenities | 5% | 3% | No | Yes |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
|--|-------------------------|--|----------------------------|-----------------------|------------------|----------------------------|
| Bliss Products & Services, Inc. (904) 210-7760 | ActionPlay | Safe play borders, swing parts, park amenities | 5% | Priced per job | Yes | Yes |
| | American Mulch | Mulch | Priced per job | Priced per job | No | No |
| | Athletic Connection | Athletic equip. | 5% | Priced per job | Yes | Yes |
| | Bark Park | Equip. for dog park | 8% | 35% | Yes | Yes |
| | Big Toys | Playground equip. | 5% | 35% | Yes | Yes |
| | BRP | Bleachers, park amenities | 5% | Priced per job | Yes | Yes |
| | CemRock | Rock climbers | 5% | Priced per job | No | No |
| | Childworks | Playground equip. & swing parts | 5% | Priced per job | Yes | Yes |
| | Colorado Time Systems | Scoreboards | 5% | Priced per job | Yes | Yes |
| | Compac Filtration | Equip. for water parts | 5% | Priced per job | Yes | Yes |
| | Dero | Bicycle racks | 5% | Priced per job | Yes | Yes |
| | Dura Play | Safety surfaces | 5% | Priced per job | Yes | Yes |
| | DynaCushion | Safety surfaces | 10% | Priced per job | No | No |
| | Dynamo | Sports & playground equip., rock climbing | 10% | Priced per job | Yes | Yes |
| | Electro Mesh Scoreboard | Scoreboards | 10% | Priced per job | No | No |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
|---|-----------------------------|--------------------------------------|----------------------------|-----------------------|------------------|----------------------------|
| Bliss Products & Services, Inc., (cont.) | Elephant Play | Playground equip. | 10% | 35% | Yes | Yes |
| | Everguard | Poured in place safety surfaces | 10% | Priced per job | No | No |
| | Everlast Climbing | Wall Climbers | 10% | Priced per job | Yes | Yes |
| | Fibar | ADA playground safety surfaces | 10% | Priced per job | Yes | Yes |
| | Forestry Resources | Mulch/Lumber | 5% | Priced per job | No | No |
| | Forte | Plastic timbers for safe-play area | 5% | Priced per job | Yes | Yes |
| | Gared Sports | Netting, field equip., sports equip. | 10% | Priced per job | Yes | Yes |
| | GT Grandstands | Bleachers | 10% | Priced per job | Yes | Yes |
| | Innovative Mulching | Mulch | 10% | Priced per job | No | No |
| | Jayhawk Plastics | Park furnishings | 10% | Priced per job | Yes | Yes |
| | Jaypro Sports | Indoor & outdoor sports equip. | 5% | Priced per job | Yes | Yes |
| | Jensen Swings | Repair parts for swings | 5% | Priced per job | Yes | Yes |
| | Kay Park | Playground equip. | 5% | Priced per job | NO | No |
| | Madrax | Bicycle racks | 5% | Priced per job | Yes | Yes |
| | Most Dependable Fountains | Water fountains | 5% | Priced per job | Yes | Yes |
| | Murdock Fountains | Water fountains | 5% | Priced per job | Yes | Yes |
| | National Recreation Systems | Bleachers | 5% | Priced per job | Yes | Yes |

| Outback Shelters | Shelters | 10% | Priced per job | Yes | Yes |
|--------------------------|---|----------------------------|-----------------------|------------------|----------------------------|
| Play and Park Structures | Playground equip. | 10% | 35% | Yes | Yes |
| Play Guard | Safety surfaces | 5% | Priced per job | No | No |
| Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
| Playmore | Playground Equip. | 5% | 35% | Yes | Yes |
| Playsafe Surfacing | Safety surfacing | 5% | Priced per job | No | No |
| Playsafer | Rubber mulch & curbing | 5% | Priced per job | Yes | Yes |
| Pro Mats | Netting, padding, benches, equip. | 5% | Priced per job | Yes | Yes |
| Rubber Recycling | Recycled rubber for safe play areas | 5% | Priced per job | No | No |
| Sand Lock Sandbox | Sandboxes | 5% | Priced per job | Yes | Yes |
| Sandee Sod, Inc. | Sod | Priced per job | Priced per job | No | No |
| Shade America | Shade Structures | 10% | Priced per job | Yes | Yes |
| Shaw Industries | Flooring/Carpet | 5% | Priced per job | No | No |
| Shelterscapes | Shelters(?) | 5% | Priced per job | No | No |
| Spectrum | ADA pool lifts & equipment | 5% | Priced per job | Yes | Yes |
| Spiral Court King | Court equipment | 5% | Priced per job | No | No |
| Spohn Ranch/Tru Ride | Skate ramps | 5% | Priced per job | Yes | Yes |
| Sportsplay | Playground equip., shelters, park amenities | 5% | Priced per job | Yes | Yes |

Bliss Products & Services, Inc., (cont.)

| Stewart Tennis Courts | Tennis Courts | Priced per job | Priced per job | Catalog Provided | Current MSRP List Supplied | |
|---|---------------------|--|----------------------------|-----------------------|----------------------------|----------------------------|
| Structural Wood Systems | Lumber | 5% | Priced per job | No | No | |
| Suwannee Lumber | Lumber | 5% | Priced per job | No | No | |
| Tennis Unlimited | Tennis netting | 5% | Priced per job | No | No | |
| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
| <u>Bliss Products & Services, Inc., (cont.)</u> | Terra Pad | Pads for fall zones | 5% | Priced per job | Yes | Yes |
| | Terra Soft | Poured in place safety surface | 5% | Priced per job | Yes | Yes |
| | Turf Evolution | Synthetic grass | 5% | Priced per job | Yes | Yes |
| | Ultra Play | Toddlers play equip. | 5% | Priced per job | Yes | Yes |
| | Ultra Site | Shade structures, park bleachers, park amenities | 5% | Priced per job | Yes | Yes |
| | Ultra Shade | Shade structures | 5% | Priced per job | Yes | Yes |
| | Vortex Water Parks | Equip. for water parks | 5% | Priced per job | Yes | Yes |
| | Webcoat | Plastic coated park amenities | 5% | Priced per job | Yes | Yes |
| | Wood Mulch Products | Mulch | 5% | Priced per job | No | No |
| | X-Grass | Synthetic Turf | 5% | Priced per job | Yes | Yes |
| | Sandee Sod, Inc. | Installer | | | | |
| FunBuilders, Inc. | Installer | | | | | |
| Chris Patton | Installer | | | | | |

| | | | | | | |
|--|----------------------------------|-----------------------------|--|---|-------------------------|-----------------------------------|
| Apollo Sunguard Systems, Inc. (941) 925-3000 | Apollo Sunguard | Shade Structures | 8% | 50% | Yes | Yes |
| | Cocozza Construction | Installer | | | | |
| | Regal Contractors | Installer | | | | |
| Robertson Industries, Inc. (954) 882-1366 | A & W Specialty Contracting | Installer | | | | |
| | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount Included in MSRP discount | Catalog Provided | Current MSRP List Supplied |
| | TotTurf | Playground safety surfacing | 10% | | Yes | Yes |
| Miller Recreation Equip. & Design (941) 792-4580 | Art of Flooring | Installer | | | | |
| | Miracle Recreation Equipment Co. | Playground Equip. | 8% \$ 0 - \$4,999 12% \$5,000 - \$9,999 15% \$10,000 - \$17,999 18% \$18,000 - \$24,999 20% \$25,000 - above | 23% \$0- \$9,999 25% \$10,000 - \$24,000 26% \$25,000 - above | Yes | Yes |
| | Foresite Designs | Park amenities | 5% | 32% | Yes | Yes |
| | Recycled Design | Recycled park amenities | 5% | 32% | Yes | Yes |
| | Forever Lawn | Synthetic Grass | 5% | NA | Yes | Yes |
| | Shade Systems | Shade structures | 5% | NA | Yes | Yes |
| | Bison Sports | Sports equip. | 5% | 32% | Yes | Yes |
| | Webcoat | Coated outdoor furniture | 5% | 32% | Yes | Yes |

| Distributor | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
|--|------------------------------------|----------------------------------|----------------------------|-----------------------|------------------|----------------------------|
| Miller Recreation Equip. & Design (cont.) | No Fault | Safety surface, mulch, turf | 5% | NA | No | No |
| | Douglas Industries | Sports equip. | 5% | 32% | Yes | Yes |
| | Playsafer | Rubber Mulch | 5% | \$10 per cu. yd. | Yes | Yes |
| | Kay Park | Bleacher, park amenities | 5% | 32% | Yes | Yes |
| | Murdock Fountain | Water fountains | 5% | NA | Yes | Yes |
| | APS | Playground borders, repair parts | 5% | 25% | Yes | Yes |
| | Greenfield Outdoor Fitness | Outdoor fitness equip. | 5% | 30% | Yes | Yes |
| | Fibar | Playground safety surfacing | 10% | \$10 per cu. yd. | Yes | Yes |
| | RCP Shelter | Covered shelters | 5% | NA | Yes | Yes |
| | Coverworx | Prefabricated Structures | 5% | NA | Yes | Yes |
| GameTime, Inc. (800) 432-0162 | Principle Recreation, Inc. | Installer | | | | |
| | Playtime Installation | Installer | | | | |
| | Ryan Fitzgerald Construction, Inc. | Installer | | | | |
| | Gametime | Playground & fitness equip. | 15% | 25% | Yes | Yes |
| | UltraPlay | Playground equip. | 10% | 25% | Yes | Yes |
| UltraSite | Park amenities | 10% | 25% | No | Yes | |

| | GT Impax | Playground safety surfacing | 5% | Varies | Yes | Yes |
|--|---------------------------------|--|-----------------------------------|------------------------------|-------------------------|-----------------------------------|
| Site Horizons (407) 641-0231 (407) 637-9385 | Zeager | Playground safety surfacing | 5% | \$12 per cu. yd. | Yes | Yes |
| | Icon Shelter Systems | Shelters | 5% | 25% | Yes | Yes |
| | Icon Trail Series | Amenities for trails | 5% | 25% | Yes | Yes |
| | PW Athletic Mfg., LLC | Athletic equip. & park amenities | 5% | 25% | Yes | Yes |
| | Manufacturer | Product | Discount Allowed from MSRP | Installation Discount | Catalog Provided | Current MSRP List Supplied |
| Distributor Site Horizons (cont.) | Superior Shade, Inc. | Shade Structures | 5% | 30% | Yes | Yes |
| | Rainbow Rubber Safety Surfacing | Safety surfacing | 5% | included in price | Yes | Yes |
| | BCI, Burke Co. | Playground equip., surfacing, park amenities | 5% | 25% | Yes | Yes |
| | Wabash Valley | Park amenities | 5% | 25% | Yes | Yes |
| | Johnny Pitts Const. | Installer | | | | |
| M. Gay Constructors, Inc. (904) 714-4001 | Musco Sports Lighting | Installer for sports lighting | Priced per project per sport | Priced per project per sport | NA | Yes |
| | Musco Sports Lighting | Sports Lighting | Priced per project per sport | Priced per project per sport | NA | Yes |
| Musco Sports Lighting, LLC (800) 374-6402 | | | | | | |

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

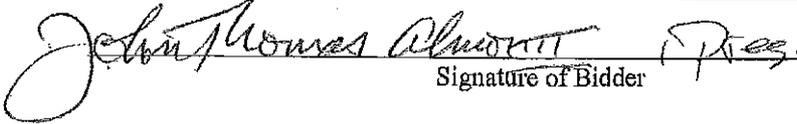
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary, FL 32746

Phone: 407-831-9658 ext:230 Email: tricia@repservices.com

Contact Name(s): Tricia Thomas


Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Landscape Structures, Inc.

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping & handling.

Installation (Fixed Percentage of cost after discounts of equipment): 45%

Manufacturer: Porter/Poligon

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping, handling, engineered footings/foundations.

Installation (Fixed Percentage of cost after discounts of equipment): 53%

Manufacturer: DuMor Inc.

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping & handling.

Installation (Fixed Percentage of cost after discounts of equipment): 40%

Manufacturer: Anova

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping & handling.

Installation (Fixed Percentage of cost after discounts of equipment): 40%

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

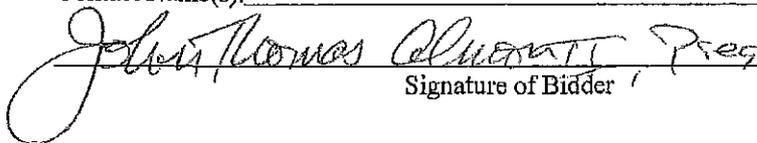
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary, FL 32746

Phone: 407-831-9658 ext:230 Email: tricia@repservices.com

Contact Name(s): Tricia Thomas


Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: USA Shade, Inc.

2% Discount. Plus shipping, handling, engineered footing/foundations.

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): 60%

Manufacturer: ForeverLawn

5% Discount.

Fixed Percentage Discount off MSRP:

Installation, shipping & handling included in price per SF.

Installation (Fixed Percentage of cost after discounts of equipment):

Manufacturer: Vitriturf/Hanover Inc.

2% Discount.

Fixed Percentage Discount off MSRP:

Installation, shipping & handling included in price per SF.

Installation (Fixed Percentage of cost after discounts of equipment):

Manufacturer: Irvine Wood Recovery

5% Discount. Plus shipping & handling.

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): 99%

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

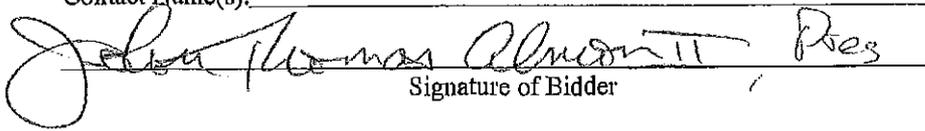
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary, FL 32746

Phone: 407-831-9658 ext:230 Email: tricia@repservices.com

Contact Name(s): Tricia Thomas


Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Sof Surfaces

Fixed Percentage Discount off MSRP: 5% Discount.

Installation (Fixed Percentage of cost after discounts of equipment): 33%

Manufacturer: Tot Turf

Fixed Percentage Discount off MSRP: 2% Discount

Installation (Fixed Percentage of cost after discounts of equipment): Installation, shipping & handling included in price per SF

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Al Bosgraff & Sons, Inc.

Address: 2032 Dumas Drive

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraff

Business Name: Johnny Pitts Construction, Inc.

Address: 4485 Dream Acres Road

Phone Number: 850-232-1615

Contact Name: Johnny Pitts

Business Name: DW Recreation, Inc.

Address: 7728 Great Oak Drive

Phone Number: 561-818-4819

Contact Name: Donald West

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.



12-05-2013

This letter is formal notification that the playground installer:

Al Bosgraaf & Sons, Inc.
2032 Dumas Drive
Deltona, FL 32738

Has been approved by Landscape Structures as a Certified Installer for installing the full line of Landscape Structures products in accordance to the installation specifications and instructions we publish.

To be a Certified Installer for Landscape Structures means we have reviewed their installation operation and actual field work and found them to meet our standards of quality and service.

We are happy to recommend Al Bosgraaf and Sons, Inc. as one of our valued Certified Installers.

Thank you,

A handwritten signature in cursive script that reads 'Steve Hare'.

Steve Hare
SE Regional Sales Manager
Landscape Structures Incorporated
601 7th Street South
Delano, MN 55328
763-972-5300
stevehare@playlsi.com



12-05-2013

This letter is formal notification that the playground installer:

Johnny Pitts Construction, Incorporated
4485 Dream Acres Road
Molino, FL 32577

Has been approved by Landscape Structures as a Certified Installer for installing the full line of Landscape Structures products in accordance to the installation specifications and instructions we publish.

To be a Certified Installer for Landscape Structures means we have reviewed their installation operation and actual field work and found them to meet our standards of quality and service.

We are happy to recommend Johnny Pitts Construction, Inc. as one of our valued Certified Installers.

Thank you,

A handwritten signature in cursive script that reads 'Steve Hare'.

Steve Hare
SE Regional Sales Manager
Landscape Structures Incorporated
601 7th Street South
Delano, MN 55328
763-972-5300
stevehare@playlsi.com



12-05-2013

This letter is formal notification that the playground installer:

D.W. Recreation Services, Inc.
2728 Great Oak Drive
Lake Worth, FL 33461

Has been approved by Landscape Structures as a Certified Installer for installing the full line of Landscape Structures products in accordance to the installation specifications and instructions we publish.

To be a Certified Installer for Landscape Structures means we have reviewed their installation operation and actual field work and found them to meet our standards of quality and service.

We are happy to recommend D.W. Recreation Services Inc. as one of our valued Certified Installers.

Thank you,

A handwritten signature in cursive script that reads 'Steve Hare'.

Steve Hare
SE Regional Sales Manager
Landscape Structures Incorporated
601 7th Street South
Delano, MN 55328
763-972-5300
stevehare@playlsi.com



December 6, 2013

Dear JT,

The Certified Poligon Installers in your territory are:

- Johnny Pitts jpcinc@bellsouth.net, 850.232.1615
4124 Pace Lane, Milton, FL 32571
- Jason Snodgrass watuagacompany@bellsouth.net, 321.267.5785, cell 321.537.2223
4275 Capron Road, Titusville, FL 32780
(Other Certified Poligon Installers with this crew are David Phelps and Greg Anson)
- Gerald Bosgraaf albas1@cfl.rr.com, 407.402.8495
2032 Dumas Drive, Deltona, FL 32738
(Other Certified Poligon Installers with this crew are John Bosgraaf)
- Donald West dwrecreation@bellsouth.net, 561.433.4709, cell 561.818.4819, fax 561.433.0175
7728 Great Oak Drive, Lake Worth FL 33467
(Other Certified Poligon Installers with this crew are Dave Cirillo)
- Hilario Gonzalez hilario@hgconstruction.us, 786.325.9121, fax 305.424.9334
7570 SW 77 Ave., Miami, FL 33143
- Erik Faaland martin5@comcast.net, 561.906.7321
P.O. Box 20075, West Palm Beach, FL 33416
- Gary Timberlake gtimbe1970@aol.com, 706.752.1710, cell 404.915.0692, fax 706.752.1702
1200 Cedar Grove Road, Buckhead, GA 30625
- Patrick Guy patrick@5guyscontracting.com, cell 770.330.0643
5304 Cedarbrooke Lane, Buford, GA 30518

Please do not hesitate to contact me if you have any questions or concerns about this.

Sincerely,

Eric Pelak
Quality Manager

Various Equipment and Amenities for Parks and Playgrounds

Contract #

Request for Quotation

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

| Manufacturer | Item and Page Number | Quantity | MSRP Unit Price | Contract Discount | Extended Price |
|--------------|----------------------|----------|-----------------|-------------------|----------------|
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Additional Services Required:

| Description | Quantity | Unit Price | Extended Price |
|-------------|----------|------------|----------------|
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Total: \$ _____

List any Subcontractors:

- 1. Name _____
- 2. Address _____
- 3. Telephone Number _____
- 4. Contact Name _____
- 5. Designated Work _____
- 6. Subcontractor Cost _____

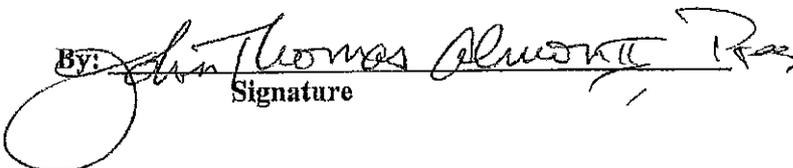
**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, Rep Services, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Rep Services, Inc.

By: 
Signature

John Thomas Almon II-President
Name and Title

581 Technology Park Suite 1009
Street Address

Lake Mary, FL 32746
City, State, Zip

12/18/2013
Date

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID FRCA
REPSE-1

DATE (MM/DD/YYYY)
12/09/13

PRODUCER

Alexander Insurance Agency
541 S. Orlando Ave., Suite 206
Maitland FL 32751
Phone: 407-629-4825 Fax: 407-629-5407

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Rep Services, Inc. ID#593771
581 Technology Park, #1009
Lake Mary FL 32746-7127

INSURERS AFFORDING COVERAGE

NAIC #

| | | |
|------------|--------------------------------|--------|
| INSURER A: | Hartford Insurance Co of SE | 002613 |
| INSURER B: | Travelers Indemnity Co of Amer | 004003 |
| INSURER C: | American Safety Indemnity Co. | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRC | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|---|----------------------|----------------------------------|-----------------------------------|--|--------------|
| C | | GENERAL LIABILITY | ELS1002386-1301 | 07/25/13 | 07/25/14 | EACH OCCURRENCE | \$ 1000000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 10000 |
| | | <input checked="" type="checkbox"/> XCU | | | | PERSONAL & ADV INJURY | \$ 1000000 |
| | | <input checked="" type="checkbox"/> Contractual Liab | | | | GENERAL AGGREGATE | \$ 2000000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | PRODUCTS - COMP/DP AGG | \$ See Below |
| | | <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | |
| A A A | | AUTOMOBILE LIABILITY | 21UECPP4626 | 07/25/13 | 07/25/14 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1000000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input type="checkbox"/> ALL OWNED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | | |
| | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN AUTO ONLY: EA ACC | \$ |
| | | | | | | AGG | \$ |
| C | | EXCESS/UMBRELLA LIABILITY | ESU1001474-1302 | 07/25/13 | 07/25/14 | EACH OCCURRENCE | \$ 2000000 |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ 2000000 |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | | <input checked="" type="checkbox"/> RETENTION \$10000 | | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | IDTCHUB-2254M35-2-13 | 05/17/13 | 05/17/14 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? | | | | E.L. EACH ACCIDENT | \$ 1000000 |
| | | If yes, describe under SPECIAL PROVISIONS below | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1000000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1000000 |
| C | | Products & C/Ops | ESL1002386-1301 | 07/25/13 | 07/25/14 | Occurenc | 1000000 |
| | | | | | | Aggregate | 2000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proj: 2

CERTIFICATE HOLDER

CLAYCOB

Clay County Board of
County Commissioners
477 Houston Street
Green Cove Springs FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]

Request for Taxpayer Identification Number and Certification

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

| | | |
|--|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Rep Services, Inc. | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____ | <input type="checkbox"/> Exempt payee |
| | Address (number, street, and apt. or suite no.) 581 Technology Park, Suite 1009 | Requester's name and address (optional) |
| City, state, and ZIP code Lake Mary, FL 32746-6239 | | |
| 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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

| | |
|---|--|
| Social security number | |
| [] [] [] - [] [] - [] [] [] [] | |
| Employer identification number | |
| 5 9 - 2 9 7 8 5 0 7 | |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

| | | |
|------------------|---|-------------------|
| Sign Here | Signature of U.S. person ▶ <i>R. Wm. George</i> | Date ▶ 08/07/2013 |
|------------------|---|-------------------|

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

RFP #13/14-8, 'Various Equipment and Amenities For Parks And Playgrounds'

Clay County Admin
Fourth Floor, Re
477 Houston
Green Cove Spr

RECEIVED
PURCHASING DIVISION

2014 JAN -3 A 10:32

CLAY COUNTY BOARD OF
COMMISSIONERS

RFP Services, Inc.

Clay County Purchasing Division
477 Houston Street
P.O. Box 1366
Green Cove Springs, FL 32043
904-278-3761

Receipt for Bid #: 13/14-8

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

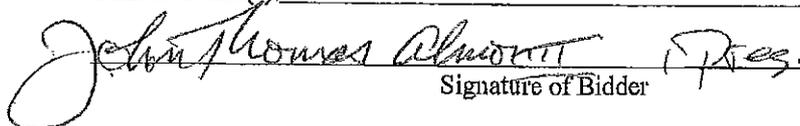
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary, FL 32746

Phone: 407-831-9658 ext:230 Email: tricia@repservices.com

Contact Name(s): Tricia Thomas


Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Landscape Structures, Inc.

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping & handling.

Installation (Fixed Percentage of cost after discounts of equipment): 45%

Manufacturer: Porter/Poligon

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping, handling, engineered footings/foundations.

Installation (Fixed Percentage of cost after discounts of equipment): 53%

Manufacturer: DuMor Inc.

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping & handling.

Installation (Fixed Percentage of cost after discounts of equipment): 40%

Manufacturer: Anova

Fixed Percentage Discount off MSRP: 2% Discount. Plus shipping & handling.

Installation (Fixed Percentage of cost after discounts of equipment): 40%

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

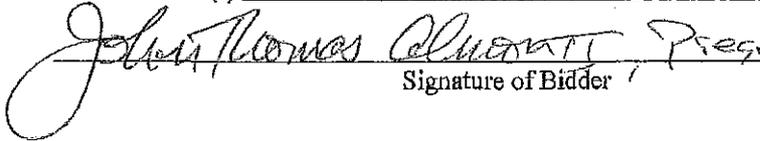
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary, FL 32746

Phone: 407-831-9658 ext:230 Email: tricia@repservices.com

Contact Name(s): Tricia Thomas


Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: USA Shade, Inc.

2% Discount. Plus shipping, handling, engineered footings/foundations.

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): 60%

Manufacturer: ForeverLawn

5% Discount.

Fixed Percentage Discount off MSRP:

Installation, shipping & handling included in price per SF.

Installation (Fixed Percentage of cost after discounts of equipment):

Manufacturer: Vitriturf/Hanover Inc.

2% Discount.

Fixed Percentage Discount off MSRP:

Installation, shipping & handling included in price per SF.

Installation (Fixed Percentage of cost after discounts of equipment):

Manufacturer: Irvine Wood Recovery

5% Discount. Plus shipping & handling.

Fixed Percentage Discount off MSRP:

Installation (Fixed Percentage of cost after discounts of equipment): 99%

BID FORM

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

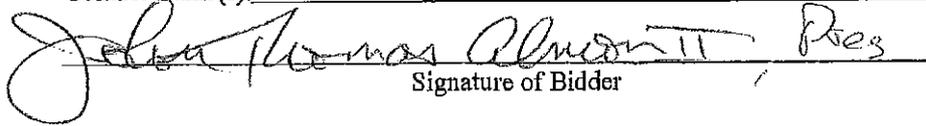
Bidder: Rep Services, Inc.

Address: 581 Technology Park, Suite 1009

City, State and Zip: Lake Mary, FL 32746

Phone: 407-831-9658 ext:230 Email: tricia@repservices.com

Contact Name(s): Tricia Thomas


Signature of Bidder

MANUFACTURER CATALOGS:

Manufacturer: Sof Surfaces

Fixed Percentage Discount off MSRP: 5% Discount.

Installation (Fixed Percentage of cost after discounts of equipment): 33%

Manufacturer: Tot Turf

Fixed Percentage Discount off MSRP: 2% Discount
Installation, shipping & handling

Installation (Fixed Percentage of cost after discounts of equipment): included in price per SF

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

Manufacturer: _____

Fixed Percentage Discount off MSRP: _____

Installation (Fixed Percentage of cost after discounts of equipment): _____

RFP #13/14-8, Various Equipment And Amenities For Parks And Playgrounds

SUB-CONTRACTOR EQUIPMENT INSTALLERS:

Business Name: Al Bosgraff & Sons, Inc.

Address: 2032 Dumas Drive

Phone Number: 407-402-8495

Contact Name: Gerald Bosgraff

Business Name: Johnny Pitts Construction, Inc.

Address: 4485 Dream Acres Road

Phone Number: 850-232-1615

Contact Name: Johnny Pitts

Business Name: DW Recreation, Inc.

Address: 7728 Great Oak Drive

Phone Number: 561-818-4819

Contact Name: Donald West

Note: Attach vendor/manufacture WRITTEN CERTIFICATION (s) naming bidder, and/or each of its sub-contractor installer(s), as an authorized installer certified to install park and playground equipment as required by each manufacturer. Failure to comply with this provision may result in rejection of bid.

RFP #13/14-8, Various
Equipment and Amenities
For Parks And Playgrounds



12-05-2013

This letter is formal notification that the playground installer:

Al Bosgraaf & Sons, Inc.
2032 Dumas Drive
Deltona, FL 32738

Has been approved by Landscape Structures as a Certified Installer for installing the full line of Landscape Structures products in accordance to the installation specifications and instructions we publish.

To be a Certified Installer for Landscape Structures means we have reviewed their installation operation and actual field work and found them to meet our standards of quality and service.

We are happy to recommend Al Bosgraaf and Sons, Inc. as one of our valued Certified Installers.

Thank you,

A handwritten signature in cursive script that reads 'Steve Hare'.

Steve Hare
SE Regional Sales Manager
Landscape Structures Incorporated
601 7th Street South
Delano, MN 55328
763-972-5300
stevehare@playlsi.com

RFP #13/14-8, Various
Equipment and Amenities
For Parks And Playgrounds



12-05-2013

This letter is formal notification that the playground installer:

Johnny Pitts Construction, Incorporated
4485 Dream Acres Road
Molino, FL 32577

Has been approved by Landscape Structures as a Certified Installer for installing the full line of Landscape Structures products in accordance to the installation specifications and instructions we publish.

To be a Certified Installer for Landscape Structures means we have reviewed their installation operation and actual field work and found them to meet our standards of quality and service.

We are happy to recommend Johnny Pitts Construction, Inc. as one of our valued Certified Installers.

Thank you,

A handwritten signature in cursive script that reads 'Steve Hare'.

Steve Hare
SE Regional Sales Manager
Landscape Structures Incorporated
601 7th Street South
Delano, MN 55328
763-972-5300
stevehare@playisi.com



12-05-2013

This letter is formal notification that the playground installer:

D.W. Recreation Services, Inc.
2728 Great Oak Drive
Lake Worth, FL 33461

Has been approved by Landscape Structures as a Certified Installer for installing the full line of Landscape Structures products in accordance to the installation specifications and instructions we publish.

To be a Certified Installer for Landscape Structures means we have reviewed their installation operation and actual field work and found them to meet our standards of quality and service.

We are happy to recommend D.W. Recreation Services Inc. as one of our valued Certified Installers.

Thank you,

A handwritten signature in cursive script that reads 'Steve Hare'.

Steve Hare
SE Regional Sales Manager
Landscape Structures Incorporated
601 7th Street South
Delano, MN 55328
763-972-5300
stevehare@playlsi.com



RFP #13/14-8, Various
Equipment and Amenities
For Parks And Playgrounds

December 6, 2013

Dear JT,

The Certified Poligon Installers in your territory are:

- Johnny Pitts jpcinc@bellsouth.net, 850.232.1615
4124 Pace Lane, Milton, FL 32571
- Jason Snodgrass watuagacompany@bellsouth.net, 321.267.5785, cell 321.537.2223
4275 Capron Road, Titnsville, FL 32780
(Other Certified Poligon Installers with this crew are David Phelps and Greg Anson)
- Gerald Bosgraaf albas1@cfl.rr.com, 407.402.8495
2032 Dumas Drive, Deltona, FL 32738
(Other Certified Poligon Installers with this crew are John Bosgraaf)
- Donald West dwrecreation@hellsouth.net, 561.433.4709, cell 561.818.4819, fax 561.433.0175
7728 Great Oak Drive, Lake Worth FL 33467
(Other Certified Poligon Installers with this crew are Dave Cirillo)
- Hilario Gonzalez hilario@hgconstruction.us, 786.325.9121, fax 305.424.9334
7570 SW 77 Ave., Miami, FL 33143
- Erik Faaland martin5@comcast.net, 561.906.7321
P.O. Box 20075, West Palm Beach, FL 33416
- Gary Timberlake gtimbe1970@aol.com, 706.752.1710, cell 404.915.0692, fax 706.752.1702
1200 Cedar Grove Road, Buckhead, GA 30625
- Patrick Guy patrick@5guyscontracting.com, cell 770.330.0643
5304 Cedarbrooke Lane, Buford, GA 30518

Please do not hesitate to contact me if you have any questions or concerns about this.

Sincerely,

Eric Pelak
Quality Manager

Various Equipment and Amenities for Parks and Playgrounds

Contract #

Request for Quotation

Description of Project: _____

A site plan (not to scale), along with drawing of proposed amenities, is attached. A mandatory site visit is scheduled for _____ at _____.

Price Quotation:

| Manufacturer | Item and Page Number | Quantity | MSRP Unit Price | Contract Discount | Extended Price |
|--------------|----------------------|----------|-----------------|-------------------|----------------|
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Additional Services Required:

| Description | Quantity | Unit Price | Extended Price |
|-------------|----------|------------|----------------|
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |

Total: \$ _____

List any Subcontractors:

1. Name _____
2. Address _____
3. Telephone Number _____
4. Contact Name _____
5. Designated Work _____
6. Subcontractor Cost _____

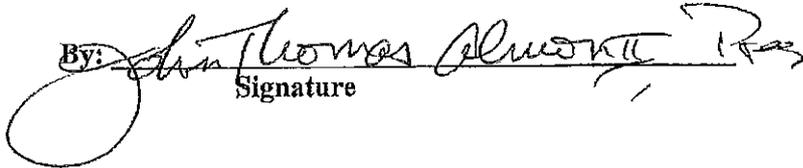
**Certification Regarding Debarment, Suspension,
Ineligibility and Voluntary Exclusion Form**

- (1) The prospective Vendor, Rep Services, Inc., certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

- (2) Where the Vendor is unable to certify to the above statement, the prospective Vendor shall attach an explanation to this form.

Vendor:

Rep Services, Inc.

By: 
Signature

John Thomas Almon II-President
Name and Title

581 Technology Park Suite 1009
Street Address

Lake Mary, FL 32746
City, State, Zip

12/18/2013
Date

ACORD**CERTIFICATE OF LIABILITY INSURANCE**OP ID FRCA
REPSE-1

DATE (MM/DD/YYYY)

12/09/13

PRODUCER

Alexander Insurance Agency
541 S. Orlando Ave., Suite 206
Maitland FL 32751
Phone: 407-629-4825 Fax: 407-629-5407

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Rep Services, Inc. ID#593771
581 Technology Park #1009
Lake Mary FL 32746-7127

INSURER A: Hartford Insurance Co of SE
INSURER B: Travelers Indemnity Co of Amer
INSURER C: American Safety Indemnity Co.
INSURER D:
INSURER E:

002613
004003

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRE | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|----------------|-------|--|-----------------------|----------------------------------|-----------------------------------|--|--------------|
| C | | GENERAL LIABILITY | EL81002386-1301 | 07/25/13 | 07/25/14 | EACH OCCURRENCE | \$ 1000000 |
| | | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 500000 |
| | | <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR | | | | MED EXP (Any one person) | \$ 10000 |
| | | <input checked="" type="checkbox"/> XCU | | | | PERSONAL & ADV INJURY | \$ 1000000 |
| | | <input checked="" type="checkbox"/> Contractual Liab | | | | GENERAL AGGREGATE | \$ 2000000 |
| | | GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | PRODUCTS - COMP/OP AGG | \$ See Below |
| A A A | | AUTOMOBILE LIABILITY | 21UECPP4626 | 07/25/13 | 07/25/14 | COMBINED SINGLE LIMIT (Ea accident) | \$ 1000000 |
| | | <input type="checkbox"/> ANY AUTO | | | | BODILY INJURY (Per person) | \$ |
| | | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | BODILY INJURY (Per accident) | \$ |
| | | <input checked="" type="checkbox"/> HIRED AUTOS | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | |
| | | GARAGE LIABILITY | | | | AUTO ONLY - EA ACCIDENT | \$ |
| | | <input type="checkbox"/> ANY AUTO | | | | OTHER THAN EA ACC | \$ |
| | | | | | | AUTO ONLY: AGG | \$ |
| C | | EXCESS/UMBRELLA LIABILITY | ESU1001474-1302 | 07/25/13 | 07/25/14 | EACH OCCURRENCE | \$ 2000000 |
| | | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE | | | | AGGREGATE | \$ 2000000 |
| | | <input type="checkbox"/> DEDUCTIBLE | | | | | \$ |
| | | <input checked="" type="checkbox"/> RETENTION \$10000 | | | | | \$ |
| B | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | IDT'CHUB-2254M35-2-13 | 05/17/13 | 05/17/14 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER | |
| | | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | E.L. EACH ACCIDENT | \$ 1000000 |
| | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1000000 |
| | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1000000 |
| C | | OTHER | ESL1002386-1301 | 07/25/13 | 07/25/14 | Occurrence | 1000000 |
| | | Products & C/Ops | | | | Aggregate | 2000000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Proj: 2

CERTIFICATE HOLDER

CLAYCOB

Clay County Board of
County Commissioners
477 Houston Street
Green Cove Springs FL 32043

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Request for Taxpayer Identification Number and Certification

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

| | | |
|--|---|---|
| Print or type See Specific Instructions on page 2. | Name (as shown on your income tax return) Rep Services, Inc. | |
| | Business name/disregarded entity name, if different from above | |
| | Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____ | |
| | <input type="checkbox"/> Exempt payee | |
| | Address (number, street, and apt. or suite no.) 581 Technology Park, Suite 1009 | Requester's name and address (optional) |
| City, state, and ZIP code Lake Mary, FL 32746-6239 | | |
| 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 the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

| Social security number | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|
| | | | | | | | | |

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

| Employer identification number | | | | | | | | |
|--------------------------------|---|---|---|---|---|---|---|----|
| 5 | 9 | - | 2 | 9 | 7 | 8 | 5 | 07 |

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *R. Wm. George*

Date ▶ 08/07/2013

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

RFP #13/14-8, 'Various Equipment and Amenities For Parks And Playgrounds'

Clay County Admin
Fourth Floor, Rm
477 Houston
Green Cove Springs

RECEIVED
PURCHASING DIVISION

2014 JAN -3 A 10:32

CLAY COUNTY BOARD OF
COMMISSIONERS

MEP Services, Inc.

Clay County Purchasing Division
477 Houston Street
P.O. Box 1366
Green Cove Springs, FL 32043
904-278-3761

Receipt for Bid #: 13/14-8



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 12/5/16

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager 
Patricia Roebling, P.E., Assistant City Manager – City Engineer 
James Angstadt, P.E., Director of Public Works
Cheryl Shanaberger, MPA, CPPO, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: E-Bid #20160132 – Median Mowing and Landscape Maintenance Services – Becker/Gatlin

Submittal Date: 11/22/2016

STRATEGIC PLAN LINK: Port St. Lucie Vision 2030, Principal B Beautiful City, Attractive and well maintained streetscapes and medians on major corridors

BACKGROUND: The City has an estimated 635 acres of medians and adjacent property with approximately 1,013,725 linear feet of roadway and sidewalk edges that require median mowing and landscape services. Previously the entire 635 acres of median mowing and 1,013,725 linear feet of edging was maintained by a single contractor who was unable to provide the required rotations at the contracted unit price. City Staff recommended dividing the area into multiple contracts so that the level of service can be maintained at a sustainable unit price, and intended to award these contracts to several local vendors. Services for approximately 145.00 acres of mowing and 166,433 linear feet of edging are included in this E-Bid and areas are identified in the attached map. The mowing and landscape maintenance services for Becker/Gatlin areas include, but are not limited to, mowing, edging, weed removal and control, clean up, ground cover and shrubbery maintenance, and providing detailed summaries of daily activities. The E-Bid was advertised on May 21, 2016 to two hundred sixty one (261) bidders. The City received three (3) proposals on June 20, 2016, of which all three (3) were responsive bidders. This contract was initially awarded to Florida Native Lawn Services, LLC on July 11, 2016. Florida Native has consistently not provided the contracted services, and City staff

has made every attempt possible to resolve the ongoing issues, to no avail. The contract has been terminated, effective December 18, 2016.

ANALYSIS: Staff contacted and received a Project Plan with the next responsive bidder that was willing and able to provide required mowing and landscape maintenance services for the City. STS Maintain Services, Inc. currently provides these services for the City and has the necessary knowledge, skills, local labor, and equipment to provide the required services for this contract.

FINANCIAL INFORMATION: Funds are available in the Public Works Storm Water Utility Fund and Road and Bridge Fund

LEGAL INFORMATION: Reviewed by Ella Gilbert on June 8, 2016, and is approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160132 – Median and Retention Pond Mowing and Landscape Maintenance Services – Becker/Gatlin Areas to STS Maintain Services, Inc., and to enter into a unit price contract for \$28.00 per acre for mowing and \$0.01 per linear foot for edging, for a term of five (5) years with a renewal option of one (1) additional five (5) year term, without further council approval. The estimated annual cost is \$168,101.28, plus a one-time \$10.00 indemnification fee.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: See Attachment C – Becker/Gatlin Service Area Map

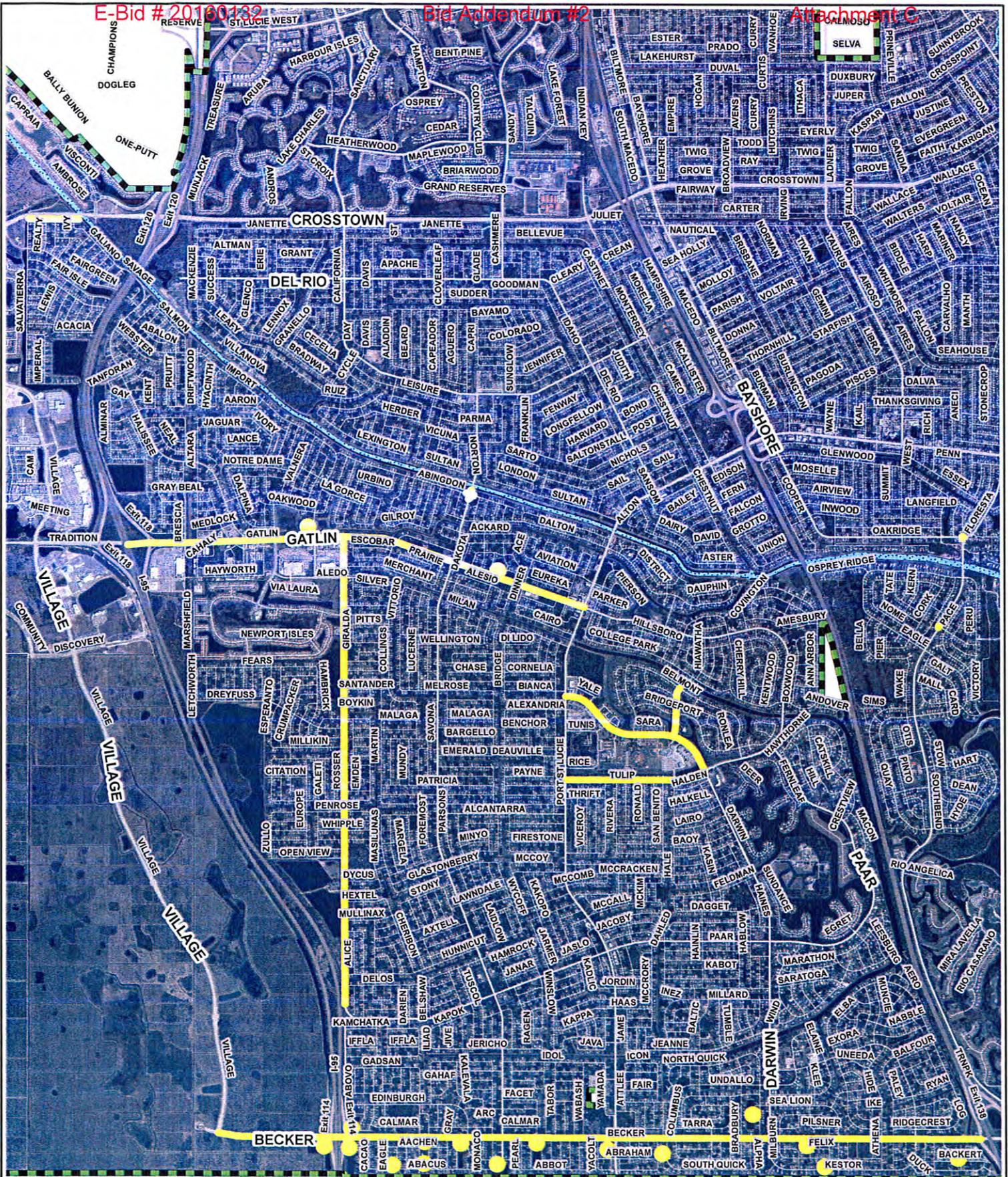
ATTACHMENTS: Location Map, Contract, Bid Tabulation Report, STS Maintain Services, Inc. proposal, STS Maintain Project Plan, Florida Native Lawn Services, LLC Termination Letter and Documentation

*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

NOV 22 2016

CITY MANAGER'S OFFICE



E-Bid #20160132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker / Gatlin
 Page 1 of 1

| | |
|--------|-----------|
| Date | 8/2/2016 |
| Page | 1 of 1 |
| Tech | DG |
| MSD/SP | CJ/DW/BAK |

0 0.15 0.30 0.45
 Miles

Disclaimer: All data shown herein is given for informational purposes only. No warranty of any kind is made, implied or otherwise.

**CITY OF PORT SAINT LUCIE
CONTRACT #20160132**

This is a fixed price CONTRACT, executed this ____ day of _____ 2016, 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", and STS Maintain Services, Inc., a Florida Corporation, Telephone No (772) 473-1900, hereinafter called "Contractor".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

**SECTION I
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 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: Brenda Leo, Contract Specialist City of Port St. Lucie 121 SW Port St. Lucie, Blvd. Port St. Lucie, FL. 34984 Telephone (772) 871-5222, Fax (772) 871-7337 Email: bleo@cityofpsl.com |
| City Project Manager: | John Dunton Public Works Department 121 SW Port St. Lucie Blvd. Port St. Lucie, Florida 34984 Telephone: (772) 344-4035 Fax: (772) 871-7397 Email: jdunton@cityofpsl.com |
| Contractor: | Mark Farrara STS Maintain Services, Inc. 2061 SW Racquet Club Dr. Palm City, FL 34990 Telephone: (772) 473-1900 Email: mfarrara2004@yahoo.com |

**SECTION II
 DESCRIPTION OF SERVICES**

The Contractor shall provide services for Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas pursuant to E-BID- #2016132 and all addenda per the following scope of work:

SCOPE OF WORK

- 2.1 The City has an estimated **145.00 acres** of median mowing and landscape maintenance and **166,433 linear feet** of edging required for this contract. The bidder will be required to maintain additional sites as growth continues throughout the City.
- 2.2 Median and Retention Pond Mowing and Landscape Maintenance Services for Becker/Gatlin Areas rotation shall be thirty six (36) times annually, with the exception of approximately three (3) acres of St. Augustine turf that will require forty (40) annual rotations, and seven (7) acres of unimproved land (Becker - TP Bridge) that will require twelve (12) annual rotations. Edging rotations shall be sixteen (16) times annually.
- 2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.
- 2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

| MOWING | Acres |
|---|--------------|
| Becker Corridor from S. Village Parkway to Tesoro | 7.25 |
| Becker Corridor and Tesoro (St. Augustine Turf) | 3 |
| Becker Turnpike Signs | 1 |
| Becker - TP Bridge -Unimproved | 7 |
| Becker | 1 |
| Becker / I-95 - mowing | 38 |
| Becker Area Retention Ponds - mowing | 21.25 |
| Bradshaw Circle | |
| Kestor Drive | |
| Felix Drive | |
| SW Quick Circle | |
| Bradbury Street | |
| PSL Boulevard | |
| Rolfe Street | |
| Savona Boulevard | |
| Lackawanna Street | |

| | |
|--|---------------|
| Hallmark Street (2 ponds) | |
| Eagle Street | |
| Babylon Street (2 ponds) | |
| Gatlin Blvd from S Village Parkway to Port St. Lucie Blvd. | 27 |
| Gatlin Blvd / I-95 | 1 |
| Gatlin (south ROW) between Savona and Rosser | 3 |
| Gatlin Retention areas-mowing | 8 |
| Import Pond "Tract M & L" Section 31 | 8 |
| Rosser - Gatlin to Becker | 7.5 |
| Savona (Circle) | 2 |
| Tulip Blvd. | 0.5 |
| Landale Blvd. | 0.5 |
| Darwin/Tulip/Belmont (greenbelt) | 9 |
| Total Acreage - Mowing | 145.00 |

| EDGING | Linear Feet |
|---|--------------------|
| Becker - edging | 36,496 |
| Becker/TP Interchange - edging | 7,920 |
| Becker / I-95 - edging | 16,083 |
| Becker & Southbend (median) - edging | 1,150 |
| Gatlin - Sidewalk - edging | 700 |
| Gatlin/I-95 edging | 2,397 |
| Gatlin Boulevard | 88,800 |
| Rosser edging | 2,112 |
| Rosser edging (Gatlin to Aledo) | 860 |
| Rosser (East ROW) - edging | 4,752 |
| Rosser (West ROW) edging | 1,760 |
| Darwin (West of Tulip) - edging | 1,403 |
| Darwin/Tulip/Belmont (greenbelt) edging | 2,000 |
| Total Linear feet - edging | 166,433 |

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2”) to three inches (3”) for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date

of service. No cuttings dispensed from mower shall be blown into plant beds. **Note:** trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 Diseased or Damaged Plant Material - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 Landscape Maintenance

2.9.1 Ground Cover and Shrubbery Maintenance – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 Crack and Joint Cleaning – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 Weeding – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 Herbicides - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 Damages During Performance of Work - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be

completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Becker/Gatlin Areas as indicated in Section 2.4 and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III TIME OF PERFORMANCE

The Contract Period will start on December 19, 2016 and will extend for five (5) years ending on December 18, 2021. 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 end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City 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

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis in the amount of \$28.00 per acre for mowing and \$0.01 per linear foot for edging for locations identified in Section 2.4, plus a one-time ten-dollar (\$10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) 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, or their designee, as required under Section XIII of the Contract.

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.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at <http://www.bls.gov/cpi/home.htm>.

CPI-U Calculation Example

| | |
|--|---------|
| CPI for current period - August 2015 | 230.379 |
| Less CPI for previous period | 226.545 |
| Equals index point change | 3.834 |
| Divide by previous period CPI | 0.0169 |
| Multiply by 100 equals percentage change | 1.69%** |

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

**SECTION VI
WORK CHANGES**

The City reserves the right to order 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. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. 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 determined by mutual agreement of the parties.

SECTION VII CONFORMANCE WITH E-BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Contractor pursuant to the E-Bid Specifications on file in the Procurement Management Department of the City. All documents submitted by the Contractor 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 VIII INDEMNIFICATION/INSURANCE

The Contractor 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 Contractor and persons employed or utilized by the Contractor in the performance of the construction 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. 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 Contractor, including independent contractors and subcontractors utilized, 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, and \$500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must 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 (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall 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. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. 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 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. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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 shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance 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 for Commercial General Liability 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 the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies 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. 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.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

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, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds \$5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

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: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars (\$5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV 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(s), 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(s) 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. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

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 Sub-Contractor, 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. 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 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 continually make inspections 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 deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified 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.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

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 Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

Notification - The Contractor(s) 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 Project Manager, or their designee, 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 Project Manager, or their designee. 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 Project Manager, or their designee, 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.

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) 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(s) 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.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and 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. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, 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 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 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(s) 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(s).

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

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

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

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 upon the completion of the work.

Standard Production Items - N/A

Florida Produced Lumber - N/A

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.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) 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(s) shall commit no public nuisance.

Access to Work - The Contractor(s) 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 progress. 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(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for Contractor and to cooperate with the Project Manager or their designee. The Contractor(s) 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 Contractor to perform Contractor Quality Control when the Contractor 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 Contractor for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed Contractor certifying that no conflict of interest exists.

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

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.

Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

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

Contractor shall not delegate, assign 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 XVI TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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.

Liquidated Damages - 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 two hundred dollars (\$200.00) 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.

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 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.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the 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.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

- A. The Contractor(s) fails to comply with the Contract Documents.
 - B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
 - C. The Contractor(s) causes conditions considered unfavorable for continuing the work
- Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

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.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

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.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

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 Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - Bidders 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.

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 intentionally 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 Purchasing Agent

By: _____
(Authorized Representative of STS Maintain Services, Inc.)

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)

E-Bid #20160132
E-Bid Tabulation Report
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas
Opened June 20, 2016 at 3:00 PM

| Line # | Service Type | Florida Native Lawn Services, LLC | STS Maintain Services, Inc. | Coast to Coast Landscaping |
|--------|--|-----------------------------------|-----------------------------|----------------------------|
| 1 | Mowing - All Locations (Price per Acre) | \$27.00 | \$28.00 | \$33.00 |
| 2 | TOTAL ANNUAL COST - MOWING | \$137,943.00 | \$143,052.00 | \$168,597.00 |
| 3 | Edging- All Locations (Price per Linear Foot) | \$0.01 | \$0.01 | \$0.01 |
| 4 | TOTAL ANNUAL COST - EDGING | \$26,629.28 | \$26,629.28 | \$26,629.28 |
| 5 | TOTAL ANNUAL COST - MOWING & EDGING | \$164,572.28 | \$169,681.28 | \$195,226.28 |
| 1 | Submitted the Bid Reply | Yes | Yes | Yes |
| 2 | Acknowledged all Addenda | Yes | Yes | Yes |
| 3 | Submitted Original Bid Bond | COPY | COPY | Yes |
| 4 | Submitted Certificate of Insurance | Yes | Yes | Yes |
| 5 | Submitted all Required Forms | Yes | Yes | Yes |
| 6 | Submitted Licenses to Perform Work | | Yes | Yes |
| 7 | Accepts Visa | Yes | Yes | Yes |
| 8 | Discount using Visa | 0% | 0% | 0% |

Bid Reply Sheet
E-Bid #2016132

**Median and Retention Pond Mowing and Landscape Maintenance Services Becker/
Gatlin Areas**

1. **COMPANY NAME:** STS MAINTAIN SERVICES, INC.
DIVISION OF: -
PHYSICAL ADDRESS: 2061 SW Racquet Club Dr.
MAILING ADDRESS: Same
CITY, STATE, ZIP CODE: Palm City, FL 34990
TELEPHONE NUMBER: (772-473-1900) FAX NO. (+)
CONTACT PERSON: Mark Farrara E-MAIL: mfarrara2004@yahoo.com

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

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

Elizabeth N. Farrara

President

Vice President

Treasurer

How long in present business: 8 1/2 yrs. how long at present location: 8 1/2 yrs.

Is firm a minority business? Yes No; Does firm have a drugfree workplace program? Yes No
If no, is your company planning to implement such a program? -

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

| Addendum Number | Date Issued |
|-----------------|-------------|
| #1 | 6/13/16 |
| #2 | 6/13/16 |
| | |

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

BID RESPONSE:

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

2. Percentage of discount when payment is made with Visa: 0 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

3. Please enter the Total Annual Cost - Mowing and Landscape Services and Edging from **line 36** of the E-Bid Excel Reply Sheet \$ 169,361.28

4. All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer

Part No.

* see attached Equipment List

6. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section VIII of the contract, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at 2061 SW Racquet Club Dr., this 14th day of June, 2016
(Location) Palm City, FL

Name of Organization/Contractor: STS MAINTAIN SERVICES, INC.

By: Elizabeth N. Farrara, President
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? Corporation
2. Firm's name and main office address, telephone and fax numbers.

Name: STS MAINTAIN SERVICES, INC.

Address: 2061 SW Racquet Club Dr.
Palm City, FL 34990

Telephone Number: 772-473-1900

Fax Number: —

3. Contact person: Mark Farrara

4. Firm's previous names (if any). —

5. How many years has your organization been in business? 8 yrs. 6 mo.

6. Area of expertise: Landscape maintenance

7. List five (5) Median and Retention Pond Mowing and Landscape Maintenance Services contracts or contracts similar (requiring mowing, landscape services and edging) to this Bid completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, as well as the number of change orders and the total change order value. Do **Not** use the City of Port St. Lucie as a reference.

Project Number 1

Project Name: Florida Dept. of Transportation - ^{Right of Way} Crosstown Pkwy.
Description: Mowing, tree service, debris removal, landscape maintenance
Location: Crosstown Parkway, Port St. Lucie & Ft. Pierce
Client Name, Email and Phone Number: Barry Lazarus, barry.lazarus@dot.state.fl.us
Value of Total Contract: \$30,000/annum (954) 777-4288
Number of Change Orders: 0
Value of Change Orders: 0

Project Number 2

Project Name: Landscape Maintenance - Airport Properties, Martin Co.
Description: maintenance of county-owned property at Witham Field & surrounding area.
Location: Stuart, FL
Client Name, Email and Phone Number: John Eligio, Operations Director, (772) 221-1438
Value of Total Contract: \$23,900/annum
Number of Change Orders: 0
Value of Change Orders: 0

Project Number 3

Project Name: Town of Jupiter Island / South Martin Regional Utility
Description: landscape maintenance of water treatment / storage facilities / admin. offices
Location: Hobe Sound
Client Name, Email and Phone Number: Mario Loaiza, mloaiza@tji.martin.fl.us
Value of Total Contract: \$32,680/annum
Number of Change Orders: 0
Value of Change Orders: 0

Project Number 4

Project Name: Indian River County, landscape maintenance of water treatment / storage facilities.
Description: complete landscape maintenance of water treatment plants for county.

Location: Vero Beach, Gifford

Client Name, Email and Phone Number: Mike Vernon, mvernon@irc.gov.com

Value of Total Contract: \$ 17,400/annum

Number of Change Orders: 0

Value of Change Orders: 0

Project Number 5

Project Name: City of Fort Pierce, landscape maintenance of

Description: maintenance of medians City medians

Location: Fort Pierce

Client Name, Email and Phone Number: Paul Bertram, pbertram@city-ft pierce.com

Value of Total Contract: \$ 41,000./annum

Number of Change Orders: 0

Value of Change Orders: 0

8. List all subcontractors and major material suppliers for the project. Include scope of work, telephone numbers, and contact information. Insert additional lines if necessary.

Scott Tree Service of Treasure Coast, LLC

assistance with landscape maintenance employees
& foremen.

Bill Barry, principal owner

(772) 473-7150

9. 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. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

Contractor has recently re-hired experienced landscape crew and foreman and has also purchased larger/faster mower equipment. Will also work cooperatively with

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

Yes () No (✓)

If yes, please explain:

none.

13. 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)

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

none.

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

15. 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)

16. Is the firm claiming Local Preference under City Ordinance 35.12? (✓) Yes () No

Balance of page left intentionally

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



75839055-6

52-0133
112

RE:

STS MAINTAIN SERVICE INC

DATE:

06/20/2016

PAY TO THE
ORDER OF

CITY OF PORT ST LUCIE
Five Hundred AND 00/100

\$500.00



DRAWER: TD BANK, N.A.



E-Bid # 2016 0132
Median / Retention Pond Mowing

Terry Schommer
AUTHORIZED SIGNATURE

⑈ 758390556 ⑆ ⑆ 011201335 ⑆ 6265069404 ⑆

E-BID 2016132/BLL - MEDIAN AND RETENTION POND MOWING &
LANDSCAPE MAINTENANCE SERVICES BECKER/GATLIN AREAS

STS MAINTAIN SERVICES, INC. EQUIPMENT LIST
ALL IN EXCELLENT CONDITION

- (6) - 52 INCH MODEL #252 GRAVELY MOWERS
- (2) - 52 INCH MODEL #152 GRAVELY MOWERS
- (1) - 52 INCH SCAG TIGER MOWER
- (2) - 61 INCH BAD BOY OUTLAW MOWERS
- (2) - 72 INCH MODEL SUPER Z HUSTLER MOWERS
- (12) - STIHL WEED WHACKER
- (5) - ECHO WEED WHACKER
- (3) - ECHO EDGERS
- (7) - STIHL EDGERS
- (7) - STIHL BLOWERS
- (5) - STIHL 16 INCH CHAINSAWS
- (1) - HUSQVARNA 27 INCH CHAINSAW
- (2) - RED MAX TRIMMERS
- (9) - STIHL POWER TRIMMERS
- (1) - KUBOTA SKID STEER - 75 HP
- (1) - KOBELCO EXCAVATOR - MODEL 210

MARTIN COUNTY ORIGINAL
BUSINESS TAX RECEIPT
Honorable Ruth Pietruszewski CFC, Tax Collector
3485 S.E. Willoughby Blvd., Stuart, FL 34994
(772) 288-5504

Account 2011-267-0115 Cert
Phone (772)473-1900 Sic No. 561720
Location 2061 SW RACQUET CLUB DR PC

| | | | |
|---------|--------|----------|---------|
| Prev Yr | \$.00 | Lic Fee | \$26.25 |
| | \$.00 | Penalty | \$.00 |
| | \$.00 | Coll-Fee | \$.00 |
| | \$.00 | Transfer | \$.00 |

TOTAL \$26.25

Has satisfied requirements to engage in the business, profession
or occupation of YARD MAINTENANCE SERVICE
at location listed for the period beginning on the
03 Day of SEPTEMBER
AND ENDING SEPTEMBER 30 2016

FARRARA, MARK R.
STS MAINTAIN SERVICES, INC.
2061 SW RACQUET CLUB DRIVE
PALM CITY, FL 34990

11 2014 45913.0001 PAID

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED BY RECEIPTING MACHINE.

ANYONE DOING BUSINESS WITHOUT A VALID BUSINESS TAX RECEIPT IS
SUBJECT TO A \$250 FINE. IF NOT PAID BY SEPT. 30th, A DELINQUENT PENALTY OF 10%
FOR THE MONTH OF OCTOBER, PLUS A 5% PENALTY FOR EACH MONTH THEREAFTER
UP TO 25%, PLUS COLLECTION COSTS WILL APPLY.

NOTE: A PENALTY IS IMPOSED FOR FAILURE TO KEEP THIS BUSINESS TAX RECEIPT
EXHIBITED CONSPICUOUSLY AT YOUR ESTABLISHMENT OR PLACE OF BUSINESS.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2016

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 William H Winchester Winchester Insurance, Inc. 1425 W. Broadway (S.R. 426) P.O. Box 620969 Oviedo FL 32762-0969 | CONTACT NAME: Maureen F Wentworth PHONE (A/C No. Ext): (407) 365-5656 FAX (A/C No.): (407) 366-0031 E-MAIL ADDRESS: Maureen@winchesterinsurance.com | | | | | | | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--|--------|------------|-------------------------------------|--------------|------------|-------------------------|--------------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED STS Maintain Services, Inc. 2061 SW Racquet Club Drive Martin County Palm City FL 34990- | <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Southern-Owners Insurance Co</td> <td>18988</td> </tr> <tr> <td>INSURER B:</td> <td>F C & I FUND</td> <td>31259</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Southern-Owners Insurance Co | 18988 | INSURER B: | F C & I FUND | 31259 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Southern-Owners Insurance Co | 18988 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | F C & I FUND | 31259 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|--------------------------|--------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | Y | 164682-72317074-16 | 04/19/2016 | 04/19/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | Y | 164682-72317074-16 | 04/19/2016 | 04/19/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UMBRELLA LIAB OCCUR \$ EXCESS LIAB CLAIMS-MADE \$ DED RETENTION \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below: | N/A | 106-54093 | 02/15/2016 | 02/15/2017 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-FR 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: Median and Retention Pond Mowing & Landscape Maintenance Services-Becker/Gatlin Areas, Port St. Lucie-EBID-2016-0132
 City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as additional insured with regards to General Liability including products and/or completed operations. The coverage is primary and non-contributory. Waiver of Subrogation in favor of City of Port St. Lucie. 30 day written notice of cancellation.

| | |
|--|--|
| CERTIFICATE HOLDER () - (772) 778-5196 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  |
|--|--|

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that
STS MAINTAIN SERVICES, 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 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.

Elizabeth H. Farrow

Bidder's Signature

6/14/16

Date:

Certificate of Completion

Mark R. Farrara

Has Completed a Florida Department of Transportation
Approved Maintenance of Traffic (MOT) Basic Course.

04/15/2020

Expiration Date

48

FDOT Provider #

Robert Frick Jr.

Instructor

16639

Certificate #

Safety Matters Inc.
16701 East Epsom Drive
Loxahatchee, FL

safetymattersinc@bellsouth.net



For more information about Maintenance
of Traffic (MOT) or to verify this
www.motadmin.com

**Request for Taxpayer
Identification Number and Certification**

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
STS MAINTAIN SERVICES, INC.

Business name, if different from above

Check appropriate box: Individual/Sole proprietor Corporation Partnership
 Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ----- Exempt payee
 Other (see instructions) ▶

Address (number, street, and apt. or suite no.):
2061 SW RACQUET CLUB DRIVE

City, state, and ZIP code:
PALM CITY, FL 34990

Requester's name and address (optional)

List account number(s) here (optional):

Part I Taxpayer Identification Number (TIN)

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

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

| | |
|--------------------------------|---------|
| Social security number | |
| OR | |
| Employer identification number | |
| 26 | 3785446 |

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ *Elizabeth N. Jarian*

Date ▶ *6/20/16*

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

VENDOR CODE OF ETHICS



"A City for All Ages"

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:
 - o Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
 - o 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.
 - o 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/Bidder STS MAINTAIN SERVICES, INC.
Signature Elizabeth N. Farrara
Printed Name and Title Elizabeth N. Farrara, President
Date 6/14/16

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 #2016132

Median and Retention Pond Mowing and Landscape Maintenance Services - Becker/Gatlin Areas

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 Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

- E-Bid Reply Sheet included in file
- Each Bid Addendum (when issued) is acknowledged on the Questionnaire
- Completed Questionnaire included in file
- Copy of current Insurance Certificate included in file
- DrugFree Workplace form included in file
- Copy of License to do business included in file
- Copy of MOT Training verification in file
- Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet
- Required W-9 included in file
- Copy of \$500.00 Bid Bond included in file & mailed to City immediately after opening
- Vendor Code of Ethics signed and included in file uploaded to Demandstar
- Copy of the Checklist uploaded to Demandstar
- Have reviewed the Contract and accept all City Terms and Conditions

Electronic File #2

- Completed E-Bid Excel Reply Spreadsheet
- After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

E-Bid #20160132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas Attachment A

| Line # | Company Name: | Acres | Annual Frequency | Rate per Acre* | | Total Annual Cost |
|---------------|---|-------|------------------|----------------|--------------|-------------------|
| MOWING | | | | | | |
| 1 | Becker Corridor from S. Village Parkway to Tesoro | 7.25 | 36 | \$28.00 | | \$7,308.00 |
| 2 | Becker Corridor and Tesoro (St. Augustine Turf) | 3 | 40 | \$28.00 | June-Sept/4X | \$3,360.00 |
| 3 | Becker Turnpike Signs | 1 | 36 | \$28.00 | | \$1,008.00 |
| 4 | Becker - TP Bridge -Unimproved | 7 | 12 | \$28.00 | | \$2,352.00 |
| 5 | Becker | 1 | 36 | \$28.00 | June-Sept/4X | \$1,008.00 |
| 6 | Becker / I-95 - mowing | 38 | 36 | \$28.00 | June-Sept/4X | \$38,304.00 |
| 7 | Becker Area Retention Ponds - mowing | 21.25 | 36 | \$28.00 | June-Sept/4X | \$21,420.00 |
| a | Bradshaw Circle | | | | | |
| b | Kestor Drive | | | | | |
| c | Felix Drive | | | | | |
| d | SW Quick Circle | | | | | |
| e | Bradbury Street | | | | | |
| f | PSL Boulevard | | | | | |
| g | Rolfe Street | | | | | |
| h | Savona Boulevard | | | | | |
| i | Lackawanna Street | | | | | |
| j | Hallmark Street (2 ponds) | | | | | |
| k | Eagle Street | | | | | |
| l | Babylon Street (2 ponds) | | | | | |
| 8 | Gatlin Blvd from S Village Parkway to Port St. Lucie Bl | 27 | 36 | \$28.00 | | \$27,216.00 |
| 9 | Gatlin Blvd / I-95 | 1 | 36 | \$28.00 | | \$1,008.00 |
| 10 | Gatlin (south ROW) between Savona and Rosser | 3 | 36 | \$28.00 | | \$3,024.00 |
| 11 | Gatlin Retention areas-mowing | 8 | 36 | \$28.00 | | \$8,064.00 |

E-Bid #20160132
 Median and Retention Pond Mowing and Landscape Maintenance Services
 Becker/Gatlin Areas Attachment A

| | | | | | | | | |
|---------------|---|----------------|----|---------|-------|----------|--|---------------------|
| 12 | Import Pond "Tract M & L" Section 31 | 8 | 36 | \$28.00 | | | | \$8,064.00 |
| 12 | Rosser - Gatlin to Becker | 7.5 | 36 | \$28.00 | | | | \$7,560.00 |
| 14 | Savona (Circle) | 2 | 36 | \$28.00 | | | | \$2,016.00 |
| 15 | Tulip Blvd. | 0.5 | 36 | \$28.00 | | | | \$504.00 |
| 16 | Landale Blvd. | 0.5 | 36 | \$28.00 | | | | \$504.00 |
| 17 | Darwin/Tulip/Belmont (greenbelt) | 9 | 36 | \$28.00 | | | | \$9,072.00 |
| 18 | Juliet | 1.25 | 36 | \$28.00 | | | | \$1,260.00 |
| 19 | Total Acreage - Mowing | 146.25 | | | | | | |
| 20 | TOTAL ANNUAL COST - MOWING | | | | | | | \$143,052.00 |
| EDGING | | | | | | | | |
| 21 | Becker - edging | 36,496 | 16 | \$0.01 | Month | June-Sep | | \$5,839.36 |
| 22 | Becker/TP Interchange - edging | 7,920 | 16 | \$0.01 | Month | June-Sep | | \$1,267.20 |
| 23 | Becker / I-95 - edging | 16,083 | 16 | \$0.01 | Month | June-Sep | | \$2,573.28 |
| 24 | Becker & Southbend (median) - edging | 1,150 | 16 | \$0.01 | Month | June-Sep | | \$184.00 |
| 25 | Gatlin - Sidewalk - edging | 700 | 16 | \$0.01 | Month | June-Sep | | \$112.00 |
| 26 | Gatlin/I-95 edging | 2,397 | 16 | \$0.01 | | | | \$383.52 |
| 27 | Gatlin Boulevard | 88,800 | 16 | \$0.01 | | | | \$14,208.00 |
| 28 | Rosser edging | 2,112 | 16 | \$0.01 | | | | \$337.92 |
| 29 | Rosser edging (Gatlin to Aledo) | 860 | 16 | \$0.01 | | | | \$137.60 |
| 30 | Rosser (East ROW) - edging | 4,752 | 16 | \$0.01 | | | | \$760.32 |
| 31 | Rosser (West ROW) edging | 1,760 | 16 | \$0.01 | Month | June-Sep | | \$281.60 |
| 32 | Darwin (West of Tulip) - edging | 1,403 | 16 | \$0.01 | | | | \$224.48 |
| 33 | Darwin/Tulip/Belmont (greenbelt) edging | 2,000 | 16 | \$0.00 | | | | \$0.00 |
| 34 | Total Linear feet - edging | 166,433 | | | | | | |
| 35 | TOTAL ANNUAL COST - EDGING | | | | | | | \$26,309.28 |

| | | | | | | |
|----|---|--|--|--|--|--------------|
| 36 | TOTAL ANNUAL COST - MOWING & EDGING | | | | | \$169,361.28 |
| | NOTES: | | | | | |
| | 1. All prices shall include MOT, if required, and annual pruning of all landscape grasses. | | | | | |
| | 2. Unit prices can only go to 2 decimals. Example: \$5.2555 is unacceptable - \$5.25 is acceptable. | | | | | |

| | | | | | | | | |
|---------------|---|----------------|----|---------|-------|----------|--|---------------------|
| 12 | Import Pond "Tract M & L" Section 31 | 8 | 36 | \$28.00 | | | | \$8,064.00 |
| 12 | Rosser - Gatlin to Becker | 7.5 | 36 | \$28.00 | | | | \$7,560.00 |
| 14 | Savona (Circle) | 2 | 36 | \$28.00 | | | | \$2,016.00 |
| 15 | Tulip Blvd. | 0.5 | 36 | \$28.00 | | | | \$504.00 |
| 16 | Landale Blvd. | 0.5 | 36 | \$28.00 | | | | \$504.00 |
| 17 | Darwin/Tulip/Belmont (greenbelt) | 9 | 36 | \$28.00 | | | | \$9,072.00 |
| 18 | Juliet <i>Removed from contract</i> | 1.25 | 36 | \$28.00 | | | | \$1,260.00 |
| 19 | Total Acreage - Mowing | 146.25 | | | | | | \$141,792.00 |
| 20 | TOTAL ANNUAL COST - MOWING | | | | | | | \$143,052.00 |
| EDGING | | | | | | | | |
| 21 | Becker - edging | 36,496 | 16 | \$0.01 | Month | June-Sep | | \$5,839.36 |
| 22 | Becker/TP Interchange - edging | 7,920 | 16 | \$0.01 | Month | June-Sep | | \$1,267.20 |
| 23 | Becker / I-95 - edging | 16,083 | 16 | \$0.01 | Month | June-Sep | | \$2,573.28 |
| 24 | Becker & Southbend (median) - edging | 1,150 | 16 | \$0.01 | Month | June-Sep | | \$184.00 |
| 25 | Gatlin - Sidewalk - edging | 700 | 16 | \$0.01 | Month | June-Sep | | \$112.00 |
| 26 | Gatlin/I-95 edging | 2,397 | 16 | \$0.01 | | | | \$383.52 |
| 27 | Gatlin Boulevard | 88,800 | 16 | \$0.01 | | | | \$14,208.00 |
| 28 | Rosser edging | 2,112 | 16 | \$0.01 | | | | \$337.92 |
| 29 | Rosser edging (Gatlin to Aledo) | 860 | 16 | \$0.01 | | | | \$137.60 |
| 30 | Rosser (East ROW) - edging | 4,752 | 16 | \$0.01 | | | | \$760.32 |
| 31 | Rosser (West ROW) edging | 1,760 | 16 | \$0.01 | Month | June-Sep | | \$281.60 |
| 32 | Darwin (West of Tulip) - edging | 1,403 | 16 | \$0.01 | | | | \$224.48 |
| 33 | Darwin/Tulip/Belmont (greenbelt) edging | 2,000 | 16 | \$0.00 | | | | \$0.00 |
| 34 | Total Linear feet - edging | 166,433 | | | | | | \$26,309.28 |
| 35 | TOTAL ANNUAL COST - EDGING | | | | | | | \$26,309.28 |

E-Bid #20160132

Median and Retention Pond Mowing and Landscape Maintenance Services
 Becker/Gatlin Areas Attachment A

| | | | | | | |
|----|---|--|--|--|--------------|--------------|
| 36 | TOTAL ANNUAL COST - MOWING & EDGING | | | | \$169,361.28 | \$148,101.28 |
| | NOTES: | | | | | |
| | 1. All prices shall include MOT, if required, and annual pruning of all landscape grasses. | | | | | |
| | 2. Unit prices can only go to 2 decimals. Example: \$5.2555 is unacceptable - \$5.25 is acceptable. | | | | | |



STS Maintain Services, Inc.
2061 SW Racquet Club Dr.
Palm City, FL 34990
(772) 473-1900

November 17, 2016

Brenda Leo
Procurement Management Dept.
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 349984-5099

Dear Brenda:

RE: Business Plan Requested: E-Bid #2016-0132
Median & Retention Pond Mowing/Landscape Maintenance Services
Becker & Gatlin Areas

This contract will require 8 men and 3 days a week to complete each cycle and we are available immediately to commence work on this contract. 6 of our crew men will be using mowers equipped with weed whackers, pickup sticks for garbage, a garbage bag and a bucket for trash. This crew will also require one supervisor to monitor progress, anticipate needs and problem solve as situations arise. The final 2 crew members will be spraying for weeds and blowing clippings off of sidewalks. In addition to mowing, trimming of the hedges will be performed every 3 weeks for slower growing hedges, every 2 weeks on faster growing hedges in order to maintain a clean appearance. Box trimming will be discouraged and instead we will be giving the hedges and bushes a desired rounded shape. Edging will be performed two times per month in the summer (June thru September) and one time per month in the winter months (October thru May). Our crew will be wearing company uniforms that includes our company name, safety equipment including neon/reflective safety vests, safety glasses and steel toed boots. "Men Working" signs will also be used to identify work

zones. When trimming is performed in the medians, a company vehicle with a flashing arrow will be used to alert/direct traffic to ensure worker safety. STS Maintain Services, Inc. will employ all means necessary to ensure a mutually satisfactory outcome for all parties involved.

Should you have any further questions or wish to discuss, please feel free to contact me. Thank you for the opportunity to present our business plan.

Sincerely,

Mark Farrara

Mark Farrara



"A City for All Ages"

CITY OF PORT ST. LUCIE

Procurement Management Department



November 18, 2016

Mr. Shawn Waters
Florida Native Lawn Services, LLC
6185-D Pine Tree Lane
Tamarac, FL 33319

Subject: Contract #20160132– Median Mowing and Landscape Maintenance Services
Becker/Gatlin

Dear Mr. Waters:

This is to serve as notification that the City is terminating Contract #20160132 effective December 18, 2016 in accordance with Section XVI. Final invoice for this project for work completed to date is to be received by the City no later than December 23, 2016. Invoice is to be sent to 121 SW Port St. Lucie Blvd., Building B, Port St. Lucie FL 34984, Attention: Christine Corigliano.

In addition, per Section XVI, Liquidated Damages, the City will be charging Florida Native Lawn Services, LLC two hundred dollars (\$200.00) per day liquidated damages for each calendar day of delay until the outstanding work is completed, starting November 18, 2016.

Sincerely,

Brenda Leo

Brenda Leo
Contract Specialist
Procurement Management Department

Progress Meeting
11/9/16 @ 10:00 am
Contract #20160132
Median and Retention Pond Mowing and Landscape Maintenance Services
Becker/Gatlin Areas

Attendees: Brenda Leo, PMD, John Dunton, PW, Reed Catron, PW

Shawn Waters from Florida Native Lawn Service, LLC was schedule to attend this meeting.
(Meeting was scheduled on 10/25/16, Shawn accepted meeting on 10/28/16 via Outlook)

Mr. Waters from Florida Native was not at the meeting at 10:10 am. Brenda Leo called him and he said he was at Becker and PSL Blvd. and would be there in a little while. Mr. Waters was advised that the meeting was scheduled for 10am and that attending City staff had other meetings to attend, and therefore, this meeting would have to be cancelled. Mr. Waters was advised that if the City would like to reschedule the meeting, Brenda would call him. He stated that he would be in PSL on Monday or Tuesday, and that that time would work out "great" for him. (He was not at all concerned that he missed the scheduled meeting that all other attendees were waiting in the conference room for him.) Per John Dunton, he does not wish to reschedule the meeting at this time.

The main purpose of this progress meeting was to discuss the ongoing problem with the services from Florida Native. Since the contract start in mid-August, 2016, the company has not provided even one full rotation that was complete. The PW inspector, Reed Catron, has documentation of the inefficiencies and provided Brenda/PMD with copies of that documentation. After each rotation, Reed contacts Mr. Waters and informs him of all outstanding services that were not done at all, or were not completed. PW states that the contractor doesn't come back to correct the issues, but just comes the next rotation. This is an ongoing problem, and the City is not receiving the services that are outlined in the contract. Because Florida Native has not returned within the 24 hour timeframe to correct any deficiencies, the department will not be paying for October services billed on the locations that were not serviced properly. John Dunton is requesting that this contract be terminated because the City has not received the services that are required by the contract. PW has corresponded with Mr. Waters to resolve issues, but as of today, he has neglected to fulfill he contractual obligations.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 12/05/2016

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager 

THRU: Edwin J. Fry, Jr., Finance Director, City Treasurer 

FROM: Tom O'Reilly, Assistant Finance Director 

Agenda Item: Motion: Receive and file the Annual Treasury Report

Submittal Date: 11/22/2016

STRATEGIC PLAN LINK: To maintain the City in a financially sound and responsible manner.

BACKGROUND: The attached Treasury Report is being provided per Section 13 of the City's Investment Policy, which calls for the City Treasurer to submit an annual report to the City Council. The Annual Treasury Report is for the period October 1, 2015 through September 30, 2016.

ANALYSIS: The City's Investment Policy identifies the priority of objectives for invested funds. Section 2 of that Policy states that the highest priority is placed on the preservation of principal and the safety of liquidity, with the optimization of investment returns being a secondary consideration. The Policy also states that Treasury yields are considered a benchmark for riskless investment rates of return. The City's Investment Policy does not directly apply to pension funds, trust funds, or funds related to the issuance of debt where there are other existing policies or indentures in effect.

The attached information is being provided to identify the City's cash and investment positions and its fluctuations. As of the end of September 2016, the Finance Department is actively managing \$207,893,623 in cash and investments.

The City primarily utilizes 5 types of investments: local bank money markets; local bank CDs; US Government Agencies; US Government Treasuries; and a local government investment pool. This provides a good mixture of liquid and fixed term investments, all well protected. Bank money markets and CDs are only with Florida

banks that are a Qualified Public Depository (QPD). Under Florida statute, municipal funds at a QPD bank are collateralized with QPD bank investments held by the State's Chief Financial Officer.

Interest rates have remained at unprecedented low levels for a similarly unprecedented extended period. Over the past Fiscal Year, 39 new investments had been opened and 33 had matured or been called. The City has received approximately \$2.6m in investment earning revenue. The City is currently maintaining a ladder of 2-year US Government Treasury paper that will continuously mature every month. This allows those investments to mature with a very liquid-like accessibility while earning investment rates at higher fixed term levels.

The attached Investments and Cash listing shows specific City investments. The charts that follow the listing provide additional categorization and historical performance.

As shown in Chart No.1, of the \$207,893,623 in cash and investments, 87% is restricted and only 13%, or \$27,588,755, is unrestricted and available for general governmental purposes. Chart No.2 breaks down the restricted amount into the various categories that control those funds: debt service; capital projects; utility; stormwater; and other purposes (other purposes includes Building Department, Economic Development, Medical Trust, etc.). Money in these restricted categories can only be spent for the purposes for which they were designated and are not available to the City for general governmental expenditures.

Chart No.3 shows the past 2 years of the City's investment yields broken into 3 categories: money market type funds; certificates of deposit; and US Government Treasuries and Agencies. In general, the more liquid funds earn the lower interest rates and the longer term instruments earn the higher rates. The chart also includes the comparison of the City's 0.83% weighted average rate of return to the 12-month Treasury Bill rate.

Chart No.4 shows the monthly cash flows over the past 5 years. Balances generally peak about January after the majority of property taxes have been received, and then steadily decline to the lowest levels around October before property tax receipts start to show up again in November.

This Chart No.4 shows the year-to-year trend of cash flow balances for the last four years. Cash flow balances had been declining since FY 08-09, with the lowest year-end balance during that decline occurring in FY12-13. But this decline reversed in FY 13-14 and balances continued increasing in FYs 14-15 and 15-16. With a somewhat improving economic climate and increased property values, the annual increase in overall cash flow balances should continue to slowly trend higher.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends that Council receive and file the attached Annual Treasury Report.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Annual Treasury Report for Fiscal Year 2015-16

CITY OF PORT ST. LUCIE, FLORIDA
INVESTMENTS AND CASH
September 30, 2016

| Investment Type | Par | Amortized Cost | Market Value | Yield (YTM) % | Monthly Interest Earned | Maturity |
|--|--------------|----------------|--------------|---------------|-------------------------|------------|
| <u>US Government Treasuries / Agencies:</u> | | | | | | |
| UST | \$ 2,000,000 | \$ 2,000,000 | \$ 2,000,372 | 0.425 | \$ 708 | 10/31/2016 |
| UST | 2,000,000 | 1,999,861 | 2,000,982 | 0.542 | 903 | 11/30/2016 |
| UST | 2,000,000 | 1,999,742 | 2,001,714 | 0.703 | 1,170 | 12/31/2016 |
| UST | 2,000,000 | 1,999,736 | 2,001,170 | 0.540 | 899 | 01/31/2017 |
| UST | 2,000,000 | 1,999,150 | 2,001,142 | 0.603 | 1,003 | 02/28/2017 |
| UST | 2,000,000 | 1,999,189 | 2,000,156 | 0.598 | 995 | 03/31/2017 |
| UST | 2,000,000 | 1,999,603 | 1,999,558 | 0.540 | 899 | 04/30/2017 |
| UST | 2,000,000 | 1,999,696 | 2,000,390 | 0.648 | 1,080 | 05/31/2017 |
| UST | 2,000,000 | 1,999,114 | 2,000,156 | 0.692 | 1,152 | 06/30/2017 |
| UST | 2,000,000 | 1,999,033 | 1,999,922 | 0.690 | 1,149 | 07/31/2017 |
| UST | 2,000,000 | 1,999,372 | 1,999,454 | 0.663 | 1,104 | 08/31/2017 |
| UST | 2,000,000 | 1,998,655 | 1,999,062 | 0.699 | 1,163 | 09/30/2017 |
| UST | 2,000,000 | 1,998,423 | 2,001,406 | 0.824 | 1,371 | 10/31/2017 |
| UST | 2,000,000 | 1,998,437 | 2,003,906 | 0.948 | 1,578 | 11/30/2017 |
| UST | 2,000,000 | 1,998,710 | 2,007,032 | 1.056 | 1,758 | 12/31/2017 |
| UST | 2,000,000 | 1,997,102 | 2,000,704 | 0.860 | 1,430 | 01/31/2018 |
| UST | 2,000,000 | 1,999,947 | 2,000,624 | 0.752 | 1,253 | 02/28/2018 |
| UST | 2,000,000 | 1,999,944 | 2,004,062 | 0.877 | 1,462 | 03/31/2018 |
| UST | 2,000,000 | 1,997,125 | 2,000,234 | 0.842 | 1,401 | 04/30/2018 |
| UST | 2,000,000 | 1,998,591 | 2,004,140 | 0.920 | 1,532 | 05/31/2018 |
| UST | 2,000,000 | 1,996,037 | 1,995,624 | 0.745 | 1,239 | 06/30/2018 |
| UST | 2,000,000 | 1,999,637 | 1,999,454 | 0.760 | 1,266 | 07/31/2018 |
| UST | 2,000,000 | 1,999,637 | 1,999,610 | 0.760 | 1,266 | 08/31/2018 |
| UST | 2,000,000 | 2,000,000 | 1,999,376 | 0.750 | 1,250 | 09/30/2018 |
| FFCB | 2,000,000 | 1,990,611 | 2,000,026 | 1.419 | 2,350 | 01/07/2019 |
| UST | 2,000,000 | 1,996,615 | 2,019,454 | 1.327 | 2,206 | 01/31/2019 |
| FHLMC | 2,000,000 | 1,999,933 | 2,000,460 | 1.301 | 2,168 | 04/29/2019 |
| FHLMC | 2,000,000 | 1,999,833 | 2,000,044 | 1.303 | 2,171 | 04/29/2019 |
| FHLMC | 4,000,000 | 4,000,000 | 4,000,440 | 1.250 | 4,167 | 05/24/2019 |
| FNMA | 4,000,000 | 3,999,311 | 3,997,564 | 1.257 | 4,189 | 05/27/2019 |
| FNMA | 4,000,000 | 4,000,000 | 3,993,196 | 1.250 | 4,167 | 07/26/2019 |
| FHLMC | 4,000,000 | 4,000,000 | 4,000,676 | 1.300 | 4,333 | 08/23/2019 |
| FNMA | 4,000,000 | 3,999,708 | 4,000,268 | 1.303 | 4,343 | 09/20/2019 |
| 37% | 76,000,000 | 75,962,752 | 76,032,378 | | | |
| <u>Certificates of Deposit:</u> | | | | | | |
| Seacoast Bank | 2,000,000 | | | 0.900 | 1,500 | 12/11/2016 |
| Center State Bank | 2,000,000 | | | 1.260 | 2,100 | 06/12/2017 |
| Harbor Community | 2,000,000 | | | 1.260 | 2,100 | 07/15/2017 |
| TD Bank | 2,000,000 | | | 1.010 | 1,683 | 09/25/2017 |
| Bank United | 2,000,000 | | | 1.150 | 1,917 | 12/10/2017 |
| Bank United | 2,000,000 | | | 1.200 | 2,000 | 03/17/2018 |
| Center State Bank | 2,000,000 | | | 1.510 | 2,517 | 06/12/2018 |
| Center State Bank | 2,000,000 | | | 1.510 | 2,517 | 06/19/2018 |
| Bank United | 2,000,000 | | | 1.150 | 1,917 | 07/06/2018 |
| Center State Bank | 2,000,000 | | | 1.370 | 2,283 | 08/26/2018 |
| TD Bank | 2,000,000 | | | 1.200 | 2,000 | 09/24/2018 |
| Harbor Community | 2,000,000 | | | 1.000 | 1,667 | 02/18/2019 |
| Center State Bank | 2,000,000 | | | 1.250 | 2,083 | 07/06/2019 |
| Bank United | 4,000,000 | | | 1.260 | 4,200 | 07/14/2019 |
| 14% | 30,000,000 | | | | | |
| <u>Money Market Funds / Savings Accounts:</u> | | | | | | |
| BankUnited | 19,631,572 | | | 0.600 | 9,816 | n/a |
| Florida Comm. Bank | 19,591,344 | | | 0.500 | 8,163 | n/a |
| Center State Bank | 5,343,229 | | | 0.400 | 1,781 | n/a |
| Harbor Community | 691,560 | | | 0.200 | 115 | n/a |
| TD Bank | 391,575 | | | 0.300 | 98 | n/a |
| Bank of America | 7,520,476 | | | 0.200 | 1,253 | n/a |
| 28% | 53,169,756 | | | | | |
| <u>L.G.I.P. - FLCLASS</u> | | | | | | |
| 18% | 38,055,064 | | | 0.790 | 25,053 | n/a |
| <u>Cash:</u> | | | | | | |
| 5% | 10,668,803 | | | | | |
| <u>\$ 207,893,623 = TOTAL INVESTMENTS AND CASH</u> | | | | | | |

CITY OF PORT ST. LUCIE, FLORIDA
TERM INVESTMENT ACTIVITY

1st Quarter : FY 2015-16

| | Instrument | Par Amount | Yield (YTM) | Settlement Date | Maturity Date | |
|------------|------------|--------------|--------------|-----------------|---------------|--------------------------|
| Additions: | FHLMC | \$ 2,000,000 | 1.200% | 10/29/15 | 10/29/18 | 3 year callable |
| | UST | \$ 2,000,000 | 0.824% | 11/05/15 | 10/31/17 | 2 year Treasury (ladder) |
| | FHLMC | \$ 2,000,000 | 1.403% | 11/18/15 | 11/28/18 | 3 year callable |
| | FHLMC | \$ 2,000,000 | 1.360% | 11/30/15 | 11/28/18 | 3 year callable |
| | UST | \$ 2,000,000 | 0.948% | 11/30/15 | 11/30/17 | 2 year Treasury (ladder) |
| | CD | \$ 2,000,000 | 1.260% | 12/15/15 | 07/15/17 | 18 mo CD |
| | UST | \$ 2,000,000 | 1.327% | 12/21/15 | 01/31/19 | 3 year bullet |
| | FFCB | \$ 2,000,000 | 1.419% | 12/21/15 | 01/07/19 | 3 year callable |
| | FHLMC | \$ 2,000,000 | 1.450% | 12/28/15 | 12/28/18 | 3 year callable |
| | FHLMC | \$ 2,000,000 | 1.500% | 12/28/15 | 12/28/18 | 3 year callable |
| | UST | \$ 2,000,000 | 1.056% | 12/31/15 | 12/31/17 | 2 year Treasury (ladder) |
| | Deletions: | FHLMC | \$ 2,000,000 | 1.200% | 04/30/15 | 04/27/18 |
| FFCB | | \$ 2,000,000 | 0.355% | 10/28/13 | 10/28/15 | matured (ladder) |
| FHLMC | | \$ 2,000,000 | 1.375% | 07/30/15 | 07/30/18 | called - 10/30/15 |
| FFCB | | \$ 2,000,000 | 0.354% | 11/15/13 | 11/13/15 | matured (ladder) |
| FHLMC | | \$ 2,000,000 | 1.450% | 08/27/15 | 08/27/18 | called - 11/27/15 |
| CD | | \$ 2,000,000 | 0.750% | 12/12/13 | 12/12/15 | CD matured |
| FNMA | | \$ 2,000,000 | 0.308% | 12/09/13 | 12/21/15 | matured (ladder) |

2nd Quarter : FY 2015-16

| | Instrument | Par Amount | Yield (YTM) | Settlement Date | Maturity Date | |
|------------|------------|--------------|--------------|-----------------|---------------|--------------------------|
| Additions: | FFCB | \$ 2,000,000 | 1.500% | 01/29/16 | 01/29/19 | 3 year callable |
| | UST | \$ 2,000,000 | 0.860% | 02/01/16 | 01/31/18 | 2 year Treasury (ladder) |
| | CD | \$ 2,000,000 | 1.000% | 02/18/16 | 02/18/19 | 3 year CD |
| | FHLMC | \$ 2,000,000 | 1.300% | 02/26/16 | 02/26/19 | 3 year callable |
| | UST | \$ 2,000,000 | 0.752% | 02/29/16 | 02/28/18 | 2 year Treasury (ladder) |
| | CD | \$ 2,000,000 | 1.200% | 03/17/16 | 03/17/18 | 2 year CD |
| | FHLMC | \$ 2,000,000 | 1.412% | 03/29/16 | 03/29/19 | 3 year callable |
| | FHLB | \$ 2,000,000 | 1.350% | 03/29/16 | 03/29/19 | 3 year callable |
| | UST | \$ 2,000,000 | 0.877% | 03/31/16 | 03/31/18 | 2 year Treasury (ladder) |
| | Deletions: | FHLB | \$ 2,000,000 | 0.440% | 01/14/14 | 01/14/16 |
| CD | | \$ 2,000,000 | 0.750% | 02/12/14 | 02/12/16 | CD matured |
| FHLB | | \$ 2,000,000 | 0.361% | 02/25/14 | 02/19/16 | matured (ladder) |
| FHLMC | | \$ 2,000,000 | 1.403% | 11/18/15 | 11/28/18 | called - 02/28/16 |
| CD | | \$ 2,000,000 | 0.750% | 03/14/14 | 03/14/16 | CD matured |
| FHLMC | | \$ 2,000,000 | 1.385% | 09/28/15 | 09/28/18 | called - 03/28/16 |
| FHLMC | | \$ 2,000,000 | 1.350% | 09/28/15 | 09/28/18 | called - 03/28/16 |
| FHLMC | | \$ 2,000,000 | 1.450% | 12/28/15 | 12/28/18 | called - 03/28/16 |
| FHLMC | | \$ 2,000,000 | 1.500% | 12/28/15 | 12/28/18 | called - 03/28/16 |
| FNMA | | \$ 2,000,000 | 0.415% | 03/11/14 | 03/30/16 | matured (ladder) |

3rd Quarter : FY 2015-16

| | Instrument | Par Amount | Yield (YTM) | Settlement Date | Maturity Date | |
|------------|------------|--------------|--------------|-----------------|---------------|--------------------------|
| Additions: | FHLMC | \$ 2,000,000 | 1.301% | 04/29/16 | 04/29/19 | 3 year callable |
| | FHLMC | \$ 2,000,000 | 1.303% | 04/29/16 | 04/29/19 | 3 year callable |
| | UST | \$ 2,000,000 | 0.842% | 05/02/16 | 04/30/18 | 2 year Treasury (ladder) |
| | FHLMC | \$ 4,000,000 | 1.400% | 05/24/16 | 05/24/19 | 3 year callable |
| | FHLMC | \$ 4,000,000 | 1.250% | 05/24/16 | 05/24/19 | 3 year callable |
| | FNMA | \$ 4,000,000 | 1.257% | 05/27/16 | 05/30/19 | 3 year callable |
| | UST | \$ 2,000,000 | 0.920% | 05/31/16 | 05/31/18 | 2 year Treasury (ladder) |
| | FHLMC | \$ 4,000,000 | 1.375% | 06/28/16 | 06/28/19 | 3 year callable |
| | UST | \$ 2,000,000 | 0.745% | 06/30/16 | 06/30/18 | 2 year Treasury (ladder) |
| | Deletions: | FNMA | \$ 2,000,000 | 0.427% | 04/22/14 | 04/11/16 |
| FFCB | | \$ 2,000,000 | 0.403% | 05/16/14 | 05/16/16 | matured (ladder) |
| FHLB | | \$ 2,000,000 | 0.493% | 06/11/14 | 06/10/16 | matured (ladder) |
| FHLMC | | \$ 2,000,000 | 1.412% | 03/29/16 | 03/29/19 | called - 06/29/16 |
| FHLB | | \$ 2,000,000 | 1.350% | 03/29/16 | 03/29/19 | called - 06/29/16 |
| CD | | \$ 2,000,000 | 0.850% | 06/30/14 | 06/30/16 | CD matured |

4th Quarter : FY 2015-16

| | Instrument | Par Amount | Yield (YTM) | Settlement Date | Maturity Date | | |
|------------|------------|--------------|--------------|-----------------|---------------|--------------------------|-------------------|
| Additions: | CD | \$ 2,000,000 | 1.150% | 07/06/16 | 07/06/18 | 2 year CD | |
| | CD | \$ 2,000,000 | 1.250% | 07/06/16 | 07/06/19 | 3 year CD | |
| | CD | \$ 4,000,000 | 1.260% | 07/14/16 | 07/14/19 | 3 year CD | |
| | FNMA | \$ 4,000,000 | 1.250% | 07/26/16 | 07/26/19 | 3 year callable | |
| | UST | \$ 2,000,000 | 0.760% | 08/01/16 | 07/31/18 | 2 year Treasury (ladder) | |
| | FHLMC | \$ 4,000,000 | 1.300% | 08/23/16 | 08/23/19 | 3 year callable | |
| | UST | \$ 2,000,000 | 0.760% | 08/31/16 | 08/31/18 | 2 year Treasury (ladder) | |
| | FNMA | \$ 4,000,000 | 1.303% | 09/20/16 | 09/20/19 | 3 year callable | |
| | UST | \$ 2,000,000 | 0.750% | 09/30/16 | 09/30/18 | 2 year Treasury (ladder) | |
| | Deletions: | FAMCA | \$ 2,000,000 | 0.561% | 07/18/14 | 07/27/16 | matured (ladder) |
| | | FHLMC | \$ 2,000,000 | 1.200% | 10/29/15 | 10/29/18 | called - 07/29/16 |
| FHLB | | \$ 2,000,000 | 1.500% | 01/29/16 | 01/29/19 | called - 07/29/16 | |
| FHLMC | | \$ 4,000,000 | 1.400% | 05/24/16 | 05/24/19 | called - 08/24/16 | |
| FHLMC | | \$ 2,000,000 | 1.300% | 02/26/16 | 02/26/19 | called - 08/26/16 | |
| FHLMC | | \$ 2,000,000 | 1.360% | 11/30/15 | 11/26/18 | called - 08/26/16 | |
| UST | | \$ 2,000,000 | 0.530% | 09/02/14 | 08/31/16 | matured (ladder) | |
| CD | | \$ 2,000,000 | 0.800% | 09/16/14 | 09/16/16 | CD matured | |
| FHLMC | | \$ 4,000,000 | 1.375% | 06/28/16 | 06/28/19 | called - 09/28/16 | |
| UST | | \$ 2,000,000 | 0.589% | 09/30/14 | 09/30/16 | matured (ladder) | |

CHART NO. 1

CASH & INVESTMENTS

9/30/2016

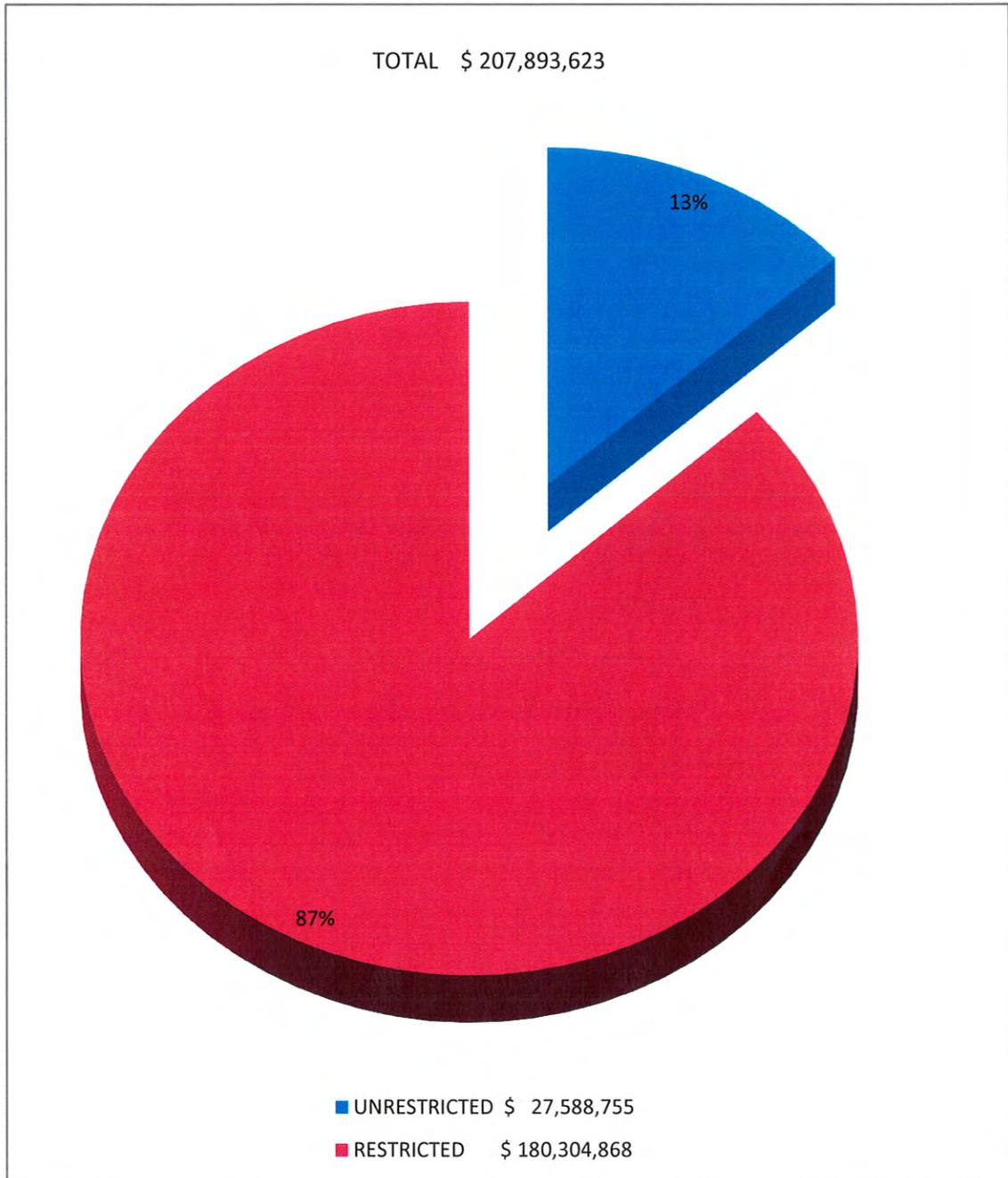
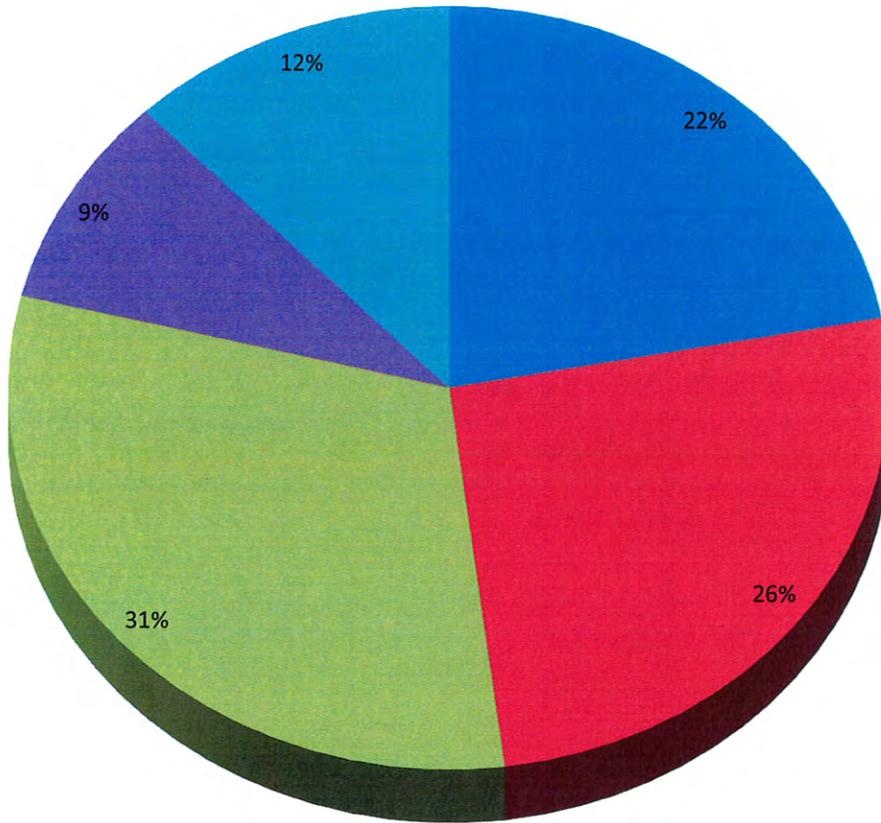


CHART NO. 2

**CASH & INVESTMENTS - RESTRICTED
9/30/2016**

Total Restricted \$ 180,304,868



RESTRICTED FOR

| | |
|--------------------|---------------|
| ■ Debt Service | \$ 41,157,868 |
| ■ Capital Projects | \$ 46,332,010 |
| ■ Utility | \$ 55,105,738 |
| ■ Stormwater | \$ 16,065,178 |
| ■ Other Purposes * | \$ 21,644,074 |

* Other Purposes includes Building Dept., Economic Dev., Medical Trust, etc.

CHART NO. 3

**City of Port St. Lucie, Florida
Historical Investment Performance**





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 12/5/16

TO: Mayor and City Council
THRU: Russ Blackburn, City Manager *RB*
FROM: Carmen Capezuto, Director of Neighborhood Services *CA*
Agenda Item: Motion: Request by Dominic DiGiorgio on behalf of Dream in Colors Princess Spa Inc., requesting City Sponsorship of the Treasure Coast Trade and Real Estate Expo.

Submittal Date: 11/23/2016

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 as this is consistent with prior requests brought before City Council.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed January 7th thru January 21st 2017.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code Compliance request letter from Dominic DiGiorgio, Treasurer of Dream in Colors Princess Spa.

RECEIVED

NOV 23 2016

CITY MANAGER'S OFFICE

Dream in Colors Princess Spa
2131 sw Idaho Lane, Port St Lucie, FL 34953
cell: 772-985-4614
dreamincolorsprincessspa@gmail.com
www.dreamincolors.org

November 22nd, 2016

Mr. Russ Blackburn,

The Treasure Coast Trade and Real Estate Expo is being presented at the Port St Lucie Civic Center on January 21st 2017 10 am to 4 pm , by a great non for profit organization, Dream In Colors a 501 (c3) EIN# 47-402 6516. It is our hope this event will bring the business community together making connections and increasing business in St. Lucie County.

In order for this event to be successful for all participants we are asking the PSL City Council for their endorsement so that we will be issued a permit to place appx 100 signs and 10 banners throughout the city of Port St. Lucie in the weeks leading up to the event.

I am asking that this will be placed on the next city council agenda as soon as possible so that we can start promotion.

If anyone on the council should have questions or concerns please contact me, Dominic Di Giorgio 772-626-0603.

Thanks again for your kind consideration.

Dominic Di Giorgio
Treasurer
Dream in Colors Princess Spa



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

Name of Organization: Dream in Colors Princess Spa

Location of Event: Port St Lucie Civic Center

Number of Signs: 100

Date range of sign placement: 01/07/2017 to 01/21/2017

Contact Person: Dominic DiGiorgio

Phone: (772) 626-0603

Email: Dreamincolorsprincessspa@gmail.com

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

Staff Recommendation: Approve for Signs

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

| Intersection | # of Signs Placed | Special Instructions |
|-----------------------------|-------------------|----------------------|
| Westmorland & Pine Valley | 2 | Not in round about |
| Westmorland & Morningside | 2 | Not in round about |
| Westmorland & Gowin | 2 | Not in round about |
| Westmorland & PSL Blvd | 4 | |
| US1 & Lennard | 2 | East Side only |
| US1 & Village Green | 2 | |
| US1 & Jennings Road | 2 | |
| US1 & Mariposa | 2 | On NW Corner only |
| US1 & Tiffany | 3 | Inc banner |
| US1 & Walton | 2 | |
| PSL Blvd & Gowin | 2 | |
| Walton & Lennard | 2 | |
| South Bend & Eagle | 2 | |
| South Bend & West Snow | 2 | |
| South Bend at Park Entrance | 2 | |
| South Bend & Becker | 2 | |
| PSL & Dalton Crcl | 2 | |
| PSL & Floresta | 4 | Inc Banner |
| PSL & Bayshore | 3 | |
| PSL Airoso | 3 | Inc Banner |
| PSL & Gatlin/Tulip | 3 | Inc Banner |
| Gatlin & Savona | 3 | |
| Gatlin & Savage | 2 | |
| Gatlin & Rosser | 2 | |
| Gatlin & Brescia | 2 | |
| Gatlin & Import | 2 | |
| Del Rio & California | 4 | |
| Del Rio & Success | 2 | |
| Del Rio & Burley | 2 | |
| Del Rio & Cashmere | 4 | |
| Crosstown & Cashmere | 1 | Inc Banner |
| PSL & Morningside | 4 | |
| PV & Ravenswood | 2 | |
| <u>PV@ Catholic Church</u> | 2 | |
| <u>PV@ St Andrews Chuch</u> | 2 | |
| PV & Bayshore | 2 | Inc Banner |
| PSL & Paar | 2 | |
| PSL & Becker | 3 | |
| Savona & Paar | 2 | |
| Savona & Becker | 3 | |
| Darwin and PSL | 2 | |
| Darwin and Becker | 2 | |
| | 100 | |

City of Port St. Lucie
Code Compliance Division
121 S.W. Port St. Lucie Blvd, Bldg. B
Port St. Lucie, FL 34984
Phone: (772)871-5010
Fax: (772) 344-4181



Application for Special Event Sign

Please submit application to:
Specialeventpermits@cityofpsl.com

Name of Applicant Dominic DiGiorgio Date 11 - 22 - 16
Address of Applicant 3084 SE Pine Valley City Port St Lucie State FL Zip 34982
Telephone number of Applicant _____ Cell 772-626-0603 Email DREAMINCOLORSPRINCESSPA@gmail.com
Name of Business/Organization DREAM IN COLORS PRINCESS SPA
Address of Business/Organization 2131 IDAHO LANE - PSL FL 34983
Purpose of sign: (Please check box that applies)
 Special Event Sign (\$75) "Just Opened" Please circle one: Banner or Feather Flags (Free) Temporary Banner (\$75)

Date(s) signs will be displayed 1-7-17 - 1-21-17

Signs must be removed within 48 hours after the event ** Initial** DD

No signs are allowed to be placed in St. Lucie West ** Initial** DD

Will signs be located in Tradition? NO If yes, permission from Tradition Development is needed (Page 3).

Number of signs/banners located in City Limits? 100

I have attached a detailed list of all sign/banner locations? Yes DD

I have attached a drawing or picture of the sign(s) representing the dimensions of all signs/banners? Yes DD

I have attached the wording of all signs/banners I will be placing out? Yes DD

Responsible Agent for erecting and removing signs: Dominic DiGiorgio

Phone Number 772-626-0603

Driver's License Number D262-160-79-443-0 Attach Copy of DL with Application Yes DD

If you are claiming non-profit status, proof of non-profit status must be attached with the application Yes DD

***Signs MAY NOT be placed in the city right-of-way, which includes the swale, unless permission from the City Council is granted. If this application requires City Council approval, please submit it at the Code Compliance office at least 3 weeks before your sign display date.**

Once the application is accepted by our office, the applicant will be contacted within 5-7 business days of approval. All permit fees are non-refundable

I, Dominic DiGiorgio, do hereby agree to follow all city rules and regulations in the installing and removal of all signs, further, I understand that a special event sign permit does not give me or my group/organization permission to violate the City of Port St. Lucie sign codes, ordinances of any law. I am also aware of the special event sign code and if I do not pick up my signs and/or place my approved signs where indicated or allowed it is a violation of City Ordinance and may be subject to forfeiture of bond or littering citations per sign. I agree to indemnify and hold harmless the City of Port St. Lucie against any and all causes of action related to my, my business', and/or my employees' participation in the above event, and/or any and all causes of action arising out of the location and manner of said participation. Use of the City Logo is not permitted without specific authorization and approval by the City.

ACKNOWLEDGEMENT THAT I HAVE READ "APPENDIX A"

Applicants Signature [Signature]

Date 11-22-17



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 12/5/16

TO: Mayor and City Council
THRU: Russ Blackburn, City Manager *RB*
FROM: Patricia A. Tobin, AICP, Director of Planning and Zoning *P.A.T.*
Agenda Item: Resolution: Southern Grove Plat No. 20 (P16-174)
Submittal Date: 11/23/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 3: Balanced, Responsible and Sustainable Growth and Objective 4: Continue the development of Tradition Master Planned Community of the Strategic Plan.

BACKGROUND: The proposed subdivision plat will create a lot and tract for future development.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The resolution was approved as to form by Attorney Thomas Mullin on 11/9/16.

NOTICE/ADVERTISING: None required.

STAFF RECOMMENDATION: The Site Plan Review Committee recommended approval of the preliminary and final subdivision plat on 10/26/16.

PRESENTATION INFORMATION: Staff may provide a short presentation.

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: The property is located west of I-95 and north of SW Discovery Way. See attached maps.

ATTACHMENTS: Resolution, application, and plat.

RECEIVED

NOV 22 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R93

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SOUTHERN GROVE PLAT NO. 20 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF ENGINEERING, DESIGN & CONSTRUCTION, INC. (P16-174); PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Engineering, Design & Construction, Inc., acting as agent for Tradition Land Company, LLC to approve the preliminary and final plat for Southern Grove Plat No. 20, within the City of Port St. Lucie, Florida; and

WHEREAS, Tradition Land Company, LLC as owner and title holder of the property seeks to have the property platted; and

WHEREAS, there are no public roads or drainage facilities to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, The Site Plan Review Committee, on October 26, 2016 recommended approval of the preliminary and final plat (P16-174).

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat for Southern Grove Plat No. 20, within the City of Port St. Lucie, Florida, said plat being offered by Tradition Land Company, LLC as owner and title holder of said property and as prepared by Engineering, Design & Construction, Inc., as designated on the attached said Plat.

RESOLUTION NO. 16-R93

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 5th day of December, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney



City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: CITY COUNCIL - MEETING OF DECEMBER 5, 2016

FROM: ANNE COX, ASSISTANT DIRECTOR OF PLANNING AND ZONING *AC*

RE: SOUTHERN GROVE PLAT NO. 20
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-174

DATE: NOVEMBER 22, 2016

APPLICANT: Michael T. Owen of Engineering, Design & Construction, Inc.

OWNERS: Tradition Land Company, LLC is the owner. Proof of ownership is located in the file.

LOCATION: The property is located west of I-95 and north of Discovery Way.

LEGAL DESCRIPTION: Tract C, Southern Grove Plat No. 14.

SIZE: 23.967 acres

EXISTING ZONING: Tradition – SG Phase 1 MPUD

EXISTING USE: Vacant land

SURROUNDING USES: The property is surrounded by vacant land which is zoned MPUD.

PROPOSED PROJECT: The proposed plat is to create a lot and tract for future development.

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service.

Transportation: Per the Southern Groves DRI development order, trip generation analyses are required to be submitted prior to any site plan approvals. Development order conditions are

evaluated using the trip generation analyses to determine triggering of any transportation conditions.

Parks/Open Space: Not applicable

Storm Water: Not applicable

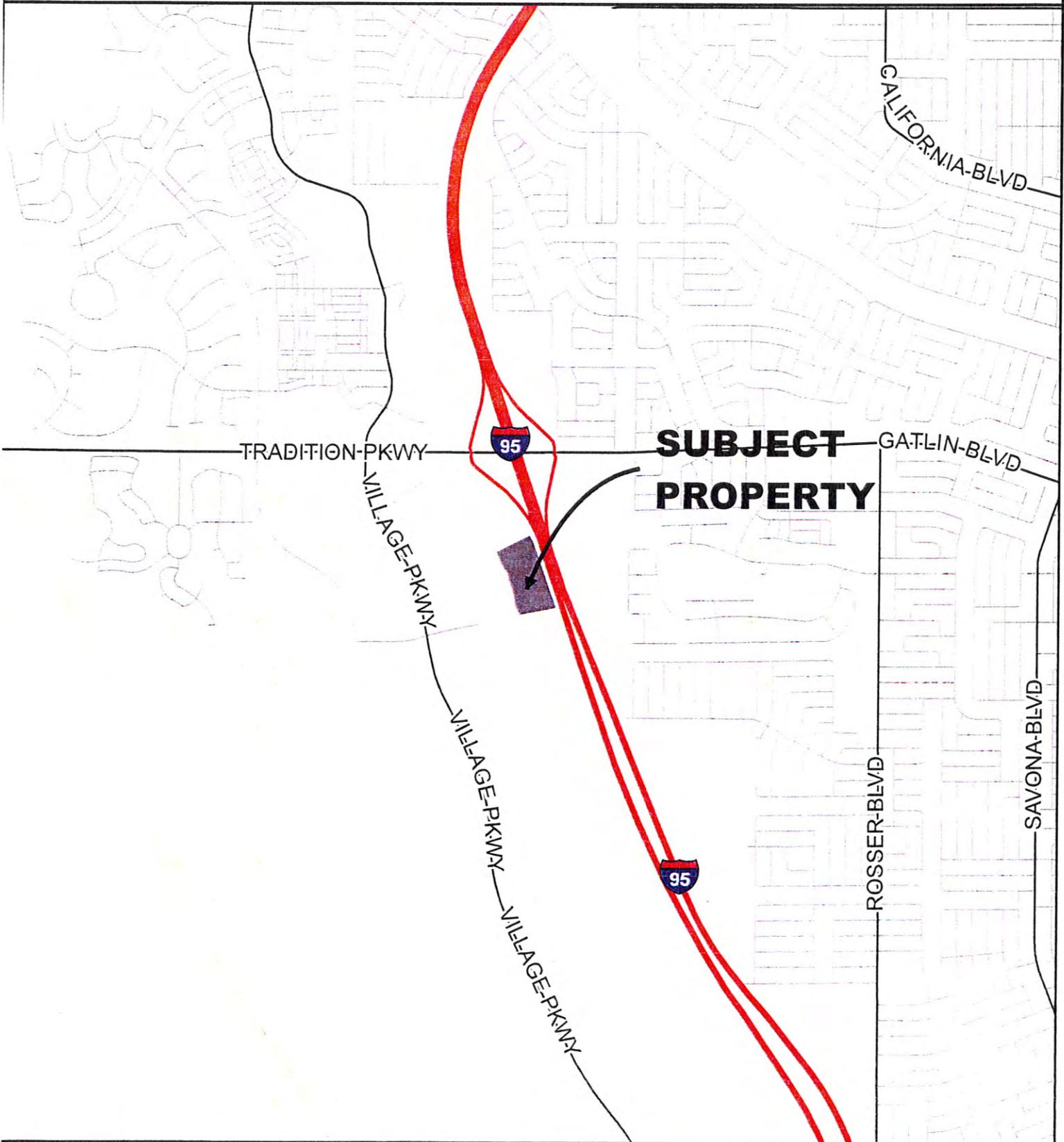
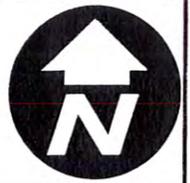
Solid Waste: Not applicable

Environmental: Per the Southern Groves DRI development order there are no wetlands or native upland habitat areas to be preserved on site. Clearing plans are required to be submitted in conjunction with site plan approvals.

STAFF RECOMMENDATION:

The Site Plan Review Committee reviewed the request at their meeting of October 26, 2016 and recommended approval.

GENERAL LOCATION

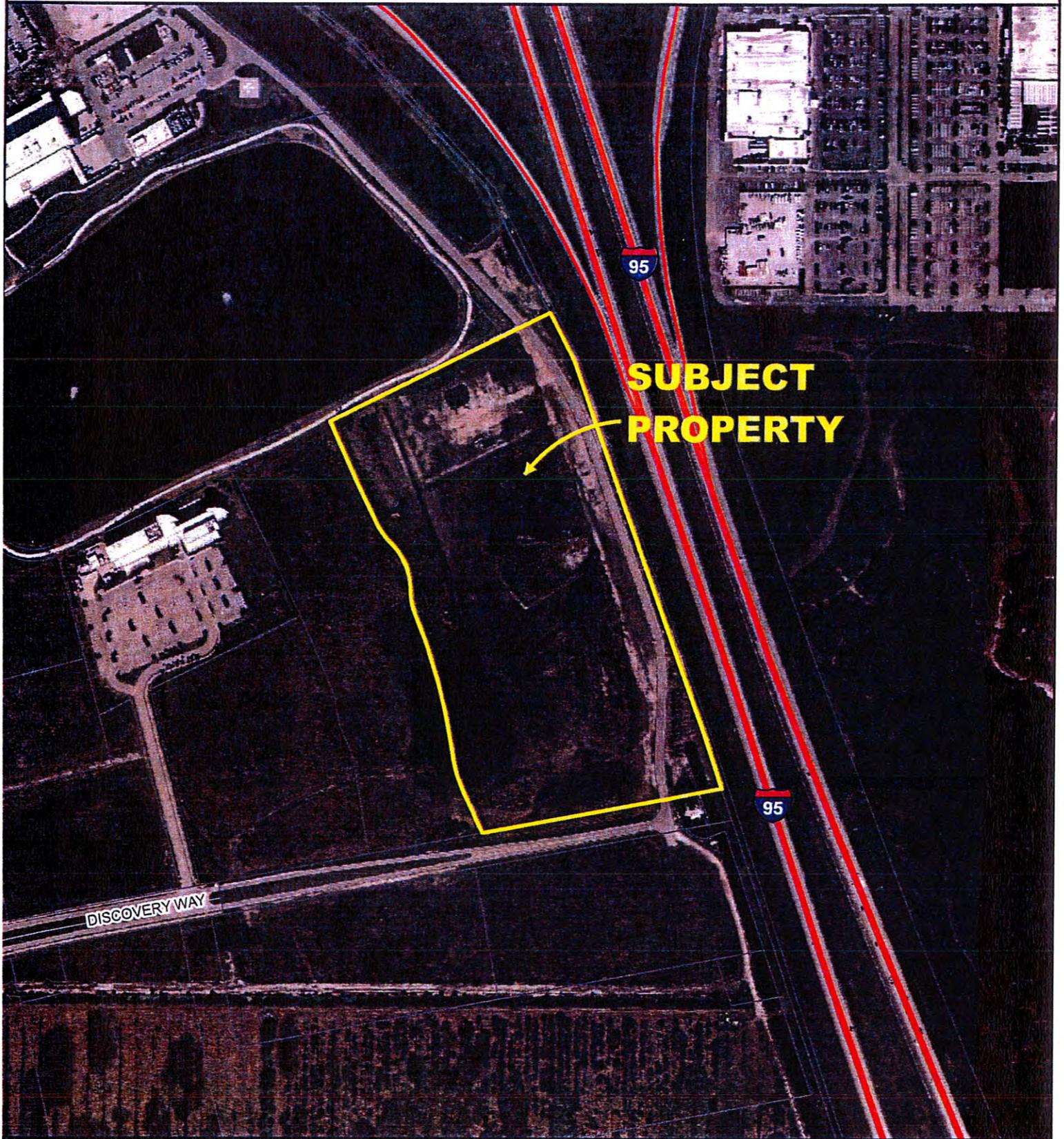


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
SOUTHERN GROVE PLAT NO. 20
SOUTHERN GROVE PLAT NO. 14, TRACT C

| | |
|---------------------|------------------|
| DATE: | 11/15/2016 |
| APPLICATION NUMBER: | P16-174 |
| USER: | patricias |
| SCALE: | 1 in = 0.5 miles |

AERIAL

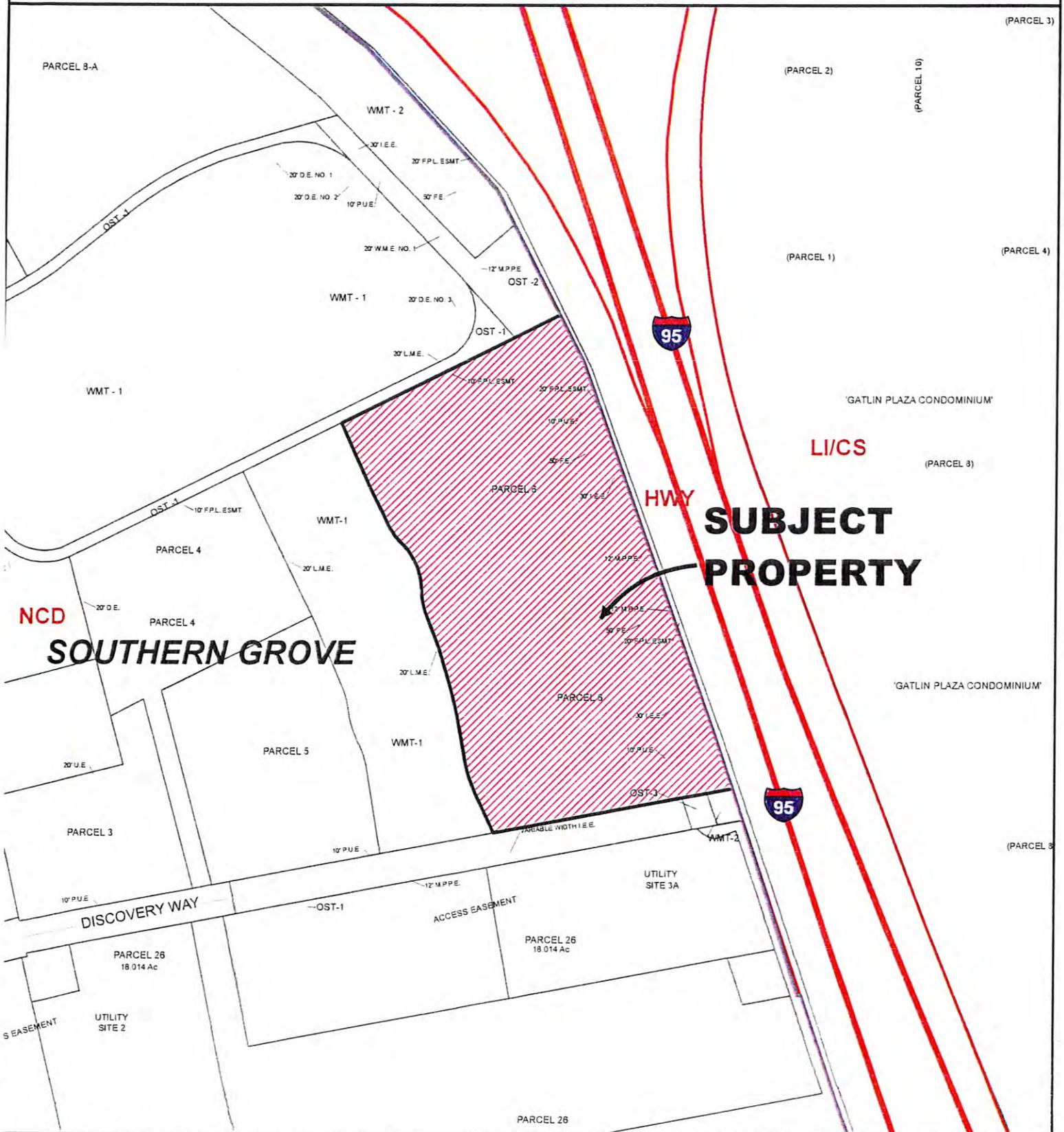


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT
SOUTHERN GROVE PLAT NO. 20
SOUTHERN GROVE PLAT NO. 14, TRACT C
AERIAL DATE 2014

| | |
|---------------------|---------------|
| DATE: | 11/15/2016 |
| APPLICATION NUMBER: | P16-174 |
| USER: | patricias |
| SCALE: | 1 in = 400 ft |

FUTURE LAND USE

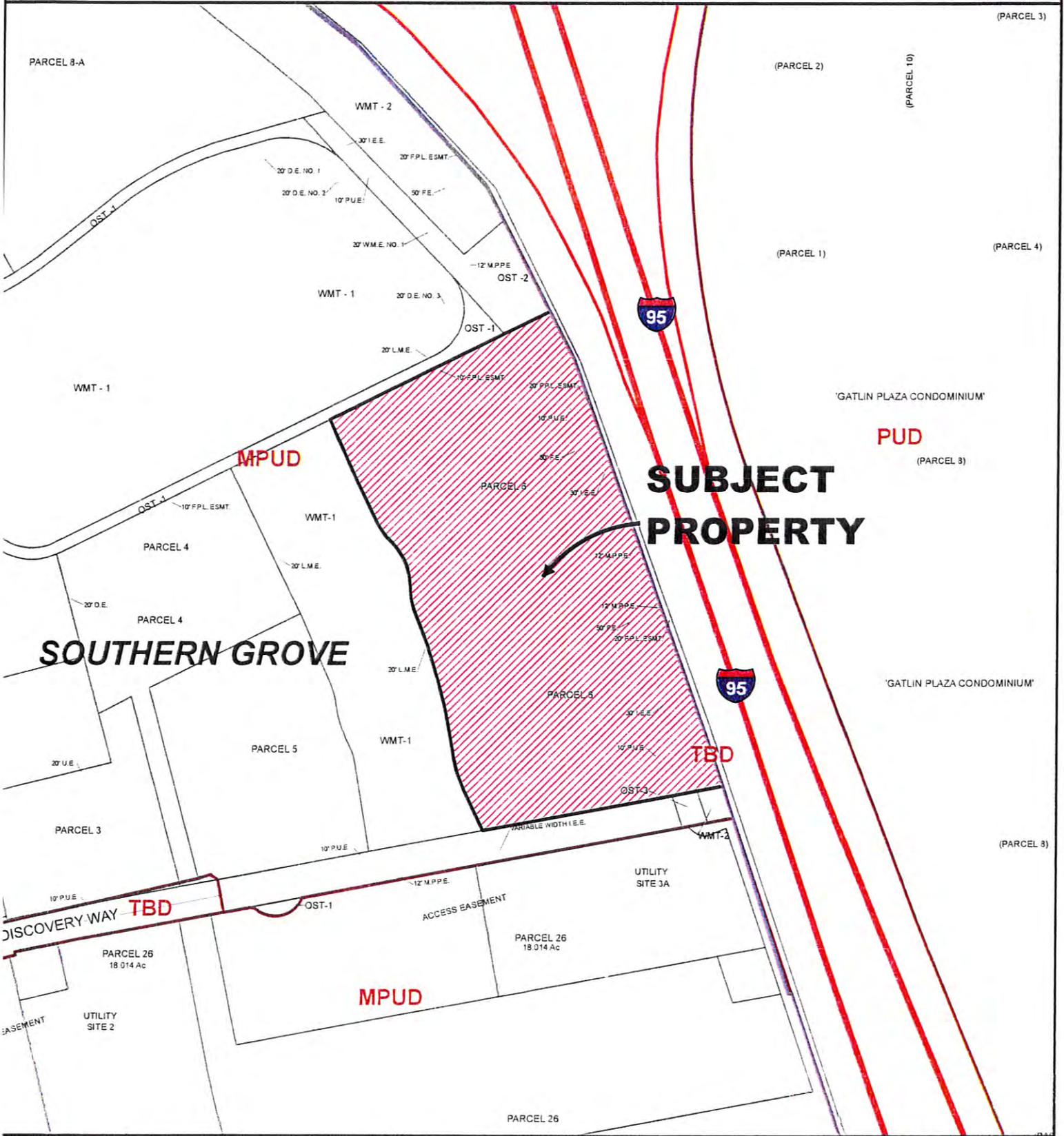


NCD
SOUTHERN GROVE

SUBJECT PROPERTY

| | | | |
|--|---|---|--------------------------------|
|  | CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT. | SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 20 SOUTHERN GROVE PLAT NO. 14, TRACT C | DATE: 11/15/2016 |
| | | | APPLICATION NUMBER: P16-174 |
| | | | USER: patricias |
| | | | SCALE: 1 in = 400 ft |

EXISTING ZONING



| | | | |
|--|---|---|-----------------------------|
|  | CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT. | SUBDIVISION PLAT SOUTHERN GROVE PLAT NO. 20 SOUTHERN GROVE PLAT NO. 14, TRACT C | DATE: 11/15/2016 |
| | | | APPLICATION NUMBER: P16-174 |
| | | | USER: patricias |
| | | | SCALE: 1 in = 400 ft |

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. 116-174
Fee (Nonrefundable)\$ 945.00
Receipt # 116583

.....
PRIMARY CONTACT EMAIL ADDRESS: mikeowen@edc-inc.com

PROJECT NAME: Southern Grove Plat No. 20

LEGAL DESCRIPTION: Tract C, Southern Grove Plat No. 14

LOCATION OF PROJECT SITE: NW corner of I-95 and Discovery Way

PROPERTY TAX I.D. NUMBER: 4315-505-0011-000-9

CIRCLE ONE: PRELIMINARY FINAL PRELIMINARY & FINAL

PROPOSED USE: Commercial

GROSS SQ. FT. OF STRUCTURE(S): N/A

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: PSL U.S.D., T.I.C., AT&T, F.P.& L., Florida Gas, Hometown Cable, S.G.C.D.D.

GROSS ACREAGE & SQ. FT. OF SITE: 23.967 AC / 1,044,033 SF

RECEIVED

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OCT - 5 2016

OWNER(S) OF PROPERTY: Tradition Land Company LLC
NAME, ADDRESS, TELEPHONE & FAX NO. 4333 NE Edgewood Rd
Cedar Rapids, IA 52499

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

APPLICANT OR AGENT OF OWNER: Michael T. Owen, P.S.M., Engineering Design & Construction, Inc. (EDC)
NAME, ADDRESS, TELEPHONE & FAX NO. 1934 Tucker Court, Fort Pierce, FL 34950
p-772-462-2455 f-772-408-4208

RECEIVED

PROJECT ARCHITECT/ENGINEER: N/A
(FIRM, ENGINEER OF RECORD)

OCT - 5 2016

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.) N/A

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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.

David C. Feltman
OWNER'S SIGNATURE David C. Feltman President 9/29/2016
HAND PRINT NAME TITLE DATE



September 29, 2016

Ms. Ann Cox, Planner
Planning & Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd, Building B
Port St. Lucie, FL 34954-5099

RE: Owner's Authorization
Tract C, Southern Grove Plat No. 14
Proposed Southern Grove Plat No. 20

To Whom It May Concern:

As owner of the property referenced above, please consider this correspondence as formal authorization for Engineering, Design & Construction, Inc. to represent Tradition Land Company, LLC during the governmental review process for the above noted project.

Thank you for your attention to this matter.

Sincerely,

David Feltman, Tradition Land Company

STATE OF FLORIDA

COUNTY OF PINELLAS

The foregoing was acknowledged before me this 29 day of September, 2016, by David C. Feltman, of Tradition Land Company. He is personally known to me or has produced _____ as identification.



Notary Public

My Commission Expires: April 5, 2019

Anne Cox

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, November 09, 2016 4:13 PM
To: Anne Cox
Subject: RE: P16-174 Southern Grove Plat No. 20

Approved. No changes.
Thanks.

Thomas Mullin

Attorney at Law

Email: tmullin@nasonyeager.com

Tel: 561-982-7114 | Fax: 561-982-7116

[Profile](#) [vCard](#)



750 Park of Commerce Blvd., Suite 210 | Boca Raton | FL | 33487
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: Anne Cox [mailto:AnneC@cityofpsl.com]
Sent: Wednesday, November 09, 2016 4:12 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: P16-174 Southern Grove Plat No. 20

Tom,

Attached please find another resolution for your review. Thanks.

Anne Cox, AICP
Assistant Director of Planning and Zoning
City of Port St. Lucie
(772)871-5218

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SOUTHERN GROVE PLAT NO. 20

A REPLAT OF TRACT C, SOUTHERN GROVE PLAT NO. 14, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 35 THROUGH 42, INCLUSIVE OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA



VICINITY MAP
SEE PAGE 10

TITLE CERTIFICATION

THE UNDERSIGNED SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF. THE SURVEYOR HAS ALSO REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.

APPROVAL OF CITY COUNCIL

APPROVED AND ADOPTED this 15th day of March, 2011, by the City Council of the City of Port St. Lucie, Florida, in and to the effect that the City Council has approved the replat of Tract C, Southern Grove Plat No. 14, according to the plat thereof as recorded in Plat Book 71, Pages 35 through 42, inclusive of the Public Records of St. Lucie County, Florida, lying in Section 15, Township 37 South, Range 39 East, City of Port St. Lucie, St. Lucie County, Florida.

CLERK'S RECORDING CERTIFICATE

I, the undersigned, Clerk of the Circuit Court of St. Lucie County, Florida, do hereby certify that the above described replat of Tract C, Southern Grove Plat No. 14, according to the plat thereof as recorded in Plat Book 71, Pages 35 through 42, inclusive of the Public Records of St. Lucie County, Florida, lying in Section 15, Township 37 South, Range 39 East, City of Port St. Lucie, St. Lucie County, Florida, has been duly recorded in the Public Records of St. Lucie County, Florida, in accordance with the provisions of Chapter 689, Florida Statutes.

SURVEYORS NOTES

1. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.
2. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.
3. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.
4. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.
5. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.
6. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.
7. THE SURVEYOR HAS REVIEWED THE RECORDS OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, AND HAS DETERMINED THAT THE SUBJECT PROPERTY IS NOT SUBJECT TO ANY UNRECORDED EASEMENTS, ENCUMBRANCES, OR OTHER INTERESTS THAT WOULD AFFECT THE TITLE THEREOF.

CERTIFICATE OF SURVEYOR AND MAPPER

I, the undersigned, Surveyor and Mapper, do hereby certify that the above described replat of Tract C, Southern Grove Plat No. 14, according to the plat thereof as recorded in Plat Book 71, Pages 35 through 42, inclusive of the Public Records of St. Lucie County, Florida, lying in Section 15, Township 37 South, Range 39 East, City of Port St. Lucie, St. Lucie County, Florida, has been duly surveyed and mapped in accordance with the provisions of Chapter 689, Florida Statutes.



LEGAL DESCRIPTION

THE SUBJECT PROPERTY IS DESCRIBED AS FOLLOWS: A certain parcel of land, to-wit: a portion of Tract C, Southern Grove Plat No. 14, according to the plat thereof as recorded in Plat Book 71, Pages 35 through 42, inclusive of the Public Records of St. Lucie County, Florida, lying in Section 15, Township 37 South, Range 39 East, City of Port St. Lucie, St. Lucie County, Florida.

CERTIFICATE OF OWNERSHIP AND DEDICATION

I, the undersigned, owner of the above described property, do hereby certify that I am the sole owner of the property and that I have the right to make the dedication of the property to the City of Port St. Lucie, Florida. I have reviewed the records of the Public Records of St. Lucie County, Florida, and have determined that the property is not subject to any unrecorded easements, encumbrances, or other interests that would affect the title thereof. I have also reviewed the records of the Public Records of St. Lucie County, Florida, and have determined that the property is not subject to any unrecorded easements, encumbrances, or other interests that would affect the title thereof.

ACCEPTANCE OF DEDICATION

I, the undersigned, Mayor of the City of Port St. Lucie, Florida, do hereby certify that the City Council has accepted the dedication of the above described property to the City of Port St. Lucie, Florida, and that the property is now a part of the public lands of the City of Port St. Lucie, Florida.

ACKNOWLEDGMENT

I, the undersigned, Clerk of the Circuit Court of St. Lucie County, Florida, do hereby certify that the above described dedication of the property to the City of Port St. Lucie, Florida, has been duly recorded in the Public Records of St. Lucie County, Florida, in accordance with the provisions of Chapter 689, Florida Statutes.

ACCEPTANCE OF DEDICATION

I, the undersigned, Mayor of the City of Port St. Lucie, Florida, do hereby certify that the City Council has accepted the dedication of the above described property to the City of Port St. Lucie, Florida, and that the property is now a part of the public lands of the City of Port St. Lucie, Florida.

ACKNOWLEDGMENT

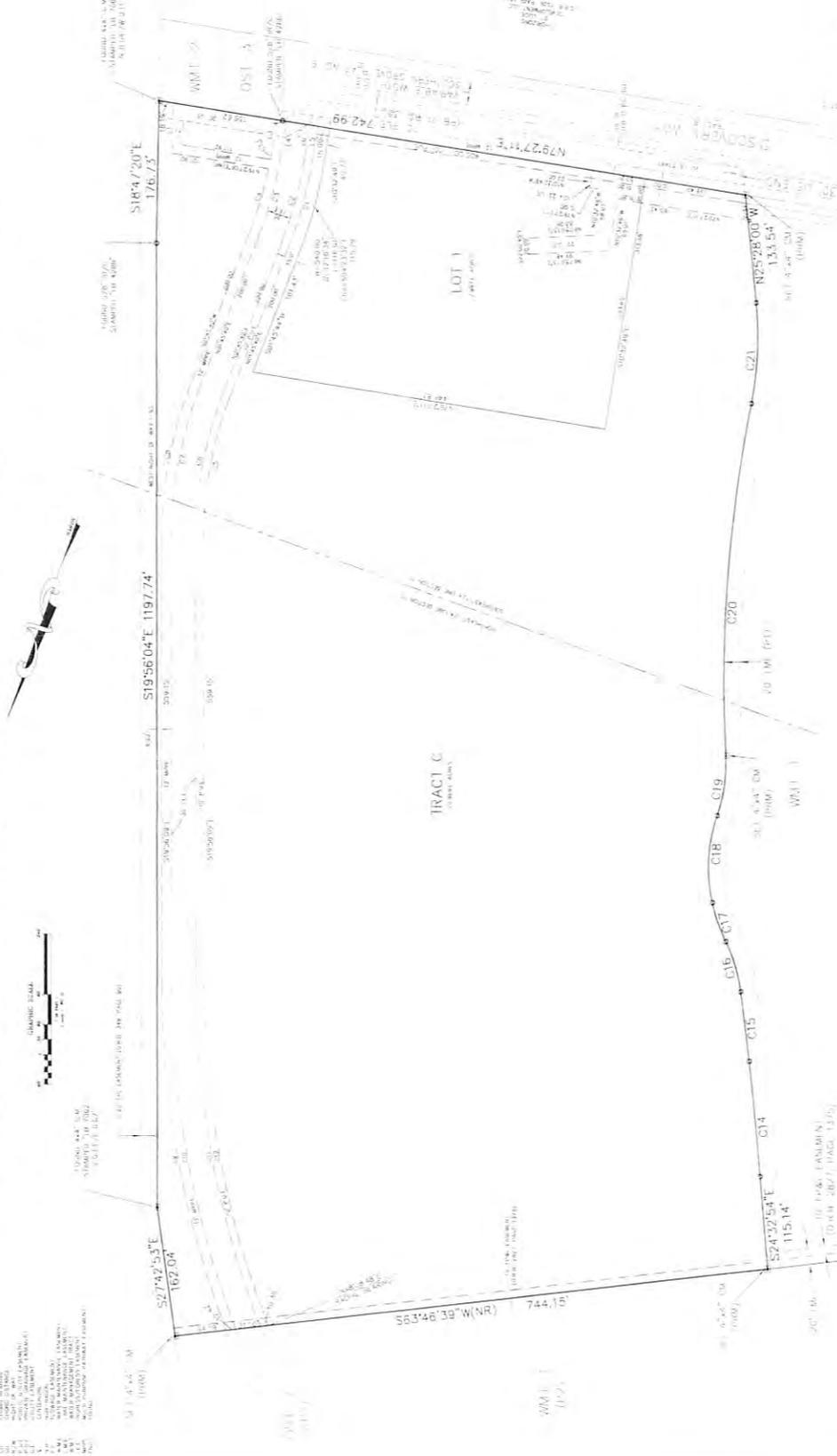
I, the undersigned, Clerk of the Circuit Court of St. Lucie County, Florida, do hereby certify that the above described dedication of the property to the City of Port St. Lucie, Florida, has been duly recorded in the Public Records of St. Lucie County, Florida, in accordance with the provisions of Chapter 689, Florida Statutes.



SOUTHERN GROVE PLAT NO. 20

A REPLAT OF TRACT C, SOUTHERN GROVE PLAT NO. 14, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 35 THROUGH 42, INCLUSIVE OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING IN SECTION 15, TOWNSHIP 37 SOUTH, RANGE 39 EAST, CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

LEGEND
 1. 2024 CONVEYANCE TO THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
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 100. 2024 CONVEYANCE TO THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA



PREPARED BY MICHAEL J. BATES
 SURVEYOR
 MICHAEL J. BATES SURVEYING, LLC
 1000 S. US HWY 1, SUITE 100
 PORT ST. LUCIE, FLORIDA 34956
 (888) 888-8888
 www.mjbates.com

| LINE NO. | BEARING | DISTANCE | AREA |
|----------|-------------|----------|----------|
| 1 | S27°42'53"E | 162.04' | 1,000.00 |
| 2 | S19°56'04"E | 1197.74' | 1,000.00 |
| 3 | N79°27'14"E | 74.99' | 1,000.00 |
| 4 | N25°28'00"W | 153.54' | 1,000.00 |
| 5 | S24°22'54"E | 115.14' | 1,000.00 |
| 6 | S51°45'44"W | 162.04' | 1,000.00 |

| LINE NO. | BEARING | DISTANCE | AREA |
|----------|-------------|----------|----------|
| 7 | S27°42'53"E | 162.04' | 1,000.00 |
| 8 | S19°56'04"E | 1197.74' | 1,000.00 |
| 9 | N79°27'14"E | 74.99' | 1,000.00 |
| 10 | N25°28'00"W | 153.54' | 1,000.00 |
| 11 | S24°22'54"E | 115.14' | 1,000.00 |
| 12 | S51°45'44"W | 162.04' | 1,000.00 |

| LINE NO. | BEARING | DISTANCE | AREA |
|----------|-------------|----------|----------|
| 13 | S27°42'53"E | 162.04' | 1,000.00 |
| 14 | S19°56'04"E | 1197.74' | 1,000.00 |
| 15 | N79°27'14"E | 74.99' | 1,000.00 |
| 16 | N25°28'00"W | 153.54' | 1,000.00 |
| 17 | S24°22'54"E | 115.14' | 1,000.00 |
| 18 | S51°45'44"W | 162.04' | 1,000.00 |



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 12/5/16

TO: Mayor and City Council

THRU: Russ Blackburn, City Manager *RB*
Patricia Roebling, P.E., Assistant City Manager *PR*
James E. Angstadt, P.E., Public Works Director *JEA*

FROM: Clyde Cuffy, Project Coordinator *cc*

Agenda Item: Resolution: Supporting a Park and Ride Lot and Bus Terminal to be known as the "Jobs Express Bus Terminal" located on the southeast corner of Gatlin Boulevard and Brescia Street; Providing an Effective Date. *16-R94*

Submittal Date: 11/22/2016

STRATEGIC PLAN LINK: Vision 2030, Principle G, Convenient Mobility Options, "Convenient public transit option(s) connecting community destinations with ridership by choice".

BACKGROUND: In June 2013, the Florida Department of Transportation ("FDOT") completed a Park & Ride Analysis as part of a Project Development and Environment ("PD&E") Study for the I-95 corridor within St Lucie County. The Park & Ride Analysis concluded that a Park & Ride Lot and Bus Terminal located within the vicinity of I-95 which is capable of providing Express Bus Service from St. Lucie County to Palm Beach County will help reduce projected traffic congestion on I-95. The St Lucie Transportation Planning Organization ("TPO") has identified the need for such a Park & Ride Lot and Bus Terminal in the Go2040 Long Range Transportation Plan and has included the project in the 2012/13 through 2014/15 Lists of Priority Projects ("LOPP") and in the FY 2014/15 – FY 2018/19 through the FY 2016/17 – FY 2020/21 Transportation Improvement Programs ("TIPs").

ANALYSIS: City Staff is working with St Lucie County TPO Staff, FDOT Staff, and Florida Power and Light (FPL) to coordinate the completion of this project. FDOT has requested the City adopt a resolution to show the City's support of the Project.

FINANCIAL INFORMATION: This project is funded by St. Lucie TPO through FDOT.

LEGAL INFORMATION: This Resolution has been reviewed and approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: Staff recommends approval of the Resolution.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Brief presentation will be provided.

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: Two vacant parcels located south of Gatlin Boulevard between Brescia Street and Edgarce Street. Parcel A is owned by FPL, Parcel B is owned by the City and contains an easement to FPL. See attached Map.

ATTACHMENTS: Resolution; Location Map

RESOLUTION 16-R94

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, SUPPORTING A PARK AND RIDE LOT AND BUS TERMINAL TO BE KNOWN AS THE "JOBS EXPRESS BUS TERMINAL" LOCATED ON THE SOUTHEAST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Department of Transportation ("FDOT") completed in June 2013 a Park & Ride Analysis as part of a Project Development and Environment ("PD&E") Study for the I-95 corridor within St Lucie County; and

WHEREAS, the Park & Ride Analysis concluded that a Park & Ride Lot and Bus Terminal located within the vicinity of I-95 which is capable of providing Express Bus Service from St. Lucie County to Palm Beach County will help reduce projected traffic congestion on I-95; and

WHEREAS, the St Lucie Transportation Planning Organization ("TPO") has identified the need for such a Park & Ride Lot and Bus Terminal in the Go2040 Long Range Transportation Plan; and

WHEREAS, the TPO, St. Lucie County, and Community Transit identified the need for such a Park & Ride Lot and Bus Terminal in the FY 2014/15 – FY 2023/24 Transit Development Plan Major Update; and

WHEREAS, the TPO, FDOT, and the City of Port St. Lucie ("City") have identified the two vacant parcels located south of Gatlin Boulevard between Brescia Street and Edgarce Street currently owned by the City and Florida Power and Light ("FPL") as a preferred location for the Park & Ride Lot and Bus Terminal known as the Jobs Express Bus Terminal ("Project"); and

WHEREAS, the TPO included the Project in the 2012/13 through 2014/15 Lists of Priority Projects ("LOPP") and in the FY 2014/15 – FY 2018/19 through the FY 2016/17 – FY 2020/21 Transportation Improvement Programs ("TIPs"); and

RESOLUTION 16-R94

WHEREAS, FDOT included the Project in the FDOT FY 2014/15 – FY 2018/19 through the FY 2016/17 – FY 2020/21 Work Programs for funding; and

WHEREAS, FDOT allocated funds and hired a consultant to design the Project; and

WHEREAS, the current FDOT Work Program for FY 2016/17 – FY 2020/21 has allocated a total of \$8.1 million of State funding for construction of the Project in FY 2020/21; and

WHEREAS, FDOT has submitted preliminary plans to FPL for review; and

WHEREAS, FDOT has requested that the City adopt a resolution expressing support of the Project; and

WHEREAS, the City supports the Project and desires to pursue the Project in partnership with the TPO and FDOT.

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

1. The City Council adopts and ratifies those matters set forth in the foregoing recitals.
2. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to work with the TPO and FDOT to accomplish the purposes set forth therein.

RESOLUTION 16-R94

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 5th day of December, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

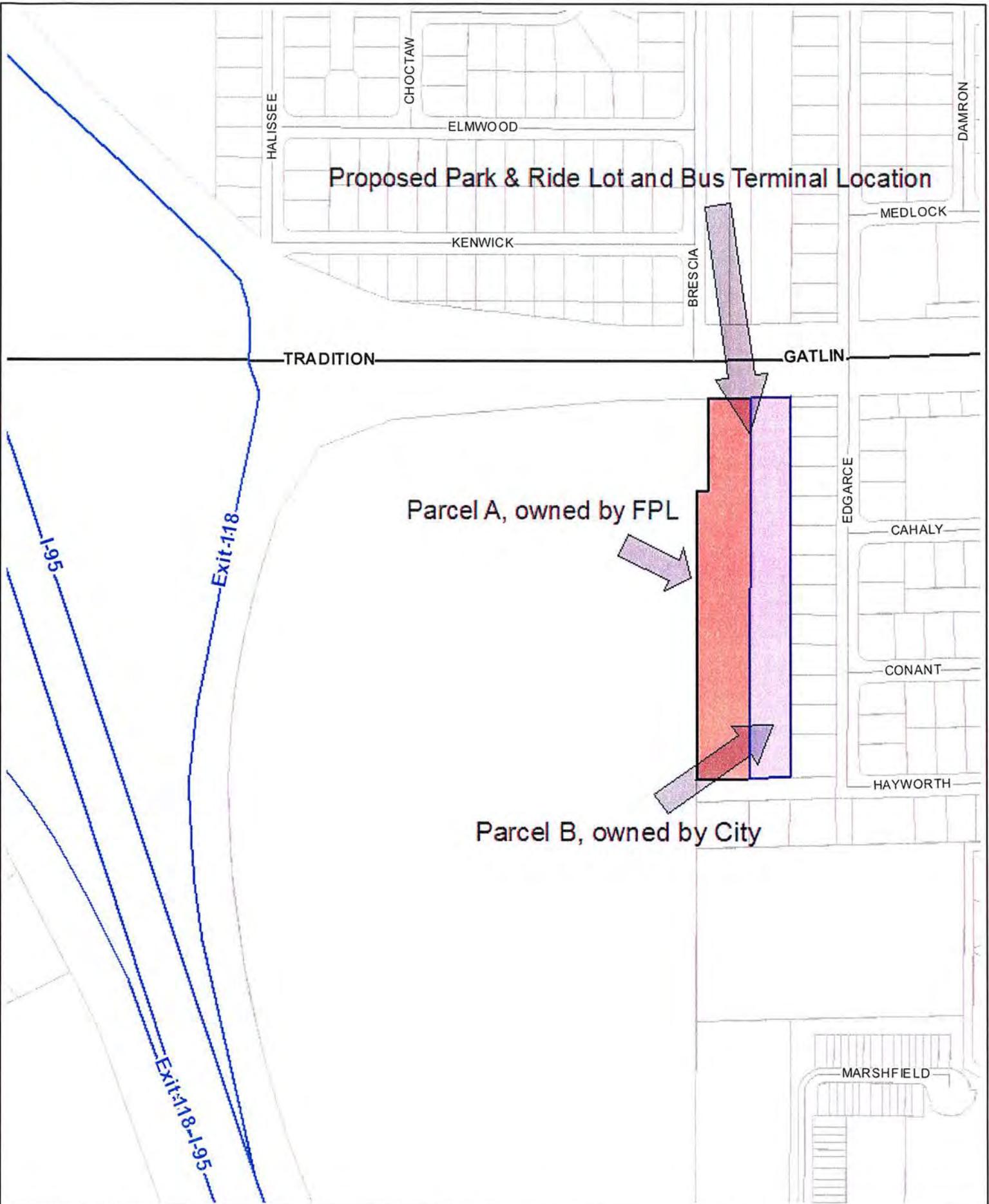
Karen A. Phillips, City Clerk

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By: _____
O. Reginald Osenton, City Attorney

Proposed Park & Ride Lot and Bus Terminal Location

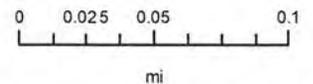


Parcel A, owned by FPL

Parcel B, owned by City

Jobs Express Bus Terminal
Gatlin Blvd / I-95

Scale:



COUNCIL ITEM 12A
DATE 12/5/16



CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: GREGORY J. ORAVEC, MAYOR
CITY COUNCILMEMBERS
RUSS D. BLACKBURN, CITY MANAGER

FROM: O. REGINALD OSENTON, CITY ATTORNEY *ORO*

DATE: NOVEMBER 30, 2016

SUBJECT: CONTINUATION OF COUNCIL DISCUSSION RE: RULES OF COUNCIL
SCHEDULED FOR THE DECEMBER 5, 2016 REGULAR CITY COUNCIL
MEETING AGENDA AS ITEM 12-A.

In furtherance of the discussion of the Councilmembers and the direction provided to staff during the November 28, 2016 regular city council meeting, please find attached a copy of the proposed Rules of Council which have been amended to reflect the revisions (additions and deletions) as requested.

The attached proposed Rules of Council evidence additions via underlined text and deletions via ~~striethrough~~. Additionally, the attached depict the revisions as discussed and proposed by the Councilmembers during the November 28, 2016 regular council meeting including, but not limited to, defining the term "emergency meeting;" the ability of the Council to waive the time constraint related to the cessation of meetings; the incorporation of the rules for quasi-judicial proceedings as outlined in Resolution 16-R79 which was previously passed and adopted by Council; and the inclusion of provisions relating to Councilmember participation via telephone, videoconference or other type of electronic communication in certain limited or extraordinary circumstances. Further, the Rules of Council have been amended to allow for consistency in the language and the use of terminology throughout the text of the document.

Thank you.

ORO/ks
cc: Karen Phillips, City Clerk

Resolution 16-R__
Approved _____

CITY OF PORT ST. LUCIE
RULES OF COUNCIL

SECTION 1. DECLARATION OF PUBLIC POLICY. It is the intent of these rules that the deliberations and actions of the Council be conducted and taken openly in order that the citizens may be fully informed, it being the finding of the Council that the citizens must be fully informed if they are to be intelligently advised as to the conduct of public business by the Council.

SECTION 2. DEFINITIONS. For the purpose of these rules, the following definitions shall prevail:

(a) A "meeting" is a gathering of a quorum of the membership of the Council for the purpose of receiving information relating to public business, or for discussion of public business, or for final action upon public business.

(b) A "regular meeting" is a meeting held pursuant to a schedule of such meetings as approved by the Council to enact ordinances and resolutions, conduct public hearings and otherwise discuss and act upon matters of public interest.

(c) A "special meeting" is a meeting held on the call of the Mayor or upon the request of a Councilmember to the City Manager with the concurrence of a majority of the members of the Council which shall be ascertained by the City Manager. A "special meeting" is held for the purpose of addressing matters requiring the immediate attention of the Council or for the purpose of addressing matters which the Council has determined are best addressed at a special meeting. When a special meeting is called, the Mayor or members of the Council shall specifically state the purpose of the meeting, and the Council shall address only those matters for which the meeting was called.

(d) An "Emergency Meeting" is a meeting held to consider and act upon matters of a bona fide emergency affecting the health, safety and welfare of the citizens of the City. An emergency meeting may be called by any Councilmember upon giving timely notice of such meeting to the other Councilmembers. When an emergency meeting is called, the Mayor (or presiding officer in the Mayor's absence) shall specifically state the purpose of the meeting, and the Council shall address only those matters of an emergency nature for which the meeting was called.

~~(d)~~(e) A "Workshop Meeting" is a meeting held for the study and discussion of affairs of the City. Workshop meetings will be held pursuant to a schedule of such meetings as approved by the Council. No formal or binding action may be taken at these meetings other than to direct further consideration at a regular meeting.

~~(e)~~(f) The "Council" shall refer to the City Council of the City of Port St. Lucie.

~~(f)~~(g) "Councilman (Councilmen), Councilwoman (Councilwomen) and Councilmember(s)" shall refer to the Mayor and members of the City Council of the City of Port St. Lucie.

SECTION 3. MEETINGS.

(a) Location. All meetings of the Council shall be held in city hall, unless the Council indicates another location, and shall be open to the public as required by law.

(b) Regular Meetings. The Council shall hold regular monthly meetings on the second and fourth Monday night of each month beginning with the second Monday in January of each year. Meetings in November and December shall be set as agreed upon by the Council in consideration of the holiday schedule. Unless otherwise noticed, regular meetings shall commence at 7:00 p.m. When the day fixed for regular meetings falls on a day designated by law as a legal holiday, the meeting shall be held on the Tuesday

following that Monday holiday or as otherwise designated by the Council.

(c) Public Notice. The Council shall give public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting, or of any reconvened meeting, or of any emergency meeting shall be given before such meeting. Public notice shall be given by posting a copy of the notice at City Hall. The City shall supply copies of the notices of its meetings to any local newspaper of general circulation, or any local radio or television station that has filed an annual request with the City Clerk for such notice.

SECTION 4. MINUTES, AGENDAS AND REPORTS.

(a) Minutes identifying all matters coming before the Council and setting forth the action, if any, thereof, shall be promptly recorded and transcribed by the City Clerk and such records shall be open to public inspection.

(b) At the direction of the City Manager, the City Clerk shall prepare an agenda for all regular and special meetings (and emergency meetings when practicable). The agendas for all meetings will be prepared and made available to the public, the press and to each Councilmember on the Wednesday preceding each regular meeting providing, however, that when Council meeting dates have been changed due to holidays, or otherwise, the preparation and distribution of the agenda shall be adjusted accordingly. A copy of the agenda shall be posted at the entrance to the meeting room or place prior to the commencement of such meeting.

SECTION 5. PRESIDING OFFICER. The Mayor shall preside at all meetings, if present, and if absent, the Vice-Mayor, and in his or her absence the Mayor Pro Tem of the Council shall preside.

SECTION 6. ORDER OF BUSINESS. All meetings of the Council shall be open to the public promptly at the hour set on the date of each meeting. The members of the Council, City Manager, City Clerk, and City Attorney shall take their regular stations and the business of the Council shall be taken up for consideration and disposition in substantially the following order:

- (a) Meeting called to order.
- (b) Roll call.
- (c) Invocation.
- (d) Pledge of Allegiance.
- (e) Proclamations and special presentations.
- (f) Public to be Heard.
- (g) Additions or deletions to agenda and approval of agenda.
- (h) Approval of consent agenda.
- (i) Second reading, public hearing of ordinances.
- (j) Other public hearings.
- (k) First reading of ordinances.
- (l) Resolutions.
- (m) Unfinished business.
- (n) New business.
- (o) Determination of excused absences.
- (p) City Manager's Report.
- (q) Councilmembers report on committee assignments.
- (r) Public to be heard (if necessary as determined by City Council at conclusion of Public to be Heard).

(s) Adjourn.

The above form the headings for the agenda for regular meetings. Staff and Council members desiring to have a particular subject matter placed upon the agenda may make a request therefor to the City Manager. Members of the public must have a Councilmember or the Mayor agree to sponsor their request before submission to the City Manager. All requests shall be accompanied by any information or documentation supporting the subject matter of the request and shall indicate the approximate length of time required for any presentation to the Council. Except in unusual circumstances, no item shall be placed on the meeting agenda until the subject has been referred for comment to whatever department, advisory board or combination of them that has an interest in the subject matter. Any such request shall be promptly considered and placed upon the agenda without undue delay.

SECTION 7. PREPARATION OF ORDINANCES, RESOLUTIONS.

(a) No ordinance shall be prepared for presentation to the Council unless directed by a majority of the Council, requested by the City Manager, or prepared by the City Attorney on his or her own initiative, unless otherwise provided by ordinance or by the City Charter.

(b) All ordinances and resolutions shall, before presentation to the Council, have been approved as to form by the City Attorney, or his or her authorized representative. All those instruments shall first be referred to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance or resolution would be involved and shall be approved by the department head. If approval is not given, then the instrument shall be returned to the City Manager with a written memorandum of the reasons why approval is withheld. In the event the questioned instrument is not redrafted

to meet a department head objection or the objection is not withdrawn and approval in writing given, then the City Manager shall so advise the Council and give the reasons advanced by the department head for withholding approval.

SECTION 8. VOTING. When a motion that is in order has been made and seconded, the Mayor or presiding officer formally places it before the Council by having the Clerk read the exact motion into the record. Thereafter the motion is open to debate.

Voting on all motions, resolutions and ordinances, except adjournment, shall be by "yes" and "no" upon call of the roll of members by districts. Any comments by Councilmembers as to the subject matter of a motion should be made during the debate thereon rather than at the time the Councilmember's vote is cast so that other members of the Council may have the benefit of those comments during the debate and before their vote is cast. The call of the roll shall be rotated as items come up for vote.

SECTION 9. CONDUCT OF MEETING.

(a) The Mayor or presiding officer shall preserve order and decorum at all meetings.

(b) When considering matters noticed for a public hearing, the applicable ordinances or resolution shall first be read by its title only. The Mayor or presiding officer shall declare the public hearing open and receive comments from the public.

(c) During Council meetings, Councilmembers shall maintain order and decorum. Every Councilmember desiring to speak shall address the ~~chair~~ Mayor or presiding officer and, upon recognition by the ~~chair~~ Mayor or presiding officer, shall confine himself or herself to the question under debate. Each Councilmember desiring to speak shall be recognized once before a Councilmember shall be recognized a second time. Every Councilmember desiring to question the administrative staff shall address his or her

question to the City Manager or attending Department representative. During Council discussion, Councilmembers may also, with leave of the Mayor or presiding officer, direct questions to others in attendance at the Council meeting. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the Mayor or presiding officer, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions of another member.

(d) City staff and citizens must be recognized by the Mayor or presiding officer before speaking or asking questions. The purpose of this requirement is so that there is order and so that the recording equipment will properly record all comments made by individuals wishing to comment on a specific subject.

(e) All comments must be made from the podium which is located at the front of the City Council Chambers or by other reasonable accommodations and shall address the subject of the agenda item. Individuals that appear before the City Council are required to state their name and their address for the public record. The purpose of this requirement is so that they are properly reflected in the Council minutes and are available for future reference.

(f) In order to address the Council regarding an agenda item citizens are required to complete a public participation card indicating the agenda item(s) they wish to address. Public comments will be limited to three (3) minutes per person so that all may be heard on the matter and the Mayor or presiding officer, or his or her designee, shall in such instances monitor the timing and give the speaker a thirty (30) second notice prior to the expiration of the time allotted. The Mayor or presiding officer may, at his or her discretion, or at the direction of a majority of the Council, extend the time allowed for an individual to speak or to allow a speaker a single opportunity to rebut comments made by another

speaker. Any such rebuttal shall be limited to three (3) minutes. After receiving public comments as provided herein, the public hearing shall be closed and all further discussion on the matter shall be limited to members of the Council. One participant's allotted time for addressing the Council may not be donated to another participant.

(g) Those persons wanting to express his or her opinion on an agenda item noticed for public hearing without addressing the Council may do so on the appropriate color-coded participation card which the City Clerk shall make available, and when completed and returned to the City Clerk shall be made part of the public record of the proceedings. Individuals may express on the card that they are "FOR", "AGAINST", or "UNDECIDED" regarding the agenda item they reference on the card.

(h) As the Council considers agenda items, other than items noticed for public hearing, the Mayor or presiding officer shall accept comments from those who have presented public participation cards to the clerk at the commencement of the meeting and may, at his or her discretion, or at the direction of a majority of the Council, accept comments from those in attendance.

(i) The Council shall follow the order of business as established by the agenda for that meeting; however, in the event a Council meeting continues past the hour of 11:00 o'clock p.m. it shall be the policy of the Council to complete, if possible, the item then under consideration and thereafter table all other agenda items scheduled for that meeting to a meeting to be scheduled by the City Council for the purpose of completing those agenda items or, if the Council is unable to convene such a meeting, then the Council shall table the remaining agenda items to the next immediately available Council meeting. In the alternative, by a motion duly made, seconded, and carried, the Council may waive, pursuant to Rule 15, the provisions of this rule to complete any and all items on the agenda

after 11:00 o'clock p.m.

(j) The Council may reconsider an item, that is, bring back for further consideration, a motion which has already been voted on. To provide usefulness, and protection against abuse, the motion to reconsider can only be made by a Councilmember who voted on the prevailing side of the original motion.

SECTION 10. PUBLIC PARTICIPATION.

Avenues for Citizens to Participate in Decision Making Process:

- (i) Public to be Heard
- (ii) Submission of Petitions
- (iii) Citizen Agenda Items
- (iv) Public Hearings
- (v) Regular Agenda Items
- (vi) City Council Discussion items

(a) Public to be Heard

(i) The City Council also allocates thirty (30) minutes at the beginning of each Council meeting for citizens who wish to appear before the City Council to make a request of the City Council, voice a complaint or concern, express an opinion or for some other type of recognition but in no case may a citizen speak longer than (3) minutes. If an item brought forward under Public to be Heard requires a longer presentation by the citizen or will require staff research or materials, the item may be scheduled by the Mayor or presiding officer for a future City Council meeting as an Agenda item. Citizens who signed up to address the City Council but were unable to do so because of the expiration of the thirty (30) minute limitation will be given an opportunity to address the City Council at the conclusion of the regular Council business agenda.

(ii) During this item, citizens will not be permitted to address matters that are on the agenda for the regular portion of the meeting.

(iii) In order to address the Council on an agenda item, other than a Public hearing or to speak during Public to be Heard, the appropriate color-coded participation card must be completed prior to the beginning of the City Council meeting and given to the City Clerk. The City Clerk will be responsible for making sure that cards are located outside the City Council Chambers 30 minutes prior to the Council meeting. Citizens can also pick up cards during business hours prior to a City Council meeting at the City Clerk's office. The City Clerk, or a person designated by the City Clerk, will be responsible for assisting individuals in completing the card and presenting the cards to the Mayor or presiding officer prior to convening the City Council meeting.

(iv) During the Public to be Heard portion of the Council meeting, no dialogue will occur between Council members and the public. Council members may comment at the close of this item.

(b) Submission of Petitions to the City Council

(i) When submitting petitions to the City Council, the petition should state clearly its purpose. The person presenting the petition must provide it to the Mayor or presiding officer at the beginning of the presentation and state a brief overview of its purpose. If not submitted on an item already on the agenda, the City Council will accept the petition and may schedule the item for discussion on the next available agenda.

(ii) When petitions are received by the City by mail, a copy of the petition will be presented to the City Council and it will be placed on the next available City Council Meeting for discussion by the City Council.

(c) Citizen Agenda Items

(i) Agenda items proposed by citizens may be placed on the City Council

Agenda under two (2) circumstances:

(A) An item brought before the City Council during Public to be Heard and is unable to be presented within the three (3) minute time frame or needs additional research or materials so that the City Council can properly respond, may be rescheduled by the Mayor or presiding officer for a future City Council meeting as an Agenda item.

(B) A citizen may request in writing to appear on the City Council Agenda and file such request with the City Clerk's office a minimum of two (2) weeks in advance of the City Council meeting. The letter shall state the nature of the request and ask that the item be placed on an upcoming City Council Agenda. A copy of the letter will be provided to the City Council on the day that it is received by Clerk's Office, but no action will be taken by the Clerk until said copy is endorsed or sponsored by at least one (1) council member or the Mayor. Thereafter, a copy of the letter will be provided to the proper City department so that research can be conducted and information provided to the City Council.

(ii) Agenda items are to be considered like all other items on the City Council Agenda. The format for consideration will be as follows:

- Presentation by the individual asking to address the City Council
- Questions of the individual by the City Council
- Presentation by City staff, if necessary
- Questions of the City staff by the City Council
- Public comment
- Discussion by the City Council
- Motion and vote on the item, if necessary

(d) Public Hearings

Public Hearings are formal, legally-noticed hearings which the City Council conducts pursuant to State or Federal law. Some Public Hearings are advertised hearings for specific items scheduled on the City Council Agenda. Some hearings are quasi-judicial,

while others are legislative in nature. Some public hearings have specific formats that must be followed and are established by law. All Second Readings of Ordinances are conducted as formal public hearings as a normal agenda item. In those cases, the Mayor or presiding officer will announce that this is a public hearing.

The applicant may have as much time as necessary to make the presentation before the City Council. City staff may have as much time as necessary to make a presentation on the subject before the City Council. As with all agenda items, persons wishing to address the issue should have completed an appropriate participation card prior to the beginning of the meeting.

The order of a Public Hearing that is not quasi-judicial will be as follows:

- Presentation by City staff
- Questions of the City staff by the City Council
- Presentation by the applicant, if applicable
- Questions of the applicant by the City Council, if applicable
- Public comments
- Questions of citizens by the City Council or applicant
- Final Comments by applicant, if applicable
- Discussion by the City Council (City Council members may request additional information from both the applicant and staff during this phase of discussion)
- Decision by the City Council

Public Hearings that are quasi-judicial in nature shall be governed by the rules for quasi-judicial proceedings which were adopted by the Council through Resolution 16-R79. Those rules are incorporated by reference herein for all pertinent purposes.

(e) Regular Agenda Items

The City Council provides an avenue for citizens to address all other agenda items. This allows citizens to speak in favor of, in opposition to, or ask questions about a normal agenda item. If the item is on Consent Agenda, the City Council may withdraw the

item from the Consent Agenda. If the item is on Consent Agenda, the citizen will need to complete the appropriate color-coded participation card and give the card to the City Clerk prior to the beginning of the meeting. The Mayor or presiding officer will inform the City Council that a citizen has requested that an item be removed from the Consent Agenda. If the City Council desires to remove the item from the Consent Agenda, the City Council will need to remove the item for discussion purposes. If the item is removed from the Consent Agenda, the citizen is allowed to address the item. When an item is removed from the Consent Agenda, citizens will be allowed three (3) minutes to comment or ask questions about the item. If the citizen's questions cannot be answered quickly, the City Council may table the item and schedule it as a regular City Council Agenda item, or may take final action on the item.

If the item is on the non-Consent Agenda portion of the Agenda, citizens will be given up to three (3) minutes to comment or ask questions about the agenda item. The Mayor or presiding officer must recognize all who wish to speak and have signed participation cards.

The order of consideration of an agenda item that has been removed from the consent agenda and all other regular agenda items will be the same as a regular public hearing item, above.

(f) City Council Reports and Comments

The City Council has scheduled an item where the Council reports on the various committees and groups on which they represent the City, and to make comments in general.

(g) Documents

All documents submitted to the City Council become public records when

given to the City Council for their consideration and shall be maintained by the City Clerk in accordance with the public records law.

SECTION 11. DECORUM. The Mayor or presiding officer shall preserve strict order and decorum at all meetings.

(a) In conducting the public's business, the City Council is committed to the principles of civility, honor, and dignity. Individuals appearing before the City Council are expected to observe the same principles when making comments on items and issues presented to the City Council for their consideration.

(b) Staff members and citizens are required to use proper language when addressing the Council or the audience. Staff members and citizens shall not use profanity or cursing, aggressive or threatening behavior when addressing the City Council or other participants. All comments are directed to the Mayor or presiding officer and not to individual members of the City Council or to the audience. [City Council meetings are business meetings where the business of the City is conducted.] No personal verbal attacks toward any individual will be allowed during the conduct of a City Council meeting. The Mayor or ~~Chair~~ presiding officer may have individual(s) removed from the podium and/or City Council Chambers if such conduct persists after a warning has been issued.

(c) All members of the Council shall accord the utmost courtesy to each other, the City employees and the public members appearing before the Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. During Council meetings cell phones are to be turned off or silenced. Use of cell phones by Council members and City staff for talking, texting, emailing or otherwise will not be allowed during meetings while at the dais, except for emergency communications or while on breaks.

(d) In addition to the prohibitions in (c), above, Section 871.01, Florida Statutes, declares that any person who willfully interrupts or disturbs any assembly of people meeting for any lawful purpose shall be guilty of a misdemeanor of the second degree, and may be arrested by police officers present. This may be done in the absence of the conduct being noted, or of the offender being called to order, by the Mayor or presiding officer.

(e) In the case that any person is declared out of order by the Mayor or presiding officer and ordered expelled, and does not immediately leave the Council Chambers, the following steps shall be taken:

(i) The Mayor or ~~chair~~ presiding officer shall declare a recess.

(ii) The person shall be approached by a police officer and advised that he has been ordered expelled.

(iii) In case the person does not remove himself or herself from the area he or she may be placed under arrest for violation of Section 871.01, Florida Statutes, should the person continue to willfully interrupt or disturb the meeting.

(iv) In the event any person who is ordered expelled leaves the Council Chambers voluntarily and then returns to the same meeting, he or she is subject to arrest for violation of Section 871.01, Florida Statutes, should the person continue to willfully interrupt or disturb the meeting.

The City Manager shall, during all public meetings, have a uniformed certified law enforcement officer present.

SECTION 12. BOARDS AND COMMITTEES. Members of the City Council have the opportunity and responsibility to represent the interest of the City on various boards and committees that may, from time to time, be established. Participation in these boards

and committees is an opportunity for the City to present points of view that are beneficial to the City and an opportunity to participate in decision making processes that may be of significant importance to the City. The standing committees presently established wherein Councilmembers participate are as follows:

- (a) Treasure Coast Council of Local Government (TCCLG)
- (b) Tourist Development Council (TDC)
- (c) St. Lucie Transportation Planning Organization (TPO)
- (d) Council on Aging
- (e) St. Lucie County Fire District
- (f) Treasure Coast Regional Planning Council (TCRPC)
- (g) St. Lucie County Chamber Board of Directors
- (h) Roundtable of St. Lucie County
- (i) Treasure Coast Regional League of Cities (TCRLC)

Each Councilmember shall be responsible to accept appointment to at least two (2) of these committees and, once appointed, shall attend duly called meetings of these committees and report back to the Council the activities of and actions taken by the respective boards and committees. The failure to fulfill committee responsibilities may result in censure against the Councilmember involved.

SECTION 13. ATTENDANCE. Three unexcused absences by a Councilmember during the current term of office of that Councilmember from meetings of the City Council, including regularly scheduled meetings and special meetings duly called and noticed, shall constitute grounds for forfeiture of the said Councilmember's office pursuant to Section 3.02 of the Charter of the City of Port St. Lucie. The City Council shall review any reasons or excuses presented by a Councilmember related to that Councilmember's absence at the

next preceding meeting and by majority of the Council determine whether that absence should be excused.

Members in attendance at a Council meeting must be present when votes are taken and must cast a ballot or, pursuant to Section 28.012, Florida Statutes, declare that there is, or appears to be, a possible conflict of interest according to Florida law and thereupon comply with the disclosure requirements of Section 112.3143, Florida Statutes.

A Councilmember may participate in a City Council meeting via telephone, videoconference or other type of electronic communication if either (1) there is a medical reason for unavailability, or (2) there exists some extraordinary circumstance that prevents the Councilmember's attendance in person. Such attendance shall not be permitted unless and until the Councilmembers in attendance in person at the meeting approve such attendance. A Councilmember who attends by telephonic or electronic means shall not be counted as absent and shall be allowed to participate in the meeting as if he or she were in attendance in person; provided, however, that Councilmember's attendance shall not be counted in ascertaining a quorum for the meeting, and that Councilmember shall not be allowed to vote.

SECTION 14. COUNCILMEMBER CONDUCT. Members of the Council must at all times recognize that their actions, both public and private, may reflect upon the Council as a whole and further may reflect upon the City of Port St. Lucie. Conduct unbecoming of a public official may result in appropriate action taken by the City Council including, pursuant to Section 3.02 of the Charter of Port St. Lucie, forfeiture of the office of Councilmember.

SECTION 15. WAIVER OF RULES. The Council may, at any time, upon a motion

and majority approval, waive all or a portion of these rules of procedure during the course of a meeting.



"A City for All Ages"

CITY OF PORT ST. LUCIE

Office of the City Manager

COUNCIL ITEM 13A
DATE 12/5/16

MEMORANDUM

TO: MAYOR & CITY COUNCIL

FROM: RUSS BLACKBURN, CITY MANAGER 

SUBJECT: DISCUSSION ON ITEMS FOR THE DECEMBER 19, 2016
CITY COUNCIL WORKSHOP

DATE: DECEMBER 1, 2016

Pursuant to the November 28, 2016 City Council meeting regarding potential items to be presented at the December 19, 2016 workshop, please find the following requested items to be presented and/or discussed:

- Reviving the Budget Committee (Councilwoman Morgan)
- Discussion regarding 1st & 2nd Reading of Ordinances (Councilwoman Morgan)
- Present status and importance of education in Port St. Lucie (Councilman Carvelli)
- Streamlining of new businesses (Councilman Carvelli)
- Forum on Race Relations & Inclusion Update (Communications)
- Level of Service Discussion – Chapter 43 Ordinance, Unimproved Real Property Nuisance - Vacant Lot Program (Neighborhood Services)

Should have any questions, please advise. We look forward to discussing these items further with you.

Thank you.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 12/5/16

TO: Mayor and City Council
VIA: Russ Blackburn, City Manager *RB*
FROM: Ella M. Gilbert, Staff Attorney *EMS*
Agenda Item: Discussion: 2017 State Legislative Priorities
Submittal Date: 11/30/2016

STRATEGIC PLAN LINK: Promotes the City of Port St. Lucie's mission by providing exceptional municipal services and being responsive to the community.

BACKGROUND: The City has received notice that the St. Lucie County Legislative Delegation will meet on January 5, 2017 in order to receive input from various entities, including the City of Port St. Lucie on their legislative priorities for the 2017 Legislative Session, which begins in March 2017. In order for the City to make a presentation before the Delegation, we must submit our priorities and projects by December 20, 2016.

ANALYSIS: To prepare for this event staff has reviewed last year's legislative priorities and requested any suggestions from staff. Attached you will find a copy of last year's legislative priorities for your information. Also attached is a memorandum from City Manager Blackburn that includes a list of priorities and projects recommended by staff. Once input from City Council is formalized, a formal package will be prepared in conjunction with our lobbying firm for the 2017 Legislative Session. The Florida League of Cities Policy Committees commenced in September 2016. The proposed priorities adopted by each policy committee have been submitted to the Legislative Committee and then ultimately the FLC membership for consideration and adoption at the FLC Legislative Conference being held December 8-9, 2016. These priorities then become the League's Legislative Action Agenda. Staff Attorney Ella Gilbert is attending the FLC Legislative Conference.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff and representatives from our lobbying firm GrayRobinson will be present for discussion.

REQUESTED MEETING DATE: 12/5/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Exhibit "A" – Memorandum from City Manager Blackburn re: Proposed 2017 State Legislative Priorities

Exhibit "B" - 2016 City of Port St. Lucie Legislative Priorities;

Exhibit "C" - 2017 St. Lucie County Legislative Program; and

Exhibit "D" - FY 2017-2018 St. Lucie River Issues Team Legislative Appropriations Brief

EXHIBIT

“A”

**(Memorandum from
City Manager
Blackburn re:
Proposed 2017 State
Legislative Priorities)**



"A City for All Ages"

CITY OF PORT ST. LUCIE

Office of the City Manager

MEMORANDUM

RUSS BLACKBURN
City Manager

TO: Honorable Mayor and City Council Members

FROM: Russ Blackburn, City Manager 

DATE: December 2, 2016

SUBJECT: Proposed 2017 State Legislative Priorities

On behalf of staff, I would like to submit the proposed 2017 State Legislative Priorities for City Council consideration. The 2017 State Legislative Priorities include the following priorities from the 2015-16 Legislative Session: Crosstown Parkway Extension; McCarty Ranch Extension Water Quality Restoration Phase 1 Construction; Southern Extension of the Riverwalk Boardwalk and Westmoreland River Park Design; Support for the Biotechnology and Life Sciences Industry; Support of Florida Department of Transportation (FDOT) Work Program; Support of Ardie R. Copas Veterans Nursing Home; and Support of St. Lucie River Issues Team Projects. In addition, we are adding a request for support of a Grant Program to fund Septic Tank Conversion and increased state regulation of Sober Homes.

2017 Water Projects Appropriation Requests:

- McCarty Ranch Extension Water Farming Project Phase I construction - \$ 500,000.00*
- Grant Program to fund Septic Tank Conversion \$ 1,200,000.00*

Florida Department of Transportation (FDOT) Work Program – The City supports the funding of all ranked transportation projects by the FDOT in the 5 year work program. Projects include the Crosstown Parkway Extension, the widening of Port St. Lucie Boulevard, St. Lucie West/I95 Interchange Improvements, sidewalk construction, intersection improvements, bridge rehabilitation, and traffic signal operation and maintenance.

St. Lucie River Issues Team (SLRIT) – The City supports the funding of all ranked projects by the SLRIT.

Artie R. Copas Veterans Nursing Home – the City supports all future funding for the construction and operation of the nursing home.

2017 Economic Development and Tourism Appropriations Requests:

- Westmoreland Tract development and Riverwalk Boardwalk Extension along the North Fork of the St. Lucie River construction - \$600,000.00*

Support for the Biotechnology and Life Sciences Industry – The City requests State financial support for Florida’s Biotechnology and/or Life Science Businesses that will allow them to continue to develop and implement new business plans that will likely include collaboration/merger with Florida’s higher educational institutions and for the increased funding for Florida Universities in biotechnology and/or life-sciences collaboration.

Sober Homes - the City supports legislation to regulate “recovery residence” as defined in Florida Statutes §397.311(36) as “residential dwelling unit, or other form of group housing, that is offered or advertised through any means, including oral, written, electronic, or printed means, by any person or entity as a residence that provides a peer-supported, alcohol-free, and drug-free living environment”.

*Listed dollar amounts subject to change upon future discussion.

We also recommend support of St. Lucie County’s 2017 Legislative Program common priorities in the areas of Economic Development, Environmental/Natural Resources, Transportation & Infrastructure, Health & Human Services and Education. I would appreciate further discussion on these items in order to finalize our Legislative Priorities for presentation to the St. Lucie County Legislative Delegation on January 5, 2017.

- c. O. Reginald Osenton, City Attorney
- Patricia Roebling, P.E., Assistant City Manager
- Jesus Merejo, Interim Assistant City Manager

EXHIBIT

“B”

**(2016 City of Port St.
Lucie Legislative
Priorities)**



"A City for All Ages"

2016

LEGISLATIVE PRIORITIES

St. Lucie County Legislative Delegation Meeting

September 25, 2015



"A City for All Ages"

JEFF BREMER
City Manager

CITY OF PORT ST. LUCIE

Office of the City Manager

September 15, 2015

The Honorable Larry Lee, Jr.
Florida House of Representatives
District 84
100 N. U.S. Highway 1
Fort Pierce, Florida 34950

Attention: Mary Alice Bennett

Dear Representative Lee:

On behalf of the Port St. Lucie City Council, I am pleased to submit the City's 2016 State Legislative Priorities to the St. Lucie County Legislative Delegation for its consideration. The Agenda includes the following priorities:

1. **Crosstown Parkway Extension (Manth Lane to U.S. Highway 1)** - The City of Port St. Lucie (City) requests the continued support from the Delegation for the successful completion of the project, including the approval and conveyance of the necessary easements to cross the North Fork of the St. Lucie River by the Board of Trustees.
2. **Water Projects Appropriation Requests:**
 - McCarty Ranch Extension Water Quality Restoration Phase 1 Construction - \$500,000
 - Veteran's Memorial Stormwater Quality Retrofit Phase 1 Construction - \$150,000
3. **Economic Development and Tourism Appropriations Request:**
 - Southern Extension of the Riverwalk Boardwalk and Westmoreland River Park Design - \$250,000
4. **Support for the Biotechnology and Life Sciences Industry** – The City requests State financial support for Florida's Biotechnology and/or Life Science businesses that will allow them to continue to develop and implement new business plans that will likely include collaboration/merger with Florida's higher educational institutions and for the increased funding for Florida Universities interested in biotechnology and/or life science collaboration.

The Honorable Larry Lee, Jr.
Florida House of Representatives
District 84
September 15, 2015
Page 2

5. **Florida Department of Transportation (FDOT) Work Program** – The City supports funding of all ranked transportation projects by the FDOT in the 5 year work program. Projects include the Crosstown Parkway Extension, the widening of Port St. Lucie Boulevard, St. Lucie West Boulevard/I-95 Interchange Improvements, sidewalk construction, intersection improvements, bridge rehabilitation, and traffic signal operation and maintenance.
6. **Relocation of Utilities** – The City opposes legislation that mandates local governments and their taxpayers bear the cost of relocating utility equipment when the equipment is located within a public utility easement or right-of-way and needs to be relocated for public purposes.
7. **Ardie R. Copas Veterans Nursing Home** – The City supports all future funding for the construction and operation of the nursing home.
8. **St. Lucie River Issues Team (SLRIT)** – The City supports the funding of all ranked projects by SLRIT.
9. **Florida League of Cities** – The City requests the continued support of the Delegation for the Florida League of Cities 2016 Legislative priorities.

We greatly appreciate the opportunity to present these issues to the St. Lucie County Legislative Delegation on September 25th. If you have any questions or would like additional information, please do not hesitate to contact me.

Sincerely,



Jeff Bremer
City Manager

Port St. Lucie City Council



Gregory J. Oravec
Mayor
Mayor@cityofpsl.com



Linda Bartz
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Michelle Lee Berger
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Port St. Lucie, FL 34984
(772) 871-5159



City of Port St. Lucie 2016 State Legislative Priorities

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TRANSPORTATION & INFRASTRUCTURE

LEGISLATIVE PRIORITIES

Crosstown Parkway Extension (Manth Lane to U.S. Highway 1)

The City of Port St. Lucie requests the continued support for the successful completion of the project, including the approval and conveyance of the necessary easements to cross the North Fork of the St. Lucie River by the Board of Trustees.

Focus: Board of Trustees granting of an easement to cross state lands and subsequent issuance of permits relating to the project.

Crosstown Parkway Extension Supporting Information: In March 2009, the City opened the Crosstown Parkway Interchange at Interstate 95 to the public. This interchange completed a five-mile segment of the Crosstown Parkway extending from I-95 to Manth Lane, and also has been extended westward to provide for added connectivity. Crosstown Parkway is a beautiful 6-lane divided highway with linear parks and is currently enjoyed by motorists, bicyclists, and pedestrians.

The Record of Decision for the remaining 2 mile segment connecting the parkway to U.S. Highway 1 was signed by the Federal Highway Administration in February, 2014. The property acquisition process for the selected route is currently underway with construction anticipated to begin in early 2016. The construction of the Crosstown Parkway over the St. Lucie River will help to alleviate traffic and congestion on the City's other two existing overburdened east-west river crossings and will connect U.S. Highway 1 to Interstate 95, providing opportunities for economic development, transit, pedestrians and bicyclists.



Supporters of the Crosstown Parkway Extension: In June 2005, over 89% of the voting residents of Port St. Lucie voted in favor of a \$165 million General Obligation Bond issue to fund the Crosstown Parkway Project. The project is included in the Florida Department of Transportation's Regional Long Range Transportation Plan and Five Year Work Program.



Crosstown Parkway Extension Mitigation Projects: There are two types of mitigation required for this project, regulatory and proprietary. Platts Creek Compensatory Mitigation Project, depicted in the image on the left, is complete. This project provides the regulatory mitigation requirements needed to compensate for the environmental impacts of the Crosstown Parkway Extension project. The proprietary mitigation projects are a series of recreation and water quality projects intended as compensation for the easement across state

lands. These projects are all underway and are anticipated to be completed Fall of 2015.

Florida Department of Transportation (FDOT) Work Program

The City of Port St. Lucie supports funding of all ranked transportation projects by the FDOT in the 5 year work program. Projects include the Crosstown Parkway Extension, the widening of Port St. Lucie Boulevard, St. Lucie West Boulevard/I-95 Interchange improvements, sidewalk construction, intersection improvements, bridge rehabilitation, traffic signal operation and maintenance.

Relocation of Utilities

The City of Port St. Lucie **OPPOSES** legislation that mandates local governments and their taxpayers bear the costs of relocating utility equipment when the equipment is located within a public utility easement or right-way and needs to be relocated for public purposes.



ENVIRONMENTAL/NATURAL RESOURCES

LEGISLATIVE PRIORITIES

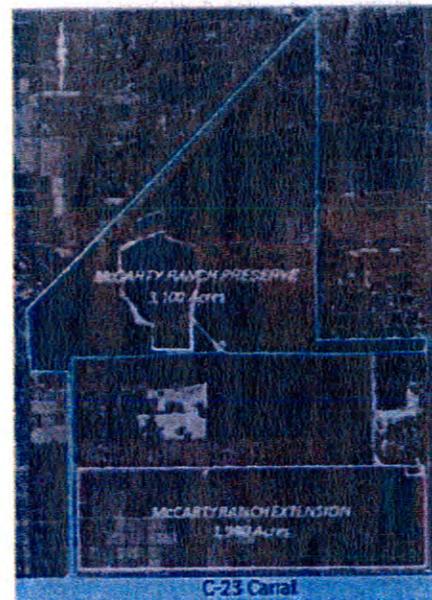
2016 City of Port St. Lucie Water Projects

McCarty Ranch Extension Water Quality Restoration Phase 1 Construction - \$500,000

Summary: The City of Port St. Lucie is respectfully requesting funding assistance for construction of Phase 1 of the McCarty Ranch Extension Water Quality Restoration project.

The McCarty Ranch Preserve and McCarty Ranch Extension consists of two properties totaling 5,100 acres. The City of Port St. Lucie purchased both properties for \$20 million.

Phase 1 of the project consist of constructing a 228-acre pond/reservoir on the McCarty Ranch Extension site, including the modification of an existing stormwater pumping station. The reservoir will hold 1,000+ acre feet of rainwater and 2,500+ acre feet of water pumped out of the adjacent C-23 Canal. The Phase 1 reservoir will have a total stored water capacity of 1.14 billion gallons.



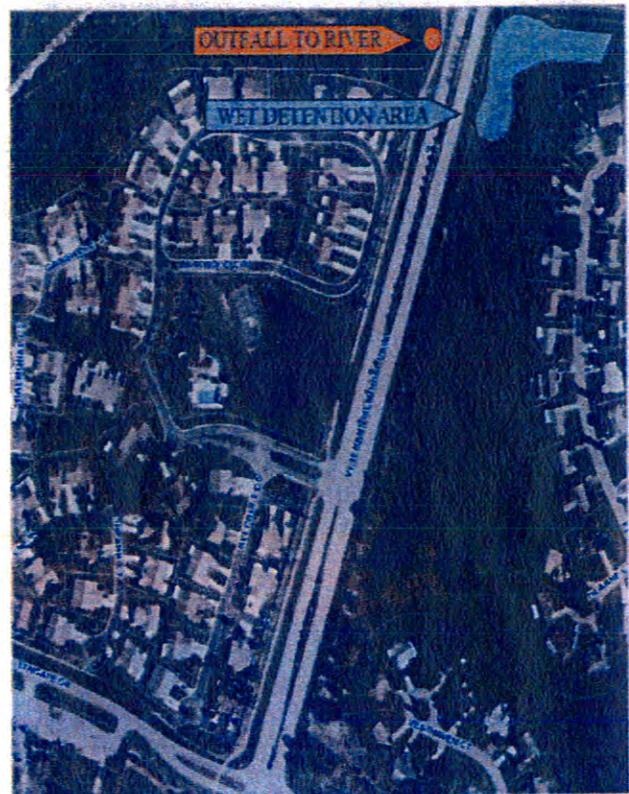
The project benefits will include reducing discharges from the C-23 into the North Fork of the St. Lucie River, reducing nutrient loading stormwater before it leaves the City, reducing nitrogen and phosphorus levels entering the Indian River Lagoon and reducing freshwater discharges and related negative impacts on the Indian River Lagoon.

The City of Port St. Lucie is requesting 50% (\$500,000) of the total estimated \$1,000,000 costs of the project and has the capacity for matching funds necessary in support of this project.



Veteran's Memorial Stormwater Quality Retrofit Phase 1 Construction - \$150,000

Summary: The City of Port St. Lucie is respectfully requesting funding assistance for the construction of Phase 1 of the Veteran's Memorial Stormwater Quality Retrofit project. The final design for all phases of the Veteran's Memorial Stormwater Quality Retrofit is currently under way with an anticipated completion date of December 2015. The project is located just north of the Veteran's Memorial Parkway and Lyngate Drive intersection in Port St. Lucie. Of significant importance for this project is the elimination of uncontrolled stormwater discharges into the North Fork of the St. Lucie River. The North Fork of the St. Lucie River has been designated as an aquatic preserve, and impaired water body (WBID 3194) located in the St. Lucie River Estuary Basin Management Action Plan (BMAP) area. The Florida Department of Environmental Protection (FDEP) adopted the St. Lucie Basin Total Maximum Daily Load (TMDL) and has established pollutant nutrient load allocations in the North Fork of the St. Lucie River for Total Nitrogen, Total Phosphorous and Biochemical Oxygen Demand.



Phase 1 of the Veteran's Memorial Stormwater Quality Retrofit project consist of constructing a drainage control structure at an existing uncontrolled outfall into the river; and expansion of the existing swale upstream of the control structure into a wet detention pond to provide additional stormwater storage and pollutant loading reduction to help achieve the FDEP required pollutant loading allocations for the river. This phase of the project will result in approximately 1.0 acre of wet detention storage within this basin, which drains approximately 185 acres of the 1,100 acre Veteran's Memorial basin. When additional phases of this project are constructed there will be additional wet detention storage provided for this 185 acres resulting in an approximate total of 6.5 acres of wet detention storage.

The City of Port St. Lucie is therefore, respectfully requesting 50% (\$150,000) of the total estimated \$300,000 construction costs, and has the capacity for the matching funds necessary in support of this project. The City intends to move forward with the remaining phases of the Veteran's Memorial Stormwater Quality Retrofit project once funding is dedicated and/or



secured. Once the entirety of the Stormwater Quality Retrofit is constructed the City will have eliminated three (3) uncontrolled discharge connections to the North Fork of the St. Lucie River and provided approximately 80 acre-feet of additional water quality and stormwater attenuation.

St. Lucie River Issues Team

The St. Lucie River Issues Team (SLRIT) was formed by the South Florida Ecosystem Restoration Task Force to document the existing condition of the St. Lucie Estuary (SLE), describe the impacts of discharge event, and develop an interim action plan with specific short term projects that could be implemented within five years to improve water quality in the SLE. The team is made up of a variety of federal, state and local governments in addition to agricultural and environmental interests.

For more than a decade, the SLRIT has solicited, ranked and submitted to the Florida Legislature local turn-dirt projects focused on the restoration of the SLE and the Indian River Lagoon.

Each funded project requires a 50% percent minimum match from a local sponsor and projects are ranked according to three basic criteria: bang for the buck, readiness and local commitment.

The City of Port St. Lucie supports the funding of all ranked project by SLRIT.



ECONOMIC DEVELOPMENT & TOURISM

LEGISLATIVE PRIORITIES

Southern Extension of the Riverwalk Boardwalk and Westmoreland River Park Extension Design - \$250,000

Summary: The City of Port St. Lucie is seeking assistance to extend an existing boardwalk along the North Fork of the St. Lucie River an additional \pm 2,000 feet to city owned park land south of Port St. Lucie Boulevard. The North Fork of the St. Lucie River was designated an aquatic preserve in 1972. It flows south from St. Lucie County, through the City of Port St. Lucie, and into Martin County where it joins the north-flowing South Fork to form the main St. Lucie River. Several thousand acres of land have been acquired by the State, County, and City to preserve the environmental integrity of the river. To showcase the river, the City completed construction of \pm 2,453 linear feet of boardwalk along the river in 2002. The boardwalk runs along a 20 acre riverfront park directly north of Port St. Lucie Boulevard. It includes a boat ramp, picnic pavilions, and two paths leading through hundreds of feet of wooded mangroves to the 10-foot wide boardwalk and the observation deck.

In 2002, the City partnered with St. Lucie County and the Trust for Public Land to purchase 40 acres of riverfront property directly south of Port St. Lucie Boulevard through the Florida Communities Trust program. This 40 acre riverfront park south of Port St. Lucie Boulevard includes a conservation tract to the south, a ten acre undeveloped recreation tract in the center (Westmoreland Tract), and the Port St. Lucie Botanical Gardens to the north. The City of Port St. Lucie recently held two public workshops to solicit public input on the development of the ten acre recreation tract. The workshops were facilitated by the American Institute of Architects, Treasure Coast Chapter. Approximately 50 to





100 people attended the workshops and provided input on the development of the tract including extending the existing riverwalk boardwalk south. The Treasure Coast Regional Planning Council's recently completed Waterways Plan identifies the economic benefits associated with increasing public access to area waterways and providing a broad range of recreational opportunities.

The extension of the boardwalk to the south will create a recreational corridor along the river that will connect two riverfront parks, provide an opportunity for privately held commercial land to connect to a riverfront boardwalk, and enhance public access to the river for the general public. The City has the capacity to provide for the matching funds necessary to support the design of the project.



HEALTH & HUMAN SERVICES AND HEALTHCARE

LEGISLATIVE PRIORITIES

Ardie R. Copas Veterans' Nursing Home

St. Lucie County was awarded the seventh state veterans' nursing home by a unanimous vote at the Sept. 23, 2014 Cabinet Meeting.

The 120-bed facility, to be built in the Port St. Lucie community of Tradition, will offer skilled nursing care and can accommodate 60 residents with dementia/Alzheimer's disease. It joins a network of six other state veterans' homes operated by the Florida Department of Veterans' Affairs.

The City of Port St. Lucie supports all future funding for the construction and operation of the Ardie R. Copas Veterans' Nursing Home.

Biotechnology and Life Science Industry Funding

The City supports funding for Florida's Biotechnology and Life Science businesses that will allow them to continue to develop and implement new business plans that will likely include collaboration/merger with Florida's higher educational institutions and for the increased funding for Florida Universities interested in biotechnology and/or life science collaboration.

The Tradition Center for Innovation in Port St. Lucie is a 150-acre, shovel-ready research park and home to Torrey Pines Institute for Molecular Studies, Martin Health System's Tradition Medical Center and Mann Research Center.



FLORIDA LEAGUE OF CITIES 2016 LEGISLATIVE ACTION AGENDA

LEGISLATIVE PRIORITIES

The City of Port St. Lucie requests the continued support for the Florida League of Cities 2016 Legislative Action Agenda.



SUPPORTING DOCUMENTATION



CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

Topic: Crosstown Parkway Extension – Manth Lane to US Highway 1

Focus: Board of Trustees granting of an easement to cross state lands and subsequent issuance of permits relating to the project.

Crosstown Parkway Extension Supporting Information: In March 2009, the City opened the Crosstown Parkway Interchange at Interstate 95 to the public. This interchange completed a five-mile segment of the Crosstown Parkway extending from I-95 to Manth Lane, and also has been extended westward to provide for added connectivity. Crosstown Parkway is a beautiful 6-lane divided highway with linear parks and is currently enjoyed by motorists, bicyclists, and pedestrians.

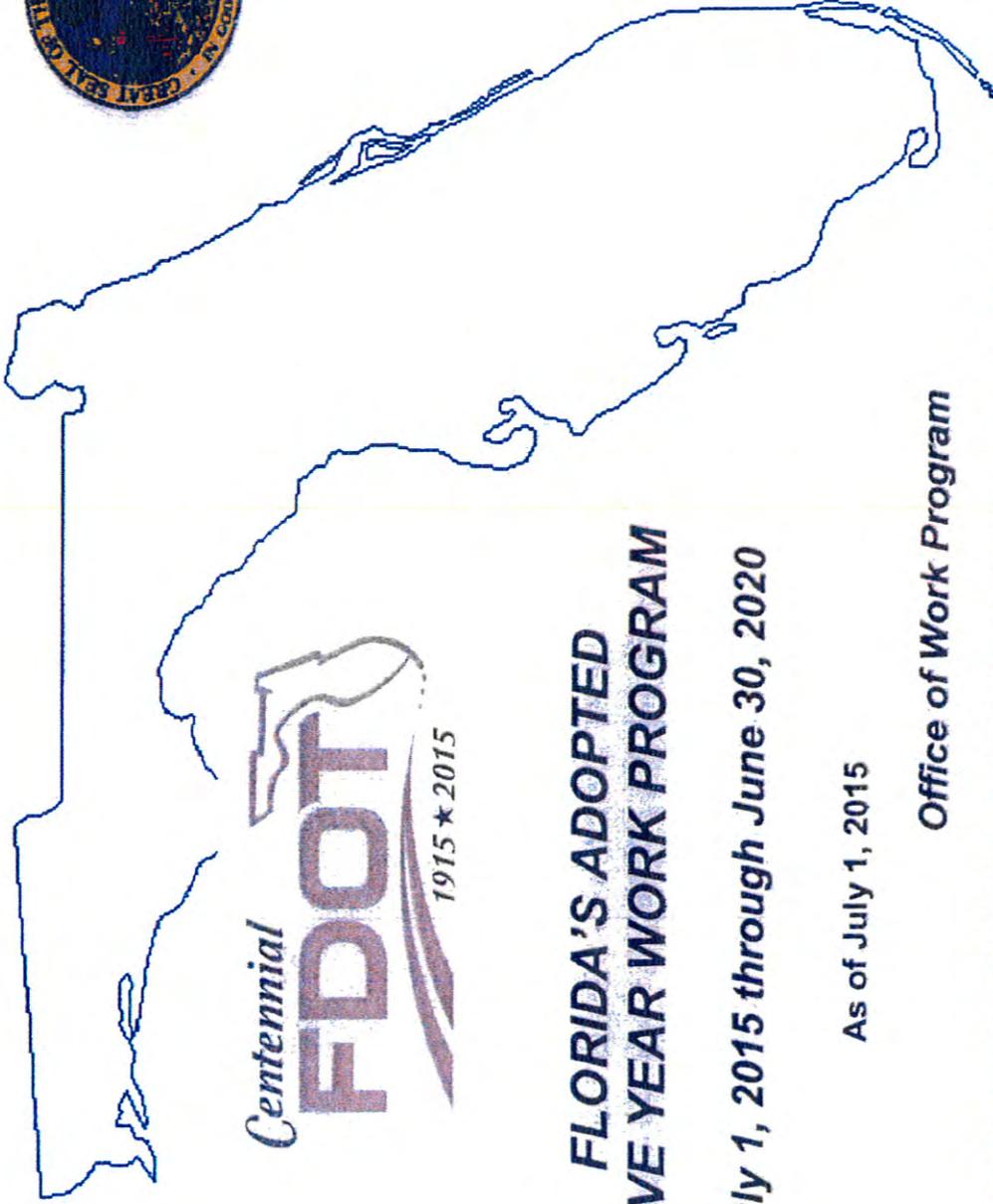
The Record of Decision for the remaining 2 mile segment connecting the parkway to U.S. Highway 1 was signed by the Federal Highway Administration in February, 2014. The property acquisition process for the selected route is currently underway with construction anticipated to begin in early 2016. The construction of the Crosstown Parkway over the St. Lucie River will help to alleviate traffic and congestion on the City's other two existing overburdened east-west river crossings and will connect U.S. Highway 1 to Interstate 95, providing opportunities for economic development, transit, pedestrians and bicyclists.



Supporters of the Crosstown Parkway Extension: In June 2005, over 89% of the voting residents of Port St. Lucie voted in favor of a \$165 million General Obligation Bond issue to fund the Crosstown Parkway Project. The project is included in the Florida Department of Transportation's Regional Long Range Transportation Plan and Five Year Work Program.



Crosstown Parkway Extension Mitigation Projects: There are two types of mitigation required for this project, regulatory and proprietary. Platts Creek Compensatory Mitigation Project, depicted in the image on the left, is complete. This project provides the regulatory mitigation requirements needed to compensate for the environmental impacts of the Crosstown Parkway Extension project. The proprietary mitigation projects are a series of recreation and water quality projects intended as compensation for the easement across state lands. These projects are all underway and are anticipated to be completed Fall of 2015.



**FLORIDA'S ADOPTED
FIVE YEAR WORK PROGRAM**

July 1, 2015 through June 30, 2020

As of July 1, 2015

Office of Work Program

FLORIDA DEPARTMENT OF TRANSPORTATION, JIM BOXOLD - SECRETARY

INTRODUCTION

In accordance with Section 339.135, Florida Statutes, the Department has developed the Five-Year Work Program for Fiscal Years 2015/16 - 2019/20. The development of this Work Program involved extensive coordination with local governments, including metropolitan planning organizations, city and county officials and Florida's citizens. Public hearings were held in each of the seven transportation districts and a statewide public hearing was held by the Florida Transportation Commission. The Florida Transportation Commission performed an in-depth review of this Work Program and presented the results to the Executive Office of the Governor on March 18, 2015.

This Adopted Work Program includes those projects submitted as part of the Tentative Work Program, proviso of the 2015 General Appropriations Act, relevant 2015 legislation, and roll forwards to be approved pursuant to Section 339.135(6)(c), Florida Statutes.

The Department has based this Work Program on sound, multimodal transportation concepts and the best available forecast of costs and funding. As such, the Department has the financial capacity to embark on projects as planned.

The following circumstances may significantly influence the stability of this work program:

- Changes in federal or state revenue estimates
- Changes in federal regulations
- Changes in bond market conditions
- Changes in acquiring right of way
- Changes in right of way costs
- Changes in inflation rates
- Changing federal regulations
- Ecological and environmental factors
- Unanticipated contract litigation
- Other economic forces impacting state transportation revenues
- Changes in MPO/Local priorities

The Department is committed to the policy of implementing projects as scheduled in this Work Program, minimizing changes to the plan and ensuring appropriate communication of any necessary changes as they occur.


Jim Boxer

Secretary

FLORIDA DEPARTMENT OF TRANSPORTATION

| COUNTY NAME | DESCRIPTION | LENGTH | PROJECT TYPE | PHASE NAME | FISCAL YEAR | AMOUNT | CATEGORY |
|-------------|---|--------|--------------------------|---------------------|-------------|------------|----------|
| ST. LUCIE | CROSSTOWN PARKWAY FROM MANTH LANE TO SR-5/US-1 | 2.651 | NEW BRIDGE CONSTRUCTION | ROW RIGHT OF WAY | 2016 | 6,417,514 | HIGHWAYS |
| ST. LUCIE | CROSSTOWN PARKWAY FROM MANTH LANE TO SR-5/US-1 | 2.651 | NEW BRIDGE CONSTRUCTION | ROW RIGHT OF WAY | 2017 | 1,499,660 | HIGHWAYS |
| ST. LUCIE | CROSSTOWN PARKWAY FROM MANTH LANE TO SR-5/US-1 | 2.651 | NEW BRIDGE CONSTRUCTION | ROW RIGHT OF WAY | 2018 | 1,075,000 | HIGHWAYS |
| ST. LUCIE | CROSSTOWN PARKWAY FROM MANTH LANE TO SR-5/US-1 | 2.651 | NEW BRIDGE CONSTRUCTION | ROW RIGHT OF WAY | 2019 | 1,050,000 | HIGHWAYS |
| ST. LUCIE | CROSSTOWN PARKWAY FROM MANTH LANE TO SR-5/US-1 | 2.651 | NEW BRIDGE CONSTRUCTION | ROW RIGHT OF WAY | 2020 | 1,082,981 | HIGHWAYS |
| ST. LUCIE | CITY OF PORT ST. LUCIE JPA SIGNAL MAINT & OPERATIONS ON STATE HWY SYS | 0.000 | TRAFFIC SIGNALS | OPS OPERATIONS | 2016 | 64,600 | HIGHWAYS |
| ST. LUCIE | CITY OF PORT ST. LUCIE JPA SIGNAL MAINT & OPERATIONS ON STATE HWY SYS | 0.000 | TRAFFIC SIGNALS | OPS OPERATIONS | 2017 | 66,538 | HIGHWAYS |
| ST. LUCIE | CITY OF PORT ST. LUCIE JPA SIGNAL MAINT & OPERATIONS ON STATE HWY SYS | 0.000 | TRAFFIC SIGNALS | OPS OPERATIONS | 2018 | 68,535 | HIGHWAYS |
| ST. LUCIE | CITY OF PORT ST. LUCIE JPA SIGNAL MAINT & OPERATIONS ON STATE HWY SYS | 0.000 | TRAFFIC SIGNALS | OPS OPERATIONS | 2019 | 70,591 | HIGHWAYS |
| ST. LUCIE | CITY OF PORT ST. LUCIE JPA SIGNAL MAINT & OPERATIONS ON STATE HWY SYS | 0.000 | TRAFFIC SIGNALS | OPS OPERATIONS | 2020 | 72,708 | HIGHWAYS |
| ST. LUCIE | DEL RIO BLVD FROM PORT ST. LUCIE BLVD TO MACKENZIE STREET | 3.726 | SIDEWALK | CST CONSTRUCTION | 2016 | 987,274 | HIGHWAYS |
| ST. LUCIE | PORT ST. LUCIE BLVD FROM PAAR DRIVE TO DARWIN BLVD | 1.856 | ADD LANES & RECONSTRUCT | ENV ENVIRONMENTAL | 2016 | 185,000 | HIGHWAYS |
| ST. LUCIE | PORT ST. LUCIE BLVD FROM PAAR DRIVE TO DARWIN BLVD | 1.856 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2016 | 114,000 | HIGHWAYS |
| ST. LUCIE | PORT ST. LUCIE BLVD FROM PAAR DRIVE TO DARWIN BLVD | 1.856 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2017 | 214,652 | HIGHWAYS |
| ST. LUCIE | CAMEO BLVD FROM PORT ST. LUCIE BLVD TO CROSSTOWN PARKWAY | 1.733 | SIDEWALK | CST CONSTRUCTION | 2016 | 964,353 | HIGHWAYS |
| ST. LUCIE | CITY OF PORT ST. LUCIE JPA SIGNAL MAINT & OPERATIONS ON STATE HWY SYS | 0.000 | TRAFFIC SIGNALS | OPS OPERATIONS | 2020 | 72,704 | HIGHWAYS |
| ST. LUCIE | PORT ST. LUCIE BLVD @ GATLIN BLVD | 0.046 | INTERSECTION IMPROVEMENT | CST CONSTRUCTION | 2018 | 595,000 | HIGHWAYS |
| ST. LUCIE | PORT ST. LUCIE BLVD @ GATLIN BLVD | 0.046 | INTERSECTION IMPROVEMENT | PE PRELIMINARY ENG | 2016 | 5,000 | HIGHWAYS |
| ST. LUCIE | SELVITZ ROAD FROM BAYSHORE BLVD TO NORTH MACEDO BLVD. | 0.420 | SIDEWALK | CST CONSTRUCTION | 2017 | 402,249 | HIGHWAYS |
| ST. LUCIE | SR-9/I-95 AT ST. LUCIE WEST BLVD. | 1.569 | INTERCHANGE - ADD LANES | CST CONSTRUCTION | 2019 | 7,401,801 | HIGHWAYS |
| ST. LUCIE | SR-9/I-95 OVER GATLIN BLVD. & I-95 OVER CR-712, MIDWAY RD. | 7.894 | BRIDGE REHABILITATION | CST CONSTRUCTION | 2016 | 11,236,602 | HIGHWAYS |
| ST. LUCIE | TULIP BLVD. FROM COLLEGE PARK RD. TO CHERRY HILL RD. | 1.664 | SIDEWALK | CST CONSTRUCTION | 2018 | 842,311 | HIGHWAYS |
| ST. LUCIE | TULIP BLVD. FROM COLLEGE PARK RD. TO CHERRY HILL RD. | 1.664 | SIDEWALK | PE PRELIMINARY ENG | 2016 | 5,000 | HIGHWAYS |
| | | | | | | 19,979,343 | |
| ST. LUCIE | SR-713/KINGS HWY FR 500' S OF SR-70 TO NORTH OF PICOS ROAD | 2.200 | ADD LANES & RECONSTRUCT | CST CONSTRUCTION | 2018 | 26,291,163 | HIGHWAYS |
| ST. LUCIE | SR-713/KINGS HWY FR 500' S OF SR-70 TO NORTH OF PICOS ROAD | 2.200 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2016 | 8,690,639 | HIGHWAYS |
| ST. LUCIE | SR-713/KINGS HWY FR 500' S OF SR-70 TO NORTH OF PICOS ROAD | 2.200 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2017 | 5,468,548 | HIGHWAYS |
| ST. LUCIE | SR-713/KINGS HWY FR 500' S OF SR-70 TO NORTH OF PICOS ROAD | 2.200 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2018 | 492,860 | HIGHWAYS |
| ST. LUCIE | SR-713/KINGS HWY FROM NORTH OF PICOS RD TO NORTH OF I-95 OVERPASS | 1.410 | ADD LANES & RECONSTRUCT | CST CONSTRUCTION | 2019 | 16,630,718 | HIGHWAYS |
| ST. LUCIE | SR-713/KINGS HWY FROM NORTH OF PICOS RD TO NORTH OF I-95 OVERPASS | 1.410 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2016 | 1,002,397 | HIGHWAYS |
| ST. LUCIE | SR-713/KINGS HWY FROM NORTH OF PICOS RD TO NORTH OF I-95 OVERPASS | 1.410 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2017 | 2,474,324 | HIGHWAYS |
| ST. LUCIE | SR-713/KING'S HWY FR SOUTH OF SR-70 TO NORTH OF PICOS RD | 1.890 | LANDSCAPING | ROW RIGHT OF WAY | 2018 | 682,770 | HIGHWAYS |
| ST. LUCIE | SR-713/KING'S HWY FR 800' S OF SR-70 TO NORTH OF PICOS RD | 1.890 | RELOCATE UTILITY SYSTEMS | PE PRELIMINARY ENG | 2019 | 136,500 | HIGHWAYS |
| ST. LUCIE | SR-713/KING'S HWY FR 800' S OF SR-70 TO NORTH OF PICOS RD | 1.890 | RELOCATE UTILITY SYSTEMS | CST CONSTRUCTION | 2016 | 9,121,689 | HIGHWAYS |
| ST. LUCIE | SR-614/INDRIO ROAD FROM WEST OF SR-9/I-95 TO EAST OF SR-670/EMERSON A | 2.709 | ADD LANES & RECONSTRUCT | RRU RAILROAD & UTIL | 2016 | 6,824,473 | HIGHWAYS |
| ST. LUCIE | SR-614/INDRIO ROAD FROM WEST OF SR-9/I-95 TO EAST OF SR-670/EMERSON A | 2.709 | ADD LANES & RECONSTRUCT | CST CONSTRUCTION | 2016 | 34,254,065 | HIGHWAYS |
| ST. LUCIE | SR-614/INDRIO ROAD FROM WEST OF SR-9/I-95 TO EAST OF SR-670/EMERSON A | 2.709 | ADD LANES & RECONSTRUCT | ENV ENVIRONMENTAL | 2016 | 50,000 | HIGHWAYS |
| ST. LUCIE | SR-614/INDRIO ROAD FROM WEST OF SR-9/I-95 TO EAST OF SR-670/EMERSON A | 2.709 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2016 | 410,926 | HIGHWAYS |
| ST. LUCIE | SR-614/INDRIO ROAD FROM WEST OF SR-9/I-95 TO EAST OF SR-670/EMERSON A | 2.709 | ADD LANES & RECONSTRUCT | ROW RIGHT OF WAY | 2017 | 612,273 | HIGHWAYS |



McCarty Ranch Extension Water Quality Restoration Construction Phase 1

1. Port St. Lucie purchased two properties totaling 5,100 acres – cost \$20 million

- Helps the City address its need to be a good steward of the community's valuable water resources
- Ensures the future potable water supply for the community
- 130 Sq. Mile Utility Service Area
- 70 Million Gallons Daily projected potable water demands at build out in 2060
 - Shallow Aquifer
 - Floridian Aquifer Water Sources
 - Alternative Sources

2. Environmental Stewardship with Dispersed Water Farming

- Phase 1 – construction of a 228-acre pond/reservoir on the McCarty Ranch Extension site
 - \$1,000,000 - estimated cost
 - Will hold ±1,000 acre feet of rainwater and ± 2,500 acre-feet of water pumped out the adjacent C-23 Canal
- 1.14 billion gallons total stored water capacity in Phase 1 reservoir
- C-23 is an impaired water body
- Properties can ultimately include multiple reservoirs greatly increasing storage Capacity
- Benefits – Increased Stewardship from:
- Reducing discharges from the C-23 into the North Fork of the St. Lucie River
- Reducing nutrient loading storm water before it leaves the City
- Reducing Nitrogen and Phosphorus levels entering Indian River Lagoon
- Reducing freshwater discharges and related negative impacts on the Indian River Lagoon

3. Long Term Benefits of Water Conservation & Stewardship

- Future Cyclic Surface Water Storage and Aquifer Storage & Recovery (ASR) System
- Water pumped from C-23 Canal during annual wet season will be treated and stored in on-site reservoirs or ASR's
- Stored water will be recovered during dry season and distributed to meet future potable water demands of City's utility customers
- Continued environmental benefits:
- Reducing discharges from the C-23 Canal
- Reducing nutrient loading in storm water before it leaves the City (including Nitrogen and Phosphorus)
- Reduce negative impacts of freshwater discharges entering the Indian River Lagoon
- Potential for Upland Preservation
- Public passive recreation opportunities abound (hiking and biking trails, horseback trails, fishing, and canoeing/kayaking)





"A City for All Ages"

CITY OF PORT ST. LUCIE

Public Works Department

Accredited Agency – American Public Works Association

Project: Veteran's Memorial Stormwater Quality Retrofit Phase 1 Construction - \$150,000

Summary: The City of Port St. Lucie is respectfully requesting funding assistance for the construction of Phase 1 of the Veteran's Memorial Stormwater Quality Retrofit project. The final design for all phases of the Veteran's Memorial Stormwater Quality Retrofit is currently under way with an anticipated completion date of December 2015. The project is located just north of the Veteran's Memorial Parkway and Lyngate Drive intersection in Port St. Lucie. Of significant importance for this project is the elimination of uncontrolled stormwater discharges into the North Fork of the St. Lucie River. The North Fork of the St. Lucie River has been designated as an aquatic preserve, and impaired water body (WBID 3194) located in the St. Lucie River Estuary Basin Management Action Plan (BMAP) area. The Florida Department of Environmental Protection (FDEP) adopted the St. Lucie Basin Total Maximum Daily Load (TMDL) and has established pollutant nutrient load allocations in the North Fork of the St. Lucie River for Total Nitrogen, Total Phosphorous and Biochemical Oxygen Demand.



Phase 1 of the Veteran's Memorial Stormwater Quality Retrofit project consist of constructing a drainage control structure at an existing uncontrolled outfall into the river; and expansion of the existing swale upstream of the control structure into a wet detention pond to provide additional stormwater storage and pollutant loading reduction to help achieve the FDEP required pollutant loading allocations for the river. This phase of the project will result in approximately 1.0 acre of wet detention storage within this basin, which drains approximately 185 acres of the 1,100 acre Veteran's Memorial basin. When additional phases of this project are constructed there will be additional wet detention storage provided for this 185 acres resulting in an approximate total of 6.5 acres of wet detention storage.

The City of Port St. Lucie is therefore, respectfully requesting 50% (\$150,000) of the total estimated \$300,000 construction costs, and has the capacity for the matching funds necessary in support of this project. The City intends to move forward with the remaining phases of the Veteran's Memorial Stormwater Quality Retrofit project once funding is dedicated and/or secured. Once the entirety of the Stormwater Quality Retrofit is constructed the City will have eliminated three (3) uncontrolled discharge connections to the North Fork of the St. Lucie River and provided approximately 80 acre-feet of additional water quality and stormwater attenuation.



CITY OF PORT ST. LUCIE

Community Redevelopment Agency



Project: Southern Extension of the Riverwalk Boardwalk and Westmoreland River Park Design - \$250,000

Summary: The City of Port St. Lucie is seeking assistance to extend an existing boardwalk along the North Fork of the St. Lucie River an additional \pm 2,000 feet to city owned park land south of Port St. Lucie Boulevard. The North Fork of the St. Lucie River was designated an aquatic preserve in 1972. It flows south from St. Lucie County, through the City of Port St. Lucie, and into Martin County where it joins the north-flowing South Fork to form the main St. Lucie River. Several thousand acres of land have been acquired by the State, County, and City to preserve the environmental integrity of the river. To showcase the river, the City completed construction of \pm 2,453 linear feet of boardwalk along the river in 2002. The boardwalk runs along a 20 acre riverfront park directly north of Port St. Lucie Boulevard. It includes a boat ramp, picnic pavilions, and two paths leading through hundreds of feet of wooded mangroves to the 10-foot wide boardwalk and the observation deck.

In 2002, the City partnered with St. Lucie County and the Trust for Public Land to purchase 40 acres of riverfront property directly south of Port St. Lucie Boulevard through the Florida Communities Trust program. This 40 acre riverfront park south of Port St. Lucie Boulevard includes a

conservation tract to the south, a ten acre undeveloped recreation tract in the center (Westmoreland Tract), and the Port St. Lucie Botanical Gardens to the north. The City of Port St. Lucie recently held two public workshops to solicit public input on the development of the ten acre recreation tract. The workshops were facilitated by the American Institute of Architects, Treasure Coast Chapter. Approximately 50 to 100 people attended the workshops and provided input on the development of the tract including extending the existing riverwalk boardwalk south. The Treasure Coast Regional Planning Council's recently completed Waterways Plan identifies the economic benefits associated with increasing public access to area waterways and providing a broad range of recreational opportunities.

The extension of the boardwalk to the south will create a recreational corridor along the river that will connect two riverfront parks, provide an opportunity for privately held commercial land to connect to a riverfront boardwalk, and enhance public access to the river for the general public. The City has the capacity to provide for the matching funds necessary to support the design of the project.



EXHIBIT

“C”

**(2017 St. Lucie
County Legislative
Program)**

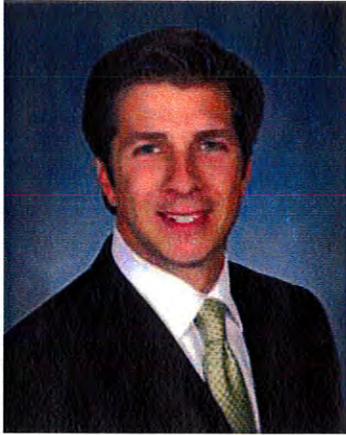


ST. LUCIE WORKS



St. Lucie County
2017 State Legislative Program

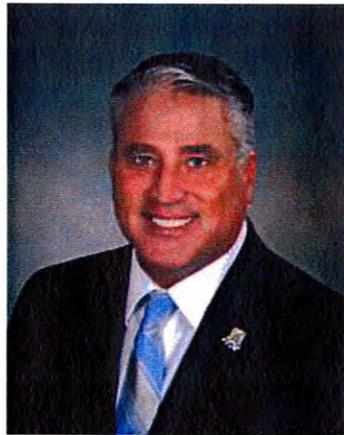
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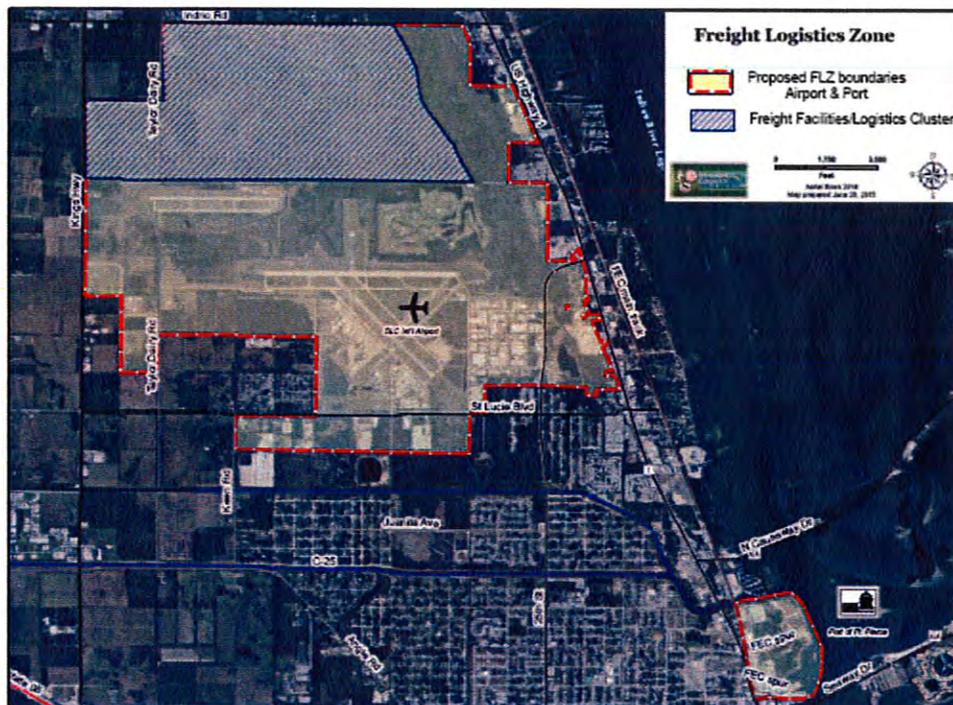
ECONOMIC DEVELOPMENT

LEGISLATIVE PRIORITIES

Intermodal Logistics Center Design

\$500,000

In August 2015, St. Lucie County with the help of the Florida Department of Transportation and Department of Economic Opportunity has established the following area as a Freight Logistics Zone. Furthermore, the County has set aside 1,200 acres within that zone as an Intermodal Logistics Center, by doing so this area has been slated for future industrial use. The Florida Department of Transportation has already contributed \$200,000 for the environmental assessment currently being conducted on the property. The County is requesting \$500,000 from the State to begin the design process for this area.



Economic Development Transportation Fund

The Economic Development Transportation Fund, commonly referred to as the “Road Fund,” is an incentive tool designed to alleviate transportation problems that adversely impact a specific company’s location or expansion decision. The elimination of the problem must serve as inducement for a specific company’s location, retention or expansion project in Florida, and create or retain job opportunities for Floridians. The County **supports** continued funding of the program.

Enterprise Florida/Economic Development

The County **supports** the creation and funding of an economic development fund and the state's economic development toolkit in a manner that supports increased economic growth and development by incentivizing businesses to relocate to or expand in all regions of the state of Florida.

*SUPPORT ISSUES***Navy Seal Museum**

The National Navy UDT-SEAL Museum & Memorial is a major tourism and education destination in Florida. Located on the Treasure Coast at the beach birthplace of UDT-SEALs, it is the only site worldwide where SEAL history and operations enlighten the public. Situated in St. Lucie County at Pepper Park, the current 4 acres and 13,500 sq. ft. of buildings have reached maximum capacity for exhibits, and special events to honor our active duty military and veterans. Installation of 13 new interactive exhibits, currently under construction, will raise annual attendance to more than 100,000.

Support any future funding requests by the Navy Seal Museum for a new facility to display artifacts in storage, accommodate items it receives daily, continue to show the SEAL evolving history and accommodate the number of tourists and students.

BUDGET & TAXATION POLICY

LEGISLATIVE PRIORITIES

Unfunded Mandates

The State Legislature has frequently passed legislation that compels local governments to provide a service, program, or benefit without providing the appropriate funding or a funding source. This compromises local governments' ability to provide services requested by their local communities by diverting resources to these state-directed, unfunded mandates or cost shifts. In addition, as more and more mandates are created, local governments are faced with the burden of using local tax dollars to finance functions that they have little control over.

The state must do a better job of truthfully identifying costs to local governments when passing new legislation and must provide funding or a funding source for every legislative initiative that imposes a cost on counties. St. Lucie County **opposes** new unfunded mandates and unfunded state to county cost shifts.

Aviation Fuel Tax

The aviation fuel tax contributes to the State Transportation Trust which in turn funds the Aviation Grant Program. The Aviation Grant Program provides financial assistance to Florida's airports in the areas of safety, security, preservation, capacity improvement, land acquisition, planning, and economic development. The program also provides funding to assist local governments and airport authorities in planning, designing, constructing, and maintaining public-use aviation facilities. For example, the new MRO hangar at the Treasure Coast International Airport is one of these projects funded through this program.

The County **opposes** legislation that would modify current aviation fuel taxes in a manner that would negatively impact counties or the state's ability to provide resources in support of aviation transportation related operations.

Millage Rates

The County **opposes** legislation that negatively changes the formula for calculating a local government's maximum millage rate and opposes legislation that prohibits local government from redeeming earned rolled back credits.

Communication Services Tax

The County **opposes** legislation which would revise current law in a manner that significantly reduces current local government related revenues.

Furthermore, the County does **support** amending and/or revising current law in a manner that is considered revenue neutral, simplifies administration and collection of the current tax, provides for a broad and equitable tax base, provides for enhanced stability and reliability as an important revenue source for local government and provides the opportunity for market-based growth.

Local Discretionary Revenue Flexibility

The County **supports** modifications to existing laws governing local discretionary sales tax revenue sources to provide greater simplification, flexibility and more efficient administration and management. As well as, expanding the eligibility to levy the Charter County Transportation Surtax to all counties.

Tourism Development Tax

The County **opposes** any legislation which will allow the use of tourism development tax for anything other than for the promotion of tourism.

Local Government Tax Referenda

The County **opposes** legislation that requires a 60% threshold for passage of a local tax referenda during a general election.

ENVIRONMENTAL/NATURAL RESOURCES

LEGISLATIVE PRIORITIES

2017 St. Lucie County Water Projects

| Project | Project Description | Requested Amount | County Match |
|--|--|------------------|--------------|
| Culvert Replacement Project | CONSTRUCTION, The overall objective of this project is to replace three culverts which are old and in need of full replacement. This work is consistent with the SFWMD Strategic Priority. | \$900,000 | \$900,000 |
| Indian River Lagoon North Hutchinson Island Nutrient Pollution Reduction Project | CONSTRUCTION, The overall objective is to protect the health of the Indian River Lagoon by removing 578 current and future onsite treatment and disposal systems, including 340 directly on the IRL, on Hutchinson Island. | \$3,861,750 | \$3,861,750 |
| Teague Hammock Preserve | CONSTRUCTION, This project is an IRL-S C23/C24 CERP buffer project that will provide an additional 300-acres of groundwater recharge that will reclaim agriculture water discharge, restore priority wetland habitat for threatened and endangered species, and reduce State and local invasive exotic management costs. This project will directly benefit the future adjacent IRL-S C23/C24 CERP reservoir project by reclaiming and holding agriculture water before it reaches the C24 drainage basin. | \$400,000 | \$1,000,000 |

Indian River Lagoon South – Comprehensive Everglades Restoration Project

The County remains extremely interested in the completion of the entire Indian River Lagoon-South (IRL-S) project, particularly construction of the C-23 and C-24 reservoirs and associated storm water treatment area (STA). The IRL-S project is a component of CERP, and was first authorized by Congress in 2007. Under CERP, the federal government (through the U.S. Army Corps of Engineers and the Department of the Interior) is expected to fund half of the costs for restoration, with an array of state, tribal, and local agencies paying the other half. The County has already contributed \$1 million towards the project.

According to the Integrated Delivery Schedule (IDS), design will occur beginning in 2018 and 2019 for the two reservoirs, respectively. Due to the success of the work plan for the C44 project, the County respectfully requests funding from the State in order to expedite the design phase of the north reservoir component of the C-23/C-24 project, which is ready for this phase as well as construction.

Beach and Inlet Management Projects

The Beach Management Funding Assistance Program is a Long-Range Budget Plan administered through the Florida Department of Environmental Protection (FDEP) to assist eligible local governments with their beach erosion control projects. Each application request must include a detailed project description, cost estimate, and supporting resolution from the governing body. Individual projects then receive a priority ranking based upon several criteria.

| Project | Project Description | Requested Amount | County Match |
|---|--|-----------------------|-----------------------|
| Fort Pierce Shore Protection Project | 2018 physical and biological monitoring | \$125,000.00 | \$125,000.00 |
| | Next planned Federal nourishment in 2016/2017 | \$910,000.00 | \$910,000.00 |
| Southern St. Lucie County Beach Restoration | 2018 biological monitoring of mitigation reef | \$40,011.00 | \$51,989.00 |
| | 2018 Physical monitoring-5th year beach profiles | \$16,526.00 | \$21,474.00 |
| Fort Pierce Inlet Management Plan | Fort Pierce Inlet Management Plan Update | \$150,000.00 | \$50,000.00 |
| | Inlet Sand Trap (Phase 1) Construction | \$2,250,000.00 | \$750,000.00 |
| | Inlet Sand Trap (Phase 1) Construction-Engineering | \$198,750.00 | \$66,250.00 |
| | Inlet Sand Trap (Phase 1) Construction-Monitoring | \$48,750.00 | \$16,250.00 |
| TOTAL | | \$3,739,037.00 | \$1,990,963.00 |

St. Lucie River Issues Team

The St. Lucie River Issue Team (SLRIT) was formed by the South Florida Ecosystem Restoration Task Force to document the existing condition of the SLE, describe the impacts of the discharge event, and develop an interim action plan with specific short term projects that could be implemented within five years to improve water quality in the SLE. The team is made up of a variety of federal, state and local governments in addition to agricultural and environmental interests.

For more than a decade, the SLRIT has solicited, ranked and submitted to the Florida Legislature local turn-dirt projects focused on the restoration of the SLE and the Indian River Lagoon (IRL). The County fully **supports** the funding of all ranked projects by the St. Lucie River Issues Team.

Zika/Mosquito Control

The control of disease-carrying mosquitoes is one of Florida's most pressing public health concerns. The sudden appearance of the Zika virus in our state over the past year demonstrates clearly the vulnerability of mosquito control in such a wet, warm

environment where disease can spread quickly if not abated through efficient, effective mosquito management techniques. The St. Lucie Mosquito Control District depends on multiple state and non-profit agencies that help provide regulatory supervision, training, public health and mosquito education – all needed to provide a concentrated, coordinated attack on public health threats such as the Zika virus. In recent years, these agencies and organizations have suffered budget cuts that have dramatically curtailed their services. This has had a negative impact on mosquito abatement in Florida at a time when we need it the most.

We look to the Florida Legislature and Governor to provide sufficient resources to:

- The Florida Department of Health, the primary agency responsible for enforcing the emergency public health order imposed by Gov. Scott in February.
- The Florida Department of Agriculture and Consumer Services, which is responsible for regulatory guidance and funding support as the threat from mosquito-borne diseases persists throughout the District and the state of Florida.
- The Florida Medical Entomology Laboratory, the mosquito biology “think tank” performing scientific research that mosquito control districts rely upon and cannot conduct themselves.
- The Florida Mosquito Control Association, a nonprofit agency with members from various fields including mosquito control professionals, scientists, engineers and public health specialists, and which represents the interests of those who promote effective and environmentally sound control of disease-transmitting and pestiferous mosquitoes and other arthropods of public health importance. FMCA’s staffing has been reduced, impacting its ability to serve its members.

Solid Waste

St. Lucie County **opposes** any legislation which would inhibit a local government’s ability to meet statutory requirements under Section 403.7032, Florida Statutes, to recycle 75% of its solid waste by the year 2020.

SUPPORT ISSUES

Department of Environmental Protection – Beach Funding & Permitting

St. Lucie County **supports** the creation of a new dedicated and recurring statutory funding source for beach renourishment projects which accurately reflects the increase in participating programs and future beach and inlet project funding needs. The previous statutory commitment of \$30 million created in 1998 was repealed during Amendment 1 implementation. Since that time, the beach program has received just over \$30 million each year between Land Acquisition Trust Funds and General Revenue.

This amount is no longer sufficient to meet Florida’s needs. A simple adjustment for inflation would require \$44 million in 2016 dollars annually. This does not account for the fact that, since 1998, the number of miles participating in the program has increased by 50 percent. Funding half of the project requests over the last few years

would require nearly \$50 million annually, and annualizing beach and inlet project funding needs over the next 20 years would require roughly \$60 million.

Hydraulic Fracturing

Hydraulic fracturing is a technique that involves stimulating the well to extract oil and gas. Large amounts of fluid under pressure are injected into a wellbore to create and extend fractures in the rock formation. The fractures are held open by a slurry mixture which allows natural gas to flow from the fractures into the production well.

Oppose any legislation which would pre-empt County regulations when pertaining to the process of hydraulic fracturing.

TRANSPORTATION & INFRASTRUCTURE

LEGISLATIVE PRIORITIES

Regional Transit Administration/Maintenance Facility **\$500,000**

St. Lucie County has received a FTA 5339 Grant for \$292,363 and will be requesting a match from the State for \$500,000 to create a conceptual design plan for a transit administration and maintenance facility which will serve the three county region. The facility is slated for Selvitz Road, just north of Midway Road and will be used to store and maintain the fixed route, para-transit buses and support vehicles, as well as house staff and operational supports required for the success of the system.

Currently, transit operations, fixed route and paratransit buses are housed at three different locations, each with its associated maintenance and operating costs. Vehicle maintenance and service are outsourced. The proposed appropriation will assist in completion of the next step toward construction of the facility, allowing for internal maintenance and service work, storage, security and a centralized operational site.

Florida Seaport Transportation & Economic Development (FSTED)

The Florida Legislature created this on-port investment program in 1990, which is administered by the FSTED Council, consisting of the port directors of the 15 public seaports, the Secretary of the Department of Transportation, and the Director of the Department of Economic Opportunity. This state and local investment entity is statutorily charged with accomplishing the state's seaport development mission of implementing capital improvement projects at the local level.

The City of Fort Pierce and St. Lucie County have entered into an interlocal agreement to collaborate efforts in the development of the properties owned by both entities at the Port of Fort Pierce.

| Project | Project Description | Requested Amount | County Match |
|--|---|------------------|--------------|
| Fisherman's Wharf Bulkhead Rehabilitation and Dredging Basin Design - Phase 1 | The work will include the re-design of the Fisherman's Wharf Bulkhead and the study/investigation/permitting for the Fisherman's Wharf Basin Dredging. | \$225,000.00 | \$75,000.00 |
| Fisherman's Wharf Roadway Development - Construction - Phase 2 | Total re-construction of the Fisherman's Wharf roadway with upgraded utilities and improved stormwater management. | \$700,000.00 | \$700,000.00 |
| Harbour Pointe Seagrass Study and Conceptual Development Plan for Bulkhead/Docks/Berths (Planning Study) | This is a seagrass study and conceptual plan for design of a bulkhead/docks/berths, and shore stabilization plan for the north side of the Harbour Pointe parcel, along Taylor Creek. | \$125,000.00 | \$125,000.00 |

Harbour Pointe

The county owns 20 acres at the port known as Harbour Pointe, adjacent to 67 acres owned privately, as well as 12 acres that house the privately owned Indian River Terminal. The county continues to work with private companies in an effort to develop its 20-acre Harbour Pointe, a waterfront property slated for tourism, recreational and marine commercial uses. New strategies are expected to address defining and optimizing the land-use mix, cargo opportunities, mega-yacht markets, and provision of preliminary infrastructure for mixed marine uses. Listed below are the projects the County will be requesting during the 2017 Legislative Session:

| Project | Project Description | Requested Amount |
|---|---|-----------------------|
| Avenue M Infrastructure and Roadway Improvements Design (Phase 1) | Design and realignment of the Avenue M extension from the intersection of North 2nd Street to the terminus at Taylor Creek, approximately 1 mile of urban-type roadway. The project shall include the design of all utilities underground including water and sanitary sewer, electrical power, gas, and communications, as well as any needed upgraded stormwater sewer design. | \$550,000.00 |
| Bulkhead, Shore Stabilization, Dock & Berth Design, and Design and Permitting of Taylor Creek | Design the Bulkhead along Taylor Creek. Design docks, and berths along Taylor Creek and the eastern shoreline of the Harbour Pointe property. Design any revetment and shore stabilization, provide a mitigation plan for any and all protected plants/ species. Design and provide cross-section details of the dredging of Taylor Creek, a navigable waterway, and provide and submit permitting to all required agencies for the dredging of Taylor Creek. | \$750,000.00 |
| TOTAL | | \$1,300,000.00 |

SUPPORT ISSUES

Transportation Disadvantaged Programs

Transportation Disadvantaged (TD) funding is an important funding source to provide the most economically challenged customers with discounted rides on both our fixed route and CONNECTION services. St. Lucie County **supports** attempts to maintain funding to the TD program and to prevent diversion of these dollars for other purposes.

State Transportation Trust Fund

The Florida Transportation Trust Fund is made up of state fuel taxes, motor vehicle fees, tolls and federal grants, and was designed to fund critical road building projects. Transportation is the backbone of Florida’s economy and it is important that these funds are used to pay for transportation projects that will put Floridians to work and improve the state’s aging infrastructure.

St. Lucie County **opposes** any effort to divert revenues from the State Transportation Trust Fund for non-transportation purposes.

Growth Management & Infrastructure

Growth management laws should take careful consideration of and protect the distinct home rule authority of local governments. **Support** changes that 1) strengthen the intergovernmental review process, 2) ensure that the development impacts occurring outside the approving jurisdiction are adequately mitigated, 3) eliminate unnecessary duplication and expenses, and 4) **Support** full funding of regional planning councils and **Oppose** legislation prohibiting or restricting the ability of a regional planning council to provide planning and technical service to its local governments. Efforts to strengthen intergovernmental coordination should be considered so that land use decisions of one jurisdiction do not negatively impact another.

Strategic Intermodal System (SIS)

St. Lucie County **supports** legislation allowing SIS funds to be used on roads and other transportation facilities not designated on the SIS network if the improvement relieves congestion on the SIS.

PUBLIC SAFETY

LEGISLATIVE PRIORITIES

Inmate Medical Costs

The County **supports** legislation that reduces jail expenses by setting a reimbursement amount paid by counties to medical providers for health care services for inmates and arrestees at no higher than the established Medicare rate plus 10%, the same rate as currently charged to the Department of Corrections, unless there is an existing contract in place or a business practice providing a lower rate. The County also **supports** continued efforts to work through the Medicaid reform initiative to ensure that persons with substance abuse and mental health treatment needs are appropriately served.

Pre-Trial Release

In 2012, legislation was filed that would have significantly hampered the ability of local governments to administer their pretrial release programs. According to estimates from the St. Lucie County Criminal Justice Commission, the restrictions that would have been created by this legislation would likely cause defendants each month who are on supervised release to be retained in custody. Current supervised release programs cost \$4 per day, whereas costs to house a defendant in jail are approximately \$123 per day. **Support** maintaining county ability to provide non-monetary pre-trial release services that ensure the safety and welfare of local communities and **oppose** legislation that would limit the discretion of first appearance judges to prescribe pre-trial options for defendants.

Emergency Operations Center (EOC)

The County **supports** continued state funding for the county EOC to ensure it is able to meet the structural survivability and operational space criteria established by the state and federal government.

SUPPORT ISSUES

Prevention, Treatment, and Rehabilitation

St. Lucie County **supports** initiatives which reduce juvenile detention through prevention, treatment, and rehabilitation services.

Juvenile Detention Facilities

The County **supports** the legislature appropriating state funds to the Department of Juvenile Justice to upgrade, renovate, or reconstruct detention centers across Florida that are in a state of despair. To **support** state investments in juvenile facilities to improve the conditions of secure confinement for detained youth without such costs being shifted to the counties. Also, the County **supports** measures that ensure that adequate safety, supervision, and facility maintenance is provided at juvenile residential assessment centers and secure detention facilities.

Medical Marijuana

If there is an effort to expand or modify the use of medical marijuana, the County **supports** legislation that provides a comprehensive health-based regulatory system where the Department of Health is responsible for licensing cultivation sites, dispensing facilities and manufacturers of marijuana for medicinal purposes subject to local ordinances, including but not limited to occupational licensing, regulation and zoning laws.

HEALTH & HUMAN SERVICES

LEGISLATIVE PRIORITIES

Serg. Ardie R. Copas Veterans Nursing Home

The Florida Department of Veterans' Affairs operates six veterans' nursing homes in Daytona Beach, Land O' Lakes, Pembroke Pines, Panama City, Port Charlotte and St. Augustine and one veterans' assisted living facility in Lake City. St. Lucie County was awarded the site for the seventh state veterans' nursing home following a unanimous vote at the Sept. 23, 2014 Cabinet Meeting.

Support all future funding for the construction and operation of the Sergeant Ardie R. Copas Veterans Nursing Home.

SUPPORT ISSUES

County Health Departments

Support preserving the ability of County Health Departments (CHD) to provide primary care and direct patient care services, particularly in communities without adequate substitutes or alternative providers for these services, maintaining state general revenue funding for County Health Departments, and maintaining a coordinated system of county health departments that is centrally housed within the Department of Health (DOH).

Oppose efforts to decentralize the public health system by transferring authority over CHDs from the DOH to the respective county governments, any state reductions to the County Health Department Trust Funds; and any efforts, legislative or otherwise, to limit or eliminate the provision of primary care services in CHDs.

County Share of Cost for Medicaid Services

St. Lucie County **supports** establishing a cap on growth in the individual county Medicaid costs under F.S. 409.915, to address the cost shifts that result from the transition to a Medicaid enrollee based cost-sharing system. The County **opposes** efforts to further shift state Medicaid costs to counties.

Homelessness

The County **supports** developing a dedicated state funding source for homeless programs. **Support** legislation that streamlines current state statutes relating to homelessness and associated programs. **Support** the implementation of discharge protocols and/or procedures for hospitals and correctional facilities when releasing homeless persons. **Support** the development of strategies that would allow local governments to work with the state and federal government to serve target populations: the chronically homeless, veterans, and families and children, with particular emphasis on children aging out of the foster care system.

Healthy Families

Support a continuation of funding for the Florida Healthy Families program.

Affordable Housing

The State of Florida established the Sadowski Housing Trust Fund to create a source of funding for affordable housing. Funding comes from a dedicated tax on housing transactions. Recently, the trust fund has been swept by the State Legislature for other uses.

The County **supports** allocating the full amount of dedicated documentary tax revenues for state and local affordable housing programs. As well as, **supports** investing in affordable housing to create jobs in home repair, hardening homes, retrofitting and constructing affordable rental units, and lowering energy costs to make housing more affordable.

Mental Health/Substance Abuse Services and Funding

In the last two years over \$30 million in mental health funding had been lost to Florida's communities. Increased community funding is required to meet the needs of persons residing in the Treasure Coast who are mentally ill and often also have severe substance use disorders.

Additionally, the human and economic costs of untreated mental illness in our state continue to rise. Those costs include the criminalization of people with untreated mental illness, family erosion, substance abuse, job loss, domestic violence, homelessness, medical problems, crime and suicide. Florida must do more to invest and fund community-based and integrated mental healthcare.

The County **supports** efforts to increase supportive housing, jail diversion, and employment and education initiatives for people with mental health or substance abuse issues. **Supports** diverting, medically assisting, or treating mentally ill outside of the criminal justice process through alternative programs, such as Crisis Intervention Teams. **Supports** continued efforts to work through Medicaid reform initiatives to ensure that persons with substance abuse and mental health treatment needs are appropriately served.

Furthermore, St. Lucie County **supports** appropriate funding for core mental health and substance abuse services. **Supports** increased funding of the Criminal Justice Mental Health and Substance Abuse Reinvestment Grant Program with recurring dollars in a trust fund. **Supports** sustainable matching state funds to counties that have received both planning and implementation Reinvestment Grant funds.

Early Steps Program

Treasure Coast Early Steps Program, within Children's Medical Services, serves families with infants and toddlers, birth to 36 months of age, who have developmental delays or an established condition likely to result in a developmental delay. Each child

receives an Individualized Family Support Plan (IFSP) that meets his or her needs. Families and caregivers also receive support to develop the skills and confidence they need to help their children learn and develop. The County **supports** continued funding of the program.

Community Healthcare Clinics/HANDS

The County strongly **supports** the continuation or increase of funding for all Community Healthcare Clinics, such as the HANDS Clinic in Fort Pierce.

Medical Examiners

St. Lucie County **opposes** legislation that prohibits medical examiners from charging a fee for examination and autopsy services that a medical examiner is required to perform by law for cremation services.

EDUCATION

SUPPORT ISSUES

State Library Funding

Local governments receive State support for libraries through three different programs: the State Aid program, the Regional Multi-type Library Cooperative Grant program, and the Public Library Construction Grant program. Continuation of these funding sources will ensure that the State will play an appropriate role in enhancing public library service by matching local library expenditures, enhancing consortia services to area libraries, and providing needed dollars for the construction of new public libraries.

Indian River State College

Support Indian River State College (IRSC) with increased operational funding for workforce-related initiatives and enhancing the institutions capacity to serve the community; additionally, support revisions to the Florida College System Performance funding methodology which would more equitably evaluate its collective institutions and promote even greater success in the nation's best state and community college system.

Support IRSC's ability to serve the region with upper-division, baccalaureate programs that meet the current and future workforce needs of our communities. Conversely, **oppose** legislative measures which may potentially incapacitate growth in existing programs, or severely limit the institution's ability to implement new programs if a workforce need is demonstrated.

Support any IRSC College Improvement Plan (CIP) building construction projects that come forward for funding on the state's Public Education Capital Outlay (PECO) prioritized list.

AGRICULTURE

SUPPORT ISSUES

Invasive Exotic Plant Research UF IFAS

The UF/IFAS quarantine facility, which opened in 2004 at the Treasure Coast Research Park, is a highly secure lab where scientists conduct research on biological controls for invasive species. Biological control uses natural enemies to control plant and insect pests. Scientists introduce, evaluate and release biological control agents to try to manage exotic weeds and insect pests in Florida.

UF/IFAS scientists at the quarantine facility are working on many projects, including:

- Trying to establish laboratory colonies of one or more promising insect herbivores that feed on cogongrass, one of the most invasive grasses in the Southeast.
- In collaboration with the Florida Department of Agriculture and Consumer Services and the U.S. Department of Agriculture, scientists have released more than 350,000 beetles for biological control of the air potato at more than 1,000 locations in Florida since 2012.
- Biological control of Brazilian peppertree using two insects from South America. In greenhouse trials, these insects have been shown to reduce growth of the invasive weed by as much as 89 percent. Release of the insects will begin as soon as federal approval is received.

The County **supports** continued funding which will benefit the *Invasive Exotic Plant Research* located at the University of Florida IFAS in Fort Pierce.

EXHIBIT

“D”

**(FY 2017-2018 St.
Lucie River Issues
Team Legislative
Appropriations Brief**

FY2017-2018 LEGISLATIVE APPROPRIATIONS BRIEF

The St. Lucie River and Estuary Basin Management Action Plan (BMAP), adopted May 2013, represents the collaborative effort of stakeholders to identify current and planned management actions to achieve these pollutant load reductions. The management actions identified in the BMAP address known sources of pollutants, facilitate investigation of unknown sources, prevent new sources, and address future loads associated with population growth and land use changes in the basin.

The St. Lucie River Issues Team has agreed to focus its efforts on funding projects that align with, and accelerate implementation of, the St. Lucie River and Estuary and/or the Central Indian River Lagoon BMAP(s). It is the Team's belief that this will assist local governments in planning, budgeting, and executing projects while simultaneously monitoring and/or conducting studies to better understand the water quality dynamics in the watershed.

The St. Lucie River Issues Team was formed by the South Florida Ecosystem Restoration Working Group in May, 1998. Its purpose was to develop federal, state and stakeholder consensus on an action plan that would immediately accelerate progress toward improving water and habitat quality in the St. Lucie Estuary and further more comprehensive local ecosystem restoration goals. This action plan would assess the current problems in the St. Lucie Estuary and set direction for achieving improvements both in water quality and estuarine ecosystem functions (e.g., fish and wildlife habitat) for the next few years.

The Issues Team members, representing 17 different federal, state and local governments, as well as, agricultural and environmental organizations, presented the Interim Action Plan to the South Florida Ecosystem Restoration Working Group and asked them to support a 1999-2000 budget request of \$15 M to address the short term projects. They also asked to reconvene each summer to again go through the ranking process with new or under-funded projects that would benefit the restoration of the SLE and the IRL.

The St. Lucie River Issues Team has continued to solicit, rank and submit projects to the Florida Legislature for the past fourteen years. To date, the Issues Team has received \$65.7 million from the Florida Legislature, and an additional \$2 million from the Federal Government. The program has funded over 131 individual projects in Martin and St. Lucie counties and their municipalities. It is hoped that the momentum of this program continues because our work has just begun.

St. Lucie River Issues Team

St. Lucie River Issues Team Fiscal Year 2017-18 Project List

| Rank | Sponsor | Project | Funding requested |
|------------------------|------------------------|---|--------------------|
| 1 | City of Port St. Lucie | Veteran's Memorial Stormwater Quality Retrofit Phase 1 & 2 | \$125,000 |
| 2 | Martin County | Willoughby Creek Stormwater Quality Improvement Project | \$418,000 |
| 3 | Martin County | Hogg Creek Alternative Treatment Technology Project | \$700,000 |
| 4 | St. Lucie County | Ten Mile Creek Oxbow Restoration at Richard E. Becker Preserve | \$200,000 |
| 5 | Town of Sewall's Point | Town of Sewall's Point – Septic Tank Conversion to Sanitary Sewer | \$488,750 |
| 6 | St. Lucie County | Septic to Sewer Project at Richard E. Becker Preserve | \$100,000 |
| 7 | Town of Sewall's Point | South Sewall's Point Road – Mandalay & Marguerita Stormwater Improvements | \$892,500 |
| 8 | UF/IFAS | Use of Aquatic Vegetation to Remove Contaminants from Stormwater I the Indian river Lagoon Basin | \$98,956 |
| 9 | UF/IFAS | Transformation and Biavailability of Organic Nitrogen in Stormwater from Agriculture and Urban Areas I the St. Lucie River Watershed. | \$99,840 |
| Total Requested | | | \$3,123,046 |

Total Issues Team Request for FY 2017-18 \$3,123,046

St. Lucie River Issues Team