"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, February 8, 2016 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

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

Administration

Jeff Bremer, City Manager
Pam E. Booker, 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, February 8, 2016 – 7:00 p.m.

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

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

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

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

   A. **SPECIAL PRESENTATION** – PLAQUE PRESENTATION FROM THE POLICE ATHLETIC/ACTIVITIES LEAGUE, INC. TO COUNCILMAN BOWEN

   B. **SPECIAL PRESENTATION** - PLAQUE OF APPRECIATION TO ARLENE BROWN FOR HER SERVICE ON THE CONTRACTORS' EXAMINING BOARD

   C. **PROCLAMATION** – NATIONAL ENGINEER'S WEEK

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. **DECLARATION OF UNITY OF TITLE**, MANUEL A. LEAL & MARIA C. LEAL., TO COMBINE LOTS 12 AND 13, BLOCK 2059, PORT ST. LUCIE SECTION 21, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

   C. **DECLARATION OF UNITY OF TITLE**, ANTHONY VOLPE & THERESA M. VOLPE, TO COMBINE LOTS 3 AND 4, BLOCK 701, PORT ST. LUCIE SECTION 18, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO

ONE PARCEL, LEGAL DEPARTMENT

D. **DECLARATION OF UNITY OF TITLE**, ROBERT F. LOUPE, TO COMBINE LOTS 13 AND 14, BLOCK 411, PORT ST. LUCIE SECTION 3, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

E. **POLISH AMERICAN SOCIAL CLUB,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR ANNUAL FLEA MARKET SCHEDULED FOR MARCH 11TH & 12TH, 2016, CITY MANAGER

F. **I9 SPORTS,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR SPRING SEASON REGISTRATION SIGNS FOR THIS EVENT ARE SCHEDULED TO BE PLACED MARCH 7TH THROUGH MARCH 21ST, 2016, CITY MANAGER

G. **IM SOLUTIONS, INC.,** PURCHASE OF NEW TV-20 EQUIPMENT, #20160024, $33,220, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, DELIVERY TIME IS WITHIN 45 CALENDAR DAYS AFTER RECEIPT OF ORDER, PROCUREMENT MANAGEMENT DEPARTMENT

H. **REQUEST FOR APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD MEMBER,** RECOMMENDATION FOR APPOINTMENT OF TERRY WIX TO THE POOL CONTRACTOR MEMBER POSITION, BUILDING DEPARTMENT

I. **WAIVER OF BID, CHAPTER 35.05(B),** SOLE SOURCE**, MOTOROLA SOLUTIONS,** PURCHASE OF 10 MOTOROLA P25 RADIOS, #20160055, $30,595.40, PROCUREMENT MANAGEMENT DEPARTMENT

J. **WAIVER OF BID, CHAPTER 35.03(D),** CIRCUMSTANCES REQUIRE IMMEDIATE REQUISITION**, SEEPEX, INC.,** PURCHASE OF A BIO-SOLID CAKE PUMP SYSTEM, #20160064, $84,750, PROCUREMENT MANAGEMENT DEPARTMENT

K. **TREASURE COAST YOUTH FOOTBALL AND CHEER ASSOCIATION, INC.,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR NFL FLAG AND FALL FOOTBALL/CHEER SEASON, SIGNS FOR THIS EVENT ARE SCHEDULED TO BE PLACED FEBRUARY 9TH THROUGH FEBRUARY 23RD, AND FEBRUARY 25TH THROUGH MARCH 10TH, 2016, CITY MANAGER

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

A. **ORDINANCE 15-59,** AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES; AMENDING SECTION 60.06; DEFINITIONS; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-02,** AN ORDINANCE OF THE PORT ST. LUCIE CITY CODE OF ORDINANCES, REPEALING CHAPTER 52, CONNECTION TO WATER SYSTEM; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 16-05,** AN ORDINANCE TO REZONE 0.50 ACRES OF PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 234, SECTION 28 AND LOCATED ON THE SOUTHEAST CORNER OF BILTMORE STREET, AND LAKEHURST DRIVE, AND WEST OF DRAINAGE RIGHT-OF-WAY; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS RPR INVESTMENTS, INC. (P15-191); PROVIDING FOR AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

A. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #461,** SE MARIANA ROAD

B. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #462,** SW AVONDALE STREET

C. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #463,** SE HURON TERRACE

D. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #464,** SW GALETI TERRACE

E. **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #465,** SE STRAIT AVENUE

10. **FIRST READING OF ORDINANCES**

A. **ORDINANCE 16-07,** AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE .

B. **ORDINANCE 16-08,** AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

C. **ORDINANCE 16-09,** AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES; § 37.03 DEFINITIONS, TO AMEND THE DEFINITION OF A CODE COMPLIANCE SPECIALIST TO INCLUDE ANY CITY EMPLOYEES WHOSE DUTY IT IS TO ENFORCE CITY CODES AND ORDINANCES, AMENDING § 37.05, ENFORCEMENT PROCEDURE, AMENDING § 37.06, CONDUCT OF HEARING, PROVIDING FOR SEVERABILITY; AMENDING § 37.07 ADMINISTRATIVE FINES; LIENS; DURATION; COLLECTION, AMENDING § 37.09, NOTICES; AMENDING § 37.20, CITATIONS, NOTICES TO APPEAR, PENALTIES, PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

11. **RESOLUTIONS**

A. **RESOLUTION 16-R05,** A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT APPLICATION FOR VERANO PUD NO. 1 PLAT NO. 15 (THE FINAL PLAT AND CONSTRUCTION PLANS) P15-172 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VERANO DEVELOPMENT, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

B. **RESOLUTION 16-R06,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT FOR TRADITION PLAT NO. 75 (THE PRELIMINARY PLAT AND CONSTRUCTION PLANS) P15-118 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF VITALIA AT TRADITION, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

C. **RESOLUTION 16-R07,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONCERNING FDOT'S PARTICIPATION IN PROVIDING FEDERAL AND STATE FUNDING FOR THE CONSTRUCTION OF THE CITY'S CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

D. **RESOLUTION 16-R08,** A RESOLUTION APPOINTING CHRISTOPHER J. DELORENZO AS ASSISTANT CITY ATTORNEY; PURSUANT TO THE CITY CHARTER § 9.04, PROVIDING AN EFFECTIVE DATE.

E. **RESOLUTION 16-R09,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONCERNING THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS WITHIN AND ALONG DEL RIO BOULEVARD FROM PORT ST. LUCIE BOULEVARD TO

CALIFORNIA BOULEVARD; PROVIDING AN EFFECTIVE DATE.

12. UNFINISHED BUSINESS

THERE IS NOTHING SCHEDULED UNDER THIS ITEM.

13. NEW BUSINESS

A. **CROSSTOWN PARKWAY EXTENSION PROJECT PUBLIC INFORMATION MEETING REPORT,** CITY MANAGER

B. **CROSSTOWN PARKWAY EXTENSION PROJECT, STATUS OF THE VARIOUS LEGAL CHALLENGES**, CITY MANAGER

C. **BLUE GOOSE CONSTRUCTION, LLC,** CHANGE ORDER #1, PLATTS CREEK MITIGATION CONSTRUCTION PROJECT, #20140038, NET INCREASE OF $71,513.35, FOR A NEW CONTRACT TOTAL OF $2,649,313.77, PLUS THE ADDITION OF 57 CALENDAR DAYS FOR A NEW CONTRACT PERIOD OF 357 CALENDAR DAYS, CITY MANAGER

D. **PAUL JACQUIN & SONS, INC.,** CHANGE ORDER #1, HALPATIOKEE CANOE/KAYAK LAUNCH & SAVANNAS PRESERVE STATE PARK EDUCATION CENTER IMPROVEMENTS, #20140119, NET INCREASE OF $143,706.84, FOR A NEW CONTRACT TOTAL OF $1,908,601.94, PLUS THE ADDITION OF 72 CALENDAR DAYS FOR A NEW CONTRACT PERIOD OF 372 CALENDAR DAYS, CITY MANAGER

E. **DIRECTION TO ENGAGE THE SERVICES OF THE LAW OFFICES OF ROBIN BRESKY IN THE PENDING APPELLATE LITIGATION WITH JOSEPH D' AGOSTINO V. CITY OF PORT ST. LUCIE, ET AL.,** CITY ATTORNEY

F. **PROPERTY ACQUISITION FOR BAYSHORE BOULEVARD/SELVITZ ROAD IMPROVEMENT PROJECT,** PURCHASE LOTS 27 & 28, BLOCK 35, PORT SAINT LUCIE SECTION 25, PORT ST. LUCIE, FLORIDA, $32,000, LEGAL DEPARTMENT

G. **REQUEST TO USE McCARTY RANCH PRESERVE AREA AS THE MITIGATION RECEIVING AREA FOR THE PUBLIC PURPOSE IMPROVEMENTS ASSOCIATED WITH PLAT ST. LUCIE WEST BASIN 4E-5 PLAT NO. 192**, P15-062, PLANNING & ZONING DEPARTMENT

14. DETERMINATION OF EXCUSED ABSENCES

A. **COUNCILWOMAN BERGER,** REGULAR CITY COUNCIL MEETINGS, JANUARY 25, AND FEBRUARY 8, 2016

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.

February Meeting Calendar

DATE	MEETING	TIME	LOCATION
2-08-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
2-10-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
2-10-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
2-11-16	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
2-11-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
2-22-16	City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
2-24-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
2-24-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B

CA020816

NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
FEBRUARY 8, 2016

10. **FIRST READING OF ORDINANCES**

d) ORDINANCE 16-10, AN ORDINANCE AUTHORIZING THE ABANDONMENT AND RELEASE OF A PORTION PLATTED TEN FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 28 AT PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID PORTION OF THE PUBLIC UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4A
Meeting Date: 2/8/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Officer Richard E. Wilson, Executive Dir. PAL 238

Agenda Item: Special presentation: To Mr. Bowen as Honorary Board member to the Port St. Lucie Police Athletic League.

Submittal Date: 1/25/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, principle 1, exceptional municipal services.

BACKGROUND: At the January 19, 2016 meeting of the Port St. Lucie Police Athletic League Board of Directors, the Board voted unanimously to elect Councilman Ron Bowen to serve as an Honorary Board member.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minute plaque presentation by Board Pres Bill May.

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Letter from PAL Board of Directors.

RECEIVED
JAN 2 7 2016
CITY MANAGER'S OFFICE

Port St. Lucie
Police Athletic/Activities League, Inc.

2101 S.E. Tiffany Avenue • Port St. Lucie, Florida 34952
(772) 398-9436 • Fax (772) 398-2773

January 19, 2016

On Behalf of the Board of Directors of the Port St. Lucie Police Athletic League, Inc, it is with great pleasure that we announce the election of Port St. Lucie City Councilman Mr. Ron Bowen as an Honorary Board Member. At the regular business meeting of the PAL Board of Directors on January 19, 2016, Board President Mr. Bill May made the nomination of Mr. Bowen for an Honorary Board position based on Mr. Bowen's ongoing support for this organization and his attendance at our events and programs. Although the PAL Facility lies within Mr. Bowen's Council District, he recognizes that our programs and activities for area youth serve the entire City. We welcome Mr. Bowen on board with our organization and look forward to his ongoing support. It is our hope that we may be able to honor Mr. Bowen with this award at an upcoming City Council meeting by making a public announcement and the presentation of a plaque by PAL Board President Bill May and Executive Director Officer Rich Wilson.

Respectfully,

Officer Richard E. Wilson

Executive Director, PAL

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 4B
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Joel Dramis, Building Code Administrator

Agenda Item: Special presentation: To Arlene Brown – Contractor Examining Board Consumer Member.

Submittal Date: 1/8/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the Port St Lucie mission, Principle A, Exceptional Municipal Services and Principle B, Responsive to the Community

BACKGROUND: Arlene Brown served on the Contractors Examining Board as a Consumer Member from May 2005 through November 2014. Ms. Brown continued to serve after her allowable term, until a replacement was appointed.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Present plaque to Ms. Brown for her service to the City

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: N/A

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CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – **Manuel A. Leal and Maria C. Leal** to combine **Lots 12 and 13, Block 2059, Port St. Lucie Section Twenty-One**

Submittal Date: **1/29/2016**

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owner(s) of record, **MANUEL A. LEAL and MARIA C. LEAL, husband and wife**, desires to join the following lands described as Lots **12 and 13,** Block **2059**, Port St. Lucie

Section **Twenty-One**, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owner(s) of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, Pam E. Booker and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: See attached map, Lots **12 and 13**, Block **2059**, Port St. Lucie Section **Twenty-One**

ATTACHMENTS: Map and Declaration of Unity of Title

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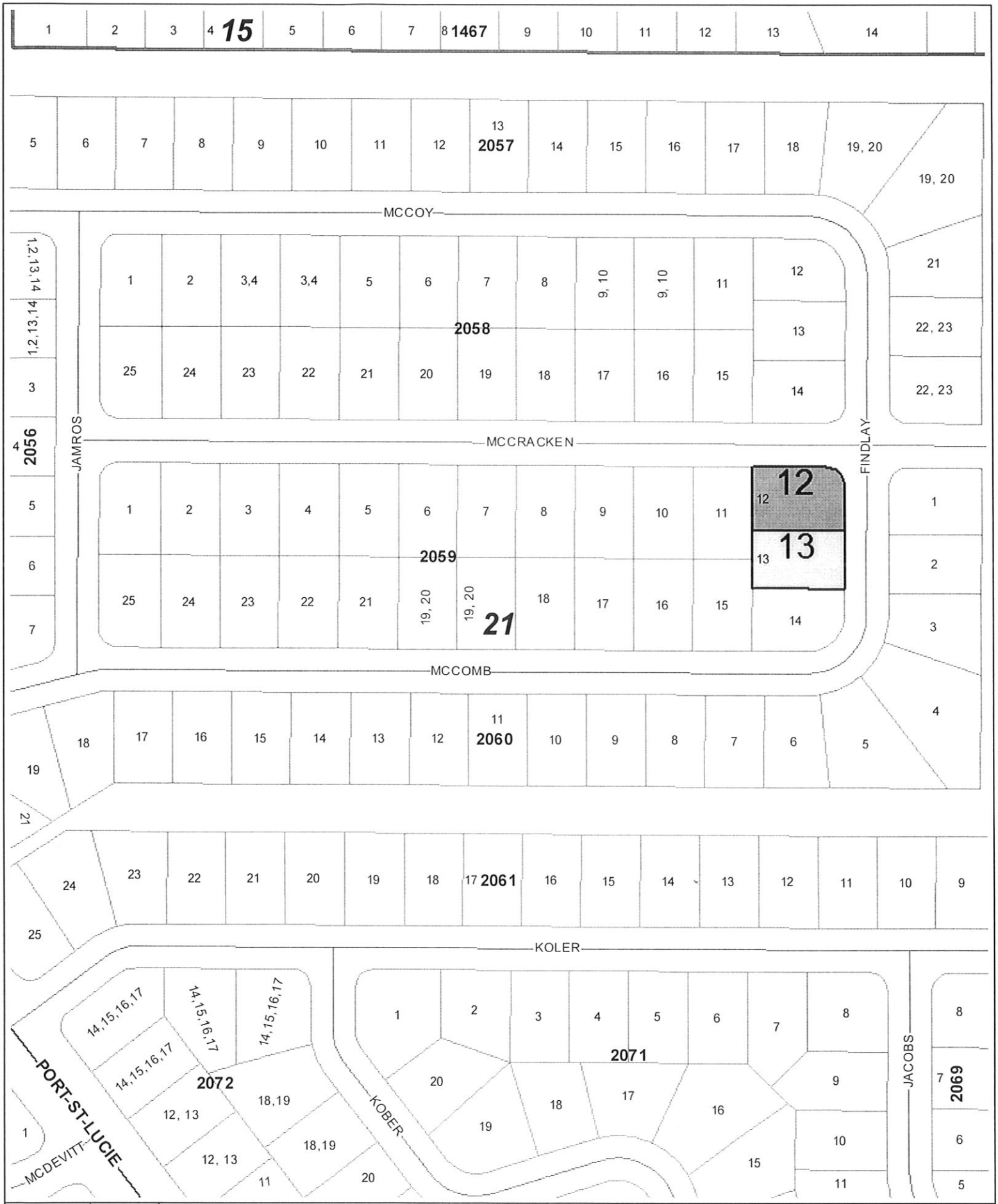
CITY MANAGER'S OFFICE



Unity of Title

Lots 12 & 13

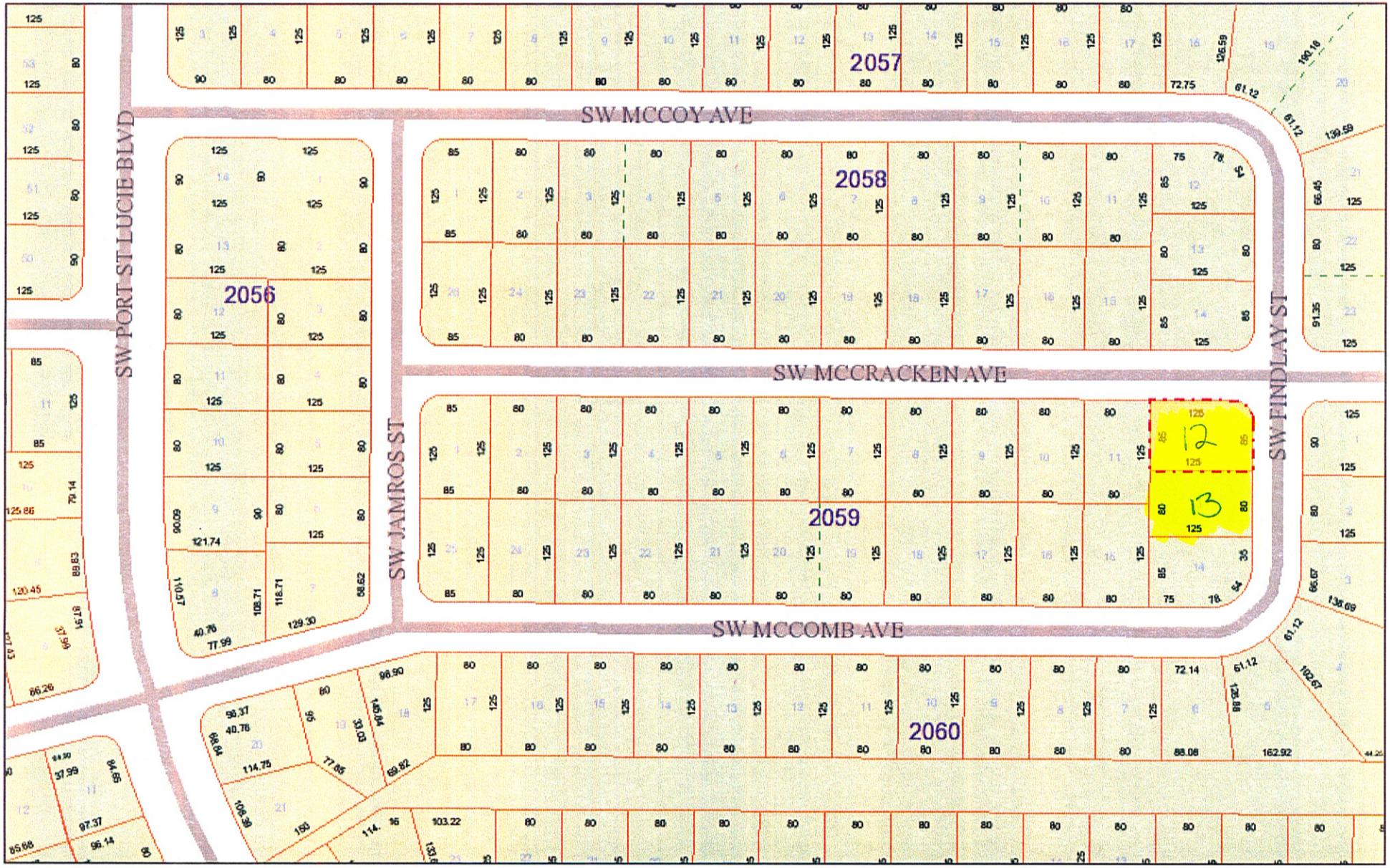
Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/21/2016

Scale:

0 0.0125 0.025 0.05

mi

Ken Pruitt, Saint Lucie County Property Appraiser



January 21, 2016

1:2,257

0 0.0175 0.035 0.07 mi

0 0.03 0.06 0.12 km

This information is deemed to be correct at this time but it is subject to change and is not warranted.

This instrument was prepared under the direction of:
Pam E. Booker, Esq., City Attorney
Prepared by:
Nadia Westerik, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned **MANUEL A. LEAL and MARIA C. LEAL, husband and wife**, are the fee simple owner(s) of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 12 and 13, Block 2059, Port St. Lucie Section Twenty-One, according to the plat thereof, as recorded in Plat Book13, at Page(s) 27. 27A through 27F, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned do(es) hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-

described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agree(s) to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agree(s) that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has/have caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Manuel A. Leal

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

SIGNATURES CONTINUED ON NEXT PAGE

WITNESSES

OWNER(S)

_____

Print Name:_____
Witness

_____

Maria C. Leal

_____

Print Name:_____
Witness

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Anthony Volpe and Theresa M. Volpe to combine Lots 3 and 4, Block 701, Port St. Lucie Section Eighteen

Submittal Date: 1/29/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owners of record, Anthony Volpe and Theresa M. Volpe, desire to join the following lands described as Lots 3 and 4, Block 701, Port St. Lucie Section Eighteen, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owners of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, Pam E. Booker and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: See attached map, Lots 3 and 4, Block 701, Port St. Lucie Section Eighteen

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

JAN 2 9 2016

CITY MANAGER'S OFFICE

Unity of Title

Lots 3 & 4

Scale: 0 0.0125 0.025 0.05 mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/27/2016

This instrument was prepared under the direction of:
Pam E. Booker, Esq., City Attorney
Prepared by:
Kimberly A. Sala, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned ANTHONY VOLPE AND THERESA M. VOLPE, Husband and Wife, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 3 and 4, Block 701, Port St. Lucie Section Eighteen, according to the plat thereof, as recorded in Plat Book 13, at Pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned do hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned do hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the

undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agrees that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Anthony Volpe

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER(S)

_____
Print Name: Theresa M. Volpe

NOTARIZATION AS TO OWNER(S)' EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Declaration of Unity of Title – Robert F. Loupe to combine Lots 13 and 14, Block 411, Port St. Lucie Section Three

Submittal Date: 1/29/2016

STRATEGIC PLAN LINK: PORT ST LUCIE MISSION PRINCIPALS B AND C, "RESPONSIVE TO THE COMMUNITY "AND "PLAN FOR SMART & BALANCED GROWTH"

BACKGROUND: As single family residential lots within the City were being developed, a concern arose involving the creation of non-conforming uses on those platted lots, such as an accessory use with no principle or primary use. A primary use would be the construction of a house on a single family residential lot. In contrast, an example of an accessory use would be the placement of a detached garage on a separate lot without joining the lots through an exemption from platting and therefore resulting in the creation of a nonconforming use of that second, separate lot that is under the same ownership.

Amending Section 158.006(A), entitled "Definitions," and Section 158.217(C)(1), entitled "Accessory Uses and Structures," of the City's Zoning Code via Ordinance 11-39 served to clarify what would be an acceptable accessory use on a lot and what the City requires in order to place a permanent structure, other than a fence, on that lot. Under the City's Zoning Code, as amended, temporary structures such as fences and items that are easily movable, in addition to certain permanent structures, are permissible accessory uses on a lot that is not developed with or primarily being used for a house provided that said lot is contiguous to the lot with the house and under the same ownership.

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owner of record, Robert F. Loupe desires to join the following lands described as Lots 13 and 14, Block 411, Port St. Lucie Section Three, so that the subject property shall be considered as one plot or parcel of land, and that no portion thereof shall be

sold, assigned, transferred, conveyed, devised, or mortgaged separately except in its entirety, as one plot or parcel of land. The attached Declaration of Unity of Title shall be executed by the owner(s) of record and recorded in the Public Records of St. Lucie County. Further, this condition, restriction and limitation on the use of the land in consideration of the issuance of a permit for the subject property shall be deemed a covenant running with the land until such time as the same is released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of the City which are then in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, Pam E. Booker and is approved as to form.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

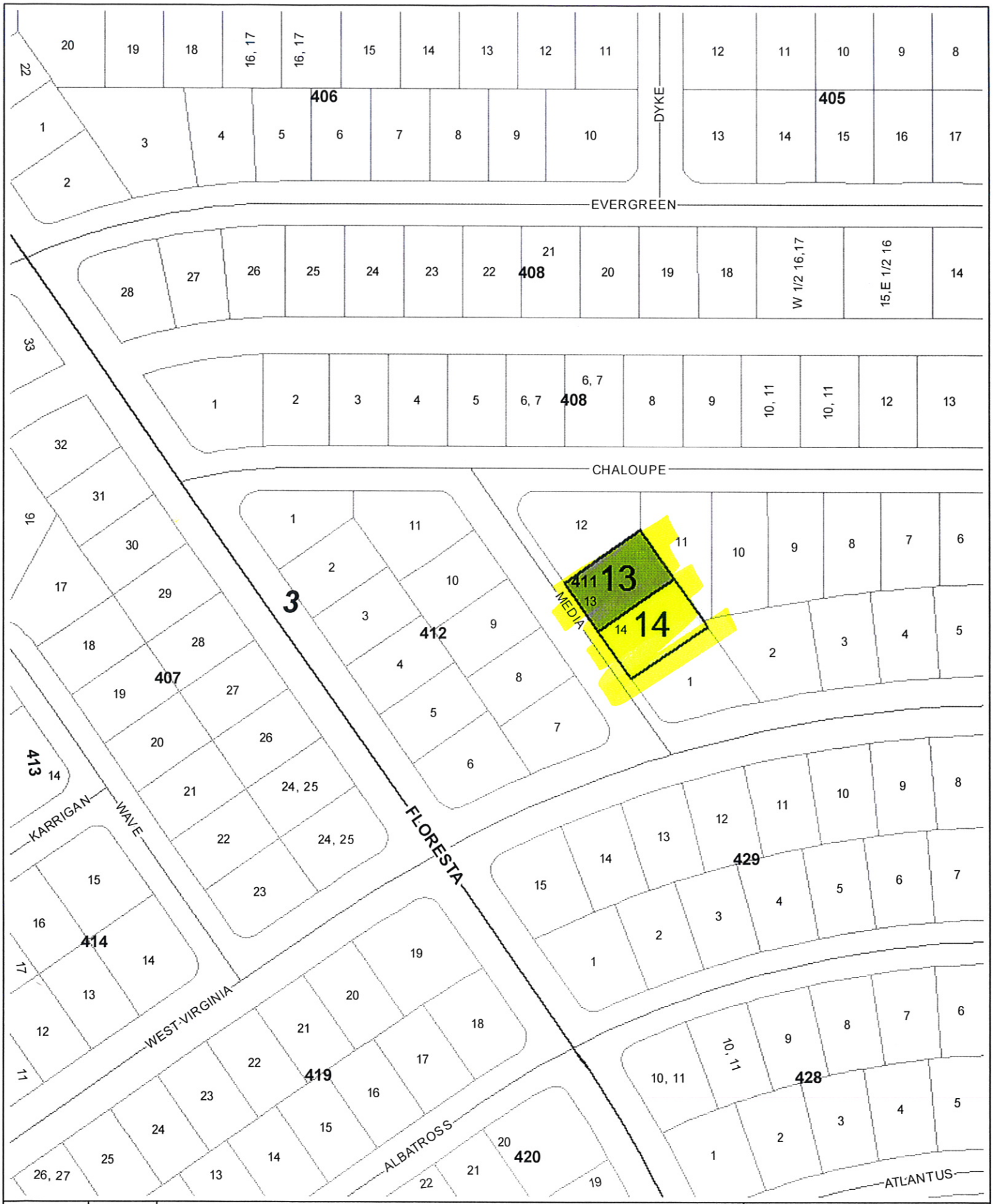
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: See attached map, Lots 13 and 14 , Block 411, Port St. Lucie Section Three

ATTACHMENTS: Map
Declaration Unity of Title

RECEIVED
JAN 2 9 2016
CITY MANAGER'S OFFICE



Unity of Title

Lots 13 & 14

Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/15/2016

Scale: 0 0.0125 0.025 0.05 mi

This instrument was prepared under the direction of:
Pam E. Booker, Esq., City Attorney
Prepared by:
Nancy T. Hodde, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

(Space above this line reserved for recording office use only)

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned Robert F. Loupe, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lot(s) 13 and 14, Block 411, St. Lucie Section Three, according to the plat thereof, as recorded in Plat Book 12 at Page 13A through 13I, of the Public Records of St. Lucie County, Florida.

WHEREAS, in consideration of the issuance of permit(s) for the Property and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned does hereby make the following declarations of conditions, limitations and restrictions on said lands, hereinafter to be known and referred to as a Declaration of Unity of Title, as to the following particulars:

1. That the said Property shall be considered as one plot or parcel of land, and that no portion thereof shall be sold, assigned, transferred, conveyed, devised, assigned, or mortgaged separately except in its entirety, as one plot or parcel of land.
2. That this condition, restriction and limitation is intended and shall constitute a restrictive covenant concerning the use, enjoyment and title to the Property described above, and shall be deemed a covenant running with the land, as provided by law, and shall remain in full force and effect, and be binding upon the undersigned, and the heirs, successors and assigns of the undersigned until such time as the same may be released in writing by the City of Port St. Lucie, or its successor, in accordance with the applicable rules, codes or ordinances of said City then in effect.
3. The undersigned also agrees that that this Declaration of Unity of Title shall be recorded in the Public Records of St. Lucie County, Florida.

NOW, THEREFORE, for good and valuable consideration, the undersigned does hereby declare that the undersigned will not convey or cause to be conveyed the title to the above-described Property without requiring the successor in title to abide by all terms and conditions set forth herein.

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from the

undersigned's execution of this Declaration of Unity of Title. Moreover, the undersigned agrees that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by Florida Statutes, case law, or any other source of applicable governing law afforded to the City of Port St. Lucie.

IN WITNESS WHEREOF, the undersigned has caused the hand(s) and seal(s) of the undersigned to be affixed hereto on this _____ day of _____, 20_____.

Signed, sealed and delivered in the presence of:

WITNESSES

_____
Print Name:_____
Witness

_____
Print Name:_____
Witness

OWNER

_____
Print Name: Robert F. Loupe

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____ who is/are [ ] personally known to me, or who has/have [ ] produced the following identification _____ _____ to be the person who executed the foregoing instrument.

_____(Seal)

_____
Print Name of Notary Public
Notary Public, State of _____
My Commission expires _____

NOTARY SEAL/STAMP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Paula M. Genco with the Polish-American Social Club for City Sponsorship of the annual flea market.

Submittal Date: 1/28/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed March 6 thru March 12 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Code compliance summary sheet

Letter from Paula Genco, Recording Secretary for the Polish-American Social Club

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

Name of Organization: Polish-American Social Club

Location of Event: 343 NW Prima Vista Blvd

Number of Signs: 20

Date range of sign placement: 03/06/2016 to 03/12/2016

Contact Person: Paula Genco

Phone: (772)398-5124

Email: paulagenco@aol.com

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

Staff Recommendation: Approved for Signs.

---

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

PAULA M. GENCO
2897 SE CABANA LANE
PORT ST. LUCIE, FL 34952
(772) 398-5124

January 3, 2016

TO: THE PORT ST. LUCIE CITY COUNCIL
CITY MANAGER JEFFREY BREMER

DEAR MR. BREMER:

THE POLISH-AMERICAN SOCIAL CLUB IS PUTTING ON THEIR FLEA MARKET ON MARCH 11 & 12, 2016. AS CHAIRPERSON OF THIS EVENT, I WISH TO REQUEST AND WE WOULD GREATLY APPRECIATE IT IF THE CITY COUNCIL WOULD SPONSOR OUR CLUB FOR THOSE DATES. OUR ADDRESS IS 343 NW PRIMA VISTA BLVD., PORT ST. LUCIE, FL.

WE ALSO REQUEST THAT THE CHARGE FOR SIGNS TO SET ASIDE, AS WE ARE A NON-PROFIT ORGANIZATION.

WE THANK THE COUNCIL FOR SPONSORING OUR EVENTS IN THE PAST. ATTACHED IS PROOF OF OUR NON-PROFIT STATIS.

WE WOULD BE VERY GRATEFUL IF YOU WOULD PRESENT THIS REQUEST TO THE CITY COUNCIL. PLEASE HAVE SOMEONE PHONE ME (PATTI HAS PHONED IN THE PAST) WITH THE RESULTS OF OUR REQUEST. PHONE NUMBER IS ABOVE.

THANK YOU SO MUCH FOR YOUR HELP IN THIS MATTER.

SINCERELY,

PAULA M. GENCO
RECORDING SECRETARY,
POLISH-AMERICAN SOCIAL CLUB

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Steve Goldstein, program director of i9 Sports for City Sponsorship of the spring season registration.

Submittal Date: 1/27/2016

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed March 7 thru March 21, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Code compliance summary sheet
Letter from Steve Goldstein, program director with i9Sports

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

Name of Organization: i9 Sports

Location of Event: Jessica Clinton Park

Number of Signs: 73

Date range of sign placement: 03/07/2016 to 03/21/2016

Contact Person: Steve Goldstein

Phone: (772)475-0397

Email: sgoldstein@i9sports.com

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

Staff Recommendation: Approved for Signs.

---

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

6526 S. Kanner Highway, STE 272
Stuart, FL 34997
772.475.0397
www.i9sports.com

January 26, 2016

Mr. Jeff Bremer
Interim City Manager
City of Port St. Lucie
121 SW Port St Lucie Blvd
Port St Lucie, Fl 34984

Dear Mr. Bremer:

i9 Sports is a non-profit 501(c)3 organizer of youth soccer, flag football, basketball and t-ball leagues for children ages 3 to 14. We are requesting City Council sponsorship and approval to use the City's right-of-way to display signs. The signs are intended to announce the registration deadline for the Spring season at Jessica Clinton Park.

We are requesting approval to have 73 pvc corrugated "road signs" secured by metal stakes in the ground. The signs are approximately 24 inches wide by 18 inches high. They will be put out on Monday, March 7 and picked up Monday, March 21.

We know from research that 70% of children past the age of 12 years old stop participating in sports. Why? Because it is no longer fun. At i9 Sports, we do not have tryouts. Everyone makes the team, and every child gets the same amount of playing time. No one sits the bench! Our parents know that we foster a positive environment and take it very seriously. There is no negativity, no yelling, and no questioning referee's calls. We only encourage cheering on the children.

Our leagues are geared toward the majority of kids that just want to compete to have fun. They (and their parents usually) don't want to play "travel ball" or have practices 4 times per week. At i9 Sports, everything happens in a couple hours on a Saturday or Sunday. Practices are held before the game, and then everyone goes home to enjoy time with family.

Please consider supporting our organization and promoting safe, fun, and convenient youth activities in Port St. Lucie. Contact me anytime if you have questions, or require additional information.

Sincerely,

Steve Goldstein
Program Director
772.475.0397

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Daniel L. Holbrook, AICP, Assistant City Manager
Cheryl Shanaberger, Procurement Management Department

FROM: Gina Jolly, Procurement Management Department

Agenda Item: Motion: E-BID # 20160024 Purchase New TV-20 Equipment

Submittal Date: 1/29/2016

STRATEGIC PLAN LINK: Goals 2018, Goal 1, Financially Sound City, High Performance City Organization, "Maintain high customer service satisfaction with City services"

BACKGROUND: The Communications Department is responsible for the TV20 Studio production. The Communications Department has identified a critical need to update the current Tricaster Video System. The equipment is aging, often crashes and needs rebooted which causes delays in production and lost footage. The new system will also allow the studio to make better use the "green screen" backdrop, as the current capability of the software is limited and does not work well with many of the better quality backdrops. It has become difficult for staff to work with. The existing unit will not be of use much longer and the system needs to be upgraded. If the current Tricaster system stops working, production in the TV20 Studio will greatly be diminished. The City issued E-Bid # 20160024 on 12/17/15. The broadcast notified two hundred twenty four (224) suppliers with eleven (11) firms requesting the bid documents. The E-bid opened on 1/12/16, four (4) proposals were received with one (1) deemed non-responsive.

The Tricaster unit was approved in last year's budget, but held off on purchasing it while trying to get as much use out of the old system as possible.

ANALYSIS: Staff has reviewed the proposals and finds IM Solutions to be the best value to the City by offering reasonable pricing and an acceptable delivery time. The Vendor meets specifications and is not a local supplier.

FINANCIAL INFORMATION: Funds are available in the General Fund, Communications, Office Furniture & Equipment.

LEGAL INFORMATION: Reviewed on 12/15/15 by Ella Gilbert and approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid 20160024 to IM Solutions Inc. for the Purchase of New TV20 Equipment in the amount of $33,220.00 plus a one-time $10.00 Indemnification fee. Delivery time is within forty five (45) calendar days after receipt of order.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: E-Bid Tabulation Report, Winning Proposal, Solicitation Request form, E-Bid Document, Sign in Sheet, Unsuccessful Proposals.

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

RECEIVED

JAN 2 9 2016

CITY MANAGER'S OFFICE

Bid Tabulation #20160024
Purchse New TV-20 Studio Equipment

	IM Solutions	Troxell Communications	Pro Sound
Description			
Lump Sum Amount	$33,220.00	$35,990.00	$42,950.00
Bid Reply Sheet w/ all addendums	Yes	Yes	Yes
$500.00 Bid Bond	Yes	Yes	Yes
Certificate of Insurance	Yes	Yes	Yes
Drug Free	Yes	Yes	Yes
Vendor Codeof Ethics	Yes	Yes	Yes
W-9	Yes	Yes	Yes
Accepts Visa	No	Yes	No
Local Prefernece	No	No	No

Non- Responsive Bidders
Encore Broadcasting

User: Jolly, Gina Organization: City of Port St. Lucie, Procurement Management Department Logout | Help

DEMANDSTAR by ONVIA

My DemandStar | Buyers | Account Info

Log Bid | [View Bids] | Log Quote | View Quotes | Supplier Search | Build Broadcast List | Reports

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20150024-0-2015/GJ
Bid Name	Purchase New TV20 Studio Equipment
Bid Due Date	1/12/2016 10:00:00 AM Eastern time
Bid Opening	**Closed**

4 total responses found. ✓ online, ☐ offline, • not submitting, ◆ not received

	Company	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
1.	Encore Broadcast Equipment Sales, Inc.	1/11/2016 11:18:06 AM	2104 W. Kennedy Blvd. Tampa, FL 33606-1535	$34,995.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	Copy of VSE included	Details, Documents, History
2.	IM Solutions	1/11/2016 6:25:55 PM	2801 South Harbor City Boulevard Melbourne, FL 32901	$33,220.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
3.	Pro Sound, Inc.	1/11/2016 8:21:55 PM	1375 NE 123 Street Miami, FL 33161	$42,950.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓	We are bidding a Broadcast Pix alternative to the Newtek switcher that was specified.	Details, Documents, History
4.	Troxell Communications	1/11/2016 7:13:01 PM	4675 E. Cotton Center Blvd. Suite 155 Phoenix, AZ 85040	$35,990.00		Bid Reply Checklist Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) | Add a Planholder | Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable ☐ PDF version.

☐ Include Non-Compliant Supplier details

Publish as PDF | Bid Documents...

E-Bid Reply Sheet/Questionnaire #20160024

Purchase New TV20 Studio Equipment

1. COMPANY NAME: IM Solutions Inc.

DIVISION OF: NA

PHYSICAL ADDRESS: 2801 South Harbor City Blvd.

MAILING ADDRESS: SAME

CITY, STATE, ZIP CODE: Melbourne, FL, 32901

TELEPHONE NUMBER: (321) 722-3522 FAX NO. (321) 722-5822

CONTACT PERSON: William Davis E-MAIL: bill.d@imavl.com

2. ORGANIZATIONAL PROFILE: (complete all appropriate information)

Is the firm incorporated? YES If yes, in what state? Florida

Joann Davis
President
William Davis
Vice President
Joann Davis
Treasurer

How long in present business 13 Years How long at present location: 2004

Total number of staff at this present location: 6

Total number of staff for your firm within the Treasure Coast area? 6

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

Does the firm have a Drug-Free Workplace program? Yes (X) or No ( )

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

Addendum Number	Date Issued
NONE	

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

5. **BID RESPONSE:**

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

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

5.3 Bid Reply

Lump sum amount $33,220.00

If you cannot meet the required forty five (45) days of delivery, what is the # of days to complete the work? NA

Discrepancies between the E-Bid Reply Sheet uploaded on DemandStar and the dollar amounts listed on the web page at time of submittal will be resolved in favor of the E-Bid Reply Sheet that is uploaded at time of submittal.

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.

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

5.4 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.)

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

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

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

9. **CERTIFICATION**

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

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

W Davis — Signature

V.P. / Chief Engineer — Title

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

IM SOLUTIONS

Client: City of Port St. Lucie
Project Title: TV20 Studio Equipment

Current Date:	1/11/2016
Valid Through:	4/10/2016
Job Number:	24651601
System Designer:	TJS
Revision:	1
Tax Rate:	0.00%

Bid # 20160024 Purchase New TV20 Studio Equipment

BRAND	DESCRIPTION	PART #	UNIT PRICE	QTY	EXTENDED
Newtek	Tricaster 8000 (Includes Control Surface and Additional Media Drives) - Promo	TC8000	$ 29,995.00	1	$ 29,995.00
Newtek	Pro Tek Care for Tricaster 8000 (Initial 2 Year Coverage)		$ 2,995.00	1	$ 2,995.00
	Shipping			1	$ 230.00
Total					
	Subtotal (Material and Labor)				**$ 32,990.00**
	Tax				**$ -**
	Shipping Subtotal				**$ 230.00**
	Total				**$ 33,220.00**

Comments

Bid amount does not include any applicable sales taxes.

0865224 / Office AU #

11-24 / 121000248

CASHIER'S CHECK

6622401528

Remitter: WILLIAM N DAVIS
Operator ID.: fl001464

January 11, 2016

PAY TO THE ORDER OF ***CITY OF PORT ST. LUCIE, FLORIDA***

Five hundred dollars and no cents **$500.00**

Payee Address
Memo

WELLS FARGO BANK, N.A.
2200 HARRIS AVE NE
PALM BAY, FL 32905
FOR INQUIRIES CALL (888) 394-3122

VOID IF OVER US $ 500.00

Richard Kenny
CONTROLLER

⑈6622401528⑈ ⑆121000248⑆4861 513224⑈

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/9/2015

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

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

PRODUCER	CONTACT NAME: Pam Watson
Brown & Brown of Brevard 7341 Office Park Place Suite 202A Melbourne FL 32940	PHONE (A/C, No, Ext): (321) 757-8686 FAX (A/C, No): (321) 757-8687 E-MAIL ADDRESS: pwatson@bbbrevard.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
IM Solutions, Inc. 2801 S. Harbor City Blvd Melbourne FL 32901	INSURER A: Old Dominion Insurance Company	
	INSURER B: Bridgefield Employers Ins. Co.	10701
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL153914511 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			MPG1467A	12/23/2014	12/23/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS [ ] SCHEDULED AUTOS HIRED AUTOS [ ] NON-OWNED AUTOS			BIG1467A	12/23/2014	12/23/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Underinsured motorist	$ 1,000,000 $ $ $ $ 1,000,000
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [X] CLAIMS-MADE DED [X] RETENTION $ 10,000			CUG1467A	12/23/2014	12/23/2015	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		083041504	4/1/2015	4/1/2016	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Mark Cobb/PAM

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The ACORD name and logo are registered marks of ACORD

ADDITIONAL COVERAGES

Ref #	Description	Coverage Code	Form No.	Edition Date
	PIP-Basic	PIP		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
10,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Uninsured motorist combined single limit	UMCSL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
1,000,000					

Ref #	Description	Coverage Code	Form No.	Edition Date
	Drug Free Credit	DRUGF		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$239.12

Ref #	Description	Coverage Code	Form No.	Edition Date
	WORK PLACE SAFETY CREDIT PROGRAM	SAFET		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					-$97.60

Ref #	Description	Coverage Code	Form No.	Edition Date
	WC & Employer's liability	WCEL		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date
	Expense constant	EXCNT		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$200.00

Ref #	Description	Coverage Code	Form No.	Edition Date
	Terrorism	TERRO		

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium
					$30.69

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

Ref #	Description	Coverage Code	Form No.	Edition Date

Limit 1	Limit 2	Limit 3	Deductible Amount	Deductible Type	Premium

OFADTLCV

Copyright 2001, AMS Services, Inc.

2015 - 2016

BREVARD COUNTY BUSINESS TAX
NOTICE / RENEWAL

ACCOUNT NO.
200350533

THE PERSON(S), OR ENTITY BELOW:

IM SOLUTIONS INC
2801 S HARBOR CITY BLVD
MELBOURNE FL 32901-7211

Make check payable to:

BREVARD COUNTY TAX COLLECTOR

INSTRUCTIONS ON REVERSE SIDE

LISA CULLEN, CFC,
Brevard County Tax Collector
P O Box 2500
Titusville, Florida 32781-2500
(321) 264-6910 or (321) 633-2199, ext. 46910
Main Office Location:
400 SOUTH ST - 6th Floor
TITUSVILLE, FL 32780

LOCATION:

2801 S HARBOR CITY BLVD
CITY OF MELBOURNE, FL 32901

SUBMIT COPY OF PROFESSIONAL LICENSE WITH RENEWAL

OWNED BY:

IM SOLUTIONS INC

BUSINESS CLASSIFICATIONS, DISCLAIMERS, AND RELATED FEES:

Y	300240	ELECTRICAL CONTRACTOR
	300430	MISC. SPECIALTY SUB-CONTR.
	470001	GENERAL PUBLIC SERVICE
	470150	COMPUTER SERVICES
	820005	RECEIPT AMT

Receipt Fee	$ 37.00
Hazardous Waste Fee	$ 0.00

IF THERE ARE CHANGES NEEDED, PLEASE CALL FOR FURTHER INSTRUCTIONS.
IF THERE ARE NO CHANGES, DETACH AND RETURN BOTTOM PORTION WITH PAYMENT

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
EC13001663

The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

DAVIS, WILLIAM N
IM SOLUTIONS INC
2801 S HARBOR CITY BLVD
MELBOURNE FL 32901

DISPLAY AS REQUIRED BY LAW

SEQ # L1410220002181

Business Tax Receipt Renewal
CITY OF MELBOURNE FLORIDA

Year 2015-2016

900 E. Strawbridge Ave
Melbourne, FL 32901

PHONE: 321-608-7038
FAX: 321-608-7199
EMAIL: business_tax_receipts
@melbourneflorida.org

Business Name: IM SOLUTIONS INC
Location: 2801 S HARBOR CITY BLVD
MELBOURNE, FL 32901

BTR: 17019

T3 ** AUTO ********SCH 5-DIGIT 32901
IMAGE MEDIA SOLUTIONS INC
2801 S HARBOR CITY BLVD
MELBOURNE FL 32901-7211

000752
144

Application is hereby made to engage in the business, profession, or occupation hereinafter described for the period of: October 1, 2015 THRU September 30, 2016.
(Ref: Florida Statute 205.032)

Code	Nature of Business	
102	MERCHANT/RETAIL	75.00
118	PROFESSIONAL OFFICE	125.00

Total **$200.00**

NOTE: IF YOU ARE LICENSED BY THE STATE OF FLORIDA, A COPY OF YOUR STATE LICENSE IS REQUIRED FOR RENEWAL.

DETACH HERE AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

ELECTRICAL CONTRACTORS LICENSING BOARD

LICENSE NUMBER
EC13001663

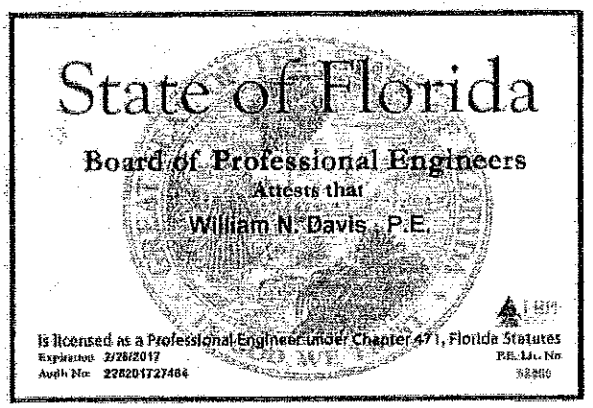
The ELECTRICAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2016

DAVIS, WILLIAM N
IM SOLUTIONS INC
2801 S. HARBOR CITY BLVD
MELBOURNE FL 32901

ISSUED: 10/22/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1410220002181

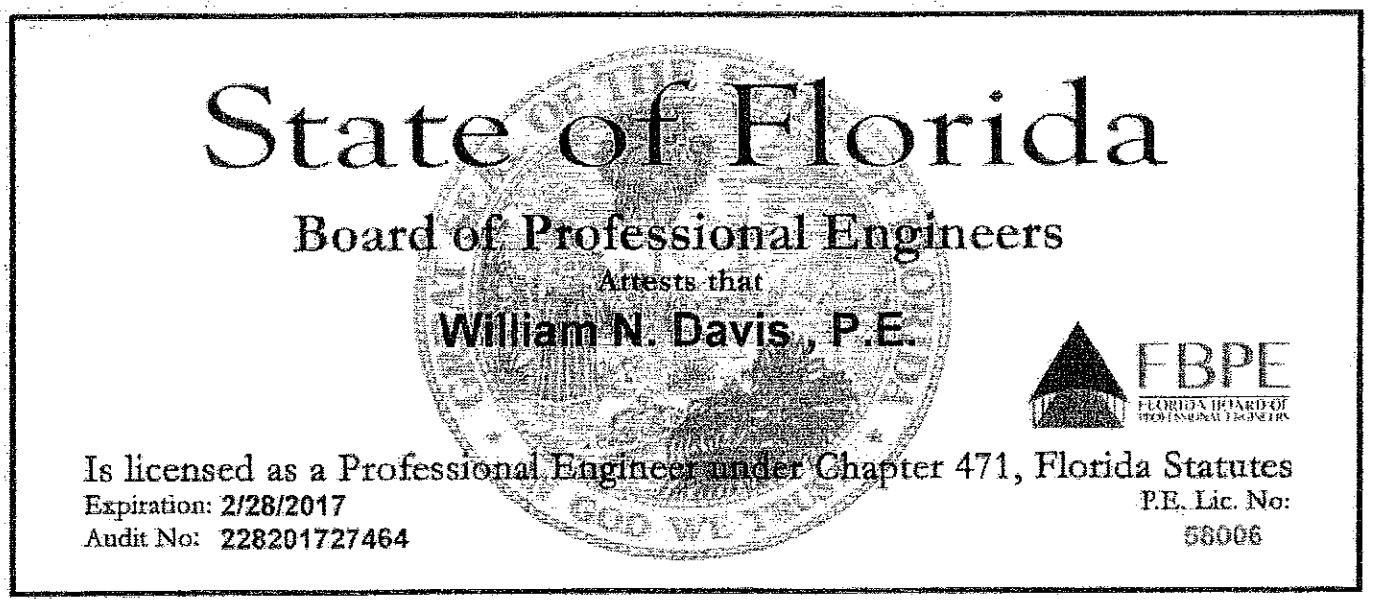
State of Florida
Board of Professional Engineers
2639 North Monroe Street, Suite B-112
Tallahassee, FL 32303-5268

William N. Davis
2801 S HARBOR CITY BLVD.
MELBOURNE, FL 32901



NOTICE

Pursuant to a change in Rule 61G15-22.006, F.A.C., FBPE no longer requires that continuing education be reported by the provider. Instead licensees will be subject to a random audit no more than every four (4) years. If you are selected for the random audit, you must provide verification of four (4) hours of Area of Practice and four (4) hours of Florida Laws & Rules, all taken prior to February 28, 2015. Any CE hours taken after February 28, 2015 will result in a $100 delinquent fee and your license being placed in a delinquent status until the additional fee is paid.



DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statutes. Section 287.087 hereby certifies that IM Solutions, Inc. does:

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

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

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

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

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

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

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

Bidder's Signature

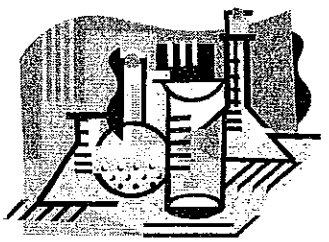
January 11, 2016
Date

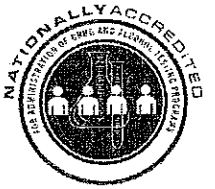
Drug Free Workplace Program Certification

IM Solutions, Inc.

IM Solutions, Inc. is a Florida Drug Free Workplace in accordance with FS 440.102 – Florida Drug Free Workplace Requirements.

IM Solutions, Inc. is a member of Florida Drug Screening consortium for random drug testing. IM Solutions, Inc. established this Drug Free Workplace Program on 5/17/2006 and is in good standing.





Joseph F. Reilly, President
Florida Drug Screening

"A City for All Ages"

VENDOR CODE OF ETHICS

E-BID #20160024
Purchase New TV20 Studio Equipment

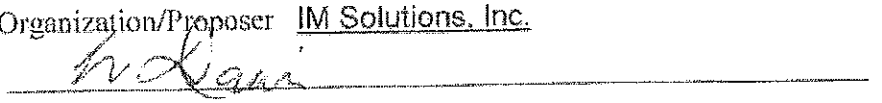
The City of Port St Lucie ("City), through its Procurement Management Department ("PMD") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, PMD requires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

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

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

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

Name of Organization/Proposer IM Solutions, Inc.

Signature 

Printed Name and Title William Davis, V.P.

Date January 11, 2016

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

5 Address (number, street, and apt. or suite no.)
2801 S. Harbor City Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Melbourne, FL 32901

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
3 5 – 2 1 9 0 5 7 5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | Signature of U.S. person ▶ | Date ▶ 1/11/16

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

CHECKLIST
BID # 20160024

Purchase New TV20 Studio Equipment

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

__X___ E-Bid Reply Sheet #20160024 with proper signatures upload to DemandStar

__X___$500.00 Bid Surety uploaded to DemandStar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

__X__ Copy of Insurance Certificate in accordance with the E-Bid documents uploaded to DemandStar.

__X__ Copy of all required licenses and certifications to do work in the City of Port St. Lucie uploaded to DemandStar.

__X__ Drug-Free Workplace Form uploaded to DemandStar

__X__ Required forms: Vendor Code of Ethics
All forms are to be uploaded to DemandStar

__X___ Required W-9 uploaded to DemandStar

__X__ Copy of the Checklist uploaded to DemandStar

__X__ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160024

__X__ Have reviewed the Contract and accept all City Terms and Conditions

__X__ All pricing has been mathematically reviewed and all corrections have been initialed

__X__ All price extensions and totals have been thoroughly checked

SOLICITATION REQUEST

Department: COMM. Department Technical Specialist: BOB CUTSEN Extension: 6327

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) REPLACE FAILING STUDIO EQUIPMENT CONSISTING OF VIDEO SWITCHER, CHARACTER GENERATOR, VIDEO STILL STORE, CHROMA KEYER, AUDIO MIXER, AND VIDEO RECORDERS.

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

Date plans received approval by City Building Department _____
Estimated time frame for completion of project after award _____
Replacement: [x] Yes [ ] No Total Project Budgeted Amount: $45,000.00
If professional services what is the estimated construction cost _____ Any grant funds being used for consultants _____ construction _____ Type of Grant _____
Liquidated damages amount (for construction only); _____
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project

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

Bidder Name	Address	E Mail	Contact Person
PRO SOUND & VIDEO	CORAL SPRINGS	JEVANS@PROSOUND.NET	JON EVANS
ENCORE BROADCAST	WINTER SPRINGS	RWEIGANDT@ENCOREBROADCAST.COM	ROSS WEIGANDT

Reason for purchase or service:

If digging or trenching is required what is the depth? _____

If work is in water, what is the depth? _____ Is the water navigable? _____

If this is a building, how many stories? _____

Ed Cunningham
Department Head Approval

RECEIVED
NOV 23 2015
Procurement Management Department

11-23-15
Date

11/19/2015

E-Bid Opening
E-Bid 20160024
Furnish & Install New TV-20 Studio Equipment
January 12, 2016 10:00 a.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	**Gina Jolly**	City of Port St Lucie OMB	**gjolly@cityofpsl.com**	T 772-344-4055
				F
2.				T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Joel Dramis, Building Code Administrator

Agenda Item: Motion: Appointment of new Pool Contractor Member to the Contractor's Examining Board.

Submittal Date: 1/19/2016

STRATEGIC PLAN LINK: This item relates to our strategic plan with the Port St Lucie mission, Principle A, Exceptional Municipal Services and Principle B, Responsive to the Community

BACKGROUND: The current Pool Contractor Member's term expires in February 2016. The Member is not eligible for another term. At the Contractors Examining Board meeting on January 14, 2016, Mr. Terry Wix, a licensed Pool Contractor, was asked a series of questions (see attached). There are no other applicants seeking appointment as the Pool Contractor member.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends the Council appoint Mr. Terry Wix to Pool Contractor position.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: 1) List of questions presented to the candidate. 2) Candidate's application for serving on City Boards & Committees. 3) Candidate's resume.

RECEIVED
JAN 2 1 2016
CITY MANAGER'S OFFICE

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

"A City for All Ages"

NAME: Terry Wix HOME PHONE: 7723705025

HOME ADDRESS: 873 NW Archer Ave

BUSINESS: Pools by Greg BUSINESS PHONE: 7723379713

EMAIL ADDRESS: TLAWIX@YAHOO.com

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

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

Why do you think you are qualified to serve on this board? as a Contractor and Business Owner I strive to stay up with all new + existing codes + regulations

Brief description of Education & Experience (***résumé required, please attach):*** I have been in construction for the last 33 yrs a Construction Manager for 5 yrs + Contractor for the last 8 yrs

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

If yes, please list: _____

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

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

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

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

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

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

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

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

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

_____

_____

Where convicted _____

Date of conviction _____

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

SIGNATURE Terry Wix DATE 12-19-15

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

Submit to:

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

TERRY WIX

873 NW Archer Ave. Port St. Lucie, FL 34983 | 772-370-5025 | tlaawix@yahoo.com

SUMMARY

Over 40 years of experience and knowledge in the construction trade. Experience building homes and townhomes from the ground up including all phases of carpentry, concrete, roofing, and tile. 20 plus years of involvement in all levels of pool construction.

PROFESIONAL EXPERIENCE

1987 to 2002 Crew Leader, *Pools by Greg*

- Form, pour, and kool deck pool patios. Managed and oversaw crews in all stages of the pool patio.

2002 to 2007 Construction Manager, *Pools by Greg*

- Supervised all phases of pool construction and planned the construction crews. Dealt with customers during construction of the pool.

2007 to Present Owner, *Pools by Greg*

- Owner and state registered residential swimming pool contractor.

EDUCATION

1972 Completed 11th grade, *Ft. Pierce Central High School*

KNOWLEDGE AND SKILL AREAS

- Reading contracts and blueprints
- Dealing and negotiating with venders and sales in all areas of the business
- Hiring and interacting with sub-contractors
- Experience with building departments and inspectors in the area
- Dealing with home owners and all aspects of customer service

CERTIFICATIONS

- In 2012, became a State Certified Residential Swimming Pool and Spa Contractor
- Member of Florida Swimming Pool Association (FSPA)

POTENTIAL QUESTIONS FOR CONTRACTOR MEMBER POSITIONS FOR CONTRACTORS EXAMINING BOARD

1. How long have you been a licensed contractor? Type of Construction?

2. Has anyone ever filed a complaint against your license?

3. If yes, describe the outcome?

4. This board has had to penalize contractors by suspending their license or ability to pull permits. This could severely hinder their livelihood. Do you have concerns about causing this result?

5. Do you have any personal or financial issues that might cause potential conflict while serving on this board?

6. Based on your current knowledge, do you feel that contracting laws should be:

   - Less Restrictive
   - More restrictive
   - Stay the same

   Explain why?

7. Currently the board meets on the second Thursday of each month at 9:30 a.m. and may continue into the afternoon. Do you have any scheduling conflicts that might prohibit you from attending every meeting?

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Asst. City Manager-City Engineer
John Bolduc, Police Chief
Cheryl Shanaberger, Director of Procurement Management

FROM: Shelby Reisinger
Procurement Management Department

Agenda Item: Motion: #20160055 Hand Held Motorola Radios and Mobile Motorola Radios

Submittal Date: 1/29/2016

STRATEGIC PLAN LINK: Goals 2018, Goal #1, Financially Sound City, High Performance City Organization, "Provide adequate resources to support City services and levels"

BACKGROUND: The Police Department is requesting 5 new portable handheld radios and 5 new radios for the new traffic unit that was formed this fiscal year 15/16. This is a required piece of equipment for our Police officers to communicate while performing the duties of a Police Officer. Saint Lucie County's 911 system is Motorola and we must purchase the required equipment that is compatible with the County's system.

ANALYSIS: The radios requested meet the Police Department's objective of migrating the Public Safety Users to a fully compliant APCO Project 25 (P25) communications system. The hardware, software, and service components of these Project 25 APX series subscriber radios are sole-source items and may only be purchased through the factory direct Motorola sales department.

FINANCIAL INFORMATION: Funds are available in the Law Enforcement Fund, NPB Traffic, Other Machinery and Equipment

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, sole source, Chapter 35.05 (B), approve #20160055 for the purchase of the ten (10) Motorola P25 radios as a sole source form Motorola Solutions for $30,595.40.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N//A

ATTACHMENTS: Proposal, Sole Source Letter

*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

FEB 0 1 2016

CITY MANAGER'S OFFICE

MOTOROLA SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

PORT ST. LUCIE POLICE DEPARTMENT

Qty.	Model	Description	Unit Price	Extended
5	M25URS9PW1AN	**APX6500 DIGITAL MOBILE RADIO - DASH MOUNT**	**$3,079.78**	**$15,398.90**
	G24AX	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE		
	W22BA	ADD: PALM MICROPHONE		
	G66AM	ADD: DASH MOUNT 05		
	G806BE	ENH: ASTRO DIGITAL CAI OP APX		
	G831AD	ADD: SPKR 13W WATER RESISTANT		
	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870		
	G361AH	ADD: P25 TRUNKING SOFTWARE		
	G51AU	ENH: SMARTZONE OPERATION APX6500		
	G996AS	ADD: PROGRAMMING OVER P25 (OTAP)		
	G442AJ	ADD: APX O5 CONTROL HEAD		
	G444AF	ADD: CONTROL HEAD SOFTWARE		
		PROGRAM RADIO		
		PORT ST. LUCIE POLICE DEPARTMENT TOTAL		**$15,398.90**

Chas Elliott
3708 Sparta Road
Sebring, FL 33870
Office: (863) 385-7470
Fax: (863) 382-6466
Cell: (863) 381-0504
celliott@emciwireless.com

MOTOROLA SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

PORT ST. LUCIE POLICE DEPARTMENT

Qty.	Model	Description	Unit Price	Extended
5	H98UCF9PW6 N	**APX6000 700/800 MODEL 2.5 PORTABLE**	**$2,904.74**	**$14,523.70**
	Q806	ADD: ASTRO DIGITAL CAI OPERATION		
	H38	ADD: SMARTZONE OPERATION		
	Q361	ADD: P25 9600 BAUD TRUNKING		
	G996	ADD: PROGRAMMING OVER P25 (OTAP)		
	H885BK	ENH: 2 YEAR REPAIR SERVICE ADVANTAGE		
	QA01837AA	ALT: LIION IMPRES IP67 2900MAH (NNTN7038)		
		PROGRAM RADIO		
5	WPLN7080A	**IMPRES SINGLE UNIT DESKTOP CHARGER FOR APX6000**	**$72.50**	**$362.50**
5	PMMN4062A	**REMOTE SPEAKER MICROPHONE**	**$62.06**	**$310.30**
		PORT ST. LUCIE POLICE DEPARTMENT TOTAL		**$15,196.50**

Chas Elliott
3708 Sparta Road
Sebring, FL 33870
Office: (863) 385-7470
Fax: (863) 382-6466
Cell: (863) 381-0504
celliott@emciwireless.com

20160055 SR
Sole Source

SOLICITATION REQUEST

Department: Police Department Technical Specialist: Roberto Mann/Mary Beth Lee Extension: 4136/5183

Item/Description of Work Summary: (This is the scope of work and is not to be included in the technical specifications) hand held Motorola radios and Mobile Motorola radios

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

Date plans received approval by City Building Department NA
Estimated time frame for completion of project after award 2 weeks $30,595.40
Replacement: [ ] Yes [ ] No Total Project Budgeted Amount: 33,000.
If professional services what is the estimated construction cost N/A Any grant funds being used for consultants na construction na Type of Grant na
Liquidated damages amount (for construction only); _____
If not budgeted, authorization from Director of PMD is required.

Account Number	Fund	Cost Center	Object Code	Project
Impact Fees	109	2139	56440	

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

Bidder Name	Address	E Mail	Contact Person
Motorla Solutions	3708 Sparta Road, Sebring Fl 33870	celliott@emciwireless.com	Chas Elliott

Reason for purchase or service:
We have a new traffic unit that consist of 5 new Police officer's

If digging or trenching is required what is the depth? na

If work is in water, what is the depth? na Is the water navigable? na

If this is a building, how many stories? na

John A. Bobbitt
Department Head Approval

1-13-16
Date

6/11/2015

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE. Asst. City Manager-City Engineer
Jesus A. Merejo, Utility Systems Director

FROM: Cheryl Shanaberger, MPA, CPPO, Director of Procurement Management

Agenda Item: Motion: #20160064, Emergency purchase of Bio-Solids Cake Pump System

Submittal Date: 1/28/2016

STRATEGIC PLAN LINK: Mission Principle A – Exceptional Municipal Services, Developing and maintaining a state of the art infrastructure and utility system.

BACKGROUND: The Glades Wastewater Treatment Facility (WWTF), includes on-site systems for dewatering and conveyance of municipal bio-solids (sludge) cake. The existing conveyance system has experienced multiple reliability problems during the past few years. The failure of any single conveyor will halt the entire conveyance system for extended periods, until repairs are made. In the interest of protecting public property and the continued maintenance of public health and safety, it is recommended that the Glades WWTF bio-solids cake conveyance system be upgraded. Because of the systems unreliability, the Utility has been working to design a new system based on pumping the bio-solids to replace the most problematic of the conveyors. Currently, the conveyance system has recently suffered another breakdown and is out of service. The proposed bio-solids cake pump is based on an auger type reception hopper and progressive cavity discharge pump. This type of pump arrangement is common in Florida and across the world for pumping a variety of "cakes", including municipal bio-solids cake. Seepex and Moyno are manufacturers of this type of pump and have experience with many successful installations of the same in Florida and the southeastern region of the United States. The City has been working with Seepex and Moyno on the design of a pumping system for the Glades WWTF, since the spring of 2015.

ANALYSIS: The WWTF facility is a critical component of the waste water system and must remain operational. Therefore, if repairs are not started immediately the Utility maybe required to utilize the services of an outside contractor to process the bio-solids. The cost for this service is approximately $20,000 a week; as compared to the Utility's cost of $5,000 a week, with a fully operational conveyance system. The two companies (SEEPEX and Moyno) were contacted regarding the emergency purchase of the bio-solids cake pump. To date, SEEPEX has been the more responsive of the two companies. The SEEPEX current quote for the pump is $84,750.00. The budget figure originally received from Moyno was $160,425.00. The City will realize a positive return from purchasing and installing the pump from SEEPEX within five (5) weeks of operation. Since there is a six (6) to eight (8) week lead time for this pump, time is of the essence, therefore, the purchase is needed immediately. The City will save not only time by purchasing the pump directly but also avoid paying sales tax.

FINANCIAL INFORMATION: Funds are available in the Renovate and Replacement Fund, Glades WWTF, Improvements other than Buildings

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, circumstances require immediate requisition, Chapter 35.03 (D) approve #20160064 for the purchase of the Bio-Solid Cake Pump System from SEEPEX, Inc. for $84,750.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: Glades WWTF

ATTACHMENTS: Proposal and Location Map

*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

FEB 0 1 2016

CITY MANAGER'S OFFICE

Vendor Backup Information

SEEPEX.
ALL THINGS FLOW

SEEPEX, Inc.
511 Speedway Dr.
Enon, OH 45323
Phone (937) 864-7150
Fax (937) 864-7157
www.seepex.com

Scope of Supply

Glades WWTF Bio-Solids Cake Pump Upgrades

Section 11364 Sludge Cake Pump
Represented locally by: MTS
Quotation: 500060952/1
Quote date: 1/11/16
Bid date: N/A

Item 1: Sludge Cake Pump

Model: BTHE 55-24 **Qty: 1**

- Block frame style, direct coupled pump w/ open hopper and ribbon auger
- Pump Drive: In-line helical gear box w/ separate NEMA C-face motor
- Pump Motor: 30 hp TEFC, NEMA premium efficient IEEE841
- Design Capacity: 44 GPM @ 250 PSI
- Pump Body: Cast Iron ASTM Class 25 w/ 6" discharge. ANSI B16.1 flange 125 lbs.
- Pump Hopper: Carbon steel St 37-2 w/ 1000 x 320 mm inlet and extension hopper with laser level control
- Pump Rotor: AISI 316 SS w/ ductile chromium coating
- Pump Drivetrain: Universal pin joint assembly w/ encased NBR joint covers
- Pump Stator: NBR - Buna
- Pump Seal: packing w/ split packing gland
- Pump Baseplate: Carbon steel w/ side feet, motor support and grout holes
- Pump coating: Sherwin Williams Macropoxy 646 primer and base w/ polyurethane top coat
- Overpressure protection: Isolation ring with pressure transducer
- Run dry protection: TSE w/ 115V controller
- Control Panel: Enclosure: NEMA 4X 304 Stainless Steel
    - VFD Size: 30 HP (6 Pulse) PowerFlex 70 / 753 w/ Line Reactor
    - Voltage: 3 x 480 VAC
    - Control Features:
        - SEEPEX Advanced Pump Controller w/Color Touch Screen
        - SD Card Application Backup
        - Selectable Pump Interlocks
        - Selectable Hopper Level Control
        - Configurable Analog IO
        - Configurable Digital IO
        - System Alarms w/Alarm History
        - I/O Diagnostics
        - Selectable Pump Speed Indicator
        - Selectable Pump Flow Indicator
        - Pump Elapsed Time Indicator
        - Selectable VFD Control Type (2 wire/3 wire)
        - Discrete I/O Communications
        - Master E-Stop

Chuck Morgan
Environmental Applications Engineer
cc – Bill Martiniere

SEEPEX, Inc.
511 Speedway Dr.
Enon, OH 45323
Phone (937) 864-7150
Fax (937) 864-7157
www.seepex.com

- Pump Protection:
  - Dry Run
  - High Pressure
  - Motor Overheat
  - VFD fault
  - High hopper alarm
  - VFD Fault
- Services: O&M manuals, submittals, freight to jobsite
- 3 year warranty against defects in materials and workmanship

Clarifications & Exceptions:

- 11364-1.03 – Section 13080 was not provided SEEPEX takes exception to vibration testing
- 11364-2.03-F – Section 16485 was not provided; SEEPEX is offering their standard VFD.
- 11364-2.03-F – Section 16950 was not provided; SEEPEX is offering a IEEE841 Mill & Chemical Inverter Duty Motor to meet the specification including addendum #1.
- 11364-2.03 Control System – Section 16920 was not provided; SEEPEX is offering their standard Touch PLC.
- 11364.2.03 Control System – Load cells are not included with this offer; SEEPEX is offering our standard laser control system.
- Addendum #1 part 3 – All megger tesing shall be the responsibility of the installation contractor, not in SEEPEX scope of supply.

Chuck Morgan
Environmental Applications Engineer
cc – Bill Martiniere

SEEPEX.
ALL THINGS FLOW

SEEPEX, Inc
511 Speedway Dr.
Enon, OH 45323
Phone (937) 864-7150
Fax (937) 864-7157
www.seepex.com

Scope of Supply

Total Net Price: $84,750.00

Note: Freight Terms - FOB Enon, OH

Submittals available 2-4 weeks after receipt of order

Delivery is 10-12 weeks after approval of submittals

Pricing:

- Prices are valid for 90 days after the quotation and for 365 days after receipt of the purchase order. **SEEPEX, Inc.** reserves the right to renegotiate prices for any job delayed by the customer for more than 365 days after receipt of the purchase order.

Included:

- Our offer includes onsite installation support/inspection and training for a maximum of 2 days by a qualified manufacturer's representative. Additional days are available at the rate of $1000 per 8 hour day and must be scheduled with the factory.

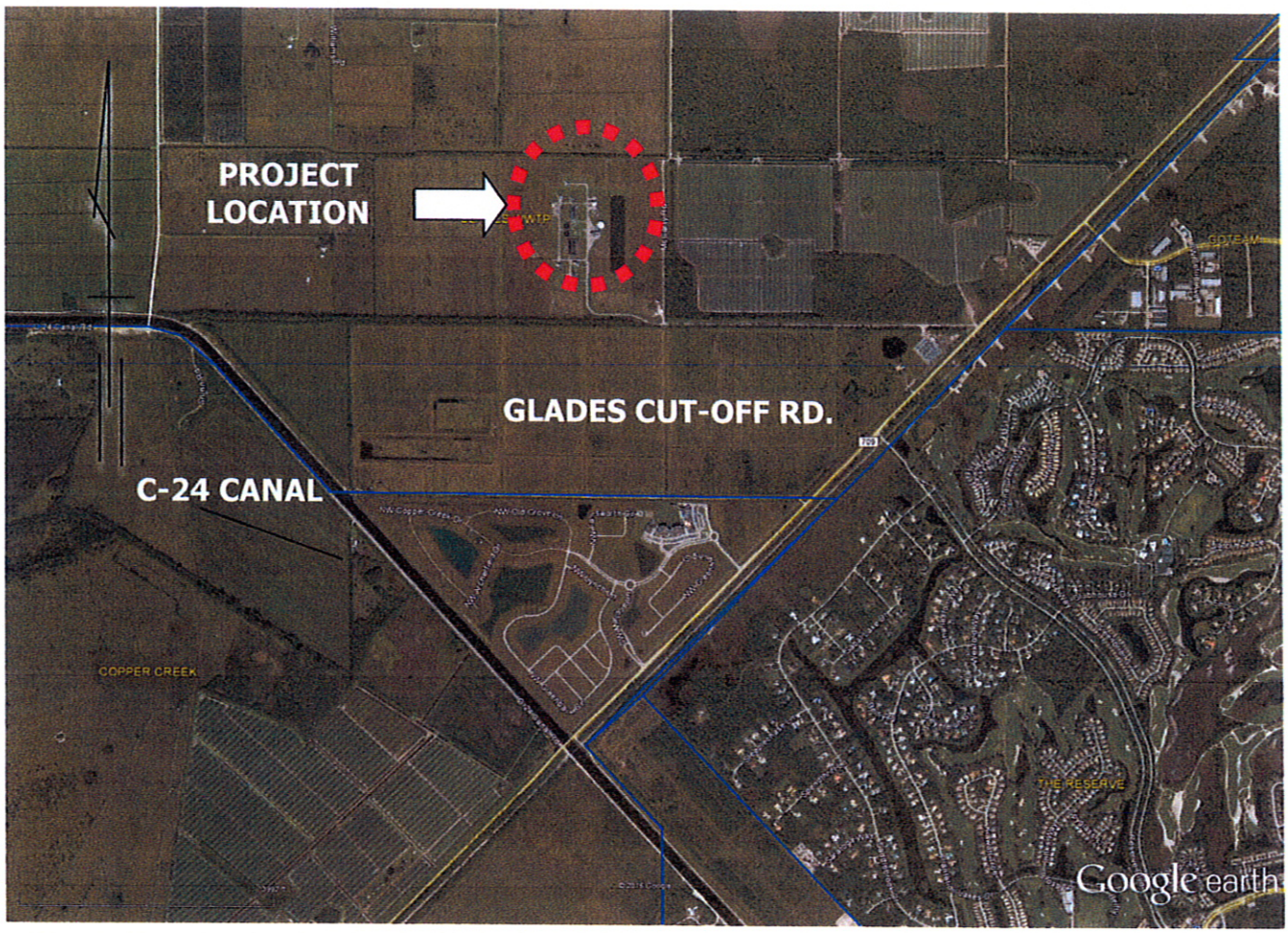
Not Included:

- Our offer does not include any item not mentioned in this Scope of Supply, including but not limited to installation, piping/valves, vibration isolators, seismic restraints or calculations, or any costs associated w/ local regulations for local craftsman to make adjustments or wiring modifications during start-up or calibration, etc.

Specifications:

- The Representative must forward all relevant plans, specifications and addendums to **SEEPEX, Inc.**
- **SEEPEX, Inc.** will not assume responsibility for required equipment, configurations or designs that are specified in plans, specifications or addendums not available to us at the time of quotation.
- Terms are per the "**SEEPEX, Inc.** – Terms and Conditions of Sales and/or Repair" or as negotiated at time of purchase.

Chuck Morgan
Environmental Applications Engineer
cc – Bill Martiniere



PROJECT LOCATION MAP

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7K
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Jasmin Padova, Executive Secretary

Agenda Item: Motion: Request by Robert Perkins, with Treasure Coast Youth Football and Cheer Association, Inc. for City Sponsorship of the NFL flag and fall football/cheer season.

Submittal Date: 2/2/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed February 9th thru February 23rd and February 25th thru March 10th 2016

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Robert Perkins

Treasure Coast Youth Football and Cheer Association, Inc.
10380 SW Village Dr. unit# 131
Port St Lucie, FL 34987
Ph: 772-777-8186

2/2/16

City Manager's Office
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

Dear Mr. Bremmer,

On behalf of the Treasure Coast Youth Football and Cheer Association, Inc., also known as the Treasure Coast Renegades, I am respectfully requesting your consideration for placing temporary signs within the city of Port St. Lucie's to advertise our upcoming NFL Flag and Fall Football/Cheer season.

Our NFL Flag program kicks off on 4/2/16 at Turtle Run Park at 9:00 A.M. We have four sign-up dates (2/6/16, 2/21/16, 2/28/16, and 3/13/16). We are seeking approval to place fifty (50) 24"x18" signs in various city right-of-ways throughout the city to advertise our sign-up dates (specific locations attached to application) from 2/9/16 thru 2/23/16 and 2/25/16 thru 3/10/16. In addition, I have attached a copy of our valid 501(c)(3) certificate of exemption.

Please feel free to contact me directly with any questions or concerns at 772-828-1332 or by email at rperkins@tcrenegades.com.

Thank you for your time and consideration.

Respectfully,

Robert Perkins
Board of Directors - TCYFCA

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

Name of Organization: TC Youth Football & Cheer

Location of Event: Turtle Run Park

Number of Signs: 50

Date range of sign placement: 02/09/2016 to 03/10/2016

Contact Person: Rob Perkins

Phone: (772)828-1332

Email: rperkins@tcrenegades.com

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

Staff Recommendation: Approved for Signs.

---

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

COUNCIL ITEM 8A
DATE 2/8/16

COUNCIL ITEM 10A
DATE 1/25/16

ORDINANCE 15 - 59

AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES; AMENDING SECTION 60.06; DEFINITIONS; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That Section 60.06 of the Port St. Lucie City Code is hereby amended to read as follows:

Definitions.

For the purpose of this Title, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~*Act.* The Federal Water Pollution Control Act, as amended, also known as the Clean Water Act, as amended, Title 33 USC §§ 1251 et seq.~~

Animal Care Facility ~~care facility~~. Facilities for housing, holding, hygiene or medical treatment of animals, i.e. kennel, pet grooming, retail pet shop, shelter, hospital and/or veterinary office.

Applicant. The owner of real property or the person or ~~legal~~ entity ~~which~~ that has the legal right to utilize the real property ~~that Applicant desires to be served by water service or wastewater service~~.

Application. A written request from an Applicant requesting that~~, pursuant to a utility agreement,~~ specific water service, wastewater and/or reclaimed water service be provided to and for certain real property.

Approval Authority ~~authority~~. The Florida Department of Environmental Protection (FDEP) which has been authorized by the USEPA to enforce provisions of the federal National Pollution Discharge Elimination System (NPDES) regulations including ~~director in an NPDES state with an approved state~~ pretreatment ~~program and the administrator of the USEPA in a non-NPDES state or NPDES state without an approved state pretreatment program~~.

Approved. Accepted by the Utility Systems Director ~~utility director~~ as meeting an applicable standard, specification criteria or requirement of the City's Utility Standards Manual and Code of Ordinances ~~stated or cited in this chapter or as suitable for the proposed use~~.

Assembly. A grouping of one or more approved body components, including approved shutoff valves and test cocks, forming a self-contained, independently mounted unit. To be an approved assembly, the backflow preventer must be shipped from the manufacturer as one unit.

Auxiliary Water Supply ~~water supply~~. A pressurized system of piping and appurtenances using auxiliary water, which is water other than the potable water being supplied by the public water system and which includes water from any natural source such as a well, pond, lake, spring, stream, river, etc. includes reclaimed water, and includes other used water or industrial fluids described in AWWA Manual M14; however, "auxiliary water system" specifically excludes any water recirculation or treatment systems for a swimming pool, hot tub, or spa. (Note that reclaimed water system is a specific type of auxiliary water system. ~~Any water supply on or available to the premises other than the utility's approved public water supply. These auxiliary waters may include water from another supplier's public potable water supply or any natural source(s), such as a well, lake, spring, river, stream, harbor, and so forth, or used waters, reclaimed water (reuse), and industrial fluids. These waters may be contaminated or polluted, or they may be objectionable and constitute an unacceptable water source over which the utility does not have sanitary control.~~

Backflow. The undesirable reversal of flow in a potable water distribution system as a result of a cross-connection. There are two different types of backflow; backpressure and backsiphonage.

Backpressure. A pressure, higher than the supply pressure, caused by a pump, elevated tank, boiler, air/stream pressure, or any other means that may cause backflow.

Backsiphonage. Backflow caused by negative or reduced pressure in the supply piping.

Backflow Preventer ~~preventer~~. An assembly, device, or method designed to prevent backflow ~~means that prohibits the backflow of water into the potable water supply~~.

Backflow Preventer Assemblies. As referenced in this Title, backflow preventer assemblies are:

(1) *Air gap separation (AG).* The unobstructed vertical distance through free atmosphere between the lowest effective opening of any pipe or faucet conveying water or wastewater to a tank, plumbing fixture, or other assembly and flood level rim of the receptacle. The vertical physical separation must be at least twice the effective opening of the water supply outlet, never less than 1" (25 mm) above the receiving receptacle's flood level rim. ~~A physical separation between the free-flowing discharge end of a potable water supply pipeline and an open or non-pressure receiving vessel. An "approved air gap separation" shall be at least double the diameter of the supply pipe measured vertically above the top rim of the vessel. In no case shall it be less than one inch.~~

(2) *Atmospheric vacuum breaker (AVB).* The AVB consists of a float check, a check seat, and an air-inlet port. The AVB is designed to allow air to enter the downstream water line to prevent backsiphonage. This unit shall not be installed where it could be subjected to backpressure condition or where it will be in continuous operation for more than 12 hours in a 24-hour period. ~~A backflow prevention device that is operated by atmospheric pressure in combination with the force of gravity. The unit is designed to work on a vertical plane only. The one moving part consists of a poppet valve that must be carefully sized to slide in~~

~~a guided chamber and effectively shut off the reverse flow of water when a negative pressure exists.~~

(3) *Double check valve assembly (DCVA).* A complete assembly consisting of two internally loaded, independently operating check valves, located between two tightly closing resilient –seated shutoff valves with four properly placed resilient-seated test cocks. ~~An assembly composed of two single, independently acting, check valves, including tightly closing shut-off valves located at each end of the assembly and suitable connections for testing the water tightness of each check valve. A check valve is a valve that is drip tight in the normal direction of flow when the inlet pressure is one psi and the outlet pressure is zero. The check valve shall permit no leakage in a direction reverse to the normal flow. The closure element (e.g., clapper) shall be internally weighted or otherwise internally loaded to promote rapid and positive closure.~~

(4) *Duel check.* A compact unit manufactured with two independent spring actuated check valves.

(5 ~~4~~) *Pressure vacuum breaker (PVB).* An assembly consisting of an independently operating internally loaded check valve, an independently operating, loaded air-inlet valve located on the discharge side of the check valve, with properly located resilient-seated test cocks and tightly closing resilient-seated shutoff valves attached at each end of the assembly designed to be operated under pressure for prolonged periods of time to prevent backsiphonage. The pressure vacuum breaker may not be subjected to any backpressure. ~~A pressure vacuum breaker assembly consists of an independently operating, internally loaded check valve and an independently operating, loaded air inlet valve located on the discharge side of the check valve, with properly located, resilient seated test cocks and tightly closing, resilient seated shutoff valves attached at each end of the assembly.~~

(6 ~~5~~) Reduced-pressure principle-backflow-prevention assembly (RPBA). A complete assembly consisting of a mechanical, independently acting, hydraulically dependent relief valve, located between two independently operating, internally loaded check valves that are located between two tightly closing resilient seated shutoff valves with four properly placed resilient seated test cocks. ~~A device containing within its structure a minimum of two independently acting, approved check valves, together with an automatically operating pressure differential relief valve located between the two check valves. The first check valve reduces the supply pressure a predetermined amount so that during normal flow and at cessation of normal flow the pressure between the check valves shall be less than the supply pressure. In case of leakage of either check valve, the differential relief valve by discharging to atmosphere, shall operate to maintain the pressure between the check valves less than the supply pressure. The unit shall include tightly closing shut off valves located at each end of the device, and each device shall be fitted with properly located test cocks.~~

~~(6) *Residential dual check.* A compact unit manufactured with two independent spring actuated check valves.~~

~~*Backflow preventer technician, certified.* The term certified backflow preventer technician shall mean a person who has proven his competency to the satisfaction of the utility systems department. Each person who is certified to make competent tests and related reports, or to repair, overhaul, and make reports on backflow prevention assemblies shall: (a) have attended and successfully completed the FW&PCOA (Florida Water and Pollution Control Operators Association) or TREEO (Training, Research, and Education for Environmental Occupations Center, University of Florida) certification programs for backflow prevention assembly testers and repair specialists, or other programs acceptable to the Utility Systems Department, and produced proof of current certification from such a program; and (b)~~

~~shall be compliant with all applicable laws, rules, and regulations including, but not limited to, licensing, occupational licensing, and insurance requirements.~~

Base Facility Charge or BFC. A monthly readiness to serve fee that is applied to all water, wastewater or reclaimed water bills, regardless of there is any usage recorded for that month.

Biochemical Oxygen Demand (BOD) ~~*(denoting biochemical oxygen demand).*~~ The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure in five days at 20 degrees ~~Degrees~~ Celsius, expressed in milligrams per liter. The BOD shall be determined in accordance with procedures set forth in standard methods.

Building drain. ~~That part of the~~ The lowest horizontal piping ~~of a sewerage or drainage system which receives~~ that collects the wastewater discharge from ~~soil, waste, and other drainage~~ all the plumbing pipes inside ~~the walls of~~ the building and extends 30" beyond the exterior walls and conveys ~~it to a point five feet outside the outer face of the building wall~~ the wastewater to the building sewer.

Building sewer. The ~~extension~~ underground pipe that conveys wastewater from the building drain to the public sewer ~~sewage disposal system~~ or ~~other place of disposal, beginning five feet outside the outer face of the building wall~~ septic system.

Categorical Pretreatment Standard or Categorical Standard. Any regulation containing pollutant discharge limits promulgated by EPA in accordance with Sections 307(b) and (c) of the Clean Water Act (33 U.S.C. § 1317) which apply to a specific category of users and which appear in 40 CFR Chapter I, Subchapter N, Parts 105-471.

Certified Backflow Tester. A person who has proven his competency to the satisfaction of the Utility Systems Department. Each person who is certified to make competent tests and related reports, or to repair, overhaul, and make reports

on backflow prevention assemblies shall: (a) have attended and successfully completed the FW&PCOA (Florida Water and Pollution Control Operators Association) or TREEO (Training, Research, and Education for Environmental Occupations Center, University of Florida) certification programs for backflow prevention assembly testers and repair specialists, or other programs acceptable to the Utility Systems Department, and produced proof of current certification from such a program; and (b) shall be compliant with all applicable laws, rules, and regulations including, but not limited to, licensing, occupational licensing, and insurance requirements.

City. The City of Port St. Lucie, St. Lucie County, Florida, a municipal corporation of the State of Florida.

City Council or Council. The City Council of the City of Port St. Lucie, Florida

City Manager ~~City Manager.~~ The City of Port St. Lucie's Manager

City's Responsibility for Backflow Preventers. The City shall maintain all backflow preventers related to water meters 1½ inches or smaller.

~~*City's Water System.* The City's water system shall consist of its source facilities and its distribution system, and shall include all those facilities of the water system under the complete control of the City, up to the point of service where the customer's systems begins.~~

Clean Water Act. The Federal Water Pollution Control Act, as amended, Title 33 U.S.C. § 1251 et seq.

Collection Facilities ~~*facilities*~~ *or system*. Sewers, pipelines, conduits, pumping stations, force mains, and all other facilities used for collection of wastewater from the point of service to the transmission mains. ~~The lines, pipes, and appurtenance equipment and all other related equipment or facility, of whatever type or nature, used to collect sewage from sewer facilities, buildings, structures or facilities and to transmit it to wastewater transmission facilities.~~

Cooling Water ~~water~~. The water discharged from any use, such as air conditioning, cooling, or refrigeration, ~~or~~ to which the only pollutant added is heat.

Consistent Removal ~~removal~~. A reduction in the amount of a pollutant or alteration of the nature of the pollutant by the wastewater system to a less toxic or harmless level in the effluent which is achieved by the system in 95 percent of the samples taken when measured according to the procedures set forth in Title 40 CFR § 403.7(c) (2) promulgated pursuant to the Clean Water Act.

Contamination. An impairment of a potable water supply by the introduction or admission of any foreign substance that degrades the quality or creates a health hazard.

Contributions-in-aid-of-construction. The sum of money and/or the value of property represented by the cost of certain water, wastewater, and reclaimed irrigation quality water facilities contributed to the City in advance of construction by an Applicant so that the City may provide service to a specific development.

Control Authority ~~authority~~. The approval authority as defined above, or the Utility Systems Director ~~utilities director~~ if the city has an approved pretreatment program under the provisions of Title 40 CFR, Section 403.11.

Cross Connection ~~connection~~. Any physical arrangement whereby a public water supply is connected directly or indirectly with any other water supply system, sewer, drain, conduit, pool, storage ~~system~~ reservoir, plumbing fixture, or other device which contains or may contain contaminated water, sewage~~, waste material~~ or other ~~material or substance~~ of unknown or potentially unsafe quality which may be capable of imparting contamination to the public water supply as a result of backflow. Bypass arrangements, jumper connections, changeable devices or other devices through which or because of which backflow could occur are ~~deemed to constitute~~ considered to be cross connections.

~~*Cross-connection-controlled.* A connection between a potable water system and a non-potable water system with an approved backflow preventer properly installed and maintained so that it will continuously afford the protection commensurate with the degree of hazard.~~

~~*Cross-connection-control by containment.* The installation of an approved backflow preventer at the water service connection to any customer's premises, where it is physically and economically unfeasible to find and permanently eliminate or isolate all actual or potential cross connections within the customer's water system; or it shall mean the installation of an approved backflow preventer on the service line leading to and supplying a portion of a customer's water system where there are actual or potential cross connections that cannot be effectively eliminated or controlled at the point of the cross connection.~~

~~*Cross-connection-control by isolation.* The installation of an approved backflow preventer at the source of an actual or potential contamination; or at a location to confine an actual or potential contamination to a specific area or zone within the customer's water system. Also referred to as internal isolation.~~

Customer. Any person, firm or corporation who has entered into an agreement to receive water, wastewater, or reclaimed water service from the City or who may be liable for the payment of bills associated with that water, wastewater or reclaimed water.

~~*Customer installations.* All water, wastewater, and reclaimed water facilities which ordinarily and customarily exist on the consumers' side of the point of service.~~

Customer's <u>Installation or</u> System. The water, wastewater and reclaimed water facilities on the customer's premises which are not owned or maintained by the City (customer's side of the point of service). ~~Customer's system shall include those parts of the facilities beyond the points of service.~~

Degree of Hazard. The term, "degree of hazard" is a qualification of the potential risk to public health and the adverse effect upon the public water system that may result from cross-connections. Establishing the degree of hazard is directly related to the type and toxicity of contaminates that could feasibly enter the public water supply system and is determined by the Utility Systems Department.

Department. The ~~Port St. Lucie~~ City's Utility Systems Department.

Development approval.

(1) The issuance of site plan, subdivision, or other form of legislative or administrative approval authorizing construction on a described parcel of land, or

(2) The issuance of a building permit authorizing construction on a described parcel of land, or

(3) The issuance of a zoning compliance, occupational license, or other form of authorization to conduct business or nonresidential activity.

~~*Device.* The term device refers to the backflow preventer mechanism only. It does not include the shut off valves or test cocks.~~

Direct discharge. The discharge of untreated or treated sewage or wastewater directly to the waters of the state.

Dissolved solids ~~or *dissolved matters.*~~ The ~~solid matter in solution~~ amount of dissolved constituents present ~~in the wastewater and shall be obtained by evaporation of a sample from which all suspended matter has been removed by filtration~~ as determined ~~by the~~ using procedures in standard methods.

Distribution ~~facilities~~ Facilities or System. The lines, pipes, meters, ~~and appurtenant equipment~~ and any other related equipment or facility, of whatever type or nature, used to distribute potable water and/or reclaimed water from the utility to the Point of Service ~~customer for usage~~.

Distribution System. The Distribution system shall include the network of conduits used for the delivery of service from the source to the customer's system.

Domestic ~~sewage~~ Sewage or Wastewater. Wastewater derived principally from dwellings, business buildings, institutions, and other non-industrial sources with waste characteristics that are similar to that from residential use. ~~The sewage produced from noncommercial or non-industrial activities, and which result from normal human living processes, which are of substantially similar origin and strength to those typically produced in households, including sewage from sanitary conveniences~~.

Dwelling unit. A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Easement. An acquired legal right for the specific use of land owned by others.

Effluent disposal facilities. Those wastewater facilities necessary to detain, transmit, store, and dispose of ~~wastewater previously treated at~~ effluent from the sewage treatment plant ~~facilities~~.

EPA. The United States Environmental Protection Agency~~, or where appropriate, the term may also be used as a designation for the administrator or other duly authorized official of said agency~~.

Equivalent residential connection or *ERC.* A factor used to convert a given average daily flow (ADF) to the equivalent number of residential connections. For this purpose the ADF of one ERC is deemed to be 250 gallons per day (GPD) of water usage for wastewater service and 250 GPD for water service. The number of ERC's contained for a given ADF is initially determined hereunder by dividing that ADF by 250 GPD of water usage for wastewater or 250 GPD for water. ERC's shall be calculated as a number rounded up to the nearest tenth, but shall in no event

be less than one ERC per meter connection. The rounding of ERCs to whole numbers shall be calculated as follows: 0.5 and greater shall be rounded up to the next whole number and ~~0.49 and~~ anything less than 0.5 shall be rounded down to the next whole number.

Facilities for servicing vehicles/mechanical equipment. These facilities include establishments which perform cleaning, repair, maintenance, upgrading, recycling or salvage of cars, trucks, tractors, lifts, lawn mowers and any other vehicle/mechanical equipment used for landscaping, construction, agriculture and utility.

FDEP. The Florida Department of Environmental Protection, or its successor agency.

Food preparation. Food preparation means the handling of foods by such means as washing, slicing, peeling, chipping, shucking, scooping, and or portioning. The term also includes those activities involving temperature changes, combining ingredients, opening ready-to-eat food packages, or any other activity causing physical, biological, or chemical alterations in the food or product.

Food service establishments and/or facilities ~~facility~~. Commercial, industrial or institutional establishments that are partially or fully engaged in preparing ~~prepare~~, processing, packaging ~~package~~ or serving ~~serve~~ food or beverages for consumption by the public and, by virtue of their services, discharge kitchen or food preparation wastewater. Food service establishments and/or facilities shall include, but shall not be limited to: food manufacturers, food packagers, food processors, restaurants, cafeterias, drive-ins, snack bars, concessions, delicatessens, caterers, grocery stores, meat/poultry/seafood/dairy stores and markets, movie theaters, bakeries, bars, lounges, private clubs, hospitals, nursing homes, assisted living facilities, churches, schools, childcare centers, community centers, and clubhouses.

Garbage. All kitchen and table food waste and animal or vegetative waste that results from the storage, preparation, cooking or handling of food materials.

~~Solid wastes from the domestic and commercial preparation, cooking, and dispensing of food, and from the handling, storage, and sale of produce.~~

Garbage disposal. A device that shreds or grinds up food waste matter into smaller particles for discharge into the public sewer.

GPD. Gallons per day.

Grab sample. A single sample ~~which is~~ taken from a waste stream, ~~with no regard to the flow in the waste stream and without consideration of time~~ which represents the composition of the waste stream only at that time and place that the sample was taken.

Grease. A material composed primarily of fatty matter from animal or vegetable sources or from hydrocarbons or petroleum origins. The terms "oil and grease" or "oil and grease substances" shall be deemed as grease by definition. This may include any fats, oils or waxes as found in butter, lard, margarine, vegetable fats and oils, meats, the germinal area of cereals, seeds, nuts and certain fruits.

Grease/oil/sand interceptor. A water tight tank located underground and outside building structures that is designed to collect, contain or remove grease, oil, sand, grit, solids and other similar substances from the wastewater prior to its discharge into the public sewer.

Groundwater. Water beneath the surface of the ground, whether or not it is flowing through known and definite channels.

~~*Hazard, degree of.* The term degree of hazard is a qualification of the potential risk to public health and the adverse effect upon the public water system that may result from cross connections within a water using facility. Establishing the degree of hazard is directly related to the type and toxicity of contaminates that could feasibly enter the public water supply system and is determined by the utility systems department.~~

~~*Hazard—Health* Hazard~~. Any condition, device, or practice which creates or may create an imminent and substantial danger to human health and well being. ~~A cross-connection or potential cross-connection involving any substance that could, if introduced in the potable water supply, cause death, illness, spread disease, or have a high probability of causing such effects.~~

~~*Hazard—Non health.* A cross-connection or potential cross-connection involving any substance that generally would not be a health hazard but would constitute a nuisance or be aesthetically objectionable, if introduced into the potable water supply.~~

~~*Hazard—Plumbing.* A plumbing type cross-connection in a customer's potable water system that has not been properly protected by an approved air gap or an approved backflow preventer.~~

~~*Hazard—System.* An actual or potential threat of severe damage to the physical properties of the public potable water system or the customer's potable water system or of a pollution or contamination that would have a protracted effect on the quality of the potable water in the system.~~

Hazardous waste. ~~Any substance, waste, or product~~ Waste that is potentially ~~damaging~~ harmful to human health or the environment's ~~environmental~~ health as a result of its toxicity, ignitibility, corrosivity, chemical reactivity, radioactivity, infectious characteristics, or any other reason.

Holding tank waste. Any waste from holding tanks such as vessels, chemical toilets, campers, trailers, septic tanks, and vacuum-pump tank trucks.

~~*Incompatible pollutant.* All pollutants other than compatible pollutants. Specifically, it means any pollutant other than BOD, suspended solids, pH, and fecal coliform bacteria or additional pollutants identified in the NPDES permit or state permit to discharge, which the sewage treatment plant and facilities were not designed to treat and do not remove to a substantial degree.~~

Indirect discharge. The discharge or the introduction of pollutants from any source regulated under Section 307(b) or Section 307(c) of the Clean Water Act into the wastewater system (including holding tank waste discharged into the wastewater system).

Industrial fluids system. Any system containing a fluid or solution that may be chemically, biologically or otherwise contaminated or polluted in a form or concentration, ~~such as would constitute a health, system, pollution, or plumbing hazard,~~ that could pose a health risk, if introduced into an approved water supply. This may include, but not be limited to: polluted or contaminated waters; all types of processed waters and used waters originating from the public potable water system that may have deteriorated in sanitary quality; chemicals in fluid form; plating acids and alkalis; circulating cooling waters connected to an open cooling tower; and/or cooling towers that are chemically or biologically treated or stabilized with toxic substances; contaminated natural waters such as wells, springs, streams, rivers, bays, harbors, seas, irrigation canals or systems, and so forth; oils, gases, glycerol (glycerin), paraffins, caustic and acid solutions, and other liquid and gaseous fluids used in industrial or other purposes for fire-fighting purposes.

Industrial ~~sewage~~ Sewage or Industrial Wastewater. ~~All liquid wastes and sewage, excluding domestic wastewater, and includes all wastewater~~ Wastewater from ~~any producing, manufacturing, processing, institutional,~~ industrial, commercial, agricultural, or other ~~operations from~~ non-residential establishments ~~which the wastewater discharged includes wastes of nonhuman origin,~~ that may contain wastes with characteristics unsuitable for discharge into a sewage treatment plant, and is not otherwise classified as domestic sewage.

Industrial user. A source of ~~indirect~~ discharge of industrial sewage ~~which does not constitute a discharge of pollutants under regulations issued pursuant to Section 402 of the Act (Title 33 USC 1342).~~

Institutional facilities. Facilities comprising of schools, child care, adult congregate living, assisted living, nursing homes, hospitals, juvenile detention centers, prisons, labor camps and other like establishments that are regulated by state and local agencies.

Interceptor. A plumbing receptacle, appurtenance or device designed to remove grease, fats, oils, lint, hair, sand, grit and other substances or materials in wastewater that are harmful to the operation and maintenance of wastewater facilities. Interceptors are normally required for food service establishments and/or facilities, laundries, animal care facilities, and facilities for servicing vehicles/mechanical equipment but may be required for other establishments based on characteristics of the wastewater. Interceptors are usually located outside a building but may be located inside in some instances when approved by the utility.

Interceptor wastes. Wastes removed from grease, oil, sand and other interceptors.

Interference. The inhibition or disruption of the POTW treatment processes or operations which is the cause of and significantly contributes to a violation of any requirement of the ~~city's~~ City's NPDES permits. The term includes prevention of sewage sludge use or disposal by the POTW in accordance with Section 405 of the Clean Water Act (Title 33 USC § 1345) or any criteria, guidelines, or regulations developed pursuant to the Solid Waste Disposal Act (SWDA), the Clean Air Act, the Toxic Substances Control Act, or more stringent state or local criteria (including those contained in any state sludge management plan prepared pursuant to Title IV of the SWDA) applicable to the method of disposal or use employed by the POTW.

Limited food service establishments and/or facilities. Any food service operation, so limited by the type and quantity of foods prepared and the equipment utilized, that the discharge of fats, oils, or grease into the City's wastewater collection system is expected to be minimal. Food is served only with disposable plates, bowls, and utensils and plumbing fixtures do not include a garbage grinder or dishwashing machine. The term may include, but is not limited to, small seasonally

operated concession stands at schools and parks, satellite kitchens that only dispense catered meals, establishments that primarily prepare and serve beverages such as coffee, tea, and smoothies, and shops that sell premixed yogurt or ice cream.

Laundry. A commercial, industrial or institutional establishment with washing machines for cleaning clothes, bed sheets, mattress covers, towels and other similar articles.

Mains. Refers to ~~a~~ pipes~~, conduit or other facilities~~ which are installed to convey water, wastewater or reclaimed water service to individual service lines or to other mains. ~~In the case of sewer lines, a main is a pipe used to convey sewer service from individual service lines to other mains.~~

~~*Mass emission rate.* The weight of material discharged to the wastewater system during a given time interval. Unless otherwise specified, the mass emission rate shall mean pounds per day of the particular constituent or combination of constituents.~~

Master meter. A single water meter serving a multi-family residential or a multi-unit nonresidential facility. This term includes, but is not limited to, master meters serving condominiums, apartments, mobile home parks, hotels, motels, travel trailer parks, shopping centers, and office buildings.

~~*Maximum concentration.* The maximum permissible amount of a specified pollutant in a volume of water or wastewater.~~

Meter. A device used to measure water, wastewater or reclaimed water use.

Mobile food unit. Any food service unit which is self-propelled or otherwise moveable from place to place and is self-sufficient for utilities, such as gas, water, electricity and liquid waste disposal, whose main kitchen or commissary is a Florida Department of Health regulated food service establishment.

~~*National prohibited discharge standard* or *prohibited discharge standard.* Any regulation developed under the authority of Section 307(b) of the Act and Title 40 CFR § 403.5.~~

National Pollution Discharge Elimination System ~~*pollution discharge elimination system*~~ *or NPDES permit.* A permit issued pursuant to Section 402 of the Clean Water Act (Title 33 USC § 1342).

Natural outlet. Any outlet into a watercourse, pond, ditch, lake or other body of surface or groundwater.

~~*New source.* Any source, the construction of which is commenced after the publication of proposed regulations prescribing a Section 307(c) (Title 33 USC § 1317) categorical pretreatment standard which will be applicable to such source, if such standard is thereafter promulgated in accordance with Section 306(a)(2) (Title 33 USC § 1316(a)(2)).~~

Nonresidential activity. Any activity occurring on any described parcel of land, whether or not within a structure, with the exception of residential activity as defined herein.

Off-site Facilities ~~*facilities*~~. Water, wastewater and/or reclaimed water facilities ~~lines, force mains, pumping stations~~ including water distribution *system* ~~and transmission~~, wastewater collection system, ~~and~~ transmission mains ~~facilities~~, and/or reclaimed ~~irrigation quality~~ water facilities constructed to connect on-site facilities ~~with~~ to the nearest ~~approved point in the existing water, wastewater, and/or reclaimed irrigation quality water system (as appropriate) at which~~ utility facilities with adequate capacity to provide water, wastewater or reclaimed water service ~~is available to meet the requirements of the new services~~.

On-site Facilities ~~*facilities*~~. The services~~,~~ lines, water distribution system, ~~and transmission lines,~~ wastewater collection system ~~lines, force mains, pumping stations~~, and/or reclaimed ~~irrigation quality~~ water facilities ~~lines~~, ~~including water dis-~~

~~tribution and transmission facilities, wastewater collection and transmission facilities, and/or reclaimed irrigation quality water facilities~~ installed within a residential, commercial or industrial development; including those facilities in peripheral streets and easements constructed wholly or in part for use by such development.

~~*Overload.* The imposition of any constituent or hydraulic loading on any treatment, collection, transmission, or effluent disposal facilities which are a part of the wastewater system in excess of said facility's designed or legally authorized capacity. The discharge of pollutants through the POTW or any other portion of the wastewater system into waters of the state or nation in quantities or concentrations which are a cause of or significantly contribute to a violation of any requirement of any NPDES permit issued for and applicable to the wastewater system (including an increase in the magnitude or duration of a violation) or a violation of any contract, resolution, law, rule, regulation, permit, or approval applicable to the industrial, commercial, or agricultural reuse of reclaimed water.~~

Oversized line. An oversized line is a line larger than the size line deemed appropriate by the City to serve the property.

Parcel of land. Any contiguous quantity of land capable of being described with such definiteness that <u>it is</u> ~~its~~ located and boundaries may be established, that is designated by its owner(s) or developer(s) as land to be used or developed as a unit.

Person. Any natural person, individual, public or private corporation, firm, association, joint venture, partnership, municipality, governmental agency, political subdivision, public officer, or any other entity whatsoever or any combination of such, jointly or severally, or their legal representatives, agents, or assigns. The masculine gender shall include the feminine, and the singular shall include the plural where indicated by the context.

pH. A symbol for expressing the degree of acidity or alkalinity, meaning the logarithm (base 10) of the reciprocal of the concentration of hydrogen ions in grams per liter of solution.

Point of service. The designated point at which ~~the Applicant's~~ a property is connected to the City's water facilities, wastewater facilities, or reclaimed water facilities. Generally, the point of service for water service is the discharge side of the water meter.

Pollutant. Dredged spoil, solid waste, incinerator residue, filter backwash, sewage, garbage, sewage sludge, munitions, medical wastes, chemical wastes, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock sand, cellar dirt, municipal, agricultural and industrial wastes and certain characteristics of wastewater (e.g., pH, temperature, TSS, turbidity, color, BOD, COD, toxicity, or odor.

Pollution. The presence in the waters of the state of any substances, contaminants or man-made or man-induced alteration of the chemical, physical, biological, and radiological integrity of water in quantities or levels which are or may be potentially harmful or injurious to human health or welfare, animal or plant life, or property, including outdoor recreation. ~~so as to constitute a health hazard, non-health hazard, or impair the usefulness of the water~~.

~~*Port St. Lucie Wastewater System.* All facilities and interests in the real and personal property owned, operated, managed or controlled by the city now and in the future and used to provide wastewater service to existing and future customers within the service area of the city.~~

Potable water. Water that is satisfactory for drinking, culinary, and domestic purposes, meeting current state and federal drinking water standards.

POTW treatment plant. That portion of a POTW designed to provide treatment to wastewater.

Pretreatment. The reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state prior to discharging or otherwise introducing such pollutants into a POTW. The reduction or alteration can be obtained by physical, chemical or biological processes, or by other means, except as prohibited by Title 40 CFR § 403.6(d).

Pretreatment requirements. Any substantive or procedural requirement related to pretreatment, other than a national pretreatment standard imposed on an industrial user.

Private fire protection. The existence of separate fire connections, standpipes with hose attachments, fire hydrants, and automatic fire sprinkler systems which are located on the premises and are not the responsibility of the City ~~serve a customer~~.

Private sewage disposal system. A sewage collection ~~collecting~~, treatment ~~treating~~, and disposal facility installed, maintained and owned by persons other than the City ~~city~~ and not connected to the public sewer.

Program director. City of Port St. Lucie Utility Systems Director or designee.

~~*Properly shredded garbage.* The wastes from the preparation, cooking and dispensing of food that have been shredded to such a degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, with no particle greater than one half inch in any dimension. The installation and operation of any garbage grinder equipped with a motor three fourths horsepower or greater shall be subject to the review and approval of the city.~~

Property. The real property owned or controlled by an Applicant for which water service capacity, wastewater service capacity, or reclaimed water service capacity is requested or allocated.

Property Owner. ~~:~~ The person or entity also identified as the legal owner of record that is responsible for all water, wastewater, and/or reclaimed water bills unless another person or entity has entered into an agreement for service for said property.

~~*Property Owner's responsibility for monthly bills:* The Property owner is responsible for all water, wastewater, and/or reclaimed water bills unless another person or entity has entered into an agreement for service for said property.~~

Proportional Composite Sample. A sample consisting of several effluent portions collected during a 24-hour period in which the portions of sample are proportionate to the flow and combined to form a representative sample.

Public sewer. A sanitary sewer, other than a building sewer, that is owned and/or controlled by the city.

~~*Public utility:* Any privately owned, municipally owned county owned, or other government owned system providing water service to the public which has at least 15 service connections or regularly serves an average of at least 25 individuals daily for at least 60 days of the year, with a minimum permitted withdrawal capacity of 100,000 gallons per day.~~

Public water supply well. Wells withdrawing water from the surficial aquifer or Floridan Aquifer ~~(localized relatively shallow aquifer sources)~~ for use as potable water that have a minimum permitted withdrawal capacity of 100,000 gallons per day ~~are operated by public utilities~~.

~~*Public wellfield.* An area where one or more public water supply wells are located.~~

Publicly-owned treatment works (POTW). A treatment works as defined by Section 212 of the Clean Water Act (Title 33 USC § 1292) which is owned in this instance by the city. This definition includes any sewers, effluent transmission and

disposal facilities, that convey wastewater to a POTW treatment plant or convey effluent from a POTW treatment plant, but does not include pipes, sewer or other conveyances not connected to a facility providing treatment. For purposes of this chapter, POTW shall also include any sewers that convey sewage or wastewaters to the POTW from persons who are, by contract or agreement with the city, users of the City's ~~city's various~~ POTW's.

Rates. The City's applicable schedules of rates and charges for water, wastewater, and/or reclaimed water, including, but not limited to, connection fees, capital charges, meter installation charges, and any and all other fees or charges which may be in effect from time-to-time adopted by the City. The schedules of service rates shall be of general and uniform application within the City's water, wastewater, and reclaimed water system.

Reclaimed water. ~~Water, treated wastewater or sanitary sewer effluent which, as a result of the treatment of wastes,~~ Wastewater that has been treated and disinfected in accordance with FDEP regulations and is suitable ~~and usable~~ for direct beneficial uses or a controlled use by and for public, agricultural, commercial, residential, industrial, or institutional projects or developments, or purposes including, but not limited to, irrigation ~~purposes in~~ of landscape areas ~~or other appropriate uses~~.

Reclaimed water capital charge. A fee or charge paid to the City by an applicant for the purpose of obtaining reclaimed water service capacity, the purpose of which is to finance capital expenditures and the payment of City indebtedness associated with the expansion of the City's reclaimed water supply and treatment systems.

Reclaimed water facilities. All reclaimed water distribution, transmission, treatment, storage and production facilities, including all pipes, lines, meter, couplings, pumps, mains, and appurtenant equipment necessary to provide reclaimed ~~irrigation quality~~ water service capacity. ~~The terms, "reclaimed water", "reclaimed irrigation quality water" and "reuse water" are synonymous and may be used interchangeably herein.~~

Regulated area. That area within the zone of protection surrounding each public water supply well.

Regulated substances:

(1) Substances which are:

a. Known to have hazardous and toxic properties such as those listed by the EPA in federal regulations set forth in 40 CFR 302; or

b. Listed as a priority toxic pollutant by the EPA in federal regulations in 40 CFR 122.21; or

c. A toxic degradation product, which includes petroleum-based products; or

d. On the restricted use pesticide list promulgated pursuant to F.S.~~S.~~ 487, set forth in Chapter 5E-2 and 5E-9, Florida Administrative Code.

(2) Regulated substances by generic designation shall include, but are not limited to, those set forth in the list entitled "Public Water Supply Well Generic Substance List", which is included in this Title ~~the appendix following this chapter~~.

(3) Regulated substances do not include those that are used in the quantities exempt as set out in subsection ~~66.06~~ 67.06(b)

Residential activity. Any building or structure or portion thereof that is designed for or used for residential purposes and any activity involving the use or occupancy of a described parcel of land for residential purposes. Residential activity shall include those customary and accessory residential activities associated with the principal permitted use of the parcel of land for residential purposes as set out in the zoning code. Residential activity shall not include any activity or business requiring an occupational license or other form of authorization to conduct a business.

Reuse. The deliberate application of reclaimed water in compliance with the Florida Department of Environmental Protection and Water Management District rules, for a beneficial purpose.

Sanitary sewer. A pipe primarily designed to carry ~~which carries~~ sewage, but may contain such ground, surface and storm waters as may be present due to infiltration and inflow ~~and to which storm water, surface water and ground water are not intentionally admitted~~.

Septic system. A private sewage disposal system consisting of ~~subsurface impervious tank designed to temporarily return wastewater or similar waterborne wastes together with~~:

(1) A watertight tank installed below the ground surface to promote separation of solids and liquid components of wastewater, to provide limited digestion of organic matter, to store solids, and to allow clarified liquid to discharge for further treatment and disposal; ~~A sewer line constructed of solid pipe, with the joints sealed, connecting the impervious tank with a plumbing stub out;~~ and

(2) A subsurface soil absorption system of trenches, piping and other materials constructed to provide treatment and disposal ~~drain~~ of the clarified effluent ~~discharge~~ from the tank ~~and distribute it underground to be absorbed or filtered~~.

~~*Septic tank waste.* Any sewage from holding tanks such as vessels, chemicals toilets, campers, trailers, and septic tanks.~~

Service area. Those areas, both within and outside the corporate limits of the City, as indicated in Section 63.24, where water, wastewater, and reclaimed water services are, or will be, exclusively provided by the City to its utilities customers.

Service lines. Pipes which are connected from the City's mains to a "point of

service."

~~*Sewage treatment plant.* An arrangement of devices and structures used for treating sewage or wastewater.~~

~~*Sewer.* A pipe or conduit for carrying sewage or wastewater.~~

Sewerage System ~~*works.*~~ All pipelines or conduits, pumping station, and force mains and other structures, devices, appurtenances, and facilities used for collecting and conducting wastes to an ultimate point for treatment and disposal. ~~facilities for collecting, pumping, treating and disposing of sewage.~~

Sewage or Wastewater ~~*Sewer water or wastewater.*~~ The terms 'sewage' and 'wastewater', when used by itself in the City's Code of Ordinances, shall mean domestic sewage or wastewater. ~~A combination of any type of the water carried wastes from residences, business buildings, institutions, industrial establishments, any and all other customers facilities, together with such ground, surface and storm waters as may be present, but does not mean or include hazardous or toxic wastes.~~

SFWMD. The South Florida Water Management District.

Shall. When used, means that it is mandatory, but the term "may" when used means that it is permissive.

Significant industrial user.

(1) A user subject to categorical pretreatment standards; or

(2) A user that:

a. Discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (Excluding sanitary, noncontact cooling, and boiler blowdown wastewater);

b. Contributes a process waste stream which makes up 5% or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or

c. Is designated as such by the City on the basis that it has a reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement.

(3) Upon a finding that a user meeting the criteria in subsection (2) has no reasonable potential for adversely affecting the POTW's operation or for violating any pretreatment standard or requirement, the City may at any time, on its own initiative or in response to a petition received from a user, and in accordance with procedures in 40 CFR 203.8(f)(6), determine that such user should not be considered a significant industrial user.

Slug. Any discharge of water, sewage or industrial waste which in concentration of any given constituent or in quantity of flow exceeds more than five times the average 24-hour concentration or quantity of flow during normal operation.

Standard residential meter. A meter that is ⅝" by ¾" in size.

Standard Industrial Classification (SIC) Code. A classification pursuant to the Standard Industrial Classification Manual issued by the Executive Office of the Office of Management and Budget.~~;~~

Standard methods. The current edition of "Standard Methods for the Examination of Water and Wastewater" as published or republished from time to time by the American Public Health Association.

Storm Drain or Storm Sewer ~~*drain (sometimes termed "storm sewer")*~~. A sewer which carries storm and surface waters and drainage, but excludes sewage and industrial wastes, other than unpolluted cooling water.

Storm water. Any flow occurring during or following any form of natural precipitation and resulting from such precipitation, including snowmelt.

State. The State of Florida.

Surface Water. Water upon the surface of the earth, whether contained in bounds created naturally or artificially or diffused. Water from natural springs shall be classified as surface water when it exits from the spring onto the earth's surface.

~~*Suspended solids.* The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquid, and which is removable by various filtering and settling techniques.~~

System. The City of Port St. Lucie Water, Wastewater, and Reclaimed Water System.

Total Suspended Solids (TSS). The total suspended matter that floats on the surface of, or is suspended in, water, wastewater or other liquid, and which is removable by various filtering and settling techniques.

~~*Transmission lines.* Those lines and appurtenance facilities used to either transmit wastewater from the collection system to wastewater treatment facilities or transmit treated wastewater to a final effluent disposal site or transmit water from water treatment and production facilities to the distribution system. Transmission lines are generally eight inches or greater in size and serve or are intended to serve more than one parcel of property.~~

Toxic pollutant. Any pollutant or combination of pollutants listed as toxic in regulations promulgated by the Administrator of the USEPA under the provision of Section 307(a) of the Clean Water Act, or other Acts ~~acts~~.

~~*Twenty-four-hour flow-proportional composite sample.* A sample consisting of several effluent portions collected during a 24-hour period in which the portions of sample are proportionate to the flow and combined to form a representative sample.~~

Under the sink grease trap. A device ~~receptacle~~, located under or in close proximity to sinks ~~or other plumbing~~ in a food service facility, which is used to separate, trap or contain grease/oil from the wastewater before its discharge in the building drain.

Unpolluted water. Water to which no constituent has been added, either intentionally or accidentally, which would render such water unacceptable to any person having jurisdiction thereof for disposal to storm or natural drainages or directly to surface waters of the state.

User – as related to potable water. Any person or entity that makes use of potable water from the City's potable water system.

User – as related to reclaimed water. Any person or entity that makes use of reclaimed water from the City's reclaimed water system.

User – as related to wastewater. Any person or entity that contributes, causes, or permits the contribution of sewage or wastewater into the City's wastewater system.

USEPA. The United States Environmental Protection Agency.

Utility. The Port St. Lucie Utility Systems Department.

Utility facilities, systems ~~facilities~~ or installations. By way of illustration and not limitation, all equipment, fixtures, pumps, lines, mains, manholes, lift stations, pumping stations, laterals, service connections, and all appurtenances thereto together with all real property, easements and rights-of-way necessary to provide

water, wastewater, and reclaimed water service to property whether located on-site or off-site.

Utility Service Agreement ~~*service agreement.*~~ A written agreement between the City and an Applicant or property owner which establishes the terms and conditions pursuant to which the City will provide water, wastewater, or reclaimed water service.

Utility Systems Director. The person in charge of the Utility systems Department.

Waste hauler. A business which collects and transports interceptor waste to an approved disposal or recycling facility. Waste Haulers servicing grease interceptors must be registered with the Florida Department of Health.

Wastewater. Liquid and water-carried industrial wastes and sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, which are contributed to the POTW.

Wastewater capital charge. A fee or charge paid to the City by an Applicant for the purpose of obtaining wastewater service capacity, the purpose of which is to finance capital expenditures deemed necessary by the city to furnish wastewater service capacity and related service to the property and for the payment of city indebtedness associated with the expansion of the city's wastewater treatment and effluent disposal systems.

Wastewater constituents and characteristics. The individual chemical, physical, bacteriological, and radiological parameters, including volume and flow rate and such other parameters that serve to define, classify or measure the contents, quality, quantity, and strength of wastewater.

Wastewater facilities. All wastewater collection, transmission, treatment, and effluent disposal facilities, including ~~all interceptors,~~ lines, pipes, meters, cou-

plings, pumps, force mains, and appurtenant equipment necessary to provide ~~water and/or wastewater service capacity or~~ wastewater service capacity.

Wastewater service capacity. The rate of wastewater flow on an average daily basis measured in gallons per day, which can be treated and disposed of according to a wastewater facilities design.

Wastewater treatment facilities. Those facilities used to treat and filter sewage prior to effluent disposal. Wastewater treatment facilities may also be used to produce reclaimed water. Wastewater treatment facilities do not include any portions of the collection facilities, wastewater transmission facilities, or effluent disposal facilities.

Water capital charge. A fee or charge paid to the City by an Applicant for the purpose of obtaining water service capacity, the purpose of which is to finance capital expenditures and the payment of City indebtedness associated with the expansion of the City's water supply and treatment systems

Water facilities. All water distribution, transmission, treatment, storage, and production facilities, including all pipes, lines, meters, couplings, pumps, force mains, and appurtenant equipment necessary to provide water service capacity.

Water—Nonpotable. Water that is not safe for human consumption or that is of questionable quality.

~~*Water—Potable.* Water that is safe for human consumption as described by the public health authority having jurisdiction.~~

Water resource. Any and all water on or beneath the surface of the ground, including natural or artificial water courses, lakes, ponds, or diffused surface water, and water percolating, standing, or flowing beneath the surface of the ground.

Water service capacity. The amount of potable water which can be pumped,

treated, transmitted and distributed~~,~~ on an average daily basis, where such amount is measured in gallons per day and may include fire flows.

Water shortage. That situation when insufficient water is available to meet the present or anticipated needs of the users, or when conditions are such as to require temporary reduction in total use to protect water resources from serious harm.

Water shortage emergency. That situation when the regulations and restrictions which are authorized for a water shortage are not sufficient to protect the public health, safety, or welfare, or the health of animals, fish or aquatic life, or a public water supply for commercial, industrial, agricultural, recreational, or other reasonable uses.

~~*Water Source.* The source shall include all components of the facilities utilized in the production, treatment, storage, and delivery of water to the distribution system.~~

Water Supplier. As used herein the term water supplier, Utility, and City of Port St. Lucie Utility Systems Department are synonymous and may be used interchangeably herein.

Water Systems. The water systems shall be considered as made up of two parts: the City's water system and the customer's water system.

Water treatment facilities. Any water treatment and production facilities, including ~~wells,~~ plants, pumps and appurtenant equipment necessary to ~~withdraw and~~ treat raw water in order to produce potable water.

Water—Used. Any water supplied by the utility's potable water system to a customer's water system after it has passed through the point of service and is no longer under the sanitary control of the Utility ~~utility~~.

Watercourse. A channel in which a flow of water occurs, either continuously or intermittently.

Waters of the state. Any surface or ground water located within the boundaries of the state on publicly owned land, including fresh, brackish, saline, tidal, surface or underground waters. Surface waters of the state include, but not limited to, rivers, lakes, streams, springs, and impoundments. Underground waters of the state include, but are not limited to, all underground waters passing through pores of rock or soils or flowing through in channels, whether manmade or natural.

Well. Any excavation that is drilled, cored, bored, washed, driven, dug, jetted, or otherwise constructed when the intended use of such excavation is to conduct groundwater from a source bed to the surface, by pumping or natural flow~~, when groundwater from such excavation is used or is to be used for a public water supply well~~.

Wellfield. An area where one or more public water supply wells are located.

Zone of protection. That area within a radial distance of 1,000 feet of a public water supply well.

Section 2. This ordinance shall become effective ten days after its adoption.

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

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 1/25/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB
Patricia Roebling, PE, Assistant City Manager – Administrative Services/City Engineer

FROM: Jesus Merejo, Utility Systems Director

15-59

Agenda Item: Ordinance: Amending City's Code of Ordinances Section 60.06, Definitions

Submittal Date: 1/5/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services: 1. Developing and maintaining a state of the art infrastructure and utility system; and 2. Incorporating "best practices" into the services and service delivery in Port St. Lucie.

BACKGROUND: Section 60.06 of the City's Code of Ordinances defines words and terms association with the operation of the Utility Systems Department and the administration of Chapters 60-65 and 67 of the Code of Ordinances.

ANALYSIS: The attached ordinance is intended to correspond with new and/or amended definitions that are primarily related to rules and regulation changes enacted by the Florida Dept. of Environmental Protection and the American Water Works Association. Basic housekeeping measures are also addressed.

FINANCIAL INFORMATION: The subject ordinance does not affect City fees and charges.

LEGAL INFORMATION: This ordinance was reviewed and approved as to sufficiency and form by Assistant City Attorney, Stefanie Beskovoyne.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance #15-59.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance #15-59

*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.

COUNCIL ITEM 8B
DATE 2/8/16

COUNCIL ITEM 10B
DATE ~~1/25/16~~

ORDINANCE 16 – 02

AN ORDINANCE OF THE PORT ST. LUCIE CITY CODE OF ORDINANCES, REPEALING CHAPTER 52, CONNECTION TO WATER SYSTEM; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That Chapter 52 Port St. Lucie City Code is hereby repealed and shall read as follows:

~~CHAPTER 52. – CONNECTION TO WATER SYSTEM~~ Reserved.

~~Sec. 52.01. – Connection required.~~

~~All new and existing structures shall connect to an available public water system or a private central water system regulated by the state public service commission or an approved local public service entity. New construction shall connect to an available water system prior to obtaining a certificate of occupancy. Existing structures shall connect within 12 months of the time when a water system becomes available to serve that structure. A water system shall be deemed available when the only prerequisite to connection shall be the payment to the utility of the connection fee as approved by the state public service commission or other regulatory agency. This section shall not prohibit use of wells for nonconsumption purposes.~~

~~Sec. 52.02. – Service availability fee.~~

~~The utility providing the available water service may charge a service availability fee in an amount approved by the state public service commission or an approved local public service entity. Such an availability fee may be levied upon the owner of any structure, regardless of whether the structure has been connected to the system, commencing 12 months after the service becomes available to that structure.~~

Section 2. This ordinance shall become effective upon adoption.

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

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 1/25/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, PE, Assistant City Manager – City Engineer

FROM: Jesus Merejo, Utility Systems Director

Agenda Item: Ordinance: 16-02 Repealing City Code of Ordinances Chapter 52 – Water and Sewer Systems

Submittal Date: 1/5/2016

STRATEGIC PLAN LINK: Principal A – Exceptional Municipal Services, 2. Incorporating "best practices" into the services and service delivery in Port St. Lucie and Principal B – Responsive to Community: Residents and Businesses, 6. Anticipating the future service and facility needs of the community.

BACKGROUND: Chapter 52 was adopted in 1987 via Ordinance 87-67 which provided for mandatory connection to a water system. The State of Florida had adopted the Local Government Comprehensive Planning and Land Development Regulation Act which required, "the local comprehensive plans to contain an element indicating ways to provide for future potable water." It is important to note that the City's current Comprehensive Plan includes both potable water and sanitary sewer elements.

Section 156.124 of the City's Code of Ordinances, entitled Water and Sewer Systems, was adopted via Ordinance 94-7 on March 14, 1994 and states in part, "Central water, sanitary sewer and fire hydrants shall be provided in each new subdivision." That language governs connections to the City's water and sewer system, The Reserve Utility (for the Go Team Industrial Park), and to the utility owned and operated by St. Lucie West Services District.

On September 30, 1994, the City acquired its utility assets and subsequently adopted Ordinance 95-70 from which Chapter 63, Utility Service Availability and Extension Rules was born. Section 63.25 of Chapter 63 specifically sets forth regulations related to connecting to the City's water and wastewater systems

ANALYSIS: Chapter 52 stands today exactly as it was written and adopted in 1987. It is believed that Chapter 52 is obsolete and regulations found therein are currently appropriately addressed in Section 156.124 and Section 63.25 of the Code of Ordinances as discussed above.

FINANCIAL INFORMATION: This ordinance does not increase City fees or charges.

LEGAL INFORMATION: This ordinance was reviewed and approved as to sufficiency and form by Assistant City Attorney, Stefanie Beskovoyne.

STAFF RECOMMENDATION: It is respectfully requested that the City Council adopt Ordinance 16-02 deleting all language from Chapter 52 and reserving the chapter for potential future use.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-02

*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.

COUNCIL ITEM 8C
DATE 2/8/16

COUNCIL ITEM 10E
DATE 1/25/16 & 2/08/16

ORDINANCE 16-05

AN ORDINANCE TO REZONE 0.50 ACRES OF PROPERTY LEGALLY DESCRIBED AS LOTS 1 AND 2, BLOCK 234, SECTION 28 AND LOCATED ON THE SOUTHEAST CORNER OF BILTMORE STREET, AND LAKEHURST DRIVE, AND WEST OF DRAINAGE RIGHT-OF-WAY; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS RPR INVESTMENTS, INC. (P15-191); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, RPR Investments, Inc., hereinafter referred to as the owner, seeks to rezone 0.50 acres of property located on the southeast corner of Biltmore Street, and Lakehurst Drive and west of a drainage right-of-way and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on January 5, 2016 to consider the rezoning application (P15-191), notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on February 8, 2016 to consider the rezoning application (P15-191), advertising of the public hearing having been made; and

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1: That the property legally described as Lots 1 and 2, Block 234, Section 28, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

Section 2: That this Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ___day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY: _____
Pam E. Booker, City Attorney

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **PLANNING AND ZONING BOARD – MEETING OF JANUARY 5, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **RPR INVESTMENTS INC.**
REZONING APPLICATION
(P15-191)

DATE: **DECEMBER 17, 2015**

PROPOSED REQUEST: The proposed request seeks to rezone 2 (two) lots from RS-2 (Single Family Residential) to CS (Service Commercial).

APPLICANT & OWNER: RPR Investments, Inc.

LOCATION: The property is located on the southeast corner of Biltmore Street and Lakehurst Drive and west of a drainage right-of-way.

LEGAL DESCRIPTION: The property is legally described as Lots 1 and 2, Block 234, Port St. Lucie Section 28.

SIZE: 0.50 acres

EXISTING ZONING: RS-2 (Single Family Residential)

EXISTING USE: Vacant land

SURROUNDING USES: North = Lakehurst Drive and beyond is CS (Service Commercial) zoning, warehouse building; South = CS (Service Commercial) zoning, warehouse building; East = Drainage right-of-way and beyond is CG (General Commercial) zoning, R & F Pest Control; West = Biltmore Street and beyond is IN (Industrial) zoning, Lakehurst Plaza condominium.

FUTURE LAND USE: CS/LI (Service Commercial/Light Industrial)

REQUESTED ZONING: CS (Service Commercial)

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan, and the Conversion Manual. The subject application is supported and justified by Policy 1.1.3: "Development orders and permits for development and redevelopment activities shall be issued only in areas where public facilities necessary to meet level of service standards (which are adopted as part of the traffic, infrastructure, recreation, open space, and capital improvements element of the Comprehensive Plan) are available concurrent with impacts of development."; and Policy 1.1.3.1: "The development of residential, commercial, and industrial land shall be timed and staged in conjunction with provision of supporting community facilities and services identified as being required such as: (a) potable water; (b) sanitary sewers; (c) solid waste removal; (d) vehicular and pedestrian circulation; (e) public safety; (h) electricity; and (i) drainage."

Sewer/Water Service: The City of Port St. Lucie's Utility system is the provider of water and sewer.

Environmental: At the time of site plan review an environmental study/tree survey will be required.

Compliance With Conversion Area Requirements:

1. Planning Area location per conversion manual: 26
2. The property is totally within planning area: Yes
3. Minimum Frontage: Yes
4. Minimum Depth: Yes
5. Does the request isolate lots: No
6. Has a Unity of Title been submitted: The Planning and Zoning Department will process the Unity of Title through the City Attorney's Office.
7. Buffer required: NA

Other: As required by §158.126 (L), an approved site plan is required. Per §158.221 (B) (13 to 16) the yard must be graded and stabilized.

STAFF RECOMMENDATION:

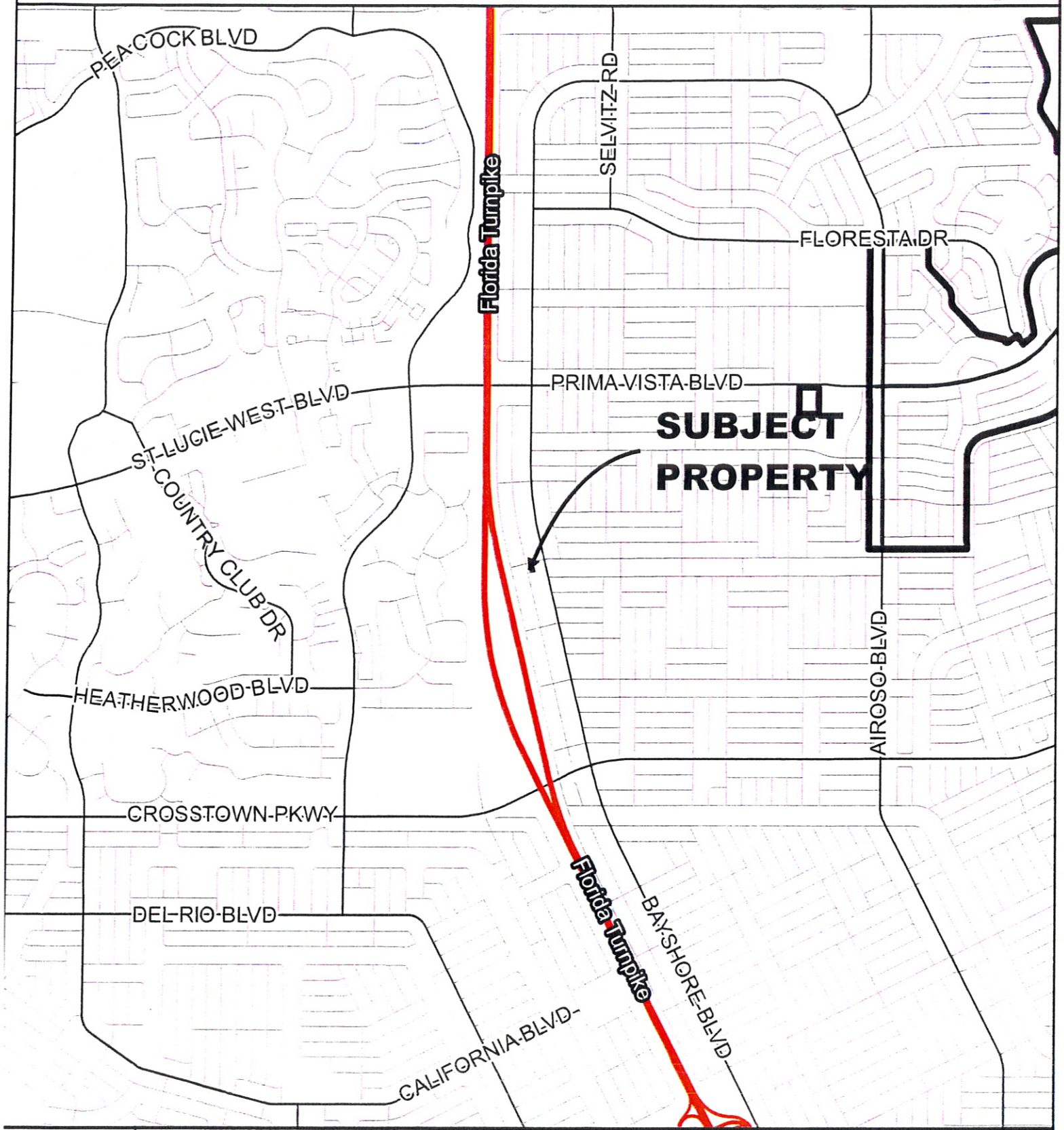
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend denial

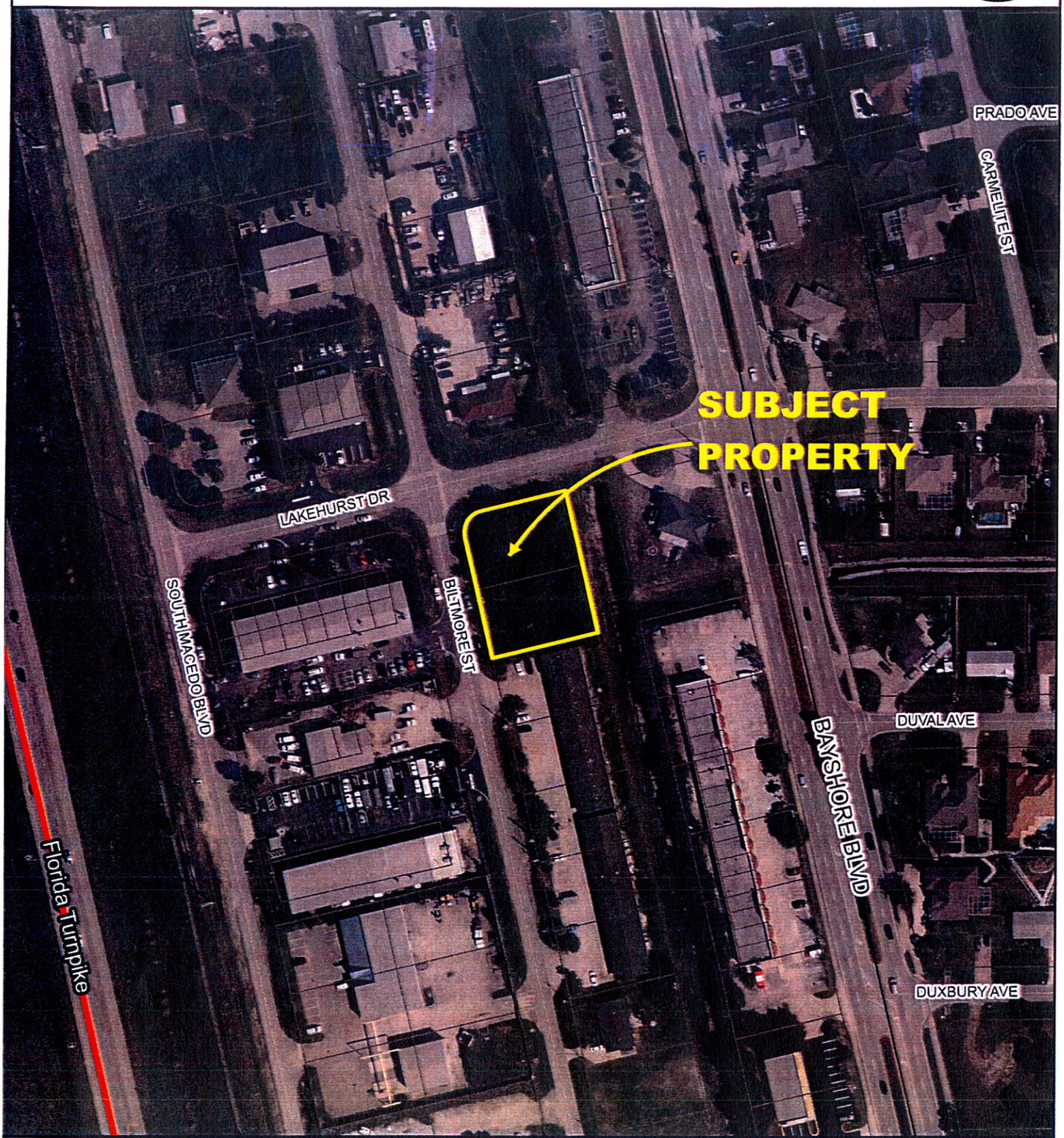
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING RPR INVESTMENTS, INC. SECTION 28, BLOCK 234, LOTS 1 & 2	DATE:	12/8/2015
		APPLICATION NUMBER:	P15-191
		USER:	patricias
		SCALE:	1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

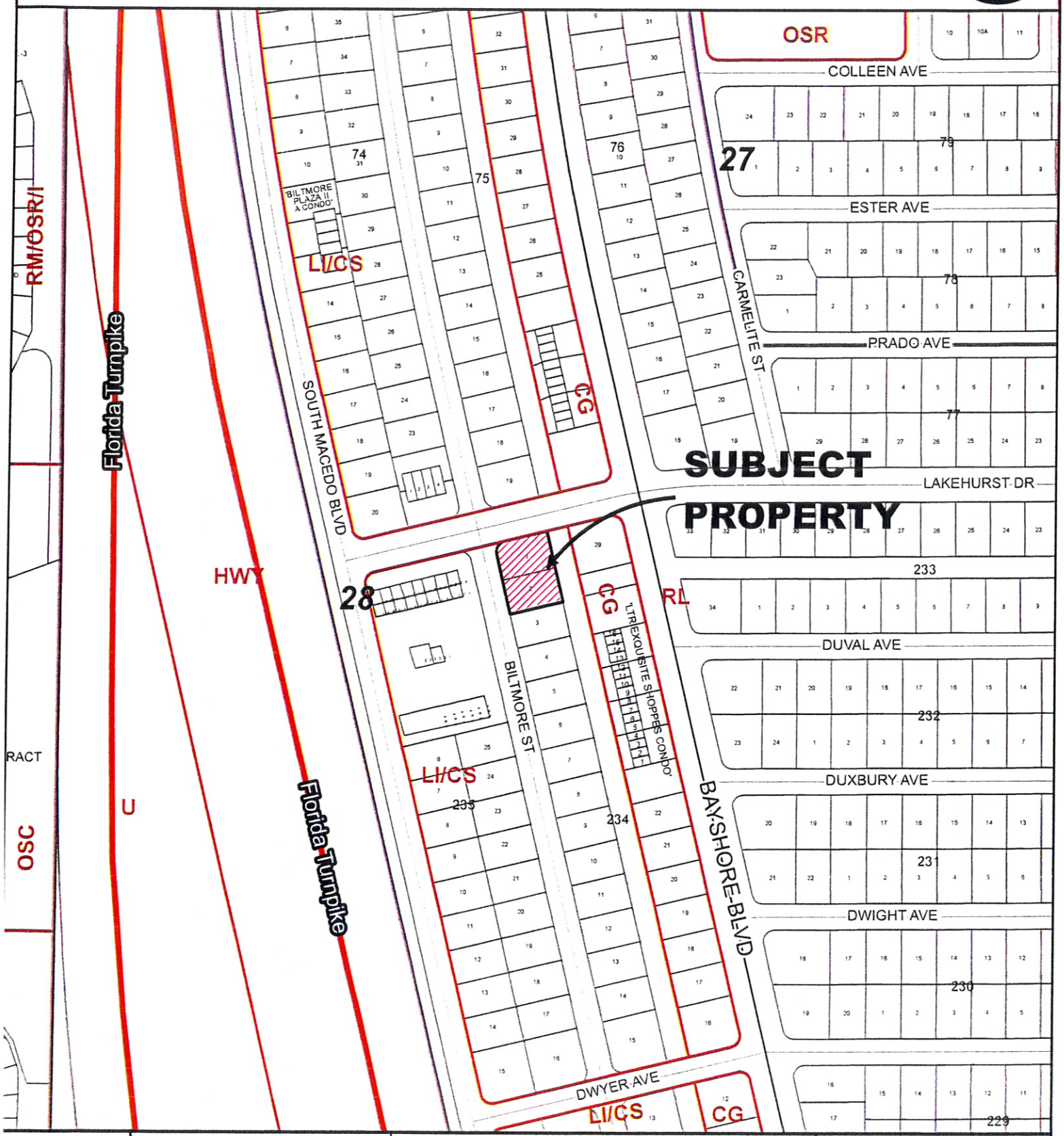
RPR INVESTMENTS, INC.

SECTION 28, BLOCK 234, LOTS 1 & 2

AERIAL DATE 2014

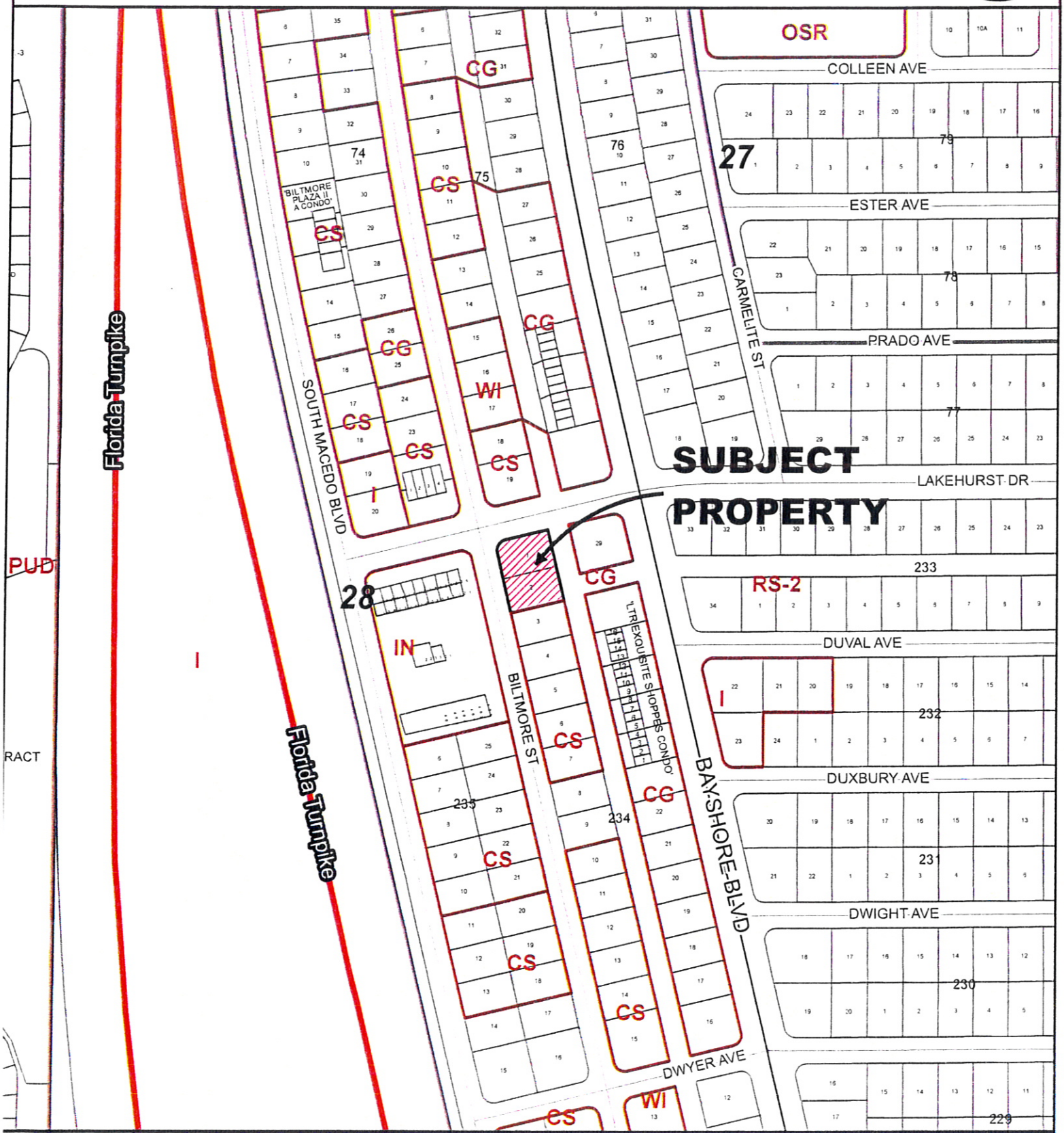
DATE:	12/8/2015
APPLICATION NUMBER:	P15-191
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING RPR INVESTMENTS, INC. SECTION 28, BLOCK 234, LOTS 1 & 2	DATE:	12/8/2015
		APPLICATION NUMBER:	P15-191
		USER:	patricias
		SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

RPR INVESTMENTS, INC.

SECTION 28, BLOCK 234, LOTS 1 & 2

DATE:	12/8/2015
APPLICATION NUMBER:	P15-191
USER:	patricias
SCALE:	1 in = 300 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 871-5212 FAX:(772) 871-5124

FOR OFFICE USE ONLY

Planning Dept. P15-191
Fee (Nonrefundable)$ 2,115.00
Receipt # 75498

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board Meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. If the application includes more than one (1) lot, our Legal Department will contact you regarding execution of the required Unity of Title. Please type or print clearly in **BLACK** ink.

RECEIVED
NOV 25 2015
PLANNING DEPARTMENT
PORT ST. LUCIE

PRIMARY CONTACT EMAIL ADDRESS:

PROPERTY OWNER:

Name: RPR Investments Inc.

Address: 981 SW Biltmore St. Port St Lucie, FL 34983

Telephone No.: 772-344-9400 FAX No.: 772-344-9401

tnt_builders@comcast.net

AGENT OF OWNER (if any)

Name: N/A

Address: _____

Telephone No.: _____ FAX No: _____

PROPERTY INFORMATION

Legal Description: Lot 1 & 2 Block 234 Port St Lucie Sec 28 P.Book 7, Page 1
(Include Plat Book and Page)

Parcel I.D. Number: 3420635045900001 and 3420635046000001

Current Zoning: RS-2

Proposed Zoning: CS

Future Land Use Designation: CS/LI Acreage of Property: .50

Reason for Rezoning Request: We would like to clear the land and make improvements to the property. This requires the property to be zoned CS or LI.

*Signature of Owner

Jason Merritt
Hand Print Name

11/25/15
Date

***If signature is not that of the owner, a letter of authorization from the owner is needed.**

NOTE: Signature on this application acknowledges that a certificate of concurrency for adequate public facilities as needed to service this project has not yet been determined. Adequacy of public facility services is not guaranteed at this stage in the development review process. Adequacy for public facilities is determined through certification of concurrency and the issuance of final local development orders as may be necessary for this project to be determined based on the application material submitted.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT L T COUNTY
FILE # 4: 8 11/18/2015 at 10:31 AM
OR BOOK 3809 PAGE 294 - 295 Doc Type: DEED
RECORDING: $18.50
D DOC STAMP COLLECTION: $0.70

Steven G. Vitale, P.A.
211 S. Colorado Avenue, Suite 2
Stuart, FL 34994
772-781-1999
File Number:
Will Call No:

Parcel Identification No. 3420-635-0459-000/1 and 3420-635-0460-000/1

Quit Claim Deed

This Quit Claim Deed made this _____ day of **October, 2015** between **TNT Builders of South Florida, LLC, a Florida limited liability company**, whose post office address is **981 SW Biltmore Street, Ft. Pierce, FL 34982**, grantor, and **RPR Investments, Inc., a Florida corporation**, whose post office address is **981 SW Biltmore Street, Ft. Pierce, FL 34982**, grantee.

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

Lot 1 and 2, Block 234, Port St. Lucie Section Twenty Eight, according to the map or plat thereof as recorded in Plat Book 7, Page 1, Public Records of Saint Lucie County, Florida.

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

x _____
Witness Name: _____

x _____
Witness Name: _____

TNT Builders of South Florida, LLC, a Florida limited liability company

_____
By: Jason C. Merritt, as Managing Member

x _____
By: David J. Toth, as Managing Member MGRM

State of _____
County of _____

The foregoing instrument was acknowledged before me this 23 day of October, 2015 by Jason C. Merritt, as Managing Member of TNT Builders of South Florida, LLC, a Florida limited liability company, on behalf of the limited liability company. He [X] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Melissa McLeod
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF030187
Expires 6/23/2017

_____
Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
County of St Lucie

The foregoing instrument was acknowledged before me this _____ day of October, 2015 by David J. Toth, as Managing Member of TNT Builders of South Florida, LLC, a Florida limited liability company, on behalf of the limited liability company. He [ ] is personally known to me or [ ] has produced a driver's license as identification.

[Notary Seal]

Melissa McLeod
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF030167
Expires 6/23/2017

Notary Public

Printed Name: Melissa McLeod

My Commission Expires: _____

City of Port St. Lucie

PLANNING and ZONING DEPARTMENT
A City for all Ages

TO: Kimberly Sala, Legal Department

FROM: Thresiamma Kuruvilla, Planner PHONE: 5281

DATE: December 15, 2015

SUBJECT: Unity of Title

[X] Prepare Unity of Title and/or [X] Record a Unity of Title

P-number: P15-191

Name of Project: RPR Investments, Inc. Rezoning

Document to be recorded after the application has been approved by the City Council.

Tentative Date of City Council Meeting: February 8, 2016

Attached:

[X] Application (copy)

[X] Deeds (copy)

Legal description: Lots 1 and 2, Block 234, Section 28

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Dates: 1/25/2016 & 2/08/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

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

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

Agenda Item: Ordinance: Rezoning Application for RPR Investments (P15-191)

Submittal Date: 1/13/2016

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

BACKGROUND: The application is to rezone Lots 1 and 2, Block 234, Port St. Lucie Section 28 from RS-2 (Single Family Residential) to CS (Service Commercial).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Brennan Keeler on January 11, 2016.

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their January 5, 2016 meeting.

SPECIAL CONSIDERATION: A unity of title request was submitted to the City.

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: The property is located on the southeast corner of Biltmore Street and Lakehurst Drive and west of a drainage right-of-way. See attached maps.

ATTACHMENTS: Ordinance, staff report, application.

PT/TK

RECEIVED

JAN 1 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9A
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #461 SE Mariana Road

Submittal Date: 1/26/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal B, Responsive to the Community

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

FINANCIAL INFORMATION: The 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #461 SE Mariana Road, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
JAN 26 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: Port St. Lucie Section 29, SE Mariana Road

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

January 25, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #461 SE Mariana Road

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on February 8, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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.

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY LTR 2016

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

"A City for All Ages"

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: January 15, 2016

Re: Streetlight Layout – SE Mariana Road - Boundary 461

Attached please find a map of the proposed streetlight layout for the following street:

- SE Mariana Road (from Flintlock Rd. to Grand Dr.) - The proposed layout will provide for **9** new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 1518/1519**
    - ★1) Between 1751 SE Flintlock Rd. (Block 1518) & 1782 SE Mariana Rd. (Block 1519) (Lots 1 & 1)
  - **Block 1519**
    - 2) Between 1757 & 1749 SE Mariana Rd. (Lots 4 & 5)
    - 3) Between 1712 & 1702 SE Mariana Rd. (Lots 8 & 9)
    - 4) Between 1682 & 1672 SE Mariana Rd. (Lots 12 & 13)
    - 5) Between 1642 & 1632 SE Mariana Rd. (Lots 16 & 17)
    - 6) Corner of 1602 SE Mariana Rd. (Lot 20)
    - 7) Between 1586 & 1574 SE Mariana Rd. (Lots 22 & 23)
    - 8) Between 1538 & 1532 SE Mariana Rd. (Lots 26 & 27)
    - 9) Between 1514 & 1508 SE Mariana Rd. (Lots 30 & 31)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Existing lighting facilities have been indicated on the map for your convenience.

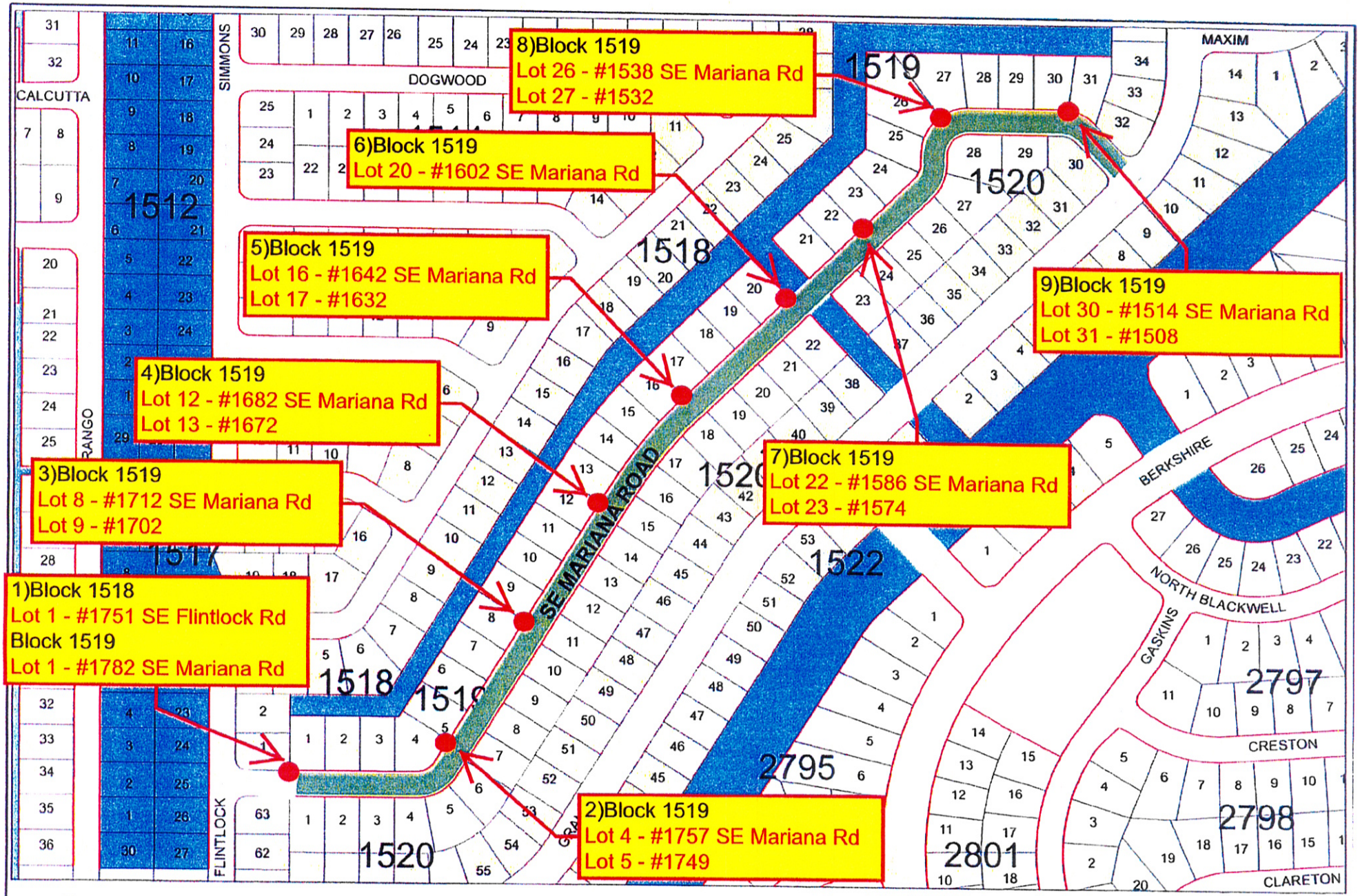
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

t:\streetlights\districts-psl residential sl assessment area\sl assessment area\mariana rd se 16-01-15 mem phillips 461.doc



● = PROPOSED STREETLIGHT
= HOUSE NUMBER

Boundary #461
SE MARIANA ROAD
SECTION 29

0 200 400
Feet

Prepared by City of Port St. Lucie
MIS Department
Thursday, December 03, 2015

SLEXHIBIT461

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #461

SE MARIANA ROAD
SECTION 29

BLOCK	1519	LOTS	1	THRU	32	=	32 LOTS
BLOCK	1520	LOTS	1	THRU	30	=	30 LOTS
					TOTAL		62 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9B
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #462 SW Avondale Street

Submittal Date: 1/26/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal B, Responsive to the Community

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

FINANCIAL INFORMATION: The 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #462 SW Avondale Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
JAN 26 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: Port St. Lucie Section 18, SW Avondale Street

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

January 25, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #462 SW Avondale Street

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on February 8, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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.

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY LTR 2016

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

"A City for All Ages"

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: January 15, 2016

Re: Streetlight Layout – SW Avondale Street – Boundary 462

Attached please find a map of the proposed streetlight layout for the following street:

- SW Avondale Street (from Glenwood Dr. to Airview Ave.) - The proposed layout will provide for 4 new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 745**
    - ★1) Between 2401 & 2409 SW Avondale St. (Lots 29 & 1)
    - 2) Between 2425 & 2433 SW Avondale St. (Lots 3 & 4)
    - 3) Between 2465 & 2473 SW Avondale St. (Lots 8 & 9)
    - 4) Between 2493 & 2497 SW Avondale St. (Lots 12 & 13)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

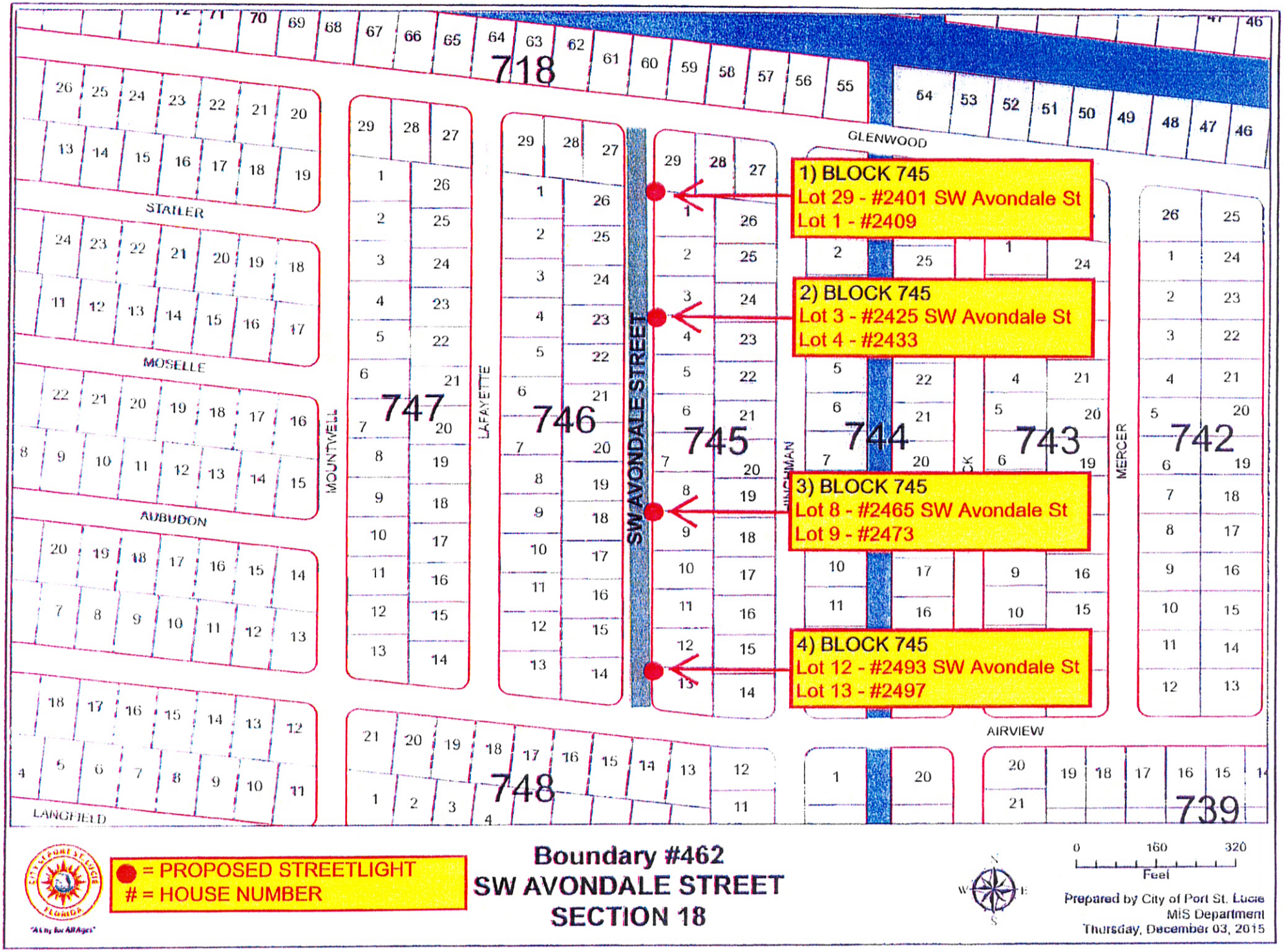
Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager. Traffic Operations



● = PROPOSED STREETLIGHT
= HOUSE NUMBER

Boundary #462
SW AVONDALE STREET
SECTION 18

0 160 320
Feet

Prepared by City of Port St. Lucie
MIS Department
Thursday, December 03, 2015

SLEXHIBIT462

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #462

SW AVONDALE STREET
SECTION 18

BLOCK	745	LOTS	1	THRU	13		
	AND	LOT			29	=	14 LOTS
BLOCK	746	LOTS	14	THRU	26		
	AND	LOT			27	=	14 LOTS
					TOTAL		28 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9C
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #463 SE Huron Terrace

Submittal Date: 1/26/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal B, Responsive to the Community

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

FINANCIAL INFORMATION: The 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #463 SE Huron Terrace, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
JAN 26 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: Port St. Lucie Section 24, SE Huron Terrace

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

January 25, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #463 SE Huron Terrace

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on February 8, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

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A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY LTR 2016

"A City for All Ages"

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: January 15, 2016

Re: Streetlight Layout – SE Huron Terrace – Boundary 463

Attached please find a map of the proposed streetlight layout for the following street:

- SE Huron Terrace (from Prineville St. to O'Donnell Ln.) - The proposed layout will provide for 4 new streetlights. The proposed locations for the streetlights are specified below:
  - **Block 278**
    - ★1) Between 312 & 318 SE Huron Terr. (Lots 34 & 33)
  - **Block 279**
    - 2) Between 341 & 344 SE Huron Terr. (Lots 6 & 7)
  - **Block 278**
    - 3) Between 360 & 366 SE Huron Terr. (Lots 26 & 25)
    - 4) Between 384 & 390 SE Huron Terr. (Lots 22 & 21)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

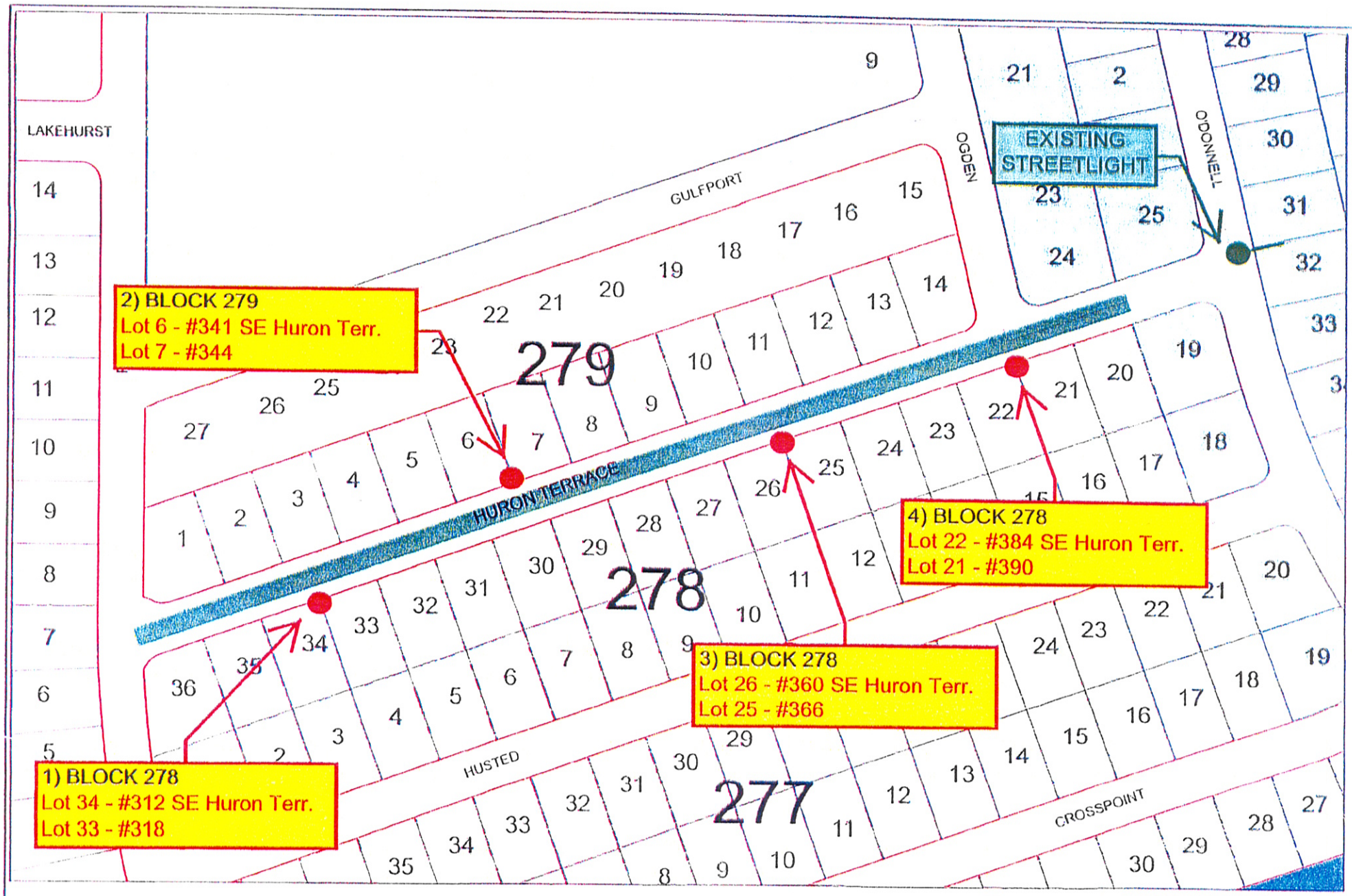
Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations



● = PROPOSED STREETLIGHT
= HOUSE NUMBER
= EXISTING STREETLIGHT

Boundary #463
SE HURON TERRACE
SECTION 24

0 110 220
Feet

Prepared by City of Port St. Lucie
MIS Department
Thursday, December 10, 2015

SLEXHIBIT463

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #463

SE HURON TERRACE
SECTION 24

BLOCK	278	LOTS	20	THRU	36	=	17 LOTS
BLOCK	279	LOTS	1	THRU	14	=	14 LOTS
					TOTAL		31 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9D
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #464 SW Galeti Street

Submittal Date: 1/26/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal B, Responsive to the Community

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

FINANCIAL INFORMATION: The 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #464 SW Galeti Street, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
JAN 26 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: Port St. Lucie Section 7, SW Galeti Street

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

January 25, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #464 SW Galeti Street

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on February 8, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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.

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY LTR 2016

"A City for All Ages"

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: January 15, 2016

Re: Streetlight Layout – SW Galeti Street – Boundary 464

Attached please find a map of the proposed streetlight layout for the following street:

- SW Galeti Street (from Capehart Ave. to Buttercup Ave.) - The proposed layout will provide for **4** new streetlights. The proposed locations for the streetlights are specified below:

    - **Block 1845**
        - ★1) Between 1742 SW Capehart Ave. & 3407 SW Galeti St. (Lots 3 & 4)
        - 2) Between 3425 & 3431 SW Galeti St. (Lots 7 & 8)
        - 3) Between 3449 & 3455 SW Galeti St. (Lots 11 & 12)
        - 4) Between 3473 & 3479 SW Galeti St. (Lots 15 & 16)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

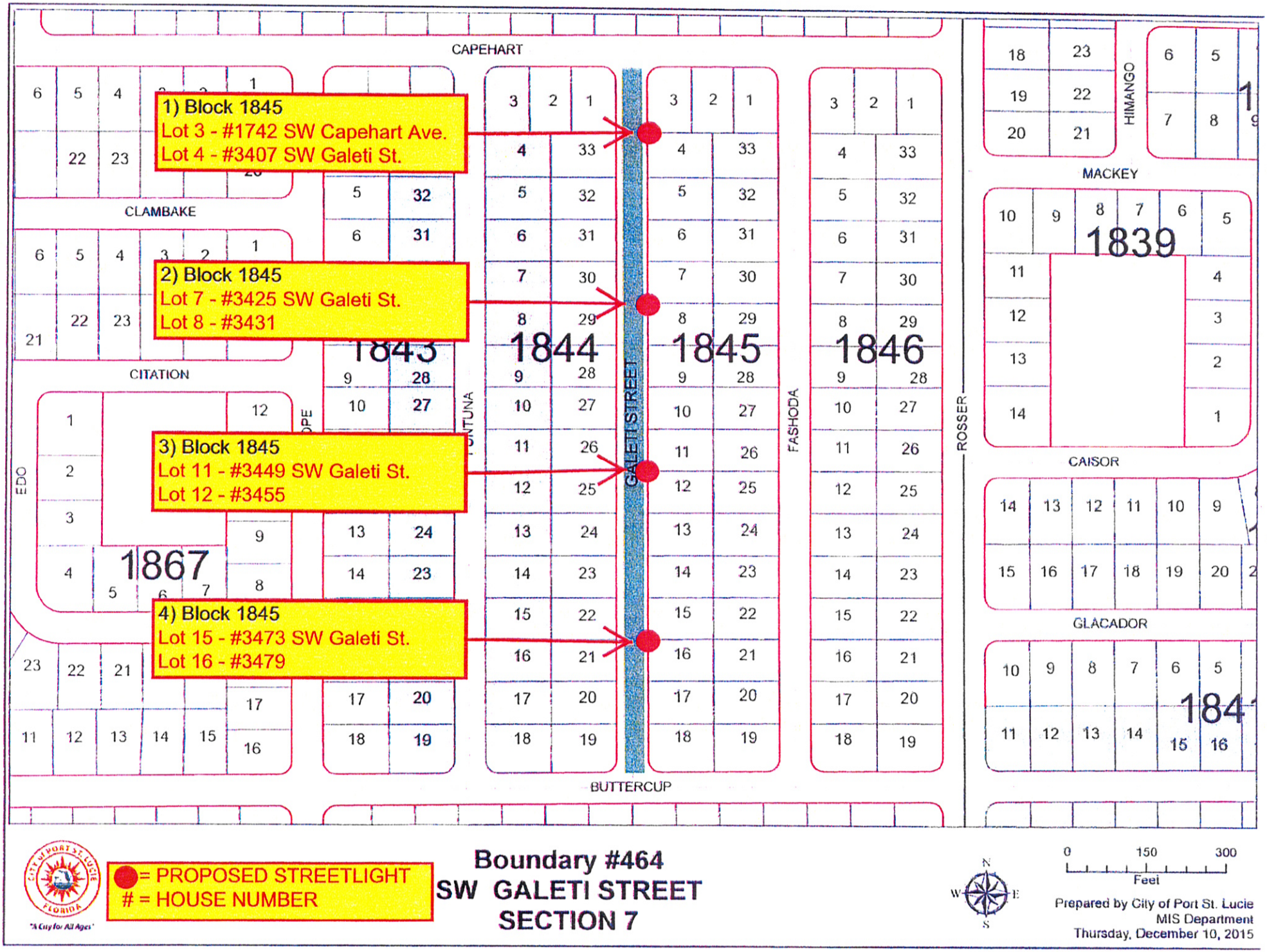
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

T: STREETLIGHTS DISTRICTS-PSL Residential SL Assessment Area SL Assessment Area Galeti St SW 16-01-15 MEM PHILLIPS 464.doc


1) Block 1845
Lot 3 - #1742 SW Capehart Ave.
Lot 4 - #3407 SW Galeti St.
2) Block 1845
Lot 7 - #3425 SW Galeti St.
Lot 8 - #3431
3) Block 1845
Lot 11 - #3449 SW Galeti St.
Lot 12 - #3455
4) Block 1845
Lot 15 - #3473 SW Galeti St.
Lot 16 - #3479
CAPEHART
CLAMBAKE
CITATION
BUTTERCUP
GALETI STREET
FONTUNA
FASHODA
ROSSER
HIMANGO
MACKEY
CAISOR
GLACADOR
EDO
1843
1844
1845
1846
1867
1839
● = PROPOSED STREETLIGHT
= HOUSE NUMBER
Boundary #464
SW GALETI STREET
SECTION 7
0 150 300
Feet
Prepared by City of Port St. Lucie
MIS Department
Thursday, December 10, 2015

SLEXHIBIT464

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #464

SW GALETI STREET
SECTION 7

BLOCK	1844	LOT	1				
	AND	LOTS	19	THRU	33	=	16 LOTS
BLOCK	1845	LOT	3				
	AND	LOTS	4	THRU	18	=	16 LOTS
					TOTAL		32 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 9E
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Karen A. Phillips, City Clerk

Agenda Item: Motion: Public Hearing: Port St. Lucie Residential Street Lighting Assessment Area, Boundary #465 SE Strait Avenue

Submittal Date: 1/26/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principal B, Responsive to the Community

BACKGROUND: Ordinance 07-117 requires a Public Hearing prior to City Council direction to move forward with the requested residential street lighting area election. City Council shall approve the presented boundary or change the boundary, and then authorize the election.

ANALYSIS: Property owners of the approved boundary area will receive a ballot by USPS mail to vote in favor of or against the proposed street lighting area. Only ballots returned will be counted, with 50% + 1 needed for a successful result.

FINANCIAL INFORMATION: The 2015 street lighting assessment rate was $26 yearly per lot. Assessments for successful elections will be placed on the 2016 property owner's tax bill.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request approval of Boundary Area #465 SE Strait Avenue, and authorization to proceed with election by USPS mail, adjusting light locations and/or boundary area, if necessary.

RECEIVED
JAN 26 2016
CITY MANAGER'S OFFICE

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT: Port St. Lucie Section 10, SE Strait Avenue

ATTACHMENTS: Notice of Hearing Letter, Street Light Area Boundary Map, Legal Description of Included Properties

CITY OF PORT ST. LUCIE

CITY CLERK'S OFFICE

A CITY FOR ALL AGES

"A City for All Ages"

January 25, 2016

Dear Property Owner:

Re: Residential Street Lighting Assessment Area
Boundary #465 SE Strait Avenue

The City of Port St. Lucie has received a request from a residential property owner for street lights in your area and a layout map of the proposed street lights has been drawn.

A public hearing on the matter will be held by the City Council on February 8, 2016, at 7:00 p.m., at City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida. You may appear at the meeting and be heard with respect to the proposed lighting layout map and residential street lighting assessment area.

Once the hearing is concluded, an election of property owners will be held by mail since there is an annual assessment once the lights are installed. No lights will be installed unless the election passes by a vote of 50% plus one of the ballots returned by the property owners (one vote per assessment). The annual assessment for fiscal year 2015-2016 is $26 per lot. The assessment fee is determined by the City Council annually at their Summer Retreat.

All mailed notices or ballots provided herein shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service and failure of the owner to receive such notice due to inadvertent mistakes shall not affect the validity of these proceedings.

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.

A copy of the proposed lighting layout map is enclosed. Any written response should refer to the legal description of your property.

Sincerely,

Karen A. Phillips

Karen A. Phillips, CMC
City Clerk
Enc.

FILE NAME: BOUNDARY LTR 2016

CITY OF PORT ST. LUCIE
PUBLIC WORKS DEPARTMENT
Traffic Operations Division

"A City for All Ages"

MEMORANDUM

To: Karen Phillips, Director, City Clerk

From: Yolanda Ruiz, Transportation Technician

Date: January 15, 2016

Re: Streetlight Layout – SE Strait Avenue – Boundary 465

Attached please find a map of the proposed streetlight layout for the following street:

- SE Strait Avenue (from Joy Haven St. to Fairfield St.) - The proposed layout will provide for **5** new streetlights. The proposed locations for the streetlights are specified below:

  - **Block 512**
    - ★1) Between 1737 SE Joy Haven St. & 609 SE Strait Ave. (Lots 1 & 2)
    - 2) Between 625 & 633 SE Strait Ave. (Lots 4 & 5)
  - **Block 513**
    - 3) Between 650 & 658 SE Strait Ave. (Lots 18 & 17)
  - **Block 512**
    - 4) Between 673 & 681 SE Strait Ave. (Lots 10 & 141)
  - **Block 513**
    - 5) Corner of 690 SE Strait Ave. (Lot 13)

★ NOTE: Number corresponds to proposed streetlight location on attached map.

Please be advised the electrical service for the proposed streetlights is located at the rear of the properties. New poles will have to be installed at the front of the properties in order to allow for the streetlight installations.

Any existing streetlight(s) and/or other considerations have been indicated on the map for your convenience.

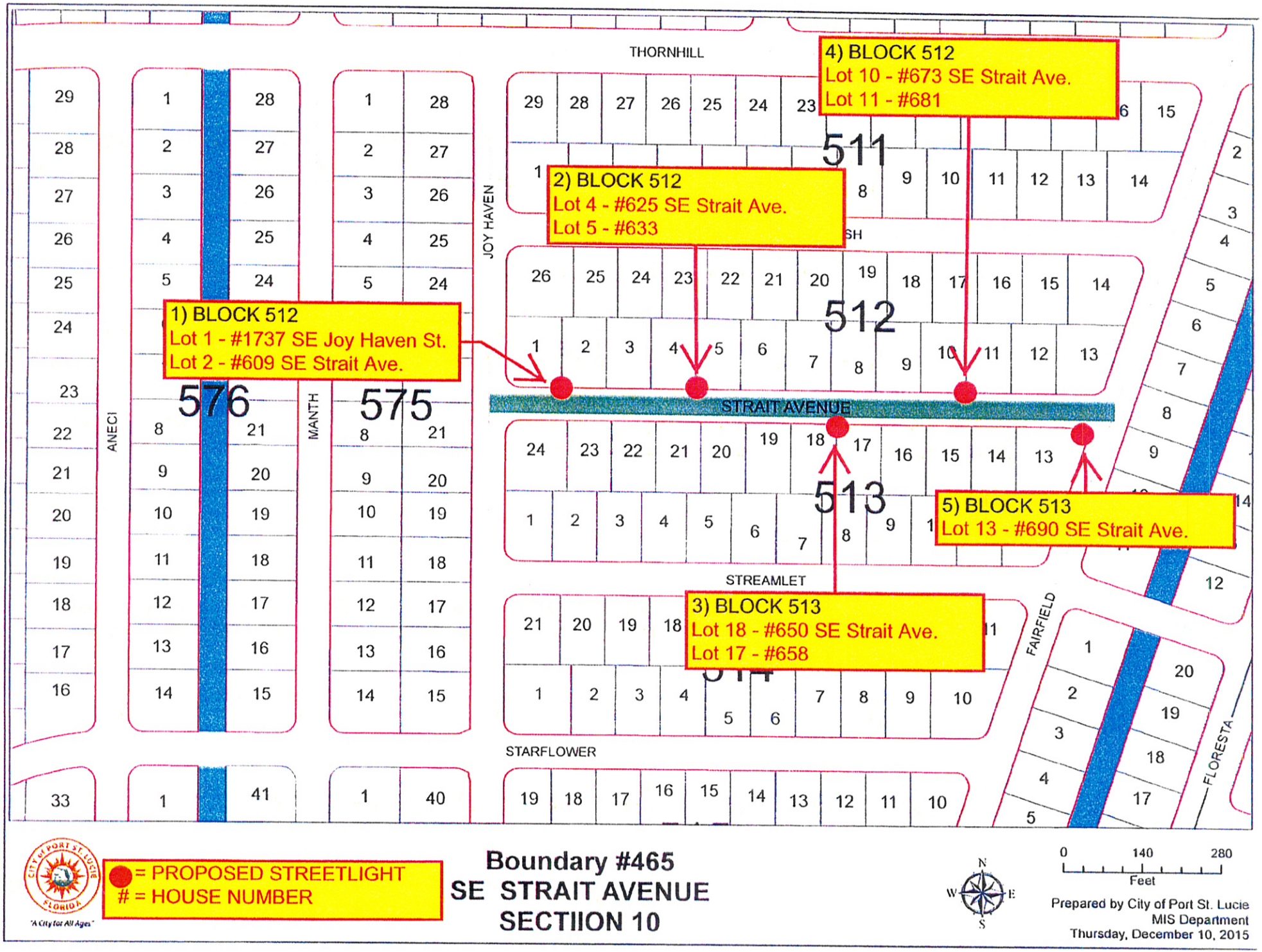
If you have any questions or require additional information, please do not hesitate to contact me at 344-4360.

/ymr

Attachment

cc: James E. Angstadt, P.E. – Public Works Director
Heath Stocton, P.E. – Transportation Engineer
Paul Johnson – Manager, Traffic Operations

T STREETLIGHTS DISTRICTS-PSL Residential SL Assessment Area SL Assessment Area Strait Ave SE 16-01-15 MEM PHILLIPS 465.doc


THORNHILL
4) BLOCK 512
Lot 10 - #673 SE Strait Ave.
Lot 11 - #681
2) BLOCK 512
Lot 4 - #625 SE Strait Ave.
Lot 5 - #633
1) BLOCK 512
Lot 1 - #1737 SE Joy Haven St.
Lot 2 - #609 SE Strait Ave.
5) BLOCK 513
Lot 13 - #690 SE Strait Ave.
3) BLOCK 513
Lot 18 - #650 SE Strait Ave.
Lot 17 - #658
511
512
513
514
576
575
JOY HAVEN
ANECI
MANTH
STRAIT AVENUE
STREAMLET
STARFLOWER
FAIRFIELD
FLORESTA
= PROPOSED STREETLIGHT
= HOUSE NUMBER
"A City for All Ages"
Boundary #465
SE STRAIT AVENUE
SECTIION 10
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140
280
Feet
Prepared by City of Port St. Lucie
MIS Department
Thursday, December 10, 2015

SLEXHIBIT465

EXHIBIT "A"

PORT ST. LUCIE
RESIDENTIAL STREET LIGHTING ASSESSMENT AREA

BOUNDARY #465

SE STRAIT AVENUE
SECTION 10

BLOCK	512	LOTS	1	THRU	13	=	13 LOTS
BLOCK	513	LOTS	13	THRU	24	=	12 LOTS
					TOTAL		25 LOTS

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam E. Booker, City Attorney

FROM: Brennan Keeler, Staff Attorney BK

Agenda Item: Ordinance: AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 1/12/2016 16-07

STRATEGIC PLAN LINK: Goal 2 – Growing Local Economy: Retain and grow existing businesses in Port St. Lucie.

BACKGROUND: A cellular telecommunications tower was constructed at the Tulip Park water retention area by Dynamic Towers, Inc. ("DTI") in 2013. Ownership of the cell tower is being transferred from DTI to SBA Towers IX, LLC ("SBA"). SBA will replace DTI as the Lessee and the City of Port St. Lucie will remain the Lessor.

ANALYSIS: Pursuant to Paragraph 6 of the original Cell Tower Site Lease Agreement (executed September 19, 2013), DTI may assign the Lease with the City's prior written consent. DTI is assigning its entire interest in the Lease to SBA.

The attached Second Amendment to Cell Tower Site Lease Agreement ("Agreement"), if approved, satisfies the condition of prior written consent from the City to DTI, in allowing the requested Lease assignment. In addition to the parties, the Agreement amends the termination language and authorizes SBA to encumber the leasehold interest with a mortgage subordinate to the City's interest. The City remains the Lessor, while the Lessee changes from DTI to SBA. The terms and conditions of the original Lease remain in effect and binding on SBA.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Reviewed by Staff Attorney Brennan Keeler on 1/12/2016.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes (if necessary).

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: Tulip Park – See Attached Map

ATTACHMENTS:

- Ordinance 16-
- Map – Tulip Park
- Exhibit A to Ordinance 16- – Second Amendment to Cell Tower Site Lease Agreement
- Exhibit 1 to Second Amendment to Cell Tower Site Lease Agreement

cc: Charlie Proulx, Finance Dept. – Accountant

RECEIVED

FEB 0 1 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-07

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF PORT ST. LUCIE TO ENTER INTO A SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT BETWEEN THE CITY OF PORT ST. LUCIE, DYNAMIC TOWERS, INC., AND SBA TOWERS IX, LLC; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Manager of the City of Port St. Lucie is hereby authorized and directed to enter into a Second Amendment to Cell Tower Site Lease Agreement between the City of Port St. Lucie, Dynamic Towers, Inc., and SBA Towers IX, LLC, for a telecommunication tower located at Tulip Park; to be substantially in the form of the Second Amendment to Cell Tower Site Lease Agreement attached hereto as Exhibit "A" and incorporated by reference herein.

Section 2. This Ordinance shall become effective ten (10) days after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

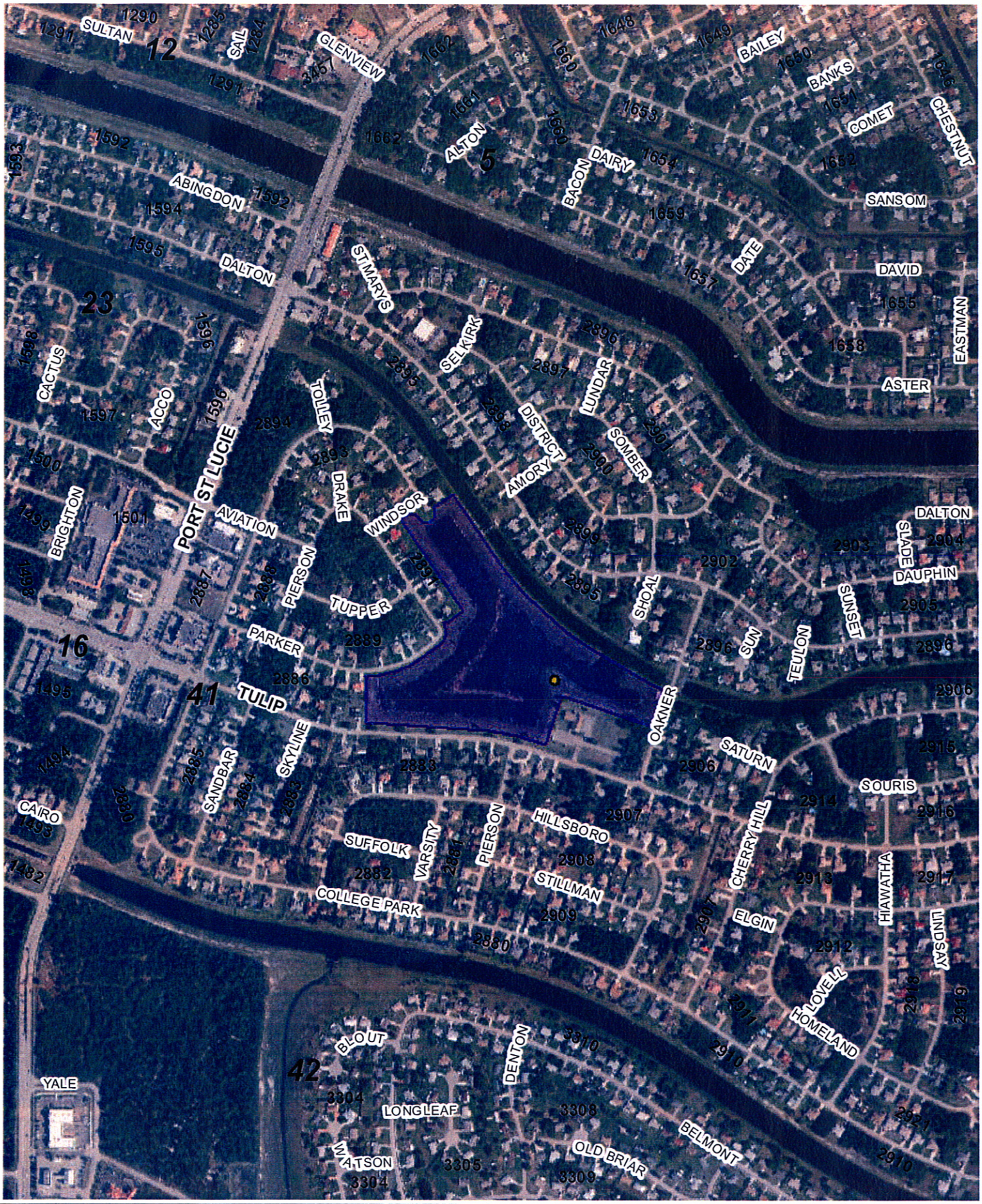
BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney



Tulip Park Cell Tower

Scale: 0 0.05 0.1 0.2 mi

Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/12/2016

Prepared by and return to:
Brennan Keeler, Esq.
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Site Name: Tulip Park
Location: Port St. Lucie, Florida

SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT

THIS SECOND AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT (this "Agreement") is made effective this ___ day of _____, 2016, by and between City of Port St. Lucie, a Florida municipal corporation, with an address of 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984 (hereinafter referred to as "Owner"), and Dynamic Towers, Inc. a Florida limited liability company, with a mailing address of 575 Mercantile Place, Suite 104, Port St. Lucie, Florida 34986 (hereinafter referred to as "Company"), and SBA Towers IX, LLC a Delaware limited liability company, with a mailing address of 8051 Congress Avenue, Boca Raton, Florida 33487 (hereinafter referred to as "SBA").

WITNESSETH:

WHEREAS, Company and Owner are parties to that certain Cell Tower Site Lease Agreement dated September 19, 2013, as amended by that First Amendment to Cell Tower Site Lease Agreement dated September 19, 2013 (collectively, the "Site Lease Agreement"), pursuant to which Company leased from Owner certain real property owned by Owner located in St. Lucie County, Florida and by which Owner granted Company certain access and utility easements (the "Premises");

WHEREAS, Company and SBA entered into a Purchase and Sale Agreement, dated November 23 2015, pursuant to which, among other matters, Company agreed to assign its interest in the Site Lease Agreement to SBA or its assignee.

WHEREAS, Owner, Company and SBA desire to enter into this Agreement to provide for (i) Owner's consent to and acknowledgement of the assignment of the Site Lease Agreement by Company to SBA, as required by the Site Lease Agreement and (ii) the amendment of the Site Lease Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, Owner, Company and SBA agree as follows:

1. **Consent to Assignment.** In accordance with Paragraph 6 of the Site Lease Agreement, Owner hereby consents to the acquisition by SBA (or any affiliate thereof), directly or indirectly, of Company's interest in the Site Lease Agreement.

2. **Estoppel.** "Lessee" shall mean Company prior to the assignment to and assumption by SBA of the Site Lease Agreement, and shall mean SBA after the assignment to and assumption by SBA of the Site Lease Agreement. Owner and Lessee agree as follows:

(a) Lessee is the current tenant under the Site Lease Agreement, and the Site Lease Agreement is in full force and effect, and, as amended hereby, contains the entire agreement between Owner and Lessee with respect to the Premises.

(b) Attached as Exhibit 1 is a true and complete copy of the Site Lease Agreement and all amendments or modifications thereto. The Site Lease Agreement constitutes the entire agreement between Owner and Lessee with respect to the subject matter thereof.

(c) The Site Lease Agreement commenced on September 23, 2013 and will expire in ten (10) years. Lessee has the option to extend the term of the Site Lease Agreement for three (3) additional terms of five (5) years each.

(d) The rent commencement date under the Site Lease Agreement is September 23, 2013. Lessee's annual rent under the Site Lease Agreement is stated in Paragraph 4 of the Site Lease Agreement. Additionally, Lessee pays to Owner additional revenue as set forth in Paragraph 20 of the Site Lease Agreement. Lessee's annual rent and additional revenue are paid on a monthly basis. Rent shall escalate in accordance with Paragraph 4 of the Site Lease Agreement. All rent, additional revenue and other charges due and payable under the Site Lease Agreement have been paid through January 31, 2016.

(e) Lessee shall remit all payments to Owner as set forth in Paragraph 4 of the Site Lease Agreement.

(f) No default exists under the Site Lease Agreement on the part of Lessee, and to Owner's knowledge, no event or condition has occurred or exists which, with notice or the passage of time or both, would constitute a default by Lessee under the Site Lease Agreement.

(g) Owner (i) is the owner of the fee interest in the Premises, (ii) has not assigned any interest in the Site Lease Agreement, and (iii) is not under agreement to or negotiating an agreement to assign its interest in the Site Lease Agreement.

(h) The individual executing this Agreement on behalf of Owner is authorized to do so and has the full power to bind Owner.

3. **Binding Effect.** This Agreement shall be binding on Owner, Company and SBA and their respective successors and assigns.

4. **Paragraph 2 Amendment(s): Initial Term.**

Paragraph 2 of the Site Lease Agreement is hereby amended to delete the second sentence (2nd) thereof and now reads the following:

The initial term of this Lease shall commence on the Rent Start Date (defined in Paragraph 4) and shall continue for a period of ten (10) years. ~~The City has the option to cancel the lease at any time by first providing DTI with One Hundred Twenty (120) days advance written notice of cancellation.~~

5. **Paragraph 12 Amendment(s): Termination.**

Paragraph 12 of the Site Lease Agreement is hereby amended and now reads the following:

DTI may ~~must~~ terminate this Lease with City without further liability only if DTI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility, or if any such approval subsequently is canceled, expires, or is withdrawn or terminated, or if City fails to have proper ownership, or appropriate clear title to the Leased Premises or authority to enter into this Lease. Upon termination, City shall retain all prepaid rent. The City may ~~shall~~ cancel the Lease with One Hundred Twenty (120) days advance written notice without further obligation or liability if City decides, for any reason, to utilize the Leased Premises in a manner inconsistent with the continued use of the Leased Premises by Lessee or if the tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of this lease.

6. **Paragraph 30 Added: Encumbrance of Lessee's Leasehold Interest.**

Paragraph 30 is hereby added to the Site Lease Agreement and reads the following:

(a) The Lessee may from time to time during the initial term of this Site Lease Agreement or any extensions thereof, encumber by mortgage or other security instruments by way of assignment or otherwise, Lessee's interest under this Site Lease Agreement with the written consent of the City Council. Any such encumbrance shall be subordinate and inferior to this Lease; and, shall be an encumbrance or lien only on the Lessee's interest in the Site Lease Agreement and leasehold estate and not on the Owner's fee interest in the property.

(b) The promissory note and other appropriate instrument(s) evidencing such loan shall provide that the indebtedness shall be fully amortized over a period which shall terminate not later than the expiration of the initial term of the Site Lease Agreement.

(c) Lessee shall provide to Lessor any and all appraisals or valuations associated with the mortgage or security instrument.

(d) The lender shall agree to give notice to the Lessor of any default by the Lessee under any such loan and loan agreement, and such default shall be a default in this Site Lease Agreement.

(e) All lenders shall give notice as to their interests to the Lessor by filing a copy of the security agreements or mortgages with the Lessor.

(f) It is specifically understood and agreed that nothing herein shall be construed to require or allow the Lessor to do, perform or cause to act in violation of Article VII, Paragraph 10 of the Florida Constitution. The right to grant a security interest hereunder by the Lessee shall in no way obligate Lessor to pay any obligation of the Lessee. Any lender to Lessee shall have the obligation to perform all agreements, condition and covenants of this Site Lease Agreement in the event of a default by Lessee.

(g) Lender(s) do not acquire any rights greater than those of Lessee under the Site Lease Agreement.

7. **Execution and Counterparts.** To facilitate execution, the parties hereto agree that this Agreement may be executed and telecopied or emailed to the other parties and that the executed telecopy or emailed copy shall be binding and enforceable as an original; provided, however, that, if this document is to be recorded, at least one original signature of Owner and Company shall be provided to SBA for recordation purposes. This Agreement may be executed in as many counterparts as many be required and it shall not be necessary that the signature of, or on behalf of, each party, or that the signatures of all persons required to bind any party, appear on each counterpart; it shall be sufficient that the signature of, or on behalf of, each party, or that the signatures of the persons required to bind any party, appear on one of more of such counterparts.

[REMAINDER OF PAGE LEFT BLANK INTENTIONALLY;
SIGNATURE PAGES BEGIN ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Cell Tower Site Lease Agreement to be duly and effective as of the date first above written.

Signed in the presence of:

_____
Print Name:_____

_____
Print Name:_____

OWNER:

The City of Port St. Lucie
a Florida municipal corporation

By:_____
Name:_____
Its:_____

State of Florida
County of St. Lucie

On this, the ___ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared_____, who acknowledged himself/herself to be the _____of the City of Port St. Lucie a municipal corporation, and that he/she as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Cell Tower Site Lease Agreement to be duly and effective as of the date first above written.

Signed in the presence of:

_____

Print Name:_____

_____

Print Name:_____

COMPANY:

Dynamic Towers, Inc., a Florida corporation

By:_____

Name: Kevin T. Aycock

Its: President

State of Florida
County of St. Lucie

On this, the ___ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared Kevin T. Aycock, who acknowledged himself to be the President of Dynamic Towers, Inc. a Florida corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

_____

Notary Public, State of Florida

Print Name:_____

Commission No.:_____

My Commission Expires:_____

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Cell Tower Site Lease Agreement to be duly and effective as of the date first above written.

Signed in the presence of:

_____
Print Name:_____

_____
Print Name:_____

SBA:

SBA Towers IX, LLC a Delaware Limited Liability Company

By:_____
Name: Neil Seidman
Its: Senior Vice President

State of Florida
County of Palm Beach

On this, the ___ day of _____, 2016, before me, a Notary Public, the undersigned officer, personally appeared Neil Seidman, who acknowledged himself to be the Senior Vice President of SBA Towers IX, LLC, a Delaware limited liability company, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposed therein contained.

(AFFIX NOTARY SEAL)

_____
Notary Public, State of Florida
Print Name:_____
Commission No.:_____
My Commission Expires:_____

Prepared by and return to:
Stefanie A. Beskovoyne
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

CELL TOWER SITE LEASE AGREEMENT

THIS SITE LEASE AGREEMENT ("Lease") made on this 19 day of September, 2013, between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (hereinafter referred to as "CITY"), and DYNAMIC TOWERS INC., a Florida corporation, (hereinafter referred to as "DTI").

WITNESSETH

That CITY, for and in consideration of the restrictions and covenants herein contained, hereby leases to DTI and DTI hereby agrees to lease from CITY certain Lease Premises located within TRACT "A'", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. The leased premises ("the Lease Premises), is more particularly described as follows:

A PARCEL OF LAND BEING A PORTION OF TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, AS RECORDED IN PLAT BOOK 24, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHEAST CORNER OF SAID TRACT "A";
THENCE ON A PLAT BEARING OF N72°00'00"W ALONG THE SOUTH LINE OF SAID TRACT "A", A DISTANCE OF 10.00 FEET;
THENCE CONTINUE N72°00'00"W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET;
THENCE N18°00'00"E A DISTANCE OF 283.13 FEET;
THENCE N27°00'00"W A DISTANCE OF 6.57 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUE N27°00'00"W A DISTANCE OF 100.00 FEET;
THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;
THENCE S27°00'00"E A DISTANCE OF 100.00 FEET;
THENCE S63°00'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;
SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

IT IS FURTHER MUTUALLY UNDERSTOOD:

1. Leased Premises and Permitted Uses

CITY hereby leases to DTI the Lease Premises, a portion of the Tulip Boulevard Public Works Lease Premises (the entirety of CITY's property is hereinafter referred to as the "Land"), which is more specifically described above, together with a non-exclusive easement (the "Easement") over, under and across the Land for (i) reasonable access to the Lease Premises extending from the nearest public right-of-way and located in public right of way (not inside the compound) utility easements (the Lease Premises and Easement are hereinafter collectively referred to as the "Lease Premises"), comprised of a 150' monopole tower, and uses incidental thereto. DTI will use the Lease Premises in a manner that will not unreasonably disturb the quiet use and enjoyment of the City's Public Works Department and neighboring community. If DTI breaches this covenant, DTI is subject to Section 13 of the Lease.

DTI, at its expense, shall survey said Lease Premises which is legally described on said survey on Exhibit A, attached hereto and made a part hereof, and shall control in the event of discrepancies between it and the above legal description. However, DTI shall provide at least a forty-eight (48) hour advance, by written notice or e-mail transmission to the CITY'S Public Works Department for coordination and approval in the CITY'S sole discretion of any proposed use or disturbance of the non-leased adjoining and adjacent lands.

2. Initial Term

The initial term of this Lease shall commence on the Rent Start Date (defined in Section 4) and shall continue for a period of ten (10) years. The City has the option to cancel the lease at any time by first providing DTI with One Hundred Twenty (120) days advance written notice of cancellation.

3. Renewal Terms

This Lease shall automatically renew for three (3) five-year terms (each being a "Renewal Term"), unless either party provides written notice, by certified mail, at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term, of its intention not to renew this Lease.

4. Rent

The first year's annual rent shall be EIGHTEEN THOUSAND DOLLARS AND NO CENTS ($18,000.00) and payable in advance in equally monthly installments ($1,500.00 /month), beginning on the Rent Start Date and due and payable on the first day of each month thereafter. The "Rent Start Date" shall be the date this Lease is fully executed. Lease must be

fully executed within sixty (60) days of City Council approval. Rent payments shall be sent to:

City of Port St. Lucie
Attn: Finance Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984

or at such other place and to such other person as the CITY may from time to time designate in writing.

During the Initial Term and each Renewal Term, annual rent shall be increased on each anniversary by an amount equal to four percent (4%) of the annual rent for the previous year.

5. Title and Quite Possession.

CITY represents and agrees that (i) it is the owner of the leased premises; (ii) it has the right to enter into this Lease; (iii) the person signing this Lease has the authority to sign on behalf of the CITY; (iv) DTI is entitled to access the Lease Premises at all times and to the quiet possession of the Lease Premises throughout the Initial Term and each Renewal Term so long as DTI is not in default beyond the expiration of any cure period; (v) DTI will maintain the Lease Premises, in good condition, reasonable wear and tear excepted; and (vi) there are no other liens, judgments or impediments of title on the Lease Premises or affecting CITY's title to the same and that there are no covenants, easements, restrictions or agreements binding on CITY or the Lease Premises which prevent DTI's permitted use of the Lease Premises. DTI's access to the Lease Premises "at all times" means that DTI's access shall be seven (7) days a week, twenty-four (24) hours a day, three hundred sixty-five (365) days a year.

6. Assignment and Subleasing

DTI will not assign or transfer this Lease without the prior written consent of CITY. However, DTI may assign this Lease (with CITY's prior written consent) to DTI's principal(s), affiliates, or any subsidiary of DTI, its principal(s) or affiliates, to any entity that acquires all or substantially all of DTI's assets in the market defined by the Federal Communications Commission by reason of a merger, acquisition or other business reorganization. DTI may sublet the Lease Premises without CITY's prior written consent but shall remain as the Lessee and fully liable to CITY under this Lease.

7. Notices

All notices must be in writing and are effective when deposited in the U.S. Mail, sent certified (return receipt requested) and postage prepaid, or when sent via overnight delivery, to the address set forth below, or as otherwise provided by law.

CITY: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
Attn: City Manager

With copy to: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Attn: City Attorney

With copy to: Public Works Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd, #B
Port St. Lucie, FL 34984
Attn: Public Works Director

DTI: Dynamic Towers Inc.
575 NW Mercantile Place #104
Port St. Lucie, FL 34986
Attn: Kevin T. Aycock, President

8. Improvements

DTI shall, at DTI's expense, make such improvements on the Lease Premises, as it deems necessary from time to time for the operation of the Facility, including the right to replace, repair, add or otherwise modify its equipment or any portion thereof, whether the equipment is specified or not on any exhibit attached hereto, during the term of this Lease. A security fence consisting of chain link construction or similar but comparable construction will be placed around the perimeter of the Lease Premises at the expense of DTI. DTI will also provide and install public awareness signage concerning the Leased Premises usage and contact information. Such signage content will be provided to the CITY'S Public Works Department for review and approval and shall be in compliance with any and all applicable federal, state and local requirements. CITY agrees to cooperate with DTI with respect to obtaining any required zoning approvals and other governmental permits for the cell tower site and such improvements.

Within ninety (90) days after termination or expiration of this Lease, DTI will remove its equipment and improvements (excluding footings, landscaping or plant life) and will restore the Lease Premises to the condition existing on the commencement of this Lease, except for ordinary wear and tear and improvements made at the City's request. CITY agrees and acknowledges that all of the equipment, fixtures and personal property of DTI shall remain the personal property of DTI and DTI shall have the right to remove the same, whether or not said items are considered fixtures and attachments to real property under applicable law. If such

time for removal causes DTI to remain on the Lease Premises after termination of this Lease, DTI shall pay rent at the then existing monthly rate or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of its equipment and improvements and all personal property is completed.

DTI acknowledges that it may be necessary to remove and replace the landscape and fencing on the Lease Premises in the future due to the existing ground conditions. DTI agrees to pay for the cost of any removal and replacement of the landscape and fencing on the Lease Premises at the sole discretion of the CITY.

9. Compliance with Laws

DTI will comply with all applicable laws relating to its possession and use of the Lease Premises, including, without limitation, posting requirements of the Federal Communications Commission.

10. Removal

Any obsolete or unused tower shall be removed after twelve (12) months of non-use. A removal bond irrevocable letter of credit equal to the following shall be required prior to obtaining final site development permits

1. Towers up to 150 feet in height = $15,000
2. Towers 151 to 200 feet in height = $20,000

11. Interference

DTI will cure technical interference problems with other equipment located on the Lease Premises prior to the effective date of this Lease or any equipment to that becomes attached to the Land at any future date when DTI desires to add additional equipment to equipment. CITY and DTI acknowledge that there will not be an adequate remedy at law for non-compliance with the provisions of this paragraph and therefore, DTI shall have the right to specifically enforce the provisions of this paragraph in a court of competent jurisdiction.

12. Termination

DTI must terminate this Lease to CITY without further liability only if DTI does not obtain all permits or other approvals (collectively "approval") required from any governmental authority or any easements required from any third party to operate the Facility, or if any such approval subsequently is canceled, expires or is withdrawn or terminated, or if CITY fails to have proper ownership, or appropriate clear title to the Lease Premises or authority to enter into this Lease. Upon termination, CITY shall retain all prepaid rent. The City shall cancel the Lease without further obligation or liability if the tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of

this Lease.

13. Default

If either party is in default under this Lease for a period of (i) twenty (20) days following receipt of written notice from the non-defaulting party with respect to a default which may be cured solely by the payment of money, or (ii) thirty (30) days following receipt of written notice from the non-defaulting party with respect to a default which may not be cured solely by the payment of money, then, the non-defaulting party may pursue any remedies available to it against the defaulting party under applicable law, including, but not limited to, the right to terminate this Lease. If the non-monetary default may not reasonably be cured within a thirty (30) day period, this Lease may not be terminated if the defaulting party commences action to cure the default within such thirty (30) day period and proceeds with due diligence to fully cure the default.

Notwithstanding anything in this Lease to the contrary, in the event of a default by CITY which results in DTI being unable to operate the Facility for a period of time exceeding CITY's initial thirty (30) day cure period, the rent shall abate for the period of time after expiration of the initial thirty (30) day cure period until the earlier of such date as CITY has cured the non-monetary default or DTI is able to continue operating the Facility; provided, further, that if DTI is unable to operate the Facility for more than ninety (90) days, DTI shall have the right to immediately terminate this Lease. Any such notice of termination shall cause this Lease to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

14. Hazardous Substances

DTI shall not introduce or use any such substance on the Lease Premises in violation of any applicable law.

15. Insurance

DTI will maintain commercial general liability and Leased Premises liability insurance with minimum liability limits of not less than ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00) for injury to or death of one or more persons in any one occurrence and not less than ONE MILLION DOLLARS AND NO CENTS ($1,000,000.00) for damage or destruction of property in any one occurrence, with not less than THREE MILLION DOLLARS AND NO CENTS ($3,000,000.00) general aggregate insurance coverage. The coverage shall also include products and completed operations and shall be primary. All such insurance policies

shall by issued by companies approved by the CITY and licensed to do business in the State of Florida and all such policies shall contain a provision whereby the policy is endorsed to the CITY so the policy cannot be canceled or modified unless the CITY is given at least thirty (30) days prior written notice of such nonrenewal, cancellation or modification of coverage. DTI shall provide the CITY certificates showing such insurance to be in place and showing the "City of Port St. Lucie" as an additional insured under the policies. Waiver of subrogation is to be provided in favor of the City.

If a contractor or subcontractor is hired to perform repairs, renovations or other improvements or any type of construction at the leased premises, said contractor must provide proof of at least equivalent coverage including providing the additional insured status to the City including completed operations coverage under general liability.

DTI shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement and any extension or renewal thereof. If insurance certificates are scheduled to expire during the term of this Lease Agreement, DTI shall be responsible for submitting new or renewed insurance certificates to the CITY at a minimum of thirty (30) days in advance of such expiration.

16. Indemnification and Hold Harmless

DTI shall indemnify and hold harmless the CITY and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the CITY or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Lease Agreement by DTI or its employees, agents, servants, partners, principals, subcontractors, guests, invitees, licensees, or assignees. DTI shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the CITY, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The indemnities provided by DTI under this Lease Agreement will not extend or apply to any claims, damages, suits or actions caused by or resulting from the sole negligence or willful misconduct of the CITY, or its officers, employees, agents, contractors, or instrumentalities. DTI expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by DTI shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CITY or its officers, employees, agents and instrumentalities as herein provided.

17. Taxes

DTI shall be responsible for making any necessary returns for and paying any and all Lease Premises taxes separately levied or assessed against its improvements on the Ground Space. DTI shall reimburse the CITY, as additional rent, any documented increases in real estate taxes levied against the Lease Premises which are directly attributable to the improvements constructed by DTI and are not separately levied or assessed against DTI's improvements by the taxing authority. CITY shall provide to DTI a copy of any notice, assessment or billing relating to real estate taxes for which DTI is responsible under this Lease within thirty (30) days of receipt of the same by CITY. DTI shall have no obligation to make payment of any real estate taxes until DTI has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. DTI shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which DTI is wholly or partly responsible for payment under this Lease. CITY shall reasonably cooperate with DTI in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

18. Recording

CITY and DTI agree that this Lease Agreement will be recorded in the appropriate office of St. Lucie County. DTI shall be responsible for the recording costs.

19. Title Insurance

DTI, at DTI's option and expense, may obtain title insurance on the Leased Premises. CITY shall cooperate with DTI's efforts to obtain a title insurance policy by executing documents, or at DTI's expense, obtain requested documentation as required by the title insurance company. At DTI's option, should the CITY fail to provide requested documentation within thirty (30) days of CITY's receipt of DTI's written request, or fail to provide the Non-Disturbance instruments(s) are received, or if title is found to be defective and CITY has failed to cure the defects within a reasonable period, DTI may cancel this Lease. Any such notice of termination shall cause this Lease Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Lease and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Lease.

20. Co-Location

DTI shall design the 150' monopole tower structure and facility to allow for at least three (3) other telecommunications providers. The availability of the tower shall be subject to the structural limitations as may be imposed by current and future regulations. DTI shall pay to City twenty-five percent (25%) of all rental revenues received from any co-locator. DTI shall provide copies of all co-locate agreements to the City of Port St. Lucie for verification of co-locate revenue share due to the City. Said agreements shall be provided prior to pulling a building permit for the additional provider. Failure to provide said documentation at any time during the lease term shall constitute a default. DTI shall be entitled to recoup from any co-locator, a pro rata share of the capital cost of construction of the tower. The City shall not share this capital contribution. City acknowledges and agrees that the continuity of DTI's services is of paramount importance. City at all times shall exercise the greatest care and judgment to prevent damage to DTI's services. City agrees that DTI may cause its engineers to verify by frequency search that the proposed additional provider will not interfere with the radiating or receiving facilities of DTI.

21. Sale of Land

If CITY should, at any time during the term of this Lease Agreement, decide to sell all of its Land, which includes the Lease Premises, to a purchaser other than DTI, such sale shall be under and subject to this Lease and DTI's rights hereunder, unless both parties agree to terminate the Lease.

22. Casualty

If DTI's Facility or improvements are damaged or destroyed by fire or other casualty, DTI shall not be required to repair or replace the Facility or any of DTI's improvements made by DTI. DTI shall not be required to expend funds for repairs that are more than fifty-percent (50%) of the replacement value of the Facility or any improvements.

Additionally, if completion of the repairs is not possible within forty-five (45) days following the date of the damage or destruction, DTI may terminate this Lease by giving thirty (30) days written notice to CITY. Termination shall be effective at expiration of 30 days period after such notice is given. Upon such termination, this Lease shall become null and void and CITY and DTI shall have no other further obligations to each other, other than DTI's obligation to remove DTI's property as hereinafter provided.

23. Inspections

CITY shall permit DTI or DTI's employees, agents and contractors access to the Lease Premises to conduct inspections on the Lease Premises (including Phase I and Phase II audits),

radio frequency tests and such other tests, investigations and similar activities as DTI may deem necessary, at the sole cost of DTI.

The scope, sequence and timing of the inspections shall be at the sole discretion of DTI. DTI shall provide a minimum of 48 hours written notification to CITY and Public Works Director, or his designee. The inspections may be commenced during normal business hours, for the duration of the Lease. DTI and its employees, agents and contractors shall have the right to bring the necessary vehicles and equipment onto the Lease Premises for any investigations and similar activities.

DTI shall indemnify and hold CITY harmless against any loss of damage for personal injury or physical damage to the Lease Premises, CITY's surrounding property or the property of third parties. DTI shall furnish to CITY copies of the environmental findings.

DTI at its expense shall restore the Land to its original condition for any changes caused by said testing excluding normal wear and tear.

24. Enforcement

DTI is responsible for any damage to the Utility, its facility, equipment and personnel, and all rights and remedies of the CITY under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to CITY under applicable law.

25. Holdover

If DTI, with the consent of the CITY, remains in possession of the demised premises after the expiration of the term of this Lease Agreement or any Renewal Terms and if the CITY and DTI have not executed an express written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental fee of the current rent, and such payments shall be made as herein provided. In the event of such holding over, all of the terms of this Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in full force and effect on said month to month basis.

26. Governing Law

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida and venue of any proceedings hereunder shall be in a court of proper jurisdiction in St. Lucie County, Florida.

27. Additional Provisions

(a) Successors in Interest

This Lease applies to and binds the heirs, successors, executors, administrators and assigns of the parties to this Lease.

(b) Mechanic's, Material men's and Other Liens

DTI agrees that it will not permit any mechanic's, material men's, or other liens to stand against the City premises for work or materials furnished to DTI. DTI shall immediately pay any judgment or decree rendered against DTI, with all proper costs and charges, and shall cause any such lien to be released off record without cost to the CITY.

(c) Permits, Regulations & Special Assessments

DTI covenants and agrees that during the term of this Lease Agreement DTI will obtain any and all necessary permits and approvals and that all uses of the City premises will be in conformance with all applicable laws, including all applicable zoning regulations.

DTI shall pay any and all charges, taxes, or assessments levied against the demised premises and failure to do so will constitute a breach of this Lease Agreement.

(d) Force Majeure

DTI and the CITY shall be excused for the period of any delay due to an "Act of God" and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants and conditions of this Lease Agreement when prevented from so doing by cause or causes beyond DTI's or the CITY's control, excluding filing of bankruptcy, which shall include, but not limited to, all labor disputes, governmental regulations or controls, fire, hurricane or other casualty, acts of God, or any other cause.

(e) If any provision of this Lease is held invalid or unenforceable with respect to any party, the remainder of this Lease or the application of such provision to persons other than those as to when it is held invalid or unenforceable, will not be affected and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

(f) The failure of either party to insist upon strict performance of any of the terms or conditions of this Lease or to exercise any of its rights under the Lease shall not waive such rights and such party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Lease, either in law or in equity.

28. Equipment on Lease Premises

DTI may stack equipment within the Lease Premises; however, in no case may any equipment exceed the height of the landscape buffer that surrounds the Lease Premises.

29. Written Agreement

This Site Lease Agreement contains the entire agreement between the parties, and it may be amended or modified only by ordinance adopted by the City Council.

IN WITNESS WHEREOF, the CITY and DTI have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness

Robin F. Hampl
Print Name

Witness

Betty Bollinger
Print Name

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jeff Bremer, Interim City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 19 day of September 2013, by Jeffrey Bremer, **as Interim City Manager of the City of Port St. Lucie, a Florida municipal corporation**, on behalf of the City of Port St. Lucie. ☑ He is personally known to me or ☐ has produced _____ as identification.

BETTY BOLLINGER
Notary Public, State of Florida
My Comm. Expires Jan. 11, 2014
Commission No. DD 942023

Notary Public

Betty Bollinger
(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

My Commission expires 1-14-2014

APPROVED AS TO FORM
AND CORRECTNESS

Stefanie A. Beskovoyne, Assistant City Attorney

Signed, sealed and delivered
in the presence of:

DYNAMIC TOWERS INC., a Florida corporation

Witness
Print Name: Bryan Loveland

By: Kevin T. Aycock
Kevin T. Aycock, President

Witness
Print Name: BRYAN BESADE

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 23rd day of September, 2013, by Kevin T. Aycock **as President of Dynamic Towers Inc., a Florida corporation.** (X) He is personally known to me or □ has produced _____ as identification.

Notary Public State of Florida
Aaron L Lockwood
My Commission EE009557
Expires 09/26/2014

Notary Public

Aaron L. Lockwood
(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

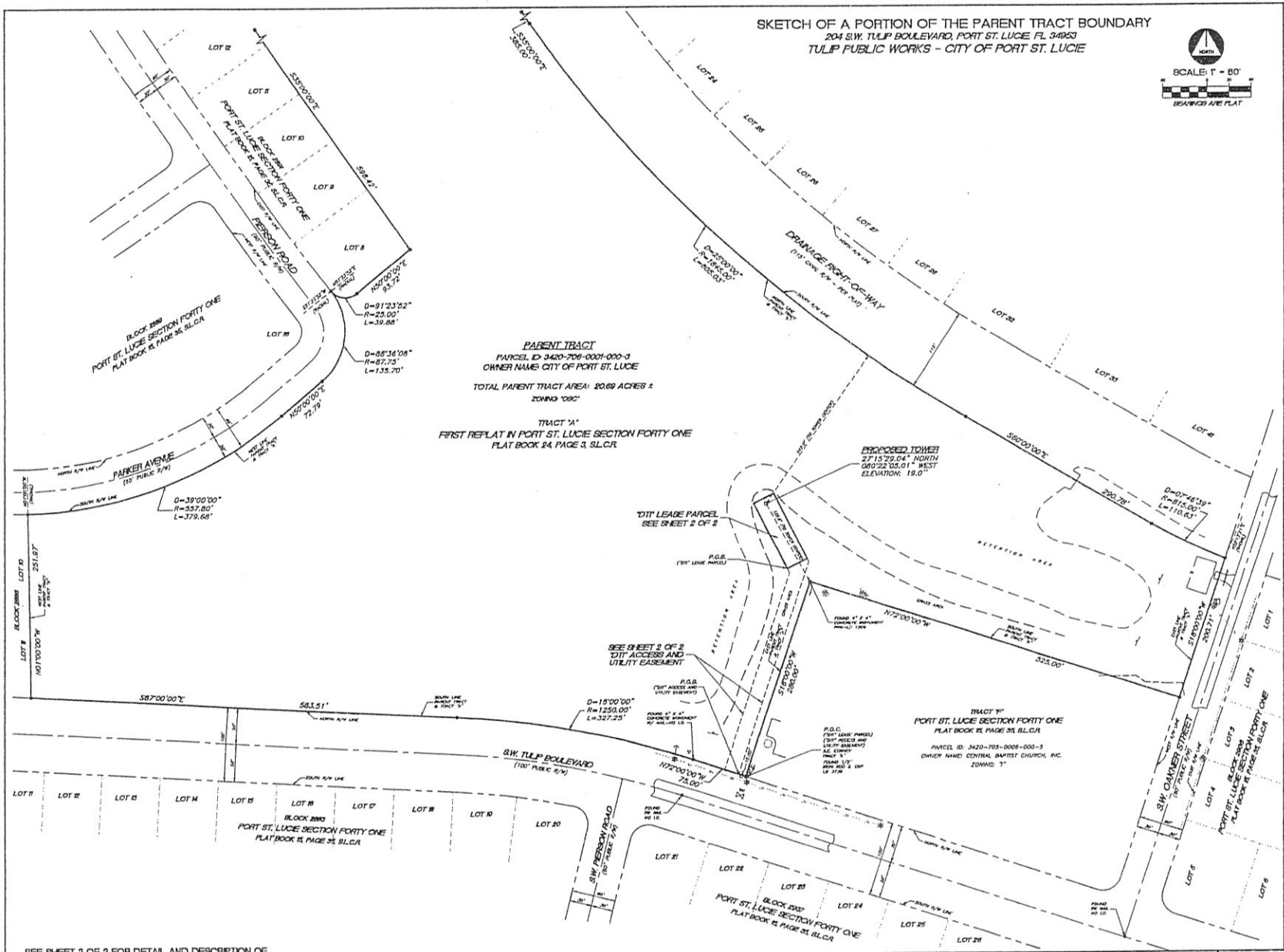
My Commission expires 09/26/2014

EXHIBIT "A"

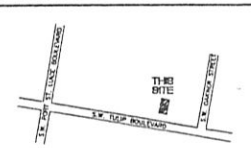
SKETCH OF A PORTION OF THE PARENT TRACT BOUNDARY

204 S.W. TULIP BOULEVARD, PORT ST. LUCIE, FL 34953

TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE



TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE



LOCATION SKETCH
SECTION 01 & 12-37S-40E
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT	19.25	SPOT ELEVATION
P.O.B.	POINT OF BEGINNING	✱	WOOD UTILITY LIGHT POLE
S.L.C.R.	ST. LUCIE COUNTY RECORDS	☐	TELCO SERVICE
ELEV.	ELEVATION	◈	WOOD UTILITY POLE
W/	WITH	⊸	STREET SIGN
L.B.	LICENSED BUSINESS	⊸	GUY ANCHOR WIRE
R/W	RIGHT-OF-WAY	⊸	WATER METER
E/P	EDGE OF PAVEMENT	⋈	WATER VALVE
O.R.	OFFICIAL RECORD	✳	CABBAGE PALM TREE
"DTI"	DYNAMIC TOWERS INC.	✳	PINE TREE
D	DELTA (CENTRAL ANGLE)	◯	OAK TREE
R	RADIUS		
L	ARC LENGTH		
— w — w —	OVERHEAD UTILITY		
— X — X —	FENCE (TYPE NOTED)		

PROPOSED TOWER INFORMATION

LATITUDE = 27°15'29.04" NORTH
LONGITUDE = 080°22'05.01" WEST
NORTH AMERICAN DATUM OF 1983/2007 (NAD 83/07)

EXISTING AVERAGE GROUND ELEVATION AT TOWER = 19.0 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

DESCRIPTION OF PARENT TRACT

TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

REPORT OF BOUNDARY AND TOPOGRAPHIC SURVEY

1. THE PARENT TRACT SHOWN HEREON IS BASED ON A SEARCH CONDUCTED BY WSP CONSULTANTS, INC. OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
2. THIS IS NOT INTENDED TO REFLECT A BOUNDARY SURVEY OF THE PARENT TRACT. UNLESS OTHERWISE NOTED HEREON RECORD AND MEASURED VALUES ARE IN SUBSTANTIAL AGREEMENT.
3. THE PURPOSE OF THIS SURVEY IS TO LOCATE THE EXISTING CELLULAR COMMUNICATIONS EQUIPMENT AND TOWER LEASE COMPOUND WITHIN THE PARENT TRACT.
4. THIS SURVEY IS CLASSIFIED AS COMMERCIAL/HIGH RISK AND EXCEEDS THE MINIMUM RELATIVE DISTANCE ACCURACY OF 1 FOOT IN 10,000 FEET AS REQUIRED BY THE FLORIDA TECHNICAL STANDARDS (5J-17 F.A.C.)
THE ACCURACY OBTAINED BY MEASUREMENT AND CALCULATION OF A CLOSED GEOMETRIC FIGURE WAS FOUND TO EXCEED THAT REQUIREMENT.
5. THE HORIZONTAL FEATURES SHOWN HEREON ARE PLOTTED TO WITHIN 1/20 OF THE MAP SCALE.
6. HORIZONTAL AND VERTICAL DATA SHOWN HEREON WAS OBTAINED UTILIZING A "LEICA TCRA 1105" TOTAL STATION AND "ALLEGRO CE CARLSON" DATA COLLECTION SYSTEM.
7. ELEVATIONS OF WELL-DEFINED FEATURES CONTAINED IN THIS SURVEY AND MAP HAVE BEEN MEASURED TO AN ESTIMATED VERTICAL ACCURACY OF 0.1'.
8. HORIZONTAL FEATURE LOCATION IS TO THE CENTER OF THE SYMBOL AND MAY BE CHANGED FOR CLARITY.
9. UNDISPLAYED FOUNDATIONS AND/OR UTILITIES HAVE NOT BEEN LOCATED.
10. FLOOD ZONE INFORMATION SHOWN HEREON WAS OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM).
11. THE ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AND ARE REFERENCED TO NGS CONTROL POINT:
"BS 85 A18", PID #AF7187 ELEVATION 31.81 FTG
12. THE VALUES FOR THE LATITUDE, LONGITUDE AND ELEVATIONS SHOWN HEREON ARE WITHIN THE ALLOWABLE TOLERANCES FOR THE FEDERAL AVIATION ADMINISTRATION 1-A LETTER.
13. THE LATITUDE AND LONGITUDE SHOWN HEREON WERE OBTAINED UTILIZING THE FOLLOWING NGS CONTROL POINT: "BS 85 A18", PID #AF7187
THIS SURVEY CONTROL POINT HAS A PUBLISHED VALUE RELATIVE TO THE NORTH AMERICAN DATUM OF 1983/2007 (NAD83/07), AS PROJECTED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM (EAST ZONE).
THE MEASUREMENTS WERE OBTAINED UTILIZING "SOKKIA STRATUS" GPS RECEIVERS AND POST-PROCESSED WITH SOKKIA SPECTRUM SOFTWARE.
"BS 85 A18" 1,045,833.15 N 843,855.95 E
14. THE DYNAMIC TOWERS LEASE PARCEL SHOWN IN THIS SURVEY LIES ENTIRELY WITHIN THE DESCRIBED PARENT PARCEL.
15. THE DYNAMIC TOWERS ACCESS & UTILITY EASEMENT DEPICTED HEREON PROVIDES ACCESS DYNAMIC CONSTRUCTION LEASE PARCEL TO THE THE PUBLIC RIGHT-OF-WAY OF VILLAGE PARKWAY.

CERTIFIED TO:
DYNAMIC TOWER, INC., ITS AFFILIATES,
SUBSIDIARIES AND LENDERS

CERTIFICATE

I, WILLIAM S. PAYNE, DO HEREBY STATE THAT THIS MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS PERFORMED UNDER MY DIRECT SUPERVISION AND IS ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER STATE THAT THIS MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY WAS COMPLETED IN ACCORDANCE WITH THE TECHNICAL STANDARDS FOR SURVEYING AND MAPPING STATED IN RULE 5J-17 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO FLORIDA STATUTES CHAPTER 472.027.

WILLIAM S. PAYNE
PROFESSIONAL SURVEYOR AND MAPPER FLS 3960
WSP CONSULTANTS, INC. LB 7188
STATE OF FLORIDA

SEE SHEET 2 OF 2 FOR DETAIL AND DESCRIPTION OF DYNAMIC TOWERS, INC. LEASE PARCEL
DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV.
120287	0290	F	08/19/91	X	N/A	N/A

SURVEY DATE:	09/09/10
DRAWN:	WSP
CHECKED:	WSP
MANAGER:	WSP
DWG FILE:	10-1054.DWG
JOB FILE:	

No.	DATE	REVISION	BY

WSP Consultants, Inc.
SURVEYORS & MAPPERS
19906 1ST STREET S.W., LUTZ, FL 33548
PHONE (813) 909-8480
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION LB 7188, STATE OF FLORIDA

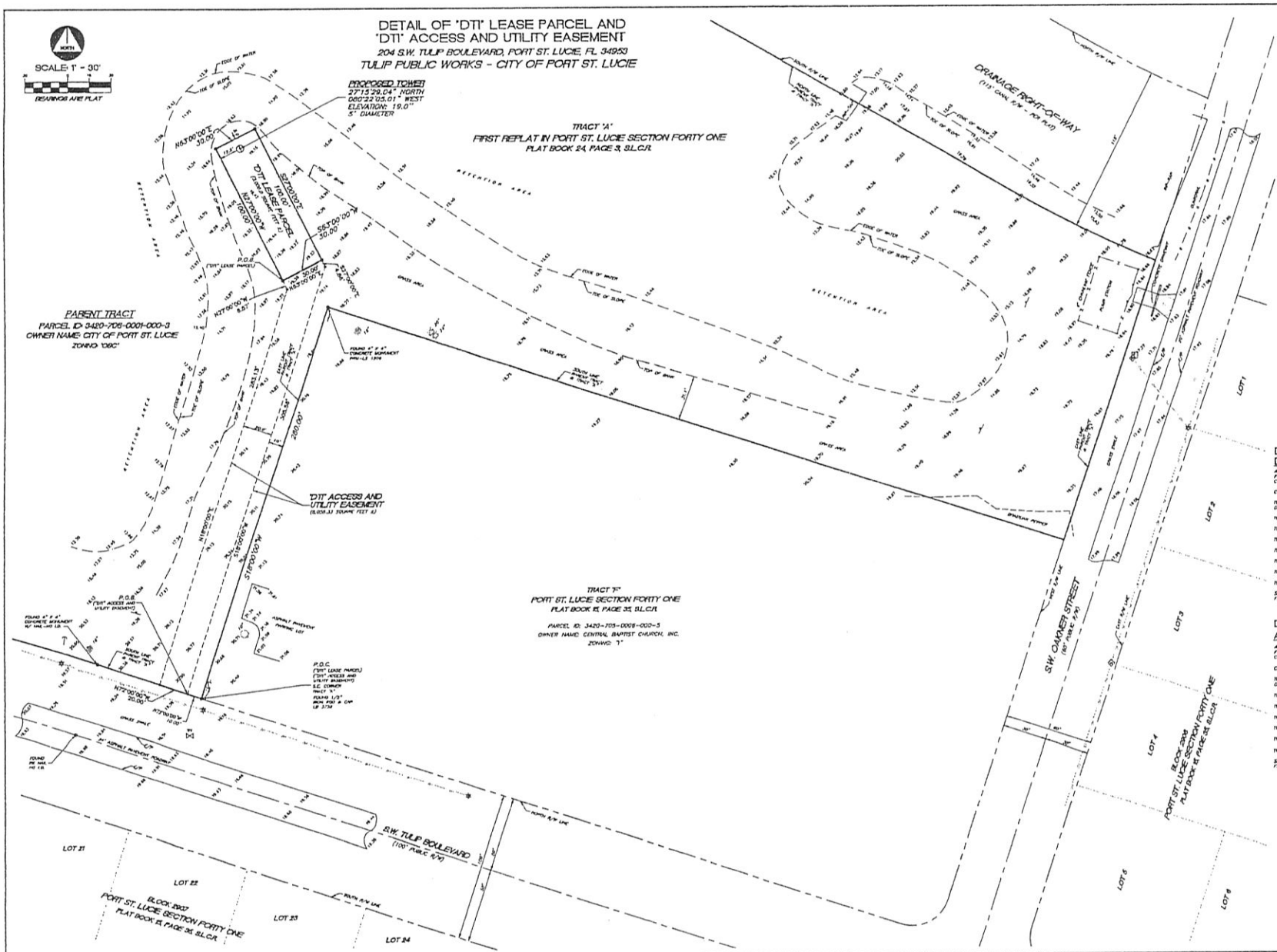
MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE
PREPARED FOR:
DYNAMIC TOWERS, INC.
LOCATED IN:
ST. LUCIE COUNTY, FLORIDA

PROJECT NO: 10-1054
SHEET NO: 1 OF 2

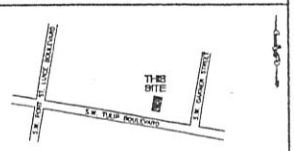
DETAIL OF "DTI" LEASE PARCEL AND "DTI" ACCESS AND UTILITY EASEMENT

204 S.W. TULIP BOULEVARD, PORT ST. LUCIE, FL 34953

TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE



TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE



LOCATION SKETCH
SECTION 17 & 18-37S-40E
NOT TO SCALE

LEGEND

P.O.C.	POINT OF COMMENCEMENT		SPOT ELEVATION
P.O.B.	POINT OF BEGINNING		WOOD UTILITY LIGHT POLE
S.L.C.R.	ST. LUCIE COUNTY RECORDS		TELCO SERVICE
ELEV.	ELEVATION		WOOD UTILITY POLE
W/	WITH		STREET SIGN
L.B.	LICENSED BUSINESS		GUY ANCHOR WIRE
R/W	RIGHT-OF-WAY		WATER METER
E/P	EDGE OF PAVEMENT		WATER VALVE
O.R.	OFFICIAL RECORD		CABBAGE PALM TREE
"DTI"	DYNAMIC TOWERS INC.		PINE TREE
D	DELTA (CENTRAL ANGLE)		OAK TREE
R	RADIUS		
L	ARC LENGTH		
— ohp — ohp —	OVERHEAD UTILITY		
— x — x —	FENCE (TYPE NOTED)		

PROPOSED TOWER INFORMATION

LATITUDE = 27°15'29.04" NORTH
LONGITUDE = 080°22'05.01" WEST
NORTH AMERICAN DATUM OF 1983/2007 (NAD 83/07)

EXISTING AVERAGE GROUND ELEVATION AT TOWER = 19.0 FEET
NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88)

DESCRIPTION OF DYNAMIC TOWERS, INC. LEASE PARCEL

A PARCEL OF LAND BEING A PORTION OF TRACT "A", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, AS RECORDED IN PLAT BOOK 24, PAGE 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE CONTINUE N72°00'00"W CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 20.00 FEET;

THENCE N18°00'00"E A DISTANCE OF 283.13 FEET;

THENCE N27°00'00"W A DISTANCE OF 8.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N27°00'00"W A DISTANCE OF 100.00 FEET;

THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S27°00'00"E A DISTANCE OF 100.00 FEET;

THENCE S63°00'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 3,000.00 SQUARE FEET, MORE OR LESS.

DESCRIPTION OF DYNAMIC TOWERS, INC. ACCESS AND UTILITY EASEMENT

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THENCE N27°00'00"W A DISTANCE OF 8.57 FEET;

THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S27°00'00"E A DISTANCE OF 4.88 FEET;

THENCE S18°00'00"W A DISTANCE OF 303.58 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 8,058.33 SQUARE FEET, MORE OR LESS.

FLOOD ZONE INFORMATION

COMMUNITY NUMBER	PANEL NUMBER	SUFFIX	DATE OF FIRM	FIRM ZONE	BASE FLOOD ELEVATION	LOWEST FLOOR ELEV.
120287	0290	F	08/19/91	X	N/A	N/A

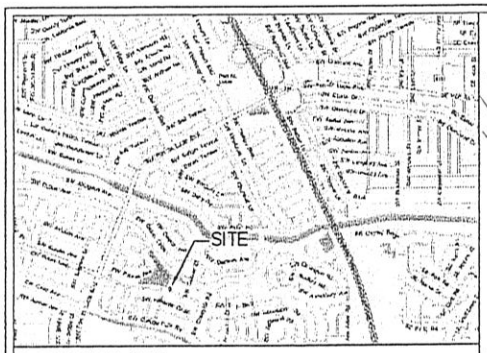
SURVEY DATE: 08/09/10				
DRAWN: WSP				
CHECKED: WSP				
MANAGER: WSP				
DWG FILE: 10-1054.DWG				
JOB FILE:	No.	DATE	REVISION	BY

NSF Consultants, Inc.
SURVEYORS & MAPPERS
39006 1ST STREET E.W., LUTZ, FL 33548
PHONE (813) 909-8430
PROFESSIONAL SURVEYING & MAPPING CERTIFICATE OF AUTHORIZATION: LB 7188, STATE OF FLORIDA

MAP OF BOUNDARY AND TOPOGRAPHIC SURVEY
TULIP PUBLIC WORKS - CITY OF PORT ST. LUCIE
PREPARED FOR:
DYNAMIC TOWERS, INC.
LOCATED IN:
ST. LUCIE COUNTY, FLORIDA

PROJECT NO: 10-1054

SHEET NO: 2 OF 2



LOCATION MAP

PROJECT DESCRIPTION

THIS PROJECT IS FOR THE CONSTRUCTION OF AN UNMANNED TELECOMMUNICATIONS FACILITY CONSISTING OF THE INSTALLATION OF A 150' MONOPOLE COMMUNICATIONS TOWER AND FUTURE WIRELESS BASE STATION EQUIPMENT IN ORDER TO PROVIDE RADIO TRANSMISSION SERVICES FOR PERSONAL COMMUNICATIONS AS WELL AS EMERGENCY 911 SERVICE. PROJECT SIZE IS 30'X100' COMPOUND, OR 3000 SF.

PROJECT APPLICANT

DYNAMIC TOWERS, INC.
575 NW MERCHANTILE PLACE, SUITE 104
PT. ST. LUCIE, FL 34986
772-370-9819 ATTN: KEVIN AYCOCK

PROPERTY OWNER

CITY OF PT. ST. LUCIE
204 SW TULIP BLVD
PT. ST. LUCIE, FL 34953

UTILITIES

THIS PROJECT WILL REQUIRE POWER AND TELEPHONE SERVICE ONLY. NO WET UTILITIES OR GARBAGE COLLECTION WILL BE NEEDED TO SUPPORT THIS PROJECT

HANDICAP ACCESS

THIS FACILITIES IS UNMANNED AND NOT FOR HUMAN HABITATION. HANDICAP ACCESS IS NOT REQUIRED

IMPERVIOUS COVERAGE

PROPOSED IMPERVIOUS SURFACE COVERAGE IS EQUAL TO FUTURE BUILDING AND TOWER FOOTPRINTS (1500 SF MAX) PLUS SHELLROCK DRIVEWAY EXTENSION 6058 SF) = 7558 SF

PROJECT DENSITY

THERE ARE NO RESIDENTIAL UNITS FOR THIS PROJECT. PROJECT DENSITY IS N/A.

TRAFFIC STATEMENT

THERE WILL BE APPROXIMATELY 2-3 TRIPS PER MONTH PER CARRIER ONCE THE SITE IS OPERATIONAL. WITH TOTAL OF 5 POTENTIAL CARRIERS THE EXPECTED NUMBER OF TRIPS WILL BE BETWEEN 30-45 TRIPS/MONTH FOR THIS FACILITY.

PARKING REQUIREMENTS

THERE WILL BE MINIMAL TECHNICIAN ACCESS TO THE SITE ON A MONTHLY BASIS. ONE PARKING SPACE IS PROVIDED FOR TECHNICIAN PARKING.

DRAINAGE REQUIREMENTS

STORMWATER RUNOFF TO BE CONTAINED ON SITE FOR ALL NEW IMPROVEMENTS AND WILL PROVIDE A MINIMUM OF 1/2" OF DRY PRETREATMENT ON SITE PRIOR TO DISCHARGE TO THE OVERALL MASTER DRAINAGE SYSTEM FOR THE PARENT TRACT.

LANDSCAPING REQUIREMENTS

PERIMETER LANDSCAPING AROUND COMPOUND TO BE IN COMPLIANCE WITH CITY OF PT. ST. LUCIE CODE. NO LANDSCAPING, OTHER THAN GRASSES SHALL BE PLANTED WITHIN 10' OF A UTILITY DEPARTMENT OWNED OR MAINTAINED PIPE OR FACILITY.

BUILDING COVERAGE

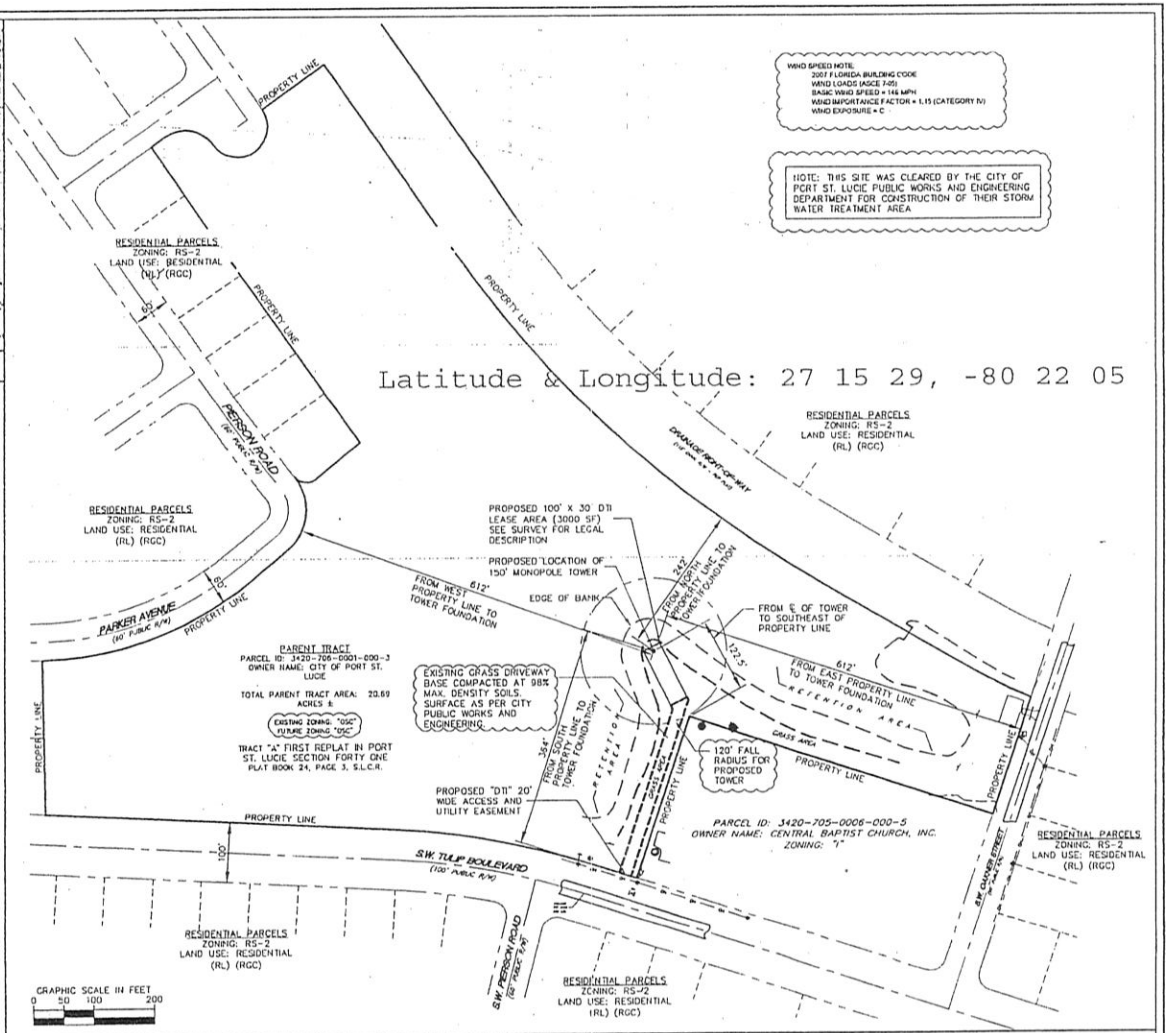
PROPOSED FUTURE BUILDING (EQUIPMENT SHELTER) FOOTPRINTS, EQUIPMENT PADS, AND TOWER FOUNDATION FOOTPRINT NOT TO EXCEED 1500 SF OF 3000 SF COMPOUND AREA. TOTAL NON RESIDENTIAL FLOOR AREA (IN EQUIPMENT SHELTERS) WILL BE LESS THAN 1000 SF

SITE COVERAGE	EXISTING (SF)	PROPOSED (SF)
BUILDING AND CONCRETE EQUIP. PADS	0	1,500
PARKING AND DRIVE ISLES	0	560
TOTAL IMPERVIOUS SPACE	0	2,060
PERCENTAGE OF OVERALL SITE (605,920 SF)	0%	0.34%

PARKING

THERE IS NO CURRENT SITE PLAN APPROVAL FOR THIS PARCEL. PARKING FOR TOWER COMPOUND WILL BE IN ACCESS EASEMENT IN FRONT OF GATE. EXPECTED NUMBER OF VEHICLES AT ANY GIVEN TIME AT PROJECT SITE AFTER COMPLETION OF CONSTRUCTION WILL BE ONE FOR EQUIPMENT SERVICE.

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.



OVERALL SITE PLAN SITE PLAN BASED ON SURVEY BY WSP CONSULTANTS, INC., PROJECT NO 10-1054

ADJACENT ZONING CLASSIFICATIONS	ZONING/LAND USE CLASSIFICATION
ZONING TO EAST	RS-2/RESIDENTIAL
ZONING TO SOUTH	RS-2/RESIDENTIAL
ZONING TO WEST	RS-2/RESIDENTIAL
ZONING TO NORTH	RS-2/RESIDENTIAL

TOWER SETBACKS	REQUIRED SETBACK	PROPOSED SETBACK
FOUNDATION TO EAST PROP. LINE	25'	612'
FOUNDATION TO SOUTH EAST PROP. LINE	25'	122'
FOUNDATION TO SOUTH PROP. LINE	20'	364'
FOUNDATION TO WEST PROP. LINE	25'	612'
FOUNDATION TO NORTH PROP. LINE	25'	243'

DYNAMIC TOWERS INC.
575 NW MERCANTILE PLACE
SUITE 104
PORT SAINT LUCIE, FL 34986

PROJECT INFORMATION:
TULIP PUBLIC WORKS TOWER
204 S.W. TULIP BLVD
PORT ST LUCIE, FL 34953
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
24 JANUARY 2011

ISSUED FOR:
SITE PLAN APPLICATION

REV.:	DATE:	DESCRIPTION:

SEAL:

PLANS PREPARED BY:
Kimley-Horn and Associates, Inc.
© 2011 KIMLEY-HORN AND ASSOCIATES, INC.
4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
FBPE CA00000698

PROVIDER:
DYNAMIC TOWER INC
575 NW MERCANTILE PLACE
SUITE 104
PORT ST. LUCIE, FL 34986

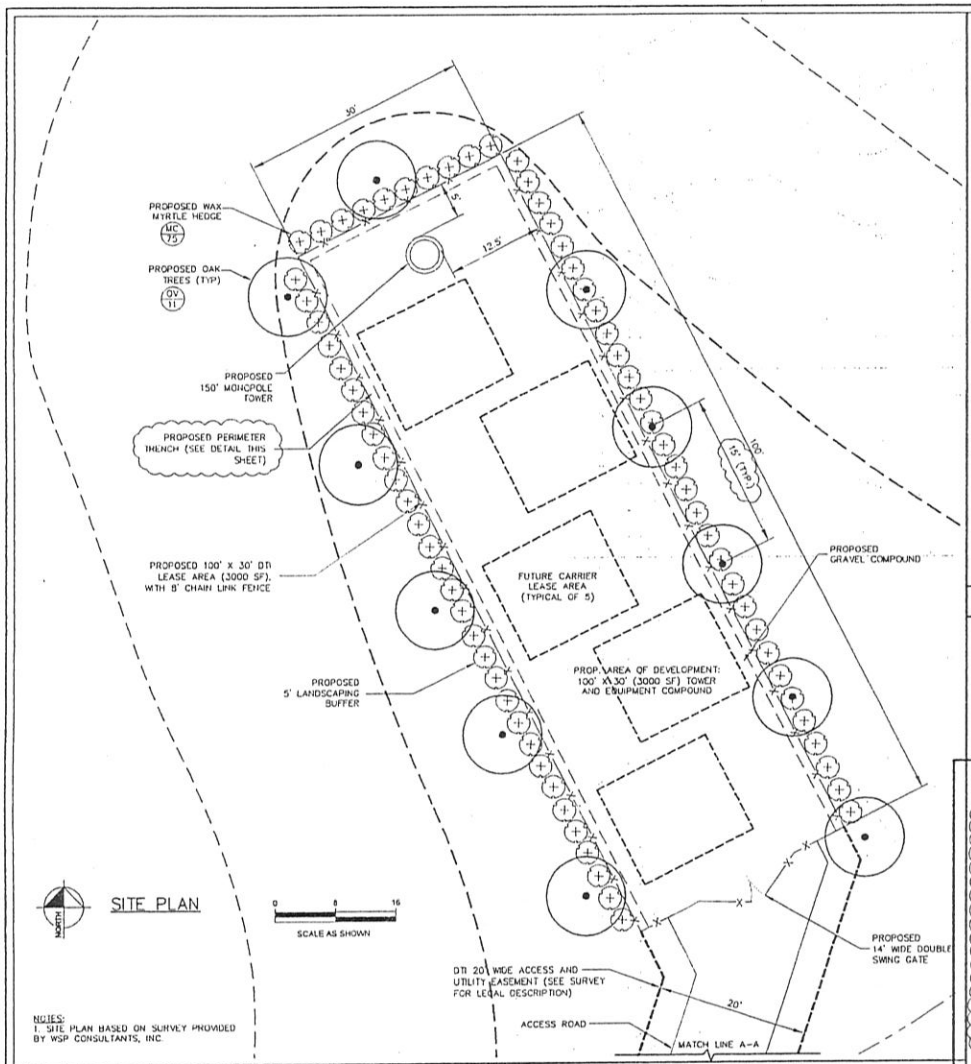
DRAWN BY:	CHK.:	APV.:
MVM	LF	LF

LICENSURE:
KEVIN M. SCHANEN PE 60251
ANGELINA FAIRCHILD PE 43958
LEO REPETTI PE 57573

SHEET TITLE:
SITE PLAN

SHEET NUMBER: C1 REVISION:

KHA Job #:
144121007 P11-006



SITE PLAN

NOTES:
1. SITE PLAN BASED ON SURVEY PROVIDED BY WSP CONSULTANTS, INC.

ENLARGED SITE PLAN SITE PLAN BASED ON SURVEY PROVIDED BY WSP CONSULTANTS, INC., PROJECT NO. 10-1054

LANDSCAPING

LANDSCAPING WILL BE INSTALLED ALONG PERIMETER OF FENCE ON NORTH, EAST AND WEST SIDES IN A 5' LANDSCAPE BUFFER. NO LANDSCAPING PROPOSED ON SOUTH SIDE OF COMPOUND IN ORDER TO ALLOW ACCESS AND NOT INTERFERE WITH ACCESS EASEMENT.

PLANT SCHEDULE		CONT.	CAL.	SIZE	QTY.
TREES CV	QUERCUS VIRGINIANA/SOUTHERN LIVE OAK, FULL, MATCHING	65 GALLON	3" CAL.	12' H X 6' SP	11
SHRUBS MC	MYRICA CERIFERA/WAX MYRTLE	7 GALLON	30" O.C.	48" X 36"	75

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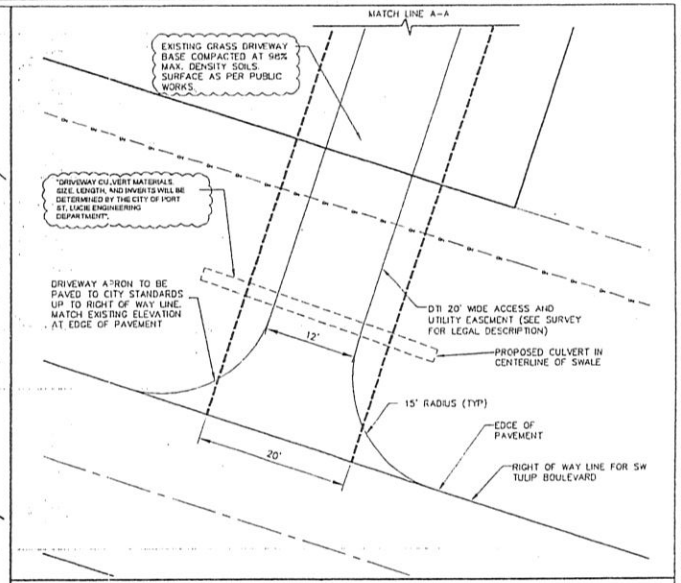
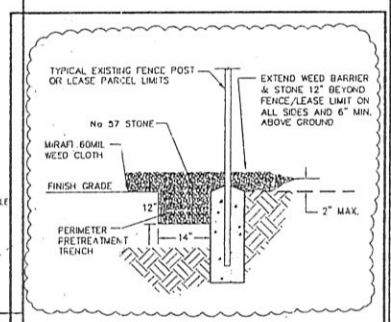
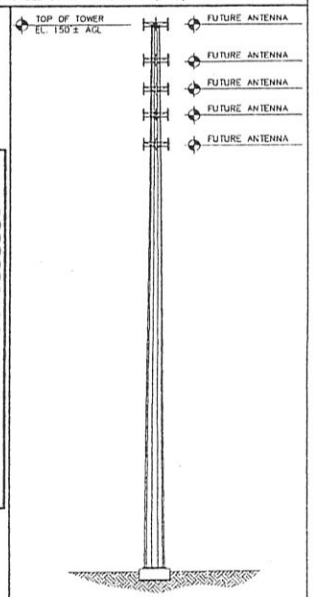


ENLARGED SITE PLAN SITE PLAN BASED ON SURVEY PROVIDED BY WSP CONSULTANTS, INC., PROJECT NO. 10-1054



PRETREATMENT TRENCH/GRAVEL DETAIL



TOWER ELEVATION

DYNAMIC TOWERS INC.
575 NW MERCANTILE PLACE
SUITE 104
PORT SAINT LUCIE, FL 34986

PROJECT INFORMATION:

TULIP PUBLIC WORKS TOWER
204 S.W. TULIP BLVD
PORT ST LUCIE, FL 34953
ST. LUCIE COUNTY

CURRENT ISSUE DATE:
24 JANUARY 2011

ISSUED FOR:
SITE PLAN APPLICATION

REV.:	DATE:	DESCRIPTION:

SEAL:

PLANS PREPARED BY:

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4431 EMBARCADERO DR.
WEST PALM BEACH, FLORIDA 33407
(561) 845-0665
FBPE CA00000698

PROVIDER:

DYNAMIC TOWER INC
575 NW MERCANTILE PLACE
SUITE 104
PORT ST. LUCIE, FL 34986

DRAWN BY:	CHK.:	APV.:
MVM	LF	LF

LICENSURE:

KEVIN M. SCHANEN	PE 60251
ANGELINA FAIRCHILD	PE 42958
LEO REPETTI	PE 57573

SHEET TITLE:
SITE PLAN

SHEET NUMBER: C2 REVISION:

KHA Job #:
144121007
P11-006

TULIP PUBLIC WORKS – CITY OF PORT ST. LUCIE

PARENT TRACT

TRACT "A'", FIRST REPLAT IN PORT ST. LUCIE SECTION FORTY ONE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 24, PAGE 3, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

DYNAMIC TOWERS, INC. LEASE PARCEL

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THENCE N18°00'00"E A DISTANCE OF 283.13 FEET;

THENCE N27°00'00"W A DISTANCE OF 6.57 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUE N27°00'00"W A DISTANCE OF 100.00 FEET;

THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S27°00'00"E A DISTANCE OF 100.00 FEET;

THENCE S63°00'00"W A DISTANCE OF 30.00 FEET TO THE POINT OF BEGINNING;

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THENCE N27°00'00"W A DISTANCE OF 6.57 FEET;

THENCE N63°00'00"E A DISTANCE OF 30.00 FEET;

THENCE S27°00'00"E A DISTANCE OF 4.86 FEET;

THENCE S18°00'00"W A DISTANCE OF 305.56 FEET TO THE POINT OF BEGINNING;

SAID PARCEL OF LAND SITUATE WITHIN ST. LUCIE COUNTY, FLORIDA, CONTAINING 6,058.33 SQUARE FEET, MORE OR LESS.

Prepared by and return to:
Stefanie A. Beskovoyne, Asst. City Attorney
City of Port St. Lucie
City Attorney's Office
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

FIRST AMENDMENT TO CELL TOWER SITE LEASE AGREEMENT

This First Amendment to Cell Tower Site Lease Agreement is made and entered into this 19 day of September, 2013, by and between the **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (hereinafter referred to as "City") and **DYNAMIC TOWERS INC., a Florida corporation** (hereinafter referred to as "DTI").

WHEREAS, on or about June 10, 2013, the "City" and "DTI", entered into a Lease Agreement for a portion of the Tulip Boulevard, Public Works Lease Premises; and

WHEREAS, the parties hereby agree to amend the Lease Agreement to include a capital contribution of Sixty Five Thousand Dollars ($65,000.00), payable in quarterly installments of Ten Thousand Dollars ($10,000.00).

NOW, THEREFORE, the parties hereby, intending to be legally bound, do hereby amend and modify the Cell Tower Site Lease Agreement as follows.

1. DTI shall pay to City Five Thousand Dollars ($5,000.00) on September 1, 2013, and thereafter in equal quarterly installments of Ten Thousand Dollars ($10,000.00) until paid in full.

All other matters within the Lease Agreement and its Amendment remain in full force and effect, including, but not limited to provisions regarding termination.

[SIGNATURE PAGES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to the Cell Tower Site Lease Agreement on the day and year first written above.

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jeff Bremer, Interim City Manager

_____
Witness

Robin F. Hamp
Print Name

_____
Witness

Betty Bollinger
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 19th day of September 2013, by **Jeff Bremer, as Interim City Manager of the City of Port St. Lucie, a Florida municipal corporation**, ☑ He is personally known to me or ☐ has produced _____ as identification.

BETTY BOLLINGER
Notary Public, State of Florida
My Comm. Expires Jan. 11, 2014
Commission No. DD 942023

NOTARIAL SEAL/STAMP

_____
Notary Public
Betty Bollinger
(Print Name of Notary)
Notary Public, State of Florida
My Commission expires 1-11-14

APPROVED AS TO FORM AND CORRECTNESS:

_____
Stefanie A. Beskovoyne, Assistant City Attorney

IN WITNESS WHEREOF, the undersigned parties have executed this First Amendment to the Cell Tower Site Lease Agreement on the day and year first written above.

DYNAMIC TOWERS INC., a Florida corporation

By: Kevin T. Aycock
Kevin T. Aycock, President

Witness

BRYAN BESADA
Print Name

Witness

Bryan Loveland
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 23rd day of September, 2013, by **Kevin T. Aycock, as President of Dynamic Towers Inc., a Florida corporation.** ☒ He is personally known to me or ☐ has produced _____ as identification.

Notary Public State of Florida
Aaron L Lockwood
My Commission EE009557
Expires 09/26/2014
NOTARY SEAL/STAMP

Notary Public
Aaron L. Lockwood
(Print Name of Notary)
Notary Public, State of Florida
My Commission expires 09/26/2014

H:\denise\contracts, agmts, lease agmts, interlocals\Lease Agreements\1st Amendment -Tulip Park Cell Tower (Dynamic Towers).doc

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Pam Booker, City Attorney

FROM: Brennan Keeler, Staff Attorney BK

Agenda Item: Ordinance: AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 1/29/2016 16-08

STRATEGIC PLAN LINK: Port St. Lucie City Government Mission to provide Exceptional Municipal Services; Responsive to the Community.

BACKGROUND: Chapter 94, Port St. Lucie Code of Ordinances, regulates noise within the City of Port St. Lucie. As currently written, the ordinance does not provide a means to enforce noise on the C-weighting network of sound level. Additionally, the ordinance limits enforcement to police officers only and does not make the owner/agent of the property responsible for violations.

ANALYSIS: In order to address the above deficiencies, definitions have been added for "C-weighted sound pressure level," "Code Enforcement Officer," and "Plainly Audible." Responsibility for compliance with the ordinance is extended to the

landlord/lessor/owner/agent of the building or property. Enforcement responsibility is now expanded to broadly include "Code Enforcement Officers" under the amended definition.

Table I has been amended to simplify enforcement of the ordinance. There are no longer measurement periods and noise limits associated with percentages of the measurement periods, but rather an established maximum permissible noise level threshold. A maximum permissible noise level has been added for measurement in C-weighted decibels in order to address frequencies that are lower than those detected in A-weighted decibels.

The enforcement provision related to violations and penalties has been clarified so that it is clearly understood that the civil infraction process provided for in Chapter 37, Article III of the Code is the method by which violations of the ordinance are prosecuted and penalized. While already available, alternate means of enforcement are expressly established in the ordinance, specifically business tax receipt revocation and injunctive relief. Lastly, a new section declaring any violation to constitute a nuisance has been created to expressly provide relief under Ch. 60, Florida Statutes.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Approved by Staff Attorney Brennan Keeler on 1/28/2016 as to form.

STAFF RECOMMENDATION: Approval

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 5 minutes (if needed).

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance 16-

RECEIVED

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CITY MANAGER'S OFFICE

ORDINANCE 16-08

AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 94 – NOISE, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 94.02 DEFINITIONS TO AMEND AND ADD DEFINITIONS FOR C-WEIGHTED SOUND LEVEL, CODE ENFORCEMENT OFFICER, AND PLAINLY AUDIBLE; AMENDING SECTION 94.03 RESERVED TO ADD RESPONSIBILITY FOR COMPLIANCE; AMENDING SECTION 94.04 MAXIMUM PERMISSIBLE SOUND LEVELS TO ADD C-WEIGHTED SOUND AND AMEND TABLE I; AMENDING SECTION 94.08 ENFORCEMENT TO ADD PENALTIES AND ALTERNATE MEANS OF ENFORCEMENT; AMENDING SECTION 94.09 PENALTY TO ADD NUISANCE; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, loud and raucous noise degrades the environment of the city to a degree that is harmful to the health, welfare, and safety of its inhabitants and visitors, interferes with the comfortable enjoyment of life and property, interferes with the well-being, tranquility, and privacy of the home, and both causes and aggravates health problems; and

WHEREAS, both the effective control and the elimination of loud and raucous noise are essential to the health and welfare of the city's inhabitants and visitors, and to the conduct of the normal pursuits of life, including recreation, work, and communication; and

WHEREAS, the city has a substantial interest in protecting citizens from unwelcome noise; and

WHEREAS, the use of sound amplification equipment creates loud and raucous noise that may, in a particular manner and at a particular time and place, substantially and unreasonably invade the privacy, peace, and freedom of inhabitants of, and visitors to, the city.

NOW, THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

SECTION 1. Section 94.02 (Definitions) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.02. – Definitions.

(a) The following words and phrases, when used in this chapter, shall have the meanings respectively ascribed to them in this section, unless the context clearly indicates or requires a different meaning:

A-weighted sound of pressure level. The sound pressure level as measured with a sound level meter using the A-weighting network method of decibel measurement (hereinafter dBA).

Ambient noise. The all-encompassing noise associated with a given environment, being usually a composite of sounds from many sources, near and far, independent of any single, identifiable noise source.

Boat. Every description of watercraft, barge and airboat used or capable of being used as a means of transportation on water, mode of habitation or a place of business or professional or social association on the waters within the city, including, but not limited to foreign and domestic watercraft engaged in commerce, passenger or other cargo-carrying watercraft, privately owned recreational watercraft, airboats and seaplanes, and houseboats or other floating homes.

C-weighted sound of pressure level. The sound pressure level as measured with a sound level meter using the C-weighting network method of decibel measurement (hereinafter dBC).

Code enforcement officer. Any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Council, including, but not limited to code inspectors, law enforcement officers and animal control officers.

Emergency vehicle. A motor vehicle belonging to a fire department or certified private vehicle belonging to a volunteer firefighter, or firefighting association, partnership or corporation, an ambulance, a motor vehicle belonging to a private security agency, or a motor vehicle belonging to a federal, state, county or municipal law enforcement agency; provided the vehicles are in use as an emergency vehicle by one authorized to use the vehicle for that purpose.

Emergency work. Work made necessary to restore property to a safe condition following a public calamity or work required to protect persons or property from an imminent exposure to danger.

Impulsive sound or noise of an impulsive character. Any sound of short duration, usually less than one second, with an abrupt onset and rapid decay, such as hammering and blasting.

Land use category. The classification of an area as residential, commercial or industrial, according to its use. For purposes of land use categories, the following provisions shall apply to this chapter. All premises containing habitually occupied sleeping quarters shall be considered in residential use. Hospitals, nursing homes, schools, libraries and churches shall be considered in residential use. All premises containing transient-commercial sleeping quarters shall be considered in commercial use. All premises containing businesses where sales, professional or other commercial use is legally permitted shall be considered in commercial use. Parks shall be considered in commercial use. All premises where manufacturing is legally permitted shall be

considered in industrial use. Any area not otherwise classified shall be considered in commercial use. In cases of multiple use, the more restrictive use category shall prevail.

Person. Any person, firm, association, co-partnership, joint venture, corporation or any entity, public or private in nature.

Plainly Audible. Any sound that can be detected by a person using his or her unaided hearing faculties. As an example, if the sound source under investigation is a portable or personal vehicular sound amplification or reproduction device, the detection of the rhythmic bass component of the music is sufficient to verify Plainly Audible sound. The code enforcement officer need not determine or be able to discern the title, specific words, or the artist performing the song.

Powered model vehicle. Any self-propelled airborne, waterborne, or landborne plane, vessel or vehicle which is not designed to carry persons including, but not limited to any model airplane, boat, car or rocket.

Real property line. An imaginary line along the real property surface, and its vertical plane extension, which separates the real property owned, rented or leased by a person from that owned, rented or leased by another person, including intrabuilding real property divisions.

Sound level. The A-weighted or C-weighted sound pressure level obtained by use of a sound level meter as specified in the American National Standards Institute specifications for sound level meters (ANSI SI 4-1983, as amended).

Sound level meter. An instrument, including a microphone, an amplifier, an output meter and frequency weighting networks, for the measurement of noise and sound levels in a manner specified by the American National Standards Institute (ANSI).

(b) All terminology used herein and not defined shall be in conformance with applicable publications of the American National Standards Institute (ANSI)

SECTION 2. Section 94.03 (Reserved) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.03. – ~~Reserved~~ Responsibility for Compliance.

For purposes of this chapter, the landlord, lessor, owner, and/or agent of the building or property and/or any person owning or having responsibility for management of a premises, however temporarily, any performer or disc jockey producing sound upon any premises, any person playing music, any person having control or volume knobs or levels, and the business as named on the business tax receipt, if applicable, shall be jointly and severally liable for compliance with this chapter and shall be responsible for any violations of this chapter.

SECTION 3. Section 94.04 (Maximum permissible sound levels) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.04. – Maximum permissible sound levels.

(a) It shall be unlawful, except as expressly permitted herein, to make, cause or allow the making of any noise or sound which violates the provisions of this chapter.

(b) No person shall operate or cause to be operated any source of sound from any location in such a manner as to create a sound level which exceeds the limits set forth in Table I below for property in the receiving land use category ~~more than any percentage of a measurement period as specified in Table I, which measurement period shall be 15 continuous minutes,~~ when measured at or beyond the approximate real property line of the receiving property.

(c) For any source of sound, the sound level shall not exceed the ~~peak~~ sound levels~~, independent of time duration,~~ set forth in Table I for each land use category.

(d) Sound projected from one property into another property within the same land use category shall not exceed the limit of that land use category. Sound projected from one land use category into another land use category with a different limit shall not exceed the limit of the receiving land use category.

(e) In the event an industrial or commercial land use category has been established on property not adjacent to a residential land use category and the adjacent property subsequently becomes a residential land use category, the noise projected from the operations of the preexisting industrial or commercial land use category into the residential land use category shall be subject to the sound level limits set forth in Table I for industrial or commercial land use categories, as appropriate.

(f) In the event the sound level limits for property in a preexisting land use category are more restrictive than those for a subsequent land use category established for the same property, the sound level limits for the preexisting land use category shall apply.

(g) For any sound projected at any time on Sunday or a holiday, the sound level limits set forth in Table I for the time between 10:00 p.m. and 7:00 a.m. shall apply.

~~(h) For sound of an impulsive character, the sound level limits set forth in Table I shall be adjusted by subtracting five therefrom.~~

(~~h~~i) Sound level measurements shall be made with a sound level meter using the A-weighted or C-weighted scale in accordance with the standards promulgated by the American National Standards Institute (ANSI).

TABLE I

Maximum Noise Levels in A and C-Weighted Decibels

This Table establishes the maximum permissible noise levels by receiving land use category, measured in A-weighted or C-weighted decibels, which may be generated in the defined locations at the described time periods. As used below, dBA and dBC shall be the symbol designations of a noise level, using the A-weighting or C-weighting network of sound level meters.

Land Use Category	7 AM–10PM	10 PM–7AM
Residential	60dBA/65dBC	55dBA/60dBC
Commercial	65dBA/70dBC	60dBA/65dBC
Industrial	65dBA/70dBC	65dBA/70dBC

~~Maximum Permissible Sound Levels by Receiving Land Use Category~~

~~Land Use Category~~		~~Sound Level Limits (in dBA)~~						~~Peak Sound Levels (in dBA)~~
				~~Time~~				
	~~7:00 a.m.—11:00 p.m.~~				~~11:00 p.m.—7:00 a.m.~~			
	~~L_1*~~	~~L_{10}*~~	~~L_{50}*~~		~~L_1*~~	~~L_{10}*~~	~~L_{50}*~~	
~~Residential~~	~~70~~	~~65~~	~~60~~		~~65~~	~~60~~	~~55~~	~~80~~
~~Commercial~~	~~75~~	~~70~~	~~65~~		~~70~~	~~65~~	~~60~~	~~85~~
~~Industrial~~	~~75~~	~~70~~	~~65~~		~~75~~	~~70~~	~~65~~	~~85~~

~~* Level L_1 represents that sound level for one percent of the measurement period of 15 minutes.~~

~~Level L_{10} represents that sound level for ten percent of the measurement period of 15 minutes.~~

~~Level L_{50} represents that sound level for 50 percent of the measurement period of 15 minutes.~~

Cross reference— Penalty, see section 94.908.

SECTION 4. Section 94.08 (Enforcement) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.08. – Enforcement, penalties, alternate means of enforcement.

(a) *Enforcement responsibility.* Code enforcement officers ~~The police department~~ shall be responsible for the enforcement of the provisions of this chapter and the conditions stated in any special permit issued pursuant to section 94.07.

(b) ~~*Notice to appear.* Any person violating the provisions of this chapter or the conditions stated in any special permit issued pursuant to section 94.07 shall be subject to being issued a "notice to appear" by the police department. Such notice to appear will require the violator to appear before a county judge at the date, time and place so indicated on the notice to appear.~~ *Instrumentation and operators.* A sound level meter meeting the requirements of the American National Standards Institute (ANSI) shall be used in making sound level measurements provided for in this chapter. Code enforcement officers ~~Persons~~ conducting such sound level measurements shall receive training regarding such sound level measurements which shall include techniques of sound measurement and operation of a sound measuring instrument.

(c) Enforcement ~~*Instrumentation and operators.* A sound level meter meeting the requirements of the American National Standards Institute (ANSI) shall be used in making sound level measurements provided for in this chapter. Persons conducting such sound level measurements shall receive training regarding such sound level measurements which shall include techniques of sound measurement and operation of a sound measuring instrument.~~ A violation of this chapter is a civil infraction and enforceable as provided in Chapter 37, Article III of this Code.

(d) Penalties. The penalties for violating this chapter are as provided in Chapter 37, Article III of this Code.

(e) Alternate means of enforcement. As an alternate or additional means of enforcement, the city may institute proceedings to revoke a business tax receipt pursuant to section 111.26 of this Code or seek injunctive relief.

SECTION 5. Section 94.09 (Penalty) of Chapter 94 (Noise) of Title IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 94.09. – Nuisance ~~Penalty~~.

~~(a) Any person who violates any provision of this article shall, upon conviction, be subject to a fine in accordance with the schedule set forth herein, or imprisonment for a term not to exceed 60 days, or both.~~

~~(b) Unless otherwise stated, violations of this chapter will be subject to the following penalties:~~

~~(1) First offense, $50.00 fine~~

~~(2) Second offense, $250.00 fine~~

~~(3) Third offense and subsequent, punishable as a second degree misdemeanor as provided in F.S. § 775.082 and F.S. § 775.083 to include a $500.00 fine, and/or term of imprisonment.~~

Any violation of this Chapter shall constitute a nuisance. Relief may be granted according to the terms and conditions of Ch. 60, Florida Statutes, relating to abatement of nuisances.

SECTION 6. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance

SECTION 7. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

SECTION 8. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of the City of Port St. Lucie, Florida, and the word "ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 6 through 9 shall not be codified.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect on February 23, 2016.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this ____ day of _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
Pam E. Booker, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager JB

THRU: Pam E. Booker, City Attorney PB

FROM: Stefanie Beskovoyne, Assistant City Attorney SB

Agenda Item: Ordinance: AMENDING CHAPTER 37 OF THE CITY'S CODE OF ORDINANCES TO DEFINE A CODE ENFORCEMENT OFFICER

Submittal Date: 1/29/2016 1609

STRATEGIC PLAN LINK: PROVIDING EXCELLENT CUSTOMER SERVICE AND RESPONSIVE TO THE COMMUNITY

BACKGROUND: Section 37.03 of the City's Code currently defines a "Code Compliance Specialist" as any authorized agent or employee of the City whose duty it is to ensure code compliance. The Florida State Statutes, Chapter 162 defines a "Code Enforcement Officer" as any designated employee or agent of a municipality whose duty it is to enforce codes and ordinances enacted by the City.

ANALYSIS: "Code Compliance Specialist" is used throughout the City's Code of Ordinances; it is necessary to amend the City's Code of Ordinances to delete the definition of a Code Compliance Specialist and add "Code Enforcement Officer." A Code Enforcement Officer may include any designated employee or agent of the City whose duty it is to enforce codes and ordinances, including, but not limited to code inspectors, law enforcement officers and animal control officers.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This Ordinance was reviewed by Attorney Stefanie Beskovoyne and is approved as to form.

STAFF RECOMMENDATION: Staff recommends approval.

SPECIAL CONSIDERATION: The City Council will consider amending the City's "Noise Ordinance" and amending the definition of a Code Compliance Specialist is necessary to allow various City employees the authority to properly write citations for violations of the City's Code of Ordinances.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: City wide

ATTACHMENTS: Ordinance

RECEIVED

JAN 2 9 2016

CITY MANAGER'S OFFICE

AN ORDINANCE AMENDING CHAPTER 37 OF THE CITY OF PORT ST. LUCIE CODE OF ORDINANCES; § 37.03 DEFINITIONS, TO AMEND THE DEFINITION OF A CODE COMPLIANCE SPECIALIST TO INCLUDE ANY CITY EMPLOYEES WHOSE DUTY IT IS TO ENFORCE CITY CODES AND ORDINANCES, AMENDING § 37.05, ENFORCEMENT PROCEDURE, AMENDING § 37.06, CONDUCT OF HEARING, PROVIDING FOR SEVERABILITY; AMENDING § 37.07 ADMINISTRATIVE FINES; LIENS; DURATION; COLLECTION, AMENDING § 37.09, NOTICES; AMENDING § 37.20, CITATIONS, NOTICES TO APPEAR, PENALTIES, PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 37 of the City's Code of Ordinances establishes a Special Magistrate; and

WHEREAS, Section 37.03 of the City's Code currently defines a "Code Compliance Specialist" as any authorized agent or employee of the City whose duty it is to ensure code compliance; and

WHEREAS, the Florida State Statutes, Chapter 162 defines a "Code Enforcement Officer" as any designated employee or agent of a municipality whose duty it is to enforce codes and ordinances enacted by the City Council; and

WHEREAS, "Code Compliance Specialist" is used throughout the City's Code of Ordinances; and

WHEREAS, it is necessary to amend the City's Code of Ordinances to amend the definition of a Code Compliance Specialist so it may accurately reflect the City's intent to include any designated employee or agent of the City, including, but not limited to Police Officers, Code Enforcement Officers and Animal Control Officers.

NOW THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

SECTION 1. The City's Code of Ordinances, Chapter 37 is hereby amended to read as follows:

Sec. 37.01. - Establishment of special magistrate.

There is hereby established, pursuant to Chapter 162, Florida Statutes ~~(2004)~~ (2015) incorporated by reference herein, the office of special magistrate who shall have all the powers and authority of a code enforcement board. The city council may appoint one or more special magistrates who shall have all the powers and authority of a code enforcement board.

Sec. 37.02. - Intent.

It is the intent of this chapter to promote, protect, and improve the health, safety, and welfare of the citizens of the city by appointing a special magistrate with the authority to impose administrative fines and other non-criminal penalties in order to provide an equitable, expeditious, effective, and inexpensive method of enforcing any codes and ordinances in force in the city, where a pending or repeated violation continues to exist.

Sec. 37.03. - Definitions.

For the purpose of this chapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

City attorney. Attorney for the city.

City council. The council of the city.

~~Code compliance specialist. Any authorized agent or employee of the city whose duty is to ensure code compliance~~.

Code Enforcement Officer. Any designated employee or agent of the City whose duty it is to enforce codes and ordinances enacted by the City Council, including, but not limited to code inspectors, code compliance specialists, law enforcement officers and animal control officers.

Repeat violation. A violation of a provision of a code or ordinance by a person who has been previously found, by the special magistrate, through a code enforcement board, or any other quasi-judicial or judicial process, to have violated or who has admitted

violating the same provision within five years prior to the violation, notwithstanding the violations occur at different locations.

Special magistrate. An attorney and member of the Florida Bar who shall be appointed by the city council to preside over code compliance matters and who may be discharged by the city council at its discretion, with or without cause. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations and exercise the powers of a code enforcement board as provided in F.S. ch. 162, and this chapter.

ARTICLE II. - ORGANIZATION AND PROCEDURE

Sec. 37.04. - Special magistrate.

(a) Powers. The special magistrate shall have the power to:

(1) Adopt rules for the conduct of its hearings;

(2) Subpoena alleged violators and witnesses to its hearings. Subpoenas may be served by the police department of the city;

(3) Subpoena evidence to its hearings;

(4) Take testimony under oath;

(5) Issue orders having the force of law commanding whatever steps are necessary to bring a violation into compliance.

Sec. 37.05. - Enforcement procedure.

(a) It shall be the duty of the ~~code compliance specialist~~ Code Enforcement Officer to initiate compliance proceedings of various codes. The special magistrate shall not have the power to initiate compliance proceedings.

(b) Except as provided in subsection (c), if a violation of the codes is found, the ~~code compliance specialist~~ Code Enforcement Officer shall notify the violator and give that person a reasonable time to correct the violation. Should the violation continue beyond the time specified for correction, the ~~code compliance specialist~~ Code Enforcement Officer shall notify the special magistrate and request a hearing

pursuant to the procedure in section 37.06. The violator shall be noticed of such hearing in accordance with section 37.09

(c) If the ~~code compliance specialist~~ Code Enforcement Officer has reason to believe a violation, or the condition causing a violation, presents a serious threat to the public health, safety, and welfare, or if the violation is irreparable or irreversible in nature, the ~~code compliance specialist~~ Code Enforcement Officer shall make a reasonable effort to notify the violator and may immediately notify the special magistrate and request a hearing.

(d) If the violation is corrected and then recurs or if the violation is not corrected by the time specified for correction by the ~~code compliance specialist~~ Code Enforcement Officer, the case may be presented to the special magistrate even if the violation has been corrected prior to the hearing, and the notice shall so state.

(e) If a repeat violation is found, the ~~code compliance specialist~~ Code Enforcement Officer shall notify the violator but is not required to give the violator a reasonable time to correct the violation. The ~~code compliance specialist~~ Code Enforcement Officer, upon notifying the violator of a repeat violation, shall notify the special magistrate and request a hearing. The special magistrate shall schedule a hearing and shall provide notice pursuant to section 37.09. The case may be presented to the special magistrate even if the repeat violation has been corrected prior to the hearing, and the notice shall so state. If the repeat violation has been corrected, the special magistrate retains the right to schedule a hearing to determine costs and impose the payment of reasonable fees upon the violator. The repeat violator may choose to waive his or her rights to this hearing and pay the costs as determined by the special magistrate.

(f) If the owner of property, which is subject to a compliance proceeding before the special magistrate or court, transfers ownership of such property between the time the initial notice was served and the time of the hearing, such owner shall:

(1) Disclose, in writing, the existence and the nature of the proceeding to the prospective transferee.

(2) Deliver to the prospective transferee a copy of the pleadings, notices, and other materials relating to the code compliance proceeding received by the transferor.

(3) Disclose to the prospective transferee, in writing, that the new owner will be responsible for compliance with the applicable code and with orders issued in the code compliance proceeding.

(4) File a notice with the code compliance division of the transfer of the property, with the identity and address of the new owner and all copies of the disclosures made to the new owner, within five days after the date of the transfer.

A failure to make disclosures described in subsections (1), (2), and (3) before the transfer, creates a rebuttable presumption of fraud. If the property is transferred before the hearing, the proceeding shall not be dismissed, but the new owner shall be provided a reasonable period of time to correct the violation before the hearing is held.

Sec. 37.06. - Conduct of hearing.

(a) Upon request of the ~~code compliance specialist~~ Code Enforcement Officer, or at such other times as may be necessary, the special magistrate may call hearings at any hearing, the special magistrate may set a future hearing date. The special magistrate shall attempt to convene no less frequently than once every two months, but may convene more or less often as the demand necessitates. Minutes shall be kept of all meetings by the special magistrate and all hearings and proceedings shall be open to the public. The city council shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of his or her duties.

(b) Each case before the special magistrate shall be presented by the city attorney, or by a member of the administrative staff of the city. If the city prevails in prosecuting the case before the special magistrate, it shall be entitled to recover shall costs incurred in prosecuting the case before the special magistrate and such costs may be included in the lien authorized under section 162.09(3), Florida statutes.

(c) The special magistrate shall proceed to hear the cases on the agenda for that date. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the ~~code compliance specialist~~ Code Enforcement Officer and the alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern these proceedings.

(d) At the conclusion of the hearings, the special magistrate shall issue findings of fact, based on evidence of record and conclusions of law, and shall issue an order affording the proper relief consistent with powers granted herein. The order may include a notice that it must be complied with by a specific date and that a fine may be imposed and that, under the conditions specified in section 37.07(a)(1), the cost of repairs and the cost of compliance may be included along with the fine if the order is not complied with by that date. A certified copy of such order may be recorded in the public records of the county and shall constitute notice to any subsequent purchasers, successors in interest, or assigns if the violation concerns real property, and the findings therein shall be binding upon the violator and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns.

Sec. 37.07. - Administrative fines; liens; duration of liens; collection.

(a) (1) The special magistrate, upon notification by the ~~code compliance specialist~~ Code Enforcement Officer that the previous order of the special magistrate has not been complied with by the set time, or that a repeat violation has been committed, may order the violator to pay a fine in an amount specified in this section for each day the violation continues past the date set by the special magistrate for compliance or, in the case of a repeat violation, for each day the repeat violation continues, beginning with the date the repeat violation is found to have occurred by the ~~code compliance specialist~~ Code Enforcement Officer. In addition, if the violation is a violation described in section 37.05(c), the special magistrate shall notify the city council, which may make all reasonable repairs required to bring the property into compliance and charge the violator with the reasonable cost of the repairs and cost of compliance along with the fine imposed pursuant to this

section. Making such repairs does not create a continuing obligation on the part of the city to make further repairs or to maintain the property and does not create any liability against the city for any damages to the property if such repairs were completed in good faith. If a finding of a violation or a repeat violation has been made as provided in this section, a hearing shall not be necessary for issuance of the order imposing the fine. The city, having a population greater than 50,000, determines that a fine imposed pursuant to this section shall not exceed $1,000.00 per day for a first violation and shall not exceed $5,000.00 per day for a repeat violation, and in addition, may include all cost of repairs and all costs incurred for enforcement of the Code. However, if the special magistrate finds the violation to be irreparable or irreversible in nature, it may order the violator to pay a fine not to exceed $15,000.00 per violation.

(2) In determining the amount of the fine, if any, pursuant to this section, the special magistrate shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation;

c. Any previous violations committed by the violator; or

d. Any combination of a, b, and c, or any other relevant circumstances to the violation.

(3) a. The special magistrate may reduce a fine imposed pursuant to this section.

b. The special magistrate may modify or partially release liens according to the following application guidelines.

1. Application for modification must be made by the violator or owner of the violating property.

2. Payment in the amount of $350.00 must be made with the application.

3. The violation must be cured, and no other violation may be present.

4. Partial release of lien against a non-offending property will be decided by the special magistrate upon application and in the event granted, shall

include a provision that administrative and hard costs attributed to the offending property be paid by the applicant.

5. The prior modifications and releases issued by the special magistrate (and previously existing code enforcement board) are hereby approved and ratified.

(4) A certified copy of an order imposing a fine or a fine plus repair and administrative costs shall be recorded in the public records of the county and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator, and, if the violation concerns real property, any subsequent purchasers, successors in interest, or assigns. Such lien shall accrue interest at the rate determined by the Chief Financial Officer of the State of Florida, pursuant to Section 55.03, Florida Statutes. Upon petition to the circuit court, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. After three months from the filing of any lien, which remains unpaid, the special magistrate may authorize the city attorney to foreclose the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest. A fine imposed pursuant to this section shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit to foreclose on a lien filed pursuant to this section, whichever occurs first. No lien created pursuant to the provisions of this section may be foreclosed on real property which is a homestead under Article X, Section 4 of the State Constitution. A lien arising from a fine imposed pursuant to this section runs in favor of the city council and the city council may execute a release of any lien pursuant to this section.

(5) The City of Port St. Lucie City Manager or his designee shall have the authority to assign ~~code compliance~~ liens to a private third party for collection at its discretion, provided its contract with said third party provides the following:

a. The city shall retain the power to decide which liens to assign;

b. The city shall retain the power to decide what collection techniques are permissible and to prohibit use of any technique it finds objectionable;

c. The city shall retain the power to take back any assigned debt or lien; and

d. The city shall retain the power to terminate the contract for any or no reason.

(b) No lien provided under this chapter shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless, within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or a money judgment, the prevailing party is entitled to recover all costs, including reasonable attorney fees. The continuation of the lien affected by the commencement of the action shall not be good against creditors or subsequent purchasers of valuable consideration without notice, unless a notice of *lis pendens* is recorded. The city council shall be entitled to collect all costs incurred in recording and satisfying a valid lien.

Sec. 37.08. - Appeals.

An aggrieved party, including the city council, may appeal a final administrative order of the special magistrate to the circuit court. Such an appeal shall not be a hearing de novo, but shall be limited to appellate review of the record created before the special magistrate. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 37.09. - Notices.

(a) All notices required by this chapter shall be by certified mail, return receipt requested to the owner of the property in question at the address listed in the tax collector's office for tax notices and at any other address provided to the local government by such owner. Such notice shall be presumed to be received by the property owner; notwithstanding its return by the post office as unclaimed or refused. If such mailing is returned as unclaimed or refused, notice may be provided, by hand delivery by the sheriff or other law enforcement officer, code compliance specialist Code Enforcement Officer, or other person designated by the city council, or, by leaving the notice at the violator's usual place of residence with any person residing therein who

is above 15 years of age and informing such person of the contents of the notice. In the case of commercial premises, notice may be left with the manager or other person in charge.

(b) In addition to providing notice as set forth in subsection (a), at the option of the special magistrate, notice may also be served by publication or posting, as follows:

(1) Such notice shall be published once during each week for four consecutive weeks (four publications being sufficient) in a newspaper of general circulation in the county where the special magistrate is located. Proof of publication shall be made by the publisher or ~~code compliance specialist~~ Code Enforcement Officer so designated.

(2) In lieu of publication as described in paragraph (1), such notice may be posted at least ten days prior to the hearing or prior to the expiration of any deadline contained in the notice, in at least two locations, one of which shall be the property upon which the violation is alleged to exist, and the other shall be at the primary municipal government office for such notices. Proof of posting shall be by affidavit of the person posting the notice, which affidavit shall include a copy of the notice posted and the date and places of its posting.

(3) Notice by publication or posting may run concurrently with, or may follow, an attempt or attempts to provide notice by hand delivery or by mail as required under subsection (a). Evidence that an attempt has been made to hand deliver or mail notice, as provided in subsection (a), or proof of publication or posting, as provided in subsection (b), shall be sufficient to show that the notice requirements of this part have been met, without regard as to whether or not the alleged violator actually received such notice.

Secs. 37.10—37.19. - Reserved.

ARTICLE III. - ENFORCEMENT PROCEDURES AND SCHEDULE OF PENALTIES

Sec. 37.20. - Citations; notices to appear; penalties.

(a) A ~~code compliance specialist~~ Code Enforcement Officer is authorized to issue a citation or notice to appear to a person when, based upon personal investigation, the ~~code compliance specialist~~ Code Enforcement Officer has reasonable cause to believe that the person has committed a civil infraction in violation of a duly enacted code or ordinance and that the county court will hear the charge at a specified date and time. A notice to appear means a written order issued by a ~~code compliance specialist~~ Code Enforcement Officer in lieu of physical arrest.

(b) Prior to issuing a citation or notice to appear, a ~~code compliance specialist~~ Code Enforcement Officer or other regulatory agencies as may be appropriate shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a ~~code compliance specialist~~ Code Enforcement Officer finds that the person has not corrected the violation within the time period, a ~~code compliance specialist~~ Code Enforcement Officer may issue a citation or notice to appear to the person who has committed the violation. If a repeat violation is found or if the ~~code compliance specialist~~ Code Enforcement Officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible, or that the violator is engaged in violation of an itinerant or transient nature within the jurisdiction while moving from place to place, a ~~code compliance specialist~~ Code Enforcement Officer does not have to provide the person with a reasonable time period to correct the violation and may immediately issue a citation or notice to appear.

(c) A citation or notice to appear issued by a ~~code compliance specialist~~ Code Enforcement Officer shall be in a form prescribed by the city council and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation or notice to appear is issued.

(3) The date and time the civil infraction was committed.

(4) The facts constituting reasonable cause.

(5) The number or section of the code or ordinance violated.

(6) The name and authority of the code compliance specialist Code Enforcement Officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty if the person elects to contest the citation.

(9) The applicable civil penalty if the person elects not to contest the citation.

(10) A conspicuous statement that if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his or her right to contest the citation and that, in such case, judgment may be entered against the person for an amount up to the maximum civil penalty.

(d) After issuing a citation or notice to appear to an alleged violator, a ~~code compliance specialist~~ Code Enforcement Officer shall deposit the original citation or notice to appear and one copy of the citation or notice to appear with the county court.

(e) Any person who is issued a citation by a ~~code compliance specialist~~ Code Enforcement Officer may contest the citation by appearing in the county court at the date and time specified in the citation and advising the court that they wish to contest the citation and request a hearing on the matter. A hearing shall then take place at a time set by the court to provide the city and the person, to whom the citation was issued, an opportunity to present evidence concerning the violation to the court.

(f) Penalties. A violation of a code or an ordinance enforced pursuant to such section is a civil infraction. The maximum civil penalty shall not exceed $500.00. If the person who has committed the civil infraction does not contest the citation, the civil penalty shall be less than the maximum ($500.00).

(g) The civil penalty provided for the disposition of a citation issued pursuant to this chapter shall be as follows:

Number of Violations Within Any 12-Month Period	Amount of Fine If Not Contested	Amount of Fine If Contested
First Offense	$100.00	$200.00
Second Offense	300.00	400.00
Third Offense	450.00	500.00

(h) Any person who willfully refuses to sign and accept a citation or notice to appear issued by a ~~code compliance specialist~~ Code Enforcement Officer shall be guilty of a misdemeanor of the second degree, punishable as provided in F.S. § 775.083. If a person issued a notice to appear under this section refuses to sign such notice, the ~~code compliance specialist~~ Code Enforcement Officer has no authority to arrest such person.

(i) The provisions of this section shall not apply to the enforcement pursuant to Sections 553.79 and 553.80, Florida Statutes, of building codes adopted pursuant to Section 553.73, Florida Statutes, as they apply to construction, provided that a building permit is either not required or has been issued by the city. For purposes of this chapter, building codes means only those codes adopted pursuant to Section 553.73, Florida Statutes.

(j) The provisions of this section are an additional and supplemental means of enforcing a code or ordinance. Nothing contained in this section shall prohibit the special magistrate from enforcing a code or ordinance by any other means.

SECTION 2. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

SECTION 3. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

SECTION 4. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of the City of Port St. Lucie, Florida, and the word "ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 2 through 4 shall not be codified.

SECTION 5. EFFECTIVE DATE.

This ordinance shall become effective 10 days after its final adoption.

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

CITY COUNCIL

CITY OF PORT ST. LUCIE

ATTEST:

By: _____

Gregory J. Oravec, Mayor

By: _____

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____

Pam E. Booker, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item:# 10D
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam E. Booker, City Attorney

FROM: Azlina Goldstein Siegel, Assistant City Attorney

10-16

Agenda Item: Ordinance: Abandonment of a Portion of a Platted Utility Easement as Part of the Sale of the 10400 Property to EMD Holdings, LLC

Submittal Date: 2/4/2016

STRATEGIC PLAN LINK: PLAN FOR THE CITY'S FUTURE

BACKGROUND: The City is presently under contract to sell the City-owned property located at 10400 South U.S. Highway 1 in Port St. Lucie, Florida (the "10400 Property) to EMD Holdings, LLC, an Ohio limited liability company ("EMD Holdings"). On December 29, 2015 the City received a letter from Michael R. Yeazell, Esq., who is an attorney representing EMD Holdings in this real estate transaction. Mr. Yeazell's letter identified various title and/or survey issues that were initially deemed objectionable by EMD Holdings during the 60-Day Due Diligence Period. Attached as Exhibit "1" to this memo is the letter from Mr. Yeazell. On January 8, 2016, the City provided its response to the objections set forth in Mr. Yeazell's letter. Attached as Exhibit "2" to this memo is the letter from me to Mr. Yeazell.

To address the survey objections of EMD Holdings, Mr. Yeazell requested that the City release its interest in a platted 10-foot utility easement, which, according to the boundary survey the City had obtained as part of its purchase of the 10400 Property, runs through and under the building on the site. The Port St. Lucie Utility Systems Department and the Public Works Department reviewed the request and had no objections to abandoning a portion of that platted 10-foot utility easement.

ANALYSIS: The Closing on the City's sale of the 10400 Property to EMD Holdings remains scheduled for Friday, February 26, 2016, unless otherwise extended upon mutual written agreement. Accordingly, an ordinance authorizing the abandonment and release of that certain portion of the platted utility easement has been prepared. The sketch and legal description of the proposed area of abandonment is attached as Exhibit "A" to said ordinance. Once duly approved and adopted, either the subject ordinance or other appropriate instrument will be recorded in the public records of St. Lucie County, Florida as part of the closing and consummation of this real estate transaction.

FINANCIAL INFORMATION: In accordance with Section, II, Paragraph 14 of the Agreement for Sale and Purchase between the City and EMD Holdings, the City will be responsible for the recording of the instrument that will serve to abandon and release a portion of the platted utility easement.

LEGAL INFORMATION: The City's Legal Department worked with the Utility Systems Department and the Public Works Department on this matter. The Ordinance was reviewed by Azlina Goldstein Siegel, Assistant City Attorney, and is approved as to form and legal sufficiency.

STAFF RECOMMENDATION: Approval of the City's proposed abandonment and release of easement is recommended by the Utility Systems Department and the Public Works Department.

SPECIAL CONSIDERATION: The Closing is presently scheduled for Friday, February 26, 2016. Therefore, it is being requested that the first reading of this ordinance be placed on the agenda for the upcoming February 8, 2016 City Council Meeting so that the second reading and final approval and adoption of the ordinance may occur at the February 22, 2016 City Council Meeting.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: 10400 South U.S. Highway 1, Port St. Lucie, FL

ATTACHMENTS: Exhibits "1" and "2" and authorizing Ordinance with Exhibits

cc: Patricia Roebling, P.E., Asst. City Manager/City Engineer
Daniel Holbrook, AICP, Asst. City Manager – Community Development Director
Jesus A. Merejo, Port St. Lucie Utility Systems Director
James Angstadt, PE, Public Works Director
Bradley E. Macek, Asst. Utility Systems Director
Donna M. Rhoden, Utility Safety & Public Affairs Mgr.

RECEIVED
FEB 0 4 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10D
DATE 2/8/16

ORDINANCE 16-10

AN ORDINANCE AUTHORIZING THE ABANDONMENT AND RELEASE OF A PORTION PLATTED TEN FOOT PUBLIC UTILITY EASEMENT AS SHOWN ON THE PLAT RECORDED IN PLAT BOOK 28 AT PAGE 22 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; ABANDONING AND RELEASING SAID PORTION OF THE PUBLIC UTILITY EASEMENT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Plat of Port St. Lucie Square, recorded on May 21, 2990 in Plat Book 28 at Page 22 of the Public Records of St. Lucie, Florida, includes the dedication of a ten-foot (10') utility easement to the public for the construction and maintenance of utilities; and

WHEREAS, a portion of the utility easement lies under a building improvement that was constructed on the subject commercial site located at 10400 South U.S. Highway 1 in Port St. Lucie, Florida (the "10400 Property"), and is more specifically described in Exhibit "A," which is attached hereto and incorporated herein; and

WHEREAS, the 10400 Property is presently owned by the City but is under contract to sell to EMD Holdings, LLC, an Ohio limited liability company ("EMD Holdings"); and

WHEREAS, EMD Holdings has requested that the City abandon and release its interest in the utility easement that runs underneath the building improvement; and

WHEREAS, City Staff has determined that there are no utility improvements that are either owned or maintained by the City within the utility easement area over which a building was constructed; and

WHEREAS, the City desires to release, vacate and abandon its interests in and to a portion of the platted ten-foot (10') utility easement, which is more specifically and legally described in the attached Exhibit "B."

NOW THEREFORE, THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The City Council of the City of Port St. Lucie, Florida hereby adopts and ratifies those matters set forth in the foregoing recitals.

Section 2. That there is hereby authorized the abandonment and release of the portion of the platted utility easement that is more specifically and legally described in Exhibit "B," which is attached hereto and incorporated herein. The proposed abandonment and release of the portion of the utility easement is contingent upon the closing and consummation of the sale of the 10400 Property to EMD Holdings. The Mayor and City

Officials are hereby authorized to execute any and all documents necessary to formalize and complete the abandonment of easement contemplated herein.

Section 3. That this Ordinance shall become effective immediately after its final adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, this ____ day of _____, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Pam E. Booker, City Attorney

CITY COUNCIL
AGENDA MEMORANDUM

EXHIBIT

"1"

Fredric J. Robbins[1]
James M. Kelly
Mark C. Patterson[2]
Jack L. Tucker[2]
Thomas M. Gaier
Daniel J. Temming[3]
William D. Sherman
Barry A. Spaeth
Michael A. Galasso[2,3]
Richard O. Hamilton, Jr.[2]
Jarrod M. Mohler
Michael R. Yeazell
Mary M. Sherman[2]
Joseph C. Robbins
Jacob G. Samad[2]

RKPT | ROBBINS KELLY PATTERSON TUCKER
A Legal Professional Association

7 West Seventh Street Suite 1400 Cincinnati, Ohio 45202-2417
Telephone 513.721.3330 Fax 513.721.5001

Mason Office: 315 West Main Street Mason, Ohio 45040

www.rkpt.com

Elizabeth S. DeHaan
Esther M. Norton
Stephen M. Sager
Dennis P. Deters
Robert M. Ernst
Christopher S. Houston[2]
N. Drew Skjoldal[2]

[1] Also Admitted in Florida
[2] Also Admitted in Kentucky
[3] Also Admitted in Indiana

VIA Email (AGoldstein@cityofpsl.com) and
VIA Federal Express (Tracking # 7753 0560 3356)

December 29, 2015

City of Port St. Lucie
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Attn: Azlina Goldstein Siegel, Asst. City Attorney

Dear Ms. Goldstein Siegel:

Re: Sale of 10400 South US Highway One ("Property") by City of Port St. Lucie ("Seller") to EMD Holdings, LLC ("Buyer") under Agreement for Sale and Purchase dated December 1, 2015 ("Contract")
RKPT File No: CL1964 I001

My firm represents the Buyer with respect to the Contract referenced above. Please accept this letter as the Buyer's formal report of title and survey defects as required by sections 8 and 9 of the Contract. Buyer objects to and requires the following:

1) Title:
   a. Buyer requires affirmative coverage from the title company insuring the Property may be used as a general call center without conflicting with any restrictions affecting the Property. See the letter from DEI Property Management LLC enclosed. The title company is currently reviewing the letter along with the title exception documents to determine if they can provide such affirmative coverage to Buyer.
   b. Satisfaction and deletion of all Schedule B-I requirements. See the Title Commitment from Chicago Title Insurance Company enclosed. (May be completed at Closing)
   c. Deletion of exceptions 1-3 on Schedule B-II. (May be completed at Closing)

2) Survey:
   a. Release of 10' public utility easement set forth in Plat Book 28, Page 22 which runs through and under the building on the Property. See the Boundary Survey from Betsy Lindsay, Inc. enclosed.

b. Release of the portion of "Tract D" dedicated to the Port St. Lucie Square Property Owners Association, Inc. for utilities, drainage and roadway purposes as set forth in Plat Book 28, Page 22 which encroaches into the northern portion of the building.

The Contract provides the Seller 10 days to cure the defects set forth above. If the Seller fails to cure such defects within 10 days of this notice, the Buyer may thereafter either proceed to Closing and take the Property "as-is," or may terminate the Contract. We will be in touch as the title company determines if such affirmative coverage set forth above can be provided. Please let us know if you are able to satisfy any of the foregoing defects.

Sincerely,

Michael R. Yeazell

cc: Daniel Holbrook, Asst. City Manager

CITY COUNCIL
AGENDA MEMORANDUM
EXHIBIT
"2"

CITY OF PORT ST. LUCIE

CITY ATTORNEY

January 8, 2016

VIA FEDEX NO.: 8047 6855 1019
VIA EMAIL: MYEAZELL@RKPT.COM

Michael R. Yeazell, Esq.
ROBBINS, KELLY, PATTERSON & TUCKER
7 West Seventh Street, Suite 1400
Cincinnati, OH 45202

RE: SALE OF THE 10400 PROPERTY – 10400 South U.S. Highway 1, Port St. Lucie, Florida
/Response to Letter on Title & Survey Defects

Dear Mr. Yeazell:

As you know, the City has received and reviewed your letter dated December 29, 2015, in which you identified various title and/or survey issues that your client, EMD Holdings, LLC, an Ohio limited liability company ("EMD"), has objections to as part of its due diligence concerning EMD's proposed purchase of the above-referenced 10400 Property from the City. Paragraphs 8 and 9 of Section II of the Agreement for Sale and Purchase (the "Purchase Agreement") that was entered into by and between the City and EMD on December 1, 2015 require the City to inform EMD of its decision on whether to elect to cure any title and/or survey defects within ten (10) days of the City's receipt of EMD's notice of objections to any such defects. Accordingly, below are the City's responses to the title and survey matters that your client deems objectionable.

1. Title:

a. Buyer requires affirmative coverage from the title company insuring the Property may be used as a general call center without conflicting with any restrictions affecting the Property...The title company is currently reviewing the letter along with the title exception documents to determine if they can provide such affirmative coverage to Buyer.

CITY RESPONSE:

Issue 1(a) is not a matter that involves the City as it is between your client, EMD, and the title company. However, to the extent a response advising EMD of the City's election is

deemed required, the City does not elect to cure any restrictions on EMD's proposed use of the subject property as a general call center. The City is of the position that this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

b. Satisfaction and deletion of all Schedule B-I requirements...

CITY RESPONSE:

In response to Issue 1(b), the City will be executing and delivering to EMD a Special Warranty Deed in accordance with Section I, Paragraph 1 of the Purchase Agreement. Item 2(A) of Schedule B-I of the Title Commitment from Chicago Title Insurance Company (Reference Order No. 5575180) states that a "Warranty Deed" from the City will be executed and therefore this requirement needs to be amended to reflect that a Special Warranty Deed will be executed. With regard to the other items under Schedule B-I of the Title Commitment that are required to be completed by the City, or satisfied by the City by furnishing certain forms of proof to the Title Company, will be completed before or as part of Closing in accordance with the terms set forth in the Purchase Agreement.

c. Deletion of exceptions 1-3 on Schedule B-II...

CITY RESPONSE:

The City will execute and deliver to EMD a "No Lien Affidavit" in accordance with Section II, Paragraph 7 of the Purchase Agreement. With respect to the payment of taxes and assessments for the year 2016, the City is an exempt entity that is not responsible for the payment of ad valorem taxes; however, the City would be required to pay non-ad valorem assessments, if any. The 2015 Annual Real Estate Tax Bill has been fully paid and satisfied. For the 2016 Annual Real Estate Tax Bill, the property will be assessed based on the use and ownership of the property as of January 1st. On January 1, 2016, the 10400 Property was and presently remains under the ownership of the City of Port St. Lucie for public purposes and uses. In addition, EMD and the City agreed that the typical prorations such as utility services, electricity, taxes and assessments normally considered being part of closing costs and expenses shall be prorated as of the date of Closing (reference Section II, Paragraph 6 of the Purchase Agreement). With respect to the Standard Exceptions described under Item 3 of Schedule B-II, the City will not elect to cure any of those standard exceptions. The City is of the position that this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

2. Survey:

a. Release of 10' public utility easement set forth in Plat Book 28, Page 22 which runs through and under the building on the Property...

CITY RESPONSE:

The City's Utility Systems Department and Public Works Department do not have an issue with abandoning the portions of the 10-foot public utility easement that runs through and under the building. Enclosed please find a graphic depiction of the areas of proposed abandonment. We have directed Betsy Lindsay to prepare legal descriptions and sketches of those areas for the City to release and abandon. Please note that the City's abandonment of the easement areas must be accomplished via ordinance, which requires two (2) readings

before City Council. Therefore, if this real estate transaction is to close by the proposed Closing Date of Wednesday, February 24, 2016, then the City is requesting that it be informed, at least with respect to this issues, of EMD's desire to proceed to Closing before the end of the Full 60-day Due Diligence Period. The Regular City Council Meetings occur on the second and fourth Mondays of every month. Accordingly, the potential City Council meeting dates where such an ordinance authorizing the abandonment of easements may be presented are as follows: Monday, January 25, 2016; Monday, February 8, 2016; and possibly Monday, February 22, 2016.

With respect to obtaining releases from any other utility company that may have an interest in and to the platted 10-foot public utility easement, the City will not elect to cure that defect. The City is of the position that EMD will have to determine if it desires to seek and obtain any such releases as this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

b. Release of the portion of "Tract D" dedicated to the Port St. Lucie Square Property Owners Association, Inc., for utilities, drainage and roadway purposes as set forth in Plat Book 28, Page 22 which encroaches into the northern portion of the building.

CITY RESPONSE:

In response to this Item 2(b), the City will not elect to cure the above-described defect concerning the plat. The City is of the position that EMD will have to determine if it desires to seek and obtain any such release from the Port St. Lucie Square Property Owners Association, Inc., as this proposed sale, delivery and conveyance of the 10400 Property is "As Is, Where Is, and With All Faults," in accordance with Section II, Paragraph 10 of the Purchase Agreement.

Please do not hesitate to contact me if you should have any questions regarding the City's above responses. I look forward to working with you on hopefully completing a successful and timely closing of the City's sale of the 10400 Property to your client.

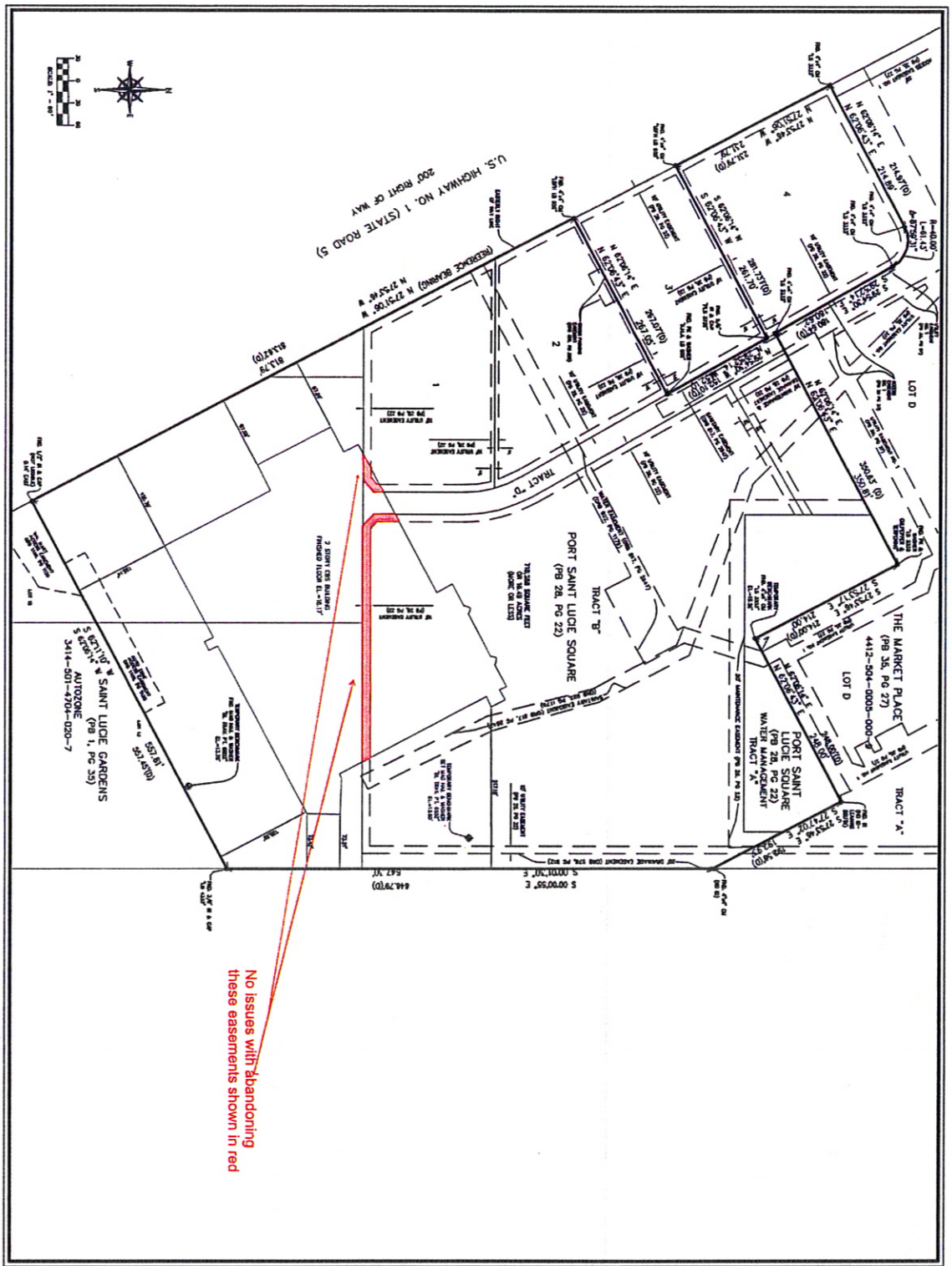
Sincerely,

Azlina Goldstein Siegel

Azlina Goldstein Siegel, Esq.
Assistant City Attorney
AGS/

Encl.: Survey Page re Proposed Abandonment of Easement

cc: Jesus A. Merejo, Port St. Lucie Utility Systems Director
James Angstadt, PE, Public Works Director



LIBERTY REAL ESTATE HOLDING IV, LLC PARCEL
PORT SAINT LUCIE, FLORIDA

BOUNDARY SURVEY

CITY OF PORT SAINT LUCIE

SHEET NO. 1 OF 2 SHEETS
PROJECT NO. 15-06

DATE 4/15/2015
SCALE 1"=60'
FIELD BK. PB 28, PG 22
DRAWN BY AA
CHECKED BY Eddie

DATE	REVISIONS

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7927 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
0722286-6733 0722286-6933 FAX
LICENSED BUSINESS NO. 6852

EXHIBIT

"A"

(to Authorizing Ordinance)

EXHIBIT "A"

Legal Description

A parcel of land, being all of Lots 1, 2 and 4, together with a portion of Water Management Tract "A", a portion of Tract "B" and a portion of Tract "D", PORT ST LUCIE SQUARE, according to the plat thereof, as recorded in Plat Book 28, Pages 22 and 22A, of the Public Records of St. Lucie County, Florida; together with a portion of Lots 11, 12 and 13, Block 1, PLAT NO. 1 ST LUCIE GARDENS, lying in Section 12, Township 37 South, Range 40 East, according to the Plat thereof, as recorded in Plat Book 1, Page 35, of the Public Records of St Lucie County, Florida, being more particularly described as follows:

Commence at the intersection of the South line of the North one-half of Lot 12, Block 1, Plat No. 1 St Lucie Gardens, with the Easterly right of way line of U.S. Highway No. 1 (a 200 foot wide right of way); thence along said Easterly right of way line of U.S. Highway No. 1, North 27 degrees 53' 46" West, 220.26 feet to the Point of Beginning; thence continue along said right of way line, North 27 degrees 53' 46" West, 813.62 feet to the Northwest corner of Lot 2, Port St Lucie Square; thence along the Northerly line of said Lot 2, North 62 degrees 06' 14" East, 267.07 feet to the Northeast corner of said Lot 2 (said corner also being the Southeast corner of Lot 3 of said Plat); thence, along the Easterly line of said Lot 3, North 29 degrees 54' 30" West, 152.10 feet to the Northeast corner of said Lot 3 (said corner also being the Southeast corner of said Lot 4 of said Plat); thence, along the Southerly line of said Lot 4, South 62 degrees 06' 14" West, 261.73 feet to the Southwest corner of said Lot 4; thence along the Westerly line of said Lot 4 (also being the Easterly right of way line of U.S. Highway No.1), North 27 degrees 53' 46" West, 231.79 feet to the Northwest corner of said Lot 4; thence, along the Northerly line of said Lot 4, North 62 degrees 06' 14" East, 214.97 feet to a point on the arc of a curve; thence Southeasterly, along the arc of said curve being concave to the Southwest, having a radius of 40.00 feet, a central angle of 87 degrees 59' 16", an arc distance of 61.43 feet; thence, along the Easterly line of said Lot 4 and tangent to said curve, South 29 degrees 54' 30" East,180.64 feet; thence North 62 degrees 06' 14" East, 350.63 feet; thence South 27 degrees 53' 46" East, 214.00 feet; thence North 62 degrees 06' 14" East, 248.00 feet; thence South 27 degrees 53' 46" East, 192.58 feet to a point on the East boundary line of said Tract "B", Port St Lucie Square; thence, along said line and along the East boundary line of said Lot 13, Block 1, Plat No. 1, St Lucie Gardens, South 00 degrees 00' 55" East, 646.79 feet; thence South 62 degrees 06' 14" West, 557.45 feet to the Point of Beginning.

Parcel A

Together with a perpetual non-exclusive drainage easement for the purposes of draining surface waters as created in that certain drainage easement recorded in Official Records Book 578, Page 1812, of the Public Records of St. Lucie County, Florida.

Parcel B

Together with a perpetual non-exclusive easement for vehicular and pedestrian ingress and egress as created in that certain Reciprocal Access Easement Agreement recorded in Official Records Book 856, Page 286, as amended in Official Records Book 2052, Page 556, of the Public Records of St. Lucie County, Florida.

Parcel C

Together with a non-exclusive easement for roadways, walkways, ingress and egress, parking of motor vehicles, loading and unloading of commercial and other vehicles as created by that

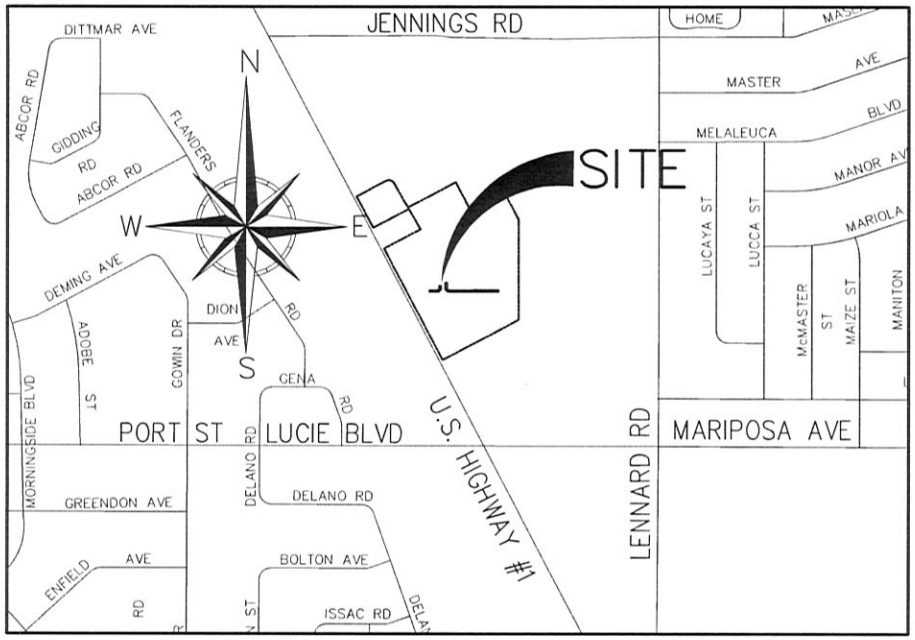
certain Easements with Covenants and Restrictions Affecting Land (ECR) as recorded in Official Records Book 927, Page 2510, as amended thereto; and as affected by Waiver of Right to Consent recorded in Official Records Book 1685, Page 2073, of the Public Records of St. Lucie County, Florida.

Parcel D
Together with a perpetual non-exclusive easement for ingress and egress for vehicles and pedestrians as created in that certain Declaration of Easements recorded in Official Records Book 1109, Page 1120, of the Public Records of St. Lucie County, Florida.

EXHIBIT

"B"

(to Authorizing Ordinance)



LOCATION MAP
(NOT TO SCALE)

SURVEYOR'S NOTES

1. BEARINGS AS SHOWN HEREON ARE BASED ON STATE PLANE COORDINATES, REFERENCE THE NORTH AMERICAN DATUM OF 1983/2011 ADJUSTED (N.A.D. 83/11), FLORIDA EAST ZONE, U.S. SURVEY FEET, REFERENCE A BEARING OF N 27°51'06" W ALONG THE EASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1.
2. THIS IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND LEGAL DESCRIPTION SHALL NOT BE VALID UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1 THROUGH 3.

ABBREVIATIONS

NO.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
P.B.	PLAT BOOK
PG.	PAGE
P.L.S.	PROFESSIONAL LAND SURVEYOR
P.O.B.	POINT OF BEGINNING
U.E.	UTILITY EASEMENT

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" AS SHOWN HEREON WAS PREPARED UNDER MY DIRECTION AND CHARGE ON JANUARY 5, 2016, AND THAT SAID "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" IS TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. IT IS FURTHER CERTIFIED THAT THIS "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" COMPLIES WITH THE STANDARDS OF PRACTICE FOR "SKETCH TO ACCOMPANY LEGAL DESCRIPTION" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

BETSY LINDSAY, INC.
SURVEYORS AND MAPPERS

_____

ELIZABETH A. LINDSAY, P.L.S.
FLORIDA REGISTRATION NO. 4724

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET NO. 1 OF 3 SHEETS
PROJECT NO. 15-36

DATE	REVISIONS

A PORTION OF LOT 1 & TRACT "B", PORT ST. LUCIE SQUARE, ST. LUCIE COUNTY, FLORIDA

SKETCH AND LEGAL DESCRIPTION
UTILITY EASEMENT ABANDONMENT

DATE 01/05/2016
SCALE NOT TO SCALE
FIELD BK.
DRAWING BY D.B.
CHECKED BY E.A.L.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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LEGAL DESCRIPTION

UTILITY EASEMENT ABANDONMENT

A PARCEL OF LAND BEING A PORTION OF THE 10.00 FOOT UTILITY EASEMENT IN LOT 1, OF THE PLAT OF PORT ST. LUCIE SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE S89°59'57"W ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 56.08 FEET; THENCE N00°00'03"W, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE NORTHERLY AND WESTERLY LINE OF SAID 10.00 FOOT UTILITY EASEMENT; THENCE ALONG SAID NORTHERLY AND WESTERLY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) N89°59'57"E, A DISTANCE OF 51.94 FEET; (2) N44°59'57"E, A DISTANCE OF 12.93 FEET; (3) N00°00'03"W, A DISTANCE OF 18.60 FEET; THENCE N89°59'57"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EASTERLY LINE OF SAID LOT 1; THENCE ALONG SAID EASTERLY LINE FOR THE FOLLOWING TWO (2) COURSES; (1) S00°00'03"E, A DISTANCE OF 22.75 FEET; (2) S44°59'57"W, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

CONTAINING 917.55 SQUARE FEET OR 0.02 ACRES, MORE OF LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE 10.00 FOOT UTILITY EASEMENT IN TRACT "B" OF THE PLAT OF PORT ST. LUCIE SQUARE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 28, PAGE 22, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "B"; THENCE ALONG THE WESTERLY LINE OF SAID TRACT "B" FOR THE FOLLOWING TWO (2) COURSES; (1) N45°00'03"W, A DISTANCE OF 21.21 FEET; (2) N00°00'03"W, A DISTANCE OF 43.98 FEET; THENCE N89°59'57"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE EASTERLY AND NORTHERLY LINE OF SAID 10.00 FOOT UTILITY EASEMENT; THENCE ALONG SAID EASTERLY AND NORTHERLY LINE FOR THE FOLLOWING THREE (3) COURSES; (1) S00°00'03"E, A DISTANCE OF 39.84 FEET; (2) S45°00'03"E, A DISTANCE OF 12.93 FEET; (3) N89°59'57"E, A DISTANCE OF 324.78 FEET; THENCE S00°00'03"E, A DISTANCE OF 10.00 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID TRACT "B"; THENCE S89°59'57"W ALONG SAID SOUTH LINE, A DISTANCE OF 328.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 3,858.54 SQUARE FEET OR 0.09 ACRES, MORE OF LESS.

SAID PARCEL BEING SUBJECT TO ANY/ALL EASEMENTS, RESERVATIONS, DEDICATIONS OR RESTRICTIONS.

SHEET NO. 2 OF 3 SHEETS PROJECT NO. 15-36	DATE / REVISIONS	A PORTION OF LOT 1 & TRACT "B", PORT ST. LUCIE SQUARE, ST. LUCIE COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT ABANDONMENT	DATE 01/05/2016 SCALE NOT TO SCALE FIELD BK. DRAWING BY D.B. CHECKED BY E.A.L.	BETSY LINDSAY, INC. SURVEYING AND MAPPING 7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997 (772)286-5753 (772)286-5933FAX LICENSED BUSINESS NO. 6852

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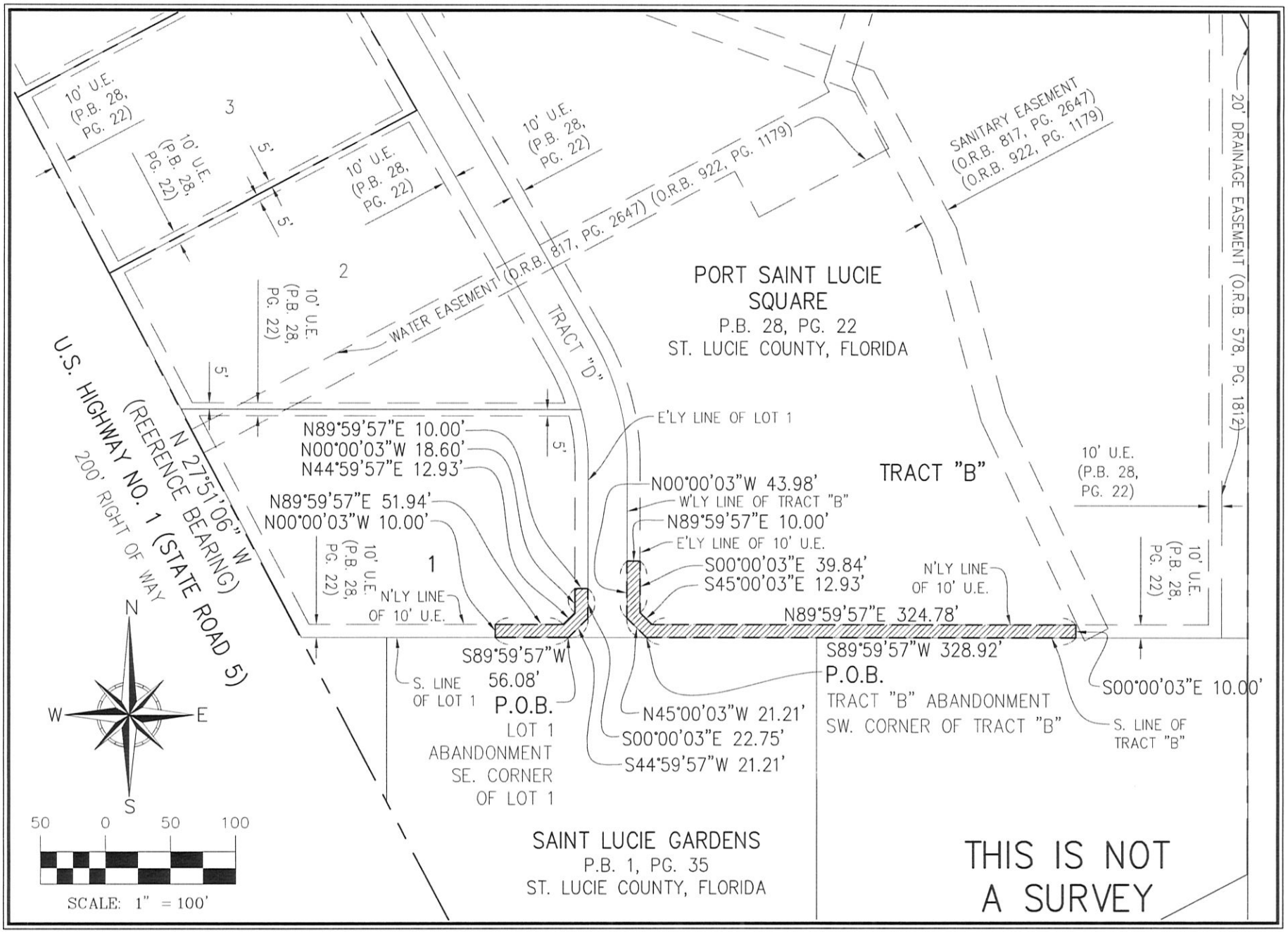

SHEET NO. 3 OF 3 SHEETS PROJECT NO. 15-36	DATE / REVISIONS	A PORTION OF LOT 1 & TRACT "B", PORT ST. LUCIE SQUARE, ST. LUCIE COUNTY, FLORIDA SKETCH AND LEGAL DESCRIPTION UTILITY EASEMENT ABANDONMENT

DATE 01/05/2016
SCALE 1" = 100'
FIELD BK.
DRAWING BY D.B.
CHECKED BY D.J.W.

BETSY LINDSAY, INC.
SURVEYING AND MAPPING
7997 S.W. JACK JAMES DRIVE STUART, FLORIDA 34997
(772)286-5753 (772)286-5933FAX
LICENSED BUSINESS NO. 6852

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

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

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

Agenda Item: Resolution: Verano PUD 1 Plat No. 15 – Final Subdivision Plat Application (P15-172) 16-R05

Submittal Date: 1/25/2016

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

BACKGROUND: Through this subdivision application, Verano is creating 72 single family lots, numerous common area (CA) tracts, and several storm water management tracts (WMT). This plat will also be extending Visconti Way westward to access many of these residential lots, and creating another road right-of-way, Caserta Way, which will intersect Visconti Way, and provide access for the residential lots that cannot be accessed from Visconti Way.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution has been approved as to form by Attorney Brennan Keeler.

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this subdivision plat application on December 1, 2015.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: Verano is located north of the C-24 Canal, west of Interstate 95, east of Glades Cut-Off Road, and south of the Reserve DRI in unincorporated St. Lucie County.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED

JAN 2 9 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-05

A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT APPLICATION FOR VERANO PUD NO. 1 PLAT NO. 15 (THE FINAL PLAT AND CONSTRUCTION PLANS) P15-172 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VERANO DEVELOPMENT, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Verano Development, LLC, to approve and accept the final plat and construction plans titled Verano PUD 1 Plat No. 15 within the City of Port St. Lucie, Florida; and

WHEREAS, there are private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area by the developer; and

WHEREAS, a performance guarantee covering the cost of the improvements has been submitted to the City; 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 28, 2015, recommended approval of the construction drawings and final plat (P15-172); and

WHEREAS, the Planning and Zoning Board, on December 1, 2015, made a recommendation on the preliminary and final plat with construction drawings (P15-172).

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 final plat titled Verano PUD 1 Plat No. 15, within the City of Port St. Lucie, Florida, said plat being offered by Verano

RESOLUTION NO. 16-05

Development, LLC as owners and title holders of said property and as prepared by Wilbur F. Divine, P.S.M., as designated on the attached said Plat.

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 8th day of February, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF DECEMBER 1, 2015**

FROM: **JOHN FINIZIO, PLANNER**

RE: **VERANO PUD 1 PLAT 15**
FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P15-172

DATE: **NOVEMBER 19, 2015**

PROPOSED PROJECT: Through this subdivision application, Verano is creating 72 single family lots, numerous common area (CA) tracts, and several storm water management tracts (WMT). This plat will also be extending Visconti Way westward to access many of these residential lots, and creating another road right-of-way, Caserta Way, which will intersect Visconti Way, and provide access for the residential lots that cannot be accessed from Visconti Way.

APPLICANT: Daniel Sorrow, Cotleur & Hearing, Inc. The authorization letter is attached to the staff report.

OWNER: Verano Development, LLC, c/o Robert Fromm.

LOCATION: North of the C-24 Canal, west of Interstate 95, east of Glades Cut-Off Road, and south of the Reserve DRI in unincorporated St. Lucie County.

LEGAL DESCRIPTION: The legal description is included in the staff report.

SIZE: Approximately 48.19 acres.

EXISTING ZONING: PUD (Planned Unit Development), Verano PUD 1.

FUTURE LAND USE: RGC (Residential Golf Course).

EXISTING USE: Currently vacant land.

SURROUNDING USES: North = Unincorporated St. Lucie County, the Reserve golf course and associated residential buildings. South = C-24 Canal. East = PUD Zoning, Verano PUD No. 1 Plat No.14, with platted residential lots; this land is currently vacant. West = PUD Zoning; this area is currently unplatted and vacant.

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: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The staff review indicates that this project will generate approximately 769 daily vehicle trips (ITE, Land Use Code 210, Single Family Detached Housing) on the roads adjacent to the project (Caserta Way and Visconti Way). Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

This project should not have an adverse effect on transportation level of service for the adjacent roadways. Roadway level-of-service and traffic conditions within Verano are monitored through the Verano Development of Regional Impact (DRI).

Parks/Open Space: The Development Order for the Verano DRI required: "No later than two years from the effective date of this resolution, the Developer shall submit a subdivision plat that includes dedication of at minimum 50 contiguous acres of property to the City of Port St. Lucie to be used as an active park site. This property shall contain no more than 2.5 acres of wetlands and be 95% usable land. The Developer may consider off-site donation or mitigation."

A preliminary subdivision plat for the 50 acre park site was submitted by the developer on July 16, 2008. The subdivision plat was reviewed at SPRC on August 13, 2008, where it was approved with the condition that dedication issues be resolved prior to proceeding to City Council. These conditions were never resolved and consequently, the application has expired. To meet the intent of the condition of the Development Order, this park site still needs to be subdivided and dedicated to the City.

Storm Water: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: Upland preservation/mitigation requirements for the Verano DRI are addressed in the Development Order. As outlined in the Development Order, the developer shall comply with the 25% upland preservation set aside requirement of the City of Port St. Lucie Code Section 157.39, Required Preservation of Habitat.

The area that encompasses Verano PUD 1 is devoid of any upland habitat. To satisfy this requirement of the DRI, the developer has indicated that a 68 acre parcel, consisting of pine flatlands, wax myrtles, and oak/cabbage palms will be set aside to satisfy this condition of the development order. This vegetated parcel is within the Verano DRI, but outside the boundaries of the Verano PUD 1.

In 2012, a 47 acre parcel known as the "Peacock Property" was incorporated into the Verano DRI. This parcel contains quite a bit of native upland habitat. However, to ensure the most flexibility in developing this site, the applicant has committed to donate 22.86 acres to the city for conservation purposes. Even with this donation, the "Peacock" property is still required to comply with the City's 25% upland preservation set aside requirement.

Public School Concurrency Analysis: Per Policy 2.4.2 (8): Exemptions of the City of Port St. Lucie Comprehensive Plan, developments of regional impact, as defined in Section 380.06, Florida Statutes, that received development orders prior to July 1, 2005 or had filed application for development approval prior to May 1, 2005, are exempt from school concurrency. As this DRI received development orders prior to July 1, 2005, it is exempt from school concurrency.

Other: To ensure that the required street trees do not cause any unnecessary damage to emergency vehicles, the height clearance for all street trees will have to be maintained at a height that is acceptable to the Fire District. Currently this height is 14 feet.

Approval of this project is conditioned upon payment of all applicable City and County impact fees. This includes impact fees for City and County Roads, Parks and Recreation, Public Buildings, and Law Enforcement, in addition to County Schools, Libraries, and Fire/EMS Impact Fees.

Related Projects:

P15-123 – Verano PUD 1 Plat No. 16 – Preliminary and Final Subdivision Plat Application. This application created 51 single family lots, four open space tracts, three storm water management tracts and two road rights-of-way. This application was approved by City Council on October 12, 2015.

P14-174 – Verano PUD 1 Plat No. 15 – Preliminary Subdivision Plat Application. Through this subdivision application, Verano is creating 72 single family lots, numerous common area (CA) tracts, and several storm water management tracts. This plat will also be extending Visconti Way and creating Caserta Way for access. This application was approved by City Council on February 23, 2015.

P14-126 – Verano PUD 1 Plat No. 14 – Preliminary and Final Subdivision Plat Application. This application created 34 single family lots, three (3) common area (CA) tracts, and one road tract. This application was approved by the City Council on October 27, 2014.

P14-045 – Verano PUD 1 Plat No. 13 – Preliminary and Final Subdivision Plat Application. This application created 42 single family lots, three (3) open space tracts, and one road tract (identified as Positano Way) to access these lots. This application was approved by City Council on July 28, 2014.

P14-033 – Verano Plat No. 12 – Final Subdivision Plat Application. This application platted a total of 48 residential lots, while extending Visconti Way for access. This application was approved by City Council on June 9, 2014.

P14-032 – Verano PUD 1 Amendment No 8. The main change in this amendment will be permitting single family residential lots to have a minimum width requirement of 42 feet. This application was approved by City Council on June 9, 2014.

P13-146 – Verano PUD Plat No. 11 Final Subdivision Plat Application. This application created 48 residential lots, and extended Ambrose Way to provide access for these lots. This application was approved by City Council on April 14, 2014.

P13-119 – Verano PUD 1 Plat No. 12 Preliminary Subdivision Plat Application. In essence, this application will be creating a total of 48 residential lots, while extending Visconti Way for access. This application was approved by City Council on November 25, 2013.

P13-058 – Verano PUD Plat No. 11 Preliminary Subdivision Plat Application. This application will create 48 residential lots, and extend Ambrose Way to provide access for these lots. This application was approved by City Council on July 22, 2013.

P13-009 – Verano PUD Plat No. 10 Preliminary and Final Subdivision Plat Application. This application created a total of 47 residential lots, and changed the access point to Capraia Island. This application was approved by City Council on May 13, 2013.

P11-090 – Verano PUD 1 – Plat No. 9 Final Subdivision Plat Application. This application created a total of 94 residential lots, while extending Visconti Way west to provide access to these lots. This application was approved by City Council on March 12, 2012.

P11-019 – Verano PUD 1 – Plat No. 9 Preliminary Subdivision Plat Application. This application created a total of 94 residential lots, while extending Visconti Way west to provide access to these lots. This application was approved by City Council on June 27, 2011.

P10-071 – Verano PUD 1 PUD Amendment No. 6. This amendment amended Exhibits 6B to match the list of Permitted, Accessory and Special Exception uses that may be located within the commercially classified area, and 6C to clarify restrictions of use in the Light Industrial land use areas. This amendment was approved by City Council on October 11, 2010.

P10-07 – Verano Development/PSL Commercial Holdings DRI NOPC. This NOPC was the fourth amendment to the existing Development Order and proposed amendments to the project phasing plan, build out dates, and expiration dates. It also provided for a re-calculation of the trigger date for the six laning of the St. Lucie West/Reserve Blvd. and I 95 interchange area. This project was approved on June 14, 2010.

P06-426 – Verano PUD 1, Phase 2, Plat No. 2. This project created roadways, the parcel for the community center, and residential lots. This project was approved by City Council on May 29, 2007.

STAFF RECOMMENDATION:

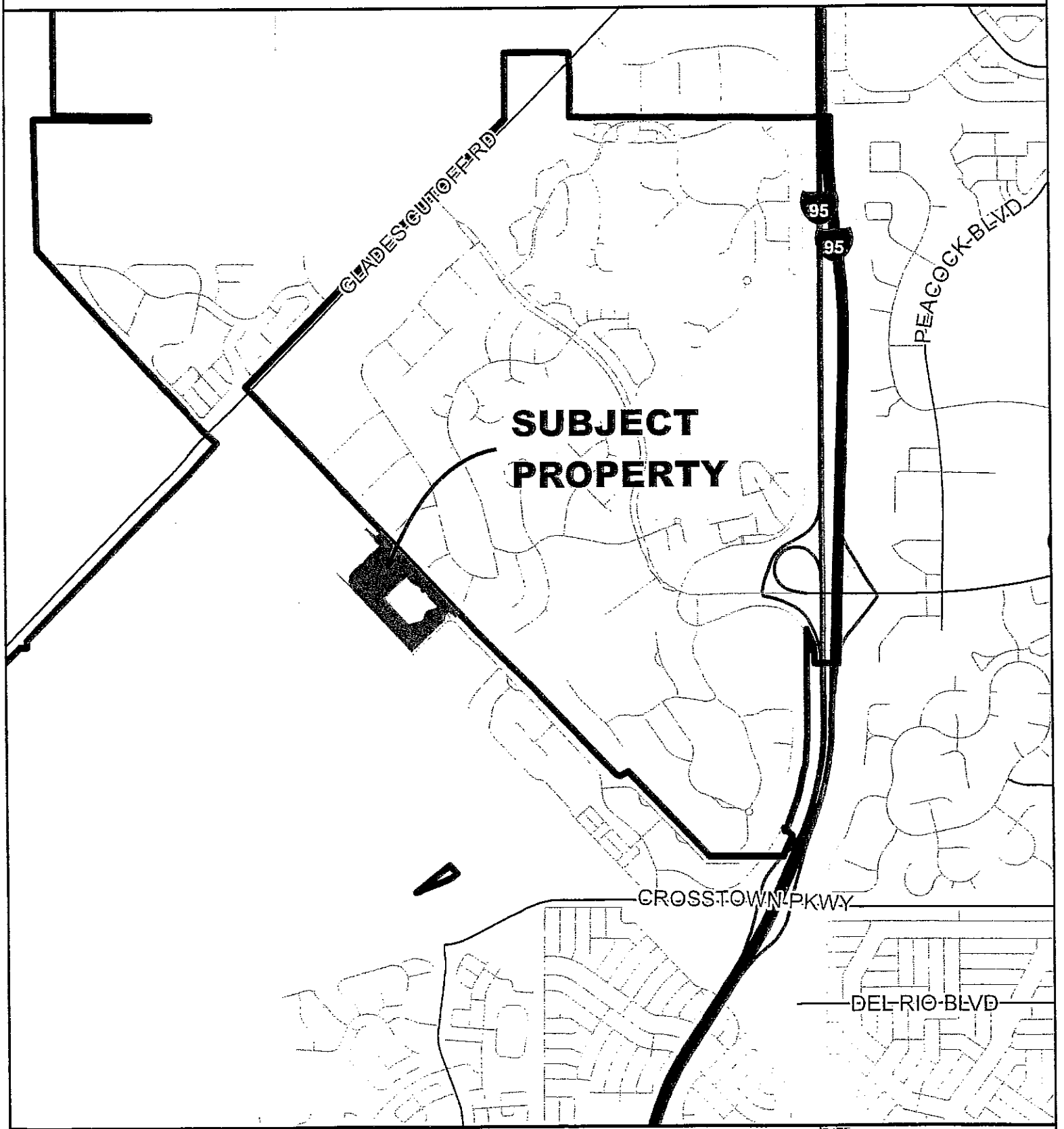
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, City Subdivision Code: The Site Plan Review Committee reviewed the request on October 28, 2015 and recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

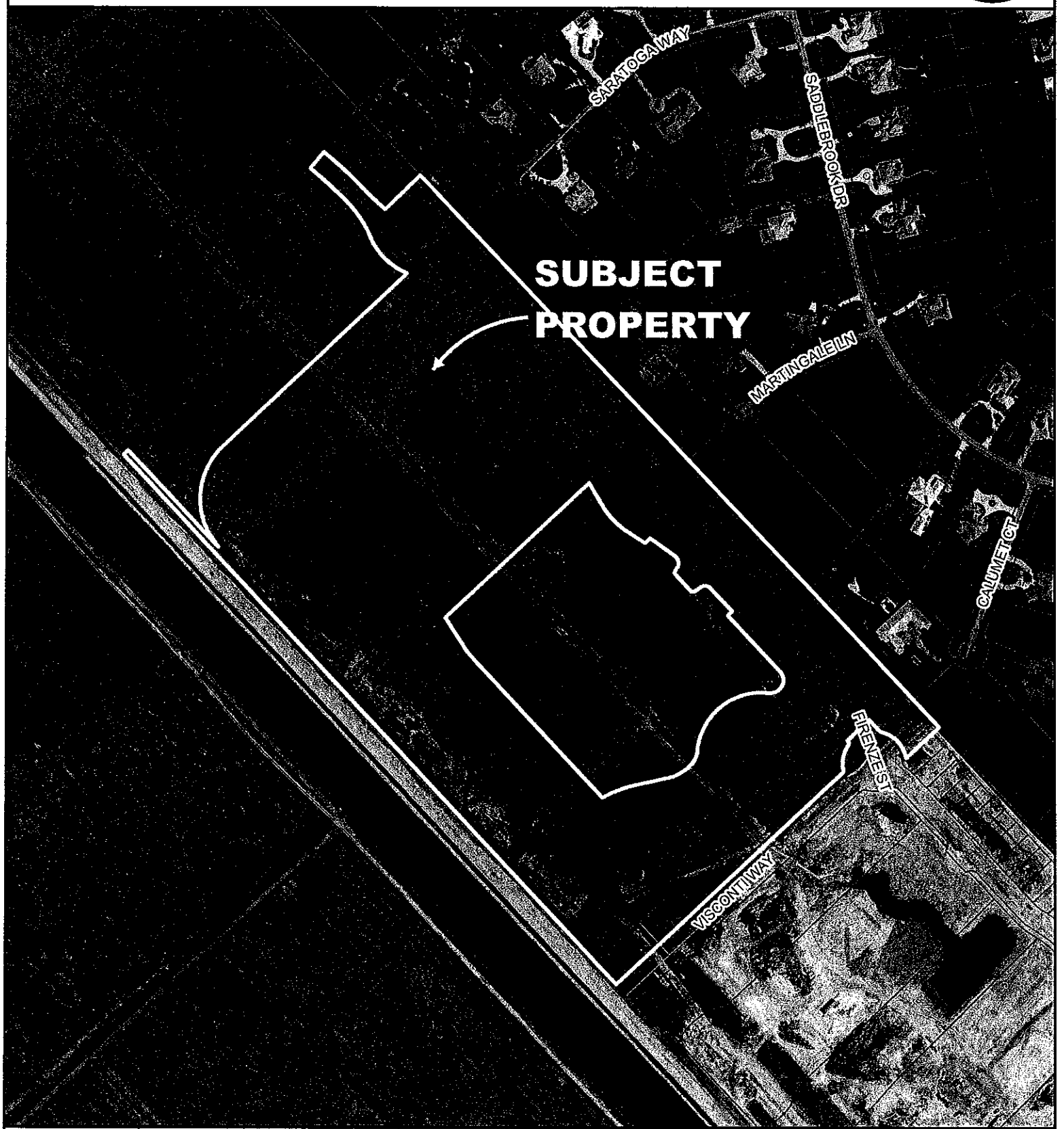
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



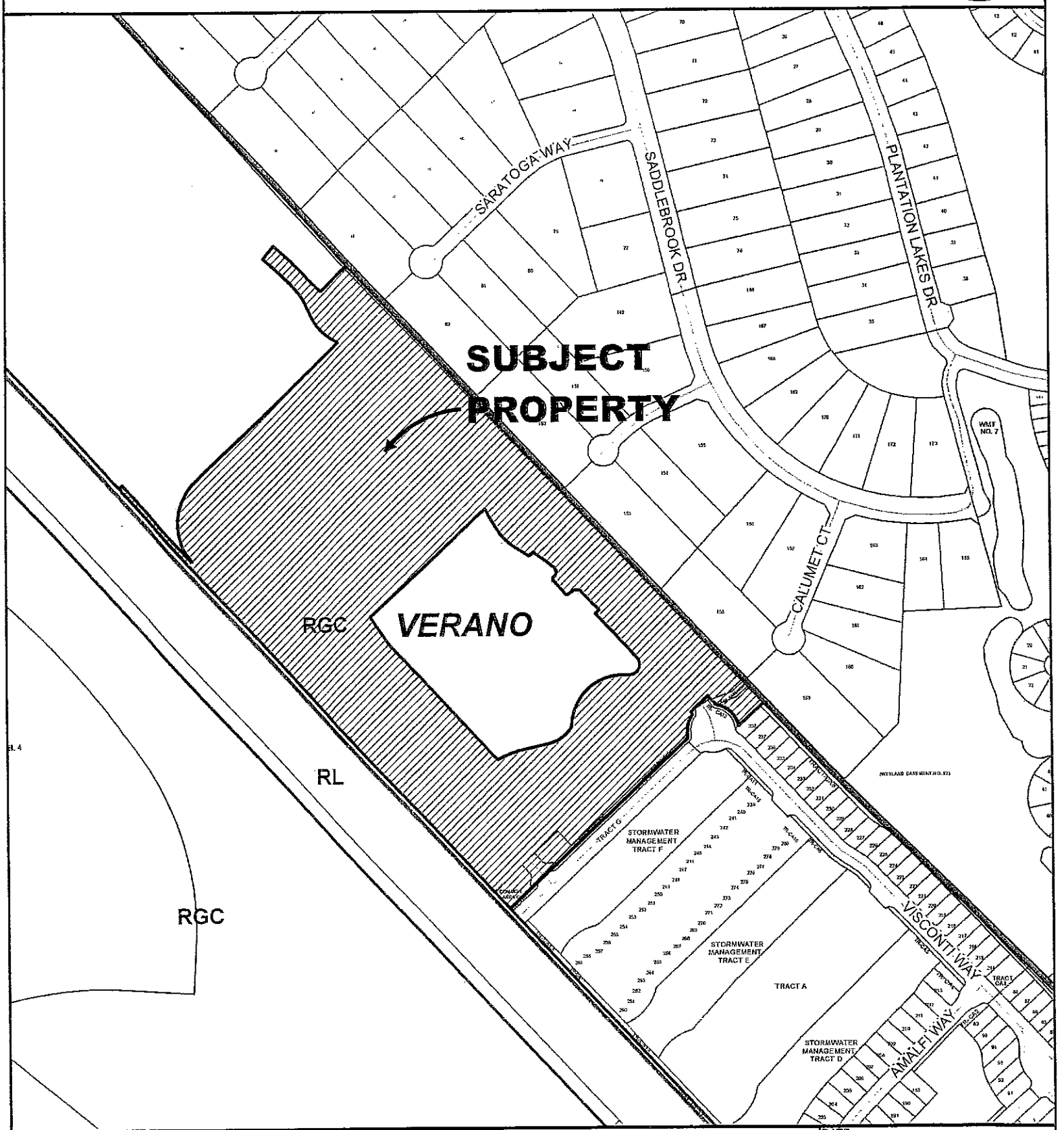
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISON PLAT VERANO PUD 1 PLAT NO. 15	DATE:	11/17/2015
		APPLICATION NUMBER:	P15-172
		USER:	patricias
		SCALE:	1 in = 0.5 miles

AERIAL



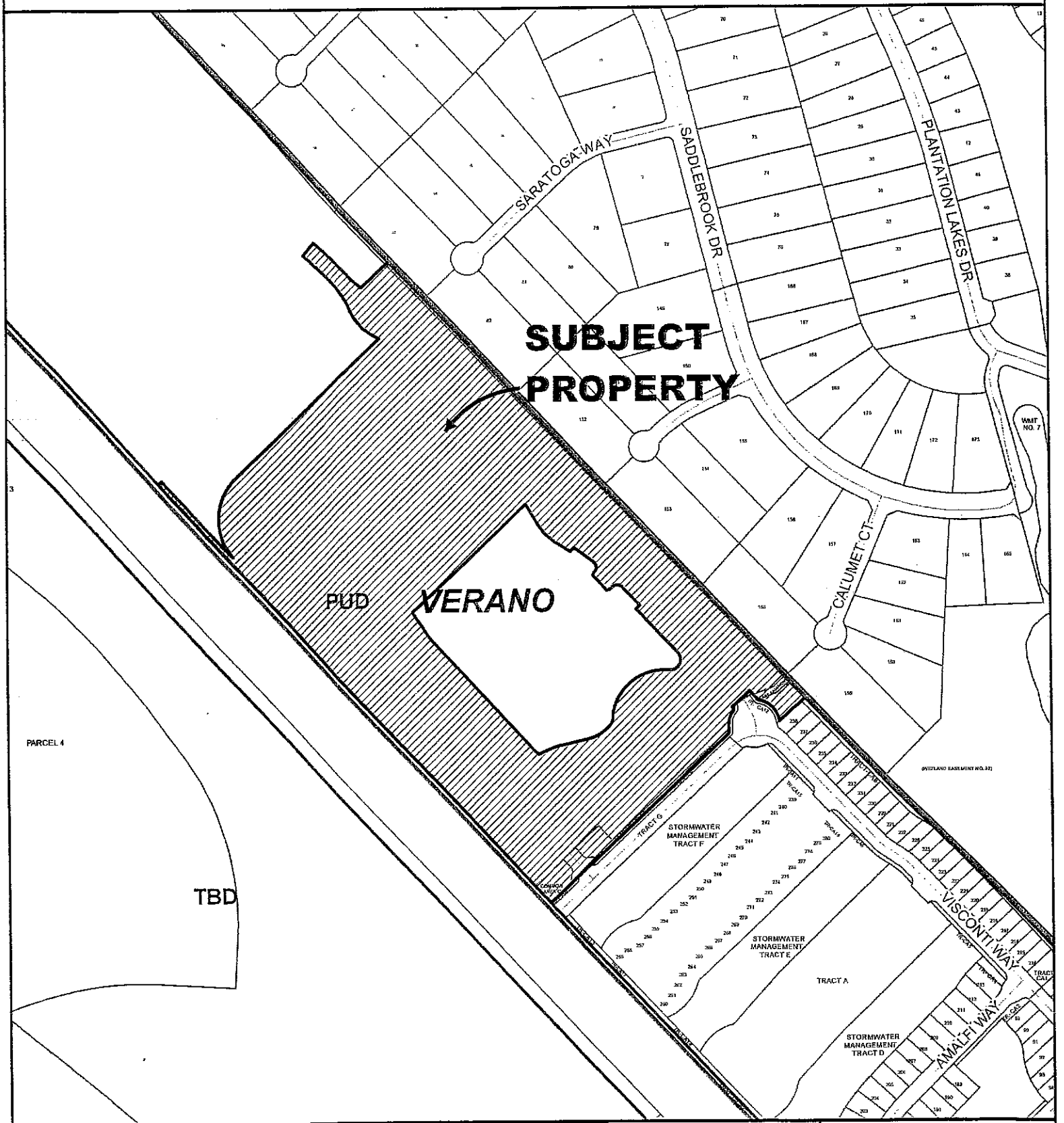
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISON PLAT VERANO PUD 1 PLAT NO. 15 AERIAL DATE 2014	DATE:	11/17/2015
		APPLICATION NUMBER:	P15-172
		USER:	patricias
		SCALE:	1 in = 400 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISON PLAT VERANO PUD 1 PLAT NO. 15	DATE:	11/17/2015
		APPLICATION NUMBER:	P15-172
		USER:	patricias
		SCALE:	1 in = 500 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISON PLAT

VERANO PUD 1

PLAT NO. 15

DATE:	11/17/2015
APPLICATION NUMBER:	P15-172
USER:	patricias
SCALE:	1 in = 500 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. 15-172
Fee (Nonrefundable)$ 5409.38
Receipt # 72782

PRIMARY CONTACT EMAIL ADDRESS: Dsorrow@cotleur-hearing.com

PROJECT NAME: Verano PUD - Plat 15 (Final)

LEGAL DESCRIPTION: (See attached)

LOCATION OF PROJECT SITE: Project is located on the north side of Crosstown Parkway, just west of I-95

PROPERTY TAX I.D. NUMBER:

CIRCLE ONE: **PRELIMINARY** (**FINAL**) **PRELIMINARY & FINAL**

PROPOSED USE: Single Family Residential

GROSS SQ. FT. OF STRUCTURE(S): N/A

RECEIVED
OCT - 7 2015
PLANNING DEPARTMENT
ST. LUCIE

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: Water & Sewer - City of PSL, Power - FPL, Phone and CATV - Hometown Cable

GROSS ACREAGE & SQ. FT. OF SITE: 2,099,287 SF / 48.193 Ac.

FUTURE LAND USE DESIGNATION: RGC ZONING DISTRICT: PUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Verano Development, LLC c/o Robert Fromm
701 S. Olive Avenue, West Palm Beach, Fl 33401
PH: 772-429-3505 FAX: 772-429-3525

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Daniel Sorrow, Cotleur & Hearing, Inc.
1934 Commerce Lane suite 1, Jupiter, Fla. 33458
PH: 561-747-6336 FAX: 561-747-1377

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Bob Lawson, Arcadis-US, Inc.
2081 Vista Parkway, West Palm Beach, Fl. 33411

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.)
Engineering: Robert W. Lawson, P.E. No. 26640; Plat: Wilbur F. Divine, P.S.M., No. 4190 PH: 561-697-7000, Fax:561-697-7751

- 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.

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
Robert W Fromm	ROBERT L FROMM	DIRECTOR OF CONSTRUCTION	10/6/15

VERANO

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

Re: Verano Development

Please accept this letter as authorization for Robert Fromm, Director of Development, Verano Development, LLC to represent Verano Development, LLC in all matters related to the execution and delivery of any documents and instruments related to the Verano DRI.

Please contact me directly should you have any questions regarding this correspondence.

Sincerely,

Michael Clarke
Manager
Verano Development, LLC

VERANO®

Verano Property Owners Association, Inc.

July 21, 2010

City of Port St. Lucie
Planning and Zoning Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Re: LETTER OF AUTHORIZATION

To Whom It May Concern:

Please allow this letter to serve as authorization for Cotleur & Hearing, Inc and its staff to act as agents for the Common Areas owned by the Verano POA, Inc. in the Verano project in PGA, located at Crosstown Parkway and I-95 in the City of Port St. Lucie, Florida, for the purposes of obtaining approvals and permits from state and local government agencies regarding site plan, signage plan, subdivision plat and other similarly related modification applications.

Should you have any questions, please feel free to contact me at (772.468.4703)

Sincerely,

Robert Fromm
Verano POA, Inc.

State of Florida
St. Lucie County

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 21st day of July, 2010 by Mr. Robert Fromm, who is personally known to me.

Sonya M. Wisniewski
NOTARY PUBLIC

SONYA M. WISNIEWSKI
Comm# DD0869766
Expires 5/3/2011
Florida Notary Assn., Inc

SEAL

EDWIN M. FRY, Jr., CLE' OF THE CIRCUIT COURT - SAINT ' 'IE COUNTY
FILE # 2809341 OR BOO. 2502 PAGE 1008, Recorded 03/0 2006 at 12:06 PM
Doc Tax: $353070.90

Prepared by and return to:
Paul K. Hines, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive
Suite 500E
West Palm Beach, FL 33401

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28th day of FEBRUARY, 2006, by and between **Reserve Homes, Ltd., L.P.**, a Delaware limited partnership, whose address is 1601 Forum Place, Suite 805, West Palm Beach, Florida 33401 ("Grantor") and **Verano Development LLC**, a Delaware limited liability company, whose address is 1601 Forum Place, Suite 805, West Palm Beach, Florida 33401 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns forever, the following described real property (the "**Property**"), situated in St. Lucie County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO:

1. Real estate taxes and assessments for the year 2006 and subsequent years.

2. Restrictions, reservations, limitations, easements of record, which reference shall not operate to reimpose the same, and zoning ordinances and other land use regulations affecting said property, if any.

TO HAVE AND TO HOLD the said Property in fee simple forever, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor warrants the title to said Property and will defend the same against the lawful claims of any persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

COPY

Signed, sealed and delivered in the presence of:

Allison Barra
Print Name: Allison Barra

RESERVE HOMES LTD., L.P., a Delaware limited partnership

By: Kolter Property Development, L.L.C., a Delaware limited liability company, its General Partner

By: _____
Michael Clarke, Manager

Vera Russell
Print Name: Vera Russell

STATE OF FLORIDA)
) s.s.
COUNTY OF PALM BEACH)

COPY

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 28 day of February, 2006, by Michael Clarke, as Manager of Kolter Property Development, L.L.C., a Delaware limited liability company, the General Partner of RESERVE HOMES LTD., L.P., a Delaware limited partnership, on behalf of said limited liability company and limited partnership, who is: [✓] personally known to me, or [ ] has produced _____ as identification.

Janet Kind
Print or Stamp Name: Janet Kind
Notary Public - State of Florida
My Commission Expires: 2-10-08
Commission Number: DD289533

(NOTARIAL SEAL)

Janet Kind
My Commission DD289533
Expires February 10, 2008

COPY

EXHIBIT "A"

PARCEL 1

COPY

WESTERN GROVE

TRACT ONE

A parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East; and Section 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right-of-way line of the Florida East Coast Railway Co. "Fort Pierce Cut-Off" Track as shown on Pages V. 3d/6 and V. 3d/7, dated February 1, 1950 with Tract Correct revision dated 4/28/67 and the Southwesterly right-of-way line of South Florida Water Management District Canal C-24; thence run South 44°46'01" West along said Southeasterly right-of-way line of the Florida East Coast Railway Co., a distance of 5069.40 feet to the West line of said Section 29; thence South 04°13'20" East, along said West line, a distance of 258.80 feet to the Northeast corner of said Section 31; thence South 89°40'25" West, along the North line of said Section 31, a distance of 312.03 feet to the aforesaid Southeasterly right-of-way line of the Florida East Coast Railway Co.; thence South 44°46'01" West, along said right-of-way line, a distance of 728.74 feet to the POINT OF BEGINNING; Thence, departing said right-of-way line, South 45°07'48" East, a distance of 3688.39 feet; thence South 34°54'59" East, a distance of 4767.41 feet to the northerly top of bank of the O.L. Peacock Canal; Thence along the northerly top of bank of said O.L. Peacock Canal South 74°05'51" West, a distance of 4714.77 feet; thence North 89°58'45" West, a distance of 5508.96 feet East right-of-way line of State Road S-609 as shown on the Florida Department of Transportation right-of-way map dated 11/5/64 and revised January 1965; Thence along said right-of-way line North 00°01'15" East, a distance of 2906.07 feet to the intersection with the South line of said Section 31; thence continue along said easterly right-of-way, North 00°08'55" West, a distance of 156.88 feet to the intersection with the aforesaid Southeasterly right-of-way line of the Florida East Coast Railway Co.; thence North 44°46'01" East, along said Southeasterly right- of-way line of the Florida East Coast Railway Co. a distance of 6673.84 feet to the POINT OF BEGINNING.

LESS AND EXCEPT Being a parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East and Sections 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows: COMMENCE at the Northeasterly corner of Grove 3, said lands described in Official Record Book 383, Page 1059, Public Records, St. Lucie County, Florida; thence South 74°03'19" West, along the Northerly line of said Grove 3, a distance of 4636.82 feet; thence North 16°48?28? West, departing said Northerly line, a distance of 52.70 feet; thence North 16°48'28" West, a distance of 63.64 feet; thence North 74°03'44" East, a distance of 67.81 feet; thence North 57°16'41" East, a distance of 51.67 feet; thence North 38°31'24" East, a distance of 73.78 feet; thence North 22°30'39" East, a distance of 50.98 feet to the POINT OF BEGINNING; Thence North 61°20'02" West, a distance of 1685.86 feet; Thence North 58°57'12" West, a distance of 127.57 feet; Thence North 49°19'49" West, a distance of 93.34 feet; Thence North 32°18'49" West, a distance of 178.91 feet; Thence North 25°32'27" West, a distance of 184.36 feet; Thence North 06°00'43" West, a distance of 118.58 feet; Thence North 22°50'28" East, a distance of 467.15 feet; Thence North 31°22'11" East, a distance of 93.05 feet; Thence North 40°40'44" East, a distance of 1124.23 feet; Thence North 44°11'03" East, a distance of 181.77 feet; Thence North 52°20'18" East, a distance of 81.27 feet; Thence South 48°56'38" East, a distance of 3272.46 feet; Thence South 09°19'30" West, a distance of 329.60 feet; Thence South 74°14'21" West, a distance of 1658.09 feet; Thence North 84°42'27" West, a distance of 125.75 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PARCEL 1 (continued)

COPY

TRACT TWO

Being a parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East and Sections 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

COMMENCE at the Northeasterly corner of Grove 3, said lands described in Official Record Book 383, Page 1059, Public Records, St. Lucie County, Florida; thence South 74°03'19" West, along the Northerly line of said Grove 3, a distance of 4636.82 feet; thence North 16°48'28" West, departing said Northerly line, a distance of 52.70 feet; thence North 16°48'28" West, a distance of 63.64 feet; thence North 74°03'44" East, a distance of 67.81 feet; thence North 57°16'41" East, a distance of 51.67 feet; thence North 38°31'24" East, a distance of 73.78 feet; thence North 22°50'39" East, a distance of 50.98 feet to the POINT OF BEGINNING;

COPY

thence North 61°20'02" West, a distance of 1685.86 feet;
thence North 58°57'12" West, a distance of 127.57 feet;
thence North 49°19'49" West, a distance of 93.34 feet;
thence North 32°18'49" West, a distance of 178.91 feet;
thence North 25°32'27" West, a distance of 184.36 feet;
thence North 06°00'43" West, a distance of 118.58 feet;
thence North 22°50'28" East, a distance of 467.15 feet;
thence North 31°22'11" East, a distance of 93.05 feet;
thence North 40°40'44" East, a distance of 1124.23 feet;
thence North 44°11'03" East, a distance of 181.77 feet;
thence North 52°20'18" East, a distance of 81.27 feet;
thence South 48°56'38" East, a distance of 3272.46 feet;
thence South 09°19'30" West, a distance of 329.60 feet;
thence South 74°14'21" West, a distance of 1658.09 feet;
thence North 84°42'27" West, a distance of 125.75 feet to the POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND LYING IN SECTION 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COPY

BEGIN AT THE INTERSECTION OF THE EAST LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 14°45'25" WEST, ALONG SAID EAST LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 789.36 FEET; THENCE CONTINUE NORTH 01°58'48" WEST, ALONG SAID EAST LINE, A DISTANCE OF 235.96 FEET; THENCE NORTH 74°05'51" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 1124.39 FEET; THENCE SOUTH 15°54'09" EAST, A DISTANCE OF 1181.91 FEET TO SAID NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 548; SAID POINT

EXHIBIT "A"

PARCEL 1 (continued)

BEING A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22,918.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 09°37'34" WEST; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°01'14", A DISTANCE OF 1208.23 FEET TO THE POINT OF BEGINNING. (Commercial Parcel in Western Grove)

AND LESS AND EXCEPT A PARCEL OF LAND LYING IN SECTION 4, 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO. "FORT PIERCE CUT-OFF" AS SHOWN ON PAGES V. 3D/6 AND V. 3D/7, DATED FEBRUARY 1, 1950 WITH TRACT CORRECT REVISION DATED 4/28/67 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-24; THENCE RUN SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO. 5069.40 FEET TO THE WEST LINE OF SECTION 29, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE SOUTH 04°13'20" EAST ALONG SAID WEST LINE 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°40'25" WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 312.03 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO.; THENCE SOUTH 44°46'01" WEST, ALONG SAID RIGHT-OF-WAY LINE 7402.57 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED JANUARY 1965; THENCE SOUTH 00°08'55" EAST ALONG SAID RIGHT-OF-WAY LINE 156.89 FEET; THENCE SOUTH 00°01'15" WEST ALONG SAID RIGHT-OF-WAY LINE 2756.07 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 89°58'45" EAST 2278.50 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 22918.00 FEET, THROUGH A CENTRAL ANGLE OF 16°00'49", FOR AN ARC DISTANCE OF 6405.36 FEET, THE CHORD OF SAID ARC BEING NORTH 82°00'50" EAST 6384.50 FEET; THENCE NORTH 74°00'26" EAST 3830.74 FEET; THENCE SOUTH 38°44'47" WEST 258.82 FEET; THENCE SOUTH 74°00'26" WEST 1625.09 FEET; THENCE SOUTH 34°54'59" WEST 16.17 FEET; THENCE SOUTH 74°35'02" WEST 625.46 FEET; THENCE SOUTH 74°05'51" WEST 4614.88 FEET; THENCE NORTH 89°58'45" WEST 5508.95 FEET TO SAID RIGHT-OF-WAY OF STATE ROAD S-609; THENCE NORTH 00°01'15" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 TO THE POINT OF BEGINNING. (West Virginia Extension)

EXHIBIT "A"

PARCEL 1 (continued)

COPY

TRACT THREE

An easement for the benefit of Parcel 1 as created by Drainage and Irrigation Easement between Tradition Development Company, LLC and Reserve Homes, Ltd., L.P. dated June 30, 2003 recorded in Official Records Book 1745, Page 1913, of the Public Records of St. Lucie County, Florida over the lands described as the "Grantor Parcel" in said Drainage and Irrigation Easement, subject to the terms, provisions and conditions set forth in said instrument.

COPY

COPY

EXHIBIT "A"

Parcel 2

EGAN PARCEL

GROVE 1:

COPY

Being a portion of Sections 28, 29 and 32, Township 36 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Begin at the point of intersection of the southeasterly right of way line of the Florida East Coast Railway Co. "Fort Pierce Cut-off" track as shown on right of way maps, Pages V.3d/6 and V.3d/7 dated February 1, 1950 with "track correct" revision dated 4/28/67 and the southwesterly right of way line of South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, checked dated 11/25/58 and revised 2/23/59; thence S 43 degrees 08 minutes 38 seconds E, along said Canal C-24 right of way line a distance of 2488.08 feet, to a point hereinafter referred to as Point "A"; thence S 35 degrees 05 minutes 51 seconds W a distance of 4892.60 feet; thence N 43 degrees 25 minutes 41 seconds W a distance of 3309.86 feet to the intersection with the aforesaid southeasterly right of way line of the Florida East Coast Railway; thence N 44 degrees 46 minutes 01 seconds E, along said Florida East Coast Railway right of way a distance of 4809.53 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for drainage and irrigation over the following described property:

Commence at the aforedescribed Point "A"; thence S 43 degrees 08 minutes 38 seconds E, along the aforesaid southwesterly right of way line of South Florida Water Management District Canal C-24, a distance of 347.56 feet to the POINT OF BEGINNING of the following described easement:

Thence continue S 43 degrees 08 minutes 38 seconds E, along said right of way line a distance of 50.00 feet; thence S 46 degrees 51 minutes 22 seconds W a distance of 42.14 feet; thence N 66 degrees 46 minutes 57 seconds W a distance of 64.82 feet; thence N 56 degrees 12 minutes 33 seconds W a distance of 190.72 feet; thence N 79 degrees 11 minutes 38 seconds W a distance of 69.18 feet; thence S 61 degrees 48 minutes 26 seconds W a distance of 141.21 feet, to the Southeasterly boundary of the above described parcel; thence N 35 degrees 05 minutes 51 seconds E, along said Southeasterly boundary a distance of 111.24 feet; thence N 61 degrees 48 minutes 26 seconds E a distance of 59.54 feet; thence S 79 degrees 11 minutes 38 seconds E a distance of 97.05 feet; thence S 56 degrees 12 minutes 33 seconds E a distance of 196.26 feet; thence Section 66 degrees 46 minutes 57 seconds E a distance of 27.50 feet; thence N 46 degrees 51 minutes 22 seconds E a distance of 9.44 feet to the said southwesterly right of way line of said Canal C-24 and the POINT OF BEGINNING.

GROVE 2:

COPY

Being a parcel of land lying in Sections 28, 33, and 34, Township 36 South, Range 39 East and Section 4, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the point of intersection of the South line of said Section 34 and the southwesterly right of way line of the South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, checked dated 11/25/58 and revised 2/23/59; thence N 43 degrees 08 minutes 38 seconds W, along said southwesterly right of way line of Canal C-24, a distance of 2628.30 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 43 degrees 08 minutes 38 seconds W, along said right of way line, a distance of 364.51 feet, to a point hereinafter referred to as Point "A"; thence continue N 43 degrees 08 minutes 38

EXHIBIT "A"

Parcel 2 (Continued)

seconds W, along said right of way a distance of 4812.17 feet; thence S 46 degrees 52 minutes 25 seconds W a distance of 2151.65 feet; thence S 43 degrees 12 minutes 50 seconds E a distance of 4647.83 feet; thence S 43 degrees 58 minutes 20 seconds W a distance of 1282.29 feet to a point hereinafter referred to as Point "B"; thence N 70 degrees 42 minutes 47 seconds E a distance of 440.52 feet; thence N 65 degrees 05 minutes 51 seconds E a distance of 762.00 feet; thence N 24 degrees 54 minutes 09 seconds W a distance of 60.06 feet; thence N 01 degrees 49 minutes 23 seconds E a distance of 1037.87 feet; thence N 17 degrees 05 minutes 14 seconds W a distance of 421.43 feet; thence N 46 degrees 51 minutes 22 seconds E a distance of 63.46 feet to the aforesaid southwesterly right of way line of Canal C-24 and the POINT OF BEGINNING.

Together with an easement for drainage and irrigation being more particularly described as follows:

Begin at aforedescribed Point "B"; thence along the southeasterly boundary of the above parcel by the following courses and distances:
Thence N 70 degrees 42 minutes 47 seconds E a distance of 440.52 feet;
thence N 65 degrees 05 minutes 51 seconds E a distance of 762.00 feet;
thence N 60 degrees 24 minutes 31 seconds E a distance of 793.61 feet;
thence S 89 degrees 08 minutes 58 seconds E a distance of 318.77 feet to the aforesaid southwesterly right of way line of Canal C-24;
thence S 43 degrees 08 minutes 38 seconds E along said right of way line a distance of 139.00 feet;
thence N 89 degrees 08 minutes 58 seconds W a distance of 388.11 feet;
thence S 60 degrees 24 minutes 31 seconds W a distance of 770.50 feet;
thence S 65 degrees 05 minutes 51 seconds W a distance of 771.00 feet;
thence S 70 degrees 42 minutes 47 seconds W a distance of 399.46 feet;
thence N 43 degrees 58 minutes 20 seconds W a distance of 110.06 feet to the POINT OF BEGINNING.

Subject to an easement for ingress and egress, being 15.00 feet in width, lying 7.50 feet each side of the following described centerline.
BEGIN at the aforedescribed Point "A"; thence S 02 degrees 40 minutes 10 seconds E a distance of 4.30 feet to the beginning of a curve concave to the northwest having a radius of 130.00 feet; thence southwesterly along the arc of said curve a distance of 112.33 feet; through an angle of 49 degrees 30 minutes 25 seconds; thence S 46 degrees 50 minutes 15 seconds W a distance of 2041.23 feet to the southwesterly boundary of the parcel first described above and the POINT OF TERMINATION of easement, said easement being bounded on the northeast by the southwesterly right of way line of aforesaid Canal C-24 and on the southwest by the southwesterly boundary of the parcel first described above.

EGAN PARCEL

TRACT 2 GROVE 2:

Being a parcel of land lying in Sections 33 and 34, Township 36 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection of the south line of said section 34 and the southwesterly right of way line of the South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, sheet 11 of 16, and last revised 4/21/61. Thence north 43 degrees 08 minutes 38 seconds West, along said right of way line, a distance of 1050.96 feet to the point of beginning of the following

COPY

EXHIBIT "A"

Parcel 2 (Continued)

described parcel.
Thence continue north 43 degrees 08 minutes 38 seconds West a distance of 1577.34 feet;
thence south 46 degrees 51 minutes 22 seconds west a distance of 63.46 feet;
thence south 17 degrees 05 minutes 14 seconds east a distance of 421.43 feet;
thence south 01 degrees 49 minutes 23 seconds West a distance of 1037.87 feet;
thence south 24 degrees 54 minutes 09 seconds east a distance of 60.06 feet;
thence north 60 degrees 24 minutes 31 seconds east a distance of 793.61 feet;
thence south 89 degrees 08 minutes 58 seconds east a distance of 318.77 feet to the point of beginning.

EASEMENT NO. 1:

An easement for ingress and egress 30.00 feet in width lying 15 feet each side of the centerline in Township 36 South, Range 39 East and Township 37 South, Range 39 East the centerline of which being described as follows:

Beginning at a point on a Westerly prolongation of the centerline of Gatlin Boulevard as shown on Florida Department of Transportation right-of-way maps for State Road 9 (I-95) Section 94001-2412, dated 6/22/77, with last revision of 9/11/79, said point being 15 feet westerly of the west toe of spoil lying west of the "Borrow Canal"; thence northerly, 15 feet westerly of, as measured at right angles, and parallel with said west toe of spoil of the "Borrow Canal"; thence easterly, northeasterly, northerly and northwesterly, 15 feet distance from, as measured at right angles and parallel with the said toe of spoil of the "Borrow Canal" to a point 15 feet southerly of, as measured at right angles, the south toe of spoil south of the Canal South of the north line of Section 10, Township 37 South, Range 39 East; thence Westerly parallel with the said south toe of spoil to the intersection with a line 15 feet westerly of, as measured at right angles, the West toe of spoil lying West of a Canal west of the east line of Section 4, Township 37 South, Range 39 East; thence Northerly parallel with the said west toe of spoil of said Canal and the Northerly prolongation thereof to the Southeasterly boundary of "Grove 2".

EASEMENT NO. 2:

An easement for ingress and egress 30.00 feet in width lying in Township 36 South, Range 39 East and Township 37 South, Range 39 East being bounded as follows:
On the northeast by the ingress and egress easement from Gatlin Boulevard to said "Grove 2"; on the Northwest by the southerly toe of slope of the spoil bank south of the "O.L. Peacock Canal"; on the southwest by the 20.00 feet wide ingress and egress easement from "Grove 1", to "Grove 3", on the southeast by a line 30.00 feet southeasterly of, as measured at right angles, and parallel with the aforedescribed northwest boundary.

COPY

EXHIBIT "A"

PARCEL 3

DUDA PARCEL

A parcel of land lying in Sections 28, 29, 31, 32 and 33 Township 36 South, Range 39 East, and Sections 4 and 5, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right-of-way line of the Florida East Coast Railway Co. "Fort Pierce Cut-Off" Track as shown on Pages V. 3d/6 and V.3d/7, dated February 1, 1950 with Tract Correct revision dated 4/28/67 and the Southwesterly right-of-way line of South Florida Water Management District Canal C-24; thence run S 44°46'02" W, a distance of 4809.54 feet to the Northwesterly corner of lands described in Official Record Book 477, Page 560, Public Records, St. Lucie County, Florida and the POINT OF BEGINNING; thence South 43°25'41" East, along the westerly line of said lands, a distance of 3309.86 feet to the Southwesterly corner of the aforesaid lands; thence North 35°05'51" East, along the Southerly line of the aforesaid lands, a distance of 4892.60 feet to the Southwesterly right-of-way line of the aforesaid South Florida Water Management Districts C-24 Canal; along the aforesaid Southwesterly Right-of-Way Line South 43°08'38" East, a distance of 2327.32 feet to the Northern most point of Grove 2 as described in Official Record Book 477, Page 560, Public Records, St. Lucie County, Florida; thence departing the aforesaid Southwesterly right- of-way line of the C-24 Canal South 46°52'25" West, along the Northwesterly line of the aforesaid Grove 2, a distance of 2151.65 feet; thence South 43°12'50" East, along the Southwesterly line of Grove 2, a distance of 4647.83 feet to the intersection with the Northerly line of those lands described in Official Record Book 658, Page 110, Public Records, St. Lucie County, Florida; thence South 51°16'22" West, along said Northerly line, a distance of 950.05 feet to the intersection with the Northerly line of the Peacock Cemetery Parcel as described in Official Records Book 369, Page 1166, Public Records, St. Lucie County, Florida; thence along said Northerly and Westerly line of said Cemetery parcel, the following courses and distances: South 45°15'13" West, a distance of 400.02 feet; thence South 38°44'44" West, a distance of 1227.76 feet; thence South 27°11'26" East, a distance of 67.85 feet to the Northerly top of bank of O.L. Peacock Canal; thence along the northerly top of bank of said O.L. Peacock Canal, the following courses and distances:

South 75°29'17" West, a distance of 65.34 feet;
Thence South 72°49'14" West, a distance of 56.76 feet;
Thence South 74°47'53" West, a distance of 186.47 feet;
Thence South 74°19'03" West, a distance of 254.27 feet;
Thence South 73°21'27" West, a distance of 169.47 feet;
Thence South 74°55'09" West, a distance of 277.14 feet;
Thence South 73°51'40" West, a distance of 276.70 feet;
Thence South 70°57'21" West, a distance of 154.19 feet;
Thence South 74°10'23" West, a distance of 128.57 feet;
Thence South 72°03'14" West, a distance of 107.48 feet;
Thence South 78°34'38" West, a distance of 102.69 feet;
Thence South 75°04'05" West, a distance of 194.77 feet;
Thence South 72°33'58" West, a distance of 75.48 feet;
Thence South 75°55'30" West, a distance of 157.24 feet;
Thence South 71°39'51" West, a distance of 59.39 feet;

Thence North 34°54'59" West, departing said top of bank, a distance of 4760.96 feet; thence North 45°07'48" West, a distance of 3688.37 feet; thence North 44°46'02" East, a distance of 728.76 feet to the intersection with the South line of Section 30, Township 36 South, Range 39 East, St Lucie County, Florida; thence North 89°40'25" East, along said South line, a distance of 312.01 feet to the Southeast corner of said Section 30;

COPY

EXHIBIT "A"

PARCEL 3 (continued)

thence North 04°13'20" West, along the East line of said Section 30, a distance of 258.80 feet to the Southeasterly Right-of-Way line of the aforesaid Florida East Coast Railway; thence North 44°46'02" East, along said Southeasterly Right-of-Way line, a distance of 259.86 feet to the POINT OF BEGINNING.

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EXHIBIT "A"

PARCEL 4

COPY

UNRECORDED MONTAGE PLATS NORTH OF C-24 CANAL

A parcel of land being a portion of Section 28, 29, 33 and 34, Township 36 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Begin at the intersection of the southeasterly right-of-way line of the Florida East Coast Railroad and the northeasterly right-of-way line of South Florida Water Management District Canal No. C-24; thence North 44°45'38" East, along said southeasterly right-of-way line, a distance of 1,221.80 feet to the easterly prolongation of the southerly line of Sabal Creek, Phase II, according to the plat thereof, as recorded in Plat Book 24, Pages 1, 1A, 1B and 1C, Public Records of St. Lucie County, Florida; thence South 43°34'29" East, departing said right-of-way line, along the said southerly prolongation and the south line of the aforementioned plat and the southerly line of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie County, Florida, a distance of 5,340.48 feet; thence continuing along the southerly line of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie County, Florida, South 43°09'01" East, a distance of 1,026.26 feet to the southeast corner of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie County, Florida; thence North 45°11'03" East, along the east line of said plat, a distance of 0.99 feet; thence South 43°08'40" East, departing said east line, a distance of 52.97 feet; thence South 43°09'00" East, a distance of 331.07 feet; thence South 43°08'32" East, a distance of 3671.33 feet; thence South 72°42'41" East, a distance of 217.77 feet to the northwesterly line of that certain parcel of land described in Special Warranty Deed, as recorded in Official Records Book 1577, Page 1222, Public Records of St. Lucie County, Florida; thence North 61°51'31" East, along said northwesterly line, a distance of 188.61 feet to the northerly corner of said certain parcel of land; thence South 43°08'30" East, along the northeasterly line and easterly prolongation of said certain parcel of land, a distance of 2361.96 feet to the north line of that certain parcel of land described in Official Records Book 1547, Page 490, Public Records of St. Lucie County, Florida; said point being parallel with and 1024.10 feet northerly of, as measured at right angles to the south line of said Section 34; thence North 89°52'17" East, along said north line and parallel line, a distance of 1211.13 feet to a point on a non-tangent curve, concave to the northwest, having a radius of 2060.00 feet, the radius point of which bears North 50°24'45" West; thence southwesterly, departing said north line and parallel line, along the arc of said curve through a central angle of 03°00'41", a distance of 108.27 feet to the point of tangency; thence South 42°35'56" West, a distance of 556.01 feet to the point of curvature of a curve concave to the northwest, having a radius of 776.00 feet; thence southwesterly along the arc of said curve through a central angle of 07°36'31", a distance of 103.05 feet to the point of compound curvature of a curve concave to the northwest, having a radius of 1639.50 feet; thence southwesterly along the arc of said curve through a central angle of 19°59'18", a distance of 571.96 feet; thence South 89°56'01" West, a distance of 1531.40 feet to said northeasterly right-of-way line of South Florida Water Management District Canal No. C-24; thence North 43°08'36" West, along said right-of-way line, a distance of 12,679.36 feet to the point of beginning.

EXHIBIT "A"

PARCEL 4 (continued)

COPY

LESS AND EXCEPT that property contained in All of the Plat of Montage PUD No. 1, according to the Plat thereof as recorded in Plat Book 49, Page 23, Public Records of St. Lucie County, Florida.

COPY

COPY

EXHIBIT "A"

PARCEL 5

RECORDED MONTAGE PLAT

All of the Plat of Montage PUD No. 1, according to the Plat thereof as recorded in Plat Book 49, Page 23, Public Records of St. Lucie County, Florida, LESS AND EXCEPT the Commercial Tract.

COPY
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COPY

Dan Sorrow

Subject: FW: Verano Street Names

From: JoAnn Riley [mailto:rileyj@stlucieco.org]
Sent: Tuesday, April 01, 2014 1:06 PM
To: Dan Sorrow
Cc: Lou Paratore; Robert Fromm; Bur Divine; Bob Lawson
Subject: Verano Street Names

Daniel:

St. Lucie County staff has reviewed the additional names provided for Verano and would be happy to reserve the following names:

1. Positano
2. Sapri
3. Cosenza
4. Caserta
5. Morolo
6. Tivolo
7. Appian Way
8. Matera
9. Modena

JoAnn Riley
Property Acquisition Manager
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
(772) 462-2825
rileyj@stlucieco.org

mption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

OCTOBER, 2015 SHEET 1 OF 8

PLAT BOOK	
PAGE	
FILE NO.	
DATE	
TIME	

DESCRIPTION:

BEING PORTIONS OF FIRENZE STREET, VISCONTI WAY, COMMON AREA "A", COMMON AREA "D" AND THE 26 FOOT EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PARCEL LYING IN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY CORNER OF VERANO P.U.D. NO. 1, PLAT NO. 12 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 43°08'36" WEST, ALONG THE NORTHEASTERLY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL, A DISTANCE OF 2221.22 FEET TO A POINT ON THE EAST LINE OF VERANO P.U.D. NO. 1, PLAT NO. 16, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE ALONG SAID EAST LINE THROUGH THE FOLLOWING FOURTEEN (14) COURSES, NORTH 46°51'24" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 43°08'36" EAST, A DISTANCE OF 414.61 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 225.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 46°51'25" EAST; THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 353.43 FEET; THENCE NORTH 46°51'24" EAST, A DISTANCE OF 769.92 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 27°06'52" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°11'57", A DISTANCE OF 10.90 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 211.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°01'11"; A DISTANCE OF 158.43 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 21°30'20"; A DISTANCE OF 106.60 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1167.50 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°25'45", A DISTANCE OF 131.00 FEET; THENCE NORTH 49°59'59" WEST, A DISTANCE OF 38.09 FEET; THENCE NORTH 40°00'01" EAST, A DISTANCE OF 65.00 FEET; THENCE SOUTH 49°59'59" EAST, A DISTANCE OF 38.09 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1232.50 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°39'04"; A DISTANCE OF 143.08 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 581.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 07°28'37"; A DISTANCE OF 75.82 FEET; THENCE NORTH 46°25'31" EAST, A DISTANCE OF 149.37 FEET TO A POINT ON THE SOUTHWESTERLY LINE OF LOTS 82 AND 83, SABAL CREEK, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 1, 1A THROUGH 1C AND LOTS 152, 153, 158 AND 159, SABAL CREEK, PHASE IV AS RECORDED IN PLAT BOOK 24, PAGES 17 AND 17A ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 43°34'29" EAST, ALONG SAID SOUTHWESTERLY LINE THROUGH THE FOLLOWING TWO (2) COURSES, A DISTANCE OF 1683.90 FEET; THENCE SOUTH 43°09'01" EAST, A DISTANCE OF 637.74 FEET TO A POINT ON THE NORTHWESTERLY LINE OF SAID VERANO P.U.D. NO. 1, PLAT NO. 12; THENCE ALONG THE NORTHWESTERLY LINE OF SAID VERANO P.U.D. NO. 1, PLAT NO. 12 THOUGH THE FOLLOWING TEN (10) COURSES, SOUTH 46°51'28" WEST, A DISTANCE OF 137.87 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 98.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°20'13" WEST; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°02'57", A DISTANCE OF 116.38 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 12.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°33'44"; A DISTANCE OF 7.24 FEET; THENCE NORTH 43°09'00" WEST, A DISTANCE OF 46.36 FEET; THENCE SOUTH 46°51'00" WEST, A DISTANCE OF 91.00 FEET; THENCE SOUTH 43°09'00" EAST, A DISTANCE OF 1.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 12.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°10'36"; A DISTANCE OF 16.16 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°39'17"; A DISTANCE OF 78.09 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 12.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°28'05"; A DISTANCE OF 12.25 FEET; THENCE SOUTH 46°51'24" WEST, A DISTANCE OF 947.85 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL OF LAND:

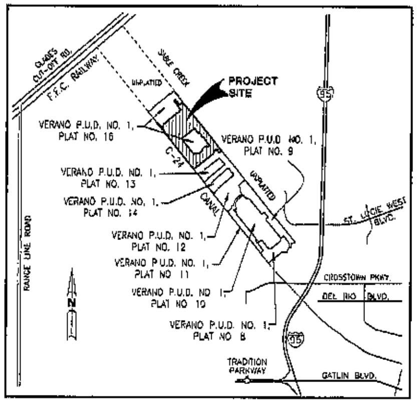
A PORTION OF LOTS 73 THROUGH 84, TRACT "CA26, TRACT CA27" TRACT "R-2" AND TRACT "3A" OF SAID VERANO P.U.D. NO. 1, PLAT NO. 16, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MOST WESTERLY CORNER OF VERANO P.U.D. NO. 1, PLAT NO.12, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 43°08'36" WEST, ALONG THE NORTHEASTERLY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL, A DISTANCE OF 450.63; THENCE NORTH 46°51'24" EAST, A DISTANCE OF 360.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE ALONG THE SOUTH LINE OF SAID TRACT "3A" THROUGH THE FOLLOWING THREE (3) COURSES, NORTH 43°08'36" WEST, A DISTANCE OF 573.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 325.00 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°17'12"; A DISTANCE OF 58.35 FEET; THENCE NORTH 33°51'24" WEST, A DISTANCE OF 99.40 FEET TO A POINT ON THE WEST LINE OF SAID TRACT "3A"; THENCE ALONG SAID WEST LINE, NORTH 46°51'24" EAST, A DISTANCE OF 604.72 FEET TO A POINT ON THE NORTH LINE OF SAID TRACTS "3A", CA26", "CA27" AND "R-1" OF SAID VERANO P.U.D. NO. 1, PLAT NO. 16 AND TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1480.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°54'20" WEST; THENCE SOUTHEASTERLY, ALONG THE NORTH LINE OF SAID TRACTS "3A", CA26", "CA27" AND "R-1" THROUGH THE FOLLOWING THIRTEEN (13) COURSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°58'31", A DISTANCE OF 76.85 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 231.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°22'58"; A DISTANCE OF 122.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1180.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°48'00"; A DISTANCE OF 57.80 FEET; THENCE NORTH 46°25'31" EAST, A DISTANCE OF 20.53 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1200.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 33°31'14" WEST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 04°34'47", A DISTANCE OF 95.82 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°18'58", A DISTANCE OF 38.98 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°50'53"; A DISTANCE OF 17.94 FEET; THENCE SOUTH 42°47'58" EAST, A DISTANCE OF 78.12 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 47.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 11°41'02" WEST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 32°42'14", A DISTANCE OF 26.83 FEET TO

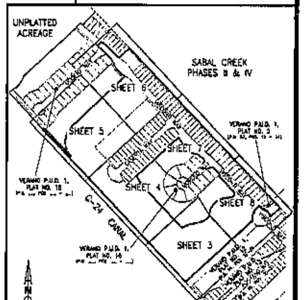
DESCRIPTION: (CONTINUED)

A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE A POINT OF REVERSE CURVATURE WITH ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 89°23'54"; A DISTANCE OF 39.01 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°24'52", A DISTANCE OF 29.63 FEET; THENCE SOUTH 43°34'29" EAST, A DISTANCE OF 68.00 FEET; THENCE SOUTH 46°25'31" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 43°34'29" EAST, A DISTANCE OF 54.56 FEET; THENCE SOUTH 43°09'00" EAST, A DISTANCE OF 174.16 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "3A" AND TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 40.00 FEET; THENCE ALONG THE EAST LINE OF SAID TRACT "3A" THROUGH THE FOLLOWING SEVEN (7) COURSES, SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 138°47'39"; A DISTANCE OF 96.90 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 201.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 91°34'31"; A DISTANCE OF 321.26 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 47.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°47'17"; A DISTANCE OF 35.10 FEET; THENCE SOUTH 46°51'24" WEST, A DISTANCE OF 17.73 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 132.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°46'57"; A DISTANCE OF 70.92 FEET; THENCE SOUTH 77°38'22" WEST, A DISTANCE OF 83.98 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 468.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 15°21'04"; A DISTANCE OF 125.39 FEET TO THE POINT OF BEGINNING.

CONTAINING 48.103 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT VERANO DEVELOPMENT LLC., OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS VERANO, P.U.D. NO. 1, PLAT NO. 15, HAS CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DOES HEREBY DEDICATE AS FOLLOWS:

1. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS AS PRIVATE UTILITY EASEMENTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITIES ONLY, AND NOT FOR VIDEO COMMUNICATION OR OTHER PURPOSES.

2. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO HOME TOWN CABLE TV, LLC. ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UNDERGROUND TELEPHONE CABLE, INTERNET, SECURITY LINES AND OTHER TELECOMMUNICATION SERVICES.

3. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UNDERGROUND TELEPHONE CABLE, INTERNET, SECURITY LINES AND OTHER TELECOMMUNICATION SERVICES.

4. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED IN FAVOR OF THE CITY OF PORT ST. LUCIE, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES, THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

5. THE CITY UTILITY EASEMENTS (C.U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WITHOUT THE CITY'S WRITTEN PERMISSION. THERE SHALL BE NO IMPROVEMENTS OF ANY KIND INCLUDING, BUT NOT LIMITED TO, LANDSCAPING CONSTRUCTED WITHIN THE BOUNDARIES OF THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. VERANO PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE, IN THE EVENT, SUCH VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE.

6. THE DRAINAGE EASEMENTS (D.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE VERANO PROPERTY OWNERS ASSOCIATION INC, FOR DRAINAGE AND ACCESS PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

7. THE PRIVATE STREET RIGHT-OF-WAY (TRACT "R-1"), AS SHOWN HEREON, IS HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., FOR INGRESS AND EGRESS, ACCESS, STORMWATER AND UTILITY PURPOSES (INCLUDING CATV), AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND / OR ASSIGNS. A NON-EXCLUSIVE INGRESS, EGRESS, DRAINAGE, MAINTENANCE AND UTILITY EASEMENT OVER ALL SUCH PRIVATE STREET RIGHTS-OF-WAY IS DEDICATED TO THE VILLAGE EMILIA ASSOCIATION, INC., TOGETHER WITH THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN THE STREETS, DRAINAGE AND STORMWATER FACILITIES AND UTILITIES LOCATED OR TO BE LOCATED WITHIN SUCH RIGHTS-OF-WAY. AN EASEMENT OVER AND UNDER SUCH STREETS, RIGHTS-OF-WAY AS SHOWN HEREON IS ALSO RESERVED IN FAVOR OF THE CITY OF PORT ST. LUCIE, FOR ACCESS BY SERVICE AND EMERGENCY VEHICLES, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT AREA OR SUCH PRIVATE STREETS, RIGHT-OF-WAY, ETC., EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

8. COMMON AREA TRACTS CA15, CA16 CA17, CA18, CA19, CA20, CA22, CA23, CA24 AND C25 AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC, FOR OPEN SPACE, LANDSCAPE, AND STORM WATER MANAGEMENT PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS

9. THE DRAINAGE EASEMENTS AND UTILITY EASEMENTS SHOWN OR DESCRIBED HEREON ARE DEDICATED ON A NON-EXCLUSIVE BASIS TO THE VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT, FORMERLY KNOWN AS MONTAGE RESERVE CENTER COMMUNITY DEVELOPMENT DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES (CENTER DISTRICT), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF, SUCH OF THE DISTRICTS (AS DEFINED IN THE BELOW-DESCRIBED DISTRICT INTERLOCAL AGREEMENT) IN WHICH THE PLATTED LANDS LIE, IN ACCORDANCE WITH THE DISTRICT INTERLOCAL AGREEMENT DATED AS OF NOVEMBER 17, 2005, AND RECORDED JANUARY 9, 2006, IN OFFICIAL RECORDS BOOK 2457, PAGES 247-272, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (DISTRICT INTERLOCAL AGREEMENT), ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING ROADWAYS, UTILITIES, DRAINAGE, AND SURFACE WATER MANAGEMENT.

10. THE STORMWATER MANAGEMENT TRACT "3B" AS SHOWN HEREON IS HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., FOR STORM WATER MANAGEMENT AND MAINTENANCE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

11. THE LAKE MAINTENANCE AND ACCESS EASEMENTS AS SHOWN HEREON ARE HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS FOR STORMWATER MAINTENANCE AND ACCESS PURPOSES.

12. TRACT "A" AS SHOWN HEREON IS HEREBY RESERVED BY VERANO DEVELOPMENT, LLC FOR FUTURE DEVELOPMENT AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID VERANO DEVELOPMENT, LLC, ITS SUCCESSORS AND/OR ASSIGNS.

13. THE EMERGENCY ACCESS EASEMENT, AS SHOWN HEREON, IS HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., FOR EMERGENCY ACCESS PURPOSES BY EMERGENCY AND SERVICE VEHICLES, PUBLIC OR OTHERWISE, INCLUDING THE CITY OF PORT ST. LUCIE SERVICE AND EMERGENCY VEHICLES AND IS THE MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

IN WITNESS WHEREOF, VERANO DEVELOPMENT, LLC., A FLORIDA LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER THIS DAY OF ______________, 2015

WITNESS ______________

(PRINT NAME OF WITNESS) ______________

WITNESS ______________

(PRINT NAME OF WITNESS) ______________

VERANO DEVELOPMENT LLC.
A DELAWARE LIMITED LIABILITY COMPANY
BY: THE KOLTER GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SOLE MANAGER

BY: ______________
HOWARD ERBSTEIN
MANAGER

DEDICATION ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED HOWARD ERBSTEIN, MANAGER OF THE KOLTER GROUP, LLC., A FLORIDA LIMITED LIABILITY COMPANY, SOLE MANAGER OF VERANO DEVELOPMENT LLC, A DELAWARE LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT ST. LUCIE COUNTY, FLORIDA, THIS ___ DAY OF ___________, 2015.

____
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINT NAME: ______________

MY COMMISSION EXPIRES: ______________

MORTGAGEE'S CONSENT

STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF CERTAIN MORTGAGES UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 3754, PAGE 1167, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS_______ DAY OF ______________ 2015.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

____
(PRINT NAME OF WITNESS)

____
WITNESS

____
(PRINT NAME OF WITNESS)

____
WITNESS

BY: ______________
JOE HARDY
SENIOR VICE PRESIDENT

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

THE FOREGOING MORTGAGEE CONSENT WAS ACKNOWLEDGED BEFORE ME THIS______ DAY OF __________ 2015, BY JOE HARDY AS SENIOR VICE PRESIDENT, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

MY COMMISSION EXPIRES: ___________

____
NOTARY PUBLIC

PRINT NAME: ______________

VERANO DEVELOPMENT, LLC SEAL

MORTGAGEE'S NOTARY SEAL

REGIONS BANK SEAL

NOTE:
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

CITY OF PORT ST. LUCIE PROJECT NO. P15-172

VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

OCTOBER, 2015 SHEET 2 OF 8

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ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT, FORMERLY KNOWN AS MONTAGE RESERVE CENTER COMMUNITY DEVELOPMENT DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES (CENTER DISTRICT), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF SUCH OF THE DISTRICTS (AS DEFINED IN THE BELOW DESCRIBED DISTRICT INTERLOCAL AGREEMENT) IN WHICH THE PLATTED LANDS LIE, IN ACCORDANCE WITH THE DISTRICT INTERLOCAL AGREEMENT DATED AS OF NOVEMBER 17, 2005 AND RECORDED JANUARY 9, 2007 IN OFFICIAL RECORDS BOOK 2457, PAGES 247-272, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, HEREBY:

1. ACCEPTS THE DEDICATIONS OF UTILITY EASEMENTS, LAKE ACCESS AND MAINTENANCE EASEMENTS, DRAINAGE EASEMENTS, IRRIGATION EASEMENTS AND INGRESS AND ACCESS EASEMENTS SHOWN OR DESCRIBED HEREON AND SPECIFICALLY DEDICATED TO THE CENTER DISTRICT FOR THE PURPOSE OF PROVIDING UTILITIES, DRAINAGE AND SURFACE WATER MANAGEMENT BUT DOES NOT ACCEPT ANY OTHER RIGHT-OF-WAY EASEMENT, TRACT OR ANY OTHER INTEREST IN REAL ESTATE OTHERWISE DEDICATED TO THE PUBLIC.

2. ACCEPTS A NON-EXCLUSIVE INGRESS, EGRESS, DRAINAGE, MAINTENANCE AND UTILITY EASEMENT OVER ALL WATER MANAGEMENT TRACTS AND COMMON AREA TRACTS AND SHOWN OR DESCRIBED HEREON.

3. CONSENTS TO THE PLATTING OF THE LANDS DESCRIBED HEREON.

THE RECORDING IN THE OFFICE OF THE COUNTY CLERK OF ST. LUCIE COUNTY, FLORIDA OF THE WITHIN PLAT SHALL TERMINATE, WITH RESPECT TO THE LANDS EMBRACED HEREBY, ALL DEDICATIONS OF DEDICATION, BUT NOT THE OBLIGATION OF COMPLETION SET FORTH IN THAT CERTAIN AGREEMENT TO DEDICATE AND COMPLETE PUBLIC INFRASTRUCTURE, DATED AS OF APRIL 12, 2007, AND RECORDED IN OFFICIAL RECORDS BOOK 2561, PAGE 1517 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. DATED THIS ____ DAY OF _____, 2015.

ATTEST: VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT

ASST. SECRETARY BY: JOHN CSAPO
CHAIRMAN

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING ACCEPTANCE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2015, BY JOHN CSAPO, CHAIRMAN OF VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

PRINT NAME: _____

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, ROBERT M. GRAHAM, ATTORNEY, DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY; THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO VERANO DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY; THAT THE CURRENT TAXES HAVE BEEN PAID; AND THAT I FIND THAT ALL MORTGAGES ARE SHOWN AND ARE TRUE AND CORRECT.

MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 3754, PAGE 1107, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

DATE: _____

ROBERT M. GRAHAM
WEST PALM BEACH, FLORIDA 33401
FLORIDA BAR NUMBER 273582

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
COUNTY OF ST. LUCIE

HEREBY CERTIFY THAT THIS PLAT OF VERANO, P.U.D. NO. 1, PLAT NO. 15A, HAS BEEN OFFICIALLY APPROVED FOR RECORDING BY THE CITY COUNCIL OF PORT ST. LUCIE, FLORIDA, THIS _____ DAY OF _____, 2015.

CITY COUNCIL, CITY OF PORT ST. LUCIE — ATTEST:

GREGORY J. ORAVEC, MAYOR — KAREN A. PHILLIPS, CITY CLERK

CERTIFICATE OF APPROVAL CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS _____ DAY OF _____, 2015.

JOSEPH E. SMITH
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL WHICH BEARS N43°06'35"W. ALL BEARINGS ARE RELATIVE THERETO.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS IS TO CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS AND MONUMENTS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF PORT ST. LUCIE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA.

DATE

WILBUR F. DIVINE, P.S.M.
FLORIDA CERTIFICATE NO. 4190
STATE OF FLORIDA

CLERK OF THE COURT SEAL

CITY OF PORT ST. LUCIE SEAL

SURVEYOR'S SEAL

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

NOTE:
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE

CITY OF PORT ST. LUCIE PROJECT NO. P15-172 JOB NO. WF683015

VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

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OCTOBER, 2015 SHEET 3 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC., LB 7062
ENGINEERS PLANNERS SURVEYORS
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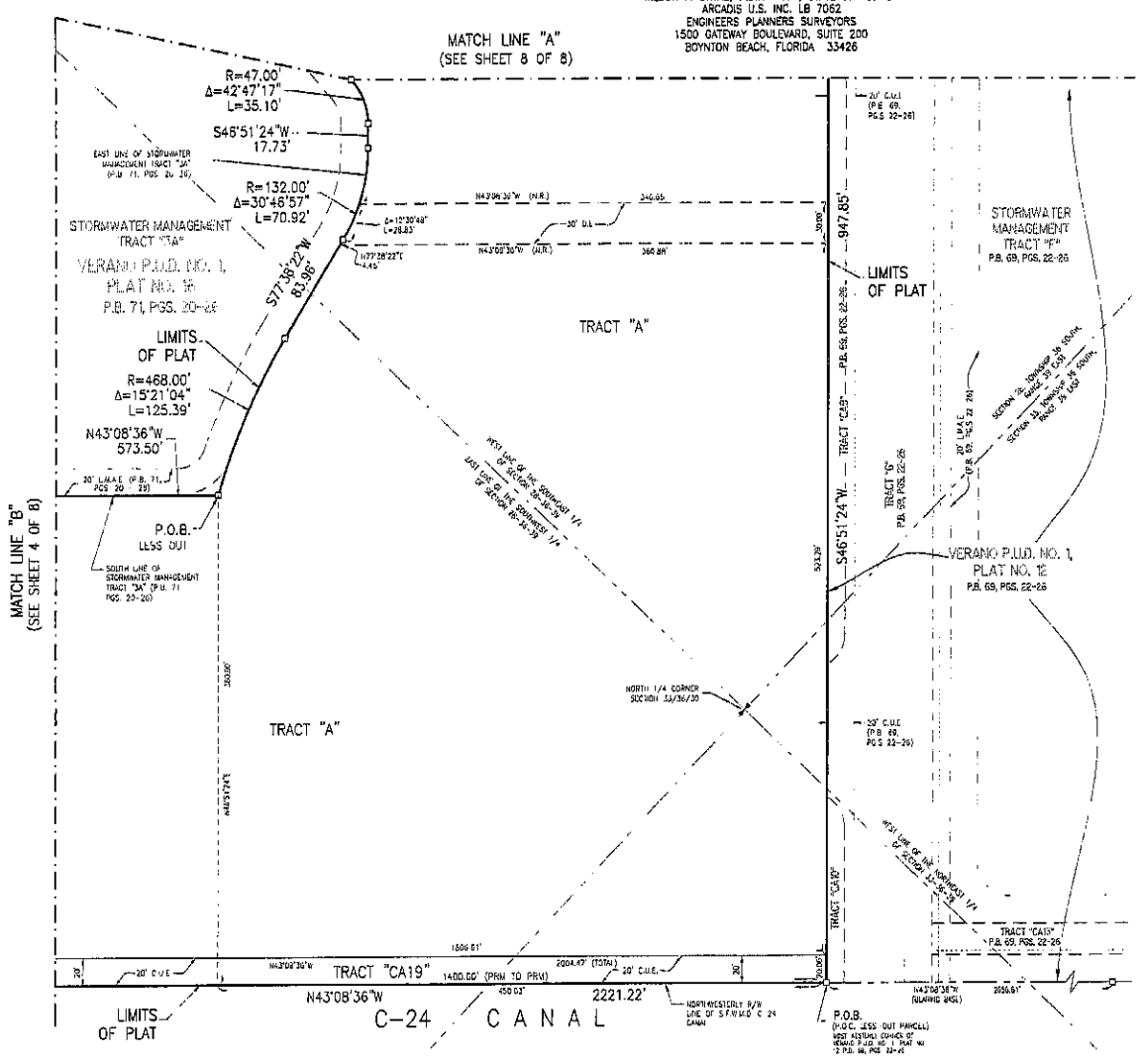
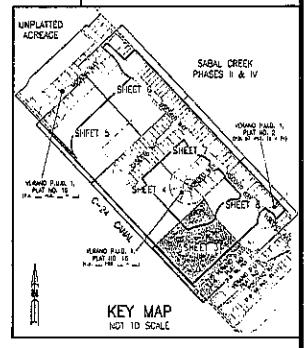
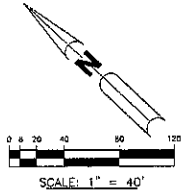
BOYNTON BEACH, FLORIDA 33426





LEGEND:

- ■ = SET PERMANENT REFERENCE MONUMENT (PRM LB 7062
- □ = FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
- ⊕ = PERMANENT CONTROL POINT LB 7062
- Δ = DELTA ANGLE
- L = ARC LENGTH
- R = RADIUS
- ℄ = CENTERLINE
- A.E. = ACCESS EASEMENT
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- C.U.E. = CITY UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- I.E. = IRRIGATION EASEMENT
- L.B. = LICENSED SURVEY BUSINESS
- L.E. = LANDSCAPE EASEMENT
- L.M.A.E. = LAKE MAINTENANCE AND ACCESS EASEMENT
- (N.R.) = NON RADIAL
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.C. = POINT OF CURVATURE
- PG. = PAGE
- P.I. = POINT OF INTERSECTION
- P.O.B. = POINT OF BEGINNING
- PRM = PERMANENT REFERENCE MONUMENT
- P.T. = POINT OF TANGENCY
- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- (RAD.) = RADIAL
- SEC = SECTION
- S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- U.E. = UTILITY EASEMENT
- (142) = PROPOSED LOT NUMBER
- [11] = EXISTING LOT NUMBER



SCALE: 1" = 40'

SHEET 3 OF 8

CITY OF PORT ST. LUCIE PROJECT NO. P15-172 JOB NO. WF883015

VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

OCTOBER, 2015 SHEET 4 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

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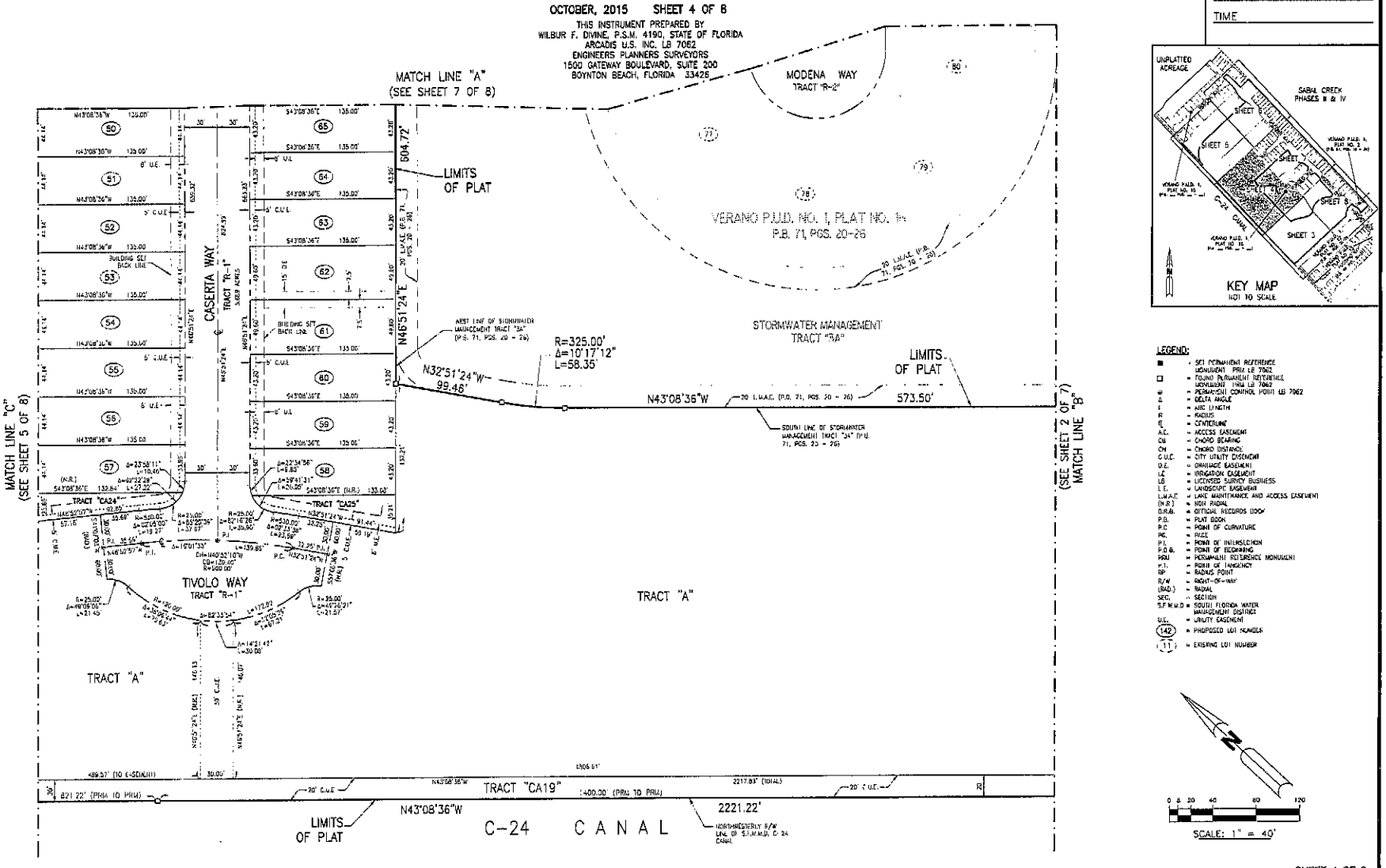

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- U.E. = UTILITY EASEMENT
- (142) = PROPOSED LOT NUMBER
- (11) = EXISTING LOT NUMBER

SCALE: 1" = 40'

CITY OF PORT ST. LUCIE PROJECT NO. P15-172 JOB NO. 6F883015

VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

OCTOBER, 2015 SHEET 5 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC, LB 7062
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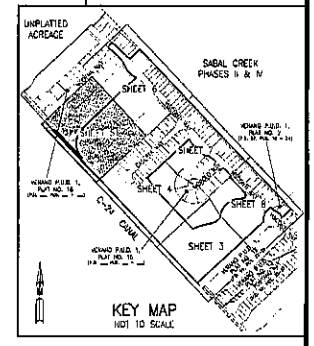
DATE
TIME



MATCH LINE "A"
(SEE SHEET 6 OF 8)

TRACT "A"

STORMWATER MANAGEMENT TRACT "3B"
3.273 ACRES

STORMWATER MANAGEMENT TRACT "3C"

VERANO P.U.D. NO. 1, PLAT NO. 15
P.B. 71, PGS. 20 - 26

LIMITS OF PLAT

MATCH LINE "C"
(SEE SHEET 4 OF 8)

R=225.00'
Δ=90°00'00"
L=353.43'

N46°51'24"E
20.00'

TRACT "CA20"

TRACT "CA19"

414.61'

821.22' (PRM TO PRM)

N43°08'36"W

2221.22'

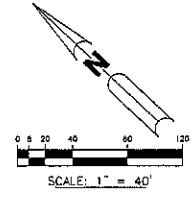
LIMITS OF PLAT

C-24 CANAL

NORTHWESTERLY R/W LINE OF S.F.W.M.D. C-24 CANAL

LEGEND:

■	= SET PERMANENT REFERENCE MONUMENT PRM LB 7062
□	= FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
●	= PERMANENT CONTROL POINT LB 7062
Δ	= DELTA ANGLE
L	= ARC LENGTH
R	= RADIUS
℄	= CENTERLINE
A.E.	= ACCESS EASEMENT
CB	= CHORD BEARING
CH	= CHORD DISTANCE
C.U.E.	= CITY UTILITY EASEMENT
D.E.	= DRAINAGE EASEMENT
I.E.	= IRRIGATION EASEMENT
L.B.	= LICENSED SURVEY BUSINESS
L.E.	= LANDSCAPE EASEMENT
L.M.A.E.	= LAKE MAINTENANCE AND ACCESS EASEMENT
(N.R.)	= NON RADIAL
O.R.B.	= OFFICIAL RECORDS BOOK
P.B.	= PLAT BOOK
P.C.	= POINT OF CURVATURE
PG.	= PAGE
P.I.	= POINT OF INTERSECTION
P.O.B.	= POINT OF BEGINNING
PRM	= PERMANENT REFERENCE MONUMENT
P.T.	= POINT OF TANGENCY
R/	= RADIUS POINT
R/W	= RIGHT-OF-WAY
(RAD.)	= RADIAL
SEC.	= SECTION
S.F.W.M.D.	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
U.E.	= UTILITY EASEMENT
(142)	= PROPOSED LOT NUMBER
11	= EXISTING LOT NUMBER



SCALE: 1" = 40'

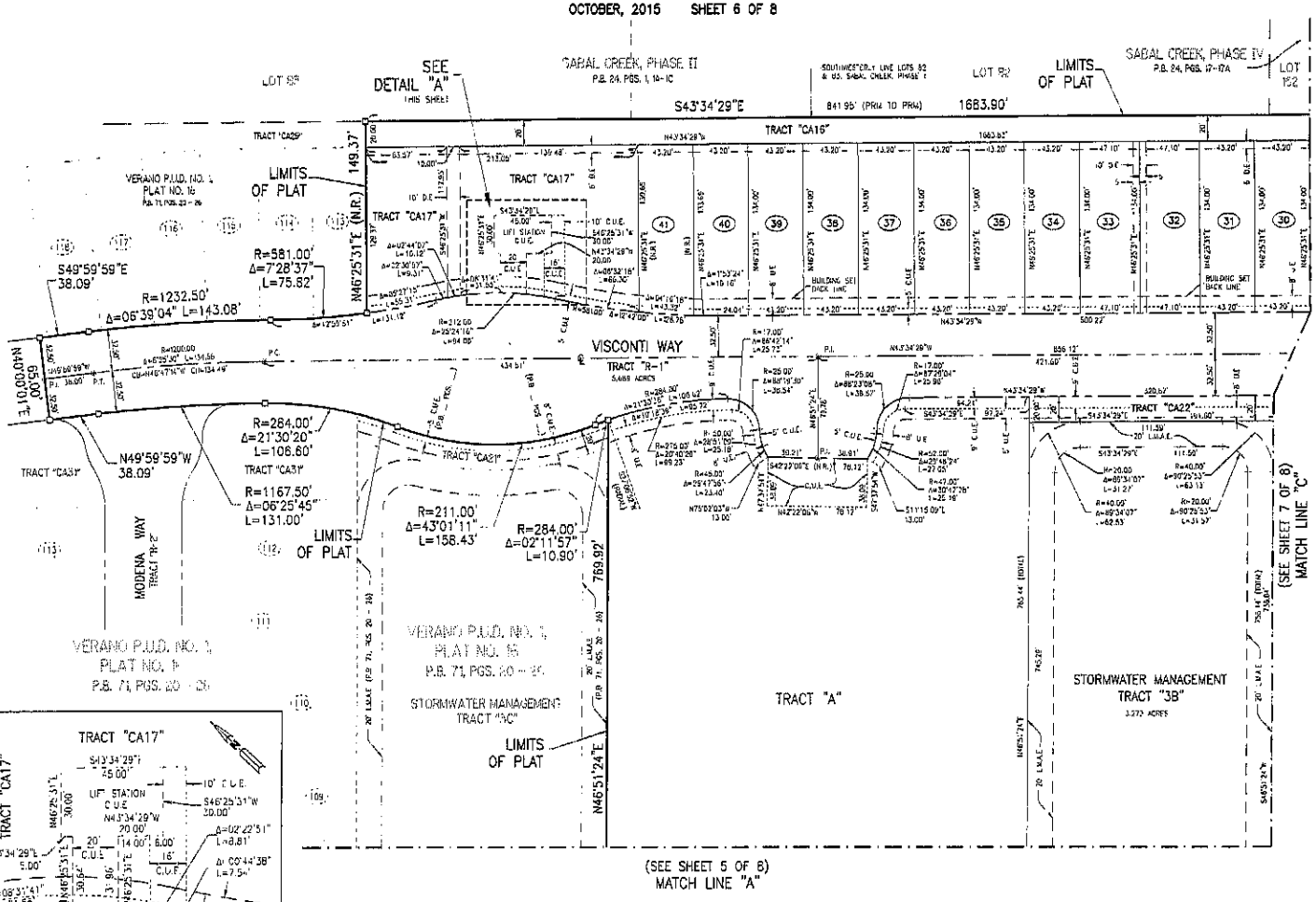
CITY OF PORT ST. LUCIE PROJECT NO. P15-172 JOB NO. WF883015

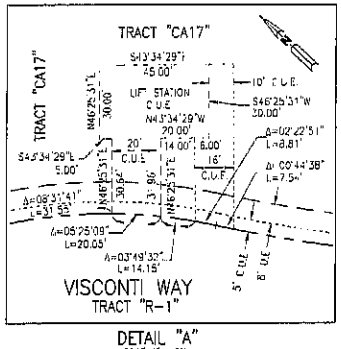
VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

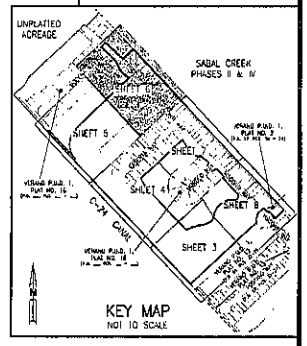
OCTOBER, 2015 SHEET 6 OF 8

PLAT BOOK
PAGE
FILE NO.
DATE
TIME





DETAIL "A"
SCALE 1" = 30'



KEY MAP
NOT TO SCALE

LEGEND:

- ■ = SET PERMANENT REFERENCE MONUMENT PRM LB 7062
- □ = FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
- ⊕ = PERMANENT CONTROL POINT LB 7062
- Δ = DELTA ANGLE
- L = ARC LENGTH
- R = RADIUS
- ℄ = CENTERLINE
- A.E. = ACCESS EASEMENT
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- C.U.E. = CITY UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- I.E. = IRRIGATION EASEMENT
- LB = LICENSED SURVEY BUSINESS
- L.E. = LANDSCAPE EASEMENT
- L.M.A.E. = LAKE MAINTENANCE AND ACCESS EASEMENT
- (N.R.) = NON RADIAL
- O.R.B. = OFFICIAL RECORDS BOOK
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- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- (RAD.) = RADIAL
- SEC = SECTION
- S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- U.E. = UTILITY EASEMENT
- (142) = PROPOSED LOT NUMBER
- (-1-) = EXISTING LOT NUMBER

0 5 20 40 80 120
SCALE: 1" = 40'

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

VERANO, P.U.D. NO. 1, PLAT NO. 15

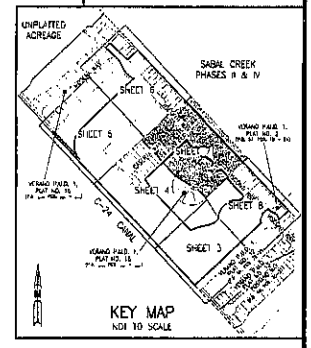
BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

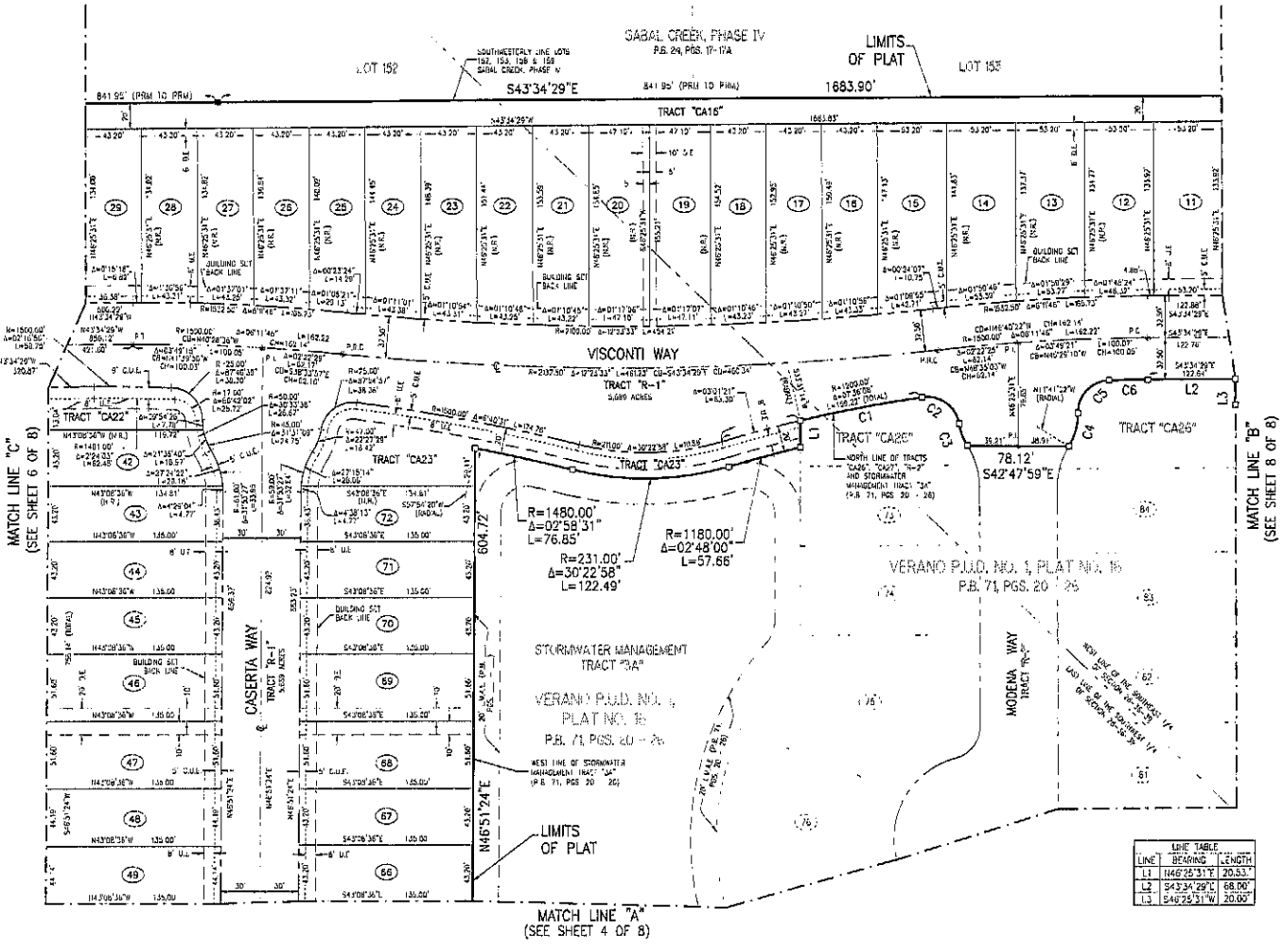
OCTOBER, 2015 SHEET 7 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

PLAT BOOK
PAGE
FILE NO.
DATE
TIME

SCALE: 1" = 40'





LINE TABLE		
LINE	BEARING	LENGTH
L1	N46°25'31"E	20.53'
L2	S43°34'29"E	68.00'
L3	S46°25'31"W	20.00'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	1200.00'	04°34'42"	95.92'
C2	25.00'	89°16'50"	38.96'
C3	45.00'	22°50'53"	17.94'
C4	47.00'	32°42'14"	26.83'
C5	25.00'	88°23'54"	38.01'
C6	1200.00'	01°24'52"	29.63'

LEGEND:

- ■ = SET MONUMENT REFERENCE MONUMENT PRM LB 7062
- □ = FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
- ⊕ = PERMANENT CONTROL POINT LB 7062
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- (11) = EXISTING LOT NUMBER

SHEET 7 OF 8

CITY OF PORT ST. LUCIE PROJECT NO. P15-172 JOB NO. WF883015

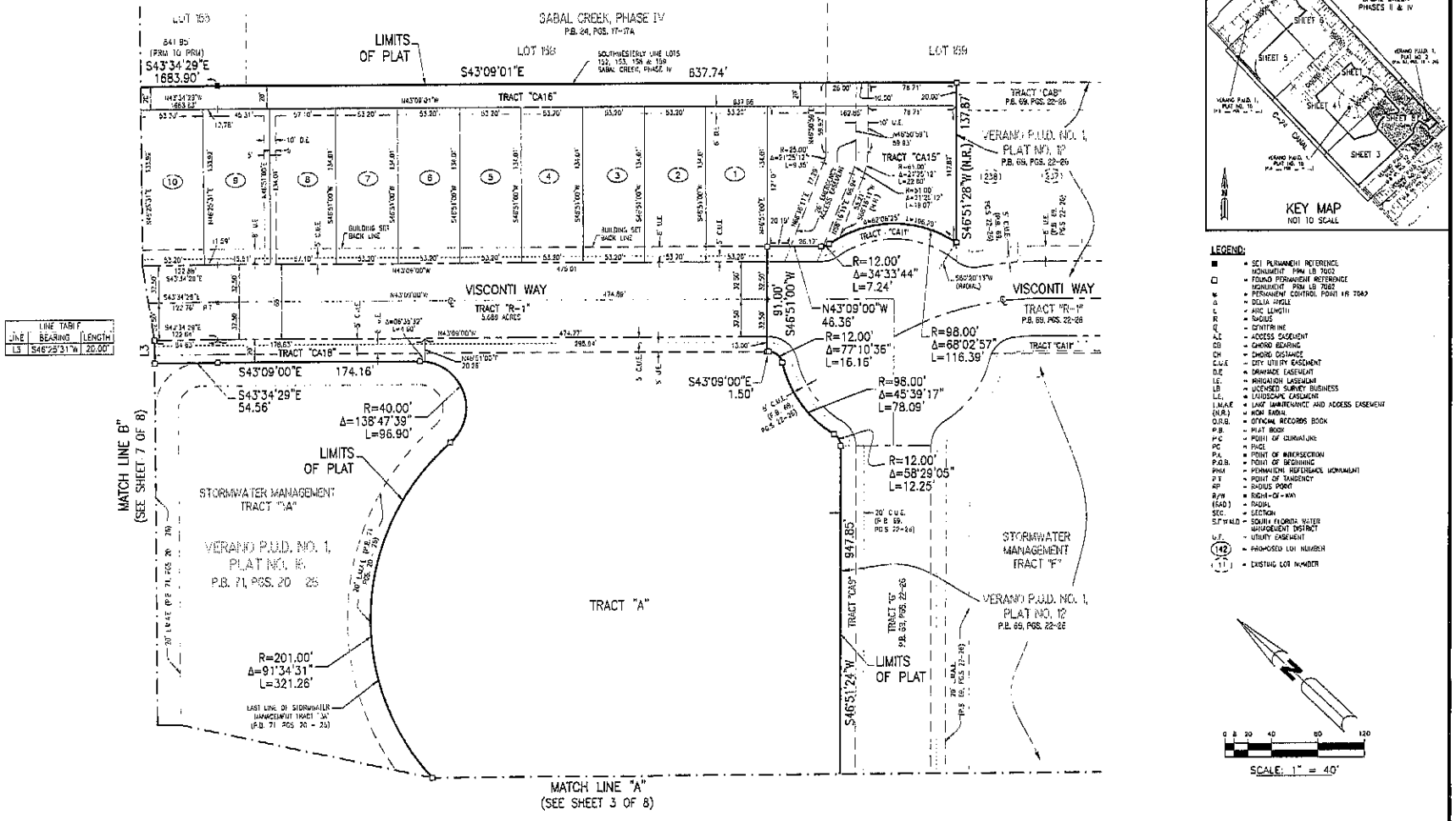
VERANO, P.U.D. NO. 1, PLAT NO. 15

BEING A REPLAT OF A PORTION OF COMMON AREA "A", COMMON AREA "C", FIRENZE STREET, VISCONTI WAY AND THE 26' EMERGENCY ACCESS EASEMENT, VERANO P.U.D. 1, PLAT NO. 2, ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 57, PAGES 18 THROUGH 24 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND A PORTION OF UNPLATTED ACREAGE LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

OCTOBER, 2015 SHEET 8 OF 8

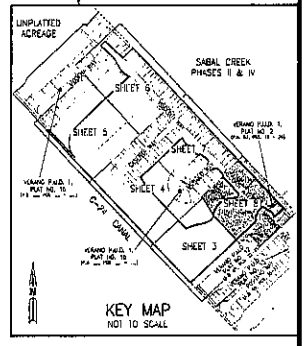
THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

PLAT BOOK	
PAGE	
FILE NO.	
DATE	
TIME	



LINE TABLE

LINE	BEARING	LENGTH
L3	S46°25'31"W	20.00'



LEGEND:

■	= SET PERMANENT REFERENCE MONUMENT PRM LB 7062
□	= FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
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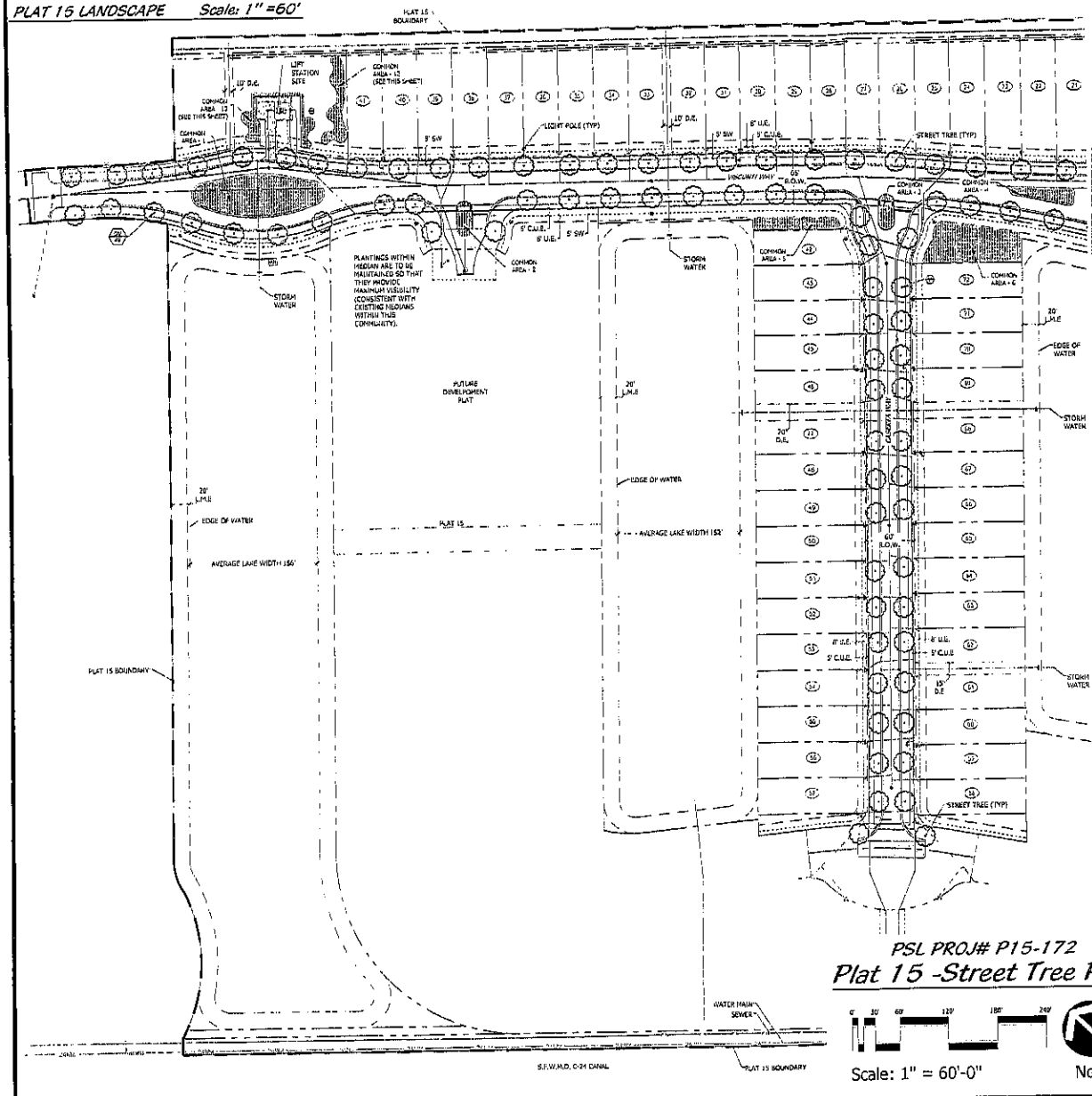
(RAD)	= RADIAL
SEC.	= SECTION
SFWMD	= SOUTH FLORIDA WATER MANAGEMENT DISTRICT
U.E.	= UTILITY EASEMENT
(142)	= PROPOSED LOT NUMBER
(L1)	= EXISTING LOT NUMBER

SCALE: 1" = 40'

CITY OF PORT ST. LUCIE PROJECT NO. P15-172 JOB NO. WF883015

PLAT 15 LANDSCAPE Scale: 1" =60'



PSL PROJ# P15-172

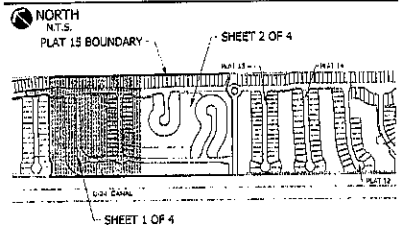
Plat 15 -Street Tree Plan

0' 30' 60' 120' 180' 240'

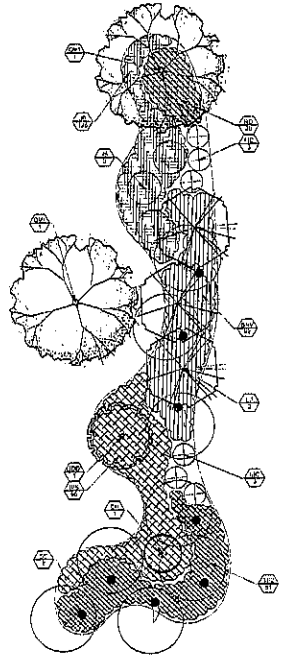
Scale: 1" = 60'-0"

North

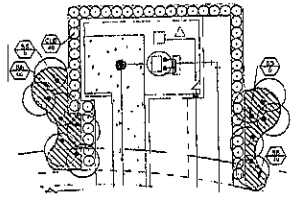
KEY MAP



COMMON AREA - 12 Scale: 1" = 10'



COMMON AREA - 13 Scale: 1" =20'



Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
www.cotleurhearing.com
Lic# LC-26000536

VERANO
Port Saint Lucie, Florida

DESIGNED ...
DRAWN ...
APPROVED ...
JOB NUMBER ... 06-1254
DATE ... 11-13-15
REVISIONS ...

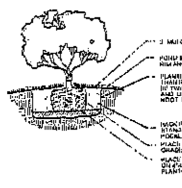
SHEET 1 OF 4

© COTLEUR & HEARING, INC

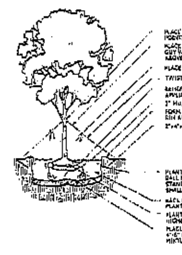
LANDSCAPE SPECIFICATIONS

[illegible]

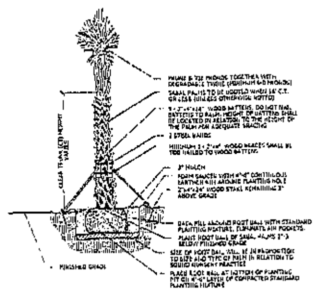
PLANTING DETAILS



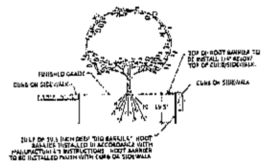
SHRUB/GROUNDCOVER PLANTING DETAIL — N.T.S.



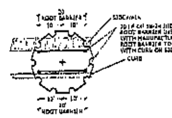
LARGE TREE PLANTING DETAIL — N.T.S.



PALM PLANTING DETAIL — N.T.S.



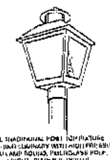
ROOT BARRIER DETAIL — SECTION VIEW — N.T.S.



ROOT BARRIER DETAIL — PLAN VIEW — N.T.S.

COACH LAMP (STREETLIGHTS)

N.T.S.



LANDSCAPE NOTES

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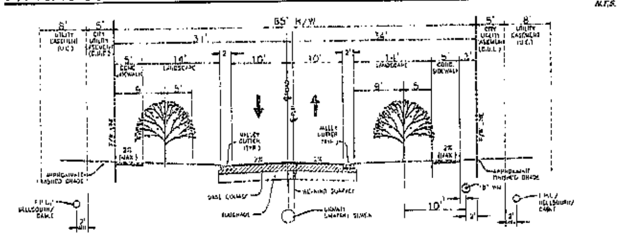
TYPICAL 65' RIGHT-OF-WAY SECTION

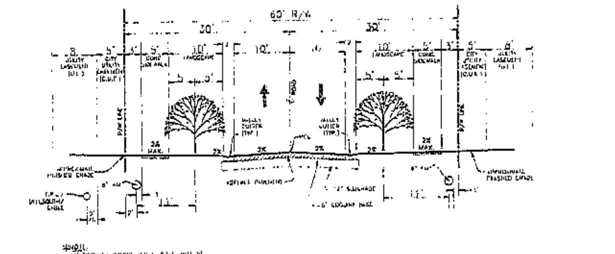
N.T.S.



65' LOCAL STREET DETAIL
POSTED SPEED 25 MPH

TYPICAL 60' RIGHT-OF-WAY SECTION

N.T.S.



PLANT LIST

[illegible]

PSL PROJ# P15-172

Plat 15
Landscape Details

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
www.cotleurhearing.com
Lic# LC-C000239

VERANO
Port Saint Lucie, Florida

DESIGNED ... DTS
DRAWN ... DTS
APPROVED ... DEH
JOB NUMBER ... 09-1201.15
DATE ...
REVISIONS ...

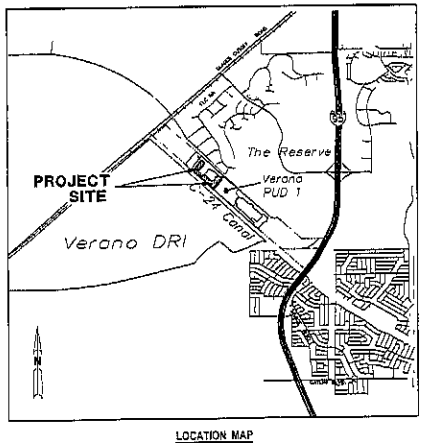
SHEET 4 OF 4

WATER AND SEWER IMPROVEMENT PLANS

FOR

VERANO P.U.D. NO. 1, PLAT NO. 15

DEVELOPER: VERANO DEVELOPMENT, LLC
9700 RESERVE BLVD.
PORT ST. LUCIE, FL 34986
PHONE: 772-467-1299
FAX: 772-467-1858



LOCATION MAP
N.T.S.
SEC. 31 & 32 TWP. 36 RGE. 39 E.

PREPARED BY:

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	COVER SHEET
2	UTILITY MASTER PLAN
3-6	WATER AND SEWER IMPROVEMENT PLAN
7-8	SEWER PROFILES
9-11	WATER AND SEWER DETAILS
12	LIFT STATION DETAILS

REVISIONS:

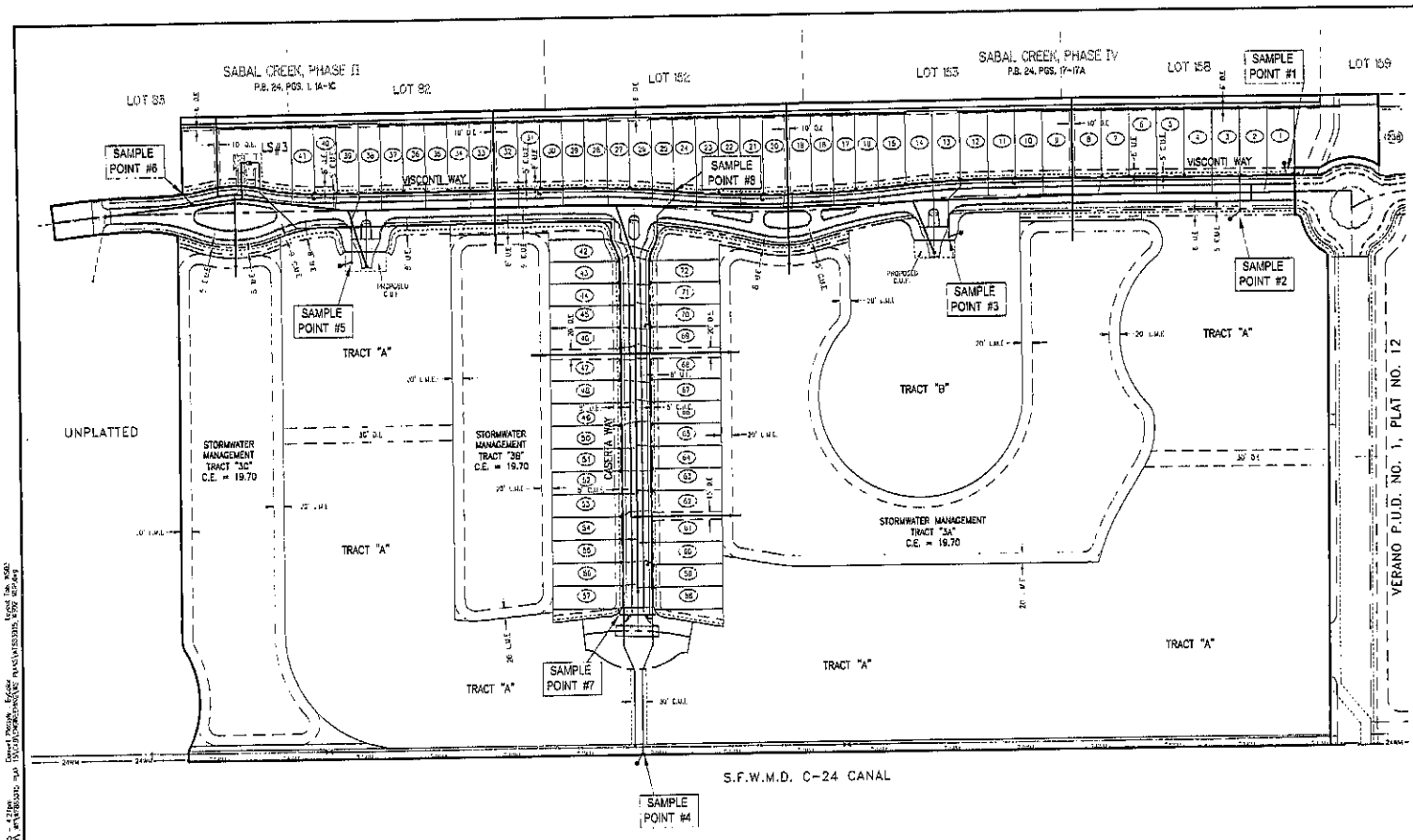
1. SPRC COMMENTS 01-26-15

ARCADIS
ARCADIS U.S., Inc.
2081 Vista Parkway, Suite 305 West Palm Beach, Florida 33411
Tel: (561) 697-7000 Fax: (561) 697-7751 www.arcadis-us.com
EB 7917 / LB 7062

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

SHEET TITLE: COVER SHEET	
SEAL	SEAL: ROBERT W. LAWSON, P.E. FL REG. # 26840
DATE: DECEMBER 2014	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0300.0000P	DRAWN BY: JAF
PROJECT NUMBER: WFB83015	DRAWING NUMBER: WS1 OF 12



SAMPLE POINT SEPARATION	
NO.	DISTANCE
1 - 2	164'
2 - 3	807'
3 - 8	675'
8 - 5	747'
5 - 6	478'
8 - 7	897'
7 - 4	335'

SCALE: 1" = 100'

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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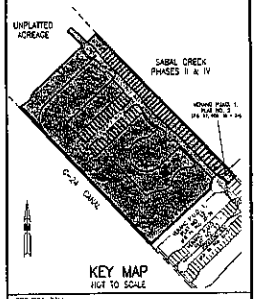
REV	ISSUED DATE	DESCRIPTION
1	01-26-15	SFWMD COMMENTS
2	02-25-15	PSLUSD COMMENTS



PROJECT TITLE:

VERANO P.U.D. NO. 1, PLAT NO. 15

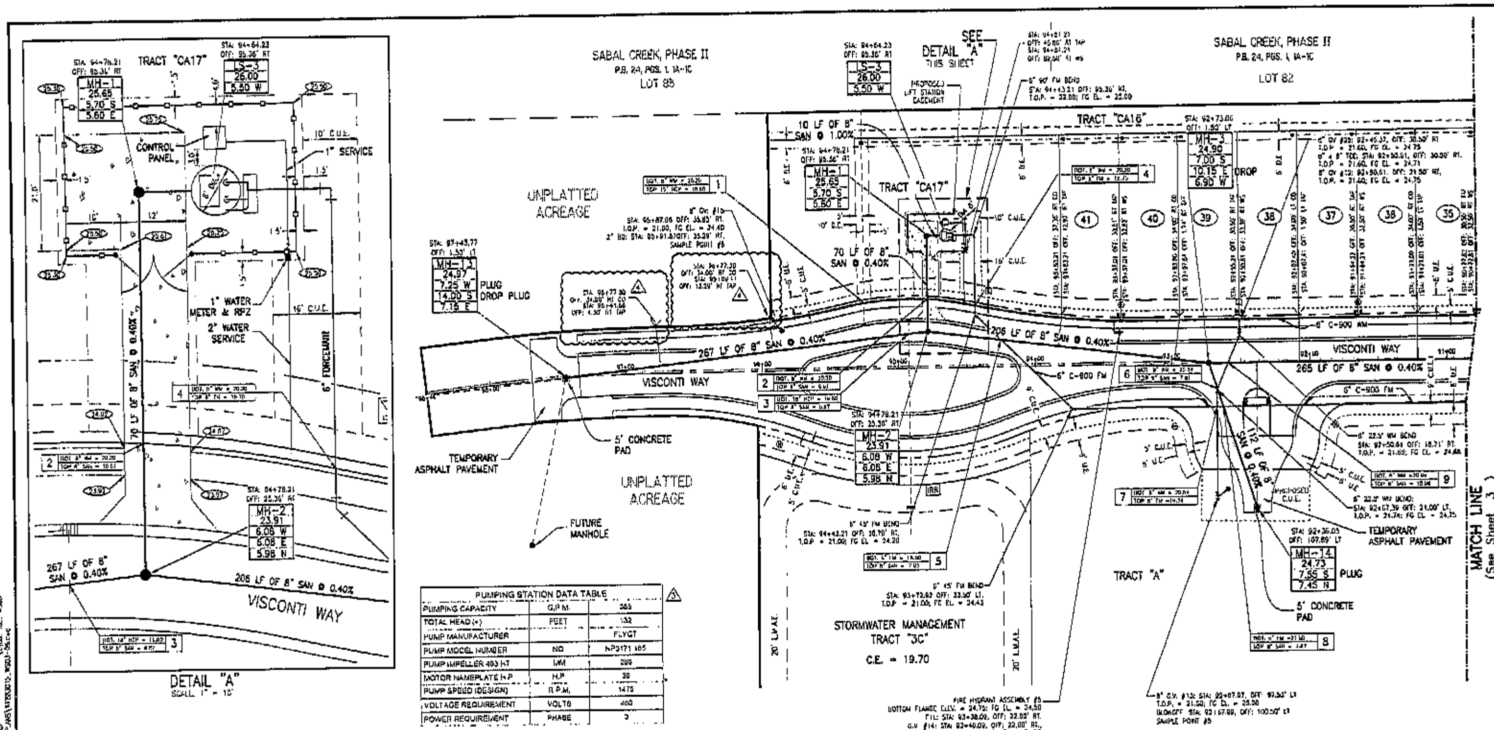
SHEET TITLE:

MASTER UTILITY PLAN

ARCADIS
ARCADIS U.S., Inc.
2081 Vista Parkway, Suite 300
West Palm Beach, Florida 33411
Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com
LB810 / LC26000259
EB7617 / LB7062

SEAL	SIGN
	ROBERT W. LAWSON, P.E. FL. CERT. NO. 74648

DATE: DECEMBER, 2014	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.00000	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: WS2 OF 12



PUMPING STATION DATA TABLE		
PUMPING CAPACITY	G.P.M.	385
TOTAL HEAD (+)	FEET	132
PUMP MANUFACTURER		FLYGT
PUMP MODEL NUMBER	NO	NP3171 185
PUMP IMPELLER 403 HT	MM	200
MOTOR NAMEPLATE H.P	H.P	30
PUMP SPEED (DESIGN)	R.P.M.	1475
VOLTAGE REQUIREMENT	VOLTS	460
POWER REQUIREMENT	PHASE	3

NOTE:
1 ALL ELEVATIONS SHOWN HEREIN ARE IN NAVD.
* 2 RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT:
RDR = RESTRICTED RIGHT-SIDE DRIVEWAY
RDL = RESTRICTED LEFT-SIDE DRIVEWAY

LEGEND

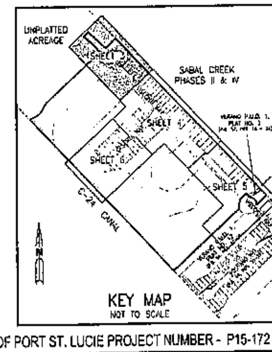
- WATER MAIN WITH FIRE HYDRANT ASSEMBLY
- STORM SEWER WITH CATCH BASIN
- SANITARY SEWER LINE WITH MANHOLE AND NUMBER (MANHOLE NO., RIM ELEV. 20.00, INVERT ELEV. 15.00)
- WATER SERVICE (SINGLE/1" LINE W/5/8" METER) (DOUBLE/1-1/2" LINE W/ 2-5/8" METER)
- SANITARY SEWER SERVICE (SINGLE & DOUBLE)
- WATER MAIN
- EXISTING UTILITY MAIN
- DIP
- PAVEMENT REPAIR

LOT NUMBER	(1)
PROPOSED ELEVATION	0.00
PROPOSED LOT ELEVATIONS	0.00
SAMPLE POINT	
BLOW OFF	B.O.
CONTROL ELEVATION	C.E.
CLEANOUT	CO
CITY UTILITY EASEMENT	C.U.E.
DRAINAGE EASEMENT	D.E.
IRRIGATION EASEMENT	I.E.
LANDSCAPE EASEMENT	L.E.
ELEVATION	EL.
ELEVATION	ELEV.
EXISTING	EXIST.
EXISTING	EX.
FINISHED GRADE	FG
GATE VALVE	GV
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
RIGHT-OF-WAY	R/W
SANITARY	SAN
TOP OF PIPE	T.O.P.
TAPPING SLEEVE	TS
TAPPING VALVE	TV
UTILITY EASEMENT	U.E.
VERTICAL	VERT
WATER MAIN	WM
WATER SERVICE	WS
CONFLICT LOCATION (SEE NOTE 21)	25

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

WATER AND SEWER NOTES

1. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF THE MINIMUM CONSTRUCTION STANDARDS FOR THE CITY OF PORT ST. LUCIE AS WELL AS ALL APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES AND REGULATIONS.
2. PRIOR TO CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY (ELEVATION & LOCATION) ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUATION OF WORK.
3. ALL PVC WATER MAINS SHALL BE INSTALLED, PRESSURE, AND LEAK TESTED IN ACCORDANCE WITH AWWA STANDARD C-605
4. DISINFECTING THE WATER MAINS AND CONDUCTING BACTERIOLOGICAL SURVEYS AND EVALUATIONS SHALL BE DONE IN ACCORDANCE WITH AWWA STANDARD C-651.
5. MATERIAL SPECIFICATIONS REGARDING ALL PIPE, JOINT AND PACKING MATERIALS, INTERNAL PIPE COATINGS AND LININGS, FITTINGS, SPECIALS, AND APPURTENANCES SHALL BE IN ACCORDANCE WITH ALL APPLICABLE AND CORRESPONDING AWWA AND NSF STANDARDS.
6. ALL SANITARY SEWER SHALL BE GREEN P.V.C. SDR 26 (UNLESS OTHERWISE NOTED)
7. ALL WATER MAINS SHALL BE BLUE P.V.C. (C-900) UNLESS OTHERWISE SPECIFIED
8. FIRE HYDRANTS SHALL BE LOCATED A MINIMUM OF 7' FROM EDGE OF PAVEMENT
9. ALL WATER AND SANITARY SERVICES SHALL BE CONSTRUCTED A MINIMUM OF 5' FROM DRAINAGE STRUCTURES
10. ALL WATER MAINS AND FORCE MAINS SHALL HAVE A MIN. 30" OF COVER FROM FINISH GRADE TO TOP OF PIPE.
11. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE DURING THE INSTALLATION OF FINAL BASE COURSE AND PRIOR TO PRIMING FOR ASPHALT INSTALLATION.
12. CONTRACTOR SHALL CONSTRUCT NEW WATER SERVICE FROM WATER MAIN TO METER BOX. CONSTRUCTION MUST BE OBSERVED BY PSLUSD (48-HOUR NOTICE REQUIRED). THE UTILITY WILL INSTALL THE METER UPON ACCOUNT SETUP.
13. NO TREES, SHRUBS OR OTHER INVASIVE ROOT PLANTINGS SHALL BE LOCATED WITHIN 10' OF A CITY MAIN. ALL OTHER UTILITIES SHALL BE A MINIMUM OF 5' HORIZONTAL SEPARATION FROM CITY UTILITY MAINS FOR PARALLEL INSTALLATIONS AND A MINIMUM OF 18" BELOW CITY UTILITY MAINS (ALL MEASUREMENTS ARE TAKEN FROM OUTSIDE TO OUTSIDE)
14. NO LANDSCAPING SHALL BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS WITH THE INTENDED OPERATION AND MAINTENANCE OF ANY EXISTING UTILITY
15. A MINIMUM TEN FOOT HORIZONTAL SEPARATION BETWEEN UTILITY LINES AND STRUCTURES (INCLUDING FOOTERS AND OVERHANGS) MUST BE MAINTAINED.
16. WATER METERS AND SEWER SERVICES SHALL END WITHIN THE FIVE FOOT CITY UTILITY EASEMENT (C.U.E.).
17. CONTRACTOR SHALL INSTALL SERVICE TAPS A MINIMUM OF 5' FROM PIPE JOINTS FITTINGS, AND OTHER TAPS.
18. SERVICE CONNECTIONS TO SANITARY MAIN SHALL BE A MINIMUM OF FIVE FEET FROM MANHOLE.
19. SERVICES SHALL BE LOCATED ON PROPERTY LINES (DOUBLE SERVICES) OR WITHIN 5' OF THE PROPERTY LINE (SINGLE SERVICES). CURB STOPS FOR LOTS ON THE OPPOSITE SIDE OF THE STREET OF THE WATER MAIN SHALL BE LOCATED AS CLOSE TO THE PROPERTY LINE AS POSSIBLE TO AVOID THE POSSIBILITY OF BEING LOCATED UNDER A DRIVEWAY
20. IN CASE OF DISAGREEMENT, THE DECISION OF THE UTILITY DIRECTOR OR HIS DESIGNEE SHALL PREVAIL.
21. ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.



KEY MAP
NOT TO SCALE

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SPRC COMMENTS
2	02-25-15	PSLUSD COMMENTS
3	03-16-15	PUMP DATA
4	07-08-15	ADD SEWER SERVICES

SCALE: 1" = 40'

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE
WATER AND SEWER IMPROVEMENT PLAN

ARCADIS
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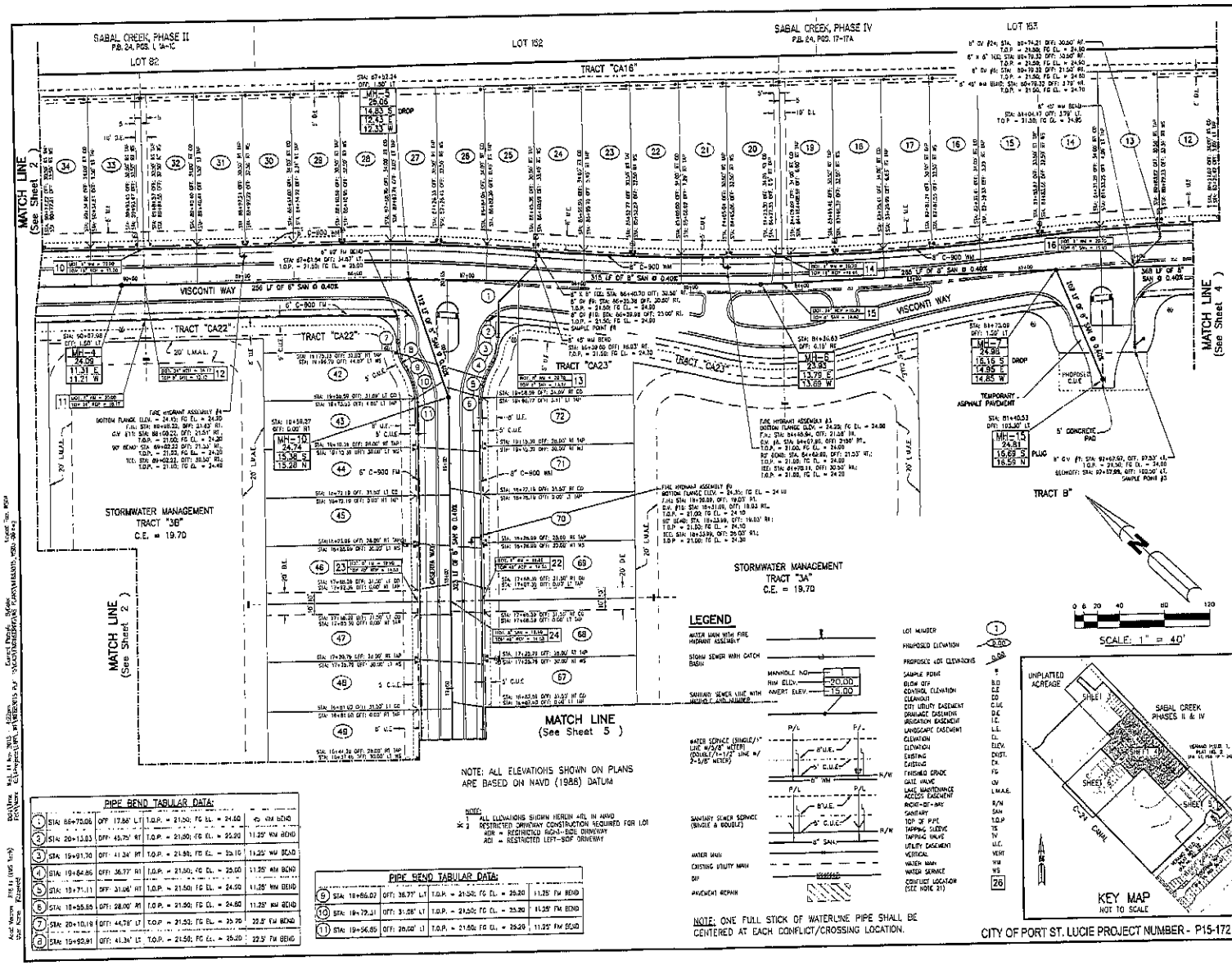
GB310 / LC26000269
EB7917 / LB7062

DATE DECEMBER 2014	SCALE 1" = 40'
PROJECT MANAGER RWL	DEPARTMENT MANAGER RWL
LEAD DESIGN PROF RWL	CHECKED BY RWL
TASK/PHASE NUMBER 0000.0000P	DRAWN BY JAF
PROJECT NUMBER WFB83015	DRAWING NUMBER WS3 OF 12



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REV.	ISSUED DATE	DESCRIPTION
1	09-20-15	SPRC COMMENTS
2	02-20-15	PSLUSO COMMENTS

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

WATER AND SEWER IMPROVEMENT PLAN

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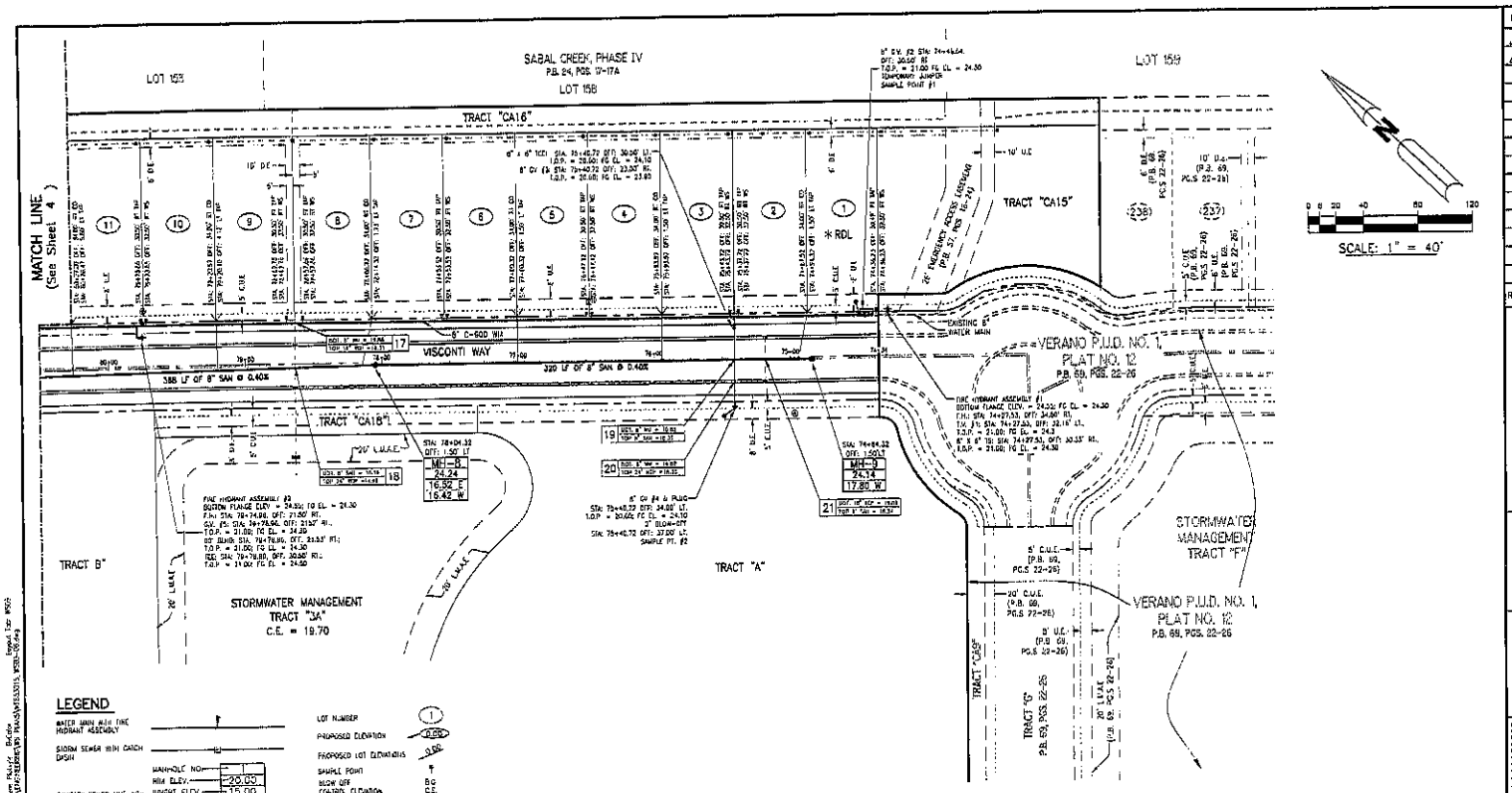
SEAL	SEAL
	ROBERT M. LAWSON, P.E. FL CERT. NO. 79640

DATE	SCALE
DECEMBER 2014	1" = 40'
PROJECT MANAGER	DEPARTMENT MANAGER
RWL	RWL
LEAD DESIGN PROF	CHECKED BY
RWL	RWL
TASK/PHASE NUMBER	DRAWN BY
0000.0000P	JAP
PROJECT NUMBER	DRAWING NUMBER
WF883015	WS4 OF 12



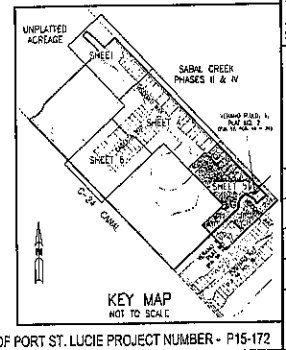
LEGEND

- WATER MAIN W/6 FIRE HYDRANT ASSEMBLY
- STORM SEWER W/6 CATCH BASIN
- SANITARY SEWER LINE W/6 MANHOLE AND NUMBER (MANHOLE NO., RIM ELEV., INVERT ELEV.)
- WATER SERVICE (SINGLE/1" LINE W/5/8" METER) (DOUBLE/1-1/2" LINE W/ 2-5/8" METER)
- SANITARY SEWER SERVICE (SINGLE & DOUBLE)
- WATER MAIN
- EXISTING UTILITY MAIN
- DIP
- PAVEMENT REPAIR

- LOT NUMBER
- PROPOSED ELEVATION
- PROPOSED LOT ELEVATIONS
- SAMPLE POINT
- BLOW OFF
- CONTROL ELEVATION
- ELEVATION
- CITY UTILITY EASEMENT
- DRAINAGE EASEMENT
- IRRIGATION EASEMENT
- LANDSCAPE EASEMENT
- ELEVATION
- ELEVATION
- EXISTING
- EXISTING
- FINISHED GRADE
- GATE VALVE
- LAKE MAINTENANCE ACCESS EASEMENT
- RIGHT-OF-WAY
- SANITARY
- TOP OF PIPE
- TAPPING SLEEVE
- TAPPING VALVE
- UTILITY EASEMENT
- VERTICAL
- WATER MAIN
- WATER SERVICE
- CONTACT LOCATION (SEE NOTE 2)

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

NOTE:
* 2. RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT:
RDR = RESTRICTED RIGHT-SIDE DRIVEWAY
RDL = RESTRICTED LEFT-SIDE DRIVEWAY



CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV	ISSUED DATE	DESCRIPTION
1	01-26-15	SFWMD COMMENTS
2	02-25-15	PSLUSD COMMENTS

PROJECT TITLE
VERANO P.U.D. NO. 1,
PLAT NO. 15

SHEET TITLE
WATER AND SEWER
IMPROVEMENT PLAN

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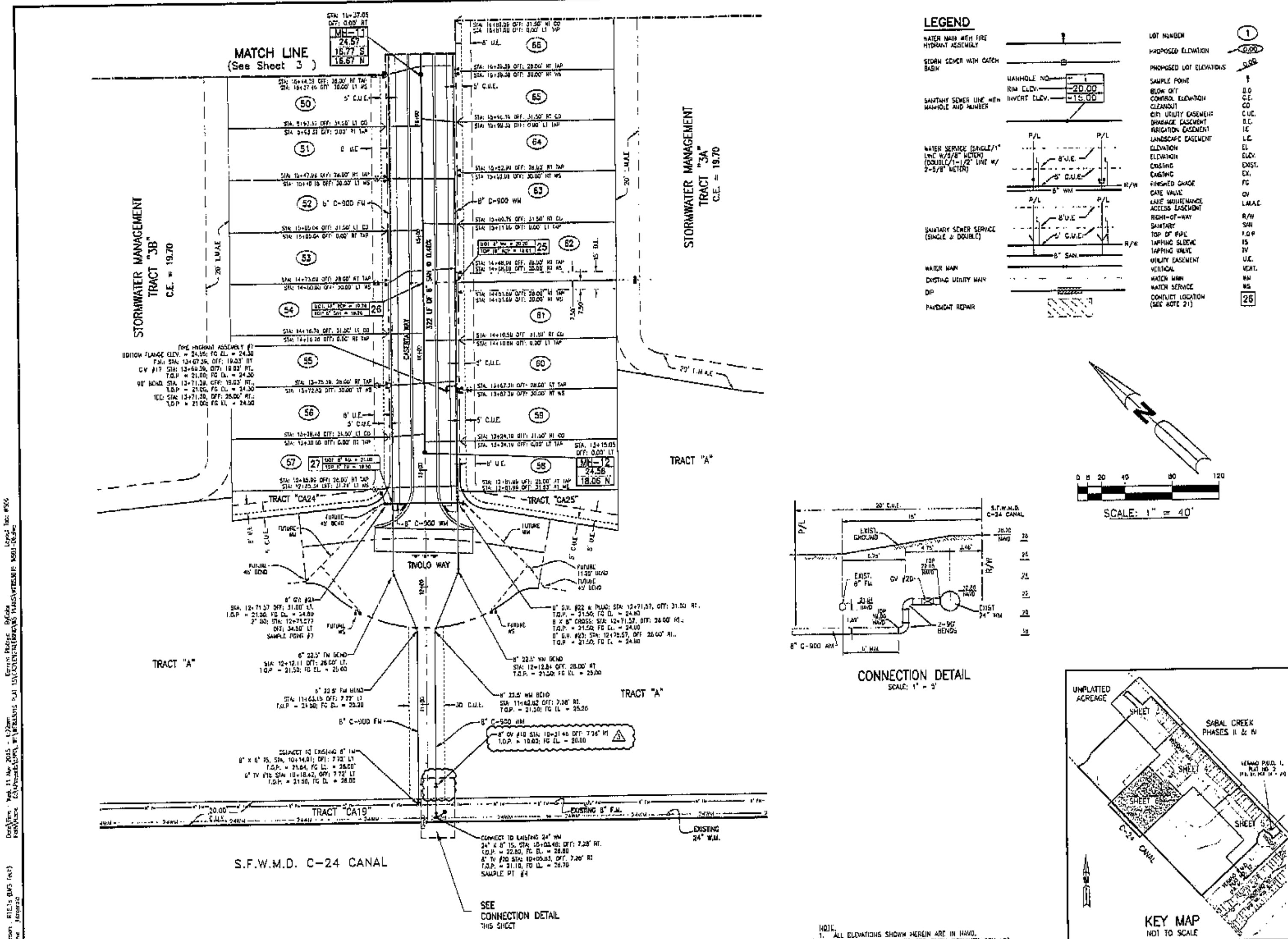
SEAL	SEAL
	ROBERT M. LANDON, P.E. FL. CERT. NO. 39648
DATE: DECEMBER 2014	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: WS5 OF 12



NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

NOTE:
1. ALL ELEVATIONS SHOWN HEREIN ARE IN NAVD.
* 2. RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT:
RDR - RESTRICTED RIGHT-SIDE DRIVEWAY
RDL - RESTRICTED LEFT-SIDE DRIVEWAY

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV	ISSUED DATE	DESCRIPTION
1	01-20-15	SFRC COMMENTS
2	02-25-15	PSLUSD COMMENTS
3	07-06-15	REVISE GV #10 LOCATION

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE
WATER AND SEWER IMPROVEMENT PLAN

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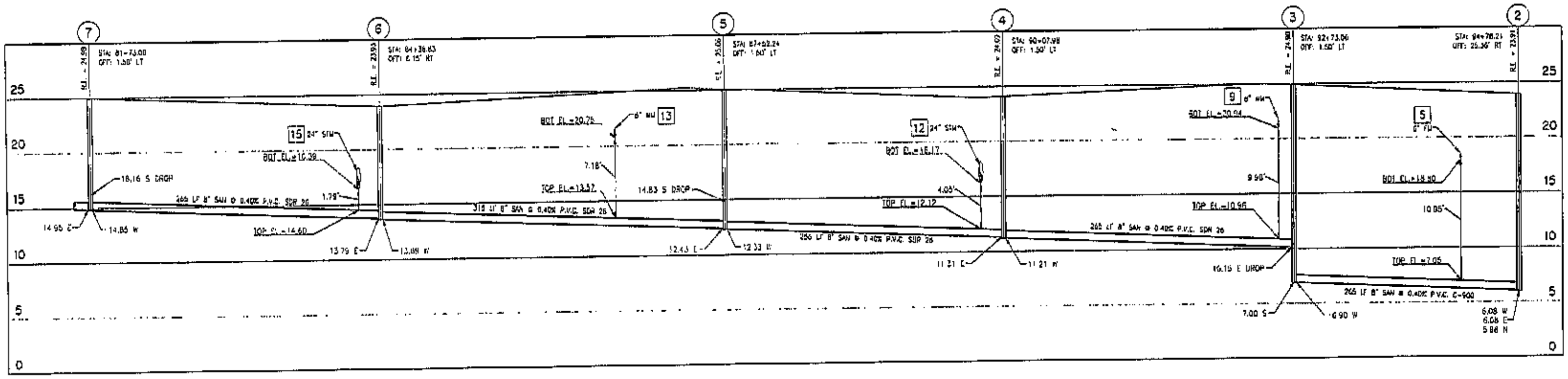
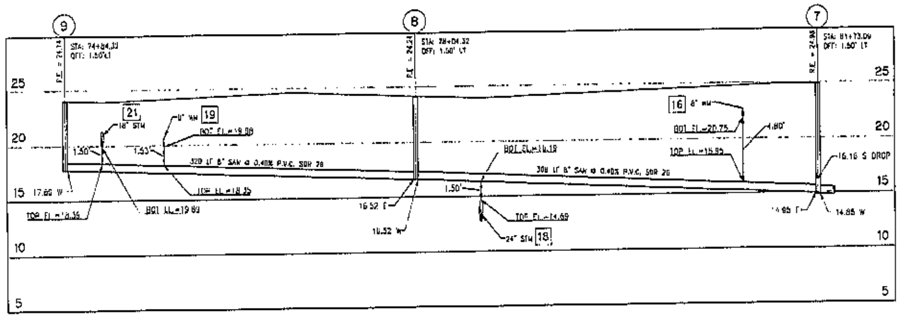
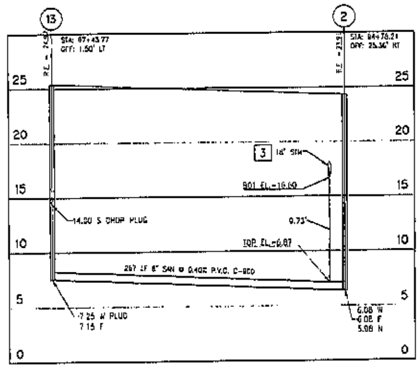
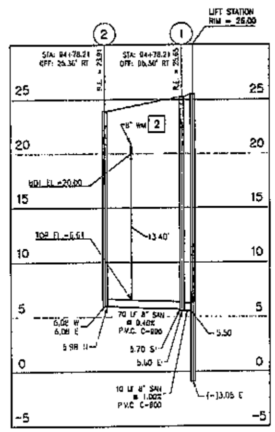
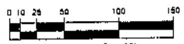
DATE DECEMBER 2014	SCALE 1" = 40'
PROJECT MANAGER RWL	DEPARTMENT MANAGER RWL
LEAD DESIGN PROF. RWL	CHECKED BY RWL
TASK/PHASE NUMBER 0000.0000P	DRAWN BY JAF
PROJECT NUMBER WF883015	DRAWING NUMBER WS6 OF12











HORIZONTAL: 1" = 50'
VERTICAL: 1" = 10'

[1] - CONFLICT NUMBER

[1] NOTE:
ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SPRC COMMENTS
2	02-25-15	PSLUSD COMMENTS

KEYPLAN

VERANO P.U.D. NO. 1, PLAT NO. 15

SEAL

SEAL

ROBERT W. LAWSON, PE
FL REG. # 26040

GB310 / LC26000288

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EB7917 / LB7082

SHEET TITLE

SEWER PROFILES

PROJECT MANAGER RWL	LEAD DESIGN PROF. RWL	CHECKED BY RWL
DEPARTMENT MANAGER RWL	TASK/PHASE NUMBER 0000.0000P	DRAWN BY JAF
SCALE	PROJECT NUMBER WF883015	DRAWING NUMBER WS7 OF 12
DATE DECEMBER 2014		

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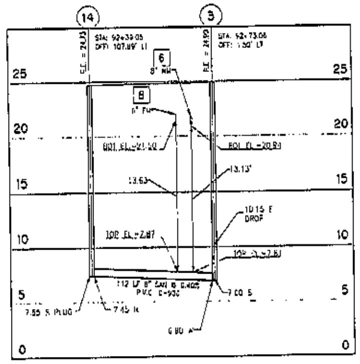

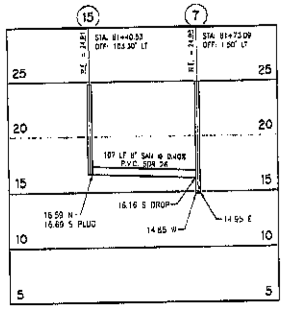

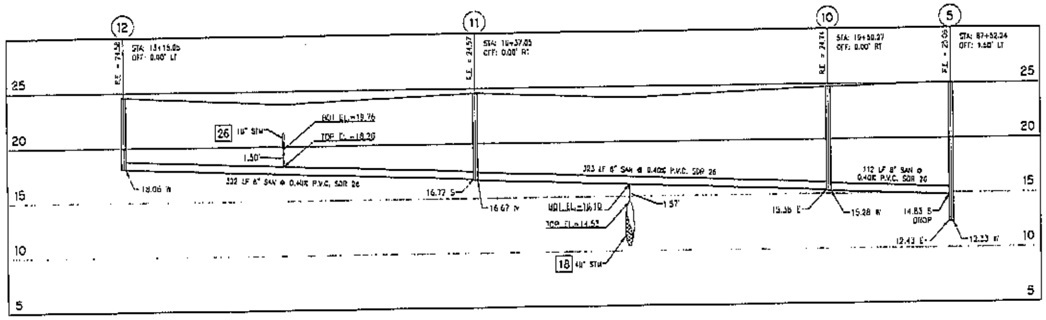

1 NOTE: ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION

0 10 25 50 100 150

HORIZONTAL: 1" = 50'
VERTICAL: 1" = 10'

1 - CONFLICT NUMBER

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SPPC COMMENTS
2	02-25-15	PSLUSD COMMENTS

KEYPLAN

VERANO P.U.D. NO. 1,
PLAT NO. 15

SEAL

SEAL

ROBERT W. LAWSON, PE
FL REG # 26840

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GB310 / LC26000289

SHEET TITLE

SEWER PROFILES

PROJECT MANAGER	LEAD DESIGN PROF.	CHECKED BY
RWL	RWL	RWL
DEPARTMENT MANAGER	TASK/PHASE NUMBER	DRAWN BY
RWL	0000.0000P	JAF
SCALE	PROJECT NUMBER	DRAWING NUMBER
DATE DECEMBER 2014	WF883015	WS8 OF 12

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Acad Version : R18.1s (LMS Tech) User Name : jfitzgerald
Date/Time : Wed, 11 Nov 2015 - 4:22pm PathName : G:\Projects\LRT_WF\WF883015 PLAT 15\CAD\ENGINEERING\WS PLANS\WF883015_WS05-07_PROFILES.dwg
Layout Tab: WS8

MINIMUM SEPARATION BETWEEN PELUSO FACILITIES AND OTHER UTILITIES

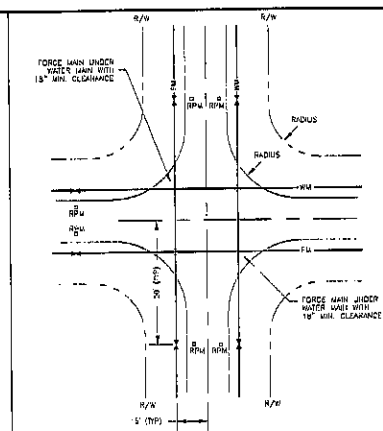
OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING & CROSSINGS (FULL JOINT CENTERED)
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (2), VACUUM SANITARY SEWER	WATER MAIN 10' MINIMUM	WATER MAIN 18" MINIMUM	STORM SEWER WATER MAIN
ALL OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO: STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (2), TELEPHONE, CABLE TV, POWER, ETC.	PELUSO FACILITY 3' MINIMUM	PELUSO FACILITY (1) 12" MINIMUM	STORMWATER WATER MAIN
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10' MINIMUM	-----	-----

(1) WATER MAIN SHALL CROSS OVER OTHER PIPE, WHERE WATER MAIN MUST GO UNDER OTHER PIPE, THE MINIMUM SEPARATION IS 18"

(2) RECLAIMED WATER IS REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

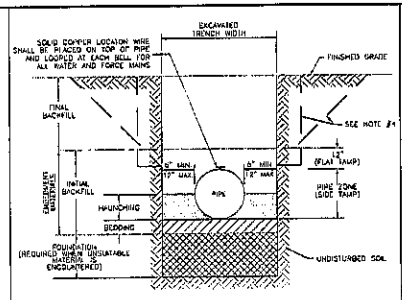
(3) ALL PELUSO FACILITY INCLUDES FORCE MAINS AND STERILIZE UNITS FOR POTABLE WATER, IRRIGATION AND RECLAIMED WATER, WHICH A GRAVITY SEWER IS TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE GREATER THAN 10" DIAMETER A MINIMUM HORIZONTAL SEPARATION OF 10' SHALL BE MAINTAINED. TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE A MINIMUM HORIZONTAL SEPARATION OF 3' SHALL BE MAINTAINED. A GREATER SEPARATION MAY BE REQUIRED BY PELUSO FOR PIPES LARGER THAN 24" DIAMETER. WHERE RECLAIMED WATER MAIN IS TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE A MINIMUM HORIZONTAL SEPARATION OF 3' SHALL BE MAINTAINED. A GREATER SEPARATION MAY BE REQUIRED FOR DRAINAGE PIPES LARGER THAN 42" IN DIAMETER

STANDARD SEPARATION REQUIREMENTS



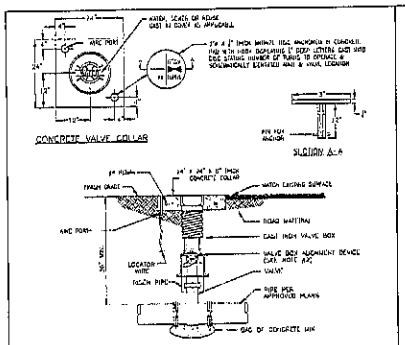
NOTES:
1. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE PER PELUSO SPECIFICATIONS. WATER RPM'S "BLUE" AND SEWER RPM'S "GREEN"
2. RPM NOT TO BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS
3. WATER RIGHTS-OF-WAY MAY REQUIRE ADJUSTMENT OF VALVE LOCATIONS.

VALVE LOCATION GUIDELINES FOR INTERSECTIONS



NOTES:
1. FOR TRENCHES REQUIRING SHEETING, SHORING, SHAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.
2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.
3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT SUBGRADE MATERIAL IS REQUIRED.
4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT
5. AN APPROVED LOCATOR WIRE SHALL BE USED PER THE QUALIFIED PRODUCTS LIST
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PELUSO STANDARDS.

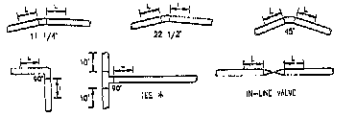
STANDARD PIPE TRENCH CROSS SECTION



NOTES:
1. MAIN TOP OF OPERATING NUT IS GREATER THAN 30", A HIGH EXTENSION STEM, EXTENSION WILL BE REQUIRED TO MAKE OPERATING NUT 24"-30" BELOW FINISHED GRADE. + STEEL CENTERING PLATE, NEEDED TO THE EXTENSION & ALSO REQUIRED.
2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.
3. A NOISE DOWN COVER SHALL BE USED IN ALL AREAS.
4. ROAD PLATE FINISH PAVE SHALL BE ASPHALT TO EXTEND 360 VALVE BOX IS PLACED
5. RPM'S SHALL NOT BE INSTALLED AT CROSSWALKS OR PEDESTRIAN WALKWAYS.
6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS
7. VALVE SHALL BE PLACED SO THAT OPERATING NUT AND VALVE BOX ARE LOCATED ON THE RIGHT-OF-WAY SIDE OF THE MAIN.

TYPICAL VALVE BOX AND COLLAR

HORIZONTAL BENDS

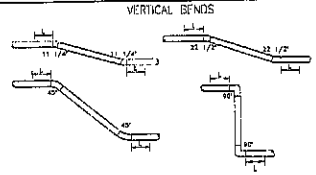


DIAMETER	HORIZONTAL "L" (FEET) 11 1/4°	22 1/2°	45°	90°	TEE* (BRANCH)	VALVES, OR (RUN)	(END)
4"	3	4	8	16	16	32	
6"	3	5	11	22	16	44	
8"	4	7	15	30	16	60	
10"	4	7	18	36	16	72	
12"	5	8	22	44	16	88	
14"	5	9	25	50	16	100	
16"	6	10	28	56	16	112	
18"	6	11	31	63	16	126	
20"	7	12	34	67	16	134	
24"	7	13	36	73	16	146	
30"	9	16	44	88	16	176	
36"	11	19	53	106	16	212	
42"	12	21	61	122	16	244	
48"	13	24	68	136	16	272	

NOTES:
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH: TYPE 3 (PIPE BEDDED IN 6" MINIMUM OF LOOSE SOIL AND BACKFILL LIGHTLY COMPACTED)
- COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI
- SEE DETAIL ON SHEET W-5 FOR LOCATOR WIRE PLAN
2. IF YOUR CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITIONS FOR REVIEW AND APPROVAL OF PELUSO.

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)

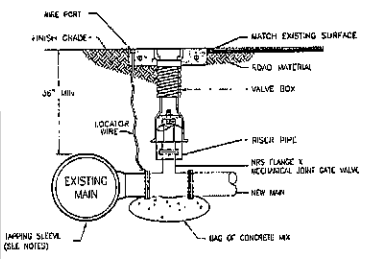
VERTICAL BENDS



DIAMETER	VERTICAL OFFSET - "RISE" 11 1/4° UPPER BEND	LOWER BEND	22 1/2° UPPER BEND	LOWER BEND	45° UPPER BEND	LOWER BEND	90° UPPER BEND	LOWER BEND
4"	3	4	8	3	17	9	33	17
6"	3	5	11	4	23	12	45	24
8"	4	7	15	4	30	9	60	26
10"	4	7	18	5	36	10	67	34
12"	5	8	22	6	43	12	180	28
14"	5	9	25	7	49	14	115	37
16"	6	10	28	8	56	16	131	38
18"	6	11	31	9	63	18	145	40
20"	7	12	34	9	69	19	158	44
24"	7	13	36	11	73	22	185	51
30"	9	16	44	13	88	26	222	62
36"	11	19	53	15	107	30	286	73
42"	12	21	61	17	122	34	285	82
48"	13	24	68	18	136	36	285	89

NOTES:
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
- SOIL CONDITIONS: SILTY SAND (SM)
- TRENCH: TYPE 3 (PIPE BEDDED IN 6" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
- UPPER SIDE MINIMUM COVER: 3 FT
- LOWER SIDE MINIMUM COVER: 3 FT
- SAFETY FACTOR: 1.5
- TEST PRESSURE: 150 PSI
2. WHEN CONDITIONS DIFFER FROM THE ABOVE THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PELUSO.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)



NOTES:
1. THE VALVE BOX AND COLLAR SHALL BE IN ACCORDANCE WITH STANDARD DETAIL G-07.
2. TAPPING SLEEVE SHALL BE PER QUALIFIED PRODUCTS LIST
3. THRUST BLOCKS MAY BE REQUIRED AT THE UTILITY'S DIRECTION. (CASE BY CASE)
4. NO TAP WILL BE ALLOWED CLOSER THAN 5 FEET FROM ANY JOINT, FITTING OR EXISTING TAP ALONG THE MAIN.

WET TAP ASSEMBLY

NO.	REVISION DATE	DESCRIPTION
1	01-26-15	SPRC COMMENTS

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PROJECT TITLE: VERANO P.U.D. 1 PLAT NO. 15

SEAL

SEAL: ROBERT W. LAWSON, PE FL REG. # 26640

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G5305 / L0280D0269

E0276817 / L0106B

SHEET TITLE: WATER AND SEWER DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-122

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0060.0080P
SCALE: NTS	PROJECT NUMBER: WF883015
DATE: DECEMBER 2014	DRAWING NUMBER: WS9 OF 12
	CHECKED BY: RWL
	DRAWN BY: JAF

Acad Version: 20.1s (ENG Set)
Acad Name: Approve

Operator: Ted, 11 Nov 2015 - 4:29pm
Plotstyle: C:\Arcadis\APPL_AM\Standards\Plot Styles\Standard.ctb
Layout: WS9
Current Profile: ROGP
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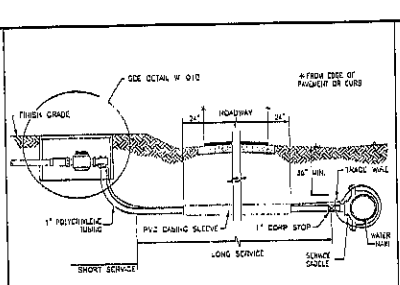
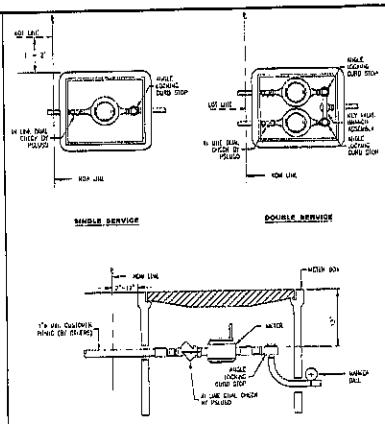


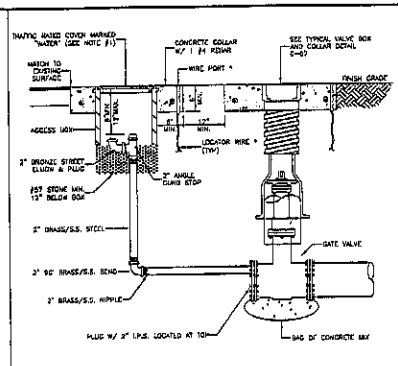
NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE A MINIMUM OF 18" ON CENTER
2. ALL SERVICES REQUIRE 36" MINIMUM COVER AT ALL POINTS ALONG SERVICE
3. 1"ø SERVICES REQUIRE A 2" MINIMUM I.D. CASING PIPE. CASING PIPE SHALL BE SCHEDULE 40 PVC
4. TRACER WIRE TO BE INSTALLED AS PER THIS DETAIL
5. SERVICE SADDLE SHALL BE PER QUALIFIED PRODUCTS LIST
6. METERS SHALL BE LOCATED IMMEDIATELY OUTSIDE THE PROPERTY LINE IN THE RIGHT-OF-WAY UNLESS OTHERWISE DIRECTED BY PSLUSD (SEE DETAIL W-01B)



NOTES:

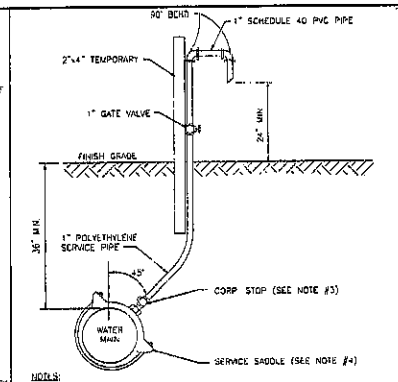
1. METER SHALL BE PURCHASED FROM AND INSTALLED BY PSLUSD
2. LOCATE METER BOX WITH 3' SPACING AND TO BE PLACED AS SHOWN.
3. A KEY VALVE BRANCH ASSEMBLY SHALL BE PROVIDED BY CONTRACTOR FOR DOUBLE SERVICES.



* WIRE PORT / LOCATOR WIRE NOT REQUIRED IF SEPARATION BETWEEN THE VALVE BOX AND ACCESS BOX IS 6" OR LESS.

NOTES:

1. COVER SHALL BE PAINTED BLUE FOR "WATER".
2. THE PIPE, FITTINGS AND APPURTENANCES USED SHALL BE ON THE PSLUSD QUALIFIED PRODUCTS LIST.



NOTES:

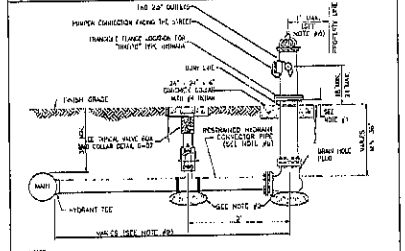
1. SAMPLING POINTS SHALL BE LOCATED AS SHOWN ON PLANS APPROVED BY PSLUSD AND AS REQUIRED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
2. THE EXCAVATED HOLE FOR THIS INSTALLATION SHALL BE BACKFILLED TO FINISHED GRADE PRIOR TO DISCHARGING ANY WATER ON THE GROUND.
3. AFTER BACTERIOLOGICAL CLEARANCE IS RECEIVED, THE CONTRACTOR SHALL REMOVE CORPORATION STOP OFF, REMOVE TUBING AND PLUG CORPORATION STOP WITH BRASS PLUG/CAP.
4. SERVICE SADDLE SHALL BE FROM QUALIFIED PRODUCTS LIST. NO DIRECT TAPS SHALL BE PERMITTED.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	RESIDENTIAL WATER SERVICE CONNECTION	DETAIL W-01A	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	RESIDENTIAL WATER SERVICE METER DETAIL	DETAIL W-01B	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	BLOW-OFF ASSEMBLY	DETAIL W-01	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	

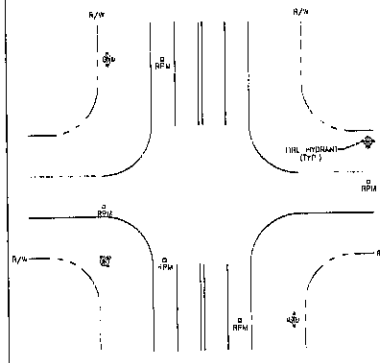
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	WATER SAMPLING POINT	DETAIL W-02	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	



NOTES:

1. CLEARANCE SHALL BE 3'
2. A FIRM BASE CONSISTING OF BAGS OF CONCRETE OR TILES BE PLACED UNDER THE HYDRANT AND VALVES
3. FIRE HYDRANT SHALL COMPLY WITH AWWA/ANSI C502, DRY BARREL "BREAK-AWAY" TYPE, WITH 2 1/4" VALVE OPENING.
4. THE MINIMUM BURY DEPTH SHALL BE 30 INCHES
5. HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH AWWA/ANSI C600. ALL PARTS AND MATERIALS USED IN THE ASSEMBLY SHALL BE ON THE QUALIFIED PRODUCTS LIST (QPL). THE HYDRANTS SHALL BE PAINTED BY THE MANUFACTURER WITH 2 COATS (MIN.) PER SPL.
6. MEGALUG RETAINER GLAND OR APPROVED EQUAL SHALL BE USED ON ALL HYDRANT LEADS.
7. HYDRANTS SHALL BE LOCATED WITHIN 2 FEET OF THE FIRE HYDRANT. IF DISTANCE FROM THE MAIN MAIN TO THE FIRE HYDRANT IS GREATER THAN 20 FEET, A SECOND GATE VALVE SHALL BE INSTALLED WITHIN 3 FEET OF THE MAIN.

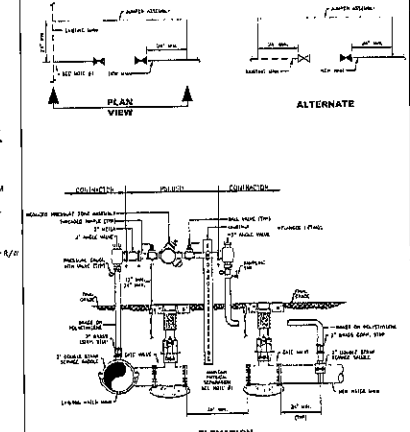
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	FIRE HYDRANT ASSEMBLY	DETAIL W-05	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	



NOTES:

1. MARKER COLOR IS BLUE PLACE IN CENTER OF THE LANE CLOSEST TO THE HYDRANT
2. IF HYDRANT IS LOCATED WITHIN THE RADIUS OF AN INTERSECTION, PLACE A MARKER ON EACH ROADWAY IN THE CENTER LANES CLOSEST TO THE HYDRANT.
3. MARKER IS PLACED PERPENDICULAR (90 DEGREES) TO THE HYDRANT

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	FIRE HYDRANT REFLECTIVE PAVEMENT MARKER PLACEMENT GUIDELINE	DETAIL W-06	
		DATE: 03/2015	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	



MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	TEMPORARY JUMPER CONNECTION	DETAIL W-08	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE 900 S.E. ANDREWS AVENUE PORT ST. LUCIE, FL 34983 PHONE (772) 873-6400 FAX (772) 873-6413	TEMPORARY JUMPER CONNECTION	DETAIL W-08	
		DATE: 09/2010	
		SCALE: N.T.S.	
		SHEET: 1 OF 1	

REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SFWD COMMENTS

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PROJECT TITLE: VERANO P.U.D. 1 PLAT NO. 15

SEAL

SEAL: ROBERT W. LANGDALE, PE FL REG. # 26040

GB3810 / LC26000282

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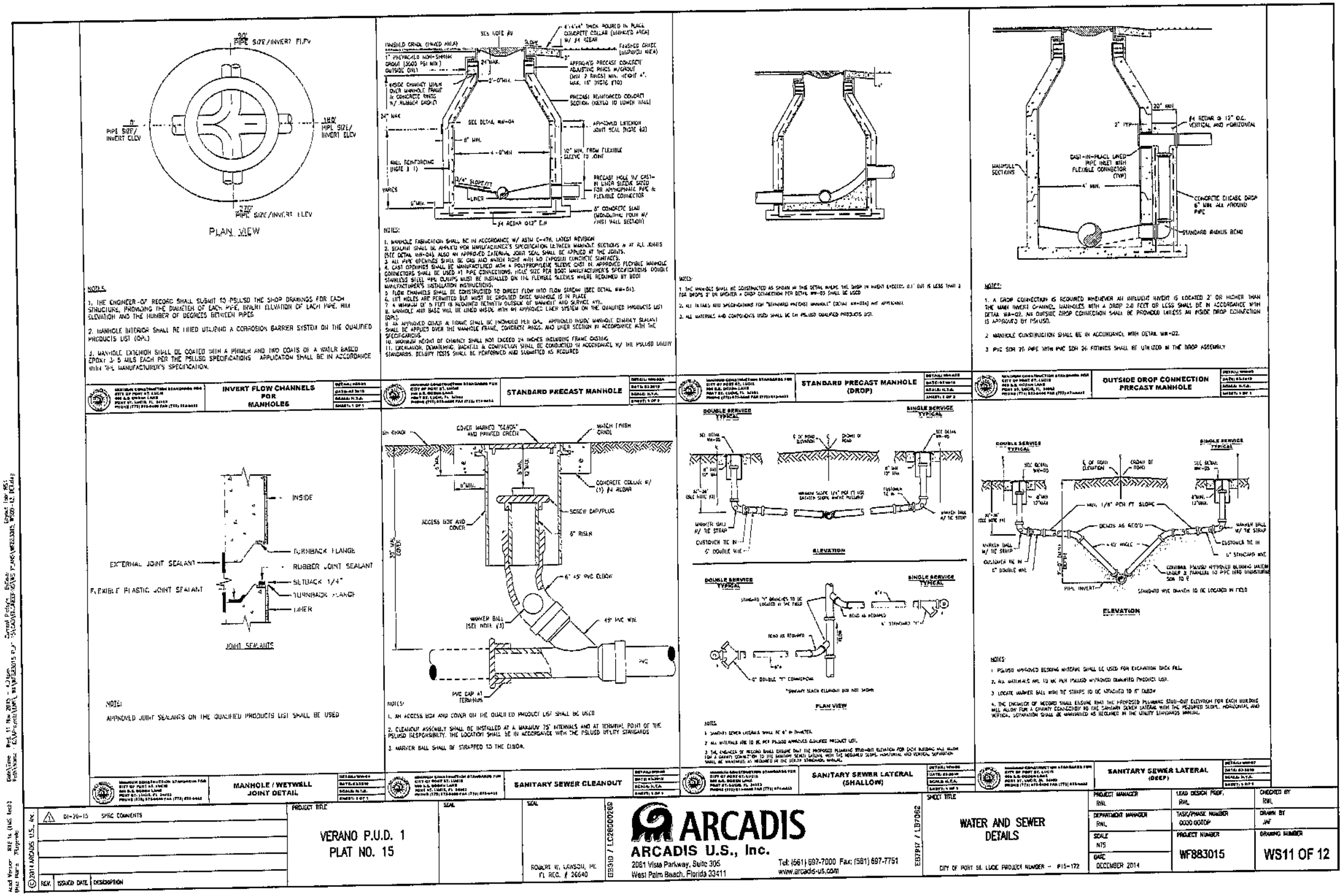
EB7817 / LB7062

SHEET TITLE: WATER AND SEWER DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL	CHECKED BY: RWL	
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF	
SCALE: NTS	PROJECT NUMBER: WF883015	DRAWING NUMBER: WS10 OF 12	
DATE: DECEMBER 2014			

Xref Name: 15X11 ANSI (hor).dwg
Date/Time: Wed, 1 Jun 2016 - 4:24pm
Plotted By: Ronald Fabrizio
File Name: C:\Projects\WF883015\Civil\Sheets\PLAT SHEETS\VERANO PLAT SHEETS\VERANO DETAILS PLAT SHEETS.dwg


PLAN VIEW
NOTES:
1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES
2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM ON THE QUALIFIED PRODUCTS LIST (QPL)
3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.
INVERT FLOW CHANNELS FOR MANHOLES
NOTES:
1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C-478, LATEST REVISION
2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL WW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.
3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL WW-01).
6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED ONCE MANHOLE IS IN PLACE
7. A MINIMUM OF 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
8. MANHOLE AND BASE WILL BE LINED INSIDE WITH AN APPROVED LINER SYSTEM ON THE QUALIFIED PRODUCTS LIST (QPL).
9. AN APPROVED COVER & FRAME SHALL BE PROVIDED PER QPL. APPROVED INSIDE MANHOLE CHIMNEY SEALANT SHALL BE APPLIED OVER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.
10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.
11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.
STANDARD PRECAST MANHOLE
NOTES:
1. THE MANHOLE SHALL BE CONSTRUCTED AS SHOWN IN THIS DETAIL WHERE THE DROP IN INVERT EXCEEDS 0.1' BUT IS LESS THAN 2'. FOR DROPS 2' OR GREATER A DROP CONNECTION PER DETAIL WW-03 SHALL BE USED.
2. ALL DETAILS AND SPECIFICATIONS FOR "STANDARD PRECAST MANHOLE" (DETAIL WW-02A) ARE APPLICABLE.
3. ALL MATERIALS AND COMPONENTS USED SHALL BE ON PSLUSD QUALIFIED PRODUCTS LIST.
STANDARD PRECAST MANHOLE (DROP)
NOTES:
1. A DROP CONNECTION IS REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2' OR HIGHER THAN THE MAIN INVERT CHANNEL. MANHOLES WITH A DROP 2.0 FEET OR LESS SHALL BE IN ACCORDANCE WITH DETAIL WW-02. AN OUTSIDE DROP CONNECTION SHALL BE PROVIDED UNLESS AN INSIDE DROP CONNECTION IS APPROVED BY PSLUSD.
2. MANHOLE CONSTRUCTION SHALL BE IN ACCORDANCE WITH DETAIL WW-02.
3. PVC SDR 26 PIPE WITH PVC SDR 26 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.
OUTSIDE DROP CONNECTION PRECAST MANHOLE
INSIDE
TURNBACK FLANGE
EXTERNAL JOINT SEALANT
RUBBER JOINT SEALANT
FLEXIBLE PLASTIC JOINT SEALANT
SETBACK 1/4"
TURNBACK FLANGE
LINER
JOINT SEALANTS
NOTE:
APPROVED JOINT SEALANTS ON THE QUALIFIED PRODUCTS LIST SHALL BE USED
MANHOLE / WETWELL JOINT DETAIL
COVER MARKED "SEWER" AND PAINTED GREEN
MATCH FINISH GRADE
CONCRETE COLLAR
ACCESS BOX AND COVER
SCREW CAP/PLUG
6" RISER
6" 45° PVC ELBOW
MARKER BALL (SEE NOTE (3))
45° PVC WYE
PVC CAP AT TERMINUS
PVC
NOTES:
1. AN ACCESS BOX AND COVER ON THE QUALIFIED PRODUCT LIST SHALL BE USED
2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILITY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS
3. MARKER BALL SHALL BE STRAPPED TO THE ELBOW.
SANITARY SEWER CLEANOUT
DOUBLE SERVICE TYPICAL
SINGLE SERVICE TYPICAL
ELEVATION
PLAN VIEW
SANITARY SEWER LATERAL (SHALLOW)
DOUBLE SERVICE TYPICAL
SINGLE SERVICE TYPICAL
ELEVATION
NOTES:
1. PSLUSD APPROVED BEDDING MATERIAL SHALL BE USED FOR EXCAVATION BACK FILL.
2. ALL MATERIALS ARE TO BE PER PSLUSD APPROVED QUALIFIED PRODUCT LIST.
3. LOCATE MARKER BALL WITH TIE STRIPS TO BE ATTACHED TO 6" ELBOW
4. THE ENGINEER OF RECORD SHALL ENSURE THAT THE PROPOSED PLUMBING STUB-OUT ELEVATION FOR EACH BUILDING WILL ALLOW FOR A GRAVITY CONNECTION TO THE SANITARY SEWER LATERAL WITH THE REQUIRED SLOPE. HORIZONTAL AND VERTICAL SEPARATION SHALL BE MAINTAINED AS REQUIRED IN THE UTILITY STANDARDS MANUAL.
SANITARY SEWER LATERAL (DEEP)
01-26-15 SPRC COMMENTS
REV. ISSUED DATE DESCRIPTION
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PROJECT TITLE
VERANO P.U.D. 1
PLAT NO. 15
SEAL
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FL REG. # 26640
EB3610 / LC26000269
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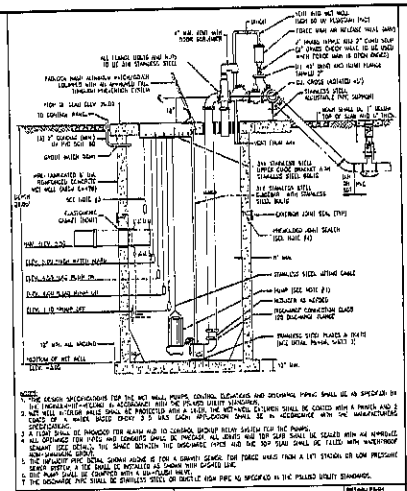
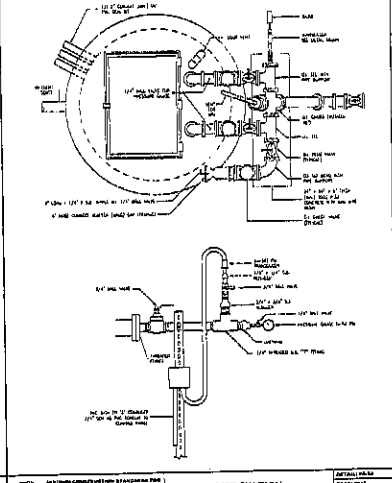
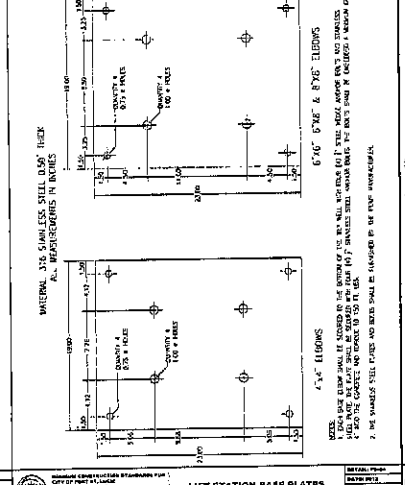
EB7917 / LB7062
SHEET TITLE
WATER AND SEWER DETAILS
CITY OF PORT ST. LUCIE PROJECT NUMBER - #15-172
PROJECT MANAGER RWL
LEAD DESIGN PROF. RWL
CHECKED BY RWL
DEPARTMENT MANAGER RWL
TASK/PHASE NUMBER 0000.0000
DRAWN BY JAF
SCALE NTS
PROJECT NUMBER WF883015
DRAWING NUMBER
DATE DECEMBER 2014
WS11 OF 12



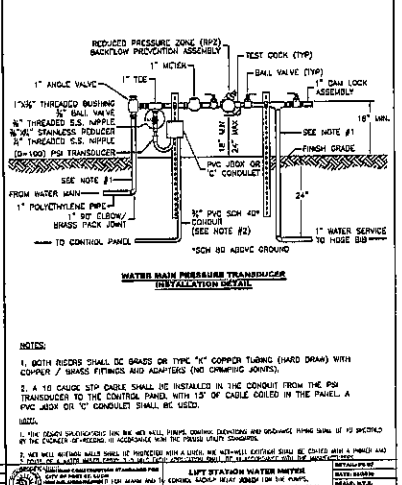
LIFT STATION WET WELL SECTION



LIFT STATION WET WELL PLAN VIEW



LIFT STATION BASE PLATES



LIFT STATION WATER METER
BACKFLOW PREVENTION ASSEMBLY

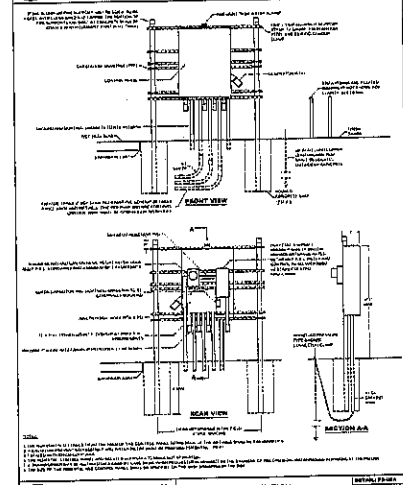
WATER MAIN PRESSURE TRANSDUCER INSTALLATION DETAIL

NOTES:

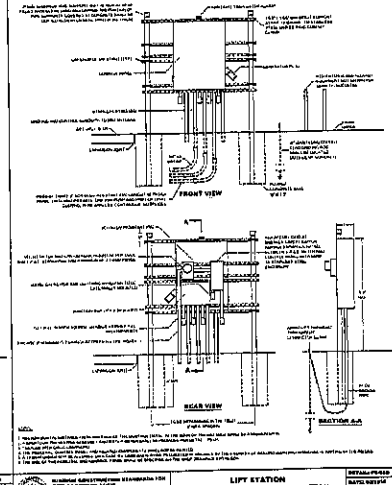
1. BOTH RISERS SHALL BE BRASS OR TYPE "K" COPPER TUBING (HARD DRAW) WITH COPPER / BRASS FITTINGS AND ADAPTERS (NO CRIMPING JOINTS).
2. A 16 GAUGE STP CABLE SHALL BE INSTALLED IN THE CONDUIT FROM THE PSI TRANSDUCER TO THE CONTROL PANEL WITH 12" OF CABLE COILED IN THE PANEL. A PVC JOCK OR "C" CONDUIT SHALL BE USED.

NOTE:

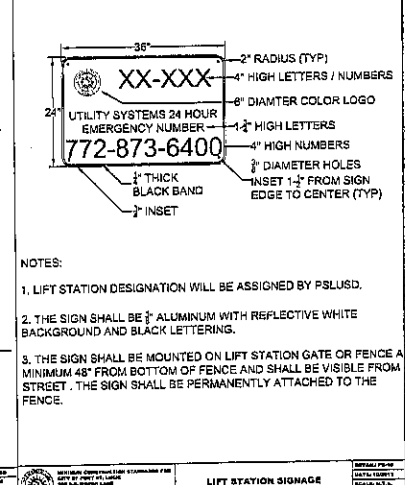
1. THE DESIGN SPECIFICATIONS FOR THE WET WELL PUMPS, CONTROL ELEVATIONS AND DISCHARGE PIPING SHALL BE AS SPECIFIED BY THE ENGINEER-OF-RECORD, IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.
2. WET WELL INTERIOR WALLS SHALL BE PROTECTED WITH A LINER, WHERE NECESSARY, EXISTING SHALL BE COATED WITH A PRIMER AND 2 COATS OF A WATER BASED EPOXY 3.5 MILS EACH APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATIONS.
3. A LIGHT SHALL BE PROVIDED FOR WORK AREA TO CONTROL BOTTOM OF WET WELL SWITCH FOR THE PUMPS.
4. ALL OPENINGS FOR PIPES AND CONDUITS SHALL BE PACKED WITH NON-SHRINK GROUT AND TOP SLAB SHALL BE SEALED WITH AN APPROVED PERMANENT SEAL DETAIL. THE SPACE BETWEEN THE DISCHARGE PIPES AND THE TOP SLAB SHALL BE FILLED WITH NON-SHRINKING GROUT.
5. THE INFLUENT PIPE DETAIL SHOWN ABOVE IS FOR A GRAVITY SEWER. FOR FORCE MAINS FROM A LIFT STATION OR LOW PRESSURE SEWER SYSTEM A TEE SHALL BE INSTALLED AS SHOWN WITH SHOWED END.
6. EACH PUMP SHALL BE EQUIPPED WITH A GATE VALVED VALVE.
7. THE DISCHARGE PIPE SHALL BE STAINLESS STEEL OR DUCTILE IRON PIPE AS SPECIFIED IN THE PSLUSD UTILITY STANDARDS.



LIFT STATION CONTROL PANEL - PEDESTAL DETAIL INSIDE PSL CITY LIMITS



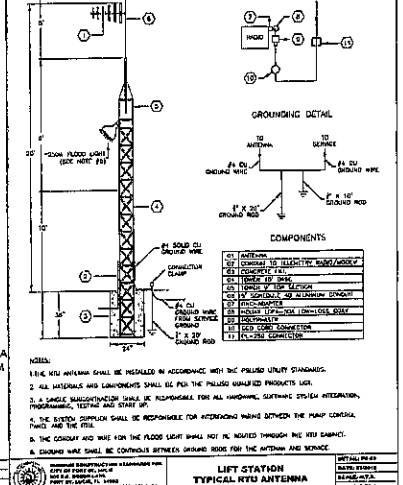
LIFT STATION CONTROL PANEL - PEDESTAL DETAIL OUTSIDE PSL CITY LIMITS



LIFT STATION SIGNAGE

NOTES:

1. LIFT STATION DESIGNATION WILL BE ASSIGNED BY PSLUSD.
2. THE SIGN SHALL BE ¾" ALUMINUM WITH REFLECTIVE WHITE BACKGROUND AND BLACK LETTERING.
3. THE SIGN SHALL BE MOUNTED ON LIFT STATION GATE OR FENCE A MINIMUM 48" FROM BOTTOM OF FENCE AND SHALL BE VISIBLE FROM STREET . THE SIGN SHALL BE PERMANENTLY ATTACHED TO THE FENCE.



LIFT STATION TYPICAL RTU ANTENNA

ANTENNA CABLING DETAIL

GROUNDING DETAIL

COMPONENTS

01	ANTENNA
02	CABLING TO ELECTRIC PANEL/MODULE
03	CONCRETE PAD
04	TOWER 10' SECTION
05	TOWER 5' TOP SECTION
06	1" SCHEDULE 40 ALUMINUM CONDUIT
07	ETHERNET
08	SOLAR PANEL (NOT INCLUDED)
09	MOUNTING
10	DC COAX CONNECTOR
11	PL-259 CONNECTOR

NOTES:

1. THE RTU ANTENNA SHALL BE INSTALLED IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.
2. ALL MATERIALS AND COMPONENTS SHALL BE PER THE PSLUSD QUALIFIED PRODUCTS LIST.
3. A SINGLE MANUFACTURER SHALL BE RESPONSIBLE FOR ALL HARDWARE, SOFTWARE SYSTEM INTEGRATION, PROGRAMMING, TESTING AND START UP.
4. THE SYSTEM SUPPLIER SHALL BE RESPONSIBLE FOR INTERFACING WIRING BETWEEN THE PUMP CONTROL PANEL AND THE RTU.
5. THE CONDUIT AND WIRE FOR THE FLOOD LIGHT SHALL NOT BE ROUTED THROUGH THE RTU CABINET.
6. GROUND WIRE SHALL BE CONTINUOUS BETWEEN GROUND RODS FOR THE ANTENNA AND BONDAGE.

REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SPEC COMMENTS
2	02-03-15	UPDATE LIFT STATION DETAILS
3	02-25-15	ADJUST TOP SLAB
4	03-16-15	LIFT STATION DETAIL

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PROJECT TITLE

VERANO P.U.D. 1
PLAT NO. 15

SEAL

ROBERT W. LAWSON, PE
FL REG. # 76640

GS360 / LC26000280

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EB7581 / LB7082

SHEET TITLE

LIFT STATION DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER – P15-172

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 6000.0000P
SCALE: NTS	PROJECT NUMBER: WFBB3015
DATE: DECEMBER 2014	DRAWING NUMBER: WS12 OF 12
	CHECKED BY: RWL
	DRAWN BY: JAF

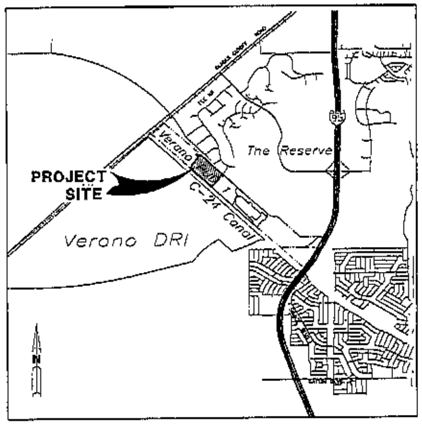
Date/Time: Wed, 11 Mar 2015 - 4:07pm
File Name: C:\Projects\LIFT STATIONS\WS12 Lift Station Details.dgn
Design Engr: Robert Lawson, PE
Drawn By: JAF
Last Saved By: JAF
Xref Name: 28-pen.tbl
Xref Name:
Xref Name:

PAVING, GRADING, AND DRAINAGE PLANS

FOR

VERANO P.U.D. NO. 1, PLAT NO. 15

DEVELOPER: VERANO DEVELOPMENT, LLC
9700 RESERVE BLVD.
PORT ST. LUCIE, FL 34986
PHONE: 772-467-1299
FAX: 772-467-1858



LOCATION MAP
N.T.S.

PREPARED BY

ARCADIS

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Tel: (561) 697-7000 Fax: (561) 697-7751 www.arcadis-us.com
EB 7917 / LB 7062

INDEX OF SHEETS

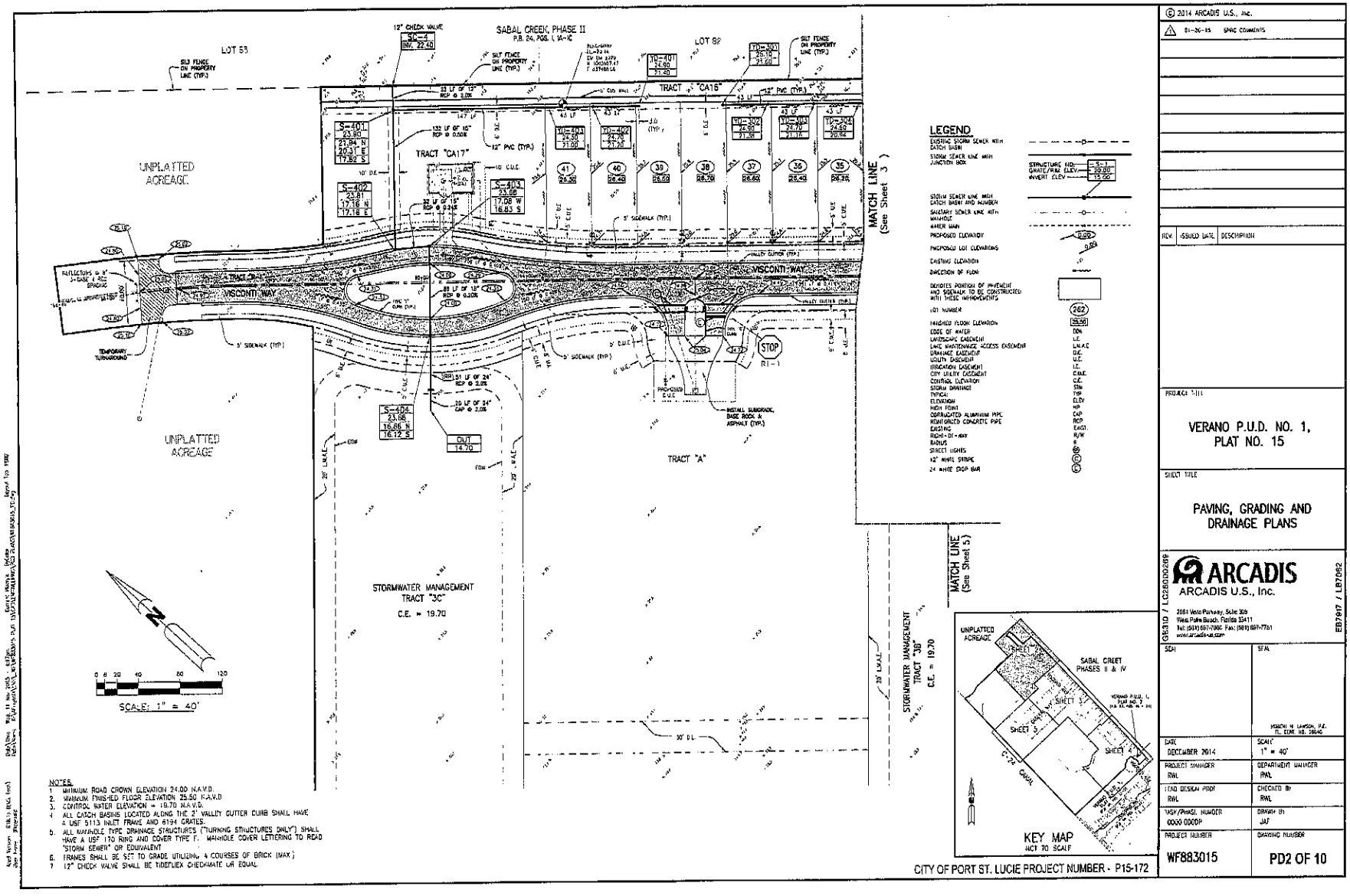
SHEET No.	DESCRIPTION
1	COVER SHEET
2-5	PAVING, GRADING, AND DRAINAGE PLAN
6-8	PAVING, GRADING, AND DRAINAGE DETAILS
9-10	LAKE EXCAVATION PLANS
SWPP01	STORMWATER POLLUTION & PREVENTION PLANS
SWPP02	STORMWATER POLLUTION & PREVENTION DETAILS

REVISIONS:
1. SPRC COMMENTS 01-26-15

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

SHEET TITLE: COVER SHEET	
SEAL	SEAL ROBERT W. LAWSON, PE FL REG. # 26840
DATE: DECEMBER 2014	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD1 OF 10



NOTES:
1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
2. MINIMUM FINISHED FLOOR ELEVATION 25.50 N.A.V.D
3. CONTROL WATER ELEVATION = 19.70 N.A.V.D.
4. ALL CATCH BASINS LOCATED ALONG THE 2' VALLEY GUTTER CURB SHALL HAVE A USF 5113 INLET FRAME AND 6194 GRATES.
5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE F. MANHOLE COVER LETTERING TO READ "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.)
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SPAC COMMENTS

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

PAVING, GRADING AND DRAINAGE PLANS

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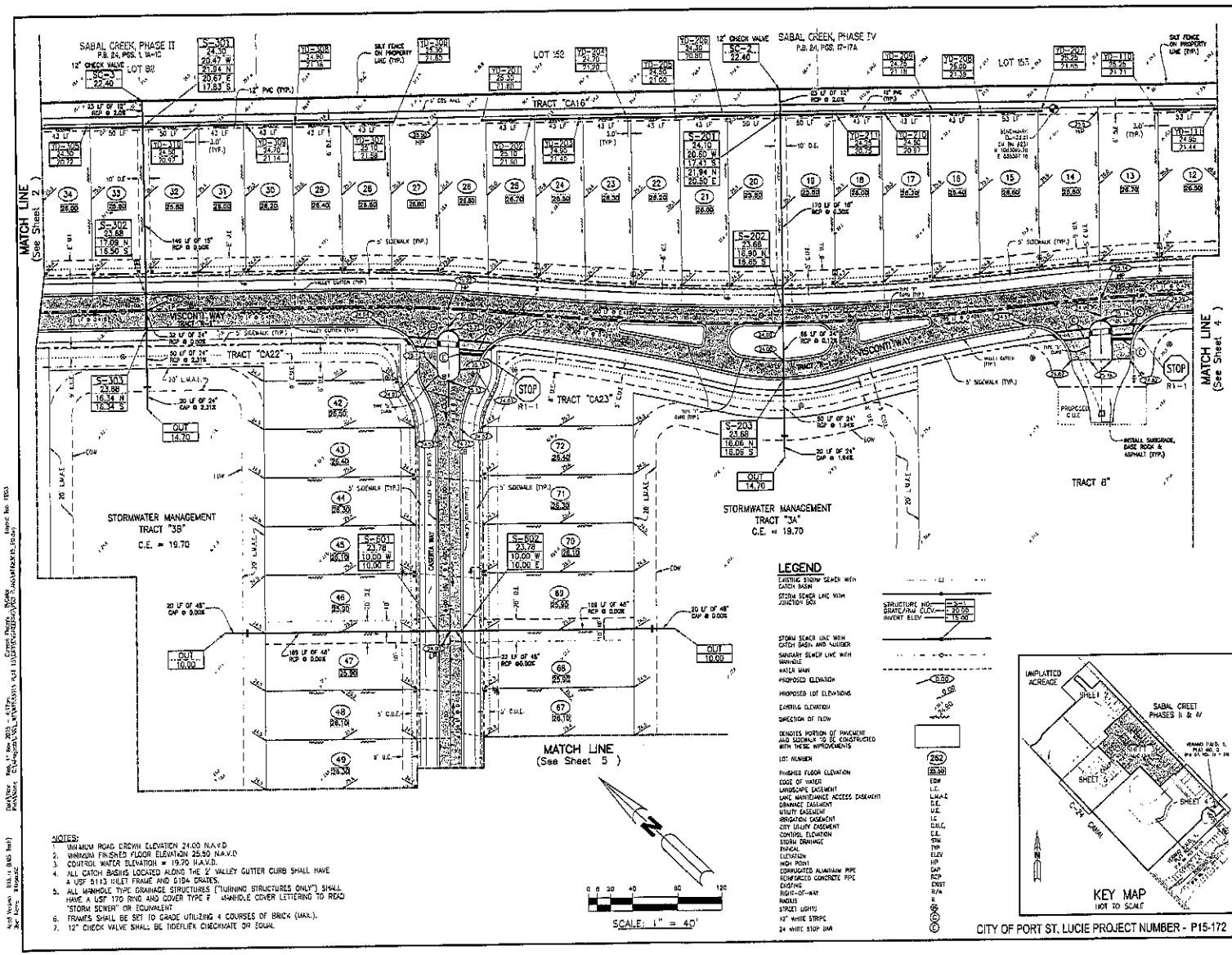
EB7917 / LB7062
GB310 / LC26000286

SEAL	SEAL
	HOWARD W. LAWSON, P.E. FL. REG. NO. 39646
DATE: DECEMBER 2014	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000 0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD2 OF 10



NOTES:
1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
2. MINIMUM FINISHED FLOOR ELEVATION 25.50 N.A.V.D.
3. CONTROL WATER ELEVATION = 19.70 N.A.V.D.
4. ALL CATCH BASINS LOCATED ALONG THE 2' VALLEY GUTTER CURB SHALL HAVE A USF 5113 INLET FRAME AND 5184 GRATES.
5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE F MANHOLE COVER LETTERING TO READ "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.).
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL

LEGEND

- EXISTING STORM SEWER WITH CATCH BASIN
- STORM SEWER LINE WITH JUNCTION BOX
- STRUCTURE NO. — S-1
- GRATE/RIM ELEV. — 22.00
- INVERT ELEV. — 15.00
- STORM SEWER LINE WITH CATCH BASIN AND MANHOLE
- SANITARY SEWER LINE WITH MANHOLE
- WATER MAIN
- PROPOSED ELEVATION — 0.00
- PROPOSED LOT ELEVATIONS — 0.00
- EXISTING ELEVATION — 0.00
- DIRECTION OF FLOW
- DENOTES PORTION OF PAVEMENT AND SIDEWALK TO BE CONSTRUCTED WITH THESE IMPROVEMENTS
- LOT NUMBER — 262
- FINISHED FLOOR ELEVATION — 25.50
- EDGE OF WATER — EDW
- LANDSCAPE EASEMENT — L.E.
- LAKE MAINTENANCE ACCESS EASEMENT — L.M.A.E.
- DRAINAGE EASEMENT — D.E.
- UTILITY EASEMENT — U.E.
- IRRIGATION EASEMENT — I.E.
- CITY UTILITY EASEMENT — C.U.E.
- CONTROL ELEVATION — C.E.
- STORM DRAINAGE — SW
- PHASE — PH
- ELEVATION — ELEV
- HIGH POINT — HP
- CORRUGATED ALUMINUM PIPE — CAP
- REINFORCED CONCRETE PIPE — RCP
- EXISTING — EXIST
- RIGHT-OF-WAY — R/W
- RADIUS — R
- STREET LIGHTS
- 12" WHITE STRIPE
- 24 WHITE STOP BAR

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SFWD COMMENTS
2	03-04-15	S-301 TO S-302 PIPE SIZE

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

PAVING, GRADING AND DRAINAGE PLANS

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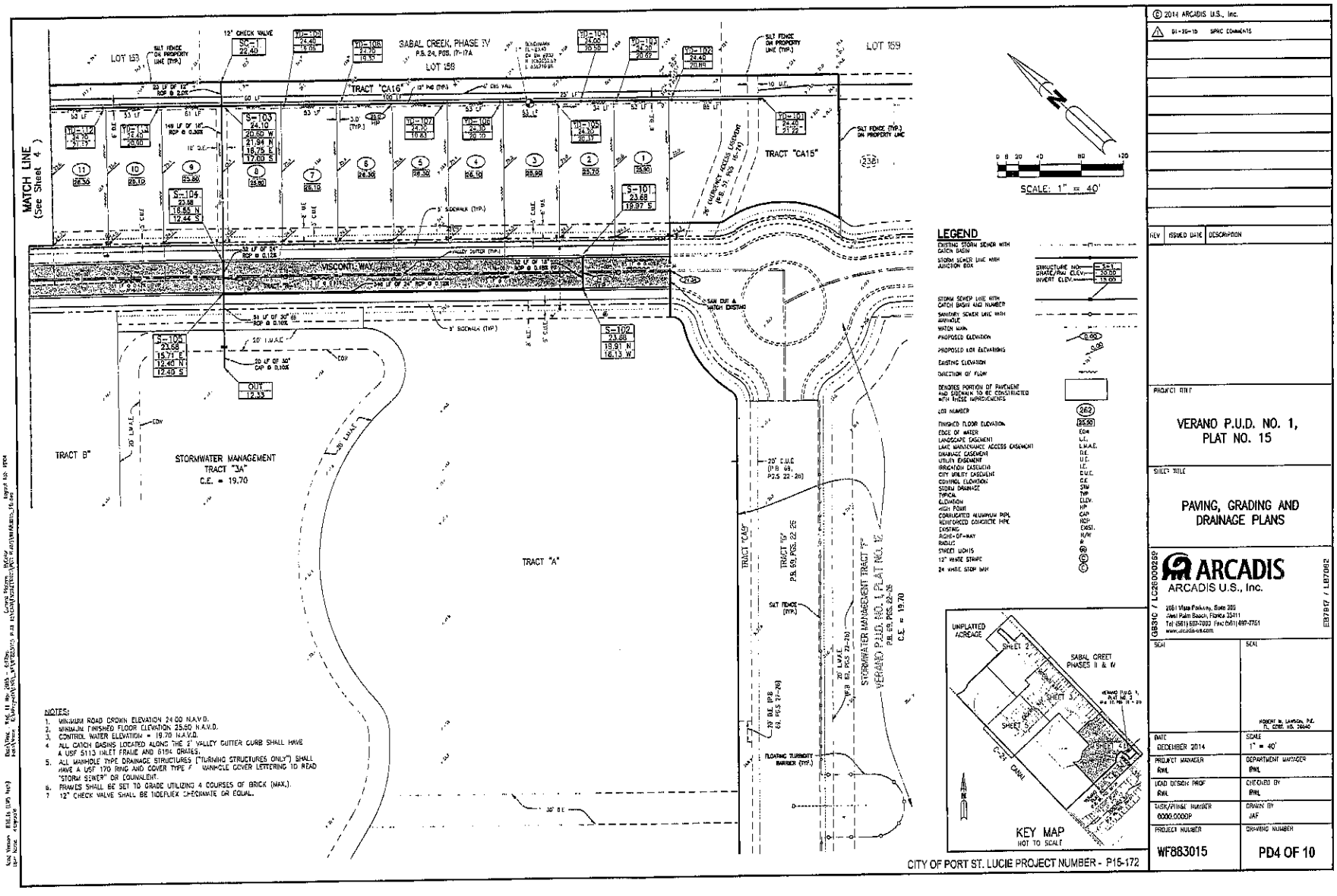
www.arcadis-us.com

CB310 / LC26000268 — ES7697 / LB7082

SEAL	SEAL
	MORRIS A. KNOX JR., P.E. FL. CERT. NO. 35648
DATE: DECEMBER 2014	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD3 OF 10



NOTES:
1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
2. MINIMUM FINISHED FLOOR ELEVATION 25.50 N.A.V.D.
3. CONTROL WATER ELEVATION = 19.70 N.A.V.D.
4. ALL CATCH BASINS LOCATED ALONG THE 2' VALLEY GUTTER CURB SHALL HAVE A USF 5113 INLET FRAME AND 6194 GRATES.
5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE 'F' MANHOLE COVER LETTERING TO READ "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.).
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV	ISSUED DATE	DESCRIPTION
1	01-20-15	SFWMD COMMENTS

PROJECT TITLE

VERANO P.U.D. NO. 1,
PLAT NO. 15

SHEET TITLE

PAVING, GRADING AND DRAINAGE PLANS

ARCADIS
ARCADIS U.S., Inc.
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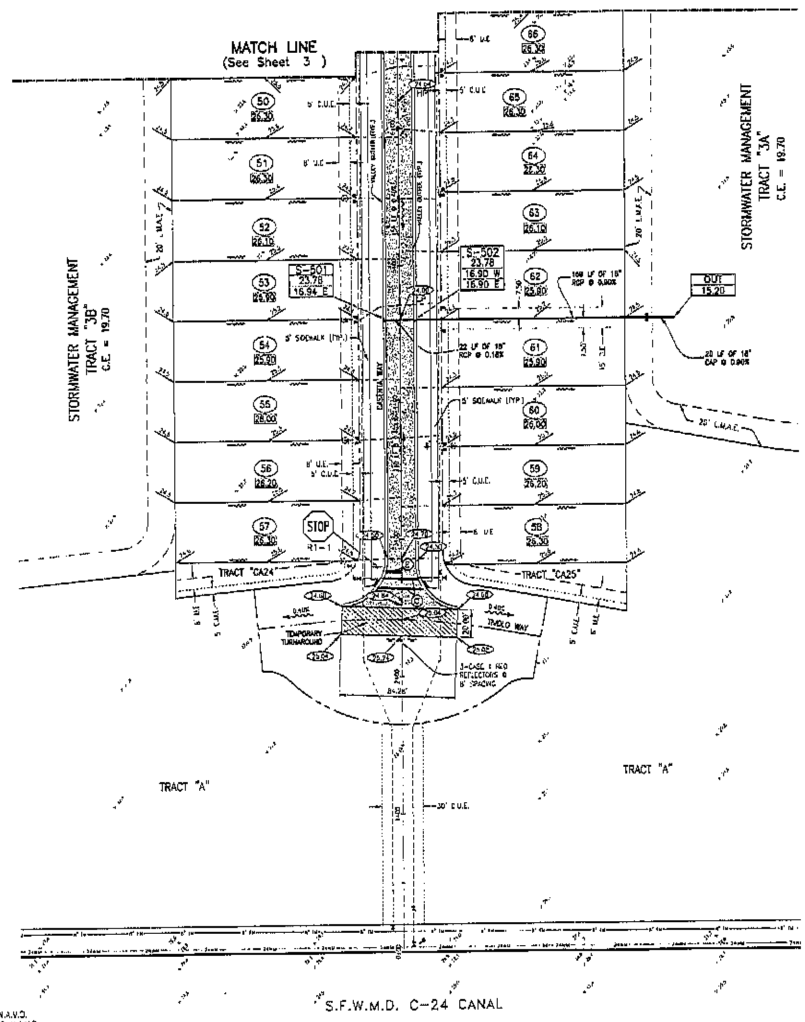
www.arcadis-us.com
(GBSIC / LC26000029) EB7197 / LB7982

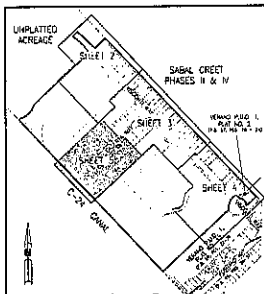
SCALE	SCALE
	ROBERT W. LAWSON, P.E. FL. REG. NO. 39440
DATE: DECEMBER 2014	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD4 OF 10



SCALE: 1" = 40'

LEGEND

EXISTING STORM SEWER WITH CATCH BASIN	
STORM SEWER LINE WITH JUNCTION BOX	STRUCTURE NO. S-1; GRATE/RIM ELEV. 20.00; INVERT ELEV. 15.00
STORM SEWER LINE WITH CATCH BASIN AND NUMBER	
SANITARY SEWER LINE WITH MANHOLE	
WATER MAIN	
PROPOSED ELEVATION	0.00
PROPOSED LOT ELEVATIONS	0.00
EXISTING ELEVATION	
DIRECTION OF FLOW	
DENOTES PORTION OF PAVEMENT AND SIDEWALK TO BE CONSTRUCTED WITH THESE IMPROVEMENTS	
LOT NUMBER	252
FINISHED FLOOR ELEVATION	25.50
EDGE OF WATER	EOW
LANDSCAPE EASEMENT	L.E.
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
DRAINAGE EASEMENT	D.E.
UTILITY EASEMENT	U.E.
IRRIGATION EASEMENT	I.E.
CITY UTILITY EASEMENT	C.U.E.
CONTROL ELEVATION	C.E.
STORM DRAINAGE	STM
TYPICAL	TYP
ELEVATION	ELEV.
HIGH POINT	HP
CORRUGATED ALUMINUM PIPE	CAP
REINFORCED CONCRETE PIPE	RCP
EXISTING	EXIST.
RIGHT-OF-WAY	R/W
RADIUS	R
STREET LIGHTS	
12" WHITE STRIPE	
24 WHITE STOP BAR	



KEY MAP
NOT TO SCALE

NOTES:
1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
2. MINIMUM FINISHED FLOOR ELEVATION 25.50 N.A.V.D.
3. CONTROL WATER ELEVATION = 19.70 N.A.V.D.
4. ALL CATCH BASINS LOCATED ALONG THE 2' VALLEY GUTTER CURB SHALL HAVE A USF 5113 INLET FRAME AND 6194 GRATES.
5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE F. MANHOLE COVER LETTERING TO READ "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.)
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV	ISSUED DATE	DESCRIPTION
1	01-26-15	SPRC COMMENTS

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

PAVING, GRADING AND DRAINAGE PLANS

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2361 Vista Parkway, Suite 305
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Tel (561) 697-7000 Fax (561) 697-7751
GB310 / LC26000209
EB7817 / LB7062

SEAL

ROBERT N. LAWSON, P.E.
FL. CERT. NO. 25640

DATE: DECEMBER 2014	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0060.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD5 OF 10

GENERAL NOTES

1. ALL CHANGES SHALL BE APPROVED IN WRITING BY ARCADIS U.S., INC

2. ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER AND SHALL CONFORM TO ALL APPLICABLE CITY, COUNTY, STATE OR FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED PRIOR TO INITIATING THE WORK

3. SEQUENCE OF CONSTRUCTION – THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT ARE BENEATH THE PAVEMENT, SHALL BE IN PLACE AND HAVE PROPER DENSITY PRIOR TO THE CONSTRUCTION AND COMPACTION OF THE SUBGRADE

4. THE CONTRACTOR SHALL CALL SUNSHINE 1-800-432-4770 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES

5. AS-BUILTS – THE CONTRACTOR SHALL COMPLETE "AS-BUILT" INFORMATION RELATIVE TO LOCATION OF THE INLETS AND MANHOLES, THEIR INVERTS AND RIM ELEVATIONS, AND THE LOCATIONS OF UTILITIES AND UTILITY SERVICES.

6. GUARANTY – ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE THEREOF, AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE GUARANTEED EQUIPMENT OR MATERIALS, DURING THE GUARANTY PERIOD, THE AFFECTED PART, PARTS OR MATERIALS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS WITHIN SEVEN DAYS AFTER NOTIFICATION BY THE OWNER, THE OWNER MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR

7. ELEVATIONS – ALL ELEVATIONS REFER TO NAVD 1988 DATUM

8. BENCHMARKS SHOWN ON PAVING, GRADING AND DRAINAGE PLAN SHEETS.

9. GRADES SHOWN ARE FINISHED GRADES

10. GRATE ELEVATIONS REFER TO THE EDGE OF PAVEMENT SIDE OF THE GRATE (SEE DETAIL)

11. MINIMUM ROAD CROWN ELEVATION IS ELEVATION 24.00 NAVD

12. THE MINIMUM FINISH FLOOR ELEVATION, FOR ANY RESIDENTIAL STRUCTURE IS ELEVATION 25.50 NAVD (WHICH IS ABOVE THE PROJECTED FLOOD STAGE PRODUCED BY THE ONE IN ONE HUNDRED YEAR FREQUENCY STORM) OR 18 INCHES ABOVE THE CROWN OF ROAD WHICHEVER IS HIGHER

13. CLEARING AND GRUBBING – WITHIN THE LIMITS OF CONSTRUCTION, ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.

14. GUMBO – WHERE GUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE ROADWAY AND PARKING AREAS ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE OUTSIDE EDGE OF THE SHOULDER AREA.

15. HARDPAN – IF HARDPAN IS ENCOUNTERED IN THE SWALE AREA, IT WILL BE REMOVED TO A WIDTH OF TWO FEET AT THE SWALE INVERT AND REPLACED WITH GRANULAR MATERIAL.

16. MUCK AND PEAT – IF MUCK AND/OR PEAT ARE ENCOUNTERED IN THE ROAD OR PARKING AREA, THEY WILL BE REMOVED COMPLETELY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT AND SHALL BE BACKFILLED WITH GRANULAR MATERIAL.

17. WHERE SOD IS DESIRED, LOWER THE GROUND 2 INCHES BELOW THE FINISHED GRADE TO ALLOW FOR THE THICKNESS OF THE SOD. 18. BACKFILL – REQUIREMENTS FOR PIPE AND DITCH BACKFILL CROSSING ROADS, PARKING AREAS, OR STRUCTURES SHALL BE DEFINED IN THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (A.A.S.H.T.O.) T-99 SPECIFICATIONS.

19. UTILITIES – IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER PRIOR TO CONSTRUCTION OF ANY DEVIATION FROM WHAT IS SHOWN ON THE PLAN.

20. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR, BUT NOT LIMITED TO, ALL PIPE, DRAINAGE STRUCTURES, GRATES, FRAMES AND COVERS.

21. STORM SEWER PIPE SHALL BE PAID BASED ON MEASUREMENT FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE

22. WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, SAID EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL SILT AND OTHER DEBRIS PRIOR TO SAID CONNECTIONS BEING MADE, AND WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEARED AND REWORKED, AS NECESSARY, TO RESTORE THEM TO AN APPROVED DESIGN SECTION. SYSTEMS ARE TO BE CLEANED AND/OR GRADED TO THE POINT OF LEGAL POSITIVE OUTFALL

23. ALL PIPE LENGTHS AND CENTERLINE SLOPE LENGTHS SHOWN ON THESE DRAWINGS ARE SCALED DISTANCES. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK

24. INLETS AND MANHOLES – ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS SPECIFICATIONS, LATEST EDITION AND ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, AND THE CITY OF PORT ST. LUCIE STANDARDS, LATEST EDITION.

25. CORRUGATED ALUMINUM PIPE – THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF THE A.A.S.H.T.O., M-196, AND WITH THE FLORIDA D.O.T SPECIFICATIONS, LATEST EDITION, ALUMINUM PIPE TO BE HELICAL (SPIRAL FLOW).

26. INSTALLATION OF CORRUGATED METAL PIPE – ALL JOINTS ON STORM SEWER PIPE SHALL BE MADE UP WITH ONE-HALF INCH NEOPRENE. ALL BANDS SHALL HAVE THE SAME CORRUGATION DESIGN AS THE PIPE. THE WIDTH OF THE BANDS SHALL BE AS FOLLOWS: 12 INCH WIDE UP TO 48 INCH DIAMETER PIPE AND 24 INCH WIDE OVER 48 INCH DIAMETER PIPE. THE REQUIREMENTS OF D.O.T. D400036 WILL BE ADHERED TO WITH ANNULAR BANDING OF JOINTS REQUIRED. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T SPECIFICATIONS

27. REINFORCED CONCRETE PIPE – THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF CLASS III OF A.S.T.M. C-76 AND WITH THE FLORIDA D.O.T SPECIFICATIONS, LATEST EDITION. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T SPECIFICATIONS

28. ALL PAVING AND DRAINAGE WORK SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE CITY OF PORT ST. LUCIE'S LATEST STANDARDS

29. ANY EXISTING ROADWAY AND/OR UTILITY THAT IS DAMAGED BY THE CONTRACTOR SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER

30. SUBGRADE – SHALL BE COMPACTED AS NOTED ON THE PLANS AND MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE A.A.S.H.T.O T-180 SPECIFICATIONS. SUBGRADE SHALL EXTEND 12 INCHES BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR 6" BEYOND VALLEY GUTTER, TYPE "F" CURB & GUTTER OR TYPE "D" CURB. SUBGRADE SHALL BE 12 INCHES THICK COMPACTED TO 98% ACCORDING TO A.A.S.H.T.O T-180. ALL MUCK, STUMPS, ROOTS OR OTHER DELETERIOUS MATTER ENCOUNTERED IN THE PREPARATIONS OF THE SUBGRADE SHALL BE REMOVED COMPLETELY FROM THE CENTERLINE OF THE ROADWAY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT. IF SUBGRADE IS REQUIRED TO BE STABILIZED, THE REQUIRED BEARING VALUE DETERMINATIONS SHALL BE MADE BY THE LIMEROCK BEARING RATIO, TEST METHOD "D" OF A.A.S.H.T.O T-180 SPECIFICATIONS

31. BASE – APPROVED LOCAL BASE MATERIAL, MEETING LBR 100 MIN., SHALL BE COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O T-180 SPECIFICATIONS AND AS CALLED FOR IN FLORIDA D.O.T SPECIFICATIONS, LATEST EDITION. BASE COURSES OVER 6 1/2" THICK SHALL BE PLACED AND COMPACTED IN TWO EQUAL LIFTS

32. PRIME COAT – BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.25 GALLONS PER SQUARE YARD, UNLESS A LOWER RATE IS DIRECTED BY THE ENGINEER

33. TACK COAT – BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER

34. SURFACE COURSE – ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T SPECIFICATIONS, LATEST EDITION. THE MINIMUM COMPACTED THICKNESS TO BE AS NOTED ON PLANS

35. PAVEMENT MARKINGS – SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AND CITY OF PORT ST. LUCIE'S LATEST STANDARDS

36. CONCRETE – ALL CONCRETE SHALL DEVELOP 4000 P.S.I. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 P.S.I. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.

37. NO DRIVEWAY SHALL BE CONSTRUCTED WITHIN ANY PORTION OF THE SAFE SIGHT CORNERS

38. NO DRIVEWAY SHALL BE CONSTRUCTED WITHIN 5' OF A FIRE HYDRANT

39. CONTRACTOR TO OBTAIN ALL REQUIRED DEWATERING PERMITS FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT

40. 4" SLEEVES SHALL BE SCHEDULE 80 AND BE PLACED AT 0.00% SLOPE WITH TOP OF PIPE 3.0' BELOW PROFILE GRADE. ENDS OF PIPE SHALL HAVE METAL LOCATORS INSTALLED.

41. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

42. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS TURBIDITY CURTAINS, SILT BARRIERS AND HAY BALES WHERE NECESSARY IN ORDER TO COMPLY WITH ALL FEDERAL STATE AND LOCAL WATER QUALITY STANDARDS.

43. THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO OWNER-SUPPLIED EASEMENTS AND RIGHTS OF-WAY. IN ENVIRONMENTALLY SENSITIVE AREAS, CONSTRUCTION ACTIVITIES SHALL BE FURTHER CONFINED AS INDICATED OR REQUIRED BY PERMIT CONDITIONS.

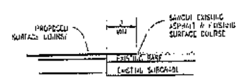
44. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE SITE PRIOR TO THE BIDDING PROCESS TO DETERMINE EXISTING CONDITIONS, ITEMS DISCOVERED WHICH ARE NOT REFLECTED IN THE DRAWINGS AND AFFECT OR POTENTIALLY AFFECT THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.

45. MAINTENANCE OF TRAFFIC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH FDOT AND CITY OF PORT ST. LUCIE'S STANDARDS. THE INDIVIDUAL PREPARING M.O.T. PLANS SHALL BE CERTIFIED IN ADVANCE M.O.T. BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

46. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS PRIOR TO THE BID PROCESS TO DETERMINE THE METHODS AND EXTENT DEWATERING IS NECESSARY (IF ANY) AND SHALL INCLUDE METHODS AND COSTS ASSOCIATED WITH DEWATERING IN THE BID.

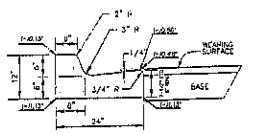
47. CLEAN UP: THE CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE FREE OF RUBBISH AND WASTE MATERIALS AND RESTORE TO THEIR ORIGINAL CONDITION THOSE PORTIONS OF THE SITE NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS. CLEAN UP AND RESTORATION SHALL BE ACCOMPLISHED ON A CONTINUING BASIS THROUGHOUT THE CONTRACT PERIOD AND IN SUCH A MANNER AS TO MAINTAIN A MINIMUM OF NUISANCE AND INTERFERENCE TO THE GENERAL PUBLIC AND RESIDENTS IN THE VICINITY OF THE WORK. THE CONTRACTOR SHALL ALSO REMOVE, WHEN NO LONGER NEEDED, ALL TEMPORARY STRUCTURES AND EQUIPMENT USED IN THE OPERATIONS. IT IS THE INTENT OF THIS SPECIFICATION THAT THE CONSTRUCTION AREA AND THOSE OTHER AREAS NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AS NEARLY AS POSSIBLE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION.

48. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE SIGNS, BARRICADES, FLASHING LIGHTS, FLAGMEN, AND WATCHMEN AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC. TRAFFIC CONTROL, WARNING SIGNS AND BARRICADES SHALL BE IN STRICT ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL ON TRAFFIC CONTROLS AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATION (LATEST REVISION). ALL BARRICADES AND OBSTRUCTIONS SHALL BE ILLUMINATED AT NIGHT BY FLASHING SIGNAL LIGHTS WHICH SHALL BE KEPT BURNING FROM SUNSET TO SUNRISE. BARRICADES SHALL BE OF SUBSTANTIAL CONSTRUCTION AND SUITABLE FOR NIGHT VISIBILITY. SUITABLE WARNING SIGNS SHALL BE SO PLACED AND ILLUMINATED AT NIGHT AS TO SHOW IN ADVANCE WHERE CONSTRUCTION, BARRICADES OR DETOURS EXIST



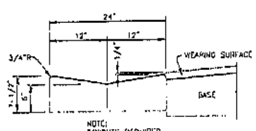
SAW CUT/BUTT JOINT DETAIL
N.T.S.

SAW JOINT DETAIL
N.T.S.



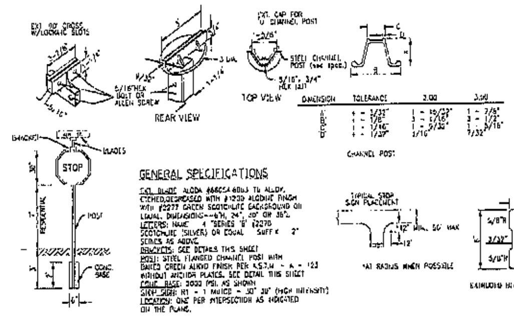
NOTE: 1. SAWCUTS REQUIRED AT 10' CENTERS
2. WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6". (MODIFIED)

TYPE "F" CURB & GUTTER
N.T.S.



NOTE:
SAWCUTS REQUIRED AT 10' CENTERS

CONCRETE VALLEY GUTTER
N.T.S.



GENERAL SPECIFICATIONS

EXT. BLADE: ALCOA #6063-T6 ALLOY, ETCHED/DEGREASED WITH #1200 ALODINE FINISH WITH #2277 GREEN SCOTCHLITE BACKGROUND ON LEGAL DIMENSIONS 6", 24", 30" OR 36".
LETTERS: NAME 4" "SERIES B" #2270 SCOTCHLITE (SILVER) OR EQUAL SUFFIX 2" SERIES AS ABOVE.
BRACKETS: SEE DETAILS THIS SHEET
POST: STEEL FLANGED CHANNEL POST WITH BAKED GREEN ALKYD FINISH PER A.S.T.M. A-123 WITHOUT ANCHOR PLATES. SEE DETAIL THIS SHEET
CONC. BASE: 3000 PSI. AS SHOWN
STOP SIGN: R1 - 1 MUTCD - 30" 30" (HIGH INTENSITY)
LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.

TYP. STREET/STOP SIGN
N.T.S.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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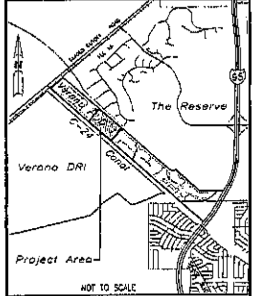
REV.	ISSUED DATE	DESCRIPTION
1	01-26-15	SPRC COMMENTS



NOT TO SCALE

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE
PAVING, GRADING, AND DRAINAGE DETAILS

ARCADIS
ARCADIS U.S., Inc.
2081 Vista Parkway, Suite 305
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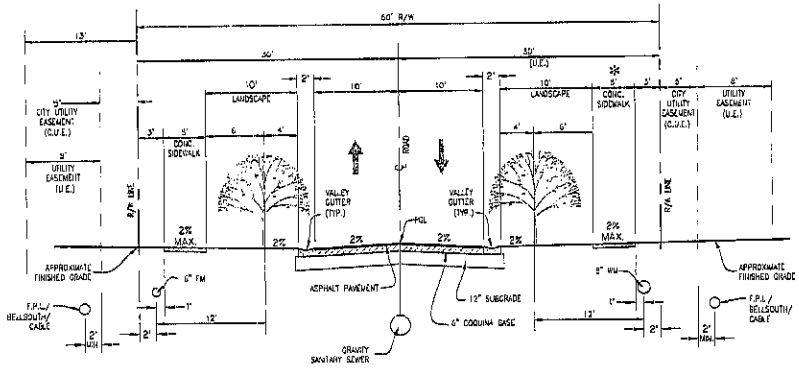
GB310 / LC26000269
EB7917 / LB7062

SEAL

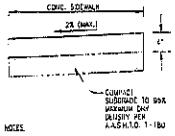
ROBERT W. LARSON, PE
FL REG # 26640

DATE: DECEMBER, 2014	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD6 OF 10



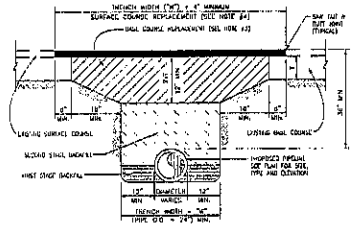
※ NOTE:
3' SIDEWALK OFFSET AND 5' C.U.E. WILL BE REQUIRED IF P.C.L. MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

60' RIGHT-OF-WAY
TYPICAL SECTION B-B
POSTED SPEED 25 MPH



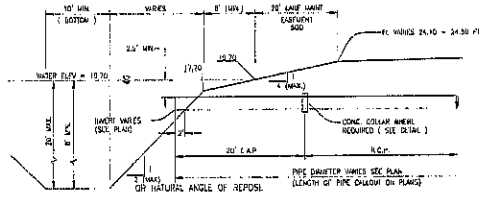
NOTES:
1. PATHWAY TO BE PORTLAND CEMENT CONCRETE, MIN. 3000 PSI @ 28 DAYS WITH FIBERMESH
2. BASE TO BE CLEAN SAND OR SANDY LOAM FULLY COMPACTED, FULL WIDTH.
3. CONCRETE TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE
4. SIDEWALK SHALL BE 6" THICK AT DRIVEWAYS

SIDEWALK DETAIL
N.T.S.



NOTES:
1. ALL WORK AND MATERIALS SHALL CONFORM WITH F.D.O.T. STANDARD SPECIFICATIONS, 2010 EDITION, AND AS CONDITIONS OF THE R/W PERMIT ISSUED BY THE T.R.E.D., COUNTY OR LOCAL ROAD AGENCY.
2. TYPE AND SIZING STAGE SHALL BE PLACED IN 12" MAX. LIFTS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF THE AASHTO T-99 MAXIMUM DENSITY.
3. BASE REPLACEMENT OVER TRENCH SHALL BE SINCE THE THICKNESS OF THE EXISTING BASE COURSE. BASE COURSE REPLACEMENT MATERIAL SHALL BE LIMEROCK OR CODUNA TRACE AND SHALL BE PLACED IN 8" OR 12" LIFTS (12" MAX. COMPACTED THICKNESS) AND COMPACTED TO 98% OF THE AASHTO T-180 MAXIMUM DENSITY. NO EXISTING BASE MATERIAL SHALL BE USED FOR THE BASE COURSE REPLACEMENT. FINISHED BASE COURSE AND VERTICAL SURFACE OF SAW-CUTS SHALL RECEIVE PRIME & TACK COATS.
4. SURFACE COURSE REPLACEMENT SHALL MATCH THE THICKNESS AND TYPE OF MATERIAL(S) OF THE EXISTING PAVEMENT, AS A MINIMUM PROVIDE 2" OF TYPE S-1 ASPHALTIC CONCRETE.

OPEN-CUT PAVEMENT REPAIR DETAIL
N.T.S.



LAKE SECTION AND OUTFALL DETAIL
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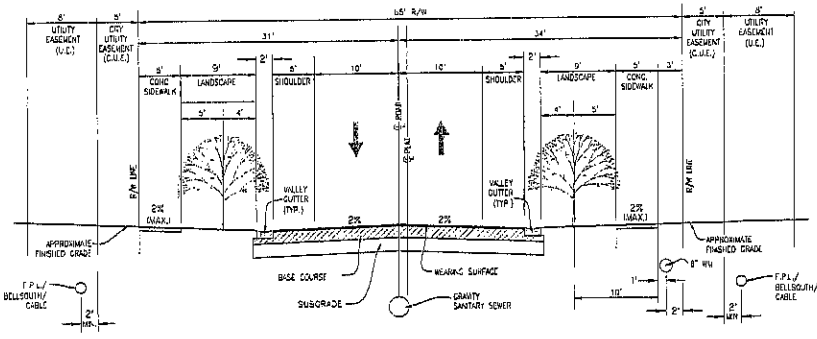

65' LOCAL STREET DETAIL
POSTED SPEED 25 MPH

REQUIRED PAVEMENT SPECIFICATIONS			
TYPE	WEARING SURFACE	BASE	SUB GRADE
ROADWAY	1" FDOT TYPE SP-9.5 ASPHALT PAVEMENT (STREET LIT) 1" FDOT TYPE SP-9.5 ASPHALT PAVEMENT (STREET LIT)	6" ROCK BASE COURSE COMPACTED TO BBR OF MAX DRY DENSITY AS DETERMINED BY AASHTO PROCEDURE T-180 LBR 100 MIN	12" SUBGRADE, COMPACTED TO 98% OF MAX DRY DENSITY AS DETERMINED BY AASHTO PROCEDURE T-180 STABILIZED TO MINIMUM LBR 40.

REQUIRED PAVEMENT SPECIFICATIONS

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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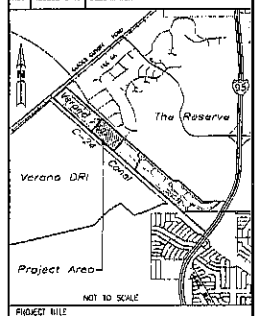
REV	ISSUED DATE	DESCRIPTION
1	04-28-15	SPRC COMMENTS



PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

PAVING, GRADING, AND DRAINAGE DETAILS

ARCADIS
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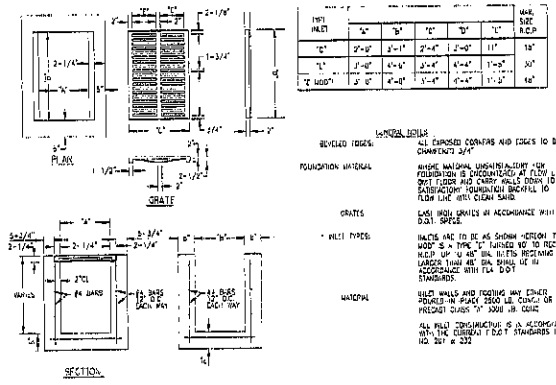
GBSIO / L026000268 EB7107 / L670082

SEAL	SEAL
	ROBERT W. LARSON, PE FL REG.# 39940
DATE: DECEMBER 2014	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD7 OF 10



INLET DETAIL
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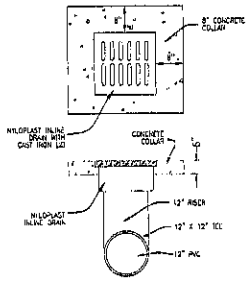

"INLINE" YARD DRAIN DETAIL
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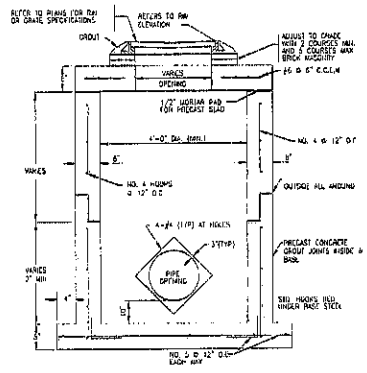

ALL REINFORCING TO MEET CURRENT F.D.O.T. SPECIFICATIONS

DRAINAGE STRUCTURES
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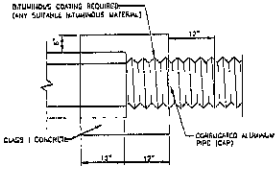

CONCRETE COLLAR DETAIL
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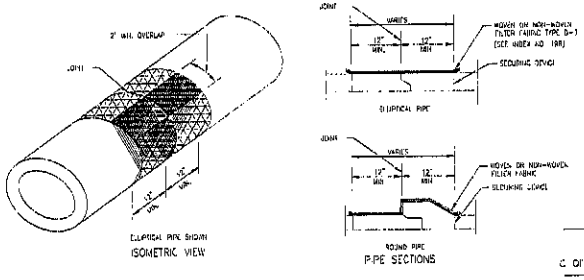
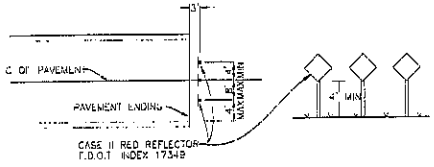
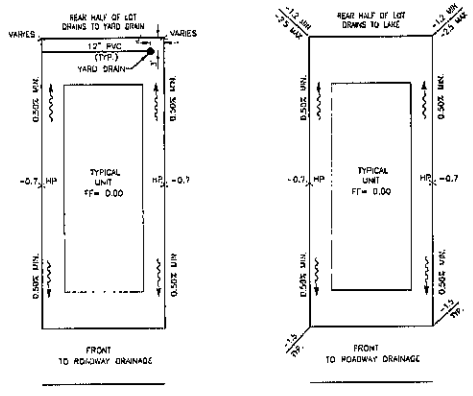


COST OF FILTER FABRIC JACKET TO BE INCLUDED IN COST OF PIPE CULVERTS FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

FILTER FABRIC JACKET
N.T.S.



CASE II RED REFLECTOR DETAIL



TYPICAL LOT GRADING SCHEME

NOTES: ALL UNIT TYPES CONSTRUCTED TO USE SIMILAR LOT DRAINAGE SCHEME AS THE TYPICAL UNIT SHOWN

TYPICAL LOT DRAINAGE DETAILS
N.T.S.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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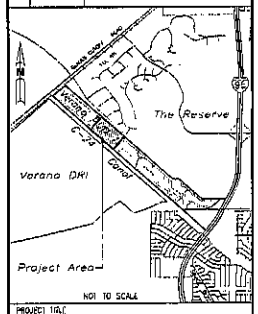
REV.	ISSUED DATE	DESCRIPTION
1	04-20-15	SFRC COMMENTS



PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

PAVING, GRADING, AND DRAINAGE DETAILS

ARCADIS
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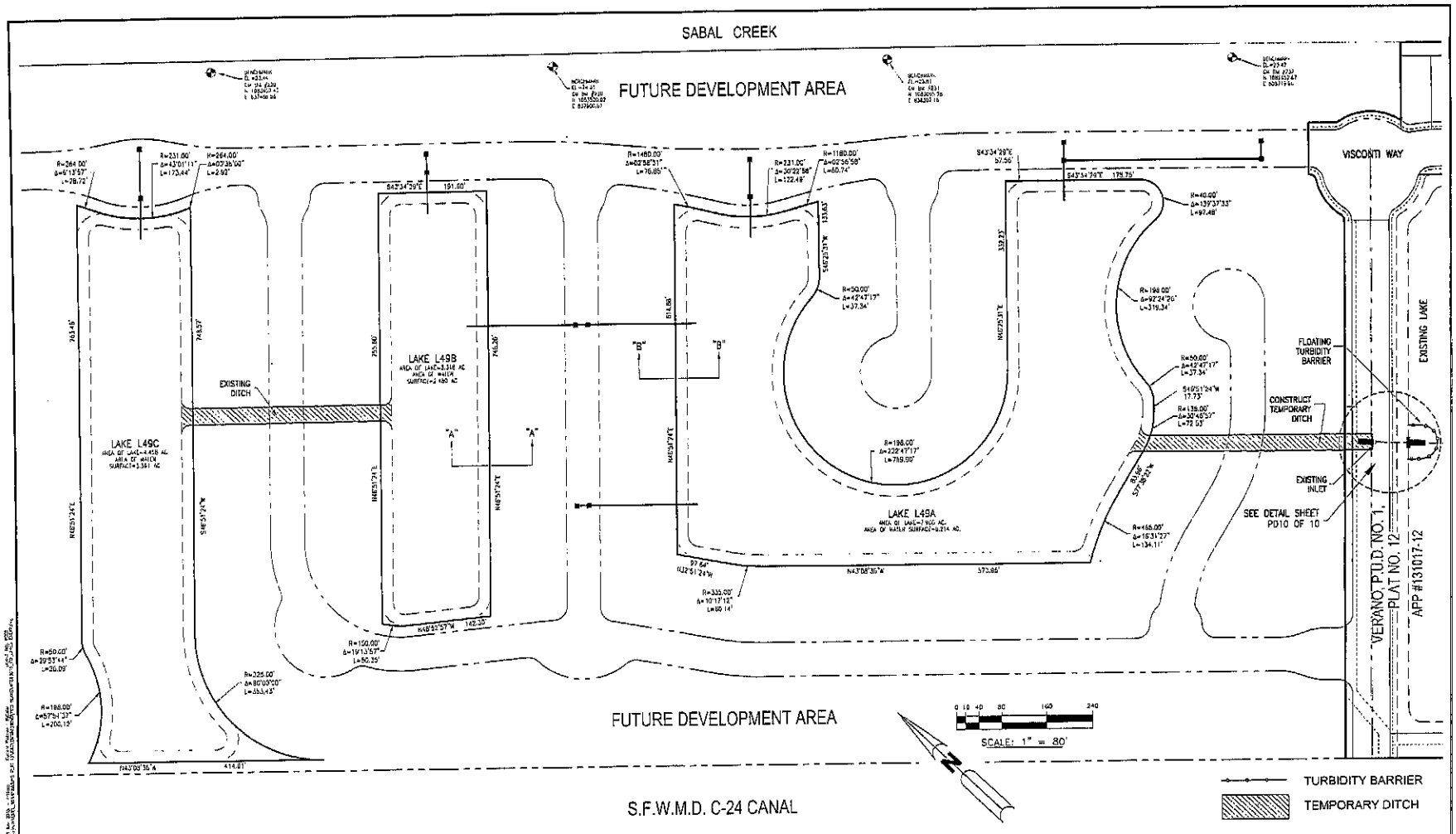
GB310 / LC1060002689 EB7917 / LB7082

SEAL	SEAL
	ROBERT W. LAWSON, PE FL REG.# 75640
DATE: DECEMBER 2014	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.00000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: PD8 OF 10



CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

REV.	ISSUED DATE	DESCRIPTION
1	01-24-15	SFPC COMMENTS

PROJECT TITLE: VERANO P.U.D. NO. 1, PLAT NO. 15

SEAL: ROBERT W. LAWSON, PE FL REG.# 36640

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GB310 / LC26000269 EB7917 / LB7062

SHEET TITLE: LAKE EXCAVATION PLAN

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
SCALE: 1" = 80'	PROJECT NUMBER: WFBB3015	DRAWING NUMBER: PD9 OF 10
DATE: DECEMBER 2014		

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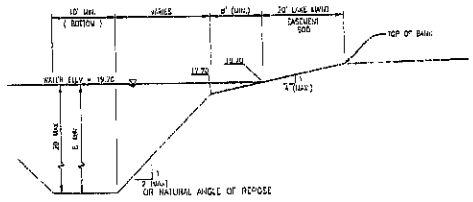

SECTION "A"–"A"
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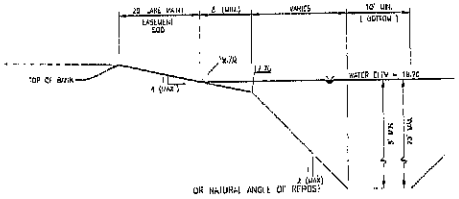
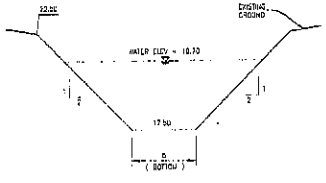
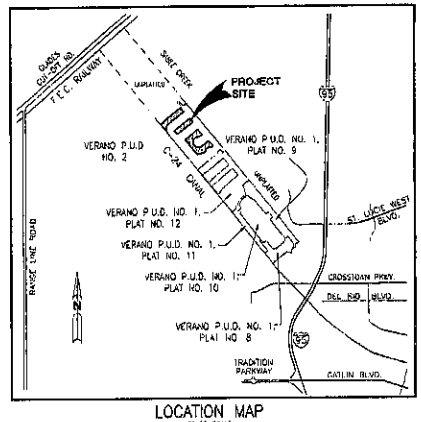


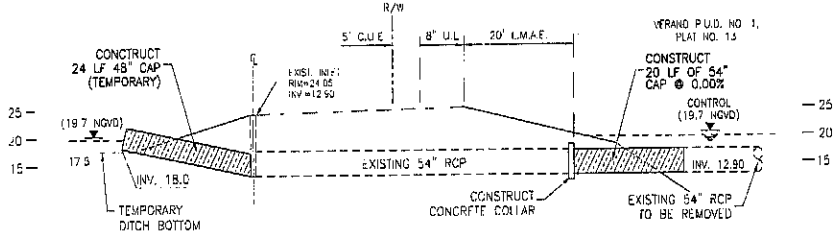
SECTION "B"–"B"
N.T.S



TEMPORARY DITCH DETAIL
N.T.S



LOCATION MAP
NOT TO SCALE



CULVERT SECTION
SCALE: 1" = 10'

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV	ISSUED DATE	DESCRIPTION
1	01-20-15	SFRC COMMENTS

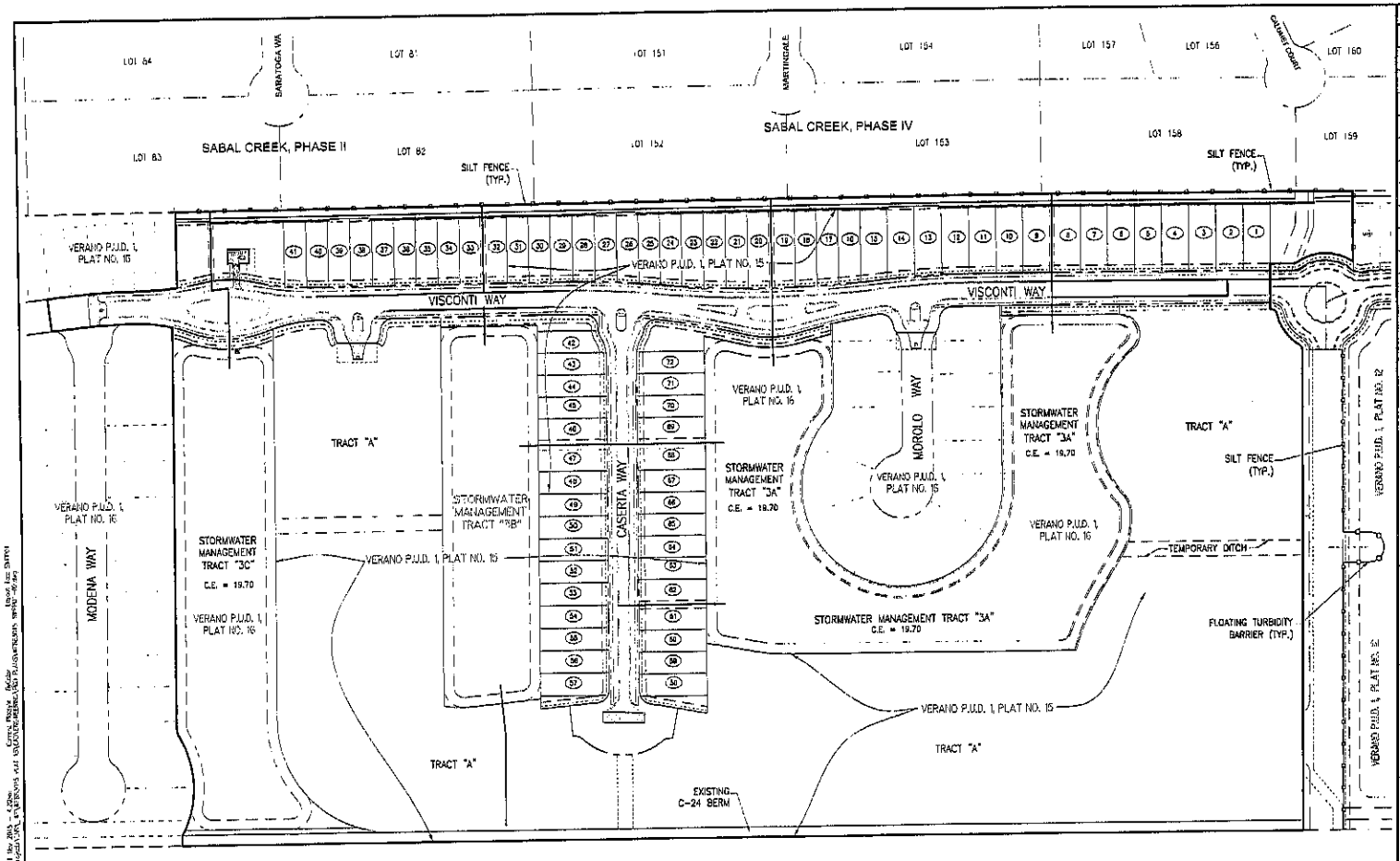
PROJECT TITLE: VERANO P.U.D. NO. 1, PLAT NO. 15

SEAL: ROBERT W. JAMISON, PE FL REG.# 56640

ARCADIS
ARCADIS U.S., Inc.
2081 Vista Parkway, Suite 300
West Palm Beach, Florida 33411
Tel (561) 687-7009 Fax: (561) 687-7701
www.arcadis-us.com
GB310 / LC26000769
EB7792 / LB7692

SHEET TITLE: LAKE EXCAVATION PLAN

PROJECT MANAGER: RWL	LEAD DESIGN PROF: RWL	CHECKED BY: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
SCALE: N.T.S.	PROJECT NUMBER: WF883015	DRAWING NUMBER: PD10 OF 10
DATE: DECEMBER 2014		



S.F.W.M.D. C-24 CANAL

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

© 2015 ARCADIS U.S., Inc.

REV.	ISSUED DATE	DESCRIPTION

SCALE: 1" = 100'

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

STORMWATER POLLUTION PREVENTION PLAN

ARCADIS
ARCADIS U.S., Inc.
2081 Vista Parkway, Suite 300
West Palm Beach, Florida 33411
Tel: (561) 687-7866 Fax: (561) 687-7751
www.arcadis-us.com

GB310 / LC26000269 EB7187 / LB7062

SEAL

SEAL

ROBERT W. SIMPSON, P.E. FL. CERT. NO. 25640

DATE	SCALE
NOVEMBER 2015	
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 3000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883015	DRAWING NUMBER: SWPP01

I. SITE DESCRIPTION

A. Construction Activity

The project totals approximately 48.193 acres in size and includes water management improvements to be constructed at two locations.

Construction activity will include clearing and grubbing of approximately 48.193 acres and includes the installation of subdivision improvements.

B. Major Soil Disturbing Activities

The major soil disturbing activities will include clearing and grubbing and trenching for the installation of underground facilities. The sequence of construction will generally follow the order of clearing and grubbing, trenching for the installation of underground facilities, excavation of lakes and roadway construction

C. Total Area to be Disturbed

The total area to be disturbed by excavation, grading and other activities is approximately 48.193 acres.

D. Runoff Coefficients

The project area is presently grasses and wetland plants. The runoff coefficients before, during and after construction are as follows:

Before Construction:	Undisturbed Uplands	C = 0.30
During Construction:	Disturbed Uplands and Construction	C = 0.3-0.7
After Construction:		C = 0.30

E. Site Map

Included with this plan are copies of the Water Management Improvement Plans depicting the following.

1. Project location
2. Clearing Limits
3. Major drainage facilities and control structures

Note that these plans depict the limits of work for the overall project, the points of stormwater discharge and areas to be disturbed during construction.

F. Recieving Waters

The receiving body for stormwater runoff is the Verano Master System leading to the C-24 Canal.

II. CONTROLS

Narrative – The sequence of soil disturbing activities and implementation of controls and measures are as follows for the general construction activities:

Clearing and grubbing: As soon as possible following clearing at the perimeter of the site, will be the installation of a silt fence for control of soil erosion. Based on the existing topography of the project site, certain areas within the limits of work may require additional temporary silt fences and erosion control devices to contain unfinished soils within the construction area. These controls will be temporary and will be removed following the final stabilization of the disturbed areas.

Excavation activities: Excavation for lakes and underground utilities will occur within the limits of the finished project area. The limits of construction and project boundaries will be graded to contain all spoil material from the excavation activities onsite and any dewatering activities will provide the necessary containment berms and dikes to prevent uncontrolled offsite discharges. Temporary controls will be installed as necessary in the area of the excavation to prevent erosion of un-stabilized material and will be maintained until the final stabilization of these areas is completed.

Trenching: Trenching for the installation of underground facilities will be limited to the finished project area. Trenches will be excavated and backfilled on a continuous basis as each underground facility is installed. Spoil material from the trenching activity will be utilized for backfill of the trench. Dewatering activities will be implemented in stages during the installation of the underground facilities and the groundwater will be controlled onsite by the use of excavated retention lakes as well as berming and diking in the area of the work. All berms and dikes subject to erosion will be stabilized or contained to prevent erosion, and runoff from the project area. These controls will be removed following the completion of the underground work.

Grading: Grading for the project will be completed in phases as each section of the work progresses. Rough grading will occur following the clearing and grubbing activities. Final grading will be completed following the installation of the underground facilities and prior to the pavement and sidewalk installation. Temporary controls will be installed along the limits of the work as necessary and these controls will be removed following final stabilization.

A. Erosion and Sediment Controls

1 Stabilization practices: The proposed work will be stabilized on an interim and permanent basis as the work progresses. Stabilization practices will initially consist of seeding, mulching with seeding being done in some areas such as lake banks and berms.

2 Structural practices: Structural practices will be implemented during construction as temporary controls. These items will consist of the following:

a. Berms and dikes for containment of runoff and for dewatering activities.
b. Silt fences for perimeter controls
c. Filter cloth, hay bales, or both for inlet protection
d. Turbidity Barriers within the existing lakes as well as the SFWMD C-24 Canal.

Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of the completed construction activities.

B. Stormwater Management

Construction activities will include the installation of underground piping and earthwork.

Upon completion of the project, stormwater runoff will be directed to the water management tracts for water quality treatment and flood protection. Runoff will be directed to the water management tracts by underground drainage lines, control structures, curbing and sheet flow over grass areas.

This project will be fully permitted for earthwork activities by the City of Port St. Lucie, South Florida Water Management District, and the Florida Department of Environmental Protection. No activity will occur onsite until such time as a permits from the City, the District and FDEP are obtained.

C. Other Controls

1. Waste disposal: The contractor shall provide litter control and collection of materials within the project boundaries during construction. All fertilizer, hydrocarbon, or other chemical containers shall be disposed of by the contractor in accordance with FDEP, the Health Department, and the EPA's standard practices. No solid material including building and construction material shall be disposed of, discharged or buried onsite.

2. Offsite vehicle tracking: Loaded haul trucks shall be covered with a tarpaulin. Excess dirt material on the roads shall be removed immediately. Hauling on unpaved surfaces shall be monitored to minimize dust and control erosion. Haul roads shall be watered or other controls provided as necessary to reduce dust and control sediments.

3. Sanitary waste: The contractor shall provide portable sanitary waste facilities. These facilities shall be collected or emptied by a licensed sanitary waste management contractor as required by state regulations.

4. Fertilizers and pesticides: Fertilizer shall be applied at a rate specified by the FDOT Road and Bridge Specifications, latest edition, or the manufacturer's specifications. The application of fertilizers shall be accomplished in a manner as described by the manufacturer or FDOT to ensure the proper installation and to avoid over fertilizing. Pesticides are not anticipated for this project.

D. Approved Site and Local Plans

This project will not be constructed until approval have been granted by the City of Port St. Lucie, and the South Florida Water Management District. The measures and controls outlined herein will be implemented by the contractor during construction. These measures and controls will provide the necessary pollution prevention and sedimentation control during construction.

Included with this plan is a certification indicating that the pollution prevention plan has been prepared to comply with the requirements of the stormwater management permit for this project.

III. MAINTENANCE

The contractor will be responsible for maintenance and repairs of erosion and sediment control devices and removal of the erosion and sediment control devices after the notice of termination is executed.

The contractor shall review the project and all erosion and sedimentation controls on a daily basis and during and following rainfall events. The following practices will be implemented to maintain and monitor erosion and sedimentation controls.

A. Project review on a daily basis.

B. Provide and maintain rain gauges onsite (if not available in the area) to record rainfall data daily.

C. Review stabilization practices and controls on a daily basis and maintain and repair these measures and controls as necessary. Temporary and permanent seeding, mulching and sodding shall be repaired in bare spots and washouts, and healthy growth established.

D. Review structural practices on a daily basis and maintain and repair these measures and controls as necessary. Built up sediments shall be removed from silt fences, hay bales and filter cloth and shall be replaced as necessary or removed when they have served their usefulness.

E. An inspection and maintenance report shall be completed weekly and within 24 hours of a rainfall event of 0.25 inches or more (see attached form).

F. If the contractor elects to apply for permits for discharge of stormwater from the site during construction, all points of discharge of stormwater runoff from the site shall be inspected on a daily basis and controls and measures repaired as necessary to maintain acceptable water quality and discharge volumes in accordance with the state permits.

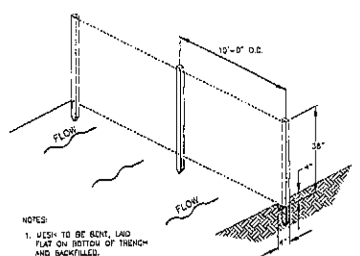
IV. INSPECTIONS

Qualified personnel shall inspect all points of discharge, as applicable, from the project site and all disturbed areas of the construction site that have not been stabilized.

Disturbed areas and areas used for storage of materials exposed to precipitation shall be inspected for evidence of, or potential for pollutants entering the stormwater management system. The stormwater management system and erosion and sedimentation control measures shall be observed to ensure that they are operating correctly. Inspection and maintenance reports shall be completed at least every week and following a rainfall event of 0.25 inches of water or greater (see attached form). These forms shall be retained for a period of at least 3 years following the date the site is finally stabilized.

V. NON-STORMWATER DISCHARGES

Dewatering for underground facilities installation and building foundations, when necessary, will be retained onsite within the lake system or small impoundments and may discharge from the site under extreme conditions. Any discharge from the site will require filtration and treatment prior to entering the offsite conveyance system and shall meet the requirements of the state permits for stormwater discharge and dewatering activities for the site. Spill reporting for items such as oils, fuel, etc. shall meet the requirements of 40 CFR part 117 and 40 CFR part 302. Cleanup and disposal of all spills shall meet the applicable regulatory agency requirements and shall be handled and disposed of as required by law.



NOTES:

1. MESH TO BE BENT, LAID FLAT ON BOTTOM OF TRENCH AND BACKFILLED.
2. POSTS TO BE DRIVEN A MIN. OF TWO FEET (2') INTO GROUND

FILTER FABRIC SILT FENCE DETAIL
N.T.S

STORMWATER POLLUTION PREVENTION PLAN

VERANO P.U.D. NO. 1, PLAT NO. 15

INSPECTION AND MAINTENANCE REPORT FORM

This form to be completed every 7 days and within 24 hours of a rainfall event of 0.25 inches or greater. Copies of these forms shall be retained for a period of at least 3 years

CONTRACTOR: ____ DATE ____
CONTRACTORS REPRESENTATIVE ____

OWNER'S REPRESENTATIVE ____

Days since last rainfall ____

Amount of last rainfall ____

SEDIMENTATION AND EROSION CONTROLS

Temporary Stabilization Controls: ____

Permanent Stabilization Controls: ____

Inlet Protection: ____

Outfall Protection: ____

Silt Fences: ____

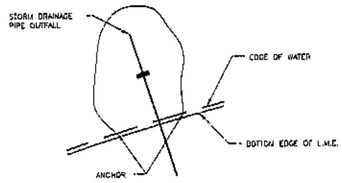
Construction Entrances: ____

Maintenance Required for Sediment Controls: ____

To be performed by: ____ on or before: ____

MATERIALS MANAGEMENT PRACTICES

____



NOTE: TURBIDITY BARRIER NEEDED AT ALL STORM DRAINAGE OUTFALLS

TURBIDITY BARRIER
N.T.S

CITY OF PORT ST. LUCIE PROJECT NUMBER - P15-172

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REV.	ISSUED DATE	DESCRIPTION

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 15

SHEET TITLE

STORMWATER POLLUTION PREVENTION DETAILS

ARCADIS
ARCADIS U.S., Inc.
2081 Vista Parkway, Suite 305
West Palm Beach, Florida 33411
Tel: (561) 697-7000 Fax: (561) 697-7751
www.arcadis-us.com
GB310 / LC26000269
EB7917 / LB7062

SEAL | SEAL

ROBERT W. LAWSON, P.E. FL. CERT. NO. 38440

DATE NOVEMBER 2015	SCALE
PROJECT MANAGER RWL	DEPARTMENT MANAGER RWL
LEAD DESIGN PROF. RWL	CHECKED BY RWL
TASK/PHASE NUMBER 0000.0000P	DRAWN BY JAF
PROJECT NUMBER WF883015.0000	DRAWING NUMBER SWPP02

Acad Version: R18.1s (LMS Tech) User Name: FAJardo
Date/Time: Wed, 11 Nov 2015 - 4:20pm Path/Name: C:\vProjects\WF883015 PLAT 15\ACAD\ENGINEERING\FED PLANS\WF883015-SWPP01-02.dwg
Layout Tab: SWPP02

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

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

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

Agenda Item: Resolution: Vitalia @ Tradition Plat 75 – Preliminary Subdivision Plat Application (P15-118) 16-R06

Submittal Date: 1/21/2016

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

BACKGROUND: Through this subdivision application, Vitalia @ Tradition is creating 354 single family lots, 16 open space tracts (OST), and three storm water management tracts. This plat will also be creating several private road rights-of-way to provide access to these lots.

This is the only area within Vitalia that remains unplatted. This application is just a preliminary plat, but the entire Vitalia subdivision will be platted once this plat is approved and recorded.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This plat has been approved as to form by Attorney Keri Norbraten.

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee unanimously recommended approval of this subdivision plat application on July 22, 2015.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Staff may provide a short presentation on this application.

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: This plat is located on the west side of Apple Blossom Trail in the northwest quadrant of the Vitalia @ Tradition Subdivision. Apple Blossom Trail is located in the Vitalia Subdivision in Tradition, which is on the northwest corner of Westcliffe Lane and Village Parkway.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED
JAN 2 9 2016
CITY MANAGER'S OFFICE

RESOLUTION 16-06

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT FOR TRADITION PLAT NO. 75 (THE PRELIMINARY PLAT AND CONSTRUCTION PLANS) P15-118 WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF VITALIA AT TRADITION, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Vitalia at Tradition, LLC; to approve and accept the preliminary plat and construction plans titled Tradition Plat No. 75 within the City of Port St. Lucie, Florida; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

WHEREAS, there are private improvements, i.e. roads, drainage, and utility facilities, to be constructed within the platted area by the developer; and

WHEREAS, the Site Plan Review Committee, on July 22, 2015, recommended approval of the preliminary and construction plans (P15-118).

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 plat and construction plans titled Tradition Plat No. 75 within the City of Port St. Lucie, Florida, said preliminary plat being offered by Vitalia at Tradition, LLC, as the owner and title holder of said property and as prepared by Brian K. Hefner, P.S.M., as designated on the attached said Plat.

Section 2. This Resolution shall take effect immediately upon its adoption.

RESOLUTION 16-06

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 8th day of February, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Pam E. Booker, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **CITY COUNCIL - MEETING OF FEBRUARY 8, 2016**

FROM: **JOHN FINIZIO, PLANNER**

RE: **VITALIA @ TRADITION PLAT 75 PHASE 4, UNITS 2-5**
PRELIMINARY SUBDIVISION PLAT APPLICATION
PROJECT NO. P15-118

DATE: **JANUARY 21, 2016**

PROPOSED PROJECT: Through this subdivision application, Vitalia @ Tradition is creating 354 single family lots, 16 open space tracts (OST), and three storm water management tracts. This plat will also be creating several road rights-of-way to provide access to these lots.

This is the only area within Vitalia that remains unplatted. This application is just a preliminary plat, but the entire Vitalia subdivision will be platted once this subdivision plat is approved and recorded.

APPLICANT: Carnahan Proctor & Cross Inc. The authorization letter is attached to the staff report.

OWNER: AV Homes, Inc.

LOCATION: Located on the west side of Apple Blossom Trail in the northweset quadrant of the Vitalia @ Tradition Subdivision. Apple Blossom Trail is located in the Vitalia Subdivision in Tradition, which is on the northwest corner of Westcliffe Lane and Village Parkway.

LEGAL DESCRIPTION: A portion of Sections 4 and 5, Township 37 South, Range 39 East.

SIZE: Approximately 99.05 acres.

EXISTING ZONING: Tradition MPUD (Master Planned Unit Development).

EXISTING USE: Vacant land.

SURROUNDING USES: North = Zoning to be determined, currently vacant – future Cross Town Parkway Extension. South = Tradition MPUD zoning, platted residential lots currently vacant. East = Tradition MPUD zoning, platted residential lots with several single family residences and a model center. West = Tradition MPUD zoning, unplatted and vacant.

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: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The staff review indicates that this project will generate approximately 3,326 daily vehicle trips (ITE, Land Use Code 210, Single Family Detached Housing) on the roads adjacent to the project (Apple Blossom Trail and several neighborhood roads within the platted area). Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

This project should not have an adverse effect on transportation level of service for the adjacent roadways. Roadway level-of-service and traffic conditions within Tradition are monitored through the Tradition Development of Regional Impact (DRI).

Parks/Open Space: As required in the Development Order for the Tradition DRI, a subdivision plat was submitted to the City that included access and identification of a 100 acre property to the City of Port St. Lucie to be used as an active recreation park site. This condition has already been satisfied.

Storm Water: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: There is no upland habitat preservation required for this property. The upland habitat preservation requirements for the Tradition DRI are addressed in the DRI development order.

Public School Concurrency Analysis: As identified in the Tradition Development Order; a plan for the provision of necessary school facilities concurrent with the development of the residential portion of the Tradition DRI was submitted and approved by the City of Port St. Lucie and the St. Lucie County School Board. School facilities are available to serve the projected demand in accordance with the approved plan.

Other: This project has also been reviewed for consistency with the Tradition DRI for all Development Order requirements. There are no outstanding conditions that would prevent this project from moving forward.

Approval of this project is conditioned upon payment of all applicable impact fees, as provided in the Port St. Lucie Road, Parks and Recreation, Public Buildings and Law Enforcement Impact Fee Ordinances. Please note that additional impact fees may be due to St. Lucie County.

RELATED PROJECTS:

P15-059 Tradition Plat No. 74 Preliminary Subdivision Application. This application will create 45 single family lots, several open space tracts (OST) adjacent to an existing storm water management tract, and several road rights-of-ways for access. This application was approved by City Council on June 22, 2015.

P12-166 Tradition Plat No. 72 Vitalia @ Seasons Preliminary Plat Application. This application is creating a total of 39 residential lots, while creating Cypress Wood Court and Vitalia Court to provide access for these lots. This application was approved by City Council on February 14, 2014.

P12-147 Seasons @ Tradition/Rec. Ctr. Preliminary and Final Subdivision Plat Application. This application subdivided the existing recreational tract into two (2) parcels, where the new proposed recreational facility will be located on one of these parcels, Lot 2, and single family residential lots will be platted on the other, Lot 1. This application was approved by City Council on March 25, 2013

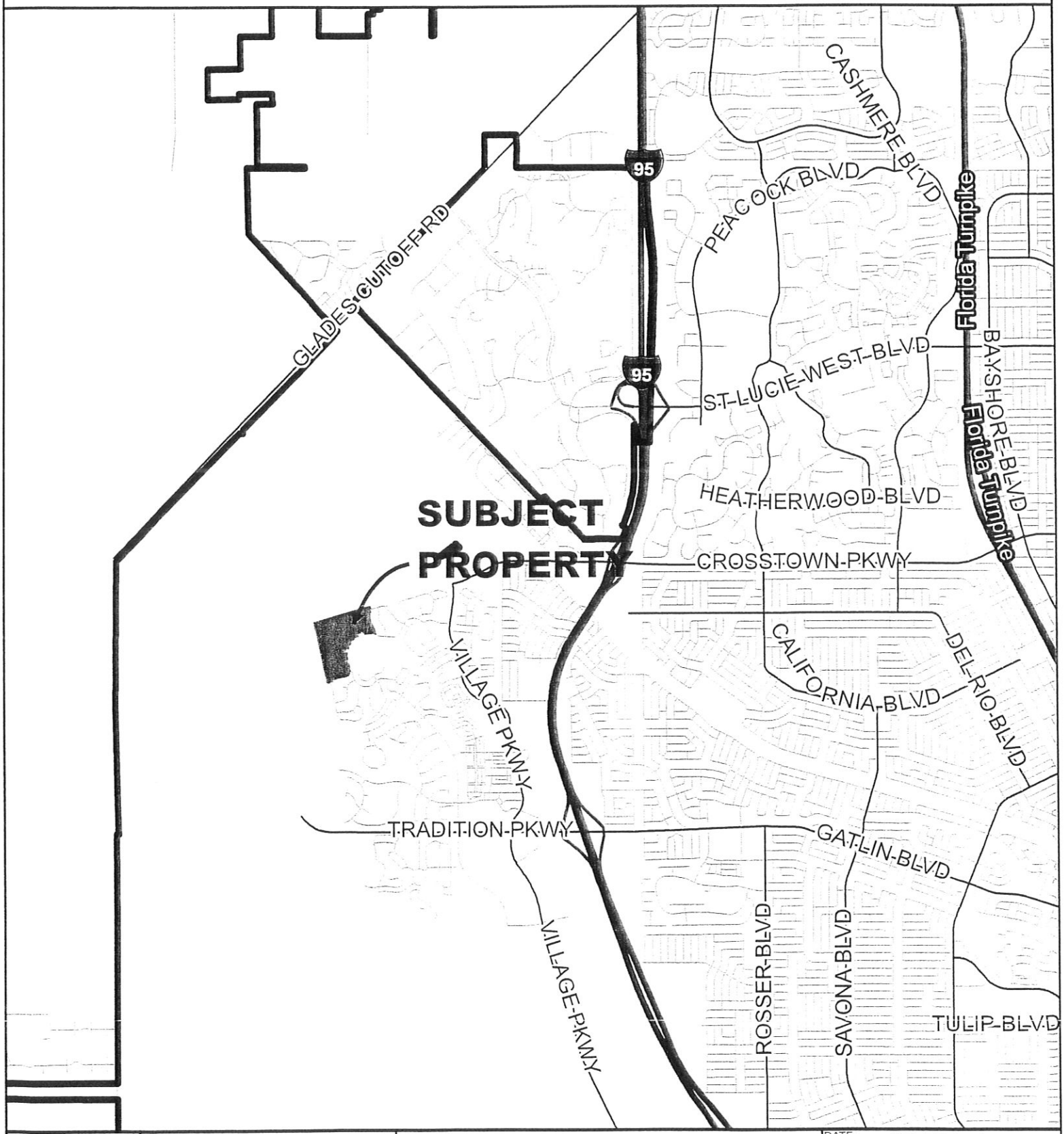
P12-080 Tradition Plat No. 52 Apple Blossom Trail Extension, Preliminary Subdivision Plat Application. This application established the right-of-way for the extension of Apple Blossom Trail and permitted the construction of the roadway. This application was approved by City Council on October 22, 2012.

P12-068 Seasons @ Tradition PUD Concept Plan Amendment. This application consisted of identifying a new model center within the Seasons @ Tradition development with a temporary parking lot to service the model home row. This application was approved by the Site Plan Review Committee on June 13, 2012.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved policies of the City's Comprehensive Plan, and the City's Subdivision Code. The Site Plan Review Committee reviewed the request on July 22, 2015 and recommended approval.

GENERAL LOCATION



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VITALIA @ TRADITION TRADITION PLAT NO. 75	DATE: 1/21/2016 APPLICATION NUMBER: P15-118 USER: patricias SCALE: 1 in = 1 miles	

AERIAL

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

SUBDIVISION PLAT

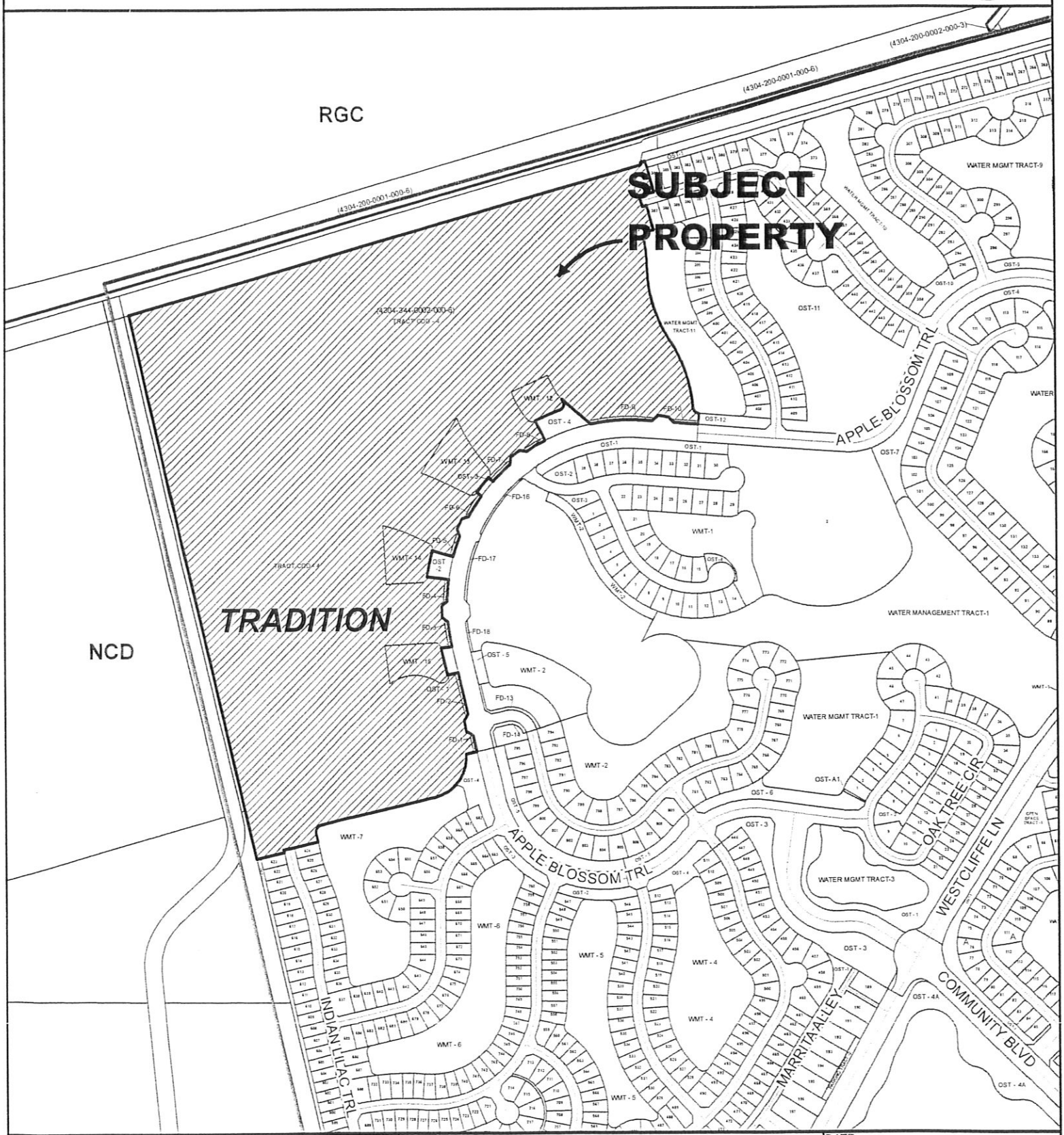
VITALIA @ TRADITION

TRADITION PLAT NO. 75

AERIAL DATE 2014

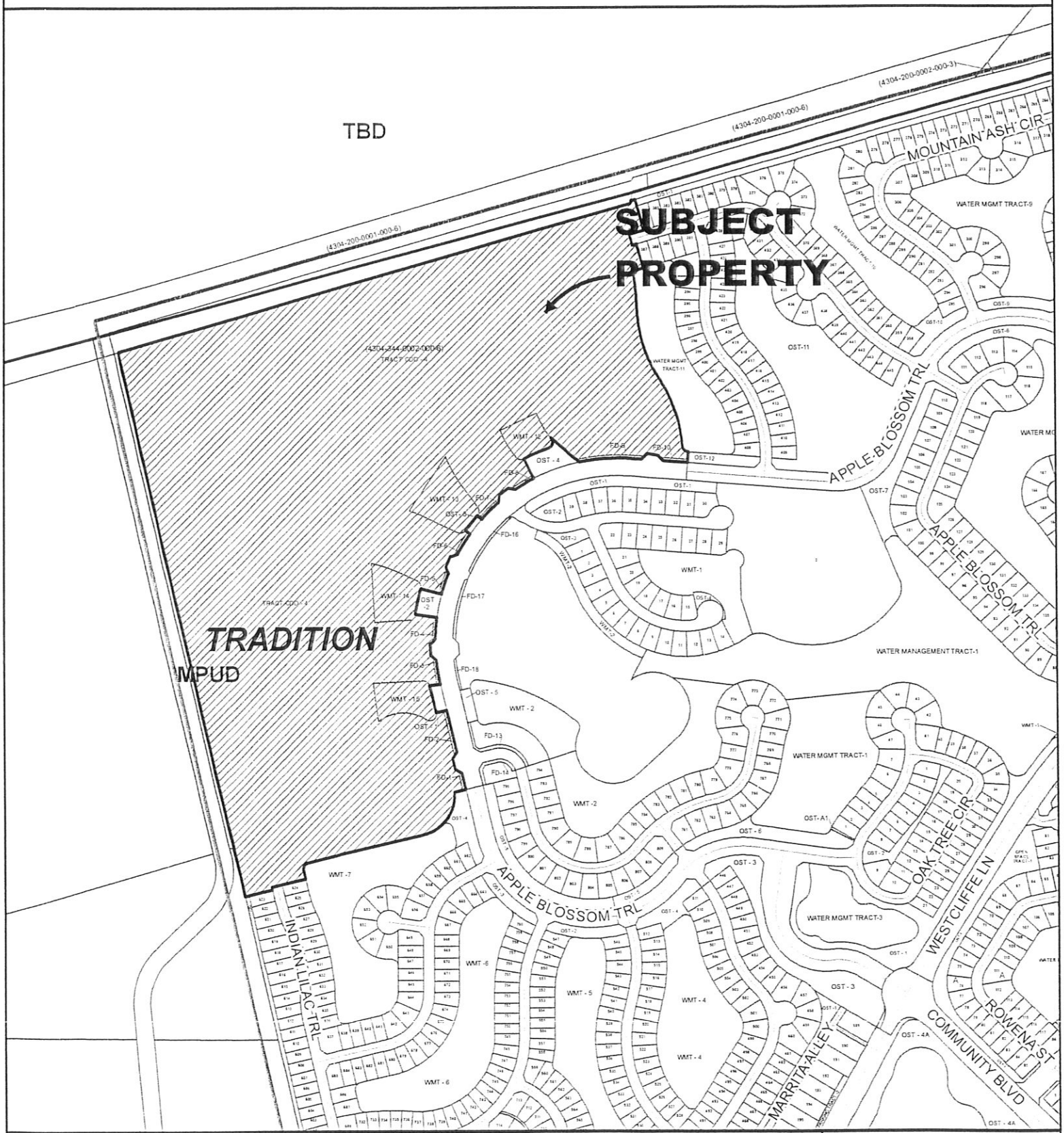
DATE:	1/21/2016
APPLICATION NUMBER:	P15-118
USER:	patricias
SCALE:	1 in = 500 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VITALIA @ TRADITION TRADITION PLAT NO. 75	DATE:	1/21/2016
		APPLICATION NUMBER:	P15-118
		USER:	patricias
		SCALE:	1 in = 600 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VITALIA @ TRADITION TRADITION PLAT NO. 75	DATE:	1/21/2016
		APPLICATION NUMBER:	P15-118
		USER:	patricias
		SCALE:	1 in = 600 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. P15-118
Fee (Nonrefundable)$ 3,535.00
Receipt # 52807

PRIMARY CONTACT EMAIL ADDRESS: tony.reddeck@carnahan-proctor.com

PROJECT NAME: Vitalia @ Tradition Phase 4 Units 2-5

LEGAL DESCRIPTION: See attached

LOCATION OF PROJECT SITE: Northwest corner of Vitalia. West of ABT (Plat 52). North of Phase 3

PROPERTY TAX I.D. NUMBER: 4304-344-0002-0006

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Residentail

GROSS SQ. FT. OF STRUCTURE(S):

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: 354 residential units

UTILITIES & SUPPLIER: Water and Sewer - PSLU

GROSS ACREAGE & SQ. FT. OF SITE: 99.048 / 4,314,509

FUTURE LAND USE DESIGNATION: NCD ZONING DISTRICT: MPUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Tony Iorio - AV Homes, Inc.
5323 Courtland Lakes Blvd., Suite 200, Orlando FL 32839
407.933.5000

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Tony Reddeck - Carnahan Proctor Cross, Inc.
604 Courtland Street, Suite 101, Orlando FL 32804
407.960.5980

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Murry Bullion
Carnahan Proctor Cross

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
P.E. No. 42340
Courtland Street, Suite 101 Orlando FL 32804

- 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.

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
	Anthony S Iorio	Vice President	7/29/15

HOMES

5323 Millenia Lakes Blvd., Suite 200 ▫ Orlando, Florida, 32839 ▫ Telephone 407-933-5000

City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida, 34984

Re: Vitalia at Tradition

To Whom It May Concern:

I hereby authorize Tony Reddeck of Carnahan, Proctor and Cross, Inc. to act as agents on our behalf in the matter of applying for approvals from the City of Port St. Lucie for the Vitalia at Tradition project.

As our agent, Mr. Reddeck is authorized to sign applications and receive and respond to comments related to applications and approvals for the projects referenced above.

Sincerely,

Anthony Iorio

Anthony Iorio
Vice President
Avatar Properties Inc. d/b/a AV Homes, Inc.
(Parent company of Avatar Seasons, LLC, and Seasons at Tradition, LLC)

State of FLORIDA
County of ORANGE

The foregoing instrument was acknowledged before me this 2 day of June, 2015 by Anthony S. Iorio as Vice President for Avatar Properties, Inc. a Florida Corporation, who is ~~personally known~~ to me or who had produced a Florida Driver's License or _____ as identification, and who certifies that he is authorized to bind this corporation.

(Notary Seal)

TAMI DELGADO
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF088061
Expires 1/30/2018

Tami Delgado
Printed Name: Tami Delgado

My Commission Expires: 1/30/18

FILE # 3394805 OR B(3131 PAGE 1673, Recorded 09/25/20(at 12:04 PM
Doc Tax: $50750.00

Prepared by:
Steven L. Daniels, Esq.
Arnstein & Lehr LLP
515 N. Flagler Drive, 6th Floor
West Palm Beach, FL 33401

Folio Number:

COPY

(Space Above This Line For Recording Data)

SPECIAL WARRANTY DEED

This Special Warranty Deed made this 22 day of SEPT, 2009 between **OREO CORP.**, an Ohio Corporation which transacts business in Florida as. **"OREO CORP. of OHIO"**, whose post office address is Mailcode OH-01-27-0504, 127 Public Square, Cleveland, Ohio 44114-1306, Attention: Michael V. Lugli ("**Grantor**") and **AVATAR SEASONS, LLC, a Florida limited liability company,** whose address is 201 Alhambra Circle, 12th Floor, Coral Gables, Florida 33134 ("**Grantee**"):

(Whenever used herein the terms Grantor and Grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said Grantor, for and in consideration of the sum of TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said Grantee, and Grantee's heirs and assigns forever, the following described land, situate, lying and being in St. Lucie County, Florida, to-wit:

COPY

See Exhibit A attached hereto and incorporated herein. ("The Property")

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

This conveyance is SUBJECT to matters set forth on Exhibit "B" attached hereto and incorporated herein.

And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that, subject to the matters set forth above, the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor but not otherwise.

COPY

In Witness Whereof, Grantor has hereunto set Grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

OREO CORP., an Ohio corporation which transacts business in Florida as "**OREO CORP. OF OHIO**"

BY: _____

ARAM A. ADAMIAN, JR.

Printed Name

Its: DESIGNATED SIGNER

BY: _____

BROOKS BENJAMIN

Printed Name

Its: DESIGNATED SIGNER

Executed pursuant to authority contained in Certificate recorded of even date herewith.

STATE OF California)

) ss:

COUNTY OF Orange)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Aram A Poladian Jr as Designated Signer of OREO Corp. an Ohio corporation, and by Brooks Benjamin, as Designated Signer of OREO Corp., an Ohio corporation, which transacts business in Florida as "OREO CORP OF OHIO", who are {X} personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the State and County last aforesaid this 22nd day of September, 2009.

Notary Public

Christine J Flores

Typed, printed or stamped name of Notary Public

CHRISTINE J FLORES
Commission # 1712227
Notary Public - California
Orange County
My Comm. Expires Dec 22, 2010

8587515.1

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Exhibit "A"
Legal Description

A PARCEL OF LAND LYING IN SECTIONS 4, 5, 8 AND 9, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST ONE QUARTER CORNER OF SAID SECTION 4, SAID POINT ALSO LYING ON THE WEST LINE OF THE PLAT OF PORT ST. LUCIE SECTION THIRTY FIVE, RECORDED IN PLAT BOOK 15, PAGES 10, 10A THROUGH 10P, PUBLIC RECORDS OF SAID ST. LUCIE COUNTY; THENCE NORTH 00°35'12" EAST AS A BASIS OF BEARINGS ALONG THE EAST LINE OF SAID SECTION 4 AND THE SAID WEST LINE OF PORT ST. LUCIE SECTION THIRTY FIVE, A DISTANCE OF 2833.04 FEET TO THE NORTHEAST CORNER OF SAID SECTION 4 AND THE NORTHWEST CORNER OF SAID PLAT; THENCE SOUTH 72°10'58" WEST DEPARTING SAID CORNER, A DISTANCE OF 2776.65 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1550.00 FEET AND TO THE POINT OF BEGINNING (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 06°33'21" WEST FROM THIS POINT), THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°19'18", AN ARC DISTANCE OF 522.70 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 64°07'21" EAST ALONG SAID LINE, A DISTANCE OF 62.54 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 1465.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 85°46'05" WEST FROM THIS POINT); THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°16'33", AN ARC DISTANCE OF 288.31 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 07°02'38" WEST ALONG SAID LINE, A DISTANCE OF 1147.21 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE EAST AND HAVING A RADIUS OF 1200.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°12'14", AN ARC DISTANCE OF 213.71 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE SOUTH 86°50'24" WEST ALONG SAID LINE, A DISTANCE OF 34.53 FEET; THENCE SOUTH 27°42'24" WEST, A DISTANCE OF 53.20 FEET; THENCE SOUTH 38°38'24" WEST, A DISTANCE OF 37.98 FEET; THENCE SOUTH 44°31'27" WEST, A DISTANCE OF 95.92 FEET; THENCE SOUTH 83°17'42" WEST, A DISTANCE OF 34.91 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1400.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS NORTH 81°04'17" EAST FROM THIS POINT); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID

COPY

CURVE, THROUGH A CENTRAL ANGLE OF 11°13'17", AN ARC DISTANCE OF 274.19 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 20°08'59" EAST ALONG SAID LINE, A DISTANCE OF 224.12 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 2760.00 FEET (THE RADIUS POINT OF SAID CURVE BEARS SOUTH 20°16'26" EAST FROM THIS POINT); THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 37°42'52", AN ARC DISTANCE OF 1816.74 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 32°00'42" WEST ALONG SAID LINE, A DISTANCE OF 798.53 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 58.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°22'15", AN ARC DISTANCE OF 52.00 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST AND HAVING A RADIUS OF 115.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 106°52'20", AN ARC DISTANCE OF 214.51 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE WEST AND HAVING A RADIUS OF 70.00 FEET; THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°43'50", AN ARC DISTANCE OF 31.44 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 182.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29°46'14", AN ARC DISTANCE OF 94.57 FEET TO A POINT OF RADIAL INTERSECTION WITH A LINE; THENCE NORTH 57°59'18" WEST ALONG SAID LINE, A DISTANCE OF 200.00 FEET; THENCE SOUTH 32°00'42" WEST, A DISTANCE OF 666.94 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE NORTHWEST AND HAVING A RADIUS OF 1270.00 FEET; THENCE SOUTHWESTERLY, WESTERLY AND NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 69°12'41", AN ARC DISTANCE OF 1534.12 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE NORTH 78°46'37" WEST ALONG SAID LINE, A DISTANCE OF 112.72 FEET TO A POINT OF CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST AND HAVING A RADIUS OF 1430.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 19°39'30", AN ARC DISTANCE OF 490.63 FEET TO A POINT OF TANGENCY WITH A LINE; THENCE SOUTH 81°33'53" WEST ALONG SAID LINE, A DISTANCE OF 86.74; THENCE NORTH 13°12'00" WEST, A DISTANCE OF 1897.81 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF GROVE 3; THENCE CONTINUE NORTH 13°12'00" WEST DEPARTING SAID SOUTH LINE, A DISTANCE OF 2322.76 FEET TO A POINT OF INTERSECTION WITH THE NORTH LINE OF SAID GROVE 3; THENCE NORTH 74°03'19" EAST ALONG SAID NORTH LINE, A DISTANCE OF 2476.84 FEET TO THE NORTHEAST CORNER OF SAID GROVE 3; THENCE NORTH 13°31'07" EAST DEPARTING THE BOUNDARY OF SAID GROVE 3, A DISTANCE OF 14.05 FEET;

COPY

THENCE NORTH 74°14'30" EAST, A DISTANCE OF 2543.44 FEET; THENCE NORTH 76°04'00" EAST, A DISTANCE OF 272.64 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

TRACTS O.S.T. 1 THROUGH O.S.T. 12, INCLUSIVE; TRACT PR-28; LOTS 56, 57, 60, 61, 63, 67, 113, 115, 116, 117, 118, 119, 120, 122, 127, 130, 138, 145, 151, 164, 165, 167, 168, 169, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 207, 217, 218, 219, 220, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 236, 237, 242, 247, 257, 258, 259, 265, 266, 267, 270, 271, 272, 273, 274, 277, 278, 285, 295, 296, 297, 306, 307, 308, 311, 316, 317, 321, 323, 324, 326, 327, 329, 336, 337, 338, 340, 352; TRADITION PLAT NO. 28, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE AND TRACT PR-13, TRADITION PLAT NO. 22, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 18 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. AND TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE, AND TRACT PR-35, TRADITION PLAT NO. 35, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 1 THROUGH 14, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO LESS AND EXCEPT

ALL WATER MANAGEMENT TRACTS AS SHOWN ON THE FOLLOWING PLATS – TRADITION PLAT NO.28, RECORDED IN PLAT BOOK 45, PAGE 24; TRADITION PLAT NO. 22, RECORDED IN PLAT BOOK 46, PAGE 18; TRADITION PLAT NO. 35, RECORDED IN PLAT BOOK 52, PAGE 1 AND TRADITION PLAT NO. 40, RECORDED IN PLAT BOOK 54, PAGE 1 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ALSO DESCRIBED AS :

ALL OF TRADITION PLAT NO. 22, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 46, PAGES 18 THROUGH 23, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS TRACTS O.S.T.-1 THROUGH O.S.T.-6, INCLUSIVE AND TRACT PR-13, AND ALL WATER MANAGEMENT TRACTS.

ALL OF TRADITION PLAT NO. 28, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS LOTS 56, 57, 60, 61, 63, 67, 113, 115, 116, 117, 118, 119, 120, 122, 127, 130, 138, 145, 151, 164,

COPY

165, 167, 168, 169, 171, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 207, 217, 218, 219, 220, 223, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 236, 237, 242, 247, 257, 258, 259, 265, 266, 267, 270, 271, 272, 273, 274, 277, 278, 285, 295, 296, 297, 306, 307, 308, 311, 316, 317, 321, 323, 324, 326, 327, 329, 336, 337, 338, 340, 352;
TRACTS O.S.T. 1 THROUGH O.S.T. 12, INCLUSIVE; TRACT PR-28, AND ALL WATER MANAGEMENT TRACTS.

ALL OF TRADITION PLAT NO. 35, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 52, PAGES 1 THROUGH 14, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,. LESS TRACTS O.S.T. 1 THROUGH O.S.T. 6, INCLUSIVE, AND TRACT PR-35, AND ALL OF WATER MANAGEMENT TRACTS

ALL OF TRADITION PLAT NO. 40, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 54, PAGES 1 THROUGH 3, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA,. LESS ALL OF WATER MANAGEMENT TRACTS.

TOGETHER WITH PROPOSED PHASE 4 DESCRIBED AS FOLLOWS,: A PARCEL OF LAND LYING IN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF TRADITION PLAT NUMBER 28, RECORDED IN PLAT BOOK 45, PAGES 24 THROUGH 38 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA, FOR A POINT OF BEGINNING, AND RUNNING THENCE ALONG THE WESTERLY BOUNDS OF SAID TRADITION PLAT 28 THE FOLLOWING 13 COURSES AND DISTANCES;

1. SOUTH 15°52'47" EAST A DISTANCE OF 32.17 FEET;
2. SOUTH 15°56'41" EAST A DISTANCE OF 115.00 FEET;
3. SOUTH 74°03'19" WEST A DISTANCE OF 69.89 FEET;
4. SOUTH 15°56'41" EAST A DISTANCE OF 50.00 FEET;
5. NORTH 74°03'19" EAST A DISTANCE OF 20.00 FEET;
6. SOUTH 15°56'41" EAST A DISTANCE OF 115.00 FEET;
7. SOUTH 74°03'19" WEST A DISTANCE OF 23.07 FEET TO A POINT OF CURVATURE; THENCE
8. SOUTHWESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 82°58'29", AN ARC DISTANCE OF 43.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE 9. SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 1140.00 FEET, CENTRAL ANGLE 07°10'36", AN ARC DISTANCE OF 142.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE
10. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 610.00 FEET, CENTRAL ANGLE 32°13'10", AN ARC DISTANCE OF 343.02 FEET TO A POINT OF REVERSE CURVATURE; THENCE

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11. SOUTHEASTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 640.00 FEET, CENTRAL ANGLE 29°25'27" AN ARC DISTANCE OF 328.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE
12. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 81°07'28" AN ARC DISTANCE OF 42.48 FEET TO A POINT OF TANGENCY; THENCE
13. SOUTH 04°20'16" WEST A DISTANCE OF 130.00 FEET TO A POINT IN THE NORTHERLY BOUNDS OF TRADITION PLAT NUMBER 40, RECORDED IN PLAT BOOK 54 AT PAGES 1 THROUGH 3 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THENCE NORTH 85°39'44" WEST ALONG THE NORTHERLY BOUNDS THEREOF A DISTANCE OF 262.39 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG A CURVE TO THE LEFT OF RADIUS 760.00 FEET, CENTRAL ANGLE 15°14'57", AN ARC DISTANCE OF 202.27 FEET TO A POINT OF NON RADIAL INTERSECTION WITH THE WESTERLY BOUNDS OF PLAT 40 REFERRED TO ABOVE, WHICH POINT BEARS NORTH 10°54'40" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE MENTIONED; THENCE ALONG THE BOUNDS OF SAID PLAT 40 THE FOLLOWING 5 COURSES AND DISTANCES;

1. SOUTH 04°13'06" WEST A DISTANCE OF 447.83 FEET; THENCE
2. SOUTH 23°39'43" EAST A DISTANCE OF 75.02 FEET TO POINT OF CURVATURE; THENCE
3. SOUTHEASTERLY ALONG A CURVE TO THE LEFT OF RADIUS 500.00 FEET, CENTRAL ANGLE 45°16'55", AN ARC DISTANCE OF 395.16 FEET TO A POINT OF NON-RADIAL INTERSECTION WITH A LINE, WHICH POINT BEARS SOUTH 21°03'22" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE DESCRIBED; THENCE
4. SOUTH 28°31'20" WEST A DISTANCE OF 159.05 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 37°39'32" EAST FROM THIS LAST DESCRIBED POINT;
5. THENCE NORTHEASTERLY, EASTERLY AND SOUTHEASTERLY ALONG A CURVE TO RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 70°01'53", AN ARC DISTANCE OF 207.79 FEET TO POINT IN THE NORTHERLY BOUNDS OF TRADITION PLAT NUMBER 35, RECORDED IN PLAT BOOK 52 AT PAGES 1 THROUGH 14 OF THE PUBLIC RECORDS OF SAID ST. LUCIE COUNTY, FLORIDA; THENCE ALONG THE NORTHERLY BOUNDS OF SAID PLAT 35 THE FOLLOWING 14 COURSES AND DISTANCES;

1. SOUTHEASTERLY, SOUTHERLY AND SOUTHWESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 105°51'00", AN ARC DISTANCE OF 314.06 FEET TO A POINT OF TANGENCY;
2. THENCE SOUTH 48°13'21" WEST A DISTANCE OF 252.07 FEET TO A POINT OF CURVATURE; THENCE
3. SOUTHWESTERLY, WESTERLY AND NORTWESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 170.00 FEET, CENTRAL ANGLE 125°11'43" AN ARC

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DISTANCE OF 371.46 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A LINE, WHICH POINT BEARS SOUTH 83°25'04" WEST FROM THE RADIUS POINT OF THE CURVE LAST ABOVE DESCRIBED; THENCE

4. SOUTH 72°15'58" WEST A DISTANCE OF 290.61 FEET TO A POINT OF CURVATURE; THENCE

5. SOUTHERLY ALONG A CURVE TO THE RIGHT OF RADIUS 75.00 FEET, CENTRAL ANGLE 04°32'02", AN ARC DISTANCE OF 5.93 FEET TO A POINT OF TANGENCY; THENCE

6. SOUTH 13°12'00" EAST A DISTANCE OF 26.32 FEET; THENCE

7. SOUTH 76°48'00" WEST A DISTANCE OF 297.60 FEET TO A POINT OF NON RADIAL INTERSECTION WITH A CURVE, THE RADIUS POINT OF WHICH BEARS SOUTH 86°17'18" WEST FROM THIS LAST DESCRIBED POINT; THENCE

8. SOUTHWESTERLY AND WESTERLY ALONG A CURVE TO THE RIGHT OF RADIUS 190.00 FEET, CENTRAL ANGLE 80°30'42", AN ARC DISTANCE OF 266.99 FEET TO A POINT OF TANGENCY; THENCE

9. SOUTH 76°48'00" WEST A DISTANCE OF 546.85 FEET TO A POINT OF CURVATURE; THENCE

10. SOUTHWESTERLY AND SOUTHERLY ALONG A CURVE TO THE LEFT OF RADIUS 30.00 FEET, CENTRAL ANGLE 90°00'00", AN ARC DISTANCE OF 47.12 FEET TO A POINT OF TANGENCY; THENCE

11. SOUTH 13°12'00" EAST A DISTANCE OF 39.58 FEET; THENCE

12. SOUTH 76°48'00" WEST A DISTANCE OF 165.00 FEET; THENCE

13. SOUTH 13°12'00" EAST A DISTANCE OF 11.77 FEET; THENCE

14. SOUTH 76°48'00" WEST A DISTANCE OF 135.00 FEET TO THE NORTHWEST CORNER OF THE ABOVE MENTIONED PLAT NUMBER 35; THENCE NORTH 13°12'00" WEST A DISTANCE OF 2549.61 FEET TO A POINT IN THE NORTHERLY BOUNDS OF GROVE 3 TRACT AS DESCRIBED IN OFFICIAL RECORDS BOOK 383 AT PAGE 1059, THENCE NORTH 74°03'19" EAST ALONG SAID NORTHERLY BOUNDS A DISTANCE OF 2476.84 FEET TO THE NORTHEAST CORNER THEREOF; THENCE NORTH 13°31'07" EAST, DEPARTING SAID NORTHERLY BOUNDS, A DISTANCE OF 14.05 FEET; THENCE NORTH 74°14'30" EAST A DISTANCE OF 18.57 FEET TO POINT OF BEGINNING.

COPY

COPY

EXHIBIT "B"

PERMITTED EXCEPTIONS

COPY

(a) Provisions of the Plat of Tradition Plat No. 28, recorded in Plat Book 45, Page 24 of the Public Records of St. Lucie County, Florida.

(b) Provisions of the Plat of Tradition Plat No. 22, recorded in Plat Book 46, Page 18 of the Public Records of St. Lucie County, Florida.

(c) Provisions of the Plat of Tradition Plat No. 35, recorded in Plat Book 52, Page 1 of the Public Records of St. Lucie County, Florida.

(d) Provisions of the Plat of Tradition Plat No. 40, recorded in Plat Book 54, Page 1 of the Public Records of St. Lucie County, Florida.

(e) The terms, provisions and conditions contained in that certain Interlocal Agreement recorded in Book 1518, Page 2469, and District Development Interlocal Agreement recorded in Book 1525, Page 866.

(f) The terms, provisions and conditions contained in that certain Annexation and Development Agreement recorded in Book 1648, Page 2879.

COPY

(g) The terms, provisions and conditions contained in that certain Agreement to Dedicate Community Infrastructure recorded in Book 1659, Page 2439.

(h) The terms, provisions and conditions contained in that certain Community Charter for Tradition recorded in Book 1700, Page 868, as affected by: Book 1965, Page 1624.

(l) The terms, provisions and conditions contained in Resolution 03-R67, Constituting a Development Order by the City of Port St. Lucie recorded as Exhibit "A" to the Notice of Adoption of the Development Order for the Tradition Development of Regional Impact recorded in Book 1810, Page 1990, as affected by: Book 1853, Page 2387.

(j) The terms, provisions and conditions contained in that certain Declaration of Consent to Imposition of Special Assessments recorded in Book 1881, Page 2114.

COPY

(k) Covenants, Conditions and Restrictions as set forth in Special Warranty Deed recorded in Book 1958, Page 1412, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(l) Easement granted to Florida Power & Light Company by instrument recorded in Book 2350, Page 1753.

(m) Declaration of Restrictions and Protective Covenants for Seasons at Tradition, which contains provisions for a private charge or assessments, recorded in Book 2493, Page 1369, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

(n) The terms, provisions and conditions contained in that certain Notice of Establishment of the Tradition Community Development District No. 5 recorded in Book 2685, Page 699.

(o) The terms, provisions and conditions contained in that certain Access and Exclusive Utility Easement recorded in Book 2813, Page 2810.

(p) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2735.

(q) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2746.

(r) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2758 as re-recorded in Book 3029, Page 371.

(s) The terms, provisions and conditions contained in that certain Deed of Conservation Easement recorded in Book 3028, Page 2770.

(t) The lien of taxes and assessments for the year 2009 and all subsequent years, which are not yet due and payable.

(u) Easement Agreement by A. Duda & Sons to D & M Indian River Groves recorded in Book 383, Page 1074, as it relates to Exhibit "A" of said easement agreement.

COPY

MEMORANDUM

TO: JOHN FINIZIO, PLANNING AND ZONING

THRU: PAM E. BOOKER, CITY ATTORNEY

FROM: KERI S. NORBRATEN, STAFF ATTORNEY KSN

DATE: AUGUST 20, 2015

SUBJECT: TRADITION PLAT 75, PRELIMINARY PLAT REVIEW, CITY OF PORT ST. LUCIE PROJECT NUMBER 15-118

The attached plat, Tradition Plat 75, City of Port St. Lucie Project Number: P15-118, has been reviewed and is approved as to form and sufficiency. Should you have any questions, please contact me at 873-6513.

TRADITION PLAT NO. 75

A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
AND A REPLAT OF A PORTION OF TRADITION PLAT NO. 52, RECORDED IN PLAT BOOK 69, PAGES 16 THROUGH 19 OF THE PUBLIC RECORDS ST. LUCIE COUNTY, FLORIDA
LYING WITHIN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

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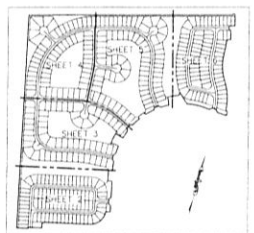
LEGAL DESCRIPTION:

A portion of Sections 4 and 5, Township 37 South, Range 39 East, St. Lucie County, Florida and a portion of the Plat of Tradition Plat No. 52, as recorded in Plat Book 69, Pages 16 through 19 of the Public Records of St. Lucie County, Florida, said lands being more particularly described as follows:

Begin at the Northwest corner of Tradition Plat No. 35, as recorded in Plat Book 52, Pages 1 through 14 of the Public Records of St. Lucie County, Florida; thence N.73°17'20"W., a distance of 2549.61 feet; thence N.74°03'19"E., a distance of 2478.84 feet; thence N.13°31'07"E., a distance of 14.05 feet; thence N.74°14'30"E., a distance of 18.57 feet to the Northwest corner of the Plat of Traditions Plat No. 28, as recorded in Plat Book 45, Pages 24 through 36 of said Public Records; thence along the Westerly boundary of Tradition Plat No. 28 the following 13 courses: S.15°52'47"E., a distance of 52.17 feet; thence S.15°56'41"E., a distance of 115.00 feet; thence S.74°03'19"W., a distance of 69.89 feet; thence S.15°56'41"E., a distance of 50.00 feet; thence N.74°03'19"E., a distance of 20.00 feet; thence S.15°56'41"E., a distance of 115.00 feet; thence S.74°03'19"W., a distance of 23.97 feet to the point of curvature of a curve, concave Southerly, having a radius of 30.00 feet; thence along the arc of said curve through a central angle of 82°58'29" for an arc length of 43.45 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 1140.00 feet; thence along the arc of said curve through a central angle of 7°10'36" for an arc length of 142.79 feet to the point of reverse curvature of a curve concave Easterly, having a radius of 610.00 feet; thence along the arc of said curve through a central angle of 32°13'10" for an arc length of 343.02 feet to the point of reverse curvature of a curve concave Westerly, having a radius of 640.00 feet; thence along the arc of said curve through a central angle of 29°25'27" for an arc length of 328.67 feet to a point of reverse curvature of a curve concave Easterly, having a radius of 30.00 feet; thence along the arc of said curve through a central angle of 81°37'28" for an arc length of 42.48 feet to a point; thence S.04°19'58"W., a distance of 50.01 feet to the Northerly right of way line of Apple Blossom Trail as shown on aforementioned plat of Tradition Plat No. 52; thence along the Northerly right of way line the following 6 courses: N.85°39'44"W., a distance of 114.11 feet; thence N.43°11'06"W., a distance of 33.76 feet; thence N.80°03'34"W., a distance of 50.85 feet; thence S.46°15'08"W., a distance of 37.20 feet; thence N.85°39'44"W., a distance of 47.82 feet to the point of curvature of a curve concave Southerly, having a radius of 840.00 feet; thence along the arc of said curve through a central angle of 16°17'04" for an arc length of 238.74 feet; thence leaving said Northerly right of way line, N.48°53'42"W., a distance of 171.90 feet to the point of cusp of a non-tangent curve concave to the Northwest, having a radius of 30.00 feet; a chord bearing of S.13°01'17"W., and a chord length of 50.47 feet; thence along the arc of said curve through a central angle of 114°30'51" for an arc length of 59.96 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 940.00 feet; a chord bearing of S.66°43'49"W, and a chord length of 121.21 feet; thence along the arc of said curve through a central angle of 7°23'35" for an arc length of 121.29 feet to a point, thence S.26°57'36"E., a distance of 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 840.00 feet, a chord bearing of S.59°38'38"W., and a chord length of 99.34 feet; said point also being on the Northerly right of way line of Apple Blossom Trail; thence along the Northerly right of way line following 5 courses, run along the arc of said curve through a central angle of 06°46'48", for an arc length of 99.40 feet, thence N.62°41'14"W., a distance of 34.32 feet; thence S.62°56'25"W., a distance of 50.00 feet; thence S.06°17'00"W., a distance of 34.32 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 840.00 feet, a chord bearing of S.45°50'04"W., and a chord length of 111.13 feet; thence along the arc of said curve through a central angle of 7°35'09", for an arc length of 111.22 feet, thence leaving said Northerly right of way line, N.47°57'34"W., a distance of 27.87 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 860.00 feet, a chord bearing of S.38°47'05"W., and a chord length of 87.81 feet; thence along the arc of said curve through a central angle of 05°39'19", for an arc length of 87.84 feet; thence S.53°45'39"E., a distance of 27.32 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 840.00 feet, a chord bearing of S.32°25'51"W., and a chord length of 111.58 feet; said point also being on the Northerly right of way line of Apple Blossom Trail; thence along the Northerly right of way line the following 5 courses: along the arc of said curve through a central angle of 7°37'00", for an arc length of 111.67 feet, thence S.71°57'57"W., a distance of 34.32 feet; thence S.25°18'32"W., a distance of 50.00 feet; thence S.71°20'53"E., a distance of 34.22 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 840.00 feet, a chord bearing of S.18°36'17"W., and a chord length of 99.34 feet; thence along the arc of said curve through a central angle of 6°46'47" for an arc length of 99.40 feet; thence leaving said Northerly right of way line, N.74°47'07"W., a distance of 99.99 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 940.00 feet, a chord bearing of S.11°31'49"W., and a chord length of 120.83 feet; thence along the arc of said curve through a central angle of 7°22'11" for an arc length of 120.91 feet, thence S.82°09'18"E., a distance of 99.99 feet to a point on a non-tangent curve concave Southeasterly having a radius of 840.00 feet, a chord bearing of S.04°29'19"W., and a chord length of 98.36 feet, said point also being on the Northerly right of way line of Apple Blossom Trail; thence along the Northerly right of way line the following 5 courses: run along the arc of said curve through a central angle of 6°42'46" for an arc length of 98.42 feet, thence S.44°07'26"W., a distance of 34.06 feet; thence S.01°28'43"E., a distance of 50.02 feet, thence S.49°11'25"E., a distance of 34.54 feet to a point on a non-tangent curve concave Easterly, having a radius of 840.00 feet, a chord bearing of S.09°02'53"E., and a chord length of 112.86 feet; thence along the arc of said curve through a central angle of 7°42'15" for an arc length of 112.95 feet, thence leaving said right of way line, S.82°46'56"W., a distance of 50.26 feet, thence S.13°12'00"E., a distance of 126.74 feet; thence N.76°48'00"E., a distance of 50.00 feet to the Westerly right of way line of Apple Blossom Trail as shown on aforesaid Tradition Plat No. 52; thence along the Westerly right of way line the following 5 courses; thence S.13°12'00"E., a distance of 195.99 feet, thence S.31°48'00"W., a distance of 35.36 feet; thence S.13°12'00"E., a distance of 50.00 feet, thence S.58°12'00"E., a distance of 35.36 feet; thence S.13°12'00"E., a distance of 76.32 feet; thence leaving said Westerly right of way line, S.76°48'00"W., a distance of 15.00 feet to the to the Northeasterly corner of aforementioned Tradition Plat No. 35, as recorded in Plat Book 52, Pages 1 through 14 of the Public Records of St. Lucie County, Florida; thence along the Northerly line of said plat, the following 8 courses, thence continue S.76°48'00"W., a distance of 37.60 feet to a point on a non-tangent curve concave Northerly, having a radius of 190.00 feet, a chord bearing of S.36°32'40"W., and a chord length of 245.56 feet; thence along the arc of said curve through a central angle of 80°36'41" for an arc length of 266.99 feet to the point of tangency; thence S.76°48'00"W., a distance of 546.85 feet to the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve a distance of 47.12 feet to the point of tangency; thence S.13°12'00"E., a distance of 39.58 feet; thence S.76°48'00"W., a distance of 165.00 feet; thence S.13°12'00"E., a distance of 11.77 feet; thence S.76°48'00"W., a distance of 135.00 feet to the Point of Beginning.

Said lands having an area of 4,314,508.86 square feet or 99.048 acres more or less.



DETAIL SHEET KEY MAP

"Notice": This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be superseded by authority by an other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTLAND STREET, SUITE 101, ORLANDO, FL 32804
CERTIFICATE OF AUTHORIZATION: LB2936
PHONE: 407-960-5880 FAX: 407-960-5883 WEBSITE: www.carnahan-proctor.com

CERTIFICATE OF OWNERSHIP AND DEDICATION:

State of Florida
County of _____

Vitalia at Traditions, LLC, a Florida limited liability company, owner of the land described and platted as herein as Tradition Plat No. 75, being in St. Lucie County Florida, has caused said lands to be surveyed and platted as shown hereon and hereby dedicated as follows:

1. The Private Drainage Easements (P.D.E.) as shown hereon are hereby dedicated to the Vitalia at Tradition Residents' Association, Inc., it successors and assigns, for drainage purposes and shall be the perpetual maintenance obligation of said association, its successors and assigns.

2. The Lake Management easements (L.M.E.) as shown hereon are hereby dedicated to the Vitalia at Tradition Residents' Association, Inc., it successors and assigns, and shall be the perpetual maintenance obligation of said association, its successors and assigns.

3. Tracts P.R.-1 through P.R.-3, as shown hereon, are hereby dedicated to the Vitalia at Tradition Residents' Association, Inc., its successors and/or assigns, as road right-of-ways for ingress-egress, utility and drainage purposes and as the perpetual maintenance obligation of said association, its successors and/or assigns. An easement over and under said Tracts P.R.-1 through P.R.-3, as shown hereon is also reserved in favor of the City of Port St. Lucie, its successors and/or assigns, for City of Port St. Lucie access and emergency vehicles, and also for access to, and the installation and maintenance of, public utility facilities, including but not limited to, water and wastewater line and appurtenant facilities. The City of Port St. Lucie shall not be responsible for any maintenance obligations for said easement area or such Tracts P.R.-1 through P.R.-3 except as shall relate to the servicing of such public utilities by the City of Port St. Lucie.

A non-exclusive ingress, egress, drainage and utility easement over Tracts P.R.-1 through P.R.-3 as shown on this plat is dedicated to District No. 1, acting by and under delegated authority from, and receiving such dedication for the use and beneficial ownership of, District No. 5, in accordance with the District Interlocal Agreement, its successors and assigns.

4. Tracts "W.M.1-12" through "W.M.1-15" as described on the plat, are dedicated to THE TRADITION COMMUNITY DEVELOPMENT DISTRICT NO.1, a community development district organized under Chapter 190, Florida Statutes ("District No. 1"), acting by and under delegate authority from, and receiving such dedication for the use and beneficial ownership of, the Tradition Community Development District No. 5, a community development district organized under Chapter 190, Florida Statutes ("District No. 5"), in accordance with that certain Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement"), its successors and assigns.

5. The water management easements depicted hereon as "W.M.E.", as described on this plat are dedicated to the TRADITION COMMUNITY DEVELOPMENT DISTRICT NO 1, a community development district organized under Chapter 190, Florida Statutes (District No. 1"), acting by and under delegated authority from, and receiving such dedication for the use and beneficial ownership of, the Tradition Community Development District No. 5, a community development district established in accordance with Chapter 190, Florida Statutes (District No. 5"), in accordance with that certain Amended and Restated District Developmentinterlocal Agreement dated as of April 8, 2008, and recorded in Official Records Book 2983, Page 1074, of the Public Records of St. Lucie County, Florida ("District Interlocal Agreement"), its successors and assigns, for the purpose of providing roadways, utilities, drainage, and surface water management.

6. O.S.T.-1 through O.S.T.-14 as shown hereon, are hereby dedicated to the Vitalia at Tradition Residents' Association, Inc., it successors and assigns, for open space, utility and pedestrian access purposes, and are the perpetual maintenance, utility and association, its successors and assigns.

7. The Private Utility Easements (P.U.E.) shown hereon are hereby dedicated on a non-exclusive basis to Florida Power and Light, its successors and/or assigns, as private utility easements for the purpose of installation and maintenance of underground electric utilities only.

8. The Private Utility Easements (P.U.E.) shown hereon, are hereby dedicated in favor of the city of Port St. Lucie, Florida, its successors and/or assigns, for access to, and installation and maintenance of, public utility facilities, including but not limited to, water and waste water lines and appurtenant facilities. The City of Port St. Lucie shall not be responsible for any maintenance obligations for said easements except as shall relate to the servicing of such public utilities by the City of Port St. Lucie.

9. The Private Utility Easements (P.U.E.) as shown hereon, are hereby dedicated on a non-exclusive basis to City Gas Company of Florida, its successors and/or assigns, as private utility easement for the purpose of installation and maintenance of underground gas facilities only, and not for video communications or other purposes.

10. The Private Utility Easements (P.U.E.) as shown hereon, are hereby dedicated on a non-exclusive basis to Hometown Cable TV, LLC, it successors and/or assigns, for the purposes of installation and maintenance of telephone cable, internet security lines and other telecommunication services.

11. The Private Utility Easements (P.U.E.) as shown hereon, are hereby dedicated on a non-exclusive basis to the Vitalia at Tradition Residents' Association, Inc., it successors and assigns, for the purpose of installation and maintenance of utilities including, but not limited to, water, sewer, irrigation, underground telephone, cable, internet, security lines, and other telecommunication services.

12. The Utility Easements (U.E.), as shown hereon are utility Easements which are hereby dedicated to the City of Port St. Lucie ("City"), its successors, agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways, parking, common or open space areas for access to, operation, modifications, installation of or maintenance of, public utilities facilities, including but not limited to, water and wastewater lines, appurtenant facilities, and equipment. There shall be no other public or private utility facilities installed in, on, over, under or across the easement area without the City's written permission. There shall be no improvements of any sind including, but not limited to, landscaping constructed within the boundaries of the easement area which would restrict the operation and maintenance of, or which may in any manner result in harm to the City's facilities. Vitalia at Tradition Residents' Association, Inc., it successors and assigns, shall own, maintain, repair and replace any permitted improvements over the utility easement, which are not precluded by the foregoing which may be damaged or destroyed by the City, its successors and/or assigns, designees or contractors in the construction, operation, maintenance of, or access to, the City's facilities. The City, its successors and/or assigns, shall have the right to require the removal of any improvements, which are considered to be conditions set forth above. If existing improvements are not removed upon request, the City, its successors and/or assigns, designees or contractors will remove said improvements without liability or responsibility therefore.

13. The Conservation Tract, as shown hereon is hereby dedicated to the Vitalia at Tradition Residents' Association, Inc., it successors and assigns, and is to remain as a wooded buffer and no clearing or construction is allowed within the Conservation Tract area.

In Witness Whereof, the above named limited liability company have caused these presents to be signed

This _____ day of _____, 2016

Vitalia at Traditions, LLC, A Florida limited liability company

By: _____

Name: Anthony S. Iorio

Title: Vice President

State of Florida
County of _____

The foregoing Certificate of Ownership and Dedication was acknowledged before me this _____ day of _____, 2016 by _____ of Vitalia at Tradition, LLC, a Florida limited liability company, and he/she personallyknown to and before me that he/she executed said instrument as _____ of said corporation. He/she is personally known to me.

_____ _____
Commission No. and expiration date Notary Public, State of Florida

_____
Print name

ACCEPTANCE OF DEDICATION

1. The Tradition Community Development District No. 1, a community development district created pursuant to Chapter 190, Florida Statutes ("District No. 1"), acting for itself and each of the other "Districts," as defined in the Amended and Restated District Development Interlocal Agreement dated as of April 8, 2008, wherein District No. 1 has been delegated responsibility to act on behalf of all of the Districts in matters relating to certain infrastructure improvements, hereby accepts the dedications of W.M.1-12 through W.M.1-15, an easement over PR-1 through PR-3, as set forth on the within plat and specifically dedicated to District No. 1; provided, however, that acceptance of such dedication and of the obligation to operate and maintain such facilities is expressly conditioned upon (i) completion of construction of all water management system improvements for the phase of such system in which the dedicated tract and easement are located, in strict compliance with both the approved plans for, and the requirements for all regulatory authorities exercising jurisdiction over, such improvements, and (ii) completion of an as-built surface water management system and requirements relating to such facilities, as set forth in the Policies and Procedures Manual for District No. 1. District No. 1 does not accept any other right-of-way, easement, tract, or other interest in real estate otherwise dedicated to the public.

The recording in the Office of the County Clerk of St. Lucie County, Florida, of the within plat shall terminate, with respect to the lands embraced thereby, all obligations of dedication set forth in that certain Agreement for Public Infrastructure, dated as of February 14, 2003, and recorded in O.R. Book 1858, Page 2439, of the Public Records of St. Lucie County, Florida, as amended.

2. Hereby consents to the platting of the lands herein, dated this _____ day of _____, 2016

Attest: The Tradition Community Development District No. 1

_____ _____
Print Name James H. Anderson, Chairman
Board of Supervisors

ACCEPTANCE OF DEDICATION

1. The Vitalia at Tradition Residents' Association, Inc., hereby accepts the dedication of O.S.T.-1 through O.S.T.-14, the Lake Management easements (L.M.E.), Tracts PR-1 through PR-3, and the Private Utility Easements (P.U.E.), provided however, that acceptance of the obligation to operate and maintain such facilities is expressly conditioned upon completion of construction of all roadways and related improvements. Vitalia at Tradition Residents' Association, Inc. does not accept any other right-of-way, easement, tract, or other interest in real estate otherwise dedicated to the public.

2. Hereby consents to the platting of the lands herein, dated this _____ day of _____, 2016

Attest: The Tradition Community Development District No. 1

_____ _____
President Print Name & Title

TITLE CERTIFICATION:

State of Florida
County of _____

We, First American Title Insurance Company, hereby certify that as of _____, 2016 at _____

1. Apparent title to the land described as shown on this plat is in the name of the limited liability company executing the Certificate of Ownership and Dedication hereon.

2. There are no record mortgages, not satisfied or released of record encumbering the land described hereon.

Dated this _____ day of _____, 2016

First American Title Company

_____
Name of firm

_____
Name: Jim Dyer

Title: Vice President

Address of firm: 2233 Lee Road, Winter Park, Florida 32789

APPROVAL OF CITY COUNCIL:

State of Florida
City of Port St. Lucie

It is hereby certified that this plat of Tradition Plat No. 75, has been officially approved for record by the City Council of the City of Port St. Lucie, Florida this _____ day of _____, 2016.

Attest: City of Port St. Lucie

_____ _____
Name: Karen A. Phillips Name: Gregory J. Oravec
Title: City Clerk Title: Mayor

NOTARY

CERTIFICATE OF APPROVAL:

State of Florida
County of St. Lucie

I, Joseph E. Smith, Clerk of the Circuit Court of St. Lucie County, Florida, do hereby certify that this plat has been examined, and that it complies in form with all requirements of the laws of Florida pertaining to maps and plats, and that this plat has been filed for record in Plat Book _____, Pages _____ of the Public Records of St. Lucie County, Florida, this _____ day of _____, 2016.

_____
Joseph E. Smith, Clerk of Circuit Court
St. Lucie County, Florida

CLERK OF THE COURT

SURVEYOR'S NOTES:

1. All platted utility easements shall provide that such easements shall also be easements for the construction, installation, maintenance and operation of cable television services, provided, however, no such construction, installation, maintenance and operation of cable television services shall interfere with the facilities and services of electric, telephone, gas, or other public utility.

2. Bearings shown hereon are based on the North line of Tract W.M.1-7 as being North 76°48'00" East, Per the plat of Tradition Plat No. 35, Plat Book 52, Pages 1 through 14, St. Lucie County, Florida.

3. No buildings or any kind of obstruction shall be placed on utility or drainage easements.

4. All lines intersecting curves are radial unless noted.

5. Notice: There may be additional restrictions that are not recorded on this plat that may be found in the Public Records of St. Lucie County.

6. This plat has been reviewed for conformity to Chapter 177, Part 1, Florida Statutes by a Professional Surveyor and Mapper employed by or under contract with the City of Port St. Lucie.

SURVEYOR

SURVEYOR'S CERTIFICATE:

State of Florida
County of Orange

This is to certify that this plat as shown hereon is a true and correct representation of a survey made under my responsible direction and supervision and that said survey is accurate to the best of my knowledge and belief and that Permanent Reference Monuments (P.R.M.'s) and lot corners have been set, and further, that the survey data complies with all of the requirements of Chapter 177, Florida Statutes, as amended, and in accordance with the surveying standards contained within Chapter 5J-17.05 of the Florida Administrative Code, set forth by the Florida Board of Surveyors and Mappers pursuant to Chapter 472.027, Florida Statutes and the ordinances of the City of Port St. Lucie, Florida.

This _____ day of _____, 2016

_____
Brian K. Hefner, P.S.M.
Professional Surveyor and Mapper
Florida Registration No. 5370

CITY OF PORT ST. LUCIE PROJECT NO.: P15-118

TRADITION PLAT NO. 75

A PORTION OF SECTION 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
AND A REPLAT OF A PORTION OF TRADITION PLAT NO. 52, RECORDED IN PLAT BOOK 69, PAGES 16 THROUGH 19 OF THE PUBLIC RECORDS ST. LUCIE COUNTY, FLORIDA.
LYING WITHIN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

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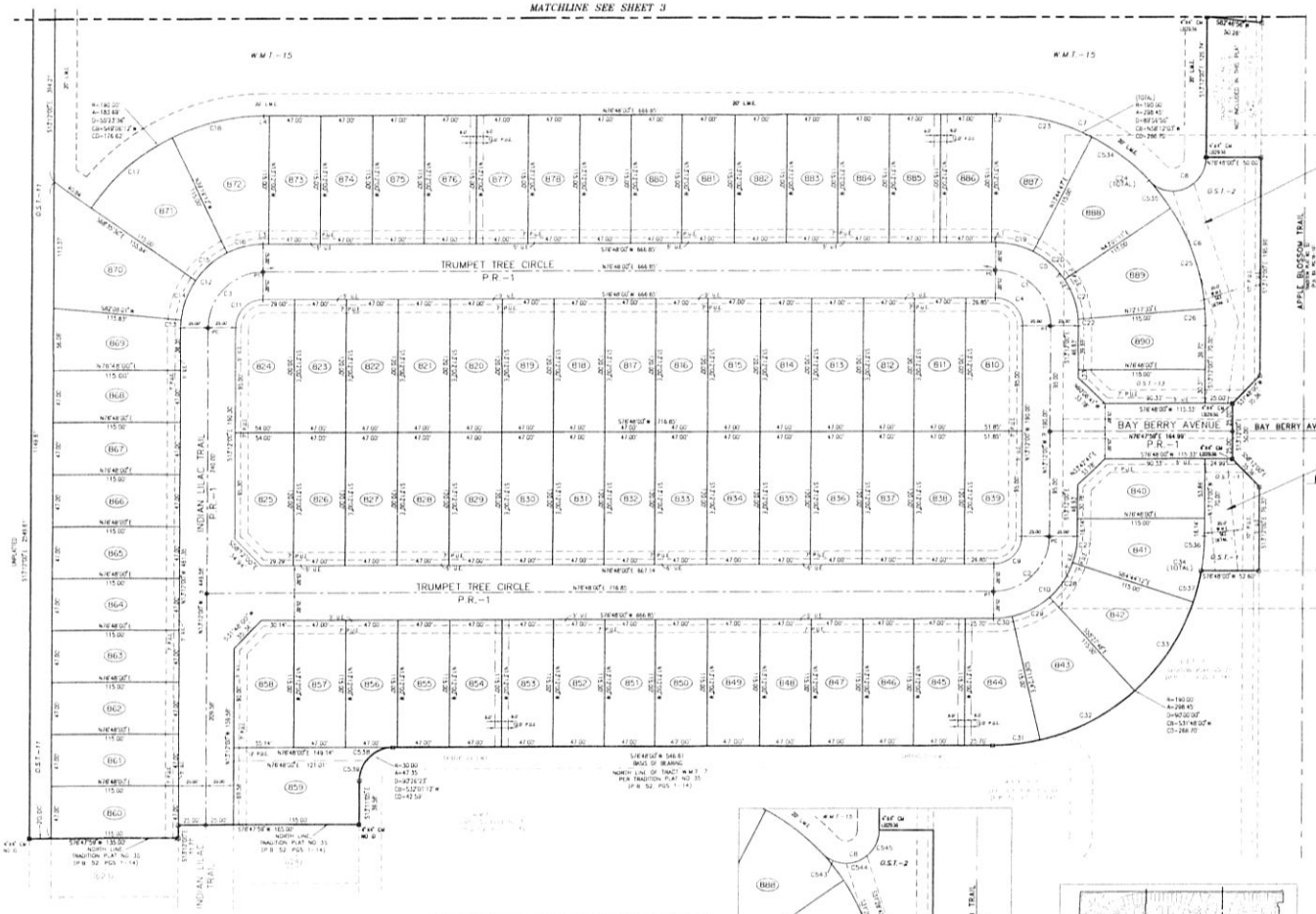

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FOR EASEMENT DETAIL

SEE DETAIL 1
FOR EASEMENT DETAIL

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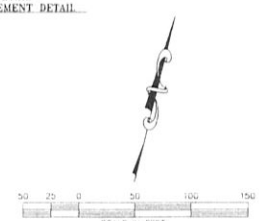


LINE TABLE

LINE	LENGTH	BEARING
L1	5.76	S76°48'00"W
L2	5.76	N76°48'00"E
L3	5.09	S76°48'00"W
L4	5.09	N76°48'00"E
L23	7.24	N13°12'00"W
L24	20.10	N76°48'00"E
L25	4.89	N76°48'00"E
L26	12.96	N76°48'00"E
L27	20.10	N76°48'00"E
L28	19.54	N76°48'00"E

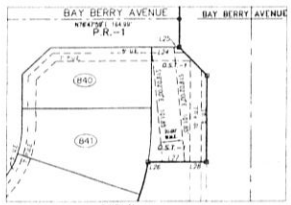
CURVE TABLE

CURVE	DELTA	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C1	90°00'00"	78.54'	50.00'	70.71'	N58°12'00"W
C2	90°00'00"	78.54'	50.00'	70.71'	S31°48'00"W
C3	90°00'00"	78.54'	50.00'	70.71'	S31°48'00"W
C4	90°00'00"	39.27'	25.00'	35.36'	N58°12'00"W
C5	90°00'00"	117.81'	75.00'	106.07'	N58°12'00"W
C6	43°20'25"	143.72'	190.00'	140.32'	N34°52'18"W
C7	46°39'35"	154.72'	190.00'	150.48'	N78°52'15"W
C8	138°39'35"	71.55'	30.00'	55.76'	N55°07'45"E
C9	90°00'00"	39.27'	25.00'	35.36'	S31°48'00"E
C10	90°00'00"	117.81'	75.00'	106.07'	S31°48'00"E
C11	90°00'00"	39.27'	25.00'	35.36'	S31°48'00"E
C12	90°00'00"	117.81'	75.00'	106.07'	S31°48'00"W
C13	5°20'01"	6.98'	75.00'	6.98'	S01°32'00"E
C14	29°16'24"	38.32'	75.00'	37.90'	S06°48'12"W
C15	29°16'24"	38.32'	75.00'	37.90'	S36°02'36"W
C16	26°07'12"	34.19'	75.00'	33.90'	S67°44'24"W
C17	29°16'24"	97.07'	190.00'	96.02'	S36°02'36"W
C18	26°07'12"	86.62'	190.00'	85.87'	S67°44'24"W
C19	26°56'48"	35.27'	75.00'	34.93'	N68°43'37"W
C20	29°16'24"	38.32'	75.00'	37.90'	N61°27'01"W
C21	29°16'24"	38.32'	75.00'	37.90'	N32°23'13"W
C22	4°30'26"	5.90'	75.00'	5.90'	N15°27'12"W
C23	26°56'47"	89.36'	190.00'	88.54'	N89°43'37"W
C24	29°16'24"	97.07'	190.00'	95.02'	N61°27'01"W
C25	29°16'24"	97.07'	190.00'	96.02'	N32°20'37"W
C26	4°30'26"	14.94'	190.00'	14.94'	N15°27'15"W
C27	18°27'48"	24.17'	75.00'	24.06'	N03°58'06"W
C28	29°16'24"	38.32'	75.00'	37.90'	N19°54'06"E
C29	29°16'24"	38.32'	75.00'	37.90'	N48°10'24"E
C30	12°59'25"	17.00'	75.00'	16.97'	N76°18'18"E
C31	12°59'25"	43.08'	190.00'	42.98'	N76°18'18"E
C32	29°16'24"	97.07'	190.00'	96.02'	N48°10'24"E
C33	29°16'24"	97.07'	190.00'	96.02'	N19°54'06"E
C34	18°27'48"	61.23'	190.00'	60.95'	N03°58'06"W
C534	19°42'46"	65.37'	190.00'	65.05'	N68°23'50"W
C535	9°33'38"	31.70'	190.00'	31.67'	N51°45'38"W
C536	9°29'18"	31.46'	190.00'	31.43'	N08°27'21"W
C537	8°08'32"	29.76'	190.00'	29.73'	S00°46'31"E
C538	5°32'19"	28.05'	30.00'	27.04'	S50°27'15"W
C539	36°32'24"	19.32'	30.00'	18.97'	S03°14'02"W
C543	46°51'53"	24.54'	30.00'	23.85'	S79°58'47"E
C544	38°57'17"	20.40'	30.00'	20.01'	N57°06'58"E
C545	50°50'20"	26.62'	30.00'	25.75'	N12°31'10"E

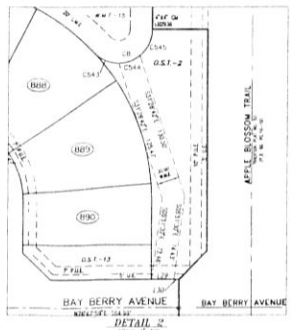
"Notice": This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by an other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

LEGEND AND ABBREVIATIONS:

- ● = PERMANENT CONTROL POINT, SET NAIL & DISK "PCP LB 2936"
- ⊕ = PERMANENT CONTROL POINT, FOUND IDENTIFICATION AS SHOWN
- □ = PERMANENT CONTROL POINT, SET 4"x 4" CONCRETE MONUMENT "PRM LB 2936"
- A = ARC LENGTH
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- Δ = CENTRAL ANGLE
- DE = DRAINAGE EASEMENT
- FD = FUTURE DEVELOPMENT TRACT
- LB = LICENSE BUSINESS
- ORB = OFFICIAL RECORDS BOOK
- O.S.T. = OPEN SPACE TRACT
- PB = PLAT BOOK
- PC = POINT OF CURVATURE
- PDE = PRIVATE DRAINAGE EASEMENT
- PG = PAGE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- PR = ROADWAY TRACT
- PUE = PUBLIC UTILITY EASEMENT
- R = RADIUS
- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- S.W. = CONCRETE SIDEWALK
- UE = UTILITY EASEMENT
- WME = WATER MANAGEMENT EASEMENT
- WMT = WATER MANAGEMENT TRACT



DETAIL 1
SCALE: 1"=50'



DETAIL 2
SCALE: 1"=50'

DETAIL SHEET KEY MAP

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTLAND STREET, SUITE 101 ORLANDO, FL 32804
CERTIFICATE OF AUTHORIZATION LB2936
PHONE: 407-960-5980 FAX: 407-960-5983 WEBSITE: www.carnahan-proctor.com

CITY OF PORT ST. LUCIE PROJECT NO.: P15-118

TRADITION PLAT NO. 75

A PORTION OF SECTION 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
AND A REPLAT OF A PORTION OF TRADITION PLAT NO. 52, RECORDED IN PLAT BOOK 69, PAGES 16 THROUGH 19 OF THE PUBLIC RECORDS ST. LUCIE COUNTY, FLORIDA
LYING WITHIN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK	
PAGE	
FILE NO.	
DATE	
TIME	

50 25 0 50 100 150
SCALE IN FEET
SCALE: 1"=50'

LEGEND AND ABBREVIATIONS:

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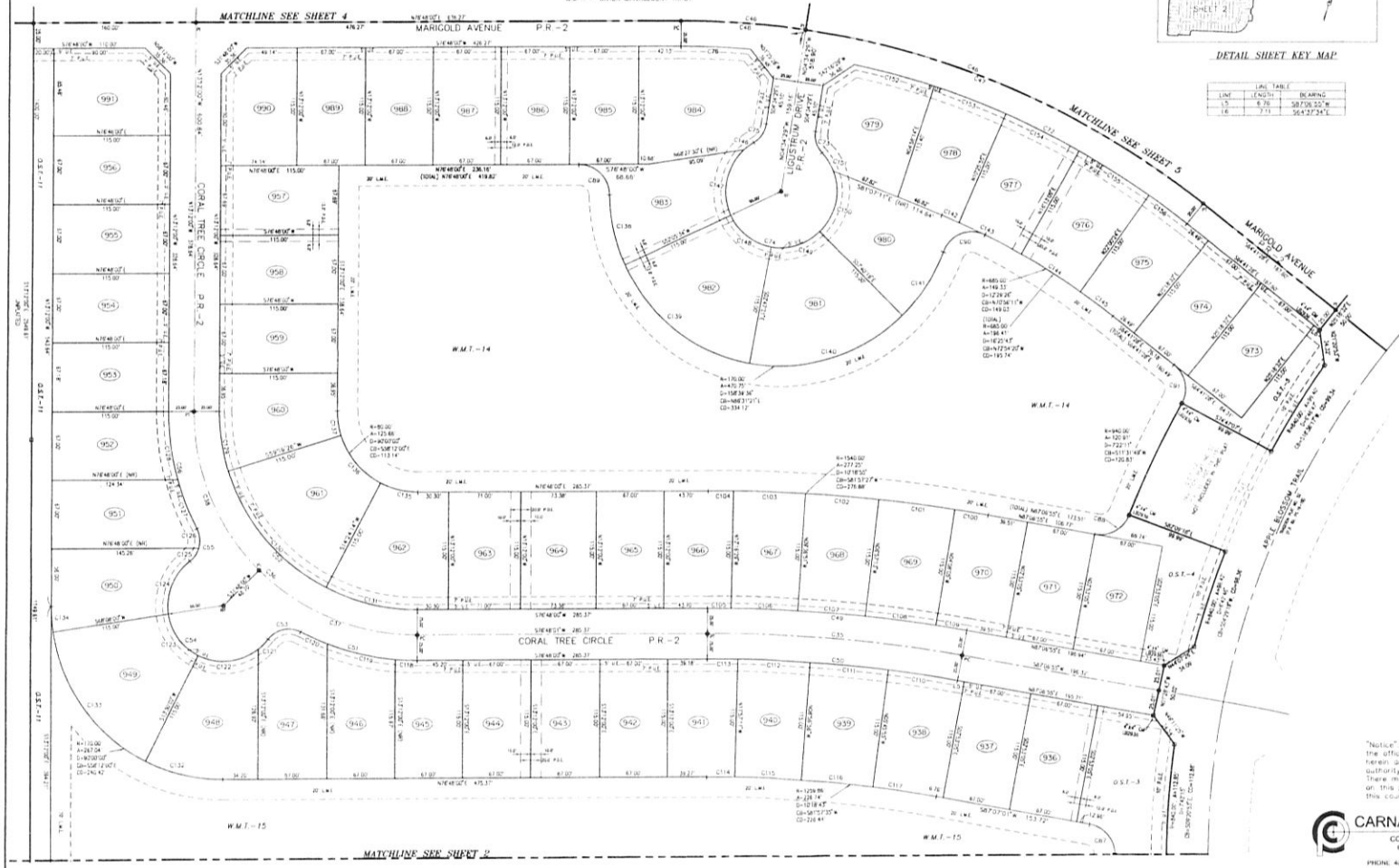

DETAIL SHEET KEY MAP

LINE TABLE		
LINE	LENGTH	BEARING
L5	6.76	S87°06'55"W
L6	7.11	S64°37'34"E

TABLE OF CONTENTS

SHEET 1: COVER
SHEET 2 THROUGH 6: DETAIL

CURVE TABLE					
CURVE	DELTA	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C35	10°18'54"	252.04'	1400.00'	251.70'	S81°57'28"W
C36	89°59'59"	345.57'	220.00'	311.13'	S58°11'58"E
C37	44°59'59"	172.79'	220.00'	168.38'	S80°41'58"E
C38	45°00'00"	172.79'	220.00'	168.38'	S35°42'00"E
C46	38°30'32"	554.49'	825.00'	544.11'	N87°06'44"W
C47	29°53'01"	430.29'	825.00'	425.47'	N79°37'58"W
C48	8°37'31"	124.20'	825.00'	124.08'	S81°06'46"W
C49	10°18'54"	256.50'	1425.00'	256.20'	S81°57'27"W
C50	10°18'54"	247.50'	1375.00'	247.21'	S81°57'27"W
C51	27°50'18"	119.39'	245.00'	118.22'	S86°14'31"E
C52	90°00'00"	308.31'	196.00'	277.77'	S58°12'00"E
C53	80°32'25"	35.14'	25.00'	32.32'	S64°27'00"W
C54	190°14'18"	187.41'	55.00'	109.93'	S58°12'00"E
C55	80°32'25"	35.14'	25.00'	32.32'	N00°51'00"W
C56	27°50'18"	119.39'	245.00'	118.22'	S27°09'39"E
C72	26°11'05"	365.81'	800.00'	362.63'	N77°47'00"W
C73	51°19'04"	22.39'	25.00'	21.65'	S30°14'01"E
C74	287°38'08"	271.11'	55.00'	68.75'	N89°22'31"E
C75	51°19'04"	22.39'	25.00'	21.65'	N21°05'03"E
C76	4°55'34"	68.78'	800.00'	68.76'	S79°54'47"W
C87	80°01'19"	61.90'	30.00'	56.58'	N52°52'26"W
C88	79°16'11"	41.31'	30.00'	38.27'	N47°28'49"E
C89	89°03'09"	46.63'	30.00'	42.07'	N58°40'26"W
C90	95°37'34"	50.07'	30.00'	44.45'	S55°00'19"W
C91	79°21'59"	41.84'	30.01'	38.53'	N24°43'41"W
C100	1°14'59"	33.59'	1540.00'	33.59'	S86°29'25"W
C101	2°48'09"	75.77'	1540.00'	75.76'	S84°22'21"W
C102	2°39'38"	71.50'	1540.00'	71.50'	S81°42'38"W
C103	2°39'38"	71.51'	1540.00'	71.50'	S79°03'00"W
C104	0°52'31"	24.87'	1540.00'	24.87'	S77°15'45"W
C105	0°52'31"	23.01'	1425.00'	23.01'	S77°15'45"W
C106	2°39'38"	66.14'	1425.00'	66.13'	S79°03'00"W
C107	2°39'38"	66.13'	1425.00'	66.13'	S81°42'38"W
C108	2°48'09"	70.11'	1425.00'	70.11'	S84°22'21"W
C109	1°14'59"	31.08'	1425.00'	31.08'	S86°29'25"W
C110	2°52'50"	69.13'	1375.00'	69.12'	S85°40'30"W
C111	3°11'09"	76.39'	1375.00'	76.38'	S82°38'35"W
C112	3°00'14"	72.09'	1375.00'	72.08'	S79°32'58"W
C113	1°14'51"	29.94'	1375.00'	29.93'	S77°25'25"W
C114	1°08'03"	27.50'	1259.86'	27.50'	S77°25'18"W
C115	3°00'15"	66.06'	1259.86'	66.05'	S79°32'57"W
C116	3°11'01"	70.00'	1259.86'	69.99'	S82°38'35"W
C117	2°52'51"	63.35'	1259.86'	63.34'	S85°40'31"W
C118	5°06'22"	21.83'	245.00'	21.83'	N79°21'15"E
C119	16°08'45"	69.04'	245.00'	68.81'	N89°08'44"E
C120	6°40'11"	28.52'	245.00'	28.50'	S78°36'48"E
C121	14°10'24"	12.81'	80.00'	12.27'	N21°16'09"E
C122	65°08'36"	62.53'	55.00'	59.22'	N75°50'44"E
C123	54°37'58"	52.44'	55.00'	50.48'	S49°10'59"E
C124	61°17'08"	58.83'	55.00'	56.07'	S08°46'24"W
C125	3°49'42"	15.27'	25.00'	15.03'	N21°50'17"E
C126	45°24'53"	19.87'	25.00'	19.35'	N18°26'56"W
C127	120°03'03"	51.53'	245.00'	51.43'	S35°05'46"E
C128	15°52'15"	67.86'	245.00'	67.65'	S21°08'07"E
C129	17°28'34"	38.48'	190.00'	38.23'	S21°56'17"E
C130	44°53'12"	152.88'	190.00'	148.99'	S03°08'10"E
C131	27°36'14"	93.95'	195.00'	93.04'	S89°23'53"E
C132	26°42'00"	79.22'	170.00'	78.51'	S89°50'53"E
C133	54°37'58"	162.10'	170.00'	156.03'	S49°10'59"E
C134	8°39'56"	25.71'	170.00'	25.69'	S17°20'00"E
C135	27°36'14"	38.54'	80.00'	38.17'	N89°23'53"E
C136	44°53'12"	62.72'	80.00'	61.13'	S03°08'10"E
C137	17°28'34"	24.40'	80.00'	24.31'	S21°56'17"E
C138	23°40'35"	70.50'	170.00'	69.99'	S26°31'39"E
C139	54°37'58"	162.84'	170.00'	156.68'	S65°10'59"E
C140	54°37'58"	162.84'	170.00'	156.68'	N59°46'12"E
C141	25°08'12"	74.58'	170.00'	73.99'	N18°45'36"E
C142	1°33'06"	18.50'	685.00'	18.50'	N80°20'38"W
C143	5°47'14"	69.19'	685.00'	69.16'	N76°10'28"W
C144	5°47'14"	69.19'	685.00'	69.16'	N70°53'14"W
C145	3°16'08"	39.48'	685.00'	39.48'	N66°20'32"W
C146	12°33'22"	12.01'	55.00'	11.98'	S58°28'24"W
C147	72°06'39"	69.22'	55.00'	64.74'	S01°51'07"E
C148	54°52'55"	52.68'	55.00'	50.69'	S63°20'04"E
C149	54°52'55"	52.68'	55.00'	50.69'	S08°46'12"E
C150	66°20'45"	63.69'	55.00'	60.19'	N30°30'36"W
C151	21°34'37"	21.00'	800.00'	20.87'	N41°57'10"W
C152	5°56'46"	81.63'	800.00'	81.59'	N87°27'09"W
C153	5°27'41"	76.22'	800.00'	76.23'	N82°17'56"W
C154	5°47'14"	80.81'	800.00'	80.77'	N76°53'14"W
C155	5°47'14"	80.81'	800.00'	80.77'	N70°53'14"W
C156	3°16'08"	46.11'	800.00'	46.10'	N66°20'32"W

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CERTIFICATE OF AUTHORIZATION LB2936
PHONE: 407-960-5980 FAX: 407-960-5983 WEBSITE: www.carnahan-proctor.com

CITY OF PORT ST. LUCIE PROJECT NO.: P15-118

TRADITION PLAT NO. 75

A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
AND A REPLAT OF A PORTION OF TRADITION PLAT NO. 52, RECORDED IN PLAT BOOK 69, PAGES 16 THROUGH 19 OF THE PUBLIC RECORDS ST. LUCIE COUNTY, FLORIDA LYING WITHIN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

PLAT BOOK
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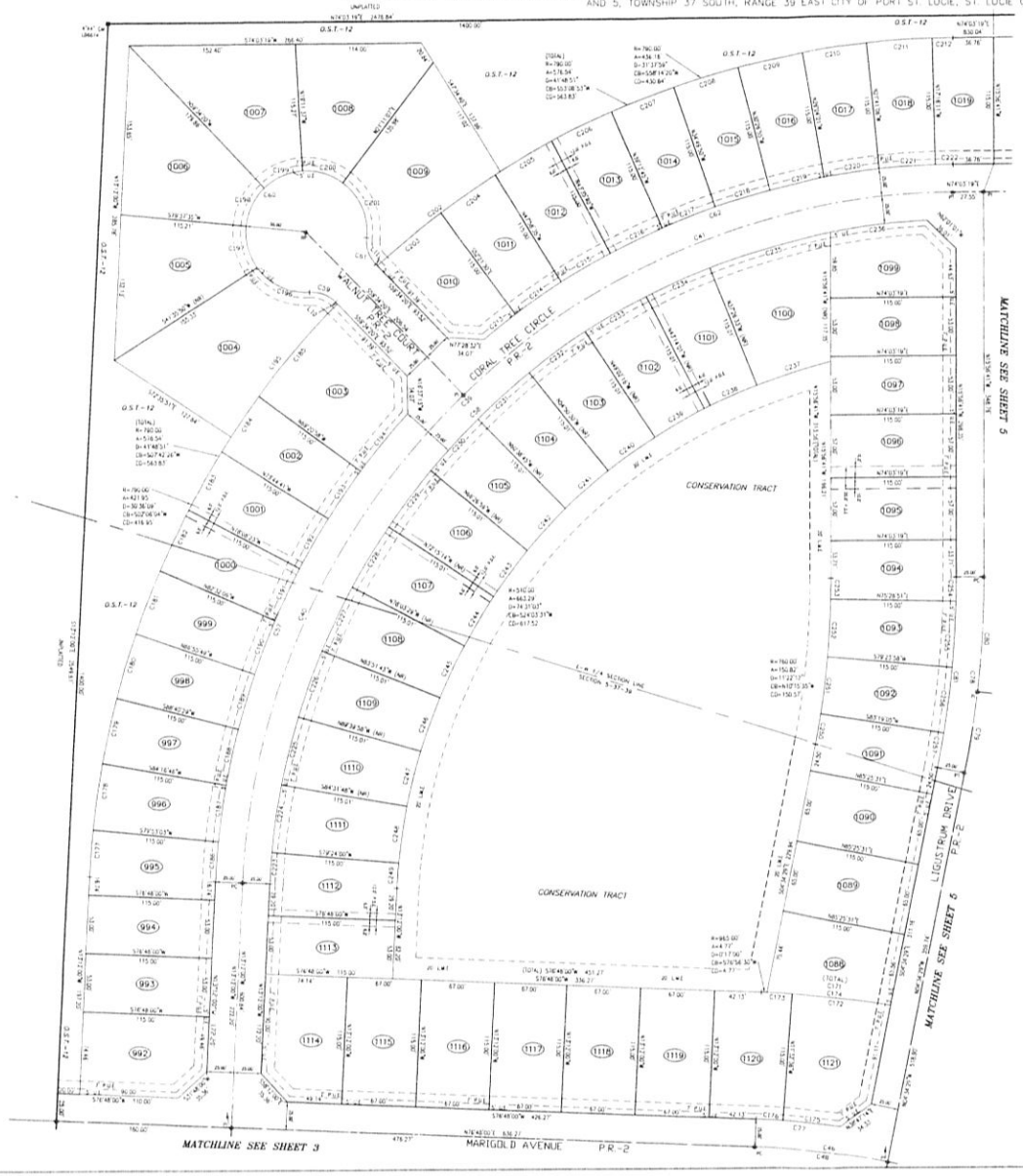

LINE TABLE

LINE	BEARING	LENGTH
L18	S59°34'05"E	0.13'
L21	S59°34'05"E	0.13'

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C39	87°15'20"	989.87'	649.99'	896.95'	S30°25'29"W
C40	43°37'40"	494.94'	650.00'	483.07'	S08°36'50"W
C41	43°37'39"	494.94'	650.00'	483.07'	S52°14'30"W
C46	39°30'32"	554.49'	805.00'	544.11'	N63°56'44"W
C48	8°17'31"	124.27'	859.00'	124.08'	S81°56'45"W
C57	39°31'54"	465.72'	675.00'	456.54'	S06°33'57"W
C58	85°26'39"	920.42'	662.00'	845.36'	S79°21'09"W
C59	49°40'47"	86.70'	100.00'	84.01'	S84°24'44"W
C60	279°21'34"	268.17'	55.00'	71.18'	S30°25'40"W
C61	49°40'47"	76.01'	100.00'	73.71'	S34°43'57"E
C62	39°31'54"	465.72'	675.00'	456.54'	S54°17'02"W
C73	5°00'58"	79.36'	850.00'	79.33'	S79°28'29"W
C78	10°00'20"	178.60'	1022.00'	178.37'	N10°55'45"W
C79	4°44'43"	74.54'	900.00'	74.50'	N06°56'51"W
C80	6°37'29"	104.66'	900.00'	104.60'	N12°37'56"W
C81	10°00'20"	173.64'	875.00'	173.35'	N10°55'35"W
C71	26°36'28"	394.74'	850.00'	391.26'	N77°59'40"W
C72	26°11'05"	365.61'	800.00'	362.43'	N77°47'09"W
C73	S1°19'04"	22.99'	25.00'	0.165	S38°14'01"E
C74	280°38'08"	271.31'	55.00'	68.75'	N85°05'31"E
C175	3°41'34"	54.78'	850.00'	54.77'	S80°18'01"W
C176	3°39'24"	24.58'	850.00'	24.57'	S77°37'49"W
C177	3°05'03"	42.53'	790.00'	42.52'	S11°39'08"E
C178	4°23'43"	60.69'	790.00'	60.59'	S07°55'05"E
C179	4°23'43"	60.69'	790.00'	60.59'	S03°31'23"E
C180	4°23'43"	60.69'	790.00'	60.59'	S00°52'03"W
C181	4°23'43"	60.69'	790.00'	60.59'	S05°16'43"W
C182	4°23'43"	60.69'	796.00'	60.59'	S09°39'45"W
C183	4°23'43"	60.69'	790.00'	60.59'	S14°03'28"W
C184	4°23'43"	60.69'	790.00'	60.59'	S18°27'11"W
C185	7°57'49"	109.80'	790.00'	109.71'	S24°37'57"W
C186	3°05'03"	36.34'	675.00'	36.33'	S11°39'08"E
C187	4°23'43"	51.78'	675.00'	51.77'	S07°55'05"E
C188	4°23'43"	51.78'	675.00'	51.77'	S03°31'23"E
C189	4°23'43"	51.78'	675.00'	51.77'	S00°52'03"W
C190	4°23'43"	51.78'	675.00'	51.77'	S05°16'43"W
C191	4°23'43"	51.78'	675.00'	51.77'	S09°39'45"W
C192	4°23'43"	51.78'	675.00'	51.77'	S14°03'28"W
C193	4°23'43"	51.78'	675.00'	51.77'	S18°27'11"W
C194	5°40'58"	66.93'	675.00'	66.90'	S23°29'28"W
C195	11°19'40"	154.59'	780.00'	154.34'	S32°00'30"W
C196	57°36'30"	55.35'	55.00'	53.00'	S80°26'53"E
C197	41°16'10"	39.62'	55.00'	38.77'	S38°18'37"E
C198	40°40'05"	39.21'	55.00'	38.34'	S10°19'37"W
C199	40°22'44"	38.76'	55.00'	37.96'	S50°37'01"W
C200	40°22'44"	38.76'	55.00'	37.96'	N89°00'15"W
C201	56°55'09"	54.66'	55.00'	54.10'	N39°21'13"W
C202	10°10'58"	140.38'	790.00'	140.20'	S37°19'54"W
C203	5°24'06"	74.46'	790.00'	74.44'	S34°56'29"W
C204	4°22'55"	60.42'	790.00'	60.40'	S39°49'57"W
C205	4°22'55"	60.42'	790.00'	60.40'	S44°12'52"W
C206	4°22'55"	60.42'	790.00'	60.40'	S48°35'47"W
C207	4°22'55"	60.42'	790.00'	60.40'	S52°58'42"W
C208	4°22'55"	60.42'	790.00'	60.40'	S57°21'37"W
C209	4°22'55"	60.42'	790.00'	60.40'	S61°44'32"W
C210	4°22'55"	60.42'	790.00'	60.40'	S66°07'27"W
C211	4°22'55"	60.42'	790.00'	60.40'	S70°30'22"W
C212	1°21'30"	18.73'	790.00'	18.73'	S73°02'24"W
C214	4°22'55"	51.62'	675.00'	51.61'	S39°49'57"W
C215	4°22'55"	51.62'	675.00'	51.61'	S44°12'52"W
C216	4°22'55"	51.62'	675.00'	51.61'	S48°35'47"W
C217	4°22'55"	51.62'	675.00'	51.61'	S52°58'42"W
C218	4°22'55"	51.62'	675.00'	51.61'	S57°21'37"W
C219	4°22'55"	51.62'	675.00'	51.61'	S61°44'32"W
C220	4°22'55"	51.62'	675.00'	51.61'	S66°07'27"W
C221	4°22'55"	51.62'	675.00'	51.61'	S70°30'22"W
C222	1°21'30"	16.00'	675.00'	16.00'	S73°02'24"W
C223	6°36.00"	78.36'	675.00'	78.36'	S31°54.00"E
C224	5°40.48"	61.96'	625.00'	61.93'	S37°43.36"E
C225	5°48.15"	63.31'	625.00'	63.29'	S32°01.05"E
C226	5°48.15"	63.31'	625.00'	63.29'	S37°47.10"W
C227	5°48.15"	63.31'	625.00'	63.29'	S09°20.24"W
C228	5°48.15"	63.31'	625.00'	63.29'	S15°03.39"W
C229	5°48.15"	63.31'	625.00'	63.29'	S21°01.54"W
C230	5°48.15"	63.31'	625.00'	63.29'	S27°00.08"W
C231	5°48.15"	63.31'	625.00'	63.29'	S32°48.23"W
C232	5°48.15"	63.31'	625.00'	63.29'	S38°36.37"W
C233	5°48.15"	63.31'	625.00'	63.29'	S44°24.52"W
C234	5°47.08"	63.17'	625.00'	63.14'	S50°10.43"W
C235	10°34.58"	115.44'	625.00'	115.27'	S56°23.56"W
C236	8°13.15"	89.67'	625.00'	89.60'	S67°48.02"W
C237	8°05.09"	71.97'	510.00'	71.91'	S57°16.28"W
C238	5°47.08"	51.55'	510.00'	51.53'	S50°10.43"W
C239	5°48.15"	51.66'	510.00'	51.64'	S44°24.18"W
C240	5°48.15"	51.66'	510.00'	51.64'	S38°44.04"W
C241	5°48.15"	51.66'	510.00'	51.64'	S33°55.49"W
C242	5°48.15"	51.66'	510.00'	51.64'	S27°07.35"W
C243	5°48.15"	51.66'	510.00'	51.64'	S21°19.20"W
C244	5°48.15"	51.66'	510.00'	51.64'	S15°31.05"W
C245	5°48.15"	51.66'	510.00'	51.64'	S09°42.51"W
C246	5°48.15"	51.66'	510.00'	51.64'	S03°54.36"W
C247	5°48.15"	51.66'	510.00'	51.64'	S01°53.39"E
C248	5°48.15"	51.66'	510.00'	51.64'	S07°41.53"E
C249	7°36.00"	23.14'	510.00'	23.14'	S11°54.00"E
C250	7°06.26"	27.90'	760.00'	27.89'	N05°37.42"E
C251	3°55.07"	51.98'	760.00'	51.97'	N08°38.29"W
C252	3°55.07"	51.98'	760.00'	51.97'	N12°33.36"W
C253	1°25.32"	18.91'	760.00'	18.91'	N15°13.55"W
C254	1°25.32"	21.77'	875.00'	21.77'	N15°13.55"W
C255	3°55.07"	59.84'	875.00'	59.83'	N12°33.36"W
C256	3°55.07"	59.84'	875.00'	59.83'	N08°38.29"W
C257	7°06.26"	32.18'	875.00'	32.18'	N05°37.42"E

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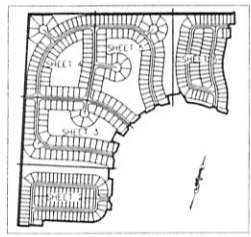
SHEET 2 THROUGH 6 DETAIL



DETAIL SHEET KEY MAP

50 25 0 50 100 150
SCALE IN FEET
SCALE: 1"=50'

LEGEND AND ABBREVIATIONS:

- ● = PERMANENT CONTROL POINT, SET NAIL & DISK "PCP LB 2936"
- ⊕ = PERMANENT CONTROL POINT, FOUND
- ■ = PERMANENT CONTROL POINT, FOUND IDENTIFICATION AS SHOWN
- □ = PERMANENT CONTROL POINT, SET 4"x 4" CONCRETE MONUMENT "PRM LB 2936"
- A = ARC LENGTH
- CB = CHORD BEARING
- CD = CHORD DISTANCE
- D = CENTRAL ANGLE
- D.E. = DRAINAGE EASEMENT
- F.D. = FUTURE DEVELOPMENT TRACT
- LB = LICENSE BUSINESS
- O.R. = OFFICIAL RECORDS BOOK
- O.S.T. = OPEN SPACE TRACT
- P.B. = PLAT BOOK
- PC = POINT OF CURVATURE
- P.D.E. = PRIVATE DRAINAGE EASEMENT
- PG. = PAGE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- P.R. = ROADWAY TRACT
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIUS
- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- S.W. = CONCRETE SIDEWALK
- U.E. = UTILITY EASEMENT
- W.M.E. = WATER MANAGEMENT EASEMENT
- W.M.T. = WATER MANAGEMENT TRACT

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CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTELAND STREET, SUITE 101, ORLANDO, FL 32804
CERTIFICATE OF AUTHORIZATION LB2936
PHONE 407 960 5980 FAX 407 960 5983 WEBSITE www.carnahan-proctor.com

CITY OF PORT ST. LUCIE PROJECT NO.: P15-118

TRADITION PLAT NO. 75

A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
AND A REPLAT OF A PORTION OF TRADITION PLAT NO. 52, RECORDED IN PLAT BOOK 69, PAGES 16 THROUGH 19 OF THE PUBLIC RECORDS ST. LUCIE COUNTY, FLORIDA
LYING WITHIN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

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PK 2

CAROL TREE COURT
PK 2

APPLE BLOSSOM TRAIL
PK 2

BUTTERWOOD COURT
PK 2

MARIGOLD AVENUE
PK 2

LIGUSTRUM DRIVE
PK 2

W.M.T.-12

W.M.T.-13

O.S.T.-12

O.S.T.-8

O.S.T.-7

LINE TABLE

LINE	LENGTH	BEARING
L1	17.50	N64°41'09"W
L8	16.09	N64°41'09"W
L12	12.29	S80°42'47"W
L13	13.84	N80°42'47"E
L14	2.55	S37°03'35"E
L15	2.55	S37°03'35"E
L16	10.00	S10°50'50"E
L17	10.00	S10°50'50"E
L18	10.00	S10°50'50"E
L19	10.00	S10°50'50"E
L21	20.00	S10°50'50"E

CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C42	95°55'51"	552.50	330.00	490.81	N57°39'43"W
C43	48°30'21"	279.37	330.00	271.11	N80°41'31"W
C44	47°25'30"	273.15	330.00	265.40	N31°43'35"W
C45	27°02'45"	236.08	500.00	233.83	S23°30'13"E
C46	28°30'39"	554.49	895.00	548.51	N83°56'44"W
C47	29°53'31"	467.09	895.00	461.74	N79°57'58"W
C53	95°55'51"	503.66	300.00	453.27	N57°39'43"W
C54	48°30'21"	253.69	300.00	246.23	N80°41'31"W
C55	47°25'30"	248.15	300.00	241.15	N31°43'35"W
C56	28°30'39"	271.31	55.00	68.75	N5°16'20"W
C57	5°19'04"	22.79	25.00	21.65	S58°13'32"E
C58	39°51'51"	246.99	355.00	242.04	N79°56'46"W
C59	27°02'45"	224.22	475.00	222.14	S23°30'13"E
C70	27°02'45"	241.87	505.00	239.53	S23°30'13"E
C71	28°36'28"	394.74	850.00	391.21	N77°59'46"W
C78	4°44'43"	74.54	900.00	74.52	N06°06'50"W
C80	6°37'29"	104.36	900.00	104.01	N02°37'56"W
C81	29°53'31"	469.09	900.00	464.01	N79°57'58"W
C83	4°59'43"	26.01	30.00	25.21	N74°28'49"W
C84	47°01'21"	24.62	30.00	23.93	N24°09'27"W
C85	4°59'43"	26.01	30.00	25.21	N55°50'24"E
C86	3°26'21"	58.24	965.00	58.23	N14°09'27"W
C87	5°19'04"	22.79	25.00	21.65	S58°13'32"E
C92	90°09'45"	41.97	30.00	38.62	S44°39'22"E
C94	83°50'15"	43.91	30.00	40.12	S38°13'57"W
C95	83°23'30"	43.66	30.00	39.91	S51°13'57"E
C96	90°00'00"	47.12	30.00	42.43	S29°03'39"W
C97	79°58'59"	41.88	30.00	38.57	S77°00'46"E
C98	79°54'53"	41.84	30.00	38.53	S77°00'46"E
C99	64°51'29"	33.96	30.00	32.18	S81°06'28"E
C100	5°19'04"	27.87	300.00	27.86	N64°41'09"W
C101	4°41'11"	49.57	605.00	49.56	N66°23'35"W
C102	4°41'11"	49.57	605.00	49.56	N61°42'24"W
C103	4°41'11"	49.57	605.00	49.56	N57°01'13"W
C104	4°41'11"	49.57	605.00	49.56	N52°20'02"W
C105	4°41'11"	49.57	605.00	49.56	N47°38'51"W
C106	4°41'11"	49.57	605.00	49.56	N42°57'40"W
C107	4°41'11"	49.57	605.00	49.56	N38°16'29"W
C108	4°41'11"	49.57	605.00	49.56	N33°35'18"W
C109	4°41'11"	49.57	605.00	49.56	N28°54'07"W
C110	4°41'11"	49.57	605.00	49.56	N24°12'56"W
C111	4°41'11"	49.57	605.00	49.56	N19°31'45"W
C112	4°41'11"	49.57	605.00	49.56	N14°50'34"W
C113	4°41'11"	49.57	605.00	49.56	N10°09'23"W
C114	4°41'11"	49.57	605.00	49.56	N5°28'12"W
C115	4°41'11"	49.57	605.00	49.56	N0°53'01"W
C116	4°05'25"	43.13	605.00	43.12	N3°49'19"E
C117	4°05'25"	43.13	605.00	43.12	N7°54'44"E
C118	4°05'25"	43.13	605.00	43.12	N12°00'09"E
C119	4°05'25"	43.13	605.00	43.12	N16°05'34"E
C120	4°05'25"	43.13	605.00	43.12	N20°10'59"E
C121	4°05'25"	43.13	605.00	43.12	N24°16'24"E
C122	4°05'25"	43.13	605.00	43.12	N28°21'49"E
C123	4°05'25"	43.13	605.00	43.12	N32°27'14"E
C124	4°05'25"	43.13	605.00	43.12	N36°32'39"E
C125	4°05'25"	43.13	605.00	43.12	N40°38'04"E
C126	4°05'25"	43.13	605.00	43.12	N44°43'29"E
C127	4°05'25"	43.13	605.00	43.12	N48°48'54"E
C128	4°05'25"	43.13	605.00	43.12	N52°54'19"E
C129	4°05'25"	43.13	605.00	43.12	N56°59'44"E
C130	4°05'25"	43.13	605.00	43.12	N61°05'09"E
C131	4°05'25"	43.13	605.00	43.12	N65°10'34"E
C132	4°05'25"	43.13	605.00	43.12	N69°15'59"E
C133	4°05'25"	43.13	605.00	43.12	N73°21'24"E
C134	4°05'25"	43.13	605.00	43.12	N77°26'49"E
C135	4°05'25"	43.13	605.00	43.12	N81°32'14"E
C136	4°05'25"	43.13	605.00	43.12	N85°37'39"E
C137	4°05'25"	43.13	605.00	43.12	N89°43'04"E
C138	4°05'25"	43.13	605.00	43.12	S86°12'29"E
C139	4°05'25"	43.13	605.00	43.12	S82°07'04"E
C140	4°05'25"	43.13	605.00	43.12	S78°01'39"E
C141	4°05'25"	43.13	605.00	43.12	S73°56'14"E
C142	4°05'25"	43.13	605.00	43.12	S69°50'49"E
C143	4°05'25"	43.13	605.00	43.12	S65°45'24"E
C144	4°05'25"	43.13	605.00	43.12	S61°39'59"E
C145	4°05'25"	43.13	605.00	43.12	S57°34'34"E
C146	4°05'25"	43.13	605.00	43.12	S53°29'09"E
C147	4°05'25"	43.13	605.00	43.12	S49°23'44"E
C148	4°05'25"	43.13	605.00	43.12	S45°18'19"E
C149	4°05'25"	43.13	605.00	43.12	S41°12'54"E
C150	4°41'11"	49.57	605.00	49.56	N37°23'30"E
C151	4°41'11"	49.57	605.00	49.56	N32°42'41"E
C152	4°41'11"	49.57	605.00	49.56	N28°01'52"E
C153	4°41'11"	49.57	605.00	49.56	N23°21'03"E
C154	4°41'11"	49.57	605.00	49.56	N18°40'14"E
C155	4°41'11"	49.57	605.00	49.56	N13°59'25"E
C156	4°41'11"	49.57	605.00	49.56	N9°18'36"E
C157	4°41'11"	49.57	605.00	49.56	N4°37'47"E
C158	4°41'11"	49.57	605.00	49.56	N0°03'02"W
C159	4°41'11"	49.57	605.00	49.56	N4°44'51"W
C160	4°41'11"	49.57	605.00	49.56	N9°26'40"W
C161	4°41'11"	49.57	605.00	49.56	N14°07'29"W
C162	4°41'11"	49.57	605.00	49.56	N18°48'18"W
C163	28°22'53"	478.31	965.00	473.43	N78°33'31"W
C164	3°57'11"	66.59	965.00	66.58	N64°27'10"W
C165	4°41'11"	78.93	965.00	78.91	N70°03'36"W
C166	4°41'11"	78.93	965.00	78.91	N75°14'41"W
C167	4°41'11"	74.51	965.00	74.49	N79°37'58"W
C168	4°05'25"	74.51	965.00	74.49	N84°33'04"W
C169	4°05'25"	74.51	965.00	74.49	N88°28'49"W
C170	2°23'23"	40.29	965.00	40.28	S88°06'36"W
C258	31°47'18"	16.64	30.00	16.42	N83°35'34"W
C259	8°21'11"	140.66	965.00	140.54	N88°34'50"W
C260	5°48'39"	17.24	170.00	17.23	S79°26'14"E
C261	22°51'09"	67.82	170.00	67.37	S84°46'11"E
C262	45°33'36"	135.17	170.00	131.68	N61°07'31"E
C263	45°33'36"	135.17	170.00	131.68	N15°33'55"E
C264	45°33'36"	135.17	170.00	131.68	N30°26'18"W
C265	45°33'36"	135.17	170.00	131.68	N75°59'36"W
C266	23°53'11"	70.88	170.00	70.36	S65°34'57"W
C267	2°00'46"	25.07	170.00	25.05	S52°50'25"W
C268	32°15'15"	34.25	25.00	13.81	N64°34'40"E
C269	46°33'36"	44.69	55.00	43.47	S54°16'48"W
C270	46°33'36"	44.69	55.00	43.47	N75°09'36"W
C271	46°33'36"	44.69	55.00	43.47	N38°26'01"W
C272	46°33'36"	44.69	55.00	43.47	N01°42'25"E
C273	46°33'36"	44.69	55.00	43.47	N45°51'01"E
C274	46°33'36"	44.69	55.00	43.47	S77°25'13"E
C278	20°56'10"	20.96	170.00	20.84	S71°11'06"E
C279	14°49'21"	49.15	190.00	49.02	S87°47'35"E
C280	14°49'21"	49.15	190.00	49.02	N77°23'05"E
C281	14°49'21"	49.15	190.00	49.02	N62°32'44"E
C282	14°49'21"	49.15	190.00	49.02	N47°44'24"E
C283	14°49'21"	49.15	190.00	49.02	N32°55'43"E
C284	14°49'21"	49.15	190.00	49.02	N18°05'42"E
C285	8°44'39"	29.75	195.00	29.72	S13°07'26"W
C286	47°57'05"	55.23	66.00	53.65	S10°09'30"E
C287	51°35'20"	62.44	66.00	60.41	S17°45'56"E
C288	51°35'20"	62.44	66.00	60.41	S33°21'16"E
C289	51°35'20"	62.44	66.00	60.41	S48°56'40"E
C290	51°35'20"	59.43	64.00	59.41	S34°21'29"E
C291	5°19'04"	49.75	525.00	49.74	S31°52'38"E
C292	5°35'01"	51.20	525.00	51.20	S26°56'40"E
C293	5°35'01"	51.20	525.00	51.20	S21°21'38"E
C294	5°35'01"	51.20	525.00	51.20	S15°45'56"E
C295	4°53'35"	45.42	525.00	45.40	S10°09'30"E
C296	0°41'26"	3.08	255.00	3.08	N00°10'43"W
C297	8°06'23"	53.43	255.00	53.39	N04°06'48"W
C298	8°06'23"	53.43	255.00	53.39	N12°13'11"W
C299	9°53'44"	56.15	255.00	56.09	N20°31'21"W
C300	14°49'21"	69.75	255.00	69.54	N34°21'38"W
C301	34°47'47"	33.40	55.00	32.89	N66°29'00"E
C302	46°33'36"	44.69	55.00	43.47	N17°47'54"E
C303	43°16'14"	41.54	55.00	40.56	N75°07'25"W
C304	41°52'20"	40.20	55.00	39.31	N57°41'42"W
C305	0°41'26"	3.08	255.00	3.08	S80°09'04"W
C306	42°34'06"	40.86	55.00	39.93	S37°30'57"W
C307	3°26'21"	58.24	965.00	58.23	N14°09'27"W
C308	5°48'39"	17.24	170.00	17.23	S79°26'14"E
C309	8°06'23"	53.43	255.00	53.39	N04°06'48"W
C310	8°06'23"	53.43	255.00	53.39	N12°13'11"W
C311	9°53'44"	56.15	255.00	56.09	N20°31'21"W
C312	0°44'19"	3.29	255.00	3.29	N30°01'31"W
C313	6°19'29"	33.80	305.00	33.78	S13°07'26"W
C314	14°49'21"	78.90	305.00	78.68	S87°47'35"E
C315	14°49'21"	78.90	305.00	78.68	N77°23'05"E
C316	14°49'21"	78.90	305.00	78.68	N62°32'44"E
C317	14°49'21"	78.90	305.00	78.68	N47°44'24"E

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- ⊕ = PERMANENT CONTROL POINT. SET NAIL & DISK "PCP LB 2936"
- ⊛ = PERMANENT CONTROL POINT FOUND
- ■ = PERMANENT CONTROL POINT FOUND CONFIRMATION AS SHOWN
- □ = PERMANENT CONTROL POINT. SET 4"x 4" CONCRETE MONUMENT "PRM LB 2936"

A = ARC LENGTH
CB = CHORD BEARING
CD = CHORD DISTANCE
Δ = CENTRAL ANGLE
D.E. = DRAINAGE EASEMENT
F.D. = FUTURE DEVELOPMENT TRACT
LB = LICENSE BUSINESS
O.R. = OFFICIAL RECORDS BOOK

O.S.T. = OPEN SPACE TRACT
P.B. = PLAT BOOK
PC = POINT OF CURVATURE
P.D.E. = PRIVATE DRAINAGE EASEMENT
PG = PAGE
PI = POINT OF INTERSECTION
PRC = POINT OF REVERSE CURVATURE
P.R. = ROADWAY TRACT

P.U.E. = PUBLIC UTILITY EASEMENT
R = RADIUS
RP = RADIUS POINT
R/W = RIGHT-OF-WAY
S.W. = CONCRETE SIDEWALK
U.E. = UTILITY EASEMENT
W.M.E. = WATER MANAGEMENT EASEMENT
W.M.T. = WATER MANAGEMENT TRACT

SCALE IN FEET
SCALE 1"=50'

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
564 COURTLAND STREET SUITE 101 ORLANDO FL 32804
CERTIFICATE OF AUTHORIZATION LB2936
PHONE 407 960 5960 FAX 407 960 5963 WEBSITE www.carnahan-proctor.com

CITY OF PORT ST. LUCIE PROJECT NO.: P15-118

TRADITION PLAT NO. 75

A PORTION OF SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
AND A REPLAT OF A PORTION OF TRADITION PLAT NO. 52, RECORDED IN PLAT BOOK 69, PAGES 16 THROUGH 19 OF THE PUBLIC RECORDS ST. LUCIE COUNTY, FLORIDA
LYING WITHIN SECTIONS 4 AND 5, TOWNSHIP 37 SOUTH, RANGE 39 EAST
CITY OF PORT ST. LUCIE, ST. LUCIE COUNTY, FLORIDA

TABLE OF CONTENTS

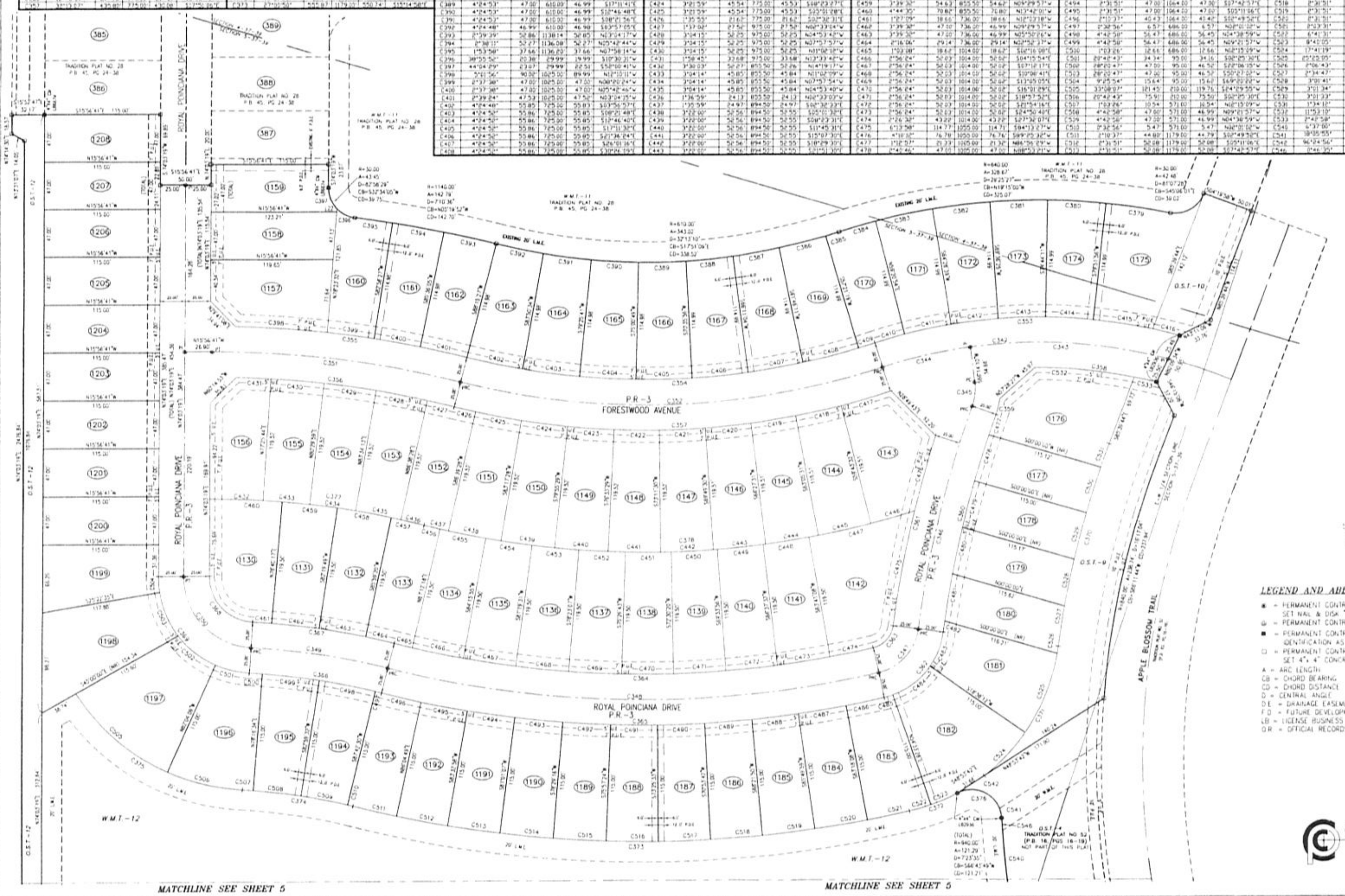
SHEET 1 COVER
SHEET 2 THROUGH 6 DETAIL

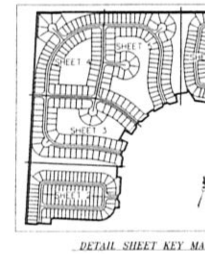
PLAT BOOK
PAGE
FILE NO.
DATE
TIME

CURVE	DELTA	ARC LENGTH	RADIUS	CHORD LENGTH	CHORD BEARING
C342	32°43'32"	285.54'	500.00'	281.67'	N17°36'04"W
C343	22°31'17"	196.54'	500.00'	195.27'	N12°30'04"W
C344	10°11'58"	89.01'	500.00'	88.89'	N28°51'41"W
C345	27°25'50"	23.94'	50.00'	23.71'	N79°57'05"E
C346	12°33'31"	225.76'	1030.00'	225.31'	S87°23'14"W
C347	70°08'09"	61.21'	50.00'	57.45'	S63°49'27"E
C348	27°00'50"	489.87'	1039.00'	485.34'	S15°14'57"E
C349	11°02'19"	136.98'	711.00'	136.77'	N07°15'42"W
C350	86°50'10"	106.09'	70.00'	96.22'	S30°38'14"W
C351	14°12'08"	247.88'	1000.00'	247.24'	N08°50'37"W
C352	32°13'07"	421.74'	750.00'	416.21'	S17°51'06"E
C353	33°15'19"	304.72'	525.00'	300.46'	N17°20'01"W
C354	32°13'07"	407.68'	725.00'	402.33'	S17°51'06"E
C355	12°56'36"	231.55'	1025.00'	231.06'	N08°12'51"W
C356	12°48'31"	217.96'	975.00'	217.51'	N08°08'49"W
C357	32°13'07"	435.80'	775.00'	430.08'	S17°51'06"E
C358	14°36'09"	121.06'	475.00'	120.73'	N09°07'58"W
C359	12°10'47"	15.94'	75.00'	15.91'	N87°34'36"E
C360	12°33'31"	220.29'	1005.00'	219.85'	S87°23'14"W
C361	10°24'12"	191.55'	1055.00'	191.28'	S86°18'33"W
C362	70°08'09"	91.81'	75.00'	86.18'	S63°49'28"E
C363	70°08'09"	30.60'	25.00'	28.73'	S63°49'28"E
C364	27°00'50"	478.08'	1014.00'	473.66'	S15°14'58"E
C365	27°00'50"	501.65'	1064.00'	497.02'	S15°14'58"E
C366	11°02'18"	132.16'	686.00'	131.96'	N07°15'43"W
C367	11°02'18"	141.80'	736.00'	141.58'	N07°15'43"W
C368	86°50'11"	68.20'	45.00'	61.86'	S30°38'14"W
C369	86°50'11"	143.98'	95.00'	130.59'	S30°38'14"W
C370	13°13'48"	205.51'	890.00'	205.05'	S87°43'22"W
C371	45°13'07"	149.95'	190.00'	146.09'	S76°16'58"E
C372	15°21'36"	50.94'	190.00'	50.78'	S36°26'11"E
C373	27°00'50"	555.87'	1179.00'	550.74'	S15°14'58"E
C374	11°02'18"	110.01'	571.00'	109.84'	N07°15'43"W
C375	53°50'50"	197.36'	210.00'	190.18'	S14°08'33"W
C376	114°30'51"	59.96'	30.00'	50.47'	N13°10'11"E
C377	14°19'45"	213.95'	855.50'	213.40'	N08°54'26"W
C378	31°23'34"	490.10'	894.50'	484.00'	S17°26'20"E
C379	5°35'45"	62.51'	640.00'	62.48'	N07°22'09"W
C380	5°07'46"	57.30'	640.00'	57.28'	N12°41'55"W
C381	5°07'46"	57.30'	640.00'	57.28'	N17°49'42"W
C382	5°07'46"	57.30'	640.00'	57.28'	N22°57'26"W
C383	5°07'46"	57.30'	640.00'	57.28'	N28°05'12"W
C384	3°18'37"	36.98'	640.00'	36.97'	N32°18'23"W
C385	1°17'07"	14.02'	625.10'	14.02'	S33°18'46"E
C386	4°23'55"	47.00'	612.20'	46.99'	S32°26'15"E
C387	4°24'20"	47.00'	611.27'	46.99'	S26°01'22"E
C388	4°24'53"	47.00'	610.00'	46.99'	S21°36'30"E
C389	4°24'53"	47.00'	610.00'	46.99'	S17°11'41"E
C390	4°24'53"	47.00'	610.00'	46.99'	S12°46'48"E
C391	4°24'53"	47.00'	610.00'	46.99'	S08°21'56"E
C392	4°24'48"	46.99'	610.00'	46.98'	S03°57'05"E
C393	2°39'39"	52.86'	1138.14'	52.85'	N03°04'17"W
C394	2°38'11"	52.27'	1136.00'	52.27'	N05°42'44"W
C395	1°53'58"	37.66'	1136.20'	37.66'	N07°58'14"W
C396	38°55'52"	20.38'	29.99'	19.99'	S10°30'21"W
C397	44°04'29"	23.07'	29.99'	22.51'	S52°00'41"W
C398	5°01'56"	90.02'	1025.00'	89.99'	N12°10'11"W
C399	2°37'38"	47.00'	1025.00'	47.00'	N08°20'24"W
C400	2°37'38"	47.00'	1025.00'	47.00'	N05°42'46"W
C401	2°29'24"	47.53'	1025.00'	47.52'	N03°04'15"W
C402	4°24'48"	55.85'	725.00'	55.83'	S03°56'57"E
C403	4°24'52"	55.86'	725.00'	55.85'	S08°21'48"E
C404	4°24'52"	55.86'	725.00'	55.85'	S12°46'40"E
C405	4°24'52"	55.86'	725.00'	55.85'	S17°11'32"E
C406	4°24'52"	55.86'	725.00'	55.85'	S21°36'24"E
C407	4°24'52"	55.86'	725.00'	55.85'	S26°01'16"E
C408	4°24'52"	55.86'	725.00'	55.85'	S30°26'19"E
C409	1°19'05"	16.68'	725.00'	16.68'	S33°10'07"E
C410	3°18'33"	30.32'	525.00'	30.32'	N32°18'23"W
C411	5°07'46"	47.00'	525.00'	46.99'	N28°05'14"W
C412	5°07'46"	47.00'	525.00'	46.99'	N22°57'20"W
C413	5°07'46"	47.00'	525.00'	46.99'	N17°49'42"W
C414	5°07'46"	47.00'	525.00'	46.99'	N12°41'56"W
C415	6°26'19"	59.00'	525.00'	58.97'	N06°54'54"W
C416	2°59'23"	27.40'	525.00'	27.39'	N02°12'03"W
C417	3°44'48"	50.77'	776.44'	50.76'	S32°08'54"E
C418	3°21'59"	45.54'	775.00'	45.53'	S28°35'23"E
C419	3°21'59"	45.54'	775.00'	45.53'	S25°13'23"E
C420	3°21'59"	45.54'	775.00'	45.53'	S21°51'24"E
C421	3°21'59"	45.54'	775.00'	45.53'	S18°29'25"E
C422	3°21'59"	45.54'	775.00'	45.53'	S15°07'25"E
C423	3°21'59"	45.54'	775.00'	45.53'	S11°45'26"E
C424	3°21'59"	45.54'	775.00'	45.53'	S08°23'27"E
C425	3°21'59"	45.54'	775.00'	45.53'	S05°01'28"E
C426	1°35'55"	21.62'	775.00'	21.62'	S02°32'31"E
C427	1°37'08"	27.56'	975.00'	27.56'	N02°33'04"W
C428	3°04'15"	52.25'	975.00'	52.25'	N04°53'42"W
C429	3°04'15"	52.25'	975.00'	52.25'	N07°57'57"W
C430	3°04'15"	52.25'	975.00'	52.25'	N11°02'12"W
C431	1°58'45"	33.68'	975.00'	33.68'	N13°33'42"W
C432	3°30'03"	52.27'	855.50'	52.26'	N14°19'17"W
C433	3°04'14"	45.85'	855.50'	45.84'	N11°02'09"W
C434	3°04'14"	45.85'	855.50'	45.84'	N07°57'54"W
C435	3°04'14"	45.85'	855.50'	45.84'	N04°53'40"W
C436	1°36'59"	24.13'	855.50'	24.13'	N02°33'07"W
C437	1°35'59"	24.97'	894.50'	24.97'	S02°32'33"E
C438	3°22'00"	52.56'	894.50'	52.55'	S05°01'32"E
C439	3°22'00"	52.56'	894.50'	52.55'	S08°23'31"E
C440	3°22'00"	52.56'	894.50'	52.55'	S11°45'31"E
C441	3°22'00"	52.56'	894.50'	52.55'	S15°07'30"E
C442	3°22'00"	52.56'	894.50'	52.55'	S18°29'30"E
C443	3°22'00"	52.56'	894.50'	52.55'	S21°51'30"E
C444	3°22'00"	52.56'	894.50'	52.55'	S25°13'29"E
C445	3°22'00"	52.56'	894.50'	52.55'	S28°35'29"E
C446	2°51'39"	44.66'	894.50'	44.66'	S31°42'18"E
C447	6°49'16"	106.49'	894.50'	106.43'	S29°43'30"E
C448	2°56'24"	45.90'	894.50'	45.89'	S24°50'40"E
C449	2°56'24"	45.90'	894.50'	45.89'	S21°54'16"E
C450	2°56'24"	45.90'	894.50'	45.89'	S18°57'52"E
C451	2°56'24"	45.90'	894.50'	45.89'	S16°01'29"E
C452	2°56'24"	45.90'	894.50'	45.89'	S13°05'05"E
C453	2°56'24"	45.90'	894.50'	45.89'	S10°08'41"E
C454	2°56'24"	45.90'	894.50'	45.89'	S07°12'17"E
C455	2°56'24"	45.90'	894.50'	45.89'	S04°15'54"E
C456	1°03'08"	16.43'	894.50'	16.43'	S02°16'08"E
C457	2°16'06"	33.87'	855.50'	33.87'	N02°52'37"W
C458	3°39'32"	54.63'	855.50'	54.62'	N05°50'26"W
C459	3°39'32"	54.63'	855.50'	54.62'	N09°29'57"W
C460	4°44'35"	70.82'	855.50'	70.80'	N13°42'01"W
C461	1°27'09"	18.66'	736.00'	18.66'	N12°03'18"W
C462	3°39'30"	47.00'	736.00'	46.99'	N09°29'57"W
C463	3°39'30"	47.00'	736.00'	46.99'	N05°50'26"W
C464	2°16'06"	29.14'	736.00'	29.14'	N02°52'37"W
C465	1°03'08"	18.62'	1014.00'	18.62'	S02°16'08"E
C466	2°56'24"	52.03'	1014.00'	52.02'	S04°15'54"E
C467	2°56'24"	52.03'	1014.00'	52.02'	S07°12'17"E
C468	2°56'24"	52.03'	1014.00'	52.02'	S10°08'41"E
C469	2°56'24"	52.03'	1014.00'	52.02'	S13°05'05"E
C470	2°56'24"	52.03'	1014.00'	52.02'	S16°01'29"E
C471	2°56'24"	52.03'	1014.00'	52.02'	S18°57'52"E
C472	2°56'24"	52.03'	1014.00'	52.02'	S21°54'16"E
C473	2°56'24"	52.03'	1014.00'	52.02'	S24°50'40"E
C474	2°26'32"	43.22'	1014.00'	43.22'	S27°32'07"E
C475	6°13'58"	114.77'	1055.00'	114.71'	S04°13'27"W
C476	4°10'12"	76.78'	1055.00'	76.76'	S09°25'32"W
C477	1°12'57"	21.33'	1005.00'	21.32'	N06°56'29"W
C478	2°40'46"	47.00'	1005.00'	47.00'	N08°53'21"W
C479	2°40'46"	47.00'	1005.00'	47.00'	S89°25'53"W
C480	2°40'46"	47.00'	1005.00'	47.00'	S87°45'57"W
C481	2°40'46"	47.00'	1005.00'	47.00'	S83°04'21"W
C482	0°37'30"	10.96'	1005.00'	10.96'	S81°25'13"W
C483	27°31'54"	36.04'	75.00'	35.69'	S85°07'35"E
C484	35°54'10"	47.00'	75.00'	46.23'	S53°24'33"E
C485	6°42'04"	8.77'	75.00'	8.77'	S32°06'25"E
C486	2°03'31"	38.23'	1064.00'	38.23'	S27°43'38"E
C487	2°31'51"	47.00'	1064.00'	47.00'	S25°25'57"E
C488	2°31'51"	47.00'	1064.00'	47.00'	S22°54'05"E
C489	2°31'51"	47.00'	1064.00'	47.00'	S20°22'14"E
C490	2°31'51"	47.00'	1064.00'	47.00'	S17°50'23"E
C491	2°31'51"	47.00'	1064.00'	47.00'	S15°18'31"E
C492	2°31'51"	47.00'	1064.00'	47.00'	S12°46'40"E
C493	2°31'51"	47.00'	1064.00'	47.00'	S10°14'49"E
C494	2°31'51"	47.00'	1064.00'	47.00'	S07°42'57"E
C495	2°31'51"	47.00'	1064.00'	47.00'	S05°11'06"E
C496	2°10'37"	40.43'	1064.00'	40.42'	S02°49'52"E
C497	0°32'56"	6.57'	686.00'	6.57'	N02°01'02"W
C498	4°42'58"	56.47'	686.00'	56.45'	N04°38'59"W
C499	4°42'58"	56.47'	686.00'	56.45'	N09°21'57"W
C500	1°03'26"	12.66'	686.00'	12.66'	N12°15'09"W
C501	20°42'43"	34.34'	95.00'	34.16'	S02°25'30"E
C502	28°20'47"	47.00'	95.00'	46.52'	S22°06'15"W
C503	28°20'47"	47.00'	95.00'	46.52'	S50°27'02"W
C504	9°25'54"	15.64'	95.00'	15.62'	S69°20'22"W
C505	33°08'07"	121.45'	210.00'	119.76'	S24°29'55"W
C506	20°42'43"	75.91'	210.00'	75.50'	S02°25'30"E
C507	1°03'26"	10.54'	571.00'	10.54'	N12°15'09"W
C508	4°42'58"	47.00'	571.00'	46.99'	N09°21'57"W
C509	4°42'58"	47.00'	571.00'	46.99'	N04°38'59"W
C510	0°32'56"	5.47'	571.00'	5.47'	N02°01'02"W
C511	2°10'37"	44.80'	1179.00'	44.79'	S02°49'52"E
C512	2°31'51"	52.08'	1179.00'	52.08'	S05°11'06"E
C513	2°31'51"	52.08'	1179.00'	52.08'	S07°42'57"E
C514	2°31'51"	52.08'	1179.00'	52.08'	S10°14'49"E
C515	2°31'51"	52.08'	1179.00'	52.08'	S12°46'40"E
C516	2°31'51"	52.08'	1179.00'	52.08'	S15°18'31"E
C517	2°31'51"	52.08'	1179.00'	52.08'	S17°50'23"E
C518	2°31'51"	52.08'	1179.00'	52.08'	S20°22'14"E
C519	2°31'51"	52.08'	1179.00'	52.08'	S22°54'05"E
C520	2°31'51"	52.08'	1179.00'	52.08'	S25°25'57"E
C521	2°03'31"	42.36'	1179.00'	42.36'	S27°43'38"E
C522	6°41'31"	22.19'	190.00'	22.18'	[illegible]
C523	8°40'05"	28.74'	190.00'	28.72'	[illegible]
C524	17°41'19"	58.66'	190.00'	58.43'	[illegible]
C525	25°25'05"	84.29'	190.00'	83.60'	[illegible]
C526	2°06'43"	7.00'	190.00'	7.00'	[illegible]
C527	2°34'47"	40.07'	890.00'	40.07'	[illegible]
C528	3°01'41"	47.04'	890.00'	47.03'	[illegible]
C529	3°01'34"	47.01'	890.00'	47.00'	[illegible]
C530	3°01'33"	47.00'	890.00'	47.00'	[illegible]
C531	1°34'12"	24.39'	890.00'	24.39'	[illegible]
C532	11°53'10"	98.54'	475.00'	98.36'	[illegible]
C533	2°42'58"	22.52'	475.00'	22.52'	[illegible]
C540	6°37'00"	108.55'	940.00'	108.49'	S64°28'38"W
C541	18°05'55"	9.48'	30.00'	9.44'	N61°22'39"E
C542	96°24'56"	50.48'	30.00'	44.73'	N04°07'14"E
C546	0°46'35"	12.74'	940.00'	12.74'	S70°08'19"W

LINE TABLE

LINE	LENGTH	BEARING
L22	3.08'	S78°23'32"W





DETAIL SHEET KEY MAP

SCALE IN FEET
SCALE 1"=50'

LEGEND AND ABBREVIATIONS:

- ● = PERMANENT CONTROL POINT, SET NAIL & DISK "PCP LB 2936"
- ⊕ = PERMANENT CONTROL POINT, FOUND
- ■ = PERMANENT CONTROL POINT, FOUND IDENTIFICATION AS SHOWN
- □ = PERMANENT CONTROL POINT, SET 4"x 4" CONCRETE MONUMENT "PRM LB 2936"
- A = ARC LENGTH
- CB = CHORD BEARING
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- PG = PAGE
- PI = POINT OF INTERSECTION
- PRC = POINT OF REVERSE CURVATURE
- P.R. = ROADWAY TRACT
- P.U.E. = PUBLIC UTILITY EASEMENT
- R = RADIUS
- RP = RADIUS POINT
- R/W = RIGHT-OF-WAY
- S.W. = CONCRETE SIDEWALK
- U.E. = UTILITY EASEMENT
- W.M.E. = WATER MANAGEMENT EASEMENT
- W.M.T. = WATER MANAGEMENT TRACT

"Notice": This plat, as recorded in its graphic form, is the official depiction of the subdivided lands described herein and will in no circumstances be supplanted in authority by any other graphic or digital form of the plat. There may be additional restrictions that are not recorded on this plat that may be found in the public records of this county.

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTLAND STREET, SUITE 101, ORLANDO, FL 32804
CERTIFICATE OF AUTHORIZATION: LB2936
PHONE: 407-960-5980 FAX: 407-960-5983 WEBSITE: www.carnahan-proctor.com

CITY OF PORT ST. LUCIE PROJECT NO.: P15-118

VITALIA AT TRADITION
Residential Parcel - Phase 4

FINAL ENGINEERING PLANS

TRADITION PLAT NO. 75

City of Port St. Lucie
DATE ISSUED: JULY 2015
REVISED ISSUED: OCTOBER 13, 2015

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
604 COURTLAND STREET - SUITE # 101 - ORLANDO, FL 32804
PHONE: (407)960-5980 FAX: (407)960-5983 WEB: www.carnahan-proctor.com
PROJECT NO. 120409

LOCATION MAP
NOT TO SCALE

Owner:
AV Homes, Inc.
5323 Millenia Lakes Blvd., Suite 200
Orlando, FL. 32839
(407) 933-5000

Development Team:

Civil Engineering Design & Surveyor:
Carnahan Proctor Cross, Inc.
604 Courtland Street, Suite 101
Orlando, Fl. 32804
(407) 960-5980

Landscape Architect:
3D Trees
6350 New Hope Road
Orlando, Fl. 32824
(321) 281-1335

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NO	DATE	BY	CK'D	REVISIONS	SHEETS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS	
2	09-11-15	DP	MB	REVISED PER PSL SPRC COMMENTS	
1	07-31-15	DP	MB	REVISED PER PSL SPRC COMMENTS	

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CALL SUNSHINE
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FIRST CALL OF FLORIDA
1-800-227-3385
FOR FLORIDA POWER AND LIGHT CO.

ENGINEER IN CHARGE:
MURRY A. BULLION, P.E.
FLORIDA PE No. 42340

CARNAHAN, PROCTOR, CROSS, INC
CERT. OF AUTH. NO. 2936

ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PSL PROJECT NO. P15-118

MURRY A. BULLION — LICENSE — NO. 42340 — STATE OF FLORIDA — PROFESSIONAL ENGINEER

GENERAL NOTES

1. BENCHMARKS FOR CONSTRUCTION HAVE BEEN PROVIDED ON THE BOUNDARY AND TOPOGRAPHIC SURVEY, SHEETS G001-G005.

2. DATUM CONVERSION: NGVD 29 DATUM - 1.64 = NAVD 88 DATUM.

3. ALL LABOR, MATERIALS, AND METHODS OF CONSTRUCTION SHALL BE IN STRICT ACCORDANCE WITH THE MINIMUM ENGINEERING AND CONSTRUCTION STANDARDS ADOPTED BY THE CITY OF PORT ST. LUCIE, FDOT STANDARDS, AND THE CONSTRUCTION PLANS AND SPECIFICATIONS. WHERE CONFLICTS EXIST, THE CITY OF PORT ST. LUCIE'S STANDARDS SHALL DICTATE. CONTRACTOR SHALL BRING ALL CONFLICTS TO THE ATTENTION OF THE ENGINEER. SUBSTITUTIONS AND DEVIATION FROM PLANS AND SPECIFICATIONS SHALL BE PERMITTED ONLY WHEN WRITTEN APPROVAL HAS BEEN ISSUED BY THE ENGINEER.

4. SHOP DRAWINGS OF ALL MATERIALS BEING USED SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE ENGINEER WILL THEN FORWARD THE DRAWINGS TO THE CITY OF PORT ST. LUCIE FOR THEIR APPROVAL. WATER AND SEWER DRAWINGS SHALL BE FORWARDED BY THE ENGINEER TO THE UTILITY COMPANIES FOR THEIR APPROVAL.

5. IT WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL REQUIRED PERMITS ARE OBTAINED AND IN HAND BEFORE BEGINNING ANY CONSTRUCTION. NO CONSTRUCTION OR FABRICATION OF ANY ITEM SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED ALL PLANS AND ANY OTHER DOCUMENTATION FROM ALL OF THE PERMITTING AND ANY OTHER REGULATORY AUTHORITIES. ANY PENALTIES, STOP WORK ORDERS OR ADDITIONAL WORK RESULTING FROM THE CONTRACTOR BEING IN VIOLATION OF THE REQUIREMENTS ABOVE SHALL BE FULLY BORNE BY THE CONTRACTOR.

6. THE LOCATION OF ALL EXISTING UTILITIES AND STORM DRAINAGE SHOWN ON THE PLANS HAVE BEEN DETERMINED FROM THE BEST INFORMATION AVAILABLE AND ARE GIVEN FOR THE CONVENIENCE OF THE CONTRACTOR. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR INACCURACY. PRIOR TO THE START OF ANY CONSTRUCTION ACTIVITY, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE VARIOUS UTILITIES AND TO MAKE THE NECESSARY ARRANGEMENTS FOR ANY RELOCATION OF THESE UTILITIES WITH THE OWNER OF THE UTILITY. THE CONTRACTOR SHALL EXCERCISE CAUTION WHEN CROSSING UNDERGROUND UTILITIES, WHETHER SHOWN ON THE PLAN OR LOCATED BY THE UTILITY COMPANY. ALL UTILITIES WHICH INTERFERE WITH THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER FIRST. ANY FEES ASSOCIATED WITH UTILITY RELOCATIONS SHALL BE BORNE BY THE CONTRACTOR. IT IS THE CONTRACTOR'S RESPONSIBILITY TO INSURE UTILITIES ARE RELOCATED IN ACCORDANCE WITH RESPECTIVE UTILITY COMPANY STANDARDS. IT IS REQUESTED THAT UTILITY COMPANIES MOVE THEIR PARTICULAR UTILITIES. ANY DELAY OR INCONVENIENCE CAUSED TO THE CONTRACTOR BY THE RELOCATION OF THE VARIOUS UTILITIES SHALL BE INCIDENTAL TO THE CONTRACT AND NO EXTRA COMPENSATION WILL BE ALLOWED.

7. AN ONSITE PRECONSTRUCTION MEETING SHALL BE HELD BETWEEN ALL JURISDICTIONAL ENTITIES, INCLUDING, BUT NOT LIMITED TO, CITY OF PORT ST. LUCIE, SFWMD, THE UTILITY COMPANIES, ST. LUCIE COUNTY, THE ENGINEER OF RECORD AND THE GENERAL CONTRACTOR PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

8. THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND, INCLUDING LANDSCAPE IRRIGATION SPRINKLERS, SHALL BE PLACED BENEATH THE PAVEMENT AND ITS EDGES PRIOR TO THE CONSTRUCTION OF THE PAVEMENT. THE PAVEMENT SHALL NOT BE CUT WITHOUT PRIOR APPROVAL OF THE ENGINEER.

9. THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION AND AT LEAST 48 HOURS BEFORE REQUIRING INSPECTION ON EACH AND EVERY PHASE OF WORK. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS NOTICE PRIOR TO ANY SCHEDULED TESTING. FINAL TESTING OR PRESSURE TESTING WILL NOT BE ACCEPTED UNLESS WITNESSED BY THE ENGINEER'S REPRESENTATIVE.

10. ALL CONTRACTORS, CITY AND COUNTY REPRESENTATIVES, AND UTILITY COMPANIES ARE RESPONSIBLE FOR THEIR RESPECTIVE SURVEYING AND LAYOUT FROM BENCHMARKS PROVIDED ON THE CONSTRUCTION PLANS. ANY SURVEY MONUMENTATION DISTURBED DURING CONSTRUCTION SHALL BE REPLACED UPON COMPLETION OF THE WORK BY A REGISTERED LAND SURVEYOR, LICENSED IN THE STATE OF FLORIDA.

11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PREVENTING ANY CONSTRUCTION ACTIVITIES FROM TAKING PLACE OUTSIDE THE LIMITS OF CONSTRUCTION. ANY ON SITE OR OFFSITE AREAS DISTURBED SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER.

12. THE CONTRACTOR SHALL MAINTAIN A CURRENT SET OF CONSTRUCTION PLANS AND ALL PERMITS ON THE JOB SITE DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL PROVIDE FIVE (5) SETS OF AS BUILT DRAWINGS PREPARED BY A REGISTERED LAND SURVEYOR LICENSED BY THE STATE OF FLORIDA TO THE ENGINEER OF RECORD WITHIN TWO (2) WEEKS AFTER CONSTRUCTION HAS BEEN COMPLETED ON EACH PHASE. UTILITY AS BUILTS SHALL COMPLY WITH THE CITY OF PORT ST. LUCIE'S UTILITY STANDARDS MANUAL (LATEST EDITION).

13. ALL DEWATERING COSTS ASSOCIATED WITH THE INSTALLATION AND CONSTRUCTION OF THE UNDERGROUND UTILITIES, STORMWATER PIPES AND MANHOLES, SANITARY SEWER MAINS, MANHOLES, AND STORMWATER MANAGEMENT SYSTEMS SHALL BE INCLUDED AS PART OF THE CONSTRUCTION BID COSTS.

14. PLANS AND SPECIFICATIONS REQUIRE THAT COMPACTED BACKFILL BE PLACED ALONG SIDE OF AND OVER ALL UTILITIES. THE ENGINEER MAY REQUIRE THAT COMPACTION TESTS BE TAKEN TO VERIFY BACKFILL COMPACTION. THE COST OF SUCH COMPACTION TESTS WILL BE BORNE BY THE CONTRACTOR.

15. CONTRACTOR SHALL PERFORM HIS DUTIES IN SUCH MANNER THAT WILL NOT IMPACT, HINDER OR DETER ANY ON GOING OPERATIONS ON THE ADJACENT PROPERTIES.

16. FOR MAINTENANCE OF TRAFFIC ISSUES, THE CONTRACTOR SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD, CURRENT EDITION) AND FDOT'S ROADWAY AND TRAFFIC DESIGN STANDARDS, INDEX 600-670, AS APPLICABLE (CURRENT EDITION).

17. PIPE BACKFILL - REQUIREMENTS FOR PIPE BACKFILL CROSSING ROADS OR PARKING AREAS SHALL BE DEFINED IN THE F.D.O.T. SPECIFICATIONS, LATEST EDITION. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (AASHTO) T-99 SPECIFICATIONS.

18. UTILITIES - IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER PRIOR TO CONSTRUCTION OF ANY DEVIATION OF UTILITY LOCATIONS FROM WHAT IS SHOWN ON THE PLANS.

19. STORM SEWER PIPE SHALL BE PAID BASED ON MEASUREMENT FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

20. WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, SAID EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL SILT AND OTHER DEBRIS PRIOR TO SAID CONNECTIONS BEING MADE. AND WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEARED AND REGRADED AS NECESSARY TO RESTORE THEM TO AN APPROVED DESIGN SECTION. SYSTEMS ARE TO BE CLEANED AND/OR GRADED TO THE POINT OF LEGAL POSITIVE OUTFALL.

21. ALL PIPE LENGTHS AND CENTERLINE SLOPE LENGTHS SHOWN ON THESE DRAWINGS ARE SCALED DISTANCES. THE CONTRACTOR SHALL CONFIRM MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK.

22. INLETS AND MANHOLES - ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FDOT STANDARDS SPECIFICATIONS, LATEST EDITION AND ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, AND CITY OF PORT ST. LUCIE STANDARDS, LATEST EDITION. ALL INLETS REQUIRE THE GRATE TO BE SECURED TO THE BASIN WITH A CHAIN.

23. REINFORCED CONCRETE PIPE - THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF CLASS III OF ASTM C-76 AND WITH THE FDOT SPECIFICATIONS, LATEST EDITION. THE FIRST JOINT OF PIPE ENTERING OR LEAVING A MANHOLE OR INLET AND ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER FDOT SPECIFICATIONS AND STANDARDS.

24. ALL PAVING AND DRAINAGE WORK SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE CITY OF PORT ST. LUCIE LATEST STANDARDS.

25. ANY EXISTING ROADWAY AND/OR UTILITY THAT IS DAMAGED BY THE CONTRACTOR SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.

26. SUBGRADE - SHALL BE COMPACTED AS NOTED ON THE PLANS AND MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE AASHTO T-180 SPECIFICATIONS. SUBGRADE SHALL EXTEND 12" BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR 6" BEYOND VALLEY GUTTER, TYPE "F" CURB & GUTTER OR MIAMI CURB & GUTTER. SUBGRADE SHALL BE 12" THICK COMPACTED TO 98% ACCORDING TO AASHTO T-180. ALL MUCK, STUMPS, ROOTS OR OTHER DELETERIOUS MATTER ENCOUNTERED IN THE PREPARATION OF THE SUBGRADE SHALL BE REMOVED COMPLETELY FROM THE CENTERLINE OF THE ROADWAY TO A WIDTH OF 10 FEET BEYOND THE EDGE OF PAVEMENT. IF SUBGRADE IS REQUIRED TO BE STABILIZED, THE REQUIRED BEARING VALUE DETERMINATIONS SHALL BE MADE BY THE LIMEROCK BEARING RATIO TEST METHOD "D" OF AASHTO T-180 SPECIFICATIONS.

27. BASE - BASE MATERIAL SHALL BE COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180 SPECIFICATIONS AND AS CALLED FOR IN FDOT SPECIFICATIONS, LATEST EDITION. BASE SHALL BE PLACED AND COMPACTED IN TWO (2) EQUAL LAYERS.

28. PRIME COAT - BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.25 GALLONS PER SQUARE YARD, UNLESS A LOWER RATE IS DIRECTED BY THE ENGINEER.

29. TACK COAT - BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER.

30. SURFACE COURSE - ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FDOT SPECIFICATIONS, LATEST EDITION. THE MINIMUM COMPACTED THICKNESS TO BE NOTED ON THE PLANS.

31. PAVEMENT MARKINGS - SHALL BE IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS (MUTCD, LATEST EDITION) AND THE CITY OF PORT ST. LUCIE STANDARDS.

32. CONCRETE - ALL CONCRETE SHALL DEVELOP 2500 PSI (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FDOT SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 PSI (MINIMUM) 28 DAY COMPRESSIVE STRENGTH.

33. CONTRACTOR SHALL OBTAIN ALL REQUIRED DEWATERING PERMITS FROM THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND SHALL BEAR ALL ASSOCIATED COSTS.

34. ALL SLEEVES SHALL BE SCHEDULE 80 AND BE PLACED AT 0.00% SLOPE WITH TOP OF PIPE 3.0' BELOW PROFILE GRADE. ENDS OF PIPE SHALL HAVE METAL LOCATORS INSTALLED.

35. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

36. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS TURBIDITY CURTAINS, SILT BARRIERS, AND HAY BALES WHERE NECESSARY IN ORDER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL WATER QUALITY STANDARDS.

37. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS PRIOR TO THE BID PROCESS TO DETERMINE THE METHODS AND EXTENT DEWATERING NECESSARY (IF ANY) AND SHALL INCLUDE METHODS AND COSTS ASSOCIATED WITH DEWATERING IN THE BID.

38. CLEAN UP - THE CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE FREE OF RUBBISH AND WASTE MATERIALS AND RESTORE TO THEIR ORIGINAL CONDITION THOSE PORTIONS OF THE SITE NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS. CLEAN UP AND RESTORATION SHALL BE ACCOMPLISHED ON A CONTINUING BASIS THROUGHOUT THE CONTRACT PERIOD AND IN SUCH A MANNER AS TO MAINTAIN A MINIMUM OF NUISANCE AND INTERFERENCE TO THE GENERAL PUBLIC AND RESIDENTS IN THE VICINITY OF THE WORK. THE CONTRACTOR SHALL ALSO REMOVE, WHEN NO LONGER NEEDED, ALL TEMPORARY STRUCTURES AND EQUIPMENT USED IN HIS OPERATIONS. IT IS THE INTENT OF THIS SPECIFICATION THAT THE CONSTRUCTION AREA AND THOSE OTHER AREAS NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AS NEARLY AS POSSIBLE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION.

39. FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARDS AND SPECIFICATIONS REFERENCED WITHIN THESE CONSTRUCTION PLANS ARE AVAILABLE AT WWW.DOT.STATE.FL.US.

EARTHWORK AND SITEWORK

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY TESTING TO ASSURE THAT THE PROPER COMPACTION HAS BEEN ACHIEVED ON THE SUBGRADE, BASE, AND ALL OTHER PERTINENT AREAS THAT HAVE BEEN COMPLETED. THE CONTRACTOR SHALL BEAR ALL COSTS ASSOCIATED WITH TESTING AND RETESTING OF THE AREAS AND SHALL PROVIDE THE OWNER AND THE ENGINEER WITH COPIES OF THE CERTIFICATION OF COMPACTION FROM THE TESTING COMPANY.

2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE EXISTING SITE CONDITIONS OF SOIL PRIOR TO BIDDING TO DETERMINE IF ANY OFF SITE MATERIALS WILL NEED TO BE IMPORTED TO ACHIEVE THE GRADES SPECIFIED ON THE PLANS.

3. ALL EXCESS FILL FROM SITE SHALL BE STOCKPILED BY THE CONTRACTOR IN A LOCATION DETERMINED BY THE OWNER OR THE OWNER'S REPRESENTATIVE AND THE ENGINEER.

4. CLEAR AREAS INDICATED SHALL BE COMPLETELY CLEAR OF ALL TIMBER, BRUSH, STUMPS, ROOTS, GRASS, WEEDS, RUBBISH AND ALL OTHER DEBRIS AND OBSTRUCTIONS RESTING ON OR PROTRUDING THROUGH THE SURFACE OF THE GROUND.

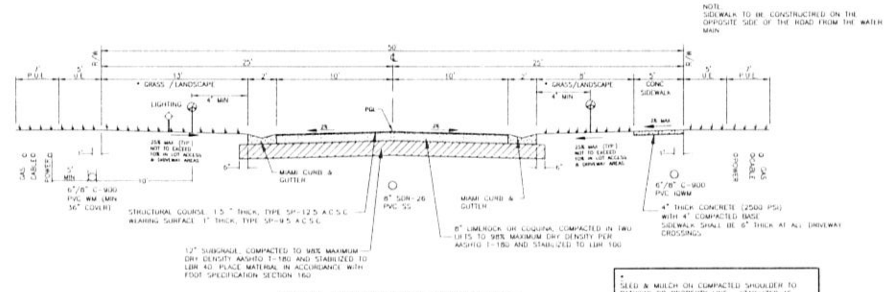
5. PRIOR TO BID PREPARATION, THE CONTRACTOR MUST BECOME FAMILIAR WITH THE OVERALL SITE CONDITIONS AND PERFORM ADDITIONAL INVESTIGATIONS AS DETERMINED NECESSARY TO UNDERSTAND THE LIMIT AND DEPTH OF EXPECTED ORGANIC SILT PLAT AREAS, ADEQUACY OF EXISTING MATERIALS AS FILL, DEWATERING REQUIREMENTS, CLEAN FILL REQUIRED FROM OFFSITE, AND MATERIALS TO BE DISPOSED OF OFFSITE, ALL OF WHICH WILL AFFECT THEIR PRICING. ANY DELAY, INCONVENIENCE OR EXPENSE CAUSED TO THE CONTRACTOR DUE TO INADEQUATE INVESTIGATION OF EXISTING CONDITIONS SHALL BE INCIDENTAL TO THE CONTRACT, AND NO EXTRA COMPENSATION WILL BE ALLOWED. THE MATERIALS ANTICIPATED TO BE ENCOUNTERED DURING CONSTRUCTION MAY REQUIRE DRYING PRIOR TO USE AS BACKFILL AND THE CONTRACTOR MAY HAVE TO IMPORT MATERIALS, AT NO EXTRA COST, FROM OFFSITE TO MEET THE REQUIREMENTS FOR COMPACTION AND PROPER FILL.

6. THE CONTRACTOR MUST INSTALL AND MAINTAIN GRASS, SEED AND MULCH, OR SOD ON EXPOSED SLOPES WITHIN 48 HOURS OF COMPLETED FINAL GRADES, AND AT ANY OTHER TIME AS NECESSARY TO PREVENT EROSION, SEDIMENTATION OR TURBID DISCHARGES TO ANY DOWNSTREAM WATER BODY, WETLAND OR OFFSITE PROPERTY. SODDING ON SLOPES 3:1 AND STEEPER SHALL BE STAKED.

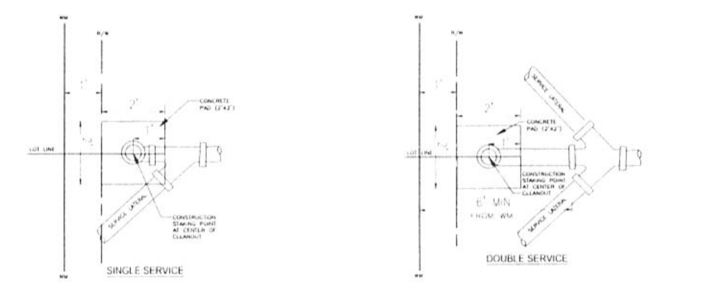
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROJECT COMPLYING WITH APPLICABLE STATE WATER QUALITY STANDARDS DURING CONSTRUCTION AS SPECIFIED IN THE PERMITS. ALL WATER AND WIND EROSION SHALL BE MINIMIZED AS DEFINED IN THE SPECIFICATIONS AND PERMITS. THE SPECIFICATIONS PROVIDE ONLY A MINIMUM REQUIREMENT FOR EROSION AND SEDIMENTATION CONTROL. IT IS THE CONTRACTOR'S RESPONSIBILITY TO IMPLEMENT CONTROL MEASURES NOT SHOWN IN THE SPECIFICATIONS. ALL COSTS ASSOCIATED WITH TURBIDITY CONTROL AND SEDIMENT STABILIZATION SHALL BE BORNE BY THE CONTRACTOR.

8. THE CONTRACTOR SHALL SEED AND MULCH ALL AREAS DISTURBED BY CONSTRUCTION UNLESS SODDING, OR OTHER MORE READILY EFFECTIVE STABILIZATION PRACTICES ARE SPECIFIED ON THE PLANS.

9. CLEARING AND GRUBBING SHALL BE DISPOSED IN A LEGAL FASHION. PRIOR TO ANY BURNING, THE CONTRACTOR SHALL OBTAIN ALL NECESSARY PERMITS FROM THE APPLICABLE REGULATORY AGENCIES.



TYPICAL ROAD SECTION - LOCAL STREET



SINGLE SERVICE

DOUBLE SERVICE

SANITARY SEWER SERVICE LOCATIONS

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

General Notes / Typical Section

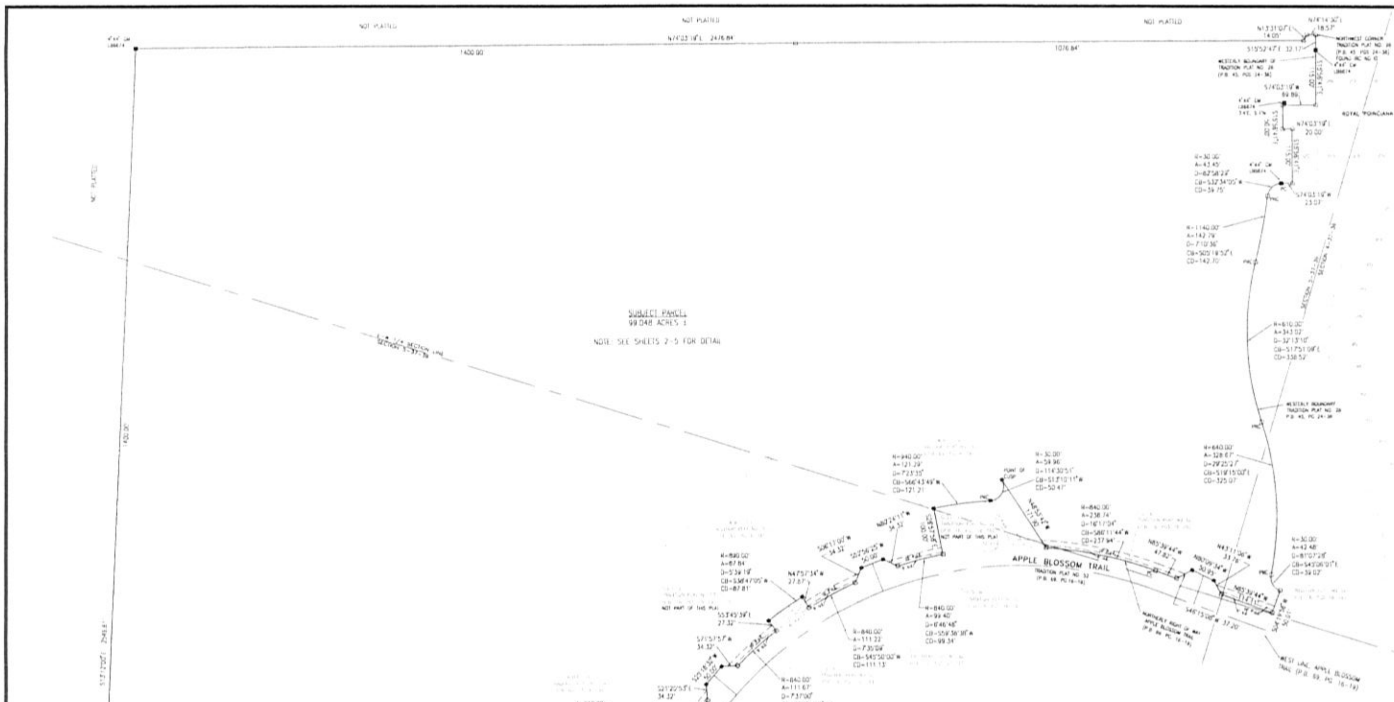
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

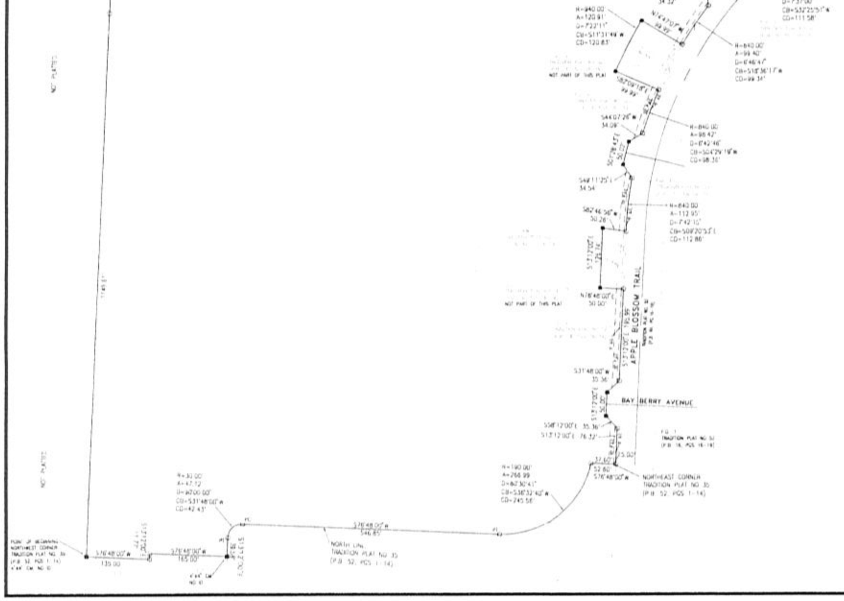
CPC AUTH. NO. 00002936 — FILE NO. 120409

SCALE: AS SHOWN
DATE: July 2015
DRAWN BY: KH
CHECKED BY: DP
DESIGNED BY:

C002

MURRAY A. BULLION, LICENSE NO. 42340, STATE OF FLORIDA, PROFESSIONAL ENGINEER, Sep. 18, 2015



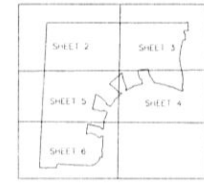


LEGAL DESCRIPTION:

A portion of Sections 4 and 5, Township 37 South, Range 39 East, St. Lucie County, Florida and a portion of the Plat of Tradition Plat No. 52, as recorded in Plat Book 69, Pages 16 through 19 of the Public Records of St. Lucie County, Florida, said lands being more particularly described as follows:

Begin at the Northwest corner of Tradition Plat No. 35, as recorded in Plat Book 52, Pages 1 through 14 of the Public Records of St. Lucie County, Florida; thence N.13°12'00"W., a distance of 2549.61 feet; thence N.74°03'19"E., a distance of 2476.84 feet; thence N.13°31'07"E., a distance of 14.05 feet; thence N.74°14'30"E., a distance of 18.57 feet to the Northwest corner of the Plat of Traditions Plat No. 28, as recorded in Plat Book 45, Pages 24 through 38 of said Public Records; thence along the Westerly boundary of Tradition Plat No. 28 the following 13 courses: S.15°52'47"E., a distance of 32.17 feet; thence S.15°56'41"E., a distance of 115.00 feet; thence S.74°03'19"W., a distance of 69.89 feet; thence S.15°56'41"E., a distance of 50.00 feet; thence N.74°03'19"E., a distance of 20.00 feet; thence S.15°56'41"E., a distance of 115.00 feet; thence S.74°03'19"W., a distance of 23.07 feet to the point of curvature of a curve concave Southerly, having a radius of 30.00 feet; thence along the arc of said curve through a central angle of 82°58'29" for an arc length of 43.45 feet to a point of reverse curvature of a curve concave Westerly, having a radius of 1140.00 feet; thence along the arc of said curve through a central angle of 7°10'36" for an arc length of 142.79 feet to the point of reverse curvature of a curve concave Easterly, having a radius of 610.00 feet; thence along the arc of said curve through a central angle of 32°13'10" for an arc length of 343.02 feet to the point of reverse curvature of a curve concave Westerly, having a radius of 640.00 feet; thence along the arc of said curve through a central angle of 29°25'27" for an arc length of 328.67 feet to a point of reverse curvature of a curve concave Easterly, having a radius of 30.00 feet; thence along the arc of said curve through a central angle of 81°07'28", for an arc length of 42.48 feet to a point; thence S.04°19'58"W., a distance of 50.01 feet to the Northerly right of way line of Apple Blossom Trail as shown on aforementioned plat of Tradition Plat No. 52; thence along the Northerly right of way line the following 6 courses, N.85°39'44"W., a distance of 114.11 feet; thence N.43°11'06"W., a distance of 33.76 feet; thence N.80°09'34"W., a distance of 50.95 feet; thence S.46°15'08"W., a distance of 37.20 feet; thence N.85°39'44"W., a distance of 47.82 feet to the point of curvature of a curve concave Southerly, having a radius of 840.00 feet; thence along the arc of said curve through a central angle of 16°17'04" for an arc length of 238.74 feet; thence leaving said Northerly right of way line, N.48°53'42"W., a distance of 171.90 feet to the point of cusp of a non-tangent curve concave to the Northeast, having a radius of 30.00 feet, a chord bearing of S.13°10'11"W., and a chord length of 50.47 feet; thence along the arc of said curve through a central angle of 114°30'51" for an arc length of 59.96 feet to the point of reverse curvature of a curve concave Southeasterly, having a radius of 940.00 feet, a chord bearing of S.66°43'49"W., and a chord length of 121.21 feet; thence along the arc of said curve through a central angle of 7°23'35", for an arc length of 121.29 feet to a point; thence S.26°57'58"E., a distance of 100.00 feet to a point on a non-tangent curve concave Southeasterly having a radius of 840.00 feet, a chord bearing of S.59°38'38"W., and a chord length of 99.34 feet, said point also being on the Northerly right of way line of Apple Blossom Trail; thence along the Northerly right of way line following 5 courses; run along the arc of said curve through a central angle of 06°46'48"; for an arc length of 99.40 feet; thence N.80°24'11"W., a distance of 34.32 feet; thence S.52°56'25"W., a distance of 50.00 feet; thence S.06°17'00"W., a distance of 34.32 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 840.00 feet, a chord bearing of S45°50'00"W., and a chord length of 111.13 feet; thence along the arc of said curve through a central angle of 7°35'09", for an arc length of 111.22 feet; thence leaving said Northerly right of way line, N.47°57'34"W., a distance of 27.87 feet to a point on a non-tangent curve concave to the Southeast, having a radius of 890.00 feet, a chord bearing of S.38°47'05"W., and a chord length of 87.81 feet; thence along the arc of said curve through a central angle of 05°39'19", for an arc length of 87.84 feet; thence S.53°45'39"E., a distance of 27.32 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 840.00 feet, a chord bearing of S.32°25'51"W., and a chord length of 111.58 feet, said point also being on the Northerly right of way line of Apple Blossom Trail; thence along the Northerly right of way line the following 5 courses, run along the arc of said curve through a central angle of 7°37'00", for an arc length of 111.67 feet; thence S.71°57'57"W., a distance of 34.32 feet; thence S.25°18'32"W., a distance of 50.00 feet; thence S.21°20'53"E., a distance of 34.32 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 840.00 feet, a chord bearing of S.18°36'17"W., and a chord length of 99.34 feet; thence along the arc of said curve through a central angle of 6°46'47" for an arc length of 99.40 feet; thence leaving said Northerly right of way line, N.74°47'07"W., a distance of 99.99 feet to a point on a non-tangent curve concave Southeasterly, having a radius of 940.00 feet, a chord bearing of S.11°31'49"W., and a chord length of 120.83 feet; thence along the arc of said curve through a central angle of 7°22'11" for an arc length of 120.91 feet; thence S.82°09'18"E., a distance of 99.99 feet to a point on a non-tangent curve concave Southeasterly having a radius of 840.00 feet, a chord bearing of S.04°29'19"W., and a chord length of 98.36 feet, said point also being on the Northerly right of way line of Apple Blossom Trail; thence along the Northerly right of way line the following 5 courses, run along the arc of said curve through a central angle 6°42'46" for an arc length of 98.42 feet; thence S.44°07'26"W., a distance of 34.09 feet; thence S.01°28'43"E., a distance of 50.02 feet; thence S.49°11'25"E., a distance of 34.54 feet to a point on a non-tangent curve concave Easterly, having a radius of 840.00 feet, a chord bearing of S.09°20'53"E., and a chord length of 112.86 feet; thence along the arc of said curve through a central angle of 7°42'15" for an arc length of 112.95 feet; thence leaving said right of way line, S.82°46'56"W., a distance of 50.26 feet; thence S.13°12'00"E., a distance of 126.74 feet; thence N.76°48'00"E., a distance of 50.00 feet to the Westerly right of way line of Apple Blossom Trail as shown on aforesaid Tradition Plat No. 52; thence along the Westerly right of way line the following 5 courses; thence S.13°12'00"W., a distance of 195.99 feet; thence S.31°48'00"W., a distance of 35.36 feet; thence S.13°12'00"E., a distance of 50.00 feet; thence S.58°12'00"E., a distance of 35.36 feet; thence S.13°12'00"E., a distance of 76.32 feet; thence leaving said Westerly right of way line, S.76°48'00"W., a distance of 15.00 feet to the to the Northeasterly corner of aforementioned Tradition Plat No. 35, as recorded in Plat Book 52, Pages 1 through 14 of the Public Records of St. Lucie County, Florida; thence along the Northerly line of said plat, the following 8 courses; thence continue S.76°48'00"W., a distance of 37.60 feet to a point on a non-tangent curve concave Northerly, having a radius of 190.00 feet, a chord bearing of S.36°32'40"W., and a chord length of 245.56 feet; thence along the arc of said curve through a central angle of 80°30'41" for an arc length of 266.99 feet to the point of tangency; thence S.76°48'00"W., a distance of 546.85 feet to the point of curvature of a curve to the left, having a radius of 30.00 feet and a central angle of 90°00'00"; thence Southwesterly along the arc of said curve a distance of 47.12 feet to the point of tangency; thence S.13°12'00"E., a distance of 39.58 feet; thence S.76°48'00"W., a distance of 165.00 feet; thence S.13°12'00"E., a distance of 11.77 feet; thence S.76°48'00"W., a distance of 135.00 feet to the Point of Beginning.

Said lands having an area of 4,314,508.66 square feet or 99.048 acres more or less.



KEY MAP:

120 60 0 120
SCALE FEET
SCALE: 1"=120'

LEGEND AND ABBREVIATIONS:

O.R. = OFFICIAL RECORDS BOOK
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W.M.T. = WATER MANAGEMENT TRACT
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R.R. = ROADWAY TRACT

NOTES:

1. This survey is not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper.

2. Bearings shown hereon are based on the North line of Tradition Plat No. 35, Plat Book 52, pages 1-14, St. Lucie County, Florida, as being South 79°48'00" West.

3. Elevations shown hereon are based on North American Vertical Datum of 1988.

4. There may be additional documents affecting the surveyed property that can be found in the public records of Polk County, Florida.

5. This property consists of citrus grove that is not maintained and grown over with other vegetation. At the direction of the client this survey only shows elevation observations along the edge of the surveyed area.

6. Elevations shown hereon are based on the North American Vertical Datum of 1988, National Geodetic Survey benchmark designation L 475, elevation = 32.31'.

CERTIFICATION:

I hereby state that this Boundary and Topographic Survey is true and correct to the best of my knowledge and belief as surveyed in the field under my direction in May, 2015, and that this Boundary and Topographic Survey meets the Minimum Technical Standards for Florida Surveyors and Mappers, as set forth in Chapter 5J-17.05 of the Florida Administrative Code, pursuant to Chapter 472.027, Florida Statutes.

Last date of field survey: ____________________

For the firm by: ______________________________
Brian K. Hefner, P.S.M.
Professional Surveyor and Mapper
Florida License No. 5370

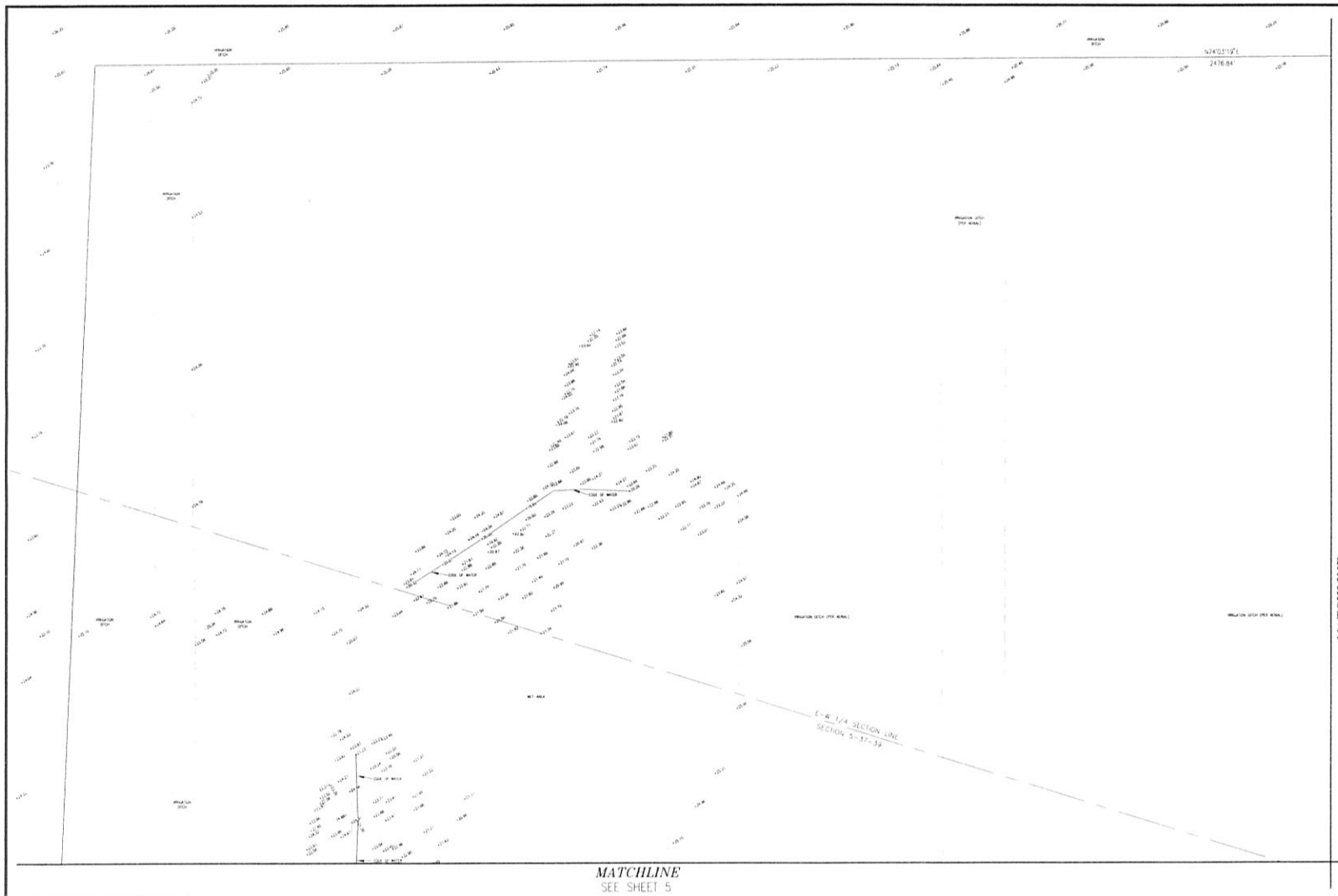
CITY OF PORT ST. LUCIE PROJECT NO.: P-15-118

BOUNDARY & TOPOGRAPHIC SURVEY
TRADITION PHASE 4
FOR: AVATAR PROPERTIES, INC.

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTLAND STREET, SUITE 101 ORLANDO, FL 32804
PHONE 407-960-5980 FAX 407-960-5983 WEBSITE www.carnahan-proctor.com

NO	DATE	BY	CK'D	REVISIONS
1	07-24-15	CJD	BKH	REVISED PER COUNTY COMMENTS

SHEET NO.: SV1
PROJECT NO.: 120409 K



50 25 0 50
SCALE FEET
SCALE: 1"=50'

LEGEND AND ABBREVIATIONS:

ORB = OFFICIAL RECORDS BOOK
UE = UTILITY EASEMENT
DE = DRAINAGE EASEMENT
PB = PLAT BOOK
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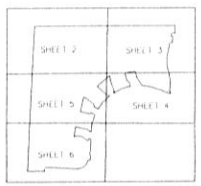

KEY MAP:

CITY OF PORT ST. LUCIE PROJECT NO.: P-15-118

BOUNDARY & TOPOGRAPHIC SURVEY
TRADITION PHASE 4
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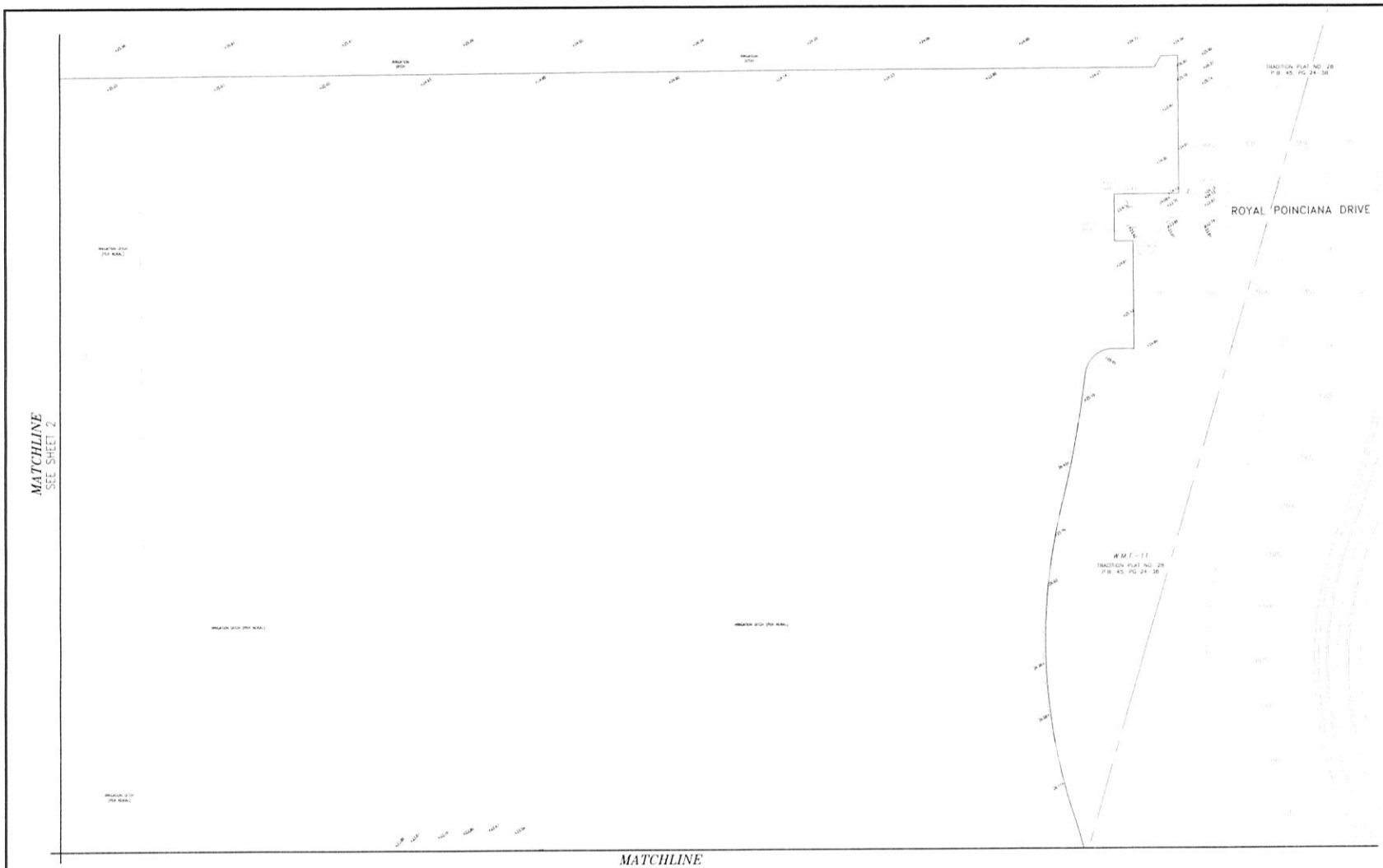
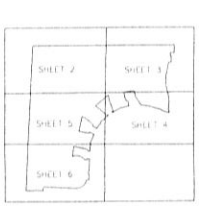
NO.	DATE	BY	CKD	REVISIONS
1	07-24-15	CJC	BKP	REVISED PER COUNTY COMMENTS

SHEET NO.
SV2

PROJECT NO. 120409.R





KEY MAP:

SCALE: 1"=50'

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CITY OF PORT ST. LUCIE PROJECT NO.: P-15-118

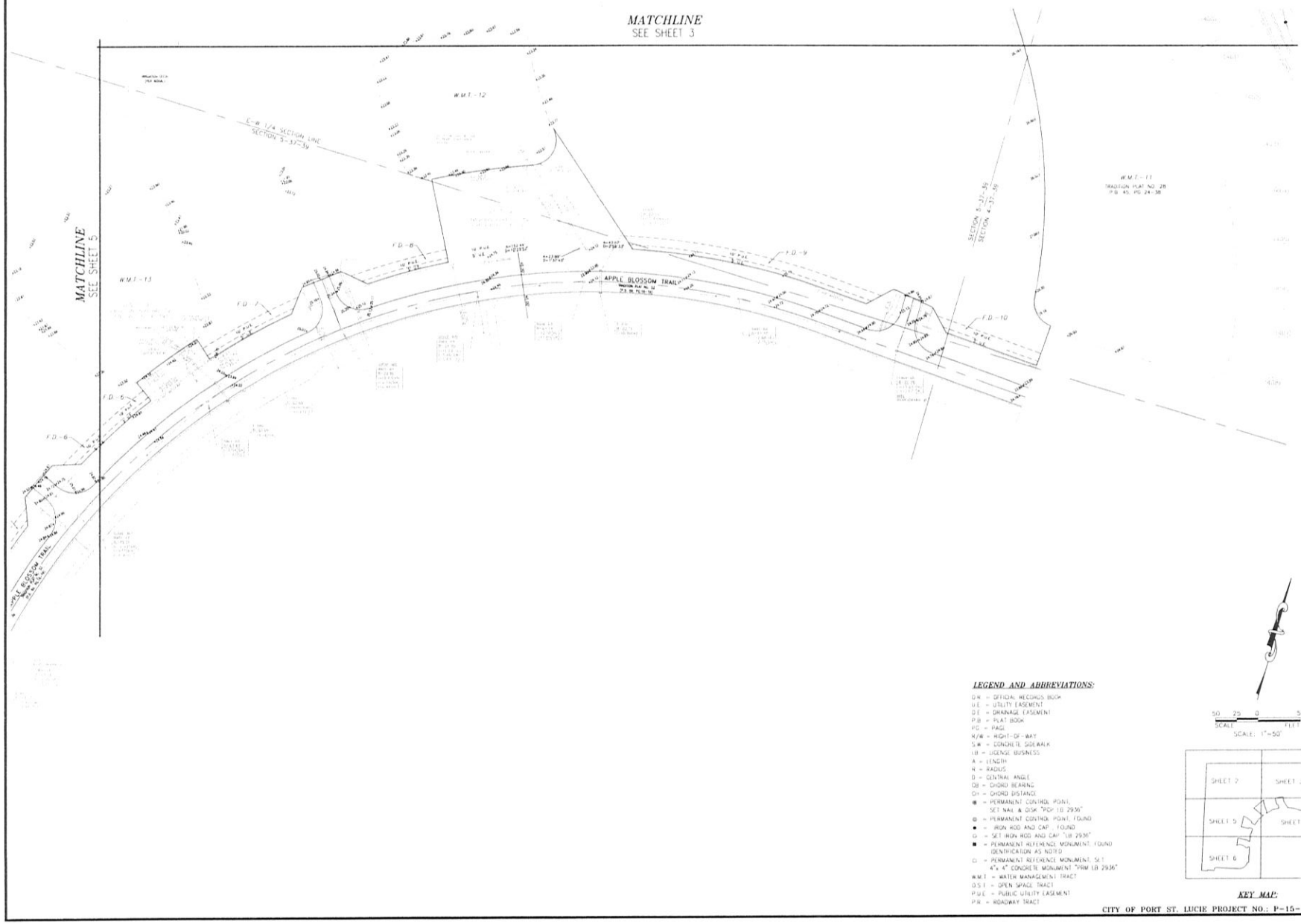
BOUNDARY & TOPOGRAPHIC SURVEY
TRADITION PHASE 4
FOR: AVATAR PROPERTIES, INC.

CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTLAND STREET SUITE 101 ORLANDO FL 32804
PHONE 407.460.5960 FAX 407.960.3961 WEBSITE www.carnahan-proctor.com

NO.	DATE	BY	REVISIONS
1	07-24-15	CJC	REVISED PER COUNTY COMMENTS

SHEET NO.
SV3

PROJECT NO. 120409.K



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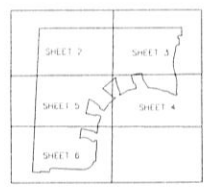
50 25 0 50
SCALE: FEET
SCALE: 1"=50'



KEY MAP:

CITY OF PORT ST. LUCIE PROJECT NO.: P-15-118

BOUNDARY & TOPOGRAPHIC SURVEY
TRADITION PHASE 4
FOR: AVATAR PROPERTIES, INC.

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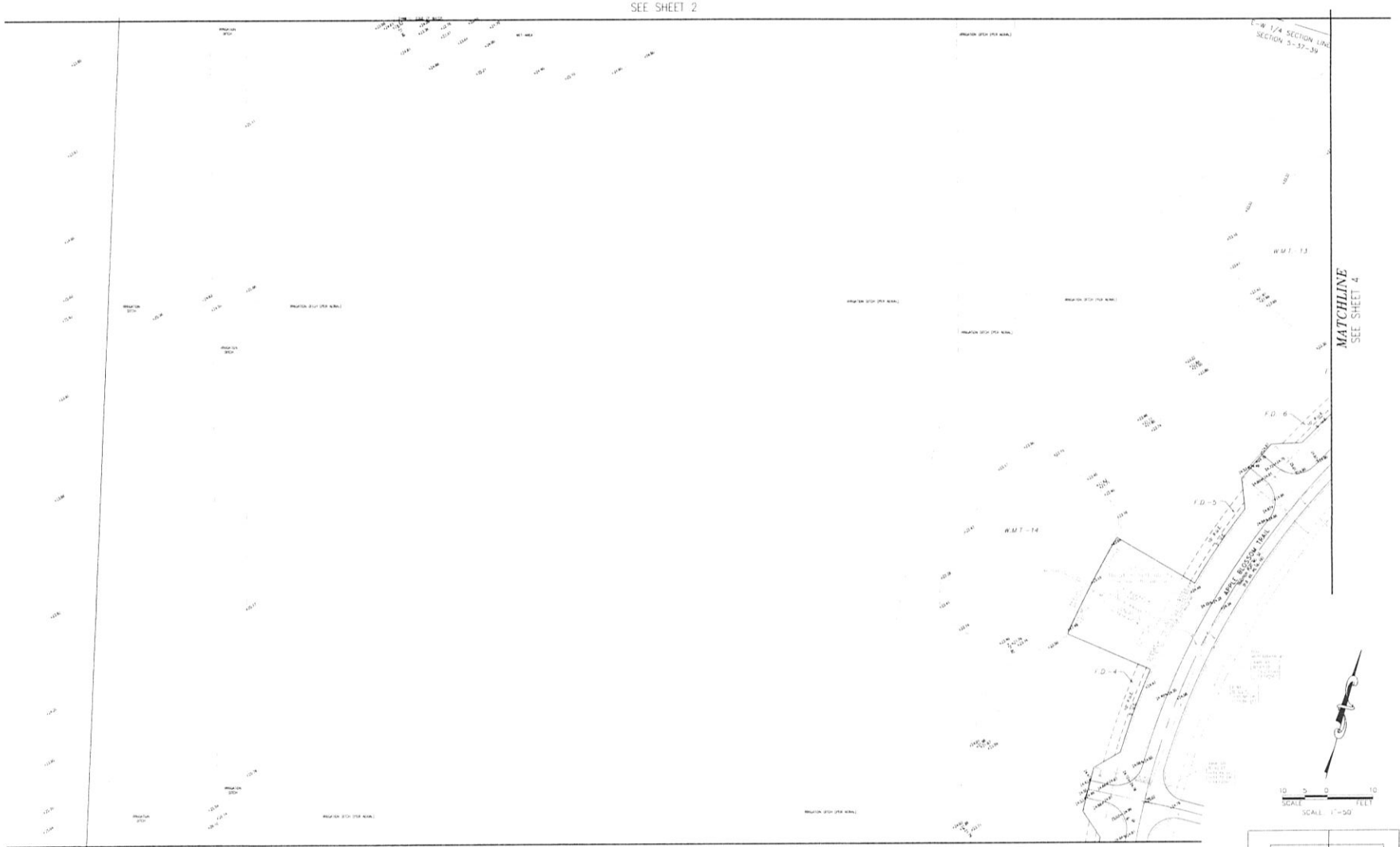
NO.	DATE	BY	CKD	REVISIONS
1	07-24-15	CJS	BWH	REVISED PER COUNTY COMMENTS

SHEET NO.
SV4
PROJECT NO. 120408.K



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CITY OF PORT ST. LUCIE PROJECT NO.: P-15-118

KEY MAP:

BOUNDARY & TOPOGRAPHIC SURVEY

TRADITION PHASE 4

FOR: AVATAR PROPERTIES, INC.

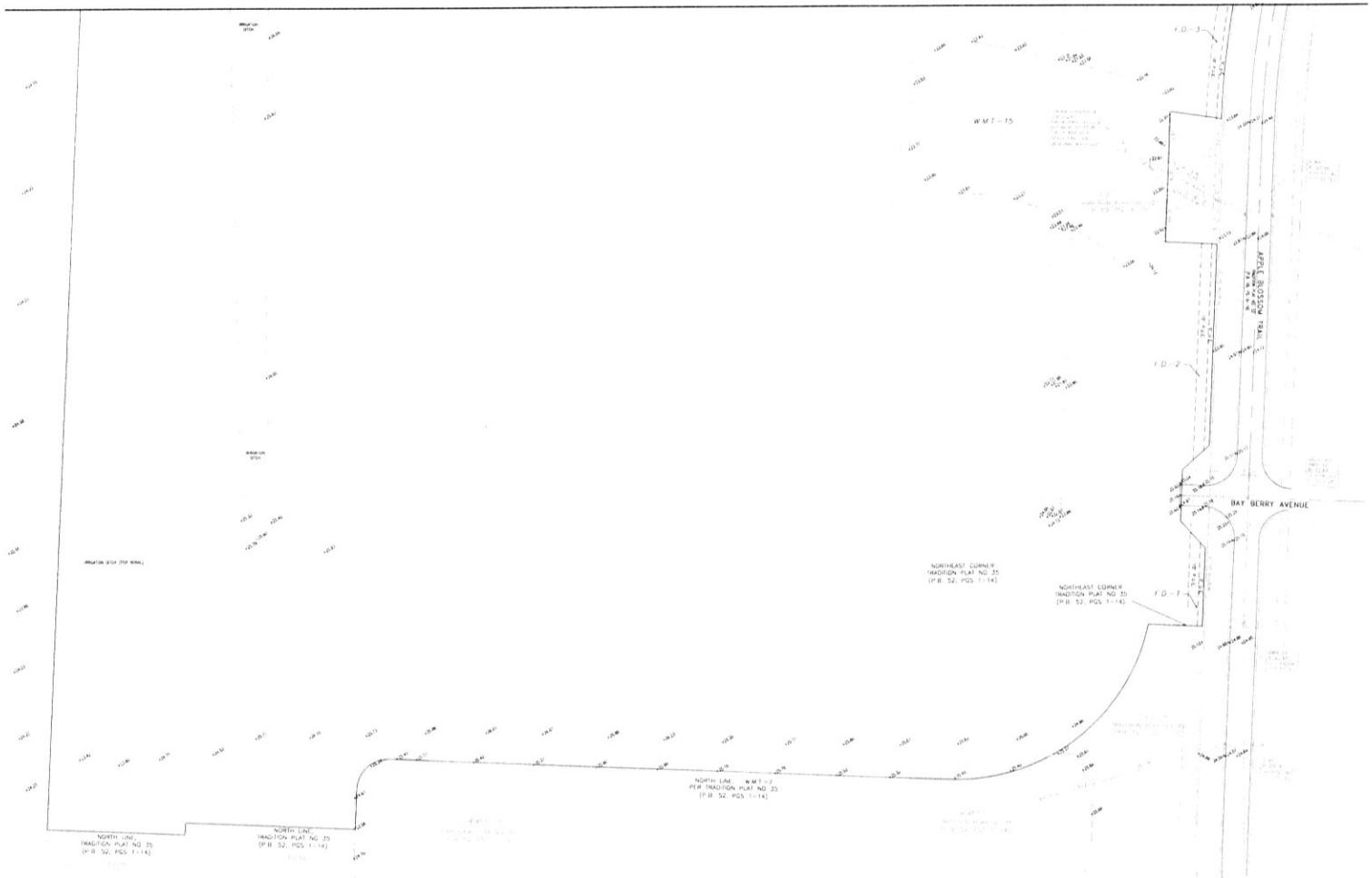
CARNAHAN PROCTOR CROSS, INC.
CONSULTING ENGINEERS SURVEYORS PLANNERS
604 COURTLAND STREET SUITE 101 ORLANDO FL 32804
PHONE 407-960-3386 FAX 407-960-3983 WEBSITE www.carnahan-proctor.com

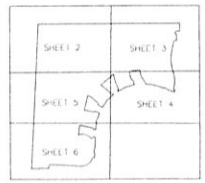
NO	DATE	BY	REVISIONS
1	12-24-15	CJC	REVISED PER COUNTY COMMENTS

SHEET NO.
SV5

PROJECT NO. 12-0406.K

MATCHLINE
SEE SHEET 5





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CITY OF PORT ST. LUCIE PROJECT NO.: P-15-118

BOUNDARY & TOPOGRAPHIC SURVEY
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NO.	DATE	BY	CKD.	APP.	REVISIONS
1	03.24.15				REVISED PER COUNTY COMMENTS

SHEET NO.
SV6

PROJECT NO.: 120609.K

Construction SW-PPP Notes

Legend

See Erosion Control Details

Symbol	Description
IP	INLET PROTECTION (SYNTHETIC BALES)
SF	TYPE III SILT FENCE
CE	CONSTRUCTION ENTRANCE/EXIT (SOIL TRACKING PREVENTION DEVICE)
TB	TURBIDITY BARRIER

STORMWATER POLLUTION PREVENTION NOTES

1. CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ERECTING AND MAINTAINING AN EROSION AND SEDIMENT CONTROL SYSTEM TO MEET CITY OF PORT ST LUCIE, SOUTH FLORIDA WATER MANAGEMENT DISTRICT AND FDEP NPDES REQUIREMENTS.
2. EACH AREA OF THE SITE SHALL NOT BE DISTURBED UNTIL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED. DISTURBED AREAS SHALL BE COVERED OR STABILIZED AS SOON AS POSSIBLE.
3. EROSION AND SEDIMENT CONTROL MEASURES SHALL BE MAINTAINED UNTIL THE AREA THEY PROTECT HAS BEEN SODDED, PAVEMENT HAS BEEN PLACED, OR THE AREA IS OTHERWISE COMPLETELY STABILIZED.
4. ALL DISTURBED AREAS OF THE SITE SHALL BE INSPECTED BY QUALIFIED PERSONNEL OF THE RESPONSIBLE CONTRACTOR EVERY SEVEN CALENDAR DAYS AND WITHIN 24 HOURS AFTER EVERY RAINFALL EVENT OF 0.25 INCHES OR MORE TO ACCESS THE INTEGRITY OF THE EROSION AND SEDIMENT CONTROLS. THE INSPECTION SHALL NOTE ANY DAMAGE OR DEFICIENCIES IN THE CONTROL MEASURES IN AN INSPECTION REPORT. PROBLEM AREAS SHALL BE CORRECTED BY THE RESPONSIBLE CONTRACTOR WITHIN SEVEN CALENDAR DAYS FOLLOWING THE INSPECTION.
5. THE CONTRACTOR SHALL KEEP A RECORD OF CONSTRUCTION ACTIVITIES INCLUDING DATES WHEN MAJOR GRADING ACTIVITIES OCCUR IN A PARTICULAR AREA, DATES WHEN CONSTRUCTION ACTIVITIES CEASE IN AN AREA, WHETHER TEMPORARILY OR PERMANENTLY, AND DATES WHEN AN AREA IS STABILIZED.
6. NO EXCAVATED MATERIAL SHALL BE STOCKPILED IN SUCH A MANNER AS TO ALLOW RAINFALL RUNOFF DIRECTLY FROM THE PROJECT SITE.
7. INLETS AND CATCH BASINS SHALL BE PROTECTED FROM SEDIMENT-LADEN STORMWATER RUNOFF UNTIL THE COMPLETION OF ALL CONSTRUCTION OPERATIONS THAT MAY CONTRIBUTE SEDIMENT TO THE INLET.
8. IF, AFTER FOURTEEN DAYS, GRASSED AREAS HAVE NOT ATTAINED A MINIMUM OF 75% SOOD GRASS COVER, THOSE AREAS SHALL BE REWORKED AND ADDITIONAL SEED OR SOD APPLIED TO ESTABLISH THE DESIRED VEGETATIVE COVER.

GRAPHIC SCALE

(IN FEET)
1 inch = 100 ft.

PROJECT BOUNDARY

WETLAND

EXISTING POND 12

EXISTING POND 11

EXISTING POND 13

EXISTING POND 14

EXISTING POND 15

EXISTING POND 2

EXISTING POND 2

EXISTING POND 2

EXISTING POND 7

VITALIA AT TRADITION RESIDENTIAL PHASE 2

VITALIA AT TRADITION RESIDENTIAL PHASE 5

VITALIA AT TRADITION PHASE 4 - UNIT 1

VITALIA AT TRADITION PHASE 3

ROYAL POINCIANA DRIVE

CHESTWOOD AVE

PEAR TREE COURT

HAND CREEK

CORAL TREE CIRCLE

CORAL TREE CIRCLE E

CORAL TREE CIRCLE W

MARIGOLD AVE

APPLE BLOSSOM TR

CYPRESS WOOD CT

RED OAK CT

MAPLE TREE LN

BAY BERRY AVE

ROSE APPLE CT

TRUMPET TREE CIRCLE

TRUMPET TREE CIRCLE

NICOLE LEE TR

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

SW-PPP Site Plan

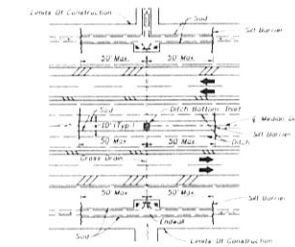
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

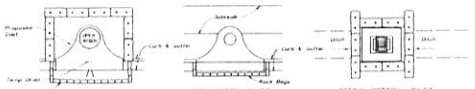
SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C010

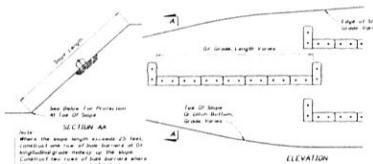
ROBERT A. BULLOCK
LICENSE
NO. 62346
STATE OF
Sep. 18, 2015
FLORIDA
PROFESSIONAL ENGINEER



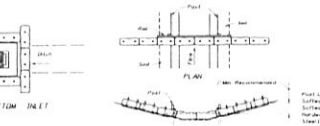
DITCH INSTALLATIONS AT DRAINAGE STRUCTURES



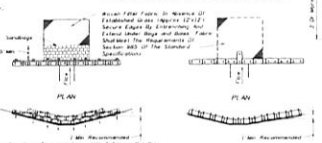
PROTECTION AROUND INLETS OR SIMILAR STRUCTURES



ALONG FILL SLOPE



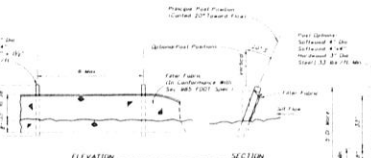
SYNTHETIC BALES OR BALE TYPE BARRIERS FOR PAVED DITCHES



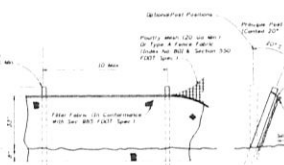
SYNTHETIC BALES OR BALE TYPE BARRIERS FOR UNPAVED DITCHES

NOTES FOR SYNTHETIC BALES OR BALE TYPE BARRIERS

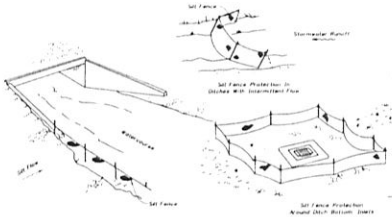
1. Type I and II Synthetic Barrier should be spaced in accordance with Chart 1, Sheet 1.
2. Bales shall be trenched 3" to 4" and anchored with 2 1" x 2" (or 1" dia.) x 4' wood stakes. Stakes of other material shall provide equivalent strength may be used if approved by the Engineer. Stakes other than wood shall be removed upon completion of the project.
3. Rails and posts shall be 2" x 4" wood. Other materials providing equivalent strength may be used if approved by the Engineer.
4. Adjacent bales shall be butted firmly together.
5. Where used in conjunction with silt fence, bales shall be placed on the upstream side of the fence.
6. Bales to be paid for under the contract unit price for Synthetic Bales, LF. The unit price shall include the cost of filter fabric for Type I and II Barriers. Sandbags shall be paid for under the unit price for Sandbagging, CY. Rock bags to be paid for under the contract unit price for Rock Bags, EA.



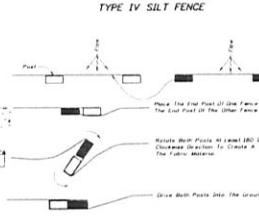
TYPE III SILT FENCE



TYPE IV SILT FENCE



SILT FENCE APPLICATIONS



PLAN VIEW
JOINING TWO SILT FENCES

NOTES FOR SILT FENCES

1. Type III Silt Fence to be used at most locations. Where used in ditches, the spacing for Type III Silt Fence shall be in accordance with Chart 1, Sheet 1.
2. Type IV Silt Fence to be used where large sediment loads are anticipated. Suggested use is where fall grade is 3:1 or steeper and length of slope exceeds 25 feet. Avoid use where the detained water may back into travelanes or off the right of way.
3. Do not construct silt fences across permanent flowing watercourses. Silt fences are to be at upland locations and turbidity barriers used at permanent bodies of water.
4. Where used as slope protection, Silt Fence is to be constructed on 0± longitudinal grade to avoid channelizing runoff along the length of the fence.
5. Silt Fence to be paid for under the contract unit price for Staked Silt Fence, LF.

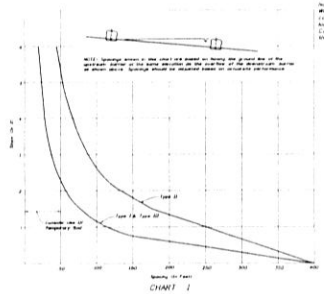
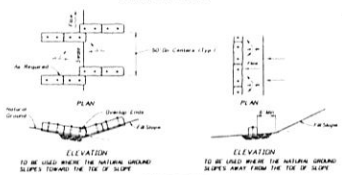


CHART 1

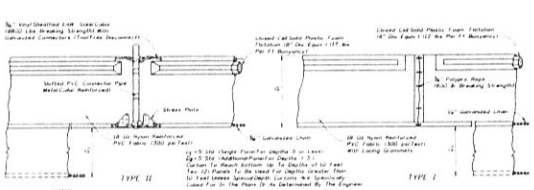
RECOMMENDED SPACING FOR SYNTHETIC BALES OR BALE TYPE BARRIERS AND TYPE III SILT FENCE



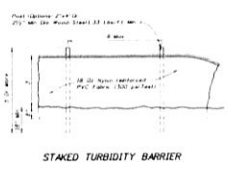
AT TOE OF SLOPE
BARRIERS FOR FILL SLOPES

Temporary Erosion and Sediment Control

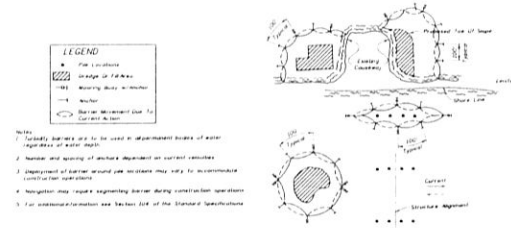
N.T.S.



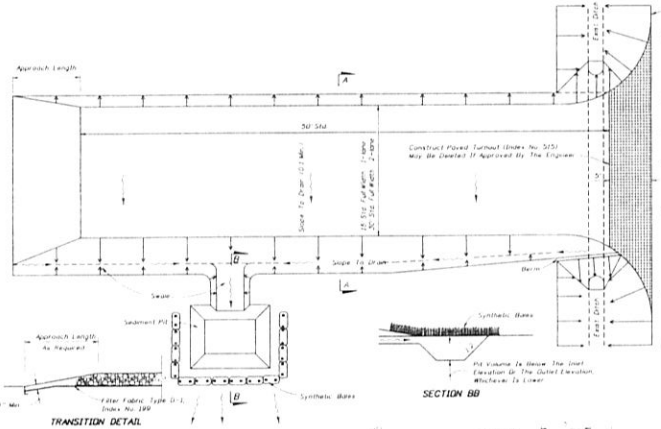
FLOATING TURBIDITY BARRIERS



STAKED TURBIDITY BARRIER



TURBIDITY BARRIER APPLICATIONS

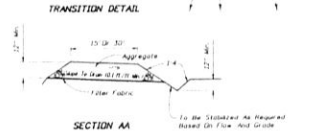


TRANSITION DETAIL

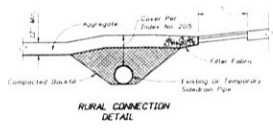
SECTION BB

GENERAL NOTES

1. A Soil Tracking Prevention Device (STPD) shall be constructed at locations designated by the engineer for points of egress from unstabilized areas of the project to public roads where off-site tracking of mud could occur. Traffic from unstabilized areas of the construction project shall be directed thru a STPD. Barriers, fencing, or other positive means shall be used as required to limit and direct vehicular egress across the STPD.
2. The Contractor may propose an alternative technique to minimize off-site tracking of sediment. The alternative must be reviewed and approved by the Engineer prior to its use.
3. All materials spilled, dropped, or tracked onto public roads (including the STPD aggregate and construction mat) shall be removed daily, or more frequently if so directed by the Engineer.
4. Aggregates shall be as described in Section 901 including 901-2.3. Aggregates shall be FDOT size #1. If this size is not available, the next available smaller size aggregate may be substituted with the approval of the Engineer. Sizes containing excessive small aggregate will track off the project and are unsuitable.
5. The sediment pit should provide a retention volume of 3600 cubic feet/acre of surface area draining to the pit. When the STPD is located from other drainage areas, the following pit volumes will satisfy the requirements:
   15' x 50'=100 ft.² 30' x 50'=200 ft.²
   As an option to the sediment pit, the width of the swale bottom can be increased to obtain the volume. When the sediment pit or swale volume has been reduced to one half, it shall be cleaned. When a swale is used, synthetic bales or silt fence shall be placed along the entire length.
6. The swale ditch draining the STPD shall have a 0.02 ft/ft minimum and a 1.0 ft/ft maximum grade along the STPD and to the sediment pit.
7. Mitered end sections are not required when the sideslope pipe satisfies the clear zone requirements.
8. The STPD shall be maintained in a condition that will allow it to perform its function. To prevent off-site tracking, the STPD shall be raised daily when in use to move accumulated mud downslope thru the stone. Additional stabilization of the vehicular route leading to the STPD may be required to limit the mud tracked.
9. A STPD shall be paid for under the contract unit price for Soil Tracking Prevention Device, EA. The unit price shall include full compensation for construction, maintenance, replacement of materials, removal, and restoration of the area utilized for the STPD including but not limited to excavation, grading, temporary pipe (including MES when required), filter fabric, aggregate, paved turnout (including asphalt and base construction), ditch stabilization, approach route stabilization, sediment removal and disposal, water, raising and cleaning of the STPD, and cleaning of public roads, grassing, and sod. Synthetic Bale or Bale Type Barrier shall be paid for under the contract unit price for Synthetic Bales, LF. Silt fence shall be paid for under the contract unit price for Staked Silt Fence, LF.
10. The nomenclature of a standard STPD is 15' x 50' unless otherwise shown in the plans. If the volume of entering and exiting vehicles warrant, a 30' width STPD may be used if approved by the Engineer. When a double width (30') STPD is used, the pay quantity shall be 2 for each location.



SECTION AA



RURAL CONNECTION DETAIL

Turbidity Barriers

N.T.S.

GENERAL NOTES

1. Floating turbidity barriers are to be paid for under the contract unit price for Floating Turbidity Barrier, LF.
2. Staked turbidity barriers are to be paid for under the contract unit price for Staked Turbidity Barrier, LF.

Soil Tracking Prevention Device Type A

N.T.S.

CITY OF PSL PROJECT NO. P15 118

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

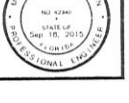
SW-PPP Erosion & Sedimentation Control Details

NO	DATE	BY	CKD	REVISIONS

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002935
FILE NO. 120402

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	MP

C011



GRAPHIC SCALE

(IN FEET)
1 inch = 150 ft

FLUCCS CODES:

221	= CITRUS	98.87 ACRES
741	= RURAL (LAND IN TRANSITION WITHOUT POSITIVE INDICATORS OF ACTIVITY	0.0 ACRES
	TOTAL PROJECT ACREAGE	98.87 ACRES

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

FLUCCS MAP

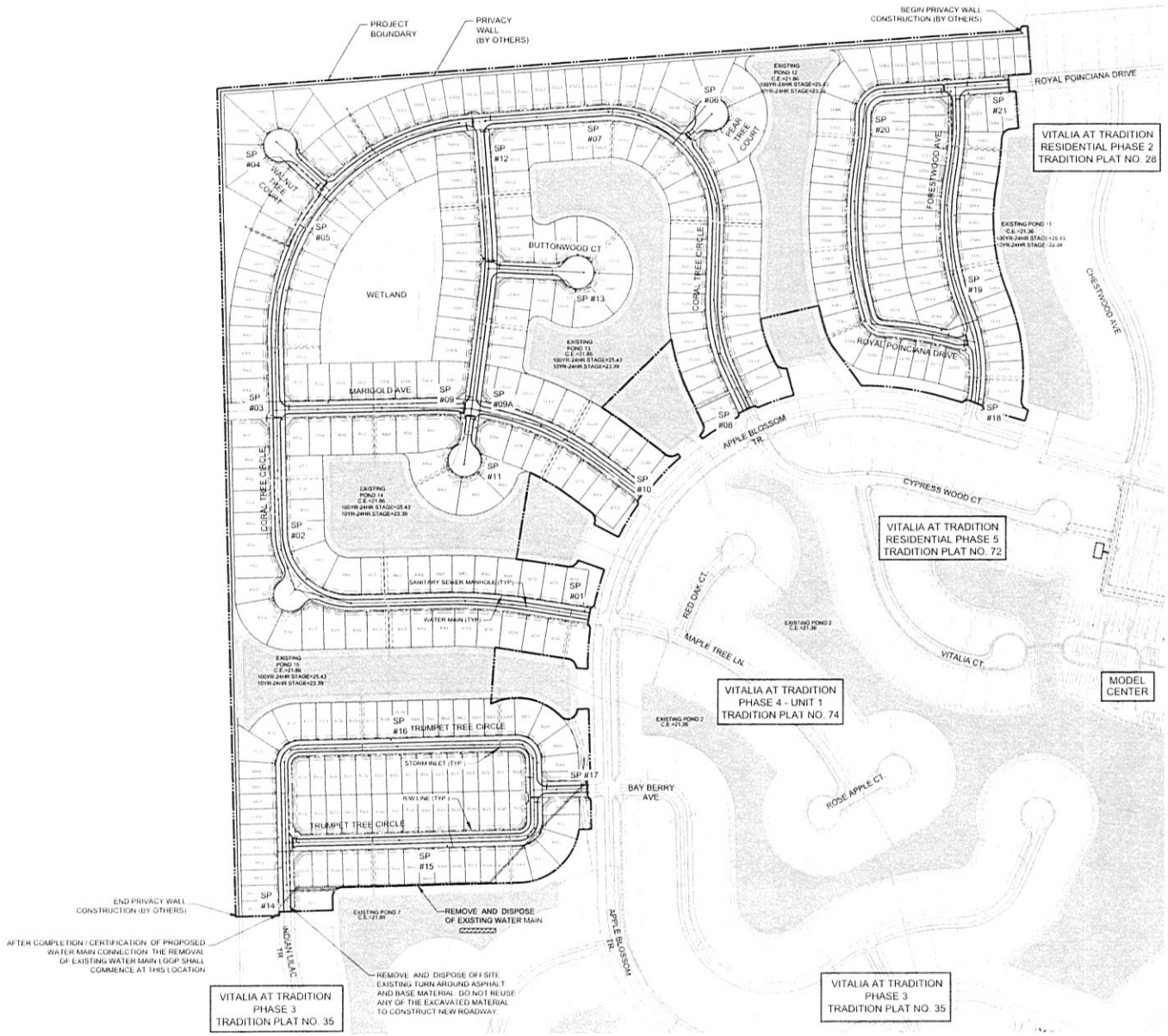
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936 FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C020

MURRY A. BULLOCK — LICENSE — NO. 42840 — STATE OF FLORIDA — PROFESSIONAL ENGINEER



CITY OF PSL PROJECT NO. P15 118

NO	DATE	BY	CK'D	REVISIONS
2	10-13-15	DP	MB	REVISED PER DEP COMMENTS
1	09-11-15	DP	MB	REVISED PER PSLUSD COM.

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Overall Site Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

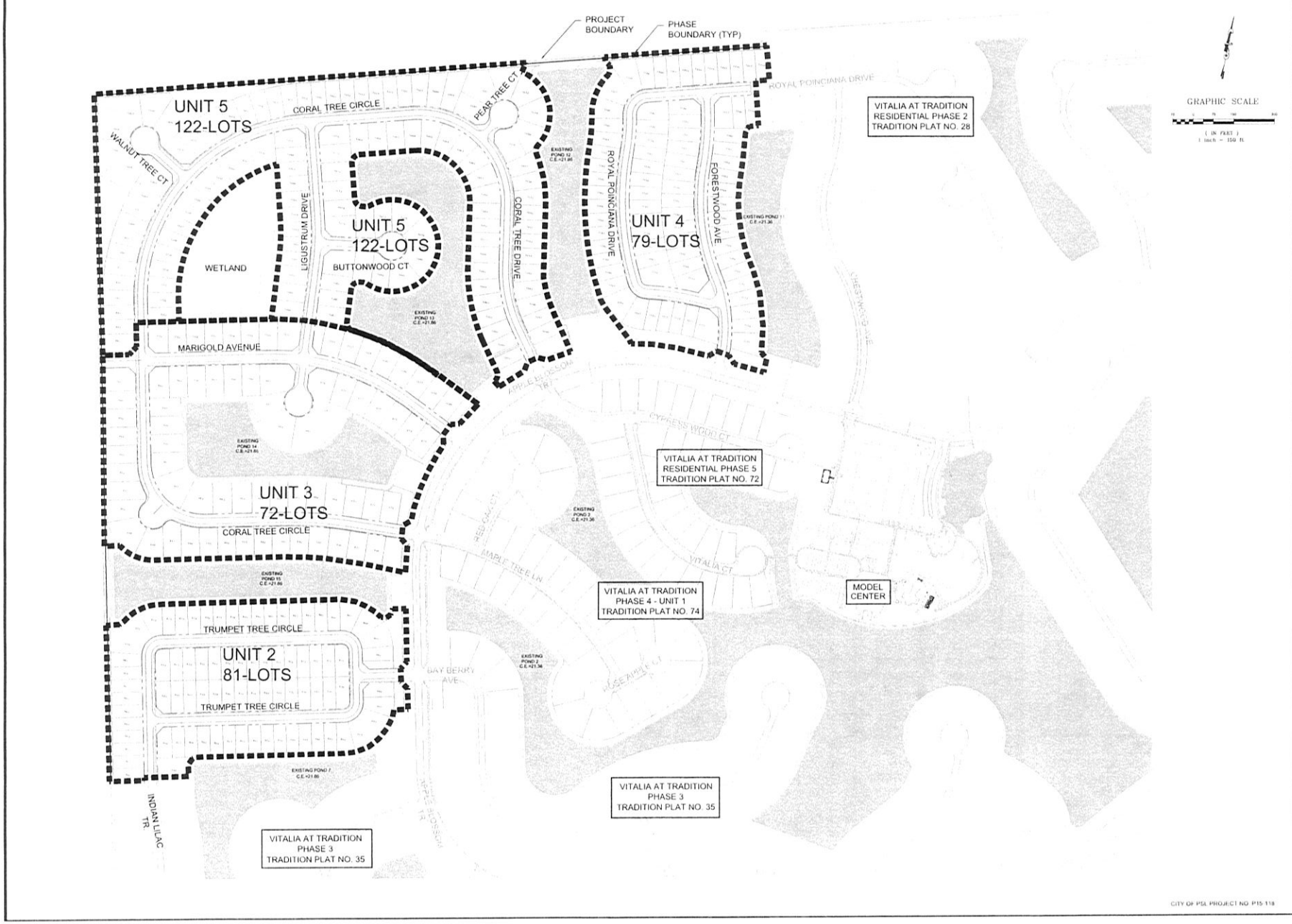
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY	DP
DESIGNED BY	

C100

MURRY A. BULLOCK — LICENSE NO. 42340 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — Oct 13, 2015



CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
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VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Phasing Plan

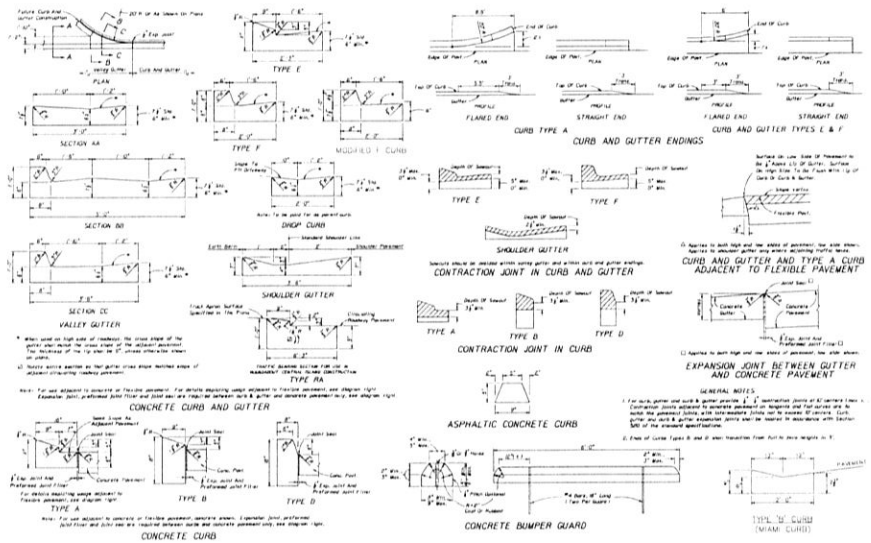
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

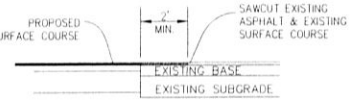
SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C101

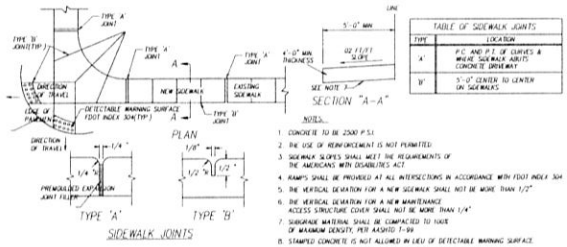
MURRAY A. BULLOCK
No. 42366
STATE OF FLORIDA
Sep 18, 2015
PROFESSIONAL ENGINEER



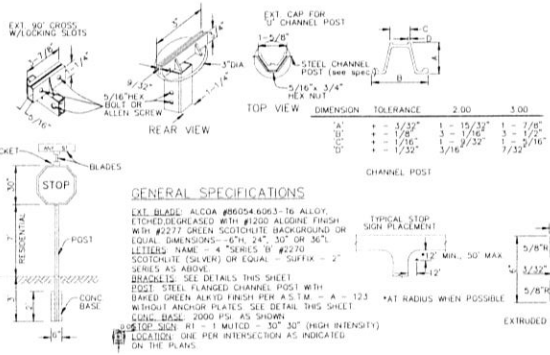
FDOT CURB TYPES



SAW CUT/BUTT JOINT DETAIL



SIDEWALK DETAIL
N.T.S.



TYP. STREET/STOP SIGN
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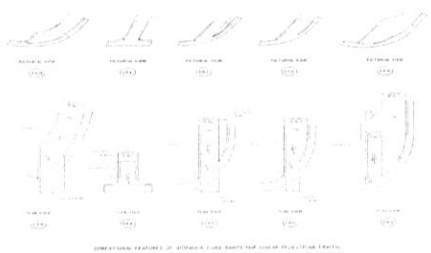
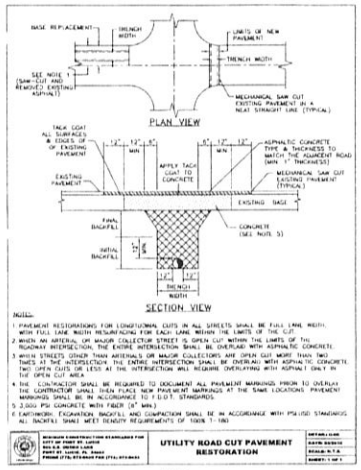
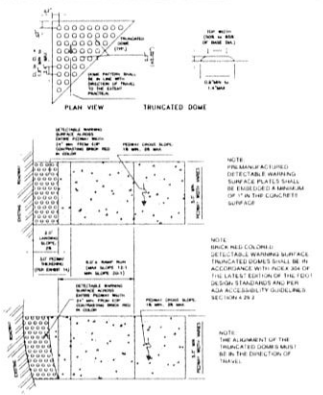


FDOT PEDESTRIAN RAMP DETAIL
N.T.S.



UTILITY ROAD CUT PAVEMENT RESTORATION
N.T.S.



DETECTABLE WARNING SURFACE
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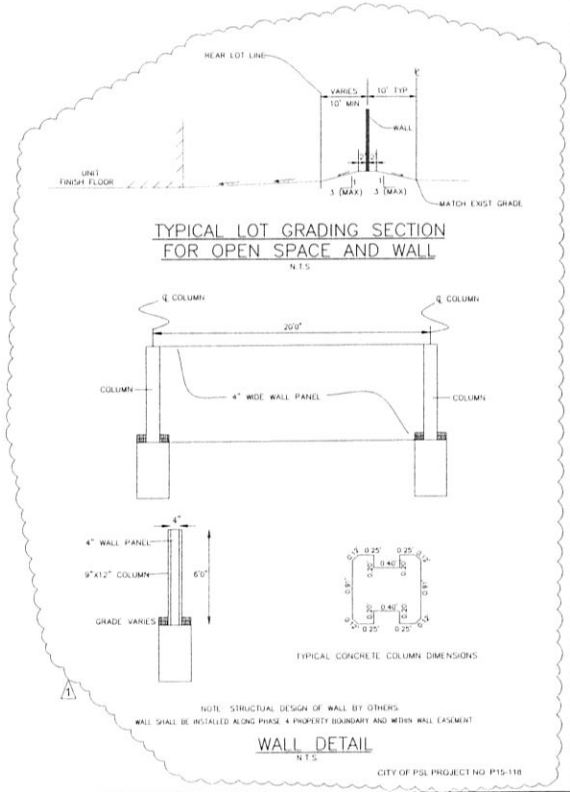


TYPICAL LOT GRADING SECTION FOR OPEN SPACE AND WALL
N.T.S.

WALL DETAIL
N.T.S.

CITY OF PSL PROJECT NO P15-118

NO	DATE	BY	CK'D	REVISIONS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

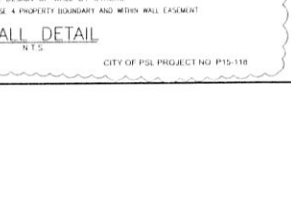
Site & Roadway Details

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH NO. 00002936

FILE NO. 120409

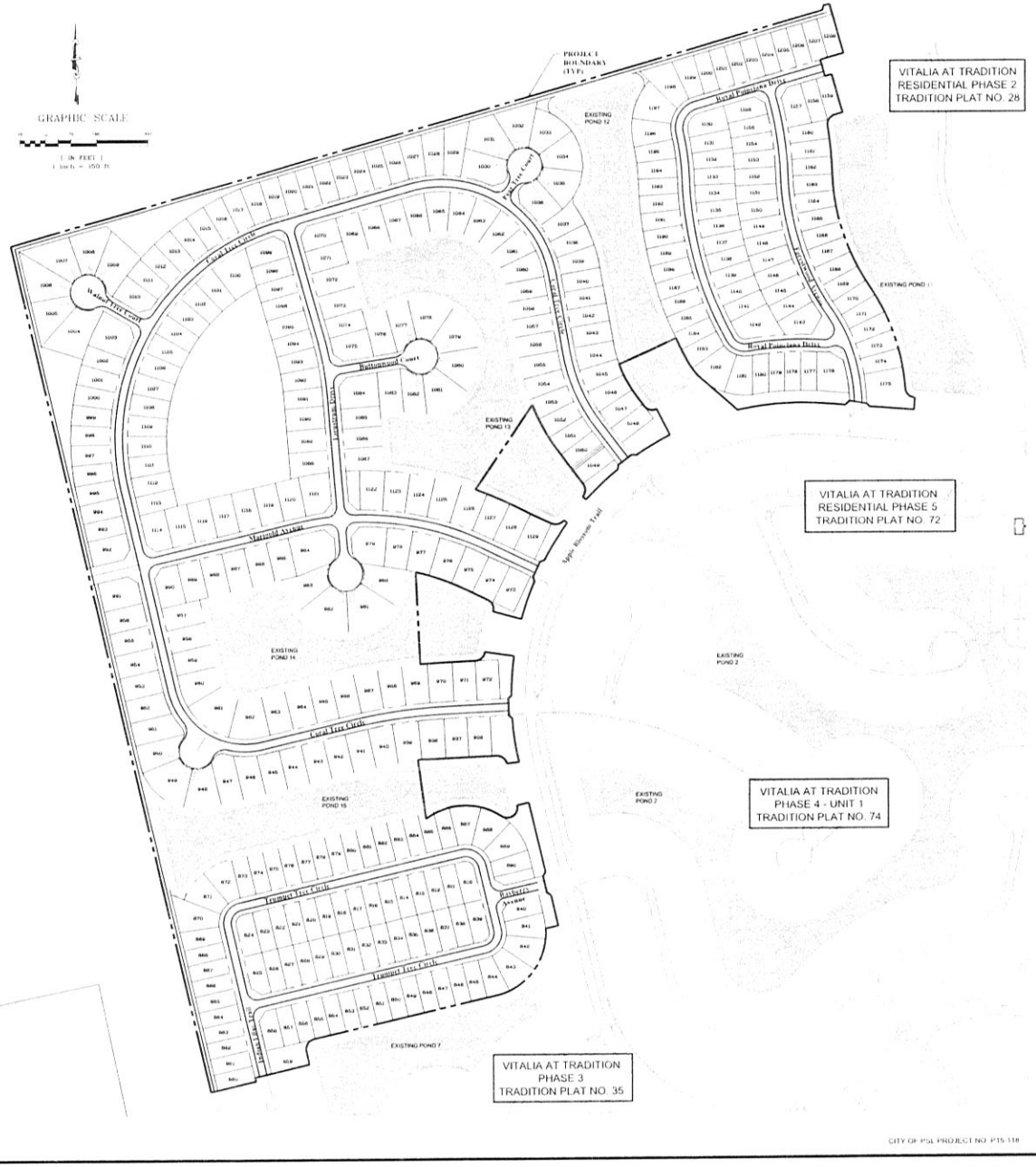
SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY	KH
CHECKED BY:	DP
DESIGNED BY	

C102



Street Profile Index

Street	Sheet Number
Indian Lilac Trail	C230
Trumpet Tree Circle	C231 - C232
Bayberry Avenue	C233
Buttonwood Court	C330
Coral Tree Circle	C331 - C335
Ligustrum Drive	C336 - C337
Marigold Avenue	C338 - C339
Pear Tree Court	C340
Walnut Tree Court	C341
Forestwood Avenue	C430
Royal Poinciana Dr.	C431 - C433



CITY OF PSL PROJECT NO. P15-118

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile Key Map

NO.	DATE	BY	CK'D	REVISIONS

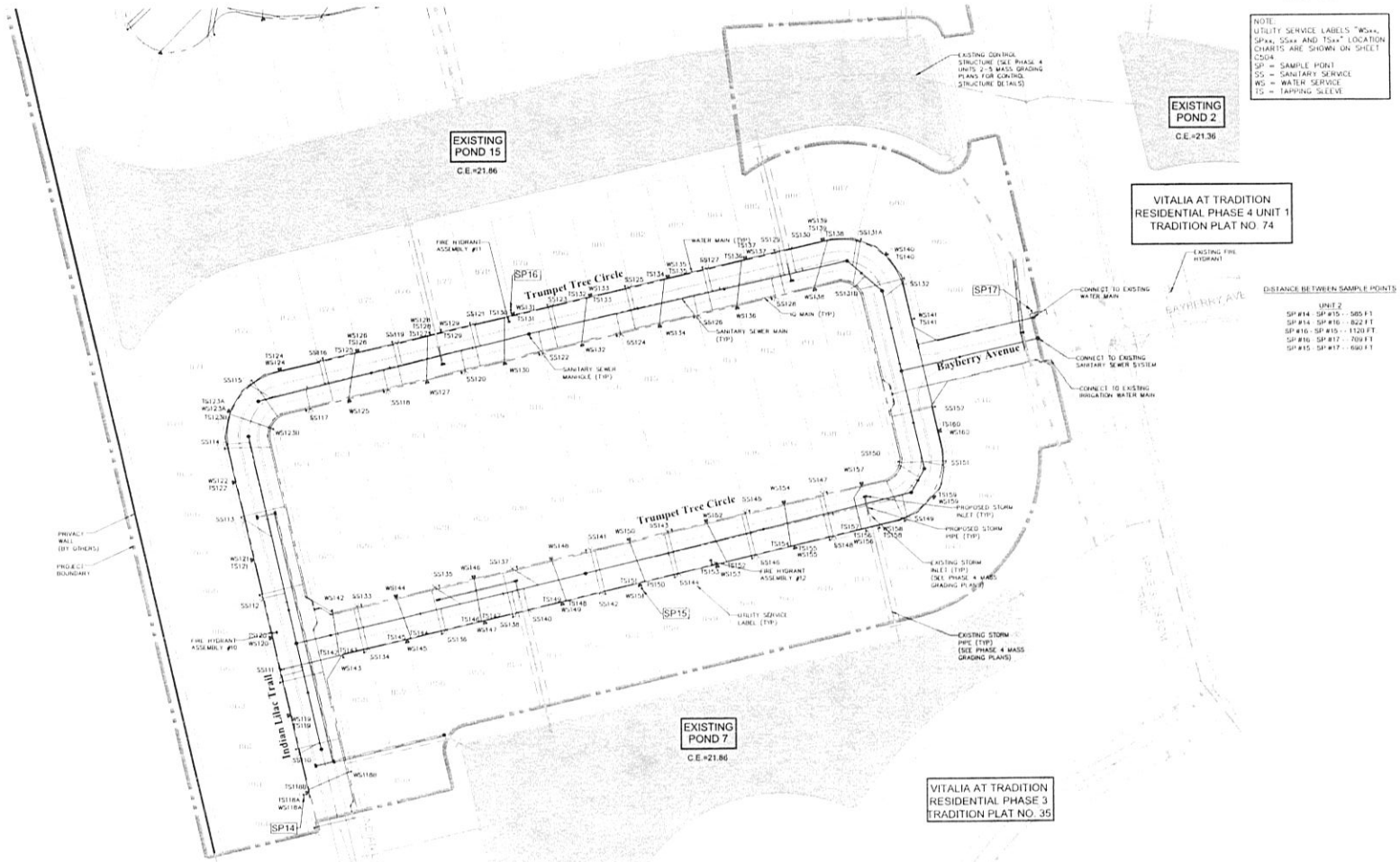
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	NP

C103

MARY A. BUTLER LICENSE NO. 62380 STATE OF FLORIDA Sep 18, 2015 PROFESSIONAL ENGINEER



GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft

NOTE:
UTILITY SERVICE LABELS "WSxx, SPxx, SSxx AND TSxx" LOCATION CHARTS ARE SHOWN ON SHEET C504
SP = SAMPLE POINT
SS = SANITARY SERVICE
WS = WATER SERVICE
TS = TAPPING SLEEVE

DISTANCE BETWEEN SAMPLE POINTS
UNIT 2
SP #14 - SP #15 - 585 FT
SP #14 - SP #16 - 822 FT
SP #16 - SP #15 - 1120 FT
SP #16 - SP #17 - 709 FT
SP #15 - SP #17 - 690 FT

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Unit 2
Site Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936

FILE NO. 120406

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C200

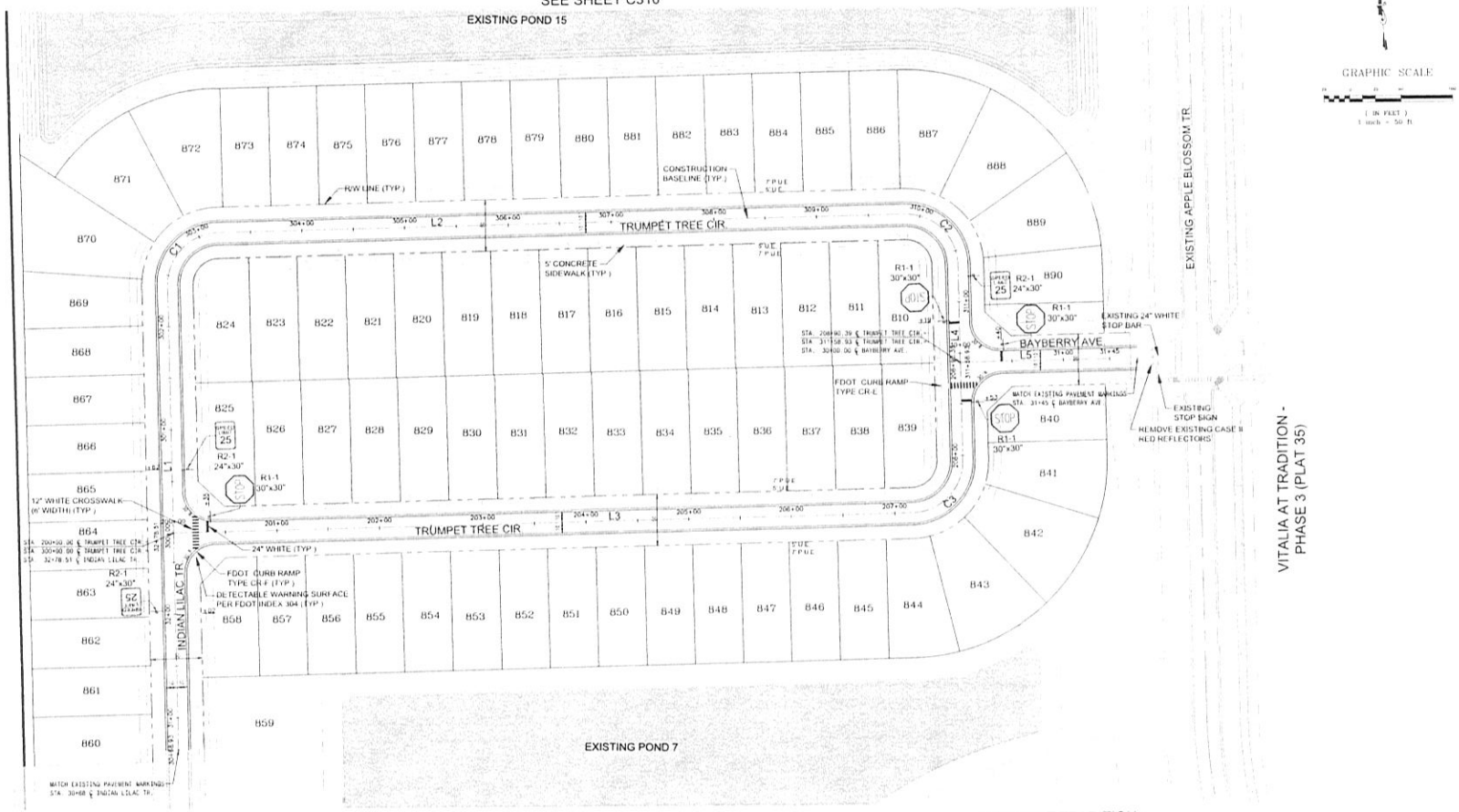
MURRAY A. BUCK, JR. P.E. NO. 42960 STATE OF FLORIDA PROFESSIONAL ENGINEER
Sep 16, 2015

ALL PAVEMENT MARKERS, STRIPING, SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BY CONTRACTOR PER THE CITY OF PORT ST. LUCIE STANDARDS, THE M.U.T.C.D. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS

LINE TABLE		
LINE	LENGTH	BEARING
L1	449.58	S13°12'00"E
L2	666.85	N76°48'00"E
L3	716.85	N76°48'00"E
L4	95.00	S13°12'00"E
L5	145.00	S76°47'59"W

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C1	90°00'00"	78.54	50.00	50.00
C2	90°00'00"	78.54	50.00	50.00
C3	90°00'00"	78.54	50.00	50.00

SEE SHEET C310



CITY OF PSL PROJECT NO. P15-116

NO	DATE	BY	CKD	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Unit 2
Geometry Plan

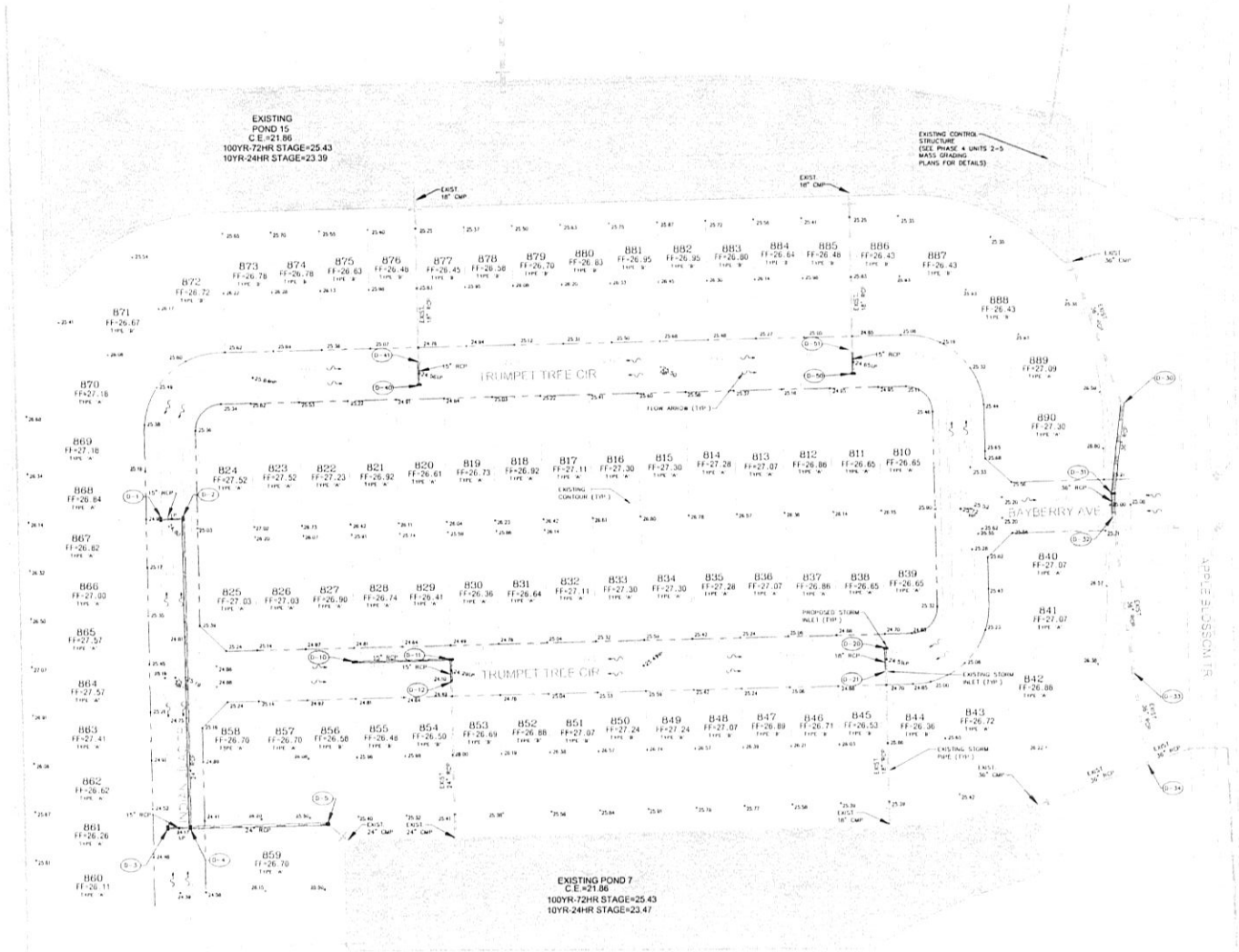
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH NO. 00002936
FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C210

MARK A. BUELOW — LICENSE — NO. 42360 — STATE OF FLORIDA — PROFESSIONAL ENGINEER — DATE: SEP. 15, 2015

SEE SHEET C320



EXISTING VITALIA AT TRADITION
PHASE 3 - PLAT 35

Legend

Symbol	Description
	PROPOSED INLET
	EXISTING INLET
	PROPOSED STORM PIPE
	EXISTING STORM PIPE
	EXISTING CONTOUR
29.00	PROPOSED SPOT ELEVATION
M.E.G.	MATCH EXISTING GRADE

GRAPHIC SCALE

(IN INCHES)
1 inch = 50 ft.

EXISTING VITALIA AT TRADITION
PHASE 3 - PLAT 35

FOR TYPE 'A' AND TYPE 'B' LOT GRADING DETAILS, SEE SHEET C500

ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PSL PROJECT NO P15-118

NO.	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Unit 2
Grading & Drainage Plan

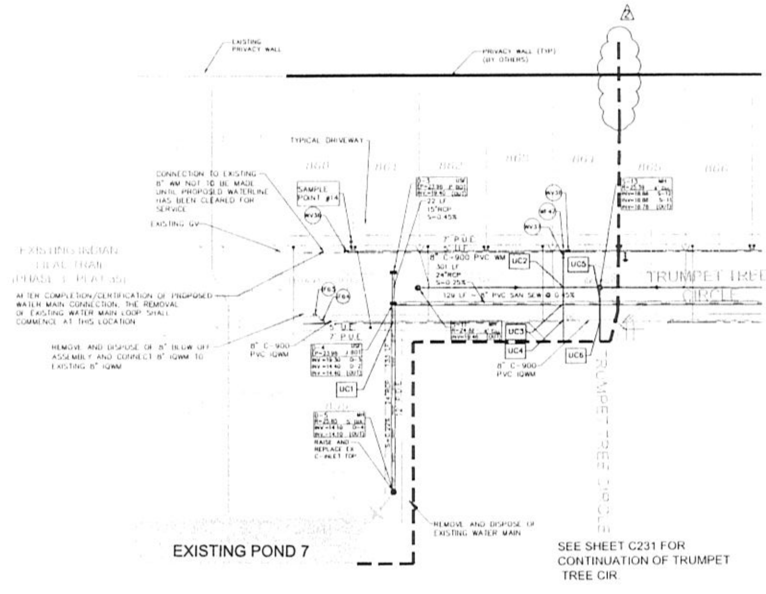
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	GP
DESIGNED BY	HP

C220

MARK A. BULLOCK
NO. 82241
STATE OF FLORIDA
PROFESSIONAL ENGINEER
July 16, 2015



SEE SHEET C231 FOR CONTINUATION OF TRUMPET TREE CIR.

SEE SHEET C232 FOR CONTINUATION OF TRUMPET TREE CIR.

FITTINGS/VALVES CHART					
FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
IF-63	45 BEND				
IF-64	45 BEND				
WF-47	8" TEE				
WV-36	8" GV				
WV-37	8" GV				
WV-38	8" GV				

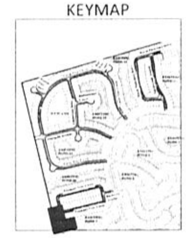
LEGEND

- = GATE VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

KEYMAP

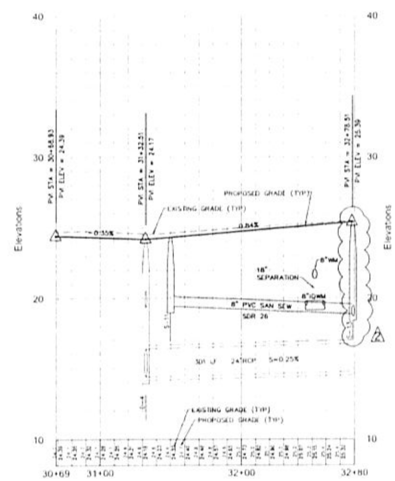


DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-3	USF 5106-6149	31+32.51	11.00(LT)

UTILITY CROSSINGS - UC

UC1	BOT 8"IQWM=20.64 TOP 24"RCP=16.62
UC2	BOT 8"WM=21.50 TOP 8"SAN=19.68
UC3	BOT 8"WM=21.30 TOP 24"RCP=16.95
UC4	BOT 8"WM=21.53 TOP 8"IQWM=20.03
UC5	BOT 8"SAN=18.71 TOP 24"RCP=17.01
UC6	BOT 8"IQWM=20.75 TOP 8"SAN=19.41

INDIAN LILAC TRAIL



PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART

ALL ELEVATIONS ARE BASED ON NAVD 88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Indian Lilac Trail
Sta. 30+68.93 to Sta. 32+78.51

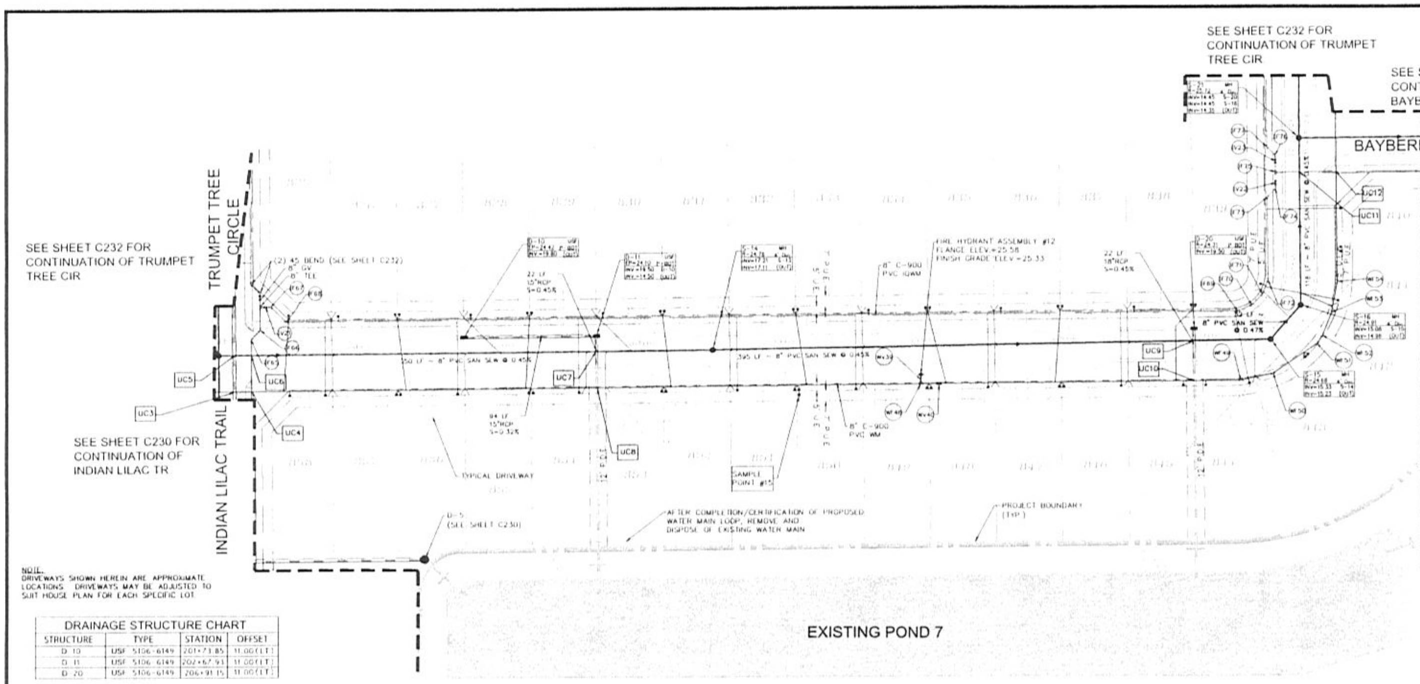
CARNAHAN·PROCTOR·CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936 FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C230

MURRY A. BULLION, LICENSE NO. 42440, STATE OF FLORIDA, PROFESSIONAL ENGINEER, Sep. 18, 2015



NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-10	USF 5106-6149	201+71.85	11.00(LT)
D-11	USF 5106-6149	202+67.93	11.00(LT)
D-20	USF 5106-6149	206+91.15	11.00(LT)

LEGEND

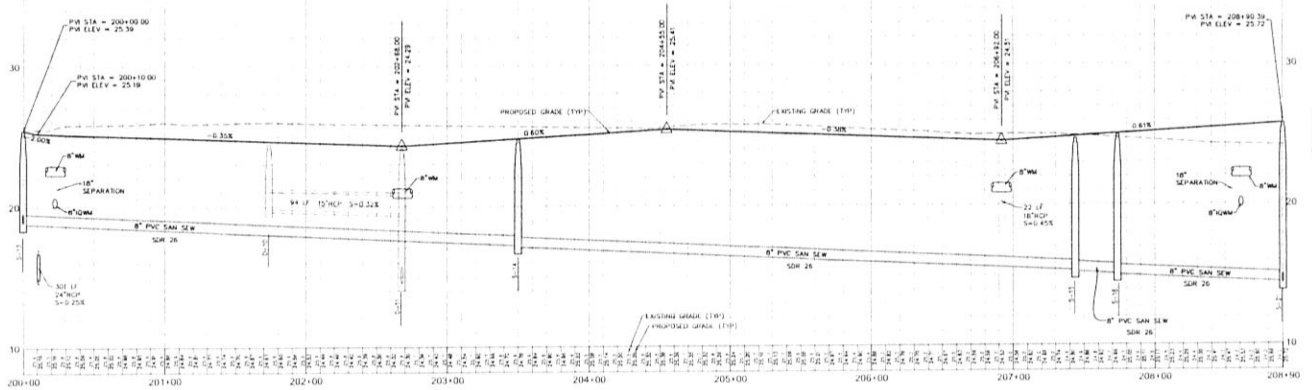
- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

TRUMPET TREE CIRCLE

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.

PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.



UTILITY CROSSINGS - UC

UC	Crossing	UC	Crossing
UC3	BOT 8"WM=21.30 TOP 24"RCP=16.95	UC8	BOT 8"WM=20.60 TOP 24"RCP=15.86
UC4	BOT 8"WM=21.53 TOP 8"IQWM=20.03	UC9	BOT 18"RCP=19.25 TOP 8"SAN=16.24
UC5	BOT 8"SAN=18.71 TOP 24"RCP=17.01	UC10	BOT 8"WM=20.85 TOP 18"RCP=19.29
UC6	BOT 8"IQWM=20.75 TOP 8"SAN=19.41	UC11	BOT 8"IQWM=20.31 TOP 8"SAN=15.23
UC7	BOT 8"SAN=17.58 TOP 15"RCP=15.89	UC12	BOT 8"WM=21.91 TOP 8"IQWM=20.31

FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
IF-65	45 BEND				
IF-66	45 BEND				
IF-67	45 BEND				
IF-68	45 BEND				
IF-69	22 BEND				
IF-70	22 BEND				
IF-71	22 BEND				
IF-72	22 BEND				
IF-73	45 BEND				
IF-74	45 BEND				
IF-75	8" TEE				
IF-76	45 BEND				
IF-77	45 BEND				
IV-21	8" GV				
IV-22	8" GV				
IV-23	8" GV				
WF-48	8 X 8 TEE				
WF-49	11 BEND				
WF-50	22 BEND				
WF-51	22 BEND				
WF-52	11 BEND				
WF-53	11 BEND				
WF-54	11 BEND				
WV-39	8" GV				
WV-40	8" GV				

ALL ELEVATIONS ARE BASED ON NAVD-88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

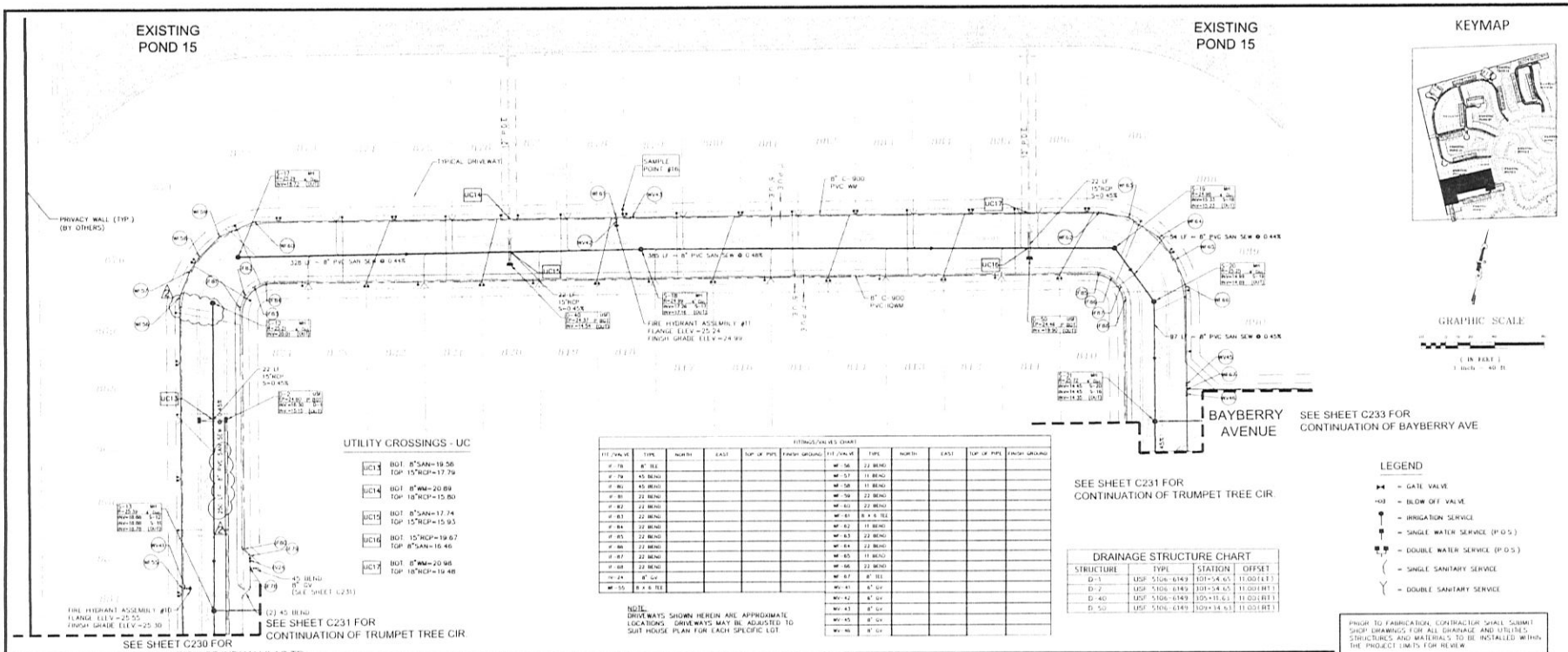
Plan & Profile - Trumpet Tree Circle
Sta. 200+00.00 to Sta. 208+90.39

CARNAHAN·PROCTOR·CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936
FILE NO. 120409

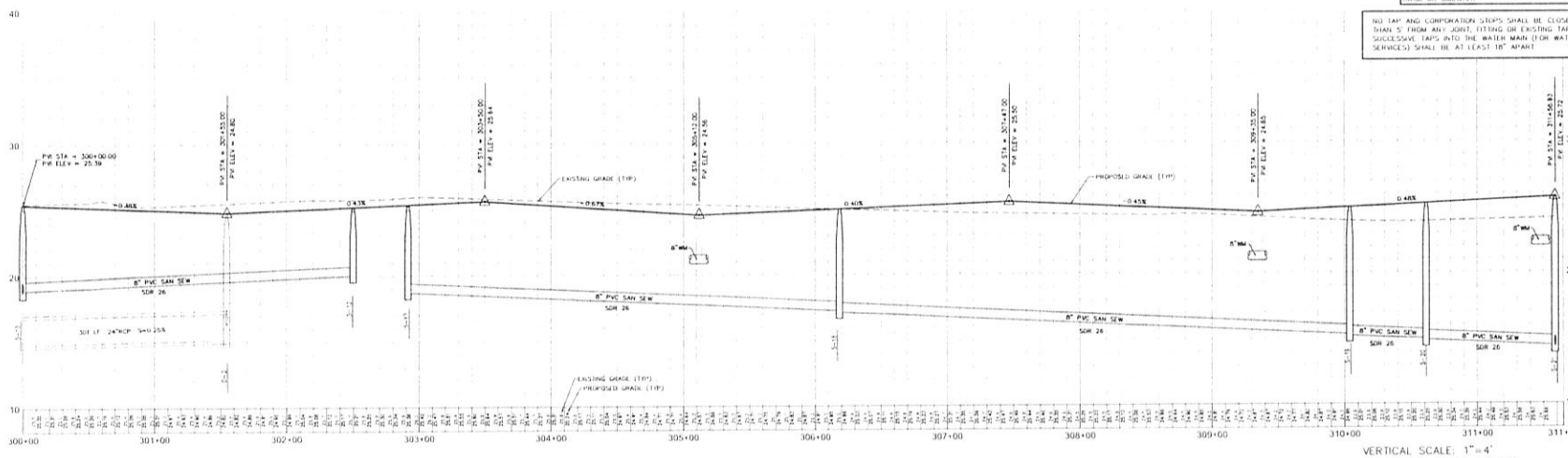
SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	NP

C231

MURRY A. BULLION
LICENSE NO. 62486
STATE OF FLORIDA
Sep. 18, 2015
PROFESSIONAL ENGINEER



TRUMPET TREE CIRCLE



VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

ALL ELEVATIONS ARE BASED ON NAVD 88

CITY OF PSL PROJECT NO. PTS-118

NO	DATE	BY	CKD	REVISIONS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Trumpet Tree Circle
Sta. 300+00.00 to Sta. 311+58.93

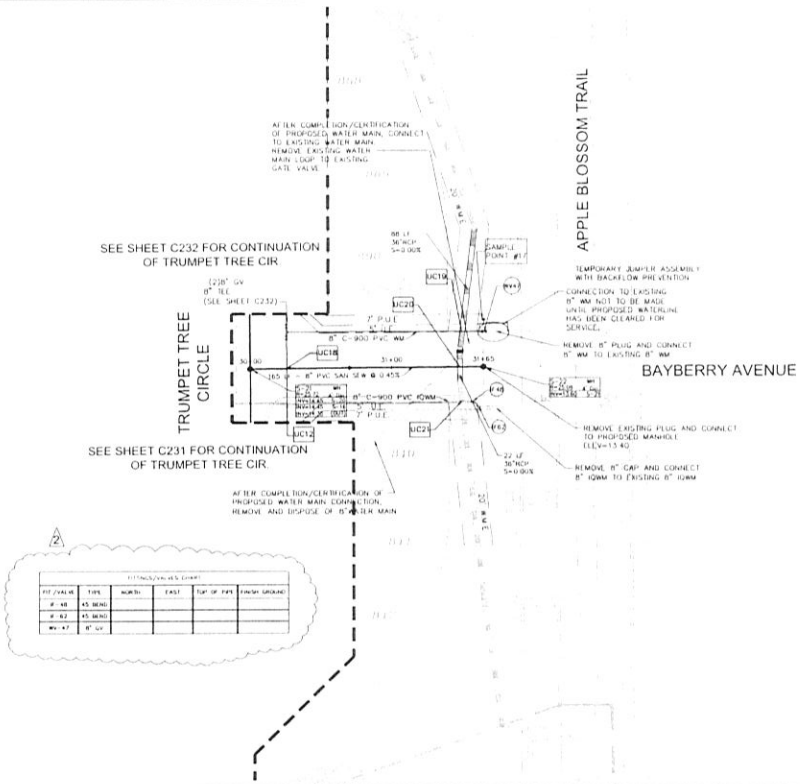
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

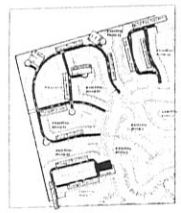
SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	MP

C232

MARK A. BULLOCK LICENSE NO. 42240 STATE OF FLORIDA Sep. 10, 2015 PROFESSIONAL ENGINEER



KEYMAP



GRAPHIC SCALE

(IN FEET)

LEGEND

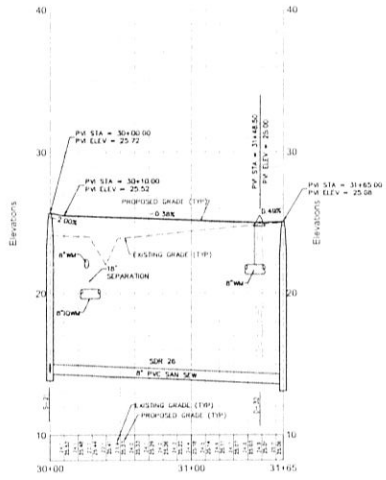
- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - UG

UC12	BOT. 8"WM=21.91 TOP 8"IQWM=20.31
UC18	BOT. 8"WM=21.78 TOP 8"SAN=14.90
UC19	BOT. 8"WM=21.33 TOP 36"RCP=19.33
UC20	BOT. 36"RCP=16.00 TOP 8"SAN=14.39
UC21	BOT. 8"IQWM=20.83 TOP 36"RCP=19.33

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

BAYBERRY AVENUE



PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

ALL ELEVATIONS ARE BASED ON NAVD-88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CKD	REVISIONS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Bayberry Avenue
Sta. 30+00.00 to Sta. 31+65.00

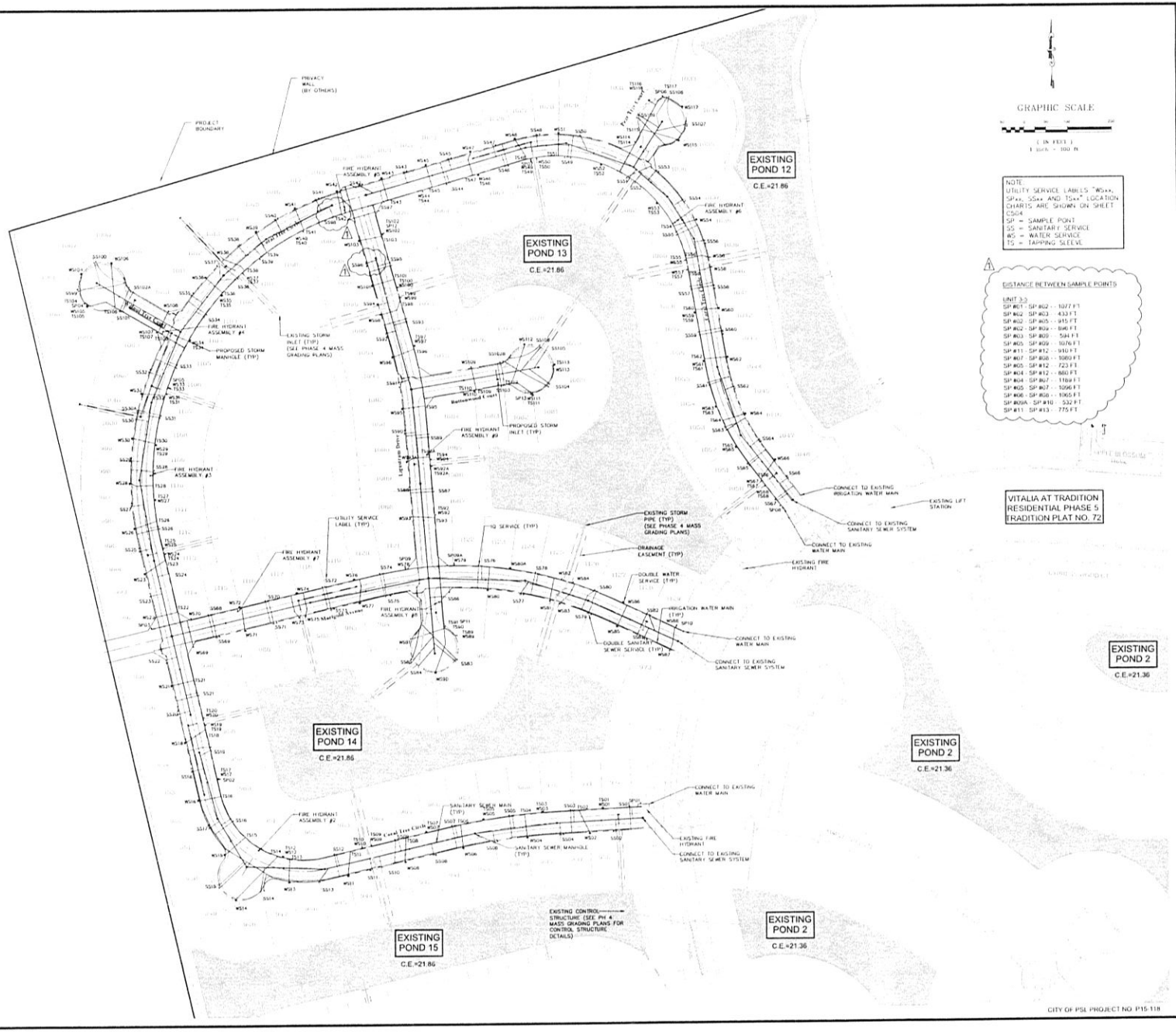
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS - SURVEYORS - PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 12049

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C233

MARK A. BULLOCK
LICENSE
NO. 42446
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
Sept. 19, 2015



NO	DATE	BY	CK'D	REVISIONS
1	09-11-15	DP	MB	REVISED PER PSLUSD COMM

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3 & 5
Site Plan

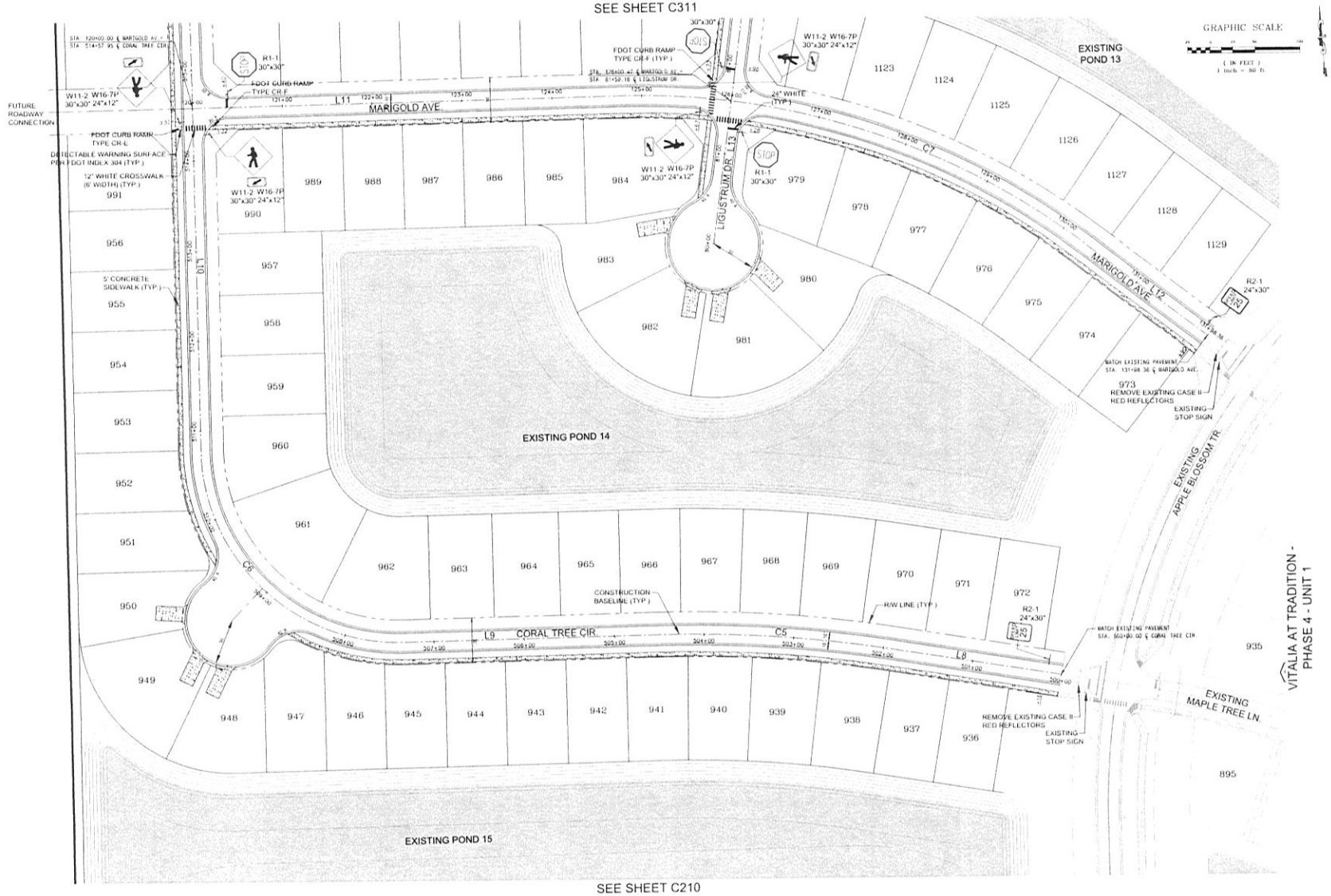
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH NO. 00002936
FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C300

NO. 46940
STATE OF CALIFORNIA
Sep 16, 2015
PROFESSIONAL ENGINEER



LINE TABLE		
LINE	LENGTH	BEARING
L8	196.32	S87°06'55"W
L9	285.37	S76°48'01"W
L10	378.64	N13°12'00"W
L11	476.27	N76°48'00"E
L12	167.60	N64°41'28"W
L13	518.90	N04°34'29"W

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C5	10°18'55"	252.05	1400.00	126.37
C6	89°59'59"	345.57	270.00	220.00
C7	38°30'32"	554.49	825.00	288.17

ALL PAVEMENT MARKERS, STRIPING, SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BY CONTRACTOR PER THE CITY OF PORT ST. LUCIE STANDARDS, THE M.U.T.C.D. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3 & 5
Geometry Plan

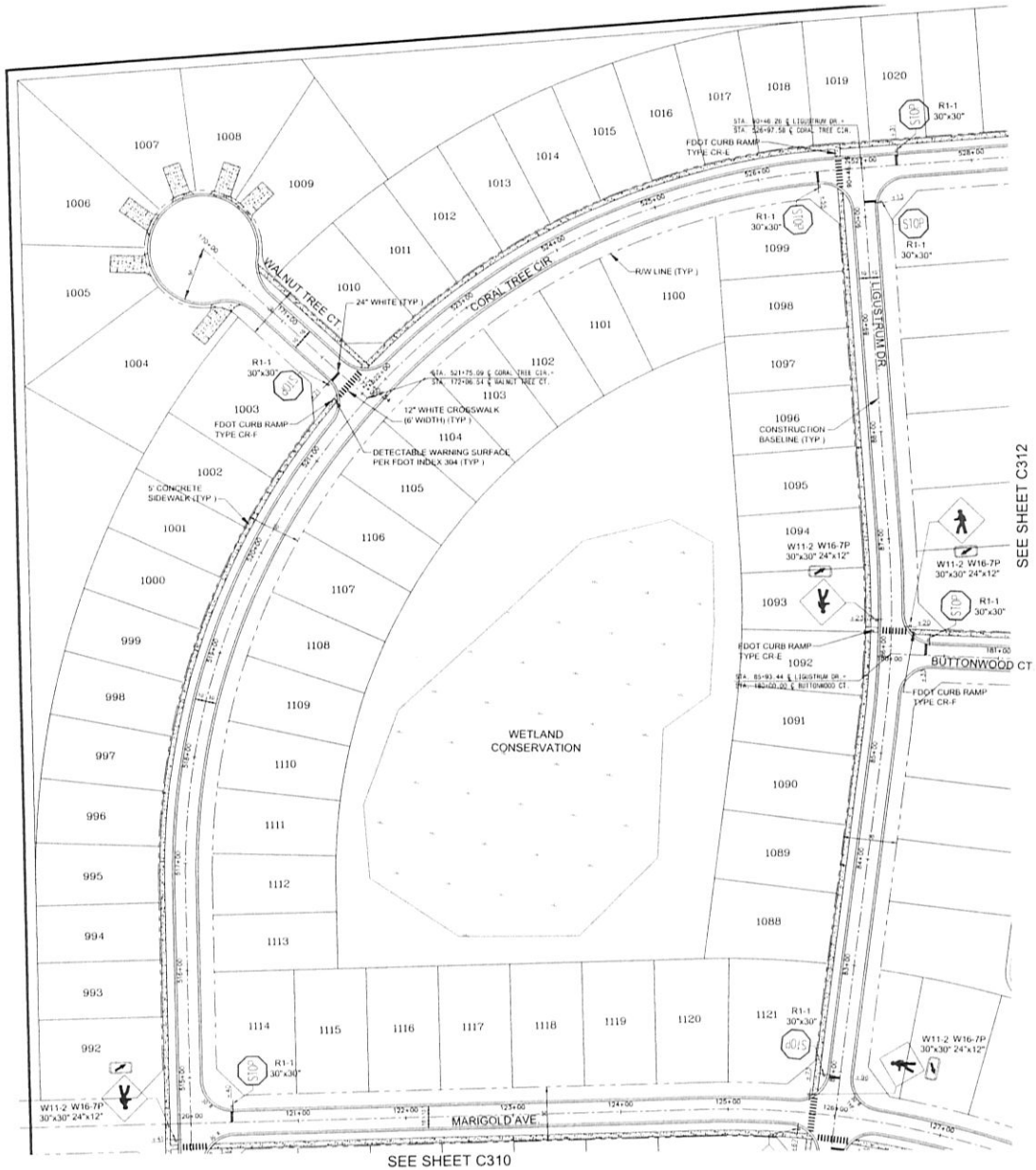
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120405

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C310

MURRAY A. BULLOCK LICENSED NO. 42342 STATE OF FLORIDA Sep. 18, 2015 PROFESSIONAL ENGINEER



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L16	206.54	N59°34'20"W
L17	348.76	S15°56'41"E

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C10	87°15'19"	989.88	650.00	619.58
C11	11°22'12"	178.60	900.00	89.59

ALL PAVEMENT MARKERS, STRIPING, SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BY CONTRACTOR PER THE CITY OF PORT ST. LUCIE STANDARDS, THE M.U.T.C.D. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3 & 5
Geometry Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

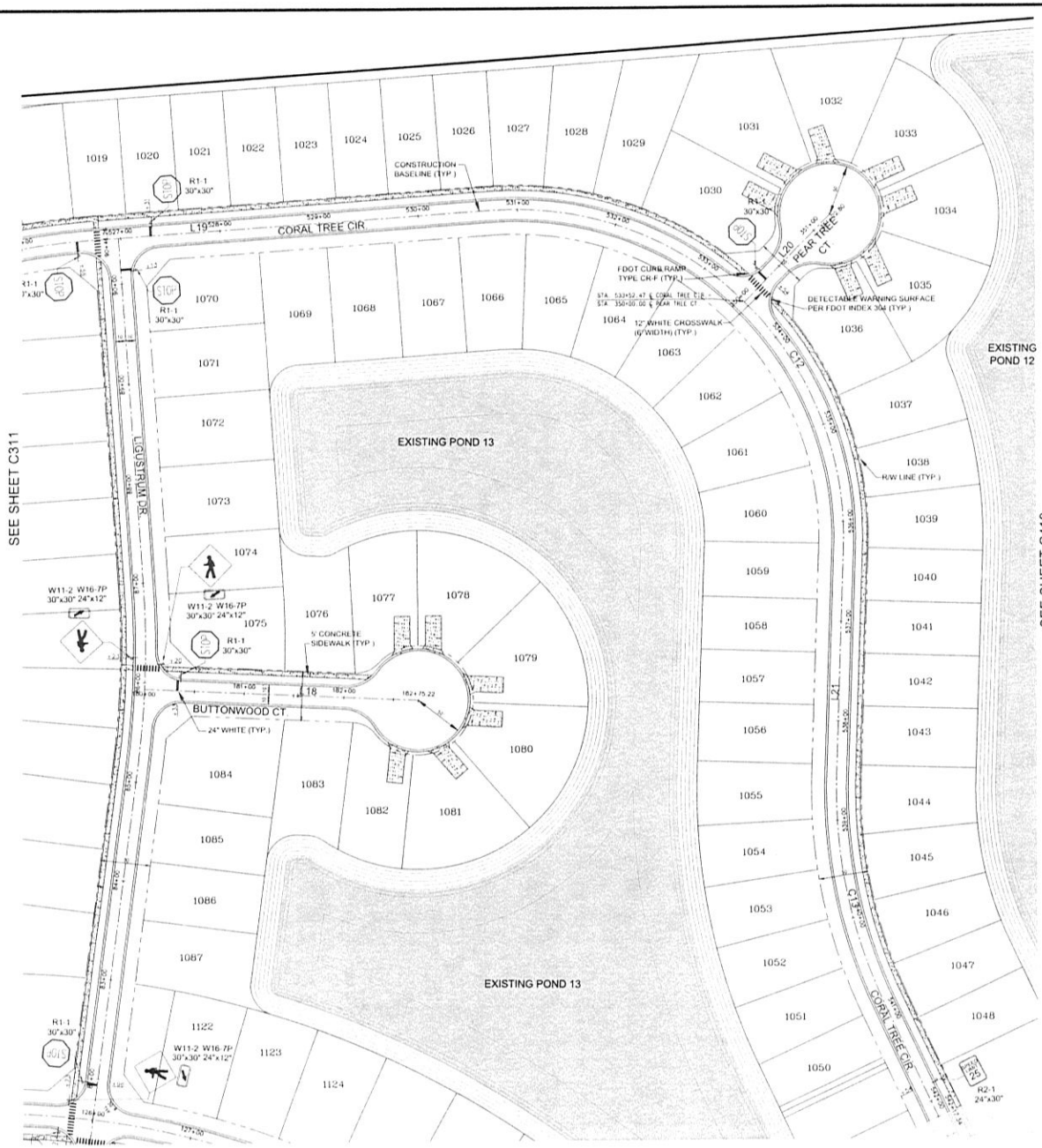
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	

C311

MURRAY A. BULLOCK
LICENSE NO. 42340
STATE OF FLORIDA
PROFESSIONAL ENGINEER
Sept. 18, 2015



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

LINE TABLE		
LINE	LENGTH	BEARING
L18	275.22	N80°40'47"E
L19	403.07	N74°03'19"E
L20	122.80	S32°53'40"W
L21	226.39	S10°00'50"E

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C12	95°55'51"	552.52	330.00	366.06
C13	27°02'45"	236.02	500.00	120.25

ALL PAVEMENT MARKERS, STRIPING, SIGNAGE AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED BY CONTRACTOR PER THE CITY OF PORT ST. LUCIE STANDARDS, THE M.U.T.C.D. AND THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS

CITY OF PSL PROJECT NO. P15-116

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3 & 5
Geometry Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

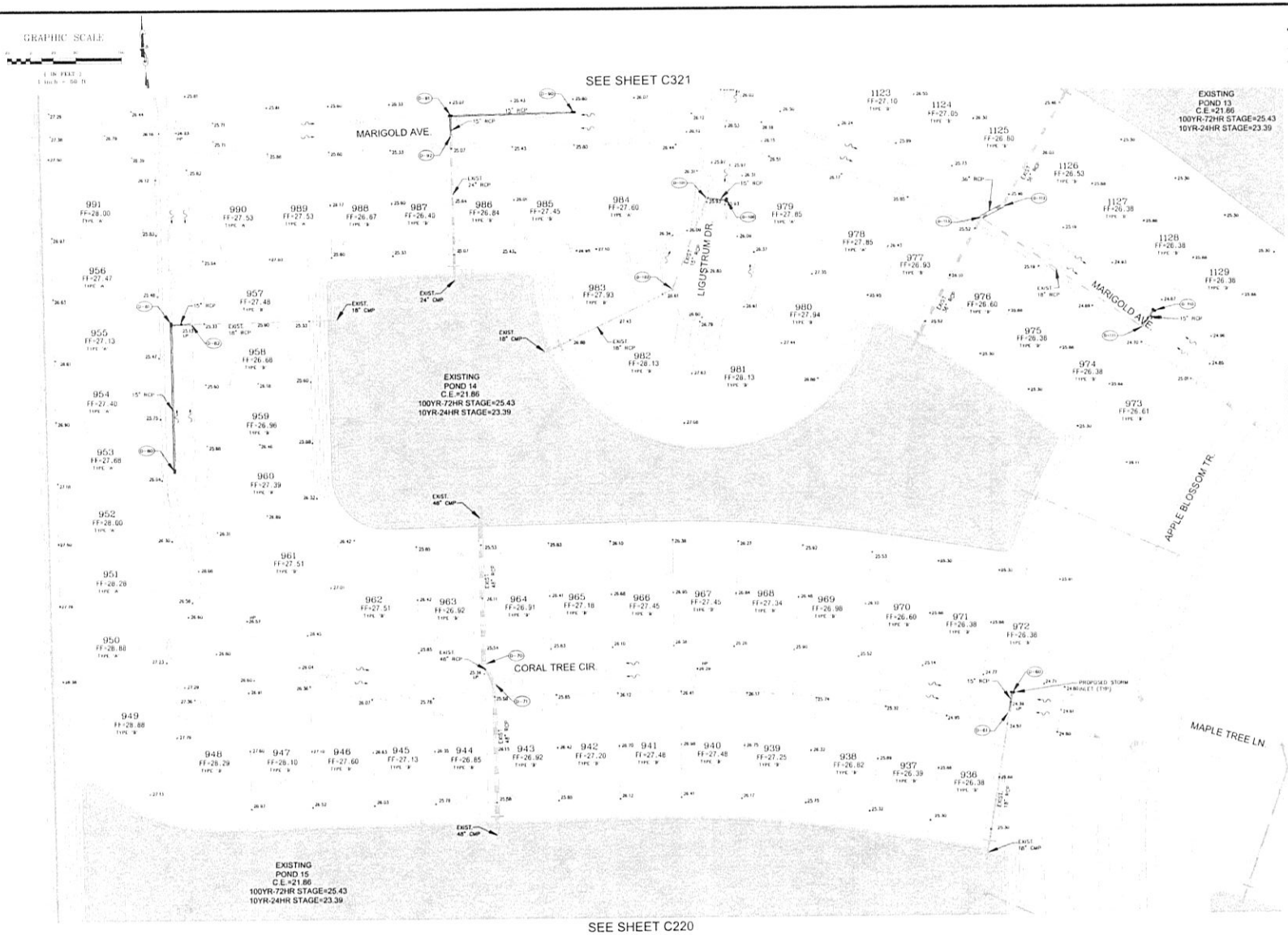
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C312

MURRAY A. BULLOCK
LICENSE
NO. 42340
STATE OF
Sept. 16, 2015
FLORIDA
PROFESSIONAL ENGINEER



FOR TYPE 'A' AND TYPE 'B' LOT GRADING DETAILS, SEE SHEET C500

ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3&5
Grading & Drainage Plan

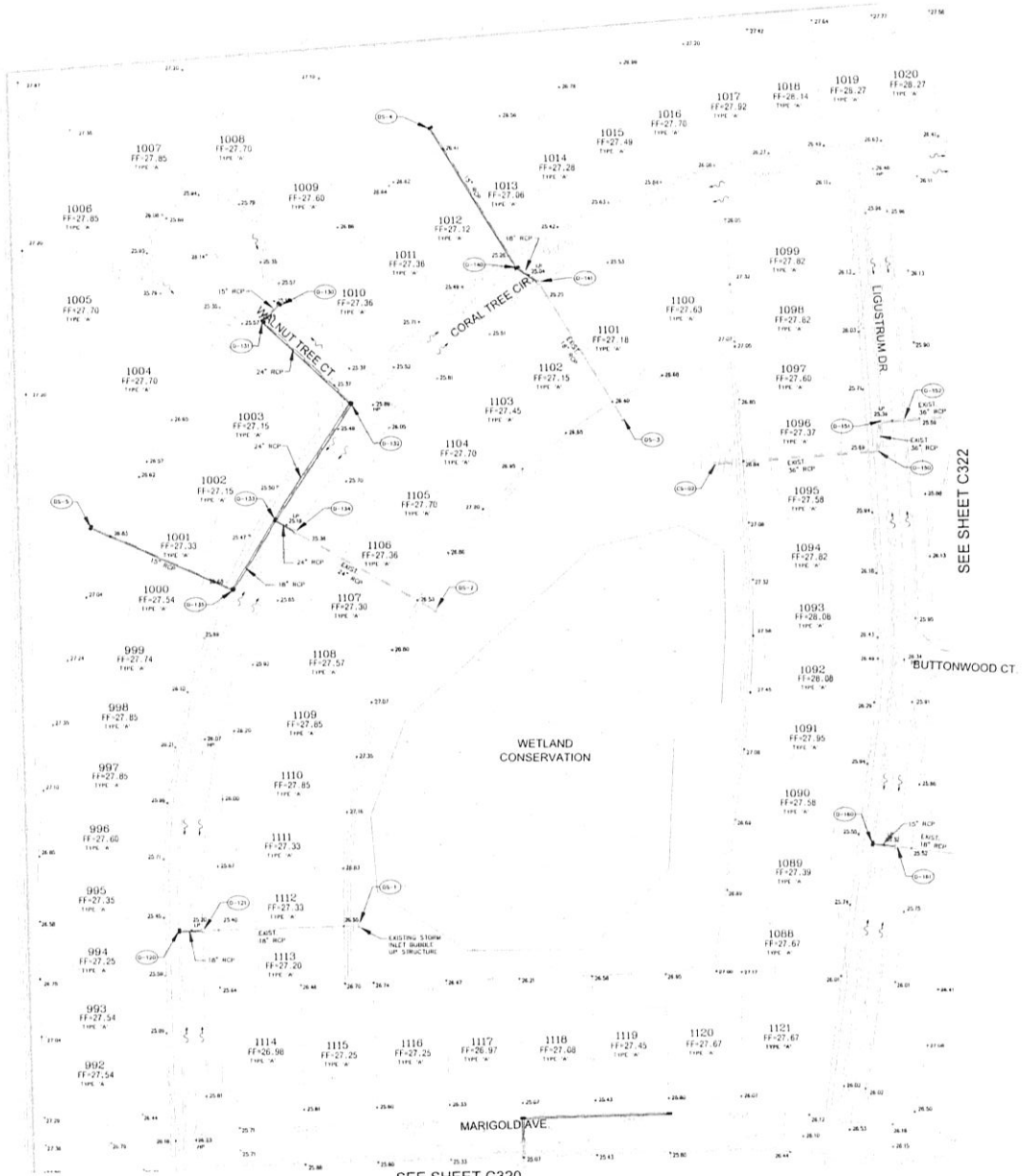
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C320

NO. 42486 STATE OF FLORIDA Sep 10, 2015



GRAPHIC SCALE

1 IN. = 50 FT.

Legend

Symbol	Description
	PROPOSED INLET
	EXISTING INLET
	PROPOSED STORM PIPE
	EXISTING STORM PIPE
	EXISTING CONTOUR
29.00	PROPOSED SPOT ELEVATION
M.E.G.	MATCH EXISTING GRADE

FOR TYPE 'A' AND TYPE 'B' LOT GRADING DETAILS, SEE SHEET C500

ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3&5
Grading & Drainage Plan

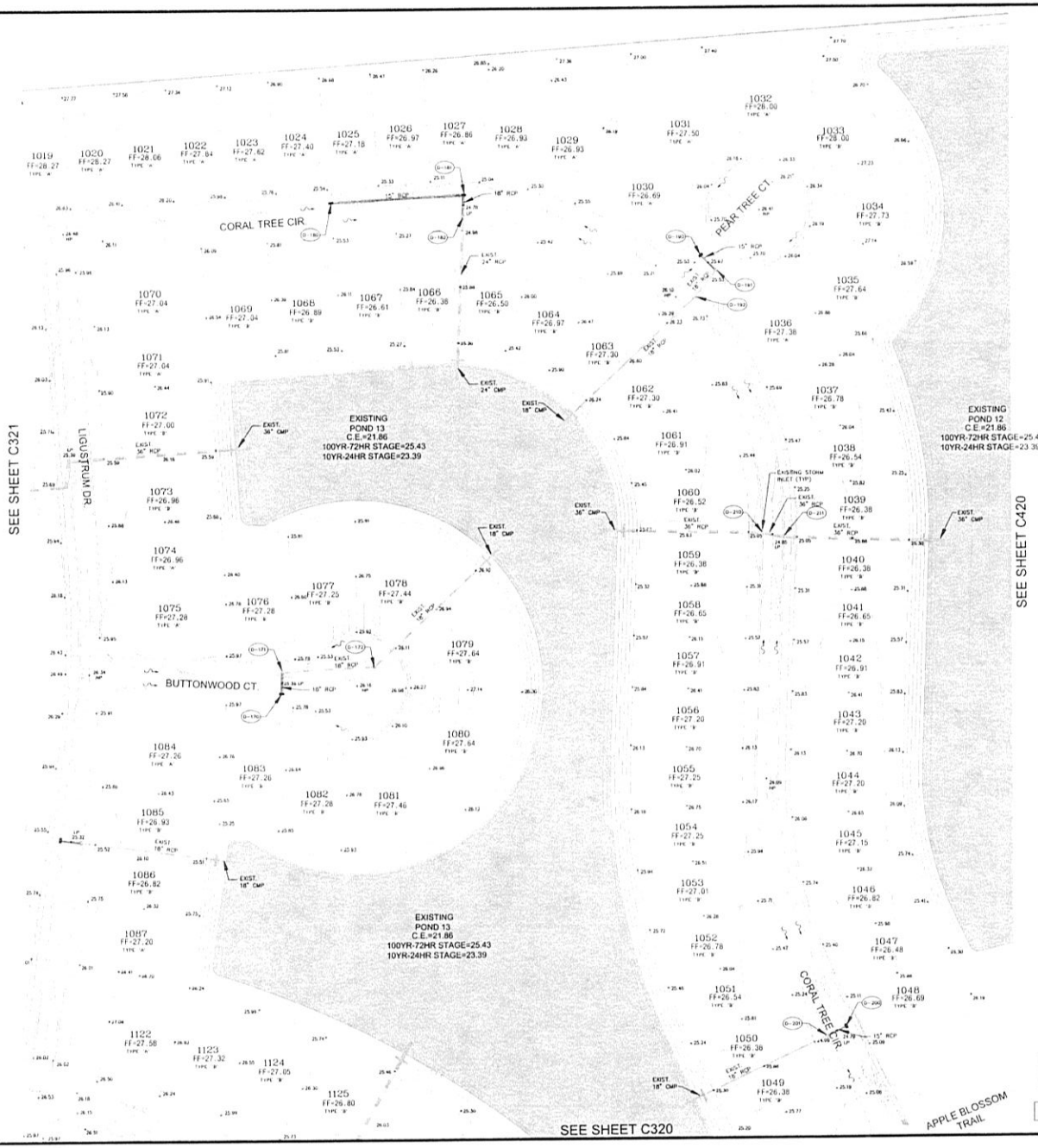
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C321

MURRAY A. BULLOCK
LICENSE
NO. 42240
STATE OF
Sept. 18, 2015
FLORIDA
PROFESSIONAL ENGINEER



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft.

Legend

Symbol	Description
	PROPOSED INLET
	EXISTING INLET
	PROPOSED STORM PIPE
	EXISTING STORM PIPE
	EXISTING CONTOUR
29.00	PROPOSED SPOT ELEVATION
M.E.G.	MATCH EXISTING GRADE

FOR TYPE 'A' AND TYPE 'B' LOT GRADING DETAILS, SEE SHEET C500

ALL ELEVATIONS ARE BASED ON NAVD-88

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CKD	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Units 3&5
Grading & Drainage Plan

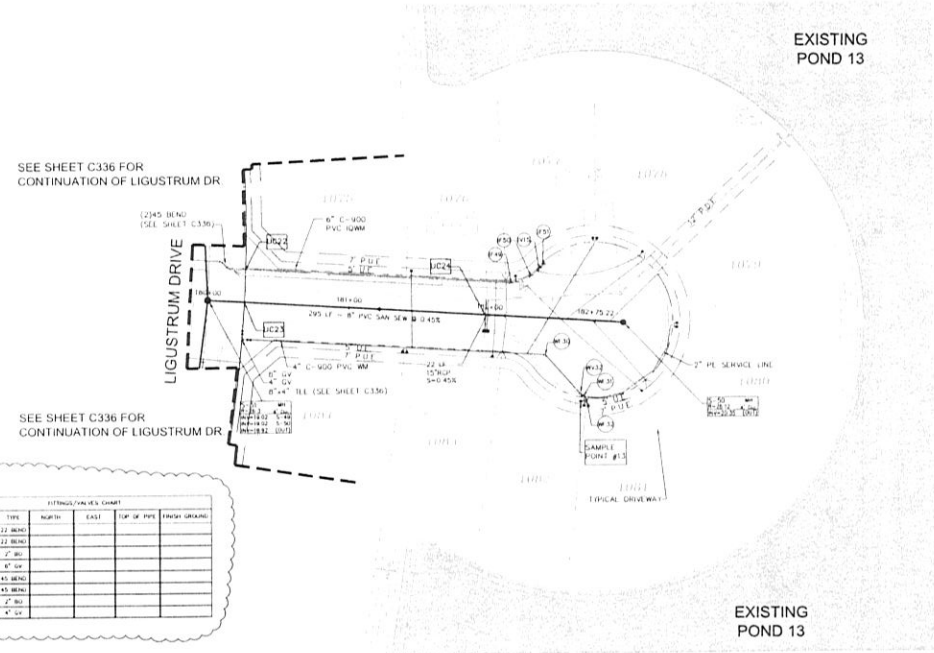
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE:	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C322

MICHAEL A. BULLOCK
LICENSE NO. 42240
STATE OF FLORIDA
Sep 16, 2015
PROFESSIONAL ENGINEER



KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft

LEGEND

- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-170	USF 5106-6149	181+97.95	11.00 (RT.)

UTILITY CROSSINGS - UC

UC22	BOT. 8"WM=22.31 TOP 6"IQWM=20.71
UC23	BOT. 8"WM=22.31 TOP 8"SAN=19.83
UC24	BOT. 8"SAN=19.89 TOP 15"RCP=18.29

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

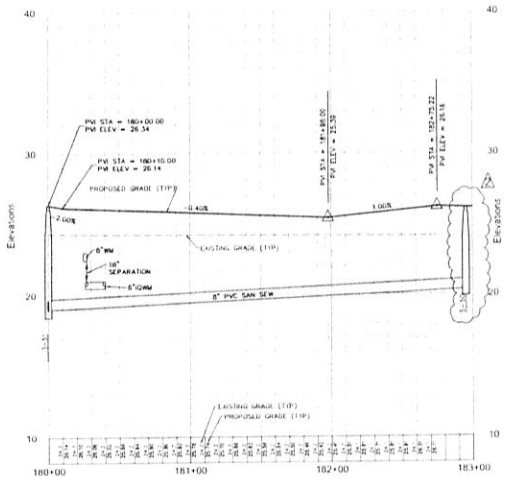
FITTINGS/VALVES CHART					
FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GRADE
F-49	22 BEND				
F-50	22 BEND				
F-51	2" 90				
GV-15	6" GV				
BF-30	45 BEND				
BF-31	45 BEND				
BF-32	2" 90				
WV-32	4" GV				

BUTTONWOOD COURT

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.



ALL ELEVATIONS ARE BASED ON NAVD 88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Buttonwood Court
Sta. 180+00.00 to Sta. 182+75.22

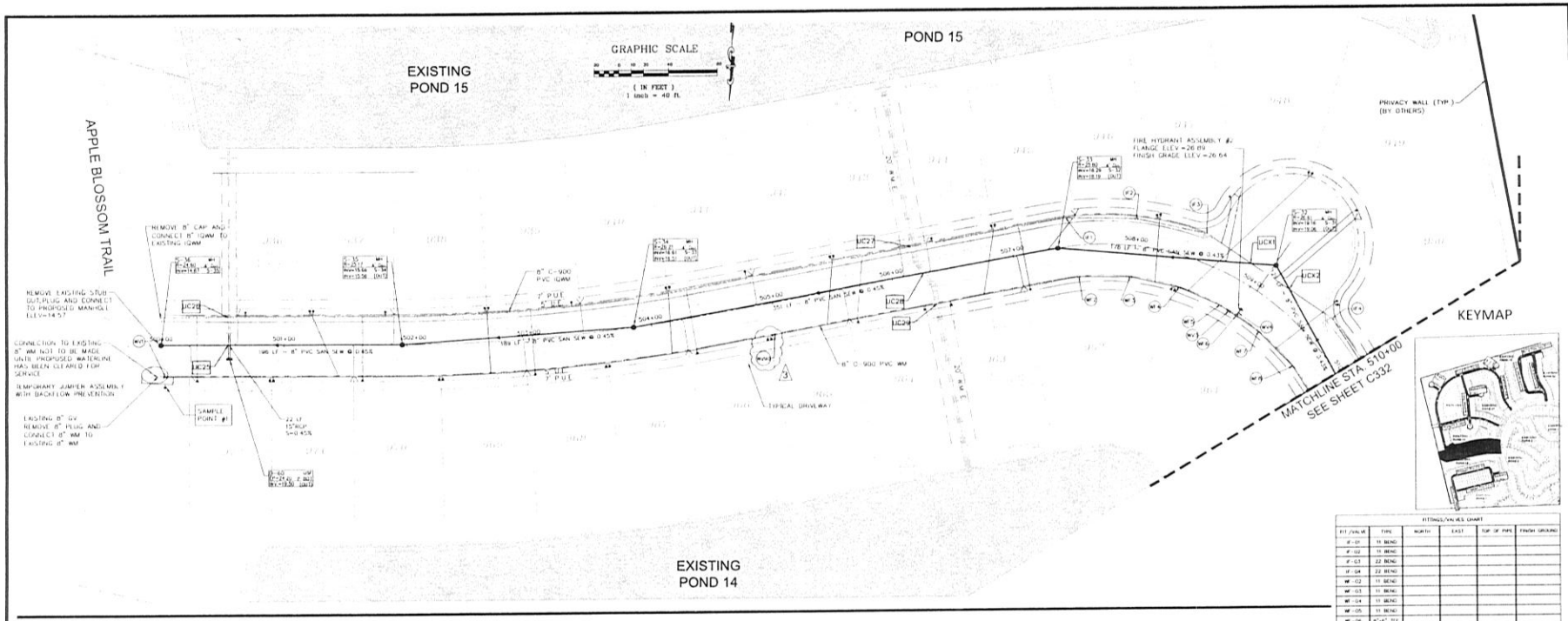
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
CPEC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C330

MARK A. BUTLER
LICENSED
No. 62390
STATE OF
FLORIDA
Sept. 18, 2015
PROFESSIONAL ENGINEER



CORAL TREE CIRCLE

ALL ELEVATIONS ARE BASED ON NAVD 88

PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.

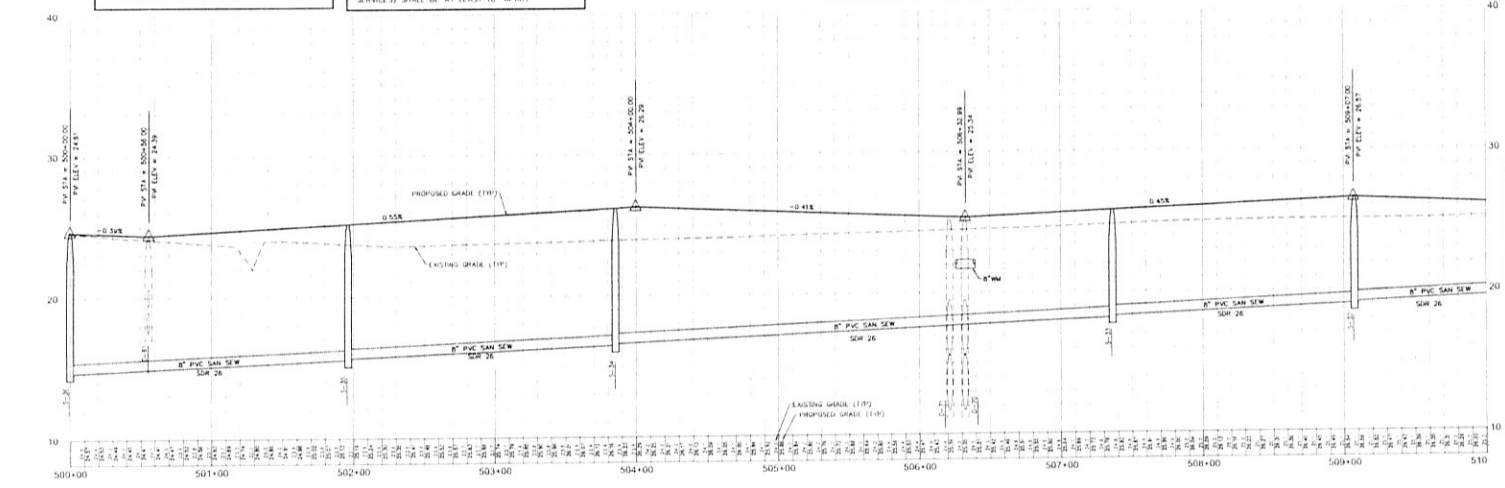
DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-60	USF 5106-6149	500+55.56	11.00(RT.)

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
F-01	11 BEND				
F-02	11 BEND				
F-03	22 BEND				
F-04	22 BEND				
W-02	11 BEND				
W-03	11 BEND				
W-04	11 BEND				
W-05	11 BEND				
W-06	8"x6" TEE				
W-07	11 BEND				
W-08	11 BEND				
WV-01	8" GV				
WV-03	8" GV				
WV-04	8" GV				
WV-BO	8" GV				



LEGEND

- GV = GATE VALVE
- BOV = BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.D.S.)
- DOUBLE WATER SERVICE (P.D.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - UC

UC25	BOT. 15"RCP=19.26 TOP. 8"SAN=15.62
UC26	BOT. 8"IGWM=20.72 TOP. 18"RCP=19.13
UC27	BOT. 8"IGWM=21.84 TOP. 48"RCP=19.92
UC28	BOT. 8"SAN=17.67 TOP. 48"RCP=16.07
UC29	BOT. 8"WM=21.80 TOP. 48"RCP=19.92
UCX1	BOT. 8"IGWM=22.00 TOP. 8"SAN=19.64
UCX2	BOT. 8"IGWM=22.00 TOP. 8"SAN=19.93

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'
CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Coral Tree Circle
Sta. 500+00.00 to Sta. 510+00.00

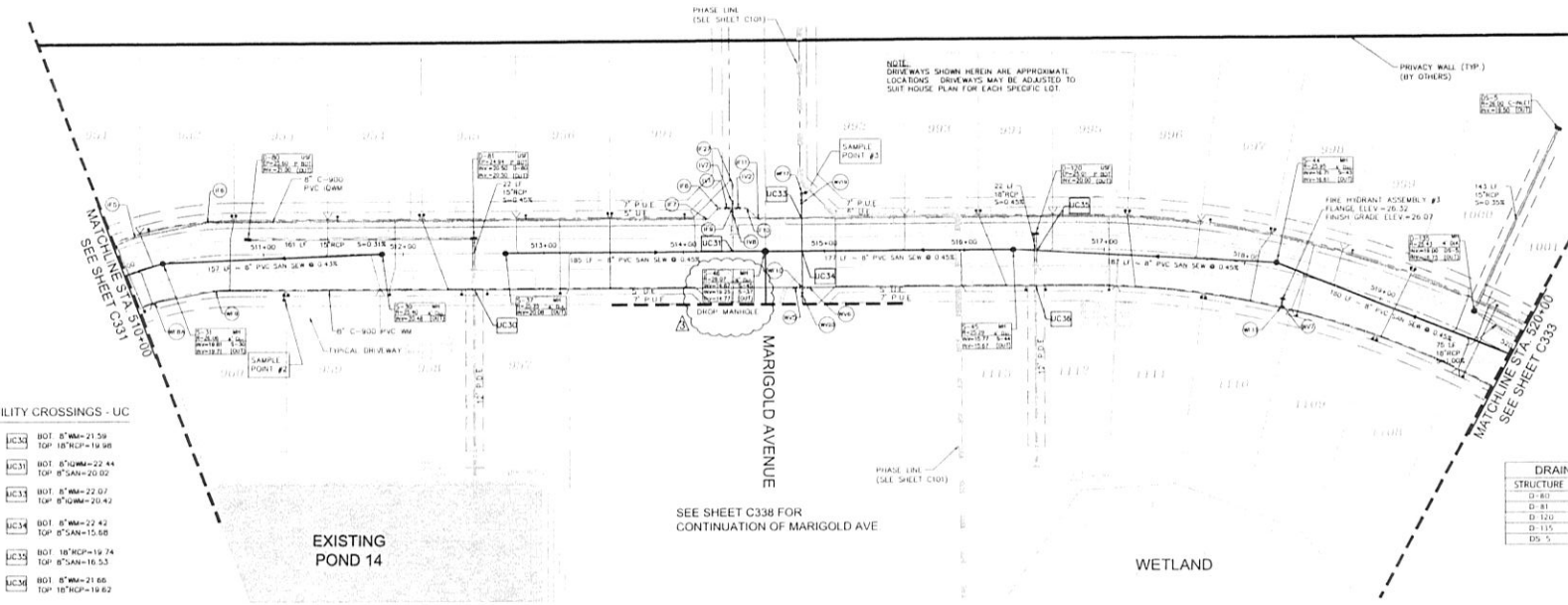
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	MP

C331

MARY A. BUSSIERE — LICENSE NO. 42446 — STATE OF FLORIDA — OCT. 14, 2015 — PROFESSIONAL ENGINEER



UTILITY CROSSINGS - UC

UC30	BOT. 8"WM=21.59 TOP 18"RCP=19.98
UC31	BOT. 8"IQWM=22.44 TOP 8"SAN=20.02
UC33	BOT. 8"WM=22.07 TOP 8"IQWM=20.42
UC34	BOT. 8"WM=22.42 TOP 8"SAN=15.68
UC35	BOT. 18"RCP=19.74 TOP 8"SAN=16.53
UC36	BOT. 8"WM=21.66 TOP 18"RCP=19.82

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-80	USF 5106-6149	510+89.31	11.00 (LT)
D-81	USF 5106-6149	512+50.27	11.00 (LT)
D-120	USF 5106-6149	516+50.95	11.00 (LT)
D-115	MH	519+64.79	16.62 (LT)
DS-5	C INLET	519+64.79	159.40 (LT)

LEGEND

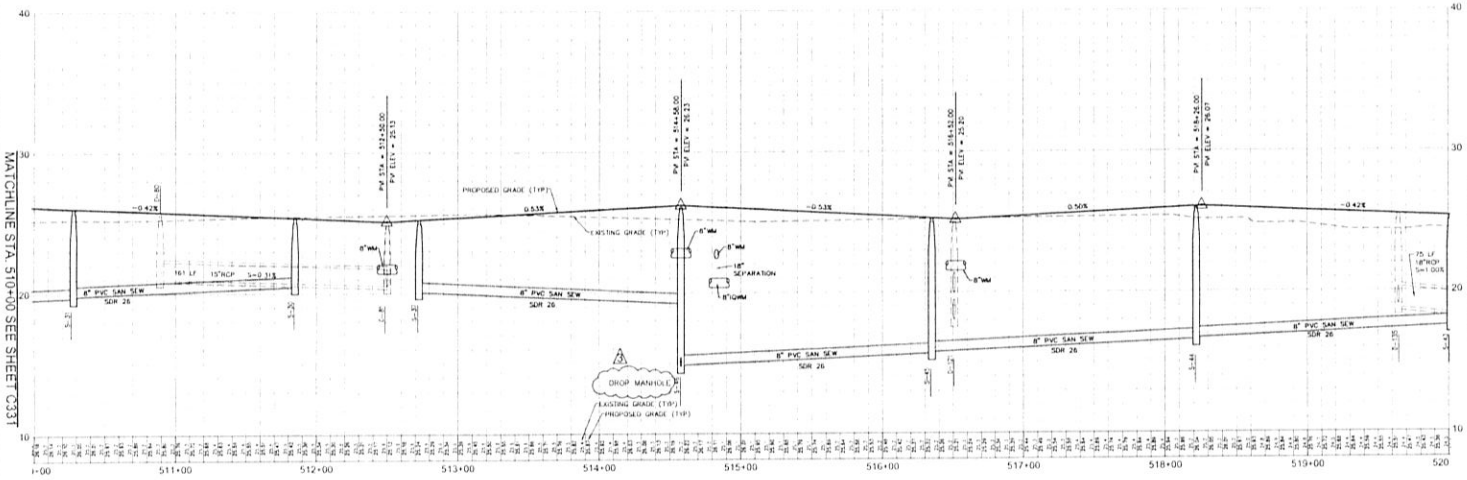
- GV = GATE VALVE
- BOV = BLOW OFF VALVE
- IRR = IRRIGATION SERVICE
- SWS = SINGLE WATER SERVICE (P.O.S.)
- DWS = DOUBLE WATER SERVICE (P.O.S.)
- SSS = SINGLE SANITARY SERVICE
- DSS = DOUBLE SANITARY SERVICE

CORAL TREE CIRCLE

ALL ELEVATIONS ARE BASED ON NAVD-88

PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.



FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
F-05	11 BEND				
F-06	11 BEND				
F-07	45 BEND				
F-08	45 BEND				
F-09	8" CROSS				
F-10	45 BEND				
F-11	45 BEND				
F-27	2" BOV				
IV-01	8" GV				
IV-02	8" GV				
IV-07	8" GV				
IV-08	8" GV				
MF-04	11 BEND				
MF-09	11 BEND				
MF-10	8" CROSS				
MF-11	8 x 6 TEE				
MF-12	2" BOV				
WV-05	8" GV				
WV-06	8" GV				
WV-07	8" GV				
WV-19	8" GV				
WV-20	8" GV				

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Coral Tree Circle
Sta. 510+00.00 to Sta. 520+00.00

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

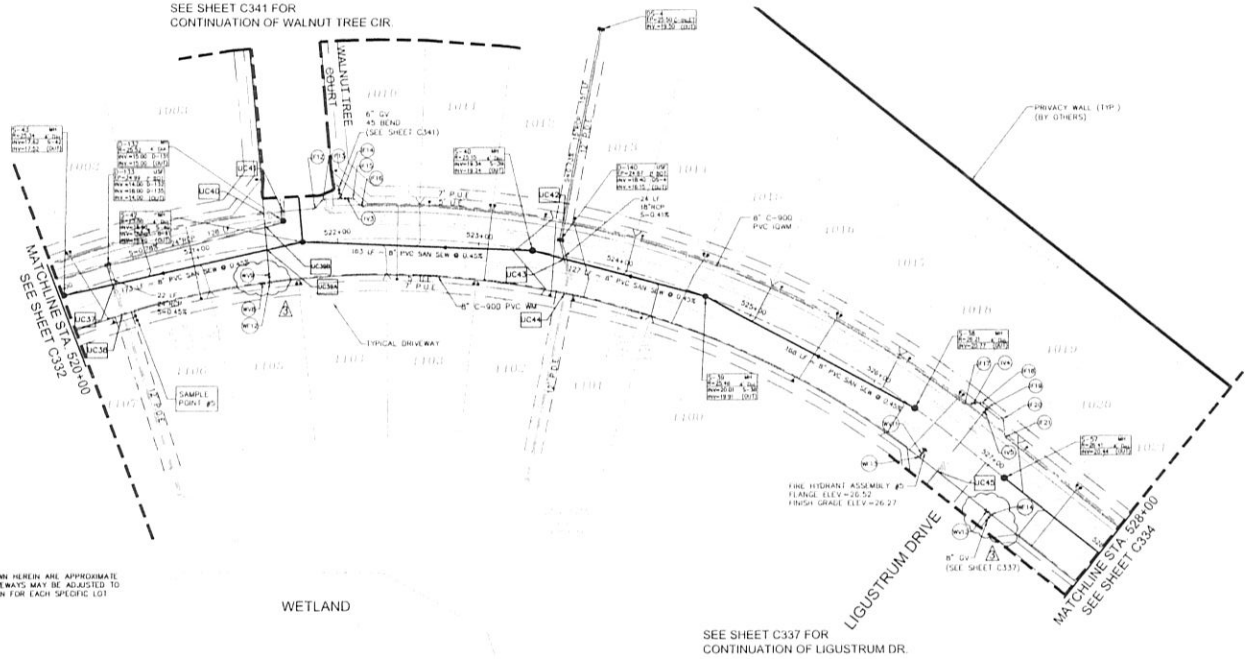
FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C332

MARK A. BUSH, LICENSE NO. 42342, STATE OF FLORIDA, Oct 14, 2015, PROFESSIONAL ENGINEER

SEE SHEET C341 FOR
CONTINUATION OF WALNUT TREE CIR.



NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

WETLAND

SEE SHEET C337 FOR
CONTINUATION OF LIGUSTRUM DR.

KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-132	MH	521+62.91	16.28 (LT)
D-131	USF 5106-6149	520+17.46	11.00 (LT)
D-140	USF 5106-6149	523+56.35	11.00 (LT)
DS-4	C INLET		

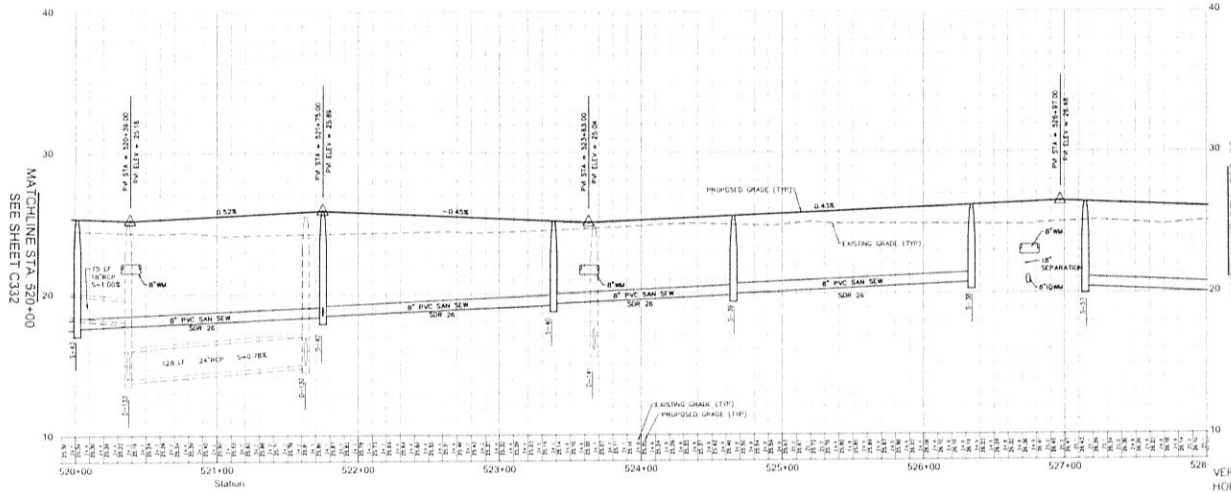
UTILITY CROSSINGS - UC

UC37	BOT. 8"SAN=17.79 TOP. 24"RCP=16.20
UC38	BOT. 8"WM=21.65 TOP. 24"RCP=16.11
UC39A	BOT. 6"WM=22.18 TOP. 8"SAN=18.99
UC39B	BOT. 6"WM=21.92 TOP. 24"RCP=17.16
UC42	BOT. 6"WM=22.26 TOP. 6"IQWM=20.50
UC43	BOT. 8"IQWM=19.80 TOP. 24"RCP=17.26
UC42	BOT. 8"IQWM=21.47 TOP. 15"RCP=19.94
UC43	BOT. 8"SAN=19.45 TOP. 18"RCP=17.81
UC44	BOT. 8"WM=21.50 TOP. 18"RCP=17.73
UC45	BOT. 8"WM=22.60 TOP. 6"IQWM=21.00

LEGEND

- GATE VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

CORAL TREE CIRCLE



PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN FOR WATER SERVICE(S) SHALL BE AT LEAST 18" APART.

FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
W-12	45 BEND				
W-13	45 BEND				
W-14	8 X 6 TEE				
W-15	45 BEND				
W-16	45 BEND				
W-17	45 BEND				
W-18	45 BEND				
W-19	8" CROSS				
W-20	45 BEND				
W-21	45 BEND				
W-03	8" GV				
W-04	8" GV				
W-05	8" GV				
MF-12	8 X 6 TEE				
MF-13	8 X 6 TEE				
MF-14	8" TEE				
WV-08	6" GV				
WV-09	6" GV				
WV-11	6" GV				
WV-12	6" GV				

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

ALL ELEVATIONS ARE BASED ON NAVD 88

CITY OF PSL PROJECT NO. P15-116

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Coral Tree Circle
Sta. 520+00.00 to Sta. 528+00.00

CARNAHAN·PROCTOR·CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

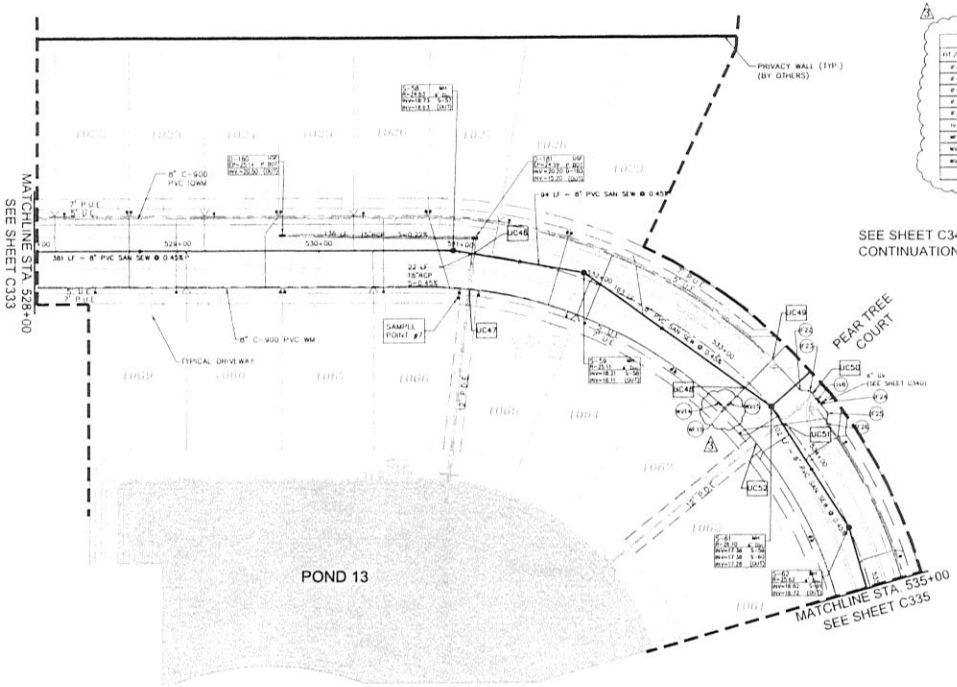
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C333

MARY A. BUSH
LICENSE
NO. 42240
STATE OF FLORIDA
OCT. 14, 2015
PROFESSIONAL ENGINEER



SEE SHEET C340 FOR CONTINUATION OF PEAR TREE CT.

FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
#-22	45 BEND				
#-23	45 BEND				
#-24	6"x6" TEE				
#-25	45 BEND				
#-26	45 BEND				
IV-08	8" GV				
MF-15	6"x4" TEE				
WV-14	8" GV				
WV-15	4" GV				

GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.

KEYMAP

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-180	USF 5106-6149	529+74.33	11.00 (LT)
D-181	USF 5106-6149	531+09.53	11.00 (LT)

LEGEND

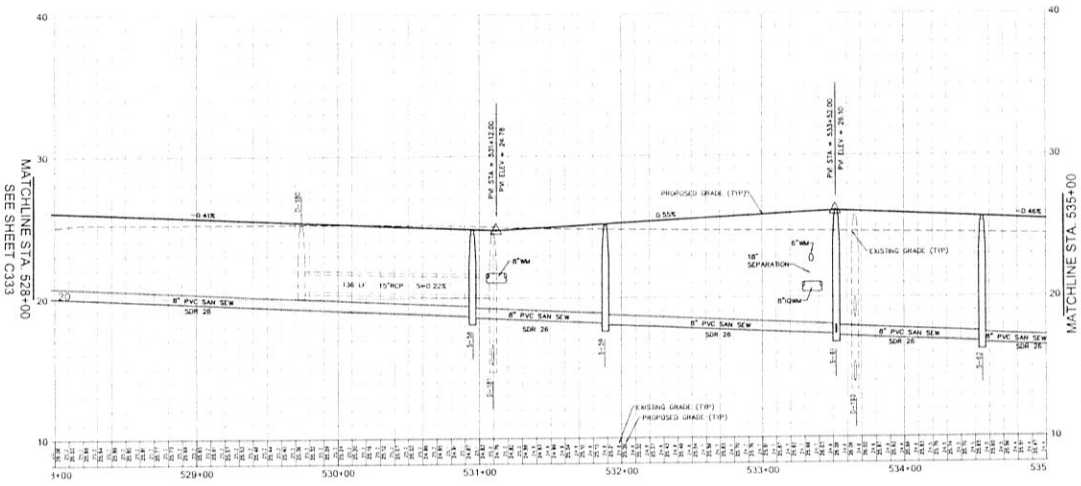
- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - UC

UC46	BOT. 8"SAN=18.57 TOP 18"RCP=16.86
UC47	BOT. 8"WM=21.24 TOP 24"RCP=16.90
UC48	BOT. 4"WM=22.68 TOP 8"SAN=18.15
UC49	BOT. 4"WM=22.68 TOP 8"IQWM=20.75
UC50	BOT. 8"IQWM=22.01 TOP 18"RCP=20.29
UC51	BOT. 8"SAN=17.20 TOP 18"RCP=15.58
UC52	BOT. 8"WM=22.49 TOP 18"RCP=15.53

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

CORAL TREE CIRCLE



NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

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ALL ELEVATIONS ARE BASED ON NAVD 88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Coral Tree Circle
Sta. 528+00.00 to Sta. 535+00.00

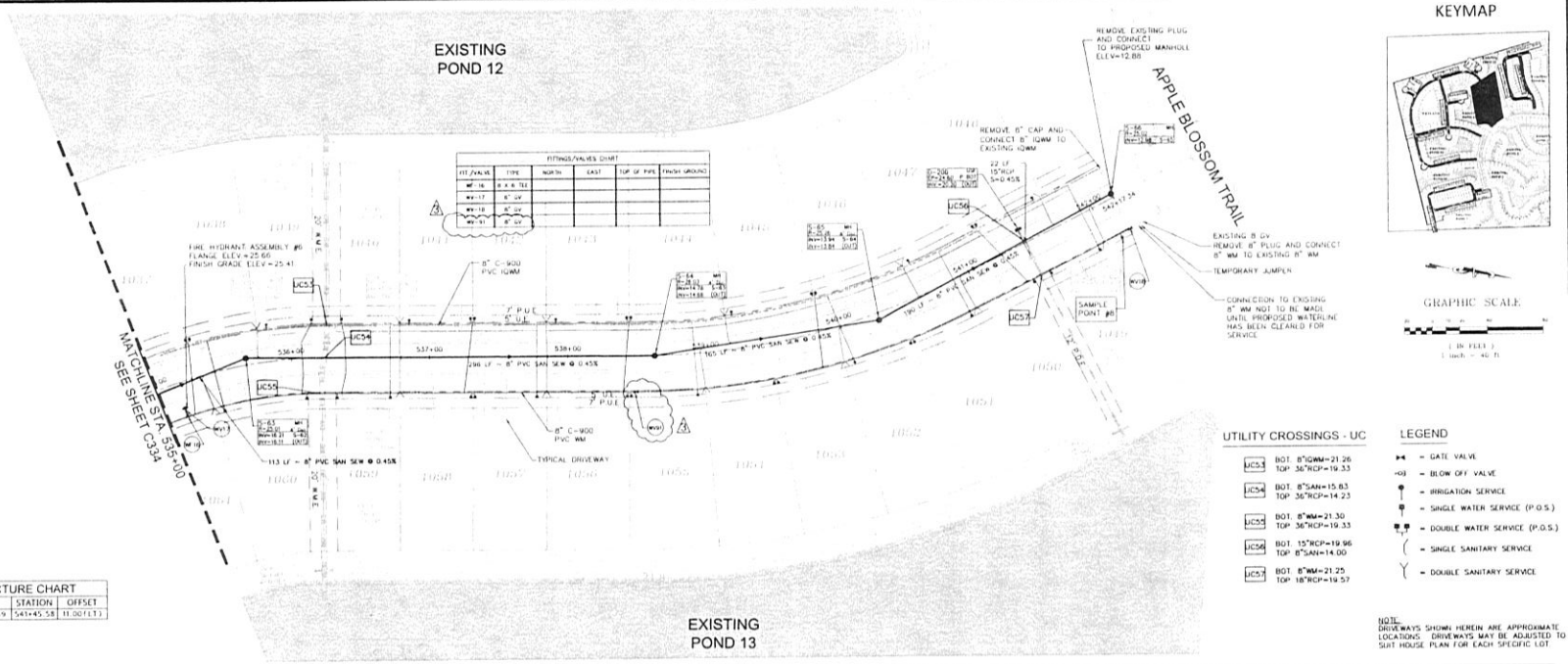
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C334

MANNY A. BULL, JR. LICENSE NO. 42081 STATE OF FLORIDA DEC 14, 2015 PROFESSIONAL ENGINEER



KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-200	USF 5106-6149	541+45.58	11.00'(LT.)

UTILITY CROSSINGS - UC

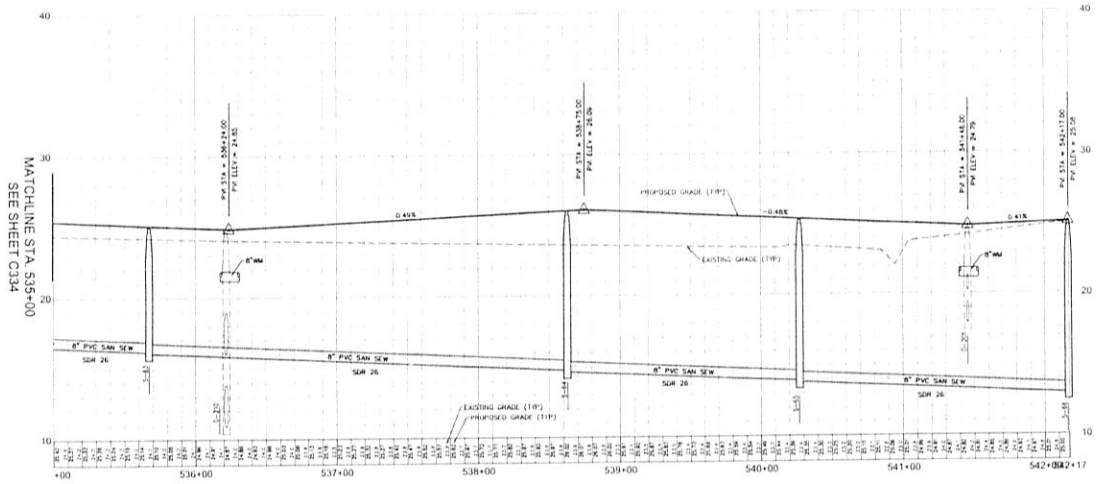
UC53	BOT. 8"IQWM=21.26 TOP 36"RCP=19.33
UC54	BOT. 8"SAN=15.83 TOP 36"RCP=14.23
UC55	BOT. 8"WM=21.30 TOP 36"RCP=19.33
UC56	BOT. 15"RCP=19.96 TOP 8"SAN=14.00
UC57	BOT. 8"WM=21.25 TOP 18"RCP=19.57

LEGEND

- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

CORAL TREE CIRCLE



PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

NO SERVICE AND CORPORATION STOPS SHALL BE LOCATED WITHIN OR UNDER A DRIVEWAY, CURB OR SIDEWALK.

NO TAP AND CORPORATION STOPS SHALL BE CLOSER THAN 5' FROM ANY JOINT, FITTING OR EXISTING TAP. SUCCESSIVE TAPS INTO THE WATER MAIN (FOR WATER SERVICES) SHALL BE AT LEAST 18" APART.

ALL ELEVATIONS ARE BASED ON NAVD-88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSLUSD COM.
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Coral Tree Circle
Sta. 535+00.00 to Sta. 542+17.34

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

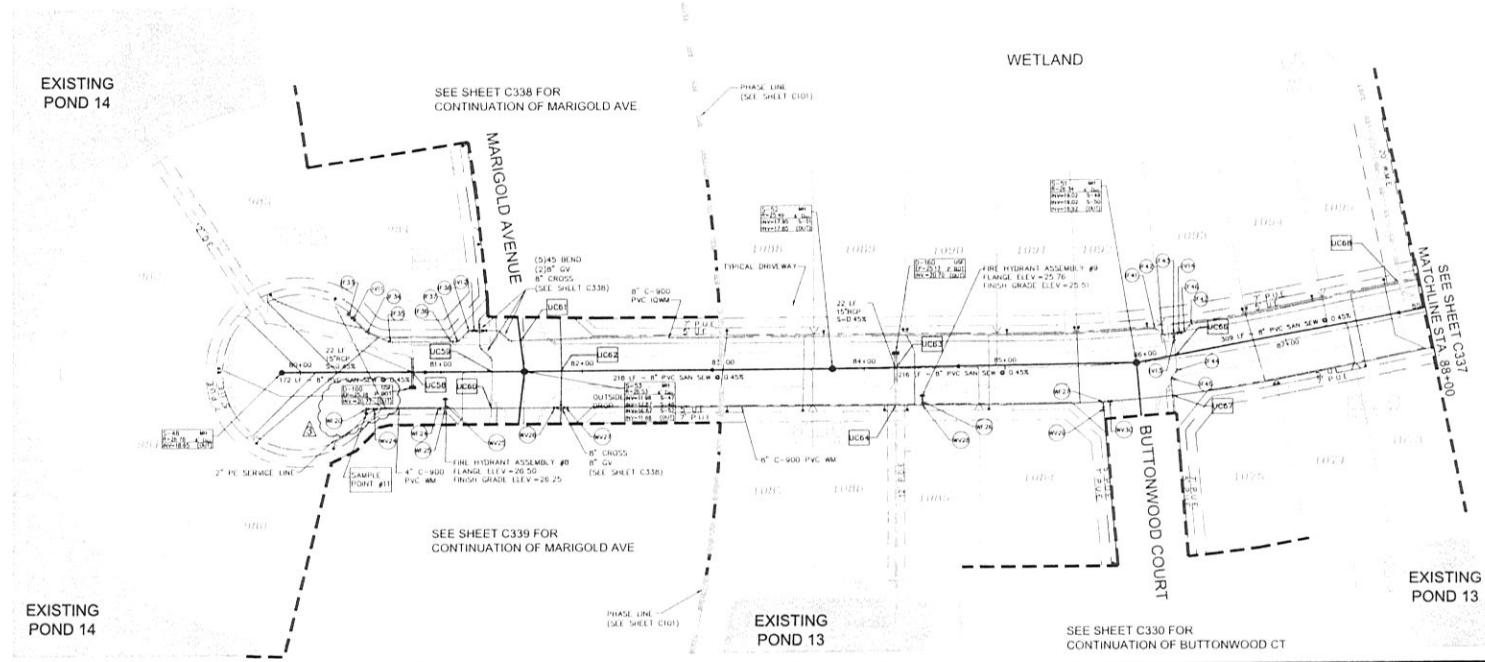
CPC AUTH. NO. 00002936

FILE NO. 120409

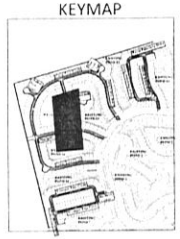
SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C335

SURVEY & BUILDING CONTROL
NO. 42360
STATE OF FLORIDA
Oct 14, 2015
PROFESSIONAL ENGINEER



KEYMAP



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND

- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

NOTE:
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LIGUSTRUM DRIVE

ALL ELEVATIONS ARE BASED ON NAVD 88

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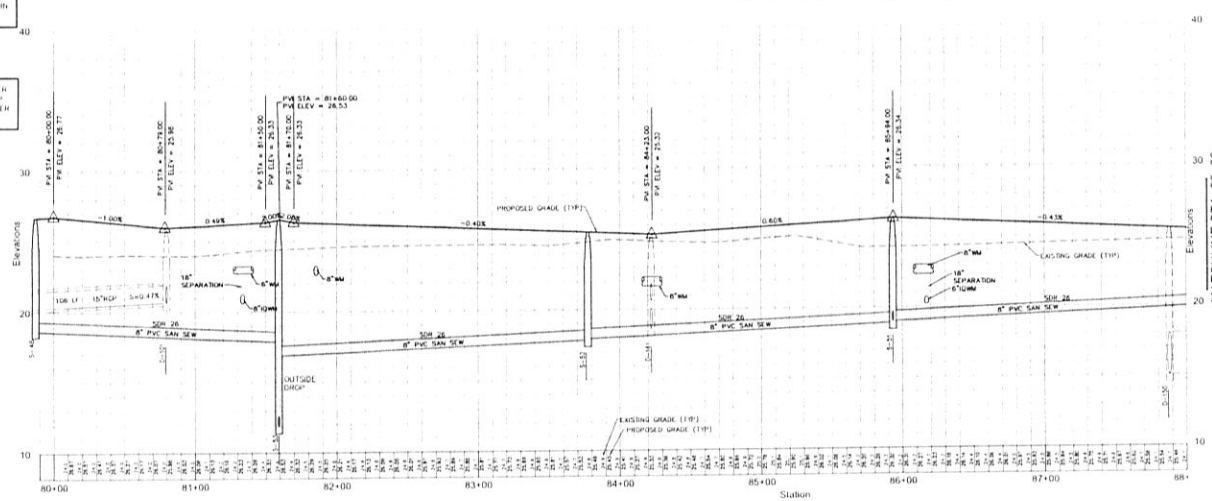
DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-100	USF S106-6149	80+79.84	11.00 (RT.)
D-160	USF S106-6149	84+22.31	11.00 (LT.)

UTILITY CROSSINGS - UC

UC58	BOT. 15"RCP=20.53 TOP 8"SAN=18.91
UC59	BOT. 8"IDWM=20.37 TOP 8"SAN=18.66
UC60	BOT. 8"WM=22.72 TOP 8"IDWM=21.12
UC61	BOT. 8"IDWM=20.50 TOP 8"SAN=12.77
UC62	BOT. 8"WM=22.54 TOP 8"SAN=12.43
UC63	BOT. 15"RCP=20.46 TOP 8"SAN=18.84
UC64	BOT. 8"WM=21.78 TOP 18"RCP=20.25
UC65	BOT. 8"IDWM=22.58 TOP 8"SAN=19.83
UC67	BOT. 8"WM=22.31 TOP 8"IDWM=20.71
UC68	BOT. 8"IDWM=21.83 TOP 36"RCP=18.33



MATCHLINE STA. 88+00 SEE SHEET C337

FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
IF-33	2" BOV				
IF-34	22 BEND				
IF-35	45 BEND				
IF-36	8"x6" REDUCER				
IF-37	45 BEND				
IF-38	45 BEND				
IF-41	45 BEND				
IF-42	45 BEND				
IF-43	8"x6" TEE				
IF-44	45 BEND				
IF-46	45 BEND				
IF-45	45 BEND				
IF-47	45 BEND				
IV-11	8" GV				
IV-12	8" GV				
IV-13	8" GV				
IV-14	8" GV				
WF-20	2" BOV				
WF-24	8"x6" REDUCER				
WF-25	8"x6" TEE				
WF-26	8"x6" TEE				
WF-27	8"x6" TEE				
WV-24	6" GV				
WV-25	6" GV				
WV-26	6" GV				
WV-27	6" GV				
WV-28	6" GV				
WV-29	6" GV				
WV-30	6" GV				

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO.	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

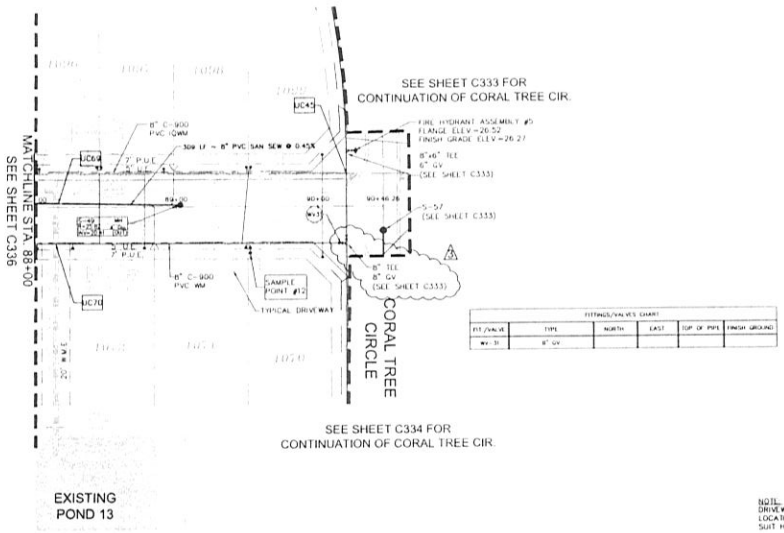
Plan & Profile - Ligustrum Drive
Sta. 80+00.00 to Sta. 88+00.00

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C336



GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

KEYMAP

DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-151	USF 5106-6149	88+14.32	11.00 (LT.)
D-152	USF 5106-6149	88+14.32	11.00 (RT.)

FITTINGS/VALVES CHART					
FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
WV-31	8" GV				

LEGEND

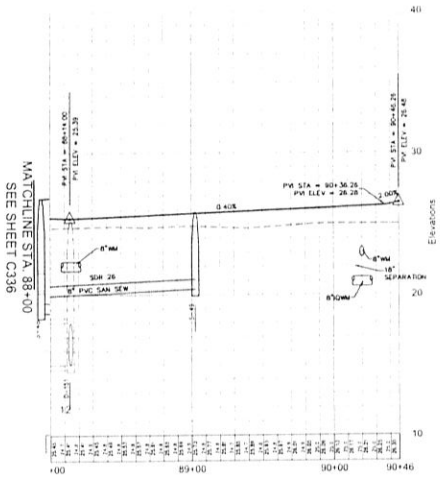
- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

UTILITY CROSSINGS - UC

UC45	BOT. 8"WW=22.60 TOP 8"IQWW=21.00
UC69	BOT. 8"SAN=20.00 TOP 36"RCP=18.33
UC70	BOT. 8"WW=21.85 TOP 36"RCP=18.33

LIGUSTRUM DRIVE



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ALL ELEVATIONS ARE BASED ON NAVD-88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Ligustrum Drive
Sta. 88+00.00 to Sta. 90+46.26

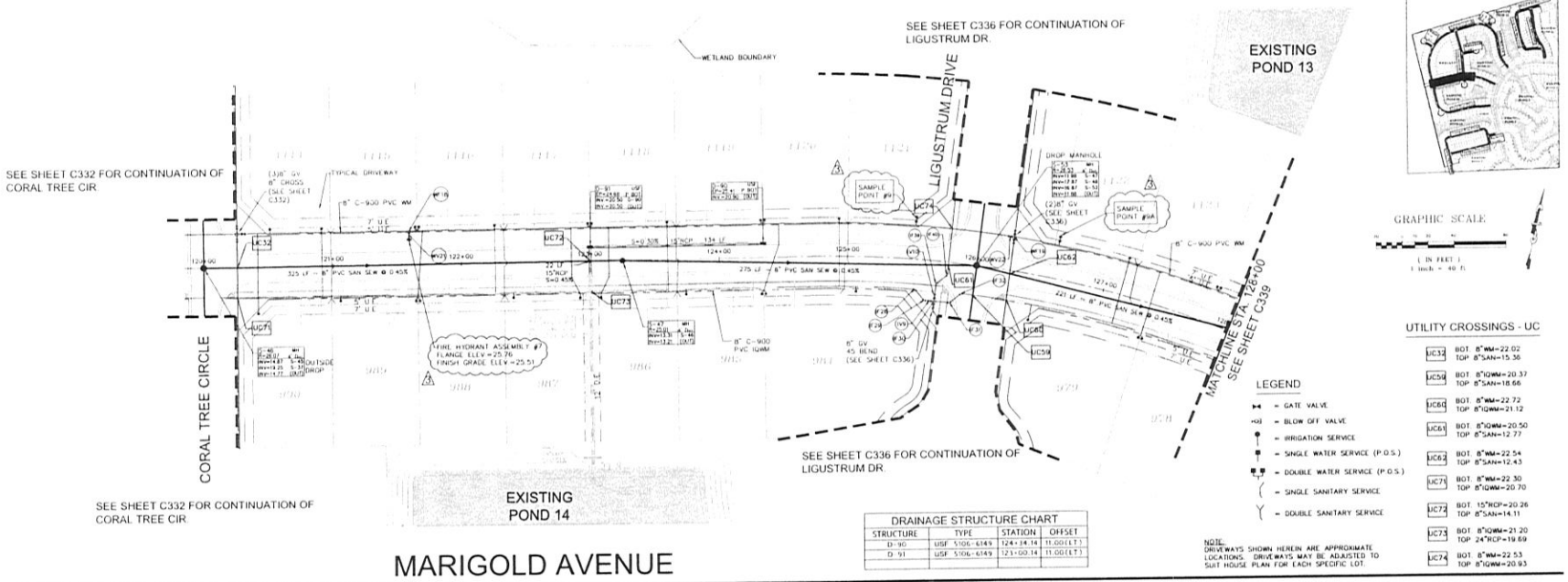
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS
CPEC AUTH. NO. 0000295

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C337

MURRAY A. BULL JR. LICENSE NO. 62340 STATE OF FLORIDA Oct 14, 2015 PROFESSIONAL ENGINEER



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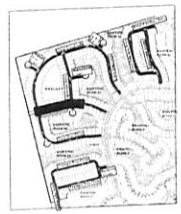


GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND

- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

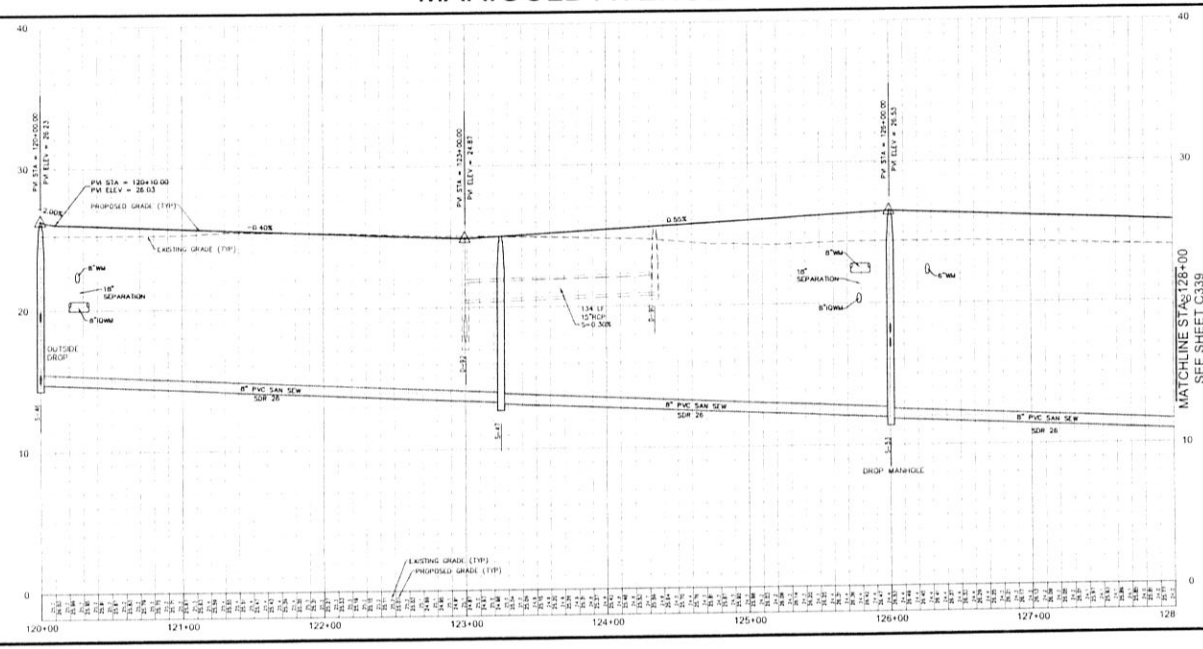
UTILITY CROSSINGS - UC

UC32	BOT. 8"WM=22.02 TOP 8"SAN=15.36
UC59	BOT. 8"IQWM=20.37 TOP 8"SAN=18.66
UC60	BOT. 8"WM=22.72 TOP 8"IQWM=21.12
UC61	BOT. 8"IQWM=20.50 TOP 8"SAN=12.77
UC62	BOT. 8"WM=22.54 TOP 8"SAN=12.43
UC71	BOT. 8"WM=22.30 TOP 8"IQWM=20.70
UC72	BOT. 15"RCP=20.26 TOP 24"RCP=19.89
UC73	BOT. 8"IQWM=21.20 TOP 24"RCP=19.89
UC74	BOT. 8"WM=22.53 TOP 8"IQWM=20.93

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-90	USF 5106-6149	124+14.14	11.00(LT.)
D-91	USF 5106-6149	121+00.14	11.00(LT.)



FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
F-28	45 BEND				
F-29	45 BEND				
F-30	8" CROSS				
F-31	45 BEND				
F-32	45 BEND				
F-39	45 BEND				
F-40	45 BEND				
IV-09	8" GV				
IV-10	8" GV				
MF-18	8 X 6 TEE				
MF-19	8" CROSS				
WV-21	6" GV				
WV-22	8" GV				

PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

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ALL ELEVATIONS ARE BASED ON NAVD-88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO.	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Marigold Avenue
Sta. 120+00.00 to Sta. 128+00.00

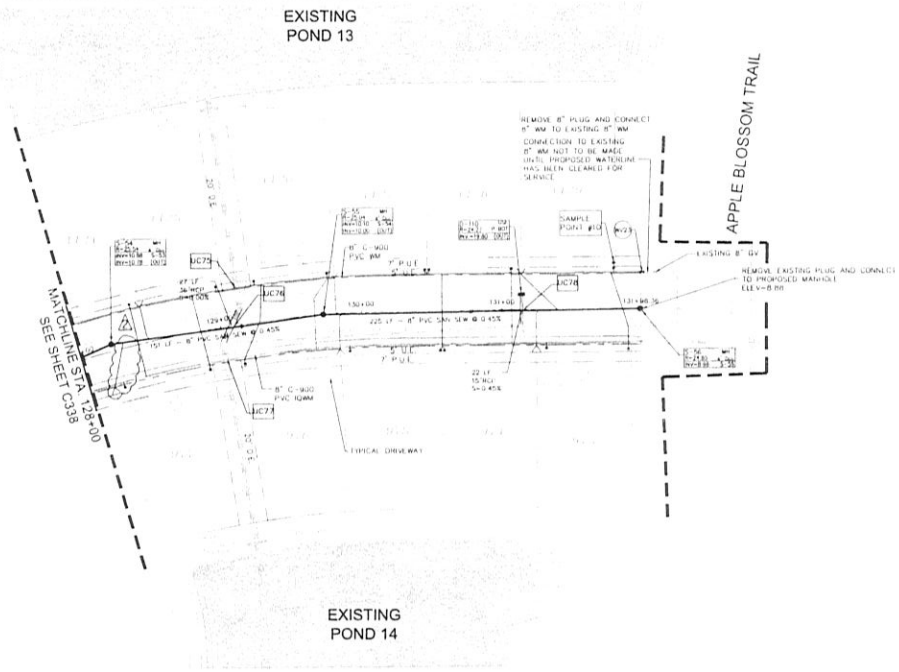
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936

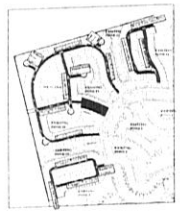
FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C338



KEYMAP



GRAPHIC SCALE

1 IN. = 40 FT.

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-110	USF S105-6149	131+13.84	11.00 (LT.)

LEGEND

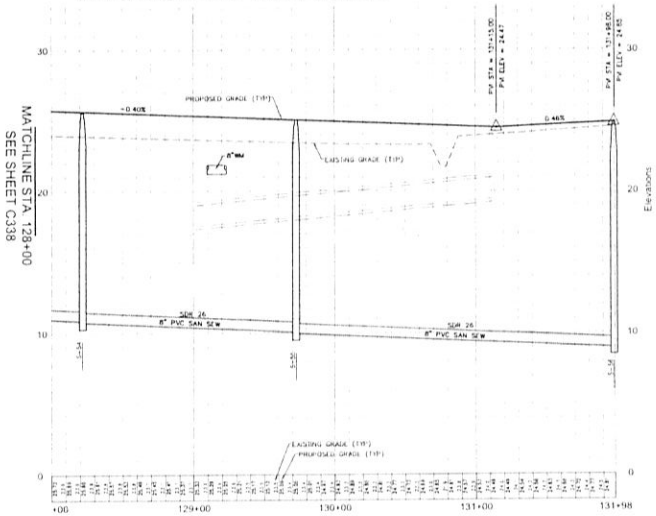
- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

UTILITY CROSSINGS - UC

UC75	BOT. 8"WM=21.60 TOP 36"RCP=19.33
UC76	BOT. 36"RCP=15.67 TOP 8"SAN=11.09
UC77	BOT. 8"QWM=21.66 TOP 36"RCP=19.33
UC78	BOT. 15"RCP=19.56 TOP 8"SAN=10.06

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT

MARIGOLD AVENUE



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FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
WV-23	8" GV				

ALL ELEVATIONS ARE BASED ON NAVD 88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO P15-118

NO	DATE	BY	CK'D	REVISIONS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Marigold Avenue
Sta. 128+00.00 to Sta. 131+98.36

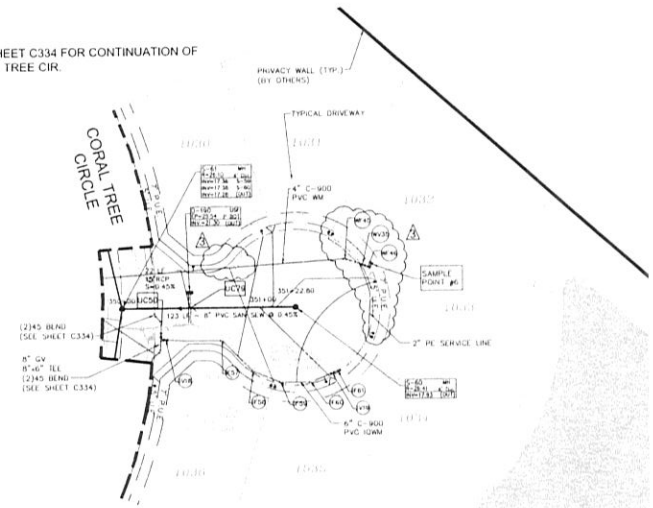
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C339

SEE SHEET C334 FOR CONTINUATION OF CORAL TREE CIR.



SEE SHEET C335 FOR CONTINUATION OF CORAL TREE CIR.

EXISTING POND 12

KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND

- GATE VALVE
- BLOW OFF VALVE
- IRRIGATION SERVICE
- SINGLE WATER SERVICE (P.O.S.)
- DOUBLE WATER SERVICE (P.O.S.)
- SINGLE SANITARY SERVICE
- DOUBLE SANITARY SERVICE

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-190	USF 5106-6149	350+47.97	31.00 (LT.)

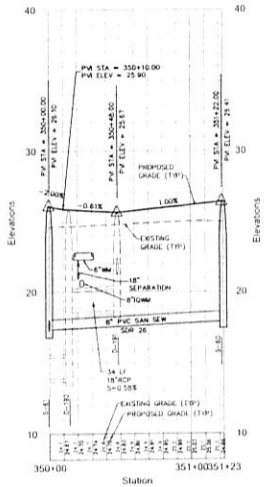
UTILITY CROSSINGS - UC

UC58 BOT. 8"IGWM=22.01
TOP 18"RCP=20.29

UC79 BOT. 15"RCP=21.06
TOP 8"SAN=18.29

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT

PEAR TREE COURT



FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
4"-57	45 BEND				
8"-58	22 BEND				
4"-59	22 BEND				
8"-60	22 BEND				
4"-61	2" BOV				
6"-18	6" GV				
6"-19	6" GV				
WF-45	22 BEND				
WF-46	2" BOV				
WV-35	4" GV				

PRIOR TO FABRICATION, CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR ALL DRAINAGE AND UTILITIES STRUCTURES AND MATERIALS TO BE INSTALLED WITHIN THE PROJECT LIMITS FOR REVIEW.

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HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

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1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Pear Tree Court
Sta. 350+00.00 to Sta. 351+22.80

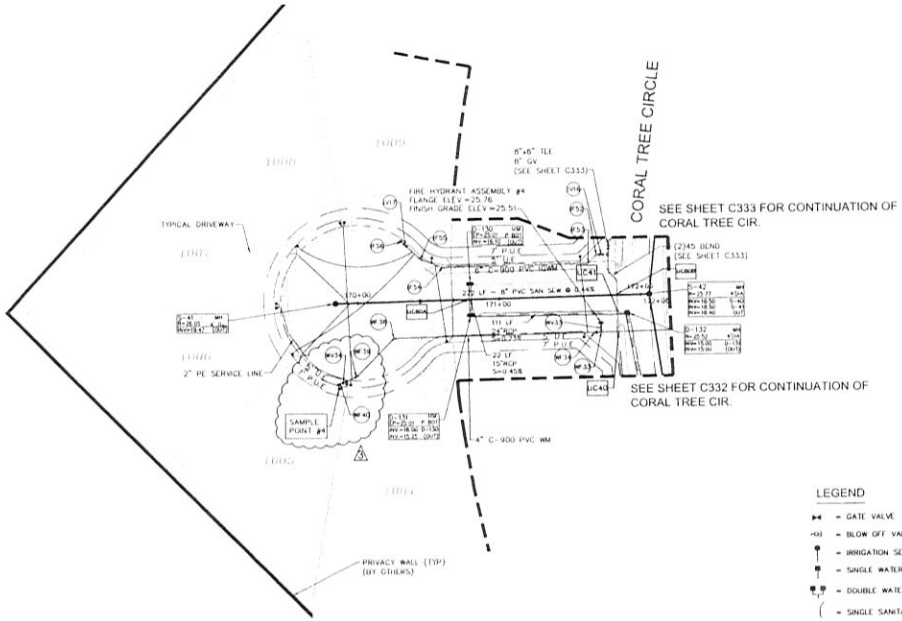
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPIC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C340

MURRAY A. BULLOCK, LICENSE NO. 42340, STATE OF FLORIDA, Oct 14, 2015, PROFESSIONAL ENGINEER



KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

FITTINGS/VALVES CHART					
FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
#-52	45 BEND				
#-53	45 BEND				
#-54	22 BEND				
#-55	22 BEND				
#-56	2" BV				
IV-16	6" GV				
IV-17	6" GV				
#-33	6" TEE				
#-34	6"x4" RED				
#-36	45 BEND				
#-39	22 BEND				
#-40	2" BDV				
WV-33	6" GV				
WV-34	4" GV				

DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-130	USF 5106-6149	170+79.82	11.00 (LT)
D-131	USF 5106-6149	170+79.82	11.00 (RT)
D-132	MH	171+90.54	12.14 (RT)

LEGEND

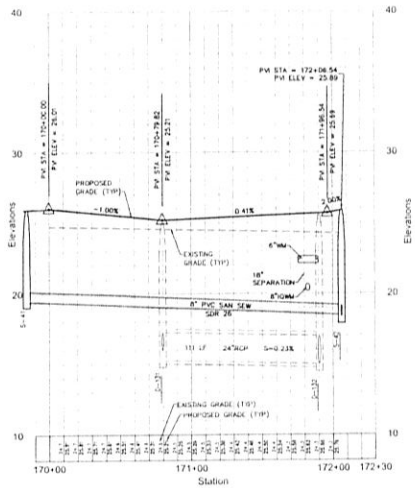
- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

UTILITY CROSSINGS - UC

- UC40: BOT. 6"WM=22.26, TOP 8"IQWM=20.50
- UC41: BOT. 8"IQWM=19.80, TOP 24"RCP=17.26
- UC42: BOT. 8"SAN=19.02, TOP 15"RCP=17.48
- UC43: BOT. 8"IQWM=20.76, TOP 8"SAN=19.26

WALNUT TREE COURT



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ALL ELEVATIONS ARE BASED ON NAVD-88

VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10-13-15	DP	MB	REVISED PER DEP COMMENTS
2	09-11-15	DP	MB	REVISED PER PSL COMMENTS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Walnut Tree Court
Sta. 170+00.00 to Sta. 172+06.54

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C341

MURRAY A. BULLOCK — LICENSE NO. 42340 — STATE OF FLORIDA — Oct 14, 2015 — PROFESSIONAL ENGINEER

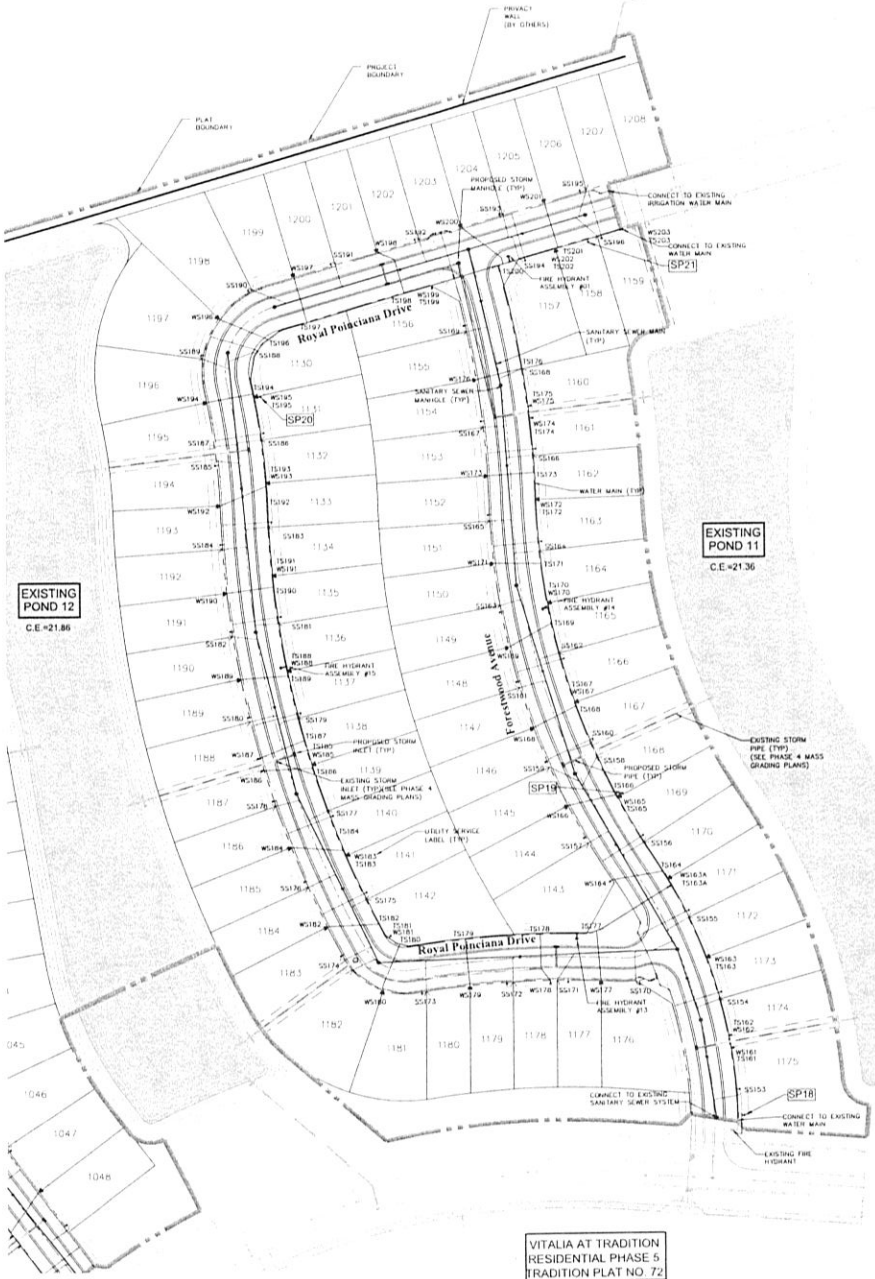
GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft

NOTE:
UTILITY SERVICE LABELS "WSxx, SPxx, SSxx AND TSxx" LOCATION CHARTS ARE SHOWN ON SHEET C504
SP = SAMPLE POINT
SS = SANITARY SERVICE
WS = WATER SERVICE
TS = TAPPING SLEEVE

DISTANCE BETWEEN SAMPLE POINTS

UNIT 4
SP #18 - SP #19 - - 372 FT
SP #19 - SP #20 - - 1037 FT
SP #20 - SP # 19 - - 918 FT
SP #18 - SP #20 - - 1189 FT
SP # 20 - SP #21 - - 419 FT
SP # 19 - SP #21 - - 690 FT



VITALIA AT TRADITION
RESIDENTIAL PHASE 2
TRADITION PLAT NO. 28

VITALIA AT TRADITION
RESIDENTIAL PHASE 5
TRADITION PLAT NO. 72

CITY OF PSL PROJECT NO. P15-118

NO.	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Unit 4
Site Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS • SURVEYORS • PLANNERS

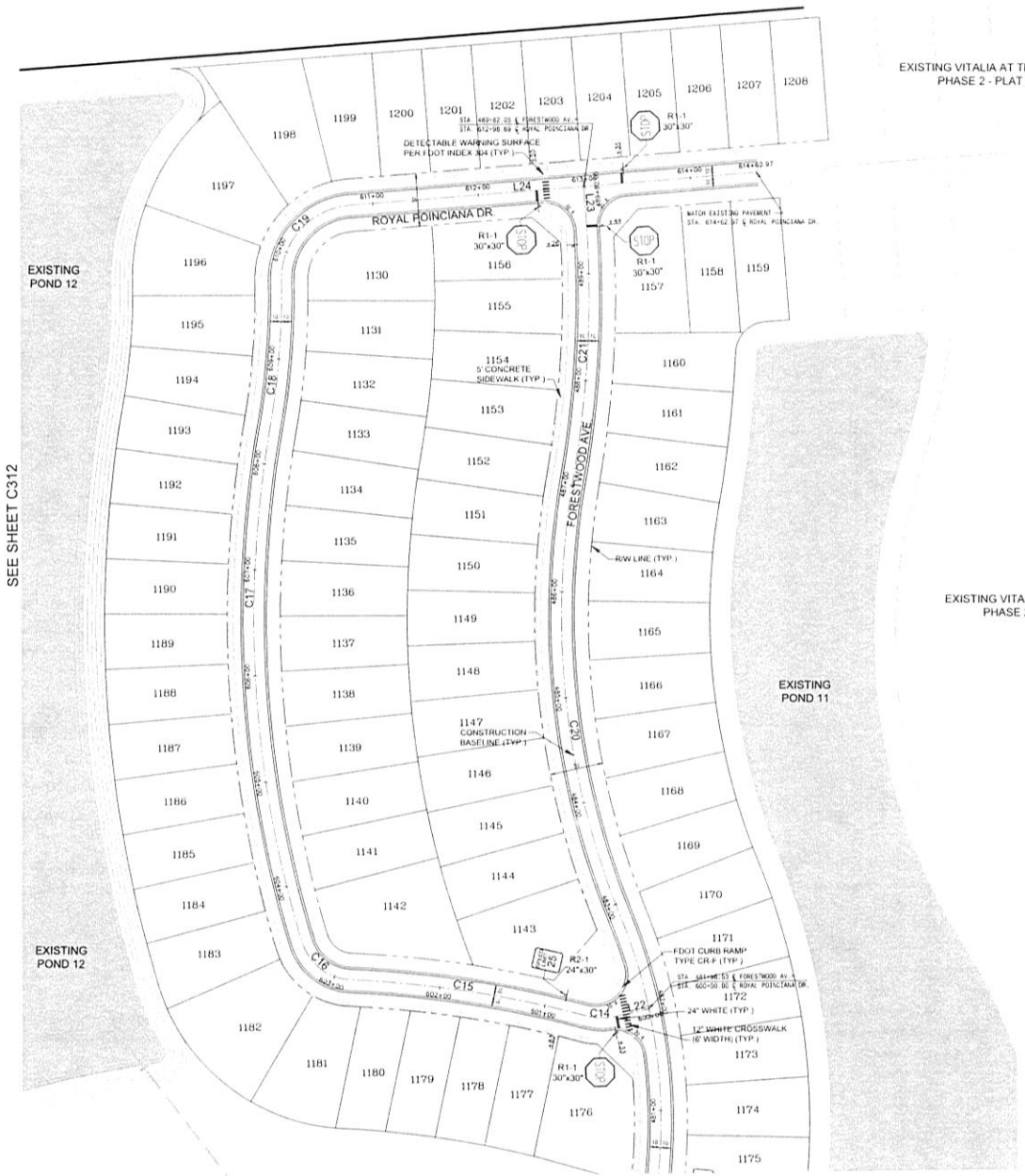
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C400

MARY A. BUTLER VICENTE
NO. 42340
STATE OF FLORIDA
Sep 18, 2015
PROFESSIONAL ENGINEER



GRAPHIC SCALE

(IN FEET)
1 inch = 50 ft

LINE TABLE		
LINE	LENGTH	BEARING
L22	34.66	S66°14'10"W
L23	26.90	N15°56'41"W
L24	384.47	S74°03'19"W

CURVE TABLE				
CURVE	DELTA	LENGTH	RADIUS	TANGENT
C14	27°25'50"	23.94	50.00	12.20
C15	12°33'31"	225.76	1030.00	113.34
C16	70°08'09"	61.21	50.00	35.10
C17	27°00'50"	489.87	1039.00	249.58
C18	11°02'18"	136.98	711.00	68.70
C19	86°50'11"	106.09	70.00	66.24
C20	32°13'10"	421.75	750.00	216.61
C21	14°12'08"	247.88	1000.00	124.58

NO | DATE | BY | CKD | REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Unit 4
Geometry Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

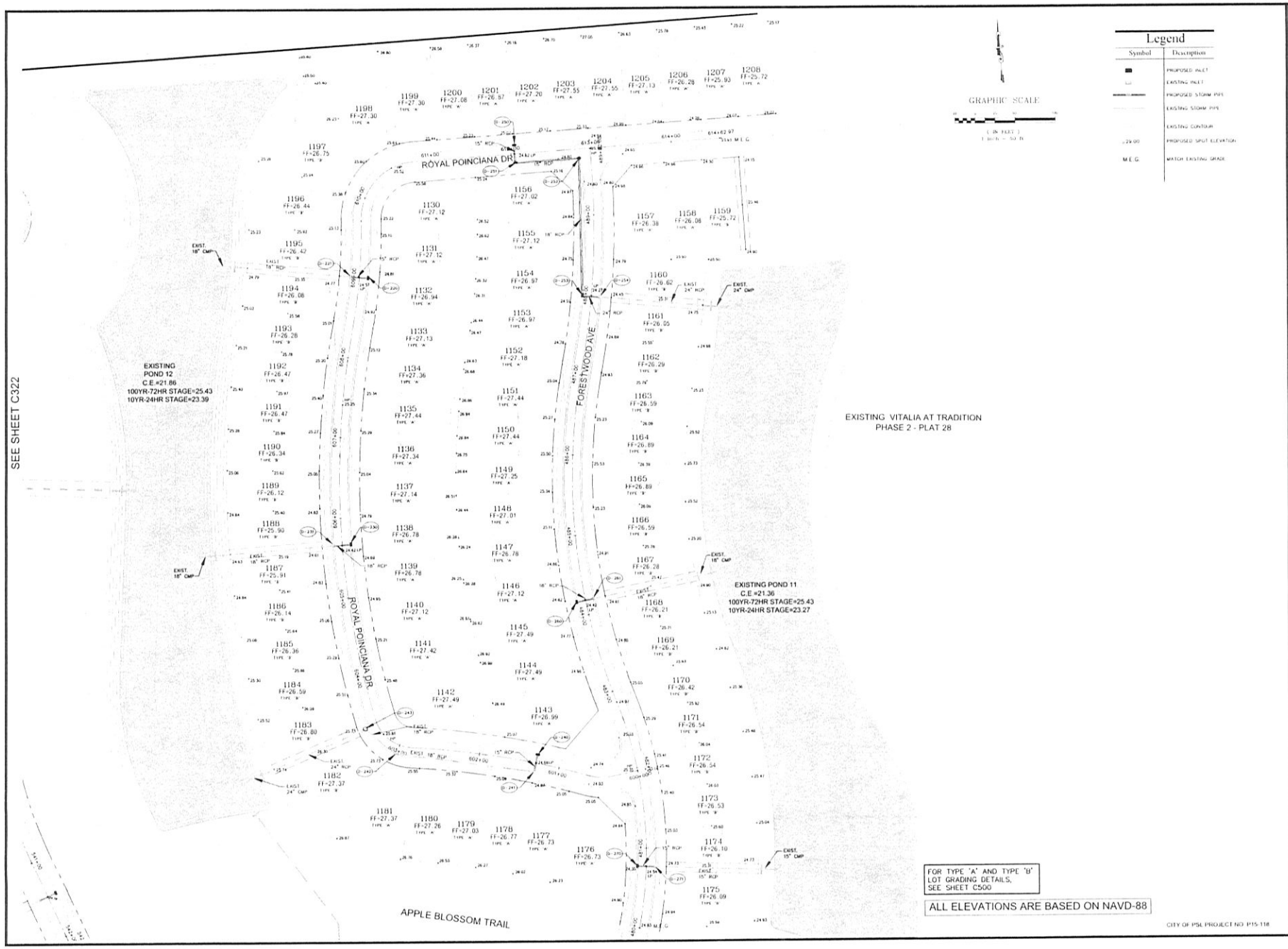
FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C410

MURRAY A. BULL LICENSE NO. 42340 STATE OF FLORIDA Sep. 16, 2015 PROFESSIONAL ENGINEER

CITY OF PSL PROJECT NO. P15-118



VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Unit 4
Grading and Drainage Plan

NO	DATE	BY	CK'D	REVISIONS

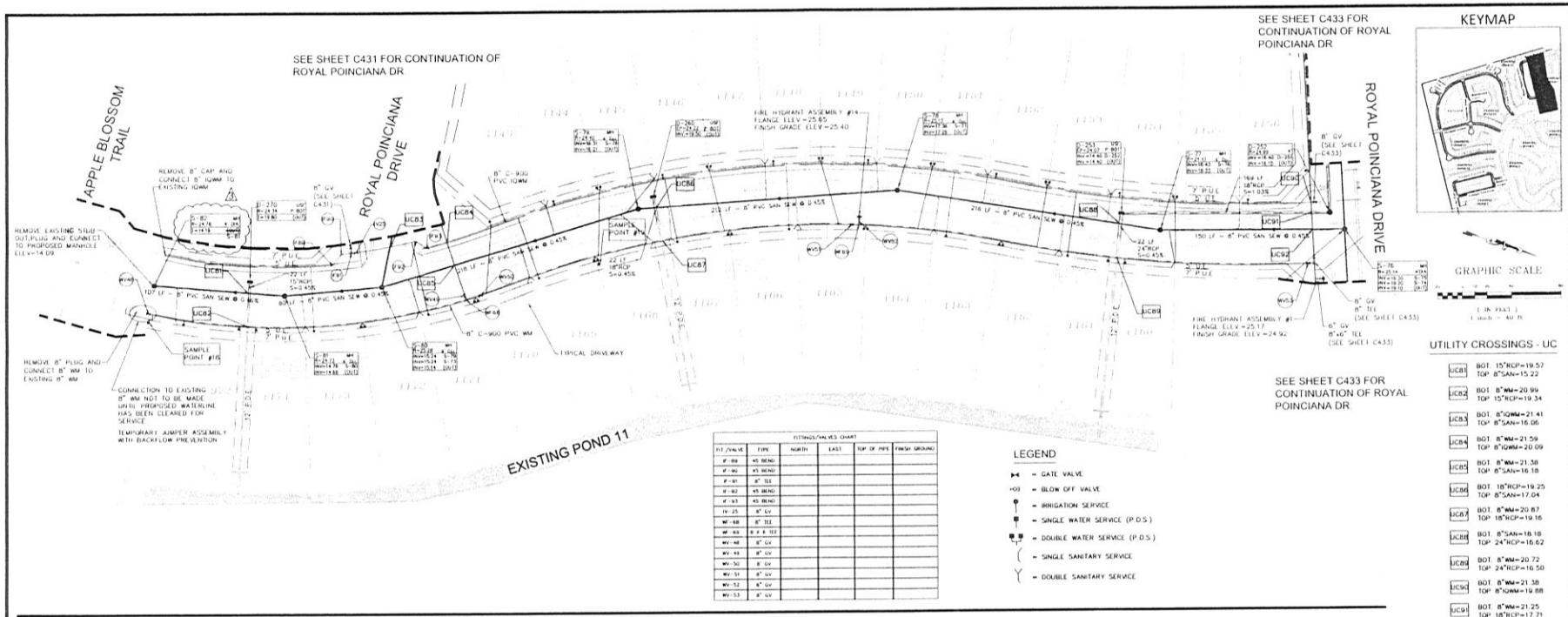
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 0000296

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C420

MURRAY A. BULLOCK
LICENSED
NO. 42240
STATE OF FLORIDA
Sept. 18, 2015
PROFESSIONAL ENGINEER



FITTINGS/VALVES CHART					
FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
F-89	45 BEND				
F-90	45 BEND				
F-91	8" TEE				
F-92	45 BEND				
F-93	45 BEND				
IV-25	8" GV				
WF-88	8" TEE				
WF-89	8 x 6 TEE				
WV-48	8" GV				
WV-49	8" GV				
WV-50	8" GV				
WV-51	8" GV				
WV-52	8" GV				
WV-53	8" GV				

LEGEND

- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

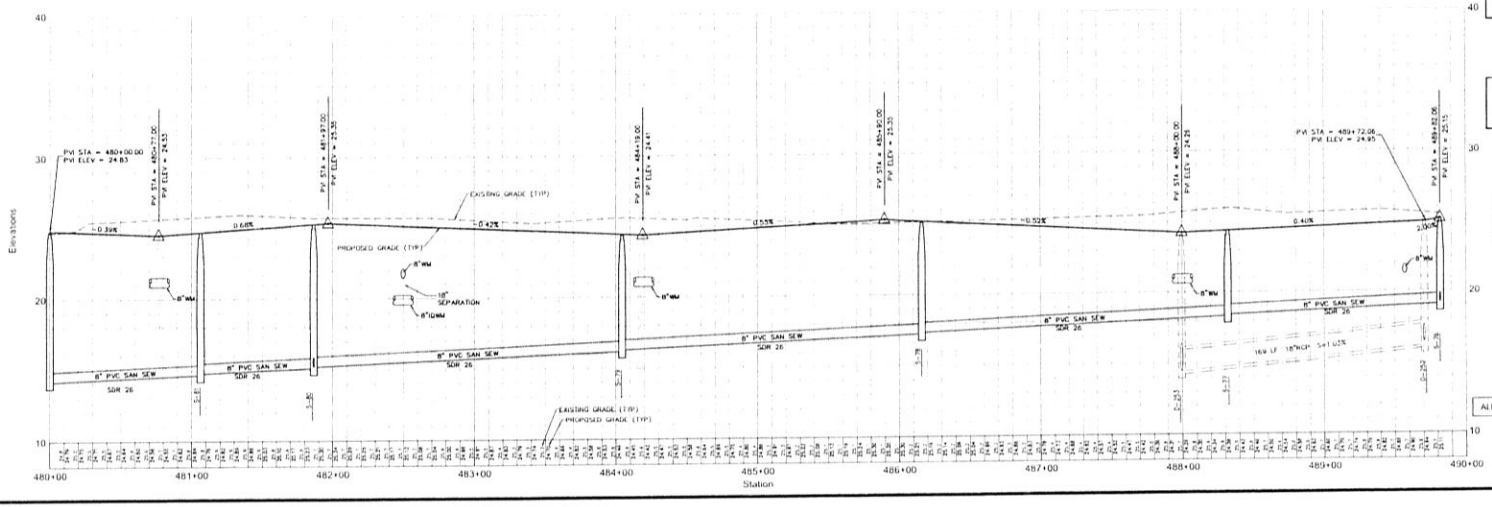
UTILITY CROSSINGS - UC

UC81	BOT. 15"RCP=19.57 TOP 8"SAN=15.22
UC82	BOT. 8"WM=20.99 TOP 15"RCP=19.34
UC83	BOT. 8"IQWM=21.41 TOP 8"SAN=16.06
UC84	BOT. 8"WM=21.59 TOP 8"IQWM=20.09
UC85	BOT. 8"WM=21.38 TOP 8"SAN=16.18
UC86	BOT. 18"RCP=19.25 TOP 8"SAN=17.04
UC87	BOT. 8"WM=20.87 TOP 18"RCP=19.16
UC88	BOT. 8"SAN=18.18 TOP 24"RCP=16.62
UC89	BOT. 8"WM=20.72 TOP 24"RCP=16.50
UC90	BOT. 8"WM=21.38 TOP 8"IQWM=19.88
UC91	BOT. 8"WM=21.25 TOP 18"RCP=17.71
UC92	BOT. 8"WM=21.21 TOP 8"SAN=19.65

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-252	MH	489+70.82	14.19 (LT)
D-253	USF 5106-6149	487+99.50	11.00 (LT)
D-260	USF 5106-6149	484+18.36	11.00 (LT)
D-270	USF 5106-6149	480+77.69	11.00 (LT)

FORESTWOOD AVENUE



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VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
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1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Forestwood Avenue
Sta. 480+00.00 to Sta. 489+82.06

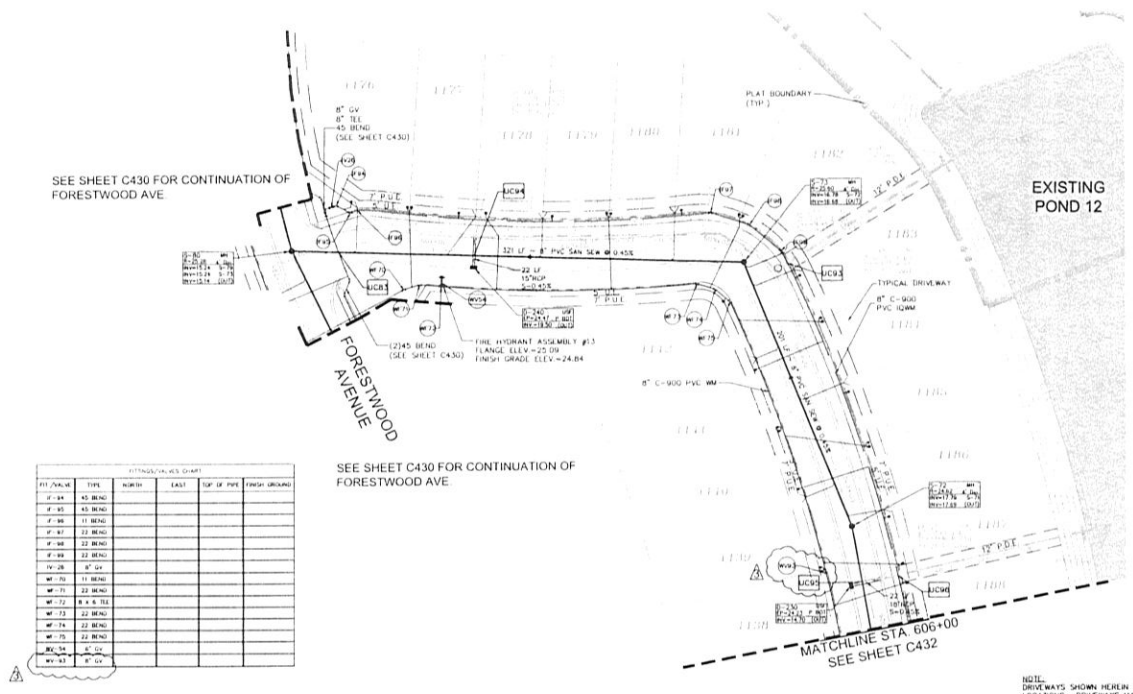
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

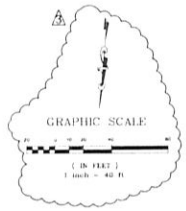
FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

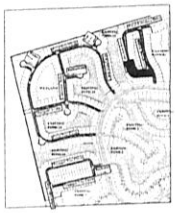
C430

MARK A. BUTLER
No. 42490
STATE OF FLORIDA
Oct. 14, 2015
PROFESSIONAL ENGINEER





KEYMAP



DRAINAGE STRUCTURE CHART			
STRUCTURE	TYPE	STATION	OFFSET
D-230	USF 5107-6154	605+66.50	11.00' (RT)
D-240	USF 5107-6154	601+29.00	11.00' (RT)

LEGEND

- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

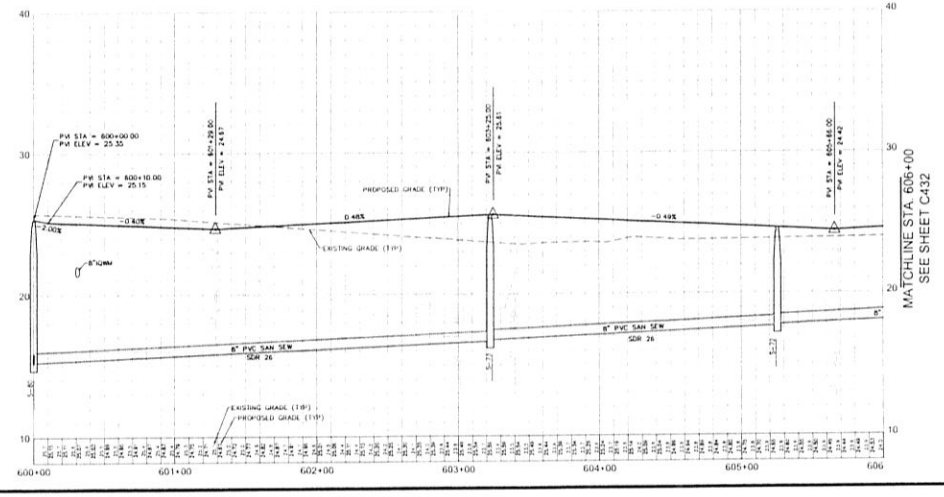
UTILITY CROSSINGS - UC

UC93	BOT. 8"IQWM=21.41 TOP 8"SAN=16.06
UC94	BOT. 8"WM=21.13 TOP 18"RCP=19.07
UC95	BOT. 15"RCP=19.27 TOP 8"SAN=16.49
UC96	BOT. 8"SAN=17.97 TOP 18"RCP=16.38
UC98	BOT. 8"IQWM=20.75 TOP 18"RCP=16.26

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

FITTINGS/VALVES CHART					
FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
IF-94	45 BEND				
IF-95	45 BEND				
IF-96	11 BEND				
IF-97	22 BEND				
IF-98	22 BEND				
IF-99	22 BEND				
IV-28	8" GV				
WF-70	11 BEND				
WF-71	22 BEND				
WF-72	8 x 6 TEE				
WF-73	22 BEND				
WF-74	22 BEND				
WF-75	22 BEND				
WV-94	6" GV				
WV-93	8" GV				

ROYAL POINCIANA DRIVE



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VERTICAL SCALE: 1"=4'
HORIZONTAL SCALE: 1"=40'

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
3	10.13.15	DP	MB	REVISED PER DEP COMMENTS
2	09.11.15	DP	MB	REVISED PER PSL COMMENTS
1	07.31.15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Royal Poinciana Dr.
Sta. 600+00.00 to Sta. 606+00.00

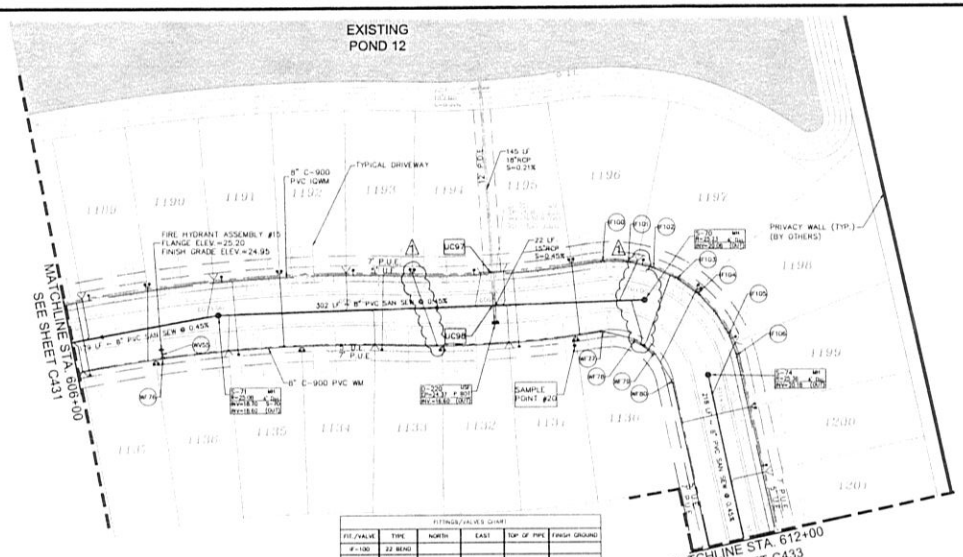
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 1204096

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C431

MURRAY A. BULL
LICENSE
NO. 42246
STATE OF FLORIDA
OCT. 14, 2015
PROFESSIONAL ENGINEER



FITTINGS/VALVES CHART

FIT./VALVE	TYPE	NORTH	EAST	TOP OF PIPE	FINISH GROUND
F-100	22 BEND				
F-101	22 BEND				
F-102	22 BEND				
F-103	22 BEND				
F-104	22 BEND				
F-105	22 BEND				
F-106	22 BEND				
WF-76	6"x4" TEE				
WF-77	22 BEND				
WF-78	22 BEND				
WF-79	22 BEND				
WF-80	22 BEND				
WV-55	6" GV				

KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft.

LEGEND

- = GATE VALVE
- = BLOW OFF VALVE
- = IRRIGATION SERVICE
- = SINGLE WATER SERVICE (P.O.S.)
- = DOUBLE WATER SERVICE (P.O.S.)
- = SINGLE SANITARY SERVICE
- = DOUBLE SANITARY SERVICE

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-220	USF 5106-6149	609+00.79	11.00 (RT.)

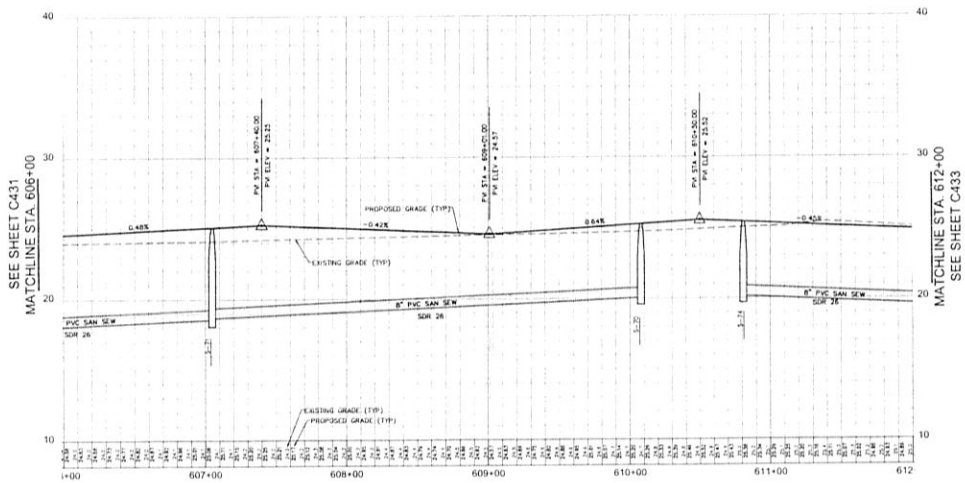
UTILITY CROSSINGS - UC

UC97 BOT. 8"IQWM=21.03
TOP 18"RCP=17.93

UC98 BOT. 8"SAN=19.58
TOP 15"RCP=17.99

NOTE:
DRIVEWAYS SHOWN HEREIN ARE APPROXIMATE LOCATIONS. DRIVEWAYS MAY BE ADJUSTED TO SUIT HOUSE PLAN FOR EACH SPECIFIC LOT.

ROYAL POINCIANA DRIVE



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CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
1	09-11-15	DP	MB	REVISED PER PSLUSD COM.

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Royal Poinciana Dr.
Sta. 606+00.00 to Sta. 612+00.00

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

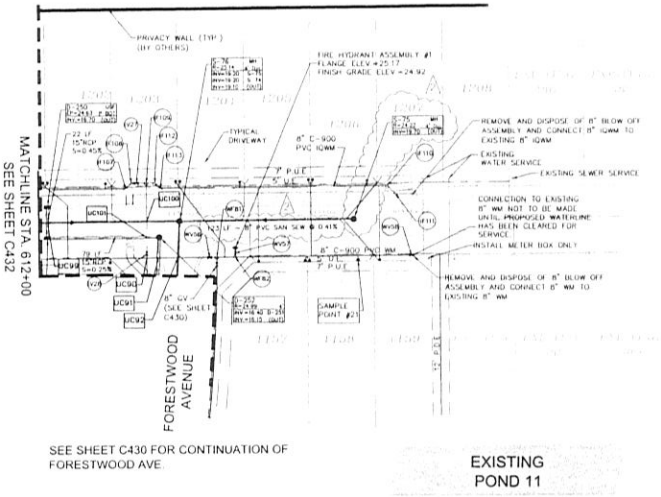
C432

MURRAY A. BULLOCK
LICENSE
NO. 62290
STATE OF
Sep 18, 2015
FLORIDA
PROFESSIONAL ENGINEER

KEYMAP

GRAPHIC SCALE

(IN FEET)
1 inch = 40 ft



SEE SHEET C430 FOR CONTINUATION OF FORESTWOOD AVE.

EXISTING POND 11

DRAINAGE STRUCTURE CHART

STRUCTURE	TYPE	STATION	OFFSET
D-250	DSF 5106-6149	612+05.00	11.00 (LT)
D-251	DSF 5106-6149	612+05.00	11.00 (RT)
D-252	MH	612+86.71	11.26 (RT)

UTILITY CROSSINGS - UC

UC90	BOT. 8"WM=21.38 TOP 8"IQWM=19.88
UC91	BOT. 8"WM=21.25 TOP 18"RCP=17.71
UC92	BOT. 8"WM=21.21 TOP 8"SAN=19.65
UC99	BOT. 8"SAN=19.62 TOP 15"RCP=18.09
UC100	BOT. 8"IQWM=21.47 TOP 8"SAN=19.97
UC101	BOT. 8"IQWM=20.63 TOP 15"RCP=17.87

NOTE:
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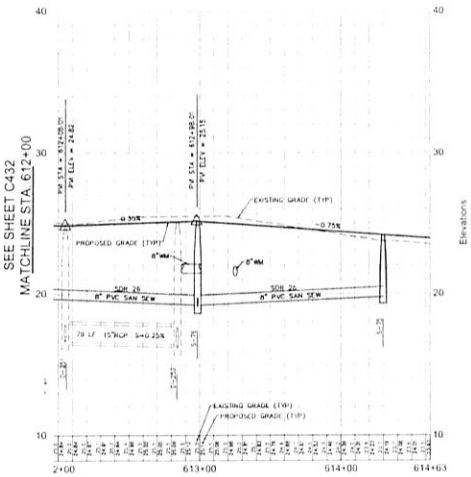
ROYAL POINCIANA DRIVE



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CITY OF PSL PROJECT NO. P15-118

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VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Plan & Profile - Royal Poinciana Dr.
Sta. 612+00.00 to Sta. 614+63.98

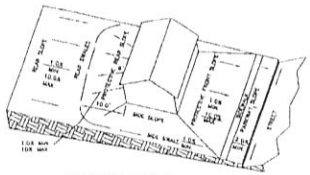
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120409

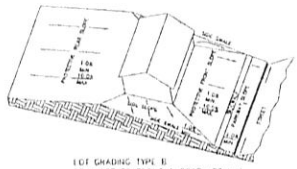
SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C433

MARK A. BULLOCK LICENSE NO. 62990 STATE OF FLORIDA Oct 14, 2015 PROFESSIONAL ENGINEER

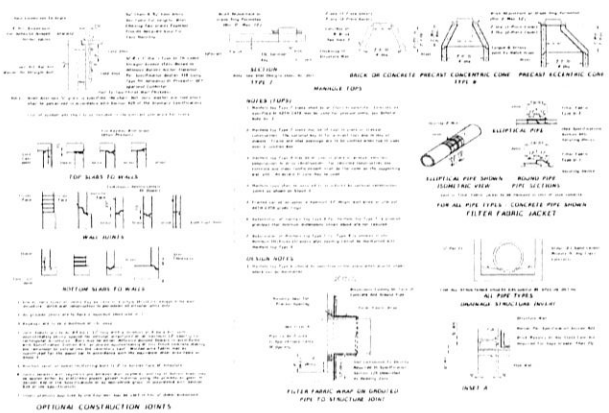


LOT GRADING TYPE A
ALL DRAINAGE TO STREET



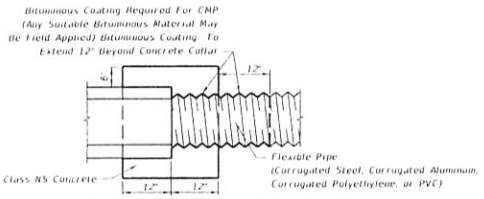
LOT GRADING TYPE B
DRAINAGE TO FRONT & REAR LOT LINE

LOT GRADING DETAIL



REFER TO THE LATEST FDOT STANDARD INDEX AND 201 FOR ADDITIONAL REQUIREMENTS

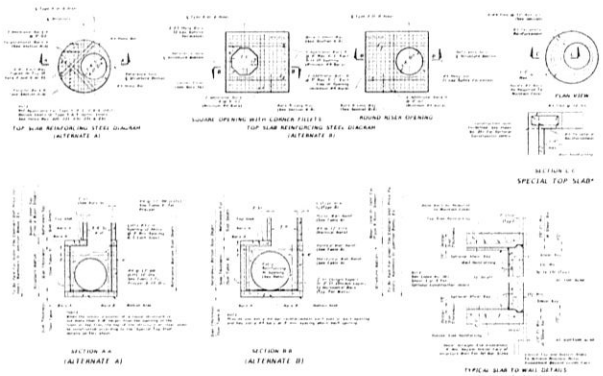
SUPPLEMENTARY DETAILS FOR MANHOLES

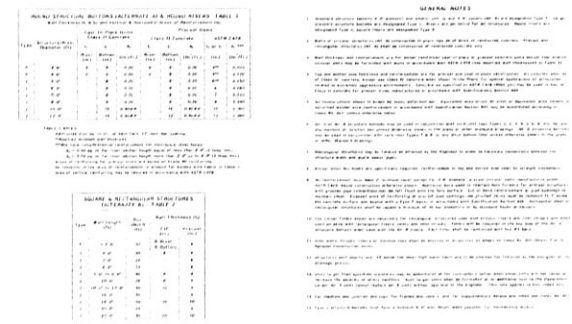


Note: Cost of concrete and bituminous coating to be included in contract unit price for either new pipe or Mitered End Section.

CONCRETE COLLAR DETAIL

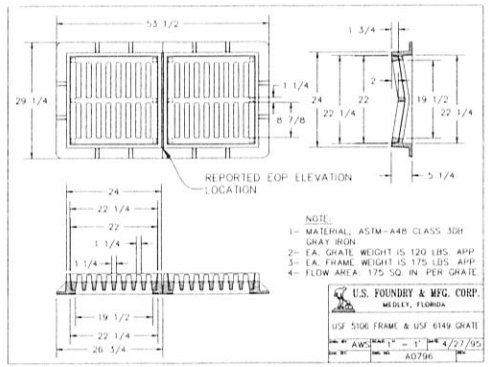
FDOT INDEX 280



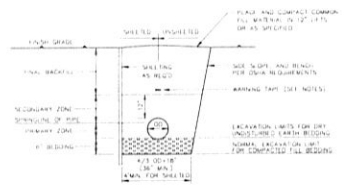


REFER TO THE LATEST FDOT STANDARD INDEX AND 200 FOR ADDITIONAL REQUIREMENTS

DRAINAGE STRUCTURE BOTTOMS



U.S. FOUNDRY INLET



SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION AND REQUIREMENTS

NOTES

1. BEDDING SHALL BE NO. 57 CRUSHED STONE, IF EARTH BEDDING IS MET
2. PRIMARY AND SECONDARY ZONES SHALL BE INDIVIDUALLY COMPACTED LAYERS OF CLEAN FILL
3. COMPACTION OF BACKFILL BENEATH STRUCTURES, PAVING AND PARKWAYS SHALL BE 98% OF AASHTO T-180, ALL OTHER COMPACTION SHALL BE 95% EXCEPT AS OTHERWISE REQUIRED BY PERMITTING AUTHORITY
4. PIPES SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION EFFORT UNDER PIPE HAUNCH
5. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS

TYPICAL PIPE TRENCH SECTION

N.T.S.

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Drainage Details

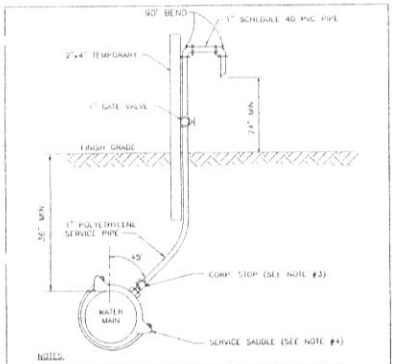
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936 FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C500

MARK A. BUELOW LICENSE NO. 42340 STATE OF FLORIDA Sep 18, 2015 PROFESSIONAL ENGINEER



NOTES:

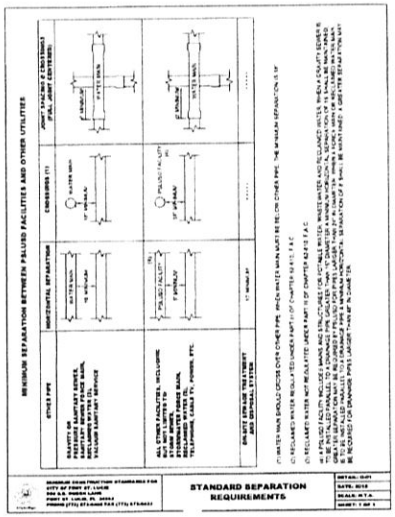
1. SAMPLING POINTS SHALL BE LOCATED AS SHOWN ON PLANS APPROVED BY PSLUSD AND AS REQUIRED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.

2. THE EXCAVATED HOLE FOR THIS INSTALLATION SHALL BE BACKFILLED TO FINISHED GRADE PRIOR TO DISCHARGING ANY WATER ON THE GROUND.

3. AFTER BACTERIOLOGICAL CLEARANCE IS RECEIVED, THE CONTRACTOR SHALL TURN CORPORATION STOP OFF, REMOVE TUBING AND PLUG CORPORATION STOP WITH BRASS PLUG/CAP.

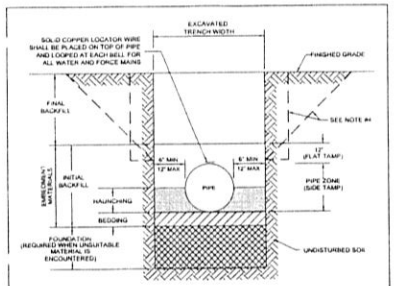
4. NO DIRECT TAPS SHALL BE PERMITTED.

WATER SAMPLING POINT



MINIMUM SEPARATION BETWEEN PSLUSD FACILITIES AND OTHER UTILITIES

STANDARD SEPARATION REQUIREMENTS



NOTES:

1. FOR TRENCHES REQUIRING SHEETING, SHORING, STAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.

2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.

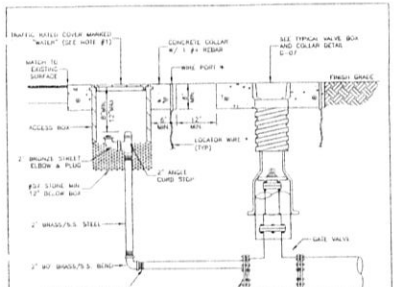
3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.

4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

5. AN APPROVED LOCATOR WIRE SHALL BE USED.

6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

STANDARD PIPE TRENCH CROSS SECTION

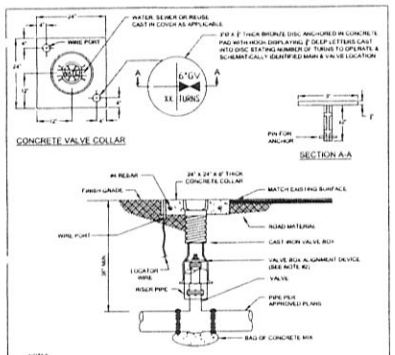


* WIRE PORT / LOCATOR WIRE NOT REQUIRED IF SEPARATION BETWEEN THE VALVE BOX AND ACCESS BOX IS 6' OR LESS.

NOTES:

1. COVER SHALL BE PAINTED BLUE FOR "WATER".

BLOW-OFF ASSEMBLY



NOTES:

1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 36", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO RAISE OPERATING NUT 24" to 36" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.

2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.

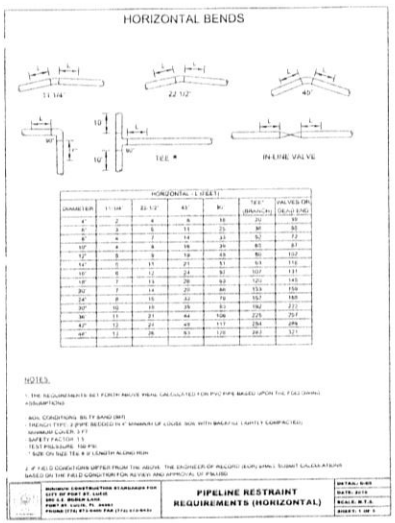
3. BOLT DOWN COVER SHALL BE USED IN ALL AREAS.

4. CRISP P.V.C. RISER PIPE SHALL BE ADDED TO EXTEND THE VALVE BOX IF NEEDED.

5. RINGS SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.

6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

TYPICAL VALVE BOX AND COLLAR



HORIZONTAL (-) FEET)

DIAMETER	11 1/4	22 1/2	45°	90°	TEE* (BRANCH)	VALVES ON (EACH END)
4"	2	4	6	10	20	10
6"	3	5	11	23	36	36
8"	4	7	14	33	52	72
10"	4	8	16	39	65	87
12"	5	9	19	45	80	107
14"	5	11	21	51	93	116
16"	6	12	24	57	107	131
18"	7	13	28	63	120	145
20"	7	14	31	69	133	159
24"	9	16	37	79	157	185
30"	10	19	45	93	192	221
36"	11	21	54	106	225	254
42"	12	23	63	117	254	286
48"	13	26	63	129	283	321

NOTES:

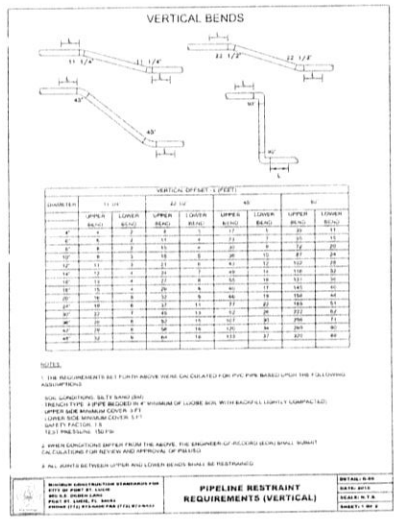
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

SOIL CONDITIONS: SILTY SAND (SM)
TRENCH TYPE: 4 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
MINIMUM COVER: 3 FT
SAFETY FACTOR: 1.5
TEST PRESSURE: 150 PSI
* SIZE ON SIZE TEE # OF LENGTH ALONG RUN

2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER OF RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD.

3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)



VERTICAL OFFSET - (-FEET)

DIAMETER	11 1/4		22 1/2		45°		90°	
	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND	UPPER BEND	LOWER BEND
4"	1	2	3	5	7	11	20	11
6"	2	3	5	7	11	23	36	36
8"	3	4	7	10	14	33	52	72
10"	4	5	8	12	16	39	65	87
12"	4	6	9	14	19	45	80	107
14"	5	7	11	16	21	51	93	116
16"	6	8	12	18	24	57	107	131
18"	7	9	13	20	28	63	120	145
20"	7	10	14	22	31	69	133	159
24"	9	12	16	26	37	79	157	185
30"	10	15	19	32	45	93	192	221
36"	11	17	21	38	54	106	225	254
42"	12	19	23	44	63	117	254	286
48"	13	21	26	50	63	129	283	321

NOTES:

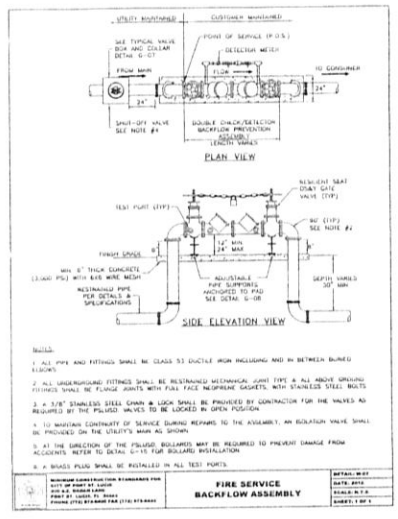
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:

SOIL CONDITIONS: SILTY SAND (SM)
TRENCH TYPE: 4 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
UPPER SIDE MINIMUM COVER: 3 FT
LOWER SIDE MINIMUM COVER: 5 FT
SAFETY FACTOR: 1.5
TEST PRESSURE: 150 PSI

2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER OF RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD.

3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)



NOTES:

1. ALL PIPE AND FITTINGS SHALL BE CLASS 53 DUCTILE IRON INCLUDING AND IN BETWEEN BURIED ELBOWS.

2. ALL UNDERGROUND FITTINGS SHALL BE RESTRAINED MECHANICAL JOINT TYPE & ALL ABOVE GROUND FITTINGS SHALL BE FLANGE JOINTS WITH FULL FACE NEOPRENE GASKETS, WITH STAINLESS STEEL BOLTS.

3. A 3/8" STAINLESS STEEL CHAIN & LOCK SHALL BE PROVIDED BY CONTRACTOR FOR THE VALVES AS REQUIRED BY THE PSLUSD. VALVES TO BE LOCKED IN OPEN POSITION.

4. TO MAINTAIN CONTINUITY OF SERVICE DURING REPAIRS TO THE ASSEMBLY, AN ISOLATION VALVE SHALL BE PROVIDED ON THE UTILITY'S MAIN AS SHOWN.

5. AT THE DIRECTION OF THE PSLUSD, BOLLARDS MAY BE REQUIRED TO PREVENT DAMAGE FROM ACCIDENTS. REFER TO DETAIL G-15 FOR BOLLARD INSTALLATION.

6. A BRASS PLUG SHALL BE INSTALLED IN ALL TEST PORTS.

FIRE SERVICE BACKFLOW ASSEMBLY

CITY OF PSL PROJECT NO. P15-118

NO.	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Utility Details

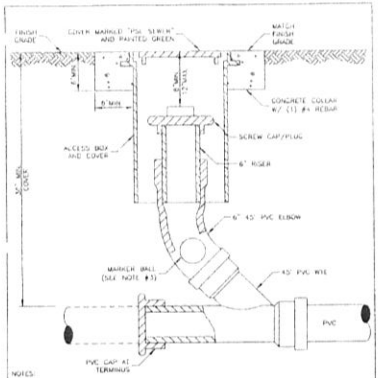
FILE NO. 120409

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

SCALE:	AS SHOWN
DATE	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	

C501

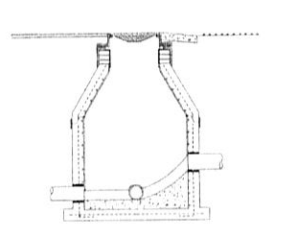
RANDY A. BULLOCK LICENSE NO. 42340 STATE OF FLORIDA Sep 16, 2015 PROFESSIONAL ENGINEER



NOTES:

1. AN ACCESS BOX AND COVER SHALL BE USED.
2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILITY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.
3. MARKER BALL SHALL BE STRAPPED TO THE ELBOW.

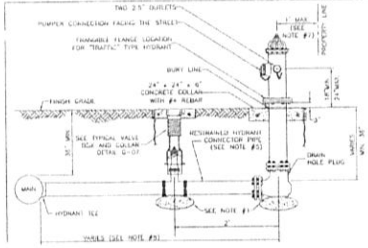
SANITARY SEWER CLEANOUT



NOTES:

12. THE MANHOLE SHALL BE CONSTRUCTED AS SHOWN IN THIS DETAIL WHERE THE DROP IN INVERT EXCEEDS 0.1' BUT IS LESS THAN 2'. FOR DROPS 2' OR GREATER A DROP CONNECTION PER DETAIL WW-03 SHALL BE USED.

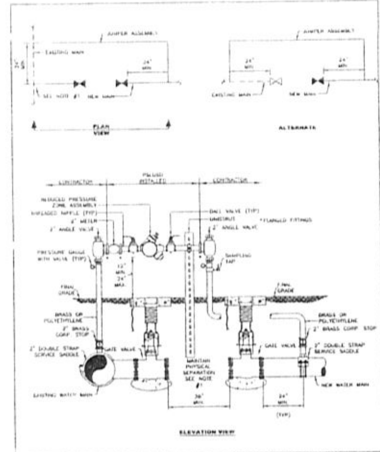
STANDARD PRECAST MANHOLE (DROP)



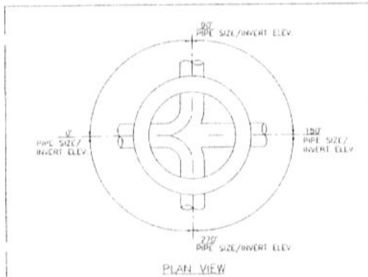
NOTES:

1. A FIRM BASE CONSISTING OF BAGS OF CONCRETE MIX SHALL BE PLACED UNDER THE HYDRANT AND VALVES.
2. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502, DRY BARREL "BREAK-AWAY" TYPE WITH 5 1/4" VALVE OPENING.
3. THE MINIMUM BURY DEPTH SHALL BE 36 INCHES.
4. HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600. THE HYDRANTS SHALL BE PAINTED BY THE MANUFACTURER WITH 2 COATS (MIN.)
5. VERTICAL BENDS MAY BE NECESSARY TO OBTAIN COVER UNDER SWALES OR AT HYDRANT LOCATION. VERTICAL BENDS OR OFFSETS ARE INCLUDED IN HYDRANT ASSEMBLY. ALL BENDS MUST BE RESTRAINED.
6. CONNECTOR PIPE AND ANY REQUIRED VERTICAL BENDS SHALL HAVE AN ANCHORING FEATURE ON BOTH ENDS SO THAT WHEN USED WITH M.J. SPLIT GLANDS, A RESTRAINED JOINT IS PROVIDED.
7. WHEN INSTALLED WITH SIDEWALK OR CURB, PROVIDE MIN. 2 FOOT CLEARANCE TO ANY PORTION OF THE HYDRANT, UTILIZING THE SIDE LOT EASEMENT IF NECESSARY.
8. A GATE VALVE SHALL BE INSTALLED WITHIN 2 FEET OF THE FIRE HYDRANT. IF DISTANCE FROM THE WATER MAIN TO THE FIRE HYDRANT IS GREATER THAN 20 FEET, A SECOND GATE VALVE SHALL BE INSTALLED WITHIN 2 FEET OF THE MAIN.
9. ANY DEVIATIONS FROM THE CRITERIA ABOVE REQUIRE A WRITTEN RECOMMENDATION FROM THE ENGINEER-OF-RECORD AND WRITTEN APPROVAL BY PSLUSD.

FIRE HYDRANT ASSEMBLY



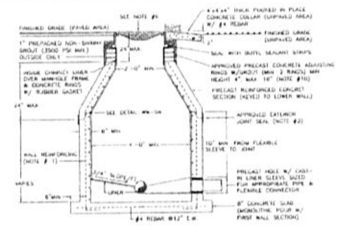
TEMPORARY JUMPER CONNECTION (UP TO 8" PIPE)



NOTES:

1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES.
2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM.
3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

INVERT FLOW CHANNELS FOR MANHOLES

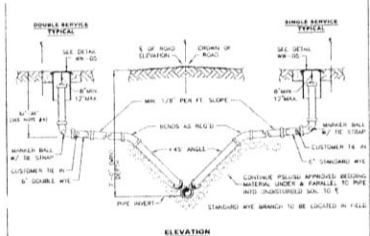


NOTES:

1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C-478, LATEST REVISION.
2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL WW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.
3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER BOOT MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY BOOT MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL WW-01).
6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED ONCE MANHOLE IS IN PLACE.
7. A MINIMUM OF 5 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
8. MANHOLE AND BASE WILL BE LINED INSIDE WITH AN APPROVED LINER SYSTEM.
9. AN APPROVED COVER & FRAME SHALL BE PROVIDED. APPROVED INSIDE MANHOLE CHIMNEY SEALANT SHALL BE APPLIED OVER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.
10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.
11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.

CONT. ON SHEET 2 OF 2

STANDARD PRECAST MANHOLE



NOTES:

1. PSLUSD APPROVED BEDDING MATERIAL SHALL BE USED FOR EXCAVATION BACK FILL.
2. LOCATE MARKER BALL WITH TIE STRAPS TO BE ATTACHED TO 6" ELBOW.
3. THE ENGINEER OF RECORD SHALL ENSURE THAT THE PROPOSED PLUMBING STUB-OUT ELEVATION FOR EACH BUILDING WILL ALLOW FOR A GRAVITY CONNECTION TO THE SANITARY SEWER LATERAL WITH THE REQUIRED SLOPE. HORIZONTAL AND VERTICAL SEPARATION SHALL BE MAINTAINED AS REQUIRED IN THE UTILITY STANDARDS MANUAL.

SANITARY SEWER LATERAL (DEEP)

NOTES:

1. A TEMPORARY JUMPER CONNECTION IS REQUIRED AT ALL CONNECTIONS BETWEEN EXISTING ACTIVE PSLUSD WATER MAINS AND PROPOSED NEW WATER MAINS. A PHYSICAL SEPARATION SHALL BE MAINTAINED EXCEPT AS NOTED IN 5 BELOW. THE PROCEDURES ARE APPLICABLE WHEN CONNECTING TO AN EXISTING PSLUSD WATER MAIN WHETHER BY TAPPING TEE AND VALVE OR BY CONTINUATION OF A FLANGED STUBOUT WITH AN EXISTING GATE VALVE.
2. [illegible]
3. [illegible]
4. ALL NEW WATER MAINS SHALL BE DOUBLE CHECK FLUSHED, PRESSURE TESTED AND DISINFECTED. NEW MAIN SHALL NOT BE PLACED INTO SERVICE UNTIL THE BACTERIOLOGICAL TEST RESULTS ARE SATISFACTORY AND A WRITTEN APPROVAL HAS BEEN OBTAINED FROM THE PSLUSD.
5. A PHYSICAL SEPARATION SHALL BE MAINTAINED BETWEEN THE EXISTING MAIN AND NEW MAINS EXCEPT AS NOTED HEREIN. [illegible]
   - THE PROCEDURE WILL BE CONDUCTED BY THE CONTRACTOR IN THE PRESENCE OF A PSLUSD INSPECTOR AND THE ENGINEER OF RECORD (EOR) OR REPRESENTATIVE.
   - THE NEW VALVE(S) SHOWN IN THIS DETAIL SHALL BE PRESSURE/LEAKAGE TESTED AND REPLACED IF LEAKAGE IS OBSERVED. THE VALVES WILL BE KEPT CLOSED BY THE PSLUSD AND SHALL NOT BE OPERATED BY ANY ONE OTHER THAN PSLUSD PERSONNEL.
   - THE JUMPER CONNECTION SHALL BE USED TO FILL THE NEW MAIN.
   - THE CONTRACTOR SHALL DISINFECT THE PIPE AND FITTINGS USED TO MAKE THE CONNECTION BY SPRAYING AND SWABBING WITH CHLORINE.
   - ALL VALVES IN THE NEW SYSTEM DOWNSTREAM OF THE JUMPER SHALL BE OPENED BY THE CONTRACTOR PRIOR TO FLUSHING. THE VALVES SHOWN IN THIS DETAIL SHALL BE OPENED BY PSLUSD PERSONNEL ONLY.
   - THE PIGGING AND FLUSHING SHALL BE PERFORMED BY THE CONTRACTOR IN THE PRESENCE OF A PSLUSD INSPECTOR. THE VALVES WILL BE CLOSED BY PSLUSD PERSONNEL AFTER THE MAIN HAS BEEN FLUSHED.
6. THE WATER MAINS SHALL BE PRESSURE TESTED AFTER FLUSHING AND PRIOR TO DISINFECTION. ALL VALVES SHALL REMAIN CLOSED DURING THE PRESSURE TEST AND WILL NOT BE OPENED UNTIL THE RESULTS OF PRESSURE TESTING AND BACTERIOLOGICAL TESTING ARE SATISFACTORY AND THE SYSTEM HAS BEEN ACCEPTED FOR OPERATION BY THE PSLUSD.
7. DISINFECTION SHALL BE CONDUCTED IN ACCORDANCE WITH AWWA C651. A MINIMUM PRESSURE OF 20 PSI SHALL BE MAINTAINED IN THE NEW MAIN AFTER DISINFECTION.
8. CONNECTION TO EXISTING MAINS SHALL NOT BE MADE PRIOR TO BACTERIOLOGICAL CLEARANCE AND UNTIL APPROVED BY THE PSLUSD.
9. UPON BACTERIOLOGICAL CLEARANCE, THE SAMPLING POINTS SHALL BE REMOVED AND PLUGGED BY THE CONTRACTOR. THE CONTRACTOR SHALL MAKE THE PERMANENT CONNECTION IN THE PRESENCE OF A PSLUSD INSPECTOR, UNLESS THE CONNECTION WAS PREVIOUSLY MADE AS INDICATED IN NOTE 5). THE PIPE AND FITTINGS FOR CONNECTION SHALL BE DISINFECTED BY SPRAYING AND SWABBING WITH CHLORINE. THE JUMPER ASSEMBLY (FLANGE TO FLANGE) WILL BE REMOVED BY THE PSLUSD IN COORDINATION WITH THE CONTRACTOR. THE CONTRACTOR SHALL REMOVE THE REST OF THE JUMPER CONNECTION PIPING AND PLUG THE CORPORATION STOP VALVES.
10. TEMPORARY JUMPER CONNECTION FOR PIPES OVER 8" NOMINAL DIAMETER TO BE DESIGNED BY EOR AND SHOWN ON PLANS.

TEMPORARY JUMPER CONNECTION

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Utility Details

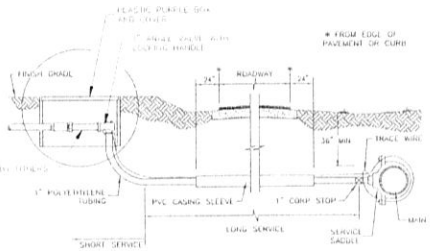
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

FILE NO. 120409
CPC AUTH. NO. 00002936

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

C502

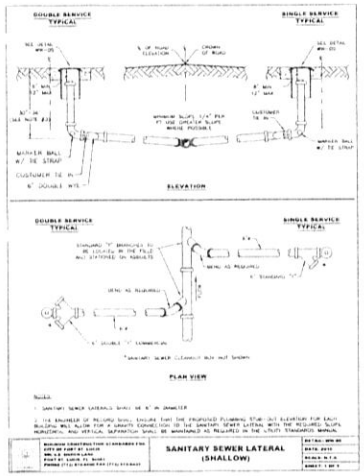
MURRY A. BULLION · LICENSE · NO 42340 · STATE OF FLORIDA · Sep 18, 2015 · PROFESSIONAL ENGINEER

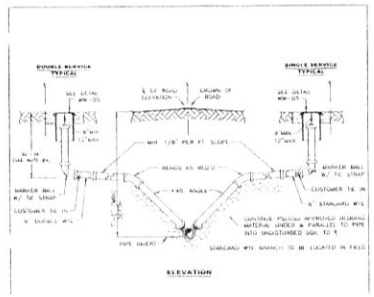


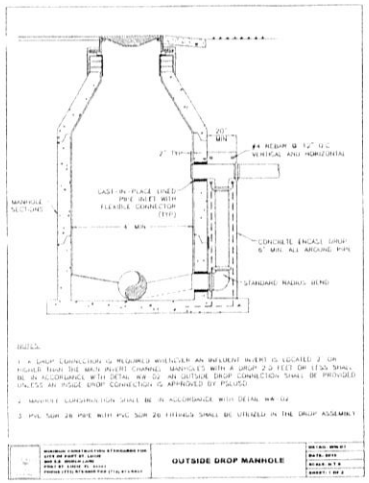
NOTES:

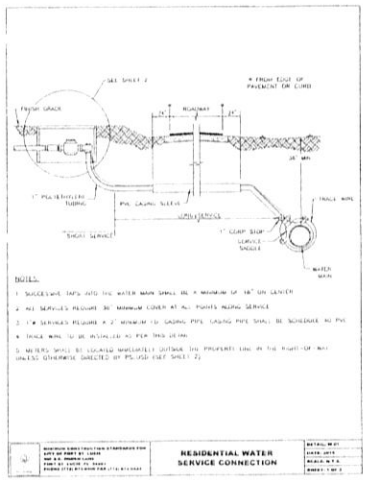
1. SUCCESSIVE TAPS SHALL BE A MINIMUM OF 18" ON CENTER.
2. ALL SERVICES REQUIRE 30" MINIMUM COVER AT ALL POINTS ALONG SERVICE.
3. 1"Ø SERVICES REQUIRE A 2" MINIMUM I.D. CASING PIPE. CASING PIPE SHALL BE SCHEDULE 40 PVC.
4. TRACE WIRE TO BE INSTALLED AS PER THIS DETAIL.
5. SERVICE SADDLE SHALL BE PER CITY APPROVED PRODUCTS LIST.

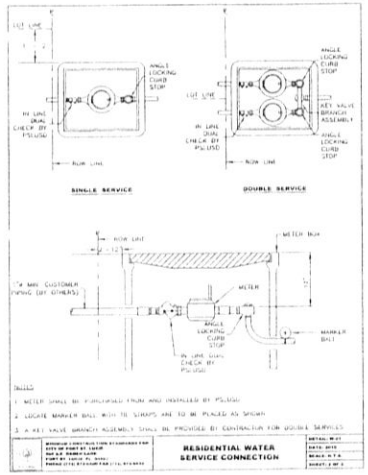
RESIDENTIAL RECLAIM SERVICE DETAIL











CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CKD	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Utility Details

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936 FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	RP

C503

MURRAY A. BULLOCK LICENSE NO. 42340 STATE OF FLORIDA PROFESSIONAL ENGINEER Sep. 18, 2015

Tapping Location Chart

UNIT 2

INDIAN LILAC TRAIL

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
TS-118A	Sample Point #14 Tapping Saddle		
TS-118B	Tapping Saddle		
TS-119	Tapping Saddle		

TRUMPET TREE CIRCLE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
TS-120	Tapping Saddle		
TS-121	Tapping Saddle		
TS-122	Tapping Saddle		
TS-123A	Tapping Saddle		
TS-123B	Tapping Saddle		
TS-124	Tapping Saddle		
TS-125	Tapping Saddle		
TS-126	Tapping Saddle		
TS-127	Tapping Saddle		
TS-128	Tapping Saddle		
TS-129	Tapping Saddle		
TS-130	Tapping Saddle		
TS-131	Sample Point #16 Tapping Saddle		
TS-132	Tapping Saddle		
TS-133	Tapping Saddle		
TS-134	Tapping Saddle		
TS-135	Tapping Saddle		
TS-136	Tapping Saddle		
TS-137	Tapping Saddle		
TS-138	Tapping Saddle		
TS-139	Tapping Saddle		
TS-140	Tapping Saddle		
TS-141	Tapping Saddle		

TRUMPET TREE CIRCLE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
TS-142	Tapping Saddle		
TS-143	Tapping Saddle		
TS-144	Tapping Saddle		
TS-145	Tapping Saddle		
TS-146	Tapping Saddle		
TS-147	Tapping Saddle		
TS-148	Tapping Saddle		
TS-149	Tapping Saddle		
TS-150	Tapping Saddle		
TS-151	Sample Point #15 Tapping Saddle		
TS-152	Tapping Saddle		
TS-153	Tapping Saddle		
TS-154	Tapping Saddle		
TS-155	Tapping Saddle		
TS-156	Tapping Saddle		
TS-157	Tapping Saddle		
TS-158	Tapping Saddle		
TS-159	Tapping Saddle		
TS-160	Tapping Saddle		

BAYBERRY AVENUE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-17	Sample Point #17 Temporary Jumper		

UNIT 3

MARIGOLD AVENUE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
TS-69	Tapping Saddle		
TS-70	Tapping Saddle		
TS-71	Tapping Saddle		
TS-72	Tapping Saddle		
TS-73	Tapping Saddle		
TS-74	Tapping Saddle		
TS-75	Tapping Saddle		
TS-76	Tapping Saddle		
TS-77	Tapping Saddle		
TS-78	Sample Point #9 Tapping Saddle		
TS-79	Sample Point #9A Tapping Saddle		
TS-80	Tapping Saddle		
TS-80A	Tapping Saddle		
TS-81	Tapping Saddle		
TS-82	Tapping Saddle		
TS-83	Tapping Saddle		
TS-84	Tapping Saddle		
TS-85	Tapping Saddle		
TS-86	Tapping Saddle		
TS-87	Tapping Saddle		
TS-88	Sample Point #10 Tapping Saddle		

UNIT 3

LIGUSTRUM DRIVE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-11	Sample Point #11 Blow-Off		
TS-89	Tapping Saddle		
TS-90	Tapping Saddle		
TS-91	Tapping Saddle		

CORAL TREE CIRCLE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-01	Sample Point #1 Temporary Jumper		
SP-03	Sample Point #3 Blow Off		
TS-01	Tapping Saddle		
TS-02	Tapping Saddle		
TS-03	Tapping Saddle		
TS-04	Tapping Saddle		
TS-05	Tapping Saddle		
TS-06	Tapping Saddle		
TS-07	Tapping Saddle		
TS-08	Tapping Saddle		
TS-09	Tapping Saddle		
TS-10	Tapping Saddle		
TS-11	Tapping Saddle		
TS-12	Tapping Saddle		
TS-13	Tapping Saddle		
TS-14	Tapping Saddle		
TS-15	Tapping Saddle		
TS-16	Tapping Saddle		
TS-17	Sample Point #2 Tapping Saddle		
TS-18	Tapping Saddle		
TS-19	Tapping Saddle		
TS-20	Tapping Saddle		
TS-21	Tapping Saddle		

UNIT 4

ROYAL POINCIANA DRIVE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-21	Sample Point #21 Tapping Saddle		
TS-177	Tapping Saddle		
TS-178	Tapping Saddle		
TS-179	Tapping Saddle		
TS-180	Tapping Saddle		
TS-181	Tapping Saddle		
TS-182	Tapping Saddle		
TS-183	Tapping Saddle		
TS-184	Tapping Saddle		
TS-185	Tapping Saddle		
TS-186	Tapping Saddle		
TS-187	Tapping Saddle		
TS-188	Tapping Saddle		
TS-189	Tapping Saddle		
TS-190	Tapping Saddle		
TS-191	Tapping Saddle		
TS-192	Tapping Saddle		
TS-193	Tapping Saddle		
TS-194	Tapping Saddle		
TS-195	Sample Point #20 Tapping Saddle		
TS-196	Tapping Saddle		
TS-197	Tapping Saddle		
TS-198	Tapping Saddle		
TS-199	Tapping Saddle		
TS-200	Tapping Saddle		
TS-201	Tapping Saddle		
TS-202	Tapping Saddle		
TS-203	Tapping Saddle		

FORESTWOOD AVENUE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-18	Sample Point #18 Temporary Jumper		
TS-161	Tapping Saddle		
TS-162	Tapping Saddle		
TS-163	Tapping Saddle		
TS-163A	Tapping Saddle		
TS-164	Tapping Saddle		
TS-165	Sample Point #19 Tapping Saddle		
TS-166	Tapping Saddle		
TS-167	Tapping Saddle		
TS-168	Tapping Saddle		
TS-169	Tapping Saddle		
TS-170	Tapping Saddle		
TS-171	Tapping Saddle		
TS-172	Tapping Saddle		
TS-173	Tapping Saddle		
TS-174	Tapping Saddle		
TS-175	Tapping Saddle		
TS-176	Tapping Saddle		

UNIT 5

BUTTONWOOD COURT

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-13	Sample Point #13 Blow-Off		
TS-109	Tapping Saddle		
TS-110	Tapping Saddle		
TS-111	Tapping Saddle		
TS-112	Tapping Saddle		
TS-113	Tapping Saddle		

WALNUT TREE COURT

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-04	Sample Point #4 Blow-off		
TS-104	Tapping Saddle		
TS-105	Tapping Saddle		
TS-106	Tapping Saddle		
TS-107	Tapping Saddle		
TS-108	Tapping Saddle		

PEAR TREE COURT

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-06	Sample Point #6 Blow-off		
TS-114	Tapping Saddle		
TS-115	Tapping Saddle		
TS-116	Tapping Saddle		
TS-117	Tapping Saddle		

LIGUSTRUM DRIVE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
TS-92	Tapping Saddle		
TS-92A	Tapping Saddle		
TS-93	Tapping Saddle		
TS-93A	Tapping Saddle		
TS-94	Tapping Saddle		
TS-95	Tapping Saddle		
TS-96	Tapping Saddle		
TS-97	Tapping Saddle		
TS-98	Tapping Saddle		
TS-99	Tapping Saddle		
TS-100	Tapping Saddle		
TS-101	Tapping Saddle		
TS-102	Sample Point #12 Tapping Saddle		
TS-103	Tapping Saddle		

CORAL TREE CIRCLE

WATER SERVICE TAPPING SADDLE CHART			
LABEL	TYPE	NORTH	EAST
SP-08	Sample Point #8 Tapping Saddle		
TS-22	Tapping Saddle		
TS-23	Tapping Saddle		
TS-24	Tapping Saddle		
TS-25	Tapping Saddle		
TS-26	Tapping Saddle		
TS-27	Tapping Saddle		
TS-28	Tapping Saddle		
TS-29	Tapping Saddle		
TS-30	Tapping Saddle		
TS-31	Tapping Saddle		
TS-32	Tapping Saddle		
TS-33	Sample Point #5 Tapping Saddle		
TS-34	Tapping Saddle		
TS-35	Tapping Saddle		
TS-36	Tapping Saddle		
TS-37	Tapping Saddle		
TS-38	Tapping Saddle		
TS-39	Tapping Saddle		
TS-40	Tapping Saddle		
TS-41	Tapping Saddle		
TS-42	Tapping Saddle		
TS-43	Tapping Saddle		
TS-44	Tapping Saddle		
TS-45	Tapping Saddle		
TS-46	Tapping Saddle		
TS-47	Tapping Saddle		
TS-48	Tapping Saddle		
TS-49	Tapping Saddle		
TS-50	Tapping Saddle		
TS-51	Tapping Saddle		
TS-52	Sample Point #7 Tapping Saddle		
TS-53	Tapping Saddle		
TS-54	Tapping Saddle		
TS-55	Tapping Saddle		
TS-56	Tapping Saddle		
TS-57	Tapping Saddle		
TS-58	Tapping Saddle		
TS-59	Tapping Saddle		
TS-60	Tapping Saddle		
TS-61	Tapping Saddle		
TS-62	Tapping Saddle		
TS-63	Tapping Saddle		
TS-64	Tapping Saddle		
TS-65	Tapping Saddle		
TS-66	Tapping Saddle		
TS-67	Tapping Saddle		
TS-68	Tapping Saddle		

Water Meter Box Chart

UNIT 2

INDIAN LILAC TRAIL

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-118A	Double			
WS-118B	Single			
WS-119	Double			

TRUMPET TREE CIRCLE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-120	Double			
WS-121	Double			
WS-122	Double			
WS-123A	Double			
WS-123B	Single			
WS-124	Double			
WS-125	Double			
WS-126	Double			
WS-127	Double			
WS-128	Single			
WS-129	Single			
WS-130	Double			
WS-131	Double			
WS-132	Double			
WS-133	Double			
WS-134	Double			
WS-135	Double			
WS-136	Double			
WS-137	Double			
WS-138	Double			
WS-139	Double			
WS-140	Double			
WS-141	Single			

TRUMPET TREE CIRCLE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-142	Single			
WS-143	Single			
WS-144	Double			
WS-145	Double			
WS-146	Double			
WS-147	Double			
WS-148	Double			
WS-149	Double			
WS-150	Double			
WS-151	Double			
WS-152	Double			
WS-153	Double			
WS-154	Double			
WS-155	Double			
WS-156	Single			
WS-157	Double			
WS-158	Single			
WS-159	Double			
WS-160	Double			

UNIT 3

MARIGOLD AVENUE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-69	Single			
WS-70	Single			
WS-71	Double			
WS-72	Double			
WS-73	Single			
WS-74	Double			
WS-75	Single			
WS-76	Double			
WS-77	Double			
WS-78	Single			
WS-79	Single			
WS-80	Double			
WS-80A	Double			
WS-81	Single			
WS-82	Single			
WS-83	Single			
WS-84	Single			
WS-85	Double			
WS-86	Double			
WS-87	Single			
WS-88	Single			

LIGUSTRUM DRIVE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-89	Single			
WS-90	Double			
WS-91	Single			

UNIT 3

CORAL TREE CIRCLE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-01	Double			
WS-02	Double			
WS-03	Double			
WS-04	Double			
WS-05	Double			
WS-06	Double			
WS-07	Double			
WS-08	Single			
WS-09	Single			
WS-10	Single			
WS-11	Double			
WS-12	Double			
WS-13	Double			
WS-14	Double			
WS-15	Double			
WS-16	Double			
WS-17	Double			
WS-18	Double			
WS-19	Single			
WS-20	Single			
WS-21	Double			

UNIT 4

ROYAL POINCIANA DRIVE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-177	Double			
WS-178	Single			
WS-179	Double			
WS-180	Double			
WS-181	Single			
WS-182	Double			
WS-183	Double			
WS-184	Double			
WS-185	Double			
WS-186	Single			
WS-187	Single			
WS-188	Double			
WS-189	Double			
WS-190	Double			
WS-191	Double			
WS-192	Double			
WS-193	Double			
WS-194	Double			
WS-195	Double			
WS-196	Double			
WS-197	Double			
WS-198	Double			
WS-199	Single			
WS-200	Double			
WS-201	Double			
WS-202	Double			
WS-203	Single Existing Tap			

FORESTWOOD AVENUE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-161	Single			
WS-162	Single			
WS-163	Double			
WS-163A	Double			
WS-164	Single			
WS-165	Double			
WS-166	Double			
WS-167	Double			
WS-168	Double			
WS-169	Double			
WS-170	Double			
WS-171	Double			
WS-172	Double			
WS-173	Double			
WS-174	Single			
WS-175	Single			
WS-176	Double			

UNIT 5

BUTTONWOOD COURT

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-109	Single			
WS-110	Double			
WS-111	Double			
WS-112	Double			
WS-113	Double			

WALNUT TREE COURT

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-104	Double			
WS-105	Double			
WS-106	Double			
WS-107	Single			
WS-108	Single			

UNIT 5

PEAR TREE COURT

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-114	Single			
WS-115	Double			
WS-116	Double			
WS-117	Double			

LIGUSTRUM DRIVE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-92	Single			
WS-92A	Single			
WS-93	Single			
WS-93A	Double			
WS-94	Single			
WS-95	Double			
WS-96	Double			
WS-97	Double			
WS-98	Single			
WS-99	Single			
WS-100	Single			
WS-101	Double			
WS-102	Double			
WS-103	Double			

CORAL TREE CIRCLE

WATER METER BOX CHART				
LABEL	TYPE	NORTH	EAST	FINISH GROUND
WS-22	Single			
WS-23	Double			
WS-24	Single			
WS-25	Single			
WS-26	Double			
WS-27	Double			
WS-28	Double			
WS-29	Double			
WS-30	Double			
WS-31	Single			
WS-32	Double			
WS-33	Single			
WS-34	Double			
WS-35	Double			
WS-36	Double			
WS-37	Single			
WS-38	Single			
WS-39	Double			
WS-40	Single			
WS-41	Double			
WS-42	Double			
WS-43	Double			
WS-44	Single			
WS-45	Double			
WS-46	Double			
WS-47	Double			
WS-48	Double			
WS-49	Single			
WS-50	Single			
WS-51	Double			
WS-52	Double			
WS-53	Double			
WS-54	Double			
WS-55	Single			
WS-56	Single			
WS-57	Single			
WS-58	Single			
WS-59	Double			
WS-60	Double			
WS-61	Double			
WS-62	Double			
WS-63	Double			
WS-64	Double			
WS-65	Double			
WS-66	Double			
WS-67	Single			
WS-68	Single			

Sanitary Service Chart

UNIT 2

INDIAN LILAC TRAIL

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-110	Double				
SS-111	Double				

TRUMPET TREE CIRCLE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-112	Double				
SS-113	Double				
SS-114	Double				
SS-115	Double				
SS-116	Double				
SS-117	Double				
SS-118	Double				
SS-119	Double				
SS-120	Double				
SS-121	Double				
SS-122	Double				
SS-123	Double				
SS-124	Double				
SS-125	Double				
SS-126	Double				
SS-127	Double				
SS-128	Double				
SS-129	Single				
SS-130	Single				
SS-131A	Double				
SS-131B	Single				
SS-132	Double				

TRUMPET TREE CIRCLE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-133	Double				
SS-134	Double				
SS-135	Double				
SS-136	Double				
SS-137	Double				
SS-138	Single				
SS-140	Single				
SS-141	Double				
SS-142	Double				
SS-143	Double				
SS-144	Double				
SS-145	Double				
SS-146	Double				
SS-147	Double				
SS-148	Double				
SS-149	Double				
SS-150	Single				
SS-151	Double				
SS-152	Single				

UNIT 3

MARIGOLD AVENUE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-68	Double				
SS-69	Double				
SS-70	Double				
SS-71	Double				
SS-72	Double				
SS-73	Double				
SS-74	Double				
SS-75	Single				
SS-76	Double				
SS-77	Double				
SS-78	Double				
SS-79	Double				
SS-80	Double				
SS-81	Double				
SS-82	Double				

LIGUSTRUM DRIVE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-83	Double				
SS-84	Single				
SS-85	Single				
SS-86	Single				

UNIT 3

CORAL TREE CIRCLE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GRD
SS-01	Single				
SS-02	Single				
SS-03	Double				
SS-04	Double				
SS-05	Double				
SS-06	Double				
SS-07	Double				
SS-08	Double				
SS-09	Double				
SS-10	Single				
SS-11	Single				
SS-12	Double				
SS-13	Double				
SS-14	Double				
SS-15	Double				
SS-16	Double				
SS-17	Double				
SS-18	Double				
SS-19	Double				
SS-20	Double				
SS-21	Single				
SS-22	Single				

UNIT 4

ROYAL POINCIANA DRIVE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-170	Single				
SS-171	Single				
SS-172	Double				
SS-173	Double				
SS-174	Double				
SS-175	Double				
SS-176	Double				
SS-177	Double				
SS-178	Double				
SS-179	Double				
SS-180	Double				
SS-181	Double				
SS-182	Double				
SS-183	Double				
SS-184	Double				
SS-185	Single				
SS-186	Double				
SS-187	Single				
SS-188	Single				
SS-189	Double				
SS-190	Double				
SS-191	Double				
SS-192	Double				
SS-193	Double				
SS-194	Single				
SS-195	Double				
SS-196	Double				

FORESTWOOD AVENUE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-153	Single				
SS-154	Double				
SS-155	Double				
SS-156	Double				
SS-157	Double				
SS-158	Single				
SS-159	Double				
SS-160	Single				
SS-161	Double				
SS-162	Double				
SS-163	Double				
SS-164	Double				
SS-165	Double				
SS-166	Double				
SS-167	Double				
SS-168	Single				
SS-169	Double				

UNIT 5

BUTTONWOOD COURT

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GRD
SS-102B	Double				
SS-103	Double				
SS-104	Double				
SS-105	Single				
SS-106	Single				

UNIT 5

WALNUT TREE COURT

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-99	Double				
SS-100	Double				
SS-101	Single				
SS-102A	Single				

PEAR TREE COURT

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-107	Double				
SS-108	Double				
SS-109	Double				

LIGUSTRUM DRIVE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-87	Double				
SS-88	Double				
SS-89	Double				
SS-90	Double				
SS-91	Double				
SS-92	Double				
SS-93	Double				
SS-95	Double				
SS-96	Double				
SS-97	Single				
SS-98	Single				

CORAL TREE CIRCLE

SANITARY SERVICE CHART					
LABEL	TYPE	NORTH	EAST	INVERT	FINISH GROUND
SS-23	Double				
SS-24	Single				
SS-25	Double				
SS-26	Double				
SS-27	Double				
SS-28	Double				
SS-29	Double				
SS-30	Single				
SS-30A	Single				
SS-31	Double				
SS-32	Double				
SS-33	Double				
SS-34	Double				
SS-35	Double				
SS-36	Single				
SS-37	Single				
SS-38	Double				
SS-39	Double				
SS-40	Double				
SS-41	Double				
SS-42	Double				
SS-43	Double				
SS-44	Double				
SS-45	Double				
SS-46	Double				
SS-47	Double				
SS-48	Double				
SS-49	Double				
SS-50	Single				
SS-51	Single				
SS-52	Single				
SS-53	Single				
SS-54	Single				
SS-55	Double				
SS-56	Double				
SS-57	Double				
SS-58	Double				
SS-59	Double				
SS-60	Double				
SS-61	Double				
SS-62	Double				
SS-63	Double				
SS-64	Double				
SS-65	Double				
SS-66	Single				
SS-67	Single				

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS
1	07-31-15	DP	MB	REVISED PER PSL COMMENTS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Utility Service Charts

FILE NO. 120409

CARNAHAN·PROCTOR·CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

CPC AUTH. NO. 00002936

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	RP

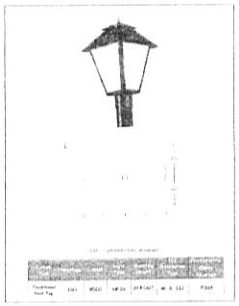
C504

MURRY A. BULLION · LICENSE NO. 42340 · STATE OF FLORIDA · Sep. 18, 2015 · PROFESSIONAL ENGINEER

GRAPHIC SCALE

(IN FEET)
1 inch = 60 ft.

TRADITIONAL POST TOP



LIGHT FIXTURE DETAIL

LIGHTING NOTES

STREET LIGHTS SHALL NOT BE INSTALLED AT THE TIME OF ROADWAY CONSTRUCTION. HOWEVER, STREET LIGHTS WILL BE INSTALLED WITHIN TWO (2) YEARS AFTER THE DATE OF APPROVAL BY CITY OF PORT ST LUCIE COUNCIL.

THE MAXIMUM HEIGHT OF STANDARD LUMINAIRE SHALL NOT EXCEED THE MAXIMUM BUILDING HEIGHT PERMITTED, OR TWENTY FIVE (25) FEET, WHICHEVER IS LESS.

LIGHT POLES MUST MAINTAIN A MINIMUM HORIZONTAL SEPARATION OF 5' FROM ANY PSL/USD FACILITY.

FPL CONSTRUCTION NOTES

1. ALL FPL CONDUITS AND ROAD CROSSING SHALL BE INSTALLED AT A MINIMUM DEPTH OF 36" BELOW FINISH GRADE.

2. STREET LIGHT LOCATIONS MUST BE PROVIDED BY THE DEVELOPER. AFTER RECEIVING SAME, FPL WILL DETERMINE CONDUITS RUNS AND HANDHOLE FOR THE STREET LIGHTS.

3. FPL FACILITIES MUST BE INSTALLED EITHER IN PLATTED EASEMENTS OR IN RECORDED EASEMENTS FROM PROPERTY OWNER. TYPICAL FPL EASEMENTS ARE 10' IN WIDTH.

4. PLUG ALL 2" AND 6" PVC ROAD CROSSING, MARK BOTH ENDS WITH FULL RANGE ELECTRONIC MARKING DEVICES.

5. TYPICAL STREET LIGHTS ARE 9,500 LUMEN, 100 WATT FIXTURES ON 20' FIBERGLASS POLES. HANDHOLES ARE 24". STREET LIGHT CONDUCTOR IN 1" MIN. IS 1/0 AWG.

CITY OF PSL PROJECT NO. P15-118

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Street Lighting Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS

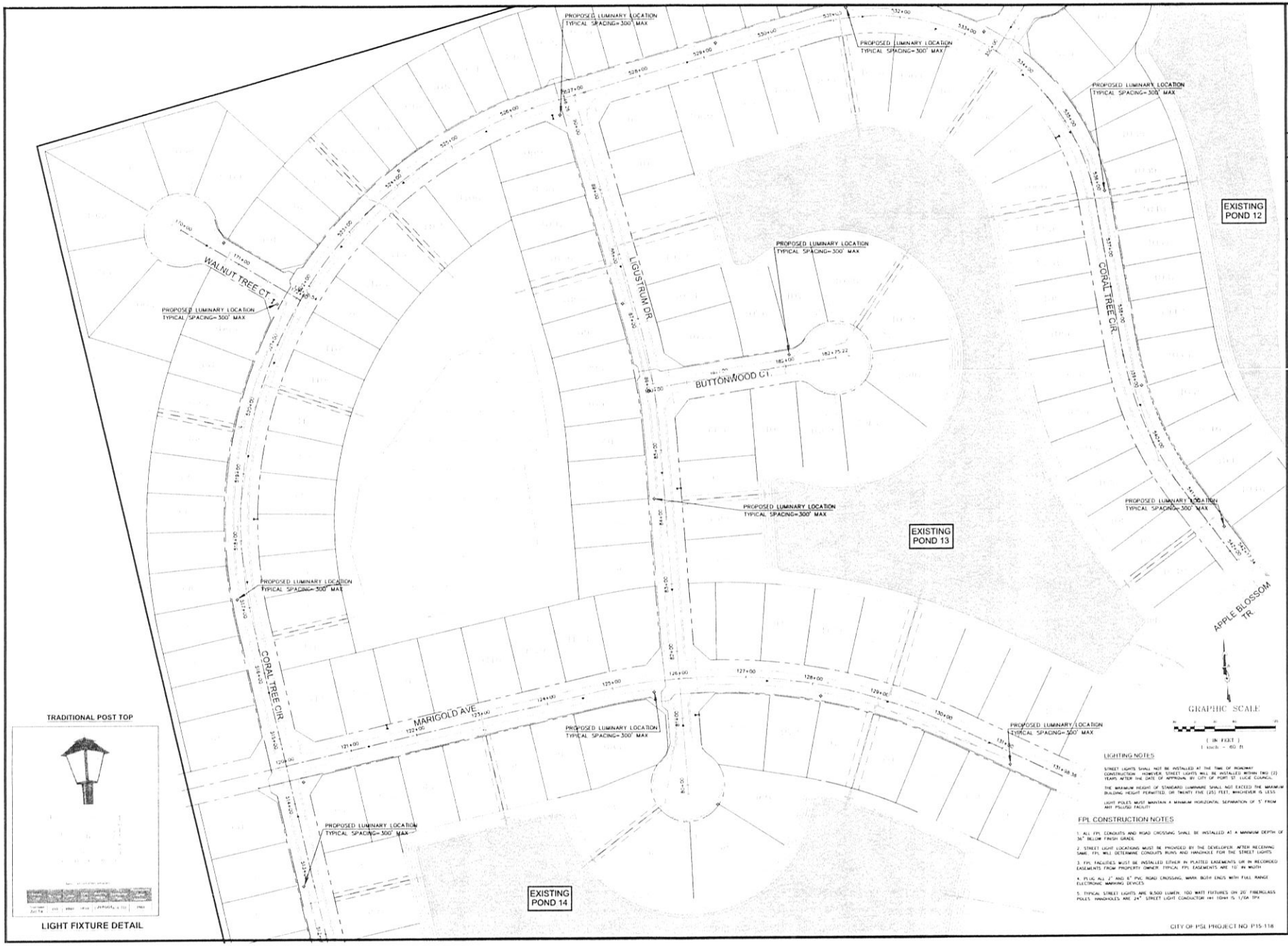
CPC AUTH. NO. 00002936

FILE NO. 120409

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C600

MURRAY A. BUSH, JR. LICENSE NO. 42360 STATE OF FLORIDA Sep 18, 2015 PROFESSIONAL ENGINEER



TRADITIONAL POST TOP

LIGHT FIXTURE DETAIL

NO	DATE	BY	CK'D	REVISIONS

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Street Lighting Plan

CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 120405

SCALE:	AS SHOWN
DATE:	July 2015
DRAWN BY:	KH
CHECKED BY:	DP
DESIGNED BY:	

C601

MURRAY A. BULL JR. · LICENSE · NO 42340 · STATE OF FLORIDA · Sep 18, 2015 · PROFESSIONAL ENGINEER

LIGHTING NOTES

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THE MAXIMUM HEIGHT OF STANDARD LUMINAIRE SHALL NOT EXCEED THE MAXIMUM BUILDING HEIGHT PERMITTED, OR TWENTY FIVE (25) FEET, WHICHEVER IS LESS.

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FPL CONSTRUCTION NOTES

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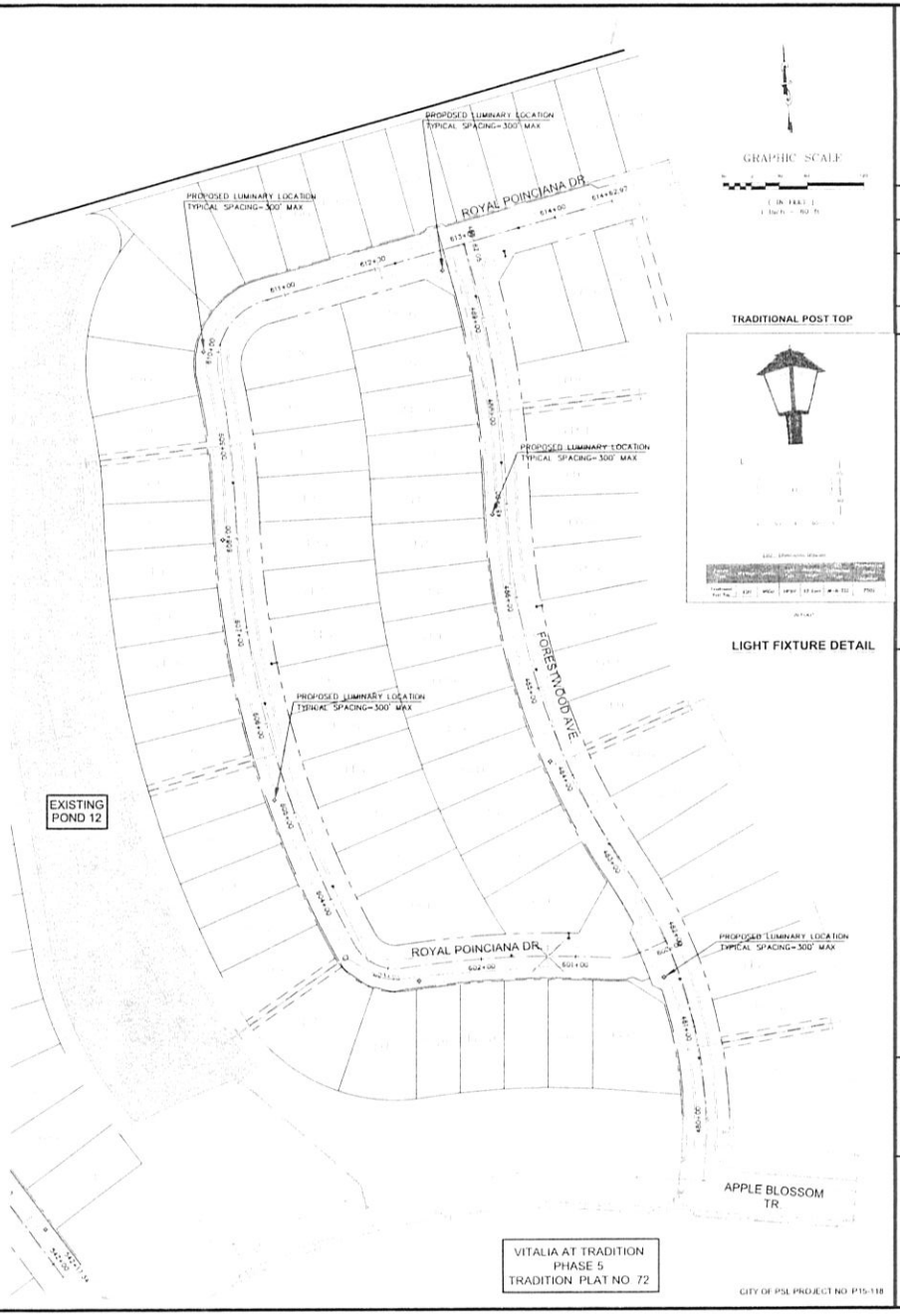
2. STREET LIGHT LOCATIONS MUST BE PROVIDED BY THE DEVELOPER AFTER RECEIVING SAME, FPL WILL DETERMINE CONDUITS RUNS AND HANDHOLE FOR THE STREET LIGHTS.

3. FPL FACILITIES MUST BE INSTALLED EITHER IN PLATTED EASEMENTS OR IN RECORDED EASEMENTS FROM PROPERTY OWNER. TYPICAL FPL EASEMENTS ARE 10' IN WIDTH.

4. PLUG ALL 2" AND 6" PVC ROAD CROSSING, MARK BOTH ENDS WITH FULL RANGE ELECTRONIC MARKING DEVICES.

5. TYPICAL STREET LIGHTS ARE 9,500 LUMEN, 100 WATT FIXTURES ON 20' FIBERGLASS POLES. HANDHOLES ARE 24" STREET LIGHT CONDUCTOR MIN. TOWN 15 T/GA TYP.



GRAPHIC SCALE

(IN FEET)

TRADITIONAL POST TOP

LIGHT FIXTURE DETAIL

VITALIA AT TRADITION
RESIDENTIAL PARCEL - PHASE 4
TRADITION PLAT NO. 75

Street Lighting Plan

NO	DATE	BY	CK'D	REVISIONS

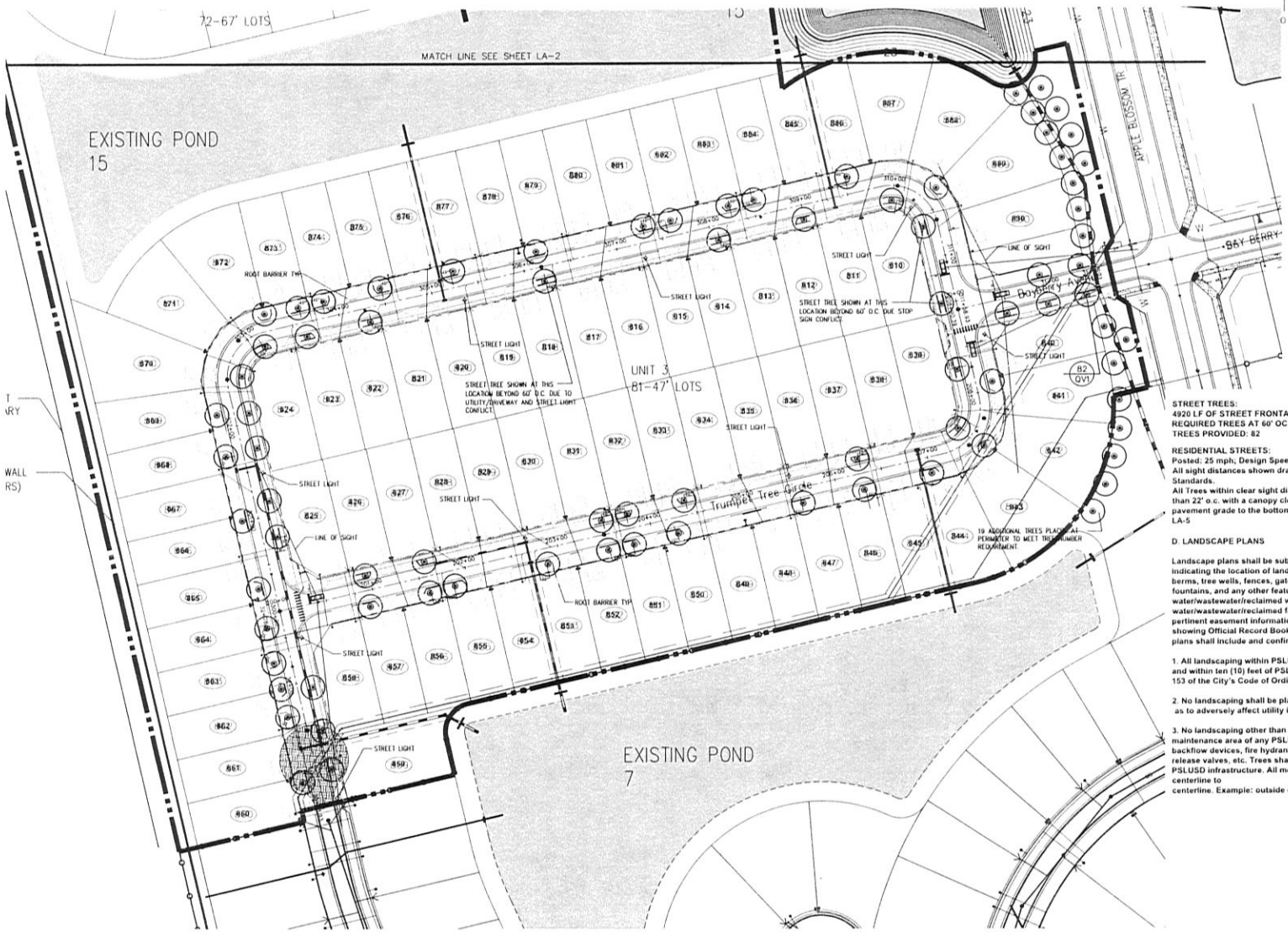
CARNAHAN · PROCTOR · CROSS, INC.
CONSULTING ENGINEERS · SURVEYORS · PLANNERS
CPC AUTH. NO. 00002936

FILE NO. 12049

SCALE	AS SHOWN
DATE	July 2015
DRAWN BY	KH
CHECKED BY	DP
DESIGNED BY	

C602

MURRY A. BULLOCK
LICENSED
NO. 62340
STATE OF
Sept. 18, 2015
FLORIDA
PROFESSIONAL ENGINEER



0 25 50 100
SCALE 1"=50'-0"

NORTH

STREET TREES:
4920 LF OF STREET FRONTAGE
REQUIRED TREES AT 60' OC = 82 TREES
TREES PROVIDED: 82

RESIDENTIAL STREETS:
Posted: 25 mph; Design Speed: 30 mph
All sight distances shown drawn per FDOT 2013 Index 546 Design Standards.
All Trees within clear sight distance planted at a distance greater than 22' o.c. with a canopy clearance of 8.5' from the finish pavement grade to the bottom of the canopy. See detail Sheet LA-5

D. LANDSCAPE PLANS

Landscape plans shall be submitted for the project indicating the location of landscape areas, perimeter walls, foundations, berms, tree wells, fences, gates, signs, decorative rocks, sculpture, fountains, and any other features that may influence the location of water/wastewater/reclaimed water facilities; also, existing and proposed water/wastewater/reclaimed facilities, and right-of-way, lot lines and pertinent easement information, showing Official Record Book and page number, shall be included. The plans shall include and confirm to the following standard notes:

1. All landscaping within PSLUSD utility easements and within ten (10) feet of PSLUSD infrastructure shall comply with Chapter 153 of the City's Code of Ordinances and PSLUSD Utility Standards.

2. No landscaping shall be planted in such a manner as to adversely affect utility installation, operation, or maintenance.

3. No landscaping other than sod grasses may be planted within a 5' radius maintenance area of any PSLUSD appurtenance such as water meters, backflow devices, fire hydrants, sanitary sewer cleanouts, and manholes, air release valves, etc. Trees shall not be planted within ten (10) feet of any PSLUSD infrastructure. All measurements are from outside to outside, not centerline to centerline. Example: outside of pipe to nearest point on tree trunk.

NOTE: SEE SHEET LA-5 FOR PLANT LIST, DETAILS AND NOTES

CITY OF PSL PROJECT NO. P5-118

Issue Date: JUNE 22, 2015
Revised per city comments 7/29/15
Revised per city comments 9/16/15
Revised per city comments 10/21/15

JOB TITLE

Street Tree Plan

VITALA @ TRADITIONS, PHASE 4 UNITS 2-5

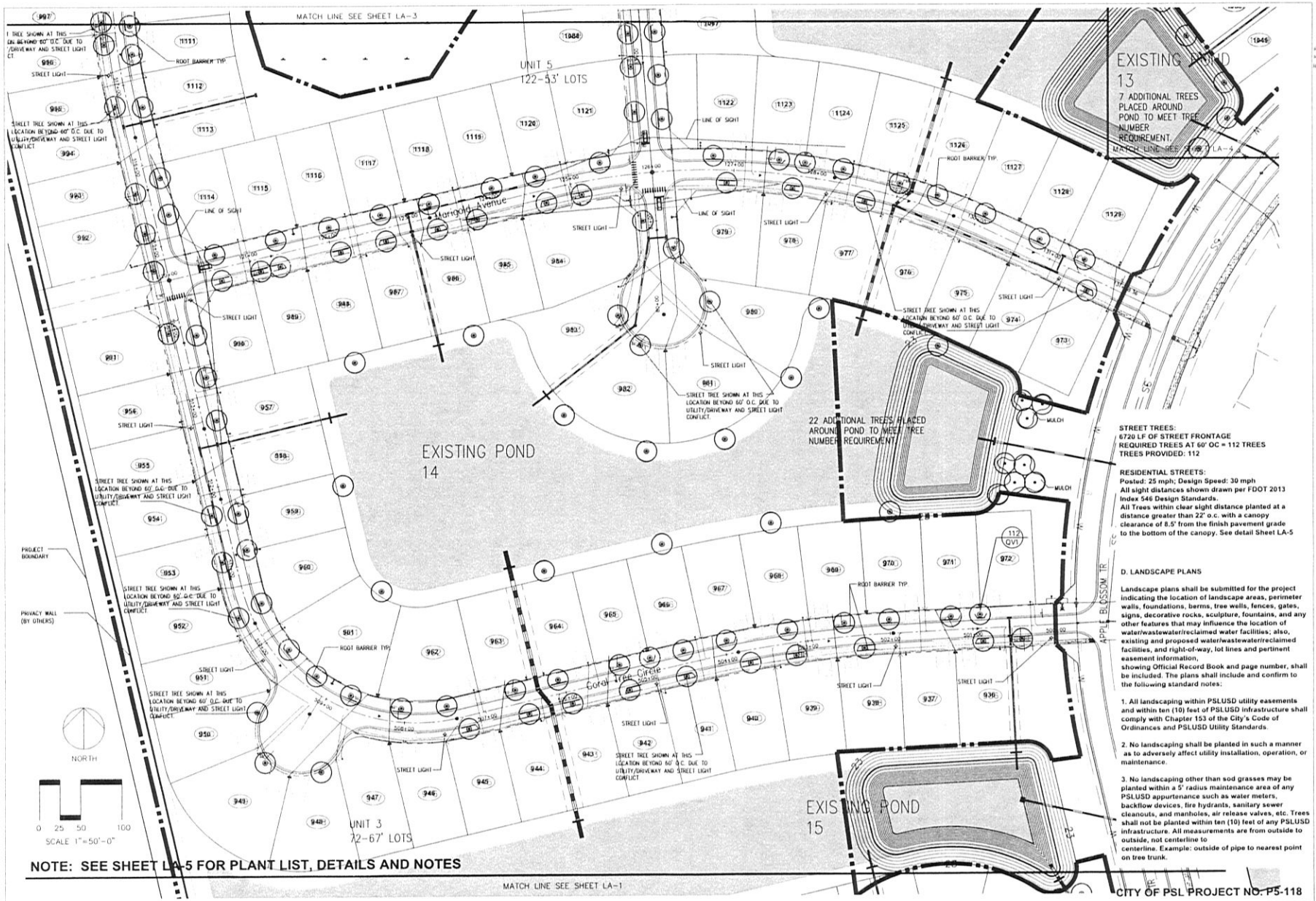
City of Port St. Lucie, Florida

MELISSA A. JOYNES
9411 Pocatello Place
Orlando, FL 32827
(407) 616-7074

LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN

LA-1

SHEET



NOTE: SEE SHEET LA-5 FOR PLANT LIST, DETAILS AND NOTES

STREET TREES:
6720 LF OF STREET FRONTAGE
REQUIRED TREES AT 60' OC = 112 TREES
TREES PROVIDED: 112

RESIDENTIAL STREETS:
Posted: 25 mph; Design Speed: 30 mph
All sight distances shown drawn per FDOT 2013 Index 546 Design Standards.
All Trees within clear sight distance planted at a distance greater than 22' o.c. with a canopy clearance of 8.5' from the finish pavement grade to the bottom of the canopy. See detail Sheet LA-5

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CITY OF PSL PROJECT NO. P5-118

Issue Date: JUNE 22, 2015
Revised per city comments 7/29/15
Revised per city comments 8/18/15
Revised per city comments 12/21/15

JOB TITLE

VITALA @ TRADITIONS, PHASE 4 UNITS 2-5

City of Port St. Lucie, Florida

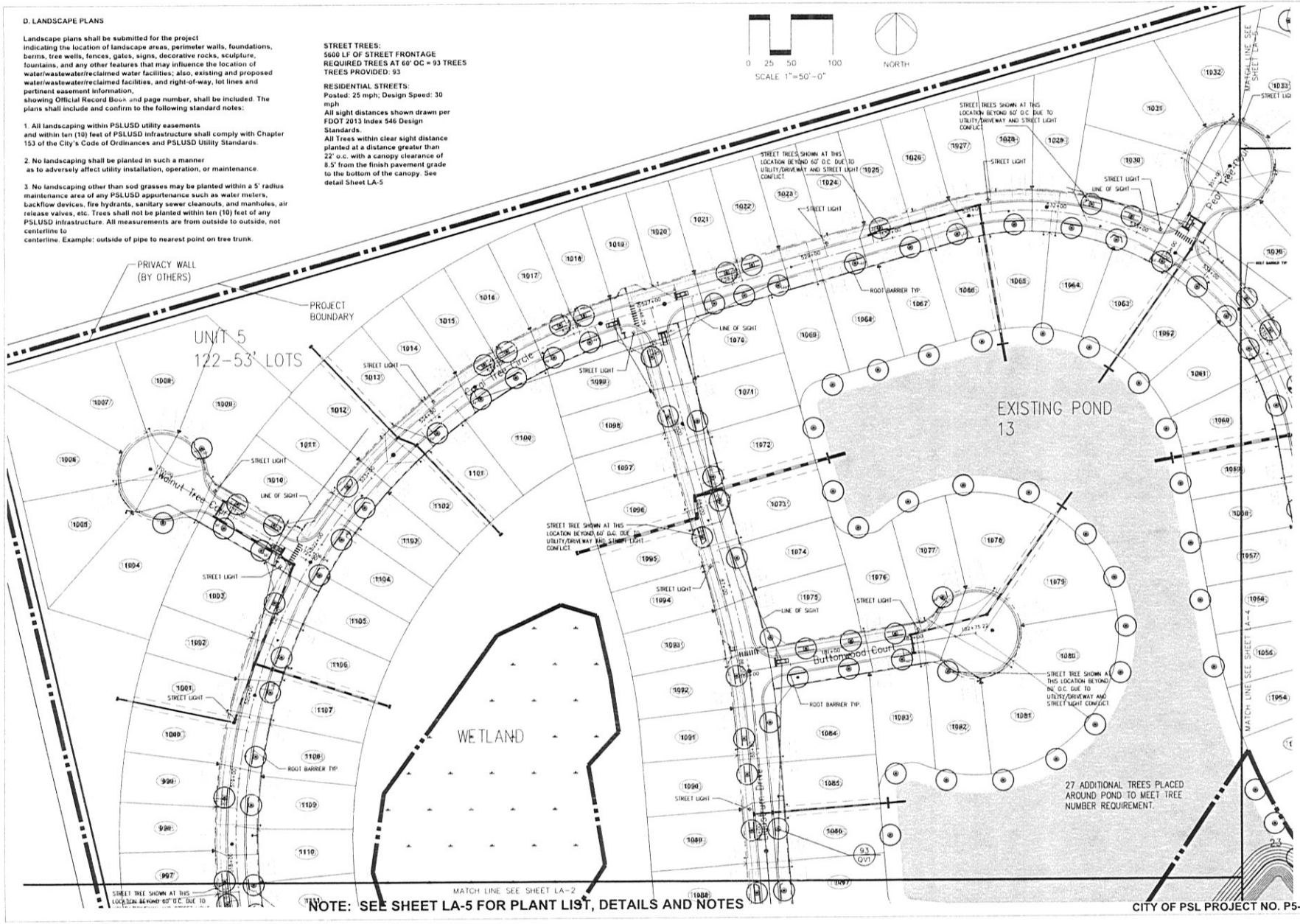
Street Tree Plan

MELISSA A. JOYNES
8411 Picasso Place
Orlando FL 32827
(407) 816-7074

LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN

LA-2

SHEET



Issue Date: JUNE 22, 2015
Revised per city comments 7/29/15
Revised per city comments 9/16/15
Revised per city comments 10/21/15

JOB TITLE

VITALA @ TRADITIONS, PHASE 4 UNITS 2-5

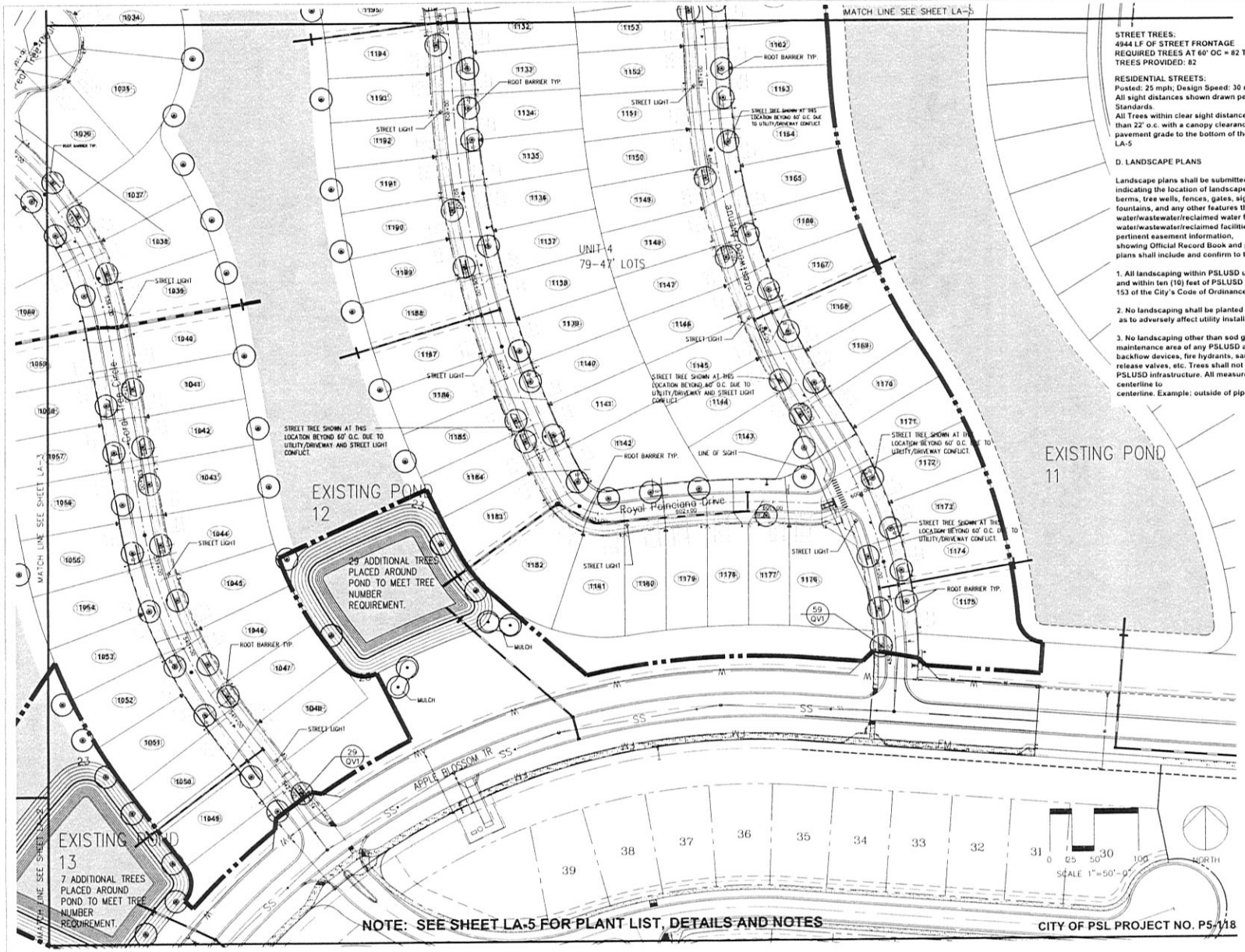
Street Tree Plan

City of Port St. Lucie, Florida

MELISSA A. JOYNES
8411 Pusateri Place
Orlando FL 32827
(407) 816-7674
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN

LA-3

SHEET



STREET TREES:
4944 LF OF STREET FRONTAGE
REQUIRED TREES AT 60' OC = 82 TREES
TREES PROVIDED: 82

RESIDENTIAL STREETS:
Posted: 25 mph; Design Speed: 30 mph
All sight distances shown drawn per FDOT 2013 Index 546 Design Standards.
All Trees within clear sight distance planted at a distance greater than 22' o.c. with a canopy clearance of 8.5' from the finish pavement grade to the bottom of the canopy. See detail Sheet LA-5

D. LANDSCAPE PLANS

Landscape plans shall be submitted for the project indicating the location of landscape areas, perimeter walls, foundations, berms, tree wells, fences, gates, signs, decorative rocks, sculpture, fountains, and any other features that may influence the location of water/wastewater/reclaimed water facilities; also, existing and proposed water/wastewater/reclaimed facilities, and right-of-way, lot lines and pertinent easement information, showing Official Record Book and page number, shall be included. The plans shall include and confirm to the following standard notes:

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Issue Date: JUNE 22, 2015
Revised per city comments 7/29/15
Revised per city comments 9/16/15
Revised per city comments 10/21/15

JOB TITLE

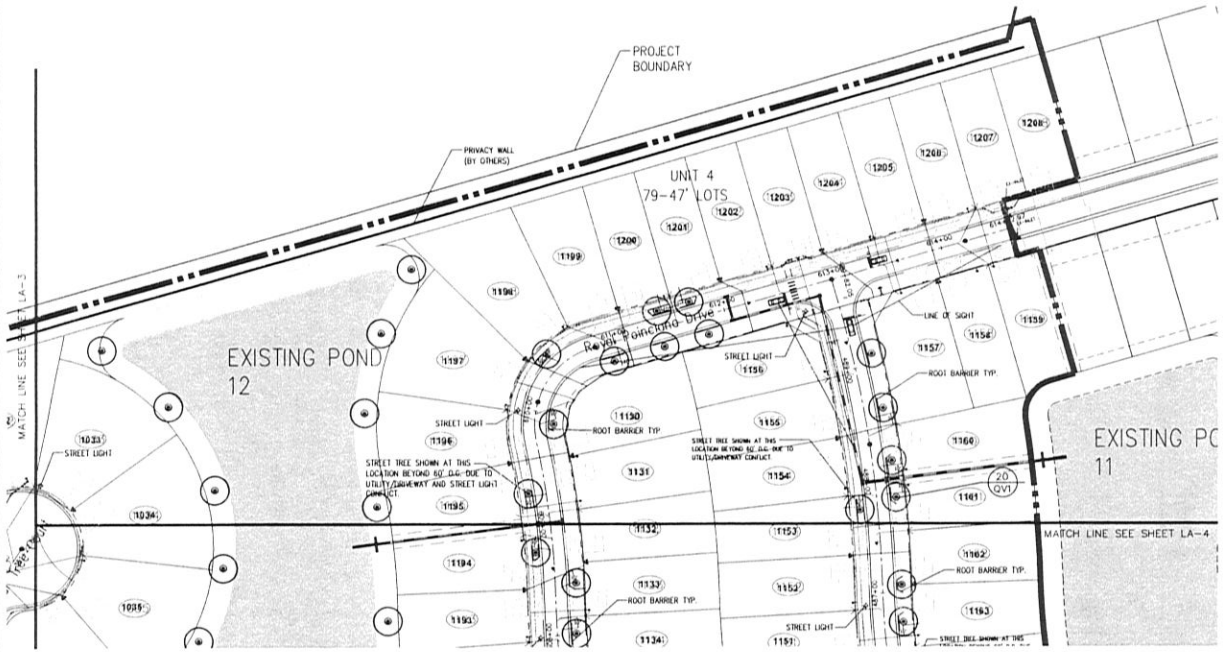
VITALA @ TRADITIONS, PHASE 4 UNITS 2-5

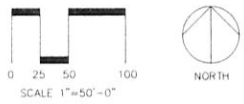
Street Tree Plan
City of Port St. Lucie, Florida

MELISSA A. JOYNES
8411 Pocasset Place
Orlando, FL 32827
(407) 816-7074
LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN

LA-4

SHEET

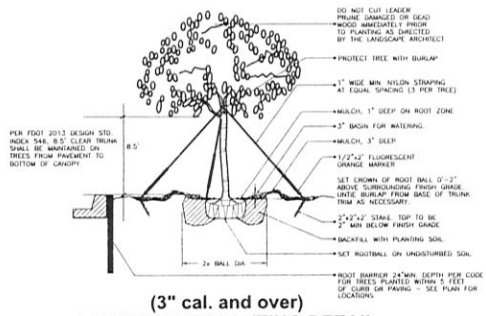




Plant List

SHEET	QTY	SYMBOL	BOTANICAL NAME	COMMON NAME	SIZE
LA-2	82	QV1	QUERCUS VIRGINIANA	LIVE OAK	3"-3 1/2"CAL., 10'-12'HTx6'-8'W
LA-3	112	QV1	QUERCUS VIRGINIANA	LIVE OAK	3"-3 1/2"CAL., 10'-12'HTx6'-8'W
LA-4	93	QV1	QUERCUS VIRGINIANA	LIVE OAK	3"-3 1/2"CAL., 10'-12'HTx6'-8'W
LA-5	88	QV1	QUERCUS VIRGINIANA	LIVE OAK	3"-3 1/2"CAL., 10'-12'HTx6'-8'W
LA-6	20	QV1	QUERCUS VIRGINIANA	LIVE OAK	3"-3 1/2"CAL., 10'-12'HTx6'-8'W
TOTAL	395				

TREE ROOT BARRIER
11,400LF ROOT BARRIER (CAL. 224 LOCATIONS X 20LF = 4480LF PLUS 173 LOCATIONS X 40LF = 6920LF)
NDS ROOT BARRIER SHEET MATERIAL SM-3620 (36"HEIGHT/DEPTH X 20' LENGTH)
AVAILABLE FROM NDS INC. @ WWW.NDSPRO.COM OR APPROVED EQUAL



(3" cal. and over)
LARGE TREE PLANTING DETAIL
NTA

STREET TREES:
1554 LF OF STREET FRONTAGE
REQUIRED TREES AT 60' OC = 26 TREES
TREES PROVIDED: 20 ON THIS SHEET
6 TREES PLACED AT THE EDGE OF EXISTING POND 12, SEE SHEET LA-4

RESIDENTIAL STREETS:
Posted: 25 mph; Design Speed: 30 mph
All sight distances shown drawn per FDOT 2013 Index 546 Design Standards.
All Trees within clear sight distance planted at a distance greater than 22' o.c. with a canopy clearance of 8.5' from the finish pavement grade to the bottom of the canopy. See detail Sheet LA-5

D. LANDSCAPE PLANS

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NOTE:
TREES SHALL BE MAINTAINED WITH LIMBS A MINIMUM OF 6' OFF THE GROUND TO ENSURE CLEAR LINES OF SIGHT.

TREES ARE SPACED AN AVERAGE OF 50' O.C. FIELD ADJUSTMENTS MAY BE REQUIRED BY CONTRACTOR TO AVOID UNDERGROUND UTILITIES AND DRIVEWAY APRONS.

ALL TREES TO BE TRUCK WATERED FOR ESTABLISHMENT AND/OR UNTIL LOT IRRIGATION IS INSTALLED.

ALL TREE PLANTINGS SHALL INCLUDE ROOT BARRIERS AS OUTLINED IN THE LANDSCAPE CODE SECTION 153.04 (D) (7) (K).

CITY OF PSL PROJECT NO. P5-118

Issue Date: JUNE 22, 2015
Revised per city comments 7/29/15
Revised per city comments 9/15/15
Revised per city comments 10/21/15

JOB TITLE

VITALA @ TRADITIONS, PHASE 4 UNITS 2-5
City of Port St. Lucie, Florida

Street Tree Plan

MELISSA A. JOYNES
8411 Picasso Place
Orlando, FL 32827
(407) 816-7174

LANDSCAPE ARCHITECTURE
IRRIGATION DESIGN

LA-5

SHEET

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11C
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam E. Booker, City Attorney

FROM: Azlina Goldstein Siegel, Assistant City Attorney

Agenda Item: Resolution: Authorization to Execute a Local Agency Program Supplemental Agreement with the State of Florida Department of Transportation Concerning State & Federal Funding Assistance for the Crosstown Parkway Extension Project

Submittal Date: 2/1/2016 16-R07

STRATEGIC PLAN LINK: Goal 4 – Improved Mobility within Port St. Lucie

BACKGROUND: Pursuant to the request of the City Manager's Office and the Public Works Department, I have reviewed the proposed Local Agency Program Supplemental Agreement (the "Supplement") between the State of Florida Department of Transportation ("FDOT") and the City of Port St. Lucie. To refresh your recollection, the City, via Resolution 14-R74 authorized the execution of a Local Agency Program Agreement (the "LAP Agreement") with FDOT so that the City would be able to receive federal and state funding assistance for the construction of the City's Crosstown Parkway Extension Project – River Crossing over the North Fork of the St. Lucie River (the "Project"). At the time the original LAP Agreement was executed, the total cost for the construction of the Project was estimated to be $101,854,323.00. However, as you are aware, the Design/Build Team (Archer Western and RS&H) that was recently awarded the contract to complete the design and accomplish the Project's construction submitted a bid in the amount of $86,995,000.00, which is less than the amount originally anticipated. Accordingly, the Supplement will serve to reflect and correspond with the reduced total cost of $86,995,000.00 for the construction of the Project.

ANALYSIS: The construction of the Project will still be funded using local, state and federal resources. As an aside, there is approximately $600,000.00 allocated in the City's programmed construction budget that would be for the reimbursement of any costs associated with the relocation of FP&L's facilities. However, the relocation of FP&L facilities is not an eligible cost for which federal or state funds may be used, and the reimbursement for said relocation may not be necessary.

Under the Supplement, the amount of federal financial assistance for the construction of the Project remains unchanged at $45,462,845.00. The total amount of state funds has been reduced from $28,380,236.00 to $22,694,133.00. Funding from the Transportation Regional Incentive Program (TRIP) remains unchanged at $13,729,601.00, however the amount of funds the City will be receiving from the County Incentive Grant Program (CIGP) is being reduced from $14,650,635.00 to $8,964,532.00. With respect to the City's contribution of local funds for the Project's construction under this Supplement, said amount is reduced from $28,011,242.00 to $18,838,022.00. Below is a table summarizing the funding changes.

SUPPLEMENT AGREEMENT	**ORIGINAL AGREEMENT**
$45,462,845.00 Federal	$45,462,845.00 Federal
$22,694,133.00 State	$28,380,236.00 State
$68,156,978.00 Total State/Federal Funds	**$73,843,081.00 Total State/Federal Funds**
PLUS LOCAL FUNDS	***PLUS LOCAL FUNDS***
$18,838,022.00 City	$28,011,242.00 City
$86,995,000.00 Design/Build Contract	**$101,854,323.00 Initial Est. Construction Cost**

FINANCIAL INFORMATION: The City's contribution of local funds for the construction of the Project is being reduced by $9,173,220.00. However, since all of the other terms, provisions and obligations under the original LAP Agreement remain unchanged, valid and in full force and effect, the City will be responsible for all expenses in excess of the total cost of the Project, if any, including any deficits involved.

LEGAL INFORMATION: I have prepared the required resolution authorizing the execution of the Supplement for City Council's review and approval. In addition, said resolution shall serve to authorize the City manager and City Engineer, and their designees, to take all actions necessary to implement the terms and conditions of the LAP Agreement and Supplement to accomplish the purposes set forth therein.

STAFF RECOMMENDATION: Approval of the Supplement is recommended by the City's Crosstown Parkway Extension Project Team.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: If requested, a brief presentation will be made by the Project Manager or Legal Department.

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: The Proposed Crosstown Parkway Extension Project

ATTACHMENTS: Authorizing Resolution with the Supplement as Exhibit "A" to the Resolution

cc: Patricia Roebling, P.E., Asst. City Manager/City Engineer
Edwin M. Fry, Jr., Finance Director/City Treasurer
James Angstadt, P.E., Public Works Director
Frank Knott, Project Manager – Public Works Department

RECEIVED
FEB 01 2016
CITY MANAGER'S OFFICE

RESOLUTION 16-R07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONCERNING FDOT'S PARTICIPATION IN PROVIDING FEDERAL AND STATE FUNDING FOR THE CONSTRUCTION OF THE CITY'S CROSSTOWN PARKWAY EXTENSION PROJECT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie has requested the participation and funding assistance from the State of Florida Department of Transportation ("FDOT") for the construction of a roadway project for the widening, extension of and bridge crossing for Crosstown Parkway over the North Fork of the St. Lucie River from Manth Lane to U.S. Highway 1 (hereinafter referred to as the "Project"); and

WHEREAS, the total cost for the construction of the Project was originally estimated to be $101,854,323.00, and the majority of the financing of the Project will be through the use of Federal and State funds totaling $73.843,081.00, which are being made available to the City as reimbursement for the costs incurred for the Project's construction; and

WHEREAS, on or about April 28, 2014, the City Council duly passed and approved Resolution 14-R74, which served to authorize the City Manager, City Engineer, and their designees to execute a Local Agency Program Agreement ("LAP Agreement"), and to take all actions necessary to implement the terms and conditions of the LAP Agreement; and

WHEREAS, the LAP Agreement, which served to formalize the terms and conditions under which the Federal and State funding assistance was to be provided to the City, was fully executed by the parties on or about May 29, 2014; and

WHEREAS, the Design/Build Team that was recently awarded the contract to complete the design and accomplish the construction of the Project submitted a bid in the amount of $86,995,000.00; and

WHEREAS, the decrease in the total construction cost of the Project has resulted in FDOT'S request that the City execute a Local Agency Program Supplemental Agreement (the "Supplement") to reflect and correspond with the reduced total cost of $86,995,000.00 for the construction of the Project; and

WHEREAS, the Supplement and the Adjusted Exhibit B Schedule of Funding attached thereto, shall serve to formalize the decrease in Total Project Cost and sets forth the reduced amount that the City is required to contribute to the Project's construction, which shall be $18,838,022.00 (reduced from $28,011,242.00); and

WHEREAS, except as modified and amended by the Supplement, the original LAP Agreement remains in full force and effect in accordance with its terms and conditions.

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

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

2. The City Manager, or his designee, are hereby authorized to enter into, execute and deliver to FDOT the Supplement, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and such other documents necessary to implement the terms of said Supplement and the LAP Agreement.

3. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the LAP Agreement and the Supplement, and accomplish the purposes set forth therein.

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

RESOLUTION 16-R07

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 8TH day of February, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Pam E. Booker, City Attorney

EXHIBIT

"A"

(to Authorizing Resolution)

SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM** **SUPPLEMENTAL** **AGREEMENT**	FPN 410844-5-58-01 CONTRACT NO. ARE-70

The City of Port St. Lucie and The Florida Department of Transportation desires to supplement the original Agreement entered into and executed on May 29, 2014 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name Crosstown Parkway Length 2.651 Miles

Termini From Manth Lane to SR-5/US-1

Description of Work:
Construction of Crosstown Parkway from Manth Lane to SR-5/US-1

Reason for Supplement and supporting engineering and/or cost analysis:
The Supplemental Agreement decreases Construction Phase 58 by $14,859,323.00. This reduction is due to the fact that the bid for the project is less than the amount originally anticipated. As a result, the total project funds is in the amount of $86,995,000.00. Refer to Adjusted Exhibit "B" attached hereto and made apart hereof which replaces Exhibit "B" attached to the original Agreement.

ADJUSTED EXHIBIT B SCHEDULE OF FUNDING

SUPPLEMENTAL NO. ONE	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT**	FPN 410844-5-58-01
DUNS NO. 80-939-7102		CONTRACT NO. ARE-70

TYPE OF WORK By Fiscal Year	FUNDING				
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL AGENCY FUNDS	(5) TOTAL STATE & FEDERAL FUNDS
Planning					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Planning Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Project Development & Environment (PD&E)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total PD&E Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Design					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Design Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Right-of-Way					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total Right-of-Way Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Construction					
FY: 2013-2014	$45,462,845.00	$0.00	$45,462,845.00		$45,462,845.00
FY: 2013-2014	$13,729,601.00	$0.00	$13,729,601.00		$13,729,601.00
FY: 2013-2014	$14,650,635.00	($5,686,103.00)	$8,964,532.00		$8,964,532.00
FY: 2013-2014	$28,011,242.00	($9,173,220.00)	$18,838,022.00	$18,838,022.00	
FY:					
FY:					
Total Construction Cost	$101,854,323.00	($14,859,323.00)	$86,995,000.00	$18,838,022.00	$68,156,978.00
Construction Engineering and Inspection (CEI)					
FY:					
FY:					
FY:					
FY:					
FY:					
FY:					
Total CEI Cost	$0.00	$0.00	$0.00	$0.00	$0.00
Total Construction & CEI Costs	$101,854,323.00	($14,859,323.00)	$86,995,000.00	$18,838,022.00	$68,156,978.00
TOTAL COST OF THE PROJECT	**$101,854,323.00**	**($14,859,323.00)**	**$86,995,000.00**	**$18,838,022.00**	**$68,156,978.00**

SUPPLEMENTAL NO. ONE DUNS NO. 80-939-7102	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION **LOCAL AGENCY PROGRAM** **SUPPLEMENTAL** **AGREEMENT**	FPN 410844-5-58-01 CONTRACT NO. ARE-70

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

AGENCY City of Port St. Lucie

By:_____
Name:
Title:

Attest:_____
Name:
Title:

Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:_____
Name: Stacy L. Miller, P.E.
Title: Director of Transportation Development

Attest:_____
Name:
Title:

Date:_____

Legal Review:

_____

_____

See attached Encumbrance Form for date of funding approval by Comptroller.

FDOT LAP
Supplemental Agreement

crosstown

Value Engineering *how we got here*

Briefly Describe Project/Process and Significant Value Engineering Changes (125 word limit):
The purpose of this project is to alleviate substantial traffic capacity deficiencies in the City of Port St. Lucie (City). Specifically, the project would provide relief to the two existing crossings of the North Fork Saint Lucie River (NFSLR) at Port Saint Lucie Boulevard and Prima Vista Boulevard.
The $155 million Crosstown Parkway project includes a 6-lane divided roadway with parkway type features, twin 66-foot-wide structures 4,026 feet in length, major drainage elements and a shared-use pathway on both sides of the parkway. Engineers and other specialists from the FDOT, the City and HDR Engineering teamed to develop alternative solutions that resulted in a cost avoidance of $32.8 million (over 21% of the original cost) while improving the projects performance by 13%.

National Value Engineering Award

Most
Value Added
Proposal

Pre-Construction
Engineering
$100 million or
Greater

Florida Department of Transportation

and The City of Port St. Lucie

Crosstown Parkway Bridge Port Saint Lucie

For Demonstrating Outstanding Value Engineering Achievements
in Cost & Schedule Savings, Innovation, Enhanced Performance, and Constructability
that resulted in an Overall Improved Project

Presented by the AASHTO Value Engineering Technical Committee
July 9, 2013

Prudential
presents the

XXV
1989 - 2013
DAVIS PRODUCTIVITY AWARDS

Florida TaxWatch

Congratulations! You have been recognized as an award winner in the Florida TaxWatch 2013 Prudential - Davis Productivity Awards program competition. You were nominated for your innovative and cost saving initiative.

This year's competition attracted 468 nominations for innovation and productivity improvements worth $514 million in cost savings, cost avoidances, and increased revenue for state government. Since 1989, award winners have produced more than $8.1 billion worth of added value for taxpayers and businesses.

LAP Agreement *based on results of the VE*

The LAP Agreement presented and approved by City Council on April 28, 2014 by Resolution 14-R74 represented funds for the estimated construction cost of $101,854,323.

$45,462,845 Federal
$28,380,236 State
$28,011,242 Local

$101,854,323 Estimated Construction Cost

crosstown

LAP Supplemental Agreement *based on awarded bid*

Federal money remains unchanged at $45,462,845.
TRIP Grant remains intact at $13,729,601 while the CGIP Grant is reduced from $14,650,635 to $8,964,532 for a total of $22,694,133 in state funds.

$45,462,845 Federal
$22,694,133 State
$18,838,022 Local

$86,995,000 Awarded Contract

crosstown

LAP Supplemental Agreement *comparison to original*

This results in a decrease of federal and state funds from $73,843,081 to $68,156,978,

and a decrease of local funds from $28,011,242 to $18,838,022.

Supplemental Agreement
$45,462,845 Federal
$22,694,133 State
$68,156,978 Total State/Fed Funds

Plus
$18,838,022 Local
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Original Agreement
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$73,843,081 Total State/Fed Funds

Plus
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$101,854,323 Estimated Construction Cost

COUNCIL ITEM 11C
DATE 2/8/16

ADDITIONAL BACK UP MATERIAL

ITEM 11 C

RESOLUTION 16-R07

AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM SUPPLEMENTAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONCERNING FDOT'S PARTICIPATION IN PROVIDING FEDERAL AND STATE FUNDING FOR THE CONSTRUCTION OF THE CITY'S CROSSTOWN PARKWAY EXTENSION PROJECT

FDOT LAP
Supplemental Agreement

crosstown

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crosstown

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crosstown

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Supplemental Agreement
$45,462,845 Federal
$22,694,133 State
$68,156,978 Total State/Fed Funds

Plus
$18,838,022 Local
$86,995,000 Awarded Contract

Original Agreement
$45,462,845 Federal
$28,380,236 State
$73,843,081 Total State/Fed Funds

Plus
$28,011,242 Local
$101,854,323 Estimated Construction Cost

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11D
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Resolution: Appointment of Assistant City Attorney

Submittal Date: 1/29/2016 16-R08

STRATEGIC PLAN LINK: This item is consistent with the Principal A – Providing exceptional Municipal services

BACKGROUND: Attached you will find the Resolutions I have prepared for Council consideration. The resolution appoints Christopher J. DeLorenzo, Assistant City Attorney. Section 9.04 of the City Charter provides that the City Council shall appoint a City Attorney and such Assistant City Attorney as it deems necessary who shall serve at the pleasure of the City Council. The resolution also recognizes there shall be an employment agreement substantially in the attached form as may be authorized and approved by the City Manager.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by Pam E. Booker, City Attorney on 01/29/2016.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Resolution to appoint Christopher J. Delorenzo as Assistant City Attorney.

RECEIVED

FEB 01 2016

CITY MANAGER'S OFFICE

COUNCIL ITEM 11D
DATE 2/8/16

RESOLUTION 16-R08

A RESOLUTION APPOINTING CHRISTOPHER J. DELORENZO AS ASSISTANT CITY ATTORNEY; PURSUANT TO THE CITY CHARTER § 9.04, PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. That the City Council of the City of Port St. Lucie, Florida, hereby appoints Christopher J. DeLorenzo as Assistant City Attorney to serve at the pleasure of the City Council. Said appointment is subject to an employment agreement substantially in the form attached hereto as may be authorized and approved by the City Attorney.

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 8th day of February, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Greg Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Pam E. Booker, City Attorney

EMPLOYMENT AGREEMENT

THIS AGREEMENT effective the 14th day of January, 2016, by and between the CITY OF PORT ST. LUCIE, hereinafter referred to as CITY, acting through Pam Booker, City Attorney, hereinafter referred to as CA, and Christopher DeLorenzo, hereinafter referred to as EMPLOYEE, governs the terms and conditions of EMPLOYEE'S employment.

WHEREAS, CITY desires to retain the services of legal practitioner; and

WHEREAS, CITY agrees to employ EMPLOYEE and EMPLOYEE agrees to accept employment with CITY in the position of Assistant City Attorney; and

WHEREAS, it is the desire of CA to establish terms and conditions of employment, and to codify working conditions of EMPLOYEE; and

NOW THEREFORE, in consideration of the mutual covenants herein contained, CITY and EMPLOYEE agree as follows:

I. DUTIES. A job description for the position delineating specific job duties is attached hereto as Exhibit A and incorporated herein by this reference.

II. DURATION OF AGREEMENT.

A. EMPLOYEE shall serve at the pleasure of CA and shall be an at-will contractual employee of the CITY. EMPLOYEE waives any rights to a pre- or post-disciplinary hearing in the event of

discipline, including termination.

B. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CA to terminate the employment of EMPLOYEE at any time, subject only to the provisions set forth in Section XI.

C. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of CA to cancel this Agreement, subject only to the provisions set forth in Section III (B) or (C).

D. Nothing in this Agreement shall prevent, limit, or otherwise interfere with the right of EMPLOYEE to resign at any time, subject only to the provisions set forth in Section III (A).

E. The duration of this Agreement shall be for a period of two (2) years, commencing the 14th day of January, 2016, until the 14th day of January, 2018.

F. Extension of Agreement. In the event either party to this Agreement does not give written notice to the other party at least ninety (90) days prior to the expiration date, this Agreement shall be extended for two (2) years on the same terms and conditions as set forth in this Agreement. Said Agreement shall continue thereafter for two-year periods, unless either party provides written notice to the other party at least ninety (90) days prior to the expiration date of the current period of the Agreement. In the event either party provides written notice at least ninety (90) days prior to the expiration date of the initial term or renewal, the Agreement will expire and EMPLOYEE shall only

be compensated for eligible accrued benefits to date, based on the limitations and conditions detailed herein.

III. CANCELLATION OF AGREEMENT.

The parties agree that this Agreement may be canceled in one of the following ways:

A. EMPLOYEE may cancel this Agreement by providing at least 60-days written notice to CA of EMPLOYEE'S voluntary resignation, unless the parties agree otherwise. A timely notice constitutes a "good standing" separation. EMPLOYEE acknowledges and understands that, in the event of voluntary resignation, EMPLOYEE is not entitled to any severance pay.

B. CA may cancel this agreement in the event EMPLOYEE abandons the position. A position is considered abandoned after unauthorized absences from work for a consecutive period of three (3) days occur. EMPLOYEE is not entitled to severance in the event of cancellation due to abandonment.

C. If EMPLOYEE is convicted of a misdemeanor involving moral turpitude or a felony violation of Florida or federal criminal law, such charges arising from events and prosecution occurring during the term of this Agreement, CA shall have the option of canceling this Agreement without being obligated to pay any severance pay.

IV. TERMINATION OF EMPLOYMENT. CA may, with or without cause, terminate the employment of the EMPLOYEE at any time. If the EMPLOYEE is terminated before the expiration of the Agreement as

set forth in Section II (E), and in the event the EMPLOYEE was continuously employed for a minimum of six (6) months in the position. EMPLOYEE shall be entitled to severance pay as set forth in Section XI. EMPLOYEE shall also be compensated for all eligible accrued benefits to date, based on the limitations and conditions detailed herein.

V. PERFORMANCE CRITERIA AND EVALUATIONS.

A. At least annually, CA shall meet with EMPLOYEE to establish performance standards, departmental goals and criteria for a performance evaluation. Shortly before each annual anniversary date of this Agreement, CA (or her designee) shall, in accordance with criteria previously established, review and evaluate the performance of EMPLOYEE.

B. CA (or her designee) shall provide EMPLOYEE with a written performance evaluation and provide an opportunity for EMPLOYEE to discuss the contents thereof with CA (or her designee) for the purpose of advancing the overall effectiveness of EMPLOYEE in his position.

VI. HEALTH, DISABILITY, AND LIFE INSURANCE.

A. CITY agrees to provide disability, accidental death and dismemberment, and life insurance for EMPLOYEE and to pay the premiums thereon equal to that which is provided to all other CITY employees.

B. The CITY agrees to provide comprehensive health and hospitalization insurance coverage, which includes

medical, dental, and vision insurance for EMPLOYEE and EMPLOYEE'S dependents (if eligible), provided EMPLOYEE pays the required contribution(s). Contributions, co-payments, and other fees shall reflect the rate(s) applicable to CITY employees.

VII. SECONDARY EMPLOYMENT. EMPLOYEE agrees not to accept any other full-time employment. However, the CITY agrees that EMPLOYEE shall be allowed to accept part-time employment and to accept normal compensation for such endeavors, provided such part-time employment shall be scheduled so as to not interfere with the normal operations of the CITY and shall require the prior written approval of CA.

VIII. SICK, ANNUAL, COMPENSATORY, PERSONAL, BEREAVEMENT AND MILITARY LEAVES, AND OTHER AUTHORIZED ABSENCES.

SICK TIME. EMPLOYEE shall be granted ninety-six (96) hours sick time upon EMPLOYEE'S hire date and an additional ninety-six (96) hours sick time each year upon subsequent anniversary dates. Said sick time may only be used in accordance with the provisions outlined in the City's Personnel Rules and Regulations. In the event EMPLOYEE separates from service pursuant to Section III (B), (C) or Section IV, EMPLOYEE shall not be compensated for unused sick time. However, the aforementioned prohibition of unused sick time compensation does not include being separated as part of a "Reduction in Force" (RIF).

If EMPLOYEE leaves City employment pursuant to Section

III (A), as part of a RIF, or upon expiration of the Agreement, said separation shall constitute good standing and compensation for unused sick time will be granted in accordance with the following:

Years Employed	**Payment Percentage**
5 - 9	50%
10 - 14	60%
15 - 19	75%
20 +	100%

Payments are limited to a maximum of one thousand forty (1,040) hours.

ANNUAL LEAVE. EMPLOYEE shall accrue annual leave on a bi-weekly basis as of their date of hire as follows:

Years Employed	**Days Accrued Per Year**
0-3	10
4-9	15
10-19	20
20 +	25

Annual leave may only be accrued to a maximum of two-hundred forty (240) regular hours. If EMPLOYEE leaves CITY employment after more than six (6) months of continuous employment, he shall receive payment for any accrued annual leave as of the date of separation.

COMPENSATORY TIME. EMPLOYEE shall be granted Forty (40) hours of compensatory time upon employment and upon each anniversary date. Said compensatory time may be used in addition to other approved leaves. No more than (40) hours per year may be utilized within any twelve-month period, namely the period commencing on

January 14, 2016 and ending on January 14, 2017. Upon separation from employment with CITY for any reason, including but not limited to retirement, termination or cancellation of the Agreement, EMPLOYEE is not entitled to and will not receive payment for any unused compensatory time balance.

PERSONAL DAYS. EMPLOYEE shall be granted three (3) paid personal leave days upon employment and upon each anniversary date. Paid personal leave days may not be accrued from year-to-year. Personal days are not compensated upon separation from City employment.

BEREAVEMENT, MILITARY AND OTHER AUTHORIZED LEAVES/ABSENCES may be granted, pursuant to the City's Personnel Rules and Regulations, and in accordance with applicable law.

HIRE DATE/ANNIVERSARY DATE. Employee's original hire date, January 14, 2016, shall be deemed the "Hire Date" or "Anniversary Date" as those terms are used herein.

IX. RETIREMENT. The CITY agrees to pay an amount equal to ten and one-half (10.5%) percent of EMPLOYEE'S base pay into the ICMA Retirement Corporation 401(A) or 457 Account. Said contributions to coincide with EMPLOYEE'S bi-weekly salary payments as provided to all other managerial CITY employees.

X. SALARY/ALLOWANCES/COMPENSATORY LEAVE.

A. Starting salary shall be ONE HUNDRED AND TEN THOUSAND DOLLARS AND 18 CENTS ($ 110,000.18) per annum, payable in bi-weekly installments. EMPLOYEE shall be eligible for, and/or

subjected to, any budgeted salary adjustments, based upon annual performance reviews or for other legitimate reasons.

B. EMPLOYEE acknowledges that, pursuant to the Fair Labor Standards Act (FLSA), EMPLOYEE qualifies for the **PROFESSIONAL** employee exemption. As an exempt employee, EMPLOYEE is paid a weekly salary, not subject to minimum wage or overtime provisions of the FLSA. As such, EMPLOYEE shall do all things necessary and required to be available to CITY during the term of this Agreement.

C. AUTOMOBILE EXPENSES. EMPLOYEE will receive mileage reimbursement for use of EMPLOYEE's personal vehicle for local and out-of-area business travel at the CITY rate, which shall annually coincide with the Internal Revenue Service's standard mileage rate.

D. COMMUNICATION EXPENSES. CITY hereby agrees to provide EMPLOYEE a cellular telephone or similar device for use in the normal conduct of business, in accordance with City policy.

XI. SEVERANCE PAY. CITY shall grant EMPLOYEE three (3) months' severance pay (equal to thirteen [13] regular weeks' pay) upon termination pursuant to Section IV. After Two years in the position of Assistant City Attorney, CITY shall grant EMPLOYEE twenty (20) weeks' severance pay upon termination pursuant to Section IV.

XII. GENERAL EXPENSES. CITY recognizes that certain expenses of a non-personal and job-affiliated nature may be incurred by

EMPLOYEE, and hereby agrees to reimburse or to pay said general expenses, subject to prior approval of the City Manager and in accordance with City policy. The Finance Director is hereby authorized to disburse such monies upon receipt of duly executed expense or petty cash vouchers, receipts, statements, or personal affidavits.

XIII. CIVIC CLUB MEMBERSHIPS. CITY recognizes the desirability of representation in and before local civic and other organizations. EMPLOYEE shall present to the City Manager for his review and approval a listing of civic organizations for which, if approved, the CITY shall pay all expenses on EMPLOYEE's behalf.

XIV. EMPLOYEE HANDBOOK. Terms and conditions of EMPLOYEE'S employment not specifically set forth in this Agreement shall be governed by the City's Personnel Rules and Regulations for non-bargaining unit employees, provided said provisions are not inconsistent with or in conflict with the provisions of this Agreement, CITY Code of Ordinances and/or any law.

XV. POST EMPLOYMENT RESTRICTIONS. EMPLOYEE shall not personally represent another person or entity for compensation before the CITY COUNCIL or any CITY board or commission for a period of TWO (2) years following EMPLOYEE'S separation of employment. However, this post employment restriction shall not apply to EMPLOYEE'S representation of a group for collective bargaining purposes of any not- for-profit entity serving the needs to the community as may be determined by the CITY COUNCIL.

This section shall survive the termination of employee or cancellation of this AGREEMENT.

XVI. MODIFICATIONS. No change or modification of this Agreement shall be valid unless it is reduced to writing and signed by both parties.

XV. GOVERNING LAW. This Agreement shall be construed and governed by the laws of the State of Florida, and venue for any proceedings brought hereon shall be in St. Lucie County, Florida.

XVII. SEVERABILITY OF PROVISIONS. If any clause or provision of this Agreement shall be determined to be illegal or to be void as against public policy, the remainder of this Agreement shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereunto have set their hands to this instrument this 14TH day of January 2016.

Christopher DeLorenzo, EMPLOYEE

Pam Booker, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11E
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
James E. Angstadt, P.E., Public Works Director

FROM: Edith Majewski, Project Coordinator

Agenda Item: Resolution: LAP Agreement for Del Rio Boulevard Sidewalk

Submittal Date: 1/29/2015

STRATEGIC PLAN LINK: Major Projects 2014 - 2015 "Del Rio Boulevard Sidewalk"

BACKGROUND: The City has requested funding from Florida Department of Transportation (FDOT) for the construction of a sidewalk along Del Rio Boulevard. The total cost for the project is estimated to be $1,105,584.00. The funding assistance in the amount of $956,404.00 will be for construction and CEI Services and the City will contribute $149,180.00 to the project.

ANALYSIS: The Resolution authorizes the City Manager to enter into the FDOT LAP Agreement and that the City Staff take actions necessary to implement the terms and conditions of the Agreement.

FINANCIAL INFORMATION: $1,105,584.00 is budgeted in the Road & Bridge CIP Fund #304.

LEGAL INFORMATION: Reviewed by Azlina Goldstein-Siegel January 29, 2016 and approved as to form.

STAFF RECOMMENDATION: Approval of LAP Agreement in the amount of $956,404.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: The east/north side of Del Rio Boulevard from Port St. Lucie Boulevard west to the western most California Boulevard.

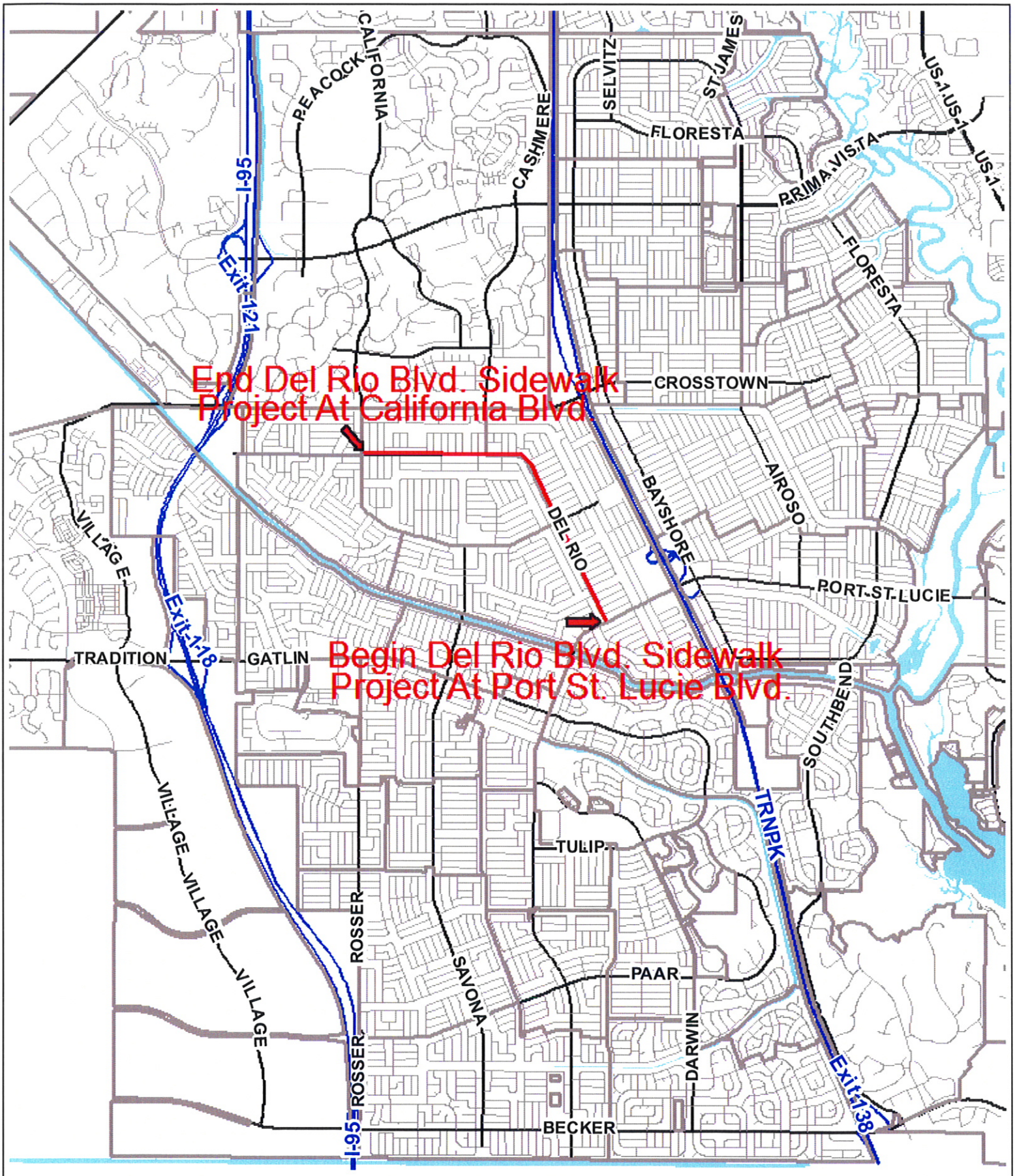
ATTACHMENTS: Staff memo, Resolution, LAP Agreement, and Location Map.

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

RECEIVED

FEB 0 2 2016

CITY MANAGER'S OFFICE



Del Rio Boulevard

Sidewalk Project

Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/29/2016

Scale:

0 0.425 0.85 1.7

mi

MEMORANDUM

TO: JAMES E. ANGSTADT, P.E., PUBLIC WORKS DIRECTOR

FROM: AZLINA GOLDSTEIN SIEGEL, ASSISTANT CITY ATTORNEY

DATE: JANUARY 29, 2016

SUBJECT: RESOLUTION 16-R_____
AUTHORIZING THE EXECUTION OF A LOCAL AGENCY PROGRAM AGREEMENT WITH FDOT CONCERNING THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS WITHIN AND ALONG DEL RIO BOULEVARD FROM SW PORT ST. LUCIE BOULEVARD TO SW CALIFORNIA BOULEVARD

Pursuant to the request of your Public Works Department, I have reviewed the proposed Local Agency Program ("LAP") Agreement between the State of Florida Department of Transportation ("FDOT") and the City of Port St. Lucie. The LAP Agreement concerns the use of Federal financial assistance in the construction of sidewalk improvements along Del Rio Boulevard from Port St. Lucie Boulevard to California Boulevard (the "Project"). The sidewalk improvements will be constructed within and along 2.785 miles of roadway. The total cost for the Project is estimated to be $1,105,584.00. According to the LAP Agreement, a majority of the Project shall be funded using federal resources for construction and CEI services. Specifically, Federal-aid participation is limited to a total sum of $956,404.00 and the City will contribute approximately $149,180.00 to the Project. In addition, under the LAP Agreement, the City will be agreeing to bear all expenses in excess of the total cost of the Project, including any deficits involved. FDOT is requiring the City to enter into said LAP Agreement that sets forth the terms and conditions upon which such financial assistance will be provided to the City for the Project. Accordingly, I have prepared the required resolution for review and approval by the City Council, which shall serve to authorize the City Manager's execution of the LAP Agreement. In addition, said resolution shall serve to authorize the City Manager and City Engineer, and their designees, to take all actions necessary to implement the terms and conditions of the LAP Agreement and to accomplish the purposes set forth therein.

In addition, as previously discussed regarding the LAP Agreements for similar sidewalk construction projects, this LAP Agreement imposes certain requirements and additional obligations that the City must comply with as it moves forward with its procurement of contracts for services needed to construct the Project. Below is a brief summary of some of the issues and obligations the departments involved in supervising and procuring services for this Project must be aware of and ensure compliance therewith.

- Section 10, entitled "Contracts of the Agency" on page 9 of 15, requires the following:
  - The City to obtain written authorization and approval from FDOT prior to the City executing a contract with any third party concerning the Project or

obligating itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto;

- If the Project involves a consultant contract for engineering, architecture or surveying services, then the City needs to ensure full compliance with the provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112; and
- The City and its consultants and contractors must comply with the applicable federal law that pertains to the use of Federal-aid funds, specifically the provisions contained in Form FHWA-1273. The City is required to include FHWA-1273, which is Exhibit "C" to the LAP Agreement, in all contracts with its consultants and contractors performing work for the Project.

- Section 12, entitled "Compliance with Conditions and Laws" on page 9 of 15 mandates that the City require its contractors and subcontractors to comply with all terms and conditions of this LAP Agreement and all federal, state, and local laws and regulations applicable to this Project.

- Section 14, entitled "Restrictions, Prohibitions, Controls, and Labor Provisions" on page 10 of 15, specifically subsection "A" requires the compliance by the City and its contractors and subcontractors with the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued hereunder, and the assurances of the City. In addition, those Title VI Assurances agreed to by the City, which are attached as Exhibit "E" to the LAP Agreement must be included in all contracts with consultants and contractors who perform work for the Project. In addition, subsection "F" requires the City to specifically insert in all of its contracts that are entered into relating to the Project or any property included or planned to be included in any Project, plus requiring the City's contractors to insert in each of their subcontracts, the following provision:

  > "No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

- Section 15, entitled "Indemnification and Insurance" on page 11 of 15, specifically subsection "A" requires the City to include the indemnification language set forth thereunder in all of its contracts with those contractors/subcontractors, or consultants/subconsultants who perform work in connection with the Project.

- Section 16, entitled "Miscellaneous Provisions," specifically subsection "G" on page 12 of 15 requires the City to submit to FDOT all plans and specifications covering the Project should the Project for which this LAP Agreement is being entered into involves the construction and/or equipping of facilities.

- Section 16, subsection "K" on page 13 of 15 states that the Engineer of Record is <u>not</u> permitted to perform Construction, Engineering and Inspection services on the Project.

- Section 16, subsection "N" on page 13 of 15 requires the City to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract. In addition, any contractor and subcontractor providing services must also utilize the E-Verify system for any new employees hired during the contract term. .

- Section 16, subsection "P" on page 13 of 15 requires that all parties involved with the Project to comply with Section 20.055(5) of the Florida Statutes, and the City shall incorporate in all subcontracts the obligation to comply with said statutory section.

- Section 16, subsection "Q" on page 13 of 15 requires the City's compliance with Section 255.0991, Florida Statutes, as it relates to procurement of services, because fifty percent (50%) or more of the cost of the Project is to be paid from state-appropriated funds.

Please process this resolution as necessary so that your Department may have this matter placed on the appropriate agenda for a future City Council Meeting so that receipt of federal funding will not be jeopardized. If you have any questions regarding this matter, please do not hesitate to contact me.

AGS/bb
Attachments: Resolution 16-R_____ with Exhibits
cc: Edith Majewski, Project Coordinator
Cheryl Shanaberger, MPA, CPPO, Director, Procurement Management Department
Pam E. Booker, City Attorney
Keri Norbraten, Staff Attorney
Patricia R. Roebling, P.E., Assistant City Manager/City Engineer

RESOLUTION 16-R09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE CITY MANAGER AND HIS STAFF TO ENTER INTO AND EXECUTE A LOCAL AGENCY PROGRAM AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) CONCERNING THE CONSTRUCTION OF SIDEWALK IMPROVEMENTS WITHIN AND ALONG DEL RIO BOULEVARD FROM PORT ST. LUCIE BOULEVARD TO CALIFORNIA BOULEVARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie has requested the funding assistance from the State of Florida Department of Transportation ("FDOT") for the construction of sidewalk improvements along Del Rio Boulevard from Port St. Lucie Boulevard to California Boulevard (hereinafter referred to as the "Project"); and

WHEREAS, the total cost of the Project is estimated to be $1,105,584.00, and the majority of the financing of the Project will be through the use of Federal funds totaling $956,404.00, which are being made available to the City as reimbursement for the costs associated with the construction and the Construction Engineering Inspection ("CEI") services for the Project; and

WHEREAS, the terms and conditions upon which the Federal funding assistance will be provided and the understandings as to the manner in which the City will undertake and complete the Project are formalized in the attached Local Agency Program ("LAP") Agreement; and

WHEREAS, the City desires to pursue the Project, which shall be completed on or before December 31, 2017, unless otherwise extended, and accept the funding assistance and enter into the LAP Agreement with FDOT.

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

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

2. The City Manager, or his designee, are hereby authorized to enter into, execute and deliver to FDOT the LAP Agreement, in substantially the same form that is attached hereto and incorporated herein as Exhibit "A," and such other documents necessary to implement the terms of said Agreement.

3. The City Manager and City Engineer, and their designees, are hereby authorized to take all actions necessary to implement the terms and conditions of the LAP Agreement, and accomplish the purposes set forth therein.

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 8TH day of February, 2016.

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

By:_____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

By:_____
Pam E. Booker, City Attorney

EXHIBIT

"A"

(to Authorizing Resolution)

FPN: 431729-1-58/68-01 Fund: TALT, TALU FLAIR Approp: _____
Federal No: 8886-294-A Org Code: 55043010404 FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

FPN: _____ Fund: _____ FLAIR Approp: _____
Federal No: _____ Org Code: _____ FLAIR Obj: _____

County No:94 Contract No: _____ Vendor No: F-596141662010
FDOT Data Universal Number System (DUNS) No: 80-939-7102 Local Agency DUNS No: 025204173
Catalog of Federal Domestic Assistance (CFDA): 20.205 Highway Planning and Construction

THIS LOCAL AGENCY PROGRAM AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, ____ between the State of Florida, Department of Transportation, an agency of the State of Florida ("Department"), and City of Port St. Lucie ("Agency").

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

1. Authority: The Agency, by Resolution No. _____ dated the _____ day of _____, 20__, a copy of which is attached as Exhibit "F" and made a part of this Agreement, has authorized its officers to execute this Agreement on its behalf. The Department has the authority pursuant to Section 339.12, Florida Statutes, to enter into this Agreement.

2. Purpose of Agreement: The purpose of this Agreement is to provide for the Department's participation in Del Rio Blvd. from Port St. Lucie Blvd. to California Blvd., as further described in Exhibit "A", Project Description and Responsibilities attached to and incorporated in this Agreement ("Project"), to provide Department financial assistance to the Agency, state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed.

3. Term of Agreement: The Agency agrees to complete the Project on or before December 31, 2017. If the Agency does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Agency and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed after the expiration date of this Agreement will not be reimbursed by the Department.

4. Project Cost:

A. The total cost of the Project is $ 1,105,584.00. This amount is based upon the schedule of funding in Exhibit "B", Schedule of Funding attached to and incorporated in this Agreement. The Agency agrees to bear all expenses in excess of the total cost of the Project and any deficits involved. The schedule of funding may be modified by mutual agreement as provided for in paragraph 5.I.

B. The Department agrees to participate in the Project cost up to the maximum amount of $956,404.00 and as more fully described in Exhibit "B". This amount includes Federal-aid funds which are limited to the actual amount of Federal-aid participation.

C. Project costs eligible for Department participation will be allowed only from the date of this Agreement. It is understood that Department participation in eligible Project costs is subject to:

i. Legislative approval of the Department's appropriation request in the work program year that the Project is scheduled to be committed;

ii. Availability of funds as stated in subparagraphs 5.L. and 5.M. of this Agreement;

iii. Approval of all plans, specifications, contracts or other obligating documents and all other terms of this Agreement; and

iv. Department approval of the Project scope and budget at the time appropriation authority becomes available.

5. **Requisitions and Payments:**

A. The Agency shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The Project and the quantifiable, measurable, and verifiable units of deliverables are described more fully in Exhibit "A".

B. Invoices shall be submitted by the Agency in detail sufficient for a proper pre-audit and post-audit based on the quantifiable, measurable and verifiable units of deliverables as established in Exhibit "A". Deliverables must be received and accepted in writing by the Department's Project Manager prior to payments.

C. The Agency shall charge to the Project account all eligible costs of the Project except costs agreed to be borne by the Agency or its contractors and subcontractors. Costs in excess of the programmed funding or attributable to actions which have not received the required approval of the Department shall not be considered eligible costs. All costs charged to the Project, including any approved services contributed by the Agency or others, shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers evidencing in proper detail the nature and propriety of the charges.

D. Supporting documentation must establish that the deliverables were received and accepted in writing by the Agency and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in Exhibit "A" was met.

E. Bills for travel expenses specifically authorized in this Agreement shall be submitted on the Department's Contractor Travel Form No. 300-000-06 and will be paid in accordance with Section 112.061, Florida Statutes and the most current version of the Disbursement Handbook for Employees and Managers.

F. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. If the Department determines that the performance of the Agency is unsatisfactory, the Department shall notify the Agency of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Agency shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Agency will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Agency shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Agency resolves the deficiency. If the deficiency is subsequently resolved, the Agency may bill the Department for the retained amount during the next billing period. If the Agency is unable to resolve the deficiency, the funds retained may be forfeited at the end of the Agreement's term.

G. Agencies providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment.

Invoices that have to be returned to an Agency because of Agency preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

H. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

I. Prior to the execution of this Agreement, a Project schedule of funding shall be prepared by the Agency and approved by the Department. The Agency shall maintain said schedule of funding, carry out the Project, and shall incur obligations against and make disbursements of Project funds only in conformity with the latest approved schedule of funding for the Project. The schedule of funding may be revised by execution of a Local Agency Program ("LAP") Supplemental Agreement between the Department and the Agency. The Agency acknowledges and agrees that funding for this project may be reduced upon determination of the agency's contract award amount. If revised, a copy of the Supplemental Agreement shall be forwarded to the Department's Comptroller. No increase or decrease shall be effective unless it complies with fund participation requirements of this Agreement and is approved by the Department's Comptroller.

J. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Agency owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

K. The Agency must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

L. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, funds approval from the Department's Comptroller must be received each fiscal year prior to costs being incurred. See Exhibit "B" for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Agency, in writing, when funds are available.

M. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts

of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

6. Department Payment Obligations: Subject to other provisions of this Agreement, the Department will honor requests for reimbursement to the Agency pursuant to this Agreement. However, notwithstanding any other provision of this Agreement, the Department may elect by notice in writing not to make a payment if:

A. The Agency shall have made misrepresentation of a material nature in its application, or any supplement or amendment to its application, or with respect to any document or data furnished with its application or pursuant to this Agreement;

B. There is any pending litigation with respect to the performance by the Agency of any of its duties or obligations which may jeopardize or adversely affect the Project, the Agreement or payments to the Project;

C. The Agency shall have taken any action pertaining to the Project which, under this Agreement, requires the approval of the Department or has made a related expenditure or incurred related obligations without having been advised by the Department that same are approved;

D. There has been any violation of the conflict of interest provisions contained in paragraph 16.J.; or

E. The Agency has been determined by the Department to be in default under any of the provisions of the Agreement.

The Department may suspend or terminate payment for that portion of the Project which the Federal Highway Administration ("FHWA"), or the Department acting in lieu of FHWA, may designate as ineligible for Federal-aid.

In determining the amount of the payment, the Department will exclude all Project costs incurred by the Agency prior to the Department's issuance of a Notice to Proceed ("NTP"), costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in Exhibit "B" for the Project, costs agreed to be borne by the Agency or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements: The Agency shall complete the Project with all practical dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement, and all applicable laws. The Project will be performed in accordance with all applicable Department procedures, guidelines, manuals, standards, and directives as described in the Department's Local Agency Program Manual, which by this reference is made a part of this Agreement. Time is of the essence as to each and every obligation under this Agreement.

A. A full time employee of the Agency, qualified to ensure that the work being pursued is complete, accurate, and consistent with the terms, conditions, and specifications of this Agreement shall be in responsible charge of the Project, which employee should be able to perform the following duties and functions:

i. Administers inherently governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

ii. Maintains familiarity of day to day Project operations, including Project safety issues;

iii. Makes or participates in decisions about changed conditions or scope changes that require change orders or supplemental agreements;

iv. Visits and reviews the Project on a frequency that is commensurate with the magnitude and complexity of the Project;

v. Reviews financial processes, transactions and documentation to ensure that safeguards are in place to minimize fraud, waste, and abuse;

vi. Directs Project staff, agency or consultant, to carry out Project administration and contract oversight, including proper documentation;

vii. Is aware of the qualifications, assignments and on-the-job performance of the Agency and consultant staff at all stages of the Project.

B. Once the Department issues the NTP for the Project, the Agency shall be obligated to submit an invoice or other request for reimbursement to the Department on a quarterly basis, beginning from the day the NTP is issued. If the Agency fails to submit quarterly invoices to the Department, and in the event the failure to timely submit invoices to the Department results in the "FHWA" removing any unbilled funding or the loss of State appropriation authority (which may include the loss of state and federal funds, if there are state funds programmed to the Project), then the Agency will be solely responsible to provide all funds necessary to complete the Project and the Department will not be obligated to provide any additional funding for the Project. The Agency waives the right to contest such removal of funds by the Department, if the removal is related to FHWA's withdrawal of funds or if the removal is related to the loss of State appropriation authority. In addition to the loss of funding for the Project, the Department will also consider the de-certification of the Agency for future LAP Projects. No cost may be incurred under this Agreement until after the Agency has received a written NTP from the Department. The Agency agrees to advertise or put the Project out to bid thirty (30) days from the date the Department issues the NTP to advertise the Project. If the Agency is not able to meet the scheduled advertisement, the District LAP Administrator should be notified as soon as possible.

C. If all funds are removed from the Project, including amounts previously billed to the Department and reimbursed to the Agency, and the Project is off the state highway system, then the Department will have to request repayment for the previously billed amounts from the Agency. No state funds can be used on off-system projects, unless authorized pursuant to Exhibit "G", State Funds Addendum, which will be attached to and incorporated in this Agreement in the event state funds are used on the Project.

D. In the event that any election, referendum, approval, permit, notice or other proceeding or authorization is required under applicable law to enable the Agency to enter into this Agreement or to undertake the Project or to observe, assume or carry out any of the provisions of the Agreement, the Agency will initiate and consummate, as provided by law, all actions necessary with respect to any such matters.

E. The Agency shall initiate and prosecute to completion all proceedings necessary, including Federal-aid requirements, to enable the Agency to provide the necessary funds for completion of the Project.

F. The Agency shall submit to the Department such data, reports, records, contracts, and other documents relating to the Project as the Department and FHWA may require. The Agency shall use the Department's Local Agency Program Information Tool and applicable information systems as required.

G. Federal-aid funds shall not participate in any cost which is not incurred in conformity with applicable federal and State laws, the regulations in 23 Code of Federal Regulations (C.F.R.) and 49 C.F.R., and policies and procedures prescribed by the Division Administrator of FHWA. Federal funds shall not be paid on account of any cost incurred prior to authorization by FHWA to the Department to proceed with the Project or part thereof involving such cost (23 C.F.R. 1.9 (a)). If FHWA or the Department determines that any amount claimed is not eligible, federal participation may be approved in the amount determined to be adequately supported and the Department shall notify the Agency in writing citing the reasons why items and amounts are not eligible for federal participation. Where correctable non-compliance with provisions of law or FHWA requirements exists. Federal funds may be withheld until compliance is obtained. Where non-compliance is not correctable, FHWA or the Department may deny participation in parcel or Project costs in part or in total. For any amounts determined to be ineligible for federal reimbursement for which the Department has advanced payment, the Agency shall promptly reimburse the Department for all such amounts within 90 days of written notice.

H. For any project requiring additional right-of-way, the Agency must submit to the Department an annual report of its real property acquisition and relocation assistance activities on the project. Activities shall be reported on a federal fiscal year basis, from October 1 through September 30. The report must be prepared using the format prescribed in 49 C.F.R. Part 24, Appendix B, and be submitted to the Department no later than October 15 of each year.

8. Audit Reports: The administration of resources awarded through the Department to the Agency by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of federal awards or limit the authority of any State agency inspector general, the State of Florida Auditor General or any other State official. The Agency shall comply with all audit and audit reporting requirements as specified below.

A. In addition to reviews of audits conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, monitoring procedures may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to federal awards provided through the Department by this Agreement. By entering into this Agreement, the Agency agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Agency further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, State of Florida Chief Financial Officer (CFO) or State of Florida Auditor General.

B. The Agency, a non-federal entity as defined by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as defined by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, as a subrecipient of a federal award awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Agency expends a total amount of federal awards equal to or in excess of the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Agency must have a federal single or program-specific audit for such fiscal year conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with the provisions of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. **Exhibit "1", Federal Financial Assistance (Single Audit Act)** to this Agreement provides the required federal award identification information needed by the Agency to further comply with the requirements of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and the requirements of 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. In determining federal awards expended in a fiscal year, the Agency must consider all sources of federal awards based on when the activity related to the federal award occurs, including the federal award provided through the Department by this Agreement. The determination of amounts of federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014. An audit conducted by the State of Florida Auditor General in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, will meet the requirements of this part.

ii. In connection with the audit requirements, the Agency shall fulfill the requirements relative to the auditee responsibilities as provided in OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as provided in 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

iii. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards, the Agency is exempt from federal audit requirements for that fiscal year. However, the Agency must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Agency's audit period for each applicable audit year. In the event the Agency expends less than the threshold established by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and established by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, in federal awards in a fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the cost of the audit must be paid from non-federal resources (*i.e.*, the cost of such an audit must be paid from the Agency's resources obtained from other than federal entities).

iv. The Agency must electronically submit to the Federal Audit Clearinghouse (FAC) at https://harvester.census.gov/facweb/ the audit reporting package as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period. The FAC is the repository of record for audits required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and for audits required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, and this Agreement. However, the Department requires a copy of the audit reporting package also be submitted to FDOTSingleAudit@dot.state.fl.us within the earlier of 30 calendar days after receipt of the auditor's report(s) or nine months after the end of the audit period as required by OMB Circular A-133, for fiscal years beginning before December 26, 2014, and as required by 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014.

v. Within six months of acceptance of the audit report by the FAC, the Department will review the Agency's audit reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate action on all deficiencies has been taken pertaining to the federal award provided through the Department by this Agreement. If the Agency fails to have an audit conducted in accordance with OMB Circular A-133, for fiscal years beginning before December 26, 2014, and in accordance with 2 CFR Part 200, Subpart F – Audit Requirements, for fiscal years beginning on or after December 26, 2014, the Department may impose additional conditions to remedy noncompliance. If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take appropriate actions to enforce compliance, which actions may include but not be limited to the following:

1. Temporarily withhold cash payments pending correction of the deficiency by the Agency or more severe enforcement action by the Department;
2. Disallow (deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the federal award;
4. Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and federal awarding agency regulations (or in the case of the Department, recommend such a proceeding be initiated by the federal awarding agency);
5. Withhold further federal awards for the Project or program;
6. Take other remedies that may be legally available.

vi. As a condition of receiving this federal award, the Agency shall permit the Department, or its designee, the CFO or State of Florida Auditor General access to Agency's records including financial statements, the independent auditor's working papers and project records as necessary.

Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

vii. The Department's contact information for requirements under this part is as follows:

Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, Florida 32399-0450
FDOTSingleAudit@dot.state.fl.us

C. The Agency shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, the CFO or State of Florida Auditor General access to such records upon request. The Agency shall ensure that the audit working papers are made available to the Department, or its designee, the CFO, or State of Florida Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

9. Termination or Suspension of Project: The Department may, by written notice to the Agency, suspend any or all of the Agency's obligations under this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected or the Department may terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

A. If the Department determines that the performance of the Agency is not satisfactory, the Department shall notify the Agency of the deficiency in writing with a requirement that the deficiency be corrected within thirty (30) days of such notice. Such notice shall provide reasonable specificity to the Agency of the deficiency that requires correction. If the deficiency is not corrected within such time period, the Department may either (1) immediately terminate the Agreement as set forth in paragraph 9.B. below, or (2) take whatever action is deemed appropriate by the Department to correct the deficiency. In the event the Department chooses to take action and not terminate the Agreement, the Agency shall, upon demand, promptly reimburse the Department for any and all costs and expenses incurred by the Department in correcting the deficiency.

B. If the Department terminates the Agreement, the Department shall notify the Agency of such termination in writing, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

C. If the Agreement is terminated before the Project is completed, the Agency shall be paid only for the percentage of the Project satisfactorily performed for which costs can be substantiated. Such payment, however, shall not exceed the equivalent percentage of the contract price. All work in progress on Department right-of-way will become the property of the Department and will be turned over promptly by the Agency.

D. The Department reserves the right to unilaterally cancel this Agreement for refusal by the Agency or any contractor, sub-contractor or materials vendor to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement unless the records are exempt.

E. Upon receipt of any final termination or suspension notice under this paragraph 9., the Agency shall proceed promptly to carry out the actions required in such notice, which may include any or all of the following: (a) necessary action to terminate or suspend, as the case may be, Project activities and contracts and such other action as may be required or desirable to keep to a minimum the costs upon the basis of which the financing is to be computed; or (b) furnish a statement of the Project activities and contracts and other undertakings the cost of which are otherwise includable as Project costs. The termination or suspension shall be carried out in conformity with the latest schedule, plan, and cost as approved by the Department or upon the basis of terms and conditions imposed by the Department upon the failure of the Agency to furnish the schedule, plan, and estimate within a reasonable time. The

closing out of federal financial participation in the Project shall not constitute a waiver of any claim which the Department may otherwise have arising out of this Agreement.

10. Contracts of the Agency:

A. Except as otherwise authorized in writing by the Department, the Agency shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

B. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Agency, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Agency's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act, the federal Brooks Act, 23 C.F.R. 172, and 23 U.S.C. 112. At the discretion of the Department, the Agency will involve the Department in the consultant selection process for all projects funded under this Agreement. In all cases, the Agency shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act and the federal Brooks Act.

C. The Agency shall comply with, and require is consultants and contractors to comply with applicable federal law pertaining to the use of Federal-aid funds. The Agency shall comply with the provisions in the FHWA-1273 form as set forth in Exhibit "C", FHWA 1273 attached to and incorporated in this Agreement. The Agency shall include FHWA-1273 in all contracts with consultants and contractors performing work on the Project.

11. Disadvantaged Business Enterprise (DBE) Policy and Obligation: It is the policy of the Department that DBE's, as defined in 49 C.F.R. Part 26, as amended, shall have the opportunity to participate in the performance of contracts financed in whole or in part with Department funds under this Agreement. The DBE requirements of applicable federal and state laws and regulations apply to this Agreement.

The Agency and its contractors agree to ensure that DBE's have the opportunity to participate in the performance of this Agreement. In this regard, all recipients and contractors shall take all necessary and reasonable steps in accordance with applicable federal and state laws and regulations to ensure that the DBE's have the opportunity to compete for and perform contracts. The Agency and its contractors and subcontractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts, entered pursuant to this Agreement.

12. Compliance with Conditions and Laws: The Agency shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project. Execution of this Agreement constitutes a certification that the Agency is in compliance with, and will require its contractors and subcontractors to comply with, all requirements imposed by applicable federal, state, and local laws and regulations, including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," in 49 C.F.R. Part 29, and 2 C.F.R. Part 200 when applicable.

13. Performance Evaluations: Agencies are evaluated on a project-by-project basis. The evaluations provide information about oversight needs and provide input for the recertification process. Evaluations are submitted to the Agency's person in responsible charge or designee as part of the Project closeout process. The Department provides the evaluation to the Agency no more than 30 days after final acceptance.

A. Each evaluation will result in one of three ratings. A rating of Unsatisfactory Performance means the Agency failed to develop the Project in accordance with applicable federal and state regulations, standards and procedures, required excessive District involvement/oversight, or the Project was brought in-house by the Department. A rating of Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, with

minimal District involvement/oversight. A rating of Above Satisfactory Performance means the Agency developed the Project in accordance with applicable federal and state regulations, standards and procedures, without District involvement/oversight.

B. The District will determine which functions can be further delegated to Agencies that continuously earn Satisfactory and Above Satisfactory evaluations.

14. Restrictions, Prohibitions, Controls, and Labor Provisions: During the performance of this Agreement, the Agency agrees as follows, and agrees to require its contractors and subcontractors to include in each subcontract the following provisions:

A. The Agency will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964, the regulations of the U.S. Department of Transportation issued thereunder, and the assurance by the Agency pursuant thereto. The Agency shall include the attached Exhibit "E", Title VI Assurances in all contracts with consultants and contractors performing work on the Project that ensure compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Part 21, and related statutes and regulations.

B. The Agency will comply with all the requirements as imposed by the ADA, the regulations of the Federal government issued thereunder, and assurance by the Agency pursuant thereto.

C. 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.

D. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not 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.

E. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Agency.

F. Neither the Agency nor any of its contractors or their subcontractors shall enter into any contract, subcontract or arrangement in connection with the Project or any property included or planned to be included in the Project in which any member, officer or employee of the Agency or the locality during tenure or for 2 years thereafter has any interest, direct or indirect. If any such present or former member, officer or employee involuntarily acquires or had acquired prior to the beginning of tenure any such interest, and if such interest is immediately disclosed to the Agency, the Agency, with prior approval of the Department, may waive the prohibition contained in this paragraph provided that any such present member, officer or employee shall not participate in any action by the Agency or the locality relating to such contract, subcontract or arrangement. The Agency shall insert in all contracts entered into in connection with the Project or any property included or planned to be included in any Project, and shall require its contractors to insert in each of their subcontracts, the following provision:

"No member, officer or employee of the Agency or of the locality during his tenure or for 2 years thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof."

The provisions of this paragraph shall not be applicable to any agreement between the Agency and its fiscal depositories or to any agreement for utility services the rates for which are fixed or controlled by a governmental agency.

G. No member or delegate to the Congress of the United States shall be admitted to any share or part of this Agreement or any benefit arising therefrom.

15. Indemnification and Insurance:

A. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement. The Agency guaranties the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Agency or any subcontractor, in connection with this Agreement. Additionally, the Agency agrees to include the following indemnification in all contracts with contractors/subcontractors, or consultants/subconsultants who perform work in connection with this Agreement:

"To the fullest extent permitted by law, the Agency's contractor shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 negligence, recklessness or intentional wrongful misconduct of the contractor and persons employed or utilized by the contractor in the performance of this Contract.

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 State of Florida and the Agency's sovereign immunity.

To the fullest extent permitted by law, the Agency's consultant shall indemnify and hold harmless the Agency, the State of Florida, Department of Transportation, and 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 negligence, recklessness or intentional wrongful misconduct of the consultant and persons employed or utilized by the consultant in the performance of this Contract.

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 State of Florida and the Agency's sovereign immunity."

B. The Agency shall, or cause its contractor or consultant to carry and keep in force, during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least $200,000 per person and $300,000 each occurrence, and property damage insurance of at least $200,000 each occurrence, for the services to be rendered in accordance with this Agreement. The Agency shall also, or cause its contractor or consultant to carry and keep in force Workers' Compensation Insurance as required by the State of Florida under the Workers' Compensation Law. With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Agency shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Agreement. Policies that include Self Insured Retention will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

16. Miscellaneous Provisions:

A. The Agency will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Agency will be responsible for securing any applicable permits. The Agency shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

B. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

C. In no event shall the making by the Department of any payment to the Agency constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Agency and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

D. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

E. By execution of the Agreement, the Agency represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

F. Nothing in the Agreement shall require the Agency to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Agency will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Agency to the end that the Agency may proceed as soon as possible with the Project.

G. In the event that this Agreement involves constructing and equipping of facilities, the Agency shall submit to the Department for approval all appropriate plans and specifications covering the Project. The Department will review all plans and specifications and will issue to the Agency a written approval with any approved portions of the Project and comments or recommendations covering any remainder of the Project deemed appropriate. After resolution of these comments and recommendations to the Department's satisfaction, the Department will issue to the Agency a written approval with said remainder of the Project. Failure to obtain this written approval shall be sufficient cause of nonpayment by the Department.

H. Upon completion of right-of-way activities on the Project, the Agency must certify compliance with all applicable federal and state requirements. Certification is required prior to authorization for advertisement for or solicitation of bids for construction of the Project, including if no right-of-way is required.

I. The Agency will certify in writing, prior to Project closeout that the Project was completed in accordance with applicable plans and specifications, is in place on the Agency's facility, adequate title is in the Agency's name, and the Project is accepted by the Agency as suitable for the intended purpose.

J. The Agency agrees that no federally-appropriated funds have been paid, or will be paid by or on behalf of the Agency, to any person for influencing or attempting to influence any officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative

agreement. If any funds other than federally-appropriated funds have been paid by the Agency to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. The Agency shall require that the language of this paragraph be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. No funds received pursuant to this contract may be expended for lobbying the Legislature, the judicial branch or a state agency.

K. The Agency may not permit the Engineer of Record to perform Construction, Engineering and Inspection services on the Project.

L. The Agency agrees to maintain any project not on the State Highway System constructed under this Agreement. If the Agency constructs any improvement on Department right-of-way, the Agency ☒ will ☐ will not maintain the improvements made for their useful life.

M. The Agency shall comply with all applicable federal guidelines, procedures, and regulations. If at any time a review conducted by Department and or FHWA reveals that the applicable federal guidelines, procedures, and regulations were not followed by the Agency and FHWA requires reimbursement of the funds, the Agency will be responsible for repayment to the Department of all funds awarded under the terms of this Agreement.

N. The Agency:

i. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Agency during the term of the contract; and

ii. shall expressly require any contractor and subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

O. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

P. The Parties agree to comply with s.20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligation to comply with s.20.055(5), Florida Statutes.

Q. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Agency must comply with the requirements of Section 255.0991, Florida Statutes.

R. Exhibits

i. Exhibit "A", Project Description and Responsibilities, is attached and incorporated into this Agreement.

ii. Exhibit "B", Schedule of Funding, is attached and incorporated into this Agreement.

iii. ☒ If this Project includes Phase 58 (construction) activities, then Exhibit "C", FHWA FORM 1273, is attached and incorporated into this Agreement.

iv. ☐ An Alternative Pay Method is used on this Project. If an alternative Pay Method is used on this Project, then Exhibit "D", Alternative Pay Method, is attached and incorporated into this Agreement.

v. Exhibit "E", Title VI Assurances is attached and incorporated into this Agreement.

vi. Exhibit "F", the Agency Resolution authorizing entry into this Agreement, is attached and incorporated into this Agreement.

vii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "G", State Funds Addendum, is attached and incorporated into this Agreement.

viii. ☐ This Project is located off the State Highway System and includes funding for landscaping. If this Project is located off the State Highway System and includes funding for landscaping, then Exhibit "L"is attached and incorporated into this Agreement.

ix. ☐ This Project utilizes Advance Project Reimbursement. If this Project utilizes Advance Project Reimbursement, then Exhibit "R" is attached and incorporated into this Agreement.

x. ☐ This Project includes funding for a roadway lighting system. If the Project includes funding for roadway lighting system, Exhibit "RL" is attached and incorporated into this Agreement.

xi. ☐ This Project includes funding for traffic signals and/or traffic signal systems. If this Project includes funding for traffic signals and/or traffic signals systems, Exhibit "T" is attached and incorporated into this Agreement.

xii. Exhibit "1", Federal Financial Assistance (Single Audit Act) is attached and incorporated into this Agreement.

xiii. ☐ State Funds are used on this Project. If State Funds are used on this Project, then Exhibit "2", State Financial Assistance (Florida Single Audit Act), is attached and incorporated into this Agreement.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year written above.

AGENCY City of Port St. Lucie

By: _____
Name:
Title:

Attest: _____
Title:

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

By: _____
Name: Stacy L. Miller, P.E.
Title: Director of Transportation Development

Legal Review:

_____

EXHIBIT "A"

PROJECT DESCRIPTION AND RESPONSIBILITIES

FPN: 431729-1-58/68-01

This exhibit forms an integral part of the Local Agency Program Agreement between the State of Florida, Department of Transportation and

City of Port St. Lucie

PROJECT LOCATION:

☐ The project is on the National Highway System.

☐ The project is on the State Highway System.

PROJECT LENGTH AND MILE POST LIMITS: 2.785 Miles

PROJECT DESCRIPTION: Del Rio Blvd. from Port St. Lucie Blvd. to California Blvd.

SPECIAL CONSIDERATIONS BY AGENCY:

The audit report(s) required in the Agreement shall include a Schedule of Project Assistance that will reflect the Department's contract number, the Financial Project Number (FPN), the Federal Authorization Number (FAN), where applicable, the amount of state funding action (receipt and disbursement of funds), any federal or local funding action, and the funding action from any other source with respect to the project.

The Agency is required to provide a copy of the design plans for the Department's review and approval to coordinate permitting with the Department, and notify the Department prior to commencement of any right-of-way activities.

The Agency shall commence the project's activities subsequent to the execution of this Agreement and shall perform in accordance with the following schedule:

a) Study to be completed by N/A .
b) Design to be completed by N/A .
c) Right-of-Way requirements identified and provided to the Department by N/A .
d) Right-of-Way to be certified by District R/W Manager .
e) Construction contract to be let by 05/15/2016 .
f) Construction to be completed by 12/31/2017 .

If this schedule cannot be met, the Agency will notify the Department in writing with a revised schedule or the project is subject to the withdrawal of federal funding.

SPECIAL CONSIDERATIONS BY DEPARTMENT:

EXHIBIT "B"

SCHEDULE OF FUNDING

AGENCY NAME & BILLING ADDRESS	FPN: 431729-1-58/68-01
City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL. 34984	

TYPE OF WORK By Fiscal Year	FUNDING			
	(1) TOTAL PROJECT FUNDS	(2) LOCAL FUNDS	(3) STATE FUNDS	(4) FEDERAL FUNDS
Planning-18 FY: FY: FY:	____ ____ ____	____ ____ ____	____ ____ ____	____ ____ ____
Total Planning Cost				
Project Development & Environment (PD&E) - 28 FY: FY: FY:	____ ____ ____	____ ____ ____	____ ____ ____	____ ____ ____
Total PD&E Cost				
Design - 38 FY: FY: FY:	____ ____ ____	____ ____ ____	____ ____ ____	____ ____ ____
Total Design Cost				
Right-of-Way - 48 FY: FY: FY:	____ ____ ____	____ ____ ____	____ ____ ____	____ ____ ____
Total Right-of-Way Cost				
Construction-58 FY: 2015-2016 FY: 2015-2016 FY: 2015-2016 FY:	$766,575.00 $95,746.00 $149,180.00 ____	____ ____ $149,180.00 ____	____ ____ ____ ____	$766,575.00 $95,746.00 ____ ____
Total Construction Cost	$1,011,501.00	$149,180.00		$862,321.00
Construction Engineering and Inspection (CEI) - 68 FY: 2015-2016 FY: FY:	$94,083.00 ____ ____	____ ____ ____	____ ____ ____	$94,083.00 ____ ____
Total CEI Cost	$94,083.00			$94,083.00
Operations – 88 FY: FY: FY:	____ ____ ____	____ ____ ____	____ ____ ____	____ ____ ____
Total Operations Costs				
TOTAL COST OF THE PROJECT	$1,105,584.00	$149,180.00		$956,404.00

The Department's fiscal year begins on July 1. For this project, funds are not projected to be available until after the 1st of July of each fiscal year. The Department will notify the Agency, in writing, when funds are available.

EXHIBIT "C"

FHWA FORM 1273
FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.

The FHWA-1273 version dated May 1, 2012 is appended in its entirety to this Exhibit. FHWA-1273 may also be referenced on the Department's website at the following URL address: http://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

Sub-recipients of federal grants awards for Federal-Aid Highway construction shall take responsibility to obtain this information and comply with all provisions contained in FHWA-1273.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
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ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Exhibit "E"
TITLE VI ASSURANCES

During the performance of this contract, the consultant or contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "contractor") agrees as follows:

(1.) **Compliance with REGULATIONS:** The contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") ***Title 49, Code of Federal Regulations, Part 21,*** as they may be amended from time to time, (hereinafter referred to as the ***REGULATIONS),*** which are herein incorporated by reference and made a part of this contract.

(2.) **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by ***Section 21.5*** of the ***REGULATIONS,*** including employment practices when the contract covers a program set forth in ***Appendix B*** of the ***REGULATIONS.***

(3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the ***REGULATIONS*** relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) **Information and Reports:** The contractor shall provide all information and reports required by the ***REGULATIONS*** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such ***REGULATIONS,*** orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the *Florida Department of Transportation,* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or

Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or

b. cancellation, termination or suspension of the contract, in whole or in part.

(6.) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the ***REGULATIONS,*** or directives issued pursuant thereto. The contractor shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the contractor may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation,* and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities**: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

EXHIBIT "F"

AGENCY RESOLUTION

The agency Resolution authorizing entry into this Agreement is attached and incorporated into this Agreement.

EXHIBIT 1

FEDERAL FINANCIAL ASSISTANCE (SINGLE AUDIT ACT)

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

CFDA No.:	20.205
CFDA Title:	Highway Planning and Construction Federal-Aid Highway Program, Federal Lands Highway Program
CFDA Program Site:	https://www.cfda.gov/
Award Amount:	**$956,404.00**
Awarding Agency:	Florida Department of Transportation
Award is for R&D:	No
Indirect Cost Rate:	N/A

FEDERAL RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles & Audit Requirements for Federal Awards
http://www.ecfr.gov/

OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*
http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf

OMB Circular A-133 Compliance Supplement 2014
http://www.whitehouse.gov/omb/circulars/a133_compliance_supplement_2014

FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT MAY ALSO BE SUBJECT TO THE FOLLOWING:

OMB Circular A-87 (Revised), *Cost Principles for State, Local and Indian Tribal Governments*
http://www.whitehouse.gov/omb/circulars_a087_2004/

OMB Circular A-102, *Grants and Cooperative Agreements with State and Local Governments*
http://www.whitehouse.gov/omb/circulars_a102/

Title 23 – Highways, United States Code
http://uscode.house.gov/browse/prelim@title23&edition=prelim

Title 49 – Transportation, United States Code
http://uscode.house.gov/browse/prelim@title49&edition=prelim

Map-21 – Moving Ahead for Progress in the 21st Century, Public Law 112-141
http://www.gpo.gov/fdsys/pkg/PLAW-112publ141/pdf/PLAW-112publ141.pdf

Federal Highway Administration – Florida Division
http://www.fhwa.dot.gov/fldiv/

Federal Funding Accountability and Transparency Act (FFATA) Sub-award Reporting System (FSRS)
https://www.fsrs.gov/

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FEDERAL-AID PROJECT FUNDING REQUEST

DATE _____

AGENCY City of Port St. Lucie

FEDERAL-AID PROJECT NUMBER 8886-294-A

FIN NUMBER 431729-1-58/68-01

STATE JOB NUMBER _____ TIP PAGE NUMBER _____

PROJECT TITLE Del Rio Blvd.
Termini 1: from Port St. Lucie Blvd. to California Blvd. Length: 2.785 Miles

WORK PHASE: ☐ PLANNING ☐ ENVIRONMENTAL ☐ DESIGN ☒ CONSTRUCTION ☐ RIGHT OF WAY

AWARD TYPE: ☒ LOCAL ☐ LOCAL FORCES

ENVIRONMENTAL DOCUMENT: Mark the type of environmental document prepared, indicate the approval date, and the most recent reevaluation date.
EIS approved on: N/A and reevaluated on: N/A
EA /FONSI approved on: N/A and reevaluated on: N/A
Categorical Exclusion:
Programmatic Categorical Exclusion determination on: N/A
Type I Categorical Exclusion determination on: 9/22/2015
Type II Categorical Exclusion determination on: _____
Categorical Exclusion Reevaluation on: _____

PHASE	TOTAL ESTIMATED COST (nearest Dollar)	LOCAL AGENCY FUNDS (nearest Dollar)	STATE FUNDING (nearest Dollar)	FEDERAL FUNDS (nearest Dollar)	PERCENT FEDERAL FUNDS	OBLIGATION DATE Month / Year	
PLANNING							
PD&E							
DESIGN							
CONST.	$1,011,501.00	$149,180.00	$0.00	$862,321.00	85		
CEI	$94,083.00	$0.00	$0.00	$94,083.00	100		
TOTAL	$1,105,584.00	$149,180.00	$0.00	$956,404.00	87		

DESCRIPTION OF EXISTING FACILITY (Existing Design and Present Condition)
Roadway Width: 12' -20' travel lanes Number of Lanes 2
Bridge Number(s) on Project None

DESCRIPTION OF PROPOSED WORK ☐ New Construction ☐ 3-R ☒ Enhancement ☐ Congestion Mitigation
Sidewalk
Roadway Width 12' travel lanes Number of Lanes 2 and Varies
Bridge Numbers(s) on Project None

LOCAL AGENCY CONTACT PERSON	TITLE:
James E. Angstadt, P.E.	Public Works Director
MAILING ADDRESS: 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984	PHONE: 772-871-5175
AGENCY City of Port St. Lucie	ZIP CODE: 34984

LOCATION AND DESIGN APPROVAL:

BY: _____
Approving Authority

TITLE: _____ DATE: _____

AGENCY:	PROJECT TITLE:	DATE:
City of Port St. Lucie	Del Rio Blvd. from Port St. Lucie Blvd. to California Blvd.	

ENVIRONMENTAL COMMITMENTS AND CONSIDERATIONS:

An Environmental Determination was completed and approved for the Project.

RIGHT OF WAY AND RELOCATION:

No Right of Way acquisition is required for the Project.

THIS PROJECT HAS BEEN REVIEWED BY THE LEGISLATIVE BODY OF THE ADMINISTRATION AGENCY OR AGENCIES, OR ITS DESIGNEE, AND IS NOT INCONSISTANT WITH THE AGENCY'S COMPREHENSIVE PLAN FOR COMMUNITY DEVELOPMENT.

AGENCY: _____

DATE: _____ By: _____
(Mayor / Chairman)

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
Patricia Roebling, P.E., Assistant City Manager, City Engineer
James Angstadt, P.E., Public Works Director JEA

FROM: Frank Knott, Project Manager FK

Agenda Item: Discussion: Crosstown Parkway Extension Project
Public Information Meeting Report, Selection of Art Work

Submittal Date: 2/1/2016

STRATEGIC PLAN LINK: Goal 4 – Improved Mobility within Port St. Lucie – Objective No. 1 - Complete the Crosstown Parkway.

BACKGROUND: The City of Port St. Lucie hosted a Design Open House for the Crosstown Parkway Extension Design/Build Project, connecting the existing Crosstown Parkway from Manth Lane to US Hwy 1 in the City of Port St. Lucie on Wednesday, January 13, 2016. The meeting was held from 5 p.m. to 7:30 p.m. at the City of Port St. Lucie Community Center. The purpose of the Design Open House was to present design updates and give attendees the opportunity to provide feedback and input regarding the design of the project.

ANALYSIS: The public meeting did not have a formal presentation, however, the City and members of the Project team were available throughout the meeting to discuss the project and answer questions. The meeting was well attended with approximately 350 people present.

The open house provided the public an opportunity to review the current design through project renderings and a visualization video as well as vote on aesthetics for the bridge and get updates about the City's mitigation projects. Representatives from the City of Port St Lucie, Florida Department of Transportation, RS&H, Archer Western, Target Engineering, Cardno, American Consulting Professionals and Quest Corporation of America were on hand to answer any questions from members of the community while also providing project information and addressing any concerns.

Attendees were greeted and directed to the various display boards that were positioned around the room. A viewing area was provided for participants to watch a looping animation video providing an overview of the project.

The following boards were displayed at the public meeting:

- Welcome Board
- Title VI Boards in English and Spanish
- Crosstown Extension Project Aerial
- Mitigation Project Map
- Mitigation Project Boards
- Superstreet Intersection Boards
- Rendering boards displaying canoe launch and overall project
- Sculpture Voting Boards

Sculptures for the bridge were on display and the public had the opportunity to vote for their favorite option. Options included a bird in seagrass, fish in seagrass, an abstract of seagrass and a mangrove. Images of the art work can be found in the appendix section of the attached report. A total of 215 participants voted.

The total votes for each sculpture option are listed below:

- Mangrove: 13 votes
- Abstract: 47 votes
- Bird: 31 votes
- Fish: 124 votes

All participants had an opportunity to leave comments at the public meeting; 68 comment cards were left in the comment boxes. Some comment cards included multiple comments. All comments submitted at the public meeting and the responses can be found in the appendix section of the attached report.

Below is a summary of the written comments received at the open house:

Topic	Number of Comments	Like	Undecided	Dislike
Floresta Intersection	28	6	9	13
Construction Issues	5			
Art Work	12	3		9
Overall Project	21	19		2
Miscellaneous	16			
Canoe Launch	6			
Schedule	3			

There was a lot of interest in the Superstreet Intersection Design at Floresta Drive and Crosstown Parkway. The Project team was available to answer questions and concerns, and to educate participants regarding the proposed intersection design and operation.

A Superstreet is a restricted crossing u-turn intersection as defined by FHWA and is characterized by prohibiting left-turn and through movements from the side street. The Superstreet Intersection accommodates the side street movements by requiring drivers to turn right onto the main road and then in one continuous motion, make a u-turn in order to continue to their intended destination. The Superstreet design is intended to improve intersection efficiency as well as increase traffic and pedestrian safety by reducing conflict points.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Request of City Council to consider public input and provide direction on the selection of the art work proposed for the bridge columns.

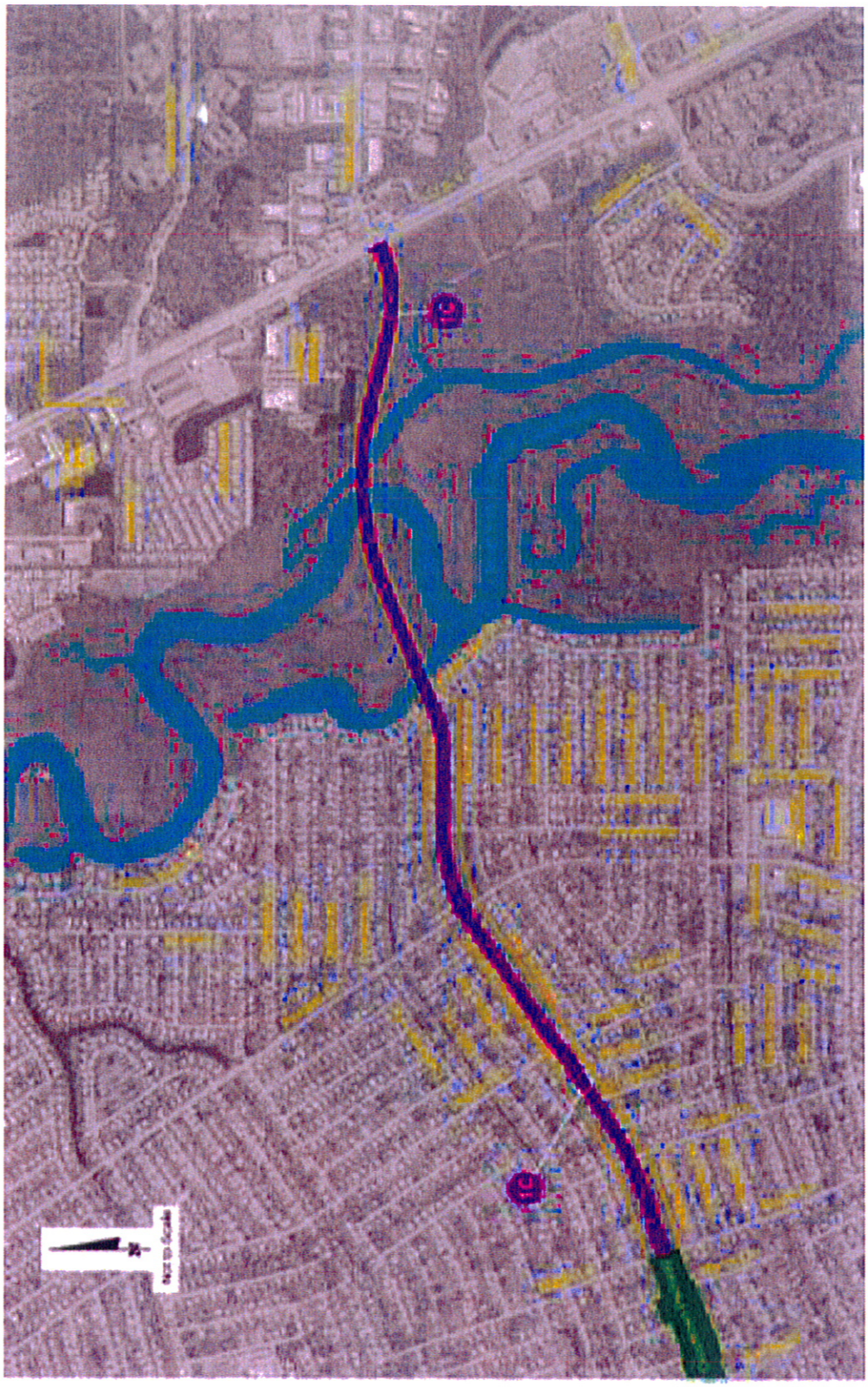
SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: 20 minutes

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: Crosstown Parkway Extension – Manth Lane to US Hwy 1

ATTACHMENTS:
Location Map, Design Open House Meeting Report



N

Crosstown Parkway Extension

Feb 2016

Crosstown Parkway Extension Design/Build Project
from Manth Lane to US 1
FPID No.: 410844-5-68-01
Design Open House Report
City of Port St. Lucie Community Center
2195 SE Airoso Boulevard
Port St. Lucie, Florida
Wednesday, January 13, 2016

1.0 Introduction

This document summarizes the activities associated with the Design Open House for the Crosstown Parkway Extension Design/Build Project, connecting the existing Crosstown Parkway from Manth Lane to US 1 in the City of Port St. Lucie.

Design Open House Meeting Summary

The City of Port St. Lucie hosted a Design Open House for the Crosstown Parkway Extension Design/Build Project, connecting the existing Crosstown Parkway from Manth Lane to US 1 in the City of Port St. Lucie on Wednesday, January 13, 2016. The meeting was held from 5 p.m. to 7:30 p.m. at the City of Port St. Lucie Community Center located at 2195 SE Airoso Boulevard in Port St. Lucie, Florida 34984. The purpose of the Design Open House was to present design updates and give attendees the opportunity to provide feedback and input regarding the design of the project. The public meeting did not have a formal presentation, however, the City and members of the project team were available throughout the meeting to discuss the project and answer questions. The open house provided the public an opportunity to review the current design through project renderings and a visualization video as well as vote on aesthetics for the bridge and get updates about the City's mitigation projects. Representatives from the City of Port St Lucie, Florida Department of Transportation, RS&H, Archer Western, Target Engineering, Cardno, American Consulting Professionals and Quest Corporation of America were on hand to answer any questions from members of the community while also providing project information, feedback and addressing any concerns.

Project Team Attendees:

The project team representatives who attended the meeting included:

- City of Port St. Lucie: Frank Knott, Patricia Roebling, Jennifer Newell, Ed Cunningham, Azlina Goldstein
- RS&H: Rachel Back, Stephen Park, Steven Starnes
- Archer Western: Brian Sparks, Christopher Brown
- Target Engineering: Randall Scott
- Cardno: George Denti

- Quest Corporation of America, Inc. (QCA): Beth Zsoka, Tish Burgher, Juan Diasgranados, Angel Gardner, Megan Olivera
- American Consulting Professionals: Brian Mirson, Chris O'Reilly
- Florida Department of Transportation (FDOT): James Hughes, ChloAnn Lawrence, Fred Ackermann
- Corradino: Frank White

Meeting Attendance
Approximately 350 people attended the Open House. A list of some of the attendees are included below. The sign in sheets are available upon request.

Elected and Appointed Officials/Agencies in attendance included:

- Mayor Gregory J. Oravec, Mayor of the City of Port St. Lucie
- Vice Mayor Linda Bartz, Vice Mayor of the City of Port St. Lucie
- City Manager Jeff Bremer, City of Port St. Lucie
- Paula A. Lewis, District Three County Commissioner, St. Lucie County
- Jim Angstadt, Public Works Director, City of Port St. Lucie
- Craig Hauschild, St. Lucie County Assistant County Engineer
- Marty Sanders, Executive Director, School Board of St. Lucie County
- Chief John Bolduc, City of Port St. Lucie Police Department

The following Media attended and covered the public meeting:

- Anthony Westbury, TCPalm
- Nicole Rodriguez, TCPalm
- Meghan McRoberts, WPTV Newschannel 5
- Gaylon Parker, Hometown News

2.0 Public Notification

Approximately 800 meeting invitations were mailed to residents and businesses surrounding and near the project limits. E-mails were sent to elected officials, appointed officials, interested parties and agencies from City Manager Jeff Bremer and Project Manager Frank Knott. The invitation list included representatives from the Florida Department of Transportation, St. Lucie County, City of Port St. Lucie and the City of Fort Pierce. The invitation flier was hand delivered to businesses along Southeast Floresta Drive, and along US 1 as well as between Southeast Huffman Road and Southeast Village Drive.

The meeting was also advertised via four VMS message boards for an entire week prior to the Open House. The boards were located west on West Virginia Drive; east on Crosstown as well as north and south on Floresta Drive. Additional meeting announcements were displayed on the Community Center and Civic Center marquees.

3.0 Media Notification

The Open House was advertised in advance with a display advertisement in the St. Lucie News Tribune on Sunday, January 3, 2016. The St. Lucie News Tribune is part of the Treasure Coast Newspaper which has a print circulation of 93,811 daily and 109,289 on Sundays. A meeting announcement was also placed through the Florida Administrative Register (FAR).

A press release was submitted by the City of Port St. Lucie to all local media, prior to the meeting. A copy of the advertisements can be found in the Appendix section.

4.0 Website / Online Notification

The following websites had information regarding the Open House. Information on the meeting was also posted on the City of Port St. Lucie and the St. Lucie TPO social media sites. An email invitation was also sent to all e-mail users registered via the project website.

Websites	Website Link	Section
Crosstown Parkway Extension Project Website	http://crosstownextension.com/	Homepage
FDOT Website	www.dot.state.fl.us/	Meetings
St. Lucie TPO	www.stlucietpo.org	Home Page and Calendar of Events Page
City of Port St. Lucie	www.cityofpsl.com	Home Page and Social Media and Email Subscribers

5.0 Public Meeting

The open house was advertised to start at 5 p.m. but participants starting arriving at 4 p.m. The project team started signing in participants and answering questions at 4 p.m.

Boards were on display throughout the room. Meeting attendees were greeted by staff and asked to sign in prior to being directed to the displays and additional members of the project team to answer questions. A sit down section was provided to one side of the room for participants to watch a looping project animation video providing an overview of the project including a Superstreet Intersection for Floresta Drive. Tables and chairs were provided towards the exit to allow participants to sit down and fill out comment forms. The comment forms also were created to easily fold and be mailed back to the Beth Zsoka, Project Public Information Officer at 3510 SW Corporate Parkway, Palm City, FL 34990.

Sculptures for the bridge

Sculptures for the bridge were on display and the public had the opportunity to vote on their favorite option. Options included a bird, fish, an abstract piece and a mangrove. Following the meeting, the votes were collected and counted. A total of 215 participants voted. The fish sculpture was preferred by a large margin with 124 votes. The total votes for each sculpture option are listed below:

Mangrove: 13 votes
Abstract: 47 votes
Bird: 31 votes
Fish: 124 votes

Parking and Signage

Parking was available to accommodate all meeting attendees, including the disabled. Overflow parking was also available for attendees. Signs were placed at the intersection in advance of the venue off of Port St Lucie Boulevard, and Airoso Boulevard, guiding attendees to the meeting.

As attendees entered the building, additional signs were used to point participants to the meeting room. Staff was readily available to assist participants from the front door to the meeting room.

Display Boards
Display Boards were available at the public meeting for public review and comments. The following boards were displayed at the public meeting:

- Welcome Board
- Title VI Boards in English and Spanish
- Crosstown Extension Project Aerial
- Mitigation Project Map
- Mitigation Project Boards
- Superstreet Intersection Boards
- Rendering boards displaying canoe launch and overall project
- Sculpture Voting Boards

Copies of the boards can be found in the Appendix.

Meeting Handouts
A Crosstown Extension Project flier, comment form, and a voting ticket were distributed to attendees at the sign in table. Participants also had the opportunity to pick up a flier about the Superstreet Intersection. The comment forms were provided for those wishing to give written statements and leave them in comment boxes available at the meeting location. Participants were also given the option to take the comment forms with them and mail them to Beth Zsoka, Public Information Officer for the project. The submittal address was provided on the back of the comment cards. Participants also had the opportunity to check a box to join the email distribution list for the project. Interested stakeholders can register at any point via the project website, www.crosstownextension.com. Approximately 114 people checked the box to receive updates about the project moving forward.

Public Comments
All participants had an opportunity to leave comments at the public meeting; 68 comment cards were left in the comment boxes. Some comment cards included multiple comments. Additional comments and requests may be submitted through the website, e-mail and by mail directly to Beth Zsoka, Project Public Information Officer.

In accordance with regular Florida Department of Transportation projects, the process is to provide a summary of all comments received to the staff (in this case the City) with draft responses for approval by the project management team. The Florida Department of Transportation will be given a chance to review any questions pertaining to US Highway 1. All comments received will be responded to once the responses are approved by the City. Comments without contact information will be added to the public record for the project but will not be given a response. Please note, responses will only be provided to specific questions but all comments will be responded with a thank you note for attending the Open House. All comments will be placed in the public record for the project.

A summary of all comments submitted at the public meeting can be found in the appendix section. The original submitted comments are available upon request.

Attendees also discussed their questions, concerns and comments with the City and the Design/Build team. After a recap of the team, the verbal topics of discussion included:

- Cost of the sculptures
- Traffic on local streets
- Superstreet Intersection
- Project Schedule and Length
- Elevation of the bridge
- Sidewalks
- Safety
- Construction Impacts and Issues
- Canoe Launch and Parking

Below is a summary of the written comments received at the open house:

Topic	Number of Comments	Like	Undecided	Dislike
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End of Meeting Summary

All comments and input from participants and the public as well as from the City Council will be taken into consideration for the final design of the project.

This meeting summary was prepared by Beth Zsoka, Public Information Officer, Quest Corporation of America, Inc. For additional questions or comments, you can reach Beth at 772-834-1298 or Beth.Zsoka@QCAusa.com.

Appendix

Open House Photos 7

Open House Invitation 8

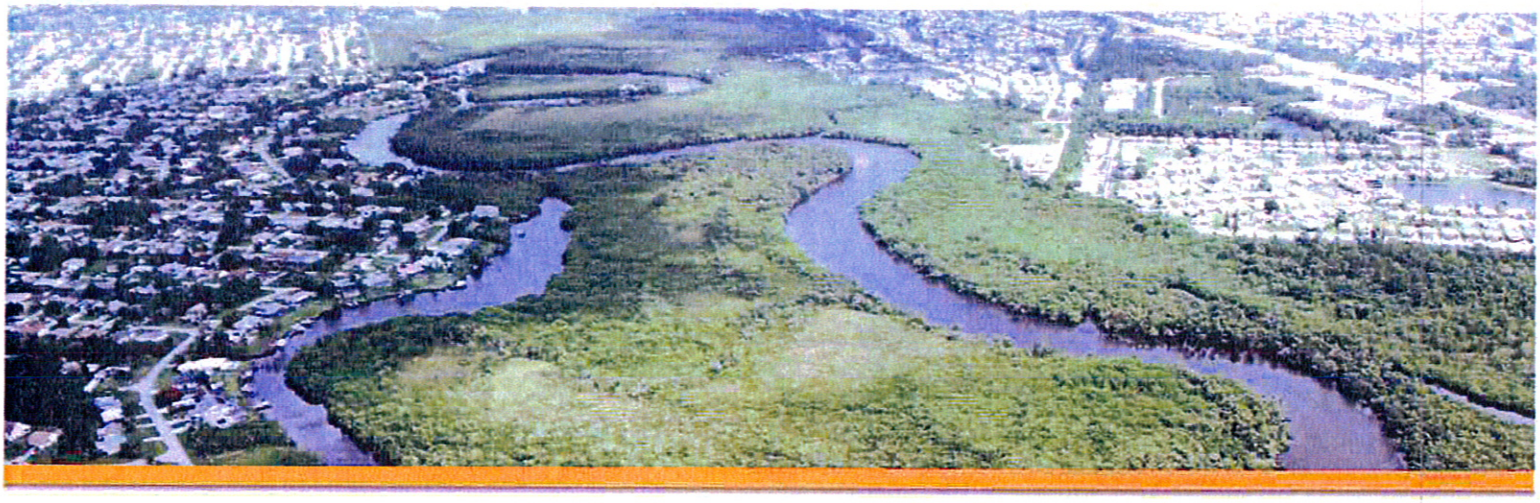
Newspaper Advertisement 10

Florida Administrative Register Ad 11

Open House Documents

- Welcome Sign 12
- Title VI Signs 13
- Project Aerial 15
- Mitigation Projects 17
- Project Rendering 23
- Canoe Launch 24
- Superstreet Boards 25
- Benefits of Superstreet 28
- Sculptures for Bridge 29
- Project Flier 33
- Comment Form 35
- FHWA Handout 37
- Comments 41

Crosstown Parkway Extension Design/Build Project
Design Open House
Wednesday, January 13, 2016



CROSSTOWN PARKWAY EXTENSION
DESIGN/BUILD PROJECT
from Manth Lane to U.S. 1
City of Port St. Lucie

YOU'RE INVITED

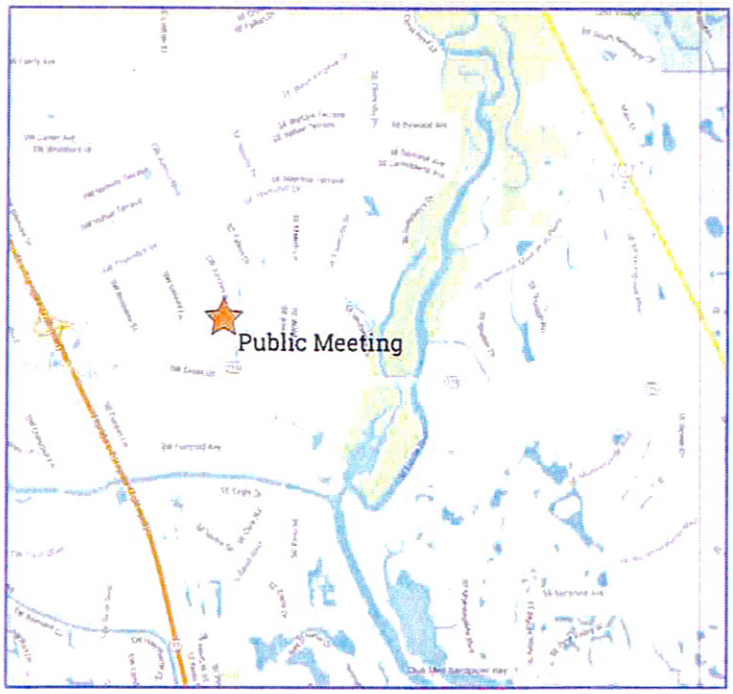
To a Design Open House

Wednesday, January 13, 2016
5 p.m. – 7 p.m.

City of Port St. Lucie
Community Center

2195 SE Airoso Boulevard
Port St. Lucie, Florida

The City of Port St. Lucie and our project partners invite you to a design open house for the Crosstown Parkway Extension Design/Build Project, connecting the existing Crosstown Parkway from Manth Lane to U.S. 1 in the City of Port St. Lucie.



The meeting will follow an informal open house format. Maps, drawings and other information will be on display at the meeting. There will be no formal presentation, however, the City and members of the Project team will be available throughout the meeting to discuss the project and answer questions. The meeting will provide the public an opportunity to review the current design, ask questions, and/or submit comments. Attendees will also have the opportunity to vote on some of the aesthetic treatments for the project.

For more information on the project, visit our website at www.crosstownextension.com.
For questions, please contact the Crosstown Parkway Extension Project hotline at 772-871-5176.

CROSSTOWN PARKWAY EXTENSION DESIGN/BUILD PROJECT

from Manth Lane to U.S. 1
City of Port St. Lucie

The Crosstown Parkway Extension Design/Build Project involves providing a new bridge crossing over the North Fork of the St. Lucie River in the City of Port St. Lucie, connecting the existing Crosstown Parkway from Manth Lane to U.S. 1. The project extends along the existing West Virginia Drive, crossing over the North Fork of the St. Lucie River and connecting into U.S. 1 at Village Green Drive.

The project is approximately two miles with the bridge being approximately 4,000 feet. The six lane divided highway and bridge will serve as a multi-modal transportation alternative to include accommodations for automobile, bicycle, pedestrian and public transit. The project will help alleviate traffic congestion, providing relief to the two existing crossings of the North Fork of the St. Lucie River at Port St. Lucie Boulevard and Prima Vista Boulevard. The project will improve public safety, emergency response times, help reduce travel times and enhance mobility. Construction for the project is estimated to begin Mid 2016. The estimated design and construction costs for the project are $86.9 million.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or persons who require translation services (free of charge) should contact Beth Zoska, Public Information Officer, Crosstown Parkway Extension Project, at 772-871-5176 at least seven days prior to the meeting.

Beth Zoska
Crosstown Project Public Information Officer
3510 SW Corporate Parkway
Palm City, Florida 34990

crosstown

Design Open House

The City of Port St. Lucie will host a
design open house for the
Crosstown Parkway Extension Design/Build Project
from Manth Lane to U.S. 1 in Port St. Lucie, Florida

Wednesday, January 13, 2016

5 p.m. - 7 p.m.
City of Port St. Lucie Community Center
2195 SE Airoso Boulevard, Port St. Lucie, Florida

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status. People who require special accommodations under the Americans with Disabilities Act or people who require translation services (free of charge) should contact Beth Zsoka at (772) 871-5176.

www.CrosstownExtension.com

City of Port St. Lucie

Florida Administrative Register (FAR) Ad

Notice of Meeting/Workshop Hearing

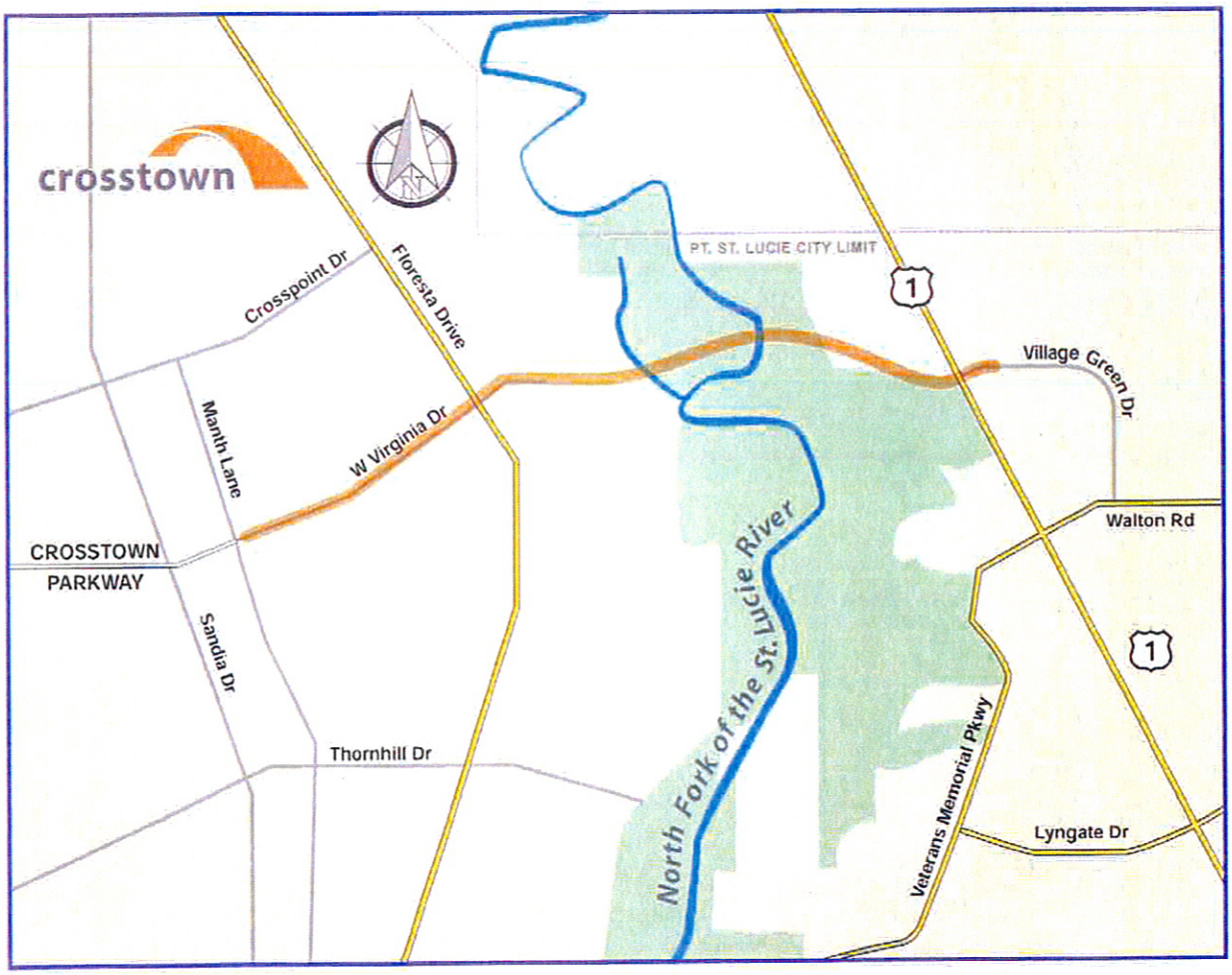
OTHER AGENCIES AND ORGANIZATIONS
QCAusa

The City of Port St. Lucie announces a design open house to which all persons are invited.
DATE AND TIME: Wednesday, January 13, 2016, from 5:00 p.m. to 7:00 p.m.
PLACE: City of Port St. Lucie Community Center, 2195 SE Airoso Boulevard, Port St. Lucie, FL 34984.
GENERAL SUBJECT MATTER TO BE CONSIDERED: The City of Port St. Lucie and our project partners invite you to a design open house for the Crosstown Parkway Extension Design/Build Project, connecting the existing Crosstown Parkway from Manth Lane to U.S. 1 in the City of Port St. Lucie. The meeting will follow an informal open house format. Maps, drawings and other information will be on display at the meeting. There will be no formal presentation, however, the City and members of the Project team will be available throughout the meeting to discuss the project and answer questions. The meeting will provide the public an opportunity to review the current design, ask questions, and/or submit comments. Attendees will also have the opportunity to vote on some of the aesthetic treatments for the project.
A copy of the agenda may be obtained by contacting: The meeting does not have a formal agenda. For more information on the project or meeting, visit www.crosstownextension.com or contact the Crosstown Parkway Extension Project hotline at 772-871-5176.
Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this workshop/meeting is asked to advise the agency at least 7 days before the workshop/meeting by contacting: The Project Public Information Officer, Beth Zsoka, at 772-871-5176 or via email at beth.zsoka@QCAusa.com
For more information, you may contact: The Project Public Information Officer Beth Zsoka, at 772-871-5176 or via email at Beth.Zsoka@QCAusa.com.

crosstown
CROSSTOWN PARKWAY EXTENSION
City of Port St. Lucie

WELCOME PUBLIC MEETING

Crosstown Parkway Extension Project
from Manth Lane to U.S. 1



WWW.CROSSTOWNEXTENSION.COM

For Project Information call 772-871-5176

City of Port St. Lucie

crosstown

Título VI

La Ciudad de Port St. Lucie está obligado a cumplir con diversas leyes y regulaciones de no discriminación, incluyendo el Título VI del Acto de Derechos Civiles de 1964.

La participación pública es solicitada sin distinción de raza, color, origen nacional, edad, sexo, religión, discapacidad o estado familiar.

Las personas que deseen expresar sus preocupaciones sobre el Título VI, pueden hacerlo poniéndose en contacto con cualquiera de estos contactos:

Azlina Goldstein Siegel

Abogado Asistente de la Ciudad)

121 SW Port St. Lucie Boulevard

Port St. Lucie, Florida 34984

(772) 873-6321

AGoldstein@cityofpsl.com

Frank Knott

Gerente de Proyectos - División de Regulación

Public Works Department

121 SW Port St. Lucie Boulevard

Port St. Lucie, Florida 34984

(772) 344-4290

FKnott@cityofpsl.com

City of Port St. Lucie

crosstown

Title VI

The City of Port St. Lucie is required to comply with various non-discrimination laws and regulations, including Title VI of the Civil Rights Act of 1964.

Public participation is solicited without regard to race, color, national origin, age, sex, religion, disability or family status.

Persons wishing to express their concerns about Title VI may do so by contacting either:

Azlina Goldstein Siegel
Assistant City Attorney
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 873-6321
AGoldstein@cityofpsl.com

Frank Knott
Project Manager – Regulatory Division
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(772) 344-4290
FKnott@cityofpsl.com

SECTION A-A
(Paved Shoulders)
SECTION B-B
(Curb & Gutter)
RS&H
crosstown
CROSSTOWN PARKWAY EXTENSION

RS&H
crosstown
CROSSTOWN PARKWAY EXTENSION

Crosstown Parkway Extension

SAVANNAS RECREATION TRAIL
1400 E MIDWAY ROAD

crosstown
CROSSTOWN PARKWAY EXTENSION
City of Port St. Lucie

PLATTS CREEK COMPENSATORY MITIGATION
SUNRISE BLVD NORTH OF MIDWAY RD

WWW.CROSSTOWNEXTENSION.COM

For Project Information call 772-871-5176

EVANS CREEK CANOE LAUNCH
U.S. #1 NORTH OF WALTON ROAD

SAVANNAS EDUCATION CENTER
2541 SE WALTON ROAD

WATER QUALITY IMPROVEMENTS RESTORATION IN NORTH FORK OF ST. LUCIE RIVER

CROSSTOWN PARKWAY EXTENSION

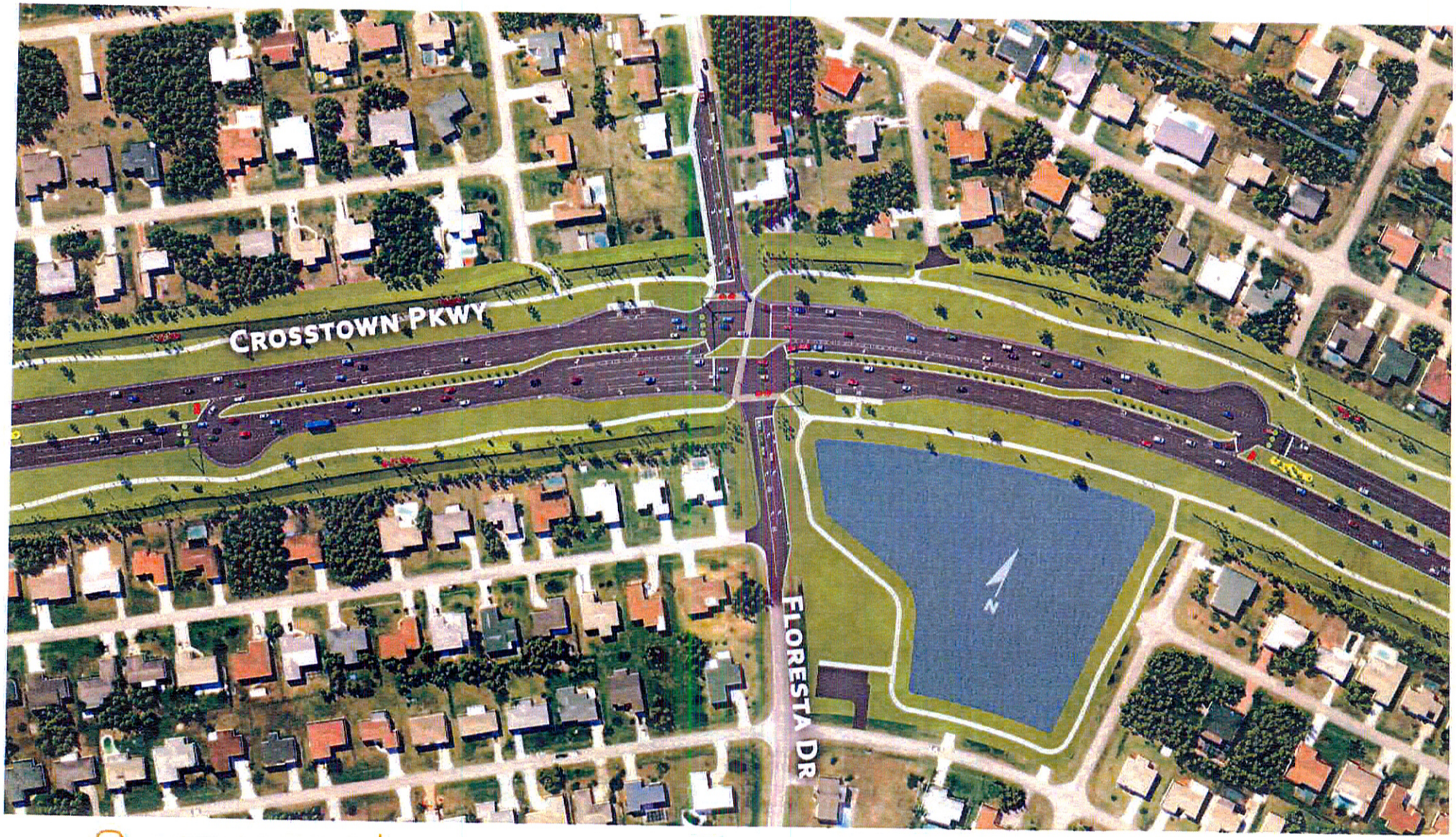
crosstown

RS&H

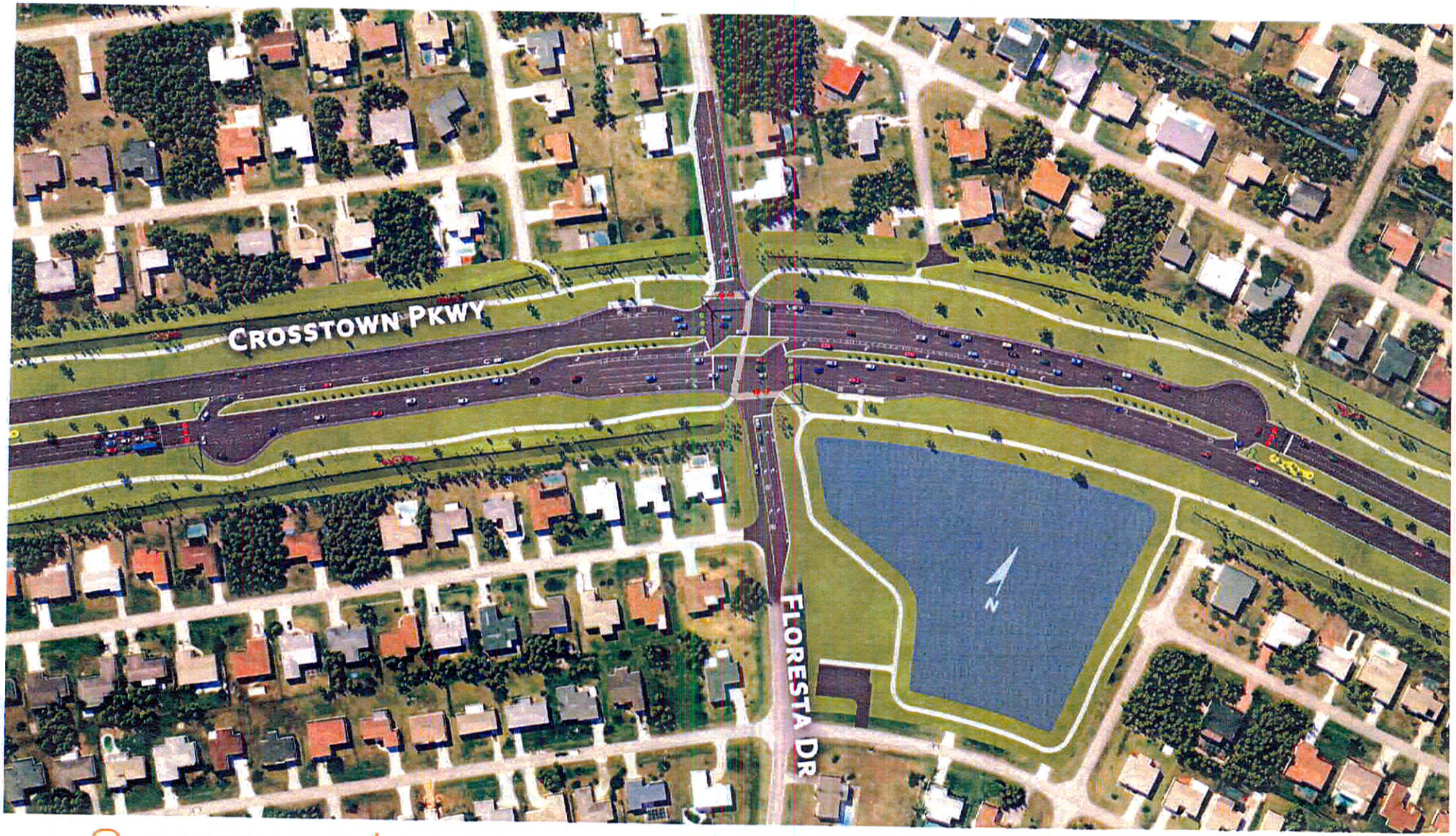
CROSSTOWN PARKWAY EXTENSION

crosstown

RS&H



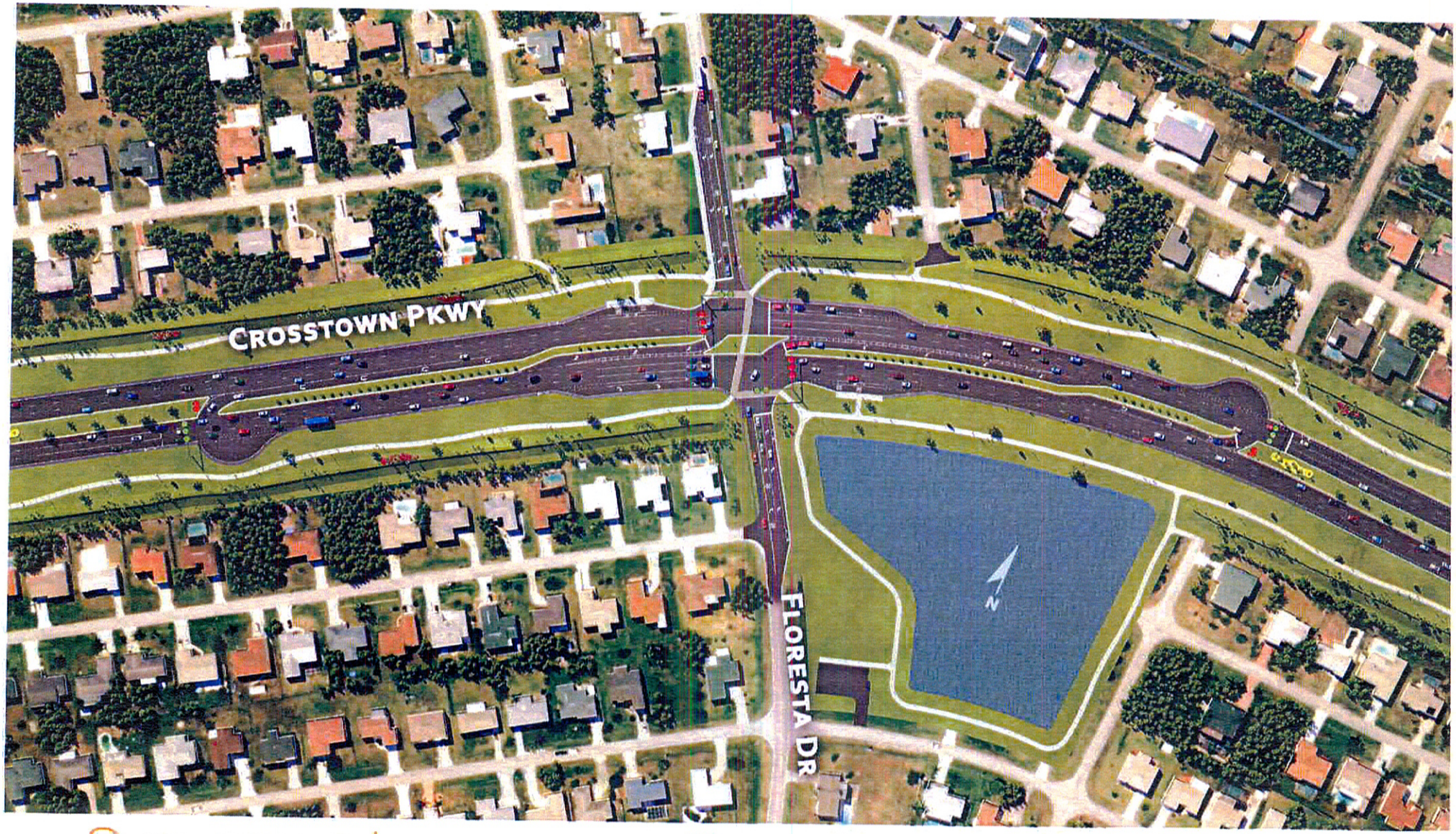
SUPERSTREET INTERSECTION - PHASE 1



SUPERSTREET INTERSECTION - PHASE 2

crosstown

RS&H



SUPERSTREET INTERSECTION - PHASE 3

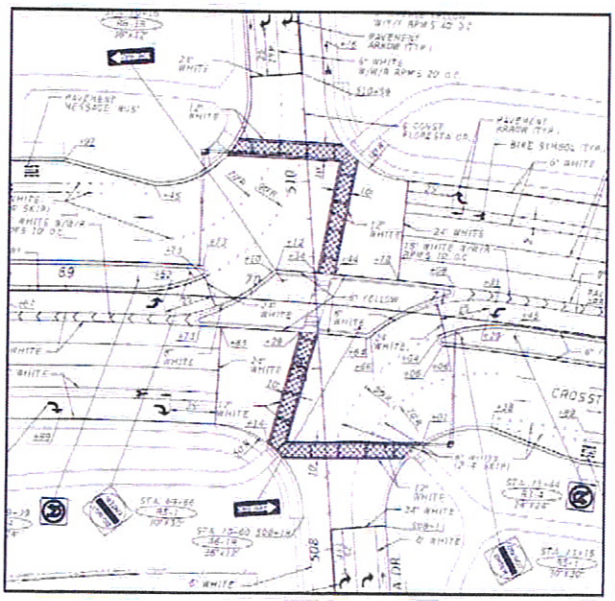
Benefits of the Superstreet

- ✓ A traffic phase is eliminated, improving intersection efficiency
- ✓ Future Widening of Floresta Dr. to 4 lanes accommodated without acquiring additional property
- ✓ Potential crashes are reduced and less severe than for a traditional intersection
- ✓ Pedestrian safety improved:
  - Provides large refuge in median
  - Eliminates potential conflict between pedestrians and left-turning vehicles on Crosstown Parkway.

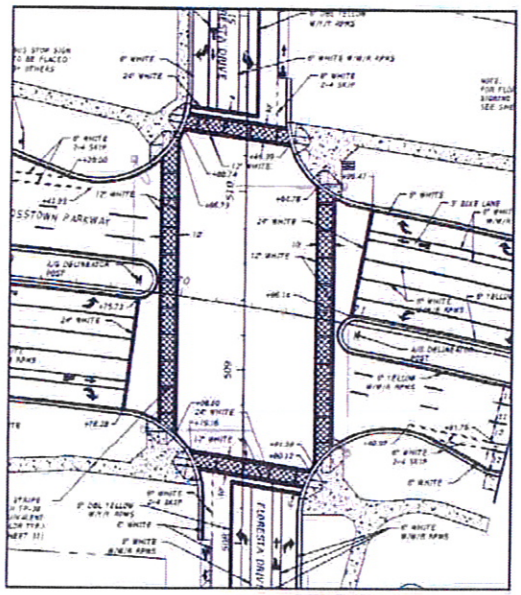
Superstreet vs. Traditional Intersection Design

Measurement Criteria	Traditional	Superstreet	Improvement
Opening Year Grade (2017)	E	B	3 Levels
Design Year Grade (2037)	F	C	3 Levels
Conflict Points	32	14	56% fewer
Average Delay Time	122.6 sec	14.7 sec	8 times faster

Superstreet Intersection



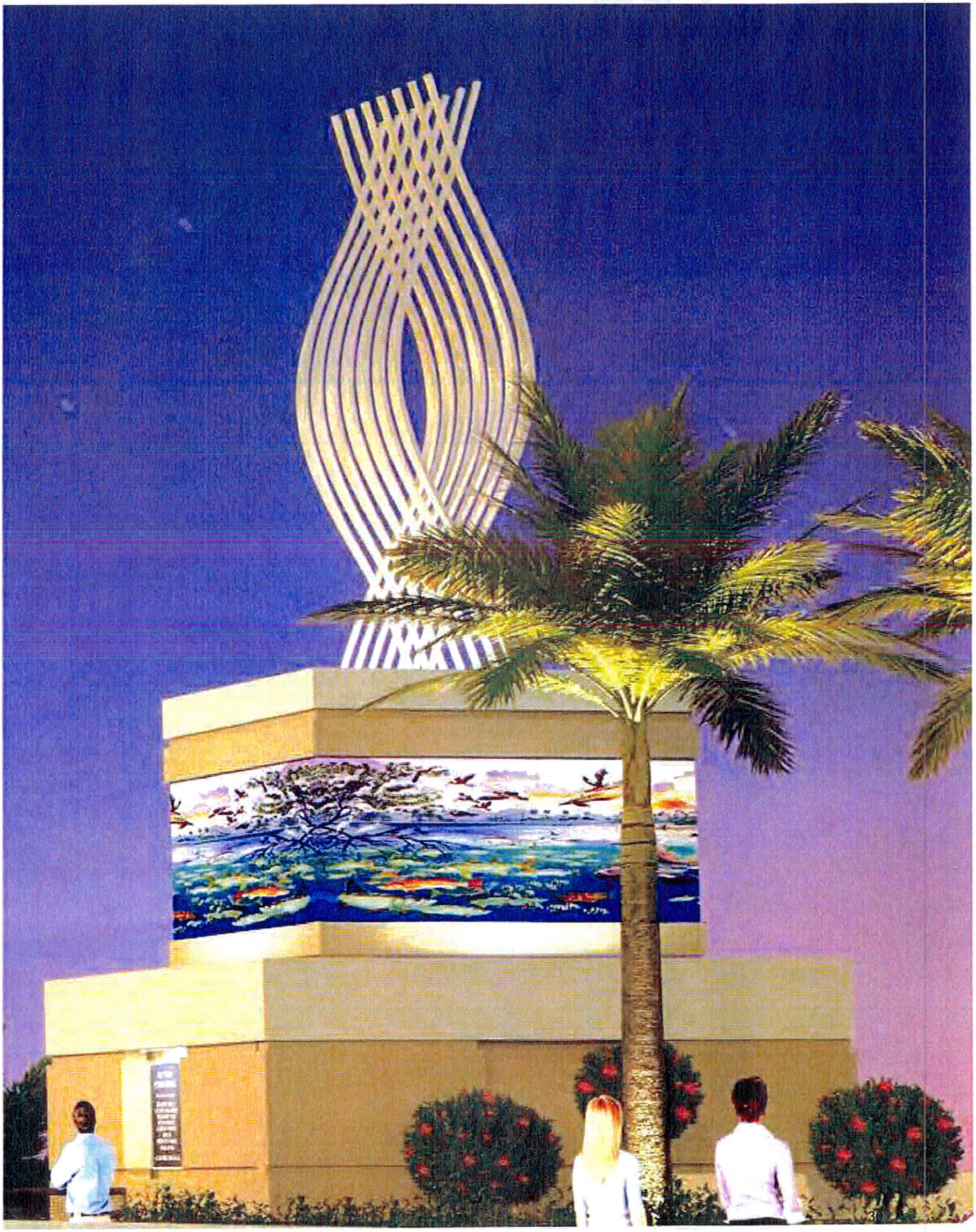
Traditional Intersection



crosstown

Archer Western

RS&H



CROSSTOWN PARKWAY EXTENSION DESIGN/BUILD PROJECT

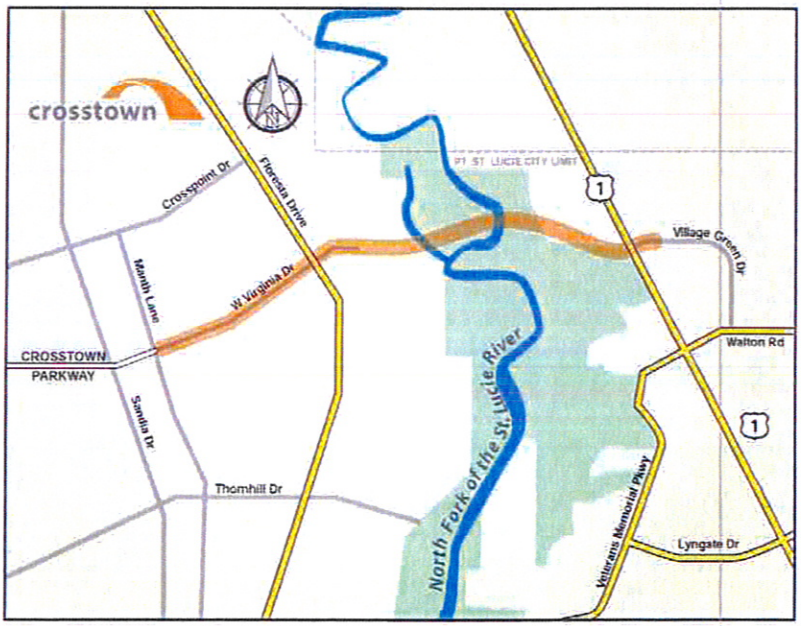
from Manth Lane to U.S. 1
City of Port St. Lucie

Welcome!

The Crosstown Parkway Extension Design/Build Project involves providing a new bridge crossing over the North Fork of the St. Lucie River in the City of Port St. Lucie, connecting the existing Crosstown Parkway from Manth Lane to U.S. 1. The project extends along the existing West Virginia Drive, crossing over the North Fork of the St. Lucie River and connecting into U.S. 1 at Village Green Drive. The project is approximately two miles with the bridge being approximately 4,000 feet.

This is a Design/Build project which combines the design phase of the project development with the construction phase. This type of project allows the City of Port St. Lucie to complete projects in less time and at a cost savings.

Construction for the project is estimated to begin Mid 2016. The estimated design and construction costs for the project are $86.9 million.



Purpose of the Project

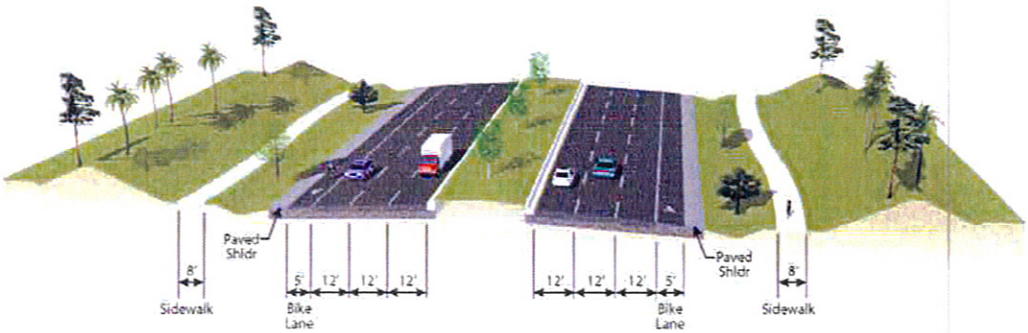
The six lane divided highway and bridge will serve as a multi-modal transportation alternative to include accommodations for automobile, bicycle, pedestrian and public transit. The project will help alleviate traffic congestion, providing relief to the two existing crossings of the North Fork of the St. Lucie River at Port St. Lucie Boulevard and Prima Vista Boulevard. The project will improve public safety, emergency response times, help reduce travel times and enhance mobility.

Features of the project include:

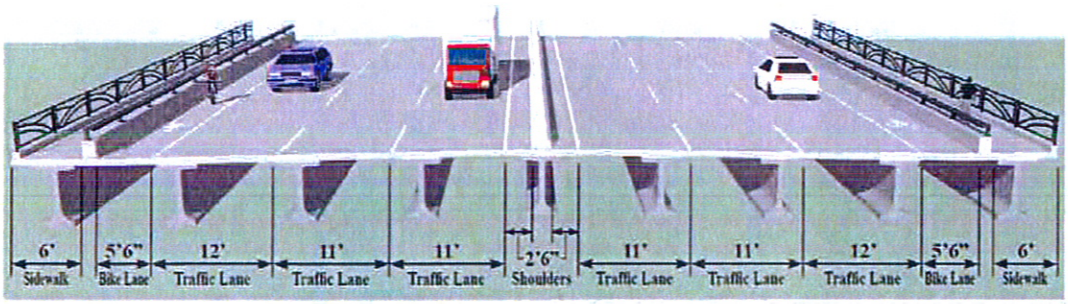
- Dedicated Bicycle Lanes in each direction
- Signalization at the existing West Virginia Drive and Floresta Drive Intersections
- Raised Landscaped median
- Green space with a wide pedestrian parkway on both sides, west of Floresta Drive
- Aesthetically pleasing pedestrian railing over the bridge
- Pedestrian and Highway Lighting
- Architectural treatments
- Landscaping
- Drainage

For more information on the project, visit our website at www.crosstownextension.com.
For questions, please contact the Crosstown Parkway Extension Project hotline at 772-871-5176.

Typical Section



Typical Section West of Floresta consists of three 12-foot travel lanes and a 14-foot outside shoulder, including a five-foot paved designated bicycle lane in each direction. Travel lanes are separated by a 32-foot raised landscaped median. Consistent with the Crosstown Parkway to the west, a wide area of green space with a wide pedestrian parkway will be constructed on both sides of the parkway within the right of way.



The bridge typical section consists of twin structures, each consisting of two 11-foot travel lanes, one 12-foot outside travel lane, a five-foot outside shoulder / bicycle lane, a two-foot, six-inch inside shoulder, a one-foot, six ½-inch inside traffic barrier, a one-foot six-inch outside traffic barrier between the sidewalk and outside shoulder/bicycle lane, a six-foot sidewalk, a nine ½-inch pedestrian railing, and a two-inch gap between the structures.

East of the North Fork of the St. Lucie River, the proposed typical section consists of a six-lane cross section with three 12-foot travel lanes and a five-foot designated bicycle lane in each direction, separated by a 30-foot raised grassed median.

All Crosstown Parkway sections will include a six-lane divided roadway, four-foot bike lanes, six or eight-foot wide sidewalks, landscaping, up-lighting in medians, pedestrian and bridge lighting.

Thank you!

Your attendance at this Design Open House is appreciated. We value your participation and ask that your written comments be placed in the comment box or mailed to 3510 SW Corporate Parkway, Palm City, Florida 34990, no later than January 27, 2016. We invite you to visit **www.crosstownextension.com** for more information, project updates and to sign up to receive emails regarding the project. Please feel free to contact us should you have a question.

Beth Zsoka

Project Public Information Officer

3510 SW Corporate Parkway, Palm City, Florida 34990

Project Hotline: (772) 871-5176

crosstown

COMMENT FORM

Design Open House

Crosstown Parkway Extension Design/Build Project
from Manth Lane to U.S. 1 in Port St. Lucie, Florida

Port St. Lucie Community Center, 2195 SE Airoso Boulevard

Wednesday, January 13, 2016 from 5 p.m. to 7 p.m.

Please provide your comments below. If more space is needed, please use an additional sheet of paper. You may place your comments in the "comment box"provided at the meeting, or send to Beth Zsoka, Project Public Information Officer, at the address on the bottom or by email at Beth.Zsoka@QCAusa.com. Please forward all comments by January 27, 2016.

Name _____

Address _____

City, State, Zip _____

Phone Number _____

Email _____

Mail to:
Mrs. Beth Zsoka
Project Public Information Officer
3510 SW Corporate Parkway
Palm City, Florida 34990

Fold Here Second and Tape Edge

Place
Stamp
Here

Mrs. Beth Zsoka
Project Public Information Officer
3510 SW Corporate Parkway
Palm City, Florida 34990

Fold Here First

TECHBRIEF

Restricted Crossing U-Turn Intersection

FHWA Publication No.: FHWA-HRT-09-059

FHWA Contact: Joe Bared, HRDS-05, (202) 493-3314, joe.bared@dot.gov

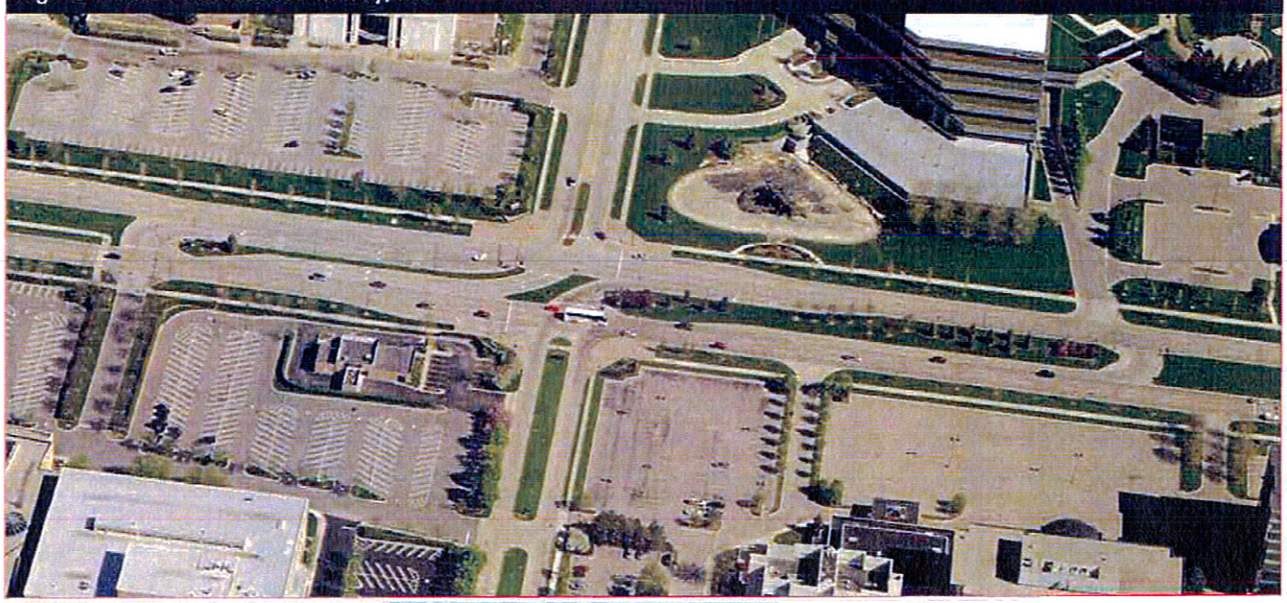
This document is a technical summary of the Federal Highway Administration report, *Alternative Intersections/Interchanges: Information Report (AIIR)* (FHWA-HRT-09-060).

Objective

Today's transportation professionals, with limited resources available to them, are challenged to meet the mobility needs of an increasing population. At many highway junctions, congestion continues to worsen, and drivers, pedestrians, and bicyclists experience increasing delays and heightened exposure to risk. Today's traffic volumes and travel demands often lead to safety problems that are too complex for conventional junction designs to properly handle. Consequently, more engineers are considering various innovative treatments as they seek solutions to these complex problems.

The corresponding report, *Alternative Intersections/Interchanges: Informational Report (AIIR)* (FHWA-HRT-09-060), covers four intersection designs and two interchange designs. These designs offer substantial advantages over conventional at-grade intersections and grade-separated diamond interchanges. The *AIIR* provides information on each alternative treatment and covers salient geometric design features, operational and safety issues, access management, costs, construction sequencing, and applicability. This TechBrief summarizes information on one alternative intersection design—the restricted crossing U-turn (RCUT) intersection (see figure 1).

Figure 1. RCUT intersection in Troy, MI.



U.S. Department of Transportation
Federal Highway Administration

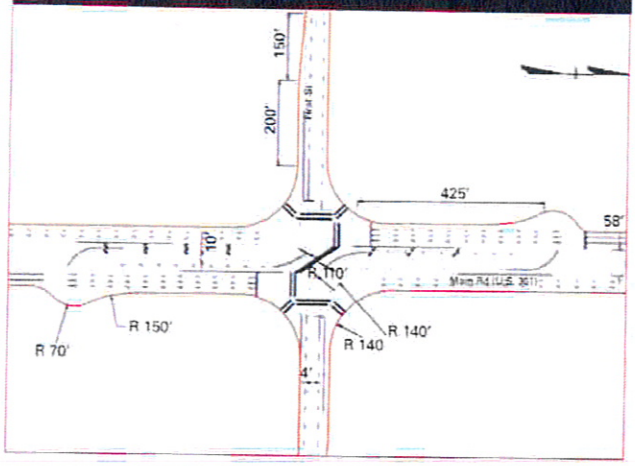
www.tfhrc.gov

Research, Development, and Technology Turner-Fairbank Highway Research Center 300 Georgetown Pike, McLean, VA 22101-2296

Introduction

The RCUT, also referred to as the superstreet intersection or J-turn intersection, is characterized by the prohibition of left-turn and through movements from side street approaches as permitted in conventional designs. Instead, the RCUT intersection accommodates these movements by requiring drivers to turn right onto the main road and then make a U-turn maneuver at a one-way median opening 400 to 1,000 ft after the intersection. Left turns from the main road approaches are executed in a manner similar to left turns at conventional intersections and are unchanged in this design (see figure 2). Left-turn movements from the major road could also be removed at primarily rural unsignalized RCUT designs.

Figure 2. Typical RCUT plan view with crossovers on mainline approaches.



RCUT intersections have been constructed in several States following the introduction of the concept in the early 1980s.[1] An RCUT at a location in Michigan is shown in figure 1. Other installations include three unsignalized RCUT intersections on U.S. Route 301 on Maryland's Eastern Shore and two on U.S. Route 15 in Emmitsburg, MD. One of the Emmitsburg, MD, installations is shown in figure 3. RCUT intersections have also been recently installed at several locations in North Carolina, including a 2.5-mi stretch of U.S. Route 23/74 in Haywood County, where three RCUT intersections were installed. Five RCUTs were also installed on Route 1 in Lee and Moore Counties, and three were installed on a signalized corridor of U.S. Route 17 in Brunswick County.

Figure 3. U.S. Route 15 RCUT intersection in Emmitsburg, MD.

Geometric Design

Geometric aspects of RCUT intersections can vary, but a typical design is shown in figure 2 and discussed as follows:

- The RCUT intersection has either no median openings at the intersection or has only one-way median openings for the exclusive use of left-turning traffic from the main road.
- Desirable minimum median widths between 40 and 60 ft are typically needed to accommodate large trucks so that they do not encroach on curbs or shoulders. RCUT intersections with narrower medians need bulb-outs or loons at U-turn crossovers (see figure 4).
- The spacing from the main intersection to the U-turn crossover varies in practice. The American Association of State Highway and Transportation Officials recommends spacing of 400 to 600 ft based on signal timing.[2] The Michigan Department of Transportation recommends 660 ft ±100 ft, and the North Carolina Department Transportation standard minimum spacing between main intersections and crossovers is 800 ft.
- Driveways should not be allowed near the main intersection or on the opposite side of

Figure 4. Movement in a loon at a crossover that features two U-turn lanes.

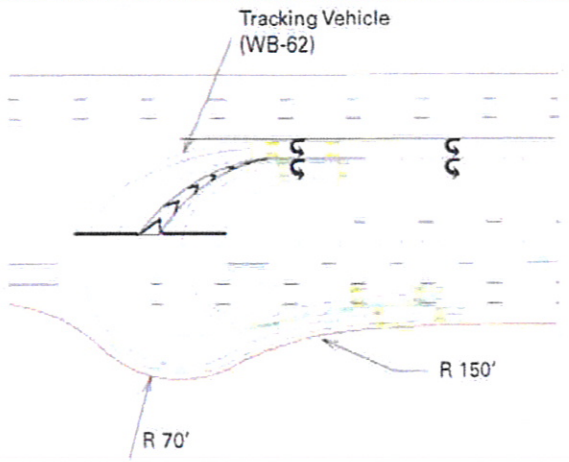
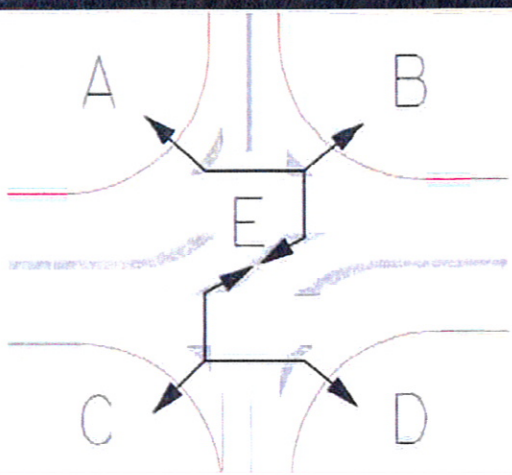


Figure 5. Pedestrian movements in an RCUT intersection.



the arterial from the median U-turn (MUT) to reduce the chance of wrong-way movements in the crossover.

- Pedestrian crossings of the major road at the RCUT intersection are usually accommodated on one diagonal path from one corner to the opposite corner (see figure 5).

Traffic Signal Control

One typical design (as in figure 2) of an RCUT intersection may have three distinct intersections operating under traffic signal control with just two phases and relatively short cycles. Signal warrants provided in the *Manual on Uniform Traffic Control Devices (MUTCD)* provide key guidance on the justification for signal control at the locations where U-turns are made.[3] One theoretical benefit of the RCUT intersection is that signal controllers for one direction of the arterial could be operated independently of the signal controllers for the opposite direction of the arterial. It is also feasible to use one controller for the three signal locations.

Operational Performance

The traffic simulation software VISSIM was used to compare the operational performance of RCUTs to conventional intersections. Five RCUT designs were modeled for three traffic scenarios and compared to conventional intersections. For the case where the minor flow was less than 0.2 of the total flow, simulation results indicated the following:

- Up to a 30-percent increase in throughput (i.e., the number of vehicles exiting the intersection).
- Up to a 40-percent reduction in network intersection travel time.

Safety Performance

RCUT intersections have 18 conflict points compared to 32 at conventional intersections. The RCUT intersection appears to offer substantial safety advantages over conventional intersections. For example, for the RCUT intersections on the U.S. Route 23/74 corridor in North Carolina, there was a 17-percent decrease in total crashes, a 31-percent decrease in total crash rate, a 41-percent decrease in fatal/injury crashes, and a 51-percent decrease in fatal injury crash rate. Higher reductions were observed for the three unsignalized RCUTs that replaced conventional intersections on the Eastern Shore of Maryland. For the U.S. Route 17 corridor in North Carolina, total crash rates were found to be lower than the 10-year average for 25 signalized conventional intersections in Charlotte, NC, with comparable annual average daily traffic.

Applicability

RCUT intersections are typically implemented as part of a corridor treatment; however, they can be used at isolated intersections. Unsignalized RCUT intersections preserve corridor capacity and can be installed without the adverse effects of signal control. Scenarios where RCUT intersections are most applicable include the following:

- Relatively low to medium side-street through volumes and heavy left-turn volumes from the major road.
- The minor road total volume to total intersection volume ratio is typically less than or equal to 0.20.
- Areas where median widths are greater than 40 ft. For narrower medians, loons on the shoulders need to be constructed.
- For intersections with very high left-turn and through volumes from the side road approaches, RCUT intersection design is not the optimum choice. Refer to the *AIIR* for other alternative treatments.

Summary

RCUT intersections reroute minor street left-turn and through movements to an MUT crossover and thereby provide major advantages, including reduced delay and congestion for through traffic on the major road and reduced opportunities for crashes compared to conventional designs. More details on the RCUT intersection can be found in the full *AIIR* available from the Federal Highway Administration.

References

1. Kramer, R.P. (1987). "New Combinations of Old Techniques to Rejuvenate Jammed Suburban Arterials, Strategies to Alleviate Traffic Congestion," Conference Proceedings, *Institute of Transportation Engineers*, 139–148, Washington, DC.
2. American Association of State Highway and Transportation Officials. (2004). *A Policy on Geometric Design of Highways and Streets*, Washington, DC.
3. Federal Highway Administration. (2003). *The Manual on Uniform Traffic Control Devices (MUTCD)*, Washington, DC.

Researchers—This study was performed by Principal Investigators Warren Hughes and Ram Jagannathan. For more information about this research, contact Joe Bared, FHWA Project Manager, HRDS-05 at (202) 493-3314, joe.bared@dot.gov.

Distribution—This TechBrief is being distributed according to a standard distribution. Direct distribution is being made to the Divisions and Resource Center.

Availability—This TechBrief may be obtained from the FHWA Product Distribution Center by e-mail to report.center@dot.gov, fax to (814) 239-2156, phone to (814) 239-1160, or online at http://www.tfhrc.gov/safety.

Key Words—Superstreet, Alternative intersection, Restricted crossing U-turn, and RCUT.

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OCTOBER 2009

FHWA-HRT-09-059
HRDS-05/10-09(3M)E

crosstown

Crosstown Parkway Extension Project
Summary of Written Comments from the January 13, 2016 Design Open House

1) Reserving judgement on the Floresta Intersection

2) I'm very concerned with the noise and dirt of our house. Also now I have several ways to leave my house and now I won't. I'm worried about my pool one of a kind and being damaged during construction.

3) Your making it difficult to turn left onto Prima Vista from Floresta going north. It appears that Floresta and Prima Vista intersection will be "closed" for a time. Bridge looks ok, a bit overdone with the murals and so on. Canoe ramp is very small.

4) Why are we spending so much money on sculpture on a bridge that is going to be destroyed by future storms?

5) We bought a house near Crosstown in 2014 and are very excited to have this beautiful bridge with access near our house. The sooner, the better! (without sacrificing quality).

6) Living on Chaloupe and exiting onto Floresta – the intersection of Crosstown and Floresta – looks like a confused intersection. We understand this is only a proposal and wonder what the other options might be.

7) Everyone who lives off of Floresta (particularly east side of Floresta) has repeatedly asked that traffic flow be improved after 20 years of lies about widening Floresta, the summer meeting told the public it would never happen due to an 80 ft. right of way. They were told South Florida would be able to get on Crosstown at a (West Virginia) light – not that you would have to be in the left turn lane and drive two blocks to a turnaround – back two blocks to a second street light to be able to go north on Floresta to Prima Vista. Just look at how many lights people have to sit through to turn left from US 1 into Walmart. That's what will occur here at peak 8:00 a.m. to 4:00 p.m. You can't make a left turn lane long enough to make it feasible to move more than a few cars through to approach your ridiculous turn around.

This will have to be removed eventually as it was done in other states that thought this was a great idea. At great cost and waste. I commend you on the boondoggie of the century and believe I will start supporting any and all obstruction to the building on the crosstown bridge from this point forward.

8) The Floresta Interchange plan is horrible! Too many lights and U-turns. I was told the lights would be synchronized. Yeah right! You cannot synchronize the two lights over 95 at Crosstown and at Becker Road. Plus it is too confusing especially for our snowbirds. You cannot get them to understand a turn lane. Bad idea!!

9) With regards to environmental groups opposition to the approved route, I say it must be realized, environmental opposition to the development of PSL would have left many homes and businesses now in existence with no place to go. This is part and parcel to the progress of any municipality. I agree we must do all we can to preserve sensitive lands, but we also must progress in a sensible way. Minimizing environmental impact and mitigating necessary impact is essential. I believe the planners have done this. Many of us would not be living or working here now if environmentalists stopped the progress we have experienced to date.

10) Not impressed with the Floresta intersection.

11) I do not like the Floresta interchange. You have to do better. What you have sucks stinks will create more problems. Build a bridge over Floresta, not what you have now. Dust control have a 32 ft motor home which is a beast to keep clean. What are you going to do to keep it clean?

12) I wish that the parkway would fly over the intersection with Floresta to keep it simple. You may need more parking spaces under the bridge because it would be good for carpool parking as well as those recreating. Glad hubby will have a kayak launch!

13) a) Save money and opt to install no decorative monuments at the bridge approaches. Instead, maybe install a nice, two-posted sign at each approach.

b) It appears that there are far too many street lights along the existing Crosstown roadway. Is it possible to have them more spaced apart for the proposed section.

c) The protected U-turn cut outs look innovative but I'm curious to know how often semis are actually going to use them.

14) The "Superstreet" intersection concept should be TRASHED. Stick to "tradition" and leave the pathetic experimentation for the U.S. West Coast. I'm sure glad I don't reside near or along Floresta.

15) a) Berm behind my house – I do not feel that 5'-6' is high enough

b) Endangered species – burrow with gopher tortoises behind my house in woods they will be cutting down – how do I ensure they check burrow and relocate animals

c) Drainage – since they put the drain at Crosstown and Manth, our street has had more water than before this was done – lawns have flooded where they never have before.

d) Manth Lane – as a result of current parkway – traffic on Manth has increased

e) I think closing off our access to Crosstown West is ridiculous – no left on Manth? Closing Ocean Blvd.

f) How many feet between my property line and Crosstown?

g) Emergency vehicles – with closing off several streets in the area, the route for emergency vehicles will involve more time getting to my area – ambulance, fire dept.

h) Why did they choose the route Florida Wildlife specifically advised would most negatively impact the environment and species that inhabit the area around the river?

i) Berm – concerned water will run down berm into my backyard and cause water to pool – would compromise my fence, cause erosion, and bring more mosquitos

16) A curfew for parking, dawn to dust on Coral Reef Street. Curfew would provide some sense of security during nighttime hours

17) On the phase three (small map) it shows a crosswalk across the Floresta intersection. It would be great if you could create a crosswalk bridge over the intersection at Floresta. The elementary school is so close and there are many many children that walk to school. I fear an accident waiting to happen because small children are trying to cross a six lane highway. The map already looks like a bridge crossover – I think it looks great. We are excited – but safety is a real concern for my neighborhood.

18) Because of my location to the improvement, my concern is founded. I would like to see the drainage canal behind my house extended to the river to accommodate a small water craft (22ft boat) for dockage. The noise is going to make my house somewhat less desirable at least for me. To offset some of my discomfort it would be nice to put my boat behind my house.

19) Looks great – love it. No change needed.

20) Outstanding. It's obvious that tremendous effort went into preparing this project. It'll have a positive impact on the community, thanks in part to the attention to detail. The presentation was impressive. My comments are that the excellence in design speaks highly of the engineers and city officials that helped put this together. Very fine work.

21) Completion date? Looking forward to AS SOON AS POSSIBLE.

22) All the statues are excellent – why can't you use all four – one on each of the plinths? I would love to see all of them gracing the entrances to the bridge. Please seriously consider this – why do they have to be symmetrical? Boring!

23) We are very excited about this project and appreciate this open house. Thank you. What is the projected completion date? Design looks very nice!! Travel lanes separated by 32 foot raised landscaped median.

24) The lighting on the bridge needs to be directed downward to light the road but not the sky or surrounding areas – just the road. I was told the "aesthetics" are already within the cost of the bridge. If this is so, then I voted. If there will be additional cost for these "aesthetics," then forget them completely.

25) Consider limiting the hours of operation on the kayak launch under the bridge (sunrise – sunset) also installing gates to close the parking lot at sunset (to protect the neighborhood). The bridge abutments look like a fortress (too big/gaudy)

26) a) We are not Palm Beach! We do not need to spend tax payer money on statues!

b) The intersection of Floresta and Crosstown is going to be really confusing! Why not make it like Crosstown and Sandia? It will be horrible getting to Floresta Pharmacy from my house!

c) I'm concerned about the air quality and hope semi trucks will not be permitted.

d) Is anything happening to intersection of Chaloupe and Floresta?

e) Are you going to put sidewalks on Floresta?

27) Limit the amount of large semi-trucks to cross new bridge. Parkway should be for cars and light trucks only.

28) Since this roadway is called a parkway – I would like you to take into consideration the size (limit) of semi-trucks that can use the roadway and US 1 straight through to I-95 is a no brainer. For the driver – Prima Vista is too crowded also Port St. Lucie Boulevard is too long to get to I-95.

29) I am particularly partial to the traffic diversion at Crosstown and Floresta. I live off Floresta and welcome the idea of less traffic. I also love the pond at the intersection. I hope there will be lots of palm trees near the bridge. It has really improved the 95 at Crosstown. Hopefully there will also be fishing allowed near the bridge as well.

30) I like the proposed intersection design because it will reduce traffic on Floresta and has a safer pedestrian crossing.

31) I don't want any of the aesthetics. We don't need to spend more and this can add to traffic accidents, since it can be a driving distraction.

32) There should be a traffic light at Floresta and Walters Terrace E side. The traffic is pretty heavy now and with the bridge I'm expecting having long wait time to turn onto Floresta.

33) Lighting needs to be reworked. Lights that Fort Pierce has in neighborhoods just north of Edwards Road and West of Oleander. The lights shine on the ground only and not on the surrounding trees, plants or buildings. In flag staff only use these type of lights. Please check them out. Port St. Lucie could also use these when putting in new street lights. The "art work" is a waste of money. That money could be used to benefit the people of PSL in many ways. I believe that it will be a distraction to drivers and more accidents on the bridge will happen due to on lookers.

34) Since obviously nothing happens overnight you have time to educate the drivers. People speed, drivers run red lights and I am afraid that without many many workshops this will be disasters waiting to happen.

35) I approve the project.

36) Good luck! God Bless! Wish bill was here to see this.

37) Put the paved shoulder at the edge of the road and put the bike lane where the shoulder was, ie, reverse order. I have seen so many vehicles on the existing Crosstown wander onto the bike lane.

38) I came here expecting to not like this. After watching the animation and talking to the people explaining it, I'm sold. It is an improvement over a standard intersection. All we need to do is convince the public that something different can be better.

39) Our neighborhood has already lost so much...homes, families, and good neighbors. Don't take my direct route home from me also. I need to be able to go up Floresta without making three turns to go straight. This is ridiculous! Please remember this is a city for all ages. I am a busy mom who needs a direct route to and from my home...not a U-turn. Don't make the city more confusing for those of us who live in this neighborhood. Don't take away more than you already have. Also, this will encourage

locals to use Coral Reef as the new north south corridor to avoid a crazy intersection. It is only pushing the problem to another street. This makes no sense!!

40) We would like car parking near to walking areas. Also benches please.

41) Floresta intersection is very confusing. Looking forward to a better concept in the future.

42) Let's get it done!!!

43) The Crosstown is needed but I wish another route was chosen for the bridge. Also I live off Floresta and am concerned about traffic backing up, as Floresta is the 1st intersection coming west from US 1. Also Walters Terrace needs a traffic study and a lower speed limit!

44) I am so happy to finally see the day that this project will be taking place. This is just what Port St. Lucie needs. It is a beautiful City and this will make it more beautiful. No matter what design is chosen, it will be beautiful. I just want to say thank you, thank you, thank you to all that is involved in this project, especially the Mayor.

45) Pleased with design – hope Floresta intersection works ok – good luck with it – we are waiting for it to open – staying in traffic at old bridge actually creates more pollution (gas fumes) then new road over river – keep up the good work – and great building at Savannas.

46) Let's get it done! Will be a very pleasing eye appeal, bridge and approaches. People will utilize walkway areas, biking, running as they do now over Palm City Bridge and need parking areas as I see in photos which will encourage more recreation in the area.

47) Excellent designs and traffic flow!! Get done quickly!!!

48) Just glad the project doesn't end at SC Boulevard since I live in Savanna Club. NIMBY. A much needed roadway now and for the future. PSL and area is growing quickly.

49) Build the bridge and get over. I want to be alive so I can drive on it before I die.

50) Love design – please finish project!

51) Manth Lane traffic is a disaster between Crosstown and Thornhill – Manth Lane is a narrow residential road currently producing in excess of 900 cars per day – Sandia has setbacks for widening – Floresta, Airoso, and Bayshore are all multilane roads. Close Manth Lane to the Crosstown. Do not allow a narrow residential road to be a speedway connection between Thornhill and the Crosstown – or buy us all out and improve the Manth Lane Speedway!

52) I hope that all problems with the building of this bridge can be resolved as soon as possible. I feel that nature and the environment is important, but we who live, work and visit Port St. Lucie need another bridge over the St. Lucie River, from I-95 to US Hwy 1. My wife and I moved here when Port St. Lucie Boulevard was only two lanes out west. Also in case of a hurricane, we will need to move the people from eastern PSL, west to the Florida Turnpike and I-95.

53) Not that you care...this whole project has been a difficult, heart breaking and infuriating process. It makes my stomach turn to see everyone so happy to "get over the river" faster with little to no regard for the people misplaced or remaining close to this parkway. To date not one councilperson has reached out to our family – before, during or after property acquisition. Linda Bartz – I've always

supported you – you've totally lost my vote – all you had to do was return one lousy phone call. You didn't. You were absent through the whole process- but, I see you here tonight full of smiles. Shame on you!! You obviously do not care. This bridge seems a bit extreme. Is this another factor for my 18 % property tax increase? P.S. The U-turn lanes look dangerous.

Not that anyone will contact me about my concerns.

54) The design seems very nice and functional. The bridge sculptures designs are very pretty. Visit this website to see "McCormick Boulevard Sculpture Park" in Chicago, IL. Suburbs. Sculpturepark.org Some of the ideas might work well along Crosstown. Involving the community and schools would be a nice addition to the project. The project includes nice outdoor activities. It would be nice to include a performance art outdoor space into the design. The space could be used for outdoor plays, talks, "nature" talks, the space would be nice for summer camps, schools and adults to enjoy. The main concern is the traffic on Floresta – without Floresta being wider the traffic will be hard to deal with especially during the morning and evening travel. We live close! There should be a contest to name the bridge. Get people involved! An advisory board for Crosstown may be good to better involve the residents. They would be advisory only. A partnership like this government and community is key. I would hope that since we have many talented residents their advice would be valuable. I would welcome speaking to staff more about how to incorporate the arts more into the design and willing to work together on any projects.

55) The intersection at Floresta is horrible! There is no way to cross the Crosstown on Floresta south to north! Ridiculous! Not safe!! Little concerned about the big trucks and noise. Those Jake breaks are loud. Not enough folks available to talk to tonight – another dog and pony show.

56) The route of this bridge effects too much environmentally sensitive lands / water. The length of time of construction will negatively affect fish and wildlife. There is an eagle's nest and several manatees in area. When they shored up a local drainage canal into river – 3X containment equipment was found floating down river and all the construction debris was going in the water – damaging environment and that was only one small canal! Against canoe ramp at Coral Reef – increase in traffic on Coral Reef, no bathrooms, great area for homeless kids to hang out. The horrible traffic congestion at Floresta will be a nightmare. People can't even drive around circles – let alone that – we'll have our own "confusion square!"

57) I live off Floresta Drive and on rush hour takes me some time – seven minutes – to get to travel on Floresta because so many motorists are using Floresta as a ramp between Port St. Lucie that is so busy and Prima Vista Boulevard. I like this idea because it will reduce traffic on Floresta.

58) Looking forward to Friday Fest under or at the bridge ☺ Way to go! Looks amazing.

59) My home is on Faith Terrace – ending or starting at Sandia. There is a stop sign at this point however I cannot make a left turn to go on the Parkway. This I find very inconvenient. Hopefully when completed there will be a change made enabling residents to make the left turn. Thank you

60) I feel Floresta and Crosstown should have the same set up as all the other intersections. Example: light with the ability to turn. This U-turn business seems crazy for trucks and buses.

61) Bridge height should be minimum 25' at mean low water. November 25, 2008 letter from City of PSL City Engineer Walter England states Coast Guard indicated the bridge must provide minimum clearance of 18.58 feet above mean high water is just that a minimum. State, County and City are depriving home owners full use of their river. As voted on by River Park Neighborhood Association.

62) Evergreen and Preston has had 11 fender benders in the past two years! After my mother was hit at the mail box on Evergreen, the speed was dropped to 25! Traffic hasn't showed enough for a stop sign! Our corner (E&P) has been a bus stop for 10 years! This doesn't help any traffic slow down either! There may be a patrol in the area, however, the presence is sparse! The problem will become worse on Evergreen because of the proposed traffic flow!

63) The squiggly line design looks too much like late 20th Century art from behind the "Iron Curtain." The bird design is suitable but the bird is not well defined. The fish and mangrove designs look the best.

64) Love the parkway. Super Intersection?

65) When will the project start? Finish? Why are residents still living on West Virginia close by the river? Don't hold up progress!! It looks great!!

66) This monstrosity will completely change the quiet community atmosphere of the area. It looks better suited to Miami or some other congested city. I definitely did not move here for this!

67) I do not like the Z Intersection. Traditional worked on Airoso and Bayshore, it should work just fine at Floresta. Please keep the height of the bridge at least 19 feet 6 inches at high tide, to match / equal Port St. Lucie Boulevard Bridge. Do not restrict the size of our boats and lower our property value.

68) I attended the information session but I do not have clarity on whether there will be a children's playground on either end of where West Virginia used to be. I see the retention pond at Floresta and Albatross but don't see what the extra green space will become. I'm sad to lose our neighbors at the end of Floresta and Albatross. I didn't know they would be gone too. Please keep big trucks off of Crosstown and Floresta.

COUNCIL ITEM 13A
DATE 2/8/16

ADDITIONAL BACK UP MATERIAL

ITEM 13 A

NEW BUSINESS

CROSSTOWN PARKWAY EXTENSION PROJECT

PUBLIC INFORMATION MEETING REPORT

crosstown

Design Open House Summary

City Council Meeting
February 8, 2016
City of Port St. Lucie

Archer Western RS&H TEG TARGET ENGINEERING GROUP, INC. Cardno QCA Quest Corporation of America

Design Open House

Wednesday,
January 13, 2016

City of Port St. Lucie
Community Center

5 p.m. to 7:30 p.m.

Open Forum

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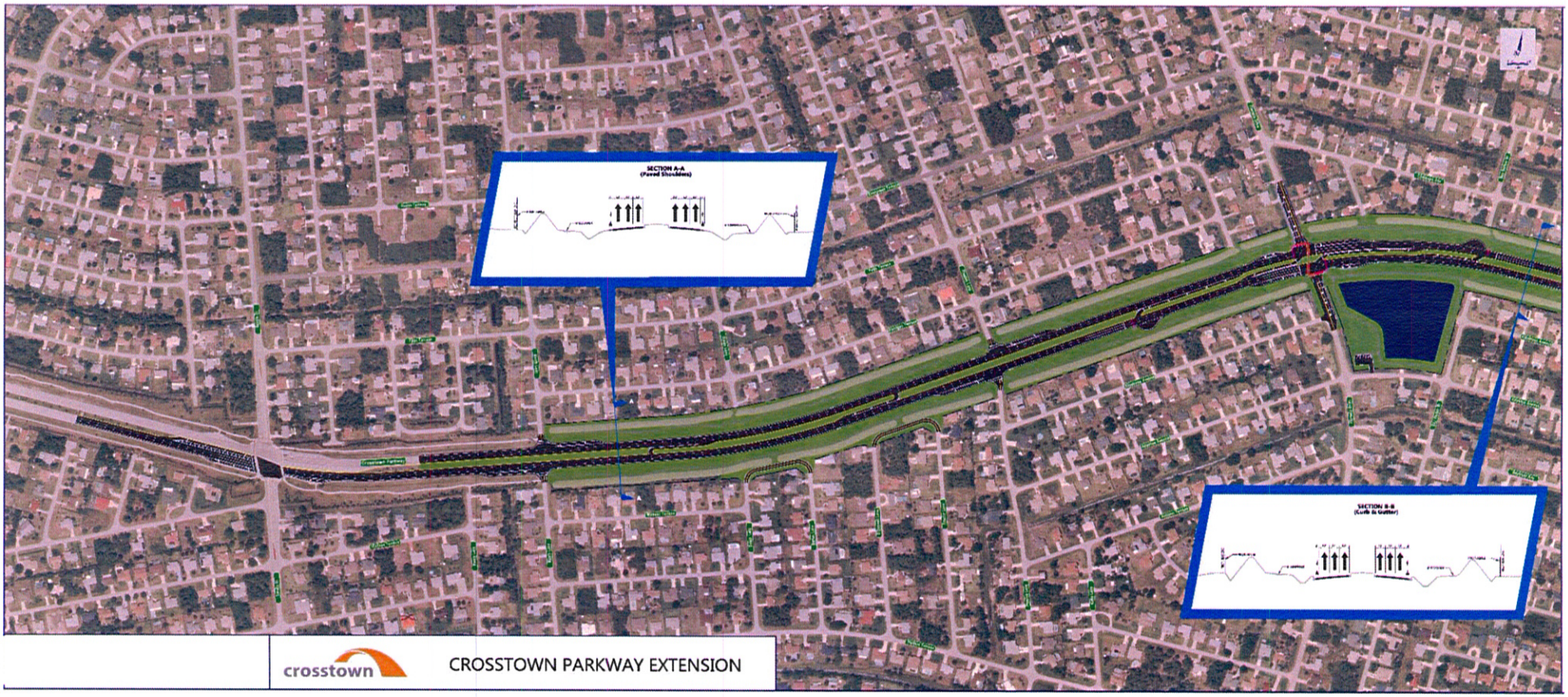
Design Open House

- 350 people attended the Open House
- 114 registered to receive e-mail updates on the project
- 68 comment cards left in the comment boxes

Topic	Number of Comments	Like	Undecided	Dislike
Floresta Intersection	28	6	9	13
Construction Issues	5			
Art Work	12	3		9
Overall Project	21	19		2
Miscellaneous	16			
Canoe Launch	6			
Schedule	3			

Project Aerial



Crosstown Parkway Extension Rendering _ West Side

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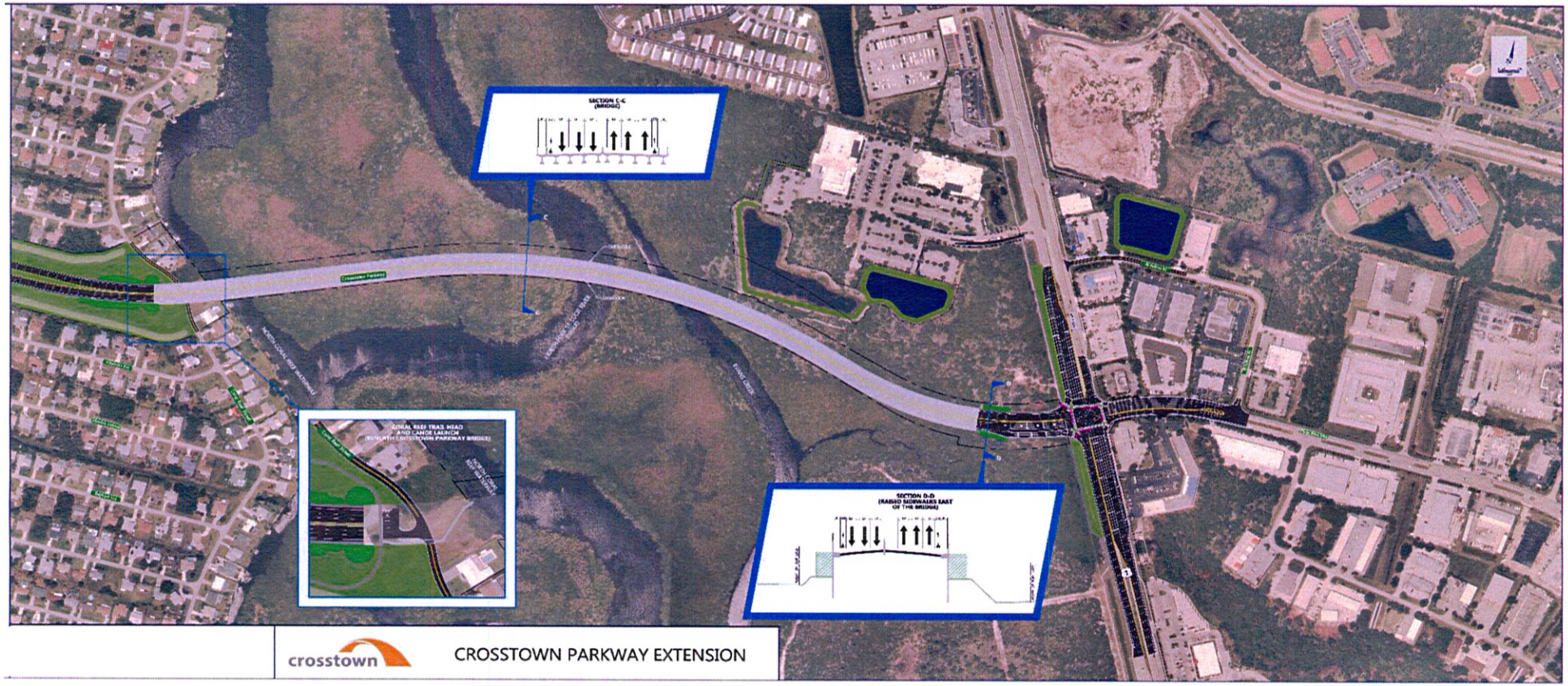
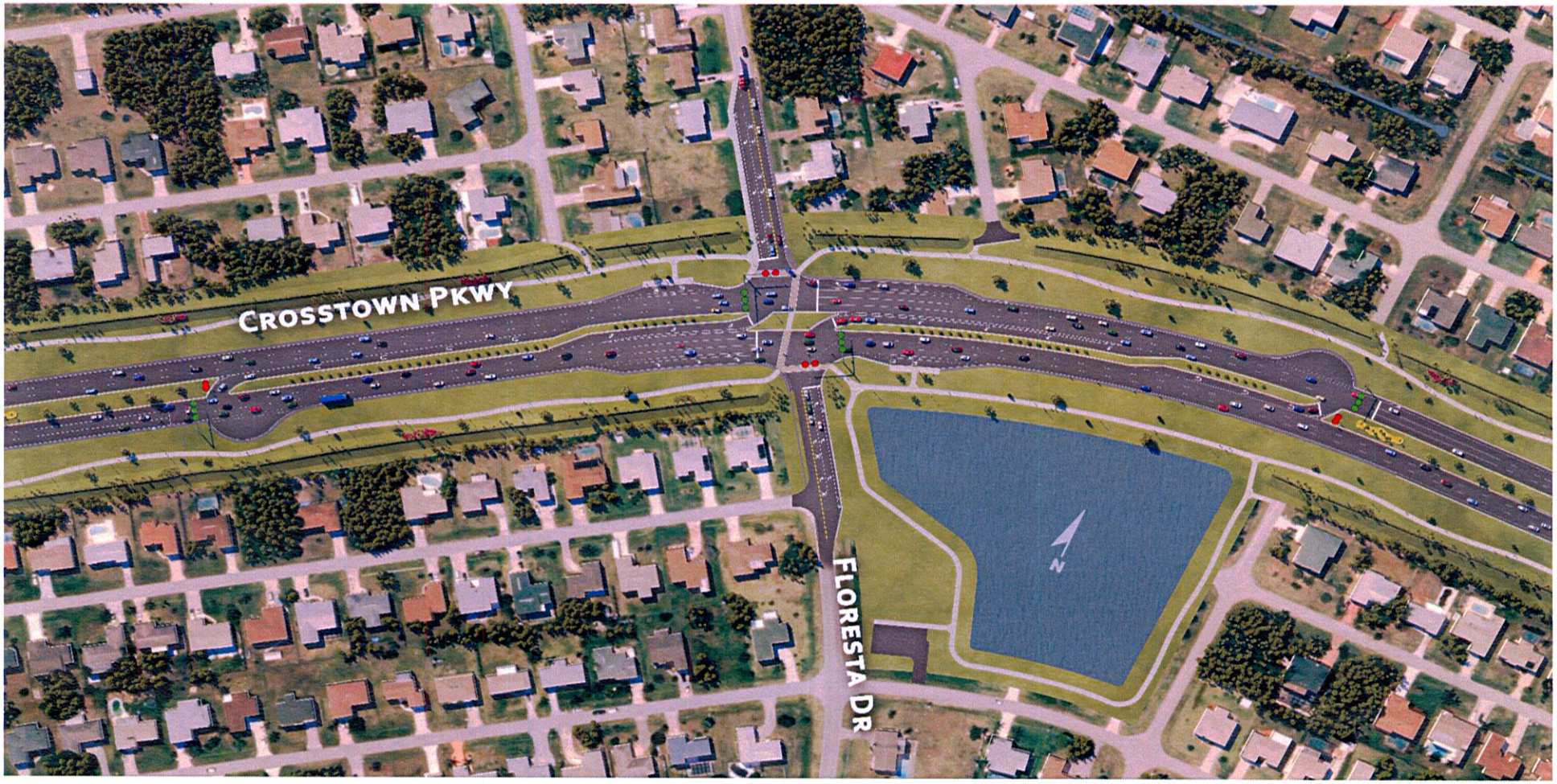
Project Aerial



Crosstown Parkway Extension Rendering _ East Side

Archer Western RS&H TEG TARGET ENGINEERING GROUP, INC. Cardno TBE QCA Quest Corporation of America crosstown

Superstreet Intersection – Floresta Drive



SUPERSTREET INTERSECTION - PHASE 1

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Project Rendering

CROSSTOWN PARKWAY EXTENSION

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Canoe Launch

CROSSTOWN PARKWAY EXTENSION

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Project Animation

Sculptures for the Bridge

Mangrove

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Sculptures for the Bridge

Bird

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Sculptures for the Bridge

Fish

Sculptures for the Bridge

Abstract

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Sculptures for the Bridge – Voting Results

Mangrove
13 votes

Bird
31 votes

Fish
124 votes

Abstract
47 votes

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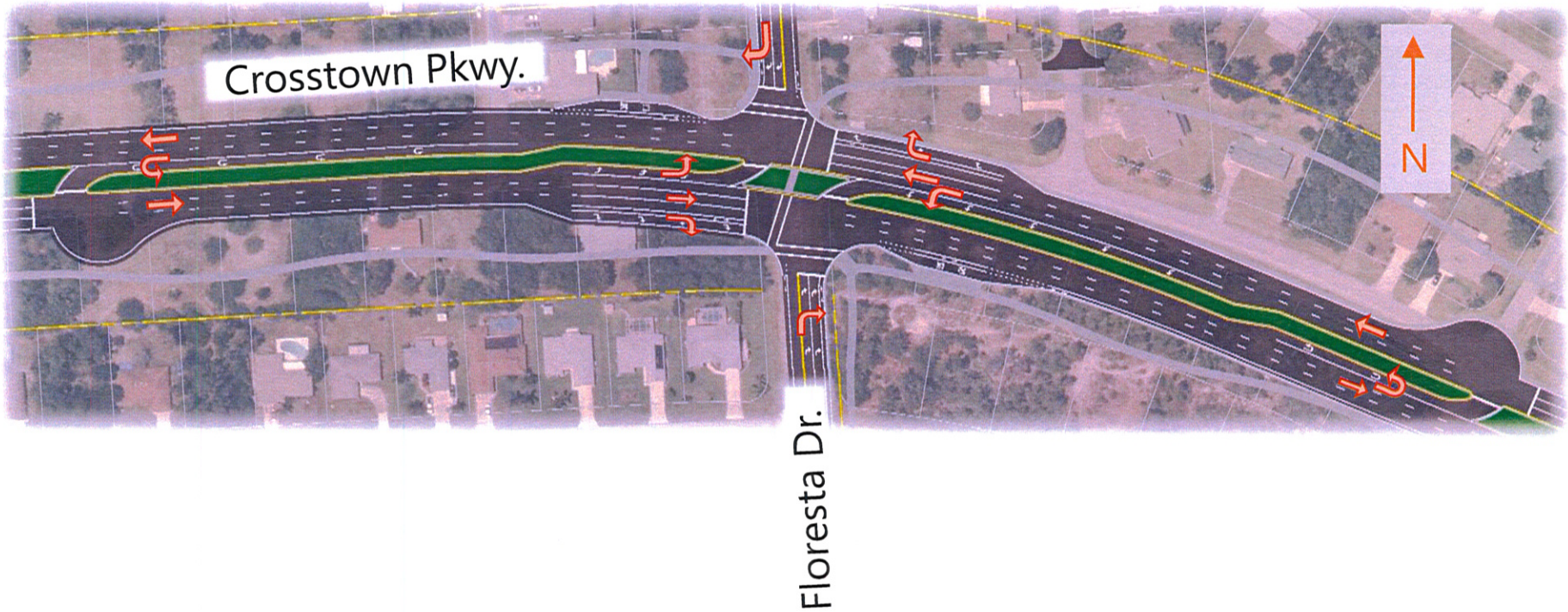
Fish Sculpture Animation

Superstreet Intersection (Floresta Dr)

Intersection Design

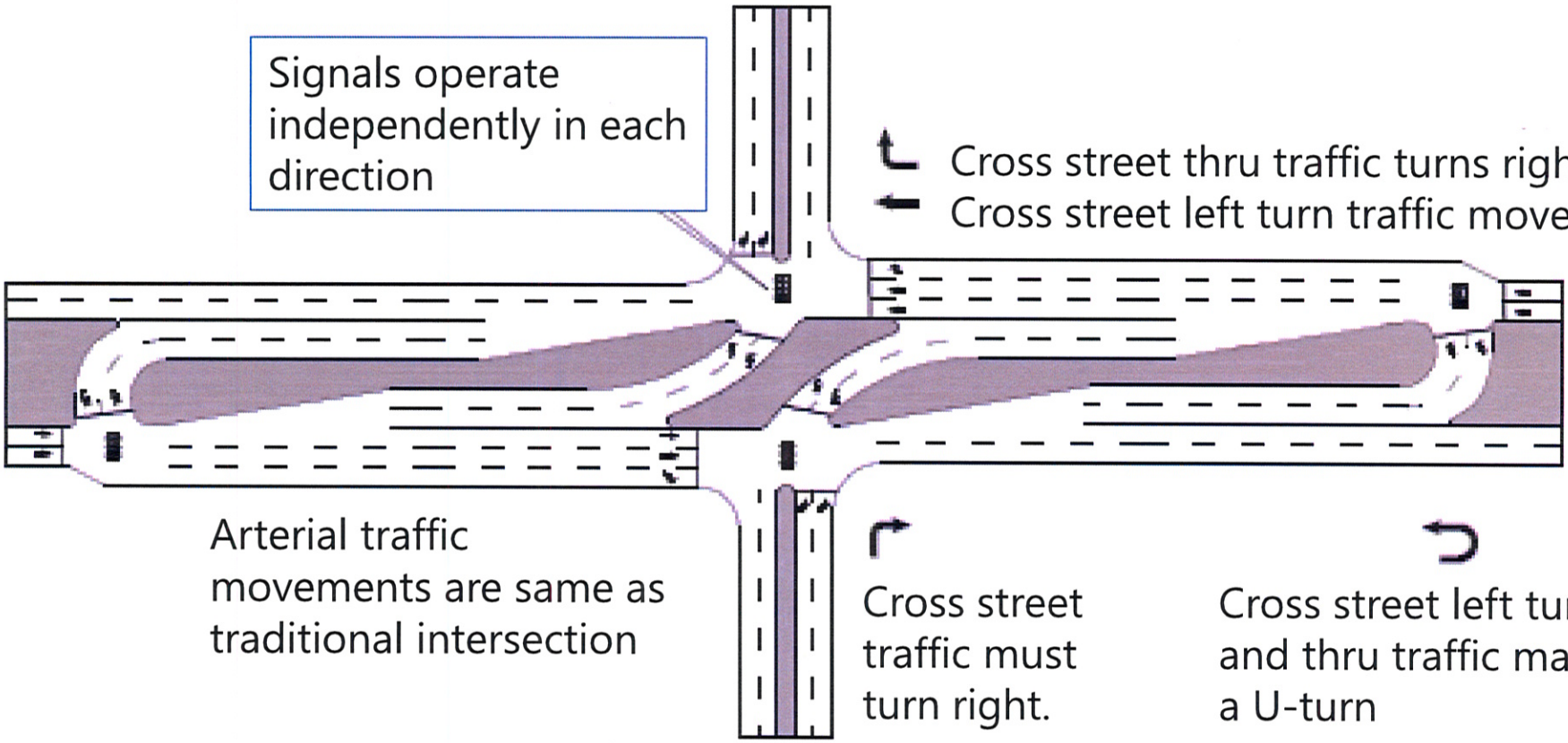


Superstreet Intersection (Floresta Dr)

Superstreet is a Restricted Crossing U-Turn intersection (FHWA)

- Side street motorists turn right onto main road and make a U-turn to turn left or continue in direction of travel.
- Left turns from main road are same as traditional intersection.
- Specifically designed to accommodate heavy through-to-side street traffic ratios.
- Effective in improving travel time and reducing delays along main corridor as well as side street.

Typical Superstreet Intersection Operation



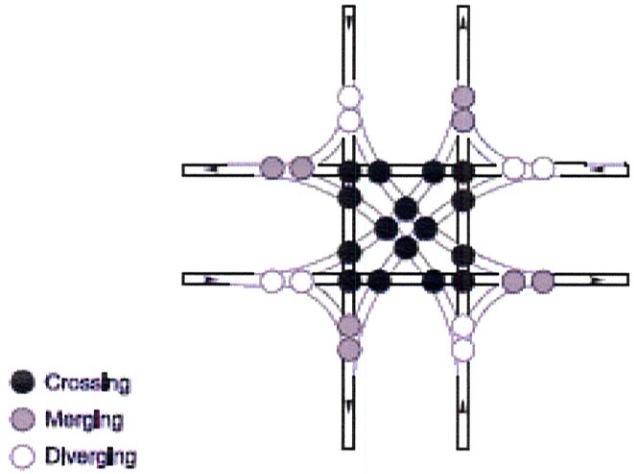
Successful Superstreets in Other States

- North Carolina
  - Chapel Hill: US 15/Erwin Road
  - Holly Springs: SR 55 Corridor (Multiple Intersections)
  - Leland: US 17 Corridor (Multiple Intersections)
- Ohio
  - Fairfield: SR 4 Corridor (Multiple Intersections)
- Texas
  - San Antonio: US 281 Corridor (Multiple Intersections)
- Michigan, Louisiana, Maryland, Utah, South Carolina

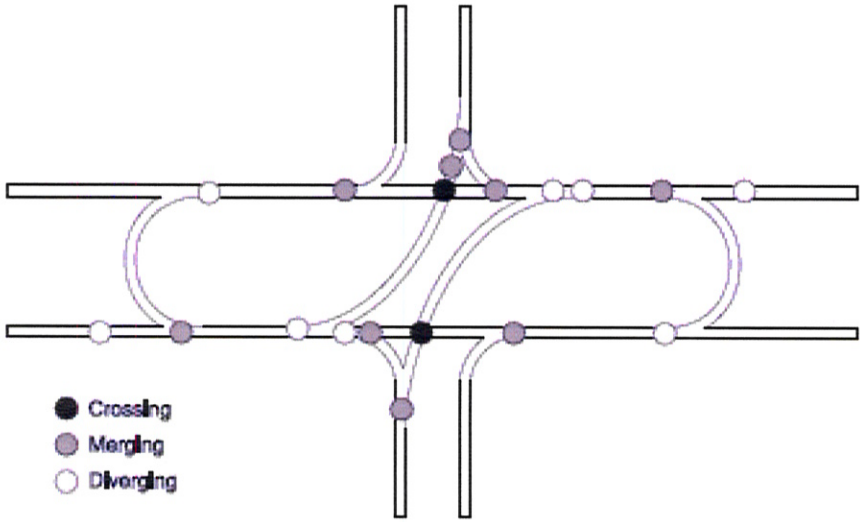
Safety Improvements of Superstreet

- Conflict Points reduced from 32 to 14 (56% reduction) compared to traditional 4-leg intersection
  - Fewer crashes
  - Less severe crashes
- Pedestrian safety
  - Large median refuge
  - Conflict between pedestrians and left-turning vehicles on Crosstown Parkway eliminated
- Floresta Drive remains a neighborhood street.
- Emergency vehicles traverse mountable curb in median.

Safety Improvements of Superstreet

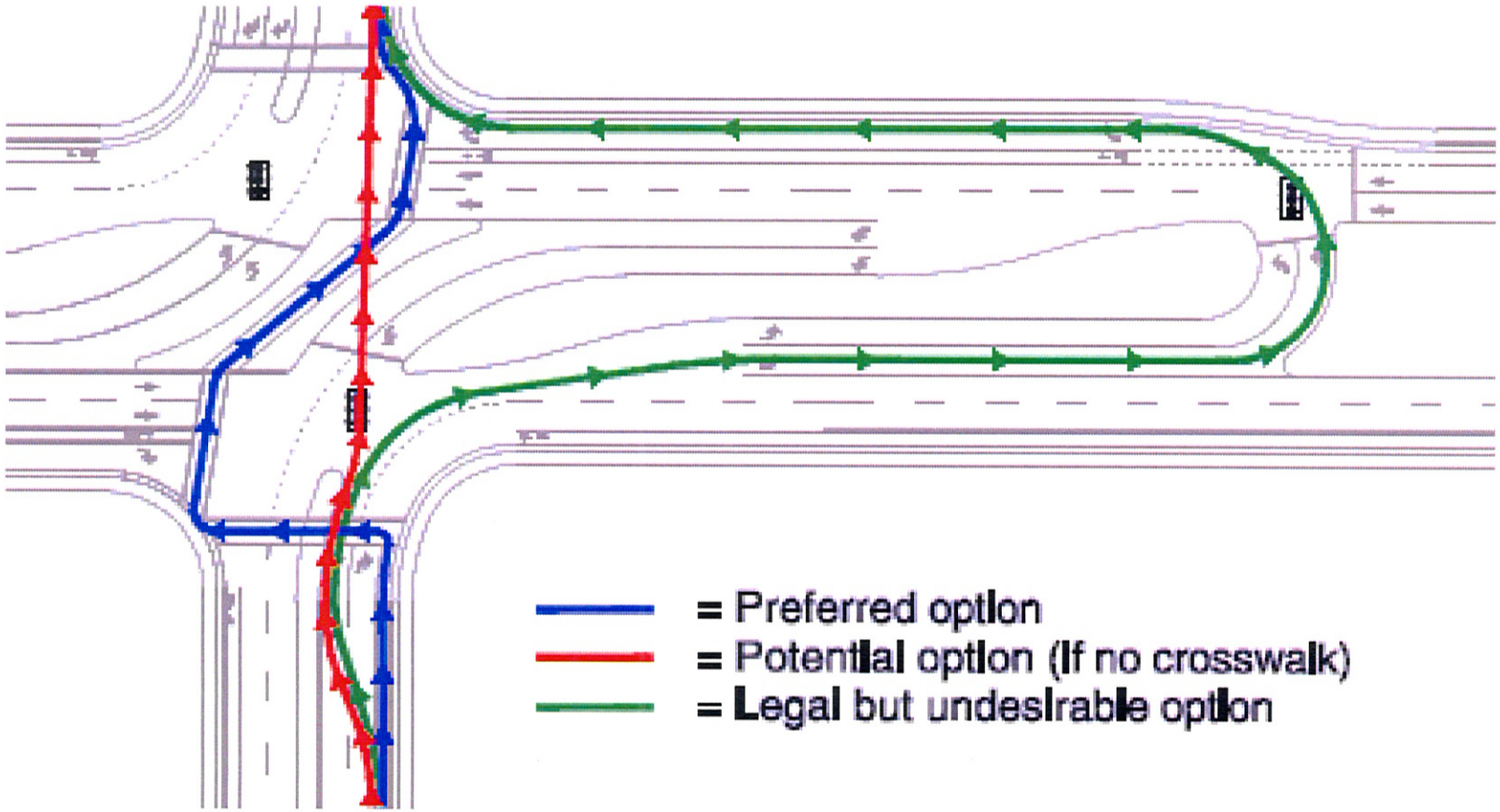


Traditional Intersection:
32 conflicts



Superstreet Intersection:
14 conflicts

Pedestrian and Bicycle Movements



Thank you!

Questions?

Archer Western RS&H TEG TARGET ENGINEERING GROUP, INC. Cardno TBE QCA Quest Corporation of America crosstown

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

COUNCIL ITEM 13B
DATE 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam E. Booker, City Attorney

FROM: Azlina Goldstein Siegel, Assistant City Attorney

Agenda Item: Discussion: Update on the Status of the Various Legal Challenges Concerning the Crosstown Parkway Extension Project

Submittal Date: 2/1/2016

STRATEGIC PLAN LINK: Goal 4 – Improved Mobility within Port St. Lucie; Top Priority

BACKGROUND: At the January 25, 2016 Regular City Council Meeting, City Council requested that an update be provided on the status of the various legal challenges concerning the City's Crosstown Parkway Extension Project – River Crossing over the North Fork of the St. Lucie River (the "Project"). As you are aware, the Plaintiffs, Conservation Alliance of St. Lucie County and the Indian Riverkeeper, challenged in federal court the Project and the construction of the roadway and bridge along Route 1C. On December 29, 2015, the Plaintiffs filed a Notice of Appeal. The Plaintiffs are appealing the District Court's Order to the United States Court of Appeals for the 11th Circuit. We are presently working on our participation in the appellate case as *amicus curiae* (i.e. a "friend of the court") in the matter.

To be able move forward with the construction of the Project, we must obtain certain permits and approvals from various federal, state, and regional permitting agencies. On January 15, 2016, the South Florida Water Management District (SFWMD) issued to the City its approval of the Environmental Resource Permit (ERP) for the construction and operation of a stormwater management system serving 91.53 acres of roadway development for the City's Project. An ERP is required for construction and operation activities for projects that involve stormwater management systems, including dredging and filling wetlands and other surface waters. SFWMD also approved the issuance of a 2.134-acre Sovereignty Submerged Lands public easement. The piling structures that will provide the necessary support for the Project's bridge crossing over the North Fork of the St. Lucie River will be constructed in, on or over sovereignty submerged lands. Accordingly, easements are required. Of the 2.134-acre easement, the bridge and bridge piles will use approximately 1.44 acres of sovereign submerged land. A larger easement area is being provided to accommodate the temporary structures, barges and other vessels that may be used during the Project's construction and for future maintenance.

A Petition was filed by Diana Goldberg on January 19, 2016 with the SFWMD challenging the approval of the ERP and the Sovereignty Submerged Lands public easement. Today, February 1, 2016, the SFWMD issued its Order dismissing the Petition with leave to file an amended petition by no later than February 8, 2016. The Petition failed, among other things, to sufficiently allege grounds to establish standing to challenge the SFWMD's actions concerning the Project. To date, there have been no other petitions filed with the SFWMD challenging the approval of the ERP and easement.

ANALYSIS: A presentation on the current status of the appeal in the 11th Circuit and the SFWMD permit challenge will be made by John Fumero, Esq., of Nason, Yeager, Gerson, White & Lioce, P.A. (Nason Yeager). As a reminder, Nason Yeager serves as the City's outside legal counsel on various matters concerning the Project, and Mr. Fumero is the firm's partner who is primarily responsible for providing and supervising the necessary legal services.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: The Proposed Crosstown Parkway Extension Project

ATTACHMENTS: N/A

cc: Patricia Roebling, P.E., Asst. City Manager/City Engineer
James Angstadt, P.E., Public Works Director
Frank Knott, Project Manager – Public Works Department

RECEIVED
FEB 01 2016
CITY MANAGER'S OFFICE

ADDITIONAL BACK UP MATERIAL

ITEM 13 B

NEW BUSINESS

CROSSTOWN PARKWAY EXTENSION PROJECT

STATUS OF THE VARIOUS LEGAL CHALLENGES

Conservation Alliance of St. Lucie County, et. al. v. United States Department of Transportation, et. al.

Court of Appeals No.: 11-15791 D

Federal Appeal Overview

I. Background:

November 5, 2015: United States District Court for the Southern District of Florida granted the Federal Defendants' Motion for Summary Judgment and denied the Plaintiff's Motion for Summary Judgment ("Order")

December 29, 2015: Plaintiffs filed their Notice of Appeal to the 11th Circuit Court of Appeals.

II. Record on Appeal:

The District Court Clerk of Court coordinates and composes the record on appeal.

The District Court certifies that the record on appeal is complete and provides notice to all of the parties. The docket reflects that this has not occurred yet.

Federal Appeal Overview (continued)

III. Appellate Briefs and Amicus Curiae:

Plaintiffs/Appellants must file their Initial Brief within 40 days after the record is filed.

Federal Defendants/Appellees must file their Answer Brief within 30 days after service of the Initial Brief.

Plaintiffs/Appellants are able to file a Reply Brief 14 days after service of the Answer Brief.

Amicus Curiae Status – City of Port St. Lucie : A Motion for Leave to File an Amicus Brief must be filed no later than 7 days after the Federal Defendants' Answer Brief.

SFWMD Submerged Lands/Environmental Resource Permit (SLERP)

Notice of Intent to Issue SLERP: January 15, 2016

Two Key Components:

- Regulatory authorization to construct and operate the Project.
- Proprietary authorization for sovereign submerged lands easement.

Public Notice of SFWMD action: January 15, 2016

- 14 day point-of-entry/Notice of Rights.
- Issues on SLERP becoming a Final Agency Action.

Division of Administrative Hearings ("DOAH")
The Process for Permit Challenges

I. January 19, 2016 Petition and January 29, 2016 Amended Petition filed with the SFMWD:
   - Challenged the SLERP and requested a formal hearing
   - Petition dismissed by SFWMD with leave to amend
   - Amended Petition must be filed on or before February 8, 2016

II. Parties and Standing Requirements

III. Impact of permit challenge on Project progress and other pending Agency approvals/Permit.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
James Angstadt, P.E., Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: Contract #20140038 CO #1 – Platts Creek Mitigation Construction Project

Submittal Date: 1/22/2016

STRAGETIC PLAN: Goals 2018, Goal 4, Improved Mobility with Port St. Lucie, "Complete the Crosstown Parkway"

BACKGROUND: As part of the mitigation for the Crosstown Parkway extension over the North Fork of the St. Lucie River, the Platts Creek Mitigation Construction Project was identified and subsequently awarded to Blue Goose Construction, LLC on May 27, 2014. The project scope of work includes the construction of 47.87 acres of wetland mitigation within an 80.66 acre parcel. The proposed mitigation area is a joint effort between St. Lucie County and the City of Port St. Lucie. The City will use credits associated with half of the site towards the regulatory wetland mitigation required for the Crosstown Parkway Extension project.

This change order includes the adjustment in construction quantities to reflect actual quantities installed. This change order also includes four (4) new pay items. The new pay items are for adding some larger size Pond Apple plants that were readily available, removal and disposal of buried debris that was not anticipated, the addition of performance turf due to areas that were susceptible to erosion and the addition of mulch that was specified but did not have a line item for payment. The additional work and weather delays will add fifty seven (57) calendar days to the project.

ANALYSIS: Staff has reviewed the change order and agree to the actual quantities installed to date, the new pay items required and the addition of fifty seven (57) calendar days to the project.

FINANCIAL INFORMATION: Net increase of $71,513.35 is available in the 3rd River Crossing Fund / Roadways – Misc. / Other Infrastructure /Crosstown Pkwy Segment No. 1

LEGAL INFORMATION: Reviewed by Ella Gilbert on 1/15/2016 and approved as to form.

STAFF RECOMMENDATION: Approval of Change Order #1 to Contract #20140038 with Blue Goose Construction, LLC in the amount of a net increase of $71,513.35. The new Contract amount is $2,649,313.77 and the new Contract period is three hundred fifty seven (357) calendar days.

SPECIAL CONSIDERATION: N/A

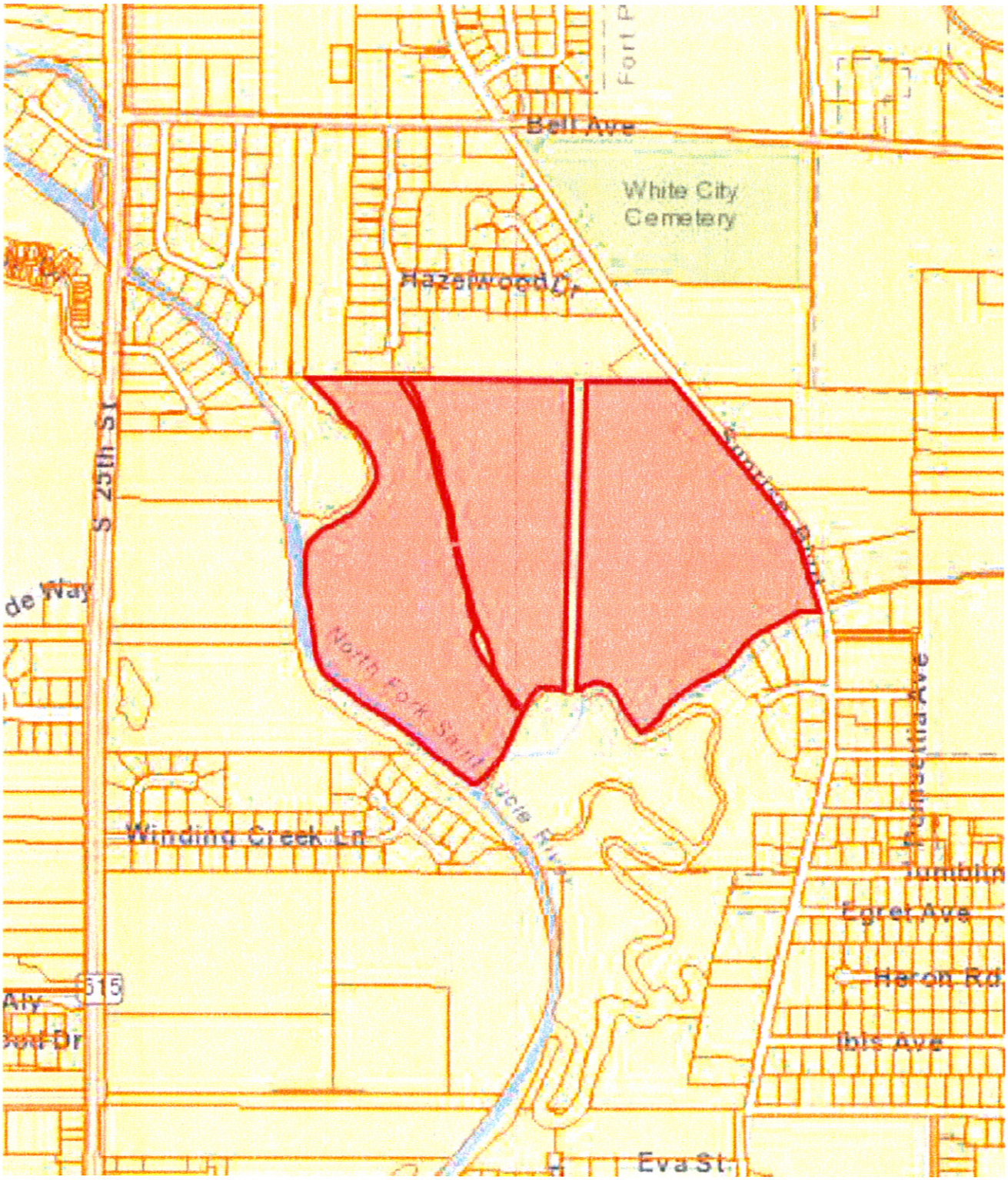
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: Platts Creek, 3910 Sunrise Blvd., Ft. Pierce, Florida 34982

ATTACHMENTS: Location Map, Change Order #1 form, CEI's memo and line item detail

RECEIVED
JAN 2 5 2016
CITY MANAGER'S OFFICE



Platts Creek Compensatory Mitigation Project

Jan 2016

CHANGE ORDER

No.: 1 - Final True-up

PROJECT: Platts Creek Compensatory Mitigation Constr. Project DATE OF ISSUANCE: _____

OWNER: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

CONTRACTOR: Blue Goose Construction LLC
9901 Okeechobee Road
Fort Pierce, Florida 34945

OWNER's Project No.: 20140038

ENGINEER: CAPTEC Eng., Inc.

CONTRACT FOR: Contract No. 20140038
Platts Creek Compensatory Mitigation Construction Project.

ENGINEER's Project # 1570.00

You are directed to make the following changes in the Contract Documents.

Description: Contract No. 20140038 / P.O. # 20140615

Purpose of Change Order:

1) Provide for a Contract True - Up of Pay Items for the Contract to reflect actual approved and constructed quantities.
2) Create a new contract pay item and unit cost to provide compensation to the contractor for removal and disposal of buried debris encountered during the excavation operation.
3) Create a new pay item to provide compensation to the contractor for furnishing and installing 3 gallon Pond Apple.
4) Create a new pay item to provide compenstation to the contractor for furnishing and installing Performance turf.
5) Create a new pay item to provide compensation to the contractor for furnishing and installing 3" mulch in the Pine Flatwoods habitat area.
6) Extend the Contract Time ten (10) days for addiitonal work for excvation of more fill than specified in the plan quantity.
7) Extend the Contract Time forty-seven (47) days for impacts to the Contractor's schedule due to inclement weather.
8) All other provisions of the Original Contract / Addendum remain in full force and effect.

Contract Time:
All work shall be completed by June 16, 2015, the Final Contract Completion Date.

Attachments: Exhibit A - CEI Memo & Exhibit B - Line Item Adjustment.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $2,577,800.42	Original Contract Time 300 4/19/2015 date
Previous Change Orders $0.00	Net change from previous Change Orders 0 days
Contract Price prior to this Change Order $2,577,800.42	Contract Time prior to this Change Order 300 4/19/2015 date
Increase this Change Order $71,513.35	Net Increase of this Change Order 57 days
Contract Price with all approved Change Orders $2,649,313.77	Contract Time with all approved Change Orders 357 6/15/2015 date

RECOMMENDED: APPROVED: APPROVED:

By_____ by_____ by_____

Engineer City Manager Contractor

CAPTEC Engineering, Inc.
Civil Engineering Professionals

December 30, 2015
1570

Mr. Frank Knott
PSL Project Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34983
(772) 871-5177

RE: ***PLATT'S CREEK COMPENSATORY MITIGATION***
CHANGE ORDER NO. 1 – FINAL TRUE-UP

Dear Frank:

Attached please find Change Order No. 1 – Final True-up for the above referenced project. This Change Order reflects an increase to the Contract Amount of $71,513.35 and extends the Contract Time by fifty-seven (57) days.

The increased Contract amount of $71,513.35 is summarized as follows:

1. The Contract Pay Item # 016 – Excavation was over run by 8,502 cubic yards. The project site was an overgrown citrus grove. The majority of the site was extensively overgrown with vegetation, making it extremely difficult to get an accurate topo of the project site prior to construction. This site was actively being used by St. Lucie County's Roadway Maintenance Division for receiving and providing fill materials. Some areas exhibited evidence of recently deposited materials, while others exhibited evidence of removed materials. Due to the irregluarites of the site grade, and the heavily vegetated site, the Contractor cleared the site and then leveled the area prior to peforming any cut or fill. The site was surveyed to establish an exisiting grade and compared against final grade for the excavation / fill quantities. The over run of 8,502 cubic yards reflect the actual amount of excavation performed and approved for the site. **Increased Cost = $42,424.98.**

2. The Contract Pay Item # 007 – Embankment (Mitigation Area) was under run by 141 cubic yards. See explanation provided in No. 1 above. **Decreased Cost = ($184.71)**

3. The Contract Pay Item # 013 – Hydroseed (Berm Area) was under run by 68,041 square yards. This area consisted of a berm area, ten (10) feet wide, between the Floodplain Swamp and the Depressional Marsh. The final quantity reflects the actual amount of hydroseeded installed and approved for the project. **Decreased Cost = ($32,659.68)**

4. The Contract Pay Item # 014 – Hydroseed (Pine Flatwoods) was under run by 42,487 square yards. This quantity consisted of a small strip along the north end of the project, continuing to the south along the east edge of the project. Inadvertently the plan quantity included hydroseeding the Pine Flatwoods hill at the southeast portion of the project. This area had extensive landscaping specified at three (3) foot centers and mulch as per the Landscaping Plans. The final quantity reflects the actual amount of hydroseeded installed and approved for the project. **Decreased Cost = ($19,968.89)**

5. The Contract Pay Item # 026 – Plantings – Cabbage Palm (Hydric) was under run by 210 cabbage palms. The contractor planted cabbage palms in the areas specified in the landscaping plans at the spacing specified and ended up with an overage of 210 trees. The final quantity relects the amount of palms planted and approved for the project. **Decreased Cost = ($34,560.00)**

6. The Contract Pay Item #017 Plantings – Pond Apple (Swamp) 1 gallon was reduce from 1920 to 800 due to the unavailability of acceptable plants of the requried size within the region. The substituion of the same plant in a 3 gallon size was later approved by the District. **Decreased Cost = ($5,017.60)**

7. The Contract Pay Item #CO1-001 Plantings – Pond Apple (Swamp) 3 gallon was created and a new unit price established to provide compensation to the contractor for providing a larger size of the required plant species that were readily available. The District was adamant that Pond Apple be provided. **Increased Cost = $34,160.00**

8. The Contract Pay Item #CO1-002 Removal and Disposal of Buried Debris was created and a new unit price established to provide compenstation to the contractor for removing and diposing of a significant amount of unanticpated buried debris encountered during the site exacvation operation. **Increased Cost = $8,890.00**

9. The Contract Pay Item #CO1-003 Performance Turf was created and a new unit price established to provide compensation to the contractor to install sod at several areas around the project site that were succeptable to erosion until the specified landscape was established. **Increased Cost = $1,989.68**

10. The Contract Pay Item #CO1-004 Mulch (3") (Pine Flatwoods) was created and a new unit price established to provide compensation to the contractor to install 3" of mulch in the Pine Flatwood habitat. Mulch was specified in the Contractor drawings and specification, however a pay item was not proivded to provided compensation to the contractor for the work. **Increased Cost = $76,439.57**

11. This Change Order also extends the Contract Time by **fifty-seven (57) days**; ten (10) days for the additional excavation over the original plan quantity and forty-seven (47) days for impacts to the contractor's work due to inclement weather.

The adjusted Contract Completion date is June 15, 2015. All other provisions of the Original Contract / Addendum remain in full effect.

CAPTEC recommends approval of this Change Order and request the City's review and approval to proceed with processing. Please review the attached documentation and advise if acceptable.

Should you have any questions or require any additional information, please feel free to contract me at your earliest convenience.

Sincerely,

Gary L.S. Jones, P.E.
Director of Construction

P:\1500\1570 -Platts Creek\Construction\CO\FKnott Change Order No - Final True Up. 1 123015

"EXHIBIT B"

Platt's Creek CHANGE ORDER NO. 1 - Final True Up

12/30/2015

Item No.	Description	Unit	Original Quantity	Original Unit Price	New Unit Price	New Quantity	Adjustement This CO	Amount
	PO. 20140319 - ROADWAY							
006	Excavation	CY	266754	$4.99	$4.99	275256	8502.00	$42,424.98
007	Embankment (Mitigation Area)	CY	15829	$1.31	$1.31	15688	-141.00	($184.71)
013	Hydoseed (Berm Area)	SY	81651	$0.48	$0.48	13610	-68041.00	($32,659.68)
014	Hydoseed (Pine Flatwoods)	SY	44964	$0.47	$0.47	2477	-42487.00	($19,968.89)
026	Plantings - Cabbage Palm (Hydric)	EA	410	$172.80	$172.80	210	-200.00	($34,560.00)
017	Plantings - Pond Apple (Swamp)	EA	1920	$4.48	$4.48	800	-1120.00	($5,017.60)
CO1-001	Plantings - Pond Apple (Swamp) (3 gallon)	EA	0	$0.00	$30.50	1120	1120.00	$34,160.00
CO1-002	Removal and Disposal of Buried Debris	LS	0	$0.00	$8,890.00	1	1.00	$8,890.00
CO1-003	Perfomance Turf	SY	0	$0.00	$2.38	836	836.00	$1,989.68
CO1-004	Mulch (3") (Pine Flatwoods)	LS	0	$0.00	$76,439.57	1	1.00	$76,439.57
	SUBTOTAL							$71,513.35

TOTAL CHANGE ORDER NO. 1 $71,513.35

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager
James Angstadt, P.E., Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20140119 CO #1 - Halpatiokee Canoe/Kayak Launch & Savannas Preserve State Park Education Center Improvements

Submittal Date: 1/25/2016

STRATGIC PLAN: Goals 2018, Goal 4, Improved Mobility with Port St. Lucie, "Complete the Crosstown Parkway"

BACKGROUND: As part of the mitigation for the Crosstown Parkway extension over the North Fork of the St. Lucie River, the Halpatiokee Canoe/Kayak Launch & Savannas Preserve State Park Education Center Improvements E-Bid was identified and subsequently awarded to Paul Jacquin & Sons, Inc. on October 27, 2014. The project consists of constructing a canoe/kayak launch into Evans Creek as well as constructing an addition to the Education Center that is approximately 3,000 square feet. All improvements will be ADA compliant.

This change order includes the adjustment in construction quantities to reflect actual quantities installed. This change order also includes six (6) new pay items at the Education Center. The new pay items consist of installing a new floating floor, a/c return, additional plantings, a new rock drive entrance, rerouted downspout and a new A/C keyed power switch.

Also included are five (5) new pay items at the Canoe launch site. The new pay items consist of two (2) road repairs, type S 12.5 base, removal and replacement of sidewalk and landing pad and the additional survey work needed for the roadway revisions.

ANALYSIS: Staff has reviewed the change order and agree to the actual quantities installed, the new pay items and the addition of seventy two (72) calendar days needed for the additional work associated with the roadway repairs and the removal and replacement of concrete sidewalk and landing pad at the Canoe launch ramp.

FINANCIAL INFORMATION: Net increase of $143,706.84 is available in the 3rd River Crossing Fund / Roadways – Misc. / Buildings & Improvements O/T Building / Crosstown Pkwy Segment No. 1

LEGAL INFORMATION: Reviewed by Ella Gilbert on 1/15/2016 and approved as to form

STAFF RECOMMENDATION: Approval of Change Order #1 to Contract #20140119 with Paul Jacquin & Sons, Inc. in the amount of a net increase of $143,706.84. The new Contract amount is $1,908,601.94 and the new Contract period is three hundred seventy two (372) calendar days.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

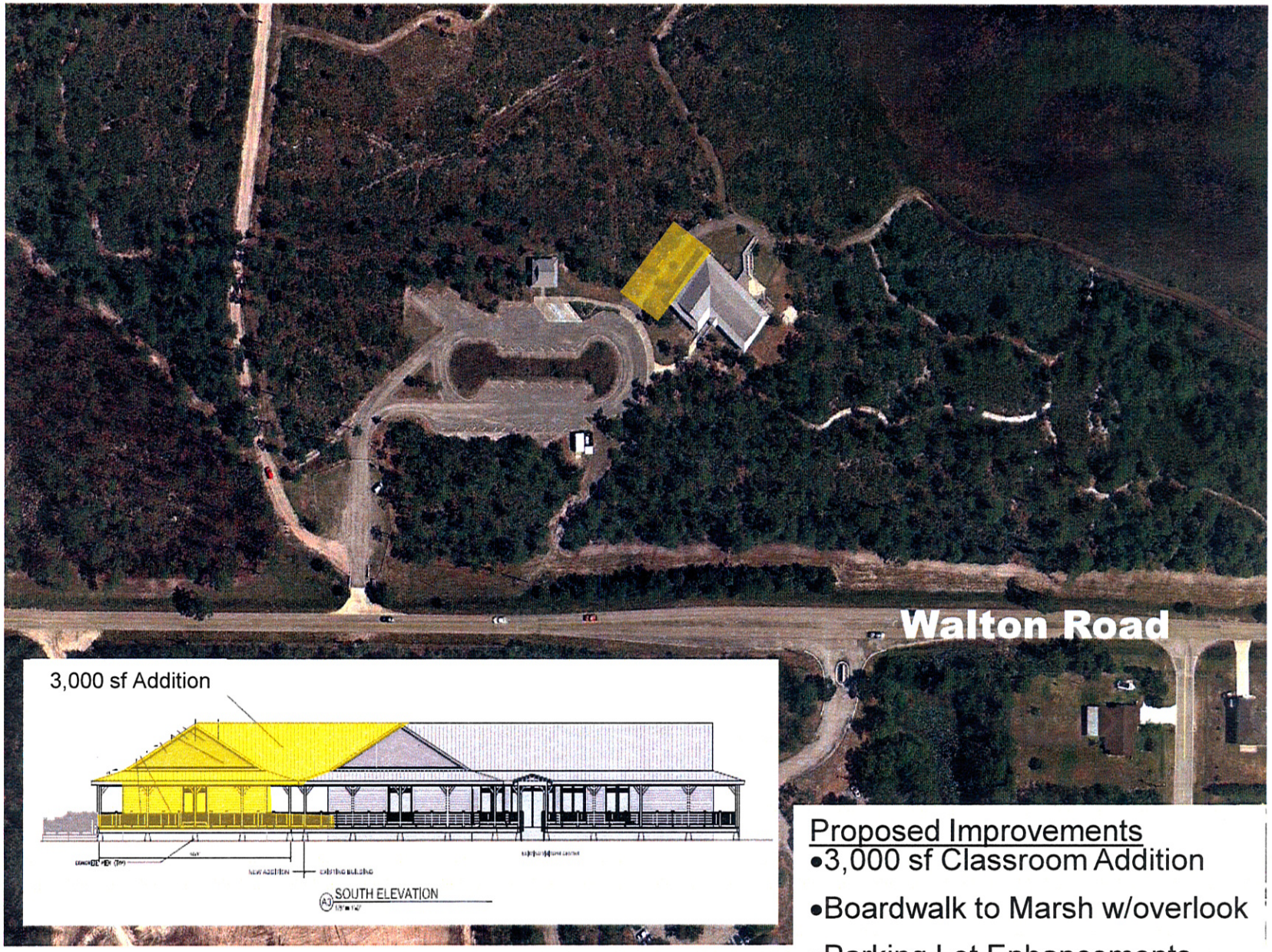
REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: The Savannas State Park, 1400 Midway Road, Ft. Pierce, Florida.

ATTACHMENTS: Location Maps, Change Order #1 form, CEI's memo and line item detail

RECEIVED
FEB 0 1 2016
CITY MANAGER'S OFFICE

Savannas Preserve State Park
Education Center



Proposed Improvements

- 3,000 sf Classroom Addition
- Boardwalk to Marsh w/overlook
- Parking Lot Enhancements
- Pave Lizard Trail
- Miscellaneous Park Amenities

City of Port St. Lucie
Public Works
9/17/2014

Halpatiokee Canoe/Kayak Launch

North

Proposed Improvements

- Paved Access
- Paved Parking (20 spaces)
- ADA Canoe Launch
- Miscellaneous Park Amenities

City of Port St. Lucie
Public Works
9/17/2014

CHANGE ORDER

No.: 1 Final True-up

PROJECT: Canoe/Kayak & Education Center Construction Project DATE OF ISSUANCE: _____

OWNER: City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

CONTRACTOR: Paul Jacquin & Sons, Inc.
P.O. Box 4343
Ft. Pierce, Florida 34948

OWNER's Project No.: 20140119

ENGINEER: CAPTEC Eng., Inc.

CONTRACT FOR: Contract No. 20140119
Canoe/Kayak & Education Center Construction Project

ENGINEER's Project # 1583.00

You are directed to make the following changes in the Contract Documents.

Description: Contract No. 20140119 / P.O. # 20150146

Purpose of Change Order:

1) Provide for a Contract True - Up of Pay Items for the Contract to reflect actual approved and constructed quantities.
2) Create a pay item and unit cost to provide payment for providing a floating floor in lieu of clued down VCT flooring.
3) Create a pay item and unit cost to provide payment for providing an A/C return between lab and learning center.
4) Create a pay item and unit cost to provide payment for providing additional plantings in the island to supplement proposed plants.
5) Create a pay item and unit cost to provide payment for installing a 6" Rock Base Entrance Drive to Northern section of the Park.
6) Create a new pay item and unit cost to provide payment for extending existing gutter system through the new deck.
7) Create a new pay item and unit cost to provide payment for a Keyed A/C Power Switch, a necessary item added by the State Fire Marshall during final inspection.
8) Create a pay item and unit cost to provide payment for Roadway repairs and a cross drain pipe to address unanticipated drainage issues.
9) Create a pay item and unit cost to provide payment for adjustments to unforeseen conditions associated with sustained water ponding.
10) Create a pay item and unit cost to provide payment for an overrun in the amount of Asphaltic Black Base used in Road Repair No. 2.
11) Create a pay item and unit cost to provide payment for removal and replacement of sidewalk and landing pad at the Canoe launch which were necessary to comply with ADA requirements.
12) Create a pay item and unit cost to provide additional survey required for items 6, 7 & 9 listed above.
13) Extend the Contract Time seventy-two (72) days for additional work associated with the roadway repairs and the removal and replacement of concrete sidewalk and pad leading to the canoe launch ramp.
14) All other provisions of the Original Contract / Addendum remain in full force and effect.

Contract Time:

All work shall be completed by January 29, 2016 the Final Contract Completion Date.

Attachments: Exhibit A - CEI Memo & Exhibit B - Line Item Adjustment.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $1,747,000.00	Original Contract Time 300 9/15/2015 date
Previous Amendment 1 $17,895.10	Net change from previous Change Orders 64 days
Contract Price prior to this Change Order $1,764,895.10	Contract Time prior to this Change Order 364 11/18/2015 date
Increase this Change Order $143,706.84	Net Increase of this Change Order 72 days
Contract Price with all approved Change Orders $1,908,601.94	Contract Time with all approved Change Orders 372 1/29/2016 date

RECOMMENDED: APPROVED: APPROVED:

By_____ by_____ by_____

Engineer City Manager Contractor

CAPTEC Engineering, Inc.
Civil Engineering Professionals

January 28, 2016
1583

Mr. Frank Knott
PSL Project Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34983
(772) 871-5177

RE: ***CANOE/KAYAK LAUNCH & EDUCATION CENTER CONSTRUCTION PROJECTS***
CONTRACT NO. 20140119
CHANGE ORDER NO. 1 FINAL TRUE UP - REVISED
EXHIBIT A

Dear Frank:

Attached please find Change Order No. 1, Final True up for the above referenced project. This Change Order reflects an increase to the Contract Amount of **$143,706.84** and extends the Contract Time by seventy - two (72) days.

The increased Contract amount of **$143,706.84** is summarized as follows.

1. The true-up of over runs and under runs of twenty-one (21) exisitng contract items amounted to a net increase cost of $33,923.00. Two of the biggest pay items with over runs were Subsoil Excavation and Embankment which accounted for an increase cost of $25,248.00 alone. **Increase Cost = $33,923.00.**
2. New Pay Item No. CO1-001 – Floating Flooring was created to provide compensation to the Contractor for providing a floating flooring inlieu of the specified VCT Flooring that was to be glued to the plywood flooring. Moisture values obtained over the course of several weeks remained near the maximum acceptable levels. The floating flooring was chosen to eliminate potential future flooring problemts. The additional cost represents the material cost increase, the credit for the other flooring cost less a restocking fee. **Increase Cost = $11,466.00.**
3. New Pay Item No. CO1-002 – A/C Return was created to provide compensation to the Contractor for constructing a return above the accordion door partition. **Increase Cost = $2,350.00.**
4. New Pay Item No. CO1-003 – Additional Plantings was created to provide compensation to the Contractor for furnishing and installing 300 additional Sand Cord Grass plants at 3' centers planted in between the tickseed plants along the north and south bank. **Increase Cost = $1,440.00**

5. New Pay Item No. CO1-004 – Rock Drive Entrance was created to provide compensation to the Contractor for providing a 6" thick base rock turn-out driveway off the new concrete driveway. The base rock protected the edge of the new concrete drive and provided needed stabilization to the driveway. **Increase Cost = $825.00.**
6. New Pay Item No. CO1-005 – Reroute Downspout through Deck was created to provide compensation to the Contractor for extending an existing downspout on the old roof system down through the new decking and out to the edge of the deck. **Increase Cost = $250.00.**
7. New Pay Item No. CO1-006 – A/C Keyed Power Switch was created to provide compensation to the Contractor for furnishing and installing a Keyed Remote Switch for the A/C system, a requirment noted by the State Fire Marshall during final inspection of the building. **Increase Cost = $1,380.00**
8. New Pay Item No. CO1-007 – Road Repair Fix No. 1 was created to provide compensation to the Contractor for the providing a pipe crossing at Station 18+00 and raising approximately 300 feet of roadway at station 33+00 due to unanticipated drainage issues at the Canoe/Kayak Launch project. **Increase Cost = $21,858.25.**
9. New Pay Item No. CO1-008 – Road Repair Fix No. 2 was created to provide compensation to the Contractor for providing roadway adjustments due to unforeseen conditions associated with sustained water ponding at the Canoe/Kayak Launch project. **Increase Cost = $52,913.80.**
10. New Pay Item No. CO1-009 – Type S-12.5 Base was created to provide compensation to the Contractor an over run in the amount of Asphaltic Concrete Black Base Course used in the road repairs listed in item No. 7 above. **Increase Cost = $3,928.04.**
11. New Pay Item No. CO1-010 – Removal and Replacement of 4" Sidewalk and Landing was created to provide compensation to the Contractor for removal and replacement of approximately 65 linear feet of 6' wide, 4" thick concrete sidewalk and a 6' x 10' x 2' thick concrete landing. The landing and sidewalk needed to be lowered for the Canoe/Kayak Launch to comply with ADA requirements during low tides. **Increase Cost = $9,524.00.**
12. New Pay Item No. CO1-011 – Additional Survey for Roadway Repairs and Sidewalk Replacement – was created to provide compensation to the contractor for the additional survey required for layout of the two Roadway Repairs and the Sidewalk Replacement items listed above. **Increase Cost = $3,848.75.**

The additional time is broken down as follows.

Seventy-two (72) days were added for the additional work associated with the Roadway repairs and the removal and replacement of the concrete sidewalk and landing pad at the canoe launch ramp.

The adjusted Contract Completion date is January 29, 2016. All other provisions of the Original Contract / Addendum remain in full effect.

CAPTEC recommends approval of this Change Order and request the City's review and approval to proceed with processing. Please review the attached documentation and advise if acceptable.

Should you have any questions or require any additional information, please feel free to contract me at your earliest convenience.

Sincerely,

Gary L.S. Jones, P.E.
Director of Construction

P:\1500\1583 -Savannas Rec Area CEI\Canoe Launhc & Ed Centerl\Construction\Change Orders\CO#1\FKnott Change Order No 1 Final True up Ed Center 012816

"EXHIBIT B"

Canoe/Kayak Launch & Ed. Center Change Order No. 1 - Final True up

1/28/2016

Item No.	Description	Unit	Original Quantity	Original Unit Price	New Unit Price	New Quantity	Adjustment This CO	Amount
	PO. 20150146 - Ed Center							
005	Soil Tracking Device	EA	1	$2,530.00	$2,530.00	0	-1.00	($2,530.00)
008	Mail Box	EA	1	$115.00	$115.00	0	-1.00	($115.00)
008	Regular Excavation	CY	1669	$5.00	$5.00	842	-827.00	($4,135.00)
009	Subsoil Excavation	CY	2009	$4.00	$4.00	4896	2887.00	$11,548.00
010	Embankment	CY	2156	$5.00	$5.00	4896	2740.00	$13,700.00
011	Stabilization (Type B)	SY	4203	$5.00	$5.00	3950	-253.00	($1,265.00)
012	Concrete Pavement 7"	SY	3999	$42.00	$42.00	3746	-253.00	($10,626.00)
013	Concrete Sidewalk	SY	501	$32.00	$32.00	462	-39.00	($1,248.00)
014	Concrete Wheel Stops	EA	38	$32.00	$32.00	37	-1.00	($32.00)
015	Performance Turf - Ed Center	SY	2637	$5.00	$5.00	2275	-362.00	($1,810.00)
022	Sign post Relocate	EA	2	$100.00	$100.00	1	-1.00	($100.00)
024	Painted Pavement Markings White Solid 8"	LF	46	$1.00	$1.00	48	2.00	$2.00
025	Painted Pavement Markings White Solid 18"	LF	18	$2.00	$2.00	11	-7.00	($14.00)
026	Painted Pavement Markings White Solid 24"	LF	16	$3.00	$3.00	12.5	-3.50	($10.50)
030	Painted Pavement Markings Yellow Solid 8"	LF	96	$1.00	$1.00	52	-44.00	($44.00)
031	Painted Pavement Markings Yellow Solid 18"	LF	8	$2.00	$2.00	10	2.00	$4.00
032	Painted Pavement Markings Blue Solid 6"	LF	268	$2.00	$2.00	223	-45.00	($90.00)
CO1-001	Floating Flooring	LS	0	$0.00	$11,466.00	1	1.00	$11,466.00
CO1-002	A/C Return	LS	0	$0.00	$2,350.00	1	1.00	$2,350.00
CO1-003	Additional Plantings	EA	0	$0.00	$4.80	300	300.00	$1,440.00
CO1-004	Rock Drive Entrance	LS	0	$0.00	$825.00	1	1.00	$825.00
CO1-005	Reroute Downspout through Deck	LS	0	$0.00	$250.00	1	1.00	$250.00
CO1-006	A/C Keyed Power Switch	EA	0	$0.00	$1,380.00	1	1.00	$1,380.00
	Subtotal							**$20,945.50**
	PO. 20150146 - Canoe Launch							
038	Sediment Barrier	LF	1976	$3.00	$3.00	156	-1820.00	($5,460.00)
039	Staked Turbidity Barrier	LF	6369	$5.00	$5.00	6322	-47.00	($235.00)
046	Structural Course Type SP 9.5	TN	862	$115.00	$115.00	788.9	-73.10	($8,406.50)
052	Performance Turf - To date	SY	10253	$5.00	$5.00	19211	8958.00	$44,790.00
CO1-007	Road Repair Fix No. 1	LS	0	$0.00	$21,858.25	1	1.00	$21,858.25
CO1-008	Road Repair Fix No. 2	LS	0	$0.00	$52,913.80	1	1.00	$52,913.80
CO1-009	Type S 12.5 Base	TN	164	$0.00	$99.95	203.3	39.30	$3,928.04
CO1-010	Removal and replacement of Sidewalk and landing	SY	0	$0.00	$9,524.00	1	1.00	$9,524.00
CO1-011	Additional survey for sidewalk and two roadway revision	LS	0	$0.00	$3,848.75	1	1.00	$3,848.75
	SUBTOTAL							**$122,761.34**
	TOTAL							$143,706.84

TOTAL CHANGE ORDER NO. 1 $143,706.84

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney

Agenda Item: Motion: Direction to Engage the Services of The Law Offices of Robin Bresky in pending appellate litigation with Joseph D'Agostino v. City of Port St. Lucie, et al.

Submittal Date: 1/29/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Mission "D" – Acting in a Financially Responsible Manner.

BACKGROUND: On or about July 27, 2015, a Third Amended Complaint was filed on behalf of Plaintiff, Joseph D'Agostino, against Defendants, City of Port St. Lucie, Greg Oravec, City Manager (former), Roger Orr, City Attorney (former), Jerry Bentrott and Joann Faiella, Mayor (former) alleging an action for damages against the City (Count I), violation of the Florida Sunshine Act against the City and Greg Oravec (Count II), wrongful termination of employment against the City (Count III), violations of Florida Statutes §112.532 against the City (Count IV), violations of Florida Statutes §112.532 against the City (Count V), and violations of Florida Statutes §112.532 against Oravec, Bentrott, Faiella, Orr, Vega and Deltoro (Count VI). The City filed a Motion for Final Summary Judgment and Memorandum of Law alleging there were no genuine issues as to any material fact and that the City was entitled to judgment as a matter of law. The Plaintiff then had the burden to demonstrate to the Court that there were specific material facts in dispute and the obligation to come forward with sufficient evidence for each element of the case rested squarely with the Plaintiff.

On December 1, 2015, the Motion for Final Summary Judgment was before the Court for consideration and, after arguments of counsel, the Court granted Defendants' Motion for Final Summary Judgment with respect to Counts I, II, III and IV. Further, on December 1, 2015, Plaintiff, Joseph D'Agostino, voluntarily dismissed, with prejudice, the remaining counts of his Third Amended Complaint (Counts V and VI). Thereafter, and pursuant to the Court's granting of Summary Judgment in favor of the Defendants, Final Judgment in Favor of Defendants was executed by the Court on January 2, 2016 and entered with the Clerk on January 5, 2016.

Pursuant to the Florida Rules of Appellate Procedure, Rule 9.110(b), the Plaintiff had thirty (30) days from the date of entry of the Final Judgment in Favor of Defendants to timely file an appeal. On January 27, 2016, Plaintiff's counsel filed a Notice of Appeal with the Court on behalf of the Plaintiff, Joseph D'Agostino. The appeal is currently pending and it is requested that the City Council for the City of Port St. Lucie engage the services of Robin

Bresky, Esq. as appellate counsel to represent the interests of the City of Port St. Lucie and the individual defendants through the appeals process.

ANALYSIS: We are requesting the services of outside legal counsel to represent the interests of the City and the individual defendants through the appeals process.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by Pam E. Booker, City Attorney on 1/29/2016.

STAFF RECOMMENDATION: Direction from City Council to Proceed

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Notice of Appeal filed on behalf of Plaintiff, Joseph D'Agostino; and Agreement to Provide Legal Services by The Law Offices of Robin Bresky

RECEIVED

FEB 01 2016

CITY MANAGER'S OFFICE

Filing # 37079867 E-Filed 01/27/2016 03:42:07 PM

IN THE CIRCUIT COURT OF THE
19TH JUDICIAL CIRCUIT, IN AND
FOR ST. LUCIE COUNTY, FLORIDA

JOSEPH D'AGOSTINO

Plaintiff,

vs.

CITY OF PORT ST. LUCIE, GREG ORAVEC, (Former) City Manager, ROGER ORR, (Former) City Attorney, JERRY BENTROTT, JOANN FAIELLA, Mayor, RICHARD DELTORO and WILLIAM VEGA,

Defendants.

CASE NO.: 56-2012-CA-4037

NOTICE OF APPEAL

NOTICE IS HEREBY GIVEN that Plaintiff/Appellant, JOSEPH D'AGOSTINO, appeals to the District Court of Appeal, Fourth District of Florida, the Order on Defendants' Motion for Final Summary Judgment, rendered by the Honorable Janet Carney Croom on December 1, 2015, and the Final Judgment in Favor of Defendants, rendered by the Honorable Janet Carney Croom on January 2, 2016. A conformed copy of the order and Final Judgment being appealed are attached, in accordance with Rule 9.110(d) and 9.160(c), Fla.R.App.P.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing has been furnished by email to counsel for Defendants, Allen C. Sang, Esq. to acs@carmanbeauchamp.com, Carman, Beauchamp & Sang, P.A., 1850 Lee Rd., Ste. 334, Winter Park, FL 32789 on this 27th day of January, 2016.

/s Guy Bennett Rubin

GUY BENNETT RUBIN, ESQ.
Florida Bar No. 691305
RUBIN & RUBIN
PO Box 395
Stuart, FL 34995
(772) 283-2004
(772) 283-2009 Facsimile
Primary Email: grubin@rubinandrubin.com
Secondary Email: wmowery@rubinandrubin.com
Attorneys for Plaintiff/Appellant D'Agostino

Filing # 35011953 E-Filed 12/01/2015 02:58:18 PM

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT, IN AND FOR ST. LUCIE COUNTY, FLORIDA

CASE NO.: 56-2012-CA-004037

JOSEPH D'AGOSTINO,

Plaintiff,

vs.

CITY OF PORT ST. LUCIE, GREG ORAVEC, (Former) City Manager, ROGER ORR, (Former) City Attorney, JERRY BENTROTT, JOANN FAIELLA, Mayor, RICHARD DELTORO and WILLIAM VEGA,

Defendants.
_____/

ORDER ON DEFENDANTS' MOTION FOR FINAL SUMMARY JUDGMENT

THIS CAUSE having come before the Court for consideration on December 1st, 2015, on Defendant's Motion For Final Summary Judgment, and after argument of counsel and the Court being fully advised in the premises, it is hereby

ORDERED AND ADJUDGED that:

1. The Defendants' Motion For Final Summary Judgment is hereby GRANTED/~~DENIED.~~ in part

2. as to counts 1, 2, 3 and 4 as a matter of law for the reasons stated on the record.

DONE AND ORDERED in Chambers at Ft. Pierce, St. Lucie County, Florida this 1st day of December, 2015.

HONORABLE JANET CARNEY CROOM
Circuit Court Judge

cc: Guy B. Rubin, Esq., grubin@rubinandrubin.com; Rubin & Rubin, P.O. Box 395, Stuart, FL 34995.
Allen Sang, Esq., acs@carmanbeauchamp.com; 1850 Lee Rd., Suite 334, Winter Park, Florida 32789.

Filing # 36138198 E-Filed 01/05/2016 09:45:53 AM

IN THE CIRCUIT COURT OF THE 19TH JUDICIAL CIRCUIT, IN AND FOR ST. LUCIE COUNTY, FLORIDA

JOSEPH D'AGOSTINO,

Plaintiff,

vs.

CITY OF PORT ST. LUCIE, GREG ORAVEC, (Former) City Manager, ROGER ORR, (Former) City Attorney, JERRY BENTROTT, JOANN FAIELLA, Mayor, RICHARD DELTORO and WILLIAM VEGA,

Defendants.
_____/

CASE NO.: 56-2012-CA-004037

FINAL JUDGMENT IN FAVOR OF DEFENDANTS

Pursuant to the Court's Granting Summary Judgment in favor of the Defendants, it is hereby:

ADJUDGED that Plaintiff, JOSEPH D'AGOSTINO, take nothing by this action and that Defendants, CITY OF PORT ST. LUCIE, GREG ORAVEC, (Former) City Manager, ROGER ORR, (Former) City Attorney, JERRY BENTROTT, JOANN FAIELLA, Mayor, RICHARD DELTORO and WILLIAM VEGA, shall go hence without day.

DONE AND ORDERED in Chambers in Fort Pierce, St. Lucie County, Florida this 2 day of January, 2016.

Honorable Janet Carney Croom
Circuit Court Judge

cc: Guy Bennett Rubin, Esq., grubin@rubinandrubin.com
Allen C. Sang, Esq., acs@carmanbeauchamp.com

THE LAW OFFICES OF
ROBINBRESKY
APPELLATE LAW
DEPTH OF RESEARCH. STRENGTH OF KNOWLEDGE.

Robin I. Bresky, ESQ.
Appellate Attorney

February 2, 2016

AGREEMENT TO PROVIDE LEGAL SERVICES

BEFORE SIGNING, READ THIS DOCUMENT CAREFULLY. IT CONTAINS YOUR AGREEMENT WITH THIS ATTORNEY REGARDING YOUR RESPONSIBILITY FOR PAYMENT OF ATTORNEY'S FEES AND COSTS INCURRED ON YOUR BEHALF. IF YOU DO NOT UNDERSTAND THIS AGREEMENT, OR IF IT DOES NOT CONTAIN ALL MATTERS DISCUSSED BETWEEN YOU AND THIS ATTORNEY, DO NOT SIGN THIS AGREEMENT.

This **Agreement To Provide Legal Services** ("Agreement"), dated February 2, 2016, is made and entered into by and between **City of Port St. Lucie, Florida** and **Gregory J. Oravec, an individual,** (hereinafter also referred to individually and collectively as "Client"), and **Robin Bresky, P.A.** (hereinafter also referred to as "Law Offices of Robin Bresky" or "Attorney").

1. **Subject Matter.** The Law Offices of Robin Bresky will represent the City of Port St. Lucie, Florida and Gregory J. Oravec, in the District Court of Appeal of the State of Florida, Fourth District, in an appeal stemming from a Notice of Appeal which was filed on January 27, 2016 by the Plaintiff, Joseph D'Agostino, in the case styled ***Joseph D'Agostino, Plaintiff vs. City of Port St. Lucie, Greg Oravec, (Former) City Manager, Roger Orr (Former) City Attorney, Jerry Bentrott, Joann Faiella, Mayor, Richard Deltoro and William Vega, Defendants,*** pending in the Civil Division of the Circuit Court of the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, as Case No. 56-2012-CA-004037.

The Orders appealed by the Plaintiff, Joseph D'Agostino, are the following:

- **Order on Defendants' Motion for Final Summary Judgment** rendered on December 1, 2015, which provides that "The Defendants' Motion for Final Summary Judgment is hereby GRANTED in part as to counts 1, 2, 3 and 4 as a matter of law for the reasons stated on the record.";[1] and,

- **Final Judgment in Favor of Defendants** rendered on January 5, 2016.

2. **Legal Services To Be Provided.** The legal services to be provided include: review of the case file and relevant documents; legal research; review of Appellant's Initial, and Reply Brief (if filed); drafting and filing of Appellees' Answer Brief; drafting and filing of necessary motions and responses; review of motions and responses filed by Appellant; correspondence and emails; telephone conferences; meetings; preparation for and appearance at Oral Argument; and settlement negotiations, if needed.

[1] On December 1, 2015 the Plaintiff voluntary dismissed the remaining counts of his Third Amended Complaint, the same being Plaintiff's dismissal of counts 5 and 6, with prejudice.

The Law Offices of Robin Bresky will file a Notice of Appearance as attorney of record for the Appellees in the appeal in the District Court of Appeal of the State of Florida, Fourth District.

The Law Offices of Robin Bresky does not and will not represent Client in any other tribunal or proceeding unless a separate retainer agreement is entered into by and between the parties to this Agreement.

3. Attorney's Fees. Calculation Of Legal Fees. Client agrees to pay the Law Offices of Robin Bresky a Five Thousand Dollars ($5,000.00) non-refundable "evergreen" attorney's retainer fee which is due and payable upon Client's execution of this Agreement. The "evergreen" attorney's retainer fee will be applied towards the final invoice in this matter.

Client also agrees to pay the Law Offices of Robin Bresky the following reasonable hourly rates for professional legal services rendered pursuant to this Agreement, to-wit:

a. Three Hundred Fifty ($350.00) for Robin Bresky, Esq.; Senior Associates, Jonathan Mann, Esq. and Randall Burks, Esq.; Associate, Jeremy Dicker, Esq.; Michele K. Feinzig, Esq. and Joanne R. Telischi, Esq. (of Counsel to the Law Offices of Robin Bresky); and,
b. One Hundred Seventy Dollars ($170.00) for Senior Paralegal, Pamela Barnette; and One Hundred Twenty-Five Dollars ($125.00) for Paralegal, Ashleigh Stone.

Client acknowledges and agrees that if any lawsuit arises out of the Attorney/Client relationship and the Attorney prevails, then and in such event the Client shall be responsible for and shall pay all of the attorneys' fees and costs connected therewith. Any dispute arising out of this professional relationship shall be heard in St. Lucie County, Florida.

4. Costs And Expenses Payable By Client. It is Client's responsibility to pay for all costs and expenses incurred by the Law Offices of Robin Bresky in representing Client's interests in this matter. Client agrees to pay all costs and expenses upfront for, among other things, filing fees; transcriptions of hearings, trials, and depositions; court reporter expenses (i.e. for depositions, attendance at hearings, or trials); and to reimburse the Attorney for costs including, but not limited to, electronic legal research (i.e. LexisNexis), photocopying, telephone toll charges, facsimiles/ telefaxes, postage, travel/mileage, and other out-of-pocket expenses arising in the representation of Client.

5. Client's Responsibility. Client agrees to pay the Law Offices of Robin Bresky according to this Agreement. Client agrees to remit payment in full within twenty (20) days of Client's receipt of invoices from the Law Offices of Robin Bresky. Client agrees to fully cooperate with the Attorney and to provide all information known or available to Client, which in the Attorney's opinion would aid in assisting and representing Client in this matter.

6. Termination Of Services. The Law Offices of Robin Bresky may terminate this Agreement if Client is in breach of Client's obligations under this Agreement or if the Attorney is otherwise required to do so in accordance with the *Rules Regulating The Florida Bar* which govern attorneys. In the event that the Law Offices of Robin Bresky exercises its right to withdraw under the provisions of this clause, the Law Offices of Robin Bresky shall be entitled to the non-refundable "evergreen" attorney's retainer fee of $5,000.00, plus all costs and expenses incurred in this matter. Client is entitled to terminate this Agreement, subject to Client's contractual liability to the Law Offices of Robin Bresky for services rendered.

7. No Guarantees. It is clearly understood by Client, and Client acknowledges, that the Attorney cannot make, and has not made, any guarantees regarding the successful disposition of any advice of counsel or the outcome of any matter.

8. Complete Agreement. This writing includes the entire Agreement between Client and the Law Offices of Robin Bresky. This Agreement may not be modified or changed unless, in writing, signed by the party to be charged with such modification or change. If any provision of this Agreement is judicially declared to be invalid or unenforceable, the remaining severable provisions will remain in full force and effect.

9. Agreement Subject To Rules Regulating The Florida Bar. This Agreement is made subject to the *Rules Regulating The Florida Bar* which are expressly incorporated herein by reference.

10. Signatures. Client and the Law Offices of Robin Bresky have read and agreed to the terms, conditions, and provisions of this Agreement. The Attorney has provided Client with answers to any questions Client may have had, and has further explained this Agreement to the complete satisfaction of the Client. Client has been given, or will promptly be given upon execution, a fully-executed copy of this Agreement.

11. Counterparts. This Agreement may be executed in multiple counterparts, each shall constitute an original, and all of which shall constitute one single Agreement. Electronic transmissions and/or copies of the signature block shall be deemed enforceable.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

Client:

City of Port St. Lucie, Florida

By:_____
As _____
of the City of Port St. Lucie, Florida

Dated: _____

And,

By:_____
As _____
of the City of Port St. Lucie, Florida

Dated: _____

Client:

By:_____
Gregory J. Oravec, Individually

Dated: _____

Attorney:

Law Offices of Robin Bresky

By:_____
Robin Bresky, Esq.

Dated: _____

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13F
Meeting Date: ~~2/8/16~~

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam E. Booker, City Attorney

FROM: Azlina Goldstein Siegel, Assistant City Attorney

Agenda Item: Motion: Property Acquisition for Bayshore Blvd./Selvitz Rd. Improvement Project – Contract to Purchase Lots 27 and 28, Block 35, PSL Section 25

Submittal Date: 1/27/2016

STRATEGIC PLAN LINK: IMPROVED MOBILITY WITHIN THE CITY OF PORT ST. LUCIE

BACKGROUND: In March 2015, the Public Works Department undertook a warrant analysis of the intersection of NW Bayshore Boulevard and NW Selvitz Road. The analysis indicated that during peak hours the intersection experienced a low level of service ("LOS"). As a result, the City determined that it would be in the best interests of the public to plan and budget for an improvement project for this intersection that would not only improve the low LOS but also increase capacity. A consultant was hired to evaluate the intersection and provide recommendations. The consultant determined that a roundabout with dedicated turning lanes would be the most beneficial and efficient means of improving the intersection given the existing and projected traffic patterns for the area. However, in order to construct the recommended roundabout and associated turning lanes, the acquisition of property for right-of-way purposes is necessary.

ANALYSIS: The acquisition of the above-referenced properties, which are vacant residential lots located at 690 and 700 NW Selvitz Road are necessary for the successful construction and completion of this intersection improvement project. The subject properties will be used (1) to construct certain intersection improvements such as a portion of the roundabout and/ or a turning lane, and (2) to provide an area for passive recreation, stormwater treatment and attenuation, or both. Attached for review and approval by the Port St. Lucie City Council is a Contract for Sale and Purchase.

The attached Contract for the acquisition of the unimproved, platted residential lots is the result of negotiations with the property owner, Mr. Hugh C. Sherwood. The total Purchase Price of $32,000.00, which is for two (2) lots, is based upon comparable sales of similar vacant lots. In addition, the typical prorations normally considered being part of closing costs and expenses will be prorated; however any payoff of the special assessment for the City's

water/sewer expansion project and State documentary stamp taxes shall be borne solely by the Seller. The City will pay the standard title fees and costs associated with obtaining an Owner's Title Insurance Policy.

FINANCIAL INFORMATION: This Bayshore Blvd./Selvitz Rd. Improvement Project was planned and budgeted for by the Public Works Department. Therefore, funding is available for the necessary property acquisition activities under the Road & Bridge CIP Fund.

LEGAL INFORMATION: The City's Legal Department worked with the Public Works Department on this property acquisition matter. The Contract was reviewed by Azlina Goldstein Siegel, Assistant City Attorney, and is approved as to form.

STAFF RECOMMENDATION: Approval of the City's proposed purchase of the subject properties is recommended by the Public Works Department.

SPECIAL CONSIDERATION: N/A.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: NW Bayshore Boulevard & NW Selvitz Road

ATTACHMENTS: Contract to Purchase and Site Map

cc: James Angstadt, P.E., Public Works Director
Heath Stocton, PE, Transportation Engineer – Public Works Dept.

RECEIVED
JAN 2 9 2016
CITY MANAGER'S OFFICE

PARTIES AND DESCRIPTION OF PROPERTY

1. SALE AND PURCHASE: Hugh C. Sherwood ("Seller")
and City of Port St. Lucie, a Florida municipal corporation ("Buyer")
agree to sell and buy on the terms and conditions specified below the property ("Property") described as:
Address: 690 and 700 NW Selvitz Road, Port St. Lucie, Florida
Legal Description: Lot 27, Block 35, Port St. Lucie Section Twenty Five PID No.: 3420-620-1011-000/0
Lot 28, Block 35, Port St. Lucie Section Twenty Five PID No.: 3420-620-1012-000/7
SEE ATTACHED EXHIBIT "A"

Including all improvements and the following additional property: _____

PRICE AND FINANCING

2. PURCHASE PRICE: $ 32,000.00 payable by **Buyer** in U.S. funds as follows:

(a) $_____ Deposit received (checks are subject to clearance) on _____, _____ by _____ (Signature) for delivery to _____ (Name of Company) ("Escrow Agent")
(Address of Escrow Agent) _____
(Phone # of Escrow Agent) _____

(b) $_____ Additional deposit to be delivered to Escrow Agent by _____, _____ or ____ days from Effective Date (10 days if left blank).

(c) _____ Total financing (see Paragraph 3 below) (express as a dollar amount or percentage)

(d) $_____ Other: _____

(e) $ 32,000.00 Balance to close (not including **Buyer's** closing costs, prepaid items and prorations). All funds paid at closing must be paid by locally drawn cashier's check, official check or wired funds.

❑ **(f)** (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) The unit used to determine the purchase price is ❑ lot ❑ acre ❑ square foot ❑ other (specify: _____) prorating areas of less than a full unit. The purchase price will be $_____ per unit based on a calculation of total area of the Property as certified to **Buyer** and **Seller** by a Florida-licensed surveyor in accordance with Paragraph 8(c) of this Contract. The following rights of way and other areas will be excluded from the calculation: _____

3. CASH/FINANCING: (Check as applicable) ☑ **(a) Buyer** will pay cash for the Property with no financing contingency.
❑ **(b)** This Contract is contingent on **Buyer** qualifying and obtaining the commitment(s) or approval(s) specified below (the "Financing") within _____ days from Effective Date (if left blank then Closing Date or 30 days from Effective Date, whichever occurs first) (the "Financing Period"). **Buyer** will apply for Financing within _____ days from Effective Date (5 days if left blank) and will timely provide any and all credit, employment, financial and other information required by the lender. If **Buyer**, after using diligence and good faith, cannot obtain the Financing within the Financing Period, either party may cancel this Contract and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.
❑ **(1) New Financing: Buyer** will secure a commitment for new third party financing for $_____ or _____% of the purchase price at the prevailing interest rate and loan costs based on Buyer's creditworthiness. **Buyer** will keep **Seller** and Broker fully informed of the loan application status and progress and authorizes the lender or mortgage broker to disclose all such information to **Seller** and Broker.
❑ **(2) Seller Financing: Buyer** will execute a ❑ first ❑ second purchase money note and mortgage to **Seller** in the amount of $_____, bearing annual interest at _____% and payable as follows: _____
The mortgage, note, and any security agreement will be in a form acceptable to **Seller** and will follow forms generally accepted in the county where the Property is located; will provide for a late payment fee and acceleration at the mortgagee's

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option if **Buyer** defaults; will give **Buyer** the right to prepay without penalty all or part of the principal at any time(s) with interest only to date of payment; will be due on conveyance or sale; will provide for release of contiguous parcels, if applicable; and will require **Buyer** to keep liability insurance on the Property, with **Seller** as additional named insured. **Buyer** authorizes **Seller** to obtain credit, employment and other necessary information to determine creditworthiness for the financing. **Seller** will, within 10 days from Effective Date, give **Buyer** written notice of whether or not **Seller** will make the loan.

☐ **(3) Mortgage Assumption: Buyer** will take title subject to and assume and pay existing first mortgage to _____

_____

LN#_____ in the approximate amount of $_____ currently payable at $_____ per month including principal, interest, ☐ taxes and insurance and having a ☐ fixed ☐ other (describe) _____

_____

interest rate of _____% which ☐ will ☐ will not escalate upon assumption. Any variance in the mortgage will be adjusted in the balance due at closing with no adjustment to purchase price. **Buyer** will purchase **Seller's** escrow account dollar for dollar. If the lender disapproves **Buyer**, or the interest rate upon transfer exceeds _____% or the assumption/transfer fee exceeds $_____, either party may elect to pay the excess, failing which this agreement will terminate and **Buyer's** deposit(s) will be returned.

CLOSING

4. CLOSING DATE; OCCUPANCY: This Contract will be closed and the deed and possession delivered on February 19, 2016 ("Closing Date"). Unless the Closing Date is specifically extended by the **Buyer** and **Seller** or by any other provision in this Contract, the Closing Date shall prevail over all other time periods including, but not limited to, financing and feasibility study periods. If on Closing Date insurance underwriting is suspended, **Buyer** may postpone closing up to 5 days after the insurance suspension is lifted. If this transaction does not close for any reason, **Buyer** will immediately return all **Seller**-provided title evidence, surveys, association documents and other items.

5. CLOSING PROCEDURE; COSTS: Closing will take place in the county where the Property is located and may be conducted by mail or electronic means. If title insurance insures **Buyer** for title defects arising between the title binder effective date and recording of **Buyer's** deed, closing agent will disburse at closing the net sale proceeds to **Seller** (in local cashier's checks if **Seller** requests in writing at least 5 days prior to closing) and brokerage fees to Broker as per Paragraph **17**. In addition to other expenses provided in this Contract, **Seller** and **Buyer** will pay the costs indicated below.

(a) Seller Costs:
Taxes on the deed
Recording fees for documents needed to cure title
Title evidence (if applicable under Paragraph 8)
Other: SEE ATTACHED ADDENDUM

(b) Buyer Costs:
Taxes and recording fees on notes and mortgages
Recording fees on the deed and financing statements
Loan expenses
Lender's title policy at the simultaneous issue rate
Inspections
Survey and sketch
Insurance
Other: SEE ATTACHED ADDENDUM

(c) Title Evidence and Insurance: Check (1) or (2):

☐ **(1)** The title evidence will be a Paragraph 8(a)(1) owner's title insurance commitment. ☐ **Seller** will select the title agent and will pay for the owner's title policy, search, examination and related charges or ☑ **Buyer** will select the title agent and pay for the owner's title policy, search, examination and related charges or ☐ **Buyer** will select the title agent and **Seller** will pay for the owner's title policy, search, examination and related charges.

☐ **(2) Seller** will provide an abstract as specified in Paragraph **8(a)(2)** as title evidence. ☐ **Seller** ☐ **Buyer** will pay for the owner's title policy and select the title agent. **Seller** will pay fees for title searches prior to closing, including tax search and lien search fees, and **Buyer** will pay fees for title searches after closing (if any), title examination fees and closing fees.

(d) Prorations: The following items will be made current and prorated as of the day before Closing Date: real estate taxes, interest, bonds, assessments, leases and other Property expenses and revenues. If taxes and assessments for the current year cannot be determined, the previous year's rates will be used with adjustment for any exemptions. **PROPERTY TAX DISCLOSURE SUMMARY: BUYER** SHOULD NOT RELY ON THE **SELLER'S** CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT **BUYER** MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR FURTHER INFORMATION.

(e) Special Assessment by Public Body: Regarding special assessments imposed by a public body, **Seller** will pay (i) the full amount of liens that are certified, confirmed and ratified before closing and (ii) the amount of the last estimate of the assessment

If an improvement is substantially completed as of Effective Date but has not resulted in a lien before closing, and **Buyer** will pay all other amounts. If special assessments may be paid in installments ☐ **Buyer** ☐ **Seller** (if left blank, **Buyer**) shall pay installments due after closing. If **Seller** is checked, **Seller** will pay the assessment in full prior to or at the time of closing. Public body does not include a Homeowner Association or Condominium Association.

(f) Tax Withholding: If **Seller** is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code requires **Buyer** to withhold 10% of the amount realized by the **Seller** on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption applies. The primary exemptions are (1) **Seller** provides **Buyer** with an affidavit that **Seller** is not a "foreign person", (2) **Seller** provides **Buyer** with a Withholding Certificate providing for reduced or eliminated withholding, or (3) the gross sales price is $300,000 or less, **Buyer** is an individual who purchases the Property to use as a residence, and **Buyer** or a member of **Buyer's** family has definite plans to reside at the Property for at least 50% of the number of days the Property is in use during each of the first two 12 month periods after transfer. The IRS requires **Buyer** and **Seller** to have a U.S. federal taxpayer identification number ("TIN"). **Buyer** and **Seller** agree to execute and deliver as directed any instrument, affidavit or statement reasonably necessary to comply with FIRPTA requirements including applying for a TIN within 3 days from Effective Date and delivering their respective TIN or Social Security numbers to the Closing Agent. If **Seller** applies for a withholding certificate but the application is still pending as of closing, **Buyer** will place the 10% tax in escrow at **Seller's** expense to be disbursed in accordance with the final determination of the IRS, provided **Seller** so requests and gives **Buyer** notice of the pending application in accordance with Section 1445. If **Buyer** does not pay sufficient cash at closing to meet the withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the requirement. **Buyer** will timely disburse the funds to the IRS and provide **Seller** with copies of the tax forms and receipts.

(g) 1031 Exchange: If either **Seller** or **Buyer** wishes to enter into a like-kind exchange (either simultaneously with closing or after) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party will cooperate in all reasonable respects to effectuate the Exchange including executing documents; provided, however, that the cooperating party will incur no liability or cost related to the Exchange and that the closing shall not be contingent upon, extended or delayed by the Exchange.

PROPERTY CONDITION

6. LAND USE: **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition, with conditions resulting from **Buyer's** Inspections and casualty damage, if any, excepted. **Seller** will maintain the landscaping and grounds in a comparable condition and will not engage in or permit any activity that would materially alter the Property's condition without the **Buyer's** prior written consent.

(a) Flood Zone: **Buyer** is advised to verify by survey, with the lender and with appropriate government agencies which flood zone the Property is in, whether flood insurance is required and what restrictions apply to improving the Property and rebuilding in the event of casualty.

(b) Government Regulation: **Buyer** is advised that changes in government regulations and levels of service which affect **Buyer's** intended use of the Property will not be grounds for canceling this Contract if the Feasibility Study Period has expired or if **Buyer** has checked choice (c)(2) below.

(c) Inspections: *(check (1) or (2) below)*

☐ **(1) Feasibility Study:** **Buyer** will, at **Buyer's** expense and within _____ days from Effective Date ("Feasibility Study Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion, for _____ use. During the Feasibility Study Period, **Buyer** may conduct a Phase I environmental assessment and any other tests, analyses, surveys and investigations ("Inspections") that **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural and environmental properties; zoning and zoning restrictions; subdivision statutes; soil and grade; availability of access to public roads, water, and other utilities; consistency with local, state and regional growth management plans; availability of permits, government approvals, and licenses; and other Inspections that **Buyer** deems appropriate to determine the Property's suitability for the **Buyer's** intended use. If the Property must be rezoned, **Buyer** will obtain the rezoning from the appropriate government agencies. **Seller** will sign all documents **Buyer** is required to file in connection with development or rezoning approvals.

Seller gives **Buyer**, its agents, contractors and assigns, the right to enter the Property at any time during the Feasibility Study Period for the purpose of conducting Inspections; provided, however, that **Buyer**, its agents, contractors and assigns enter the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from losses, damages, costs, claims and expenses of any nature, including attorneys' fees, expenses and liability incurred in application for rezoning or related proceedings, and from liability to any person, arising from the conduct of any and all Inspections or any work authorized by **Buyer**. **Buyer** will not engage in any activity that could result in a construction lien being filed against the Property without **Seller's** prior written consent. If this transaction does not close, **Buyer** will, at **Buyer's** expense, (1) repair all damages to the Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and (2) release to **Seller** all reports and other work generated as a result of the Inspections.

Buyer will deliver written notice to **Seller** prior to the expiration of the Feasibility Study Period of **Buyer's** determination of whether or not the Property is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property as suitable for **Buyer's** intended use in its "as is" condition. If the Property is unacceptable to **Buyer** and written notice of this fact is timely delivered to **Seller**, this Contract will be deemed terminated as of the day after the Feasibility Study period ends and **Buyer's** deposit(s) will be returned after Escrow Agent receives proper authorization from all interested parties.

☑ **(2) No Feasibility Study:** **Buyer** is satisfied that the Property is suitable for **Buyer's** purposes, including being satisfied that either public sewerage and water are available to the Property or the Property will be approved for the

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installation of a well and/or private sewerage disposal system and that existing zoning and other pertinent regulations and restrictions, such as subdivision or deed restrictions, concurrency, growth management and environmental conditions, are acceptable to **Buyer**. This Contract is not contingent on **Buyer** conducting any further investigations.

(d) Subdivided Lands: If this Contract is for the purchase of subdivided lands, defined by Florida Law as "(a) Any contiguous land which is divided or is proposed to be divided for the purpose of disposition into 50 or more lots, parcels, units, or interests; or (b) Any land, whether contiguous or not, which is divided or proposed to be divided into 50 or more lots, parcels, units, or interests which are offered as a part of a common promotional plan.", **Buyer** may cancel this Contract for any reason whatsoever for a period of 7 business days from the date on which **Buyer** executes this Contract. If **Buyer** elects to cancel within the period provided, all funds or other property paid by **Buyer** will be refunded without penalty or obligation within 20 days of the receipt of the notice of cancellation by the developer.

7. RISK OF LOSS; EMINENT DOMAIN: If any portion of the Property is materially damaged by casualty before closing, or **Seller** negotiates with a governmental authority to transfer all or part of the Property in lieu of eminent domain proceedings, or if an eminent domain proceeding is initiated, **Seller** will promptly inform **Buyer**. Either party may cancel this Contract by written notice to the other within 10 days from **Buyer's** receipt of **Seller's** notification, failing which **Buyer** will close in accordance with this Contract and receive all payments made by the government authority or insurance company, if any.

TITLE

8. TITLE: **Seller** will convey marketable title to the Property by statutory warranty deed or trustee, personal representative or guardian deed as appropriate to **Seller's** status.

(a) Title Evidence: Title evidence will show legal access to the Property and marketable title of record in **Seller** in accordance with current title standards adopted by the Florida Bar, subject only to the following title exceptions, none of which prevent **Buyer's** intended use of the Property as public purpose; covenants, easements and restrictions of record; matters of plat; existing zoning and government regulations; oil, gas and mineral rights of record if there is no right of entry; current taxes; mortgages that **Buyer** will assume; and encumbrances that **Seller** will discharge at or before closing. **Seller** will deliver to **Buyer** Seller's choice of one of the following types of title evidence, which must be generally accepted in the county where the Property is located (specify in Paragraph 5(c) the selected type). **Seller** will use option (1) in Palm Beach County and option (2) in Miami-Dade County.

(1) A title insurance commitment issued by a Florida-licensed title insurer in the amount of the purchase price and subject only to title exceptions set forth in this Contract and delivered no later than 2 days before Closing Date.

(2) An existing abstract of title from a reputable and existing abstract firm (if firm is not existing, then abstract must be certified as correct by an existing firm) purporting to be an accurate synopsis of the instruments affecting title to the Property recorded in the public records of the county where the Property is located and certified to Effective Date. However if such an abstract is not available to **Seller**, then a **prior owner's title policy** acceptable to the proposed insurer as a base for reissuance of coverage. **Seller** will pay for copies of all policy exceptions and an update in a format acceptable to **Buyer's** closing agent from the policy effective date and certified to **Buyer** or **Buyer's** closing agent, together with copies of all documents recited in the prior policy and in the update. If a prior policy is not available to **Seller** then (1) above will be the title evidence. Title evidence will be delivered no later than 10 days before Closing Date.

(b) Title Examination: **Buyer** will examine the title evidence and deliver written notice to **Seller**, within 5 days from receipt of title evidence but no later than Closing Date, of any defects that make the title unmarketable. **Seller** will have 30 days from receipt of **Buyer's** notice of defects ("Curative Period") to cure the defects at **Seller's** expense. If **Seller** cures the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and the parties will close the transaction on Closing Date or within 10 days from **Buyer's** receipt of **Seller's** notice if Closing Date has passed. If **Seller** is unable to cure the defects within the Curative Period, **Seller** will deliver written notice to **Buyer** and **Buyer** will, within 10 days from receipt of **Seller's** notice, either cancel this Contract or accept title with existing defects and close the transaction.

(c) Survey: **Buyer** may, prior to Closing Date and at **Buyer's** expense, have the Property surveyed and deliver written notice to **Seller**, within 5 days from receipt of survey but no later than 5 days prior to closing, of any encroachments on the Property, encroachments by the Property's improvements on other lands or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and **Buyer's** and **Seller's** obligations will be determined in accordance with subparagraph (b) above.

(d) Coastal Construction Control Line: If any part of the Property lies seaward of the coastal construction control line as defined in Section 161.053 of the Florida Statutes, **Seller** shall provide **Buyer** with an affidavit or survey as required by law delineating the line's location on the Property, unless **Buyer** waives this requirement in writing. The Property being purchased may be subject to coastal erosion and to federal, state, or local regulations that govern coastal property, including delineation of the coastal construction control line, rigid coastal protection structures, beach nourishment, and the protection of marine turtles. Additional information can be obtained from the Florida Department of Environmental Protection, including whether there are significant erosion conditions associated with the shoreline of the Property being purchased.

☐ **Buyer** waives the right to receive a CCCL affidavit or survey.

MISCELLANEOUS

9. EFFECTIVE DATE; TIME; FORCE MAJEURE:

(a) Effective Date: The "Effective Date" of this Contract is the date on which the last of the parties initials or signs and delivers final offer or counteroffer. **Time is of the essence for all provisions of this Contract.**

(b) Time: All time periods expressed as days will be computed in business days (a "business day" is every calendar day except Saturday, Sunday and national legal holidays). If any deadline falls on a Saturday, Sunday or national legal

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holiday, performance will be due the next business day. All time periods will end at 5:00 p.m. local time (meaning in the county where the Property is located) of the appropriate day.

(c) Force Majeure: Buyer or **Seller** shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused or prevented by an act of God or force majeure. An "act of God" or "force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections and any other cause not reasonably within the control of the **Buyer** or **Seller** and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended (not to exceed 30 days) for the period that the force majeure or act of God is in place. In the event that such "act of God" or "force majeure" event continues beyond the 30 days in this sub-paragraph, either party may cancel the Contract by delivering written notice to the other and **Buyer's** deposit shall be refunded.

10. NOTICES: All notices shall be in writing and will be delivered to the parties and Broker by mail, personal delivery or electronic media. **Buyer's failure to deliver timely written notice to Seller, when such notice is required by this Contract, regarding any contingencies will render that contingency null and void and the Contract will be construed as if the contingency did not exist. Any notice, document or item delivered to or received by an attorney or licensee (including a transaction broker) representing a party will be as effective as if delivered to or by that party.**

11. COMPLETE AGREEMENT: This Contract is the entire agreement between **Buyer** and **Seller. Except for brokerage agreements, no prior or present agreements will bind Buyer, Seller or Broker unless incorporated into this Contract.** Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. **Buyer** and **Seller** will use diligence and good faith in performing all obligations under this Contract. This Contract will not be recorded in any public records.

12. ASSIGNABILITY; PERSONS BOUND: Buyer may **not** assign this Contract without **Seller's** written consent. The terms "**Buyer**," "**Seller**," and "Broker" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives and assigns (if permitted) of **Buyer, Seller** and Broker.

DEFAULT AND DISPUTE RESOLUTION

13. DEFAULT: (a) Seller Default: If for any reason other than failure of **Seller** to make **Seller's** title marketable after diligent effort, **Seller** fails, refuses or neglects to perform this Contract, **Buyer** may choose to receive a return of **Buyer's** deposit without waiving the right to seek damages or to seek specific performance as per Paragraph **14. Seller** will also be liable to Broker for the full amount of the brokerage fee. **(b) Buyer Default:** If **Buyer** fails to perform this Contract within the time specified, including timely payment of all deposits, **Seller** may choose to retain and collect all deposits paid and agreed to be paid as liquidated damages or to seek specific performance as per Paragraph **14**; and Broker will, upon demand, receive 50% of all deposits paid and agreed to be paid (to be split equally among Brokers) up to the full amount of the brokerage fee.

14. DISPUTE RESOLUTION: This Contract will be construed under Florida law. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach will be settled as follows:

(a) Disputes concerning entitlement to deposits made and agreed to be made: Buyer and **Seller** will have 30 days from the date conflicting demands are made to attempt to resolve the dispute through **mediation**. If that fails, Escrow Agent will submit the dispute, if so required by Florida law, to Escrow Agent's choice of arbitration, a Florida court or the Florida Real Estate Commission ("FREC"). **Buyer** and **Seller** will be bound by any resulting award, judgment or order. A broker's obligation under Chapter 475, FS and the FREC rules to timely notify the FREC of an escrow dispute and timely resolve the escrow dispute through mediation, arbitration, interpleader, or an escrow disbursement order, if the broker so chooses, applies only to brokers and does not apply to title companies, attorneys or other escrow companies.

(b) All other disputes: Buyer and **Seller** will have 30 days from the date a dispute arises between them to attempt to resolve the matter through mediation, failing which the parties will resolve the dispute through neutral binding **arbitration** in the county where the Property is located. The arbitrator may not alter the Contract terms or award any remedy not provided for in this Contract. The award will be based on the greater weight of the evidence and will state findings of fact and the contractual authority on which it is based. If the parties agree to use discovery, it will be in accordance with the Florida Rules of Civil Procedure and the arbitrator will resolve all discovery-related disputes. Any disputes with a real estate licensee named in Paragraph **17** will be submitted to arbitration only if the licensee's broker consents in writing to become a party to the proceeding. This clause will survive closing.

(c) Mediation and Arbitration; Expenses: "Mediation" is a process in which parties attempt to resolve a dispute by submitting it to an impartial mediator who facilitates the resolution of the dispute but who is not empowered to impose a settlement on the parties. Mediation will be in accordance with the rules of the American Arbitration Association ("AAA") or other mediator agreed on by the parties. The parties will equally divide the mediation fee, if any. "Arbitration" is a process in which the parties resolve a dispute by a hearing before a neutral person who decides the matter and whose decision is binding on the parties. Arbitration will be in accordance with the rules of the AAA or other arbitrator agreed on by the parties. Each party to any arbitration will pay its own fees, costs and expenses, including attorneys' fees, and will equally split the arbitrators' fees and administrative fees of arbitration. In a civil action to enforce an arbitration award, the prevailing party to the arbitration shall be entitled to recover from the nonprevailing party reasonable attorneys' fees, costs and expenses.

Buyer (____) (____) and **Seller** (AS) (AS) (____) acknowledge receipt of a copy of this page, which is Page 5 of 7 Pages.

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ESCROW AGENT AND BROKER

15. ESCROW AGENT: **Buyer** and **Seller** authorize Escrow Agent to receive, deposit and hold funds and other items in escrow and, subject to clearance, disburse them upon proper authorization and in accordance with Florida law and the terms of this Contract, including disbursing brokerage fees. The parties agree that Escrow Agent will not be liable to any person for misdelivery of escrowed items to **Buyer** or **Seller**, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence. If Escrow Agent interpleads the subject matter of the escrow, Escrow Agent will pay the filing fees and costs from the deposit and will recover reasonable attorneys' fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. All claims against Escrow Agent will be arbitrated, so long as Escrow Agent consents to arbitrate.

16. PROFESSIONAL ADVICE; BROKER LIABILITY: Broker advises **Buyer** and **Seller** to verify all facts and representations that are important to them and to consult an appropriate professional for legal advice (for example, interpreting contracts, determining the effect of laws on the Property and transaction, status of title, foreign investor reporting requirements, the effect of property lying partially or totally seaward of the Coastal Construction Control Line, etc.) and for tax, property condition, environmental and other specialized advice. **Buyer** acknowledges that Broker does not reside in the Property and that all representations (oral, written or otherwise) by Broker are based on **Seller** representations or public records. **Buyer agrees to rely solely on Seller, professional inspectors and governmental agencies for verification of the Property condition and facts that materially affect Property value.** **Buyer** and **Seller** respectively will pay all costs and expenses, including reasonable attorneys' fees at all levels, incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations. **Buyer** and **Seller** hold harmless and release Broker and Broker's officers, directors, agents and employees from all liability for loss or damage based on **(1)** **Buyer's** or **Seller's** misstatement or failure to perform contractual obligations; **(2)** Broker's performance, at **Buyer's** and/or **Seller's** request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor; **(3)** products or services provided by any vendor; and **(4)** expenses incurred by any vendor. **Buyer** and **Seller** each assume full responsibility for selecting and compensating their respective vendors. This paragraph will not relieve Broker of statutory obligations. For purposes of this paragraph, Broker will be treated as a party to this Contract. This paragraph will survive closing.

17. BROKERS: The licensee(s) and brokerage(s) named below are collectively referred to as "Broker." **Instruction to Closing Agent:** **Seller** and **Buyer** direct closing agent to disburse at closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the brokers, except to the extent Broker has retained such fees from the escrowed funds. In the absence of such brokerage agreements, closing agent will disburse brokerage fees as indicated below. This paragraph will not be used to modify any MLS or other offer of compensation made by **Seller** or listing broker to cooperating brokers.

Selling Sales Associate/License No. _____ *Selling Firm/Brokerage Fee: ($ or % of Purchase Price)* _____

Listing Sales Associate/License No. _____ *Listing Firm/Brokerage fee: ($ or % of Purchase Price)* _____

ADDITIONAL TERMS

18. ADDITIONAL TERMS: _____

Buyer (____) (____) and **Seller** (#3) (____) acknowledge receipt of a copy of this page, which is Page 6 of 7 Pages.

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This is intended to be a legally binding contract. If not fully understood, seek the advice of an attorney prior to signing.

OFFER AND ACCEPTANCE

(Check if applicable: ☐ Buyer received a written real property disclosure statement from Seller before making this Offer.) Buyer offers to purchase the Property on the above terms and conditions. Unless this Contract is signed by Seller and a copy delivered to Buyer no later than 11:00 ☑ a.m. ☐ p.m. on January 28, 2016, this offer will be revoked and Buyer's deposit refunded subject to clearance of funds.

COUNTER OFFER/ REJECTION

☐ Seller counters Buyer's offer (to accept the counter offer, Buyer must sign or initial the counter offered terms and deliver a copy of the acceptance to Seller. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counter is delivered. ☐ Seller rejects Buyer's offer.

Date: _____ Buyer: _____

Print name: _____

Date: _____ Buyer: _____

Phone: 772-873-6321 Print name: Jeff Bremer

Fax: 772-873-6335 Address: 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984

E-mail: _____ Email: agoldstein@cityofpsl.com

Date: _____ Seller: _____

Print name: _____

Date: _____ Seller: _____

Phone: 914-819-7384 Print name: Hugh C. Sherwood

Fax: _____ Address: 1591 NW Manzanita Street, Palm City, Florida 32907

E-mail: _____ Email: RRRestorationNY@gmail.com

Effective Date: _____ (The date on which the last party signed or initialed and delivered the final offer or counteroffer.)

Buyer (____) (____) and Seller (HS) (____) acknowledge receipt of a copy of this page, which is Page 7 of 7 Pages.

The Florida Association of REALTORS and local Board/Association of REALTORS make no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as a REALTOR. REALTOR is a registered collective membership mark that may be used only by real estate licensees who are members of the National Association of REALTORS and who subscribe to its Code of Ethics.

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ADDENDUM

1. This Addendum will be incorporated into the FAR Vacant Land Contract for Sale and Purchase (hereinafter collectively referred to as the "Contract") between **HUGH C. SHERWOOD** (collectively the "Seller"), and the **CITY OF PORT ST. LUCIE, a Florida municipal corporation** (the "Buyer"), and shall supersede any provisions contained within said FAR Contract, and which may be in conflict with the provisions contained herein below.

2. **Purchase Price**. Buyer agrees to pay to Seller and Seller agrees to accept from Buyer at the time of Closing the sum of **THIRTY-TWO THOUSAND DOLLARS AND NO CENTS ($32,000.00)** for the Buyer's purchase of fee simple title to the Property which is described in the attached Exhibit "A."

3. **Proration**. The parties hereby agree that the typical pro-rations (such as, but not limited to, utility service, water and sewer costs, electricity, taxes) normally considered being part of closing costs and expenses shall be prorated; however, the payment of any and all delinquent or unpaid real estate taxes, together with the payoff of the special assessment for the City of Port St. Lucie's water and sewer expansion project and any unpaid solid waste assessments shall be borne solely by the Seller.

4. ***Ryan* Clause**. Buyer acknowledges and agrees that there may be deed restrictions, restrictive covenants and such other restrictions appearing on the plat or otherwise common to the subdivision affecting the Property. Buyer's acceptance of title to the Property, which is subject to such restrictions, shall not be construed as a waiver of Buyer's claim of exemption as a governmental unit, from any cloud or encumbrance created by the above-mentioned matters pursuant to *Ryan v. Manalapan,* 414 So.2d 193 (Fla. 1982). Buyer and Seller hereby agree that this language shall appear on the face of the deed transferring title to the Property from Seller to Buyer.

5. **Hazardous Materials, Compliance & Inspections**. The term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste, and it shall also include solid waste or debris of any kind with regard to the following provisions:

A. Compliance: Seller represents that the Property and all uses of the Property have been and presently are in compliance with all Federal, State and Local environmental laws; that no hazardous substances or materials have been generated, stored, treated, or transferred on the Property except as specifically disclosed to the Buyer or permitted under the applicable environmental laws; that the Seller has no knowledge of any spill or environmental law violation on any property contiguous to or in the vicinity of the Property to be purchased by the Buyer; that the Seller has not received any notice and otherwise has no knowledge of (i) any unlawful spill of hazardous or corrosive substance on the Property, (ii) any existing or threatened environmental lien against the Property, or (iii) any legal proceeding or investigation regarding the generation, storage, treatment or transfer of hazardous substances on the Property. This article provision shall survive closing and is not deemed satisfied by conveyance of title.

B. Inspections: Buyer may, at Buyer's sole cost and expense at any time prior to the Closing Date, perform an environmental site assessment of the Property. Buyer shall use the services of competent, professional consultants with expertise in the environmental site assessing process to determine the existence and extent, if any, of hazardous materials on the property. Should such inspections show defects to the Property including the presence of hazardous material and/or excessive development cost, which Buyer is unable or unwilling to accept, Buyer may elect to terminate its processing of this Contract by giving Seller written notice no later than two (2) days prior to the Closing Date, whereupon both Buyer and Seller shall be released from all further obligations hereunder, except those which expressly survive the termination hereof, unless Seller in Seller's sole discretion elects in writing to repair such defects to Buyer's satisfaction. If Seller is unwilling to repair such defects to Buyer's satisfaction, Buyer may waive all such defects and proceed to closing at Buyer's option without adjustment to the Purchase Price such option to be exercised in writing within fifteen (15) days of Seller's notice to Buyer that they are unable or unwilling to repair such defects. If Buyer does not waive such defects, this Contract shall terminate as above set forth. If the subsequent testing confirms the presence of hazardous materials or toxic substances or hazardous waste on the Real Property, Buyer or Seller may elect to terminate this Contract within fifteen (15) days of receipt of such inspection reports and be released from all further obligations hereunder, except those which expressly survive the termination hereof. Should Buyer and Seller elect not to terminate this Contract and proceed with Closing, Seller shall, at Seller's sole cost and expense, promptly and diligently commence and complete any and all assessments and clean ups and monitoring of the Real Property necessary to obtain full compliance with any and all applicable governmental restrictions.

6. Liens. The Property shall be released from all liens of record, including certified municipal, city, and county liens, as well as special assessments, if any, and shall be paid in full at or before closing by the Seller. If a pending lien has been filed against the Property which has not been certified as of the date of Closing, and the work and improvements for which the lien was filed have been completed prior to the Closing Date, despite the fact that the pending lien has not been certified, such lien shall be the responsibility of the Seller.

7. Loss. All risk of loss to the Property shall be borne by Seller until transfer of title.

8. Default. If either party defaults under this Contract, then the other party may waive the default and proceed with closing without adjustment to the Purchase Price, in which event any and all claims with respect to such default shall be deemed extinguished, or either party may seek specific performance. In no event shall either party be liable for any damages (actual, special, consequential, punitive, or otherwise) for any default under this Contract.

9. Dispute Resolution. All controversies, claims, and other matters in question arising out of or relating to this transaction or this Contract or its breach shall not be resolved through neutral binding arbitration; any disputes arising out of or relating to this transaction or this Contract shall be resolved through any and all other legal remedies available under the laws of the State of Florida.

10. Eminent Domain. The City of Port St. Lucie as the Buyer in this proposed real estate transaction reserves the right to file a condemnation action to secure clear fee simple marketable title to the Property against any and all known or unknown persons who may claim any interest whatsoever in and to the Property. In the event the City determines that it is in its best interest to acquire title through a condemnation proceeding, Seller expressly consents to such proceeding and agrees not to contest the taking on any grounds whatsoever, and to accept the Purchase Price, stated in Paragraph 2 hereinabove pursuant to a settlement agreement and/or a Stipulated Order of Taking and Final Judgment, as required by the City in its sole discretion, that will incorporate all of the obligations and responsibilities of the owner, as full and just compensation for the taking of the Property, including all attorneys' fees and costs and special damages, if any.

11. Expenses. Buyer shall be responsible for the costs of title insurance fees and obtaining an Owner's Title Insurance Policy. The Seller shall be responsible for the recording of the deed and any other documents required to be recorded in order to convey fee title to the Property. Seller shall also be responsible for the payment of Florida Documentary Stamp Taxes on the Deed, and any other similar taxes and fees concerning this conveyance, if any. Further, except as otherwise provided for in the Contract and this Addendum, each party shall be responsible for their own legal expenses and fees.

12. Governing Law. This Contract is governed by and will be construed in accordance with the laws of the State of Florida. In the event any legal or equitable action arises under this Contract, the proper venue of any such action shall lie exclusively within the state courts in and for St. Lucie County, Florida.

13. Litigation. In the event of any litigation arising out of this Contract, the prevailing party shall be entitled to recover reasonable attorney's fees and costs from the other party upon final court judgment, including appellate proceedings.

14. Recording. This Contract or notice thereof may be recorded by Buyer in the minutes of the Clerk of the City Council for Port St. Lucie, St. Lucie County, Florida, but shall not be recorded in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida.

15. Invalid Provisions. In the event any term or provision of this Contract is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in force and effect, provided that the inoperative provision(s) are not essential to the interpretation or performance of this Contract in accordance with the clear intent of the parties.

16. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy and/or email transmission of this Contract and any signatures thereon shall be considered for all purposes as originals.

17. Entire Agreement. This Contract contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the parties hereto.

18. Effectiveness. The effectiveness of this Contract is contingent upon and subject to approval by the City Council of Port St. Lucie, as well as a public hearing, if applicable. The date of such approval of the Contract by Buyer, as set forth above, is the Effective Date of this Contract.

SELLER:

Date: JAN 26TH 2016

By: _____
Hugh C. Sherwood

BUYER:
CITY OF PORT ST. LUCIE

Date: _____

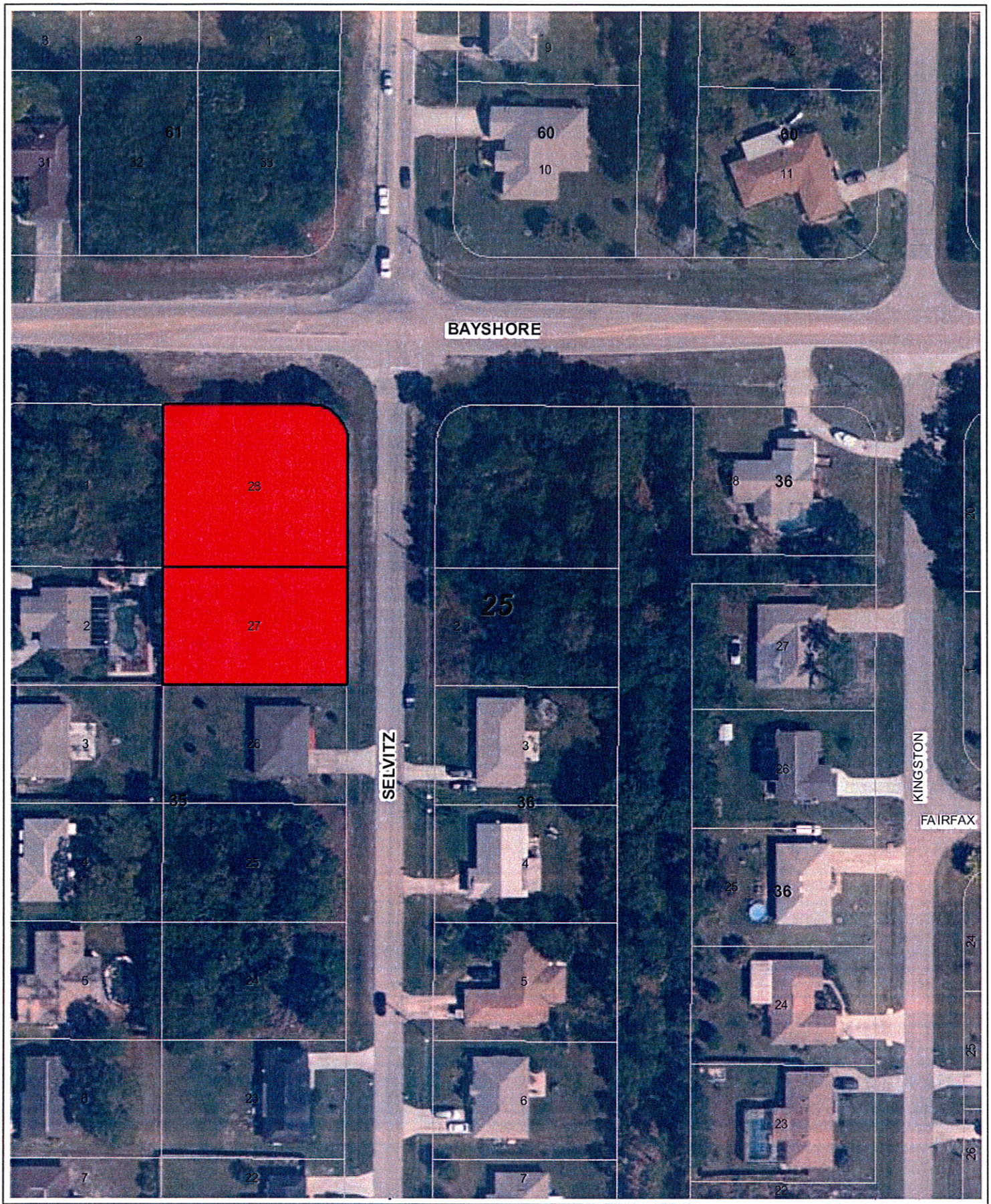
By: _____
Jeff Bremer
City Manager

EXHIBIT "A"

CITY OF PORT ST. LUCIE

BAYSHORE BLVD./SELVITZ RD. VOLUNTARY PROPERTY ACQUISITION PROGRAM
PROPERTY STREET ADDRESS: 690/700 NW SELVITZ ROAD, PORT ST. LUCIE, FL
ESTATE OR INTEREST SOUGHT: FEE SIMPLE
PARCEL IDs: 3420-620-1011-000/0 & 3420-620-1012-000/7

Lots 27 and 28, Block 35, PORT ST. LUCIE SECTION TWENTY-FIVE, according to the plat thereof, recorded in Plat Book 13, Pages 32, 32A through 32I, inclusive of the Public Records of St. Lucie County, Florida.



N

Bayshore Blvd./Selvitz Rd. Improvement Project

Lots 27 & 28, Block 35, PSL-25

Map produced by the City of Port St Lucie City Council Map Generator Website on: 1/27/2016

Scale:

0 0.005 0.01 0.02

mi

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13G
Meeting Date: 02/08/2016

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Daniel Holbrook, AICP, Assistant City Manager - Community Development Director
Jesus Merejo, Director of Utility Systems Department

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

Agenda Item: Motion: Request to Use McCarty Ranch Preserve Area as the Mitigation Receiving Area for the Public Purpose Improvements Associated with Plat – St. Lucie West Basin 4E-5 Plat No. 192 (P15-062)/Drainage Improvements

Submittal Date: 2/1/2016

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

BACKGROUND: The purpose of this request is to allow St. Lucie West Service District to use the per acre figure calculated for McCarty Ranch ($25,004.57/acre) for their upland preserve mitigation required for their drainage project associated with their subdivision plat (Basin 4E-5, Plat No. 192). The upland preserve requirement is outlined in Section 157.06(E) of the Natural Resources Protection code of the City's Land Development Regulations. The upland mitigation is also a requirement of the SLW Development Order. The project will remove approximately 5.36 acres from the upland preserve habitat associated with St. Lucie West DRI. In lieu of onsite preservation the mitigation ratio is 1.5 acres for offsite mitigation. That would increase the acreage to 8.04. The mitigation amount would be $201,036.78 for the 8.04 acres. This public purpose project will increase the drainage in St. Lucie West by connecting two existing drainage basins within the St. Lucie West Services District water management system.

ANALYSIS: The City Council discussed this at a workshop on May 16, 2013. See attached minutes from the workshop. The use of a portion of McCarty Ranch (931.42 acres) as a mitigation receiving area has been discussed several times over the

years. See the attached Future Land Use Map for McCarty Ranch. The Future Land Use designation of OSC (Open Space Conservation) is the area where the mitigation will occur. By using the ranch for mitigation, we provide a funding source for the long term maintenance of the 931.42 acres upland preserve on McCarty Ranch. See the attached spreadsheet outlining costs associated with the acquisition of McCarty Ranch and how the per acre figure was calculated. These funds will be distributed to a specific fund for McCarty Ranch maintenance of the preserved area. If this alternative is not made available to SLW Services District, their mitigation fee would be $1,704,394.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: Brennan Keeler, Staff Attorney has reviewed the backup material and the staff recommendation.

RECOMMENDATION: The Planning and Zoning staff recommends approval of the request to allow St. Lucie West Services District to use the per acre costs for McCarty Ranch Upland Preserve for their payment in lieu of preservation for their public purpose project. This will require the SLW Services District to submit a check for $201,036.78 to mitigate for their upland preserve. These funds will be set aside for this McCarty Ranch preserve area.

In addition staff recommends the City Council direct staff to initiate a program to allow other developments to avail themselves of this specific mitigation site.

SPECIAL CONSIDERATION: NA

PRESENTATION INFORMATION: Staff may provide a short presentation on the application.

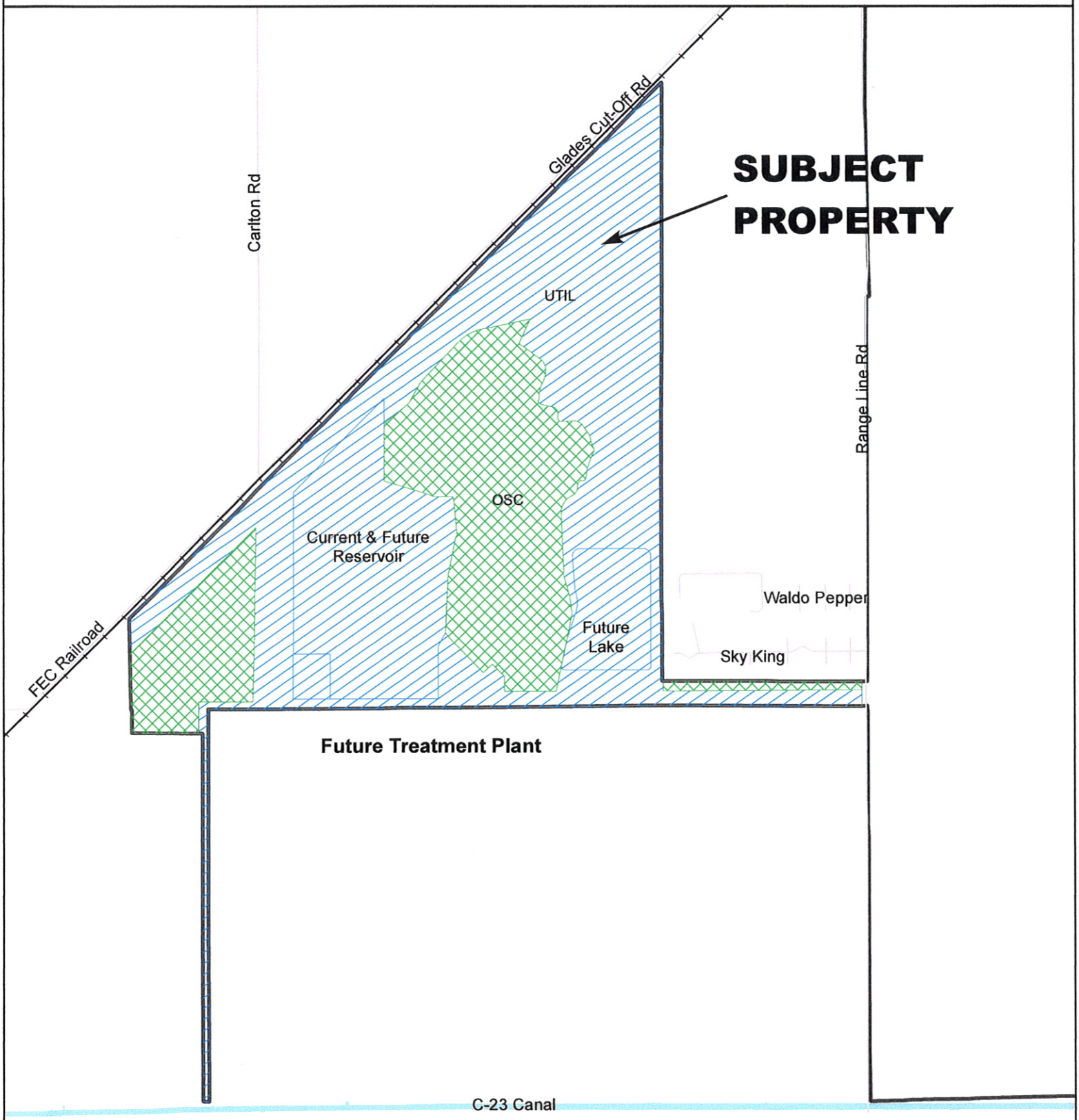
REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: The property to be mitigated for is located on the east side of Cashmere Boulevard, west of the Florida Turnpike, south of Westgate Elementary School, and north of the Renaissance Charter School. The mitigation will be on McCarty Ranch.

ATTACHMENTS: Maps, minutes and spreadsheet.

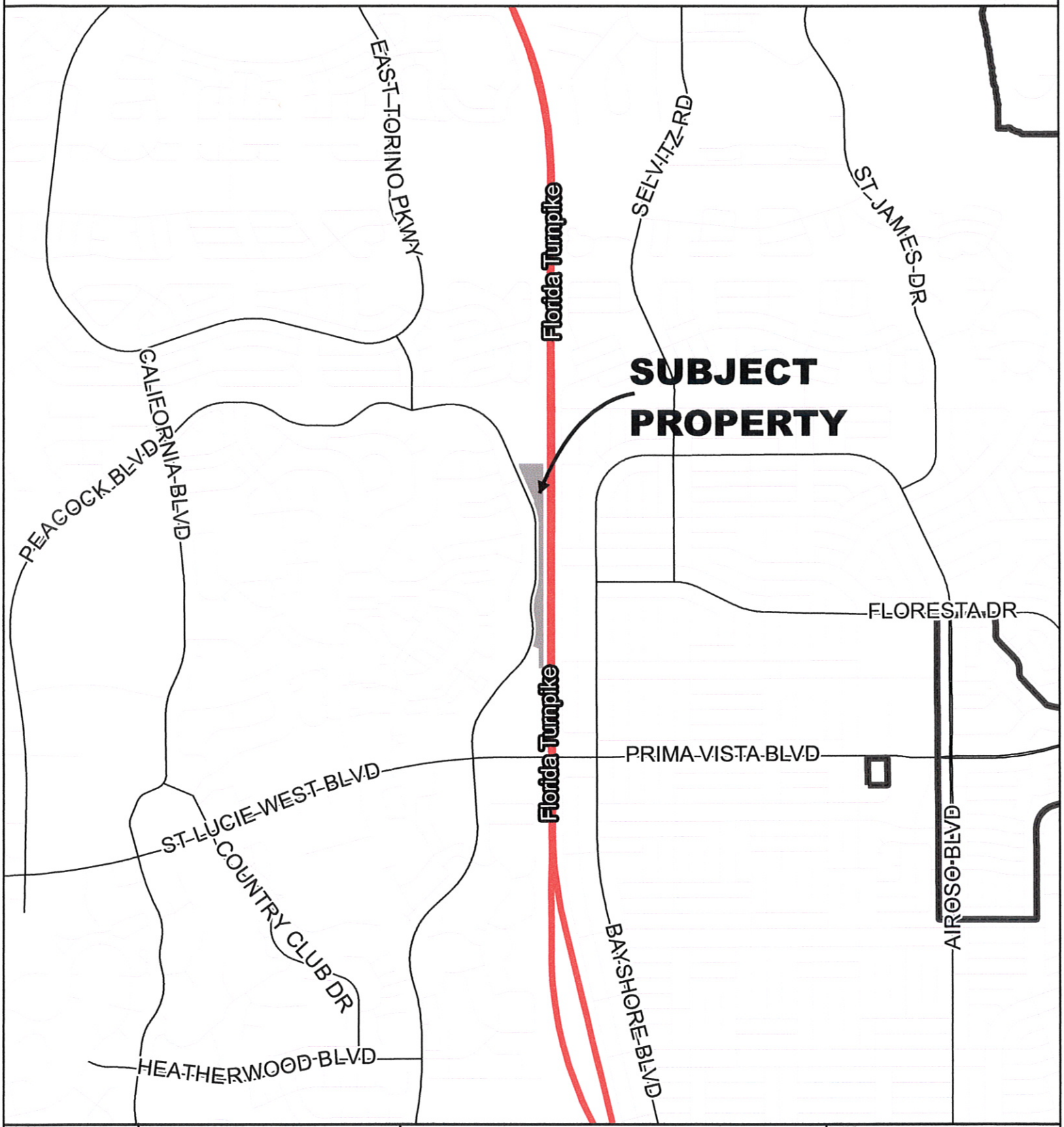
RECEIVED
FEB 0 1 2016
CITY MANAGER'S OFFICE

FUTURE LAND USE



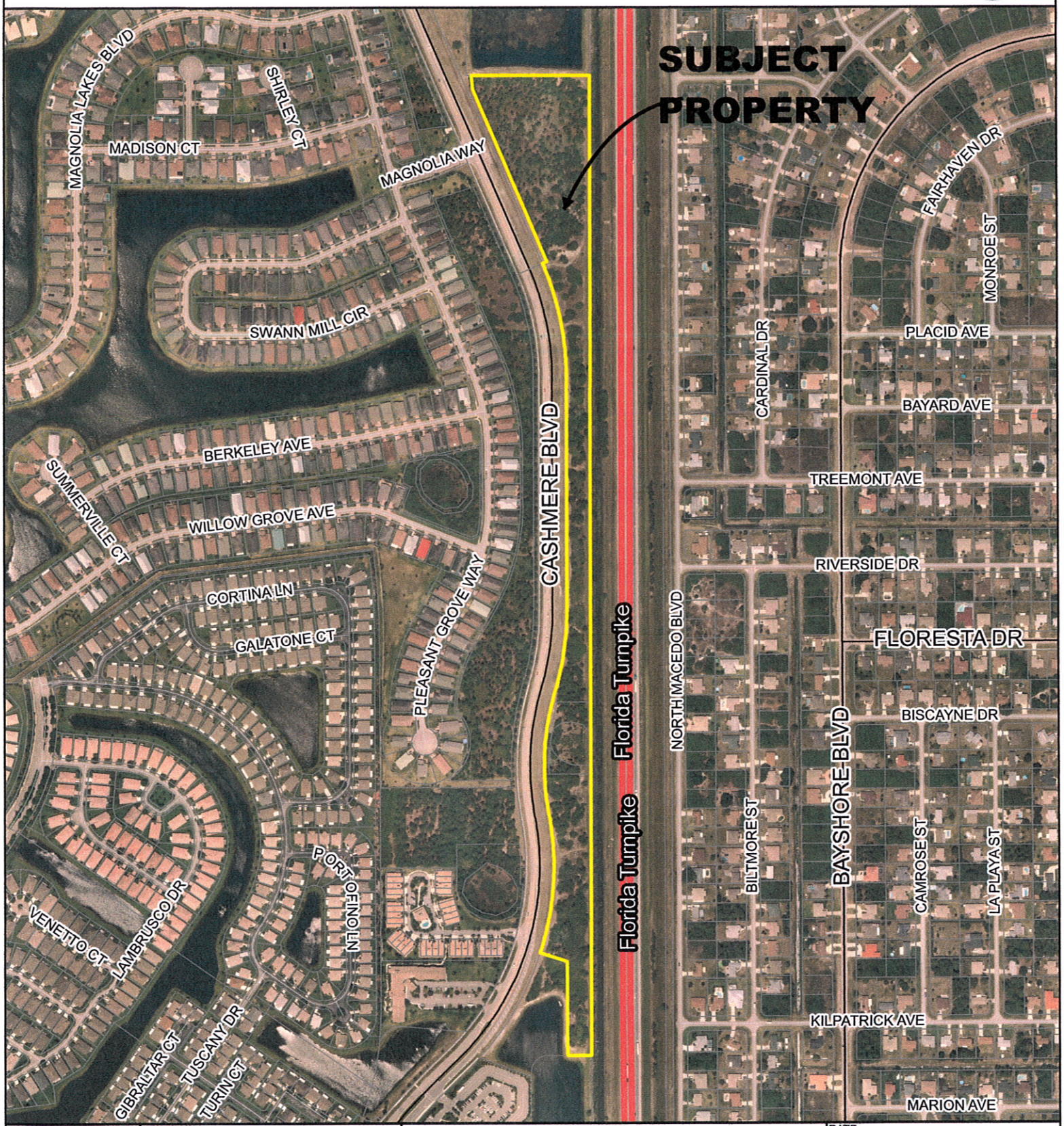
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	McCARTY RANCH TOWNSHIP 37 SOUTH, RANGE 38 EAST	DATE:	1/28/2016
		APPLICATION NUMBER:	P14-073
		USER:	mkohler
		SCALE:	1 in = 3,460 ft

GENERAL LOCATION



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	BASIN 4E-5 CANAL INTERCONNECT @ SLW	DATE: 4/13/2015 APPLICATION NUMBER: USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	BASIN 4E-5 CANAL INTERCONNECT @ SLW	DATE: 4/13/2015	
		APPLICATION NUMBER:	
		USER: patricias	
	AERIAL DATE 4/2012	SCALE: 1 in = 550 ft	

Total with all known costs

SLW Services District - Proposed Drainage Improvements

	Acres	Mitigation Ratio	Upland Mitigation Fee	Total Cost
Project 1	5.36	1.5	$202,904.10	$1,631,348.96
Total	5.36	1.5	$202,904.10	$1,631,348.96

McCarty Opportunity - Upland Bank

		Available Acres = 931.42	**Per Acre**
Cost of Land + related expenses	10,336,149.58		$11,097.20
Annexation	20,780.00		$22.31
Comp Plan Amend.	38,040.00		$40.84
Rezone	36,195.00		$38.86
Deed Restriction (flat)	5,000.00		$5.37
Initial Maintenance (per acre)	1,800.00		$1,800.00
Annual Maintenance x 10 (per acre)	1,200.00		$12,000.00
Total Cost	10,439,164.58	**Total Cost Per Acre**	**$25,004.57**

SLWSD - McCarty Proposal

Total Upland Acres	5.36
Mitigation Ration	1.50
Total Mitigation Acres	8.04
Total McCarty Proposal	$201,036.78

051613

CITY OF PORT ST. LUCIE
CITY COUNCIL WORKSHOP MINUTES
MAY 16, 2013

A Workshop of the CITY COUNCIL of the City of Port St. Lucie was called to order by Mayor Faiella on May 16, 2013, at 10:20 a.m., at the PORT ST. LUCIE COMMUNITY CENTER, 2195 SE Airoso Boulevard, Port St. Lucie, Florida.

1. **WORKSHOP CALLED TO ORDER**

2. **ROLL CALL**

Council Members Present:	Mayor JoAnn M. Faiella Vice Mayor Linda Bartz Councilman Ronald E. Bowen Councilwoman Shannon M. Martin
Council Members Not Present:	Councilwoman Michelle Lee Berger
Others Present:	Jeff Bremer, Interim City Manager Roger G. Orr, City Attorney Daniel Kleman, Special Assistant to the City Manager Karen A. Phillips, City Clerk Daniel Holbrook, Planning and Zoning Director Nick Dibenedetto, Project Coordinator, Engineering Denise Burton, Transportation Engineer, Engineering Susan Ruth, Secretary

3. **PLEDGE OF ALLEGIANCE**

Mayor Faiella led the assembly in the Pledge of Allegiance.

4. **ST. LUCIE WEST SERVICESS DISTRICT**

The Interim City Manager said, "Mr. Holbrook is going to make a presentation for us, but I wanted to take a moment to commend the staff for the awesome job that they have done. We met several times in terms of trying to provide some level of

guidance and assistance with respect to St. Lucie West. It segues into a broader issue that could achieve a multitude of goals that we have established over the last several months. It's a concept that we think is workable."

Mr. Holbrook said, "This is a follow up to the St. Lucie West Services District's presentation and request to the Council last month. They had requested the City waive the upland mitigation fees for their drainage improvement project. For the record, I would just like to step back and go over some of the City's Codes and the process so that we have an understanding of what our rules are, what our fees are, and how it would apply to the project that they conceptually shared with us. Then, I will provide an alternative that we think could help them and assist the Council. If the Council likes the idea and would like us to go forward we can do more. If you don't, then we can look at other alternatives or suggestions."

Mr. Holbrook continued, "First, the City has a number of policies in the City's Comprehensive Plan, as well as goals, policies, and objectives that support the preservation of our natural resources. We also have Chapter 157, Natural Resource Code, of the Code of Ordinances. I am just going to read the purpose for the record. 'The purpose of this subchapter is to provide for the preservation of viable habitats for plants and animals within the City.' That's the purpose of having the rules that we have. When people ask why we have it, it's because we have unique resources in the City. We've learned through history that we need to preserve what we have, because a lot of it has been destroyed. We have programs and rules that everybody plays by. As a part of those rules if you have native vegetative communities, they're required to preserve 25% when you propose development, given that the size of that acreage is at two acres or greater. For sizes less than two acres, we have the new Tree Preservation Code that would address the specific trees individually. When development comes in and they want to develop a parcel within the City and it has 100% native uplands on it, they're going to be required to preserve 25% of that. If they say we can't or don't want to, they have options. The Code already has those options laid out. First, they can preserve onsite because existing uplands exist on this site; they are there now. If they say they don't want to or we feel our plan wouldn't work as well, the Code lays out a few options. First, you could actually propose to purchase other land and donate it to the City. We've had some situations in the past where large developers have done that before I was with the City. Another option which seems to be the norm when people are using the

mitigation option is that they actually pay the upland fee. That fee has changed depending on the market and the analysis and what staff basically came back with. The price of the land has been in flux over the decades."

Mr. Holbrook continued, "Several years ago the Council had been petitioned so many times to review the fees that the fees have been reduced as a need to do something. We came back, we made a revision, made changes to the Code, clarified how those funds actually can be used, and also set the fee. At the time it was $140,000 per acre and was to increase 5% every year. I believe it's to be brought back in 2017. The Council said they didn't want to deal with this on an annual basis because it's causing too much disruption. The development community needs assurance of what that price is going to be when they develop so they can factor that in. That's how the program works. They have three options: preserve onsite, donate land to the City, or pay the fee. Anytime anybody says that they need an option, they have one of those three. If there were other creative alternatives, I am sure people have the right to present that to the City. We have not seen that so far. St. Lucie West Services District has had flooding issues over the years and they have developed a plan to address the flooding issues. As staff we are not actually reviewing or commenting on the plan, but just what they asked the City to address in the presentation. What they asked the City to address was to consider waiving offsite mitigation fees in light of public purpose for the project and assist with the expedited applications to make the changes."

Mr. Holbrook continued, "I'll first start out part of the presentation from last month's workshop. They came up with the dollar figure for the three projects that they want to go forward with. Their estimate was $2.9 million in fees. I went back and used their figures to check and make sure they're accurate according to our current fee structure. For the three projects, you have Project One at 5.6 acres, Project Two at 8.45 acres, and Project Three at 2.15 acres. That gives you a total of 16.27 acres. If you are to mitigate offsite, either through the fee or land donation, there is a mitigation ratio of 1.5. Why do we have a mitigation ratio? The intent of mitigation ratios is if you're not going to keep it where it's at, there's harm. Therefore, you need to give more to correct the harm that you're doing, which is the removal of the uplands onsite. The mitigation ratio is 1.5 and that will give a total fee for the 16.27 acres, times 1.5. The current mitigation fee is $187,680 per acre. That would bring the total mitigation cost for this project just a little over $4.3 million. We are speaking real

money. I think that's why the District has come to the City asking for assistance. They provided the figures as far as the cost of design for construction. Based on the figures that they have provided, the mitigation fees clearly would be larger. St. Lucie West is a Development of Regional Impact that was approved in the late 1980's. As part of that, it has specific conditions that have requirements for preservation. That was part of the original plan. When you considered St. Lucie West and you knew that you were going to have different uses in different locations, part of that was going to be set aside. This is going to change that scenario. Additionally, for the three properties that they selected, there are other issues that they would have to address. Those being, the land use and some of that is open-space conservation and preservation; the zoning, most of the zoning of the property also is identified for preservation; and the plats, identified as conservation tracts. They have a series of applications that they would have to go through to make those changes because what they've selected as the sites for their improvement are all preserve sites. It's a choice for whatever reason. They can provide the justification for why they need to select those sites, but there is clearly a cost associated with that."

Councilwoman Martin asked, "Do they have to amend their DRI?" Mr. Holbrook said, "Yes. They will have to amend the DRI, the Comprehensive Plan, the Lake Forest PUD, and the plats before the fee would even come into play. What they stated in their presentation is a City assistance request and to consider waiving offsite mitigation fees in light of public purpose for project. My first comment is that the current ordinance does not provide for the waiving of fees. I don't know if that would be a slippery slope we would even want to entertain without having any language that would support it, or if you would see any concerns that this is opening Pandora's Box without specific guidelines. I don't know if you have any words of wisdom or suggestions, but the current ordinance does not provide for that."

The City Attorney said, "I believe there is another provision in that Code that allows the City Council to waive fees. Not specific to any given program, but I think that the metaphor, slippery slope, is very appropriate and should be approached ever so cautiously." Mayor Faiella said, "We're not talking about signage, banners, or sponsorship here. I understand what you're saying." The City Attorney said, "It is real money. As soon as you start into that Code and waiving that fee, then the private sector is going to be coming in and say they want to do

it because what they're doing benefits the public too. That's where the danger lies." The Interim City Manager said, "That led us down the path of an alternative without getting into a process of going down a slippery slope and considering waiving fees. That's the next portion of Mr. Holbrook's presentation."

Mr. Holbrook said, "The concept if you need to preserve, needs to be either that you're paying the fee or providing land. The City has recently purchased the McCarty Ranch property. Keep in mind that the primary goal of the purchase of the property was to increase long-term capacity for the City, as well as to diversify the water resources of the City. Understand that's Goal One and we can have other goals with the property. I think there are clearly opportunities. The size of the property is huge. In comparison, there are a vast number of cities that are smaller than this in our state. We have this very large piece of property that has current uses on it now, but does have opportunities and does have uplands on the site. We looked at that, played around, and took a look at different areas that we could consider. There are three areas where the City knows there are uplands on site. It does give anywhere between 800 and 900+ acres that we could consider for a mitigation bank if you wanted to consider that. We played with some numbers and we tried to put all the costs in that we would incur if we went down this path. If we're going to create a mitigation bank, we want to ensure that the property is actually going to be set aside for conservation. Otherwise, that's just accepting money and not doing anything with it. Here are the steps that we would take to get to that end result and be able to say yes, this property has the land use, the zoning, and appropriate restrictions that will preserve the land. It would still allow for that passive recreation. That's one of the ideas that we've considered for the property. We believe that if we put all the figures together, we could come up with a fee that would cover the cost of purchasing land, as well as all the applications that would take us to get those, the expenses that we've put into the property so far, and come up with a figure that would be well below the mitigation fee right now. We're speaking of a fraction. Not having vetted those numbers with all the departments, I don't want to throw a specific figure out there. I would comfortably say that it would be at least one-third of the current fee."

Mayor Faiella asked, "Is it a trade off?" Mr. Holbrook responded, "It would be a bank. What it would do is allow for us to further pursue the passive recreation and actually provide funding for that and as the funding became available, to

reimburse the utilities funds used to purchase this property. There would be a number of things we would have to do to get to this point. Step 1: The property needs to be in the City limits. The property is not currently in the City limits. At the request of the county, the Council tabled an annexation application Monday night so that we could have additional dialogue. They've represented that they have concerns which they need to come forward with and share with the Council. Step 2: Amend the City's Comp Plan to give the appropriate future land use designations. Step 3: Rezone the property."

Mr. Holbrook continued, "If the Council likes the concept, we would also need to prepare a plan that actually would lay out where we want to have these conservation areas. Going back to Step 1, for the initial use of the property, we need to know what that long-term plan is and what that looks like. What we don't want to do is Step 1. For Step 2, prepare a plan and ultimately bring that plan to the City Council for approval and then we can establish a fee. There have also been some comments that we should use fair market value. I don't know what that fair market value would be for the fee. We believe that the numbers we ran can comfortably and substantially reduce the cost and provide an alternative to St. Lucie West that hopefully would be much more palatable to them. Ultimately, they would have to make their business decision of what's in their best interest and then what they can afford. As part of that, if we opened that up to them and created a program, it would also possibly benefit other private developers if they chose to go down this route and preserve on the site. I don't know what the demands would be for that, but we had several discussions recently from property owners across the City that wanted to meet. I know the area-wide council had discussions very recently on some of their concerns, as far as the cost and the impact to development. I would still say that our sound ordinance has purpose and the meat of it is still important and very relevant. As far as having an alternative program that people could participate in and understanding that there are a finite number of acres that we could use, I believe that number is well above what the demand would be. That's the concept."

Councilwoman Martin said, "If we're talking about amending the DRI Comp Plan and the Lake Forest PUD, to do a trade off like this into the Conceptual Plan, we're talking about a long period of time. However, they have flooding problems and issues that need to be corrected. I understand the concept of the plan. We don't know when more storms are going to come. We don't know what's going to happen with weather events. It would seem to me

that they need to address the matters sooner rather than later. It could be years to get all this taken care of. We're talking about amending all of these things and making all of these changes. I'm trying to balance that correlation between those time frames, knowing how long these things take." Vice Mayor Bartz asked, "Was the second part of their request to expedite everything?" Mr. Holbrook said, "Yes it was and I can commit from the staff level that we will. If and when an application comes in, staff will expedite it because we do understand the seriousness of the issues that have existed. We have not received an application as of today." The Interim City Manager said, "The ball is really in their court. I think what they are waiting for is to see if we were going to make some accommodation with respect to the mitigation fee. What I heard at the last workshop was that the mitigation fees would be a killer for the project and it put it outside the reach of their abilities to do so. Now that we've laid out a basic concept, they now have an understanding that we're willing to work with them. We talked with staff and we will move as expeditiously as we possibly can. We will give them the ambassador service that we would give anyone and we will move the process along as quickly as we can within the guidelines we are required to follow. Even if they don't plan on doing this right now, they should come in with an idea that they are going to do it at some point."

Councilwoman Martin said, "You talked about how we don't have any numbers yet and you'd have to go and speak with the other departments. I'd like to know what that looks like. I'd like to make sure that for what we are giving that it really is fair. Does this involve borrowing any more funds from the utility contingency or anything like that?" Mr. Holbrook answered in the negative. Councilwoman Martin said, "I just want to make sure because we've done that for various reasons and I get it. That's not a bank. I just want to make sure there is nothing like that involved. I think I want to hear what we're giving and what the numbers are. What does that look like and is that really fair? I understand that they're our residents and I know help is needed out there, but we have to balance that." Councilman Bowen asked, "Mr. Holbrook, are you saying that there is actually a long-term problem and an immediate problem? Is the immediate problem drainage and the long-term problem to set up the mitigation bank regardless of what we do in St. Lucie West because we have a mitigation bank for other developers?" Mr. Holbrook responded, "The reason we're having the discussion is because they've come and said they need help. Staff said here's a way that we can help. We believe that we came back with very favorable figures

for them as well as for the City that completely cover all costs that the City has incurred for the property, and all of the passive recreation opportunities. One of their big concerns is they appreciate and love their way of life and how it looks. What we can do is say that as part of this program there is a commitment to preserving and being not just a good neighbor, but a much better neighbor."

Councilman Bowen asked, "Did you mention approximately one-third of the cost?" Mr. Holbrook responded, "That would be somewhere around there. Again, I don't want to throw numbers out there." Councilman Bowen said, "Is it your opinion that St. Lucie West Servicess District would want all or nothing?" Mayor Faiella said, "I don't think it's all or nothing." Councilman Bowen asked, "If they said they needed $4 million or some concession to make the project work, will that make the project work? If they don't like the alternative are we back to square one? That's my concern." Mayor Faiella responded, "That's something we would have to negotiate. I just want to make one thing clear to the Council. St. Lucie West is part of Port St. Lucie. I don't want to put barriers and walls up just because they have their own water district. As a City we have to get them the help they need. That's fair and well balanced in my book. The flooding is a big concern. We have to address that as a City." Councilman Bowen said, "I agree with that. I also agree with Councilwomen Martin when she said we want to make sure it's not a one-sided deal. If we get a fair deal I think it will be a win-win situation for both parties." Vice Mayor Bartz said, "It appears from their request that they were not looking for a waiving of all the fees. They were looking for something that was palatable for them that they could handle. Obviously, with all the fees they just couldn't make it work." Mayor Faiella said, "You're right. They're asking for help." Councilman Bowen asked, "Would that help enough?" Vice Mayor Bartz said, "Nobody knows that until we get the numbers, but at least they know that we are trying to come to a reasonable resolution."

The Interim City Manager said, "That's the important thing. The public purpose is the public purpose. Even the City does not get waivers on requirements that it has. We've had to vie mitigation fees as part of the process. We've had to vie mitigation fees as part of the C-24. I don't think we should bend in terms of at least providing some relief without providing a total waiver. Tthat was the goal that we set out to accomplish. I think we're there with respect of being able to provide a broader program than what we originally anticipated and that's awesome. That may actually spur some development because on a first-come-first-

served basis, if we only have a certain amount of acreage where you can get your project done for one-third or even one-half of what you would normally pay, would maybe make them pony up quicker than you might otherwise expect. That's the awesome nature of this entire concept. Again, we spent quite a few hours thinking about it. We want to make sure that the goal, which is water for the next 50 to 100 years, is still the primary purpose and actually have some funding to cover the cost of doing some projects that will enhance the environment. The annexation issue obviously is there. I think I just want to segue real quickly because this is part of the process. We did meet with the county commissioners on Tuesday. Ultimately, it's my opinion that the real issue is shrouded in legalities. The real issue that they are concerned about is the services district. In fact, they also said that there are three Council members who have come by and told them that they were going to service that area, in effect. I didn't really care what they said in that aspect. We laid out what the official action of the City is and that we don't want their service district. We're not interested in their service district. Then they brought up the inland port as an issue. They asked if we bought that property to try and put an end to the inland port. I said we bought it for water use for the next 50 to 100 years. Then they got into having a regional authority for their water. You know the issues are not, in my opinion, the legal aspect of it. They didn't talk about that. They immediately went to the service district and to the regional water and talked about an inland port, which I was told by some wasn't on the table. I don't know if it's on the table, but to me we answered all the questions. We told them we moved it from the Comprehensive Plan. I know that Mr. Merejo has been talking to their utilities folks and they've been talking to FPUA. We have telegraphed our intentions that we're not interested in taking their land. We took them out of our service map. We're going to modify the ordinance. We may have to redo the interlocal. Everything that I told them was that we're not interested in serving them, although realistically, we're the only dog in the show at this point. If they feel comfortable with us not pursuing that, they'll have to come back to us at some point. They'll have to either put in their own utility or they'll have to deal with us at some future date. But for now that's years away. We are going to have enough just servicing the growth of our population from a utility perspective, rather than branch out. I told them we're not interested in annexing any of their property. This was done for the specific purpose of providing water and recreational opportunities. It all boils down to the service district. I believe I have answered all the questions. We sat there until they were done with their

questions. There may be some hurt feelings on their part because we didn't personally notify them that we were approaching the property. I'm going to send them a letter asking them to rescind their conflict resolution because we answered all their questions and none of it appeared to be the legality of it."

Mayor Faiella asked, "Do you feel it's best to call a workshop with the county and basically put the cards on the table and see what their objections are?" Vice Mayor Bartz said, "No, because we've been there and done that." Mayor Faiella said, "The only way we're going to resolve this is if we communicate and tell them what our visions are. I heard from the County Commissioner that they didn't know exactly why we were purchasing. You know how rumors spin out of control." The Interim City Manager said, "That's pretty surprising to me. Maybe we didn't go reach out to them and say, we're thinking about buying this property. Officially, we have provided them with every piece of information we have been required to and then telegraphed what we were doing, because the annexation petition clearly states what the intentions of the property would be. This was not secretive. The unfortunate events when we toured the property were in the newspaper. We've had public meetings that were also in the newspaper. They knew immediately that we had tabled. They knew immediately what we were doing with respect to the property. Somehow they get that information. However, if they have hurt feelings about us not going out, I told them I don't make any apologies for the fact that whatever happened, happened. I was clear from our standpoint that we own it, we're going to annex it, and we're going to use it for the purposes for which it was bought. That was the bottom line at the end after they kept hammering on the communication issue. The way I addressed the communication issue was that I'm trying to set up some regular meetings with the County Administrator so we can have issues of commonality, possibly, a quarterly or mid-year meeting between the Council and the Commissioners. That may be a good thing as well, but not in this instance. This would not be a feel-good type of get together the way that it should be. I don't want any additional controversial issues to pop up. We have a planned agenda. To me, we already expressed what we're doing with the property."

Mayor Faiella asked, "How did you leave off?" The Interim City Manager responded, "My comment was that we own it, we're going to annex it, and we're going to rezone it. At that point they didn't really have too many more questions other than the fact that we were there for an hour answering all the questions that they had. I was willing to sit there until every single question

that they had was answered. We answered consistently, honestly, and forthrightly. While I understand what the statute says with respect to conflict resolution, we're not going to resolve anything because we already know what our path is. We know where that path lies and we know how we're going to proceed." Mayor Faiella asked, "What would be the end result if they still disagree?" The Interim City Manager answered, "We would have to undertake this conflict resolution because that's what the statute says. I don't know how long that would take. Ten minutes maybe?" The City Attorney interjected, "The meeting may only take ten minutes, but scheduling a conflict resolution process is taking well over six months, and in some cases a year. What it does is put on hold our annexation process." Mayor Faiella said, "We can't proceed with the property until this gets resolved." The City Attorney stated, "We can proceed with it. We own it but we are governed by the county rules and zoning. Think about the fact that they've got it and it is partially being used for mining operations. I don't know if the zone is industrial, but it's a heavy use. Our plans for conservation use are far less intensive than what is on there now."

The Interim City Manager said, "They're going to have to rely on the legal issues of this because that's what they've conveyed to us. The issue is not the McCarty property. That's clear. I don't think that they can dispute that. From my perspective, it may or may not hurt St. Lucie West's issues as we move along. When I looked at their mission statement, I pulled the fact that their mission statement talks about sustainability, safety, and the environment, which all of this really addresses. It seems to me that they should cooperatively work with us on this. This doesn't hurt them in any fashion. It impacts them less than what they thought. They thought we were after their service area and there are legitimate concerns. If the shoe was on the other foot, we'd probably be raising those concerns too. Those concerns no longer exist." Mayor Faiella said, "I'm sure we can resolve this. I heard you did a phenomenal job explaining the City's position." The Interim City Manager said, "My next step is to ask them to rescind the conflict resolution and join us hand-in-hand because it serves a greater purpose; water quality and water provision alone is a commonality that we all share. We are the big dog in the county and that should not be forgotten."

Councilwoman Martin said, "What is funny to me about their issues is that they really don't want to be in the water business anyway. Over time their system is going to need much more maintenance and they're going to have to put a lot more money in for infrastructure. That's why that regional thing

keeps popping up." The Interim City Manager said, "I had suggested to them that we have our plan. We know where our future lies. I suggested that they need to develop their long-term plan with respect to the service, and once that's done then they can come back to us and give us their plan. I don't think they have a plan. I have been a part of regional authorities before. Sometimes they work well and sometimes they don't. I don't foresee that in the City's future. We have expended an incredible amount of money. Our utility system is rated probably the highest of any in the area in terms of what we've been able to accomplish. In my opinion, we are the standard that would be hard to be surpassed by anyone else. Mr. Merejo has done a great job taking care of outstanding issues with respect to FPUA. We're in the process of cooperating now. We're in the process of getting rid of litigation. We've done that because we have taken a cooperative stance. We continue that cooperative stance, but it only goes so far. I think we're to the point that if the county wants to service their district, they can expend whatever funds it takes to service the district. Knowing that, we have the capacity and capability to do so. We're not pushing that issue. If they need to come back to us, they will. If they want to do their own project, they will."

Mr. Holbrook said, "I'm not sure if there is a consensus or if the Council would like staff to put together more information and bring that back to the Council." Mayor Faiella said, "Absolutely." Councilwoman Martin said, "I would like to see what all the numbers look like and see what that balance looks like." Councilman Bowen said, "I would like the annexation to be put on the Agenda for the next meeting." The Interim City Manager said, "It was tabled for the next meeting. When I put this letter together, my intentions were to meet personally with the county administrator. Maybe the Mayor, the Chairman, the County Administrator, and I could get together and make that presentation to them. I'd rather do it face to face than send them the letter. I'd rather go to them and give them the letter and then explain the situation and the issues behind it. With your permission I will proceed on that basis." Mayor Faiella responded in the affirmative.

5. **FIBER OPTICS**

The Interim City Manager said, "This was also a request to be placed on the workshop. It was a product of the TPO position, relative to traffic control. One of the things that we want to do is provide you with information at your request so that you understand what the outstanding issues are with respect to a

C2A020816

NOTICE
AGENDA ADDENDUM II
CITY COUNCIL REGULAR MEETING
FEBRUARY 8, 2016

13. **NEW BUSINESS**

h) ACR ACQUISITION, LLC, VS. CITY OF PORT ST. LUCIE, PURSUANT TO SECTION 286.011(8), FLORIDA STATUTES, THE CITY ATTORNEY REQUESTS AN ATTORNEY/CLIENT SESSION WITH THE CITY COUNCIL TO DISCUSS THE ABOVE-REFERENCED PENDING LITIGATION, CASE NO. 562015CA000337, CITY ATTORNEY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13H
Meeting Date: 2/8/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Pam E. Booker, City Attorney PEB (YS)

Signed in attorney's absence to avoid delay

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending ACR Acquisition, LLC v. City of Port St. Lucie, Case No.: 562015CA000337.

Submittal Date: 2/5/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Mission "D" - Acting in a Financially Responsible Manner.

BACKGROUND: Pursuant to Section 286.011(8), Florida Statutes, I hereby request an Attorney/Client Session with the City Council to discuss the ACR Acquisition, LLC, a Delaware Limited Liability Company v. City of Port St. Lucie, a Florida Municipal Corporation; Case No.: 562015CA000337 pending litigation.

ANALYSIS: Florida Statute 286.011(8) requires the request for an Attorney-Client Session be requested during a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by Pam E. Booker, City Attorney on 02/05/2016.

STAFF RECOMMENDATION: Approval of request

SPECIAL CONSIDERATION: The meeting will be scheduled at a mutually convenient time for the Mayor and the Council members.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 2/8/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no Attachments.

RECEIVED
FEB 0 5 2016
CITY MANAGER'S OFFICE

Agenda Item #: 14A
Meeting Date: 2/8/16

MEMORANDUM

TO: MAYOR & CITY COUNCIL

FROM: MICHELLE LEE BERGER, COUNCILWOMAN

SUBJECT: REQUEST FOR EXCUSED ABSENCE, REGULAR CITY COUNCIL MEETINGS DATED JANUARY 25 AND FEBRUARY 8, 2016

DATE: 1/21/2016

Dear Mayor and Council Members,

I'm writing this letter to inform and provide an explanation to you about my future absence at the next two Council meetings, January 25th and February 8th.

As you know, my current family situation creates varying priorities. My business schedule, for these specific Mondays, is mandating my presence in North Carolina. I've attempted to negotiate a different timeline but I've been unsuccessful.

I apologize for this inconvenience, however, I will commit to you to remain current on the issues and agenda items.

Thank you, in advance for your understanding.

Sincerely,

Michelle

RECEIVED
FEB 03 2016
CITY MANAGER'S OFFICE