CRA062716AGE

NOTICE

There will be a Meeting of the CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY (CRA) on Monday, June 27, 2016, at 6:00 p.m., at the Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

AGENDA

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL AND DETERMINATION OF QUORUM**

3. **PLEDGE OF ALLEGIANCE**

4. **ADDITIONS AND DELETIONS TO THE AGENDA AND APPROVAL OF THE AGENDA**

5. **APPROVAL OF CONSENT AGENDA**

   a) **APPROVAL OF MINUTES** – March 28, 2016

6. **PUBLIC TO BE HEARD**

7. **P16-057 – AMENDMENT TO THE COMMUNITY REDEVELOPMENT PLAN FOR THE U.S. 1 CORRIDOR, PUBLIC HEARING** – This is a request to amend the Community Redevelopment Plan for the area defined in Resolution 01-R27, and commonly referred to as the U.S. 1 Corridor, to include a change in the boundaries of the redevelopment area, revised legal description, and revised CRA Master Plan to add an additional 47 acres of land.

8. **RESOLUTION CRA 16-01, PUBLIC HEARING** - A RESOLUTION OF THE CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY AMENDING AND SUPPLEMENTING RESOLUTION NO. CRA 03-04 ADOPTED ON FEBRUARY 17, 2004, WHICH RESOLUTION NO. CRA 03-04 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE FROM TIME TO TIME OF REDEVELOPMENT TRUST FUND REVENUE BONDS; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $46,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT TRUST FUND REFUNDING REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OR A PORTION OF THE AGENCY'S OUTSTANDING REDEVELOPMENT TRUST FUND REVENUE BONDS, SERIES 2004 AND REDEVELOPMENT TRUST FUND REVENUE BONDS, SERIES 2006 (CITY CENTER PROJECT), IN ORDER TO

ACHIEVE DEBT SERVICE SAVINGS FOR THE AGENCY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR WITH RESPECT TO DEBT SERVICE RESERVE AND MUNICIPAL BOND INSURANCE WITH RESPECT TO THE BONDS; MAKING CERTAIN AMENDMENTS TO RESOLUTION NO. CRA 03-04; AND PROVIDING AN EFFECTIVE DATE.

9. **BILLBOARD RECONSTRUCTION AGREEMENT BETWEEN THE CITY, THE CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY, AND OUTFRONT MEDIA LLC** – Concerning a property located at 10602 South Federal Highway in Unincorporated St. Lucie County, Florida.

10. **SOUTHERN GROVE CRA UPDATE–** Wesley S. McCurry, Fishkind & Associates, Inc. will provide an update on development in the Southern Grove CRA.

11. **DETERMINATION OF EXCUSED ABSENCES**

    A) **COUNCILWOMAN BERGER** – Community Redevelopment Agency (CRA), March 28, 2016.

12. **OTHER ISSUES BY BOARD MEMBERS**

13. **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 decisions involving the matters noticed herein will be responsible for making a verbatim record of the testimony and evidence of said meeting upon which any appeal is to be based.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's Office at 772-871-5157.

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

CRA ITEM: 5A

DATE: 6/27/16

CRA032816

CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT AGENCY MEETING MINUTES
MARCH 28, 2016

A Regular Meeting of THE COMMUNITY REDEVELOPMENT AGENCY (CRA) of the City of Port St. Lucie was called to order by Chairman Oravec on March 28, 2016, at 6:30 p.m., at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. MEETING CALLED TO ORDER

2. ROLL CALL

Members Present:	Chairman Gregory J. Oravec Vice Chair Linda Bartz Ronald E. Bowen Shannon M. Martin
Members Not Present:	Michelle Lee Berger
Others Present:	Jeff Bremer, Executive Director Azlina Goldstein-Siegel, Acting City Attorney Bridget Kean, CRA Director Edwin M. Fry, Jr., Finance Director/Treasurer Renee Major, Risk Management Director Karen A. Phillips, City Clerk Patti Tobin, Planning and Zoning Director April C. Stoncius, Deputy City Clerk Supervisor

3. PLEDGE OF ALLEGIANCE

Chairman Oravec led the assembly in the Pledge of Allegiance.

4. ADDITIONS AND DELETIONS TO THE AGENDA AND APPROVAL OF THE AGENDA

Chairman Oravec asked, "Are there any additions or deletions to the Agenda?" There being none, Vice Chair Bartz **moved** to approve the Agenda. Ms. Martin **seconded** the motion. There being no discussion, the City Clerk restated the motion as follows: for approval of the Agenda. The motion **passed unanimously** by roll call vote.

5. APPROVAL OF CONSENT AGENDA

a) **APPROVAL OF MINUTES** – NOVEMBER 23, 2015

Ms. Martin **moved** to approve the Consent Agenda. Vice Chair Bartz **seconded** the motion. There being no discussion, the City Clerk restated the motion as follows: for approval of the Consent Agenda. The motion **passed unanimously** by roll call vote.

6. PUBLIC TO BE HEARD

There was nothing heard under this item.

7. CRA ANNUAL REPORT FY 2014-2015

The CRA Director said, "Thank you for the opportunity to present the Annual Report on behalf of the Agency. The report is required by Chapter 163(3) of the Florida Statutes. It requires that we provide an Annual Report of the Agency's activities for Fiscal Year 2014-2015. It includes a complete statement about the Agency's assets, liabilities, income, and operating expenses for the year ending September 30, 2015. As you know, the Agency was established in 2001. A CRA was declared on the US 1 Corridor at that time. Three additional areas were designated as part of the CRA in 2012. They include the East Lake Village property, the Port St. Lucie Boulevard Riverwalk, as well as Southern Grove. Altogether, they comprise approximately 5,627 acres. The Agency activities for 2014-2015 are outlined in the report, and I will be hitting some of the highlights. When it comes to the development review, I will leave that to Wes McCurry. Most of the big projects were in Southern Grove. At the June 27th CRA board meeting, Mr. McCurry is going to provide an update on Southern Grove."

(**Clerk's Note**: A PowerPoint presentation was shown at this time.)

The CRA Director continued, "One of the major activities that the Agency undertook in 2014-2015, was a market analysis of the eastern CRA. It is the US 1 Corridor of East Lake Village, and goes from US 1 to Lennard Road. It also includes Port St. Lucie Boulevard to the river, as well as up to Lyngate Park, and some of the properties on Westmoreland Boulevard. The market study was undertaken to provide a clearer understanding of the demand for the development in the eastern CRA. It was also undertaken prior to updating the Redevelopment Plan for the US 1 Corridor. It has not been updated since 2001. We provided an update on City Center at the March 3rd City Council Winter Retreat. The Acting City Attorney is going to address City Center at a future meeting. I'm not going to touch on that today, but I did want to talk about the Westmoreland project. In Fiscal Year 2014-2015, we held two workshops regarding the extension of the Riverwalk Boardwalk and the development of the Westmoreland property. Both workshops were held at the Botanical Gardens. For the first one, close to over 100 people attended the workshop. They broke it up into tables, toured the property, and each table worked on a Master Plan for Westmoreland. This includes the 9.7 acre property that the City owns on Westmoreland, south of the Botanical Gardens. Members from the American Institute of Architects Treasure Coast Chapter, helped us with the workshop. They facilitated and took the individual master plans and created

one Master Plan for the property, based on the design elements that they heard. They include historic preservation, art space, a riverside restaurant, open pavilions, a children's playground, as well as flexible outdoor space, and the extension of the boardwalk. We presented it to the CRA Board at the August 17, 2015, Workshop and the Board recommended that the focus be on Phase 1 of the project, which was to relocate historic structures to the property, as well as the extension of the boardwalk."

The CRA Director stated, "The historic preservation component basically comes from the properties that are in western Port St. Lucie on the Peacock Family Ranch. They are an old St. Lucie County family, and their property is now part of the Verano Development. On the remaining acreage that was annexed into the City in 2006, the family house, as well as a hunting lodge that they built is included. With assistance from the Community Services Department and Michael Byrd, the Agency worked on a special category grant from the Florida Department of State, Division of Historical Resources. We requested $350,000 to relocate the structures to the Westmoreland property. The application was 25 on a list of 50 projects that were recommended for approval. The budget includes funding for the first 37 projects, so we will be receiving funding to relocate the structures. It is a matching grant, and the American Institute of Architects Treasure Coast Chapter is going to help us with in-kind services. We can count the hours that they help us on the project, going forward, plus staff hours. There is a monetary contribution of 25% with the grant."

The CRA Director continued, "The Agency also worked on a request by the City for $250,000 for assistance from the state. It is part of their local matching funds, and was for assistance with the design, permitting, and engineering of the Riverwalk Boardwalk and the development of the Westmoreland property. That money was also included in next year's budget, and Mr. Holbrook will discuss it later. An RFP for the design, permitting, and engineering of the Riverwalk Boardwalk and development of the Westmoreland properties has been completed. The Procurement Department has it on Demand Star. It will be used to help get other grants, and is also going to include site plans and construction plans for the 9.7 acre Westmoreland property, based on Phase 1 of the Westmoreland project. Also, there is the conservation tract to develop 13 acres that are south of the 9.7 acre property. It is part of the Management Plan for the Westmoreland properties, because it was funded by Florida Community Trust. It does allows for there to be passive recreation and safe access to the property, because there is a wetland crossing that we will have to get in place, as well as a river overlook. It is also included in the RFP that is out there. The Office of Management and Budget has identified two possible funding sources to help with this project. It includes money from the Lennard Road SAD Fund and the Riverpoint SAD that run close to around $500,000. In tonight's budget amendment, that money is being transferred to the CIP General Fund. It is Fund Number 301, for future Riverwalk projects. We will be working, in the future, to make sure that some part of the Westmoreland projects are included in the City's Capital Fund, because it is a requirement for future grant funding. The last slide shows the Agency's assets and liabilities for 2014-2015." Mayor Oravec said, "Thank you for the report."

8. DETERMINATION OF EXCUSED ABSENCES

a) COUNCILWOMAN BERGER – COMMUNITY REDEVELOPMENT AGENCY (CRA), NOVEMBER 23, 2015

Vice Chair Bartz **moved** to approve Item 8 a). Ms. Martin **seconded** the motion. There being no discussion, the City Clerk restated the motion as follows: for approval of Item 8 a), Excused Absence. The motion **passed unanimously** by roll call vote.

9. OTHER ISSUES BY BOARD MEMBERS

There was nothing heard under this item.

10. ADJOURN

There being no further business, the meeting adjourned at 6:43 p.m.

Karen A. Phillips

Karen A. Phillips, City Clerk

April C. Stoncius

April C. Stoncius, Deputy City Clerk Supervisor

CITY OF PORT ST LUCIE

COMMUNITY REDEVELOPMENT AGENCY AGENDA MEMORANDUM

Agenda Item #: 7
Meeting Date: 6/27/16

TO: Community Redevelopment Agency Board

THRU: Jeffrey Bremer, Executive Director JB

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

FROM: Bridget Kean – CRA Director BK

Agenda Item: Motion: P16-057 – Modification to Community Redevelopment Plan for CRA Expansion Area 2016 (Original CRA – U.S. 1 Corridor)

Submittal Date: 6/17/2016

STRATEGIC PLAN LINK: This item is consistent with Goal I: Financially Sound City, High Performance Organization and Goal 3: Balanced and Responsible Growth.

BACKGROUND: Community Redevelopment Agency staff is proposing a modification to the adopted community redevelopment plan for the redevelopment area defined in Resolution 01-R27 and generally referred to as the U.S. 1 Corridor (aka the "Original CRA"). Staff is proposing the redevelopment plan be modified to include three additional properties: 18.5 acres, more or less, known as Grove Park and located across the road from the intersection of Lennard Road and Hillmoor Drive; 10 acres, more or less, known as PSL Village Mobile Home Park and located in the northeast corner of the intersection of U.S. Highway 1 and Port St. Lucie Boulevard; and 18.5 acres, more or less, known as Town Place and located in the southeast corner of the intersection of U.S. Highway 1 and Savanna Club Boulevard. Each of these properties was annexed into the city after the CRA was established. Although the properties are contiguous to the CRA and generally assumed to be within the CRA, the community redevelopment plan was never formally modified as set forth in Section 163.361, Florida Statutes, to include the three areas. Two of the properties, Grove Park and PSL Village Mobile Home Park, were included in the original Findings and Declaration of Necessity Report that provided the basis for establishing a community redevelopment area along the U.S. 1 corridor and adopting a community redevelopment plan. The 2001 Findings and Declaration of Necessity Report analyzed a study area of approximately 1,700 acres along U.S. 1 from just north of Village Green Drive, south to the St. Lucie/Martin County line, and east to Lennard Road. It included a number of unincorporated St. Lucie County enclave properties. Section

171.031, Florida Statutes, defines an enclave as "any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality." Although these enclaves were identified as contributing to the conditions in the area and provided justification for the establishment of the CRA, the enclave properties could not be officially designated as part of the CRA because they were outside the jurisdiction of the City of Port St. Lucie. Even though the enclave properties fell outside the City's jurisdiction, the community redevelopment plan specifically considered and planned for the redevelopment of these properties. Town Place is situated between the northern municipal boundary line of the City of Port St. Lucie and the northern geographic boundary line of the CRA on U.S. Highway 1. When the CRA was established along the U.S. 1 corridor, the 18.5 acres known as Town Place was directly north of the study area in unincorporated St. Lucie County. Three years after the CRA was established, the property owners applied to annex the property into the City of Port St. Lucie. Town Place's location and existing conditions make it suitable for inclusion within the CRA. For planning consistency, the community redevelopment plan should be amended to add Grove Park, and PSL Village Mobile Home Park, and Town Place to the redevelopment area defined in Resolution 01-R27.

ANALYSIS: Chapter 163, Part III, Florida Statutes, establishes the procedures for a modification to a community redevelopment plan. A community redevelopment plan may be amended by the local governing body based on a recommendation from the Community Redevelopment Agency. The governing body must hold a properly noticed public hearing on the proposed modification. Prior to adoption, the Agency must report the proposed modification to each taxing authority in writing or by an oral presentation or by both. A modification to add land to a CRA must be supported by a resolution adopting a Finding of Necessity Report for the expansion area to demonstrate that the conditions in the area meet the criteria for inclusion in a CRA. A Finding of Necessity Report titled, "CRA Expansion Area 2016", has been prepared and is included in the submittal packet as Exhibit "1" for the CRA Board's review. The proposed changes to the redevelopment plan revise Figure 2-1 to update the CRA Boundary Map to include the additional areas; revise Figure 4-1 to add the Town Place property to the CRA Master Plan(Grove Park and PSL Village Mobile Home Park are already shown); and revise Appendix 1 to include an updated boundary description. The changes are included as Exhibits "A", "B", and "C" of the attached Resolution 16- R41. On the proposed change to the CRA Master Plan, Town Place is shown as commercial/mixed use to correspond to the property's CG/RM (General Commercial/Residential Multi-family) future land use designations.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The submittal packet has been reviewed by CRA Counsel.

STAFF RECOMMENDATION: Community Redevelopment Agency staff recommends approval of the proposed modification to the community redevelopment plan for the area defined in Resolution 01-R27 and generally referred to as the U.S.1 Corridor to include the "CRA Expansion Area 2016" subject to the City Council's approval of the Finding of Necessity Report CRA Expansion Area 2016.

SPECIAL CONSIDERATION: If the CRA Board recommends approval of the proposed modification to the redevelopment plan, the resolution approving the "Finding of Necessity Report CRA Expansion Area 2016" will be scheduled for the a public hearing before the City Council. If the City Council approves the Finding of Necessity Report resolution, the next step in the process is to schedule the resolution approving the proposed modification to the community redevelopment plan for a public hearing before the City Council in accordance with the notification requirements outlined in Section 163.361, Florida Statutes. Once both of those steps are completed, the City Council will also have to approve an amendment to the redevelopment trust fund to include the CRA Expansion Area 2016 in the TIF district. The proposed amendment to the redevelopment trust fund is included in the submittal packet as Exhibit 2 for the CRA Board's review. This item is being scheduled for review and recommendation by the Planning and Zoning Board at their July 5, 2016 meeting.

PRESENTATION INFORMATION: Brief presentation by CRA Director

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: The U.S. 1 Corridor CRA is generally located along U.S. 1 from just north of Village Green Drive, south to the St. Lucie/Martin County line, and east to Lennard Road.

ATTACHMENTS: Resolution 16 – R41 and Exhibit 1: Findings of Necessity Report CRA Expansion Area 2016 and Exhibit 2: Amendment to Trust Fund Ordinance 16-35.

*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

JUN 17 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R 41

A RESOLUTION OF THE CITY COUNCIL OF PORT ST. LUCIE, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; APPROVING AN AMENDMENT TO THE COMMUNITY REDEVELOPMENT PLAN FOR THE AREA DESCRIBED IN RESOLUTION 01-R27 AND COMMONLY REFERRED TO AS THE U.S. 1 CORRIDOR; AUTHORIZING IMPLEMENTATION OF THE PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 22, 2001, the City Council adopted Resolution No. 01-R2, which found the existence of one or more blighted areas in the corporate limits of the City of Port St. Lucie, Florida, and that the rehabilitation, conservation, or redevelopment of such area is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City; and

WHEREAS, on February 12, 2001, the City Council adopted Ordinance No. 01-01, which created the City of Port St. Lucie Community Redevelopment Agency (the "Agency") and authorized and directed the Agency to undertake community redevelopment pursuant to Part III, Chapter 163, Florida Statutes (the "Redevelopment Act"); and

WHEREAS, in accordance with the Redevelopment Act, the City Council adopted Resolution 01-R27 on June 11, 2001, adopting a community redevelopment plan (the "Original Plan") for the community redevelopment area as described in the Resolution (the "Area") and generally identified as the U.S. 1 Corridor; and

WHEREAS, on April 14, 2003, the City Council adopted Resolution 03-R30, which found conditions in a certain area known as the Lentz Grove Property (aka "East Lake Village"), found the need for rehabilitation, conservation or redevelopment, or a combination thereof, in the Lentz Grove Property, and that the Lentz Grove Property constituted a community redevelopment area as defined in §163.340(10), Florida Statutes, and that the Lentz Grove Property should be added to the Area; and

WHEREAS, on April 14, 2003, the City Council adopted Resolution 03-R31 adopting an amendment to the Original Plan pertaining to the Lentz Grove Property; and

WHEREAS, on March 13, 2006, the City Council adopted Resolution No. 06-R18, which found certain conditions in an area described in that resolution (the "Expansion Area"), found the need for rehabilitation, conservation or redevelopment, or

a combination thereof, in the Expansion Area, and that the Expansion Area constituted a community redevelopment area as defined in §163.340(10), Florida Statutes, and should be added to the Area; and

WHEREAS, on November 20, 2006, the City Council adopted Resolution 06-R102, which approved an amendment to the Original Plan to include the Expansion Area Plan and guide redevelopment within the Expansion Area; and

WHEREAS, on July 14, 2008, the City Council adopted Resolution 08-R61, which approved an amendment to the Original Plan changing the use designation on certain property within the CRA commonly referred to as the "Cairns Property" from single-family residential to commercial/mixed use; and

WHEREAS, on August 29, 2011, the City Council adopted Resolution 11-R50, which found conditions in a certain area known as Southern Grove, found the need for rehabilitation, conservation or redevelopment, or a combination thereof, in Southern Grove, and that Southern Grove constituted a community redevelopment area as defined in §163.340(10), Florida Statutes, and that Southern Grove should be added to the Area pursuant to a modification of the Original Plan; and

WHEREAS, on June 25, 2012 the City Council adopted Resolution 12-R65 which approved an amendment to the Original Plan to include the Southern Grove Plan and guide redevelopment within the Southern Grove CRA Expansion Area; and

WHEREAS, on February 10, 2014, the City Council adopted Resolution 13-R153 which approved a first amendment to the Southern Grove Plan as an amendment to the Original Plan to guide redevelopment therein; and

WHEREAS, on January 23, 2015, the City Council adopted Resolution 15-R102 which approved a second amendment to the Southern Grove Plan as an amendment to the Original Plan to guide redevelopment therein; and

WHEREAS, on July 25, 2016, the City Council adopted Resolution 16–R40, which found certain conditions in an area described as the "CRA Expansion Area 2016", found the need for rehabilitation, conservation or redevelopment, or a combination thereof, of such Area, and found that the CRA Expansion Area 2016 constituted a community redevelopment area as defined in §163.340(10), Florida Statutes, and should be added to the Community Redevelopment Area pursuant to a modification of the Original Plan; and

RESOLUTION NO. 16-R 41

WHEREAS, an amendment to the Original Plan has been prepared for the community redevelopment area defined in Resolution 01-R27, and commonly referred to as the U.S. 1 Corridor, to include the CRA Expansion Area Plan 2016 which consists of a revised boundary map attached as Exhibit "A", a revised CRA Master Plan attached as Exhibit "B", and a revised legal description attached as Exhibit "C", to guide redevelopment therein (the "Plan Amendment"), and

WHEREAS, the Agency has considered the proposed Plan Amendment to the Original Plan for the CRA Expansion Area 2016 and the local planning agency's comments and has recommended to the City Council that the Plan Amendment be approved; and

WHEREAS, the City Council has held a public hearing after notice to the public and to each taxing authority as provided in the Redevelopment Act concerning the proposed Plan Amendment to the Original Plan for the CRA Expansion Area 2016.

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

Section 1. Incorporating Recitals. The City Council finds, declares and determines that the matters set forth in the foregoing recitals are true and correct and are incorporated herein as a part of this resolution.

Section 2. Findings. The City Council hereby finds, after the public hearing concerning the proposed Plan Amendment, that the proposed Plan Amendment":

a. Conforms to the City's Comprehensive Plan as stipulated in the community redevelopment plan.

b. Is sufficiently complete to indicate such land acquisition, demolition and removal of structures, redevelopment, improvements, and rehabilitation as may be proposed to be carried out in the Area; zoning and planning changes, if any; land uses; maximum densities; and building requirements as stipulated in the community redevelopment plan.

c. Provides for the development of affordable housing or states the reasons for not addressing the development of affordable housing as stipulated in the redevelopment plan.

Section 3. Additional Findings. The City Council does hereby find that with respect to the Plan Amendment:

a. No families will be displaced from the CRA Expansion Area 2016, but a feasible method exists for the relocation of any families who would be displaced in decent, safe, and sanitary dwelling accommodations within their means and without undue hardship to such families;

b. The Plan Amendment conforms to the general plan of the municipality as a whole;

c. The Plan Amendment gives due consideration to the utilization of community policing innovations, and to the provision of adequate park and recreational areas and facilities that may be desirable for neighborhood improvement, with special consideration for the health, safety, and welfare of children residing in the general vicinity of the Area;

d. The Plan Amendment will afford maximum opportunity, consistent with the sound needs of the municipality as a whole, for the rehabilitation or redevelopment of the Area by private enterprise.

Section 4. The Community Redevelopment Plan for the area defined in Resolution 01-R27, and commonly referred to as the U.S. 1 Corridor, is hereby amended in the following respect:

1. The boundary map depicted in Figure 2-1 of the Original Plan is hereby amended as shown on the attached Exhibit "A".

2. The CRA Master Plan depicted in Figure 4-1 of the Original Plan is hereby amended as shown on the attached Exhibit "B".

3. The legal description as described in Appendix 1: CRA Boundary of the Original Plan is hereby amended as shown in the attached Exhibit "C".

RESOLUTION NO. 16-R 41

Section 5. Plan Amendment Implementation. The Agency is hereby authorized and directed to proceed with the implementation of the Plan Amendment.

Section 6. Effective Date. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, THIS _____ DAY OF _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

RESOLUTION NO. 16-R 41

Exhibit "A"

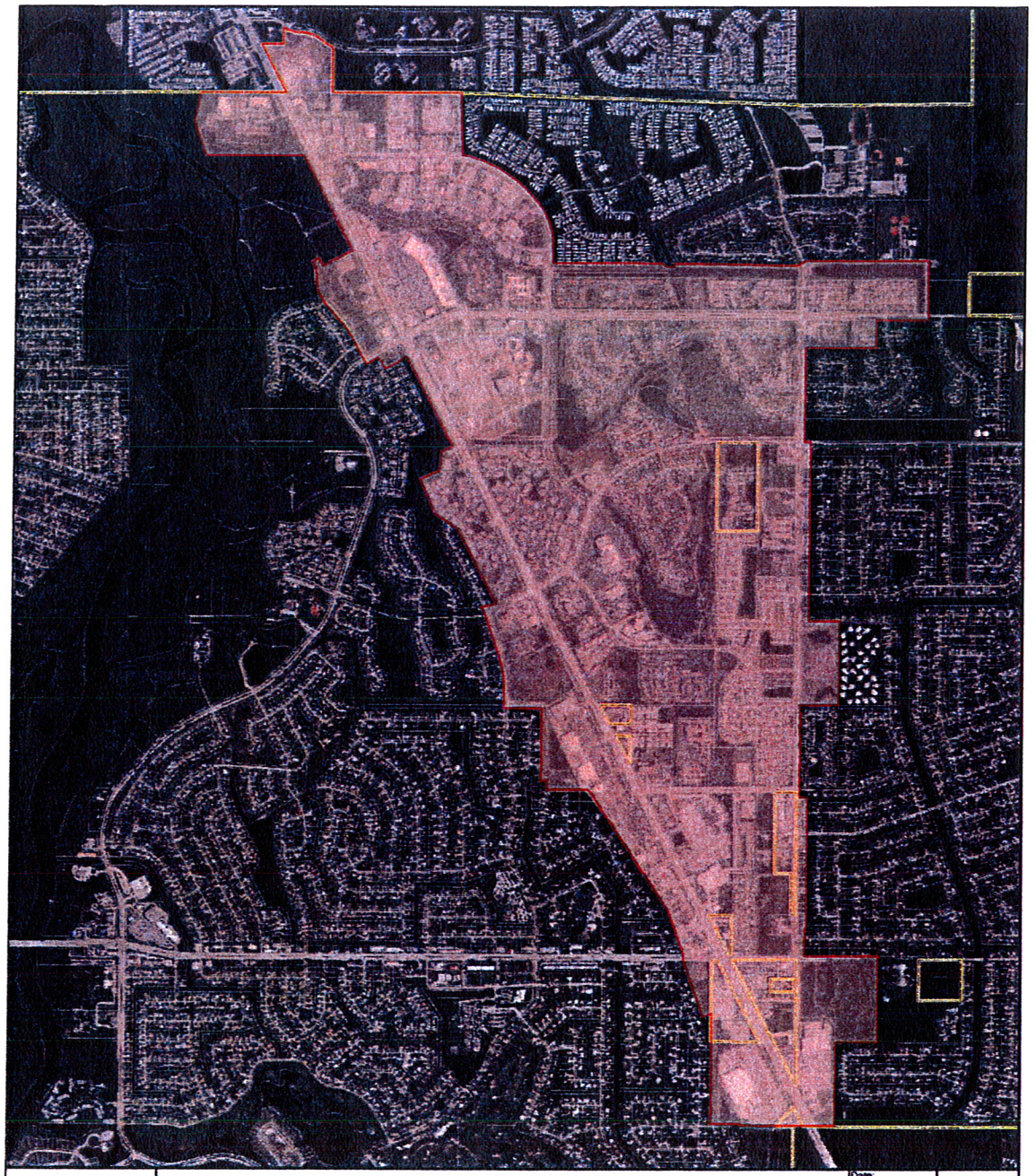


Figure 2 - 1 Revised Boundary Map

CRA Boundary

City Limit

Date: 4/15/2016

Page: 1 of 1

Tech: MFK

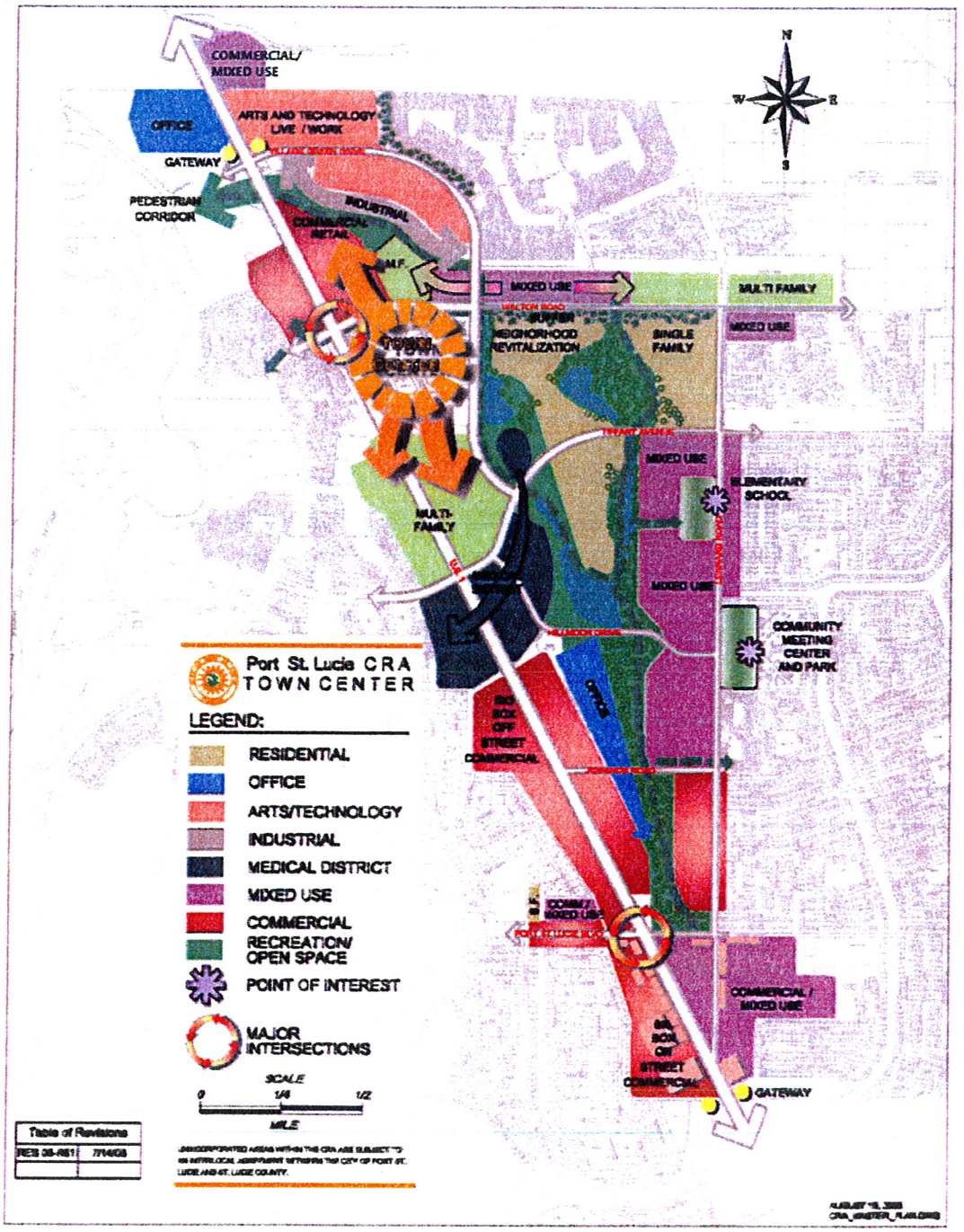
MIS GIS #: misgis0258

0 1,000 2,000

Feet

RESOLUTION NO. 16-R 41

Exhibit "B"



RESOLUTION NO. 16-R 41

Exhibit "C"

COMMUNITY REDEVELOPMENT AGENCY LEGAL DESCRIPTION (2016)

City of Port St. Lucie, Florida

A parcel of land located in parts of Sections 1,2,11 &12, Township 37 South, Range 40 East, Sections 26, 35 & 36, Township 36 South, Range 40 East, Section 31, Township 36 South, Range 41 East and Sections 6 & 7, Township 37 South, Range 41 East being more particularly described as follows:

Begin at the Southeast corner of Section 12, Township 37 South, Range 40 East; thence N 89°46'20" W along the south line of said Section 12 to a Point of Intersection with the east line of South Port St. Lucie Unit Six as recorded in Plat Book 14 at Page 14 of the Public Records of St. Lucie County, Florida, extended southerly; thence N 0°10'18" E on a projection of said east line of South Port St. Lucie Unit Six to the south line of Tract "A" of said South Port St. Lucie Unit Six; thence S70°22'28" W along the said south line to the west line of said Tract "A"; thence N19°37'32" W along said west line to the southeast corner of Lot 1, Block 51 of said South Port St. Lucie Unit Six; thence N 89°56'49" W to the southwest corner of Lot 6, Block 51 of said South Port St. Lucie Unit Six, also being the east right-of-way of Delano Road; thence continue N 89°56'49" W on a projection of the south line of said Lot 6, Block 51, crossing Delano Road, to the southeast corner of Lot 1, Block 50 of said South Port St. Lucie Unit Six; also being the west right-of-way of Delano Road; thence N 89°49'42" W along the south line to the southwest corner of said Lot 1, also being the east line of a drainage right-of-way; thence northwesterly across said drainage right-of-way to the southeast corner of Lot 1, Block 182 of South Port St. Lucie Unit Fourteen as recorded in Plat Book 16 at Page 29 of the Public Records of Lucie County, Florida; thence N 89°49'42" W to the southwest corner of said Lot 1, also being the east right-of-way of Gowin Drive; thence continue N 89°49'42" W on

a projection of the south line of said Lot 1, crossing Gowin Drive, to a Point of Intersection with the west right-of-way of Gowin Drive; thence N 0°10'18" W along said west right-of-way to a Point of Tangency of a curve concave to the southwest at the northeast corner of Lot 9, Block 192 of said Port St. Lucie Unit Fourteen, thence continue on a projection of said west right of way, crossing Port St. Lucie Boulevard (a.k.a. Cane Slough Road) to a Point of Intersection with the north right-of-way of said Port St. Lucie Boulevard; thence northeasterly and northerly along the west right-of-way of Gowin Drive to a Point of Intersection with the north right-of-way of Dion Avenue, extended westerly; thence S 89°56'49" E on a projection of said north right-of-way, crossing Gowin Drive, to a Point of Curvature of a curve concave to the northeast at the southwest corner of Lot 22, Block 113 of South Port St. Lucie Unit Four as recorded in Plat Book 13 at Page 11 of the Public Records of St. Lucie County, Florida; thence continue S 89°56'49" E to the southeast corner of Lot 22, Block 113 of said South Port St. Lucie Unit Four, also being the west line of a drainage right-of-way; thence continue S 89°56'49" E along said north right-of-way to the southwest corner of Lot 26 of Block 114 of said South Port St. Lucie Unit Four, also being the east line of said drainage right-of-way; thence S 0° 10'18" W on a projection of said east line of a drainage right-of-way, crossing Dion Avenue, to the northwest corner of Lot 13, Block 110 of said South Port St. Lucie Unit Four, also being the south right-of-way of Dion Avenue; thence continue S 0° 10'18" W to the southwest corner of said Lot 13, Block 110, also being a Point of Intersection of a drainage right-of-way; thence S 89°56'49" E along the north line of said drainage right-of-way to the southeast corner of Lot 11, Block 110 of said South Port St. Lucie Unit Four, also being the west right-of-way of Flanders Road; thence continue S 89°56'49" E on a projection of said north line of a drainage right-of-way, crossing Flanders Road, to the southwest corner of Lot 5, Block 115 of said South Port St. Lucie Unit Four, also being a Point of Intersection with the east right-of-way of Flanders Road and the north line of a drainage right-of-way; thence continue S 89°56'49" E along the north line of said drainage right-of-way to the southeast corner of said Lot 5, also being a Point of Intersection of a drainage right-of-way; thence northwesterly along the west line of said drainage right-of-way to the north corner of Lot 12, Block 115 of said South Port St. Lucie Unit Four, also being a Point of Intersection of said

drainage right-of-way; thence N 61°14'46" E to the east corner of Lot 13, Block 115 of said South Port St. Lucie Unit Four; thence N 33°51'22" W to the northeast corner of Lot 24, Block 115 of said South Port St. Lucie Unit Four, also being the south right-of-way of Dittmar Avenue; thence N 89°57'13" W along said south right-of-way to the Point of Tangency of a curve concave to the southeast at the northwest corner of Lot 23, Block 115 of said South Port St. Lucie Unit Four; thence continue N 89°57'13" W on a projection of said south right-of-way line, crossing Gidding Road, to a Point of Curvature of a curve concave to the southwest at the northeast corner of Lot 1, Block 117 of said South Port St. Lucie Unit Four, also being the south right-of-way of Dittmar Avenue; thence continue N 89°57'13" W along said right-of-way to a Point of Tangency of a curve concave to the southeast at the northwest corner of Lot 10, Block 117 of said South Port St. Lucie Unit Four; thence continue N 89°57'13" W on a projection of said south right-of-way line to the east line of Lot 1, Block 114 of said South Port St. Lucie Unit Four, also being the west right-of-way line of Abcor Road; thence N 9°41'57" E along said west right-of-way to a Point of Intersection of Lot 1, Block 114 of said South Port St. Lucie Unit Four, also being the southeast corner of the Southwest ¼ of the Southwest ¼ of Section 1, Township 37 South, Range 40 East, St. Lucie County, Florida; thence N 0°14'29" E along the east line of said Southwest ¼ of the Southwest ¼ of Section 1, Township 37 South, Range 40 East, St. Lucie County, Florida, also being the east line of South Port St. Lucie Unit Four, to the northeast corner of said Southwest ¼ of the Southwest ¼ of Section 1, Township 37 South, Range 40 East, St. Lucie County, Florida, also being a point of intersection of a drainage right-of-way; thence S 89°58'08" W along the north line of said drainage right-of-way to a Point of Intersection with the east right-of-way of Morningside Boulevard; thence continue S 89°58'08" W on a projection of the north line of said drainage right-of-way, crossing Morningside Boulevard, to a Point of Intersection with the west right-of-way line of said Morningside Boulevard; thence N 1°16'26" E along said west right-of-way line to a Point of Tangency of a curve concave to the southwest at the northeast corner of Lot 20, Block 196 of South Port St. Lucie Unit Fifteen as recorded in Plat Book 16 at Page 42 of the Public Records of St. Lucie County, Florida; thence continue northerly on a projection of said

west right-of-way line, crossing Avanti Circle, to a Point of Compound Curvature of a curve concave to the northwest at the southeast corner of Lot 12, Block 195 of said South Port St. Lucie Unit Fifteen; thence continue northwesterly along said west right-of-way to a Point of Compound Curvature of a curve concave to the southwest at the northeast corner of Lot 7, Block 195 of said South Port St. Lucie Unit Fifteen; thence continue on a projection of the said west right-of-way, crossing Avanti Circle, to a Point of Curvature of a curve concave to the northwest at the southeast corner of Lot 6, Block 196 of said South Port St. Lucie Unit Fifteen; thence N 19°18'06" W along said west right-of-way to a Point of Tangency of a curve concave to the southwest at the northeast corner of Lot 1, Block 196 of said South Port St. Lucie Unit Fifteen; thence continue N 19°18'06" W on a projection of said west right-of-way line to a Point of Intersection with the north right-of-way line of Lyngate Drive; thence easterly and northeasterly along said north right-of-way line to the southeast corner of Lot 1, Block 217 of South Port St. Lucie Unit Sixteen as recorded in Plat Book 16 at Page 43 of the Public Records of St. Lucie County, Florida; then N 28°09'21" W to the northeast corner of Lot 13, Block 217 of said South Port St. Lucie Unit Sixteen; thence N 57°51'09" W a distance of 371.30'; thence N 53°05'17" W a distance of 43.53'; thence N 30°11'29" W a distance of 33.16'; thence N 22°35'05" W a distance of 552.04; thence N 67°24'55" E a distance of 333'; thence N 4°38'03" E a distance of 301.10'; thence N 62°04'29" E a distance of 200' to a Point of Intersection with the southwesterly right-of-way of U.S. Highway No.1; thence N 27°55'31" W along said right-of-way of U.S. Highway No.1 to a Point of Intersection with the centerline of Corvair Circle, extended northeasterly; thence S 62°04'29" W along said centerline to a Point of Intersection with the centerline of Hatfield Court; thence N 28°04'49" W along said centerline to a Point of Intersection with the south line of Tract "G-2" of the First Replat in South Port St. Lucie Unit Sixteen as recorded in Plat Book 22 at Page 15 of the Public Records of St. Lucie County, Florida; thence S 61°55'12" W along said south line to the northwest corner of Lot 20, Block 252; thence S 28°04'29" E to the northeast corner of Lot 1, Block 252 of said First Replat in South Port St. Lucie Unit Sixteen; thence N 83°55'31" W to the northwest corner of said Lot 1, Block 252, also being the east right-of-way line of

Colchester Circle; thence continue N 83°55'31" W on projection of the north line of said Lot 1, Block 252 to a Point of Intersection with the west right-of-way line of Colchester Circle; thence northeasterly, northerly and northwesterly along said west right-of-way line to a Point of Tangency of a curve concave to the southwest at the northeast corner of Tract "G-3" of said First Replat in South Port St. Lucie Unit Sixteen; thence northwesterly, westerly and southwesterly along said curve to a Point of Curvature, also being the south right-of-way line of Veteran's Memorial Parkway; thence northwesterly, crossing Veteran's Memorial Parkway, to a Point of Reverse Curvature of a curve concave to the northwest at the southeast corner of Tract "A-5" of South Port St. Lucie Unit Sixteen as recorded in Plat Book 16 at Page 43 of the Public Records of St. Lucie County, Florida, also being the north right-of-way line of Veteran's Memorial Parkway thence northeasterly, northerly and northwesterly along said curve to a Point of Curvature, also being the west right-of-way line of Highpoint Drive; thence N 28°04'49" W along said right-of-way to Point of Tangency of a curve concave to the southwest at the northeast corner of Lot 1, Block 224 of said South Port St. Lucie Unit Sixteen, thence continue N 8°04'49" W, crossing Oakmont Lane, on a projection of said west right-of-way to a Point of Curvature of a curve concave to the northwest at the southeast corner of Tract "A-6" of said South Port St. Lucie Unit Sixteen; thence northwesterly along said west right-of-way line to a Point of Compound Curvature of a curve concave to the southwest at the northeast corner of Tract "A-6" of said South Port St. Lucie Unit Sixteen; thence continue northwesterly, crossing Buckingham Terrace, on a projection of said west right-of-way line to a Point of Reverse Curvature of a curve concave to the northwest at the southeast corner of Lot 46, Block 224 of said South Port St. Lucie Unit Sixteen; thence continue northwesterly, northeasterly and southeasterly along the right-of-way of Highpoint Drive to a Point of Intersection with the north line of a parcel identified by the St. Lucie County, Florida Property Appraiser as Parcel Number 343513300010001, extended southwesterly; thence northeasterly along north line of said Parcel to a Point of Intersection with the southwesterly right-of-way of U.S. Highway No.1; thence northwesterly along said southwesterly right-of-way of U.S. Highway No.1 to a Point of Intersection with the south line of a parcel identified by the St. Lucie County, Florida Property Appraiser as Parcel Number

343566600000001; thence westerly, northwesterly, northeasterly along the boundary of said Parcel to a Point of Intersection with the north line of Section 35, Township 36 South, Range 40 East; thence easterly along the north line of said Section 35, crossing U.S. Highway No.1, to a point N 89° 40'17" E at a distance of 2723.33' from the southeast corner of Section 26, Township 36 South, Range 40 East, being a Point of Intersection of the easterly right-of-way of U.S. Highway No.1; thence N 27° 29'17" W along said easterly right-of-way a distance of 849.80'; thence S 89° 40'19" E a distance of 342.03'; thence N 00° 04'57" E a distance of 253.93' to the south right-of-way line of Savanna Club Boulevard as shown on Savanna Club Plat No. One as recorded in Plat Book 24 at Page 7 of the Public Records of St. Lucie County, Florida and a Point on a Curve having a radius of 590.00'; thence easterly, along a curve concave to the north, through a central angle of 29° 39'41", a distance of 305.44' to a Point of Reverse Curvature of a curve to the right, having a radius of 485.00'; thence through a central angle of 33° 56'51" and an arc distance of 287.36' to a Point of Tangency; thence S 55° 43'27" E a distance of 150.00' to a Point of Curvature of a curve to the left, having a radius of 965.00'; thence along said curve, through a central angle of 7° 08'51", an arc distance of 1120.33'; thence S 00° 04'57" W a distance of 700.99' to a Point of Intersection with the south line of said Section 26, said point being 1984.94' west of the southeast corner of said Section 26; thence continue along said south line to said southeast corner, also being the west right-of-way of Brandon Circle as shown on Port St. Lucie Industrial Park Unit One as recorded in Plat Book 16 at Page 27 of the Public Records of St. Lucie County, extended northerly; thence continue to the southwest corner of Section 25, Township 36 South, Range 40 East; thence S 88°04'25" E along the south line of said Section 25, to a Point of Intersection with the east right-of-way of Brandon Circle extended northerly; thence S 2°13'55" E on a projection of said east right-of-way to a Point of Curvature of a curve concave to the southeast at the northwest corner of Lot 10, Block 4 of Port St. Lucie Industrial Park Unit One as recorded in Plat Book 16 at Page 27 of the Public Records of St. Lucie County, Florida; thence southerly and southwesterly along said east right-of-way to a Point of Curvature of a curve concave to the northeast at the southwest corner of Lot 7, Block 4 of said Port St. Lucie Industrial Park Unit One; thence southeasterly along said curve to a Point

of Reverse Curvature of a curve concave to the southwest, thence southeasterly along said north right-of-way line to a Point of Reverse Curvature of a curve concave to the north at the south corner of Lot 5, Block 4 of said Port St. Lucie Industrial Park Unit One; thence continue southeasterly on a projection of said north right-of-way line, crossing Brandon Circle, to a Point of Reverse Curvature of a curve concave to the northeast at the southwest corner of Lot 8, Block 5 of said Port St. Lucie Industrial Park Unit One; thence continue along said north right-of-way line to a Point of Tangency of a curve concave to the north at the south corner of Lot 7, Block 5 of said Port St. Lucie Industrial Park Unit One; thence continue on a projection of said north right-of-way line, crossing Industrial Boulevard, to a Point of Reverse Curvature of a curve concave to the east at the west corner of Lot 1, Block 12 of said Port St. Lucie Industrial Park Unit One, also being the northeasterly right-of-way line of Village Green Drive as shown on the First Replat in Port St. Lucie Industrial Park Unit One as recorded in Plat Book 23 at Page 6 of the Public Records of St. Lucie County; thence continue southeasterly along said northeasterly right-of-way line to a Point of Intersection with the north line of a 150.00' drainage right-of-way; thence S 89°51'27" E along said drainage right-of-way to a Point of Intersection at the southeast corner of Block 10 of said Port St. Lucie Industrial Park Unit One; thence N 0°08'33" E along the east line of said Block 10, also being said drainage right-of-way to a Point of Intersection with the south line of Block 3328 of Port St. Lucie Section Fifty One as recorded in Plat Book 22 at Page 18 of the Public Records of St. Lucie County, Florida, extended westerly, said line also being the north line of a drainage right-of-way; thence S 88°58'14" E along the south line of said Block 3328 to a Point of Intersection with the west right-of-way of Lennard Road; thence north and northwesterly along said right-of-way line to a Point of Intersection with the south line of Block 3340 of Port St. Lucie Section FiftyThree as recorded in Plat Book 22 at Page 20 of the Public Records of St. Lucie County, Florida, extended westerly, said line also being the north line of a drainage right-of-way; thence N 89°48'41" E along the north line of said drainage right-of-way to a Point of Intersection with the east right-of-way of Scenic Park Street; thence S 0°18'57" W along the east right-of-way of said Scenic Park Street to a Point of Intersection with the north right-of-way line of Walton Road; thence continue S 0°18'57" W on a projection of said east right-of-

way line to the south right-of-way line of Walton Road; thence N 89°53'51" W along the south right-of-way of said Walton Road to a Point of Tangency of a curve concave to the southeast at the northwest corner of Tract "G-3"of Port St. Lucie Section FiftyTwo as recorded in Plat Book 22 at Page 19 of the Public Records of St. Lucie County, Florida; thence continue N 89°53'51" W on a projection of said south right-of-way line, crossing Rainier Road, to a Point of Curvature of a curve concave to the southwest at the northeast corner of Tract "G-4" of said Port St. Lucie Section FiftyTwo; thence continue N 89°53'51" W along said south right-of-way line to a Point of Intersection with the west line of Block 3329 of said Port St. Lucie Section FiftyTwo, extended northerly; thence S 0°06'09" W along said west line to the southwest corner of Lot 5, Block 3329 of said Port St. Lucie Section Fifty Two; thence N 89°53'51" W along the south line of Tract "B" of said Port St. Lucie Section Fifty Two, to a Point of Intersection with the southeast corner of the First Replat in Port St. Lucie Section Fifty Two as recorded in Plat Book 25 at Page 34 of the Public Records of St. Lucie County, Florida; thence continue along the south line of said First Replat in Port St. Lucie Section Fifty Two to a Point of Intersection with the east right-of-way of Lennard Road; thence S 0°18'57" W along said east right-of-way line to a Point of Intersection with the north right-of-way of Tiffany Avenue; thence S 89°56'35" E along said Tiffany Avenue right-of-way to a Point of Intersection with the east line of Lot 3, Block 1510 of Port St. Lucie Section Twenty Nine as recorded in Plat Book 14 at Page 8 of the Public Records of St. Lucie County, Florida, extended northerly; thence S 0°03'25" W on a projection of said east line of Lot 3, crossing Tiffany Avenue, to a Point of Intersection with the northeast corner of said Lot 3, Block 1510, also being the south right-of-way of Tiffany Avenue; thence continue S 0°03'25" W along said east line of Lot 3 to a Point of Intersection with the north line of Lot 2, Block 1510 of said Port St. Lucie Section Twenty Nine; thence S 89°56'35" E along said north line to the northeast corner of said Lot 2, Block 1510, also being a Point of Intersection of a drainage right-of-way; thence S 0°03'25" W along the west line of said drainage right-of-way to the southeast corner of Lot 1, Block 1510 of said Port St. Lucie Section Twenty Nine, also being the north right-of-way of Avalon Road; thence crossing Avalon Road, to the northeast corner of Lot 22,

Block 1502 of said Port St. Lucie Section Twenty Nine, also being the south right-of-way of Avalon Road and the northwest corner of a drainage right-of-way; thence S 0°03'25" W along the west line of said drainage right-of-way to the southeast corner of Lot 47, Block 1502 of said Port St. Lucie Section Twenty Nine, also being the southwest corner of said drainage right-of-way and the north right-of-way of Grand Drive; thence crossing Grand Drive, to the northeast corner of Lot 1, Block 1537 of Port St. Lucie Section Thirty as recorded in Plat Book 14 at Page 10 of the Public Records of St. Lucie County, Florida, also being the south right-of-way of Grand Drive and the northwest corner of a drainage right-of-way; thence S 0°03'25"W to the southeast corner of Lot 4, Block 1537 of said Port St. Lucie Section Thirty, also being the north right-of-way of Blossom Road; thence S 89°47'27" E along said right-of-way to a Point of Intersection with the west line of Lot 6, Block 3 of Plat No.1 St. Lucie Gardens By The Indian River subdivision in Section 6, Township 37 South, Range 41 East as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida, extended northerly; thence southerly on a projection of said west line of Lot 6, Block 3 of Plat No.1 St. Lucie Gardens by the Indian River subdivision, also being the west line of Camelot Gardens (a condominium), crossing Blossom Road, to the north line of Lot 6, Block 3 of said Plat No.1 St. Lucie Gardens by the Indian River subdivision, also being the south right-of-way of Blossom Road; thence continue southerly along said west line of Lot 6, Block 3 to the north line of a drainage right-of-way in Block 1538 of said Port St. Lucie Section Thirty; thence N 89°56'17" W along the north line of the Gardens of St. Lucie as recorded in Plat Book 29 at Page 17 of the Public Records of St. Lucie County, Florida to a Point of Intersection with the east right-of-way of Lennard Road; thence S 0°06'26" W along said right-of-way line to a Point of Intersection with the north right-of-way of Maslan Avenue; thence N 89°54'42" E along said right-of-way to a Point of Intersection with the east line of Lot 23, Block 1541 of Port St. Lucie Section Thirty as recorded in Plat Book 14 at Page 10 of the Public Records of St. Lucie County, Florida, extended northerly; thence S 0°00'10" E on a projection of said east line, crossing Maslan Avenue, to the northeast corner of said Lot 23, Block 1541, also being the south right-of-way of Maslan Avenue; thence continue S 0°00'10" E to the southeast corner of Lot 21, Block 1541, also being the southwest corner of a drainage right-of-way and the

north right-of-way of Master Avenue; thence continue S 0°00'10" E on a projection of said east line of Lot 21, Block 1541, crossing Master Avenue, to the northeast corner of Lot 23, Block 1542 of said Port St. Lucie Section Thirty, also being the south right-of-way of Master Avenue and the northwest corner of a drainage right-of-way; thence continue S 0°00'10" E along the west line of said drainage right-of-way to the southeast corner of Lot 21, Block 1542 of said Port St. Lucie Section Thirty, also being the north right-of-way of Melaleuca Boulevard; thence continue S 0°00'10" E on a projection of west line of said drainage right-of-way, crossing Melaleuca Boulevard, to the Northeast corner of Lot 44, Block 1543 of said Port St. Lucie Section Thirty, also being the northwest corner of a drainage right-of-way and the south right-of-way line of Melaleuca Boulevard; thence continue S 0°00'10" E along the west line of said drainage right-of-way to the southeast corner of Lot 16, Block 1543 of said Port St. Lucie Section Thirty, also being the southwest corner of said drainage right-of-way; thence N 89°51'11" W to the northeast corner of Lot 17, Block 1543 of said Port St. Lucie Section Thirty; thence S 0°08'49"W to the southeast corner of said Lot 17, Block 1543, also being the north right-of-way of Longhorn Avenue; thence southwesterly, crossing Longhorn Avenue, to the northeast corner of Lot 16, Block 1545 of said Port St. Lucie Section Thirty, also being the south right-of-way of Longhorn Avenue; thence S 0°08'49" W to the northeast corner of Lot 15, Block 1545 of said Port St. Lucie Section Thirty, thence S 89°51'11" E to the northeast corner of Lot 1, Block 1545 of said Port St. Lucie Section Thirty, also being the west right-of-way of Maize Street; thence continue S 89°51'11" E to a Point of Intersection with the west line of Lot 4, Block 3 of Plat No. 1 St. Lucie Gardens By The Indian River subdivision in Section 7, Township 37 South, Range 41 East as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida, extended northerly; thence southerly along a projection of said west line to the south right-of-way of Mariposa Avenue; thence continue along said west line to a Point of Intersection with the north line of Lot 2, Block 3 of said Plat No.1 St. Lucie Gardens By The Indian River subdivision in Section 7, Township 37 South, Range 41 East, extended westerly, thence easterly along a projection of said north line to the northwest corner of Lot 2, Block 3 of said Plat No. 1 St. Lucie Gardens By The Indian River subdivision in Section 7, Township 37 South, Range 41 East; thence southerly along the west

line of said Lot 2, Block 3 of Plat No. 1 St. Lucie Gardens By The Indian River subdivision to a Point of Intersection with the north line of a drainage right-of-way in Block 1581 of Port St. Lucie Section Thirty as recorded in Plat Book 14 at Page 10 of the Public Records of St. Lucie County, Florida; thence N 89°44' 40" W along the north line of said drainage right-of-way to the west line of Block 1581 of said Port St. Lucie Section Thirty, also being the northwest corner of Lot 11, Block 3 of Plat No. 1 St. Lucie Gardens By The Indian River subdivision in Section 7, Township 37 South, Range 41 East as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida; thence S 0°0°09'31" W along said west line to a Point of Intersection with the south line of said Section 7; thence N 89° 38' 10" W along said south line to the southwest corner of Section 7; thence continue to the southeast corner of Section 12, Township 37 South, Range 40 East and the Point of Beginning.

LESS AND EXCEPT THE FOLLOWING:

SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST

All of Lots 3, 4 of Block 1 of "PLAT No. 1 ST. LUCIE GARDENS BY THE INDIAN RIVER" subdivision as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida

SECTION 12, TOWNSHIP 37 SOUTH, RANGE 40 EAST

The East half (1/2) of Lots 1 and 2, and the South half (1/2) of Lots 12 and 13 of Block 1 of "PLAT No.1 ST. LUCIE GARDENS BY THE INDIAN RIVER" subdivision as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida all lying Easterly of the Right-of-Way of U. S. Highway No. 1, and all of Lot 1, except that parcel as recorded in Official Record book 1071 at Page 821 of the Public Records of St. Lucie County, Florida and part of Lots 2, 3, 4, 15, and 16 of Block 4 all lying Easterly of the Right-of-Way of U. S. Highway No. 1 and West of the Right-of-Way of Lennard Road,

and part of Lots 2, 3, and 4 of Block 4 lying West of the Right-of-Way of U.S. Highway No. 1 of said "PLAT No.1 ST. LUCIE GARDENS BY THE INDIAN RIVER" Also, all of that parcel of land described as Parcel I and Parcel II in Official Record book 938 at Page 923 of the Public Records of St. Lucie County, Florida.

Said parcel containing 1676.8 acres, more or less

The bearings herein are based on the respective subdivisions as recorded in the Official Records of St. Lucie County, Florida.

Exhibit "1"

Resolution No. 16-R40
Finding of Necessity Report CRA Expansion Area 2016

RESOLUTION NO. 16- R40

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, RELATING TO COMMUNITY REDEVELOPMENT; FINDING A BLIGHTED AREA EXISTS IN THE CITY IDENTIFIED AS THE CRA EXPANSION AREA 2016; FINDING THE REHABILITATION, CONSERVATION OR REDEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE PUBLIC INTEREST; PROVIDING FOR CONFLICT WITH OTHER RESOLUTIONS AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 01-R2, adopted by the City Council of Port St. Lucie, Florida (the "City Council") on January 22, 2001, it was determined that one or more blighted areas exist within the City of Port St. Lucie ("the City") and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the City, and

WHEREAS, by Ordinance No. 01-01, enacted on February 12, 2001, the City Council created the Community Redevelopment Agency (the "Agency"); and

WHEREAS, by Resolution No. 01-R27, adopted on June 11, 2001, the City Council adopted a community redevelopment plan ("Plan") for the community redevelopment area as described in that Resolution ("Original Redevelopment Area"); and

WHEREAS, the boundaries of the Original Redevelopment Area study contained a number of unincorporated county enclave properties that were outside the jurisdiction of the City of Port St. Lucie; and

WHEREAS, even though these enclave properties were specifically studied as part of the original "Findings and Declaration of Necessity Report", they could not officially be included within the Community Redevelopment Area due to their unincorporated status; and

WHEREAS, a new study entitled, "Finding of Necessity Report CRA Expansion Area 2016", has been completed on the condition of three areas of the City contiguous to the geographic boundaries of the Original Redevelopment Area of which two are former unincorporated county enclave properties included in the original study area; and

WHEREAS, the Finding of Necessity Report CRA Expansion Area 2016 study has been presented to the City Council for its consideration, considered at a duly advertised public hearing, and entered into the public record; and

WHEREAS; after having considered the study's determinations and data and analysis of the conditions in the CRA Expansion Area 2016, the City Council has determined that conditions in the Area constitute a "blighted area" as defined by Florida Statutes, are leading to economic distress and endanger property, are similar to the conditions within the designated community redevelopment area, and necessitate the redevelopment of the Area in the interest of the public health, safety and welfare of the residents of the City of Port St. Lucie.

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

Section 1. Findings. The City Council does hereby find:

(a) Based upon the data and analysis presented to and considered by the City Council, the following conditions exist within the CRA Expansion Area 2016:

1. Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions; and
2. Deterioration of site or other improvements.

(b) The notices required by Section 163.346 Florida Statutes have been timely published or mailed in accordance with said statute.

(c) Action must be taken immediately to prevent further blight and deterioration and to protect and enhance public expenditures previously made by the City, and

(d) The Area could, through the means provided in the Community Redevelopment Act, be revitalized and redeveloped in a manner that will vastly improve the economic and social conditions of the community.

(e) The preservation or enhancement of the tax base from which a taxing authority realizes tax revenues is essential to its existence and financial health; that the preservation and enhancement of such tax base is implicit in the purposes for which a taxing authority is established; that tax increment financing is an effective method of achieving such preservation and enhancement in areas in which such tax base is declining; that community redevelopment in such areas, when complete, will enhance such tax base and provide increased tax revenues to all affected taxing authorities, increasing their ability to accomplish their other respective purposes; and that the preservation and enhancement of the tax base in such areas through tax increment financing and the levying of taxes by such

taxing authorities therefore and the appropriation of funds to a redevelopment trust fund bears a substantial relation to the purposes of such taxing authorities and is for their respective purpose and concerns.

Section 2. Finding of Necessity. The City Council, based upon the data and analysis presented to it and in the public record, does hereby find that conditions in the CRA Expansion Area 2016 constitute a "blighted area" as defined by Florida Statutes, and that the Area, as identified in Exhibit "A", is an area that is deteriorating and economically distressed due to the factors outlined and documented in the "Finding and Declaration of Necessity Report CRA Expansion Area 2016" attached as Exhibit "A". The City of Port St. Lucie, Florida, further finds that the rehabilitation, conservation or redevelopment, or a combination thereof, of the Area, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals or welfare of the residents of the City of Port St. Lucie, Florida.

Section 3. Community Redevelopment Area. Based upon the facts presented to it and contained in the public record, the City Council does hereby find the Area is a "blighted area" (as defined in Section 163.340(8), Florida Statutes), that such area constitutes a "community redevelopment area" as defined in Section 163.340 (10), Florida Statutes and that the Area shall be included as part of the City of Port St. Lucie Community Redevelopment Area pursuant to a modification of the Community Redevelopment Plan processed in accordance with Section 163.361, Florida Statutes.

Section 4. Conflicts. All resolutions and parts of resolutions in conflict with any of the provisions of this resolution are hereby repealed.

Section 5. Severability. If any section or portion of a section of this resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this resolution.

Section 6. Effective Date. This resolution shall be effective immediately upon its passage and adoption.

RESOLUTION NO. 16- R40

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

CITY COUNCIL
CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

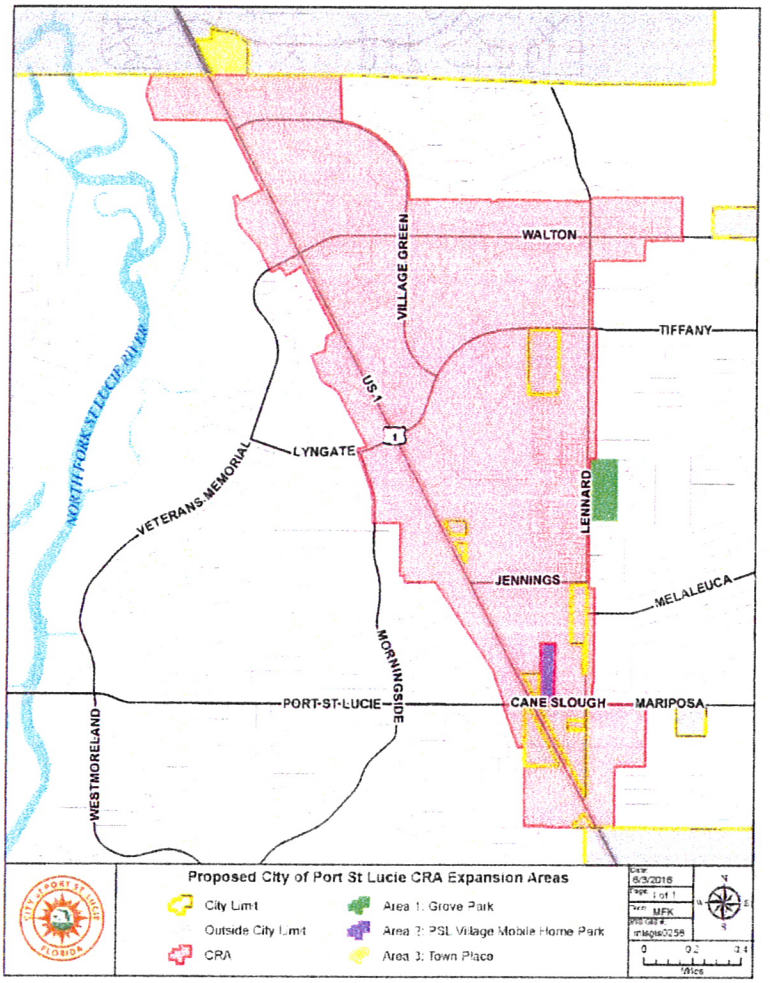
ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

City of Port St. Lucie
Finding of Necessity
CRA Expansion Area 2016



Prepared by the Community Redevelopment Agency
City of Port St. Lucie, Florida
June 27, 2016

TABLE OF CONTENTS

Introduction 1

History 4

Criteria for amending Community Redevelopment Plan 6

Analysis of Conditions 8

Conclusions and Recommendations 16

Figure 1: Original CRA and Expansion Areas 2016 Map 3

Figure 2: Community Redevelopment Area Boundary Map 5

Figure 3: Area 1 Grove Park Map 10

Figure 4: Area 2: PSL Village Mobile Home Park Map 13

Figure 5: Area 3: Town Place Map 15

Exhibit 1: Legal Description 17

I. INTRODUCTION

The purpose of this report is to present the conditions, data, and analysis necessary to incorporate additional land within the officially designated Community Redevelopment Area (CRA) for the City of Port St. Lucie. Chapter 163, Part III, Florida Statutes, establishes the procedures for a modification to a community redevelopment plan. A study, known as a Finding of Necessity Report, must be adopted by the governing body of a county or city before a community redevelopment agency can modify a community redevelopment plan to expand the boundaries of a redevelopment area.

Total acreage in the proposed expansion area is approximately 47 acres. It is comprised of three areas contiguous to the community redevelopment area defined in Resolution 01-R27 and generally identified as the "U.S. 1 Corridor (the "Original CRA"). Each of the three areas was annexed into the city after the CRA was established. Two of the areas, 18.5 acres, more or less, known as Grove Park and 10 acres, more or less, known as PSL Village Mobile Home Park, were identified as unincorporated St. Lucie County enclave properties in the original Findings and Declaration of Necessity Report from 2001 that provided the justification for the City to establish a community redevelopment area along its U.S. 1 corridor.

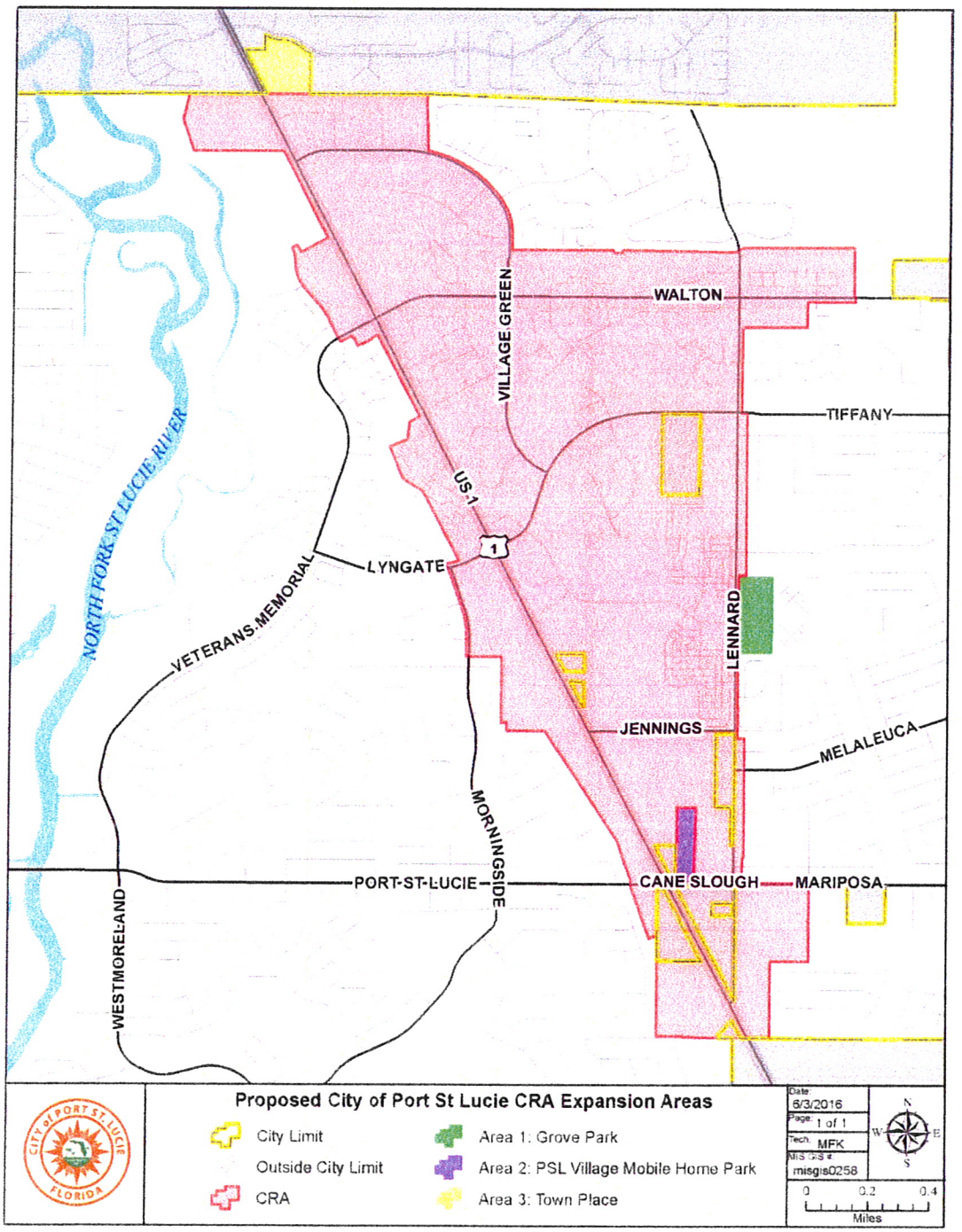
The original Findings and Declaration of Necessity Report analyzed a study area of approximately 1,700 acres along U.S. Highway 1 from just north of Village Green Drive, south to the St. Lucie/Martin County line, and east to Lennard Road. The western boundary is predominantly the rear property line of those properties fronting US Highway 1 (Federal Highway). Portions of the study area were and are unincorporated county enclave properties. Even though these enclaves were specifically studied and provided justification for the establishment of the CRA, they could not be included within the CRA because they were outside the jurisdiction of the City of Port St. Lucie. As stated in the adopted community redevelopment plan, the county enclave properties were included in the overall master plan for the redevelopment area for consistency in design and development and to provide direction for project review with St. Lucie County. The redevelopment plan recognizes that the best solution for planning consistency is for the enclave properties to be annexed into the City of Port St. Lucie and then formally added to the CRA. As set forth in §163.361(4), any modification to a community redevelopment plan to include additional land must be supported by data and analysis and adoption of a resolution finding the conditions in the area meet the statutory criteria for inclusion in a CRA.

The third area consists of 18.5 acres, more or less, known as Town Place. Town Place is situated between the northern municipal boundary line of the City of Port St. Lucie and the northern geographic boundary line of the CRA along the City's U.S. 1 corridor. When the City established a CRA along the U.S. 1 corridor in 2001, the 18.5 acres knowns as Town Place was directly north

of the study area in unincorporated St. Lucie County. Three years after the CRA was established, the property owners applied to annex the property into the City of Port St. Lucie.

This document serves to update the adopted Findings and Declaration of Necessity Report from 2001 in order to demonstrate that conditions in Grove Park and PSL Village Mobile Home Park still warrant inclusion in a CRA. In addition, the document provides facts and evidence of conditions on the Town Place property that warrant redevelopment. For planning consistency, existing conditions and location make the three areas suitable for the inclusion in the City of Port St. Lucie Community Redevelopment Area, Community Redevelopment Plan and Tax Increment Financing District in accordance with Chapter 163, Part III, Florida Statutes.

Figure 1: Original CRA and Expansion Areas 2016 Map



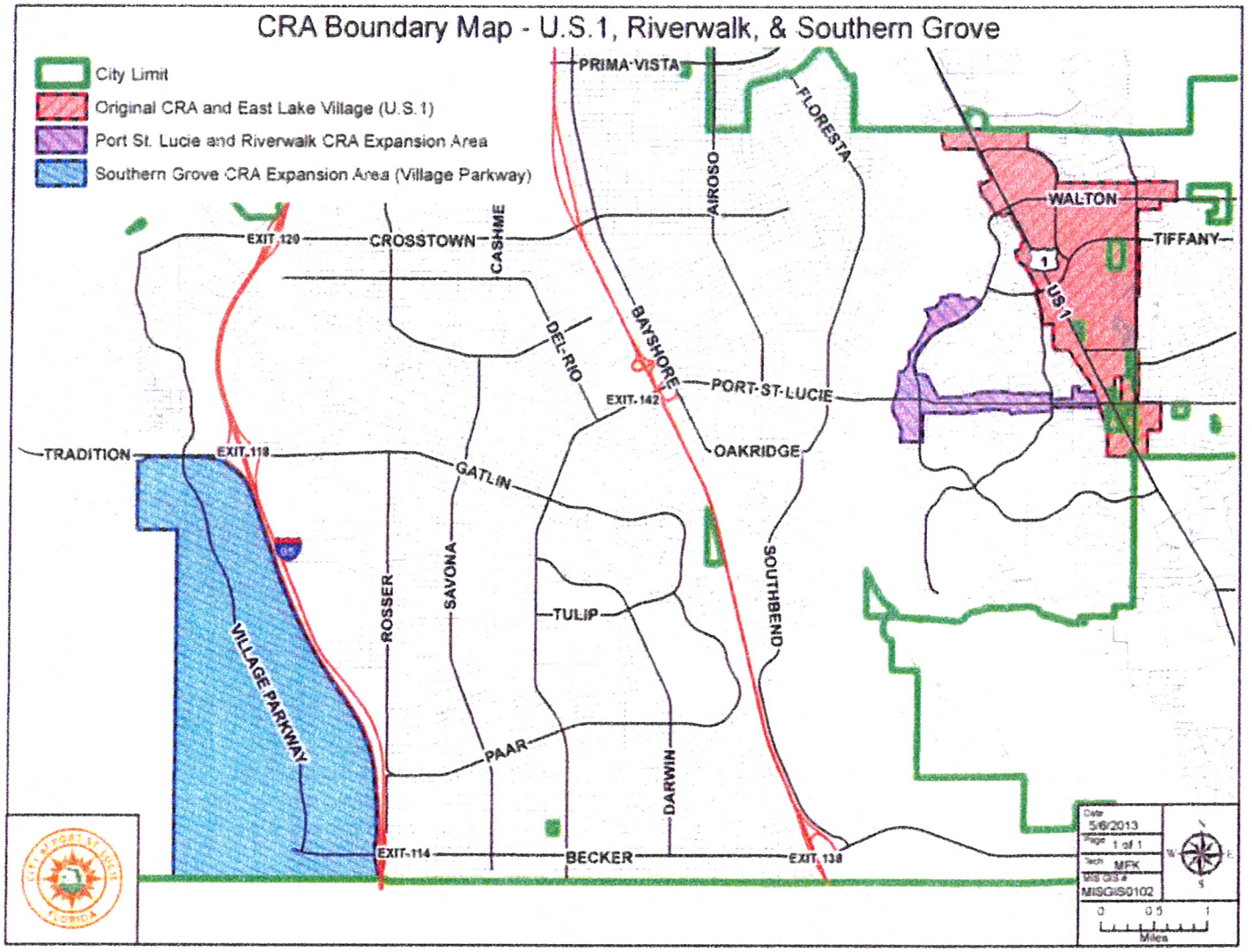
II. HISTORY

The City of Port St. Lucie Community Redevelopment Agency was created in 2001 by the City of Port St. Lucie City Council. The Agency was established to address the lack of land set aside for commercial uses to serve the projected population in the original platted development of the city. Under the original developer's plan, most of the land in Port St. Lucie was platted for low density single-family residential development. The CRA is intended as a central gathering place that creates an identity for the city, provides entertainment, economic opportunities, a variety of development districts, and connective open space to better serve current and future population.

Pursuant to Part III, Chapter 163, Florida Statutes, the City Council conducted a study of the socioeconomic and development conditions in its US 1 corridor. This study, known as a "Finding of Necessity" revealed conditions that are detrimental and impair sound growth management and constitute social and economic liability. It provided the basis for initiating a long-term, comprehensive redevelopment effort for the area including the establishment of a Community Redevelopment Agency, the adoption of a Community Redevelopment Plan, and the establishment of a Redevelopment Trust Fund in order to undertake community redevelopment activities pursuant to an adopted Community Redevelopment Plan.

Since the CRA's creation in 2001, three additional areas have been formally designated as part of the CRA. The boundaries of the CRA were expanded into 2003 to include 100 acres, more or less, known as Lentz Grove (now known as "East Lake Village"). Lentz Grove was an unincorporated county enclave included in the original 1,700 acre study area. In 2006, the CRA was expanded to include an additional 321 acres, more or less, known as the Port St. Lucie Boulevard/Riverwalk District (the "CRA Expansion Area"). In 2012, the CRA was expanded to included 3,606 acres, more or less, known the Southern Grove Development of Regional Impact (DRI). The boundary lines for the CRA are depicted in Figure 2.

Figure 2: CRA Boundary Map



III. CRITERIA FOR AMENDMENT TO AN ADOPTED COMMUNITY REDEVELOPMENT PLAN

Chapter 163, Part III, Florida Statutes, governs community redevelopment in the State of Florida, setting forth the regulations concerning use, formation, modification thereto, and powers of community redevelopment agencies. As set forth in Section 163.355, F.S., no county or municipality shall exercise the community redevelopment authority until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in Section 163.340(7) or (8), F.S. The resolution must state that:

1. One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

2. The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

Sections 163.340 (7) and (8), F.S., provide the statutory definitions of "slum" and "blight", respectively.

Slum Determination Fla. Stat. §163.340 (7)

A "Slum area" is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolesce, and exhibiting one or more of the following factors:

(a) Inadequate provision for ventilation, light, air, sanitation or open spaces;
(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
(c) The existence of conditions that endanger life or property by fire or other causes.

Blight Determination Fla. Stat. §163.340 (8)

A "Blighted area" is defined as an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or

other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities.
(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.
(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
(d) Unsanitary or unsafe conditions.
(e) Deterioration of site or other improvements.
(f) Inadequate and outdated building density patterns.
(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality.
(h) Tax or special assessment delinquency exceeding the fair value of the land.
(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality.
(j) Incidence of crime in the area higher than in the remainder of the county or municipality.
(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality.
(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality.
(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area.
(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.
(o) A substantial number or percentage of properties damaged by sinkhole activity which have not been adequately repaired or stabilized.

The term "blighted area" can also mean any area in which at least one of the factors identified in paragraphs (a) through (o) is present and provided all taxing authorities subject to Section 163.387(2)(a), F.S., agree, either by interlocal agreement with the agency or by resolution, that the area is blighted. Such agreement or resolution must be limited to a determination that the area is blighted.

IV. ANALYSIS OF CONDITIONS

The City of Port St. Lucie began studying the need for a redevelopment area in 1997. Four areas were examined and analyzed to determine the best area for redevelopment as well as the fiscal impacts of a redevelopment effort. Ultimately, the city's U.S. 1 corridor was chosen as the preferred redevelopment area due to the commercial nature of the area, a history of abandoned commercial structures, and the proposed construction of a third east-west corridor and bridge crossing linking I-95 and U.S. Highway 1. The original Findings and Declaration of Necessity Report noted the proposed roadway, now known as the Crosstown Parkway, was going to have a major impact on the area and justified the need to better plan and design the future of this area of the city through the adoption of a community redevelopment program.

Construction on the Crosstown Parkway began in 2006. Crosstown Parkway is a six lane parkway that runs from I-95 to Manth Lane. The final segment of the Crosstown Parkway will provide a new bridge crossing over the North Fork of the St. Lucie River and connect the existing Crosstown Parkway to U.S. 1. The anticipated completion date is late 2018. The Town Place property is approximately 1500 feet north of the proposed Crosstown Parkway/U.S.1 intersection.

The original Findings and Declaration of Necessity Report was approved by the Port St. Lucie City Council on January 22, 2001 by Resolution 01-R2. As more fully outlined in the report, the City of Port St. Lucie found conditions relating to inadequate street and faulty lot layout, conditions that were detrimental and impaired sound growth management, problems with diversity of ownership, and factors that constituted social and economic liability pursuant to Section 163.340(8), F.S. The study area included the U.S. 1 corridor from just north of Village Green Drive, south to the St. Lucie/Martin County line, and east to Lennard Road. Several unincorporated county enclave properties were included in the study area. As identified in the original Findings and Declaration of Necessity Report, these county enclave properties were more logically suited to be within the municipal boundaries of the City of Port St. Lucie for planning purposes, delivery of services, and future potential for redevelopment.

Analysis of Blight

An analysis of existing conditions of blight in the proposed expansion area was accomplished by utilizing data available from the St. Lucie County Property Appraiser's Office, the St. Lucie County Tax Collector's Office, various City departments, field observations, and photographic evidence.

The conditions of "blight" in the proposed expansion area are met under the following criteria:

1. Section 163.340(8) (b), F.S. Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions.

As detailed in Table 1, aggregated assessed values of real property in the proposed CRA Expansion Area has failed to show any appreciable increase over the past five years.

Table 1. Aggregate Assessed Values of Real Property for Potential Expansion Area				
Year	Grove Park	PSL Village Mobile Home Park	Town Place	Aggregate
2015	$ 1,077,400	$ 1,018,600	$ 1,513,300	$ 3,609,300
2014	$ 1,097,000	$ 1,018,600	$ 1,513,300	$ 3,628,900
2013	$ 1,097,000	$ 1,018,600	$ 1,513,300	$ 3,628,900
2012	$ 1,100,110	$ 1,019,900	$ 1,513,300	$ 3,633,310
2011	$ 1,000,100	$ 1,382,400	$ 1,651,300	$ 4,033,800

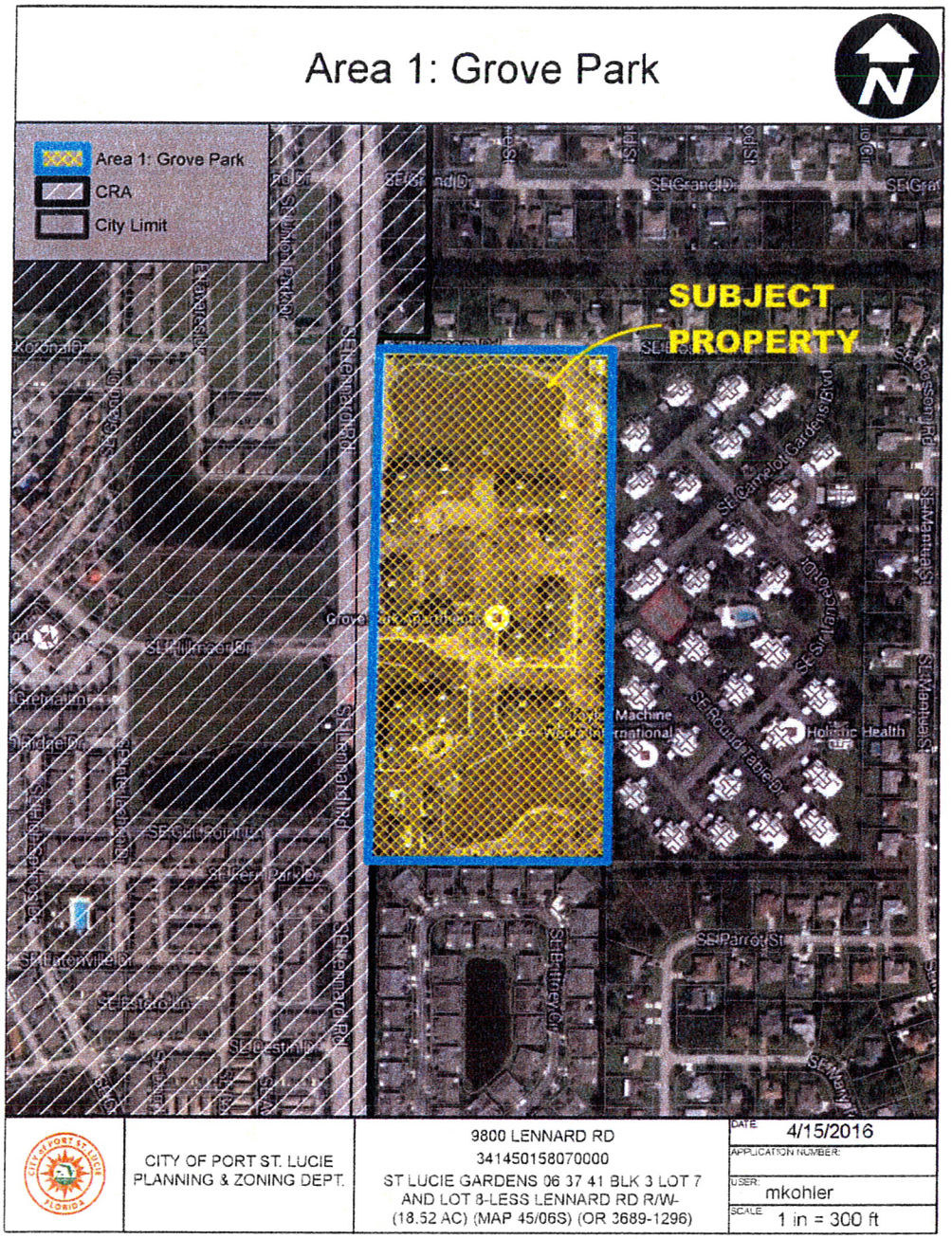
Source: St. Lucie County Property Appraiser and St. Lucie County Tax Collector. Information retrieved January 2016.

2. Section 163.340(8) (e), F.S. Deterioration of site or other improvements.

The proposed expansion area consists of three relatively small areas that were annexed into the city after the establishment of the CRA and prior to the Financial Crisis of 2007-08 and Great Recession. Each of these annexations was associated with discussions and/or proposals to redevelop the properties in a manner that would expand the city's tax base and further the implementation of the redevelopment plan for the U.S. 1 corridor. The Great Recession resulted in a number of stalled and abandoned projects in the City and CRA. The deterioration of the three areas is documented on the following pages.

Area 1

Figure 3: Grove Park



The 18.5 acres, more or less, known as Grove Park was annexed into the City of Port St. Lucie in 2006 (OR 05-134) through a petition for voluntary annexation submitted by Myra W. Lowry, Joseph C. Lowry, Vicki Lowery, and Melissa J. Beckett. Grove Park is located on Lennard Road across from East Lake Village. At the time of annexation, the property served as a site for a family nursery and seasonal Christmas tree sales. Following annexation, an

application for a future land use map amendment was approved in 2006 to change the future land use to City of Port St. Lucie RH/RM/CG (Residential High Density, Residential Medium Density, and General Commercial) land use designations. An application to rezone the property to a Planned Unit Development Zoning District (PUD) was approved in 2007 to allow the property to be developed as a mixed use development that would include 167 townhome units, 43 condominium/apartment units and the potential for 6,000 S.F. of commercial development. A site plan and a subdivision plat were approved in 2007. The plat was never recorded. Although the project was never constructed the land was cleared in anticipation of future development.

Approximately $2.7 million in special assessment bonds were issued in 2006 for the original Grove Park project (Lowry SAD) to fund utility, roadway, and stormwater improvements, as well as improvements to an adjacent roadway and intersection. The project was abandoned following the downturn in the economy and the SAD improvements were never constructed. Tax certificates were issued from 2006 to 2011 due to unpaid taxes. In 2013, the property was purchased via a short sale by Lennard Investment Partners, LLC. Lennard Investments Partners, LLC, sold the property to another entity known as Lennard Road Partners, Ltd. Through the early call process, the City was able to redeem the special assessment bonds following an agreement with Lennard Road Partners, LTD, to pay the outstanding debt service and property taxes.

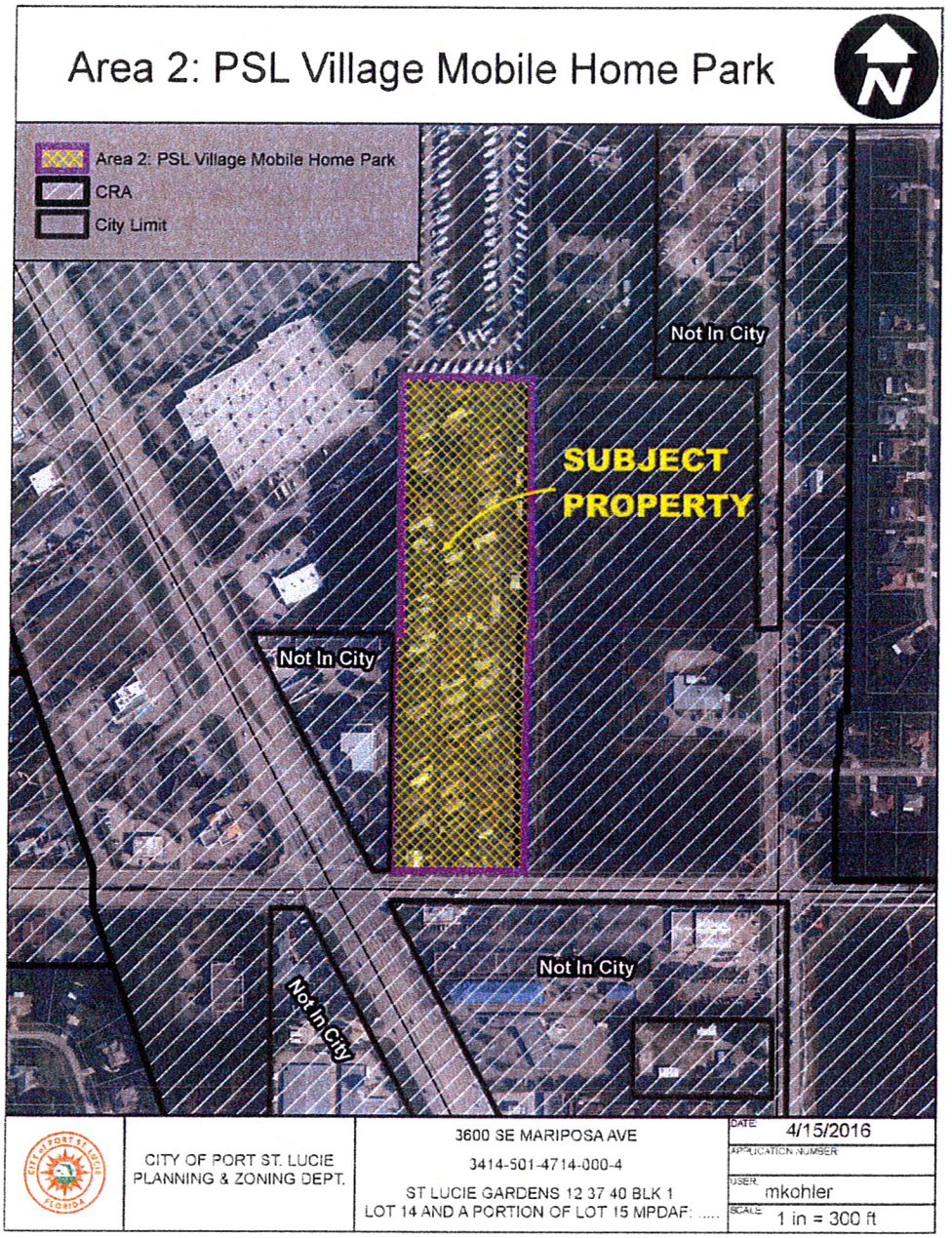
Grove Park Apartments under construction 2015

Grove Park Apartments Rental Office 2016

In 2013, Leonard Road Partners, Ltd. applied for and received tax exempt bond financing, non-competitive tax credits, and State Apartment Incentive Loan ("SAIL") funds through the Florida Housing Finance Corporation and the Housing Finance Authority of St. Lucie County to finance the construction of a low to moderate income restricted apartment development known as Grove Park Apartments. Grove Park Apartments consists of 210 rental unit apartments with eighty (80) percent income restricted rental units and twenty (20) percent market rate rental units. Grove Park Apartments opened in 2016. The project is consistent with Goal 5 of the community redevelopment plan. As set forth in Goal 5, the Agency is to support and promote the development of a variety of housing types within the CRA.

Area 2

Figure 4: PSL Village Mobile Home Park



The ten (10) acres, more or less, known as PSL Village Mobile Home Park was annexed into the City of Port St. Lucie in 2005 (OR 05-133) through a petition for voluntary annexation submitted by Mariposa Associates, Ltd. The property is located in the northeast quadrant of the intersection of U.S. 1 and Port St. Lucie Boulevard. In the original Findings and Declaration of Necessity Report, the property is identified as an example of an incompatible

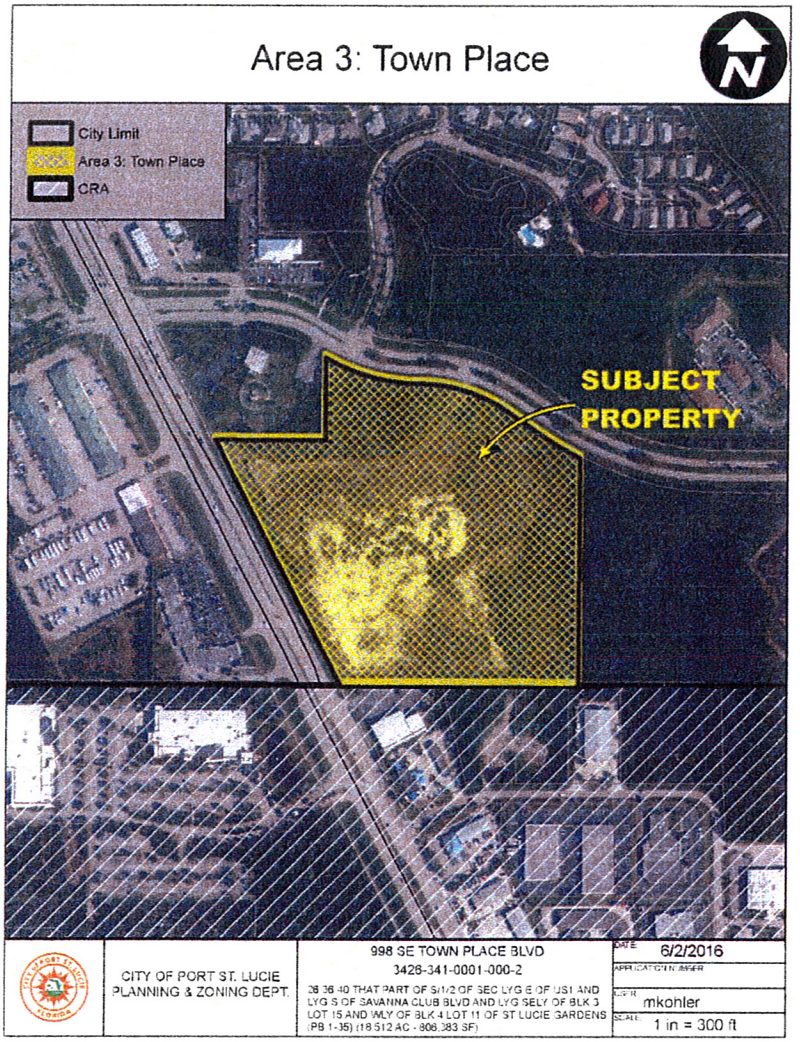
use. The report noted the location of a mobile home park at the busiest commercial intersection in the area (Port St. Lucie Boulevard and U.S. 1). In the amendment to the redevelopment plan for the CRA Expansion Area 2006 (Resolution 06-R102), the Port St. Lucie Boulevard/U.S.1 intersection is identified as a gateway into the city. Port St. Lucie Boulevard is a key east-west arterial that provides connections to U.S. 1, the Florida Turnpike, and Interstate 95.

Once the property was annexed in 2005, the property owner never applied to amend the city's future land use map and zoning map to bring the property into conformance with the City's comprehensive plan and land development regulations. Proposed plans to redevelop the property never materialized and the property remained a legal non-conforming use with county land use and zoning designations. The property was zoned St. Lucie County General Commercial. A mobile home park is not a permitted or conditional use under that zoning designation.

Tax certificates were issued from 2007 through 2011 for unpaid property taxes. Tax certificates were redeemed in 2012. PSL Mobile Home Park was purchased in 2012 by McGavin Group, LLC. The property was brought into compliance with the City's comprehensive plan and land development regulations in 2013. A site plan was approved in 2014 to allow for an 81 unit mobile home and recreational vehicle park. It did require improvements to the landscaping and other miscellaneous changes. The use is the same as when it was identified as being incompatible with the area in the original 2001 Findings and Declaration of Necessities Report.

Area 3

Figure 5: Town Place



The 18.5 acres, more or less, known as Town Place was annexed into the City of Port St. Lucie in 2004 (OR 04-04) through a petition for voluntary annexation submitted by Rich and Rubin Properties, LLC. Town Place is located in the southeast quadrant of the intersection of U.S. Highway 1 and Savanna Club Boulevard. At the time of annexation, it was a heavily wooded lot containing wetlands and pine flatwoods. In 2007-08, a majority of the property was cleared in association with a proposed development for a mixed use project. It was to consist of 71 townhome units on 6.51 acres and office/commercial uses on 12 acres.

A future land use map amendment, a PUD rezoning application, and site plans for Phases I, II, and III of the project were approved between 2005 and 2007. A subdivision plat creating four developable lots, two stormwater tracts, and a road right-of-way tract was approved in 2005. The project was never developed. In March 2016, the property owner petitioned the City to vacate the plat (Res. 16-R21). Town Place is mostly vacant with the exception of a billboard structure and open lot storage. There are outstanding code violations associated with the illegal billboard signage and open lot storage.

Town Place Illegal Signage 2016

Town Place Open Lot Storage 2016

V: CONCLUSIONS AND RECOMMENDATIONS

Florida law requires that two factors of blight be evidenced in order for a City or other local governing body to declare an area blighted and in need of community redevelopment. As detailed in this report, the three areas contiguous to the existing CRA that are proposed for expansion of the CRA meet at least two of the statutory criteria for a blight determination as set forth in Section 163.340(8), F.S.

It is recommended that the City of Port St. Lucie City Council use this report as the data and analysis necessary to:

1. Adopt a resolution making a legislative finding that the conditions in the study area meet the criteria set forth by Section 163.340(8), Florida Statutes;
2. Designate the expansion area as part of the City of Port St. Lucie Community Redevelopment Area; and
3. Amend the community redevelopment plan and redevelopment trust fund to include the new properties.

Exhibit 1: Legal Descriptions of CRA Expansion Area 2016

AREA 1

A parcel of land located in Section 6, Township 37 South, Range 41 East:

All of Lots 7 and 8 of Block 3 of PLAT No. 1 ST. LUCIE GARDENS BY THE INDIAN RIVER subdivision in said Section 6, as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida.

Less Lennard Road right-of-way

Containing 18.5 acres, more or less

AREA 2

A parcel of land located in Section 12, Township 37 South, Range 40 East.

All of Lot 14 and a portion of Lot 15 of Block 1 of PLAT No. 1 ST. LUCIE GARDENS BY THE INDIAN RIVER subdivision in said Section 12, as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida being more particularly described as follows:

Begin at the southwest corner of said Lot 15; thence easterly, along the south line of said Lot 15, a distance of 3.72'; thence N 00° 51'36" E a distance of 662.97' to the north line of said Lot 15; thence westerly, along said north line, a distance of 12.38' to northwest corner of said Lot 15; thence southerly to the Point of Beginning.

Less Cane Slough Road right-of-way

Containing 9.8 acres, more or less

AREA 3

A portion of Lots 15 and 16, Block 3 and Lots 9 and 10, Block 4 of Section 26, Township 36 South, Range 40 East, as shown on the Plat of St. Lucie Gardens, according to the Plat thereof as recorded in Plat Book 1 at Page 35 of the Public Records of St. Lucie County, Florida, more particularly described as follows:

Commencing at the southeast corner of said Section 26, thence N 89° 40'17" W, along a portion of the south line of said Section 26, a distance of 1984.9' to the Point of Beginning; thence continue N 89° 40' 17" W, along a portion of the south line of said Section 26, a distance of 738.39' to a point on the easterly right-of-way of U.S. Highway No.1; thence N 27° 29'17" W, along a portion

of said easterly right-of-way, a distance of 849.80'; thence S 89° 40'19" E a distance of 342.03'; thence N 00° 04'57" E a distance of 253.93', to the south right-of-way line of Savanna Club Boulevard as shown on Savanna Club Plat No. One, according to the Plat thereof as recorded in Plat Book 24 at Page 7 of the Public Records of St. Lucie County, Florida and a Point of Curvature, concave to the north, having a radius of 590.00'; thence easterly along the arc of said curve, through a central angle of 29° 39'41", a distance of 305.44' to a Point of Reverse Curvature having a radius of 485.00'; thence along the arc of said curve, through a central angle of 33° 56'51" and an arc distance of 287.36' to a Point of Tangency; thence S 55° 43'27" E a distance of 150.00' to a Point of Curvature having a radius of 965.00'; thence along a curve to the left, through a central angle of 7° 08'41" and an arc distance of 120.33'; thence S 00° 04'57" W a distance of 700.99' to the Point of Beginning.

Containing 18.5 acres, more or less

ORDINANCE 16-35

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, PROVIDING FOR THE ADDITIONAL FUNDING OF AN ESTABLISHED REDEVELOPMENT TRUST FUND FOR COMMUNITY REDEVELOPMENT WITHIN THE "CRA EXPANSION AREA 2016"; DETERMINING THE ADDITIONAL TAX INCREMENT TO BE DEPOSITED IN THE REDEVELOPMENT TRUST FUND; ESTABLISHING THE BASE YEAR FOR DETERMINING ASSESSED VALUES OF PROPERTY IN THE CRA EXPANSION AREA 2016 FOR TAX INCREMENT PURPOSES; PROVIDING FOR THE ANNUAL APPROPRIATION OF THE ADDITIONAL TAX INCREMENT BY TAXING AUTHORITIES IN THE COMMUNITY REDEVELOPMENT AREA; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 01-R2, adopted by the City Council of Port St. Lucie, Florida (the "City Council") on January 22, 2001, it was determined that one or more blighted areas exist within the City of Port St. Lucie, Florida, (the "City") and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City; and

WHEREAS, by Ordinance No. 01-01, adopted by the City Council on February 12, 2001, the City Council created the Community Redevelopment Agency of the City (the "Agency"); and

WHEREAS, by Resolution No. 01-R27 adopted by the City Council on June 11, 2001, the City Council adopted a community redevelopment plan (the "Plan") for the community redevelopment area as fully described in that Resolution; and

WHEREAS, by Ordinance No. 01-23, adopted by the City Council on June 11, 2001 , the City Council established a redevelopment trust fund (the "Trust Fund") for the Community Redevelopment Area as provided in Section 163.387, Florida Statutes (The "Act"); and

WHEREAS, by Resolution No. 03-R30, adopted by the City Council on April 14, 2003, it was determined that an additional blighted area commonly known as "Lentz Grove", existed within the City, and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City, and;

ORDINANCE 16-35

WHEREAS, by Resolution No. 03-R31, adopted by the City Council on April 14, 2003, the City Council adopted an amendment to the Plan for the Lentz Grove area; and

WHEREAS, by Ordinance No. 03-76, adopted by the City Council on April 14, 2003, the City Council amended the Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within the Lentz Grove area; and

WHEREAS by Resolution No. 06-R I8, adopted by the City Council on March 13, 2006, it was determined that an additional blighted area commonly known as "the CRA Expansion Area" existed within the City, and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City; and

WHEREAS, by Resolution No. 06-R I02, adopted by the City Council on November 20, 2006, the City Council adopted an amendment to the Plan for the CRA Expansion Area; and

WHEREAS, by Ordinance No. 07-114, adopted by the City Council on August 13, 2007, the City Council amended the Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within the CRA Expansion Area; and

WHEREAS, by Resolution No. 11-R50, adopted by the City Council on August 29, 2011, it was determined that an additional blighted area commonly known as "Southern Grove" existed within the City, and that the rehabilitation, conservation or redevelopment, or a combination thereof, of such area is necessary in the interest of the public health, safety, morals or welfare of the residents of the City; and

WHEREAS, by Resolution No. 12-R65, adopted by the City Council on June 25, 2012, the City Council adopted an amendment to the Plan for Southern Grove; and

WHEREAS, by Ordinance No. 12-30, adopted by the City Council on June 25, 2012, the City Council amended the Trust Fund to provide for the additional funding of the Trust Fund for community redevelopment within Southern Grove; and

ORDINANCE 16-35

WHEREAS, by Resolution 13-R153, adopted on February 10, 2014, the City Council adopted a further amendment to the Plan for Southern Grove; and

WHEREAS, by Resolution 15-R102, adopted on January 23, 2015, the City Council adopted a second amendment to the Plan for Southern Grove; and

WHEREAS, notice of the City Council's intention to provide for the additional funding of the established Trust Fund has been published in a local newspaper of general circulation and mailed to all "taxing authorities" (as hereinafter defined) in accordance with Section 163.346. Florida Statutes.

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

Section 1. In addition to their existing payments, there shall be paid into the Trust Fund each year by each of the "taxing authorities", as that term is defined in Section 163.340, Florida Statutes, levying ad valorem taxes within the CRA Expansion Area 2016, a sum equal to ninety-five percent (95%) of the incremental increase in ad valorem taxes levied each year by the taxing authority within the CRA Expansion Area 2016, as calculated in accordance with Section 3 of this Ordinance and the Act, based on the base tax year established in Section 2 of this Ordinance (such annual sum being hereinafter referred to as the "tax increment"):

Section 2. The most recent assessment roll used in connection with the taxation of property prior to the effective date of this Ordinance shall be the final assessment roll of taxable real property in Port St. Lucie, Florida, prepared by the Property Appraiser of St. Lucie County, Florida, and filed with the Department of Revenue pursuant to Section 193.1142, Florida Statutes, reflecting valuation of real property for purposes of ad valorem taxation as of January 1, 2016 (the "base year value"), and all deposits into the Fund shall be in the amount of tax increment calculated as provided in Section 3 hereof based upon increases in valuation of taxable real property from the base year value.

Section 3. The tax increment shall be determined and appropriated annually by each taxing authority, and shall be that amount equal to ninety-five percent (95%) of the difference between:

a) That amount of ad valorem taxes levied each year by each taxing authority,

exclusive of any amount from any debt service millage, on taxable real property located within the geographic boundaries of the CRA Expansion Area 2016; and

b) That amount of ad valorem taxes which would have been produced by the rate upon which the tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the base year assessed value of the taxable real property in the CRA Expansion Area 2016.

Except as otherwise limited by the Act.

Section 4. All taxing authorities shall annually appropriate to and cause to be deposited into the Trust Fund the tax increment determined pursuant to the Act and Section 3 of this Ordinance as provided in the Act. The obligation of each taxing authority to annually appropriate the tax increment for deposit in the Trust Fund shall commence immediately upon the effective date of this Ordinance and continue to the extent permitted by the Act and so long as the Plan is in effect.

Section 5. Any and all ordinances or resolutions or parts of ordinances or resolutions in conflict herewith are hereby repealed.

Section 6. If any part of this Ordinance is held to be invalid or unenforceable for any reason, such holding shall not affect the validity or enforceability of the reminder of this Ordinance, which shall remain in full force and effect.

Section 7. The City Clerk is hereby authorized and directed to send a certified copy of this Ordinance to each of the taxing authorities and to the Property Appraiser of St. Lucie County, Florida.

Section 8. This Ordinance shall take effect 10 days after adoption.

ORDINANCE 16-35

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

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

ORDINANCE 16-35

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

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim City Attorney

CITY OF PORT ST LUCIE

COMMUNITY REDEVELOPMENT AGENCY AGENDA MEMORANDUM

Agenda Item #: 8
Meeting Date: 6/27/16

TO: Community Redevelopment Agency Board

THRU: Jeffrey Bremer, Executive Director JB

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

FROM: Bridget Kean – CRA Director BK

Agenda Item: Resolution: CRA Resolution 16-01 – City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016

Submittal Date: 6/17/2016

STRATEGIC PLAN LINK: This item is consistent with Goal I: Financially Sound City – Maintain a fiscally responsible level of debt.

BACKGROUND: The City's Finance Department has been working with the City's Financial Advisor regarding refunding the Community Redevelopment Agency Redevelopment Trust Fund Bonds issued in 2004 and 2006. This effort is being undertaken to reduce the Agency's debt service in accordance with Goal 1of the Strategic Plan. Goal 1 identifies high CRA debt as a challenge to the City's ability to maintain a financially sound city. At current market rates, the refunding of the CRA revenue bonds should result in substantial debt service savings for the Agency.

In 2004, the Agency issued redevelopment trust fund bonds in the amount of $11,870,000. Proceeds from the bonds were used to make a number of infrastructure improvements in the CRA area including Lennard Road widening, Jennings Road widening, Hillmoor Drive Extension, Grand Avenue Extension, and associated stormwater, utility lines, sidewalk, street lighting, and landscaping improvements.

In 2006, the Agency issued Community Redevelopment Agency Redevelopment Trust Fund Bonds, Series 2006. Proceeds from these bonds were used to fund the City Center project. It included property acquisition, construction of the parking garage, Village Square, outdoor stage, City Center warehouse, Civic Center, and other improvements.

Principal and interest on the 2004 CRA Bonds and 2006 CRA Bonds are payable from the tax increment revenues the Agency receives and, if required, non-ad valorem revenues of the City per the City's covenant to budget and appropriate (CBA) pledge.

ANALYSIS: Finance Department staff and the City's Financial Advisor monitor the City's outstanding bonds, including Community Redevelopment Agency bonds, to see if there are any opportunities to reduce the amount of outstanding debt and the annual principal and interest payments by refunding outstanding bonds. Prior to any recommendation to refund a bond issue, Finance staff makes sure that the refunding will meet the City's Debt Policy requirement of a debt service savings of at least 5% of the refunded bonds and a net present value savings of at least $400,000. Based on market rates as of June 1, 2016, the City's financial advisor estimates the Community Redevelopment Agency could achieve a 10.9% debt service savings and a net present value savings of $4.7 million by refunding all of the 2004 CRA Bonds and the 2006 CRA Bonds.

FINANCIAL INFORMATION: As stated in the resolution, the aggregate principal amount of the proposed Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016, shall not exceed $46,000,000. The bonds will be paid in full by January 1, 2026. Currently, the outstanding principal balance of the 2004 CRA Bonds is $5,670,000 and the outstanding principal balance of the 2006 CRA Bonds is $38,155,000. Proceeds from the sale of the Community Redevelopment Agency Refunding Bonds, Series 2016, will be used to 1) redeem all of the 2004 CRA Bonds, 2) deposit funds in an escrow account to redeem the 2006 CRA Bonds on January 1. 2017, and 3) pay expenses related to the issuance and sale of the Community Redevelopment Agency Refunding Bonds, Series 2016.

TIF revenues of the CRA have been insufficient to pay the operating costs of the CRA and the annual principal and interest on the CRA Bonds. Since the existing Bonds have a "Covenant to Budget and Appropriate" requirement, the City has used Parks MSTU and General Fund non-ad valorem revenues to help pay annual principal and interest on the CRA Bonds. Since the CRA Refunding Bonds will reduce the annual principal and interest by approximately $270,000 in FY 2016-2017 and $640,000 in FY 2017-2018, the support from the General Fund can be reduced by that amount.

LEGAL INFORMATION: Under Section 163.385, Florida Statutes, a Community Redevelopment Agency has the power in its corporate capacity to issue redevelopment revenue bonds and refunding bonds for the payment or retirement of bonds or other obligations previously issued when authorized or approved by resolution or ordinance of the governing body. City Council Ordinance 16-30 authorizing the issuance of the bonds and accompanying memo from the Finance Director are attached as Attachment "A" to the staff report for the Board's review. The first reading of Ordinance 16-30 was held on June 13, 2016. The adoption hearing is scheduled for the June 27, 2016 City Council meeting following the CRA Board meeting.

The proposed resolution has been reviewed by CRA Counsel and approved as to form.

STAFF RECOMMENDATION: Community Redevelopment Agency staff recommends approval of CRA Resolution 16-01 authorizing the issuance of the Community Redevelopment Agency

Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016, based on the recommendation of the City's Finance Director as set forth in his memorandum of June 13, 2016.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Ed Fry, Finance Director for the City of Port St. Lucie, will provide a short presentation.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: CRA Resolution 16-01 including Exhibit A: Form of Purchase Contract, Exhibit B: Form of Preliminary Official Statement, Exhibit C: Form of Continuing Disclosure Agreement, and Exhibit D: Form of Escrow Deposit Agreement; Attachment "A": City Council Ordinance 16-30 Authorizing Issuance of CRA Refunding Bonds and accompanying memo.

*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.

ATTACHMENT “A”

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: 6/13/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

FROM: Edwin M. Fry, Jr., Finance Director/City Treasurer

Agenda Item: Ordinance: Ordinance 16-30 Authorizing the issuance of the Community Redevelopment Agency Refunding Bonds, Series 2016

Submittal Date: 6/2/2016

STRATEGIC PLAN LINK: Goal 1: Financially Sound City - Maintain a fiscally responsible level of debt.

BACKGROUND:

In 2004, the Community Redevelopment Agency (CRA) issued the Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2004 in the amount of $11,870,000. Proceeds of the bonds were used to make the following improvements in the CRA area:

- Lennard Road Widening – widening from 2 lanes to 4 lanes including sidewalks, lighting, landscape and irrigation.
- Jennings Road Widening – widening from 2 lanes to 4 lanes
- Hillmoor Drive Extension – a 2,050' extension to Lennard Road.
- Grand Drive Extension – a 4,330' extension to Jennings Road.
- Lennard Road Stormwater Improvements
- Hillmoor Drive Stormwater Improvements
- Grand Drive Stormwater Improvements
- Jennings Road Stormwater Improvements
- Construction of water transmission improvements: 2,930 of 8" pipes; 10,260 feet of 12" pipes; and construction of fire hydrants.
- Construction of sewer collection improvements: 3,670 feet of gravity sewer mains; and 1,900 feet of sewer force mains.

- Greenway improvements – 5 acres of plantings; 6,500 feet of trails and other recreation improvements.
- Village Square Improvements – construction of a 1acre park including band shell area and interactive play fountain.

In 2006, the CRA issued the Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2006 in the amount of $46,450,000. Proceeds of the bonds were used to fund the City Center Project which consists of the following:

- Acquisition of 4 parcels totaling 2.63 acres
- Payment for the Comprehensive Plan Amendment professional services costs
- Construction of 4 multilevel parking garages.
- Reconstruction of Walton Road from a 4 lane roadway to a 4 lane divided roadway with associated drainage from US1 to Village Green Drive.
- Reconstruction of Village Green Drive from a 2 two lane roadway to a 4 lane divided roadway with associated drainage from Walton Road south to Tiffany Boulevard.
- Civic Center - Construction of a 100,000 square foot multipurpose recreational/cultural meeting facility. The CRA will contribute approximately one-half of the cost of the Civic Center.
- Civic Plaza – construction of a 1.276 acre recreation area featuring a band shell, interactive play fountain, landscaping, hardscaping and lighting.

Principal and interest payments on the bonds are payable from TIF revenues and, if required, non-ad valorem revenues of the City (covenant to budget and appropriate - CBA).

ANALYSIS:

Finance Department staff and the City's Financial Advisor monitor the City's outstanding bonds to see if there are any opportunities to reduce the amount of outstanding debt and the annual principal and interest payments by refunding outstanding bonds. Prior to any recommendation to refund a bond issue, Finance staff makes sure that the refunding will meet the City's Debt Policy requirement of a debt service savings of at least 5% of the refunded bonds and a net present value savings of at least $400,000. Based on market rates as of June 1, 2016, the City's financial advisor estimates the City could achieve a 10.9% debt service savings and a net present value savings of $4.7 million by refunding all of the 2004 CRA Bonds and the 2006 CRA Bonds.

RECEIVED

JUN 06 2016

CITY MANAGER'S OFFICE

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the 2004 CRA Bonds is $5,670,000 and the outstanding principal balance of the 2006 CRA Bonds is $38,155,000. Proceeds from the sale of the Community Redevelopment Agency Refunding Bonds, Series 2016, will be used to 1) redeem all of the 2004 CRA Bonds, 2) deposit funds in an escrow account to redeem the 2006 CRA Bonds on January 1. 2017, and 3) pay expenses related to the issuance and sale of the Community Redevelopment Agency Refunding Bonds, Series 2016.

TIF revenues of the CRA have been insufficient to pay the operating costs of the CRA and the annual principal and interest on the CRA Bonds. Since the existing Bonds have a "Covenant to Budget and Appropriate" requirement, the City has used Parks MSTU and General Fund non-ad valorem revenues to help pay annual principal and interest on the CRA Bonds. Since the CRA Refunding Bonds will reduce the annual principal and interest by approximately $270,000 in FY 2016-2017 and $640,000 in FY 2017-2018, the support from the General Fund can be reduced by that amount.

LEGAL INFORMATION: Approved by Attorney Azlina Goldstein Siegel on 06/03/2016 as to form.

STAFF RECOMMENDATION: Staff recommends approval of Ordinance 16-30 authorizing the issuance of the Community Redevelopment Agency Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: n/a

PRESENTATION INFORMATION:

Assistant Finance Director Tom O'Reilly will provide a presentation for the Community Redevelopment Agency Refunding Bonds, Series 2016.

REQUESTED MEETING DATE: 6/13/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Ordinance 16-30

ORDINANCE 16-30

AN ORDINANCE AUTHORIZING THE ISSUANCE BY THE CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY OF NOT TO EXCEED $46,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT TRUST FUND REFUNDING REVENUE BONDS, SERIES 2016 IN ORDER TO REFUND ALL OR A PORTION OF THE AGENCY'S OUTSTANDING REDEVELOPMENT TRUST FUND REVENUE BONDS, SERIES 2004 AND REDEVELOPMENT TRUST FUND REVENUE BONDS, SERIES 2006 (CITY CENTER PROJECT), IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE AGENCY; AUTHORIZING THE PLEDGING OF THE HEREIN DESCRIBED PLEDGED FUNDS TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; AUTHORIZING CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; PROVIDING FOR A COVENANT TO BUDGET AND APPROPRIATE FROM THE CITY'S LEGALLY AVAILABLE NON-AD VALOREM REVENUES AMOUNTS NECESSARY FOR THE PAYMENT OF DEBT SERVICE ON SUCH BONDS TO THE EXTENT OTHER AMOUNTS PLEDGED THEREFOR ARE INSUFFICIENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie Community Redevelopment Agency (the "Agency") has previously issued its (1) City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), and (2) City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project) (the "Series 2006 Bonds") pursuant to Resolution No. CRA 03-04 adopted by the Agency on February 17, 2004, as amended and supplemented (the "Bond Resolution"), for the principal purpose of financing costs of various capital improvements within the Agency.

WHEREAS, the City deems it to be in its best interests of the Agency and the City to refund all or portion of the Series 2004 Bonds and the Series 2006 Bonds (collectively, the "Refunded Bonds") in order to achieve debt service savings.

WHEREAS, the most efficient and cost-effective method of refunding the Refunded Bonds is through the issuance by the Agency of the hereinafter defined Bonds secured by the Pledged Funds (as defined herein).

WHEREAS, the principal of, redemption premium, if any, and interest on the Bonds shall be secured by and payable from the Pledged Funds and the Bonds shall not constitute general obligations of the Agency or the City or a pledge of their faith and credit or taxing power, nor shall the owners of the Bonds have any lien or encumbrance on any property of

the City or the Agency, except the Pledged Funds in the manner and to the extent provided in the Bond Resolution.

WHEREAS, in order to further secure the Series 2004 Bonds and the Series 2006 Bonds, the City covenanted and agreed to budget and appropriate sufficient amounts from its Non-Ad Valorem Revenues (as defined in the Bond Resolution) in order to pay debt service on the Series 2004 Bonds and Series 2006 Bonds to the extent the other Pledged Funds were insufficient and the City deems it to be in the best interests of the Agency and the City to provide the same covenant to further secure the Bonds.

SECTION 1. DEFINITIONS. When used in this Ordinance, the following terms shall have the following meanings, unless some other meaning is plainly intended.

"Agency" shall mean the Port St. Lucie Community Redevelopment Agency, a community redevelopment agency established under the laws of the State of Florida.

"Bonds" shall mean the City of Port St. Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 issued by the Agency pursuant to this Ordinance and the Bond Resolution in one or more series.

"Bond Resolution" shall mean Resolution No. CRA 03-04 adopted by the Agency on February 17, 2004, as amended and supplemented.

"City" shall mean the City of Port St. Lucie, Florida, a municipal corporation established under the laws of the State of Florida.

"Computation Period" shall mean (i) the period of 12 consecutive months out of the 24 months or (ii) the complete Fiscal Year immediately preceding the date of issuance of the proposed Senior Lien CB&A Obligations.

"Council" shall mean the City Council of the City.

"Enterprise Fund Revenues" shall mean all revenues received by the City from the operation of (i) its water and wastewater utility system, (ii) its stormwater utility system, and (iii) its building department.

"Essential Services Expenses" shall mean services necessary for the conducting of the public safety and general governmental operations of the City during the Computation Period, as shown in the City's Consolidated Annual Financial Report.

"Fiscal Year" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Funds and Accounts" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Maximum Annual Debt Service Requirement" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Net Tax Increment Revenues" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Non-Ad Valorem Revenues" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Non-Enterprise Non-Ad Valorem Revenues" shall mean all Non-Ad Valorem Revenues received during the Computation Period (i) without regard to any restriction upon the use of such Non-Ad Valorem Revenues or any existing or future liens on such Non-Ad Valorem Revenues and (ii) excluding Enterprise Fund Revenues.

"Proposed CB&A Debt Service" shall mean the maximum amount that is due and payable in any Fiscal Year for principal and interest on the Senior Lien CB&A Obligations proposed to be issued.

"Ordinance" shall mean this Ordinance adopted by the Council on the date hereof, as it may be amended and supplemented from time to time.

"Pledged Funds" shall mean, collectively, Trust Fund Revenues and, except for moneys, securities and instruments in the Rebate Account, all moneys, securities and instruments held in the Funds and Accounts established by the Bond Resolution.

"Rebate Account" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Redevelopment Trust Fund" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Reserve Account" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Refunded Bonds" shall mean that portion of the Series 2004 Bonds (as defined in the recitals herein) and Series 2006 Bonds (as defined in the recitals herein) which are refunded in connection with the issuance of the Bonds, all as determined in accordance with the provisions of the Bond Resolution.

"Senior Lien CB&A Obligations" shall mean obligations secured by (i) a direct pledge of Non-Enterprise Non-Ad Valorem Revenues annually budgeted, appropriated and deposited into a debt service fund pursuant to a covenant to budget an appropriate, or (ii) a covenant to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues and excludes obligations as to which the covenant to budget and appropriate Non-Enterprise

Non-Ad Valorem Revenues (a) either (1) supplements some other primary source of security or (2) relates to payments into a debt service reserve account or reimbursement under a debt service reserve fund surety policy reimbursement agreement, or (b) is expressly junior and subordinate to other covenants to budget and appropriate from Non-Enterprise Non-Ad Valorem Revenues, provided that the debt service coverage, without reference to the covenant to budget and appropriate referred to herein, on the obligations described in this clause (b) is at least 1.1x for the most recent Fiscal Year, otherwise the exclusion shall not apply for purposes of this definition.

"Senior Lien Direct Pledge Obligations" shall mean obligations secured by a senior lien on and pledge of all or any specific source of Non-Enterprise Non-Ad Valorem Revenues.

"Senior Lien Non-Enterprise Non-Ad Valorem Revenue Obligations" shall mean Senior Lien Direct Pledge Obligations and Senior Lien CB&A Obligations.

"Total Non-Enterprise Fund Revenues" shall mean all revenues received by the City during the Computation Period, excluding Enterprise Fund Revenues.

"Supplemental Revenue Account" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Supplemental Revenues" shall have the meaning ascribed thereto in the Bond Resolution, as the same may be modified in accordance with the Bond Resolution.

"Trust Fund Revenues" shall mean, collectively, (i) Net Tax Increment Revenues, (ii) Supplemental Revenues, for so long as the city is required to deposit Supplemental Revenues in the Supplemental Revenue Account under the provisions of the Bond Resolution and (iii) all investment earnings and income thereon.

The words "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms shall refer to this Ordinance.

Words importing the singular number include the plural number, and vice versa.

SECTION 2. AUTHORIZING THE REFUNDING OF THE REFUNDED BONDS. The Council hereby authorizes and approves the refunding of the Refunded Bonds in order to achieve debt service savings in accordance with the provisions of the Bond Resolution.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued by the Agency in the aggregate principal amount of not exceeding $46,000,000. The title and designation of the Bonds may be modified by the Bond Resolution to reflect the actual terms of such Bonds. The Bonds shall be issued for the principal purposes of (A) refunding the Refunded Bonds, (B) funding a debt service

reserve, if necessary or desirable, (C) paying for any credit enhancement for the Bonds, and (D) paying costs and expenses of issuing the Bonds. The principal of, redemption premium, if any, and interest on the Bonds shall be secured by and payable from the Pledged Funds, as provided herein and in the Bond Resolution.

The Bonds shall be dated such date or dates, shall bear interest at such rate or rates, shall mature at such times and in such amounts as may be determined by the Bond Resolution, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions as may be determined by the Bond Resolution. The Council shall determine by the Bond Resolution the form of the Bonds, the manner of executing such Bonds, and shall fix the denomination or denominations of such Bonds, the place or places and dates of payment of the principal and interest, and such other terms and provisions of the Bonds as it deems appropriate. The Bonds may be issued as capital appreciation Bonds, current interest paying Bonds, variable rate Bonds, serial Bonds, term Bonds, taxable Bonds, tax-exempt Bonds or any combination thereof, as shall be determined by the Bond Resolution. In case any officer whose signature or a facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The Council may sell the Bonds in such manner and for such price as it may determine by the Bond Resolution to be in the best interests of the City. The Bonds may be further secured by any credit enhancement as the Council by the Bond Resolution deems appropriate.

The Bonds may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance or the Bond Resolution.

The proceeds of the Bonds shall be disbursed in such manner and under such restrictions, if any, as may be provided by the Bond Resolution.

The Obligations shall be secured by the Bond Resolution which may include, but without limitation, provisions as to the rights and remedies of the holders of the Obligations, the application of funds and such other matters as are customarily in such an instrument.

SECTION 4. COVENANT TO PAY NON-AD VALOREM REVENUES INTO REDEVELOPMENT TRUST FUND. The City hereby covenants to deposit into the Redevelopment Trust Fund, upon notice from or on behalf of the Agency as provided in the Bond Resolution, and at such time or times of each year (as required by the Bond Resolution) in which such request is made, Non-Ad Valorem Revenues budgeted and appropriated in accordance with Section 5 hereof in the amount equal to the difference between (i) the sum of (a) the interest on and principal of the Bonds coming due in such year plus (b) the amount required to fund the deficiency, if any, in the Reserve Account

established pursuant to the Bond Resolution and (ii) the Net Tax Increment Revenues deposited in the Redevelopment Trust Fund for such year.

SECTION 5. COVENANT TO BUDGET AND APPROPRIATE. As further security for the payment of the principal of and interest on the Bonds and the City's obligation to make the payments required under Section 4 hereof, the City hereby covenants and agrees to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget for each Fiscal Year, by amendment if necessary, legally available Non-Ad Valorem Revenues of the City in an amount which is sufficient when added together with the amounts on deposit in the Redevelopment Trust Fund, to pay all interest and principal payable on the Bonds in the then current Fiscal Year, plus an amount sufficient to satisfy the other payment obligations of the Agency under the Bond Resolution for the applicable Fiscal Year, including, without limitation, the obligations of the Agency to fund and cure deficiencies in the Reserve Account. Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues is cumulative, and shall continue until such legally available Non-Ad Valorem Revenues in amounts sufficient to make all required payments under the Bond Resolution as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the appropriate Funds and Accounts, under the Bond Resolution; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the City's legally available Non-Ad Valorem Revenues or other revenues, nor shall it preclude the City from pledging in the future any of its legally available Non-Ad Valorem Revenues or other revenues to other obligations (subject to the anti-dilution provisions hereinafter set forth in Section 6), nor shall it give the Bondholders a prior claim on the legally available Non-Ad Valorem Revenues. Anything herein to the contrary notwithstanding, all obligations of the City hereunder shall be secured only by the legally available Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into the Supplemental Revenue Account of the Redevelopment Trust Fund, as provided for herein. The City may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the City to budget, appropriate and make payments hereunder from its legally available Non-Ad Valorem Revenues is subject to the availability of legally available Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an express lien on or pledge of such revenues and after paying all Essential Services Expenses. The City's covenant and agreement to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues for the purposes described in this Section 5 shall be referred to herein as the "Covenant." Moneys appropriated pursuant to this Section 5 shall be transferred to the Agency for deposit to the Supplemental Revenue Account established under the Bond Resolution, at the times and in the amounts required by the Bond Resolution.

SECTION 6. ANTI-DILUTION TEST. The City will not in any Fiscal Year while any of the Bonds are outstanding under the Bond Resolution, issue any Senior Lien CB&A

Obligations unless for the Computation Period, (i) the total Non-Enterprise Non-Ad Valorem Revenues, less (ii) the product of (A) Non-Enterprise Non-Ad Valorem Revenues divided by Total Non-Enterprise Fund Revenues, times (B) Essential Services Expenses, less (iii) current interest and principal payments on Senior Lien Non-Enterprise Non-Ad Valorem Revenue Obligations equals or exceeds one hundred ten percent (110%) of Proposed CB&A Debt Service.

SECTION 7. DISCONTINUANCE OF DEPOSIT INTO REDEVELOPMENT TRUST FUND. Notwithstanding anything to the contrary contained in this Ordinance, the City shall not continue to be obligated to pay Non-Ad Valorem Revenues to the Agency for deposit to the Supplemental Revenue Account of the Redevelopment Trust Fund and the Covenant set forth in Section 5 hereof and the anti-dilution test set forth in Section 6 hereof as they relate to the Bonds shall be released and extinguished (subject to reinstatement as hereinafter provided) upon the happening of the following events and conditions (the "Covenant Release"):

(A) the Tax Increment Revenues remaining after payment or provision for payment of the operating expenses of the Agency for each of any two (2) consecutive Fiscal Years of the Agency, as certified by the Finance Director/City Treasurer of the City, shall have been at least equal to one hundred fifty percent (150%) of the Maximum Annual Debt Service Requirement on the Bonds;

(B) written evidence shall have been received by the Agency (with copies furnished by the Agency to the City, the issuer of any municipal bond insurance policy in respect of the Bonds and the issuer of any debt service reserve account insurance policy deposited to the Reserve Account) that either (i) the issuers of such policies have consented to the Covenant Release or (ii) the underlying ratings assigned or to be assigned to the Bonds by Moody's Investors Service, Inc., Fitch Ratings and Standard & Poor's Ratings Service ("S&P") (to the extent any of such agencies then maintain ratings with respect to the Bonds) immediately after the Covenant Release are not lower than the ratings assigned to the Bonds immediately before the Covenant Release; and

(C) the Agency shall have caused notice of the Covenant Release to be mailed to the registered owners of the Bonds, to each rating agency maintaining a rating on the Bonds, the issuer of any municipal bond insurance policy in respect of the Bonds and the issuer of any debt service reserve account insurance policy deposited to the Reserve Account.

The foregoing provisions of this Section 7 notwithstanding, if the Tax Increment Revenues in any Fiscal Year after the Covenant Release, as set forth in the annual audit of the Agency, fail to satisfy the coverage percentage set forth in paragraph (A) above, then the Covenant and the anti-dilution test shall be deemed to be reinstated as of the first day of the Fiscal Year immediately following the Fiscal Year to which such annual audit relates and shall thereafter remain in effect until such time as the conditions set forth in paragraphs

(A) through (C) above have again been satisfied, at which time the Covenant and the anti-dilution test shall again be deemed to be released; provide that the Covenant and the anti-dilution test shall thereafter from time to time be subject to reinstatement and release as hereinbefore provided.

SECTION 8. APPROVAL OF ISSUANCE OF BONDS BY THE AGENCY. In accordance with the requirements of all applicable laws, the issuance by the Agency of the Bonds, in the aggregate principal amount of not exceeding $46,000,000 under the provisions of the Bond Resolution, is hereby authorized and approved by the City.

SECTION 9. TAXING POWER NOT PLEDGED. The Bonds issued under the provisions of this Ordinance shall not be deemed to constitute a pledge of the faith and credit or taxing power of the City, but such Bonds shall be secured by and payable from the Pledged Funds in the manner provided herein and in the Bond Resolution, unless otherwise paid by such entity as shall provide credit enhancement on the Bonds, if any. The Bonds shall be on parity in all respects with the other obligations outstanding under the Bond Resolution, including any subsequently issued Additional Bonds (as defined in the Bond Resolution). The issuance of the Bonds under the provisions of this Ordinance shall not directly, indirectly or contingently obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Bond shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Bond or the interest thereon against any property of the City, nor shall the Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City except the Pledged Funds.

SECTION 10. TRUST FUNDS. The Pledged Funds received pursuant to the Bond Resolution and the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the Bond Resolution. The Pledged Funds upon receipt thereof by the City shall be subject to the lien and pledge of the holders of the Bonds and any entity providing credit enhancement for the Bonds.

SECTION 11. REMEDIES OF BONDHOLDERS. The holders of the Bonds, except to the extent the rights herein given may be restricted by the Bond Resolution, may, whether at law or in equity, by suit, action, mandamus or other proceeding, protect and enforce and compel the performance of all duties required hereby, or by such Bond Resolution, to be performed by the City.

SECTION 12. ALTERNATIVE METHOD. This Ordinance shall be deemed to provide an additional and alternative method for the doing of things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the health, safety and

welfare of the inhabitants and/or property owners of the City, shall be liberally construed to effect the purposes hereof.

SECTION 13. VALIDATION. To the extent deemed necessary or desirable by Bond Counsel, Nabors, Giblin & Nickerson, P.A., or by the City Attorney, the City Attorney is authorized to institute appropriate proceedings for validation of the Bonds pursuant to Chapter 75, Florida Statutes.

SECTION 14. GENERAL AUTHORITY. The members of the Council of the City and the officers, attorneys and other agents or employees of the City are hereby authorized to do all acts and things required of them by this Ordinance, or desirable or consistent with the requirements hereof for the full, punctual and complete performance of all the terms, covenants and agreements contained herein.

SECTION 15. SEVERABILITY. In the event that any portion or section of this Ordinance is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portions or sections of this Ordinance which shall remain in full force and effect.

SECTION 16. EFFECTIVE DATE. This Ordinance shall take effect immediately upon its adoption by the City Council of the City of Port St. Lucie, Florida.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this 27th day of June, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Interim City Attorney

RESOLUTION CRA 16-01

A RESOLUTION OF THE CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY AMENDING AND SUPPLEMENTING RESOLUTION NO. CRA 03-04 ADOPTED ON FEBRUARY 17, 2004, WHICH RESOLUTION NO. CRA 03-04 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE FROM TIME TO TIME OF REDEVELOPMENT TRUST FUND REVENUE BONDS; AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $46,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT TRUST FUND REFUNDING REVENUE BONDS, SERIES 2016, THE PROCEEDS OF WHICH WILL BE USED TO REFUND ALL OR A PORTION OF THE AGENCY'S OUTSTANDING REDEVELOPMENT TRUST FUND REVENUE BONDS, SERIES 2004 AND REDEVELOPMENT TRUST FUND REVENUE BONDS, SERIES 2006 (CITY CENTER PROJECT), IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE AGENCY; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF SUCH BONDS; AUTHORIZING A NEGOTIATED SALE OF SAID BONDS; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR FOR THE AUTHORIZATION, EXECUTION AND DELIVERY OF A BOND PURCHASE CONTRACT WITH RESPECT THERETO AND THE APPROVAL OF THE TERMS AND DETAILS OF SUCH BONDS; APPOINTING THE PAYING AGENT AND REGISTRAR FOR SAID BONDS; AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF AN ESCROW DEPOSIT AGREEMENT AND THE APPOINTMENT OF AN ESCROW AGENT THERETO; AUTHORIZING THE EXECUTION AND DELIVERY OF A CONTINUING DISCLOSURE AGREEMENT; DELEGATING CERTAIN AUTHORITY TO THE EXECUTIVE DIRECTOR WITH RESPECT TO DEBT SERVICE RESERVE AND MUNICIPAL BOND INSURANCE WITH RESPECT TO THE BONDS; MAKING CERTAIN AMENDMENTS TO RESOLUTION NO. CRA 03-04; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 17, 2004, the City of Port St. Lucie Community Redevelopment Agency (the "Issuer") adopted Resolution No. CRA 03-04 (the "Resolution"), authorizing the issuance, from time to time, of Bonds (as defined in the Resolution) payable from the Trust Fund Revenues (as defined in the Resolution) and other funds described in the Resolution.

WHEREAS, the Issuer previously issued its (1) Redevelopment Trust Fund Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), and (2) Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project) (the "Series 2006 Bonds") pursuant to the Resolution.

WHEREAS, the Issuer hereby deems it to be in its best interests to refund all or a portion of the outstanding Series 2004 Bonds and all or a portion of the outstanding Series 2006 Bonds in order to achieve debt service savings; the specific maturities (or portions thereof) of such Series 2004 Bonds and Series 2006 Bonds to be refunded will be determined by the Executive Director upon the advice of FirstSouthwest, a division of Hilltop Securities, Inc. (the "Financial Advisor"), in accordance with the provisions hereof and of the Resolution and shall be referred to herein collectively as the "Refunded Bonds."

WHEREAS, the Resolution provides for the issuance of Additional Parity Bonds (as defined in the Resolution), payable on parity with any Bonds outstanding under the Resolution, for the purpose of refunding the Refunded Bonds upon meeting certain requirements set forth in the Resolution.

WHEREAS, on June 27, 2016, the City of Port St. Lucie, Florida (the "City") duly adopted Ordinance 16-30 (the "Ordinance"), which, among other things, authorizes the issuance of the City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") for the principal purpose of refunding the Refunded Bonds.

WHEREAS, the Issuer deems it to be in its best interest to issue the Series 2016 Bonds under the authority of the Ordinance and the Resolution, the proceeds of which will be used for the principal purpose of refunding the Refunded Bonds in order to achieve debt service savings for the Issuer.

WHEREAS, a portion of the proceeds derived from the sale of the Series 2016 Bonds, together with other legally available moneys of the Issuer, shall be deposited into a special escrow deposit trust fund to purchase Defeasance Obligations (as defined in the Indenture) which shall be sufficient, together with the investment earnings therefrom and a cash deposit, if any, to pay the Refunded Bonds as the same become due and payable or are redeemed prior to maturity, all as provided herein and in the Escrow Deposit Agreement defined in Section 12(B) hereof.

WHEREAS, due to the potential volatility of the market for tax-exempt obligations and the complexity of the transactions relating to the Series 2016 Bonds, it is in the best interest of the Issuer to sell the Series 2016 Bonds by a negotiated sale, allowing the Issuer to enter the market at the most advantageous time, rather than at a specified advertised date, thereby permitting the Issuer to obtain the best possible prices and interest rates for the Series 2016 Bonds.

WHEREAS, the Issuer anticipates receiving a favorable offer to purchase the Series 2016 Bonds from Wells Fargo Bank N.A. and Merrill Lynch, Pierce, Fenner & Smith Incorporated (the "Underwriters"), all within the parameters set forth herein.

WHEREAS, inasmuch as the Issuer desires to sell the Series 2016 Bonds at the most advantageous time and not wait for a scheduled meeting of the Board of the Issuer, so long as the herein described parameters are met, the Issuer hereby determines to delegate the award of the sale of the Series 2016 Bonds and certain other responsibilities to the Executive Director of the Issuer or, in his absence or unavailability, the City's Finance Director/City Treasurer, acting on behalf of the Issuer (the "Finance Director").

WHEREAS, the covenants, pledges and conditions in the Ordinance and the Resolution shall be applicable to the Series 2016 Bonds herein authorized and said Series 2016 Bonds shall be on a parity with and rank equally as to the lien on and source and security for payment from the Pledged Funds (as defined in the Resolution) and in all other respects with any Bonds outstanding under the Resolution and any subsequently issued Additional Parity Bonds in the manner and to the extent provided herein and in the Resolution and shall constitute "Bonds" within the meaning of the Resolution.

WHEREAS, the Issuer is current in all deposits into the various funds, accounts and subaccounts established by the Resolution and all payments required by the Resolution to have been deposited or made by the Issuer under the provisions of the Resolution have been made and the Issuer is currently in compliance with all of the covenants and agreements of the Resolution and is not in default under the Resolution.

WHEREAS, the Series 2016 Bonds shall not be or constitute general obligations or indebtedness of the Issuer as "bonds" within the meaning of any constitutional or statutory provision, but shall be special obligations of the Issuer, payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided herein and in the Resolution. No Holder of any Series 2016 Bond shall ever have the right to compel the exercise of any ad valorem taxing power to pay such Series 2016 Bond, or be entitled to payment of such Series 2016 Bond from any moneys of the Issuer except from the Pledged Funds in the manner and to the extent provided herein and in the Resolution.

WHEREAS, the Resolution provides that the Series 2016 Bonds shall mature on such dates and in such amounts, shall bear such rates of interest, shall be payable in such places and shall be subject to such redemption provisions as may be determined by a supplemental resolution adopted by the Issuer; and it is now appropriate to establish the parameters and a mechanism to determine such terms and details.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF THE CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY:

SECTION 1. DEFINITIONS. When used in this supplemental resolution, the terms defined in the Resolution shall have the meanings therein stated, except as such definitions may be hereinafter amended and defined.

SECTION 2. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED BONDS. The Issuer does hereby authorize the refunding of the Refunded Bonds in accordance with the terms of the Ordinance, the Resolution and this supplemental resolution, in order to achieve debt service savings for the Issuer.

SECTION 3. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This supplemental resolution is adopted pursuant to the provisions of the Act and the Ordinance.

SECTION 4. DESCRIPTION OF THE SERIES 2016 BONDS. Pursuant to the authority of the Ordinance and the Resolution, the Issuer hereby determines to issue a series of Bonds in the aggregate principal amount of not exceeding $46,000,000, to be known as the "City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016," for the principal purposes of refunding the Refunded Bonds and paying costs of issuance with respect to the Series 2016 Bonds. The aggregate principal amount of Series 2016 Bonds to be issued pursuant to this supplemental resolution and the Resolution shall be determined by the Executive Director provided such aggregate principal amount does not exceed $46,000,000. The Series 2016 Bonds shall be dated as of their date of delivery (or such other date(s) as shall be determined by the Executive Director), shall be issued in the form of fully registered Bonds, in the denomination of $5,000 principal amount or any integral multiple thereof, shall be numbered consecutively from one upward in order of maturity preceded by the letter "R" and shall bear interest from their date of delivery (or such other date as shall be determined by the Executive Director) payable semi-annually on each July 1 and January 1 (each an "Interest Date"), commencing on January 1, 2017.

The Series 2016 Bonds shall bear interest at such rates and yields, shall mature on January 1 of each of the years and in the principal amounts corresponding to such years, and shall have such redemption provisions as determined by the Executive Director, subject to the conditions set forth in Section 5 hereof. All of the terms of the Series 2016 Bonds will be included in the Bond Purchase Contract which shall be in substantially the form attached hereto and made a part hereof as Exhibit A (the "Purchase Contract"). The Executive Director is hereby authorized to execute, and the City Clerk is hereby authorized to attest and affix the official seal of the Issuer to, the Purchase Contract in substantially the form attached hereto as Exhibit A with such modifications as the Executive Director deems appropriate upon satisfaction of the conditions described in Section 5 hereof.

Interest on the Series 2016 Bonds will be payable by check or draft of U.S. Bank National Association, as the initial Registrar and Paying Agent, made payable to and mailed to the Holders, as shown on the registration books of the Issuer on the fifteenth day of the calendar month next preceding each Interest Date. At the request of any Holder, such interest payments may be made by the Paying Agent by wire transfer to such Holder. Principal of the Series 2016 Bonds are payable to the Holders upon presentation, when due, at the designated corporate trust office of U.S. Bank National Association, as the initial Paying Agent.

SECTION 5. CONDITIONS TO EXECUTION OF PURCHASE CONTRACT. The Purchase Contract shall not be executed by the Executive Director until such time as all of the following conditions have been satisfied:

(A) Receipt by the Executive Director of a written offer to purchase the Series 2016 Bonds by the Underwriters substantially in the form of the Purchase Contract attached hereto as Exhibit A, said offer to provide for, among other things, (i) not exceeding $46,000,000 aggregate principal amount of the Series 2016 Bonds, (ii) an underwriting discount (including management fee and expenses) for the Series 2016 Bonds not in excess of 0.40% of the principal amount of the Series 2016 Bonds, (iii) a true interest cost for the Series 2016 Bonds of not more than 3.10%, as determined by the Financial Advisor, (iv) net present value savings with respect to the refunding of the Refunded Bonds of no less than 5.00% of the aggregate principal amount of the Refunded Bonds, and (v) the maturities of the Series 2016 Bonds, with the final maturity being not later than January 1, 2026.

(B) Receipt by the Executive Director of a disclosure statement and a truth-in-bonding statement of the Underwriters dated the date of the Purchase Contract and complying with Section 218.385, Florida Statutes.

(C) Receipt by the Executive Director of a good faith deposit from the Underwriters in an amount not less than one percent (1.00%) of the preliminary principal amount of the Series 2016 Bonds set forth on the cover of the herein described Preliminary Official Statement.

(D) The Executive Director shall have determined, upon the advice of the Financial Advisor, whether any of the Series 2016 Bonds shall be Term Bonds.

(E) The Executive Director shall have determined, upon the advice of the Financial Advisor, whether any of the Series 2016 Bonds will be insured by the Bond Insurance Policy described in Section 14(A) hereof.

(F) The Executive Director shall have determined, upon the advice of the Financial Advisor, the Reserve Requirement for the Series 2016 Bonds which Reserve Requirement may be $0.00. If the Reserve Requirement is determined by the Executive

Director to be greater than $0.00, the Executive Director shall determine, upon the advice of the Financial Advisor, whether to fund a subaccount within the Reserve Account with cash or a Reserve Fund Insurance Policy described in Section 14(B) hereof.

(G) The Executive Director shall have determined, upon the advice of the Financial Advisor, which specific maturities of the Series 2004 Bonds and the Series 2006 Bonds (or portions thereof) shall be refunded in connection with the issuance of the Series 2016 Bonds and only the maturities (and portions, if any) thereof so determined by the Executive Director shall constitute "Refunded Bonds" hereunder.

Upon satisfaction of all the requirements set forth in this Section 5, the Executive Director is authorized to execute and deliver the Purchase Contract containing terms complying with the provisions of this Section 5 and the Series 2016 Bonds shall be sold to the Underwriters pursuant to the provisions of such Purchase Contract. The Executive Director may rely upon the advice of the Financial Advisor regarding satisfaction of the conditions set forth in this Section 5. To the extent the Executive Director is unavailable to execute the Purchase Contract, the Finance Director is hereby authorized to execute the Purchase Contract so long as all of the foregoing conditions have been met.

SECTION 6. REDEMPTION PROVISIONS. The Series 2016 Bonds may not be optionally redeemed prior to their maturities. Term Bonds may be established with such Amortization Requirements as the Executive Director deems appropriate upon the advice of the Financial Advisor. The mandatory redemption provisions for the Series 2016 Bonds, if any, shall be set forth in the Purchase Contract.

SECTION 7. BOOK-ENTRY. Notwithstanding the provisions set forth in Section 204 of the Resolution, the Series 2016 Bonds shall be initially issued in the form of a separate single certificated fully registered Series 2016 Bond for each of the maturities of the Series 2016 Bonds. Upon initial issuance, the ownership of each such Series 2016 Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"). As long as the Series 2016 Bonds shall be registered in the name of Cede & Co., all payments of principal on the Series 2016 Bonds shall be made by the Paying Agent by check or draft or by bank wire transfer to Cede & Co., as Holder of the Series 2016 Bonds.

With respect to Series 2016 Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation to any participant in the DTC book-entry program (a "Participant") or to any indirect participant. Without limiting the immediately preceding sentence, the Issuer, the Registrar and the Paying Agent shall have no responsibility or obligation with respect to (A) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest on the Series 2016 Bonds, (B) the delivery to any Participant or any other Person other than a Series 2016 Bondholder, as shown in the registration books kept by the Registrar, of any

notice with respect to the Series 2016 Bonds, or (C) the payment to any Participant or any other Person, other than a Series 2016 Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal or interest on the Series 2016 Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the Person in whose name each Series 2016 Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Series 2016 Bond for the purpose of payment of principal or interest with respect to such Series 2016 Bond and other matters with respect to such Series 2016 Bond, for the purpose of registering transfers with respect to such Series 2016 Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal or interest on the Series 2016 Bonds only to or upon the order of the respective Holders, as shown in the registration books kept by the Registrar, or their respective attorneys duly authorized in writing, as provided herein and all such payments shall be valid and effective to fully satisfy and discharge the Issuer's obligations with respect to payment of principal or interest on the Series 2016 Bonds to the extent of the sum or sums so paid. No Person other than a Holder, as shown in the registration books kept by the Registrar, shall receive a certificated Series 2016 Bond evidencing the obligation of the Issuer to make payments of principal pursuant to the provisions hereof. Upon delivery by DTC to the Issuer of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co. the words "Cede & Co." in the Resolution shall refer to such new nominee of DTC; and upon receipt of such notice, the Issuer shall promptly deliver a copy of the same to the Registrar and the Paying Agent.

Upon (A) receipt by the Issuer of written notice from DTC (i) to the effect that a continuation of the requirement that all of the Outstanding Series 2016 Bonds be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, is not in the best interest of the beneficial owners of the Series 2016 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository willing to undertake the functions of DTC hereunder can be found which is willing and able to undertake such functions upon reasonable and customary terms, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer and compliance by the Issuer with all applicable policies and procedures of DTC regarding discontinuing of the book entry registration system, the Series 2016 Bonds shall no longer be restricted to being registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names Holders shall designate, in accordance with the provisions hereof. In such event, the Issuer shall issue and the Registrar shall authenticate, transfer and exchange Series 2016 Bonds consistent with the terms hereof, in denominations of $5,000 or any integral multiple thereof to the Holders thereof. The foregoing notwithstanding, until such time as participation in the book-entry only system is discontinued, the provisions set forth in the Blanket Letter of Representations previously executed by the Issuer and delivered to DTC shall apply to the payment of principal and interest on the Series 2016 Bonds.

SECTION 8. APPLICATION OF SERIES 2016 BOND PROCEEDS; TRANSFER OF CERTAIN FUNDS. (A) The proceeds derived from the sale of the Series 2016 Bonds shall be applied by the Issuer simultaneously with the delivery thereof as follows:

(i) A sufficient amount of Series 2016 Bond proceeds, together with any other legally available moneys of the Issuer, shall be deposited irrevocably in trust in an escrow deposit trust fund established under the terms and provisions of the hereinafter defined Escrow Deposit Agreement and, other than a cash deposit, shall be invested in Defeasance Obligations in the manner set forth in the Escrow Deposit Agreement, which investments shall mature at such times and in such amounts as shall be sufficient, together with such cash deposit, to pay the principal of, premium, if applicable, and interest on the Refunded Bonds as the same mature or are redeemed on their respective redemption dates.

(ii) If the Executive Director determines that any of the Series 2016 Bonds will be insured by the Bond Insurance Policy described in Section 14(A) hereof, a sufficient amount of the Series 2016 Bond proceeds will be applied to the payment of the premium for such Bond Insurance Policy.

(iii) If the Executive Director determines that the Reserve Requirement for the Series 2016 Bonds is greater than $0.00, then a sufficient amount of the Series 2016 Bond proceeds will either be deposited to a subaccount within the Reserve Account for the Series 2016 Bonds for the benefit of the Series 2016 Bonds or applied to the payment of the premium for a Reserve Fund Insurance Policy described in Section 14(B) hereof.

(iv) The remaining proceeds of the Series 2016 Bonds shall be applied to pay costs of issuance of the Series 2016 Bonds and, to the extent any proceeds are remaining after paying all costs and expenses, such excess shall be used to pay interest on the Series 2016 Bonds on the next Interest Date.

(B) Any excess moneys on deposit in the funds or accounts established pursuant to the Resolution that are allocated to the Refunded Bonds not required by the terms of the Resolution to be on deposit therein upon the issuance of the Series 2016 Bonds shall be transferred to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement.

SECTION 9. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the use and distribution of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit B, by the Underwriters for the purpose of offering the Series 2016 Bonds for sale with such changes, modifications and insertions as the Executive Director may determine. The Executive Director and the Finance Director are each hereby authorized to execute a certificate deeming the

Preliminary Official Statement "final" in accordance with paragraph (b)(1) of SEC Rule 15c2-12 and the applicable rules developed by the Municipal Securities Rulemaking Board. Execution by the Executive Director or the Finance Director of a certificate deeming the Preliminary Official Statement "final" as described above shall be conclusive evidence of the approval of any insertions, changes or modifications.

SECTION 10. OFFICIAL STATEMENT. Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, the Executive Director and the Finance Director are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the Purchase Contract, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with the pricing terms of the Series 2016 Bonds included therein and with such other changes, amendments, modifications, omissions and additions as may be approved by the Executive Director and the Finance Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the Executive Director and the Finance Director, and the information contained therein are hereby authorized to be used in connection with the sale of the Series 2016 Bonds to the public. Execution by the Executive Director and the Finance Director of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 11. SECONDARY MARKET DISCLOSURE. Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of Rule 15c2-12 of the Security and Exchange Commission (the "Rule"), it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement (the "Disclosure Agreement") to be executed by the Issuer and dated the date of delivery of the Series 2016 Bonds, as it may be amended from time to time in accordance with the terms thereof. The Disclosure Agreement shall be substantially in the form attached hereto as Exhibit C with such changes, amendments, modifications, omissions and additions as shall be approved by the Executive Director who is hereby authorized to execute and deliver such Disclosure Agreement. The City Clerk is authorized and directed to attest and affix the seal to the Disclosure Agreement. Notwithstanding any other provision of the Resolution, failure of the Issuer to comply with such Disclosure Agreement shall not be considered an event of default hereunder or under the Resolution; provided, however, any Series 2016 Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Section 11 and the Disclosure Agreement. For purposes of this Section 11 "Series 2016 Bondholder" shall mean any person who (A) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2016 Bonds (including persons holding Series 2016 Bonds through nominees, depositories or other

intermediaries), or (B) is treated as the owner of any Series 2016 Bonds for federal income tax purposes.

SECTION 12. APPOINTMENT OF PAYING AGENT AND REGISTRAR; EXECUTION OF ESCROW DEPOSIT AGREEMENT. (A) Subject to the satisfaction in all respects of the conditions set forth in Section 5 hereof, U.S. Bank National Association, Orlando, Florida, is hereby designated as the initial Registrar and Paying Agent for the Series 2016 Bonds. The Executive Director and the City Clerk are hereby authorized to enter into any agreement which is prepared by Bond Counsel which may be necessary to effect the transactions contemplated by this Section 12(A) and by the Resolution.

(B) Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, the Issuer hereby authorizes the Executive Director to execute and the City Clerk to attest the Escrow Deposit Agreement and to deliver the Escrow Deposit Agreement to U.S. Bank National Association, Orlando, Florida, which is hereby appointed as Escrow Agent thereunder. All of the provisions of the Escrow Deposit Agreement when executed and delivered by the Issuer as authorized herein and when duly authorized, executed and delivered by the Escrow Agent, shall be deemed to be a part of this supplemental resolution as fully and to the same extent as if incorporated verbatim herein, and the Escrow Deposit Agreement shall be in substantially the form attached hereto as Exhibit D, with such changes, amendments, modifications, omissions and additions, including the date of such Escrow Deposit Agreement, as may be approved by the Executive Director. Execution by the Executive Director of the Escrow Deposit Agreement shall be deemed to be conclusive evidence of the approval of such changes. The Escrow Agent, the Financial Advisor and Bond Counsel are authorized to take such action as is necessary to procure the United States Obligations.

SECTION 13. AMENDMENTS TO RESOLUTION. (A) The definition of "Reserve Account Credit Facility" set forth in Section 101 of the Resolution is hereby amended in its entirety to read as follows:

> "Reserve Account Credit Facility" shall mean the insurance policy, surety bond, other evidence of insurance, letter of credit or line of credit, if any, deposited to the credit of the Reserve Account pursuant to the provisions of Section 304(d)(2) hereof, which insurance policy, surety bond, other evidence of insurance, letter of credit or line of credit constitutes an unconditional obligation of the issuer thereof. The issuer of any Reserve Account Credit Facility shall be a municipal bond insurer or a banking association, bank or trust company, as applicable, whose Reserve Account Credit Facility insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories by at least one of Moody's Investors

Service, Inc., Fitch Inc. and Standard & Poor's Ratings Services (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3").

(B) The definition of "Reserve Requirement" set forth in Section 101 of the Resolution is hereby amended by replacing each and every reference to "Series 2004 Bonds" with "Bonds" and including the following clause at the end of such definition:

> ", or (iv) such other amount as is determined with respect to a series of Bonds pursuant to the provisions of a supplemental resolution authorizing the issuance of such series of Bonds."

Notwithstanding the foregoing, such amendment shall not apply with respect to any Series 2004 Bonds or Series 2006 Bonds that are not refunded in connection with the issuance of the Series 2016 Bonds and the Reserve Requirement for any such Bonds shall be determined without giving effect to the amendment in this Section 13(B).

(C) Section 304(d)(2) is hereby amended by including the following paragraph at the end of such Section:

> "The Agency may also establish a separate subaccount in the Reserve Account for any series of Bonds and such subaccount shall be pledged to the payment of such series of Bonds apart from the pledge provided herein. To the extent a series of Bonds is secured separately by a subaccount of the Reserve Account, the holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Requirement applicable to such series of Bonds secured by the subaccount; provided the supplemental resolution authorizing such series of Bonds may establish the Reserve Requirement relating to such separate subaccount of the Reserve Account at such level as the Issuer deems appropriate. In the event the Agency by supplemental resolution establishes the Reserve Requirement for a particular series of Bonds to be zero (0.00) or it shall determine that such series are not to be secured in any manner by the Reserve Account or a subaccount therein, then it shall not be required to establish a separate subaccount; provided, however, such series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve Account and in the Reserve Account on a pro-rata basis. Notwithstanding the foregoing, the Agency may establish a subaccount within the Reserve Account that secures more than one series of Bonds and, accordingly, may establish a Reserve Requirement for all of such series of Bonds so secured by such subaccount."

(D) Sections 203, 304(g) and 304(h) of the Resolution are hereby amended by replacing each and every reference to "Series 2004 Bond" and "Series 2004 Bonds" with "Bond" and "Bonds," respectively.

The initial purchasers of the Series 2016 Bonds shall be deemed to have consented to all of the amendments contained in this Section 13 through their purchase of the Series 2016 Bonds. These amendments and the Series 2016 Bondholders deemed consent to them shall be disclosed in the Preliminary Official Statement and the Official Statement.

SECTION 14. MUNICIPAL BOND INSURANCE; RESERVE FUND INSURANCE. (A) If the Executive Director determines, upon the advice of the Financial Advisor, that all or any portion of the Series 2016 Bonds (the "Insured Series 2016 Bonds") will be insured by a municipal bond insurance policy, then the Executive Director, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either Assured Guaranty Municipal Corp. ("AGM") or Build America Mutual Assurance Company ("BAM") as the municipal bond insurer with respect to the Insured Series 2016 Bonds (the "Insurer") and a sufficient portion of the proceeds of the Series 2016 Bonds shall be applied to the payment of the premium for the Insurer's standard form of municipal bond insurance policy (the "Bond Insurance Policy") in accordance with the provisions of Section 8(A)(ii) hereof. The Executive Director is authorized and directed to execute, and the City Clerk is authorized to attest, any insurance agreement (the "Bond Insurance Agreement") that is necessary to incorporate the standard municipal bond insurance provisions required by the Insurer, such Bond Insurance Agreement to be subject to the approval of the Issuer's Bond Counsel and the Issuer's Counsel, such approval being evidenced by the Executive Director's execution thereof. Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, so long as the Bond Insurance Policy issued by the Insurer is in full force and effect and the Insurer has not defaulted in its payment obligations under the Bond Insurance Policy, the Issuer agrees to comply with the provisions of any Bond Insurance Agreement executed in accordance with this Section 14(A).

(B) If the Executive Director determines, upon the advice of the Financial Advisor, to utilize a debt service reserve fund insurance policy, then the Executive Director, upon the advice of the Financial Advisor and Bond Counsel to the Issuer, shall select either AGM or BAM (the "Reserve Policy Provider") as the provider of a debt service reserve fund insurance policy with respect to the Series 2016 Bonds and a sufficient portion of the proceeds of the Series 2016 Bonds shall be applied to the payment of the premium for the Reserve Policy Provider's standard form of debt service reserve fund insurance policy (the "Reserve Fund Insurance Policy") in accordance with the provisions of Section 8(A)(iii) hereof. The Executive Director is authorized and directed to execute, and the City Clerk is authorized to attest, any insurance agreement (the "Reserve Policy Agreement") that is necessary to incorporate the standard Reserve Fund Insurance Policy provisions required by the Reserve Policy Provider, such Reserve

Policy Agreement to be subject to the approval of the Issuer's Bond Counsel and the Issuer's Counsel, such approval being evidenced by the Executive Director's execution thereof. Subject in all respects to the satisfaction of the conditions set forth in Section 5 hereof, so long as the Reserve Fund Insurance Policy issued by the Reserve Policy Provider is in full force and effect and the Reserve Policy Provider has not defaulted in its payment obligations under the Reserve Fund Insurance Policy, the Issuer agrees to comply with the provisions of any Reserve Policy Agreement executed in accordance with this Section 14(B).

SECTION 15. GENERAL AUTHORITY. The Executive Director, the Chair, the members of the Board of the Issuer, the City Clerk, the Finance Director and the officers, attorneys and other agents or employees of the Issuer are hereby authorized to do all acts and things required of them by this supplemental resolution, the Resolution, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Reserve Policy Agreement, if any, the Bond Insurance Agreement, if any, or the Purchase Contract or desirable or consistent with the requirements hereof or the Resolution, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Reserve Policy Agreement, if any, the Bond Insurance Agreement, if any, or the Purchase Contract for the full punctual and complete performance of all the terms, covenants and agreements contained herein or in the Series 2016 Bonds, the Resolution, the Ordinance, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, the Reserve Policy Agreement, if any, the Bond Insurance Agreement, if any, and the Purchase Contract and each member, employee, attorney and officer of the Issuer, the Executive Director, the Chair, the City Clerk, the Finance Director is hereby authorized and directed to execute and deliver any and all papers and instruments and to be and cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated hereunder. To the extent the Executive Director is unable or unavailable to perform any obligation or duty hereunder, the Chair and the Finance Director are each authorized to act on his behalf. To the extent that the City Clerk is unable or unavailable to perform any obligation or duty hereunder, any Deputy or Assistant City Clerk is authorized to act on her behalf.

SECTION 16. SEVERABILITY AND INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the Series 2016 Bonds.

SECTION 17. RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 18. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED by the Board of the City of Port St. Lucie Community Redevelopment Agency this 27th day of June, 2016.

CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY

By: _____
Gregory J. Oravec, Chair

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim Agency Counsel

"A City for All Ages"

NOTICE OF PUBLIC MEETING
CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT AGENCY
CRA RESOLUTION 16-01

Notice is hereby given that the City of Port St. Lucie Community Redevelopment Agency (the "Agency") will hold a public meeting on Monday, June 27, 2016, at 6:00 p.m. or as soon thereafter as practicable, in the City of Port St. Lucie City Hall Council Chambers, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, to consider adoption of a resolution authorizing the issuance of not to exceed $46,000,000 in aggregate principal amount of City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Bonds"), under the authority of Chapter 163, Part III, Florida Statutes, and other applicable provisions of Florida law. The Bonds are being issued to refund certain outstanding bonds of the Agency in order to provide debt service savings for the Agency. The Bonds will be payable from the increment tax revenues derived by the Agency within the existing community redevelopment area of the City of Port St. Lucie (the "City") and, to the extent such increment tax revenues are insufficient, other legally available non-ad valorem revenues of the City. The Bonds shall not constitute a pledge of the general credit or taxing power of the City, the Agency, St. Lucie County, the State of Florida or any political subdivision or agency thereof. All persons who may be interested will be given an opportunity to be heard concerning the same at the public meeting. Written comments may also be submitted prior to the meeting to the City of Port St. Lucie Community Redevelopment Agency at 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Attention: Bridget Kean, Community Redevelopment Agency Director.

In accordance with the Americans with Disabilities Act of 1990, persons needing special accommodation to participate in this proceeding should contact the City Clerk's office at 772-871-5157 for assistance

By order of the City of Port St. Lucie Community Redevelopment Agency.

CITY OF PORT ST. LUCIE COMMUNITY
REDEVELOPMENT AGENCY

By: _____
Chair

EXHIBIT A

FORM OF PURCHASE CONTRACT

BOND PURCHASE CONTRACT

[_____], 2016

Honorable Chair and
Members of the City of Port St. Lucie
Community Redevelopment Agency
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, Florida 34984

Re: $[_____] City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds")

Ladies and Gentlemen:

Wells Fargo Bank, National Association (the "Senior Managing Underwriter"), acting on behalf of itself and in its capacity as agent for Merrill Lynch, Pierce, Fenner & Smith Incorporated (collectively, the "Underwriters") offer to enter into this Bond Purchase Contract (this "Purchase Contract") with the City of Port St. Lucie Community Redevelopment Agency (the "Agency"), which, upon the Agency's acceptance hereof, will be binding upon the Agency and upon the Underwriters. This offer is made subject to the Agency's acceptance by execution of this Purchase Contract and its delivery to the Underwriters on or before 6:00 P.M., Port St. Lucie, Florida time, on the date hereof. Terms not otherwise defined herein shall have the same meanings ascribed to them in the Bond Resolution and the Official Statement as each is described below.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants herein, the Underwriters hereby agree to purchase from the Agency for offering to the public, and the Agency hereby agrees to sell to the Underwriters for such purpose, all (but not less than all) of the aggregate principal amount of the $[_____] City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"). If any of the Series 2016 Bonds are purchased pursuant to this Purchase Contract, the Underwriters are obligated to purchase all of the Series 2016 Bonds. The aggregate purchase price of the Series 2016 Bonds (the "Purchase Price") shall be $[_____] (calculated as $[_____] face amount of the Series 2016 Bonds, [plus][less] a net original issue [premium][discount] of $[_____] and less Underwriter's discount of $[_____]. The Purchase Price shall be payable to the Agency on the Closing Date (as such term is hereinafter defined), by wire transfer of federal funds as provided in Paragraph 11 below.

2. The Series 2016 Bonds shall be issued pursuant to the Constitution and the laws of the State of Florida, including particularly Chapter 163, Part III, Florida Statutes, as amended (the "Redevelopment Act") and Ordinance No. 01-01 adopted on February 12, 2001 by the City Council of the City of Port St. Lucie, Florida (the "City Council"), and other applicable provisions of law (collectively, the "Act"), and Resolution No. CRA 03-04 adopted on February 17, 2004 by

the Agency (the "Original Resolution"), as same may be amended and supplemented from time to time, particularly as amended and supplemented by Resolution No. 16-01 adopted on June 27, 2016 (the "Board Resolution", together with the Original Resolution, the "Bond Resolution"), and pursuant to Ordinance No. 16-30 adopted on June 27, 2016 by the City Council, as same may be amended and supplemented from time to time.

3. The Series 2016 Bonds are being issued for the purpose of (i) refunding all or a portion of the Agency's Outstanding Redevelopment Trust Fund Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), and Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project)(the "Series 2006 Bonds", together with the Series 2004 Bonds, the "Refunded Bonds"), (ii) **[funding a Reserve Account, if necessary or desirable],** (iii) **[paying for credit enhancement for the Series 2016 Bonds, if any]** and (iv) paying costs and expenses of issuing the Series 2016 Bonds.

4. The Series 2016 Bonds are limited obligations of the Agency payable from and secured by an irrevocable lien on and pledge of the Pledged Funds, which Pledged Funds consist of, collectively, (i) Net Tax Increment Revenues, (ii) Supplemental Revenues, for so long as the City is required to deposit Supplemental Revenues in the Supplemental Revenue Account under the provisions of the Bond Resolution, (iii) all investment earnings and income thereon; and (iv) all moneys, securities and instruments held in certain funds established by the Bond Resolution.

5. The Series 2016 Bonds shall be more fully described in the Preliminary Official Statement, dated [_____], 2016, relating to the Series 2016 Bonds (the "Preliminary Official Statement"). Such Preliminary Official Statement, as amended to delete preliminary language and reflect the final terms of the Series 2016 Bonds, and with only such changes as shall be approved by the Agency and the Senior Managing Underwriter, is herein referred to as the "Official Statement". The Series 2016 Bonds shall mature, bear interest and be subject to redemption as set forth in Exhibit A attached hereto, and have all such other terms and provisions, as set forth in the Bond Resolution and as described in the Official Statement. If the Agency makes any such changes to the Official Statement that are not also approved by the Senior Managing Underwriter, and if such changes result in the Official Statement omitting material information or containing information that is materially misleading, then the Senior Managing Underwriter may, in its discretion, terminate this Purchase Contract.

6. The Agency hereby acknowledges receipt of a corporate check from the Senior Managing Underwriter in an amount equal to [_____] Dollars ($[_____]) (the "Good Faith Check"), as security for the performance by the Underwriters of its obligation to accept and pay for the Series 2016 Bonds on the Closing Date in accordance with the provisions of this Purchase Contract. The Agency shall hold the Good Faith Check uncashed, except under the circumstances hereinafter set forth. Upon Closing (as such term is hereinafter defined), or in the event the Agency fails to deliver the Series 2016 Bonds at the Closing thereof, or if the Agency shall be unable to satisfy the conditions to the obligations of the Underwriters contained in this Purchase Contract, or if such obligations shall be terminated for any reason permitted by this Purchase Contract, the Agency shall be obligated to immediately return the Good Faith Check uncashed to

the Senior Managing Underwriter. In the event the Underwriters fails (other than for a reason permitted under this Purchase Contract) to accept and pay for the Series 2016 Bonds on the Closing Date, the Good Faith Check shall be cashed by the Agency and the proceeds retained by the Agency as and for full liquidated damages for such failure, and not as a penalty, and for any and all defaults hereunder on the part of the Underwriters, and thereupon, all claims and rights hereunder against the Underwriters shall be fully released and discharged, it being understood by the Agency and the Underwriters that actual damages in such circumstances may be difficult or impossible to compute.

7. (a) Prior to the date hereof, the Agency has provided to the Underwriters for its review the Preliminary Official Statement that the Agency "deemed final" as contemplated in Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") as of its date. The Underwriters have reviewed the Preliminary Official Statement prior to the execution of this Purchase Contract. The Agency hereby confirms that the Preliminary Official Statement was "final" (as defined in the Rule) as of its date.

(b) The Agency shall deliver, or cause to be delivered, at its expense, to the Underwriters, within seven (7) business days after the date hereof or within such shorter period as may be requested by the Underwriters, and in no event later than required to enable the Underwriters to comply with its responsibilities under applicable rules of the Municipal Securities Rulemaking Board ("MSRB"): (i) sufficient copies of the Official Statement to enable the Underwriters to fulfill their obligations pursuant to the securities laws of the State of Florida and the United States, in form and substance satisfactory to the Underwriters, and (ii) an executed original counterpart or certified copy of the Official Statement at Closing. In determining whether the number of copies to be delivered by the Agency are reasonably necessary, at a minimum, the number shall be sufficient to enable the Underwriters to comply with the requirements of the Rule, all applicable rules of the MSRB, and to fulfill their duties and responsibilities under Florida and federal securities laws generally.

The Senior Managing Underwriter agrees to file the Official Statement with the Electronic Municipal Market Access system ("EMMA") (accompanied by a completed Form G-32) by the date of Closing. The filing of the Official Statement with EMMA shall be in accordance with the terms and conditions applicable to EMMA.

The Agency authorizes, or ratifies as the case may be, the use and distribution of the Official Statement in connection with the public offering and sale of the Series 2016 Bonds. The Underwriters agree that they will not confirm the sale of any Series 2016 Bonds unless the confirmation of sale requesting payment is accompanied or preceded by the delivery of a copy of the Official Statement. The Underwriters shall notify the Agency of the occurrence of the "end of the underwriting period", as such term is defined in the Rule, and of the passage of the date after which the Underwriters no longer remain obligated to deliver Official Statements pursuant to paragraph (b)(4) of the Rule.

(c) From the date hereof until the earlier of (i) ninety days from the "end of the underwriting period" (as defined in the Rule), or (ii) the time when the Official Statement is

available to any person from the MSRB (but in no case less than twenty-five (25) days following the end of the underwriting period), if any event occurs or a condition or circumstance exists which may make it necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances under which they were made, not misleading, the party discovering such event, condition or occurrence shall notify the other party and if, in the reasonable opinion of the Agency or the reasonable opinion of the Senior Managing Underwriter, such event requires the preparation and publication of an amendment or supplement to the Official Statement, the Agency, at their expense, promptly will prepare an appropriate amendment or supplement thereto, in a form and in a manner reasonably approved by the Senior Managing Underwriter (and file, or cause to be filed, the same with the MSRB, and mail such amendment or supplement to each record owner of the Series 2016 Bonds) so that the statements in the Official Statement, as so amended or supplemented, will not, in light of the circumstances under which they were made, be misleading. Each party will promptly notify the other parties of the occurrence of any event of which it has knowledge or the discovery of such conditions or circumstance, which, in its reasonable opinion, is an event described in the preceding sentence. Notwithstanding the foregoing, if prior to the Closing either the Agency or the Senior Managing Underwriter does not in good faith approve the form and manner of such supplement or amendment, the other may terminate this Purchase Contract. If subsequent to Closing the Agency determines that any event, condition or circumstance requires the publication of a supplement or amendment to the Official Statement, then the approval of the Senior Managing Underwriter shall not be required, although the Agency agrees to seek the approval of the Senior Managing Underwriter to such supplement or amendment, and the Senior Managing Underwriter shall use their reasonable best efforts to distribute the supplement or amendment with the Official Statement. The parties agree to cooperate in good faith with regard to the form and manner of the supplement or amendment to the Official Statement.

(d) The Underwriters agree to make a *bona fide* public offering of substantially all of the Series 2016 Bonds to the public at initial public offering prices not greater than (or yields not less than) the initial public offering prices (or yields) set forth in the Official Statement; provided, however, that the Underwriters reserves the right to make concessions to certain dealers, certain dealer banks and banks acting as agents and to change such initial public offering prices as the Underwriters shall deem necessary in connection with the marketing of the Series 2016 Bonds.

The Agency hereby authorizes the Underwriters to use the forms or copies of the Bond Resolution and the Official Statement and the information contained therein in connection with the public offering and sale of the Series 2016 Bonds and ratifies and confirms its authorization of the distribution and use by the Underwriters prior to the date hereof of the Official Statement in connection with such public offering and sale.

8. The Senior Managing Underwriter has been duly authorized to execute this Purchase Contract and has been duly authorized to act hereunder by and on behalf of the other Underwriters.

9. Delivered to the Agency herewith by the Senior Managing Underwriter is a disclosure statement of the Underwriters pursuant to Section 218.385, Florida Statutes, attached hereto as Exhibit B. The Agency, by its acceptance hereof, accepts such disclosure.

10. The Agency represents and warrants to the Underwriters that:

(a) At the time of the Agency's acceptance hereof and as of the date of delivery of the Series 2016 Bonds, the Official Statement does not and will not contain an untrue statement of material fact or omit to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representation is made with respect to the disclosure concerning **[the Insurer]** and The Depository Trust Company ("DTC").

(b) The Agency duly adopted the Bond Resolution in accordance with the Act; and the Agency had at the time of execution, and will have at the time of the Closing, full legal right, power and Agency to adopt the Bond Resolution, to enter into this Purchase Contract, the the Escrow Deposit Agreement (the "Escrow Deposit Agreement") between the Agency and U.S. Bank National Association (the "Escrow Agent"), the Continuing Disclosure Certificate related to the Series 2016 Bonds (the "Continuing Disclosure Certificate") **[and the Insurance Agreement between the Insurer and the Agency (the "Insurance Agreement")]**, to issue and deliver the Series 2016 Bonds to the Underwriters as provided herein, to refund the Refunded Bonds, to pledge the Pledged Funds as provided for in the Bond Resolution, and to otherwise carry out the transactions contemplated by this Purchase Contract, the Series 2016 Bonds, the Bond Resolution, the Escrow Deposit Agreement, **[and the Insurance Agreement]**. This Purchase Contract, the Escrow Deposit Agreement, the Continuing Disclosure Certificate, **[and the Insurance Agreement]** are referred to herein collectively as the "Agency Documents".

(c) Concurrently with or prior to the acceptance hereof, the Agency has (i) duly authorized and approved the execution and delivery of the Series 2016 Bonds and the Agency Documents, (ii) duly authorized and approved the Official Statement and the distribution thereof and has deemed the Preliminary Official Statement as of its date to be "final" for purposes of the Rule, (iii) pursuant to the Bond Resolution duly authorized and approved the sale of the Series 2016 Bonds to the Underwriters, (iv) duly authorized the refunding of the Refunded Bonds; and (v) duly authorized and approved the consummation by the Agency of all other transactions contemplated by the Official Statement and this Purchase Contract.

(d) As of the time of acceptance hereof and as of the Closing Date, except as otherwise disclosed in the Official Statement, the Agency is not and will not be in breach of or in default under any applicable law or administrative regulation of the State of Florida or the United States relating to the Agency or any applicable judgment or decree or any trust agreement, loan agreement, indenture, bond, note, resolution, ordinance, certificate, agreement or other instrument to which the Agency is a party or to which the Agency or its assets is otherwise subject, the consequence of which or the correction of which would materially and adversely affect the operations or financial condition of the Agency, or the collection or application of the Pledged Funds as provided by the Bond Resolution as of such dates; and, as of such times and except as disclosed in the Official Statement, the execution and delivery of the Agency Documents and the Series 2016 Bonds and the adoption of the Bond Resolution and compliance with the provisions of each such document do not and will not conflict with or constitute a breach of or default under any

applicable law or administrative regulation of the State of Florida or the United States or a breach of any applicable judgment, decree, trust agreement, loan agreement, indenture, bond, note, resolution, ordinance, agreement or other instrument to which the Agency is a party or to which the Agency or its assets is otherwise subject. The Agency has not, as of the date hereof or as of the Closing Date, failed to pay principal (and premium, if any) or interest when due on any of its outstanding indebtedness.

(e) On the Closing Date, all approvals, consents and orders of any governmental agency, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Agency of its obligations under the Agency Documents or the Bond Resolution with respect to the Series 2016 Bonds will have been duly obtained.

(f) To the best knowledge of the Agency, at the time of acceptance hereof and as of the Closing Date, the historical and projected data relating to the Tax Increment Revenues and Operating Expenses included in the Official Statement does and will present fairly the amount of Tax Increment Revenues available to pay Debt Service Requirements, as of the dates and for the periods therein set forth, and there are no material liabilities, contingent or otherwise, of the Agency that have not been disclosed in the Official Statement.

(g) Except as described in the Official Statement, there is no action, suit, proceeding, inquiry, or investigation at law or in equity before or by any court, public board or body pending or, to the knowledge of the Agency, threatened, against or affecting the Agency or to which the Agency is a party wherein an unfavorable decision, ruling or finding would (i) adversely affect the transactions contemplated hereby or by the Official Statement or the validity of the Series 2016 Bonds, the Agency Documents or any other material agreement or instrument to which the Agency is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Official Statement and the Bond Resolution, (ii) have a material adverse effect on the financial condition of the Agency or the Agency's right to collect and receive the Pledged Funds, or (iii) adversely affect the exclusion of interest on the Series 2016 Bonds from gross income for federal income tax purposes.

(h) Between the date of this Purchase Contract and the date of Closing, the Agency will not, without the prior written consent of the Senior Managing Underwriter, offer or issue any bonds, notes or other obligations for borrowed money relating to the Community Redevelopment Area or the Pledged Funds, and the Agency will not incur any material liabilities, direct or contingent, nor will there be any adverse change of a material nature in the financial position, results of operations or condition, financial or otherwise, of the Agency relating to the Community Redevelopment Area or the Pledged Funds other than (i) as contemplated by the Official Statement, or (ii) in the ordinary course of business.

(i) The Agency is, and will be at the date of Closing, a duly organized and validly existing legal entity and public body organized and existing under the laws of the State of Florida, with the powers and Agency set forth in the Act.

(j) The Agency has full legal right, power and Agency to: (i) enter into the Agency Documents, (ii) adopt the Bond Resolution, (iii) sell, issue, and deliver the Series 2016 Bonds to the Underwriters as provided herein, and (iv) carry out and consummate the transactions contemplated by the Agency Documents, the Bond Resolution and the Official Statement. The Agency has complied, and at the Closing will be in compliance, in all respects, with the terms of the Act and with the obligations on its part in connection with the issuance of the Series 2016 Bonds contained in the Series 2016 Bonds and the Agency Documents.

(k) When delivered to and paid for by the Underwriters at the Closing in accordance with the provisions of this Purchase Contract, the Series 2016 Bonds will have been duly authorized, executed, issued and delivered and will constitute valid and binding obligations of the Agency in conformity with the Act and the Bond Resolution, enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally and subject to general principles of equity as to enforceability.

(l) The adoption of the Bond Resolution and the authorization, execution and delivery of the Agency Documents and the Series 2016 Bonds, and compliance with the provisions hereof and thereof, will not conflict with, or constitute a breach of or default under any law, administrative regulation, consent decree, ordinance, resolution or any agreement or other instrument to which the Agency was or is subject, as the case may be, nor will such enactment, adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency, or under the terms of any law, administrative regulation, ordinance, resolution or instrument, except as expressly provided by the Bond Resolution.

(m) The Agency will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Series 2016 Bonds to be applied in a manner contrary to that provided for in the Bond Resolution and as described in the Official Statement.

(n) Other than as described in the Official Statement, since December 31, 1975, and at all times subsequent thereto up to and including the date of Closing, the Agency has not been and will not be in default with respect to payment of the principal of, or interest on, any bonds or other debt obligations that it has issued or will issue or that it has guaranteed or will guarantee (including bonds or other debt obligations for which it has served as a conduit issuer);

(o) The Agency has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Agency is a bond issuer whose arbitrage certifications may not be relied upon.

(p) Except as disclosed in the Official Statement, within the last five (5) years, the Agency has not failed to comply in all material respects with any continuing disclosure undertaking made by it pursuant to the Rule in connection with outstanding bond issues for which the Agency has agreed to undertake continuing disclosure obligations.

(q) No representation or warranty by the Agency in this Purchase Contract, nor any statement, certificate, document or exhibit furnished to or to be furnished by the Agency pursuant to this Purchase Contract or the Official Statement or in connection with the transactions contemplated hereby contains, or will contain on the Closing Date, any untrue statement of material fact or omits or will omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

11. At or before 1:00 p.m., New York time, on [_____], 2016, or at such other time or on such earlier or later business day as shall have been agreed upon by the Agency and the Senior Managing Underwriter (the "Closing" or the "Closing Date"), the Agency shall deliver, or cause to be delivered, subject to the terms and conditions hereof: (i) the Series 2016 Bonds, bearing proper CUSIP numbers, to the Senior Managing Underwriter, in definitive form, duly executed and authenticated by the Trustee, via the FAST system as described below, and (ii) the closing documents hereinafter mentioned. The Senior Managing Underwriter will accept such delivery and pay the Purchase Price as set forth in Paragraph 1 hereof by wire transfer of federal funds to the order of the Agency. The Series 2016 Bonds shall bear proper CUSIP numbers and shall be in typewritten form, with a single bond for each maturity and interest rate of the Series 2016 Bonds, each such bond to be in a principal amount equal to the principal amount thereof maturing on each such date. The Series 2016 Bonds shall be registered in the name of Cede & Co., as nominee of DTC, will be made available for inspection and checking by the Underwriters not later than 3:00 P.M., New York City time, on the business day prior to the Closing Date and will be delivered through the DTC FAST system.

The Underwriters' obligations hereunder to purchase and pay for the Series 2016 Bonds shall be subject to the performance by the Agency of its obligations to be performed hereunder at or prior to the Closing, and shall also be subject to the following conditions:

(a) The representations and warranties of the Agency contained herein shall be true, complete and correct in all material respects as of the date hereof and at the time of the Closing, as if made at the time of the Closing, the statements made in all certificates and other documents delivered to the Underwriters at the Closing shall be true, complete and correct as of the date of Closing and the Agency shall be in compliance with each of the agreements made by it in this Purchase Contract as of the date of Closing.

(b) At the time of the Closing (i) the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented after the date of this Purchase Contract except with the prior approval of the Senior Managing Underwriter; (ii) the Agency Documents shall have been duly executed and delivered by the Agency and the other parties thereto and shall not have been amended, modified or supplemented after the date of this Purchase Contract (other than to conform to the description contained in the Official Statement) except with the prior approval of the Senior Managing Underwriter; and (iii) the Agency shall perform or have performed all of its obligations required under or specified in this Purchase Contract and the other Agency Documents to be performed at or before the Closing.

(c) The Agency shall not be in default in the payment of principal or interest on any of its bonds, notes, or other debt obligations.

(d) The Senior Managing Underwriter shall have the right to terminate its obligations under this Purchase Contract by notification to the Agency if at any time after the date hereof and before the Closing:

(i) the marketability of the Series 2016 Bonds or the market price thereof, in the reasonable opinion of the Underwriters, has been adversely affected by any decision issued by a court of the United States (including the United States Tax Court) or of the State of Florida, by any ruling or regulation (final, temporary or proposed) or official statement issued by or on behalf of the Department of the Treasury of the United States, the Internal Revenue Service, or any other governmental agency of the United States, or any governmental agency of the State of Florida, or by a decision with respect to legislation reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or by legislation enacted by, or favorably proposed (whether by press release or otherwise) or reported to either the House of Representatives or the Senate of the Congress of the United States or either house of the Legislature of the State of Florida, or formally proposed to the Congress of the United States by the President of the United States or to the Legislature of the State of Florida by the Governor of the State of Florida in an executive communication, affecting directly or indirectly, prospectively or retroactively, the tax status of the Agency, its property or income, its bonds or obligations of a general character (including the Series 2016 Bonds) or the tax-exemption or the exclusion of interest on the Series 2016 Bonds from gross income for federal income tax purposes; or

(ii) there shall have occurred any new outbreak or escalation of hostilities, any declaration by the United States of war or any national or international calamity or crisis, the effect of such outbreak, escalation, declaration, calamity or crisis being such as would cause a major disruption in the municipal bonds market and as, in the reasonable judgment of the Underwriters, would make it impracticable or inadvisable for the Underwriters to market the Series 2016 Bonds or to enforce contracts for the sale of the Series 2016 Bonds; or

(iii) there shall have occurred a general suspension or cessation of trading on the New York Stock Exchange or in the market for obligations of Florida issuers or in identifiable segments of the market for bonds of the type proposed to be issued by the Agency; or minimum or maximum prices for trading shall have been fixed and be in force or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or other national securities exchanges, or the establishment of any new restrictions in transactions involving securities materially affecting the free market for securities (including the imposition of any limitations on interest rates) or the extension of credit by, or the charge to the net capital requirements of, Underwriters, whether established by the New York Stock Exchange or other national securities

exchange, the Securities and Exchange Commission, any other federal or state agency or the United States Congress or Executive Order; or

(iv) a general banking moratorium shall have been declared by Federal, New York or Florida authorities having jurisdiction and be in force; or

(v) prior to Closing, any of the rating agencies which have rated the Series 2016 Bonds shall inform the Agency or the Underwriters that the Series 2016 Bonds will be rated lower than the respective rating published in the Preliminary Official Statement or there shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change of credit watch status by any national rating service to any of the Agency's obligations; or

(vi) an order, decree or injunction of any court of competent jurisdiction, or order, ruling, regulation or official statement by the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Series 2016 Bonds or the issuance, offering or sale of the Series 2016 Bonds, including any underlying obligations, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws as amended and then in effect; or

(vii) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance, sale or delivery of the Series 2016 Bonds or in any way contesting or affecting any authority for or the validity of the Series 2016 Bonds, any of the proceedings of the Agency taken with respect to the issuance or sale thereof, the pledge or application of any moneys or securities provided for the payment of the Series 2016 Bonds or the existence or powers of the Agency; or

(viii) the President of the United States, the Office of Management and Budget, the Department of Treasury, the Internal Revenue Service or any other governmental body, department, agency or commission of the United States or the State of Florida shall take or propose to take any action or implement or propose regulations, rules or legislation which, in the reasonable judgment of the Underwriters, would make it impracticable or inadvisable to proceed with the offer, sale or delivery of the Series 2016 Bonds on the terms and in the manner contemplated in the Official Statement; or

(ix) there shall have occurred, after the signing hereof, either a financial crisis or a default with respect to the debt obligations of the Agency or any agency or political subdivision thereof or proceedings under the bankruptcy laws of the United States or the State of Florida shall have been instituted by the Agency or any agency or political subdivision, in either case the effect of which, in the reasonable judgment of the Underwriters, is such as to materially and adversely affect the market price or the marketability of the Series 2016 Bonds or the ability of the Underwriters to enforce contracts of the sale of the Series 2016 Bonds; or

(x) any event shall have occurred or fact shall exist which makes untrue or incorrect, as of its date, in any material respect, any material statement or information contained in the Official Statement or which is not reflected in the Official Statement, as the Official Statement may have been revised from time to time pursuant to Paragraph 7(c) hereof, but should be reflected therein in order to make such material statements and information contained therein not misleading as of such time, unless the Agency timely and appropriately supplements or amends the Official Statement pursuant to Paragraph 7(c) above.

(e) At or before the Closing, the Underwriters shall receive the following documents:

(1) The Official Statement, executed on behalf of the Agency;

(2) Certified copies of the Original Resolution and the Board Resolution;

(3) Original counterparts of the Agency Documents;

(4) A copy of the Letter of Representations with DTC;

(5) The approving opinion of Bond Counsel, as to the Series 2016 Bonds, dated the Closing Date, substantially in the form attached to the Official Statement together with a letter of Bond Counsel addressed to the Underwriters, and dated the Closing Date, to the effect that such bond approving opinion may be relied upon by the Underwriters to the same extent as if such opinion were addressed to the Underwriters;

(6) A supplemental opinion of Bond Counsel, dated the Closing Date, addressed to the Underwriters, and dated the Closing Date, to the effect that, (i) the statements contained in the Official Statement under the captions "INTRODUCTION", "PUROSE OF THE SERIES 2016 BONDS – Plan of Refunding", "THE SERIES 2016 BONDS" (except for the information relating to DTC and its book-entry system of registration, as to which no view need be expressed), "SECURITY AND SOURCES OF PAYMENTS", and "TAX MATTERS", insofar as such information purports to summarize portions of the Indenture, the Series 2016 Bonds, Federal law and laws of the State of Florida, constitutes a fair summary of the information purported to be summarized therein, (ii) the Series 2016 Bonds are exempt from registration under the Securities Act of 1933, as amended, and (iii) to the effect that, in reliance on schedules provided by the Underwriters, as verified by Robert Thomas CPA, LLC (the "Verification Agent"), the Refunded Bonds have been legally defeased;

(7) An opinion of counsel to the Agency, dated the date of Closing and addressed to the Underwriters, to the effect that:

(A) the Agency is a legal entity and public body of the State of Florida, duly organized and validly existing, and has full legal right, power and Agency to adopt the Bond Resolution and to authorize, execute and deliver and to perform its obligations under the Agency Documents,

(B) the Agency has duly adopted the Bond Resolution, and has duly authorized, executed and delivered each of the Agency Documents, and assuming the due authorization, execution and delivery of the Agency Documents by the other parties thereto, such instruments constitute legal, binding and valid obligations of the Agency, enforceable in accordance with their respective terms; provided, however, the enforceability thereof may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and subject, as to enforceability, to general principles of equity,

(C) the Agency has full legal right, power and authority under the Act and the Bond Resolution to pledge the Pledged Funds,

(D) the information in the Official Statement under the captions "THE COMMUNITY REDEVELOPMENT AGENCY", "TRUST FUND REVENUES", and "LITIGATION" is true and complete in all material respects, and with respect to the other information in the Official Statement, based upon their review of the Official Statement as counsel to the Agency and without having undertaken to determine independently the accuracy or completeness of the contents of such other portions of the Official Statement, they have no reason to believe that such other portions of the Official Statement (except for the financial and statistical data contained therein and the information relating to **[the Insurer and]** DTC and its book-entry system of registration, as to which no view need be expressed) contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading,

(E) the use of the Preliminary Official Statement by the Underwriters for the purpose of offering the Series 2016 Bonds for sale has been duly authorized and ratified by the Agency,

(F) the Official Statement has been duly authorized, executed and delivered by the Agency and the Agency has consented to the use thereof by the Underwriters,

(G) the adoption of the Bond Resolution and the authorization, execution and delivery of the Agency Documents and the Series 2016 Bonds and compliance with the provisions hereof and thereof, will not

conflict with, or constitute a breach of or default under, any law or administrative regulation, or to the best of their knowledge, any consent decree, ordinance, resolution or any agreement or other instrument to which the Agency was or is subject, as the case may be, nor will such adoption, execution, delivery, authorization or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Agency, or under the terms of any law, administrative regulation, ordinance, resolution or instrument,

(H) to the best of their knowledge, all approvals, consents, authorizations and orders of any governmental agency or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the Agency of its obligations hereunder and under the Agency Documents have been obtained and are in full force and effect,

(I) except as disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best of their knowledge, threatened, against the Agency, affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Series 2016 Bonds or the lien on and pledge of the Pledged Funds, or contesting or affecting the validity or enforceability in any respect of the Series 2016 Bonds or the Agency Documents, or contesting the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers of the Agency or any Agency for the issuance of the Series 2016 Bonds, the refunding of the Refunded Bonds or the execution and delivery by the Agency of the Agency Documents, and

(8) An opinion from the City Attorney for the City of Port Lucie, Florida relating to litigation and related matters, addressed to such parties and in such form as shall be agreed upon by the Underwriters, Underwriter's Counsel, and Bond Counsel,

(9) A certificate of the Agency dated the Closing Date signed by its Chair or Vice Chair and attested to by the City Clerk, in form and substance satisfactory to the Senior Managing Underwriter, to the effect that (i) the Agency has complied or is presently in compliance with all agreements related to the Series 2016 Bonds and has satisfied all conditions on its part to be observed or satisfied under the Bond Resolution and this Purchase Contract as of the date of Closing; (ii) since September 30, 2015, no material adverse change has occurred in the financial position or results of the operations of the Agency, except as disclosed in the Official Statement; (iii) except as disclosed in the Official Statement, no litigation or other proceedings are pending or threatened against the Agency or any of its affiliates or any property of the Agency or any such affiliate in any court or other tribunal, state or federal (A) restraining or enjoining, or seeking to restrain or

enjoin, the issuance, sale, execution or delivery of the Series 2016 Bonds, the Bond Resolution, or the Agency Documents, or (B) in any way questioning or affecting any Agency for the issuance of the Series 2016 Bonds or the validity of any provisions of the Agency Documents, or (C) in any way questioning or affecting the validity of any of the proceedings of the Agency for the authorization, sale, execution or delivery of the Series 2016 Bonds, of any provision, program or transactions made or authorized for its payment, or (D) the questioning or affecting the organization or existence of the Agency or the Agency of any of its officers to perform all required actions in connection with the issuance and sale of the Series 2016 Bonds as contemplated by the Agency Documents, or (E) seeking to restrain or enjoin the collection of the Pledged Funds, or (F) which may result in any material adverse change in the business, properties assets or financial condition of the Agency, or (G) asserting that the Official Statement contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; (iii) the Agency Documents have been duly authorized, executed and delivered by one or more duly authorized officers of the Agency and each of the Agency Documents is a legal, valid and binding obligation of the Agency enforceable in accordance with its terms, except as such enforceability may be limited by (a) the effect of any applicable bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditors' rights generally, and (b) general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law); and (iv) the Official Statement did not as of its date, and does not as of the date of Closing, contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purposes for which the Official Statement is to be used, or which is necessary in order to make the statements contained therein, in light of the circumstances in which they were made, not misleading (provided, that no opinion is expressed regarding the information contained therein relating to **[the Insurer and]** DTC and its book-entry system of registration);

(10) Evidence that the rating agencies who have rated the Series 2016 Bonds have issued ratings of not lower than the respective ratings on the Series 2016 Bonds which are published in the Preliminary Official Statement and that such ratings are in full force and effect as of the date of Closing;

(11) A certificate executed by the appropriate officer of the Agency, dated the date of Closing, satisfactory to Bond Counsel setting forth the facts, estimates and circumstances which establish that it is not expected that the proceeds of the Series 2016 Bonds will be used in a manner that would cause the Series 2016 Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code of 1986, as amended (the "Code"), and to the best of the knowledge and belief of such officer, such expectations are reasonable;

(12) A certificate executed by the appropriate officer of the Agency, delivered pursuant to Rule 15C2-12 under the Securities Exchange Act of 1934, deeming the Preliminary Official Statement to be final as of its date;

(13) A copy of IRS form 8038-G completed and prepared for filing, in a form acceptable to Bond Counsel;

(14) An opinion of Disclosure Counsel, dated the Closing Date and addressed to the Agency, together with a letter addressed to the Underwriters authorizing the Underwriters to rely upon the letter addressed to the Agency, to the effect that (i) in accordance with their understanding with the Agency, as Disclosure Counsel such firm has rendered legal advice and assistance to the Agency in the course of the preparation of the Official Statement; that assistance involved, among other things, inquiries concerning various legal and related matters, their review of certain records, documents and proceedings, participation in discussions with representatives of the Agency, the Agency's Financial Advisor, and others concerning the contents of the Official Statement and related matters; that in accordance with their understanding with the Agency, they are not passing upon, and do not assume responsibility for, the accuracy, completeness or fairness of the contents of the Official Statement; that, however, they can advise that, in their capacity as Disclosure Counsel and on the basis of the information that has come to their attention, and in reliance on the certificates, opinions and documents they have reviewed in the course of their performance of the services referred to above, and without having undertaken to verify independently the accuracy, completeness or fairness of the contents of the Official Statement, nothing has come to their attention which leads them to believe that the Official Statement (excluding the financial and statistical data included in the Official Statement and the appendices thereto, and the information relating to The Depository Trust Company or its book-entry only system), as of its date and as of the date hereof, contains any untrue statement of a material fact or omits to state any material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading; (ii) the Continuing Disclosure Certificate satisfies the requirements of the Rule; and (iii) as of the Closing Date, other than the Agency, there is no "obligated person" within the meaning of the Rule which would be required to provide certain annual financial information and event notices to various information repositories as required by the Rule;

(15) An opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, to the effect that: (A) the Series 2016 Bonds are not subject to the registration requirements of the Securities Act; (B) based upon their participation in the preparation of the Official Statement as counsel to the Underwriters and without having undertaken to determine independently the accuracy or completeness of the statements contained in the Official Statement, as of the date of Closing, nothing has come to the attention of such counsel that causes them to believe that the Official Statement (excluding the financial statements, and the reports, financial and statistical data and forecasts included therein, as to which no opinion need be expressed) as of its date contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and (C) based upon their review of the appropriate documents regarding the Continuing Disclosure Certificate as it relates to continuing disclosure under the Rule, the requirements of the Rule have been satisfied;

(16) Verification Report of the Verification Agent verifying the mathematical accuracy of the computations contained in the schedules prepared by the Underwriters with respect to the defeasance of the Refunded Bonds, if applicable, and the yield on the Series 2016 Bonds and the securities held under the Escrow Deposit Agreement;

(17) A Blue Sky Memorandum, issued by Underwriters' Counsel;

(18) A certificate of the Escrow Agent, dated the Closing Date, in a form reasonably satisfactory to the Underwriters;

(19) A certificate of U.S. Bank National Association, in its capacity as Paying Agent, dated the Closing Date, in a form reasonably satisfactory to the Underwriters;

(20) **[A duly executed copy of the Municipal Bond Insurance Policy and Reserve Fund Insurance Policy;]**

(21) **[An opinion of general counsel to the Insurer relating to the validity and enforceability of the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy, and a certificate of an officer of the Insurer dated the date of Closing and addressed to the Underwriters, concerning the Insurer, the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy, and the information relating to the Insurer, the Municipal Bond Insurance Policy and the Reserve Fund Insurance Policy, contained in the Official Statement, in form and substance satisfactory to the Underwriters and Counsel for the Underwriters; and]**

(22) Such additional certificates, legal opinions, instruments, proceedings and other documents as the Underwriters or its counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations of the Agency, the compliance of the Agency with legal requirements and the due performance or satisfaction by the Agency on or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Agency.

By its execution of this Purchase Contract, the Agency consents to the use by the Underwriters of the documents listed above, including specifically the Official Statement, the Bond Resolution and the information contained therein, in connection with the public sale of the Series 2016 Bonds.

If the Agency shall be unable to satisfy the conditions contained in this Purchase Contract, or if the obligations of the Underwriters shall be terminated for any reason permitted by this Purchase Contract, this Purchase Contract shall terminate and the Good Faith Check shall be returned by the Agency to the Underwriters as provided in Paragraph

6, and neither the Underwriters nor the Agency shall be under further obligation hereunder except as expressly set forth in Paragraphs 13 (a), (b) and (c) hereof.

12. The Agency covenants with the Underwriters to cooperate with them in qualifying the Series 2016 Bonds for offer and sale under the securities or "Blue Sky" laws of such states as the Underwriters may request; provided that in no event shall the Agency be obligated to take any action which would subject it to general service of process in any state where it is not now so subject or qualify to do business in connection with any such qualification or determination in any jurisdiction. It is understood that the Agency is not responsible for compliance with or the consequences of failure to comply with applicable "Blue Sky" laws, or for any expenses incurred in such compliance.

13. (a) The Agency shall pay (i) the cost of the preparation and printing or other reproduction (for distribution on or prior to the date hereof) of the Official Statement; (ii) the fees and expenses of Bond Counsel, Disclosure Counsel, the Trustee, the Escrow Agent, the Verification Agent, and the Agency's Financial Advisor, and any other experts or consultants retained by the Agency; (iii) the costs and fees of the rating agencies; and (iv) out-of-pocket expenses of the Agency. The Agency shall reimburse the Underwriters for actual expenses incurred or paid by the Underwriters on behalf of the Agency in connection with the marketing, issuance, and delivery of the Series 2016 Bonds, including, but not limited to, (i) transportation, lodging, and meals for Underwriter's employees and representatives; provided, however, that (x) reimbursement for such expenses shall not exceed an ordinary and reasonable amount for such expenses and (y) such expenses are not related to the entertainment of any person and not prohibited from being reimbursed from the proceeds of an offering of municipal securities under the MSRB's Rule G-20. Such reimbursement may be in the form of inclusion in the expense component of the Underwriter's discount. The provisions of this paragraph shall not obligate the Agency to pay any fees or expenses that are contingent upon the occurrence of the Closing, unless a successful Closing occurs. The Agency's obligations to pay expenses incurred by the Underwriters on behalf of the Agency and its staff related to food and lodging survive even if the underlying transaction fails to close or consummate.

(b) The Underwriters shall pay (x) the cost of printing or other reproduction of this Purchase Contract and the cost of preparation and printing of the Blue Sky, if any, report to be used by them; (y) all advertising expense in connection with the public offering of the Series 2016 Bonds; and (z) all other expense incurred by them in connection with the public offering and distribution of the Series 2016 Bonds, including the fees and expenses of counsel retained by it.

(c) If the Series 2016 Bonds are sold to the Underwriters pursuant to this Purchase Contract, the Agency shall pay, from the proceeds of the sale of the Series 2016 Bonds or from other funds available to it, the costs of issuance with respect to the Series 2016 Bonds. If the Agency shall be unable to, or shall otherwise fail to, satisfy the conditions to the obligation of the Underwriters to purchase, accept delivery of, and pay for the Series 2016 Bonds pursuant to the terms of this Purchase Contract, or if the obligation of the Underwriters to purchase, accept delivery of and pay for the Series 2016 Bonds shall be terminated for any reason permitted by this Purchase Contract, then the Agency shall reimburse the Underwriters for all out-of-pocket

expenses (including the fees and expenses of its counsel) reasonably incurred by the Underwriters in connection with this Purchase Contract or the offering contemplated hereunder.

14. Any notice or other communication to be given to the Agency under this Purchase Contract shall be given by delivering the same in writing to the Agency at 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34894, Attention: Chair. Any notice or other communication to be given to the Underwriters under this Purchase Contract shall be given by delivering the same in writing to Wells Fargo Bank, National Association, 2363 Gulf-to-Bay Boulevard, Clearwater, Florida 33765, Attention: J. Michael Olliff.

15. This Purchase Contract shall constitute the entire agreement between the Agency and the Underwriters and is made solely for the benefit of the Agency and the Underwriters (including their respective successors or assigns). No other person shall acquire or have any rights hereunder or by virtue hereof. All representations, warranties and agreements of the Agency in this Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of any of the Underwriters, and (b) the delivery of and payment for the Series 2016 Bonds hereunder.

16. This Purchase Contract may not be amended without the written consent of the Agency and the Senior Managing Underwriter.

17. The Agency acknowledges and agrees that: (i) the transactions contemplated by this Purchase Contract are arm's length, commercial transactions between the Agency and the Underwriters in which the Underwriters are acting solely as a principal and are not acting as a municipal advisor, financial advisor or fiduciary to the Agency; (ii) the Underwriters have not assumed any advisory or fiduciary responsibility to the Agency with respect to the transactions contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters or its affiliates have provided other services or is currently providing other services to the Agency on other matters); (iii) the only obligations the Underwriters have to the Agency with respect to the transaction contemplated hereby expressly are set forth in this Purchase Contract; (iv) the Agency has consulted its own financial and/or municipal, legal, accounting, tax, and other advisors, as applicable, to the extent it has deemed appropriate; and (v) the Underwriters have financial and other interests that differ from those of the Agency.

18. The validity, interpretation and performance of this Purchase Contract shall be governed by the internal laws of the State of Florida, without regard to conflict of law principles.

IN WITNESS WHEREOF, the parties hereto have caused this Purchase Contract to be duly executed by their duly authorized officers as of the day and year first above written.

[Remainder of page intentionally left blank]

[Counterpart Signature Page to Bond Purchase Contract, dated _____, 2016]

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:
Its:

[Counterpart Signature Page to Bond Purchase Contract, dated _____, 2016]

Accepted:

CITY COUNCIL
CITY OF PORT ST. LUCIE, FLORIDA

By:_____
Gregory J. Oravec, Mayor

ATTEST:

By:_____
Karen A. Phillips, City Clerk

EXHIBIT A

MATURITY SCHEDULE

$[_____]

City of Port St. Lucie
Community Development Agency
Redevelopment Trust Fund Refunding Revenue Bonds,
Series 2016

$[_____] Serial Bonds

Maturity (January 1)	Principal Amount	Interest Rate	Yield	Price

---

$[_____] _____% Term Bonds due January 1, _____ Yield _____% Price _____%

REDEMPTION PROVISIONS

Optional Redemption

The Series 2016 Bonds maturing prior to January 1, 20__ are not subject to redemption prior to maturity. The Series 2016 Bonds maturing on or after January 1, 20__ are subject to redemption at the option of the Agency prior to their respective dates of maturity on or after January 1, 20___, in whole or in part at any time, in any order of maturity selected by the Agency and by lot within a maturity, at a redemption price of 100% of the principal amount of the Series 2016 Bonds to be redeemed, together with accrued interest to the date fixed for redemption

Mandatory Sinking Fund Redemption

The Series 2016 Bonds maturing on January 1, ____ are subject to mandatory sinking fund redemption in part prior to maturity by lot through the application of Amortization Requirements, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, on **[January 1]** of each year in the following amounts and in the years specified:

Year	Term Bond Amortization Requirement

*To be paid at maturity and not redeemed.

EXHIBIT B

FORM OF DISCLOSURE LETTER PURSUANT TO SECTION 218.385, FLORIDA STATUTES

[_____], 2016

City of Port St. Lucie, Florida
Community Redevelopment Agency
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

Re: City of Port St. Lucie, Florida Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016

Ladies and Gentlemen:

In connection with the proposed issuance by the City of Port St. Lucie, Florida Community Redevelopment Agency (the "Agency"), of $[_____] aggregate principal amount of its Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") Wells Fargo Bank, National Association (the "Senior Managing Underwriter"), acting on behalf of itself and in its capacity as agent for Merrill Lynch, Pierce, Fenner & Smith Incorporated (collectively, the "Underwriters"), has agreed to underwrite a public offering of the Series 2016 Bonds. Arrangements for underwriting the Series 2016 Bonds will include a Bond Purchase Contract (the "Contract") between the Agency and the Underwriters that will embody the negotiations in respect thereof.

The purpose of this letter is to furnish, pursuant to the provisions of Section 218.385, Florida Statutes, certain information in respect of the arrangements contemplated for the underwriting of the Series 2016 Bonds as follows:

(a) The underwriting spread of $[_____] per $1,000 ($[_____]) consists of $[_____] per $1,000 ($[_____]) in management fees, $[_____] per $1,000 ($[_____]) of average takedown, and $[_____] per $1,000 ($[_____]) of expenses.

(b) The nature and estimated amounts of expenses to be incurred by the Underwriters in connection with the purchase and offering of the Series 2016 Bonds are set forth in Schedule I attached hereto.

(c) There are no "finders," as defined in Section 218.386, Florida Statutes, who have been retained or who will be paid by the Underwriters in connection with the issuance of the Series 2016 Bonds.

(d) No other fee, bonus or other compensation is estimated to be paid by the Underwriters in connection with the issuance of the Series 2016 Bonds to any person not regularly employed or retained by the Underwriters, except as

specifically enumerated as expenses referred to in paragraph (a) above to be incurred by the Underwriters as set forth in Schedule I attached hereto.

(e) The name of the Underwriters is:

Wells Fargo Bank, National Association
[_____]

(f) Based on representations of the Agency, it is our understanding that the Agency is proposing to issue $[_____] in aggregate principal amount of the Series 2016 Bonds for the purposes of refunding all or a portion of the outstanding Refunded Bonds, as described in the Bond Resolution, and paying certain costs and expenses relating to the issuance of the Series 2016 Bonds. The Series 2016 Bonds are expected to be repaid over a period of approximately [_____] years. At a True Interest Cost of approximately [_____] %, total interest paid over the life of the Series 2016 Bonds will be $[_____].

(g) Based on representations of the City, it is our understanding that the Series 2016 Bonds will be payable from the Pledged Funds in the manner provided in the Bond Resolution. The Series 2016 Bonds carry an average annual debt service of approximately $[_____]. Assuming the Agency pays debt service on the Series 2016 Bonds from the Pledged Net Tax Increment Revenues, such funds equal to an average of $[_____] will not be available to finance the other services of the Agency each year that the Series 2016 Bonds will be outstanding, which is approximately [_____] years. Notwithstanding the foregoing, we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the above-described calculations to be correct, we do not warrant them to be so.

We understand that you do not require any further disclosure from the Underwriters pursuant to Section 218.385, Florida Statutes.

Very truly yours,

WELLS FARGO BANK, NATIONAL ASSOCIATION

By:_____
Name:
Its:

SCHEDULE I

ESTIMATED EXPENSES

ITEM	PER $1,000	TOTAL
Total		

4824-0816-6706, v. 2

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

BMO Draft #3
6/14/2016

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2016

NEW ISSUE: BOOK-ENTRY ONLY RATINGS: See "RATINGS" herein.

In the opinion of Bond Counsel, under existing statutes, regulations, rulings and court decisions, and assuming compliance with certain tax covenants described herein, interest on the Series 2016 Bonds is excludable from gross income of the owners thereof for federal income tax purposes, and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. Such interest, however, will be includable in the calculation of certain corporations' alternative minimum taxable income and may be subject to other federal income tax consequences. See "TAX MATTERS" herein for a more general discussion of Bond Counsel's opinion and other tax considerations.

$38,865,000*
CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT AGENCY
REDEVELOPMENT TRUST FUND REFUNDING REVENUE BONDS,
SERIES 2016

Dated: Date of Delivery Due: January 1 (as shown on the inside cover)

The City of Port St. Lucie, Florida Community Redevelopment Agency (the "Agency"), a public body corporate and politic created under the laws of the State of Florida, will issue its Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds").

The Series 2016 Bonds are being issued for the purpose of (i) refunding all or a portion of the Agency's outstanding Redevelopment Trust Fund Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), and Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project) (the "Series 2006 Bonds", together with the Series 2004 Bonds, the "Refunded Bonds"), (ii) **[funding a Reserve Account, if necessary or desirable]**, (iii) **[paying for credit enhancement for the Series 2016 Bonds, if any]**, and (iv) paying costs and expenses of issuing the Series 2016 Bonds.

The Series 2016 Bonds will be issued pursuant to Resolution No. CRA 03-04, duly adopted by the Board of Directors of the Agency (the "Board") on February 17, 2004 (the "Original Resolution"), as amended and supplemented by Resolution No. CRA 16-01, adopted by the Board on June 27, 2016 (the "Board Resolution", together with the Original Resolution, the "Bond Resolution"), and Ordinance No. 16-30 enacted by the City Council of the City of Port St. Lucie, Florida (the "City") on June 27, 2016.

The Series 2016 Bonds are issuable as fully registered bonds in the principal amount of each maturity shown on the inside cover page, and when issued will be registered in the name of Cede & Co., as Bondholder and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"). Purchases of beneficial interests in the Series 2016 Bonds will be made in book-entry form in denominations of $5,000 principal amount or any integral multiple thereof through DTC Participants, shall be numbered consecutively from one upward in order of maturity preceded and shall bear interest from their respective dates of delivery payable semi-annually on each July 1 and January 1 (each an "Interest Date"), commencing on January 1, 2017. Payments of principal of, and interest on the Series 2016

*Preliminary, subject to change.

Bonds will be made to purchasers of beneficial interests in the Series 2016 Bonds by DTC Participants (See "THE SERIES 2016 BONDS - Book-Entry-Only System" herein).

The Series 2016 Bonds are not subject to optional redemption prior to their maturity.

The Agency, pursuant to the Board Resolution, will amend certain provisions of the Original Resolution concerning the Reserve Requirement and the Reserve Account, among other things.. The Holders of the Series 2016 Bonds shall be deemed to have consented to and approved the amendments through the purchase of the Series 2016 Bonds. See "AMENDMENT TO ORIGINAL RESOLUTION" herein for a description of the amendments.

The Series 2016 Bonds and the interest thereon are limited obligations of the Agency payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided herein and in the Bond Resolution. No Holder of any Series 2016 Bond shall ever have the right to compel the exercise of any ad valorem taxing power on the part of the City to pay such Series 2016 Bond or the interest thereon against any property of the City, nor shall the Series 2016 Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Funds. The Agency has no taxing power.

Until actually deposited into the funds and accounts created under the Bond Resolution, the Trust Fund Revenues (as defined in the Bond Resolution) will not be pledged to the payment of the Series 2016 Bonds.

Payment of the principal of and interest on the Series 2016 Bonds when due may be insured by a municipal bond insurance policy. *The Agency will make the determination whether to purchase such policy to insure all or a portion of the Series 2016 Bonds, if any, at the time the Series 2016 Bonds are marketed.*

This cover page contains certain information for quick reference only. It is not a summary of the issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the opinion on certain legal matters relating to their issuance by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will he passed on for the City by Nason Yeager Gerson White & Lioce, P.A., General Counsel and Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. The Underwriters are being represented by Broad & Cassel, Orlando, Florida. FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida is serving as Financial Advisor to the City with respect to the Series 2016 Bonds. It is expected that settlement for the Series 2016 Bonds will occur through the facilities of DTC in New York, New York, on or about July ____, 2016.

Wells Fargo Securities

BofA Merrill Lynch

July ____, 2016.

RED HERRING LANGUAGE:

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration, qualification or exemption under the securities laws of such jurisdiction. The Agency has deemed this Preliminary Official Statement "final," except for certain permitted omissions, within the contemplation of Rule 15c2-12 promulgated by the Securities and Exchange Commission.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES,
PRICES OR YIELDS AND INITIAL CUSIP NUMBERS

$38,865,000*
CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY
REDEVELOPMENT TRUST FUND REFUNDING REVENUE BONDS,
SERIES 2016

Maturity (January 1)	Principal Amount*	Interest Rate	Price or Yield	Initial CUSIP Number**
2017	$2,435,000			
2018	2,540,000			
2019	2,755,000			
2020	3,170,000			
2021	3,635,000			
2022	3,820,000			
2023	4,010,000			
2024	5,235,000			
2025	5,495,000			
2026	5,770,000			

*Preliminary, subject to change.

**CUSIP is a registered trademark of American Bankers Association. CUSIP data herein is provided by Standard & Poor's, CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. CUSIP data herein is provided for convenience of reference only. The Agency, its Financial Advisor and the Underwriters and their agents take no responsibility for the accuracy of such data.

CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT AGENCY
City of Port St. Lucie
City Hall
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
954-924-2980

MEMBERS OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF DIRECTORS*

Gregory J. Oravec, Chair
Linda Bartz, Vice Chair
Michelle Berger
Shannon Martin
Ron Bowen

**The Members of the City Council of the City of Port St. Lucie, Florida, serve as the members of the Board of Directors of the City of Port St. Lucie, Florida Community Redevelopment Agency.*

COMMUNITY REDEVELOPMENT AREA OFFICIALS

Executive Director
Jeffrey Bremer

Director
Bridget Kean

Interim Agency Counsel
Nason Yeager Gerson White & Lioce, P.A.
Boca Raton, Florida

Secretary
Karen A. Phillips

SUPPORTING COMMUNITY REDEVELOPMENT AREA PROFESSIONALS

Bond Counsel
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

Disclosure Counsel
Bryant Miller Olive P.A.
Miami, Florida

Financial Advisor
FirstSouthwest, a Division of Hilltop Securities Inc.
Orlando, Florida

SUPPORTING CITY OF PORT ST. LUCIE STAFF

Finance Director/City Treasurer
Edwin M. Fry, Jr.

No dealer, broker, salesman or other person has been authorized by the Agency or the Underwriters to give any information or to make any representations, other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Series 2016 Bonds, by any person in any jurisdiction in which it is unlawful for such a person to make such offer, solicitation or sale. The information and expressions of opinions herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the matters described herein since the date hereof.

THE UNDERWRITERS HAVE PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITERS HAVE REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS PART OF, THEIR RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITERS DO NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

REFERENCES TO WEB SITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEB SITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS [OFFERING DOCUMENT] [FINAL OFFICIAL STATEMENT FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, SEC RULE 15C2-12].

THE SERIES 2016 BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, NOR HAVE THE RESOLUTIONS BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE SERIES 2016 BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF THE SECURITIES LAWS OF THE STATES, IF ANY, IN WHICH THE SERIES 2016 BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN CERTAIN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE SERIES 2016 BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2016 BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THIS OFFICIAL STATEMENT DOES NOT CONSTITUTE A CONTRACT BETWEEN THE AGENCY, THE CITY OR THE UNDERWRITERS AND ANY ONE OR MORE OWNERS OF THE SERIES 2016 BONDS.

CERTAIN STATEMENTS INCLUDED OR INCORPORATED BY REFERENCE IN THIS OFFICIAL STATEMENT CONSTITUTE "FORWARD-LOOKING STATEMENTS." SUCH STATEMENTS GENERALLY ARE IDENTIFIABLE BY THE TERMINOLOGY USED, SUCH AS "ANTICIPATE," "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS THAT MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. ASIDE FROM ITS CUSTOMARY FINANCIAL REPORTING ACTIVITIES, THE AGENCY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ITS EXPECTATIONS OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, SUBJECT TO ANY CONTRACTUAL OR LEGAL RESPONSIBILITIES TO THE CONTRARY.

TABLE OF CONTENTS

Page

INTRODUCTION 1

The Agency 1
The Series 2016 Bonds 2
Security for the Series 2016 Bonds 2
Authority for the Series 2016 Bonds 2
The City 2
Additional Information 3
Bondholder Risks 3

PURPOSE OF THE SERIES 2016 BONDS 3

General 3
Plan of Refunding 3

ESTIMATED SOURCES AND USES OF FUNDS 5

THE SERIES 2016 BONDS 6

General 6
Mandatory Sinking Fund Redemption 6
Book-Entry-Only System 7

SECURITY AND SOURCES OF PAYMENT 9

The Pledged Funds 9
Covenant to Budget and Appropriate 11
Flow of Funds 13
Reserve Account 15
Additional Bonds 15
Other Obligations Secured by Pledged Funds 16

TRUST FUND REVENUES 17

Sources of Trust Fund Revenues 17
Calculation of Trust Fund Revenues 19
Millage Rates 21
Ad Valorem Taxation 22
Constitutional Amendments Related to Ad Valorem Exemptions 22
Exemption for Deployed Military Personnel 23
Other Proposals Affecting Ad Valorem Taxation 24
Legislative Proposals Relating to Ad Valorem Taxation 25

DESCRIPTION OF NON-AD VALOREM REVENUES 26

Guaranteed Entitlement Funds 26
Mobile Home Licenses 26
Professional and Occupational License Tax 26
Local Government Half-Cent Sales Tax 27
Communication Services Tax 29
Electric Franchise Fees 29

Electric Municipal Utility Tax 30
Other Non-Ad Valorem Revenue 30
Limitations on State Revenues Amendment 30
Debt of City Secured by Non-Ad Valorem Revenues 31

HISTORICAL AND PROJECTED PLEDGED FUNDS, DEBT SERVICE AND DEBT SERVICE COVERAGE 33

DEBT SERVICE SCHEDULE FOR THE SERIES 2016 BONDS 35

THE COMMUNITY REDEVELOPMENT AREA 36

City Center 37
East Lake Village 37
Wood Stork Trail 38
CRA Expansion Area 38
Southern Grove District 39
Prior Redevelopment Projects 39

THE COMMUNITY REDEVELOPMENT AGENCY 40

General 40
Board of Directors and Staff of the Agency 40
The City 41
Financial Services 41

AMENDMENT TO ORIGINAL RESOLUTION 42

INVESTMENT CONSIDERATIONS 43

VERIFICATION OF MATHEMATICAL COMPUTATIONS 45

CERTAIN LEGAL MATTERS 46

CONTINGENT FEES 46

ENFORCEABILITY OF REMEDIES 46

LITIGATION 46

TAX MATTERS 47

Opinion of Bond Counsel 47
Internal Revenue Code of 1986 47
Collateral Tax Consequences 47
Other Tax Matters 48
Tax Treatment of Original Issue Discount 48
Bond Premium 48

CONTINUING DISCLOSURE 49

RATINGS 49

FINANCIAL ADVISOR 50

UNDERWRITING 50

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS 51

FINANCIAL STATEMENTS 51

FORWARD-LOOKING STATEMENTS 52

MISCELLANEOUS 52

AUTHORIZATION AND CERTIFICATION CONCERNING OFFICIAL STATEMENT 53

APPENDIX A - Bond Resolution
APPENDIX B - Form of Bond Counsel Opinion
APPENDIX C - Continuing Disclosure Certificate
APPENDIX D - Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2015 of the City of Port St. Lucie, Florida
APPENDIX E - General Information Regarding the City of Port St. Lucie, Florida

OFFICIAL STATEMENT
Relating to

$38,865,000*

CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT AGENCY
REDEVELOPMENT TRUST FUND REFUNDING REVENUE BONDS, SERIES 2016

INTRODUCTION

This introduction is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement and should not be considered to be a complete statement of the facts material to the making of an investment decision. The offering by the City of Port St. Lucie Community Redevelopment Agency (the "Agency") of its Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"), to potential investors is made only by means of this entire Official Statement, including all appendices attached hereto. Capitalized terms not otherwise defined in this Official Statement shall have the meaning ascribed to them in Resolution No. CRA 03-04, duly adopted by the Board of Directors of the Agency (the "Board") on February 17, 2004, (the "Original Resolution"), as amended and supplemented by Resolution No. CRA 16-01, adopted by the Board on June 27, 2016 (the "Board Resolution", together with the Original Resolution, the "Bond Resolution"), and Ordinance No. 16-30 enacted by the City Council of the City of Port St. Lucie, Florida (the "City") on June 27, 2016.

The Series 2016 Bonds are being issued for the purposes of (i) refunding all or a portion of the Agency's Outstanding Redevelopment Trust Fund Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), and Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project) (the "Series 2006 Bonds", together with the Series 2004 Bonds, the "Refunded Bonds"), (ii) **[funding a Reserve Account, if necessary or desirable]**, (iii) **[paying for credit enhancement for the Series 2016 Bonds, if any]**, and (iv) paying costs and expenses of issuing the Series 2016 Bonds.

The Agency

On February 12, 2001, pursuant to Ordinance No. 01-01, the City Council of the City of Port St. Lucie, Florida (the "City Council") (i) created the Agency to operate within the corporate limits of the City for carrying out the redevelopment purposes of the Florida Community Redevelopment Act, Chapter 163, Part III, Florida Statutes, as amended (the "Redevelopment Act"), (ii) initially declared the members of the City Council to constitute the Board of Directors of the Agency, and (iii) reserved to the City Council the power to determine an area to be a slum or blighted area, to designate such area as appropriate for a redevelopment project, to grant final approval to community redevelopment plans and modifications thereof, to authorize the issuance of revenue bonds pursuant to the Redevelopment Act and to approve the acquisition, demolition, removal or disposal of property as provided in the Redevelopment Act. The Agency receives administrative and financial support from the City's staff. See "THE COMMUNITY REDEVELOPMENT AGENCY" herein.

---

*Preliminary, subject to change.

The Series 2016 Bonds

The Series 2016 Bonds are being issued in book-entry-only form as fully registered bonds in denominations of $5,000 or multiples thereof, and when issued, shall, as described herein, be registered in the name of Cede & Co., as Bondholder and securities depository nominee of The Depository Trust Company, New York, New York ("DTC"). Individual purchases of beneficial interests in the Series 2016 Bonds will be made in book-entry form only through Direct Participants, as described herein. Interest will be calculated from the date of delivery of the Series 2016 Bonds and be payable on January 1, 2017 and semiannually thereafter on each July 1 and January 1.

Security for the Series 2016 Bonds

The Series 2016 Bonds are limited obligations of the Agency payable from and secured by an irrevocable lien on and pledge of the Pledged Funds, which Pledged Funds consist of, collectively, (i) Net Tax Increment Revenues, (ii) Supplemental Revenues, for so long as the City is required to deposit Supplemental Revenues in the Supplemental Revenue Account under the provisions of the Bond Resolution, (iii) all investment earnings and income thereon, and (iv) all moneys, securities and instruments held in certain funds and accounts established by the Bond Resolution. See "TRUST FUND REVENUES" and "SECURITY AND SOURCES OF PAYMENT - Additional Bonds" herein. **[The Agency may also deposit funds in a Reserve Account. See "SECURITY AND SOURCES OF PAYMENT – Reserve Account" herein.]**

The Series 2016 Bonds and the interest thereon are limited obligations of the Agency payable solely from and secured by a lien upon and pledge of the Pledged Funds, in the manner and to the extent provided herein and in the Bond Resolution. No Holder of any Series 2016 Bond shall ever have the right to compel the exercise of any ad valorem taxing power on the part of the City to pay such Series 2016 Bond or the interest thereon against any property of the City, nor shall the Series 2016 Bonds constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Funds. The Agency has no taxing power.

Authority for the Series 2016 Bonds

The Series 2016 Bonds are being issued pursuant to the Bond Resolution in accordance with the Redevelopment Act. The City approved the issuance of the Series 2016 Bonds pursuant to Ordinance No. 16-30 enacted on June 27, 2016.

The City

The City of Port St. Lucie is the most populous City in St. Lucie County. It was incorporated in 1961 and is located near the Atlantic Ocean on the southeast coast of Florida. It is situated in the southern part of St. Lucie County which lies between Indian River County to the north and Martin County to the south. The City currently occupies 120 square miles. The population as reported in the 2010 Census was 164,603 and the estimated population of the City as of September 30, 2015 was 174,132 (information supplied by the State of Florida Office of Economic & Demographic Research). The City was once considered the fastest growing community in both the state and the country. The City is still growing, but at a slower pace, and per the latest population estimates the City is the 9th largest City in the State. For additional information regarding the City, see Appendix E attached hereto.

Additional Information

This Official Statement speaks only as of its date and the information contained herein is subject to change. The Agency's financials are included in the City's Comprehensive Annual Financial Report for Fiscal Year ended September 30, 2015. Such report is included as Appendix D to this Official Statement.

Copies of all documents of the Agency referred to herein that are not attached as Appendices hereto may be obtained from Edwin M. Fry, Jr., Finance Director/City Treasurer, City of Port St. Lucie, Florida Community Redevelopment Agency, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

Bondholder Risks

For a description of certain risks attendant to an investment in the Series 2016 Bonds, see "INVESTMENT CONSIDERATIONS" herein.

PURPOSE OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds are being issued for the purposes of (i) refunding the Refunded Bonds, (ii) **[funding a Reserve Account, if necessary or desirable]**, (iii) **[paying for credit enhancement for the Series 2016 Bonds, if any]**, and (iv) paying costs and expenses of issuing the Series 2016 Bonds.

Plan of Refunding

Concurrently with delivery of the Series 2016 Bonds, a portion of the proceeds of the Series 2016 Bonds, together with other legally available funds of the Agency, shall be deposited into an escrow deposit trust fund (the "Escrow Fund") pursuant to the terms and provisions of an escrow deposit agreement dated as of _____, 2016 (the "Escrow Deposit Agreement"), between the Agency and U.S. Bank, National Association, as Escrow Agent. The moneys deposited into the Escrow Fund shall be **[held in cash and/or]** applied to the purchase of Defeasance Obligations (as defined in the Bond Resolution) and used to pay the principal of and interest on the Series 2004 Bonds maturing in the years **[2017 through 2023]** and the Series 2006 Bonds maturing in the years **[2017 through 2026]** as the same become due and payable. The Defeasance Obligations will mature at such times and in such amounts so that the maturing principal will be sufficient, together with any cash on deposit in the Escrow Fund, to pay when due all principal of, premium, if any, and interest on the Refunded Bonds. Upon the deposit of such moneys and the application thereof all in accordance with the Escrow Deposit Agreement, the Refunded Bonds will be deemed defeased and no longer outstanding for purposes of the Bond Resolution and the holders of the Refunded Bonds shall be entitled to payment solely out of the moneys deposited in the Escrow Fund pursuant to the Escrow Deposit Agreement. The refunding of the Refunded Bonds is being undertaken to effect debt service savings for the Agency.

The Series 2004 Bonds will be defeased upon the issuance of the Series 2016 Bonds and called for redemption prior to their maturity on a date approximately 30 days from the delivery of the Series 2016 Bonds at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date and paid from the Escrow Fund. The Series 2006 Bonds maturing on January 1, 2017 will

be defeased to maturity upon the issuance of the Series 2016 Bonds and the remainder of the Series 2006 Bonds will be defeased upon the issuance of the Series 2016 Bonds and called for redemption prior to their maturities on or after January 1, 2017, at a redemption price of 100% of the principal amount thereof, plus accrued interest to the redemption date and paid from the Escrow Fund. Upon the deposit of the above-referenced moneys in the Escrow Fund, in the opinion of Bond Counsel, rendered in reliance on a verification report from Robert Thomas CPA, LLC, the Refunded Bonds will no longer be outstanding under the Bond Resolution.

[Remainder of Page Intentionally Left Blank]

ESTIMATED SOURCES AND USES OF FUNDS

The funds provided and the sources thereof, in connection with the issuance of the Series 2016 Bonds are expected to be as follows:

Sources of Funds:	
Par Amount	$
Net Original Issue [Premium/Discount]	
Other legally available funds of the Agency	
Total Sources	$____
Uses of Funds:	
Deposit to Escrow Fund	$
Costs of Issuance[1]	
Total Uses	$____

(1) Includes the Underwriters' discount, printing costs, legal and financial advisory fees, and other costs associated with the issuance of the Series 2016 Bonds.

[Remainder of Page Intentionally Left Blank]

THE SERIES 2016 BONDS

General

The Series 2016 Bonds are being issued under the Bond Resolution and will bear interest at the rates and will mature on the dates and in the amounts shown on the inside front cover of this Official Statement.

The Series 2016 Bonds shall be dated as of their date of delivery (or such other date as shall be determined by the City Manager), shall be issued in the form of fully registered bonds, in the denomination of $5,000 principal amount or any integral multiple thereof, shall bear interest from their date of delivery (or such other date as shall be determined by the City Manager) payable semi-annually on each July 1 and January 1 (each an "Interest Date"), commencing on January 1, 2017.

Interest on the Series 2016 Bonds will be payable by check or draft of U.S. Bank, National Association, as the initial Registrar and Paying Agent, made payable to and mailed to the Holders, as shown on the registration books of the Issuer on the fifteenth day of the calendar month next preceding each Interest Date. At the request of any Holder, such interest payments may be made by the Paying Agent by wire transfer to such Holder. Principal of the Series 2016 Bonds are payable to the Holders upon presentation, when due, at the designated corporate trust office of U.S. Bank, National Association, as the initial Paying Agent.

So long as DTC (defined herein) or its nominee, Cede & Co., is the registered owner of the Series 2016 Bonds, payments of the principal of, and interest on the Series 2016 Bonds will be made directly to Cede & Co., as nominee for DTC. Disbursement of such payments to the DTC Participants (defined herein) is the responsibility of DTC and disbursement of such payments to the beneficial owners of the Series 2016 Bonds is the responsibility of the DTC Participants. See "THE SERIES 2016 BONDS – Book-Entry-Only System" herein.

The Series 2016 Bonds will be issued in fully registered form in denominations equal to the principal amount of each maturity shown on the cover page in book-entry form only as described below under "THE SERIES 2016 BONDS - Book-Entry-Only System."

Mandatory Sinking Fund Redemption

[The Series 2016 Bonds maturing on January 1, ____ are subject to mandatory sinking fund redemption in part prior to maturity by lot through the application of Amortization Requirements, at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date, on January 1 of each year in the following amounts and in the years specified:]

Year	Term Bond Amortization Requirement

* Maturity.

Book-Entry-Only System

The Series 2016 Bonds will be available only in book-entry form in authorized denominations of $5,000 and any integral multiple thereof. Purchasers of the Series 2016 Bonds will not receive certificates representing their interests in the Series 2016 Bonds purchased. The Agency has entered into a letter of representations with DTC providing for such book-entry system.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2016 Bond certificate will be issued for each maturity of the Series 2016 Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2016 Bonds are to be accomplished by entries made on the books of

Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

To facilitate subsequent transfers, all the Series 2016 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2016 Bonds with DTC and their registration in the name of Cede & Co., or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2016 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts the Series 2016 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2016 Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2016 Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond Ordinance. For example, Beneficial Owners of the Series 2016 Bonds may wish to ascertain that the nominee holding the Series 2016 Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Registrar and request that copies of notices be provided directly to them.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Agency as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2016 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest on the Series 2016 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Agency or the Paying Agent, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent, or the Agency, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Agency or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2016 Bonds at any time by giving reasonable notice to the Agency or the Paying Agent. Under such circumstances, in the event that a successor depository is not obtained, Series 2016 Bond certificates are required to be printed and delivered to DTC.

The Agency may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Series 2016 Bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry-only system has been obtained from sources that the Agency believes to be reliable, but the Agency takes no responsibility for the accuracy thereof.

NEITHER THE AGENCY NOR THE PAYING AGENT WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO THE DTC PARTICIPANTS OR THE PERSONS FOR WHOM THEY ACT AS NOMINEE WITH RESPECT TO THE PAYMENTS TO OR THE PROVIDING OF NOTICE FOR THE DTC PARTICIPANTS, THE INDIRECT PARTICIPANTS OR THE BENEFICIAL OWNERS OF THE SERIES 2016 BONDS. THE AGENCY CANNOT AND DOES NOT GIVE ANY ASSURANCES THAT DTC, THE DTC PARTICIPANTS OR OTHERS WILL DISTRIBUTE PAYMENTS OF PRINCIPAL OF OR INTEREST ON THE SERIES 2016 BONDS PAID TO DTC OR ITS NOMINEE, AS THE REGISTERED OWNER, OR PROVIDE ANY NOTICES TO THE BENEFICIAL OWNERS OR THAT THEY WILL DO SO ON A TIMELY BASIS, OR THAT DTC WILL ACT IN THE MANNER DESCRIBED IN THIS OFFICIAL STATEMENT.

SECURITY AND SOURCES OF PAYMENT

The Pledged Funds

The payment of the principal of, and interest on the Series 2016 Bonds is secured equally and ratably by a first lien on and pledge of the Pledged Funds, which consist of (i) the Trust Fund Revenues and (ii) except for moneys, securities and instruments in the Rebate Account, all moneys, securities and instruments held in the accounts and subaccounts established by the Bond Resolution. The Trust Fund Revenues consist of (i) Net Tax Increment Revenues; (ii) Supplemental Revenues, for so long as the City is required to deposit Supplemental Revenues in the Supplemental Revenue Account under the provisions of the Bond Resolution, and (iii) all investment earnings and income on the Net Tax Increment Revenues and the Supplemental Revenues deposited into the Supplemental Revenue Account. The Supplemental Revenues have been pledged to the payment of the principal of, and interest on the Series 2016 Bonds to make up any deficiency in the availability of Net Tax Increment Revenues for such payment. See "TRUST FUND REVENUES – Sources of Trust Fund Revenues" herein. The Supplemental Revenues are subject to being released from such pledge upon satisfaction of certain conditions. See "SECURITY AND SOURCES OF PAYMENT – The Pledged Funds – Supplemental Revenues" herein.

Net Tax Increment Revenues. "Net Tax Increment Revenues" means the Tax Increment Revenues generated in the Community Redevelopment Area and deposited into the Redevelopment Trust Fund, less any and all Operating Expenses of the Agency relating to the Community Redevelopment Area. "Tax Increment Revenues" means the revenues derived from the Community Redevelopment Area and received by the Agency from the City, the County and any other "taxing authority" (as defined in Section 163.340(2) of the Redevelopment Act, Chapter 163, Part III, Florida Statutes, or any other successor statute or statutory provision) for deposit to the Redevelopment Trust Fund. "Operating Expenses" of the Agency means the Agency's reasonable and necessary current expenses related to the Community Redevelopment Area incurred in the Agency's ordinary course of business, paid or accrued, except Debt Service Requirements on

the Bonds and other indebtedness of the Agency (other than indebtedness with a stated maturity of less than 365 days), depreciation expenses and other non-cash charges or reserves.

The Redevelopment Trust Fund was established in accordance with the Redevelopment Act. See "THE COMMUNITY REDEVELOPMENT AGENCY" herein. Pursuant to Section 163.387 of the Redevelopment Act, the annual funding of the Redevelopment Trust Fund must be in an amount not less than that increment in the income, proceeds, revenues, and funds of each taxing authority derived from or held in connection with the undertaking or carrying out of the Redevelopment Plan. The increment is defined in the Redevelopment Act to mean that amount equal to 95% of the difference between:

(a) The amount of ad valorem taxes levied each year by each taxing authority, exclusive of any amount from any debt service millage, on taxable real property contained within the geographic boundaries of the Community Redevelopment Area; and

(b) The amount of ad valorem taxes which would have been produced by the rate upon which tax is levied each year by or for each taxing authority, exclusive of any debt service millage, upon the total of the assessed value of the taxable real property in the Community Redevelopment Area, as shown on the most recent assessment roll used in connection with the taxation of such property by each taxing district prior to the effective date of the ordinance establishing the Redevelopment Trust Fund.

Each taxing authority must, by January 1 of each year, appropriate to the Redevelopment Trust Fund for so long as any Bonds are outstanding a sum which is no less than the increment defined in the Redevelopment Act. Any taxing authority that does not pay the increment to the Redevelopment Trust Fund by January 1 must pay an amount equal to 5% of the amount of the increment and must pay interest on the amount of the increment equal to 1% for each month the increment is outstanding.

The Redevelopment Act provides in Section 163.387(2)(d), Florida Statutes, as amended, that the City may exempt from the payment of the tax increment as described above, special districts that levy ad valorem taxes within the community redevelopment area, either in the City's sole discretion or in response to a request from a special district. **[Currently, the City has issued only one exemption for the St. Lucie County Fire District beginning in the tax year 2007 pursuant to this section of the Redevelopment Act, however, no assurance can be made that no other such exemptions will be granted in the future in accordance with the Redevelopment Act.]**

The increment is used to measure the amount of the contribution which must be appropriated and contributed by each taxing authority that is required to make payments. The taxing authorities are not required and cannot be compelled to levy ad valorem taxes to generate any such increment to make such payments. The statutory obligation of a taxing authority to make the required payments to a community redevelopment trust fund continues for so long as a community redevelopment agency has indebtedness outstanding pledging tax increment revenues to the payment thereof, but not to exceed thirty (30) fiscal years from the date tax increment revenues were first deposited into the redevelopment trust fund or the fiscal year in which the redevelopment plan is subsequently amended. Additionally, the obligation of the governing body which established a community redevelopment agency (the City in the Agency's case) to fund the community redevelopment trust fund annually continues until all loans, advances and indebtedness, if any, and interest thereon, of a community redevelopment agency incurred as a result of redevelopment in a community redevelopment area have been paid.

Supplemental Revenues. The Supplemental Revenues have been pledged by the Agency to the payment of the principal of, and interest on the Series 2016 Bonds to make up any deficiency in the availability of Net Tax Increment Revenues for such payment. Supplemental Revenues are subject to being released from such pledge upon satisfaction of certain conditions described in the Bond Resolution. Upon notice by the Agency to the City that amounts on deposit to pay principal of, or interest on the Series 2016 Bonds on any Interest Payment Date are insufficient for such purpose, the City covenants pursuant to Ordinance No. ____ enacted on June 27, 2016 (the "Ordinance"), to pay to the Agency for deposit into the Supplemental Revenue Account Non-Ad Valorem Revenues of the City in an amount which, together with the Net Tax Increment Revenues on deposit in the Redevelopment Trust Fund, shall be sufficient to pay all interest and principal payable on the Series 2016 Bonds on such Interest Payment Date and to fund any deficiency in the Reserve Account. Once deposited into the Supplemental Revenue Account, the Non-Ad Valorem Revenues so deposited are "Supplemental Revenues" for purposes of the Bond Resolution and constitute Pledged Funds thereunder. The Bond Resolution requires that, upon the deposit of Supplemental Revenues in the Supplemental Revenue Account, the Agency immediately transfer such Supplemental Revenues to the Sinking Fund Account.

"Non-Ad Valorem Revenues" means the legally available non-ad valorem revenues of the City, available to be budgeted, appropriated and deposited by the City in the Supplemental Revenue Account, to pay the principal of, and interest on the Series 2016 Bonds and to fund any deficiency in the Reserve Account.

Covenant to Budget and Appropriate

As further security for the payment of the principal of and interest on the Series 2016 Bonds, the City covenanted and agreed, pursuant to the Ordinance, to the extent permitted by and in accordance with applicable law and budgetary processes, to prepare, approve and appropriate in its annual budget for each Fiscal Year, by amendment if necessary, legally available Non-Ad Valorem Revenues of the City in an amount which is sufficient when added together with the amounts on deposit in the Redevelopment Trust Fund, to pay all interest and principal payable on the Series 2016 Bonds in the then current Fiscal Year, plus an amount sufficient to satisfy the other payment obligations of the Agency under the Bond Resolution for the applicable Fiscal Year, including, without limitation, the obligations of the Agency to fund and cure deficiencies in the Reserve Account. Such covenant and agreement on the part of the City to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues is cumulative, and shall continue until such legally available Non-Ad Valorem Revenues in amounts sufficient to make all required payments under the Bond Resolution as and when due, including any delinquent payments, shall have been budgeted, appropriated and actually paid into the appropriate Funds and Accounts, under the Bond Resolution; provided, however, that such covenant shall not constitute a lien, either legal or equitable, on any of the City's legally available Non-Ad Valorem Revenues or other revenues, nor shall it preclude the City from pledging in the future any of its legally available Non-Ad Valorem Revenues or other revenues to other obligations (subject to the anti-dilution provisions set forth in the Ordinance), nor shall it give the Bondholders a prior claim on the legally available Non-Ad Valorem Revenues. Anything in the Ordinance to the contrary notwithstanding, all obligations of the City under the Ordinance shall be secured only by the legally available Non-Ad Valorem Revenues actually budgeted and appropriated and deposited into the Supplemental Revenue Account of the Redevelopment Trust Fund, as provided for in the Bond Resolution. The City may not expend moneys not appropriated or in excess of its current budgeted revenues. The obligation of the City to budget, appropriate and make payments under the Ordinance from its legally available Non-Ad Valorem Revenues is subject to the availability of legally available Non-Ad Valorem Revenues after satisfying funding requirements for obligations having an

express lien on or pledge of such revenues and after paying all Essential Services Expenses. The City's covenant and agreement to budget and appropriate sufficient amounts of legally available Non-Ad Valorem Revenues for the purposes described in the Ordinance shall be referred to herein as the "Covenant." Moneys appropriated pursuant to this covenant to budget and appropriate shall be transferred to the Agency for deposit to the Supplemental Revenue Account established under the Bond Resolution, at the times and in the amounts required by the Bond Resolution.

Notwithstanding anything to the contrary contained in the Ordinance, the City shall not continue to be obligated to pay Non-Ad Valorem Revenues to the Agency for deposit to the Supplemental Revenue Account of the Redevelopment Trust Fund and the Covenant and the anti-dilution test set forth in the Ordinance as they relate to the Series 2016 Bonds shall be released and extinguished (subject to reinstatement as hereinafter provided) upon the happening of the following events and conditions (the "Covenant Release"):

(1) the Tax Increment Revenues remaining after payment or provision for payment of the operating expenses of the Agency for each and any two (2) consecutive Fiscal Years of the Agency, as certified by the Finance Director/City Treasurer of the City, shall have been at least equal to one hundred fifty percent (150%) of the Maximum Annual Debt Service Requirement on the Series 2016 Bonds;

(2) written evidence has been received by the Agency (with copies furnished by the Agency to the City, the issuer of any municipal bond insurance policy in respect of the Series 2016 Bonds and the issuer of any debt service reserve account insurance policy deposited to the Reserve Account) that either (i) the issuers of such policies have consented to the Covenant Release or (ii) that the underlying ratings, if any, assigned or to be assigned to the Series 2016 Bonds by, as applicable, Fitch Ratings and S&P Global Inc., successor to Standard & Poor's Ratings Services ("S&P") (to the extent any of such agencies then maintain ratings with respect to the Series 2016 Bonds) immediately after the Covenant Release are not lower than the ratings assigned to the Series 2016 Bonds immediately before the Covenant Release; and

(3) the Agency shall have caused notice of the Covenant Release to be mailed to the registered owners of the Series 2016 Bonds, to each rating agency maintaining a rating on the Series 2016 Bonds, the issuer of any municipal bond insurance policy in respect of the Series 2016 Bonds and the issuer of any debt service reserve account insurance policy deposited to the Reserve Account.

Notwithstanding the above, if the Tax Increment Revenues in any Fiscal Year after the Covenant Release, as set forth in the annual audit of the Agency, fail to satisfy the coverage percentage set forth in paragraph (1) above, then the Covenant and the anti-dilution test shall be deemed to be reinstated as of the first day of the Fiscal Year immediately following the Fiscal Year to which such annual audit relates and shall thereafter remain in effect until such time as the conditions set forth in paragraphs (1) through (3) above have again been satisfied, at which time the Covenant and the anti-dilution test shall again be deemed to be released; provided that the Covenant and the anti-dilution test shall thereafter from time to time be subject to reinstatement and release as hereinbefore provided.

Flow of Funds

Pursuant to the Redevelopment Act, the City created the Redevelopment Trust Fund of the Agency and the designation of the Community Redevelopment Area. See "THE COMMUNITY REDEVELOPMENT AGENCY" herein. The Bond Resolution creates two accounts within the Redevelopment Trust Fund: (i) the Port St. Lucie Community Redevelopment Area Account (the "CRA Account") and (ii) the Port St. Lucie Community Redevelopment Area Supplemental Revenue Account (the "Supplemental Revenue Account"). The Bond Resolution also creates the "Port St. Lucie Community Redevelopment Area Sinking Fund Account" (the "Sinking Fund Account") and establishes four (4) separate subaccounts therein: (i) the Port St. Lucie Community Redevelopment Area Interest Account (the "Interest Account"); (ii) the Port St. Lucie Community Redevelopment Area Principal Account (the "Principal Account"); (iii) the Port St. Lucie Community Redevelopment Area Bond Redemption Account (the "Bond Redemption Account") and (iv) the Port St. Lucie Community Redevelopment Area Reserve Account (the "Reserve Account").

Deposits of Tax Increment Revenues into the CRA Account. Immediately upon receipt, the Agency must deposit any Tax Increment Revenues into the CRA Account. Tax Increment Revenues in the CRA Account may be applied only to (i) the payment of principal of, redemption premium, if any, and interest on the Bonds and such other payments, including, without limitation, the funding of the Reserve Account, as provided in the Bond Resolution, (ii) the payment of principal of, redemption premium, if any, and interest on any Additional Parity Bonds issued in accordance with the Bond Resolution and such other payments as are required pursuant to the Bond Resolution under which any Additional Parity Bonds are issued, and (iii) such other payments as are permitted under the Redevelopment Act or any successor statutory provision, including repayment to the City of amounts advanced pursuant to the Covenant and payment of any subordinated indebtedness.

Deposits to the Sinking Fund Account. Immediately upon receipt of Tax Increment Revenues in the CRA Account, but subject to the provisions of the next paragraph, the Agency must transfer from the CRA Account to the Sinking Fund Account such amount of Net Tax Increment Revenues as is necessary to pay all interest and principal payable on the Bonds in the then current Fiscal Year and to fund any deficiency in the Reserve Account. Notwithstanding anything to the contrary contained in the Bond Resolution, prior to the transfer of Tax Increment Revenues from the CRA Account to the Sinking Fund Account as described above, the Agency must set aside from such moneys an amount equal to the amount specified in the Annual Budget for the Agency relating to the Community Redevelopment Area for such Fiscal Year as the Operating Expenses of the Agency for such Fiscal Year, less any amounts already set aside or otherwise held for such purpose by the Agency. The amount so set aside will be held by the Agency in a special account within the Redevelopment Trust Fund and applied solely to the payment of the Operating Expenses of the Agency relating to the Community Redevelopment Area for such Fiscal Year.

Deposits to the Supplemental Revenue Account. On the tenth (10th) day prior to an Interest Payment Date, if the amounts on deposit in the Sinking Fund Account for the payment of principal of or interest on the Bonds on such Interest Payment Date are insufficient for such purpose, the Agency must notify the City of such deficiency and the City must, no later than the third (3rd) day prior to such Interest Payment Date, transfer to the Agency for deposit in the Supplemental Revenue Account Supplemental Revenues in an amount which, together with the Net Tax Increment Revenues on deposit in the Sinking Fund Account, are sufficient to pay all interest and principal payable on the Bonds on such Interest Payment Date and to fund any deficiency in the Reserve Account. Immediately upon

deposit therein, the Agency must transfer all amounts in the Supplemental Revenue Account to the Sinking Fund Account.

Use of Moneys in the Sinking Fund Account. All amounts deposited in the Sinking Fund Account will be applied by the Agency in the following manner:

> First, to the full extent necessary, (a) for deposit into the Interest Account such sums as are sufficient to pay the interest becoming due on the Bonds on the next Interest Payment Date, except that no such deposit will be required to the extent that money on deposit is sufficient for such purpose, (b) for deposit into the Principal Account such sums as are sufficient to pay the principal amount of Serial Bonds which will mature during such Fiscal Year, except that no such deposit will be required to the extent that money on deposit is sufficient for such purpose, and (c) for deposit into the Bond Redemption Account such sums as are sufficient to meet the Amortization Requirements of the Term Bonds payable during such Fiscal Year, except that no such deposit will be required to the extent that money on deposit is sufficient for such purpose;
>
> Next, to the full extent necessary, for deposit into the Reserve Account the difference between the amount on deposit in the Reserve Account and the Reserve Requirement for the Bonds Outstanding. [''Reserve Requirement'' means the lesser of (i) the Maximum Annual Debt Service Requirement on all Bonds Outstanding, (ii) 125% of the Average Annual Debt Service Requirement on all Bonds Outstanding, (iii) 10% of the proceeds of the Bonds within the meaning of the Code, or (iv) such other amount as is determined with respect to the provisions of a Supplemental Resolution authorizing the issuance of such series of Bonds.] See "SECURITY AND SOURCES OF PAYMENT-Reserve Account" herein.

Amounts on deposit in the Interest Account will be used to pay interest on the Bonds when due, amounts on deposit in the Principal Account will be used to pay principal on the Serial Bonds when due, and amounts on deposit in the Bond Redemption Account will be used to purchase or pay the redemption price or principal at maturity on the Term Bonds when due. Amounts on deposit in the Reserve Account will be used to make up for deficiencies in any of the other accounts or subaccounts in the Sinking Fund Account. See "SECURITY AND SOURCES OF PAYMENT - Reserve Account" herein.

If Tax Increment Revenues that are allocable to a past or the current Fiscal Year are received by the Agency and the amounts on deposit in the Sinking Fund Account and the subaccounts therein are in excess of the amounts required to pay the interest and principal on the Bonds due in the current Fiscal Year plus the amount, if any, required to cure any deficiency in the Reserve Account, such excess amounts, upon the written request of the City, will be released from the lien of the Bond Resolution and paid to the City in reimbursement of Supplemental Revenues previously deposited in the Supplemental Revenue Account and not reimbursed to the City; provided, however, that in no event shall the total amount of Tax Increment Revenues paid to the City in reimbursement of Supplemental Revenues previously deposited in the Supplemental Revenue Account exceed the total amount of Supplemental Revenues previously deposited in the Supplemental Revenue Account, taking into account any amount for which the City has already been reimbursed.

The Bond Resolution provides that the Agency shall, on or before each Interest Payment Date or principal payment date, transfer or cause to be transferred to the Paying Agent for deposit in an account to

be designated the " Port St. Lucie Community Redevelopment Area Payment Account" to be established and maintained by the Paying Agent (the "Payment Account") an amount sufficient to pay the then current principal of, Amortization Requirements, if any, and interest on the Bonds then due and payable. The Payment Account shall be held for the benefit of the holders of the Bonds then due and payable and shall constitute a trust fund held solely for the purposes provided in the Bond Resolution.

The Bond Resolution also creates a Port St. Lucie Community Redevelopment Area Rebate Account (the "Rebate Account"), which account shall be maintained by the Agency separate and apart from all other funds and accounts of the Agency and which account shall not be subject to the lien of the Bond Resolution in favor of holders of the Bonds. The Agency shall deposit into the Rebate Account the amounts required to be paid to the United States of America to satisfy the arbitrage rebate covenants made by the Agency in connection with the issuance of the Bonds.

Reserve Account

The Bond Resolution requires the establishment of a Reserve Account to be funded in an amount equal to the Reserve Requirement. **[The Reserve Requirement for the Series 2016 Bonds shall be determined by the City at or prior to the sale of the Series 2016 Bonds.]**

[The Bond Resolution provides that in the event, upon the occurrence of any deficiency in the Interest Account, the Principal Account or the Bond Redemption Account, the Reserve Account is then funded with a Reserve Account Credit Facility, the Agency or the Paying Agent, as applicable, shall, on an interest or principal payment date or mandatory redemption date to which such deficiency relates, draw upon or cause to be paid under the Reserve Account Credit Facility an amount sufficient to remedy such deficiency, in accordance with the terms and provisions of the Reserve Account Credit Facility, and any corresponding reimbursement or other agreement governing the Reserve Account Credit Facility; provided, however, that if at the time of such deficiency the Reserve Account is only partially funded with a Reserve Account Credit Facility, prior to drawing on the Reserve Account Credit Facility, the Agency or the Paying Agent, as applicable, shall first apply any cash and securities on deposit in the Reserve Account to remedy the deficiency and, if after such application a deficiency still exists, the Agency or the Paying Agent, as applicable, shall make up the balance of the deficiency by drawing on the Reserve Account Credit Facility. If at any time more than one Reserve Account Credit Facility is on deposit in the Reserve Account, such Reserve Account Credit Facilities shall be drawn upon on a pro rata basis, after applying any cash or securities on deposit in the Reserve Account. Any amounts drawn under a Reserve Account Credit Facility shall be reimbursed to the issuer thereof in accordance with the terms and provisions of the reimbursement or other agreement governing such Reserve Account Credit Facility.]

Additional Bonds

The Bond Resolution provides that the Agency may issue "Additional Parity Bonds" (as defined in the Bond Resolution) after the issuance of the Series 2016 Bonds and payable on a parity with the Series 2016 Bonds then Outstanding out of Pledged Revenues if the following conditions are satisfied:

(1) The Agency must be current in all deposits into the various accounts and subaccounts and all payments theretofore required to have been deposited or made by it under the provisions of the Original Resolution and any Series Resolution pursuant to which Additional Parity Bonds have been issued and the Agency must be currently in compliance with the

covenants and provisions of the Original Resolution and any Series Resolution thereafter adopted for the issuance of Additional Parity Bonds; unless upon the issuance of such Additional Parity Bonds, the Agency will be in compliance with all such covenants and provisions.

(2) The amount of the Net Tax Increment Revenues together with the Non-Ad Valorem Revenues of the City received during the immediately preceding Fiscal Year of the City, as certified by the Finance Director/City Treasurer, were at least equal to one hundred fifty percent (150%) of the Maximum Annual Debt Services Requirements on (i) the Bonds then Outstanding, (ii) any Additional Parity Bonds theretofore issued and then Outstanding, and (iii) the Additional Parity Bonds then proposed to be issued; provided, however, that upon the release and extinguishment of the City's covenant to budget and appropriate Non-Ad Valorem Revenues and provided by the Original Resolution, the foregoing calculation will be based on the Net Tax Increment Revenues (as opposed to the Net Tax Increment Revenues, together with the Non-Ad Valorem Revenues) received during the immediately preceding Fiscal Year, as certified by the Executive Director.

(3) The Agency need not comply with subparagraph (2) of this subsection in the issuance of Additional Parity Bonds if and to the extent the bonds to be issued are refunding bonds, that is, delivered in lieu of or in substitution for the Bonds issued under the Bond Resolution, if the Agency shall cause to be delivered a certificate of the Executive Director setting forth (i) the aggregate Debt Service Requirements (A) with respect to all the Bonds Outstanding immediately prior to the date of authentication and delivery of such refunding bonds, and (B) with respect to the Bonds to be Outstanding immediately thereafter, and (ii) that the aggregate Debt Service Requirements set forth pursuant to (B) above is no greater than that set forth pursuant to (A) above.

Other Obligations Secured by Pledged Funds

Except upon the conditions and in the manner provided in the Bond Resolution, the Agency has covenanted that it will not issue any other obligations payable from the Pledged Funds, including, without limitation, the Tax Increment Revenues, nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge having priority to or being on a parity with the lien of the Bonds; provided, however, that the Agency may enter into agreements with issuers of credit facilities and liquidity facilities which involve liens on the Pledged Funds on a parity with that of the series of bonds or portion thereof which is supported by such credit facilities or liquidity facilities. Any other obligations payable from the Pledged Funds, in addition to the Bonds or Additional Parity Bonds issued under the terms, restrictions and conditions contained in the Bond Resolution, shall be incurred only in respect of the Community Redevelopment Area and shall provide that such obligations are junior, inferior and subordinate in all respects to the Series 2016 Bonds or Additional Parity Bonds issued under the terms, restrictions and conditions of the Bond Resolution, as to lien on and source and security for payment from the Pledged Funds, including, without limitation, the Tax Increment Revenues, and in all other respects.

TRUST FUND REVENUES

Sources of Trust Fund Revenues

The jurisdictions remitting tax increment revenue to the Agency include the City of Port St. Lucie, St. Lucie County, and the St. Lucie County Fine and Forfeiture Fund. Pursuant to an Interlocal Agreement between the City and St. Lucie County Fire District, the St. Lucie County Fire District stopped remitting Tax Increment Revenues to the Agency in Fiscal Year 2007-2008.

In both the Original CRA and East Lake Village, the participating taxing authorities levying property taxes within these areas are required to annually deposit an amount equal to 95% of the incremental property tax revenues they receive from properties within those corresponding areas. In the CRA Expansion Area, the participating taxing authorities are required to annually deposit an amount equal to 95% of the incremental property tax revenues they receive from properties within the CRA Expansion Area; however, this requirement is subject to the following major exception set forth by Section 163.387(1)(b)(1)(a), Florida Statutes:

> If a taxing authority imposes a millage rate that exceeds the millage rate imposed by the governing body that created the trust fund, the amount of tax increment to be contributed by the taxing authority imposing the higher millage rate shall be calculated using the millage rate imposed by the governing body that created the trust fund.

Based upon this exception, if the County's millage rate is higher than the City's, which it has been historically, the County shall calculate its tax increment payment for the CRA Expansion Area only by using the City's millage rate instead of its own higher rate.

Ordinance 12-30 set the tax increment at 50 percent of the difference between the current valuation of all levied properties within the Southern Grove Community Redevelopment Area boundary compared to the base year valuation of the same properties. The ordinance establishes the base year as January 1, 2012. The collection of tax increment revenue within the Southern Grove District of the Community Redevelopment Area began in Fiscal Year 2013-2014. **[Tax increment revenues generated from the Southern Grove District of the Community Redevelopment Area are not pledged to the Series 2016 Bonds.]**

The following table provides a summary of the historical tax increment revenue for the Original CRA, East Lake Village, and the CRA Expansion Area. In Fiscal Year 2013-2014, the Agency saw an increase in Tax Increment Revenues for the first time in seven years.

Historical Tax Increment Revenues

Year	Original CRA	East Lake Village	CRA Expansion Area	Total	Percent Increase Over Prior Year
2005-2006	$2,065,595.93	$ 97,770.21	N/A	$2,163,366.14	27.05%
2006-2007	2,945,478.14	467,451.21	N/A	3,412,929.35	57.76
2007-2008	2,390,324.60	572,095.62	$64,098.48	3,026,518.70	-11.32
2008-2009	2,068,976.88	557,777.70	28,552.88	2,655,307.45	-12.27
2009-2010	1,309,651.45	497,964.41	0	1,807,615.87	-31.92
2010-2011	1,148,878.02	454,655.01	0	1,603,533.04	-11.29
2011-2012	970,327.99	377,895.62	0	1,348,223.61	-15.92
2012-2013	894,081.04	347,476.86	0	1,241,557.90	-7.91
2013-2014	935,968.17	348,045.53	0	1,284,013.70	3.42
2014-2015	1,080,336.79	377,015.98	0	1,457,352.77	13.50
2015-2016	1,373,003.78	455,386.53	0	1,828,390.31	25.46

Source: City of Port St. Lucie Finance Department

The following table provides a summary of the historical assessment (taxable) values in the Original CRA, East Lake Village, and the CRA Expansion Area as of January 1st of each year. In Fiscal Year 2014-2015, the Agency saw a slight increase in the overall property values.

Historical Taxable Property Values

Year	Original CRA	East Lake Village	CRA Expansion Area	Total Taxable Value	Percent Increase Over Prior Year
2005-2006	$390,245,781	$ 7,797,800	N/A	$398,043,581	13%
2006-2007	479,555,744	39,495,400	$67,996,925	587,048,069	47
2007-2008	504,507,763	64,464,800	78,555,575	647,528,138	10
2008-2009	468,762,261	62,858,424	72,762,713	604,383,398	-7
2009-2010	373,063,532	53,485,838	61,208,156	487,757,526	-19
2010-2011	341,274,200	43,227,900	51,696,688	436,198,788	-11
2011-2012	322,052,986	35,240,228	49,125,050	406,418,264	-7
2012-2013	315,799,817	32,767,158	49,497,554	398,064,529	-2
2013-2014	319,740,433	32,823,518	50,268,987	402,832,938	1
2014-2015	331,856,842	35,065,335	53,257,662	420,179,839	4
2015-2016	345,430,240	37,852,969	57,178,753	440,461,962	5

Source: City of Port St. Lucie Finance Department

The Series 2016 Bonds are payable from and secured by a lien on and pledge of Trust Fund Revenues actually deposited into the Redevelopment Trust Fund which lien does not attach until the Trust Fund Revenues are deposited into the Redevelopment Trust Fund. However, pursuant to the Bond Resolution, the Agency is obligated to deposit Trust Fund Revenues in the Redevelopment Trust Fund immediately upon receipt and to cause all amounts (other than amounts redeposited therein from the Redevelopment Trust Fund in accordance with the Bond Resolution) in the Redevelopment Trust Fund as

and when received to be deposited into the Redevelopment Trust Fund. The holders of the Series 2016 Bonds have no right to require the imposition of any tax or the establishment of any rate of taxation in order to pay the principal and interest on the Series 2016 Bonds.

Calculation of Trust Fund Revenues

To understand the method of measuring and calculating the contribution required to be made by the taxing authorities, the general method of fixing millage must be considered.

Florida law currently mandates the following procedures in fixing millage rates*:

(a) January 1 of each year is the statutory measurement date used by the County Property Appraiser for establishing just value of real property within the County. Real property having improvements or portions not substantially completed on January 1 are deemed to have no value placed thereon and substantially completed property as of January 1 shall be assessed by the County Property Appraiser based on its just value.

(b) On or before July 1 of each year, the County Property Appraiser is required to complete his assessment of the value of all property located within the County (unless extended for good cause by the Florida Department of Revenue). Upon completion of this assessment, the County Property Appraiser is required to certify to each taxing authority the taxable value within the jurisdiction of the taxing authority. This certification includes the just value of new construction, additions to structures, deletions, and property added due to geographic boundary changes substantially complete as of January 1 of such year.

(c) Each taxing authority is required to compute the millage known as the "rolled back rate," which is the rate that, exclusive of new construction, additions to structures, deletions, increases in the value of improvements that have undergone a substantial rehabilitation which increased the assessed value of such improvements by at least 100%, and property added due to geographic boundary changes, will provide the same ad valorem tax revenue for each taxing authority as was levied during the prior year.

(d) Upon preparation of a tentative budget, but prior to adoption thereof, each taxing authority in addition to computing the "rolled back rate" is required to compute the proposed millage rate which would be necessary to fund the tentative budget, other than the portion of the budget to be funded from other than ad valorem taxes. In computing proposed millage rates, each taxing authority shall utilize not less than 95% of the taxable value certified by the County Property Appraiser. In establishing the tentative budget and proposed millage rate the taxing authority is not bound by the "rolled back rate" and in accordance with State law may exceed the "rolled back rate" or may even adopt a tentative budget and proposed millage rate which would be less than the "rolled back rate".

(e) Within 30 days of the County Property Appraiser's certification, each taxing authority is required to advise the County Property Appraiser of its proposed millage rate and the date and time at which a public hearing will be held to consider the proposed millage rate

*This synopsis of the procedure for establishing millage rates is for the purpose of providing a general overview of the procedure. There may be exceptions, statutory appeals and extensions which are not set forth herein. For more specific detail, refer to Chapters 129, 163, 193, 194, and 200 of Florida Statutes.

and the tentative budget. The County Property Appraiser utilizes this information in preparing the notice of proposed property taxes required to be mailed to property owners. Additionally, if this information is not provided in a timely fashion as required by statute, the taxing authority is prohibited from levying a millage rate greater than the "rolled back rate" for the upcoming Fiscal Year.

(f) Each taxing authority is statutorily required to hold a minimum of two public hearings on the proposed millage rate and tentative budget prior to adopting a final millage rate and a final budget. At the first public hearing the taxing authority may amend the tentative budget and proposed millage rate as it sees fit and adopt a tentative budget and proposed millage rate. At the second public hearing the taxing authority may adopt the final budget and final millage rate. The final millage rate adopted at the second hearing cannot exceed the tentative millage rate adopted at the first public hearing. Except as otherwise provided by statute, the millage rate (exclusive of ad valorem debt service millage) for the County and the City cannot annually exceed 10 mills each without voter approval.

The final millage rate is that millage rate used to calculate the tax increment payments required to be made to the Redevelopment Trust Fund on or before January 1 of the next year. Final millage rates generally should have been adopted by October 1 of each year to allow sufficient time for taxing authorities to calculate the required payment to the Redevelopment Trust Fund and submit same on or before January 1. Pursuant to statute, unless otherwise permitted by law, final budgets must be adopted by taxing authorities prior to the beginning of a taxing authority's Fiscal Year, which is October 1. Typically, property tax statements are mailed to property owners on or about November 1, with collection through November 30 providing a maximum discount of 4% and descending to 0% as of March 1 of the following year. Taxes are delinquent as of April 1. Pursuant to the Redevelopment Act, tax increment payments are to be made to the Redevelopment Trust Fund by January 1 of each year based on the statutory calculation without regard to the actual collections or adjustments made by the taxing authority.

Millage Rates

The table below summarizes the historic operating millage rates for operations levied within the Community Redevelopment Area for the Fiscal Years 2000 (original Base Year) through 2015.

CITY OF PORT ST. LUCIE, FLORIDA
HISTORICAL TAXING AUTHORITY MILLAGE RATES
2000- 2016

Historical Millage Rates

Fiscal Year	County-Gen. Millage	County-F&F Millage	Fire District Fund Millage	City-Gen. Millage
2000-2001 (Base Year)	N/A	N/A	N/A	N/A
2001-02	2.9639	4.6155	2.6726	4.2733
2002-03	2.9639	4.6155	2.6726	4.6066
2003-04	4.0728	3.5066	2.7800	4.9399
2004-05	4.1248	3.3178	2.7800	4.6899
2005-06	4.2619	2.9807	2.7562	3.6899
2006-07	4.2734	2.3778	2.4562	3.4399
2007-08	4.2299	1.9352	N/A*	3.2172
2008-09	3.6173	2.5478	N/A	3.2172
2009-10	3.6173	2.5478	N/A	3.6866
2010-11	2.8707	3.9699	N/A	4.3098
2011-12	2.9221	3.9699	N/A	4.5096
2012-13	2.9221	3.9699	N/A	4.4096
2013-14	2.9221	3.9699	N/A	4.4096
2014-15	3.7764	3.2699	N/A	4.4096
2015-16	4.1273	3.2699	N/A	5.4096

Source: City of Port St. Lucie Finance Department

** The St. Lucie County Fire District stopped remitting Tax Increment Revenues in Fiscal Year 2007-2008.*

Ad Valorem Taxation

State law requires that all real and personal property be assessed at its just or fair market value. No ad valorem taxes may be levied by the State upon real estate or tangible personal property. Such taxes may be levied only by counties, school districts, municipalities and certain special districts. Railroad properties are centrally assessed at the State level. Real property used for the following purposes is generally exempt from ad valorem taxation: religious, educational, charitable, scientific, literary, and governmental. Every person who has the legal title or beneficial title in equity to real property in the State and who resides thereon and in good faith makes the same his or her permanent residence or the permanent residence of others legally or naturally dependent upon such person is entitled to a "homestead exemption" from ad valorem taxation by counties up to the assessed valuation of $25,000 on the residence and contiguous real property. In addition, there are special exemptions for widows, low-income seniors, permanently disabled veterans, hospitals, and homes for the aged and disabled veterans. Agricultural land, non-commercial recreational land, inventory, and livestock are assessed at less than 100% of fair market value. On October 6, 1999, the City Council enacted Ordinance No. 99-38, granting the additional $25,000 homestead exemption to residents who have attained age 65 and whose household income does not exceed $20,000.

Article VII, Section 4 of the State Constitution was amended to limit the increases in assessed just value of homestead property to the lesser of (1) three percent of the assessment for the prior year or (2) the percentage change in the Consumer Price Index for all urban consumers, U.S. City Average, all items 1967=100, or successor reports for the preceding calendar year as initially reported by the United States Department of Labor, Bureau of Labor Statistics. Further, Article VII, Section 4 provides that (1) no assessment shall exceed just value, (2) after any change of ownership of homestead property or upon termination of homestead status such property shall be reassessed at just value as of January 1 of the year following the year of sale or change of status, (3) new homestead property shall be assessed at just value as of January 1 of the year following the establishment of the homestead, and (4) changes, additions, reductions or improvements to homestead shall initially be assessed as provided for by general law, and thereafter as provided in the amendment. This amendment is known as the "Save Our Homes Amendment." The effective date of the amendment was January 5, 1993, and, pursuant to a ruling by the Supreme Court of the State of Florida, it began to affect homestead property valuations commencing January 1, 1995, with 1994 assessed values being the base year for determining compliance. See below for information concerning changes in law that affect ad valorem taxes.

Constitutional Amendments Related to Ad Valorem Exemptions

On January 29, 2008, in a special election held in conjunction with State's presidential primary, the requisite number of voters approved amendments to the State Constitution exempting certain portions of a property's assessed value from taxation. These amendments were effective beginning with the 2008 tax year (Fiscal Year 2008-09 for local governments). The following is a brief summary of certain important provisions contained in such amendments:

1. Provides for an additional exemption for the assessed value of homestead property between $50,000 and $75,000, thus doubling the existing homestead exemption for property with an assessed value equal to or greater than $75,000.

2. Permits owners of homestead property to transfer their Save Our Homes Amendment benefit (up to $500,000) to a new homestead property purchased within two years of the sale of their previous homestead property to which such benefit applied if the just value of the new homestead is greater than or is equal to the just value of the prior homestead. If the just value of the new homestead is less than the just value of the prior homestead, then owners of homestead property may transfer a proportional amount of their Save Our Homes Amendment benefit, such proportional amount equaling the just value of the new homestead divided by the just value of the prior homestead multiplied by the assessed value of the prior homestead. As discussed above, the Save Our Homes Amendment generally limits annual increases in ad valorem tax assessments for those properties with homestead exemptions to the lesser of three percent (3%) or the annual rate of inflation.

3. Exempts from ad valorem taxation $25,000 of the assessed value of property subject to tangible personal property tax.

4. Limits increases in the assessed value of non-homestead property to 10% per year, subject to certain adjustments. The cap on increases would be in effect for a 10 year period, subject to extension by an affirmative vote of electors.

Over the last few years, the Save Our Homes Amendment assessment cap and portability provisions described above have been subject to legal challenge. The plaintiffs in such cases have argued that the Save Our Homes Amendment assessment cap constitutes an unlawful residency requirement for tax benefits on substantially similar property in violation of the equal protection provisions of the Florida Constitution and the Privileges and Immunities Clause of the Fourteenth Amendment to the United States Constitution. The plaintiffs also argued that the portability provision simply extends the unconstitutionality of the tax shelters granted to long-term homeowners by Save Our Homes Amendment. The courts in each case have rejected such constitutional arguments and upheld the constitutionality of such provisions; however, there is no assurance that any future challenges to such provisions will not be successful. Any potential impact on the Agency or its finances as a result of such challenges cannot be ascertained at this time.

In addition to the legislative activity described above, the constitutionally mandated Florida Taxation and Budget Reform Commission (required to be convened every 20 years) (the "TBRC") completed its meetings on April 25, 2008 and placed several constitutional amendments on the November 4, 2008 General Election ballot. Three of such amendments were approved by the voters of the State, which, among other things, do the following: (a) allow the State Legislature, by general law, to exempt from assessed value of residential homes, improvements made to protect property from wind damage and installation of a new renewable energy source device; (b) assess specified working waterfront properties based on current use rather than highest and best use; (c) provide a property tax exemption for real property that is perpetually used for conservation (began in 2010); and, (d) for land not perpetually encumbered, require the State Legislature to provide classification and assessment of land use for conservation purposes solely on the basis of character or use.

Exemption for Deployed Military Personnel

In the November 2010 General Election voters approved a constitutional amendment which provides an additional homestead exemption for deployed military personnel. The exemption equals the percentage of days during the prior calendar year that the military homeowner was deployed outside of

the United States in support of military operations designated by the State Legislature. This constitutional amendment took effect on January 1, 2011.

Other Proposals Affecting Ad Valorem Taxation

During the State Legislature's 2011 Regular Session, it passed Senate Joint Resolution 592 ("SJR 592"). SJR 592 allows totally or partially disabled veterans who were not State residents at the time of entering military service to qualify for the combat-related disabled veteran's ad valorem tax discount on homestead property. This amendment took effect on January 1, 2013.

During the State Legislature's 2012 Regular Session, it passed House Joint Resolution 93 ("HJR 93"). HJR 93 allows the State Legislature to provide ad valorem tax relief to the surviving spouse of a veteran who died from service-connected causes while on active duty as a member of the United States Armed Forces and to the surviving spouse of a first responder who died in the line of duty. The amount of tax relief, to be defined by general law, can equal the total amount or a portion of the ad valorem tax otherwise owed on the homestead property. This amendment took effect on January 1, 2013.

Also during the State Legislature's 2012 Regular Session, it passed House Joint Resolution 169 ("HJR 169") allowing the State Legislature by general law to permit counties and municipalities, by ordinance, to grant an additional homestead tax exemption equal to the assessed value of homestead property to certain low income seniors. To be eligible for the additional homestead exemption the county or municipality must have granted the exemption by ordinance; the property must have a just value of less than $250,000; the owner must have title to the property and maintained his or her permanent residence thereon for at least 25 years; the owner must be age 65 years or older; and the owner's annual household income must be less than $27,300.

Each of the above described proposals were approved as amendments to the Florida Constitution by the voters on November 6, 2012. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the Trust Fund Revenues.

During the State Legislature's 2013 Regular Session, it passed Senate Bill 1830 ("SB 1830"), which created a number of changes affecting ad valorem taxation and became effective July 1, 2013. First, SB 1830 provides long-term lessees the ability to retain their homestead exemption and related assessment limitations and exemptions in certain instances and extends the time for property owners to appeal value adjustment board decisions on transfers of assessment limitations to conform with general court filing timeframes. Second, SB 1830 inserts the term "algaculture" in the definition of "agricultural purpose" and inserts the terms "aquacultural crops" in the provision specifying the valuation of certain annual agricultural crops, nonbearing fruit trees and nursery stock. Third, SB 1830 allows for an automatic renewal for assessment reductions related to certain additions to homestead properties used as living quarters for a parent or grandparent and aligns related appeal and penalty provisions to those for other homestead exemptions. Fourth, SB 1830 deletes a statutory requirement that the owner of the property must reside upon the property to qualify for a homestead exemption, provided it is the permanent residence of another person legally or materially dependent upon such owner. Fifth, SB 1830 clarifies the property tax exemptions counties and cities may provide for certain low income persons age 65 and older. Sixth, SB 1830 removes a residency requirement that a senior disabled veteran must have been a State resident at the time they entered the service to qualify for certain property tax exemptions. Seventh, SB 1830 repeals the ability for certain limited liability partnerships to qualify for the affordable housing

property tax exemption. Eighth, SB 1830 exempts property used exclusively for educational purposes when the entities that own the property and the educational facility are owned by the same natural persons.

Also during the State Legislature's 2013 Regular Session, the State Legislature passed House Bill 277 ("HB 277"), which was signed into law by the Governor. HB 277 provides that certain renewable energy devices are exempt from being considered when calculating the assessed value of residential property. HB 277 only applies to devices installed on or after January 1, 2013. HB 277 took effect on July 1, 2013.

Also during the State Legislature's 2013 Regular Session, the State Legislature passed House Bill 1193 ("HB 1193"), which was signed into law by the Governor. HB 1193 eliminated three ways in which the property appraiser had authority to reclassify agricultural land as non-agricultural land. Additionally, HB 1193 relieves the value adjustment board of the authority to review the property appraisers in certain circumstances. HB 1193 was effective immediately and will apply retroactively to January 1, 2013.

Legislative Proposals Relating to Ad Valorem Taxation

During recent years, various other legislative proposals and constitutional amendments relating to ad valorem taxation have been introduced in the State legislature. Many of these proposals provide for new or increased exemptions to ad valorem taxation, limit increases in assessed valuation of certain types of property, or otherwise restrict the ability of local governments in the State to levy ad valorem taxes at recent, historical levels. There can be no assurance that similar or additional legislative or other proposals will not be introduced or enacted in the future that would, or might apply to, or have a material adverse effect upon, the Trust Fund Revenues.

[Remainder of Page Intentionally Left Blank]

DESCRIPTION OF NON-AD VALOREM REVENUES

The following is a description of the major Non-Ad Valorem Revenue sources from which the City may budget and appropriate to cure deficiencies in the Reserve Account.

Guaranteed Entitlement Funds

The Florida Revenue Sharing Act of 1972, as codified in Chapter 218, Part II, Florida Statutes (the "Revenue Sharing Act"), provides for the distribution of certain State revenues to eligible counties and municipalities. The Revenue Sharing Act includes a formula for the monthly distribution of available revenues in the Revenue Sharing Trust Fund for Municipalities which provides that each eligible municipality is entitled to receive a certain amount of such tax revenues, to the extent available, at least equal to the amount received by such municipality from certain revenues derived from taxes on cigarettes, road use and tax on motor fuel in fiscal year ended June 30, 1972 (called the "Guaranteed Entitlement"). Any government exercising municipal powers under section 6(f), Article VIII of the State Constitution may not receive less than the aggregate amount it received from the Revenue Sharing Trust Fund for Municipalities in the preceding fiscal year, plus a percentage increase in such amount equal to the percentage increase of the Revenue Sharing Trust Fund for Municipalities for the preceding fiscal year.

Mobile Home Licenses

Section 320.08, Florida Statutes, imposes an annual license tax in lieu of ad valorem taxes upon mobile homes which are not permanently affixed to real property. The annual license taxes are remitted by the Tax Collector to the State of Florida. Pursuant to Section 320.081, Florida Statutes, after deduction of a service charge for each license issued, the State remits to the School Board of the county one half of the proceeds collected on each license and the remainder the county derived from licenses issued to mobile homes located within the unincorporated area of the county or to any city within such county, for units which are located within its corporate limits.

Professional and Occupational License Tax

Section 205.042, Florida Statutes, authorizes the City to levy by ordinance and/or resolution an occupational license tax for the privilege of engaging in or managing any business, profession or occupation within its jurisdiction. An Occupational License Tax may be levied on (i) any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any business within its jurisdiction, (ii) any person who maintains a permanent business location or branch office within the municipality, for the privilege of engaging in or managing any profession or occupations within its jurisdiction, or (iii) any person who does not qualify under subsections (i) or (ii) above and who transacts any business or engages in any occupation or profession in interstate commerce, if the license tax is not prohibited by the United States Constitution. Section 205.043, Florida Statutes, outlines the conditions for imposing a tax which shall include, but not be limited to, a tax based upon reasonable classifications, be uniform throughout any class of business or occupation, be for one year to coincide with the City's fiscal year and may be transferable under certain conditions. The City

enacted Ordinance 94-64 authorizing the levy and collection of an Occupation License Tax on December 19, 1994, as amended.

Local Government Half-Cent Sales Tax

Section 212.05, Florida Statutes (the "Sales Tax Act") authorizes the levy and collection by the State of a sales tax upon, among other things, the sales price of each item or article of tangible personal property sold at retail in the State, subject to certain exceptions and dealer allowances. In 1982, with the enactment of Chapter 218, Part VI, Florida Statutes, the Florida Legislature created the Local Government Half-Cent Sales Tax Program (the "Half-Cent Sales Tax Program") which distributes a portion of the sales tax revenue and money from the State's General Revenue Fund to counties and municipalities that meet strict eligibility requirements. In 1982, when the Half-Cent Sales Tax Program was created, the general rate of sales tax in the State was increased from 4% to 5%, and one-half of the fifth cent was devoted to the Half-Cent Sales Tax Program, thus giving rise to the name "Half-Cent Sales Tax." Although the amount of sales tax revenue deposited into the Half-Cent Sales Tax Program is no longer one-half of the fifth cent of every dollar of the sales price of an item subject to sales tax, the name "Half-Cent Sales Tax" has continued to be utilized. As of October 1, 2001, the Half-Cent Sales Tax Trust Fund (hereinafter defined) began receiving a portion of certain taxes imposed by the State on Communications Services pursuant to Chapter 202, Florida Statutes. Accordingly, moneys distributed from the Half-Cent Sales Tax Trust Fund now consist of funds derived from both general sales tax proceeds and certain taxes imposed by the State on the sales of communications services required to be deposited into the Half-Cent Sales Tax Trust Fund.

The Half-Cent Sales Tax is collected on behalf of the State by businesses at the time of sale at retail, use, consumption, or storage for use or consumption, of taxable property and remitted to the State on a monthly basis. The Sales Tax Act provides for penalties and fines, including criminal prosecution, for non-compliance with the provisions thereof.

The general rate of sales tax in the State is currently 6%. Section 212.20, Florida Statutes, provides for the distribution of 8.9744% of sales tax revenues to the Half-Cent Sales Tax Clearing Trust Fund (the "Half-Cent Sales Tax Trust Fund"), after providing for certain transfers to the State's General Revenue Fund and Public Employees Relations Commission Trust Fund. Such amount deposited in the Half-Cent Sales Tax Trust Fund is earmarked for distribution to the governing body of such county and each participating municipality within that county pursuant the following distribution formula:

$$\textit{County Share (percentage of total Half-Cent Sales Tax receipts)} = \frac{\textit{unincorporated area population} + \textit{2/3 incorporated area population}}{\textit{total county population} + \textit{2/3 incorporated area population}}$$

$$\textit{Municipality Share (percentage of total Half-Cent Sales Tax receipts)} = \frac{\textit{municipality population}}{\textit{total county population} + \textit{2/3 incorporated area population}}$$

For purposes of the foregoing formula, "population" is based upon the latest official State estimate of population certified prior to the beginning of the local government fiscal year. Should the City annex any area or should any area of the City de-annex from the City, the share of the Half-Cent Sales Tax received by the City would be respectively increased or decreased according to the foregoing formula. The City has no annexation or de-annexation plans at this time.

The Half-Cent Sales Taxes are distributed from the Half-Cent Sales Tax Trust Fund on a monthly basis to participating units of local government in accordance with the Sales Tax Act. The Sales Tax Act permits the City to pledge its share of the Half-Cent Sales Tax for the payment of principal of and interest on any capital project.

To be eligible to participate in the Half-Cent Sales Tax Program, each municipality and county is required to have satisfied the Eligibility Requirements (defined below). Those requirements include, but are not limited to, the following: (i) reported its finances for its most recently completed fiscal year to the Florida Department of Financial Services ("FDFS") as required by Florida law, (ii) made provisions for annual post audits of financial accounts in accordance with provisions of law, (iii) levied, as shown on its most recent financial report, ad valorem taxes, exclusive of taxes levied for debt service or other special millages authorized by the voters, to produce the revenue equivalent to a millage rate of 3 mills on the dollar based upon 1973 taxable values or, in order to produce revenue equivalent to that which would otherwise be produced by such 3 mill ad valorem tax, to have received certain revenues from a county (in a case of a municipality), collected an occupational license tax or utility tax, or levied an ad valorem tax, or any combination of those four sources, (iv) certified that persons in its employ as law enforcement officers meet certain qualifications for employment, and receive certain compensation, (v) certified that persons in its employ as firefighters meet certain employment qualifications and are eligible for certain compensation, (vi) certified that each dependent special district that is budgeted separately from the general budget of such county or municipality has met the provisions for annual post audit of its financial accounts in accordance with law, and (vii) certified to the FDOR that it has complied with certain procedures regarding the establishment of the ad valorem tax millage of the county or municipality as required by law. The requirements described in (i) through (vii) are referred to herein as the "Eligibility Requirements".

If the City does not comply with the Eligibility Requirements, the City would lose its Half-Cent Sales Tax Trust Fund distributions for twelve (12) months following a "determination of noncompliance" by FDOR. The City has continuously maintained eligibility to receive the Half-Cent Sales Tax.

Although the Sales Tax Act does not impose any limitation on the number of years during which the City can receive distribution of the Half-Cent Sales Tax from the Half-Cent Sales Tax Trust Fund, there may be amendments to the Sales Tax Act in subsequent years imposing additional requirements of eligibility for counties and municipalities participating in the Half-Cent Sales Tax Program, or the distribution formulas may be revised.

The amount of Half-Cent Sales Tax received by the City is subject to increase or decrease due to (i) increases or decreases in the dollar volume of taxable sales within County, (ii) legislative changes relating to the overall sales tax, which may include changes in the scope of taxable sales, changes in the tax rate and changes in the amount of sales tax revenue deposited into the Half-Cent Sales Tax Trust Fund, (iii) changes in the relative population of the City, which affect the percentage of Half-Cent Sales Tax received by the City, and (iv) other factors which may be beyond the control of the City, including but not limited to the potential for increased use of electronic commerce and other internet-related sales

activity that could have a material adverse impact upon the amount of sales tax collected by the State and then distributed to the City.

The City's portion of the Local Government Half-Cent Sales Tax is pledged to the payment of the City's $5,015,000 Sales Tax Refunding Revenue Bonds, Series 2008, issued on May 14, 2008 of which $1,855,000 principal amount was outstanding as of September 30, 2015 and its $13,915,000 Sales Tax Refunding Revenue Bonds, Series 2011, issued on December 20, 2011, of which $12,360,000 principal amount was outstanding as of September 30, 2015.

Communication Services Tax

On October 1, 2001, a law relating to a tax on communications services, which replaced the City's Cable Franchise Fees, took effect. The "Communications Services Tax Simplification Law", Chapter 2000-260, Laws of Florida, as amended by Chapter 2001-140, Laws of Florida, and now codified in part as Chapter 202, Florida Statutes was enacted by the state legislature to restructure and simplify various communication taxes imposed at the state and local levels. One effect of the Communications Services Tax Simplification Law is to replace the former public services tax on telecommunications services, as well as revenues from franchise fees on cable and telecommunication service providers, and is not considered a new tax. The Communications Services Tax Simplification Law specifically provides that, with respect to any local taxing jurisdiction, if the revenues received by such tax are less than the revenues received from the replaced revenue sources, the local taxing jurisdiction may adjust the rate of the local communications services tax upward by resolution or emergency ordinance.

On March 23, 2009, the City enacted Ordinance 09-33 to adopt an emergency local communications services tax rate of 5.10% beginning April 1, 2009. The emergency rate is in addition to the 0.12% add-on permitted by Section 337.401, Florida Statutes, and established by the City for waiving the right to collect permit fees for the use of the rights-of-way by communications providers.

Electric Franchise Fees

The City imposes an Electric Franchise Fee imposed upon and collected from Florida Power & Light Company ("FPL") pursuant to Ordinance No. 11-75, enacted on September 26, 2011 (the "Electric Franchise Fee Ordinance"), whereby the City granted to FPL, a thirty-year electric franchise which is in effect until September 26, 2041. The Electric Franchise Fee Ordinance does not provide for an option to renew the franchise, and any extension or renewal is subject to negotiation between the City and FPL. Under the Electric Franchise Fee Ordinance, FPL is required to pay the City a percentage of the revenues derived from the sale of electrical energy to residential and commercial customers within the corporate limits of the City. The Electric Franchise Fee Ordinance provides that commencing ninety (90) days after September 26, 2011 and each month thereafter for the remainder of the term of the franchise, FPL, its successors and assigns, shall pay to the City and its successors an amount which when added to the amount of all licenses, excises, fees, charges and other impositions of any kind whatsoever (except ad valorem property taxes and non-ad valorem assessments on property) levied or imposed by the City against FPL's property, business or operations, and those of its subsidiaries during FPL's monthly billing period ending 60 days prior to each such payment will equal 6 percent of FPL's billed revenues, less actual write-offs, from the sale of electrical energy to residential, commercial, and industrial customers within the incorporated areas of the City. The Electric Franchise Fees are currently pledged to the payment of the City's $26,895,000 Stormwater Utility Revenue Bonds, Taxable Series 2010A and $9,105,000 Stormwater Utility Revenue Bonds, Taxable Series 2010B issued on January 8, 2010

outstanding in the principal amount of $26,895,000 and $9,105,000 respectively, as of September 30, 2015 and its $11,325,000 Stormwater Utility Refunding Revenue Bonds, Series 2011 issued on June 7, 2011 outstanding in the principal amount of $9,060,000 as of September 30, 2015 (collectively, the "Stormwater Bonds"); provided however, under certain circumstances, the Electric Franchise Fees may be released from the lien of the bond ordinance authorizing the issuance of the Stormwater Bonds.

Electric Municipal Utility Tax

The City in accordance with Section 166.231, Florida Statutes has imposed a public service tax of ten percent (10%) on the purchase of electricity pursuant to Ordinance No. 10-40, enacted on May 24, 2010, effective on May 24, 2010 (the "Electric Municipal Utility Tax"). The Electric Municipal Utility Tax is collected by FPL and remitted to the City monthly.

Other Non-Ad Valorem Revenue

This is a broad category that includes a wide variety of revenues, including but not limited to licensing and regulatory fees, fees for services or publications, transfers from other governmental units, traffic and parking fines, interest earnings and other miscellaneous revenues.

Limitations on State Revenues Amendment

At the November 8, 1994 general election, Florida voters approved an amendment to Article VII, Section 1(e) of the Florida Constitution, which is commonly referred to as the "Limitation on State Revenues Amendment". This amendment provides that State Revenues collected for any fiscal year shall be limited to state revenues allowed under the amendment for the prior fiscal year plus an adjustment for growth. Growth is defined as an amount equal to the average annual rate of growth in Florida personal income over the most recent twenty quarters times the State Revenues allowed under the amendment for the prior fiscal year. State Revenues collected for any fiscal year in excess of this limitation are required to be transferred to the budget stabilization fund until the fund reaches the maximum balance specified in Section 19(g) of Article III of the Florida Constitution, and thereafter is required to be refunded to taxpayers as provided by general law. The limitation on state revenues imposed by the amendment may be increased by the Legislature, by a two-thirds vote in each house.

The term "State Revenues", as used in the amendment, means taxes, fees, licenses, and charges for services imposed by the legislature on individuals, businesses, or agencies outside state government. However, the term "State Revenues" does not include: (1) revenues that are necessary to meet the requirements set forth in documents authorizing the issuance of bonds by the State; (2) revenues that are used to provide matching funds for the federal Medicaid program with the exception of the revenues used to support the Public Medical Assistance Trust Fund or its successor program and with the exception of State matching funds used to fund elective expansions made after July 1, 1994; (3) proceeds from the State lottery returned as prizes; (4) receipts of the Florida Hurricane Catastrophe Fund; (5) balances carried forward from prior fiscal years; (6) taxes, licenses, fees and charges for services imposed by local, regional, or school district governing bodies; or (7) revenue from taxes, licenses, fees and charges for services required to be imposed by any amendment or revision to the Florida Constitution after July 1, 1994. The amendment took effect on January 1, 1995, and was first applicable to State fiscal year 1995-96.

The Florida Office of Economic and Demographic Research prepared a "Calculation of five-year projection: revenue subject to constitutional limitation". The projection estimates that state revenues subject to the limitation will be under the constitutional limit by $18.9 billion in Fiscal Year 2015-2016; $19.8 billion in Fiscal Year 2016-2017; $20.5 billion in Fiscal Year 2017-2018, $22.0 billion in Fiscal Year 2018-2019; and $23.7 billion in Fiscal Year 2019-2020.

The City's Non-Ad Valorem Revenues include revenues from the State which are subject to, and limited by, the amendment and the future distribution of increases in such State Revenues to the City may be adversely affected by the amendment.

It should be noted that many of the provisions of the amendment are ambiguous, and likely will not be clarified until Florida courts have ruled on their meanings. Further, it is unclear how the Legislature will implement the language of the amendment and whether such implementing legislation itself will be the subject of further court interpretation.

Debt of City Secured by Non-Ad Valorem Revenues

From time to time, the City has issued various obligations secured by either a covenant to budget and appropriate from legally available Non-Ad Valorem Revenues or by a pledge of a specific Non-Ad Valorem Revenue source. Indebtedness of the City which is currently secured by a pledge of a specific Non-Ad Valorem Revenues source will have a claim and lien on such source prior to any claim and lien of the Series 2016 Bonds. A description of various City indebtedness secured by Non-Ad Valorem Revenues and the debt service related thereto is provided in the footnotes to the City's audited financial statements. See "APPENDIX D — COMPREHENSIVE ANNUAL FINANCIAL REPORT FOR FISCAL YEAR ENDED SEPTEMEBR 30, 2015 OF THE CITY OF PORT ST. LUCIE, FLORIDA."

Historical Receipt of Non-Ad Valorem Revenues. The following table shows the historical receipt by the City of significant sources of certain non-ad valorem revenue for the five fiscal years ended September 30 prior to issuance of the Series 2016 Bonds. The table does not all include all of the non-ad valorem revenues of the City which may be available to pay debt service on the City's debt secured by these revenues and which may be available to replenish the Series 2016 Bonds Reserve Account in the event of a shortfall.

Set forth below is the historical receipt of Non-Ad Valorem Revenues of the City which may be available for use as Supplemental Revenues to satisfy the debt service requirements for the Series 2016 Bonds for the five fiscal years ended September 30.

NON-AD VALOREM REVENUES OF THE CITY OF PORT ST. LUCIE, FLORIDA

	2015	2014	2013	2012	2011
Guaranteed Entitlement	$ 6,475	$ 6,475	$ 6,475	$ 6,475	$ 6,475
Mobile Home Licenses	55,272	58,573	60,086	64,782	66,302
Occupational Lic. Tax	1,666,789	1,517,717	1,518,483	1,498,031	1,560,891
Half-Cent Sales Tax	6,483,062	6,039,906	5,510,580	5,245,628	4,928,954
Local Option Gas Tax*	9,009,096	8,471,572	7,864,177	7,820,760	7,614,566
Electric Municipal Utility Tax	11,193,318	10,811,224	9,708,491	9,075,684	8,634,159
Franchise Fees	9,860,687	9,476,316	8,699,023	9,099,812	8,618,221
Communication Services Tax	5,378,563	5,407,176	5,972,194	6,004,344	5,997,244
Miscellaneous Non-Ad Valorem Revenues	19,848,957	17,641,583	14,821,996	12,877,028	11,911,296
Total	$63,502,219	$59,484,342	$54,161,505	$51,692,544	$49,388,108

Source: Agency and City of Port St. Lucie Finance Department.

*Local Option Gas Tax may only be used to pay debt service attributable to transportation projects.

HISTORICAL AND PROJECTED PLEDGED FUNDS, DEBT SERVICE AND DEBT SERVICE COVERAGE

Set forth below are the historical and projected amount of Tax Increment Revenues and Operating Expenses relating to the Community Redevelopment Area, the estimated Debt Service Requirements for the Series 2016 Bonds, the amount of Tax Increment Revenues available to pay such Debt Service Requirements and the coverage of Tax Increment Revenues over such Debt Service Requirements.

HISTORICAL DEBT SERVICE COVERAGE

Fiscal Year	Gross Tax Increment Revenues	Operating Expense	Net Tax Increment Revenues Available for Debt Service	Supplemental Revenue and other Legally Available City Funds	Debt Service	Debt Service Coverage
2011	$1,603,533	$290,189	$1,313,344	$2,534,519	$3,847,863	1.0x
2012	1,348,224	320,620	1,027,604	3,045,971	4,073,575	1.0
2013	1,241,557	289,931	951,626	3,367,774	4,319,400	1.0
2014	1,284,218	304,409	979,809	3,392,666	4,372,475	1.0
2015	1,457,366[1]	484,157	973,209	3,410,641	4,383,850	1.0

[1] Increase in Gross Tax Increment Revenues is due to increase in millage rates for Fiscal Year 2015.
Source: Agency and City of Port St. Lucie Finance Department.

PROJECTED DEBT SERVICE COVERAGE

Fiscal Year	Gross Tax Increment Revenues	Operating Expense	Net Tax Increment Revenues Available for Debt Service	Supplemental Revenue and other Legally Available City Funds	Series 2016 Debt Service*	Series 2016 Bonds Debt Service Coverage
2016*	$ 1,576,163	$517,265	$1,058,898	$3,371,202	$4,430,100	1.0x
2017**	1,639,209	541,705	1,097,504	3,111,913	4,209,417	1.0
2018**	1,704,777	567,311	1,137,466	3,160,534	4,298,000	1.0
2019**	1,772,969	594,136	1,178,833	3,201,792	4,380,625	1.0
2020**	1,843,888	622,220	1,221,668	3,425,832	4,647,500	1.0

*Estimated.
** Forecasted.
Source: Agency and City of Port St. Lucie Finance Department.

The Series 2016 Debt Service numbers are estimated and will change upon the sale of the Series 2016 Bonds. The Tax Increment Revenues are projected and will change based on the amount of Tax Increment Revenue received each year. Such receipt is dependent upon the property values and

associated millage, therefore the Supplemental Revenues will change in accordance with such fluctuation in Tax Increment Revenues.

[Remainder of Page Intentionally Left Blank]

DEBT SERVICE SCHEDULE FOR THE SERIES 2016 BONDS

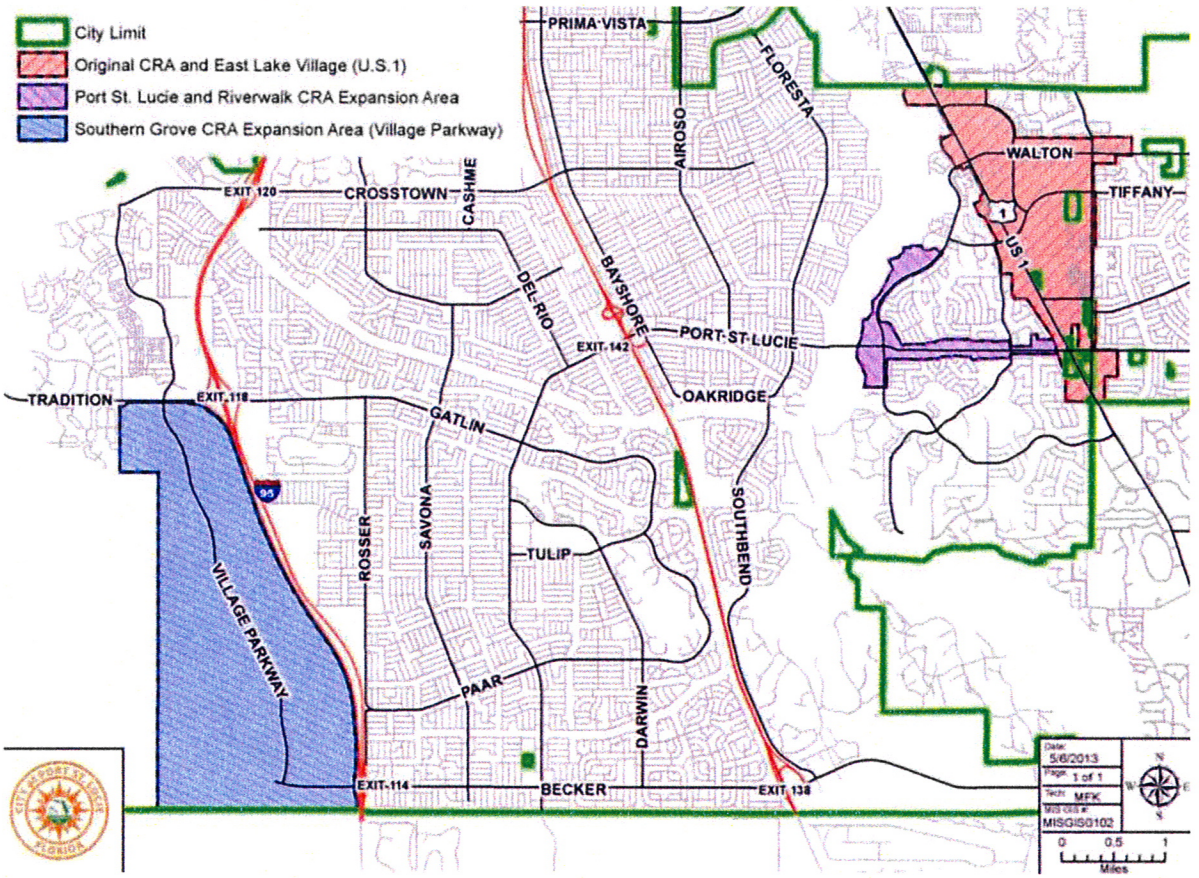
The following table shows the estimated principal and interest requirements for the Series 2016 Bonds.

Bond Year	Principal	Interest
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
TOTAL		

[Remainder of Page Intentionally Left Blank]

THE COMMUNITY REDEVELOPMENT AREA

In 2001, the City designated a Community Redevelopment Area along U.S. 1 in eastern Port St. Lucie and formally adopted a community redevelopment plan on June 11, 2001. Since the Agency's creation in 2001, three additional areas have been formally designated as part of the Community Redevelopment Area: Lentz Grove (now known as "East Lake Village") in 2003, the Port St. Lucie Boulevard/Riverwalk District (the "CRA Expansion Area") in 2006, and the Southern Grove District in 2012. The boundary lines for the Community Redevelopment Area are depicted in the map below.



Source: Port St. Lucie Community Redevelopment Agency Annual Report FY 2014-15.

The four redevelopment areas comprise approximately 5,627 acres as follows:

- U.S.1 Corridor (Original CRA) - approximately 1,600 acres
- East Lake Village – approximately 100 acres
- CRA Expansion Area - approximately 321 acres
- Southern Grove District - approximately 3,606 acres

City Center

A central component of the Agency's Master Plan is the creation of a mixed use town center at a former shopping center at the intersection of Village Green Drive and U.S. 1. It is intended as a central gathering place that creates an identity for the City and provides shopping, restaurants, and housing in an attractive well designed environment where people can walk to multiple destinations using a single parking space. Plans for the project known as "City Center" began in 2005 as a public private partnership to redevelop the 69 acre Village Green shopping center into a mixed use area of 253,820 square feet of retail space, 247,000 square feet of office space, and 1,125 residential dwelling units (including 150 hotel rooms).

In 2013 the developer sold 22 parcels planned for development to U. S. Investments, LLC for $500,000. U. S. Investments, LLC was planning to develop City Center as an international trade center to be funded through the EB-5 Immigrant Investment Program. In November 2015, the Securities and Exchange Commission filed charges in federal court against the manager of U. S. Investments, LLC for use of the EB-5 Program to defraud investors. The federal court appointed a receiver over all of the assets of U. S. Investments, LLC and the receiver is considering options for the parcels, including a possible sale of the parcels. As of the date of this Official Statement, development of the City Center has not begun and the developer has not paid the special assessments pledged to the debt service for the special assessment capital improvement bonds. Since the City pledged to make the debt service payments if the assessments were not paid, the General Fund must provide $1,747,999 for the city center debt service in Fiscal Year 2015-2016.

East Lake Village

The Redevelopment Plan was amended in 2003 to include East Lake Village through the adoption of Resolution No. 03-R31. Although located within the Agency's original study area, the Lentz Grove property was an unincorporated St. Lucie County enclave and could not be incorporated into the Redevelopment Plan until the property was annexed into the City in 2003. Ordinance No. 03-76 amended the Redevelopment Trust Fund to provide for community redevelopment within the Lentz Grove area.

East Lake Village is a planned community that utilizes traditional neighborhood development design concepts. It is a mix of residential housing types within a neighborhood setting of pedestrian friendly streets, public open spaces, neighborhood squares and a greenway trail system linking its residents to the rest of the Community Redevelopment Area. It was approved for approximately 200 multifamily units, 230 townhome units, 220 semidetached townhome units, 240 single family units, a greenway (linear park), and an urban park on 52,665 square feet of commercial/retail space on 97.98 acres.

East Lake Village was developed pursuant to a public-private partnership agreement, approved in 2003, between the Agency, the City, and St. Lucie East Development Company, LLC, which required the Agency to manage and/or fund a number of significant capital improvement projects including the construction of the roadway network and public facilities. By Fiscal Year 2007-2008, the Agency had successfully completed all of the capital improvements including: Lennard Road Widening Project; the Hillmoor Drive Extension Project; the Jennings Road Widening Project; the Grand Drive Extension Project; the Mary Ann Cernuto Family Park; and the East Lake Village Segment of the Wood Stork Trail.

Wood Stork Trail

The Wood Stork Trail is an open space network within the Community Redevelopment Area that connects East Lake Village, Hillmoor Lake, and the City Center. A master plan for the Wood Stork Trail was adopted on October 17, 2005. It sets forth a plan to transform the drainage swales, ditches and ponds of the Community Redevelopment Area into a better functioning stormwater drainage system and a linear park, which interconnect the entire district. Following approval of the master plan, the Agency constructed a 1.5 mile trail around Hillmoor Lake, the paved trails around the stormwater treatment areas in City Center, and the wooden boardwalks and wooden outlooks in East Lake Village and Hillmoor Lake.

When fully developed, the Wood Stork Trail will provide a linear park with a dedicated trail and waterway that connects the entire Community Redevelopment Area; enhanced stormwater drainage storage and conveyance capacity, improved water quality; and restored native vegetation and habitat.

CRA Expansion Area

In 2006, the Community Redevelopment Area was expanded to include the Port St. Lucie Boulevard/Riverwalk District. The CRA Expansion Area extends along Port St. Lucie Boulevard from Gowin Drive west to the edge of the North Fork of the St. Lucie River and includes portions of Westmoreland Boulevard and Veteran's Memorial Parkway. The area is approximately 321 acres in size.

The major themes of the CRA Expansion Area Redevelopment Plan include:

- Protect residential neighborhoods
- Improve aesthetics of Port St. Lucie Boulevard
- Increase pedestrian and bicyclist safety
- Create additional recreation and open space
- Increase residential options and affordability

In 2010, the City opened Port St. Lucie Botanical Gardens on Westmoreland Boulevard in the area known as Riverwalk South. The botanical gardens are situated on 20 acres of property on the banks of the North Fork of the St. Lucie River. The property was acquired through the joint efforts of the City, the County, and the Florida Trust for Public Lands.

The Riverwalk Boardwalk consists of a 10-foot wide boardwalk and observation deck along the North Fork of the St. Lucie River. The boardwalk is accessible from Tom Hopper Park and Veterans Park at Rivergate. Two paths lead through hundreds of feet of wooded mangroves to the 10-foot wide boardwalk and the observation deck.

Port St. Lucie Riverwalk is identified as a major destination in the City's Strategic Plan. The Agency is currently working with City staff on proposals to provide improvements to the City owned parcels on Westmoreland Boulevard and the southern extension of the Riverwalk Boardwalk to the botanical gardens.

In 2013, the City introduced River Nights on the St. Lucie River at Rivergate Park to provide an opportunity for residents to relax, listen to live music, and watch the sunset from the boardwalk or

aboard the River Princess. Proceeds from River Nights go toward the southern expansion of the boardwalk.

Southern Grove District

On June 25, 2012, the City Council approved an amendment to the Redevelopment Plan to include the area known as Southern Grove and amended the Community Redevelopment Trust Fund to provide for additional funding for community redevelopment within Southern Grove. Formerly a citrus grove, the 3,606 acre Southern Grove property was annexed into the City in 2004 and approved as a Development of Regional Impact (DRI) in 2006. Southern Grove borders Tradition Parkway to the north, Martin County to the south, Interstate 95 to the east, and the Riverland Kennedy Development of Regional Impact (DRI) to the west. With four miles of frontage along Interstate 95, the Southern Grove District is envisioned as a mixed use regional employment center and retail destination pursuant to the approved Southern Grove DRI Development Order.

Identified in the City's comprehensive plan as a future jobs corridor, Southern Grove was negatively impacted by the Great Recession and the fall in property values. Infrastructure improvements were constructed as part of a special assessment district. Poor economic conditions coupled with the high cost of carry created by the SW SAD special assessments inhibited any additional development and job creation within Southern Grove.

Although not a typical Community Redevelopment Area in terms of a blighted urban environment, Southern Grove was included in the Community Redevelopment Area due to economic factors, the impact of those economic factors on the approved entitlements and plans, the underutilization of a huge infrastructure investment, and the City's exposure to the guarantee being invoked on the SW SAD special assessments. In Fiscal Year 2013-2014, the Agency and City signed an interlocal agreement with Southern Grove Community Development District No. 1. Under the terms of the agreement, the Agency will transfer 95 percent of the tax increment revenue generated in Southern Grove to a trust account established by Southern Grove CDD No. 1. Southern Grove CDD No. 1 will use the funds to help defray the costs of the special assessments on qualified properties in Southern Grove.

The Southern Grove District is home to a 150-acre research park known as Tradition Center for Innovation (TCI). TCI's anchor institutions include the Torrey Pines Institute for Molecular Studies, the Mann Research Center, and Martin Memorial Health System's Tradition Medical Center.

[Although included herein for a description of the Agency's community redevelopment areas, the Tax Increment Revenues generated from the Southern Grove District are not pledged to the Series 2016 Bonds.]

Prior Redevelopment Projects

A portion of the proceeds of the Series 2004 Bonds funded: Roadway Improvements; Stormwater Attenuation; Water Distribution Facilities; Wastewater Collection Facilities; Greenway; and Village Square Improvements.

A portion of the proceeds of the Series 2006 Bonds funded: Property Acquisition; a Comprehensive Plan Amendment; Parking Garages; Roadway Improvements; and construction of the Civic Center and Civic Plaza.

THE COMMUNITY REDEVELOPMENT AGENCY

General

A Community Redevelopment Agency refers to a public entity created by a city or a county to implement the community redevelopment activities outlined under Chapter 163, Part III, Florida Statutes. The Redevelopment Act allows for the designation of special districts known as Community Redevelopment Areas and confers upon the Community Redevelopment Agency's governing board special regulatory abilities. These abilities include issuing revenue bonds, and utilizing tax increment financing (TIF). The Redevelopment Act outlines the physical, economic, and blight conditions that can support the creation of a community redevelopment area. It provides a vehicle for counties and municipalities to form a Community Redevelopment Agency and create a Redevelopment Trust Fund for financing improvements within a target area pursuant to the approved community redevelopment plan.

To document that the required conditions exist, the local government must survey the proposed redevelopment area and prepare a Finding of Necessity Report or field study that formally identifies conditions within the established boundaries of the area. If the Finding of Necessity Report determines that the required conditions exist, the local government develops and adopts a Redevelopment Plan that addresses the unique needs of the targeted area and identifies programs and projects needed to foster and support redevelopment of the targeted area.

The Agency was created in 2001 by the City Council. The Agency was established to address the lack of land set aside for commercial uses to serve the projected population in the original platted development of the City. Under the original developer's plan, most of the land in Port St. Lucie was platted for low density single-family residential development. As a result, there is no central core or traditional downtown and many residents work, shop, and find entertainment outside of the City. This increases traffic, negatively impacts the City's tax base, hinders the City's ability to meet the service demands generated by growth, impedes the City's ability to efficiently utilize its resources, and detracts from the quality of life.

Board of Directors and Staff of the Agency

The governing body of the Agency consists of the five members of the City Council with the Mayor of the City serving as Chair of the Agency and, pursuant to the appointment of the governing body, the Vice Mayor serving as the Vice Chair. The Agency's executive staff consists of the Executive Director, Jeffrey Bremer and Director, Bridget Kean.

Mr. Bremer is a successful Public Administrator with over 37 years of proven knowledge and experience in public administration, all at the local government level. His expertise in the many facets of municipal management contributed to the ongoing success and stability of several Michigan communities.

Bridget Kean is the Director of the Agency. She has been a member of the City's Planning and Zoning Department since 2005 holding the positions of planner, principal planner, and interim Agency Director. She holds a Masters Degree in Urban and Regional Planning from Florida State University and a

Masters Degree in Public Administration from Florida State University. She is a member of the American Institute of Certified Planners.

Even though the City Council has designated itself as the governing body of the Agency, the Redevelopment Act provides that the governing body of the municipality acting as the governing body of the Agency shall constitute the head of a legal entity, separate, distinct and independent from the governing body of the municipality.

The City

The City is governed by the provisions of its Charter, as amended (the "Charter"). Under the Charter, the City functions as a home rule government under the Florida Constitution and general laws of the State.

The City operates under a Mayor/Council/Manager form of government. The City Council, comprised of the Mayor and four Council members, is the primary governing body of the City. All City Council Members and the Mayor are elected to a four year term.

The City Manager is appointed by a majority vote of all members of the City Council. The City Manager is the chief administrative officer of the City and is responsible to the City Council for the administration of all City affairs placed in his charge by or under the City Charter

Jeffrey Bremer was appointed City Manager in December 2013. He joined the City as Assistant City Manager in November 2012. Mr. Bremer has over 37 years of experience in public administration, all at the local government level. Prior to joining the City, he served many facets of municipal management in several Michigan communities. He is a member of the International City/County Management Association and a member of the Florida City and County Management Association. Mr. Bremer earned a Masters of Public Administration degree from the Maxwell School at Syracuse University and a Bachelor of Science degree in Political Science from Hope College.

Legal services are provided to the City by the Office of the City Attorney. The City Attorney is appointed by the City Council. The mission of the Office of the City Attorney is to protect and preserve the legal, ethical and financial integrity of the City through its City Council and representative officials by providing quality legal services through zealous advocacy, innovative legal solutions, uncompromised integrity and professional diligence. The City Attorney, supported by a staff of Assistant City Attorneys, Staff Attorneys, administrative personnel, and specialized outside counsel, as necessary, represents the City Council and all other departments, divisions, boards and offices in all legal matters affecting the City.

Financial Services

The City's Finance Director/City Treasurer is responsible for the fiscal affairs, financial management and related systems for the City. The City maintains sophisticated systems for the effective management of its debt, investments, pensions, risk management, and related reporting thereon.

Edwin M. Fry, Jr. is the Finance Director/City Treasurer for the City. Mr. Fry is a certified public accountant and a certified government finance officer with over 36 years of experience. He has served as the City's Finance Director/City Treasurer since 2012. Prior to that, he served as the Office of Management & Budget Manager for the City of Lake Worth and as Staff Accountant with the City of Boca

Raton prior to that, in addition to a number of other financial related positions for various local governments in the State. Mr. Fry earned a Bachelor of Business Administration degree from Florida Atlantic University.

AMENDMENT TO ORIGINAL RESOLUTION

On June 27, 2016, the Agency adopted Resolution No. CRA ___ (the "Amending Resolution") which amended the Original Resolution. The Amending Resolution makes the following amendments (collectively, the "Amendments"):

(1) Amends the definitions of "Reserve Account Credit Facility" and "Reserve Requirement" as follows:

"Reserve Account Credit Facility" shall mean the insurance policy, surety bond, other evidence of insurance, letter of credit or line of credit, if any, deposited to the credit of the Reserve Account pursuant to the provisions of Section 304(d)(2) hereof, which insurance policy, surety bond, other evidence of insurance, letter of credit or line of credit constitutes an unconditional obligation of the issuer thereof. The issuer of any Reserve Account Credit Facility shall be a municipal bond insurer or a banking association, bank or trust company, as applicable, whose Reserve Account Credit Facility insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in one of the three highest rating categories by at least one of Moody's Investors Service, Inc., Fitch Inc. and Standard & Poor's Ratings Services (without regard to gradations, such as "plus" or "minus" or "1," "2" or "3").

The definition of "Reserve Requirement" set forth in Section 101 of the Original Resolution is hereby amended by replacing each and every reference to "Series 2004 Bonds" with "Bonds" and including the following clause at the end of such definition:

", or (iv) such other amount as is determined with respect to a series of Bonds pursuant to the provisions of a supplemental resolution authorizing the issuance of such series of Bonds."

(2) Amends Section 304(d)(2) by including the following paragraph at the end of such Section:

"The Agency may also establish a separate subaccount in the Reserve Account for any series of Bonds and such subaccount shall be pledged to the payment of such series of Bonds apart from the pledge provided herein. To the extent a series of Bonds is secured separately by a subaccount of the Reserve Account, the holders of such Bonds shall not be secured by any other moneys in the Reserve Account. Moneys in a separate subaccount of the Reserve Account shall be maintained at the Reserve Requirement applicable to such series of Bonds secured by the subaccount; provided the supplemental resolution authorizing such series of Bonds may establish the Reserve Requirement relating to such separate subaccount of the Reserve Account at such level as the Issuer deems appropriate. In the event the Agency by supplemental resolution establishes the Reserve Requirement for a particular series of Bonds to be zero (0.00) or it shall determine that such series are not to be secured in any manner by the Reserve Account or a subaccount therein, then it shall not be required to establish a separate subaccount; provided, however, such series of Bonds shall have no lien on or pledge of any moneys on deposit in the Reserve Account. Moneys used to replenish the Reserve Account shall be deposited in the separate subaccounts in the Reserve

Account and in the Reserve Account on a pro-rata basis. Notwithstanding the foregoing, the Agency may establish a subaccount within the Reserve Account that secures more than one series of Bonds and, accordingly, may establish a Reserve Requirement for all of such series of Bonds so secured by such subaccount."

(3) Amends Sections 203, 304(g) and 304(h) by replacing each and every reference to "Series 2004 Bond" and "Series 2004 Bonds" with "Bond" and "Bonds," respectively.

As set forth in Section 13 of the Amending Resolution, and in accordance with Section 701 of the Original Resolution, the amendments described above (the "Amendments") will take effect upon obtaining the consent of the Holders of more than fifty (50%) per centum in aggregate principal amount of the Bonds then Outstanding at the time such consent is given. The Holders of the Series 2016 Bonds shall be deemed to have consented to and approved the Amendments through the purchase of the Series 2016 Bonds. Upon issuance of the Series 2016 Bonds, a majority of the Holders of the Bonds then Outstanding will have consented to and approved the Amendments. **Therefore, the Amendment shall take effect on the date of delivery of the Series 2016 Bonds.**

INVESTMENT CONSIDERATIONS

The following discussion provides information relating to certain risks that could affect payments of the principal of, and interest on the Series 2016 Bonds. The order in which the following information is presented is not intended to reflect the relative importance of the risks discussed. The following information is not, and is not intended to be, exhaustive and should be read in conjunction with all of the other sections of this Official Statement, including its appendices. Prospective purchasers of the Series 2016 Bonds should carefully analyze the information contained in this Official Statement, including its appendices (and including the additional information contained in the form of the complete documents referenced or summarized herein), for a more complete description of the investment considerations relevant to purchasing the Series 2016 Bonds. Copies of any documents referenced or summarized in this Official Statement are available from the Agency or the City.

(1) Payment from Pledged Funds. Except as provided in the Bond Resolution, the Series 2016 Bonds are payable from and secured by a lien on and pledge of Trust Fund Revenues actually deposited into the Redevelopment Trust Fund which lien does not attach until the Trust Fund Revenues are deposited into the Redevelopment Trust Fund. The ability of the Agency to make timely payments of the principal of, and interest on the Series 2016 Bonds depends substantially upon the ability of the Agency to collect sufficient Trust Fund Revenues based upon the taxable value of real property in the Community Redevelopment Area which, together with earnings thereon and on amounts held in the funds and accounts created under the Bond Resolution, will be adequate to make such payments. The Series 2016 Bonds are not general obligations supported by the full faith and credit of the City, the Agency, the County or the State or any political subdivision of the foregoing, but are payable solely from and secured by an irrevocable lien on the Pledged Funds. Neither the State, the County, the City or the Agency, nor any other political subdivision of the State, has any obligation or power under the Bond Resolution or under Florida law to levy any taxes in order to pay debt service on the Series 2016 Bonds or to avail or cure any default in any such payments. The Agency does not have the power to levy taxes.

(2) City's Non-Ad Valorem Revenues. The amount of Non-Ad Valorem Revenues available to make payments on the Series 2016 Bonds by the City pursuant to a covenant to budget and appropriate may be effectively limited by (i) the requirement for a balanced budget, (ii) funding requirements for essential governmental services of the City and debt that has a prior lien on Non-Ad Valorem Revenues,

(iii) a decrease in one or more of the sources of Non-Ad Valorem Revenues, (iv) legislative action and (v) the inability of the City to expend revenues not appropriated or in excess of funds actually available after the use of such funds to satisfy obligations having an express lien or pledge on such funds. Further, the City is not restricted in its ability (i) to pledge Non-Ad Valorem Revenues for other purposes or to issue additional debt specifically secured by Non-Ad Valorem Revenues or by a covenant to budget and appropriate similar to that contained in the Ordinance or (ii) to reduce or discontinue services that generate Non-Ad Valorem Revenues.

All of these factors may limit the availability of Non-Ad Valorem Revenues to pay debt service on the Series 2016 Bonds. In the event judicial proceedings were required to enforce the City's obligations, there can be no certainty as to the outcome of any judicial proceedings to enforce the City's obligation.

(3) Adverse Legislative, Judicial or Administrative Action. The State legislature, the courts or an administrative agency with appropriate jurisdiction could enact new laws or regulations or interpret, amend, alter, change or modify the laws or regulations governing the collection, distribution, definition or accumulation of ad valorem tax revenues generally, or Tax Increment Revenues specifically, in a fashion that would adversely affect the ability of the Agency to pay debt service on the Series 2016 Bonds.

It also is possible that one or more governments exercising jurisdiction over the Community Redevelopment Area may implement policies with the intent or effect of restricting or controlling development within the Community Redevelopment Area. Were this to occur, Trust Fund Revenues could be reduced to a significant degree.

(4) Appeal of Assessments. State law allows taxpayers to dispute assessment valuations. Various State, local, national and international economic conditions may influence a taxpayer's willingness to make or forgo such an appeal. The statutory method for determining Tax Increment Revenues uses a factor of up to 95%, due in part to an expectation of such appeals. Any volume of appeals which is successful in reducing the overall assessed value of the Community Redevelopment Area in excess of such a margin of error could result in reduced amounts of Trust Fund Revenues. If such appeals resulted in a significant reduction in the overall assessed value of the taxable property in the Community Redevelopment Area, they could have a material adverse impact on the ability of the Agency to pay debt service on the Series 2016 Bonds.

(5) State, National and International Economic and Political Factors. Certain economic or political developments, including, without limitation, downturns in the State, national or international economy, national and international terrorism, U.S. military engagements abroad, increased national or international barriers to tourism or trade, and international currency fluctuations could all adversely affect the continued development of the Community Redevelopment Area, its attraction to businesses and investors and, as a result, the Agency's ability to produce sufficient Trust Fund Revenues to pay debt service on the Series 2016 Bonds.

(6) Failure to Achieve Increases in Property Values. The amount of future collections of Trust Fund Revenues is dependent, in part, upon annual increases in the taxable value of real property in the Community Redevelopment Area based on the fact that real estate values in the area have appreciated annually over the last three years. Numerous events could occur that might reduce or cause stagnation in the value of real property within the Community Redevelopment Area, including, without limitation, natural disasters (such as hurricanes and other major tropical storms to which South Florida

generally is subject), public acquisition of property within the Community Redevelopment Area by the State or political subdivisions exercising their respective rights of eminent domain, or social, economic or demographic factors (or adverse public perceptions thereto) beyond the control of the Agency, the City or the taxpayers in the Community Redevelopment Area. Any or all of such events could adversely affect the realization and collection of Trust Fund Revenues.

(7) Reduction in Millage Rates. The County and/or the City could determine that its millage rates should be reduced. Any reduction in millage rates by the County or the City could reduce the amount of Trust Fund Revenues payable by the County and/or the City which, in turn, could negatively impact the ability of the Agency to pay debt service on the Series 2016 Bonds.

(8) Completion of New Construction and Improvements. The amount of future collections of Trust Fund Revenues to pay debt service on the Series 2016 Bonds is dependent, in part, upon increases in the taxable value of real property in the Community Redevelopment Area resulting from new construction projects and improvements to existing property in the area. No assurance can be given that the new construction projects and projected improvements to existing property in the area (i) will be completed, or (ii) if completed, (a) will be completed in the time periods contemplated, or (b) will generate the Trust Fund Revenues believed to be generated by such projects and improvements based on historical information.

(9) Impact of Future Financing Plans. As described above under "SECURITY FOR THE BONDS -- Additional Bonds," the Agency has reserved the right, upon satisfaction of certain conditions set forth in the Bond Resolution, including demonstrated historic debt service coverage at certain established levels, to issue additional bonds payable out of and secured by the Pledged Funds on a parity with the Series 2016 Bonds that may be then Outstanding.

While the Agency has no current plans to incur additional indebtedness, it is possible that it may seek to do so in the future. Any additional parity bonds issued by the Agency would negatively impact the Agency's debt service coverage ratios.

(10) Disclosure regarding Potentially Adverse Tax Legislation. There are or may be pending in the Congress of the United States legislative proposals, including some that carry retroactive effective dates, that, if enacted, could alter or amend the federal tax matters referred to above or affect the market value of the Series 2016 Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. Prospective purchasers of the Series 2016 Bonds should consult their own tax advisors regarding any pending or proposed federal tax legislation. Bond Counsel expresses no opinion regarding any pending or proposed federal tax legislation.

VERIFICATION OF MATHEMATICAL COMPUTATIONS

The accuracy of the arithmetic computations showing the adequacy of the maturing principal and interest on the Defeasance Obligations to be acquired with a portion of the proceeds of the Series 2016 Bonds, together with other funds available for that purpose, to pay principal, and interest has been verified by Robert Thomas, CPA, LLC, Shawnee Mission, Kansas.

CERTAIN LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2016 Bonds are subject to the approval of Nabors, Giblin & Nickerson, P.A., Bond Counsel, whose approving opinion in the form attached hereto as "Appendix B - Form of Bond Counsel Opinion" will be furnished without charge to the purchasers of the Series 2016 Bonds at the time of their delivery. The actual legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery.

Certain legal matters will be passed upon for the Agency by Nason Yeager Gerson White & Lioce, P.A., Interim Agency Counsel, Boca Raton, Florida. Certain matters relating to disclosure will be passed upon for the Agency by Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. Certain legal matters will be passed upon for the Underwriters by Broad and Cassel, Orlando, Florida as Underwriters' Counsel.

CONTINGENT FEES

The Agency has retained Bond Counsel, Disclosure Counsel and the Financial Advisor with respect to the authorization, sale, execution and delivery of the Series 2016 Bonds. Payment of the fees of Bond Counsel, Disclosure Counsel, the Financial Advisor and an underwriting discount to the Underwriters, including the fees of their counsel, are each contingent upon the issuance of the Series 2016 Bonds.

ENFORCEABILITY OF REMEDIES

The remedies available to the Paying Agent or the owners of the Series 2016 Bonds upon an Event of Default under the Bond Resolution are in many respects dependent upon judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code (the federal bankruptcy code), the remedies provided in the Bond Resolution may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2016 Bonds will be qualified as to the enforceability of the various legal instruments by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

LITIGATION

There is no pending or, to the knowledge of the Agency or the City, any threatened litigation against the Agency or the City which in any way questions or affects the validity of the Series 2016 Bonds, or any proceedings or transactions relating to their issuance, sale or delivery, or the adoption of the Resolution, or which may materially adversely affect the imposition, collection and pledge of the revenues pledged for the payment of the Series 2016 Bonds.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as Appendix B hereto, the interest on the Series 2016 Bonds is excludable from gross income of the owners thereof for federal income tax purposes and is not a specific item of tax preference for federal income tax purposes under existing statutes, regulations, rulings and court decisions. However, interest on the Series 2016 Bonds is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on corporations pursuant to the Internal Revenue Code of 1986, as amended (the "Code"). Failure by the Agency to comply subsequently to the issuance of the Series 2016 Bonds with certain requirements of the Code, including but not limited to requirements regarding the use, expenditure and investment of bond proceeds and the timely payment of certain investment earnings to the Treasury of the United States, may cause interest on the Series 2016 Bonds to become includable in gross income for federal income tax purposes retroactive to their date of issue. The Agency has covenanted in the Bond Resolution to comply with all provisions of the Code necessary to, among other things, maintain the exclusion from gross income of interest on the Series 2016 Bonds for purposes of federal income taxation. In rendering this opinion, Bond Counsel has assumed continuing compliance with such covenants.

Internal Revenue Code of 1986

The Code contains a number of provisions that apply to the Series 2016 Bonds, including, among other things, restrictions relating to the use or investment of the proceeds of the Series 2016 Bonds and the payment of certain arbitrage earnings in excess of the "yield" on the Series 2016 Bonds to the Treasury of the United States. Noncompliance with such provisions may result in interest on the Series 2016 Bonds being included in gross income for federal income tax purposes retroactive to their date of issue.

Collateral Tax Consequences

Except as described above, Bond Counsel will express no opinion regarding the federal income tax consequences resulting from the ownership of, receipt or accrual of interest on, or disposition of the Series 2016 Bonds. Prospective purchasers of the Series 2016 Bonds should be aware that the ownership of the Series 2016 Bonds may result in other collateral federal tax consequences. For example, ownership of the Series 2016 Bonds may result in collateral tax consequences to various types of corporations relating to (1) denial of interest deduction to purchase or carry such Series 2016 Bonds, (2) the branch profits tax, and (3) the inclusion of interest on the Series 2016 Bonds in passive income for certain Subchapter S corporations. In addition, the interest on the Series 2016 Bonds may be included in gross income by recipients of certain Social Security and Railroad Retirement benefits.

PURCHASE, OWNERSHIP, SALE OR DISPOSITION OF THE SERIES 2016 BONDS AND THE RECEIPT OR ACCRUAL OF THE INTEREST THEREON MAY HAVE ADVERSE FEDERAL TAX CONSEQUENCES FOR CERTAIN INDIVIDUAL OR CORPORATE BONDHOLDERS, INCLUDING, BUT NOT LIMITED TO, THE CONSEQUENCES DESCRIBED ABOVE. PROSPECTIVE

BONDHOLDERS SHOULD CONSULT WITH THEIR TAX SPECIALISTS FOR INFORMATION IN THAT REGARD.

Other Tax Matters

Interest on the Series 2016 Bonds may be subject to state or local income taxation under applicable state or local laws in other jurisdictions. Purchasers of the Series 2016 Bonds should consult their tax advisors as to the income tax status of interest on the Series 2016 Bonds in their particular state or local jurisdictions.

During recent years legislative proposals have been introduced in Congress, and in some cases enacted, that altered certain federal tax consequences resulting from the ownership of obligations that are similar to the Series 2016 Bonds. In some cases these proposals have contained provisions that altered these consequences on a retroactive basis. Such alteration of federal tax consequences may have affected the market value of obligations similar to the Series 2016 Bonds. From time to time, legislative proposals are pending which could have an effect on both the federal tax consequences resulting from ownership of the Series 2016 Bonds and their market value. No assurance can be given that additional legislative proposals will not be introduced or enacted that would or might apply to, or have an adverse effect upon, the Series 2016 Bonds. For example, proposals have been discussed in connection with deficit spending reduction, job creation and other tax reform efforts that could significantly reduce the benefit of, or otherwise effect the exclusion from gross income of, interest on obligations such as the Series 2016 Bonds. The further introduction or enactment of one or more of such proposals could affect the market price or marketability of the Series 2016 Bonds.

Tax Treatment of Original Issue Discount

The difference between the principal amount of the Series 2016 Bonds maturing on January 1, ____ through January 1, ____, inclusive (the "Discount Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Discount Bonds of the same maturity was sold constitutes original issue discount, which is excludable from gross income for federal income tax purposes to the same extent as interest on the Series 2016 Bonds. Further, such original issue discount accrues actuarially on a constant interest rate basis over the term of each Discount Bond and the basis of each Discount Bond acquired at such initial offering price by an initial purchaser thereof will be increased by the amount of such accrued original issue discount. The accrual of original issue discount may be taken into account as an increase in the amount of tax-exempt income for purposes of determining various other tax consequences of owning the Discount Bonds, even though there will not be a corresponding cash payment. Owners of the Discount Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Discount Bonds.

Bond Premium

The difference between the principal amount of the Series 2016 Bonds maturing on January 1, ____ through and including January 1, ____ and ____ (collectively, the "Premium Bonds") and the initial offering price to the public (excluding bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at which price a substantial amount of such Premium Bonds of the same maturity was sold constitutes to an initial purchaser amortizable bond premium which is not deductible from gross income for Federal income tax purposes. The amount of amortizable bond

premium for a taxable year is determined actuarially on a constant interest rate basis over the term of each Premium Bond (or, in the case of certain Premium Bonds callable prior to maturity, the amortization period and yield must be determined on the basis of the earliest call date that results in the lowest yield on the Premium Bond). For purposes of determining gain or loss on the sale or other disposition of a Premium Bond, an initial purchaser who acquires such obligation in the initial offering to the public at the initial offering price is required to decrease such purchaser's adjusted basis in such Premium Bond annually by the amount of amortizable bond premium for the taxable year. The amortization of bond premium may be taken into account as a reduction in the amount of tax-exempt income for purposes of determining various other tax consequences of owning such Premium Bonds. Owners of the Premium Bonds are advised that they should consult with their own advisors with respect to the state and local tax consequences of owning such Premium Bonds.

CONTINUING DISCLOSURE

The Agency will covenant for the benefit of the owners of the Series 2016 Bonds to provide certain financial information and operating data relating to the Agency (the "Annual Report"), and to provide, or cause to be provided, notices of the occurrence of certain enumerated events. Annual financial information and operating data of the Agency will be filed by the Agency with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA"). The notices of material events, when and if they occur, shall be timely filed by the Agency with EMMA. The specific nature of the financial information, operating data, and of the type of events which trigger a disclosure obligation, and other details of the undertaking are described in "Appendix C - Continuing Disclosure Certificate" attached hereto. The Continuing Disclosure Certificate shall be executed by the Agency prior to the issuance of the Series 2016 Bonds. These covenants have been made in order to assist the Underwriters in complying with the continuing disclosure requirements of the Rule. With respect to the Series 2016 Bonds, no party other than the Agency is obligated to provide any continuing disclosure information with respect to the Rule.

At various times during the past five years, the Agency has inadvertently failed to file notices of material events regarding the ratings changes of the insurers of their respective indebtedness and certain ratings recalibrations. The Agency has subsequently filed notices indicating the current ratings of the bond insurers which insure their currently outstanding indebtedness. Otherwise, the Agency has filed all annual reports required under all continuing disclosure undertakings entered into by it pursuant to SEC Rule 15c2-12 and has complied in all materials respects with such Rule. The Agency has aligned all of its EMMA filings to ensure compliance under its continuing disclosure undertakings. The Agency fully anticipates satisfying all future obligations required pursuant to the Rule.

RATINGS

S&P Global Inc. ("S&P") has assigned their municipal bond rating of "____" to the Series 2016 Bonds. Such rating reflects only the views of such organizations at the time such rating is given and the Agency makes no representation as to the appropriateness of the rating. An explanation of the significance of such rating may be obtained only from such organizations. There is no assurance that such rating will continue for any given period of time or that they will not be revised downward or withdrawn entirely by such organizations if, in the judgment of said organizations, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the

market price of the Series 2016 Bonds. A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

FINANCIAL ADVISOR

FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida is serving as financial advisor to the Agency (the "Financial Advisor") and has acted in such capacity with respect to the sale and issuance of the Series 2016 Bonds. The Financial Advisor assisted in the preparation of this Official Statement and in other matters relating to the planning, structuring and issuance of the Series 2016 Bonds. The Financial Advisor did not engage in any underwriting activities with regard to the issuance and sale of the Series 2016 Bonds. The Financial Advisor is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement and is not obligated to review or ensure compliance with the undertaking by the Agency to provide continuing secondary market disclosure.

UNDERWRITING

The Series 2016 Bonds are being purchased by Wells Fargo Bank, National Association (the "Senior Managing Underwriter" or "WFBNA"), in its capacity as agent and representative of the group of underwriters described in this paragraph, acting on behalf of itself and Merrill Lynch, Pierce, Fenner & Smith Incorporated (collectively, the "Underwriters") subject to certain terms and conditions. The aggregate purchase price payable to the Agency is $_____ (representing $_____ principal amount, [plus/less] net original issue [premium/discount] of $_____, and less Underwriters' discount of $_____). The Underwriters are committed to purchase all the Series 2016 Bonds if any are purchased. The Series 2016 Bonds are offered for sale to the public at the prices derived from the yields set forth on the cover page of this Official Statement. The Series 2016 Bonds may be offered and sold to certain dealers (including dealers depositing Series 2016 Bonds into investment trusts) at prices lower than such offering prices, and such public offering prices may be changed, from time to time, by the Underwriters.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Products Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Products Group, the senior underwriter of the Series 2016 Bonds, has entered into an agreement (the "Distribution Agreement") with its affiliate, Wells Fargo Advisors, LLC ("WFA"), for the distribution of certain municipal securities offerings, including the Series 2016 Bonds. Pursuant to the Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Series 2016 Bonds with WFA. WFBNA also utilizes the distribution capabilities of its affiliate Wells Fargo Securities, LLC ("WFSLLC"), for the distribution of municipal securities offerings, including the Series 2016 Bonds. In connection with utilizing the distribution capabilities of WFSLLC, WFBNA pays a portion

of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

Certain subsidiaries of Wells Fargo & Company (parent company of Wells Fargo Bank, National Association, serving as the senior underwriter for the Series 2016 Bonds through the Wells Fargo Bank, NA Municipal Products Group) have provided, from time to time, investment banking services, commercial banking services or advisory services to the City, for which they have received customary compensation. Wells Fargo & Company or its subsidiaries may, from time to time, engage in transactions with and perform services for the City and/or Agency in the ordinary course of their respective businesses.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the issuer and its affiliates in connection with such activities. In the various course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the issuer (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the issuer. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATIONS

Pursuant to Section 517.051, Florida Statutes, as amended, no person may directly or indirectly offer or sell securities of the Agency except by an offering circular containing full and fair disclosure of all defaults as to principal or interest on its obligations since December 31, 1975, as provided by rule of the Florida Department of Financial Services (the "Department"). Pursuant to Rule 3E-400.003, Florida Administrative Code, the Department has required the disclosure of the amounts and types of defaults, any legal proceedings resulting from such defaults, whether a trustee or receiver has been appointed over the assets of the Agency, and certain additional financial information, unless the Agency believes in good faith that such information would not be considered material by a reasonable investor. The Agency is not and has not been in default on any bond issued since December 31, 1975 which would be considered material by a reasonable investor.

FINANCIAL STATEMENTS

The Audited Financial Statements for the fiscal year ended September 30, 2015, appended hereto as APPENDIX A, have been audited by Cherry Bekaert LLLP, independent certified public accountants, as set forth in its report dated February 12, 2016, which report is also appended hereto. Such financial

statements, including the auditor's report, have been included in the Official Statement as public documents and consent from the auditor was not requested. The auditor has not performed any service related to, and therefore is not associated with, the preparation of this Official Statement.

FORWARD-LOOKING STATEMENTS

Certain statements included or incorporated by reference in this Official Statement constitute "forward-looking statements" within the meaning of the United States Private Securities Litigation Reform Act of 1995, Section 21E of the United States Securities Exchange Act of 1934, as amended, and Section 27A of the Securities Act. Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "project," "anticipate," "budget" or other similar words.

THE ACHIEVEMENT OF CERTAIN RESULTS OR OTHER EXPECTATIONS CONTAINED IN SUCH FORWARD-LOOKING STATEMENTS INVOLVE KNOWN AND UNKNOWN RISKS, UNCERTAINTIES AND OTHER FACTORS WHICH MAY CAUSE ACTUAL RESULTS, PERFORMANCE OR ACHIEVEMENTS DESCRIBED TO BE MATERIALLY DIFFERENT FROM ANY FUTURE RESULTS, PERFORMANCE OR ACHIEVEMENTS EXPRESSED OR IMPLIED BY SUCH FORWARD-LOOKING STATEMENTS. THE AGENCY DOES NOT PLAN TO ISSUE ANY UPDATES OR REVISIONS TO THOSE FORWARD-LOOKING STATEMENTS IF OR WHEN ANY OF ITS EXPECTATIONS, OR EVENTS, CONDITIONS OR CIRCUMSTANCES ON WHICH SUCH STATEMENTS ARE BASED OCCUR, OTHER THAN AS DESCRIBED UNDER "CONTINUING DISCLOSURE" HEREIN.

MISCELLANEOUS

The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is directed to all such documents for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for the payment of the Series 2016 Bonds and the rights and obligations of the holders thereof. Copies of such documents may be obtained from the Agency at the office located at 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984.

Any statements made in this Official Statement involving matters of opinion or of estimates, whether or not so expressly stated, are set forth as such and not as representations of fact, and no representation is made that any of the estimates will be realized. The information and expressions of opinion herein are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder will, under any circumstances, create any implication that there has been no change in the affairs of the Agency or the City since the date hereof.

[Remainder of Page Intentionally Left Blank]

AUTHORIZATION AND CERTIFICATION CONCERNING OFFICIAL STATEMENT

This Official Statement has been authorized by the Agency. Concurrently with the delivery of the Series 2016 Bonds, the undersigned will furnish their certificate to the effect that, to the best of their knowledge, this Official Statement did not as of its date contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which this Official Statement is to be used, or which is necessary in order to make the statements contained herein, in the light of the circumstances in which they were made, not misleading.

The execution and delivery of this Official Statement by the Chair and Executive Director of the Agency have been duly authorized by the Agency.

CITY OF PORT ST. LUCIE
COMMUNITY REDEVELOPMENT AGENCY

By:_____
Chair

By:_____
Executive Director

APPENDIX A

BOND RESOLUTION

APPENDIX B

FORM OF
BOND COUNSEL OPINION

APPENDIX C

CONTINUING DISCLOSURE CERTIFICATE

APPENDIX D

AUDITED FINANCIAL STATEMENTS FOR THE CITY OF PORT ST. LUCIE, FLORIDA
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2015

Set forth in this Appendix D are excerpts of the City's Comprehensive Annual Financial Report, including the audited Financial Statements of the City for the Fiscal Year ended September 30, 2015. These financial statements are included in this Official Statement as a public document.

THE CONSENT OF CHERRY BEKAERT LLP WAS NOT REQUESTED. CHERRY BEKAERT LLP WAS NOT REQUESTED TO PERFORM AND HAS NOT PERFORMED ANY SERVICE IN CONNECTION WITH THE OFFERING OF THE SERIES 2016 BONDS, AND IS THEREFORE NOT ASSOCIATED WITH THE OFFERING OF THE SERIES 2016 BONDS.

APPENDIX E

GENERAL INFORMATION PERTAINING TO THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA

THE FOLLOWING INFORMATION CONCERNING THE CITY OF PORT ST. LUCIE, FLORIDA AND ST. LUCIE COUNTY, FLORIDA, IS INCLUDED ONLY FOR THE PURPOSE OF PROVIDING GENERAL BACKGROUND INFORMATION. THE SERIES 2016 BONDS ARE PAYABLE SOLELY FROM THE SOURCES DESCRIBED IN THE OFFERING STATEMENT TO WHICH THIS INFORMATION IS APPENDED, AND ARE NOT GENERAL OBLIGATIONS OF THE CITY, THE COUNTY, THE STATE OF FLORIDA, OR ANY POLITICAL SUBDIVISION THEREOF, AND NEITHER THE CITY, THE STATE, NOR ANY POLITICAL SUBDIVISION THEREOF IS REQUIRED TO LEVY ANY TAX FOR PAYMENT OF THE SERIES 2016 BONDS.

LOCATION

The City of Port St. Lucie (the "City") is a residential community in the southern part of St. Lucie County, Florida (the "County"), and was incorporated in 1961. The City encompasses approximately 120.4 square miles of the 588 square miles of the County and is located in southeastern Florida. The City is located one hundred miles north of the City of Miami, 50 miles north of the City of West Palm Beach and about 65 miles south of the City of Melbourne. The City is served by three major north-south Florida highways: Interstate 95, the Florida Turnpike, and U.S. Highway 1.

Below is a table which shows the relative number of square miles of each incorporated municipality within the County and of the unincorporated area of the County:

Land Area	Square Miles
City of Port St. Lucie	120
City of Ft. Pierce	19
St. Lucie Village	1
Unincorporated Area	448
St. Lucie County total	588

Source: Planning and Zoning Department, City of Port St. Lucie.

GOVERNMENT

The City operates under a Mayor/Council/Manager form of government. The City Council, comprised of the Mayor and four Council members, is the primary governing body of the City. Pursuant to an amendment to the City's Charter, in November 2002, the Mayor and two City Council Members were elected to a four year term and the remaining City Council Members were elected for a two year term. Thereafter, all City Council Members and the Mayor will be elected to a four year term. The City Manager is the chief administrative officer responsible to the City Council.

POPULATION

Currently more than 60% of the County's population resides within the City, less than one-fifth resides within the City of Ft. Pierce and the balance of the County's population resides in the unincorporated area of the County.

The City's population increased from 50 in 1960, the year before the City's incorporation, to 88,769 in 2000. The City is part of the Fort Pierce/Port St. Lucie/Stuart Standard Metropolitan Statistical Area (SMSA), which has a population of 437,811. The following table sets forth the population trends in the City, the County and the State from the years 1960 through 2000 and the City's, the County's and the State's population for the years 2004 through 2015. The City's estimated population as of September 30, 2015 was 174,132.

St. Lucie County, Florida
Population Trends 1960-2015

Year	City of Port St. Lucie	Average Annual Percentage Increase	St. Lucie County	Average Annual Percentage Increase	State of Florida	Average Annual Percentage Increase
1960	50	-	39,294	--	4,951,560	-
1970	330	56.0	50,837	2.9	6,789,437	3.7
1980	14,690	435.1	87,182	7.2	9,746,959	4.4
1990	55,761	28.0	150,171	7.2	12,937,926	3.3
2000	88,769	5.9	192,695	2.8	15,982,378	1.3
2004	115,155	11.7	226,216	6.8	14,982,333	1.8
2005	129,135	12.1	240,039	6.1	15,322,040	2.3
2006	144,159	11.6	259,315	8.0	18,089,888	18.0
2007	155,315	7.7	271,961	4.9	18,680,367	3.3
2008	157,896	1.7	276,428	1.6	18,807,219	0.7
2009	155,251	(1.7)	272,864	(1.3)	18,748,925	0.3
2010	164,603	6.0	277,789	1.8	18,801,310	0.3
2011	166,041	0.9	279,696	0.7	19,057,542	1.4
2012	167,252	0.7	280,355	0.2	19,074,434	0.1
2013	167,914	0.4	281,151	0.3	19,259,543	1.0
2014	169,888	1.2	282,821	0.6	19,507,369	1.3
2015	174,132	2.5	287,749	1.7	19,815,183	1.6

Sources: University of Florida, Bureau of Economic and Business Research

BUDGET PROCESS

The City follows the procedures set forth in Chapters 166 and 200 of the Florida Statutes in establishing its budgetary data.

The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing on October 1. The operating budget includes proposed expenditures and means of financing them. Public hearings are then conducted to obtain taxpayer comments on the operating budget.

The budget is legally enacted through the passage of an ordinance by City Council on or before the thirtieth day of September of the year currently ending. The level of budgetary control is the department. The City Manager is authorized to transfer budgeted amounts within departments of any fund. Revisions that alter the budget totals of any department require approval of the City Council. Unencumbered appropriations lapse at year end.

The reported budgetary data represent the final approved budget after amendments adopted by the City Council.

Budgets for general and special revenue funds are adopted on a basis consistent with generally accepted accounting principles, except that encumbrances are presented as expenditures.

Formal budget integration is not employed for proprietary, capital project or trust funds because effective budgetary control is achieved by alternate measures.

Budgeted amounts are as originally adopted, or as amended by the City Council.

[Remainder of page intentionally left blank]

SOURCES OF REVENUES OF THE CITY

Set forth below are the sources of revenue for the last ten fiscal years:

GENERAL REVENUES BY SOURCE
LAST TEN FISCAL YEARS
CITY OF PORT ST. LUCIE, FLORIDA

Fiscal Year	Taxes	Licenses & Permits	Fines & Forfeitures	Inter-Govern-Mental	Charges for Services	Interest on Investments	Miscel-laneous	Human Services	Total
2006	$51,761,788	$8,525,628	$889,044	$28,498,714	$12,530,657	$8,861,164	$58,210,956	$109,338	$199,740,865
2007	67,267,830	5,747,294	1,150,631	28,569,107	13,409,488	17,208,824	15,722,143	116,300	168,798,533
2008	61,086,578	13,177,960	970,097	34,464,721	12,501,201	7,693,158	4,998,787	108,017	151,305,393
2009	52,136,148	12,427,201	1,009,035	28,899,528	11,985,186	1,937,732	5,171,514	104,965	125,859,670
2010	48,481,802	11,452,024	1,121,170	32,424,409	13,282,633	3,884,779	3,295,377	115,435	125,691,087
2011	52,516,922	11,022,562	756,683	26,608,782	15,917,455	2,387,683	3,170,063	99,098	133,290,133
2012	52,664,169	11,857,491	1,298,268	24,842,507	17,463,400	1,999,832	4,766,083	106,485	135,421,714
2013	52,554,602	12,004,191	2,107,086	23,815,605	37,632,182	722,180	4,926,861	109,691	133,872,398
2014	53,676,014	13,498,879	2,974,283	25,013,772	36,621,456	561,573	2,377,606	100,829	134,824,412
2015	56,092,766	14,866,090	2,400,496	27,552,696	49,109,473	1,136,378	2,983,018	78,460	159,359,843

Source: City of Port St. Lucie Finance Department

Set forth below are the City's expenditures by function for the last ten fiscal years:

GENERAL GOVERNMENTAL EXPENDITURES BY FUNCTION
LAST TEN FISCAL YEARS
CITY OF PORT ST. LUCIE, FLORIDA

Fiscal Year	General Government	Public Safety	Physical Environment	Transportation	Economic Environment	Human Services	Culture and Recreation	Capital Outlay[2]	Debt Service	Total[1]
2006	13,376,409	34,610,167	913,514	11,706,250	3,234,282	1,309,706	6,861,866	86,801,669	34,033,258	192.847.121
2007	12,862,379	34,160,143	1,277,461	13,979,979	6,472,106	1,546,693	7,384,388	104,864,122	47,950,702	230.497.973
2008	12,072,175	37,171,553	1,195,176	21,165,446	8,034,727	1,585,256	7,570,299	201,807,935	59,340,257	349.942.824
2009	10,859,846	39,746,373	3,529,369	15,103,623	3,598,068	1,529,441	10,591,211	106,373,286	46,594,033	237.925.250
2010	12,201,34]	39,380,020	1,409,355	11,899,324	17,129,859	1,610,095	9,662,874	43,983,462	50,531,632	187.822.812
2011	12,173,872	34,743,405	2,582,236	12,774,026	8,989,001	1,297,163	9,228,267	41,935,095	53,434,808	177.157.873
2012	14,061,451	34,889,571	1,226.884	16,621.657	9,259,342	1,226,221	9,954,625	—	53,827.519	141.067.270
2013	15,988,836	36,101,367	1,406,047	15,641,435	9,528,869	1,149,142	10,676,942	—	52,240,319	142.732.957
2014	9,736,915	41,849,736	422,095	19,736,039	4,692,918	1,298,293	16,186,300	—	59,194,463	153,136,759
2015	10,179,367	43,019,715	17,692,42	28,059,537	5,911,487	1,092,235	15,615,951	—	45,833,411	167,404,128

Source: City of Port St. Lucie Finance Department

(1) General governmental expenditures may be paid from sources other than General Fund revenues. Accordingly, the total amount of general governmental expenditures in a given Fiscal Year may exceed the total General Fund revenues for that fiscal year.

(2) Starting in Fiscal Year 2012, Capital Outlay expenditures are included in their respective functional categories.

COMMERCE AND INDUSTRY

The City has a stable, diversified service sector base, and is a center for tourism, recreation, and residences. The City also has an evolving bio-medical industry. Major economic activities of the City and surrounding areas include construction, transportation, tourism, wholesale and retail trade, truck farming, citrus, cattle and major league sports. The New York Mets baseball team operates a team spring training complex within the City limits. Port St. Lucie has two Professional Golfers' Association of America (PGA) courses, one is PGA Village, a 54-hole public golf course adjacent to the City with a state-of-the-art golf school, the PGA Learning Center and the other is in an 18-hole private golf course, the PGA St. Lucie West Country Club located in the Village of St. Lucie West. In addition, there is the City-owned Saints Golf Course, Club Med Resorts' golf course, St. James Golf Course and Tesoro's Club and Golf Course.

Although primarily planned and platted for low density single-family residential development, the city has worked to diversify its land uses to create a mix of housing types and to attract new industry. Several master planned communities are located within the municipal boundaries of Port St. Lucie. Ballantrae Golf and Yacht Club is a 402-acre planned community along the North Fork of the St. Lucie River that includes a Jack Nicklaus Signature Golf Course and 400 single family and multi-family dwelling units plus a marina with 67 boat slips, a church, day care center, and planned additional residential dwelling units. St. Lucie West is a master planned community of approximately 4,600 acres consisting of single and multi-family housing in addition to commercial and industrial development.

The Tradition master planned community is located west of Interstate 95 in the city's southwest annexation area. Tradition is approved for 6,945 residential units, 950,000 square feet of retail development, 700,000 square feet of office, and 90,000 square feet of industrial development. Tradition currently has approximately 2,388 residences, a 600,000 square foot shopping center anchored by Target, a neighborhood mixed use center anchored by a 112,421 square foot Publix Supermarket, restaurants, shops and offices, and a new 300-bed independent and assisted living facility.

The Tradition Center for Innovation is adjacent to the Tradition master planned community. Located within the Southern Groves master planned development, the Tradition Center for Innovation is home to the 100,000 square foot Torrey Pines Institute for Molecular Studies, the 100,00 square foot Vaccine and Gene Therapy Institute of Florida, and the Martin Memorial Health Systems Hospital. With five miles of frontage along Interstate 95, Southern Groves is recognized as the City's jobs corridor. It is approved for 7,388 residential units, 13,187,743 square feet of nonresidential development, 791 hotel rooms, and 300 hospital beds. Additional proposed developments in the southwest annexation area include a 3,800 acre GL Homes master planned development and a 2,500 acre Ansca Homes master planned development. There are several other planned communities within the City including Tradition, Tesoro, Veranda, Copper Creek, and Verano. East Lake Village is located within the boundaries of the City's Community Redevelopment Area in eastern Port St. Lucie.

Land adjacent to the North Fork of the St. Lucie River is utilized by Club Med Resorts. The Resort has the following facilities available: a large motel, vacation villas, a marina, a golf course and restaurants.

Principal Employers
St. Lucie County, Florida
2015

Employer	Number of Employees
St. Lucie School Board	5,273
Lawnwood / HCA Medical	1,339
Indian River State College	1,996
City of Port St. Lucie	1,096
QVC St. Lucie, Inc.	994
Convey Health Solutions	950
Liberty Healthcare Group, Inc.	920
St. Lucie Medical Center	850
Florida Power & Light Company	829
Martin Health System	809
Teleperformance	800
Wal-Mart Distribution Center	720

Source: City of Port St. Lucie, Florida Annual Budget 2015-2016, Economic Development Council of St. Lucie County; EMSI (Economic Modeling Specialists, Inc.).

Personal Income
St. Lucie County, Florida
(2006—2015)

Fiscal Year	Total Personal Income (000's)	% Increase	Per Capita
2006	$16,475,405	- - -	$41,494
2007	17,476,595	6.08	42,584
2008	17,784,222	1.76	42,595
2009	16,221,628	(-8.77)	38,637
2010	16,458,433	1.46	38,703
2011	17,694,858	7.51	41,307
2012	19,124,774	8.08	44,229
2013	19,011,374	(-0.59)	43,426
2014	19,987,336	5.13	44,974
2015	n/a	n/a	n/a

Source: City of Port St. Lucie, Florida Comprehensive Annual Financial Report, Fiscal Year Ended September 30, 2015.

The unemployment rate for the County is generally higher than the unemployment rate for the State due, in part, to the greater dependence on agricultural and construction employment within the County and seasonal variations related to such employment. The City's unemployment rate is generally lower than the unemployment rate for the County due, in part, to the fact that the City does not heavily rely on the agricultural sector for employment.

Labor Force
St. Lucie County, Florida

Year	Labor Force	Employment	Unemployment Number	Unemployment Rate
2005	112,008	106,714	5,294	4.6%
2006	118,279	113,393	4,886	4.9
2007	122,976	116,021	6,955	6.9
2008	123,438	112,615	10,823	10.4
2009	124,107	107,321	16,786	15.3
2010	125,226	109,595	15,631	12.5
2011	124,982	108,289	16,693	13.4
2012	125,941	112,010	13,931	11.1
2013	128,813	116,586	12,227	9.5
2014	130,096	121,936	8,160	6.3
2015	129,459	122,544	6,915	5.3

Source: Labor Market Statistics, Local Area Unemployment Statistics Program.

Labor Force
State of Florida

Year	Labor Force	Employment	Unemployment Number	Unemployment Rate
2005	8,635,000	8,305,000	330,000	3.8%
2006	8,886,000	8,588,000	299,000	3.4
2007	9,079,000	8,709,000	369,000	4.1
2008	9,206,000	8,628,000	578,000	6.3
2009	9,197,000	8,232,000	966,000	10.5
2010	9,207,000	8,228,000	979,000	10.6
2011	9,131,000	8,119,000	1,012,000	11.1
2012	9,369,000	8,562,000	807,000	8.6
2013	9,463,000	8,814,000	649,000	6.8
2014	9,608,000	9,091,000	517,000	5.4
2015	9,630,000	9,173,000	457,000	4.7

Source: Labor Market Statistics, Local Area Unemployment Statistics Program.

Construction and Property Value
Last Ten Years
City of Port St. Lucie, Florida

	Construction			
	Residential		Commercial	
Year	Number of Units	Value	Number of Units	Value
2006	4,183	$512,461,746	381	$144,886,669
2007	1,289	185,825,190	449	148,693,443
2008	609	74,176,293	407	95,398,929
2009	197	14,978,683	290	61,687,034
2010	198	15,955,030	322	72,674,854
2011	188	20,315,132	245	52,119,534
2012	162	20,568,540	279	96,402,278
2013	430	50,306,661	292	59,575,324
2014	836	103,680,020	276	21,290,019
2015	928	121,984,614	353	42,343,799

Source: City of Port St. Lucie, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2015.

Note: The construction permit data switched from calendar year (January 1 — December 31) to fiscal year
(October 1 — September 30) starting with Year 2011 figures.

Bank Deposits
Last Ten Fiscal Years
City of Port Lucie, Florida [needs to be updated]
(in thousands)

Year	Banks	Savings & Loans	Total
2006	$957,130	$682,729	$1,639,859
2007	1,032,620	693,129	1,725,749
2008	1,243,209	143,100	1,386,309
2009	2,010,141	271,845	2,281,986
2010	1,938,644	251,496	2,190,140
2011	1,862,139	224,422	2,086,561
2012	2,039,982	111,638	2,151,620
2013	2,162,488	29,362	2,191,850
2014	2,227,213	28,746	2,255,959
2015	2,378,673	30,390	2,409,063

Source: www.FD1C.gov
Summary of Deposits (SOD) data
Year 2002 — 2008 data are as of the end of the third quarter — September 30.
Year 2009 — 2012 data is as of the end of the second quarter — June 30.

EDUCATIONAL FACILITIES

The County public school district has seventeen elementary schools, eight elementary/middle combination schools, four middle schools, one middle/high combination school, five senior high schools, three alternative schools, four charter schools, one charter lab school and two virtual schools.

There are ten private schools supplementing the public school system. Within the City, there are two institutions of higher education. The list includes one private college, Keiser University, and one public institution, the St. Lucie West campus of Indian River State College (IRSC). Keiser University focuses on vocational education, and associate, bachelor and graduate degrees for non-traditional students. IRSC is a four-year state college located in Ft. Pierce with locations in surrounding counties. It operates a 40-acre campus in the master planned community of St. Lucie West. Bachelor degrees are offered in applied science, biology, education, nursing, and digital media as well as associate degrees.

AGRICULTURE

The County is the 7th largest aquaculture economy in the State, the 6th largest fruit-producing county in the State, and 1st in grapefruit acreage. According to the 2010 census, the County has a total area of approximately 572 square miles. Approximately fifty-three percent (53%) of the County's land is classified as agriculture. According to the U.S. Department of Commerce's 2012 Census of Agriculture, as of 2012 there were 406 counted farms in the County, encompassing approximately 195,155 acres. The market value of all agricultural products (i.e., crops and livestock) produced in the County amounted to $168 million in sales.

TOURISM AND RECREATION

A combination of favorable climate and available recreational assets such as 21 miles of beaches, tennis courts, golf courses, world class fishing, and a thriving arts and culture scene has made tourism an important industry in the County. Within the County, there are 57 hotels, motels, RV parks, and campgrounds with approximately [4,800] total units. The County also has over 319 licensed dining establishments with an estimated seating capacity in excess of 27,000. The County has one inlet, located at its northeast corner and is connected to the federally-maintained Intracoastal Waterway. City residents have easy access to the ocean by way of the North Fork of the St. Lucie River through its protected, tree-lined waterway meandering through the City. Besides boating and fishing, the City maintains 151 acres of developed Community Parks, 102 acres of developed Neighborhood Parks and maintains an additional 659 acres of open space parks, natural resource based parks/preserves and a botanical gardens. Community Parks have lighted facilities for organized athletic programs. The City also owns and operates the Saints Golf Course, a 185 acre, 18-hole championship golf course. The Port St. Lucie Civic Center is a unique, state-of-the-art 100,000 square foot facility, featuring two elegant ballrooms, an art gallery, an indoor gymnasium, a fitness center and the outdoor Village Square and Plaza Stage. The Civic Center welcomes many thousand monthly for concerts, events, festivals and fitness and recreational opportunities.

TRANSPORTATION FACILITIES

Highways: Within its 120 square miles of area, the City provides approximately 911 miles of paved roads. The transportation network makes up approximately 7,000 acres which is 9% of the City's land area. The City has excellent access to three major north-south Florida highways. Both Interstate I-95 and the Florida Turnpike have interchanges in the City. U.S. Route 1 is the primary local highway with most of the area's commercial development along this corridor. The City has easy access to two principle east-west highways. State Road 76 connects Stuart to southwest Florida and State Road 70 provides connections to other Florida West Coast areas.

Bus and Taxi Service: Greyhound Bus Lines has a terminal located in Fort Pierce near the I-95 and the Florida Turnpike interchanges, offering daily scheduled service for nationwide thru-line and charter service. The City has three taxi services and seven motor services to Palm Beach International Airport.

Rail Transportation: Freight service to the Port St. Lucie region is provided by the Florida East Coast Railroad which operates from Jacksonville to Miami. Passenger railway service is located in nearby West Palm Beach.

Sea Port: The Port of Fort Pierce, ten miles north of the City, is a deep water port accommodating ships of up to six hundred feet. Cargo traffic consists primarily of citrus, vegetables, and fertilizer. There is 64,000 square feet of dry storage and an additional 8,000 square feet of refrigerated storage in dock warehouses which are owned and operated by Indian River Terminal Company.

Airports: The St. Lucie County International Airport is located in nearby Fort Pierce and presently has two runways. In addition, the facility provides fuel, repair, hanger and U.S. customs and immigration services. Palm Beach International Airport (less than 50 miles away from the City) is the closest major commercial traffic airport, servicing most U.S. airlines.

POLICE AND FIRE PROTECTION

The City's Police Department consists of approximately 229 authorized full-time sworn officers and 66 full-time civilian personnel, for a total of 295 fulltime employees. The Department's budget for Fiscal Year 2015-2016 is $40.5 million, as compared to $38.4 million for Fiscal Year 2014-2015. It is estimated that the Department handled 110,647 calls for service in 2015 and of those calls 2,535 involved "serious" crimes (i.e. homicide, rape, robbery, aggravated assault, burglary, theft, auto theft). There were 2 reported homicides in 2015, 6 reported homicides in 2014, and 2 reported homicides in 2013.

There are a number of programs offered to residents: a close patrol plan of homes belonging to seasonal residents, an infant car seat loan program, an active neighborhood crime watch program, Police Athletic League, Domestic Violence Security Program, Victim Assistance/Advocate and Reverse 911 System. As part of the local justice system, there are programs (such as the Juvenile Restorative Justice Initiative (which includes teen court, peer review, and a Juvenile Counselor) available for youth offenders, Police Explorers, Volunteer Program, Sexual Offender Monitoring, and School Resource Officers.

Fire services for the City are provided by the St. Lucie County Fire District (the "Fire District"), a county-wide entity providing fire/rescue services to all incorporated and unincorporated areas of the County. The Fire District has seventeen stations located throughout the County with eight stations within the city limits of the City.

EMPLOYEE RELATIONS

The City currently maintains 1,004.55 full-time equivalent allocated positions, as authorized by the City Council. Under the Constitution of the State, employees have the right to join together for the purposes of collective bargaining. The City has six (6) active unions, International Association of Police Officers (IUPA) with one unit representing the Police Officers, one unit representing the Police Sergeants, and one unit representing the Police Lieutenants. The Federation of Public Employees (FOPE) represents general employees, the Government Supervisors Association of Florida, Local 100 (OPEIU/Supv.) represents supervisors, and The Government Supervisors Association of Florida, Local 100 (OPEIU/Prof.) represents professional workers. Strikes by municipal employees, under any conditions, are prohibited by the Florida Constitution. The City maintains a Civil Service Appeals Board. Employees may be removed for cause.

EXHIBIT C

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX C
FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the Port St. Lucie Community Redevelopment Agency (the "Issuer") and the City of Port St. Lucie, Florida (the "City"), in connection with the issuance by the Issuer of its $_____ Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016, dated their date of delivery (the "Bonds"). The Bonds are being issued pursuant to Resolution No. CRA 03-04, duly adopted by the Board of Directors of the Issuer (the "Board") on February 17, 2004 (the "Original Resolution"), as amended and supplemented by Resolution No. CRA 16-___, adopted by the Board on June 27, 2016 (the "Board Resolution", together with the Original Resolution, the "Bond Resolution"), and Ordinance No. 16-___ enacted by the City Council of the City on June 27, 2016.

SECTION 1. PURPOSE OF DISCLOSURE CERTIFICATE. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and Beneficial Owners (defined below) of the Bonds and in order to assist the Participating Underwriter in complying with the continuing disclosure requirements of the Rule (defined below).

SECTION 2. DEFINITIONS. In addition to the definitions set forth in the Bond Resolution which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined herein, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"City" shall mean the City of Port St. Lucie, Florida.

"Dissemination Agent" shall mean the Digital Assurance Certification ("DAC"), or any successor Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

""EMMA" shall mean the Electronic Municipal Market Access web portal of the MSRB, located at http://www.emma.msrb.org.

"Event of Bankruptcy" shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an Obligated Person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Obligated Person, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Obligated Person.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Obligated Person" shall mean any person, including the Issuer, who is either generally or through an enterprise, fund, or account of such person committed by contract or other arrangement to support payment of all, or part of the obligations on the Bonds (other than providers of municipal bond insurance, letters of credit, or other liquidity or credit facilities).

"Participating Underwriter" shall mean Wells Fargo Bank, National Association, as representative of the underwriters, the original Underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" shall mean each entity authorized and approved by the Securities and Exchange Commission from time to time to act as a repository for purposes of complying with the Rule. As of the date hereof, the Repository recognized by the Securities and Exchange Commission for such purpose is the MSRB, which currently accepts continuing disclosure submissions through EMMA.

"Rule" shall mean the continuing disclosure requirements of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State" shall mean the State of Florida.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, by not later than May 1st following the end of the prior fiscal year, beginning with the fiscal year ending September 30, 2016 with respect to the report for the 2015-2016 fiscal year, provide to any Repository, in electronic format as prescribed by such Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate.

(b) If on the fifteenth (15th) day prior to the annual filing date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer by telephone and in writing (which may be by e-mail) to remind the Issuer of its undertaking to provide the Annual Report pursuant to Section 1. Upon such reminder, the Issuer shall either (i) provide the Dissemination Agent with an electronic copy of the Annual Report no later than two (2) business days prior to the annual filing date, or (ii) instruct the Dissemination Agent in writing that the Issuer will not be able to file the Annual Report within the time required under this Agreement, state the date by which the Annual Report for such year will be provided and instruct the Dissemination Agent that a failure to file has occurred and to immediately send a notice to the Repository in substantially the form attached as Exhibit A, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of any Repository;

(ii) if the Dissemination Agent is other than the Issuer, file a report with the Issuer certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, stating the date it was provided and listing any Repository to which it was provided; and

(iii) if the Dissemination Agent has not received an Annual Report by 6:00 p.m. Eastern time on the annual filing date (or, if such annual filing date falls on a Saturday, Sunday or holiday, then the first business day thereafter) for the Annual Report, a failure to file shall have occurred and the Issuer irrevocably directs the Dissemination Agent to immediately send a notice to the Repository in substantially the form attached as Exhibit A without reference to the anticipated filing date for the Annual Report, accompanied by a cover sheet completed by the Dissemination Agent in the form set forth in Exhibit B.

SECTION 4. CONTENT OF ANNUAL REPORTS. The Issuer's Annual Report shall contain or include by reference the following:

(a) The audited financial statements of the City, for the prior fiscal year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the City's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the unaudited financial statements in a format similar to the financial statements contained in the final Official Statement dated _____, 2016 (the "Official Statement") shall be filed and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. The City's audited financial statements may be submitted separately from the balance of the Annual Report and later than the date required for filing of the Annual Report, if they are not available by that date. If the Issuer or the City's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) The Issuer's financial and operating data for such fiscal year, of the type and in a manner consistent with the presentation of such information included in the tables set forth under the following headings contained in the Official Statement:

i. "Historical and Projected Pledged Funds, Debt Service and Debt Service Coverage".

ii. Historical Tax Increment Revenues.

ii. Historical Taxable Property Values.

(c) The City's financial and operating data for such fiscal year, of the type and in a manner consistent with the presentation of such information included in the tables set forth under the following headings contained in the Official Statement:

i. Non-Ad Valorem Revenues of the City of Port St. Lucie, Florida.

The information provided under Sections 4(b), (c) and (d) may be included by specific reference to documents, including official statements of debt issues of the Issuer, the City or related public entities, which are available to the public on the Repository's Internet Web site or filed with the Securities and Exchange Commission.

The Issuer reserves the right to modify from time to time the specific types of information provided in its Annual Report or the format of the presentation of such information, to the extent necessary or appropriate in the judgment of the Issuer; provided that the Issuer agrees that any such modification will be done in a manner consistent with the Rule.

SECTION 5. REPORTING OF SPECIFIED EVENTS.

(a) Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following Specified Events with respect to the Bonds. Such notice shall be given in a timely manner not in excess of ten (10) business days after the occurrence of the event with the exception of the event described in number 15 below, which notice shall be given in a timely manner:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on the credit enhancement reflecting financial difficulties;

5. substitution of the credit or liquidity providers, or their failure to perform;

6. adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

7. modifications to rights of holders of the Bonds, if material;

8. Bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Bonds if material;

11. rating changes;

12. an Event of Bankruptcy or similar event of an Obligated Person;

13. the consummation of a merger, consolidation, or acquisition involving an Obligated Person or the sale of all or substantially all of the assets of the Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14. appointment of a successor or additional trustee or the change of name of a trustee, if material; and

15. notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

(b) The notice required to be given in paragraphs 5(a) above shall be filed with any Repository, in electronic format as prescribed by such Repository.

SECTION 6. IDENTIFYING INFORMATION. In accordance with the Rule, all disclosure filings submitted in pursuant to this Disclosure Certificate to any Repository must be accompanied by identifying information as prescribed by the Repository. Such information may include, but not be limited to:

(a) the category of information being provided;
(b) the period covered by any annual financial information, financial statement or other financial information or operation data;
(c) the issues or specific securities to which such documents are related (including CUSIPs, issuer name, state, issue description/securities name, dated date, maturity date, and/or coupon rate);
(d) the name of any Obligated Person other than the Issuer;
(e) the name and date of the document being submitted; and
(f) contact information for the submitter.

SECTION 7. TERMINATION OF REPORTING OBLIGATION. The Issuer's and City's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds, so long as there is no remaining liability of the Issuer or the City, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 8. DISSEMINATION AGENTS. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the DAC.

SECTION 9. AMENDMENT; WAIVER. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, or 5(a) and (b), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the Issuer, or the type of business conducted;

(b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either (i) is approved by the holders or Beneficial Owners of the Bonds in the same manner as provided in the Resolution for amendments to the Resolution with the consent of holders or Beneficial Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or Beneficial Owners of the Bonds.

Notwithstanding the foregoing, the Issuer shall have the right to adopt amendments to this Disclosure Certificate necessary to comply with modifications to and interpretations of the provisions of the Rule as announced by the Securities and Exchange Commission from time to time.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer or the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5, and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer or the City from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer or City chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer or the City, as applicable, shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. DEFAULT. The continuing disclosure obligations of the Issuer and the City set forth herein constitute a contract with the holders of the Bonds. In the event of a failure of the Issuer or the City to comply with any provision of this Disclosure Certificate, any holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer and the City, as applicable to comply with its obligations under this Disclosure Certificate; provided, however, the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer or the City to comply with the provisions of this Disclosure Certificate shall be an action to compel performance. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution.

SECTION 12. DUTIES, IMMUNITIES AND LIABILITIES OF DISSEMINATION AGENT. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

[Remainder of Page Intentionally Left Blank]

SECTION 13. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Dated: _____, 2016
(SEAL)

CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY

By: _____
Chair

CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Gregory J. Oravec, Mayor

Attest:

By: _____
Karen A. Phillips, Secretary

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Issuer:	City of Port St. Lucie Community Redevelopment Agency
Obligated Person:	_____
Name(s) of Bond Issue(s):	Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016
Date(s) of Issuance:	_____
Date(s) of Disclosure Agreement:	_____
CUSIP Number:	_____

NOTICE IS HEREBY GIVEN that the Issuer has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate. [The Issuer has notified the Dissemination Agent that it anticipates that the Annual Report will be filed by_____].

Dated:_____

[Dissemination Agent]

_____

cc:

EXHIBIT B
EVENT NOTICE COVER SHEET

This cover sheet and accompanying "event notice" will be sent to the MSRB, pursuant to Securities and Exchange Commission Rule 15c2-12(b)(5)(i)(C) and (D).

Issuer's and/or Other Obligated Person's Name:

_____

Issuer's Six-Digit CUSIP Number:

_____

_____

or Nine-Digit CUSIP Number(s) of the bonds to which this event notice relates:

_____

Number of pages attached: _____

____ Description of Notice Events (Check One):

1._____"Principal and interest payment delinquencies;"
2._____"Non-Payment related defaults, if material;"
3._____"Unscheduled draws on debt service reserves reflecting financial difficulties;"
4._____"Unscheduled draws on credit enhancements reflecting financial difficulties;"
5._____"Substitution of credit or liquidity providers, or their failure to perform;"
6._____"Adverse tax opinions, IRS notices or events affecting the tax status of the security;"
7._____"Modifications to rights of securities holders, if material;"
8._____"Bond calls, if material;"
9._____"Defeasances;"
10._____"Release, substitution, or sale of property securing repayment of the securities, if material;"
11._____"Rating changes;"
12._____"Tender offers;"
13._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
14._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
15._____"Appointment of a successor or additional trustee, or the change of name of a trustee, if material."

____ Failure to provide annual financial information as required.

I hereby represent that I am authorized by the issuer or its agent to distribute this information publicly:

Signature:

_____

Name: _____ Title: _____

Date:

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT, dated as of July ___, 2016, by and between the **CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY,** a community redevelopment agency organized and existing under the laws of the State of Florida (the "Agency"), and **U.S. BANK NATIONAL ASSOCIATION** ("Escrow Agent"), a national banking association organized and existing under the laws of the United States of America, having its designated corporate trust office in Orlando, Florida, as escrow agent hereunder.

WHEREAS, the Agency has heretofore issued its (1) City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2004 (the "Series 2004 Bonds"), and (2) City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project) (the "Series 2006 Bonds") pursuant to Resolution No. CRA 03-04 adopted by the Agency on February 17, 2004, as amended and supplemented (the "Resolution"); and

WHEREAS, the Agency has determined to exercise its option under the Resolution to refund the Series 2004 Bonds and Series 2006 Bonds identified on Schedule A attached hereto (the "Refunded 2004 Bonds" and "Refunded 2006 Bonds," respectively, and collectively, the "Refunded Bonds"); and

WHEREAS, the Agency has determined to issue its City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds") pursuant to the Resolution, in order to provide payment for the Refunded Bonds and to discharge and satisfy the pledges, liens and other obligations of the Agency under the Resolution in regard to such Refunded Bonds; and

WHEREAS, the issuance of the Series 2016 Bonds, the purchase by the Escrow Agent of the hereinafter defined Escrow Securities, the deposit of such Escrow Securities into the herein defined Escrow Fund and the payment and discharge of the Refunded Bonds in accordance with the Resolution shall occur as a simultaneous transaction; and

WHEREAS, this Agreement is intended to effectuate such simultaneous transaction;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

SECTION 1. PREAMBLES. The recitals stated above are true and correct and incorporated herein.

SECTION 2. RECEIPT OF RESOLUTION AND VERIFICATION REPORT. Receipt of a true and correct copy of the above-mentioned Resolution and this Agreement is hereby acknowledged by the Escrow Agent. The applicable and necessary provisions of the Resolution, including but not limited to Sections 208 and 304(m) thereto, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the verification report of Robert Thomas CPA, LLC dated July ____, 2016 (the "Verification Report"). Reference herein to or citation herein of any provisions of the Resolution or the Verification Report shall be deemed to incorporate the same as a part hereof in the same manner and with the same effect as if the same were fully set forth herein.

SECTION 3. PAYMENT AND DISCHARGE OF REFUNDED BONDS. The Agency by this writing exercises its option to cause the covenants, liens and pledges entered into, created or imposed pursuant to the Resolution to be fully discharged and satisfied with respect to the Refunded Bonds in accordance with the provisions of the Resolution.

SECTION 4. ESTABLISHMENT OF ESCROW FUND AND ACCOUNTS. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds (Series 2004 and 2006) Escrow Deposit Trust Fund (the "Escrow Fund"). There shall be two separate accounts within such Escrow Fund, the "2004 Account" and the "2006 Account" (collectively, the "Escrow Accounts"). The Escrow Fund and Escrow Accounts shall be held in the custody of the Escrow Agent as trust funds for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the Agency and the Escrow Agent. **Specifically, and notwithstanding any other provision herein, the 2004 Account shall secure only the Refunded 2004 Bonds and the 2006 Account shall secure only the Refunded 2006 Bonds.** The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of (i) the 2004 Account the sum of $_____ received from the Agency from proceeds of the Series 2016 Bonds, and (ii) the 2006 Account the sum of $_____ received from the Agency from proceeds of the Series 2016 Bonds.

SECTION 5. DEPOSIT OF MONEYS AND SECURITIES IN ESCROW FUND. The Agency hereby directs and the Escrow Agent represents and acknowledges that, concurrently with the deposit of the bond proceeds (the "Bond Proceeds") under Section 4 above, it has used $_____ of the Bond Proceeds in the 2004 Account and $_____ of the Bond Proceeds in the 2006 Account to purchase on behalf of and for the account of the Agency certain United States Treasury obligations [- State and Local Government Series] (collectively, together with any other securities which may be on deposit, from time to time, in such Escrow Accounts, the "Escrow Securities"), which are described in Schedule B hereto, and the Escrow Agent will

deposit such Escrow Securities and $_____ in cash (the "Cash Deposit") in the appropriate Escrow Accounts of the Escrow Fund as shown in Schedule B.

The Escrow Securities shall be noncallable, direct obligations of the United States of America.

In the event any of the Escrow Securities described in Schedule B hereto are not available for delivery on July ___, 2016, the Escrow Agent may, at the written direction of the Agency and with the approval of Bond Counsel, substitute other United States Treasury obligations and shall credit such other obligations to the Escrow Fund and hold such obligations until the aforementioned Escrow Securities have been delivered. Bond Counsel shall, as a condition precedent to giving its approval, require the Agency to provide it with a revised Verification Report in regard to the adequacy of the Escrow Securities, taking into account the substituted obligations to pay the Refunded Bonds in accordance with the terms hereof. The Escrow Agent shall in no manner be responsible or liable for failure or delay of Bond Counsel or the Agency to promptly approve the substitutions of other United States Treasury obligations for the Escrow Fund.

SECTION 6. SUFFICIENCY OF ESCROW SECURITIES AND THE CASH DEPOSIT. In reliance upon the Verification Report, the Agency represents that the Cash Deposit in each Escrow Account in the Escrow Fund and the interest on and the principal amounts successively maturing on the Escrow Securities in each Escrow Account of the Escrow Fund in accordance with their terms (without consideration of any reinvestment of such maturing principal and interest) are sufficient such that moneys will be available to the Escrow Agent in amounts sufficient and at the times required to pay the amounts of principal of, redemption premium, if any, and interest due and to become due on the respective Refunded Bonds as described in Schedule C attached hereto. If the Escrow Securities and the Cash Deposit shall be insufficient to make such payments, the Agency shall timely deposit to the appropriate Escrow Account of the Escrow Fund, solely from legally available funds of the Agency, such additional amounts as may be required to pay the Refunded Bonds as described in Schedule C hereto. Notice of any insufficiency shall be given by the Escrow Agent to the Agency as promptly as possible, but the Escrow Agent shall in no manner be responsible for the Agency's failure to make such deposits.

SECTION 7. ESCROW SECURITIES AND THE CASH DEPOSIT IN TRUST FOR HOLDERS OF REFUNDED BONDS. The deposit of the Escrow Securities and the Cash Deposit in the Escrow Fund shall constitute an irrevocable deposit of Defeasance Obligations (as defined in the Resolution) and cash in trust solely for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds at such times and in such amounts as set forth in Schedule C hereto, and the principal of and interest earnings on such Escrow Securities and the Cash Deposit shall be used solely for such purpose.

SECTION 8. ESCROW AGENT TO PAY REFUNDED BONDS FROM ESCROW FUND. The Agency hereby directs, and the Escrow Agent hereby agrees, that it will take all actions required to be taken by it under the provisions of the Resolution referenced in this Agreement, including the timely transfer of money to the Paying Agent for the Refunded Bonds (U.S. Bank National Association) as provided in the Resolution, in order to effectuate this Agreement and to pay the Refunded Bonds in the amounts and at the times provided in Schedule C hereto. The Escrow Securities and the Cash Deposit shall be used to pay the principal of, redemption premium, if any, and interest on the Refunded Bonds as the same may mature or be redeemed. If any payment date shall be a day on which either the Paying Agent for the Refunded Bonds or the Escrow Agent is not open for the acceptance or delivery of funds, then the Escrow Agent may make payment on the next business day. The liability of the Escrow Agent for the payment of the principal of, redemption premium, if any, and interest on the Refunded Bonds pursuant to this Agreement shall be limited to the application of the Escrow Securities and the Cash Deposit and the interest earnings thereon available for such purposes in the Escrow Fund.

SECTION 9. REINVESTMENT OF MONEYS AND SECURITIES IN ESCROW FUND. Moneys deposited in the Escrow Fund shall be invested only in the Escrow Securities listed in Schedule B hereto and the Cash Deposit and, except as provided in Section 5 hereof and this Section 9, neither the Agency nor the Escrow Agent shall otherwise invest or reinvest any moneys in the Escrow Fund.

Except as provided in Section 5 hereof and in this Section 9, the Escrow Agent may not sell or otherwise dispose of any or all of the Escrow Securities or the Cash Deposit in the Escrow Fund and reinvest the proceeds thereof in other securities nor may it substitute securities for any of the Escrow Securities, except upon written direction of the Agency and where, prior to any such reinvestment or substitution, the Escrow Agent has received from the Agency the following:

(a) a written verification report by a firm of independent certified public accountants, of recognized standing, appointed by the Agency and acceptable to the Escrow Agent, to the effect that after such reinvestment or substitution the principal amount of Escrow Securities, together with the interest therein, will be sufficient to pay the Refunded Bonds as described in Schedule C hereto (such verification shall not be necessary in the event the Agency shall determine to reinvest cash in Escrow Securities which mature on or before the next principal and/or interest payment date for the Refunded Bonds and which have a maturity amount which is at least equal to the cash amount invested in such Escrow Securities); and

(b) a written opinion of nationally recognized Bond Counsel to the effect that (i) such investment will not cause the Series 2016 Bonds or the Refunded Bonds to be "arbitrage bonds" within the meaning of Section 148 of the

Internal Revenue Code, as amended, and the regulations promulgated thereunder or otherwise cause the interest on the Refunded Bonds or the Series 2016 Bonds to be included as gross income for purposes of federal income taxation, and (ii) such investment does not violate any provision of Florida law or of the Resolution.

The above-described verification report need not be provided in the event the Agency purchases Escrow Securities with the proceeds of maturing Escrow Securities and such purchased Escrow Securities mature on or before the next interest payment date for the Refunded Bonds and have a maturity amount which is at least equal to the cash amount invested in such Escrow Securities.

In the event the above-referenced verification concludes that there are surplus moneys in the Escrow Fund, such surplus moneys shall be released to the Agency upon its written direction. The Escrow Fund shall continue in effect until the date upon which the Escrow Agent makes the final payment to the Paying Agent for the Refunded Bonds in an amount sufficient to pay the Refunded Bonds as described in Schedule C hereto, whereupon the Escrow Agent shall sell or redeem any Escrow Securities remaining in the Escrow Fund, and shall remit to the Agency the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

SECTION 10. REDEMPTION OF CERTAIN REFUNDED BONDS. The Agency hereby irrevocably instructs the Escrow Agent to direct, on behalf of the Issuer, that the Paying Agent for the Refunded 2004 Bonds and the Refunded 2006 Bonds (U.S. Bank National Association), give at the appropriate times the notice or notices, if any, required by the Resolution in connection with the redemption of any of such Refunded Bonds. Such notice of redemption shall be given by the Paying Agent for such Refunded Bonds in accordance with the Resolution. The Escrow Agent shall cause the Paying Agent to file such redemption notice with the Electronic Municipal Market Access within ten days of it being so given. The Refunded 2004 Bonds shall be redeemed on August ___, 2016 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The Refunded 2006 Bonds maturing on and after January 1, 2018 shall be redeemed on January 1, 2017 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The Refunded 2006 Bonds maturing on January 1, 2017 shall be paid at their maturity.

SECTION 11. DEFEASANCE NOTICE TO HOLDERS OF REFUNDED BONDS. Concurrently with the deposit of the Escrow Securities set forth in Section 5 hereof, the Refunded Bonds shall be deemed to have been paid and discharged within the meaning and with the effect expressed in Section 304(m) of the Resolution. Within 60 days of the deposit of moneys into the Escrow Fund, the Escrow Agent, on behalf of the Agency, shall mail, or cause the Paying Agent for the Refunded 2006 Bonds (U.S. Bank National Association) to mail, to the owners of the Refunded

2006 Bonds the appropriate notice in the form provided in Schedule D attached hereto. The Escrow Agent shall file such defeasance notice with the Electronic Municipal Market Access within ten days of the date hereof.

SECTION 12. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on that portion of the Escrow Securities and Cash Deposit which is deposited in their respective Escrow Account within the Escrow Fund pursuant to the terms hereof and the interest earnings thereon until paid out, used and applied in accordance with this Agreement and the Resolution. Neither the Agency nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 13. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the Agency and the holders from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such holders and the written consent of the Escrow Agent; provided, however, that the Agency and the Escrow Agent may, without the consent of, or notice to, such holders, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such holders and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

(a) to cure any ambiguity or formal defect or omission in this Agreement;

(b) to grant, or confer upon, the Escrow Agent for the benefit of the holders of the Refunded Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such holders or the Escrow Agent; and

(c) to subject to this Agreement additional funds, securities or properties.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized Bond Counsel with respect to compliance with this Section 13, including the extent, if any, to which any change, modification or addition affects the rights of the holders of the Refunded Bonds, or that any instrument executed hereunder complies with the conditions and provisions of this Section 13.

SECTION 14. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the Agency agrees to and shall pay to the Escrow Agent the fees and expenses as shall be agreed to in writing by the parties hereto. The Escrow Agent shall have no lien whatsoever upon any of the Escrow Securities in said Escrow Fund for the payment of such proper fees and expenses. The Agency further agrees to indemnify

and save the Escrow Agent harmless, to the extent allowed by law, against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder, and which are not due to its negligence or misconduct. Indemnification provided under this Section 14 shall survive the termination of this Agreement.

Whenever the Escrow Agent shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the Agency. The Escrow Agent may conclusively rely, as to the correctness of statements, conclusions and opinions therein, upon any certificate, report, opinion or other document furnished to the Escrow Agent pursuant to any provision of this Agreement; the Escrow Agent shall be protected and shall not be liable for acting or proceeding, in good faith, upon such reliance; and the Escrow Agent shall be under no duty to make any investigation or inquiry as to any statements contained or matters referred to in any such instrument. The Escrow Agent may consult with counsel, who may be counsel to the Agency or independent counsel, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith in accordance herewith. Prior to retaining such independent counsel, the Escrow Agent shall notify the Agency of its intention.

The Escrow Agent and its successors, agents and servants shall not be held to any personal liability whatsoever, in tort, contract or otherwise, by reason of the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance and disposition of the various moneys and funds described herein, the purchase, retention or payment, transfer or other application of funds or securities by the Escrow Agent in accordance with the provisions of this Agreement or any non-negligent act, omission or error of the Escrow Agent made in good faith in the conduct of its duties. The Escrow Agent shall, however, be liable to the Agency and to holders of the Refunded Bonds to the extent of their respective damages for negligent or willful acts, omissions or errors of the Escrow Agent which violate or fail to comply with the terms of this Agreement. The duties and obligations of the Escrow Agent shall be determined by the express provisions of this Agreement.

SECTION 15. REPORTING REQUIREMENTS OF ESCROW AGENT. As soon as practicable after the first day of July 1 and January 1 of each year, commencing January 1, 2017, so long as the Escrow Fund is maintained under this Agreement, the Escrow Agent shall forward in writing to the Agency a statement in detail of the Escrow Securities held as of July 1 or January 1 of that year, whichever is applicable, and the income and maturities thereof, and withdrawals of money from the Escrow Fund, since the last statement furnished pursuant to this Section 15.

SECTION 16. RESIGNATION OR REMOVAL OF ESCROW AGENT. The Escrow Agent, at the time acting hereunder, may at any time resign and be

discharged from the duties and obligations hereby created by giving not less than 60 days' written notice to the Agency and mailing notice thereof, specifying the date when such resignation will take effect to the holders of all Refunded Bonds then outstanding, but no such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding or by the Agency as hereinafter provided and such successor Escrow Agent shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

The Escrow Agent may be replaced at any time by an instrument or concurrent instruments in writing, delivered to the Escrow Agent and signed by either the Agency or the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding. Such instrument shall provide for the appointment of a successor Escrow Agent, which appointment shall occur simultaneously with the removal of the Escrow Agent.

In the event the Escrow Agent hereunder shall resign or be removed, or be dissolved, or shall be in the course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case the Escrow Agent shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding by an instrument or concurrent instruments in writing, signed by such holders, or by their attorneys in fact, duly authorized in writing; provided, nevertheless, that in any such event, the Agency shall appoint a temporary Escrow Agent to fill such vacancy until a successor Escrow Agent shall be appointed by the holders of a majority in aggregate principal amount of the Refunded Bonds then outstanding in the manner above provided, and any such temporary Escrow Agent so appointed by the Agency shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The Agency shall mail notice of any such appointment made by it at the times and in the manner described in the first paragraph of this Section 16.

In the event that no appointment of a successor Escrow Agent or a temporary successor Escrow Agent shall have been made by such holders or the Agency pursuant to the foregoing provisions of this Section 16 within 60 days after written notice of resignation of the Escrow Agent has been given to the Agency, the holder of any of the Refunded Bonds or any retiring Escrow Agent may apply to any court of competent jurisdiction for the appointment of a successor Escrow Agent, and such court may thereupon, after such notice, if any, as it shall deem proper, appoint a successor Escrow Agent.

In the event of replacement or resignation of the Escrow Agent, the Escrow Agent shall remit to the Agency the prorated portion of prepaid fees not yet incurred or payable, less any termination fees and expenses at the time of discharge, and shall have no further

liability hereunder and the Agency shall indemnify and hold harmless the Escrow Agent, to the extent allowed by law, from any such liability, including costs or expenses incurred by the Escrow Agent or its counsel.

No successor Escrow Agent shall be appointed unless such successor Escrow Agent shall be a corporation with trust powers organized under the banking laws of the United States or any State, and shall have at the time of appointment capital and surplus of not less than $30,000,000.

Every successor Escrow Agent appointed hereunder shall execute, acknowledge and deliver to its predecessor and to the Agency an instrument in writing accepting such appointment hereunder and thereupon such successor Escrow Agent, without any further act, deed or conveyance, shall become fully vested with all the rights, immunities, powers, trusts, duties and obligations of its predecessor; but such predecessor shall nevertheless, on the written request of such successor Escrow Agent or the Agency execute and deliver an instrument transferring to such successor Escrow Agent all the estates, properties, rights, powers and trust of such predecessor hereunder; and every predecessor Escrow Agent shall deliver all securities and moneys held by it to its successor; provided, however, that before any such delivery is required to be made, all fees, advances and expenses of the retiring or removed Escrow Agent shall be paid in full. Should any transfer, assignment or instrument in writing from the Agency be required by any successor Escrow Agent for more fully and certainly vesting in such successor Escrow Agent the estates, rights, powers and duties hereby vested or intended to be vested in the predecessor Escrow Agent, any such transfer, assignment and instruments in writing shall, on request, be executed, acknowledged and delivered by the Agency.

Any corporation into which the Escrow Agent, or any successor to it in the trusts created by this Agreement, may be merged or converted or with which it or any successor to it may be consolidated, or any corporation resulting from any merger, conversion, consolidation or tax-free reorganization to which the Escrow Agent or any successor to it shall be a party shall be the successor Escrow Agent under this Agreement without the execution or filing of any paper or any other act on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

SECTION 17. TERMINATION OF AGREEMENT. This Agreement shall terminate when all transfers and payments required to be made by the Escrow Agent under the provisions hereof shall have been made. Upon such termination, all moneys remaining in the Escrow Fund shall be released to the Agency.

SECTION 18. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 19. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the Agency or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

SECTION 20. COUNTERPARTS. This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

SECTION 21. NOTICES. Any notice, authorization, request or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing and sent by registered or certified mail addressed to:

U.S. Bank National Association
225 E. Robinson Street, Suite 250
Orlando, FL 32801
Attention: Corporate Trust Services

City of Port St. Lucie Community Redevelopment Agency
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984
Attention: Finance Director/City Treasurer

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have each caused this Escrow Deposit Agreement to be executed by their duly authorized officers and appointed officials and their seals to be hereunder affixed and attested as of the date first written herein.

CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY

(SEAL)

_____
Gregory J. Oravec, Chair

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
Interim Agency Counsel

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By:_____
Authorized Signatory

SCHEDULE A

DESCRIPTION OF THE REFUNDED BONDS

Refunded 2004 Bonds

Maturity (January 1)	Principal Amount	Interest Rate

Refunded 2006 Bonds

Maturity (January 1)	Principal Amount	Interest Rate

SCHEDULE B

ESCROW SECURITIES

2004 Account

Type of Security	Type of SLGs	Maturity Date	Par Amount	Rate

2006 Account

Type of Security	Type of SLGs	Maturity Date	Par Amount	Rate

SCHEDULE C

DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS

Refunded 2004 Bonds

Date	Principal	Interest	Premium	Total

Refunded 2006 Bonds

Date	Principal	Interest	Premium	Total

SCHEDULE D

FORM OF NOTICE OF DEFEASANCE

Notice is hereby given pursuant to Resolution No. CRA 03-04, adopted by the City of Port St. Lucie Community Redevelopment Agency on February 17, 2004, as amended and supplemented (collectively the "Resolution"), that all of the outstanding City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2006 (City Center Project) identified below (the "Refunded Bonds") are deemed to be paid within the meaning of the Resolution and shall no longer be secured by the Resolution and the liens created thereby for the benefit of the holders of the Refunded Bonds and shall be secured solely from the irrevocable deposit of U.S. Treasury obligations made by the Agency with U.S. Bank National Association, as Escrow Agent, in accordance with Section 304(m) of the Resolution. The Refunded Bonds that mature on and after January 1, 2018 shall be redeemed on January 1, 2017 at the offices of the Paying Agent for such Bonds (U.S. Bank National Association) at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. The Refunded Bonds that mature on January 1, 2017 shall be paid at maturity.

City of Port St. Lucie Community Redevelopment Agency Redevelopment Trust Fund Revenue Bonds, Series 2006

Maturity Date	Par Amount	Interest Rate	CUSIP

CITY OF PORT ST LUCIE

COMMUNITY REDEVELOPMENT AGENCY AGENDA MEMORANDUM

Agenda Item #: 9
Meeting Date: 6/27/16

TO: Community Redevelopment Agency Board

THRU: Jeffrey Bremer, Executive Director JB

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

FROM: Bridget Kean – CRA Director BK

Agenda Item: Motion: Billboard Reconstruction Agreement between the City, the City of Port St. Lucie Community Redevelopment Agency, and Outfront Media, LLC Concerning a Property Located at 10602 South Federal Highway in Unincorporated St. Lucie County, Florida

Submittal Date: 6/17/2016

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

BACKGROUND: In 2001, the City and Community Redevelopment Agency entered into an Interlocal agreement with St. Lucie County to provide for better integrated land use planning and land development consistency. One component of the agreement was for the County to provide the Agency with a copy of any land development applications the County received in the unincorporated areas adjacent to the CRA. Agency staff would review and provide comment based on consistency with the CRA Master Plan. Even though the Interlocal agreement was for a period of ten years, St. Lucie County Planning staff has continued to provide the Agency with copies of any land development applications for property adjacent to the CRA as a courtesy.

In 2015, Agency staff received a copy of a county application for a variance to the county's height limitations for billboard signage for the billboard sign located at 10602 South Federal Highway in unincorporated St. Lucie County. The billboard is located at the southeast corner of U.S. 1 Highway 1 and Port St. Lucie Boulevard. The existing billboard is considered a non-conforming structure under St. Lucie County's Land Development Code. The approximate height of the sign is 48 feet. It was erected prior to the current requirement that billboard signs be a maximum of 35 feet in height pursuant to Section 9.02.02 (D) of the County's Land Development Code. Outfront Media would like to replace the existing sign with a variable message board sign with a maximum height of 45 feet.

Agency staff reviewed the proposed application for consistency with the adopted community redevelopment plan and the Port St. Lucie Citywide Design Standards. Noting that the City's regulations prohibit billboard signs on U.S. 1 and, only allow variable message boards under certain conditions, staff provided the County with written notification of its objection to the variance request on June 3, 2015.

Outfront Media has approached the City with a desire to enter into an agreement to resolve the Agency's existing, and the City's potential, objections to Outfront's variance request. If Outfont's variance request is approved by St. Lucie County, Outfront Media agrees to make the replacement billboard sign available at no cost to the City or the Agency for the dissemination of public service information as set forth in the agreement. In exchange, the Agency agrees to submit a written withdrawal of its objection letter and the City agrees to not submit notice of objection. The agreement and a copy of the Interim City Attorney's memo from the June 13, 2016 City Council meeting are attached for the Board's review.

ANALYSIS: The request to exceed the maximum 35 foot height requirement established in Section 9.02.02 (D) of the St. Lucie County Land Development Code will be heard at a future meeting of the St. Lucie County Board of Adjustment based on the standards for granting a variance under Section 10.01.02 of the County Code. The staff of the City and the CRA acknowledge that under the County's current sign code, Outfront Media may erect a 35-foot tall, new LED billboard on the Sign Parcel as a matter of right.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The proposed agreement has been reviewed by CRA Counsel and approved as to form.

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation on the matter will be made by the City Manager's Office or the City Attorney's Office upon request.

REQUESTED MEETING DATE: 6/27/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: (1) Proposed Billboard Reconstruction Agreement; (2) Site Location Map; Photograph of Existing Billboard Sign; (4) Existing Sign Configuration; (5) Proposed Sign at Code Height; (6) Proposed sign configuration with Variance; (7) City Attorney Agenda Memorandum from June 13, 2016 City Council meeting; and (8) Objection letter dated June 3, 2015.

*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
JUN 17 2016
CITY MANAGER'S OFFICE

ATTACHMENT 1

BILLBOARD RECONSTRUCTION AGREEMENT

THIS RECONSTRUCTION AGREEMENT (the "Agreement") is made as of the _____day of _____ 2016, by and between the **CITY OF PORT ST. LUCIE, a municipal corporation organized and existing under the laws of the State of Florida** (the "CITY"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984, **CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic of the State of Florida (the "AGENCY"), whose mailing address is 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984 and **OUTFRONT MEDIA LLC, a Delaware limited liability company, registered and authorized to do business in Florida** ("OUTFRONT"), whose mailing address is 405 Lexington Avenue, New York, NY 10174.

WITNESSETH:

WHEREAS, Section 70.20, *Florida Statutes,* expressly authorizes and encourages agreements of this type by empowering municipalities and owners of billboard signs to enter into relocation and/or reconstruction agreements, on mutually agreeable terms, that allow the municipality to accomplish its public goals while allowing the continued maintenance of private investment in outdoor advertising signs as a medium of commercial and non-commercial communication; and

WHEREAS, OUTFRONT is engaged in the business of constructing, operating and maintaining billboard signs in St. Lucie County, Florida (the "County"); and

WHEREAS, OUTFRONT is the owner of a lawfully erected, non-conforming sign structure (the "Existing Sign") located at 10602 South Federal Highway (Parcel ID # 3414-501-5001-050-5), in unincorporated St. Lucie County, Florida (the "Sign Parcel"); and

WHEREAS, the Sign Parcel is owned by Equity Investment Corporation ("EIC"), and is located adjacent to the City of Port St. Lucie Community Redevelopment Area (the "CRA"); and

WHEREAS, the Existing Sign was lawfully constructed approximately 25 years ago but, due to subsequent changes in the County's sign code, is currently considered a nonconforming structure due to height, setback, sign face dimensions and structural/windload requirements; and

WHEREAS, OUTFRONT has applied to St. Lucie County for a permit to remove the Existing Sign and replace it with a 35 foot tall, monopole LED billboard (the "Replacement Sign"), which is in full compliance with the County's current sign code; and

WHEREAS, OUTFRONT has also filed a variance application with the County, seeking a ten (10) foot height variance, allowing construction of the Replacement Sign to a height of 45 feet (the "Variance Request"); and

WHEREAS, by letter dated June 3, 2015 (the "Objection Letter"), the AGENCY notified the County of its objection to the Variance Request, expressing concerns regarding, among other things, the potential impact of the Replacement Sign on a landscape beautification project currently being designed for the CITY's U.S. 1 Corridor, and the goals sought to be accomplished by the approved CRA Master Plan; and

WHEREAS, the CITY and the AGENCY understand that, under the County's current sign code, OUTFRONT may erect a 35 foot tall, LED billboard on the Sign Parcel as a matter of right; and

WHEREAS, the CITY, the AGENCY and OUTFRONT desire to resolve the AGENCY'S existing, and the CITY's potential, objections to the Variance Request, and to enter into this Agreement pursuant to §70.20, *Florida Statutes*, in order to establish and memorialize the terms and conditions under which the AGENCY will withdraw its objections.

NOW THEREFORE, for and in consideration of $10.00, the above recitals and the mutual exchange of the covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, the CITY, the AGENCY and OUTFRONT do hereby agree as follows:

1. Recitals. The foregoing recitals express the intent of the parties and are incorporated herein as contractual terms, and not merely recitals.

2. Public Service Notices. If (and only if) OUTFRONT's Variance Request is approved, OUTFRONT will make the Replacement Sign available at no cost to the CITY (by adding one additional flip) for the dissemination of public service information as follows: (a) during times of declared weather emergencies affecting the CITY, OUTFRONT will make one flip on each face of the Replacement Sign available for the sole and limited purpose of communicating emergency information to the CITY's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program (the "Emergency Notification Program") adopted by the Florida Outdoor Advertising Association (the "FOAA") and the applicable governmental agency/agencies; (b) for the display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined, pursuant to guidelines and procedures already in place between the FDLE (or such other agency/agencies) and the outdoor advertising industry to identify appropriate situations, duration and sign locations, that display of the "amber alert" on the Replacement Sign would provide information to the travelling public that could be instrumental in assisting authorities in resolving an abduction; (c) for the display of official emergency notifications issued by the City of Port St. Lucie Police Department to advise the public of an active or imminent public threat posed by a dangerous fugitive known or reasonably suspected to be in the area, or an active-shooter situation (the CITY or the AGENCY shall be responsible for providing OUTFRONT with a copy in a format compatible with OUTFRONT's then-current policies and procedures, and OUTFRONT will use its best efforts to post the copy as soon as practicable, and will continue to display such copy so long as the threat remains imminent or active); and (d) once per quarter (for a total of four (4) times per calendar year), for a period of no longer than thirty (30) consecutive days each, for the display of event announcements sponsored by the CITY and/or the AGENCY and non-commercial public service announcements (hereinafter referred to as the "Guaranteed Announcement Allotment"); provided, however, no two such messages shall run concurrently (*i.e.* during the same 30 day period). The CITY and/or the AGENCY shall be responsible, at its sole cost, for providing OUTFRONT with an approved public service announcement copy, which may be updated by the CITY and/or the AGENCY at any time, and which shall be in such format as designated by OUTFRONT from time to time. The CITY and/or the AGENCY shall be responsible for providing OUTFRONT with such copy at least thirty (30) days prior to the date of requested publication.

The Parties agree that the City Manager for the CITY, or his/her designee, shall have the authority to identify, on behalf of the CITY and the AGENCY, the four (4) events/announcements permitted by Paragraph 2(d), the Guaranteed Announcement Allotment, together with the dates when such events/announcements will be published. Said identification of the Guaranteed Announcement Allotment by the City Manager shall be provided in writing to OUTFRONT within sixty (60) days of the Effective Date of this Agreement, which shall be the date that the last party signs this Agreement. The City Manager, for and on behalf of the CITY and/or the AGENCY may modify or change from time to time, any or all of the events/announcements initially identified as the Guaranteed Announcement Allotment, by giving

OUTFRONT not less than 60 days prior written notice; subject to the frequency and timing provisions set forth herein. The form, design and content of the emergency notifications provided for in Paragraphs 2(a), 2(b) and 2(c) above shall be initially coordinated with, and approved by, OUTFRONT and/or its designated representative. Within sixty (60) days of the Effective Date of this Agreement, as said date is defined hereinabove, the City Manager, or his/her designee, shall provide OUTFRONT with the initial creation of a standard form and design for the emergency notifications which shall be in a format that has been pre-approved, in writing, by OUTFRONT (hereinafter referred to as the "Initial Standard Notification Form"). The CITY may modify the design and content of the Initial Standard Notification Form from time to time, in its sole discretion, by providing OUTFRONT with written notice and the revised design no less than 30 days prior to the date the CITY desires to implement the revised design. The CITY shall be solely responsible for all costs associated with the design and production of the revised notification, and for assuring that the revised notification is in a format compatible with OUTFRONT's then-current technology, policies and procedures.

3. Local Business Preference / City-Sponsored Events and/or Agency-Sponsored Events. Only in the event OUTFRONT's Variance Request is approved, locally operated CITY and County businesses will be given priority in purchasing advertising time on the Replacement Sign (at standard rates). Additionally, during any period when either face of the Replacement Sign has unsold time/flips, OUTFRONT will use its best efforts to display, at the election of the CITY and/or the AGENCY, either: (a) a stock "shop local" message (subject to approval as to form and content by the CITY and/or the AGENCY); or (b) messages advertising events or functions sponsored by the CITY and/or the AGENCY. This space will be provided at no cost to the CITY and/or the AGENCY and will not count against the advertising total shared allotment given the CITY and the AGENCY in Paragraph 2(d) above. The CITY and/or the AGENCY will be responsible for providing artwork in an electronic form acceptable to OUTFRONT and will pay production charges (if any) to process and upload the messages. OUTFRONT will retain the right to reject, in its sole and absolute discretion, any copy that it deems inappropriate.

4. Notice of Non-Objection from City and Withdrawal of the Agency's Objection. In exchange for OUTFRONT's agreement to make the Replacement Sign available for the benefit of the CITY, the AGENCY and the local businesses, as more fully set forth in Paragraphs 2 and 3 above, the CITY agrees to not submit any notice of objection to the Replacement Sign and the AGENCY agrees to submit a written withdrawal of its Objection Letter.

5. Complete Understanding. This Agreement, and all the terms and provisions contained herein, constitute the full and complete agreement between the parties hereto with respect to the matters covered herein to the date hereof, and supersedes and controls over any and all prior agreements, understandings and statements whether written, oral or implied, which are deemed to be merged into this Agreement.

6. Amendment. The parties may amend this Agreement only by a written instrument signed by each of the parties. There cannot be any waiver, variation, modification, amendment or change to the terms of this Agreement except as may be made in writing and executed by each party hereto. If any party fails to enforce its respective rights under this Agreement, or fails to insist upon the performance of another party's obligations hereunder, such failure shall not be construed as a permanent waiver of any rights or obligations in this Agreement.

7. Notices. All notices, demands, requests for approvals or other communications required or authorized to be given by either party to another shall be in writing and shall be hand-delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by a recognized overnight courier service to each party indicated below, addressed as follows:

If to CITY:

City of Port St. Lucie
Office of the City Manager
Attn. City Manager
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copies to:

City of Port St. Lucie
Office of the City Attorney
Attn: City Attorney
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

If to the AGENCY:

City of Port St. Lucie Community Redevelopment Agency
Attn: CRA Director
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With copies to:

City of Port St. Lucie
Office of the City Attorney
Attn: CRA Legal Counsel
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34948

If to OUTFRONT:

Outfront Media LLC
Attn: Jon R. Campbell, VP of Real Estate SE
2699 Lee Road
Suite 230
Winter Park, Florida 32789

and

Outfront Media LLC
Attn: General Counsel
405 Lexington Avenue
New York, NY 10147

With copies to:

William G. McCormick, Esq.
Gray Robinson, P.A.
401 E. Las Olas Boulevard
Suite 1000
Ft. Lauderdale, Florida 33301

Notices given by courier service or by hand delivery shall be effective upon delivery and notices given by mail shall be effective on the fifth (5) business day after mailing. Refusal by any person to accept delivery of any notice delivered at the address indicated above (or as it may be changed) shall be deemed to have been an effective delivery as provided in this Section as of the date/time of such refusal. The addresses to which notices are to be sent may be changed from time to time by written notice delivered to the other parties in accordance herewith, and such notices shall be effective upon receipt. Until notice of change of address is received as to any particular party hereto, all other parties may rely upon the last address given.

8. Default. In the event any party is in default of any provision hereof, the non-defaulting party, as a condition precedent to the exercise of its remedies, shall be required to give the defaulting party or parties written notice of same pursuant to this Agreement. The defaulting party or parties shall have fifteen (15) business days from the receipt of such notice to cure the default or, if the default cannot be cured within fifteen (15) business days, to commence and diligently pursue a cure. If the defaulting party or parties timely cure the default, the default shall be deemed waived and this Agreement shall continue in full force and effect. If the defaulting party or parties do not timely cure such default, the non-defaulting party or parties shall be entitled to pursue its/their remedies available at law or equity.

9. Severability. The parties covenant and agree that they will not initiate, pursue, assist, participate in (except to oppose or defend against) or in any way aid or support any action or proceeding of any type or nature challenging the constitutionality, legality or enforceability of this Agreement, or having the effect of rendering this Agreement void or unenforceable, or that would negatively impact the validity or enforceability of this Agreement in any way. The foregoing shall not prevent any party from initiating or pursuing legal action based on the other party's default hereunder. If any term or provision of this Agreement, or the application thereof to any person or circumstance, is declared invalid or unenforceable as a result of any third party challenge, the remainder of this Agreement, including any valid portion of the invalid term or provision stricken or held invalid, shall not be affected thereby and shall, with the remainder of this Agreement, continue unmodified and in full force and effect. In the event that any portion of this Agreement shall be held invalid and/or unenforceable, resulting in the forced removal of the Replacement Sign, the parties shall be released from any further obligations hereunder and shall be returned to their respective positions as they existed just prior to the execution of this Agreement.

10. Controlling Law and Venue. This Agreement shall be construed under the laws of the State of Florida. Venue for any proceeding arising under this agreement shall be solely in the Nineteenth Judicial Circuit in and for St. Lucie County, Florida, to the exclusion of any other venue.

11. Authority to Execute and Bind. Each party represents and warrants that all requisite actions have been taken to authorize execution of this Agreement by the person signing on behalf of that party, and thereby bind that party to the terms and conditions of this Agreement.

12. Non-Waiver. The failure of any party to promptly or continually insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any other agreement, instrument or document of whatever form or nature contemplated hereby by any other party or parties, shall not be deemed a waiver of any right or remedy that said party may have as a result thereof, and shall not be deemed a waiver of a subsequent default or nonperformance of such term, covenant, condition or provision.

13. Successors and Assigns. The burdens of this Agreement shall be binding upon, and the benefits of this Agreement shall inure to, all successors in interest to the parties to this Agreement.

14. Continuing Cooperation. The parties covenant and agree that they will execute such further documents and take such further actions as may be reasonably necessary to effectuate and implement both the express provisions and intent of this Agreement.

15. Construction. The provisions of this Agreement shall not be construed in favor of or against any particular party as each party has reviewed the terms and conditions hereof and, by execution of this Agreement, acknowledges that said party has carefully considered the legal ramifications of this instrument, has consulted with legal counsel or has knowingly and willingly chosen not to do so. This Agreement has been negotiated by the CITY, the AGENCY and OUTFRONT, and this Agreement, including, without limitation, the Exhibits (if any), shall not be deemed to have been prepared by any one party but, rather, by all equally.

16. No Third Party Beneficiaries. It is expressly agreed and understood that there are no third parties intended to be benefited by this Agreement or any of the terms, provisions, rights or benefits conferred herein, and no private right of action is intended to be created by this Agreement in any third party.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute a single instrument.

18. Term. It is the intent of the parties hereto that the term of this Agreement be perpetual, subject only to the termination rights expressly set forth herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

- SIGNATURES APPEAR ON THE FOLLOWING PAGES –

IN WITNESS WHEREOF, the CITY, the AGENCY and OUTFRONT have executed or caused their duly authorized representatives to execute this Agreement.

CITY OF PORT ST. LUCIE

By:_____
Mayor

Dated: _____ , 2016

Attest:

_____
City Clerk

Dated: _____ , 2016

Approved as to legal form:

_____
City Attorney

Dated: _____ , 2016

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ , as _____ of THE CITY OF PORT ST. LUCIE, on behalf of the CITY. He/She [ ] is personally known to me, or [ ] produced_____as identification.

_____
NOTARY PUBLIC, State of Florida

_____
Printed Name of Notary

My commission expires:

CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY

By:_____
Chairperson

Dated: _____ , 2016

Attest:

_____
City Clerk

Dated: _____ , 2016

Approved as to legal form:

_____
CRA Legal Counsel

Dated: _____ , 2016

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____ , as _____ of the CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY, on behalf of the AGENCY. He/She [ ] is personally known to me, or [ ] produced _____ as identification.

_____

~~NOTARY PUBLIC, State of Florida~~

Printed Name of Notary

My commission expires:

Signed, sealed and delivered
in our presence as witnesses:

OUTFRONT MEDIA LLC

_____
Signature

_____
Print Name

_____
Signature

_____
Print Name

By:_____

Its: _____
(Title)

Dated:_____

STATE OF _____)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by_____ , as _____ of OUTDOOR MEDIA LLC, on behalf of the company. He/She [ ] is personally known to me, or [ ] produced _____ as identification.

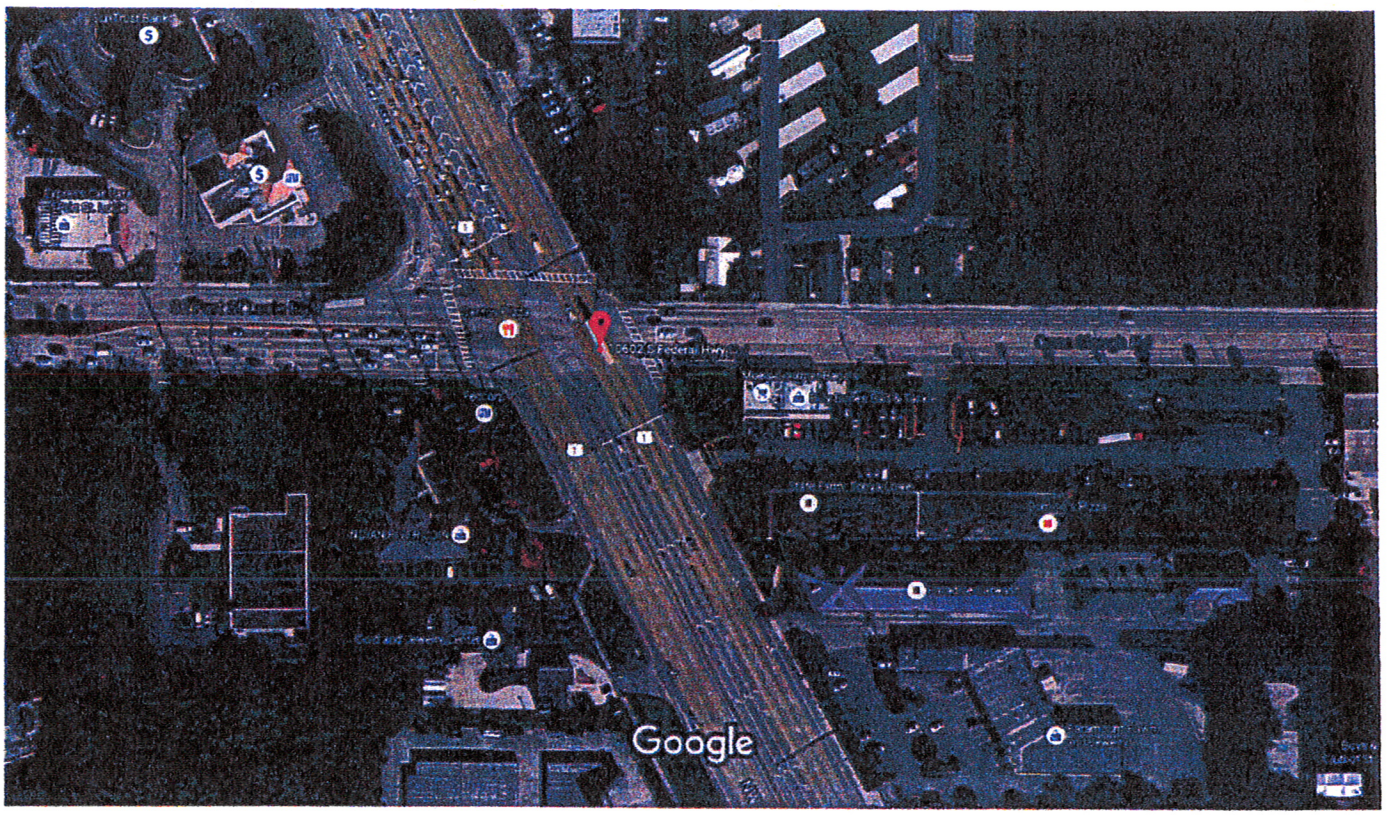
_____
NOTARY PUBLIC, State of

_____
Printed Name of Notary

My commission expires:

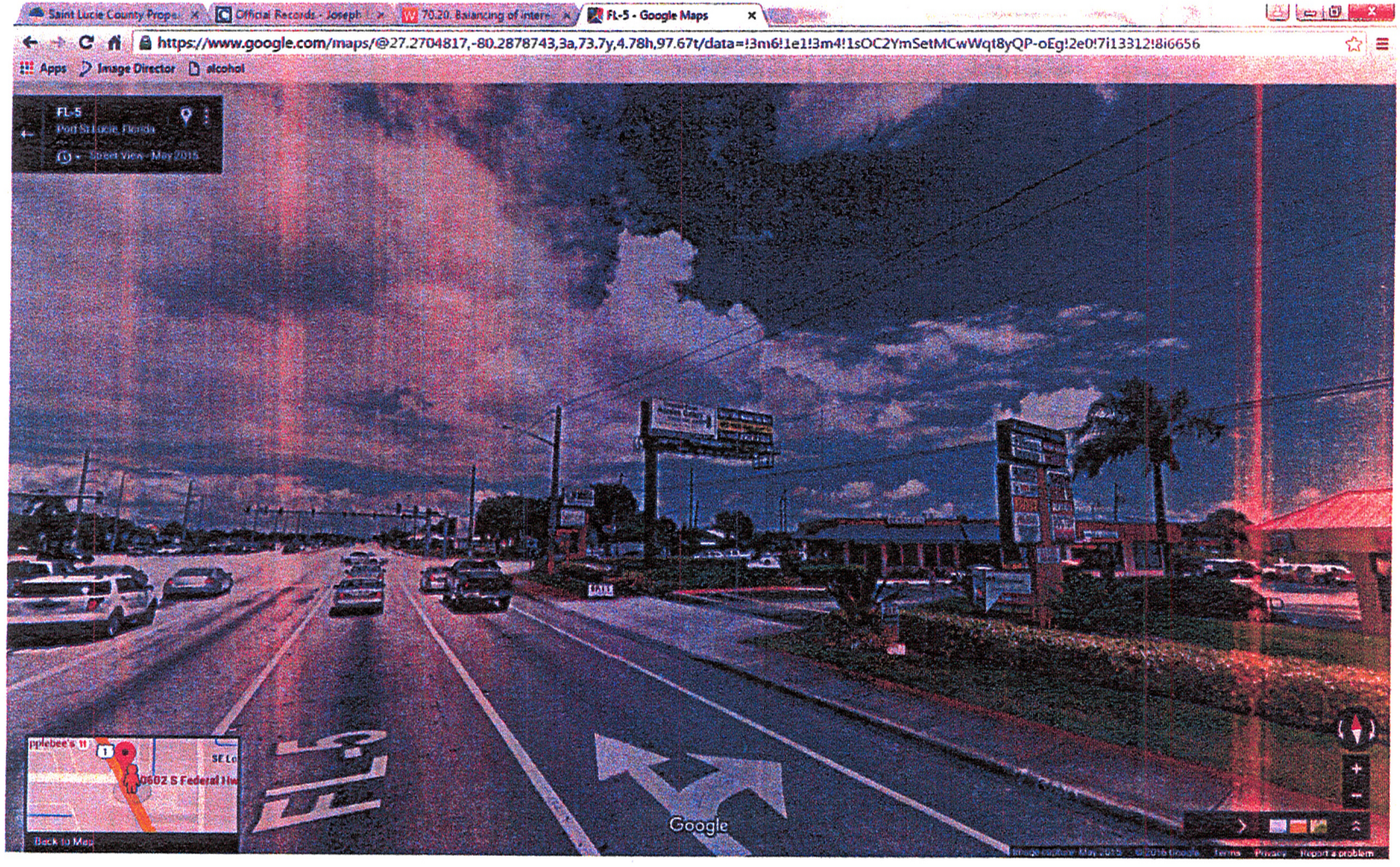
ATTACHMENT 2

Google Maps 10602 S Federal Hwy



Imagery ©2016 Google, Map data ©2016 Google 100 ft

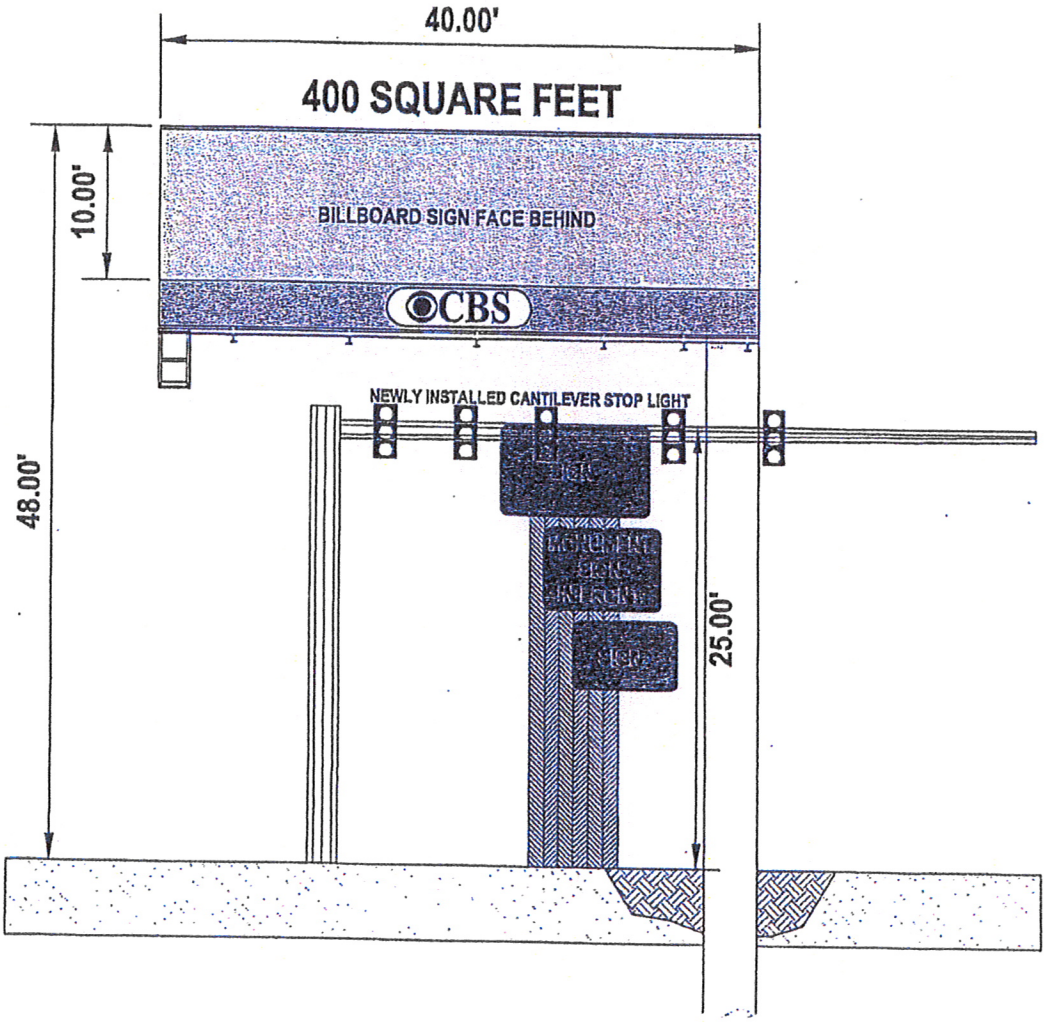
ATTACHMENT 3


Saint Lucie County Propa
Official Records - Joseph
70.20. Balancing of intere
FL-5 - Google Maps
https://www.google.com/maps/@27.2704817,-80.2878743,3a,73.7y,4.78h,97.67t/data=!3m6!1e1!3m4!1sOC2YmSetMCwWqt8yQP-oEg!2e0!7i13312!8i6656
Apps
Image Director
alcohol
FL-5
Port St Lucie, Florida
Street View - May 2015
Back to Map
Google

ATTACHMENT 4

EXISTING SIGN CONFIGURATION

PROFILE VIEW LOOKING SOUTH, AT CAR HEIGHT, POSITIONED AT STOP LIGHT - SCALE 1" = 10'

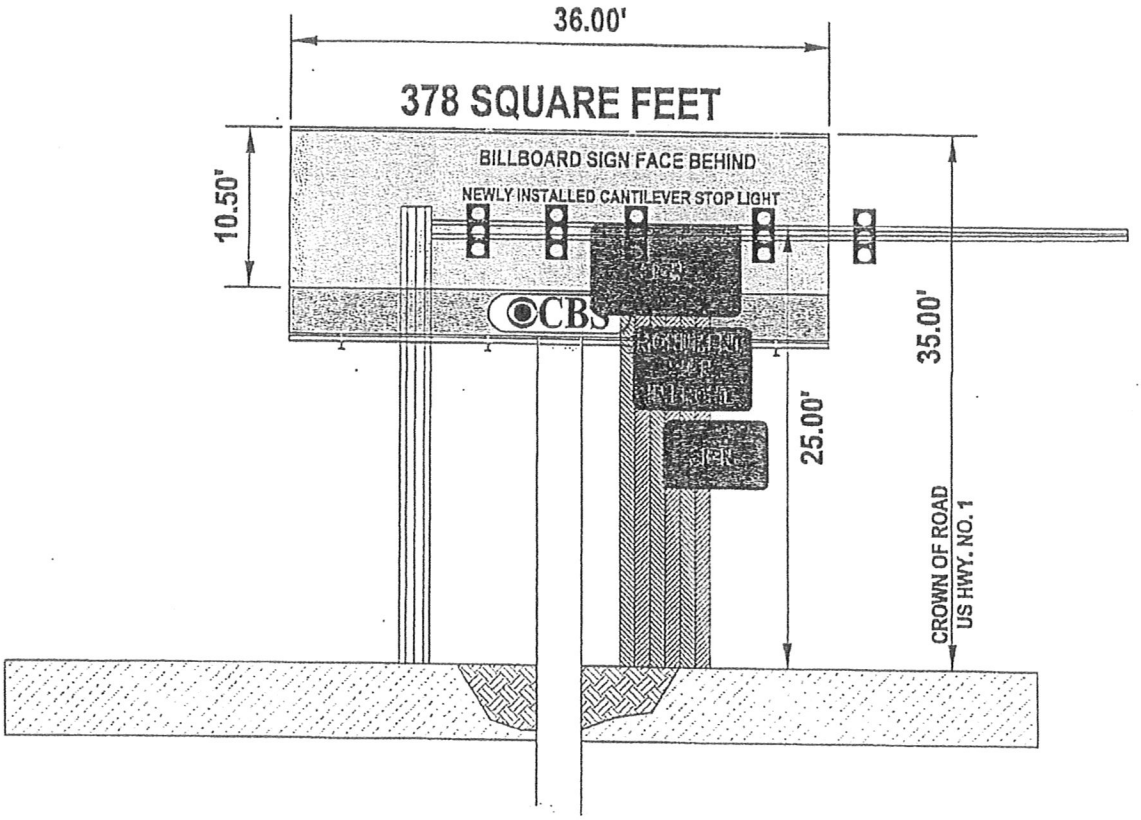


D. L. BLANTON, Inc. SURVEYING & MAPPING	2721 Vista Parkway, Suite C-2 West Palm Beach, Florida 33411 Telephone: (561) 963-1953 Fax: (561) 642-8371 Email: DLBlanton@bellsouth.net	EXHIBIT EXISTING BILLBOARD VIEW Equity Investment Corp. Site 10600 US Highway Highway 1, Port Saint Lucie, Fl 34952 DOT Tag CE474 / CE475 - CBS Lease # 01281.913061 CBS Sign # 48399B-A to F / 48398B A to F	REF: 12/37/40 REVISIONS: DATE: 6-12-2014 DWG #: 13-008-04 Sheet 1 of 1

ATTACHMENT 5

SIGN CONFIGURATION
AT 35' "CODE HEIGHT"

PROFILE VIEW LOOKING SOUTH, AT CAR HEIGHT, POSITIONED AT STOP LIGHT - SCALE 1" = 10'

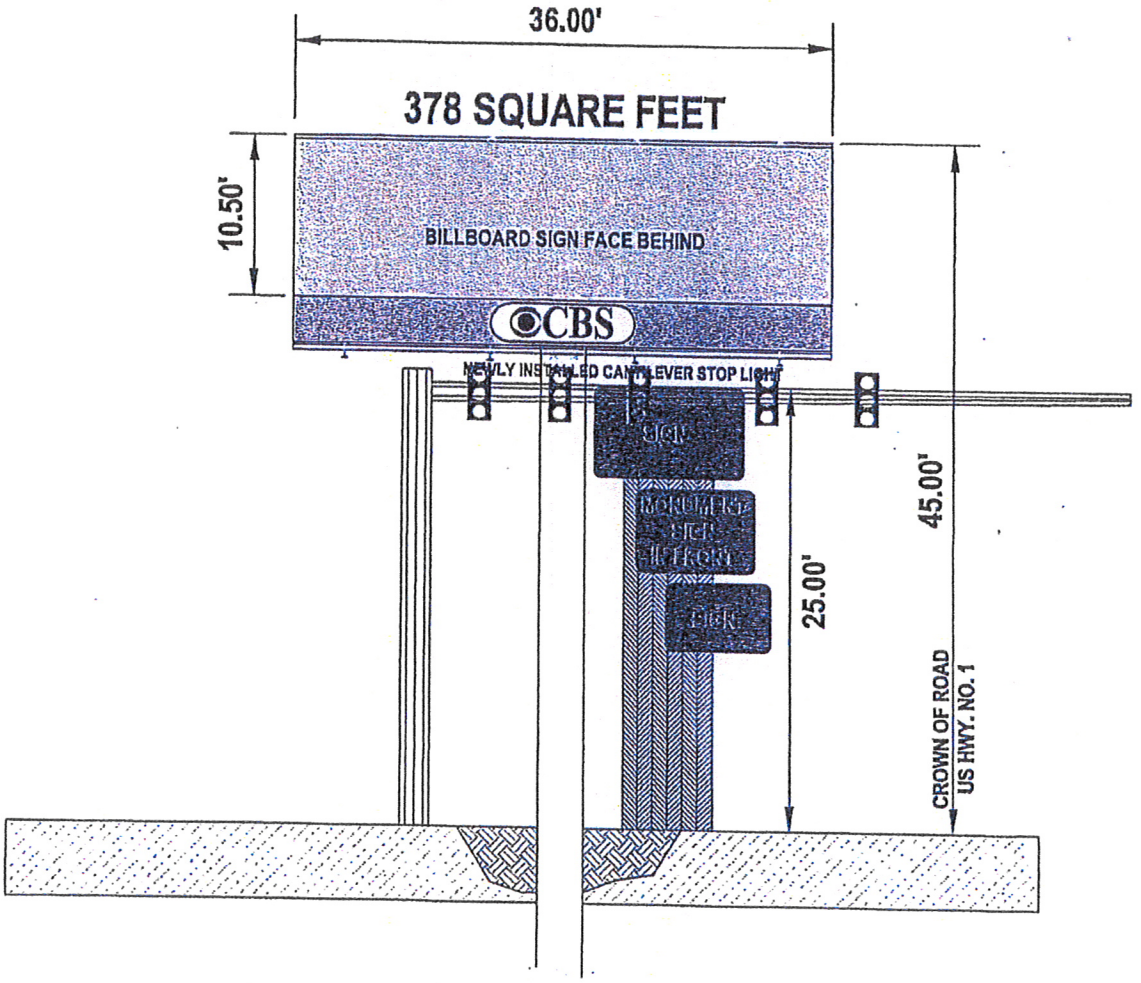


D. L. BLANTON, Inc. SURVEYING & MAPPING	2721 Vista Parkway, Suite C-2 West Palm Beach, Florida 33411 Telephone: (561) 983-1953 Fax: (561) 842-6371 Email: DLBlanton@bellsouth.net	EXHIBIT PROPOSED BILLBOARD AT CODE HEIGHT Equity Investment Corp. Site 10600 US Highway Highway 1, Port Saint Lucie, Fl 34952 DOT Tag CE474 / CE475 - CBS Lease # 01281.013061 CBS Sign # 48399B-A to F / 48398B A to F	REF: 12/37/40 REVISIONS: DATE: 6-12-2014 DWG #: 13-008-04 Sheet 1 of 1

ATTACHMENT 6

PROPOSED SIGN CONFIGURATION AT 45' "VISIBLE HEIGHT"

PROFILE VIEW LOOKING SOUTH, AT CAR HEIGHT, POSITIONED AT STOP LIGHT - SCALE 1" = 10'



D. L. BLANTON, Inc. SURVEYING & MAPPING	2721 Vista Parkway, Suite C-2 West Palm Beach, Florida 33411 Telephone: (561) 983-1953 Fax: (561) 642-6371 Email: DLBlanton@bellsouth.net	EXHIBIT PROPOSED BILLBOARD VIEW Equity Investment Corp. Site 10600 US Highway Highway 1, Port Saint Lucie, Fl 34952 DOT Tag CE474 / CE475 - CBS Lease # 01281.913061 CBS Sign # 48399B-A to F / 48398B A to F	REF: 12/37/40 REVISIONS: DATE: 6-12-2014 DWG #: 13-008-04 Sheet 1 of 1

ATTACHMENT 7

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13i
Meeting Date: 6-13-16

TO: MAYOR AND CITY COUNCIL

THRU: JEFF BREMER, CITY MANAGER on behalf of the City Manager

FROM: AZLINA GOLDSTEIN SIEGEL, INTERIM CITY ATTORNEY AGS
JOHN J. FUMERO, INTERIM CITY ATTORNEY

Signed in attorney's absence to avoid delay

AGENDA ITEM: Motion: APPROVING BILLBOARD RECONSTRUCTION AGREEMENT BETWEEN THE CITY, THE CITY OF PORT ST. LUCIE COMMUNITY REDEVELOPMENT AGENCY, AND OUTFRONT MEDIA LLC, CONCERNING A PROPERTY LOCATED AT 10602 SOUTH FEDERAL HIGHWAY IN UNINCORPORATED ST. LUCIE COUNTY, FLORIDA

SUBMITTAL DATE: 6/7/2016

STRATEGIC PLAN LINK: This item is consistent with the City of Port St. Lucie Goals 2015-2020, specifically Goal 2 entitled "Growing Local Economy."

BACKGROUND: Section 70.20 of the Florida Statutes, expressly authorizes and encourages municipalities, counties, and other governmental entities and sign owners to enter into relocation and reconstruction agreements that allow governmental entities to undertake public projects and accomplish public goals without the expenditure of public funds while allowing the continued maintenance of private investment in signage as a medium of commercial and noncommercial communication. Outfront Media LLC ("Outfront") is the owner of a lawfully erected, non-conforming sign structure (the "Existing Sign") located in unincorporated St. Lucie County, Florida at 10602 South Federal Highway (the "Sign Parcel"). The Sign Parcel is owned by Equity Investment Corporation, and is located adjacent to the City of Port St. Lucie Community Redevelopment Area (the "CRA").

The Existing Sign was lawfully constructed approximately 25 years ago. However, due to subsequent changes in the County's sign code, the Existing Sign is currently considered a nonconforming structure due to height, setback, sign face dimensions and structural/windload requirements. Outfront has applied to St. Lucie County for a permit to remove the Existing Sign and replace it with a 35-foot tall, monopole LED billboard, which would be in full compliance with the County's current sign code. Outfront has also filed a variance application with the County, seeking a ten (10) foot height variance that would allow construction of the new sign to a height of 45 feet.

By letter dated June 3, 2015, the City of Port St. Lucie Community Redevelopment Agency (the "Agency") notified the County of its objection to the variance request, expressing concerns regarding, among other things, the potential impact of the new sign on a

landscape beautification project currently being designed for the City's U.S. 1 Corridor, and the goals sought to be accomplished by the approved CRA Master Plan.

The staff of the City and the CRA acknowledge that under the County's current sign code, Outfront may erect a 35-foot tall, new LED Billboard on the Sign Parcel as a matter of right. Outfront's representatives desire to resolve the Agency's existing, and the City's potential, objections to Outfront's variance request. Accordingly, the attached Agreement is being proposed in order to establish and memorialize the terms and conditions under which the Agency will withdraw its objections.

ANALYSIS: In the event Outfront's variance request is approved by St. Lucie County, Outfront will make the Replacement Sign available *at no cost* to the City or the Agency for the dissemination of public service information as follows:

1. During times of declared weather emergencies affecting the City for the sole and limited purpose of communicating emergency information to the City's citizens and the travelling public, in accordance with the terms and conditions of the emergency alert notification program adopted by the Florida Outdoor Advertising Association and the applicable governmental agency/agencies; and
2. Display of "amber alerts" issued by the Florida Department of Law Enforcement ("FDLE"), or such other law enforcement agency that may from time to time be responsible for issuance of same, when it is determined, pursuant to guidelines and procedures already in place between the FDLE (or such other agency/agencies) and the outdoor advertising industry to identify appropriate situations; and
3. Display of official emergency notifications issued by the City of Port St. Lucie Police Department to advise the public of an active or imminent public threat posed by a dangerous fugitive known or reasonably suspected to be in the area, or an active-shooter situation; and
4. Up to four (4) times per calendar year, for a period of no longer than thirty (30) consecutive days each, for the display of event announcements sponsored by the City and/or the Agency, and non-commercial public service announcements.

In the event Outfront's variance request is approved, locally operated City and County businesses will be given priority in purchasing advertising time on the Replacement Sign (at standard rates). Additionally, during any period when either face of the Replacement Sign has unsold time/flips, Outfront will use its best efforts to display, at the election of the City and/or the Agency, either a stock "shop local" message or messages advertising events or functions sponsored by the City and/or the Agency. This space will be provided at no cost to the City and/or the Agency, and will not count against the advertising total shared allotment of 4 events/announcements given to the City and/or the Agency.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The proposed Agreement has been reviewed and approved as to form by Azlina Goldstein Siegel, Interim City Attorney/CRA Legal Counsel.

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A presentation on the matter will be made by the City Manager's Office or the City Attorney's Office upon request.

REQUESTED MEETING DATE: 6/13/2016

LOCATION OF PROJECT: 10602 South Federal Highway. See the attached Site Location Map.

ATTACHMENTS: (1) Proposed Billboard Reconstruction Agreement; (2) Site Location Map; (3) Photograph of Existing Billboard Sign; (4) Existing Sign Configuration; (5) Proposed Sign at Code Height; and (6) Proposed sign configuration with Variance

cc: Daniel Holbrook, Assistant City Manager – Community Development
Bridget Kean, CRA Director

ATTACHMENT 8

CITY OF PORT ST. LUCIE

Planning & Zoning Department

June 3, 2015

Howard Tipton, County Administrator
St. Lucie County Administration
2300 Virginia Avenue
Ft. Pierce, Florida 34982

Re: Objection to Sign Height Variance – Outfront Media LLC
10602 South Federal Highway, Port St. Lucie, FL 34952

Dear Mr. Tipton:

The City of Port St. Lucie Community Redevelopment Agency (the "Agency") has received and reviewed a copy of the Variance application that was submitted by Outfront Media LLC f/k/a CBS Outdoor LLC ("Outfront Media"). It is the Agency's understanding that Outfront Media is seeking a variance from the County because it desires to replace its existing non-conforming billboard that is located on the above-referenced property. The subject property is an unincorporated County enclave adjacent to the City of Port St. Lucie Community Redevelopment Area (CRA). Although the Interlocal Planning Agreement, dated September 17, 2001, between the City of Port St. Lucie, the County, and the Agency (the "Interlocal"), has since expired and the parties should discuss entering into a new Interlocal Planning Agreement, the Agency desires to notify the County of its objection to Outfront Media's application for a variance in accordance with the terms of said Interlocal.

To refresh your recollection, under the Interlocal the County is to provide the Agency with a copy of any development approval application proposed in the unincorporated County area adjacent to the CRA. The Agency is to notify the County if there is an objection to the application and may request that the County take certain actions as they relate to approval or denial of the request or provide for conditions or changes to the requested application in order to make it more consistent with the approved CRA Master Plan.

Based on the information provided by your office, Outfront Media has applied for a variance of ten (10) feet pursuant to Section 9.02.02 of the St. Lucie County Land Development Code to allow for the erection of a replacement billboard on the subject property with a proposed height of forty-five (45) feet. Section 9.02.02 (D) of the St. Lucie County Land Development Code sets a maximum height limit of thirty-five (35) feet for a billboard. The existing non-conforming "double-face" billboard is forty-eight (48) feet tall and is located at the southeast corner of the intersection of U.S. 1 and Port St. Lucie Boulevard/Mariposa Avenue. Outfront Media is

proposing to replace the existing "double-face" billboard with a new, but still non-conforming 45-foot tall monopole LED variable electronic message display digital billboard. The existing billboard is located on property zoned SLC General Commercial and was constructed approximately twenty-five (25) years ago. The billboard is considered to be a non-conforming structure due to current height, sign area dimensions, setback, and windload requirements. The new monopole billboard, as proposed by Outfront Media, will be designed to meet all County requirements with the exception of the height requirement. Outfront Media has stated that a variance is required because the existing cantilever traffic signals and neighboring signage would interfere with the visibility of a billboard that, if made in conformance with the existing County regulations, would be set at the maximum height limit of thirty-five (35) feet at that site location.

The Agency has reviewed Outfront Media's proposed project for consistency with the policies and guidelines of the CRA Master Plan. All development within the Port St. Lucie CRA must be consistent with the City of Port St. Lucie's Comprehensive Plan and Land Development Regulations. As stated in the CRA Master Plan, development within the CRA should be compatible with the citywide design guidelines. The Citywide Design Standards are intended to foster a sense of place by improving the aesthetics and visual quality of the built environment in Port St. Lucie. Goal 8 of the CRA Master Plan supports strong Code compliance in the CRA. Goal 10 of the CRA Master Plan encourages the redevelopment of older strip commercial areas that support the desired development patterns and concepts expressed in the plan.

U.S. 1 is identified as a gateway corridor in the CRA Master Plan. The Port St. Lucie Boulevard/U.S. 1 intersection is a major junction in the City that connects two CRA districts in the CRA -- the U.S. 1 Corridor and the Port St. Lucie Boulevard/Riverwalk. In general, billboards are prohibited in Port St. Lucie except for select zoning districts following approval of a Special Exception Use. The zoning districts that list a billboard as a Special Exception Use are as follows: Industrial, Utility, Open Space Recreation, Open Space Conservation, and General Use. Section 155.08 (N) (3) of the City of Port St. Lucie Sign Code limits the location of billboards to within 200 feet of the Florida Turnpike or I-95 right-of-way, and at least 200 feet away from any land with any residential land use designation. Billboards are not permitted on U.S. 1 within the City of Port St. Lucie or on property zoned General Commercial. Variable electronic message boards and changeable copy signs are prohibited by the City's Sign Code except when approved for a billboard as part of a Special Exception Use or when approved for a specific development as part of a master sign program.

The Agency does not support any changes or enhancements to the existing billboard on the subject property located at 10602 South Federal Highway. Pursuant to the Section 155.09 of the City of Port St. Lucie Sign Code, a billboard on U.S. 1 is considered a non-conforming sign. Section 155.09 (B) of the Sign Code prohibits any changes or structural alterations to any signage that is considered a non-conforming sign.

A landscape beautification project is currently being designed for the City's U.S. 1 Corridor. It will provide for enhanced landscaping in the medians and other streetscape improvements. The landscape beautification project will run from the Martin County line north to the proposed U.S. 1 terminus of the extension of the existing Crosstown Parkway. An LED variable message billboard at the intersection of U.S. 1 and Port St. Lucie Boulevard is not consistent with the Agency's goal

of improving the aesthetics and visual quality of the built environment on U.S. 1 as called for in the CRA Master Plan.

Based on the foregoing reasons, this letter shall serve as the Agency's written objection to Outfront Media's variance request and application. The replacement billboard proposed by Outfront Media is not consistent with the approved CRA Master Plan, the City of Port St. Lucie Land Development Regulations, nor the City of Port St. Lucie Citywide Design Standards. The Agency contends that Outfront Media's variance application and their request to have the County enter into a "reconstruction agreement" need to be denied. Accordingly, the Agency respectfully requests the County and its Planning Staff to fully consider the Agency's objections on the matter in the review and deliberation on Outfront Media's requests and application for a variance for its proposed replacement billboard.

Thank you in advance for your time and consideration of the Agency's above objection. In addition, as stated at the beginning of this letter, we think staff from the City, County and the Agency should meet in the near future to discuss entering into a new Interlocal Planning Agreement as the Agency will be pursuing various efforts and activities in the CRA. If you should have any questions or would like to discuss any of the above matters further, I can be reached at (772) 873-6489.

Sincerely,

Bridget Kean

Bridget Kean, AICP
CRA Director

cc: Daniel S. McIntyre, County Attorney
Mark Satterlee, AICP, Deputy County Administrator
Leslie Olson, AICP, Interim Director - County Planning and Development Services
Jeffrey Bremer, City Manager
Pam Booker, City Attorney
Daniel Holbrook, Assistant City Manager – Community Development
Patti Tobin, Planning and Zoning Director
Azlina Goldstein Siegel, Assistant City Attorney/CRA Attorney

BOARD OF
COUNTY
COMMISSIONERS

ST. LUCIE COUNTY
FLORIDA

PLANNING & DEVELOPMENT
SERVICES DEPARTMENT

Planning Division

June 10, 2015

RECEIVED
JUN 15 2015
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

City of Port St. Lucie Community Redevelopment Agency
Attn: Bridget Kean, CRA Director
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099

Re: City of Port St. Lucie CRA Letter of Objection to Variance
Outfront Media, LLC - 10602 South Federal Highway

Dear Ms. Kean:

Thank you for the Community Redevelopment Agency's (CRA) review and response dated June 3, 2015 to the variance request submitted by Outfront Media, LLC to replace an existing 48-foot high billboard with a new 45-foot high LED billboard that will exceed the minimum 35-foot height requirement pursuant to Land Development Code, Section 9.02.02(D).

Staff understands the Agency's objections to this request and has forwarded your response to the applicant. The petition has been reviewed by County staff and is pending an applicant response to comments. If this petition is scheduled for a public hearing before the Board of Adjustment, you will be notified at least 30 days in advance of the meeting date.
If you have any questions or would like to discuss this matter further, I can be reached at (772) 462-1589.

Sincerely,

Leslie Olson

Leslie Olson, AICP
Interim Planning and Development Services Director

cc: Mark Satterlee, AICP, Deputy County Administrator
File

ITEM #10 IS A VERBAL PRESENTATION

THERE IS NO BACK-UP DOCUMENTATION FOR THIS ITEM

CRA ITEM: 11A

DATE: 6/27/16

MEMORANDUM

TO: CITY COUNCIL

FROM: MICHELLE LEE BERGER, COUNCILWOMAN JRC for MLB

SUBJECT: REQUEST FOR EXCUSED ABSENCE, CRA MEETING, 03/28/2016

DATE: 3/31/2016

This memo serves to request an excused absence for the CRA Meeting of March 28, 2016. I was unable to attend due to family business.

Thank you.

MB/jrc

RECEIVED

MAR 31 2016

CITY MANAGER'S OFFICE