"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, November 28, 2016 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

Stephanie Morgan, Councilwoman	**District I**
John Carvelli, Councilman	**District II**
Shannon Martin, Vice Mayor	**District III**
Jolien Caraballo, Councilwoman	**District IV**

Administration

Russ Blackburn, City Manager

O. Reginald Osenton, City Attorney

Karen A. Phillips, City Clerk

NOTICE OF COUNCIL MEETINGS AND AGENDAS

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

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

Agenda
City Council Meeting
City Hall Council Chambers
121 SW Port St. Lucie Boulevard
Monday, November 28, 2016

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

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

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

1. **MEETING CALLED TO ORDER**

2. **ROLL CALL**

3. **INVOCATION & PLEDGE OF ALLEGIANCE**

4. **PROCLAMATIONS AND SPECIAL PRESENTATIONS**

5. **PUBLIC TO BE HEARD**

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

7. **APPROVAL OF CONSENT AGENDA**

   A. **APPROVAL OF MINUTES** - REGULAR COUNCIL OCTOBER 24, 2016

   B. **TREASURE COAST WOOD CARVERS,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 33RD ANNUAL WOOD CARVING SHOW, SIGNS SCHEDULED TO BE PLACED FEBRUARY 4, 2017, THROUGH FEBRUARY 14, 2017, CITY MANAGER

   C. **PORT ST. LUCIE ANGLERS CLUB,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE 2017 NAUTICAL FLEA MARKET, SIGNS SCHEDULED TO BE PLACED JANUARY 8, 2017, THROUGH JANUARY 14, 2017, CITY MANAGER

   D. **ST. JAMES APOSTLE ORTHODOX CHURCH,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE PORT ST. LUCIE GREEK FESTIVAL, SIGNS SCHEDULED TO BE PLACED JANUARY 3, 2017, THROUGH JANUARY 15, 2017, CITY MANAGER

E. **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION,** AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20170051, PROCUREMENT MANAGEMENT DEPARTMENT

F. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE STATE OF FLORIDA TERM CONTRACT #43230000-15-02, **SOFTWARE HOUSE INTERNATIONAL,** #20170033, 2016/2017 FISCAL YEAR EXPENDITURE FOR RENEWAL OF EXISTING OFFICE 365 LICENSING IS $166,657.46, CONTRACT PERIOD IS FEBRUARY 1, 2016, THROUGH JANUARY 31, 2019, PROCUREMENT MANAGEMENT DEPARTMENT

G. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE FLORIDA SHERIFF CONTRACT #FSA16-VEH14.0, **EVERGLADES FARM EQUIPMENT,** #20170013, PURCHASE OF ONE JOHN DEERE WHEEL LOADER WITH HEAVY DUTY PALLET FORK AND BUCKET, $64,700, AND FUTURE PURCHASES FROM THIS CONTRACT AS BUDGET ALLOWS, PROCUREMENT MANAGEMENT DEPARTMENT

H. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** AND PARTICIPATE IN THE NATIONAL IPA CONTRACT #120535, **HECTOR TURF,** #20170012, PURCHASE OF TORO EQUIPMENT, $170,569.04, AND FUTURE PURCHASES AS BUDGET ALLOWS, PROCUREMENT MANAGEMENT DEPARTMENT

I. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** PURCHASE OF ONE NEW 2017 22' FULL FRAME DUMP TRAILER – STEEL BODY & FRAME, **WARREN EQUIPMENT, INC.,** #20170032, $37,585, PROCUREMENT MANAGEMENT DEPARTMENT

J. **APPOINTMENT RECOMMENDATION OF ALTERNATE PLANNING AND ZONING BOARD MEMBER JAMES MYRICK TO THE AT-LARGE POSITION TO REPLACE RESIGNING BOARD MEMBER GEORGE PAPPAS, FOR A TERM ENDING ON APRIL 1, 2019,** PLANNING AND ZONING

K. **APPOINTMENT RECOMMENDATION OF KEVIN MATYJASZEK TO THE NEW GENERAL OR BUILDING CONTRACTOR MEMBER POSITION OF THE CONTRACTOR'S EXAMINING BOARD TO REPLACE GREG OLDAKOWSKI, FOR A 2 YEAR TERM ENDING NOVEMBER 2018,** BUILDING DEPARTMENT

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

A. **ORDINANCE 16-80,** AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN EASEMENT FROM THE CITY OF PORT ST. LUCIE TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION RELATED TO ELECTRIC SERVICE FOR A RADIO COMMUNICATIONS TOWER LOCATED ON

CITY-OWNED PROPERTY DESCRIBED AS MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

B. **ORDINANCE 16-81,** AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 IN ORDER TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; AUTHORIZING THE LEVY OF AD VALOREM TAXES WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

9. OTHER PUBLIC HEARINGS

10. FIRST READING OF ORDINANCES

A. **ORDINANCE 16-82,** AN ORDINANCE TO REZONE 0.7 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CH (HIGHWAY COMMERCIAL) FOR A PROJECT KNOWN AS GATLIN LAND TRUST LOTS 14-17, P16-050; PROVIDING FOR AN EFFECTIVE DATE.

B. **ORDINANCE 16-83,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PORT ST. LUCIE – BRESCIA STREET (P16-139) TO CHANGE THE FUTURE LAND USE DESIGNATION OSR (OPEN SPACE RECREATION) TO CH (HIGHWAY COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1732, LOTS 12, 13, 18, AND 19, LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD JUST WEST OF BRESCIA STREET; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

C. **ORDINANCE 16-84,** AN ORDINANCE TO REZONE 0.66 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD, WEST OF BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CH (HIGHWAY COMMERCIAL) FOR A PROJECT KNOWN AS CITY OF PORT ST. LUCIE – BRESCIA STREET, P16-140; PROVIDING FOR AN EFFECTIVE DATE.

D. **ORDINANCE 16-85,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR BRESCIA ST. PARCELS 12-19 (P16-047) TO CHANGE THE FUTURE LAND USE DESIGNATION RM (MEDIUM

DENSITY RESIDENTIAL) TO OSC (OPEN SPACE CONSERVATION) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1731, LOTS 12 - 19 AND LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

E. **ORDINANCE 16-86,** AN ORDINANCE TO REZONE 1.86 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSC (OPEN SPACE CONSERVATION) FOR A PROJECT KNOWN AS BRESCIA STREET LOTS 12-19, P16-048; PROVIDING FOR AN EFFECTIVE DATE.

F. **ORDINANCE 16-87,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR SPEC PSL, LLC (P16-154) TO CHANGE THE FUTURE LAND USE DESIGNATION ROI (RESIDENTIAL, OFFICE, INSTITUTIONAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 14, BLOCK 1388, LOTS 9-11 AND 33-34, AND LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD BETWEEN SAVONA BOULEVARD AND EAST CALABRIA CIRCLE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

G. **ORDINANCE 16-88,** AN ORDINANCE TO REZONE 1.02 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN SAVONA BOULEVARD AND EAST CALABRIA CIRCLE, FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS GATLIN BOULEVARD (SPEC PSL), P16-155; PROVIDING FOR AN EFFECTIVE DATE.

H. **ORDINANCE 16-89,** AN ORDINANCE PROVIDING FOR THE FOURTH AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR OUTDOOR RESORTS AT ST. LUCIE WEST (MOTORCOACH RESORT) PUD (P16-160) LOCATED ON THE NORTHWEST CORNER OF NW PEACOCK BOULEVARD AND NW CALIFORNIA BOULEVARD; PROVIDING AN EFFECTIVE DATE.

I. **ORDINANCE 16-90,** AN ORDINANCE TO REZONE 0.46 ACRES OF PROPERTY LOCATED WEST OF SW BILTMORE STREET, EAST OF SW SOUTH MACEDO BOULEVARD, SOUTH OF SW SWAN AVE., AND NORTH OF SW LAKEHURST DRIVE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS JOSE & LISA VIDES (16-168); PROVIDING FOR AN EFFECTIVE DATE.

J. **ORDINANCE 16-91,** AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF

PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR GEORGE CALLAS HOLDINGS (P16-170) TO CHANGE THE FUTURE LAND USE DESIGNATION CH (HIGHWAY COMMERCIAL) TO CS (SERVICE COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 31, BLOCK 1711, LOTS 1-4, AND BLOCK 1712, LOTS 1-4, AND LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

K. **ORDINANCE 16-92,** AN ORDINANCE REZONING PROPERTY LOCATED ON THE NORTH SIDE OF SOUTH NIEMEYER CIRCLE BETWEEN INDUSTRIAL BOULEVARD AND S.E. VILLAGE GREEN DRIVE FROM THE WAREHOUSE INDUSTRIAL ZONING DISTRICT (WI) TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT (PUD) FOR A PROJECT KNOWN AS ROSS MIXING PUD (P16-164); PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE.

11. RESOLUTIONS

A. **RESOLUTION 16-R87,** A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT FOR VERANO P.U.D. NO. 1, PLAT NO. 17 (THE FINAL PLAT AND CONSTRUCTION PLANS) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VERANO DEVELOPMENT, LLC, OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE; P16-158

B. **RESOLUTION 16-R88,** A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SYMPATICO PLAZA 1 (P16-172) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF PORT ST. LUCIE PROPERTIES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

C. **RESOLUTION 16-R90,** A RESOLUTION ACCEPTING THE DEED OF CONSERVATION EASEMENT FROM THE ST. LUCIE WEST SERVICES DISTRICT FOR APPROXIMATELY 1.5 ACRES WITHIN THE ST. LUCIE WEST DEVELOPMENT OF REGIONAL IMPACT WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF THE ST. LUCIE WEST SERVICES DISTRICT; PROVIDING AN EFFECTIVE DATE.

D. **RESOLUTION 16-R89,** A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR ST. LUCIE WEST PLAT NO. 194 (P16-065); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ST. LUCIE WEST SERVICES DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

E. **RESOLUTION 16-R91,** A RESOLUTION DESIGNATING THE CITY OFFICIALS AUTHORIZED TO WITHDRAW FUNDS FROM THE DEPOSITORY ACCOUNTS; PROVIDING AN EFFECTIVE DATE.

F. **RESOLUTION 16-R86,** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006 IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; AUTHORIZING THE PREPARATION AND ADVERTISING OF AN OFFICIAL NOTICE OF SALE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR 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 TO SUCH BONDS; 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; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

A. **DOUGLAS N. HIGGINS, INC.,** A-19 WATER CONTROL STRUCTURE AUTOMATION CONSTRUCTION PROJECT, #20160115, $651,540, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS WITH NO OPTION TO RENEW, PROCUREMENT MANAGEMENT DEPARTMENT

B. **CRIME LABORATORY SERVICES AT INDIAN RIVER STATE COLLEGE**, #95-31218, QUARTERLY PAYMENTS OF $78,338.25, AS BUDGET ALLOWS FOR AN ANNUAL TOTAL OF $313,353, FOR THE 2016/2017 FISCAL YEAR, PROCUREMENT MANAGEMENT DEPARTMENT

C. **WAIVE THE BIDDING FOR GOOD CAUSE SHOWN 35.04 (C),** LEASE PURCHASE OF 282 HANDHELD RADIOS AND 245 MOBILE/VEHICULAR RADIO SETS INCLUDING ALL ACCESSORIES REQUIRED, A 3 YEAR

WARRANTY, AND PROGRAMMING, **MOTOROLA SOLUTIONS CREDIT COMPANY, LLC,** #20170017, TOTAL COST OF $2,294,457.87, A CREDIT OF $510,270.87, IS ALLOWED AS A TRADE-IN AMOUNT, AND A $500,000, DOWN PAYMENT WILL BE ISSUED, THE LEASE AMOUNT IS $1,284,187, WITH YEARLY PAYMENTS OF $272,451.05, FOR FIVE YEARS, PROCUREMENT MANAGEMENT DEPARTMENT

D. **AGREEMENT FOR EXCHANGE OF PROPERTY BETWEEN THE CITY OF PORT ST. LUCIE AND EQUITAS MANAGEMENT GROUP, LLC**, LEGAL DEPARTMENT

E. **COAST TO COAST LANDSCAPING**, MEDIAN, RETENTION POND, AND CUL DE SAC MOWING AND LANDSCAPE MAINTENANCE SERVICES – CENTRAL AND EASTERN PORT ST. LUCIE, #20160135, UNIT PRICES OF $27 PER ACRE FOR MOWING, $27 PER ACRE FOR RETENTION POND MOWING, $10 PER CUL DE SAC, $10 PER GUARDRAIL, $0.01 PER LINEAR FOOT OF EDGING, AND $200 PER SERVICE FOR THE PUBLIC WORKS COMPLEX AND PARK N' RIDE, ESTIMATED ANNUAL COST IS $249,961.44, PLUS A ONE-TIME $10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR FIVE YEARS WITH A RENEWAL OPTION OF ONE FIVE YEAR TERM WITH NO ADDITIONAL COUNCIL APPROVAL REQUIRED, PROCUREMENT MANAGEMENT DEPARTMENT

F. **COUNCIL RULES DISCUSSION,** MAYOR & COUNCIL

14. **DETERMINATION OF EXCUSED ABSENCES**

15. **CITY MANAGER'S REPORT**

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

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

18. **ADJOURN**

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

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

November - December Meeting Calendar

DATE	MEETING	TIME	LOCATION
11-28-16	Community Redevelopment Agency (CRA) Meeting	6:00 p.m.	City Hall Complex Council Chambers Building A
11-28-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-02-16	Special City Council Orientation Meeting	8:00 a.m.	City of Port St. Lucie Civic Center 9221 S.E. Civic Center Place Port St. Lucie, FL
12-05-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-06-16	Planning & Zoning Board Meeting	1:30 p.m.	City Hall Complex Council Chambers Building A
12-07-16	Federation of Public Employees (FOPE) Meeting	10:00 a.m.	City Hall Complex Room 366 Building A
12-08-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
12-12-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
12-13-16	Police Officer's Retirement Trust Fund Board Meeting	2:00 p.m.	City Hall Complex Room 188 Building A
12-14-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
12-14-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
12-14-16	Keep Port St. Lucie Beautiful Committee Meeting	3:00 p.m.	City Hall Complex Room 188 Building A
12-15-16	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
12-16-16	Special City Council Meeting Facilities Tour	8:00 a.m.	Bus Tour of City Facilities
12-19-16	City Council Workshop Meeting	1:00 p.m.	Port St. Lucie Community Center 2195 SE Airoso Blvd. Rooms B, C & D

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Carmen Capezzuto, Neighborhood Services Director

Agenda Item: Motion: Request by Keith O Jones on behalf of Treasure Coast Wood Carvers., requesting City Sponsorship of the 33rd Annual Wood Carving Show.

Submittal Date: 11/8/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request as this is consistent with prior requests brought before City Council.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed February 04 thru February 14, 2017.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Special Event Request for Signs in Right-of-Way
Letter from Keith O Jones on behalf of Treasure Coast Wood Carvers

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

Name of Organization: Treasure Coast Wood Carvers

Location of Event: 933 SE Streamlet Ave

Number of Signs: 44

Date range of sign placement: 02/04/2017 to 02/14/2017

Contact Person: Keith O Jones

Phone: (772) 220-2135

Email: The_horn2000@yahoo.com

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

Staff Recommendation: Approve for Signs

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

RECEIVED

NOV 0 0 2016

CITY MANAGER'S OFFICE

Nov 9, 2016

Port St Lucie City Code Compliance Dept.
City of Port St Lucie

Gentlemen,

The Treasure Coast Woodcarvers Organization requests approval to hold and advertise their 33nd annual Carving Show on Feb 11 and 12, 2017. The show will be held at the Polish American Club located at 343 NW Prima Vista in Port St. Lucie, Fl. between the hours of 10 am and 4 pm. A total of 44 signs and 3 banners will be displayed at the locations specified on the attached list from Feb 4 until Feb 14, 2017.

The Treasure Coast Woodcarvers is a not for profit organization of over 100 men and women that has been in existence for over 40 years. The members dedicate themselves to promoting the art of woodcarving by teaching people of all ages how to carve, using many kinds of mediums. The club meets at the Walton Community center on Tuesdays and Saturdays every week.

Respectively,

Keith D Jones
Show Chairman
Ph. 772-220-2135
Email: the_horn2000@yahoo.com

Location for signs and banners for a Treasure Coast Woodcarvers Show Feb 11 and 12, 2017

PREFERRED LOCATION
BANNERS 3 FT BY 5 FT on pvc pipe support

1. Crosstown Parkway and Airoso, NE corner
2. Prima Vista and Camino near Valero gas station
3. 343 Prima Vista on Polish American Club Property

SIGNS – 18 IN BY 24 IN

1. Crosstown Parkway and California, South side
2. Crosstown Parkway and Cashmere, South side – 2 signs
3. Crosstown Parkway and Bayshore – 2 signs
4. Crosstown Parkway and Airoso
5. Bayshore and Jay Cee – East side
6. Bayshore and Duxbury – East side
7. Bayshore and Violet – East side
8. Bayshore and Prima Vista – East side
9. Bayshore and just south of Marian – East side
10. Prima Vista and Peach – South Side
11. Prima Vista and Friar – South side
12. 343 Prima Vista
13. Prima Vista and Byron
14. Prima Vista Park near Airoso
15. Prima Vista and Sandia
16. Prima Vista and Floresta
17. Prima Vista and Lima
18. Prima Vista and Rio Mar
19. Prima Vista Prima Vista and Rt 1 on Bank of America property
20. Route 1 and Rio Mar
21. Route 1 and Court
22. Route 1 and Banyan
23. Route 1 on Lilly's property
24. Route 1 and La Buena Vista – East side
25. Route 1 and Village Green – East side
26. Route 1 and Savannah Club Blvd – East side
27. Route 1 and empty lot
28. Route 1 and Spanish Lakes Blvd – East side
29. Prima Vista and Camino – North side
30. Prima Vista and River Park – north side
31. Floresta and Prima Vista
32. North of Lakehurst and Airoso – East side
33. Airoso and Eweing – East side
34. Airoso and Whitney – West side
35. Airoso and Christmas – east side
36. Port St Lucie Blvd and Airoso – North east corner

37. Port St Lucie Blvd and Wagner – South side
38. Port St Lucie Blvd and Cameo – South west corner
39. Port St Lucie Blvd and Aviation – South west corner

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Carmen Capezzuto, Director of Neighborhood Services

Agenda Item: Motion: Request by Frank Gamber on behalf of Port St Lucie Anglers Club., requesting City Sponsorship of the 2017 Nautical Flea Market.

Submittal Date: 11/8/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request as this is consistent with prior requests brought before City Council.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed January 08 thru January 14 2017.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Frank Gamber

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

Name of Organization: Port St Lucie Anglers Club

Location of Event: Botanical Gardens

Number of Signs: 40

Date range of sign placement: 01/08/2017 to 01/14/2017

Contact Person: Frank Gamber

Phone: (443) 992-8428

Email: FrankGamberJr@gmail.com

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

Staff Recommendation: Approve for Signs

---

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

RECEIVED

NOV 0 0 2016

CITY MANAGER'S OFFICE

Port St. Lucie Anglers Club

ORGANIZED IN 1960

Port St. Lucie, Florida 34952

262 SW Moselle Ave
Port Saint Lucie, FL 34984
December 8, 2016

Ms Patricia Roebling
City Manager
City of Port Saint Lucie
121 SW Port Saint Lucie Blvd
Port Saint Lucie, FL 34984

Dear Ms Roebling,

The Port Saint Lucie Anglers Club is planning to sponsor a Nautical Flea Market at the Port Saint Lucie Botanical Gardens on January 14, 2017 . To help promote the event and to guide participants to the Botanical Gardens facility, we are hoping to place several dozen road signs along city roads five days before the event. The City's Business Tax Division personnel told me we would need City Council approval to place the signs, and that you could help obtain that approval. Once approval is obtained, we would complete the "Application for Special Event Sign" form and submit it to the Business Tax Division.

A copy of the Nautical Flea Market announcement flier is included for your information. If you have any questions or need additional information, please contact me at 443-992-8428 or via e-mail at FrankGamberJr@Gmaileom.

Thank you very much for your help in this matter.

Sincerely,

Frank Gamber
PSL Anglers Membership & Special Events Chair

Port Saint Lucie Anglers Club

Locations at which each sign will be placed in the City limits

S 1. Green River Parkway and Melaleuca Blvd.
L 2. Lennard Road and Melaleuca Blvd.
S 3. Lennard Road and Tiffany Avenue
S 4. Mariposa Avenue and Lennard Road
R 5. Mariposa Avenue and Lennard Road
L 6. US-1 and Mariposa Avenue (N)
S 7. Westmoreland and Bakersfield Street
S 8. Westmoreland and Bakersfield Street
R 9. US 1 and Port Saint Lucie Blvd. (S)
R 10. US-1 and Midport Road
R 11. US-1 and Lyngate Drive
L 12. Midport Road and Lyngate Road
L 13. Port St. Lucie Blvd. and Midport Road
S 14. Port St. Lucie Blvd. and Midport Road
L 15. Port St Lucie Blvd. and Westmoreland Blvd.
L 16. Westmoreland Blvd. and Mendavia Avenue
S 17. Westmoreland Blvd. and Morningside Blvd. W
S 18. Westmoreland Blvd. and Morningside Blvd. W
S 19. Westmoreland Blvd. and Pine Valley Street
S 20. Westmoreland Blvd. and Pine Valley Street
R 21. Port St. Lucie Blvd. and Floresta Drive N
R 22. Southbend Blvd. and Floresta Drive N
S 23. Port St. Lucie Blvd. and Haddon Street
L 24. Port St. Lucie Blvd. and Airoso Blvd. S
R 25. Airoso Blvd. and Cross Town Parkway E
R 26. Port St. Lucie Blvd. and Oakridge Drive N
L 27. Port St. Lucie Blvd. and Bayshore Blvd. S
S 28. Port St. Lucie Blvd. and Chestnut Lane E
L 29. Port St. Lucie Blvd. and Del Rio Blvd. S
R 30. Port St. Lucie Blvd. and Tulip Blvd. W
L 31. Port St. Lucie Blvd. and Tulip Blvd. E
L 32. Floresta Drive and Port St. Lucie Blvd. S

~~R 33 US1 Westmoreland S~~
~~L 34 US1 West Moreland N~~
~~S 35 US1 Cracker Barrel N~~
~~R 36 US1 Golden Rod N~~
~~R 37 US1 Jensen Beach Blvd W~~

All Martin County

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Carmen Capezzuto, Neighborhood Services Director

Agenda Item: Motion: Request by Dean Sfikas on behalf of St. James Apostle Orthodox Church., requesting City Sponsorship of the Port St. Lucie Greek Festival.

Submittal Date: 11/10/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request as this is consistent with prior requests brought before City Council.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed January 3rd thru January 15th, 2017.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Special Event Request for Signs in Right-of-Way
Letter from Dean Sfikas on behalf of St. James Apostle Orthodox Church

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

Name of Organization: St James the Apostle Orthodox Church

Location of Event: 2201 SE Airoso Blvd

Number of Signs: 50

Date range of sign placement: 01/03/2017 to 01/15/2017

Contact Person: Dean Sfikas

Phone: (561) 704-1913

Email: deanphotovideo@gmail.com

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

Staff Recommendation: Approve for Signs

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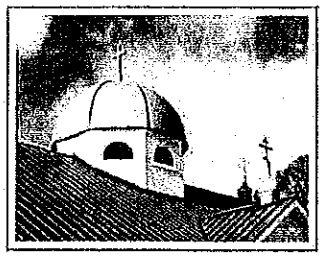
*Code Compliance Division received all required information for the event.



THE PORT ST. LUCIE GREEK FESTIVAL
SAINT JAMES ORTHODOX CHURCH
2201 AIROSO BLVD. PORT ST. LUCIE

St. James the Apostle
Orthodox Church

NOVEMBER 9, 2016

CITY OF PORT SAINT LUCIE, FLORIDA
PORT ST LUCIE CITY HALL
PSL CITY COUNCIL / PSL CITY MANAGER

DEAR PORT ST LUCIE CITY COUNCIL,

I AM REQUESTING TO OBTAIN A PERMIT FOR OUR ANNUAL "PORT ST LUCIE GREEK FESTIVAL", TO BE HELD ON JANUARY 13, 14, 15, 2017. THE EVENT WILL BE HELD AT THE "ST JAMES ORTHODOX CHRISTIAN CHURCH", LOCATED AT; "2201 AIROSO BLVD", IN PORT ST LUCIE, FLORIDA.

THIS PERMIT IS FOR PLACING "REAL ESTATE" SIZE SIGNS, ADVERTISING OUR "PORT ST LUCIE GREEK FESTIVAL".
ENCLOSED YOU WILL FIND THE LISTINGS OF THE SPECIFIC LOCATIONS OF WHERE
(52) OUR "~~55~~" SIGNS WILL BE PLACED IN PORT ST LUCIE CITY LIMITS.
NOTE THERE WILL BE "NO SIGNS" PLACED IN "TRADITION", OR IN "ST LUCIE WEST" AREAS OF PORT ST LUCIE.

I AWAIT YOUR REPLY AND APPROVAL FOR THIS APPLICATION.
WE LOOK FORWARD TO SEEING YOU ALL AT OUR PORT ST LUCIE GREEK FESTIVAL, LOCATED NEXT TO THE PORT ST LUCIE COMMUNITY CENTER.
SINCERELY,

Dean Sfikas

DEAN SFIKAS
ST JAMES THE APOSTLE ORTHODOX CHRISTIAN CHURCH –
PORT ST LUCIE GREEK FESTIVAL; ADVERTISING CHAIRMAN
(561) 704-1913 / DEANPHOTOVIDEO@GMAIL.COM

- Greek Festivals -

To the City of Port St. Lucie – Code Compliance Division / Outdoor Special Permits- SIGNS

THE PORT ST. LUCIE GREEK FESTIVAL – JANUARY 13, 14 & 15, 2017
AT – ST JAMES ORTHODOX CHURCH
2201 AIROSO BLVD. – PORT ST. LUCIE, FL
Contact: Dean Sfikas mobile: (561) 704-1913 / deanphotovideo@gmail.com

*** 2017 PORT ST LUCIE GREEK FESTIVAL SIGNS ***

*The signs are real estate size that will have hangers that anchor into the ground.
*They are printed on both sides for maximum visibility.
(52) *There will be a total of 50 signs placed at major intersections throughout the City of Port St Lucie.
*No signs will be located in Tradition or St Lucie West areas.
*St James Orthodox Church will have all signs picked up within 45 hours after the Greek Festival.

***The following is a detailed list of sign placement (locations) in and around the City of Port St. Lucie, Florida.**

US HIGHWAY 1 intersections:

1) PRIMA VISTA BLVD. (corner)and US 1
1) EAST PORT PLAZA (corner) and US 1
1) LYNGATE DR. (corner) and US 1
1) PORT ST LUCIE BLVD. and US 1 (on corner of BB&T Bank)
2) JENNINGS RD and US 1

SOUTH PORT ST LUCIE AREA

1) BECKER RD. (corner) and SOUTHBEND BLVD.
1) BECKER RD. (across from intersection facing PSL Blvd.) and PSL BLVD.(Plaza entrance/exit)

GATLIN BLVD. AREA

1) (HOME DEPOT ENTERANCE / EXIT CORNER) EDGARCE and GATLIN BLVD.
1) IMPORT and GATALIN BLVD (near Walmart area)
1) ROSSER BLVD and GATLIN BLVD.
2) SAVONA BLVD. and GATLIN BLVD.

PORT ST LUCIE BLVD.

1) DARWIN BLVD. and PORT ST LUCIE BLVD.
4) (ALL CORNERS) GATLIN /TULIP and PORT ST LUCIE BLVD.
2) DEL RIO and PORT ST LUCIE BLVD.
4) (ALL CORNERS) BAYSHORE (FLORIDA TURNPIKE side / CVS). BAYSHORE (VICTORIA SQUARE side near Winn Dixie) and PORT ST LUCIE BLVD.
3) (ALL CORNERS) AIROSO BLVD. (corner of PSL City Hall) and PORT ST LUCIE BLVD. (corner Plaza Lakeside Center) across the street, PORT ST LUCIE BLVD.
1) PORT ST BLVD. (corner of street by Flowers by Susan and Dunkin Daunts)
2) FLORSTA DR (West bound and East bound side / at light) and PORT ST LUCIE BLVD.

4) (ALL CORNERS) VETERANS MEMORIAL WAY PRKWY.(near Walgreens corner / Rivergate Plaza side) across the street on WESTMORLAND BLVD and PORT ST LUCIE BLVD.

P. -2- continued...

2017 PORT ST LUCIE GREEK FESTIVAL - SIGNS LOCATIONS IN PSL

MIDDLE OF PSL LOCATIONS

2) DEL RIO BLVD. and CALIFORNIA (4 WAY STOP)
2) CROSSTOWN PKWY and BAYSHORE BLVD.
2) PRIMA VISTA BLVD (at Hess Gas Station) and BAYSHORE BLVD (WALGREENS)

NORTH PSL AREA / BAYSHORE BLVD. (HEADING NORTH)

1) BAYSHORE BLVD. and PRIMA VISTA BLVD. (across from Hess Gas Station)
1) BAYSHORE BLVD. and CROSSTOWN PRKWY (on corner heading south)

AIROSO BLVD. (North to South)

1) AIROSO BLVD. and ST. JAMES DR. (on corner going south)
2) AIROSO BLVD. and CROSSTOWN PRKWY. (on corners heading North and South)

FLORESTA

3) FLORESTA DR. and CROSSTOWN PRKWY. (on corners heading North and South)

SOUTHEAST PSL AREA / WESTORLAND BLVD

2) (AT ROTARY) MORNINGSIDE BLVD and WESTORLAND BLVD
2) (AT ROTARY) at SANDPIPER, (area near golf cart crossing) WESTMORELAND BLVD.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager, City Engineer

Cheryl Shanaberger, Director, Procurement Management Department

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: #20170051 Declaration of Surplus Assets

Submittal Date: 11/18/2016

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

BACKGROUND: City Ordinance #35.09 requires any surplus asset of $1,000 value or greater to be declared surplus and their sale approved by the City Council. The attached listing of vehicles are expected to have that value and have been retired by various departments after buying replacement vehicles in FY2014-15. On June 23, 2014 City Council approved entering into Contract #20130091 with The Public Group, L.L.C. to conduct on-line auctions for equipment.

ANALYSIS: Staff has reviewed the vehicle/equipment list attached and have determined that the on-line auction is the best solution for the sale of these surplus items. The Public Group L.L.C. conducts on-line auctions for a large group of government agencies throughout the United States which provides an excellent buyer list. Also, selling the items now will allow for an optimum price since most are in working order. The process eliminates storage cost and prevents equipment damage from being idle and there is no staff used to move and locate equipment for an on-site auction. The City continues to see positive results using this process. Sixty six (66) vehicles, and nineteen (19) heavy/industrial equipment, to date have

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

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

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Vehicle List, copies of vehicle titles, copies of surplus forms

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

RECEIVED
NOV 2 1 2016
CITY MANAGER'S OFFICE

City of Port St. Lucie
2016/2017 Vehicle/Equip-Trailer/Auction List
To City Council for Approval 8/28/2016

C:\Users\bleo\AppData\Local\Microsoft\Windows\Temporary Internet Files\Content.Outlook\MLQNU0RP\[On Line Auction To Council 11-28-16.xlsx]2016

	Dept.	Unit #	Year/Make	ID Number	Fixed Asset #	City Tag
Parks & Recreation Department						
1	4135	PKM-7191	2003 Ford F-150 Truck	1FTRX17253NB57191	08722-000	107982
2	7210	PK-0265	1989 Ford Water Truck	1FDYW82A9KVA30265	0235-000/07449-000	94432
			Total -	2		
			Total Vehicles -	2		

Trailers /Equipment:

Parks & Recreation

1	7235	PK-529	Toro Multi-Pro 5700 Sprayer	260000529	13175-000	-
2	7235	PK-6029	2002 John Deere Tractor	LV5320P236029	07769-000	-
3	7210	PK-182	2003 Toro Workman	230000182	09307-000	-
4	7235	PK-0364	Toro Turf Reel Mower	240000364	10712-000	-
			Total -	4		

Public Works

1	4127	-	Waukesha Propane Gas Fired Engines	123811, 309419, & 111212	15724-000& 15724-001	-
			Total -	1		
			Total Trailers/Equip -	5		
			Grand Total -	7		

COPY

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 8 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherm Conrad

CONTACT PERSON AND TELEPHONE NUMBER Jim Frye

DEPARTMENT P+R. Building Mnts Fl. Licence Tag # 107982

ITEM DESCRIPTION Ford F-150 Pickup 2003

ITEM LOCATION Thornhill - First Vehicle Services

MANUFACTURER FORD Mileage 75972.0

MODEL # F-150 SERIAL # 1FTRX17253NB57191

FIXED ASSET # 08722-000 EST. CURRENT VALUE $ $1,000.00

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

REASON FOR REQUEST Oil + Water in Engine Block Photo Attached

TRANSFER **FROM** DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL METHOD SPECIFIED _____

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

RECIPIENT (METHOD) _____ P.O. #_____

****

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

****

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

****

RECEIVED
AUG 16 2016
Procurement Management Department

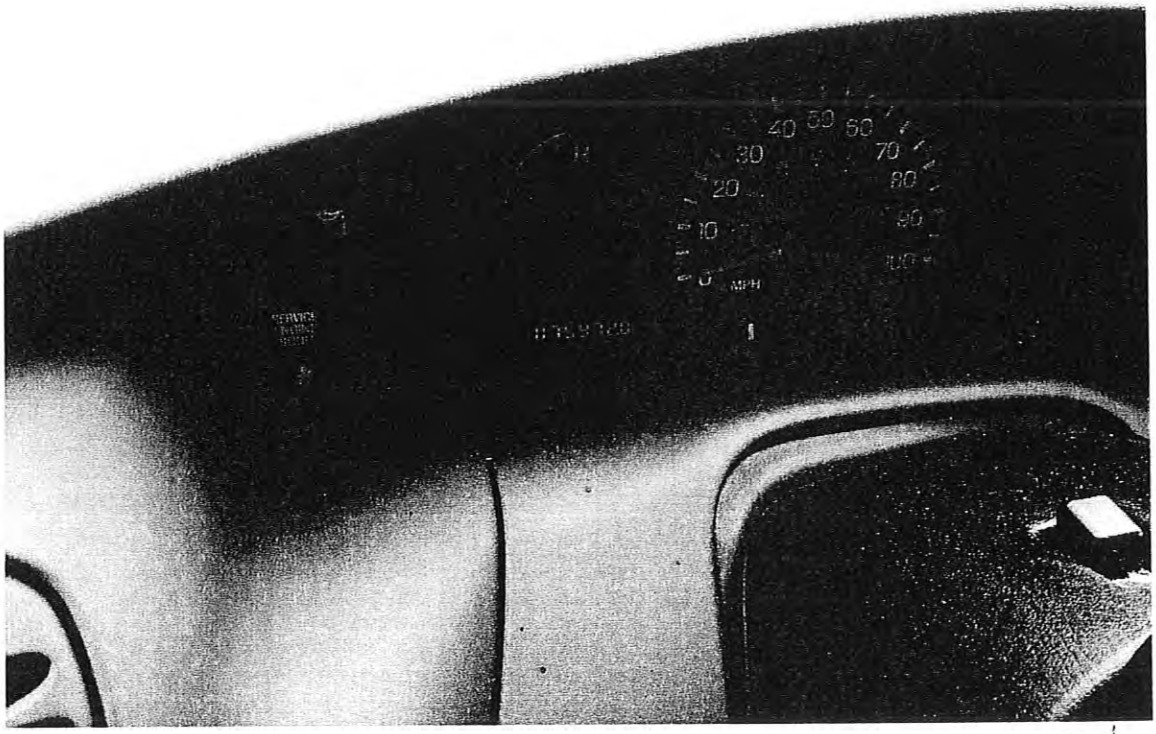
CC

PKM-7191 2003 F-150 8/15/16

Oil + water in the Engine Block

PKM-7191 2003 F150 8/15/16

Oil + Water in the Engine



8/15/16

PKM-7191 2003 F-150

A12414

STATE OF FLORIDA

LIEN SATISFACTION

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS. NO.	TITLE NUMBER
1FTRX17253NB57191	2003	FORD		PK	4150		87870396

REGISTERED OWNER

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE FL 34984-5243

DATE OF ISSUE

04/29/2003

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE DATE

MAIL TO:

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE FL 34984-5042

CERTIFICATE OF TITLE

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23/328.03, FLORIDA STATUTES, TITLE TO THE MOTOR VEHICLE OR VESSEL DESCRIBED BELOW IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE OR VESSEL.

IDENTIFICATION NUMBER	YR.	MAKE	MODEL	BODY	WT-L-BHP	VESSEL REGIS NO.	TITLE NUMBER
1FTRX17253NB57191	2003	FORD		PK	4150		87870396

PREV STATE	COLOR	PRIMARY BRAND	SECONDARY BRAND	NO OF BRANDS	USE	PREV ISSUE DATE
N	WHI				PVT	

ODOMETER STATUS OR VESSEL MANUFACTURER OR OH USE	HULL MATERIAL	PROP	DATE OF ISSUE
15 MILES 04/11/2003 ACTUAL			04/29/2003

REGISTERED OWNER
CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE FL 34984-5243

LIEN RELEASE

INTEREST IN THE ABOVE DESCRIBED VEHICLE IS HEREBY RELEASED

BY _____

TITLE DATE

1ST LIENHOLDER

NONE

VOID IF ALTERED

DIVISION OF MOTOR VEHICLES TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Control Number 61035553

CARL A. FORD
DIRECTOR

FRED O. DICKINSON, III
EXECUTIVE DIRECTOR

TRANSFER OF TITLE BY SELLER (This section must be completed at the time of sale.)

ODOMETER CERTIFICATION - Federal and state law require that you state the mileage in connection with the transfer of ownership. Failure to complete or providing a false statement may result in fines and/or imprisonment.

This title is warranted and certified to be free from any liens except as noted on the face of this certificate and the motor vehicle or vessel described is hereby transferred to:

Purchaser: _____ Address _____

Selling Price: $ _____ Date Sold: _____

I/We state that this ☐ 5 or ☐ 6 digit odometer now reads ☐☐☐,☐☐☐.xx (no tenths) miles, date read _____ and to the best of my knowledge that it reflects the actual mileage of the vehicle described herein, unless one of the odometer statement blocks is checked.

CAUTION: DO NOT CHECK BOX IF ACTUAL MILEAGE

☐ 1. I hereby certify that to the best of my knowledge the odometer reading reflects the amount of mileage in excess of its mechanical limits.

☐ 2. I hereby certify that the odometer reading is not the actual mileage. WARNING - ODOMETER DISCREPANCY.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING DOCUMENT AND THAT THE FACTS STATED IN IT ARE TRUE.

Signature of Purchaser: _____ Printed Name of Purchaser: _____

Signature of Co-Purchaser: _____ Printed Name of Co-Purchaser: _____

Signature of Seller: _____ Printed Name of Seller: _____

Signature of Co-Seller: _____ Printed Name of Co-Seller: _____

(When Applicable)

Selling Dealer's License Number: _____ Tax No. _____ Tax Collected: $ _____

Auction Name _____ License Number _____

HSMV 82250 (REV. 12/02) STATE OF FLORIDA

COPY

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11/15/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherman Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 8736323

ITEM DESCRIPTION: Water Truck PK-0265

ITEM LOCATION: Thornhill yard, First Vehicle, Make year 1989

MANUFACTURER Ford

MODEL # L 8000 SERIAL # 1FDYW82A9KVA30265

FIXED ASSET # 07449-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on old Truck

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:

( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
(X) AUCTION ( ) DISPOSE
( ) SPOT BID

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED Cleyl Shoraberger 11-18-16

****

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

****

RECEIVED
NOV 16 2016
Procurement Management Department

CM

CERTIFICATE OF TITLE

HSMV 82251 (REV. 8/87)

STATE OF FLORIDA

MOTOR NUMBER ALL MAKES THROUGH 1954 - IDENTIFICATION NUMBER 1955 AND LATER

MAKE	YEAR	BODY	WT.-L-BHP	IDENTIFICATION NUMBER	TITLE NUMBER
FORD	89	DP	11225	1FDYW82A9KVA30265	47670428

ODOMETER - DATE READ	STATE PREV. REG.	TYPE	THIS VEHICLE IS OR HAS PREVIOUSLY BEEN USED AS A
	NEW		

OTHER PERTINENT DATA	DMV USE ONLY	PREV. ISSUED DATE	
			PVT

REGISTERED OWNER (LAST NAME FIRST)

DATE OF ISSUE MO. | DAY | YR.

CITY OF PORT ST LUCIE
121 SW PORT ST LUCIE BLVD
PORT ST LUCIE FL 34984

06 08 89

SATISFACTORY PROOF OF OWNERSHIP HAVING BEEN SUBMITTED UNDER SECTION 319.23, FLORIDA STATUTES, THAT TITLE TO THE MOTOR VEHICLE DESCRIBED ABOVE IS VESTED IN THE OWNER(S) NAMED HEREIN. THIS OFFICIAL CERTIFICATE OF TITLE IS ISSUED FOR SAID MOTOR VEHICLE.

DIVISION OF MOTOR VEHICLES

TALLAHASSEE FLORIDA

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES

Charles J. Brantley
CHARLES J. BRANTLEY
DIRECTOR

CONTROL NUMBER
B24523911

Leonard R. Mellon
LEONARD R. MELLON
EXECUTIVE DIRECTOR

VOID IF ALTERED

COPY

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11/15/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherman Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 8736323

ITEM DESCRIPTION: Park Turf Spayer - PK-529

ITEM LOCATION: 1901 SW Hampshire Lane

MANUFACTURER Toro Year/make 2006

MODEL # Multi Pro 5700 SERIAL # 260000529

FIXED ASSET #_____ EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on used Equipt

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN
( ) AUCTION
( ) SPOT BID
(X) TRANSFER TO DEPARTMENT
( ) DISPOSE

To Saints 421-#7250

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____ Cly Shorabegan 11-15-16

****

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

****

RECEIVED
NOV 16 2016
Procurement Management Department

CM

COPY

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherman Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 8736323

ITEM DESCRIPTION: John Deere loader, Tractor PK-6029

ITEM LOCATION: 1901 SW Hampshire Lane Yard.

MANUFACTURER John Deere

MODEL # 5220 SERIAL # LV5 320 P236029

FIXED ASSET # 07769-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST many Hours on the TURF EQUIPT 2002 year

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID

* MAY SEND TO SAINTS #7250 OR IT may be Traded for a Club Car. not Decided yet. Per Mike K.

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____ [signature]

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD ___/___/___ 11/15/16

****

RECEIVED
NOV 16 2016
Procurement Management Department

CR

COPY

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11/15/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherrie Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 873-6323

ITEM DESCRIPTION: Park Utility Vehicle Toro Workman PK-182

ITEM LOCATION: Jessica Clinton Park

MANUFACTURER TORO Year Make 2003

MODEL # 3200 SERIAL # 230000182

FIXED ASSET # 09307-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on old Equipment

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID * KEEP AS A BACKUP/SPARE

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED [signature] 11-15-16

****

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

****

RECEIVED
NOV 16 2016
Procurement Management Department

Cm

COPY

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11/15/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Shawn Cornell

CONTACT PERSON AND PHONE NUMBER: Jim Frye 873 6323

ITEM DESCRIPTION: TURF REEL MOWER PK-0364

ITEM LOCATION: 1901 SW Hampshire Lane

MANUFACTURER TORO Year/Make 2005

MODEL # 6500-D SERIAL # 240000364

FIXED ASSET # 10712-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on Equpt.

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID

* Margo To Saints # 7250 or it may Be Traded for a Club car. not Decided yet Mike K.

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE / /

DISPOSAL METHOD SPECIFIED _____ 11-15-16

****

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

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NOV 16 2016
Procurement Management Department

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Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 9/23/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 344 4263

DEPARTMENT Public Works

ITEM DESCRIPTION PROPANE ENGINE

ITEM LOCATION Thornhill Bldg. 4

MANUFACTURER WAUKESHA PROPANE GAS FIRED ENGINE

MODEL # F817G SERIAL # 123811

FIXED ASSET # 15724-000 15724-001 EST. CURRENT VALUE $ 5000.00

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

REASON FOR REQUEST ENGINE REPLACED

TRANSFER FROM DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Chief Purchasing 11-16-16

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

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RECEIVED
NOV 16 2016
Procurement Management Department

CC

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Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 9/23/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Jamie E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 344 4263

DEPARTMENT Public Works

ITEM DESCRIPTION PROPANE ENGINE

ITEM LOCATION Thornhill Bldg 4

MANUFACTURER WAUKESHA PROPANE GAS FIRED ENGINE

MODEL # F817G SERIAL # 309419

FIXED ASSET # ~~15724.000~~ 15724.001 EST. CURRENT VALUE $ 5000.00

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

REASON FOR REQUEST ENGINE ... REPLACED

TRANSFER FROM DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: [signature] 11-16-16

RECIPIENT (METHOD) _____ P.O.# _____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

****

AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

****

RECEIVED
NOV 16 2016
Procurement Management Department

CC

COPY

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 9/23/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Angstadt

CONTACT PERSON AND TELEPHONE NUMBER RICK PERKINS 344 4263

DEPARTMENT Public Works

ITEM DESCRIPTION PROPANE ENGINE

ITEM LOCATION Thornhill Bldg 4

MANUFACTURER WAUKESHA PROPANE GAS FIRED ENGINE

MODEL # F817G SERIAL # 11 12 12

FIXED ASSET # 15724-000 15724-001 EST. CURRENT VALUE $ 5000.00

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

REASON FOR REQUEST ENGINE ... REPLACED

TRANSFER FROM DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL METHOD SPECIFIED _____

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: Cleyl Sharabing 11-16-16

RECIPIENT (METHOD) _____ P.O. #_____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

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AUCTION ITEM #_____ VALUE RECEIVED $_____ DATE SOLD _____

****

RECEIVED
NOV 16 2016
Procurement Management Department

CO

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager – City Engineer

Bill Jones, Director, MIS
Cheryl Shanaberger, Procurement Management Director

FROM: Brenda Leo, Contract Specialist

Agenda Item: Motion: 20170033 – Microsoft Licenses - Software House International

Submittal Date: 11/18/2016

STRATEGIC PLAN LINK: Goals 2020, Financially Sound City, High Performance City Organization, Objectives, Item # 4-"Develop a City organization culture that emphasizes responsibility, performance, results and accountability."

BACKGROUND: In January 2014, the City of Port St Lucie entered into an agreement (Contract #20140039) with Microsoft through Software House International, for Microsoft Volume Licensing. The agreement involved a mass implementation throughout the City of Microsoft Office 365 licenses. Purchasing the Microsoft Office 365 licenses through Microsoft Volume Licensing proved to be cost effective and continues to allow for City-wide standardization of the Office products. The current contract expires November 30, 2016. The City must contract for these services in order to remain in operation.

ANALYSIS: There is an annual license fee for each Office 365 user. This fee allows the use of Office Suite, continual upgrades, and allows for standardization throughout the organization. This year, the City's annual cost to continue use of the existing licenses is $166,657.46. The City currently uses various product licenses as identified in the attached quote from Software House International. These licenses are inclusive of individual user licenses, as well as data center licenses. Microsoft has entered into a contract with the State of Florida (Department of Management Services # 43230000-15-02). The State of Florida contract period is February 1, 2016 – January 31, 2019. Over the next three years, the MIS Department estimates an additional three hundred (300) Microsoft Office 365 licenses will be purchased to complete the original goal of City-wide standardization of the Microsoft Office

products for all users. Licensing needs fluctuate annually based on staffing and their required needs.

FINANCIAL INFORMATION: Funds are budgeted in the General Fund: Information Services: Computer Software and Accessories account.

LEGAL INFORMATION: Approved as to form on 11/17/16 by Ella Gilbert.

STAFF RECOMMENDATION: Per Chapter 35.04(C) waive the bidding, good cause shown and participate in State of Florida Term Contract #43230000-15-02 with Software House International under City contract #20170033. The contract period is February 1, 2016 – January 31, 2019 for Licensing Solutions Providers of Microsoft Software and Services. The 2017 fiscal year expenditure for renewal of existing Office 365 licensing is $166,657.46.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Copy of Microsoft Contract Documents, Copy of State Term Contract #43230000-15-12, Software House International Quote #12242404

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

Supplemental Contact Information Form State and Local

This form can be used in combination with Agreement and Enrollment/Registration. However, a separate form must be submitted for each Enrollment/Registration, when more than one is submitted on a signature form. For the purposes of this form, "Entity" can mean the signing Entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a Volume Licensing program agreement. Primary and Notices contacts in this form will not apply to Enrollments or Registrations.

This form applies to: ☒ Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the Entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at https://licensing.microsoft.com.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339
Country* United States
Phone* 772-344-4339 **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339
Country* United States
Phone* 772-344-4339 **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339
Country* United States
Phone* 772-344-4339 **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

4. *Online Services manager.*

This contact will be provided online permissions to manage the Online Services ordered under the Enrollment or Registration.

Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339
Country* United States
Phone* 772-344-4339 **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

5. *Customer Support Manager (CSM):*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339
Country* United States
Phone* 772-344-4339 **Fax**
This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

6. *Primary contact information:*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.
Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339

Country*: United States
Phone* 772-344-4339 **Fax**

7. Notices contact and online administrator information:

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices.

☒ Same as primary contact
Name of Entity* City of Port St. Lucie
Contact name*: First Charles **Last** McCaskill
Contact email* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie **State*** FL **Postal code*** 34984-4339
Country*: United States
Phone* 772-344-4339 **Fax**
☐ This contact is a third party (not the Entity). Warning: This contact receives personally identifiable information of the Entity.

Previous Enrollment(s)/Agreement(s) Form

Entity Name: City of Port St. Lucie
Contract that this form is attached to: State Local Government

For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

Please provide a description of the previous Enrollment(s), Agreement(s), Purchasing Account(s), and/or Affiliate Registration(s) being renewed or consolidated into the new contract identified above.

a. Entity may select below any previous contract(s) from which to transfer MSDN subscribers to this new contract. Entity shall ensure that each MSDN subscriber transferred is either properly licensed under the new contract or is removed.

b. Entity may select below only one previous contract from which to transfer the Software Assurance (SA) Benefit contact details, i.e., benefits contact (*not* the SA manager) and the program codes, to this new contract.

c. An Open License cannot be used to transfer either the SA Benefit details or MSDN subscribers.

d. The date of the earliest expiring Enrollment/Agreement that contains SA or Online Services will be the effective date of the new contract (or SA coverage period for Select Plus).

e. Please insert the number of the earliest expiring Enrollment/Agreement with SA or Online Services in the appropriate fields of the new contract.

Enrollment/Agreement/ Purchasing Account/Affiliate Registration Description	Enrollment/Agreement/ Purchasing Account/Affiliate Registration Public Customer Number	Transfer SA Benefit Contact	Transfer MSDN Subscribers
Standard Enrollment	6939706	X	X

Microsoft Volume Licensing

Program Signature Form

MBA/MBSA number	
Agreement number	01E73902

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
Enterprise Enrollment (Indirect)	X20-12057
Product Selection Form	0541549.004_PSF

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* City of Port St. Lucie
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

** indicates required field*

Microsoft Affiliate
Microsoft Corporation
Signature _____
Printed First and Last Name
Printed Title
Signature Date (date Microsoft Affiliate countersigns)
Agreement Effective Date (may be different than Microsoft's signature date)

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

Outsourcer
Name of Entity (must be legal entity name)*
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Microsoft

Volume Licensing

Enterprise Enrollment

State and Local

Enterprise Enrollment number *(Microsoft to complete)*	77659720
Previous Enrollment number *(Reseller to complete)*	6939706

Framework ID *(if applicable)*	

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) any supplemental contact information form or Previous Agreement/Enrollment form that may be required, (5) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at http://www.microsoft.com/licensing/contracts. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. If the Enrollment is renewed, the renewal term will expire 36 full calendar months after the effective date of the renewal term. Any reference in this Enrollment to "day" will be a calendar day.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

"Additional Product" means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

"Community" means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district,

or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means http://www.microsoft.com/licensing/contracts or a successor site.

2. *Order requirements.*

a. **Minimum Order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.

   (i) **Enterprise Commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).

   (ii) **Enterprise Online Services only.** If no Enterprise Product is ordered, , then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.

b. **Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products and Services.

c. **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.

d. **Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.

e. **Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.

f. **Adding Products.**

   (i) **Adding new Products not previously ordered**. New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

   (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered

prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.

g. **True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.

(i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.

(ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.

(iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may reserve the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses in excess of existing orders to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retroactively to the month in which they were reserved.

(iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:

1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.

2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.

3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.

Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.

(v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.

(vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

(vii) **Late true-up order.** If the true-up order or update statement is not received when due:

1) Microsoft will invoice Reseller for all Reserved Licenses not previously ordered and

2) Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).

h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:

(i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.

(ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled "Adding new Products not previously ordered," then for additional step-up Licenses, by following the true-up order process.

i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.

j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. *Pricing.*

a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate's Price Level for all Products ordered under this Enrollment will be Level "D" throughout the term of the Enrollment.

b. **Setting Prices.** Enrolled Affiliate's prices for each Product or Service will be established by its Reseller. As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft's prices for Resellers for each Product or Service will be fixed throughout the applicable initial or renewal Enrollment term. Price levels and Microsoft's prices to Resellers are reestablished at the beginning of the renewal term. However, if Enrolled Affiliate qualifies for a different price level during the applicable initial or renewal term, Microsoft may at its discretion establish a new price level for future new orders either upon Enrolled Affiliate's request or on its own initiative. Any changes will be based upon price level rules in the Product Selection Form.

4. *Payment terms.*

For the initial or renewal order, Enrolled Affiliate may pay upfront or elect to spread its payments over the applicable Enrollment term. If an upfront payment is elected, Microsoft will invoice Enrolled Affiliate's Reseller in full upon acceptance of this Enrollment. If spread payments are elected, unless indicated otherwise, Microsoft will invoice Enrolled Affiliate's Reseller in three equal annual installments. The first installment will be invoiced upon Microsoft's acceptance of this Enrollment and on each Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. *End of Enrollment term and termination.*

a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.

b. **Renewal Option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing the Enrollment for one additional 36 full calendar month term or signing

a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. The renewal term will start on the day following the Expiration Date. Microsoft will not unreasonably reject any renewal. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. **If Enrolled Affiliate elects not to renew.**

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month ("Extended Term") is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price for Enrolled Affiliate's price level as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate does want an Extended Term, Reseller must submit a request to Microsoft. Microsoft must receive the request not less than 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** If Enrolled Affiliate has opted for the Extended Term and later determines not to continue with the Extended Term, Reseller must submit a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate's Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. **Termination for cause.** Any termination for cause of this Enrollment will be subject to the "Termination for cause" section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. **Early termination.** Any Early termination of this Enrollment will be subject to the "Early Termination" Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. *Government Community Cloud.*

a. **Community requirements.** If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate's license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community

members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

(i) Government Community Cloud Services will be offered only within the United States.

(ii) Additional European Terms, as set forth in the Use Rights, will not apply.

(iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.

Enrollment Details

1. *Enrolled Affiliate's Enterprise.*

a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

☒ Enrolled Affiliate only

☐ Enrolled Affiliate and all Affiliates

☐ Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

☐ Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. *Contact information.*

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at https://www.microsoft.com/licensing/servicecenter.

a. Primary contact. This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* City of Port St. Lucie
Contact name* First Charles **Last** McCaskill
Contact email address* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie
State/Province* FL
Postal code* 34984-4339-
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 772-344-4339
Tax ID
** indicates required fields*

b. Notices contact and Online Administrator. This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized for applicable Online Services to add or reassign Licenses and step-up prior to a true-up order.

☒ Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* **First** Charles **Last** McCaskill
Contact email address* cemccaskill@cityofpsl.com
Street address* 121 SW Port St. Lucie Blvd
City* Port St. Lucie
State/Province* FL
Postal code* 34984-4339 -
(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* 772-344-4339
Language preference. Choose the language for notices. English
☐ This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.
** indicates required fields*

c. **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

☐ Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Charles **Last** McCaskill
Contact email address* cemccaskill@cityofpsl.com
Phone* 772-344-4339
☐ This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.
** indicates required fields*

d. **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.
Street address (PO boxes will not be accepted)* 290 Davidson Ave
City* Somerset
State/Province* NJ
Postal code* 08873
Country* United States
Contact name* Danielle Sydlo
Phone* 888-764-8888
Contact email address* msteam@shi.com
** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature*_____

Printed name*
Printed title*
Date*

** indicates required fields*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the

other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*

(i) Additional notices contact
(ii) Software Assurance manager
(iii) Subscriptions manager
(iv) Customer Support Manager (CSM) contact

3. Financing elections.

Is a purchase under this Enrollment being financed through MS Financing? ☐ Yes, ☒ No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Enterprise Enrollment Product Selection Form

Microsoft | Volume Licensing

Proposal ID

0541549.004

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:

Profile	Qualified Devices	Qualified Users	Device / User Ratio	Enterprise Product Platform	CAL Licensing Model
Enterprise	490	490	1.0	Yes	User Licenses

Products	Enterprise Quantity
Client Access License (CAL)	
Core CAL	
Bridge for Office 365	490
Windows Desktop	
Windows Enterprise OS Upgrade	490
Office 365 GOV E3	
Office 365 GOV E3	490

Enrolled Affiliate's Product Quantities:

Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + Office 365 ProPlus + Office 365 (Plans E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Office 365 (Plans E1, E3, E4 and E5) + Secure Productive Enterprise	Client Access License + Windows Intune + EMS USL + Secure Productive Enterprise	Win E3 + Win E5 + Win VDA + Secure Productive Enterprise
Quantity	490	490	0	490

Enrolled Affiliate's Price Level:

Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

NOTES	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade,Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. The requirement applies to Windows Enterprise OS Upgrade.See the Product List for details.	
Note 3: Enrolled Affiliate acknowledges that in order to use a third party to reimage the Windows Operating System Upgrade, Enrolled Affiliate must certify that it has acquired qualifying operating system licenses. See the Product List for details.	
Note 4: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	
Note 5: Bridge CAL, Office 365 Plan E3 Add Ons, EMS Add Ons, Windows Ent SA Per User Add Ons, and Enterprise Cloud Suite Add On quantities are not included for Price Leveling, as License quantities are determined by the corresponding Enterprise Online Service(s).	

Document Revision Authorization

By signing below, you agree to allow the SHI Microsoft Contracts audit team to make necessary changes and minor revisions to your Microsoft Enrollment including, but not limited to:

- Correcting typographical errors
- Adding/changing enrollment numbers
- Adding/changing amendment numbers

Additionally, you acknowledge and consent that:

- You will be notified of any change the SHI Microsoft Contracts team makes while submitting your Enrollment to Microsoft.
- No alteration by the SHI Microsoft Contracts team will alter your terms and/or pricing for your Enrollment.

Customer Name
Customer Representative Signature
Customer Printed Name and Title
Date

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
state purchasing
We serve those who serve Florida

State Term Contract
No. 43230000-15-02
Licensing Solutions Providers of Microsoft Software and Services

This State Term Contract (Contract) is between the State of Florida, Department of Management Services (Department), Division of State Purchasing, an agency of the State of Florida with offices at 4050 Esplanade Way, Tallahassee, FL 32399-0950, and SHI International Corp. (Contractor) with offices at 290 Davidson Ave. Somerset, NJ 08873.

The Department entered into overarching agreements with Microsoft Corporation (Microsoft), to standardize the use of Microsoft products and services in the State of Florida (State). Based on those agreements the Department issued Invitation to Negotiate (ITN), No. 07-43230000-L, Licensing Solutions Providers of Microsoft Software and Services, to identify a Microsoft Licensing Solutions Provider (LSP) to provide Microsoft licenses and services to the State. The Contractor submitted a Responsive reply to the ITN. After negotiations the Department determined that the Contractor's reply is the most advantageous to the State and has decided to enter into this Contract.

Accordingly, and in consideration of the mutual assurances contained in the Contract, the Department and Contractor agree as follows:

I. Scope of Work

The Contractor shall provide Microsoft software licenses and maintenance with optional support offerings in accordance with the ITN. The Contractor will coordinate with Customers regarding Microsoft required enrollment agreements which may be a condition of purchasing licenses off of this contract. Those enrollment agreements may further define the scope of services.

II. Contract Term

The initial term of this Contract will be three years. The initial contract shall begin on February 1, 2016 or on the last date in which it is signed by all parties, whichever is later.

III. Renewal Terms

Upon satisfactory performance by the Contractor and written mutual agreement of the parties, the Contract may be renewed for a renewal term not to exceed three years under the same terms and conditions in place at the time of renewal and with the approved renewal pricing specified in the Contractor's response to the ITN.

IV. Florida Price

The Contractor shall provide the Florida Price on the Contractor Florida Price Spreadsheets (Attachments A-D) that are posted on the Department's website.

Contingent upon approval by the Department Contract Manager, updates to the Contractor Florida Price Spreadsheets shall be posted on the Department's website. The Department reserves the right to remove products or services from the Contractor Florida Price Spreadsheets as needed in the best interest of the State.

Microsoft determines pricing levels and ERP pricing for its products. If Microsoft lowers prices, or pricing levels at any time, the Contractor shall immediately adjust the Florida pricing to reflect the lower prices. The Contractor will monitor Microsoft pricing and if at any time additional discounts become available to the state, Contractor will incorporate the discounts into this contract without delay. Contractor will continually provide the best available pricing to the state.

V. Contract

This document, together with the following exhibits set forth the entire understanding of the parties and supersedes all prior agreements, whether written or oral.

All exhibits listed below are incorporated in their entirety, and form part of this Contract.

The Contract has the following exhibits:

Exhibit A: Special Contract Conditions
Exhibit B: General Contract Conditions, Form PUR 1000 (10/06)
Exhibit C: Contract Forms
Exhibit D: ITN No. 07-43230000-L
Exhibit E: Contractor's Response to ITN No. 07-43230000-L

In case of conflict, the documents shall have priority in the following order as listed:

a) This document
b) Exhibit D: ITN No. 07-43230000-L
c) Exhibit A: Special Contract Conditions
d) Exhibit B: General Contract Conditions
e) Exhibit C: Contract Forms
f) Exhibit E: Contractor's Response to ITN No. 07-43230000-L

VI. Amendments

No oral modifications to this Contract are permitted. All modifications to this Contract must be in writing and signed by both parties.

Notwithstanding the order listed in section V, amendments executed after the Contract is executed may expressly change the provisions of the Contract. If they do so expressly, then the most recent amendment will take precedence over anything else that is part of the Contract.

VI. Contract Notices

In addition to the provisions in section 38 of Form PUR 1000 (10/06), contract notices may be delivered by email to the Contractor's designated contact person as prescribed in section VII.

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract administration file, serves as the contract manager, and is the Department's designated contact person shall be listed on the Department's website.

The Contractor's employee who is primarily responsible for overseeing the Contractor's contract responsibilities and is the Contractor's designated contact person, shall be named by the Contractor and will be listed on the Department's website.

Either Party may appoint a different Contract Manager, which shall not constitute an amendment to the Contract, by sending written notice to the other party. Any communications regarding the Contract shall be addressed to the Contract Manager.

All questions and customer service issues concerning this Contract shall be directed to the designated contact person.

This Contract is executed upon signature of authorized officers as of the dates signed below:

State of Florida **Department of Management Services:**		**Contractor:** **SHI International Corp.**	
By:	[signature]	**By:**	Natalie Slowik
Name:	Erin Rowe	**Name:**	Natalie Slowik
Title:	Deputy Secretary	**Title:**	Senior Manager - Contracts & RFPs
Date:	1-29-16	**Date:**	1/28/16

EXHIBIT A: SPECIAL CONTRACT CONDITIONS

1. ELECTRONIC INVOICE

The Contractor may supply electronic invoices in lieu of paper-based invoices for those transactions processed through the MyFloridaMarketPlace (MFMP). Electronic invoices may be submitted to the Customer through the Ariba Network (AN), whose usage is not mandatory. Contractor may incur a fee for use of the AN. If Contractor chooses to participate in the AN, electronic invoices shall be submitted to the Customer in one of three mechanisms as listed below.

a) COMMERCE EXTENSIBLE MARKUP LANGUAGE (CXML)
This standard establishes the data contents required for invoicing via cXML within the context of an electronic environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services. The cXML format is the Ariba preferred method for electronic invoicing.

b) ELECTRONIC DATA INTERCHANGE (EDI)
This standard establishes the data contents of the Invoice Transaction Set (810) for use within the context of an EDI environment. This transaction set can be used for invoicing via the AN for catalog and non-catalog goods and services.

c) PURCHASE ORDER (P.O.) FLIP VIA ARIBA NETWORK (AN)
The online process allows suppliers to submit invoices via the AN for catalog and non-catalog goods and services. Contractors have the ability to create an invoice directly from their Inbox in their AN account by simply "flipping" the P.O. into an invoice. This option does not require any special software or technical capabilities.

For the purposes of this section, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider of MFMP, a State Contractor, the right and license to use, reproduce, transmit, distribute, and publicly display within the system the information outlined above. In addition, the Contractor warrants and represents that it is authorized and empowered to and hereby grants the State and the third party provider the right and license to reproduce and display within the system the Contractor's trademarks, system marks, logos, trade dress, or other branding designation that identifies the products made available by the Contractor under the Contract.

The Contractor may work with the MFMP management team to obtain specific requirements for the Electronic Invoicing upon contract award.

2. PRODUCT AND CATALOG SPECIFICATIONS (SERVICES INCLUDED, IF APPLICABLE)

The Contractor shall submit all Catalog changes to the Department for review. Once approved in writing by the Department, the product Catalog submitted will be incorporated into the Contract. Any additional terms and conditions contained in the product Catalog language will not be included in the Contract.

3. PURCHASING CARD PROGRAM

Contractor must accept the Universal card format Purchasing Cards (e.g., American Express, MasterCard, and Visa). However, the Purchasing Card is not the exclusive method of payment (e.g., Purchase Order). The method of ordering and payment (e.g., Purchase Order, Purchasing Card) shall be selected by the Eligible User.

4. COMPLIANCE WITH LAWS

The Contractor shall comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of Federal, State, and local agencies having jurisdiction and authority. For example, Chapter 287, of the Florida Statutes and Rule 60A of the Florida Administrative Code govern the Contract. The Contractor shall comply with section 274A of the Immigration and Nationalization Act, the Americans with Disabilities Act, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran's status. Violation of any such applicable laws, roles, codes, ordinances and licensing requirements, shall be grounds for Contract termination.

5. LIABILITY AND WORKER'S COMPENSATION INSURANCE

During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract, which, at a minimum, shall be: workers' compensation and employer's liability insurance per Florida statutory limits (currently $100,000 per accident, $100,000 per person, and $500,000 policy aggregate) covering all employees engaged in any Contract work; commercial general liability coverage on an occurrence basis in the minimum amount of $500,000 (defense cost shall be in excess of the limit of liability), naming the State as an additional insured; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work, with minimum combined limits of $500,000, including hired and non-owned liability, and $5,000 medical payment. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor and is of the essence of the Contract. The Contract shall not limit the types of insurance Contractor may desire to obtain or be required to obtain by law. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized to write policies in Florida.

6. **DETAIL OF BILLS**

Contractor shall submit bills for fees or other compensation for services or expenses in detail sufficient enough for a proper pre-audit and post-audit. The Department reserves the right to request additional documentation.

7. **PAYMENT TIMEFRAME**

Section 215.422, Florida Statutes (F.S.), provides that agencies have five (5) working days to inspect and approve commodities or contractual services. Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at the Contractor's expense. Interest penalties for late payment are also provided for in section 215.422, F.S. A Vendor Ombudsman, whose duties include acting as an advocate for Vendors who may be experiencing problems obtaining timely payment(s) from an Agency, may be contacted at 850-413-5516, or Vendors may call the State Comptroller's Hotline at 1-800-848-3792.

8. **MYFLORIDAMARKETPLACE FEES**

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(22), Florida Statutes. Payments issued by Agencies or Eligible Users to Vendors for purchases of commodities or contractual services are subject to Transaction Fees, as prescribed by rule 60A-1.031, Florida Administrative Code, or as may otherwise be established by law.

Effective November 1st, 2015, through July 1st, 2016, in accordance with Senate Bill 2502-A, the Transaction Fees imposed for use of the State of Florida's eProcurement systems will change from one percent (1%) to seven-tenths of one percent (.70%) of the payment issued. The Transaction Fees imposed shall be based upon the date of issuance of the payment.

Any questions regarding the Transaction Fees should be directed to the MFMP Customer Service Desk, at 866-352-3776, BuyerHelp@myfloridamarketplace.com or VendorHelp@myfloridamarketplace.com.

Vendors shall submit monthly reports required by the rule. All reports shall be subject to audit. Failure to pay Transaction Fees or submit reports shall constitute grounds for default and exclusion from business with the State of Florida.

9. **PAYMENT AUDIT**

Records of costs incurred under terms of the Contract shall be maintained and made available to the Agency upon request at all times during the period of the Contract, and for a period of three years thereafter. Records of costs incurred shall include the Contractor's general accounting records, together with supporting documents and

records of the Contractor and all subcontractors performing work, and all other records of the Contractor and subcontractors considered necessary by the Agency for audit.

10. BILLS FOR TRAVEL

Travel expenses are not reimbursable unless specifically authorized in writing and shall be reimbursed only in accordance with section 112.061, Florida Statutes.

11. PUBLIC RECORDS

Access to Public Records

To the extent required by the Florida Public Records Act, Chapter 119, F.S., the Contractor shall maintain and allow access to public records made or received in conjunction with the Contract.

(a)The Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.

(b) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:

(1) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

(2) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

(4) Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

Protection of Trade Secrets or Other Confidential Information
(a) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.

(b) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."

(c) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.

(d) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

12. RETENTION OF RECORDS

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

13. COMMUNICATIONS AND CONFIDENTIALITY

The Contractor agrees that it shall make no statements, press releases, or publicity releases concerning the Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with the Contract, or any particulars thereof, during the period of the Contract, without first notifying the Department's Contract Manager or the Department's designated contact person and securing prior written consent. The Contractor shall maintain confidentiality of all confidential data, files, and records related to the services and/or commodities provided pursuant to the Contract and shall comply with all state and federal laws, including, but not limited to sections 381.004, 384.29, 392.65, and 456.057,

F.S. The Contractor's confidentiality procedures shall be consistent with the most recent version of the Customer's security policies, protocols, and procedures. The Contractor shall also comply with any applicable professional standards with respect to confidentiality of information.

14. INTELLECTUAL PROPERTY

The parties do not anticipate that any Intellectual Property will be developed or created as a result of the Contract. However, in such case as it is developed or created, any Intellectual Property developed or created as a result of the Contract will belong to and be the sole property of the State of Florida. This provision will survive the termination or expiration of the Contract.

15. PREFERRED PRICE AFFIDAVIT REQUIREMENT

The Department will provide the Preferred Pricing Affidavit, incorporated by reference, for completion by an authorized representative of the Contractor attesting that the Contractor is in compliance with the preferred pricing provision in section 4(b) of the PUR 1000 form. The Contractor agrees to submit to the Department, at least annually, the completed Preferred Pricing Affidavit.

16. EMPLOYMENT VERIFICATION (E-VERIFY)

In accordance with Executive Order Number 11-116, the Contractor agrees to utilize the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment of all new employees hired by the Contractor during the Contract term for the services specified in the Contract. Also, Contractor shall include in related subcontracts a requirement that subcontractors performing work or providing services pursuant to the Contract utilize the E-Verify system to verify employment of all new employees hired by the subcontractor during the Contract term.

17. SCRUTINIZED COMPANY LIST

In accordance with subsection 287.135(5), Florida Statutes, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes.

In accordance with 287.135, the Department may unilaterally terminate this contract if it determines that the Contractor has submitted a false certification as provided under subsection 287.135 (5), or that it is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

18. CONVICTED AND DISCRIMINATORY VENDOR LISTS

In accordance with sections 287.133 and 287.134, F.S., an entity or affiliate who is on the Convicted Vendor List or the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under the Contract.

19. **TERMINATION FOR CONVENIENCE**

The Contract may be terminated by the Department in whole or in part at any time in the best interest of the State. If the Contract is terminated before performance is completed, the Contractor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the Contract price as the amount of work satisfactorily performed.

20. **TERMINATION FOR CAUSE**

If the Department determines that the performance of the Contractor is not satisfactory, the Department shall have the option of (a) immediately terminating the Contract, or (b) notifying the Contractor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Contract will be terminated at the end of such time, or (c) take other action deemed appropriate by the Department.

21. **COMMITMENT TO DIVERSITY IN GOVERNMENT CONTRACTING**

The State of Florida is committed to supporting its diverse business industry and population through ensuring participation by minority-, women-, wartime-, and service-disabled veteran business enterprises in the economic life of the State. The State of Florida Mentor Protégé Program connects minority-, women-, wartime-, and service-disabled veteran business enterprises with private corporations for business development mentoring. We strongly encourage firms doing business with the State of Florida to consider this initiative. For more information on the Mentor Protégé Program, please contact the Office of Supplier Diversity at (850) 487-0915 or osdhelp@dms.myflorida.com.

Upon request, the Contractor shall report to the Department spend with certified and other minority business enterprises. These reports will include the period covered, the name, minority code and Federal Employer Identification Number of each minority vendor utilized during the period, commodities and services provided by the minority business enterprise, and the amount paid to each minority vendor on behalf of each purchasing agency ordering under the terms of this Contract.

22. **BUSINESS REVIEW MEETINGS**

The Department reserves the right to schedule business review meetings as frequently as necessary. The Department will provide the format for the Contractor's agenda. Prior to the meeting, the Contractor shall submit the completed agenda to the Department for review and acceptance. The Contractor shall address the agenda items and any of the Department's additional concerns at the meeting. Failure to comply with this section may result in the Contractor being found in default and contract termination.

23. **ETHICAL BUSINESS PRACTICES**

Contractors shall work in partnership with the State to ensure a successful and valuable Contract. Ethical practices are required of State employees, Contractors, and all parties

representing the Contractor. All work performed under this Contract will be subject to review by the Inspector General of the State of Florida, and any findings suggesting unethical business practices may be cause for termination or cancellation.

24. GRATUITIES

The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, give, or agree to give anything of value to anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone anything of value for the benefit of, or at the direction or request of, any State officer or employee.

25. LOBBYING

In accordance with sections 11.062 and 216.347, F.S., the Contract funds are not for the purpose of lobbying the Legislature, the judicial branch, or an Agency. Pursuant to subsection 287.058(6), F.S., the Contract does not prohibit the Contractor from lobbying the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding the Contract, after the Contract's execution and during the Contract's term.

26. COOPERATION WITH INSPECTOR GENERAL

Pursuant to subsection 20.055(5), F.S., Contractor, and any subcontractor to the Contractor, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for three (3) years after the expiration of the Contract, or the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

27. PRODUCT VARIATIONS/CUSTOM ORDERS

New variations, substitutions, including custom orders of existing software licenses, maintenance and services awarded under the Contract will be considered by the

Department if it is in the best interest of the State. All modifications and special requests must receive prior written approval from the Department or Customer before execution of the purchase. Proposed changes are not to compromise the integrity of the software licenses, maintenance or services performance.

28. **DELAYS AND COMPLAINTS**

Delivery delays and service complaints will be monitored on a continual basis. Documented inability to perform under the conditions of the Contract (via the established Complaint to Vendor process (PUR 7017 form) may result in default proceedings and cancellation.

29. **SALES AND USE TAX**

It is the responsibility of the Contractor to determine how work accomplished under this Contract would be subject to a Use Tax as written in the "Sales and Use Tax" Rule 12A-1, Florida Administrative Code. Any questions concerning the Use Tax as it relates to this contract shall be directed to the Taxpayer Assistance section at the Department of Revenue (DOR) (800) 352-3671, Monday through Friday, 8 a.m. to 7 p.m. (ET). For more information visit the DOR website at http://dor.myflorida.com/dor/businesses.

30. **INSURANCE, LOSS DEDUCTIBLE**

The Department and Customer shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the contractor providing such insurance. Upon request, the Contractor shall furnish the Department or Customer an insurance certificate proving appropriate coverage is in full force and effect.

31. **INSURANCE, SUBCONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE**

The Contractor shall require each of its subcontractors to secure and maintain during the life of the subcontract, insurance of the type specified in section 5, Liability and Workers Compensation Insurance, or the Contractor may insure the activities of its subcontractors in the Contractor's policy, as specified in the Liability and Workers Compensation Insurance Section of this contract.

32. **INDEMNITY**

The Contractor agrees to indemnify, defend, and hold the State of Florida, its officers, employees and agents harmless from all fines, claims, assessments, suits, judgments, or damages, consequential or otherwise, including court costs and attorney's fees, arising out of any acts, actions, breaches, neglect or omissions of the Contractor, its employees, agents, subcontractors, assignees or delegates related to the Contract, as well as for any determination arising out of or related to the Contract, that the Contractor or Contractor's employees, agents, subcontractors, assignees or delegates are not independent contractors in relation to the Agency. The Contract does not constitute a waiver of sovereign immunity or consent by the Agency or the State of Florida or its subdivisions to suit by third parties.

33. PAYMENT FOR CLAIMS

The Contractor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Contractor or any employee, agent, subcontractor, assignee or delegate in connection with the Contract.

34. PERFORMANCE AND PAYMENT BONDS

The authority and responsibility for requesting performance and payment bonds shall rest with the Customer. Under this contract, the Customer issuing the purchase order may request a performance and payment bond as deemed necessary by the size of the job. Inability to provide a bond shall result in the Contractor being found in default of the contract.

35. WARRANTY

The Microsoft standard warranty shall cover all software and the Contractor's warranty shall cover Value-added services provided under this the Contract. The Microsoft standard warranty is required to provide coverage against defective software, workmanship, and failure to perform in accordance with the specifications and required performance criteria. The Microsoft and Contractor warranty coverage must be identical to or exceed the most inclusive of those normally provided for the commodities and contractual services specified herein that are sold to any State or local governments.

Should the Microsoft or Contractor warranty conflict with any requirements, specifications, terms, or conditions of the Contract, the Contract terms and conditions shall prevail.

36. CONTRACT REVISIONS

Notwithstanding General Contract Conditions, section 42 of the PUR 1000 Form, the following types of revisions can be made to the Contract upon written authorization by the Department:

a) Contractor's Company Information and Contacts
b) Contract Administrator
c) Contract Forms
d) Catalog Revisions

The Contractor shall use the appropriate form to request changes to the items listed above and shall submit the form to the Department for review and approval. Only the above listed provisions can be made without a formal Contract amendment. General Contract Conditions, section 42 of the PUR 1000, apply to all other modifications to the Contract.

37. FINANCIAL CONSEQUENCES

The Contract Administrator shall periodically review the Contractor's Compliance with the responsibilities and deliverables in the Contract. If the Contractor fails to meet and

comply with the responsibilities and deliverables established in the Contract, Contractor will be subject to damages. See Exhibit C, section 18 for additional information.

38. **THIRD PARTY AUDITS AND REPORTING REQUIREMENTS**

At no additional cost to the State, the Contractor is to contract with an independent third party firm (to be approved by the Department) to conduct, at a minimum, at least one random sampling of the Contractor's price list per quarter in accordance with Section 6.23 of the ITN.

The Contractor's failure to comply with this requirement may result in financial consequences and may also result in the Contractor's immediate removal from the Contract.

EXHIBIT B: GENERAL CONTRACT CONDITIONS

State of Florida
PUR 1000
General Contract Conditions

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1. Definitions. The definitions contained in s. 60A-1.001, F.A.C. shall apply to this agreement. The following additional terms are also defined:

(a) "Contract" means the legally enforceable agreement that results from a successful solicitation. The parties to the Contract will be the Customer and Contractor.

(b) "Customer" means the State agency or other entity identified in a contract as the party to receive commodities or contractual services pursuant to a contract or that orders commodities or contractual services via purchase order or other contractual instrument from the Contractor under the Contract. The "Customer" may also be the "Buyer" as defined in the PUR 1001 if it meets the definition of both terms.

(c) "Product" means any deliverable under the Contract, which may include commodities, services, technology or software.

(d) "Purchase order" means the form or format a Customer uses to make a purchase under the Contract (e.g., a formal written purchase order, electronic purchase order, procurement card, contract or other authorized means).

2. Purchase Orders. In contracts where commodities or services are ordered by the Customer via purchase order, Contractor shall not deliver or furnish products until a Customer transmits a purchase order. All purchase orders shall bear the Contract number, shall be placed by the Customer directly with the Contractor, and shall be deemed to incorporate by reference the Contract terms and conditions. Any discrepancy between the Contract terms and the terms stated on the Contractor's order form, confirmation, or acknowledgement shall be resolved in favor of terms most favorable to the Customer. A purchase order for services within the ambit of section 287.058(1) of the Florida Statutes shall be deemed to incorporate by reference the requirements of subparagraphs (a) through (f) thereof. Customers shall designate a contract

manager and a contract administrator as required by subsections 287.057(15) and (16) of the Florida Statutes.

3. Product Version. Purchase orders shall be deemed to reference a manufacturer's most recently release model or version of the product at the time of the order, unless the Customer specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version.

4. Price Changes Applicable only to Term Contracts. If this is a term contract for commodities or services, the following provisions apply.

(a) Quantity Discounts. Contractors are urged to offer additional discounts for one time delivery of large single orders. Customers should seek to negotiate additional price concessions on quantity purchases of any products offered under the Contract. State Customers shall document their files accordingly.

(b) Best Pricing Offer. During the Contract term, if the Customer becomes aware of better pricing offered by the Contractor for substantially the same or a smaller quantity of a product outside the Contract, but upon the same or similar terms of the Contract, then at the discretion of the Customer the price under the Contract shall be immediately reduced to the lower price.

(c) Sales Promotions. In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period. A Contractor shall submit to the Contract Specialist documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to all Customers. Upon approval, the Contractor shall provide conspicuous notice of the promotion.

(d) Trade-In. Customers may trade-in equipment when making purchases from the Contract. A trade-in shall be negotiated between the Customer and the Contractor. Customers are obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process. For State agencies, it may be necessary to provide documentation to the Department of Financial Services and to the agency property custodian pursuant to Chapter 273, F.S.

(e) Equitable Adjustment. The Customer may, in its sole discretion, make an equitable adjustment in the Contract terms or pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the Contractor's control, (2) the volatility affects the marketplace or industry, not just the particular Contract source of supply, (3) the effect on pricing or availability of supply is substantial, and (4) the volatility so

affects the Contractor that continued performance of the Contract would result in a substantial loss.

5. Additional Quantities. For a period not exceeding ninety (90) days from the date of Contract award, the Customer reserves the right to acquire additional quantities up to the amount shown on the Contract but not to exceed the threshold for Category Two at the prices submitted in the response to the solicitation.

6. Packaging. Tangible product shall be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging shall become and remain Customer's property.

7. Inspection at Contractor's Site. The Customer reserves the right to inspect, at any reasonable time with prior notice, the equipment or product or plant or other facilities of a Contractor to assess conformity with Contract requirements and to determine whether they are adequate and suitable for proper and effective Contract performance.

8. Safety Standards. All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate State inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all items furnished shall meet all applicable requirements of the Occupational Safety and Health Act and state and federal requirements relating to clean air and water pollution.

9. Americans with Disabilities Act. Contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.

10. Literature. Upon request, the Contractor shall furnish literature reasonably related to the product offered, for example, user manuals, price schedules, catalogs, descriptive brochures, etc.

11. Transportation and Delivery. Prices shall include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods shall be FOB Destination to any point within thirty (30) days after the Customer places an Order. A Contractor, within five (5) days after receiving a purchase order, shall notify the Customer of any potential delivery

delays. Evidence of inability or intentional delays shall be cause for Contract cancellation and Contractor suspension.

12. Installation. Where installation is required, Contractor shall be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated on the Contract or purchase order. Contractor's authorized product and price list shall clearly and separately identify any additional installation charges. All materials used in the installation shall be of good quality and shall be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. Contractor shall protect the site from damage and shall repair damages or injury caused during installation by Contractor or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the Contractor shall promptly restore the structure or site to its original condition. Contractor shall perform installation work so as to cause the least inconvenience and interference with Customers and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work shall be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

13. Risk of Loss. Matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.

14. Transaction Fee. The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System ("System"). Pursuant to section 287.057(23), Florida Statutes (2002), all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless exempt pursuant to 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor

certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor's failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE SUBJECT TO BEING REMOVED FROM THE DEPARTMENT OF MANAGEMENT SERVICES' VENDOR LIST AS PROVIDED IN RULE 60A-1.006, F.A.C.**

15. Invoicing and Payment. Invoices shall contain the Contract number, purchase order number if applicable, and the appropriate vendor identification number. The State may require any other information from the Contractor that the State deems necessary to verify any purchase order placed under the Contract.

At the State's option, Contractors may be required to invoice electronically pursuant to guidelines of the Department of Management Services. Current guidelines require that Contractor supply electronic invoices in lieu of paper-based invoices for those transactions processed through the system. Electronic invoices shall be submitted to the Customer through the Ariba Supplier Network (ASN) in one of the following mechanisms – EDI 810, cXML, or web-based invoice entry within the ASN.

Payment shall be made in accordance with sections 215.422 and 287.0585 of the Florida Statutes, which govern time limits for payment of invoices. Invoices that must be returned to a Contractor due to preparation errors will result in a delay in payment. Contractors may call (850) 413-7269 Monday through Friday to inquire about the status of payments by State Agencies. The Customer is responsible for all payments under the Contract. A Customer's failure to pay, or delay in payment, shall not constitute a breach of the Contract and shall not relieve the Contractor of its obligations to the Department or to other Customers.

16. Taxes. The State does not pay Federal excise or sales taxes on direct purchases of tangible personal property. The State will not pay for any personal property taxes levied on the Contractor or for any taxes levied on employees' wages. Any exceptions to this paragraph shall be explicitly noted by the Customer in the special contract conditions section of the solicitation or in the Contract or purchase order.

17. Governmental Restrictions. If the Contractor believes that any governmental restrictions have been imposed that require alteration of the material, quality, workmanship or performance of the products offered under the Contract, the Contractor shall immediately notify the Customer

in writing, indicating the specific restriction. The Customer reserves the right and the complete discretion to accept any such alteration or to cancel the Contract at no further expense to the Customer.

18. Lobbying and Integrity. Customers shall ensure compliance with Section 11.062, FS and section 216.347, F.S. The Contractor shall not, in connection with this or any other agreement with the State, directly or indirectly (1) offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for any State officer or employee's decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty, or (2) offer, give, or agree to give to anyone any gratuity for the benefit of, or at the direction or request of, any State officer or employee. For purposes of clause (2), "gratuity" means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. Upon request of the Customer's Inspector General, or other authorized State official, the Contractor shall provide any type of information the Inspector General deems relevant to the Contractor's integrity or responsibility. Such information may include, but shall not be limited to, the Contractor's business or financial records, documents, or files of any type or form that refer to or relate to the Contract. The Contractor shall retain such records for the longer of (1) three years after the expiration of the Contract or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dlis.dos.state.fl.us/barm/genschedules/gensched.htm). The Contractor agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the State which results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for any costs of investigations that do not result in the Contractor's suspension or debarment.

19. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the

foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

20. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of $100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contain in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

21. Suspension of Work. The Customer may in its sole discretion suspend any or all activities under the Contract or purchase order, at any time, when in the best interests of the State to do so. The Customer shall provide the Contractor written notice outlining the particulars of suspension. Examples of the reason for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, the Contractor shall comply with the notice and shall not accept any

purchase orders. Within ninety days, or any longer period agreed to by the Contractor, the Customer shall either (1) issue a notice authorizing resumption of work, at which time activity shall resume, or (2) terminate the Contract or purchase order. Suspension of work shall not entitle the Contractor to any additional compensation.

22. Termination for Convenience. The Customer, by written notice to the Contractor, may terminate the Contract in whole or in part when the Customer determines in its sole discretion that it is in the State's interest to do so. The Contractor shall not furnish any product after it receives the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.

23. Termination for Cause. The Customer may terminate the Contract if the Contractor fails to (1) deliver the product within the time specified in the Contract or any extension, (2) maintain adequate progress, thus endangering performance of the Contract, (3) honor any term of the Contract, or (4) abide by any statutory, regulatory, or licensing requirement.
Rule 60A-1.006(3), F.A.C., governs the procedure and consequences of default. The Contractor shall continue work on any work not terminated. Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from events completely beyond the control, and without the fault or negligence, of the Contractor. If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted products were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Customer. The rights and remedies of the Customer in this clause are in addition to any other rights and remedies provided by law or under the Contract.

24. Force Majeure, Notice of Delay, and No Damages for Delay. The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of the Contractor or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond the Contractor's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to the Contractor. In case of any delay the Contractor believes is excusable, the Contractor shall notify the Customer in writing of the delay or potential delay and describe the cause of the delay either (1) within ten (10) days after the cause that creates or will create the delay first arose, if the Contractor could reasonably foresee that a delay could occur as a result, or (2) if delay is not reasonably foreseeable, within five (5) days after the date the Contractor first had reason to believe that a delay could result. **THE**

FOREGOING SHALL CONSTITUTE THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against the Customer. The Contractor shall not be entitled to an increase in the Contract price or payment of any kind from the Customer for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the Contractor shall perform at no increased cost, unless the Customer determines, in its sole discretion, that the delay will significantly impair the value of the Contract to the State or to Customers, in which case the Customer may (1) accept allocated performance or deliveries from the Contractor, provided that the Contractor grants preferential treatment to Customers with respect to products subjected to allocation, or (2) purchase from other sources (without recourse to and by the Contractor for the related costs and expenses) to replace all or part of the products that are the subject of the delay, which purchases may be deducted from the Contract quantity, or (3) terminate the Contract in whole or in part.

25. Changes. The Customer may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Customer may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld. If unusual quantity requirements arise, the Customer may solicit separate bids to satisfy them.

26. Renewal. Upon mutual agreement, the Customer and the Contractor may renew the Contract, in whole or in part, for a period that may not exceed 3 years or the term of the contract, whichever period is longer. Any renewal shall specify the renewal price, as set forth in the solicitation response. The renewal must be in writing and signed by both parties, and is contingent upon satisfactory performance evaluations and subject to availability of funds.

27. Purchase Order Duration. Purchase orders issued pursuant to a state term or agency contract must be received by the Contractor no later than close of business on the last day of the contract's term to be considered timely. The Contractor is obliged to fill those orders in accordance with the contract's terms and conditions. Purchase orders received by the contractor after close of business on the last day of the state term or agency contract's term shall be considered void.

Purchase orders for a one-time delivery of commodities or performance of contractual services shall be valid through the performance by the Contractor, and all terms and conditions of the

state term or agency contract shall apply to the single delivery/performance, and shall survive the termination of the Contract.

Contractors are required to accept purchase orders specifying delivery schedules exceeding the contracted schedule even when such extended delivery will occur after expiration of the state term or agency contract. For example, if a state term contract calls for delivery 30 days after receipt of order (ARO), and an order specifies delivery will occur both in excess of 30 days ARO and after expiration of the state term contract, the Contractor will accept the order. However, if the Contractor expressly and in writing notifies the ordering office within ten (10) calendar days of receipt of the purchase order that Contractor will not accept the extended delivery terms beyond the expiration of the state term contract, then the purchase order will either be amended in writing by the ordering entity within ten (10) calendar days of receipt of the contractor's notice to reflect the state term contract delivery schedule, or it shall be considered withdrawn.

The duration of purchase orders for recurring deliveries of commodities or performance of services shall not exceed the expiration of the state term or agency contract by more than twelve months. However, if an extended pricing plan offered in the state term or agency contract is selected by the ordering entity, the contract terms on pricing plans and renewals shall govern the maximum duration of purchase orders reflecting such pricing plans and renewals.

Timely purchase orders shall be valid through their specified term and performance by the Contractor, and all terms and conditions of the state term or agency contract shall apply to the recurring delivery/performance as provided herein, and shall survive the termination of the Contract.

Ordering offices shall not renew a purchase order issued pursuant to a state term or agency contract if the underlying contract expires prior to the effective date of the renewal.

28. Advertising. Subject to Chapter 119, Florida Statutes, the Contractor shall not publicly disseminate any information concerning the Contract without prior written approval from the Customer, including, but not limited to mentioning the Contract in a press release or other promotional material, identifying the Customer or the State as a reference, or otherwise linking the Contractor's name and either a description of the Contract or the name of the State or the Customer in any material published, either in print or electronically, to any entity that is not a party to Contract, except potential or actual authorized distributors, dealers, resellers, or service representative.

29. Assignment. The Contractor shall not sell, assign or transfer any of its rights, duties or obligations under the Contract, or under any purchase order issued pursuant to the Contract, without the prior written consent of the Customer. In the event of any assignment, the Contractor remains secondarily liable for performance of the contract, unless the Customer

expressly waives such secondary liability. The Customer may assign the Contract with prior written notice to Contractor of its intent to do so.

30. Antitrust Assignment. The Contractor and the State of Florida recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Florida. Therefore, the contractor hereby assigns to the State of Florida any and all claims for such overcharges as to goods, materials or services purchased in connection with the Contract.

31. Dispute Resolution. Any dispute concerning performance of the Contract shall be decided by the Customer's designated contract manager, who shall reduce the decision to writing and serve a copy on the Contractor. The decision shall be final and conclusive unless within twenty one (21) days from the date of receipt, the Contractor files with the Customer a petition for administrative hearing. The Customer's decision on the petition shall be final, subject to the Contractor's right to review pursuant to Chapter 120 of the Florida Statutes. Exhaustion of administrative remedies is an absolute condition precedent to the Contractor's ability to pursue any other form of dispute resolution; provided, however, that the parties may employ the alternative dispute resolution procedures outlined in Chapter 120.

Without limiting the foregoing, the exclusive venue of any legal or equitable action that arises out of or relates to the Contract shall be the appropriate state court in Leon County, Florida; in any such action, Florida law shall apply and the parties waive any right to jury trial.

32. Employees, Subcontractors, and Agents. All Contractor employees, subcontractors, or agents performing work under the Contract shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Contractor shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under the Contract must comply with all security and administrative requirements of the Customer and shall comply with all controlling laws and regulations relevant to the services they are providing under the Contract. The State may conduct, and the Contractor shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Contractor. The State may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with a Customer's security or other requirements. Such approval shall not relieve the Contractor of its obligation to perform all work in compliance with the Contract. The State may reject and bar from any facility for cause any of the Contractor's employees, subcontractors, or agents.

33. Security and Confidentiality. The Contractor shall comply fully with all security procedures of the United States, State of Florida and Customer in performance of the Contract. The Contractor shall not divulge to third parties any confidential information obtained by the Contractor or its agents, distributors, resellers, subcontractors, officers or employees in the

course of performing Contract work, including, but not limited to, security procedures, business operations information, or commercial proprietary information in the possession of the State or Customer. The Contractor shall not be required to keep confidential information or material that is publicly available through no fault of the Contractor, material that the Contractor developed independently without relying on the State's or Customer's confidential information, or material that is otherwise obtainable under State law as a public record. To insure confidentiality, the Contractor shall take appropriate steps as to its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Contract.

34. Contractor Employees, Subcontractors, and Other Agents. The Customer and the State shall take all actions necessary to ensure that Contractor's employees, subcontractors and other agents are not employees of the State of Florida. Such actions include, but are not limited to, ensuring that Contractor's employees, subcontractors, and other agents receive benefits and necessary insurance (health, workers' compensations, and unemployment) from an employer other than the State of Florida.

35. Insurance Requirements. During the Contract term, the Contractor at its sole expense shall provide commercial insurance of such a type and with such terms and limits as may be reasonably associated with the Contract. Providing and maintaining adequate insurance coverage is a material obligation of the Contractor. Upon request, the Contractor shall provide certificate of insurance. The limits of coverage under each policy maintained by the Contractor shall not be interpreted as limiting the Contractor's liability and obligations under the Contract. All insurance policies shall be through insurers authorized or eligible to write policies in Florida.

36. Warranty of Authority. Each person signing the Contract warrants that he or she is duly authorized to do so and to bind the respective party to the Contract.

37. Warranty of Ability to Perform. The Contractor warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Contractor's ability to satisfy its Contract obligations. The Contractor warrants that neither it nor any affiliate is currently on the convicted vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The Contractor shall immediately notify the Customer in writing if its ability to perform is compromised in any manner during the term of the Contract.

38. Notices. All notices required under the Contract shall be delivered by certified mail, return receipt requested, by reputable air courier service, or by personal delivery to the agency designee identified in the original solicitation, or as otherwise identified by the Customer. Notices to the Contractor shall be delivered to the person who signs the Contract. Either designated recipient may notify the other, in writing, if someone else is designated to receive notice.

39. Leases and Installment Purchases. Prior approval of the Chief Financial Officer (as defined in Section 17.001, F.S.) is required for State agencies to enter into or to extend any lease or installment-purchase agreement in excess of the Category Two amount established by section 287.017 of the Florida Statutes.

40. Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Section 946.515(2), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles which are the subject of, or required to carry out, the Contract shall be purchased from the corporation identified under Chapter 946 of the Florida Statutes (PRIDE) in the same manner and under the same procedures set forth in section 946.515(2) and (4) of the Florida Statutes; and for purposes of the Contract the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for the agency insofar as dealings with such corporation are concerned." Additional information about PRIDE and the products it offers is available at http://www.pridefl.com.

41. Products Available from the Blind or Other Handicapped. Section 413.036(3), F.S. requires the following statement to be included in the solicitation: "It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the Blind or for the Severely Handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in section 413.036(1) and (2), Florida Statutes; and for purposes of this contract the person, firm, or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the State agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

42. Modification of Terms. The Contract contains all the terms and conditions agreed upon by the parties, which terms and conditions shall govern all transactions between the Customer and the Contractor. The Contract may only be modified or amended upon mutual written agreement of the Customer and the Contractor. No oral agreements or representations shall be valid or binding upon the Customer or the Contractor. No alteration or modification of the Contract terms, including substitution of product, shall be valid or binding against the Customer. The Contractor may not unilaterally modify the terms of the Contract by affixing additional terms to product upon delivery (e.g., attachment or inclusion of standard preprinted forms, product literature, "shrink wrap" terms accompanying or affixed to a product, whether written or electronic) or by incorporating such terms onto the Contractor's order or fiscal forms or other documents forwarded by the Contractor for payment. The Customer's acceptance of product or processing of documentation on forms furnished by the Contractor for approval or payment shall not constitute acceptance of the proposed modification to terms and conditions.

43. Cooperative Purchasing. Pursuant to their own governing laws, and subject to the agreement of the Contractor, other entities may be permitted to make purchases at the terms and conditions contained herein. Non-Customer purchases are independent of the agreement between Customer and Contractor, and Customer shall not be a party to any transaction between the Contractor and any other purchaser.

State agencies wishing to make purchases from this agreement are required to follow the provisions of s. 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the contract is cost-effective and in the best interest of the State.

44. Waiver. The delay or failure by the Customer to exercise or enforce any of its rights under this Contract shall not constitute or be deemed a waiver of the Customer's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

45. Annual Appropriations. The State's performance and obligation to pay under this contract are contingent upon an annual appropriation by the Legislature.

46. Execution in Counterparts. The Contract may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

47. Severability. If a court deems any provision of the Contract void or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

EXHIBIT C: CONTRACT FORMS

Forms included in this Contract:

- Quarterly Reporting (Excel File)
- Contact Information Worksheet
- Ordering Instructions
- Savings / Price Reductions
- Preferred Pricing Affidavit
- Product Update (Excel File)

Quarterly Report (Excel file)

Quarterly Report Form.xlsx

Contractor Information Worksheet

Contractor_Information_Worksheet.doc

Ordering Instructions

Ordering Instructions.doc

Savings / Price Reductions

Savings-Reduction Verification.doc

Preferred Pricing Affidavit

Preferred Pricing Affidavit.docx

Product Update

Product Update Form.xls

EXHIBIT C: ITN NO. 07-43230000-L

ITN No. 07-43230000-L

Microsoft LSP
ITN-FINAL- FINAL--Re

Pricing Proposal
Quotation #: 12243404
Created On: Sep-21-2016
Valid Until: Oct-31-2016

City of Port Saint Lucie FL

Charles Mccaskill
121 SW Port St Lucie Blvd
PORT SAINT LUCI
FL
34984
Phone:
Fax:
Email: Charles.Mccaskill@cityofpsl.com

Sales Operations Manager

Eric Goodman
290 Davidson Ave
Somerset, NJ 08873
Phone: (908) 902-0504
Fax: (732) 868-6055
Email: Eric_Goodman@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CCALBrdgO365 Alng MonthlySub Per User Microsoft - Part#: AAA-12414	490	$18.36	$8,996.40
2	Off365PGovE3 ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: AAA-10842	490	$203.16	$99,548.40
3	WINE3perDVC ALNG SA MVL Microsoft - Part#: KV3-00368	490	$40.64	$19,913.60
4	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268	2	$1,091.21	$2,182.42
5	CISSteDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9GS-00135	48	$163.60	$7,852.80
6	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic Microsoft - Part#: 9GS-00495	16	$381.19	$6,099.04
7	WinSvrDCCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EA-00278	16	$124.34	$1,989.44
8	WinSvrSTDCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 9EM-00270	56	$18.00	$1,008.00
9	WinRmtDsktpSrvcsCAL ALNG SA MVL UsrCAL Microsoft - Part#: 6VC-01254	150	$21.27	$3,190.50
10	SQLSvrEntCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7JQ-00343	2	$2,206.96	$4,413.92
11	SQLSvrStdCore ALNG SA MVL 2Lic CoreLic Microsoft - Part#: 7NQ-00292	12	$575.87	$6,910.44

12	Prjct ALNG SA MVL Microsoft - Part#: 076-01912	3	$105.52	$316.56
13	VisioStd ALNG SA MVL Microsoft - Part#: D86-01253	2	$46.63	$93.26
14	VisioProO365FromSA ShrdSvr ALNG SubsVL MVL PerUsr Microsoft - Part#: 9K3-00002	11	$107.04	$1,177.44
15	VSProwMSDN ALNG SA MVL Microsoft - Part#: 77D-00111	9	$301.84	$2,716.56
16	VSTeamFndtnSvr ALNG SA MVL Microsoft - Part#: 125-00124	4	$62.17	$248.68
			Total	$166,657.46

Additional Comments

To process your order, you can e-mail your request to floridateam@shi.com. You can also fax it to 732-868-6055. Please include a contact e-mail address on all orders, as this is required by most vendors. Thanks!

*Are you interested in increasing employee productivity, conserving network bandwidth and protecting against today's complex web-based security threats, such as malicious code and keyloggers? If so, please call us to discuss how the Websense web and email filtering product offerings can help. Or, download a free trial version today at www.websense.com/shi.

SHI Fed ID# 22-3009648
SHI is a Certified Minority (Asian-Pacific) Large Account Reseller, specializing in the sale and distribution of academically priced software, services, and hardware from a myriad of manufacturers ... including Microsoft, Symantec/Veritas, Adobe,Trend Micro, Corel, McAfee, Novell, HP, CA, Inspiration, Riverdeep, Kingston and more.

The Products offered under this proposal are subject to the SHI Return Policy posted at www.shi.com/returnpolicy, unless there is an existing agreement between SHI and the Customer.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager – City Engineer
Jesus Merejo, Interim Assist. City Mgr. - Utility Systems Director
Sherman Conrad, Director, Parks & Recreation
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170013– Purchase of John Deere Wheel Loader

Submittal Date: 11/16/2016

STRATEGIC PLAN LINK: Vision 2028, Principle 2, Beautiful City, "Well designed, well maintained parks and public spaces".

BACKGROUND: The Parks & Recreation Department is purchasing the following:
• One (1) John Deere Wheel Loader with the following options heavy duty pallet fork and bucket. This will be replacing PK-6029 Loader for the Turf Crew Division.

ANALYSIS: Staff has reviewed the quote from Everglades Farm Equipment and the Florida Sheriff Contract # FSA16-VEH14.0 for the cost of one (1) John Deere Wheel Loader. Everglades Farm Equipment provides the best value to the City. Everglades Farm Equipment is a local vendor.

FINANCIAL INFORMATION: Funds are available in the Parks & Recreation Department, Capital Outlay, other Machinery and Equipment.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Chapter 35.04, Good cause shown, participating in the Florida Sheriff Contract # FSA16-VEH14.0 to purchase this equipment from Everglades Farm Equipment for a total cost of $64,700.00, and for future purchases from this contract as budget allows.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Everglades Farm Equipment, Florida Sheriff Contract # FSA16-VEH14.0, photos of equipment and Relinquish Surplus form.

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

RECEIVED
NOV 1 5 2016
CITY MANAGER'S OFFICE

Everglades Farm Equipment

Florida Sheriffs Contract Quote

JOHN DEERE

GOVERNMENT AGENCY INFORMATION

Invoice to:	CITY OF PORT SAINT LUCIE PARKS	Ship to:	SAME
Address:	2195 S.E. AIROSO BLVD.	Address:	
City, State, Zip:	PORT SAINT LUCIE, FL 34983	City, State, Zip:	
Contact Name:	MIKE KENDRICK	Contact Name:	
Phone:	772-871-5260	Phone:	

Make PO To:	VENDOR	DELIVERING DEALER
	Everglades Farm Equipment 6150 ORANGE AVE FORT PIERCE , FL 34947	Everglades Farm Equipment 6150 ORANGE AVE FORT PIERCE, FL 34947
Send PO To:	mlellie@evergladesfarmequipment.com	Contact : MIKE LELLIE 772-370-2133

Florida Sheriffs Contract
Contract # FSA16-VEH14.0
Effective Date: Oct 1, 2016 - Sept. 30, 2017

Date - 11/1/2016

**Discounts off MSRP prices on non-spec options per contract

Order Codes	Description	Up-Downgrade/Option		Contract Price per Unit	Total Contract Price
Spec# 30	John Deere Wheel Loader	Base Spec		$ 87,500.00	$ 87,500.00
				$ -	$ -
JD 204K	Downgrade to 11,806lb Machine	Downgrade		$ -	$ (17,400.00)
				$ -	$ -
Forks	Heavy Duty Pallet Forks	Option		$ -	$ 1,650.00
				$ -	$ -
204/304K	DELETE CAB AND AC	DELITE OPTION		$ -	$ (9,500.00)
OROPS				$ -	$ -
				$ -	$ -
1.4 CU YD	BUCKET	OPTION		$ -	$ 2,450.00
BKT				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
Non-Contract:					
				$ -	$ -
				$ -	$ -
				$ -	$ -
				$ -	$ -
Trade-In:					
				$ -	$ -
				$ -	$ -
				$ -	$ -
				Equipment Price	$ 64,700.00
				Non-Contract Equipment (if applicable)	$ -
				Total Purchase Price	$ 64,700.00
				Quantity Purchased	1
				Subtotal	$ 64,700.00
				Less Trade in (If Applicable)	$ -
Municipal Lease? Yes ___ No ___ Contract # _____				Plus Tax: ____% (if applicable)	
Retail Note? Yes ___ No ___ Contract # _____					
Everglades Farm Equipment - John Deere Authorized Vendor & Delivering Dealer - FSA Contract# FSA16-VEH14.0					
If tax exempt please submit tax exemption certificate with purchase order.				Total Contract Price	$ 64,700.00
Please submit this form along with the purchase order.					

FLORIDA SHERIFFS ASSOCIATION
& FLORIDA ASSOCIATION OF COUNTIES

1.5 CU. YD. WHEEL LOADER (Z-BAR LINKAGE BUCKET - PARALLEL ARM OPTION)
SPECIFICATION #30

2017 John Deere 324K

The John Deere 324K purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$87,500.00	$87,500.00	$87,500.00	$87,500.00

While the Florida Sheriffs Association and Florida Association of Counties have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

VEHICLE:	324K			
DEALER:	Everglades Farm Equipment	Everglades Farm Equipment	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$87,500.00	$87,500.00	$87,500.00	$87,500.00

Order Code	Delete Options	All Zones
JD 204K [1]	Downgrade model - specify *DOWNGRADE TO 11,806LB MACHINE* [1]	($17,400.00) [1]
JD 304K [1]	Downgrade model - specify *DOWNGRADE TO 12,778LB MACHINE* [1]	($11,000.00) [1]
JD 244K [1]	Downgrade model - specify *DOWNGRADE TO 12,060LB MACHINE* [1]	($9,900.00) [1]
	Downgrade model - specify	NA
204/304 OROPS [1]	Delete cab and A/C *204K/304K OPEN STATION OPTION* [1]	($9,500.00) [1]
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA
	Optional equipment delete - specify	NA

Order Code	Add Options	All Zones

Vendor must demonstrate a discount percentage off of the MSRP or Published Price for non-scheduled options and any optional models bid. This discount only applies to a downgrade/upgrade to the model listed within the specification.

Upgrade to minimum 180 hp 4.0 cu. yd. wheel loader with/23.5R25 LD radial tires	NA
Model upgrade - specify	NA
Model upgrade - specify	NA
Model upgrade - specify	NA
Model upgrade - specify	NA
Model upgrade - specify	NA
Model upgrade - specify	NA
20.5R25 Radial L3 tires	NA
Third spool valve/control lever	Std
Manual quick hitch coupler system	NA
Hydraulic quick hitch coupler system	Std
2.5 cu. yd. multi-purpose (4 in 1) bucket	NA
Air ride seat	NA
AM/FM weather band cassette radio	Std
Parallel arm "Tool Carrier" system	NA
No spin	Std
Limited slip	NA

VEHICLE:	324K			
DEALER:	Everglades Farm Equipment	Everglades Farm Equipment	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$87,500.00	$87,500.00	$87,500.00	$87,500.00

FORKS [1]	Multi-purpose attachments - specify *HEAVY DUTY PALLET FORKS (ISO)* [1]	$1,650.00[1]
1.0 CU YD BKT [1]	Multi-purpose attachments - specify *1.0 CUBIC YARD BUCKET (ISO)* [1]	$1,650.00[1]
1.4 CU YD BKT [1]	Multi-purpose attachments - specify *1.4 CUBIC YARD BUCKET (ISO)* [1]	$2,450.00[1]
2.1 CU YD BKT [1]	Multi-purpose attachments - specify *2.1 CUBIC YARD LIGHT MATERIAL BUCKET (ISO)* [1]	$3,650.00[1]
2.6 CU YD BKT [1]	Multi-purpose attachments - specify *2.6 CUBIC YARD LIGHT MATERIAL BUCKET (ISO)* [1]	$4,650.00[1]
RIDE CTRL [1]	Optional equipment - specify *RIDE CONTROL* [1]	$2,000.00[1]
CREEPER [1]	Optional equipment - specify *SPEED CONTROL KIT/ CREEPER MODE* [1]	$1,950.00[1]
ISO [1]	Optional equipment - specify *3 FUNCTION FNR JOYSTICK- ISO COUPLER* [1]	$1,250.00[1]
4 FUNCT [1]	Optional equipment - specify *4 FUNCTION - ISO COUPLER* [1]	$3,650.00[1]
HF-ISO [1]	Optional equipment - specify *3 FUNCTION HIGH FLOW- ISO* [1]	$3,850.00[1]
HF-SS [1]	Optional equipment - specify *3 FUNCTION HIGH FLOW - QUIK-TATCH SKID STEER READY* [1]	$2,950.00[1]
ISO TO SS [1]	Optional equipment - specify *ISO TO SKID STEER COUPLER* [1]	$1,500.00[1]
FRONT GUARD [1]	Optional equipment - specify *FRONT WINDSHIELD GUARD (244K AND 324K)* [1]	$1,850.00[1]
SS QUIK TATCH [1]	Optional equipment - specify *INTEGRATED SKID STEER COMPATIBLE QUIK TATCH COUPLER (204K AND 304K) - DEALER INSTALL* [1]	$950.00[1]
84 [1]	Optional equipment - specify *84' SCRAP GRAPPLE BUCKET (COUPLER MAY BE REQUIRED)* [1]	$4,950.00[1]
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
	Optional equipment - specify	NA
12% [1]	Optional equipment - specify *DISCOUNT OFF OF MSRP ON OPTIONS & NON-SPECIFIED OPTIONAL MODELS PER SPEC# 30* [1]	Std[1]
	Temporary tag	NA
	Transfer existing registration (must provide tag number)	NA
	New state tag (specify state, county, city, sheriff, etc.)	NA
CALL FOR QUOTE [1]	Maintenance Plan - specify *PLEASE CALL FOR CUSTOMIZED QUOTE* [1]	NA[1]

VEHICLE:	324K			
DEALER:	Everglades Farm Equipment	Everglades Farm Equipment	Everglades Farm Equipment	Everglades Farm Equipment
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$87,500.00	$87,500.00	$87,500.00	$87,500.00

	Maintenance Plan - specify	NA
1 YR [1]	Warranty - specify *FULL MACHINE-PARTS & LABOR-TRANSPORTATION NOT INCLUDED* [1]	Std[1]
2 YR/2000 HRS [1]	Warranty - specify *POWERTRAIN& HYDRAULICS-PARTS& LABOR-TRANSPORTATION NOT INCLUDED* [1]	Std[1]

324K

WHEEL LOADER

SPECIAL OFFERS View Details

FEATURES & SPECS

- Final Tier 4-emission certified engine
- Unique stereo steering
- Oscillating rear axle
- Comes standard with quick-coupler

See All Features

Net Power	52 kW (70 hp) @ 2,400 rpm
Bucket Capacity	1.1–1.6 m³ (1.4–2.0 cu. yd.)
Breakout Force	5608 kg (12,364 lb.)
Full-Turn Tipping Load	4430 kg (9,766 lb.)

See All Specs

Build Your Own

Overview Features Specifications Compare Support

Run in some pretty tight circles.

Navigating crowded jobsites often isn't easy. While other machines are frequently forced into three-point turns (or worse), the oscillating stereo steering of the nimble 324K Loader allows a tight turning radius (3.78 m [149 in.]) for unsurpassed maneuverability. Delivers higher tipping load capacities, too. What's more, the hydrostatic drivetrain's infinitely variable range lets you precisely match travel speed to the work at hand. So you can inch ahead while maintaining full hydraulic power. Or max out at a quick 28 km/h (17 mph). Move more materials, more quickly, and more efficiently. Without running yourself ragged.

SPECIAL OFFERS

2.9% APR FOR 60 MONTHS† ON INSTALLMENT PLAN

2.9% APR for 60 months† on installment plan. Offer available through February 28, 2017. †For complete details regarding this offer, please select the corresponding link.

Offer Duration
01 November 2016 - 28 February 2017

View Offer Details

0% APR FOR 48 MONTHS† OR BIG CASH SAVINGS†

PRODUCT BROCHURES:

- Brochure – English
- Brochure – French
- Product Guide
- CWP Fleet Guide – English

YOU MAY ALSO BE INTERESTED IN ...

- Non-Current Wheel Loaders
- Used Equipment
- Product News and Jobsite Stories

Features and specifications are based on published information at the time of publication. Features and specifications are subject to change without notice.

ucket with bolt-on cutting edge

for boom and bucket, and auxiliary level for standard
er lockout feature; optional additional 4-function

rdened steel (replaceable bushings) pivot pins

	Stroke
	510 mm (20.0 in.)
	450 mm (17.7 in.)

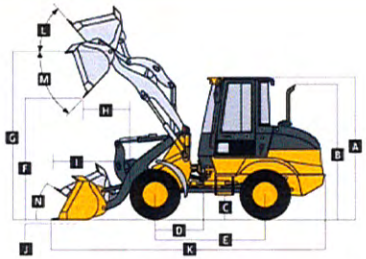
ts

nd stop- and taillights

	Change in Vertical Height
	0 mm (0 in.)
	–25 mm (–1 in.)
	–20 mm (–0.8 in.)

20
21

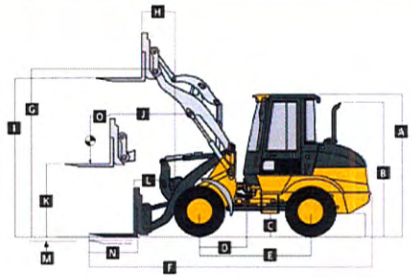
Dimensions and Specifications with Quick-Coupler and Bucket 324K



Dimensions with Quick-Coupler and Bucket	1.1-m³ (1.4 cu. yd.) stockpiling/general purpose with bolt-on cutting edge	1.6-m³ (2.0 cu. yd.) light material with bolt-on cutting edge
A Height to Top of Cab	2.79 m (9 ft. 2 in.)	2.79 m (9 ft. 2 in.)
B Height to Top of Exhaust	2.67 m (8 ft. 9 in.)	2.67 m (8 ft. 9 in.)
C Ground Clearance	386 mm (15.2 in.)	386 mm (15.2 in.)
D Length from Centerline to Front Axle	749 mm (29.5 in.)	749 mm (29.5 in.)
E Wheelbase	2.30 m (7 ft. 7 in.)	2.30 m (7 ft. 7 in.)
F Dump Clearance, 42-deg. Full Height	2.67 m (8 ft. 9 in.)	2.55 m (8 ft. 4 in.)
G Height to Hinge Pin, Fully Raised	3.35 m (11 ft. 0 in.)	3.35 m (11 ft. 0 in.)
H Reach, 42-deg. Dump, Full Height	884 mm (34.8 in.)	937 mm (3 ft. 1 in.)
I Reach, 42-deg. Dump, 2.13-m (7 ft.) Clearance	1.30 m (4 ft. 3 in.)	1.30 m (4 ft. 3 in.)
J Maximum Digging Depth	69 mm (2.7 in.)	69 mm (2.7 in.)
K Overall Length, Bucket on Ground	5.76 m (18 ft. 11 in.)	5.74 m (18 ft. 10 in.)
L Maximum Rollback at Full Height	56 deg.	56 deg.
M Bucket Dump at Full Height	42 deg.	42 deg.
N Maximum Rollback at Ground Level	40 deg.	40 deg.
Specifications with Quick-Coupler and Bucket		
Capacity, Heaped (SAE)	1.1 m³ (1.4 cu. yd.)	1.6 m³ (2.0 cu. yd.)
Capacity, Struck (SAE)	0.9 m³ (1.2 cu. yd.)	1.4 m³ (1.8 cu. yd.)
Bucket Width	2.20 m (7 ft. 3 in.)	2.40 m (7 ft. 10 in.)
Breakout Force (SAE J732C)	5608 kg (12,364 lb.)	4938 kg (10,887 lb.)
Tipping Load, Straight	4850 kg (10,692 lb.)	4746 kg (10,463 lb.)
Tipping Load, Full Turn (SAE)	4430 kg (9,766 lb.)	4317 kg (9,517 lb.)
Rated Operating Load, 50% of Full-Turn Tipping Load (conforms to ISO 14397-1)*	2215 kg (4,883 lb.)	2159 kg (4,759 lb.)
Loader Clearance Circle, Bucket Carry Position	8.30 m (27 ft. 3 in.)	8.27 m (27 ft. 1 in.)

*Rated operating capacity based on Deere attachments only.

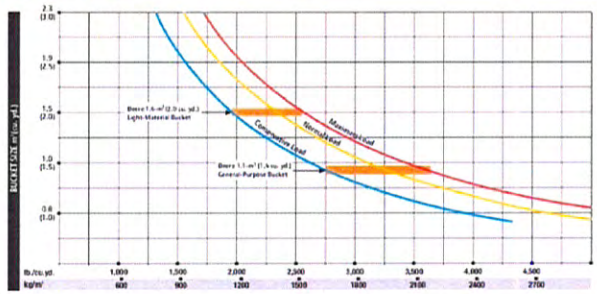
Dimensions and Specifications with Quick-Coupler and Fork 324K



Dimensions with Quick-Coupler and Fork	1.20-m (47.2 in.) tine length
A Height to Top of Cab	2.79 m (9 ft. 2 in.)
B Height to Top of Exhaust	2.67 m (8 ft. 9 in.)
C Ground Clearance	386 mm (15.2 in.)
D Length from Centerline to Front Axle	749 mm (29.5 in.)
E Wheelbase	2.30 m (7 ft. 7 in.)
F Overall Length, Forks on Ground	6.14 m (20 ft. 2 in.)
G Height to Hinge Pin, Fully Raised	3.35 m (11 ft. 0 in.)
H Reach, Fully Raised	569 mm (22.4 in.)
I Fork Height, Fully Raised	3.19 m (10 ft. 6 in.)
J Maximum Reach, Fork Level	1.52 m (5 ft. 0 in.)
K Fork Height, Maximum Reach	1.36 m (4 ft. 6 in.)
L Reach, Ground Level	749 mm (29.5 in.)
M Depth Below Ground	36 mm (1.4 in.)
N Tine Length	1.20 m (47.2 in.)
O Load Position, 50% Tine Length	600 mm (23.6 in.)
Specifications with Fork	*As measured with fork level, centered on tine*
Tipping Load, Straight	3573 kg (7,877 lb.)
Tipping Load, Full Turn	3250 kg (7,165 lb.)
Rated Operating Load,[1] 50% Full-Turn Tipping Load (conforms to SAE J1197 / ISO 14397-1)*	1625 kg (3,582 lb.)
Rated Operating Load,[1] Rough Terrain, 60% Full-Turn Tipping Load (conforms to EN474-3)*	2040 kg (4,497 lb.)
Rated Operating Load,[1] Firm and Level Ground, 80% Full-Turn Tipping Load (conforms to EN474-3)*	2500 kg (5,511 lb.)

*Rated operating capacity based on Deere attachments only.
[1]Payload on forks is limited by tilt cylinder — 2,500-kg (5,511 lb.) maximum load capacity for the fork carrier.

Bucket Selection Guide*



LOOSE MATERIALS	kg/m³	lb./cu. yd.
Clays, pulverized	288	486
Cinders, coal ashes, clinkers	673	1,134
Clay and gravel, dry	1602	2,700
Clay compact, solid	1746	2,943
Clay dry in lump form	1089	1,781
Clay saturated in water	1282	2,160
Coal, anthracite, broken, loose	865	1,458
Coal bituminous, moderately soft	801	1,350
Earth common loam, dry	1214	2,046
Earth, mud packed	1663	2,195
Granite, broken	1538	2,592
Gypsum	2275	3,834
Limestone coarse, solid	1570	2,646
Limestone mixed sizes	1682	2,835
Limestone pulverized or crushed	1362	2,295
Sand, damp	2083	3,510
Sand, dry	1762	2,970
Sand, voids full of water	2083	3,510
Sandstone quarried	1314	2,214
Shale broken crushed	1362	2,295
Slag furnace granulated	1965	3,294
Stone or gravel 37.5 to 87.5-mm (1.5 to 3.5 in.) size	1442	2,430
Stone or gravel 14.75-mm (3/4) size	1602	2,700

The figures representing bucket sizes are nominal and only there will help you in selecting proper bucket size for material density, loader configuration, and operating conditions. Optimum bucket size is determined after adding or subtracting of tipping load through the hydraulic equipment. The "comparative load" line on the guide is recommended when operating in conditions such as soft ground and uneven surfaces. The "maximum load" condition on this guide is sometimes acceptable when operating on firm ground and even surfaces.

20-21/22

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) [signature]

CONTACT PERSON AND PHONE NUMBER: JimFrye 8736323

ITEM DESCRIPTION: John Deere loader, Tractor PK-6029

ITEM LOCATION: 1901 SW Hampshire Lane Yard.

MANUFACTURER John Deere

MODEL # 5220 SERIAL # LV5 320 P236029

FIXED ASSET # 07769-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST many Hours on the TURF EQUIPT 2002 year

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID

* MAY SEND TO SAINTS #7250 OR IT may be Traded for a Club Car. NOT Decided yet. Per Mike K.

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____

****

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

****

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager – City Engineer
Jesus Merejo, Interim Assist. City Mgr. - Utility Systems Director
Sherman Conrad, Director, Parks & Recreation
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170012– Purchase of Toro Equipment

Submittal Date: 11/16/2016

STRATEGIC PLAN LINK: Vision 2028, Principle 2, Beautiful City, "Well designed, well maintained parks and public spaces".

BACKGROUND: The Parks & Recreation Department is purchasing the following:

- Three (3) new Toro Workman HDX Heavy Duty Utility Vehicles with full dump bed, 32 HP liquid cooled gas engine and two (2) year limited warranty. Additional options: backup alarm kit and horn kit. The equipment that is being replaced are one (1) HD utility vehicle for Veterans Park @ Rivergate, Unit # PK-0166, one (1) HD utility vehicle for Lyngate Park, Unit # PK-0231and one (1) HD vehicle at Jessica Clinton Park, Unit # PK-182.
- One (1) new Toro Reelmaster 5510-D with 36.8 HP diesel engine, tier 4 emissions compliant, 100" cutting width, factory installed ROPS, and two (2) year limited warranty. Additional options: five (5) eight (8) bladed cutting unit, one (1) high HOC kit, one (1) weight kit (kit of five) and one (1) Universal mount sunshade. This is replacing Unit #PK-364 ReelMower.
- One (1) Toro Multi-Pro 5800 with ExcelaRate 300 gallon sprayer system, tier 4 compliant, EFI gas engine and two (2) year limited warranty. Additional options: one(1) chemical pre-mix kit, one (1) pivoting hose reel, one (1) 30 gallon fresh water rinse kit, one (1) profoam concentrate (case), one (1) foam marking kit, one (1) finishing kit for foam mounting kit, and twelve (12) white 0.70 gpm nozzles @ 40 PSI. This will be replacing Unit #PK-529 Multi-Sprayer.

ANALYSIS: Staff has reviewed the quote from Hector Turf Quote # 2106036-2 and the National IPA Contract #120535 for the cost of three (3) Toro Workman HDX Heavy Duty Utility Vehicle for $62,828.01, one (1) Toro Reelmaster 5501-D with attachment for $55,424.96, and one (1) Toro Multi-Pro 5800 with excelarate 300 gallon sprayer system and attachments for $52,316.07. Hector Turf is on the National IPA Contract #120535 and provides the best value to the City. Hector Turf is a local vendor.

FINANCIAL INFORMATION: Funds are available in the Parks & Recreation Department, Capital Outlay, Other Machinery and Equipment.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Chapter 35.04, Good cause shown, participating in the National IPA Contract # 120535 to purchase this equipment from Hector Turf for a total cost of $170,569.04 and future purchases as per budget allows.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Hector Turf Quote # 2106036-2, National IPA Contract #120535, photos of equipment and Relinquish Surplus forms

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

RECEIVED
NOV 1 6 2016
CITY MANAGER'S OFFICE

1301 NW 3rd Street
Deerfield Beach, FL 33442
Tel 954-429-3200 Fax 954-725-6701

Quotation

Sold To:
City of Port St. Lucie - Parks & Recreation Dept.
Attn: Mr. James Frye
Safety & Training Coordinator
121 S. W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Via Email: jfrye@cityofpsl.com

Date: 10/18/16
Quote # 2106036-2
Terms CIA

City of Port St. Lucie - Parks & Recreation Dept.

Qty.	Model	Description	Unit Price	Extension
1	07384	**Toro Workman HDX Heavy Duty Utility Vehicle with** Full Dump Bed, 32 HP Liquid Cooled Gas Engine, 2 Year Limited Warranty	**$ 20,605.70**	**$ 20,605.70**
1	107-8037	Back up Alarm Kit	$ 308.22	$ 308.22
1	115-7825	Horn Kit	$ 28.75	$ 28.75
		Total for (1) Workman HDX		**$ 20,942.67**
		Total for (3) Workman HDX		**$ 62,828.01**
1	03607	**Toro Reelmaster 5510-D with** 36.8 HP Diesel Engine, Tier 4 Emissions Compliant, 100" Cutting Width, Factory Installed ROPS, 2 Year Limited Warranty	**$ 41,198.11**	**$ 41,198.11**
5	03639	8 Bladed Cutting Unit	$ 2,551.67	$ 12,758.35
5	110-9600	High HOC Kit	$ 109.46	$ 547.30
1	03405	Weight Kit (kit of 5)	$ 398.04	$ 398.04
1	30349	Universal Mount Sunshade	$ 523.16	$ 523.16
		Total for (1) Reelmaster 5510-D		**$ 55,424.96**
1	41394	**Toro Multi-Pro 5800 with ExcelaRate: 300 Gallon Sprayer System, Tier 4 Compliant, EFI Gas Engine, 2 Year Limited Warranty**	**$ 44,115.75**	**$ 44,115.75**
1	41622	Chemical Pre-Mix Kit	$ 2,066.04	$ 2,066.04
1	41621	Pivoting Hose Reel	$ 2,470.34	$ 2,470.34
1	41614	30 Gallon Fresh Water Rinse Kit	$ 1,254.33	$ 1,254.33
1	41157	ProFoam Concentrate(Case)	$ 200.19	$ 200.19
1	41232	Foam Marking Kit	$ 1,705.54	$ 1,705.54
1	130-8292	Finishing Kit for Foam Mounting Kit	$ 343.92	$ 343.92
12	95-9225	White 0.70 gpm nozzle @ 40 PSI	$ 13.33	$ 159.96
		Total for (1) Multi Pro 5800		**$ 52,316.07**
		Total Equipment Package		**$ 170,569.04**

Terms:
All prices quoted FOB Deerfield Beach unless otherwise indicated.
The preceding pricing is valid for 30 Days.
Prices and incentives based upon complete package purchase.
Prices include assembly where applicable and accessability to parts and service manuals.
Timing of delivery may vary and is subject to manufactures availability.
Purchaser is responsible for applicable taxes and duties.
No credit card payments on equipment purchases.

Groundskeeping, Golf and Sports Field Maintenance Equipment
Executive Summary

Lead Agency: City of Tucson, AZ
RFP Issued: May 4, 2012
Date Open: June 12, 2012

Solicitation: RFP #120535
Pre-Proposal Date: May 22, 2012
Proposals Received: 3

Awarded to: TORO. **Count on it.**

The City of Tucson, AZ Department of Procurement issued RFP #120535 on May 4, 2012 to establish a national cooperative contract for groundskeeping, golf and sports field maintenance equipment.

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- City of Tucson, AZ website
- Hawaii Tribune–Herald, HI
- Daily Journal of Commerce, OR
- The State, SC
- The Olympian, WA
- National IPA website

On June 12, 2012 proposals were received from the following offerors:

- Jacobsen Textron Company
- R&R Products
- The Toro Company

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to enter into interview and equipment demonstrations with the top two ranked firms, Jacobsen Textron Company and The Toro Company.

At the conclusion of the interviews and demonstrations, the evaluation committee individually scored and ranked the short-listed firms. As a result, the committee recommended entering into exclusive negotiations with the intent to award to the top ranked firm, The Toro Company.

The City of Tucson, AZ, National IPA and The Toro Company successfully negotiated a contract and the City of Tucson executed the agreement with a contract effective date of November 27, 2012.

TORO. **Count on it.**

Contract includes: Groundskeeping, golf and sports field maintenance equipment

Term:

Initial one year agreement from November 27, 2012 through November 26, 2013, with option to renew for four (4) additional one-year periods through November 26, 2017.

Pricing/Discount:

Discount off Toro MSRP for Commercial, Landscape Contract Equipment and Compact Utility Equipment.

Serviced and supported by local Toro distributors/dealers.

Value Added Services:

- Used equipment
- Financing options
- Smart Value Program volume incentive program

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126 / FAX: (520) 791-4735
Kristina.Tequida@tucsonaz.gov
ISSUE DATE: Tuesday, September 06, 2016

CONTRACT: 120535
CONTRACT AMENDMENT NUMBER: ~~THREE (3)~~ SIX (6)

KT/car
CONTRACT OFFICER: CHRISTINA TEQUIDA

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ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR: THE TORO COMPANY

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF AND UNDERSTANDING OF THE ABOVE AMENDMENT.

Brad Hamilton 9/8/16
Signature of person authorized to sign Date

Brad Hamilton - General Manager
Name and Title (typed or printed legibly)

The Toro Company
Company Name

8111 Lyndale Avenue S.
Address

Brad.Hamilton@Toro.com
Email Address

Bloomington MN 55420
City State Zip

Contact information for Sales/Account Representative for daily business operations:

Peter Whitacre
Name and Title (typed or printed legibly)

952-887-7936
Phone Number

peter.whitacre@toro.com
Email Address

CITY OF TUCSON:

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS 9th DAY OF September, 2016, AT TUCSON, ARIZONA.

for Nathan Dason
Marcheta Gillespie, CPPO, C.P.M., CPPB, CPM
as Director of Procurement and not personally

HERE

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
PHONE: (520) 837-4126 / FAX: (520) 791-4735
Kristina.Tequida@tucsonaz.gov
ISSUE DATE: Tuesday, September 06, 2016

CONTRACT: 120535
CONTRACT AMENDMENT NUMBER: ~~THREE (3)~~ SIX (6)

KT/car
CONTRACT OFFICER: CHRISTINA TEQUIDA

GROUNDSKEEPING, GOLF AND SPORTSFIELDS MAINTENANCE

THIS CONTRACT IS AMENDED AS FOLLOWS:

ITEM ONE (1): RENEWAL

In accordance with Contract 120535, Special Terms and Conditions, paragraph 6 Term and Renewal the City is hereby exercising its renewal option for one year, **November 27, 2016 through November 26, 2017.**

**********END OF AMENDMENT**********

TORO

TOUGHER. STRONGER. BETTER. MEET THE TORO WORKMAN.

You can't get more hauling capacity, versatility, or bang for your utility vehicle buck than you can with a Toro Heavy-Duty Workman. With an I-beam axle that's seven times stronger than a tubular design, a bed that hauls up to 3,352 pounds (1,520 kg), and an electronic fuel-injected engine that makes every gallon go farther, it's the highest performing utility vehicle on the market today.

PRECISION WHEEL BEARINGS

The most advanced integrated wheel bearing technology ensures the Workman keeps on rolling under the heaviest loads, day after day, job after job.

INCREDIBLE STOPPING POWER

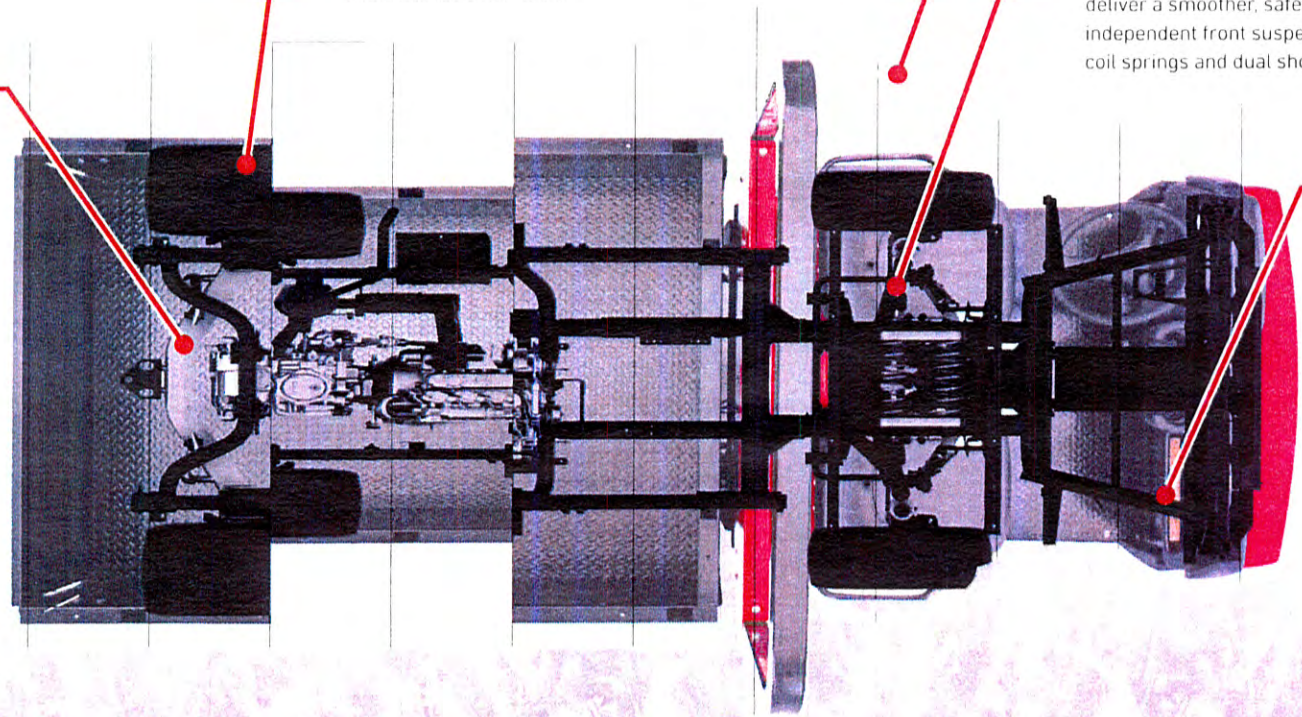
A fully-loaded Workman can build up a lot of momentum. Thanks to 4-wheel hydraulic disc brakes, there is significantly better control and stopping power. Not only are hydraulic disc brakes safer, they are easier to service than traditional drum brakes.

COMFORTABLE RIDE

Because a comfortable operator is a more productive operator, the Workman is engineered to deliver a smoother, safer ride. It's built with a true independent front suspension with opposing dual coil springs and dual shock absorbers.

UNMATCHED TOUGHNESS

The Workman gets its remarkable strength from a rear DeDion axle built with the same kind of I-beam design used in skyscrapers, along with dual independent leaf springs and shock absorbers. It gives Workman HD vehicles superior vertical loading capacity by isolating the engine, transmission and main frame from all load forces, improving durability.



SOLID FOUNDATION

The Workman is engineered with a truss-like front frame for superior strength and rigidity, and a C-channel rear frame design for unsurpassed performance in hauling heavy loads.

A THOROUGHBRED WORKHORSE.

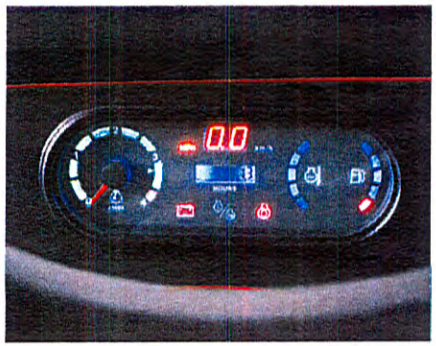
The Toro Workman is more than the industry's toughest utility vehicle. From the ground up, it was engineered to be smarter, more efficient and easier to operate. All with one goal in mind, to raise your productivity to new heights.

MORE CAPACITY AND PRODUCTIVITY

The Workman's maximum capacity of 3,352 pounds (1,520 kg) means it's up to most any challenge.

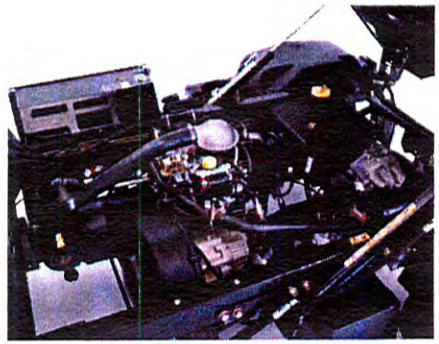
NO SLIPS OR SLIDES

The Workman is available with an on-demand four-wheel drive system that delivers surefooted traction in forward and reverse, without damaging turf.



» ALL-INCLUSIVE INSTRUMENTATION

The easy-to-read instrument panel includes fuel and temperature gauges, an hour meter, and warning lights for oil pressure, check engine and battery charge. A tachometer and speedometer are also standard on all liquid-cooled models.

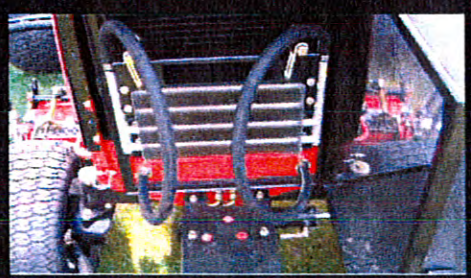


» FUEL-INJECTED SAVINGS

Built with a powerful 32.5 horsepower (24.2 kW) electronic fuel injection (EFI) engine, the Workman HD shifts your productivity into high gear with a 15 to 20% increase in fuel economy, instant cold weather starting, smoother throttle response and onboard diagnostics for quick troubleshooting.

Easy to maintain.

The new Reelmaster® 5010 series mowers follow Toro® RSM (Reduced Simplified Maintenance) standards. RSM helps increase access to service compartments for faster repair and maintenance. Routine service points are all conveniently located on the left side of the machine. Hinges in the hood, operator platform and rear screen allow quick access to the engine, reel speed controls, radiator, and other areas that might require routine maintenance or inspection. An optional handheld diagnostic tool makes maintenance even easier.



The hinged radiator screen and tip-out oil cooler provide quick and easy access for cleaning.

TORO

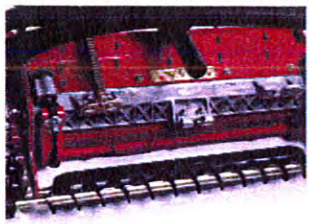
TORO
REELMASTER
5510-D

TORO

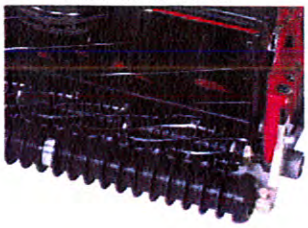
TORO
TORO
TORO

Accessories

Powered Rear Roller Brush kit

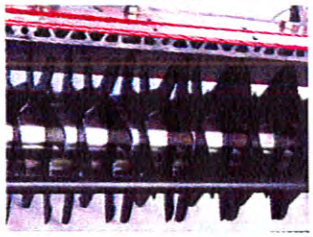


Groomer/Broomer™



Grass Basket

Verticutter



TurfDefender™Leak Detector

Air Ride Seat Suspension

Universal Sunshade

Not Pictured:
- CrossTrax™ All-Wheel Drive
- Handheld Diagnostic Tool
- Scrapers
- Roller Options
- Comb Kit
- High height-of-cut Kit
- 2-post ROPS Kit (see left page)
- 4-post ROPS Conversion Kit
- Bedknife Options

The best cut gets better.

A variety of accessories is available to make the most of your Reelmaster. Use the fairway groomer with exclusive Quick-Set™ handle for a better cut and improved aftercut appearance. Rotating blades help reduce grain, control thatch and knock off dew to minimize clumping. It stands up grass for a clean, crisp cut and helps open up the canopy for better clipping dispersion and integration. Toro also offers an exclusive Broomer™ kit that works with the groomer to enhance its performance. A powered rear roller brush system keeps the rollers clean in order to disperse clippings, minimize clumping and maintain consistent height-of-cut. The TurfDefender™ leak detector helps identify and minimize hydraulic oil leaks that could damage turf.

Reelmaster 5610

Specifications for Reelmaster® 5010 Series

	RM5210	RM5410	RM5510	RM5610
Engine				
Type:	Kubota 3-cylinder diesel	Kubota 4-cylinder diesel	Kubota 4-cylinder diesel	Kubota 4-cylinder diesel turbo
Horsepower @ 3000 rpm:	28 hp (20.9 kW)	35.5 hp (26.5 kW)	35.5 hp (26.5 kW)	44.2 hp (32.9 kW)
Traction Unit				
Drive System	Hydrostatic w/wheel motors	Hydrostatic w/wheel motors	Hydrostatic w/wheel motors	Hydrostatic w/wheel motors
Traction Drive	2WD Standard CrossTrax™ AWD Optional	2WD Standard CrossTrax AWD Optional	2WD Standard CrossTrax AWD Optional	2WD Standard CrossTrax AWD Optional
Transport Speed	0-10 mph (0-16 km/h)	0-10 mph (0-16 km/h)	0-10 mph (0-16 km/h)	0-10 mph (0-16 km/h)
Mowing Speed	0-8 mph (0-12.8 km/h)	0-8 mph (0-12.8 km/h)	0-8 mph (0-12.8 km/h)	0-8 mph (0-12.8 km/h)
Steering Type	Power, isolated circuit	Power, isolated circuit	Power, isolated circuit	Power, isolated circuit
Tires	Front: 24 x 13-12 Rear: 20 x 10-10	Front: 26.5 x 14-12 Rear: 20 x 12-10	Front: 26.5 x 14-12 Rear: 20 x 12-10	Front: 26.5 x 14-12 Rear: 20 x 12-10
Height	62 in. (157.5 cm)	63 in. (160 cm)	63 in. (160 cm)	63 in. (160 cm)
Length (2WD)	111 in. (281.9 cm)	111 in. (281.9 cm)	111 in. (281.9 cm)	111 in. (281.9 cm)
Transport Width	90 in. (228.6 cm)	90 in. (228.6 cm)	92 in. (233.7 cm)	92 in. (233.7 cm)
Overall Width	113.5 in. (288.3 cm)	113.5 in. (288.3 cm)	116 in. (294.6 cm)	116 in. (294.6 cm)
Seat	Deluxe suspension	Deluxe suspension	Deluxe suspension	Deluxe suspension
Fuel Tank Capacity	13.5 U.S. gal. (51.1 liter)	13.5 U.S. gal. (51.1 liter)	13.5 U.S. gal. (51.1 liter)	13.5 U.S. gal. (51.1 liter)
Weight	2,396 lbs. (1,086 kg) (2WD) 2,506 lbs. (1,136 kg) (AWD)	2,505 lbs. (1,136 kg) (2WD) 2,615 lbs. (1,186 kg) (AWD)	2,693 lbs. (1,221 kg) (2WD) 2,803 lbs. (1,271 kg) (AWD)	2,756 lbs. (1,250 kg) (2WD) 2,866 lbs. (1,300 kg) (AWD)
Ground Pressure	10 psi	10 psi	10 psi	10 psi
Controls				
Forward/Reverse	Single Pedal	Single Pedal	Single Pedal	Single Pedal
Service/Parking Brake	Dynamic through traction system, pedal w/lock	Dynamic through traction system, pedal w/lock	Dynamic through traction system, pedal w/lock	Dynamic through traction system, pedal w/ lock
Mow Speed Limiter	Foot Activated Lever	Foot Activated Lever	Foot Activated Lever	Foot Activated Lever
Cutting Units				
Total Width-of-Cut	100 in. (254 cm)	100 in. (254 cm)	100 in. (254 cm)	100 in. (254 cm)
Reel Diameter	5 in. (12.7 cm)	5 in. (12.7 cm)	7 in. (17.8 cm)	7 in. (17.8 cm)
Number of Blades	8	8	8 or 11	8 or 11
Height-of-Cut Range	0.25-1.0 in. (6.4-25.4 mm)	0.25-1.0 in. (6.4-25.4 mm)	0.25-1.0 in. (6.4-25.4 mm)	0.25-1.0 in. (6.4-25.4 mm)
High Height-of-Cut Limit	1.5 in. (38.1 mm)	1.5 in. (38.1 mm)	2 in. (50.8 mm)	2 in. (50.8 mm)

Warranty: Two year limited. Refer to Operator's Manual for further details.

TORO® PROFESSIONAL SERVICES

Toro Financing A full service offering for all your equipment and irrigation purchases. Flexible financing options can be tailored to meet your operational needs.

Toro Protection Plus Extended Protection Plan Protect your budget and your equipment investment. Plans are available for both new and used equipment, and you can choose from various terms to fit your financing terms.

Toro Genuine Parts Keep the productivity and performance of your equipment at its peak. Learn about Performance Parts pricing and MVP kits. Find replacement parts online at Toro.com/partsviewer.

Toro Training Toro Factory Service Schools are available. Explore the training and customer care areas of Toro.com and ToroNSN.com for readily available education and training materials.

Toro Controller Repair Provides irrigation controller boards ready for immediate board exchange to assure that downtime is minimal and your turf stays protected. Toro is the choice for reliability.

Toro NSN® An industry-first support network that provides reliable, around-the-clock irrigation central control system trouble-shooting and operation assistance. Call 1-800-ASK-TORO.

NEW! myTurf™ Fleet This on-line tool from Toro keeps track of maintenance schedules for all of your turf equipment. Complete product information and parts ordering is also included. Ask your distributor for availablity.

Products depicted in this brochure are for demonstration purposes only.
Actual products offered for sale may vary.
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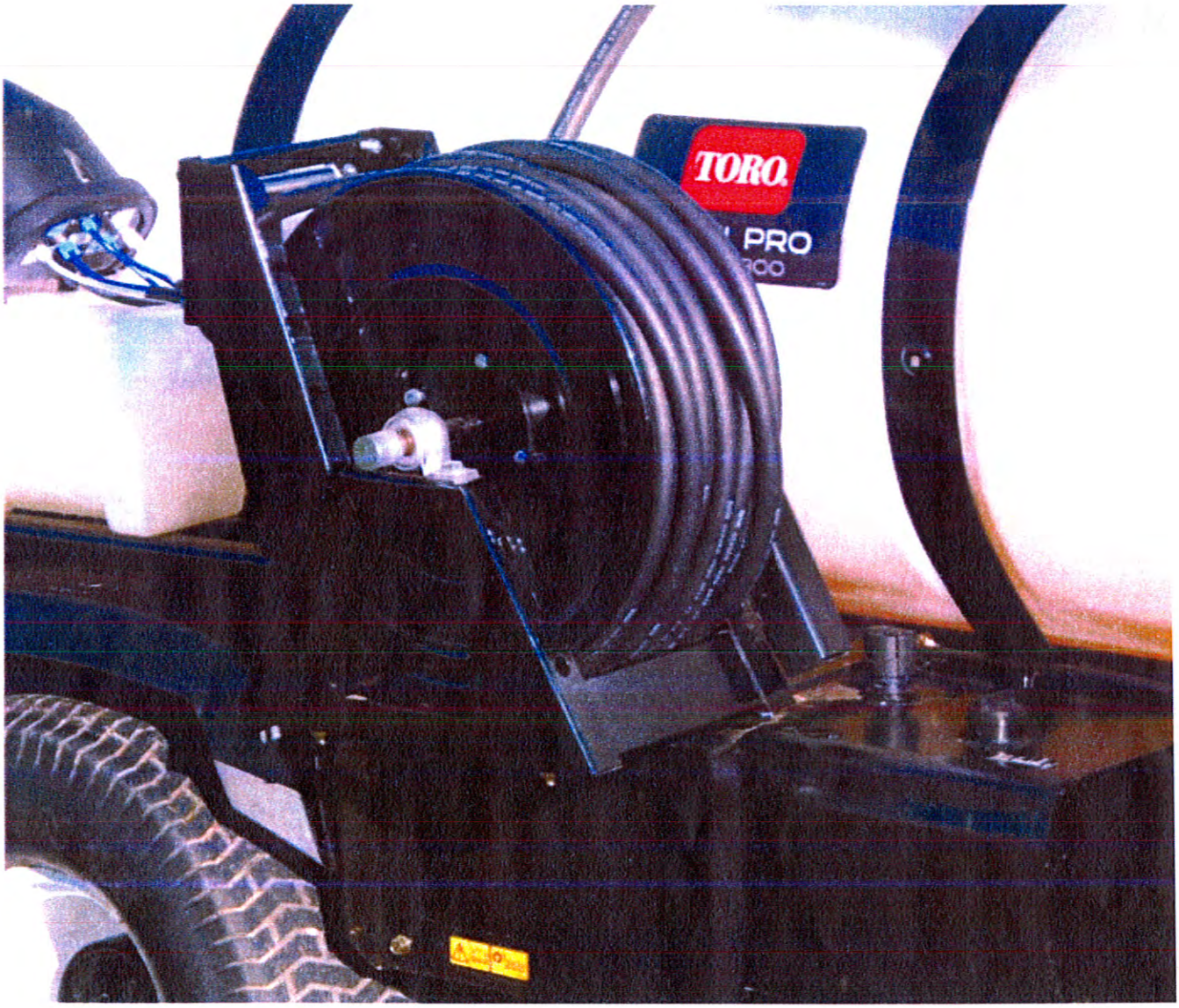
Part No. 06-071-T. Printed in U.S.A.

Toro.com


TORO
PRO

TORO
MULTI PRO
5800
300
GAL
275
LIT
1000
250
900
225
800
200
700
175
600
150
500
125

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sharon Cornell

CONTACT PERSON AND PHONE NUMBER: Jim Frye 8736323

ITEM DESCRIPTION: Park Utility Vehicle Toro Workman Pk-0231

ITEM LOCATION: Lyngate PARK

MANUFACTURER TORO

MODEL # 2110 SERIAL # 260000231

FIXED ASSET # 12116 5-000 EST. CURRENT VALUE $ 500.00

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

REASON FOR REQUEST many Hours on Equipt. year 2006

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:

( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID * Keep AS A Back up / Spare

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____

****

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

****

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Shem Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 873-6323

ITEM DESCRIPTION: Park Utility Vehicle Toro Workman Pk-182

ITEM LOCATION: Jessica Clinton Park

MANUFACTURER TORO Year Make 2003

MODEL # 3200 SERIAL # 230000182

FIXED ASSET # 09307-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on old Equipment

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID * KEEP AS A BACKUP/SPARE

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____

****

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

****

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11/15/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sharon Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 873 6323

ITEM DESCRIPTION: TURF REEL MOWER PK-0364

ITEM LOCATION: 1901 SW Hampshire Lane

MANUFACTURER TORO Year/Make 2005

MODEL # 6500-D SERIAL # 240000364

FIXED ASSET # 10712-000 EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on Equpt.

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID

* May go To Saints # 7250 or it may Be Traded for a Club car. not Decided yet Mike K.

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____

****

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

****

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11 / 15 / 16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Shawn Conrad

CONTACT PERSON AND PHONE NUMBER: Jim Frye 8736323

ITEM DESCRIPTION: Park Turf Sprayer - PK-529

ITEM LOCATION: 1901 SW Hampshire Lane

MANUFACTURER Toro Year/make 2006

MODEL # Multi Pro 5700 SERIAL # 260000529

FIXED ASSET #_____ EST. CURRENT VALUE $ 1,000.00

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

REASON FOR REQUEST Many Hours on used Equipt

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:
( ) TRADE-IN
( ) AUCTION
( ) SPOT BID
(X) TRANSFER TO DEPARTMENT
( ) DISPOSE

TO SAINTS 421-#7250

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____

****

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

****

Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 11/15/16 DEPARTMENT HEAD APPROVAL (SIGNATURE) Sherm Conrad

CONTACT PERSON AND PHONE NUMBER: JimFrye 873 6323

ITEM DESCRIPTION: Park Utility Vehicle Toro workman PK-0166

ITEM LOCATION: Rivergate Park

MANUFACTURER Toro 2003 Year/make

MODEL # 2100 SERIAL # 230000166

FIXED ASSET # 08380.000 EST. CURRENT VALUE $ 200.00

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

REASON FOR REQUEST Many Hours on old Equipt, Needs Repair

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

IF YES: ON WHAT ITEM _____
VALUE OFFERED $_____ VENDOR _____

****

O.M.B. RECOMMENDATION:

( ) TRADE-IN ( ) TRANSFER TO DEPARTMENT
( ) AUCTION ( ) DISPOSE
( ) SPOT BID (X) keep as a Back up/Spare ✓

Will Assign to SWAN Park # 7210

RECIPIENT (METHOD) _____ P.O. #_____

****

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

DISPOSAL METHOD SPECIFIED _____

****

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

****

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager – City Engineer
Jesus Merejo, Interim Assist. City Mgr. -Utility System Director
James Angstadt, Director of Public Works
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer - Procurement Management Department

Agenda Item: Motion: 20170032 – Purchase one (1) 2017 22' Warren Full Frame Dump Trailer Steel Body and Frame

Submittal Date: 11/17/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 1, Financially Sound City, High Performance City Organizations, "Maintain high customer satisfaction with City Services".

BACKGROUND: The Public Works Department is intending to purchase one (1) new 2017 22-foot Warren Full Frame Dump Trailer with steel body and frame. This trailer is a replacement for PWD-1692, a 1987 International Dump Truck, which is no longer in operation as parts are no longer available for the repairs. The new Warren Trailer has the equivalent carrying capacity of two (2) normal size dump trucks and will be utilized in the hauling of material and debris from Public Works maintenance operations through-out the City. It is a less expensive option than purchasing a new dump truck. The Department will convert an existing dump truck to haul the trailer. The Department has sent the dump truck which is no longer in operation to the City Auction.

ANALYSIS: Staff has reviewed the Quote WEI-002777 from Warren Equipment Inc. the cost for this trailer is $37,585.00. The City is standardizing its trailers to Warren for economic and efficiency reasons. This is the only Dealership in the area that supplies Warren Trailers.

FINANCIAL INFORMATION: Funds are available in the Public Works Stormwater/ Street& Drainage/ Other Machinery & Equipment.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Waive the bidding, Chapter 35.04, Good cause shown, purchase one new 2017 22' Full Frame Dump Trailer –Steel Body & Frame from Warren Equipment, Inc in the amount of $37,585.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Warren Equipment Inc. Quote WEI-002777 and Relinquish Surplus form

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

RECEIVED
NOV 1 7
CITY

Quote WEI-002777

Date 3/25/2016

Warren Equipment, Inc.
2299 Highway 92 East
Plant City FL 33563

Phone (800) 752-9469
Fax (813) 754-9545
WarrenTrailers.com

Bill To	Ship To	Contact
CITY OF PORT ST. LUCIE, FL 121 S.W. PORT ST. LUCIE BLVD PORT ST. LUCIE FL 34984	CITY OF PORT ST. LUCIE, FL 450 S.W. THORNHILL DRIVE PORT ST. LUCIE FL 34984	Rick Perkins (772) 621-0240 Ext. CELL

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CIT984	BOB ARNOLD	CUSTOMER PICKUP	Net30	0/0/0000	16,418

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
1	WRDT-SS	FULL FRAME DUMP TRAILER-STEEL BODY & FRAME Body Material: Steel Body Length/Width: 22' / 96" Outside Yardage: 23/26 Cu. Yds. Sides: 10 Ga. A1011-45 / Height: 48" Floor Material: 1/4" AR-450 Crossmembers: 4" Channel x 5.4 lb/ft on 12" Centers Front: 3/16" A1011-45 / Height: 54" Sideboards: Pine 2 x 6 Vertical Side Brace: Yes Horizontal Brace: No Cylinder: 85190	EA	$37,585.00	$37,585.00
1	HYDRAULICS	Hoses/Fittings: 1" Male Wingtype QD - no hose	Each	$0.00	$0.00
1	TAILGATE	Tailgate: 3/16" A1011-45 / 9 Panels Height/Slope: 54" / No Slope (Straight Gate) High Lift: No Latch: Air w/ Manual Sideswing (2-Way) Latch/Control: Air w/ Manual Sideswing (2-Way)/Trailer Chassis Mount - Manual Watertight Seal: No Side Swing: Yes Material Gate: No 10" Asphalt Apron *	Each	$0.00	$0.00
1	CHASSIS	Chassis Style: Fabricated Steel Frame Web Material: 3/16" High Tensile x 11-1/2" Neck - 19" Main Frame Chassis Length: 22' King Pin Setting: 2" SAE Pin Set at 15"	Each	$0.00	$0.00
1	RUNNING GEAR	Tires: 11R22.5 LR G Wheels: Num Tires/Wheels: 8 Drums: Cast Iron Drums 7.5" x 16.5" ABS: Haldex 2S/1M Axle Detail: TQ 25,000 lbs/ea Rated 96" w/ Spacing Suspension: Single Point 50K Rated Landing Jack: Steel 2-Speed 50K# w/ Sand Shoes Roadside Tire Carrier: No Mudflaps: Full Flaps Across Rear	Each	$0.00	$0.00

Quote WEI-002777

Date 3/25/2016

Warren Equipment, Inc.
2299 Highway 92 East
Plant City FL 33563

Phone (800) 752-9469
Fax (813) 754-9545
WarrenTrailers.com

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
	CIT984	BOB ARNOLD	CUSTOMER PICKUP	Net30	0/0/0000	16,418

QTY	Item Number	Description	UOM	Unit Price	Ext. Price
1	FINISH	Steps: 3 Steps D/S Rear Panel Body Finish: Custom Running Gear Finish: Coach Black Custom Paint: FLORIDA DOT YELLOW	Each	$0.00	$0.00
1	LIGHTS	Std. Lights In accordance with FMVSS108 LED lights w /sealed wiring harness	Each	$0.00	$0.00
1	TARP SYSTEM	TARP system - installed Tarp Installed: WInstall Type: Donovan Elec. Flip Tarp Tarp Size/Type: 24' / Mesh	EA	$0.00	$0.00

Subtotal	$37,585.00
Misc	$0.00
Tax	$0.00
Ship & Handling	$0.00
Trade In Allowance	$0.00
Total	$37,585.00

Quotation reviewed and accepted by:
(signed)_____
Please fax back to us for entry as an order
NOTE: Quotation good for 30 days only

Department Tracking #_____
Transaction #_____

REQUEST TO RELINQUISH SURPLUS

DATE INITIATED 6-13-16 DEPARTMENT HEAD APPROVAL (SIGNATURE) James E. Engstedt

CONTACT PERSON AND TELEPHONE NUMBER Rick Perkins

DEPARTMENT Public Work

ITEM DESCRIPTION Dump Truck

ITEM LOCATION Thornhill

MANUFACTURER International

MODEL # S-1900 SERIAL # 1HTLKTVR5HHA11692

FIXED ASSET # 1880-000 1880-001 EST. CURRENT VALUE $ 2000.00

Bed & Truck

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

REASON FOR REQUEST Can not obtain repair parts

TRANSFER FROM DEPARTMENT _____

TO DEPARTMENT _____

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

IF YES: ON WHAT ITEM _____

VALUE OFFERED $_____ VENDOR _____

****

RECOMMENDATION:

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

DISPOSAL METHOD SPECIFIED Cheryl Strasheim 6-28-16

DISPOSAL APPROVED BY PROCUREMENT MANAGEMENT DEPT.: _____

RECIPIENT (METHOD) _____ P.O. # _____

****

COUNCIL APPROVAL (BLUE SHEET) RECEIVED DATE _____

****

AUCTION ITEM # _____ VALUE RECEIVED $ _____ DATE SOLD _____

****

Council

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

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

Submittal Date: November 17, 2016

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

BACKGROUND: At Large Planning and Zoning Board Member George Pappas submitted an e-mail resigning from the Board on October 26, 2016. At their November 1, 2016 meeting, the Planning and Zoning Board discussed filling this position with one of the two Alternate Board Members (Diana Breakenridge and James Myrick). The Board, with a vote of 5-2, recommended Alternate Board Member James Myrick fill the vacant At Large Planning and Zoning Board position.

ANALYSIS: If the City Council appoints an Alternate Board Member to the vacant At Large Planning and Zoning Board position, the City Clerk will then advertise for another Alternate Planning and Zoning Board Member.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION:

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Applications and Resumes of James Myrick and Diania Breckenridge, draft Minutes of November 1, 2016, Planning and Zoning Board meeting.

RECEIVED
NOV 15 2016
CITY MANAGER'S OFFICE

Lorraine Prussing

From: April Stoncius
Sent: Friday, November 04, 2016 10:57 AM
To: Lorraine Prussing
Subject: RE: PZ Board Minutes - 11/1 Meeting (PZ Board discussion on vacant position)

PLANNING AND ZONING BOARD MEETING MINUTES NOVEMBER 1, 2016

8. NEW BUSINESS

A. DETERMINATION OF EXCUSED ABSENCE

There was nothing heard under this item.

B. BOARD MEMBER POSITION

Chair Kurek said, "The gentleman that we chose to be on the Board resigned before he actually served, due to some personal reasons. As you can see, Mr. Myrick is here today as the alternate, to take the person's place. We have two alternates, we have him and Ms. Breakenridge. We interviewed both, and ranked three people in the last round. We have a decision to make, either we can choose one of the alternates to fill the position or we can go out for new applications. No matter what, we are going to have to fill an alternate's position, if we make one of the alternates a permanent position. In any case, we have two decisions. The first one is, do we want to fill the position with one of the alternates? We can do that with a vote today or do we want to wait, take applications, and make that decision at a later date?" Ms. Beutel responded, "Given the fact that I have a little experience, I can say as an alternate, you have made a commitment to the City. I don't think it is fair to pass it by, but rather to look at them first and then reach out to new applicants to become an alternate." Chair Kurek asked, "Do we have two alternates now?" The Planning and Zoning Director replied, "You have two alternates, you have Ms. Breakenridge and Mr. Myrick. Mr. Pappas is the gentleman with the health problems. He was At-Large, so both Mr. Myrick and Ms. Breakenridge are At-Large as well." Vice Chair Ojito suggested, "We could ask Ms. Breakenridge and Mr. Myrick if either one of them wants to be a permanent member, and then vote on it." The Planning and Zoning Director said, "I talked to Ms. Breakenridge, knowing she wasn't going to be able to be here. She is interested in being on the full Board member, and Mr. Myrick can answer for himself." Mr. Myrick stated, "Yes, I'm interested."

Chair Kurek said, "We have two people that are willing to be permanent on the Board." Vice Chair Ojito stated, "Someone can make a nomination for one or the other, and then vote." Chair Kurek remarked, "I believe that might be a good procedure." The Planning and Zoning Director said, "The Board will make a recommendation and the Council will act on it." Chair Kurek said, "Correct. Thank you." Vice Chair Ojito **moved** to recommend Ms. Breakenridge to the City Council as a permanent member of the Board. (**Clerk's Note**: At this time, the Chair passed the gavel to the Vice Chair Ojito.) Chair Kurek **seconded** the motion, which **failed** by roll call vote with Chair Kurek and Vice Chair Ojito voting in favor, and Secretary Martin, Ms. Skurka, Ms. Beutel, Mr. Harrison, and Mr. Myrick voting against.

Ms. Skurka **moved** to recommend Mr. Myrick to the City Council as a permanent member. Mr. Harrison **seconded** the motion, which **passed** by roll call vote with Secretary Martin, Ms. Skurka, Ms. Beutel, Mr. Harrison, and Mr. Myrick voting in favor, and Chair Kurek and Vice Chair Ojito voting against. Chair Kurek said, "The recommendation will be made to the Council to make Mr. Myrick a permanent Board member. In that case, we will be looking at filling the alternate position in the next month or two." The Planning and Zoning Director stated, "I will work on that, as soon as this is approved by the Council."

April C. Stoncius, CMC
Deputy City Clerk Supervisor

District 4

"A City for All Ages"

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

NAME: James W. Myrick HOME PHONE: 386-336-0608

HOME ADDRESS: 702 S.E. Essex Dr.

BUSINESS: I.C. Walls BUSINESS PHONE: 386-336-0608

EMAIL ADDRESS: jmyrick@icwalls.com

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

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

Why do you think you are qualified to serve on this board? 29 years in Development, Construction, & Real Estate

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

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

If yes, please list: _____

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

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

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

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

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

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

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

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

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

_____

_____

Where convicted _____

Date of conviction _____

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

SIGNATURE [signature] DATE 8-16-2016

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

Submit to:

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

James W Myrick, Sr

702 S E Essex Drive , Port Saint Lucie , FL 34984
Home: 386-336-0608 - jmyrick@icwalls.com

Professional Summary

I am an accomplished and energetic person with a solid history of achievement in business ownership, construction, and over 35 years experience in real estate consulting, marketing and sales.

Skills

- Customer and Personal Service
- Judgment and Decision Making
- Administration and Management
- Building and Construction
- Complex Problem Solving
- Sales and Marketing
- Negotiations

Experience

02/2011 to Present **Owner**

Insulated Concrete Walls - *Port Saint Lucie, Fl*

Own and manage daily operations of a shell construction company since purchased in February of 2011.

Building energy efficient and storm resistant commercial and residential buildings.

Personally bid all jobs.

Worked with various government agencies throughout the southeast and the islands.

Currently closing business due to qualified labor shortage and excessive labor and insurance cost related to the industry.

I have a Florida Real Estate Brokers license and I have started consulting and working in the commercial real estate industry since the market has made a dramatic turn around.

05/2004 to 02/2009 **Director of Business Relations and Development**

Ginn Company - *Palm Coast, FL*

In my Senior Management Position I worked within all 11 communities with the development managers to "FIX" development issues and to work with the VP of Sales and the VP of the Home Building Department to make sure that the project was progressing as designed and that all builders were meeting the requirements of The Ginn Company.

Worked with the Bobby Ginn, John Gantt-VP of Sales, land planning and the design department for theming of the projects.

01/1989 to 07/2003 **Owner**

Shoreline Commercial Real Estate, LLC - *Charleston, SC*

Responsible for hiring 15 Commercial Real Estate agents, office manager and clerical assistance.

Worked with agents to promote sales and leasing of commercial properties.

Managed operations and marketing of company and promoted company to develop commercial buildings and tracts of land.

Promoted company as a Design/Build company.

Consulted with owners for 1031 Tax Exchanges

Consulted with land owners for Development of commercial and residential properties.

Consulted with land owner in Mt Dora, Florida in design and development of property for a gold course community (Deer Island Club)

Permitted and developed a 45 lot sub-division on Hilton Head in a gated community

Consulted with Developer and the Town of Hilton Head to Permit a 35 acre tract on Hilton Head for a Walmart and Publix

Consulted with land owner to permit and design a 350 acre tract of land and then worked with owner to put a Conservation Easement on the property.

Consulted and worked with owner of a 5700 acre tract of land in Dunellen Florida (DRI) to maximize the number of lots on the property preparing for a Conservation Easement. Owners later sold the property. New owners still own the property. DRI has expired.

Consulted with owner and Charleston County Planning and Zoning to permit and develop a One thousand acre tract of land in the county. This was the first tract to get permitted in Charleston County under the new Comprehensive Land Plan.

Sold Shoreline Commercial Real Estate Company to a Caldwell Banker affiliate

11/1986 to 12/1988 **Real Estate Sales and Marketing**

Wild Dunes Real Estate - *Isle of Palms, SC*

Traveled to cities in the northeast to promote sales and marketing for properties at Wild Dunes

Coordinating after hours "Drop-ins" and "Dinners" for senior management of companies and their friends to promote visits to Wild Dunes.

10/1979 to 11/1986 **Real Estate Sales**

Hilton Head Company - *Hilton Head Island, SC*

- Interview clients to determine what kinds of properties they are seeking.
- Act as an intermediary in negotiations between buyers and sellers, generally representing one or the other.
- Compare a property with similar properties that have recently sold to determine its competitive market price.
- Prepare documents such as representation contracts, purchase agreements, and closing statements.
- Develop networks of attorneys, mortgage lenders, and contractors to whom

clients may be referred.

03/1971 to 09/1979 **Regional Manager**

Griffin Company *- Valdosta, GA*

- Plan and direct staffing, training, and performance evaluations to develop and control sales and service programs.
- Prepare budgets and approve budget expenditures.
- Oversee territory sales managers and their staffs.
- Represent company at trade association meetings to promote products.

Education

06/1965 **High School Diploma:**

Allendale Fairfax High School *- Fairfax, SC*

After Graduation and during my various jobs I continued to take courses designed to promote my strengths in Business Management, Sales and Marketing, Continuing education in the real estate industry. I have held a real estate brokers license in South Carolina, Georgia, and Florida.

clients may be referred.

03/1971 to 09/1979 **Regional Manager**

Griffin Company - *Valdosta, GA*

- Plan and direct staffing, training, and performance evaluations to develop and control sales and service programs.
- Prepare budgets and approve budget expenditures.
- Oversee territory sales managers and their staffs.
- Represent company at trade association meetings to promote products.
- Territory was all of Southeast from Virginia to Texas

07/1965 to 03/1971 **Territory Sales**

Kerr-McGee Corporation - *Charleston, SC*

Sales and customer service for an agricultural fertilizer and farm chemical company. Territory was 1/2 of Georgia, all of South Carolina, and 1/2 of North Carolina.

Education

06/1965 **High School Diploma:**

Allendale Fairfax High School - *Fairfax, SC*

After Graduation and during my various jobs I continued to take courses designed to promote my strengths in Business Management, Sales and Marketing, Continuing education in the real estate industry. I have held a real estate brokers license in South Carolina, Georgia, and Florida.

District 1

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

"A City for All Ages"

NAME: DIANIA BREAKENRIDGE HOME PHONE: 772 345 9640
HOME ADDRESS: 1734 SW McAllister Ln. PSL, FL, 34953
BUSINESS: School board of SLC BUSINESS PHONE: 772 429 5523
EMAIL ADDRESS: DIANIA.BREAKENRIDGE@stlucieschools.org

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

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

Why do you think you are qualified to serve on this board? My qualifications are based on the fact that I'm a citizen of PORT ST. Lucie. I've resided in the county for the past 18 yrs (11 yrs in PORT ST. Lucie).

Brief description of Education & Experience (*résumé required, please attach*): I currently hold a bachelors degree and I am actively pursuing my MBA with a focus in management. I spent 7 years in banking, and currently I'm with the School board of SLC.

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

If yes, please list: Alternate Planning & Zoning board Member.

SEP 7 '16 15:59

SEP 7 '16 15:59

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

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

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

Have you attended the *City University* Classes? **Yes** ____ **No** ✓

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

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

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

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

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

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

_____

_____

Where convicted ✓ _____

Date of conviction ✓ _____

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

SIGNATURE [signature] DATE 9.7.16

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

Submit to:

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

City of Port St. Lucie

Application for Serving on City Boards & Committees

Diania Breakenridge

Why do you think you are qualified to serve on this board?

I qualify to serve on this Board because, I have served as both an alternate and full-time Board Member on the Planning and Zoning Board since 2013. I had to step down from my role as a full-time member to an alternate to take care of pressing family issues. Those issues has since been rectified and has provided me with a balance, and I am now at a place where I can focus on the important tasks of bringing my unique perspectives to the Board. I may not be as vocal as other members of the Board, but that does not reflect a lack of skill-set or understanding to serve on the Board. While I served as a full-time Board Member, I never missed a meeting, my attendance was exemplary. I believe this shows how much I respect what the Board and Planning department are trying to accomplish. I do not take the tasks to serve lightly, I recognize the importance of having the community involved.

I qualify to serve on this Board because I am a direct representation of who the citizens of Port St. Lucie are; I am not in the Development Industry, I am a mother with a regular full-time 9-5 job whose vested interest is far removed from any business gain. I am raising two young ladies, one who has great interest in coming back to this lovely city after completing her planned degree in Physical Therapy. She plans to return and give back to the community she was born and raised in. So it is a part of my duty as a citizen and mother to make this community attractive for young adults wanting to pursue their careers and raise families here.

Everyone who visits Port St. Lucie recognize the beautiful Treasure we call home. While we want to keep it as a Treasure, we must also recognize the need for growth, but growth that is structured and carefully

planned, growth that is manageable. We need a wide-range of dynamic high paying jobs from different industries that will attract a steady stream of qualified individuals, who will grow with the City. We need options when it comes to extra-curricular activities to entertain families right here in Port St Lucie.

DIANIA C. BREAKENRIDGE

1734 SW McAllister Lane, Port St Lucie, FL 34953 |
772-345-9640 | dbreakenridge@bellsouth.net

OBJECTIVE

A dedicated and hard-working professional with wide-ranging experience in reconciliation, account management, fraud assessment, bank automation, regulatory compliance and the School Board Maintenance, Facilities and Risk Management Department. Provides excellent customer service by attending to the needs of clients in a friendly and courteous manner. Serves as an analytical problem solver while discovering opportunities for improvement. Presents a positive image of the organization to customers and the community through skillful public relations. Serves as a results-oriented contributor committed to ongoing success.

JOB SKILLS

- Type 60 WPM
- Proficient in Microsoft Word, Excel, and Power Point
- Team Player
- Demonstrate Professional Attitude
- Implementation of new programs that provide efficiency
- Train employees
- Analyzing Data
- Provide support to Managers on various issues
- Exceptional Internal & External Customer Service
- Compile data for Benchmarking

EMPLOYMENT HISTORY

St. Lucie County School District — *Senior Maintenance Bookkeeper 09/10 – Current*
Fort Pierce, Florida (position transferred to Risk Management)

St. Lucie County School District — *Senior Risk Management Bookkeeper 09/10 – Current*
Fort Pierce, Florida

- Process requisitions for Purchase Orders
- Prepare and process invoices for payment
- Research budgeting information for projects
- Maintain payment logs for projects
- Maintain the work order system
- Train staff on the work order system
- Maintain and update the security system (codes, upload, download, pull buffer, etc.)
- Create and modify ID badges for employees
- Assist with Facility Direct (Facility Rental System)

Diania C. Breakenridge
P: (772-345-9640)
dbreakenridge@bellsouth.net

- Enter utility bills within our Utility Direct Program
- Pull reports
- Create and update charts/graphs for utility usage, work order assignment and completion (for benchmarking)
- FISH (Florida Inventory of School Housing) updates
- Submit Board Agenda Items
- Process short and long term disability claim
- Process termination notices
- Look for discrepancies on the dental billing reports
- Assist in signing employees up for benefits
- Process leave requests and bill employees for benefits while on leave of absent
- ACA – identify the measurement/stability periods for variable hour employees on a monthly basis.
- ACA – track and analyze all employees who are benefit eligible and offer benefits to eligible employees on a monthly basis.
- New hire notification – notify new full and part time employees of Health benefits
- Process HSA and submit to Health Equity
- Process Payroll, Vista and Eligibility Report and submit to the Benefits Management Firm
- Process Add/Voids (Refunds and Employer Contributions)

St. Lucie County School District *Maintenance Office Specialist* *04/07 – 09/10*
Fort Pierce, Florida

- Assisted in the implementation of the work order system
- Analyzing data from reports for benchmarking
- Seek ways to improve efficiency

Harbor Federal Bank *Electronic Service Supervisor* *07/2000 – 04/20/07*
Fort Pierce, Florida

- Managed the paper trail for ATM cards
- ATM Network Balancing & Reconciliation
- Processed Garnishments and Levies
- Analyze reports for discrepancies
- Assisted in the streamlining of the ACH process

EDUCATION

Hodges University *Currently Pursuing my MBA in Management*
Fort Myers, Florida

Keiser University *Bachelor of Science in Interdisciplinary Studies (Business & Health Service Administration) 8/10 – 6/12*

Diania C. Breakenridge
P: (772-345-9640)
dbreakenridge@bellsouth.net

Port St Lucie, Florida

Keiser University *Associate of Science in Health Service Administration 9/08 – 8/10*
Port St Lucie, Florida

CERTIFICATIONS

IRSC *Certificate in MLT1040C Phlebotomy 01/2008-04/2008*

AED/CPR Certified

Florida Public Notary

VOLUNTEER CAUSE

City of Port St. Lucie – Planning and Zoning Board Member (Alternate)
Lincoln Park Academy – LPA Ambassador

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7K
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

FROM: Joel Dramis, Building Code Administrator

Agenda Item: Motion: Appointment of new General or Building Contractor Member to the Contractor's Examining Board

Submittal Date: November 14, 2016

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

BACKGROUND: Current General Contractor Board Member's term expires November 2016. The Member is not eligible for another term. At the Contractor's Examining Board meeting on November 10, 2016, Mr. Kevin Matyjaszek, a licensed General Contractor and Mr. Wayne Larsen, a licensed Building Contractor, were asked a series of questions (see attached).

ANALYSIS: Mr. Kevin Matyjaszek scored an average of 4.83 out of 5, when interviewed by the current Board. Mr. Wayne Larsen scored an average of 3.83 out of 5, when interviewed by the current Board.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends the Council appoint Mr. Kevin Matyjaszek based on the higher score during the interview process.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Council discussion and approval

REQUESTED MEETING DATE: November 28, 2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: 1. List of questions presented to the candidate. 2) Board Members ranking of each candidate. 3) Candidate's applications for serving on City Boards & Committees. 4) Candidate's resume.

RECEIVED

NOV 1 7 2013

CITY MANAGER'S OFFICE

we can't take your money today. Mr. Smith will get a letter in the mail reflecting what happened at this meeting, then you can pay upon that."

9. CERTIFICATION OF FINES/ORDERS TO LIEN:

The Contractor Licensing Coordinator said, "You have two citations before you. The alleged violators have not requested an administrative hearing, and the citations have not been paid."

Vice Chair Parish stated, "In accordance with City Code Section 150.530(a)(6), I **move** to certify the Fines and Orders to Lien for contracting without a license:

Citation	Violator Name	Amount	Violation
22012	Vincent Garofola, Jr.	$1,000	Act in the capacity of a Concrete Contractor
22067	Kenneth Thompson	$ 500	Act in the capacity of a Concrete Contractor

Mr. Raabe **seconded** the motion, which **passed unanimously** by voice vote.

10. NEW BUSINESS

The Contractor Licensing Coordinator stated, "As stated earlier, Mr. Oldakowski's term is expiring this month. We have two candidates who are going to be interviewed for the position. I have an addendum that I put in front of you where we added a second applicant for his seat. The first interview will be for . . . I can't pronounce your last name, Kevin, I'm sorry. You're going to have to come up and pronounce your name. You can stand at the podium right here, please. Before we move forward, typically, when we interview candidates for the position, as a courtesy to the person being interviewed, we ask that the other interviewee(s), Mr. Larsen, to leave the room. It's not necessary, it's not mandatory, we do have a Sunshine Law that we need to uphold, but it is requested. We see Mr. Larsen leaving the room. Kevin, if you could please pronounce your last name for us."

General or Building Contractor Board Member Interview - Mr. Kevin Matyjaszek to replace Chair Greg Oldakowski, whose term expires November, 2016

Mr. Matyjaszek came to the podium and said, "My name is Kevin Matyjaszek" (**Clerk's Note:** Pronounced Ma-de-ya-scheck.) The Contractor Licensing Coordinator stated, "I knew that." Chair Oldakowski said, "Good morning. We've got a few questions we'd like to have you answer. How long have you been a licensed contractor?" Mr. Matyjaszek replied, "I was originally licensed in 2006; my roofing license was the first. I added my building contractor license in 2008. Most recently, in 2012/2013, I upgraded to a general contractor license, and in 2015, I added my plumbing contractor license." Chair Oldakowski queried, "Is there any reason why you have so many licenses?" Mr. Matyjaszek responded, "When I'm doing jobs, doing remodels, SHIP being one of them, I've done about seven or eight of those programs, when you're remodeling a bathroom and doing small little valves, plumbing, stuff of that nature . . . I also have a utility background, both working previously for the City of Port St. Lucie, and currently for St.

Lucie West Services District. As such, when you're on jobs, to bring in a plumber or something like that, it's been convenient." Chair Oldakowski asked, "Has anybody ever filed a complaint against your license?" Mr. Matyjaszek answered, "Never, neither locally nor at state level on any of my licenses."

Chair Oldakowski inquired, "This Board has to penalize contractors by either suspending their license or their ability pull permits, and this could severely hinder their livelihood. What are your concerns about that?" Mr. Matyjaszek responded, "I believe the Florida law and City ordinances are pretty clear as far as being licensed and pulling permits before starting the work' I'm totally for it. Along with contractor licenses, I've also gone on the other side - Building Code Administrator, Plans Examiner - so I understand the City's responsibility, the capacity of those individuals and what they must adhere to as far as their training through International Code Council and such. It's something that I feel strongly about the need to protect the public. It's clear to me, if you start an a/c job, pull the permit. It's right online and takes five to ten minutes. If it's an emergency, send an email if it's at night to let them know."

Chair Oldakowski questioned, "You are currently employed?" Mr. Matyjaszek replied in the affirmative. Chair Oldakowski asked, "Do you have any personal or financial issues that might cause potential conflicts while serving on the Board?" Mr. Matyjaszek responded, "No. I do want to disclose that, I believe going through records, my company has worked in the past with Mr. Parish on some projects. I just want to disclose that. It wasn't a lot, but it was for a few years."

Chair Oldakowski inquired, "Based on your current knowledge, do you feel that contracting law should be less restrictive, more restrictive or stay the same?" Mr. Matyjaszek answered, "I think there's always room to make the law better, maybe to make things clearer, but I feel, overall, they're pretty good. I wouldn't deregulate or go back. I think it is pretty common sense. If anything, it would be to clear up some vagueness on some things, but I believe it stands okay as is."

Chair Oldakowski said, "The Board meets on the second Thursday of each month, at 9:30 a.m. Sometimes meetings run long. Do you have any scheduling conflicts?" Mr. Matyjaszek replied, "No. I made my primary employer aware. It is my normal day off, and I work a four-day week; I'm off every Thursday, Friday and Saturday. And, as such, I've disclosed to them my intentions here. They're supportive of me. I have previously served on some previous Boards with the City, as well. If I have to take off, as needed, then I'll do that."

Chair Oldakowski asked, "Any other questions? No. Okay, that's it. Thank you." Mr. Matyjaszek stated, "Thank you very much."

The Contractor Licensing Coordinator stated, "As you can see, Board members, there is a scorecard where you can rank the candidate, one being the lowest, five being the highest. The ones you have in front of you should have both names. Go ahead and rank Kevin's, I'm not even going to attempt his last name, interview. Here comes Mr. Wayne Larsen, for his interview, then you'll go ahead and rate him and pass it down to the Clerk once completed."

ADDENDUM

General or Building Contractor Board Member Interview - Mr. Wayne Larsen to replace Chair Greg Oldakowski, whose term expires November, 2016

Chair Oldakowski said, "Good morning, Mr. Larsen, how are you?" Mr. Larsen replied, "Fine, thank you." Chair Oldakowski stated, "We have a few questions that we'd like to hear you respond to. How long have you been a licensed contractor?" Mr. Larsen responded, "In Florida, since 1992." Chair Oldakowski asked, "What kind of construction license do you hold?" Mr. Larsen answered, "State-certified building, state-certified roofing, and state-certified inspector." Chair Oldakowski inquired, "Has anyone ever filed a complaint against your license?" Mr. Larsen replied, "Not that I know of in all these years of doing business. There was a woman who brought me before St. Lucie County, and it was thrown out."

Chair Oldakowski stated, "This Board has had to penalize contractors by suspending their license or their ability to pull permits, which could severely hinder their livelihood. Do you have any concerns about causing that result?" Mr. Larsen responded, "I'm sorry, what did you say?" Chair Oldakowski asked, "Do have any concerns about penalizing a contractor?" Mr. Larsen answered in the negative.

Chair Oldakowski inquired, "Do you have any personal or financial issues that might cause potential conflicts while serving on this Board?" Mr. Larsen replied in the negative. Chair Oldakowski questioned, "Based on your current knowledge of the construction industry, do you feel that contracting law should be less restrictive, more restrictive or stay the same, and why?" Mr. Larsen responded, "I hate restrictions, but you have to have them, of course, for the protection of the consumer. That's what it's all about. Whether it should be more restrictive depends on the circumstances; that's a hard one. I don't know. From sitting here and seeing what you do, I see the cases that are brought forward, and with experience, see right through what the people are trying to do. You have the contractors who just consistently do not pull permits, so yes, they deserve a slap on the wrist. Then you have the new people who come into town and want to be a contractor but really don't know what the laws are. They do work and get a slap on the wrist saying, 'Hey, you've got to do this.' You see the effort of them trying to become a licensed contractor, and you give them a pass. I like what you're doing, I see what you're doing, whether it be more restrictive, I don't know, I'm neutral on it."

Chair Oldakowski said, "Currently, this Board meets on the second Thursday of each month at 9:30 a.m., and sometimes the meetings do run long; we've had agendas that are three or four pages. Do you have any scheduling conflicts that might prohibit you from attending?" Mr. Larsen replied, "No. It's all a matter of scheduling, that's all." Chair Oldakowski asked, "Are there any other questions from the Board?" The Contractor Licensing Coordinator inquired, "Do you have any questions for the Board?" Mr. Larsen responded, "No. As I said, I see what you're all trying to do. I was on a Planning Board many years ago up north. I'm thinking, as you said, of any disciplinary stuff, 20 years ago I qualified a second company, a home builder, and I had my own company as well. Shortly after qualifying this company, I got a violation from the State Licensing Board that had to do with signs being posted on job sites without the license number.

Unbeknownst to me, even though I was in the office every day, the owner of the business had the signs made up prior to me even being there, and put them up. I had to drive up to Tallahassee to go before the Board and explain my situation about how this was done without my knowledge. They dismissed it. It's kind of what you all do here; you have to hear that side of the story versus whether they actually maliciously did something wrong or was it just a simple oversight. I guess that is the other thing over the past 25 years that has happened." Chair Oldakowski commented, "Thank you for disclosing that. Anything else? No. Thank you, Mr. Larsen." The Contractor Licensing Coordinator said, "Thank you. Have a good day."

Chair Oldakowski said, "Everybody fill out their sheet and . . ." The Contractor Licensing Coordinator stated, "It goes to the Clerk, Ms. French. (**Clerk's Note:** The Board filled out their ranking sheets and passed them to the Clerk.) This will go before Council, and Council will appoint the next Board member to replace Mr. Oldakowski. At that time, you are going to have to vote on the next Chairperson and Vice Chairperson, if Mr. Parish steps up or gets nominated and voted in as Chair. If he does, we'll have the two votes." Mr. Parish asked, "How much longer do I have?" The Contractor Licensing Coordinator replied, "We have maybe another ten minutes of this meeting. Oh! I'd have to check my records. I don't know off the top of my head, but if you'd like, I'll call you with the answer."

11. COMMENTS TO BE HEARD FROM BOARD, STAFF AND/OR CITY ATTORNEY

The Assistant City Attorney stated, "I don't have anything to say, believe it or not." The Contractor Licensing Coordinator commented, "I don't either, believe it or not."

12. ADJOURN

There being no further business, the meeting adjourned at 10:20 a.m.

_____
Greg Oldakowski, Chair

_____
Denise M. French, Deputy City Clerk

POTENTIAL QUESTIONS FOR CONTRACTOR MEMBER POSITIONS FOR CONTRACTORS EXAMINING BOARD

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

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

3. If yes, describe the outcome?

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

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

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

   - ☐ Less Restrictive
   - ☐ More restrictive
   - ☐ Stay the same

   Explain why?

7. Currently the board meets on the second Thursday of each month at 10:00 a.m. and may continue into the afternoon. Do you have any scheduling conflicts that might prohibit your from attending every meeting?

CONTRACTORS EXAMINING BOARD

The Chairman will ask an identical list of questions of each candidate. Listen to the responses, then please rank the candidates listed below on a scale of 1 to 5.

1 is the lowest, 5 is the highest.

GENERAL OR BUILDING CONTRACTOR					
Kevin Matyjaszek	1	2	3	4	5
Wayne Larsen	1	2	3	4	5

Board Member: RICHARD C. FOPIANO

Date: 11-10-2016

CONTRACTORS EXAMINING BOARD

The Chairman will ask an identical list of questions of each candidate. Listen to the responses, then please rank the candidates listed below on a scale of 1 to 5.

1 is the lowest, 5 is the highest.

GENERAL OR BUILDING CONTRACTOR					
Kevin Matyjaszek	1	2	3	4	5
Wayne Larsen					5

Board Member: Jason E. Parish

Date: 11-10-16

CONTRACTORS EXAMINING BOARD

The Chairman will ask an identical list of questions of each candidate. Listen to the responses, then please rank the candidates listed below on a scale of 1 to 5.

1 is the lowest, 5 is the highest.

GENERAL OR BUILDING CONTRACTOR					
Kevin Matyjaszek	1	2	3	4	5
Wayne Larsen	1	2	3	4	5

Board Member: Greg Olbakowski

Date: 11-10-16

CONTRACTORS EXAMINING BOARD

The Chairman will ask an identical list of questions of each candidate. Listen to the responses, then please rank the candidates listed below on a scale of 1 to 5.

1 is the lowest, 5 is the highest.

GENERAL OR BUILDING CONTRACTOR					
Kevin Matyjaszek	1	2	3	4	5
Wayne Larsen	1	2	3	4	5

Board Member: M Stephenson

Date: 11-10-16

CONTRACTORS EXAMINING BOARD

The Chairman will ask an identical list of questions of each candidate. Listen to the responses, then please rank the candidates listed below on a scale of 1 to 5.

1 is the lowest, 5 is the highest.

GENERAL OR BUILDING CONTRACTOR					
Kevin Matyjaszek	1	2	3	4	5
Wayne Larsen	1	2	3	4	5

Board Member: Russell Raabe

Date: 11/10/16

CITY OF PORT ST LUCIE

BUILDING DEPARTMENT
Contractor Licensing Division

A CITY FOR ALL AGES

November 3, 2016

VIA: EMAIL Kevin@excelsiorconstuction.net
USPS

Mr. Kevin R Matyjaszek
Excelsior Construction & Roofing
1882 SE Crowberry Dr
Port St. Lucie Fl 34983

Dear Mr. Matyjaszek:

Thank you for your interest in the General Contractor Member position available on the Port St. Lucie Contractors Examining Board.

Your interview has been scheduled for the regular meeting on Thursday, November 10, 2016 at approximately 9:30 a.m. in the Council Chambers, City Hall Bldg A, 121 S.W. Port St. Lucie Boulevard.

It would be most appreciated if you could attend to answer any questions from the Board, as well as, to convey your thoughts to the members.

Please accept this as formal notification and contact me at 772-873-6371 or dnoto@cityofpsl.com regarding your availability to attend the meeting.

Best of luck to you, in your pursuit of the position.

Sincerely,

Donna M. Noto
Contractor Licensing Coordinator

I:\CONTRACTOR LICENSING\UsefulFiles\BOARD\Bdinterviews.doc

"A City for All Ages"

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

NAME: Kevin R. Matyjaszek ~~HOME~~ CELL PHONE: 772-528-1637

HOME ADDRESS: 1882 SE Cranberry Drive, PSL FL 34983

BUSINESS: Excelsior Construction & Roofing BUSINESS PHONE: 772-418-8809

EMAIL ADDRESS: Kevin@excelsiorconstruction.net

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

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

Why do you think you are qualified to serve on this board? Former Affordable Housing Advisory Committee member, former Affordable Housing Advisory Committee Chairperson, and hold multiple FL DBPR licenses.

Brief description of Education & Experience (***résumé required, please attach):*** AA in Business Administration; BAS in Organizational Management; currently working on MBA in Strategic Leadership. Former City of PSL employee. State of Florida certified general, roofing, and plumbing contractor.

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

If yes, please list: _____

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

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

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

Have you attended the *City University* Classes? **Yes** _____ **No** ✓

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

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

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

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

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

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

_____

_____

Where convicted _____

Date of conviction _____

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

SIGNATURE KMatyjaszel DATE 10/16/16

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

Submit to:

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

PROFESSIONAL EXPERIENCE

K & A Realty, Inc.
Port St. Lucie, FL

President & Broker
2013-2016

The specific duties and responsibilities of this voluntary position include, but are not limited to:

- *Supervise and assist relators in all types of real estate transactions.*
- *Assist in the supervision and implementation of real estate property management program.*

Indian River State College
Fort Pierce, FL

Adjunct Instructor
2011-Present

The specific duties and responsibilities include, but are not limited to:

- *Instructing assigned classes; grading all quizzes, tests, and written assignments.*
- *Assigning final grades and delivering grades and grade justification sheets.*
- *Maintaining regularly scheduled office hours to meet with students.*
- *Maintaining a safe and effective classroom environment.*
- *Participating in department, division, and general adjunct faculty meetings.*
- *Completing other duties and responsibilities as assigned.*

City of Port St. Lucie
Affordable Housing Advisory Committee/Board
Port St. Lucie, FL

Chairperson (2011-2013)
Member (2008-2010)

The specific duties and responsibilities of this voluntary position include, but are not limited to:

- *Abide by Florida Sunshine laws regulating all correspondence between members and staff.*
- *Amend and approve agendas to ensure compliance with city ordinances and federal guidelines regarding grant funding.*
- *Conduct meetings as a professional and as a representative of the City Council who is accountable to the constituency in a public forum.*
- *Committee reviews and recommends policy decisions regarding State Housing Initiatives Partnership (SHIP) program, Neighborhood Stabilization Programs (NSP) to the City Council, making sure to adhere to the federal Housing & Urban Development Act of 1968 (HUD).*

1882 SE Crowberry Drive, Port St. Lucie, FL 34983
Phone: 772-528-1637 Email: matykvn@gmail.com

- *All recommendations are presented to the City Manager, City Council as well as the City Attorney.*

St. Lucie West Services District
Port St. Lucie, FL

Water Plant Operator Class A
Wastewater Plant Operator Class C
2010-Present

- *Perform responsible skilled work in the operation and maintenance of the water treatment plant, wastewater treatment plant, and related equipment servicing the St. Lucie West area.*
- *Operate computer SCADA system to control and monitor plant flow and machinery.*
- *Make regular tours of plant and check motors, generators, pumps, filters, R.O. treatment units, chlorinators, and other equipment for proper functioning.*
- *Investigate field calls from customers regarding water pressure issues, water quality issues, odors, etc.*
- *Dispatch response crews, monitor telemetry system, and monitor chlorine residuals and adjust feed rates if needed.*
- *Help train new employees, troubleshoot process problems, and may assume the duties of the Chief Operator in his absence.*

KRM & ASSOCIATES, Inc. D.B.A. EXCELSIOR CONSTRUCTION & ROOFING
Port St. Lucie, FL

CEO/Contractor/Project Manager
2006-Present

- *Supervise, design, and build spec and custom homes including multi-million dollar homes.*
- *Design, build additions, or alter existing residential and commercial structures.*
- *Participate with local municipalities in remodeling homes through the State Housing Initiative Partnership (SHIP) program.*
- *Interact with architects, owners, building inspectors, utility representatives, and subcontractors.*
- *Negotiate financial agreements, for land acquisition, construction loans, and start-up capital.*
- *Budget and negotiate all construction costs with suppliers, and subcontractors.*
- *Responsible for invoice approvals, job cost reporting and draw process.*
- *Maintain relationships with owners throughout the building process.*
- *Responsible for all scheduling and coordinating of subcontractors, and local building officials.*
- *Supervise all employees and subcontractors.*
- *Ensure compliance with all OSHA regulations as well as develop and ensure adherence to internal safety programs.*
- *Direct all those involved to adhere to professional standards, cost controls, while ensuring compliance with all Florida Building Codes.*

- *Secure and provide appropriate insurance for all vehicles, employees, equipment, and facilities.*
- *The ability to solve quickly and safely any problems that should and does arise in ongoing construction projects.*

City of Port St. Lucie
Port St. Lucie, FL

Water Plant Operator Class C
2004-2010

- *Performed responsible skilled work in the operation and maintenance of the water treatment plants including Lime Softening and Reverse Osmosis treatment processes and multiple pumping stations that serviced the City of Port St. Lucie.*
- *Operated computer SCADA system that controlled and monitored plant flow and machinery.*
- *Made regular tours of plant and checked motors, generators, pumps, filters, R.O. treatment units, chlorinators, and other equipment for proper functioning.*
- *Dispatched response crews, monitored telemetry system, and monitored chlorine residuals and adjusted feed rates if needed.*
- *Helped train new employees, performed laboratory tests to comply with FDEP standards.*

Treasure Coast Management Company, LLC
Port St. Lucie, Florida

Managing Member
2004-2005

- *Managed forty employees in a Florida food service establishment.*
- *Provided ServSafe training and management services for independent hotels.*
- *Additionally, provided oversight for an insurance division as a licensed public insurance adjuster. These public insurance adjusters were hired by consumers to help in the process of resolving insurance claims.*
- *Managed payroll and accounting division which supplied services to small businesses.*

Responsible Compliance, Inc.
Stuart, Florida

Vice President
2002-2005

- *Provided sanitation and nutrition training to personnel at various food service establishments.*
- *Provided ServSafe training.*

1882 SE Crowberry Drive, Port St. Lucie, FL 34983
Phone: 772-528-1637 Email: matykvn@gmail.com

- *Inspected multiple franchised properties on a monthly basis to ensure proper techniques were being applied that conformed to company policies.*
- *Helped food service establishments develop new recipes and dishes for their menu. Also, would train staff on how to prepare each new dish.*

BMP Development, Inc.
Port St. Lucie, FL

Project Manager/Supervisor
2005-2007

- *Design and coordinate new construction projects.*
- *Design, build additions, or alter existing residential and commercial structures.*
- *Interact with architects, owners, building inspectors, utility representatives, and subcontractors.*
- *Supervised company employees and sub-contractors throughout the entire process.*
- *Worked on all phases of construction including but not limited to monolithic footing, steel headers, foundations, framing, HVAC, electrical, plumbing, etc.*

A.B.A. Bartending Academy
Port St. Lucie, Florida

Treasurer, Secretary
2003-2005

- *Became licensed through the State of Florida to provide a curriculum to train and place students in real bartending positions. Upon completion of the course we were authorized by the State of Florida to issue a diploma.*
- *Recruited, trained, and managed staff of instructors and customer service professionals that would provide a foundation for a reputable training facility.*
- *Reported to State of Florida Department of Education.*
- *Continually developed and altered curriculum to suit the ever changing needs of the industry.*

Creative Construction in partnership with Construction Unlimited
Port St. Lucie, Florida

Foreman/Supervisor
2002-2005

- *Worked on and supervised various stages of construction included but not limited to masonry walls, column erections, steel erection, foundations, elevated slabs, wall installation, truss work, trim work, precast concrete, painting, insulation, re-roofs, tear-offs, installation of asphalt shingles, shake, tile, metal roofing systems.*
- *Supervised numerous employees and subcontractors throughout the entire process.*

Education, Training, & Certifications

M.B.A. in Strategic Leadership
Amberton University, Garland, Texas
Currently Attending

Master in Arts Degree in Career & Technical Education
University of South Florida, Tampa, Florida
2013 -2014

Bachelor of Applied Science Degree in Organizational Management
Indian River State College, Fort Pierce, Florida

Associate in Arts Degree in Business Administration
Indian River Community College, Fort Pierce, Florida

State of Florida DBPR Certified General Contractor
CGC1521911

State of Florida DBPR Certified Plumbing Contractor
CFC1429254

State of Florida DBPR Certified Roofing Contractor
CCC1327191

State of Florida DBPR Building Code Administrator
BU1823

State of Florida DBPR Plans Examiner
PX3731

State of Florida DBPR Standard Inspector
Application Pending

State of Florida DBPR Standard Roofing Inspector (SRI)
SRI156

State of Florida DBPR Standard Modular Inspector (SMI)
Application Pending, Received Board Approval

State of Florida DBPR Real Estate Broker
BK3220955

Florida Commissioned Notary Public
DD 1000158

Florida DEP Class A Drinking Water Treatment Plant Operator

1882 SE Crowberry Drive, Port St. Lucie, FL 34983
Phone: 772-528-1637 Email: matykvn@gmail.com

Kevin R. Matyjaszek

A0016487

Florida DEP Class C Wastewater Treatment Plant Operator
C0023263

- **National Association of Realtors Member, Florida Association of Realtors Member, Realtors Association of Palm Beaches Member, ServSafe Sanitation Certification, FWPCOA Member, AWWA Member, NRAEF Supervision & Nutrition Certification.**
- **Member of the International Code Council (ICC)**

1882 SE Crowberry Drive, Port St. Lucie, FL 34983
Phone: 772-528-1637 Email: matykvn@gmail.com

Indian River State College

Fort Pierce Florida

Be It Known That

Kevin R. Matyjaszek

Being recommended by the Faculty and having completed the requirements for graduation as prescribed by the State of Florida and by the District Board of Trustees is hereby granted the degree of

Bachelor of Applied Science

Organizational Management

and is entitled to all the rights and privileges appertaining to that Degree.

Given this twelfth day of December, two thousand and eleven.

Chair, Board of Trustees

President

Indian River Community College

Fort Pierce Florida

Be It Known That

Kevin R. Matyjaszek

Being recommended by the Faculty and having completed the requirements for graduation as prescribed by the State of Florida and by the District Board of Trustees is hereby granted the degree of

Associate in Arts

and is entitled to all the rights and privileges appertaining to that Degree.

Given this eighth day of August, two thousand and seven.

Chairman, Board of Trustees

President

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING
1882 SE CROWBERRY DRIVE
PORT ST. LUCIE FL 34983

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1521911 ISSUED: 06/08/2016

CERTIFIED GENERAL CONTRACTOR
MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606080000905

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC1521911	

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

MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

ISSUED: 06/08/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606080000905

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399-0783

MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CFC1429254 ISSUED: 06/08/2016

CERTIFIED PLUMBING CONTRACTOR
MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606080000861

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CFC1429254	

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

MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

ISSUED: 06/08/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606080000861

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING
1882 SE CROWBERRY DRIVE
PORT ST. LUCIE FL 34983

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CCC1327191 ISSUED: 06/08/2016

CERTIFIED ROOFING CONTRACTOR
MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1606080000837

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CCC1327191	

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

MATYJASZEK, KEVIN ROBERT
EXCELSIOR CONSTRUCTION & ROOFING
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

ISSUED: 06/08/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606080000837

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399

MATYJASZEK, KEVIN ROBERT
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

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

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

BU1823 ISSUED: 10/08/2015

BUILDING CODE ADMINISTRATOR
MATYJASZEK, KEVIN ROBERT

IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2017 L1510080001655

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER	
BU1823	

The BUILDING CODE ADMINISTRATOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017

MATYJASZEK, KEVIN ROBERT
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

ISSUED: 10/08/2015 DISPLAY AS REQUIRED BY LAW SEQ # L1510080001655

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR (850) 487-1395
1940 NORTH MONROE STREET
TALLAHASSEE FL 32399

MATYJASZEK, KEVIN ROBERT
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

PX3731 ISSUED: 06/08/2016

STANDARD PLANS EXAMINER
MATYJASZEK, KEVIN ROBERT

IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2017 L1606080000486

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER	CATEGORY
PX3731	BLDG

The STANDARD PLANS EXAMINER
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017

MATYJASZEK, KEVIN ROBERT
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

ISSUED: 06/08/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1606080000486

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BUILDING CODE ADMINISTRATORS & INSPECTOR (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399

MATYJASZEK, KEVIN ROBERT
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

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

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

SRI156 ISSUED: 08/30/2016

STANDARD ROOFING INSPECTOR
MATYJASZEK, KEVIN ROBERT

IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : NOV 30, 2017 L1608300001058

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BUILDING CODE ADMINISTRATORS & INSPECTOR

LICENSE NUMBER	
SRI156	

The STANDARD ROOFING INSPECTOR
Named below IS CERTIFIED
Under the provisions of Chapter 468 FS.
Expiration date: NOV 30, 2017

MATYJASZEK, KEVIN ROBERT
1882 SE CROWBERRY DRIVE
PORT ST LUCIE FL 34983

ISSUED: 08/30/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608300001058

State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

KEVIN ROBERT MATYJASZEK

2326 SW ANTIQUERA ST
PORT ST. LUCIE, FL 34953

State of Florida
Department of Environmental Protection

LICENSE NO.: 0016487 DATE ISSUED: 3/3/2015

CLASS A DRINKING WATER TREATMENT PLANT OPERATOR

KEVIN ROBERT MATYJASZEK

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 4/30/2017

State of Florida
Department of Environmental Protection

ISSUED: **3/3/2015** **LICENSE NO.: 0016487**

THE CLASS A DRINKING WATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2017

KEVIN ROBERT MATYJASZEK

RICK SCOTT
GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

DISPLAY IS REQUIRED BY LAW

State of Florida
Department of Environmental Protection
OPERATOR CERTIFICATION PROGRAM
2600 BLAIR STONE ROAD, M.S. 3506
TALLAHASSEE, FLORIDA 32399-2400
(850)245-7500

KEVIN ROBERT MATYJASZEK

1882 SE CROWBERRY DRIVE
PORT ST. LUCIE, FL 34983

State of Florida
Department of Environmental Protection

LICENSE NO.: 0023263 DATE ISSUED: 11/18/2015

CLASS C WASTEWATER TREATMENT PLANT OPERATOR

KEVIN ROBERT MATYJASZEK

IS LICENSED UNDER PROVISIONS OF CHAPTER 403, FLORIDA STATUTES

VALID UNTIL: 4/30/2017

State of Florida
Department of Environmental Protection

ISSUED: 11/18/2015 **LICENSE NO.:** 0023263

THE CLASS C WASTEWATER TREATMENT PLANT OPERATOR NAMED BELOW IS LICENSED UNDER THE PROVISIONS OF CHAPTER 403, FLORIDA STATUTES.

VALID UNTIL: 4/30/2017

KEVIN ROBERT MATYJASZEK

RICK SCOTT
GOVERNOR

JONATHAN P. STEVERSON
SECRETARY

DISPLAY IS REQUIRED BY LAW

"A City for All Ages"

NAME: Wayne Larsen HOME PHONE: 772-335-3559

HOME ADDRESS: 2061 SE Harlow Street, Port St. Lucie, FL 34952

BUSINESS: Southern Exposure Building Corp BUSINESS PHONE: 772-284-9967

EMAIL ADDRESS: sebcwb@att.net

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

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

Why do you think you are qualified to serve on this board? _____

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

40 years in Construction Industry

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

If yes, please list: _____

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

Are you a City resident? **Yes** ✓ **No**_____ If yes, for how long? 25 years

Have you attended the *City University* Classes? **Yes**_____ **No**_____

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

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

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

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

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

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

_____

_____

Where convicted _____

Date of conviction _____

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

SIGNATURE _____ DATE 11-8-16

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

Submit to:

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

Port St. Lucie, FL 34952
772-335-3559 – Home Phone

772-284-9967 – Cell Phone
772-335-8554 – Work

right away. Sorry that it is not more up to date.

WORK EXPERIENCE:

1997 – Present	Owner of three operating corporations: 1) Southern Exposure Building Corp., a construction company specializing in remodeling; 2) Tropical Roofing Systems, Inc., a roofing Company serving residential and commercial repair and Reroofing; 3) Florida Building Inspection Services, Inc., which provides commercial and residential building inspections and reports.
Aug. 1997	Formed Florida Building Inspection Services, Inc.
Sept. 1995	Formed Tropical Roofing Systems, Inc.
1994 – 1995	Became the qualifier and supervisor for Florida Network Properties, Inc., a custom home builder.
1991 – 1993	Upon request, I came to Florida with a crew to build an estate home on Hutchinson Island, Stuart.
Oct. 1992	Became a Florida state certified Building Contractor.
1985 – 1991	President of Country Craftsmen Building Corp., specializing in custom built homes, Windham, New York.
Oct. 1988	Owner and Developer of Blueberry Hill Estates, a 70 acre parcel of land for residential housing, Prattsville, New York.
July 1987	Owner and Developer of Windham Heights, a 50 acre parcel of land for residential housing, Windham, New York.
1982 – 1985	Owner of Wayne Larsen Construction Company, specializing in custom built homes, some renovations, Windham, New York.
1981	Became a state certified builder in New York.

1979 – 1982	Carpenter – Foreman of Raimund Melz Construction Corp., specializing in custom built homes, Windham, New York.
1976 – 1979	Sales and Management – Building Product Wholesalers, a family-owned and operated business in Brooklyn, New York. The company sold retail and wholesale building products to both contractors and homeowners.
Prior to 1976	During my school years, I worked for A.A.A. Larsen, Inc., another family-owned business, selling and installing aluminum products, i.e. windows, doors, railings, awnings and similar products.

EDUCATION:

Tottenville High School, Tottenville, Staten Island, New York. Grades 11 through 12.

New York Christian Academy (private school), Brooklyn, New York. Grades 9 through 10.

Bernstein Junior High School, Tottenville, Staten Island, New York. Grades 6 through 8.

P.S. 42 Grammar School, Eltingville, Staten Island, New York. Grades 1 through 5.

CONTINUING EDUCATION:

1999	FRSA Educational and Research Foundation, Fort Pierce, Florida - Roof tile installation.
1998	FRSA Educational and Research Foundation, Fort Pierce, Florida – Commercial roofing product installation.
1998	University of Florida, Fort Pierce, Florida – Environmental impacts.

1997	FRSA Educational and Research Foundation, Fort Pierce, Florida – Residential metal roofing certification.
1996	Gold Coast School of Construction, Fort Lauderdale, Florida – Home inspection certification.
1995	Contractors Exam School, North Miami, Florida – Roofing techniques and products.
1994	Indian River Community College, Fort Pierce, Florida – Hurricane resistant residential construction.
1994	Royal Rangers Training Academy, Port St. Lucie, Florida – Leadership Training course.
1994	State of Florida, Department of Health and Restorative Services – West Palm Beach, Florida – Assisted living facility core education training program.
1993	Indian River Community College, Fort Pierce, Florida – Construction Cost Estimating.
1992	Cam Tech Construction School, Tampa, Florida – Construction related estimating, accounting, business law and technical information.
1987	New York State Energy Conservation Dept., Albany, New York – Production of Energy Efficient Homes.
1983	Hudson Valley Community College, Hudson, New York – RE101 Real Estate Sales. Completed and license obtained.

AFFLIIATIONS:

Northeast Home Builders Association, Albany, New York.

Windham Chamber of Commerce, Windham, New York.

Town of Windham Planning Board, Windham, New York. Served a three year term.

Town of Prattsville Land Use Committee, Prattsville, New York.

The National Rifle Association of America, N.R.A. Personal Protection.

Assembly of God Churches – Royal Ranger Commander, youth group leader.

State of Florida, Notary Public.

Treasure Coast Home Builders Association.

St. Lucie County Chamber of Commerce.

Member of the Port St. Lucie Better Business Bureau.

Member of Morningside Church.

REFERENCES:

Available upon request.

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CCC057316 ISSUED: 07/10/2016

CERTIFIED ROOFING CONTRACTOR
LARSEN, WAYNE HAROLD
TROPICAL ROOFING [illegible] INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607100001220

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CBC056032 ISSUED: 07/10/2016

CERTIFIED BUILDING CONTRACTOR
LARSEN, WAYNE HAROLD
SOUTHERN EXP[illegible] CORPORA

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607100001096

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

HI3634 ISSUED: 10/04/2016

HOME INSPECTOR
LARSEN, WAYNE HAROLD

IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : JUL 31, 2018 L1610040001344

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CCC057316 ISSUED: 07/10/2016

CERTIFIED ROOFING CONTRACTOR
LARSEN, WAYNE ARNOLD
TROPICAL ROOFING SOLUTIONS INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607100001220

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CBC058032 ISSUED: 07/10/2016

CERTIFIED BUILDING CONTRACTOR
LARSEN, WAYNE ARNOLD
SOUTHERN EXPOSURE BUILDING CORPORA

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607100001096

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

HI3634 ISSUED: 10/04/2016

HOME INSPECTOR
LARSEN, WAYNE ARNOLD

IS CERTIFIED under the provisions of Ch.468 FS.
Expiration date : JUL 31, 2018 L1610040001344

Donna Noto

From: Donna Noto
Sent: Wednesday, November 09, 2016 2:11 PM
To: 'bestesthusband'
Subject: RE: Request for reschedule

I will let the Board know that your hearing is rescheduled for December 8, 2016

Donna M Noto
City of Port St. Lucie
Building Department
Contractor Licensing Coordinator
Office # 772.873.6371
Fax # 772.871.5229

From: bestesthusband [mailto:bestesthusband@aol.com]
Sent: Wednesday, November 09, 2016 2:01 PM
To: Donna Noto <DNoto@cityofpsl.com>
Subject: Request for reschedule

Hello Ms. Noto,
This email follows our conversation requesting a postponement of my hearing on Nov. 10, 2016, at 9 AM. It would be greatly appreciated if we can reschedule. This request is because of a family emergency. Thank you for your time and consideration ,

Steve H Singer
Definitely Different Home Repairs.

Sent from my Verizon 4G LTE smartphone

ADDITIONAL INFORMATION

COUNCIL ITEM 8A
DATE 11/28/16

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

TO: MAYOR, GREGORY J. ORAVEC
CITY COUNCIL MEMBERS

THRU: RUSS D. BLACKBURN, CITY MANAGER
PATRICIA ROEBLING, P.E., ASSISTANT CITY MANAGER
JESUS MEREJO, INTERIM ASSISTANT CITY MANAGER – UTILITY SYSTEMS DIRECTOR

FROM: O. REGINALD OSENTON, CITY ATTORNEY

DATE: NOVEMBER 23, 2016

SUBJECT: ORDINANCE 16-80 – ADDITIONAL INFORMATION
AGENDA ITEM 8A, SECOND READING, NOVEMBER 28, 2016

Attached hereto, please find additional information relating to Ordinance 16-80, scheduled to be heard on the regular City Council meeting of November 28, 2016 as agenda item 8A.

An updated Easement, which is attached as Exhibit "A" (to authorizing Ordinance), has been enclosed herewith. As can be seen, the Easement has been updated to reflect the removal of the term "upon written permission of the City of Port St. Lucie" from the language of the Easement document. Such removal is pursuant to the request of FPL. The decision on whether to delete such language is a business decision, not a legal one. Deleting such written permission requirement merely provides FPL with broader easement rights. The Utility Systems Department has consented to removal of the referenced language within the Easement document.

ORO/ks
Enclosure
cc: John Bolduc, Chief of Police

RECEIVED
NOV 23 2016
CITY MANAGER'S OFFICE

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, Florida 34984-5099 • (772) 871-5294 • Fax: (772) 344-4298 • TDD: (772) 873-6339

EXHIBIT "A"

(to Authorizing Ordinance)

Work Request No. 7229263

Sec. 34 , Twp 37 S Rge 38 E

Parcel I.D. 4233-111-0001-000/6
(Maintained by County Appraiser)

EASEMENT

This Instrument Prepared By

Name:
Co. Name:
Address:

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns (FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Clerk of the Circuit Court Official Records/Recording Department

See attached Exhibit "A" ("Easement Area") on the McCarty Ranch Extension for FPL service for a 300' radio communications tower. See attached Exhibit "B" which depicts a means of access to the Easement Area by FPL.

Together with the right, ~~upon written permission of the City of Port St. Lucie~~, to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times, which is a right of access via a route or road that may be modified at any time by the City of Port St. Lucie, in its sole and absolute discretion; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right, ~~upon written permission of the City of Port St. Lucie~~, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20___.

Signed, sealed and delivered in the presence of:

City of Port St. Lucie

_____
(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: Gregory J. Oravec, Mayor

Print Address: 121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____
(Witness' Signature)

Print Name: _____
(Witness)

This Easement to FPL has been duly authorized and approved by the City Council of the City of Port St. Lucie on the ____ day of _____, 20___ by Ordinance 16-___.

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Mayor of the City of Port St. Lucie, a Florida municipal corporation, who is personally known to me or has produced _____ as identification.

_____
Notary Public, Signature

NOTARY SEAL/STAMP

Print Name _____

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801
ESTATE: Easement
PURPOSE: Utility

EXHIBIT "A"
McCarty Ranch Ext. - Easement

Utility Easement

A parcel of land lying in Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

A 10 foot wide utility easement lying 5 feet each side of the following described centerline:

Commence at the Southeast corner of said section 33, thence run N 00°09'22" W along the east line of said Section 33 for a distance of 290. 74' to a point on the North right of way line of the South Florida Water Management District (SFWMD) Canal C-23; thence run S 89°49'19" w along said North right of way line a distance of 1075.57' to the Point of Beginning of the herein described easement, thence run N 57° 49'20" E, for a distance of 36.67 feet; thence run N 00° 07'59" E, for a distance of 190.41 feet; thence run S 87°29'30" E, for a distance of 34.24 feet to the point of terminus of said centerline, said easement lying and being entirely within the lands described in Radio Tower Lease Agreement per "SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA (PUBLIC SAFETY TOWER)" by Public Works Department, Engineering Division, Survey Section, dated February 19, 2016, Project no. 16600.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 10 foot wide strip bounded on the south by North right of way line said Canal C-23 and on the east by the proposed fence enclosure.

Containing 2613 square feet or 0.06 acres, more or less.

Surveyors Notes

1. This description and sketch is not valid without the signature and original raised seal of the signing Florida licensed Professional Surveyor and Mapper.

2. The lands described and depicted hereon were not abstracted for ownership, easements, rights-of-way or other title matters by this firm.

3. Bearings shown hereon are relative the North Right of Way line of South Florida Water Management District (SFWMD) Canal C-23, as being S 89° 49' 19" E.

4. The description shown hereon was prepared by this firm at the direction of the client.

5. This sketch and description is certified to and for the exclusive use of MOTOROLA.

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

THIS IS NOT A SURVEY

PROJECT TITLE:
Sketch of Description
Utility Easement
City West - Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida

DATE	BY	DESCRIPTION

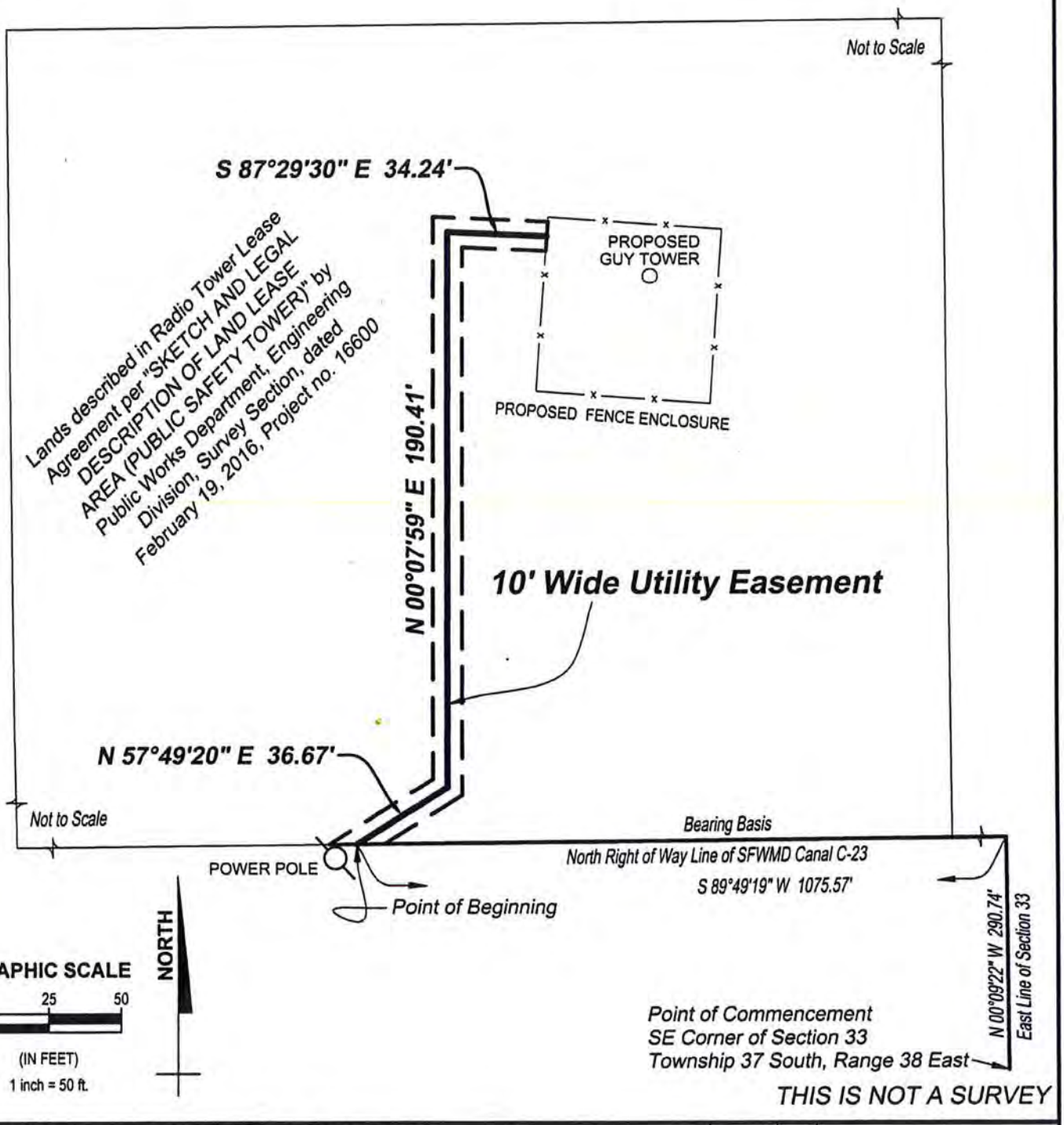
REVISION

amec foster wheeler
Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Fl 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

DRAWN BY: MR	CHKD. BY: CBG
DATE: 11/21/2016	DATE: 11/21/2016
JOB No. 6166160016	SCALE: N/A
SHT. 1 OF 2	

DRAWING NAME: 160016.Motorola.StLucieCounty.easmt.DWG

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801
ESTATE: Easement
PURPOSE: Utility



THIS IS NOT A SURVEY

PROJECT TITLE:

Sketch of Description
Utility Easement
City West - Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida

DATE	BY	DESCRIPTION

REVISION

DRAWN BY: MR DATE: 11/21/2016
CHKD. BY: CBG DATE: 11/21/2016

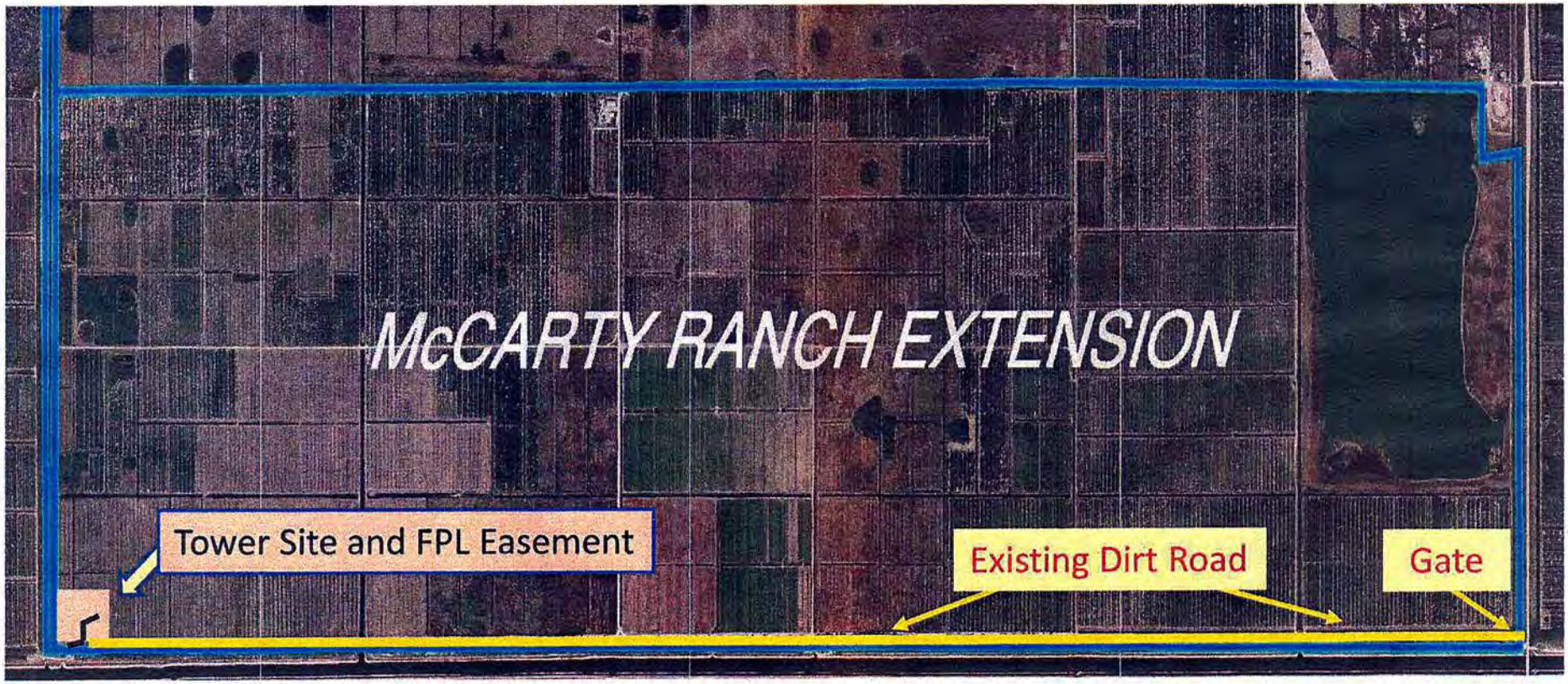
JOB No. 6166160016
SCALE: 1" = 50'
SHT. 2 OF 2

DRAWING NAME: 160016.Motorola.StLucieCounty.easmt.DWG

amec foster wheeler

Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Fl 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576
Certificate of Authorization Number LB-0007932

EXHIBIT
"B"
McCarty Ranch
Ext. Easement



	N	McCarty Ranch Extension FPL Easement Location	Map Prepared by PSLUSD November 4, 2016

COUNCIL ITEM 8A DATE 11-28-16 COUNCIL ITEM DATE 10A 11/14/16

ORDINANCE 16 – 80

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF AN EASEMENT FROM THE CITY OF PORT ST. LUCIE TO FLORIDA POWER & LIGHT COMPANY, A FLORIDA CORPORATION RELATED TO ELECTRIC SERIVCE FOR A RADIO COMMUNICATIONS TOWER LOCATED ON CITY-OWNED PROPERTY DESCRIBED AS MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. That there is hereby authorized the conveyance an easement from the City of Port St. Lucie to Florida Power & Light Company, a Florida corporation ("FPL"), which is necessary for the installation, operation, and maintenance of FPL'S electrical facilities that will provide electrical service to radio communications tower owned by Motorola Solutions that is located on City-owned property described as McCarty Ranch Extension. The easement to be conveyed to FPL is more particularly described in the proposed Easement, attached hereto as Exhibit "A," and said Easement is authorized and approved in substantially the same form attached hereto. The Mayor and City officials are hereby authorized to execute any and all documents necessary to complete the conveyance.

Section 2. That this ordinance shall become effective upon its final adoption.

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

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

_____
Karen A. Phillips, City Clerk

BY: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

BY: _____
O. Reginald Osenton, City Attorney

	N	McCarty Ranch Extension FPL Easement Location	Map Prepared by PSLUSD November 1, 2016

Description Lease Area

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E THENCE N 00°09'22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 299.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23, THENCE S 89°49'19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1296.39' TO THE POINT OF BEGINNING; THENCE N 00°09'22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89°49'19" E A DISTANCE OF 467.00'; THENCE S 00°09'22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89°49'19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR'S NOTES

1. This map of survey is not valid without the signature and the original raised seal of the signing Florida licensed surveyor and mapper.

2. This map of survey identifies the boundary of the lease parcel, features within the area shown hereon and stake-out of specific proposed items as specified by the client.

3. Bearings and coordinates shown hereon are relative to the Florida State Plane Coordinate System, East Zone (0901), North American Datum of 1983, 2011 adjustment based on Global Positioning System (GPS) measurements to National Geodetic Survey (NGS) Continuously Operating Reference Stations (CORS) network. The North Right of Way line of South Florida Water Management District (SFWMD) Canal C-23, as being S 89° 27' 11" E.

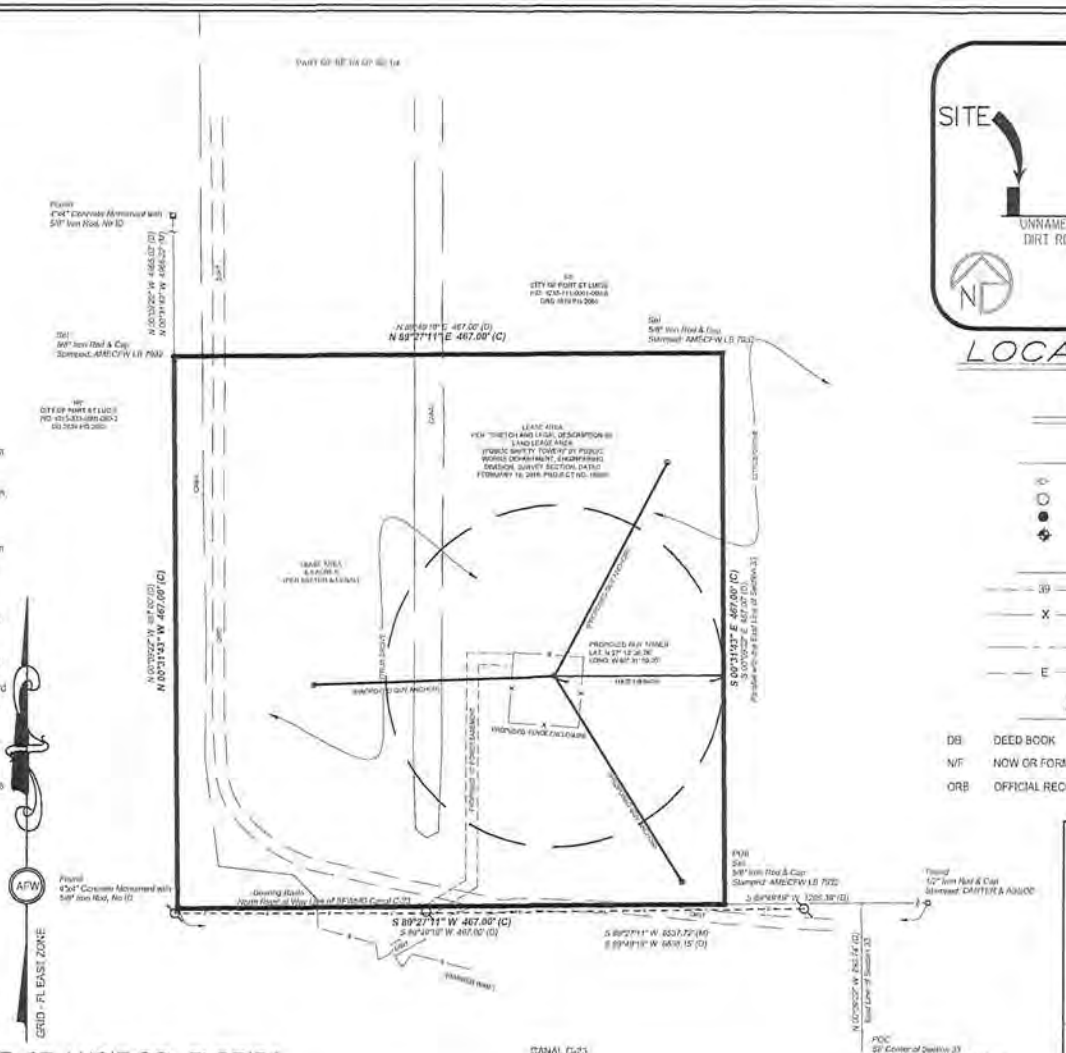
5. Dimensions shown hereon contain horizontal grid distances and are based upon field measurements utilizing the United States Survey Foot, unless indicated otherwise.

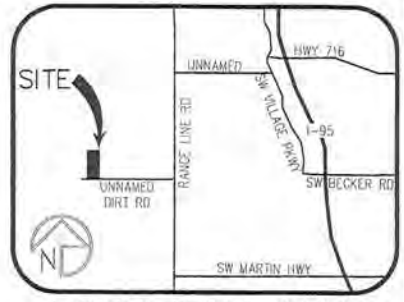
6. Lands shown hereon were not abstracted by this firm for matters of record, such as easements, right of way, ownership or other instruments of record. Right of way, non-surveyed lines, references to ownership, parcel identification numbers, and instruments of record shown hereon are based upon record information provided by client, information provided by the St. Lucie County Property Appraiser's Office, and other sources referenced hereon.

7. The field data acquisition phase of this survey was completed on August 31, 2016, as documented in AmecFW field book 1326, Pages 6-7.

8. This survey does not address the identification or location of jurisdictional wetlands or sovereign lands that may or may not be within or adjacent to the lands surveyed.

9. Certified to and for the exclusive use of MOTOROLA.





LOCATION MAP

NOT TO SCALE

LEGEND

SYMBOLS

- POWER POLE
- MONUMENT FOUND (DESC)
- MONUMENT SET (DESC)
- SITE BENCHMARK

LINE TYPES

- 39 — EXISTING CONTOUR
- X — FENCE (TYPE)
- PROPERTY / RIGHT-OF-WAY LINE
- E — OVERHEAD POWER

ABBREVIATIONS

DB	DEED BOOK	POC	POINT OF COMMENCEMENT
N/F	NOW OR FORMERLY	POB	POINT OF BEGINNING
ORB	OFFICIAL RECORDS BOOK		

100 0 100 200

SCALE IN FEET: 1"=100'

SECTION 33, TOWNSHIP 37S, RANGE 38E, ST. LUCIE CO., FLORIDA

CHARLES B. GARDINER III CERTIFICATE 5046 STATE OF FLORIDA REGISTERED LAND SURVEYOR

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

NO.	DATE	REVISION

amec foster wheeler

AMEC FOSTER WHEELER ENVIRONMENT AND INFRASTRUCTURE, INC.
1075 BIG SHANTY ROAD, SUITE 100
KENNESAW, GA 30144
PHONE: (770) 421-0400
FAX: (770) 421-3480

CLIENT:
MOTOROLA SOLUTIONS
8000 WEST SUNRISE BLVD.
PLANTATION, FLORIDA 33322
PHONE: (954) 723-5000

CITY WEST
ST. LUCIE COUNTY, FLORIDA
RANGE LINE RD
PORT ST LUCIE, FL 34984

AMEC PROJECT NO:	6166-16-0016 100.04
DRAWN BY: M. RAMOS	CHECKED BY: C.B. GARDINER
APPROVED BY:	DATE: 09/01/2016

BOUNDARY AND LOCATION SURVEY

EXHIBIT "A"

(to Authorizing Ordinance)

Work Request No. 7229263

Sec. 34, Twp 37 S Rge 38 E

Parcel I.D. 4233-111-0001-000/6
(Maintained by County Appraiser)

EASEMENT

This Instrument Prepared By

Name:
Co. Name:
Address:
Pg 1 of 4.

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns (FPL"), a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of, and remove such facilities or any of them within an easement described as follows:

Reserved for Clerk of the Circuit Court Official Records/Recording Department

See attached Exhibit "A" ("Easement Area") on the McCarty Ranch Extension for FPL service for a 300' radio communications tower. See attached Exhibit "B" which depicts a means of access to the Easement Area by FPL.

Together with the right, upon written permission of the City of Port St. Lucie, to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for communications purposes; the right of ingress and egress to the Easement Area at all times, which is a right of access via a route or road that may be modified at any time by the City of Port St. Lucie, in its sole and absolute discretion; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right, upon written permission of the City of Port St. Lucie, to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the Easement Area heretofore described, over, along, under and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on _____, 20___.

Signed, sealed and delivered in the presence of:

City of Port St. Lucie

_____
(Witness' Signature)

By: _____

Print Name: _____
(Witness)

Print Name: Gregory J. Oravec, Mayor

Print Address: 121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

_____
(Witness' Signature)

Print Name: _____
(Witness)

This Easement to FPL has been duly authorized and approved by the City Council of the City of Port St. Lucie on the ____ day of _____, 20___ by Ordinance 16-___.

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, Mayor of the City of Port St. Lucie, a Florida municipal corporation, who is personally known to me or has produced _____ as identification.

_____
Notary Public, Signature

NOTARY SEAL/STAMP

Print Name _____

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801
ESTATE: Easement
PURPOSE: Utility

EXHIBIT
"A"
McCarty Ranch
Ext. - Easement

Utility Easement

A parcel of land lying in Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida, said parcel being more particularly described as follows:

A 10 foot wide utility easement lying 5 feet each side of the following described centerline:

Commence at the Southeast corner of said section 33, thence run N 00°09'22" W along the east line of said Section 33 for a distance of 290. 74' to a point on the North right of way line of the South Florida Water Management District (SFWMD) Canal C-23; thence run S 89°49'19" w along said North right of way line a distance of 1075.57' to the Point of Beginning of the herein described easement, thence run N 57° 49'20" E, for a distance of 36.67 feet; thence run N 00° 07'59" E, for a distance of 190.41 feet; thence run S 87°29'30" E, for a distance of 34.24 feet to the point of terminus of said centerline, said easement lying and being entirely within the lands described in radio tower lease agreement per _____.

The side lines of the above described easement are prolonged or shortened as necessary in order to form a 10 foot wide strip bounded on the south by North right of way line said Canal C-23 and on the east by the proposed fence enclosure.

Containing 2613 square feet or 0.06 acres, more or less.

Surveyors Notes

1. This description and sketch is not valid without the signature and original raised seal of the signing Florida licensed Professional Surveyor and Mapper.

2. The lands described and depicted hereon were not abstracted for ownership, easements, rights-of-way or other title matters by this firm.

3. Bearings shown hereon are relative the North Right of Way line of South Florida Water Management District (SFWMD) Canal C-23, as being S 89° 49' 19" E.

4. The description shown hereon was prepared by this firm at the direction of the client.

5. This sketch and description is certified to and for the exclusive use of MOTOROLA.

FOR REVIEW

CHARLES B. GARDINER
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
LICENSE NO. LS 5046

THIS IS NOT A SURVEY

PROJECT TITLE:
Sketch of Description
Utility Easement
City West - Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida

DATE	BY	DESCRIPTION

REVISION

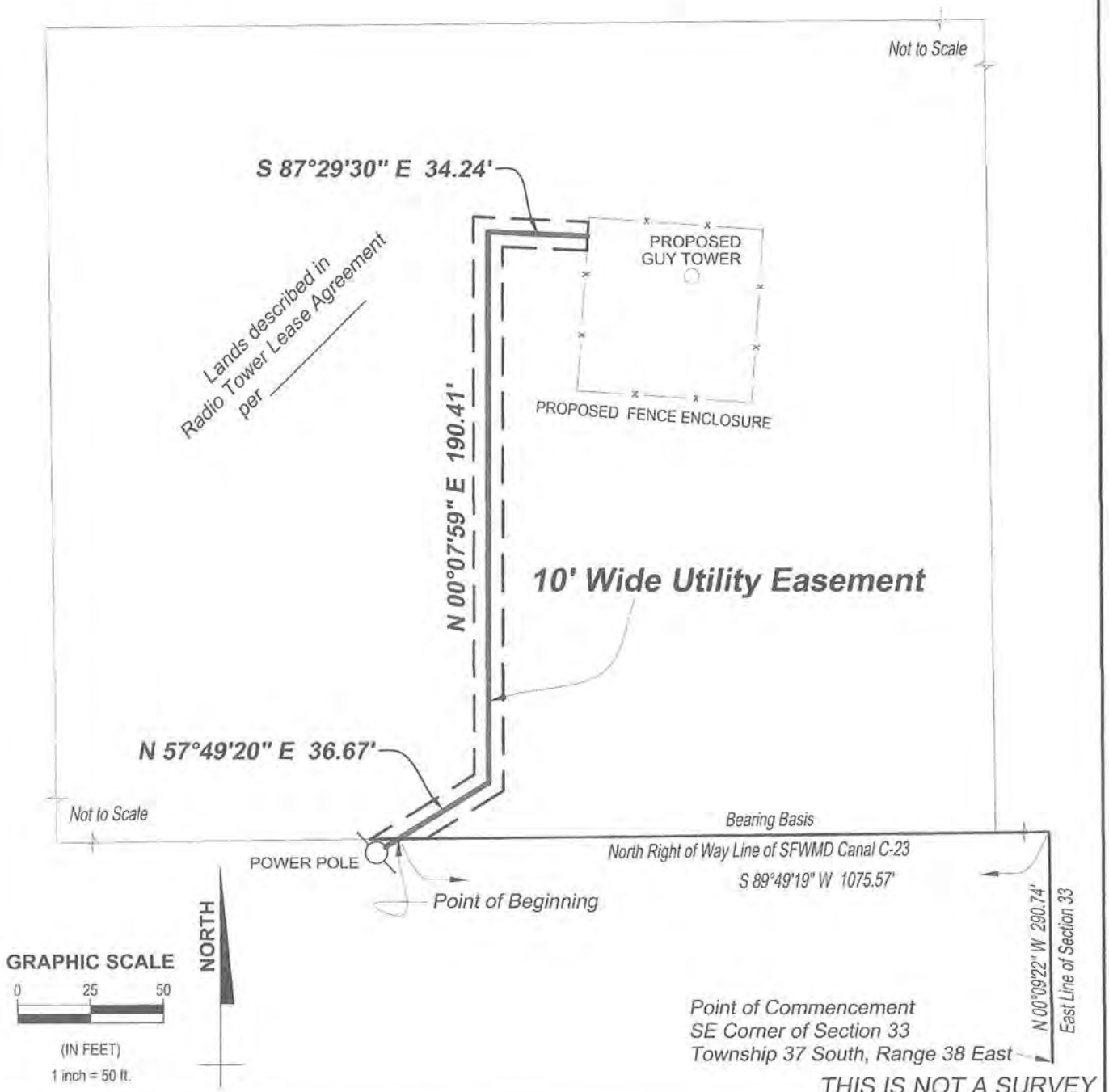
amec foster

Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Fl 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576

DRAWN BY: MR	CHKD. BY: CBG
DATE: 10/13/2016	DATE: 10/13/2016

JOB No.	SCALE:	SHT. 1 OF 2
6166160016	N/A	

SCHEDULE "A"
SKETCH OF DESCRIPTION
PARCEL: 801
ESTATE: Easement
PURPOSE: Utility



PROJECT TITLE:

Sketch of Description
Utility Easement
City West - Section 33, Township 37 South, Range 38 East, St. Lucie County, Florida

DATE	BY	DESCRIPTION

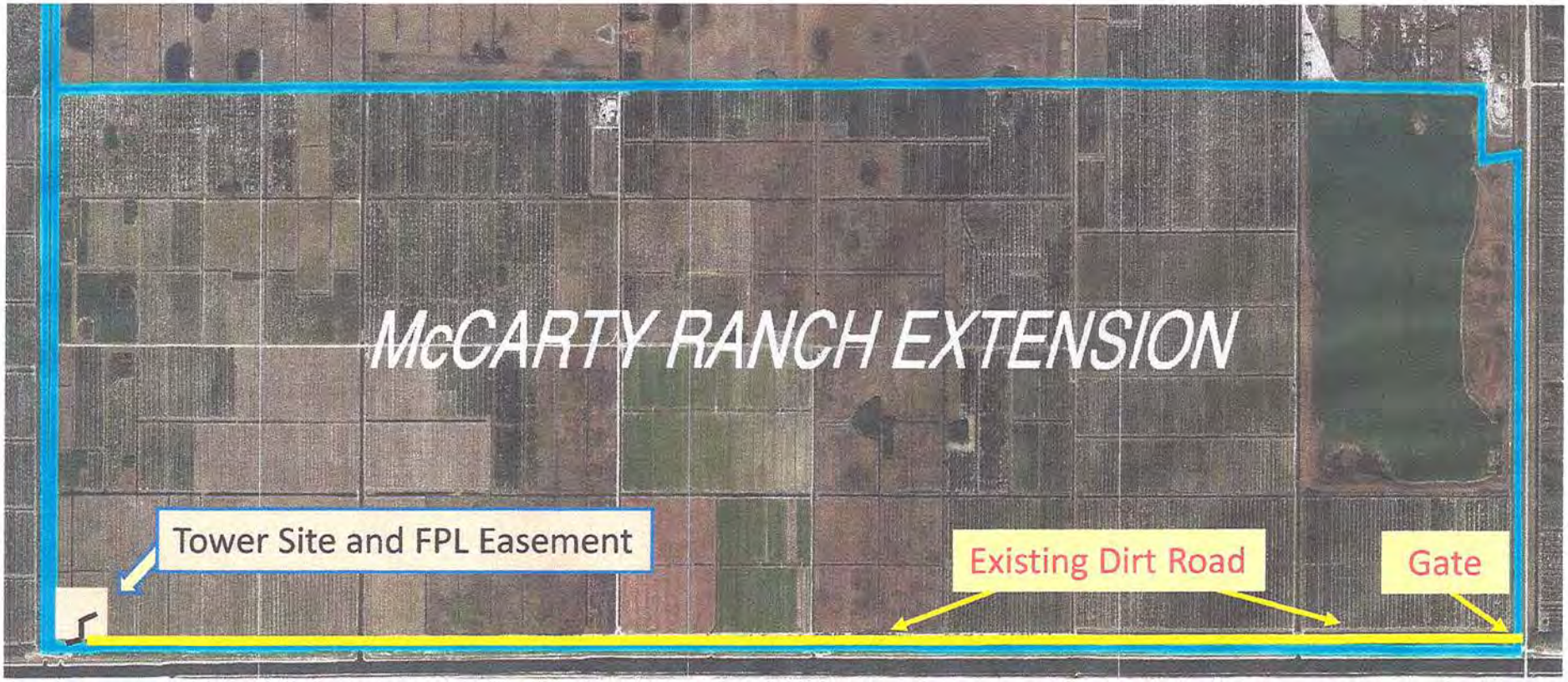
REVISION

amec foster

Amec Foster Wheeler
Environment & Infrastructure, Inc.
75 East Amelia Street, Suite 200
Orlando, Fl 32801 USA
Phone: (407) 522-7570 Fax: (407) 522-7576

DRAWN BY: MR	CHKD. BY: CBG	
DATE: 10/13/2016	DATE: 10/13/2016	
JOB No. 6166160016	SCALE: 1" = 50'	SHT 2 OF 2

EXHIBIT
"B"
McCarty Ranch
Ext. Easement



	N	McCarty Ranch Extension FPL Easement Location	Map Prepared by PSLUSD November 4, 2016

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 5/9/16

TO: Mayor and City Council

THRU: Daniel Holbrook, Acting City Manager

FROM: John Bolduc, Chief of Police

Agenda Item: Ordinance: McCarty Ranch Extension Public Safety Radio Tower Lease Agreement with St. Lucie County

16-22

Submittal Date: 5/3/2016

STRATEGIC PLAN LINK: RESPONSIVE TO THE COMMUNITY, PROVIDING EXCELLENT MUNICIPAL SERVICE, PROVIDING EXCELLENT CUSTOMER SERVICE

BACKGROUND: St. Lucie County is constructing a complete 800 MHZ Trunked Radio System (the "Radio System") for use by St. Lucie County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties. The County is seeking the City's approval for the lease of City-owned property to construct and maintain a Public Safety Radio Tower. The County is constructing and maintaining a 300' guide wire radio tower on five (5) acres of City-owned property, specifically, the McCarty Ranch Extension. The County intends to invest over $2,000,000 for the tower and related infrastructure. The City staff has worked with Ron Parrish, Public Safety Director for St. Lucie County and Dan McIntyre, County Attorney on the terms of the Lease. The County has agreed to the terms of the draft Lease Agreement.

ANALYSIS: The City staff requests approvals from the City Council to enter into a Lease Agreement with St. Lucie County for the use of five (5) acres of City owned property to build, maintain, and access a Public Safety Radio Tower. St. Lucie County will access the site via a license agreement. The City staff is seeking approval of the Lease Agreement, in substantially the form attached hereto as Exhibit "A." The initial term of the Lease shall be 30 years from the first date written

above. Thereafter, the County shall have the option to extend the term of the Lease for four additional terms of five years each.

FINANCIAL INFORMATION: The City will receive rent payments in the amount of $2,500 per year to off-set a portion of the drainage costs incurred by the Utility Systems Department.

LEGAL INFORMATION: This Lease Agreement has been drafted and negotiated by Stefanie Beskovoyne, Esq., and is approved as to form. The County has reviewed and approved the Lease. The McCarty Ranch Extension is not within the City's corporate boundary.

STAFF RECOMMENDATION: Staff has met with members of the Council individually to provide information on the communication needs and proposed location of the site. Both the Utility Systems Department and the Police Department will benefit from the updated radio tower service. The Police Department and the Utility Systems Department recommends approval.

SPECIAL CONSIDERATION: The system has not been updated since 1999. The tower is essential to public radio communication for both the police department and the utility systems department. The tower provides a benefit to the public.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 5/9/2016

LOCATION OF PROJECT: McCarty Ranch Extension

ATTACHMENTS: Ordinance, Lease Agreement, Map

H:\LEASE AGREEMENTS\MCCARTY RANCH EXTENSION PUBLIC SAFETY RADIO TOWER

RECEIVED

MAY 03 2016

CITY M

ORDINANCE ITEM 8A DATE 5/23/16 ORDINANCE ITEM 10A DATE 5/9/16

ORDINANCE 16-22

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, APPROVING THE PUBLIC SAFETY RADIO TOWER SITE LEASE AGREEMENT WITH ST. LUCIE COUNTY FOR THE CONSTRUCTION, MAINTENANCE AND USE OF FIVE ACRES OF CITY-OWNED PROPERTY DESCRIBED AS THE MCCARTY RANCH EXTENSION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") is the owner in fee simple of a parcel of land located in St. Lucie County ("County"), Florida; and

WHEREAS, the County seeks approval to construct a complete 800 MHZ Trunked Radio System ("Radio System") for use by the County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties; and

WHEREAS, the City has agreed to lease a portion of the property known as the McCarty Ranch Extension to the County for use as a tower site for the 300' Radio Tower.

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

Section 1. The City Council of the City of Port St. Lucie hereby ordains that the use of City-owned property for a Radio Tower benefits the residents of the City of Port St. Lucie and the public.

Section 2. That the City of Port St. Lucie City Council hereby approves the use of the City owned property for the construction and maintenance of a Radio Tower Site Lease Agreement, in substantially the form attached hereto as Exhibit "A."

Section 3. The City Manager or his designee is hereby authorized to execute the Lease Agreement and all documents associated with the access, construction or maintenance of the Lease Agreement.

Section 4. This ordinance shall become effective 10 days after adoption.

ORDINANCE 16-22

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 23rd day of May, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM
AND SUFFICIENCY:

_____
Azlina Goldstein Siegel,
Interim City Attorney

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4214203 07/27/2016 03:40:12 PM
OR BOOK 3895 PAGE 403 - 416 Doc Type: AGR
RECORDING: $120.50

Prepared by and return to:
Stefanie Beskovoyne, Esq.
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Site Name: McCarty Extension
Location: Port St. Lucie, Florida

C16-07-314

RADIO TOWER SITE LEASE AGREEMENT

THIS LEASE is entered into this 11 day of July, 2016, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (the "City"), and ST. LUCIE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

WHEREAS, the City is the owner in fee simple of a parcel of land located in St. Lucie County, Florida, legally described and shown on the attached Exhibit "A"; and

WHEREAS, the County is constructing a complete 800 MHZ Trunked Radio System (the "Radio System") for use by the County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties; and

WHEREAS, the City has agreed to lease a portion of the property shown on Exhibit "B" to the County for use as a tower site for the Radio System; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. LEASED PROPERTY. The City leases to the County and the County leases from the City, a parcel of real property for the installation, operation, and maintenance of a 800 MHZ public safety governmental communication facility including a tower and associated equipment shelter (collectively, the "Tower"). Said parcel located at the McCarty Ranch Extension and is described in and shown on Exhibit "B" attached hereto and incorporated herein, shall be hereinafter referred to as the "Leased Premises."

2. TERMS AND RENEWALS. The initial term of the Lease shall be 30 years from the first date written above. Thereafter, the County shall have the option to extend the term of the Lease for four additional terms of five years each on the same terms and conditions as described in this Lease. In order to exercise this option, the County shall give the City 180-days written notice prior to the expiration of the then current term.

3. RENT. The County shall pay the City as rent for the Leased Premises each year during the term of this Lease the sum of $2,500.00. Rent payments to the City shall be made in advance. The initial rent payment shall be due within 15 days of the execution of this Lease by both parties. Thereafter, rent payments shall be due on or before each one year anniversary of this Lease.

4. COUNTY IMPROVEMENTS & PLANS.

a) Improvements. The County may improve the Leased Premises by constructing a communications tower not to exceed 300 feet and ancillary support facilities and equipment structures (previously defined as the "Tower") on the Leased Premises. Antenna installations must meet all local, state, and national code standards including height and wind loading requirements. Prior to commencing construction, the County shall submit plans and specifications for all improvements to the City for the City's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the City and all necessary permits have been properly issued.

b) Prior to commencing construction, the County shall also provide the City with (i) the name of the contractor that will be constructing the improvements, and (ii) a certificate of insurance from the contractor evidencing coverage in accordance with standard City insurance requirements for similar construction projects on City property. The contractor is subject to the prior written approval of the City, such approval not to be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Leased Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

c) In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, the County may erect additional facilities, and install additional equipment on a temporary basis on the Leased Premises or at such other location as agreed to by the City in writing, to insure continuation of service. Such temporary service shall not exceed ninety (90) days without the written approval of the City.

5. USE OF LEASED PREMISES. The County shall use the Leased Premises for the construction, maintenance, and operation of a Tower for governmental public safety purposes, and for no other purpose. The County shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health,

safety, radio frequency emissions and radiation) in connection with the use, operation, maintenance, construction and/or installation of the Leased Premises

6. FITNESS FOR USE. By taking possession of the Leased Premises, the County accepts the Leased Premises in the condition existing as of the commencement date. The City makes no representation or warranty with respect to the condition of the Leased Premises and the City shall not be liable for any latent or patent defect in the Leased Premises including but not limited to environmental issues.

7. REMOVAL OF EQUIPMENT UPON TERMINATION. The Tower and any prefabricated buildings shall remain the property of the County and the County shall, at the City's request, remove the Tower and prefabricated buildings upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by the City or any of the City's assignees or lessees. If, however, the County requests permission not to remove all or a portion of the Tower and/or prefabricated buildings, and the City consents to such non-removal, title to the Tower and/or prefabricated buildings shall thereupon transfer to the City and the same thereafter shall be the sole and entire property of the City, and the County shall be relieved of its duty to otherwise remove same. All other alterations, improvements and structures located or constructed on the Leased Premises (except for movable equipment and trade fixtures), shall become the property of the City upon termination of the Lease, except that the City may, by written notice to the County, require the County to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed prior to the effective date of termination of this Lease shall become the property of the City, at the City's option.

a) Upon removal of the improvements (or portions thereof) as provided above, the County shall restore the affected area of the Leased Premises to the reasonable satisfaction of the City.

b) All costs and expenses for the removal and restoration to be performed under this Section shall be borne by the County, and the County shall hold the City harmless from any portion thereof.

c) Any obsolete or unused tower shall be removed upon termination of this Lease Agreement or after twelve (12) months of non-use at the County's expense.

8. BONDING. Prior to commencing any construction on the Leased Premises, the County shall require the contractor building the Tower to post a public construction bond in form and with a surety company reasonably acceptable to the

City and in the amount of 100% of the construction cost as certified by the County's engineer of record, assuring that the improvements will be constructed without the attachment of any construction liens.

9. NET LEASE. The City shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Leased Premises except for the City's own use of the Leased Premises, if any. The parties agree that this is a net Lease intended to assure the City the rent reserved on an absolute net basis. In addition to the Rent reserved above, the County shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses derived from the County' s use of the Leased Premises.

10. MAINTENANCE. The County shall, at its own expense, maintain the Leased Premises and all improvements in good working order, condition, and repair. The County shall keep the Leased Premises free of debris and anything dangerous, noxious or offensive which would create a hazard or undue vibration, heat, noise or interference. In order to minimize disruption to the surrounding area, normal maintenance and repair to the Leased Premises shall be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Leased Premises may be conducted as reasonably necessary. The County shall notify the City as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Leased Premises.

The County agrees that should it fail to maintain the site building and fenced-in area, the City may provide such lawn and building maintenance as may be required and charge the County a fair market price for any services provided.

11. ACCESS.

A revocable license is granted to the County and its agents for pedestrian and vehicular ingress and egress for the construction and maintenance of the Tower from the private access gate at Range Line Road.

a) By the County. The City agrees that during the term of this Agreement, or its extensions, the County shall have reasonable ingress and egress on a 24-hour basis to the Leased Premises for the purpose of maintenance, installation, repair and removal of its communications equipment. It is agreed, however, that only authorized engineers, agents or employees of the County, or persons under the County's direct supervision, will be permitted to enter said Leased Premises to install, remove and/or repair Communications Equipment.

b) By City. The City and its agents shall have the right to enter the property at reasonable times to examine and inspect the Leased Premises. The City will notify the County in advance of its need to enter the Leased Premises and the City will arrange for personnel of the County to be present; except however, in the case of an emergency whereupon notification shall be given as soon as possible.

12. UTILITIES. The County shall be solely responsible for and promptly pay all charges for electricity, telephone and any other utility used or consumed by the County on the Leased Premises. The City shall advise the County of and fully cooperate with any Utility Company requesting an easement over and across the Leased Premises or other lands owned by the City, in order that such Utility Company may provide service to the County. The County shall have an electrical current meter installed at the Leased Premises. The cost of such meter and of installation, maintenance and repair thereof shall be paid by the County. The City and any Other Provider shall be responsible for their charges for electricity, telephone and any other utility.

13. LICENSE FEES. The County shall pay, as they become due and payable, all fees, charges, taxes and expenses required for license and/or permits required for or occasioned by the County' s use of the Leased Premises.

14. DEFAULTS AND REMEDIES. It shall be a default of this Lease, if either party defaults in the performance of a covenant or condition of this Lease and does not cure such default within thirty (30) days from receipt of written notice from the other party specifying the default. In instances where a default cannot reasonably be cured within (30) days from the receipt of written notice, the party receiving the notice shall not be deemed to be in default if that party commences to cure the default within the thirty (30) day period and thereafter, diligently pursues such cure to completion.

15. DAMAGE OR DESTRUCTION. If the Tower support facilities, or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of the County, the County may repair the damage or elect to terminate this Lease upon thirty (30) days' written notice to the City. In such event, and at the City's request, the County shall promptly remove the Tower from the Leased Premises and the parties shall proceed as set forth in paragraph 7 above. This Lease (and the County's obligation to pay rent) shall terminate upon the County's fulfillment of the obligations set forth in the preceding sentence, at which termination the County shall be entitled to the reimbursement of any Rent prepaid by the County. The City shall have no obligation to repair any damage to any portion of the Leased Premises.

16. INDEMNIFICATION.

a) Disclaimer of Liability. The City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of the County's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises except for any such injury or damage directly caused by the City's negligence or intentional act.

b) Indemnification. Subject to the provision of Section 768.28, Florida Statutes, and without limiting any rights the County may have under statutory or common law sovereign immunity or other applicable law, the County agrees to indemnify and hold harmless the City from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Lease and caused by the negligent or wrongful act or omission of any employee of the County while acting within the scope of his or her office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

17. HOLDING OVER. Any holding over after the expiration of the term hereof, with the consent of the City, shall be construed to be a tenancy from month to month, and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

18. TESTS. The County is hereby given the right to survey, radio coverage test, and conduct any other investigations needed to determine if the location of the Leased Premises is suitable for construction and installation of its Tower and ancillary equipment throughout the term of this Agreement.

19. ZONING AND PERMITTING. The City acknowledges that, following the execution of this Lease, the County will be contacting the appropriate local governmental agencies for the purpose of the County obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary for the construction, operation and maintenance of a radio communications facility and related antennas, cables, conduits, wires and electronic and other equipment on the Leased Premises. The City agrees to fully cooperate with the County in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

20. APPROVAL AND CONSENT BY PARTIES. Whenever under this Lease, the consent or approval of either party is required or a determination must be made

by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Nothing herein shall be construed, however, to commit the City in advance to the approval of any development or permit approvals, including but not limited to zoning approvals or building permits.

21. SAFE INSTALLATION AND OPERATION OF EQUIPMENT. The County covenants and agrees that all Communications Equipment, its installation, operation and maintenance will:

a) Not irreparably damage any existing City building or structure and accessories thereof.

b) Not interfere with City facilities or equipment.

c) Comply with all applicable codes, laws, rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), the City, the County and the State of Florida and any other applicable law, rule or regulation which now, or in the future, exists.

22. QUIET ENJOYMENT. The City covenants that if the County pays the rent and performs its obligation under this Lease, neither the City nor any party acting on behalf of the City will disturb the County's quiet enjoyment of the Leased Premises subject to the terms of this Lease.

23. PARAGRAPH HEADINGS. Paragraph captions and headings are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.

24. INTERPRETATION AND ENFORCEMENT. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue, for all purposes shall be in St. Lucie County, Florida.

25. ATTORNEY'S FEES AND COSTS. In connection with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the prevailing party, whether the City or the County, shall be entitled to recover all expenditures including reasonable attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post judgment proceedings

26. MEDIATION. In the event of a dispute between the parties in connection with this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of

Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

27. NOTICES. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to Port St. Lucie:	With a copy to:
City of Port St. Lucie City Manager City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984	City of Port St. Lucie Attorney City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984
As to County:	With a copy to:
St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, Florida 34982	St. Lucie County Attorney 2300 Virginia Avenue Fort Pierce, Florida 34982

or to such other address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

28. SEVERABILITY. If any paragraph, section, provision, sentence, clause, or portion of this Agreement, or any application thereof to any person or circumstance, is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement, or any different application of the affected portion. And any such affected portion or provision shall be modified, amended, or deleted to the extent possible, permissible and necessary to give the fullest effect to the purposes of the parties and of this Agreement the unaffected portions of which shall be enforced to the fullest extent permitted by law; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Agreement if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

29. SUBLETTING TRANSFER OR ASSIGNMENT OF ENTIRE SITE. The County may not, without the express written consent of the City, assign this Lease Agreement or, sublet, lease, or assign total site management responsibility or any rights conveyed under this Lease.

30. ENTIRE AGREEMENT AND BINDING EFFECT. This Lease and any attached exhibits signed and initialed by the parties constitutes the entire Lease between the City and the County, no prior written or contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment subletting by the County.

31. RECORDING; TITLE INSURANCE. The City and the County agree that this Lease Agreement will be forwarded for recording in the Official Records for St. Lucie County, Florida, and the parties agree to take such actions as may be necessary to permit such recording. The County, at the County's option and expense, may obtain title insurance on the Leased Premises. The City shall cooperate with the County's efforts to obtain such title insurance by executing documents or, at the County's expense, obtaining documents required by the title insurance company. If title is found to be defective, the County reserves the right to terminate this Lease Agreement. Upon such termination, the County shall have no further obligations under this Lease Agreement except for those obligations which the parties have agreed will survive the termination of the Lease Agreement.

32. NON-WAIVER. The rights and remedies of the parties under this Lease shall be cumulative and the failure of either party to exercise properly any rights or remedy given hereunder shall not operate to forfeit any of the said rights or remedies nor shall the exercise of any right or remedy preclude the exercise of any other appropriate right or remedy.

33. INSURANCE. The City acknowledges that the County is a self-insured government entity. Thus, County shall use only insured contractors or subcontractors ("Contractors") for all installation, location, operation, maintenance, repair and/or use of their equipment on the Leased Premises. Insurance requirements for the County's Contractors are contained in Exhibit "C" attached hereto and are incorporated herein by this reference.

34. TERMINATION. After Twenty (20) years of the initial term of this Lease Agreement have elapsed, the City may cancel this Lease Agreement with One Hundred Twenty (120) days advance written notice without further obligation or

liability if City decides the Tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of this Lease Agreement. In the event of a termination under this paragraph, the City will utilize reasonable efforts to identify a comparable location on City-owned property upon which to relocate the Tower. The City and the County agree to share the costs of relocation in the event of a termination under this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this 11 day of July, 2016.

[SIGNATURE PAGES FOLLOW]

Signed, sealed and delivered in the presence of:

Witness

Print Name

Witness

Print Name

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Jeffrey A. Bremer, City Manager

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 11 day of July, 2016 by Jeffrey A. Bremer, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. □ He is personally known to me.

MARY ANN VERILLO
Notary Public - State of Florida
Commission # FF 200249
My Comm. Expires Jun 9, 2019
Bonded through National Notary Assn.

Notary Public

(Print Name of Notary)

NOTARY SEAL/STAMP

Notary Public, State of Florida

My Commission expires 06-09-2019

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Interim City Attorney

Signed, sealed and delivered in the presence of:

Witness

Alejandra Matos
Print Name

Witness

Katrina Slay
Print Name

ST. LUCIE COUNTY, a Florida political subdivision

By: _____
Howard Tipton, County Administrator

BCC Approved May 17, 2016

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 17 day of May, 2016 by Howard Tipton, as County Administrator of St. Lucie County, a Florida political subdivision, on behalf of St. Lucie County. ☐ He is personally known to me.

STEPHANIE BUSH
Commission # FF 196115
Expires March 27, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

NOTARY SEAL/STAMP

Notary Public

Stephanie Bush
(Print Name of Notary)

Notary Public, State of FL

My Commission expires 3/27/19

APPROVED AS TO FORM AND CORRECTNESS

BY: _____
Daniel McIntyre, County Attorney

NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

0' 100'
SCALE: 1" = 100'

SHEET NO. 1 OF 2	PROJECT NO. 1669	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION. SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	REVISIONS NO. DATE SUBJECT BY

LEGAL DESCRIPTION: LAND LEASE TOWER SITE

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E; THENCE N 00° 09' 22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 290.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1295.39' TO THE POINT OF BEGINNING; THENCE N 00° 09' 22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89° 49' 19" E A DISTANCE OF 467.0'; THENCE S 00° 09' 22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.
3. BEARING BASE: THE EAST LINE OF SECTION 33, T-37-S, R-38-E IS TAKEN TO BEAR N 00° 09' 22" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. REFERENCES UTILIZED ARE AS FOLLOWS; PARENT TRACT LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3639, PAGE 2060 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION.

CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 22nd day of Feb, 2016, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

NOTE: NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER
RONALD H. HARRIS
STATE OF FLORIDA NO. 4198

SHEET NO. 2 OF 2	PROJECT NO. 1999-1	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	REVISIONS

MEMORANDUM

TO: KAREN PHILLIPS, CITY CLERK

FROM: NANCY HODDE, LEGAL ASSISTANT, CITY ATTORNEY'S OFFICE

DATE: AUGUST 3, 2016

SUBJECT: MCCARTY RANCH – RADIO TOWER SITE LEASE AGREEMENT
C16-07-314

Attached please find an original Interlocal Agreement with St. Lucie County for the 800 MHz Radio Tower Site, for filing in your office.

Please feel free to contact me at ext. 5294 if you have any questions.

/nh
attach.

INTER-OFFICE MEMORANDUM
COUNTY ATTORNEY'S OFFICE
ST. LUCIE COUNTY, FLORIDA

TO:	Azlina Goldstein Siegel, Esq., Interim City Attorney, Port St. Lucie
FROM:	Stephanie Bush, Legal Assistant
C.A. NO.	16-0879
DATE:	August 1, 2016
SUBJECT:	Interlocal Agreement with the City of Port St. Lucie for the 800 MHz Radio Tower Site Lease Agreement – C16-07-314

Attached is one (1) original of the above referenced Interlocal Agreement for your records.

Thank you.

Stephanie Bush

Legal Assistant
St. Lucie County Attorney's Office
2300 Virginia Avenue
Fort Pierce, FL 34982
(772) 462-1420
(772) 462-1440 (fax)
bushs@stlucieco.org

/sb
Attachments

Prepared by and return to:
Stefanie Beskovoyne, Esq
City of Port St. Lucie Legal Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
Site Name: McCarty Extension
Location: Port St. Lucie, Florida

RADIO TOWER SITE LEASE AGREEMENT

THIS LEASE is entered into this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (the "City"), and ST. LUCIE COUNTY, FLORIDA, a political subdivision of the State of Florida (the "County").

WHEREAS, the City is the owner in fee simple of a parcel of land located in St. Lucie County, Florida, legally described and shown on the attached Exhibit "A"; and

WHEREAS, the County is constructing a complete 800 MHZ Trunked Radio System (the "Radio System") for use by the County, the City of Port St. Lucie, Martin County, and all law enforcement/public safety agencies within St. Lucie and Martin Counties; and

WHEREAS, the City has agreed to lease a portion of the property shown on Exhibit "B" to the County for use as a tower site for the Radio System; and

NOW THEREFORE, in consideration of the mutual covenants set forth herein the parties agree as follows:

1. LEASED PROPERTY. The City leases to the County and the County leases from the City, a parcel of real property for the installation, operation, and maintenance of a 800 MHZ public safety governmental communication facility including a tower and associated equipment shelter (collectively, the "Tower"). Said parcel located at the McCarty Ranch Extension and is described in and shown on Exhibit "B" attached hereto and incorporated herein, shall be hereinafter referred to as the "Leased Premises."

2. TERMS AND RENEWALS. The initial term of the Lease shall be 30 years from the first date written above. Thereafter, the County shall have the option to extend the term of the Lease for four additional terms of five years each on the same terms and conditions as described in this Lease. In order to exercise this option, the County shall give the City 180-days written notice prior to the expiration of the then current term.

3. RENT. The County shall pay the City as rent for the Leased Premises each year during the term of this Lease the sum of $2,500.00. Rent payments to the City shall be made in advance. The initial rent payment shall be due within 15 days of the execution of this Lease by both parties. Thereafter, rent payments shall be due on or before each one year anniversary of this Lease.

4. COUNTY IMPROVEMENTS & PLANS.

a) Improvements. The County may improve the Leased Premises by constructing a communications tower not to exceed 300 feet and ancillary support facilities and equipment structures (previously defined as the "Tower") on the Leased Premises. Antenna installations must meet all local, state, and national code standards including height and wind loading requirements. Prior to commencing construction, the County shall submit plans and specifications for all improvements to the City for the City's written approval, such approval not to be unreasonably withheld. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the City and all necessary permits have been properly issued.

b) Prior to commencing construction, the County shall also provide the City with (i) the name of the contractor that will be constructing the improvements, and (ii) a certificate of insurance from the contractor evidencing coverage in accordance with standard City insurance requirements for similar construction projects on City property. The contractor is subject to the prior written approval of the City, such approval not to be unreasonably withheld. All improvements shall be constructed in a workmanlike manner without the attachment of any liens to the Leased Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations.

c) In the event of a natural or manmade disaster, in order to protect the health, welfare, and safety of the community, the County may erect additional facilities, and install additional equipment on a temporary basis on the Leased Premises or at such other location as agreed to by the City in writing, to insure continuation of service. Such temporary service shall not exceed ninety (90) days without the written approval of the City.

5. USE OF LEASED PREMISES. The County shall use the Leased Premises for the construction, maintenance, and operation of a Tower for governmental public safety purposes, and for no other purpose. The County shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions and radiation) in connection

with the use, operation, maintenance, construction and/or installation of the Leased Premises.

6. FITNESS FOR USE. By taking possession of the Leased Premises, the County accepts the Leased Premises in the condition existing as of the commencement date. The City makes no representation or warranty with respect to the condition of the Leased Premises and the City shall not be liable for any latent or patent defect in the Leased Premises including but not limited to environmental issues.

7. REMOVAL OF EQUIPMENT UPON TERMINATION. The Tower and any prefabricated buildings shall remain the property of the County and the County shall, at the City's request, remove the Tower and prefabricated buildings upon termination of the Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Leased Premises, including use of the Leased Premises by the City or any of the City's assignees or lessees. If, however, the County requests permission not to remove all or a portion of the Tower and/or prefabricated buildings, and the City consents to such non-removal, title to the Tower and/or prefabricated buildings shall thereupon transfer to the City and the same thereafter shall be the sole and entire property of the City, and the County shall be relieved of its duty to otherwise remove same. All other alterations, improvements and structures located or constructed on the Leased Premises (except for movable equipment and trade fixtures), shall become the property of the City upon termination of the Lease, except that the City may, by written notice to the County, require the County to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed prior to the effective date of termination of this Lease shall become the property of the City, at the City's option.

a) Upon removal of the improvements (or portions thereof) as provided above, the County shall restore the affected area of the Leased Premises to the reasonable satisfaction of the City.

b) All costs and expenses for the removal and restoration to be performed under this Section shall be borne by the County, and the County shall hold the City harmless from any portion thereof.

c) Any obsolete or unused tower shall be removed upon termination of this Lease Agreement or after twelve (12) months of non-use at the County's expense.

8. BONDING. Prior to commencing any construction on the Leased Premises, the County shall require the contractor building the Tower to post a public construction bond in form and with a surety company reasonably acceptable

to the City and in the amount of 100% of the construction cost as certified by the County's engineer of record, assuring that the improvements will be constructed without the attachment of any construction liens.

9. NET LEASE. The City shall not be required to make any expenditures of any kind in connection with this Lease or to make any repairs or improvements to the Leased Premises except for the City's own use of the Leased Premises, if any. The parties agree that this is a net Lease intended to assure the City the rent reserved on an absolute net basis. In addition to the Rent reserved above, the County shall pay to the parties entitled thereto all taxes, assessments, insurance premiums, maintenance charges, and any other charges, costs and expenses derived from the County' s use of the Leased Premises.

10. MAINTENANCE. The County shall, at its own expense, maintain the Leased Premises and all improvements in good working order, condition, and repair. The County shall keep the Leased Premises free of debris and anything dangerous, noxious or offensive which would create a hazard or undue vibration, heat, noise or interference. In order to minimize disruption to the surrounding area, normal maintenance and repair to the Leased Premises shall be restricted to the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, excluding legal holidays. Emergency maintenance and repairs to the Leased Premises may be conducted as reasonably necessary. The County shall notify the City as soon as reasonably practicable regarding off-hour emergency maintenance and repair activities on the Leased Premises.

The County agrees that should it fail to maintain the site building and fenced-in area, the City may provide such lawn and building maintenance as may be required and charge the County a fair market price for any services provided.

11. ACCESS.

A revocable license is granted to the County and its agents for pedestrian and vehicular ingress and egress for the construction and maintenance of the Tower from the private access gate at Range Line Road.

a) By the County. The City agrees that during the term of this Agreement, or its extensions, the County shall have reasonable ingress and egress on a 24-hour basis to the Leased Premises for the purpose of maintenance, installation, repair and removal of its communications equipment. It is agreed, however, that only authorized engineers, agents or employees of the County, or persons under the County's direct supervision, will be permitted to enter said Leased Premises to install, remove and/or repair Communications Equipment.

b) By City. The City and its agents shall have the right to enter the property at reasonable times to examine and inspect the Leased Premises. The City will

notify the County in advance of its need to enter the Leased Premises and the City will arrange for personnel of the County to be present; except however, in the case of an emergency whereupon notification shall be given as soon as possible.

12. UTILITIES. The County shall be solely responsible for and promptly pay all charges for electricity, telephone and any other utility used or consumed by the County on the Leased Premises. The City shall advise the County of and fully cooperate with any Utility Company requesting an easement over and across the Leased Premises or other lands owned by the City, in order that such Utility Company may provide service to the County. The County shall have an electrical current meter installed at the Leased Premises. The cost of such meter and of installation, maintenance and repair thereof shall be paid by the County. The City and any Other Provider shall be responsible for their charges for electricity, telephone and any other utility.

13. LICENSE FEES. The County shall pay, as they become due and payable, all fees, charges, taxes and expenses required for license and/or permits required for or occasioned by the County' s use of the Leased Premises.

14. DEFAULTS AND REMEDIES. It shall be a default of this Lease, if either party defaults in the performance of a covenant or condition of this Lease and does not cure such default within thirty (30) days from receipt of written notice from the other party specifying the default. In instances where a default cannot reasonably be cured within (30) days from the receipt of written notice, the party receiving the notice shall not be deemed to be in default if that party commences to cure the default within the thirty (30) day period and thereafter, diligently pursues such cure to completion.

15. DAMAGE OR DESTRUCTION. If the Tower support facilities, or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of the County, the County may repair the damage or elect to terminate this Lease upon thirty (30) days' written notice to the City. In such event, and at the City's request, the County shall promptly remove the Tower from the Leased Premises and the parties shall proceed as set forth in paragraph 7 above. This Lease (and the County's obligation to pay rent) shall terminate upon the County's fulfillment of the obligations set forth in the preceding sentence, at which termination the County shall be entitled to the reimbursement of any Rent prepaid by the County. The City shall have no obligation to repair any damage to any portion of the Leased Premises.

16. INDEMNIFICATION.

a) Disclaimer of Liability. The City shall not at any time be liable for injury or damage occurring to any person or property from any cause

whatsoever arising out of the County's construction, maintenance, repair, use, operation, condition or dismantling of the Leased Premises except for any such injury or damage directly caused by the City's negligence or intentional act.

b) Indemnification. Subject to the provision of Section 768.28, Florida Statutes, and without limiting any rights the County may have under statutory or common law sovereign immunity or other applicable law, the County agrees to indemnify and hold harmless the City from and against any actions at law to recover damages in tort for money damages for injury or loss of property, personal injury, or death arising out of this Lease and caused by the negligent or wrongful act or omission of any employee of the County while acting within the scope of his or her office or employment under circumstances in which the County, if a private person, would be liable to the claimant, in accordance with the general laws of the State of Florida.

17. HOLDING OVER. Any holding over after the expiration of the term hereof, with the consent of the City, shall be construed to be a tenancy from month to month, and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

18. TESTS. The County is hereby given the right to survey, radio coverage test, and conduct any other investigations needed to determine if the location of the Leased Premises is suitable for construction and installation of its Tower and ancillary equipment throughout the term of this Agreement.

19. ZONING AND PERMITTING. The City acknowledges that, following the execution of this Lease, the County will be contacting the appropriate local governmental agencies for the purpose of the County obtaining all building permits and approvals, zoning changes and/or approvals, variances, use permits and other governmental permits and approvals ("Local Permits") necessary for the construction, operation and maintenance of a radio communications facility and related antennas, cables, conduits, wires and electronic and other equipment on the Leased Premises. The City agrees to fully cooperate with the County in obtaining the Local Permits and, without limiting the generality of the foregoing, to execute any applications, maps, certificates or other documents that may be required in connection with the Local Permits.

20. APPROVAL AND CONSENT BY PARTIES. Whenever under this Lease, the consent or approval of either party is required or a determination must be made by either party, no such consent or approval shall be unreasonably withheld or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner. Nothing herein shall be construed, however, to commit the City in advance to the approval of any development or permit approvals, including but not limited to zoning approvals or building permits.

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a) Not irreparably damage any existing City building or structure and accessories thereof.

b) Not interfere with City facilities or equipment.

c) Comply with all applicable codes, laws, rules and regulations of the Federal Communications Commission ("FCC"), the Federal Aviation Administration ("FAA"), the City, the County and the State of Florida and any other applicable law, rule or regulation which now, or in the future, exists.

22. QUIET ENJOYMENT. The City covenants that if the County pays the rent and performs its obligation under this Lease, neither the City nor any party acting on behalf of the City will disturb the County's quiet enjoyment of the Leased Premises subject to the terms of this Lease.

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25. ATTORNEY'S FEES AND COSTS. In connection with any enforcement action to enforce the provisions and the rights granted by this Lease, or should litigation arise out of this Lease, the prevailing party, whether the City or the County, shall be entitled to recover all expenditures including reasonable attorney's fees and legal assistant fees for services rendered in connection therewith, including appellate proceedings and post judgment proceedings

26. MEDIATION. In the event of a dispute between the parties in connection with this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

27. NOTICES. Any notice, payment, demand, or communication required or permitted to be given by any provision of this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes, whether or not the same is actually received, if sent by registered or certified mail, postage and charges prepaid, and addressed to the parties at the following addresses:

As to Port St. Lucie:	With a copy to:
City of Port St. Lucie City Manager City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984	City of Port St. Lucie Attorney City of Port St. Lucie 121 SW Port St. Lucie Boulevard Port St. Lucie, Florida 34984
As to County:	With a copy to:
St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, Florida 34982	St. Lucie County Attorney 2300 Virginia Avenue Fort Pierce, Florida 34982

or to such other address as the parties may from time to time specify by writing. Any such notice may at any time be waived by the person entitled to receipt of such notice.

28. SEVERABILITY. If any paragraph, section, provision, sentence, clause, or portion of this Agreement, or any application thereof to any person or circumstance, is determined to be illegal, invalid or unenforceable, such determination shall in no way affect the legality, validity or enforceability of any other paragraph, section, provision, sentence, clause or portion of this Agreement, or any different application of the affected portion. And any such affected portion or provision shall be modified, amended, or deleted to the extent possible, permissible and necessary to give the fullest effect to the purposes of the parties and of this Agreement the unaffected portions of which shall be enforced to the fullest extent permitted by law; and the parties hereby declare that they would have agreed to the remaining portions or applications of this Agreement if they had known that such affected provisions or portions thereof would be determined to be illegal, invalid, or unenforceable.

29. SUBLETTING TRANSFER OR ASSIGNMENT OF ENTIRE SITE. The County may not, without the express written consent of the City, assign this Lease Agreement or, sublet, lease, or assign total site management responsibility or any rights conveyed under this Lease.

30. ENTIRE AGREEMENT AND BINDING EFFECT. This Lease and any attached exhibits signed and initialed by the parties constitutes the entire Lease

between the City and the County, no prior written or contemporaneous or subsequent oral promises or representations shall be binding. This Lease shall not be amended or changed except by written instrument signed by both parties hereto. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties, but this provision shall in no way alter the restriction hereon in connection with assignment subletting by the County.

31. RECORDING; TITLE INSURANCE. The City and the County agree that this Lease Agreement will be forwarded for recording in the Official Records for St. Lucie County, Florida, and the parties agree to take such actions as may be necessary to permit such recording. The County, at the County's option and expense, may obtain title insurance on the Leased Premises. The City shall cooperate with the County's efforts to obtain such title insurance by executing documents or, at the County's expense, obtaining documents required by the title insurance company. If title is found to be defective, the County reserves the right to terminate this Lease Agreement. Upon such termination, the County shall have no further obligations under this Lease Agreement except for those obligations which the parties have agreed will survive the termination of the Lease Agreement.

32. NON-WAIVER. The rights and remedies of the parties under this Lease shall be cumulative and the failure of either party to exercise properly any rights or remedy given hereunder shall not operate to forfeit any of the said rights or remedies nor shall the exercise of any right or remedy preclude the exercise of any other appropriate right or remedy.

33. INSURANCE. The City acknowledges that the County is a self-insured government entity. Thus, County shall use only insured contractors or subcontractors ("Contractors") for all installation, location, operation, maintenance, repair and/or use of their equipment on the Leased Premises. Insurance requirements for the County's Contractors are contained in Exhibit "C" attached hereto and are incorporated herein by this reference.

34. TERMINATION. After Twenty (20) years of the initial term of this Lease Agreement have elapsed, the City may cancel this Lease Agreement with One Hundred Twenty (120) days advance written notice without further obligation or liability if City decides the Tower unreasonably interferes with the City's ability to provide service to its customers or there exists a safety concern or by breach of any other provision of this Lease Agreement. In the event of a termination under this paragraph, the City will utilize reasonable efforts to identify a comparable location on City-owned property upon which to relocate the Tower. The City and the County agree to share the costs of relocation in the event of a termination under this paragraph.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed in their respective names by their proper officials and under their official seals this _____ day of _____, 2016.

Signed, sealed and delivered in the presence of:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

_____
Witness

By: _____
Jeffrey A. Bremer, City Manager

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Jeffrey A. Bremer, as City Manager of the City of Port St. Lucie, a Florida municipal corporation, on behalf of the City of Port St. Lucie. □ He is personally known to me.

_____
Notary Public

_____
(Print Name of Notary)

Notary Public, State of _____
My Commission expires_____

APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Azlina Goldstein-Siegel, Interim City Attorney

Signed, sealed and delivered in the presence of:

ST. LUCIE COUNTY, a Florida political subdivision

By: _____
Howard Tipton, County Administrator

_____
Witness

_____
Print Name

_____
Witness

_____
Print Name

STATE OF FLORIDA)
) ss
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2016 by Howard Tipton, as County Administrator of St. Lucie County, a Florida political subdivision, on behalf of St. Lucie County. □ He is personally known to me.

_____
Notary Public

_____
(Print Name of Notary)

Notary Public, State of _____

My Commission expires_____

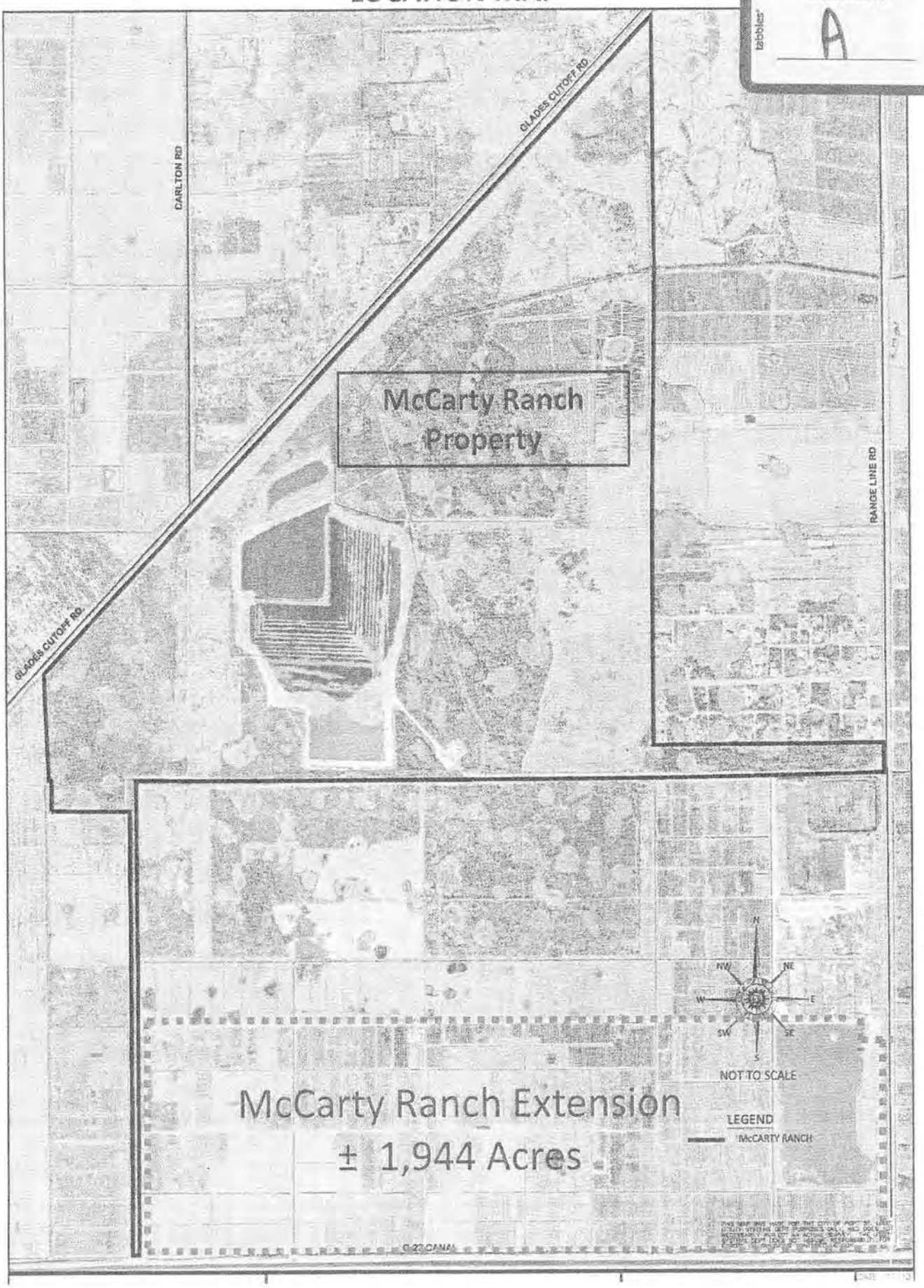
APPROVED AS TO FORM
AND CORRECTNESS

BY: _____
Daniel McIntyre, County Attorney

LOCATION MAP

EXHIBIT

A



McCarty Ranch Extension
(Indian River Grove South)

Parcel ID #s: 4236-111-0003-000-9;
4235-111-0001-000-2;
4234-111-0001-000-9; and
4233-111-0001-000-6

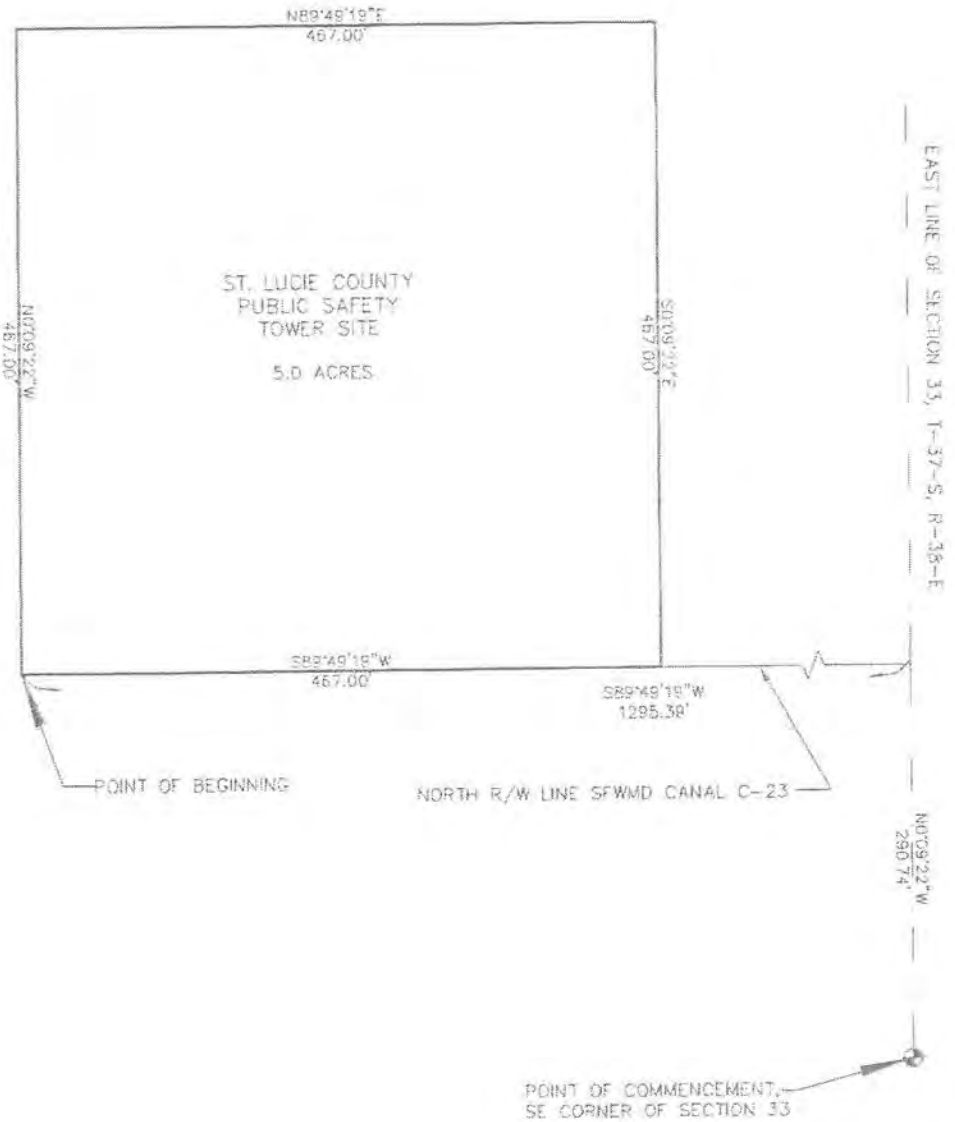
Legal Description from Survey and Schedule "A" of the Title Commitment

"A TRACT OF LAND BEING A PORTION OF TOWNSHIP 37 SOUTH, RANGE 38 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36; THENCE NORTH 00°21'41" EAST ALONG THE EAST LINE OF THE SE 1/4 OF SECTION 36 FOR 309.00 FEET; THENCE NORTH 89°34'04" WEST 75.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF THAT RIGHT OF WAY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 292, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°34'04" WEST ALONG A LINE BEING THE NORTHERLY RIGHT OF WAY OF THE C-23 CANAL AS SET FORTH IN OFFICIAL RECORDS BOOK 165, PAGE 367, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA FOR A DISTANCE OF 10,517.41 FEET; THENCE SOUTH 89°49'19" WEST ALONG SAID RIGHT OF WAY PER QUIT CLAIM DEED OF RE-CONVEYED LANDS AS RECORDED IN OFFICIAL RECORDS BOOK 229, PAGE 19, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, FOR A DISTANCE OF 6538.15 FEET; THENCE NORTH 00°09'22" WEST PARALLEL TO THE EAST LINE OF SECTION 33 FOR 4965.02 FEET; THENCE SOUTH 89°13'01" EAST ALONG THE NORTH LINE OF SECTION 33 FOR A DISTANCE OF 1295.56 FEET TO THE NORTHEAST CORNER OF SAID SECTION 33; THENCE NORTH 89°41'27" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 34 FOR 2636.53 FEET; THENCE CONTINUE NORTH 89°41'27" EAST ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 34 FOR 2646.45 FEET; THENCE SOUTH 89°58'29" EAST ALONG THE NORTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 35 FOR A DISTANCE OF 2653.05 FEET; THENCE CONTINUE SOUTH 89°58'29" EAST ALONG THE NORTH LINE OF NE 1/4 OF SECTION 35 FOR 2646.44 FEET; THENCE SOUTH 89°36'19" EAST ALONG THE NORTH LINE OF THE NW 1/4 OF SECTION 36 FOR 2647.93 FEET; THENCE SOUTH 89°36'19" EAST ALONG THE NORTH LINE OF THE NE 1/4 OF SECTION 36 FOR 2155.94 FEET; THENCE SOUTH 00° 31'24" WEST FOR 605.85 FEET; THENCE NORTH 82°49'40" EAST 422.72 FEET TO A POINT ON THE WEST RIGHT OF WAY OF THAT RIGHT OF WAY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 44, PAGE 292, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE SOUTH 00°19'26" WEST ALONG A LINE 75 FEET WEST AND PARALLEL TO THE EAST RIGHT OF WAY LINE OF THE NE 1/4 OF SECTION 36 AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 2040.43 FEET; THENCE SOUTH 00°21'41" WEST ALONG A LINE 75 FEET WEST OF AND PARALLEL TO THE EAST LINE OF THE SE 1/4 OF SECTION 36 AND ALONG SAID RIGHT OF WAY FOR A DISTANCE OF 2406.01 FEET TO THE POINT OF BEGINNING."

EXHIBIT

B



0' 100'

SCALE: 1" = 100'

NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

SHEET NO. 1 OF 2	PROJECT NO. 16600	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982

REVISIONS

NO.	DATE	SUBJECT	BY

LEGAL DESCRIPTION: LAND LEASE TOWER SITE

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E; THENCE N 00° 09' 22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 290.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1295.39' TO THE POINT OF BEGINNING; THENCE N 00° 09' 22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89° 49' 19" E A DISTANCE OF 467.0'; THENCE S 00° 09' 22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.
3. BEARING BASE: THE EAST LINE OF SECTION 33, T-37-S, R-38-E IS TAKEN TO BEAR N 00° 09' 22" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. REFERENCES UTILIZED ARE AS FOLLOWS: PARENT TRACT LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3639, PAGE 2060 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION.

CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 22nd day of Feb, 2016, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

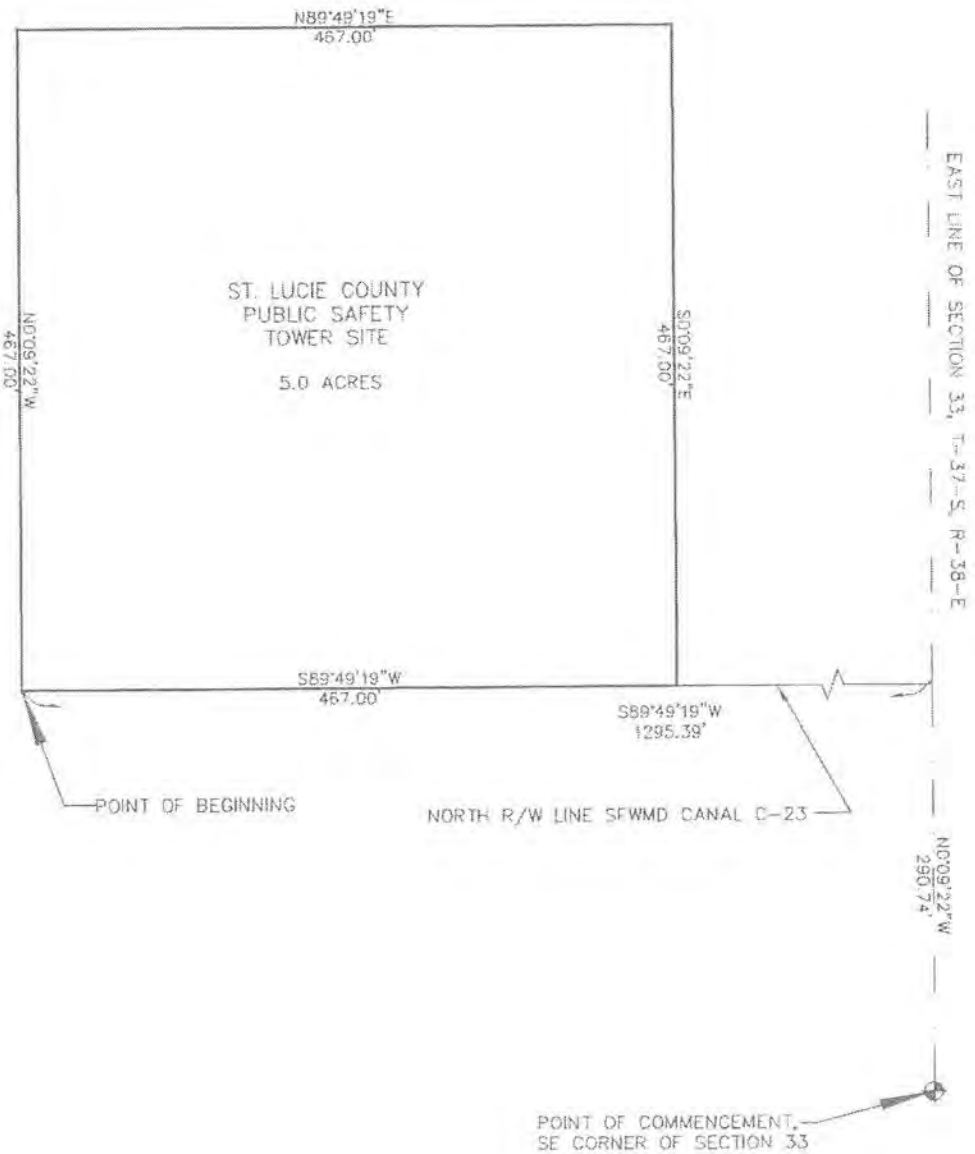
NOTE: NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER
RONALD H. HARRIS
STATE OF FLORIDA NO. 4198

PROJECT NO. L/2012 ON LEGAL SHEET	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	REVISIONS

EXHIBIT

B



NOTE:
SEE SHEET 2 FOR
LEGAL DESCRIPTION.

THIS IS NOT A SURVEY

0' 100'
SCALE: 1' = 100'

SHEET NO. 1 OF 2	PROJECT NO. 16600	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	REVISIONS: NO. DATE SUBJECT BY

LEGAL DESCRIPTION: LAND LEASE TOWER SITE

A PARCEL OF LAND LYING IN SECTION 33, T-37-S, R-38-E, ST. LUCIE COUNTY, FLORIDA. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, T-37-S, R-38-E; THENCE N 00° 09' 22" W ALONG THE EAST LINE OF SAID SECTION 33 A DISTANCE OF 290.74' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 1295.39' TO THE POINT OF BEGINNING: THENCE N 00° 09' 22" W AND PARALLEL WITH THE EAST LINE OF SECTION 33, T-37-S, R-38-E A DISTANCE OF 467.00'; THENCE N 89° 49' 19" E A DISTANCE OF 467.0'; THENCE S 00° 09' 22" E A DISTANCE OF 467.00' TO A POINT ON THE NORTH RIGHT OF WAY LINE OF SFWMD CANAL C-23; THENCE S 89° 49' 19" W ALONG SAID NORTH RIGHT OF WAY LINE A DISTANCE OF 467.00' TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 5.0 ACRES MORE OR LESS.

SURVEYOR NOTES:

1. THIS IS NOT A BOUNDARY SURVEY.
2. THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY THE UNDERSIGNED SURVEYOR AND MAPPER.
3. BEARING BASE: THE EAST LINE OF SECTION 33, T-37-S, R-38-E IS TAKEN TO BEAR N 00° 09' 22" W AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. REFERENCES UTILIZED ARE AS FOLLOWS; PARENT TRACT LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORD BOOK 3639, PAGE 2060 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
5. SEE SHEET 1 OF 2 FOR SKETCH OF LEGAL DESCRIPTION.

CERTIFICATE: I hereby certify that the sketch of legal description represented hereon, dated this 22nd day of Feb, 2016, is true and correct to the best of my knowledge and belief, and meets the Standards of Practice set forth by the Florida Board of Surveyors and Mappers in Chapter 5J-17.052, Florida Administrative Code, pursuant to Section 472.072 Florida Statutes.

NOTE: NOT VALID WITHOUT THE SIGNATURE
AND THE ORIGINAL RAISED SEAL OF A
FLORIDA LICENSED SURVEYOR AND MAPPER

PROFESSIONAL SURVEYOR AND MAPPER
RONALD H. HARRIS
STATE OF FLORIDA NO. 4198

SHEET NO. 2 OF 2	PROJECT NO. 14600	SKETCH AND LEGAL DESCRIPTION OF LAND LEASE AREA PUBLIC SAFETY TOWER SITE	BOARD OF COUNTY COMMISSIONERS SAINT LUCIE COUNTY, FLORIDA PUBLIC WORKS DEPT., ENGINEERING DIVISION, SURVEY SECTION 2300 VIRGINIA AVE., FORT PIERCE, FLORIDA 34982	REVISIONS NO. DATE SUBJECT BY

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager
Jesus Merejo, Interim Assistant City Manager – Utility Systems Director

FROM: Brad Macek, Assistant Utility Systems Director BM

Agenda Item: Ordinance: 16-80 An ordinance authorizing the conveyance of an easement from the City of Port St. Lucie to Florida Power & Light Company, a Florida Corporation, related to Electric service for a radio communications tower located on City-owned property described as McCarty Ranch Extension; Providing an effective date

16-80

Submittal Date: 11/4/2016

STRATEGIC PLAN LINK: Principal A – Safe Community

BACKGROUND: With the adoption of Ordinance 16-22 on May 23, 2016 (see attached agenda item packet), the City Council authorized leasing St. Lucie County a 5-acre site in the southwest portion of the City's McCarty Ranch Extension property so that the County could construct a complete 800 MHZ Trunked Radio system along with a 300' tower. Once operational, the tower will provide improved radio communications for law enforcement and other public safety agencies within St. Lucie County and Martin County.

ANALYSIS: The subject tower requires electric service from Florida Power & Light Company (FPL). In order for FPL to install, operate and maintain that service, the City must convey an easement to FPL that will be approximately 10' wide and ± 290' long across a portion of McCarty Ranch Extension. The approximate location of the 5-acre site and easement are noted on the attached aerial map.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This easement form and ordinance were reviewed and approved as to form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: It is respectfully recommended that the Council adopt Ordinance 16-80 authorizing conveyance of the easement, and that they also authorize execution of the easement document.

SPECIAL CONSIDERATION: Construction and activation of the radio tower cannot be completed until the subject easement is conveyed. Timely processing of this agenda item is a critical component of the project.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: McCarty Ranch Extension

ATTACHMENTS: May 23, 2016 agenda packet, Location maps, Ordinance 16-80, and FPL Easement form including Exhibit A (Sketch & Legal Description)

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

c: John Bolduc, Chief of Police

RECEIVED
NOV 07 2016
CITY MANAGER'S OFFICE

ADDITIONAL INFORMATION

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 8B
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Ordinance: Ordinance 16- 81, General Obligation Refunding Bonds, Series 2016

Submittal Date: 11/18/2016

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City, High Performance City Organization: Maintain a fiscally responsible level of debt.

BACKGROUND:

On June 7, 2005, 89% of the City residents who voted in a referendum approved the issuance of general obligation bonds in an amount not to exceed $165,000,000 to pay the costs of constructing a transportation corridor on West Virginia Drive, now referred to as the Crosstown Parkway.

In August, 2005, the City issued the first series of general obligation bonds in the amount of $49,285,000. In August 2006, the City issued the second series of general obligation bonds in the amount of $44,545,000. Proceeds from the two bond issues were used to acquire right-of-way and construct the following sections of the Crosstown parkway:

- Segment 2 – Floresta to Bayshore, East of the Florida Turnpike,
- Segment 3 – the bridge over the Florida Turnpike,
- Segment 4 – Cashmere to I-95, and
- Segment 5 - I-95 Interchange.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of November 16, 2016, the City's financial advisor estimates the City could achieve an

11% debt service savings by refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, and realize a net present value savings of $4.2 million. The average coupon of the Series 2005 Bonds is 4.47% and the average coupon of the Series 2006 Bonds is 4.97%. Based on market rates as of November 16, 2016, the average coupon of the Series 2016 Refunding Bonds would be 4.99%. Starting in FY 2018, the approximate annual debt service savings would be $136,000 and then increase to approximately $386,000 in FY 2026. All of the figures for the Series 2016 Refunding Bonds are based on market rates as of November 16, 2016 and the debt service savings, net present value savings, average coupon, and annual debt service savings will vary depending on the market rates at the time the Bonds are sold.

Refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, with proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, may provide a future cash flow savings of $6,415,014.

Current Debt Principal	Current Debt Interest	Estimated New Debt Principal	Estimated New Debt Interest	Cash Flow Savings	Net Present Value Savings
$37,700,000	$27,076,900	$34,155,000	$24,206,886	$6,415,014	$4,225,889

Actual savings will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the General Obligation Bonds, Series 2005 is $10,985,000 and the outstanding principal balance of the General Obligation Bonds, Series 2006 is $26,715,000. Both Series of Bonds can be redeemed with 30 days' notice to the Bond Holders. Proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, will be used to 1) deposit funds in an escrow account to redeem the principal and pay the accrued interest of the General Obligation Bonds, Series 2005 and 2006, and 2) pay costs of issuance.

Based on market rates as of November 16, 2016, proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, would be $39,032,404. Sources and uses of funds for the refunding transaction are estimated as follows:

Sources:	
Bond Proceeds	$39,032,405
Uses:	
Deposit to Escrow Account	$38,692,116
Underwriter's Discount	$170,775
Bond Counsel	$60,482
Disclosure Counsel	$41,738

Financial Advisor	$27,116
Rating Agency	$25,000
Miscellaneous	$15,178

Actual proceeds and costs will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

LEGAL INFORMATION: Ordinance No. 16-81 was prepared by the City's bond counsel Nabors, Giblin & Nickerson, P.A.; said proposed Ordinance 16-81 has been reviewed and approved as to form by O. Reginald Osenton, City Attorney on November 4, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 16-81 authorizing the issuance of the General Obligation Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: The City's Financial Advisor, Ed Stull of FirstSouthwest, will provide a presentation.

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Ordinance 16 - 81

RECEIVED
NOV 1 0 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-81

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 IN ORDER TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; AUTHORIZING THE LEVY OF AD VALOREM TAXES WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has previously issued its General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), and General Obligation Bonds, Series 2006 ("the Series 2006 Bonds") for the principal purpose of financing costs of the Crosstown Parkway (West Virginia Drive) (the "Project").

WHEREAS, the City deems it to be in its best interests to refund all of the Series 2005 Bonds and the Series 2006 Bonds (collectively, the "Refunded Bonds") in order to achieve debt service savings for the City.

WHEREAS, the most efficient and cost-effective method of refunding the Refunded Bonds is by the issuance of the hereinafter defined Bonds secured by the Pledged Revenues (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 Revenues in the manner and to the extent provided in the herein defined Bond Resolution; the Bonds shall constitute general obligations of the City and shall be secured by and payable from the City's full faith and credit and taxing power, and the City shall be obligated to levy ad valorem taxes without limit on all taxable property within the City in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided in the Bond Resolution.

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

"Ad Valorem Taxes" shall mean the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the scheduled debt service on the

Bonds as authorized by the Original Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election.

"Bond Referendum Election" shall mean the bond referendum election held on June 7, 2005, approving the issuance of not exceeding $165,000,000 of general obligation bonds to finance costs of the Project, as authorized by the Referendum Resolution.

"Bond Resolution" shall mean the resolution or resolutions of the City detailing the term, forms and other provisions of the Bonds, including the repayment source and security for the Bonds and various covenants and restrictions relating to the security of the Bonds.

"Bonds" shall mean the City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 issued by the City pursuant to this Ordinance and the Bond Resolution in one or more series.

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

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

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

"Original Ordinance" shall mean Ordinance No. 05-71 enacted by the Council on April 25, 2005, as amended and supplemented from time to time.

"Pledged Revenues" shall mean (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the funds and accounts established pursuant to the Bond Resolution, except for any rebate fund or account established thereunder, including any investment earnings thereon.

"Referendum Resolution" shall mean Resolution No. 05-R21 adopted by the Council on April 4, 2005.

"Refunded Bonds" shall mean all of the City of Port St. Lucie, Florida General Obligation Bonds, Series 2005 and City of Port St. Lucie, Florida General Obligation Bonds, Series 2006, which are refunded in connection with the issuance of the Bonds.

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 for the City, all in accordance with the provisions of the Bond Resolution.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in the aggregate principal amount of not exceeding $40,000,000. The title and designation of the Bonds may be modified by the Bond Resolution to reflect the actual terms and series 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 required or deemed necessary or desirable by the Council or its designee pursuant to the provisions of the Bond Resolution, (C) paying for any credit enhancement for the Bonds, if required or deemed necessary or desirable by the Council or its designee pursuant to the provisions of the Bond Resolution, 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 Revenues, 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 and parameters as may be established 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 or its designee 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 Bonds 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 Bonds, the application of funds and such other matters as are customary in such an instrument.

SECTION 4. TAXING POWER PLEDGED. The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal of and interest on the Bonds. A direct annual tax without limit shall be levied upon all taxable property within the City to make such payments. Provision shall be included and made in the annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Tax shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Resolution. Pursuant to the Bond Resolution, the City shall irrevocably pledge and grant a lien on the Pledged Revenues, which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Bonds.

SECTION 5. TRUST FUNDS. The Pledged Revenues 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 Revenues 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 ____ 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: _____
O. Reginald Osenton, City Attorney

ADDITIONAL INFORMATION

COUNCIL ITEM 8B
DATE 11/28/16

FirstSouthwest
A Division of Hilltop Securities.

Contacts

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November 28, 2016

Financing Update
City of Port St. Lucie, Florida

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Summary of General Obligation Refunding Bonds, Series 2016

Tab A

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General Obligation Refunding Bonds, Series 2016

- Estimated par amount of $34,155,000
- Refunds all of the following General Obligation Bonds:
  - $49,285,000 City of Port St. Lucie General Obligation Bonds, Series 2005
    - Current outstanding par amount of $10,985,000
    - Final maturity of July 1, 2035
    - Average Coupon Rate: 4.48%
  - $49,285,000 City of Port St. Lucie General Obligation Bonds, Series 2006
    - Current outstanding par amount of $26,715,000
    - Final maturity of July 1, 2035
    - Average Coupon Rate: 4.97%
- Security: General Obligation
- Estimated gross debt service savings of $6.42 million (range of $136,000 to $666,000 annually)
- Estimated present value savings: $4.23 million (11.21% of the refunded par amount) as of November 16, 2016
- Underwriter – Competitive Sale
- Projected Sale Date: December 13, 2016
- Rating: In process. Current rating of "AA-" by Standard and Poor's affirmed on August 18, 2016.

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General Obligation Refunding Bonds, Series 2016

SUMMARY OF BONDS REFUNDED

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 2005, 2005_2:					
SERIAL	07/01/2025	4.250%	1,960,000.00	01/21/2017	100.000
TERM35	07/01/2033	4.500%	2,880,000.00	01/21/2017	100.000
	07/01/2034	4.500%	3,005,000.00	01/21/2017	100.000
	07/01/2035	4.500%	3,140,000.00	01/21/2017	100.000
			10,985,000.00		
General Obligation Bonds, Series 2006, 2006_2:					
SERIAL	07/01/2017	4.000%	1,125,000.00	01/21/2017	100.000
	07/01/2026	4.500%	2,045,000.00	01/21/2017	100.000
TERM30	07/01/2027	5.000%	2,135,000.00	01/21/2017	100.000
	07/01/2028	5.000%	2,245,000.00	01/21/2017	100.000
	07/01/2029	5.000%	2,355,000.00	01/21/2017	100.000
	07/01/2030	5.000%	2,470,000.00	01/21/2017	100.000
TERM35	07/01/2031	5.000%	2,595,000.00	01/21/2017	100.000
	07/01/2032	5.000%	2,725,000.00	01/21/2017	100.000
	07/01/2033	5.000%	2,860,000.00	01/21/2017	100.000
	07/01/2034	5.000%	3,005,000.00	01/21/2017	100.000
	07/01/2035	5.000%	3,155,000.00	01/21/2017	100.000
			26,715,000.00		
			37,700,000.00		

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General Obligation Refunding Bonds, Series 2016 – Sources and Uses

SOURCES AND USES OF FUNDS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Dated Date	12/22/2016
Delivery Date	12/22/2016

Sources:	Refunding Series 2005	Refunding Series 2006	Total
Bond Proceeds:			
Par Amount	9,945,000.00	24,210,000.00	34,155,000.00
Premium	1,408,061.00	3,469,343.60	4,877,404.60
	11,353,061.00	27,679,343.60	39,032,404.60

Uses:	Refunding Series 2005	Refunding Series 2006	Total
Refunding Escrow Deposits:			
Cash Deposit	244,713.18	657,138.02	901,851.20
SLGS Purchases	11,009,294.00	26,780,971.00	37,790,265.00
	11,254,007.18	27,438,109.02	38,692,116.20
Delivery Date Expenses:			
Cost of Issuance	49,328.82	120,184.58	169,513.40
Underwriter's Discount	49,725.00	121,050.00	170,775.00
	99,053.82	241,234.58	340,288.40
	11,353,061.00	27,679,343.60	39,032,404.60

***Based upon interest rates as of November 16, 2016. This sheet will be updated on November 28, 2016 prior to the City Council meeting.**

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General Obligation Refunding Bonds, Series 2016 – Cost of Issuance

COST OF ISSUANCE

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Cost of Issuance	$/1000	Amount
Contingency	0.08130	2,776.90
Bond Counsel	1.68299	57,482.50
Bond Counsel Expenses	0.08783	3,000.00
Disclosure Counsel	1.17809	40,237.75
Disclosure Counsel Expenses	0.04392	1,500.00
Financial Advisor	0.75000	25,616.25
Financial Advisor Expenses	0.04392	1,500.00
S&P	0.73196	25,000.00
Paying Agent/Registrar	0.01464	500.00
Escrow Agent	0.04392	1,500.00
Verification	0.03513	1,200.00
Bond Buyer Advertisement	0.07320	2,500.00
PSL Local Advertisement	0.07320	2,500.00
Bond Printing	0.12297	4,200.00
	4.96306	169,513.40

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General Obligation Refunding Bonds, Series 2016 – Savings Summary

SAVINGS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 12/22/2016 @ 3.7509181%
07/01/2017	2,928,700.00	2,579,636.25	349,063.75	358,906.58
07/01/2018	1,758,700.00	1,622,250.00	136,450.00	130,141.21
07/01/2019	1,758,700.00	1,622,250.00	136,450.00	125,393.69
07/01/2020	1,758,700.00	1,622,250.00	136,450.00	120,819.36
07/01/2021	1,758,700.00	1,622,250.00	136,450.00	116,411.90
07/01/2022	1,758,700.00	1,622,250.00	136,450.00	112,165.22
07/01/2023	1,758,700.00	1,622,250.00	136,450.00	108,073.46
07/01/2024	1,758,700.00	1,622,250.00	136,450.00	104,130.97
07/01/2025	3,718,700.00	3,297,250.00	421,450.00	307,947.21
07/01/2026	3,720,400.00	3,333,500.00	386,900.00	272,465.73
07/01/2027	3,718,375.00	3,333,750.00	384,625.00	260,973.25
07/01/2028	3,721,625.00	3,339,500.00	382,125.00	249,747.57
07/01/2029	3,719,375.00	3,335,250.00	384,125.00	241,816.00
07/01/2030	3,716,625.00	3,331,250.00	385,375.00	233,672.80
07/01/2031	3,718,125.00	3,332,250.00	385,875.00	225,360.65
07/01/2032	3,718,375.00	3,332,750.00	385,625.00	216,918.83
07/01/2033	6,597,125.00	5,932,500.00	664,625.00	359,899.35
07/01/2034	6,594,525.00	5,931,250.00	663,275.00	345,986.50
07/01/2035	6,594,050.00	5,927,250.00	666,800.00	335,058.23
	64,776,900.00	58,361,886.25	6,415,013.75	4,225,888.53

Savings Summary

Dated Date	12/22/2016
Delivery Date	12/22/2016
PV of savings from cash flow	4,225,888.53
Net PV Savings	4,225,888.53

***Based upon interest rates as of November 16, 2016. This sheet will be updated on November 28, 2016 prior to the City Council meeting.**

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General Obligation Refunding Bonds, Series 2016 – Savings Summary

SUMMARY OF REFUNDING RESULTS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

	Refunding Series 2005	Refunding Series 2006	Total
Dated Date	12/22/2016	12/22/2016	12/22/2016
Delivery Date	12/22/2016	12/22/2016	12/22/2016
Arbitrage Yield	3.148298%	3.148298%	3.148298%
Escrow Yield	0.326724%	0.326723%	0.326724%
Value of Negative Arbitrage	24,780.36	60,280.18	85,060.54
Bond Par Amount	9,945,000.00	24,210,000.00	34,155,000.00
True Interest Cost	3.827933%	3.652530%	3.708409%
Net Interest Cost	4.139589%	3.967125%	4.023356%
All-In TIC	3.867117%	3.696607%	3.750918%
Average Coupon	4.999153%	4.992165%	4.994443%
Average Life	15.890	13.492	14.190
Par amount of refunded bonds	10,985,000.00	26,715,000.00	37,700,000.00
Average coupon of refunded bonds	4.476148%	4.972057%	4.812647%
Average life of refunded bonds	15.943	13.838	14.451
PV of prior debt	12,151,378.71	30,766,626.01	42,918,004.73
Net PV Savings	750,253.02	3,475,635.51	4,225,888.53
Percentage savings of refunded bonds	6.829795%	13.010052%	11.209253%

***Based upon interest rates as of November 16, 2016. This sheet will be updated on November 28, 2016 prior to the City Council meeting.**

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Timetable for Sale of General Obligation Refunding Bonds, Series 2016

	General Obligation Refunding Bonds, Series 2016
Packages sent to Standard & Poor's	11/9/2016
Call with Standard & Poor's	11/16/2016
Present for Approval by City Council	11/28/2016
Receive Rating from Standard & Poor's	11/29/2016
Print and Mail Preliminary Official Statement	11/30/2016
Pricing and Award of Bonds by Competitive Sale	12/13/2016
Pre-Closing	12/21/2016
Closing	12/22/2016

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Summary of Completed Refinancings in 2016

Tab B

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Summary of Completed Refinancings in 2016

Financing	Description	Par Amount	Closing Date	Present Value Savings	Underwriter(s)
CRA Redevelopment Trust Fund Refunding & Revenue Bonds, Series 2016	Refunding of Series 2004 and Series 2006 Bonds	$38,260,000	July 21, 2016	$5.66 million (12.92%)	Senior -Wells Fargo Co-Mgr - BAML
Utility System Revenue Refunding Bonds, Series 2016	Refunding of Series 2004A, Series 2006, Series 2006A and Series 2009 Bonds	$206,970,000	Aug 30, 2016	$43.53 million (18.83%)	Senior - Citi Co-Mgrs - BAML, RBC, Wells Fargo
Special Assessment Refunding Revenue Bonds, Series 2016	Refunding of Series 2007B SE Annexation Bonds	$126,895,000	Sept 22, 2016	$24.13 million (18.64%)	Senior- RBC Co-Mgrs - BAML, Citi, Wells Fargo
Public Service Tax Refunding Revenue Bonds, Series 2016	Refunding of Series 2008 COPs	$30,875,000	Nov 1, 2016	$4.16 million (12.87%)	Senior - BAML Co-Mgrs - RBC
Total		**$403,000,000**		**$77.48 million**	

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Summary of Results on Completed Refinancings in 2016

- Gross Debt Service Savings of over $100.3 million since July 2016
- Lowered outstanding par amount on refunded bonds from $436,086,559 to $403,000,000, a reduction of $33,086,559

Financing	Prior Debt Service	Prior Interest Rate	New Debt Service	New All-In True Interest Cost	Gross Savings	Present Value Savings in 2016 $
$38,260,000 CRA Redevelopment Trust Fund Ref & Revenue Bonds, Series 2016 **Sale Date: July 7, 2016**	$55,434,200	4.94%	$49,254,878	1.84%	$6,179,322	$5,663,728
$206,970,000 Utility System Revenue Refunding Bonds, Series 2016 **Sale Date: August 10, 2016**	$399,445,541	4.02%	$334,555,700	2.99%	$58,757,788	$43,528,370
$126,895,000 Special Assessment Refunding Revenue Bonds, Series 2016 **Sale Date: September 8, 2016**	$226,118,734	5.00%	$195,460,587	3.12%	$30,658,147	$24,133,181
$30,875,000 Public Service Tax Refunding Revenue Bonds, Series 2016 **Sale Date: October 18, 2016**	$45,189,600	4.97%	$40,464,208	2.27%	$4,725,392	$4,163,207
Total	**$726,188,075**		**$619,735,373**		**$100,320,649**	**$77,488,486**

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CRA Redevelopment Trust Fund Refunding Revenue Bonds, Series 2016

- Sold on July 7, 2016 - Par amount of $38,260,000
- Refunded all of the following City of Port St. Lucie CRA bond issues:
  - $11,870,000 Redevelopment Trust Fund Revenue Bonds, Series 2004
    - Current outstanding par amount of $5,670,000
    - Final maturity of January 1, 2023
  - $46,450,000 Redevelopment Trust Fund Revenue Bonds, Series 2006
    - Current outstanding par amount of $38,155,000
    - Final maturity of January 1, 2026
    - Financed City Center project
- All-In True Interest Cost of 1.84% (reduced from an average coupon of 4.94%)
- Present value savings: $5.66 million (12.92%)
  - Original present value savings estimate of $4.7 million on June 1, 2016
  - Cash flow savings of $6,179,322 over the life of the bonds
  - Average Annual Debt Service savings in excess of $617,000 per year
- Underwriters
  - Senior Manager: Wells Fargo
  - Co-Manager: Bank of America Merrill Lynch
- Closing Date: July 21, 2016
- Rating: "A+" affirmed by Standard and Poor's on June 24, 2016.

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Utility System Revenue Refunding Bonds, Series 2016

- Par amount of $206,970,000
- Sale Date: August 10, 2016
- Refunded all or a portion of the following Utility System bond issues totaling $231,187,919:
  - $54,345,000 Series 2004A: Outstanding par amount of $51,645,000
  - $78,435,000 Series 2006: Outstanding par amount of $52,270,000
  - $35,197,230 Series 2006A: Redemption amount of $39,197,986.80
  - $110,200,000 Series 2009: Outstanding par amount of $88,075,000
- Security: Utility System Revenues
- All-In True Interest Cost of 2.99% (reduced from an average coupon of 4.99%)
- Present value savings of $43.53 million (18.83% of the refunded par amount)
  - Original present value savings estimate of $38.43 million on June 8, 2016
  - Cash flow savings of $58,757,788 over the life of the bonds
  - Maximum Aggregate Annual Debt Service: Lowered from $33.9 million to $28.15 million
  - Substantial reduction in debt service had a positive impact on the credit rating
- Underwriters
  - Senior Manager: Citi
  - Co-Managers: Bank of America Merrill Lynch, RBC Capital Markets and Wells Fargo
- Ratings: Upgrade in rating from S&P from "A-" to "A+" on July 21, 2016. Fitch reaffirmed its "A+" rating on July 25, 2016

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Special Assessment Refunding Revenue Bonds, Series 2016 (Southwest Annexation Special Assessment District No. 1)

- Par amount of $126,895,000
- Refunds of all of the following bond issue:
  - $155,840,000 City of Port St. Lucie Special Assessment Revenue Bonds, Series 2007B
    - Current outstanding par amount of $129,440,000
    - Final maturity of July 1, 2040
- Security: Special assessments and a back-up covenant to budget and appropriate revenue pledge from the City
- Refunding Bonds sold on September 8, 2016 – extended final maturity to July 1, 2045
- Present Value Savings: $24.13 million (18.64%)
  - Original Present Value Savings estimate of $15.45 million on August 12, 2016
  - Cash flow savings of $30.69 million over the life of the bonds
  - Maximum Annual Debt Service: Lowered from $10.22 million to $6.80 million
- Underwriters
  - Senior Manager: RBC Capital Markets
  - Co-Managers: Bank of America Merrill Lynch, Citi and Wells Fargo
- Rating: "A+" by Standard and Poor's on August 18, 2016

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Public Service Tax Revenue Bonds, Series 2016

- Par amount of $30,875,000
- Refunded all of the following Certificates of Participation ("COPs"):
  - $45,600,000 City of Port St. Lucie Florida Master Lease Project, Series 2008
    - Outstanding par amount of $32,360,000 as of November 1, 2016
    - Final maturity of September 1, 2027
- Security: Public Service Tax revenues
- All-In True Interest Cost of 2.27% (reduced from an average coupon of 4.97%)
- Present value savings: $4.16 million or 12.87% of the refunded par amount of $32,360,000
- Gross debt service savings of $4,725,392
- Estimated annual debt service savings of $433,000+ per year from 2018-2027
- Underwriters
  - Senior Manager: Bank of America Merrill Lynch
  - Co-Manager: RBC Capital Markets
- Closing Date: November 1, 2016
- Rating: "AA-" by Standard and Poor's on September 30, 2016.

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Summary of Completed or Sold Financings Prior to 2016

Financing	Description	Par Amount	Closing Date	Present Value Savings	Underwriter(s)
Tesoro Special Assessment District, Special Assessment Refunding Bonds, Series 2012	Refunding of Series 2003B Bonds	$15,130,000	Nov 15, 2012	$2.26 million (15.53%)	RBC Capital Markets
GO Bonds, Series 2014	New Money for Crosstown	$32,900,000	April 3, 2014	New Money	RBC Capital Markets
General Obligation Refunding Bonds, Series 2014	Refunding of Series 2005 and Series 2006 Bonds	$41,840,000	April 3, 2014	$2.39 million (5.69%)	RBC Capital Markets
Public Service Tax Rev Bonds, Series 2014 (Taxable)	Refunding of Series 2010A Digital Domain Lease Bonds	$13,525,000	Sep 30, 2014	N/A	RBC Capital Markets
Public Service Tax Rev Bonds, Series 2014 (RZF)	Refunding of Series 2010B Digital Domain Lease Bonds	$19,775,000	Sep 30, 2014	N/A	RBC Capital Markets
Total		**$123,170,000**		**$4.65 million**	

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Summary of Possible Upcoming Financings

Tab B

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Summary of Possible Upcoming Financings

Proposed Financing	Description	Par Amount	Projected Closing Date	Estimated Present Value Savings	Selected Underwriter(s)
Special Assessment Refunding Revenue Bonds, Series 2016A	Refunding of Series 2008A City Center SAD Bonds	$30,850,000	TBD	TBD	TBD

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Special Assessment Refunding Revenue Bonds, Series 2016A (City Center Special Assessment District)

- Estimated par amount of $30,850,000
- Refunds on a taxable basis all of the following bond issue:
  - $31,360,000 City of Port St. Lucie Special Assessment Revenue Bonds, Series 2008A (City Center Special Assessment District)
    - Current outstanding par amount of $27,290,000
    - Final maturity of July 1, 2035
- Security: Special assessments and a back-up covenant pledge from the City
- Could be combined with new money needs of the City Center Special Assessment District if needed
- Excess funds could be used to reduce the refunded par amount
- Underwriters – To be determined
- Projected Sale Date: Spring 2017
- Rating: "A+" by Standard and Poor's on August 18, 2016. We will need to updated this rating if the transaction moves forward.

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COUNCIL ITEM ~~10B~~
DATE 11/14/16

COUNCIL ITEM 8B
DATE 11-28-16

ORDINANCE 16-81

AN ORDINANCE AUTHORIZING THE ISSUANCE OF NOT TO EXCEED $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 IN ORDER TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006, IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; AUTHORIZING THE LEVY OF AD VALOREM TAXES WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; PROVIDING FOR CERTAIN RIGHTS OF THE HOLDERS OF SUCH BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida (the "City") has previously issued its General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), and General Obligation Bonds, Series 2006 ("the Series 2006 Bonds") for the principal purpose of financing costs of the Crosstown Parkway (West Virginia Drive) (the "Project").

WHEREAS, the City deems it to be in its best interests to refund all of the Series 2005 Bonds and the Series 2006 Bonds (collectively, the "Refunded Bonds") in order to achieve debt service savings for the City.

WHEREAS, the most efficient and cost-effective method of refunding the Refunded Bonds is by the issuance of the hereinafter defined Bonds secured by the Pledged Revenues (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 Revenues in the manner and to the extent provided in the herein defined Bond Resolution; the Bonds shall constitute general obligations of the City and shall be secured by and payable from the City's full faith and credit and taxing power, and the City shall be obligated to levy ad valorem taxes without limit on all taxable property within the City in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided in the Bond Resolution.

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

"Ad Valorem Taxes" shall mean the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the scheduled debt service on the Bonds as authorized by the Original Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum Election.

"Bond Referendum Election" shall mean the bond referendum election held on June 7, 2005, approving the issuance of not exceeding $165,000,000 of general obligation bonds to finance costs of the Project, as authorized by the Referendum Resolution.

"Bond Resolution" shall mean the resolution or resolutions of the City detailing the term, forms and other provisions of the Bonds, including the repayment source and security for the Bonds and various covenants and restrictions relating to the security of the Bonds.

"Bonds" shall mean the City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 issued by the City pursuant to this Ordinance and the Bond Resolution in one or more series.

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

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

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

"Original Ordinance" shall mean Ordinance No. 05-71 enacted by the Council on April 25, 2005, as amended and supplemented from time to time.

"Pledged Revenues" shall mean (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the funds and accounts established pursuant to the Bond Resolution, except for any rebate fund or account established thereunder, including any investment earnings thereon.

"Referendum Resolution" shall mean Resolution No. 05-R21 adopted by the Council on April 4, 2005.

"Refunded Bonds" shall mean all of the City of Port St. Lucie, Florida General Obligation Bonds, Series 2005 and City of Port St. Lucie, Florida General Obligation Bonds, Series 2006, which are refunded in connection with the issuance of the Bonds.

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 for the City, all in accordance with the provisions of the Bond Resolution.

SECTION 3. ISSUANCE OF THE BONDS. The Bonds are hereby authorized to be issued in the aggregate principal amount of not exceeding $40,000,000. The title and designation of the Bonds may be modified by the Bond Resolution to reflect the actual terms and series 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 required or deemed necessary or desirable by the Council or its designee pursuant to the provisions of the Bond Resolution, (C) paying for any credit enhancement for the Bonds, if required or deemed necessary or desirable by the Council or its designee pursuant to the provisions of the Bond Resolution, 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 Revenues, 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 and parameters as may be established 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 or its designee 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 Bonds 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 Bonds, the application of funds and such other matters as are customary in such an instrument.

SECTION 4. TAXING POWER PLEDGED. The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal

of and interest on the Bonds. A direct annual tax without limit shall be levied upon all taxable property within the City to make such payments. Provision shall be included and made in the annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Tax shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Resolution. Pursuant to the Bond Resolution, the City shall irrevocably pledge and grant a lien on the Pledged Revenues, which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Bonds.

SECTION 5. TRUST FUNDS. The Pledged Revenues 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 Revenues 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 6. 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 7. 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 8. 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 9. 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 10. 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 11. 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 ____ 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: _____
O. Reginald Osenton, City Attorney

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: 11/14/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Ordinance: Ordinance 16- 81, General Obligation Refunding Bonds, Series 2016

Submittal Date: 11/4/2016

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City, High Performance City Organization: Maintain a fiscally responsible level of debt.

BACKGROUND:

On June 7, 2005, 89% of the City residents who voted in a referendum approved the issuance of general obligation bonds in an amount not to exceed $165,000,000 to pay the costs of constructing a transportation corridor on West Virginia Drive, now referred to as the Crosstown Parkway.

In August, 2005, the City issued the first series of general obligation bonds in the amount of $49,285,000. In August 2006, the City issued the second series of general obligation bonds in the amount of $44,545,000. Proceeds from the two bond issues were used to acquire right-of-way and construct the following sections of the Crosstown parkway:

- Segment 2 – Floresta to Bayshore, East of the Florida Turnpike,
- Segment 3 – the bridge over the Florida Turnpike,
- Segment 4 – Cashmere to I-95, and
- Segment 5 - I-95 Interchange.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of October 2016, the City's financial advisor estimates the City could achieve an 18%

debt service savings by refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, and realize a net present value savings of $6.8 million.

Refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, with proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, may provide a future cash flow savings of $9,536,985.

Current Debt Principal	Current Debt Interest	Estimated New Debt Principal	Estimated New Debt Interest	Cash Flow Savings	Net Present Value Savings
$37,700,000	$27,076,900	$34,445,000	$20,794,915	$9,536,985	$6,883,620

Actual savings will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the General Obligation Bonds, Series 2005 is $10,985,000 and the outstanding principal balance of the General Obligation Bonds, Series 2006 is $26,715,000. Both Series of Bonds can be redeemed with 30 days' notice to the Bond Holders. Proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, will be used to 1) deposit funds in an escrow account to redeem the principal and pay the accrued interest of the General Obligation Bonds, Series 2005 and 2006, and 2) pay costs of issuance.

Based on market rates as of October 7, 2016, proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, would be $39,074,416. Sources and uses of funds for the refunding transaction are estimated as follows:

Sources:	
Bond Proceeds	$39,074,415
Uses:	
Deposit to Escrow Account	$38,693,979
Underwriter's Discount	$172,225
Bond Counsel	$60,918
Disclosure Counsel	$42,042
Financial Advisor	$27,334
Rating Agencies	$51,000
Miscellaneous	$26,917

Actual proceeds and costs will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

LEGAL INFORMATION: Ordinance No. 16-81 was prepared by the City's bond counsel Nabors, Giblin & Nickerson, P.A.; said proposed Ordinance 16-81 has been reviewed and approved as to form by O. Reginald Osenton, City Attorney on November 4, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 16-81 authorizing the issuance of the General Obligation Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: None

REQUESTED MEETING DATE: 11/14/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Ordinance 16 - 81

RECEIVED

NOV 0 4 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: _____ 10A
Meeting Date: **November 28, 2016 and Quasi-Judicial Hearing on: December 12, 2016**

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Ordinance: 16-82 Gatlin Land Trust Lots 14-17 – Rezoning Application (P16-050)

Submittal Date: 11/14/2016

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

BACKGROUND: To rezone approximately 0.7 acres from RS-2 (Single Family Residential) to CH (Highway Commercial). This rezoning is for a proposed commercial development to construct a restaurant with drive-through. Due to the size of this site, the applicant is also rezoning 1.86 acres to the north to accommodate all conservation and drainage requirements.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on May 5, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on May 3, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the northwest corner of Gatlin Boulevard and Brescia Street.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
CITY MANAGER'S OFFICE

ORDINANCE 16 - 82

AN ORDINANCE TO REZONE 0.7 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF GATLIN BOULEVARD AND BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CH (HIGHWAY COMMERCIAL) FOR A PROJECT KNOWN AS GATLIN LAND TRUST LOTS 14-17, P16-050; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Daryl M. Carter, hereinafter referred to as the Applicant, seeks to rezone 0.7 acres of property located on the northwest corner of Gatlin Boulevard and Brescia Street and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CH (Highway Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on May 3, 2016 to consider the rezoning application (P16-050), notice of said hearing to adjoining property owners for a radius of seven hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on December 12, 2016 to consider the rezoning application (P16-050), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 35, Block 1732, Lots 14-17, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CH (Highway Commercial).

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

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

_____ day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

pharmacist." Mr. Ofokansi stated, "I am the pharmacist." The Planning and Zoning Director said, "See, he is right here. He is representing the landowner." Chair Kurek explained, "Port St. Lucie Boulevard is basically a commercial road. It is becoming Commercial everywhere in some form or another. The mixed uses are much less intense than it would be if we were putting up a Walmart or a Target, which could be done. This has been in effect for six months. I don't know what the impact has been, but they are not selling groceries. It is strictly pharmaceutical-types of supplies. I don't see any reason not to approve it." Vice Chair Ojito said, "I agree. It is only 1,600 square feet, and won't generate that much traffic." Chair Kurek stated, "This is recommending approval to the City Council, which means the people that are objecting to this will have another chance to speak before the City Council on this item. We are just recommending approval to the City Council."

Vice Chair Ojito **moved** to recommend approval to the City Council of P16-044, Tropical Homes Office, LMD Rezoning with the two recommendations by staff. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote.

B. P16-047 BRESCIA STREET PARCELS 12-19 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

Chair Kurek stated, "This item and the next two items are all related. Mr. Finizio will explain the relationship between the items. We cover everything in the first Public Hearing, not that you can't speak at the next two Public Hearings. I want to make sure it is clear that the next three items are all connected."

Mr. Finizio said, "For these three projects, the owner is Daryl M. Carter. The applicant is Landscape Design Associates, LLC. The general location is the west side of Brescia on the north side of Gatlin Boulevard. There are a total of 12 lots in question. Four of these lots are on the northwest corner of Gatlin and Brescia, while the remaining eight lots are on the northwest corner of Brescia and Kenwick Avenue, which is directly across the street. For all 12 lots, the existing zoning is Single-Family Residential, RS-2, and the property is currently vacant. I will take a step back and briefly discuss the project in general. Simply speaking, it is to provide a commercial development on the four corner lots on Gatlin and Brescia. (**Clerk's Note**: A presentation was shown at this time.) I am showing you a Concept Plan, which was taken out of the Special Exception Use application that you will be reviewing next month, and shows the property in question. The four lots did begin as four standard City lots, however, due to the widening of Gatlin and the close proximity of the I-95 on-ramp, a portion of the two lots fronting Gatlin have been removed due to road improvements and are now part of the Gatlin Boulevard right-of-way. With this portion of the lots removed, development is even more difficult, because the buildable area is not large enough to accommodate all development requirements, in particular water retention. The idea has come up of why not try moving water retention off-site, which is what is being presented today. The project has grown to not only include the commercial site on Gatlin, but the lots on Brescia and Kenwick. The corner lots of Gatlin and Brescia will be rezoned Commercial, while the eight lots across the street will be rezoned for conservation and water retention, hence the reason for the Comprehensive Plan Amendment. The proposed land use is not compatible with

the proposed zoning designation. The approximate size of the eight lots on Kenwick and Brescia are 1.86 aces, and the existing land use is Medium Density Residential. Since drainage areas serving the adjacent development are only permitted as a Special Exception Use in the Open Space Conservation Zoning District, P16-047 is a Small Scale Comprehensive Plan Amendment to change the future land use of the 1.86 acres from RM, Medium Density Residential, to OSC, Open Space Conservation, so the property can be used as a drainage area to serve a future adjacent development. This Special Exception Use application is currently being reviewed by staff, and this application was just reviewed at the Site Plan Review Committee meeting on April 27, 2016. The application should be reviewed by the Planning & Zoning Board next month. Changing the land use from Medium Density Residential to Open Space Conservation is not expected to have an adverse impact on the surrounding neighborhood. The property is sandwiched between existing Residential uses to the north and west, and the future Commercial development to the south. By changing the land use on these lots to OSC, Open Space Conservation and subsequent OSC zoning, the property will act like a natural buffer area between these two contrasting uses. All of these lots are located in the City's Conversion Area, and both rezoning requests are complying with all Conversion Area requirements. Unity of Titles for both applications were submitted to the Legal Department on April 19, 2016."

Mr. Finizio continued, "Project P16-048 is to rezone these 1.86 acres from Single-Family Residential to Open Space Conservation. The ultimate goal is to use this parcel for conservation and drainage for the commercial site on the northwest corner of Gatlin Boulevard and Brescia Street. The use of a drainage area is permitted as a Special Exception Use, as identified per Section158.101(C)(2). Rezoning the 8 lots from RS-2 to OSC is not expected to have an adverse impact on the surrounding neighborhood. The property is located within the City's Conversation Area, and originally this area was envisioned as Multi-family, however, with the potential commercial development on the corner, the Open Space may be better suited for this neighborhood, especially considering the amount of daily trips on Brescia each day. Therefore, the Open Space parcel could better act as a buffer for the existing Residential homes from the proposed Commercial to the south. Finally, P16-050 is a rezoning application to rezone the 0.7 acres on the corner of Gatlin and Brescia from Single-Family Residential to Highway Commercial, CH. This rezoning is for a proposed commercial development to construct a restaurant with a drive-through. Rezoning this property from Single-Family Residential to Highway Commercial is not expected to have an adverse impact on the surrounding neighborhood. This property is located within the City's Conversion Area, and due to its location, it was always envisioned as a Highway Commercial property. The applicant held a public information meeting for this project on April 7, 2016. I would like to make the following staff recommendation for P16-047 Brescia Street, Parcels 12-19, Small Scale Comprehensive Plan Amendment; the Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment based on the analysis and findings, as noted in the staff report. There was a letter of objection received in the office yesterday and was placed on the dais earlier today."

Vice Chair Ojito inquired, "The lots just west of the corner parcel, are those RM? What are they zoned now?" Mr. Finizio responded, "Everything is zoned Single-Family Residential right now. The eight lots that you see highlighted are Single-Family Zoning. The land use, these two are CH." Vice Chair Ojito said, "I'm saying the lots that are just west of that corner lot." Mr. Finizio stated, "That is Open Space Recreation." Vice Chair Ojito clarified, "There will never be any buildings there." Mr. Finizio said, "Probably not, it is owned by the City. As you can see, the lots get smaller because of the on-ramp to I-95." Vice Chair Ojito said, "If they approved this, then you would end up with no construction west of the corner lot and you'd have a conservation area just north of it, because it would kind of be isolated." Mr. Finizio commented, "Correct. Yes." Vice Chair Ojito remarked, "Thank you."

SABINA MARCKS, LANDSCAPE DESIGN ASSOCIATES, LLC., said, "I am representing the applicant and with me is Harold Dodt." Mr. Dodt stated, "I work with Equitas Management and they are the developer for the proposed project. Our company has the project under contract at the present time. My address is 5332 SW Orchid Bay Drive in Palm City." Ms. Marcks said, "We are trying to develop the four parcels that are directly on the corner of Gatlin and Brescia. The main concerns in the neighborhood; we have tried to do this before, and the main concern has always been the impact of removing all of the trees. Right now, it is very densely wooded and is in relatively good shape. There are pepper trees in it, but it is really still a pretty nice pine upland. We came up with the concept of taking those 8 lots of Residential land and donating them to the neighborhood, giving the neighbors a really significant 100-foot deep wildlife buffer that will screen any noise or visual impact that they will have on their single-family residence from the commercial development to the south. The proposed Starbucks will be completely visually screened from the neighbors' driveways and front yards. There is always some impact on traffic, but I think one needs to remember these lots on the top, technically, could be apartments. The zoning is RS, but the land use is RM. I could build 20 units on it, which also has a traffic impact. For the neighborhood and the whole area, the proposal that we are bringing today is much more balanced and more beneficial, because we are providing and giving up eight lots of Residential land, so we can use it for drainage and are also providing the neighborhood with a really significant buffer and wildlife corridor. It has a wildlife value at that point because it is not just 20 feet, it is 150 feet. The Site Plan that Mr. Finizio showed for the Special Exception Use; we are really trying to create a natural looking pond that is not just your regular square. We are not removing any protected trees. We are trying to work with the land and make it attractive and an asset to the neighborhood, so that any negative impact that might come from a Starbucks will be offset by the significant wildlife buffer that we are providing to the north."

Mr. Dodt said, "I have been involved with the property since 2003, and have never had an ownership interest in the property at any time since then. I did represent the owner in the acquisition of the property. The bottom four lots I would point out, at the time of our acquisition and going back in the Land Use Plan, have always been in the Land Use Plan as Highway Commercial. We are asking for a zoning that is consistent with the underlying land use. This is not the first time we've come before the Board with an attempt to try to move commercial development forward. Over the past 13 years, we

have had other ideas. We think that this idea, given the neighborhood input that we have encountered throughout the 13 years at various times, represents a compromise attempt from us. We think it is a very good use for the property and is a very good compromise for the neighbors that live around the property. We are very happy to make this presentation today, because we think we finally reached something that is an equilibrium for both of us. We did have an open house on April 7, 2016, and three couples showed up at the meeting. All of them had very serious reservations about endorsing it and were against any development of the property. I'm sure you will hear from them today."

Mr. Dodt continued, "We have worked extensively with staff, the Engineering Department, and the Planning Department for months, unlike the prior presentation, as it was something that happened very quickly. We have listened to the neighbors, the Planning Department, and the Engineering Department to try to come up with the best solution possible. We tried to get access directly off of Gatlin Boulevard, with a right-in and a right-out, and our traffic consultant is here today. We were unsuccessful with trying to get a direct right-in and a right-out off of Gatlin Boulevard, because of the FDOT requirements. We also proposed to have underground vault drainage for the property, but the City Engineering Department frowns upon underground vault drainage. I think they look at it as a maintenance risk. Even though it is a private property ownership, they are afraid things can go wrong with the maintenance of underground storage, so they frown upon it. That is why we went to the drainage on the north side of Kenwick. I agree with all of the comments that were made earlier about the buffer, and think it is a very positive thing. I would point out that our traffic consultant is here, who has worked on the property for six years with us. This is a very busy municipal boulevard, as there are 39,000 trips on Gatlin Boulevard already. There is a Walmart, Sam's, Home Depot, and Bass Pro Shops, so this is a major Commercial corridor. The property we are proposing is about a 2,100 square-foot drive-through restaurant, which we think will be an asset to the community. Thank you very much."

Mr. Harrison inquired, "How about a right-out onto Brescia? Was that discussed with the Engineering Department?" Mr. Dodt responded, "Yes. The issue with having a right-out directly onto Brescia is the distance between Kenwick and Gatlin Boulevard. We were told that there isn't a sufficient distance to have a right-out." Ms. Marcks said, "If you look at the graphic right now, a right-out would interfere with the right turning lane. Anybody that would come out of the site would be automatically be in that right turning lane. If they want to make a left, they would have to dart all the way across traffic." Mr. Harrison clarified, "Okay, so you did discuss it with them and they didn't want it." Ms. Marcks remarked, "It is just not feasible." Chair Kurek said, "There is only going to be one entrance and exit, and it will be on the backside of the residential street." Ms. Marcks stated, "Correct. Because we are converting the top lots to the OSR, we are not sending traffic headlights in the evenings into people's homes. We are containing all of the visual impact of the traffic inside the site. With this big area on the top, which is . . . again, if it wasn't wooded, I could say it is Open Space, but it is really heavily wooded and is a very healthy site in itself. It really provides 100% screening to anything that will be on that site." The Planning and Zoning Director asked, "Is that what this graphic is showing?" Ms. Marcks responded, "Showing what?" The Planning and Zoning Director

replied, "Vegetation." Ms. Marcks said, "Yes. You can see that it is completely wooded. There are some really big pine trees there, but as you can see, it is a really intact heavily wooded site. There are some pepper trees that will have to be removed, but overall, there is saw palmetto there. It is really and truly a screen, like Florida woods is supposed to be."

Vice Chair Ojito said, "Your intent is to immediately go into a Site Plan approval and this will come through us again, I would assume." The Planning and Zoning Director stated, "The Special Exception will come to you next month and it would be for the offsite drainage and the drive-through. The Commercial is consistent with the zoning and land use." Vice Chair Ojito asked, "On the west side of the corner piece, would there be a requirement for them to create a buffer where the driveway is, going into the corner parcel?" The Planning and Zoning Director replied, "We can discuss that. I don't know that it is beneficial, since the City owns the property to the west. It is Open Space Recreation and I don't see us doing any recreation on there." Vice Chair Ojito pointed out, "It is dense any way." The Planning and Zoning Director said, "Right. I think it would be more detrimental to the landscaping that is there to put the wall in. I don't think we have finalized that requirement." Vice Chair Ojito commented, "Okay, thank you." The Planning and Zoning Director stated, "They might have to get a modification to the landscape requirement, if the Code does require it." Ms. Beutel questioned, "With regard to pedestrian traffic, do you have any plans for sidewalks? I live in that neighborhood and often see children walking or riding their bikes." Ms. Marcks answered, "We are providing a sidewalk along Brescia for the Commercial parcel." Mr. Dodt stated, "We have studied that and the bottom part of the plan shows the sidewalk. We haven't gotten to the Site Plan approval, but our intent is to have the sidewalk along the building parcel and a sidewalk along Brescia between Kenwick and Elmwood, which is the next street up." The Planning and Zoning Director advised, "Those are issues that would come up through the Site Plan Review process."

Mr. DiTonno said, "You said your address is in Palm City. In Palm City, they have a Starbucks and the direction they are going is that they serve alcohol. When we start going through the Site Plan, do you have any idea if it will be one of the ones that will be serving alcohol?" Mr. Dodt responded, "They have talked about doing beer and wine, but have not given us a decision on whether they will do it or not. They would have to apply for a liquor license." Mr. DiTonno commented, "Thank you." Secretary Martin stated, "To be clear, you are proposing to do a sidewalk along Brescia from the one street to the north, as well as all the way down to Kenwick. Then you are also proposing to do a sidewalk going south of there, along the eastern perimeter of the site." Ms. Marcks stated, "Yes, from Kenwick to Gatlin." Secretary Martin asked, "Who is paying for the widened turning lane?" Mr. Dodt replied, "We would be paying for that, the applicant." Secretary Martin said, "You are donating it, basically in a sense, because you are going to make it a preserve. You are donating 8 viable lots that could be Multi-Family, you are putting in a significant amount of sidewalks, and are widening the road, so that the people that live back in that neighborhood will be able to get out of and onto Gatlin." Mr. Dodt said, "That is correct." Secretary Martin commented, "Thank you."

Chair Kurek opened the Public Hearing.

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I am opposing this project, as I have many times, due to the impact. That is our main artery in and out of our neighborhood. Right now, it is a two-lane road with an extra turning lane onto I-95. The traffic that would come into this project would come in off of Gatlin onto Brescia, which is just a quick turn. They would then go left onto my street and turn in, which is a two-lane road into this development. They would also have to exit, so it would make it quite challenging for us that make the left on Brescia to go to the bus where there are kids walking, even with a sidewalk. We would be fighting traffic, trying to make a left into our street into the entrance to this property. We would rather keep our neighborhood Residential and that is our opposition, the impact on the traffic. That is our main artery and is very busy in the morning and in the evening, at all times of the day. They do speed on the street, too. Kids are coming back and forth in the morning and afternoon. There is wildlife that gets hit, so we just want to keep our neighborhood Residential. If there was an impact of opening it up off of Gatlin, it would be a better way, but there is no way to do it. We need to stay Residential. Thank you." Chair Kurek commented, "Thank you very much."

DOUGLAS LE ZELIN said, "I live at 2217 SW Gray Beal Avenue. I definitely oppose the commercialization of the area. It is going to eventually effect property values for residents and increase traffic. It is just urbanization of the whole area and we have enough of it, I think. I don't think it is a good idea. There are plenty of other places to build a Starbucks and it doesn't have to be in that particular area. I don't think it is going to do anything for the neighborhood, except increase a lot of traffic, especially off of 95. It is just going to make a mess out of things. Thank you." Chair Kurek remarked, "Thank you."

ERIC WALSH said, "I live at 2258 SW Elmwood Avenue, which is the road just north of Kenwick. I agree that the Open Space Commercial idea is a great idea, but my problem is with the traffic, as the other people mentioned. I don't have my own traffic engineer working for me, but anecdotally there is a Dunkin' Donuts one block to the east. The traffic it generates is immense. Sometimes I see dozens of cars there, both entering and leaving. That traffic gets backed up in the morning rush hour and it is all the way backed up into the parking lot, because they can't exit out on Gatlin, as the traffic on Gatlin is backed up so much. My major concern is with the traffic, as it seems to be a problem, but if that issue could be worked out, then I think the Open Space Commercial idea is a great one. Thank you."

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. I disagree with the developers. We have a lot of things on Gatlin Boulevard. I built my home and spent a lot of money on Gray Beal. I have two corner lots directly down Brescia. Before you know it, they may turn that from Residential to Commercial. It will be right next to my home. I spent a lot of money on it. There are a lot of kids that get off of the school bus in that area, and the traffic is going to go down my block, because they would close off the traffic on Haycraft Circle and Elmwood Avenue. Instead of going down there, they would be using Gray Beal, which is on my block. The school kids get off there, and we have a lot of bike riders and people jogging and walking in the area, besides the wildlife. I think that there are other spots for a Starbucks, as I particularly don't care about the

Starbucks. I really don't like the coffee, and we should keep it the way it is. There is a lot of space by Home Depot and there is plenty room behind the Bass Pro Shops. If you want to build a Starbucks, you can go on the Boulevard. When you start going into the neighborhood, that means everybody is going to get the idea of let's change Residential into Commercial, just to make more money. I disagree with the developers, as I think it is all about money. It might not even be successful. People might not even go into Starbucks, and what happens if it fails? What happens afterwards, if nobody buys there and the building folds? What is going to happen to the property and the value of all of our homes? We spent a lot of money and are paying taxes for it. Thank you very much." Chair Kurek said, "Thank you very much."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. I'm the house that is directly above Lots 12-19, with woods on either side. It was really the entire reason that I purchased that home. I moved down here and remember driving down the street and filming, so I could look back and remember what this neighborhood looked like, so I'd know if I wanted to move here. I filmed all of that wooded area and thought how beautiful it was. It was like my home in Pittsburgh. I checked about the land zoning when I purchased that property and it was Residential. I was excited and moved in. Immediately, we started having to come before you guys, as they kept trying to change the land usage and zoning, and wearing us down. I'm a teacher at a middle school in the area, and every time I have to take off work to be here. I'm sorry, I don't know why I'm getting choked up. They finally wore us down to where we would come before you, and they would say they didn't have their stuff together and drop it, until finally there were not enough people showing up and they got that part passed through. Apparently, he doesn't have to worry about his property value coming down, because I was told in a very rude manner by these developers that there is no evidence that would ever prove that somebody's house value diminishes by having a gas station placed right in front of their home. I have nothing to hold to that and there is no evidence. A few months ago, they were saying they were going to put a gas station right there, right across from my house. That is what I would be overlooking at that point, and they just keep coming to us with these new revised plans and seeing what we will submit to. If this were an Open Space Conservation, it would not be contingent upon that front property being made into Commercial, and then I would say, absolutely, it is gorgeous. Like they said, it is a perfect Florida woodland area. There are mother and baby bobcats that live there, as I have pictures. There are gopher tortoises that I consistently see going in and out. It is what I moved to Florida for, the beauty of it. I see it being diminished everywhere, and I hope you guys see through their veiled threats that this is zoned Residential Single-Family, but it could be that their land use is for Multi-Family and they could be doing that instead. I hope that you would stay strong. I have been trapped on that street, trying to get to school in the morning, at least three times within the last four months by huge accidents taking place right there in that frontage. That is without the extra people, trying to go to Starbucks in the morning and are late for work, basically, because they would get stuck in line. They are going to be hedging their bets, trying to pull right out onto to 95, just like every morning. All of that traffic is extremely dangerous in the morning and that is with the beautiful frontage to look at. I have been broken into twice already and that is without having a commercial property right there for people. I would

just ask that if we could try to keep as much of this commercial out that I would be safer in my home. Thank you." Chair Kurek commented, "Thank you very much."

JENNIFER TRABAND, said, "I live at 702 SE Thanksgiving Avenue. I do not work for Starbucks. I moved to Port St. Lucie from Seattle and that is where Starbuck's headquarters is. I moved here about a year and a half ago. I recognize that this area has nice houses there and looks like as though Lots 14-17 are going to be the corner. It looks like the trees are still going to be preserved in that front area. I know a lot of Starbucks, especially in Seattle, you can't go 200 feet without seeing one in downtown. They tried to make it a neighborhood-friendly environment. I know that area is commercial, as it has Bass Pro Shops, Wendy's, Home Depot, and Sam's. It seems as though if we block this that you are blocking future commercialized growth in the area. It is just a Starbucks, but the only one in the area that I know of is in Jensen Beach at Britt Road, unless there is one at the mall. There is one in Tradition and one in St. Lucie West, but not in this area. It would be a plus for this area." Chair Kurek commented, "Thank you very much."

BARBARA MASON GARDNER said, "I live at 2449 SW Halissee Street. I moved here nine years ago from the Broward area. I was very satisfied to move here because of the slower pace. I realize that Port St. Lucie is growing now. We have more residents and businesses moving in. I hope that you will keep in mind what the residents would like to happen here. We really enjoy our tranquility and landscape and animals. When you see all of the other signs of property for sale on the other side of the street or further down where there are businesses, you say to yourself, why must a business be put in this area that will truly impact our area, getting in and out? A Starbucks or any business will have a negative impact on our community. I ask you not to create a negative impact. Please value what the residents want and what we appreciate. We would like to stay and have it stay that way; tranquility, certainly the animals, and our single-family homes. Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Mr. Dodt said, "On the Dunkin' Donuts comment, that it is often extremely crowded; I don't know that it was properly brought before the Planning Board and how it was planned. The stacking will be able to have 20 to 22 cars that can line up inside the property. I am a Starbucks customer and don't ever see it getting that deep. Sometimes they get eight to nine cars deep, but I think we will be able to address those concerns at a future time. It would be up to this Board to address the Site Plan and approve or disapprove it, so you would still have that. Ms. Thompson, not me personally and nobody that works for us or represents us would ever make demeaning comments to her. That is not what we are about. I don't doubt the veracity of her comments, that somebody might have threatened her about a gas station. I don't know where that came from, but I just want the Board to understand that type of thing did not come from us. There were several comments about the expansion of commercial beyond this parcel. This Board is in strict control of that, via the Land Use Regulations. We only have one parcel that is land use Commercial and that is this small piece that fronts on Gatlin Boulevard. Thank you." Chair Kurek commented, "Thank you very much."

Secretary Martin said, "Coming back to the economics of this, which is where my mind is, this could be Multi-Family. You could have 20 Multi-Family units there and you are not, as it is going to be blocked forever. Having the sidewalks is another expense that these people are willing to pay that is an added value to the neighborhood. Having the right turn lane getting out onto Gatlin is another added value. We sit up here and have to make tough decisions that affect residential people versus commercial people. I don't think any of us take that lightly, I sure don't. I think there needs to be a balance. Gatlin is a gateway corridor to the City and is always going to be commercial. There is nothing we are going to do about it. Having one Starbucks and no future development west of it on the City-owned land, having no future development, you will never see a structure on the eight or six lots, whatever they are proposing to create into Open Space Recreation. We have to come up with a balance and I think it is a reasonable request by the applicant after many years. I do believe we even saw the teacher here before us several years ago. They have come to a good balance and I will be in favor of it."

Chair Kurek said, "I'm concerned about the property behind it, like Secretary Martin said. As it is zoned right now, it could become apartment buildings with medium density. This is a good compromise to have a neighborhood basically with free or an open area forever to be next to your property. The applicant is correct, no commercial activity is going to take place north of this in any way, because it is not part of the overall Land Development Plan. This piece of property that runs on Gatlin is owned by a private individual and there is a point in time that this Board, along with the City Council, will have to make a decision whether or not we are denying him the right to use his property. Right now, it is Residential, but in the Land Development Plan it is reasonable for this to be some kind of Commercial. I can think of other things that can be of less impact to the neighborhood, but Starbucks is a fairly quiet organization. People get their coffee and leave. The ones that I've been to are usually pretty easy and are not like a McDonald's or a Dunkin' Donuts. It is a different environment and I am going to vote in favor of recommending this to the City Council for approval." Vice Chair Ojito said, "It is a very rare event to have a developer gift that much land, with a proposed development like this. I think you should really think about what they are proposing and I would vote in favor as well."

Secretary Martin **moved** to recommend approval to the City Council of P16-047, Brescia Street Lots 12-19, Small Scale Comprehensive Plan Amendment Application. Vice Chair Ojito **seconded** the motion, which **passed unanimously** by roll call vote.

C. P16-048 BRESCIA STREET PARCELS 12-19 – REZONING

Mr. Finizio said, "This is for the rezoning going from RS-2, Single-Family, to Open Space Conservation, based on the new land use. Staff would like to make a recommendation to approve the rezoning application that is submitted."

Chair Kurek opened the Public Hearing.

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. We, the taxpayers who live in this Residential area, think it is unfair that we have no say. It is up to the Council? What about the people? I'm from New York and it wasn't for the New Yorkers, Florida wouldn't be Florida today. I know a lot of people up north and this is very discouraging. I can let them know not to come to Port St. Lucie, as it is controlled by the Board. What about us? What about the people? We are taxpayers and we have no rights. You approve it and it is approved because of money. This is all about the dollar and is not about the people. We are paying taxes and live in the area. The people don't want it and have enough commercial on Gatlin Boulevard. We have a lot of people building and that is fine. I don't disagree with that, but to start going into the blocks, before you know it, the two lots on my street will be changed to Commercial also. It is a stepping stone, and I disagree with it. I don't think it fair to the people who are paying taxes, and it is just up to the Board and the developers and not the people who live in the area. We are disagreeing with the developers and it is like one side here is siding with the developers. I disagree with it." Chair Kurek commented, "Thank you very much for your comments."

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I have a petition that 79 of my neighbors signed against this, going around the neighborhood. They would rather see it stay Residential, such as a model home on that land. A two-story model home would fit within the Residential requirement and would not bring in the same kind of traffic, nor would if they did the apartments in the Residential mixed part; 20 apartments would still not bring the volume of traffic that a Starbucks will bring. We are not only considering Port St. Lucie, but north and southbound I-95, once people do a search and see it is there. It is definitely going to increase the traffic coming into our neighborhood and make it quite difficult for us. Also, the reasons we bought our homes is for the easy access on and off I-95, and the nature around us and the activities that we enjoy. We invite you to come out to our neighborhood and see. As I said in my letter, when those lots were designated Commercial Highway, it was before the widening of Gatlin, before the redesign of the I-95 northbound entrance, which makes a big impact on the land and the land use. I ask you, please come to our neighborhood and see what we are talking about and reconsider. Thank you." Chair Kurek commented, "Thank you very much."

Vice Chair Ojito said, "I just want clarification, the item that is before us right now is for rezoning Lots 12 to 19." Chair Kurek stated, "Yes, we are voting on to rezone the 12 to 19 to Open Space Conservation Area. This item would do away with any chance of any apartments or residences to be built on that particular piece of property forever."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. You say forever, but how do I know that is actually the case, because what this is currently zoned for is changing right now before you. You would appoint yourselves as people standing for us. Obviously, that can change at the drop of a hat or the drop of a dollar, as the case may be. The land in front of my house floods consistently as it is. Any time there is any amount of significant rainfall that entire beginning of the turn left onto that street is completely flooded and inundated with water and it stays that way for days. If you want me to speak to the fact that they are going to have extra water and drainage onto that

land, I don't feel that it would be wise. Thank you." Chair Kurek commented, "Thank you."

DOUGLAS LE ZELIN said, "I live at 2217 SW Gray Beal Avenue. I'd like to request you reconsider your decision on all of this development. Eventually, you are going to wind up turning Gatlin into an Orange Avenue in Fort Pierce. We know what that looks like. It is urban blight and I think we are all trying to stop that from happening. I'd like you to take that into consideration. Thank you." Chair Kurek remarked, "Thank you."

JENNIFER TRABAND, said, "I live at 702 SE Thanksgiving Avenue. The fact that sidewalks are going to be built from Elmwood all the way out to Gatlin is a huge improvement. I live in an area off of Floresta that doesn't have any sidewalks and that would be a terrific thing to have them, to have that opportunity in your neighborhood to where you can actually go for walks, if you want to. To be able to connect to Gatlin and walk wherever you want to and go to the commercial across the street and to have the privacy of the land not be converted to apartments is a vast improvement as well. Having 20 apartments, even if you have two cars per house, is another 40 cars coming in and out, possibly and noise pollution from apartments, as you never know. You don't know who will be moving in there and what type of apartments are going to be. Having that space reserved to block any additional commercial development and noise and light pollution is a great improvement for the neighborhood, it seems like. I don't live in that neighborhood, so I can't say 100%. From what I'm hearing, it sounds like a good thing to have." Chair Kurek commented, "Thank you very much."

There being no further comments, Chair Kurek closed the Public Hearing.

The Planning and Zoning Attorney said, "You will see in the packet there is a discussion about a potential Unity of Title. There would be some legal restrictions placed on the properties. Because there is a road through the middle, we likely could not do a Unity of Title over all the 10 or 12 lots where there would be potentially some restrictive covenants that would connect the one property to the other, because of the nature where the offsite parcel is serving as drainage. There will be some land use of legal restrictions placed on the properties that would prevent additional future development." Chair Kurek commented, "Thank you very much." Vice Chair Ojito asked, "Isn't it required to address the concern of water drainage, even though it is going to be conservation land, the developer would have to develop the parcel in such a way that they don't overflow any specific amount of water onto the neighbor's property as part of the stormwater requirement?" The Planning and Zoning Director replied, "That is correct. I made a note of it. I think the problem exists on the conservation land, the eight lots. If there is a problem, this development through its own stormwater retention area could accommodate what is in the road." Vice Chair Ojito remarked, "Thank you." The Planning and Zoning Attorney advised, "They are going to have to go to the Water Management District to get their permits anyway. All of the drainage issues will be handled through the District's permit. You can't condition any of your approvals on them obtaining the District permit, but that is what the District does." Chair Kurek said, "South Florida Water Management District is going to make sure that there is no flooding. Any existing flooding and any future flooding will be eliminated as a result of the project."

Mr. DiTonno **moved** to recommend approval to the City Council of P16-048, Brescia Street Lots 12-19, Rezoning Application. Secretary Martin **seconded** the motion, which **passed unanimously** by roll call vote.

D. P16-050 BRESCIA STREET PARCELS 14-17 – REZONING

Mr. Finizio said, "Staff recommends approval, as the request meets and is consistent with the direction and intent of the Future Land Use Map and policies of the City's Comprehensive Plan."

Chair Kurek opened the Public Hearing.

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. With all due respect, can they table this and bring it up at another Council meeting, instead of making a decision right now?" Chair Kurek responded, "All three of these items are recommended to be forwarded to the City Council. The next hearings on these will be at the City Council, who makes the final decision on all of these. We, as a Board, basically are a buffer for the Council on certain items, and this is one of them. They will read the minutes of this meeting and see all of your comments. You will be advised or notified when the next meeting is with the City Council, so you will all have a chance to speak your piece again, your objections, and points that you made today. We are looking at it more from a technical standpoint, as well as looking at what the developer is. This Board spends a lot of time looking at the technical part of it. The technical part is that the owner of the property has a right to use his property. It is within the Comprehensive Plan to use it as commercial. They also are presenting a really good thing, as far as donating property for all practical purposes for public use for as long as they want. Eventually, they may even deed it over to the City at some point, because what are they going to do with it? It is all part of the Comprehensive Plan. Staff goes through a lot of exercises with these applicants. I wasn't here for previous applications, but I presume that having been turned down multiple times before, trying to use this property, they are trying with all of their might to use the property they own that they pay taxes on for the best purpose. They have come up with something, and are giving back a lot to the citizens of this area for your benefit, like the sidewalks, the extra lane, and the property that will never be used, as the City owns the rest of the property to the west. It will never be developed, and this is the best of all things. Keep in mind, if you owned this piece of property, you know you can't put a house on it. Think about it. Is anyone ever going to build a house on this property facing Gatlin? No, why would they? I wouldn't want a house there. The owner has a right to use it and it is part of the Comprehensive Plan."

The Planning and Zoning Director said, "This will be going to the City Council on May 23, 2016, for first reading and June 13, 2016, for second reading. The second reading is usually the Public Hearing, although I believe they will take public comments at both meetings."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. Would that zoning above the front property be contingent upon the back property being . . ." Chair Kurek responded, "I believe that is what the attorney has stated." The Planning and Zoning Director stated,

"The top property has a land use change and a zoning. They had to change the land use in order to accommodate the Open Space Conservation. The property on the south is already designated Highway Commercial and has been designated Highway Commercial since 1983." Ms. Thompson clarified, "That is land use, but not zoning." The Planning and Zoning Director stated, "Exactly, so they have put the package together. While they might not be tied, what is tied is the site is very small and in order to accommodate all of the things that the site needs to accommodate, primarily the drainage, is where the top piece comes in." Ms. Thompson said, "As you said, who would want to put a house on that frontage? Basically, what you are doing or having a part in is putting my house one street closer to exactly what you said nobody would want to have their house to front up onto. I would ask that you consider that."

Secretary Martin said, "I think it comes to a balance, and none of us take this lightly. We are all volunteers, none of us make a nickel to do this. I've been doing this for seven years, hundreds of hours. These are never easy decisions to make, but we have to make a balance. We go with the technical information, what the staff has provided us, and the six of us in this case make tough decisions. Believe it or not, you guys are our neighbors. I don't live in that area either, but a little bit of history; I lived a block away from the Crosstown Parkway. I bought it 16 years ago before anybody even knew what the word Crosstown Parkway was. Then, low and behold, ten years later there is a six-lane highway one block away from me. I didn't know that. What I did was got up and I moved. I studied the area where I moved to very closely, so that there was never going to be any commercial construction nearby. We hear your plea, and I commend all of you for coming out here. We have gone through some pretty significant meetings in the past where not as many people showed up that were very significant properties. I commend you for taking the time off today to come out and talk to us, and to give us your input on this. We don't make the final decision. Get all of your neighbors to go to the City Council meeting. That is where you stand up and that is where they make a final decision. It comes back to balance for me. I think this proposal is a good balance for the neighborhood, as well as the commercial property owner." Chair Kurek commented, "Thank you, Mr. Martin."

Mr. Sanders said, "This is really a unique opportunity for the neighborhood, and they may not see it that way. I remember in 1980, the Mayor of Gainesville, who was teaching a land development class talked about residential developments. They had these undeveloped parcels and saw it as a park. This is one of the few opportunities that this really will become a park, because changing it to OSC, allowing the stormwater retention, and some upland preservation to be on there will be a really good opportunity for the neighborhood. It also provides a solution for a very unique property fronted on that limited access right-of-way of I-95, so it is a great opportunity. The Code also requires that sidewalks be put adjacent to developments. If this is part of the stormwater retention pond, it will be adjacent to the development and the developer will be required to do sidewalks along their new stormwater retention pond. It is a lot of positive things for the neighborhood. Regarding the school buses, the School District can work with the development and move bus stops where necessary and utilize new sidewalks as they are put in to provide safer access to students." Chair Kurek said, "Mr. Sanders is a representative of the School District, who comes to these meetings in order help us

explain things that are happening with the school buses. I know there was some reference to that and he is our expert who sits with us in order to talk about the school system and their needs. Thank you, Mr. Sanders."

There being no further comments, Chair Kurek closed the Public Hearing. Mr. Harrison **moved** to recommend approval to the City Council of P16-050, Brescia Street Lots 14-17, Rezoning Application. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote. Chair Kurek said, "This item will be sent to the City Council and I believe the first reading is on May 23, 2016. You may want to make note of that. Like Secretary Martin said, the City Council has the final decision on this. Thank you very much. I really appreciate you all coming. It is great to meet people who actually participate in our process."

E. CITY OF PORT ST. LUCIE – NEIGHBORHOOD PLANNING

a. Neighborhood Planning Program
b. Planning Area 3
c. Planning Area 4N
d. Planning Area 4S

The Planning and Zoning Director said, "I'm not going to do a presentation, since the consultant did it last time. I want to concentrate on some of the commercial areas that we have and what we don't have, but are looking at. I think you have four different volumes in front of you. Volume 1 is a synthesis of the whole process. The next one would be Planning Area 3, and we are in Planning Area 3, which is bordered by the river, primarily, and the Turnpike. It is one of the older areas of the City and that is one of your documents. Included within that document are some suggestions on what we do with the Bayshore Conversion. The Bayshore Conversion Area, not all of it, part of it, goes back to 1983, when the City determined we needed to provide for uses other than just Single-Family Residential. It seemed like an ideal location, bordered by Bayshore and the Turnpike on the west side. They started out with these conversion standards, allowing for the conversion, mostly to General Commercial for the stuff that fronts on Bayshore. Behind it you have a myriad of uses, like auto repair and storage. We are trying to, working with the developed Crosstown Business District, which is like a homeowners' association, but it is all of the business people. They don't have to be owners of the property, but business owners, because a lot of people rent there. On their own, they have created this association, and staff wants to work with that association to make improvements to that area. One of the suggestions out of this neighborhood study and a part of the input of the business owners was, how can we make it better? We constantly have Code; it is a push and tug kind of thing out there. We get Code to fix some of the improvements or fix some issues and then the commercial businesses push back. We want to work together, not against each other."

The Planning and Zoning Director continued, "One of the things the consultant has suggested is an overlay district, which would have the staff look at all our Land Development Regulations that would apply to that property. I can think of a couple, like art in public places. Maybe that isn't an appropriate area to require it, because it isn't

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF MAY 3, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **GATLIN LAND TRUST LOTS 14-17**
REZONING APPLICATION
PROJECT NO. P16-050

DATE: **APRIL 21, 2016**

PROPOSED USE: To rezone approximately 0.7 acres from RS-2 (Single Family Residential) to CH (Highway Commercial). This rezoning is for a proposed commercial development to construct a restaurant with drive-through. Due to the size of this site, the applicant is also rezoning 1.86 acres to the north to accommodate all conservation and drainage requirements.

APPLICANT: Landscape Design Associates, LLC. The authorization letter is attached to the staff report.

OWNER: Daryl M. Carter.

LOCATION: This property is located on the northwest corner of Gatlin Boulevard and Brescia Street.

LEGAL DESCRIPTION: Port St. Lucie Section 35, Block 1732, Lots 14-17.

SIZE: Approximately 0.7 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant.

SURROUNDING USES: North, east, and west = RS-2 (Single Family Residential) Zoning, currently all these lots are vacant and are located in the City's conversion area. South = Gatlin Boulevard, beyond is PUD (Gatlin Plaza Planned Unit Development), with existing restaurant and retail uses.

REQUESTED ZONING: CH (Highway Commercial).

FUTURE LAND USE: CH (Highway Commercial).

IMPACTS AND FINDINGS:

Land Use Consistency: Rezoning this property from RS-2 (Single Family Residential) to CH (Highway Commercial) is not expected to have an adverse impact on the surrounding neighborhood. This property is located within the City's conversion area, and due to its location was always envisioned as CH. Due to the size of these parcels, the applicant is also rezoning 1.86 acres to the north to accommodate all drainage and conservation requirements. This 1.86 acre parcel will be left undeveloped, except for the actual retention pond, which will help buffer this commercial development from the surrounding residential neighborhood.

***Compliance With Conversion Area Requirements*:**

Planning Area location per conversion manual: **27**
The property is totally within planning area: **Yes**
Minimum Frontage: **Yes**
Minimum Depth: **Yes**
Does the request isolate lots: **No**

Has a Unity of Title been submitted: **Yes. A request to unify these lots has been submitted to the Legal Department on April 19, 2016.**

Buffer required: A landscaped buffer and wall is required: **Yes. Due to the open space land use to the north and west sides of this property, a landscape buffer with a wall will be required on these sides.**

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service for this project. A developer's agreement with the City Utility Systems Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Environmental: An environmental study will be required as part of the site plan process. All environment information will be reviewed during site plan review process and any and all environmental issues will be addressed at that time.

Schools: Since there is no residential component to this project, school concurrency will not apply.

Other: This project is part of a larger development, which includes an open space conservation site on the corner of Kenwick and Brescia just north of this property. This

smaller acre parcel will be used to construct a commercial development, with all conservation and drainage requirement occurring on the conservation site across Kenwick Avenue.

Per conversion area requirements, all lots under a single rezoning application will be unified. The documents for this project has been forwarded to the Legal Department to begin this process. However, since these projects are so closely intertwined, it is important that this parcel be unified with the adjacent open space site even though it crosses a right-of-way.

RELATED PROJECTS:

P16-047 – Brescia St. Parcels 12-19 Small Scale Comprehensive Plan Amendment. This application will change the future land use of 1.86 acres from RM to OSC for conservation and drainage use. This application is being reviewed concurrently with this rezoning application.

P16-048 – Brescia St. Parcels 14-17 Rezoning Application. This application will rezone approximately 1.86 acres from RS-2 (Single Family Residential) to OSC (Open Space Conservation). This application is being reviewed concurrently with a small scale comprehensive plan amendment.

~~P16-049 – Brescia St. Parcels 12-19 Special Exception Use Application. This application is to permit a drainage area serving an adjacent development as per §158.101 (C) (2). This application will be reviewed at SPRC on April 27, 2016.~~

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

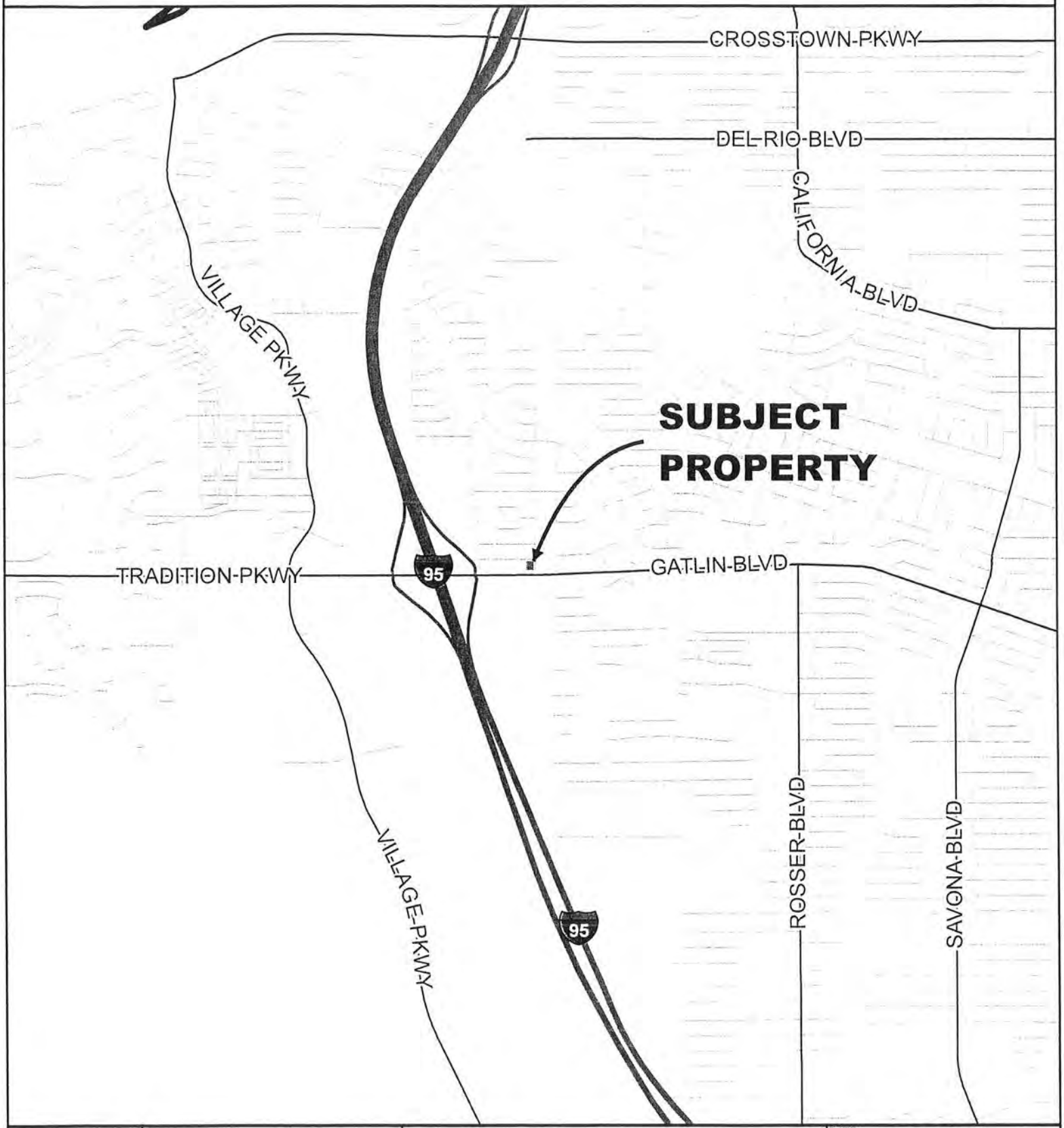
The applicant held a public information meeting on this project on Thursday April 7, 2016.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

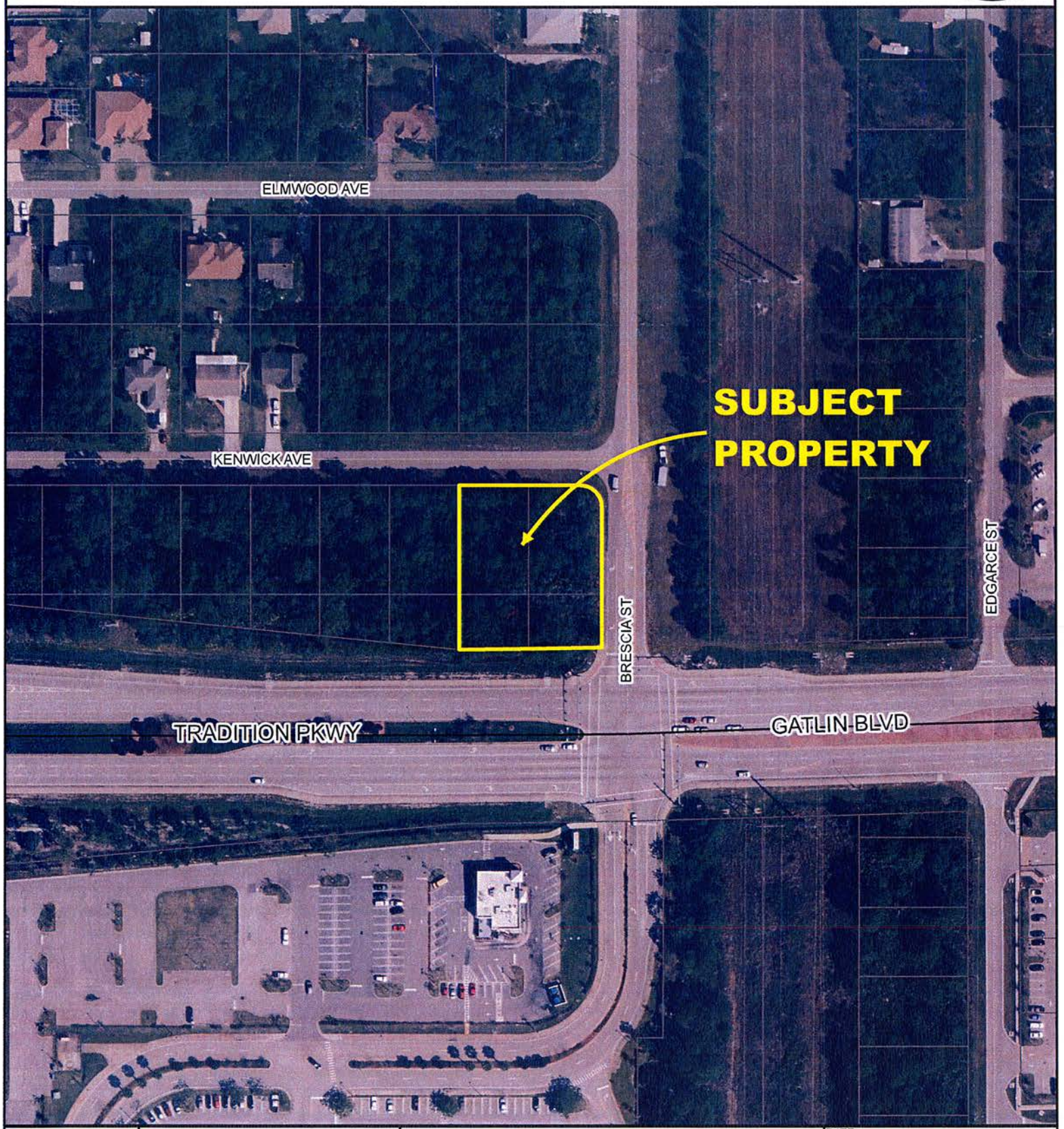
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



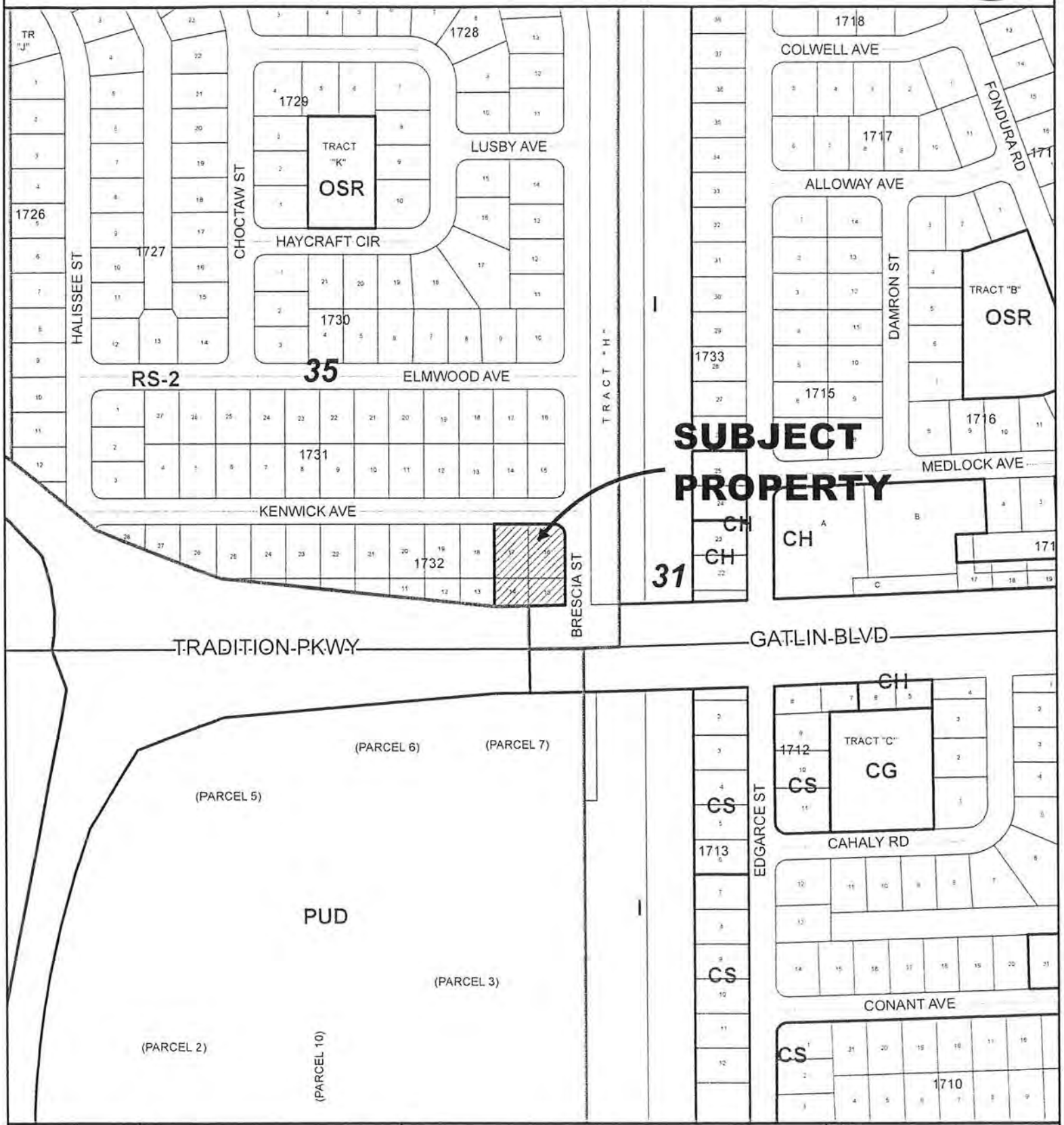
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BRESCIA STREET PARCELS 14-17 SECTION 35, BLOCK 1732, LOTS 14-17	DATE: 4/11/2016 APPLICATION NUMBER: P16-050 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BRESCIA STREET PARCELS 14-17 SECTION 35, BLOCK 1732, LOTS 14-17 AERIAL DATE 2014	DATE: 4/11/2016 APPLICATION NUMBER: P16-050 USER: patricias SCALE: 1 in = 150 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BRESCIA STREET PARCELS 14-17 SECTION 35, BLOCK 1732, LOTS 14-17	DATE: 4/11/2016 APPLICATION NUMBER: P16-050 USER: patricias SCALE: 1 in = 300 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772)871-5121 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-050
Fee (Nonrefundable)$ 2,143.00
Receipt # 89483

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

PRIMARY CONTACT EMAIL ADDRESS: smarcks@landscapeda.com

PROPERTY OWNER

Name: Daryl M. Carter

Address: 3333 S Orange Avenue, Suite 200, Orlando

Telephone No.: 407-422-3144 Fax No.: 407-422-3155

AGENT OF OWNER (if any)

Name: Landscape Design Associates, LLC

Address: 702 SW Port St. Lucie Blvd, Port St. Lucie, FL 34953

Telephone No.: 971-6060 Fax No.:

RECEIVED
MAR 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE

PROPERTY INFORMATION

Legal Description: Lots 14-17, Block 1732, Section 35, ORB 15, Pages 10, 10A – 10P
(Include Plat Book and Page)

Parcel I.D. Number: 3420-670-0243-000-6, 3420-670-0240-000-2, 3420-670-0237-000-8, 3420-670-0244-000-0.

Current Zoning RS-2

Proposed Zoning CH

Future Land Use Designation: CH Acreage of Property: 0.7 ac

Reason for Rezoning Request: To allow for restaurant use on parcel with commercial land use designation

*Signature of Owner	Daryl M Carter, Trustee Hand Printed Name	03/28/2016 Date

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

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

March 28, 2016

Mrs. Patti Tobin, Planning Director
City of Port St, Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Dear Mrs. Tobin:

RE: Brescia Street Parcels 14 through 17 – Rezoning

Please accept this letter as authorization for Sabine Marcks with Landscape Design Associates to represent Daryl M. Carter, Trustee and Maury L. Carter & Associates, Inc. in all matters related to the application for rezoning regarding the Brescia Street Development.

Should you have questions, please contact me. Thank you.

Sincerely

Daryl M. Carter
President

/jmf
cc: Ms. Sabine Marcks (via e-mail)

RECEIVED
MAR 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE FL

3333 S. Orange Avenue, Suite 200 • Orlando, Florida 32806-8500
Post Office Box 568821 • Orlando, Florida 32856-8821
Telephone (407) 422-3144
Fax (407) 422-3155
www.maurycarter.com

MLC
Maury L. Carter & Associates, Inc.
SM
Licensed Real Estate Broker

Return To: Stewart Title
Courthouse Box 52
2001-1264

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2208709 OR BOOK 1719 PAGE 1163
Recorded:05/23/03 13:18

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: $ 0.00
* Doc Tax : $ 455.00
* Int Tax : $ 0.00

Property Appraisers Parcel Identification Numbers: 3420-670-0240-000/2

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 8th day of May, 2003, between **THE CITY OF PORT ST. LUCIE, a Florida Municipal Corporation**, as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

> Lots 14 and 15, Block 1732, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida, LESS AND EXCEPTING lands described in Order of Taking recorded in O.R. Book 315, Page 2521 and O.R. Book 319, Page 2833, Public Records of St. Lucie County, Florida.
>
> which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of

Initial

the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee

hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Bonnie R. Cruz
Print Name: Bonnie R. Cruz

Margaret McGrath
Print Name Margaret McGrath

GRANTOR:

THE CITY OF PORT ST. LUCIE,
a Florida municipal corporation

By: PATRICIA P. CHRISTENSEN
As: Vice Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 20 day of May, 2003, by Patricia P. Christensen, as Vice Mayor of the City of Port St. Lucie, a Florida municipal corporation, who is personally known to me of who has produced _____ as identification and who did take an oath.

Margaret McGrath
Name of Authorized Official
Print Name: Margaret McGrath
Title NOTARY

OFFICIAL NOTARY SEAL
MARGARET MCGRATH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD093429
MY COMMISSION EXP. JULY 9,2005

Return To: Stewart Title
Courthouse Box 52
2001-1268

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2208711 OR BOOK 1719 PAGE 1167
Recorded:05/23/03 13:18

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: $ 0.00
* Doc Tax : $ 980.00
* Int Tax : $ 0.00

Property Appraisers Parcel Identification Numbers: 3420-670-0243-000/3
3420-670-0242-000/6

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 16th day of May, 2003, between **HELEN C. SPURGEON and CHESTER C. SPURGEON, both individually and as Trustees under a Trust Agreement dated November 8, 1996, and identified as the HELEN C. SPURGEON TRUST**, collectively as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,
*as husband and wife

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lots 16 and 17, Block 1732, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew

or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof, and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Marilyn J. Pittido
Print Name: Marilyn J. Pittido

Richard V. Webb
Print Name Richard V. Webb

Marilyn J. Pittido
Print Name: Marilyn J. Pittido

Richard V. Webb
Print Name Richard V. Webb

GRANTOR:

Helen C. Spurgeon
Helen C. Spurgeon, individually and as Trustee of the trust agreement dated November 8, 1996, and identified as the Helen C. Spurgeon Trust

Chester C. Spurgeon
Chester C. Spurgeon, individually and as Trustee of the trust agreement dated November 8, 1996, and identified as the Helen C. Spurgeon Trust

STATE OF ~~FLORIDA~~ VA
COUNTY OF ~~SARASOTA~~ ARL.

The foregoing instrument was acknowledged before me this 16th day of May, 2003, by Helen C. Spurgeon, individually and as Trustee of the trust agreement dated November 8, 1996, and identified as the Helen C. Spurgeon Trust, who is personally known to me or who has produced License as identification and who did take an oath.

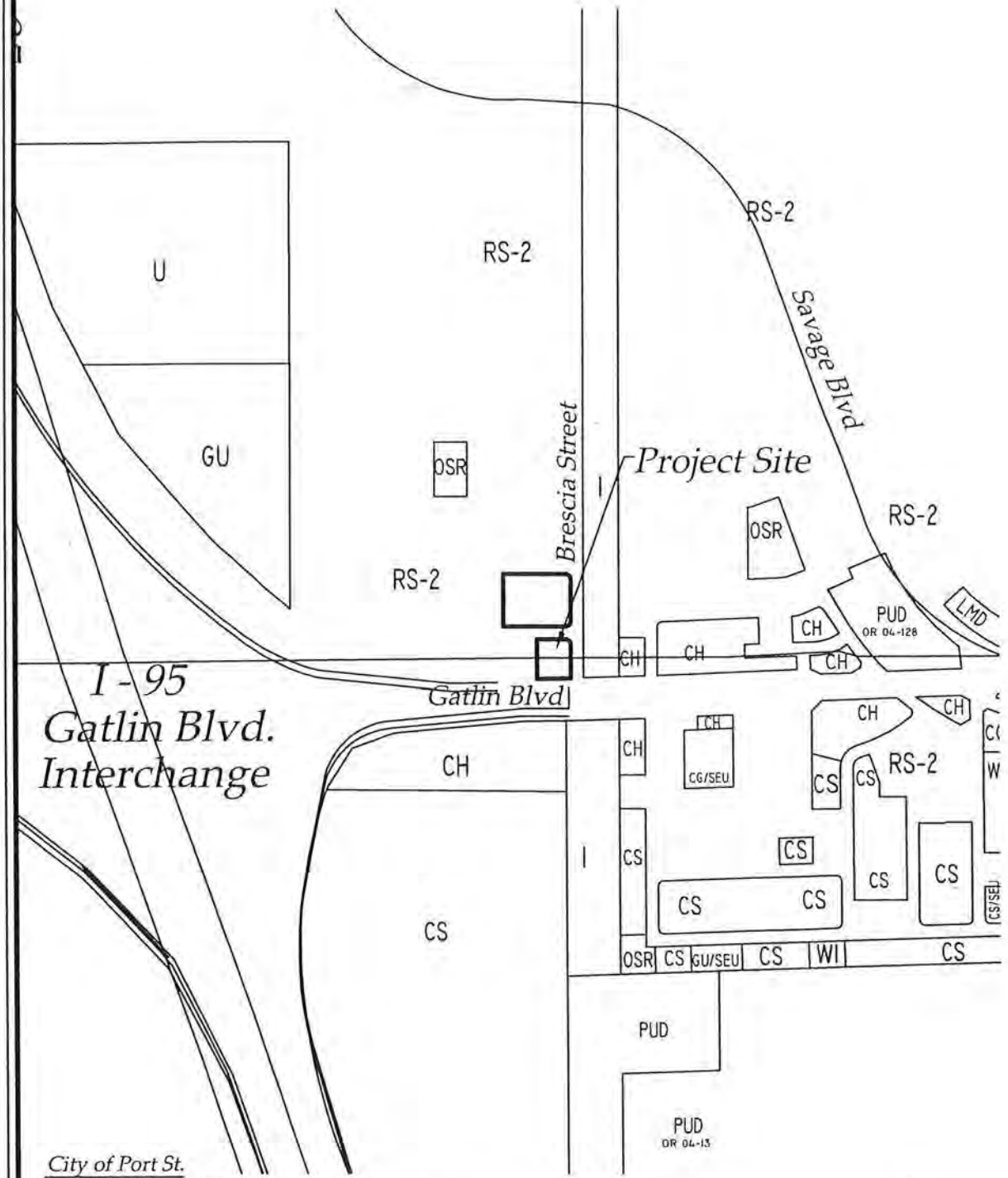
Thelma Ermlick
Name of Authorized Official
Print Name: Thelma Ermlick
Title NOTARY

STATE OF ~~FLORIDA~~ VA
COUNTY OF ~~SARASOTA~~ Arl.

The foregoing instrument was acknowledged before me this 16th day of May, 2003, by Chester C. Spurgeon, individually and as Trustee of the trust agreement dated November 8, 1996, and identified as the Helen C. Spurgeon Trust, who is personally known to me or who has produced License as identification and who did take an oath.

Thelma Ermlick
Name of Authorized Official
Print Name: Thelma Ermlick
Title Notary

My Commission Expires 4/30/06



City of Port St.
Zoning Categories:

CG ..... GENERAL COMMERCIAL
CH ..... HIGHWAY COMMERCIAL
CN ..... NEIGHBORHOOD COMMERCIAL
CS ..... SERVICE COMMERCIAL
GU ..... GENERAL USE
I ..... INSTITUTIONAL
IN ..... INDUSTRIAL
LMD ..... LIMITED MIXED
OSC ..... OPEN SPACE CONSERVATION
OSR ..... OPEN SPACE RECREATIONAL
P ..... PROFESSIONAL
PUD ..... PLANNED UNIT DEVELOPMENT
RE ..... ESTATE RESIDENTIAL
RM-11 ... MULTIPLE FAMILY RESIDENTIAL
RM-15 ... MULTIPLE FAMILY RESIDENTIAL
RS-1 ..... SINGLE-FAMILY RESIDENTIAL
RS-2 ..... SINGLE-FAMILY RESIDENTIAL
WI ..... WAREHOUSE INDUSTRIAL

N
W E
S

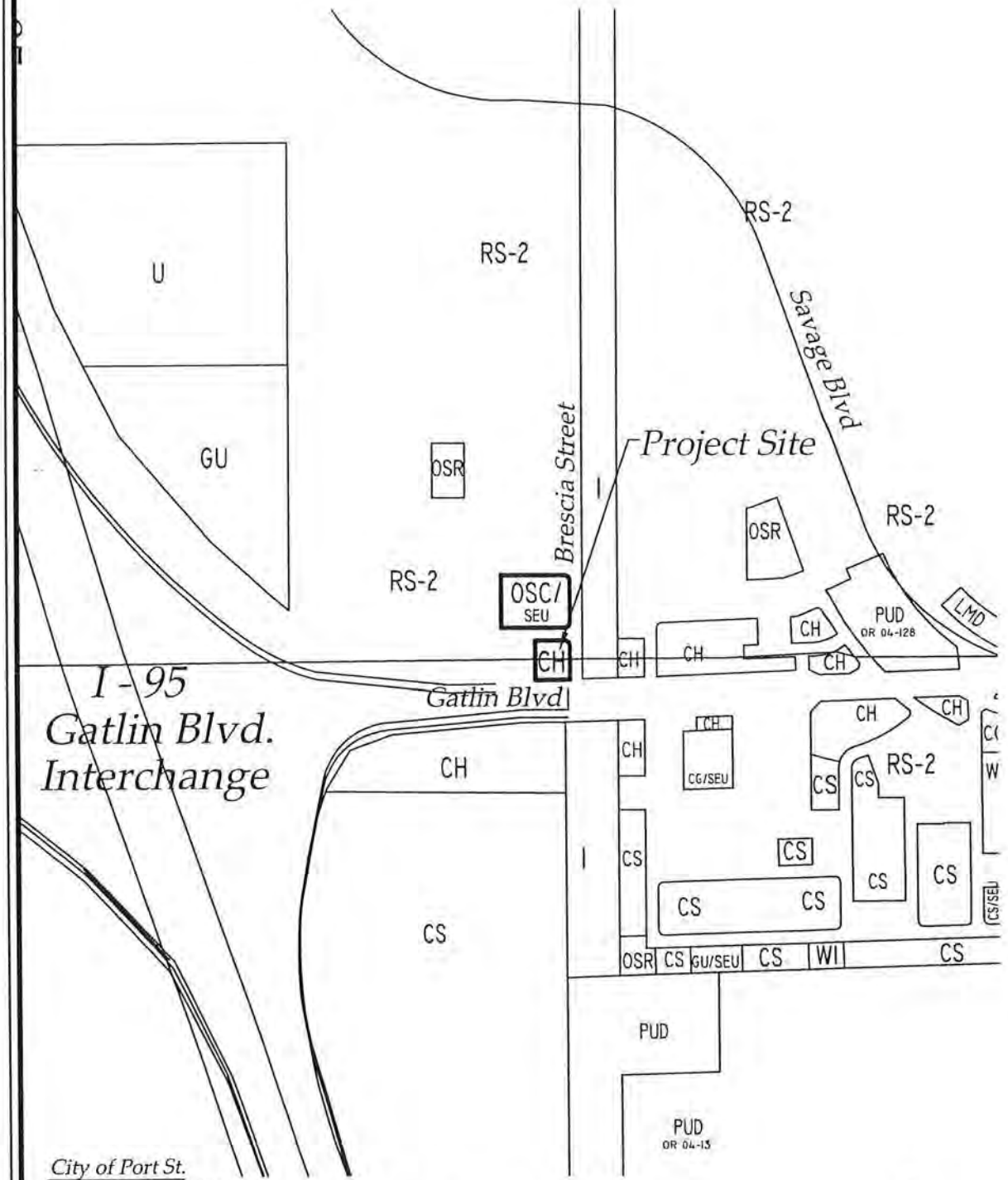
City of Port St. Lucie Projct No. P16-

Brescia St Parcel 14-19 Rezoning
City of Port St. Lucie
Existing Zoning Map

Revisions	
Date	Comments

Scale: N.T.S.
Drawn by: SM
Checked by: SM
CADD No: 16-012-zoning.dwg
Date: 3.31.16

Landscape Design Associates
702 Port St. Lucie Blvd
Port St. Lucie, FL 34953
772-871-5818 ph, 772-405-1006 fax



City of Port St.
Zoning Categories:

CG ..... GENERAL COMMERCIAL
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RS-2 ..... SINGLE-FAMILY RESIDENTIAL
WI ..... WAREHOUSE INDUSTRIAL

City of Port St. Lucie Projct No. P16-

Brescia St Parcel 14-19 Rezoning

City of Port St. Lucie

Proposed Zoning Map

Revisions	
Date	Comments

Scale: N.T.S.
Drawn by: SM
Checked by: SM
CADD No.: 16-012-zoning.dwg
Date: 3.31.16

Landscape Design Associates
702 Port St. Lucie Blvd
Port St. Lucie, FL 34953
772-871-5818 ph, 772-405-1006 fax

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, May 05, 2016 5:29 PM
To: John Finizio
Cc: Patti Tobin; CityAttorney
Subject: RE: Ordinances for upcoming P&Z meeting
Attachments: 4668_001.pdf

Hello John –
Please see attached edits to the Ordinance for the small scale comp plan amendment.
As to the others, I reviewed and have no comments or edits.
Let me know if you have any questions.
Thank you,
Tom Mullin

Thomas F. Mullin
Email: TMullin@nasonyeager.com
Web: www.nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW

Nason Yeager, Gerson White & Lioce, P.A.
7700 Congress Ave., Suite 2201 |Boca Raton |FL |33487

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error, please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, April 27, 2016 3:06 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>; CityAttorney <CityAttorney@cityofpsl.com>
Subject: Ordinances for upcoming P&Z meeting

Good Afternoon Tom,

As per the new ordinance & resolution policy that we just initiated, I am attaching the ordinances for the following projects which are being reviewed by the P&Z Board on May 3, 2016:

1. P16-047 Brescia Street Parcels 12-19 small scale comp plan amendment,
2. P16-048 Brescia Street Parcels 12-19 rezoning application, and
3. P16-050 Brescia Street Parcels 14-17 rezoning application.

Thanks Tom. Let me know if there is anything else you need, or have any questions.

BRESCIA STREET COMP PLAN + REZONING
ITEMS 7 B, C + D
P16-047, P16-048, + P16-050

2273 SW Kenwick Ave.
Port St. Lucie, FL 34953
(772) 878-7786

April 30, 2016

Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

and

City of Port St. Lucie
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

Re: P16-047; P16-048; P16-050 SW Brescia St.. SW Kenwick Ave. and SW Gatlin Blvd.

Dear Mayor and Planning and Zoning Dept.:

I am writing regarding the proposed plans of development referenced above in my neighborhood. The 2 lots on SW Gatlin Blvd. were designated CH zoning **prior** to the expansion of SW Gatlin Blvd. and the redesigned northbound entrance ramp to I-95. The close proximity of these lots to the entrance ramp create a safety issue and therefore, access to these lots from SW Gatlin Blvd. has been denied by DOT. The developer has purchased two adjacent lots on SW Kenwick Ave. designated residential and wishes to change the zoning on these lots to CH. The access points would be from our neighborhood main entrance SW Brescia St. **with commercial property entrance and exits on my residential street, SW Kenwick Ave.**

Traffic into our neighborhood is quite busy, with SW Brescia St. being our main points of entrance and exit. It is already difficult to enter and exit my driveway with the traffic we have now. We and our neighbors enjoy the convenience and easy access to I-95. These streets also are main routes for children to walk to their bus stops and buses to drive their routes. This commercial development would bring a tremendous increase in traffic into our neighborhood and our street. It would prohibit the activities the residents purchased their homes to enjoy (walking, jogging, biking, nature/bird watching and easy access to I-95) and would negatively impact the quality of life and property values we enjoy in our neighborhood.

There are many other sites on SW Gatlin Blvd. that would provide better access to any commercial development, with much easier access. Myself and my neighbors oppose any commercial development in our neighborhood, We believe the best use of these lots would be to remain residential to keep with the residential homes already in place in our neighborhood, the beauty of the natural landscape and preserve the natural habitat of our native animals (turtles, rabbits, bobcats, racoons and birds).

I invite you to come visit our neighborhood at peak rush hours (6:30 -9:00am and 4:00-7:00pm) and on the weekend days.

Sincerely,

Marianne P. Richard

Marianne P. Richard

cc: City of Port St. Lucie City Council

OPPOSING REQUEST TO CHANGE GATLIN STREET/ BRESCIA RM/RS-2 RESIDENTIAL LAND INTO OSC AND HIGHWAY COMMERCIAL

RECEIVED
MAY 04 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Ms Rebecca Mapp
2201 SW Gray Beal ave
PSL, FL 34953

SSCPA:P16-047, P16-048,P16-050(BRESCIA STREET PARCELS 12-19/14-17

May 2, 2016

CITY OF PSL PLANNING & ZONING DEPT
121 SW Port Saint Lucie Blvd
PSL, FL 34984

Dear Planning & Zoning Dept

I am Ms Mapp, I reside at the above address. 10 years ago I was looking for residential only home sites that commercial industries would not swallow up. I found Gatlin Blvd that was zoned Only Residential .
I purchased a lot and built my home.
Fast forward, Mr Daryl M. Carter request to amend the City of PSL Comprehensive Plan by changing the future land use to designation of property located at Northwest corner of Kenwick ave and Brescia Street, and legally describe as ***P16-047and P16-048 -PSL Section 35, Block 1731, Lots 12-19, from RM (Medium Density Residential) to OSC (Open Space Conservation) /P16-050 change from RS-2 to CH(Highway Commercial) Section 35, Block 1732, lots 14-17***
The IMPOSING PROBLEMs: Commercial Businesses in this area would cause gridlock and triple traffic flow. DOT has denied them consistently access from Gatlin Blvd., due to the too close proximity to I-95 and the nort h bound entrance ramp.
This will have an adverse impact on resident's family and children peaceful quality way of life that resides off of Gatln and Brescia.

Thank You,

Sincerely,

Signature

RECEIVED

MAY 04 2016

DEPARTMENT
OF BUSINESS

4-30-16

City of Port St Lucie

You can get coffee at all gas
tation, McDonald, Burger King. We don't
ed to tear up the landscape on Galten
st to have another coffee. It doesn't add
y beauty to the city just more trash
: throw out

Thank

Ruth H Turner
24811 S.W Galissie St
P S Lucie, Fla
94953

RECEIVED

MAY 0 9 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

, 201 6

City of Port St. Lucie
Mayor and City Council
121 SW Port St. Lucie Blvd.
Bldg,. A
Port St. Lucie, FL 34984

and

City of Port St. Lucie
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

Re: Commercial Development of SW Gatlin Blvd., SW Brescia Ave/.
SW Kenwick Ave., and SW Elmwood Ave.
P16-047; P16-048; P16-050

Dear Mayor, Council Members, and City Planner:

Once again, we have been contacted by the potential commercial buyer of the 4 lots on the corner of SW Gatlin Blvd. and SW Brescia Ave. and the 4 residential lots on SW Kenwick Ave. and 4 residential lots on SW Elmwood Ave. Again, the real estate broker is attempting to sell these properties for commercial development.

We oppose any commercial development in our neighborhood for many reasons:
one Increased traffic entering and exiting our neighborhood on our only main road into our neighborhood and the entrance ramp to I-95 North.

two Decrease in our property values with encroachment of commercial development into our neighborhood.

three The displacement of the many forms of protected wildlife (bobcats, sandhill cranes, turtles, panther, bird estuaries, armadillos, possums, wild rabbits, squirrels and raccoons) on the lots on SW Kenwick Ave. and SW Elmwood Ave.

Four Negative impact on our safety and ability to enjoy the beauty of our neighborhood.

We invite you to visit our neighborhood and see the beauty and negative impact commercial development would create.

Sincerely,

Maureen Snider-Houghton
2434 SW Brescia St
PSL, FL 34953

RECEIVED

MAY 0 9 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: **November 28, 2016**
and Quasi-Judicial Hearing on:
December 12, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Ordinance: 16-83 City of PSL/Kenwick Avenue – Small Scale Comprehensive Plan Amendment (P16-139)

Submittal Date: 11/14/2016

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

BACKGROUND: This application will change the future land use of approximately 0.66 acres from OSR (Open Space Recreation) to CH (Highway Commercial). This property is currently owned by the City, and is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016 (a copy of this request is included in the staff report). The exact terms of this land swap are still to be ironed out, but the intention is to unify these 0.66 acres with the 0.77 acres directly to the east of this site, which is owned by Equitas. Incorporating this additional acreage will give the proposed commercial development enough property to have all its infrastructure on the same site. This application is being reviewed concurrently with P16-140 City of PSL/Kenwick Avenue Rezoning Application.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 8, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on November 1, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the north side of Gatlin Boulevard between Brescia Street and Interstate 95.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 8 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-83

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR CITY OF PORT ST. LUCIE – BRESCIA STREET (P16-139) TO CHANGE THE FUTURE LAND USE DESIGNATION OSR (OPEN SPACE RECREATION) TO CH (HIGHWAY COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1732, LOTS 12, 13, 18, AND 19, LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD JUST WEST OF BRESCIA STREET; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie, being the owner of property legally described as Port St. Lucie Section 35, Block 1732, Lots 12, 13, 18, and 19,and located on the north side of Gatlin Boulevard just west of Brescia Street, submitted an application for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 0.66 acres from the future land use designation of OSR (Open Space Recreational) to the future land use designation of CH (Highway Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-139) to the Comprehensive Plan and submitted its recommendations

thereon to the City Council; and

WHEREAS, the City Council held a public hearing on December 12, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-139) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 0.66 acres of land legally described as Port St. Lucie Section 35, Block 1732, Lots 12,13, 18, and 19 and located on the north side of Gatlin Boulevard, just west of Brescia Street by changing the future land use designation from OSR (Open Space Recreational) to the future land use designation of CH (Highway Commercial) with the following condition:

- A unity of title to unify these parcels with Lots 14, 15, 16, and 17 must be completed prior to the approval of any site plan for these lots.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have

passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

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

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING & ZONING BOARD - MEETING OF NOVEMBER 1, 2016

FROM: JOHN FINIZIO, PLANNER

RE: CITY OF PSL/KENWICK AVENUE
COMPREHENSIVE PLAN AMENDMENT APPLICATION –
SMALL SCALE
PROJECT NO. P16-139

DATE: OCTOBER 18, 2016

PROPOSED PROJECT: This application will change the future land use of approximately 0.66 acres from OSR (Open Space Recreation) to CH (Highway Commercial). This property is currently owned by the City, and is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016 (a copy of this request is included in the staff report). The exact terms of this land swap are still to be ironed out, but the intention is to unify these 0.66 acres with the 0.77 acres directly to the east of this site, which is owned by Equitas. Incorporating this additional acreage will give the proposed commercial development enough property to have all its infrastructure on the same site.

APPLICANT/OWNER: The City of Port St. Lucie.

LOCATION: This property is located on the north side of Gatlin Boulevard between Brescia Street and Interstate 95.

LEGAL DESCRIPTION: Port St. Lucie Section 35, Block 1732, Lots 12, 13, 18, & 19.

SIZE: These four (4) lots are approximately 0.66 acres in size.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RM	RS-2	Vacant lots
S	CH	PUD	Existing commercial center
E	CH	RS-2	Vacant lots
W	OSR	RS-2	Vacant lots

EXISTING LAND USE DESIGNATION: OSR (Open Space Recreational).

REQUESTED LAND USE DESIGNATION: CH (Highway Commercial).

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utility System Department will provide water and sewer service for this project. A breakdown of the potable water and wastewater demand for the existing land use is as follows:

Currently, this property has an OSR Land Use Designation, which greatly limits development for this site. Therefore, water usage on the site is currently negligible.

Portable water and wastewater demand for the proposed land is as follows:

Water Calculations for proposed future land use (CH)					
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
CH	2,500	125	**313**	**106.25**	**266**

The proposed comprehensive plan amendment will result in an increase in water and wastewater demand.

Transportation: The number of vehicle trip ends projected to be generated from the existing future land use is negligible. The property is currently zoned RS-2 (Single Family Residential), with an OSR (Open Space Recreation) Land Use. Using the existing zoning designation, vehicle trip ends for this property will be approximately 11 a.m. peak hour trips, and 3 p.m. peak hour trips (ITE, Land Use Code 210 (Single Family Detached Housing)).

The proposed CH Land Use will permit a number of high traffic generators, in particularly a coffee shop, which is the intention of the adjacent owner. Using the classification for a coffee/donut shop, the projected vehicle trips generated from the proposed land use will be approximately 281 a.m. peak hour trips, and 90 p.m. peak

hour trips. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition."

Traffic Analysis for proposed land use (CH)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
937	Coffee/Donut Shop	2,500	Average Rate = 112.32	**281**	Average Rate = 36.16	**90**
Total				**281**		**90**

As expected, changing the land use to Highway Commercial will see a marked increase in vehicle trip ends. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition". This represents a net increase of approximately 281 a.m. peak hour trips and 90 p.m. peak hour trips onto the surrounding streets, in particular Kenwick Avenue and Brescia Street.

Parks/Open Space: Changing the future land use to CH will prohibit residential development on these parcels, therefore, parkland would not be required for this project.

Schools: Since there is no residential component to this project, school concurrency will not apply.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: An environmental study and tree survey will be required as part of the site plan process. All environment information will be reviewed during site plan review process and any and all environmental issues will be addressed at that time. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and any and all exotic vegetation will be required to be removed.

Flood Zone: This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 17 which is located at 10240 SW Village Parkway. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. As this proposed Comprehensive Plan Amendment is for a drainage pond, the Fire District's service commitments to this project are not expected to be adversely impacted.

Compatibility Analysis: Adding this additional acreage to the commercial development on the corner of Gatlin and Brescia will provide a number of benefits that wouldn't exist otherwise. These improvements include a site that is better equipped to adequately buffer itself from the surrounding residential development, as well as some off-site road improvements that the applicant has agreed to provide. The exact nature of these off-site improvements will be examined during the site plan process.

However, this comprehensive plan amendment is only compatible with the surrounding area if these lots are joined with the four corner commercial lots. Therefore, staff is only recommending approval with the condition that these lots will need to be unified with the four commercial lots on the corner of Gatlin Boulevard and Brescia Street, and cannot act as a stand alone development.

In addition, adequate buffering will be required to ensure that any commercial activity does not adversely affect the existing residential development to the north of this property.

Justification/Mitigation: There are Policies, and Objectives identified in the City of Port St. Lucie's Comprehensive Plan which justify this small scale comprehensive plan amendment. This includes Objective 1.1.8, and Policy 1.1.8.4. Objective 1.1.8 allows the City to initiate and utilize planning and development controls that discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance. Objective 1.1.8.4 allows for the expanding and defining of commercial nodes where appropriate and utilization of urban design standards and techniques to beautify and enhance community appearance along major corridors.

RELATED PROJECTS:

P16-048 – Brescia St. Parcels 12-19 Rezoning Application. This application will rezone 1.86 acres from RS-2 to OSC for conservation and drainage use. This application is being reviewed concurrently with this comprehensive plan amendment.

P16-049 – Brescia St. Parcels 12-19 Special Exception Use Application. This application is to permit a drainage area serving an adjacent development as per §158.101 (C) (2). This application will be reviewed at SPRC on April 27, 2016.

P16-050 – Brescia St. Parcels 14-17 Rezoning Application. This application is to rezone 0.7 acres from RS-2 to CH. This application is being reviewed concurrently with this comprehensive plan amendment.

STAFF RECOMMENDATION:

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

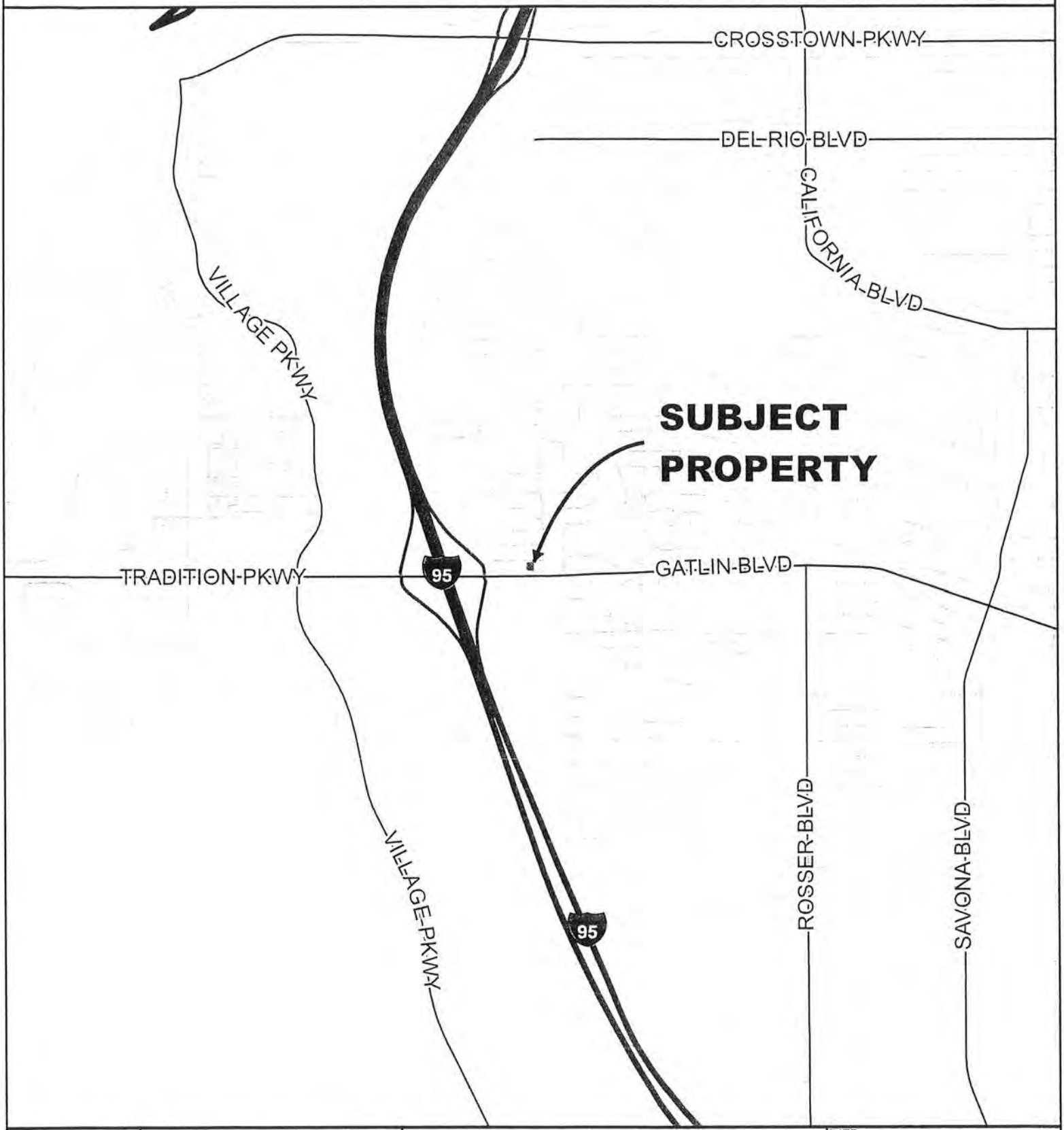
- A unity of title to unify these parcels with Lots 14, 15, 16, and 17 must be completed prior to the approval of any site plan for these lots.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

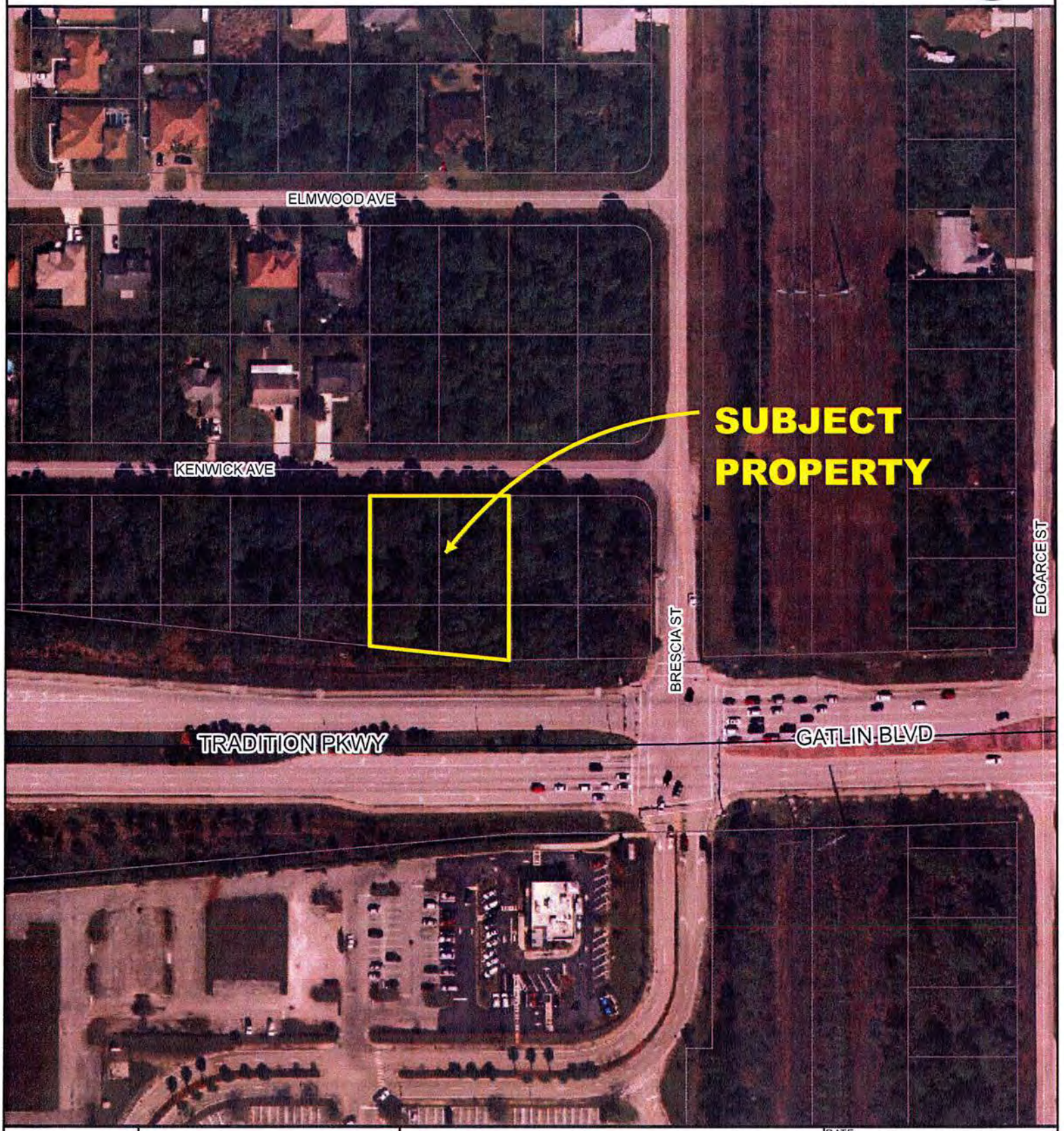
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



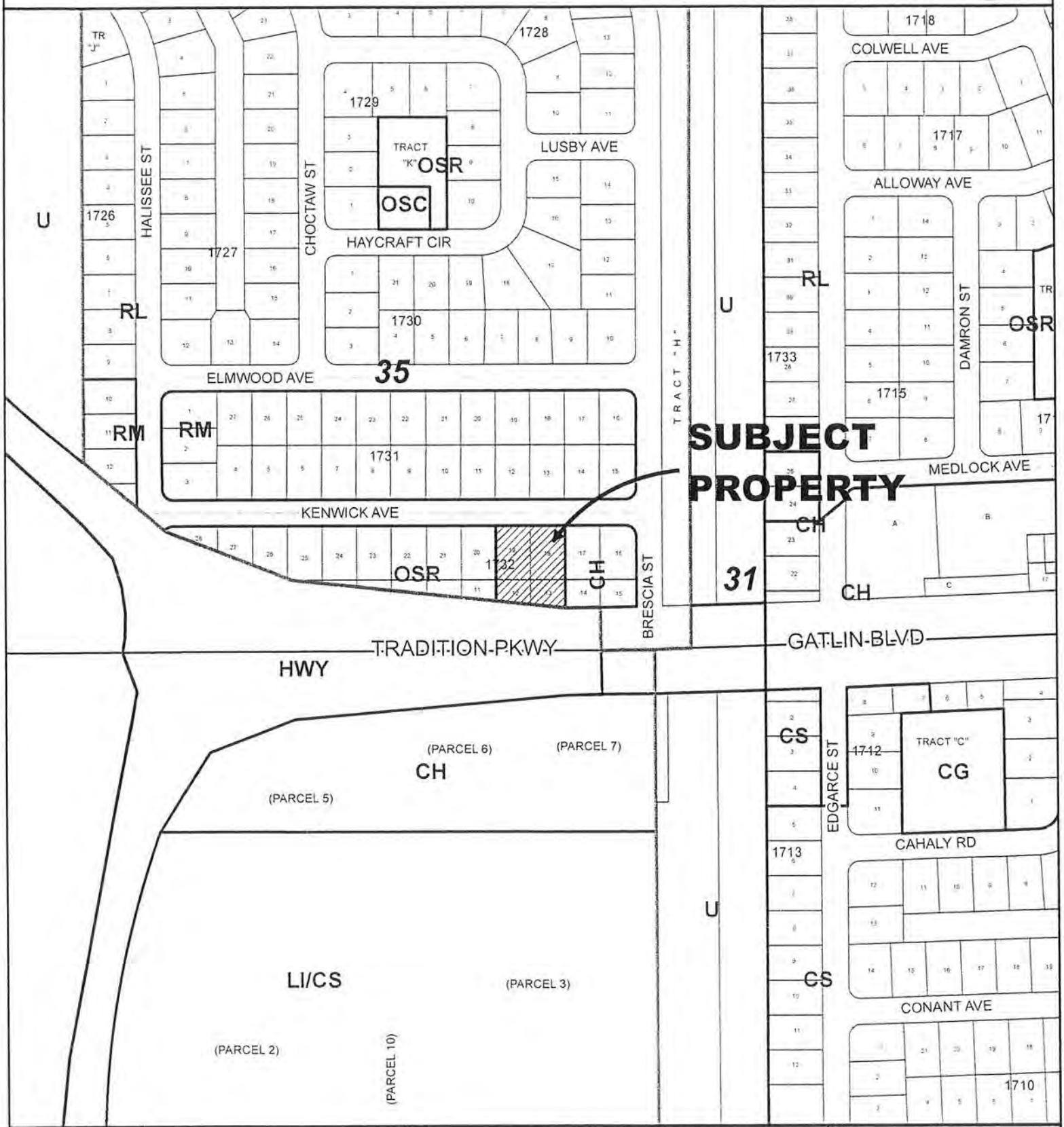
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19	DATE: 10/13/2016 APPLICATION NUMBER: P16-139 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



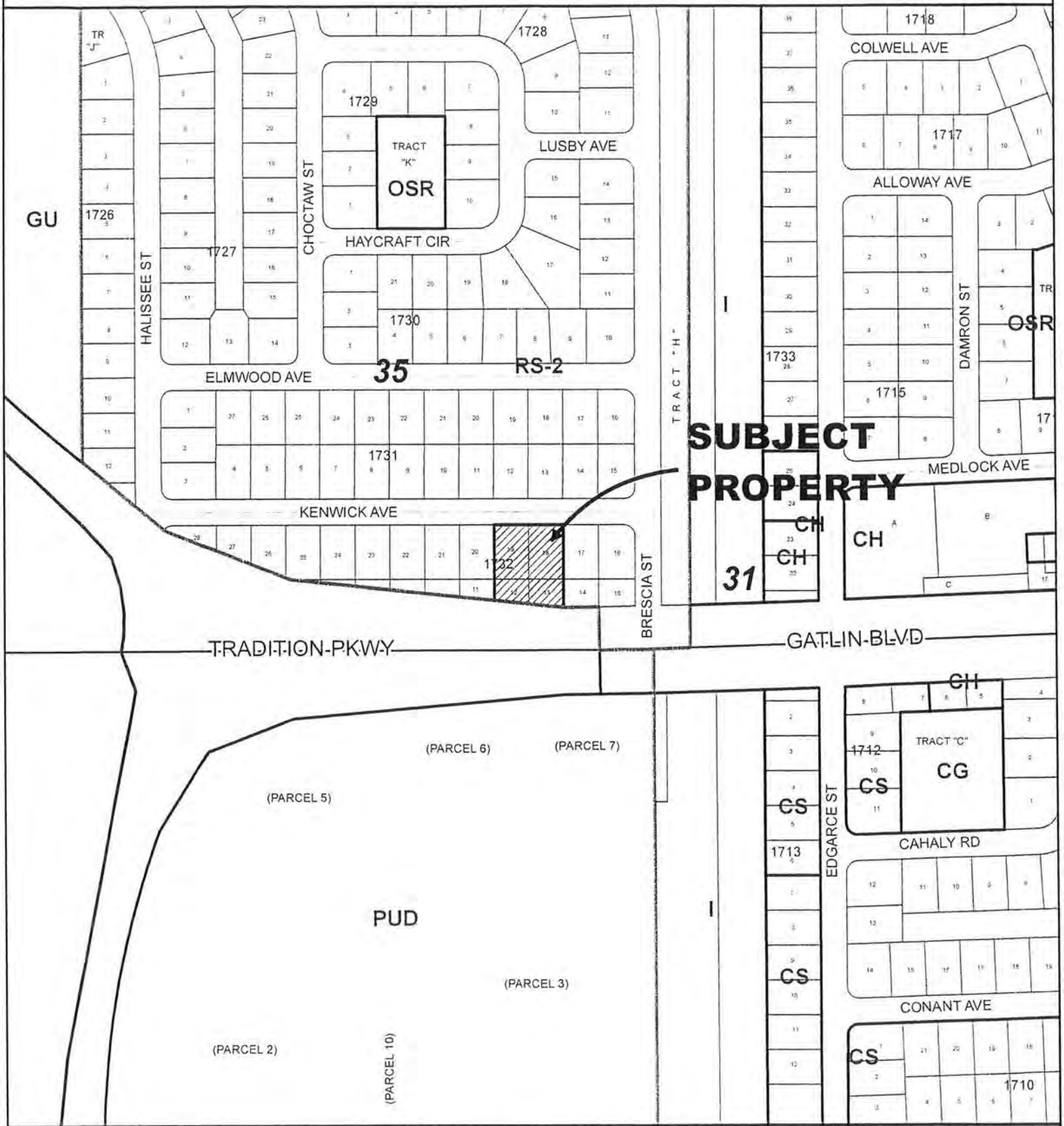
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19 AERIAL DATE 2014	DATE: 10/13/2016 APPLICATION NUMBER: P16-139 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19	DATE: 10/13/2016 APPLICATION NUMBER: P16-139 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19	DATE: 10/13/2016 APPLICATION NUMBER: P16-139 USER: patricias SCALE: 1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept P16-139
Fee (Nonrefundable)$ _____
Receipt # _____

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: _____

PROPERTY OWNER

Name: City of Port St. Lucie
Address: 121 SW Port St. Lucie Blvd

Telephone No.: _____ Fax No.: _____

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: _____
Address: _____

Telephone No.: _____ Fax No.: _____

AGENT OF OWNER (if any)

Name: City of PSL P&Z Department
Address: 121 SW Port St. Lucie Blvd

Telephone No.: (772) 871-5212 Fax No.: _____

PROPERTY INFORMATION

Boundary Description (attach map) PSL Section 35, Block1732, Lots 12, 13, 18 & 19
Property Tax I.D. Number 342067002370008, 342067002440000, 342067002450007
Current Land Use OSR Proposed Land Use CH
Current Zoning RS-2 Acreage of Property 0.66

Reason for Comprehensive Plan Amendment:
So these four (4) lots will have the same land use as the four (4) lots on the corner of Gatlin Blvd and Brescia St. This is important if these four lots are going to be incorporated and become part of the commercial development on that corner.

*Signature of Owner — PATRICIA ROEBLING Hand Print Name — 9/23/16 Date

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

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

DEAN
MEAD

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
P.O. Box 2757 (ZIP 34954)
Fort Pierce, FL 34947

(772) 464-7700
(772) 464-7877 Fax
www.deanmead.com

Attorneys and Counselors at Law
Orlando
Fort Pierce
Gainesville
Tallahassee
Tampa
Viera/Melbourne

W. LEE DOBBINS
LDobbins@deanmead.com

Received
AUG 29 2016
City of Port St. Lucie
City Council

August 24, 2016

VIA EMAIL AND U.S. MAIL
Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

Re: Proposed Starbucks at the Northwest corner of Brescia Street and Gatlin Blvd

Dear Mayor:

I am sending you this letter on behalf of Equitas Management Group, LLC ("Equitas"). Equitas has a contract to purchase the vacant lot on the northwest corner of Brescia Street and Gatlin Blvd (shown as Parcel 1 on the attached sketch), and has been working through the City approval process for the construction of a Starbucks on that corner. Their plan includes the development of 8 lots on the North side of Kenwick Avenue, which Equitas also has under contract (shown on the attached sketch as Parcel 2), as a drainage/retention parcel for the project.

After consulting with the residents living near Parcel 2 and with City Staff, Equitas would like to propose a "land swap" with the City, whereby Equitas would have Parcel 2 conveyed to the City and in return the City would convey to Equitas land on Gatlin Blvd (shown as Parcel 3 on the attached sketch). Equitas could then use Parcel 3 for drainage/retention and the City could keep Parcel 2 as a conservation or recreation tract for the benefit of the adjoining neighborhood. Equitas proposes that the land swap could be accomplished through the following steps:

- City Council approval of the land swap as set forth in this letter in concept at a public meeting.
- Equitas will draft a Contract setting forth the terms of the land swap for review and approval by the City Attorney. The Contract would provide that the closing of the land swap would be contingent upon (a) Equitas providing the City with real estate broker opinions of value for Parcel 2 and Parcel 3 (at no cost to the City) that are satisfactory to the City, (b) Equitas providing the City with a survey

A Member of ALFA International – The Global Legal Network

(at no cost to the City) describing the exact boundaries for Parcel 3 (approximately .66 acres), and (c) the City amending the future land use and zoning of Parcel 3 to CH land use and CH zoning (at no cost to Equitas).

- Upon approval of the proposed Contract by the City Council, the City and Equitas will sign the Contract.

- After all contingencies under the Contract have been met, a closing will be held. At closing, simultaneously (a) Equitas will assign its contract to purchase Parcel 2 to the City, (b) Equitas will pay the purchase price for Parcel 2, (c) Parcel 2 will be conveyed to the City, and (d) the City will convey Parcel 3 to Equitas. Equitas will provide the City with a title insurance policy for Parcel 2, at Equitas' cost. Equitas will pay all closing costs, including the recording fees and documentary stamp taxes.

- After the closing, the City will rezone Parcel 2 for conservation or recreation and Equitas will seek site plan approval for Parcel 1 and Parcel 3.

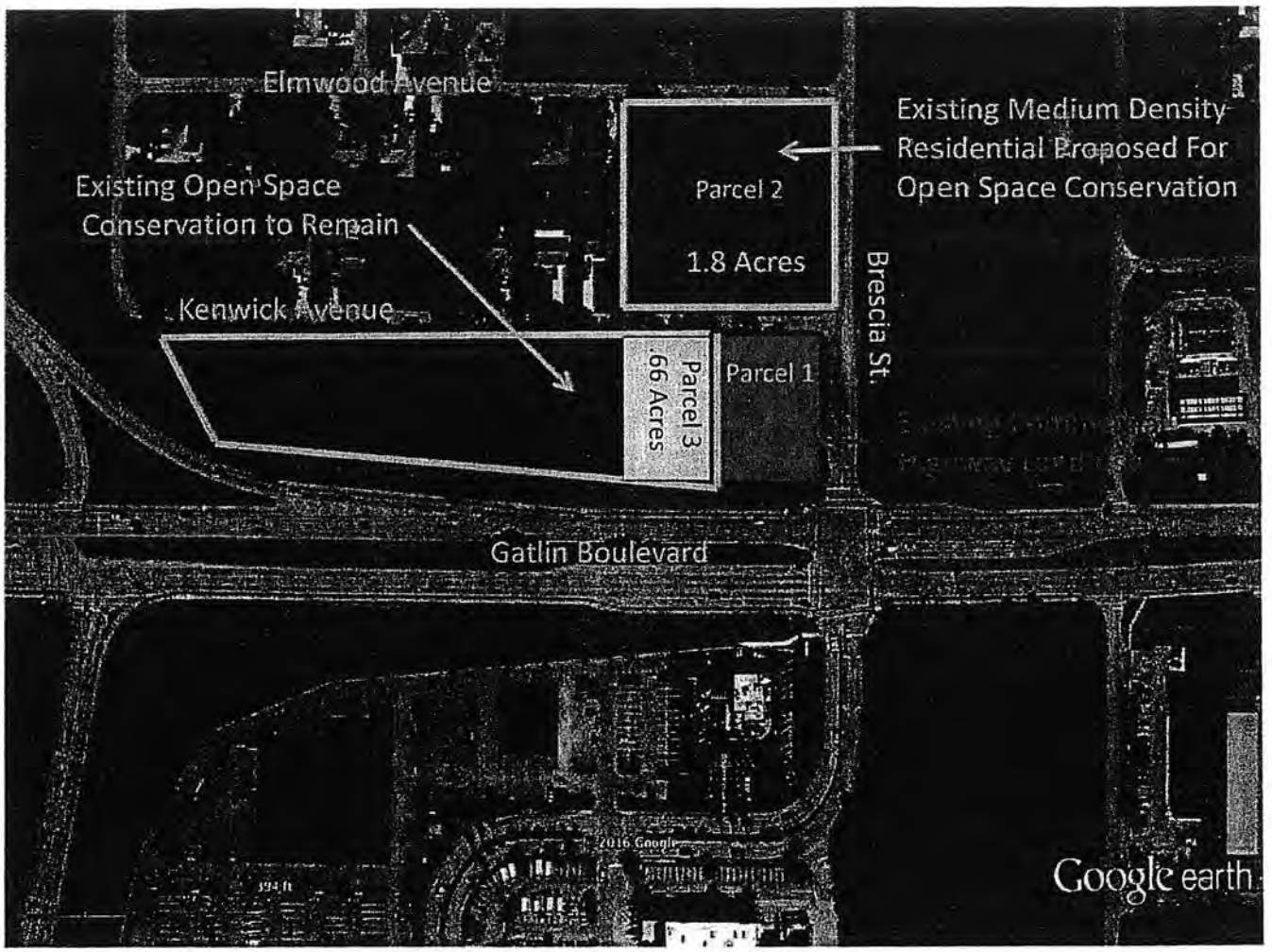
We hereby request that the City Council approve in concept the proposed land swap, as set forth above. If possible, we would like this item to be placed on the September 12 City Council agenda. Thank you for your assistance in trying to reach an agreement that is beneficial to all of the parties.

Best regards,

W. Lee Dobbins

WLD:sh
cc: Hal Dodt (via email / with enclosures)
Patty Tobin (via email / with enclosures)
Daniel Holbrook (via email / with enclosures)
Vice Mayor Linda Bartz (via email / with enclosures)
Councilwoman Michelle Berger (via email / with enclosures)
Councilwoman Shannon Martin (via email / with enclosures)
Councilman Ron Bowen (via email / with enclosures)

EXHIBIT "A"


Elmwood Avenue
Existing Open Space
Conservation to Remain
Kenwick Avenue
Parcel 2
1.8 Acres
Existing Medium Density
Residential Proposed For
Open Space Conservation
Brescia St.
Parcel 1
Parcel 3
.66 Acres
Gatlin Boulevard
© 2016 Google
Google earth

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, November 08, 2016 2:45 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 1745_001.pdf

Hey John –
One change/correction. See attached.
Rest are approved.
Thanks,
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1969
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error,
please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, November 02, 2016 2:51 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

It was good to see you yesterday, hopefully everything is going well. I have some ordinances that I need you to review for the upcoming CC meeting of the November 28th. Yes, it is those CPA and rezoning applications that I presented yesterday. Let me know if you have any questions or concerns. Thanks Tom.

1. P16-139 Kenwick Ave Small Scale CPA
2. P16-140 Kenwick Ave Rezoning Application
3. P16-154 Gatlin Blvd Small Scale CPA
4. P16-155 Gatlin Blvd Rezoning Application
5. P16-170 Callas Holdings CPA

John

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10C
Meeting Date: **November 28, 2016**
and Quasi-Judicial Hearing on:
December 12, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Ordinance: 16-84 City of PSL/Kenwick Avenue – Rezoning Application (P16-140)

Submittal Date: 11/14/2016

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

BACKGROUND: This application will change the zoning designation on approximately 0.66 acres from RS-2 (Single Family Residential) to CH (Highway Commercial). This property is currently owned by the City, and is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016 (a copy of this request is included in the staff report). The exact terms of this land swap are still to be ironed out, but the intention is to unify these 0.66 acres with the 0.77 acres directly to the east of this site, which is owned by Equitas. Incorporating this additional acreage will give the proposed commercial development enough property to have all its infrastructure on the same site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 8, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on November 1, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the north side of Gatlin Boulevard between Brescia Street and Interstate 95.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 5 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-84

AN ORDINANCE TO REZONE 0.66 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD, WEST OF BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CH (HIGHWAY COMMERCIAL) FOR A PROJECT KNOWN AS CITY OF PORT ST. LUCIE – BRESCIA STREET, P16-140; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Port St. Lucie seeks to rezone 0.66 acres of property located on the north side of Gatlin Boulevard, west of Brescia Street and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CH (Highway Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on November 1, 2016 to consider the rezoning application (P16-140), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on December 12, 2016 to consider the rezoning application (P16-140), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 35, Block 1732, Lots 12, 13, 18, & 19, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CH (Highway Commercial).

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

ORDINANCE 16-84

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

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **JOHN FINIZO, PLANNER**

RE: **CITY OF PORT ST. LUCIE/KENWICK AVENUE REZONING APPLICATION PROJECT NO. P16-140**

DATE: **OCTOBER 20, 2016**

PROPOSED PROJECT: This application will change the zoning designation on approximately 0.66 acres from RS-2 (Single Family Residential) to CH (Highway Commercial). This property is currently owned by the City, and is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016 (a copy of this request is included in the staff report). The exact terms of this land swap are still to be ironed out, but the intention is to unify these 0.66 acres with the 0.77 acres directly to the east of this site, which is owned by Equitas. Incorporating this additional acreage will give the proposed commercial development enough property to have all its infrastructure on the same site.

APPLICANT/OWNER: City of Port St. Lucie.

LOCATION: This property is located on the north side of Gatlin Boulevard between Brescia Street and Interstate 95.

LEGAL DESCRIPTION: Port St. Lucie Section 35, Block 1732, Lots 12, 13, 18, & 19.

SIZE: These four (4) lots are approximately 0.66 acres in size.

EXISTING ZONING: RS-2 (Single Family Residential)

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RM	RS-2	Vacant lots
S	CH	PUD	Existing commercial center
E	CH	RS-2	Vacant lots
W	OSR	RS-2	Vacant lots

REQUESTED ZONING: CH (Highway Commercial).

FUTURE LAND USE: OSR (Open Space Recreational).

IMPACTS AND FINDINGS:

Land Use Consistency: Rezoning this property from RS-2 (Single Family Residential) to CH (Highway Commercial) is not expected to have an adverse impact on the surrounding neighborhood, and is consistent with the properties of the City Comprehensive Plan.

This rezoning application is being reviewed concurrently with a small scale comprehensive plan amendment to change the future land use of this property from OSR (Open Space Recreation) to CH (Highway Commercial) (P16-139 City of PSL/ Kenwick Avenue Small Scale Comprehensive Plan Amendment).

Compliance With Conversion Area Requirements: This property is not included in the City's Conversion Area. The intention is to unify it with 0.77 acres of property on the corner of Gatlin Boulevard and Brescia Street, which is in the conversion area.

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development.

Environmental: An environmental study and tree survey will be required as part of the site plan process. All environment information will be reviewed during site plan review process and any and all environmental issues will be addressed at that time. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and any and all exotic vegetation will be required to be removed.

School Concurrency: Since there is no residential component to this project, school concurrency will not apply.

Other: As required by §158.126 (L), an approved site plan is required before any on-site and off-site improvements can be made to ensure compliance with all City rules and regulations.

In addition, adequate buffering will be required to ensure that any commercial activity does not adversely affect the existing residential development to the north of this property.

All properties are to be combined by Unity of Title under one ownership, and a unity of title has been submitted to the legal department for processing.

STAFF RECOMMENDATION:

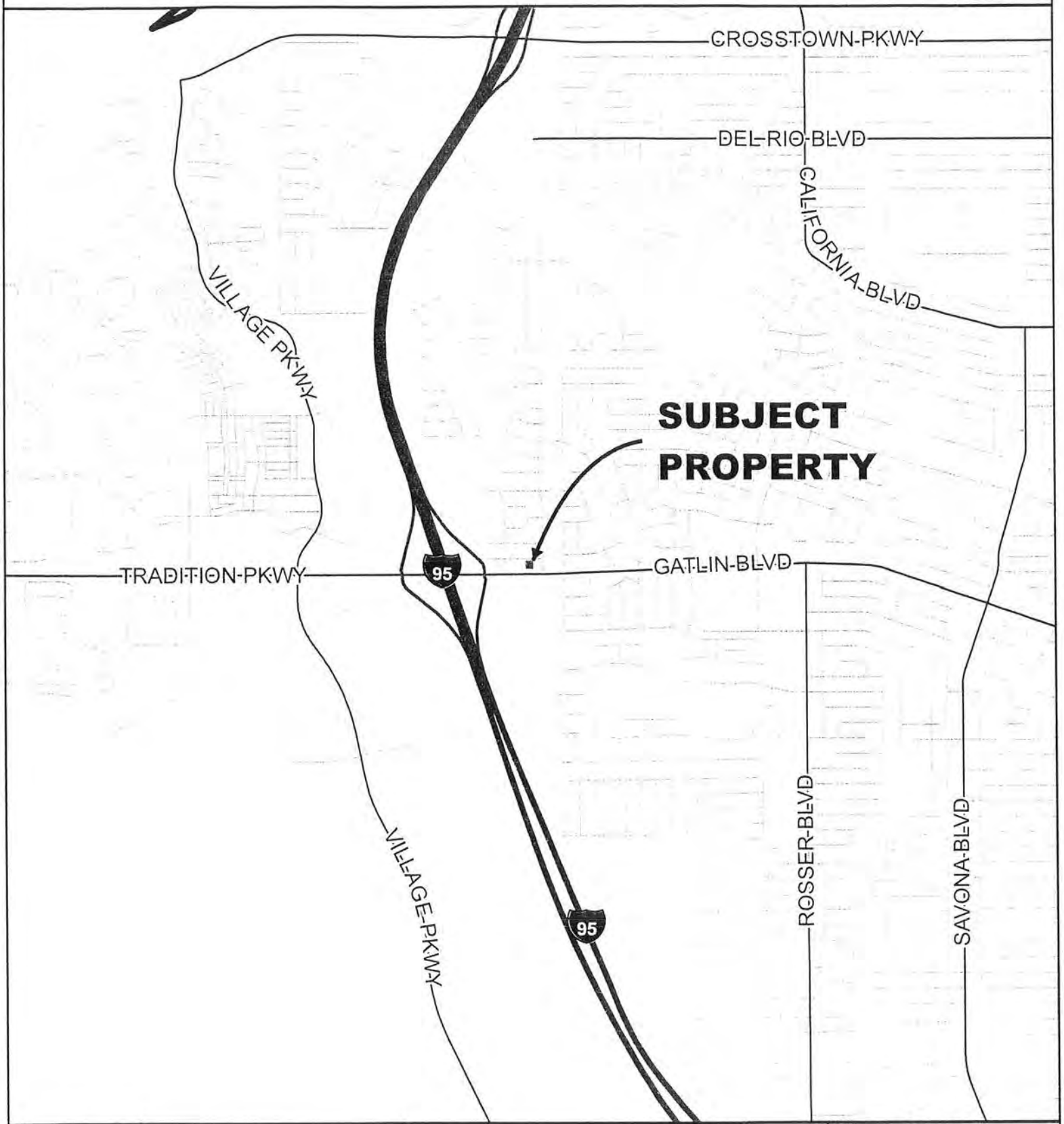
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

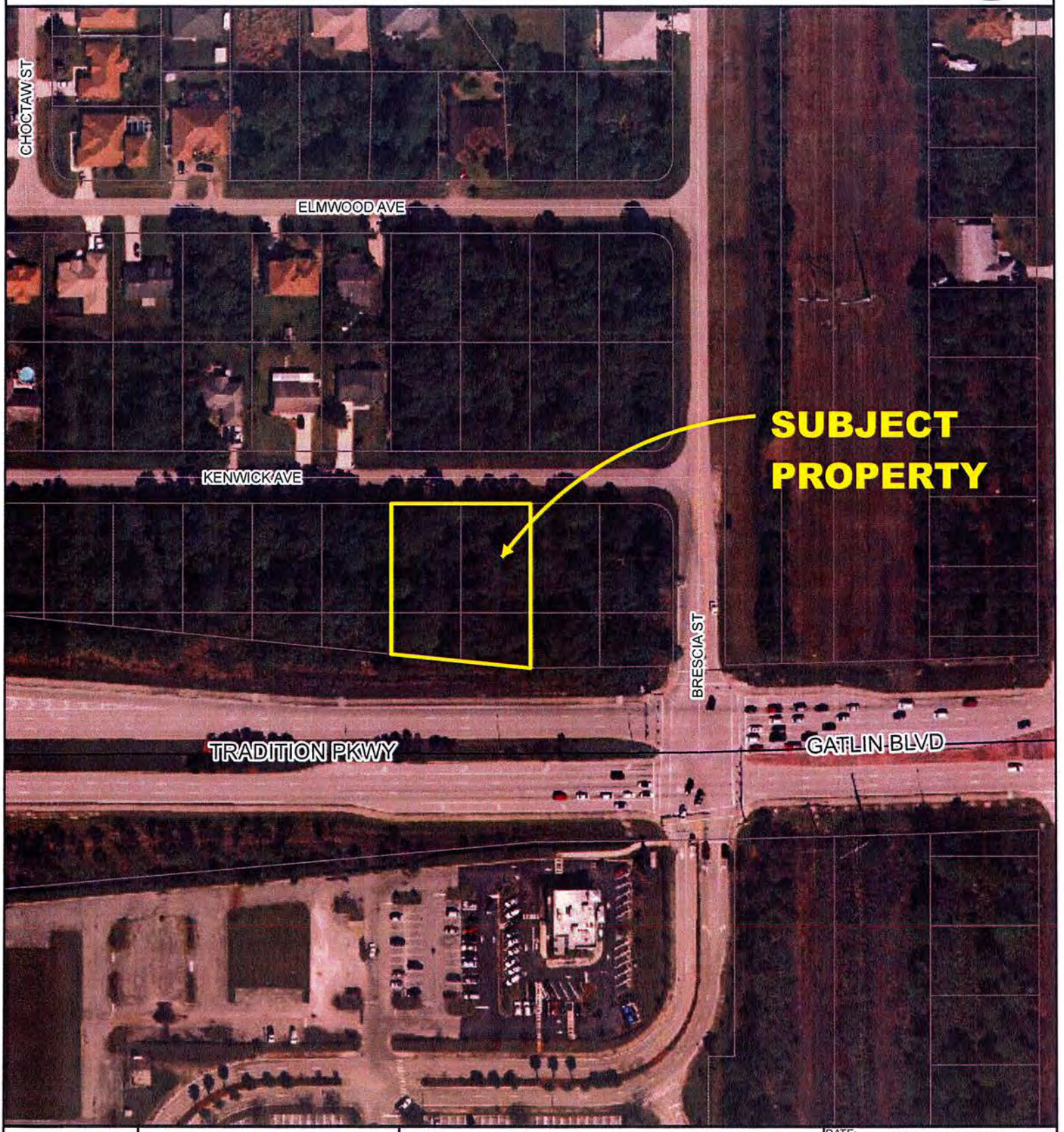
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



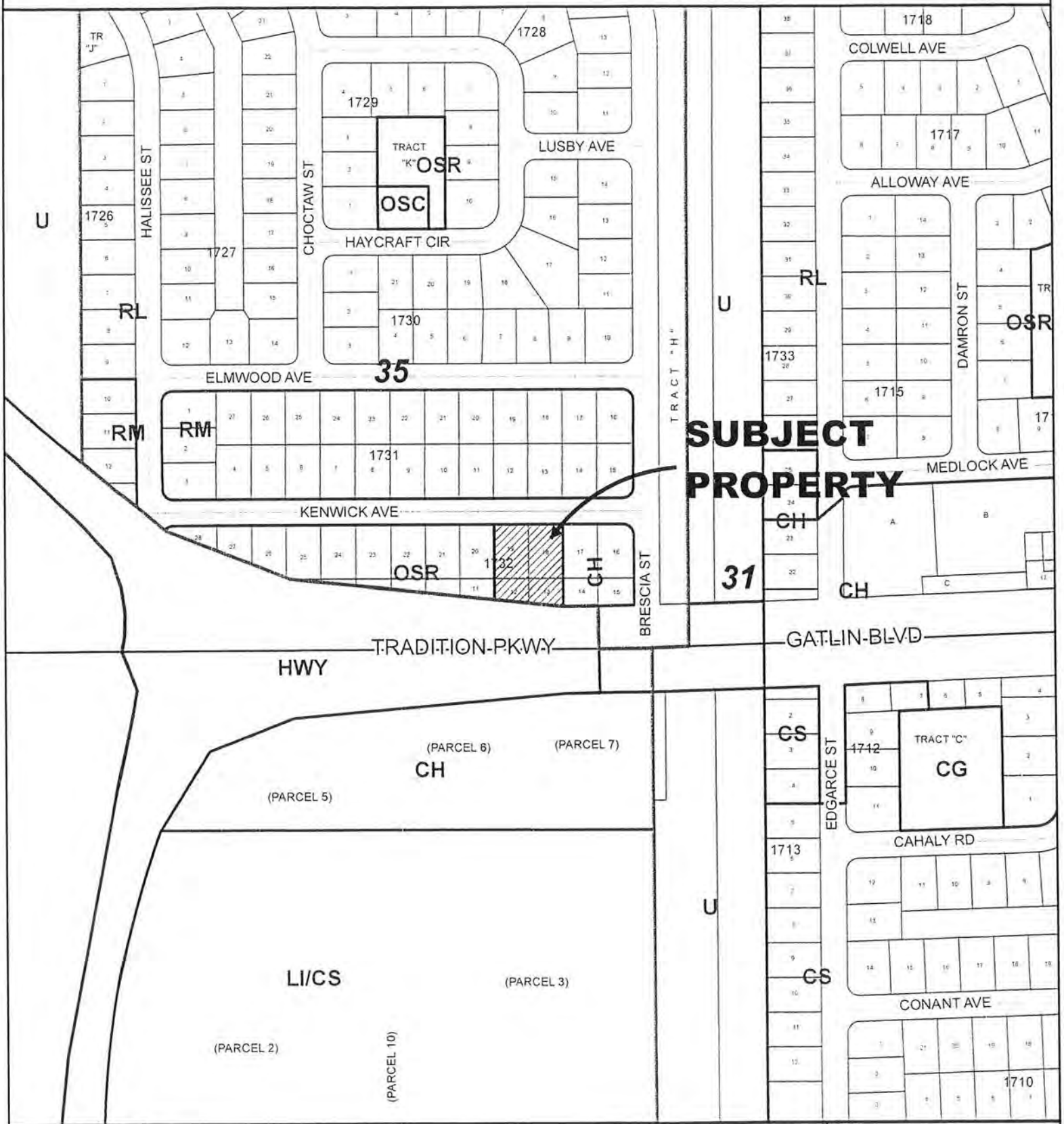
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19	DATE: 10/13/2016 APPLICATION NUMBER: P16-140 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



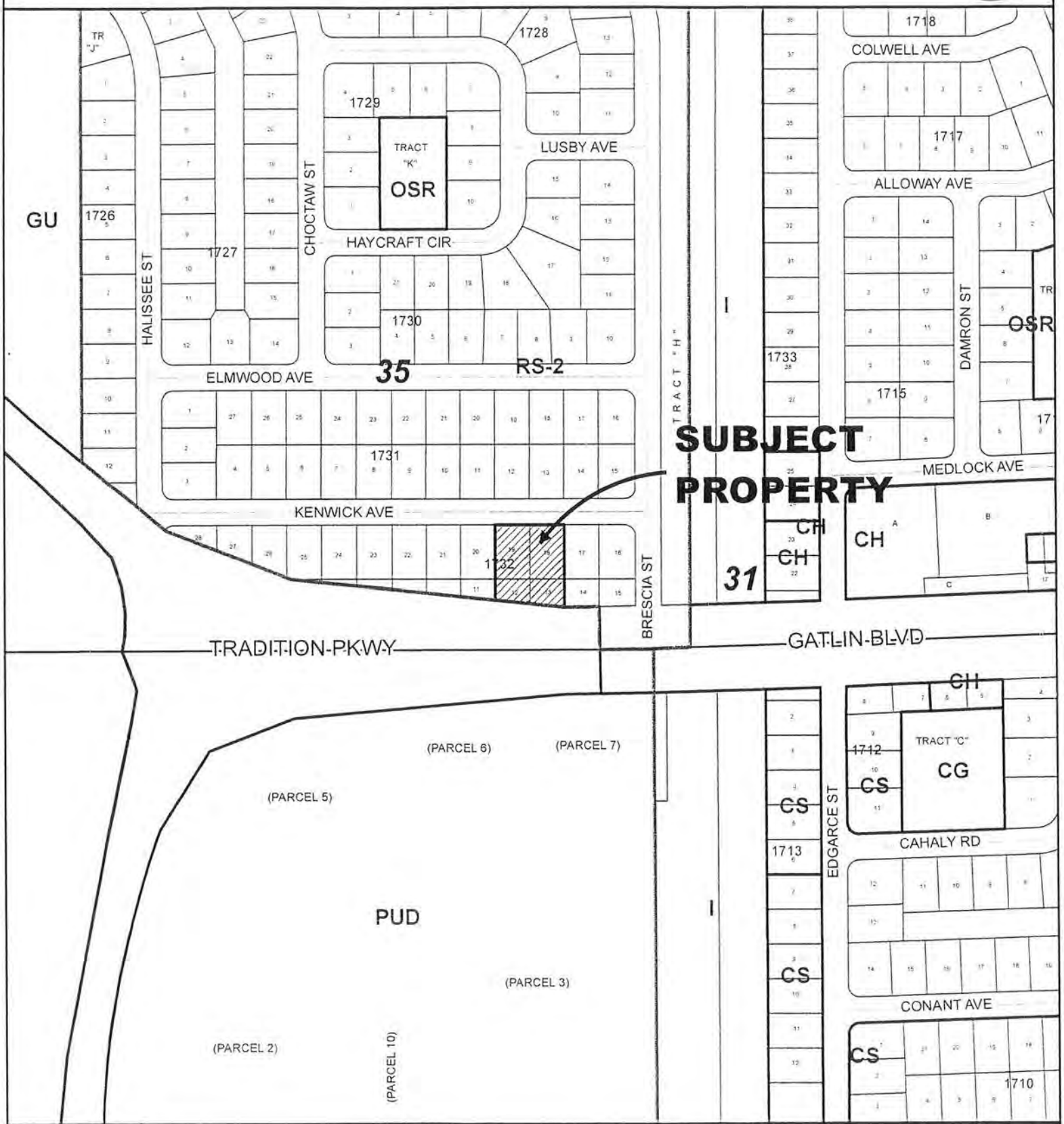
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19 AERIAL DATE 2014	DATE: 10/13/2016 APPLICATION NUMBER: P16-140 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19	DATE: 10/13/2016 APPLICATION NUMBER: P16-140 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONE CITY OF PORT ST. LUCIE - BRESCIA STREET SECTION 35, BLOCK 1732, LOTS 12, 13, 18 & 19	DATE: 10/13/2016 APPLICATION NUMBER: P16-140 USER: patricias SCALE: 1 in = 300 ft

REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. P16-140
Fee (Nonrefundable)$_____
Receipt #_____

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

PRIMARY CONTACT EMAIL ADDRESS: _____

PROPERTY OWNER:

Name: City of Port St. Lucie

Address: 121 SW Port St. Lucie Blvd.

Telephone No.: _____ FAX No.: _____

AGENT OF OWNER (if any)

Name: City of PSL P&Z Department

Address: 121 SW Port St. Lucie Blvd.

Telephone No.: (772) 871-5212 FAX No: _____

PROPERTY INFORMATION

Legal Description: PSL Section 35, Block 1732, Lots 12,13, 18 &19
(Include Plat Book and Page)

Parcel I.D. Number: 342067002370008, 342067002440000, 342067002450007

Current Zoning: RS-2

Proposed Zoning: Highway Commercial

Future Land Use Designation: CH Acreage of Property: 0.66

Reason for Rezoning Request:

So these four (4) lots will that the same zoning designation as the four (4) lots on the corner of Gatlin Blvd. and Brescia St. The intension is to add these four (4) lots to the four (4) lots that already have a Highway Commercial (CH) Zoning Designation, for a commercial development.

*Signature of Owner | Patricia Roebling Hand Print Name | 9/22/16 Date

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

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

DEAN MEAD

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
P.O. Box 2757 (ZIP 34954)
Fort Pierce, FL 34947

Attorneys and Counselors at Law
Orlando
Fort Pierce
Gainesville
Tallahassee
Tampa
Viera/Melbourne

(772) 464-7700
(772) 464-7877 Fax
www.deanmead.com

W. LEE DOBBINS
LDobbins@deanmead.com

Received
AUG 29 2016
City of Port St. Lucie
City Council

August 24, 2016

VIA EMAIL AND U.S. MAIL
Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

Re: Proposed Starbucks at the Northwest corner of Brescia Street and Gatlin Blvd

Dear Mayor:

I am sending you this letter on behalf of Equitas Management Group, LLC ("Equitas"). Equitas has a contract to purchase the vacant lot on the northwest corner of Brescia Street and Gatlin Blvd (shown as Parcel 1 on the attached sketch), and has been working through the City approval process for the construction of a Starbucks on that corner. Their plan includes the development of 8 lots on the North side of Kenwick Avenue, which Equitas also has under contract (shown on the attached sketch as Parcel 2), as a drainage/retention parcel for the project.

After consulting with the residents living near Parcel 2 and with City Staff, Equitas would like to propose a "land swap" with the City, whereby Equitas would have Parcel 2 conveyed to the City and in return the City would convey to Equitas land on Gatlin Blvd (shown as Parcel 3 on the attached sketch). Equitas could then use Parcel 3 for drainage/retention and the City could keep Parcel 2 as a conservation or recreation tract for the benefit of the adjoining neighborhood. Equitas proposes that the land swap could be accomplished through the following steps:

- City Council approval of the land swap as set forth in this letter in concept at a public meeting.
- Equitas will draft a Contract setting forth the terms of the land swap for review and approval by the City Attorney. The Contract would provide that the closing of the land swap would be contingent upon (a) Equitas providing the City with real estate broker opinions of value for Parcel 2 and Parcel 3 (at no cost to the City) that are satisfactory to the City. (b) Equitas providing the City with a survey

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(at no cost to the City) describing the exact boundaries for Parcel 3 (approximately .66 acres), and (c) the City amending the future land use and zoning of Parcel 3 to CH land use and CH zoning (at no cost to Equitas).

- Upon approval of the proposed Contract by the City Council, the City and Equitas will sign the Contract.

- After all contingencies under the Contract have been met, a closing will be held. At closing, simultaneously (a) Equitas will assign its contract to purchase Parcel 2 to the City, (b) Equitas will pay the purchase price for Parcel 2, (c) Parcel 2 will be conveyed to the City, and (d) the City will convey Parcel 3 to Equitas. Equitas will provide the City with a title insurance policy for Parcel 2, at Equitas' cost. Equitas will pay all closing costs, including the recording fees and documentary stamp taxes.

- After the closing, the City will rezone Parcel 2 for conservation or recreation and Equitas will seek site plan approval for Parcel 1 and Parcel 3.

We hereby request that the City Council approve in concept the proposed land swap, as set forth above. If possible, we would like this item to be placed on the September 12 City Council agenda. Thank you for your assistance in trying to reach an agreement that is beneficial to all of the parties.

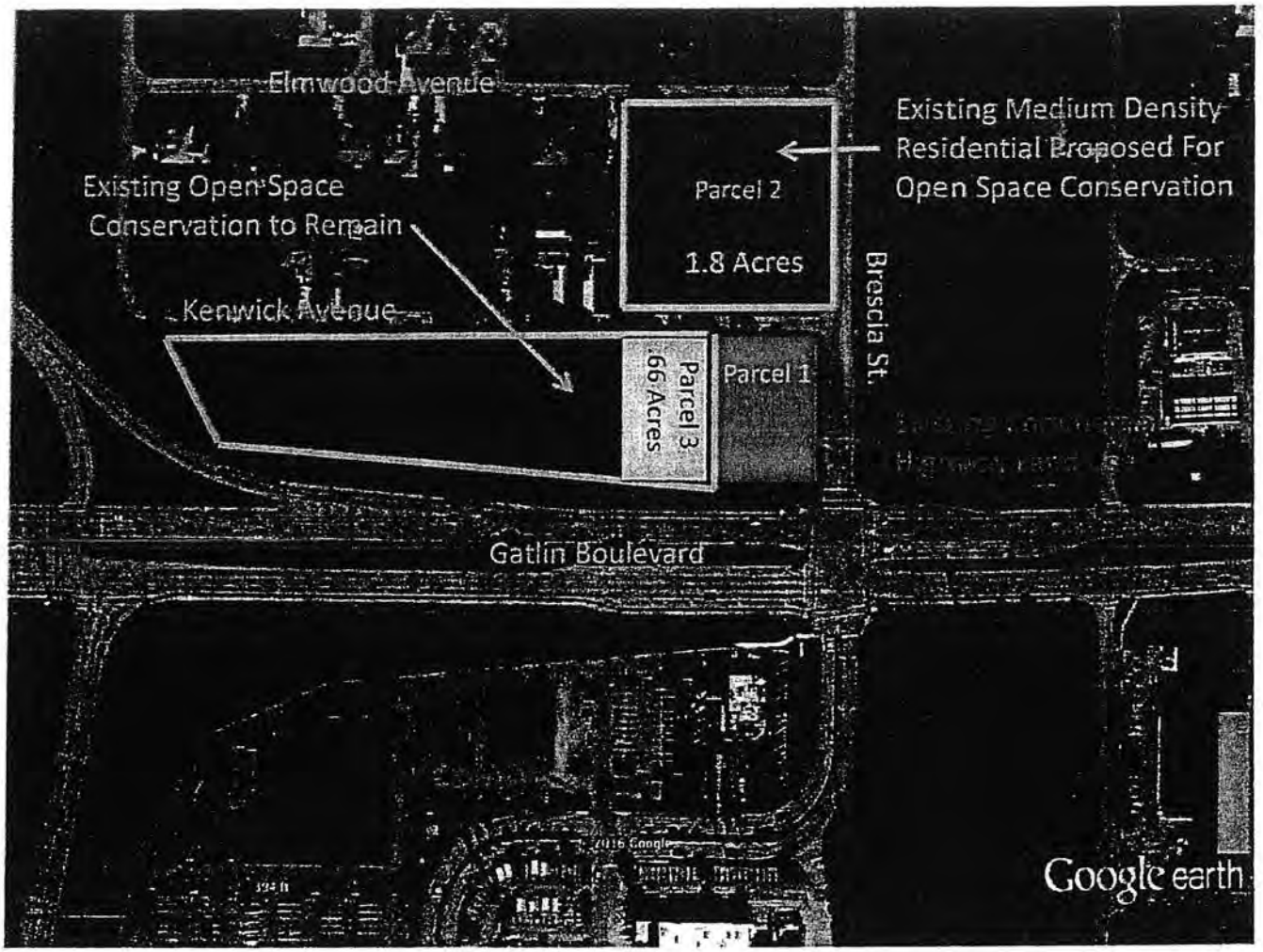
Best regards,

W. Lee Dobbins

WLD:sh

cc: Hal Dodt (via email / with enclosures)
Patty Tobin (via email / with enclosures)
Daniel Holbrook (via email / with enclosures)
Vice Mayor Linda Bartz (via email / with enclosures)
Councilwoman Michelle Berger (via email / with enclosures)
Councilwoman Shannon Martin (via email / with enclosures)
Councilman Ron Bowen (via email / with enclosures)

EXHIBIT "A"


Elmwood Avenue
Existing Medium Density Residential Proposed For Open Space Conservation
Existing Open Space Conservation to Remain
Parcel 2
1.8 Acres
Brescia St.
Kenwick Avenue
Parcel 1
Parcel 3
66 Acres
Gatlin Boulevard
Google earth

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, November 08, 2016 2:45 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 1745_001.pdf

Hey John –
One change/correction. See attached.
Rest are approved.
Thanks,
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW · Founded 1969
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www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, November 02, 2016 2:51 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

It was good to see you yesterday, hopefully everything is going well. I have some ordinances that I need you to review for the upcoming CC meeting of the November 28th. Yes, it is those CPA and rezoning applications that I presented yesterday. Let me know if you have any questions or concerns. Thanks Tom.

1. P16-139 Kenwick Ave Small Scale CPA
2. P16-140 Kenwick Ave Rezoning Application
3. P16-154 Gatlin Blvd Small Scale CPA
4. P16-155 Gatlin Blvd Rezoning Application
5. P16-170 Callas Holdings CPA

John

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10D
Meeting Date: **November 28, 2016**
and Quasi-Judicial Hearing on:
December 12, 2016

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Ordinance: 16-85 Brescia Street Lots 12-19 – Small Scale Comprehensive Plan Amendment (P16-047)

Submittal Date: 11/14/2016

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

BACKGROUND: This application will change the future land use of approximately 1.86 acres from RM (Medium Density Residential) to OSC (Open Space Conservation), so the property can be used as a conservation/buffer and drainage area to serve a future commercial development to the south. A rezoning application to Open Space Conservation (OSC) is being reviewed concurrently with this comp plan amendment.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on May 5, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on May 3, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the northwest corner of Kenwick Avenue and Brescia Street.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 6 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10D
DATE 11/18/16

ORDINANCE 16 -85

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR BRESCIA ST. PARCELS 12-19 (P16-047) TO CHANGE THE FUTURE LAND USE DESIGNATION RM (MEDIUM DENSITY RESIDENTIAL) TO OSC (OPEN SPACE CONSERVATION) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 35, BLOCK 1731, LOTS 12 - 19 AND LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from Daryl M. Carter (P16-047) for Port St. Lucie Section 35, Block 1731, Lots 12-19, at the northwest corner of Kenwick Avenue and Brescia Street, for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187, Florida Statutes, to change approximately 1.86 acres from the future land use designation of RM (Medium Density Residential) to the future land use designation of OSC (Open Space Conservation); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174, Florida Statutes,

and having held a public hearing thereon, has considered this proposed amendment (P16-047) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on December 12, 2016 (2nd Reading) to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-047) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 1.86 acres of land legally described as Port St. Lucie Section 35, Block 1731, Lots 12-19, on the northwest corner of Kenwick Avenue and Brescia Street by changing the future land use designation from RM (Medium Density Residential) to the future land use designation of OSC (Open Space Conservation).

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this

Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

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

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

pharmacist." Mr. Ofokansi stated, "I am the pharmacist." The Planning and Zoning Director said, "See, he is right here. He is representing the landowner." Chair Kurek explained, "Port St. Lucie Boulevard is basically a commercial road. It is becoming Commercial everywhere in some form or another. The mixed uses are much less intense than it would be if we were putting up a Walmart or a Target, which could be done. This has been in effect for six months. I don't know what the impact has been, but they are not selling groceries. It is strictly pharmaceutical-types of supplies. I don't see any reason not to approve it." Vice Chair Ojito said, "I agree. It is only 1,600 square feet, and won't generate that much traffic." Chair Kurek stated, "This is recommending approval to the City Council, which means the people that are objecting to this will have another chance to speak before the City Council on this item. We are just recommending approval to the City Council."

Vice Chair Ojito **moved** to recommend approval to the City Council of P16-044, Tropical Homes Office, LMD Rezoning with the two recommendations by staff. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote.

B. P16-047 BRESCIA STREET PARCELS 12-19 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

Chair Kurek stated, "This item and the next two items are all related. Mr. Finizio will explain the relationship between the items. We cover everything in the first Public Hearing, not that you can't speak at the next two Public Hearings. I want to make sure it is clear that the next three items are all connected."

Mr. Finizio said, "For these three projects, the owner is Daryl M. Carter. The applicant is Landscape Design Associates, LLC. The general location is the west side of Brescia on the north side of Gatlin Boulevard. There are a total of 12 lots in question. Four of these lots are on the northwest corner of Gatlin and Brescia, while the remaining eight lots are on the northwest corner of Brescia and Kenwick Avenue, which is directly across the street. For all 12 lots, the existing zoning is Single-Family Residential, RS-2, and the property is currently vacant. I will take a step back and briefly discuss the project in general. Simply speaking, it is to provide a commercial development on the four corner lots on Gatlin and Brescia. (**Clerk's Note**: A presentation was shown at this time.) I am showing you a Concept Plan, which was taken out of the Special Exception Use application that you will be reviewing next month, and shows the property in question. The four lots did begin as four standard City lots, however, due to the widening of Gatlin and the close proximity of the I-95 on-ramp, a portion of the two lots fronting Gatlin have been removed due to road improvements and are now part of the Gatlin Boulevard right-of-way. With this portion of the lots removed, development is even more difficult, because the buildable area is not large enough to accommodate all development requirements, in particular water retention. The idea has come up of why not try moving water retention off-site, which is what is being presented today. The project has grown to not only include the commercial site on Gatlin, but the lots on Brescia and Kenwick. The corner lots of Gatlin and Brescia will be rezoned Commercial, while the eight lots across the street will be rezoned for conservation and water retention, hence the reason for the Comprehensive Plan Amendment. The proposed land use is not compatible with

the proposed zoning designation. The approximate size of the eight lots on Kenwick and Brescia are 1.86 aces, and the existing land use is Medium Density Residential. Since drainage areas serving the adjacent development are only permitted as a Special Exception Use in the Open Space Conservation Zoning District, P16-047 is a Small Scale Comprehensive Plan Amendment to change the future land use of the 1.86 acres from RM, Medium Density Residential, to OSC, Open Space Conservation, so the property can be used as a drainage area to serve a future adjacent development. This Special Exception Use application is currently being reviewed by staff, and this application was just reviewed at the Site Plan Review Committee meeting on April 27, 2016. The application should be reviewed by the Planning & Zoning Board next month. Changing the land use from Medium Density Residential to Open Space Conservation is not expected to have an adverse impact on the surrounding neighborhood. The property is sandwiched between existing Residential uses to the north and west, and the future Commercial development to the south. By changing the land use on these lots to OSC, Open Space Conservation and subsequent OSC zoning, the property will act like a natural buffer area between these two contrasting uses. All of these lots are located in the City's Conversion Area, and both rezoning requests are complying with all Conversion Area requirements. Unity of Titles for both applications were submitted to the Legal Department on April 19, 2016."

Mr. Finizio continued, "Project P16-048 is to rezone these 1.86 acres from Single-Family Residential to Open Space Conservation. The ultimate goal is to use this parcel for conservation and drainage for the commercial site on the northwest corner of Gatlin Boulevard and Brescia Street. The use of a drainage area is permitted as a Special Exception Use, as identified per Section158.101(C)(2). Rezoning the 8 lots from RS-2 to OSC is not expected to have an adverse impact on the surrounding neighborhood. The property is located within the City's Conversation Area, and originally this area was envisioned as Multi-family, however, with the potential commercial development on the corner, the Open Space may be better suited for this neighborhood, especially considering the amount of daily trips on Brescia each day. Therefore, the Open Space parcel could better act as a buffer for the existing Residential homes from the proposed Commercial to the south. Finally, P16-050 is a rezoning application to rezone the 0.7 acres on the corner of Gatlin and Brescia from Single-Family Residential to Highway Commercial, CH. This rezoning is for a proposed commercial development to construct a restaurant with a drive-through. Rezoning this property from Single-Family Residential to Highway Commercial is not expected to have an adverse impact on the surrounding neighborhood. This property is located within the City's Conversion Area, and due to its location, it was always envisioned as a Highway Commercial property. The applicant held a public information meeting for this project on April 7, 2016. I would like to make the following staff recommendation for P16-047 Brescia Street, Parcels 12-19, Small Scale Comprehensive Plan Amendment; the Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment based on the analysis and findings, as noted in the staff report. There was a letter of objection received in the office yesterday and was placed on the dais earlier today."

Vice Chair Ojito inquired, "The lots just west of the corner parcel, are those RM? What are they zoned now?" Mr. Finizio responded, "Everything is zoned Single-Family Residential right now. The eight lots that you see highlighted are Single-Family Zoning. The land use, these two are CH." Vice Chair Ojito said, "I'm saying the lots that are just west of that corner lot." Mr. Finizio stated, "That is Open Space Recreation." Vice Chair Ojito clarified, "There will never be any buildings there." Mr. Finizio said, "Probably not, it is owned by the City. As you can see, the lots get smaller because of the on-ramp to I-95." Vice Chair Ojito said, "If they approved this, then you would end up with no construction west of the corner lot and you'd have a conservation area just north of it, because it would kind of be isolated." Mr. Finizio commented, "Correct. Yes." Vice Chair Ojito remarked, "Thank you."

SABINA MARCKS, LANDSCAPE DESIGN ASSOCIATES, LLC., said, "I am representing the applicant and with me is Harold Dodt." Mr. Dodt stated, "I work with Equitas Management and they are the developer for the proposed project. Our company has the project under contract at the present time. My address is 5332 SW Orchid Bay Drive in Palm City." Ms. Marcks said, "We are trying to develop the four parcels that are directly on the corner of Gatlin and Brescia. The main concerns in the neighborhood; we have tried to do this before, and the main concern has always been the impact of removing all of the trees. Right now, it is very densely wooded and is in relatively good shape. There are pepper trees in it, but it is really still a pretty nice pine upland. We came up with the concept of taking those 8 lots of Residential land and donating them to the neighborhood, giving the neighbors a really significant 100-foot deep wildlife buffer that will screen any noise or visual impact that they will have on their single-family residence from the commercial development to the south. The proposed Starbucks will be completely visually screened from the neighbors' driveways and front yards. There is always some impact on traffic, but I think one needs to remember these lots on the top, technically, could be apartments. The zoning is RS, but the land use is RM. I could build 20 units on it, which also has a traffic impact. For the neighborhood and the whole area, the proposal that we are bringing today is much more balanced and more beneficial, because we are providing and giving up eight lots of Residential land, so we can use it for drainage and are also providing the neighborhood with a really significant buffer and wildlife corridor. It has a wildlife value at that point because it is not just 20 feet, it is 150 feet. The Site Plan that Mr. Finizio showed for the Special Exception Use; we are really trying to create a natural looking pond that is not just your regular square. We are not removing any protected trees. We are trying to work with the land and make it attractive and an asset to the neighborhood, so that any negative impact that might come from a Starbucks will be offset by the significant wildlife buffer that we are providing to the north."

Mr. Dodt said, "I have been involved with the property since 2003, and have never had an ownership interest in the property at any time since then. I did represent the owner in the acquisition of the property. The bottom four lots I would point out, at the time of our acquisition and going back in the Land Use Plan, have always been in the Land Use Plan as Highway Commercial. We are asking for a zoning that is consistent with the underlying land use. This is not the first time we've come before the Board with an attempt to try to move commercial development forward. Over the past 13 years, we

have had other ideas. We think that this idea, given the neighborhood input that we have encountered throughout the 13 years at various times, represents a compromise attempt from us. We think it is a very good use for the property and is a very good compromise for the neighbors that live around the property. We are very happy to make this presentation today, because we think we finally reached something that is an equilibrium for both of us. We did have an open house on April 7, 2016, and three couples showed up at the meeting. All of them had very serious reservations about endorsing it and were against any development of the property. I'm sure you will hear from them today."

Mr. Dodt continued, "We have worked extensively with staff, the Engineering Department, and the Planning Department for months, unlike the prior presentation, as it was something that happened very quickly. We have listened to the neighbors, the Planning Department, and the Engineering Department to try to come up with the best solution possible. We tried to get access directly off of Gatlin Boulevard, with a right-in and a right-out, and our traffic consultant is here today. We were unsuccessful with trying to get a direct right-in and a right-out off of Gatlin Boulevard, because of the FDOT requirements. We also proposed to have underground vault drainage for the property, but the City Engineering Department frowns upon underground vault drainage. I think they look at it as a maintenance risk. Even though it is a private property ownership, they are afraid things can go wrong with the maintenance of underground storage, so they frown upon it. That is why we went to the drainage on the north side of Kenwick. I agree with all of the comments that were made earlier about the buffer, and think it is a very positive thing. I would point out that our traffic consultant is here, who has worked on the property for six years with us. This is a very busy municipal boulevard, as there are 39,000 trips on Gatlin Boulevard already. There is a Walmart, Sam's, Home Depot, and Bass Pro Shops, so this is a major Commercial corridor. The property we are proposing is about a 2,100 square-foot drive-through restaurant, which we think will be an asset to the community. Thank you very much."

Mr. Harrison inquired, "How about a right-out onto Brescia? Was that discussed with the Engineering Department?" Mr. Dodt responded, "Yes. The issue with having a right-out directly onto Brescia is the distance between Kenwick and Gatlin Boulevard. We were told that there isn't a sufficient distance to have a right-out." Ms. Marcks said, "If you look at the graphic right now, a right-out would interfere with the right turning lane. Anybody that would come out of the site would be automatically be in that right turning lane. If they want to make a left, they would have to dart all the way across traffic." Mr. Harrison clarified, "Okay, so you did discuss it with them and they didn't want it." Ms. Marcks remarked, "It is just not feasible." Chair Kurek said, "There is only going to be one entrance and exit, and it will be on the backside of the residential street." Ms. Marcks stated, "Correct. Because we are converting the top lots to the OSR, we are not sending traffic headlights in the evenings into people's homes. We are containing all of the visual impact of the traffic inside the site. With this big area on the top, which is . . . again, if it wasn't wooded, I could say it is Open Space, but it is really heavily wooded and is a very healthy site in itself. It really provides 100% screening to anything that will be on that site." The Planning and Zoning Director asked, "Is that what this graphic is showing?" Ms. Marcks responded, "Showing what?" The Planning and Zoning Director

replied, "Vegetation." Ms. Marcks said, "Yes. You can see that it is completely wooded. There are some really big pine trees there, but as you can see, it is a really intact heavily wooded site. There are some pepper trees that will have to be removed, but overall, there is saw palmetto there. It is really and truly a screen, like Florida woods is supposed to be."

Vice Chair Ojito said, "Your intent is to immediately go into a Site Plan approval and this will come through us again, I would assume." The Planning and Zoning Director stated, "The Special Exception will come to you next month and it would be for the offsite drainage and the drive-through. The Commercial is consistent with the zoning and land use." Vice Chair Ojito asked, "On the west side of the corner piece, would there be a requirement for them to create a buffer where the driveway is, going into the corner parcel?" The Planning and Zoning Director replied, "We can discuss that. I don't know that it is beneficial, since the City owns the property to the west. It is Open Space Recreation and I don't see us doing any recreation on there." Vice Chair Ojito pointed out, "It is dense any way." The Planning and Zoning Director said, "Right. I think it would be more detrimental to the landscaping that is there to put the wall in. I don't think we have finalized that requirement." Vice Chair Ojito commented, "Okay, thank you." The Planning and Zoning Director stated, "They might have to get a modification to the landscape requirement, if the Code does require it." Ms. Beutel questioned, "With regard to pedestrian traffic, do you have any plans for sidewalks? I live in that neighborhood and often see children walking or riding their bikes." Ms. Marcks answered, "We are providing a sidewalk along Brescia for the Commercial parcel." Mr. Dodt stated, "We have studied that and the bottom part of the plan shows the sidewalk. We haven't gotten to the Site Plan approval, but our intent is to have the sidewalk along the building parcel and a sidewalk along Brescia between Kenwick and Elmwood, which is the next street up." The Planning and Zoning Director advised, "Those are issues that would come up through the Site Plan Review process."

Mr. DiTonno said, "You said your address is in Palm City. In Palm City, they have a Starbucks and the direction they are going is that they serve alcohol. When we start going through the Site Plan, do you have any idea if it will be one of the ones that will be serving alcohol?" Mr. Dodt responded, "They have talked about doing beer and wine, but have not given us a decision on whether they will do it or not. They would have to apply for a liquor license." Mr. DiTonno commented, "Thank you." Secretary Martin stated, "To be clear, you are proposing to do a sidewalk along Brescia from the one street to the north, as well as all the way down to Kenwick. Then you are also proposing to do a sidewalk going south of there, along the eastern perimeter of the site." Ms. Marcks stated, "Yes, from Kenwick to Gatlin." Secretary Martin asked, "Who is paying for the widened turning lane?" Mr. Dodt replied, "We would be paying for that, the applicant." Secretary Martin said, "You are donating it, basically in a sense, because you are going to make it a preserve. You are donating 8 viable lots that could be Multi-Family, you are putting in a significant amount of sidewalks, and are widening the road, so that the people that live back in that neighborhood will be able to get out of and onto Gatlin." Mr. Dodt said, "That is correct." Secretary Martin commented, "Thank you."

Chair Kurek opened the Public Hearing.

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I am opposing this project, as I have many times, due to the impact. That is our main artery in and out of our neighborhood. Right now, it is a two-lane road with an extra turning lane onto I-95. The traffic that would come into this project would come in off of Gatlin onto Brescia, which is just a quick turn. They would then go left onto my street and turn in, which is a two-lane road into this development. They would also have to exit, so it would make it quite challenging for us that make the left on Brescia to go to the bus where there are kids walking, even with a sidewalk. We would be fighting traffic, trying to make a left into our street into the entrance to this property. We would rather keep our neighborhood Residential and that is our opposition, the impact on the traffic. That is our main artery and is very busy in the morning and in the evening, at all times of the day. They do speed on the street, too. Kids are coming back and forth in the morning and afternoon. There is wildlife that gets hit, so we just want to keep our neighborhood Residential. If there was an impact of opening it up off of Gatlin, it would be a better way, but there is no way to do it. We need to stay Residential. Thank you." Chair Kurek commented, "Thank you very much."

DOUGLAS LE ZELIN said, "I live at 2217 SW Gray Beal Avenue. I definitely oppose the commercialization of the area. It is going to eventually effect property values for residents and increase traffic. It is just urbanization of the whole area and we have enough of it, I think. I don't think it is a good idea. There are plenty of other places to build a Starbucks and it doesn't have to be in that particular area. I don't think it is going to do anything for the neighborhood, except increase a lot of traffic, especially off of 95. It is just going to make a mess out of things. Thank you." Chair Kurek remarked, "Thank you."

ERIC WALSH said, "I live at 2258 SW Elmwood Avenue, which is the road just north of Kenwick. I agree that the Open Space Commercial idea is a great idea, but my problem is with the traffic, as the other people mentioned. I don't have my own traffic engineer working for me, but anecdotally there is a Dunkin' Donuts one block to the east. The traffic it generates is immense. Sometimes I see dozens of cars there, both entering and leaving. That traffic gets backed up in the morning rush hour and it is all the way backed up into the parking lot, because they can't exit out on Gatlin, as the traffic on Gatlin is backed up so much. My major concern is with the traffic, as it seems to be a problem, but if that issue could be worked out, then I think the Open Space Commercial idea is a great one. Thank you."

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. I disagree with the developers. We have a lot of things on Gatlin Boulevard. I built my home and spent a lot of money on Gray Beal. I have two corner lots directly down Brescia. Before you know it, they may turn that from Residential to Commercial. It will be right next to my home. I spent a lot of money on it. There are a lot of kids that get off of the school bus in that area, and the traffic is going to go down my block, because they would close off the traffic on Haycraft Circle and Elmwood Avenue. Instead of going down there, they would be using Gray Beal, which is on my block. The school kids get off there, and we have a lot of bike riders and people jogging and walking in the area, besides the wildlife. I think that there are other spots for a Starbucks, as I particularly don't care about the

Starbucks. I really don't like the coffee, and we should keep it the way it is. There is a lot of space by Home Depot and there is plenty room behind the Bass Pro Shops. If you want to build a Starbucks, you can go on the Boulevard. When you start going into the neighborhood, that means everybody is going to get the idea of let's change Residential into Commercial, just to make more money. I disagree with the developers, as I think it is all about money. It might not even be successful. People might not even go into Starbucks, and what happens if it fails? What happens afterwards, if nobody buys there and the building folds? What is going to happen to the property and the value of all of our homes? We spent a lot of money and are paying taxes for it. Thank you very much." Chair Kurek said, "Thank you very much."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. I'm the house that is directly above Lots 12-19, with woods on either side. It was really the entire reason that I purchased that home. I moved down here and remember driving down the street and filming, so I could look back and remember what this neighborhood looked like, so I'd know if I wanted to move here. I filmed all of that wooded area and thought how beautiful it was. It was like my home in Pittsburgh. I checked about the land zoning when I purchased that property and it was Residential. I was excited and moved in. Immediately, we started having to come before you guys, as they kept trying to change the land usage and zoning, and wearing us down. I'm a teacher at a middle school in the area, and every time I have to take off work to be here. I'm sorry, I don't know why I'm getting choked up. They finally wore us down to where we would come before you, and they would say they didn't have their stuff together and drop it, until finally there were not enough people showing up and they got that part passed through. Apparently, he doesn't have to worry about his property value coming down, because I was told in a very rude manner by these developers that there is no evidence that would ever prove that somebody's house value diminishes by having a gas station placed right in front of their home. I have nothing to hold to that and there is no evidence. A few months ago, they were saying they were going to put a gas station right there, right across from my house. That is what I would be overlooking at that point, and they just keep coming to us with these new revised plans and seeing what we will submit to. If this were an Open Space Conservation, it would not be contingent upon that front property being made into Commercial, and then I would say, absolutely, it is gorgeous. Like they said, it is a perfect Florida woodland area. There are mother and baby bobcats that live there, as I have pictures. There are gopher tortoises that I consistently see going in and out. It is what I moved to Florida for, the beauty of it. I see it being diminished everywhere, and I hope you guys see through their veiled threats that this is zoned Residential Single-Family, but it could be that their land use is for Multi-Family and they could be doing that instead. I hope that you would stay strong. I have been trapped on that street, trying to get to school in the morning, at least three times within the last four months by huge accidents taking place right there in that frontage. That is without the extra people, trying to go to Starbucks in the morning and are late for work, basically, because they would get stuck in line. They are going to be hedging their bets, trying to pull right out onto to 95, just like every morning. All of that traffic is extremely dangerous in the morning and that is with the beautiful frontage to look at. I have been broken into twice already and that is without having a commercial property right there for people. I would

just ask that if we could try to keep as much of this commercial out that I would be safer in my home. Thank you." Chair Kurek commented, "Thank you very much."

JENNIFER TRABAND, said, "I live at 702 SE Thanksgiving Avenue. I do not work for Starbucks. I moved to Port St. Lucie from Seattle and that is where Starbuck's headquarters is. I moved here about a year and a half ago. I recognize that this area has nice houses there and looks like as though Lots 14-17 are going to be the corner. It looks like the trees are still going to be preserved in that front area. I know a lot of Starbucks, especially in Seattle, you can't go 200 feet without seeing one in downtown. They tried to make it a neighborhood-friendly environment. I know that area is commercial, as it has Bass Pro Shops, Wendy's, Home Depot, and Sam's. It seems as though if we block this that you are blocking future commercialized growth in the area. It is just a Starbucks, but the only one in the area that I know of is in Jensen Beach at Britt Road, unless there is one at the mall. There is one in Tradition and one in St. Lucie West, but not in this area. It would be a plus for this area." Chair Kurek commented, "Thank you very much."

BARBARA MASON GARDNER said, "I live at 2449 SW Halissee Street. I moved here nine years ago from the Broward area. I was very satisfied to move here because of the slower pace. I realize that Port St. Lucie is growing now. We have more residents and businesses moving in. I hope that you will keep in mind what the residents would like to happen here. We really enjoy our tranquility and landscape and animals. When you see all of the other signs of property for sale on the other side of the street or further down where there are businesses, you say to yourself, why must a business be put in this area that will truly impact our area, getting in and out? A Starbucks or any business will have a negative impact on our community. I ask you not to create a negative impact. Please value what the residents want and what we appreciate. We would like to stay and have it stay that way; tranquility, certainly the animals, and our single-family homes. Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Mr. Dodt said, "On the Dunkin' Donuts comment, that it is often extremely crowded; I don't know that it was properly brought before the Planning Board and how it was planned. The stacking will be able to have 20 to 22 cars that can line up inside the property. I am a Starbucks customer and don't ever see it getting that deep. Sometimes they get eight to nine cars deep, but I think we will be able to address those concerns at a future time. It would be up to this Board to address the Site Plan and approve or disapprove it, so you would still have that. Ms. Thompson, not me personally and nobody that works for us or represents us would ever make demeaning comments to her. That is not what we are about. I don't doubt the veracity of her comments, that somebody might have threatened her about a gas station. I don't know where that came from, but I just want the Board to understand that type of thing did not come from us. There were several comments about the expansion of commercial beyond this parcel. This Board is in strict control of that, via the Land Use Regulations. We only have one parcel that is land use Commercial and that is this small piece that fronts on Gatlin Boulevard. Thank you." Chair Kurek commented, "Thank you very much."

Secretary Martin said, "Coming back to the economics of this, which is where my mind is, this could be Multi-Family. You could have 20 Multi-Family units there and you are not, as it is going to be blocked forever. Having the sidewalks is another expense that these people are willing to pay that is an added value to the neighborhood. Having the right turn lane getting out onto Gatlin is another added value. We sit up here and have to make tough decisions that affect residential people versus commercial people. I don't think any of us take that lightly, I sure don't. I think there needs to be a balance. Gatlin is a gateway corridor to the City and is always going to be commercial. There is nothing we are going to do about it. Having one Starbucks and no future development west of it on the City-owned land, having no future development, you will never see a structure on the eight or six lots, whatever they are proposing to create into Open Space Recreation. We have to come up with a balance and I think it is a reasonable request by the applicant after many years. I do believe we even saw the teacher here before us several years ago. They have come to a good balance and I will be in favor of it."

Chair Kurek said, "I'm concerned about the property behind it, like Secretary Martin said. As it is zoned right now, it could become apartment buildings with medium density. This is a good compromise to have a neighborhood basically with free or an open area forever to be next to your property. The applicant is correct, no commercial activity is going to take place north of this in any way, because it is not part of the overall Land Development Plan. This piece of property that runs on Gatlin is owned by a private individual and there is a point in time that this Board, along with the City Council, will have to make a decision whether or not we are denying him the right to use his property. Right now, it is Residential, but in the Land Development Plan it is reasonable for this to be some kind of Commercial. I can think of other things that can be of less impact to the neighborhood, but Starbucks is a fairly quiet organization. People get their coffee and leave. The ones that I've been to are usually pretty easy and are not like a McDonald's or a Dunkin' Donuts. It is a different environment and I am going to vote in favor of recommending this to the City Council for approval." Vice Chair Ojito said, "It is a very rare event to have a developer gift that much land, with a proposed development like this. I think you should really think about what they are proposing and I would vote in favor as well."

Secretary Martin **moved** to recommend approval to the City Council of P16-047, Brescia Street Lots 12-19, Small Scale Comprehensive Plan Amendment Application. Vice Chair Ojito **seconded** the motion, which **passed unanimously** by roll call vote.

C. P16-048 BRESCIA STREET PARCELS 12-19 – REZONING

Mr. Finizio said, "This is for the rezoning going from RS-2, Single-Family, to Open Space Conservation, based on the new land use. Staff would like to make a recommendation to approve the rezoning application that is submitted."

Chair Kurek opened the Public Hearing.

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. We, the taxpayers who live in this Residential area, think it is unfair that we have no say. It is up to the Council? What about the people? I'm from New York and it wasn't for the New Yorkers, Florida wouldn't be Florida today. I know a lot of people up north and this is very discouraging. I can let them know not to come to Port St. Lucie, as it is controlled by the Board. What about us? What about the people? We are taxpayers and we have no rights. You approve it and it is approved because of money. This is all about the dollar and is not about the people. We are paying taxes and live in the area. The people don't want it and have enough commercial on Gatlin Boulevard. We have a lot of people building and that is fine. I don't disagree with that, but to start going into the blocks, before you know it, the two lots on my street will be changed to Commercial also. It is a stepping stone, and I disagree with it. I don't think it fair to the people who are paying taxes, and it is just up to the Board and the developers and not the people who live in the area. We are disagreeing with the developers and it is like one side here is siding with the developers. I disagree with it." Chair Kurek commented, "Thank you very much for your comments."

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I have a petition that 79 of my neighbors signed against this, going around the neighborhood. They would rather see it stay Residential, such as a model home on that land. A two-story model home would fit within the Residential requirement and would not bring in the same kind of traffic, nor would if they did the apartments in the Residential mixed part; 20 apartments would still not bring the volume of traffic that a Starbucks will bring. We are not only considering Port St. Lucie, but north and southbound I-95, once people do a search and see it is there. It is definitely going to increase the traffic coming into our neighborhood and make it quite difficult for us. Also, the reasons we bought our homes is for the easy access on and off I-95, and the nature around us and the activities that we enjoy. We invite you to come out to our neighborhood and see. As I said in my letter, when those lots were designated Commercial Highway, it was before the widening of Gatlin, before the redesign of the I-95 northbound entrance, which makes a big impact on the land and the land use. I ask you, please come to our neighborhood and see what we are talking about and reconsider. Thank you." Chair Kurek commented, "Thank you very much."

Vice Chair Ojito said, "I just want clarification, the item that is before us right now is for rezoning Lots 12 to 19." Chair Kurek stated, "Yes, we are voting on to rezone the 12 to 19 to Open Space Conservation Area. This item would do away with any chance of any apartments or residences to be built on that particular piece of property forever."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. You say forever, but how do I know that is actually the case, because what this is currently zoned for is changing right now before you. You would appoint yourselves as people standing for us. Obviously, that can change at the drop of a hat or the drop of a dollar, as the case may be. The land in front of my house floods consistently as it is. Any time there is any amount of significant rainfall that entire beginning of the turn left onto that street is completely flooded and inundated with water and it stays that way for days. If you want me to speak to the fact that they are going to have extra water and drainage onto that

land, I don't feel that it would be wise. Thank you." Chair Kurek commented, "Thank you."

DOUGLAS LE ZELIN said, "I live at 2217 SW Gray Beal Avenue. I'd like to request you reconsider your decision on all of this development. Eventually, you are going to wind up turning Gatlin into an Orange Avenue in Fort Pierce. We know what that looks like. It is urban blight and I think we are all trying to stop that from happening. I'd like you to take that into consideration. Thank you." Chair Kurek remarked, "Thank you."

JENNIFER TRABAND, said, "I live at 702 SE Thanksgiving Avenue. The fact that sidewalks are going to be built from Elmwood all the way out to Gatlin is a huge improvement. I live in an area off of Floresta that doesn't have any sidewalks and that would be a terrific thing to have them, to have that opportunity in your neighborhood to where you can actually go for walks, if you want to. To be able to connect to Gatlin and walk wherever you want to and go to the commercial across the street and to have the privacy of the land not be converted to apartments is a vast improvement as well. Having 20 apartments, even if you have two cars per house, is another 40 cars coming in and out, possibly and noise pollution from apartments, as you never know. You don't know who will be moving in there and what type of apartments are going to be. Having that space reserved to block any additional commercial development and noise and light pollution is a great improvement for the neighborhood, it seems like. I don't live in that neighborhood, so I can't say 100%. From what I'm hearing, it sounds like a good thing to have." Chair Kurek commented, "Thank you very much."

There being no further comments, Chair Kurek closed the Public Hearing.

The Planning and Zoning Attorney said, "You will see in the packet there is a discussion about a potential Unity of Title. There would be some legal restrictions placed on the properties. Because there is a road through the middle, we likely could not do a Unity of Title over all the 10 or 12 lots where there would be potentially some restrictive covenants that would connect the one property to the other, because of the nature where the offsite parcel is serving as drainage. There will be some land use of legal restrictions placed on the properties that would prevent additional future development." Chair Kurek commented, "Thank you very much." Vice Chair Ojito asked, "Isn't it required to address the concern of water drainage, even though it is going to be conservation land, the developer would have to develop the parcel in such a way that they don't overflow any specific amount of water onto the neighbor's property as part of the stormwater requirement?" The Planning and Zoning Director replied, "That is correct. I made a note of it. I think the problem exists on the conservation land, the eight lots. If there is a problem, this development through its own stormwater retention area could accommodate what is in the road." Vice Chair Ojito remarked, "Thank you." The Planning and Zoning Attorney advised, "They are going to have to go to the Water Management District to get their permits anyway. All of the drainage issues will be handled through the District's permit. You can't condition any of your approvals on them obtaining the District permit, but that is what the District does." Chair Kurek said, "South Florida Water Management District is going to make sure that there is no flooding. Any existing flooding and any future flooding will be eliminated as a result of the project."

Mr. DiTonno **moved** to recommend approval to the City Council of P16-048, Brescia Street Lots 12-19, Rezoning Application. Secretary Martin **seconded** the motion, which **passed unanimously** by roll call vote.

D. P16-050 BRESCIA STREET PARCELS 14-17 – REZONING

Mr. Finizio said, "Staff recommends approval, as the request meets and is consistent with the direction and intent of the Future Land Use Map and policies of the City's Comprehensive Plan."

Chair Kurek opened the Public Hearing.

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. With all due respect, can they table this and bring it up at another Council meeting, instead of making a decision right now?" Chair Kurek responded, "All three of these items are recommended to be forwarded to the City Council. The next hearings on these will be at the City Council, who makes the final decision on all of these. We, as a Board, basically are a buffer for the Council on certain items, and this is one of them. They will read the minutes of this meeting and see all of your comments. You will be advised or notified when the next meeting is with the City Council, so you will all have a chance to speak your piece again, your objections, and points that you made today. We are looking at it more from a technical standpoint, as well as looking at what the developer is. This Board spends a lot of time looking at the technical part of it. The technical part is that the owner of the property has a right to use his property. It is within the Comprehensive Plan to use it as commercial. They also are presenting a really good thing, as far as donating property for all practical purposes for public use for as long as they want. Eventually, they may even deed it over to the City at some point, because what are they going to do with it? It is all part of the Comprehensive Plan. Staff goes through a lot of exercises with these applicants. I wasn't here for previous applications, but I presume that having been turned down multiple times before, trying to use this property, they are trying with all of their might to use the property they own that they pay taxes on for the best purpose. They have come up with something, and are giving back a lot to the citizens of this area for your benefit, like the sidewalks, the extra lane, and the property that will never be used, as the City owns the rest of the property to the west. It will never be developed, and this is the best of all things. Keep in mind, if you owned this piece of property, you know you can't put a house on it. Think about it. Is anyone ever going to build a house on this property facing Gatlin? No, why would they? I wouldn't want a house there. The owner has a right to use it and it is part of the Comprehensive Plan."

The Planning and Zoning Director said, "This will be going to the City Council on May 23, 2016, for first reading and June 13, 2016, for second reading. The second reading is usually the Public Hearing, although I believe they will take public comments at both meetings."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. Would that zoning above the front property be contingent upon the back property being . . ." Chair Kurek responded, "I believe that is what the attorney has stated." The Planning and Zoning Director stated,

"The top property has a land use change and a zoning. They had to change the land use in order to accommodate the Open Space Conservation. The property on the south is already designated Highway Commercial and has been designated Highway Commercial since 1983." Ms. Thompson clarified, "That is land use, but not zoning." The Planning and Zoning Director stated, "Exactly, so they have put the package together. While they might not be tied, what is tied is the site is very small and in order to accommodate all of the things that the site needs to accommodate, primarily the drainage, is where the top piece comes in." Ms. Thompson said, "As you said, who would want to put a house on that frontage? Basically, what you are doing or having a part in is putting my house one street closer to exactly what you said nobody would want to have their house to front up onto. I would ask that you consider that."

Secretary Martin said, "I think it comes to a balance, and none of us take this lightly. We are all volunteers, none of us make a nickel to do this. I've been doing this for seven years, hundreds of hours. These are never easy decisions to make, but we have to make a balance. We go with the technical information, what the staff has provided us, and the six of us in this case make tough decisions. Believe it or not, you guys are our neighbors. I don't live in that area either, but a little bit of history; I lived a block away from the Crosstown Parkway. I bought it 16 years ago before anybody even knew what the word Crosstown Parkway was. Then, low and behold, ten years later there is a six-lane highway one block away from me. I didn't know that. What I did was got up and I moved. I studied the area where I moved to very closely, so that there was never going to be any commercial construction nearby. We hear your plea, and I commend all of you for coming out here. We have gone through some pretty significant meetings in the past where not as many people showed up that were very significant properties. I commend you for taking the time off today to come out and talk to us, and to give us your input on this. We don't make the final decision. Get all of your neighbors to go to the City Council meeting. That is where you stand up and that is where they make a final decision. It comes back to balance for me. I think this proposal is a good balance for the neighborhood, as well as the commercial property owner." Chair Kurek commented, "Thank you, Mr. Martin."

Mr. Sanders said, "This is really a unique opportunity for the neighborhood, and they may not see it that way. I remember in 1980, the Mayor of Gainesville, who was teaching a land development class talked about residential developments. They had these undeveloped parcels and saw it as a park. This is one of the few opportunities that this really will become a park, because changing it to OSC, allowing the stormwater retention, and some upland preservation to be on there will be a really good opportunity for the neighborhood. It also provides a solution for a very unique property fronted on that limited access right-of-way of I-95, so it is a great opportunity. The Code also requires that sidewalks be put adjacent to developments. If this is part of the stormwater retention pond, it will be adjacent to the development and the developer will be required to do sidewalks along their new stormwater retention pond. It is a lot of positive things for the neighborhood. Regarding the school buses, the School District can work with the development and move bus stops where necessary and utilize new sidewalks as they are put in to provide safer access to students." Chair Kurek said, "Mr. Sanders is a representative of the School District, who comes to these meetings in order help us

explain things that are happening with the school buses. I know there was some reference to that and he is our expert who sits with us in order to talk about the school system and their needs. Thank you, Mr. Sanders."

There being no further comments, Chair Kurek closed the Public Hearing. Mr. Harrison **moved** to recommend approval to the City Council of P16-050, Brescia Street Lots 14-17, Rezoning Application. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote. Chair Kurek said, "This item will be sent to the City Council and I believe the first reading is on May 23, 2016. You may want to make note of that. Like Secretary Martin said, the City Council has the final decision on this. Thank you very much. I really appreciate you all coming. It is great to meet people who actually participate in our process."

E. CITY OF PORT ST. LUCIE – NEIGHBORHOOD PLANNING

a. Neighborhood Planning Program
b. Planning Area 3
c. Planning Area 4N
d. Planning Area 4S

The Planning and Zoning Director said, "I'm not going to do a presentation, since the consultant did it last time. I want to concentrate on some of the commercial areas that we have and what we don't have, but are looking at. I think you have four different volumes in front of you. Volume 1 is a synthesis of the whole process. The next one would be Planning Area 3, and we are in Planning Area 3, which is bordered by the river, primarily, and the Turnpike. It is one of the older areas of the City and that is one of your documents. Included within that document are some suggestions on what we do with the Bayshore Conversion. The Bayshore Conversion Area, not all of it, part of it, goes back to 1983, when the City determined we needed to provide for uses other than just Single-Family Residential. It seemed like an ideal location, bordered by Bayshore and the Turnpike on the west side. They started out with these conversion standards, allowing for the conversion, mostly to General Commercial for the stuff that fronts on Bayshore. Behind it you have a myriad of uses, like auto repair and storage. We are trying to, working with the developed Crosstown Business District, which is like a homeowners' association, but it is all of the business people. They don't have to be owners of the property, but business owners, because a lot of people rent there. On their own, they have created this association, and staff wants to work with that association to make improvements to that area. One of the suggestions out of this neighborhood study and a part of the input of the business owners was, how can we make it better? We constantly have Code; it is a push and tug kind of thing out there. We get Code to fix some of the improvements or fix some issues and then the commercial businesses push back. We want to work together, not against each other."

The Planning and Zoning Director continued, "One of the things the consultant has suggested is an overlay district, which would have the staff look at all our Land Development Regulations that would apply to that property. I can think of a couple, like art in public places. Maybe that isn't an appropriate area to require it, because it isn't

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING BOARD - MEETING OF MAY 3, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **BRESCIA STREET LOTS 12-19**
SMALL SCALE COMPREHENSIVE PLAN AMENDMENT APPLICATION
PROJECT NO. P16-047

DATE: **APRIL 21, 2016**

PROPOSED PROJECT: This application will change the future land use of approximately 1.86 acres from RM (Medium Density Residential) to OSC (Open Space Conservation)~~,~~. ~~so the property can be used as a drainage area to serve a future adjacent development~~. This property is currently owned by the Carter-Gatlin Land Trust, and is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016 (a copy of this request is included in the staff report). A rezoning application to Open Space Conservation (OSC) is being reviewed concurrently with this comp plan amendment. ~~In addition, a subsequent special exception application (SEU) has been submitted as well, but this application must first be reviewed at Site Plan Review Committee (SPRC).~~

APPLICANT: Landscape Design Associates, LLC. The authorization letter is attached to the staff report.

OWNER: Daryl M. Carter.

LOCATION: This property is located on the northwest corner of Kenwick Avenue and Brescia Street.

LEGAL DESCRIPTION: Port St. Lucie Section 35, Block 1731, Lots 12 - 19.

SIZE: Approximately 1.86 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant land.

SURROUNDING USES: North and West = RS-2 (Single Family Residential) Zoning with single family lots with existing single family residents. South = RS-2 zoning, currently vacant. These lots have a CH (Highway Commercial) Land Use. East = RS-2 Zoning, this property is current vacant and owned by the City.

EXISTING LAND USE DESIGNATION: RM (Medium Density Residential).

REQUESTED LAND USE DESIGNATION: OSC (Open Space Conservation).

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utility System Department will provide water and sewer service for this project, if applicable. A breakdown of the potable water and wastewater demand for the existing land use is as follows:

Water Calculations for existing future land use (RM)				
Land Use	**Density (DU)**	**Rate (gpd)**	**Projected Water (gpd)**	**Projected Wastewater (gpd)**
RM	20	115	5,290	4,497
Total			5,290	4,497

With the RM (Medium Density Residential) Land Use the water demand for this 1.86 acre area will have a demand of approximately 5,290 gpd, and a total wastewater generation of 4,497 gpd.

The potable water and wastewater demand for the proposed OSC Land Use is expected to be negligible. This estimate is based on the permitted coverage area as outlined in the comprehensive plan, and the compatible zoning districts with the proposed future land use (OSC and GU). According to Policy 1.1.4.10, the maximum coverage area permitted for the OSC future land use designation is 10%. In addition, the OSC zoning district does not permit any high generating water uses, and the uses permitted are not identified in the adopted level of service standard as outlined in the concurrency section of the City's Land Development Regulations.

The impetus behind this comprehensive plan amendment is to help satisfy conservation and drainage requirements and is not expected to have any water or sewer services on site (please see the attached special exception use concept plan). So, the development should not generate any water or sewer usage. Therefore, changing the land use to OSC will have a marked decrease in water usage for these parcels.

Transportation: The number of vehicle trip ends projected to be generated from the existing future land use is approximate 245 daily weekday vehicle trips, 14 a.m. peak hour trips and 29 p.m. peak hour trips (ITE, Land Use Code 220 (Apartment)).

Traffic Analysis for current land use (RM)				
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**Weekday Avg. Trip Ends**
220	Apartment	20 du	T = 6.06 (X) + 123.56	245
Total				245

The number of vehicle trip ends projected to be generated from the proposed future land use is negligible. As noted, this request and subsequent SEU is for the construction of a drainage facility for the adjacent property on the south. At this time, it is the owner's intention to keep this site as pristine as possible except for the actual detention area there will not be any other development taking place on it. In addition, the ITE Trip Generation Manual does not provide trip generation information for detention areas because they are not typically traffic generators. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition." This comp plan amendment will represent a marked decrease in vehicle trip ends.

Parks/Open Space: Changing the future land use to OSC will prohibit residential development on these parcels. As such, parkland would not be required for this project, however this parcel will, by its very nature of being a conservation tract, provide over 1.5 acres of open space.

Schools: Since there is no residential component to this project school concurrency will not apply.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project. Due to the proposed use (drainage facility) on this property, there will be no solid waste impacts with this development.

Environmental: An environmental study and tree survey will be required as part of the site plan process. All environment information will be reviewed during site plan review process and any and all environmental issues will be addressed at that time. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed.

Flood Zone: This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 17 which is located at 10240 SW Village Parkway. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. As this proposed Comprehensive Plan Amendment is for a drainage pond, the Fire District's service commitments to this project are not expected to be adversely impacted.

Compatibility Analysis: Changing the land use from RM (Medium Density Residential) to OSC (Open Space Conservation) is not expected to have an adverse impact on the surrounding neighborhood. This property is sandwiched between existing residential uses to the north and west, and future commercial development to the south. By changing the land use on these lots to an OSC future land use, and subsequent OSC zoning, the property will act like a natural buffer area between these two contrasting uses.

Justification/Mitigation: There are several Goals, Policies, and Objectives identified in the City of Port St. Lucie's Comprehensive Plan which justify this small scale comprehensive plan amendment. This includes Goal 1.1, Objective 1.1.7, and Policies 1.1.2.2 and Policy 1.1.4.6. Objective 1.1 permits an appropriate mix of land uses which meet the needs of current and future residents of Port St. Lucie in a way which is environmentally acceptable and developed concurrently with needed facilities and services. Objective 1.1.7 allows the City to initiate and utilize planning and development controls to discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and improve community appearance. Policy 1.1.2.2 requires all development to be located in a manner such that the natural topographic features of a site are not adversely altered so as to negatively affect the drainage of neighboring properties or visual aesthetics of the area. Policy 1.1.4.6 requires the Future Land Use Map to allocate open space designation to: a) recreation areas, b) conservation areas, and c) preservation areas. It further states that all conservation areas should, to the maximum reasonable extent, maintain the natural character of the land.

RELATED PROJECTS:

P16-048 – Brescia St. Parcels 12-19 Rezoning Application. This application will rezone 1.86 acres from RS-2 to OSC for conservation and drainage use. This application is being reviewed concurrently with this comprehensive plan amendment.

P16-049 – Brescia St. Parcels 12-19 Special Exception Use Application. This application is to permit a drainage area serving an adjacent development as per §158.101 (C) (2). This application will be reviewed at SPRC on April 27, 2016

P16-050 – Brescia St. Parcels 14-17 Rezoning Application. This application is to rezone 0.7 acres from RS-2 to CH. This application is being reviewed concurrently with this this comprehensive plan amendment.

STAFF RECOMMENDATION:

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

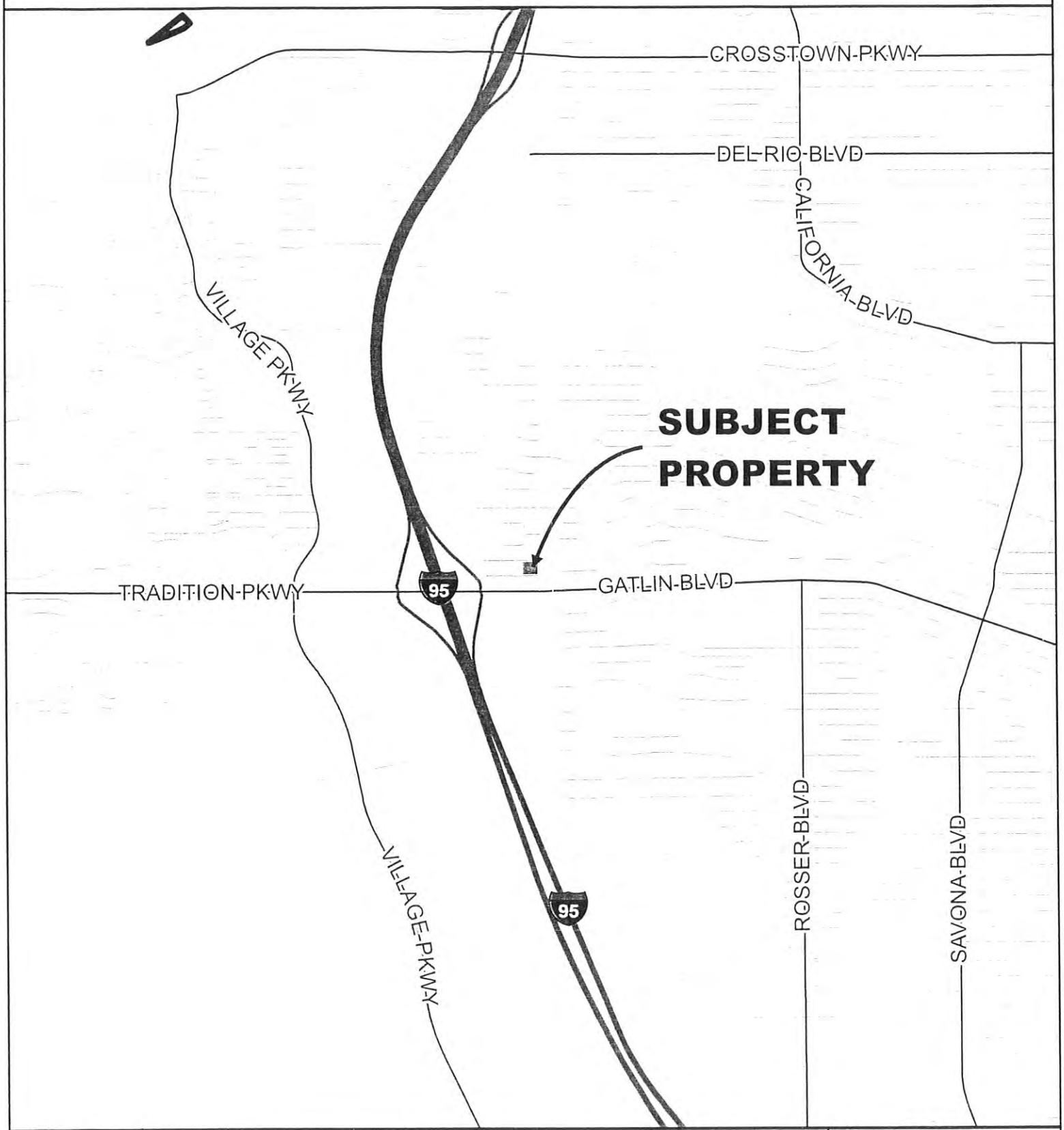
The applicant held a public information meeting on this project on Thursday April 7, 2016.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

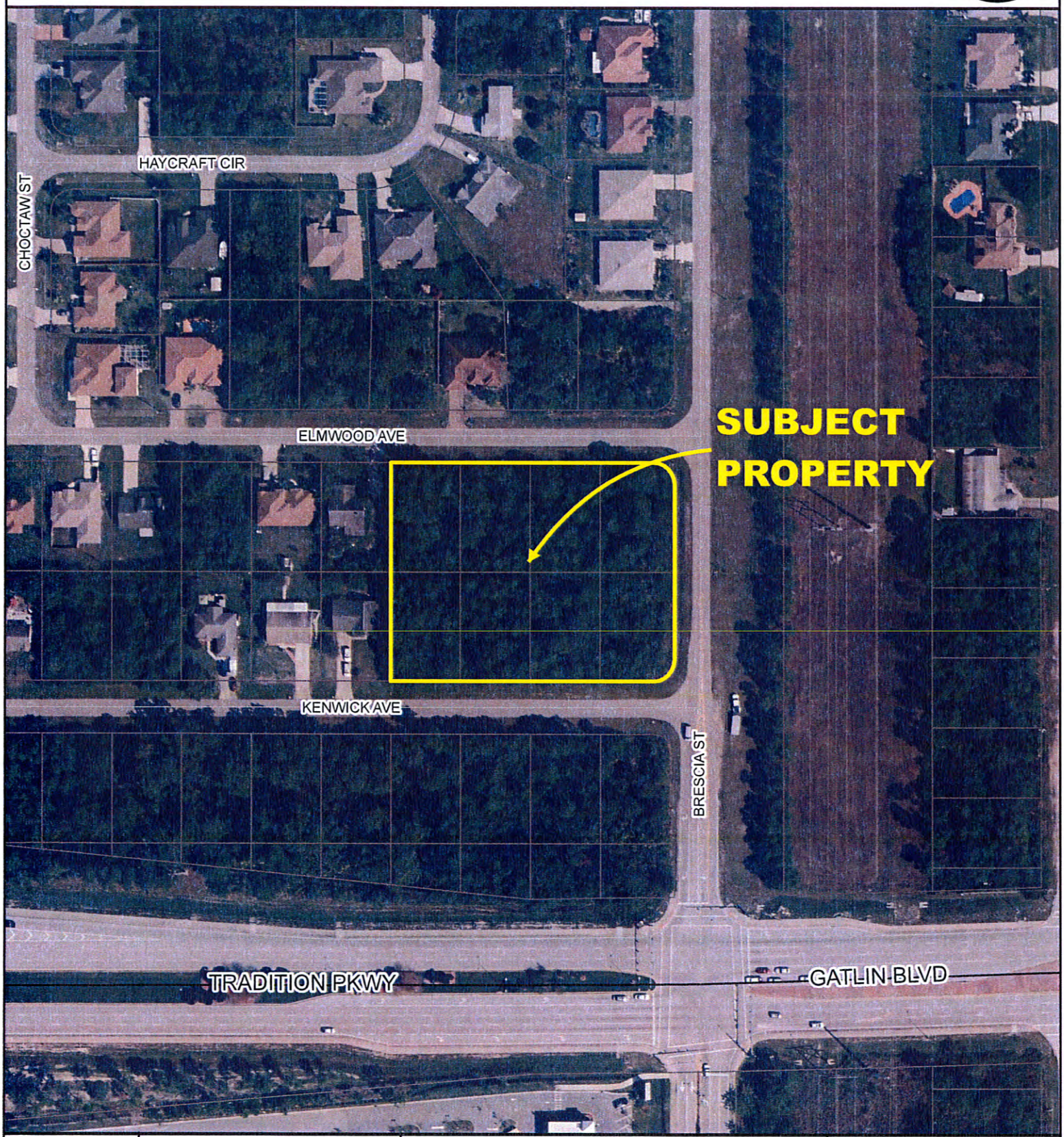
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



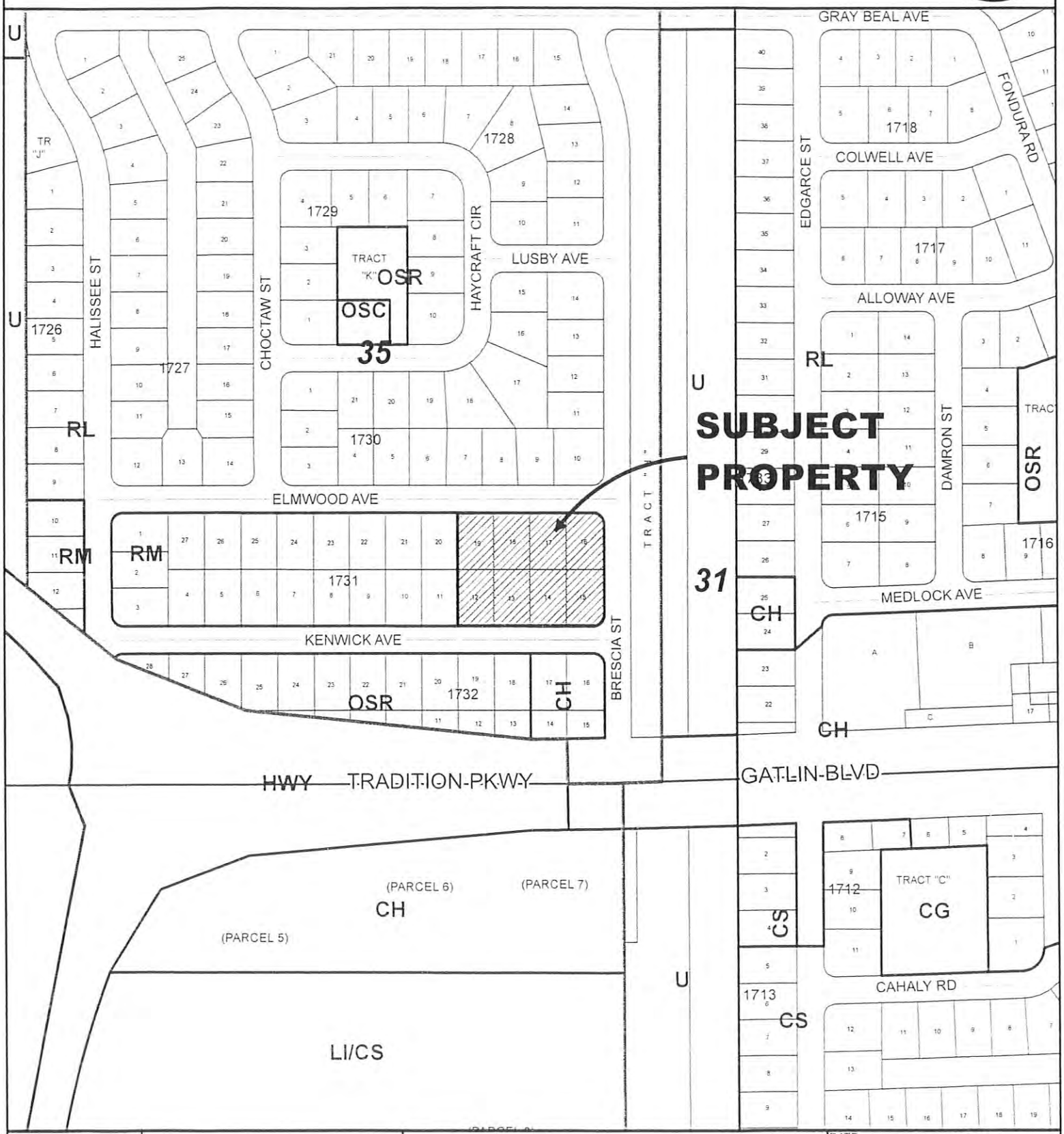
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT BRESCIA STREET PARELS 12-19 SECTION 35, BLOCK 1731, LOTS 12-19	DATE: 4/11/2016 APPLICATION NUMBER: P16-047 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



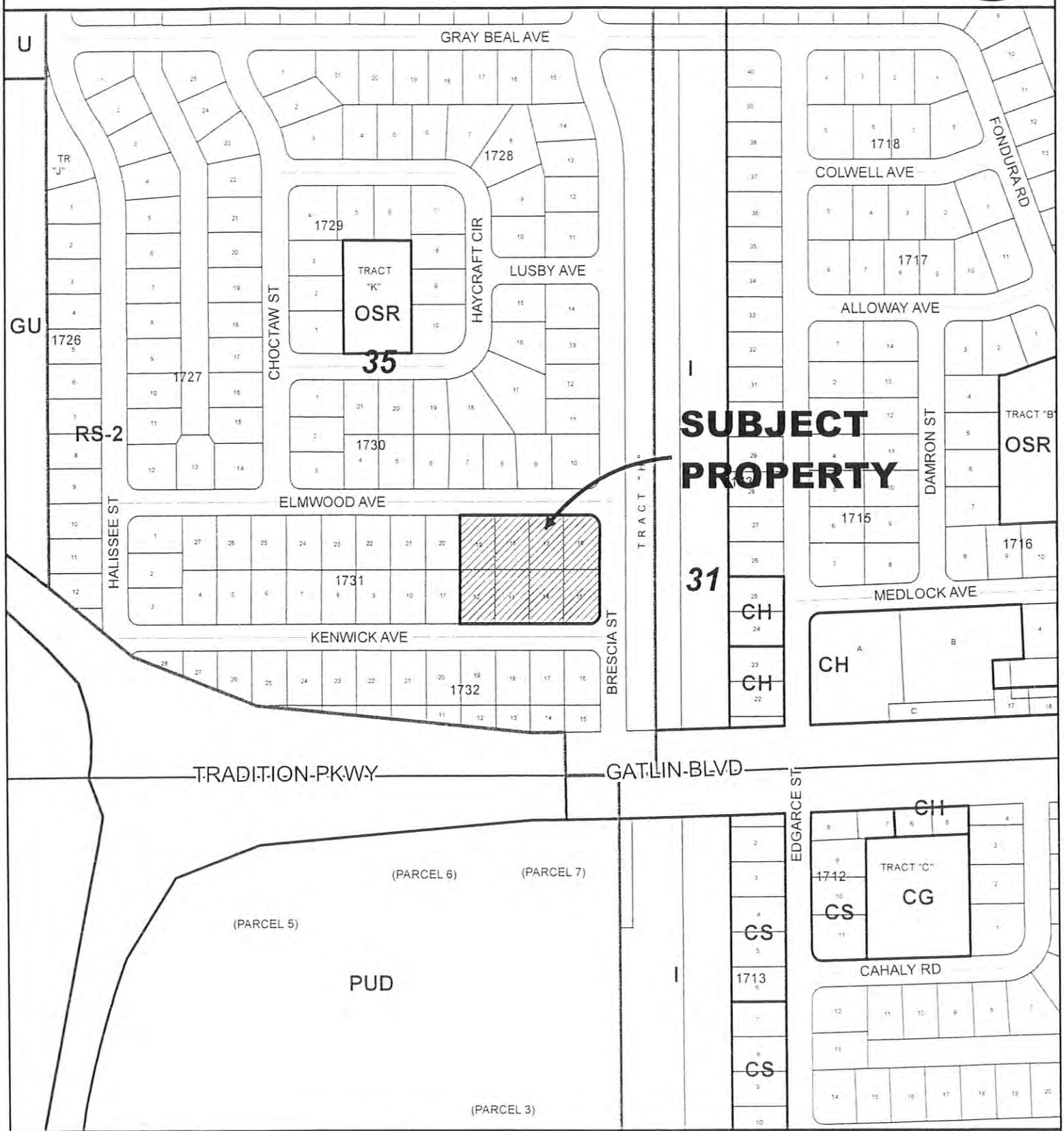
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT BRESCIA STREET PARELS 12-19 SECTION 35, BLOCK 1731, LOTS 12-19 AERIAL DATE 2014	DATE: 4/11/2016 APPLICATION NUMBER: P16-047 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT BRESCIA STREET PARELS 12-19 SECTION 35, BLOCK 1731, LOTS 12-19	DATE 4/11/2016 APPLICATION NUMBER: P16-047 USER: patricias SCALE: 1 in = 288 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT BRESCIA STREET PARELS 12-19 SECTION 35, BLOCK 1731, LOTS 12-19	DATE: 4/11/2016 APPLICATION NUMBER: P16-047 USER: patricias SCALE: 1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772)871-5121 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-047
Fee (Nonrefundable)$ 4,034.40
Receipt # 89425

Refer to "Fee Schedule" for application fee. Make checks payable to the "City of Port St. Lucie". Fee is nonrefundable unless application is withdrawn prior to Planning and Zoning Board Meeting. All items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of recorded deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: smarcks@landscapeda.com

PROPERTY OWNER

Name: Daryl M. Carter

Address: 3333 S Orange Avenue, Suite 200, Orlando

Telephone No.: 407-422-3144 Fax No.:407-422-3155

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON

Name: Daryl M. Carter

Address: 3333 S Orange Avenue, Suite 200, Orlando

Telephone No.: 407-422-3144 Fax No.:407-422-3155

AGENT OF OWNER (if any)

Name: Landscape Design Associates, LLC

Address: 702 SW Port St. Lucie Blvd, Port St. Lucie, FL 34953

Telephone No.: 971-6060 Fax No.:

RECEIVED
MAR 31 2016
PLANNING DEPARTMENT

1731

PROPERTY INFORMATION

Boundary Description: Lots 12-19, Block 1762, Section 35, ORB 15, Pages 10, 10A – 10P

(attach map)

Parcel I.D. Number: 3420-670-0218-000-9, 3420-670-0217-000-2, 3420-670-0216-000-5, 3420-670-0215-000-8, 3420-670-0214-000-1, 3420-670-0213-000-4, 3420-670-0212-000-7, 3420-670-0211-000-0

Current Land Use RM Proposed Land Use OSC

Current Zoning RS-2 Acreage of Property: 1.86 ac

Reason for Comprehensive Plan Amendment: to provide Open Space and passive recreation, to provide drainage for adjacent commercial parcel

*Signature of Owner	Daryl M Carter, Trustee Hand Printed Name	03/28/2016 Date

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

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

March 28, 2016

Mrs. Patti Tobin, Planning Director
City of Port St, Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Dear Mrs. Tobin:

RE: Brescia Street Parcels 12 through 19 – Small Scale Land Use Amendment & Rezoning

Please accept this letter as authorization for Sabine Marcks with Landscape Design Associates to represent Daryl M. Carter, Trustee and Maury L. Carter & Associates, Inc. in all matters related to the application for a Small Scale Land Use Amendment and rezoning regarding the Brescia Street Development.

Should you have questions, please contact me. Thank you.

Sincerely

Daryl M. Carter
President

/jmf
cc: Ms. Sabine Marcks (via e-mail)

RECEIVED
MAR 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE

3333 S. Orange Avenue, Suite 200 • Orlando, Florida 32806-8500
Post Office Box 568821 • Orlando, Florida 32856-8821
Telephone (407) 422-3144
Fax (407) 422-3155
www.maurycarter.com

Maury L. Carter & Associates, Inc.
SM Licensed Real Estate Broker

DARYL M. CARTER, as Trustee under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER-GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821

JUANNE HULMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2208283 OR BOOK 17. PAGE 2431
Recorded:05/22/03 15:14

* Doc Assump: $ 0.00
* Doc Tax : $ 175.00
* Int Tax : $ 0.00

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 3420-670-0212-000/7

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 19th day of May, 2003, between **OLD POST ROAD GROUP, LIMITED PARTNERSHIP, a Florida limited partnership**, as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER-GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 13, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of

the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee

hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print Name: JULIAN ALMEIDA

Wallace W. Hickman

Print Name WALLACE W. HICKMAN

GRANTOR:

OLD POST ROAD GROUP, LIMITED PARTNERSHIP, a Florida limited partnership

Malcolm DuBois

Malcolm DuBois, as general partner

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 16th day of May, 2003, by Malcolm DuBois, as general partner of OLD POST ROAD GROUP, LIMITED PARTNERSHIP, a Florida limited partnership, who is personally known to me or who has produced _____ as identification and who did take an oath.

Judith Ann Brookshire

Name of Authorized Official
Print Name: JUDITH ANN BROOKSHIRE
Title_____

JUDITH ANN BROOKSHIRE
MY COMMISSION # CC 884966
EXPIRES: November 1, 2003
Bonded Thru Notary Public Underwriters

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

* Doc Assump: $ 0.00
* Doc Tax : $ 87.50
* Int Tax : $ 0.00

Property Appraisers Parcel
Identification Numbers: 3420-670-0213-000/4

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 21st day of July, 2003, between **TECH KEO and VANNA PAL KEO**, his wife, collectively as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 14, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

Grantors' representations as to the powers and duties of Land Trustee are acknowledgments only, and Grantor makes no warranties or representations as to any language contained in this deed vesting powers and duties to the Land Trustee.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 224699B OR BOOK 1767 PAGE 1847
Recorded:08/05/03 11:57

or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print Name: ELIZABETH ELLER

Print Name Betty J. Wood

Print Name: ELIZABETH ELLER

Print Name Betty J. Wood

GRANTOR:

Tech Keo

Vanna Pal Keo

OR BOOK 1767 PAGE 1849

STATE OF CONNECTICUT
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21st day of July, 2003, by **Tech Keo**, who is personally known to me or who has produced CT D/L 034571735 as identification and who did take an oath.

Name of Authorized Official
Print Name:
Title

W. FRANKLIN WOOD
NOTARY PUBLIC
MY COMMISSION EXP. OCT. 31, 2003

STATE OF CONNECTICUT
COUNTY OF Hartford

The foregoing instrument was acknowledged before me this 21st day of July, 2003, by **Vanna Pal Keo**, who is personally known to me or who has produced CT D/L 204655782 as identification and who did take an oath.

Name of Authorized Official
Print Name:
Title

W. FRANKLIN WOOD
NOTARY PUBLIC
MY COMMISSION EXP. OCT. 31, 2003

JOHNNIE MORTHAM, CLERK OF THE CIRCUIT COURT - ST. LUCIE COUNTY
File Number: 2190696 OR BOOK 169 PGE 121
Recorded:04/21/03 13:24

* Doc Assump: $ 0.00
* Doc Tax : $ 210.00
* Int Tax : $ 0.00

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 3420-670-0214-000/1

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 11th day of April, 2003, between **SOPHY PRAK**, a single woman, as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 15, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and

to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print Name: CHRIS GUILLET

Natalia Leitao

Print Name NATALIA LEITAD

GRANTOR:

Sophy Prak

Sophy Prak

STATE OF RHODE ISLAND
COUNTY OF PROVIDENCE

The foregoing instrument was acknowledged before me this 11 day of April, 2003, by **Sophy Prak**, who is personally known to me or who has produced RI LICENSE as identification and who did take an oath.

Name of Authorized Official
Print Name: CHRISTINE S GUILLET
Title NOTARY
9-20-05

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 3420-670-0215-000/8

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 20 day of ~~September~~ October, 2003, between **CARLOS PRESENCIA JURADO and PILAR MILAGROS DIAZ de PRESENCIA**, his wife, collectively as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

* Doc Assump: $ 0.00
* Doc Tax $ 233.80
* Int Tax $ 0.00

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

> Lot 16, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.
>
> which is hereafter referred to as "the Property")

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2289054 OR BOOK 1821 PAGE 1416
Recorded:10/15/03 08:48

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of

the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee

OR BOOK 1821 PAGE 1417

hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print Name: MARIA HERNANDEZ

Print Name MYLENE SIMOZA

Print Name: MARIA HERNANDEZ

Print Name MYLENE SIMOZA

Witness

GRANTOR:

Carlos Presencia Jurado

Pilar Milagros Diaz de Prescencia

Bolivarian Republic)
Of Venezuela)
City of Caracas)
Embassy of the)
United States of America)

The foregoing instrument was acknowledged before me this _____ day of OCT - 2 2003, 2003, by Carlos Presencia Jurado, ~~who is personally known to me~~ or who has produced Venezuelan Identification Card as identification and who did take an oath.

Name of Authorized Official
Print Name MATTHEW A. COTTRELL
Title Vice Consul of the United States of America
DOES NOT EXPIRE

Bolivarian Republic)
Of Venezuela)
City of Caracas)
Embassy of the)
United States of America)

Witness

The foregoing instrument was acknowledged before me this _____ day of OCT - 2 2003, 2003, by Pilar Milagros Diaz de Prescencia, ~~who is personally known to me~~ or who has produced Venezuelan Identification Card as identification and who did take an oath.

Name of Authorized Official
Print Name: MATTHEW A. COTTRELL
Title Vice Consul of the United States of America
DOES NOT EXPIRE

OR BOOK 1821 PAGE 1418

JOANNE HOLMAN, CLERK OF THE CIRCU COURT - SAINT LUCIE COUNTY
File Number: 2217375 OR BOOK 1730 PAGE 1123
Recorded:06/10/03 15:37

* Doc Assump: $ 0.00
* Doc Tax : $ 94.50
* Int Tax : $ 0.00

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 3420-670-0216-000/5

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 27th day of May, 2003, between **JEROME A. KLEIN and SCOTT D. KLEIN**, collectively as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 17, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

Grantors' representations as to the powers and duties of Land Trustee are acknowledgments only, and Grantor makes no warranties or representations as to any language contained in this deed vesting powers and duties to the Land Trustee.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in præsenti* or *in futuro*, and upon any terms and for any period

or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Print Name: Nick Dimopoulos

Print Name Charles Saltzman

Print Name: [illegible]

Print Name Nick Dimopoulos

GRANTOR:

Jerome A. Klein

Scott D. Klein

STATE OF NEW JERSEY
COUNTY OF Gloucester

The foregoing instrument was acknowledged before me this 22 day of May, 2003, by Jerome A. Klein, who is personally known to me or who has produced Driv. License as identification and who did take an oath.

Name of Authorized Official
Print Name: Victor Pekns
Title Notary Public

VICTOR PETERS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires June 4, 2003

STATE OF MA
COUNTY OF NORFOLK

The foregoing instrument was acknowledged before me this 27 day of May, 2003, by Scott D. Klein, who is personally known to me or who has produced MAOL # S50011800 as identification and who did take an oath.

Name of Authorized Official
Print Name: MAUREEN S. DWYER
Title NOTARY

MAUREEN S. DWYER
Notary Public
My Commission Expires July 18, 2004

File Number: 2223075 OR BOOK 1735 PAGE 894
Recorded:06/19/03 15:15

* Doc Assump: $ 0.00
* Doc Tax : $ 87.50
* Int Tax : $ 0.00

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 3420-670-0217-000/2

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 05 day of June 2003, between **GERALD J. FRACCARO and JO ANN FRACCARO**, his wife, collectively as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER - GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 18, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A, through 10P, Public Records of St. Lucie County, Florida.

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition

or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to

above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Jill A Williamson
Print Name: Jill A Williamson

Print Name Luke Frost

Jill A Williamson
Print Name: Jill A Williamson

Print Name Luke Frost

GRANTOR:

Gerald J. Fraccaro

Jo Ann Fraccaro

STATE OF MICHIGAN
COUNTY OF Grand Traverse

The foregoing instrument was acknowledged before me this 5th day of June 2003, by **Gerald J. Fraccaro**, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

Jill A Williamson
Name of Authorized Official
Print Name: Jill A Williamson
Title CSR

JILL WILLIAMSON
Notary Public, Antrim County, MI
My Commission Expires 9-9-05

STATE OF MICHIGAN
COUNTY OF Grand Traverse

The foregoing instrument was acknowledged before me this 5th day of June 2003, by **Jo Ann Fraccaro**, who is personally known to me or who has produced Drivers License as identification and who did take an oath.

Jill A Williamson
Name of Authorized Official
Print Name: Jill A. Williamson
Title CSR

JILL WILLIAMSON
Notary Public, Antrim County, MI
My Commission Expires 9-9-05

JANNE HOLMAN, CLERK OF THE CIRCUI JURT - SAINT LUCIE COUNTY
File Number: 2194807 OR BOOK 1701 PAGE 2961
Recorded:04/29/03 12:45

* Doc Assump: $ 0.00
* Doc Tax : $ 157.50
* Int Tax : $ 0.00

Prepared by and Return to:
David R. Woods
Woods & Woods, P.A.
612 East Colonial Drive, Ste. 190
Orlando, Florida 32803

Property Appraisers Parcel
Identification Numbers: 3420-670-0214-000/1

WARRANTY DEED TO TRUSTEE UNDER LAND TRUST

(Wherever used herein the terms "first party" and "second party" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

THIS INDENTURE, made this 17th day of April, 2003, between **EDWIN SANTIAGO** and **OSCAR SANTIAGO**, as joint tenants with a right of survivorship, collectively as Grantor, and party of the first part, and **DARYL M. CARTER, as Trustee** under the provisions of an unrecorded land trust agreement dated February 25, 2002, of the County of Orange, State of Florida, and known as the **CARTER-GATLIN LAND TRUST**, pursuant to Section 689.071, Florida Statutes, with full power and authority to protect, conserve and to sell, or to lease or to encumber, or to otherwise manage and dispose of property, hereinafter described, whose post office address is: Post Office Box 568821, Orlando, Florida 32856-8821, (hereafter referred to as "Land Trustee") as party of the second part,

WITNESSETH, that the said party of the first part, for and in consideration of the sum of ten dollars ($10.00) in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said party of the second part, its successors and assigns forever, the following described land, situate, and being in the County of St. Lucie, State of Florida, to wit:

Lot 19, Block 1731, of PORT ST. LUCIE SECTION 35, according to the Plat thereof, as recorded in Plat Book 15, Page 10, Public Records of St. Lucie County, Florida

which is hereafter referred to as "the Property")

TO HAVE AND TO HOLD the above-described Property in fee simple with the appurtenances upon the trust and for the purposes set forth in this Deed and in the Land Trust agreement dated February 25, 2002 ("Trust Agreement").

Grantor certifies that on the date of execution, delivery and recordation of this instrument, no individual Grantor, beneficiary of a Grantor trust, or the family of a beneficiary of a Grantor trust resided upon any portion of the Property, or any property contiguous thereto. The Property is not the constitutional homestead of the Grantor, or of a beneficiary of a Grantor trust.

AS PROVIDED IN SECTION 689.071, FLORIDA STATUTES, Land Trustee is hereby vested with full power and authority to improve, protect and subdivide the Property or any part thereof, to dedicate parks, streets, highways or alleys, and to vacate any subdivision or part thereof and to re-subdivide the Property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey either with or without consideration, to convey the Property or any part thereof to a successor or successors in trust, to declare all or any portion of the property to condominium type ownership, and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in the Land Trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber the Property or any part thereof, to lease the Property or any part thereof, from time to time, in possession or reversion, by leases to commence *in preasenti* or *in futuro*, and upon any terms and for any period or periods of time not exceeding in the case of any single demise the term of ninety-nine (99) years, and to renew or extend leases and to amend, change or modify leases and the terms and provisions thereof, to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion, and to contract respecting the manner of fixing the amount of present or future rentals, to partition

or exchange the Property or any part thereof for other real or personal property, to grant easements or changes of any kind, to release, convey, or assign any right, title or interest in or about the Property or any part thereof, and to deal with the Property in every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to, or different from, the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the Land Trustee in relation to the real estate or to whom the real estate or any part of it shall be conveyed, contracted to be sold, leased or mortgaged by Land Trustee, be obliged to see to the application of any purchase money, rent or money borrowed or advanced on the premises, or be obliged to see that the terms of said Trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the Land Trustee, or be obliged or privileged to inquire into any of the terms of the Trust Agreement or the identification or status of any named or unnamed beneficiaries, or their heirs or assigns to whom the Land Trustee may be accountable; and every deed, trust deed, mortgage, lease or other instrument executed by Land Trustee in relation to the real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance lease or other instrument (a) that at the time of its delivery the Trust created by this Deed and by the Trust Agreement was in full force and effect, (b) that the conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Deed and in the Trust Agreement and is binding upon all beneficiaries under those instruments, (c) that Land Trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that the successor or successors in trust have been appointed properly and vested fully with all the title, estate, rights, powers, duties and obligations of the predecessor in trust. If there are co-Land Trustees, it is specifically understood that the signature of only one of the Co-Land Trustees shall be required to accomplish the foregoing.

Any contract, obligation or indebtedness incurred or entered into by the Land Trustee in connection with the property shall be as Land Trustee of an express trust and not individually and the Land Trustee shall have no obligations whatsoever with respect to any such contract, obligation or indebtedness except only so far as the trust property in the actual possession of the Land Trustee shall be applicable for the payment and discharge thereof; and it shall be expressly understood that any representations, warranties, covenants, undertakings and agreements hereinafter made on the part of the Land Trustee, while in form purporting to be the representations, warranties, covenants, undertakings and agreements of the Land Trustee, are nevertheless made and intended not as personal representations, warranties, covenants, undertakings and agreements by the Land Trustee or for the purpose or with the intention of binding the Land Trustee personally, but are made and intended for the purpose of binding only the trust property specifically described herein; and that no personal liability or personal responsibility is assumed by nor shall at any time be asserted or enforceable against the Land Trustee individually on account of any instrument executed by or on account of any representation warranty, covenant, undertaking or agreement of the Land Trustee, either expressed or implied, all such personal liability, if any, being expressly waived and released and all persons and corporations whomsoever and whatsoever shall be charged with notice of this condition from the date of the filing for record of this Deed.

The interest of the beneficiary under this Deed and under the Trust Agreement referred to previously and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of the real estate, and that interest is declared to be personal property, and no beneficiary under this Deed shall have any title or interest, legal or equitable, in or to the real estate as such but only as interest in the earnings, avails and proceeds from that real estate as aforesaid.

In the event of the death of the Land Trustee, and upon a recording in the public records of Orange County, Florida of a death certificate of the Land Trustee, and notice of appointment of a Successor Land Trustee, title to the land described herein shall be deemed to be held by the Successor Land Trustee and to pass to the Successor Land Trustee without the requirement of recording any further or additional documents.

The Land Trustee shall have no personal liability whatsoever for action as Land Trustee under the trust agreement referred to above or by virtue of taking title to the land described above and the sole liability of Land Trustee hereunder shall be limited to the property which the Land Trustee holds under the trust agreement referred to

above.

And the Grantor by this deed does hereby warrant the title, in and to the Property and will defend the same against the lawful claims of all persons whomsoever. "Grantor," "Grantee," "Land Trustee" and "Beneficiary" are used for singular or plural, as context requires.

IN WITNESS WHEREOF, the said party of the first part, has hereunto set his hands and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

Rachel Lindstrom
Print Name: RACHEL LINDSTROM

Tammy Lemmis
Print Name Tammy Lemmis

Rachel Lindstrom
Print Name: RACHEL LINDSTROM

Tammy Lemmis
Print Name Tammy Lemmis

GRANTOR:

Edwin Santiago

Oscar Santiago

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of April, 2003, by Edwin Santiago, who is personally known to me or who has produced FLDL as identification and who did take an oath.

Name of Authorized Official
Print Name: Catherine A. Weinman
Title Notary Public

Catherine A. Weinman
Commission # DD132392
Expires Aug. 23, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 17th day of April, 2003, by Oscar Santiago, who is personally known to me or who has produced NYDL as identification and who did take an oath.

Name of Authorized Official
Print Name: Catherine A. Weinman
Title Notary Public

Catherine A. Weinman
Commission # DD132392
Expires Aug. 23, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

DEAN MEAD

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
P.O. Box 2757 (ZIP 34954)
Fort Pierce, FL 34947

(772) 464-7700
(772) 464-7877 Fax
www.deanmead.com

Attorneys and Counselors at Law
Orlando
Fort Pierce
Gainesville
Tallahassee
Tampa
Viera/Melbourne

W. LEE DOBBINS
LDobbins@deanmead.com

Received
AUG 29 2016
City of Port St. Lucie
City Council

August 24, 2016

VIA EMAIL AND U.S. MAIL
Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

Re: Proposed Starbucks at the Northwest corner of Brescia Street and Gatlin Blvd

Dear Mayor:

I am sending you this letter on behalf of Equitas Management Group, LLC ("Equitas"). Equitas has a contract to purchase the vacant lot on the northwest corner of Brescia Street and Gatlin Blvd (shown as Parcel 1 on the attached sketch), and has been working through the City approval process for the construction of a Starbucks on that corner. Their plan includes the development of 8 lots on the North side of Kenwick Avenue, which Equitas also has under contract (shown on the attached sketch as Parcel 2), as a drainage/retention parcel for the project.

After consulting with the residents living near Parcel 2 and with City Staff, Equitas would like to propose a "land swap" with the City, whereby Equitas would have Parcel 2 conveyed to the City and in return the City would convey to Equitas land on Gatlin Blvd (shown as Parcel 3 on the attached sketch). Equitas could then use Parcel 3 for drainage/retention and the City could keep Parcel 2 as a conservation or recreation tract for the benefit of the adjoining neighborhood. Equitas proposes that the land swap could be accomplished through the following steps:

- City Council approval of the land swap as set forth in this letter in concept at a public meeting.

- Equitas will draft a Contract setting forth the terms of the land swap for review and approval by the City Attorney. The Contract would provide that the closing of the land swap would be contingent upon (a) Equitas providing the City with real estate broker opinions of value for Parcel 2 and Parcel 3 (at no cost to the City) that are satisfactory to the City, (b) Equitas providing the City with a survey

A Member of ALFA International - The Global Legal Network

(at no cost to the City) describing the exact boundaries for Parcel 3 (approximately .66 acres), and (c) the City amending the future land use and zoning of Parcel 3 to CH land use and CH zoning (at no cost to Equitas).

- Upon approval of the proposed Contract by the City Council, the City and Equitas will sign the Contract.

- After all contingencies under the Contract have been met, a closing will be held. At closing, simultaneously (a) Equitas will assign its contract to purchase Parcel 2 to the City, (b) Equitas will pay the purchase price for Parcel 2, (c) Parcel 2 will be conveyed to the City, and (d) the City will convey Parcel 3 to Equitas. Equitas will provide the City with a title insurance policy for Parcel 2, at Equitas' cost. Equitas will pay all closing costs, including the recording fees and documentary stamp taxes.

- After the closing, the City will rezone Parcel 2 for conservation or recreation and Equitas will seek site plan approval for Parcel 1 and Parcel 3.

We hereby request that the City Council approve in concept the proposed land swap, as set forth above. If possible, we would like this item to be placed on the September 12 City Council agenda. Thank you for your assistance in trying to reach an agreement that is beneficial to all of the parties.

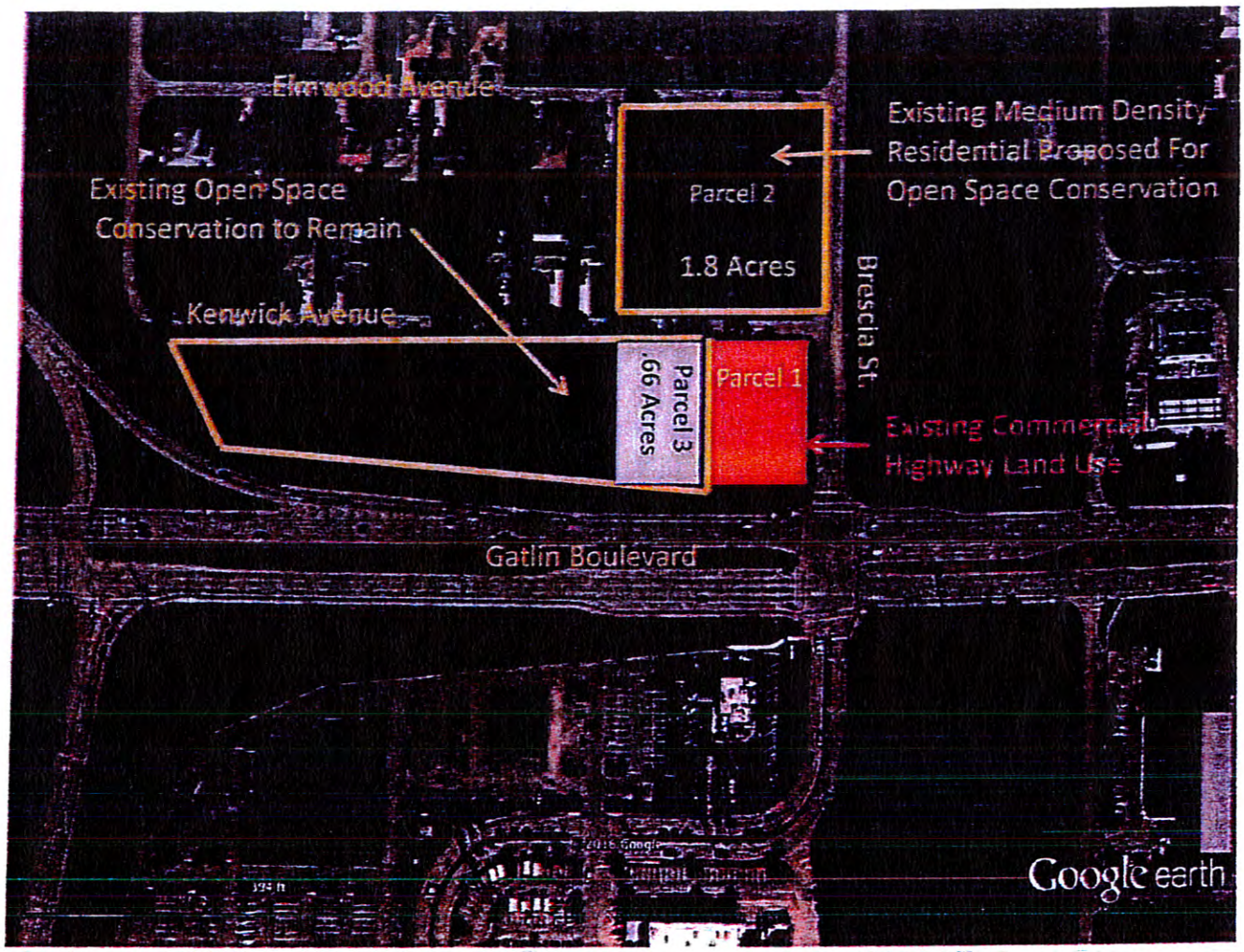
Best regards,

W. Lee Dobbins

WLD:sh

cc: Hal Dodt (via email / with enclosures)
Patty Tobin (via email / with enclosures)
Daniel Holbrook (via email / with enclosures)
Vice Mayor Linda Bartz (via email / with enclosures)
Councilwoman Michelle Berger (via email / with enclosures)
Councilwoman Shannon Martin (via email / with enclosures)
Councilman Ron Bowen (via email / with enclosures)

EXHIBIT "A"


Elmwood Avenue
Existing Medium Density Residential Proposed For Open Space Conservation
Existing Open Space Conservation to Remain
Parcel 2
1.8 Acres
Brescia St.
Kenwick Avenue
Parcel 3
.66 Acres
Parcel 1
Existing Commercial Highway Land Use
Gatlin Boulevard
Google earth

BRESCIA STREET COMP PLAN + REZONING
ITEMS 7 B, C + D
P16-047, P16-048, + P16-050

2273 SW Kenwick Ave.
Port St. Lucie, FL 34953
(772) 878-7786

April 30, 2016

Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

and

City of Port St. Lucie
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

Re: P16-047; P16-048; P16-050 SW Brescia St.. SW Kenwick Ave. and SW Gatlin Blvd.

Dear Mayor and Planning and Zoning Dept.:

I am writing regarding the proposed plans of development referenced above in my neighborhood. The 2 lots on SW Gatlin Blvd. were designated CH zoning **prior** to the expansion of SW Gatlin Blvd. and the redesigned northbound entrance ramp to I-95. The close proximity of these lots to the entrance ramp create a safety issue and therefore, access to these lots from SW Gatlin Blvd. has been denied by DOT. The developer has purchased two adjacent lots on SW Kenwick Ave. designated residential and wishes to change the zoning on these lots to CH. The access points would be from our neighborhood main entrance SW Brescia St. **with commercial property entrance and exits on my residential street, SW Kenwick Ave.**

Traffic into our neighborhood is quite busy, with SW Brescia St. being our main points of entrance and exit. It is already difficult to enter and exit my driveway with the traffic we have now. We and our neighbors enjoy the convenience and easy access to I-95. These streets also are main routes for children to walk to their bus stops and buses to drive their routes. This commercial development would bring a tremendous increase in traffic into our neighborhood and our street. It would prohibit the activities the residents purchased their homes to enjoy (walking, jogging, biking, nature/bird watching and easy access to I-95) and would negatively impact the quality of life and property values we enjoy in our neighborhood.

There are many other sites on SW Gatlin Blvd. that would provide better access to any commercial development, with much easier access. Myself and my neighbors oppose any commercial development in our neighborhood, We believe the best use of these lots would be to remain residential to keep with the residential homes already in place in our neighborhood, the beauty of the natural landscape and preserve the natural habitat of our native animals (turtles, rabbits, bobcats, racoons and birds).

I invite you to come visit our neighborhood at peak rush hours (6:30 -9:00am and 4:00-7:00pm) and on the weekend days.

Sincerely,

Marianne P. Richard

Marianne P. Richard

cc: City of Port St. Lucie City Council

OPPOSING REQUEST TO CHANGE GATLIN STREET/ BRESCIA RM/RS-2 RESIDENTIAL LAND INTO OSC AND HIGHWAY COMMERCIAL

RECEIVED
MAY 04 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Ms Rebecca Mapp
2201 SW Gray Beal ave
PSL, FL 34953

SSCPA:P16-047, P16-048,P16-050(BRESCIA STREET PARCELS 12-19/14-17

May 2, 2016

CITY OF PSL PLANNING & ZONING DEPT
121 SW Port Saint Lucie Blvd
PSL, FL 34984

Dear Planning & Zoning Dept

I am Ms Mapp, I reside at the above address. 10 years ago I was looking for residential only home sites that commercial industries would not swallow up. I found Gatlin Blvd that was zoned Only Residential .
I purchased a lot and built my home.
Fast forward, Mr Daryl M. Carter request to amend the City of PSL Comprehensive Plan by changing the future land use to designation of property located at Northwest corner of Kenwick ave and Brescia Street, and legally describe as ***P16-047and P16-048 -PSL Section 35, Block 1731, Lots 12-19, from RM (Medium Density Residential) to OSC (Open Space Conservation) /P16-050 change from RS-2 to CH(Highway Commercial) Section 35, Block 1732, lots 14-17***
The IMPOSING PROBLEMs: Commercial Businesses in this area would cause gridlock and triple traffic flow. DOT has denied them consistently access from Gatlin Blvd., due to the too close proximity to I-95 and the nort h bound entrance ramp.
This will have an adverse impact on resident's family and children peaceful quality way of life that resides off of Gatln and Brescia.

Thank You,

Sincerely,

Signature

RECEIVED

MAY 04 2016

DEPARTMENT
ST. LUCIE, FL

4-30-16

City of Port St Lucie

You can get coffee at all gas
tation, McDonald, Burger King. We don't
ed to tear up the landscape on Galten
st to have another coffee. It doesn't add
y beauty to the city just more trash
: throw out

Thank

Ruth H Turner
24811 S.W Halissie St
PS Lucie, Fla
34953

RECEIVED

MAY 0 9 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

, 2016

City of Port St. Lucie
Mayor and City Council
121 SW Port St. Lucie Blvd.
Bldg,. A
Port St. Lucie, FL 34984

and

City of Port St. Lucie
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

Re: Commercial Development of SW Gatlin Blvd., SW Brescia Ave/.
SW Kenwick Ave., and SW Elmwood Ave.
P16-047; P16-048; P16-050

Dear Mayor, Council Members, and City Planner:

Once again, we have been contacted by the potential commercial buyer of the 4 lots on the corner of SW Gatlin Blvd. and SW Brescia Ave. and the 4 residential lots on SW Kenwick Ave. and 4 residential lots on SW Elmwood Ave. Again, the real estate broker is attempting to sell these properties for commercial development.

We oppose any commercial development in our neighborhood for many reasons:
one Increased traffic entering and exiting our neighborhood on our only main road into our neighborhood and the entrance ramp to I-95 North.

two Decrease in our property values with encroachment of commercial development into our neighborhood.

three The displacement of the many forms of protected wildlife (bobcats, sandhill cranes, turtles, panther, bird estuaries, armadillos, possums, wild rabbits, squirrels and raccoons) on the lots on SW Kenwick Ave. and SW Elmwood Ave.

four Negative impact on our safety and ability to enjoy the beauty of our neighborhood.

We invite you to visit our neighborhood and see the beauty and negative impact commercial development would create.

Sincerely,

Maureen Snider-Houghton
2434 SW Brescia St
PSL, FL 34953

RECEIVED

MAY 0 9 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, May 05, 2016 5:29 PM
To: John Finizio
Cc: Patti Tobin; CityAttorney
Subject: RE: Ordinances for upcoming P&Z meeting
Attachments: 4668_001.pdf

Hello John –
Please see attached edits to the Ordinance for the small scale comp plan amendment.
As to the others, I reviewed and have no comments or edits.
Let me know if you have any questions.
Thank you,
Tom Mullin

Thomas F. Mullin
Email: TMullin@nasonyeager.com
Web: www.nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW

Nason Yeager, Gerson White & Lioce, P.A.
7700 Congress Ave., Suite 2201 |Boca Raton |FL |33487

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, April 27, 2016 3:06 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>; CityAttorney <CityAttorney@cityofpsl.com>
Subject: Ordinances for upcoming P&Z meeting

Good Afternoon Tom,

As per the new ordinance & resolution policy that we just initiated, I am attaching the ordinances for the following projects which are being reviewed by the P&Z Board on May 3, 2016:

1. P16-047 Brescia Street Parcels 12-19 small scale comp plan amendment,
2. P16-048 Brescia Street Parcels 12-19 rezoning application, and
3. P16-050 Brescia Street Parcels 14-17 rezoning application.

Thanks Tom. Let me know if there is anything else you need, or have any questions.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: **November 28, 2016 and Quasi-Judicial Hearing on: December 12, 2016**

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Ordinance: 16-86 Brescia Street Lots 12-19 – Rezoning Application (P16-048)

Submittal Date: 11/14/2016

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

BACKGROUND: This application will rezone approximately 1.86 acres from RS-2 (Single Family Residential) to OSC (Open Space Conservation) for a conservation/buffer and drainage area. The use as a drainage area is permitted as a special exception use (SEU) per §158.101 (C) (2) of the City's Zoning Code. The SEU application has been submitted and is currently under review.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on May 5, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on May 3, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the northwest corner of Kenwick Avenue and Brescia Street.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 6 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10E
DATE 11/28/16

ORDINANCE 16 -86

AN ORDINANCE TO REZONE 1.86 ACRES OF PROPERTY LOCATED ON THE NORTHWEST CORNER OF KENWICK AVENUE AND BRESCIA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO OSC (OPEN SPACE CONSERVATION) FOR A PROJECT KNOWN AS BRESCIA STREET LOTS 12-19, P16-048; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Daryl M. Carter, hereinafter referred to as the Applicant, seeks to rezone 1.86 acres of property located on the northwest corner of Kenwick Avenue and Brescia Street and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to OSC (Open Space Conservation); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on May 3, 2016 to consider the rezoning application (P16-048), notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on November, 2016 to consider the rezoning application (P16-048), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 35, Block 1731, Lots 12-19, Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to OSC (Open Space Conservation).

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

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

_____ day of _____ 2016.

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

PZ050316

CITY OF PORT ST. LUCIE
PLANNING AND ZONING BOARD MEETING MINUTES
MAY 3, 2016

A Regular Meeting of the PLANNING AND ZONING BOARD of the City of Port St. Lucie was called to order by Chair Kurek at 1:30 p.m., on May 3, 2016, at Port St. Lucie City Hall, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida.

1. CALL TO ORDER

2. ROLL CALL

Members Present:	Daniel Kurek, Chair Ernie Ojito, Vice Chair Ken Martin, Secretary Deborah Beutel, Alternate Daniel DiTonno Jayson Harrison
Members Not Present:	Christine Skurka
Others Present:	Anne Cox, Assistant Planning and Zoning Director John Finizio, Planner Thresiamma Kuruvilla, Planner Jim MacMillan, Police Department Tom Mullins, P&Z Attorney Marty Sanders, St. Lucie County School District Patti Tobin, Planning and Zoning Director April Stoncius, Deputy City Clerk Supervisor

3. DETERMINATION OF A QUORUM

Chair Kurek confirmed that there was a quorum.

4. PLEDGE OF ALLEGIANCE

Chair Kurek led the assembly in the Pledge of Allegiance.

5. APPROVAL OF MINUTES – APRIL 5, 2016

There being no corrections, the minutes were unanimously approved.

6. CONSENT AGENDA

There was nothing scheduled under this item.

pharmacist." Mr. Ofokansi stated, "I am the pharmacist." The Planning and Zoning Director said, "See, he is right here. He is representing the landowner." Chair Kurek explained, "Port St. Lucie Boulevard is basically a commercial road. It is becoming Commercial everywhere in some form or another. The mixed uses are much less intense than it would be if we were putting up a Walmart or a Target, which could be done. This has been in effect for six months. I don't know what the impact has been, but they are not selling groceries. It is strictly pharmaceutical-types of supplies. I don't see any reason not to approve it." Vice Chair Ojito said, "I agree. It is only 1,600 square feet, and won't generate that much traffic." Chair Kurek stated, "This is recommending approval to the City Council, which means the people that are objecting to this will have another chance to speak before the City Council on this item. We are just recommending approval to the City Council."

Vice Chair Ojito **moved** to recommend approval to the City Council of P16-044, Tropical Homes Office, LMD Rezoning with the two recommendations by staff. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote.

B. P16-047 BRESCIA STREET PARCELS 12-19 – SMALL SCALE COMPREHENSIVE PLAN AMENDMENT

Chair Kurek stated, "This item and the next two items are all related. Mr. Finizio will explain the relationship between the items. We cover everything in the first Public Hearing, not that you can't speak at the next two Public Hearings. I want to make sure it is clear that the next three items are all connected."

Mr. Finizio said, "For these three projects, the owner is Daryl M. Carter. The applicant is Landscape Design Associates, LLC. The general location is the west side of Brescia on the north side of Gatlin Boulevard. There are a total of 12 lots in question. Four of these lots are on the northwest corner of Gatlin and Brescia, while the remaining eight lots are on the northwest corner of Brescia and Kenwick Avenue, which is directly across the street. For all 12 lots, the existing zoning is Single-Family Residential, RS-2, and the property is currently vacant. I will take a step back and briefly discuss the project in general. Simply speaking, it is to provide a commercial development on the four corner lots on Gatlin and Brescia. (**Clerk's Note**: A presentation was shown at this time.) I am showing you a Concept Plan, which was taken out of the Special Exception Use application that you will be reviewing next month, and shows the property in question. The four lots did begin as four standard City lots, however, due to the widening of Gatlin and the close proximity of the I-95 on-ramp, a portion of the two lots fronting Gatlin have been removed due to road improvements and are now part of the Gatlin Boulevard right-of-way. With this portion of the lots removed, development is even more difficult, because the buildable area is not large enough to accommodate all development requirements, in particular water retention. The idea has come up of why not try moving water retention off-site, which is what is being presented today. The project has grown to not only include the commercial site on Gatlin, but the lots on Brescia and Kenwick. The corner lots of Gatlin and Brescia will be rezoned Commercial, while the eight lots across the street will be rezoned for conservation and water retention, hence the reason for the Comprehensive Plan Amendment. The proposed land use is not compatible with

the proposed zoning designation. The approximate size of the eight lots on Kenwick and Brescia are 1.86 aces, and the existing land use is Medium Density Residential. Since drainage areas serving the adjacent development are only permitted as a Special Exception Use in the Open Space Conservation Zoning District, P16-047 is a Small Scale Comprehensive Plan Amendment to change the future land use of the 1.86 acres from RM, Medium Density Residential, to OSC, Open Space Conservation, so the property can be used as a drainage area to serve a future adjacent development. This Special Exception Use application is currently being reviewed by staff, and this application was just reviewed at the Site Plan Review Committee meeting on April 27, 2016. The application should be reviewed by the Planning & Zoning Board next month. Changing the land use from Medium Density Residential to Open Space Conservation is not expected to have an adverse impact on the surrounding neighborhood. The property is sandwiched between existing Residential uses to the north and west, and the future Commercial development to the south. By changing the land use on these lots to OSC, Open Space Conservation and subsequent OSC zoning, the property will act like a natural buffer area between these two contrasting uses. All of these lots are located in the City's Conversion Area, and both rezoning requests are complying with all Conversion Area requirements. Unity of Titles for both applications were submitted to the Legal Department on April 19, 2016."

Mr. Finizio continued, "Project P16-048 is to rezone these 1.86 acres from Single-Family Residential to Open Space Conservation. The ultimate goal is to use this parcel for conservation and drainage for the commercial site on the northwest corner of Gatlin Boulevard and Brescia Street. The use of a drainage area is permitted as a Special Exception Use, as identified per Section158.101(C)(2). Rezoning the 8 lots from RS-2 to OSC is not expected to have an adverse impact on the surrounding neighborhood. The property is located within the City's Conversation Area, and originally this area was envisioned as Multi-family, however, with the potential commercial development on the corner, the Open Space may be better suited for this neighborhood, especially considering the amount of daily trips on Brescia each day. Therefore, the Open Space parcel could better act as a buffer for the existing Residential homes from the proposed Commercial to the south. Finally, P16-050 is a rezoning application to rezone the 0.7 acres on the corner of Gatlin and Brescia from Single-Family Residential to Highway Commercial, CH. This rezoning is for a proposed commercial development to construct a restaurant with a drive-through. Rezoning this property from Single-Family Residential to Highway Commercial is not expected to have an adverse impact on the surrounding neighborhood. This property is located within the City's Conversion Area, and due to its location, it was always envisioned as a Highway Commercial property. The applicant held a public information meeting for this project on April 7, 2016. I would like to make the following staff recommendation for P16-047 Brescia Street, Parcels 12-19, Small Scale Comprehensive Plan Amendment; the Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan, and recommends approval of the proposed amendment based on the analysis and findings, as noted in the staff report. There was a letter of objection received in the office yesterday and was placed on the dais earlier today."

Vice Chair Ojito inquired, "The lots just west of the corner parcel, are those RM? What are they zoned now?" Mr. Finizio responded, "Everything is zoned Single-Family Residential right now. The eight lots that you see highlighted are Single-Family Zoning. The land use, these two are CH." Vice Chair Ojito said, "I'm saying the lots that are just west of that corner lot." Mr. Finizio stated, "That is Open Space Recreation." Vice Chair Ojito clarified, "There will never be any buildings there." Mr. Finizio said, "Probably not, it is owned by the City. As you can see, the lots get smaller because of the on-ramp to I-95." Vice Chair Ojito said, "If they approved this, then you would end up with no construction west of the corner lot and you'd have a conservation area just north of it, because it would kind of be isolated." Mr. Finizio commented, "Correct. Yes." Vice Chair Ojito remarked, "Thank you."

SABINA MARCKS, LANDSCAPE DESIGN ASSOCIATES, LLC., said, "I am representing the applicant and with me is Harold Dodt." Mr. Dodt stated, "I work with Equitas Management and they are the developer for the proposed project. Our company has the project under contract at the present time. My address is 5332 SW Orchid Bay Drive in Palm City." Ms. Marcks said, "We are trying to develop the four parcels that are directly on the corner of Gatlin and Brescia. The main concerns in the neighborhood; we have tried to do this before, and the main concern has always been the impact of removing all of the trees. Right now, it is very densely wooded and is in relatively good shape. There are pepper trees in it, but it is really still a pretty nice pine upland. We came up with the concept of taking those 8 lots of Residential land and donating them to the neighborhood, giving the neighbors a really significant 100-foot deep wildlife buffer that will screen any noise or visual impact that they will have on their single-family residence from the commercial development to the south. The proposed Starbucks will be completely visually screened from the neighbors' driveways and front yards. There is always some impact on traffic, but I think one needs to remember these lots on the top, technically, could be apartments. The zoning is RS, but the land use is RM. I could build 20 units on it, which also has a traffic impact. For the neighborhood and the whole area, the proposal that we are bringing today is much more balanced and more beneficial, because we are providing and giving up eight lots of Residential land, so we can use it for drainage and are also providing the neighborhood with a really significant buffer and wildlife corridor. It has a wildlife value at that point because it is not just 20 feet, it is 150 feet. The Site Plan that Mr. Finizio showed for the Special Exception Use; we are really trying to create a natural looking pond that is not just your regular square. We are not removing any protected trees. We are trying to work with the land and make it attractive and an asset to the neighborhood, so that any negative impact that might come from a Starbucks will be offset by the significant wildlife buffer that we are providing to the north."

Mr. Dodt said, "I have been involved with the property since 2003, and have never had an ownership interest in the property at any time since then. I did represent the owner in the acquisition of the property. The bottom four lots I would point out, at the time of our acquisition and going back in the Land Use Plan, have always been in the Land Use Plan as Highway Commercial. We are asking for a zoning that is consistent with the underlying land use. This is not the first time we've come before the Board with an attempt to try to move commercial development forward. Over the past 13 years, we

have had other ideas. We think that this idea, given the neighborhood input that we have encountered throughout the 13 years at various times, represents a compromise attempt from us. We think it is a very good use for the property and is a very good compromise for the neighbors that live around the property. We are very happy to make this presentation today, because we think we finally reached something that is an equilibrium for both of us. We did have an open house on April 7, 2016, and three couples showed up at the meeting. All of them had very serious reservations about endorsing it and were against any development of the property. I'm sure you will hear from them today."

Mr. Dodt continued, "We have worked extensively with staff, the Engineering Department, and the Planning Department for months, unlike the prior presentation, as it was something that happened very quickly. We have listened to the neighbors, the Planning Department, and the Engineering Department to try to come up with the best solution possible. We tried to get access directly off of Gatlin Boulevard, with a right-in and a right-out, and our traffic consultant is here today. We were unsuccessful with trying to get a direct right-in and a right-out off of Gatlin Boulevard, because of the FDOT requirements. We also proposed to have underground vault drainage for the property, but the City Engineering Department frowns upon underground vault drainage. I think they look at it as a maintenance risk. Even though it is a private property ownership, they are afraid things can go wrong with the maintenance of underground storage, so they frown upon it. That is why we went to the drainage on the north side of Kenwick. I agree with all of the comments that were made earlier about the buffer, and think it is a very positive thing. I would point out that our traffic consultant is here, who has worked on the property for six years with us. This is a very busy municipal boulevard, as there are 39,000 trips on Gatlin Boulevard already. There is a Walmart, Sam's, Home Depot, and Bass Pro Shops, so this is a major Commercial corridor. The property we are proposing is about a 2,100 square-foot drive-through restaurant, which we think will be an asset to the community. Thank you very much."

Mr. Harrison inquired, "How about a right-out onto Brescia? Was that discussed with the Engineering Department?" Mr. Dodt responded, "Yes. The issue with having a right-out directly onto Brescia is the distance between Kenwick and Gatlin Boulevard. We were told that there isn't a sufficient distance to have a right-out." Ms. Marcks said, "If you look at the graphic right now, a right-out would interfere with the right turning lane. Anybody that would come out of the site would be automatically be in that right turning lane. If they want to make a left, they would have to dart all the way across traffic." Mr. Harrison clarified, "Okay, so you did discuss it with them and they didn't want it." Ms. Marcks remarked, "It is just not feasible." Chair Kurek said, "There is only going to be one entrance and exit, and it will be on the backside of the residential street." Ms. Marcks stated, "Correct. Because we are converting the top lots to the OSR, we are not sending traffic headlights in the evenings into people's homes. We are containing all of the visual impact of the traffic inside the site. With this big area on the top, which is . . . again, if it wasn't wooded, I could say it is Open Space, but it is really heavily wooded and is a very healthy site in itself. It really provides 100% screening to anything that will be on that site." The Planning and Zoning Director asked, "Is that what this graphic is showing?" Ms. Marcks responded, "Showing what?" The Planning and Zoning Director

replied, "Vegetation." Ms. Marcks said, "Yes. You can see that it is completely wooded. There are some really big pine trees there, but as you can see, it is a really intact heavily wooded site. There are some pepper trees that will have to be removed, but overall, there is saw palmetto there. It is really and truly a screen, like Florida woods is supposed to be."

Vice Chair Ojito said, "Your intent is to immediately go into a Site Plan approval and this will come through us again, I would assume." The Planning and Zoning Director stated, "The Special Exception will come to you next month and it would be for the offsite drainage and the drive-through. The Commercial is consistent with the zoning and land use." Vice Chair Ojito asked, "On the west side of the corner piece, would there be a requirement for them to create a buffer where the driveway is, going into the corner parcel?" The Planning and Zoning Director replied, "We can discuss that. I don't know that it is beneficial, since the City owns the property to the west. It is Open Space Recreation and I don't see us doing any recreation on there." Vice Chair Ojito pointed out, "It is dense any way." The Planning and Zoning Director said, "Right. I think it would be more detrimental to the landscaping that is there to put the wall in. I don't think we have finalized that requirement." Vice Chair Ojito commented, "Okay, thank you." The Planning and Zoning Director stated, "They might have to get a modification to the landscape requirement, if the Code does require it." Ms. Beutel questioned, "With regard to pedestrian traffic, do you have any plans for sidewalks? I live in that neighborhood and often see children walking or riding their bikes." Ms. Marcks answered, "We are providing a sidewalk along Brescia for the Commercial parcel." Mr. Dodt stated, "We have studied that and the bottom part of the plan shows the sidewalk. We haven't gotten to the Site Plan approval, but our intent is to have the sidewalk along the building parcel and a sidewalk along Brescia between Kenwick and Elmwood, which is the next street up." The Planning and Zoning Director advised, "Those are issues that would come up through the Site Plan Review process."

Mr. DiTonno said, "You said your address is in Palm City. In Palm City, they have a Starbucks and the direction they are going is that they serve alcohol. When we start going through the Site Plan, do you have any idea if it will be one of the ones that will be serving alcohol?" Mr. Dodt responded, "They have talked about doing beer and wine, but have not given us a decision on whether they will do it or not. They would have to apply for a liquor license." Mr. DiTonno commented, "Thank you." Secretary Martin stated, "To be clear, you are proposing to do a sidewalk along Brescia from the one street to the north, as well as all the way down to Kenwick. Then you are also proposing to do a sidewalk going south of there, along the eastern perimeter of the site." Ms. Marcks stated, "Yes, from Kenwick to Gatlin." Secretary Martin asked, "Who is paying for the widened turning lane?" Mr. Dodt replied, "We would be paying for that, the applicant." Secretary Martin said, "You are donating it, basically in a sense, because you are going to make it a preserve. You are donating 8 viable lots that could be Multi-Family, you are putting in a significant amount of sidewalks, and are widening the road, so that the people that live back in that neighborhood will be able to get out of and onto Gatlin." Mr. Dodt said, "That is correct." Secretary Martin commented, "Thank you."

Chair Kurek opened the Public Hearing.

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I am opposing this project, as I have many times, due to the impact. That is our main artery in and out of our neighborhood. Right now, it is a two-lane road with an extra turning lane onto I-95. The traffic that would come into this project would come in off of Gatlin onto Brescia, which is just a quick turn. They would then go left onto my street and turn in, which is a two-lane road into this development. They would also have to exit, so it would make it quite challenging for us that make the left on Brescia to go to the bus where there are kids walking, even with a sidewalk. We would be fighting traffic, trying to make a left into our street into the entrance to this property. We would rather keep our neighborhood Residential and that is our opposition, the impact on the traffic. That is our main artery and is very busy in the morning and in the evening, at all times of the day. They do speed on the street, too. Kids are coming back and forth in the morning and afternoon. There is wildlife that gets hit, so we just want to keep our neighborhood Residential. If there was an impact of opening it up off of Gatlin, it would be a better way, but there is no way to do it. We need to stay Residential. Thank you." Chair Kurek commented, "Thank you very much."

DOUGLAS LE ZELIN said, "I live at 2217 SW Gray Beal Avenue. I definitely oppose the commercialization of the area. It is going to eventually effect property values for residents and increase traffic. It is just urbanization of the whole area and we have enough of it, I think. I don't think it is a good idea. There are plenty of other places to build a Starbucks and it doesn't have to be in that particular area. I don't think it is going to do anything for the neighborhood, except increase a lot of traffic, especially off of 95. It is just going to make a mess out of things. Thank you." Chair Kurek remarked, "Thank you."

ERIC WALSH said, "I live at 2258 SW Elmwood Avenue, which is the road just north of Kenwick. I agree that the Open Space Commercial idea is a great idea, but my problem is with the traffic, as the other people mentioned. I don't have my own traffic engineer working for me, but anecdotally there is a Dunkin' Donuts one block to the east. The traffic it generates is immense. Sometimes I see dozens of cars there, both entering and leaving. That traffic gets backed up in the morning rush hour and it is all the way backed up into the parking lot, because they can't exit out on Gatlin, as the traffic on Gatlin is backed up so much. My major concern is with the traffic, as it seems to be a problem, but if that issue could be worked out, then I think the Open Space Commercial idea is a great one. Thank you."

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. I disagree with the developers. We have a lot of things on Gatlin Boulevard. I built my home and spent a lot of money on Gray Beal. I have two corner lots directly down Brescia. Before you know it, they may turn that from Residential to Commercial. It will be right next to my home. I spent a lot of money on it. There are a lot of kids that get off of the school bus in that area, and the traffic is going to go down my block, because they would close off the traffic on Haycraft Circle and Elmwood Avenue. Instead of going down there, they would be using Gray Beal, which is on my block. The school kids get off there, and we have a lot of bike riders and people jogging and walking in the area, besides the wildlife. I think that there are other spots for a Starbucks, as I particularly don't care about the

Starbucks. I really don't like the coffee, and we should keep it the way it is. There is a lot of space by Home Depot and there is plenty room behind the Bass Pro Shops. If you want to build a Starbucks, you can go on the Boulevard. When you start going into the neighborhood, that means everybody is going to get the idea of let's change Residential into Commercial, just to make more money. I disagree with the developers, as I think it is all about money. It might not even be successful. People might not even go into Starbucks, and what happens if it fails? What happens afterwards, if nobody buys there and the building folds? What is going to happen to the property and the value of all of our homes? We spent a lot of money and are paying taxes for it. Thank you very much." Chair Kurek said, "Thank you very much."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. I'm the house that is directly above Lots 12-19, with woods on either side. It was really the entire reason that I purchased that home. I moved down here and remember driving down the street and filming, so I could look back and remember what this neighborhood looked like, so I'd know if I wanted to move here. I filmed all of that wooded area and thought how beautiful it was. It was like my home in Pittsburgh. I checked about the land zoning when I purchased that property and it was Residential. I was excited and moved in. Immediately, we started having to come before you guys, as they kept trying to change the land usage and zoning, and wearing us down. I'm a teacher at a middle school in the area, and every time I have to take off work to be here. I'm sorry, I don't know why I'm getting choked up. They finally wore us down to where we would come before you, and they would say they didn't have their stuff together and drop it, until finally there were not enough people showing up and they got that part passed through. Apparently, he doesn't have to worry about his property value coming down, because I was told in a very rude manner by these developers that there is no evidence that would ever prove that somebody's house value diminishes by having a gas station placed right in front of their home. I have nothing to hold to that and there is no evidence. A few months ago, they were saying they were going to put a gas station right there, right across from my house. That is what I would be overlooking at that point, and they just keep coming to us with these new revised plans and seeing what we will submit to. If this were an Open Space Conservation, it would not be contingent upon that front property being made into Commercial, and then I would say, absolutely, it is gorgeous. Like they said, it is a perfect Florida woodland area. There are mother and baby bobcats that live there, as I have pictures. There are gopher tortoises that I consistently see going in and out. It is what I moved to Florida for, the beauty of it. I see it being diminished everywhere, and I hope you guys see through their veiled threats that this is zoned Residential Single-Family, but it could be that their land use is for Multi-Family and they could be doing that instead. I hope that you would stay strong. I have been trapped on that street, trying to get to school in the morning, at least three times within the last four months by huge accidents taking place right there in that frontage. That is without the extra people, trying to go to Starbucks in the morning and are late for work, basically, because they would get stuck in line. They are going to be hedging their bets, trying to pull right out onto to 95, just like every morning. All of that traffic is extremely dangerous in the morning and that is with the beautiful frontage to look at. I have been broken into twice already and that is without having a commercial property right there for people. I would

just ask that if we could try to keep as much of this commercial out that I would be safer in my home. Thank you." Chair Kurek commented, "Thank you very much."

JENNIFER TRABAND, said, "I live at 702 SE Thanksgiving Avenue. I do not work for Starbucks. I moved to Port St. Lucie from Seattle and that is where Starbuck's headquarters is. I moved here about a year and a half ago. I recognize that this area has nice houses there and looks like as though Lots 14-17 are going to be the corner. It looks like the trees are still going to be preserved in that front area. I know a lot of Starbucks, especially in Seattle, you can't go 200 feet without seeing one in downtown. They tried to make it a neighborhood-friendly environment. I know that area is commercial, as it has Bass Pro Shops, Wendy's, Home Depot, and Sam's. It seems as though if we block this that you are blocking future commercialized growth in the area. It is just a Starbucks, but the only one in the area that I know of is in Jensen Beach at Britt Road, unless there is one at the mall. There is one in Tradition and one in St. Lucie West, but not in this area. It would be a plus for this area." Chair Kurek commented, "Thank you very much."

BARBARA MASON GARDNER said, "I live at 2449 SW Halissee Street. I moved here nine years ago from the Broward area. I was very satisfied to move here because of the slower pace. I realize that Port St. Lucie is growing now. We have more residents and businesses moving in. I hope that you will keep in mind what the residents would like to happen here. We really enjoy our tranquility and landscape and animals. When you see all of the other signs of property for sale on the other side of the street or further down where there are businesses, you say to yourself, why must a business be put in this area that will truly impact our area, getting in and out? A Starbucks or any business will have a negative impact on our community. I ask you not to create a negative impact. Please value what the residents want and what we appreciate. We would like to stay and have it stay that way; tranquility, certainly the animals, and our single-family homes. Thank you."

There being no further comments, Chair Kurek closed the Public Hearing.

Mr. Dodt said, "On the Dunkin' Donuts comment, that it is often extremely crowded; I don't know that it was properly brought before the Planning Board and how it was planned. The stacking will be able to have 20 to 22 cars that can line up inside the property. I am a Starbucks customer and don't ever see it getting that deep. Sometimes they get eight to nine cars deep, but I think we will be able to address those concerns at a future time. It would be up to this Board to address the Site Plan and approve or disapprove it, so you would still have that. Ms. Thompson, not me personally and nobody that works for us or represents us would ever make demeaning comments to her. That is not what we are about. I don't doubt the veracity of her comments, that somebody might have threatened her about a gas station. I don't know where that came from, but I just want the Board to understand that type of thing did not come from us. There were several comments about the expansion of commercial beyond this parcel. This Board is in strict control of that, via the Land Use Regulations. We only have one parcel that is land use Commercial and that is this small piece that fronts on Gatlin Boulevard. Thank you." Chair Kurek commented, "Thank you very much."

Secretary Martin said, "Coming back to the economics of this, which is where my mind is, this could be Multi-Family. You could have 20 Multi-Family units there and you are not, as it is going to be blocked forever. Having the sidewalks is another expense that these people are willing to pay that is an added value to the neighborhood. Having the right turn lane getting out onto Gatlin is another added value. We sit up here and have to make tough decisions that affect residential people versus commercial people. I don't think any of us take that lightly, I sure don't. I think there needs to be a balance. Gatlin is a gateway corridor to the City and is always going to be commercial. There is nothing we are going to do about it. Having one Starbucks and no future development west of it on the City-owned land, having no future development, you will never see a structure on the eight or six lots, whatever they are proposing to create into Open Space Recreation. We have to come up with a balance and I think it is a reasonable request by the applicant after many years. I do believe we even saw the teacher here before us several years ago. They have come to a good balance and I will be in favor of it."

Chair Kurek said, "I'm concerned about the property behind it, like Secretary Martin said. As it is zoned right now, it could become apartment buildings with medium density. This is a good compromise to have a neighborhood basically with free or an open area forever to be next to your property. The applicant is correct, no commercial activity is going to take place north of this in any way, because it is not part of the overall Land Development Plan. This piece of property that runs on Gatlin is owned by a private individual and there is a point in time that this Board, along with the City Council, will have to make a decision whether or not we are denying him the right to use his property. Right now, it is Residential, but in the Land Development Plan it is reasonable for this to be some kind of Commercial. I can think of other things that can be of less impact to the neighborhood, but Starbucks is a fairly quiet organization. People get their coffee and leave. The ones that I've been to are usually pretty easy and are not like a McDonald's or a Dunkin' Donuts. It is a different environment and I am going to vote in favor of recommending this to the City Council for approval." Vice Chair Ojito said, "It is a very rare event to have a developer gift that much land, with a proposed development like this. I think you should really think about what they are proposing and I would vote in favor as well."

Secretary Martin **moved** to recommend approval to the City Council of P16-047, Brescia Street Lots 12-19, Small Scale Comprehensive Plan Amendment Application. Vice Chair Ojito **seconded** the motion, which **passed unanimously** by roll call vote.

C. P16-048 BRESCIA STREET PARCELS 12-19 – REZONING

Mr. Finizio said, "This is for the rezoning going from RS-2, Single-Family, to Open Space Conservation, based on the new land use. Staff would like to make a recommendation to approve the rezoning application that is submitted."

Chair Kurek opened the Public Hearing.

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. We, the taxpayers who live in this Residential area, think it is unfair that we have no say. It is up to the Council? What about the people? I'm from New York and it wasn't for the New Yorkers, Florida wouldn't be Florida today. I know a lot of people up north and this is very discouraging. I can let them know not to come to Port St. Lucie, as it is controlled by the Board. What about us? What about the people? We are taxpayers and we have no rights. You approve it and it is approved because of money. This is all about the dollar and is not about the people. We are paying taxes and live in the area. The people don't want it and have enough commercial on Gatlin Boulevard. We have a lot of people building and that is fine. I don't disagree with that, but to start going into the blocks, before you know it, the two lots on my street will be changed to Commercial also. It is a stepping stone, and I disagree with it. I don't think it fair to the people who are paying taxes, and it is just up to the Board and the developers and not the people who live in the area. We are disagreeing with the developers and it is like one side here is siding with the developers. I disagree with it." Chair Kurek commented, "Thank you very much for your comments."

MARIANNE RICHARD said, "I live at 2273 SW Kenwick Avenue. I have a petition that 79 of my neighbors signed against this, going around the neighborhood. They would rather see it stay Residential, such as a model home on that land. A two-story model home would fit within the Residential requirement and would not bring in the same kind of traffic, nor would if they did the apartments in the Residential mixed part; 20 apartments would still not bring the volume of traffic that a Starbucks will bring. We are not only considering Port St. Lucie, but north and southbound I-95, once people do a search and see it is there. It is definitely going to increase the traffic coming into our neighborhood and make it quite difficult for us. Also, the reasons we bought our homes is for the easy access on and off I-95, and the nature around us and the activities that we enjoy. We invite you to come out to our neighborhood and see. As I said in my letter, when those lots were designated Commercial Highway, it was before the widening of Gatlin, before the redesign of the I-95 northbound entrance, which makes a big impact on the land and the land use. I ask you, please come to our neighborhood and see what we are talking about and reconsider. Thank you." Chair Kurek commented, "Thank you very much."

Vice Chair Ojito said, "I just want clarification, the item that is before us right now is for rezoning Lots 12 to 19." Chair Kurek stated, "Yes, we are voting on to rezone the 12 to 19 to Open Space Conservation Area. This item would do away with any chance of any apartments or residences to be built on that particular piece of property forever."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. You say forever, but how do I know that is actually the case, because what this is currently zoned for is changing right now before you. You would appoint yourselves as people standing for us. Obviously, that can change at the drop of a hat or the drop of a dollar, as the case may be. The land in front of my house floods consistently as it is. Any time there is any amount of significant rainfall that entire beginning of the turn left onto that street is completely flooded and inundated with water and it stays that way for days. If you want me to speak to the fact that they are going to have extra water and drainage onto that

land, I don't feel that it would be wise. Thank you." Chair Kurek commented, "Thank you."

DOUGLAS LE ZELIN said, "I live at 2217 SW Gray Beal Avenue. I'd like to request you reconsider your decision on all of this development. Eventually, you are going to wind up turning Gatlin into an Orange Avenue in Fort Pierce. We know what that looks like. It is urban blight and I think we are all trying to stop that from happening. I'd like you to take that into consideration. Thank you." Chair Kurek remarked, "Thank you."

JENNIFER TRABAND, said, "I live at 702 SE Thanksgiving Avenue. The fact that sidewalks are going to be built from Elmwood all the way out to Gatlin is a huge improvement. I live in an area off of Floresta that doesn't have any sidewalks and that would be a terrific thing to have them, to have that opportunity in your neighborhood to where you can actually go for walks, if you want to. To be able to connect to Gatlin and walk wherever you want to and go to the commercial across the street and to have the privacy of the land not be converted to apartments is a vast improvement as well. Having 20 apartments, even if you have two cars per house, is another 40 cars coming in and out, possibly and noise pollution from apartments, as you never know. You don't know who will be moving in there and what type of apartments are going to be. Having that space reserved to block any additional commercial development and noise and light pollution is a great improvement for the neighborhood, it seems like. I don't live in that neighborhood, so I can't say 100%. From what I'm hearing, it sounds like a good thing to have." Chair Kurek commented, "Thank you very much."

There being no further comments, Chair Kurek closed the Public Hearing.

The Planning and Zoning Attorney said, "You will see in the packet there is a discussion about a potential Unity of Title. There would be some legal restrictions placed on the properties. Because there is a road through the middle, we likely could not do a Unity of Title over all the 10 or 12 lots where there would be potentially some restrictive covenants that would connect the one property to the other, because of the nature where the offsite parcel is serving as drainage. There will be some land use of legal restrictions placed on the properties that would prevent additional future development." Chair Kurek commented, "Thank you very much." Vice Chair Ojito asked, "Isn't it required to address the concern of water drainage, even though it is going to be conservation land, the developer would have to develop the parcel in such a way that they don't overflow any specific amount of water onto the neighbor's property as part of the stormwater requirement?" The Planning and Zoning Director replied, "That is correct. I made a note of it. I think the problem exists on the conservation land, the eight lots. If there is a problem, this development through its own stormwater retention area could accommodate what is in the road." Vice Chair Ojito remarked, "Thank you." The Planning and Zoning Attorney advised, "They are going to have to go to the Water Management District to get their permits anyway. All of the drainage issues will be handled through the District's permit. You can't condition any of your approvals on them obtaining the District permit, but that is what the District does." Chair Kurek said, "South Florida Water Management District is going to make sure that there is no flooding. Any existing flooding and any future flooding will be eliminated as a result of the project."

Mr. DiTonno **moved** to recommend approval to the City Council of P16-048, Brescia Street Lots 12-19, Rezoning Application. Secretary Martin **seconded** the motion, which **passed unanimously** by roll call vote.

D. P16-050 BRESCIA STREET PARCELS 14-17 – REZONING

Mr. Finizio said, "Staff recommends approval, as the request meets and is consistent with the direction and intent of the Future Land Use Map and policies of the City's Comprehensive Plan."

Chair Kurek opened the Public Hearing.

ANTHONY ASTORINO said, "I live at 2218 SW Gray Beal Avenue. With all due respect, can they table this and bring it up at another Council meeting, instead of making a decision right now?" Chair Kurek responded, "All three of these items are recommended to be forwarded to the City Council. The next hearings on these will be at the City Council, who makes the final decision on all of these. We, as a Board, basically are a buffer for the Council on certain items, and this is one of them. They will read the minutes of this meeting and see all of your comments. You will be advised or notified when the next meeting is with the City Council, so you will all have a chance to speak your piece again, your objections, and points that you made today. We are looking at it more from a technical standpoint, as well as looking at what the developer is. This Board spends a lot of time looking at the technical part of it. The technical part is that the owner of the property has a right to use his property. It is within the Comprehensive Plan to use it as commercial. They also are presenting a really good thing, as far as donating property for all practical purposes for public use for as long as they want. Eventually, they may even deed it over to the City at some point, because what are they going to do with it? It is all part of the Comprehensive Plan. Staff goes through a lot of exercises with these applicants. I wasn't here for previous applications, but I presume that having been turned down multiple times before, trying to use this property, they are trying with all of their might to use the property they own that they pay taxes on for the best purpose. They have come up with something, and are giving back a lot to the citizens of this area for your benefit, like the sidewalks, the extra lane, and the property that will never be used, as the City owns the rest of the property to the west. It will never be developed, and this is the best of all things. Keep in mind, if you owned this piece of property, you know you can't put a house on it. Think about it. Is anyone ever going to build a house on this property facing Gatlin? No, why would they? I wouldn't want a house there. The owner has a right to use it and it is part of the Comprehensive Plan."

The Planning and Zoning Director said, "This will be going to the City Council on May 23, 2016, for first reading and June 13, 2016, for second reading. The second reading is usually the Public Hearing, although I believe they will take public comments at both meetings."

AMANDA THOMPSON said, "I live at 2217 SW Elmwood. Would that zoning above the front property be contingent upon the back property being . . ." Chair Kurek responded, "I believe that is what the attorney has stated." The Planning and Zoning Director stated,

"The top property has a land use change and a zoning. They had to change the land use in order to accommodate the Open Space Conservation. The property on the south is already designated Highway Commercial and has been designated Highway Commercial since 1983." Ms. Thompson clarified, "That is land use, but not zoning." The Planning and Zoning Director stated, "Exactly, so they have put the package together. While they might not be tied, what is tied is the site is very small and in order to accommodate all of the things that the site needs to accommodate, primarily the drainage, is where the top piece comes in." Ms. Thompson said, "As you said, who would want to put a house on that frontage? Basically, what you are doing or having a part in is putting my house one street closer to exactly what you said nobody would want to have their house to front up onto. I would ask that you consider that."

Secretary Martin said, "I think it comes to a balance, and none of us take this lightly. We are all volunteers, none of us make a nickel to do this. I've been doing this for seven years, hundreds of hours. These are never easy decisions to make, but we have to make a balance. We go with the technical information, what the staff has provided us, and the six of us in this case make tough decisions. Believe it or not, you guys are our neighbors. I don't live in that area either, but a little bit of history; I lived a block away from the Crosstown Parkway. I bought it 16 years ago before anybody even knew what the word Crosstown Parkway was. Then, low and behold, ten years later there is a six-lane highway one block away from me. I didn't know that. What I did was got up and I moved. I studied the area where I moved to very closely, so that there was never going to be any commercial construction nearby. We hear your plea, and I commend all of you for coming out here. We have gone through some pretty significant meetings in the past where not as many people showed up that were very significant properties. I commend you for taking the time off today to come out and talk to us, and to give us your input on this. We don't make the final decision. Get all of your neighbors to go to the City Council meeting. That is where you stand up and that is where they make a final decision. It comes back to balance for me. I think this proposal is a good balance for the neighborhood, as well as the commercial property owner." Chair Kurek commented, "Thank you, Mr. Martin."

Mr. Sanders said, "This is really a unique opportunity for the neighborhood, and they may not see it that way. I remember in 1980, the Mayor of Gainesville, who was teaching a land development class talked about residential developments. They had these undeveloped parcels and saw it as a park. This is one of the few opportunities that this really will become a park, because changing it to OSC, allowing the stormwater retention, and some upland preservation to be on there will be a really good opportunity for the neighborhood. It also provides a solution for a very unique property fronted on that limited access right-of-way of I-95, so it is a great opportunity. The Code also requires that sidewalks be put adjacent to developments. If this is part of the stormwater retention pond, it will be adjacent to the development and the developer will be required to do sidewalks along their new stormwater retention pond. It is a lot of positive things for the neighborhood. Regarding the school buses, the School District can work with the development and move bus stops where necessary and utilize new sidewalks as they are put in to provide safer access to students." Chair Kurek said, "Mr. Sanders is a representative of the School District, who comes to these meetings in order help us

explain things that are happening with the school buses. I know there was some reference to that and he is our expert who sits with us in order to talk about the school system and their needs. Thank you, Mr. Sanders."

There being no further comments, Chair Kurek closed the Public Hearing. Mr. Harrison **moved** to recommend approval to the City Council of P16-050, Brescia Street Lots 14-17, Rezoning Application. Mr. DiTonno **seconded** the motion, which **passed unanimously** by roll call vote. Chair Kurek said, "This item will be sent to the City Council and I believe the first reading is on May 23, 2016. You may want to make note of that. Like Secretary Martin said, the City Council has the final decision on this. Thank you very much. I really appreciate you all coming. It is great to meet people who actually participate in our process."

E. CITY OF PORT ST. LUCIE – NEIGHBORHOOD PLANNING

a. Neighborhood Planning Program
b. Planning Area 3
c. Planning Area 4N
d. Planning Area 4S

The Planning and Zoning Director said, "I'm not going to do a presentation, since the consultant did it last time. I want to concentrate on some of the commercial areas that we have and what we don't have, but are looking at. I think you have four different volumes in front of you. Volume 1 is a synthesis of the whole process. The next one would be Planning Area 3, and we are in Planning Area 3, which is bordered by the river, primarily, and the Turnpike. It is one of the older areas of the City and that is one of your documents. Included within that document are some suggestions on what we do with the Bayshore Conversion. The Bayshore Conversion Area, not all of it, part of it, goes back to 1983, when the City determined we needed to provide for uses other than just Single-Family Residential. It seemed like an ideal location, bordered by Bayshore and the Turnpike on the west side. They started out with these conversion standards, allowing for the conversion, mostly to General Commercial for the stuff that fronts on Bayshore. Behind it you have a myriad of uses, like auto repair and storage. We are trying to, working with the developed Crosstown Business District, which is like a homeowners' association, but it is all of the business people. They don't have to be owners of the property, but business owners, because a lot of people rent there. On their own, they have created this association, and staff wants to work with that association to make improvements to that area. One of the suggestions out of this neighborhood study and a part of the input of the business owners was, how can we make it better? We constantly have Code; it is a push and tug kind of thing out there. We get Code to fix some of the improvements or fix some issues and then the commercial businesses push back. We want to work together, not against each other."

The Planning and Zoning Director continued, "One of the things the consultant has suggested is an overlay district, which would have the staff look at all our Land Development Regulations that would apply to that property. I can think of a couple, like art in public places. Maybe that isn't an appropriate area to require it, because it isn't

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF MAY 3, 2016**

FROM: **JOHN FINIZIO, PLANNER** JF

RE: **BRESCIA STREET LOTS 12-19**
REZONING APPLICATION
PROJECT NO P16-048

DATE: **APRIL 21, 2016**

PROPOSED USE: To rezone approximately 1.86 acres from RS-2 (Single Family Residential) to OSC (Open Space Conservation). This property is part of a land swap concept submitted by Equitas Management and approved by City Council on September 12, 2016. The ultimate goal is to use this parcel for conservation ~~and drainage for the commercial site on the northwest corner of Gatlin Boulevard and Brescia Street~~ and to help buffer the commercial development from the surrounding residential neighborhood. ~~The use as a drainage area is permitted as a special exception use as identified per §158.101 (C) (2). The special exception use (SEU) for this drainage facility is being reviewed at Site Plan Review Committee (SPRC) on April 27, 2016~~.

APPLICANT: Landscape Design Associates, LLC. The authorization letter is attached to the staff report.

OWNER: Daryl M. Carter. Please see P16-047 Brescia Street Parcels 12-19 Small Scale Comprehensive Plan Amendment for the warranty deeds for this property (Item 7 (B).

LOCATION: This property is located on the northwest corner of Kenwick Avenue and Brescia Street.

LEGAL DESCRIPTION: Port St. Lucie Section 35, Block 1731, Lots 12 - 19.

SIZE: Approximately 1.86 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: This property is currently vacant.

SURROUNDING USES: North and West = RS-2 (Single Family Residential) Zoning with single family lots with existing single family residents. South = RS-2 zoning, currently vacant. These lots have a CH (Highway Commercial) Land Use. East = RS-2 Zoning, this property is current vacant. This residential strip is too narrow to be platted into residential lots and is directly adjacent to the FPL easement.

REQUESTED ZONING: OSC (Open Space Conservation).

FUTURE LAND USE: RM (Medium Density Residential). A small scale comprehensive plan amendment was submitted concurrently with this rezoning application (P16-047 Brescia Street Small Scale Comprehensive Plan Amendment). If this application is approved, it will change the future land use from RM to OSC (Open Space Conservation).

IMPACTS AND FINDINGS:

Land Use Consistency: Rezoning this property from RS-2 (Single Family Residential) to OSC (Open Space Conservation) is not expected to have an adverse impact on the surrounding neighborhood. This property is located within the City's conversion area, and originally this area was envisioned as multifamily. However, with the potential commercial development on the corner of Gatlin and Brescia, the open space zoning may be better suited for this neighborhood especially considering the amount of a.m. and p.m. peak hour trips on Brescia each day. Therefore, the open space parcel could act to buffer the existing residential homes from the proposed commercial to the south.

Compliance With Conversion Area Requirements:

Planning Area location per conversion manual: **3**
The property is totally within planning area: **Yes**
Minimum Frontage: **Yes**
Minimum Depth: **Yes**
Does the request isolate lots: **No**

Has a Unity of Title been submitted: **Yes. A request to unify these lots have been submitted to the Legal Department on April 19, 2016.**

Buffer required: A landscaped buffer and wall is required: **No. The application is to rezone this property to OSC, even though it abuts residential land use, a wall will not be required for this project.**

Sewer/Water Service: The City of Port St. Lucie Utility Systems Department will provide water and sewer service for this project, if applicable. At this time, the applicant has no intention of providing water and/or sewer to this project.

Environmental: An environmental study will be required as part of the site plan process. All environment information will be reviewed during site plan review process and any and all environmental issues will be addressed at that time.

Schools: Since there is no residential component to this project, school concurrency will not apply.

Other: This project is part of a larger development, which includes a commercial site on the corner of Gatlin and Brescia. This larger 1.86 acre parcel will be used to satisfy the conservation and drainage requirements for this proposed commercial development across the street. A SEU application was also submitted concurrently with this rezoning application. This SEU application will permit this property to be used as a drainage area for the adjacent commercial site. This SEU application will be reviewed at SPRC on April 27, 2016. Per conversion area requirements, all lots under a single rezoning application will be unified. The documents have been forwarded to the Legal Department to begin this process. However, since these projects are so closely intertwined, it is important that this parcel be unified with the adjacent commercial site even though it crosses a right-of-way.

RELATED PROJECTS:

P16-047 – Brescia St. Parcels 12-19 Small Scale Comprehensive Plan Amendment. This application will change the future land use of 1.86 acres from RM to OSC for conservation and drainage use. This application is being reviewed concurrently with this rezoning application.

P16-049 – Brescia St. Parcels 12-19 Special Exception Use Application. This application is to permit a drainage area serving an adjacent development as per §158.101 (C) (2). This application will be reviewed at SPRC on April 27, 2016.

P16-050 – Brescia St. Parcels 14-17 Rezoning Application. This application is to rezone 0.7 acres from RS-2 to CH. This application is being reviewed concurrently with this rezoning application.

STAFF RECOMMENDATION:

The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

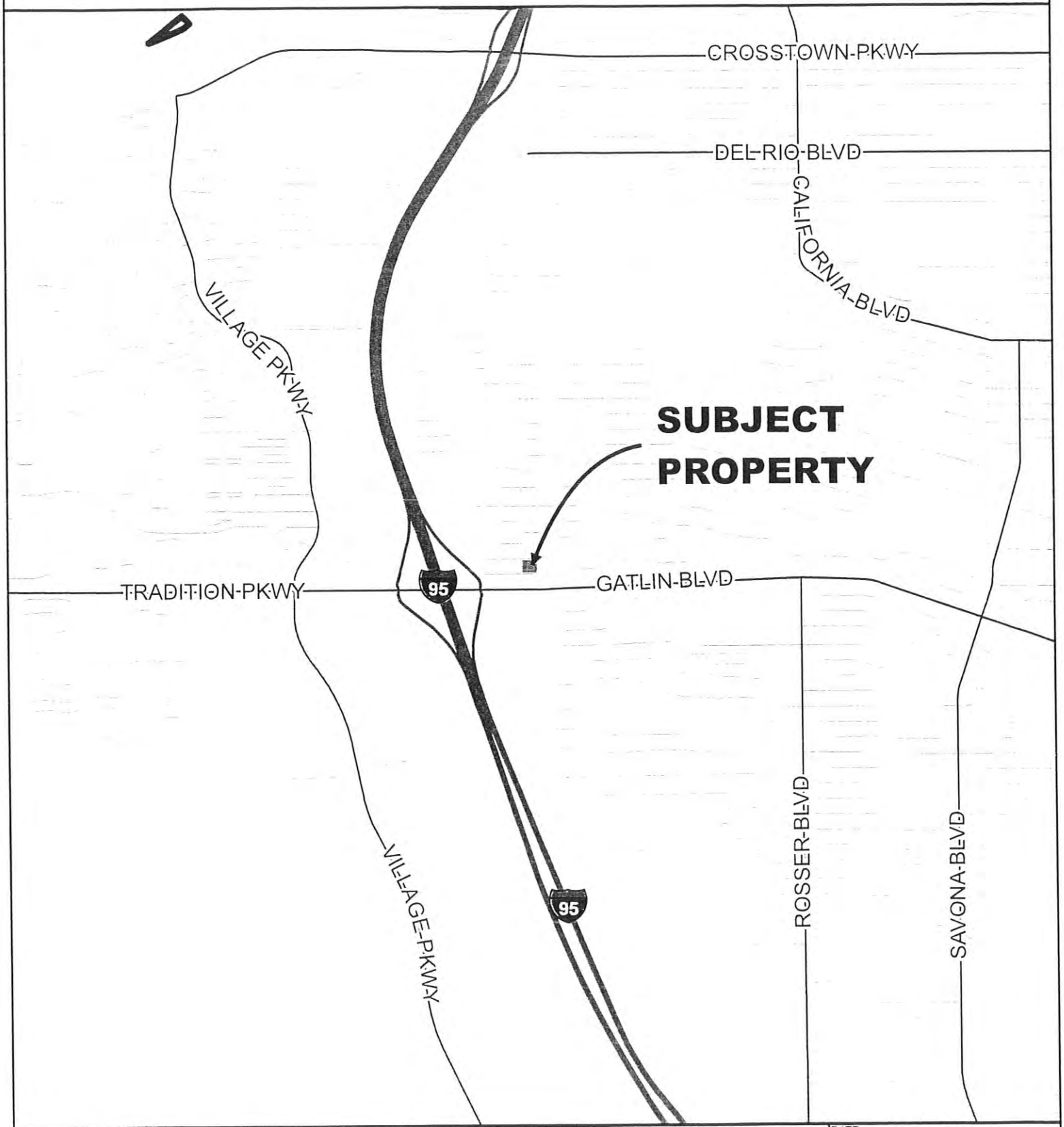
The applicant held a public information meeting on this project on Thursday April 7, 2016 for the surrounding neighbors.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

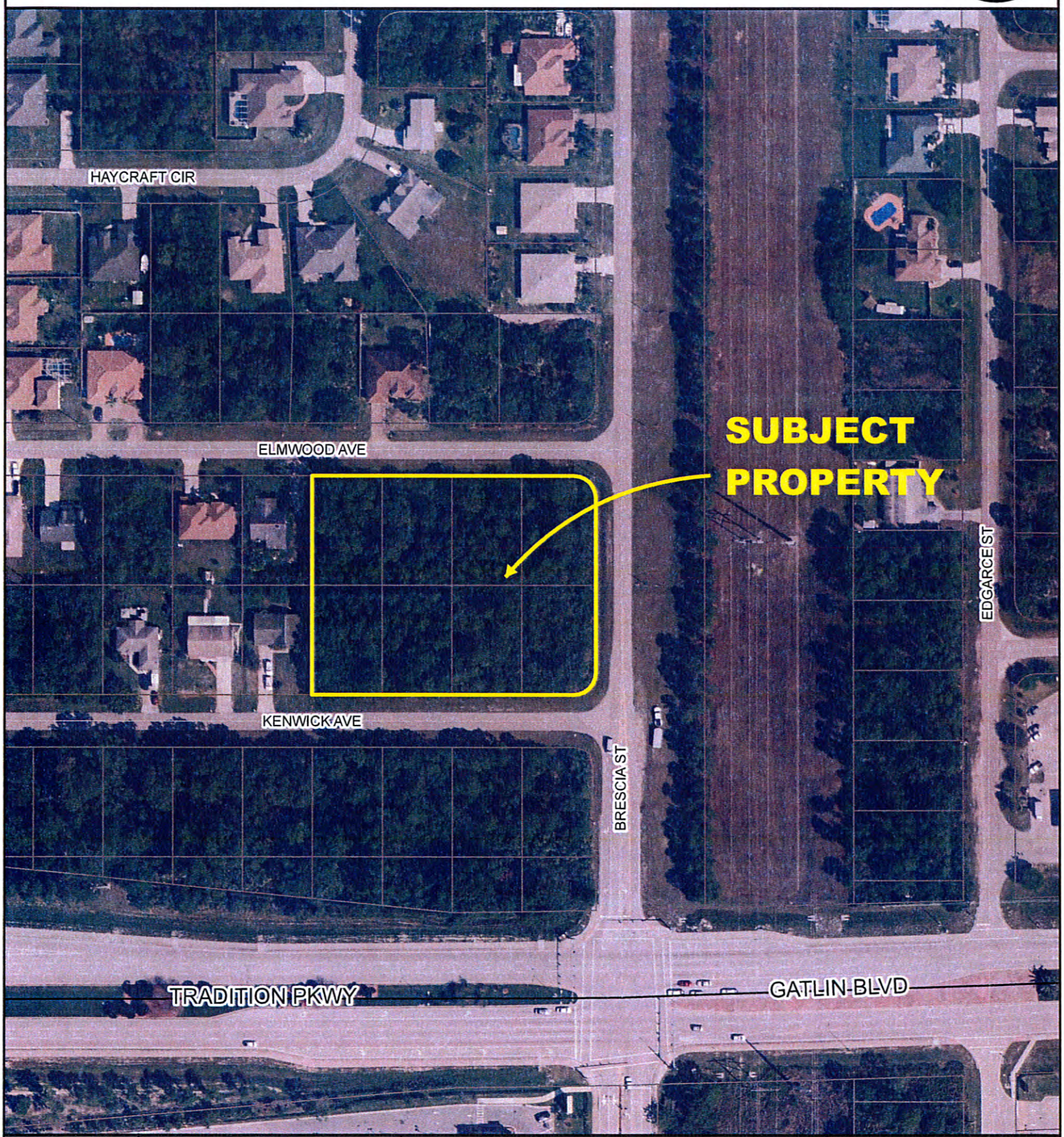
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



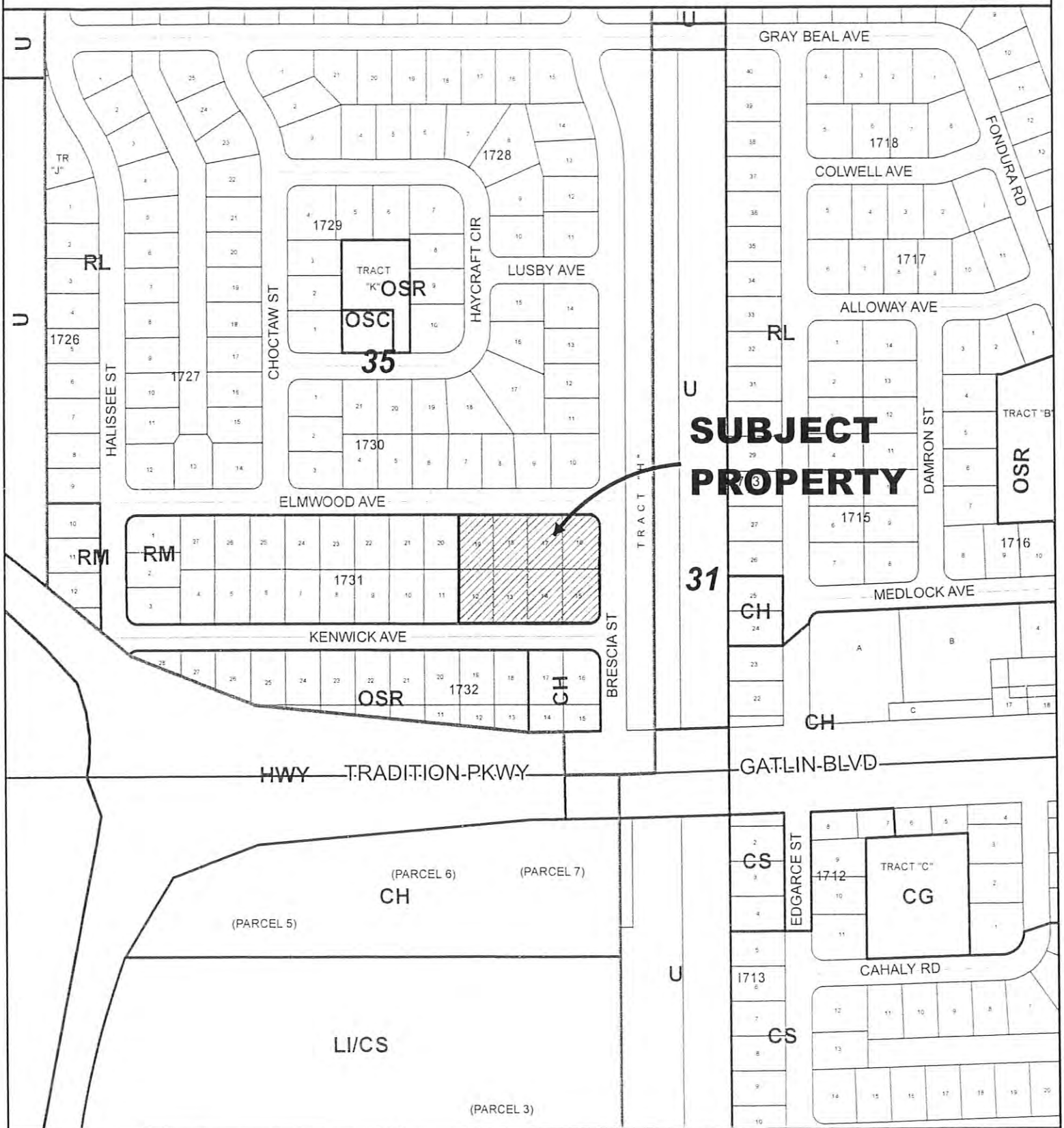
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BRESCIA PARCELS 12-19 SECTION 35, BLOCK 1731, LOTS 12-19	DATE: 4/11/2016 APPLICATION NUMBER: P16-048 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING BRESCIA PARCELS 12-19 SECTION 35, BLOCK 1731, LOTS 12-19 AERIAL DATE 2014	DATE: 4/11/2016	
		APPLICATION NUMBER: P16-048	
		USER: patricias	
		SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

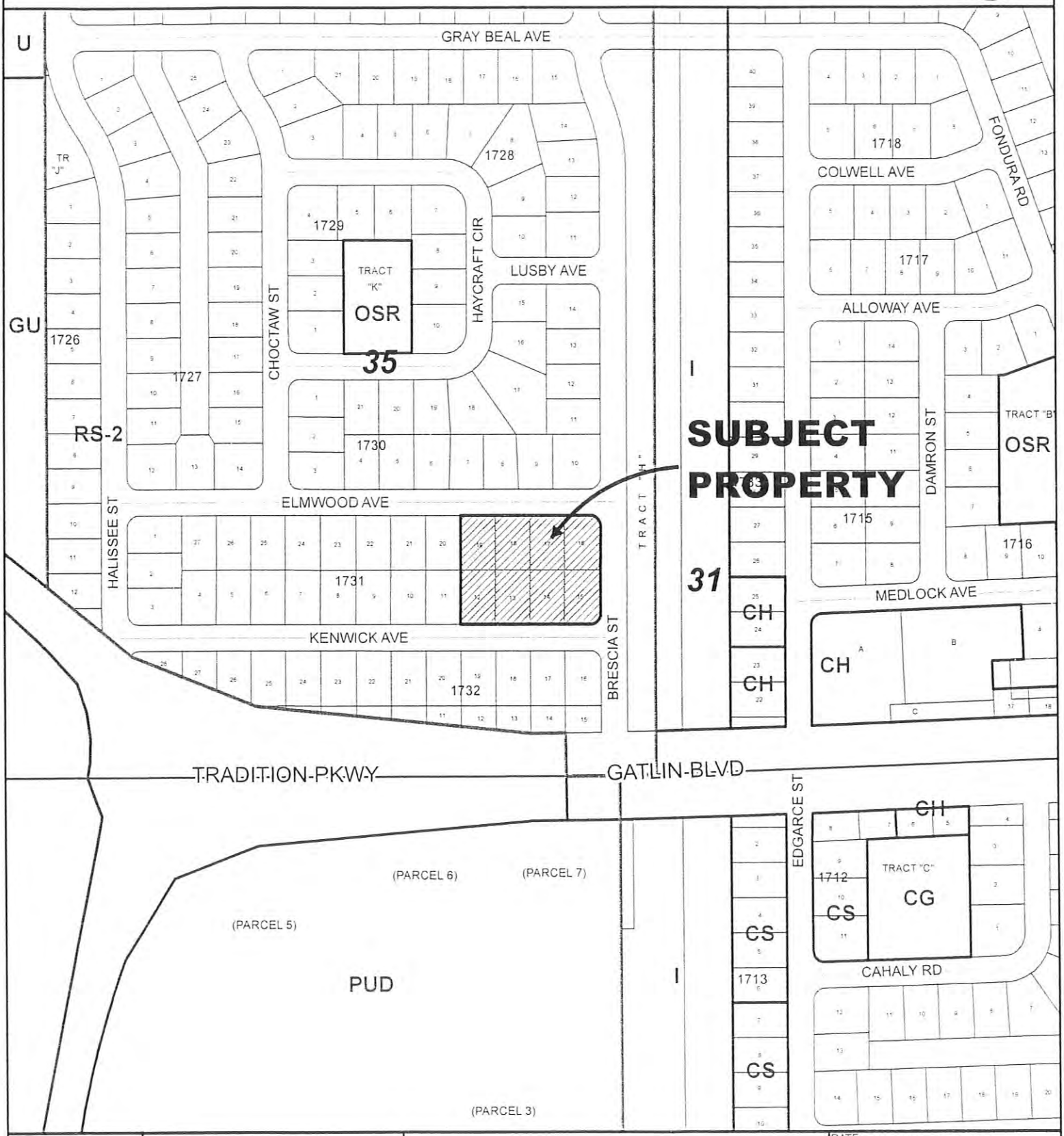
REZONING

BRESCIA PARCELS 12-19

SECTION 35, BLOCK 1731, LOTS 12-19

DATE:	4/11/2016
APPLICATION NUMBER:	P16-048
USER:	patricias
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

BRESCIA PARCELS 12-19

SECTION 35, BLOCK 1731, LOTS 12-19

DATE	4/11/2016
APPLICATION NUMBER	P16-048
USER	patricias
SCALE	1 in = 300 ft

REZONING APPLICATION

CITY OF PORT ST. LUCIE
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984
(772)871-5121 FAX (772) 871-5124

FOR OFFICE USE ONLY

Planning Dept P16-048
Fee (Nonrefundable)$ 2,189.40
Receipt # 89486

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

RECEIVED
MAR 31 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

PRIMARY CONTACT EMAIL ADDRESS: smarcks@landscapeda.com

PROPERTY OWNER

Name: Daryl M. Carter

Address: 3333 S Orange Avenue, Suite 200, Orlando

Telephone No.: 407-422-3144 Fax No.: 407-422-3155

AGENT OF OWNER (if any)

Name: Landscape Design Associates, LLC

Address: 702 SW Port St. Lucie Blvd, Port St. Lucie, FL 34953

Telephone No.: 971-6060 Fax No.:

PROPERTY INFORMATION

Legal Description: Lots 12-19, Block 1762, Section 35, ORB 15, Pages 10, 10A – 10P

(Include Plat Book and Page)

Parcel I.D. Number: 3420-670-0218-000-9, 3420-670-0217-000-2, 3420-670-0216-000-5, 3420-670-0215-000-8, 3420-670-0214-000-1, 3420-670-0213-000-4, 3420-670-0212-000-7, 3420-670-0211-000-0

Current Zoning RS-2

Proposed Zoning OSC

Future Land Use Designation: OSC Acreage of Property: 1.86 ac

Reason for Rezoning Request: To allow for conservation and drainage use for adjacent commercial property

*Signature of Owner	Hand Printed Name	Date
	Daryl M Carter, Trustee	03/28/2016

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

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

March 28, 2016

Mrs. Patti Tobin, Planning Director
City of Port St, Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd
Port St. Lucie, FL 34984

Dear Mrs. Tobin:

RE: Brescia Street Parcels 12 through 19 – Small Scale Land Use Amendment & Rezoning

Please accept this letter as authorization for Sabine Marcks with Landscape Design Associates to represent Daryl M. Carter, Trustee and Maury L. Carter & Associates, Inc. in all matters related to the application for a Small Scale Land Use Amendment and rezoning regarding the Brescia Street Development.

Should you have questions, please contact me. Thank you.

Sincerely

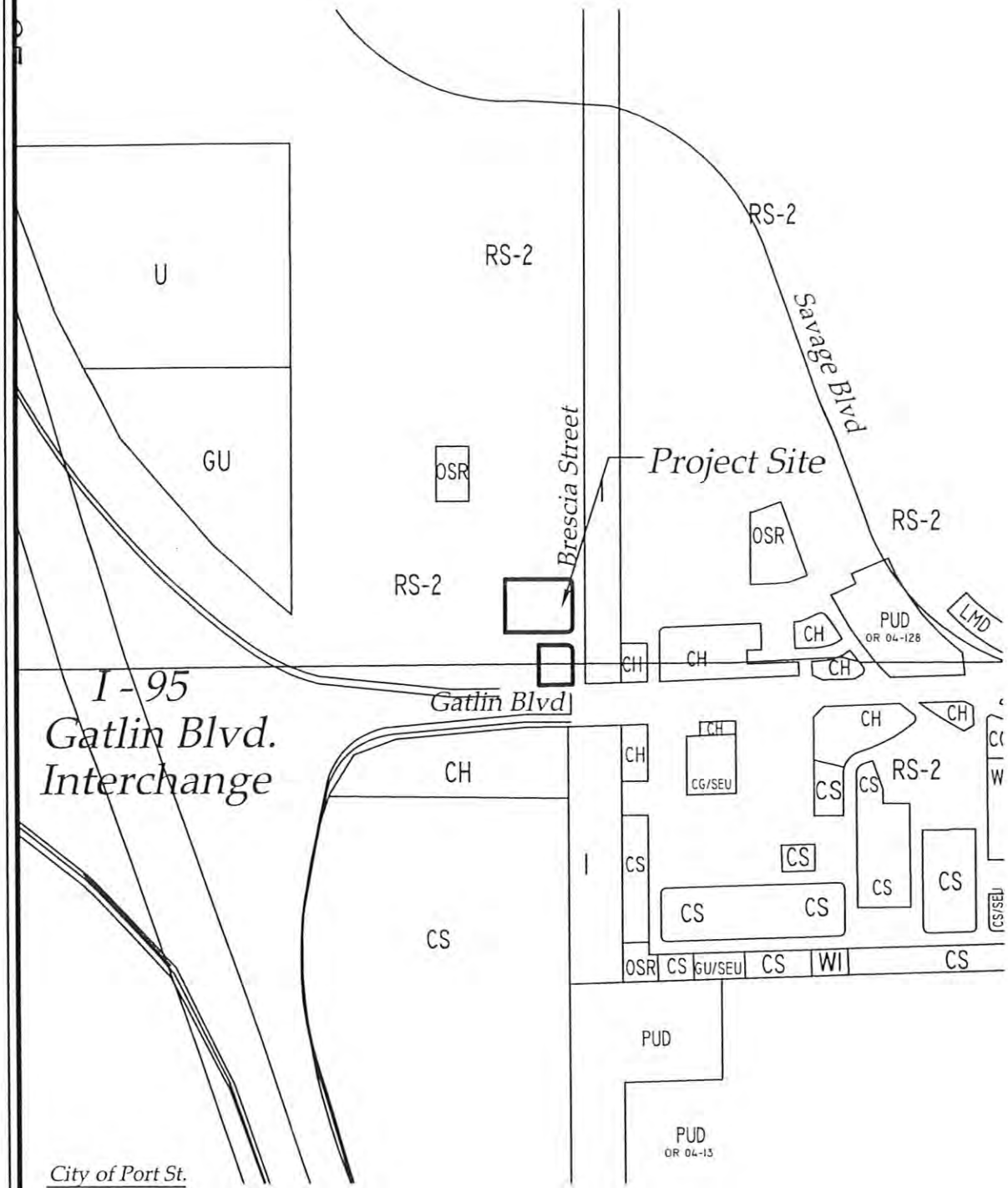
Daryl M. Carter
President

/jmf
cc: Ms. Sabine Marcks (via e-mail)

RECEIVED
MAR 31 2016
PLANNING DEPARTMENT
CITY OF PSL

3333 S. Orange Avenue, Suite 200 • Orlando, Florida 32806-8500
Post Office Box 568821 • Orlando, Florida 32856-8821
Telephone (407) 422-3144
Fax (407) 422-3155
www.maurycarter.com

MLC
Maury L. Carter & Associates, Inc.
SM Licensed Real Estate Broker



City of Port St.
Zoning Categories:

CG ..... GENERAL COMMERCIAL
CH ..... HIGHWAY COMMERCIAL
CN ..... NEIGHBORHOOD COMMERCIAL
CS ..... SERVICE COMMERCIAL
GU ..... GENERAL USE
I ..... INSTITUTIONAL
IN ..... INDUSTRIAL
LMD ..... LIMITED MIXED
OSC ..... OPEN SPACE CONSERVATION
OSR ..... OPEN SPACE RECREATIONAL
P ..... PROFESSIONAL
PUD ..... PLANNED UNIT DEVELOPMENT
RE ..... ESTATE RESIDENTIAL
RM-11 ... MULTIPLE FAMILY RESIDENTIAL
RM-15 ... MULTIPLE FAMILY RESIDENTIAL
RS-1 ..... SINGLE-FAMILY RESIDENTIAL
RS-2 ..... SINGLE-FAMILY RESIDENTIAL
WI ..... WAREHOUSE INDUSTRIAL

N
W E
S

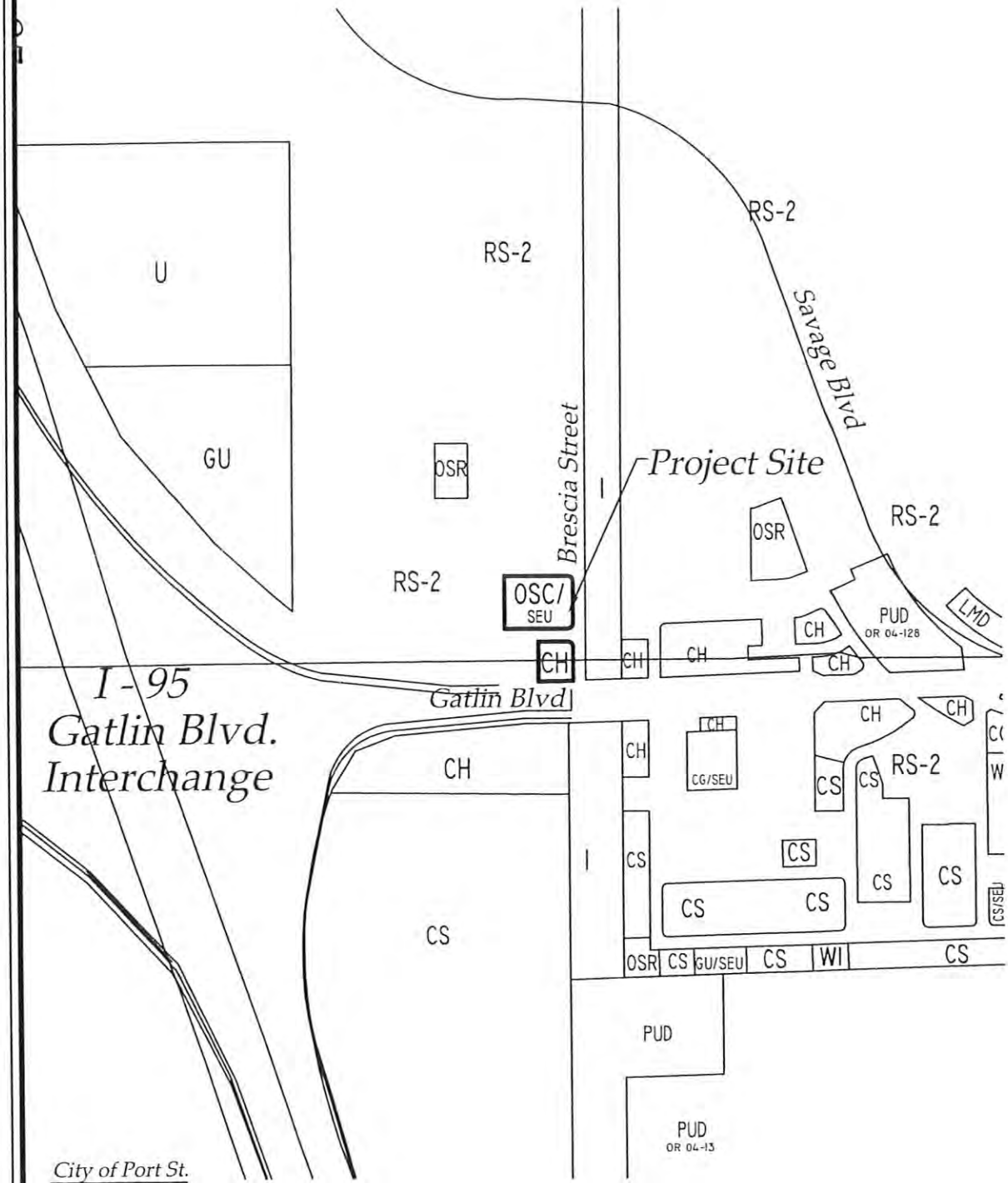
City of Port St. Lucie Projct No. P16-

Brescia St Parcel 12-19 Rezoning
City of Port St. Lucie
Existing Zoning Map

Revisions	
Date	Comments

Scale: N.T.S.
Drawn by: SM
Checked by: SM
CADD No.: 16-012-zoning.dwg
Date: 3.31.16

Landscape Design Associates
702 Port St. Lucie Blvd
Port St. Lucie, FL 34953
772-871-5816 ph, 772-405-1006 fax



City of Port St.
Zoning Categories:

CG ..... GENERAL COMMERCIAL
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P ..... PROFESSIONAL
PUD ..... PLANNED UNIT DEVELOPMENT
RE ..... ESTATE RESIDENTIAL
RM-11 ... MULTIPLE FAMILY RESIDENTIAL
RM-15 ... MULTIPLE FAMILY RESIDENTIAL
RS-1 ..... SINGLE-FAMILY RESIDENTIAL
RS-2 ..... SINGLE-FAMILY RESIDENTIAL
WI ..... WAREHOUSE INDUSTRIAL

N
W E
S

City of Port St. Lucie Projct No. P16-

DWG NO. OF 2

Brescia St Parcel 12-19 Rezoning
City of Port St. Lucie
Proposed Zoning Map

Revisions	
Date	Comments

Scale: N.T.S.
Drawn by: SM
Checked by: SM
CADD No.: 16-012-zoning.dwg
Date: 3.31.16

Landscape Design Associates
702 Port St. Lucie Blvd
Port St. Lucie, FL 34953
772-871-5816 ph. 772-405-1006 fax

DEAN MEAD

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
P.O. Box 2757 (ZIP 34954)
Fort Pierce, FL 34947

Attorneys and Counselors at Law
Orlando
Fort Pierce
Gainesville
Tallahassee
Tampa
Viera/Melbourne

(772) 464-7700
(772) 464-7877 Fax
www.deanmead.com

W. LEE DOBBINS
LDobbins@deanmead.com

Received
AUG 29 2016
City of Port St. Lucie
City Council

August 24, 2016

VIA EMAIL AND U.S. MAIL
Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34952

Re: Proposed Starbucks at the Northwest corner of Brescia Street and Gatlin Blvd

Dear Mayor:

I am sending you this letter on behalf of Equitas Management Group, LLC ("Equitas"). Equitas has a contract to purchase the vacant lot on the northwest corner of Brescia Street and Gatlin Blvd (shown as Parcel 1 on the attached sketch), and has been working through the City approval process for the construction of a Starbucks on that corner. Their plan includes the development of 8 lots on the North side of Kenwick Avenue, which Equitas also has under contract (shown on the attached sketch as Parcel 2), as a drainage/retention parcel for the project.

After consulting with the residents living near Parcel 2 and with City Staff, Equitas would like to propose a "land swap" with the City, whereby Equitas would have Parcel 2 conveyed to the City and in return the City would convey to Equitas land on Gatlin Blvd (shown as Parcel 3 on the attached sketch). Equitas could then use Parcel 3 for drainage/retention and the City could keep Parcel 2 as a conservation or recreation tract for the benefit of the adjoining neighborhood. Equitas proposes that the land swap could be accomplished through the following steps:

- City Council approval of the land swap as set forth in this letter in concept at a public meeting.
- Equitas will draft a Contract setting forth the terms of the land swap for review and approval by the City Attorney. The Contract would provide that the closing of the land swap would be contingent upon (a) Equitas providing the City with real estate broker opinions of value for Parcel 2 and Parcel 3 (at no cost to the City) that are satisfactory to the City, (b) Equitas providing the City with a survey

A Member of ALFA International - The Global Legal Network

(at no cost to the City) describing the exact boundaries for Parcel 3 (approximately .66 acres), and (c) the City amending the future land use and zoning of Parcel 3 to CH land use and CH zoning (at no cost to Equitas).

- Upon approval of the proposed Contract by the City Council, the City and Equitas will sign the Contract.

- After all contingencies under the Contract have been met, a closing will be held. At closing, simultaneously (a) Equitas will assign its contract to purchase Parcel 2 to the City, (b) Equitas will pay the purchase price for Parcel 2, (c) Parcel 2 will be conveyed to the City, and (d) the City will convey Parcel 3 to Equitas. Equitas will provide the City with a title insurance policy for Parcel 2, at Equitas' cost. Equitas will pay all closing costs, including the recording fees and documentary stamp taxes.

- After the closing, the City will rezone Parcel 2 for conservation or recreation and Equitas will seek site plan approval for Parcel 1 and Parcel 3.

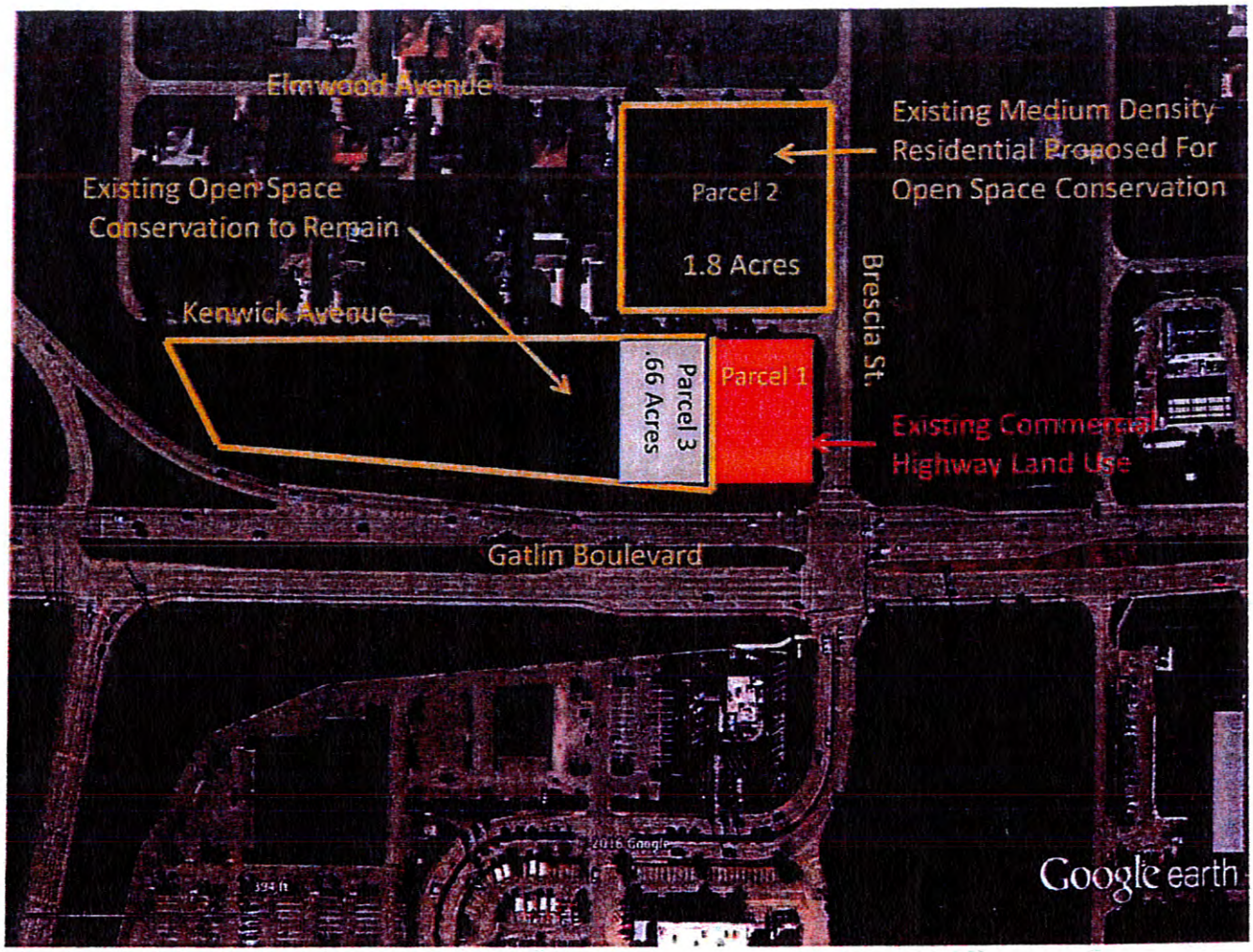
We hereby request that the City Council approve in concept the proposed land swap, as set forth above. If possible, we would like this item to be placed on the September 12 City Council agenda. Thank you for your assistance in trying to reach an agreement that is beneficial to all of the parties.

Best regards,

W. Lee Dobbins

WLD:sh
cc: Hal Dodt (via email / with enclosures)
Patty Tobin (via email / with enclosures)
Daniel Holbrook (via email / with enclosures)
Vice Mayor Linda Bartz (via email / with enclosures)
Councilwoman Michelle Berger (via email / with enclosures)
Councilwoman Shannon Martin (via email / with enclosures)
Councilman Ron Bowen (via email / with enclosures)

EXHIBIT "A"


Elmwood Avenue
Existing Open Space
Conservation to Remain
Kenwick Avenue
Parcel 2
1.8 Acres
Existing Medium Density
Residential Proposed For
Open Space Conservation
Brescia St.
Parcel 3
66 Acres
Parcel 1
Existing Commercial
Highway Land Use
Gatlin Boulevard
Google earth

BRESCIA STREET COMP PLAN + REZONING
ITEMS 7 B, C + D
P16-047, P16-048, + P16-050

2273 SW Kenwick Ave.
Port St. Lucie, FL 34953
(772) 878-7786

April 30, 2016

Mayor Gregory J. Oravec
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

and

City of Port St. Lucie
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

Re: P16-047; P16-048; P16-050 SW Brescia St.. SW Kenwick Ave. and SW Gatlin Blvd.

Dear Mayor and Planning and Zoning Dept.:

I am writing regarding the proposed plans of development referenced above in my neighborhood. The 2 lots on SW Gatlin Blvd. were designated CH zoning **prior** to the expansion of SW Gatlin Blvd. and the redesigned northbound entrance ramp to I-95. The close proximity of these lots to the entrance ramp create a safety issue and therefore, access to these lots from SW Gatlin Blvd. has been denied by DOT. The developer has purchased two adjacent lots on SW Kenwick Ave. designated residential and wishes to change the zoning on these lots to CH. The access points would be from our neighborhood main entrance SW Brescia St. **with commercial property entrance and exits on my residential street, SW Kenwick Ave.**

Traffic into our neighborhood is quite busy, with SW Brescia St. being our main points of entrance and exit. It is already difficult to enter and exit my driveway with the traffic we have now. We and our neighbors enjoy the convenience and easy access to I-95. These streets also are main routes for children to walk to their bus stops and buses to drive their routes. This commercial development would bring a tremendous increase in traffic into our neighborhood and our street. It would prohibit the activities the residents purchased their homes to enjoy (walking, jogging, biking, nature/bird watching and easy access to I-95) and would negatively impact the quality of life and property values we enjoy in our neighborhood.

There are many other sites on SW Gatlin Blvd. that would provide better access to any commercial development, with much easier access. Myself and my neighbors oppose any commercial development in our neighborhood, We believe the best use of these lots would be to remain residential to keep with the residential homes already in place in our neighborhood, the beauty of the natural landscape and preserve the natural habitat of our native animals (turtles, rabbits, bobcats, racoons and birds).

I invite you to come visit our neighborhood at peak rush hours (6:30 -9:00am and 4:00-7:00pm) and on the weekend days.

Sincerely,

Marianne P. Richard

Marianne P. Richard

cc: City of Port St. Lucie City Council

OPPOSING REQUEST TO CHANGE GATLIN STREET/ BRESCIA RM/RS-2 RESIDENTIAL LAND INTO OSC AND HIGHWAY COMMERCIAL

Ms Rebecca Mapp
2201 SW Gray Beal ave
PSL, FL 34953

RECEIVED
MAY 04 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

SSCPA:P16-047, P16-048,P16-050(BRESCIA STREET PARCELS 12-19/14-17

May 2, 2016

CITY OF PSL PLANNING & ZONING DEPT
121 SW Port Saint Lucie Blvd
PSL, FL 34984

Dear Planning & Zoning Dept

I am Ms Mapp, I reside at the above address. 10 years ago I was looking for residential only home sites that commercial industries would not swallow up. I found Gatlin Blvd that was zoned Only Residential .
I purchased a lot and built my home.
Fast forward, Mr Daryl M. Carter request to amend the City of PSL Comprehensive Plan by changing the future land use to designation of property located at Northwest corner of Kenwick ave and Brescia Street, and legally describe as ***P16-047and P16-048 -PSL Section 35, Block 1731, Lots 12-19, from RM (Medium Density Residential) to OSC (Open Space Conservation) /P16-050 change from RS-2 to CH(Highway Commercial) Section 35, Block 1732, lots 14-17***
The IMPOSING PROBLEMs: Commercial Businesses in this area would cause gridlock and triple traffic flow. DOT has denied them consistently access from Gatlin Blvd., due to the too close proximity to I-95 and the nort h bound entrance ramp.
This will have an adverse impact on resident's family and children peaceful quality way of life that resides off of Gatln and Brescia.

Thank You,

Sincerely,

Signature

RECEIVED

MAY 04 2016

DEPARTMENT
ST. LUCIE, FL

4-30-16

City of Port St Lucie

You can get coffee at all gas station, McDonald, Burger King. We don't ed to tear up the landscape on Walton at to have another coffee. It doesn't add y beauty to the city just more trash : thru out

Thank

Ruth H Turner
2481 S.W Walsie St
P S Lucie, Fla
34953

RECEIVED

MAY 0 9 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

, 2016

City of Port St. Lucie
Mayor and City Council
121 SW Port St. Lucie Blvd.
Bldg,. A
Port St. Lucie, FL 34984

and

City of Port St. Lucie
Planning and Zoning Dept.
121 SW Port St. Lucie Blvd.
Bldg. A
Port St. Lucie, FL 34984

Re: Commercial Development of SW Gatlin Blvd., SW Brescia Ave/.
SW Kenwick Ave., and SW Elmwood Ave.
P16-047; P16-048; P16-050

Dear Mayor, Council Members, and City Planner:

Once again, we have been contacted by the potential commercial buyer of the 4 lots on the corner of SW Gatlin Blvd. and SW Brescia Ave. and the 4 residential lots on SW Kenwick Ave. and 4 residential lots on SW Elmwood Ave. Again, the real estate broker is attempting to sell these properties for commercial development.

We oppose any commercial development in our neighborhood for many reasons:
one Increased traffic entering and exiting our neighborhood on our only main road into our neighborhood and the entrance ramp to I-95 North.

two Decrease in our property values with encroachment of commercial development into our neighborhood.

three The displacement of the many forms of protected wildlife (bobcats, sandhill cranes, turtles, panther, bird estuaries, armadillos, possums, wild rabbits, squirrels and raccoons) on the lots on SW Kenwick Ave. and SW Elmwood Ave.

Four Negative impact on our safety and ability to enjoy the beauty of our neighborhood.

We invite you to visit our neighborhood and see the beauty and negative impact commercial development would create.

Sincerely,

Maureen Snider-Houghton
2434 SW Brescia St
PSL, FL 34953

RECEIVED

MAY 0 9 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Thursday, May 05, 2016 5:29 PM
To: John Finizio
Cc: Patti Tobin; CityAttorney
Subject: RE: Ordinances for upcoming P&Z meeting
Attachments: 4668_001.pdf

Hello John –
Please see attached edits to the Ordinance for the small scale comp plan amendment.
As to the others, I reviewed and have no comments or edits.
Let me know if you have any questions.
Thank you,
Tom Mullin

Thomas F. Mullin
Email: TMullin@nasonyeager.com
Web: www.nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116

Nason Yeager
GERSON WHITE & LIOCE, P.A.

Nason Yeager, Gerson White & Lioce, P.A.
7700 Congress Ave., Suite 2201 |Boca Raton |FL |33487

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, April 27, 2016 3:06 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>; CityAttorney <CityAttorney@cityofpsl.com>
Subject: Ordinances for upcoming P&Z meeting

Good Afternoon Tom,

As per the new ordinance & resolution policy that we just initiated, I am attaching the ordinances for the following projects which are being reviewed by the P&Z Board on May 3, 2016:

1. P16-047 Brescia Street Parcels 12-19 small scale comp plan amendment,
2. P16-048 Brescia Street Parcels 12-19 rezoning application, and
3. P16-050 Brescia Street Parcels 14-17 rezoning application.

Thanks Tom. Let me know if there is anything else you need, or have any questions.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10F
Meeting Date: **November 28, 2016**
and Quasi-Judicial Hearing on:
December 12, 2016

TO:	Mayor and City Council
THRU:	Patricia Roebling, P.E., Interim City Manager
FROM:	Patricia A. Tobin, AICP, Director Planning and Zoning
Agenda Item:	Ordinance: 16-87 Gatlin Boulevard (Spec PSL) – Small Scale Comprehensive Plan Amendment (P16-154)
Submittal Date:	11/14/2016

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

BACKGROUND: This is a small scale comprehensive plan amendment application to change the future land use of 1.02 acres from ROI (Residential, Office, Institutional) to CG (General Commercial).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 8, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on November 1, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the south side of Gatlin Boulevard, between Savona Boulevard and East Calabria Circle.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 5 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-87

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR SPEC PSL, LLC (P16-154) TO CHANGE THE FUTURE LAND USE DESIGNATION ROI (RESIDENTIAL, OFFICE, INSTITUTIONAL) TO CG (GENERAL COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 14, BLOCK 1388, LOTS 9-11 AND 33-34, AND LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD BETWEEN SAVONA BOULEVARD AND EAST CALABRIA CIRCLE; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from Spec PSL, LLC, (P16-154) for property legally described as Port St. Lucie Section 14, Block 1388, Lots 9-11 and 33-34 and located on the south side of Gatlin Boulevard between Savona Boulevard and East Calabria Circle, for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 1.02 acres from the future land use designation of ROI (Residential, Office, Institutional) to the future land use designation of CG (General Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly

designated as the local planning agency pursuant to Section 163.3174 et. Seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-154) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on the December 12, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-154) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 1.02 acres of land legally described as Port St. Lucie Section 14, Block 1388, Lots 9-11 and 33-34 and located on the south side of Gatlin Boulevard between Savona Boulevard and East Calabria Circle by changing the future land use designation from ROI (Residential, Office, Institutional) to the future land use designation of CG (General Commercial).

Section 2. The provisions of the Ordinance are severable and, if any section,

sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

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

CITY COUNCIL

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **JOHN FINIZIO, PLANNER**

RE: **GATLIN BOULEVARD (SPEC PSL)**
COMPREHENSIVE PLAN AMENDMENT APPLICATION – SMALL SCALE
PROJECT NO. P16-154

DATE: **OCTOBER 18, 2016**

PROPOSED PROJECT: This is a small scale comprehensive plan amendment application to change the future land use of 1.02 acres from ROI (Residential, Office, Institutional) to CG (General Commercial).

APPLICANT: Daniel T. Sorrow of Cotleur & Hearing.

OWNER: Spec PSL, LLC. The authorization letter is attached to the staff report.

LOCATION: This property is located on the south side of Gatlin Boulevard, between Savona Boulevard and East Calabria Circle.

LEGAL DESCRIPTION: Port St. Lucie Section 14, Block 1388, Lots 9, 10, 11, 33, and 34.

SIZE: Approximately 1.02 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: These lots are currently vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	OSR	RS-2	Vacant lots
S	RL	RS-2	Existing residential houses
E	ROI	RS-2	Vacant lots
W	CG	CG	Vacant parcel

EXISTING LAND USE DESIGNATION: ROI (Residential, Office, Institutional).

REQUESTED LAND USE DESIGNATION: CG (General Commercial).

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development. A comparison of the potable water and wastewater demand for the existing land use is as follows:

	Water Calculations for existing land use (ROI)				
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
ROI	17,772	120	**2,133**	**102**	**1,813**

Potable water and wastewater demand for the proposed land is as follows:

	Water Calculations for proposed land use (CG)				
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
CG	17,772	125	**2,222**	**106.25**	**1,889**

As indicated, this comprehensive plan will see an increase in water consumption. Considering that the water consumption rate for commercial development is lightly higher than the Office/School/Institutional rate this is not unexpected. There are some similarities between the permitted uses in the ROI and CG Land Uses, which is reflected in the similarity of the water rates. However, ROI land use, which limits commercial uses, generally is not as intense a use, which is why water usage is generally a little heavier in the General Commercial Land Use. So changing the land use will not have an increase of approximately 89 gpd in water consumption. Both potable water distribution and sanitary sewer collection systems are available for this property, and there is adequate water and sewer facility capacity.

Transportation: The maximum number of vehicle trip ends projected to be generated from the existing future land use is approximately 236 a.m. peak hour trips, and 210 p.m., peak hour trips (ITE, Land Use Codes 710 (General Office Building), 814 (Specialty Retail Center), and 932 High Turnover Restaurant)).

Traffic Analysis for current land use (ROI)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
710	General Office	6,386	Ln (T) = 0.80 Ln (X) + 1.55	**21**	T = 1.12 (X) +78.81	**86**
814	Specialty Retail Center	6,386	T = 4.91 (X) + 115.59	**147**	Average Rate = 5.02	**32**
932	Restaurant	5,000	Average Rate = 13.53	**68**	Average Rate = 18.49	**92**
Total				**236**		**210**

The ROI Land Use does allow a number of different uses, however some of these uses are restricted per §158.155 of the zoning code and these limitations are reflected in the above intensities. For example, retail cannot exceed 50% of the building's gross square footage, and restaurants cannot exceed 5,000 square feet.

The maximum number of vehicle trip ends projected to be generated from the proposed future land use is approximately 402 a.m. peak hour trips, and 254 p.m., peak hour trips (ITE, Land Use Codes 814 (Specialty Retail Office), 934 (Fast-Food Restaurant w/Drive-Through)).

Traffic Analysis for proposed land use (CG)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
814	Specialty Retail Office	13,772	T = 4.91 (X) + 115. 59	**183**	Average Rate = 5.02	**69**
934	Fast-Food Restaurant w/Drive-Through	4,000	Average Rate = 54.81	**219**	Average Rate = 46.14	**185**
Total				**402**		**254**

As expected, changing the land use to General Commercial will add a number of traffic generating uses such as drive through restaurants and convenience stores with fuel pumps which are currently not permitted in the ROI Land Use. As such there will be an increase in the number of peak hour trips ends being generated with the proposed land use. Trip projections are calculated by using the Institute of Transportation Engineers

(ITE) "Trip Generation Manual, 8th Edition". This represents a net increase of 166 a.m. peak hour trips and 44 p.m. peak hour trips.

Gatlin Boulevard, from Savona Boulevard to Port St. Lucie Boulevard, is operating at a Level of Service (LOS) of C. (Fall 2015 Traffic Counts and Level of Service Report, St. Lucie Transportation Planning Organization). As noted in the Traffic Analysis submitted by MacKenzie Engineering & Planning, for the applicant, "All the roadways adjacent to the property are projected to operate acceptably with the increase in traffic from the property. Additionally, the increase in traffic from the use change will not significantly impact any roadway segment."

Parks/Open Space: This is a commercial development and this criterion is not applicable. By changing the land use to CG would restrict residential development on these parcels.

Schools: Since there is no residential component to this project school concurrency will not apply.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards as well as documenting other drainage issues if applicable.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: An environmental assessment for this property was not included with this application, but a Florida Land Use and Cover Classification System (FLUCCS) Map was included. This FLUCCS Map did show that the entire 1.02 is classified as Pine Flatwoods, and is heavily wooded.

The total area of this application is only 1.02 acres, and typically sites under two (2) acres are not required to provide mitigation. However, the applicant will be unifying this 1.02 acres with the 1.35 acres directly to the west, and that will give the project a total acreage of 2.38 acres. A site plan for these 2.38 acres has already been submitted for department review. As such, it is over two (2) acres and will therefore be required to provide mitigation as identified in the City's Natural Resource Protection Chapter (Chapter 157).

To ensure that this area is addressing all environmental issues, such as identifying any endangered, threatened, or listed species on the site, an environmental site assessment will be required to be submitted as part of the site plan application.

Flood Zone: This parcel is located in Panel Number 12111C0275J, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 10 which is located at 777 SW Dalton Circle. The St. Lucie County Fire District does not list response times for each individual station because of the necessity of responding with another station. This project will not negatively impact adequate service delivery from the fire district.

Compatibility Analysis: Changing the land use from ROI (Residential, Office, Institutional) to CG (General Commercial) is not expected to have any adverse impact to the surrounding area. This property is adjacent to a major commercial node in the City, Savona and Gatlin Boulevards where three of the corners already have a CG zoning designation. Of course, there can be some concern increasing the density on interior lots, however, these lots are already adjacent to CG Land use, and the intention is unify these lots with the adjacent CG parcel. That being said, with a large commercial center on the southeast corner of Gatlin and Savona, it is difficult to say just how much commercial will be utilized on these parcels; however it should not have an adverse impact on the area, especially considering it will help give this project access unto Gatlin which could help take a lot of pressure off the access on Savona. As proposed, the land use change is compatible with the surrounding land uses.

Justification/Mitigation: Objective 1.1.8 and Policy 1.1.8.4 of the City's Comprehensive Plan provide justification for this amendment. Objective 1.1.8, allows the City to initiate and utilize planning and development controls that discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance. Policy 1.1.8.4 allows for the expanding and defining of commercial nodes where appropriate and utilization of urban design standards and techniques to beautify and enhance community appearance along major corridors.

STAFF RECOMMENDATION:

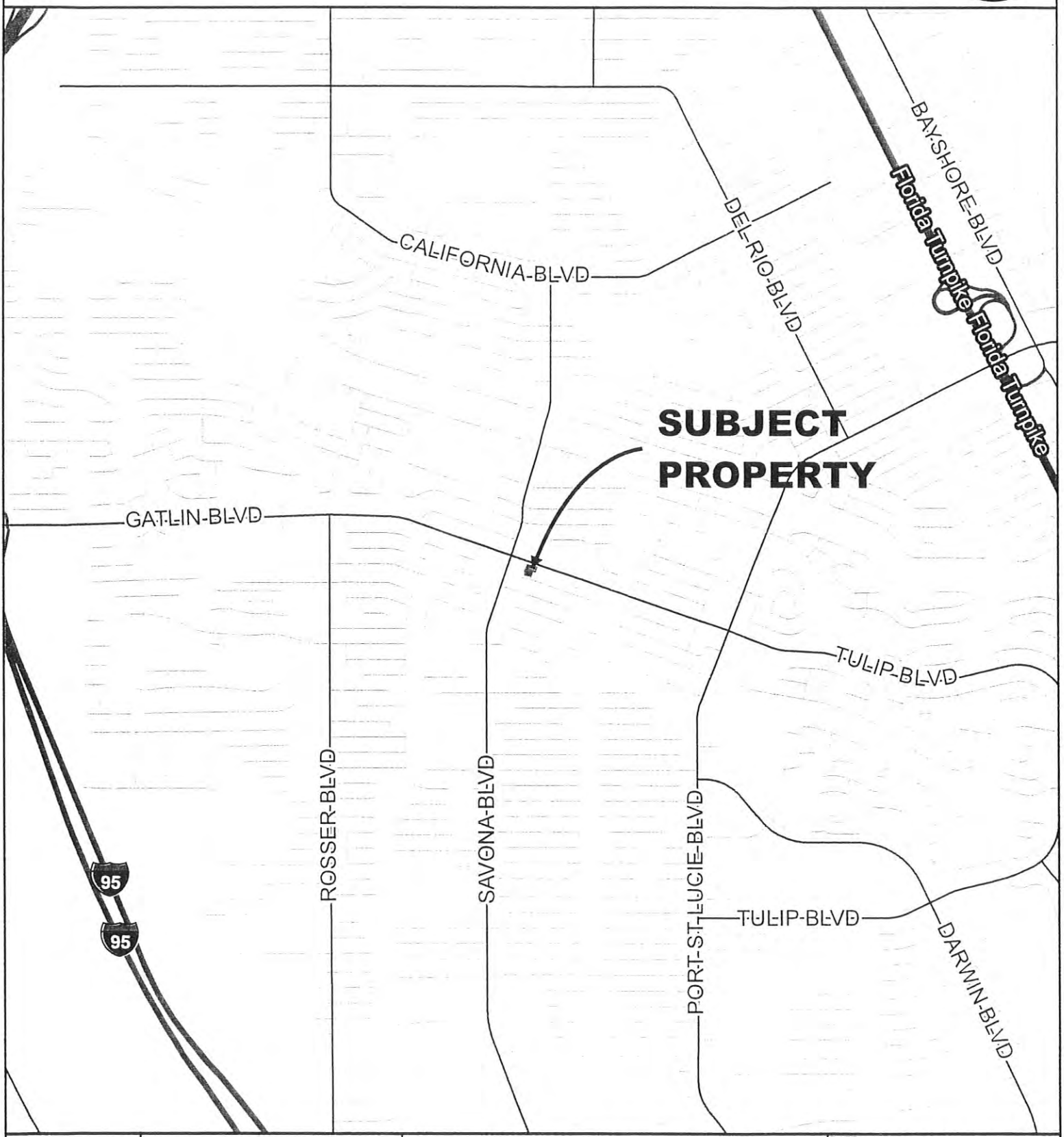
The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval of the proposed amendment based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

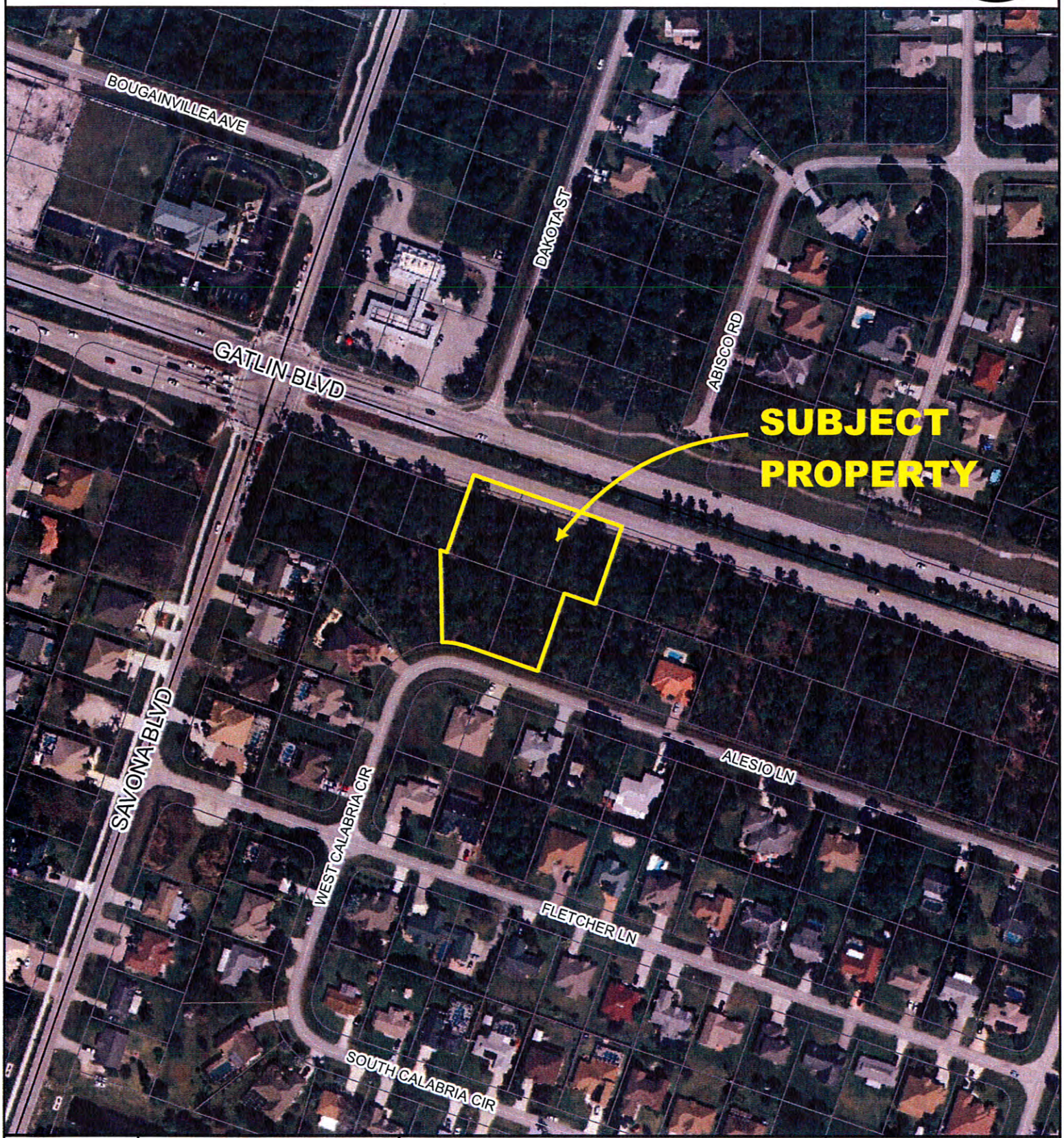
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



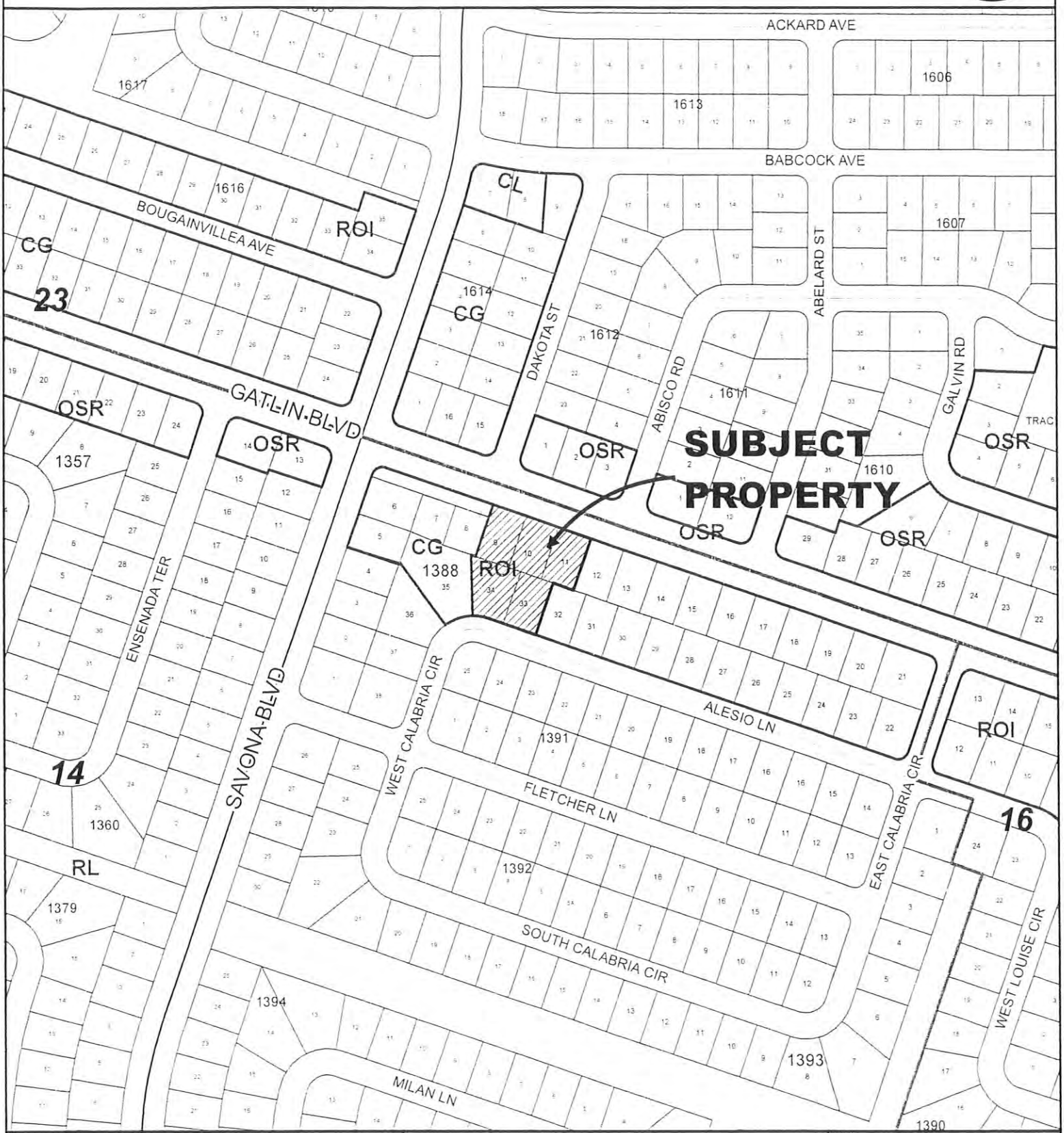
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34	DATE: 9/20/2016 APPLICATION NUMBER: P16-154 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



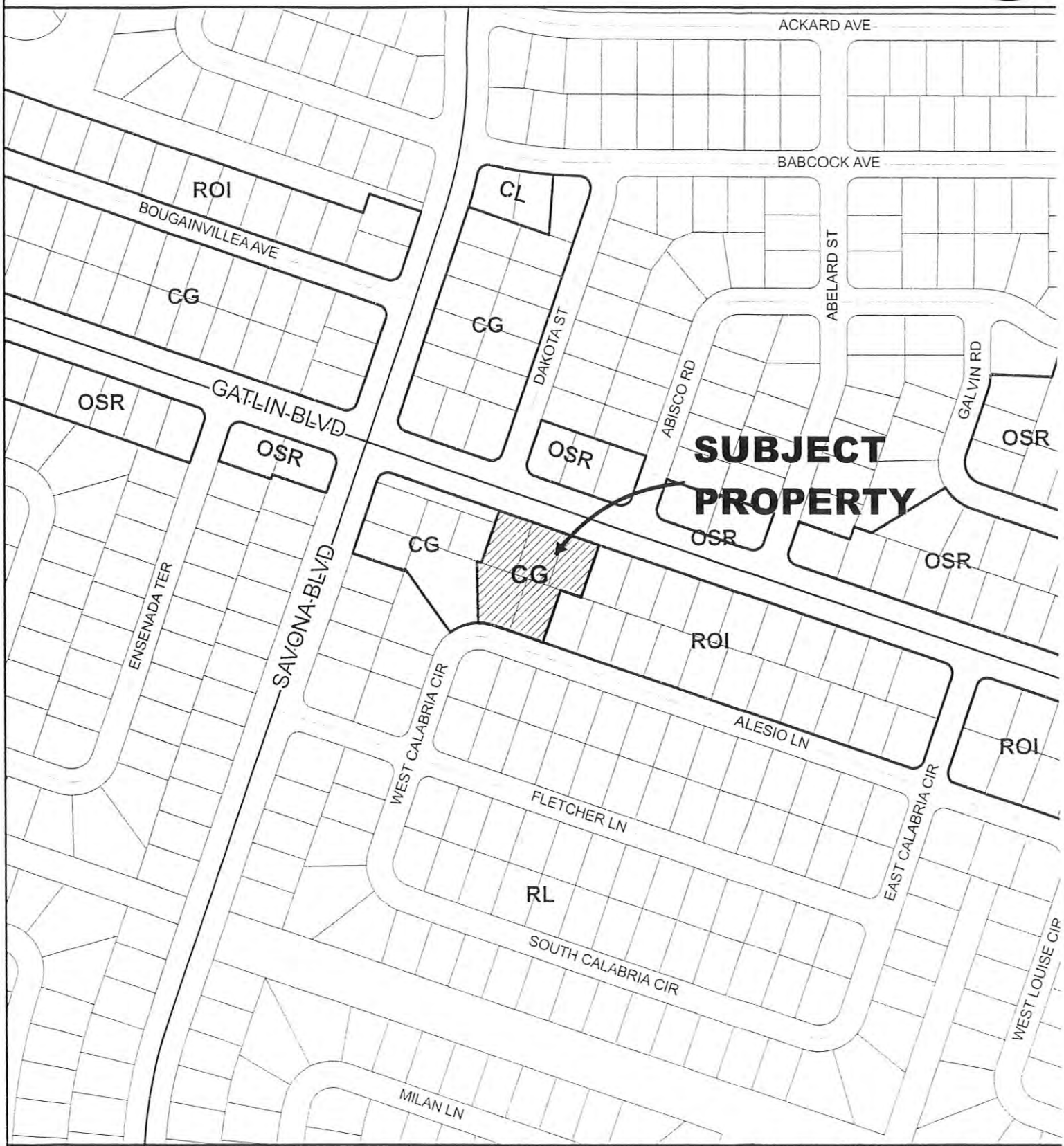
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34 AERIAL DATE 2014	DATE: 9/20/2016 APPLICATION NUMBER: P16-154 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34	DATE: 9/20/2016 APPLICATION NUMBER: P16-154 USER: patricias SCALE: 1 in = 300 ft

PROPOSED LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

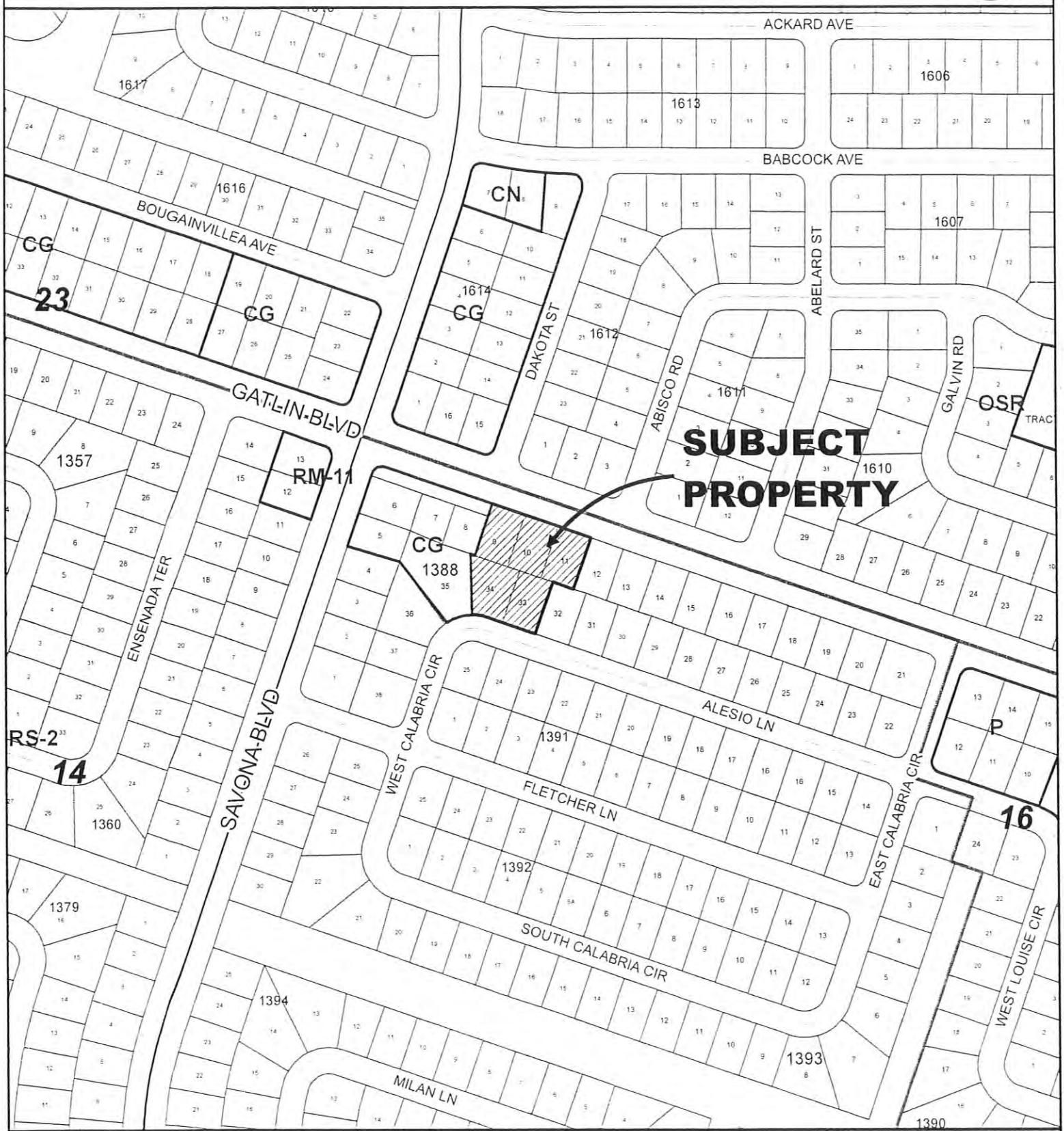
COMPREHENSIVE PLAN AMENDMENT

SPECS PSL, LLC

SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34

DATE:	10/21/2016
APPLICATION NUMBER:	P16-154
USER:	JFinizio
SCALE:	1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34	DATE: 9/20/2016 APPLICATION NUMBER: P16-154 USER: patricias SCALE: 1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept P16-154
Fee (Nonrefundable)$ 4000.00
Receipt # 111049

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: dsorrow@cotleur-hearing.com

PROPERTY OWNER

Name: Spec PSL, LLC
Address: 3200 St. Lucie Boulevard
Fort Pierce, FL 34946
Telephone No.: _____ Fax No.: _____

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Nikolaus M. Schroth
Address: 2055 S. Kanner Hwy.
Stuart, FL 34994
Telephone No.: (772) 286-6292 Fax No.: _____

AGENT OF OWNER (if any)

Name: Daniel T. Sorrow
Address: 1934 Commerce Lane, Suite 1
Jupiter, FL 33458
Telephone No.: (561) 747-6336 x112 Fax No.: _____

RECEIVED
SEP 07 2016

PROPERTY INFORMATION

Boundary Description (See attached)
(attach map)
Property Tax I.D. Number 3420-565-1107-000-2, 3420-565-1108-000-9, 3420-565-1131-000-9, 3420-565-1132-000-6
Current Land Use ROI Proposed Land Use CG
Current Zoning RS-2 Acreage of Property 1.02 AC

Reason for Comprehensive Plan Amendment:
The applicant is requesting a Land Use Amendment from ROI to CG with concurrent Rezoning from RS-2 to CG to allow for commercial development consisting of two retail buildings and a restaurant. See attached justification statement.

*Signature of Owner	Hand Print Name	Date
	Nikolaus Schroth	8-23-16

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

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

June 10, 2016

Mr. John Finizio
City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: Owner Authorization and Designation of Agent

Dear Mr. Finizio,

Please be advised that the undersigned is the owner and applicant for the property located at 2711 SW Savona Boulevard in Port St. Lucie. The undersigned does hereby consent to the filing of applications with the Department of Planning & Zoning of the City of Port St. Lucie, Florida, with respect to the Property, and does hereby authorize Daniel T. Sorrow, of Cotleur & Hearing, as representative and agent on behalf of the undersigned in connection with such filing.

Sincerely,

Nikolaus M. Schroth
(Spec PSL, LLC)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

NOTARY ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Martin

I hereby certify that the foregoing instrument was acknowledged before me this 10th day of June, 2016, by Nikolaus M. Schroth.
He or she
☒ is personally known to me or ☐ has produced _____ as identification.

Notary public signature

Laurie Kurnick
Printed name

State of _____ at-large

LAURIE KURNICK
MY COMMISSION # FF 953424
EXPIRES: January 29, 2020
Bonded Thru Notary Public Underwriters

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4223140 OR BOOK 3904 PAGE 2542, Recorded 08/24/2016 09:30:35 AM Doc Tax: $2589.30

Prepared by and return to:
Keith A. Seldin, Esq.
1934 Commerce Lane, Suite 2
Jupiter, FL 33458
(561) 747-3000

Parcel ID No. 3420-565-1107-000/2 (Lot 9)
Parcel ID No. 3420-565-1108-000/9 (Lots 10 & 11)
Parcel ID No. 3420-565-1131-000/9 (Lot 33)

WARRANTY DEED

THIS WARRANTY DEED, made this 5th day of August, 2016, by and between **JANICE T. CYR, as General Partner of the CYR FAMILY LIMITED PARTNERSHIP, a Maine Limited Partnership**, whose post office address is 52 Stockford Road, Portage Lake, Maine 04768, (hereinafter referred to as "the Grantor"), and **SPEC PSL, LLC, a Florida Limited Liability Company,** whose post office address is 3005 S.W. 2nd Avenue, Suite 101, Fort Lauderdale, Florida 33315.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey the following described land, situate and being in the County of St. Lucie, State of Florida:

> **The South 95 feet of Lots 9, 10, 11, and all of Lot 33, Block 1388, of PORT ST. LUCIE SECTION FOURTEEN, according to the Plat thereof as recorded in Plat Book 13, Pages 5, of the Public Records of St. Lucie County, Florida.**

to have and to hold in fee simple forever and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns.

THESE PROPERTIES ARE ALL VACANT LAND

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 5th day of August, 2016.

Witnesses:

Corinne M. Reuther

Corinne M. Reuther
Print or type name

Tonya Jandreau

Tonya Jandreau
Print or type name

CYR FAMILY LIMITED PARTNERSHIP
a Maine Limited Partnership

By: Janice T. Cyr
JANICE T. CYR
General Partner

STATE OF MAINE)
COUNTY OF AROOSTOOK)

The foregoing instrument was acknowledged before me this 5th day of August, 2016, by **JANICE T. CYR, as General Partner of the CYR FAMILY LIMITED PARTNERSHIP**, a Maine Limited Partnership, and who is personally known to me or who has produced a Driver's License as identification, and who did take an oath.

Notary Public, State of Maine
My Commission Expires:

LAWRENCE J. DUCHETTE
NOTARY PUBLIC
State of Maine
My Commission Expires
April 27, 2022

LAWRENCE J. DUCHETTE NOTARY PUBLIC MAINE

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4223142 OR BOOK 3904 PAGE 2547, Recorded 08/24/2016 09:30:35 AM Doc Tax: $646.80

Prepared by and return to:
Keith A. Seldin, Esq.
1934 Commerce Lane, Suite 2
Jupiter, FL 33458
(561) 747-3000

Parcel ID No. 3420-565-1132-000/6

WARRANTY DEED

THIS WARRANTY DEED, made this 1st day of August, 2016, by and between **BAYVIEW REAL ESTATE OF ST. LUCIE COUNTY, INC.,** a Florida Corporation, whose post office address is 2401 S.W. Valnera Street, Port St. Lucie, Florida 34953, (hereinafter referred to as "the Grantor"), and **SPEC PSL, LLC, a Florida Limited Liability Company,** whose post office address is 3005 S.W. 2nd Avenue, Suite 101, Fort Lauderdale, Florida 33315.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey the following described land, situate and being in the County of St. Lucie, State of Florida:

> **Lot 34, Block 1388 of PORT ST. LUCIE SECTION FOURTEEN, according to the Plat thereof as recorded in Plat Book 13, Page(s) 5, 5A to 5F of the Public Records of St. Lucie County, Florida.**

to have and to hold in fee simple forever and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns.

THIS PROPERTY IS VACANT LAND

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 1st day of August, 2016.

BAYVIEW REAL ESTATE OF ST. LUCIE COUNTY, INC., a Florida Corporation

By: _____
THOMAS W. PETRILLO
President

Witnesses:

_____
Kimberly Cordisco
Print or type name

_____
NEERMALA MELHARAM
Print or type name

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 1st day of August, 2016, by **THOMAS W. PETRILLO**, as President of **BAYVIEW REAL ESTATE OF ST. LUCIE COUNTY, INC.**, a Florida Corporation, who is personally known to me or who has produced a Driver's License as identification, and who did take an oath.

_____
Notary Public, State of Florida
My Commission Expires:

Notary Public State of Florida
Kimberly Cordisco
My Commission FF 126368
Expires 05/26/2018

Cotleur & Hearing

Landscape Architects I Land Planners I Environmental Consultants

1934 Commerce Lane · Suite 1 · Jupiter, Florida · 33458 · Ph 561.747.6336 · Fax 561.747.1377 · www.cotleurhearing.com · Lic # LC26000535

Gatlin Boulevard
Justification Statement

Project Summary (Description)

The subject property is a 1.02 acre site located in Port St. Lucie at the southeast corner of the intersection of Gatlin Boulevard and Savona Boulevard. The applicant, Spec PSL, LLC, intends to purchase the subject parcels adjacent to their property and are seeking approval for a Comprehensive Plan Amendment and Rezoning.

The current Future Land Use designation of the subject parcels is Residential Office Institutional (ROI). The current Zoning designation is Single Family Residential (RS-2 and RS-4). The property is bordered to the north by a commercial parcel comprised of a restaurant and gas station. The property is bordered to the south and east by residential development and to the west by a vacant lot.

The applicant is seeking a Comprehensive Plan Amendment from ROI to General Commercial (CG) and a concurrent Rezoning from Single Family Residential (RS-2/4) to General Commercial (CG). The requested amendment and concurrent rezoning are compatible with adjacent land uses and consistent with the goals and objectives of the Comprehensive Plan.

Justification

This justification statement addresses the specific policies which the requested amendment satisfies in order to show how the amendment will uphold the Comprehensive Plan's goals and objectives. Future Land Use Policy 1.1.7.1 of the City of Port St. Lucie Comprehensive Plan states:

> *Future Land Use Map amendment will be reviewed based on consistency with the Goals, Objectives, and Policies of all Elements of the Comprehensive Plan and other considerations such as:*
>
> - *satisfy a deficiency or mix of uses in the Plan map;*
> - *accommodate projected population or economic growth of the City;*
> - *diversify the housing choices in the City;*
> - *enhance or impede provision of services at adopted LOS Standards;*
> - *compatibility with abutting and nearby land uses;*
> - *enhance or degrade environmental resources;*
> - *job creation within the targeted industry list;*

The proposed amendment meets several of these criteria. The property is located in an area of predominantly residential development. Amending the land use designation to General Commercial (CG) will contribute to a more diverse mix of land uses within the area. Additionally, it will provide amenities and services within walking distance of the surrounding neighborhoods.

The amendment to CG will facilitate economic growth by bringing more businesses to the area. The developer plans to build a drive-through restaurant and retail office building which will contribute to job growth.

The amendment is compatible with adjacent and nearby land uses. There are commercial parcels to the north of the property which include a bank, restaurant, and gas station. Residents who live nearby will be able to walk or bike to these businesses. Thus, the amendment will enhance the walkability of the area.

The Gatlin Commons Regional Activity Center is located within 1 mile of the property. Future Land Use Policy 1.1.4.16 states:

> *The purpose of this overlay is the development of a compact, high-intensity, high-density, multi-use area, and to designate an area for intensive growth that includes land uses such as residential, commercial, retail, cultural, recreational, hospital/medical and entertainment facilities.*

The requested amendment to CG is compatible with the commercial land uses at Gatlin Commons. Gatlin Boulevard is an important thoroughfare in the city. Commercial development along this road will provide a greater variety of services to residents in this area.

Future Land Use Policy 1.1.7.3 of the Comprehensive Plan states that the City shall:

> *Encourage commercial and mixed use nodes at or near arterial intersections and utilize urban design standards and techniques to beautify and enhance community appearance along major corridors.*

The intersection at Gatlin Boulevard and Savona Boulevard is essentially a commercial node due to the presence of the restaurant, gas station, and bank. The amendment to CG of the subject parcel will further enhance the development of this commercial node and provide additional services to the surrounding area.

<u>Capacity Analysis</u>

The required levels of service for the City of Port St. Lucie are provided by the Infrastructure Element of the Comprehensive Plan.

- **Sanitary Sewer**

  The property is located within the Port St. Lucie Utility Systems Department (PSLUSD) service area. The level of service adopted by the City for sanitary sewer facilities is 85% of the Potable Water LOS. The Potable Water LOS for commercial uses is 125 gallons per day per 1,000 square feet; therefore the sanitary sewer LOS is 106.25 gallons per day per 1,000 square feet. The total area of commercial use for the site is 11,150 square feet. The required flow for sanitary sewer is 1,185 gallons per day.

- **Potable water**

  The property is located within the Port St. Lucie Utility Systems Department (PSLUSD) service area. The level of service established by the Comprehensive Plan for Commercial uses is 125 gallons per day per 1,000 square feet. The total area of commercial use for the site is 11,150 square feet. Therefore, the required flow for the site is 1,394 gallons per day.

- **Solid waste**

  Solid waste in the City is collected via private contractor. Commercial collection is made twice or more each week. Solid waste is disposed of at the St. Lucie County Baling and Recycling Facility. The landfill will be able to meet demand for Class I waste until the year 2047 based on the average generation rate of 5.10 pounds per capita per day. The landfill will be able to meet demand for C & D debris until the year based on the average generation rate of 2.80 pounds per capita per day.

- **Drainage**

  According to the Comprehensive Plan, the level of service adopted for stormwater management facilities for existing platted development shall be as shown in the South Florida Water Management District (SFWMD) permit governing said system. The SFWMD permit for this property is to be determined at a later date.

- **Recreation** – Not applicable.

- **Police, Fire & Emergency Services**

  The property is 3.5 miles from the City of Port St. Lucie Police Department located at 121 Port St. Lucie Boulevard. The St. Lucie County Fire Rescue Station #10 is located less than 1.5 miles from the property at 777 SW Dalton Circle.

- **Education** – Not applicable.

Conclusion

The requested Comprehensive Plan Amendment and rezoning are consistent with the goals and objectives of the Comprehensive Plan. The amendment to CG will provide services within walking distance of the adjacent neighborhoods and contribute to the development of a commercial node at the intersection of Gatlin Boulevard and Savona Boulevard. Additionally, the restaurant and retail office building will bring job growth to the area.

Please feel free to contact this office with any questions regarding this project.

Sincerely,

Cotleur & Hearing

Daniel T. Sorrow, AICP, RLA, LEED AP BD+C
Project Manager

RECEIVED

OCT 25 2016

DEPARTMENT
ST. LUCIE, FL

TO: City of Port St. Lucie
Planning and Zoning Department

FROM: Concerned Home Owners **Objecting to Zone Changes**

RE: Rezoning Request # P16-155 and Amendment # P16-154, Gatlin Blvd

DATE: October 24, 2016

We the under signed home owners in the area of the requested changes, do hereby request that you to deny the zoning changes and keep the property zoned as residential. We wish to express our reasons for objecting and asking you to vote NO and decline the proposed zoning changes.

1. The safety of the children. There are several school buses that stop in the area.
2. Increase in traffic problems. There has already been a substantial increase in traffic due to the construction on Port St. Lucie.
3. Traffic Accidents. We already have too many accidents on Gatlin Blvd and Savona Blvd.
4. Uncontrolled Speeders. The roadway already has freeway type traffic, with all types of vehicles and trailers. We have cars and motorcycles racing up and down the road at all hours.
5. Increased Traffic. Makes it very difficult and a safety concern every time we try to get out of our driveways.
6. Increased Traffic will also increase the noise level especially at night during normal sleeping hours. Savona Blvd is a major through street for everyone even Police, Fire and Ambulances.
7. Lack of assistance of concern for safety. Past request for help with speeders due to a deaf child on Savona Blvd. The City had a sign put up for a few weeks and then it was taken back down.

8. Lack of assistance in controlling speeders. No extra patrols have been seen. No speed humps have been installed. There is almost 3 MILES of unchecked roadway from PAAR Dr. to Gatlin Blvd.
9. Posted Speed Limit. In most residential area there is a speed limit of 30 MPH, but on this road it is 40 MHP. We all know this really allows traffic to go 45 to 50 MPH before it is even checked by a concerned Police Officer. This is already to fact for a residential neighborhood, especially with the current amount of traffic.

Sergio and Yaimara Gomez
2721-SW Savona Blvd
772-985-0384

Howard and Vicky Einwalter
2742-SW Savona Blvd
727-410-3646

Ivan and Evelyn Campodonico
2751-SW Savona Blvd
347-995-5021

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, November 08, 2016 2:45 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 1745_001.pdf

Hey John –
One change/correction. See attached.
Rest are approved.
Thanks,
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW · Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, November 02, 2016 2:51 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

It was good to see you yesterday, hopefully everything is going well. I have some ordinances that I need you to review for the upcoming CC meeting of the November 28th. Yes, it is those CPA and rezoning applications that I presented yesterday. Let me know if you have any questions or concerns. Thanks Tom.

1. P16-139 Kenwick Ave Small Scale CPA
2. P16-140 Kenwick Ave Rezoning Application
3. P16-154 Gatlin Blvd Small Scale CPA
4. P16-155 Gatlin Blvd Rezoning Application
5. P16-170 Callas Holdings CPA

John

1297 SW Fletcher Lane
Port St. Lucie, FL 34953
772-475-7354
SECTION 14, BLK 1391, LOT 1

RECEIVED
NOV 14 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

November 9, 2016

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: FILE NUMBER P16-154

Dear Sir or Madam:

In reference to **FILE NUMBER P16-154**, please receive this letter as my **firm objection** to the proposed land use change of property located at Section 14, Block 1388, Lots 9-11 & 33-34 from ROI (Residential, Office, Institutional) to CG (General Commercial).

I am a homeowner and permanent resident of the property located at the above address. I purchased the property in 2003 with full intention of someday raising a family there. The residential neighborhood was safe and quiet and ideal for my need.

I am fortunate to have since been blessed with a family of my own and we enjoy the peacefulness of our home-life at our residence on Fletcher Lane. We live in a safe and quiet neighborhood where we can relax at the end of our long days at work or school. The proposed land use change would have a negative impact on the quality of our daily life as it would change the environment of the area directly outside of our home. The backyard of my home is facing the lots affected by the proposed change. The single residential home built upon LOTS 24 & 25 of BLOCK 1391 (directly behind us) has been offset such that I have a direct view of the lots affected by the proposed change. A prized characteristic of the Florida lifestyle is our ability to spend so much of our time outdoors throughout the year, and my family takes advantage of that. My family frequently spends time playing or eating on our back patio and in our backyard area. If the affected lots are re-designated to General Commercial use as proposed, our residential lifestyle will become directly impacted on a daily basis by that change. Instead of living within a residential community, my family and I will literally be exposed to a general commercial environment every day we are at home. I did not purchase a residential home in Port St. Lucie to live within such a commercial environment and do not approve of any change of properties within my residential area to be re-designated as General Commercial.

In addition, depending upon what specific general commercial business would come to the area (either initially or subsequently) if the proposed land use change is approved, those businesses could produce air pollutants in the form of unpleasant smells which would affect nearby homeowners by discouraging our desire to spend time outdoors in our yards or open our home windows on cooler days, or possibly even affect indoor air quality when residential windows are closed. General commercial businesses with extended or late-night hours of operation could also become the source of regular noise pollution which would disturb and disrupt the existing established peaceful residential nighttime atmosphere.

As a final (yet no less important) point to my objection, it should be noted that there already exists significant vehicular traffic congestion on Savona Boulevard south of Gatlin Boulevard during peak weekday travel times. It is currently difficult during those times to turn either northbound or southbound onto Savona Boulevard from Fletcher Lane and to turn left onto Fletcher Lane from southbound Savona Boulevard, the latter of which can and does result in traffic backing up all the way to the Gatlin Boulevard intersection at times. Adding general commercial business to the corner of Gatlin and Savona Boulevards would only worsen the existing traffic congestion and make it increasingly difficult for local residents to travel to and from their homes.

Please take the above into strong consideration when making your final judgment regarding the proposed change. Quality of life is important for overall well-being and is a critical factor in my decision to remain a resident of Port Saint Lucie. It was a primary requirement in my selection of the property on which I now live. Please do not permit general commercial business to intrude on our established residential lifestyle and worsen an existing traffic concern. It is understood and accepted that at some point the subject vacant properties along Gatlin Boulevard would be developed for some sort of non-residential application, however it is my sincere hope that the City of Port Saint Lucie will review any such application in great detail and limit what types of businesses take residence in the subject area in consideration of the impact on existing residents local to the affected area.

I thank you for your time in reviewing my concerns. Should you have any questions on anything I have stated above, or if you simply wish to discuss this further with me, please do not hesitate to contact me directly at 772-475-7354.

Sincerely,

Michelle Rubenstein (Greslik)

Michelle Rubenstein (Greslik)

Michelle Rubenstein
1297 SW Fletcher Ln
Port St Lucie, FL 34953

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10G
Meeting Date: **November 28, 2016 and Quasi-Judicial Hearing on: December 12, 2016**

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Ordinance: 16-88 Gatlin Boulevard (Spec PSL) – Rezoning Application (P16-155)

Submittal Date: 11/14/2016

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

BACKGROUND: This is a rezoning application to change the zoning designation on 1.02 acres from RS-2 (Single Family Residential) to CG (General Commercial).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 8, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on November 1, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the south side of Gatlin Boulevard, between Savona Boulevard and East Calabria Circle.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 15 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10G
DATE 11/28/16

ORDINANCE 16-88

AN ORDINANCE TO REZONE 1.02 ACRES OF PROPERTY LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN SAVONA BOULEVARD AND EAST CALABRIA CIRCLE, FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS GATLIN BOULEVARD (SPEC PSL), P16-155; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Spec PSL, LLC seeks to rezone 1.02 acres of property located on the south side of Gatlin Boulevard, between Savona Boulevard and East Calabria Circle and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CG (General Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on November 1, 2016 to consider the rezoning application (P16-155), notice of said hearing to adjoining property owners for a radius of seven-hundred fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on the December 12, 2016 to consider the rezoning application (P16-155), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 14, Block 1388, Lots 9, 10, 11, 33, and 34 Port St. Lucie be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CG (General Commercial).

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

ORDINANCE 16-88

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

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **JOHN FINIZIO, PLANNER**

RE: **GATLIN BOULEVARD (SPEC PSL)**
REZONING APPLICATION
PROJECT NO. P16-155

DATE: **OCTOBER 20, 2016**

PROPOSED PROJECT: This is a rezoning application to change the zoning designation on 1.02 acres from RS-2 (Single Family Residential) to CG (General Commercial).

APPLICANT: Daniel T. Sorrow of Cotleur & Hearing.

OWNER: Spec PSL, LLC. The authorization letter is attached to the staff report.

LOCATION: This property is located on the south side of Gatlin Boulevard, between Savona Boulevard and East Calabria Circle.

LEGAL DESCRIPTION: Port St. Lucie Section 14, Block 1388, Lots 9, 10, 11, 33, and 34.

SIZE: Approximately 1.02 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: These lots are currently vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	OSR	RS-2	Vacant lots
S	RL	RS-2	Existing residential houses
E	ROI	RS-2	Vacant lots
W	CG	CG	Vacant parcel

REQUESTED ZONING: CG (General Commercial).

FUTURE LAND USE: ROI (Residential, Office, Institutional).

IMPACTS AND FINDINGS:

Land Use Consistency: This property is located within the City's conversion area. In 1984, the City adopted The City of Port St. Lucie Conversion Manual to address the shortage of land available for both commercial and institutional facilities. With the adoption of the Conversion Manual, the City processed land use amendments to change the land use along designated segments of roadways. Within these conversion areas, single-family lots can be assembled to create larger parcels for suitable development.

This rezoning application is being reviewed concurrently with a small scale comprehensive plan amendment to change the future lands use of this 1.02 acres from ROI to CG (P16-154 Gatlin Boulevard (Spec PSL)). The rezoning of this property is consistent with the proposed future land use of CG and the direction and policies of the City's Comprehensive Plan. In particular, Objectives 1.1.8 and Policy 1.1.8.4 of the City's Comprehensive Plan provide justification for this amendment. Objective 1.1.8, allows the City to initiate and utilize planning and development controls that discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance. Objective 1.1.8.4 allows for the expanding and defining of commercial nodes where appropriate and utilization of urban design standards and techniques to beautify and enhance community appearance along major corridors.

Compliance With Conversion Area Requirements:

Planning Area location per conversion manual: **2**
The property is totally within planning area: **Yes**
Minimum Frontage: **Yes**
Minimum Depth: **Yes**
Does the request isolate lots: **No**

Has a Unity of Title been submitted: **Yes, a unity of title has been submitted to Legal Department on October 19, 2016.**

Buffer required: A landscaped buffer and wall is required: **Yes, since this site abuts Low Density Residential (RL) Land Use to the south, an architectural buffer wall is required along the southern property line.**

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development.

Environmental: An environmental assessment for this property was not included with this application, but a Florida Land Use and Cover Classification System (FLUCCS) Map was included. This FLUCCS Map did show that the entire 1.02 acres are classified as Pine Flatwoods, and is heavily wooded.

The total area of this application is only 1.02 acres, and typically sites under two (2) acres are not required to provide mitigation. However, the applicant will be unifying this 1.02 acres with the 1.35 acres directly to the west, and that will give the project a total acreage of 2.38 acres. A site plan for these 2.38 acres has already been submitted for department review. As such, it is over two (2) acres and will therefore be required to provide mitigation as identified in the City's Natural Resource Protection Chapter (Chapter 157).

To ensure that this area is addressing all environmental issues, such as identifying any endangered, threatened, or listed species on the site, an environmental site assessment will be required to be submitted as part of the site plan application.

Schools: Since there is no residential component to this project school concurrency will not apply.

Other: As required by §158.126 (L), an approved site plan is required before any on-site and off-site improvements can be made to ensure compliance with all City rules and regulations.

All properties are to be combined by Unity of Title under one ownership, and a unity of title has been submitted to the legal department for processing.

STAFF RECOMMENDATION:

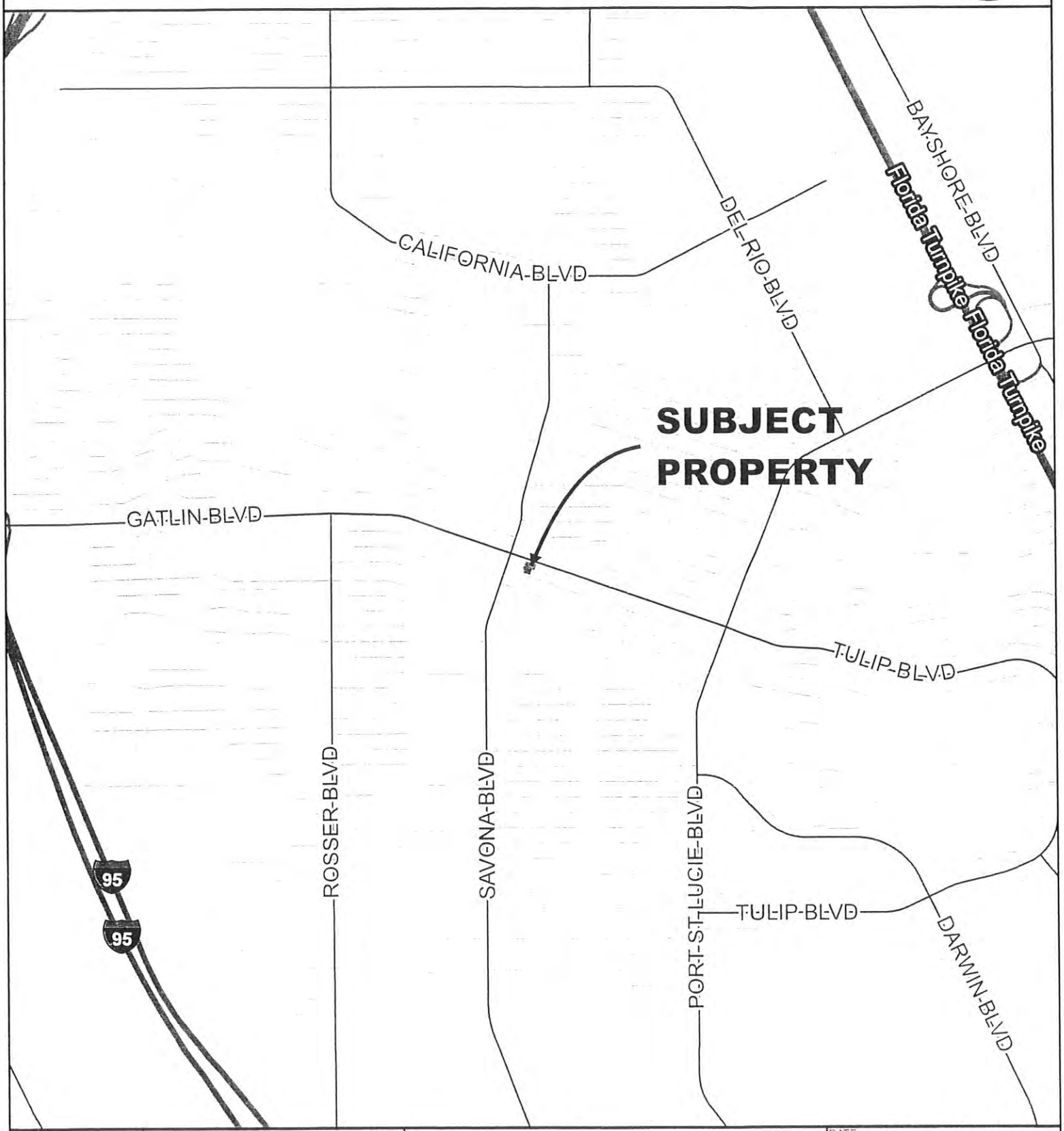
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend denial to the City Council

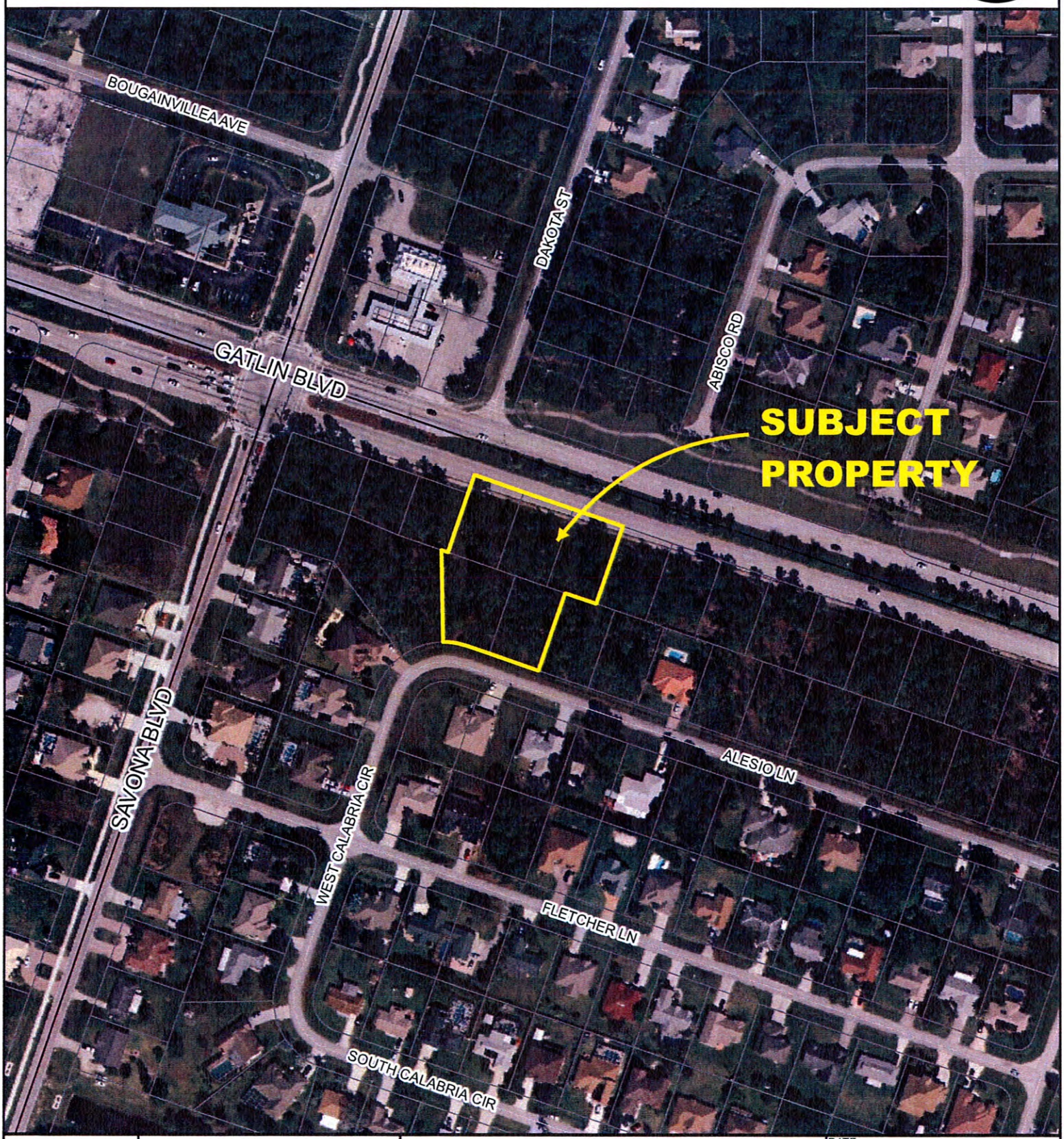
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



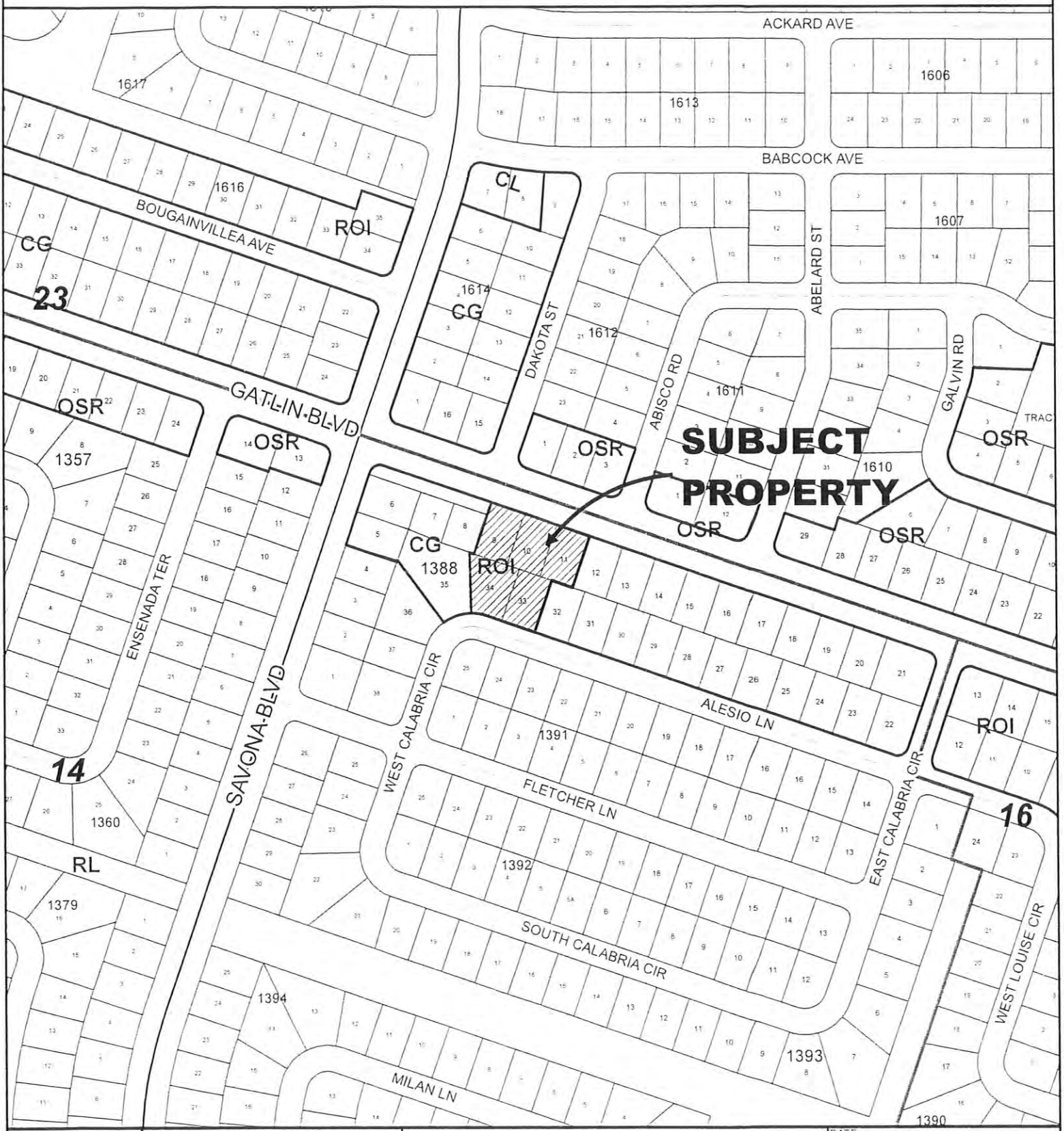
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34	DATE: 9/20/2016 APPLICATION NUMBER: P16-155 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



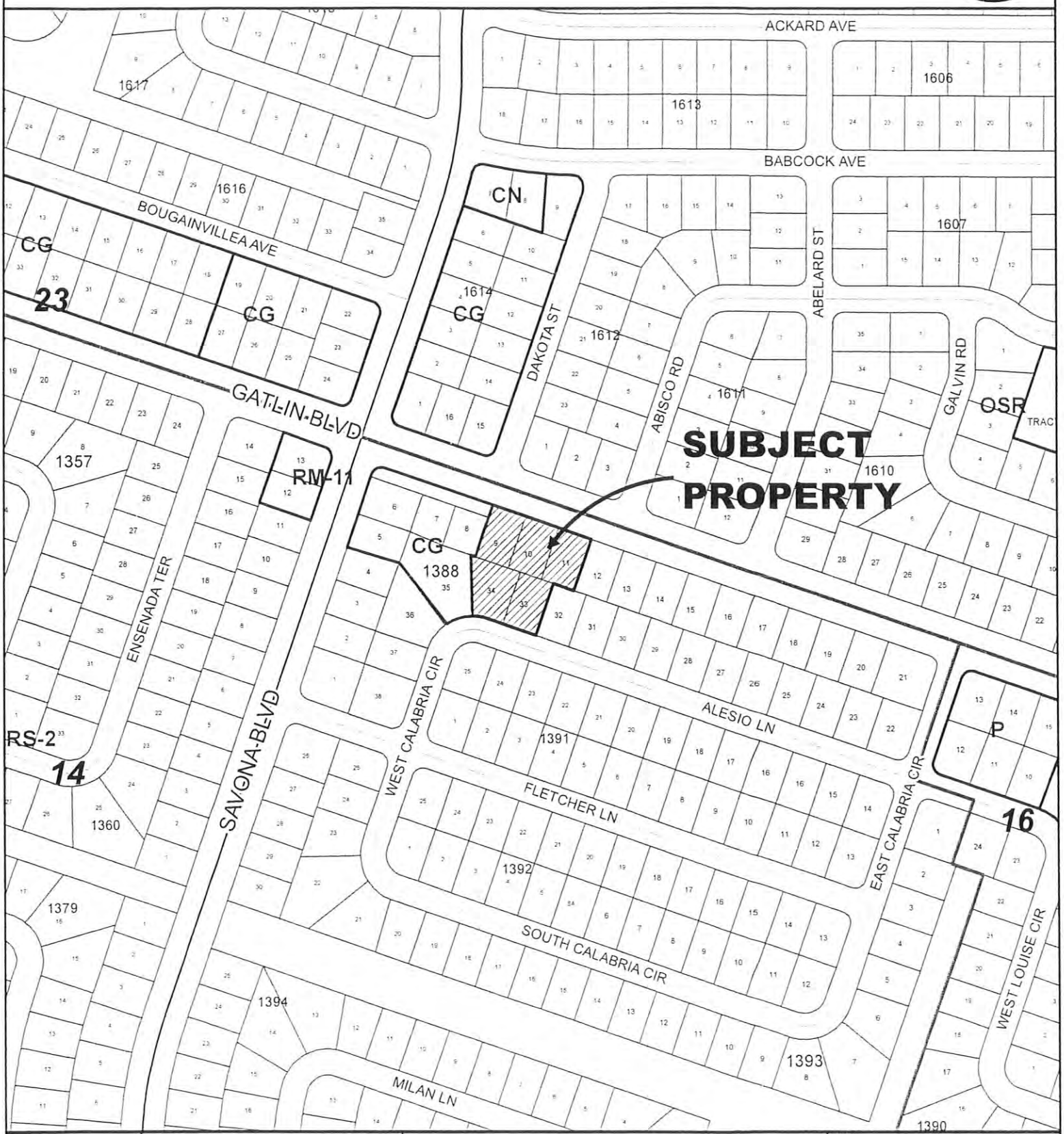
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34 AERIAL DATE 2014	DATE: 9/20/2016 APPLICATION NUMBER: P16-155 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



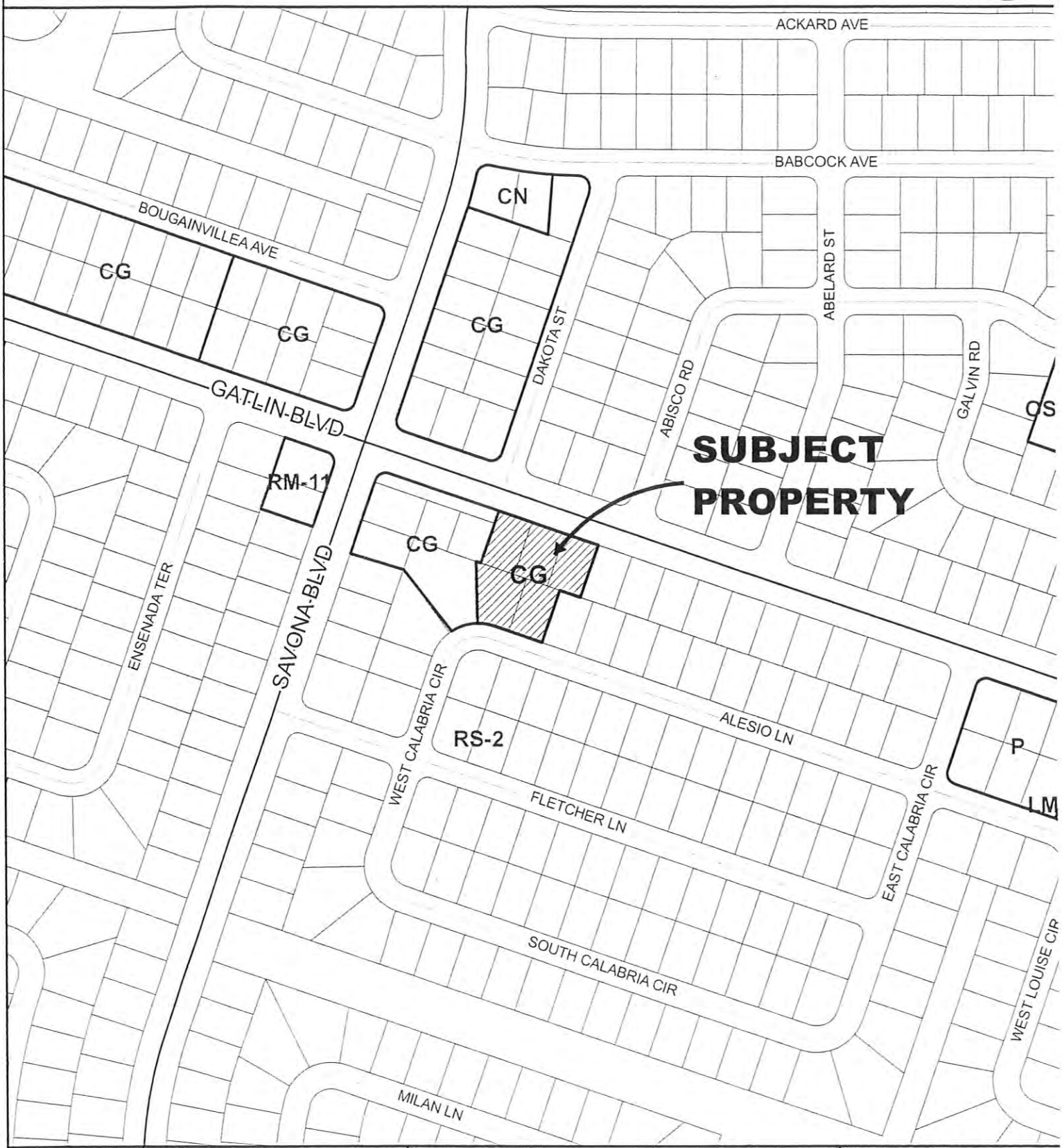
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34	DATE: 9/20/2016 APPLICATION NUMBER: P16-155 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING SPECS PSL, LLC SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34	DATE: 9/20/2016 APPLICATION NUMBER: P16-155 USER: patricias SCALE: 1 in = 300 ft	

PROPOSED ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

SPECS PSL, LLC

SECTION 14, BLOCK 1388, LOTS 9-11 & 33-34

DATE:	10/21/2016
APPLICATION NUMBER:	P16-155
USER:	JFinizio
SCALE:	1 in = 200 ft

REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. P16-155
Fee (Nonrefundable)$2,155.88
Receipt # 111047

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

PRIMARY CONTACT EMAIL ADDRESS: dsorrow@cotleur-hearing.com

PROPERTY OWNER:

Name: Spec PSL, LLC

Address: 3200 St. Lucie Boulevard, Fort Pierce, FL 34946

Telephone No.: _____ FAX No.: _____

AGENT OF OWNER (if any)

Name: Daniel T. Sorrow

Address: 1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Telephone No.: (561) 747-6336 x112 FAX No: _____

RECEIVED
SEP - 7 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE

PROPERTY INFORMATION

Legal Description: (See attached)
(Include Plat Book and Page)

Parcel I.D. Number: 3420-565-1107-000-2, 3420-565-1108-000-9, 3420-565-1131-000-9, 3420-565-1132-000-6

Current Zoning: RS-2

Proposed Zoning: CG

Future Land Use Designation: ROI Acreage of Property: 1.02 AC

Reason for Rezoning Request:

The applicant is requesting a Land Use Amendment from ROI to CG with concurrent Rezoning from RS-2 to CG. The reason for the request is to allow for commercial development consisting of two retail buildings and a restaurant. See attached justification statement.

*Signature of Owner | Nicholas Schmitt Hand Print Name | 8-23-16 Date

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

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

June 10, 2016

Mr. John Finizio
City of Port St. Lucie
Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: Owner Authorization and Designation of Agent

Dear Mr. Finizio,

Please be advised that the undersigned is the owner and applicant for the property located at 2711 SW Savona Boulevard in Port St. Lucie. The undersigned does hereby consent to the filing of applications with the Department of Planning & Zoning of the City of Port St. Lucie, Florida, with respect to the Property, and does hereby authorize Daniel T. Sorrow, of Cotleur & Hearing, as representative and agent on behalf of the undersigned in connection with such filing.

Sincerely,

Nikolaus M. Schroth
(Spec PSL, LLC)

STATE OF FLORIDA
COUNTY OF ST. LUCIE

NOTARY ACKNOWLEDGMENT

STATE OF Florida

COUNTY OF Martin

I hereby certify that the foregoing instrument was acknowledged before me this 10th day of June, 2016, by Nikolaus M. Schroth.
He or she
☒ is personally known to me or ☐ has produced _____ as identification.

Notary public signature

Laurie Kurnick
Printed name

State of _____ at-large

LAURIE KURNICK
MY COMMISSION # FF 953424
EXPIRES: January 29, 2020
Bonded Thru Notary Public Underwriters

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4223140 OR BOOK 3904 PAGE 2542, Recorded 08/24/2016 09:30:35 AM Doc Tax: $2589.30

Prepared by and return to:
Keith A. Seldin, Esq.
1934 Commerce Lane, Suite 2
Jupiter, FL 33458
(561) 747-3000

Parcel ID No. 3420-565-1107-000/2 (Lot 9)
Parcel ID No. 3420-565-1108-000/9 (Lots 10 & 11)
Parcel ID No. 3420-565-1131-000/9 (Lot 33)

WARRANTY DEED

THIS WARRANTY DEED, made this 5th day of August, 2016, by and between **JANICE T. CYR, as General Partner of the CYR FAMILY LIMITED PARTNERSHIP, a Maine Limited Partnership**, whose post office address is 52 Stockford Road, Portage Lake, Maine 04768, (hereinafter referred to as "the Grantor"), and **SPEC PSL, LLC, a Florida Limited Liability Company,** whose post office address is 3005 S.W. 2nd Avenue, Suite 101, Fort Lauderdale, Florida 33315.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey the following described land, situate and being in the County of St. Lucie, State of Florida:

> **The South 95 feet of Lots 9, 10, 11, and all of Lot 33, Block 1388, of PORT ST. LUCIE SECTION FOURTEEN, according to the Plat thereof as recorded in Plat Book 13, Pages 5, of the Public Records of St. Lucie County, Florida.**

to have and to hold in fee simple forever and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns.

THESE PROPERTIES ARE ALL VACANT LAND

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 5th day of August, 2016.

Witnesses:

Corine M. Routhier
Corine M. Routhier
Print or type name

Tanya Jandreau
Tanya Jandreau
Print or type name

CYR FAMILY LIMITED PARTNERSHIP
a Maine Limited Partnership

By: Janice T. Cyr
JANICE T. CYR
General Partner

STATE OF MAINE)
COUNTY OF AROOSTOOK)

The foregoing instrument was acknowledged before me this 5th day of August, 2016, by **JANICE T. CYR, as General Partner of the CYR FAMILY LIMITED PARTNERSHIP**, a Maine Limited Partnership, and who is personally known to me or who has produced a Driver's License as identification, and who did take an oath.

Notary Public, State of Maine
My Commission Expires:

LAWRENCE J. DUCHETTE
NOTARY PUBLIC
State of Maine
My Commission Expires
April 27, 2022

LAWRENCE J. DUCHETTE NOTARY PUBLIC MAINE

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4223142 OR BOOK 3904 PAGE 2547, Recorded 08/24/2016 09:30:35 AM Doc Tax: $646.80

Prepared by and return to:
Keith A. Seldin, Esq.
1934 Commerce Lane, Suite 2
Jupiter, FL 33458
(561) 747-3000

Parcel ID No. 3420-565-1132-000/6

WARRANTY DEED

THIS WARRANTY DEED, made this 1st day of August, 2016, by and between **BAYVIEW REAL ESTATE OF ST. LUCIE COUNTY, INC.**, a Florida Corporation, whose post office address is 2401 S.W. Valnera Street, Port St. Lucie, Florida 34953, (hereinafter referred to as "the Grantor"), and **SPEC PSL, LLC, a Florida Limited Liability Company**, whose post office address is 3005 S.W. 2nd Avenue, Suite 101, Fort Lauderdale, Florida 33315.

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars ($10.00), and other good and valuable consideration, in hand paid by the said Grantee, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey the following described land, situate and being in the County of St. Lucie, State of Florida:

> **Lot 34, Block 1388 of PORT ST. LUCIE SECTION FOURTEEN, according to the Plat thereof as recorded in Plat Book 13, Page(s) 5, 5A to 5F of the Public Records of St. Lucie County, Florida.**

to have and to hold in fee simple forever and said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims and demands of all persons whomsoever. This covenant shall be binding upon Grantor and Grantor's heirs, personal representatives, successors and assigns.

THIS PROPERTY IS VACANT LAND

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal this 1st day of August, 2016.

BAYVIEW REAL ESTATE OF ST. LUCIE COUNTY, INC., a Florida Corporation

By: _____
THOMAS W. PETRILLO
President

Witnesses:

_____
Kimberly Cordisco
Print or type name

_____
NEERMALA MEHARAM
Print or type name

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

The foregoing instrument was acknowledged before me this 1st day of August, 2016, by **THOMAS W. PETRILLO,** as President of **BAYVIEW REAL ESTATE OF ST. LUCIE COUNTY, INC.,** a Florida Corporation, who is personally known to me or who has produced a Driver's License as identification, and who did take an oath.

_____
Notary Public, State of Florida
My Commission Expires:

Notary Public State of Florida
Kimberly Cordisco
My Commission FF 126368
Expires 05/26/2018

ITEM 7(D)+(E) GATLIN BLVD. (SPEC PSL)
P16-154 + P16-155 CPA + REZONING

RECEIVED
OCT 25 2016
NG DEPARTMENT
ST. LUCIE, FL

TO: City of Port St. Lucie
Planning and Zoning Department

FROM: Concerned Home Owners **Objecting to Zone Changes**

RE: Rezoning Request # P16-155 and Amendment # P16-154, Gatlin Blvd

DATE: October 24, 2016

We the under signed home owners in the area of the requested changes, do hereby request that you to deny the zoning changes and keep the property zoned as residential. We wish to express our reasons for objecting and asking you to vote NO and decline the proposed zoning changes.

1. The safety of the children. There are several school buses that stop in the area.
2. Increase in traffic problems. There has already been a substantial increase in traffic due to the construction on Port St. Lucie.
3. Traffic Accidents. We already have too many accidents on Gatlin Blvd and Savona Blvd.
4. Uncontrolled Speeders. The roadway already has freeway type traffic, with all types of vehicles and trailers. We have cars and motorcycles racing up and down the road at all hours.
5. Increased Traffic. Makes it very difficult and a safety concern every time we try to get out of our driveways.
6. Increased Traffic will also increase the noise level especially at night during normal sleeping hours. Savona Blvd is a major through street for everyone even Police, Fire and Ambulances.
7. Lack of assistance of concern for safety. Past request for help with speeders due to a deaf child on Savona Blvd. The City had a sign put up for a few weeks and then it was taken back down.

8. Lack of assistance in controlling speeders. No extra patrols have been seen. No speed humps have been installed. There is almost 3 MILES of unchecked roadway from PAAR Dr. to Gatlin Blvd.
9. Posted Speed Limit. In most residential area there is a speed limit of 30 MPH, but on this road it is 40 MHP. We all know this really allows traffic to go 45 to 50 MPH before it is even checked by a concerned Police Officer. This is already to fact for a residential neighborhood, especially with the current amount of traffic.

Sergio and Yaimara Gomez
2721-SW Savona Blvd
772-985-0384

Howard and Vicky Einwalter
2742-SW Savona Blvd
727-410-3646

Ivan and Evelyn Campodonico
2751-SW Savona Blvd
347-995-5021

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, November 08, 2016 2:45 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 1745_001.pdf

Hey John –
One change/correction. See attached.
Rest are approved.
Thanks,
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

The information contained in this transmission is attorney privileged and confidential. It is intended only for the use of the individual or entity named above. If the reader of this message is
not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive this communication in error,
please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, November 02, 2016 2:51 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

It was good to see you yesterday, hopefully everything is going well. I have some ordinances that I need you to review for the upcoming CC meeting of the November 28th. Yes, it is those CPA and rezoning applications that I presented yesterday. Let me know if you have any questions or concerns. Thanks Tom.

1. P16-139 Kenwick Ave Small Scale CPA
2. P16-140 Kenwick Ave Rezoning Application
3. P16-154 Gatlin Blvd Small Scale CPA
4. P16-155 Gatlin Blvd Rezoning Application
5. P16-170 Callas Holdings CPA

John

RECEIVED

NOV 14 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

1297 SW Fletcher Lane
Port St. Lucie, FL 34953
772-475-7354
SECTION 14, BLK 1391, LOT 1

November 9, 2016

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RE: FILE NUMBER P16-155

Dear Sir or Madam:

In reference to **FILE NUMBER P16-155**, please receive this letter as my **firm objection** to the proposed rezoning request to change property located at Section 14, Block 1388, Lots 9-11 & 33-34 from RS-2 (Single Family Residential) to CG (General Commercial).

I am a homeowner and permanent resident of the property located at the above address. I purchased the property in 2003 with full intention of someday raising a family there. The residential neighborhood was safe and quiet and ideal for my need.

I am fortunate to have since been blessed with a family of my own and we enjoy the peacefulness of our home-life at our residence on Fletcher Lane. We live in a safe and quiet neighborhood where we can relax at the end of our long days at work or school. The proposed rezoning would have a negative impact on the quality of our daily life as it would change the environment of the area directly outside of our home. The backyard of my home is facing the lots affected by the proposed change. The single residential home built upon LOTS 24 & 25 of BLOCK 1391 (directly behind us) has been offset such that I have a direct view of the lots affected by the proposed change. A prized characteristic of the Florida lifestyle is our ability to spend so much of our time outdoors throughout the year, and my family takes advantage of that. My family frequently spends time playing or eating on our back patio and in our backyard area. If the affected lots are rezoned to General Commercial use as proposed, our residential lifestyle will become directly impacted on a daily basis by that change. Instead of living within a residential community, my family and I will literally be exposed to a general commercial environment every day we are at home. I did not purchase a residential home in Port St. Lucie to live within such a commercial environment and do not approve of any change of properties within my residential area to be rezoned as General Commercial.

In addition, depending upon what specific general commercial business would come to the area (either initially or subsequently) if the rezoning request is approved, those businesses could produce air pollutants in the form of unpleasant smells which would affect nearby homeowners by discouraging our desire to spend time outdoors in our yards or open our home windows on cooler days, or possibly even affect indoor air quality when residential windows are closed. General commercial businesses with extended or late-night hours of operation could also become the source of regular noise pollution which would disturb and disrupt the existing established peaceful residential nighttime atmosphere.

As a final (yet no less important) point to my objection, it should be noted that there already exists significant vehicular traffic congestion on Savona Boulevard south of Gatlin Boulevard during peak weekday travel times. It is currently difficult during those times to turn either northbound or southbound onto Savona Boulevard from Fletcher Lane and to turn left onto Fletcher Lane from southbound Savona Boulevard, the latter of which can and does result in traffic backing up all the way to the Gatlin Boulevard intersection at times. Adding general commercial business to the corner of Gatlin and Savona Boulevards would only worsen the existing traffic congestion and make it increasingly difficult for local residents to travel to and from their homes.

Please take the above into strong consideration when making your final judgment regarding the proposed change. Quality of life is important for overall well-being and is a critical factor in my decision to remain a resident of Port Saint Lucie. It was a primary requirement in my selection of the property on which I now live. Please do not permit general commercial business to intrude on our established residential lifestyle and worsen an existing traffic concern. It is understood and accepted that at some point the subject vacant properties along Gatlin Boulevard would be developed for some sort of non-residential application, however it is my sincere hope that the City of Port Saint Lucie will review any such application in great detail and limit what types of businesses take residence in the subject area in consideration of the impact on existing residents local to the affected area.

I thank you for your time in reviewing my concerns. Should you have any questions on anything I have stated above, or if you simply wish to discuss this further with me, please do not hesitate to contact me directly at 772-475-7354.

Sincerely,

Michelle Rubenstein (Greslik)

Michelle Rubenstein (Greslik)

Michelle Rubenstein
1297 SW Fletcher Ln
Port St Lucie, FL 34953

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10H
Meeting Date: **11/28/2016**
& Quasi-judicial Hearing on 12/12/16

TO:	Mayor and City Council
THRU:	Patricia Roebling, Interim City Manager
FROM:	Patricia A. Tobin, AICP, Director Planning and Zoning
Agenda Item:	Ordinance: Outdoor Resorts @ SLW (MotorCoach Resort) PUD Amendment No. 4 – PUD Amendment Application (P16-160) 16-89
Submittal Date:	11/17/2016

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

BACKGROUND: This is an amendment to Ordinance 09-18 for MotorCoach Resort St. Lucie West PUD (FKA Outdoor Resorts at St. Lucie West) which consists of a total of 84.46 acres of an existing recreational vehicle community. The proposed amendment includes a name change, to allow for additional accessory uses for the lots, and to update upland preserve calculations.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by Attorney Thomas Mullins on 10/25/2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this PUD Amendment application at their November 1, 2016 meeting.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016 & 12/5/2016

LOCATION OF PROJECT: The property is located on the northwest corner of NW Peacock Boulevard and NW California Boulevard.

ATTACHMENTS: Ordinance, PUD, staff report, and recommendation.

PT/DR

RECEIVED
NOV 15 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-89

AN ORDINANCE PROVIDING FOR THE FOURTH AMENDMENT OF THE PLANNED UNIT DEVELOPMENT DOCUMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR OUTDOOR RESORTS AT ST. LUCIE WEST (MOTORCOACH RESORT) PUD (P16-160) LOCATED ON THE NORTHWEST CORNER OF NW PEACOCK BOULEVARD AND NW CALIFORNIA BOULEVARD; PROVIDING AN EFFECTIVE DATE.

WHEREAS, by Ordinance 98-81, City of Port St. Lucie, the City of Port St. Lucie City Council approved a Planned Unit Development Document and Conceptual Development Plan for Outdoor Resorts, a development located in a Planned Unit Development Zoning District, and

WHEREAS, by Ordinance 99-51, City of Port St. Lucie, the City of Port St. Lucie City Council approved an amendment to the Outdoor Resorts Planned Unit Development Document and Conceptual Development Plan, and

WHEREAS, by Ordinance 05-122, City of Port St. Lucie, the City of Port St. Lucie City Council approved a second amendment to the Outdoor Resorts Planned Unit Development Document and Conceptual Development Plan, and

WHEREAS, by Ordinance 09-18, City of Port St. Lucie, the City of Port St. Lucie City Council approved a third amendment to the Outdoor Resorts Planned Unit Development Document and Conceptual Development Plan, and

WHEREAS, the proposed changes to the Planned Unit Development Document and Conceptual Development Plan are consistent with Sections 158.170, et seq., Port St. Lucie City Code; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the 1st day of November, 2016 to consider the PUD amendment application, notice of said hearing to

adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 12th day of December, 2016, to consider the PUD amendment application, advertising of the public hearing having been made.

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

Section 1. That the Planned Unit Development Document and Conceptual Development Plan for MotorCoach Resort fka Outdoor Resorts (P08-239), as approved by Ordinance 09-18 City of Port St. Lucie, is amended as reflected in the Planned Unit Development Document attached hereto.

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

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

CITY COUNCIL

CITY OF PORT ST. LUCIE

BY: _____

Gregory J. Oravec, Mayor

ATTEST:

_____

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____

Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **DANIEL ROBINSON, PLANNER**

RE: **OUTDOOR RESORTS @ SLW (MOTORCOACH RESORT)**
PUD APPLICATION AMENDMENT NO. 4
PROJECT NO. P16-160

DATE: **OCTOBER 27, 2016**

PROPOSED USE: This is an amendment to Ordinance 09-18 for MotorCoach Resort St. Lucie West PUD (FKA Outdoor Resorts at St. Lucie West) which consists of a total of 84.46 acres of an existing recreational vehicle community. The proposed amendment includes a name change, to allow for additional accessory uses for the lots, and to update upland preserve calculations.

APPLICANT: Patrick J. Ferland, PE, Culpepper & Terpening

OWNER: MotorCoach Resort St. Lucie West, LLC

LOCATION: The property is located on the northwest corner of NW Peacock Boulevard and NW California Boulevard.

LEGAL DESCRIPTION: The property is legally described as St Lucie West Plat #118 Outdoor Resorts at St. Lucie West Phase 1, Tract A and St Lucie West Plat # 180 Outdoor Resorts at St. Lucie West Phase 2, Open Space Tract 7.

SIZE: 84.46 acres.

EXISTING ZONING: Outdoor Resort at St Lucie West PUD (Planned Unit Development).

EXISTING USE: Existing recreational vehicle park.

FUTURE LAND USE: LI (Light Industrial) / OSR (Open Space - Recreational) / I (Industrial)

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RL & OSC	RS-2 & PUD	Houses, vacant lots & Part Tract F-47
S	CG	GU	Vacant parcels
E	CG,RH	LMD, PUD & GU	Vacant parcels & houses
W	OSC	GU	Wetlands

IMPACTS AND FINDINGS:

Land Use Consistency: As set forth in Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan, a Planned Unit Development Zoning District is compatible with all Future Land Use classifications depending on the range of permitted uses as part of the PUD Concept Plan. Section 158.172 (A) of the Zoning Code sets a minimum size of two acres for the establishment of a PUD.

Sewer/Water Service: St. Lucie West Service District will provide the utilities for this site.

Transportation: The applicant indicated, by providing data within the PUD document, that this project will generate 248 daily vehicle trips on the road adjacent to the project. The information provided is based upon the Institute of Transportation Engineer's (ITE) "Trip Generation Manual", Ninth Edition. The ITE code used for the proposed site was "Campground/Recreational Vehicle Park" (Code 416). Roadway level-of-service and roadway improvements within St. Lucie West are monitored through the St. Lucie West Development of Regional Impact (DRI). Since this amendment decreases the approved number of dwelling units, the trips generated will be decreased from the amount original approved.

Parks/Open Space: The level of service for parks is measured and planned in conjunction with population growth on an annual basis. At the time the PUD was originally approved, there was adequate parklands available to meet this required level of service and this revision decreases the total number of RV sites. Since this amendment does not increase the approved number of dwelling units, adequate parkland and open space is still being met.

Environmental: The PUD amendment reflects a change in the upland preserve. The uplands area has changed from 1.47 to 1.10 acres. Any mitigation of upland habitat will be accomplished either through the purchase of off-site mitigation land or by paying into

the City's conservation trust fund. Gopher tortoises may be present on the undeveloped area and a full survey of the undeveloped property will be required prior to the clearing of the property and development.

STAFF RECOMMENDATION:

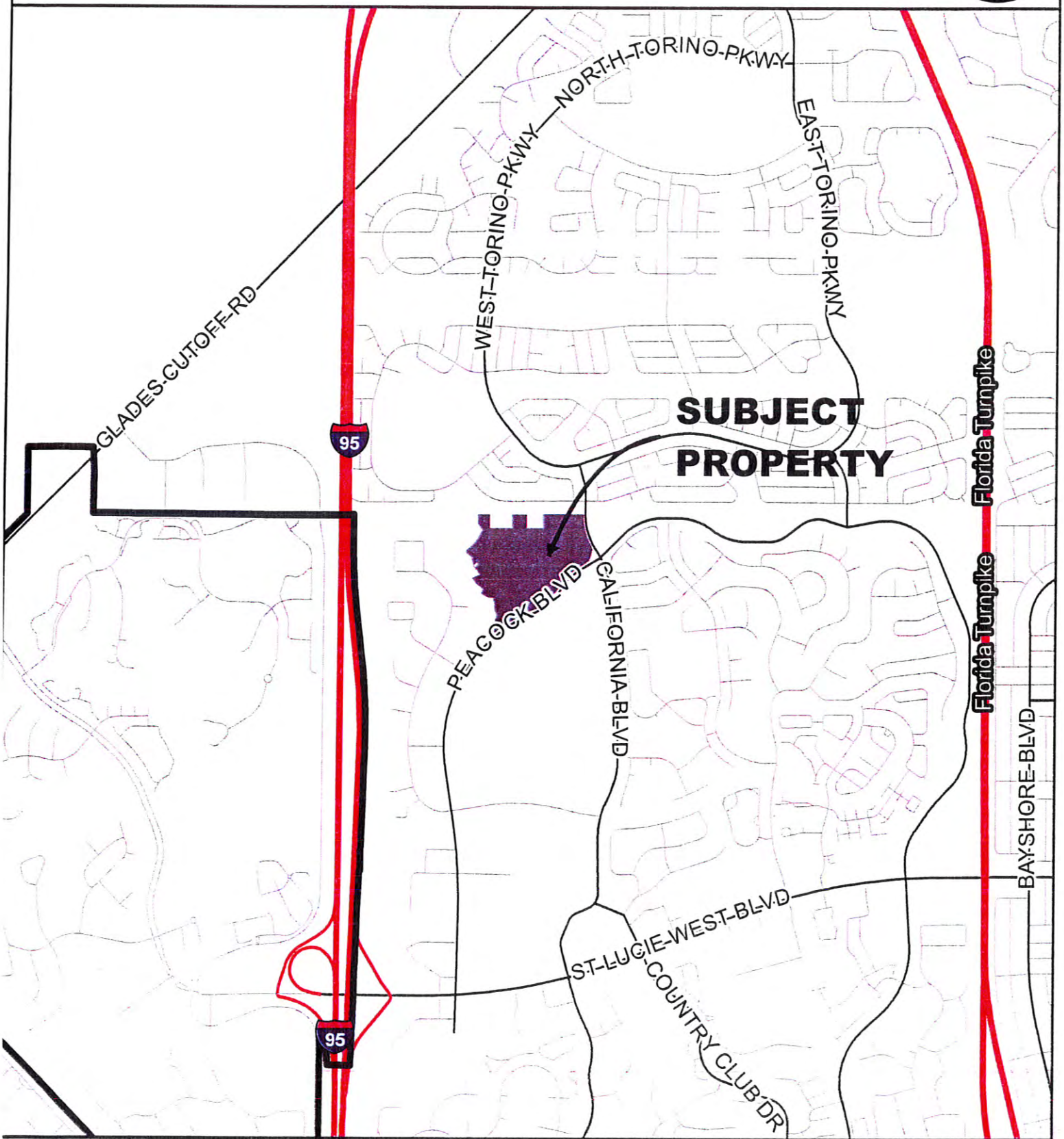
The Site Plan Review Committee unanimously recommended approval of this project on September 28, 2016. The Planning and Zoning Department finds the request to be consistent with the direction and intent of the City's Comprehensive Plan and recommends approval.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

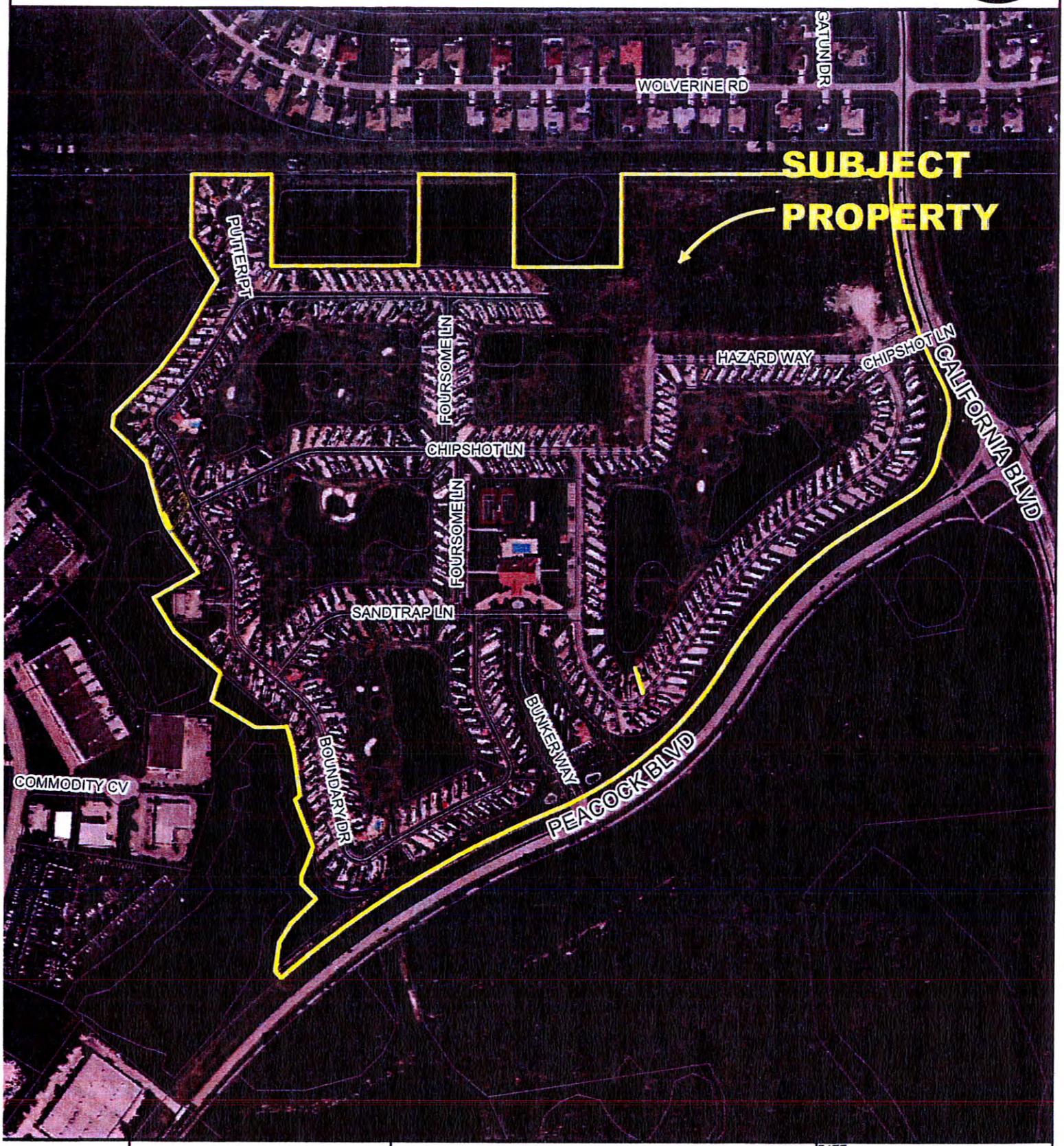
* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



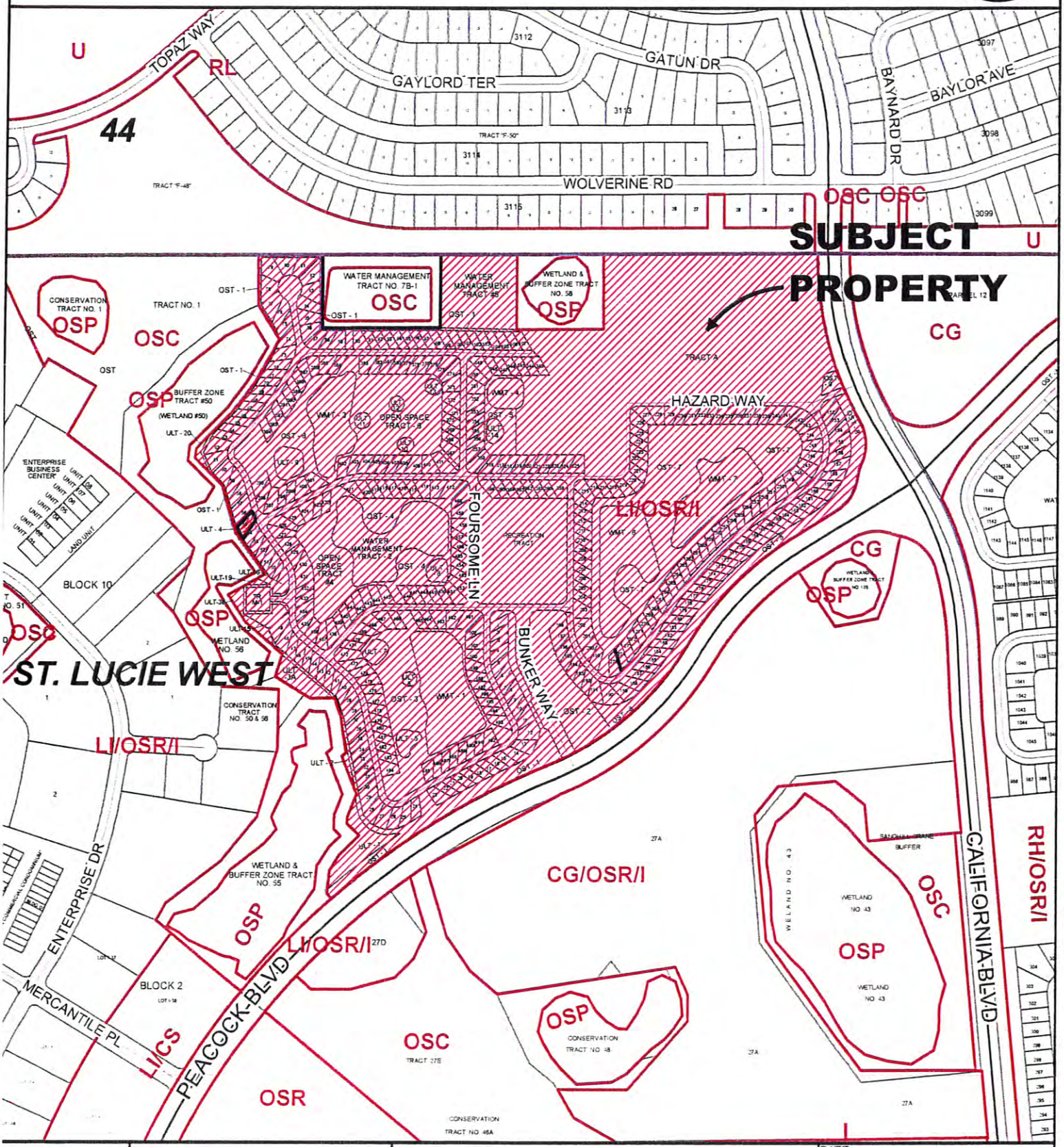
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT OUTDOOR RESORTS @ SLW (MOTORCOACH) SLW PLAT NO. 118	DATE: 10/11/2016 APPLICATION NUMBER: P16-160 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



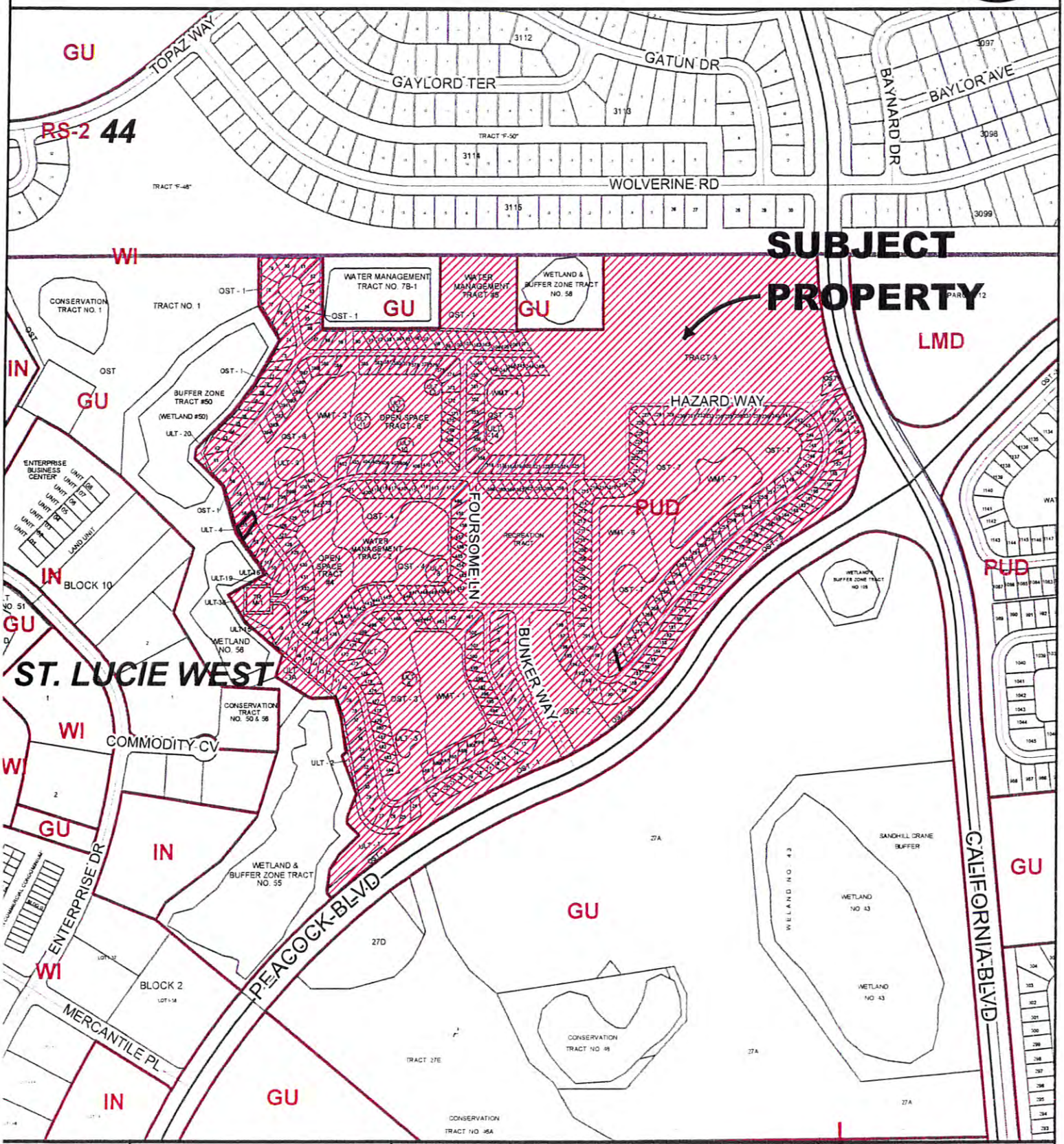
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT OUTDOOR RESORTS @ SLW (MOTORCOACH) SLW PLAT NO. 118 AERIAL DATE 2014	DATE: 10/11/2016 APPLICATION NUMBER: P16-160 USER: patricias SCALE: 1 in = 400 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT OUTDOOR RESORTS @ SLW (MOTORCOACH) SLW PLAT NO. 118	DATE: 10/11/2016 APPLICATION NUMBER: P16-160 USER: patricias SCALE: 1 in = 500 ft

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD AMENDMENT OUTDOOR RESORTS @ SLW (MOTORCOACH) SLW PLAT NO. 118	DATE: 10/11/2016 APPLICATION NUMBER: P16-160 USER: patricias SCALE: 1 in = 500 ft

PUD AMENDMENT APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept. P16-160
Fee (Nonrefundable)$ 3669.20
Receipt # 111260

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink. Project Name: MotorCoach Resort (fka Outdoor Resorts) PUD Amendment #4

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROPERTY OWNER:

Name: Motorcoach Resort St. Lucie West, LLC c/o John D. Richardson, Manager

Address: 800 NW Peacock Blvd, Port St. Lucie, FL 34986

Telephone No. (610) 207-7647 FAX No. email: johnr3602@comcast.net

AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc. c/o Patrick J. Ferland, PE

Address: 2980 South 25th St., Fort Pierce, FL 34981

Telephone No. 772-464-3537 FAX No. 772-464-9497

RECEIVED
SEP - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE

PROPERTY INFORMATION

Legal Description: See Exhibit 7 of PUD Amendment #4 Document
(Include Plat Book and Page)

Parcel I.D. Number: 3323-934-0033-000-9

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: LI/OSR/I Acreage of Property: 84.46

Reason for amendment request:

Request for a Planned Unit Development Amendment to effect name change and allow for additional accessory uses for the lots. There is no change proposed to the PUD Conceptual Plan.

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

Signature of ~~Owner~~ Agent	Hand Print Name	Date
Patrick Ferland	PATRICK FERLAND	9-7-16

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

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

FILE # 4210871 OR BOOK 3[illegible] PAGE 1784, Recorded 07/18 016 03:02:38 PM Doc Tax: $0.70

This Instrument Prepared by/Return To:
FRANK H. FEE, III, ESQUIRE
FEE, DeROSS & FEE, P.L.
426 Avenue A
Fort Pierce, Florida 34950

DOCUMENTARY STAMPS - $0.70
THIS IS A CONVEYANCE OF UNENCUMBERED PROPERTY TO A LIMITED LIABILITY COMPANY BY ITS SOLE MEMBER/OWNER. IT IS A BOOKKEEPING TRANSACTION ONLY. IT IS NOT A SALE. IT IS NOT SUBJECT TO DOCUMENTARY STAMPS BEYOND THE MINIMUM.

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, executed this 13th day of July, 2016, by

ABP INVESTMENT, LLC, a Florida limited liability company

whose address is: 800 N.W. Peacock Boulevard
Port St. Lucie, FL 34986

hereinafter called the Grantor, to

JDR SLW DEVELOPMENT, LLC, a Florida limited liability company

whose address is: 800 N.W. Peacock Boulevard
Port St. Lucie, FL 34986

hereinafter called the Grantee:

(Wherever used herein, the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, That the Grantor, for and in consideration of the sum of $10.00 in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee forever, all that certain land situate, lying and being in the County of St. Lucie, State of Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO

Parcel ID No. 3323-934-0033-000-9

SUBJECT TO restrictions, reservations, limitations, and easements of record, if any; this reference to said restrictions shall not operate to reimpose the same, and taxes for the year 2016 and subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor hereby covenants with the Grantee that at the time of the delivery of this deed, the premises were free from all encumbrances made by Grantor and that Grantor will warrant and defend the same against the lawful claims and demands of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year first above written.

Signed, Sealed and Delivered
in the Presence of:

Marie-Chantale Latulippe
Print Name: MARIE-CHANTALE LATULIPPE

Suzanne Caillé
Print Name: SUZANNE CAILLÉ

ABP INVESTMENT, LLC,
a Florida limited liability company

By
Mario Bourque, as Manager

CANADA
PROVINCE OF QUÉBEC

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 13 day of July, 2016, by **MARIO BOURQUE**, as Manager of **ABP INVESTMENT, LLC, a Florida limited liability company**, who is personally known to me or who provided drivers License as identification and who did not take an oath.

Notary Public
My Commission Expires: Lifetime
My Commission Number:

EXHIBIT "A"

A parcel of land being all of Water Management Tract No. 4, and a portion of Tract A as shown on the Plat of OUTDOOR RESORTS AT ST. LUCIE WEST-PHASE ONE, ST. LUCIE WEST PLAT NO. 118, recorded in Plat Book 38, Pages 38, 38A through 38I, Public Records of St. Lucie County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Open Space Tract No. 5 as shown on The St. Lucie West Plat No. 118 and running North 00°13'48" West a distance of 175.11 feet to a point of curve to the left having a radius of 30.00 feet, a central angle of 05°13'27"; Thence Southwesterly along the arc a distance of 2.74 feet; Thence South 89°46'09" West a distance of 63.25 feet to a point of curve to the left having a radius of 45.00 feet, a central angle of 90°00'00"; Thence Northwesterly along the arc a distance of 70.69 feet; Thence North 00°13'51" West a distance of 14.60 feet to a point of curve to the right having a radius of 55.00 feet, a central angle of 90°00'00"; Thence Northeasterly along the arc a distance of 86.39 feet; Thence North 89°46'09" East, a distance of 53.25 feet to a point of curve to the right having a radius of 30.00 feet, a central angle of 05°23'34"; Thence Southeasterly along the arc a distance of 2.74 feet; Thence North 00°13'48" West a distance of 10.54 feet; Thence along the boundary of said Tract A the following 10 courses and distances:

1. North 89°46'12" East a distance of 126.77 feet to a point;

2. North 30°13'51" West a distance of 80.83 feet to a point;

3. North 48°43'32" West a distance of 36.22 feet to a point;

4. North 30°13'48" West a distance of 80.83 feet to a point;

5. South 89°46'12" West a distance of 19.40 feet to a point;

6. North 00°13'51" West a distance of 9.52 feet to a point;

7. North 89°46'09" East a distance of 332.00 feet to a point;

8. North 00°13'51" West a distance of 281.50 feet to a point;

9. North 89°46'09" East a distance of 821.95 feet to a point of non radial intersection with a curve, which point is the Northeast corner of the above mentioned Tract A and is located South 89°58'51" East from the radius point of the curve next described;

10. Southerly along a curve to the left of radius 1313.24 feet, central angle 19°31'32", an arc distance of 447.53 feet to a point of radial intersection with a line; thence South 70°29'37" West, departing the bounds of Tract A, along said radial line, a distance of 50.00 feet to a point; thence South 07°27'12" West a distance of 80.67 feet to a point; thence South 67°03'46" West a distance of 1.01 feet to a point of curvature; thence Westerly and Northwesterly along a curve to the right of radius 30.00 feet, central angle 91°42'55", an arc distance of 48.02 feet to a point of non radial intersection with a line, which point bears South 68°46'40" West from the radius point of the curve last above described; Thence South 31°43'41" West a distance of 26.82 feet to a point;

EXHIBIT A
(CONTINUED)

Thence North 52°19'57" West a distance of 34.61 feet to a point of non radial intersection with a curve, which point is located South 63°52'29" East from the radius point of the curve next described; Thence Southwesterly and Westerly along a curve to the right of radius 50.00 feet, central angle 63°38'38", an arc distance of 55.54 feet to a point of tangency; Thence South 89°46'09" West a distance of 631.35 feet to a point; Thence South 00°13'51" East a distance of 246.58 feet to a point of curvature; Thence Southwesterly and Westerly along a curve to the right of radius 30.00 feet, central angle 90°00'03", an arc distance of 47.12 feet to a point of tangency; Thence South 89°46'12" West a distance of 118.49 feet to a point; Thence North 00°13'48" West a distance of 70.00 feet to a point; Thence South 89°46'12" West a distance of 262.34 feet to the Point of Beginning.

State of Florida

Department of State

I certify the attached is a true and correct copy of Articles of Amendment, filed on July 19, 2016, to the Articles of Organization for JDR SLW DEVELOPMENT, LLC which changed its name to MOTORCOACH RESORT ST.LUCIE WEST, LLC, a Florida limited liability company, as shown by the records of this office.

The document number of this limited liability company is L16000108667.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twentieth day of July, 2016

Ken Detzner

Ken Detzner
Secretary of State

CR2EO22 (1-11)

ARTICLES OF AMENDMENT
TO
ARTICLES OF ORGANIZATION
OF

JDR SLW DEVELOPMENT, LLC

(Name of the Limited Liability Company as it now appears on our records.)
(A Florida Limited Liability Company)

The Articles of Organization for this Limited Liability Company were filed on June 6, 2016 and assigned Florida document number L16000108667.

This amendment is submitted to amend the following:

A. If amending name, enter the new name of the limited liability company here:

MOTORCOACH RESORT ST. LUCIE WEST, LLC

The new name must be distinguishable and contain the words "Limited Liability Company," the designation "LLC" or the abbreviation "L.L.C."

Enter new principal offices address, if applicable:

(Principal office address MUST BE A STREET ADDRESS)

Enter new mailing address, if applicable:

(Mailing address MAY BE A POST OFFICE BOX)

16 JUL 19 AM 9:14
FILED
DIVISION OF CORPORATIONS
TALLAHASSEE, FLORIDA

B. If amending the registered agent and/or registered office address on our records, enter the name of the new registered agent and/or the new registered office address here:

Name of New Registered Agent:

New Registered Office Address:

Enter Florida street address

, **Florida**

City *Zip Code*

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent as provided for in Chapter 605, F.S. Or, if this document is being filed to merely reflect a change in the registered office address, I hereby confirm that the limited liability company has been notified in writing of this change.

If Changing Registered Agent, Signature of New Registered Agent

If amending Authorized Person(s) authorized to manage, enter the title, name, and address of each person being added or removed from our records:

MGR = Manager
AMBR = Authorized Member

Title	Name	Address	Type of Action
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change
			☐ Add
			☐ Remove
			☐ Change

16 JUL 19 AM 9:15
TALLAHASSEE, FLORIDA

D. If amending any other information, enter change(s) here: *(Attach additional sheets, if necessary.)*

16 JUL 19 AM 9:15
TALLAHASSEE, FLORIDA

E. Effective date, if other than the date of filing: _____ (optional)

(If an effective date is listed, the date must be specific and cannot be prior to date of filing or more than 90 days after filing.) Pursuant to 605.0207 (3)(b)
Note: If the date inserted in this block does not meet the applicable statutory filing requirements, this date will not be listed as the document's effective date on the Department of State's records.

If the record specifies a delayed effective date, but not an effective time, at 12:01 a.m. on the earlier of:
(b) The 90th day after the record is filed.

Dated July 19, 2016.

Signature of a member or authorized representative of a member

JOHN D. RICHARDSON, Manager

Typed or printed name of signee

Filing Fee: $25.00

Presented to:
City of Port St. Lucie Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

P.U.D. APPLICATION

for

P.U.D. ~~REZONING~~ AMENDMENT # ~~3~~ 4

for

~~OUTDOOR RESORTS *at*~~
MotorCoach Resort St. Lucie West
(F/K/A Outdoor Resorts at St. Lucie West)

84.46 Acres

for

~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West, ~~Inc.~~ LLC
~~79687 Country Club Drive~~ 800 N.W. Peacock Boulevard
~~Bermuda Dunes, CA 92203~~ Port St. Lucie, FL 34986

Original Approval November 1998
~~Revised~~ Amendment #1 Approval ~~May,~~ August 1999
~~Revised~~ Amendment #2 Approval ~~June,~~ October 2005
~~Revised~~ Amendment #3 Approval ~~June, 2008~~ March 2009

~~Prepared by ARCADIS G&M, Inc.~~
~~590 NW Peacock Blvd., Suite 9~~
~~Port St. Lucie, FL 34996~~
~~772 (878) 1700~~

RECEIVED
OCT 20 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Prepared by:
Culpepper & Terpening, Inc.
2980 South 25th Street
Fort Pierce, Florida 34981
(772) 464-3537

Port St. Lucie Project No. ~~P08-239~~ P16-160

Summary of Amendment #4 Revisions

Cover Page – Updated Name and Address of PUD and Applicant Name and Address

~~Second Page - Amendment No. 3 Revisions~~

~~Page 1 - Table of Contents~~

Page 1 - New Table of Contents

~~Page 2 - List of Exhibits~~

Page 2 – Updated Name and Address of PUD and Applicant Name and Address

Page 3 – Various Text Changes for Current Conditions

Page 4 – Exhibit 1 – New Application for Amendment #4

Page 5 – Exhibit 2 - Additions Noted

~~Page 5 - Exhibit 1 - Application For Rezoning~~

Page 6 – Exhibit 3 – Updated Letter of Unified Control

~~Page 7 - Exhibit 3 - Letter of Unified Control~~

Page 7 – Exhibit 3A – Updated Owners Association Letter of No Objection

Page 8 – Exhibit 4 – Various Text Changes for Current Conditions

Page 9 &10 – Exhibit 5 – Revisions to Site Information "Maximum Building Height", "Accessory Uses" and Landscape Buffer

Page 11– Exhibit 6 – Updated Name and Revised Date

Page 12 – Exhibit 7 – Updated Name

Page 13 – Exhibit 8 – Updated Land Use Data, revised preserve area at maintenance building

Page 14 – Exhibit 9 – Added Motor Coach Lot Exhibit

Page 15 – Exhibit 9A – Added Coach House Lot Exhibit

Page 16 – Exhibit 10 –Update Binding PUD Agreement Document

Amendment No. 3

Page 3 – Revised Name and Zip Code of Applicant, Revised Name of Consultant

Page 4 – Various Text Changes for Current Conditions

Page 5 – Exhibit 1 – Revised Name of Property Owner, Revised Agent of Owner

Page 7 & 8 – Exhibit 3 – Revised Ownership Information and added Home Owners Association Approval Resolution

Page 9 – Exhibit 4 – Various Text Changes for Current Conditions

Page 10 & 11 – Exhibit 5 – Revisions to "Maximum Building Height", "Accessory Uses", Upland Preservation, and Upland Plantings

Page 12 – Exhibit 6 – Revised Date

Page 13 – Exhibit 7 – Revised Legal Description to Reflect Current Status

Page 14 – Exhibit 8 – Revised Areas and Percentages

Page 15 – Exhibit 9 – Added Accessory Uses Set Backs

Page 16 – Exhibit 10 – Revised to Reflect Current Status

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Page 20 – Exhibit 12C – To be Deleted by Ordinance 05-R88

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~~OUTDOOR RESORTS~~
~~AT~~
MOTORCOACH RESORT ST. LUCIE WEST

PROJECT PROFESSIONALS

APPLICANT: ~~OUTDOOR RESORTS at ST. LUCIE WEST, INC.~~
~~Ronald W. Petty~~
~~President~~
~~79687 Country Club Drive~~
~~Bermuda Dunes, CA 92203~~
~~(760) 345-2046 /Fax (760) 345-4096~~
MotorCoach Resort St. Lucie West, LLC
John D. Richardson, Manager
800 N.W. Peacock Boulevard
Port St. Lucie, FL 34986

CONSULTANT: CULPEPPER & TERPENING, INC.
~~Michael T. Kolodziejczyk, PLS~~
~~Senior Project Manager~~
Patrick J. Ferland, P.E., Principal Engineer
2980 South 25th Street
Ft. Pierce, FL 34981
(772)464-3537/Fax(772)~~467-4967~~ 464-9497

INTRODUCTION

~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West (F/K/A Outdoor Resorts at St. Lucie West), being all of Outdoor Resorts at St. Lucie West – Phase One, (St. Lucie West Plat No. 118) and Outdoor Resorts at St. Lucie West – Phase Two, (St. Lucie West Plat No. 180), is an approved recreational vehicle community consisting of 84.46 acres. ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West, will offer sites as outlined in the attached Exhibits 9 and 9A.

This P.U.D. Amendment is being submitted in order to add the accessory use of a permanent structure to Phase 3.~~and bring the PUD up to date with Development Order conditions.~~

The above mentioned community will have amenities in part of open space, lakes, upland preservation tracts and the amenities of a main recreation area, containing the main clubhouse, pool and tennis courts together with three additional pool areas strategically placed within the resort area and a Par 3 golf course.

The internal roadway for ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West is designed to ensure an orderly means of ingress and egress movement for both the residences, and visitors to the area. The community's primary access is via a gate house entry at N.W. Peacock Boulevard with a gated secondary access off N.W. California Boulevard.

This application is respectfully submitted to the Planning and Zoning Department of the City of Port St. Lucie for processing as a P.U.D. Amendment. The format will follow the outline presented in the P.U.D. Zoning District Standards and Application requirements.

EXHIBIT 1
P.U.D. Amendment Application

PUD AMENDMENT APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept._____
Fee (Nonrefundable)$_____
Receipt #_____

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it cannot be processed. Attach proof of ownership: two copies of deed. Please type or print clearly in **BLACK** ink. Project Name: MotorCoach Resort (fka Outdoor Resorts) PUD Amendment #4

PRIMARY CONTACT EMAIL ADDRESS: pferland@ct-eng.com

PROPERTY OWNER:

Name: Motorcoach Resort St. Lucie West, LLC c/o John D. Richardson, Manager

Address: 800 NW Peacock Blvd, Port St. Lucie, FL 34986

Telephone No. (610) 207-7647 FAX No. email: johnr3602@comcast.net

AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc. c/o Patrick J. Ferland, PE

Address: 2980 South 25th St., Fort Pierce, FL 34981

Telephone No. 772-464-3537 FAX No. 772-464-9497

PROPERTY INFORMATION

Legal Description: See Exhibit 7 of PUD Amendment #4 Document
(Include Plat Book and Page)

Parcel I.D. Number: 3323-934-0033-000-9

Current Zoning: PUD Proposed Zoning: PUD

Future Land Use Designation: LI/OSR/I Acreage of Property: 84.46

Reason for amendment request:

Request for a Planned Unit Development Amendment to effect name change and allow for additional accessory uses for the lots. There is no change proposed to the PUD Conceptual Plan.

1) Applicant must list on the first page of the attached amendment all proposed changes with corresponding page number(s).

2) All proposed additions must be underlined and deleted text must have a ~~strikethrough~~.

3) Where there are conflicts between the requirements of the general provisions of this chapter or other applicable codes of the city and the requirements established by official action upon a specific PUD, the latter requirements shall govern.

Signature of ~~Owner~~ Agent	Patrick Ferland Hand Print Name	9-7-16 Date

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

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

EXHIBIT 1

APPLICATION FOR REZONING- Amendment

City of Port St. Lucie
Planning & Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984
(561) 871-5212 FAX (561) 871-5124

FOR OFFICE USE ONLY

Planning Dept._____
Date received _____
Fee & receipt # _____

Refer to "Fee Schedule" for application fee Make checks payable to the 'City of Port St. Lucie'. Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting. All items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership: two copies of deed Please type or print clearly in **BLACK** ink.

PROPERTY OWNER:

Name: Outdoor Resorts of St. Lucie West, Inc.

Address: 79687 Country Club Drive, Suite 201, Bermuda Dunes, CA 92203

Telephone No. 760-345-2046 FAX No. 760-345-4096

AGENT OF OWNER (if any)

Name: Culpepper & Terpening, Inc.

Address: 2980 South 25th Street, Fort Pierce, FL 34981

Telephone No. 772-464-3537 FAX No. 772-467-4967

PROPERTY INFORMATION

Legal Description: See Attached Sheet – Exhibit 7 (include Plat Book and Page)

Parcel I.D. No. 3323-934-0033-000/9

Current Zoning PUD

Proposed Zoning PUD

Future Land Use Designation LI/OSR/I Acreage of Property 84.457 Acres

Reason for rezoning request Request for a Planned Unit Development Amendment to allow for accessory uses for the lots and to bring the PUD up to date with Development Order conditions

OUTDOOR RESORTS AT ST. LUCIE WEST, INC.

* Ronald W. Petty — Signature of Owner

RONALD W. PETTY — Hand Print Name

10-20-08 — Date

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

REZAPPL

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

EXHIBIT 2
P.U.D. Application Checklist

1. Statement of Unified Control of the entire area within the proposed P.U.D. is enclosed as Exhibit 3.

2. ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West is an existing recreational vehicle community designed to encompass privately owned sites. The minimum site area will be 2400 square feet.

3. The Conceptual Plan for ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West is enclosed as Exhibit 8 of this submittal package.

4. Please see Exhibit 4 for the General Standards established for this Planned Unit Development. Minimum setbacks and other site data are shown in Exhibits 5, ~~and~~ 9 and 9A. Proposed development uses are shown in Exhibit 6.

5. This community is part of the St. Lucie West D.R.I. approval and the Development Order.

   Regarding the projected trips this development will generate, the Development Order stipulates that as home sites at St. Lucie West reach specific levels, additional roadway improvements are required. However, the density for this community is below the density used in the Development Order to obtain the thresholds and therefore will not trigger any additional requirements.

   The following data reflects the approved number of average daily trips (ADT), ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West P.U.D. will add to St. Lucie West.

   Trip Generation Rate per I.T.E. Generation Manual, ~~Seventh~~ Ninth Edition, Land Use #416 - Page ~~670~~ 735.

   .52 trips per day
   x ~~502~~ 477 Sites (Proposed)
   ~~261~~ 248 A. D. T.

EXHIBIT 3
Letter of Unified Control

September 7, 2016

Ms. Anne Cox, Assistant Director
City of Port St. Lucie - Planning & Zoning Dept.
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984

RE: MotorCoach Resort PUD Amendment #4
Updated Letter of Unified Control

Dear Ms. Cox:

This letter is to serve as our required letter of Unified Control in compliance with the City of Port St. Lucie Land Development (zoning) regulations. Through August 2016, MotorCoach Resort St. Lucie West, LLC, and RV Resort at St. Lucie West Owners Association, Inc. (collectively known as "MotorCoach Resort St. Lucie West"), is the controlling entity and owners of 52% of the overall area within the MotorCoach Resort St. Lucie West PUD, as outlined below:

MotorCoach Resort St. Lucie West PUD
Property Ownership & Distribution

MotorCoach Resort St. Lucie West, LLC	18.61 ac	22%
RV Resort at St. Lucie West Owners Association, Inc. (OST's)	25.53 ac	30%
St. Lucie West Services District (WMT's)	15.11 ac	18%
Individual Property Owners	25.21 ac	30%
	84.46 ac	100%

MotorCoach Resort St. Lucie West, LLC

BY: Patrick Ferland, MGMT

Print Name: PATRICK FERLAND

Title: MGMT

RV Resort at St. Lucie West Owners Association, Inc.

(Please refer to attached Letter of No Objection, dated September 2, 2016; attached as Exhibit 3A.)

OUTDOOR RESORTS OF AMERICA, INC

EXHIBIT 3

October 29, 2008

Daniel Holbrook
Director of Planning and Zoning
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

RE: P.U.D. Rezoning Amendment #3 Application
Outdoor Resorts at St. Lucie West, Inc.

Dear Mr. Holbrook:

This letter is submitted as the Letter of Unified Control. Outdoor Resorts at St. Lucie West, Inc. took title to the subject property, pursuant to the Warranty Deed recorded in O.R. Book 1247, Page 2302 – 2303, Public Records of St. Lucie County, Florida, copies of which are supplied separately with this application.

If you should need anything further regarding this rezoning, please contact me.

Sincerely,
OUTDOOR RESORTS AT ST. LUCIE WEST, INC.

Ronald W. Petty

Ronald W. Petty
President

THE ULTIMATE IN RECREATIONAL VEHICLE RESORTS
79687 Country Club Drive, Suite 201 • Bermuda Dunes, CA 92203 • 760-345-2046 • Fax 760-345-4096

Exhibit 3 - (continued)

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned, being the Secretary of RV RESORT AT ST. LUCIE WEST OWNER'S ASSOCIATION, a Florida nonprofit corporation (hereinafter referred to as the "Association"), hereby certifies that:

1. On October 30, 2008 a special meeting of the Board of Directors of the Association was held to discuss the P.U.D. Application for P.U.D. Rezoning Amendment #3 for Outdoor Resorts at St. Lucie West.

2. At the said meeting the following resolution was adopted:

"Whereas, the Association wishes to correct the text and exhibits of the P.U.D. for Outdoor Resorts at St. Lucie West in a manner which will clearly provide for accessory uses on individual lots, which uses, as a matter of custom, have long been in existence on lots owned by the members of the Association; and

Whereas, the Association believes it would be most efficient for Outdoor Resorts at St. Lucie West, Inc. to submit the application amending the P.U.D. and to conduct all negotiations with the City of Port St. Lucie regarding the same:

THEREFORE, BE IT RESOLVED, that the Association, on behalf of itself and its members, hereby consents to the P.U.D. Application for P.U.D. Rezoning Amendment #3 for Outdoor Resorts at St. Lucie West, and hereby authorizes Outdoor Resorts at St. Lucie West, Inc. to act as on its behalf with regard to the said application.

The undersigned has executed this Certificate and affixed the Association's corporate seal this 30 day of October, 2008.

RV RESORT AT ST. LUCIE WEST OWNER'S ASSOCIATION,
a Florida nonprofit corporation

(Corporate Seal)
seal

By: _____ secretary

Its Secretary

Notary Public State of Florida
Elizabeth A Reilly
My Commission DD778203
Expires 04/13/2012

Elizabeth A Reilly
Oct. 30, 2008

EXHIBIT 3A
Owners Association Letter of No Objection

September 2, 2016

Ms. Anne Cox, Assistant Director
City of Port St. Lucie Planning & Zoning Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34952

RE: Motorcoach Resort St. Lucie West PUD Amendment #4
Formerly known as Outdoor Resorts

Dear Ms. Cox:

On behalf of RV Resort at St. Lucie West Owners Association, Inc. (the "Association"), please accept this letter as your official notice that, at the present time, the Board of Directions of the Association (the "Board") has no objection to the submittal of an application for the proposed "Motorcoach Resort St. Lucie West PUD Amendment #4" which adds the "Coach House" as an accessory use; however, please be advised that the Board does not have the power or authority to permit the construction of Coach Houses in the Community governed by the Association (the "Community") without an affirmative vote of the members of the Association (the "Members"), as more particularly explained below.

The Declaration of Covenants, Conditions, Restrictions and Easements for Outdoor Resorts at St. Lucie West RV Resort recorded January 6, 1999, in Official Records Book 1195, Page 1646, of the Public Records of Saint Lucie County, Florida ("Declaration"), establishes the following restriction in Section 3.1.2: "The construction or maintenance of permanent structures on the Individual Units is prohibited."

The provisions of this Section 3.1.2 cannot be amended to permit Coach Houses, unless the Members approve an amendment to Section 3.1.2 of the Declaration. Therefore, notwithstanding this statement of no objection provided by the Board, this letter of no objection shall not in any manner estop the Association from prohibiting the construction of Coach Houses in any portion of the Community, unless and until an amendment to the Declaration permitting Coach Houses is approved by the Members pursuant to the terms of the Declaration.

Thank you for your time and attention to this matter. Should you have any questions, you may contact me by telephone at 256-683-1626 or by email at tomrkt@adtcom

Yours Truly,

RV Resort at St. Lucie West Owners Association, Inc.

By: [signature]

Print Name: Thomas Kmiec

Title: President

STATE OF ~~FLORIDA~~ Alabama
COUNTY OF Madison

The foregoing instrument was acknowledged before me this 6th day of September 2016 by Thomas Kmiec as President of RV Resort at St. Lucie West Owners Association, Inc., a Not For Profit Florida Corporation, on behalf of the corporation, who is [ ] personally known to me or [✓] has produced Driver License as identification.

[STAMP]
ELIZABETH DUNSON
NOTARY PUBLIC
ALABAMA STATE AT LARGE

Notary Public signature

Elizabeth Dunson
Printed name of Notary Public

My Commission Expires: My Commission Expires 07/25/2017

(14555.0000.0015)

EXHIBIT 4
General Standards for District Establishment

1. The area of ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West is 84.46 acres, which exceeds the 5-acre minimum establishment of a P.U.D. within the City of Port St. Lucie.

2. ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West P.U.D. is located on the west side of N.W. California Boulevard and north of N.W. Peacock Boulevard. St. Lucie West Boulevard is the major east-west arterial within the St. Lucie West Development. Main access to the property is along N.W. Peacock Boulevard to the gate house entrance. A secondary gated entrance is at N.W. California Boulevard. Access to the community will be controlled by a gate house facility at the N.W. Peacock Boulevard entrance.

3. Of the recreational areas, one will contain the main clubhouse facility with a pool and tennis courts. There will also be three satellite pool areas to better accommodate the owners along with a Par 3 golf course.

4. ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West P.U.D. is located within the St. Lucie West Development of Regional Impact. Stormwater management will be provided by an on-site lake system which will be part of the St. Lucie West Services District water management system, located in Basin 7B-N3. Water, Wastewater, and I.Q. Water will also be provided by St. Lucie West Services District. All utilities will be located underground.

5. The original physical characteristics of ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West P.U.D. can be described as approximately 84.46 acres of pine flatwoods. There are no existing wetlands within the neighborhood boundaries designated for impact or to be preserved as approved during the original permitting of St. Lucie West by S.F.W.M.D., D.R.I., and Army Corps of Engineers. There are however adjacent to the 84.46 acres, wetlands and upland buffers already dedicated to the St. Lucie West Services District. These areas will not be impacted, but have been enhanced. Additionally, 0.37 acres of the upland preserve adjacent to the maintenance area was cleared.

6. The construction or maintenance of permanent structures on the individual lots, except for the accessory uses referenced in Exhibit 5 is prohibited.

7. No lot shall be continually occupied as a full time or permanent residence.

8. This P.U.D. application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan.

9. A preserve area Management Plan ~~has been~~ was developed with the Phase One Construction.

10. No Coach House shall be occupied except in conjunction with the presence of the principal use of a Motor Coach.

EXHIBIT 5

~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West P.U.D.

Site Information

I. **TOTAL ACREAGE:** 84.46 Acres

Development Area

- Recreational Vehicle Sites 33.33
- Water Management 10.31
- Golf Course and Open Space 27.23
- Upland Preserve ~~1.47~~ 1.10
- Recreational Areas ~~3.69~~ 4.06
- Roads 8.43

II. **WETLANDS TO BE IMPACTED**

- Acreage 0.00 Acres

III. **DEVELOPMENT AREA**

- Current Developable Area 84.46 Acres

IV. **PROPOSED DENSITY**

~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West – Current Developable Area

- Approved 84.457 AC. x 5.94 D.U./A.C. = 502 Sites
- Proposed 84.457 AC. X 5.65 D.U./A.C. = 477 Sites

V. **PARKING REQUIRED**

- One (1) space per lot provided on the lot

VI. **MAXIMUM BUILDING HEIGHT**

- All proposed structures will not exceed the permitted height per code of 35 feet within the main recreation area and satellite pool areas. Accessory uses will have a maximum permitted height of 13 feet 6 inches.

VII. **MINIMUM BUILDING SETBACKS**

- ~~Outdoor Resorts at~~ MotorCoach Resort St. Lucie West - See Exhibits 9 and 9A

IX. **ACCESSORY USES**

1) Garden Structures, including gazebos, pergolas, separate roofed patios, arbors, tiki huts, and storage containers (Tiki Huts max. height of 13'6" max. area of 500 sf)

2) Outdoor fire places, kitchens, barbecue pits , grills and appurtenances

3) Entertainment centers for Outdoor enjoyment are intended to include those items found in a household for entertaining and may contain, but not limited to, Counters, Sinks, Dishwashers, Refrigerators, Trash Compactors, Bread Warmers, Stoves, Grills, Ovens, Microwave Ovens, Wine Coolers, Televisions, Stereos, Video Systems, Food Preparation and Services Areas, Washers and Dryers and the like, all intended to Enhance the Outdoor Living and Enjoyment of their Lot.

SITE INFORMATION CONTINUED:

4) Concrete, stone and wood driveways, patios, decks, and walks provided those structures do not extend beyond any side lot line or any rear/front lot line

5) Landscaping Planters, lighting and features of ponds, waterfalls and fountains.

6) Driveway posts and chain for security

7) Fences or screening walls with a maximum height of 36"

8) Permanent enclosed structures containing sitting areas, bedrooms, bathrooms, kitchens and any of the items described in items 1 through 5 above (max. area of 500 sf)

Note: For items in #1, #2, #3 and #8, minimum setbacks of 1' on the R/V side, 3' on the Coach House side, 0' on the rear and 10' on the front shall be utilized.

X. **PINE FLATWOODS** – Upland Preservation

There exists within the 84.457 acres, 84.457 acres of pine flatwoods, 21.114 acres of which needs to be preserved (25% of 84.457 acres). Of this 21.114 acres, ~~1.467~~ 1.10 has been preserved on site, **12.097** have been mitigated for by a monetary buy out, and the remaining **7.55** acres have been mitigated for by a monetary donation in accordance with City codes. This mitigation has been accomplished as clearing permits were applied for. The recent clearing of 0.37 acres adjacent to the maintenance facility is in the process of determination of proper mitigation.

XI. **UPLAND AND LITTORAL PLANTING**

Condition No. 23 was deleted from the Development by Resolution No. 05-R88. Littoral plantings will be similar in nature as to location and size but may be more linear and continuous in nature, however, they will comply with St. Lucie West development Order Condition No. 22. The exact location, size and type of plantings will be determined at the time of plat and detail plan submittal and approval.

XII. **LANDSCAPE BUFFER**

The landscape buffer areas are projected to be of native vegetation, transplanted during the clearing and construction process and supplemented by approved nursery plantings, where necessary.

~~Where possible, existing vegetation will remain and supplemented if necessary.~~
The landscape buffer at the northern boundary of Phase 3, including a six foot high concrete wall and an earthen berm, has been constructed.

EXHIBIT 6
Proposed Development Uses

~~OUTDOOR RESORTS AT~~ MOTORCOACH RESORT
ST. LUCIE WEST

The proposed uses of residential lots, recreation, water management, golf course, open space and upland preservation are in accordance with the intent in Sections 158.173 and 158.174 of the City of Port St. Lucie Zoning Ordinances, as current and published ~~dated August 11, 2008~~ and in effect at the time of the approval of this amendment. Exhibit 5 conveys the scope of work and permitted uses.

EXHIBIT 7
Legal Description

DESCRIPTION: ~~OUTDOOR RESORTS AT~~ MOTORCOACH RESORT
ST. LUCIE WEST (FKA OUTDOOR RESORTS AT ST. LUCIE WEST)

BEING ALL OF THE PLAT OF OUTDOOR RESORTS AT ST. LUCIE WEST PHASE ONE, ST. LUCIE WEST PLAT NO. 118, AS RECORDED IN PLAT BOOK 38, 38A TO 38I, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LESS ALL OF THE PLAT OF OUTDOOR RESORTS AT ST. LUCIE WEST PHASE TWO, ST. LUCIE WEST PLAT NO. 180 AS RECORDED IN PLAT BOOK 57 PAGES 35 – 38 PUBLIC RECORDS OF ST. LUCIE COUNTY FLORIDA, TOGETHER WITH ALL OF PLAT OF OUTDOOR RESORTS AT ST. LUCIE WEST PHASE TWO, ST. LUCIE WEST PLAT NO. 180 AS RECORDED IN PLAT BOOK 57 PAGES 35 – 38 PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING A TOTAL OF 84.457 ACRES MORE OR LESS.

EXHIBIT 8
P.U.D. Conceptual Plan

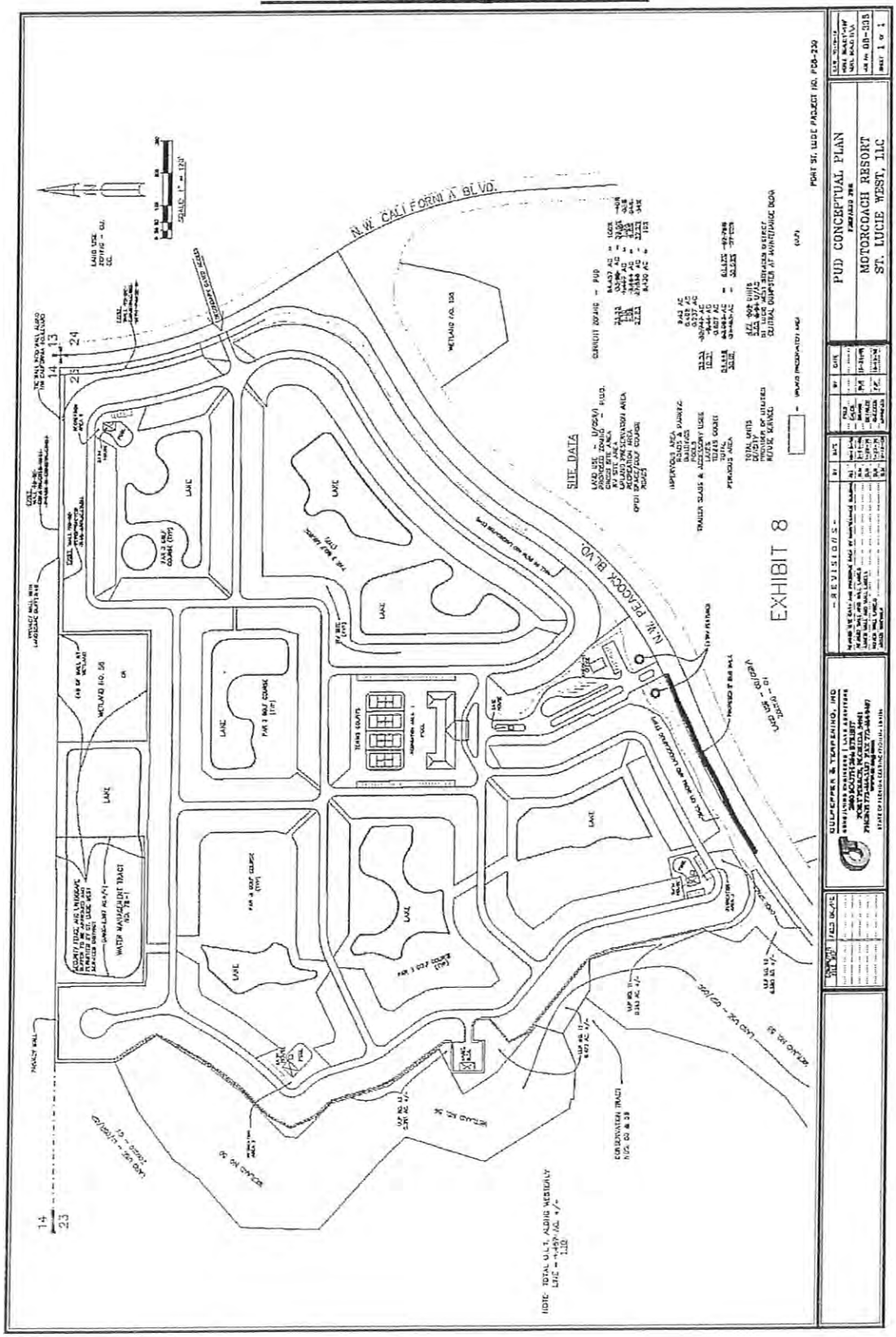


EXHIBIT 9

~~Outdoor Resorts @ St. Lucie West~~ Motor Coach Lot

Typical Setback: Graphically Illustrated

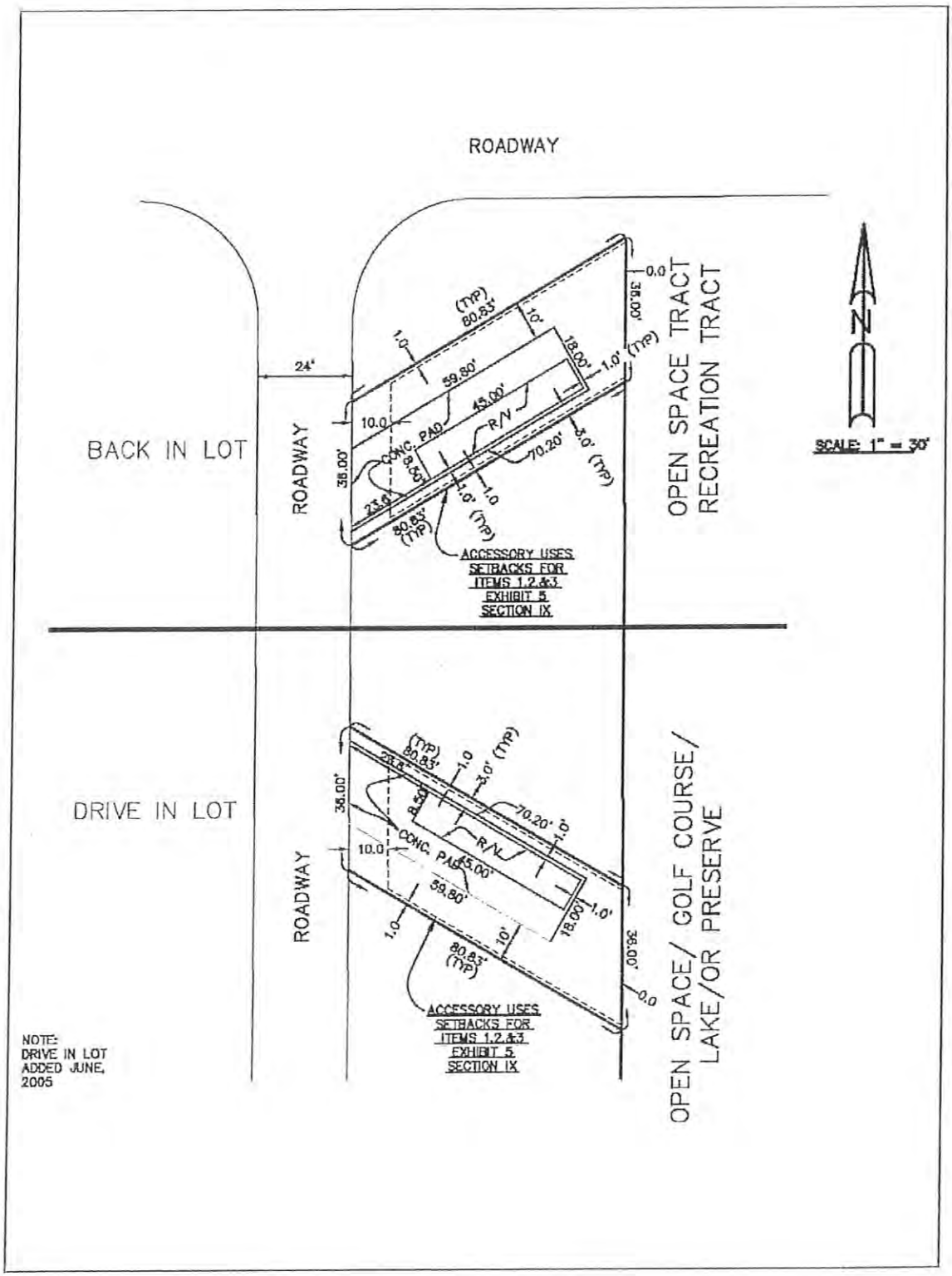


EXHIBIT 9A
Coach House Lot
Typical Setback: Graphically Illustrated

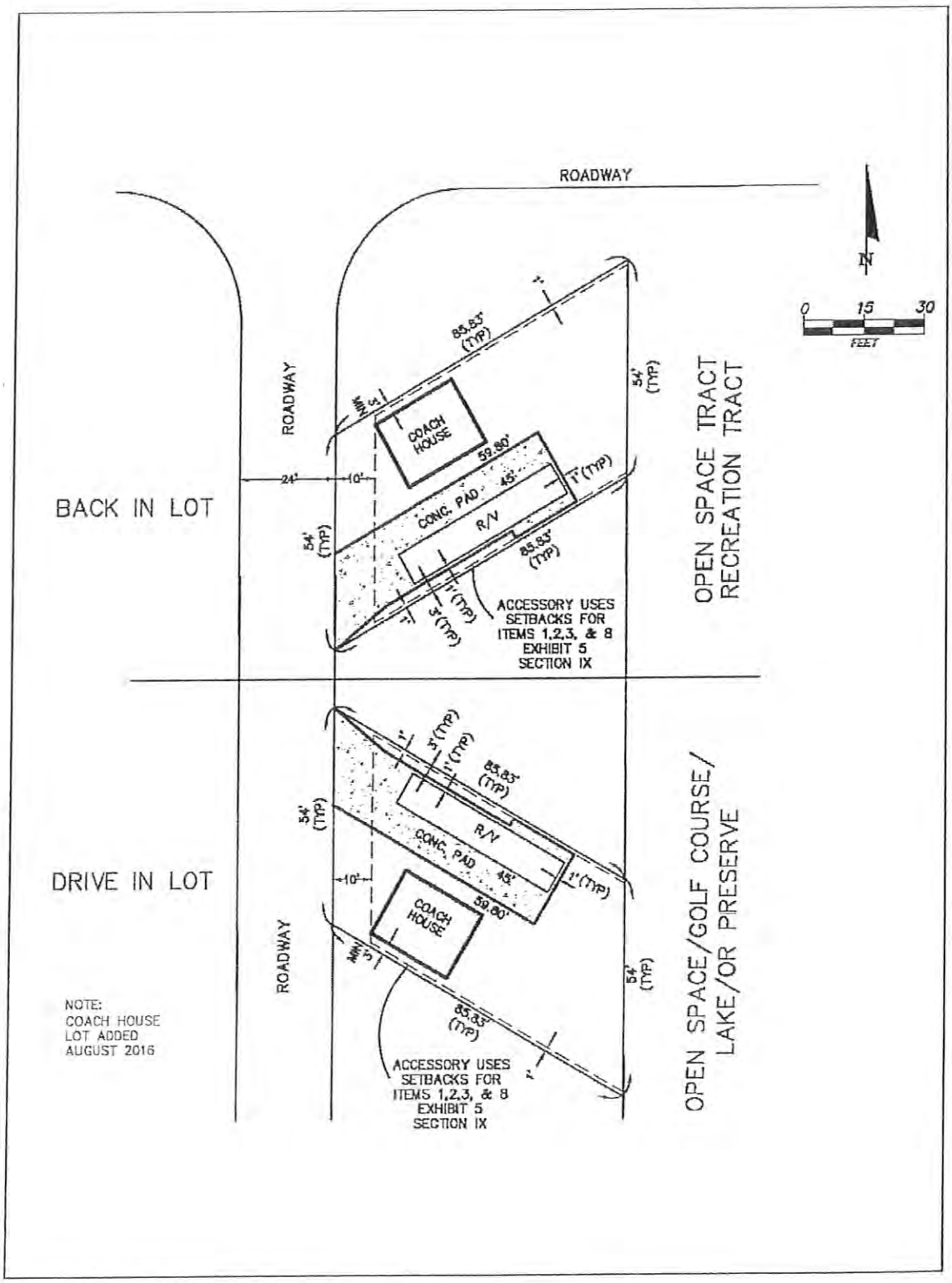


EXHIBIT 10
Binding P.U.D. Agreement

EXHIBIT 10

BINDING P.U.D. AGREEMENT

The property, as described on Exhibit "7", was previously under the unified control of Outdoor Resorts at St. Lucie West, Inc. who executed a P.U.D. agreement and proceeded to complete the proposed development of Phases One and Two of the Motorcoach Resort according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations and certain agreements, contracts, deed restrictions and sureties as were found acceptable to the City of Port St. Lucie for such development of Phases One and Two in accordance with the plan approved by the City.

The property, as described on Schedule "A" of this Exhibit 10, is now owned and controlled by the undersigned petitioner who, by express Assignment, is the Successor Developer of Motorcoach Resort replacing Outdoor Resorts at St. Lucie West, Inc. The undersigned petitioner proposes the completion of Phase Three of the project according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations and according to the P.U.D. agreement, as proposed for amendment. Those contracts, deed restrictions and the like pertaining to the prior Phase One and Phase Two are intended to be adopted for Phase Three. Phase Three, upon completion of construction, will be annexed into the control of the private property owners association heretofore established, that has assumed responsibility for continuing operation and maintenance of common areas, functions and facilities. Such responsibilities are not to be provided or maintained at public expense. The undersigned petitioner agrees to bind all of its successors in title hereafter to the commitments made in this paragraph.

IN WITNESS WHEREOF, the undersigned has set its hand and seal.

WITNESS:

Connie S. Moore

Printed Name: Connie S. Moore

Paula S. Vance

Printed Name: Paula S. Vance

MOTORCOACH RESORT ST. LUCIE WEST, LLC,
a Florida limited liability company

By Frank H. Fee III

FRANK H. FEE, III, its express Attorney-in-Fact pursuant to Power of Attorney attached as Schedule "B"

SCHEDULE "A"

A parcel of land being all of Water Management Tract No. 4, and a portion of Tract A as shown on the Plat of OUTDOOR RESORTS AT ST. LUCIE WEST-PHASE ONE, ST. LUCIE WEST PLAT NO. 118, recorded in Plat Book 38, Pages 38, 38A through 38I, Public Records of St. Lucie County, Florida and being more particularly described as follows:

Begin at the Southeast corner of Open Space Tract No. 5 as shown on The St. Lucie West Plat No. 118 and running North 00°13'48" West a distance of 175.11 feet to a point of curve to the left having a radius of 30.00 feet, a central angle of 05°13'27."; Thence Southwesterly along the arc a distance of 2.74 feet; Thence South 89°46'09" West a distance of 63.25 feet to a point of curve to the left having a radius of 45.00 feet, a central angle of 90°00'00"; Thence Northwesterly along the arc a distance of 70.69 feet; Thence North 00°13'51" West a distance of 14.60 feet to a point of curve to the right having a radius of 55.00 feet, a central angle of 90°00'00"; Thence Northeasterly along the arc a distance of 86.39 feet; Thence North 89°46'09" East, a distance of 53.25 feet to a point of curve to the right having a radius of 30.00 feet, a central angle of 05°23'34"; Thence Southeasterly along the arc a distance of 2.74 feet; Thence North 00°13'48" West a distance of 10.54 feet; Thence along the boundary of said Tract A the following 10 courses and distances:

1. North 89°46'12" East a distance of 126.77 feet to a point;

2. North 30°13'51" West a distance of 80.83 feet to a point;

3. North 48°43'32" West a distance of 36.22 feet to a point;

4. North 30°13'48" West a distance of 80.83 feet to a point;

5. South 89°46'12" West a distance of 19.40 feet to a point;

6. North 00°13'51" West a distance of 9.52 feet to a point;

7. North 89°46'09" East a distance of 332.00 feet to a point;

8. North 00°13'51" West a distance of 281.50 feet to a point;

9. North 89°46'09" East a distance of 821.95 feet to a point of non radial intersection with a curve, which point is the Northeast corner of the above mentioned Tract A and is located South 89°58'51" East from the radius point of the curve next described;

10. Southerly along a curve to the left of radius 1313.24 feet, central angle 19°31'32", an arc distance of 447.53 feet to a point of radial intersection with a line; thence South 70°29'37" West, departing the bounds of Tract A, along said radial line, a distance of 50.00 feet to a point; thence South 07°27'12" West a distance of 80.67 feet to a point; thence South 67°03'46" West a distance of 1.01 feet to a point of curvature; thence Westerly and Northwesterly along a curve to the right of radius 30.00 feet, central angle 91°42'55", an arc distance of 48.02 feet to a point of non radial intersection with a line, which point bears South 68°46'40" West from the radius point of the curve last above described; Thence South 31°43'41" West a distance of 26.82 feet to a point;

SCHEDULE "A"
(CONTINUED)

Thence North 52°19'57". West a distance of 34.61 feet to a point of non radial intersection with a curve, which point is located South 63°52'29" East from the radius point of the curve next described; Thence Southwesterly and Westerly along a curve to the right of radius 50.00 feet, central angle 63°38'38", an arc distance of 55.54 feet to a point of tangency; Thence South 89°46'09" West a distance of 631.35 feet to a point; Thence South 00°13'51" East a distance of 246.58 feet to a point of curvature; Thence Southwesterly and Westerly along a curve to the right of radius 30.00 feet, central angle 90°00'03", an arc distance of 47.12 feet to a point of tangency; Thence South 89°46'12" West a distance of 118.49 feet to a point; Thence North 00°13'48" West a distance of 70.00 feet to a point; Thence South 89°46'12" West a distance of 262.34 feet to the Point of Beginning.

SCHEDULE "B"

This Instrument Prepared by:
FRANK H. FEE, III, ESQUIRE
FEE & FEE, P.L.L.C.
426 Avenue A
Fort Pierce, Florida 34950
(772) 461-5020

SPECIAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that:

WITNESSETH;

WHEREAS, **MOTORCOACH RESORT ST. LUCIE WEST, LLC,** a Florida Limited Liability Company (**"MOTORCOACH"**) is the owner of future Phase Three located in the resort originally developed by **OUTDOOR RESORTS OF AMERICA** in Port St. Lucie (St. Lucie West), Florida (**"Resort"**);

WHEREAS, the future Phase Three property has been acquired from **OUTDOOR RESORTS OF AMERICA** and MOTORCOACH has acceded by assignment to the standing of successor developer of the Resort; and

WHEREAS, MOTORCOACH is planning to embark upon the development of future Phase Three of the Resort, and must apply for certain PUD amendments, and other permits and approvals of and from the City of Port St. Lucie, Florida; and

WHEREAS, **JOHN D. RICHARDSON, III** is authorized Member and Manager of MOTORCOACH, and is often not conveniently available at the Resort to conducts it development business;

NOW, THEREFORE, in consideration of the premises above set forth, MOTORCOACH does, by this Special Power of Attorney, hereby appoint **FRANK H. FEE, III, ESQUIRE** of **FEE & FEE, P.L.L.C.**, its Attorney-in-Fact for it, and in its name, to make, do and transact all and every kind of thing or business in respect of the development planning of future Phase Three of the Resort all in order to obtain PUD amendments, permits and approvals from the City of Port St. Lucie necessary and proper for the commencement of development, and for it and in its name and as its act and deed to sign, seal, execute and deliver all documents required for such purpose by the City of Port St. Lucie or other governmental agency having jurisdiction, including, but not limited to, applications, requests, plans, specifications, or such other instruments in writing of whatever kind or nature as may be necessary or proper in the premises, giving and granting to its attorney-in-fact, full power and authority to do and perform all and every act and thing whatsoever necessary and requisite to be done in and about development planning for Phase Three of the Resort made in the ordinary course of its Resort business, as fully and to all intents and purposes as it might or could do if personally present, through its non-resident Member or Manager, and it hereby ratifies and confirms all that its said attorney-in-fact shall lawfully do or cause to be done by virtue of these presents, as fully and to all intents and purposes as it might or could do if personally present, and it hereby ratifies and confirms all that its said attorney-in-fact shall lawfully do or cause to be done by virtue of these presents.

The attorney-in-fact appointed herein shall not be liable for any acts or decisions made by him in good faith under the terms of this Special Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 2 day of September, 2016.

Signed, Sealed and Delivered
in the Presence of:

Printed Name: CAROL A POWASKI

Printed Name: MARY B PEERTA

MOTORCOACH RESORT ST. LUCIE WEST, LLC, a Florida Limited Liability Company

By: _____ (SEAL)
John D. Richardson, III, Its Manager

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF BERKS

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this day of September 2nd, 2016, by **JOHN D. RICHARDSON, III,** as Manager of **MOTORCOACH RESORT ST. LUCIE WEST, LLC,** a Florida limited liability company, who is personally known to me or who provided PA DRIVER LICENSE as identification and who did not take an oath.

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Linda L. Rudloff, Notary Public
Sinking Spring Boro, Berks County
My Commission Expires April 16, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

LINDA L RUDLOFF, NOTARY PUBLIC
My Commission Expires: 04-16-2020
My Commission No.: 1142145

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By: _____
Deputy Clerk
Date SEP 07 2016

OUTDOOR RESORTS OF AMERICA INC

EXHIBIT 10

BINDING P.U.D. AGREEMENT

The property, as described on Exhibit "7", was previously under the unified control of the undersigned petitioner who (1) proceeded with the proposed development according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations; and (2) provided such agreements, contracts, deed restrictions and sureties as were found acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. A private property owners association was established, and it has assumed responsibility for continuing operations and maintenance of common areas, functions, and facilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title hereafter to the commitments herein in this paragraph made.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 29th day of October, 2008.

WITNESS: OUTDOOR RESORTS AT ST. LUCIE WEST, INC.

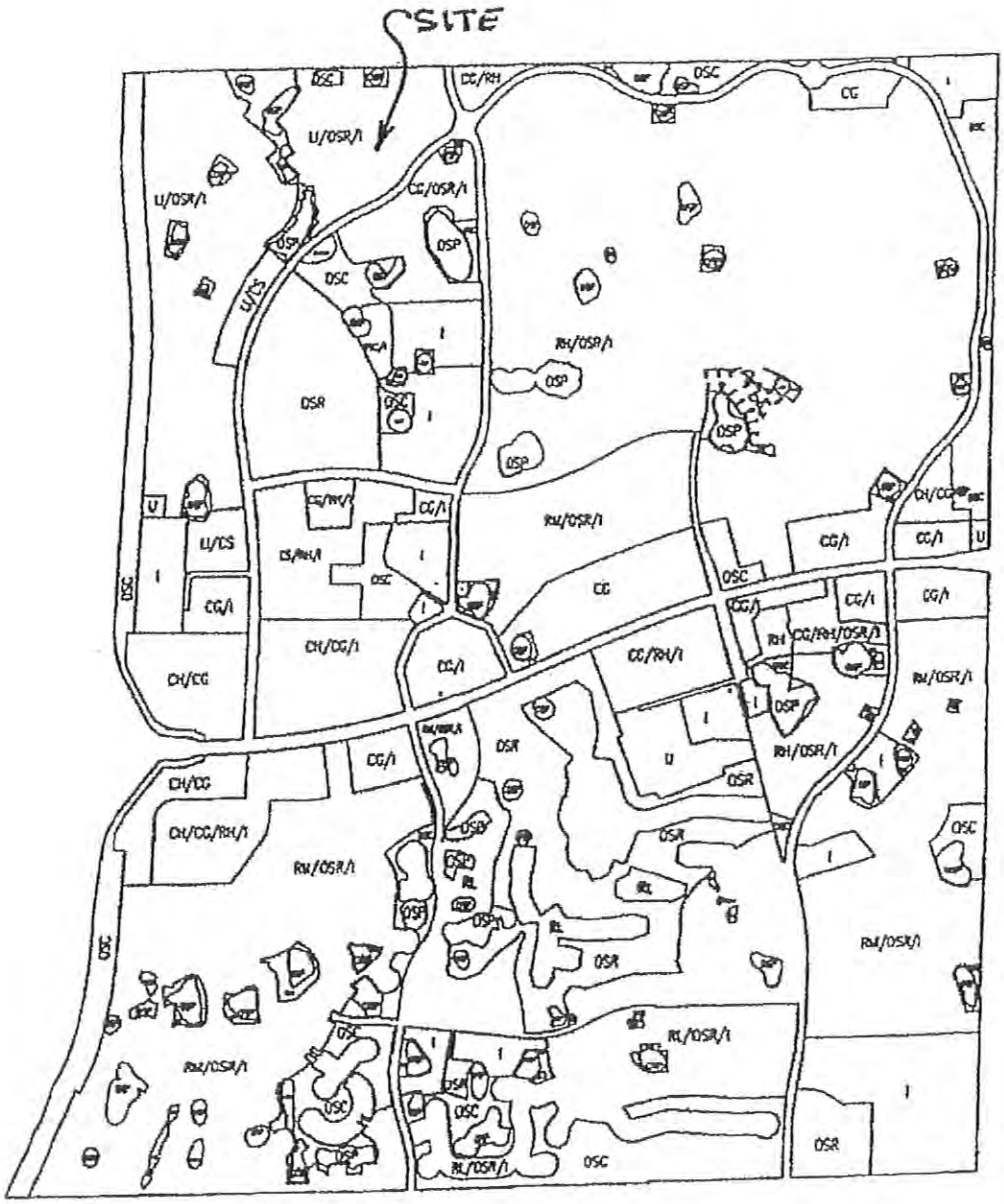
BY: Gabriel Umbenhauer BY: Ronald W. Petty

BY: [illegible]

(CORPORATE SEAL)

THE ULTIMATE IN RECREATIONAL VEHICLE RESORTS
79687 Country Club Drive, Suite 201 • Bermuda Dunes, CA 92203 • 760-345-2046 • Fax 760-345-4096

EXHIBIT 11
Future Land Use/Existing Zoning



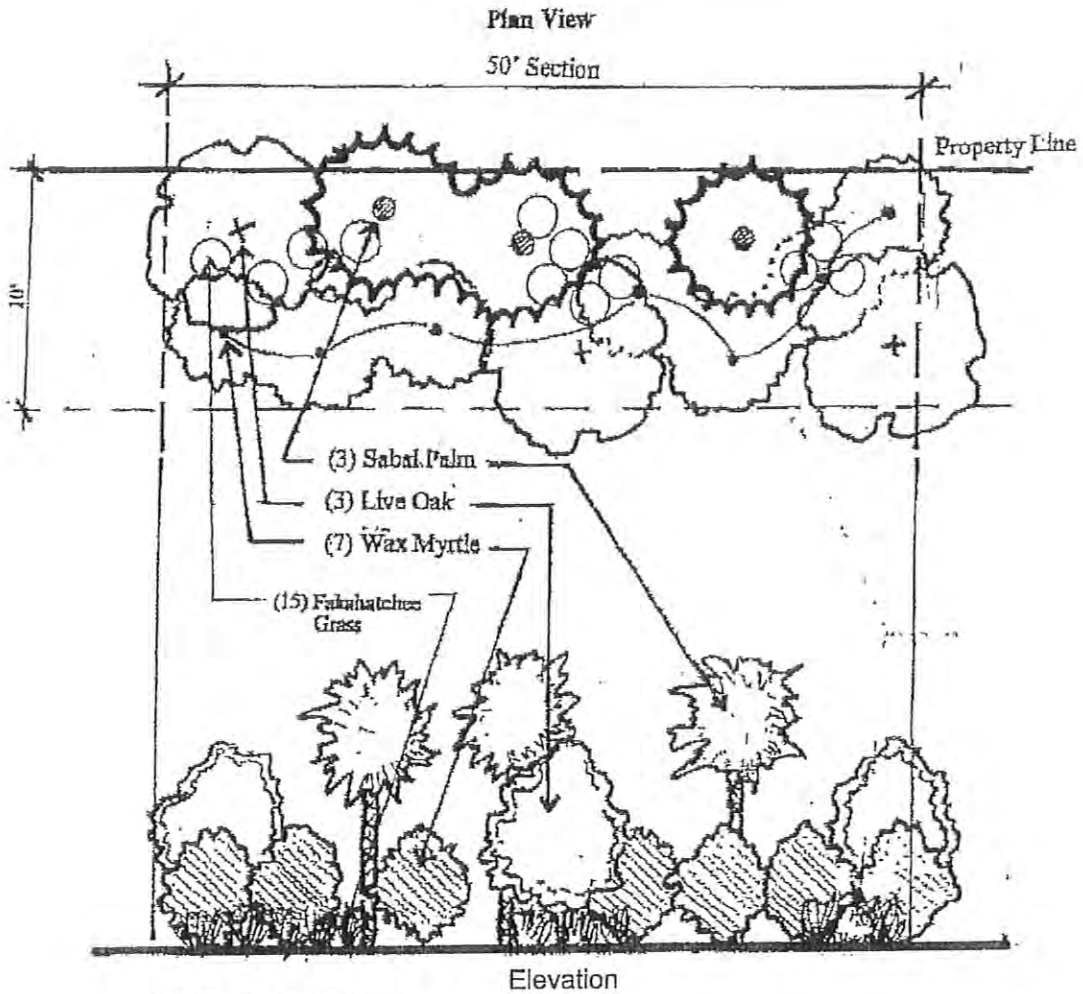
PLANNING AREA 8
FUTURE LAND USE MAP

RI	Low Density Residential	LI	Light Industrial
RM	Medium Density Residential	I	Industrial
RH	High Desity Residential	U	Utility
CG	Commercial General	OSR	Open Space Recreation
CS	Commercial Service	OSC	Open Space Conservation
CH	Commercial Highway	OSP	Open Space Preservation

0 2000 4000

MASTER DEVELOPMENT PLAN

EXHIBIT 12A
Typical Native Landscape Buffer



Buffer Plant List:

Qnty.	COMMON NAME	*BOTANICAL NAME*	Specification
3	LIVE OAK	*Quercus virginiana*	12'-14' ht. x 6' sprd., FG.
3	SABAL PALM	*Sabal palmetto*	12'-14' CT., FG.
7	WAX MYRTLE	*merica cerifera*	6'-8' ht. x 4' sprd., FG.
15	FAKAHATCHEE GRASS	*Tripsacum dactyloides*	Full 3 gal.

NOTES:
* Irrigation will be provided until material is established (approx. 4-6 weeks)
* Quantities and specifications may be adjusted based on existing vegetation being required where possible.

Outdoor Resorts at St. Lucie West (PUD)
Typical Native Landscape Buffer
Scale 1" = 10'

Lucido & Associates, P.A.
Land Planning / Landscape Architecture

EXHIBIT 12D
Littoral Shelf Planting

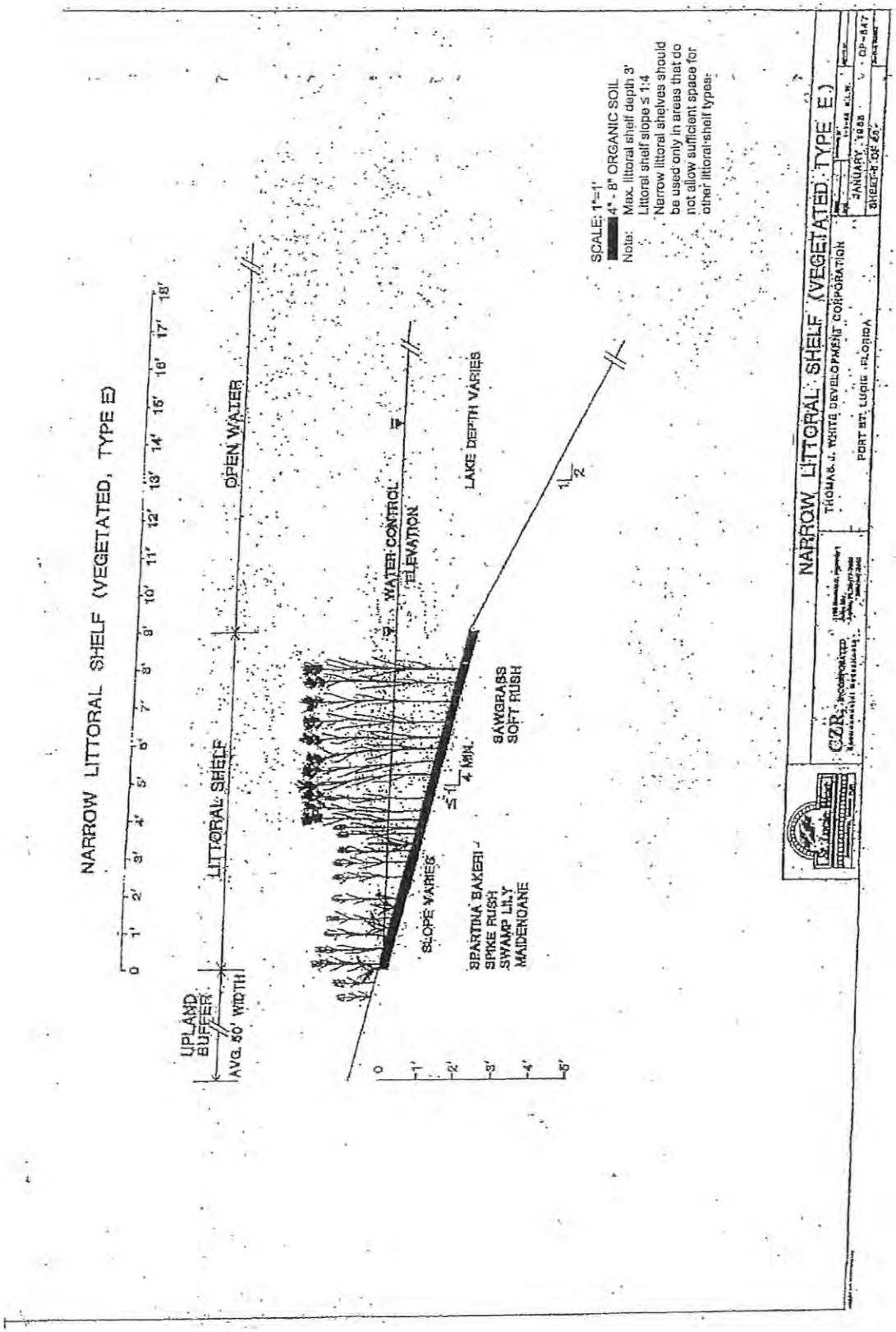
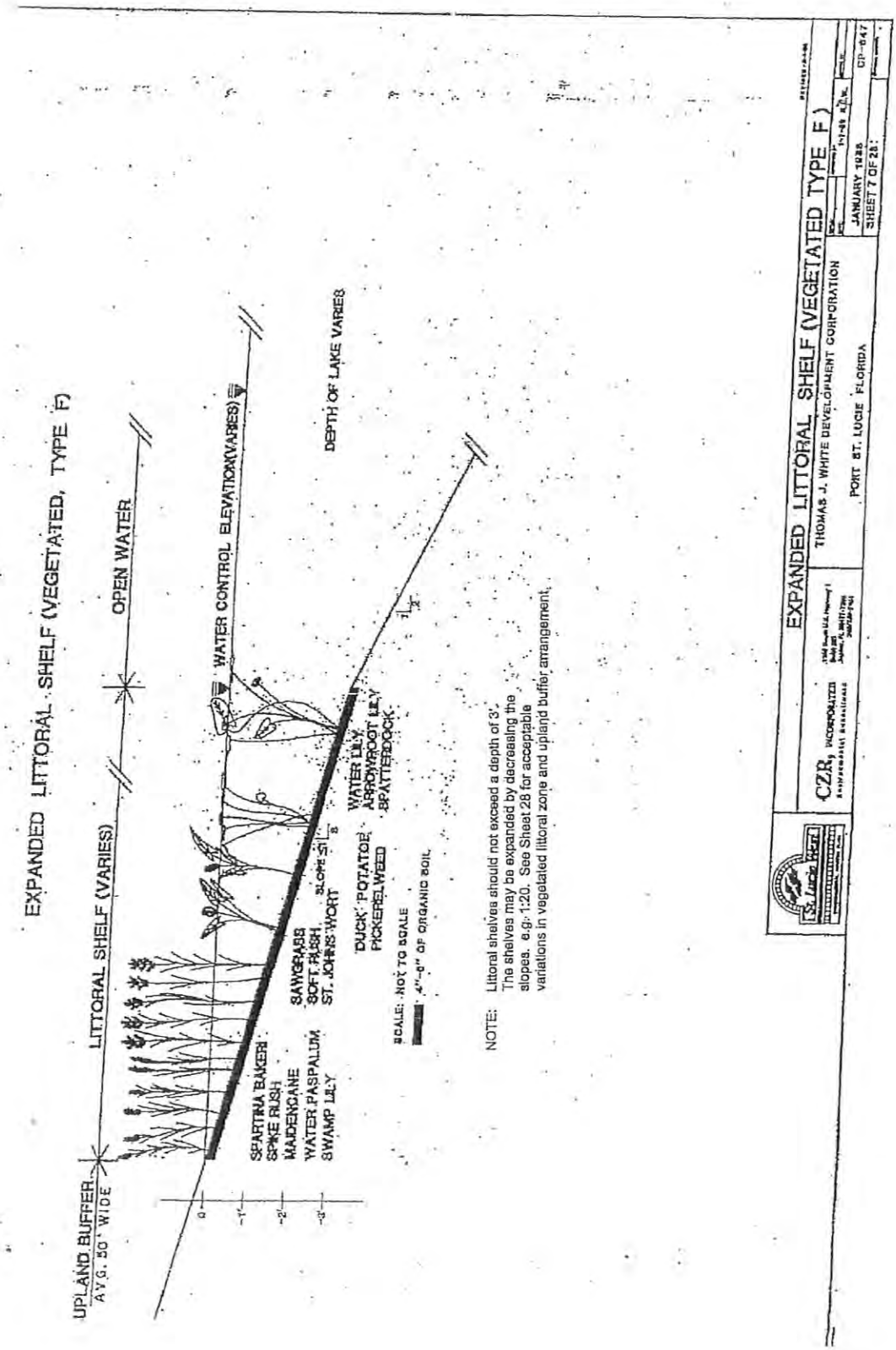


EXHIBIT 12E
Littoral Shelf Planting



Daniel Robinson

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, October 25, 2016 5:17 PM
To: Daniel Robinson
Cc: Patti Tobin
Subject: RE: P16-160 & P16-168 Ordinances

No changes. Approved.
Thanks.

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |334
www.nasonyeager.com

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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: Daniel Robinson [mailto:DRobinson@cityofpsl.com]
Sent: Monday, October 24, 2016 10:50 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>
Subject: P16-160 & P16-168 Ordinances

Mr. Mullin,

Please review the ordinances for the above mentioned projects. These project will go to Planning & Zoning Board on November 1, 2016. Please send an approval statement or comments by email no later than November 8, 2016.

Thank you,

Daniel Robinson
City of PSL
Planner
Planning & Zoning Department
(772)344-4216
DRobinson@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10I
Meeting Dates: **11/28/16 &**
Quasi-judicial Hearing on 12/12/16

TO:	Mayor and City Council	
THRU:	Patricia Roebling, Interim City Manager	
FROM:	Patricia A. Tobin, AICP, Director of Planning and Zoning	
Agenda Item:	Ordinance: (P16-168)	Rezoning Application for Jose & Lisa Vides
		16-90
Submittal Date:	11/17/2016	

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

BACKGROUND: The proposed request seeks to rezone two lots from RS-2 (Single Family Residential) to CS (Service Commercial). The intended use is for a construction business. This is consistent with the Comprehensive Plan and will allow for commercial development of the site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Thomas Mullin on 10/25/16.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their November 1, 2016 meeting.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATES: 11/28/2016 and 12/5/2016

LOCATION OF PROJECT: Property is located west of SW Biltmore Street, east of SW South Macedo Boulevard, south of SW Swan Avenue, and north of SW Lakehurst Drive.

ATTACHMENTS: Ordinance, staff report, maps, and application.

PT/DR

RECEIVED
NOV 15 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 10I
DATE 11/28/16

AN ORDINANCE TO REZONE 0.46 ACRES OF PROPERTY LOCATED WEST OF SW BILTMORE STREET, EAST OF SW SOUTH MACEDO BOULEVARD, SOUTH OF SW SWAN AVE., AND NORTH OF SW LAKEHURST DRIVE FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS JOSE & LISA VIDES (16-168); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jose & Lisa Vides, hereinafter referred to as the Applicant, seeks to rezone 0.46 acres of property located west of SW Biltmore Street, east of SW South Macedo Boulevard, south of SW Swan Ave., and north of SW Lakehurst Drive within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CS (Service Commercial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on November 1, 2016, to consider the rezoning application (P16-168), notice of said hearing to adjoining property owners for a radius of seven-hundred and fifty (750) feet having been given and advertising of public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 12th day of December, 2016, to consider the rezoning application (P16-168), advertising of the public hearing having been made; and

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

Section 1: That the property described as Port St. Lucie Section 28, Block 74, Lots 33 and 34, be rezoned from the Zoning Classification of RS-2 (Single Family Residential) to CS (Service Commercial).

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

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

CITY OF PORT ST. LUCIE, FLORIDA

BY:_____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

BY:_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **DANIEL ROBINSON, PLANNER**

RE: **JOSE & LISA VIDES**
REZONING APPLICATION
PROJECT NO P16-168
QUASI-JUDICIAL HEARING

DATE: **OCTOBER 18, 2016**

OWNERS: Jose & Lisa Vides

LOCATION: Property is located west of SW Biltmore Street, east of SW South Macedo Boulevard, south of SW Swan Ave, and north of SW Lakehurst Drive.

LEGAL DESCRIPTION: Port St Lucie Section 28, Block 74, Lots 33 and 34

SIZE: 0.46 acres

EXISTING ZONING: RS-2 (Single-Family Residential) Zoning District

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	LI	CS	Existing warehouse building
S	LI	CS	Existing warehouse parking lot
E	LI	CG	Commercial Building and storage yard
W	LI	CS	Vacant lots

REQUESTED ZONING: CS (Service Commercial) Zoning District.

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

PROPOSED USE: Construction business.

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan. The subject application is supported and justified by Objective 1.1.4: Future growth, development and redevelopment shall be directed to appropriate areas as depicted on the Future Land Use Map.; and Policy 1.1.4.13: CS (Service Commercial) zoning is compatible with LI/CS (Light Industrial/Service Commercial) land use.

Compliance with Conversion Area Requirements:
Planning Area location per conversion manual: 20A
The property is totally within planning area: Yes
Minimum Frontage: Yes
Minimum Depth: Yes
Does the request isolate lots: No
Has a Unity of Title been submitted: Yes
Buffer required: No

Sewer/Water Service: The City of Port St. Lucie's Utilities is the provider of water and sewer. Service to the site is available.

Environmental: Applicant is required to remove any exotic vegetation on the property. A tree survey will be required. All protected trees over 12" DBH will be required to be mitigated for and a gopher tortoise burrow survey will be required prior to clearing.

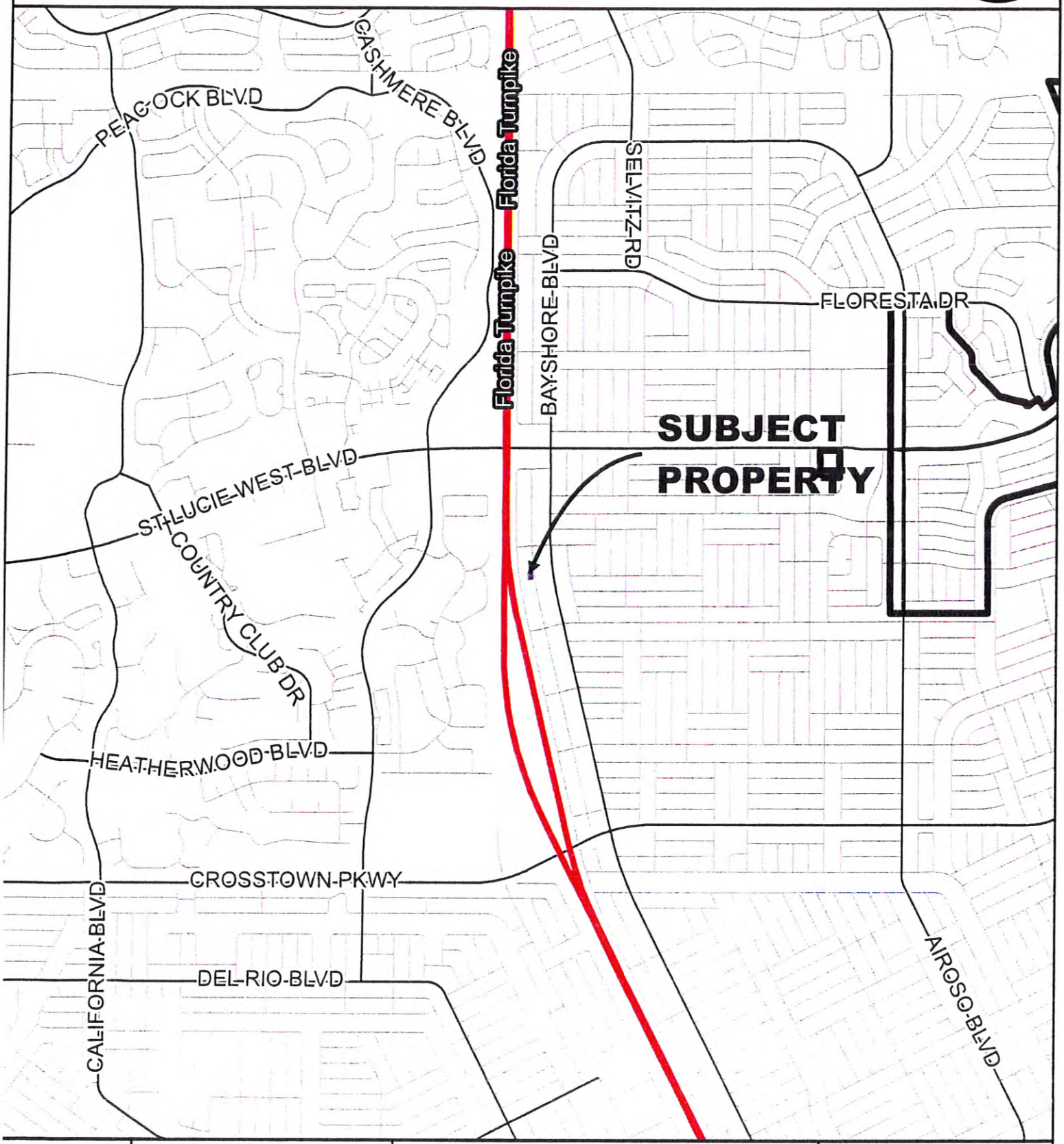
School Concurrency: N/A

STAFF RECOMMENDATION:

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

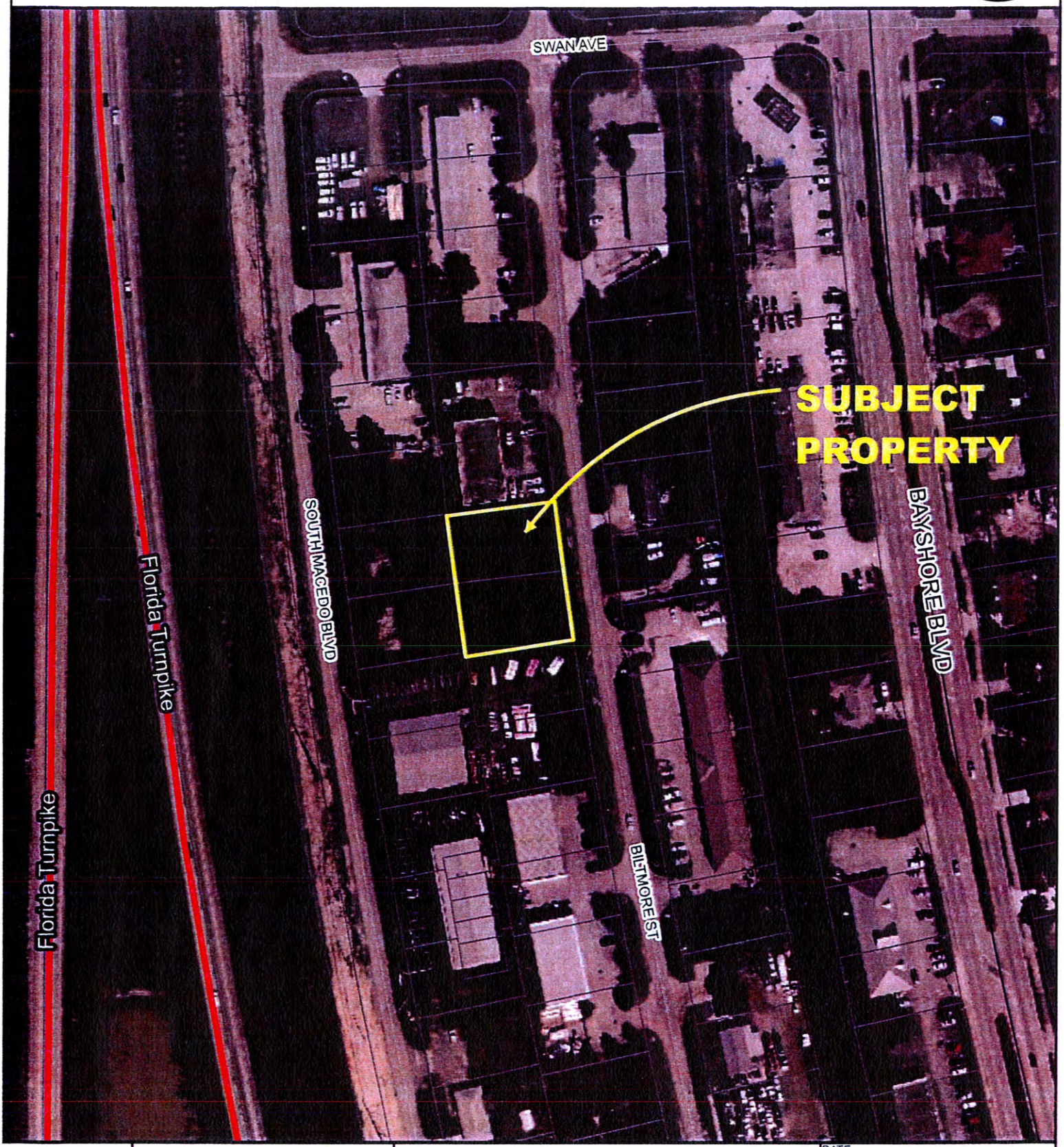
Planning and Zoning Board's Action Options
- Motion to recommend approval
- Motion to recommend denial

GENERAL LOCATION



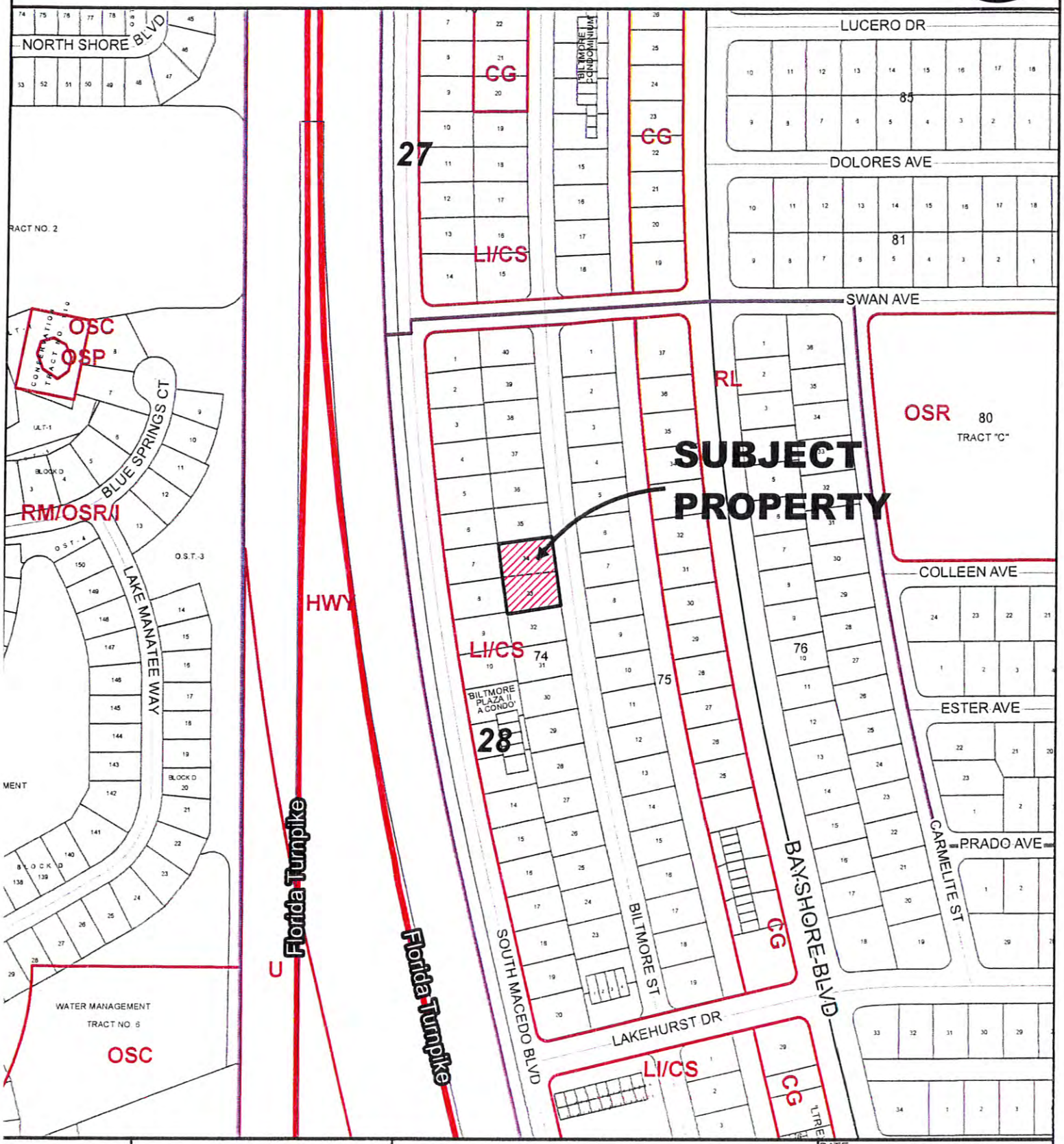
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING JOSE & LISA VIDES SECTION 28, BLOCK 74, LOTS 33 & 34	DATE: 10/12/2016 APPLICATION NUMBER: P16-168 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



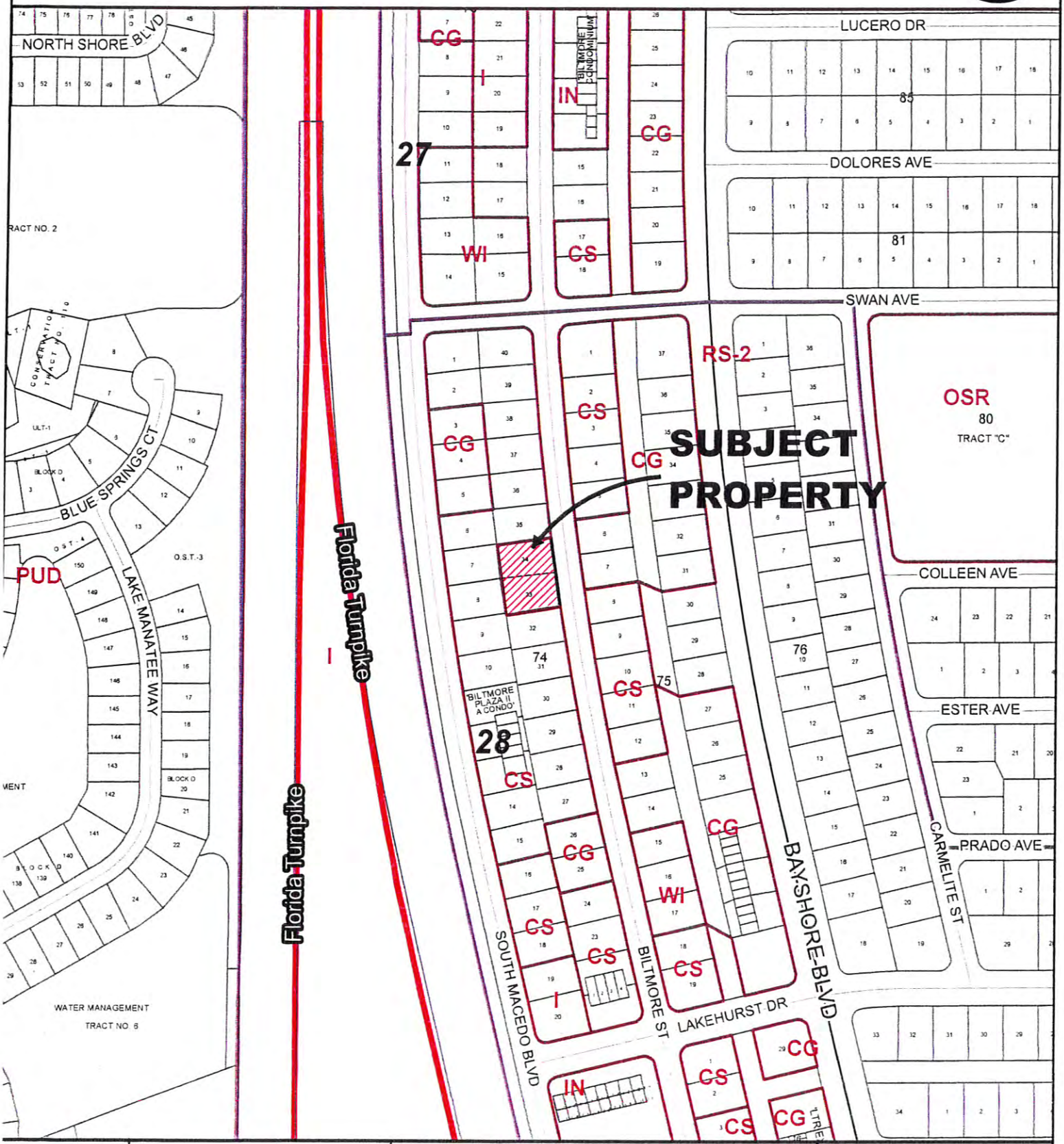
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING JOSE & LISA VIDES SECTION 28, BLOCK 74, LOTS 33 & 34 AERIAL DATE 2014	DATE: 10/12/2016 APPLICATION NUMBER: P16-168 USER: patricias SCALE: 1 in = 150 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING JOSE & LISA VIDES SECTION 28, BLOCK 74, LOTS 33 & 34	DATE: 10/12/2016 APPLICATION NUMBER: P16-168 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING JOSE & LISA VIDES SECTION 28, BLOCK 74, LOTS 33 & 34	DATE: 10/12/2016 APPLICATION NUMBER: P16-168 USER: patricias SCALE: 1 in = 300 ft	

2133.40

REZONING APPLICATION

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

RECEIVED
SEP 20 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

FOR OFFICE USE ONLY

Planning Dept. P16-168
Fee (Nonrefundable)$ 2,133.40
Receipt # 113463

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

PRIMARY CONTACT EMAIL ADDRESS: Josbconcreteperfection@hotmail.com

PROPERTY OWNER:

Name: Jose and Lisa Vides

Address: 383 SW North Shore Blvd PSL FL 34986

Telephone No.: 772 812 5066 FAX No.: None

AGENT OF OWNER (if any)

Name: None

Address:

Telephone No.: FAX No:

PROPERTY INFORMATION

Legal Description: Lot 34 Port St Lucie -Section 28- Blk 74 - Lot 34 Lot 33 Port St Lucie -Section 28-Blk 74 Lot 33
(Include Plat Book and Page)

Parcel I.D. Number: Lot 33 3420-635-0033-000-9 Lot 34 3420-635-0034-000-6

Current Zoning: ~~Residential~~ RS2

Proposed Zoning: ~~Commercial~~ CS

Future Land Use Designation: L Acreage of Property: .23 / .23

Reason for Rezoning Request: Business use for construction

*Signature of Owner | Jose & Lisa Vides Hand Print Name | Date

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

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

FILE # 4203380 OR BOOK 38P^ PAGE 974, Recorded 06/22/2^'6 at 12:35 PM
Doc Tax: $262.50

Prepared by and return to:
Timothy K. Anderson
Attorney at Law
Law Offices of Timothy K. Anderson
480 Maplewood Drive Suite 5
Jupiter, FL 33458
561-744-8255
File Number: **16-2797.01**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **20th** day of **June, 2016** between **Jeffrey L. Hartdorn** whose post office address is **48 Richmond Drive, New Smyrna, FL 32169**, grantor, and **Jose Alonso Vides Sierra and Lisa Karen Vides, husband and wife** whose post office address is **383 SW North Shore Blvd., Port Saint Lucie, FL 34986**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

> **Lot 33, Block 74, PORT ST. LUCIE SECTION TWENTY EIGHT, according to the Plat thereof, as recorded in Plat Book 14, Page 7, Public Records of St. Lucie County, Florida.**
>
> **Parcel Identification Number: 3420-635-0033-000/9**
>
> **Grantor hereby warrants that the subject property is vacant land.**
>
> **Grantor also warrants that at the time of this conveyance, the subject property is not the Grantor's homestead within the meaning set forth in the constitution of the State of Florida, nor is it contiguous to or a part of the homestead property. Grantor's residence and homestead address is: 48 Richmond Drive, New Smyrma, Florida 32169.**
>
> **Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**.

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

Signed, sealed and delivered in our presence:

Witness Name: Lynne Bohannon

Witness Name: Ralph Brown

Jeffrey L. Hartdorn (Seal)

State of Florida
County of Volusia

The foregoing instrument was acknowledged before me this 17th day of June, 2016 by Jeffrey L. Hartdorn, who [ ] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

LYNNE A BOHANNON
MY COMMISSION EXPIRES
APRIL 23, 2020
FF 971458
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: Lynne Bohannon

My Commission Expires: April 23, 2020

FILE # 4203379 OR BOOK 38[illegible] PAGE 972, Recorded 06/22/2016 at 12:35 PM
Doc Tax: $262.50

Prepared by and return to:
Timothy K. Anderson
Attorney at Law
Law Offices of Timothy K. Anderson
480 Maplewood Drive Suite 5
Jupiter, FL 33458
561-744-8255
File Number: **16-2798.01**
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this **20th** day of **June, 2016** between **H & B Holdings of the Palm Beaches, Inc., a Florida corporation** whose post office address is **P.O. Box 8293, Jupiter, FL 33468**, grantor, and **Jose Alonso Vides Sierra and Lisa Karen Vides, husband and wife** whose post office address is **383 SW North Shore Blvd., Port Saint Lucie, FL 34986**, grantee:

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

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Saint Lucie County, Florida** to-wit:

> **Lot 34, Block 74, PORT ST. LUCIE SECTION TWENTY EIGHT, according to the Plat thereof, as recorded in Plat Book 14, Page 7, Public Records of St. Lucie County, Florida.**
>
> **Parcel Identification Number: 3420-635-0034-000/6**
>
> **Grantor hereby warrants that the subject property is vacant land.**
>
> **Subject to taxes for 2016 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2015**.

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

Signed, sealed and delivered in our presence:

H & B Holdings of the Palm Beaches, Inc., a Florida corporation

By: _____
Michael Hitt, President

Witness Name: Lorraine Hinkle

Witness Name: BRENT SCHHINGTON

(Corporate Seal)

State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this 20th day of June, 2016 by Michael Hitt, President of H & B Holdings of the Palm Beaches, Inc., a Florida corporation, on behalf of the corporation. He [ ] is personally known to me or [X] has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name:

My Commission Expires:

BRENT E. CARRINGTON
MY COMMISSION # FF 065356
EXPIRES: October 19, 2017
Bonded Thru Notary Public Underwriters

Daniel Robinson

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, October 25, 2016 5:17 PM
To: Daniel Robinson
Cc: Patti Tobin
Subject: RE: P16-160 & P16-168 Ordinances

No changes. Approved.
Thanks.

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |334
www.nasonyeager.com

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please notify us immediately by telephone (collect) and return the original message to us at the above address via the U.S. Postal Service. We will reimburse you for postage and/or telephone expenses.

Think Green! Please do not print this e-mail unless absolutely necessary.

From: Daniel Robinson [mailto:DRobinson@cityofpsl.com]
Sent: Monday, October 24, 2016 10:50 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Cc: Patti Tobin <PTobin@cityofpsl.com>
Subject: P16-160 & P16-168 Ordinances

Mr. Mullin,

Please review the ordinances for the above mentioned projects. These project will go to Planning & Zoning Board on November 1, 2016. Please send an approval statement or comments by email no later than November 8, 2016.

Thank you,

Daniel Robinson
City of PSL
Planner
Planning & Zoning Department
(772)344-4216
DRobinson@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10J
Meeting Date: **November 28, 2016**
and Quasi-Judicial Hearing on:
December 12, 2016

TO:	Mayor and City Council
THRU:	Patricia Roebling, P.E., Interim City Manager
FROM:	Patricia A. Tobin, AICP, Director Planning and Zoning
Agenda Item:	Ordinance: George Callas Holdings – Small Scale Comprehensive Plan Amendment (P16-170)
Submittal Date:	11/14/2016

1691

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

BACKGROUND: This is a small scale comprehensive plan amendment application to change the future land use of 1.78 acres from Highway Commercial (CH) to CS (Service Commercial).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 8, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041 (3) (a), "...shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this small scale comprehensive plan amendment on November 1, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: The property is located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 6 2017
CITY MANAGER'S OFFICE

ORDINANCE 16-91

AN ORDINANCE OF THE CITY OF PORT ST. LUCIE, FLORIDA, AMENDING THE COMPREHENSIVE PLAN OF THE CITY OF PORT ST. LUCIE TO INCLUDE A SMALL SCALE AMENDMENT TO THE FUTURE LAND USE MAP FOR GEORGE CALLAS HOLDINGS (P16-170) TO CHANGE THE FUTURE LAND USE DESIGNATION CH (HIGHWAY COMMERCIAL) TO CS (SERVICE COMMERCIAL) FOR A PARCEL LEGALLY DESCRIBED AS PORT ST. LUCIE SECTION 31, BLOCK 1711, LOTS 1-4, AND BLOCK 1712, LOTS 1-4, AND LOCATED ON THE SOUTH SIDE OF GATLIN BOULEVARD, BETWEEN EDGARCE STREET AND FONDURA ROAD; PROVIDING THE INVALIDITY OF ANY PORTION SHALL NOT AFFECT THE REMAINING PORTION OF THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida, has adopted a comprehensive plan known as the City of Port St. Lucie Comprehensive Plan adopted by Ordinance 97-50, as subsequently amended; and

WHEREAS, pursuant to Subsection 163.3187(1), Florida Statutes, the proposed amendment constitutes a City of Port St. Lucie permitted small scale amendment to the City of Port St. Lucie Comprehensive Plan; and

WHEREAS, the City of Port St. Lucie has received an application from George Callas (P16-170) for property legally described as Port St. Lucie Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4, and located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road, for a small scale amendment to change the Future Land Use Map of the City of Port St. Lucie Comprehensive Plan, in accordance with Section 163.3187 (1) (c), Florida Statutes, to change approximately 1.78 acres from the future land use designation of CH (Highway Commercial) to the future land use designation of CS (Service Commercial); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board having been duly designated as the local planning agency pursuant to Section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment (P16-170) to the Comprehensive Plan and submitted its recommendations thereon to the City Council; and

WHEREAS, the City Council held a public hearing on December 12, 2016 to consider the proposed small scale amendment, advertising of the public hearing having been made; and;

WHEREAS, having considered the recommendations of the Planning and Zoning Board, The Port St. Lucie City Council desires to hereby formally adopt this amendment (P16-170) to the City's Comprehensive Plan as a Small Scale Amendment in accordance with Section 163.3187, Florida Statutes.

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

Section 1. The Comprehensive Plan of the City of Port St. Lucie is hereby amended in the following respect:

(a) The Future Land Use Map is hereby amended to designate approximately 1.78 acres of land legally described as Port St. Lucie Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4, and located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road, by changing the future land use designation from CH (Highway Commercial) to the future land use designation of CS (Service Commercial) with the following condition:

- That the development on Gatlin shall abide by the Building Design Standards for Commercial Limited (CL), Commercial General (CG), Commercial Highway (CH), Residential-Office-Institutional (ROI), and Institutional (I), as outlined in the Citywide Design Standards.

Section 2. The provisions of the Ordinance are severable and, if any section, sentence, clause or phrase is for one reason held to be unconstitutional, invalid or ineffective, this holding shall not affect the validity of the remaining portions of this Ordinance, it being expressly declared to be the City Council's intent that it would have passed the valid portions of this Ordinance without inclusion of any invalid portion or portions.

Section 3. The effective date of this plan amendment shall be thirty-one (31) days after the adoption, pursuant to Section 163.3187(3) (c), Florida Statutes. No development orders, development permits, or land uses dependent on this amendment may be issued or commence before it has become effective.

ORDINANCE 16-91

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:

_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **JOHN FINIZIO, PLANNER** J.F

RE: **GEORGE CALLAS HOLDINGS**
COMPREHENSIVE PLAN AMENDMENT APPLICATION – SMALL SCALE
PROJECT NO. P16-170

DATE: **OCTOBER 13, 2016**

PROPOSED PROJECT: This is a small scale comprehensive plan amendment application to change the future land use of 1.78 acres from Highway Commercial (CH) to CS (Service Commercial).

APPLICANT: Bradley J. Currie, Engineering Design & Construction, Inc. The authorization letter is attached to the staff report.

OWNER: George Callas Holdings, LLC.

LOCATION: The property is located on the south side of Gatlin Boulevard, between Edgarce Street and Fondura Road.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1711, Lots 1-4, and Block 1712, Lots 1-4.

SIZE: Approximately 1.78 acres.

EXISTING ZONING: RS-2 (Single Family Residential).

EXISTING USE: Vacant.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	CH	CH	Existing commercial
S	CS	RS-2	Vacant lots
E	CG & CS	PUD & CS	Vacant lots
W	CG & CH	CG & CH	Existing storage facility

EXISTING LAND USE DESIGNATION: CH (Highway Commercial).

REQUESTED LAND USE DESIGNATION: CS (Service Commercial).

IMPACTS AND FINDINGS:

Sewer/Water Service: The City of Port St. Lucie Utilities Service Department will provide water and sewer service to this development. A comparison of the potable water and wastewater demand for the existing land use is as follows:

Water Calculations for existing land use (CH)					
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
CH	31,015	125	**3,877**	**106.25**	**3,295**

Potable water and wastewater demand for the proposed land is as follows:

Water Calculations for proposed land use (CS)					
Land Use	**Area (sf)**	**Potable Water Rate (gpd/1000 sf)**	**Projected Water (gpd)**	**Wastewater Rate (gpd/1,000 sf)**	**Projected Wastewater (gpd)**
CS	31,015	150	**4,652**	**127.5**	**3,954**

The Service Commercial Land Use Designation is adding an industrial element to the permitted uses. With the introduction of this industrial component, there will be an increase in the water demand for this land use amendment. The proposed land use will have a water demand of 4,652 gpd, with a total wastewater generation of 3,954 gpd, which is a little less than a 20% increase from the existing water usage.

Land Use	Water (gpd)	Wastewater (gpd)
Existing (CH)	3,877	3,295
Proposed (CS)	4,652	3,954
Difference	775	659

However, even with the increase in water demand, the maximum densities as identified in the City's Comprehensive Plan are not changing, and since this is a relatively small parcel, the increase in water demand should not have any adverse impact on the overall development. Also, both potable water distribution and sanitary sewer collection systems are available for this property, and there is adequate water and wastewater facility plant capacity.

Transportation: The maximum number of vehicle trip ends projected to be generated from the existing future land use is approximately 536 a.m. peak hour trips, and 414 p.m., peak hour trips (ITE, Land Use Codes 945 (Gasoline/Service Station with Convenience Market), 934 (Fast Food Restaurant with Drive-Through), and 814 (Specialty Retail Center)).

Traffic Analysis for current land use (CH)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
945	Convenience Market	8 Fuel Pumps	Average Rate = 10.56	**84**	Average Rate = 13.57	**109**
934	Fast Food Restaurant	4,000 sf	Average Rate = 54.81	**219**	Average Rate = 46.14	**185**
814	Specialty Retail	24,000 sf	T=4.91(X) + 115.59	**233**	Average Rate = 5.02	**120**
Total				**536**		**414**

The maximum number of vehicle trip ends projected to be generated from the proposed future land use is approximately 246 a.m. peak hour trips, and 152 p.m., peak hour trips (ITE, Land Use Codes 814 (Specialty Retail Office), 932 (High Turnover (Sit Down) Restaurant), and 150 (Warehousing)).

Traffic Analysis for current land use (CS)						
Land Use Code	**Land Use**	**Intensity**	**Trip Generation Calculation**	**A.M. Peak Hour**	**Trip Generation Calculation**	**P.M. Peak Hour**
814	Specialty Retail	8,000 sf	T=4.91(X) + 115.59	**155**	Average Rate = 5.02	**40**
932	Restaurant	5,000 sf	Average Rate = 13.53	**68**	Average Rate = 18.49	**92**
150	Warehousing	18,014 sf	Ln(T) =0.70 Ln(X) + 1.11	**23**	Ln(T)=0.78 Ln(X) + 0.72	**20**
Total				**246**		**152**

There is some overlap with the proposed CS Future Land Use, and many of the uses permitted in the CH Land Use will also be permitted with the proposed CS Land Use, with some exceptions. For example, restaurants will still be allowed, but drive-through facilities are not permitted. Furthermore, most, if not all the industrial uses permitted by the CS Land Use will generate fewer vehicle trips ends. So, at the most there would be an equal number of vehicle trip ends end with the proposed CS Land Use, however more than likely there will be a reduction in the vehicle trips as the above table indicates. Trip projections are calculated by using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition." This comp plan amendment will represent a marked decrease in vehicle trip ends.

Parks/Open Space: This is a commercial development and this criterion is not applicable.

Schools: Since there is no residential component to this project school concurrency will not apply.

Storm Water: The project will be required to provide paving and drainage plans that are in compliance with adopted level of service standards as well as documenting other drainage issues if applicable.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available to accommodate this project.

Environmental: As outlined in the Environmental Assessment report included with the application, the site currently contains a mixture of vegetation. The composition of this vegetation is a mixture of native, exotic and nuisance species. Since this site is under two (2) acres it will not be required to adhere to the upland mitigation requirements, but the project will be required to adhere to the City's Tree Preservation requirements as outlined in the Landscape Code (Chapter 154), and all exotic vegetation will need to be removed. Therefore, a tree survey will be required to be submitted for the site plan process.

Flood Zone: This parcel is located in Panel Number 12111C0275F, and is located within FEMA's Flood Zone X. Zone X is determined to be located outside the 100 and 500 year floodplains.

Police: The department's response time is approximately 6-10 minutes for emergency calls. This proposed comprehensive plan is not expected to adversely impact that response time.

Fire/EMS: The nearest station is No. 17 which is located at 10240 Village Parkway Drive. The St. Lucie County Fire District does not list response times for each individual

station because of the necessity of responding with another station. This project will not negatively impact adequate service delivery from the fire district.

Compatibility Analysis: Changing the land use from CH (Highway Commercial) to CS (Service Commercial) is not expected to have any adverse impact on the surrounding area. This property is part of the City of Port St. Lucie's Conversion Area, and is adjacent to a major industrial area in the City. In this particular area, south of Gatlin Boulevard just east of the Interstate 95 interchange, all the parcels have some sort of commercial land use. Since these lots are adjacent to Gatlin Boulevard, it is easy to understand why they were given a CH Land Use. Looking through the City's Comprehensive Plan and Zoning Code, you see an overlap between the Service Commercial and Highway Commercial Land Uses. As expected, the CS Land Use does add more industrial uses, but this should not have much of an adverse effect on this area since all the lots south of these lots already have a CS Land Use. Given the property's proximity to Gatlin, the property should still adhere to the Building Design Standards for Commercial Limited (CL), Commercial General (CG), Commercial Highway (CH), Residential-Office-Institutional (ROI), and Institutional (I), as outlined in the Citywide Design Standards. As proposed, the land use change is compatible with the surrounding land uses.

Justification/Mitigation: Policy 1.1.4.2 (d), Objective 1.1.8 and Policy 1.1.8.4 of the City's Comprehensive Plan provide justification for this amendment. Policy 1.1.4.2 (d) identifies that the City needs to provide more CS (Service Commercial) land use. Objective 1.1.8 allows the City to initiate and utilize planning and development controls that discourage the proliferation of urban sprawl, encourage innovative development, greater diversity of land uses, and to improve community appearance. Objective 1.1.8.4 allows for the expanding and defining of commercial nodes where appropriate and utilization of urban design standards and techniques to beautify and enhance community appearance along major corridors.

STAFF RECOMMENDATION:

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

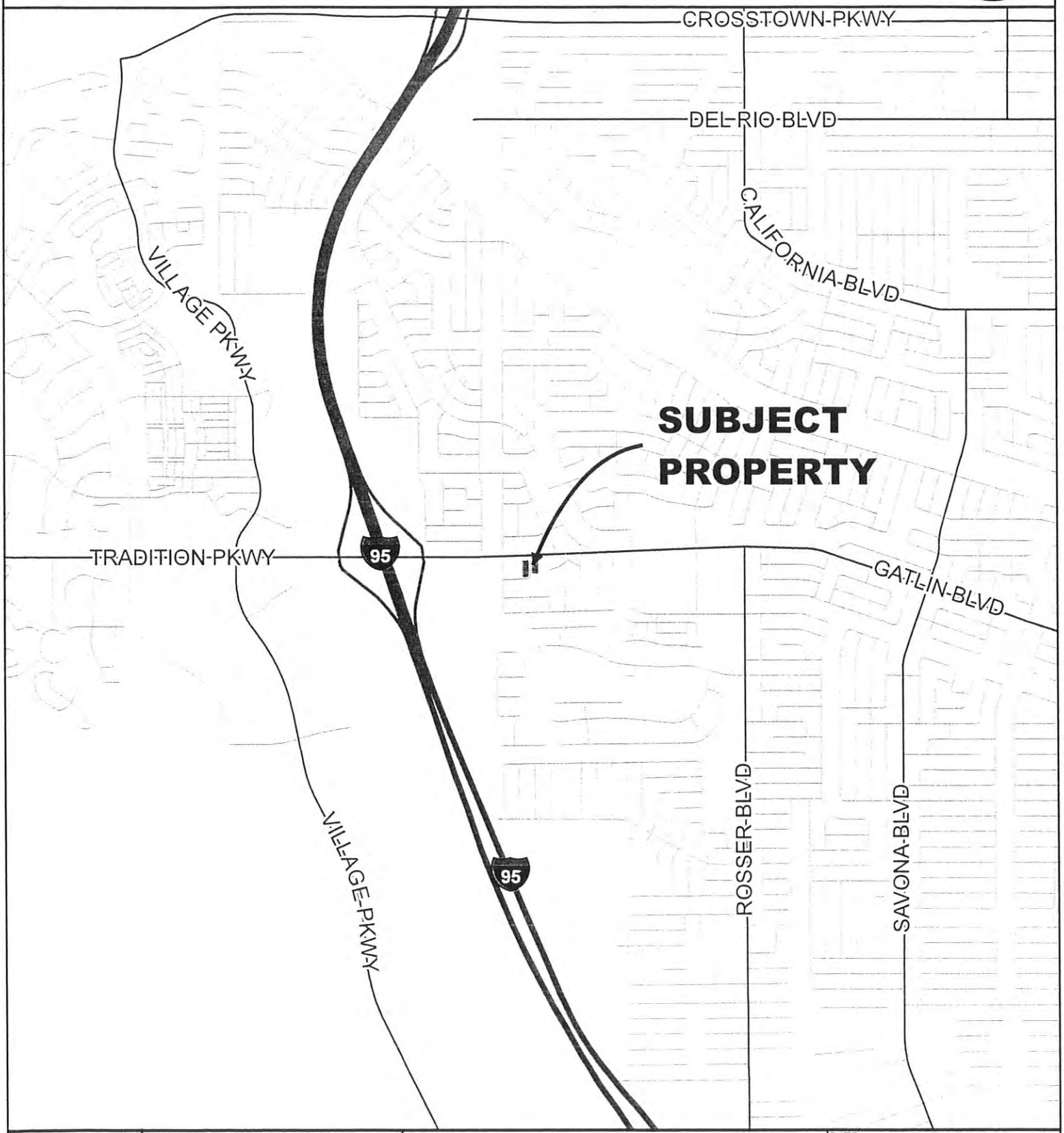
- That the development on Gatlin shall abide by the Building Design Standards for Commercial Limited (CL), Commercial General (CG), Commercial Highway (CH), Residential-Office-Institutional (ROI), and Institutional (I), as outlined in the Citywide Design Standards

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

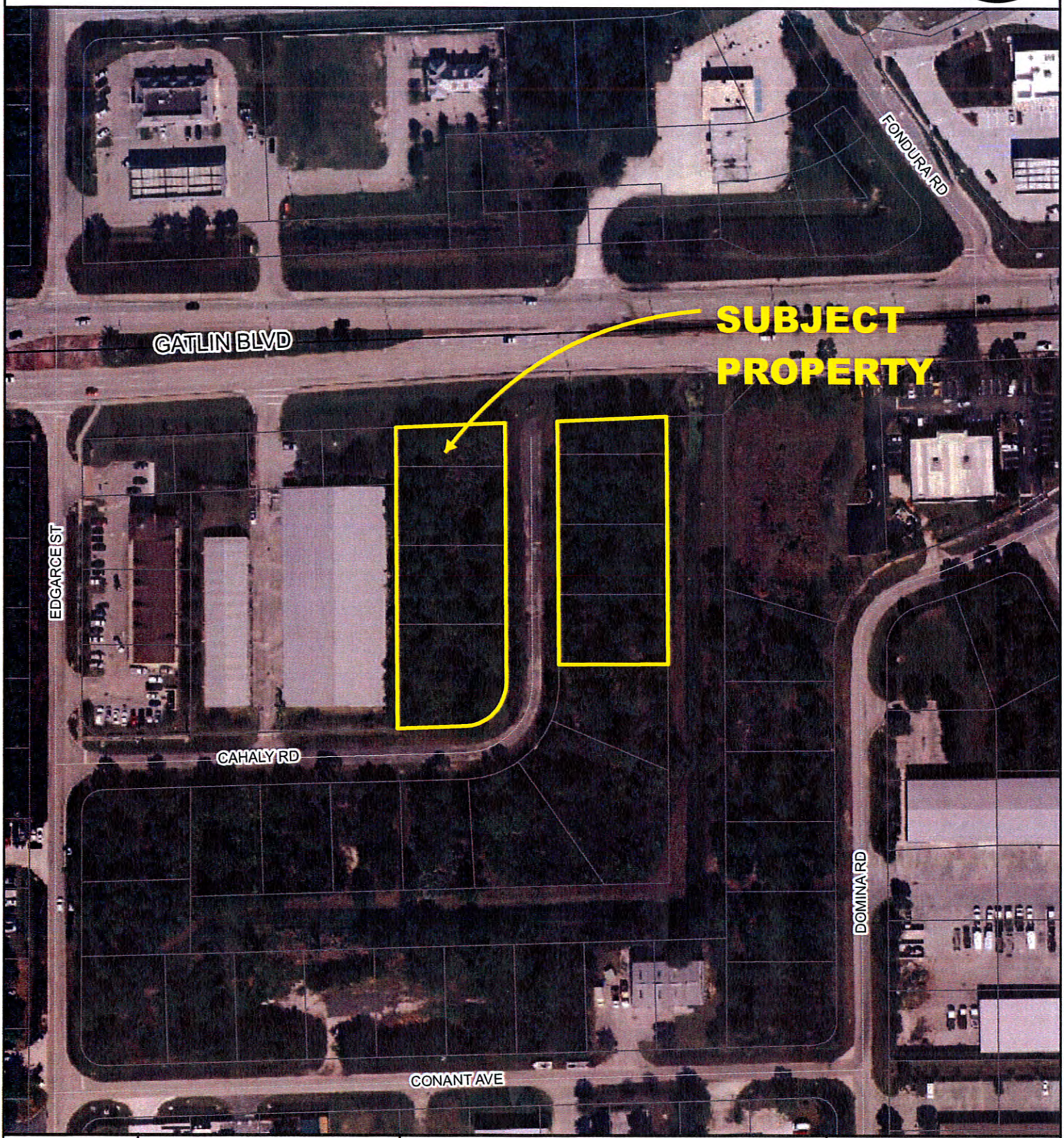
Please note: Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to *table* or *continue* the hearing or review to a future meeting.

GENERAL LOCATION



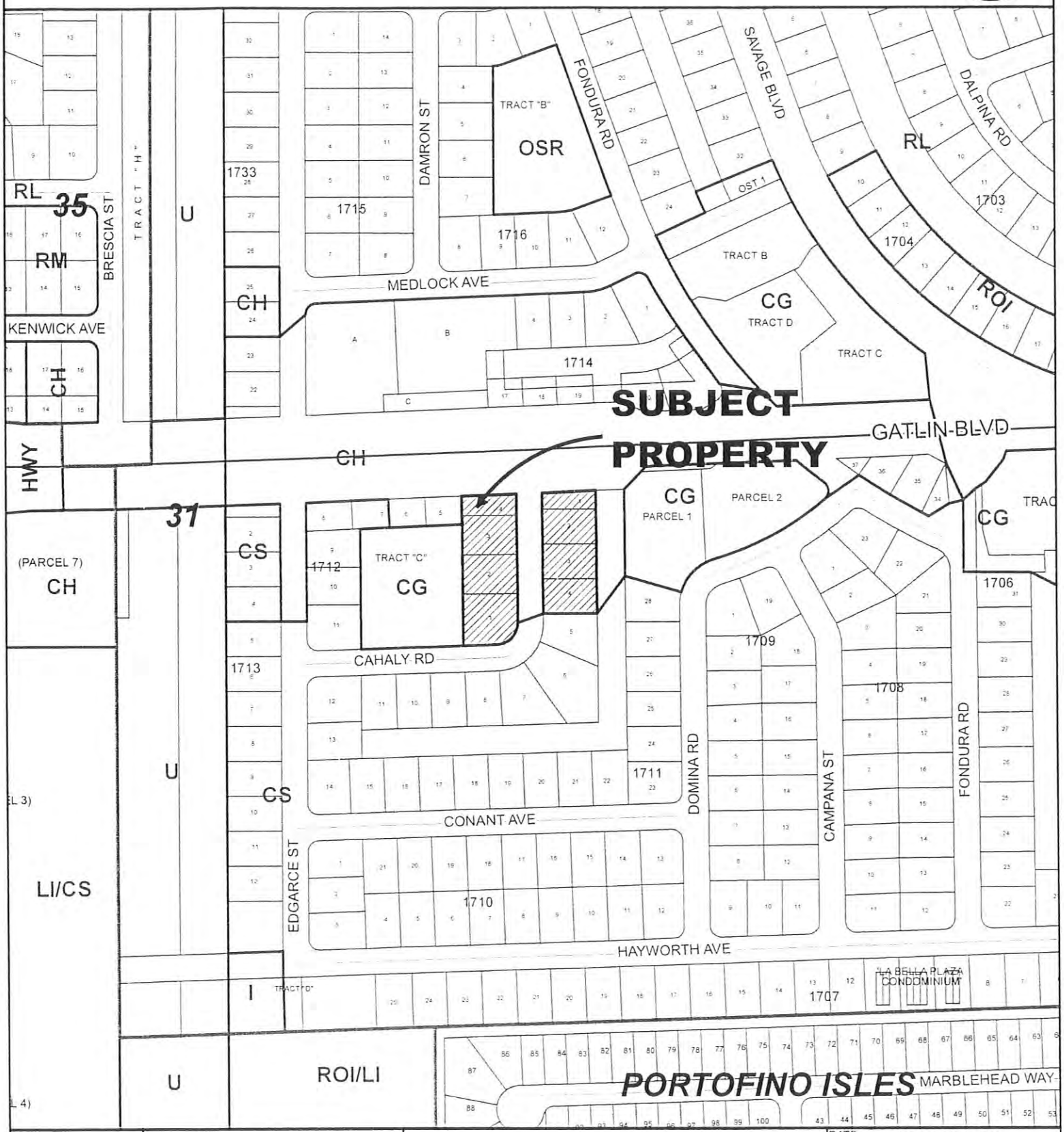
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-4 & BLK. 1712, L. 1-4	DATE: 10/11/2016 APPLICATION NUMBER: P16-170 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



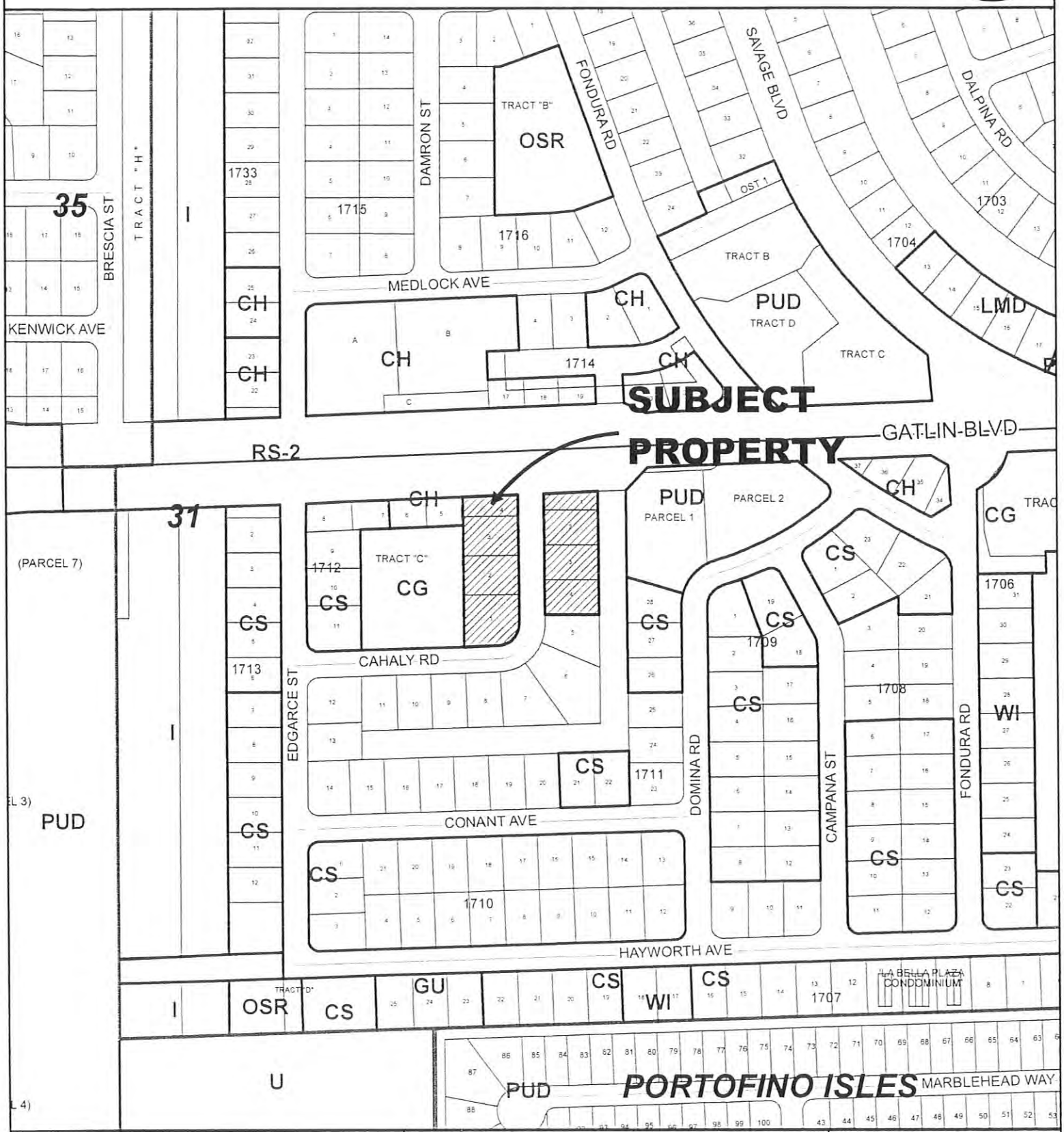
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-4 & BLK. 1712, L. 1-4 AERIAL DATE 2014	DATE: 10/11/2016 APPLICATION NUMBER: P16-170 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-4 & BLK. 1712, L. 1-4	DATE: 10/11/2016 APPLICATION NUMBER: P16-170 USER: patricias SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	COMPREHENSIVE PLAN AMENDMENT GEORGE CALLAS HOLDINGS, LLC SEC. 31, BLK. 1711, L. 1-4 & BLK. 1712, L. 1-4	DATE: 10/11/2016 APPLICATION NUMBER: P16-170 USER: patricias SCALE: 1 in = 300 ft

APPLICATION FOR COMPREHENSIVE PLAN AMENDMENT

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

FOR OFFICE USE ONLY

Planning Dept P16-170
Fee (Nonrefundable)$4,031.20
Receipt # 115658

Refer to "Fee Schedule" for application fee. Make checks payable to the 'City of Port St. Lucie.' Fee is nonrefundable unless application is withdrawn prior to advertising for the Planning and Zoning Board meeting. **All** items on this application should be addressed, otherwise it can not be processed. Attach proof of ownership; two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: bradcurrie@edc-inc.com

PROPERTY OWNER

Name: George Callas Holdings, LLC
Address: 3720 NE 209th Terrace
Aventura, FL 33180
Telephone No.: _____ Fax No.: _____

IF PROPERTY IS IN MULTIPLE OR CORPORATE OWNERSHIP, PLEASE PROVIDE ONE CONTACT PERSON.

Name: Bradley J. Currie, Engineering Design & Construction, Inc.
Address: 469 NW Prima Vista Blvd.
Port St. Lucie, FL 34983
Telephone No.: 772-340-4990 Fax No.: N/A

AGENT OF OWNER (if any)

RECEIVED
SEP 30 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Name: Bradley J. Currie, Engineering Design & Construction, Inc.
Address: 469 NW Prima Vista Blvd.
Port St. Lucie, FL 34983
Telephone No.: 772-340-4990 Fax No.: N/A

PROPERTY INFORMATION

Boundary Description (attach map) Lots 1, 2 3 and 4, Block 1711, PSL Section 31 and Lots 1, 2, 3, and 4, Block 1712 PSL Section 31
Property Tax I.D. Number See attached Justification Statement
Current Land Use CH Proposed Land Use CS
Current Zoning SFR Acreage of Property 1.78ac +/-

Reason for Comprehensive Plan Amendment:
Lots 1, 2, 3 and 4 of Block 1711 and Lots 1, 2, 3 and 4 of Block 1712 have a current Future Land Use Designation of Commercial Highway (CH). This application is to request the change from Commercial Highway (CH) to Service Commercial (CS).

*Signature of Owner | Bradley J. Currie Hand Print Name | 9/29/16 Date

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

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

G. Callas Holdings LLC
3720 NE 209th Terrace
Aventura, FL 33180

AGENT CONSENT FORM

Project Name: Callas CPA, Rezone & Site Plan Approval

Parcel ID: 3420-650-1142-000-0 and 3420-650-1182-000-2

BEFORE ME THIS DAY PERSONALLY APPEARED George Callas WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

> I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me at all meetings and public hearings pertaining all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 26th day of September, 2016, by George Callas (Name of Person Acknowledging) who is personally known to me or who has produced FL Driver License (type of identification) as identification and who did (did not) take an oath.

Mariangela Zavala
Notary Signature

Mariangela Zavala
Printed Name of Notary

MARIANGELA ZAVALA
Notary Public - State of Florida
My Comm. Expires Mar 5, 2017
Commission # EE 831251
Bonded Through National Notary Assn.
(Notary Seal)

Mar 5, 2017
My commission expires

George Callas
Owner's Signature

GEORGE CALLAS
Owner's Name

3720 N.E. 209 TERR.
Street Address

AVENTURA FLORIDA 33180
City, State, Zip

305-932-7744
Telephone / Email
RENSKI41@GMAIL.COM.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3389884 OR BOOK 3127 PAGE 2594, Recorded 09/16/2009 at 06:37 PM
Doc Tax: $1575.00

Stewart Title of Martin County
1111 SE Fed Hwy. Ste 128
Stuart, Fla 2009-9-10

SPECIAL WARRANTY DEED RANCO FORM 02

This Special Warranty Deed *Made the* 15th *day of* September *A. D.* 2009 *by* DARYL M. CARTER, as Trustee under land trust agreement dated 2-25-02 known as the CARTER-GATLIN LAND TRUST and Individually

hereinafter called the grantor, to

G. CALLAS HOLDINGS, LLC., a Florida Limited Liability Company

whose postoffice address is 3720 NE 209th Terrace
Aventura, Fl 33180

hereinafter called the grantee

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

Witnesseth: *That the grantor, for and in consideration of the sum of* $ 10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* St.Lucie *County, Florida, viz:*

PARCEL 1: Lot 1, LESS the North 60.04 feet thereof; and all of Lot 2, Block 1711, PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, recorded in Plat Book 14, page 22, 22A through 22G, Public Records of St. Lucie County, Florida.

PARCEL 2: Lot 4, LESS the North 60.04 feet thereof, Block 1712, PORT ST. LUCIE SECTION THIRTY ONE, according to the Plat thereof, recorded in Plat Book 14, page 22, 22A through 22G, Public Records of St. Lucie County, Florida.

Grantor certifies that said property is vacant and unimproved.

Lot 4, Blk 1712
Lots 1 & 2, Blk 1711

Together, *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land, and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said grantor.*

In Witness Whereof, *the said grantor has hereunto set* his *hand and seal the day and year first above written.*

Signed, sealed and delivered in our presence:

Patrick Chisholm — DARYL M. CARTER, as Trustee and Individually (L.S.) (L.S.)

Preston Hage

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgments, personally appeared Daryl M. Carter

to me known to be the person described in and who executed the foregoing instrument and has acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of September A. D. 2009

JOAN M. FISHER
MY COMMISSION # DD 692642
EXPIRES: July 16, 2013
Bonded Thru Budget Notary Services

Notary Public Joan M. Fisher
My Commission expires: 07/16/2013

This Instrument prepared by:
Roberta Walters for
Stewart Title of Martin County
1111 SE Federal Hwy. Ste. 128
Stuart, Fla. 34994

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233449 OR BOOK 3916 PAGE 879, Recorded 09/27/2016 11:48:32 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of September, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA.
to wit: SECTION 31 BLK 1711 LOT 3

Lot 3, Blk 1711

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley
Kellie M Begley
Witness

George J Callas
First Party
George Callas
Second Party

STATE OF : FLORIDA
COUNTY OF : Miami Dade

On Sept 22 2016 before me, Kellie M Begley
personally appeared George J CALLAS / George Callas
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown
ID Produced FL DRLIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By SEP 27 2016
Date

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233450 OR BOOK 3916 PAGE 880, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016, 20 16, by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1711 LOT 4

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Lot 4, Blk 1711

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas
Kellie M Begley — Second Party George Callas
Witness

STATE OF : FLORIDA
COUNTY OF : MIAMI DADE

On Sept 22 2016 before me, Kellie M Begley, personally appeared George J CALLAS / George CALLAS
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature Kellie M Begley
Affiant ___ Known ___ Unknown
ID Produced FL DL Etc
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
I HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 803726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233443 OR BOOK 3916 PAGE 873, Recorded 09/27/2016 11:40:35 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September, 20 16, by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE, State of FLORIDA,
to wit: SECTION 31 BLK 1711 LOT 5

Lot 3, Blk 1712

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness

Witness

First Party

Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte,
personally appeared Carmen H Rey
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal
Signature

Affiant Known X Unknown
ID Produced
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132088
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY
Date: SEP 27 2016

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233452 OR BOOK 3916 PAGE 882, Recorded 09/27/2016 11:48:32 AM Doc Tax $0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 22 day of Sept 2016, 20 16 , by first party GEORGE J CALLAS
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FLORIDA 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUCIE , State of FLORIDA ,
to wit: SECTION 31 BLK 1712 LOT 1

Lot 1, Blk 1712

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness Kellie M Begley — First Party George J Callas
Kellie M Begley — Witness — Second Party George Callas

STATE OF : FL
COUNTY OF : Miami DADE

On Sept 22 2016 before me, Kellie M Begley,
personally appeared George J CALLAS / George CALLAS
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature Kellie M Begley
Affiant ___ Known ___ Unknown ___
ID Produced FL DR LIC
(Seal)

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
By: ___ Deputy Clerk
Date: SEP 27 2016

Kellie M. Begley
Notary Public
State of Florida
My Commission Expires 9/22/19
Commission No. FF 903726

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4233444 OR BOOK 3916 PAGE 874, Recorded 09/27/2016 11:40:35 AM Doc Ta
$0.70

QUITCLAIM DEED

THIS QUITCLAIM DEED, Executed this 23 day of September
20 16 , by first party CARMEN H REY
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180
to second party G CALLAS HOLDINGS LLC
whose post office address is 3720 NE 209 TERR AVENTURA FL 33180

WITNESSETH, That the said first party, for good consideration and for the sum of $ 10.00 paid by the said second party, the receipt whereof is hereby acknowledged,
does hereby remise, release and quitclaim unto the said second party forever, all the right, title, interest and claim which the said first party has in and to the following described parcel of land, and improvements and appurtenances thereto in the County of SAINT LUC , State of FLORIDA
to wit: SECTION 31 BLK 1712 LOT 2

Lot 2, Blk 1712

IN WITNESS WHEREOF, The said first party has signed and sealed these presents the day
and year first above written.

Signed, sealed and delivered in presence of:

Witness

Witness

First Party

Second Party

STATE OF : Florida
COUNTY OF : Miami-Dade

On September 23, 2016 before me, Victoria Corte
personally appeared Carmen H Rey
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me
that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.
Signature

Affiant Known X Unknown
ID Produced
(Seal)

VICTORIA CORTE
MY COMMISSION # FF 132066
EXPIRES: September 19, 2018
Bonded Thru Notary Public Underwriters

STATE OF FLORIDA
ST. LUCIE COUNTY
THIS IS TO CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL
JOSEPH E. SMITH, CLERK
BY
SEP 27 2016
Date

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Limited Liability Company

G. CALLAS HOLDINGS, LLC

Filing Information

Document Number	L07000118045
FEI/EIN Number	26-1470839
Date Filed	11/26/2007
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	09/03/2009
Event Effective Date	NONE

Principal Address

3720 NE 208TH TERRACE
AVENTURA, FL 33180

Mailing Address

9100 S DADELAND BLVD
SUITE 1600
MIAMI, FL 33156

Changed: 09/03/2009

Registered Agent Name & Address

JOSEPHER, RICHARD
2101 CORPORATE BLVD STE 107
BOCA RATON, FL 33431

Authorized Person(s) Detail

Name & Address

Title MGR

CALLAS, GEORGE
3720 NE 208TH TERRACE
AVENTURA, FL 33180

Annual Reports

Report Year	Filed Date
2014	01/17/2014
2015	01/09/2015
2016	01/22/2016

Document Images

01/22/2016 -- ANNUAL REPORT	View image in PDF format
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09/03/2009 -- REINSTATEMENT	View image in PDF format
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ENGINEERS & SURVEYORS

Capacity Analysis

SW Gatlin Boulevard & SW Cahaly Road
Comprehensive Plan Amendment
September 29, 2016

Land Use Plan

Currently there are 10 lots considered as part of the proposed development. A portion of these lots have a Future Land Use Designation of Service Commercial (CS) and the balance, Commercial Highway (CH). Lots 5, 6, 7 and 8 of Block 1711 have a Future Land Use Designation of Service Commercial (CS). Lots 1, 2, 3 and 4 of Block 1711 and Lots 1, 2, 3 and 4 of Block 1712 have a Future Land Use Designation of Commercial Highway (CH), approximately 1.78 acres +/-. The petitioners wish to market the ten (10) parcels as one development. The request for a Comprehensive Plan Amendment will include only the eight (8) lots which current have a Future Land Use Designation of Commercial Highway (CH).

This submittal is to request a change to the Future Land Use Designation of Lots 1, 2, 3 and 4 of Block 1711 and Lots 1, 2, 3 and 4 of Block 1712 from Commercial Highway (CH) to Service Commercial (CS).

	Parcel ID	Address	Lot / Block	Acreage	Existing Land Use	Proposed Land Use
1	3420-650-1145-000-1	2725 SW Cahaly Road	4 / 1711	0.23	CH	CS
2	3420-650-1144-000-4	2717 SW Cahaly Road	3 / 1711	0.23	CH	CS
3	3420-650-1179-000-8	2138 SW Cahaly Road	1 / 1712	0.32	CH	CS
4	3420-650-1180-000-8	2126 SW Cahaly Road	2 / 1712	0.26	CH	CS
5	3420-650-1181-000-5	2114 SW Cahaly Road	3 / 1712	0.26	CH	CS
6	3420-650-1142-000-0	2112 SW Gatlin Blvd.	1 & 2 / 1711	0.34	CH	CS
7	3420-650-1182-000-2	2102 SW Cahaly Road	4 / 1712	0.14	CH	CS

To the north of the subject property lies the 200 foot Right of Way for SW Gatlin Boulevard, a City roadway. North of SW Gatlin Boulevard lies developed commercial parcels with a current use of gasoline sales and oil changing quick lube.

To the east of the subject property is a parcel owned by T & P Investment, LLC. The property is currently developed as a self-storage facility. The future land use

FORT PIERCE OFFICE
1934 Tucker Court, Fort Pierce, FL 34950
ph:(772) 462-2455 fx: (772) 462-2454

PORT ST. LUCIE OFFICE
469 NW Prima Vista Blvd, Port St. Lucie, FL 34983
ph:(772) 340-4990

designation of this property is Commercial General and it is located in the General Commercial zoning district.

To the west of the southern subject parcels lies vacant commercial parcels with a future land use designation of Service Commercial and an underlying zoning category of Single Family Residential.

To the south of the subject property is a 65 foot drainage Right of Way owned by the City of Port St. Lucie followed by undeveloped properties. The southern properties have a future land use designation of Service Commercial and it is located in the Single Family Residential zoning district.

To the east of the subject property is a 65 foot drainage Right of Way owned by the City of Port St. Lucie followed by vacant commercial parcels. The northeastern most parcel has a future land use designation of Commercial General with an underlying zoning designation of Planned Unit Development. The balance of the eastern parcels have a future land use designation of Service Commercial and an underlying zoning designation of Service Commercial.

Natural Features of the Environment
Please see attached environmental assessment.

Public Improvements
Traffic:
Please see the attached traffic analysis.

Utilities – Water & Sewer Service
The subject parcels are located within the Port St. Lucie Utility Systems District (PSLUSD) service area. The property is currently vacant and presently not serviced by PSLUSD.

The following data reflects an assumed Level of Service (LOS) Standard of 100 gallons / capita / day for potable water and wastewater LOS of 85 percent of potable water. It should be noted that one (1) ERC of potable water is equivalent to 250-gpd. This number is based on the consumption rate of 100 gallons / capita / day, as stated above, and an estimated 2.5 person per residential dwelling.

The existing Land Use incudes eight (8) lots totaling 1.78 acres +/- of Commercial Highway. The following table identifies the existing and proposed Future Land Use Designation.

Land Use

Existing Land Use		Proposed Land Use	
CH	1.78 acres	CS	1.78 acres

In order to analyze the impact of the proposed Comprehensive Plan Amendment, the City of Port St. Lucie requires an application to determine the maximum development potential of the subject site with its existing land use designation compared to the proposed land use designation. The City of Port St. Lucie Land Development Code allows for a maximum potential for Service Commercial (CS) at 40 percent of maximum building coverage. For the subject parcels, the maximum building coverage is calculated at 30,015 square feet. The applicant is proposing a Service Commercial Future Land Use designation. The City of Port St. Lucie's Land Development Code allows for a maximum development potential of the existing and proposed land use is identified in the following table.

Maximum Development Potential

Existing Land Use		Proposed Land Use	
CH	23,261 sf	CS	30,015 sf

As noted in the above table, the change in the maximum development potential from CH to CS is 6,743 +/- square feet.

The maximum development potential was used to determine the following demands:

Existing Potential Water Demand

Land Use	Acres	Maximum Development	Rate	Flow (gpd)
CH	1.78	23,261 sf	0.125 gpd/sf	2,908

Projected Potential Water Demand

Land Use	Acres	Maximum Development	Rate	Flow (gpd)
CS	1.78	30,015 sf	0.125 gpd/sf	3,752

Existing Potential Wastewater Demand

Land Use	Acres	Maximum Development	Rate	Flow (gpd)
CH	1.78	23,261 sf	0.106 gpd/sf	2,466

Projected Potential Wastewater Demand

Land Use	Acres	Maximum Development	Rate	Flow (gpd)
CS	1.78	30,015 sf	0.106 gpd/sf	3,182

The total water demand for the proposed 1.78 acre project is estimated at 3,752 gpd and the estimated wastewater generated is 3,182 gpd. For comparison, the following table provides the existing and proposed water and wastewater demands.

Comparison of Existing and Proposed Water and Wastewater Demands

Land Use	Water (gpd)	Wastewater (gpd)
Existing (CH)	2,908	2,466
Proposed (CS)	3,752	3,182

As of July 2016, the City of Port St. Lucie potable water treatment facilities were permitted for treatment of up to 41.65-mgd. The maximum day demand over the past twelve months was 19.28 mgd. This facility has adequate treatment capacity for the planned development.

The following table provides the average daily potable water demand for the proposed project with regards to available plant capacity.

Potential Impact on Water Generation

Permitted Plant Capacity (mgd)	Maximum Daily Demand (mgd)	Available Capacity (mgd)	Project Demand (mgd)	Remaining Capacity (mgd)
41.65	19.28	22.37	0.01	22.36

The wastewater facility serving this project is Westport Wastewater Treatment Facility. This facility is currently permitted for 6.0 mgd of treatment. The maximum monthly average daily flow over the last twelve months was 4.709. The current potential demand is 0.01 mgd. Furthermore, the facility has a remaining capacity of 1.113 mgd. This facility has adequate wastewater treatment capacity for the planned development.

Drainage

The proposed is located within FEMA Flood Zone X as defined on Flood Insurance Rate Map (FIRM) sheet 12111C0275J. Conceptual drainage for the project will include controlling the discharge to pre-development volumes before ultimate discharge into the City of Port St. Lucie Master System. The drainage design for the development shall be in accordance with all applicable requirements of the South Florida Water Management District and the City of Port St. Lucie and shall be based upon a comprehensive study that will determine all on and off-site Stormwater flows and how they will be accommodated by and through the project to the outfall.

Any existing South Florida Management District permits for this area will be modified to incorporate the future development of this project.

Solid Waste

The City of Port St. Lucie requires a Level of Service of 5.10 lbs. / capita / day for solid waste generation. The project will provide a maximum 30,015 square feet of non-residential development. The amount of solid waste that is estimated to be generated

by the proposed non-residential development is calculated as demonstrated in the table below.

This resulting estimate of solid waste generated for the project is 751 pounds per day. Solid waste services will be provided by the City franchise hauler to the St. Lucie County landfill. The landfill has adequate capacity to service this development

Solid Waste Production

Proposed Land Use	Maximum Development	Rate	Pounds Produced Per Day
Service Commercial	30,015 sq. ft.	0.025 pounds/sq. ft./day	751

Recreation

This development will have no impact on the existing City of Port St. Lucie Parks and Recreation system. The proposed development is a non-residential land, therefore does not impact the demand for parks in the City.

Emergency Services

Currently the nearest existing fire station is Fire Station # 17 located at 10240 Village Pkwy Dr., Port St Lucie, FL 34987. The distance between the proposed site and Station # 17 is 2.5 miles.

It is St. Lucie Fire District's policy not to list response times for individual stations. A published response time would be impractical due to liability and the event of the first station's possibility of responding to a previous call.

Police

The closest City of Port St. Lucie Police Station is located at 121 SW Port St. Lucie Boulevard, Building C, Port St. Lucie, Florida, 34984. The department gives no specific response time because of the difficulty of determining where the closest officer would be to the site. The distance between the proposed site and the police station is 5.3 miles.

Education

This development will have no impact on St. Lucie County School Board District. The proposed development is a commercial land use, therefore not impacting the demand on schools.

John Finizio

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Tuesday, November 08, 2016 2:45 PM
To: John Finizio
Subject: RE: Ordinances for CC
Attachments: 1745_001.pdf

Hey John –
One change/correction. See attached.
Rest are approved.
Thanks,
Tom

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW Founded 1960
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: John Finizio [mailto:JFinizio@cityofpsl.com]
Sent: Wednesday, November 02, 2016 2:51 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ordinances for CC

Good Afternoon Tom,

It was good to see you yesterday, hopefully everything is going well. I have some ordinances that I need you to review for the upcoming CC meeting of the November 28th. Yes, it is those CPA and rezoning applications that I presented yesterday. Let me know if you have any questions or concerns. Thanks Tom.

1. P16-139 Kenwick Ave Small Scale CPA
2. P16-140 Kenwick Ave Rezoning Application
3. P16-154 Gatlin Blvd Small Scale CPA
4. P16-155 Gatlin Blvd Rezoning Application
5. P16-170 Callas Holdings CPA

John

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10K
Meeting Date: **November 28, 2016 and Quasi-Judicial hearing on: December 12, 2016**

TO:	Mayor and City Council
THRU:	Patricia Roebling, P.E., Interim City Manager
FROM:	Patricia A. Tobin, AICP, Director Planning and Zoning
Agenda Item:	Ordinance: Ross Mixing Planned Unit Development (PUD) Rezoning (P16-164)
Submittal Date:	11/16/2016

1692

STRATEGIC PLAN LINK: This item is consistent with Goal 2: Growing Local Economy and Goal 3: Balanced, Responsible and Sustainable Growth.

BACKGROUND: This is an application to rezone 5.27 acres located on the north side of South Niemeyer Circle between Industrial Boulevard and S.E. Village Green Drive in the Port St. Lucie Industrial Park. The subject property is owned by Ross Mixing, Inc. Ross Mixing is a specialized manufacturing company that has been in business in Port St. Lucie since 1987. The existing manufacturing operation is located at 1249 SE Industrial Boulevard on land legally described as lots 5-7, Block 19, First Replat PSL Industrial Park Unit One. The company also owns the adjacent lots 3 and 4. All of the lots are zoned WI (Warehouse Industrial). To accommodate future expansion, the property owner is applying to rezone the properties to PUD. The purposes of the PUD rezoning designation are to allow for a reduction in the parking requirements and an increase in the maximum building height allowed by the Warehouse Industrial (WI) zoning designation. Ross Mixing manufactures large industrial mixing, blending, drying and dispersion equipment. It represents a specialized type of manufacturing that is highly automated, requires large space for components, storage of inventory, and the use of cranes that run the length of the building in the manufacturing process. The company sells to private companies both domestic and foreign and the facility is not open to the public.

ANALYSIS: The analysis is included in the attached staff report. The submittal packet for the City Council public hearing includes a revised environmental assessment report. Approximately 1.5 acres are subject to the City's Upland Habitat preservation requirements.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This ordinance was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 14, 2016.

NOTICE/ADVERTISING: Legal notice shall be provided by the City Clerk's office in accordance with FSS 166.041(3)(a), "... shall, at least 10 days prior to adoption, be noticed once in a newspaper of general circulation in the municipality..."

PLANNING AND ZONING BOARD: The Planning and Zoning Board unanimously recommended approval of this PUD rezoning application on November 1, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: This property is located on the north side of S.E. Niemeyer Circle between Industrial Boulevard and S.E. Village Green Drive.

ATTACHMENTS: Ordinance including attachments A and B, staff report, and recommendation.

PT/BK

RECEIVED
NOV 1 0 2016
CITY MANAGER'S OFFICE

ORDINANCE 16-92

AN ORDINANCE REZONING PROPERTY LOCATED ON THE NORTH SIDE OF SOUTH NIEMEYER CIRCLE BETWEEN INDUSTRIAL BOULEVARD AND S.E. VILLAGE GREEN DRIVE FROM THE WAREHOUSE INDUSTRIAL ZONING DISTRICT (WI) TO THE PLANNED UNIT DEVELOPMENT ZONING DISTRICT (PUD) FOR A PROJECT KNOWN AS ROSS MIXING PUD (P16-164); PROVIDING FOR THE APPROVAL AND ADOPTION OF A CONCEPTUAL DEVELOPMENT PLAN; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Sabine Marcks of Land Design Associates, LLC, agent for Ross Mixing, Inc., hereinafter referred to as the Applicant, requested the rezoning of certain land located on the north side of South Niemeyer Circle between Industrial Boulevard and S.E. Village Green Drive and legally described as Lots 3, 4, 5, 6, and 7, Block 19, First Replat Port St. Lucie Industrial Park Unit One from the Warehouse Industrial Zoning District (WI) to the Planned Unit Development Zoning District (PUD); and

WHEREAS, the Applicant has presented firm evidence of unified control of the entire area within the proposed PUD, see the composite exhibit attached hereto as and by reference incorporated herein; and

WHEREAS, the subject property is of such a size to permit its design and development as a cohesive unit fulfilling the purpose of a Planned Unit Development Zoning (PUD) District; and

WHEREAS, the subject property is located with respect to arterial and collector streets so as to provide suitable access; and

WHEREAS, the subject property is suitable for development in the proposed manner without hazard to persons or property on or off the subject property from possibility of flooding, erosion or other dangers, annoyances or inconveniences; and

WHEREAS, the proposed PUD zoning is consistent with all applicable elements of the City's adopted Comprehensive Plan; and

WHEREAS, a conceptual development plan has been submitted consistent with the requirements of Section 158.175 (A) (3), et seq., Port St. Lucie City Code; and

ORDINANCE 16-92

WHEREAS, the standards for internal PUD design as set forth in Section 158.174, et seq., Port St. Lucie City Code, will be complied with at the time of final development approval; and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the 1st day of November, 2016 to consider the PUD rezoning application, notice of said hearing to adjoining property owners for a radius of seven hundred and fifty (750) feet having been given and advertising of the public hearing having been made; and

WHEREAS, the City Council held a public hearing on the 12th day of December, 2016, to consider the PUD rezoning application, advertising of the public hearing having been made.

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

Section 1. That the property legally described as Lots 3, 4, 5, 6, and 7, Block 19, First Replat Port St. Lucie Industrial Park Unit One be zoned Planned Unit Development Zoning District (PUD) as defined by Port St. Lucie City Code.

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

ORDINANCE 16-92

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

CITY COUNCIL

CITY OF PORT ST. LUCIE

BY: _____

Gregory J. Oravec, Mayor

ATTEST:

_____

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____

O. Reginald Osenton, City Attorney

ROSS MIXING PUD

Presented to:
City of Port St. Lucie Planning and Zoning Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

PLANNED UNIT DEVELOPMENT APPLICATION

Ross Mixing

For

Ross Mixing, Inc.
1249 SE Industrial Blvd
Port St. Lucie, FL 34952

September 2016

Prepared by:
Landscape Design Associates
702 SW Port St. Lucie Blvd
Port St. Lucie, FL 34953

City of Port St. Lucie Project No: P16-164

ROSS MIXING PUD

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ROSS MIXING PUD

LIST OF EXHIBITS

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Exhibit 2	Letter of Unified Control
Exhibit 3	Legal Description
Exhibit 4	Binding P.U.D. Agreement
Exhibit 5	Site Information
Exhibit 6	General Standards for District Establishment
Exhibit 7	Proposed Development Standards
Exhibit 8	P.U.D. Conceptual Master Plan

ROSS MIXING PUD

PROJECT PROFESSIONALS

DEVELOPER:	Ross Mixing, Inc John Paterson, Vice President 1249 SE Industrial Blvd Port St. Lucie, FL 34952 (772) 337-0900
SURVEYING & ENGINEERING:	Velcon Group Contact: Ernesto Velasco 702 Port St. Lucie Blvd Port St. Lucie, FL 334953 (772) 879-0477 (772) 871-6659
PLANNING:	Landscape Design Associates Contact: Sabine Marcks 702 Port St. Lucie Blvd Port St. Lucie, FL 34953 (772) 971-6060

ROSS MIXING PUD

INTRODUCTION

Ross Mixing, Inc. opened its doors in Port St. Lucie in 1986. The company manufactures large industrial mixing, blending, drying and dispersion equipment. The parent company has been in business since 1842.

The company proposes to expand its manufacturing space and capabilities which will result in the creation of approximately 60 more jobs in this market.

The facility is not your typical small scale industrial operation. Due to the large size of components, the floor space for manufacturing is proportionally much larger than other operations. The site currently has about 44,000 sf but it only requires 37 employees to run the operations.

The facility sells to private companies both domestic and foreign. It is not open to the public. Customers visit the site by appointment only.
Once the expansion is complete, the company expects an average of one (1) customer group per day to visit the site and stay at a local hotel.
The company has an international customer base who very often come to the facility and combine this visit with a family vacation in Florida. This will have a positive impact on local hotels, car rental company etc.

The purposes of this P.U.D. rezoning application is to allow for a reduction of the overall parking requirements for a manufacturing facility and to allow for an increase in the maximum building height allowed under the Warehouse Industrial Zoning District.

As mentioned before, due to the large size of products produced, a smaller percentage of employees is required than would be in a different setting. The City of Port St. Lucie acknowledged that in 2008, when it granted a variance to reduce the required amount of parking by 35 spaces or 40%. (P08-180, approved 9.3.08). This P.U.D. document will apply the same rate of reduction to the additional buildings proposed.

Due to the configuration of the property the new manufacturing facility is at an angle to the existing building. The manufacturing process requires a crane to run the length of the building. In order of being able to transfer loads between cranes and to allow for production of larger equipment in the new building, the second crane has to be higher than the existing crane system. The increase in building height will be 10'.

ROSS MIXING PUD

EXHIBIT 1

PUD REZONING APPLICATION

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

FOR OFFICE USE ONLY

Planning Dept.: _____
Fee (Nonrefundable)$ _____
Receipt # _____

Refer to "Fee Schedule" for application fee Make checks payable to the "City of Port St. Lucie." Fee is nonrefundable unless application is withdrawn prior to the Planning and Zoning Board meeting **All** items on this application should be addressed, otherwise it can not be processed. Attach proof o ownership: two copies of deed. Please type or print clearly in **BLACK** ink.

PRIMARY CONTACT EMAIL ADDRESS: smarcks@landscapeda.com

PROPERTY OWNER:

Name: Ross Mixing, Inc. John Paterson

Address: 1249 SE Industrial Drive, Port St. Lucie, FL 34952

Telephone No. 772-337-0900 FAX No. _____

AGENT OF OWNER (if any)

Name: Landscape Design Associates, LLC

Address: 702 Port St. Lucie Blvd, Port St. Lucie, FL 34953

Telephone No. 772-971-6060 Fax No. _____

PROPERTY INFORMATION

Legal Description: lots 3,4,5,6 & 7, Block 19, Plat Book 23, Pages 6.6A-6D
(Include Plat Book and Page)

Parcel I.D. Number: 3435-601-0057-000-4, 3435-601-0054-000-3

Current Zoning: WI

Proposed Zoning: PUD

Future Land Use Designation: LI/CS Acreage of Property: 5.27

Reason for rezoning request:
The expansion of the existing facility requires a deviation from existing parking requirements as well as an increase in building height

Signature of Owner | John Paterson Hand Print Name | 8/22/16 Date

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

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

H:\PZ\SHARED\APPLCTN\PUD-REZONE (06/23/11)

ROSS MIXING PUD

EXHIBIT 2

September 21, 2016

Ms. Patty Tobin
Director of Planning and Zoning
CITY OF PORT ST. LUCIE
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

RE: PUD REZONING APPLICATION / ROSS MIXING, INC

Dear Ms. Tobin:

This letter is submitted as our Letter of Unified Control in compliance with the City of Port St. Lucie Zoning Regulations. The following entities are the owner of record of the subject property, pursuant to Corrective Special Warranty Deed recorded in Official Records Book 23, Page 6, 6A – 6D, Public Records of St. Lucie County, Florida, and copies of which are attached to this application.

Ross Mixing, Inc.
1249 SE Industrial Blvd
Port St. Lucie, FL 34952

If you should need anything further regarding this rezoning, please contact me.

Sincerely,

Ross Mixing, Inc

John Paterson
Vice President

ROSS MIXING PUD

EXHIBIT 3
LEGAL DESCRIPTION

LOTS 3,4, 5, 6, AND 7, BLOCK 19, FIRST REPLAT IN PORT ST. LUCIE INDUSTRIAL PARK UNIT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGES 6, 6A - 6D OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

ROSS MIXING PUD

EXHIBIT 4

BINDING P.U.D. AGREEMENT

The property, as described on Exhibit 8, is under the unified control of the undersigned petitioner who agrees to (1) proceed with the proposed development according to the provisions of the Port St. Lucie P.U.D. Zoning Regulations; and (2) provide such agreements, contracts, deed restrictions and sureties as are acceptable to the City of Port St. Lucie for the completion of the development in accordance with the plan approved by the City. In addition, the said petitioner shall be responsible for the continuing operations and maintenance of such areas, functions and facilities until such time as a private property owner's association, yet to be established, agrees to accept the same responsibilities. Such responsibilities are not to be provided or maintained at public expense. The petitioner further agrees to bind all successors in title to the commitments herein in this paragraph made.

Amanda E Jennings 09-07-201

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 7TH day of SEPT., 2016.

AMANDA E JENNINGS
Notary Public - State of Florida
My Comm. Expires Jul 8, 2018
Commission # FF 139344

WITNESS:

BY: _____

BY: _____

ROSS MIXING, INC

BY: _____
John Paterson
Vice President

ROSS MIXING PUD

EXHIBIT 5

SITE INFORMATION

I. TOTAL ACREAGE

5.27 acres

II. WETLANDS IMPACTS

There are no existing wetlands on site

III. DEVELOPMENT AREA

Total Use Area Manufacturing: Up to 100,000 square feet

IV. NATIVE HABITAT

The site is partially developed with the existing manufacturing facility. The current development encompasses 2.6 ac. Pine flatwoods encompass 1.5 ac and the remainder of the site is disturbed open space mainly covered by non-native trees.

V. PROPOSED DENSITY

A maximum of 80 percent of the site can be impervious, and a maximum of 45 percent of total site area can be covered by structures.

ROSS MIXING PUD

EXHIBIT 6

GENERAL STANDARDS FOR DISTRICT ESTABLISHMENT

1. The area of Ross Mixing P.U.D. is 5.27 acres, exceeding the 2-acre minimum for the establishment of a P.U.D. within the City of Port St. Lucie.

2. Ross Mixing P.U.D. is located the corner of Industrial Blvd and Niemeyer Circle in Port St. Lucie. The site is currently accessed off Industrial Blvd and Niemeyer Circle, but additional access points onto Village Green Drive are proposed as depicted on the Conceptual Master Plan attached as Exhibit 9.

3. Ross Mixing P.U.D. will have a storm water management system in accordance with all applicable SFWMD rules and regulations as well as all applicable rules and regulations of the City of Port St. Lucie Engineering Department

   Ross Mixing P.U.D. will be supplied with water and wastewater services by the City of Port St. Lucie Utility Systems Department and will abide by and comply with all applicable City Ordinances, policies, specifications and regulatory agencies governing such service. Furthermore, the P.U.D. will accept reclaimed water for irrigation from the Port St. Lucie utility system when it becomes available to the property.

4. The physical characteristics of Ross Mixing P.U.D. can be described as Light Industrial Manufacturing

5. This P.U.D. application is consistent with the City of Port St. Lucie Comprehensive Land Use Plan and the future land use designations of LI/CS.

6. The development will be built in phases. The exact building footprint, parking lot and internal driveway configurations, along with other detailed site improvements, will be defined and established when Final Development Plan and Construction Plan approval is sought for each phase within the P.U.D.

ROSS MIXING PUD

EXHIBIT 7

PROPOSED DEVELOPMENT STANDARDS

A. PURPOSE:

The purpose of this P.U.D. is to establish an area of integrated and compatible land uses and services. The following standards shall be met in developing the P.U.D.

B. PERMITTED PRINCIPAL USES

1. Manufacturing, assembly, warehousing, storing, processing and packaging goods and materials
2. Research and Development Facility
3. Warehouse
4. Office space as needed in conjunction with a use listed above

C. PARKING REQUIREMENTS

Manufacturing Area and associates office uses: 1 space per 800 sf of floor area

A portion of the property, lots 5, 6 & 7, Block 19 PSL Industrial Park Unit 1 was granted a variance by the Planning and Zoning Board on September 3, 2008 for a reduction of 35 required spaces.

D. LOADING REQUIREMENTS

Loading requirements for manufacturing use will be provided by internal loading bay as well as existing loading ramps and truck well.

E. MINIMUM BUILDING SIZES

The minimum building size is pursuant to the requirements of sections 158.124, 158.125 and 158.126 of the City's Land Development Regulations. The minimum building size for an office is 1,000 square feet.

ROSS MIXING PUD

F. LANDSCAPING

All landscape and buffer areas, as well as all landscape materials, shall conform to minimum size and spacing requirements as set forth in Section 154.03 of the City's Land Development Regulations.

G. MAXIMUM BUILDING HEIGHT

All maximum proposed structure heights are as follows:

Manufacturing	-	45 feet

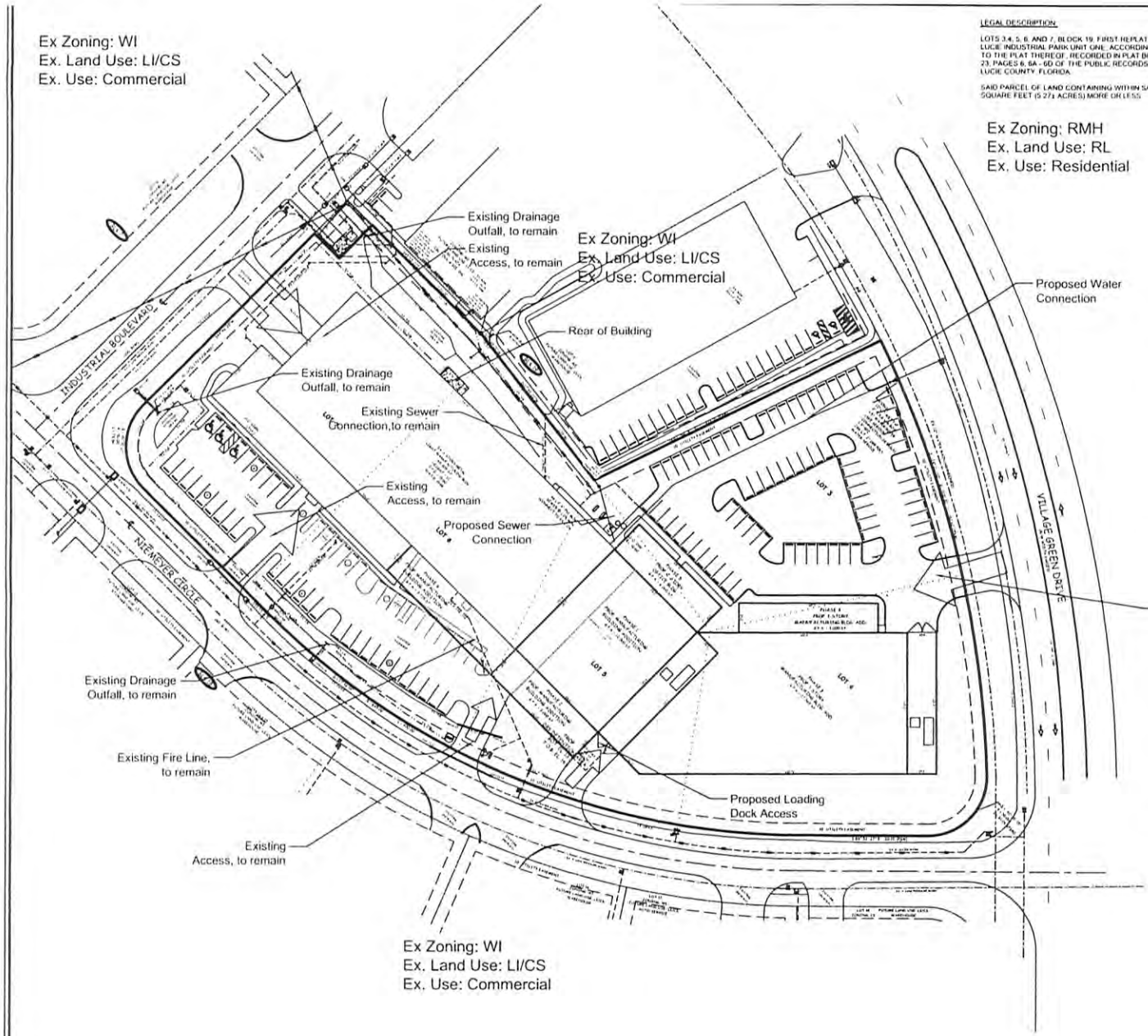
H. MINIMUM BUILDING SETBACKS

Front setback:	
Along Village Green Drive	25 Feet
Along Industrial and Niemeyer Circle:	25 Feet
Side Setback:	10 feet
Rear Setback:	15 feet

ROSS MIXING PUD

EXHIBIT 8

P.U.D. CONCEPTUAL MASTER PLAN



LEGAL DESCRIPTION

LOTS 3,4, 5, 6, AND 7, BLOCK 19, FIRST REPLAT IN PORT ST. LUCIE INDUSTRIAL PARK UNIT ONE, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 23, PAGES 6, 6A - 6D OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SAID PARCEL OF LAND CONTAINING WITHIN SAID BOUNDS 229,719 SQUARE FEET (5.27± ACRES) MORE OR LESS.

Site Data:

Existing Zoning	WI
Land Use Designation	Li/CS
Total Area	5.27 ac
Total Use Area	up to 100,000 sf

OWNER/DEVELOPER:
ROSS MIXING, INC.
1249 SE INDUSTRIAL BLVD.
PORT ST. LUCIE, FL 34952

PARCEL IDENTIFICATION NUMBERS:
3435-601-0057-000-4, 3435-601-0054-000-3

MIN. BUILDING SETBACKS:

FRONT:	25 FEET
REAR:	20 FEET
SIDE:	10 FEET
SIDE CORNER:	25 FEET

General Notes:
The proposed improvements will be installed in phases. Exact location and size of phases to be determined at time of site plan application.

City of Port St. Lucie Project No P16-164

Landscape Design Associates
702 SW Port St. Lucie Blvd
Port St. Lucie, FL 34953
772-871-6060 ph, 772-871-6659 fax

Revisions

Date	Comments
10-14-16	Per SPRC Comments

Scale:	1" = 50'
Drawn by:	SM
Checked by:	SM
CADD No.	16-028 master dwg
Date:	9.21.16

Ross Mixing PUD
City of Port St. Lucie
Master Plan

DWG. NO. 1 OF 1

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

ROSS PUD

ENVIRONMENTAL ASSESSMENT REPORT

Prepared for:

VELCON GROUP, INC.

Prepared by:

EW Consultants, Inc.

November 2016

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1000 SE MONTEREY COMMONS BLVD, STE 208 • STUART, FL 34996 • 772-287-8771 • FAX 772-287-2988
WWW.EWCONSULTANTS.COM

INTRODUCTION

The Ross PUD project site is ±5.3 acres and is located west of and adjacent to Village Green Drive, with access from Industrial Boulevard and South Niemeyer Circle in the City of Port St. Lucie. Approximately 50% of the project site is improved as an industrial facility. The project is located within Section 36, Township 36 South, and Range 40 East, and is surrounded by industrial uses and the Spanish Lakes development east of Village Green Drive. A location map and USGS Quadrangle Map are provided in Appendix A as Figures 1 and 2, respectively.

GENERAL PROPERTY DESCRIPTION

Current improved land cover types include built and grassed areas along Industrial Boulevard and South Niemeyer Circle. These improvements consist of the existing industrial building, associated parking lot, landscaping along Industrial Boulevard and South Niemeyer Circle, and a dry detention area. The remainder of the project site is vacant and wooded, consisting of native and exotic vegetative assemblages discussed in further detail below. Figure 3 in Appendix A is a recent aerial photograph of the project site showing surrounding conditions.

SOILS

A soils report for the project site has been generated by the U.S. Department of Agriculture/Natural Resource Conservation Service and can be found in Appendix B of this report. Due to the improved condition of the industrial portion of the project site, the soils report focuses on the vacant wooded areas on-site. The one soil found on-site, Waveland and Immokalee fine sands, is sand-based, poorly drained and typically associated with pine flatwood communities.

NATURAL COMMUNITIES AND LAND COVERS

The following is a summary of the land covers and vegetative communities found on the subject site. Land cover and vegetative community classifications are mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCCS) developed by the Florida Department of Transportation.

The vegetative community descriptions include discussions of potential wildlife habitat provided by the various resources available in those communities. A land cover map of the observed community types with acreage is included as Figure 4 in Appendix A of this report. The land cover types observed on the subject site are described as follows:

#150 - Industrial

The western portion of the project site is comprised of an industrial structure, associated parking, street trees, and a dry detention area. Given the high percentage of impervious surface within this land cover category, wildlife usage is expected to be very low. However, song birds may use the landscape trees (mainly laurel oaks with scattered queen palms and weeping bottle brush) for perching and nesting. The open grass of the dry detention area could possibly be used by the state threatened gopher tortoise for foraging.

#411 – Pine Flatwoods

The wooded eastern portion of the site is dominated by a native upland FLUCCS classification cover described as Pine Flatwoods. This vegetative community consists of mature slash pines in the canopy, with an understory dominated by saw palmetto. Other native plants include gallberry, fetterbush, rusty fetterbush, red bay, dahoon holly, grapevine and smilax vine. Exotic plants within the pine flatwood area include earleaf acacia and Brazilian pepper.

This habitat is very low quality due to the suppression of wildfire and the lack of other land management efforts for what appears to be several decades. As a result, the forest floor contains no native groundcover (such as grasses and herbs), and instead is covered by a dense layer of pine needles and acacia leaves. The lack of open grass areas greatly reduce the likelihood that the pine flatwood area is used by wildlife. Although not ideal habitat for the state protected gopher tortoise, the margins of this habitat provide potential burrowing opportunities for this species. The mature pine trees could provide nesting and foraging opportunities for songbirds and raptors, as well.

#422 – Brazilian Pepper

There is a sliver of Brazilian pepper behind the existing industrial building as well as along the northeast property line. The Brazilian pepper tree is a very aggressive plant not native to Florida. It typically dominates a landscape, preventing more desirable native vegetation from establishing. The opportunity for wildlife to inhabit the Brazilian pepper areas on-site is very low.

#740 – Disturbed Lands

This FLUCCS category is typically reserved for areas which have been impacted by anthropogenic activities. In the case of the Ross PUD site, this category is being used to classify those area within the wooded portion of the site that are dominated by the exotic earleaf acacia tree. This tree, like the Brazilian pepper, tends to dominate the landscape and shade out the forest floor, preventing more desirable native species from establishing. Some of the 740 area possess this characteristic, but the majority of it contains a native understory component, as well, consisting of saw palmetto. Therefore, wildlife opportunities within this land cover category are limited, but not completely

eliminated. As with the pine flatwoods, gopher tortoises may use these areas for burrowing and foraging.

LISTED WILDLIFE SPECIES -

As mentioned above, due the types of upland areas found on-site, observations were made for the presence and/or potential presence of listed species on-site. Specifically, observations for gopher tortoises, a state threatened species, and their potentially active burrows were made during the November 2016 investigation of the project site. One (1) potentially occupied gopher tortoise burrow was observed within the eastern edge of the project site. A gopher tortoise survey covering 100% of the habitat found on-site must be conducted within 90 days prior to proposed land alterations. All potentially occupied burrows must be excavated and the captured tortoises relocated in accordance with current Florida Fish and Wildlife Conservation Commission (FWC) rules.

The subject property contains mature slash pines that could provide potential nesting opportunities for the bald eagle and is located within a few miles of major foraging areas, such as the North Fork of the St. Lucie River and numerous regional and local waterways. However, no bald eagles were observed perched on-site or flying in the vicinity of the site and no bald eagle nests were observed on-site at the time of the field investigation.

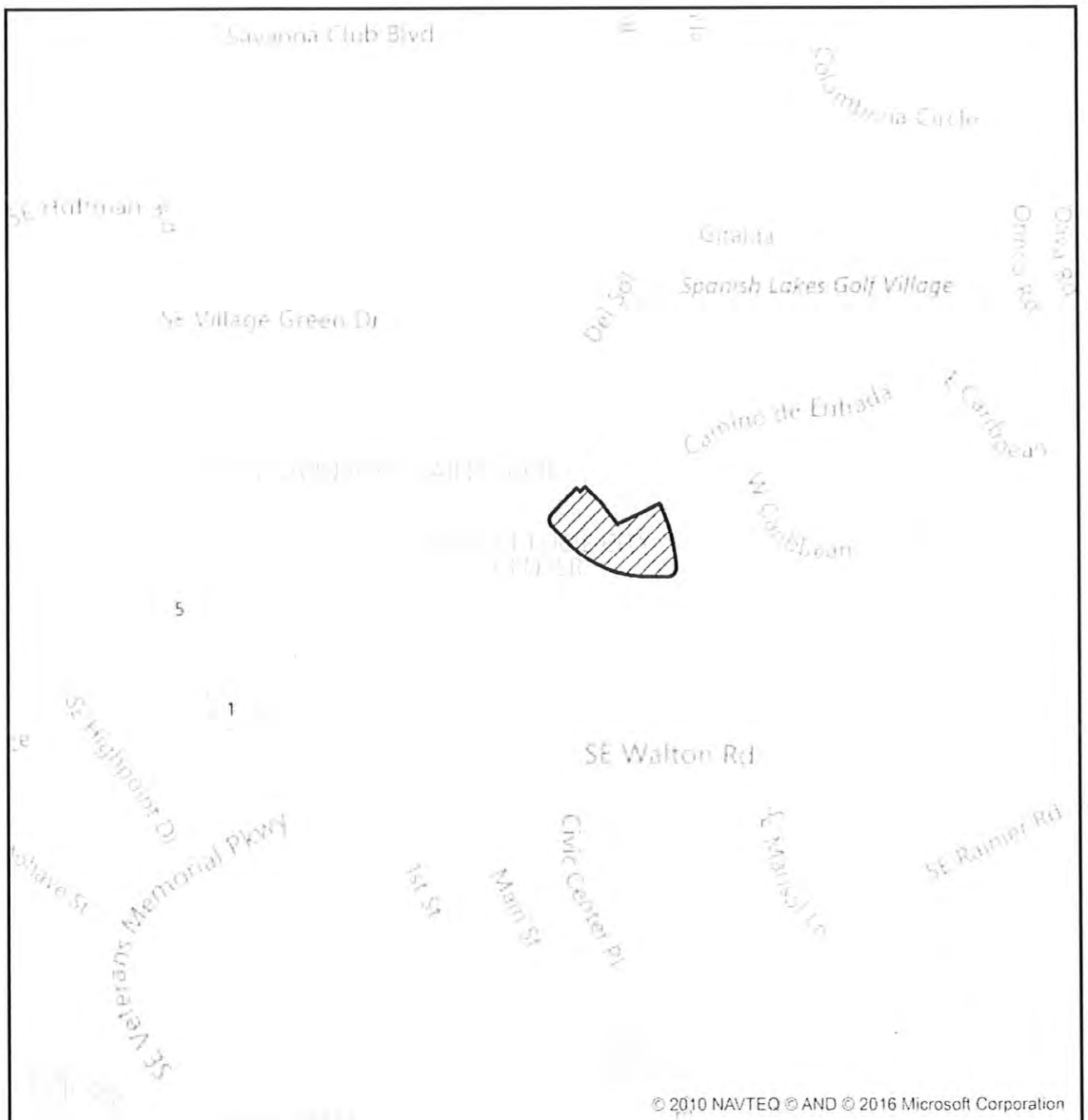
Although the site is within core foraging areas for several listed wading birds, there is no foraging habitat (aquatic resources) on-site.

Non-listed wildlife observed within the project site included mockingbirds and blue jays within the laurel oaks and slash pines.

APPENDIX A

Maps and Figures:

Figure 1: Location Map
Figure 2: USGS Quadrangle Map
Figure 3: Aerial Photograph
Figure 4: FLUCCS Map



LEGEND

▨ - SITE (5.3+/- AC)

0 1,000 Feet

N

ROSS PUD
LOCATION MAP

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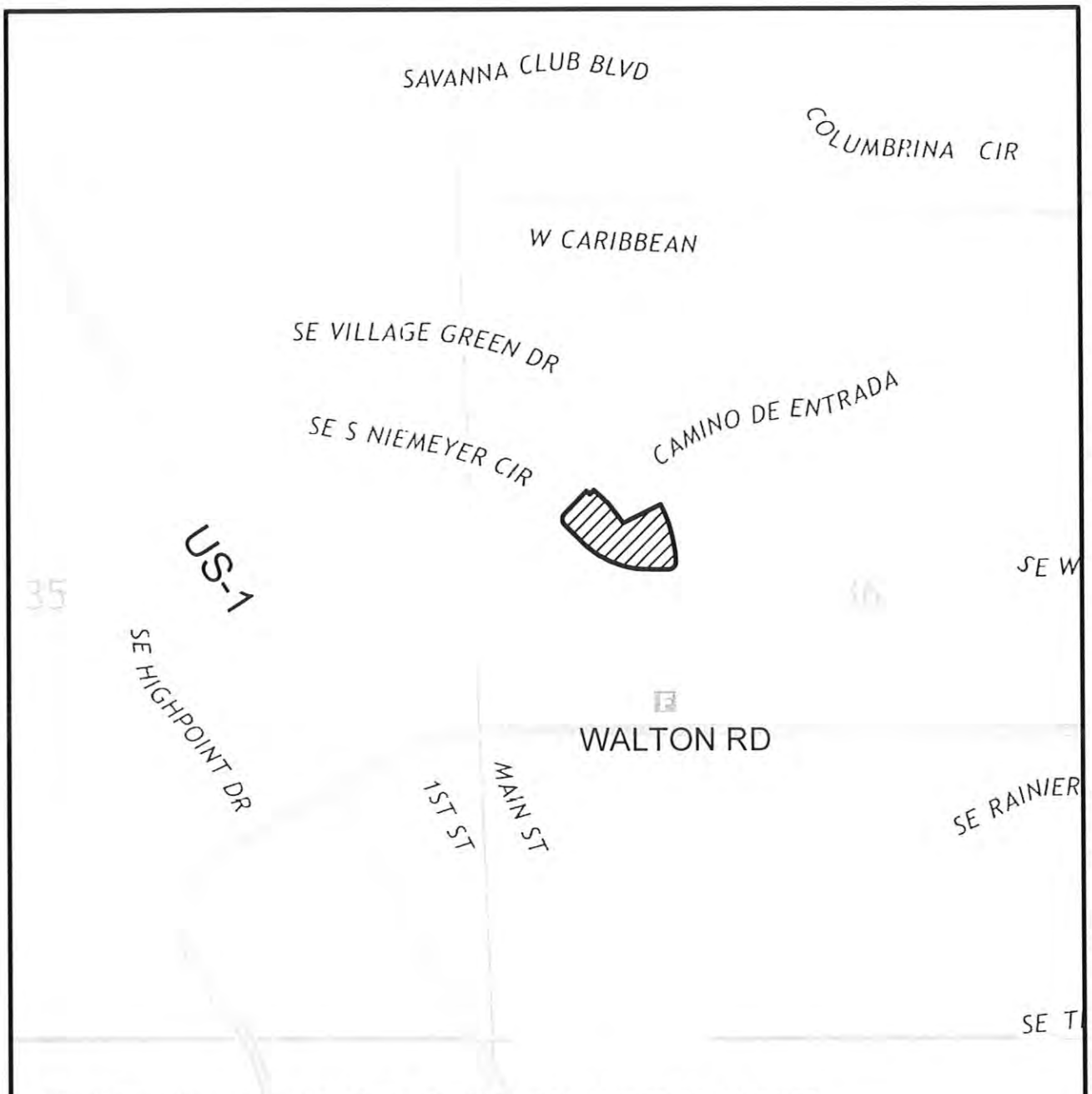
FIGURE

1



USGS 2015 QUAD MAP "ANKONA", SECTION 36, TOWNSHIP 36 SOUTH, RANGE 40 EAST, CITY OF

LEGEND

0 1000

SCALE IN FEET

ROSS PUD

2015 QUAD

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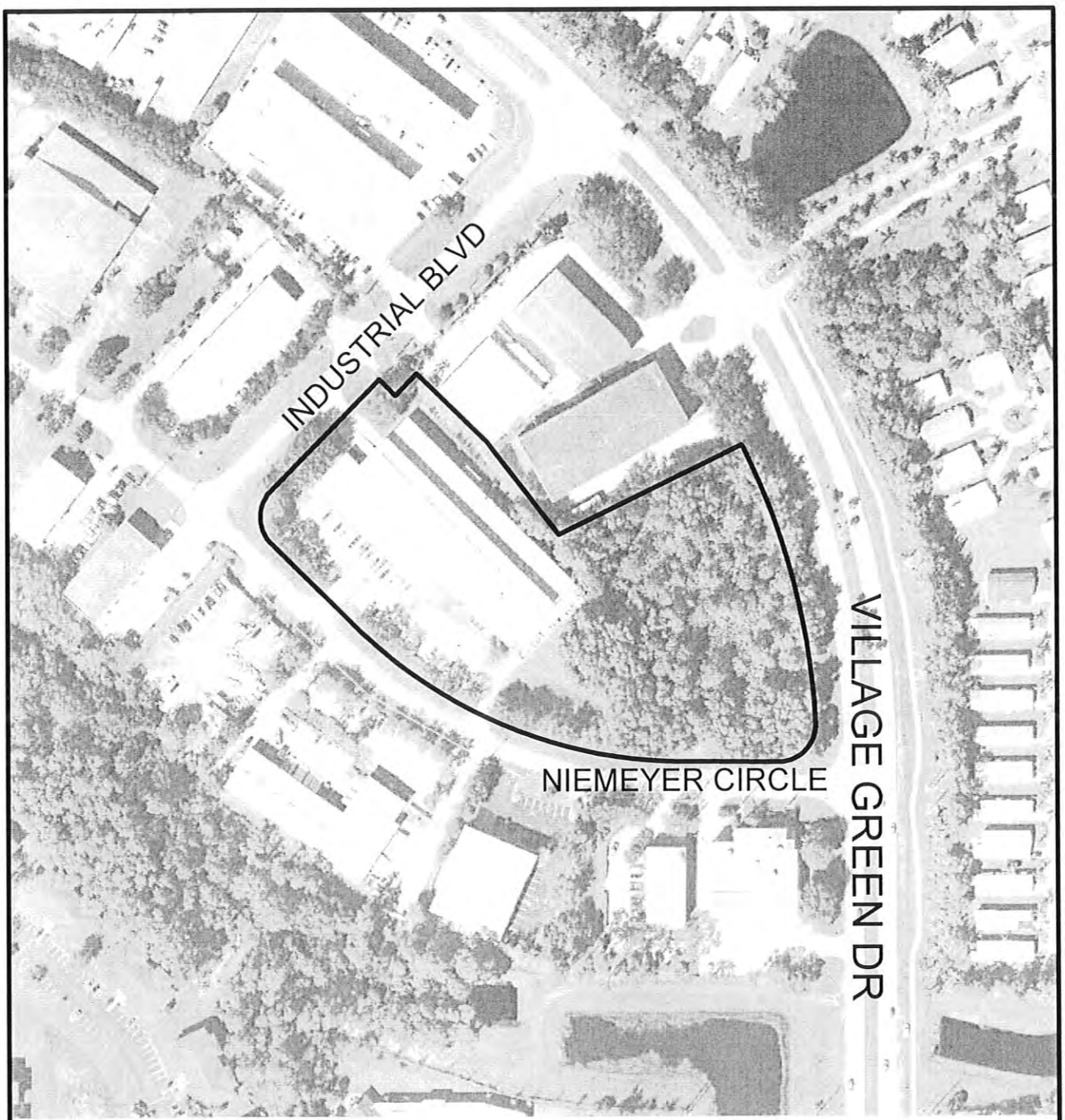
FIGURE

2

Ross PUD.dwg 2015 QUAD



FDOT AERIAL DATED 2016

0 200
SCALE IN FEET

ROSS PUD

AERIAL

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STUART, FL 34996
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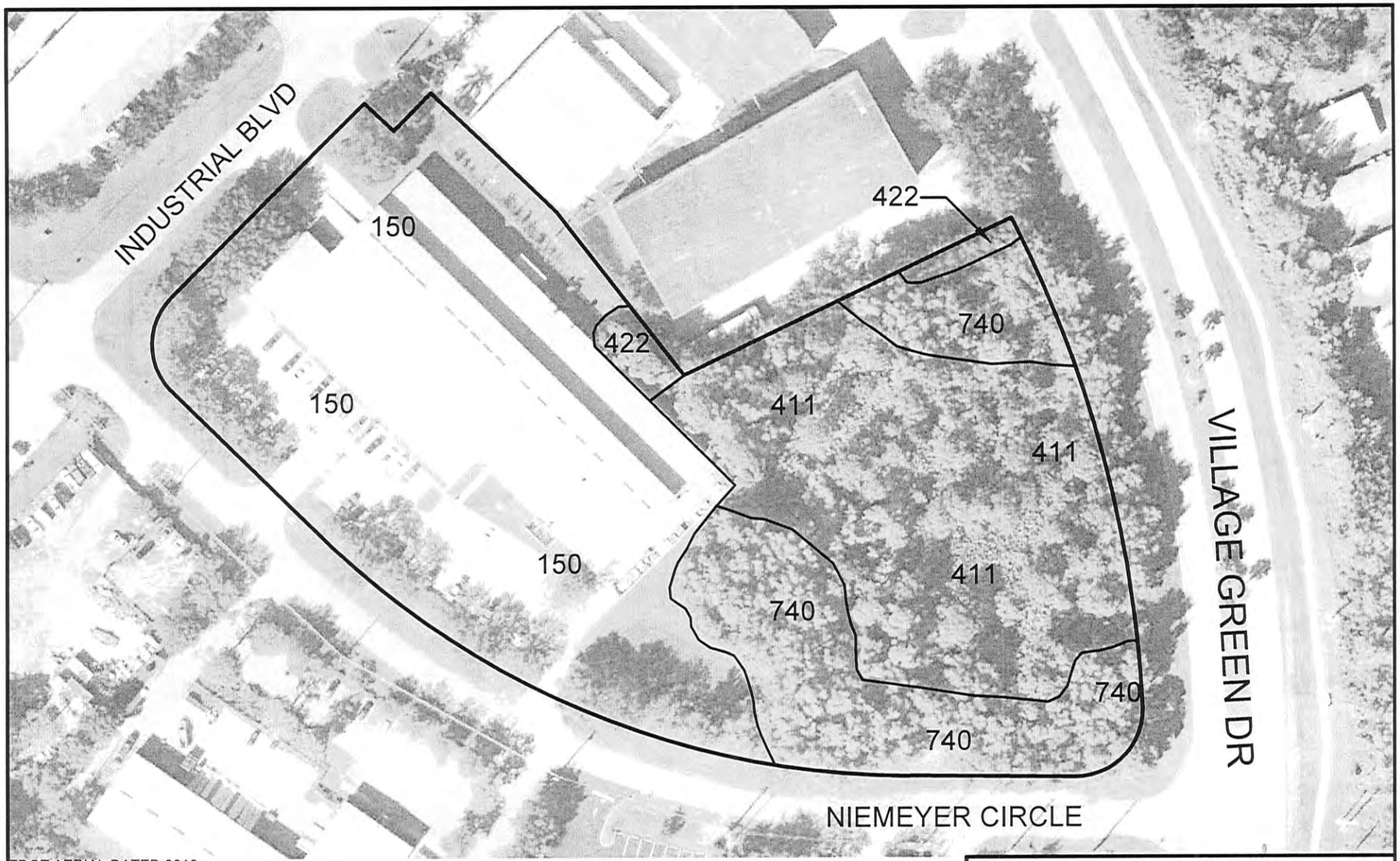
NOV 2016

FIGURE

3

Ross PUD.dwg AERIAL



FDOT AERIAL DATED 2016

0 100
SCALE IN FEET

LEGEND

150 - INDUSTRIAL (2.7± AC)
411 - PINE FLATWOODS (1.5± AC)
422 - BRAZILIAN PEPPER (0.1± AC)
740 - DISTURBED LANDS (1.0± AC)
TOTAL SITE (5.3± AC)

ROSS PUD FLUCCS

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NOV 2016
FIGURE
4

Ross PUD.dwg FLUCCS

APPENDIX B

USDA/NRCS Soil Survey Report

United States Department of Agriculture

NRCS

Natural Resources Conservation Service

A product of the National Cooperative Soil Survey, a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local participants

Custom Soil Resource Report for St. Lucie County, Florida

Ross PUD

November 2, 2016

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (http://offices.sc.egov.usda.gov/locator/app?agency=nrcs) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Soil Map.....8
Legend.....9
Map Unit Legend.....10
Map Unit Descriptions.....10
St. Lucie County, Florida.....12
50—Waveland and Immokalee fine sands.....12
References.....15

How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map

MAP LEGEND

Area of Interest (AOI)

Area of Interest (AOI)

Soils

Soil Map Unit Polygons

Soil Map Unit Lines

Soil Map Unit Points

Special Point Features

Blowout

Borrow Pit

Clay Spot

Closed Depression

Gravel Pit

Gravelly Spot

Landfill

Lava Flow

Marsh or swamp

Mine or Quarry

Miscellaneous Water

Perennial Water

Rock Outcrop

Saline Spot

Sandy Spot

Severely Eroded Spot

Sinkhole

Slide or Slip

Sodic Spot

Spoil Area

Stony Spot

Very Stony Spot

Wet Spot

Other

Special Line Features

Water Features

Streams and Canals

Transportation

Rails

Interstate Highways

US Routes

Major Roads

Local Roads

Background

Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL: http://websoilsurvey.nrcs.usda.gov
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 8, Nov 19, 2015

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Feb 14, 2015—May 8, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

St. Lucie County, Florida (FL111)			
Map Unit Symbol	**Map Unit Name**	**Acres in AOI**	**Percent of AOI**
50	Waveland and Immokalee fine sands	5.3	100.0%
Totals for Area of Interest		**5.3**	**100.0%**

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

St. Lucie County, Florida

50—Waveland and Immokalee fine sands

Map Unit Setting

National map unit symbol: 1jpwd
Elevation: 20 to 200 feet
Mean annual precipitation: 49 to 58 inches
Mean annual air temperature: 70 to 77 degrees F
Frost-free period: 350 to 365 days
Farmland classification: Not prime farmland

Map Unit Composition

Immokalee and similar soils: 44 percent
Waveland and similar soils: 44 percent
Minor components: 12 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Immokalee

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 6 inches: fine sand
E - 6 to 35 inches: fine sand
Bh - 35 to 54 inches: fine sand
Cg - 54 to 72 inches: fine sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately high to high (0.57 to 1.98 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Low (about 5.3 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: B/D
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Description of Waveland

Setting

Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Parent material: Sandy marine deposits

Typical profile

A - 0 to 4 inches: fine sand
Eg - 4 to 32 inches: sand
Bh1 - 32 to 40 inches: loamy sand
Bh2 - 40 to 53 inches: sand
Cg1 - 53 to 66 inches: sand
Cg2 - 66 to 80 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: 31 to 50 inches to ortstein
Natural drainage class: Poorly drained
Runoff class: High
Capacity of the most limiting layer to transmit water (Ksat): Moderately low to moderately high (0.06 to 0.20 in/hr)
Depth to water table: About 6 to 18 inches
Frequency of flooding: None
Frequency of ponding: None
Salinity, maximum in profile: Nonsaline to very slightly saline (0.0 to 2.0 mmhos/cm)
Sodium adsorption ratio, maximum in profile: 4.0
Available water storage in profile: Very low (about 0.8 inches)

Interpretive groups

Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 4w
Hydrologic Soil Group: C/D
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Minor Components

Lawnwood

Percent of map unit: 3 percent
Landform: Marine terraces on flatwoods
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

Electra

Percent of map unit: 3 percent
Landform: Knolls on marine terraces, rises on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex

Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises and knolls of mesic uplands (G156BC131FL)
Hydric soil rating: No

Jonathan

Percent of map unit: 3 percent
Landform: Knolls on marine terraces, ridges on marine terraces
Landform position (three-dimensional): Interfluve
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on rises, knolls, and ridges of mesic uplands (G156BC121FL)
Hydric soil rating: No

Salerno

Percent of map unit: 3 percent
Landform: Flatwoods on marine terraces
Landform position (three-dimensional): Talf
Down-slope shape: Convex
Across-slope shape: Linear
Other vegetative classification: Sandy soils on flats of mesic or hydric lowlands (G156BC141FL)
Hydric soil rating: No

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City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING AND ZONING BOARD - MEETING OF NOVEMBER 1, 2016**

FROM: **BRIDGET KEAN, CRA DIRECTOR** BK

RE: **REZONING APPLICATION**
PROJECT NO P16-164
ROSS MIXING PUD REZONING

DATE: **OCTOBER 19, 2016**

APPLICANT: Sabine Marcks of Land Design Associates, LLC, is acting as the agent for the property owner.

OWNERS: Ross Mixing, Inc.

LOCATION: The property is located at the north side of South Niemeyer Circle between Industrial Boulevard and S.E. Village Green Drive.

LEGAL DESCRIPTION: The legal description is Lots 3, 4, 5, 6, and 7, Block 19, First Replat Port St. Lucie Industrial Park Unit One.

SIZE: 5.27 acres, more or less

EXISTING ZONING: Warehouse Industrial Zoning District (WI)

EXISTING USE: Existing 44,307 square foot manufacturing facility and vacant undeveloped land

REQUESTED ZONING: Planned Unit Development (PUD) Zoning District

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

SURROUNDING USES:

	Existing Use	Future Land Use	Zoning
North	Warehouse buildings	LI/CS	WI
South	Commercial Office building, auto repair, plumbing supply company, pool and fence business	LI/CS	WI and CS
East	Spanish Lakes Golf Village Mobile Home Community	LI/CS	RMH
West	Warehouse building	LI/CS	WI

PROPOSED USE: The proposed PUD will incorporate an existing manufacturing facility located on lots 5, 6, and 7 of Block 19, First Replat PSL Industrial Park Unit One with adjacent lots 3 and 4 of Block 19, First Replat PSL Industrial Park Unit One. All of the lots are currently zoned Warehouse Industrial. To accommodate future expansion, the property owner is applying to rezone the properties to PUD.

The existing Ross Mixing, Inc. manufacturing operation is located at 1249 SE Industrial Boulevard and has been in business at that location since 1987. In 1992, Ross Mixing, Inc. purchased the adjacent vacant lots 3 and 4 for future expansion. The company manufactures large industrial mixing, blending, drying and dispersion equipment. It represents a specialized type of manufacturing that is highly automated, requires large space for components, storage of inventory, and the use of cranes that run the length of the building in the manufacturing process. The company sells to private companies both domestic and foreign and the facility is not open to the public.

The purposes of the PUD rezoning designation are to allow for a reduction in the parking requirements and an increase in the maximum building height allowed by the Warehouse Industrial (WI) zoning designation. Section 158.135 (G) of the Zoning Code sets a maximum height of thirty-five (35) feet for property zoned WI. Section 158.221 (C) (12) of the Zoning Code requires one parking space for each five hundred (500) square feet of gross floor area for manufacturing and industrial activities.

The proposed PUD would allow for a parking ratio of 1 space for each 800 square feet of gross floor area for new development and a maximum height of forty-five (45) feet. A height increase is necessary to allow for the manufacturing of larger equipment and the transfer of loads between cranes.

The proposed permitted uses are: (1) Manufacturing, assembly warehousing, storing, processing and packaging goods and materials; (2) Research and Development Facility; (3) Warehouse; (4) Office space as needed in conjunction with the permitted uses. The proposed PUD would allow for up to 100,000 S.F. of manufacturing or an additional 55,695 square feet of building space.

HISTORY:

In 2008, Ross Mixing, Inc. applied for a site plan amendment to add an additional 11,400 square feet of manufacturing space in two phases. The additions brought the total square footage to 44,305 S.F. It includes 42,600 square feet dedicated to manufacturing and 1,705 square feet dedicated to associated office uses. The company has stated that its current operation in 44,305 S.F. of building space requires 37 employees.

On September 3, 2008, the Planning and Zoning Board approved a request for a variance of 35 parking spaces to the parking requirements set forth in Section 158.221 (C) (12) of the Zoning Code for the existing 44,305 S.F. building. The variance brought the required parking for the site plan amendment (P08 – 201) from 89 required parking spaces to 54 required parking spaces.

As stated under Section 158.170 (B) of the Zoning Code, planned unit developments are intended to be sufficiently flexible in structure so as to encourage creative and imaginative design in planning and development. Where there are conflicts between the requirements of the general provisions of the City's Land Development Regulations and the requirements established by official action in the PUD, the PUD requirements shall govern.

IMPACTS AND FINDINGS:

Land Use Consistency: As set forth in Policy 1.1.4.13 of the Future Land Use Element of the Comprehensive Plan, a Planned Unit Development Zoning District is compatible with all Future Land Use classifications depending on the range of permitted uses as part of the PUD Concept Plan. Section 158.172 (A) of the Zoning Code sets a minimum size of two acres for the establishment of a PUD. The proposed Ross Mixing PUD is approximately 5.27 acres.

Sewer/Water Service: The Port St. Lucie Utility Systems will provide water and sewer service.

Transportation: The site is currently accessed off Industrial Boulevard and Niemeyer Circle. An additional access point onto Village Green Drive is proposed as depicted on the Ross Mixing PUD Concept Plan. Transportation impacts and level of service requirements will be reviewed with the submittal of site plan application.

Environmental: The property is over two acres and an environmental assessment report is required prior to site plan approval. A preliminary environmental assessment report is included in the submittal packet. It identifies that the site contains approximately 0.92 acres of Pine Flatwoods, 1.75 acres of disturbed woods/open area, and no wetlands. The information will have to be confirmed in a revised environmental

assessment report prepared by a qualified ecologist, biologist, or equally qualified individual as set forth in Section 157.04 (A) of the Natural Resources Code. Such report will include a site survey for gopher tortoise and other endangered, threatened, or listed species. The revised environmental assessment report will identify the acreage subject to the City's upland habitat preservation requirements.

Other: The property is located in the City of Port St. Lucie Community Redevelopment Area (CRA) in the Port St. Lucie Industrial Park within the vicinity of U.S. 1 and S.E. Village Green Drive. The proposed PUD is consistent with Goal 8.2 of the Economic Development Element of the City's Comprehensive Plan. Goal 8.2 states that the City shall support the retention and growth of the industrial sector, the retaining of existing businesses and small firms, and actively seek to attract new industrial businesses.

STAFF RECOMMENDATION:

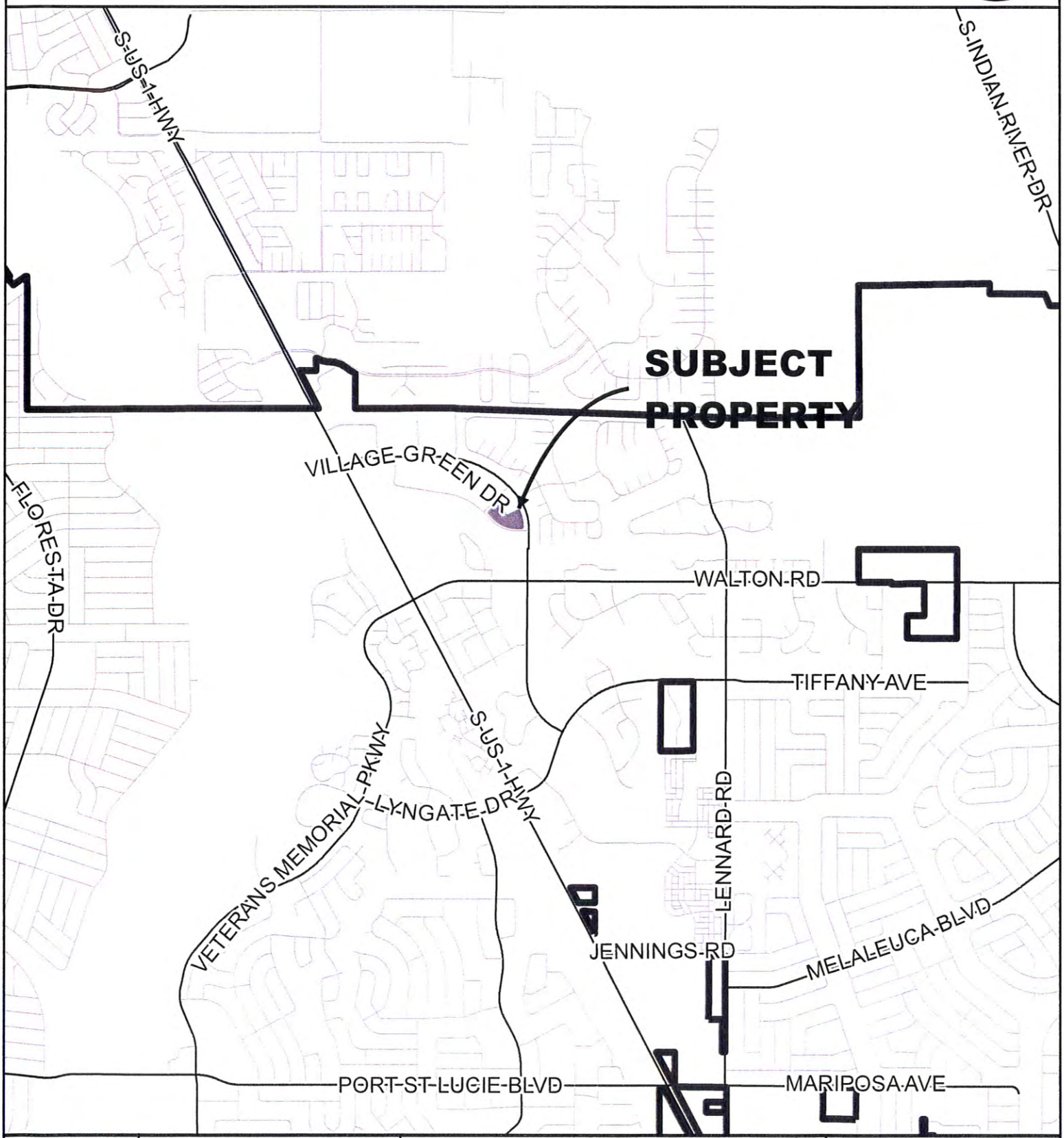
The Site Plan Review Committee reviewed the request at their meeting of October 12, 2016 and recommended approval. The Planning and Zoning Department finds the request to be consistent with the direction and intent of the City's Comprehensive Plan and the Planned Unit Development rezoning requirements of Article 10 of the Zoning Code and recommends approval.

PLANNING AND ZONING BOARD ACTION OPTIONS:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with changes
- Motion to recommend denial to the City Council

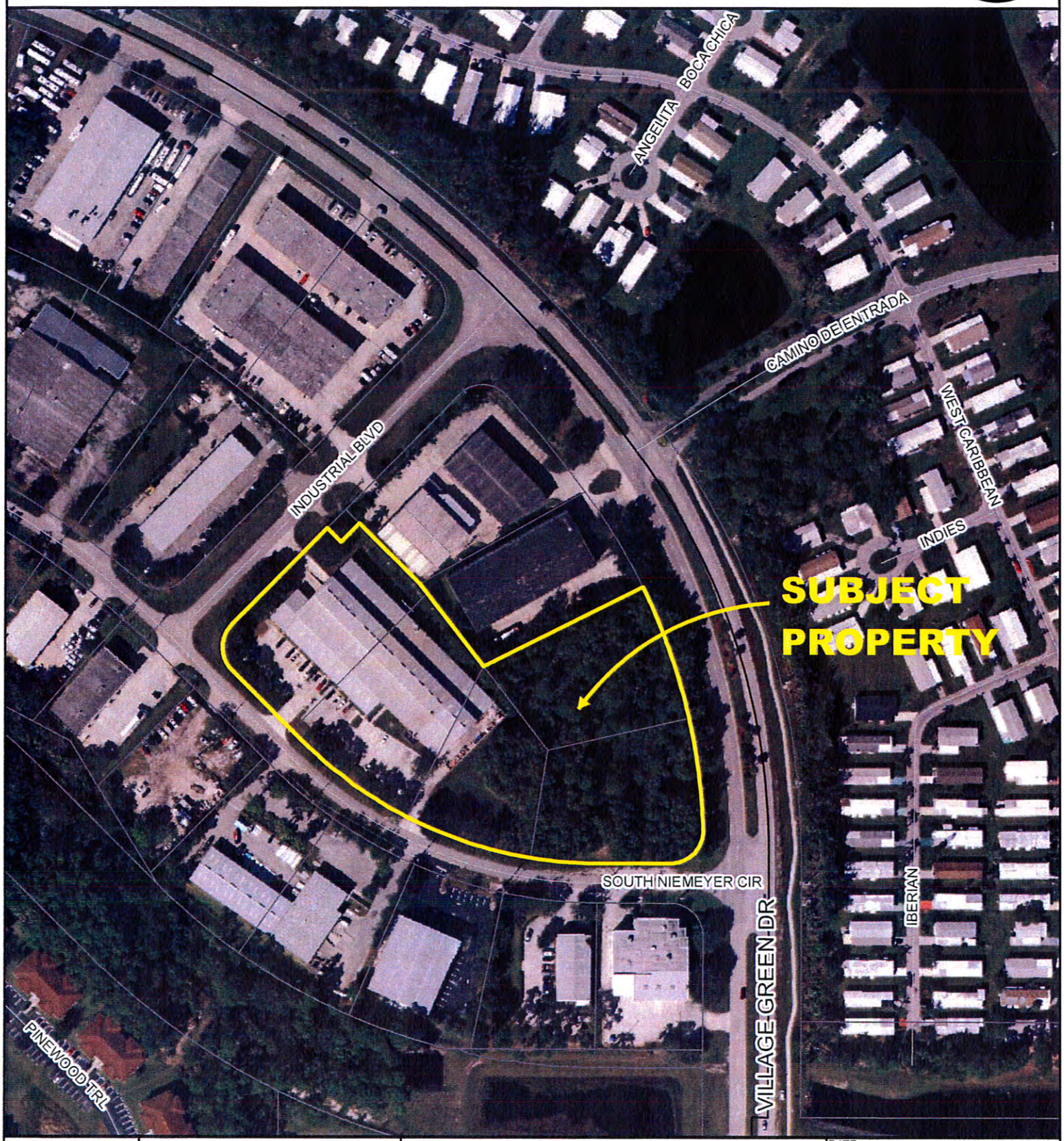
* Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



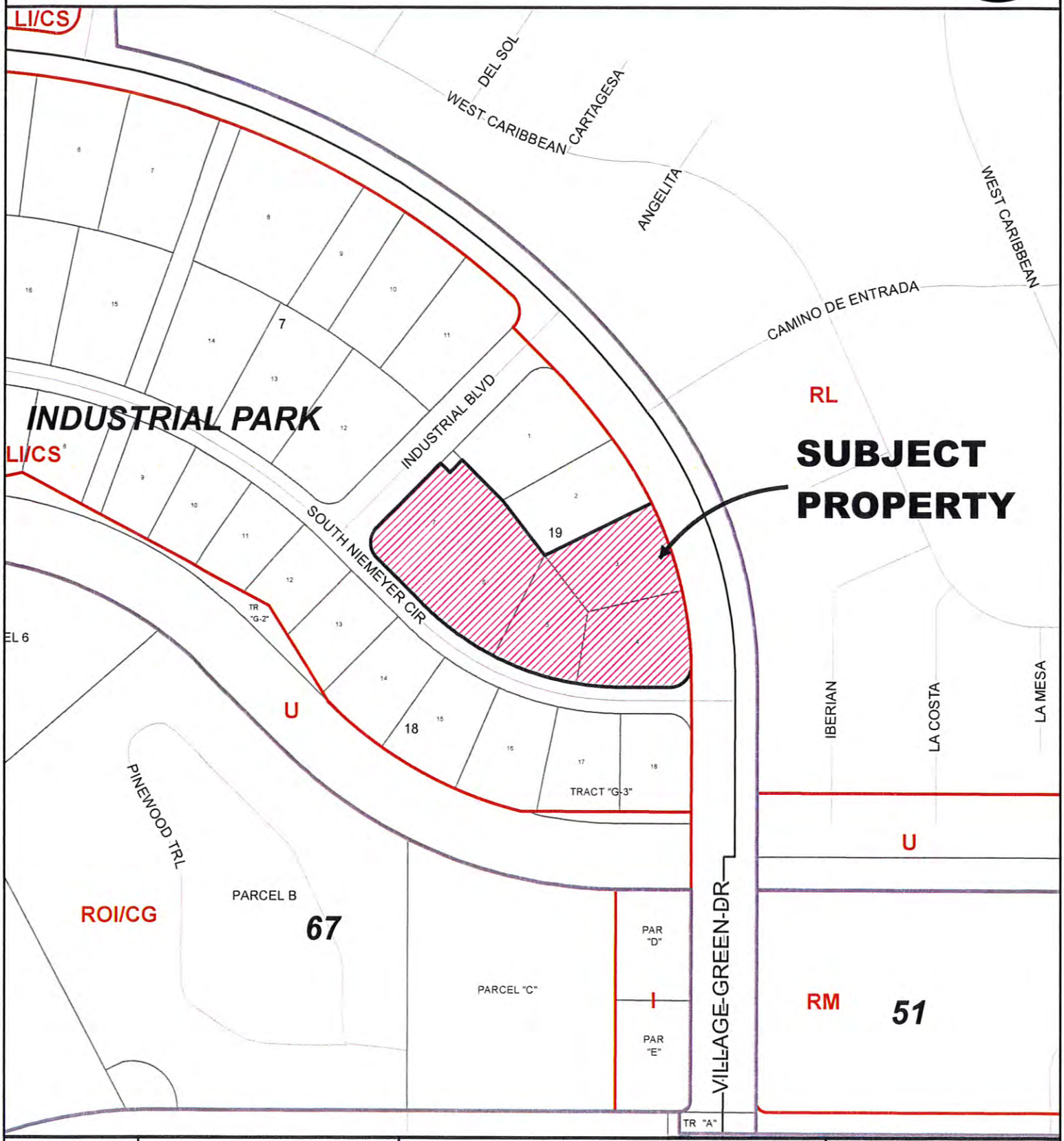
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD REZONING ROSS MIXING, INC. 1ST REPLAT PSL IND. PK., BL. 19, LOTS 3-7, U-1	DATE: 10/10/2016 APPLICATION NUMBER: P16-164 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL



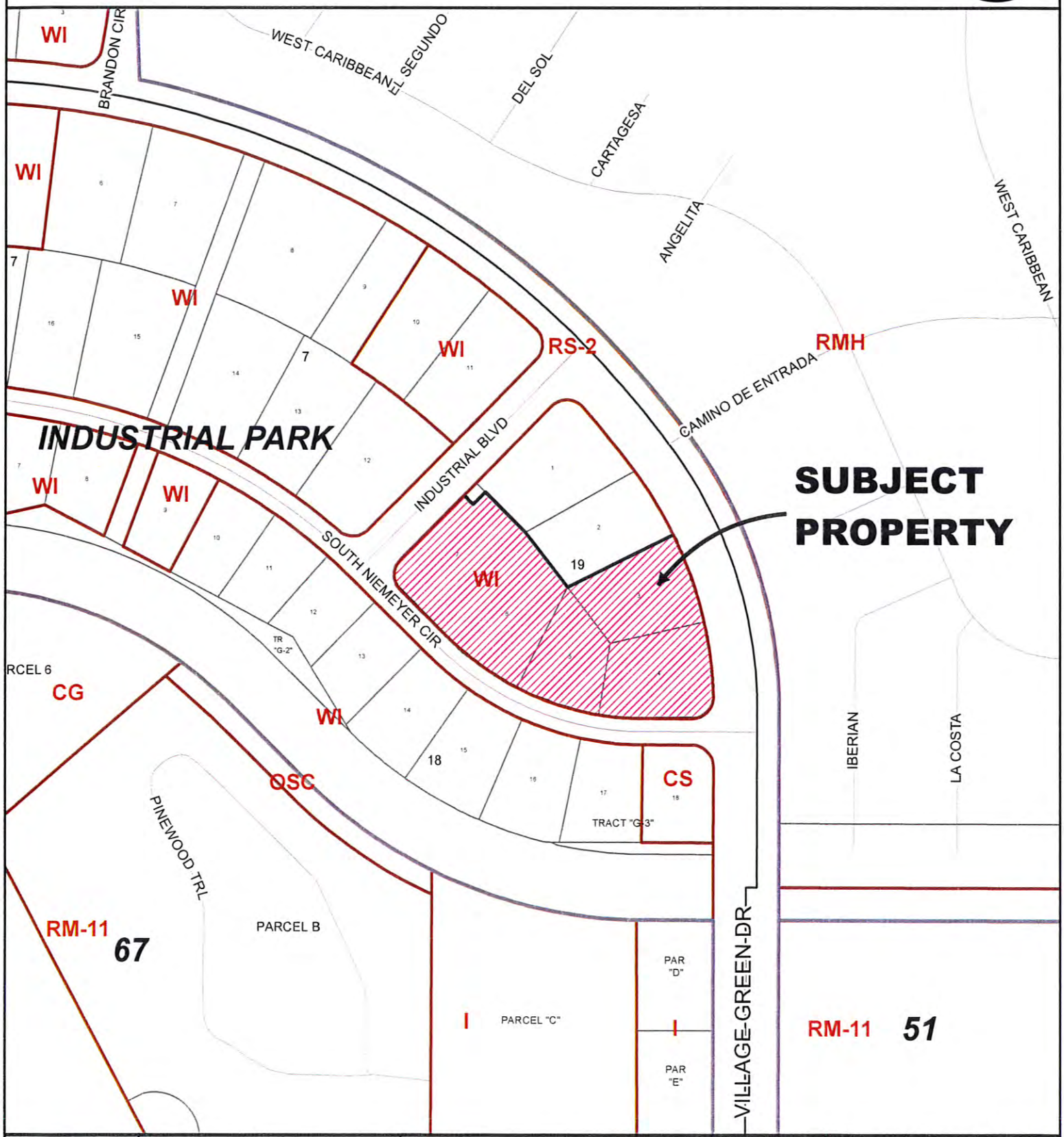
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD REZONING ROSS MIXING, INC. 1ST REPLAT PSL IND. PK., BL. 19, LOTS 3-7, U-1 AERIAL DATE 2014	DATE: 10/10/2016 APPLICATION NUMBER: P16-164 USER: patricias SCALE: 1 in = 200 ft

FUTURE LAND USE



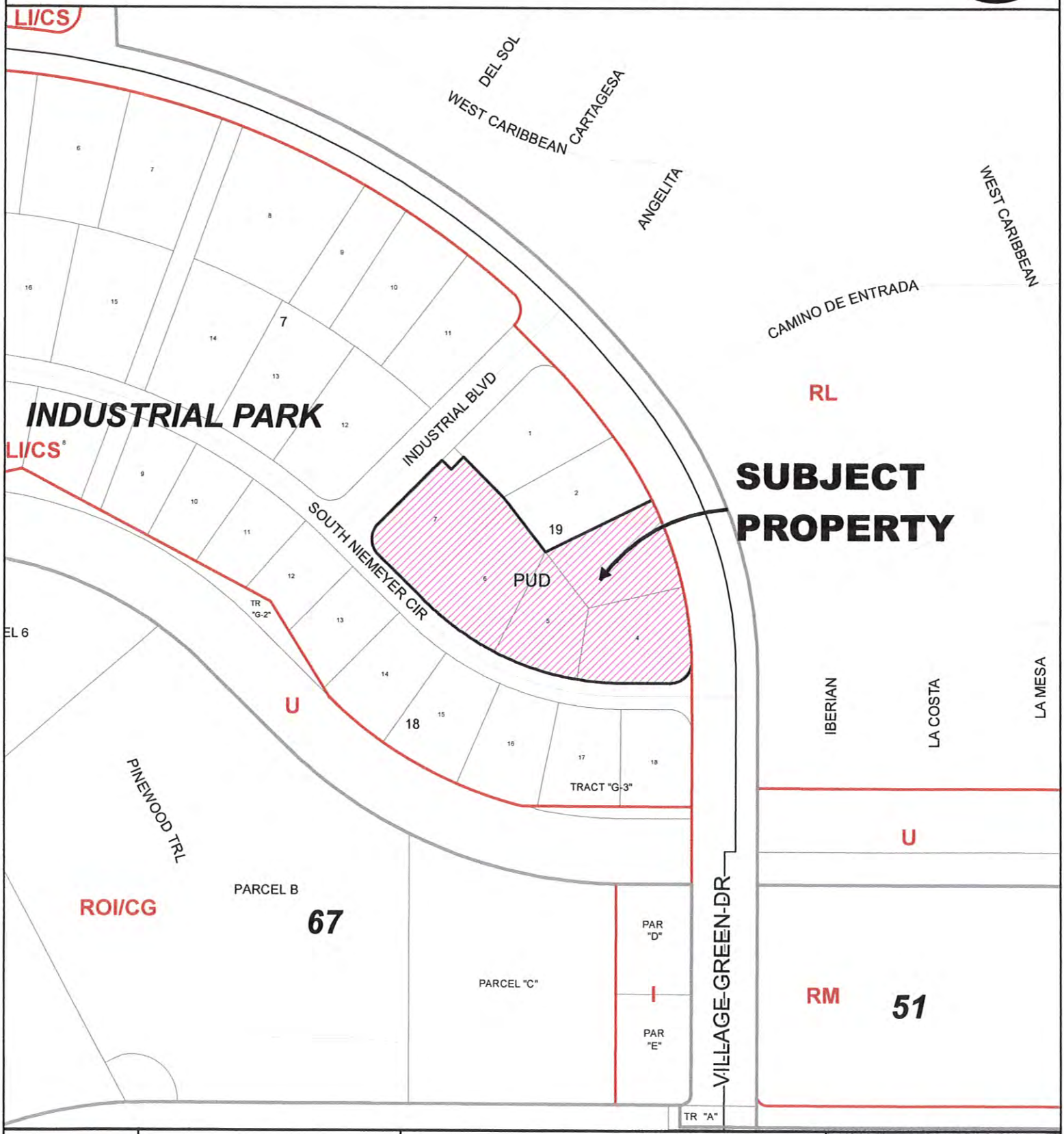
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD REZONING ROSS MIXING, INC. 1ST REPLAT PSL IND. PK., BL. 19, LOTS 3-7, U-1	DATE: 10/10/2016 APPLICATION NUMBER: P16-164 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD REZONING ROSS MIXING, INC. 1ST REPLAT PSL IND. PK., BL. 19, LOTS 3-7, U-1	DATE: 10/10/2016 APPLICATION NUMBER: P16-164 USER: patricias SCALE: 1 in = 300 ft

PROPOSED PUD ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	PUD REZONING ROSS MIXING, INC. 1ST REPLAT PSL IND. PK., BL. 19, LOTS 3-7, U-1	DATE: 10/20/2016 APPLICATION NUMBER: P16-164 USER: patricias SCALE: 1 in = 300 ft	

901617

This instrument prepared by
NED M. SHANDLOFF, ESQUIRE
1111 So. Bayshore Drive
Miami, Florida 33131

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED Made and entered this 20th day of June 1988 by GENERAL DEVELOPMENT CORPORATION, a corporation existing under the laws of Delaware, and having its principal place of business at 1111 South Bayshore Drive, Miami, Florida 33131, hereinafter called the Grantor to ROSS MIXING, INC., a Florida corporation, whose post office address is 6860 SE Harbor Circle, Sailfish Point, Stuart, Florida 33494, hereinafter called the Grantee.

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

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in St. Lucie County, Florida, viz.:

Lot 5, Block 19 of FIRST REPLAT IN PORT ST. LUCIE INDUSTRIAL PARK UNIT ONE, according to the plat thereof, as recorded in Plat Book 23, Pages 6, 6A through 6D of the Public Records of St. Lucie County, Florida. (hereinafter the "Subject Property.")

This Deed is executed subject to taxes and special assessments assessed for the year 1988 and all subsequent years and to conditions, easements, limitations and restrictions of record.

Grantee acknowledges that a Development of Regional Impact Scheduling Agreement dated February 10, 1978, and amended August 26, 1985, has been entered into between General Development Corporation and the Florida Division of State Planning. A Master Plan has been filed pursuant to said Agreement.

The Grantee's development and improvement of the Subject Property shall be in compliance with the Master Plan described above and on file with the Florida Division of State Planning as of the date of the recording of this Deed, or a revised Master Plan with which said Grantee is in agreement. Chapter 380, Florida Statutes, and Chapter 27 F, Florida Administrative Code, shall be applied to the Subject Property notwithstanding the existence of said Development of Regional Impact Scheduling Agreement, and said Grantee shall not be bound by any Development of Regional Impact filing commitments made by Grantor by virtue of said Agreement as distinguished from any legal responsibility imposed upon said Grantee by Chapter 380, Florida Statutes, and Chapter 27 F, Florida Administrative Code.

Further, the following restrictions shall remain in full force and effect for a period of twenty years from the date of recordation of this Deed:

1. Prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or future alterations or modifications, Grantee agrees that all plans and specifications for architectural and landscaping improvements shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetic functional and economic conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

2. The parties acknowledge and agree that the premises shall be used for the sole purpose of light industrial use. Real estate sales offices are specifically prohibited. Any modification or change in such use will require the consent and approval of Grantor.

If Grantor commences legal proceedings to enforce the provisions of either or both of the above restrictions, Grantee, its successors or assigns shall be obligated to pay Grantor's costs and legal expenses.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD THE SAME IN FEE SIMPLE FOREVER.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through the Grantor; and that said land is free of all encumbrances except as above set forth.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

GENERAL DEVELOPMENT CORPORATION

BY [signature]
HAROLD W. FENNO, SR. VICE PRES.

[signature]

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HAROLD W. FENNO, Senior Vice President of the corporation named as Grantor in the foregoing deed and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 20th day of June 1988.

My Commission Expires:

[signature]
NOTARY PUBLIC
State of Florida at Large

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BOOK 593 PAGE 1812

835980

This instrument prepared by:
NED M. SHANDLOFF, ESQUIRE
1111 So. Bayshore Drive
Miami, Florida 33131

10 50,

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED Made and entered this 6th day of July 1987 by GENERAL DEVELOPMENT CORPORATION, a corporation existing under the laws of Delaware, and having its principal place of business at 1111 South Bayshore Drive, Miami, Florida 33131, hereinafter called the Grantor, to ROSS MIXING, INC., a Florida corporation, whose post office address is P.O. Box 12308, Hauppauge, New York 11788-0615, hereinafter called the Grantee:

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

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof is hereby acknowledged by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee all that certain land situate in St. Lucie County, Florida, vis:

Lots 6 and 7, Block 19 of FIRST REPLAT IN PORT ST. LUCIE INDUSTRIAL PARK UNIT ONE, according to the plat thereof, as recorded in Plat Book 23, Pages 6, 6A through 6D of the Public Records of St. Lucie County, Florida.

This Deed is executed subject to taxes and special assessments assessed for the year 1987 and all subsequent years and to conditions, easements, limitations and restrictions of record.

Grantee acknowledges that a Development of Regional Impact Scheduling Agreement dated February 10, 1978, and amended August 26, 1985, has been entered into between General Development Corporation and the Florida Division of State Planning. A Master Plan has been filed pursuant to said Agreement.

The Grantee's development and improvement of this real property shall be in compliance with the Master Plan described above and on file with the Florida Division of State Planning as of the date of the recording of this Deed, or a revised Master Plan with which said Grantee is in agreement. Chapter 380, Florida Statutes, and Chapter 27-F, Florida Administrative Code, shall be applied to this real property notwithstanding the existence of said Development of Regional Impact Scheduling Agreement, and said Grantee shall not be bound by any Development of Regional Impact filing commitments made by Grantor by virtue of said Agreement as distinguished from any legal responsibility imposed upon said Grantee by Chapter 380, Florida Statutes, and Chapter 27-F, Florida Administrative Code.

Further, the following restrictions shall remain in full force and effect for a period of twenty years from the date of recordation of this Deed:

1. Prior to the commencement of construction of any kind, including but not limited to original construction and subsequent or future alterations or modifications, Grantee agrees that all plans and specifications for architectural and landscaping improvements shall be submitted for approval to Grantor. Grantor shall review the data submitted as to aesthetic functional and economic conformance with the area and its proposed development and Grantor agrees that such approval shall not be unreasonably withheld.

2. The parties acknowledge and agree that the premises shall be used for the sole purpose of light industrial use. Real Estate sales offices are specifically prohibited. Any modification or change in such use will require the consent and approval of Grantor, which consent will not be unreasonably withheld.

OR BOOK 549 PAGE 2289

If Grantor commences legal proceedings to enforce the provisions of either or both of the above restrictions, Grantee, its successors or assigns, shall be obligated to pay Grantor's costs and legal expenses.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, THE SAME IN FEE SIMPLE FOREVER.

AND the Grantor hereby covenants with said Grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming through the Grantor, and that said land is free of all encumbrances except as above set forth.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:

GENERAL DEVELOPMENT CORPORATION

BY: _____
HAROLD W. FENNO, SR. VICE PRES

Augusta M. Rodell

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared HAROLD W. FENNO, Senior Vice President of the corporation named as Grantor in the foregoing deed and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of July 1987.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. JULY 24,1990
BONDED THRU GENERAL INS. UND.

Augusta M. Rodell
NOTARY PUBLIC
State of Florida at Large

835980

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FILED AND RECORDED
DOUGLAS D. ... CLERK
ST. LUCIE COUNTY, FL

- 2 -

O.R. BOOK 549 PAGE 2290

Bridget Kean

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Monday, November 14, 2016 12:47 PM
To: Bridget Kean
Subject: RE: Ross Mixing ordinance

Approved. No changes.
Thanks.

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
ATTORNEYS AT LAW | Founded 1960

750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |33487
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: Bridget Kean [mailto:BKean@cityofpsl.com]
Sent: Monday, November 14, 2016 12:07 PM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: Ross Mixing ordinance

Hi Tom,
This ordinance went to P&Z in November. I'm not sure if you reviewed already or I send to you directly. Thanks.

Bridget Kean, AICP
Community Redevelopment Agency Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099
772-873-6489 (Phone) 772-871-5128 (Fax)

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: **November 28, 2016**

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

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

Agenda Item: Resolution: Verano PUD No. 1, Plat No. 17 – Final Subdivision Plat (P16-158) 16-R87

Submittal Date: 11/15/2016

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

BACKGROUND: Through this subdivision application, Verano is creating a total of 73 single family lots, a storm water management tract, and numerous open space tracts. This plat will also be creating two (2) road rights-of-way; Tivolo Way and Matera Way to provide access for these residential lots. This plat is also creating the right-of-way for Appian Way which will intersect with Visconti Way and will eventually cross the C-24 Canal.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution was approved as to form by attorney Thomas Mullin for City Attorney O. Reginald Osenton on November 8, 2016.

NOTICE/ADVERTISING: N/A

PLANNING AND ZONING BOARD: N/A

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: Verano is located north of the C-24 Canal, west of Interstate 95, east of Glades Cut-Off Road, and south of the Reserve DRI in unincorporated St. Lucie County.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/JF

RECEIVED
NOV 1 7 2016
CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R87

A RESOLUTION APPROVING AND ACCEPTING THE FINAL SUBDIVISION PLAT FOR VERANO P.U.D. NO. 1, PLAT NO. 17 (THE FINAL PLAT AND CONSTRUCTION PLANS) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA, ON THE REQUEST OF VERANO DEVELOPMENT, LLC, OF FLORIDA; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by Verano Development, LLC, to approve and accept the final plat and construction plans titled Verano P.U.D. No. 1, Plat No. 17, within the City of Port St. Lucie, Florida; and

WHEREAS, there are private improvements, i.e., roads, drainage, and utility facilities, to be constructed within the platted area by the developer; and

WHEREAS, a performance guarantee covering the cost of the improvements has been submitted to the City; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on September 28, 2016, recommended approval of the final plat and construction plans (P16-158); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the final plat and construction plans titled Verano P.U.D. No. 1, Plat No. 17, within the City of Port St. Lucie, Florida, said plat being offered by Verano Development, LLC, as owners and title holders of said

property and as prepared by Wilbur F. Devine, P.S.M. as designated on the attached said Plat.

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of November, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: CITY COUNCIL - MEETING OF NOVEMBER 28, 2016

FROM: JOHN FINIZIO, PLANNER

RE: VERANO PUD 1 PLAT NO. 17
FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-158

DATE: NOVEMBER 15, 2016

PROPOSED PROJECT: Through this subdivision application, Verano is creating a total of 73 single family lots, a storm water management tract, and numerous open space tracts. This plat will also be creating two (2) road rights-of-way; Tivolo Way and Matera Way to provide access for these residential lots. This plat is also creating the right-of-way for Appian Way which will intersect with Visconti Way and will eventually cross the C-24 Canal.

APPLICANT: Daniel Sorrow, Cotleur & Hearing, Inc. The authorization letter is attached to the staff report.

OWNER: Verano Development, LLC, c/o Robert Fromm.

LOCATION: Verano is located north of the C-24 Canal, west of Interstate 95, east of Glades Cut-Off Road, and south of the Reserve DRI in unincorporated St. Lucie County.

LEGAL DESCRIPTION: The legal description is included in the staff report.

SIZE: Approximately 34.29 acres.

EXISTING ZONING: PUD (Planned Unit Development), Verano PUD 1.

FUTURE LAND USE: RGC (Residential Golf Course).

EXISTING USE: Currently vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	RGC	PUD	Residential Lots
S	RGC	PUD	C-24 Canal
E	RGC	PUD	Residential Lots
W	RGC	PUD	WMT

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utilities Department, that is consistent with the adopted level of service, is required prior to issuance of building permits.

Transportation: The staff review indicates that this project will generate approximately 778 daily vehicle trips, 61 a.m. peak hour trips, and 79 p.m. peak hour trips (ITE, Land Use Code 210, Single Family Detached Housing) on the roads adjacent to the project (Tivolo Way, Caserta Way, Appian Way, and Visconti Way). Trip projections were calculated using the Institute of Transportation Engineers (ITE) "Trip Generation Manual, 8th Edition".

Parks/Open Space: The Development Order for the Verano DRI required: "No later than two years from the effective date of this resolution, the Developer shall submit a subdivision plat that includes dedication of at minimum 50 contiguous acres of property to the City of Port St. Lucie to be used as an active park site. This property shall contain no more than 2.5 acres of wetlands and be 95% usable land. The Developer may consider off-site donation or mitigation."

A preliminary subdivision plat for the 50 acre park site was submitted by the developer on July 16, 2008. The subdivision plat was reviewed at SPRC on August 13, 2008, where it was approved with the condition that dedication issues be resolved prior to proceeding to City Council. These conditions were never resolved and consequently, the application has expired. To meet the intent of the condition of the Development Order, this park site still needs to be subdivided and dedicated to the City.

Storm Water: The project includes a paving and drainage plan that is in compliance with the adopted level of service standard.

Solid Waste: Solid waste impacts are measured and planned based on population projections on an annual basis. There is adequate capacity available.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: Upland preservation/mitigation requirements for the Verano DRI are addressed in the Development Order.

The area that encompasses Verano PUD 1 is devoid of any upland habitat.

Public School Concurrency Analysis: Per Policy 2.4.2 (8): Exemptions of the City of Port St. Lucie Comprehensive Plan, developments of regional impact, as defined in Section 380.06, Florida Statutes, that received development orders prior to July 1, 2005 or had filed application for development approval prior to May 1, 2005, are exempt from school concurrency. As this DRI received development orders prior to July 1, 2005, it is exempt from school concurrency.

Other: To ensure that the required street trees do not cause any unnecessary damage to emergency vehicles, the height clearance for all street trees will have to be maintained at a height that is acceptable to the Fire District. Currently, this height is 14 feet.

Approval of this project is conditioned upon payment of all applicable City and County impact fees. This includes impact fees for City and County Roads, Parks and Recreation, Public Buildings, and Law Enforcement, in addition to County Schools, Libraries, and Fire/EMS Impact Fees.

Related Projects:

P16-075 Verano PUD 1 Plat No. 18 – Preliminary and Final Subdivision Plat Application. This application Verano re-platted a portion of Verano PUD 1 Plat No. 16 to create a total of 48 villa lots and several open space tracts. This application was approved by City Council on September 12, 2016.

P15-183 Verano PUD 1 Plat 17 Preliminary Plat Application. With this application Verano is creating 73 single family lots, water management tract, numerous open space tracts, and two road rights-of-way to provide access. This application was approved by City Council on January 25, 2016.

P15-172 – Verano PUD 1 Plat No. 15 – Final Subdivision Plat Application. This subdivision application will create 72 single family lots, numerous common area tracts, several storm water management tracts, and road rights-of-way for access to these lots. This application is still under review.

P15-123 – Verano PUD 1 Plat No. 16 – Preliminary and Final Subdivision Plat Application. This application created 51 single family lots, four (4) common area tracts, three (3) storm water management tracts, and two road rights-of-way for access. This application was approved by City Council on October 12, 2015.

P14-174 – Verano PUD 1 Plat No. 15 – Preliminary Subdivision Plat Application. Through this subdivision application, Verano is creating 72 single family lots, numerous common area (CA) tracts, and several storm water management tracts. This plat will also be extending Visconti Way and creating Caserta Way for access. This application was approved by City Council on February 23, 2015.

P14-126 – Verano PUD 1 Plat No. 14 – Preliminary and Final Subdivision Plat Application. This application created 34 single family lots, three (3) common area (CA) tracts, and one road tract. This application was approved by the City Council on October 27, 2014.

P14-045 – Verano PUD 1 Plat No. 13 – Preliminary and Final Subdivision Plat Application. This application created 42 single family lots, three (3) open space tracts, and one road tract (identified as Positano Way) to access these lots. This application was approved by City Council on July 28, 2014.

P14-033 – Verano Plat No. 12 – Final Subdivision Plat Application. This application platted a total of 48 residential lots, while extending Visconti Way for access. This application was approved by City Council on June 9, 2014.

P14-032 – Verano PUD 1 Amendment No 8. The main change in this amendment will be permitting single family residential lots to have a minimum width requirement of 42 feet. This application was approved by City Council on June 9, 2014.

P13-146 – Verano PUD Plat No. 11 Final Subdivision Plat Application. This application created 48 residential lots, and extended Ambrose Way to provide access for these lots. This application was approved by City Council on April 14, 2014.

P13-119 – Verano PUD 1 Plat No. 12 Preliminary Subdivision Plat Application. In essence, this application will be creating a total of 48 residential lots, while extending Visconti Way for access. This application was approved by City Council on November 25, 2013.

P13-058 – Verano PUD Plat No. 11 Preliminary Subdivision Plat Application. This application will create 48 residential lots, and extend Ambrose Way to provide access for these lots. This application was approved by City Council on July 22, 2013.

P13-009 – Verano PUD Plat No. 10 Preliminary and Final Subdivision Plat Application. This application created a total of 47 residential lots, and changed the access point to Capraia Island. This application was approved by City Council on May 13, 2013.

P11-090 – Verano PUD 1 – Plat No. 9 Final Subdivision Plat Application. This application created a total of 94 residential lots, while extending Visconti Way west to provide access to these lots. This application was approved by City Council on March 12, 2012.

P11-019 – Verano PUD 1 – Plat No. 9 Preliminary Subdivision Plat Application. This application created a total of 94 residential lots, while extending Visconti Way west to provide access to these lots. This application was approved by City Council on June 27, 2011.

P10-071 – Verano PUD 1 PUD Amendment No. 6. This amendment amended Exhibits 6B to match the list of Permitted, Accessory and Special Exception uses that may be located within the commercially classified area, and 6C to clarify restrictions of use in the Light Industrial land use areas. This amendment was approved by City Council on October 11, 2010.

P10-029 – Verano PUD Master Sign Program Amendment – This project made some minor amendments to the already established master sign program for the residential areas.

P10-07 – Verano Development/PSL Commercial Holdings DRI NOPC. This NOPC was the fourth amendment to the existing Development Order and proposed amendments to the project phasing plan, build out dates, and expiration dates. It also provided for a re-calculation of the trigger date for the six laning of the St. Lucie West/Reserve Blvd. and I 95 interchange area. This project was approved on June 14, 2010.

P08-162 – Verano PUD Master Sign Program/Residential – This project established the master sign program throughout the Verano DRI area. This project was approved by City Council on March 9, 2009.

P06-426 – Verano PUD 1, Phase 2, Plat No. 2. This project created roadways, the parcel for the community center, and residential lots. This project was approved by City Council on May 29, 2007.

STAFF RECOMMENDATION:

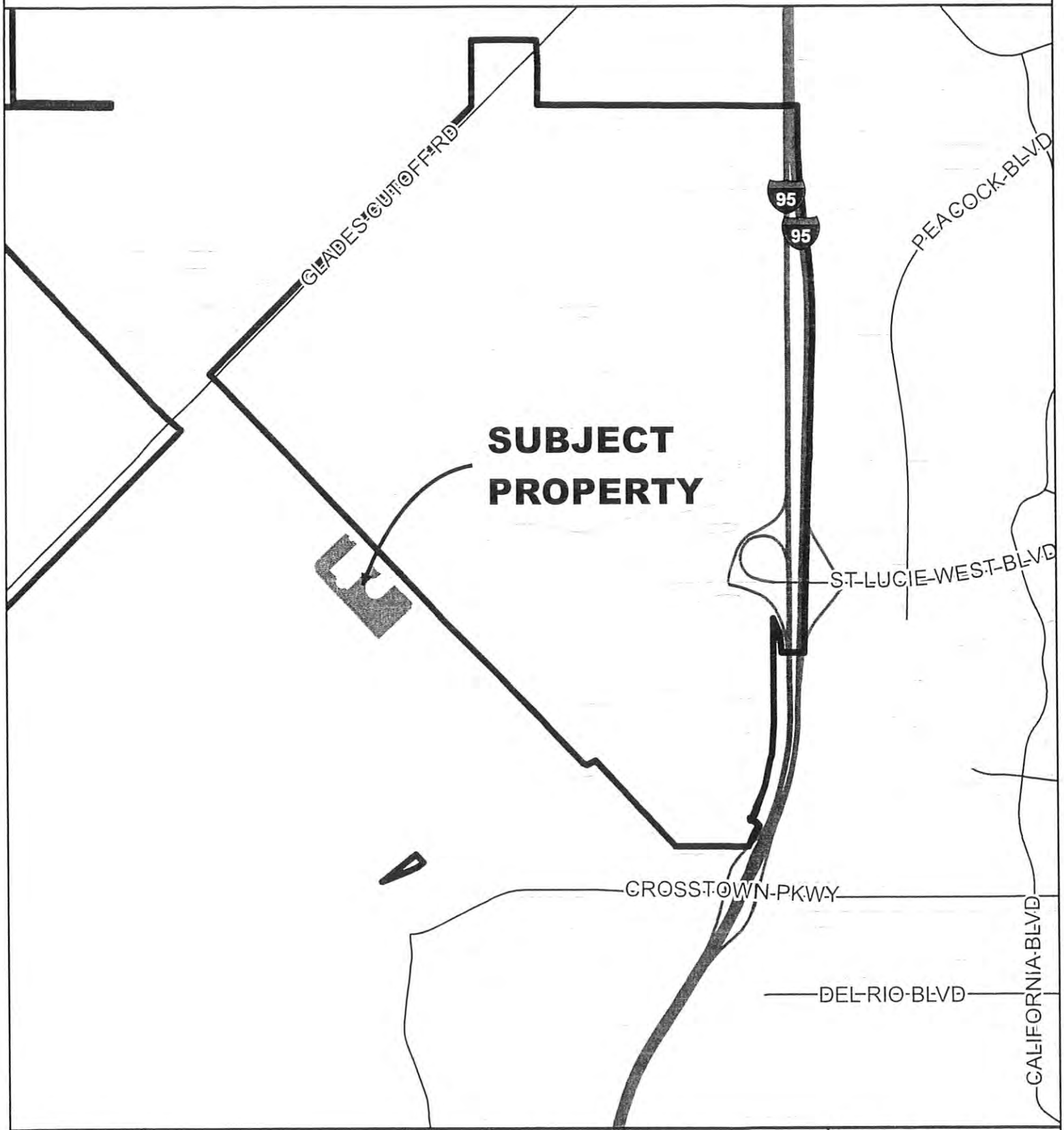
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, and City Subdivision Code. The Site Plan Review Committee reviewed the request on September 28, 2016 and recommended approval.

Planning and Zoning Board Action Options:

- Motion to recommend approval to the City Council
- Motion to recommend approval to the City Council with conditions
- Motion to recommend denial to the City Council

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

GENERAL LOCATION

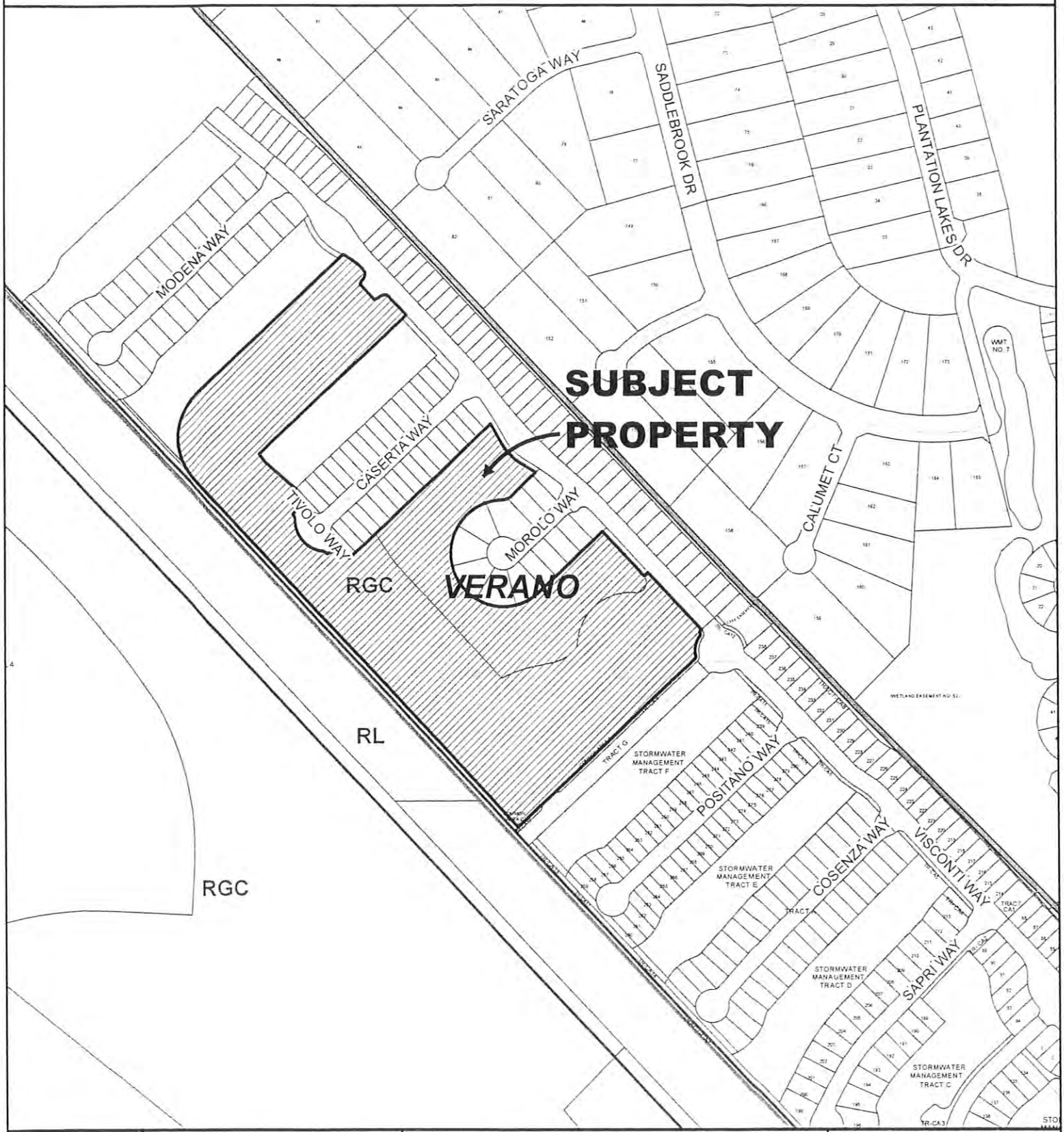


CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VERANO PUD VERANO PLAT NO. 17	DATE: 9/22/2016 APPLICATION NUMBER: P16-158 USER: patricias SCALE: 1 in = 0.5 miles

AERIAL

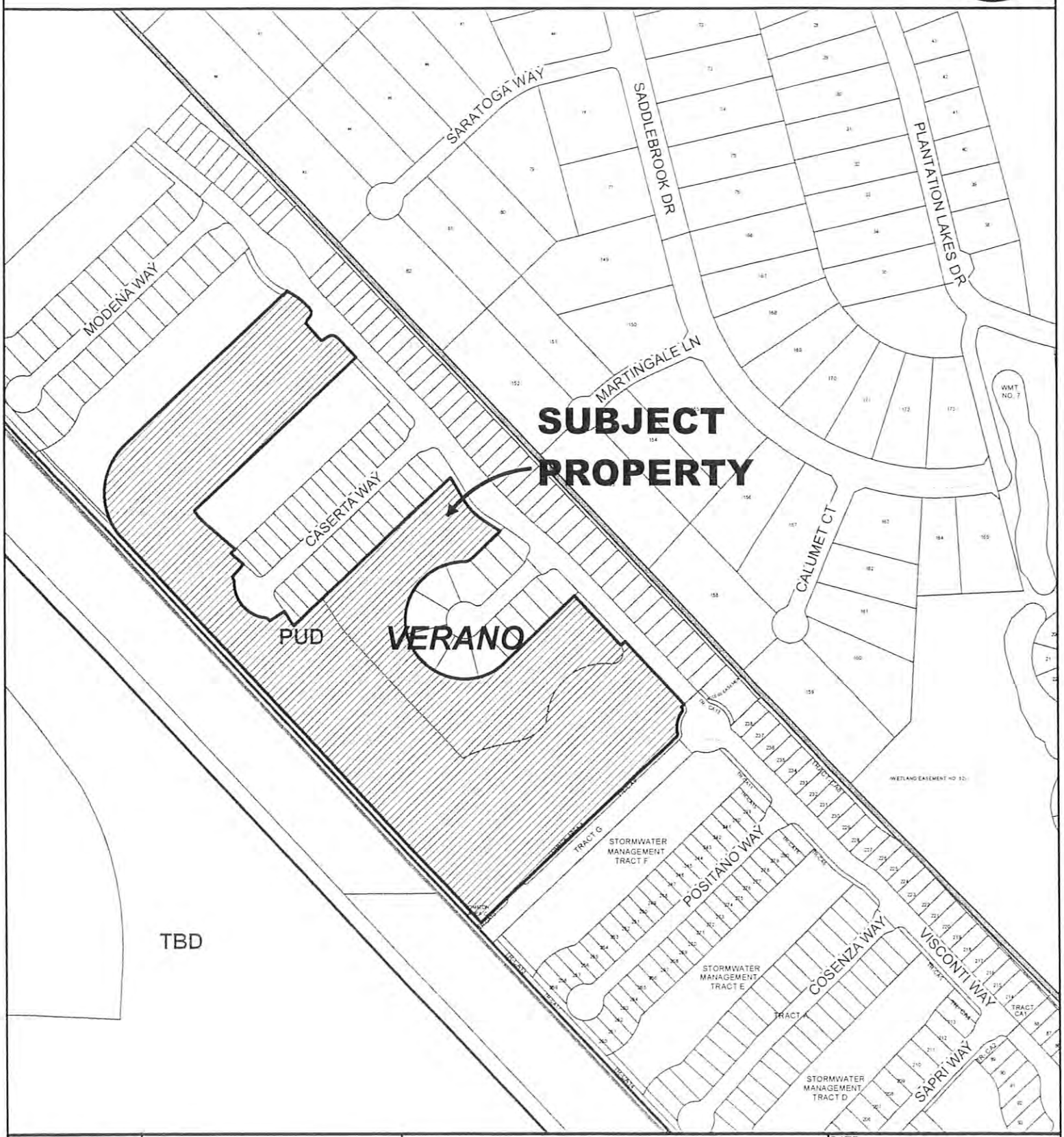
CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VERANO PUD VERANO PLAT NO. 17 AERIAL DATE 2014	DATE: 9/22/2016 APPLICATION NUMBER: P16-158 USER: patricias SCALE: 1 in = 400 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VERANO PUD VERANO PLAT NO. 17	DATE: 9/22/2016 APPLICATION NUMBER: P16-158 USER: patricias SCALE: 1 in = 496 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT VERANO PUD VERANO PLAT NO. 17	DATE: 9/22/2016 APPLICATION NUMBER: P16-158 USER: patricias SCALE: 1 in = 450 ft

SEP 07 2016

SUBDIVISION PLAT APPLICATION

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. P16-158
Fee (Nonrefundable)$ 3,535.00
Receipt # 111043

PRIMARY CONTACT EMAIL ADDRESS: Dsorrow@cotleur-hearing.com

PROJECT NAME: Verano PUD - Plat 17

LEGAL DESCRIPTION: (See attached)

LOCATION OF PROJECT SITE: Project is located on the north side of Crosstown Parkway, just west of I-95

PROPERTY TAX I.D. NUMBER:

CIRCLE ONE: ~~PRELIMINARY~~ FINAL PRELIMINARY & FINAL

PROPOSED USE: Single Family Residential

GROSS SQ. FT. OF STRUCTURE(S): N/A

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: N/A

UTILITIES & SUPPLIER: Water & Sewer - City of PSL, Power - FPL, Phone and CATV - Hometown Cable

GROSS ACREAGE & SQ. FT. OF SITE: 1,493,672.4 SF / 34.29 Ac.

FUTURE LAND USE DESIGNATION: RGC ZONING DISTRICT: PUD

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Verano Development, LLC c/o Robert Fromm
701 S. Olive Avenue, West Palm Beach, Fl 33401
PH: 772-429-3505 FAX: 772-429-3525

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Daniel Sorrow, Cotleur & Hearing, Inc.
1934 Commerce Lane suite 1, Jupiter, Fla. 33458
PH: 561-747-6336 FAX: 561-747-1377

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Bob Lawson, Arcadis-US, Inc.
2081 Vista Parkway, West Palm Beach, Fl. 33411

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.)
Engineering: Robert W. Lawson, P.E. No. 26640; Plat: Wilbur F. Divine, P.S.M., No. 4190 PH: 561-697-7000, Fax:561-697-7751

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT . ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
Robert L Fromm	ROBERT L FROMM	DIRECTOR OF CONSTRUCTION	8/31/16

VERANO®

Verano Property Owners Association, Inc.

July 21, 2010

City of Port St. Lucie
Planning and Zoning Department
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984

Re: LETTER OF AUTHORIZATION

To Whom It May Concern:

Please allow this letter to serve as authorization for Cotleur & Hearing, Inc and its staff to act as agents for the Common Areas owned by the Verano POA, Inc. in the Verano project in PGA, located at Crosstown Parkway and I-95 in the City of Port St. Lucie, Florida, for the purposes of obtaining approvals and permits from state and local government agencies regarding site plan, signage plan, subdivision plat and other similarly related modification applications.

Should you have any questions, please feel free to contact me at (772.468.4703)

Sincerely,

Robert Fromm

Robert Fromm
Verano POA, Inc.

State of Florida
St. Lucie County

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 21st day of July, 2010 by Mr. Robert Fromm, who is personally known to me.

Sonya M. Wisniewski
NOTARY PUBLIC

SONYA M. WISNIEWSKI
Comm# DD0669766
Expires 5/3/2011
Florida Notary Assn., Inc

SEAL

VERANO

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

Re: Verano Development

Please accept this letter as authorization for Robert Fromm, Director of Development, Verano Development, LLC to represent Verano Development, LLC in all matters related to the execution and delivery of any documents and instruments related to the Verano DRI.

Please contact me directly should you have any questions regarding this correspondence.

Sincerely,

Michael Clarke
Manager
Verano Development, LLC

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2809341 OR BOOK 502 PAGE 1008, Recorded 03/0 006 at 12:06 PM
Doc Tax: $353070.90

Prepared by and return to:
Paul K. Hines, Esq.
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive
Suite 500E
West Palm Beach, FL 33401

COPY

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, made this 28th day of FEBRUARY, 2006, by and between **Reserve Homes, Ltd., L.P.**, a Delaware limited partnership, whose address is 1601 Forum Place, Suite 805, West Palm Beach, Florida 33401 ("Grantor") and **Verano Development LLC**, a Delaware limited liability company, whose address is 1601 Forum Place, Suite 805, West Palm Beach, Florida 33401 ("Grantee").

WITNESSETH:

THAT Grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration, to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and sells to Grantee, its successors and assigns forever, the following described real property (the "**Property**"), situated in St. Lucie County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

SUBJECT TO:

1. Real estate taxes and assessments for the year 2006 and subsequent years.

2. Restrictions, reservations, limitations, easements of record, which reference shall not operate to reimpose the same, and zoning ordinances and other land use regulations affecting said property, if any.

TO HAVE AND TO HOLD the said Property in fee simple forever, together with all the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor warrants the title to said Property and will defend the same against the lawful claims of any persons whomsoever claiming by, through or under Grantor.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

Signed, sealed and delivered in the presence of:

Allison Barra
Print Name: Allison Barra

Vera Russell
Print Name: Vera Russell

RESERVE HOMES LTD., L.P., a Delaware limited partnership

By: Kolter Property Development, L.L.C., a Delaware limited liability company, its General Partner

By: Michael Clarke
Michael Clarke, Manager

STATE OF FLORIDA)
) s.s.
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me, the undersigned Notary Public, this 28 day of February, 2006, by Michael Clarke, as Manager of Kolter Property Development, L.L.C., a Delaware limited liability company, the General Partner of RESERVE HOMES LTD., L.P., a Delaware limited partnership, on behalf of said limited liability company and limited partnership, who is: [✓] personally known to me, or [ ] has produced _____ as identification.

(NOTARIAL SEAL)

Janet Kind
My Commission DD289533
Expires February 10, 2008

Janet Kind
Print or Stamp Name: Janet Kind
Notary Public - State of Florida
My Commission Expires: 2-10-08
Commission Number: DD289533

COPY

EXHIBIT "A"

PARCEL 1

COPY

WESTERN GROVE

TRACT ONE

A parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East; and Section 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right-of-way line of the Florida East Coast Railway Co. "Fort Pierce Cut-Off" Track as shown on Pages V. 3d/6 and V. 3d/7, dated February 1, 1950 with Tract Correct revision dated 4/28/67 and the Southwesterly right-of-way line of South Florida Water Management District Canal C-24; thence run South 44°46'01" West along said Southeasterly right-of-way line of the Florida East Coast Railway Co., a distance of 5069.40 feet to the West line of said Section 29; thence South 04°13'20" East, along said West line, a distance of 258.80 feet to the Northeast corner of said Section 31; thence South 89°40'25" West, along the North line of said Section 31, a distance of 312.03 feet to the aforesaid Southeasterly right-of-way line of the Florida East Coast Railway Co.; thence South 44°46'01" West, along said right-of-way line, a distance of 728.74 feet to the POINT OF BEGINNING; Thence, departing said right-of-way line, South 45°07'48" East, a distance of 3688.39 feet; thence South 34°54'59" East, a distance of 4767.41 feet to the northerly top of bank of the O. L. Peacock Canal; Thence along the northerly top of bank of said O.L. Peacock Canal South 74°05'51" West, a distance of 4714.77 feet; thence North 89°58'45" West, a distance of 5508.96 feet East right-of-way line of State Road S-609 as shown on the Florida Department of Transportation right-of-way map dated 11/5/64 and revised January 1965; Thence along said right-of-way line North 00°01'15" East, a distance of 2906.07 feet to the intersection with the South line of said Section 31; thence continue along said easterly right-of-way, North 00°08'55" West, a distance of 156.88 feet to the intersection with the aforesaid Southeasterly right-of-way line of the Florida East Coast Railway Co.; thence North 44°46'01" East, along said Southeasterly right- of-way line of the Florida East Coast Railway Co. a distance of 6673.84 feet to the POINT OF BEGINNING.

LESS AND EXCEPT Being a parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East and Sections 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows: COMMENCE at the Northeasterly corner of Grove 3, said lands described in Official Record Book 383, Page 1059, Public Records, St. Lucie County, Florida; thence South 74°03'19" West, along the Northerly line of said Grove 3, a distance of 4636.82 feet; thence North 16°48'28" West, departing said Northerly line, a distance of 52.70 feet; thence North 16°48'28" West, a distance of 63.64 feet; thence North 74°03'44" East, a distance of 67.81 feet; thence North 57°16'41" East, a distance of 51.67 feet; thence North 38°31'24" East, a distance of 73.78 feet; thence North 22°30'39" East, a distance of 50.98 feet to the POINT OF BEGINNING; Thence North 61°20'02" West, a distance of 1685.86 feet; Thence North 58°57'12" West, a distance of 127.57 feet; Thence North 49°19'49" West, a distance of 93.34 feet; Thence North 32°18'49" West, a distance of 178.91 feet; Thence North 25°32'27" West, a distance of 184.36 feet; Thence North 06°00'43" West, a distance of 118.58 feet; Thence North 22°50'28" East, a distance of 467.15 feet; Thence North 31°22'11" East, a distance of 93.05 feet; Thence North 40°40'44" East, a distance of 1124.23 feet; Thence North 44°11'03" East, a distance of 181.77 feet; Thence North 52°20'18" East, a distance of 81.27 feet; Thence South 48°56'38" East, a distance of 3272.46 feet; Thence South 09°19'30" West, a distance of 329.60 feet; Thence South 74°14'21" West, a distance of 1658.09 feet; Thence North 84°42'27" West, a distance of 125.75 feet to the POINT OF BEGINNING.

EXHIBIT "A"

PARCEL 1 (continued)

TRACT TWO

Being a parcel of land lying in Sections 31 and 32, Township 36 South, Range 39 East and Sections 5 and 6, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

COMMENCE at the Northeasterly corner of Grove 3, said lands described in Official Record Book 383, Page 1059, Public Records, St. Lucie County, Florida; thence South 74°03'19" West, along the Northerly line of said Grove 3, a distance of 4636.82 feet; thence North 16°48'28" West, departing said Northerly line, a distance of 52.70 feet; thence North 16°48'28" West, a distance of 63.64 feet; thence North 74°03'44" East, a distance of 67.81 feet; thence North 57°16'41" East, a distance of 51.67 feet; thence North 38°31'24" East, a distance of 73.78 feet; thence North 22°50'39" East, a distance of 50.98 feet to the POINT OF BEGINNING;

thence North 61°20'02" West, a distance of 1685.86 feet;
thence North 58°57'12" West, a distance of 127.57 feet;
thence North 49°19'49" West, a distance of 93.34 feet;
thence North 32°18'49" West, a distance of 178.91 feet;
thence North 25°32'27" West, a distance of 184.36 feet;
thence North 06°00'43" West, a distance of 118.58 feet;
thence North 22°50'28" East, a distance of 467.15 feet;
thence North 31°22'11" East, a distance of 93.05 feet;
thence North 40°40'44" East, a distance of 1124.23 feet;
thence North 44°11'03" East, a distance of 181.77 feet;
thence North 52°20'18" East, a distance of 81.27 feet;
thence South 48°56'38" East, a distance of 3272.46 feet;
thence South 09°19'30" West, a distance of 329.60 feet;
thence South 74°14'21" West, a distance of 1658.09 feet;
thence North 84°42'27" West, a distance of 125.75 feet to the POINT OF BEGINNING.

LESS AND EXCEPT A PARCEL OF LAND LYING IN SECTION 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE EAST LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 767, PAGE 2676, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA AND THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 548, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE NORTH 14°45'25" WEST, ALONG SAID EAST LINE OF FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 789.36 FEET; THENCE CONTINUE NORTH 01°58'48" WEST, ALONG SAID EAST LINE, A DISTANCE OF 235.96 FEET; THENCE NORTH 74°05'51" EAST, DEPARTING SAID EAST LINE, A DISTANCE OF 1124.39 FEET; THENCE SOUTH 15°54'09" EAST, A DISTANCE OF 1181.91 FEET TO SAID NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 2186, PAGE 548; SAID POINT

EXHIBIT "A"

PARCEL 1 (continued)

BEING A POINT ON A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 22,918.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 09°37'34" WEST; THENCE SOUTHWESTERLY ALONG SAID NORTH LINE AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°01'14", A DISTANCE OF 1208.23 FEET TO THE POINT OF BEGINNING. (Commercial Parcel in Western Grove)

AND LESS AND EXCEPT A PARCEL OF LAND LYING IN SECTION 4, 5 AND 6, TOWNSHIP 37 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO. "FORT PIERCE CUT-OFF" AS SHOWN ON PAGES V. 3D/6 AND V. 3D/7, DATED FEBRUARY 1, 1950 WITH TRACT CORRECT REVISION DATED 4/28/67 AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF SOUTH FLORIDA WATER MANAGEMENT DISTRICT CANAL C-24; THENCE RUN SOUTH 44°46'01" WEST ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO. 5069.40 FEET TO THE WEST LINE OF SECTION 29, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE SOUTH 04°13'20" EAST ALONG SAID WEST LINE 258.80 FEET TO THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 36 SOUTH, RANGE 39 EAST; THENCE SOUTH 89°40'25" WEST, ALONG THE NORTH LINE OF SAID SECTION 31, A DISTANCE OF 312.03 FEET TO SAID SOUTHEASTERLY RIGHT-OF-WAY LINE OF THE FLORIDA EAST COAST RAILWAY CO.; THENCE SOUTH 44°46'01" WEST, ALONG SAID RIGHT-OF-WAY LINE 7402.57 FEET TO THE EAST RIGHT-OF-WAY LINE OF STATE ROAD S-609 AS SHOWN ON THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP DATED 11/5/64 AND REVISED JANUARY 1965; THENCE SOUTH 00°08'55" EAST ALONG SAID RIGHT-OF-WAY LINE 156.89 FEET; THENCE SOUTH 00°01'15" WEST ALONG SAID RIGHT-OF-WAY LINE 2756.07 FEET TO THE POINT OF BEGINNING;

FROM SAID POINT OF BEGINNING RUN THENCE SOUTH 89°58'45" EAST 2278.50 FEET TO A POINT OF CURVE TO THE LEFT, SAID CURVE BEING CONCAVE TO THE NORTHERLY; THENCE EASTERLY AND NORTHEASTERLY ALONG SAID CURVE WITH A RADIUS OF 22918.00 FEET, THROUGH A CENTRAL ANGLE OF 16°00'49", FOR AN ARC DISTANCE OF 6405.36 FEET, THE CHORD OF SAID ARC BEING NORTH 82°00'50" EAST 6384.50 FEET; THENCE NORTH 74°00'26" EAST 3830.74 FEET; THENCE SOUTH 38°44'47" WEST 258.82 FEET; THENCE SOUTH 74°00'26" WEST 1625.09 FEET; THENCE SOUTH 34°54'59" WEST 16.17 FEET; THENCE SOUTH 74°35'02" WEST 625.46 FEET; THENCE SOUTH 74°05'51" WEST 4614.88 FEET; THENCE NORTH 89°58'45" WEST 5508.95 FEET TO SAID RIGHT-OF-WAY OF STATE ROAD S-609; THENCE NORTH 00°01'15" EAST, ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 150.00 TO THE POINT OF BEGINNING. (West Virginia Extension)

EXHIBIT "A"

PARCEL 1 (continued)

COPY

TRACT THREE

An easement for the benefit of Parcel 1 as created by Drainage and Irrigation Easement between Tradition Development Company, LLC and Reserve Homes, Ltd., L.P. dated June 30, 2003 recorded in Official Records Book 1745, Page 1913, of the Public Records of St. Lucie County, Florida over the lands described as the "Grantor Parcel" in said Drainage and Irrigation Easement, subject to the terms, provisions and conditions set forth in said instrument.

COPY

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EXHIBIT "A"

Parcel 2

EGAN PARCEL

GROVE 1:

Being a portion of Sections 28, 29 and 32, Township 36 South, Range 39 East, St. Lucie County, Florida, and being more particularly described as follows:

Begin at the point of intersection of the southeasterly right of way line of the Florida East Coast Railway Co. "Fort Pierce Cut-off" track as shown on right of way maps, Pages V.3d/6 and V.3d/7 dated February 1, 1950 with "track correct" revision dated 4/28/67 and the southwesterly right of way line of South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, checked dated 11/25/58 and revised 2/23/59; thence S 43 degrees 08 minutes 38 seconds E, along said Canal C-24 right of way line a distance of 2488.08 feet, to a point hereinafter referred to as Point "A"; thence S 35 degrees 05 minutes 51 seconds W a distance of 4892.60 feet; thence N 43 degrees 25 minutes 41 seconds W a distance of 3309.86 feet to the intersection with the aforesaid southeasterly right of way line of the Florida East Coast Railway; thence N 44 degrees 46 minutes 01 seconds E, along said Florida East Coast Railway right of way a distance of 4809.53 feet to the POINT OF BEGINNING.

TOGETHER WITH an easement for drainage and irrigation over the following described property:

Commence at the aforedescribed Point "A"; thence S 43 degrees 08 minutes 38 seconds E, along the aforesaid southwesterly right of way line of South Florida Water Management District Canal C-24, a distance of 347.56 feet to the POINT OF BEGINNING of the following described easement:

Thence continue S 43 degrees 08 minutes 38 seconds E, along said right of way line a distance of 50.00 feet; thence S 46 degrees 51 minutes 22 seconds W a distance of 42.14 feet; thence N 66 degrees 46 minutes 57 seconds W a distance of 64.82 feet; thence N 56 degrees 12 minutes 33 seconds W a distance of 190.72 feet; thence N 79 degrees 11 minutes 38 seconds W a distance of 69.18 feet; thence S 61 degrees 48 minutes 26 seconds W a distance of 141.21 feet, to the Southeasterly boundary of the above described parcel; thence N 35 degrees 05 minutes 51 seconds E, along said Southeasterly boundary a distance of 111.24 feet; thence N 61 degrees 48 minutes 26 seconds E a distance of 59.54 feet; thence S 79 degrees 11 minutes 38 seconds E a distance of 97.05 feet; thence S 56 degrees 12 minutes 33 seconds E a distance of 196.26 feet; thence Section 66 degrees 46 minutes 57 seconds E a distance of 27.50 feet; thence N 46 degrees 51 minutes 22 seconds E a distance of 9.44 feet to the said southwesterly right of way line of said Canal C-24 and the POINT OF BEGINNING.

GROVE 2:

Being a parcel of land lying in Sections 28, 33, and 34, Township 36 South, Range 39 East and Section 4, Township 37 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the point of intersection of the South line of said Section 34 and the southwesterly right of way line of the South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, checked dated 11/25/58 and revised 2/23/59; thence N 43 degrees 08 minutes 38 seconds W, along said southwesterly right of way line of Canal C-24, a distance of 2628.30 feet to the POINT OF BEGINNING of the following described parcel:

Thence continue N 43 degrees 08 minutes 38 seconds W, along said right of way line, a distance of 364.51 feet, to a point hereinafter referred to as Point "A"; thence continue N 43 degrees 08 minutes 38

EXHIBIT "A"

Parcel 2 (Continued)

seconds W, along said right of way a distance of 4812.17 feet; thence S 46 degrees 52 minutes 25 seconds W a distance of 2151.65 feet; thence S 43 degrees 12 minutes 50 seconds E a distance of 4647.83 feet; thence S 43 degrees 58 minutes 20 seconds W a distance of 1282.29 feet to a point hereinafter referred to as Point "B"; thence N 70 degrees 42 minutes 47 seconds E a distance of 440.52 feet; thence N 65 degrees 05 minutes 51 seconds E a distance of 762.00 feet; thence N 24 degrees 54 minutes 09 seconds W a distance of 60.06 feet; thence N 01 degrees 49 minutes 23 seconds E a distance of 1037.87 feet; thence N 17 degrees 05 minutes 14 seconds W a distance of 421.43 feet; thence N 46 degrees 51 minutes 22 seconds E a distance of 63.46 feet to the aforesaid southwesterly right of way line of Canal C-24 and the POINT OF BEGINNING.

Together with an easement for drainage and irrigation being more particularly described as follows:

Begin at aforedescribed Point "B"; thence along the southeasterly boundary of the above parcel by the following courses and distances:
Thence N 70 degrees 42 minutes 47 seconds E a distance of 440.52 feet;
thence N 65 degrees 05 minutes 51 seconds E a distance of 762.00 feet;
thence N 60 degrees 24 minutes 31 seconds E a distance of 793.61 feet;
thence S 89 degrees 08 minutes 58 seconds E a distance of 318.77 feet to the aforesaid southwesterly right of way line of Canal C-24;
thence S 43 degrees 08 minutes 38 seconds E along said right of way line a distance of 139.00 feet;
thence N 89 degrees 08 minutes 58 seconds W a distance of 388.11 feet;
thence S 60 degrees 24 minutes 31 seconds W a distance of 770.50 feet;
thence S 65 degrees 05 minutes 51 seconds W a distance of 771.00 feet;
thence S 70 degrees 42 minutes 47 seconds W a distance of 399.46 feet;
thence N 43 degrees 58 minutes 20 seconds W a distance of 110.06 feet to the POINT OF BEGINNING.

Subject to an easement for ingress and egress, being 15.00 feet in width, lying 7.50 feet each side of the following described centerline.
BEGIN at the aforedescribed Point "A"; thence S 02 degrees 40 minutes 10 seconds E a distance of 4.30 feet to the beginning of a curve concave to the northwest having a radius of 130.00 feet; thence southwesterly along the arc of said curve a distance of 112.33 feet; through an angle of 49 degrees 30 minutes 25 seconds; thence S 46 degrees 50 minutes 15 seconds W a distance of 2041.23 feet to the southwesterly boundary of the parcel first described above and the POINT OF TERMINATION of easement, said easement being bounded on the northeast by the southwesterly right of way line of aforesaid Canal C-24 and on the southwest by the southwesterly boundary of the parcel first described above.

EGAN PARCEL

TRACT 2 GROVE 2:

Being a parcel of land lying in Sections 33 and 34, Township 36 South, Range 39 East, St. Lucie County, Florida and being more particularly described as follows:

Commence at the intersection of the south line of said section 34 and the southwesterly right of way line of the South Florida Water Management District Canal C-24 as shown on the right of way map for said Canal C-24, sheet 11 of 16, and last revised 4/21/61. Thence north 43 degrees 08 minutes 38 seconds West, along said right of way line, a distance of 1050.96 feet to the point of beginning of the following

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EXHIBIT "A"

Parcel 2 (Continued)

described parcel.
Thence continue north 43 degrees 08 minutes 38 seconds West a distance of 1577.34 feet;
thence south 46 degrees 51 minutes 22 seconds west a distance of 63.46 feet;
thence south 17 degrees 05 minutes 14 seconds east a distance of 421.43 feet;
thence south 01 degrees 49 minutes 23 seconds West a distance of 1037.87 feet;
thence south 24 degrees 54 minutes 09 seconds east a distance of 60.06 feet;
thence north 60 degrees 24 minutes 31 seconds east a distance of 793.61 feet;
thence south 89 degrees 08 minutes 58 seconds east a distance of 318.77 feet to the point of beginning.

EASEMENT NO. 1:

An easement for ingress and egress 30.00 feet in width lying 15 feet each side of the centerline in Township 36 South, Range 39 East and Township 37 South, Range 39 East the centerline of which being described as follows:

Beginning at a point on a Westerly prolongation of the centerline of Gatlin Boulevard as shown on Florida Department of Transportation right-of-way maps for State Road 9 (I-95) Section 94001-2412, dated 6/22/77, with last revision of 9/11/79, said point being 15 feet westerly of the west toe of spoil lying west of the "Borrow Canal"; thence northerly, 15 feet westerly of, as measured at right angles, and parallel with said west toe of spoil of the "Borrow Canal"; thence easterly, northeasterly, northerly and northwesterly, 15 feet distance from, as measured at right angles and parallel with the said toe of spoil of the "Borrow Canal" to a point 15 feet southerly of, as measured at right angles, the south toe of spoil south of the Canal South of the north line of Section 10, Township 37 South, Range 39 East; thence Westerly parallel with the said south toe of spoil to the intersection with a line 15 feet westerly of, as measured at right angles, the West toe of spoil lying West of a Canal west of the east line of Section 4, Township 37 South, Range 39 East; thence Northerly parallel with the said west toe of spoil of said Canal and the Northerly prolongation thereof to the Southeasterly boundary of "Grove 2".

EASEMENT NO. 2:

An easement for ingress and egress 30.00 feet in width lying in Township 36 South, Range 39 East and Township 37 South, Range 39 East being bounded as follows:
On the northeast by the ingress and egress easement from Gatlin Boulevard to said "Grove 2"; on the Northwest by the southerly toe of slope of the spoil bank south of the "O.L. Peacock Canal"; on the southwest by the 20.00 feet wide ingress and egress easement from "Grove 1" to "Grove 3"; on the southeast by a line 30.00 feet southeasterly of, as measured at right angles, and parallel with the aforedescribed northwest boundary.

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EXHIBIT "A"

PARCEL 3

DUDA PARCEL

A parcel of land lying in Sections 28, 29, 31, 32 and 33 Township 36 South, Range 39 East, and Sections 4 and 5, Township 37 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

COMMENCE at the intersection of the Southeasterly right-of-way line of the Florida East Coast Railway Co. "Fort Pierce Cut-Off" Track as shown on Pages V. 3d/6 and V. 3d/7, dated February 1, 1950 with Tract Correct revision dated 4/28/67 and the Southwesterly right-of-way line of South Florida Water Management District Canal C-24; thence run S 44°46'02" W, a distance of 4809.54 feet to the Northwesterly corner of lands described in Official Record Book 477, Page 560, Public Records, St. Lucie County, Florida and the POINT OF BEGINNING; thence South 43°25'41" East, along the westerly line of said lands, a distance of 3309.86 feet to the Southwesterly corner of the aforesaid lands; thence North 35°05'51" East, along the Southerly line of the aforesaid lands, a distance of 4892.60 feet to the Southwesterly right-of-way line of the aforesaid South Florida Water Management Districts C-24 Canal; along the aforesaid Southwesterly Right-of-Way Line South 43°08'38" East, a distance of 2327.32 feet to the Northern most point of Grove 2 as described in Official Record Book 477, Page 560, Public Records, St. Lucie County, Florida; thence departing the aforesaid Southwesterly right- of-way line of the C-24 Canal South 46°52'25" West, along the Northwesterly line of the aforesaid Grove 2, a distance of 2151.65 feet; thence South 43°12'50" East, along the Southwesterly line of Grove 2, a distance of 4647.83 feet to the intersection with the Northerly line of those lands described in Official Record Book 658, Page 110, Public Records, St. Lucie County, Florida; thence South 51°16'22" West, along said Northerly line, a distance of 950.05 feet to the intersection with the Northerly line of the Peacock Cemetery Parcel as described in Official Records Book 369, Page 1166, Public Records, St. Lucie County, Florida; thence along said Northerly and Westerly line of said Cemetery parcel, the following courses and distances: South 45°15'13" West, a distance of 400.02 feet; thence South 38°44'44" West, a distance of 1227.76 feet; thence South 27°11'26" East, a distance of 67.85 feet to the Northerly top of bank of O.L. Peacock Canal; thence along the northerly top of bank of said O.L. Peacock Canal, the following courses and distances:

South 75°29'17" West, a distance of 65.34 feet;
Thence South 72°49'14" West, a distance of 56.76 feet;
Thence South 74°47'53" West, a distance of 186.47 feet;
Thence South 74°19'03" West, a distance of 254.27 feet;
Thence South 73°21'27" West, a distance of 169.47 feet;
Thence South 74°55'09" West, a distance of 277.14 feet;
Thence South 73°51'40" West, a distance of 276.70 feet;
Thence South 70°57'21" West, a distance of 154.19 feet;
Thence South 74°10'23" West, a distance of 128.57 feet;
Thence South 72°03'14" West, a distance of 107.48 feet;
Thence South 78°34'38" West, a distance of 102.69 feet;
Thence South 75°04'05" West, a distance of 194.77 feet;
Thence South 72°33'58" West, a distance of 75.48 feet;
Thence South 75°55'30" West, a distance of 157.24 feet;
Thence South 71°39'51" West, a distance of 59.39 feet;

Thence North 34°54'59" West, departing said top of bank, a distance of 4760.96 feet; thence North 45°07'48" West, a distance of 3688.37 feet; thence North 44°46'02" East, a distance of 728.76 feet to the intersection with the South line of Section 30, Township 36 South, Range 39 East, St Lucie County, Florida; thence North 89°40'25" East, along said South line, a distance of 312.01 feet to the Southeast corner of said Section 30;

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EXHIBIT "A"

PARCEL 3 (continued)

thence North 04°13'20" West, along the East line of said Section 30, a distance of 258.80 feet to the Southeasterly Right-of-Way line of the aforesaid Florida East Coast Railway; thence North 44°46'02" East, along said Southeasterly Right-of-Way line, a distance of 259.86 feet to the POINT OF BEGINNING.

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EXHIBIT "A"

PARCEL 4

UNRECORDED MONTAGE PLATS NORTH OF C-24 CANAL

A parcel of land being a portion of Section 28, 29, 33 and 34, Township 36 South, Range 39 East, St. Lucie County, Florida, being more particularly described as follows:

Begin at the intersection of the southeasterly right-of-way line of the Florida East Coast Railroad and the northeasterly right-of-way line of South Florida Water Management District Canal No. C-24; thence North 44°45'38" East, along said southeasterly right-of-way line, a distance of 1,221.80 feet to the easterly prolongation of the southerly line of Sabal Creek, Phase II, according to the plat thereof, as recorded in Plat Book 24, Pages 1, 1A, 1B and 1C, Public Records of St. Lucie County, Florida; thence South 43°34'29" East, departing said right-of-way line, along the said southerly prolongation and the south line of the aforementioned plat and the southerly line of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie County, Florida, a distance of 5,340.48 feet; thence continuing along the southerly line of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie County, Florida, South 43°09'01" East, a distance of 1,026.26 feet to the southeast corner of Sabal Creek, Phase IV, according to the plat thereof, as recorded in Plat Book 24, Pages 17 and 17A, Public Records of St. Lucie County, Florida; thence North 45°11'03" East, along the east line of said plat, a distance of 0.99 feet; thence South 43°08'40" East, departing said east line, a distance of 52.97 feet; thence South 43°09'00" East, a distance of 331.07 feet; thence South 43°08'32" East, a distance of 3671.33 feet; thence South 72°42'41" East, a distance of 217.77 feet to the northwesterly line of that certain parcel of land described in Special Warranty Deed, as recorded in Official Records Book 1577, Page 1222, Public Records of St. Lucie County, Florida; thence North 61°51'31" East, along said northwesterly line, a distance of 188.61 feet to the northerly corner of said certain parcel of land; thence South 43°08'30" East, along the northeasterly line and easterly prolongation of said certain parcel of land, a distance of 2361.96 feet to the north line of that certain parcel of land described in Official Records Book 1547, Page 490, Public Records of St. Lucie County, Florida; said point being parallel with and 1024.10 feet northerly of, as measured at right angles to the south line of said Section 34; thence North 89°52'17" East, along said north line and parallel line, a distance of 1211.13 feet to a point on a non-tangent curve, concave to the northwest, having a radius of 2060.00 feet, the radius point of which bears North 50°24'45" West; thence southwesterly, departing said north line and parallel line, along the arc of said curve through a central angle of 03°00'41", a distance of 108.27 feet to the point of tangency; thence South 42°35'56" West, a distance of 556.01 feet to the point of curvature of a curve concave to the northwest, having a radius of 776.00 feet; thence southwesterly along the arc of said curve through a central angle of 07°36'31", a distance of 103.05 feet to the point of compound curvature of a curve concave to the northwest, having a radius of 1639.50 feet; thence southwesterly along the arc of said curve through a central angle of 19°59'18", a distance of 571.96 feet; thence South 89°56'01" West, a distance of 1531.40 feet to said northeasterly right-of-way line of South Florida Water Management District Canal No. C-24; thence North 43°08'36" West, along said right-of-way line, a distance of 12,679.36 feet to the point of beginning.

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EXHIBIT "A"

PARCEL 4 (continued)

LESS AND EXCEPT that property contained in All of the Plat of Montage PUD No. 1, according to the Plat thereof as recorded in Plat Book 49, Page 23, Public Records of St. Lucie County, Florida.

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EXHIBIT "A"

PARCEL 5

RECORDED MONTAGE PLAT

All of the Plat of Montage PUD No. 1, according to the Plat thereof as recorded in Plat Book 49, Page 23, Public Records of St. Lucie County, Florida, LESS AND EXCEPT the Commercial Tract.

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Dan Sorrow

Subject: FW: Verano Street Names

From: JoAnn Riley [mailto:rileyj@stlucieco.org]
Sent: Tuesday, April 01, 2014 1:06 PM
To: Dan Sorrow
Cc: Lou Paratore; Robert Fromm; Bur Divine; Bob Lawson
Subject: Verano Street Names

Daniel:

St. Lucie County staff has reviewed the additional names provided for Verano and would be happy to reserve the following names:

1. Positano
2. Sapri
3. Cosenza
4. Caserta
5. Morolo
6. Tivolo
7. Appian Way
8. Matera
9. Modena

JoAnn Riley
Property Acquisition Manager
St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
(772) 462-2825
rileyj@stlucieco.org

mption applies to the communication. If you received this email in error, please notify the sender by reply e-mail and delete all materials from all computers.

VERANO, P.U.D. NO. 1, PLAT NO. 17

BEING A REPLAT OF ALL OF TRACT "G" AND PORTION OF TRACTS "CA9" AND "CA10", VERANO P.U.D. NO. 1, PLAT NO. 12, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26, AND ALL OF TRACT "A", VERANO P.U.D. NO. 1, PLAT NO. 15 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGES 4 THROUGH 11, AND ALL OF TRACT "3A", VERANO P.U.D. NO. 1, PLAT 16, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

NOVEMBER, 2016 SHEET 1 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 305
BOYNTON BEACH, FLORIDA 33426

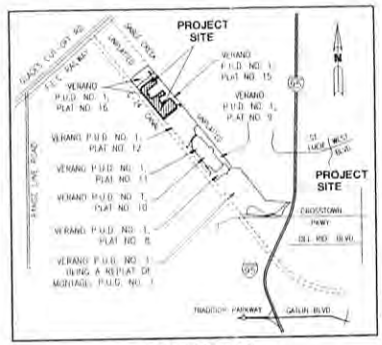
PLAT BOOK
PAGE
FILE NO.
DATE
TIME

DESCRIPTION:

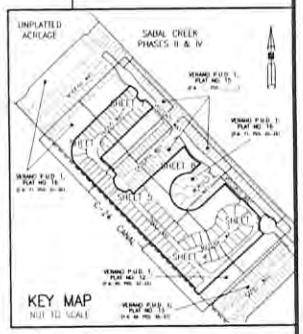
BEING A REPLAT OF ALL OF TRACT "G" AND PORTION OF TRACTS "CA9" AND "CA10", VERANO P.U.D. NO. 1, PLAT NO. 12, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26, AND ALL OF TRACT "A", VERANO P.U.D. NO. 1, PLAT NO.15 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGES 4 THROUGH 11, AND ALL OF TRACT "3A", VERANO P.U.D. NO. 1, PLAT 16, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

BEGIN AT THE MOST SOUTHERLY CORNER OF SAID TRACT "G", VERANO P.U.D. NO. 1, PLAT NO. 12; THENCE ALONG THE NORTHEASTERLY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL, NORTH 43°08'36" WEST, A DISTANCE OF 70.00 FEET; THENCE NORTH 46°51'24" EAST, A DISTANCE OF 20.00 FEET TO A POINT ON A LINE 20.00 FEET NORTH AND PARALLEL WITH THE ALONG THE NORTHEASTERLY LINE OF SAID SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL; THENCE ALONG SAID PARALLEL LINE, NORTH 43°08'36" WEST, A DISTANCE OF 1614.61 FEET TO A POINT ON THE EAST LINE OF SAID VERANO P.U.D. NO. 1, PLAT NO. 16 AND TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST HAVING A RADIUS OF 225.00 FEET; THENCE ALONG SAID EAST LINE THROUGH THE FOLLOWING TWO (2) COURSES; NORTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00", A DISTANCE OF 353.43 FEET; THENCE NORTH 46°51'24" EAST, A DISTANCE OF 269.92 FEET TO A POINT ON THE NORTH LINE OF TRACT "A" OF SAID VERANO P.U.D. PLAT NO. 1, PLAT NO 15 AND TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 284.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 27°08'52" WEST; THENCE ALONG THE NORTH LINE OF SAID TRACT "A" THROUGH THE FOLLOWING SEVEN (7) COURSES, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°19'36", A DISTANCE OF 95.79 FEET TO A POINT OF COMPOUND CURVATURE WITH A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°19'36", A DISTANCE OF 38.54 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 45.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°47'56", A DISTANCE OF 23.40 FEET; THENCE SOUTH 42°22'06" EAST, A DISTANCE OF 78.12 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 47.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 11°15'09" WEST; THENCE NORTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°42'28", A DISTANCE OF 25.19 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 25.00 FEET; THENCE EASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 88°23'08", A DISTANCE OF 38.57 FEET; THENCE SOUTH 43°34'29" EAST, A DISTANCE OF 94.21 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "A"; THENCE ALONG SAID EAST LINE, SOUTH 46°51'24" WEST, A DISTANCE OF 765.44 FEET A POINT ON NORTH LINE OF SAID TRACT "A" AND TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 150.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 60°21'00" EAST; THENCE ALONG THE NORTH LINE OF SAID TRACT "A" THROUGH THE FOLLOWING TEN (10) COURSES, SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 19°13'57", A DISTANCE OF 50.35 FEET; THENCE SOUTH 88°53'57" EAST, A DISTANCE OF 142.30 FEET; THENCE SOUTH 46°51'24" WEST, A DISTANCE OF 20.10 FEET; THENCE SOUTH 46°52'57" EAST, A DISTANCE OF 57.16 FEET; THENCE SOUTH 47°07'03" WEST, A DISTANCE OF 60.00 FEET TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 47°07'03" WEST; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°09'06", A DISTANCE OF 21.45 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 120.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 82°53'54", A DISTANCE OF 172.92 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 49°26'21", A DISTANCE OF 21.57 FEET; THENCE NORTH 57°58'36" EAST, A DISTANCE OF 60.00 FEET; THENCE SOUTH 32°51'24" EAST, A DISTANCE OF 56.19 FEET TO A POINT ON THE EAST LINE OF SAID VERANO P.U.D. NO. 1, PLAT NO. 15; THENCE ALONG SAID EAST LINE, NORTH 46°51'24" EAST, A DISTANCE OF 741.92 FEET TO A POINT ON THE NORTH LINE OF TRACT "3A" OF SAID VERANO P.U.D. NO. 1, PLAT 16 AND TO THE POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1480.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 57°54'20" WEST; THENCE SOUTHEASTERLY, ALONG THE NORTH LINE OF SAID TRACT "3A" THROUGH THE FOLLOWING NINE (9) COURSES AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°56'31", A DISTANCE OF 76.85 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 231.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 30°23'58", A DISTANCE OF 122.49 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1180.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°48'00", A DISTANCE OF 57.68 FEET; THENCE SOUTH 46°25'31" WEST, A DISTANCE OF 132.93 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 47.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 42°47'17", A DISTANCE OF 35.10 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 201.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 222°43'17", A DISTANCE OF 781.57 FEET; THENCE NORTH 46°25'31" EAST, A DISTANCE OF 332.23 FEET; THENCE SOUTH 43°34'29" EAST, A DISTANCE OF 54.56 FEET; THENCE SOUTH 43°09'00" EAST, A DISTANCE OF 174.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 40.00 FEET; THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 06°35'32", A DISTANCE OF 4.60 FEET TO A POINT ON THE WEST LINE OF TRACT "A" OF SAID VERANO P.U.D. NO. 1, PLAT NO. 15; THENCE ALONG THE NORTH LINE OF SAID TRACT "A" THROUGH THE FOLLOWING TWO (2) COURSES, NORTH 46°51'00" EAST, A DISTANCE OF 20.26 FEET; THENCE SOUTH 43°09'00" EAST, A DISTANCE OF 295.94 FEET TO A POINT ON THE WEST LINE OF SAID VERANO P.U.D. NO. 1, PLAT 12; THENCE ALONG SAID WEST LINE THROUGH THE FOLLOWING FIVE (5) COURSES, SOUTH 46°51'00" WEST, A DISTANCE OF 13.00 FEET; THENCE SOUTH 43°09'00" EAST, A DISTANCE OF 1.50 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 12.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 77°10'36", A DISTANCE OF 16.16 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 98.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°39'17", A DISTANCE OF 78.09 FEET TO A POINT OF REVERSE CURVATURE WITH A CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 12.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 58°29'05", A DISTANCE OF 12.25 FEET TO A POINT ON THE NORTH LINE OF TRACT "G" OF SAID VERANO P.U.D. NO. 1, PLAT NO. 12; THENCE ALONG SAID NORTH LINE, SOUTH 43°08'36" EAST, A DISTANCE OF 78.00 FEET TO A POINT ON THE EAST LINE OF SAID TRACT "G"; THENCE ALONG SAID EAST LINE, SOUTH 46°51'24" WEST, A DISTANCE OF 947.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 34.292 ACRES, MORE OR LESS.



LOCATION MAP
NOT TO SCALE



KEY MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS THAT VERANO DEVELOPMENT LLC, OWNER OF THE LAND DESCRIBED AND PLATTED HEREIN AS VERANO, P.U.D. NO. 1, PLAT NO. 17, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

1. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS, TO FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, AS PRIVATE UTILITY EASEMENTS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UNDERGROUND ELECTRIC UTILITIES ONLY, AND NOT FOR VIDEO COMMUNICATION OR OTHER PURPOSES.

2. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO HOME TOWN CABLE TV, LLC, ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UNDERGROUND TELEPHONE CABLE, INTERNET, SECURITY LINES AND OTHER TELECOMMUNICATION SERVICES.

3. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF UNDERGROUND TELEPHONE CABLE, INTERNET, SECURITY LINES AND OTHER TELECOMMUNICATION SERVICES.

4. THE UTILITY EASEMENTS (U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED IN FAVOR TO THE CITY OF PORT ST. LUCIE, FLORIDA, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND INSTALLATION AND MAINTENANCE OF PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

5. THE CITY UTILITY EASEMENTS (C.U.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, FOR ACCESS TO, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITIES FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THERE SHALL BE NO OTHER PUBLIC OR PRIVATE UTILITY FACILITIES INSTALLED IN, ON, OVER, UNDER, OR ACROSS THE EASEMENT AREA WHICH WOULD RESTRICT THE OPERATION AND MAINTENANCE OF, OR WHICH MAY IN ANY MANNER RESULT IN HARM TO, THE CITY'S FACILITIES. VERANO PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS AND/OR ASSIGNS, SHALL OWN, MAINTAIN, REPAIR AND REPLACE ANY PERMITTED IMPROVEMENTS OVER THE UTILITY EASEMENT, WHICH ARE NOT PRECLUDED BY THE FOREGOING, WHICH MAY BE DAMAGED OR DESTROYED BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS IN THE OPERATION, MAINTENANCE OF, OR ACCESS TO, THE CITY'S FACILITIES. THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, SHALL HAVE THE RIGHT TO REQUIRE THE REMOVAL OF ANY IMPROVEMENTS, WHICH ARE CONSTRUCTED IN VIOLATION OF THE CONDITIONS SET FORTH ABOVE. IN THE EVENT, SUCH VIOLATING IMPROVEMENTS ARE NOT REMOVED UPON REQUEST, THEY SHALL BE SUBJECT TO REMOVAL BY THE CITY OF PORT ST. LUCIE, ITS SUCCESSORS AND/OR ASSIGNS, DESIGNEES OR CONTRACTORS WITHOUT LIABILITY OR RESPONSIBILITY THEREFORE.

6. THE DRAINAGE EASEMENTS (D.E.), AS SHOWN HEREON, ARE HEREBY DEDICATED ON A NON-EXCLUSIVE BASIS TO THE VERANO PROPERTY OWNERS ASSOCIATION INC. FOR DRAINAGE AND ACCESS PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

7. THE PRIVATE STREET RIGHT-OF-WAYS (TRACTS "R-1" AND "R-2"), AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., FOR INGRESS AND EGRESS, ACCESS, AND PLATTED HEREIN AS VERANO, P.U.D. NO. 1, PLAT NO. 17, HAVE CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON AND DO HEREBY DEDICATE AS FOLLOWS:

STORMWATER AND UTILITY PURPOSES (INCLUDING GATE) AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND / OR ASSIGNS. A NON-EXCLUSIVE INGRESS, EGRESS, DRAINAGE, MAINTENANCE AND UTILITY EASEMENT OVER ALL SUCH PRIVATE STREET RIGHTS-OF-WAY IS DEDICATED TO THE VILLAGE OWNERS ASSOCIATION, INC., TOGETHER WITH THE RIGHT BUT NOT THE OBLIGATION TO MAINTAIN THE STREETS, DRAINAGE AND STORMWATER FACILITIES AND UTILITIES LOCATED OR TO BE LOCATED WITHIN SUCH RIGHTS-OF-WAY. AN EASEMENT OVER AND UNDER SUCH STREETS, RIGHTS-OF-WAY AS SHOWN HEREON IS ALSO RESERVED IN FAVOR OF THE CITY OF PORT ST. LUCIE, FOR ACCESS BY SERVICE AND EMERGENCY VEHICLES, AND THE INSTALLATION AND MAINTENANCE OF, PUBLIC UTILITY FACILITIES, INCLUDING BUT NOT LIMITED TO, WATER AND WASTEWATER LINES AND APPURTENANT FACILITIES. THE CITY OF PORT ST. LUCIE SHALL NOT BE RESPONSIBLE FOR ANY MAINTENANCE OBLIGATIONS FOR SAID EASEMENT AREA OR SUCH PRIVATE STREETS, RIGHTS-OF-WAY, ETC., EXCEPT AS SHALL RELATE TO THE SERVICING OF SUCH PUBLIC UTILITIES BY THE CITY OF PORT ST. LUCIE.

8. COMMON AREA TRACTS CA34, CA35, CA36, CA37, CA38, CA39, CA40, CA41, CA42, CA43, CA44 AND CA45 AS SHOWN HEREON, ARE HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC. FOR OPEN SPACE, LANDSCAPE, AND STORM WATER MANAGEMENT PURPOSES, AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

9. THE DRAINAGE EASEMENTS AND UTILITY EASEMENTS SHOWN OR DESCRIBED HEREON ARE DEDICATED ON A NON-EXCLUSIVE BASIS, TO THE VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT, FORMERLY KNOWN AS MONTAGE RESERVE CENTER COMMUNITY DEVELOPMENT DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES (CENTER DISTRICT), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF, SUCH OF THE DISTRICTS (AS DEFINED IN THE BELOW-DESCRIBED DISTRICT INTERLOCAL AGREEMENT) IN WHICH THE PLATTED LANDS LIE, IN ACCORDANCE WITH THE DISTRICT INTERLOCAL AGREEMENT DATED AS OF NOVEMBER 17, 2005, AND RECORDED JANUARY 9, 2006, IN OFFICIAL RECORDS BOOK 2457, PAGES 247-272, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA (DISTRICT INTERLOCAL AGREEMENT), ITS SUCCESSORS AND ASSIGNS, FOR THE PURPOSE OF PROVIDING ROADWAYS, UTILITIES, DRAINAGE, AND SURFACE WATER MANAGEMENT.

10. THE STORMWATER MANAGEMENT TRACT "3A" AS SHOWN HEREON IS HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., FOR STORM WATER MANAGEMENT AND MAINTENANCE PURPOSES AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF SAID ASSOCIATION, ITS SUCCESSORS AND/OR ASSIGNS.

11. THE LAKE MAINTENANCE AND ACCESS EASEMENTS (L.M.A.E.) AS SHOWN HEREON ARE HEREBY DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC., ITS SUCCESSORS, AND/OR ASSIGNS FOR STORMWATER MAINTENANCE AND ACCESS PURPOSES.

12. THE LANDSCAPE EASEMENTS (L.E.) SHOWN HEREON ARE DEDICATED TO THE VERANO PROPERTY OWNERS ASSOCIATION, INC. FOR THE INSTALLATION AND MAINTENANCE OF LANDSCAPING AND SHALL BE THE PERPETUAL MAINTENANCE OF SAID ASSOCIATION ITS SUCCESSORS AND/OR ASSIGNS.

VERANO DEVELOPMENT, LLC SEAL

PSL COMMERCIAL HOLDINGS X, LLC SEAL

NOTE:
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART 1 FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

IN WITNESS WHEREOF, VERANO DEVELOPMENT, LLC., A FLORIDA LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS MANAGER THIS DAY OF _____, 2016

WITNESS

(PRINT NAME OF WITNESS)

WITNESS

(PRINT NAME OF WITNESS)

VERANO DEVELOPMENT LLC
A FLORIDA LIMITED LIABILITY COMPANY
BY: THE KOLTER GROUP, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SOLE MANAGER

BY _____
WILLIAM JOHNSON
MANAGER

DEDICATION ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, THE UNDERSIGNED AUTHORITY, PERSONALLY APPEARED WILLIAM JOHNSON, MANAGER OF THE KOLTER GROUP, LLC., A FLORIDA LIMITED LIABILITY COMPANY, SOLE MANAGER OF VERANO DEVELOPMENT LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, WHO EXECUTED THE FOREGOING CERTIFICATE OF DEDICATION, AND HE DULY ACKNOWLEDGED BEFORE ME THAT HE EXECUTED SAME.

WITNESS MY HAND AND OFFICIAL SEAL AT PALM BEACH COUNTY, FLORIDA, THIS ____ DAY OF _____, 2016

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

PRINT NAME _____

MY COMMISSION EXPIRES _____

CITY OF PORT ST. LUCIE PROJECT NO. P16-158 JOB NO. WT863017

VERANO, P.U.D. NO. 1, PLAT NO. 17

BEING A REPLAT OF ALL OF TRACT "G" AND PORTION OF TRACTS "CA9" AND "CA10", VERANO P.U.D. NO. 1, PLAT NO. 12, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26, AND ALL OF TRACT "A", VERANO P.U.D. NO. 1, PLAT NO. 15 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGES 4 THROUGH 11, AND ALL OF TRACT "3A", VERANO P.U.D. NO. 1, PLAT 16, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

PLAT BOOK _____
PAGE _____
FILE NO. _____
DATE _____
TIME _____

NOVEMBER, 2016 **SHEET 2 OF 8**

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

MORTGAGEE'S CONSENT

STATE OF TEXAS
COUNTY OF HARRIS

THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF CERTAIN MORTGAGES UPON THE PROPERTY DESCRIBED HEREON AND DOES HEREBY JOIN IN AND CONSENT TO THE DEDICATION OF THE LAND DESCRIBED IN SAID DEDICATION BY THE OWNERS THEREOF AND AGREES THAT ITS MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 3754, PAGE 1167, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

IN WITNESS WHEREOF, THE SAID CORPORATION HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS VICE PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED HEREON BY AND WITH THE AUTHORITY OF ITS BOARD OF DIRECTORS THIS_____ DAY OF _____, 2016.

TEXAS CAPITAL BANK, NATIONAL ASSOCIATION

BY: _____
DEBI ENGLAND
SENIOR VICE PRESIDENT

_____
(PRINT NAME OF WITNESS)

_____
WITNESS

_____
(PRINT NAME OF WITNESS)

_____
WITNESS

ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF HARRIS

THE FOREGOING MORTGAGEE CONSENT WAS ACKNOWLEDGED BEFORE ME THIS_____ DAY OF _____, 2016, BY DEBI ENGLAND AS SENIOR VICE PRESIDENT, TEXAS CAPITAL BANK, NATIONAL ASSOCIATION. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

PRINT NAME _____

ACCEPTANCE OF DEDICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT, FORMERLY KNOWN AS MORTAGE RESERVE CENTER COMMUNITY DEVELOPMENT DISTRICT, A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES (CENTER DISTRICT), ACTING BY AND UNDER DELEGATED AUTHORITY FROM, AND RECEIVING SUCH DEDICATION FOR THE USE AND BENEFICIAL OWNERSHIP OF SUCH OF THE DISTRICTS (AS DEFINED IN THE BELOW DESCRIBED DISTRICT INTERLOCAL AGREEMENT) IN WHICH THE PLATTED LANDS LIE, IN ACCORDANCE WITH THE DISTRICT INTERLOCAL AGREEMENT DATED AS OF NOVEMBER 17, 2005 AND RECORDED JANUARY 6, 2007 IN OFFICIAL RECORDS BOOK 2457, PAGES 247-272, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, HEREBY:

1. ACCEPTS THE DEDICATIONS OF UTILITY EASEMENTS, LAKE ACCESS AND MAINTENANCE EASEMENTS, DRAINAGE EASEMENTS, IRRIGATION EASEMENTS AND INGRESS AND ACCESS EASEMENTS SHOWN OR DESCRIBED HEREON AND SPECIFICALLY DEDICATED TO THE CENTER DISTRICT FOR THE PURPOSE OF PROVIDING UTILITIES, DRAINAGE AND SURFACE WATER MANAGEMENT BUT DOES NOT ACCEPT ANY OTHER RIGHT-OF-WAY EASEMENT, TRACT OR ANY OTHER INTEREST IN REAL ESTATE OTHERWISE DEDICATED TO THE PUBLIC.

2. ACCEPTS A NON-EXCLUSIVE INGRESS, EGRESS, DRAINAGE, MAINTENANCE AND UTILITY EASEMENT OVER ALL WATER MANAGEMENT TRACTS AND COMMON AREA TRACTS AND SHOWN OR DESCRIBED HEREON.

3. CONSENTS TO THE PLATTING OF THE LANDS DESCRIBED HEREON.

THE RECORDING IN THE OFFICE OF THE COUNTY CLERK OF ST. LUCIE COUNTY, FLORIDA OF THE WITHIN PLAT SHALL TERMINATE, WITH RESPECT TO THE LANDS EMBRACED HEREIN, ALL OBLIGATIONS OF DEDICATION, BUT NOT THE OBLIGATION OF COMPLETION SET FORTH IN THAT CERTAIN AGREEMENT TO DEDICATE AND COMPLETE PUBLIC INFRASTRUCTURE, DATED AS OF APRIL 12, 2007, AND RECORDED IN OFFICIAL RECORDS BOOK 2561, PAGE 1517 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. DATED THIS _____ DAY OF _____, 2016.

ATTEST:

VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT

_____
ASST. SECRETARY

_____
BY: JOHN CSAPO
CHAIRMAN

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

THE FOREGOING ACCEPTANCE OF DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2016, BY JOHN CSAPO, CHAIRMAN OF VERANO CENTER COMMUNITY DEVELOPMENT DISTRICT. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED A DRIVER'S LICENSE AS IDENTIFICATION.

MY COMMISSION EXPIRES _____

_____
NOTARY PUBLIC

PRINT NAME _____

TITLE CERTIFICATION

STATE OF FLORIDA
COUNTY OF PALM BEACH

I, ROBERT M. GRAHAM, ATTORNEY, DULY LICENSED IN THE STATE OF FLORIDA, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO THE HEREON DESCRIBED PROPERTY, THAT I FIND THE TITLE TO THE PROPERTY IS VESTED TO VERANO DEVELOPMENT, LLC, A DELAWARE LIMITED LIABILITY COMPANY THAT THE CURRENT TAXES HAVE BEEN PAID, AND THAT I FIND THAT ALL MORTGAGES ARE SHOWN AND ARE TRUE AND CORRECT.

MORTGAGE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 3329, PAGE 334, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE DEDICATION SHOWN HEREON.

DATE _____

_____
ROBERT M. GRAHAM
WEST PALM BEACH, FLORIDA 33401
FLORIDA BAR NUMBER 273562

APPROVAL OF CITY COUNCIL

STATE OF FLORIDA
COUNTY OF ST. LUCIE

HEREBY CERTIFY THAT THIS PLAT OF VERANO, P.U.D. NO. 1, PLAT NO. 17, HAS BEEN OFFICIALLY APPROVED FOR RECORDING BY THE CITY COUNCIL OF PORT ST. LUCIE, FLORIDA, THIS _____ DAY OF _____, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

_____
GREGORY J. OravEC, MAYOR

_____
KAREN A. PHILLIPS, CITY CLERK

CERTIFICATE OF APPROVAL CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I, JOSEPH E. SMITH, CLERK OF CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA, DO HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF THE LAWS OF FLORIDA PERTAINING TO MAPS AND PLATS, AND THAT THIS PLAT HAS BEEN FILED FOR RECORD IN PLAT BOOK _____, PAGE _____, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, THIS_____ DAY OF _____, 2016.

_____
JOSEPH E. SMITH
CLERK OF CIRCUIT COURT
ST. LUCIE COUNTY, FLORIDA

SURVEYOR'S NOTES:

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHEASTERLY RIGHT OF WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT C-24 CANAL WHICH BEARS N43°08'36"W. ALL BEARINGS ARE RELATIVE THERETO.
2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.
3. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ST. LUCIE COUNTY.

SURVEYOR'S CERTIFICATE:

STATE OF FLORIDA
COUNTY OF PALM BEACH

THIS IS TO CERTIFY THAT THE PLAT AS SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION AND THAT SAID SURVEY IS ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN SET AND THAT PERMANENT CONTROL POINTS AND MONUMENTS WILL BE SET UNDER THE GUARANTEES POSTED WITH THE CITY COUNCIL OF PORT ST. LUCIE FOR THE REQUIRED IMPROVEMENTS, AND FURTHER, THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AS AMENDED, AND IN ACCORDANCE WITH THE SURVEYING STANDARDS CONTAINED WITHIN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA.

DATE _____

_____
WILBUR F. DIVINE, P.S.M.
FLORIDA CERTIFICATE NO. 4190.
STATE OF FLORIDA

MORTGAGEE'S NOTARY SEAL

REGIONS BANK SEAL

CLERK OF THE COURT

CITY OF PORT ST. LUCIE SEAL

SURVEYOR'S SEAL

NOTE:
THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO CHAPTER 177, PART I, FLORIDA STATUTES BY A PROFESSIONAL SURVEYOR AND MAPPER EMPLOYED BY OR UNDER CONTRACT WITH THE CITY OF PORT ST. LUCIE.

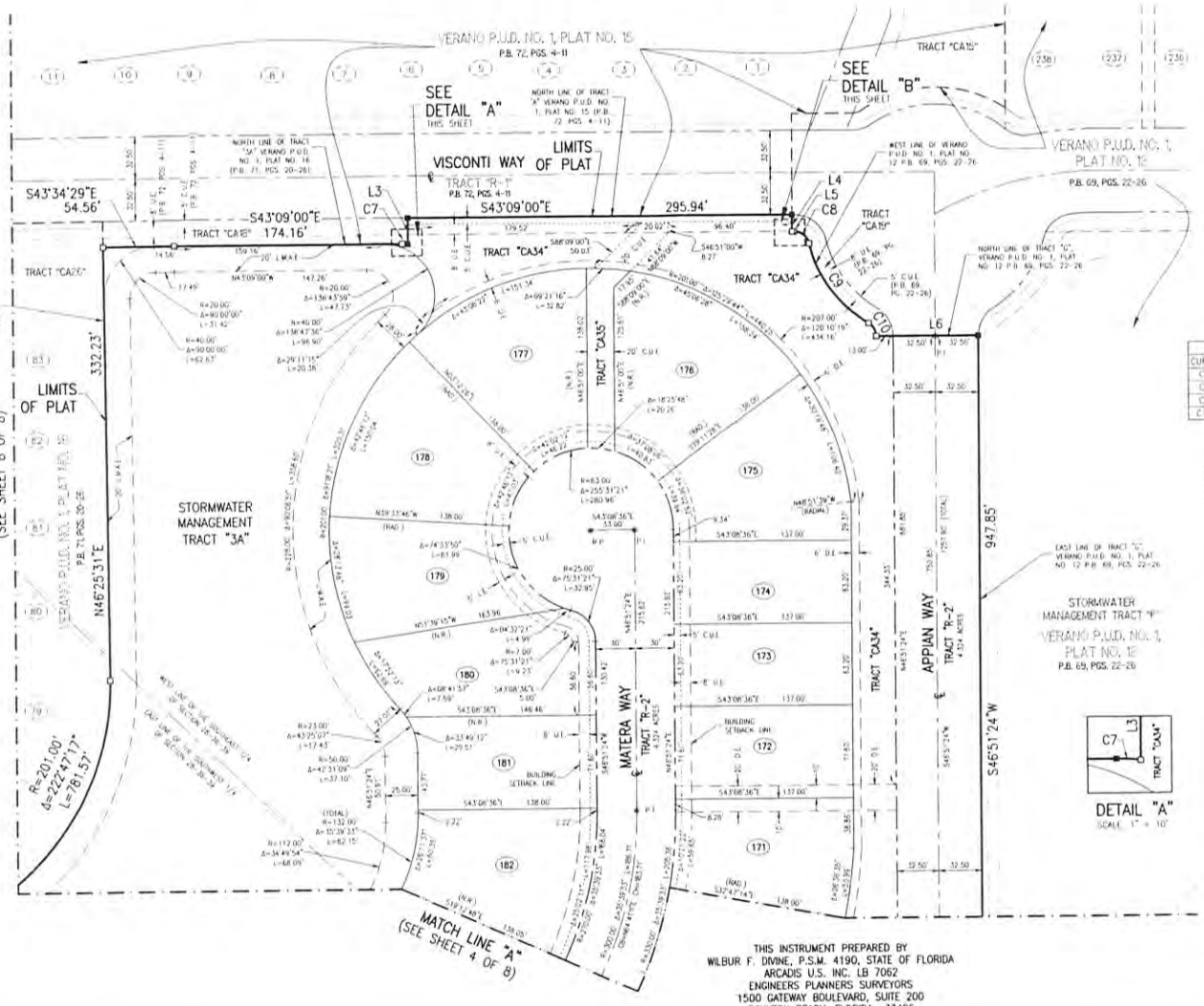
CITY OF PORT ST. LUCIE PROJECT NO. P16-158

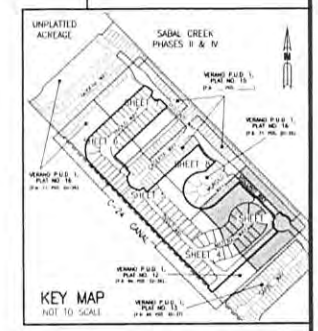
VERANO, P.U.D. NO. 1, PLAT NO. 17

BEING A REPLAT OF ALL OF TRACT "C" AND PORTION OF TRACTS "CA9" AND "CA10", VERANO P.U.D. NO. 1, PLAT NO. 12, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26, AND ALL OF TRACT "A", VERANO P.U.D. NO. 1, PLAT NO. 15 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGES 4 THROUGH 11, AND ALL OF TRACT "3A", VERANO P.U.D. NO. 1, PLAT 16, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
LYING WITHIN SECTIONS 28 AND 33, TOWNSHIP 36 SOUTH, RANGE 39 EAST, IN THE CITY OF PORT ST. LUCIE, FLORIDA

NOVEMBER, 2016 SHEET 3 OF 8

PLAT BOOK
PAGE
FILE NO.
DATE
TIME





CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C7	40.00'	06°35'32"	4.60'
C8	12.00'	77°10'36"	16.16'
C9	98.00'	45°39'17"	78.09'
C10	12.00'	58°29'05"	12.25'

LINE TABLE		
LINE	BEARING	LENGTH
L3	N46°51'00"E	20.26'
L4	S46°51'00"W	13.00'
L5	S43°09'00"E	1.50'
L6	S43°08'36"E	78.00'

SCALE: 1" = 40'

DETAIL "A"
SCALE: 1" = 10'

DETAIL "B"
SCALE: 1" = 10'

LEGEND:

- ■ = SET PERMANENT REFERENCE MONUMENT PRM LB 7062
- □ = FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
- ● = PERMANENT CONTROL POINT LB 7062
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- I.E. = IRRIGATION EASEMENT
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- L.M.A.E. = LAKE MAINTENANCE AND ACCESS EASEMENT
- (N.R.) = NON RADIAL
- O.R.B. = OFFICIAL RECORDS BOOK
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- SEC. = SECTION
- S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- U.E. = UTILITY EASEMENT
- (142) = PROPOSED LOT NUMBER
- (11) = EXISTING LOT NUMBER

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

CITY OF PORT ST. LUCIE PROJECT NO. P16-158 JOB NO. W883017

VERANO, P.U.D. NO. 1, PLAT NO. 17

BEING A REPLAT OF ALL OF TRACT "G" AND PORTION OF TRACTS "CA9" AND "CA10", VERANO P.U.D. NO. 1, PLAT NO. 12, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 22 THROUGH 26, AND ALL OF TRACT "A", VERANO P.U.D. NO. 1, PLAT NO. 15 ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 72, PAGES 4 THROUGH 11, AND ALL OF TRACT "3A", VERANO P.U.D. NO. 1, PLAT 16, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 71, PAGES 20 THROUGH 26, ALL OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA
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NOVEMBER, 2016 SHEET 4 OF 8

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WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
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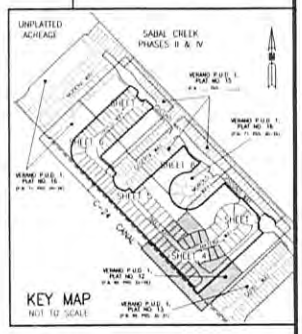

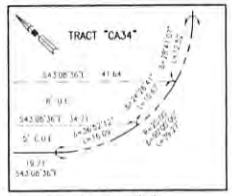

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PLAT BOOK	
PAGE	
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DATE	
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NOVEMBER, 2016 SHEET 5 OF 8

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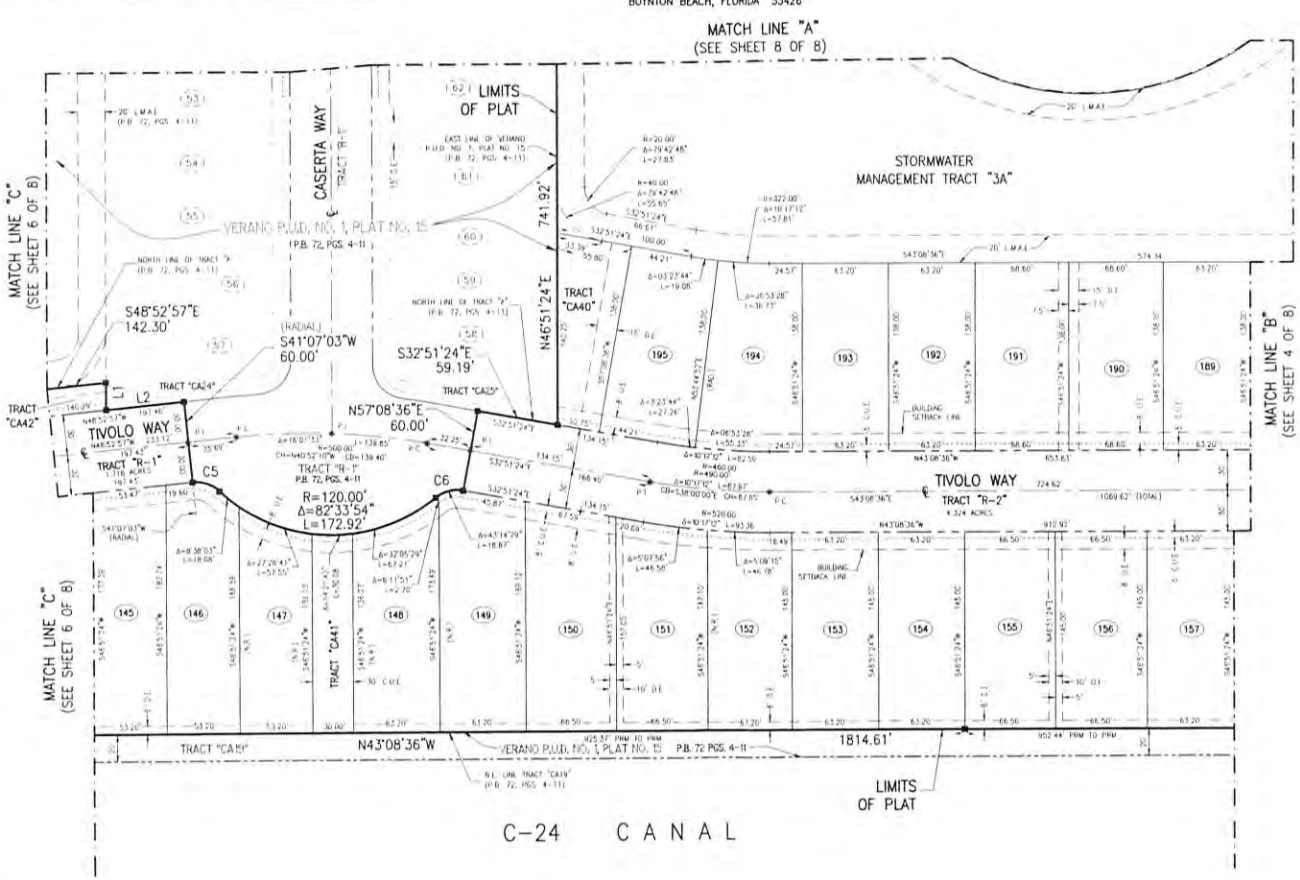
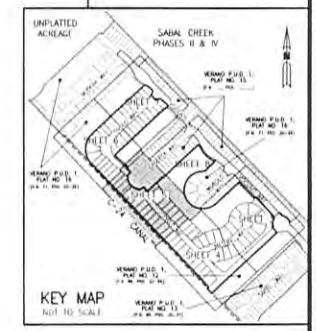
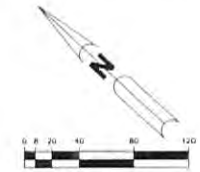
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C5	25.00'	49°09'06"	21.45'
C6	25.00'	49°26'21"	21.57'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S46°51'24"W	20.10'
L2	S48°52'57"E	57.16'







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CITY OF PORT ST. LUCIE PROJECT NO. P16-158 JOB NO. WI 663017

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NOVEMBER, 2016 SHEET 6 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
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1500 GATEWAY BOULEVARD, SUITE 200
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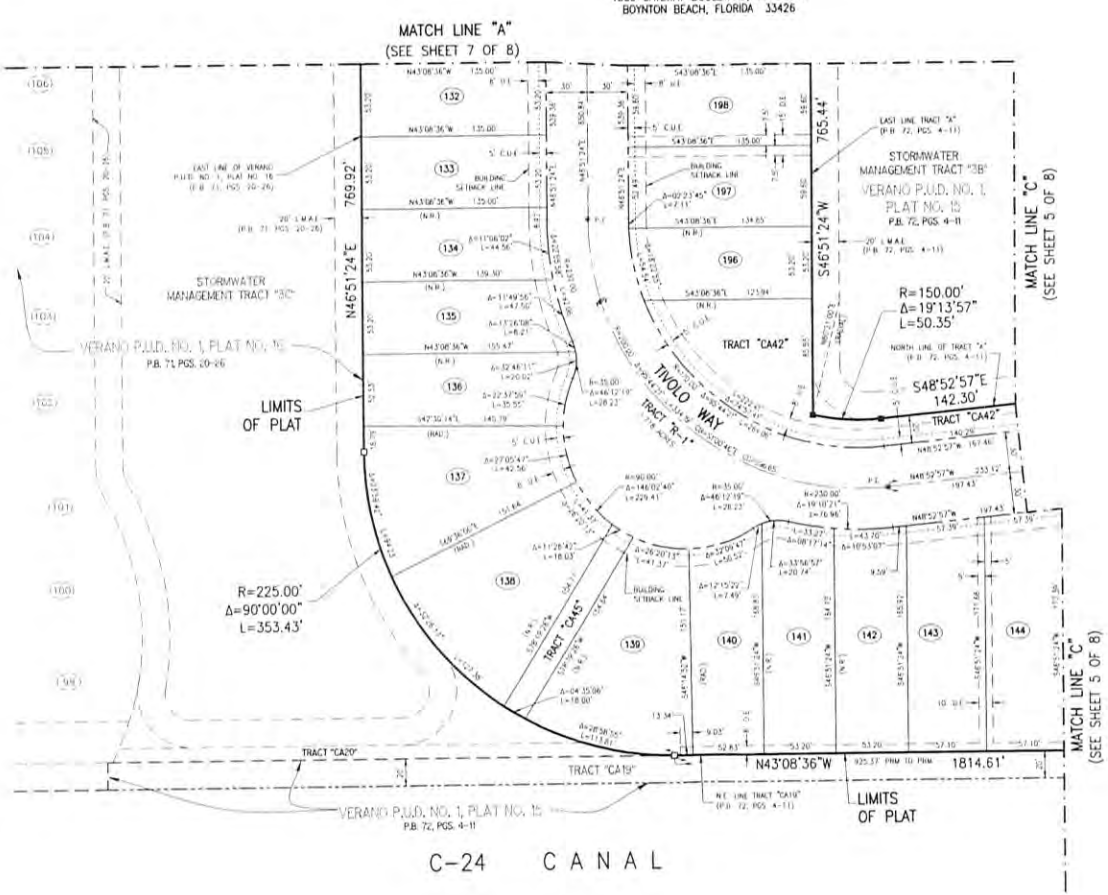

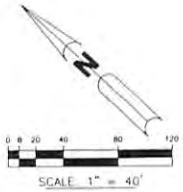

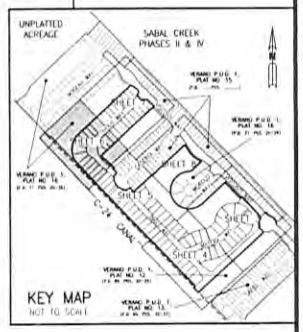

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NOVEMBER, 2016 SHEET 7 OF 8

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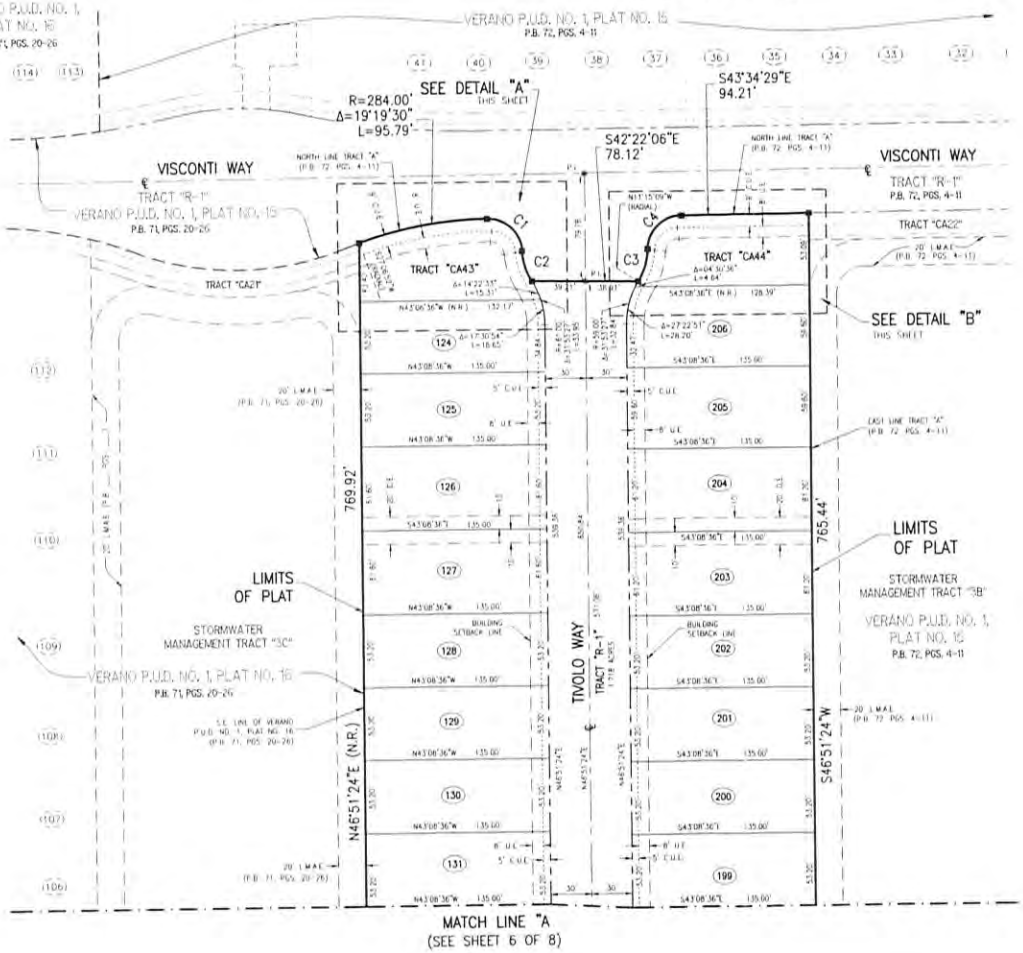
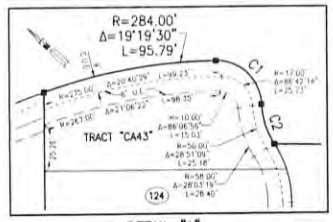
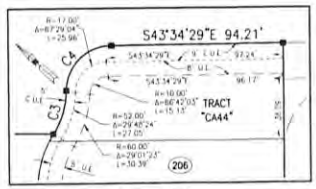


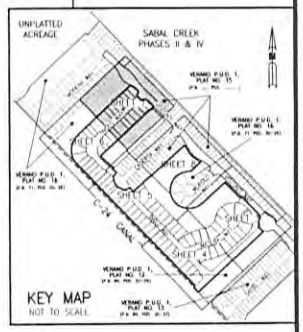
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	25.00'	88°19'30"	38.54'
C2	45.00'	29°47'56"	23.40'
C3	47.00'	30°42'28"	25.19'
C4	25.00'	88°23'08"	38.57'



DETAIL "A"
SCALE: 1" = 30'



DETAIL "B"
SCALE: 1" = 30'



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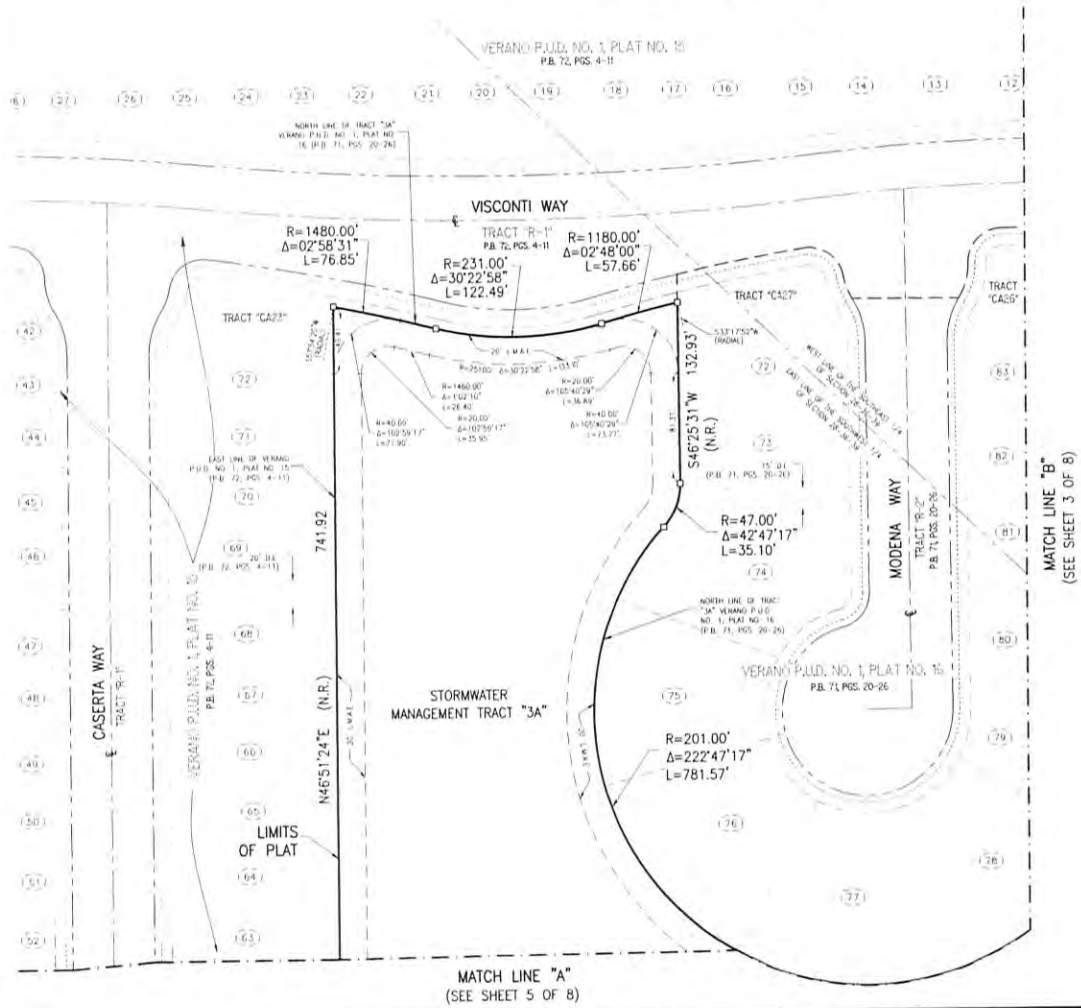
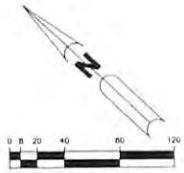
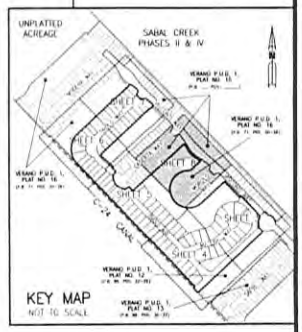
NOVEMBER, 2016 SHEET 8 OF 8

THIS INSTRUMENT PREPARED BY
WILBUR F. DIVINE, P.S.M. 4190, STATE OF FLORIDA
ARCADIS U.S. INC. LB 7062
ENGINEERS PLANNERS SURVEYORS
1500 GATEWAY BOULEVARD, SUITE 200
BOYNTON BEACH, FLORIDA 33426

PLAT BOOK
PAGE
FILE NO.
DATE
TIME



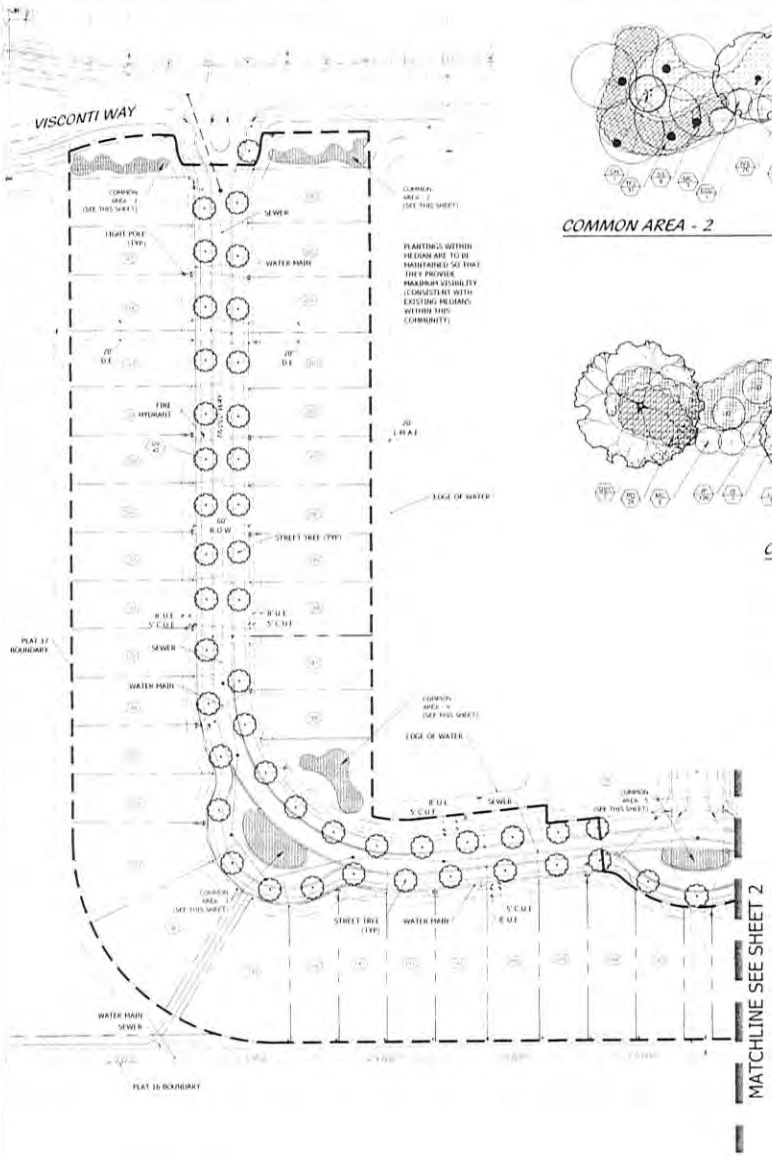




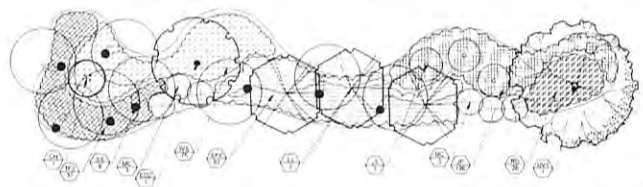
LEGEND:

- ■ = SET PERMANENT REFERENCE MONUMENT PRM LB 7062
- □ = FOUND PERMANENT REFERENCE MONUMENT PRM LB 7062
- ● = PERMANENT CONTROL POINT LB 7062
- Δ = DELTA ANGLE
- L = ARC LENGTH
- R = RADIUS
- ℄ = CENTERLINE
- A.E. = ACCESS EASEMENT
- CB = CHORD BEARING
- CH = CHORD DISTANCE
- C.U.E. = CITY UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- I.E. = IRRIGATION EASEMENT
- LB = LICENSED SURVEY BUSINESS
- L.E. = LANDSCAPE EASEMENT
- L.M.A.E. = LAKE MAINTENANCE AND ACCESS EASEMENT
- (N.R.) = NON RADIAL
- O.R.B. = OFFICIAL RECORDS BOOK
- P.B. = PLAT BOOK
- P.C. = POINT OF CURVATURE
- PG. = PAGE
- P.I. = POINT OF INTERSECTION
- P.O.B. = POINT OF BEGINNING
- PRM = PERMANENT REFERENCE MONUMENT
- P.T. = POINT OF TANGENCY
- RP. = RADIUS POINT
- R/W = RIGHT-OF-WAY
- (RAD.) = RADIAL
- SEC. = SECTION
- S.F.W.M.D. = SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- U.E. = UTILITY EASEMENT
- (142) = PROPOSED LOT NUMBER
- (11) = EXISTING LOT NUMBER

PLAT 17 LANDSCAPE Scale: 1" =60'



COMMON AREA - 1 Scale: 1" = 10'



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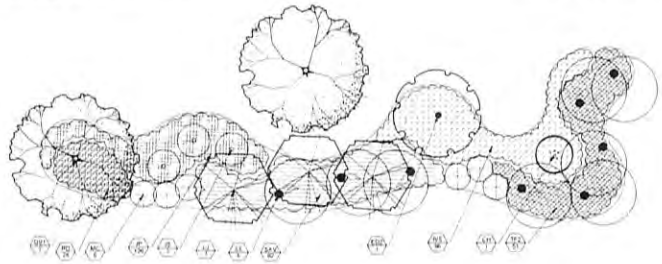
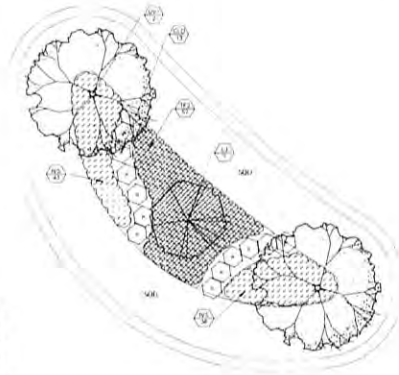
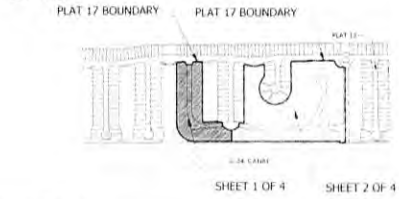


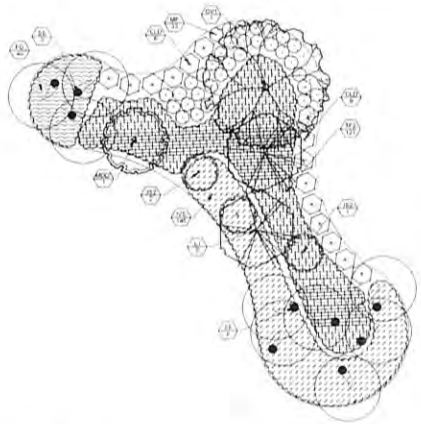
COMMON AREA - 3 Scale: 1" = 10'



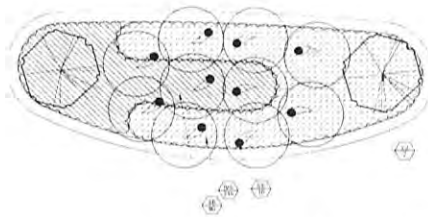
KEY MAP



COMMON AREA - 4 Scale: 1" = 10'



COMMON AREA - 5 Scale: 1" = 10'



PSL PROJ# P16-158

Plat 17 -Street Tree Plan

Scale: 1" = 60'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
www.cotleurhearing.com
Lic# LC-26000535

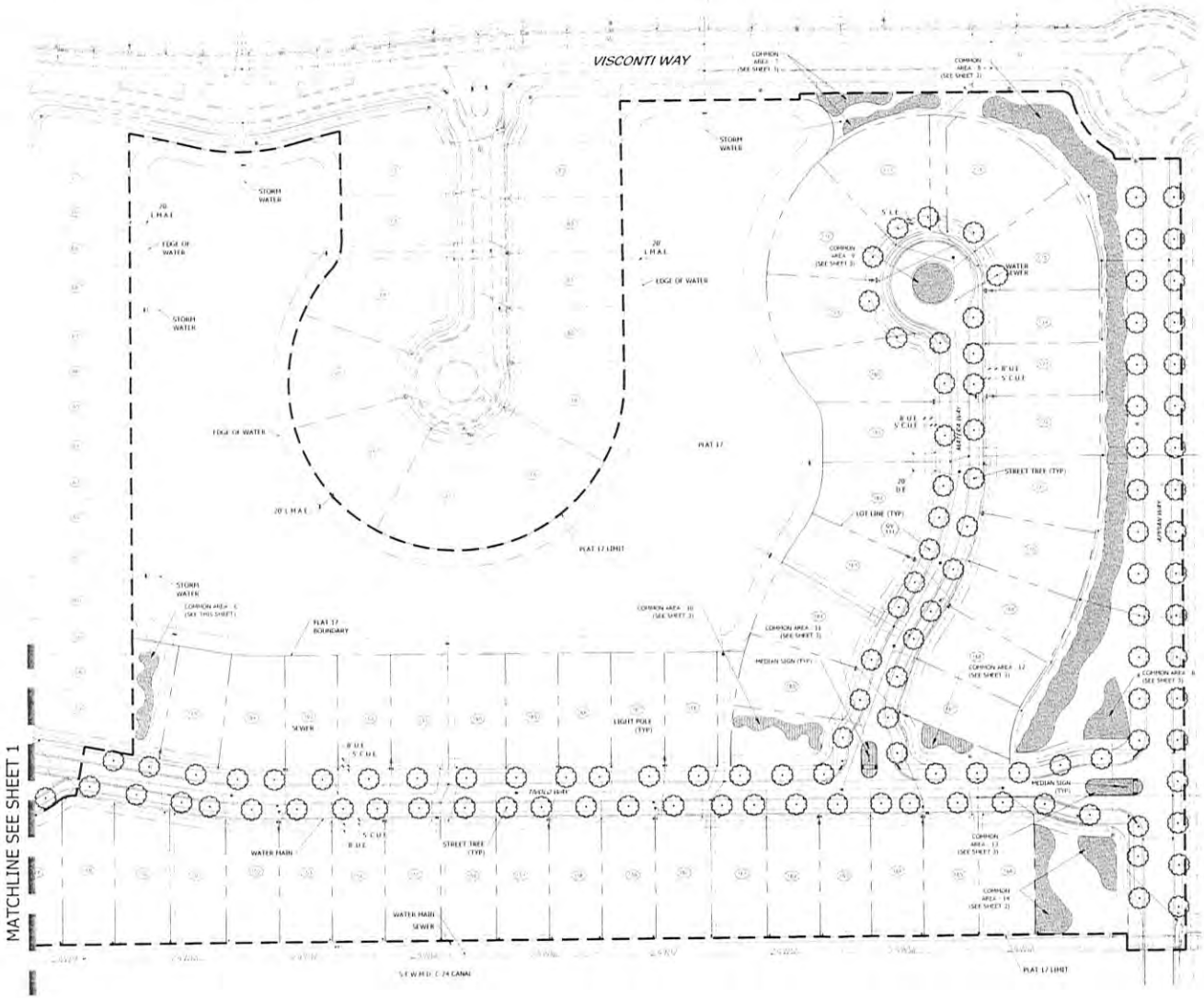
VERANO

Port Saint Lucie, Florida

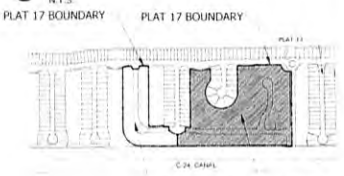
DESIGNED
DRAWN
APPROVED
JOB NUMBER
DATE
REVISIONS

SHEET 1 OF 4

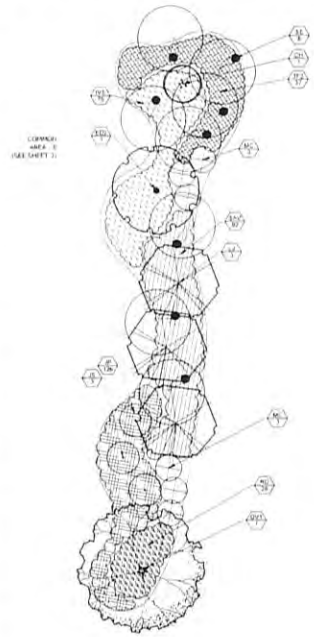
PLAT 17 LANDSCAPE Scale: 1" =60'



KEY MAP



COMMON AREA - 6 Scale: 1" = 10'



PSL PROJ# P16-158

Plat 17 -Street Tree Plan

Scale: 1" = 60'-0"

North

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Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
www.cotleurhearing.com
Lic# LC-26000535

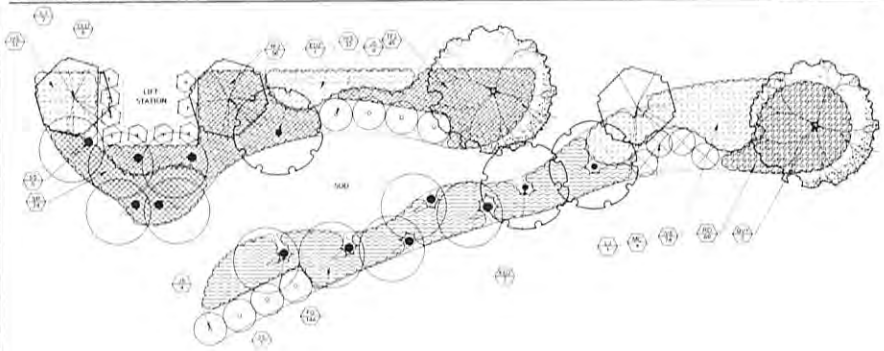
VERANO

Port Saint Lucie, Florida

DESIGNED	DTS
DRAWN	DTS YP
APPROVED	DEH
JOB NUMBER	P16-158
DATE	09-07-16
REVISIONS	

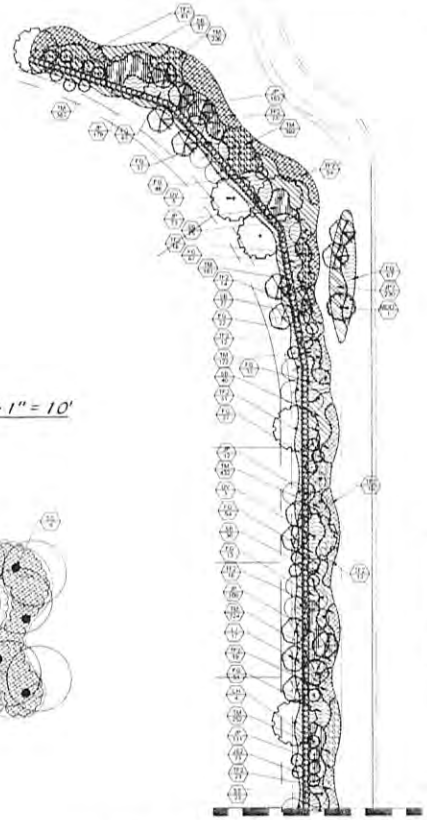
SHEET 2 OF 4

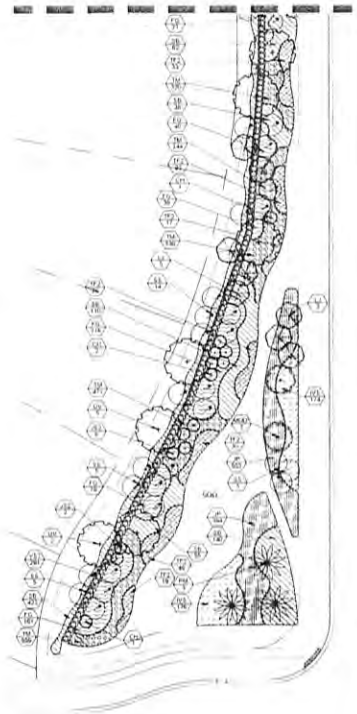
COMMON AREA - 7 Scale: 1" = 10'



COMMON AREA - 8 Scale: 1" = 30'

MATCHLINE SEE THIS SHEET

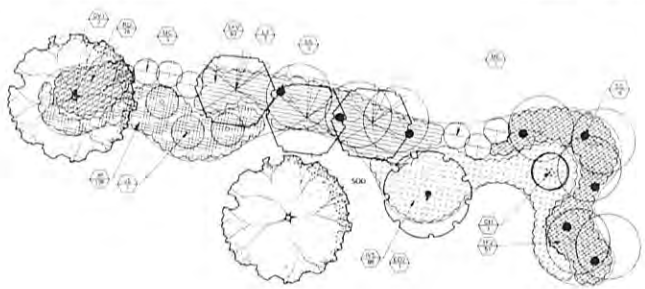




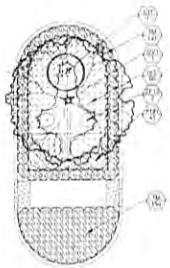
MATCHLINE SEE THIS SHEET

COMMON AREA - 9 Scale: 1" = 10'

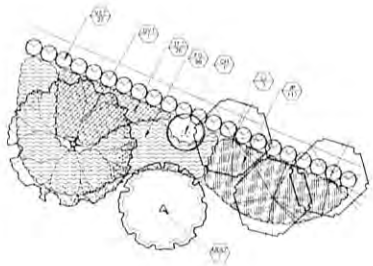
COMMON AREA - 10 Scale: 1" = 10'



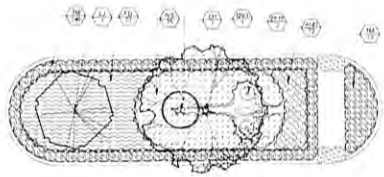
COMMON AREA - 11 Scale: 1" = 10'



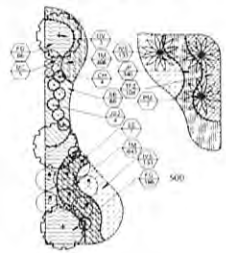
COMMON AREA - 12 Scale: 1" = 10'



COMMON AREA - 13 Scale: 1" = 10'



COMMON AREA - 14 Scale: 1" = 30'



PSL PROJ# P16-158

Plat 17 -Common Area Plan

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter Florida 33458
www.cotleurhearing.com
Lic# LC-26000535

VERANO

Port Saint Lucie, Florida

DESIGNED DTS
DRAWN DTS, HF
APPROVED DEH
JOB NUMBER P16-158
DATE 05-07-16
REVISIONS

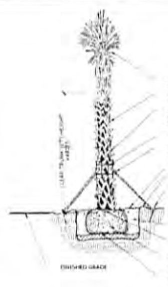
LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

PLANTING DETAILS

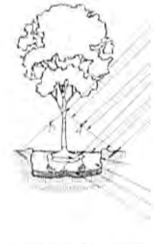
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



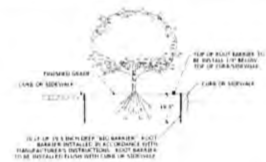
PALM PLANTING DETAIL

NTS



LARGE TREE PLANTING DETAIL

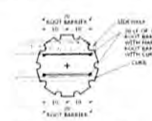
NTS



ROOT BARRIER DETAIL

SECTION VIEW

NTS



ROOT BARRIER DETAIL

PLAN VIEW

NTS

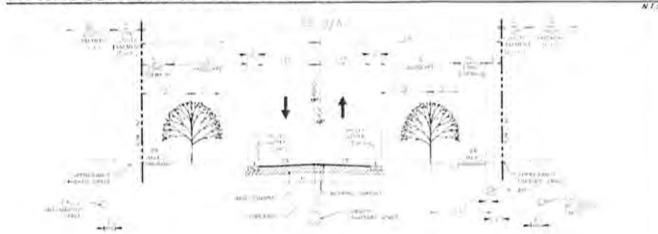
COACH LAMP (STREETLIGHTS)

NTS

LANDSCAPE NOTES

TYPICAL 65' RIGHT-OF-WAY SECTION

NTS



APPIAN WAY SECTION

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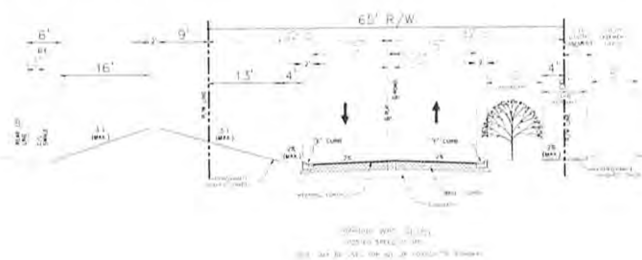


PLANT LIST

PSL PROJ# P16-158

Plat 17
Landscape Details

Cotleur & Hearing

Landscape Architects
Land Planners
Environmental Consultants

1934 Commerce Lane
Suite 1
Jupiter, Florida 33458

www.cotleurhearing.com
Lic# LC-26000535

VERANO

Port Saint Lucie, Florida

DESIGNED	DTS
DRAWN	DTS, VP
APPROVED	DEH
JOB NUMBER	P16-158
DATE	09-07-16
REVISIONS	

SHEET 4 OF 4

PAVING, GRADING, AND DRAINAGE PLANS

FOR

VERANO P.U.D. NO. 1, PLAT NO. 17

DEVELOPER: VERANO DEVELOPMENT, LLC
10911 S.W. VISCONTI WAY
PORT ST. LUCIE, FL 34986
PHONE: 772-467-1299
FAX: 772-467-1858

LOCATION MAP
N.T.S.
SEC. 24 TWP. 35 S. RGE. 39 E.

PREPARED BY:

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	COVER SHEET
2-6	PAVING, GRADING, AND DRAINAGE PLAN
7-9	PAVING, GRADING, AND DRAINAGE DETAILS
SWPP01	STORMWATER POLLUTION & PREVENTION PLANS
SWPP02	STORMWATER POLLUTION & PREVENTION DETAILS

REVISIONS:

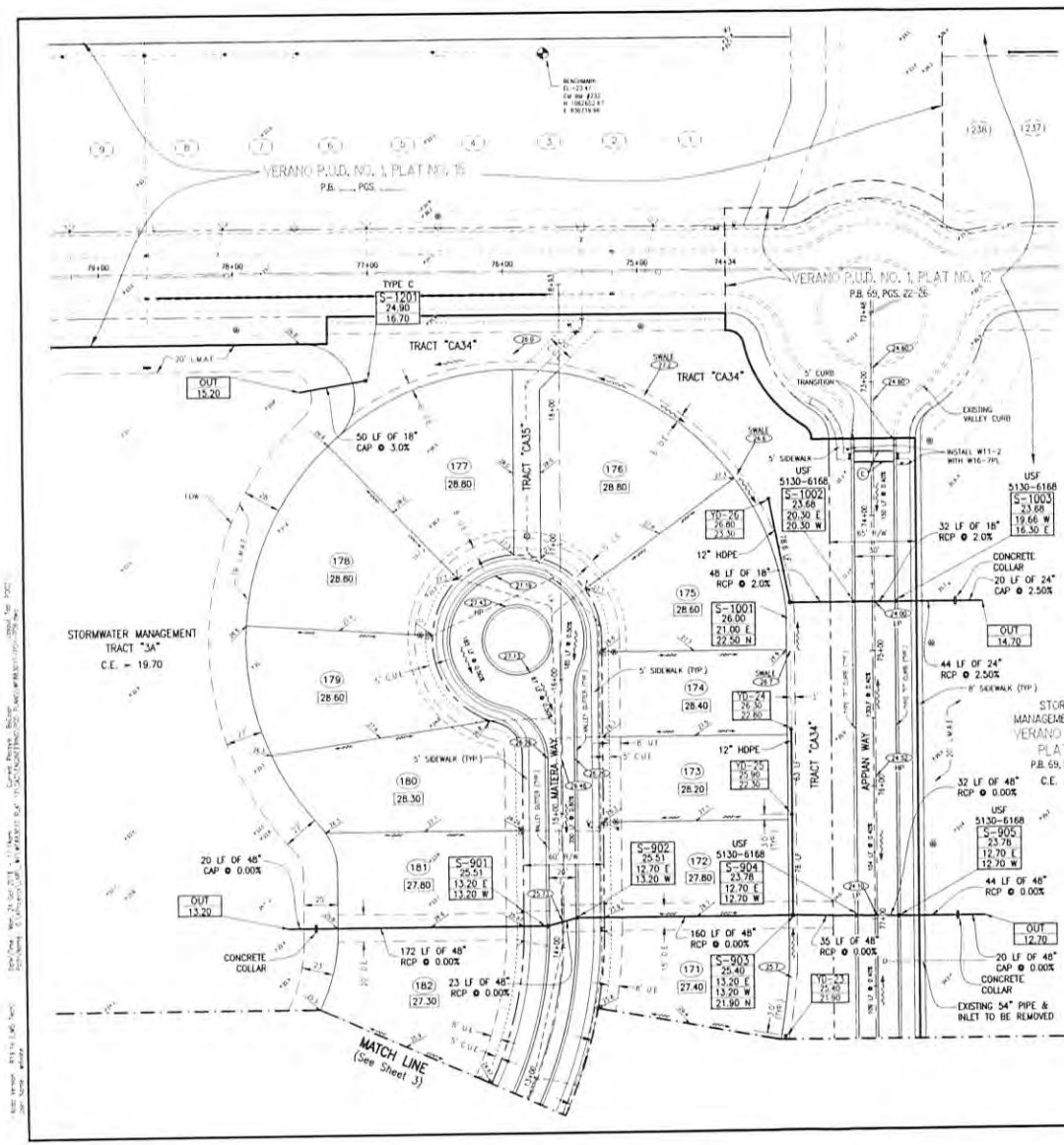
1. SPRC COMMENTS 12-09-15

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200 Boynton Beach, Florida 33426
Tel: (561) 697-7000 Fax: (561) 369-4731 www.arcadis.com
EB 7917 / LB 7062

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

SHEET TITLE: COVER SHEET	
SEAL	SEAL
DATE: OCTOBER 2015	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000 0000P	DRAWN BY: JAI
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD1 OF 9

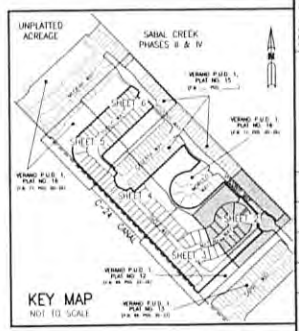


NOTES:

1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
2. MINIMUM FINISHED FLOOR ELEVATION 25.50 N.A.V.D.
3. CONTROL WATER ELEVATION = 19.70 N.A.V.D.
4. ALL CATCH BASINS LOCATED ALONG THE 2' VALLEY GUTTER CURB SHALL HAVE
   A USF 5113 INLET FRAME AND 6194 GRATES
5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE T. MANHOLE COVER LETTERING TO READ
   "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.).
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL.

LEGEND

EXISTING STORM SEWER WITH CATCH BASIN	
STORM SEWER LINE WITH JUNCTION BOX	STRUCTURE NO. S-1; GRATE/RIM ELEV. 20.00; INVERT ELEV. 15.00
STORM SEWER LINE WITH CATCH BASIN AND NUMBER	
SANITARY SEWER LINE WITH MANHOLE	
WATER MAIN	
PROPOSED ELEVATION	0.00
PROPOSED LOT ELEVATIONS	0.00
EXISTING ELEVATION	0.00
DIRECTION OF FLOW	
DENOTES PORTION OF PAVEMENT AND SIDEWALK TO BE CONSTRUCTED WITH THESE IMPROVEMENTS	
DENOTES PORTION OF PAVEMENT TO BE REPAIRED WITH THESE IMPROVEMENTS	
LOT NUMBER	262
FINISHED FLOOR ELEVATION	25.50
EDGE OF WATER	EOW
LANDSCAPE EASEMENT	L.E.
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
DRAINAGE EASEMENT	D.E.
UTILITY EASEMENT	U.E.
IRRIGATION EASEMENT	I.E.
CITY UTILITY EASEMENT	C.U.E.
CONTROL ELEVATION	C.E.
STORM DRAINAGE	STM
TYPICAL	TYP.
ELEVATION	ELEV.
HIGH POINT	HP
CORRUGATED ALUMINUM PIPE	CAP
REINFORCED CONCRETE PIPE	RCP
EXISTING	EXIST.
RIGHT-OF-WAY	R/W
RADIUS	R
STREET LIGHTS	
12" WHITE STRIPE	
24 WHITE STOP BAR	



CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	SFWC COMMENTS
2	08-17-16	RELOCATE SIDEWALK APPIAN WAY
	10-24-16	REVISE CITY PROJECT NUMBER

SCALE: 1" = 40'

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

PAVING, GRADING AND DRAINAGE PLANS

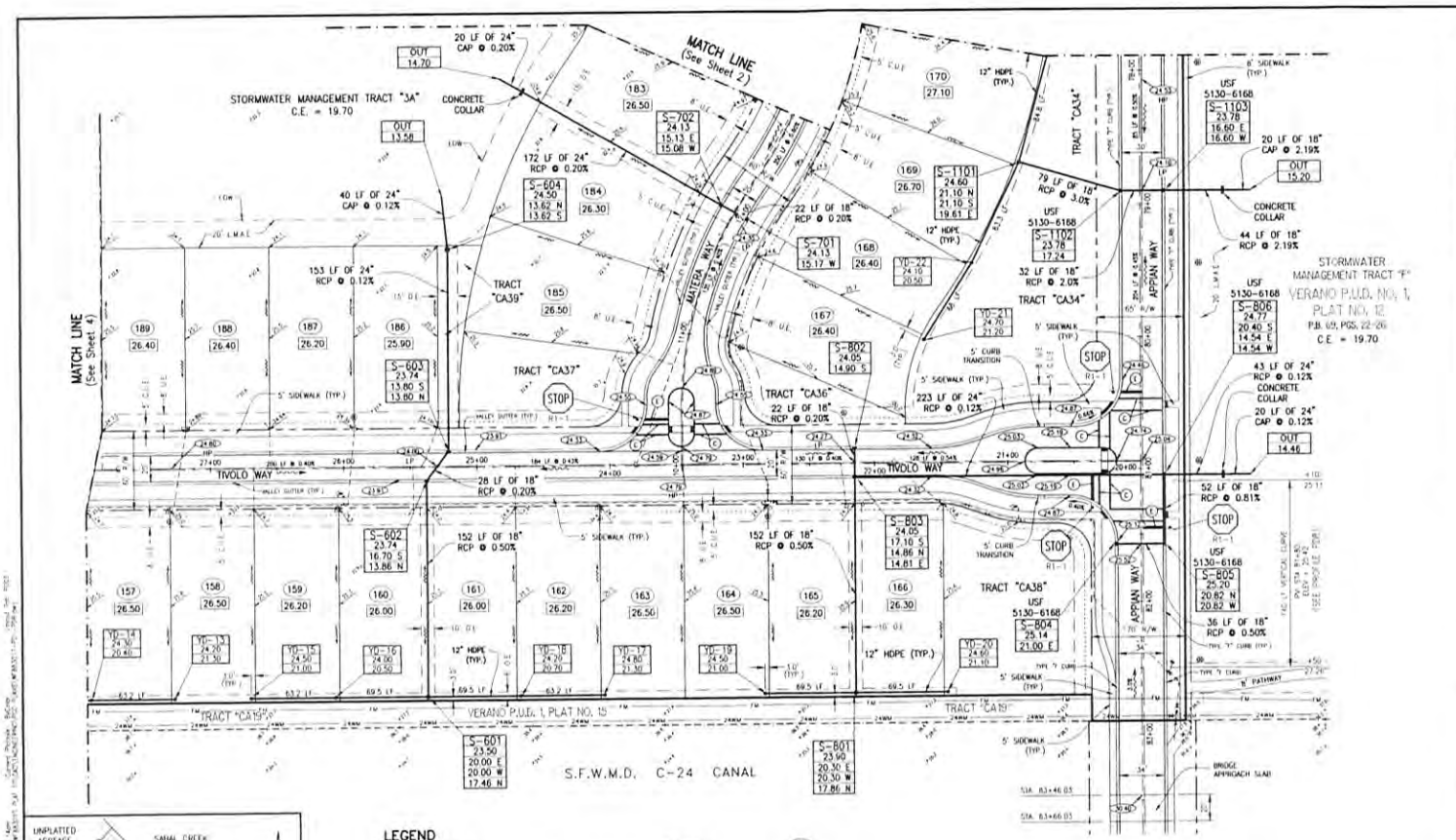
ARCADIS

ARCADIS U.S., Inc.
1500 Gateway Blvd., Suite 200
Boynton Beach, FL 33426
Tel: (561) 742-2300 Fax: (561) 336-6731
www.arcadis-us.com

LICENSE NO. 6709 / LC26000288

SEAL: ROBERT W. LAWSON, P.E. FL P.E. NO. 36640

DATE: OCTOBER 2015	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000F	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD2 OF 9



KEY MAP
NOT TO SCALE

LEGEND

EXISTING STORM SEWER WITH CATCH BASIN	
STORM SEWER LINE WITH JUNCTION BOX	STRUCTURE NO. S-1; GRATE/RIM ELEV. 20.00; INVERT ELEV. 15.00
STORM SEWER LINE WITH CATCH BASIN AND NUMBER	
SANITARY SEWER LINE WITH MANHOLE	
WATER MAIN	
PROPOSED ELEVATION	8.00
PROPOSED LOT ELEVATIONS	0.55
EXISTING ELEVATION	10.00
DIRECTION OF FLOW	
DENOTES PORTION OF PAVEMENT AND SIDEWALK TO BE CONSTRUCTED WITH THESE IMPROVEMENTS	
DENOTES PORTION OF PAVEMENT TO BE REPAIRED WITH THESE IMPROVEMENTS	

LOT NUMBER	262
FINISHED FLOOR ELEVATION	25.50
EDGE OF WATER	EOW
LANDSCAPE EASEMENT	L.E.
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
DRAINAGE EASEMENT	D.E.
UTILITY EASEMENT	U.E.
IRRIGATION EASEMENT	I.E.
CITY UTILITY EASEMENT	C.U.E.
CONTROL ELEVATION	C.E.
STORM DRAINAGE	STM
TYPICAL	TYP
ELEVATION	ELEV.
HIGH POINT	HP
CORRUGATED ALUMINUM PIPE	CAP
REINFORCED CONCRETE PIPE	RCP
EXISTING	EXIST
RIGHT-OF-WAY	R/W
RADIUS	R
STREET LIGHTS	
12" WHITE STRIPE	C
24 WHITE STOP BAR	T

NOTES:
1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
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5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE F. MANHOLE COVER LETTERING TO READ "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.)
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	SFWC COMMENTS
2	08-17-16	RELOCATE SIDEWALK APPIAN WAY
3	08-29-16	REVISION PER UTILITIES
	10-24-16	REVISE CITY PROJECT NUMBER

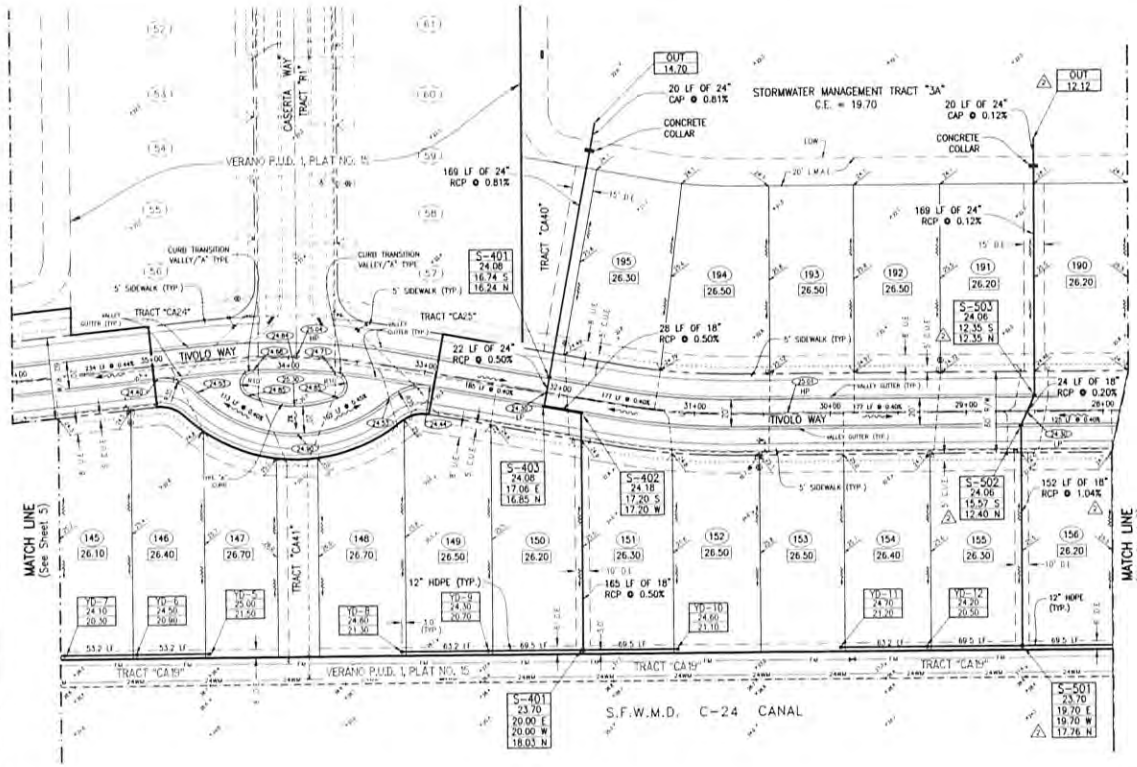
SCALE: 1" = 40'

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE
PAVING, GRADING AND DRAINAGE PLANS

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
Tel: (561) 737-7600 Fax: (561) 436-7697
www.arcadis-us.com
ROBERT W. LARSON, P.E.
FL. P.E. NO. 75640

DATE: OCTOBER 2015	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAV
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD3 OF 9

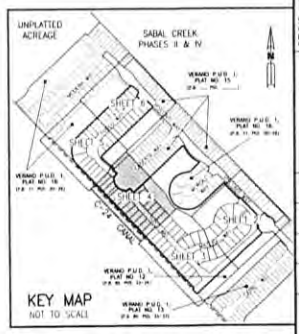


LEGEND

EXISTING STORM SEWER WITH CATCH BASIN	
STORM SEWER LINE WITH JUNCTION BOX	STRUCTURE NO. S-1; GRATE/RIM ELEV. 20.00; INVERT ELEV. 15.00
STORM SEWER LINE WITH CATCH BASIN AND NUMBER	
SANITARY SEWER LINE WITH MANHOLE	
WATER MAIN	
PROPOSED ELEVATION	0.00
PROPOSED LOT ELEVATIONS	0.00
EXISTING ELEVATION	0.00
DIRECTION OF FLOW	
DENOTES PORTION OF PAVEMENT AND SIDEWALK TO BE CONSTRUCTED WITH THESE IMPROVEMENTS	
DENOTES PORTION OF PAVEMENT TO BE REPAIRED WITH THESE IMPROVEMENTS	
LOT NUMBER	262
FINISHED FLOOR ELEVATION	25.50
EDGE OF WATER	EOW
LANDSCAPE EASEMENT	L.E.
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
DRAINAGE EASEMENT	D.E.
UTILITY EASEMENT	U.E.
IRRIGATION EASEMENT	I.E.
CITY UTILITY EASEMENT	C.U.E.
CONTROL ELEVATION	C.E.
STORM DRAINAGE	STM
TYPICAL	TYP.
ELEVATION	ELEV.
HIGH POINT	HP
CORRUGATED ALUMINUM PIPE	CAP
REINFORCED CONCRETE PIPE	RCP
EXISTING	EXIST
RIGHT-OF-WAY	R/W
RADIUS	R
STREET LIGHTS	
12" WHITE STRIPE	12
24 WHITE STOP BAR	24

NOTES:

1. MINIMUM ROAD CROWN ELEVATION 24.00 N.A.V.D.
2. MINIMUM FINISHED FLOOR ELEVATION 25.50 N.A.V.D.
3. CONTROL WATER ELEVATION = 19.70 N.A.V.D.
4. ALL CATCH BASINS LOCATED ALONG THE 2' VALLEY GUTTER CURB SHALL HAVE A USF 5113 INLET FRAME AND 6194 GRATES.
5. ALL MANHOLE TYPE DRAINAGE STRUCTURES ("TURNING STRUCTURES ONLY") SHALL HAVE A USF 170 RING AND COVER TYPE F. MANHOLE COVER LETTERING TO READ "STORM SEWER" OR EQUIVALENT.
6. FRAMES SHALL BE SET TO GRADE UTILIZING 4 COURSES OF BRICK (MAX.)
7. 12" CHECK VALVE SHALL BE TIDEFLEX CHECKMATE OR EQUAL.



CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-08-15	SFWC COMMENTS
2	07-12-16	REVISE INVERTS S-501, S-502 & S-503
	10-24-16	REVISE CITY PROJECT NUMBER

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

PAVING, GRADING AND DRAINAGE PLANS

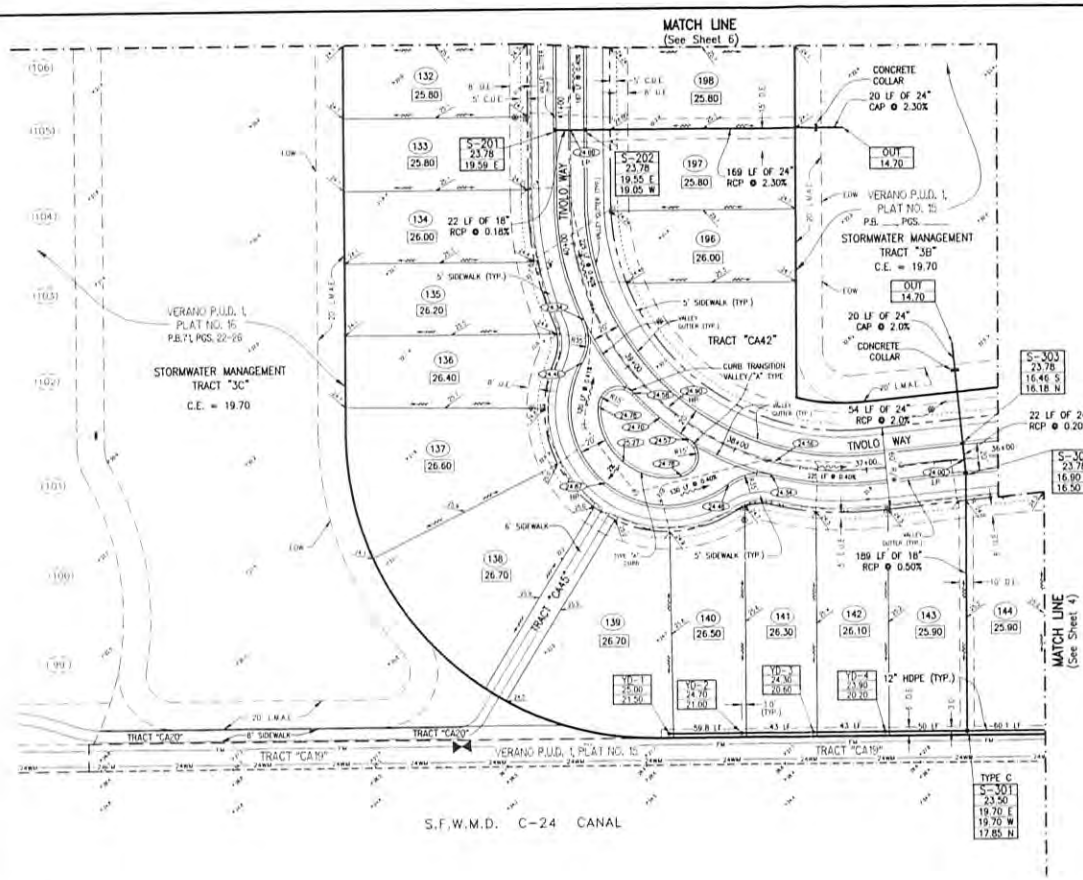
ARCADIS

ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
Tel. (561) 732-7000 Fax (561) 731-1473
www.arcadis-us.com

LICENSE: LC26000268

SEAL: STATE OF FLORIDA, ROBERT W. LAWSON, P.E. FL P.E. NO. 28840

DATE: OCTOBER 2015	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD4 OF 9



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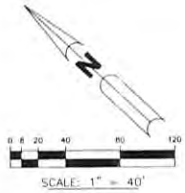

LEGEND

EXISTING STORM SEWER WITH CATCH BASIN	
STORM SEWER LINE WITH JUNCTION BOX	
STRUCTURE NO. / GRATE/RIM ELEV. / INVERT ELEV.	S-1 / 20.00 / 15.00
STORM SEWER LINE WITH CATCH BASIN AND NUMBER	
SANITARY SEWER LINE WITH MANHOLE	
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PROPOSED ELEVATION	0.00
PROPOSED LOT ELEVATION	0.00
EXISTING ELEVATION	
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DENOTES PORTION OF PAVEMENT AND SIDEWALK TO BE CONSTRUCTED WITH THESE IMPROVEMENTS	
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ELEVATION	ELEV.
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RIGHT-OF-WAY	R/W
RADIUS	R
STREET LIGHTS	SL
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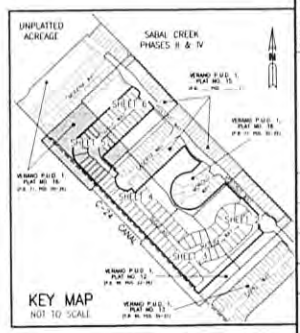

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV	ISSUED DATE	DESCRIPTION
1	12-09-15	SFWC COMMENTS
	10-24-16	REVISE CITY PROJECT NUMBER

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

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ARCADIS

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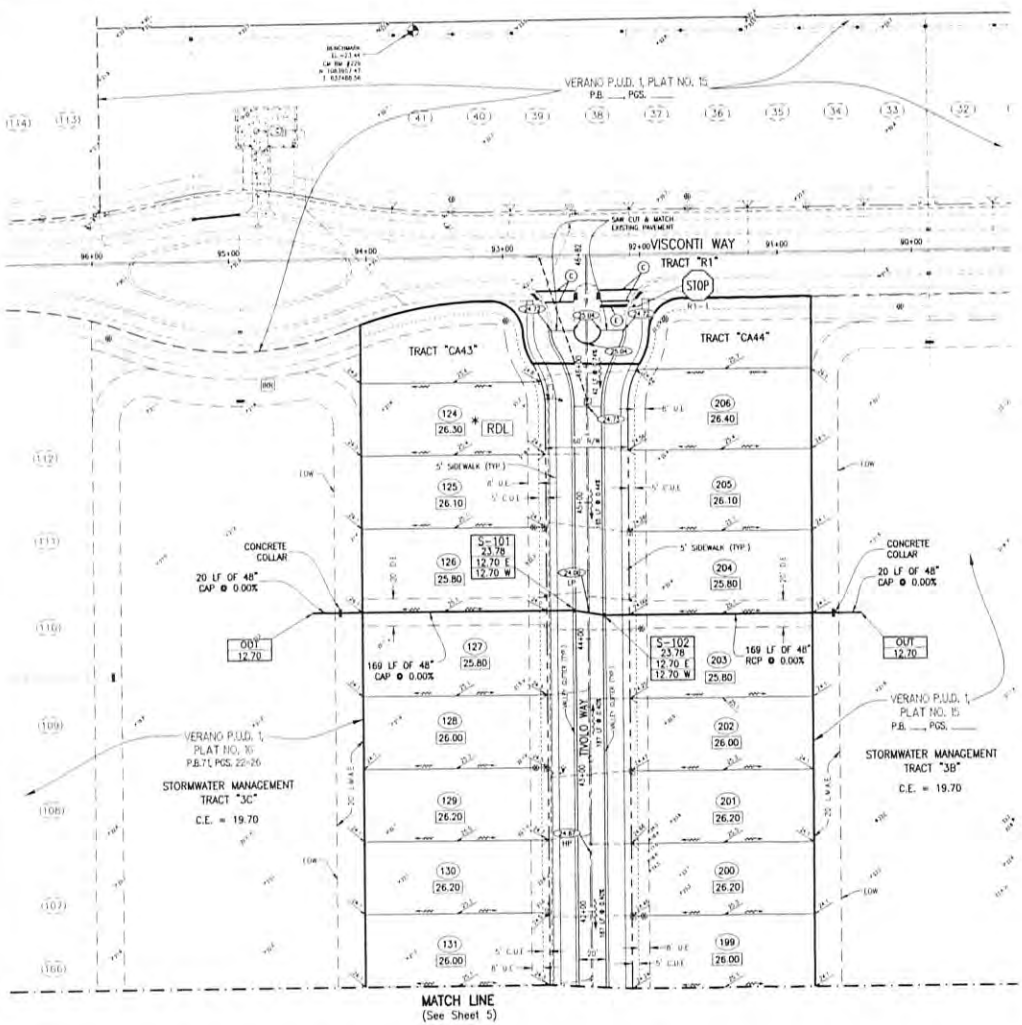
1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
Tel: (561) 674-7000 Fax: (561) 908-4731
www.arcadis.com

FLORIDA BUSINESS LICENSE NO. 2000

SEAL: STATE OF FLORIDA, ROGER W. LARSON, P.E., FL REG. NO. 26640, OCT 2015

DATE: OCTOBER 2015	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAV
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD5 OF 9



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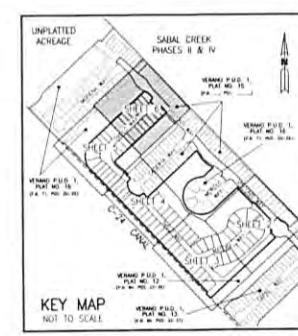

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	SPBC COMMENTS
	10-24-16	REVISE CITY PROJECT NUMBER

SCALE: 1" = 40'

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

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SEAL

SEAL

ROBERT W. LAWSON, P.E.
FL. P.E. NO. 26640

DATE: OCTOBER 2015	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.000DP	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD6 OF 9

GENERAL NOTES:

1. ALL CHANGES SHALL BE APPROVED IN WRITING BY ARCADIS U.S., INC.

2. ALL WORK SHALL BE DONE IN A WORKMANLIKE MANNER AND SHALL CONFORM TO ALL APPLICABLE CITY, COUNTY, STATE OR FEDERAL REGULATIONS AND/OR CODES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL PERMITS AND LICENSES REQUIRED PRIOR TO INITIATING THE WORK.

3. SEQUENCE OF CONSTRUCTION – THE SEQUENCE OF CONSTRUCTION SHALL BE SUCH THAT ALL UNDERGROUND INSTALLATIONS OF EVERY KIND THAT ARE BENEATH THE PAVEMENT SHALL BE IN PLACE AND HAVE PROPER DENSITY PRIOR TO THE CONSTRUCTION AND COMPACTION OF THE SUBGRADE.

4. THE CONTRACTOR SHALL CALL SUNSHINE 1-800-432-4770 48 HOURS BEFORE DIGGING FOR FIELD LOCATIONS OF UNDERGROUND UTILITIES.

5. AS-BUILTS – THE CONTRACTOR SHALL COMPLETE "AS-BUILT" INFORMATION RELATIVE TO LOCATION OF THE INLETS AND MANHOLES, THEIR INVERTS AND RIM ELEVATIONS, AND THE LOCATIONS OF UTILITIES AND UTILITY SERVICES.

6. GUARANTY – ALL MATERIAL AND EQUIPMENT TO BE FURNISHED AND/OR INSTALLED BY THE CONTRACTOR UNDER THIS CONTRACT SHALL BE GUARANTEED FOR A PERIOD OF ONE YEAR FROM THE DATE OF FINAL ACCEPTANCE HEREOF AGAINST DEFECTIVE MATERIALS, DESIGN AND WORKMANSHIP. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE GUARANTEED EQUIPMENT OR MATERIALS, DURING THE GUARANTY PERIOD, THE AFFECTED PART, PARTS OR MATERIALS SHALL BE REPAIRED OR REPLACED BY THE CONTRACTOR AT NO EXPENSE TO THE OWNER. IN THE EVENT THE CONTRACTOR FAILS TO MAKE THE NECESSARY REPLACEMENT OR REPAIRS WITHIN SEVEN DAYS AFTER NOTIFICATION BY THE OWNER, THE OWNER MAY ACCOMPLISH THE WORK AT THE EXPENSE OF THE CONTRACTOR.

7. ELEVATIONS – ALL ELEVATIONS REFER TO NAVD 1988 DATUM.

8. BENCHMARKS SHOWN ON PAVING, GRADING AND DRAINAGE PLAN SHEETS.

9. GRADES SHOWN ARE FINISHED GRADES.

10. GRATE ELEVATIONS REFER TO THE EDGE OF PAVEMENT SIDE OF THE GRATE (SEE DETAIL)

11. MINIMUM ROAD CROWN ELEVATION IS ELEVATION 24.00 NAVD.

12. THE MINIMUM FINISH FLOOR ELEVATION FOR ANY RESIDENTIAL STRUCTURE IS ELEVATION 25.50 NAVD WHICH IS ABOVE THE PROJECTED FLOOD STAGE PRODUCED BY THE ONE IN ONE HUNDRED YEAR FREQUENCY STORM) OR 18 INCHES ABOVE THE CROWN OF ROAD WHICHEVER IS HIGHER.

13. CLEARING AND GRUBBING – WITHIN THE LIMITS OF CONSTRUCTION, ALL VEGETATION AND ROOT MATERIAL SHALL BE REMOVED.

14. GUMBO – WHERE GUMBO OR OTHER PLASTIC CLAYS ARE ENCOUNTERED, THEY SHALL BE REMOVED WITHIN THE ROADWAY AND PARKING AREAS ONE FOOT BELOW THE SUBGRADE EXTENDING HORIZONTALLY TO THE OUTSIDE EDGE OF THE SHOULDER AREA.

15. HARDPAN – IF HARDPAN IS ENCOUNTERED IN THE SWALE AREA, IT WILL BE REMOVED TO A WIDTH OF TWO FEET AT THE SWALE INVERT AND REPLACED WITH GRANULAR MATERIAL.

16. MUCK AND PEAT – IF MUCK AND/OR PEAT ARE ENCOUNTERED IN THE ROAD OR PARKING AREA, THEY WILL BE REMOVED COMPLETELY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT AND SHALL BE BACKFILLED WITH GRANULAR MATERIAL.

17. WHERE SOD IS DESIRED, LOWER THE GROUND 7 INCHES BELOW THE FINISHED GRADE TO ALLOW FOR THE THICKNESS OF THE SOD. 18. BACKFILL – REQUIREMENTS FOR PIPE AND DITCH BACKFILL: EXISTING ROADS, PARKING AREAS, OR STRUCTURES SHALL BE DEFINED IN THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. PIPELINE BACKFILL SHALL BE PLACED IN SIX INCH LIFTS AND COMPACTED TO 100% OF THE STANDARD PROCTOR (A.A.S.H.T.O.) T-99 SPECIFICATIONS.

19. UTILITIES – IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN THE EXACT LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES, WHETHER SHOWN OR NOT, PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES PRIOR TO CONSTRUCTION. NOTIFY ENGINEER PRIOR TO CONSTRUCTION OF ANY DEVIATION FROM WHAT IS SHOWN ON THE PLAN.

20. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR, BUT NOT LIMITED TO, ALL PIPE, DRAINAGE STRUCTURES, GRATES, FRAMES AND COVERS.

21. STORM SEWER PIPE SHALL BE PAID BASED ON MEASUREMENT FROM CENTER OF STRUCTURE TO CENTER OF STRUCTURE.

22. WHERE CONNECTIONS TO AN EXISTING DRAINAGE SYSTEM ARE PROPOSED, SAID EXISTING DRAINAGE STRUCTURES AND LINES SHALL BE CLEANED OF ALL SILT AND OTHER DEBRIS PRIOR TO SAID CONNECTIONS BEING MADE. AND WHERE THE EXISTING DRAINAGE SYSTEM INCLUDES DITCHES, SAID DITCHES SHALL BE CLEANED AND REWORKED AS NECESSARY TO RESTORE THEM TO AN APPROVED DESIGN SECTION. SYSTEMS ARE TO BE CLEANED AND/OR GRADED TO THE POINT OF LEGAL POSITIVE OUTFALL.

23. ALL PIPE LENGTHS AND CENTERLINE SLOPE LENGTHS SHOWN ON THESE DRAWINGS ARE SCALED DISTANCES. THE CONTRACTOR SHALL CONFIRM ALL MEASUREMENTS IN THE FIELD AND NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCY WITH THE DRAWINGS PRIOR TO PERFORMING THE WORK.

24. INLETS AND MANHOLES – ALL INLETS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH FLORIDA D.O.T. STANDARDS SPECIFICATIONS, LATEST EDITION AND ROADWAY AND TRAFFIC DESIGN STANDARDS, LATEST EDITION, AND THE CITY OF PORT ST. LUCIE STANDARDS, LATEST EDITION.

25. CORRUGATED ALUMINUM PIPE – THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF THE A.A.S.H.T.O., M-196, AND WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. ALUMINUM PIPE TO BE HELICAL (SPIRAL FLOW).

26. INSTALLATION OF CORRUGATED METAL PIPE – ALL JOINTS ON STORM SEWER PIPE SHALL BE MADE UP WITH ONE-HALF INCH NEOPRENE. ALL BANDS SHALL HAVE THE SAME CORRUGATION DESIGN AS THE PIPE. THE WIDTH OF THE BANDS SHALL BE AS FOLLOWS: 12 INCH WIDE UP TO 48 INCH DIAMETER PIPE, AND 24 INCH WIDE OVER 48 INCH DIAMETER PIPE. THE REQUIREMENTS OF D.O.T. DIVISION WILL BE ADHERED TO WITH ANNULAR BANDING OF JOINTS REQUIRED. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T. SPECIFICATIONS.

27. REINFORCED CONCRETE PIPE – THE PIPE SHALL CONFORM WITH THE REQUIREMENTS OF CLASS III OF A.S.T.M. C-76 AND WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. ALL PIPE JOINTS SHALL BE WRAPPED WITH FILTER FABRIC PER F.D.O.T. SPECIFICATIONS.

28. ALL PAVING AND DRAINAGE WORK SHALL BE CONSTRUCTED IN FULL ACCORDANCE WITH THE CITY OF PORT ST. LUCIE'S LATEST STANDARDS.

29. ANY EXISTING ROADWAY AND/OR UTILITY THAT IS DAMAGED BY THE CONTRACTOR SHALL BE CORRECTED AT THE CONTRACTOR'S EXPENSE TO THE SATISFACTION OF THE ENGINEER.

30. SUBGRADE – SHALL BE COMPACTED AS NOTED ON THE PLANS AND MEET THE DENSITY REQUIREMENTS AS DETERMINED BY THE A.A.S.H.T.O. T-180 SPECIFICATIONS. SUBGRADE SHALL EXTEND 12 INCHES BEYOND THE PROPOSED EDGE OF PAVEMENT AND/OR 6" BEYOND VALLEY GUTTER, TYPE "A" AND "F" CURB & GUTTER OR TYPE "D" CURB. SUBGRADE SHALL BE 12 INCHES THICK COMPACTED TO 98% ACCORDING TO A.A.S.H.T.O. T-180. ALL MUCK, STUMPS, ROOTS OR OTHER DELETERIOUS MATERIAL ENCOUNTERED IN THE PREPARATIONS OF THE SUBGRADE SHALL BE REMOVED COMPLETELY FROM THE CENTERLINE OF THE ROADWAY TO A WIDTH OF TEN FEET BEYOND THE EDGE OF PAVEMENT. IF SUBGRADE IS REQUIRED TO BE STABILIZED, THE REQUIRED BEARING VALUE DETERMINATIONS SHALL BE MADE BY THE LIMEROCK BEARING RATIO, TEST METHOD "D" OF A.A.S.H.T.O. T-180 SPECIFICATIONS.

31. BASE – APPROVED LOCAL BASE MATERIAL MEETING LBR 100 MIN., SHALL BE COMPACTED TO NOT LESS THAN 98% MAXIMUM DENSITY AS DETERMINED BY A.A.S.H.T.O. T-180 SPECIFICATIONS AND AS CALLED FOR IN FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. BASE COURSES OVER 6 1/2" THICK SHALL BE PLACED AND COMPACTED IN TWO EQUAL LIFTS.

32. PRIME COAT – BITUMINOUS PRIME COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.25 GALLONS PER SQUARE YARD, UNLESS A LOWER RATE IS DIRECTED BY THE ENGINEER.

33. TACK COAT – BITUMINOUS TACK COAT SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION AND SHALL BE APPLIED AT THE RATE OF 0.08 GALLONS PER SQUARE YARD, UNLESS A VARIATION IS APPROVED BY THE ENGINEER.

34. SURFACE COURSE – ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. THE MINIMUM COMPACTED THICKNESS TO BE AS NOTED ON PLANS.

35. PAVEMENT MARKINGS – SHALL BE IN ACCORDANCE WITH THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AND CITY OF PORT ST. LUCIE'S LATEST STANDARDS.

36. CONCRETE – ALL CONCRETE SHALL DEVELOP 4000 P.S.I. (MINIMUM) 28 DAY COMPRESSIVE STRENGTH OR GREATER WHERE NOTED ON PLANS. CLASS I CONCRETE SHALL CONFORM WITH THE FLORIDA D.O.T. SPECIFICATIONS, LATEST EDITION. CLASS I CONCRETE USED AS PAVING SHALL DEVELOP 3000 P.S.I. (MINIMUM) 28 DAYS COMPRESSIVE STRENGTH.

37. NO DRIVEWAY SHALL BE CONSTRUCTED WITHIN ANY PORTION OF THE SAFE SIGHT CORNERS.

38. NO DRIVEWAY SHALL BE CONSTRUCTED WITHIN 5' OF A FIRE HYDRANT.

39. CONTRACTOR TO OBTAIN ALL REQUIRED DEWATERING PERMITS FROM SOUTH FLORIDA WATER MANAGEMENT DISTRICT.

40. 4" SLEEVES SHALL BE SCHEDULE 80 AND BE PLACED AT 0.005 SLOPE WITH TOP OF PIPE 3.0' BELOW PROFILE GRADE. ENDS OF PIPE SHALL HAVE METAL LOCATORS INSTALLED.

41. ATTENTION IS DIRECTED TO THE FACT THAT THESE PLANS MAY HAVE BEEN CHANGED IN SIZE BY REPRODUCTION. THIS MUST BE CONSIDERED WHEN OBTAINING SCALED DATA.

42. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS TURBIDITY CURTAINS, SILT BARRIERS AND HAY BALES WHERE NECESSARY IN ORDER TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL WATER QUALITY STANDARDS.

43. THE CONTRACTOR SHALL CONFINE CONSTRUCTION ACTIVITIES TO OWNER-SUPPLIED EASEMENTS AND RIGHTS-OF-WAY IN ENVIRONMENTALLY SENSITIVE AREAS. CONSTRUCTION ACTIVITIES SHALL BE FURTHER CONFINED AS INDICATED OR REQUIRED BY PERMIT CONDITIONS.

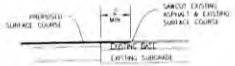
44. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE SITE PRIOR TO THE BIDDING PROCESS TO DETERMINE EXISTING CONDITIONS. ITEMS DISCOVERED WHICH ARE NOT REFLECTED IN THE DRAWINGS AND AFFECT OR POTENTIALLY AFFECT THE PROPOSED CONSTRUCTION SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO THE SUBMISSION OF BIDS.

45. MAINTENANCE OF TRAFFIC SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE IN ACCORDANCE WITH FDOT AND CITY OF PORT ST LUCIE'S STANDARDS. THE INDIVIDUAL PREPARING M.O.T. PLANS SHALL BE CERTIFIED IN ADVANCE M.O.T. BY THE FLORIDA DEPARTMENT OF TRANSPORTATION.

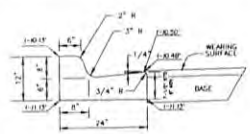
46. THE CONTRACTOR SHALL REVIEW THE SITE CONDITIONS PRIOR TO THE BID PROCESS TO DETERMINE THE METHODS AND EXTENT DEWATERING IS NECESSARY (IF ANY) AND SHALL INCLUDE METHODS AND COSTS ASSOCIATED WITH DEWATERING IN THE BID.

47. CLEAN UP: THE CONTRACTOR SHALL KEEP THE CONSTRUCTION SITE FREE OF RUBBISH AND WASTE MATERIALS AND RESTORE TO THEIR ORIGINAL CONDITION THOSE PORTIONS OF THE SITE NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS. CLEAN UP AND RESTORATION SHALL BE ACCOMPLISHED ON A CONTINUING BASIS THROUGHOUT THE CONTRACT PERIOD AND IN SUCH A MANNER AS TO MAINTAIN A MINIMUM OF NUISANCE AND INTERFERENCE TO THE GENERAL PUBLIC AND RESIDENTS IN THE VICINITY OF THE WORK. THE CONTRACTOR SHALL ALSO REMOVE, WHEN NO LONGER NEEDED, ALL TEMPORARY STRUCTURES AND EQUIPMENT USED IN HIS OPERATIONS. IT IS THE INTENT OF THIS SPECIFICATION THAT THE CONSTRUCTION AREA AND THOSE OTHER AREAS NOT DESIGNATED FOR ALTERATION BY THE CONTRACT DOCUMENTS SHALL BE RESTORED TO THEIR ORIGINAL CONDITION AS NEARLY AS POSSIBLE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION.

48. THE CONTRACTOR SHALL PROVIDE AND MAINTAIN ADEQUATE SIGNS, BARRICADES, FLASHING LIGHTS, FLAGMEN, AND WATCHMEN AND TAKE ALL NECESSARY PRECAUTIONS FOR THE PROTECTION OF THE WORK AND THE SAFETY OF THE PUBLIC. TRAFFIC CONTROL WARNING SIGNS AND BARRICADES SHALL BE IN STRICT ACCORDANCE WITH THE PROVISIONS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION MANUAL ON TRAFFIC CONTROLS AND SAFE PRACTICES FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE AND UTILITY OPERATION (LATEST REVISION). ALL BARRICADES AND OBSTRUCTIONS SHALL BE PROTECTED AT NIGHT BY FLASHING SIGNAL LIGHTS WHICH SHALL BE KEPT BURNING FROM SUNSET TO SUNRISE. BARRICADES SHALL BE OF SUBSTANTIAL CONSTRUCTION AND SUITABLE FOR NIGHT VISIBILITY. SUITABLE WARNING RADIO SHALL BE SO PLACED AND ELIMINATED AT NIGHT AS TO SHOW IN ADVANCE WHERE CONSTRUCTION, BARRICADES OR DETOURS EXIST.

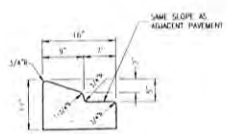


SAW CUT/BUTT JOINT DETAIL
N.T.S.

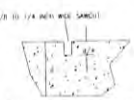


NOTE: 1. SAWCUTS REQUIRED AT 10' CENTERS
2. WHEN USED ON THE HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" (MODIFIED)

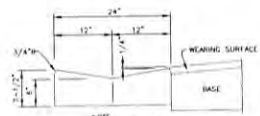
TYPE "F" CURB & GUTTER
N.T.S.



TYPE "A" CURB & GUTTER
N.T.S.

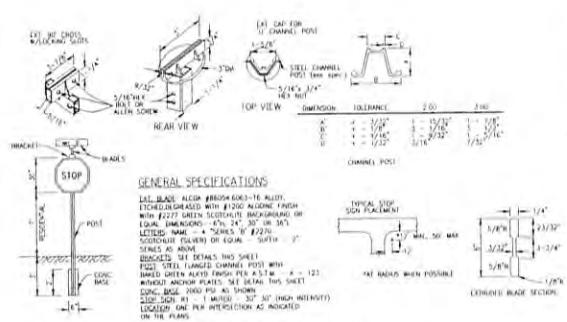


SAW JOINT DETAIL
N.T.S.



NOTE:
SAWCUTS REQUIRED AT 10' CENTERS

CONCRETE VALLEY GUTTER
N.T.S.



GENERAL SPECIFICATIONS

SAT. BLADE: ALCOA #B6054.6063-T6 ALLOY, ETCHED/DEGREASED WITH #1200 ALGONE FINISH WITH #2277 GREEN SCOTCHLITE (BACKGROUND OR EQUAL DIMENSIONS – 47½ 24", 30" OR 36")
LETTERS: WHITE – 4 "SERIES 'B' #2270 SCOTCHLITE (SILVER) OR EQUAL – SUITH – 7" SERIES AS ABOVE.
BRACKETS: SEE DETAILS THIS SHEET
POST: STEEL (LANGE CHANNEL POST) WITH BAKED GREEN ALKYD FINISH PER A.S.T.M. – A – 123 WITHOUT ANCHOR PLATES. SEE DETAIL THIS SHEET
CONC. BASE: 2000 PSI AS SHOWN
STOP SIGN: R1 – 1 (MUTCD) – 30" 30" (HIGH INTENSITY)
LOCATION: ONE PER INTERSECTION AS INDICATED ON THE PLANS.

TYP. STREET/STOP SIGN
N.T.S.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

© 2015 ARCADIS U.S., INC.

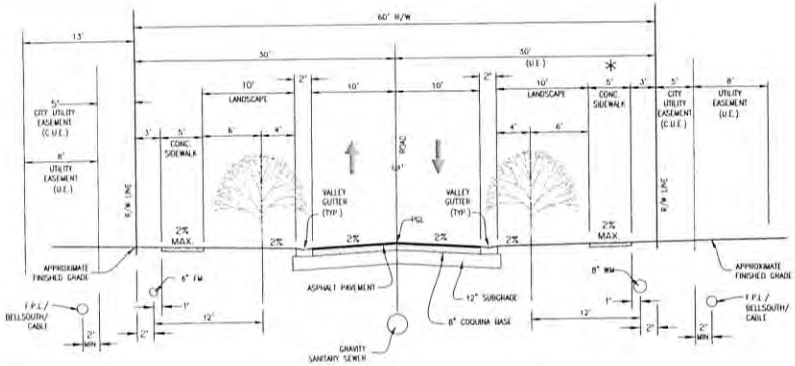
REV.	ISSUED DATE	DESCRIPTION
1	12-06-15	SPNC COMMENTS
	10-24-16	REVISED CITY PROJECT NUMBER

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE
PAVING, GRADING, AND DRAINAGE DETAILS

ARCADIS
ARCADIS U.S., INC.
1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
Tel: (561) 697-0060 Fax: (561) 369-4731
www.arcadis.com
EB7917 / LB7952
ROBERT W. LARSON, PE
FL P.E. NO. 26640

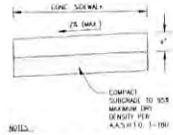
DATE: OCTOBER 2015	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000F	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD7 OF 9



* NOTE:
5' SIDEWALK OFFSET AND 5' C.U.E. WILL BE REQUIRED IF P.S.L. MAINLINE FACILITIES ARE LOCATED ON BOTH SIDES OF STREET.

60' LOCAL STREET DETAIL

POSTED SPEED 25 MPH

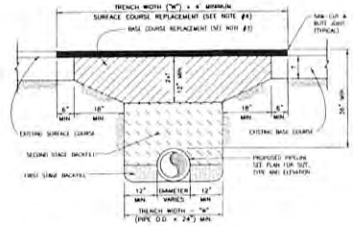


NOTES:

1. PATHWAY TO BE PORTLAND CEMENT CONCRETE, MIN. 3000 P.S.I. @ 28 DAYS WITH FIBERMESH
2. BASE TO BE CLEAN SAND OR SANDY LOAM, FULLY COMPACTED, FULL WIDTH
3. CONCRETE TO BE BROOM FINISHED WITH EVEN, DUSTLESS SURFACE
4. SIDEWALK SHALL BE 6" THICK AT DRIVEWAYS

SIDEWALK DETAIL

N.T.S.

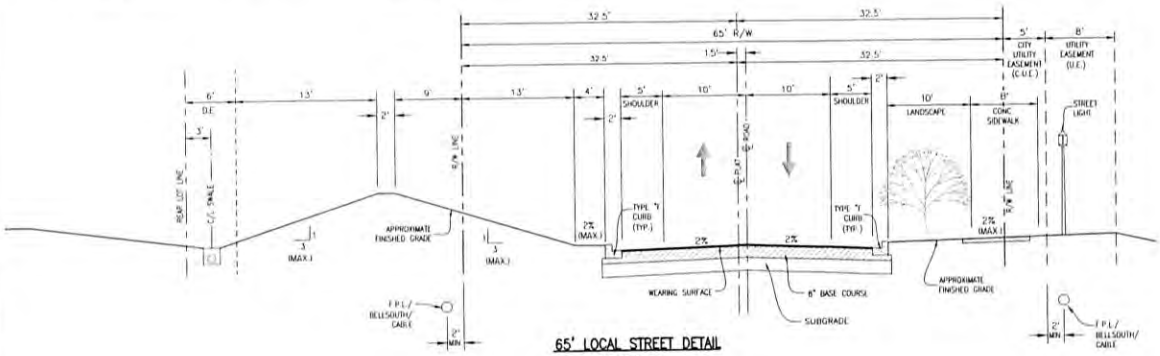


NOTES:

1. ALL WORK AND MATERIALS SHALL CONFORM WITH F.D.O.T. STANDARD SPECIFICATIONS, 2010 EDITION, AND ALL CONDITIONS OF THE R/W PERMIT ISSUED BY THE F.D.O.T., COUNTY OR LOCAL ROAD AGENCY.
2. FIRST AND SECOND STAGE BACKFILL SHALL BE PLACED IN 6" MAX LIFTS (COMPACTED THICKNESS) AND SHALL BE COMPACTED TO 100% OF THE AASHTO T-180 MAXIMUM DENSITY.
3. BASE REPLACEMENT OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE EXISTING BASE COURSE. BASE COURSE REPLACEMENT MATERIAL SHALL BE LIMEROCK OR COQUINA BASE AND SHALL BE PLACED IN 2 OR 3 EQUAL LIFTS (8" MAX. COMPACTED THICKNESS) AND COMPACTED TO 98% OF THE AASHTO T-180 MAXIMUM DENSITY. NO EXISTING BASE MATERIAL SHALL BE USED FOR THE BASE COURSE REPLACEMENT. FINISHED BASE COURSE AND VERTICAL SURFACE OF SAW-CUTS SHALL RECEIVE PRIME & TACK COATS.
4. SURFACE COURSE REPLACEMENT SHALL MATCH THE THICKNESS AND TYPE OF MATERIALS OF THE EXISTING PAVEMENT. AS A MINIMUM, PROVIDE 2" OF TYPE S-1 ASPHALTIC CONCRETE.

OPEN-CUT PAVEMENT REPAIR DETAIL

N.T.S.



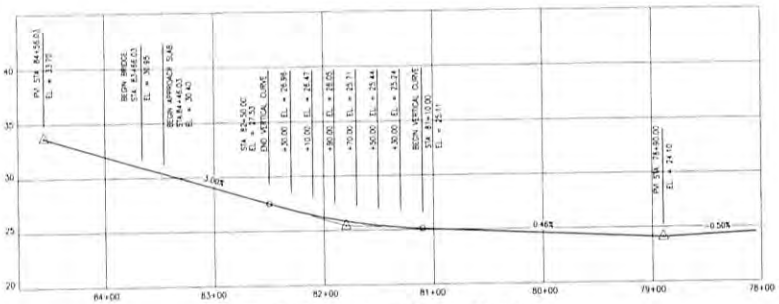
65' LOCAL STREET DETAIL

(APRIAN WAY)

POSTED SPEED 25 MPH

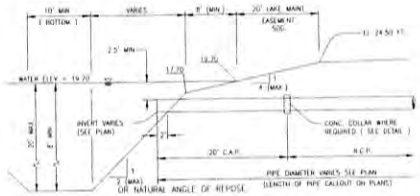
REQUIRED PAVEMENT SPECIFICATIONS			
TYPE	WEARING SURFACE	BASE	SUB-GRADE
ROADWAY	1" FDOT TYPE SP-9.5 ASPHALT PAVEMENT (FIRST LIFT) 1" FDOT TYPE SP-9.5 ASPHALT PAVEMENT (FINAL LIFT)	8" ROCK BASE COURSE COMPACTED TO 98% OF MAX DRY DENSITY AS DETERMINED BY AASHTO PROCEDURE T-180, LBR 100 MIN	12" SUBGRADE COMPACTED TO 98% OF MAX DRY DENSITY AS DETERMINED BY AASHTO PROCEDURE T-180 STABILIZED TO MINIMUM LBR 40

REQUIRED PAVEMENT SPECIFICATIONS



PROFILE GRADE TO BRIDGE ON APPIAN WAY

SCALE 1" = 50' (H) & 1" = 5' (V)



LAKE SECTION AND OUTFALL DETAIL

N.T.S.

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	DATE	DESCRIPTION
1	12-09-15	SPRC COMMENTS
2	08-17-16	RELOCATE APRIAN WAY WALK & 8" BASE
	10-24-16	REVISED CITY PROJECT NUMBER

PROJECT TITLE

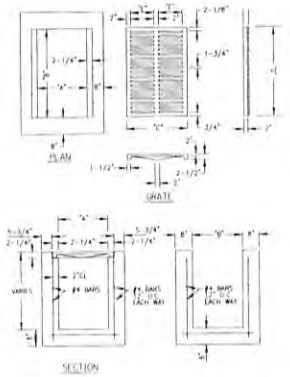
VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

PAVING, GRADING, AND DRAINAGE DETAILS

ARCADIS
ARCADIS U.S., INC.
1520 Gateway Blvd., Suite 100
Boynton Beach, Florida 33426
Tel. (561) 697-7888 Fax (561) 697-6731
Www.arcadis-us.com
ROBERT W. LAWSON, III
FL P.E. NO. 26840

DATE: OCTOBER 2015	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD8 OF 9



TYPE INLET	"A"	"B"	"C"	"D"	"E"	MAX SIZE R.C.P.
"C"	2'-0"	3'-1"	2'-4"	3'-0"	11"	18"
"E"	3'-0"	4'-6"	3'-4"	4'-4"	1'-5"	30"
"E MOD"	3'-0"	4'-6"	3'-4"	4'-4"	1'-5"	48"

GENERAL NOTES

BEVELED EDGES — ALL EXPOSED CORNERS AND EDGES TO BE CHAMFERED 3/4"

FOUNDATION MATERIAL — WHERE MATERIAL UNSATISFACTORY FOR FOUNDATION IS ENCOUNTERED AT FLOW LINE UNIT FLOOR AND CARRY WALLS DOWN TO SATISFACTORY FOUNDATION BACKFILL TO FLOW LINE WITH CLEAN SAND.

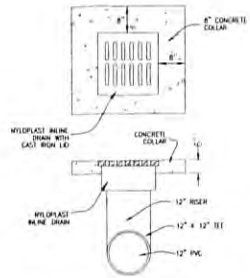
GRATES — CAST IRON GRATES IN ACCORDANCE WITH F.D.O.T. SPECS.

* INLET TYPES — INLETS ARE TO BE AS SHOWN HEREON. TYPE "E MOD" IS A TYPE "E" TURNED 90° TO RECEIVE R.C.P. UP TO 48" DIA. INLETS RECEIVING R.C.P. LARGER THAN 48" DIA. SHALL BE IN ACCORDANCE WITH F.D.O.T. STANDARDS.

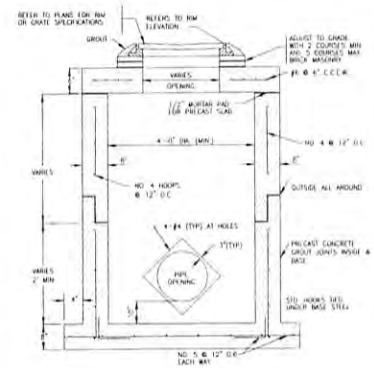
MATERIAL — INLET WALLS AND FOOTING MAY EITHER POURED-IN-PLACE 2500 LB. CONC., OR PRECAST CLASS "A" 3000 LB. CONC.

ALL INLET CONSTRUCTION IS IN ACCORDANCE WITH THE CURRENT F.D.O.T. STANDARDS, INDEX NO. 201 & 232.

INLET DETAIL
N.T.S.

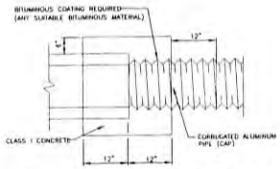


"INLINE" YARD DRAIN DETAIL
N.T.S.

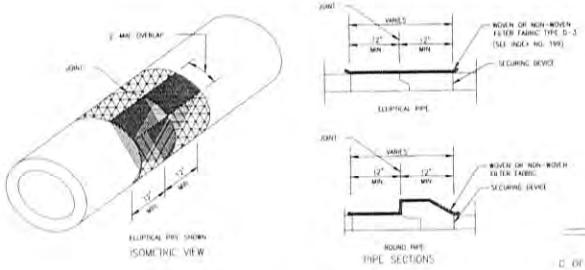


ALL REINFORCING TO MEET CURRENT F.D.O.T. SPECIFICATIONS

DRAINAGE STRUCTURES
N.T.S.



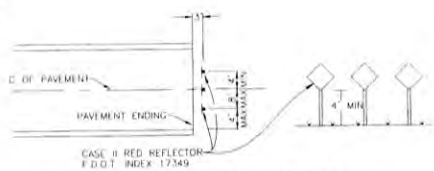
CONCRETE COLLAR DETAIL
N.T.S.



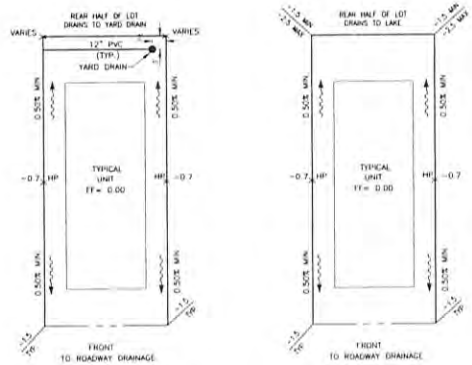
COST OF FILTER FABRIC JACKET TO BE INCLUDED IN COST OF PIPE CULVERTS.

FOR ALL PIPE TYPES - CONCRETE PIPE SHOWN

FILTER FABRIC JACKET
N.T.S.



CASE II RED REFLECTOR DETAIL



TYPICAL LOT DRAINAGE DETAILS
N.T.S.

NOTES: ALL UNIT TYPES CONSTRUCTED TO USE SIMILAR LOT DRAINAGE SCHEME AS THE TYPICAL UNIT SHOWN

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV	ISSUED DATE	DESCRIPTION
1	12-09-15	SPRC COMMENTS
	10-24-16	REVISED CITY PROJECT NUMBER

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

PAVING, GRADING, AND DRAINAGE DETAILS

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
Tel: 561 (737-7700) Fax: (561) 366-4701
www.arcadis.com

ROBERT W. LEMASON III
FL REG. NO. 26040

DATE: OCTOBER 2015	SCALE: N.T.S.
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: PD9 OF 9

WATER AND SEWER IMPROVEMENT PLANS

FOR

VERANO P.U.D. NO. 1, PLAT NO. 17

DEVELOPER: VERANO DEVELOPMENT, LLC
10911 S.W. VISCONTI WAY
PORT ST. LUCIE, FL 34986
PHONE: 772-467-1299
FAX: 772-467-1858

LOCATION MAP
N.T.S.
SEC. 28 TWP. 0.5 RGE. 39 E
PREPARED BY

INDEX OF SHEETS

SHEET No.	DESCRIPTION
1	COVER SHEET
2	UTILITY MASTER PLAN
3-7	WATER AND SEWER IMPROVEMENT PLAN
8-9	SEWER PROFILES
10-13	WATER AND SEWER DETAILS

REVISIONS:

1. UTILITY COMMENTS 12-09-15

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200 Boynton Beach, Florida 33426
Tel: (561) 697-7000 Fax: (561) 369-4731 www.arcadis.com
EB 7917 / LB 7062

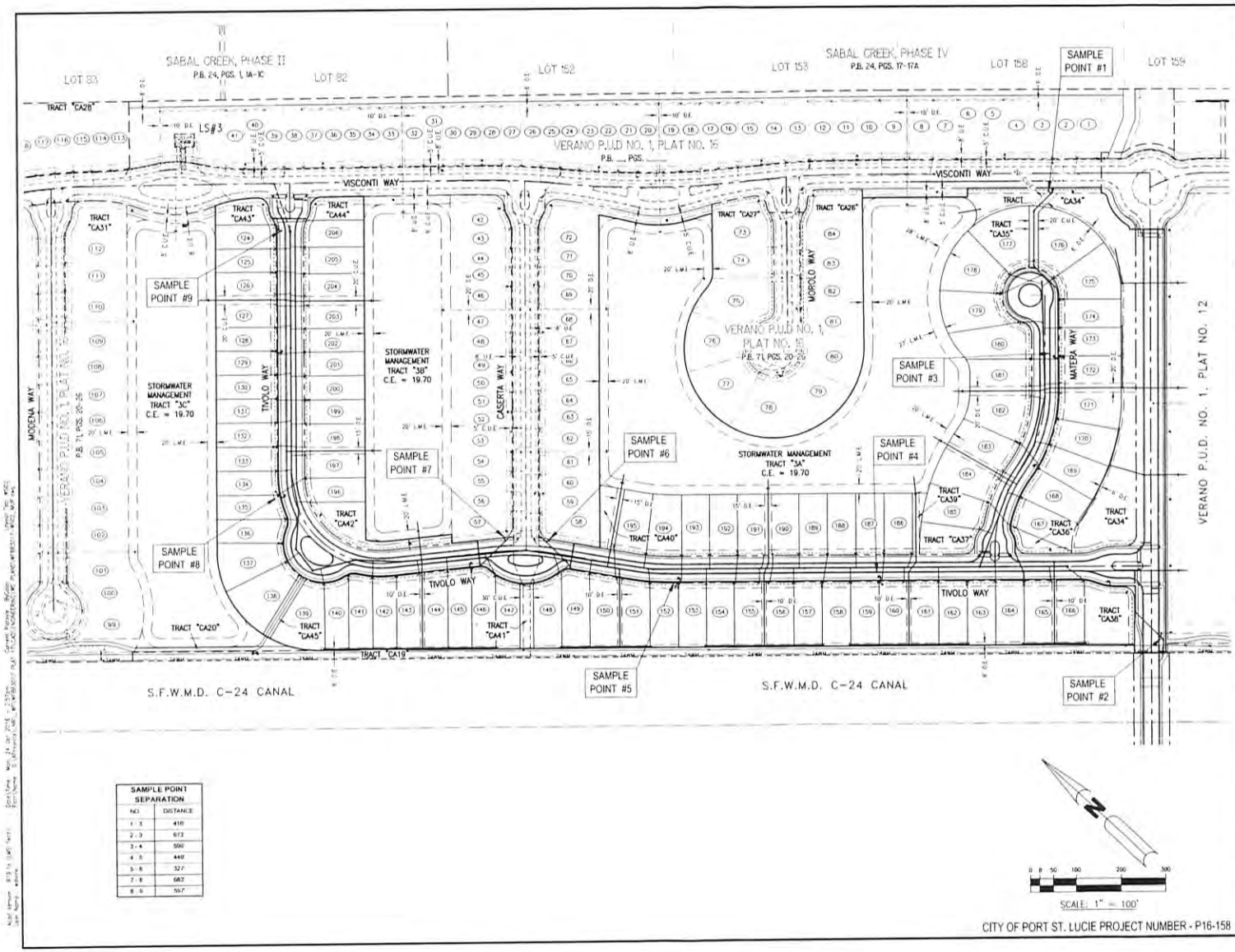
NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

SHEET TITLE: COVER SHEET

ROBERT W. LAWSON LICENSE No. 26640 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE: OCTOBER 2015	SCALE: N/A
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000 0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: WS1 OF 13



SAMPLE POINT SEPARATION	
NO.	DISTANCE
1 - 2	410
2 - 3	673
3 - 4	590
4 - 5	449
5 - 6	327
7 - 8	663
8 - 9	597

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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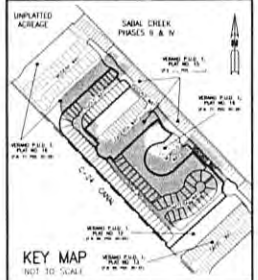
REV	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
	10-24-16	REVISED CITY PROJECT NUMBER



PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

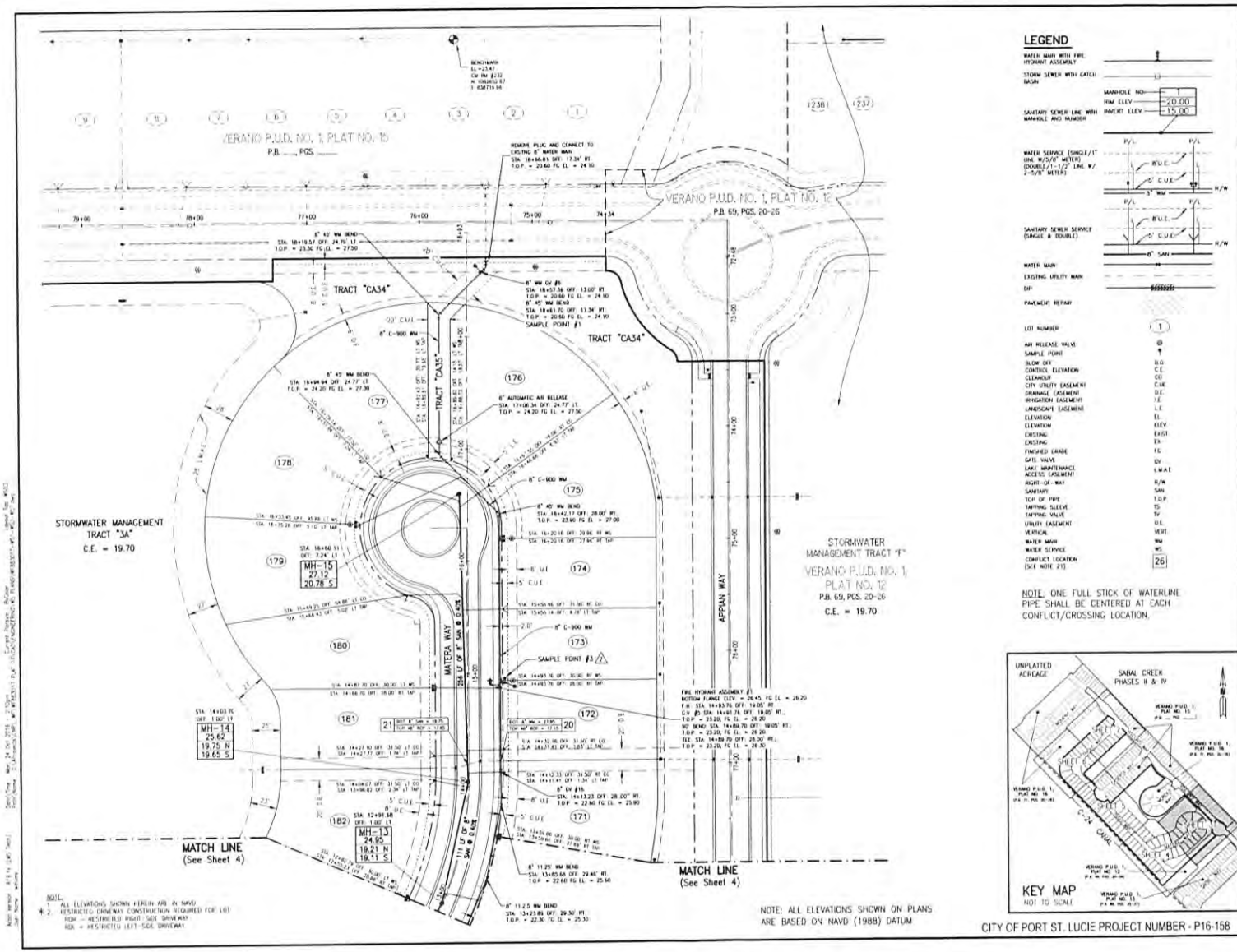
SHEET TITLE

UTILITY MASTER PLAN

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426-8131
Tel 561-737-7977 Fax 561-737-4731
www.arcadis-us.com
BEING / LC26000262 EB7062 LB7062

ROBERT W. LAWSON
LICENSE No. 26640
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE: OCTOBER 2015	SCALE: 1" = 100'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: WS2 OF 13



LEGEND

WATER MAIN WITH FIRE HYDRANT ASSEMBLY	
STORM SEWER WITH CATCH BASIN	
SANITARY SEWER LINE WITH MANHOLE AND NUMBER	MANHOLE NO. 1, RIM ELEV. 20.00, INVERT ELEV. 15.00
WATER SERVICE (SINGLE/1" LINE W/5/8" METER) (DOUBLE/1-1/2" LINE W/ 2-5/8" METER)	P/L, B.U.E., 5' C.U.E., 8" WM, R/W
SANITARY SEWER SERVICE (SINGLE & DOUBLE)	P/L, B.U.E., 5' C.U.E., 8" SAN, R/W
WATER MAIN	
EXISTING UTILITY MAIN	
DIP	
PAVEMENT REPAIR	
LOT NUMBER	1
AIR RELEASE VALVE	
SAMPLE POINT	
BLOW OFF	B.O.
CONTROL ELEVATION	C.E.
CLEANOUT	CO
CITY UTILITY EASEMENT	C.U.E.
DRAINAGE EASEMENT	D.E.
IRRIGATION EASEMENT	I.E.
LANDSCAPE EASEMENT	L.E.
ELEVATION	EL
ELEVATION	ELEV
EXISTING	EXIST
EXISTING	EX-
FINISHED GRADE	FG
GATE VALVE	GV
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
RIGHT-OF-WAY	R/W
SANITARY	SAN
TOP OF PIPE	T.O.P.
TAPPING SLEEVE	TS
TAPPING VALVE	TV
UTILITY EASEMENT	U.E.
VERTICAL	VERT
WATER MAIN	WM
WATER SERVICE	WS
CONFLICT LOCATION (SEE NOTE 21)	26

NOTE: ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.

KEY MAP
NOT TO SCALE

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
2	04-11-16	MOVE SAMPLE POINT
	10-24-16	REVISE CITY PROJECT NUMBER

SCALE: 1" = 40'

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

WATER AND SEWER IMPROVEMENT PLAN

ARCADIS

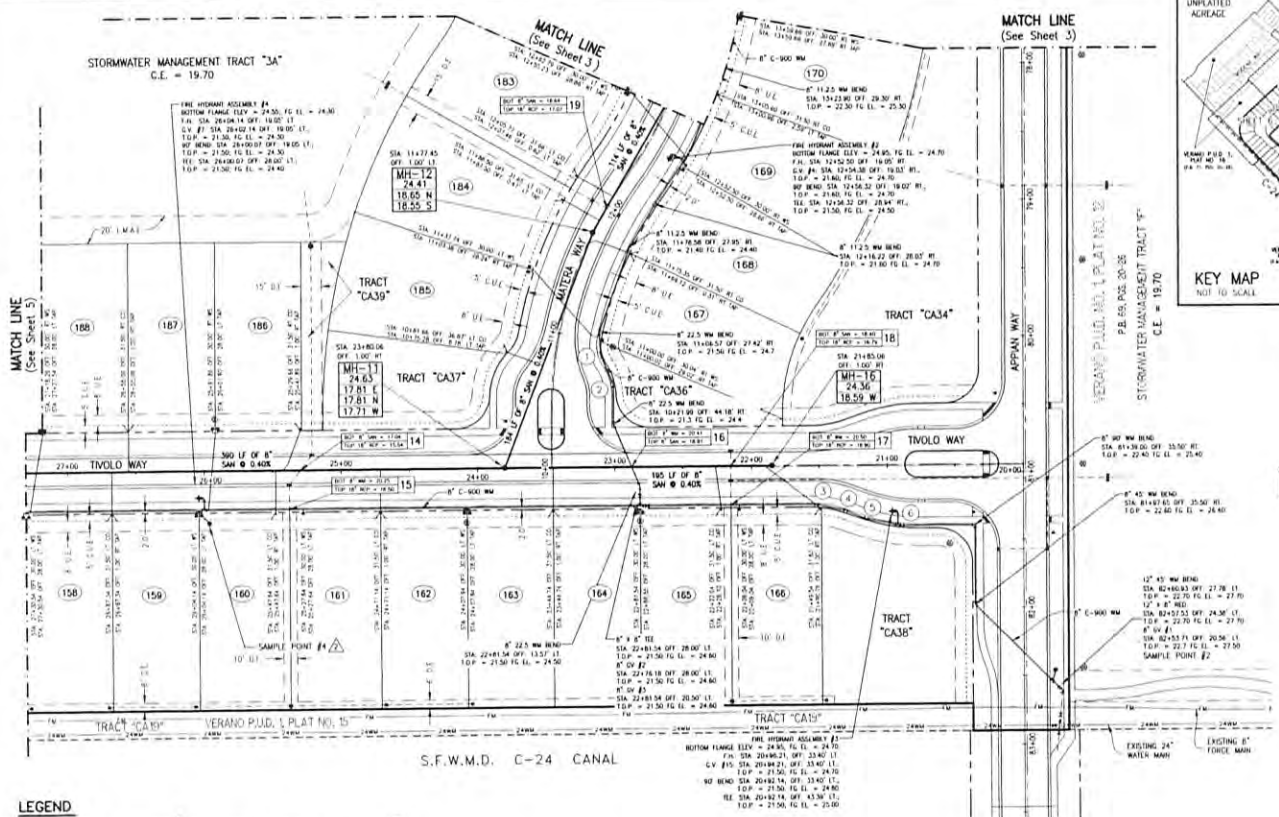
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426-8326
Tel: (561) 732-1650
www.arcadis-us.com

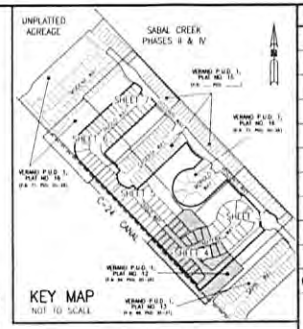
GE310 / LC26000288 E07917 / LB7080

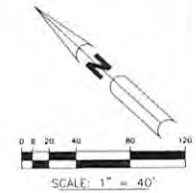
SEAL: ROBERT W. LAWSON, LICENSE No. 26640, STATE OF FLORIDA, PROFESSIONAL ENGINEER

DATE	SCALE
OCTOBER 2015	

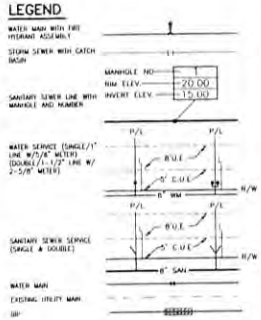
PROJECT MANAGER	DEPARTMENT MANAGER
RWL	RWL
LEAD DESIGN PROF.	CHECKED BY
RWL	RWL
TASK/PHASE NUMBER	DRAWN BY
0000.0000P	JAJ
PROJECT NUMBER	DRAWING NUMBER
WF883017	WS3 OF 13







LEGEND



PIPE BEND TABULAR DATA:				
1	STA. 10+88.92	OFF. 31.51' RT	T.O.P. = 21.70, FG EL. = 24.70	22.50' WM BEND
2	STA. 10+65.50	OFF. 43.20' RT	T.O.P. = 21.70, FG EL. = 24.70	22.50' WM BEND
3	STA. 21+52.14	OFF. 28.00' LT	T.O.P. = 21.80, FG EL. = 24.80	11.25' WM BEND
4	STA. 21+30.19	OFF. 32.43' LT	T.O.P. = 21.80, FG EL. = 24.80	11.25' WM BEND
5	STA. 21+15.26	OFF. 38.72' LT	T.O.P. = 21.90, FG EL. = 24.90	11.25' WM BEND
6	STA. 20+89.11	OFF. 44.60' LT	T.O.P. = 22.00, FG EL. = 25.00	11.25' WM BEND

NOTE: ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

NOTE:
1. ALL ELEVATIONS SHOWN HEREIN ARE IN NAVD
* 2. RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT
RDR = RESTRICTED RIGHT-SIDE DRIVEWAY
RDL = RESTRICTED LEFT-SIDE DRIVEWAY

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
2	04-11-16	MOVE SAMPLE POINT
	10-24-16	REVISE CITY PROJECT NUMBER

PROJECT TITLE

VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE

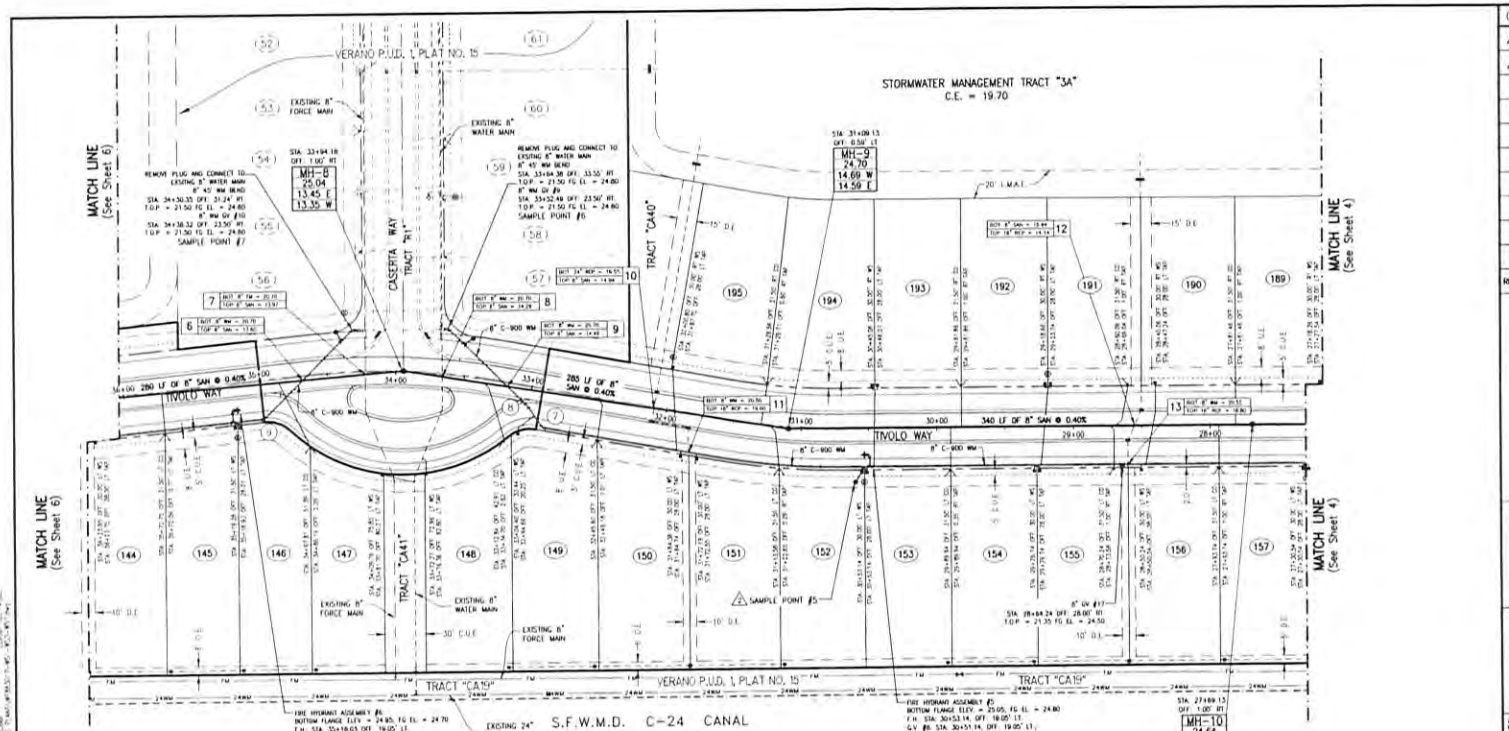
WATER AND SEWER IMPROVEMENT PLAN

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
Tel (561) 697-7000 Fax (561) 369-4777
www.arcadis.com

SEAL

ROBERT W. LAWSON
LICENSE
No. 26640
STATE OF FLORIDA
PROFESSIONAL ENGINEER

DATE	SCALE
OCTOBER 2015	
PROJECT MANAGER	DEPARTMENT MANAGER
RWL	RWL
LEAD DESIGN PROF.	CHECKED BY
RWL	RWL
TASK/PHASE NUMBER	DRAWN BY
0000.0000P	JAF
PROJECT NUMBER	DRAWING NUMBER
WF883017	WS4 OF 13



LEGEND

WATER MAIN WITH FIRE HYDRANT ASSEMBLY		LOT NUMBER	1
STORM SEWER WITH CATCH BASIN		AIR RELEASE VALVE	
SANITARY SEWER LINE WITH MANHOLE AND NUMBER	MANHOLE NO. / RIM ELEV. 20.00 / INVERT ELEV. 15.00	SAMPLE POINT	
WATER SERVICE (SINGLE/1" LINE W/5/8" METER) (DOUBLE/1-1/2" LINE W/ 2-5/8" METER)	P/L, 8'U.E., 5' C.U.E., 8" WM, R/W	BLOW OFF	BLO
SANITARY SEWER SERVICE (SINGLE & DOUBLE)	P/L, 8'U.E., 5' C.U.E., 8" SAN, R/W	CONTROL ELEVATION	C.E.
WATER MAIN		CLEANOUT	CO
EXISTING UTILITY MAIN		CITY UTILITY EASEMENT	C.U.E.
DH-		DRAINAGE EASEMENT	D.E.
		IRRIGATION EASEMENT	I.E.
		LANDSCAPE EASEMENT	L.E.
		ELEVATION	EL
		ELEVATION	ELEV.
		EXISTING	EXIST
		EXISTING	EX
		FINISHED GRADE	FG
		GATE VALVE	GV
		LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
		RIGHT-OF-WAY	R/W
		SANITARY	SAN
		TOP OF PIPE	T.O.P.
		TAPPING SLEEVE	TS
		TAPPING VALVE	TV
		UTILITY EASEMENT	U.E.
		VERTICAL	VERT
		WATER MAIN	WM
		WATER SERVICE	WS
		CONFLICT LOCATION (SEE NOTE 21)	26

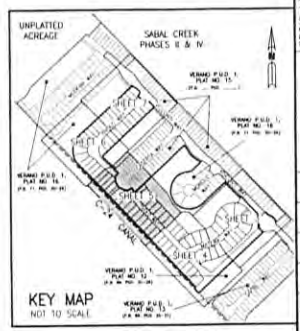
NOTE: ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.

PIPE BEND TABULAR DATA:

7	STA: 32+85.91	OFF: 28.00' LT	T.O.P. = 21.50, FG EL. = 24.70	45° WM BEND
11	STA: 33+00.91	OFF: 14.00' LT	T.O.P. = 21.50, FG EL. = 24.50	11.25° WM BEND
9	STA: 34+99.31	OFF: 28.00' LT	T.O.P. = 21.50, FG EL. = 24.70	45° WM BEND

NOTE:
1. ALL ELEVATIONS SHOWN HEREIN ARE IN NAVD
* 2. RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT:
RDR = RESTRICTED RIGHT-SIDE DRIVEWAY
RDL = RESTRICTED LEFT-SIDE DRIVEWAY

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM



KEY MAP
NOT TO SCALE

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
2	04-11-16	MOVE SAMPLE POINT
	10-24-16	REVISE CITY PROJECT NUMBER

SCALE 1" = 40'

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE
WATER AND SEWER IMPROVEMENT PLAN

ARCADIS
ARCADIS U.S., Inc.
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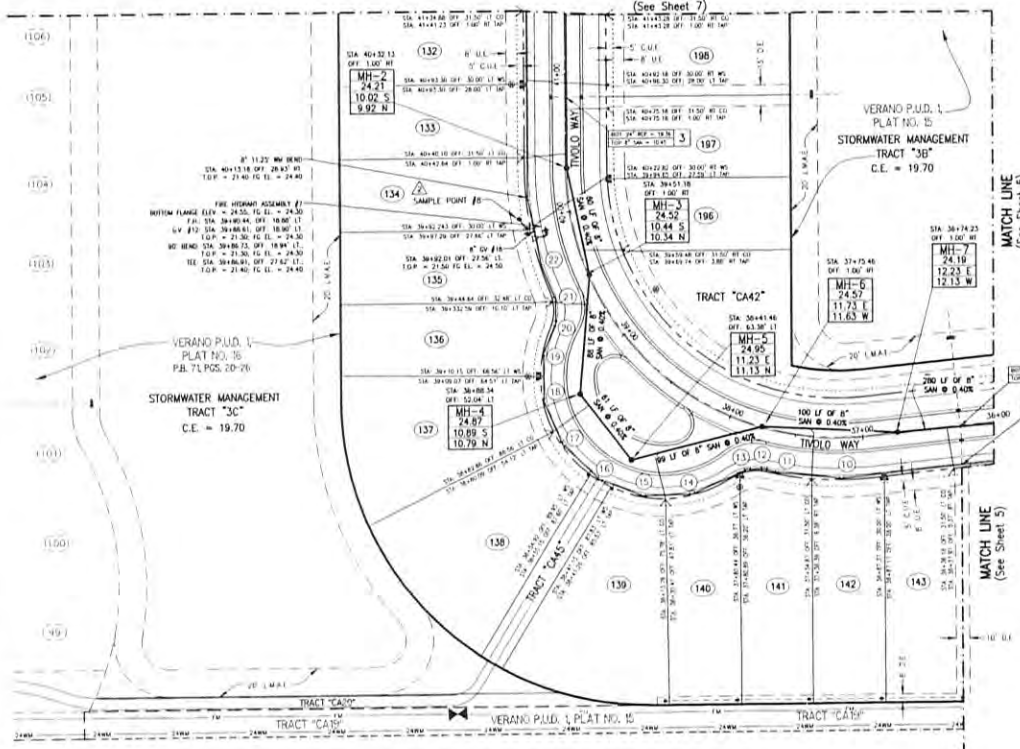
www.arcadis.com

ROBERT W. LAWSON LICENSE No 26640 STATE OF FLORIDA PROFESSIONAL ENGINEER

DATE OCTOBER 2015	SCALE
PROJECT MANAGER RWL	DEPARTMENT MANAGER RWL
LEAD DESIGN PROF. RWL	CHECKED BY RWL
TASK/PHASE NUMBER 0000.00/00/P	DRAWN BY JAJ
PROJECT NUMBER WF883017	DRAWING NUMBER WS5 OF 13



PIPE BEND TABULAR DATA					
10	STA. 37+15.4	OFF. 28.97' LT	T.O.P. = 21.50; FG EL. = 24.60	11.25° WM BEND
11	STA. 37+58.25	OFF. 28.96' LT	T.O.P. = 21.50; FG EL. = 24.60	22.5° WM BEND
12	STA. 37+66.52	OFF. 28.29' LT	T.O.P. = 21.50; FG EL. = 24.60	22.5° WM BEND
13	STA. 37+76.78	OFF. 31.89' LT	T.O.P. = 21.50; FG EL. = 24.60	22.5° WM BEND
14	STA. 38+01.99	OFF. 63.02' LT	T.O.P. = 21.50; FG EL. = 24.70	22.5° WM BEND
15	STA. 38+25.60	OFF. 80.87' LT	T.O.P. = 21.50; FG EL. = 25.00	22.5° WM BEND
16	STA. 38+48.89	OFF. 88.50' LT	T.O.P. = 21.50; FG EL. = 25.20	22.5° FM BEND
17	STA. 38+74.70	OFF. 86.64' LT	T.O.P. = 21.50; FG EL. = 24.90	22.5° FM BEND
18	STA. 38+98.05	OFF. 75.55' LT	T.O.P. = 21.50; FG EL. = 24.90	22.5° FM BEND
19	STA. 39+19.97	OFF. 55.16' LT	T.O.P. = 21.50; FG EL. = 24.70	22.5° WM BEND
20	STA. 39+31.05	OFF. 36.72' LT	T.O.P. = 21.50; FG EL. = 24.60	22.5° WM BEND
21	STA. 39+45.01	OFF. 28.43' LT	T.O.P. = 21.50; FG EL. = 24.70	22.5° WM BEND
22	STA. 39+68.13	OFF. 29.10' LT	T.O.P. = 21.50; FG EL. = 24.50	11.25° WM BEND

WATER AND SEWER NOTES

1. ALL UTILITY CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST REVISION OF THE MINIMUM CONSTRUCTION STANDARDS FOR THE CITY OF PORT ST. LUCIE AS WELL AS ALL APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION RULES AND REGULATIONS.
2. PRIOR TO CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY (ELEVATION & LOCATION) ALL EXISTING UTILITIES. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER PRIOR TO CONTINUATION OF WORK.
3. ALL PVC WATER MAINS SHALL BE INSTALLED, PRESSURE, AND LEAK TESTED IN ACCORDANCE WITH AWWA STANDARD C-605.
4. DISINFECTING THE WATER MAINS AND CONDUCTING BACTERIOLOGICAL SURVEYS AND EVALUATIONS SHALL BE DONE IN ACCORDANCE WITH AWWA STANDARD C-651.
5. MATERIAL SPECIFICATIONS REGARDING ALL PIPE, JOINT AND PACKING MATERIALS, INTERNAL PIPE COATINGS AND LININGS, FITTINGS, SPECIALS, AND APPURTENANCES SHALL BE IN ACCORDANCE WITH ALL APPLICABLE AND CORRESPONDING AWWA AND NSF STANDARDS.
6. ALL SANITARY SEWER SHALL BE GREEN P.V.C. SDR 26 (UNLESS OTHERWISE NOTED)
7. ALL WATER MAINS SHALL BE BLUE P.V.C. (C-900) UNLESS OTHERWISE SPECIFIED.
8. FIRE HYDRANTS SHALL BE LOCATED A MINIMUM OF 7' FROM EDGE OF PAVEMENT.
9. ALL WATER AND SANITARY SERVICES SHALL BE CONSTRUCTED A MINIMUM OF 5' FROM DRAINAGE STRUCTURES.
10. ALL WATER MAINS AND FORCE MAINS SHALL HAVE A MIN. 36" OF COVER FROM FINISH GRADE TO TOP OF PIPE.
11. ALL MANHOLES SHALL BE ADJUSTED TO FINISHED GRADE DURING THE INSTALLATION OF FINAL BASE COURSE AND PRIOR TO PRIMING FOR ASPHALT INSTALLATION.
12. CONTRACTOR SHALL CONSTRUCT NEW WATER SERVICE FROM WATER MAIN TO METER BOX (CONSTRUCTION MUST BE OBSERVED BY PSLUSO (48 HOUR NOTICE REQUIRED) THE UTILITY WILL INSTALL THE METER UPON ACCOUNT SETUP.
13. NO TREES, SHRUBS OR OTHER INVASIVE ROOT PLANTINGS SHALL BE LOCATED WITHIN 10' OF A CITY MAIN. ALL OTHER UTILITIES SHALL BE A MINIMUM OF 5' HORIZONTAL SEPARATION FROM CITY UTILITY MAINS FOR PARALLEL INSTALLATIONS AND A MINIMUM OF 18" BELOW CITY UTILITY MAINS. (ALL MEASUREMENTS ARE TAKEN FROM OUTSIDE TO OUTSIDE)
14. NO LANDSCAPING SHALL BE PLACED IN A MANNER THAT WOULD CREATE CONFLICTS WITH THE INTENDED OPERATION AND MAINTENANCE OF ANY EXISTING UTILITY.
15. A MINIMUM TEN FOOT HORIZONTAL SEPARATION BETWEEN UTILITY LINES AND STRUCTURES (INCLUDING FOOTERS AND OVERHANGS) MUST BE MAINTAINED.
16. WATER METERS AND SEWER SERVICES SHALL END WITHIN THE FIVE FOOT CITY UTILITY EASEMENT (C.U.E.).
17. CONTRACTOR SHALL INSTALL SERVICE TAPS A MINIMUM OF 5' FROM PIPE JOINTS, FITTINGS, AND OTHER TAPS.
18. SEWER CONNECTIONS TO SANITARY MAIN SHALL BE A MINIMUM OF FIVE FEET FROM MANHOLE.
19. SERVICES SHALL BE LOCATED ON PROPERTY LINES (DOUBLE SERVICES) OR WITHIN 5' OF THE PROPERTY LINE (SINGLE SERVICES). CURB STOPS FOR LOTS ON THE OPPOSITE SIDE OF THE STREET OF THE WATER MAIN SHALL BE LOCATED AS CLOSE TO THE PROPERTY LINE AS POSSIBLE TO AVOID THE POSSIBILITY OF BEING LOCATED UNDER A DRIVEWAY.
20. IN CASE OF DISAGREEMENT, THE DECISION OF THE UTILITY DIRECTOR OR HIS DESIGNEE SHALL PREVAIL.
21. ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.

NOTE:
1. ALL ELEVATIONS SHOWN HEREIN ARE IN NAVD.
*2. RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT.
RDR = RESTRICTED RIGHT-SIDE DRIVEWAY
RDL = RESTRICTED LEFT-SIDE DRIVEWAY

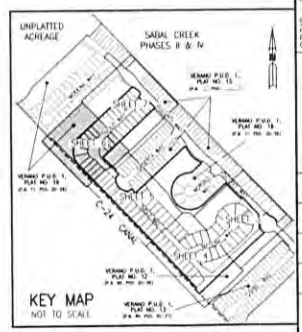
NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

LEGEND

WATER MAIN WITH FIRE HYDRANT ASSEMBLY
STORM SEWER WITH CATCH BASIN
SANITARY SEWER LINE WITH MANHOLE AND NUMBER — MANHOLE NO. 1, RIM ELEV. 20.00, INVERT ELEV. 15.00
WATER SERVICE (SINGLE/1" LINE W/5/8" METER) (DOUBLE/1-1/2" LINE W/ 1-5/8" METER)
SANITARY SEWER SERVICE (SINGLE & DOUBLE)
WATER MAIN
EXISTING UTILITY MAIN
DIP
PAVEMENT REPAIR

LOT NUMBER	1
AIR RELEASE VALVE	
SAMPLE POINT	
BLOW OFF	B.O.
CONTROL ELEVATION	C.E.
CLEANOUT	CO
CITY UTILITY EASEMENT	C.U.E.
DRAINAGE EASEMENT	D.E.
IRRIGATION EASEMENT	I.E.
LANDSCAPE EASEMENT	L.E.
ELEVATION	EL.
ELEVATION	ELEV
EXISTING	EXIST
EXISTING	EX
FINISHED GRADE	FG
GATE VALVE	GV
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
RIGHT-OF-WAY	R/W
SANITARY	SAN
TOP OF PIPE	T.O.P.
TAPPING SLEEVE	TS
TAPPING VALVE	TV
UTILITY EASEMENT	U.E.
VERTICAL	VERT
WATER MAIN	WM
WATER SERVICE	WS
CONFLICT LOCATION (SEE NOTE 21)	26

NOTE: ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.



CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS.
2	04-11-16	MOVE SAMPLE POINT
	10-24-16	REVISE CITY PROJECT NUMBER

SCALE: 1" = 40'

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE
WATER AND SEWER IMPROVEMENT PLAN

ARCADIS
ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 100
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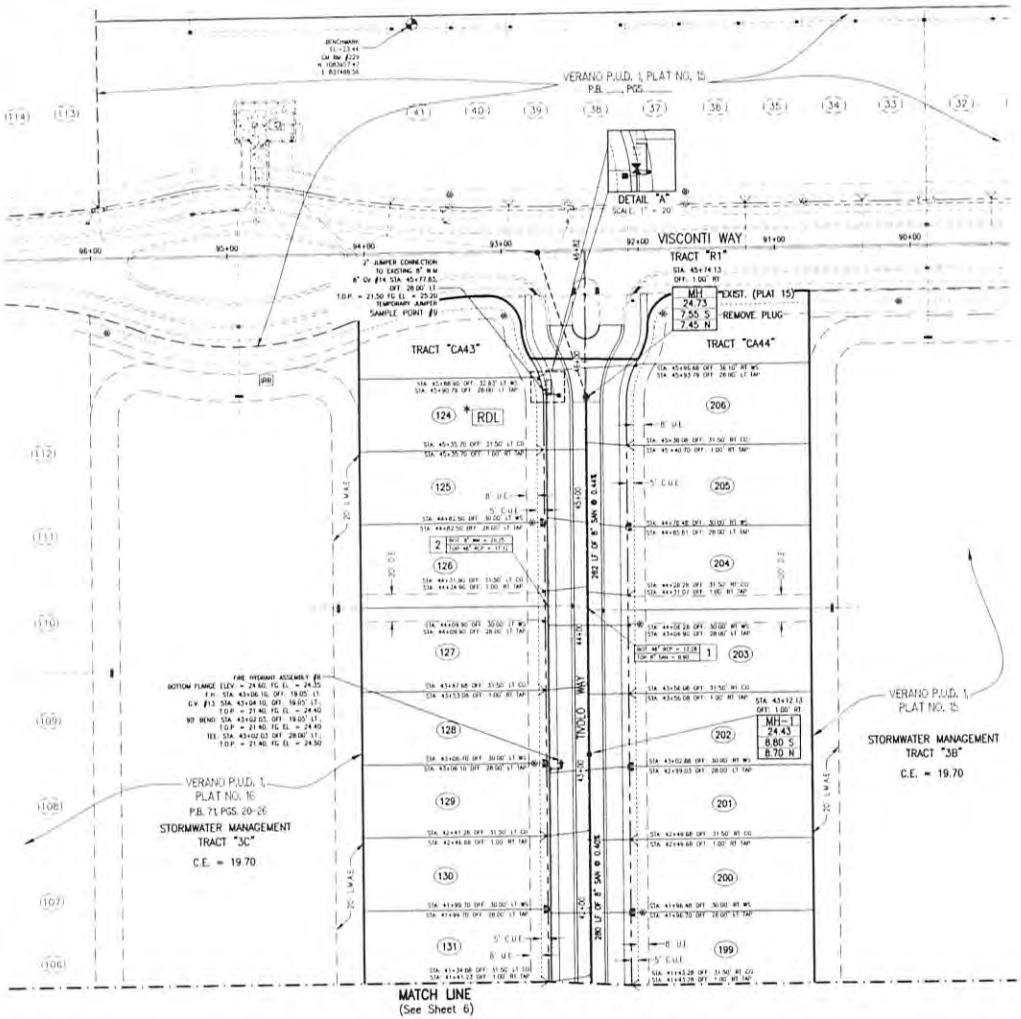
Tel (561) 697-0900
www.arcadis-us.com

SEAL: ROBERT W. LAWSON, LICENSE No. 26640, STATE OF FLORIDA, PROFESSIONAL ENGINEER

DATE: OCTOBER 2015	
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
PROJECT NUMBER: WF883017	DRAWING NUMBER: WS6 OF 13



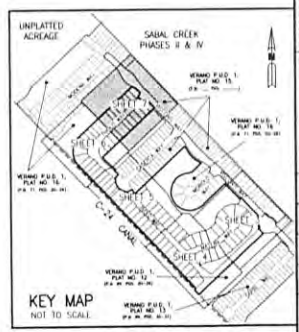
NOTE:
1. ALL ELEVATIONS SHOWN HEREIN ARE IN NAVD.
* 2. RESTRICTED DRIVEWAY CONSTRUCTION REQUIRED FOR LOT
NDR = RESTRICTED RIGHT-SIDE DRIVEWAY
REL = RESTRICTED LEFT-SIDE DRIVEWAY

NOTE: ALL ELEVATIONS SHOWN ON PLANS ARE BASED ON NAVD (1988) DATUM

LEGEND

WATER MAIN WITH FIRE HYDRANT ASSEMBLY	
STORM SEWER WITH CATCH BASIN	
SANITARY SEWER LINE WITH MANHOLE AND NUMBER	MANHOLE NO. 1; RIM ELEV 20.00; INVERT ELEV 15.00
WATER SERVICE (SINGLE/1" LINE W/5/8" METER) (DOUBLE/1-1/2" LINE W/ 2-5/8" METER)	P/L, 8' U.E., 5' C.U.E., R/W, 8" WM
SANITARY SEWER SERVICE (SINGLE & DOUBLE)	P/L, 8' U.E., 5' C.U.E., R/W, 8" SAN
WATER MAIN	
EXISTING UTILITY MAIN	
DIP	
PAVEMENT REPAIR	
LOT NUMBER	1
AIR RELEASE VALVE	
SAMPLE POINT	
BLOW OFF	B.O.
CONTROL ELEVATION	C.E.
CLEANOUT	CO
CITY UTILITY EASEMENT	C.U.E.
DRAINAGE EASEMENT	D.E.
IRRIGATION EASEMENT	I.E.
LANDSCAPE EASEMENT	L.E.
ELEVATION	EL
ELEVATION	ELEV
EXISTING	EXIST
EXISTING	EX
FINISHED GRADE	FG
GATE VALVE	GV
LAKE MAINTENANCE ACCESS EASEMENT	L.M.A.E.
RIGHT-OF-WAY	R/W
SANITARY	SAN
TOP OF PIPE	T.O.P.
TAPPING SLEEVE	TS
TAPPING VALVE	TV
UTILITY EASEMENT	U.E.
VERTICAL	VERT
WATER MAIN	WM
WATER SERVICE	WS
CONFLICT LOCATION (SEE NOTE 2)	26

NOTE: ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION.



KEY MAP
NOT TO SCALE

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

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REV	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
	10-24-16	REVISE CITY PROJECT NUMBER

SCALE: 1" = 40'

PROJECT TITLE
VERANO P.U.D. NO. 1, PLAT NO. 17

SHEET TITLE
WATER AND SEWER IMPROVEMENT PLAN

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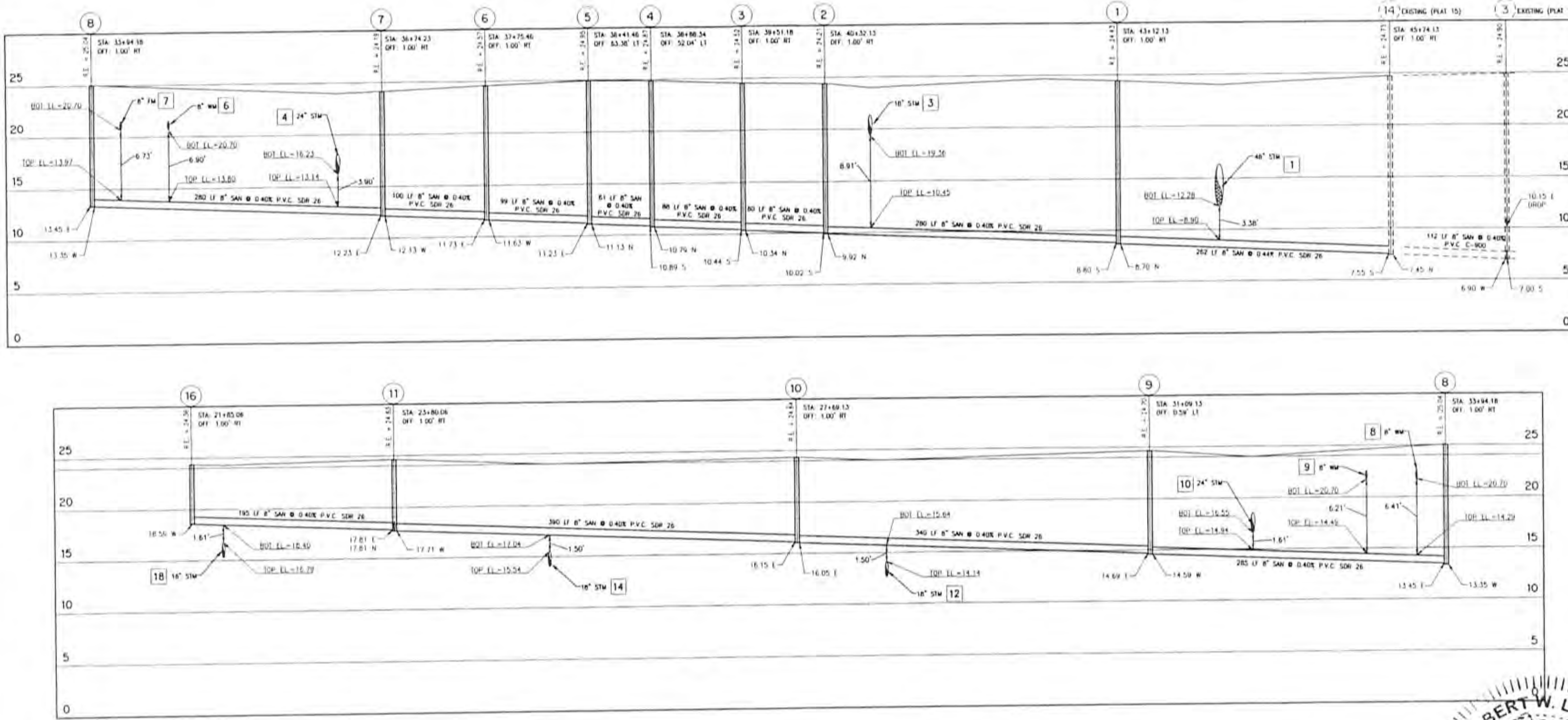
ROBERT W. LAWSON
LICENSE No. 26640
STATE OF FLORIDA
PROFESSIONAL ENGINEER

SEAL	SEAL
DATE: OCTOBER 2015	SCALE: 1" = 40'
PROJECT MANAGER: RWL	DEPARTMENT MANAGER: RWL
LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
TASK/PHASE NUMBER: 0000.000DP	DRAWN BY: JAV
PROJECT NUMBER: WF883017	DRAWING NUMBER: WS7 OF 13



HORIZONTAL: 1" = 50'
VERTICAL: 1" = 10'

[1] = CONFLICT NUMBER

[1] NOTE:
ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

REV.	ISSUED	DATE	DESCRIPTION
1		12-08-15	UTILITY COMMENTS
		10-24-16	REVISE CITY PROJECT NUMBER

KEYPLAN

VERANO P.U.D. NO. 1, PLAT NO. 17

SEAL

SEAL

ROBERT W. LAWSON, PE
FL P.E. NO. 26640

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Boynton Beach, Florida 33426
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SHEET TITLE
SEWER PROFILES

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAT
SCALE	PROJECT NUMBER: WF883017	DRAWING NUMBER: WS8 OF 13
DATE: OCTOBER 2015		

ROBERT W. LAWSON
LICENSE No. 26640
STATE OF FLORIDA
PROFESSIONAL ENGINEER

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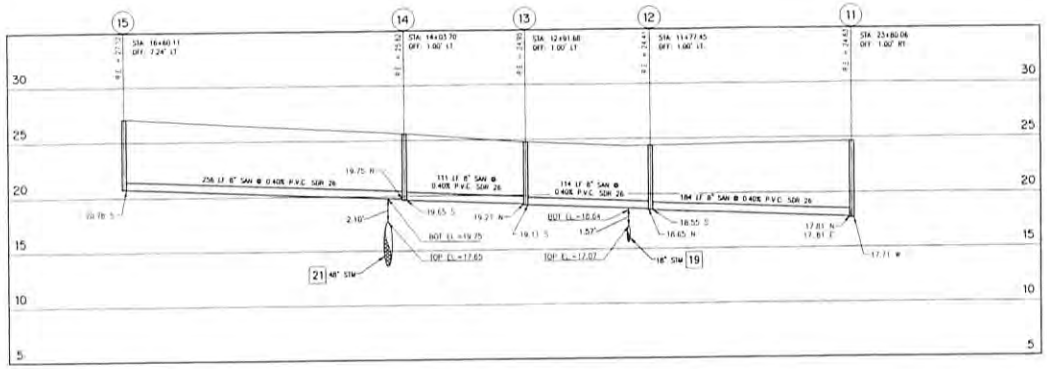

1 NOTE
ONE FULL STICK OF WATERLINE PIPE SHALL BE CENTERED AT EACH CONFLICT/CROSSING LOCATION

ROBERT W. LAWSON
LICENSE
No. 26640
STATE OF FLORIDA
PROFESSIONAL ENGINEER

HORIZONTAL SCALE: 1" = 10'

CITY OF PORT ST. LUCIE PROJECT NUMBER: R15-158

REV	ISSUED DATE	DESCRIPTION
1	12-04-15	UTILITY COMMENTS
	10-24-16	REVISE CITY PROJECT NUMBER

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KEYPLAN: VERANO P.U.D. NO. 1, PLAT NO. 17

SEAL

SEAL: ROBERT W. LAWSON, PE FL P.E. NO. 26640

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SHEET TITLE: SEWER PROFILES

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
SCALE	PROJECT NUMBER: WF883017	DRAWING NUMBER: WS9 OF 13
DATE: OCTOBER 2015		

STANDARD SEPARATION REQUIREMENTS

MINIMUM SEPARATION BETWEEN PSLUSD FACILITIES AND OTHER UTILITIES

OTHER PIPE	HORIZONTAL SEPARATION	CROSSINGS (1)	JOINT SPACING @ CROSSINGS (FULL JOINT CENTERED)
GRAVITY OR PRESSURE SANITARY SEWER, SANITARY SEWER FORCE MAIN, RECLAIMED WATER (3), VACUUM SANITARY SERVICE	WATER MAIN; 10 MINIMUM	WATER MAIN; 18 MINIMUM	18 MINIMUM; WATER MAIN
ALL OTHER FACILITIES, INCLUDING BUT NOT LIMITED TO: STORM SEWER, STORMWATER FORCE MAIN, RECLAIMED WATER (3), TELEPHONE, CABLE TV, POWER, ETC.	PSLUSD FACILITY; 3' MINIMUM	PSLUSD FACILITY; 18 MINIMUM	18 MINIMUM; WATER MAIN
ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM	10 MINIMUM	.....	.....

(1) WATER MAIN SHOULD CROSS OVER OTHER PIPE. POOR WATER MAINS MUST BE RELOCATED WITH THE MINIMUM SEPARATION OF 18.

(2) RECLAIMED WATER MAINS ARE CLASSIFIED PER PART III OF CHAPTER 62-610, F.A.C.

(3) RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(4) A PSLUSD FACILITY INCLUDES BUT NOT LIMITED TO: POTABLE WATER, WASTWATER AND RECLAIMED WATER. FOR A DIAMETER 24 OR PIPE TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE GREATER THAN 24" DIAMETER, A MINIMUM HORIZONTAL SEPARATION OF 15 FEET OR VERTICAL SEPARATION MAY BE REQUIRED BY PSLUSD. FOR PIPES LARGER THAN 24" IN DIAMETER, WHEN PARALLELING WATER MAIN OR TO BE INSTALLED PARALLEL TO A DRAINAGE PIPE, A MINIMUM HORIZONTAL SEPARATION OF 9 FEET OR VERTICAL SEPARATION MAY BE REQUIRED FOR DRAINAGE PIPES LARGER THAN 24" IN DIAMETER.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

VALVE LOCATION GUIDELINES FOR INTERSECTIONS

NOTES:
1. REFLECTIVE PAVEMENT MARKERS (RPM) SHALL BE PER PSLUSD SPECIFICATIONS. WATER RPM'S "BLUE" AND SEWER RPM'S "GREEN".
2. RPM NOT TO BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.
3. WIDER RIGHTS-OF-WAY MAY REQUIRE ADJUSTMENT OF VALVE LOCATIONS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

STANDARD PIPE TRENCH CROSS SECTION

NOTES:
1. FOR TRENCHES REQUIRING SHEETING, SHORING, TRAY BRACING, TRENCH JACKS OR TRENCH BOX, DIMENSIONS SHALL BE TAKEN FROM THE INSIDE FACE OF THE SUPPORTS.
2. IF THE MAXIMUM TRENCH WIDTH MUST BE EXCEEDED, THE AREA OUTSIDE OF THE MAXIMUM EMBEDMENT SHALL BE COMPACTED TO FINAL BACKFILL REQUIREMENTS. IF THE PIPE IS INSTALLED IN A COMPACTED EMBANKMENT, THE EMBANKMENT SHALL BE IN PLACE AND COMPACTED TO 12" MIN. COVER BEFORE INSTALLATION OF PIPE.
3. IF BEDDING IS REQUIRED TO BRING TRENCH BOTTOM UP TO GRADE AND PROVIDE UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE, THEN A MINIMUM COMPACTED DEPTH OF 4 TO 6 INCHES OF SELECT EMBEDMENT MATERIAL IS REQUIRED.
4. THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.
5. AN APPROVED LOCATOR WIRE SHALL BE USED.
6. EARTHWORK, EXCAVATION, BACKFILL AND COMPACTION SHALL BE IN ACCORDANCE WITH PSLUSD STANDARDS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

TYPICAL VALVE BOX AND COLLAR

NOTES:
1. WHEN TOP OF OPERATING NUT IS DEEPER THAN 36", A HIGH STRENGTH STEEL EXTENSION WILL BE REQUIRED TO BRING OPERATING NUT 24"-30" BELOW FINISHED GRADE. A STEEL CENTERING PLATE, WELDED TO THE EXTENSION, IS ALSO REQUIRED.
2. A VALVE BOX ALIGNMENT DEVICE SHALL BE PROVIDED TO ELIMINATE SHIFTING OF THE VALVE BOX AGAINST THE OPERATING NUT.
3. BOLT DOWN COVER SHALL BE USED IN ALL AREAS.
4. CLASS P.V.C. RISER PIPE SHALL BE ADHERED TO EXTEND THE VALVE BOX IF NEEDED.
5. RPM'S SHALL NOT BE INSTALLED IN CROSSWALKS OR PEDESTRIAN WALKWAYS.
6. THE TOP SIDE OF THE VALVE BOX COVER AND THE INSIDE OF TOP SECTION OF THE VALVE BOX SHALL BE PAINTED BLUE FOR WATER MAINS, GREEN FOR SEWER MAINS AND PURPLE FOR RECLAIMED WATER MAINS.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

PIPELINE RESTRAINT REQUIREMENTS (HORIZONTAL)

NOTES:
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
   SOIL CONDITIONS: SILTY SAND (SM)
   TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
   MINIMUM COVER: 3 FT
   SAFETY FACTOR: 1.5
   TEST PRESSURE: 150 PSI
   * SIZE ON SIZE TEE & 5' LENGTH ALONG RUN
2. IF FIELD CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS BASED ON THE FIELD CONDITION FOR REVIEW AND APPROVAL OF PSLUSD.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

PIPELINE RESTRAINT REQUIREMENTS (VERTICAL)

NOTES:
1. THE REQUIREMENTS SET FORTH ABOVE WERE CALCULATED FOR PVC PIPE BASED UPON THE FOLLOWING ASSUMPTIONS:
   SOIL CONDITIONS: SILTY SAND (SM)
   TRENCH TYPE: 3 (PIPE BEDDED IN 4" MINIMUM OF LOOSE SOIL WITH BACKFILL LIGHTLY COMPACTED)
   UPPER SIDE MINIMUM COVER: 3 FT
   LOWER SIDE MINIMUM COVER: 5 FT
   SAFETY FACTOR: 1.5
   TEST PRESSURE: 150 PSI
2. WHEN CONDITIONS DIFFER FROM THE ABOVE, THE ENGINEER-OF-RECORD (EOR) SHALL SUBMIT CALCULATIONS FOR REVIEW AND APPROVAL OF PSLUSD.
3. ALL JOINTS BETWEEN UPPER AND LOWER BENDS SHALL BE RESTRAINED.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

TAPPING SLEEVE AND VALVE ASSEMBLY

NOTES:
1. THE VALVE BOX AND COLLAR SHALL BE IN ACCORDANCE WITH STANDARD DETAIL 6-00.
2. THRUST BLOCKS MAY BE REQUIRED AT THE UTILITY'S DIRECTION (EASE BY [illegible] TAP ALONG THE MAIN.
3. NO TAP WILL BE ALLOWED CLOSER THAN 5 FEET FROM ANY JOINT, FITTING OR [illegible] MAIN.
4. ALL COUPONS MUST BE PROVIDED TO PSLUSD WITH DATE, LOCATION AND PIPE MAT. DOCUMENTED.
5. SIZE ON SIZE TAPS ARE NOT ALLOWED UNLESS APPROVED IN WRITING BY PSLUSD.

ROBERT W. LAWSON LICENSE No. 26840 STATE OF FLORIDA PROFESSIONAL ENGINEER

REV	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
2	10-24-16	REVISE CITY PROJECT NUMBER

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PROJECT TITLE: VERANO P.U.D. NO. 1 PLAT NO. 17

SEAL: ROBERT W. LAWSON, PE FL P.E. NO. 26840

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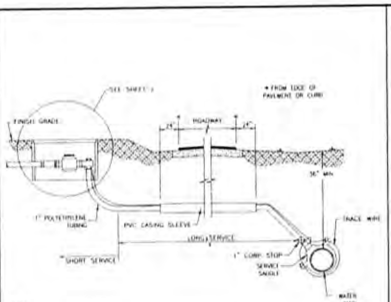
SHEET TITLE: WATER AND SEWER DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER – P16-158

PROJECT MANAGER	LEAD DESIGN PROF	CHECKED BY
RWL	RWL	
DEPARTMENT MANAGER	TASK/PHASE NUMBER	DRAWN BY
RWL	0000.00001	JAF
SCALE	PROJECT NUMBER	DRAWING NUMBER
NTS	WF883017	WS10 OF 13
DATE		
OCTOBER 2015		

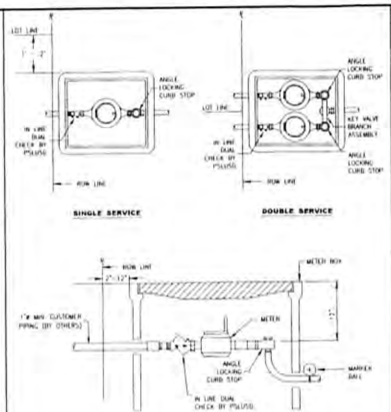


NOTES:

1. SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE A MINIMUM OF 18" ON CENTER.
2. ALL SERVICES REQUIRE 36" MINIMUM COVER AT ALL POINTS ALONG SERVICE.
3. 1"⌀ SERVICES REQUIRE A 2" MINIMUM I.D. CASING PIPE. CASING PIPE SHALL BE SCHEDULE 40 PVC.
4. TRACE WIRE TO BE INSTALLED AS PER THIS DETAIL.
5. METERS SHALL BE LOCATED IMMEDIATELY OUTSIDE THE PROPERTY LINE IN THE RIGHT OF WAY UNLESS OTHERWISE DIRECTED BY PSLUSD (SEE SHEET 2).

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

RESIDENTIAL WATER SERVICE CONNECTION

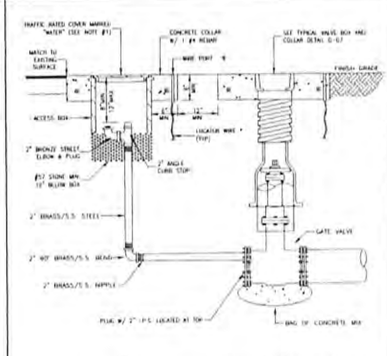


NOTES:

1. METER SHALL BE PURCHASED FROM AND INSTALLED BY PSLUSD.
2. LOCATE MARKER BALL WITH TE STRAPS ARE TO BE PLACED AS SHOWN.
3. A KEY VALVE BRANCH ASSEMBLY SHALL BE PROVIDED BY CONTRACTOR FOR DOUBLE SERVICES.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

RESIDENTIAL WATER SERVICE CONNECTION



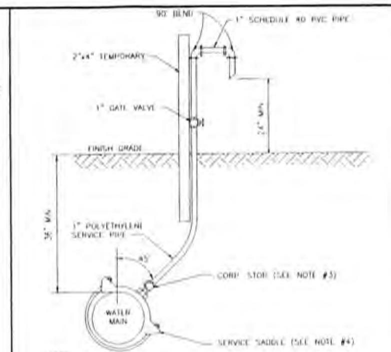
* WIRE PORT / LOCATOR WIRE NOT REQUIRED IF SEPARATION BETWEEN THE VALVE BOX AND ACCESS BOX IS 6' OR LESS.

NOTES:

1. COVER SHALL BE PAINTED BLUE FOR "WATER".

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

BLOW-OFF ASSEMBLY

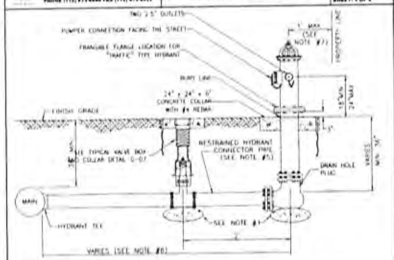


NOTES:

1. SAMPLING POINTS SHALL BE LOCATED AS SHOWN ON PLANS APPROVED BY PSLUSD AND AS REQUIRED BY FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION.
2. THE EXCAVATED HOLE FOR THIS INSTALLATION SHALL BE BACKFILLED TO FINISHED GRADE PRIOR TO DISCHARGING ANY WATER ON THE GROUND.
3. AFTER BACTERIOLOGICAL CLEARANCE IS RECEIVED, THE CONTRACTOR SHALL TURN CORPORATION STOP OFF, REMOVE TUBING AND PLUG COPORATION STOP WITH BRASS PLUG/CAP.
4. NO DIRECT TAPS SHALL BE PERMITED.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

WATER SAMPLING POINT

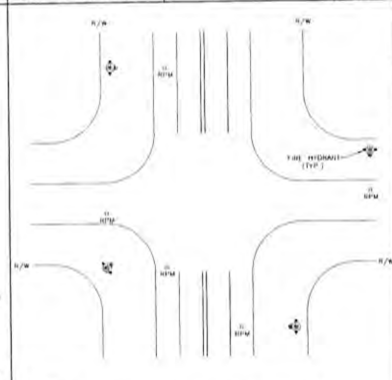


NOTES:

1. A FIRM BASE CONSISTING OF BAGS OF CONCRETE MIX SHALL BE PLACED UNDER THE HYDRANT AND VALVES.
2. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502, DRY BARREL "BREAK-AWAY" TYPE WITH 5 1/4" VALVE OPENING.
3. THE MINIMUM BURY DEPTH SHALL BE 36 INCHES.
4. HYDRANTS SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600. THE HYDRANTS SHALL BE PAINTED BY THE MANUFACTURER WITH 2 COATS (MPL).
5. VERTICAL BENDS MAY BE NECESSARY TO OBTAIN COVER UNDER SWALES OR AT HYDRANT LOCATION. VERTICAL BENDS OR OFFSETS ARE INCLUDED IN HYDRANT ASSEMBLY. ALL BENDS MUST BE RESTRAINED.
6. CONNECTOR PIPE AND ANY REQUIRED VERTICAL BENDS SHALL HAVE AN ANCHORING FEATURE ON BOTH ENDS SO THAT WHEN USED WITH M.J. SPLIT GLANDS, A RESTRAINED JOINT IS PROVIDED.
7. WHEN INSTALLED WITH SIDEWALK OR CURB, PROVIDE MIN. 2 FOOT CLEARANCE TO ANY PORTION OF THE HYDRANT, UTILIZING THE SIDE LOT EASEMENT IF NECESSARY.
8. A GATE VALVE SHALL BE INSTALLED WITHIN 2 FEET OF THE FIRE HYDRANT. IF DISTANCE FROM THE WATER MAIN TO THE FIRE HYDRANT IS GREATER THAN 20 FEET, A SECOND GATE VALVE SHALL BE INSTALLED WITHIN 2 FEET OF THE MAIN.
9. ANY DEVIATIONS FROM THE CRITERIA ABOVE REQUIRE A WRITTEN RECOMMENDATION FROM THE ENGINEER-OF-RECORD AND WRITTEN APPROVAL BY PSLUSD.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

FIRE HYDRANT ASSEMBLY

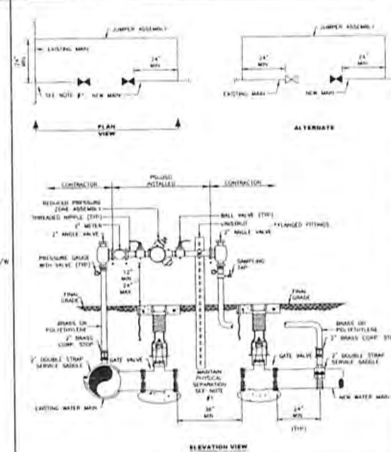


NOTES:

1. MARKER COLOR IS BLUE. PLACE IN CENTER OF THE LANE CLOSEST TO THE HYDRANT.
2. IF HYDRANT IS LOCATED WITHIN THE RADIUS OF AN INTERSECTION, PLACE A MARKER ON EACH ROADWAY IN THE CENTER LANES CLOSEST TO THE HYDRANT.
3. MARKER IS PLACED PERPENDICULAR (90 DEGREES) TO THE HYDRANT.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

FIRE HYDRANT REFLECTIVE PAVEMENT MARKER PLACEMENT GUIDELINE



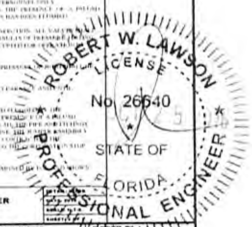
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

TEMPORARY JUMPER CONNECTION (UP TO 8" PIPE)

NOTES:

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE

TEMPORARY JUMPER CONNECTION



REV	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
	10-24-16	REVISE CITY PROJECT NUMBER

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PROJECT TITLE

VERANO P.U.D. NO. 1 PLAT NO. 17

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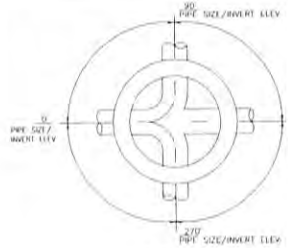
SHEET TITLE

WATER AND SEWER DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-158

PROJECT MANAGER	LEAD DESIGN PROF.	CHECKED BY
RWL	RWL	RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.000P	DRAWN BY: JAJ
SCALE: NTS	PROJECT NUMBER	DRAWING NUMBER
DATE: OCTOBER 2015	WF883017	WS11 OF 13

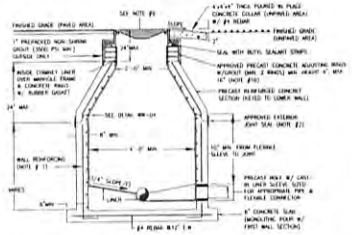


PLAN VIEW

NOTES:

1. THE ENGINEER-OF-RECORD SHALL SUBMIT TO PSLUSD THE SHOP DRAWINGS FOR EACH STRUCTURE, PROVIDING THE DIAMETER OF EACH PIPE, INVERT ELEVATION OF EACH PIPE, RIM ELEVATION AND THE NUMBER OF DEGREES BETWEEN PIPES.
2. MANHOLE INTERIOR SHALL BE LINED UTILIZING A CORROSION BARRIER SYSTEM.
3. MANHOLE EXTERIOR SHALL BE COATED WITH A PRIMER AND TWO COATS OF A WATER BASED EPOXY 3-5 MILS EACH PER THE PSLUSD SPECIFICATIONS. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATION.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
INVERT FLOW CHANNELS FOR MANHOLES
DETAIL: MW-01 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 1

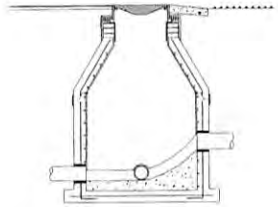


NOTES:

1. MANHOLE FABRICATION SHALL BE IN ACCORDANCE W/ ASTM C 478, LATEST REVISION.
2. SEALANT SHALL BE APPLIED PER MANUFACTURER'S SPECIFICATION BETWEEN MANHOLE SECTIONS & AT ALL JOINTS (SEE DETAIL MW-04). ALSO AN APPROVED EXTERNAL JOINT SEAL SHALL BE APPLIED AT THE JOINTS.
3. ALL PIPE OPENINGS SHALL BE GAS AND WATER TIGHT WITH NO EXPOSED CONCRETE SURFACES.
4. CAST OPENINGS SHALL BE MANUFACTURED WITH A POLYPROPYLENE SLEEVE CAST IN. APPROVED FLEXIBLE MANHOLE CONNECTORS SHALL BE USED AT PIPE CONNECTIONS. HOLE SIZE PER MANUFACTURER'S SPECIFICATIONS. DOUBLE STAINLESS STEEL PIPE CLAMPS MUST BE INSTALLED ON THE FLEXIBLE SLEEVES WHERE REQUIRED BY MANUFACTURER'S INSTALLATION INSTRUCTIONS.
5. FLOW CHANNELS SHALL BE CONSTRUCTED TO DIRECT FLOW INTO FLOW STREAM (SEE DETAIL MW-01).
6. LIFT HOLES ARE PERMITTED BUT MUST BE GROUTED ONCE MANHOLE IS IN PLACE.
7. A MINIMUM OF 3 FEET IS REQUIRED BETWEEN OUTSIDE OF MANHOLE AND SERVICE WYE.
8. MANHOLE AND BASE WILL BE LINED WITH AN APPROVED LINER SYSTEM.
9. AN APPROVED COVER & FRAME SHALL BE PROVIDED. APPROVED INSIDE MANHOLE CHAINEY SEALANT SHALL BE APPLIED OVER THE MANHOLE FRAME, CONCRETE RINGS, AND LINER SECTION IN ACCORDANCE WITH THE SPECIFICATIONS.
10. MAXIMUM HEIGHT OF CHIMNEY SHALL NOT EXCEED 24 INCHES INCLUDING FRAME CASTING.
11. EXCAVATION, DEWATERING, BACKFILL & COMPACTION SHALL BE CONDUCTED IN ACCORDANCE W/ THE PSLUSD UTILITY STANDARDS. DENSITY TESTS SHALL BE PERFORMED AND SUBMITTED AS REQUIRED.

CONT ON SHEET 2 OF 2

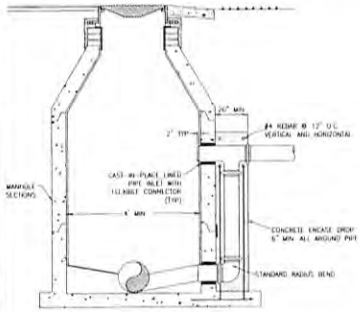
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
STANDARD PRECAST MANHOLE
DETAIL: MW-02 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 2



NOTES:

1. THE MANHOLE SHALL BE CONSTRUCTED AS SHOWN IN THIS DETAIL WHERE THE DROP IN INVERT EXCEEDS 0.1' BUT IS LESS THAN 2'. FOR DROPS 2' OR GREATER A DROP CONNECTION PER DETAIL MW-03 SHALL BE USED.

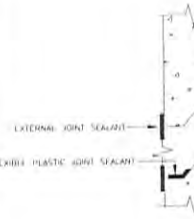
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
STANDARD PRECAST MANHOLE (DROP)
DETAIL: MW-03 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 2



NOTES:

1. A DROP CONNECTION IS REQUIRED WHENEVER AN INFLUENT INVERT IS LOCATED 2' OR HIGHER THAN THE MAIN INVERT CHANNEL. MANHOLES WITH A DROP 2.0 FEET OR LESS SHALL BE IN ACCORDANCE WITH DETAIL MW-02. AN OUTSIDE DROP CONNECTION SHALL BE PROVIDED UNLESS AN INSIDE DROP CONNECTION IS APPROVED BY PSLUSD.
2. MANHOLE CONSTRUCTION SHALL BE IN ACCORDANCE WITH DETAIL MW-02.
3. PVC SDR 26 PIPE WITH PVC SDR 26 FITTINGS SHALL BE UTILIZED IN THE DROP ASSEMBLY.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
OUTSIDE DROP MANHOLE
DETAIL: MW-03 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 2

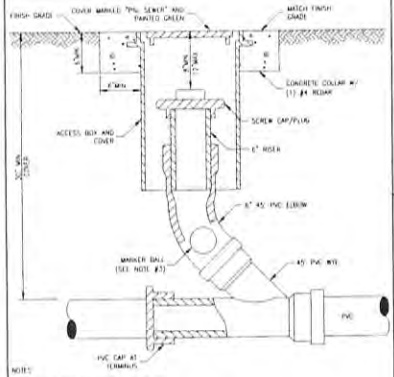


JOINT SEALANTS

NOTES:

1. APPROVED JOINT SEALANTS SHALL BE USED.
2. WELDED CAP STRIPS AT JOINTS MAY BE ACCEPTABLE IF APPROVED IN WRITING BY PSLUSD.

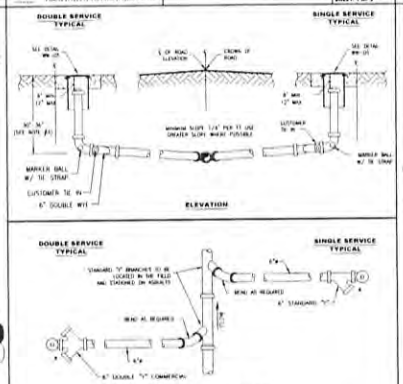
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
MANHOLE / WETWELL JOINT DETAIL
DETAIL: MW-04 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 1



NOTES:

1. AN ACCESS BOX AND COVER SHALL BE USED.
2. CLEANOUT ASSEMBLY SHALL BE INSTALLED AT A MAXIMUM 75' INTERVALS AND AT TERMINAL POINT OF THE PSLUSD RESPONSIBILITY. THE LOCATION SHALL BE IN ACCORDANCE WITH THE PSLUSD UTILITY STANDARDS.
3. MARKER BALL SHALL BE STRAPPED TO THE ELBOW.

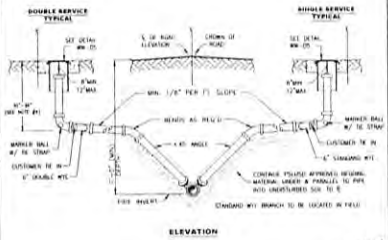
MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
SANITARY SEWER CLEANOUT
DETAIL: MW-05 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 1



NOTES:

1. SANITARY SEWER LATERAL SHALL BE 6" IN DIAMETER.
2. THE ENGINEER OF RECORD SHALL ENSURE THAT THE PROPOSED PLUMBING STUB-OUT ELEVATION FOR EACH BUILDING WILL ALLOW FOR A GRAVITY CONNECTION TO THE SANITARY SEWER LATERAL WITH THE REQUIRED SLOPE. HORIZONTAL AND VERTICAL SEPARATION SHALL BE MAINTAINED AS REQUIRED IN THE UTILITY STANDARDS MANUAL.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
SANITARY SEWER LATERAL (SHALLOW)
DETAIL: MW-06 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 1



NOTES:

1. PSLUSD APPROVED BEDDING MATERIAL SHALL BE USED FOR EXCAVATION BACK FILL.
2. LOCATE MARKER BALL WITH TIE STRAPS TO BE ATTACHED TO 6" ELBOW.
3. THE ENGINEER OF RECORD SHALL ENSURE THAT THE PROPOSED PLUMBING STUB-OUT ELEVATION FOR EACH BUILDING WILL ALLOW FOR A GRAVITY CONNECTION TO THE SANITARY SEWER LATERAL WITH THE REQUIRED SLOPE. HORIZONTAL AND VERTICAL SEPARATION SHALL BE MAINTAINED AS REQUIRED IN THE UTILITY STANDARDS MANUAL.

MINIMUM CONSTRUCTION STANDARDS FOR CITY OF PORT ST. LUCIE
SANITARY SEWER LATERAL (DEEP)
DETAIL: MW-07 | DATE: 2015 | SCALE: N.T.S. | SHEET: 1 OF 1

ROBERT W. LAWSON
LICENSE
No. 26640
STATE OF FLORIDA
PROFESSIONAL ENGINEER

REV.	ISSUED DATE	DESCRIPTION
1	12-09-15	UTILITY COMMENTS
2	10-24-16	REVISE CITY PROJECT NUMBER

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PROJECT TITLE: VERANO P.U.D. NO. 1 PLAT NO. 17

SEAL: ROBERT W. LAWSON, PE FL PE NO. 26640

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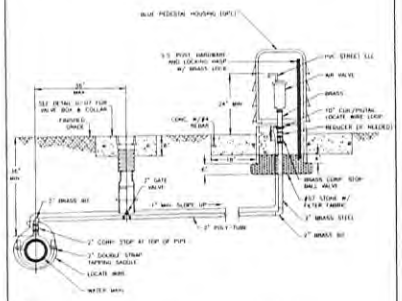
SHEET TITLE: WATER AND SEWER DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER - PT6-158

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL	DESIGNED BY: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
SCALE: NTS	PROJECT NUMBER: WF883017	DRAWING NUMBER: WS12 OF 13
DATE: OCTOBER 2015		



ROBERT W. LAWSON
LICENSE
No. 26640
OCT 2016
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

REV.	ISSUED DATE	DESCRIPTION
1	12-08-15	UTILITY COMMENTS
	10-24-16	REVISE CITY PROJECT NUMBER

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PROJECT TITLE: VERANO P.U.D. NO. 1 PLAT NO. 17

SEAL

SEAL: ROBERT W. LAWSON, PE FL P.E. NO. 26640

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SHEET TITLE: WATER AND SEWER DETAILS

CITY OF PORT ST. LUCIE PROJECT NUMBER - P16-150

PROJECT MANAGER: RWL	LEAD DESIGN PROF.: RWL	CHECKED BY: RWL
DEPARTMENT MANAGER: RWL	TASK/PHASE NUMBER: 0000.0000P	DRAWN BY: JAF
SCALE: NTS	PROJECT NUMBER: WF883017	DRAWING NUMBER: WS13 OF 13
DATE: OCTOBER 2015		

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 11/28/2016

TO: Mayor and City Council

THRU: Patricia Roebling P.E., Interim City Manager

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

Agenda Item: Resolution: Sympatico Plaza 1 – Preliminary and Final Subdivision Plat Application (P16-172)

Submittal Date: 11/18/2016

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

BACKGROUND: The purpose is to subdivide Lot 2 of the Sympatico Plaza plat into 2 lots (Lot 2A and Lot 2B).

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: This resolution was approved as to form by Attorney Thomas Mullin on 11/14/2016.

NOTICE/ADVERTISING: None required.

SITE PLAN REVIEW COMMITTEE: The Site Plan Review Committee reviewed the request on October 26, 2016 and recommended approval.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: The property is located at the northeast corner of Port St. Lucie Boulevard and Yale Street, north of Darwin Boulevard.

ATTACHMENTS: Resolution, staff report, and recommendation.

PT/TK

COUNCIL ITEM 11B
DATE 11/28/16

RESOLUTION NO. 16-R88

A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR SYMPATICO PLAZA 1 (P16-172) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF PORT ST. LUCIE PROPERTIES, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by the owner, Port St. Lucie Properties, LLC, to approve and accept the preliminary and final plat titled Sympatico Plaza 1, within the City of Port St. Lucie, Florida; and

WHEREAS, there are no private roads or drainage facilities to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all state requirements for such plats; and

WHEREAS, the Site Plan Review Committee, on October 26, 2016, recommended approval of the preliminary and final plat (P16-172); and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat titled Sympatico Plaza 1 (P16-172), within the City of Port St. Lucie, Florida, said plat being offered by Port St. Lucie Properties, LLC, as the owner and title holder of said property and as prepared by E.C. Demeter, P.S.M. of Kimley-Horn and Associates, Inc., as designated on the attached said Plat.

RESOLUTION NO. 16-R88

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign the said preliminary and final plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of November, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: **PLANNING & ZONING - MEETING OF NOVEMBER 28, 2016**

FROM: **THRESIAMMA KURUVILLA, PLANNER**

RE: **SYMPATICO PLAZA 1**
PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION
PROJECT NO. P16-172

DATE: **NOVEMBER 15, 2016**

PROPOSED PROJECT: The purpose is to subdivide Lot 2 of the Sympatico Plaza plat into 2 lots (Lot 2A and Lot 2B).

APPLICANT: Sara Battles, P.E. of Kimley-Horn and Associates, Inc.

OWNER: Port St. Lucie Properties, LLC. Proof of ownership is attached.

LOCATION: The property is located at the northeast corner of Port St. Lucie Boulevard and Yale Street, north of Darwin Boulevard.

LEGAL DESCRIPTION: Lot 2 of Sympatico Plaza plat.

SIZE: 1.66 acres

FUTURE LAND USE DESIGNATION: CG (General Commercial).

EXISTING ZONING: CG (General Commercial)

EXISTING USE: Vacant land.

SURROUNDING USES:

Direction	Future Land Use	Zoning	Existing Use
N	CG	CG	Vacant
S	CG	CG	Vacant
E	CG	CG	Vacant
W	ROI	P & RS-2	Vacant property

IMPACTS AND FINDINGS:

The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the City of Port St. Lucie Utilities. A developer's agreement with the City Utility Systems Department is required prior to issuance of building permits.

Transportation: Transportation impacts are reviewed in conjunction with site plan applications.

Parks/Open Space: Not applicable

Storm Water: A paving and drainage plan that is in compliance with the adopted level of service standard is required prior to issuance of building permits.

Solid Waste: Solid waste impacts are to be measured and planned based on population projections on an annual basis.

Fire District: The access location (external and internal) has been approved by the Fire District for safety purposes.

Environmental: An environmental assessment report prepared by Kimley-Horn and Associates, Inc., for the whole site was submitted on June 25, 2015, with the site plan application (P15-088). The report shows approximately 18.2 acres of pine flatwood habitat. The applicant has preserved 25% (4.55 acres) along the north and the east property line. The applicant has removed exotic vegetation from the preserved area. The property has been cleared per the approved clearing plan.

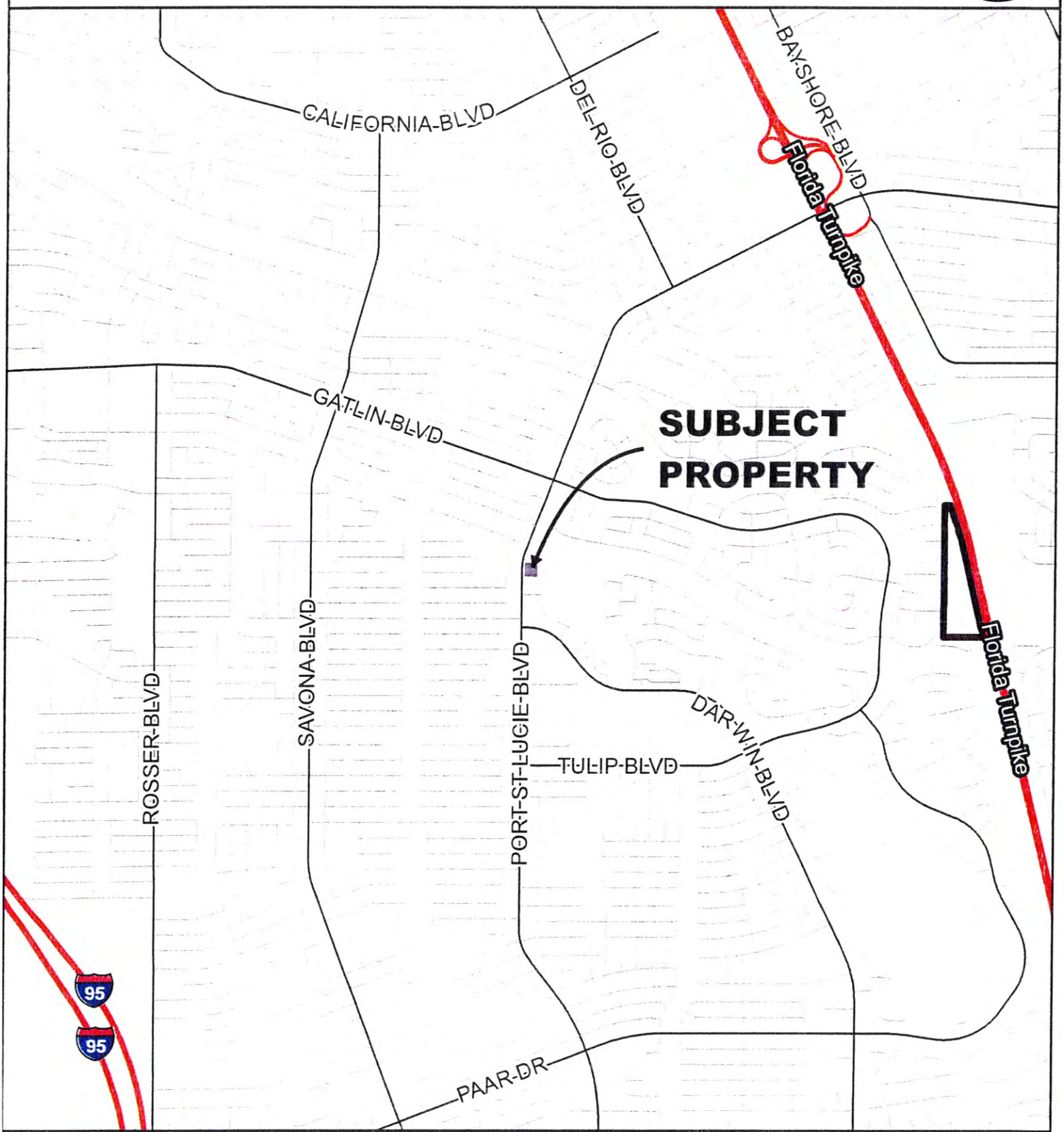
Wildlife Protection: Gopher tortoises were present on the site and were relocated prior to clearing the land.

Public School Concurrency Analysis: N/A

STAFF RECOMMENDATION:

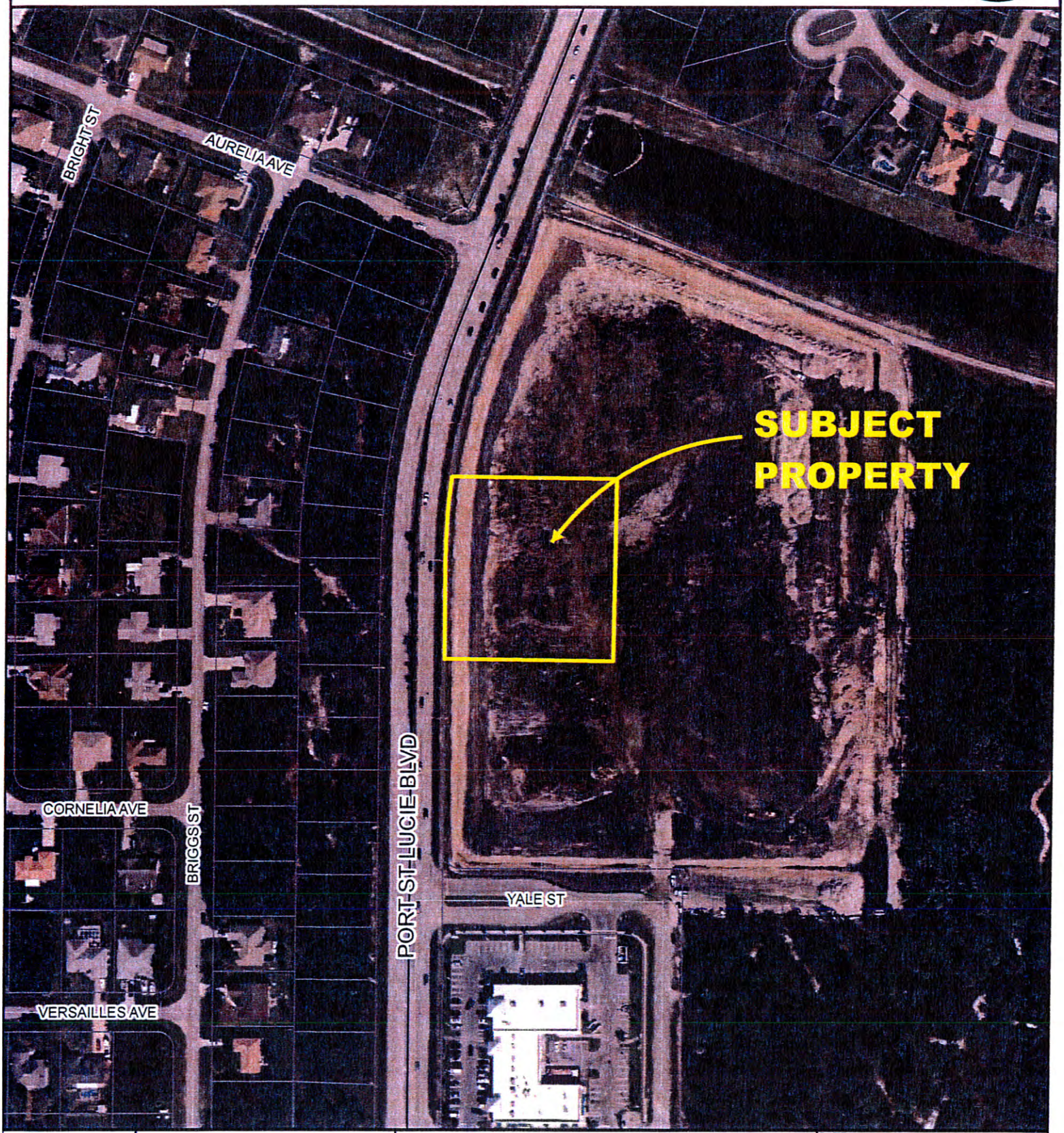
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, and City's Subdivision Code. The Site Plan Review Committee reviewed the request on October 26, 2016 and recommended approval.

GENERAL LOCATION



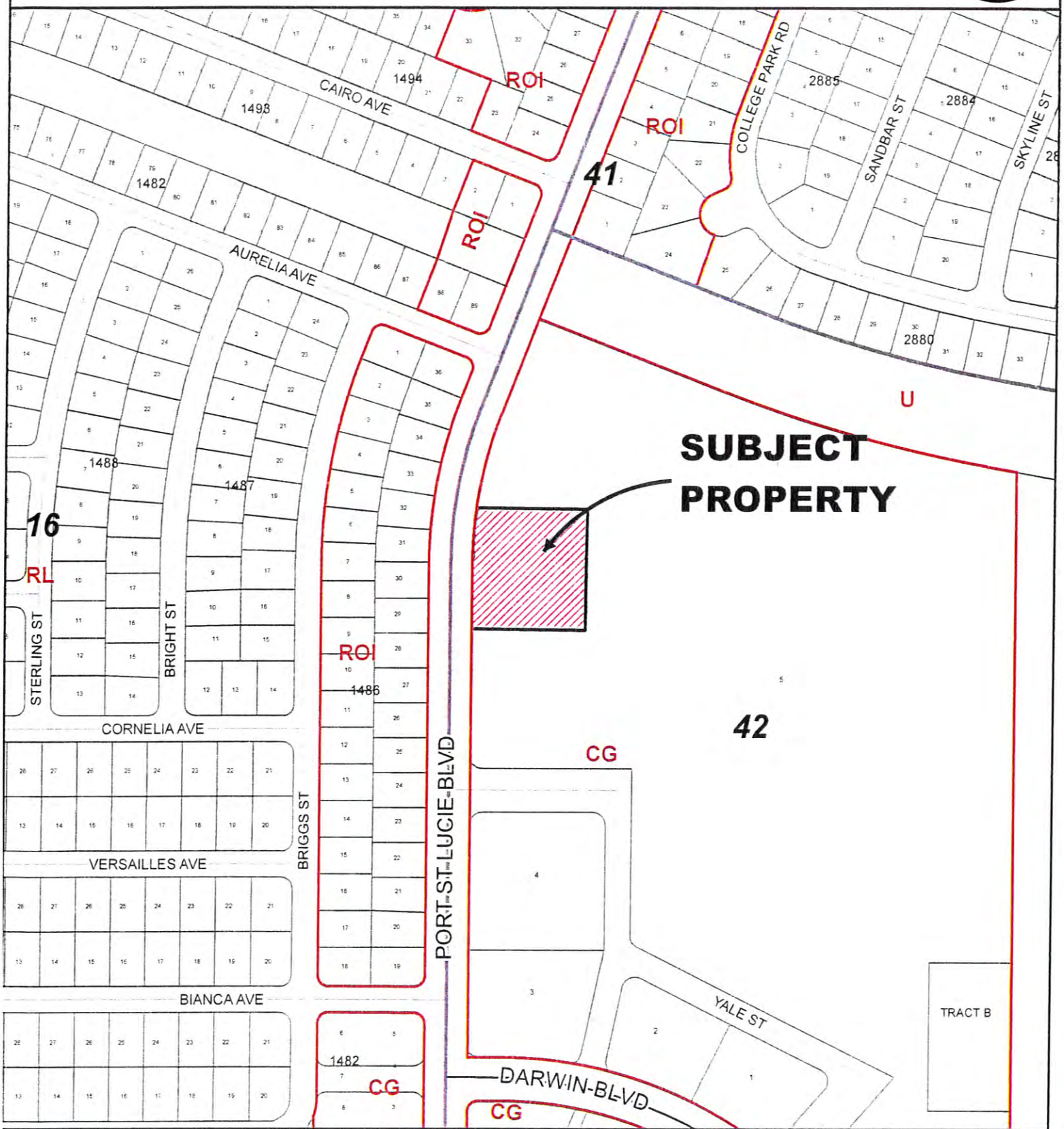
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SYMPATICO PLAZA SYMPATICO PLAZA, LOT 2 REPLAT	DATE: 11/15/2016 APPLICATION NUMBER: P16-172 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



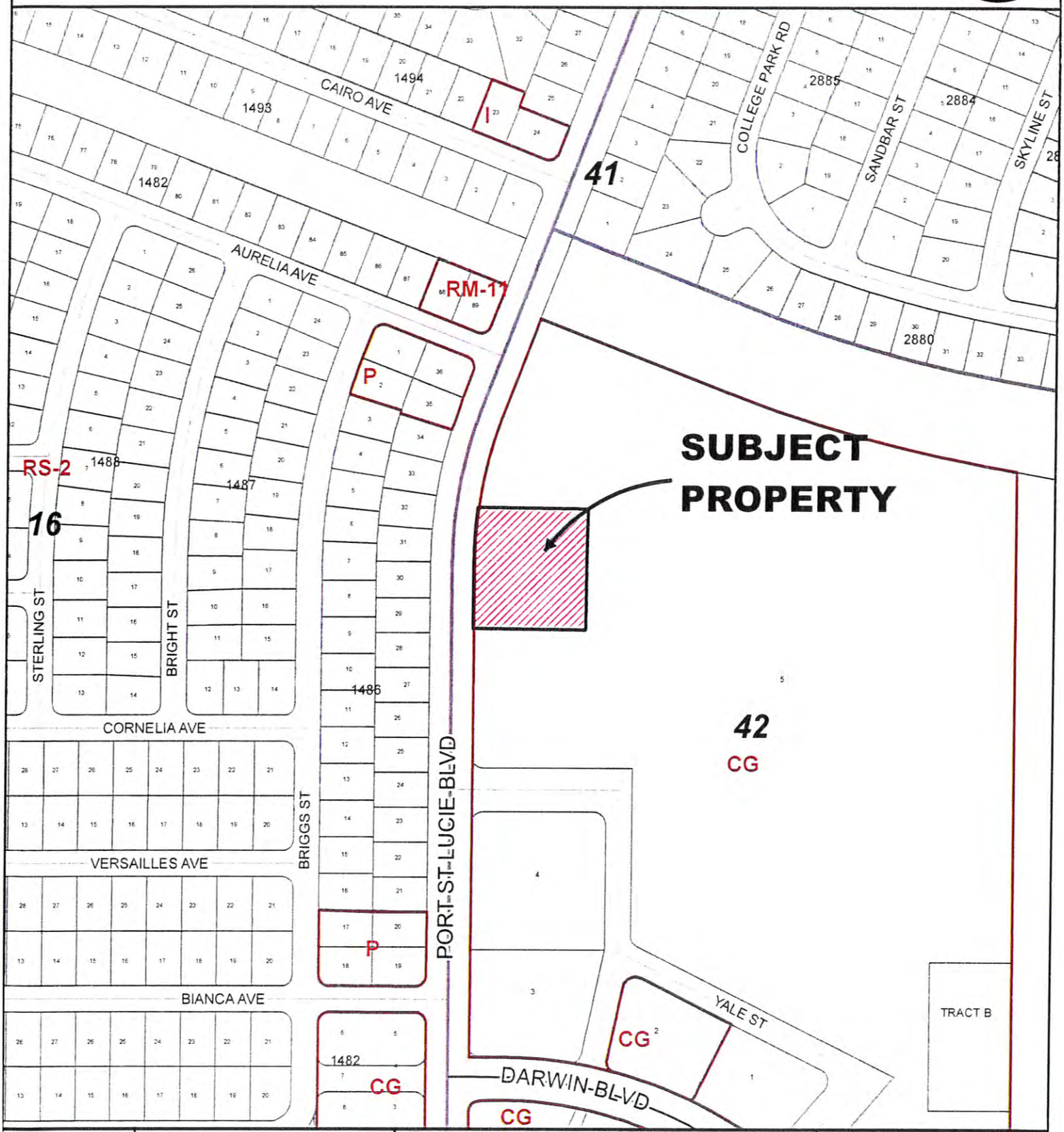
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SYMPATICO PLAZA SYMPATICO PLAZA, LOT 2 REPLAT AERIAL DATE 2014	DATE: 11/15/2016 APPLICATION NUMBER: P16-172 USER: patricias SCALE: 1 in = 200 ft	

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SYMPATICO PLAZA SYMPATICO PLAZA, LOT 2 REPLAT	DATE: 11/15/2016 APPLICATION NUMBER: P16-172 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT SYMPATICO PLAZA SYMPATICO PLAZA, LOT 2 REPLAT	DATE: 11/15/2016 APPLICATION NUMBER: P16-172 USER: patricias SCALE: 1 in = 300 ft

JBDIVISION PLAT APPLICATIO

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. P16-172
Fee (Nonrefundable)$ 945.00
Receipt # 116428

PRIMARY CONTACT EMAIL ADDRESS: Sara.Battles@Kimley-Horn.com

PROJECT NAME: Sympatico Plaza

LEGAL DESCRIPTION: See attached

LOCATION OF PROJECT SITE: NE Corner of SW PSL Blvd and SW Darwin Blvd

PROPERTY TAX I.D. NUMBER: 3420-714-0007-000-0

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Commerical/Residential

GROSS SQ. FT. OF STRUCTURE(S): 0

RECEIVED
OCT - 5 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE FL

NUMBER OF DWELLING UNITS & DENSITY
FOR MULTI-FAMILY PROJECTS: 0

UTILITIES & SUPPLIER: AT&T, FPL, Florida City Gas, City of Port St Lucie Utilites

GROSS ACREAGE & SQ. FT. OF SITE: 1.66 Ac. & 72,202SF

FUTURE LAND USE DESIGNATION: CG Commerical Limited ZONING DISTRICT: CG - Commerical General

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
Port St Lucie Properties, LLC
Thomas Morrison - 8890 W. Oakland Park Blvd. #201,
Sunrise, FL 33351 (954)749-8990

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Sara Battles, P.E. - Authorized Agent
Kimley-Horn and Associates, Inc. - 445 24th Street, Suite 200
Vero Beach, FL 32960 (772) 794-4154

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Sara Battles, P.E.
Kimley-Horn and Associates, Inc.

FLORIDA REGISTRATION NO., CONTACT
PERSON, ADDRESS, PHONE & FAX No.)
#75894 Sara Battles, P.E. - 445 24th Street, Suite 200,
Vero Beach, FL 32960 (772) 794-4154

N/A - I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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

OWNER'S SIGNATURE | HAND PRINT NAME | TITLE | DATE

AGENT AUTHORIZATION FORM

RE: Applications for Permits and Approvals

TO: City of Port St. Lucie, South Florida Water Management District, Florida Department of Environmental Protection

Port Saint Lucie Properties LLC (Owner) is in the process of developing a site (the "Site") located at the northeast corner of SW Port St. Lucie Blvd and SW Darwin Blvd in Port St. Lucie, Florida (Parcel ID 3420-714-0007-000-0). On behalf of the Owner, I hereby authorize Kimley-Horn and Associates, Inc. (the "Engineer") to act as agent for the purpose of obtaining permits and approvals related to the development of the Site.

In such capacity, the Engineer's authority is expressly limited to signing and delivering applications for permits and approvals that are related to the development of the Site, advancing nominal funds as are required to file such applications and to representation at meetings and hearings for the applications. The Engineer is not authorized to negotiate on Owner's behalf or to bind or obligate Owner's in any manner whatsoever, including without limitation accruing any obligations on Owner's behalf to pay for or construct improvements without additional authorization in writing.

Sincerely,

Thomas Morrison
Port Saint Lucie Properties LLC

By: _____

Name: THOMAS J. MORRISON

Title: PRESIDENT - OWNER

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3958317 OR BOOK 3635 PAGE 1570, Recorded 05/22/2014 at 03:24 PM
Doc Tax: $14350.00

27.00
14350.00

Prepared by/Return to:
Janis K. Cheezem, Esq.
Akerman LLP
One SE 3rd Avenue, Suite 2500
Miami, Florida 33131

PARCEL I.D. NO.:
3420-714-0007-000-0

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made and executed the 13 day of May, 2014, by FLORIDA COMMUNITY BANK, National Association, whose street address is 2500 Weston Road, Suite 300, Weston, FL 33331, hereinafter called the Grantor, to PORT SAINT LUCIE PROPERTIES, LLC, a Florida limited liability company, whose address is 222 Lakeview Avenue, PH-5 West Palm Beach, FL 33401, hereinafter called the Grantee:

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of $10.00 and other valuable considerations, receipt whereof are hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situate in St. Lucie County, Florida, more particularly described in the attached Exhibit "A" (the "Property").

TOGETHER with all the easements, tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor hereby covenants with Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby specially warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, subject to real estate taxes for 2014 and subsequent years and all matters of record, without the intention of reimposing same.

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign Name: _____

Print Name: _____

FLORIDA COMMUNITY BANK, National Association

By: _____ (SEAL)
Larry Benton, Senior Vice President

Sign Name: _____

Print Name: _____

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 13 day of May, 2014, by Larry Benton, Senior Vice President of FLORIDA COMMUNITY BANK, National Association, in the capacity aforestated; such person is personally known to me or has produced _____ as identification and did not do so under oath.

MAITE MENDIOLA
NOTARY PUBLIC
STATE OF FLORIDA
Comm# EE210524
Expires 6/24/2016

My Commission Expires:

Sign Name: _____

Print Name: _____
Notary Public

Serial No. (none if blank): _____

[NOTARIAL SEAL]

Thresiamma Kuruvilla

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Monday, November 14, 2016 12:46 PM
To: Thresiamma Kuruvilla
Subject: RE: resolution for P16-172

Approved. No changes.
Thanks.

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |334
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: Thresiamma Kuruvilla [mailto:TKuruvilla@cityofpsl.com]
Sent: Monday, November 14, 2016 11:43 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: resolution for P16-172

Can you review the attached draft resolution for Sympatico plaza 1 plat? The applicant wants to schedule the plat for Nov 28 City Council.
Thanks, Thres

Thresiamma Kuruvilla, Planner (B.Sc Eng., M.T.P.)
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
772-871-5281 (Direct Phone) 772 871 5213 (Office)
772-871-5124 (Fax)
Tkuruvilla@cityofpsl.com

How is my service? Please contact Bonnie R. Cruz at Bonniec@cityofpsl.com to submit your suggestions, comments and feedback.

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11C
Meeting Date: 11/28/2016

TO: Mayor and City Council

THRU: THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Resolution: Request to Grant Conservation Easements to the City 16-R90

Submittal Date: 11/28/2016

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

BACKGROUND: The purpose of this request is to allow St. Lucie West Services District to replace the proposed loss of native upland habitat preservation area designated as Open Space Tracts 1A, 1B, and 2A of St. Lucie West Plat No. 168. These tracts are proposed to be combined into Lot 1 of St. Lucie West Plat No. 194 (P16-065) for the purpose of commercial development. The native upland preservation areas will be replaced by granting conservation easements to the City via the attached Deed of Conservation Easement. The conservation easements are located on three other parcels in St. Lucie West that contain native upland habitat. The existing native upland habitat preservation area being replaced consists of 1.46 acres and the proposed native upland habitat preservation area is 1.501 acres. The native upland habitat is required by the St. Lucie West DRI DO (Development of Regional Impact Development Order).

ANALYSIS: See attached Deed of Conservation Easement.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The resolution has been prepared by Attorney Thomas Mullin.

NOTICE/ADVERTISING: N/A

RECOMMENDATION: The Planning and Zoning staff recommends approval of the request.

SPECIAL CONSIDERATION: This item is related to the St. Lucie West Plat No. 194 Preliminary and Final Plat (P16-065).

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: The property to be mitigated for is located on the north side of St. Lucie West Boulevard, south of Water Management Tract 1A, west of Country Club Drive, and east of California Boulevard. The locations of the properties designated as conservation easements are as follows: (Parcel 1) Open Space Tract No. 1, St. Lucie West Plat No. 81 is located on the north side of NW Peacock Boulevard, south of the C-108 Canal, west of Cashmere Boulevard, and east of St. Lucie West upland Tract 1. (Parcel 2) A Portion of Water Management Tract 6B-2, St. Lucie Plat No. 81 is located on the north side of NW Peacock Boulevard, south of the C-108 Canal, west of Cashmere Boulevard, and east of California Boulevard. (Parcel 3) A Portion of Parcel 6, St. Lucie West Plat No. 192 is located on the east side of Cashmere Boulevard, west of Florida's Turnpike, north of Water Management Tract 4-E.

ATTACHMENTS: Resolution and Deed of Conservation Easement.

RECEIVED

NOV 1 0 2016

CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R90

A RESOLUTION ACCEPTING THE DEED OF CONSERVATION EASEMENT FROM THE ST. LUCIE WEST SERVICES DISTRICT FOR APPROXIMATELY 1.5 ACRES WITHIN THE ST. LUCIE WEST DEVELOPMENT OF REGIONAL IMPACT WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF THE ST. LUCIE WEST SERVICES DISTRICT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by the St. Lucie West Services District to accept the Deed of Conservation Easement for approximately 1.501 acres within the St. Lucie West Development of Regional Impact, within the City of Port St. Lucie, Florida; and

WHEREAS, St. Lucie West Services District as owner and title holder of approximately 1.501 acres of native upland habitat proposed to be preserved by conservation easement in favor of the City of Port St. Lucie; and

WHEREAS, the request by the St. Lucie West Services District is to replace the proposed loss of native upland habitat preserve areas designated as Open Space Tracts 1A, 1B, and 2A of the St. Lucie West Plat No. 168 comprising approximately 1.46 acres; and

WHEREAS, the St. Lucie West Services District is proposing to combine the aforementioned tracts into Lot 1 of the St. Lucie West Plat No. 194 (P16-065); and

WHEREAS, the St. Lucie West Services District shall preserve the native upland habitat through grant of a conservation easement in the form of a Deed of Conservation Easement, which is attached as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

RESOLUTION NO. 16-R90

Section 1. That there is hereby authorized the acceptance of the Deed of Conservation Easement, which is attached as Exhibit "A", for approximately 1.501 acres from the St. Lucie West Services District as replacement native upland habitat. The locations of the properties designated as conservation easements are as follows: (Parcel 1) Open Space Tract No. 1, St. Lucie West Plat No. 81 is located on the north side of NW Peacock Boulevard, south of the C-108 Canal, west of Cashmere Boulevard, and east of St. Lucie West upland Tract 1. (Parcel 2) A Portion of Water Management Tract 6B-2, St. Lucie Plat No. 81 is located on the north side of NW Peacock Boulevard, south of the C-108 Canal, west of Cashmere Boulevard, and east of California Boulevard. (Parcel 3) A Portion of Parcel 6, St. Lucie West Plat No. 192 is located on the east side of Cashmere Boulevard, west of Florida's Turnpike, north of Water Management Tract 4-E. The St. Lucie West Services District shall execute and record the Deed of Conservation Easement in substantially the same form attached as Exhibit "A". The Mayor and City officials, and the City Manager and his designees, are hereby authorized to execute any and all documents necessary to complete the conveyance of the Deed of Conservation Easement to the City.

Section 2. This Resolution shall take effect immediately upon its adoption.

RESOLUTION NO. 16-R90

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of November, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Thomas F. Mullin
Special Counsel to the City

This instrument Prepared by:
Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950

EXHIBIT A

Return recorded document to:
Office of the City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given as of the 1st day of November, 2016, by the ST. LUCIE WEST SERVICES DISTRICT, a community development district established in accordance with Chapter 190, Florida Statutes ("**Grantor**" or "**District**"), whose mailing address is 450 S.W. Utility Drive, Port St. Lucie, Florida 34986, to the CITY OF PORT ST. LUCIE ("**Grantee**" or "**City**"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the Conservation Easement Property (as hereinafter defined), and the term "Grantee" shall include any successor or assignee of the Grantee.

WITNESSETH

A. The Grantor is the owner of certain lands situated in St. Lucie County, Florida, and more specifically described in Composite Exhibit "A" attached hereto and by this reference incorporated herein ("**Conservation Easement Property**").

B. By joinder in the application for approval of proposed St. Lucie West Plat No. 194, the Grantor has sought from the City authorization to re-plat certain lands ("**Project Site**") that are owned by the District and are subject to the land use regulatory jurisdiction of the City.

C. The City will consider approval of the requested re-plat of the Project Site ("**Re-plat Approval**") in the manner sought by the Grantor, subject to certain conditions.

D. The Re-plat Approval will require the Grantor to mitigate the loss of certain native upland habitat that will result from re-plat of the Project Site by designating and providing a conservation easement for the protection of preserve areas that shall be maintained in their natural state.

E. The Grantor, in consideration of Re-plat Approval for the Project Site, agrees to grant and secure to the Grantee a perpetual Conservation Easement over the Conservation Easement Property.

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement

Property, which easement shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. The purpose of this Conservation Easement is to retain the Conservation Easement Property lands or water areas in their natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for plants or wildlife. Those upland areas included in the Conservation Easement Property that are to be enhanced or created pursuant to the Re-plat Approval shall be retained and maintained in the enhanced or created conditions required by the Re-plat Approval.

To carry out this purpose, the following rights are conveyed to the Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Property by the Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Conservation Easement Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Re-plat Approval, the following activities are prohibited in or on the Conservation Easement Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a City approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, and fencing;

g. Acts or uses that are detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses that are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archeological, or cultural significance.

4. Passive Recreational Facilities. The Grantor reserves all rights as owner of the Conservation Easement Property, including the right to engage in uses of the Conservation Easement Property that are not prohibited herein and that are not inconsistent with any City ordinance or regulation, the Re-plat Approval, or the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be permitted upon written approval of the City.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Property is conveyed by this Conservation Easement.

6. Grantee's Liability. The Grantee shall not be responsible for any cost or liability related to the operation, upkeep, or maintenance of the Conservation Easement Property.

7. Property Taxes. The Grantor is exempt from taxation in accordance with Section 196.199(1)(c), Florida Statutes, and Fla. Admin. Code Rule 12D-7.016.

8. Enforcement. Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of the Grantee, and any forbearance on behalf of the Grantee to exercise its rights hereunder in the event of any breach hereof by the Grantor shall not be deemed or construed to be a waiver of the Grantee's rights hereunder.

9. Assignment. The Grantee will hold this Conservation Easement exclusively for conservation purposes. The Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state law.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms, Conditions, Restrictions, Purpose. The Grantor shall insert the terms, conditions, restrictions, and purpose of this Conservation Easement in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Conservation Easement Property.

12. Written Notice. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in St. Lucie County, Florida.

TO HAVE AND TO HOLD unto the Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon the Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

Grantor hereby covenants and warrants that it owns the Conservation Easement Property and has the right to grant this Conservation Easement.

* * *

IN WITNESS WHEREOF, the St. Lucie West Services District, a community development district established in accordance with Chapter 190, Florida Statutes, has hereunto set its authorized hand this 1st day of November, 2016.

ST. LUCIE WEST SERVICES DISTRICT, a community development district established in accordance with Chapter 190, Florida Statutes

By: _____
Vincent J. D'Amico, Chairman
Board of Supervisors

ATTEST:

_____
WAYNE SMITH, Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 1st day of November, 2016, by Vincent J. D'Amico, as Chairman of the Board of Supervisors of the St. Lucie West Services District. He:

☒ is personally known to me, or
☐ has produced _____

as identification and ☐ did ☒ did not take an oath.

[Notary Seal]

MADELINE MALDONADO
MY COMMISSION # FF 045783
EXPIRES: December 15, 2017
Bonded Thru Notary Public Underwriters

_____
Notary Public-State of Florida
Print Name: Madeline Maldonado
My commission expires: December 15, 2017

* * *

COMPOSITE EXHIBIT "A"

CONSERVATION EASEMENT PROPERTY

Consisting of Parcels 1, 2, and 3, described as follows:

EXHIBIT "A"

PARCEL 1

LAND DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF TRACT O.S.T. NO. 1, ST. LUCIE WEST PLAT NO. 81, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 25 & 25A THROUGH 25F OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT O.S.T. NO. 1; THENCE ALONG THE NORTH LINE OF SAID TRACT, SOUTH 89°44'57" EAST, A DISTANCE OF 207.23 FEET; THENCE SOUTH 00°15'03" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE ALONG THE SOUTH LINE OF SAID 10.00 FOOT PRIVATE UTILITY EASEMENT, SOUTH 89°44'57" EAST, A DISTANCE OF 379.28 FEET TO A POINT ON THE NORTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 72°19'17" WEST; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE THROUGH THE FOLLOWING THREE (3) COURSES, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°19'40", A DISTANCE OF 14.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTH, HAVING A RADIUS OF 190.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°34'38", A DISTANCE OF 227.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 670.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'16", A DISTANCE OF 168.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.339 ACRES, MORE OR LESS.

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR & MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 07-21-16

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

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PROJECT MANAGER	DEPARTMENT MANAGER	SCALE:	CHECKED BY
WFD	WFD		WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD11

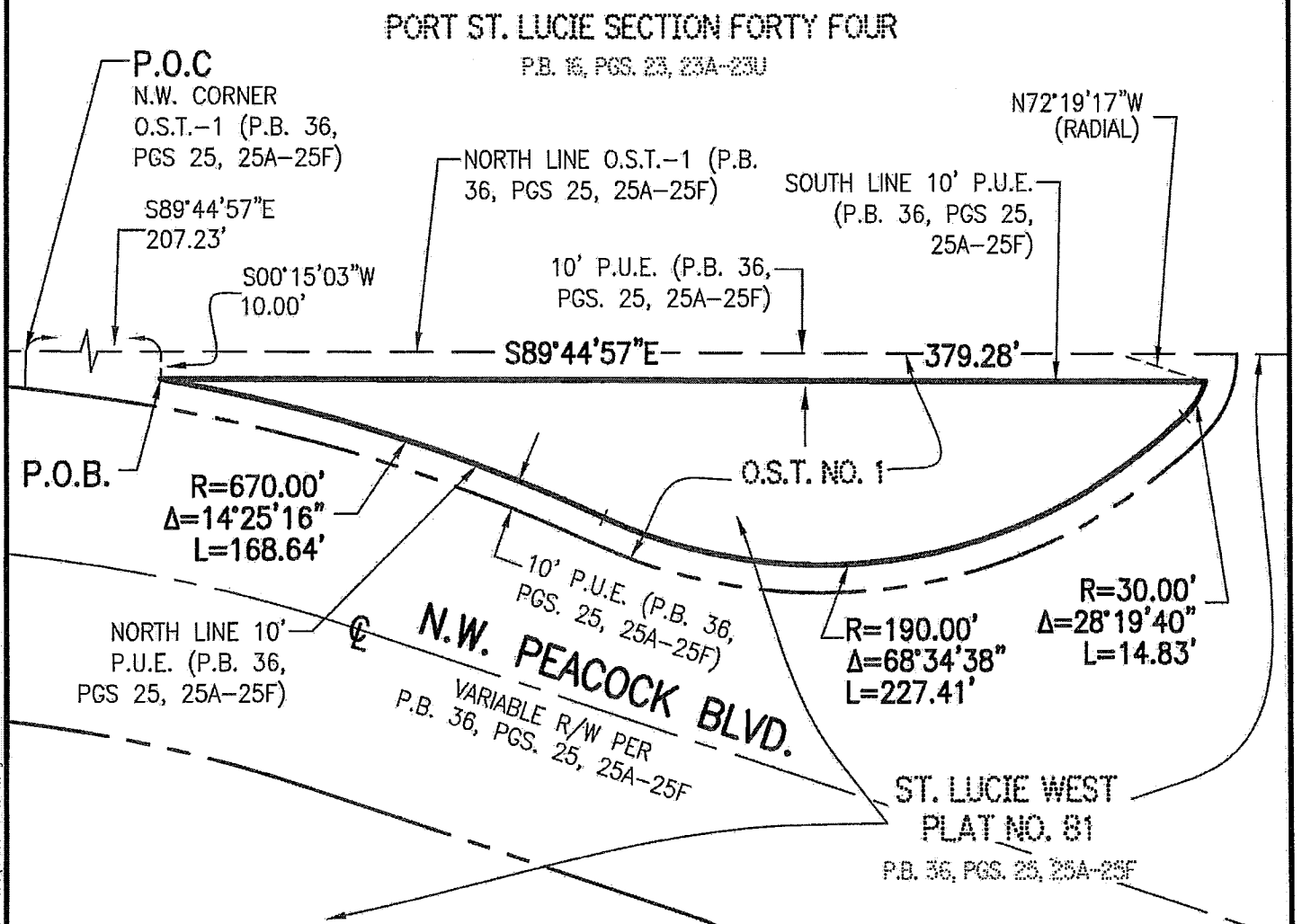
SHEET 1 OF 2

Date\Time : Thu, 27 Oct 2016 - 1:48pm Path\Name : G:\AProjects\LNR_WF\WF003600\CAD\SKETCH AND DESCRIPTIONS\WF003600-SD11.dwg

EXHIBIT "A"

PARCEL 1

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!



LEGEND:

- Δ – CENTRAL ANGLE
- ℄ – CENTERLINE
- F.P.L. – FLORIDA POWER & LIGHT
- L – ARC LENGTH
- O.R.B. – OFFICIAL RECORDS BOOK
- P.B. – PLAT BOOK
- PGS. – PAGES
- P.O.B. – POINT OF BEGINNING
- P.U.E. – PUBLIC UTILITY EASEMENT
- R – RIGHT-OF-WAY
- R/W – RIGHT-OF-WAY
- U.E. – UTILITY EASEMENT

N

SCALE: 1"=50'

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WFD	WFD	1" = 60'	WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD11

SHEET 2 OF 2

EXHIBIT "A"

PARCEL 2

LAND DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF WATER MANAGEMENT TRACT W.M.T. 6B-2, ST. LUCIE WEST PLAT NO. 81, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 25 & 25A THROUGH 25F OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WATER MANAGEMENT TRACT W.M.T. 6B-2; THENCE ALONG THE NORTH LINE OF SAID TRACT, NORTH 89°44'57" WEST, A DISTANCE OF 846.68 FEET; THENCE SOUTH 00°15'04" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 17.64 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°14'33" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°45'58", A DISTANCE OF 35.87 FEET; THENCE SOUTH 13°00'31" EAST, A DISTANCE OF 92.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 133°40'23", A DISTANCE OF 35.00 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,226.28 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°37'22", A DISTANCE OF 56.14 FEET; TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°56'16", A DISTANCE OF 26.13 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'21", A DISTANCE OF 14.72 FEET TO A POINT ON THE NORTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,216.28 FEET; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID 10.00 FOOT PRIVATE UTILITY EASEMENT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°36'24", A DISTANCE OF 394.98 FEET TO A POINT ON THE SOUTH LINE OF SAID 10.00 FOOT PRIVATE UTILITY EASEMENT; THENCE ALONG SAID SOUTH LINE, SOUTH 89°44'57" EAST, A DISTANCE OF 485.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.691 ACRES, MORE OR LESS.

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR & MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 07-20-16

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

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WFD	WFD		WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-20-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD10

SHEET 1 OF 3

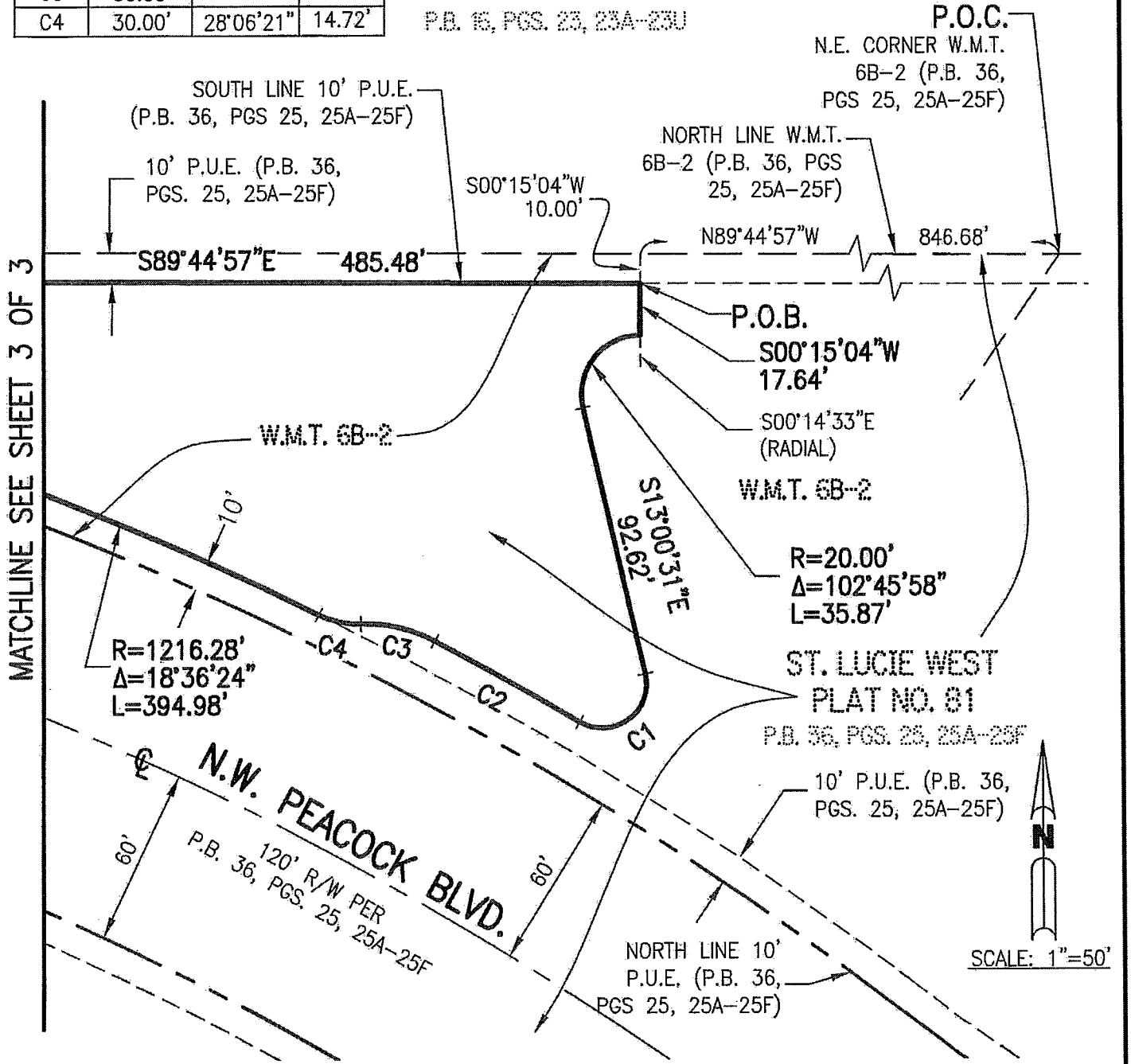
EXHIBIT "A"

PARCEL 2

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	133°40'23"	35.00'
C2	1226.28'	02°37'22"	56.14'
C3	50.00'	29°56'16"	26.13'
C4	30.00'	28°06'21"	14.72'

NOTE:
FOR LEGEND SEE SHEET 3 OF 3.



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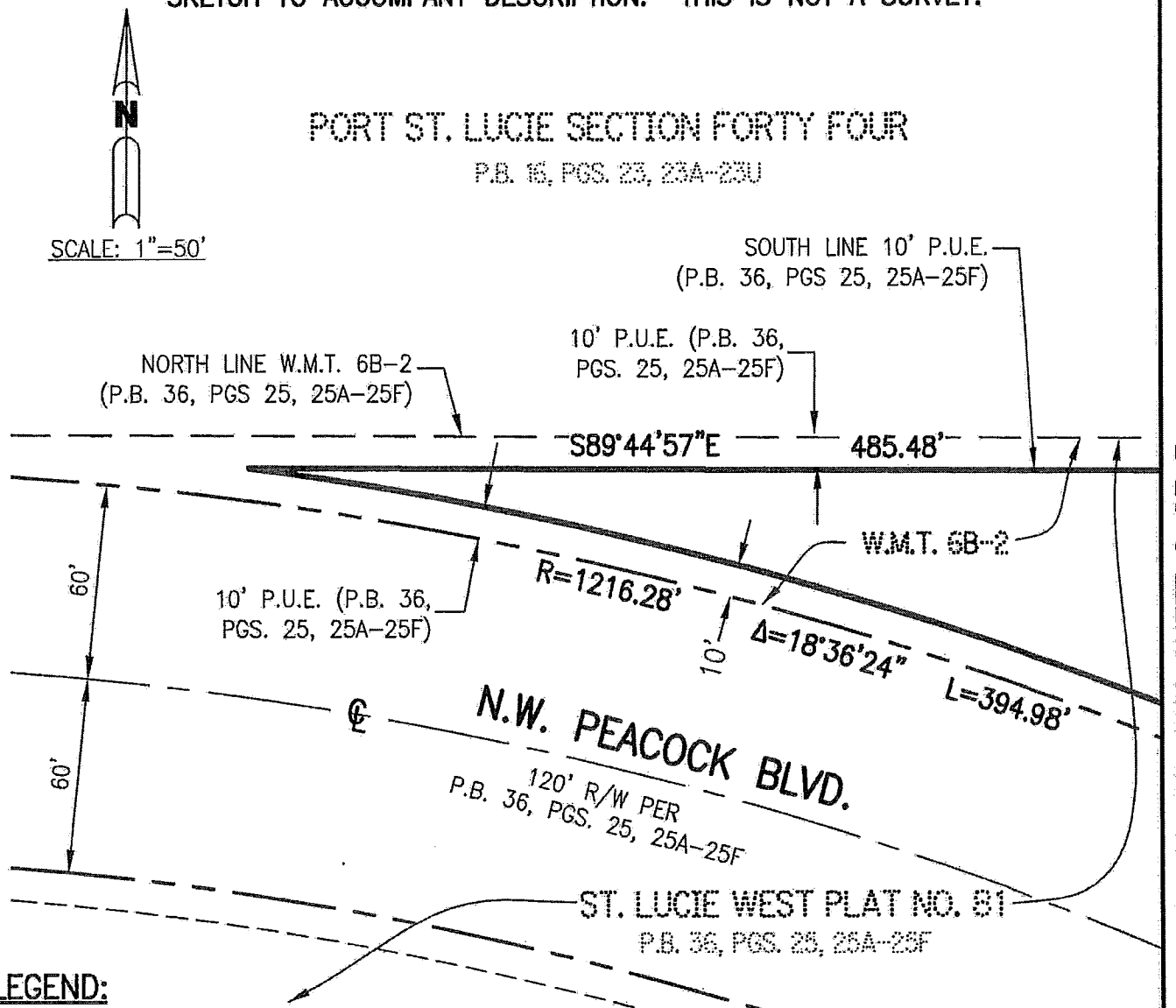
WFD	WFD	1" = 50'	WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-20-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD10

SHEET 2 OF 3

EXHIBIT "A"

PARCEL 2

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!



LEGEND:

- Δ – CENTRAL ANGLE
- ℄ – CENTERLINE
- F.P.L. – FLORIDA POWER & LIGHT
- L – ARC LENGTH
- O.R.B. – OFFICIAL RECORDS BOOK
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WFD	WFD	1" = 50'	WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-20-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD10

SHEET 3 OF 3

EXHIBIT "A"

PARCEL 3

LAND DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF PARCEL 6, LOWES OF ST. LUCIE WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 36 THROUGH 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN SECTION 19, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 6; THENCE ALONG THE NORTH LINE OF SAID PARCEL 6, SOUTH 72°10'39" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND AND TO A POINT ON THE EAST LINE OF A 20.00 FOOT PRIVATE UTILITY EASEMENT AS SHOWN ON SAID PLAT; THENCE CONTINUE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL 6, SOUTH 72°10'39" EAST, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 6 THENCE ALONG THE EAST LINE OF SAID PARCEL 6, SOUTH 00°01'34" WEST, A DISTANCE OF 47.25 FEET; THENCE SOUTH 38°08'31" WEST, A DISTANCE OF 102.06 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 6 AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 55.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°19'55" EAST; THENCE WESTERLY ALONG SAID SOUTH LINE THROUGH THE FOLLOWING THREE (3) COURSES AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°15'20", A DISTANCE OF 19.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 420.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'09", A DISTANCE OF 85.66 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°53'20", A DISTANCE OF 42.13 FEET TO A POINT ON THE EAST LINE OF SAID 20.00 FOOT PRIVATE UTILITY EASEMENT AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,226.28 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 60°47'27" WEST; THENCE NORTHEASTERLY ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°23'12", A DISTANCE OF 243.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.417 ACRES, MORE OR LESS.

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR E. DIVINE
PROFESSIONAL LAND SURVEYOR & MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 07-21-16

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

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SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD09
SHEET 1 OF 3			

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EXHIBIT "A"

PARCEL 3

LEGEND:

Δ – CENTRAL ANGLE
℄ – CENTERLINE
F.P.L. – FLORIDA POWER & LIGHT
L – ARC LENGTH
O.R.B. – OFFICIAL RECORDS BOOK
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R/W – RIGHT-OF-WAY
RGE – RANGE
SEC. – SECTION
TWP. – TOWNSHIP
U.E. – UTILITY EASEMENT

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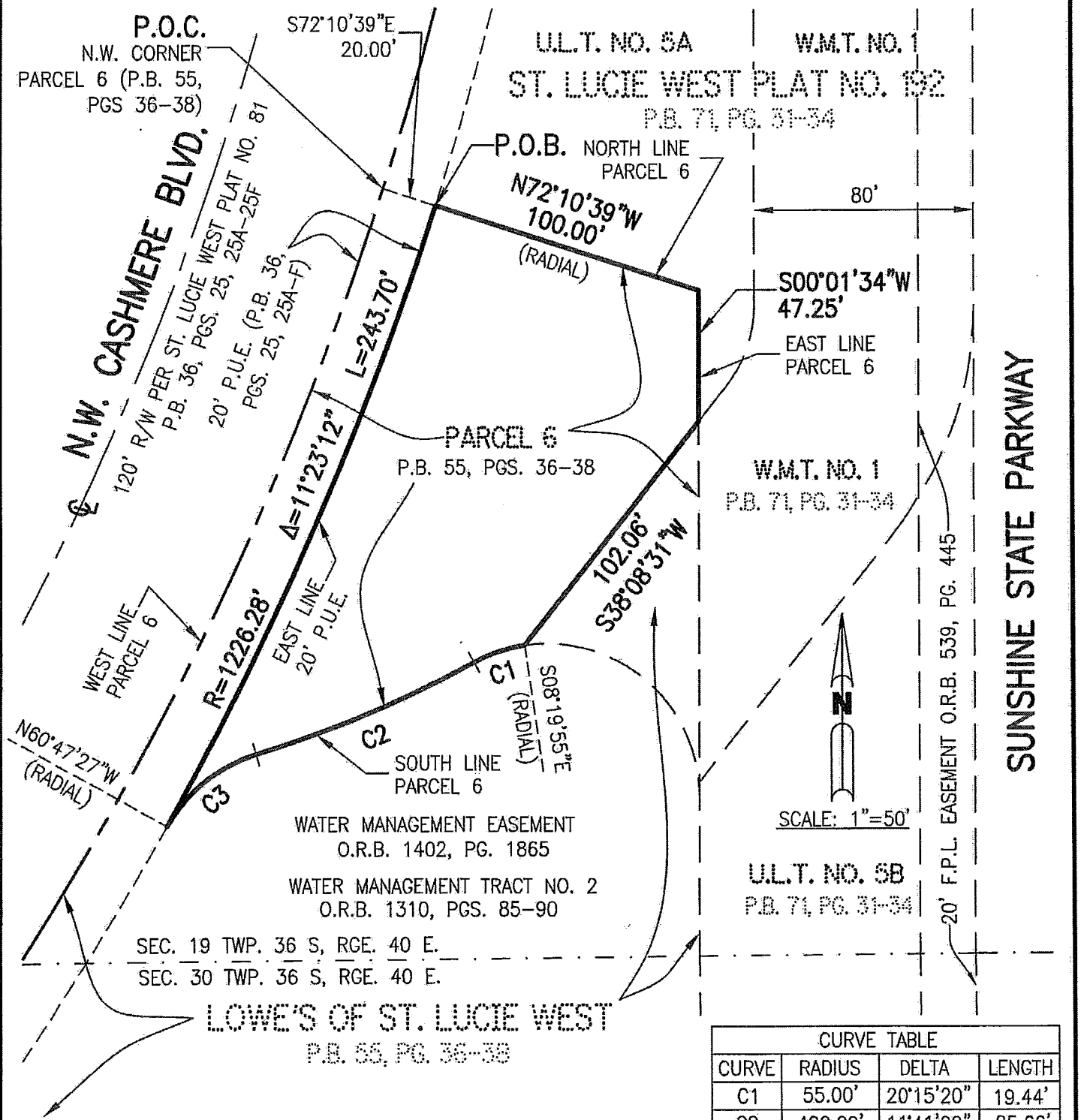
SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD09

SHEET 2 OF 3

EXHIBIT "A"

PARCEL 3

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	20°15'20"	19.44'
C2	420.00'	11°41'09"	85.66'
C3	55.00'	43°53'20"	42.13'

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SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD09

SHEET 3 OF 3

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11D
Meeting Date: 11/28/16

TO:	Mayor and City Council
THRU:	Patricia Roebling, Interim City Manager
FROM:	Patricia A. Tobin, AICP, Director Planning and Zoning
Agenda Item:	Resolution: Preliminary and Final Plat – St. Lucie West No. 194 (P16-065) 16-R89
Submittal Date:	10/25/2016

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

BACKGROUND: With this subdivision application, Open Space Tracts 1A, 1B, and 2A of St. Lucie West Plat No. 168 are being combined into Lot 1 of St. Lucie West Plat No. 194 for the purpose of commercial development.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The resolution has been approved as to form by Attorney Thomas Mullin via email on October 26, 2016.

NOTICE/ADVERTISING: N/A

SITE PLAN REVIEW COMMITTEE RECOMMENDATION: The Site Plan Review Committee unanimously recommended approval of the subdivision plat application at their meeting on May 25, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: The subject property is located on the north side of St. Lucie West Boulevard, south of Water Management Tract 1A, west of Country Club Drive, and east of California Boulevard.

ATTACHMENTS: Resolution, staff report, maps, Deed of Conservation Easement, application, and plat.

PT/kh

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NOV 1 0 2013
CITY MANAGER'S OFFICE

RESOLUTION NO. 16-R89

A RESOLUTION APPROVING THE PRELIMINARY AND FINAL PLAT FOR ST. LUCIE WEST PLAT NO. 194 (P16-065); WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ST. LUCIE WEST SERVICES DISTRICT; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie, Florida has been requested by St. Lucie West Services District, to approve and accept the preliminary and final plat for St. Lucie West Plat No. 194, within the City of Port St. Lucie, Florida; and

WHEREAS, there are no private roads or drainage facilities to be constructed within the platted area; and

WHEREAS, the plat conforms to Section 156, Port St. Lucie City Code, and meets all State requirements for such plats; and

WHEREAS, the Site Plan Review Committee recommended approval of the preliminary and final plat titled St. Lucie West Plat No. 194 (P16-065) on May 25, 2016; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Port St. Lucie as follows:

Section 1. That the City Council hereby approves the preliminary and final plat for St. Lucie West Plat No. 194, within the City of Port St. Lucie, Florida, said plat being offered by St. Lucie West Services District, as owners and title holders of said property, and as prepared by Michael T. Owen of Engineering Design and Construction, Inc., as designated on the attached said plat.

RESOLUTION NO. 16-R89

Section 2. That the Mayor and City Clerk of the City of Port St. Lucie, Florida, are hereby authorized to countersign said plat so it may be properly recorded in the public records of St. Lucie County, Florida.

Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of November, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: **CITY COUNCIL - MEETING OF NOVEMBER 28, 2016**

FROM: **KATHERINE H. HUNTRESS, PLANNER**

RE: **ST. LUCIE WEST SERVICES DISTRICT PLAT NO. 194 PRELIMINARY AND FINAL SUBDIVISION PLAT APPLICATION PROJECT NO. P16-065**

DATE: **NOVEMBER 15, 2016**

PROPOSED PROJECT: With this subdivision application, Open Space Tracts 1A, 1B, and 2A of St. Lucie West Plat No. 168 are being combined into Lot 1 of St. Lucie West Plat No. 194 for the purpose of commercial development.

APPLICANT: Brad Currie of Engineering Design and Construction, Inc.

OWNER: St. Lucie West Services District

LOCATION: The subject property is located on the north side of St. Lucie West Boulevard, south of Water Management Tract 1A, west of Country Club Drive, and east of California Boulevard.

LEGAL DESCRIPTION: The property is legally described as Open Space Tracts 1A, 1B, and 2A of St. Lucie West Plat No. 168.

SIZE: Approximately 1.46 acres

FUTURE LAND USE: CG/I (General Commercial/Institutional)

ZONING: CG (General Commercial)

EXISTING USE: Vacant land, lift station, and driveway.

SURROUNDING USES:

	Future Land Use	Zoning	Existing Use
N	CG/I	GU	Water management tract
S	OSR	OSR	Water management tract
E	CG/I	CG	Bank
W	CG/I	CG	Commercial development

IMPACTS AND FINDINGS: The project has been reviewed for compliance with Chapter 160.01, City Code, regarding provision of adequate public facilities and documented as follows:

Sewer/Water Service: Sewer/water will be provided by the St. Lucie West Services District.

Transportation: Transportation impacts are evaluated with site plan approval per the St. Lucie West DRI development order. The development order conditions are evaluated using a cumulative calculation of the trip generation for all site plan and residential subdivision approvals. The cumulative calculation is included in the Biennial Report for the DRI.

Parks/Open Space: N/A

Storm Water: A paving and drainage plan that is in compliance with the adopted level of service standard is required prior to issuance of a building permit.

Solid Waste: Solid waste impacts are to be measured and planned based on population projections on an annual basis.

Fire District: The access location (external and internal) has been reviewed by the Fire District for safety purposes.

Environmental Impacts: The existing Open Space Tracts 1A, 1B, and 2A are designated as upland preservation areas and dedicated to the St. Lucie West Services District as required by the St. Lucie West DRI DO (Development of Regional Impact Development Order). The proposed impacts to the existing upland preserve will be replaced by designating and providing conservation easements on three other parcels via the attached Deed of Conservation Easement.

The parcels identified in the Deed of Conservation Easement are legally described as follows:

- (Parcel 1) Open Space Tract No. 1, St. Lucie West Plat No. 81.
- (Parcel 2) A Portion of Water Management Tract 6B-2, St. Lucie Plat No. 81.
- (Parcel 3) A Portion of Parcel 6, St. Lucie West Plat No. 192.

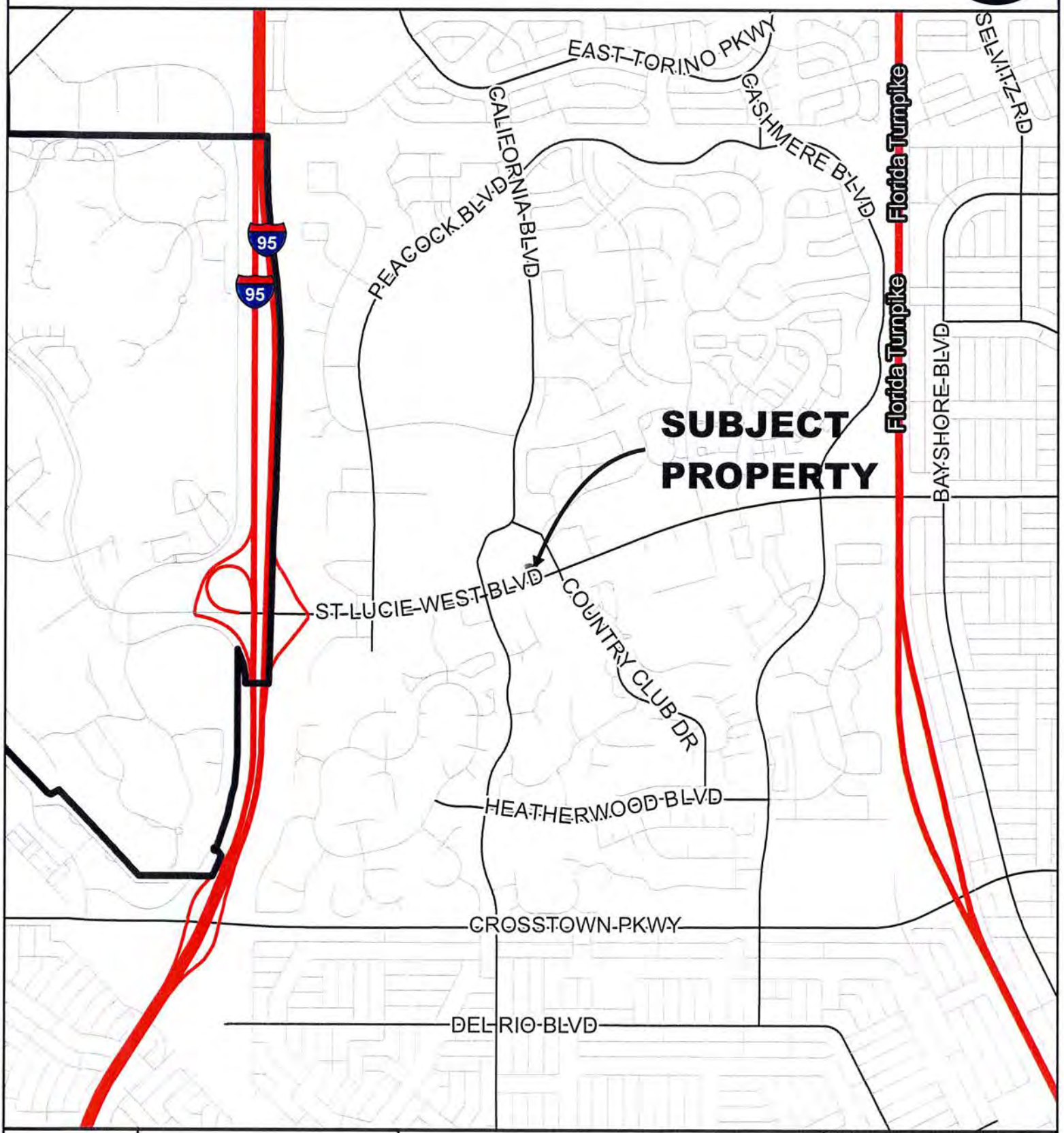
The locations of the properties designated as conservation easements are as follows:

- (Parcel 1) Open Space Tract No. 1, St. Lucie West Plat No. 81 is located on the north side of NW Peacock Boulevard, south of the C-108 Canal, west of Cashmere Boulevard, and east of St. Lucie West upland Tract 1.
- (Parcel 2) A Portion of Water Management Tract 6B-2, St. Lucie Plat No. 81 is located on the north side of NW Peacock Boulevard, south of the C-108 Canal, west of Cashmere Boulevard, and east of California Boulevard.
- (Parcel 3) A Portion of Parcel 6, St. Lucie West Plat No. 192 is located on the east side of Cashmere Boulevard, west of Florida's Turnpike, north of Water Management Tract 4-E.

Public School Concurrency Analysis: N/A

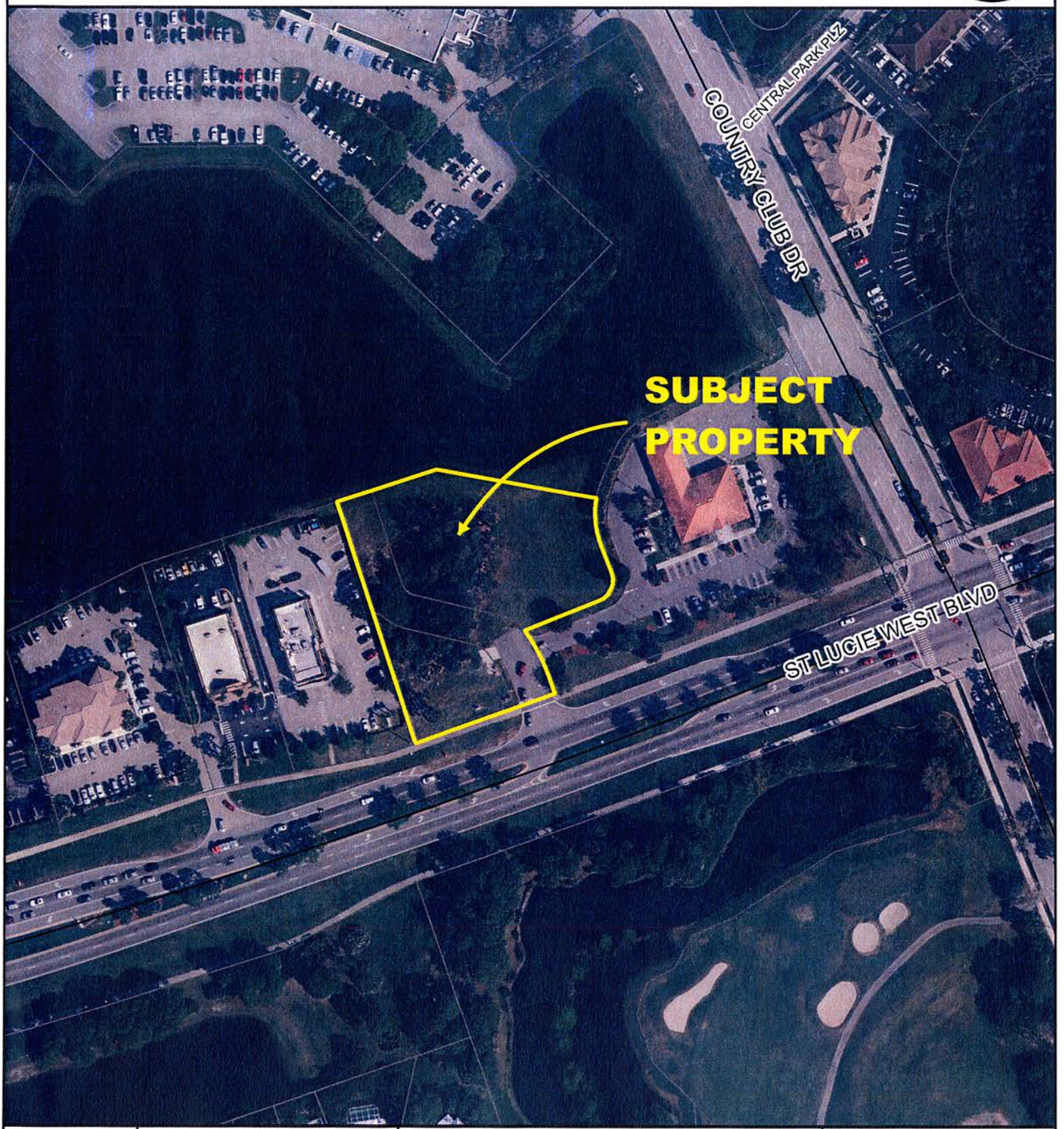
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the approved zoning, policies of the City's Comprehensive Plan, and City Subdivision Code. The Site Plan Review Committee reviewed the request on May 25, 2016 and unanimously recommended approval.

GENERAL LOCATION



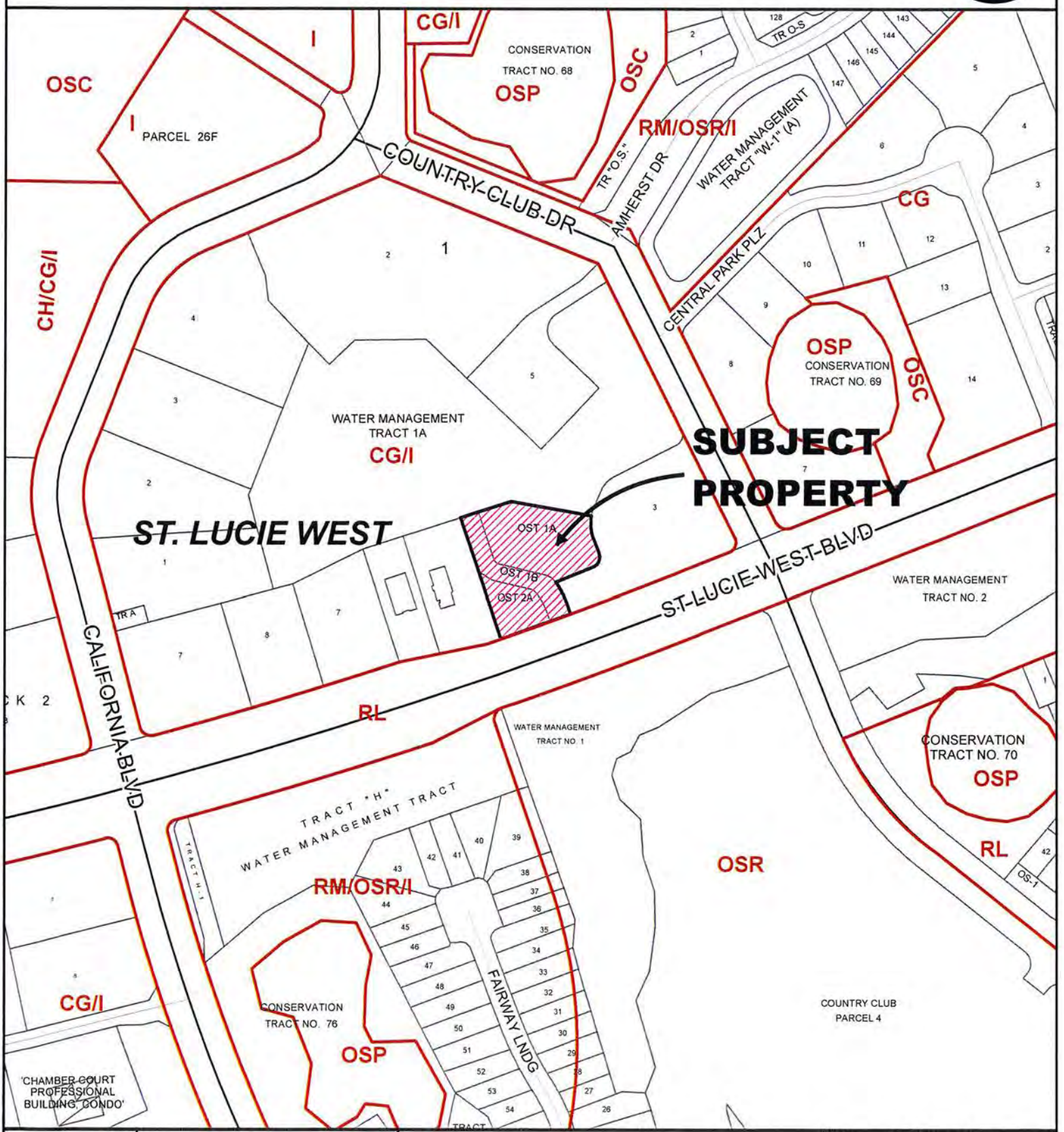
CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ST. LUCIE WEST SERVICES DISTRICT SLW PLAT NO. 168, OS TRACTS 1A, 1B & 2A	DATE: 5/10/2016 APPLICATION NUMBER: P16-065 USER: patricias SCALE: 1 in = 0.5 miles	

AERIAL



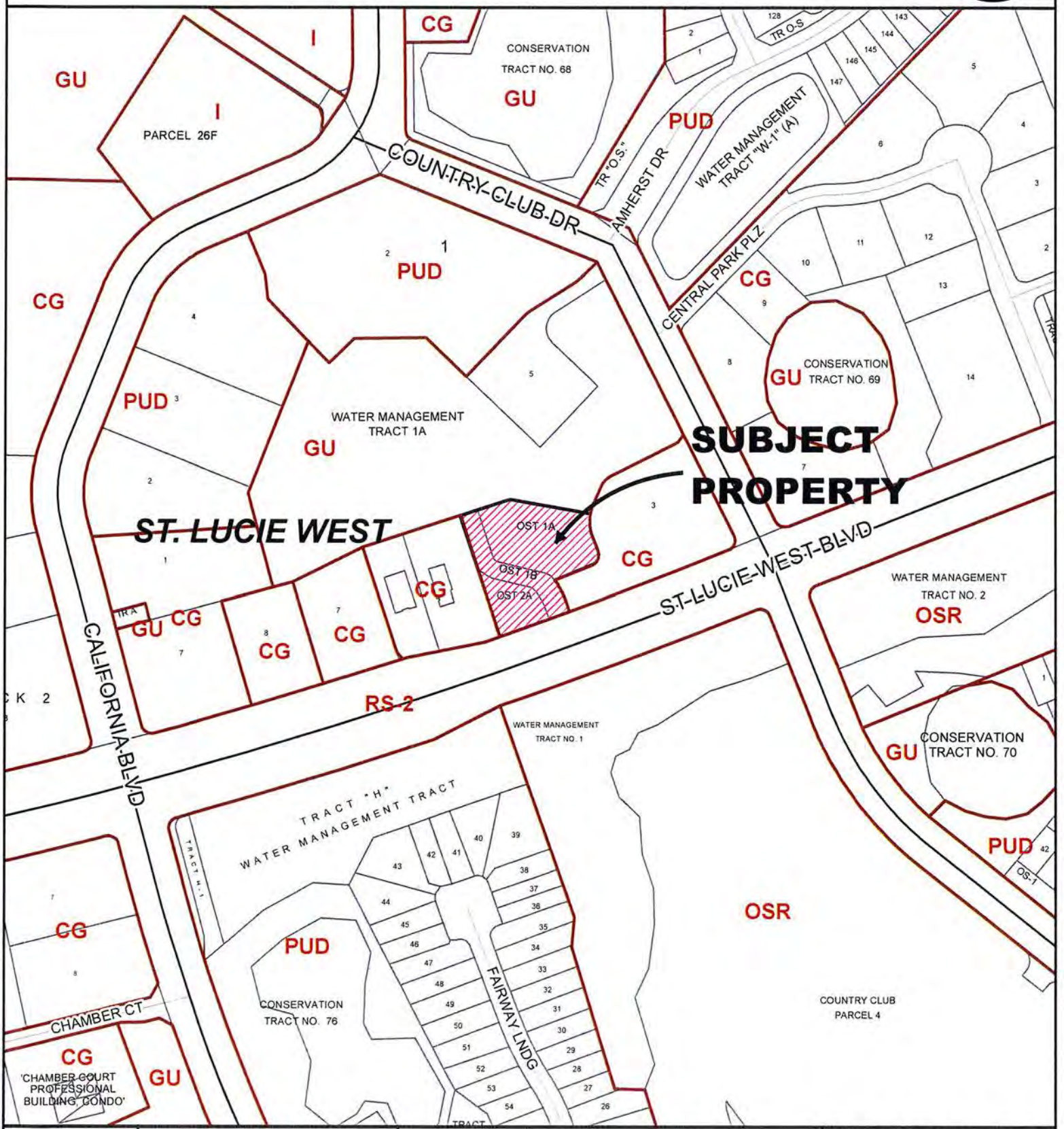
CITY of PORT ST. LUCIE FLORIDA	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ST. LUCIE WEST SERVICES DISTRICT SLW PLAT NO. 168, OS TRACTS 1A, 1B & 2A AERIAL DATE 2014	DATE: 5/10/2016 APPLICATION NUMBER: P16-065 USER: patricias SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ST. LUCIE WEST SERVICES DISTRICT SLW PLAT NO. 168, OS TRACTS 1A, 1B & 2A	DATE: 5/10/2016 APPLICATION NUMBER: P16-065 USER: patricias SCALE: 1 in = 300 ft	

EXISTING ZONING



CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	SUBDIVISION PLAT ST. LUCIE WEST SERVICES DISTRICT SLW PLAT NO. 168, OS TRACTS 1A, 1B & 2A	DATE: 5/10/2016 APPLICATION NUMBER: P16-065 USER: patricias SCALE: 1 in = 300 ft	

Katherine Huntress

From: Thomas Mullin <TMullin@nasonyeager.com>
Sent: Wednesday, October 26, 2016 11:27 AM
To: Katherine Huntress
Subject: RE: SLW Plat # 194

Hi Katie.
Approved, no changes.
Thanks.

Thomas Mullin
Attorney at Law
Email: tmullin@nasonyeager.com
Tel: 561-982-7114 | Fax:561-982-7116
Profile vCard

Nason Yeager
GERSON WHITE & LIOCE, P.A.
750 Park of Commerce Blvd., Suite 210 |Boca Raton |FL |3348
www.nasonyeager.com

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Think Green! Please do not print this e-mail unless absolutely necessary.

From: Katherine Huntress [mailto:KHuntress@cityofpsl.com]
Sent: Tuesday, October 25, 2016 11:11 AM
To: Thomas Mullin <TMullin@nasonyeager.com>
Subject: SLW Plat # 194

Hi Tom,
Attached is the resolution for P16-065 SLW Plat # 194 which is scheduled for the 11/14/16 city council meeting. I am having my report reviewed now.
Thanks,
Katie

Katherine H. Huntress, Planner
Planning and Zoning Department
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5282 772-871-5213
Fax: 772-871-5124
khuntress@cityofpsl.com

ENGINEERS & SURVEYORS

RECEIVED
MAY - 3 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

JUSTIFICATION FOR PLAT APPLICATION & COVER LETTER
SLWSD Commercial Parcel
May 3, 2016

REQUEST

On behalf of the Petitioner, Engineering Design & Construction, Inc. is requesting plat approval for a project known as St. Lucie West Plat No. 194. The Petitioner is requesting plat approval of a 1.46 acre parcel located on approximately 390 feet west of NW Country Club Drive on St. Lucie West Boulevard.

The properties associated with this request are listed below.

SITE CHARACTERISTICS & PROJECT HISTORY

The subject property is located on the north side of St. Lucie West Blvd., approximately 390 feet west of NW Country Club Drive. The project currently has an existing Future Land Use designation of General Commercial and a Zoning designation of General Commercial (CG). St. Lucie West Service District will provide water and sewer services to the future development occurring on this property.

The subject property is located on St. Lucie West Boulevard approximately 390 feet west of NW Country Club Drive. It can be identified by the parcel ID numbers listed in the below table. The project currently has an existing Future Land Use designation of Commercial General and a Zoning designation of General Commercial.

Address	Parcel ID	Acreage
TBD	3325-701-0001-000-6	0.825
TBD	3325-701-0003-000-0	0.339
TBD	3325-701-0002-000-3	0.299
Total		**1.46 acres**

To the north of the subject property is a 7.79 acre water management tract owned by St. Lucie West Service District. This tract have a Future Land Use designation of Commercial General and are located in the General Use zoning district.

To the west of the subject property is a 0.90 acre tract with an established Arby's Restaurant. This parcel has a Future Land Use designation of Commercial General and is located in the General Commercial zoning district.

To the south of the subject property is the 150 foot right of way for St. Lucie West Boulevard. South of the Right-of-Way lies a 5.3 acre open space recreational tract owned by St. Lucie West Service District. These tracts have a Future Land Use designation of Recreational Open Space and is located in the Open Space Recreational zoning district.

To the east of the subject property is a Bank of America building. This 1.92 acre tract has a Commercial General Future Land Use designation and is located in the General Commercial zoning district.

PLAT REQUIREMENTS

Section 156.056 of the Port St. Lucie Subdivision Regulations identifies the requirements for Subdivision Plat Submittal. The attached plat meets the requirements of Section 156.056.

In addition to meeting the requirement of Section 158.056, the City of Port St. Lucie requires the completion of a Subdivision Plat Sufficiency Checklist. The checklist is submitted along with this Justification Statement/Cover Letter. Most of the items on the checklist have been provided. There are some items that were not. There is not a unity of title associated with the subject property. It is the intent of the applicant to submit Construction / Detail Plans, Species Survey, Erosion Sediment Control, Paving and Drainage, Water and Sewer, Landscape, Irrigation and Lighting plans at the time of site plan approval.

Based on the above justification and attached information, the Petitioner respectfully requests approval of this request.

S:_Project Files\16-101 - Tom Ross - SLW\EDC Documents\Submittal Documents\Justification Statement\2016-05-03_T_Ross_SLW_Restaurant_Plat_Application_Justification_Statement_16-101.doc

RECEIVED

MAY 04 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

UBDIVISION PLAT APPLICATIO

ONLY COMPLETE SUBMISSIONS WILL BE PROCESSED

CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPARTMENT
(772)871-5212 FAX: (772)871-5124

P&Z File No. P16-065
Fee (Nonrefundable)$ 945.00
Receipt # 93552

PRIMARY CONTACT EMAIL ADDRESS: bradcurrie@edc-inc.com

PROJECT NAME: St. Lucie West Service District Commercial

LEGAL DESCRIPTION: See attached legal description

LOCATION OF PROJECT SITE: St. Lucie West Blvd., 412 ft +/- west of NW Country Club Drive

PROPERTY TAX I.D. NUMBER: 3325-701-0002-000-3, 3325-701-0003-000-0 and 3325-701-0001-000-6

CIRCLE ONE: **PRELIMINARY** **FINAL** **PRELIMINARY & FINAL**

PROPOSED USE: Restaurant

GROSS SQ. FT. OF STRUCTURE(S): Not yet known

NUMBER OF DWELLING UNITS & DENSITY FOR MULTI-FAMILY PROJECTS: NA

UTILITIES & SUPPLIER: SLWSD

GROSS ACREAGE & SQ. FT. OF SITE: 1.463 ac +/-

FUTURE LAND USE DESIGNATION: CG/I ZONING DISTRICT: CG

OWNER(S) OF PROPERTY:
NAME, ADDRESS, TELEPHONE & FAX NO.
St. Lucie West Service District
450 NW Utility Drive
Port St. Lucie, FL 34986

APPLICANT OR AGENT OF OWNER:
NAME, ADDRESS, TELEPHONE & FAX NO.
Brad Currie, Engineering Design & Construction, Inc.
469 NW Prima Vista Blvd., Port St. Lucie, FL 34983
Phone: (772) 340-4990; Fax: (772) 340-7996
bradcurrie@edc-inc.com

PROJECT ARCHITECT/ENGINEER:
(FIRM, ENGINEER OF RECORD
Engineering Design & Construction, Inc.
R.J. Kennedy, P.E.

FLORIDA REGISTRATION NO., CONTACT PERSON, ADDRESS, PHONE & FAX No.)
56218
Phone: (772) 462-2455; Fax: (772) 462-2454

- I HEREBY AUTHORIZE THE ABOVE LISTED AGENT TO REPRESENT ME. I GRANT THE PLANNING DEPARTMENT PERMISSION TO ACCESS THE PROPERTY FOR INSPECTION.

- I FULLY UNDERSTAND THAT PRIOR TO THE ISSUANCE OF A BUILDING PERMIT AND THE COMMENCEMENT OF ANY DEVELOPMENT ALL PLANS AND DETAIL PLANS MUST BE REVIEWED AND APPROVED BY THE CITY PURSUANT TO SUBDIVISION REGULATIONS CHAPTER 156.

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

OWNER'S SIGNATURE	HAND PRINT NAME	TITLE	DATE
	Dennis Pickle	District Manager	5/3/2016

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2781298 OR BOOK 2464 PAGE 1008, Recorded 01/18/2006 at 11:47 AM
Doc Tax: $0.70

Return to: (enclose self-addressed stamp envelope)

Name: Gary R. Burford, PSM

Address: ARCADIS G & M, INC.
590 NW Peacock Boulevard, Suite 9
Port St. Lucie, Florida 34986

This Instrument Prepared by:

Gary R. Burford, PSM

Address: ARCADIS G & M, INC.
590 NW Peacock Boulevard, Suite 9
Port St. Lucie, Florida 34986

QUIT-CLAIM DEED

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATE

COPY

This Quit-Claim Deed, executed this 30th day of November, 2005, by St. Lucie West Development Company, LLC ("SLWDC") whose post office address is Tradition Station, 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987, first party, to St. Lucie West Services District ("SLWSD") whose post office address is 450 SW Utility Drive, Port St. Lucie, Florida 34986, second party:

(Wherever used herein the terms "first party" and second party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

Witnesseth: That the said first party, for and in consideration of the sum of $10.00 and other good and valuable considerations, in hand paid by the second party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said second party forever, all the right, title, interest, claim and demand which the said first party has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of St. Lucie, State of Florida, to wit:

See Exhibit "A"

To Have and to Hold the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said first party, either in law or equity, to the only proper use, benefit and behalf of the said second party forever.

COPY

IN WITNESS WHEREOF, the parties have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name

Witness Signature

Printed Name

St. Lucie West Development Compaqny, LLC

By:

Tradition Station, 10521 SW Village Center Drive, Suite 201, Port St. Lucie, Florida 34987

* * *

ACCEPTANCE:

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name

Witness Signature

Printed Name

St. Lucie West Services District

By: Chairman

Printed Name

By: Secretary

Printed Name

450 S.W. Utility Dr., Port St. Lucie, FL

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COPY

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by James H Anderson, The Vice President of the ST. LUCIE WEST ~~COMMERCIAL ASSOCIATION, INC.~~ Development Company, Inc., freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or who have produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of November, 2005.

[Notary Seal or Stamp]

Jean E. Sakowski
Notary Public-State of Florida

JEAN E. SAKOWSKI
MY COMMISSION # DD 385262
EXPIRES: March 7, 2009
1-800-3-NOTARY FL Notary Discount Assoc. Co.

Print Name: Jean E Sakowski

My Commission Expires: Mar 7, 2009

* * *

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by JOSEPH TENERIELLO The Chairman, and by RONALD NICKEL, The Secretary, respectively, of ST. LUCIE WEST SERVICES DISTRICT, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or who have produced _____ _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of NOVEMBER, 2005.

[Notary Seal or Stamp]

VIRGINIA KALLIOINEN
MY COMMISSION # DD441497
EXPIRES: June 16, 2009
(407) 698-0163 Florida Notary Service.com

Virginia Kallioinen
Notary Public-State of Florida

Print Name: VIRGINIA KALLIOINEN

My Commission Expires: 6/16/09

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COPY

ARCADIS LNW

Lawson, Noble & Webb, Inc.

ENGINEERS · PLANNERS · SURVEYORS

590 NW Peacock Blvd, Suite 9, Port St. Lucie, FL 34986

(772) 878-1700 • fax: (772) 878-1802 • Web: www.lnw-inc.com

West Palm Beach · Port St. Lucie · Orlando · Vero Beach

EB 3432 / LB 6674

DESCRIPTION TO ACCOMPANY SKETCH

COPY

DESCRIPTION: OPEN SPACE TRACT 1B

BEING ALL OF OPEN SPACE TRACT 1B AS SHOWN ON THE PLAT OF TRADITION PLAT NO. 168 COMMERCIAL SITES – PHASE 9, RECORDED IN PLAT BOOK 42 PAGES 28 AND 28A, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 0.339 ACRES MORE OR LESS.

COPY

NOTE: THIS IS NOT A SKETCH OF SURVEY, but only a graphic depiction of the description shown hereon. There has been no field work, viewing of the subject property or monuments set in connection with the preparation of the information shown hereon.

NOTE: Lands shown hereon were not abstracted for right-of-way and/or easements of record.

GARY R. BURFORD, PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA REGISTRATION NO. 4981

11-2-05
DATE OF SIGNATURE

P:\600-699\B624\CAD\SURVEY\REPLAT\B624SK-01.dwg 2/3/2005 1:27:21 PM EST

SEE SHEET 2 OF 2 FOR SKETCH

JOB No. B216	DRAWN: DDB	CHECKED: GRB	DESIGN: ARCADIS	DATE: 2-3-05

COPY

ARCADIS LNW

Lawson, Noble & Webb, Inc.

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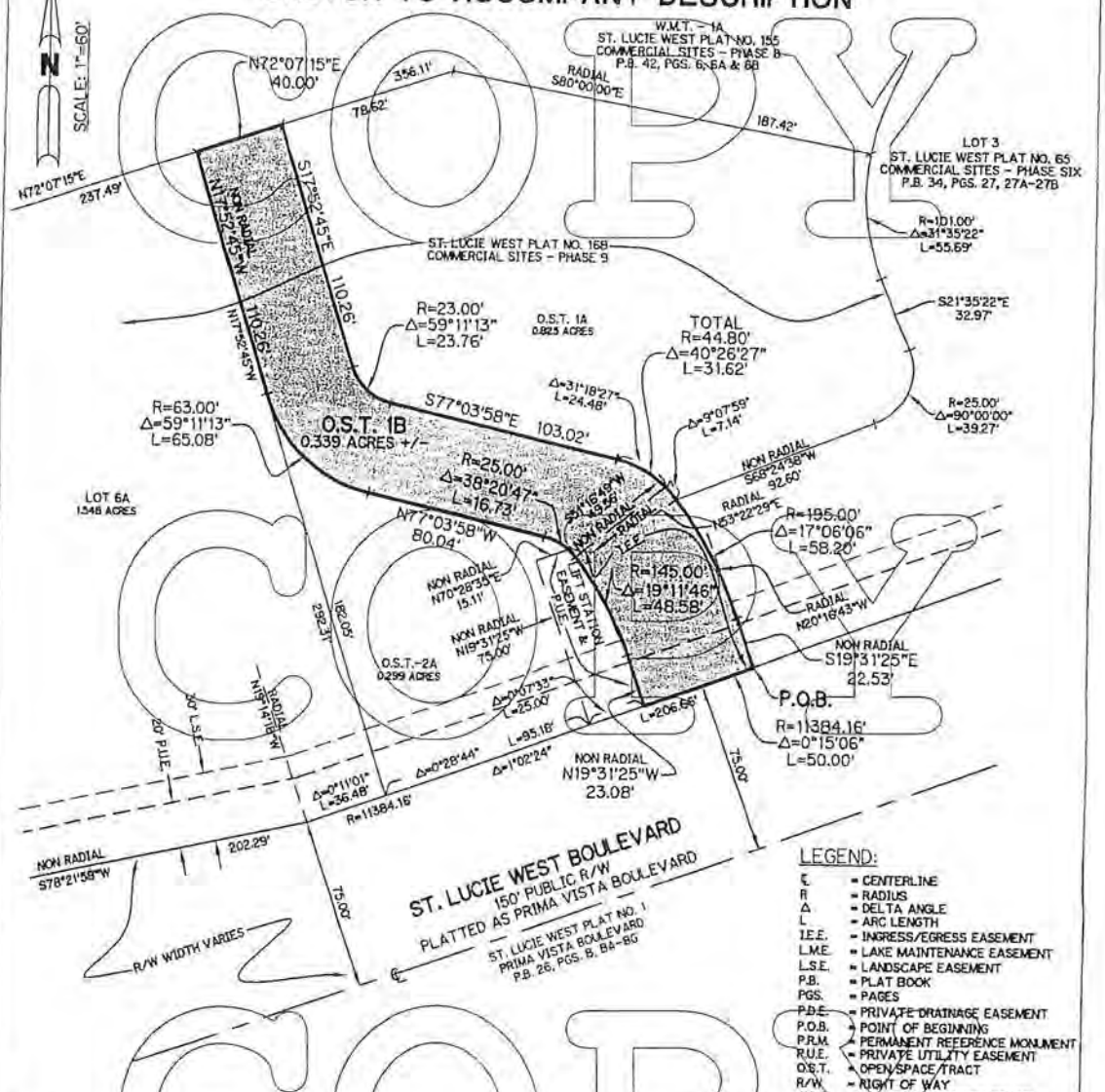
EB 3432 / LB 6874

SKETCH TO ACCOMPANY DESCRIPTION



SEE SHEET 1 OF 2 FOR DESCRIPTION

SHEET 2 OF 2

JOB No. B216	DRAWN: DDB	CHECKED: GRB	DESIGN: ARCADIS	DATE: 2-3-05

COPY COPY

ST. LUCIE WEST SERVICE DISTRICT
450 SW UTILITY DRIVE
PORT ST. LUCIE, FL 34986

AGENT CONSENT FORM

Project Name: SLWSD Commercial Parcel

Parcel ID: 3325-701-0001-000-6, 3325-701-0003-000-0 and 3325-701-0002-000-3

BEFORE ME THIS DAY PERSONALLY APPEARED DENNIS M. PICKLE, DISTRICT MANAGER FOR THE ST. LUCIE WEST SERVICES DISTRICT ("DISTRICT"), WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

> I hereby give CONSENT to Engineering Design & Construction, Inc., jointly with ARCADIS U.S., Inc., to act on behalf of the District, to submit or have submitted applications and all required material and documents, and to attend and represent the District at all meetings and public hearings pertaining to all City, County and State permits for completion of the project indicated above. Furthermore, I hereby give consent to the parties designated above, jointly, to agree to all terms and conditions which may arise as part of the approval of this application for the proposed use of a commercial development. To be effective, all submissions, agreements, and representations on behalf of the District shall be made jointly by both such parties.

Dated this 3rd day of May, 2016.

FURTHER AFFIANT SAYETH NOT.

By: _____
Dennis M. Pickle, District Manager
ST. LUCIE WEST SERVICES DISTRICT
450 S.W. Utility Drive
Port St. Lucie, Florida 34986
(772) 340-0220

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 3 day of MAY, 2016, by Dennis M. Pickle as District Manager for the St. Lucie West Services District, who executed the foregoing instrument for the purposes expressed therein. He is personally known to me or has produced _____ (type of identification) as identification.

Witness my hand and official seal in the County and State aforesaid.

(Notary's Seal)

LISA BEANS
MY COMMISSION # FF 960404
EXPIRES: February 14, 2020
Bonded Thru Notary Public Underwriters

Lisa Beans
Notary Public—State of Florida
Print Name: LISA BEANS
My commission Expires: FEBRUARY 14, 2020

This instrument Prepared by:
Daniel B. Harrell
Gonano & Harrell
1600 S. Federal Highway, Suite 200
Fort Pierce, Florida 34950

Return recorded document to:
Office of the City Attorney
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099

DEED OF CONSERVATION EASEMENT

THIS DEED OF CONSERVATION EASEMENT is given as of the 1st day of November, 2016, by the ST. LUCIE WEST SERVICES DISTRICT, a community development district established in accordance with Chapter 190, Florida Statutes ("**Grantor**" or "**District**"), whose mailing address is 450 S.W. Utility Drive, Port St. Lucie, Florida 34986, to the CITY OF PORT ST. LUCIE ("**Grantee**" or "**City**"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the Conservation Easement Property (as hereinafter defined), and the term "Grantee" shall include any successor or assignee of the Grantee.

WITNESSETH

A. The Grantor is the owner of certain lands situated in St. Lucie County, Florida, and more specifically described in Composite Exhibit "A" attached hereto and by this reference incorporated herein ("**Conservation Easement Property**").

B. By joinder in the application for approval of proposed St. Lucie West Plat No. 194, the Grantor has sought from the City authorization to re-plat certain lands ("**Project Site**") that are owned by the District and are subject to the land use regulatory jurisdiction of the City.

C. The City will consider approval of the requested re-plat of the Project Site ("**Re-plat Approval**") in the manner sought by the Grantor, subject to certain conditions.

D. The Re-plat Approval will require the Grantor to mitigate the loss of certain native upland habitat that will result from re-plat of the Project Site by designating and providing a conservation easement for the protection of preserve areas that shall be maintained in their natural state.

E. The Grantor, in consideration of Re-plat Approval for the Project Site, agrees to grant and secure to the Grantee a perpetual Conservation Easement over the Conservation Easement Property.

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Grantor hereby grants, creates, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement

Property, which easement shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. Recitals. The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. Purpose. The purpose of this Conservation Easement is to retain the Conservation Easement Property lands or water areas in their natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for plants or wildlife. Those upland areas included in the Conservation Easement Property that are to be enhanced or created pursuant to the Re-plat Approval shall be retained and maintained in the enhanced or created conditions required by the Re-plat Approval.

To carry out this purpose, the following rights are conveyed to the Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Property at reasonable times with any necessary equipment or vehicles to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Property by the Grantor at the time of such entry; and

b. To enjoin any activity on or use of the Conservation Easement Property that is inconsistent with this Conservation Easement and to enforce the restoration of such areas or features of the Conservation Easement Property that may be damaged by any inconsistent activity or use.

3. Prohibited Uses. Except for restoration, creation, enhancement, maintenance, and monitoring activities, or surface water management improvements, or other activities described herein that are permitted or required by the Re-plat Approval, the following activities are prohibited in or on the Conservation Easement Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a City approved maintenance plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, and fencing;

g. Acts or uses that are detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses that are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archeological, or cultural significance.

4. Passive Recreational Facilities. The Grantor reserves all rights as owner of the Conservation Easement Property, including the right to engage in uses of the Conservation Easement Property that are not prohibited herein and that are not inconsistent with any City ordinance or regulation, the Re-plat Approval, or the intent and purposes of this Conservation Easement. Passive recreational uses that are not contrary to the purpose of this Conservation Easement may be permitted upon written approval of the City.

5. No Dedication. No right of access by the general public to any portion of the Conservation Easement Property is conveyed by this Conservation Easement.

6. Grantee's Liability. The Grantee shall not be responsible for any cost or liability related to the operation, upkeep, or maintenance of the Conservation Easement Property.

7. Property Taxes. The Grantor is exempt from taxation in accordance with Section 196.199(1)(c), Florida Statutes, and Fla. Admin. Code Rule 12D-7.016.

8. Enforcement. Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of the Grantee, and any forbearance on behalf of the Grantee to exercise its rights hereunder in the event of any breach hereof by the Grantor shall not be deemed or construed to be a waiver of the Grantee's rights hereunder.

9. Assignment. The Grantee will hold this Conservation Easement exclusively for conservation purposes. The Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state law.

10. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. Terms, Conditions, Restrictions, Purpose. The Grantor shall insert the terms, conditions, restrictions, and purpose of this Conservation Easement in any subsequent deed or other legal instrument by which the Grantor divests itself of any interest in the Conservation Easement Property.

12. Written Notice. All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. Modifications. This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in St. Lucie County, Florida.

TO HAVE AND TO HOLD unto the Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon the Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Property.

Grantor hereby covenants and warrants that it owns the Conservation Easement Property and has the right to grant this Conservation Easement.

* * *

IN WITNESS WHEREOF, the St. Lucie West Services District, a community development district established in accordance with Chapter 190, Florida Statutes, has hereunto set its authorized hand this 1st day of November, 2016.

ST. LUCIE WEST SERVICES DISTRICT, a community development district established in accordance with Chapter 190, Florida Statutes

By: _____
Vincent J. D'Amico, Chairman
Board of Supervisors

ATTEST:

_____
WAYNE SMITH, Secretary

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 1st day of November, 2016, by Vincent J. D'Amico, as Chairman of the Board of Supervisors of the St. Lucie West Services District. He:

☒ is personally known to me, or
☐ has produced _____

as identification and ☐ did ☒ did not take an oath.

[Notary Seal]

MADELINE MALDONADO
MY COMMISSION # FF 045783
EXPIRES: December 15, 2017
Bonded Thru Notary Public Underwriters

_____
Notary Public-State of Florida
Print Name: Madeline Maldonado
My commission expires: December 15, 2017

* * *

COMPOSITE EXHIBIT "A"

CONSERVATION EASEMENT PROPERTY

Consisting of Parcels 1, 2, and 3, described as follows:

EXHIBIT "A"

PARCEL 1

LAND DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF TRACT O.S.T. NO. 1, ST. LUCIE WEST PLAT NO. 81, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 25 & 25A THROUGH 25F OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID TRACT O.S.T. NO. 1; THENCE ALONG THE NORTH LINE OF SAID TRACT, SOUTH 89°44'57" EAST, A DISTANCE OF 207.23 FEET; THENCE SOUTH 00°15'03" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE ALONG THE SOUTH LINE OF SAID 10.00 FOOT PRIVATE UTILITY EASEMENT, SOUTH 89°44'57" EAST, A DISTANCE OF 379.28 FEET TO A POINT ON THE NORTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 30.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 72°19'17" WEST; THENCE SOUTHWESTERLY, ALONG SAID NORTH LINE THROUGH THE FOLLOWING THREE (3) COURSES, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°19'40", A DISTANCE OF 14.83 FEET TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE NORTH, HAVING A RADIUS OF 190.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 68°34'38", A DISTANCE OF 227.41 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 670.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°25'16", A DISTANCE OF 168.64 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.339 ACRES, MORE OR LESS.

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR & MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 07-21-16

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

NOTE: LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RESTRICTIONS, RIGHTS-OF-WAY OR EASEMENTS OF RECORD.

Date\Time : Thu, 27 Oct 2016 - 1:48pm Path\Name : G:\AProjects\LNR_WF\WF003600\CAD\SKETCH AND DESCRIPTIONS\WF003600-SD11.dwg

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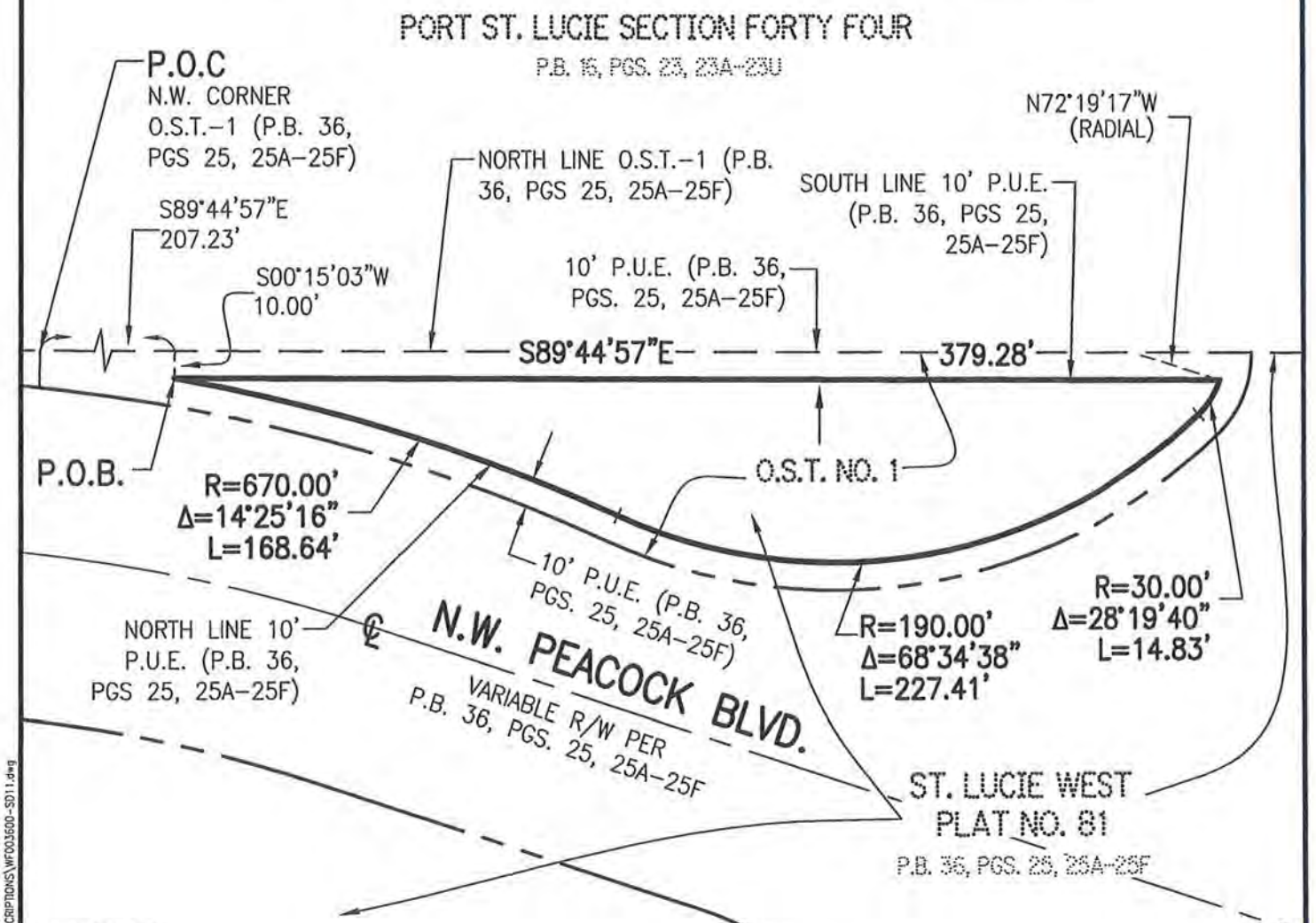
PROJECT MANAGER WFD	DEPARTMENT MANAGER WFD	SCALE:	CHECKED BY WFD
SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD11
SHEET 1 OF 2			

EXHIBIT "A"

PARCEL 1

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!



LEGEND:

- Δ – CENTRAL ANGLE
- ℄ – CENTERLINE
- F.P.L. – FLORIDA POWER & LIGHT
- L – ARC LENGTH
- O.R.B. – OFFICIAL RECORDS BOOK
- P.B. – PLAT BOOK
- PGS. – PAGES
- P.O.B. – POINT OF BEGINNING
- P.U.E. – PUBLIC UTILITY EASEMENT
- R – RIGHT-OF-WAY
- R/W – RIGHT-OF-WAY
- U.E. – UTILITY EASEMENT

N

SCALE: 1"=50'

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WFD	WFD	1" = 60'	WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD11

SHEET 2 OF 2

EXHIBIT "A"

PARCEL 2

LAND DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF WATER MANAGEMENT TRACT W.M.T. 6B-2, ST. LUCIE WEST PLAT NO. 81, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 25 & 25A THROUGH 25F OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN SECTION 24, TOWNSHIP 36 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID WATER MANAGEMENT TRACT W.M.T. 6B-2; THENCE ALONG THE NORTH LINE OF SAID TRACT, NORTH 89°44'57" WEST, A DISTANCE OF 846.68 FEET; THENCE SOUTH 00°15'04" WEST, A DISTANCE OF 10.00 FEET TO A POINT ON THE SOUTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE SOUTHERLY ALONG SAID LINE, A DISTANCE OF 17.64 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 00°14'33" EAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 102°45'58", A DISTANCE OF 35.87 FEET; THENCE SOUTH 13°00'31" EAST, A DISTANCE OF 92.62 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 15.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 133°40'23", A DISTANCE OF 35.00 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 1,226.28 FEET; THENCE NORTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 02°37'22", A DISTANCE OF 56.14 FEET; TO A POINT OF COMPOUND CURVATURE OF A CURVE TO THE SOUTH, HAVING A RADIUS OF 50.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°56'16", A DISTANCE OF 26.13 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTH, HAVING A RADIUS OF 30.00 FEET; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°06'21", A DISTANCE OF 14.72 FEET TO A POINT ON THE NORTH LINE OF A 10.00 FOOT PRIVATE UTILITY EASEMENT AS SHOWN ON SAID PLAT AND TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 1,216.28 FEET; THENCE WESTERLY, ALONG THE NORTH LINE OF SAID 10.00 FOOT PRIVATE UTILITY EASEMENT AND ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°36'24", A DISTANCE OF 394.98 FEET TO A POINT ON THE SOUTH LINE OF SAID 10.00 FOOT PRIVATE UTILITY EASEMENT; THENCE ALONG SAID SOUTH LINE, SOUTH 89°44'57" EAST, A DISTANCE OF 485.48 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.691 ACRES, MORE OR LESS.

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR & MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 07-20-16

NOTE: THIS IS NOT A SKETCH OF SURVEY, BUT ONLY A GRAPHIC DEPICTION OF THE DESCRIPTION SHOWN HEREON. THERE HAS BEEN NO FIELD WORK, VIEWING OF THE SUBJECT PROPERTY, OR MONUMENTS SET IN CONNECTION WITH THE PREPARATION OF THE INFORMATION SHOWN HEREON.

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PROJECT MANAGER WFD	DEPARTMENT MANAGER WFD	SCALE:	CHECKED BY WFD
SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-20-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD10
SHEET 1 OF 3			

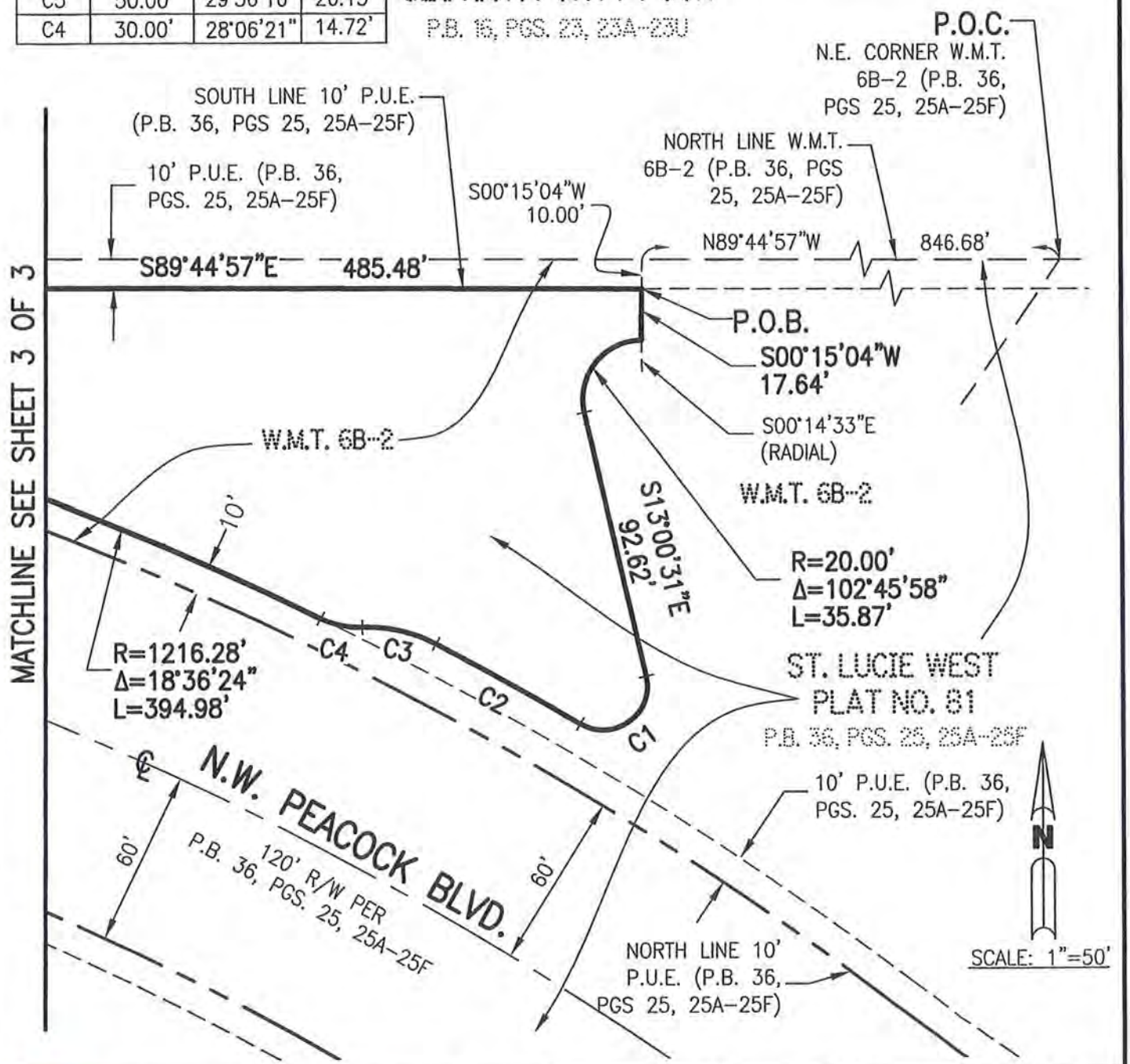
EXHIBIT "A"

PARCEL 2

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	15.00'	133°40'23"	35.00'
C2	1226.28'	02°37'22"	56.14'
C3	50.00'	29°56'16"	26.13'
C4	30.00'	28°06'21"	14.72'

NOTE:
FOR LEGEND SEE SHEET 3 OF 3.



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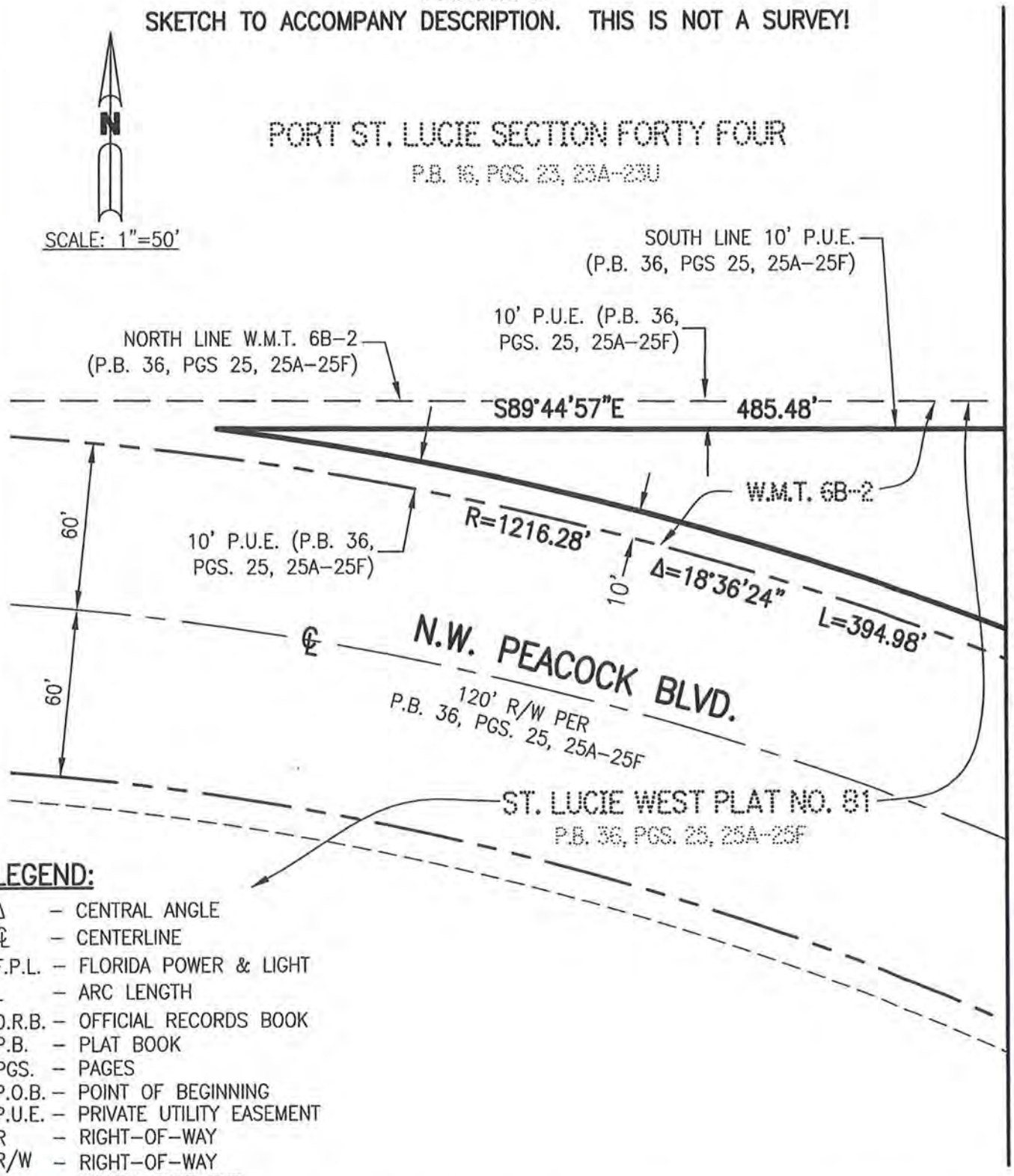
WFD	WFD	1" = 50'	WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-20-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD10

SHEET 2 OF 3

EXHIBIT "A"

PARCEL 2

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!



LEGEND:

- Δ – CENTRAL ANGLE
- ℄ – CENTERLINE
- F.P.L. – FLORIDA POWER & LIGHT
- L – ARC LENGTH
- O.R.B. – OFFICIAL RECORDS BOOK
- P.B. – PLAT BOOK
- PGS. – PAGES
- P.O.B. – POINT OF BEGINNING
- P.U.E. – PRIVATE UTILITY EASEMENT
- R – RIGHT-OF-WAY
- R/W – RIGHT-OF-WAY
- U.E. – UTILITY EASEMENT

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PROJECT MANAGER	DEPARTMENT MANAGER	SCALE:	CHECKED BY
WFD	WFD	1" = 50'	WFD
SHEET TITLE: SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-20-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD10

SHEET 3 OF 3

EXHIBIT "A"

PARCEL 3

LAND DESCRIPTION: CONSERVATION EASEMENT

A PORTION OF PARCEL 6, LOWES OF ST. LUCIE WEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 55, PAGES 36 THROUGH 38 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, LYING WITHIN SECTION 19, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID PARCEL 6; THENCE ALONG THE NORTH LINE OF SAID PARCEL 6, SOUTH 72°10'39" EAST, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING OF HEREIN DESCRIBED PARCEL OF LAND AND TO A POINT ON THE EAST LINE OF A 20.00 FOOT PRIVATE UTILITY EASEMENT AS SHOWN ON SAID PLAT; THENCE CONTINUE EASTERLY ALONG THE NORTH LINE OF SAID PARCEL 6, SOUTH 72°10'39" EAST, A DISTANCE OF 100.00 FEET TO A POINT ON THE EAST LINE OF SAID PARCEL 6 THENCE ALONG THE EAST LINE OF SAID PARCEL 6, SOUTH 00°01'34" WEST, A DISTANCE OF 47.25 FEET; THENCE SOUTH 38°08'31" WEST, A DISTANCE OF 102.06 FEET TO A POINT ON THE SOUTH LINE OF SAID PARCEL 6 AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 55.00 FEET, THE RADIUS POINT OF SAID CURVE BEARS SOUTH 08°19'55" EAST; THENCE WESTERLY ALONG SAID SOUTH LINE THROUGH THE FOLLOWING THREE (3) COURSES AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 20°15'20", A DISTANCE OF 19.44 FEET TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 420.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11°41'09", A DISTANCE OF 85.66 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 55.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 43°53'20", A DISTANCE OF 42.13 FEET TO A POINT ON THE EAST LINE OF SAID 20.00 FOOT PRIVATE UTILITY EASEMENT AND TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 1,226.28 FEET, THE RADIUS POINT OF SAID CURVE BEARS NORTH 60°47'27" WEST; THENCE NORTHEASTERLY ALONG SAID EAST LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°23'12", A DISTANCE OF 243.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.417 ACRES, MORE OR LESS.

CERTIFICATION:

THIS SKETCH AND DESCRIPTION ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

WILBUR F. DIVINE
PROFESSIONAL LAND SURVEYOR & MAPPER
LICENSE NO. 4190, STATE OF FLORIDA

DATE: 07-21-16

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SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD09
SHEET 1 OF 3			

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EXHIBIT "A"

PARCEL 3

LEGEND:

Δ – CENTRAL ANGLE
℄ – CENTERLINE
F.P.L. – FLORIDA POWER & LIGHT
L – ARC LENGTH
O.R.B. – OFFICIAL RECORDS BOOK
P.B. – PLAT BOOK
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P.O.B. – POINT OF BEGINNING
P.U.E. – PRIVATE UTILITY EASEMENT
R – RIGHT-OF-WAY
R/W – RIGHT-OF-WAY
RGE – RANGE
SEC. – SECTION
TWP. – TOWNSHIP
U.E. – UTILITY EASEMENT

Date\Time : Thu, 27 Oct 2016 - 1:47pm Path\Name : G:\AProjects\LMR_WF\WF003600\CAD\SKETCH AND DESCRIPTIONS\WF003600-SD09.dwg

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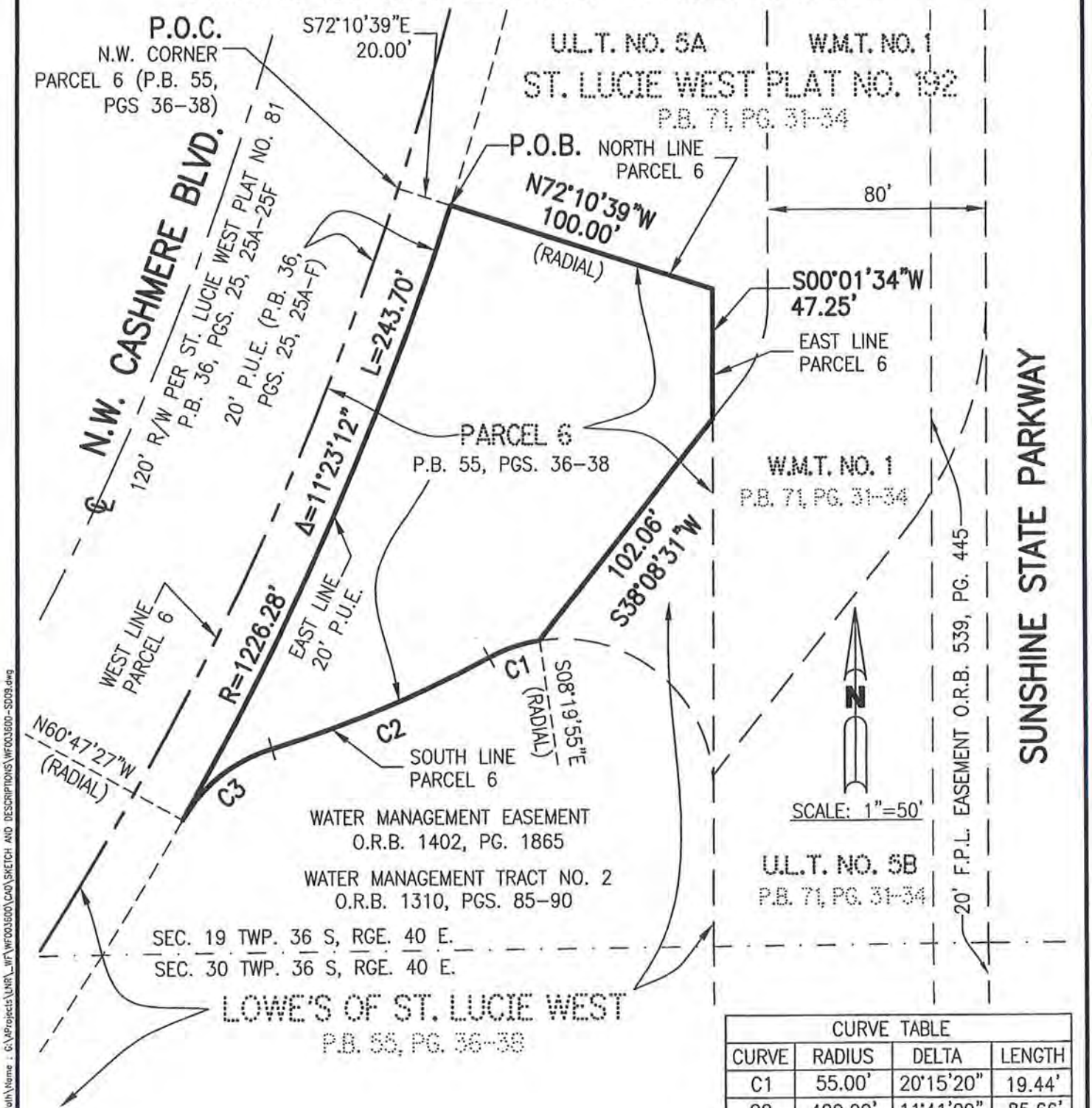
PROJECT MANAGER WFD	DEPARTMENT MANAGER WFD	SCALE:	CHECKED BY WFD
SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD09
SHEET 2 OF 3			

EXHIBIT "A"

PARCEL 3

SKETCH TO ACCOMPANY DESCRIPTION. THIS IS NOT A SURVEY!



CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	55.00'	20°15'20"	19.44'
C2	420.00'	11°41'09"	85.66'
C3	55.00'	43°53'20"	42.13'

Date\Time : Thu, 27 Oct 2016 – 1:47pm Path\Name : G:\AProjects\LNR_WF\WF003600\CAD\SKETCH AND DESCRIPTIONS\WF003600-SD09.dwg

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SHEET TITLE SKETCH OF DESCRIPTION CONSERVATION EASEMENT		DATE: 07-21-16	DRAWN BY JAF
		PROJECT NUMBER WF003600	DRAWING NUMBER WF003600-SD09
SHEET 3 OF 3			

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11E
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney ORO

Signed in attorney's absence to avoid delay

Agenda Item: Resolution: Designation of the City Officials Authorized to Withdraw Funds from the Depository Accounts

Submittal Date: 11/18/2016 16-R91

STRATEGIC PLAN LINK: Goal 1: Financially Sound City, High Performance City Organization

BACKGROUND: Updating the Resolution designating the City Officials authorized to withdraw funds from the Depository accounts.

ANALYSIS: Replace the 2016 Resolution, 16-R75, by changing the City Officials names and titles.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney

STAFF RECOMMENDATION: Requesting approval of update.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Updated Resolution

RECEIVED
NOV 21 2016
CITY MANAGER'S OFFICE

COUNCIL ITEM 11E
DATE 11/28/16

RESOLUTION 16-R91

A RESOLUTION DESIGNATING THE CITY OFFICIALS AUTHORIZED TO WITHDRAW FUNDS FROM THE DEPOSITORY ACCOUNTS; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

Section 1. That the City of Port St. Lucie, Florida, has designated depositories for municipal funds of the City.

Section 2. That the funds of the City of Port St. Lucie, Florida, deposited in the designated depositories be subject to withdrawal upon checks, notes, drafts, bills of exchange, acceptances, and undertakings of other orders of payment of money only when signed on behalf of the City of Port St. Lucie by any two of its following officers, to wit:

Gregory J. Oravec, Mayor _____

Russ Blackburn, City Manager _____

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

Section 3. That the foregoing powers and authority will terminate upon written notice of revocation delivered to the designated depositories.

Section 4. That this resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 28th day of November, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

ATTEST:

By: _____
Gregory J. Oravec, Mayor

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

_____
O. Reginald Osenton, City Attorney

EXHIBIT A

FORM OF OFFICIAL NOTICE OF SALE

EXHIBIT A

$_____*

CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016

OFFICIAL NOTICE OF SALE

The City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 (the "2016 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that electronic bids will be received by the City of Port St. Lucie, Florida (the "City") for the purchase of the 2016 Bonds via the Parity Electronic Bid Submission System ("Parity") in the manner described herein. Bids for the 2016 Bonds will be received until _____ [a.m./p.m.] Eastern Time, on December 13, 2016 or on such other date and/or time as may be established by the City Manager no less than ten (10) days after the date of publication of the Summary Notice of Sale and communicated through Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders should contact Parity at (212) 849-5021. The use of Parity shall be at the bidder's risk and expense and the City shall have no liability with respect thereto.

November 30, 2016

*Preliminary, subject to adjustment as provided herein

OFFICIAL NOTICE OF SALE

$_____*
CITY OF PORT ST. LUCIE, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016

The City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 (the "2016 Bonds") are being offered for sale in accordance with this Official Notice of Sale. Notice is hereby given that bids will be received by the City of Port St. Lucie, Florida (the "City") for the purchase of the 2016 Bonds via the Parity Electronic Bid Submission System ("Parity") in the manner described below. Bids for the 2016 Bonds will be received until _____ [a.m./p.m.] Eastern Time, on December 13, 2016 or on such other date and/or time as may be established by the City Manager no less than ten (10) days after the date of publication of the Summary Notice of Sale and communicated through Thomson Municipal Market Monitor not less than twenty (20) hours prior to the time bids are to be received. To the extent any instructions or directions set forth on Parity conflict with this Official Notice of Sale, the terms of this Official Notice of Sale shall control. For further information about Parity, and to subscribe in advance of the bid, potential bidders may contact Parity at (212) 849-5021. The use of Parity shall be at the bidder's risk and expense and the City shall have no liability with respect thereto. Only bids submitted through Parity will be considered. No telephone, telefax, telegraph, mail, courier delivery or personal delivery bids will be accepted.

BOND DETAILS

The description of the 2016 Bonds, the purpose thereof and the security therefore, as set forth in this Official Notice of Sale, are subject in their entirety to the disclosure made in the Preliminary Official Statement relating to the 2016 Bonds. See "DISCLOSURE INFORMATION" herein.

The 2016 Bonds will be issued initially as single fully registered bonds, and when executed and delivered, will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the 2016 Bonds. Individual purchases of the 2016 Bonds may be made only in book-entry form only through DTC participants, as described in the Preliminary Official Statement, in denominations of $5,000 or integral multiples thereof. Purchasers of 2016 Bonds (the "Beneficial Owners") will not receive physical delivery of bond certificates. As long as Cede & Co. is the registered owner of the 2016 Bonds, as nominee for DTC, payments of principal and interest with respect to the 2016 Bonds will be made directly to such registered owner who will in turn remit

*Preliminary, subject to adjustment as provided herein

such principal and interest payments to DTC participants for subsequent disbursement to the Beneficial Owners.

The 2016 Bonds will be dated their date of delivery (expected to be December 22, 2016) or such other date as may be communicated through Thomson Municipal Market Monitor not less than 20 hours prior to the time bids are to be received, and shall bear interest from such date and shall be payable semiannually commencing on July 1, 2017, and on each January 1 and July 1 thereafter until maturity at the rate or rates specified in such proposals as may be accepted. The proposed schedule of maturities and amounts are as follows:

PROPOSED MATURITY SCHEDULE
FOR
THE 2016 BONDS

Maturity (July 1)	Principal Amount* $	Maturity (July 1)	Principal Amount* $

*Preliminary; subject to adjustment as provided herein
**Subject to Term Bond Option as described herein

(NOTE: The City reserves the right to modify the maturity schedule shown above prior to the time bids are received. Any such modification will be communicated through the Thomson Municipal Market Monitor (See "ADJUSTMENT OF PRINCIPAL AMOUNTS" below.))

ADJUSTMENT OF PRINCIPAL AMOUNTS

The schedule of maturities set forth above (the "Initial Maturity Schedules") represents an estimate of the principal amount and maturities of the 2016 Bonds that will

be sold. The City reserves the right to change the Initial Maturity Schedules by announcing any such change not later than 3:00 p.m., Eastern Time, on the date immediately preceding the date set for receipt of bids, through Thomson Municipal Market Monitor. If no such change is announced, the Initial Maturity Schedule will be deemed the schedule of maturities for the Official Bid Form.

Furthermore, if after final computation of the bids, the City determines in its sole discretion that the funds necessary to accomplish the purpose of the 2016 Bonds is more or less than the proceeds of the sale of all of the 2016 Bonds, the City reserves the right to increase or decrease the aggregate principal amount, by no more than 15% of the aggregate principal amount for the 2016 Bonds stated on the cover of the Preliminary Official Statement and reserves the right to increase or decrease the principal amount by no more than 15% within a given maturity of the 2016 Bonds (to be rounded to the nearest $5,000), or by such other amount as approved by the winning bidder.

In the event of any such adjustment, no rebidding or recalculation of the bids submitted will be required or permitted; and the 2016 Bonds of each maturity, as adjusted, will bear interest at the same rate and must have the same initial reoffering yield as specified immediately after award of the 2016 Bonds of that maturity. However, the award will be made to the bidder whose bid produces the lowest true interest cost rate, calculated as specified herein, solely on the basis of the 2016 Bonds offered, without taking into account any adjustment in the amount of 2016 Bonds pursuant to this paragraph.

PAYING AGENT AND REGISTRAR

The Paying Agent and Registrar for the 2016 Bonds will be U.S. Bank National Association.

REDEMPTION PROVISIONS

The 2016 Bonds maturing on or before July 1, 2025 are not subject to redemption prior to their respective dates of maturity.

The 2016 Bonds maturing after July 1, 2025, are subject to redemption prior to their respective stated dates of maturity at the option of the City, in whole, or in part, from such maturities selected by the City (and by lot within a maturity if less than a full maturity), on July 1, 2025, or any date thereafter, at a redemption price equal to 100% of the principal amount of the 2016 Bonds so redeemed plus accrued interest to the date fixed for redemption.

TERM BOND OPTION

Any bidder may, at its option, specify that certain maturities of the 2016 Bonds maturing on or after July 1, 2030 will consist of term bonds which are subject to

mandatory sinking fund redemption in consecutive years immediately preceding the maturity thereof (each a "Term Bond") as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of the 2016 Bonds will be a Term Bond, such Term Bond will be subject to mandatory sinking fund redemption on July 1, in each applicable year, in the principal amount for such year as set forth hereinbefore under the heading "BOND DETAILS," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium, subject to adjustment as described under "ADJUSTMENT OF PRINCIPAL AMOUNTS."

AUTHORITY AND PURPOSE

The 2016 Bonds are being issued pursuant to Resolution No. 16-R86 duly adopted by the City Council of the City (the "City Council") on November 28, 2016 (the "Bond Resolution") and the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, Sections 132.33-132.47, Florida Statutes, the Charter of the City, Ordinance No. 05-71 enacted by the City Council on April 25, 2005, as amended and supplemented from time to time, Resolution No. 05-R21 adopted by the City Council on April 4, 2005, Ordinance No. 16-81 enacted by the City Council on November 28, 2016, and other applicable provisions of law (collectively, the "Act").

The proceeds of the 2016 Bonds are being used to (i) refund all of the City's outstanding General Obligation Bonds, Series 2005 and General Obligation Bonds, Series 2006 (collectively, the "Refunded Bonds"), and (ii) pay certain costs of issuance of the 2016 Bonds.

SECURITY

The 2016 Bonds and the interest thereon are secured by and payable from a pledge of and lien on (i) proceeds of the Ad Valorem Taxes (as defined in the Bond Resolution) levied by the City without limit on all taxable property within the City, and (ii) the moneys on deposit in the Sinking Fund established in the Bond Resolution, including any investment earnings thereon. The foregoing is referred to herein and in the Bond Resolution as the "Pledged Revenues."

The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal of and interest on the 2016 Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. Provision shall be included and made in the City's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due. Whenever the City shall, in any fiscal year, have irrevocably deposited in the Sinking Fund any moneys derived from sources other than the aforementioned Ad Valorem Taxes, said Ad Valorem Taxes may be correspondingly diminished; but

any such diminution must leave available an amount of such Ad Valorem Taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of principal, interest and other related charges falling due prior to the time that the proceeds of the next annual Ad Valorem Taxes levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law.

NO RESERVE ACCOUNT; RATING

The 2016 Bonds shall not be secured in any manner by the Reserve Account established under the Bond Resolution.

[Standard & Poor's has assigned an underlying rating of "___ (_____ outlook)" to the 2016 Bonds.]

TERMS OF BID AND BASIS OF AWARD

THE CITY WILL AWARD THE 2016 BONDS TO THE BIDDER WHOSE BID PRODUCES THE LOWEST TRUE INTEREST COST, AS DESCRIBED BELOW. THE CITY HAS THE RIGHT TO AWARD ALL OR NONE OF THE 2016 BONDS.

Proposals must be unconditional and for the purchase of all of the 2016 Bonds. The reoffering price for the 2016 Bonds may not be less than 99% of the principal amount of the 2016 Bonds for any single maturity thereof. The aggregate purchase price, inclusive of original issue discount ("OID"), original issue premium ("OIP"), and underwriter's discount, may not be equal to or less than 99% of the principal amount of the 2016 Bonds. The true interest cost for the 2016 Bonds may not exceed 5.00%. No more than one proposal from any bidder will be considered.

The 2016 Bonds shall bear interest expressed in multiples of one-eighth (1/8) or one-twentieth (1/20) of one (1) per centum. The use of split or supplemental interest coupons will not be considered and a zero rate or blank rate will not be permitted. All 2016 Bonds maturing on the same date shall bear the same rate of interest.

The 2016 Bonds will be awarded to the bidder offering to purchase the 2016 Bonds at the lowest annual interest cost computed on a true interest cost basis (the "TIC"). The annual TIC will be determined by doubling the semi-annual interest rate necessary to discount the semi-annual debt service payments on the 2016 Bonds back to the Net Bond Proceeds (defined as the par amount of the 2016 Bonds, plus any OIP and less any OID, and underwriter's discount) calculated on a 30/360 day count basis to the date of issuance of the 2016 Bonds, which for purposes of this calculation is assumed to be December __, 2016. The TIC must be calculated to four (4) decimal places.

EACH PROPOSAL MUST BE SUBMITTED THROUGH PARITY. EACH BIDDER MUST SPECIFY IN ITS BID THE INTEREST RATE AND PRICE OR YIELD FOR THE 2016 BONDS OF EACH MATURITY. NO BIDS FOR LESS THAN ALL OF THE 2016 BONDS OFFERED WILL BE CONSIDERED. THE CITY RESERVES THE RIGHT TO REJECT ALL BIDS OR ANY BID NOT CONFORMING TO THIS OFFICIAL NOTICE OF SALE. THE CITY ALSO RESERVES THE RIGHT TO WAIVE, IF PERMITTED BY LAW, ANY IRREGULARITY OR INFORMALITY IN ANY PROPOSAL. THE CITY SHALL NOT REJECT ANY CONFORMING BID, UNLESS ALL CONFORMING BIDS ARE REJECTED.

GOOD FAITH DEPOSIT

If the City selects a winning bid, then the successful bidder must submit a "Good Faith Deposit" (the "Deposit") to the City in the form of a wire transfer in the amount of $_____ for the 2016 Bonds not later than 2:00 p.m., Eastern Time on the business day following the award. The Deposit of the successful bidder will be collected and the proceeds thereof retained by the City to be applied as partial payment for the 2016 Bonds and no interest will be allowed or paid upon the amount thereof, but in the event the successful bidder shall fail to comply with the terms of the bid, the proceeds thereof will be retained as and for full liquidated damages.

STANDARD FILINGS, CHARGES AND CLOSING DOCUMENTS

The winning bidder will be required to make the standard filings and maintain the appropriate records routinely required pursuant to MSRB Rules G-8, G-11 and G-36. The winning bidder will be required to pay the standard MSRB charge for the 2016 Bonds purchased. The winning bidder will also be required to execute certain closing documents required by Florida law or required by bond counsel in connection with the delivery of its tax opinion. See "DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER" herein.

CUSIP NUMBERS

It is anticipated that CUSIP identification numbers will be printed on the 2016 Bonds, but neither the failure to print such number on any 2016 Bonds nor any error with respect thereto shall constitute cause for failure or refusal by the successful bidder to accept delivery of and pay for the 2016 Bonds in accordance with their agreement to purchase the 2016 Bonds. All expenses in relation to the printing of CUSIP numbers on the 2016 Bonds shall be paid for by the City; provided, however, that it shall be the responsibility of the successful bidder(s) to timely obtain and pay for the assignment of such CUSIP numbers.

BLUE SKY

The City has not undertaken to register the 2016 Bonds under the securities laws of any state, nor investigated the eligibility of any institution or person to purchase or participate in the underwriting of the 2016 Bonds under any applicable legal investment, insurance, banking or other laws. By submitting a bid for the 2016 Bonds, the successful bidder represents that the sale of the 2016 Bonds in states other than Florida will be made only under exemptions from registration or, wherever necessary, the successful bidder will register the 2016 Bonds in accordance with the securities laws of the state in which the 2016 Bonds are offered or sold. The City agrees to cooperate with the successful bidder, at the bidder's written request and expense, in registering the 2016 Bonds or obtaining an exemption from registration in any state where such action is necessary; provided, however, that the City shall not be required to consent to suit or to service of process in any jurisdiction.

DELIVERY OF THE 2016 BONDS

The City will pay the cost of preparing the 2016 Bonds. The successful bidder is responsible for DTC eligibility and related DTC costs. Delivery of and payment for the 2016 Bonds will be made on a date specified by the City via DTC Fast. Delivery of and payment for the 2016 Bonds will be made on or about December 22, 2016 through the facilities of DTC in New York, New York, or such other time and place mutually acceptable to the successful bidder and the City. Payment of the full purchase price, less the Deposit, shall be made to the City at the closing, in Federal Reserve Funds of the United States of America, without cost to the City.

The legal opinion of Nabors, Giblin & Nickerson, P.A. ("Bond Counsel") will be furnished without charge to the successful bidder at the time of delivery of the 2016 Bonds. For a further discussion of the content of that opinion and the proposed form of the approving opinion, see the Preliminary Official Statement for the 2016 Bonds.

There will also be furnished at the time of delivery of the 2016 Bonds, a certificate or certificates of the City (which may be included in a consolidated closing certificate) (1) relating to the accuracy and completeness of the Official Statement, (2) to the effect that the Preliminary Official Statement has been deemed by the City to be a "final official statement" for purposes of SEC Rule 15c2-12(b)(3) and (3) stating to the effect that there is no litigation of any nature pending or, to the knowledge of the City, threatened, at the time of delivery of the 2016 Bonds, (a) to restrain or enjoin the issuance of the 2016 Bonds or (b) affecting or contesting the validity of the 2016 Bonds.

DISCLOSURE; AMENDMENTS TO NOTICE OF SALE; NOTIFICATION OBLIGATIONS OF PURCHASER

This Official Notice of Sale is not intended as a disclosure document and bidders are required to obtain and carefully review the entire Preliminary Official Statement (including all appendices thereto) before submitting a bid.

This Official Notice of Sale may be amended from time to time after its initial publication by publication of amendments thereto not less than 20 hours prior to the bid date and time via Thomson Municipal Market Monitor. Each bidder will be charged with the responsibility of obtaining any such amendments and complying with the terms thereof.

Prior to delivery of the 2016 Bonds to the successful bidder, the successful bidder shall file with the City a statement as described in Section 218.38(1)(c), Florida Statutes, containing, among other required items, the underwriting spread, and the amount of any fee, bonus or gratuity paid in connection with the 2016 Bonds to any person not regularly employed by the successful bidder. This statement shall be filed with the City even if no such management fee or underwriting spread has been charged by the successful bidder or no such fee, bonus or gratuity has been paid by the successful bidder, and such filing shall be a condition precedent to the delivery of the 2016 Bonds by the City to the successful bidder.

The successful bidder, by submitting its bid, agrees to furnish to the City and Bond Counsel, a certificate verifying information as to the bona fide initial offering prices of the 2016 Bonds to the public and sales of the 2016 Bonds appropriate for determination of the issue price of, and the yield on, the 2016 Bonds under the Internal Revenue Code of 1986, as amended, and such other documentation as and at the time requested by Bond Counsel.

The successful bidder shall also verify its winning bid in writing to the City by executing a printed copy of its winning bid as reported on Parity.

Each bidder is required to provide a Truth in Bonding Statement pursuant to Section 218.385, Florida Statutes, and to disclose the payment of any "finder's fee" pursuant to Section 218.386, Florida Statutes, prior to the award of the 2016 Bonds, as set forth in Exhibit A.

OFFICIAL STATEMENT

The City shall furnish at its expense within seven (7) business days after the 2016 Bonds have been awarded to the successful bidder, or at least three (3) business days before closing, whichever is earlier, a sufficient number of copies of the final Official Statement, which, in the judgment of the financial advisor to the City will permit the

successful bidder to comply with applicable SEC and MSRB rules. The successful bidder may arrange for additional copies of the final Official Statement at its expense.

CONTINUING DISCLOSURE

The City has covenanted for the benefit of bondholders to provide certain financial information and operating data relating to the System and the 2016 Bonds in each year (the "Annual Report"), and to provide notices of the occurrence of certain enumerated material events. Such covenant shall only apply so long as the 2016 Bonds remain outstanding under the Bond Resolution. The covenant shall also cease upon the termination of the continuing disclosure requirements of Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule") by legislative, judicial or administrative action. The Annual Report will be filed by the City as required with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("EMMA").

DISCLOSURE INFORMATION

Copies of the Preliminary Official Statement, as supplemented and amended by this Official Notice of Sale, "deemed final" (except for permitted omissions) by the City in accordance with the Rule can be obtained from the financial advisor to the City, FirstSouthwest, a Division of Hilltop Securities Inc., 450 S. Orange Ave., Suite 460, Orlando, FL 32801 (407) 426-9611 before a bid is submitted. The City's Preliminary Official Statement and Official Notice of Sale are also available for viewing in electronic format at www.munios.com.

CITY OF PORT ST. LUCIE, FLORIDA

By:*/s/ Russell D. Blackburn*
City Manager

EXHIBIT A

TRUTH-IN-BONDING STATEMENT AND DISCLOSURE

In compliance with Section 218.385, Florida Statutes, as amended, the undersigned bidder submits the following Truth-In-Bonding Statement with respect to the 2016 Bonds (NOTE: For information purposes only and not a part of the bid):

The City is proposing to issue $_____ of general obligation bonds for the principal purpose of refunding, on a current basis, all of the outstanding City of Port St. Lucie, Florida General Obligation Bonds, Series 2005, and City of Port St. Lucie, Florida General Obligation Bonds, Series 2006. This debt or obligation is expected to be repaid over a period of approximately __ years. At a true interest cost of _____%, total interest paid over the life of the debt or obligation will be $_____.

The principal source of repayment or security for these revenue bonds is the proceeds of the ad valorem taxes levied by the City without limit on all taxable property within the City as described in the Preliminary Official Statement and the Official Notice of Sale relating to such revenue bonds. Authorizing this debt or obligation will result in approximately _____ of such ad valorem tax proceeds (average annual debt service) not being available for other services or purposes of the City each year for __ years.

In compliance with Section 218.386, Florida Statutes, the undersigned, on behalf of itself and all other members of the underwriting group, if any, hereby certifies that neither it nor any member of the underwriting group have paid any "finder's fees" as defined in Section 218.386, Florida Statutes, any bonus, fee or gratuity in connection with the sale of the 2016 Bonds, except as provided below:

Bidder's Name: _____

By: _____

Title: _____

Date: _____

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER ____, 2016

NEW ISSUE | RATING: See "RATING" herein

FULL BOOK-ENTRY

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 general discussion of Bond Counsel's opinion and other tax considerations.

$_____*

CITY OF PORT ST. LUCIE, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016

Dated: Date of Delivery | Due: July 1, as shown on inside cover page

The City of Port St. Lucie, Florida (the "City") is issuing its $_____* City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds"). The Series 2016 Bonds will be issued only as fully registered bonds in the denomination of $5,000 or any integral multiple thereof and will be initially registered only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2016 Bonds. The Series 2016 Bonds will be available to purchasers only under the book-entry system maintained by DTC through brokers and dealers who are, or act through, DTC Participants. Purchasers will not receive delivery of the Series 2016 Bonds. So long as any purchaser is the Beneficial Owner (as defined herein) of a Series 2016 Bond, such purchaser must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of principal of and interest on such Series 2016 Bond. See "DESCRIPTION OF THE BONDS - Book-Entry Only System" herein. Interest on the Series 2016 Bonds will be payable semiannually on January 1 and July 1 of each year, commencing January 1, 2017. U.S. Bank National Association, Orlando, Florida will serve as initial Paying Agent and Registrar.

The Series 2016 Bonds may be subject to optional redemption prior to their maturity dates. See "DESCRIPTION OF THE BONDS — Redemption" herein. The successful bidder for the Series 2016 Bonds may designate certain maturities of the Series 2016 Bonds as Term Bonds in accordance with the provisions of the Official Notice of Sale.

The Series 2016 Bonds are being issued under the authority of, and in full compliance with, the Constitution and the laws of the State of Florida (the "State"), including Chapter 166, Florida Statutes, as amended, Sections 132.33-132.47, Florida Statutes, as amended, the charter of the City, Ordinance No. 05-71 enacted by the City Council of the City (the "City Council") on April 25, 2005, as amended and supplemented from time to time (the "Original Ordinance"), Resolution No. 05-R21 adopted by the City Council on April 4, 2005 (the "Referendum Resolution"), Ordinance No. 16-81, enacted by the City Council on November 28, 2016, and other applicable provisions of law, and pursuant to Resolution No.16-R86 adopted by the City Council on November 28, 2016 (the "Bond Resolution"). Proceeds from

the Series 2016 Bonds will be used to (i) refund all of the City's outstanding General Obligation Bonds, Series 2005 (the "Series 2005 Bonds"), (ii) refund all of the City's outstanding General Obligation Bonds, Series 2006 (the "Series 2006 Bonds", and together with the Series 2005 Bonds, the "Refunded Bonds"), and (iii) pay for costs and expenses of issuing the Series 2016 Bonds. See "PURPOSE OF THE BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2016 Bonds are general obligations of the City. The principal of and interest on the Series 2016 Bonds shall be secured by a pledge of the full faith, credit and taxing power of the City. For so long as the Series 2016 Bonds are outstanding, a direct annual tax without limit shall be levied by the City upon all taxable property within the City to make payments on the Series 2016 Bonds. Such tax shall be levied, assessed and collected at the same time and in the same manner as other ad valorem taxes of the City are assessed, levied and collected.

This cover page contains certain information for quick reference only. It is not a summary of this 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 for delivery when, as and if issued and received by the Purchaser, subject to approval of legality by Nabors, Giblin & Nickerson, Tampa, Florida, Bond Counsel. Certain other legal matters will be passed upon for the City by O. Reginald Osenton, City Attorney, and by Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida, is serving as Financial Advisor to the City in connection with the issuance of 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 December 22, 2016.

Electronic bids for the Series 2016 Bonds will be received through the Parity Electronic Bid Submission System as described in the Official Notice of Sale.

Dated: _____, 2016

*Preliminary, subject to change.

$_____*

CITY OF PORT ST. LUCIE, FLORIDA
General Obligation Refunding Bonds,
Series 2016

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

Maturity (July 1)**	Amount*	Interest Rate	Price	Yield	Initial CUSIP Number***
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					

* Preliminary, subject to change.

** Maturities may be combined into Term Bonds, subject to mandatory redemption. See "TERM BOND OPTION" in the Official Notice of Sale.

*** CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by Standards & Poor's Financial Services LLC on behalf of The American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. CUSIP numbers are included herein solely for the convenience of the purchasers of the Series 2016 Bonds. Neither the City nor the Underwriters shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

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 City 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.

CITY OF PORT ST. LUCIE, FLORIDA
City Hall
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984-5099
772-871-5225

MEMBERS OF THE CITY COUNCIL

Gregory J. Oravec, Mayor
John Carvelli, Councilman
Stephanie Morgan, Councilwoman
Shannon Martin, Councilwoman
Jolien Caraballo, Councilwoman

CITY OFFICIALS

City Manager
Russell D. Blackburn

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

City Attorney
O. Reginald Osenton, Esq.

City Clerk
Karen A. Phillips

BOND COUNSEL
Nabors, Giblin & Nickerson, P.A.
Tampa, Florida

DISCLOSURE COUNSEL
Bryant Miller Olive P.A.
Miami, Florida

FINANCIAL ADVISOR
First Southwest, a division of Hilltop Securities, Inc.
Orlando, Florida

INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS
Cherry Bekaert LLP
Orlando, Florida

No dealer, broker, salesman or other person has been authorized by the City 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 the City. This Official Statement neither constitutes 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 person to make such offer, solicitation or sale. The information set forth herein has been furnished by the City, DTC (as to itself and the book-entry only system) and other sources which are believed to be reliable. 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 shall, under any circumstances, create the implication that there has been no change in the affairs of the City since the date hereof.

Upon issuance, the Series 2016 Bonds will not be registered under the Securities Act of 1933 or any state securities law, will not be listed on any stock or other securities exchange, and neither the Securities and Exchange Commission (the "SEC") nor any other federal, state, municipal or other governmental entity, other than the City, will have passed upon the accuracy or adequacy of this Official Statement or approved the Series 2016 Bonds for sale. The Bond Resolution has not been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exceptions contained in such Act.

References herein to laws, rules, regulations, resolutions, agreements, reports and other documents do not purport to be comprehensive or definitive. All references to such documents are qualified in their entirety by reference to the particular document, the full text of which may contain qualifications of and exceptions to statements made herein. Where full texts have not been included as appendices to this Official Statement they may be obtained from Karen A. Phillips, City Clerk, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, (772) 871-5157, upon prepayment of reproduction costs, postage and handling expenses.

NO REGISTRATION STATEMENT RELATING TO THE SERIES 2016 BONDS HAS BEEN FILED WITH THE SEC OR WITH ANY STATE SECURITIES COMMISSION. IN MAKING ANY INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATIONS OF THE CITY AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THE SERIES 2016 BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SEC OR ANY STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. THE FOREGOING AUTHORITIES HAVE NOT PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

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 "PLAN," "EXPECT," "ESTIMATE," "BUDGET" OR OTHER SIMILAR WORDS. SUCH FORWARD-LOOKING STATEMENTS INCLUDE BUT ARE NOT LIMITED TO CERTAIN STATEMENTS CONTAINED IN THE INFORMATION UNDER THE CAPTION "ESTIMATED SOURCES AND USES OF FUNDS." 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.

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OFFICIAL STATEMENT
relating to
$_____*
CITY OF PORT ST. LUCIE, FLORIDA
GENERAL OBLIGATION REFUNDING BONDS
SERIES 2016

INTRODUCTION

The purpose of this Official Statement, which includes the cover page and appendices attached hereto, is to furnish information with respect to the issuance and sale by the City of Port St. Lucie, Florida (the "City") of $_____* aggregate principal amount of its General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds").

The Series 2016 Bonds are being issued under the authority of, and in full compliance with the Chapter 166, Florida Statutes, as amended, Sections 132.33-132.47, Florida Statutes, as amended, the charter of the City, Ordinance No. 05-71 enacted by the City Council of the City (the "City Council") on April 25, 2005, as amended and supplemented from time to time (the "Original Ordinance"), Resolution No. 05-R21 adopted by the City Council on April 4, 2005 (the "Referendum Resolution"), Ordinance No. 16-81, enacted by the City Council on November 28, 2016, and other applicable provisions of law, and pursuant to Resolution No.16-R86 adopted by the City Council on November 28, 2016 (the "Bond Resolution").

An election was held on June 7, 2005, whereby a majority of the qualified electors of the City voting in such election approved the issuance of not exceeding $165,000,000 of general obligation bonds of the City for the purpose of financing the construction of a transportation corridor, known as Crosstown Parkway, on West Virginia Drive between US 1 and Interstate 95 and appurtenances related thereto, within the City (the "Project"), payable from ad valorem taxes levied without limit on all of the taxable property within the City (the "Bond Referendum"). The Bond Referendum was duly held and conducted in all respects according to law, and a majority of electors casting a ballot voted in favor of the issuance of such bonds for such purpose. Pursuant to the authority of the Bond Referendum, the City issued its General Obligation Bonds, Series 2005 (the "Series 2005 Bonds") in an aggregate principal amount of $49,285,000 to finance the costs of the Project. Under the authority of the Original Ordinance and pursuant to the Referendum Resolution, as amended and supplemented by Resolution No. 06-R25 adopted by the City Council on March 13, 2006, the City issued its General Obligation Bonds, Series 2006 (the "Series 2006 Bonds") in the aggregate principal amount of $44,545,000 for the purpose of financing a portion of the costs of the Project.

PURPOSE OF THE BONDS

General

The Series 2016 Bonds are being issued for the purpose of (i) refunding all of the outstanding Series 2005 Bonds, (ii) refunding all of the outstanding Series 2006 Bonds (together, the "Refunded Bonds") and, (iii) paying certain costs and expenses relating to the issuance of the Series 2016 Bonds.

*Preliminary, subject to change.

The Series 2016 Bonds are general obligations of the City. The principal of and interest on the Series 2016 Bonds shall be secured by a pledge of the full faith, credit and taxing power of the City. For so long as the Series 2016 Bonds are outstanding, a direct annual tax without limit shall be levied by the City upon all taxable property within the City to make payments on the Series 2016 Bonds. Such tax shall be levied, assessed and collected at the same time and in the same manner as other ad valorem taxes of the City are assessed, levied and collected. See "SECURITY FOR THE BONDS" herein.

Capitalized terms used but not defined herein have the same meaning as when used in the Bond Resolution unless the context clearly indicates otherwise. The form of the Bond Resolution is included as APPENDIX C attached hereto. The descriptions of the Series 2016 Bonds, the documents authorizing the same and securing the same, and the information from various reports and statements contained herein are not comprehensive or definitive. All references herein to such documents, reports and statements are qualified by the entire, actual content of such documents, reports and statements. Copies of such documents, reports and statements referred to herein that are not included in their entirety in this Official Statement may be obtained from Karen A. Phillips, City Clerk, 121 S.W. Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, (772) 871-5157, upon prepayment of reproduction costs, postage and handling expenses. The attached Appendices are integral parts of the Official Statement and must be read together with all the statements contained herein.

The Plan of Refunding

Concurrently with the delivery of the Series 2016 Bonds, a portion of the proceeds of the Series 2016 Bonds, shall be deposited into an escrow deposit trust fund (the "Escrow Fund") pursuant to the terms and provisions of an escrow deposit agreement (the "Escrow Deposit Agreement"), between the City and U.S. Bank National Association, Orlando, Florida, as Escrow Agent. The moneys deposited into the Escrow Fund shall be invested in United States Treasury Obligations and, together with any uninvested cash, used to pay the principal of and interest on the Refunded Bonds as the same become due and payable upon maturity or prior redemption. 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 documents pursuant to which the Refunded Bonds were issued and the bondholders of the Refunded Bonds shall be entitled to payment solely from the moneys deposited in the Escrow Fund pursuant to the Escrow Deposit Agreement. See "VERIFICATION OF ARITHMETICAL COMPUTATIONS" herein. The refunding of the Refunding Bonds is being undertaken to effect debt service savings for the City.

The Series 2005 Bonds will be defeased upon the issuance of the Series 2016 Bonds and called for redemption prior to their maturity on January ___, 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. The Series 2006 Bonds will be defeased upon the issuance of the Series 2016 Bonds and called for redemption prior to their maturities on January ____, 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 documents pursuant to which the Refunded Bonds were issued.

The moneys held pursuant to the Escrow Deposit Agreement will not be available to pay debt service on the Series 2016 Bonds.

DESCRIPTION OF THE BONDS

General

The Series 2016 Bonds shall be dated as of their date of delivery, will bear interest at the rates per annum set forth on the inside cover page hereof, payable on January 1, 2017 and semiannually thereafter on January 1 and July 1 of each year (each, a "Payment Date") to maturity by check or draft of U.S. Bank National Association, with an office in Orlando, Florida, as Registrar and Paying Agent (the "Registrar and Paying Agent"), payable to the Holders in whose name such Series 2016 Bond is registered at the close of business on the date which shall be the 15th day (whether or not a Business Day) of the calendar month next preceding each Payment Date, or at the request of such Holder, by bank wire transfer for the account of the Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Series 2016 Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. The Series 2016 Bonds will mature on July 1 in the years and in the principal amounts set forth on the inside cover page hereof.

The Series 2016 Bonds will be issued initially as book-entry obligations and held by The Depository Trust Company ("DTC") as securities depository. The ownership of one fully registered Bond for each maturity as set forth on the inside cover page hereof, in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. For more information regarding DTC and DTC's Book-Entry System, see "Book-Entry Only System" below.

Book-Entry Only System

THE FOLLOWING INFORMATION CONCERNING DTC AND DTC'S BOOK-ENTRY ONLY SYSTEM HAS BEEN OBTAINED FROM SOURCES THAT THE CITY BELIEVES TO BE RELIABLE, BUT THE CITY TAKES NO RESPONSIBILITY FOR THE ACCURACY THEREOF.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE SERIES 2016 BONDS, AS NOMINEE OF DTC, CERTAIN REFERENCES IN THIS OFFICIAL STATEMENT TO THE BONDHOLDERS OR REGISTERED OWNERS OF THE SERIES 2016 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE SERIES 2016 BONDS. THE DESCRIPTION WHICH FOLLOWS OF THE PROCEDURES AND RECORD KEEPING WITH RESPECT TO BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2016 BONDS, PAYMENT OF INTEREST AND PRINCIPAL ON THE SERIES 2016 BONDS TO DIRECT PARTICIPANTS (AS HEREINAFTER DEFINED) OR BENEFICIAL OWNERS OF THE SERIES 2016 BONDS, CONFIRMATION AND TRANSFER OF BENEFICIAL OWNERSHIP INTERESTS IN THE SERIES 2016 BONDS, AND OTHER RELATED TRANSACTIONS BY AND BETWEEN DTC, THE DIRECT PARTICIPANTS AND BENEFICIAL OWNERS OF THE SERIES 2016 BONDS IS BASED SOLELY ON INFORMATION FURNISHED BY DTC. ACCORDINGLY, THE CITY DOES NOT MAKE ANY REPRESENTATIONS CONCERNING THESE MATTERS.

DTC 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 Bond certificate will be issued for each maturity of the Series 2016 Bonds as set forth in the inside cover of this Official Statement, each 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 3.5 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"). The Direct Participants and the Indirect Participants are collectively referred to herein as the "DTC Participants." DTC has an S&P Global Inc. ("S&P") rating of AA+. The DTC Rules applicable to its DTC Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of 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 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 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 such 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.

Redemption notices shall be sent to DTC. If less than all of the Series 2016 Bonds within a series or maturity of a series are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such series or maturity to be redeemed.

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 City 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).

Redemption proceeds, distributions, and dividend payments, as applicable, 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 City or the Registrar and Paying Agent on the payment 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 nor its nominee, the City, or the Registrar and Paying Agent, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City and/or the Registrar and 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 City or paying agent. Under such circumstances, in the event that a successor depository is not obtained, the Bond certificates are required to be printed and delivered.

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

Interchangeability, Negotiability and Transfer

So long as the Series 2016 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to registration, transfer and exchange of the Series 2016 Bonds do not apply.

Series 2016 Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Series 2016 Bonds issued under the Bond Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida (the "State"), subject to the provisions for registration of transfer contained in the Bond

Resolution and in the Series 2016 Bonds. So long as any of the Series 2016 Bonds shall remain Outstanding, the City shall maintain and keep, at the office of the Registrar, books for the registration of transfer of the Series 2016 Bonds.

The transfer of any Series 2016 Bond shall be registered only upon the books of the City, at the office of the Registrar, under such reasonable regulations as the City may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney with signature guaranteed. Upon the registration of transfer of any such Series 2016 Bond, the City shall issue, and cause to be authenticated, in the name of the transferee a new Series 2016 Bond or Series 2016 Bonds of the same aggregate principal amount and maturity as the surrendered Series 2016 Bond. The City, the Registrar and any Paying Agent or fiduciary of the City may deem and treat the Person in whose name any Outstanding Series 2016 Bond shall be registered upon the books of the City as the absolute owner of such Series 2016 Bond, whether such Series 2016 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Series 2016 Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Series 2016 Bond to the extent of the sum or sums so paid and neither the City nor the Registrar nor any Paying Agent or other fiduciary of the City shall be affected by any notice to the contrary.

Any Paying Agent of any fully registered Series 2016 Bond shall effect payment of interest on such Series 2016 Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which Series 2016 Bonds shall be exchanged or the transfer of Series 2016 Bonds shall be registered, the City shall execute and the Registrar shall authenticate and deliver such Series 2016 Bonds in accordance with the provisions of the Bond Resolution. Execution of Series 2016 Bonds by the Mayor and City Clerk for purposes of exchanging, replacing or registering the transfer of Series 2016 Bonds may occur at the time of the original delivery of the Series 2016 Bonds. All Series 2016 Bonds surrendered in any such exchanges or registration of transfer shall be held by the Registrar in safekeeping until directed by the City to be cancelled by the Registrar. For every such exchange or registration of transfer, the City or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The City and the Registrar shall not be obligated to make any such exchange or registration of transfer of Bonds during the fifteen (15) days next preceding a Payment Date on the Series 2016 Bonds, or, in the case of any proposed redemption of Series 2016 Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Series 2016 Bonds called for redemption, continuing until such redemption date.

Redemption

Optional Redemption. The Series 2016 Bonds maturing on and after July 1, _____ shall be subject to redemption prior to their respective maturities, at the option of the City, on or after July 1, _____, in whole or in part at any time, in such manner as shall be determined by the Registrar, at a redemption price equal to the principal amount thereof, plus accrued interest to the date fixed for redemption, without premium.

Mandatory Redemption (applicable upon election of the Term Bond Option as described in the Official Notice of Sale). The Series 2016 Bonds maturing on July 1, ____ are subject to mandatory redemption prior to their maturity in part by lot, at a redemption price of par plus accrued interest to the respective dates of redemption, but without premium, on the following dates and in the following principal amounts, from amortization installments required to be paid on such dates and in such amounts:

Dates of Redemption	Principal Amount
July 1, ____	$
July 1, ____	
July 1, ____*	

*Final Maturity

Selection of Series 2016 Bonds to be Redeemed. The Series 2016 Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The City shall, not more than sixty (60) calendar days or less than thirty (30) calendar days prior to the Redemption Date notify the Registrar of such redemption date and of the principal amount of Series 2016 Bonds to be redeemed and, if less than all of the Outstanding Series 2016 Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Series 2016 Bonds of a single maturity, the particular Series 2016 Bonds or portions of Series 2016 Bonds to be redeemed shall be selected not more than 30 calendar days prior to the redemption date by the Registrar from the Outstanding Series 2016 Bonds of the maturity or maturities designated by the City by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Series 2016 Bonds or portions of Series 2016 Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed, the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on an ascending order basis unless the City, in its discretion, designates a different allocation.

If less than all of the Outstanding Series 2016 Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the City and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Series 2016 Bonds or portions of Series 2016 Bonds selected for redemption and, in the case of any Series 2016 Bond selected for partial redemption, the principal amount thereof to be redeemed.

Redemption of Portions of the Bonds. Any Series 2016 Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to, the Registrar duly executed by, the Holder thereof or such Holder's attorney duly authorized in writing) and the City shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Series 2016 Bond, without service charge, a new Series 2016 Bond or Series 2016 Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by the Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Series 2016 Bonds so surrendered.

Notice of Redemption. Except as otherwise provided in the Bond Resolution, notice of such redemption, which shall specify the Series 2016 Bond or Series 2016 Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the City, and (A) shall be filed with the Paying Agent of the Series 2016 Bonds, (B) shall be mailed first class, postage

prepaid, at least thirty (30) days prior to the redemption date to all Holders of Series 2016 Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar, and (C) shall be mailed certified, postage prepaid, at least thirty (30) days prior to the redemption date to the registered securities depositories and to two or more nationally recognized municipal bond information services. Failure to mail notice to the Holders of the Series 2016 Bonds to be redeemed, or any defect therein, shall not affect the validity of the proceedings of redemption of such Series 2016 Bonds as to which no such failure or defect has occurred.

As long as the book-entry-only system is used for determining beneficial ownership of the Series 2016 Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the Participants, who will in turn be responsible for notifying the beneficial owners. Any failure of Cede & Co. to notify any Participant, or of any Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Series 2016 Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers of all Series 2016 Bonds being redeemed; (2) the original issue date of such Series 2016 Bonds; (3) the maturity date and rate of interest borne by each Series 2016 Bond being redeemed; (4) the redemption date; (5) the Redemption Price; (6) the date on which such notice is mailed; (7) if less than all Outstanding Series 2016 Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Series 2016 Bond, the principal amount) of each Series 2016 Bond to be redeemed; (8) that on such redemption date there shall become due and payable upon each Series 2016 Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Series 2016 Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable; (9) that the Series 2016 Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price at the principal office of the Registrar at an address specified; (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption; and (11) unless sufficient funds have been set aside by the City for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption; and provided, further, that such notice and the redemption set forth therein may be subject to the satisfaction of one or more additional conditions set forth therein.

The City may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Series 2016 Bondholders as soon as practicable.

Effect of Notice of Redemption; Payment. Notice of redemption having been given substantially as aforesaid, the Series 2016 Bonds or portions of Series 2016 Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the City shall default in the payment of the Redemption Price) such Series 2016 Bonds or portions of Series 2016 Bonds shall cease to bear interest. Upon surrender of such Series 2016 Bonds for redemption in accordance with said notice, such Series 2016 Bonds shall be paid by the Paying Agent at the appropriate Redemption Price, plus accrued interest. Each check or other transfer of funds issued by the Paying Agent to pay the Redemption Price of Series 2016 Bonds being redeemed shall bear the CUSIP number or numbers of such Series 2016 Bonds and identify the payments applicable to each CUSIP

number. All Series 2016 Bonds which have been redeemed shall be cancelled by the Registrar and shall not be reissued.

SECURITY FOR THE BONDS

General

The full faith, credit and taxing power of the City shall be pledged for the full and prompt payment of the principal of and interest on the Series 2016 Bonds. A direct annual tax without limit shall be levied by the City upon all taxable property within the City to make such payments. Provision shall be included and made in the City's annual budget and tax levy for the levy of the ad valorem taxes levied by the City without limit on all taxable property within the City to pay the Annual Debt Service on the Series 2016 Bonds as authorized by the Original Ordinance and approved by a majority of the qualified electors of the City voting in the Bond Referendum (the "Ad Valorem Taxes") in an amount sufficient to pay the principal of and interest on the Series 2016 Bonds, as the same shall become due. Whenever the City shall, in any Fiscal Year, have irrevocably deposited in the Sinking Fund any moneys derived from sources other than the aforementioned Ad Valorem Taxes, said Ad Valorem Taxes may be correspondingly diminished; but any such diminution must leave available an amount of such Ad Valorem Taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of principal, interest and other related charges falling due prior to the time that the proceeds of the next annual Ad Valorem Taxes levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the City are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Resolution. The City hereby irrevocably pledges, and grants a lien on, the Pledged Revenues (as defined hereafter), which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Series 2016 Bonds. See APPENDIX C-"Form of the Bond Resolution" hereto.

The Series 2016 Bonds and the interest thereon are payable from and secured by a lien upon and a pledge of (i) the proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund established in the Bond Resolution, including any investment earnings thereon (collectively, the "Pledged Revenues").

Sinking Fund. The City has established a special fund to be designated the "City of Port St. Lucie General Obligation Refunding Bonds, Series 2016 Sinking Fund." All proceeds of the Ad Valorem Taxes levied pursuant to the Bond Resolution shall be used to pay principal and interest on the Series 2016 Bonds, the charges of the Paying Agents and Registrars, and any other amounts that are properly due and owing with respect to the repayment of the Series 2016 Bonds. All proceeds of the Ad Valorem Taxes levied pursuant to the Bond Resolution shall be deposited into the Sinking Fund promptly upon the receipt by the City.

Money in the Sinking Fund shall be used solely for the purpose of paying the Annual Debt Service on the Series 2016 Bonds coming due (whether by maturity, scheduled mandatory redemption or otherwise).

Moneys in the Sinking Fund shall be disbursed for (i) the payment of the interest on the Series 2016 Bonds secured hereby as such interest falls due, (ii) the payment of the principal of the Series 2016 Bonds secured hereby at their respective maturities or earlier redemption, (iii) the payment of

Amortization Installments coming due, (iv) the purchase of the Series 2016 Bonds in the open market, provided, however, the price paid shall not exceed the principal amount plus accrued interest, and (v) the payment of the necessary charges for paying the Series 2016 Bonds and interest thereon.

Rebate Fund. The City has covenanted and agreed to establish a special fund to be designated the "City of Port St. Lucie General Obligation Refunding Bonds, Series 2016 Rebate Fund." Amounts on deposit in the Rebate Fund shall be held in trust by the City and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Sinking Fund) and the Bondholders shall have no right to have the same applied for debt service on the Series 2016 Bonds.

No Reserve Funding

The City has not established a reserve fund or account under the Bond Resolution to secure the Series 2016 Bonds.

AD VALOREM TAXATION

Procedure for Property Assessment

General. 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 certain 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. See also, "—*Amendments Related to Ad Valorem Exemptions*" below.

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.

The Property Appraiser of St. Lucie County (the "Property Appraiser") determines property valuation on real and tangible personal property in St. Lucie County (the "County") as of January 1 of each year. The Property Appraiser determines the valuation of all real and personal property by July 1 of each year and notifies the County, each municipality, and each other legally constituted special taxing district as to its just valuation, the legal adjustments and exemptions, and the taxable valuation. The taxable valuation is then used by each taxing body to calculate its ad valorem millage for the budget year. Each taxing body must advertise its budget, stating the proposed millage and hold public hearings on such budgets. Final budgets are determined by each taxing body, and the millage is certified to the Property Appraiser by October 1.

Concurrently, the Property Appraiser notifies each property owner of the proposed valuation and the proposed millage on such property. If the individual property owner believes that his or her property has not been appraised at fair market value, the owner may 1) request an informal conference with the Property Appraiser to resolve the issue, or 2) appeal to the Circuit Court within 60 days of the certification for collection of the tax roll or within 60 days of the issuance of a final decision by the value adjustment board (the "Adjustment Board"), or 3) file a petition with the Clerk of the Adjustment Board. A petition to the Adjustment Board must be signed by the taxpayer or be accompanied at the time of filing by the taxpayer's written authorization for representation by a qualified person. A taxpayer receives notice of the hearing at least 25 days before the scheduled hearing and is required to provide the Property Appraiser with a list of evidence, copies of documentation, and summaries of testimony at least 15 days prior to the hearing before the Adjustment Board. The Adjustment Board holds public hearings on such petitions and may make adjustments to the valuations made by the Property Appraiser, if such valuations were found not to be fair and at market value. The Adjustment Board must complete all required hearings and certify the assessment roll to the Property Appraiser by June 1 following the tax year in which the assessments were made. The June 1 requirement shall be extended until December 1 in each year in which the number of petitions filed increased by more than 10 percent over the previous year. The Adjustment Board must certify its decision with regard to all petitions and certify to the Property Appraiser the valuation to be used. These changes are then made to the final tax roll. Property owners appealing the assessed value or assigned classification of their property must make a required partial payment of taxes (generally equal to 75% of the ad valorem taxes due, less the applicable statutory discount, if any) with respect to the properties that will have a petition pending on or after the delinquency date (normally April 1). A property owner's failure to make the required partial payment before the delinquency date will result in the denial of the property owner's petition. Certain of these provisions were amended by House Joint Resolution 499 during the Florida Legislature's 2016 Regular Session and are effective July 1, 2016.

The Property Appraiser applies the final certified millage of each taxing body to the assessed valuation on each item of real and tangible personal property, and prepares the final tax roll which he certifies to the County Tax Collector by October 1. This permits the printing of tax bills for delivery on November 1 of each year. The tax bills contain all of the overlapping and underlying millages set by the various taxing bodies, so that all ad valorem taxes are collected by the Tax Collector and distributed to the various taxing bodies.

Amendments Related to Ad Valorem Exemptions. On January 29, 2008, in a special election held in conjunction with the 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 for the 2008 tax year (fiscal year 2008-2009 for local governments). The following is a brief summary of certain important provisions contained in such amendments:

1. Provides for an additional exemption for homestead property with an assessed value of 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.

In addition, the constitutionally mandated Florida Taxation and Budget Reform Commission (required to be convened every 20 years) 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 Florida, which, among other things, do the following: (a) allow the Florida 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 Florida Legislature to provide classification and assessment of land use for conservation purposes solely on the basis of character or use.

In the November 2010 General Election voters approved a constitutional amendment which provides an additional homestead exemption for deployed military personnel, which took effect January 1, 2011. 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.

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

During the Florida Legislature's 2012 Regular Session, it passed House Joint Resolution 93 which took effect on January 1, 2013 and allows the Florida 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. Also during the Florida Legislature's 2012 Regular Session, it passed House Joint Resolution 169

allowing the Florida 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. This additional homestead tax exemption would not apply to school property taxes.

During the Florida Legislature's 2013 Regular Session, it passed Senate Bill 1830 which became effective July 1, 2013. Senate Bill 1830 provides: (a) 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; (b) 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; (c) 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; (d) deletes a statutory requirement that the owner of the property must reside upon the property to qualify for a homestead exemption; (e) clarifies the property tax exemptions counties and cities may provide for certain low income persons age 65 and older; (f) removes a residency requirement that a senior disabled veteran must have been a Florida resident at the time they entered the service to qualify for certain property tax exemptions; (g) repeals the ability for certain limited liability partnerships to qualify for the affordable housing property tax exemption; and (h) 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 Florida Legislature's 2013 Regular Session, the Florida Legislature passed House Bill 277 which took effect on July 1, 2013 and provides that certain renewable energy devices, installed on or after January 1, 2013, are exempt from being considered when calculating the assessed value of residential property.

Also during the Florida Legislature's 2013 Regular Session, the Florida Legislature passed House Bill 1193, effective January 1, 2013, which eliminated three ways in which the property appraiser had authority to reclassify agricultural land as non-agricultural land, and relieves the value adjustment board of the authority to review the property appraisers.

During the Florida Legislature's 2016 Regular Session, it passed House Joint Resolution 7099 which provides that a totally or partially disabled veteran who received the exemption but moves his or her homestead to another property after January 1 of the following year, may transfer the exemption to the new property if he or she completes certain requirements, it allows the surviving spouse of a veteran who died from service-connected causes while on active duty to receive property tax relief in Florida, regardless of the veteran's state of residence on January 1 of the year in which the veteran died, and it also allows the qualified surviving spouse of a veteran who had a service related total and permanent disability at the time of death to receive property tax relief in Florida, if at the time of the veteran's death, the veteran or the veteran's spouse owned the veteran's homestead property in another state and such property would have qualified as a homestead in Florida if located in this state on January 1 of the year the veteran died, all effective July 1, 2016.

In the November 2016 General Election voters approved a constitutional amendment which changed the existing language regarding homestead tax exemption so that the value of property owned by eligible senior citizens, those with a household income of $20,000 or less, could be assessed when they

first apply for the exemption. The measure was designed to ensure eligible seniors' ability to be able to keep their tax exemption even if their home value exceeded $250,000 in the future. The amendment will take effect on January 1, 2017 and applies retroactively to exemptions granted before January 1, 2017. Also, in the November 2016 General Election voters approved a constitutional amendment to authorize a first responder, who is totally and permanently disabled as a result of injuries sustained in the line of duty, to receive relief from ad valorem taxes assessed on homestead property. This amendment will also take effect on January 1, 2017.

[To date, the City has not enacted any legislation granting the additional homestead exemptions described above.]

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 current legislative session or in the future that would, or might apply to, or have a material adverse effect upon, the City's finances.

Setting the Millage

Article VII, Section 9 of the State Constitution provides that, exclusive of taxes levied for the payment of voter-approved general obligation bonds (such as the Series 2016 Bonds), cities may levy up to ten mills for municipal services. Pursuant to the State Constitution, there is no limit on the amount of ad valorem taxes a city may levy for the payment of debt service on voter-approved general obligation bonds.

Each respective millage rate, except as limited by law, is set on the basis of estimates of revenue needs and the total taxable property valuation within the taxing authority's respective jurisdiction. Ad valorem taxes are not levied in excess of actual budget requirements.

Each year, the Property Appraiser is required to certify to each taxing authority the aggregate taxable value of all non-exempt property within the jurisdiction of the taxing authority, as well as the prior year's tax revenues, for use in connection with the determination of the forthcoming budget and millage levy. The form on which such certification is made by the Property Appraiser is required to include instructions to each taxing authority describing the proper method of computing a millage rate, which, exclusive of new construction, additions to structures, deletions and property added due to geographic boundary changes, will provide the same ad valorem tax revenues for each taxing authority as was levied during the prior fiscal year. Such millage rate is known as the "rolled-back rate."

In adopting an annual budget, the taxing authority must first adopt tentative millage rates within 35 days of receipt from the Property Appraiser of the preliminary certificate of taxable value. A notice of the impact of the tentative millage rates adopted by each taxing authority on the proposed tax statement for each taxpayer is then mailed to each individual taxpayer. Next, the taxing authority must hold a public hearing to adopt a tentative budget with the tentative millage rate. A second public hearing is held to adopt a final budget and millage rate.

Tax Collection

All real and tangible personal property taxes are based on assessed values at January 1 and are levied on November 1 of each year, as the assessment roll is certified and delivered to the County Tax Collector (the "Tax Collector"). The Tax Collector mails to each property owner on a tax bill for the taxes levied by the various taxing authorities in the County. Taxes may be paid upon receipt of such notice with discounts at the rate of four percent (4%) if paid in the month of November, three percent (3%) if paid in the month of December, two percent (2%) if paid in the month of January and one percent (1%) if paid in the month of February. Taxes paid during the month of March are without discount. Accordingly, taxes collected will likely never be 100% of the tax levy. All tax collections for the City are delivered to the City by the Tax Collector.

Delinquent Taxes

All unpaid taxes on real and tangible property become delinquent on April 1 of the year following the year in which taxes were levied. Delinquent real property taxes bear interest at the rate of eighteen percent (18%) per year from April 1 until paid or until payment is no longer required.

Delinquent real property taxes bear interest at the rate of 18% per year from April 1 until a tax certificate is sold at auction, from which time the interest rate shall be as bid by the buyer of the tax certificate. Delinquent tangible personal property taxes also bear interest at the rate of 18% per year from April 1 until paid. Delinquent personal property taxes must be advertised within 45 days after delinquency, and after May 1, the property is subject to warrant, levy, seizure and sale. On or before June 1 or the sixtieth day after the date of delinquency, whichever is later, the Tax Collector must advertise once each week for three weeks and must sell tax certificates on all real property with delinquent taxes. The tax certificates are sold to those bidding the lowest interest rate. Such certificates include the amount of delinquent taxes, the penalty interest accrued thereon and the cost of advertising. Delinquent tax certificates not sold at auction become the property of the County. State law provides that real property tax liens are superior to all other liens, except prior Internal Revenue Service liens.

Tax Deeds

At any time after two years have elapsed since April 1 of the year of the issuance of the tax certificate and before the expiration of seven years, the holder of the tax certificate may apply for a tax deed with respect to any tax certificate it holds. Two years after such April 1, the County may make application for a tax deed with respect to any tax certificate it holds. Upon receipt of such applications, a public sale is advertised and held (unless the property is redeemed), and the highest bidder at such sale receives a tax deed for the property.

Redemption of Land by Owners

To redeem a tax certificate, the owner of the property must pay all delinquent taxes, the interest that accrued prior to the date of the sale of the tax certificate, charges incurred in connection with the sale of the tax certificate, omitted taxes, if any, and interest at the rate shown on the tax certificate (or interest at the rate of 5%, whichever is higher) from the date of the sale of the tax certificate to the date of redemption. If such tax certificates or liens are not redeemed by the property owner within two years, the holder of the tax certificates can cause the property to be sold to pay off the outstanding certificates and

the interest thereon. Provisions are also made for the collection of delinquent tangible personal property taxes, but in a different manner which includes the possible seizure of the tangible personal property.

Section 197.016(2), Florida Statutes, requires the Tax Collector to distribute the taxes collected, to each governmental unit levying the tax. Such distribution is to be made four times during the first two months after the tax roll comes into its possession, and once per month thereafter.

Truth in Millage

The governing bodies of taxing authorities are required to set the millage rate and assess all property at one hundred percent (100%) of its just value. Section 200.071, Florida Statutes, and Section 200.091, Florida Statutes, prohibit the millage for taxing authorities from being set by referendum, except as provided in the State Constitution.

Disposition of Tax Collections

Upon receipt, the monies representing debt service are to be credited to the Sinking Fund, a special accounting fund created and maintained pursuant to the Bond Resolution. Debt service millage over and above millage limitations fixed by the State Constitution is authorized only for the payment of general obligation bonds (such as the Series 2016 Bonds), and any diversion of such tax collections to a purpose other than payment of the voted general obligation bonds would violate the State Constitution. Consistent with the above, the Bond Resolution provides that the proceeds of all such taxes levied for the payment of the principal of and interest on the Series 2016 Bonds shall be deposited by the City in the Sinking Fund and used solely for the payment of principal and interest on the Series 2016 Bonds.

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Assessed Value and Property Taxes and Collection

The following three tables show the historical Assessed Value and Estimated Actual Value of Taxable Property, Property Tax Levies and Collections, and the Direct and Overlapping Property Tax Rates for the City.

City of Port St. Lucie, Florida
Assessed Value of Taxable Property
Last Ten Fiscal Years

Tax Roll Year	Real Property	Personal Assessed	Centrally Assessed	Combined Exemptions	Assessed Value for Operations Property
2006	13,355,784,368	483,044,056	369,665	1,698,952,045	12,140,246,044
2007	14,357,933,121	592,885,837	451,868	1,859,917,943	13,091,352,883
2008	12,779,489,552	647,192,155	610,423	2,880,690,124	10,546,602,006
2009	9,945,285,528	658,937,776	406,311	2,769,978,059	7,834,651,556
2010	8,787,692,591	645,199,358	397,988	2,689,788,860	6,743,501,077
2011	8,495,592,739	631,827,590	410,912	2,674,949,192	6,452,882,049
2012	8,366,988,790	632,742,480	329,021	2,673,400,190	6,326,660,101
2013	8,489,832,236	627,492,684	404,336	2,705,162,954	6,412,566,302
2014	8,929,641,647	638,864,682	478,743	2,808,893,833	6,760,091,239
2015	9,465,555,527	634,834,357	548,029	2,892,728,992	7,208,208,921

Source: *St. Lucie County Property Appraiser.*
Note: Tax Roll Year is January 1 to December 31. City's Fiscal Year is October 1 to September 30.

City of Port St. Lucie, Florida
Property Taxes and Collections
Last Ten Fiscal Years

Fiscal Year	Taxable Value (000's omitted)	Property Taxes Levied	Current Tax Collection[1]	% of Levy Collected
2006-07	12,140,246	53,751,893	51,861,616	96.5
2007-08	13,091,353	55,001,379	53,076,168	96.5
2008-09	10,546,602	44,658,353	42,433,724	95.0
2009-10	7,834,652	36,841,021	35,107,786	95.3
2010-11	6,743,501	37,003,023	35,188,029	95.1
2011-12	6,452,882	37,036,486	35,064,715	94.7
2012-13	6,326,660	35,683,010	34,057,127	95.4
2013-14	6,412,566	36,157,559	34,601,262	95.7
2014-15	6,760,091	38,064,819	36,657,166	96.3
2015-16	7,208,208	47,796,206	45,796,706	95.8

Source: *St. Lucie County Tax Collector Records*
[1] Current Tax Collections presented herein are through the recapitulation date of June 30 (for the year levied). Tax roll year is January 1 to December 31. City's Fiscal Year is October 1 to September 30.

City of Port St. Lucie, Florida
Property Tax Rates
Direct and Overlapping Governments
Last Ten Fiscal Years
(rate per $1,000 of taxable property value)

	City of Port St. Lucie			St. Lucie County			Schools			Other Agencies	
Tax Roll Year	Operating Millage	Debt Service Millage	Total City Millage	Operating Millage	Debt Service Millage	Total County Millage	Operating Millage	Capital Improv. Millage	Total Schools Millage	Operating Millage	Total City-Wide Millage
2006	3.4399	1.0000	4.4399	7.2112	0.0977	7.3089	5.7370	2.0000	7.7370	3.6832	23.1690
2007	3.2172	1.0000	4.2172	6.6833	0.0920	6.7753	5.4900	2.0000	7.4900	3.3368	21.8193
2008	3.2172	1.0000	4.2172	6.6833	0.0613	6.7446	5.9350	1.7500	7.6850	3.3368	21.9836
2009	3.6866	1.0000	4.6866	6.6833	0.0613	6.7446	6.4760	1.5000	7.9760	3.4382	22.8454
2010	4.3098	1.1625	5.4723	7.4024	0.0613	7.4637	6.6770	1.5000	8.1770	3.7221	24.8351
2011	4.5096	1.2193	5.7289	7.4538	0.0154	7.4692	6.3780	1.5000	7.8780	3.7005	24.7766
2012	4.4096	1.2193	5.6289	7.4538	0.0154	7.4692	6.2710	1.5000	7.7710	3.6931	24.5622
2013	4.4096	1.2193	5.6289	7.6567	0.0154	7.6721	5.7570	1.5000	7.2570	4.0252	24.5832
2014	4.4096	1.2193	5.6289	7.6567	0.0154	7.6721	5.7410	1.5000	7.2410	3.9877	24.5297
2015	5.4096	1.2193	6.6289	7.9967	0.0154	8.0121	5.7830	1.5000	7.2830	3.9561	25.8801

Source: *Typical Tax Bill – St. Lucie County Tax Collector.*

Notes: Tax Roll Year is January 1 to December 31. City's Fiscal Year is October 1 to September 30. (Example: Tax Roll Year 2012 = Fiscal Year 2012-13)

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Ten Largest Taxpayers

The following table shows the ten largest taxpayers located within the City for fiscal year ended September 30, 2015.

2015 Tax Roll
Schedule of Ten Largest Taxpayers
City of Port St. Lucie, Florida

Taxpayer	Type of Business	Valuation[1]	Percentage
Florida Power and Light Co	Utility	$116,974,346	1.62%
Wal-Mart Sams Club	Retail Merchandising	60,048,607	0.83
KRG Port St. Lucie Landing LLC	Land Development	54,625,300	0.76
St. Lucie West 2016 LLC	Land Development	49,248,600	0.68
Benderson Development Co. Inc.	Land Development	40,871,600	0.57
Sandpiper Resort Prop. Inc.	Resort Hotel	40,245,700	0.56
HCA Health Services of FL Inc.	Healthcare	33,086,415	0.46
Florida Gas Transmission Co. LLC	Utility	28,792,396	0.40
Bellsouth Telecommunications	Communications	23,861,530	0.33
Comcast of FL/GA LLC	Utility	23,502,007	0.33
Total Taxable Assessed Value of 10 Largest Taxpayers		471,256,501	6.54
Total Taxable Assessed Value of Other Taxpayers		6,736,952,420	93.46
Total Taxable Assessed Value of All Taxpayers		$7,208,208,921	100.00%

Sources: *St. Lucie County Property Appraiser, St. Lucie County Tax Collector, and City of Port St. Lucie*
Note: Tax Roll Year is January 1 to December 31. City's Fiscal Year is October 1 to September 30.
[1] Includes both real and personal property.

Outstanding General Obligation Debt

The following is a list of the City's outstanding general obligation debt:

Bonds	Original Principal	Outstanding as of 9/30/2016
General Obligation Bonds, Series 2005	$49,285,000	$10,985,000
General Obligation Bonds, Series 2006	44,545,000	26,715,000
General Obligation Bonds, Series 2014	32,900,000	30,615,000
General Obligation Refunding Bonds, Series 2014	41,840,000	40,245,000

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds to be received from the sale of the Series 2016 Bonds are expected to be applied as follows:

SOURCES:	
Par Amount of the Bonds	$
[Plus Net Original Issue Premium/Discount]	
	$
TOTAL SOURCES	
USES:	
Deposit to Escrow Fund	$
Costs of Issuance[1]	
TOTAL USES	$

[1] Includes legal and financial advisory fees and expenses, Purchaser's discount and other costs associated with the issuance of the Series 2016 Bonds.

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DEBT SERVICE SCHEDULE

The following table sets forth the annual debt service schedule for the Series 2016 Bonds:

Bond Year Ending July 1	Principal	Interest	Total Debt Service
2017			
2018			
2019			
2020			
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
TOTAL			

THE CITY

The City is a municipal corporation incorporated in 1961. It is a residential community located in the southern part of the County. The City encompasses approximately 120.4 square miles of the 588 square miles of the County. 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. The permanent population of the City is estimated by the US Census Bureau at 179,413 people, as of July 1, 2015.

The City is governed by the provisions of its 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.

Name	Title	End of Current Term
Gregory J. Oravec	Mayor	November 2018
John Carvelli	Councilman	November 2020
Stephanie Morgan	Councilwoman	November 2018
Shannon Martin	Councilwoman	November 2018
Jolien Caraballo	Councilwoman	November 2020

City Management

The City Manager is appointed by 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.

Former City Manager Jeffrey Bremer tendered his resignation effective December 31, 2016, and the City Council appointed Patricia Roebling as Interim City Manager. After a successful search, at a City Council meeting on November 14, 2016, the City approved an employment contract with Russell D. Blackburn to serve as the new City Manager. Russell D. Blackburn commenced his duties as City Manager on November 21, 2016.

Mr. Blackburn has served several leadership capacities in city and local government for most of his career. Immediately prior to joining the City, Mr. Blackburn served as the city manager of the City of Gainesville, Florida for over 10 years. He also served as the county administrator for Martin County, Florida for 8 years. Mr. Blackburn has had leadership roles on many different boards and in various governmental organizations. He earned his Bachelor of Arts degree from Valdosta State University and his Masters of Public Administration from Georgia Southern University.

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.

O. Reginald Osenton became City Attorney on September 1, 2016. Mr. Osenton has over 25 years of experience working on government and quasi-governmental boards, and various councils and agencies. Immediately prior to joining the City, Mr. Osenton served as the founder and managing attorney of Osenton Law Offices, P.A., a general civil practice firm, where he represented businesses in a myriad of matters. Mr. Osenton is also the former mayor of the Town of Mitchell Heights in West Virginia. He received his Bachelor of Science degree in Accounting from West Virginia University and attended law school at George Washington Law University National Law Center in Washington, D.C.

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 38 years of experience. He has served as the City's Finance Director/City Treasurer since 2012. Prior to that, he served as the 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 Arts degree from Florida Atlantic University.

For more information on the City and the County, see APPENDIX A- GENERAL INFORMATION PERTAINING TO THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA.

PROCEEDINGS BY BONDHOLDERS

The Holders of a majority in aggregate principal amount of the Series 2016 Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to any trustee or receiver appointed pursuant to the Bond Resolution to direct the method and place of conducting all remedial proceedings to be taken by such trustee or receiver under the Bond Resolution, provided that such direction shall not be otherwise that in accordance with law or the provisions of the Bond Resolution, and that the trustee or receiver shall have the right to decline to follow any such direction which in the opinion of the trustee or receiver would be unjustly prejudicial to the Holders of Series 2016 Bonds not parties to such direction.

VERIFICATION OF ARITHMETICAL COMPUTATIONS

At the time of the delivery of the Series 2016 Bonds, Robert Thomas CPA, LLC, as the Verification Agent, will deliver a report on the mathematical accuracy of the computations contained in schedules provided to them and prepared by the Financial Advisor, on behalf of the City relating to (a) the sufficiency of the anticipated cash and maturing principal amounts and interest on the funds deposited in the Escrow Fund to pay, when due, the principal, whether at maturity or upon prior redemption, interest and call premium requirements, if any, of the Refunded Bonds and (b) the "yield" on the Series 2016 Bonds and on the United States Treasury Obligations deposited to the Escrow Fund considered by Bond Counsel in connection with its opinion that the Series 2016 Bonds are not "arbitrage bonds" within the meaning of Section 148 of the Code, as amended.

LEGAL MATTERS

Certain legal matters incident to the validity of the Series 2016 Bonds are subject to the legal opinion of Nabors, Giblin & Nickerson, P.A., Tampa, Florida, whose fees and expenses for legal services as Bond Counsel will be paid by the City from a portion of the proceeds of the Series 2016 Bonds. The signed legal opinion, dated and premised on law in effect as of the date of original delivery of the Series 2016 Bonds, will be delivered at the time of original delivery.

The proposed text of Bond Counsel's current legal opinion is set forth as APPENDIX D. The legal opinion to be delivered may vary from that text if necessary to reflect facts and law on the date of delivery. The opinion will speak only as of its date, and subsequent distribution of the opinion by recirculation of the Official Statement or otherwise shall create no implication that Bond Counsel has reviewed or expressed any opinion concerning any of the matters referenced in the opinion subsequent to its date.

Certain legal matters incident to the issuance of the Series 2016 Bonds will be passed upon for the City by O. Reginald Osenton, Esq., City Attorney and Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, the form of which is included as APPENDIX D 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 City 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 City 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 previous 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. 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 July 1, ____ through July 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 July 1, ____ through and including July 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.

FINANCIAL ADVISOR

FirstSouthwest, a Division of Hilltop Securities Inc., Orlando, Florida is serving as financial advisor to the City (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 City to provide continuing secondary market disclosure.

LITIGATION

There is no pending or, to the knowledge of the City, any threatened litigation against 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 Bond Resolution, or which may materially adversely affect the imposition, collection and pledge of the revenues pledged for the payment of the Series 2016 Bonds.

The City is involved in the case of City of Port St. Lucie, Florida v. Vaccine and Gene Therapy Institute of Florida ("VGTI"), Case No. 2015CA000858 (the "VGTI case"), which involves the City's issuance of its Research Facilities Revenue Bonds, Series 2010 (the "VGTI Bonds") to finance the construction of a 100,000 s.f. biomedical and other scientific research laboratory and educational facility, including funding costs associated with land acquisition and the purchase of furniture, fixtures and equipment for the Oregon Health and Science University Vaccine and Gene Therapy Institute Florida Corp. Project (the "VGTI Project"), which is further discussed in this Official Statement under the Section entitled "ECONOMIC DEVELOPMENT PROJECTS." Proceeds of the VGTI Bonds were loaned to VGTI in June 2010 under a loan agreement, and said entity is obligated to make the principal and interest payments on the VGTI Bonds. A Mortgage was also executed granting the City and the VGTI Bonds trustee security interests in the real and personal property constituting the VGTI Project. VGTI failed to make the regularly scheduled debt service payment due May 1, 2015 and has since ceased operations as of October 1, 2015. The City filed the VGTI case in May 2015 to enforce and protect its rights under the loan documents and various agreements concerning the VGTI Project. The City has made all the debt service payments due on the VGTI Bonds since May 1, 2015. The City does not believe this litigation will affect its ability to pay debt service on the Series 2016 Bonds.

While the City is a party to various legal proceedings that normally occur in governmental operations and are incidental to the conduct of municipal affairs, including but not limited to various tort and contract suits, suits and proceedings alleging violations of individual rights, and matters involving claims relating to land development, property damage, employee liability and workers' compensation, based on past experience, the City does not believe such matters will adversely affect the City's ability to pay principal of and interest on the Series 2016 Bonds when due.

CONTINUING DISCLOSURE

The City will covenant for the benefit of the owners of the Series 2016 Bonds to provide certain financial information and operating data relating to the City (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 City will be filed by the City 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 City 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 E – Form of Continuing Disclosure Certificate" attached hereto. The Continuing Disclosure Certificate shall be executed by the City 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 Rule 15c2-12 promulgated by the Securities and Exchange Commission (the "Rule"). With respect to the Series 2016 Bonds, no party other than the City is obligated to provide any continuing disclosure information with respect to the Rule.

As the result of a change in annual disclosure provisions, the City failed to timely file audited financial statements with respect to two bond issues for Fiscal Year 2011. Upon realizing the failure to comply, the City reported such circumstances in accordance with the requirements of the Rule, curing such failures as of October 22, 2012. While not considered by the City to be a material failure to comply, at various times during the past five years, the City has inadvertently failed to file notices of events regarding the ratings changes of the insurers of their respective indebtedness. Notices have since been filed indicating the current ratings of the bond insurers which insure their currently outstanding indebtedness. All such failures have been cured as of the date hereof. The City has aligned all of its EMMA filings to ensure compliance under its continuing disclosure undertakings. The City fully anticipates satisfying all future obligations required pursuant to the Rule

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 City 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 Office of Financial Regulation within the Florida Financial Services Commission (the "FFSC"). Pursuant to administrative rulemaking, the FFSC 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 City, and certain additional financial information, unless the City believes in good faith that such information would not be considered material by a reasonable investor. The City is not and has not been in default as to principal of and interest on bonds or other debt obligations to which revenues of the City are pledged.

ECONOMIC DEVELOPMENT PROJECTS

Between the years 2006 and 2010, the prior City Council and administration embarked on several economic development projects within the City and issued debt obligations on behalf of such projects. In addition to revenues supporting the projects, the City covenanted to budget and appropriate Non-Ad Valorem Revenues in the event of a shortfall of the primary revenues securing the debt. In addition to the other debt supported by the City's Non-Ad Valorem Revenues, see the described projects below which are expected to be supported by the City's revenues.

The City entered into a public private partnership to develop a shopping center into a mixed use retail, office space and residential units project known as "City Center". Development of the City Center has not yet occurred 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 City provided $1,747,000 in Supplemental Revenue and City funds for the City Center debt service on the special assessment capital improvement bonds in Fiscal Year 2015-2016, and the City intends to continue to do so in the event that future special assessments are not paid.

The Vaccine Gene and Therapy Institute (VGTI) was a biotech institute located in the City as a result of incentives provided by the State and the City. In 2010, the State provided a grant of $60,000,000 to VGTI and the City backed a $64,035,000 bond issue where the City pledged to replenish the debt service reserve account in the event that VGTI failed to make the regularly scheduled debt service payments. In May 2015, VGTI failed to make the regularly scheduled debt service payment of $2,618,106. In August 2015, the VGTI Bonds trustee notified the City of the obligation to replenish the debt service reserve account. Additionally, VGTI informed the City that they would cease operations on October 1, 2015. Since the City is obligated to replenish the debt service reserve account, the City must fund all future debt service payments. The City has made all required payments to date and intends to continue to do so. The result of recording the liability for the debt was a $59 million expense for the Fiscal Year. The City provided $4,143,000 for debt service in Fiscal Year 2015-2016 and expects to provide $4,143,000 for debt service in Fiscal Year 2016-2017.

A debt obligation for a similar project has been refunded with debt secured by the City's Public Service Tax revenues. The City intends to fund all the debt payments, as required, of the economic development projects.

For a further discussion of the City's economic development projects which have been additionally secured by revenues of the City, please see the City's Audited Financial Statements for Fiscal Year ended September 30, 2015, attached hereto as APPENDIX B. Such discussion provides the amount of debt service payments that are anticipated to be made by the City for Fiscal Year 2016.

CONTINGENT FEES

The City 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 such professionals and an underwriting discount to the Purchaser (hereafter defined) are contingent upon the issuance of the Series 2016 Bonds.

RATING

S&P Global Inc. ("S&P") has assigned a rating of "_____" to the Series 2016 Bonds. Such ratings reflect only the view of such organization at the time such rating was issued. An explanation of the significance of such ratings can be received from the respective rating agencies. There is no assurance that such rating will continue for any given period of time or that it will not be lowered or withdrawn entirely by the rating agency, if in its judgment, circumstances so warrant. A downward change in or withdrawal of the rating may have an adverse effect on the market price of the Series 2016 Bonds.

COMPETITIVE SALE

The Series 2016 Bonds are being purchased at competitive sale by _____, (the "Purchaser") at a purchase price equal to $_____ (taking into account net original issue premium/discount on the Series 2016 Bonds of $_____ and a Purchaser's discount of $_____). The Purchaser's obligations are subject to certain conditions precedent described in the Official Notice of Sale, and it will be obligated to purchase all of the Series 2016 Bonds if any Series 2016 Bonds are purchased. The yields shown on the inside cover page of this Official Statement were furnished by the Purchaser. All other information concerning the nature and terms of any re-offering should be obtained from the Purchaser and not the City.

LEGALITY FOR INVESTMENT

The Series 2016 Bonds constitute legal investments in the State for state, county, municipal and all other public funds and for banks, savings banks, insurance companies, executors, administrators, trustees and all other fiduciaries, and also constitute securities eligible as collateral security for all state, county, municipal and other public funds.

PENSION PLANS

The City has three defined contribution pension plans and one defined-benefit pension plan: general employees' retirement system plan, police officers retirement plan 401A, employees retirement 401A plan and municipal police officers' retirement trust fund.

General Employees' Retirement System. The general employees' retirement system plan, sponsored and administered by the City, is a defined contribution plan available to all employees of the City hired prior to October 1, 1991. There are 10 active participants in the plan. The City is the sole contributor to the general employees' retirement system plan. The plan requires City contributions of 10.5% of employee compensation. The funds are invested in life insurance, annuity contracts and a variable rate investment plan. The City pays the plan administrative fee; however, the contract maintenance fee is deducted from the individual contracts where applicable. Total pension contributions for the year ended September 30, 2015 were $84,173 on covered payroll of $801,648. The City's total payroll was $54,270,498. This plan held no securities of the City or other related parties as of and for the year ended September 30, 2015.

Police Officers' Retirement Plan 401A. The police officers' retirement plan 401A is sponsored and administered by the City as a defined contribution plan available to eligible employees after three months of service. There are 163 active participants in the plan. At September 30, 2015 there were 157 participants vested in the plan with vested benefits comprising $5,401,778 of the total benefit amount of $5,410,133. Contributions to this plan are at the rate of 10.5% for those members who are not directing the City contribution to the Municipal Police Officers' Retirement Trust Fund (MPORT). Pension contributions for the year were $169,316 on a covered payroll of $1,612,533. This plan held no securities of the City or other related parties as of and for the year ended September 30, 2015.

Employees' Retirement Plan 401A. The employees' retirement plan 401A is sponsored and administered by the City as a defined contribution plan available to all employees after three months of service. There are 885 active participants in the plan. The plan allows City contributions of 10.5% of employee compensation. The participant has a choice of multiple investment options within the fund with each account bearing the cost of the annual maintenance charge, if applicable. Pension contributions

for the year ended September 30, 2015 were $3,250,791 on covered payroll of $30,959,914 for those employees directing their pension contribution to the fund. At September 30, 2015 there were 749 participants vested in the plan with vested benefits comprising $48,508,237 of the total benefit amount of $50,031,399. This plan held no securities of the City or other related parties as of and for the year ended September 30, 2015.

Municipal Police Officers' Retirement Trust Fund. The MPORT plan, which is a single-employer defined benefit public employee's retirement system, was established under the provisions of Chapter 185 of the Statutes of the State of Florida, and is accounted for in the Municipal Police Officers' Retirement Trust Fund. The plan is managed and administered by the five-member retirement board, which includes two City Council appointees, two members of the department elected by the membership, and a fifth member elected by the other four and appointed by the City Council. Plan members contribute 9.0% of pensionable wages and the City contributes the actuarially required amount, which is 22.7% of pensionable wages for Fiscal Year 2015. At September 30, 2015, the total pension liability was $90,805,548 with a net position of $70,456,290 resulting in a net pension liability of $20,349,258.

The City accounts for all four plans as pension trust funds; therefore, they are accounted for in substantially the same manner as proprietary funds with economic resources measurement focus and the accrual basis of accounting. Plan member contributions, employer contributions, and contributions from other entities, including rollovers by participants from other plans, are recognized in the period in which the contributions are due. Benefits and refunds are recognized when due in accordance with the terms of the plans. Plan assets are valued at fair value for financial statement purposes, as reported by the custodial agents. The defined contribution plans do not issue stand-alone financial reports and are not included in any other retirement system's financial report.

For more information regarding the City's Pension Plans, see the Audited Financial Statements for the City's Fiscal Year ended September 30, 2015 in APPENDIX B attached hereto.

OTHER POST-EMPLOYMENT BENEFIT PLANS

In addition to providing pension benefits, the City provides certain health care and life insurance benefits for retired employees. Substantially all of the City's employees may become eligible for those benefits if they reach normal retirement age while working for the City. The primary government recognizes the costs associated with providing these benefits as claims are paid. The actuarial valuation as of October 1, 2014 for the year ended September 30, 2015, the date of the most recent actuarial valuation available, of those costs totaled approximately $1,541,210. Premiums paid by retirees for the year total approximately $390,586.

Section 112.0801, Florida Statutes, requires all public employers to allow their retirees to participate in the same health group plan or self-insurance plan offered to their active employees. There are currently 111 City retirees, spouses and other dependents participating in the health insurance plan. There are a total of 850 active participants in the plan of which 426 are not yet eligible to receive benefits.

The Other Post Employment Benefit plan is a single-employer benefit plan administered by the City. Retirees are charged the same rate by the City as active employees. Premiums charged by the City are a blended rate based on the experience of younger active employees and older retired employees. Since retirees actually have higher costs yet pay the same rate as younger active employees, the City actually subsidizes the cost of the retirees' health insurance coverage. The funding of the plan is from the

various funds in the City that incur payroll related expenses such as the general fund, road & bridge fund, and utility system fund as being the primary obligors. These funds have expended money in the past to liquidate the other post-employment benefit plans net benefit obligation.

For more information regarding the City's Post-Employment Benefit Plans, see the Audited Financial Statements for the City's Fiscal Year ended September 30, 2015 in APPENDIX B attached hereto.

AUDITED FINANCIAL STATEMENTS

The Audited Financial Statements for the Fiscal Year ended September 30, 2015, appended hereto as APPENDIX B, have been audited by Cherry Bekaert LLP, 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.

MANAGEMENT DISCUSSION OF BUDGET

The City's original Fiscal Year 2017 Budget was adopted on September 26, 2016. The original Fiscal Year 2017 Budget for the General Fund was $113,622,049 which reflected an overall increase of $6,007,052 from the Fiscal Year 2016 Budget for the General Fund, including Transfers in as revenue and Transfers out as expenditures. Property tax revenue is budgeted at $37,154,088, an increase of $2,165,289 over the Fiscal Year 2016 Budget.

On the expenditure side, personal services are budgeted at $59,386,537, a 9.5% increase over the Fiscal Year 2016 Budget and operating expenses are budgeted at $19,540,470, a 4.2% increase over the Fiscal Year 2016 Budget. Personal services create the largest cost for the General Fund and the 9.5% increase is due to anticipated salary increases per the union contracts, higher health care costs and a net increase of 15.58 full time equivalent (FTE) employees. Positions are being transferred from utility, finance and public works' "Keep Port St. Lucie Beautiful Initiative" because of reorganization of finance and neighborhood services, while other departments are adding staff to keep up with growth of unmet needs and demand on services. Increases in operating expenses are due to increased costs to maintain the VGTI research facility, provide necessary repairs to the civic center and an assumed 3% increase in general operating costs.

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Budgeted and Projected Revenues, Expenditures for the General Fund for Fiscal Year ending September 30, 2017

Revenues	Adopted Budget
Property Taxes	$37,154,088
Other Taxes	6,850,000
Utility Taxes	12,205,500
Franchise Fees	10,824,500
Licenses and Permits	1,207,659
Intergovernmental	11,363,820
Other	6,553,547
Budgeted Cash Carryforward	27,252,934
Fund Transfer	210,000
Total Revenues	$113,622,049
Expenditures	
Personal Services	$59,386,537
Operating Expenses	19,540,470
Capital Outlay	3,998,502
Debt Services (Includes VGTI)	6,013,158
Fund Transfer- CRA Debt	483,403
Admin. Credit	(6,485,332)
Fund Transfer	4,060,282
Contingency- Future Years	12,567,897
Contingency- Large Claims	900,000
Contingency- Financial Policy	13,157,132
Total Expenditures	$113,622,049

ENFORCEABILITY OF REMEDIES

The remedies available to 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 remedies specified by the Federal Bankruptcy Code, the Bond Resolution, the Series 2016 Bonds 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 (including Bond Counsel's approving opinion) 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 enacted before or after such delivery.

ACCURACY AND COMPLETENESS OF OFFICIAL STATEMENT

The references, excerpts, and summaries of all documents, statutes, and information concerning the City and certain reports and statistical data referred to herein do not purport to be complete, comprehensive and definitive and each such summary and reference is qualified in its entirety by reference to each such document 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 owners thereof and to each such statute, report or instrument.

The appendices attached hereto are integral parts of this Official Statement and must be read in their entirety together with all foregoing statements. 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 is to create, under any circumstances, any implication that there has been no change in the affairs of the City from the date hereof.

FORWARD-LOOKING STATEMENTS

This Official Statement contains certain "forward-looking statements" concerning the City's operations, performance and financial condition, including its future economic performance, plans and objectives and the likelihood of success in developing and expanding. These statements are based upon a number of assumptions and estimates which are subject to significant uncertainties, many of which are beyond the control of the City. The words "may," "would," "could," "will," "expect," "anticipate," "believe," "intend," "plan," "estimate" and similar expressions are meant to identify these forward-looking statements. Actual results may differ materially from those expressed or implied by these forward-looking statements.

MISCELLANEOUS

The references, excerpts and summaries of all documents, resolutions and ordinances referenced herein do not purport to be complete statements of the provisions of such documents, resolutions and ordinances, and reference is directed to all such documents, resolutions and ordinances for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for and the repayment of the Series 2016 Bonds and the rights and obligations of the holders thereof.

AUTHORIZATION OF OFFICIAL STATEMENT

The execution and delivery of this Official Statement has been duly authorized and approved by the City. At the time of delivery of the Series 2016 Bonds, the City will furnish a certificate to the effect that nothing has come to its attention which would lead it to believe that the Official Statement (other than information herein related to DTC, the book-entry only system of registration and the information contained under the caption "TAX MATTERS" as to which no such certification shall be made), as of its date and as of the date of delivery of the Series 2016 Bonds, contains an untrue statement of a material fact or omits to state a material fact which should be included therein for the purposes for which the Official Statement is intended to be used, or which is necessary to make the statements contained therein, in the light of the circumstances under which they were made, not misleading.

CITY OF PORT ST. LUCIE, FLORIDA

By:_____
Name: Gregory J. Oravec
Title: Mayor

By:_____
Name: Karen A. Phillips
Title: City Clerk

By: _____
Name: Edwin M. Fry, Jr.
Title: Finance Director/ Treasurer

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA

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 July 1, 2015 was 179,413.

City of Port St. Lucie and St. Lucie County, Florida
Population Trends 1960-2015

Year	City of Port St. Lucie	Average Annual Percentage Change	St. Lucie County	Average Annual Percentage Change	State of Florida	Average Annual Percentage Change
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	179,413	5.6	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.

On September 26, 2016, the City Council adopted a budget of $482,576,753 for Fiscal Year 2016-2017, a reduction of $76,792,400 from the Fiscal Year 2015-2016 budget.

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SOURCES OF REVENUES OF THE CITY

Set forth below are the City's 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	$58,210,95	$109,338	$199,740,86
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	12,201,341	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	17,692,425	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. 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 and many other privately owned golf courses in the City.

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. 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 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.

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.

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Principal Employers
St. Lucie County, Florida
2015

Employer	Number of Employees
St. Lucie School Board	5,273
Indian River State College	1,996
Lawnwood / HCA Medical	1,339
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
St. Lucie County	606
St. Lucie County Fire District	434
New Horizons of the Treasure Coast	360
City of Fort Pierce	350

Source: City of Port St. Lucie, Florida Annual Budget 2015-2016.

Personal Income
St. Lucie County, Florida
(2006—2015)

Fiscal Year	Total Personal Income (000's)	% Change	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
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
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 Values
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

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
(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.FDIC.gov
Summary of Deposits (SOD) data
Year 2006 - 2008 data are as of the end of the third quarter — September 30.
Year 2009 - 2015 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.

APPENDIX B

Comprehensive Annual Financial Report for the Fiscal Year Ended September 30, 2015

APPENDIX C

Form of the Bond Resolution

APPENDIX D

Form of Bond Counsel Opinion

APPENDIX E

Form of Continuing Disclosure Certificate

EXHIBIT C

FORM OF DISCLOSURE AGREEMENT

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Port St. Lucie, Florida (the "Issuer") in connection with the issuance of its $_____ General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds").

The Series 2016 Bonds are being issued pursuant to the Constitution and the laws of the State of Florida, including Chapter 166, Florida Statutes, as amended, Sections 132.33-132.47, Florida Statutes, as amended, the charter of the Issuer, Ordinance No. 05-71 enacted by the City Council of the Issuer (the "City Council") on April 25, 2005, as amended and supplemented from time to time, Resolution No. 05-R21 adopted by the City Council on April 4, 2005, Ordinance No. 16-81, enacted by the City Council on November 28, 2016, and other applicable provisions of law, and pursuant to Resolution No.16-R86 adopted by the City Council on November 28, 2016 (the "Bond Resolution"). Capitalized terms used but not otherwise defined herein shall have the same meaning as when used in the Bond Resolution unless the context would clearly indicate otherwise. The Issuer covenants and agrees as follows:

SECTION 1. PURPOSE OF THE 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 Series 2016 Bonds and in order to assist the Participating Underwriters 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 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.

"Dissemination Agent" shall mean the Issuer, 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 Underwriters" shall mean the original purchasers of the Bonds required to comply with the Rule in connection with offering of the Series 2016 Bonds.

"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.

SECTION 3. PROVISION OF ANNUAL REPORTS.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than April 30th after the end of the Issuer's last fiscal year (presently ends September 30), commencing with the report for the 2015-2016 fiscal year, provide to EMMA 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; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report only if they are not available by that date so long as they are provided when they become available. If the

Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5.

(b) Not later than fifteen (15) Business Days prior to said date, the Issuer shall provide the Annual Report to the Dissemination Agent (if other than the Issuer). If the Issuer is unable to provide to EMMA an Annual Report by the date required in subsection (a), the Issuer shall send a notice to EMMA, in substantially the form attached as Exhibit A, accompanied by a cover sheet in the form set forth as Exhibit B.

(c) The Dissemination Agent shall, 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 to EMMA.

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 Issuer 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 Issuer's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) An update of the tables entitled "Assessed Value of Taxable Property," "Property Taxes and Collections," "Property Tax Rates" and "Schedule of Ten Largest Taxpayers" from the Official Statement presented in a manner consistent with the presentation of such information in the Official Statement.

Relating to information to be provided to EMMA, the information provided under Section 4(b) may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from EMMA. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. REPORTING OF SIGNIFICANT EVENTS. Pursuant to the provisions of this Section 5, the Issuer shall give, or cause to be given, notice with EMMA of the occurrence in a timely manner not in excess of ten (10) business days after the occurrence of any of the following events with respect to the Series 2016 Bonds, 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 credit enhancements reflecting financial difficulties;

5. Substitution of 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 Series 2016 Bonds, or other material events affecting the tax status of the Series 2016 Bonds;

7. Modifications to rights of the holders of the Series 2016 Bonds, if material;

8. Series 2016 Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution, or sale of property securing repayment of the Series 2016 Bonds, if material;

11. Ratings changes;

12. An Event of Bankruptcy or similar event of an Obligated Person;

13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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 paying agent or the change of name of a trustee or paying agent, if material; and

15. Notice of any failure on the part of the Issuer to meet the requirements of Section 3 hereof.

SECTION 6. TERMINATION OF REPORTING OBLIGATION. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior

redemption or payment in full of all of the Series 2016 Bonds, so long as there is no remaining liability of the Issuer, or if the Rule is repealed or no longer in effect. If such termination occurs prior to the final maturity of the Series 2016 Bonds, the Issuer shall give notice of such termination in the same manner as for a Listed Event under Section 5.

SECTION 7. DISSEMINATION AGENT. 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 Issuer.

SECTION 8. 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), 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 Series 2016 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 Series 2016 Bonds in the same manner as provided in the Bond Ordinance for amendments to the Bond Ordinance 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 Series 2016 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. 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 9. ADDITIONAL INFORMATION. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer 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 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, as applicable, shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. DEFAULT. The continuing disclosure obligations of the Issuer set forth herein constitute a contract with the holders of the Series 2016 Bonds. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Series 2016 Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer, 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 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 Bond Ordinance.

SECTION 11. 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 attorney's 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 Series 2016 Bonds.

SECTION 12. BENEFICIARIES. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and holders and

Beneficial Owners from time to time of the Series 2016 Bonds, and shall create no rights in any other person or entity.

Dated: December ___, 2016

CITY OF PORT ST. LUCIE, FLORIDA

_____

Name: Gregory J. Oravec
Title: Mayor

ATTEST:

_____

Karen A. Phillips, City Clerk

EXHIBIT A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	City of Port St. Lucie, Florida
Obligated Person:	_____
Name(s) of Bond Issue(s):	City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016
Date(s) of Issuance:	December ___, 2016
Date(s) of Disclosure Certificate:	December ___, 2016
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 Series 2016 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._____"Bankruptcy, insolvency, receivership or similar event of the obligated person;"
13._____"Merger, consolidation, or acquisition of the obligated person, if material;" and
14._____"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

EXHIBIT D

ESCROW DEPOSIT AGREEMENT

ESCROW DEPOSIT AGREEMENT, dated as of _____, 2016 (this "Agreement"), by and between the **CITY OF PORT ST. LUCIE, FLORIDA,** a municipal corporation organized and existing under the laws of the State of Florida (the "City"), and **U.S. BANK NATIONAL ASSOCIATION**, 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 (the "Escrow Agent").

WHEREAS, the City has heretofore issued its City of Port St. Lucie, Florida General Obligation Bonds, Series 2005 (the "2005 Bonds") and General Obligation Bonds, Series 2006 (the "2006 Bonds") pursuant to Ordinance 05-71, enacted by the City Council of the City (the "City Council") on April 25, 2005, and Resolution 05-R61 adopted by the City Council on August 8, 2005, as amended and supplemented (the "Resolution"); and

WHEREAS, the City has determined to exercise its option under the Resolution to currently refund all of the 2005 Bonds and 2006 Bonds (the "Refunded Bonds") described in Schedule A hereto; and

WHEREAS, the City has determined to issue $_____ aggregate principal amount of its General Obligation Refunding Bonds, Series 2016 (the "Series 2016 Bonds") pursuant to Resolution No. 16-R86 adopted by the City Council on November 28, 2016, a portion of the proceeds of which Series 2016 Bonds will be used to provide payment for the Refunded Bonds and to discharge and satisfy the pledges, liens and other obligations of the City 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 2.07 and 6.02 thereto, are incorporated herein by reference. The Escrow Agent also acknowledges receipt of the verification report of Robert Thomas CPA, LLC, dated December __, 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 City by this writing exercises its option to cause the pledge of and lien created by the Resolution in favor of the registered owners of the Refunded Bonds to no longer be in effect.

SECTION 4. ESTABLISHMENT OF ESCROW FUND. There is hereby created and established with the Escrow Agent a special, segregated and irrevocable escrow fund designated the "City of Port St. Lucie, Florida General Obligation Bonds (Series 2005 and 2006) Escrow Deposit Trust Fund (the "Escrow Fund"). The Escrow Fund shall be held in the custody of the Escrow Agent as a trust fund for the benefit of the holders of the Refunded Bonds, separate and apart from other funds and accounts of the City and the Escrow Agent. The Escrow Agent hereby accepts the Escrow Fund and acknowledges the receipt of and deposit to the credit of the Escrow Fund the sum of $_____ received from the City from proceeds of the Series 2016 Bonds (the "Bond Proceeds").

SECTION 5. DEPOSIT OF MONEYS AND SECURITIES IN ESCROW FUND. The City hereby directs and the Escrow Agent represents and acknowledges that, concurrently with the deposit of the Bond Proceeds under Section 4 above, it has used $_____ of the Bond Proceeds to purchase on behalf of and for the account of the City 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 Fund, 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 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 December __, 2016, the Escrow Agent may, at the written direction of the City 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 City 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 City 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 City represents that the Cash Deposit in the Escrow Fund and the interest on and the principal amounts successively maturing on the Escrow Securities in 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 City shall timely deposit to the Escrow Fund, solely from legally available funds of the City, 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 City as promptly as possible, but the Escrow Agent shall in no manner be responsible for the City'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 United States Obligations (as described 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 City 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, including the timely transfer of money to the Trustee 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 Trustee 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 City 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 City and where, prior to any such reinvestment or substitution, the Escrow Agent has received from the City the following:

(a) a written verification report by a firm of independent certified public accountants, of recognized standing, appointed by the City 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 thereon, will be sufficient to pay the Refunded Bonds as described in Schedule C hereto (such verification shall not be necessary in the event the City 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 City 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 City 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 Trustee 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 City the proceeds thereof, together with all other money, if any, then remaining in the Escrow Fund.

SECTION 10. REDEMPTION OF REFUNDED BONDS. The City hereby irrevocably instructs the Escrow Agent to direct, on behalf of the City, that the Bond Registrar for the Refunded 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 such Refunded Bonds. Such notice(s) of redemption shall be given by the Bond Registrar for such Refunded Bonds in accordance with the Resolution. The Escrow Agent shall cause the Bond Registrar to file such redemption notice with the Electronic Municipal Market Access within ten business days of it being so given. The Refunded Bonds shall be redeemed on January __, 2017 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date.

SECTION 11. ESCROW FUND IRREVOCABLE. The Escrow Fund hereby created shall be irrevocable and the holders of the Refunded Bonds shall have an express lien on the Escrow Securities and Cash Deposit which is deposited in 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 City nor the Escrow Agent shall cause nor permit any other lien or interest whatsoever to be imposed upon the Escrow Fund.

SECTION 12. AMENDMENTS TO AGREEMENT. This Agreement is made for the benefit of the City 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 City 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 12, 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 12.

SECTION 13. FEES AND EXPENSES OF ESCROW AGENT; INDEMNIFICATION. In consideration of the services rendered by the Escrow Agent under this Agreement, the City 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 City 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 13 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 City. 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 City 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 City 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 City 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 14. REPORTING REQUIREMENTS OF ESCROW AGENT. As soon as practicable after January __, 2017, the Escrow Agent shall forward in writing to the City a statement in detail of the activity of the Escrow Fund, including the income and maturities of the Escrow Securities, and withdrawals of money from the Escrow Fund, since the date hereof.

The City acknowledges that to the extent the regulations of the Comptroller of the Currency or other applicable regulatory entity grant the City the right to receive individual confirmations of security transactions at no additional cost, as they occur, the City specifically waives receipt of such confirmations to the extent permitted by law.

SECTION 15. 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 20 days' written notice to the City 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 City 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 City 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 City 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 City shall immediately and without further act be superseded by the Escrow Agent so appointed by such holders. The City 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 15.

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 City pursuant to the foregoing provisions of this Section 15 within 20 days after written notice of resignation of the Escrow Agent has been given to the City, 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 City 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 City 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 authorized to transact trust business in Florida), 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 City 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 City 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 City 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 City.

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 16. 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 City.

SECTION 17. GOVERNING LAW. This Agreement shall be governed by the applicable laws of the State of Florida.

SECTION 18. SEVERABILITY. If any one or more of the covenants or agreements provided in this Agreement on the part of the City 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 19. 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 20. 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, Florida
Attention: Corporate Trust Department

City of Port St. Lucie, Florida
121 SW Port St. Lucie Blvd
Port St. Lucie, Florida 34984
Attention: Finance Director/City Treasurer

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, FLORIDA

(SEAL)

_____
Russell D. Blackburn, City Manager

ATTEST:

_____
Karen A. Phillips, City Clerk

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Agent

By:_____
Authorized Signatory

SCHEDULE A

DESCRIPTION OF THE REFUNDED BONDS

Refunded 2005 Bonds

Maturity (July 1)	Principal Amount	Interest Rate

Refunded 2006 Bonds

Maturity (July 1)	Principal Amount	Interest Rate

SCHEDULE B

ESCROW SECURITIES

SCHEDULE C

DEBT SERVICE REQUIREMENTS FOR REFUNDED BONDS

EXHIBIT E

FINANCIAL PLAN

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City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

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SOURCES AND USES OF FUNDS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Dated Date	12/22/2016
Delivery Date	12/22/2016

Sources:	Refunding Series 2005	Refunding Series 2006	Total
Bond Proceeds:			
Par Amount	9,945,000.00	24,210,000.00	34,155,000.00
Premium	1,408,061.00	3,469,343.60	4,877,404.60
	11,353,061.00	27,679,343.60	39,032,404.60

Uses:	Refunding Series 2005	Refunding Series 2006	Total
Refunding Escrow Deposits:			
Cash Deposit	244,713.18	657,138.02	901,851.20
SLGS Purchases	11,009,294.00	26,780,971.00	37,790,265.00
	11,254,007.18	27,438,109.02	38,692,116.20
Delivery Date Expenses:			
Cost of Issuance	49,328.82	120,184.58	169,513.40
Underwriter's Discount	49,725.00	121,050.00	170,775.00
	99,053.82	241,234.58	340,288.40
	11,353,061.00	27,679,343.60	39,032,404.60

BOND SUMMARY STATISTICS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Dated Date	12/22/2016
Delivery Date	12/22/2016
First Coupon	07/01/2017
Last Maturity	07/01/2035
Arbitrage Yield	3.148298%
True Interest Cost (TIC)	3.708409%
Net Interest Cost (NIC)	4.023356%
All-In TIC	3.750918%
Average Coupon	4.994443%
Average Life (years)	14.190
Duration of Issue (years)	10.482
Par Amount	34,155,000.00
Bond Proceeds	39,032,404.60
Total Interest	24,206,886.25
Net Interest	19,500,256.65
Bond Years from Dated Date	484,676,375.00
Bond Years from Delivery Date	484,676,375.00
Total Debt Service	58,361,886.25
Maximum Annual Debt Service	5,932,500.00
Average Annual Debt Service	3,150,439.20
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	113.780207

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	34,155,000.00	114.280	4.994%	14.190	28,824.65
	34,155,000.00			14.190	28,824.65

	TIC	All-In TIC	Arbitrage Yield
Par Value	34,155,000.00	34,155,000.00	34,155,000.00
+ Accrued Interest			
+ Premium (Discount)	4,877,404.60	4,877,404.60	4,877,404.60
- Underwriter's Discount	(170,775.00)	(170,775.00)	
- Cost of Issuance Expense		(169,513.40)	
- Other Amounts			
Target Value	38,861,629.60	38,692,116.20	39,032,404.60
Target Date	12/22/2016	12/22/2016	12/22/2016
Yield	3.708409%	3.750918%	3.148298%

BOND PRICING

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Bond Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Bond Component:									
	07/01/2017	1,710,000	2.000%	0.970%	100.537				9,182.70
	07/01/2025	1,675,000	5.000%	2.600%	118.244				305,587.00
	07/01/2026	1,795,000	5.000%	2.710%	119.110				343,024.50
	07/01/2027	1,885,000	5.000%	2.830%	118.006 C	2.993%	07/01/2026	100.000	339,413.10
	07/01/2028	1,985,000	5.000%	2.920%	117.186 C	3.205%	07/01/2026	100.000	341,142.10
	07/01/2029	2,080,000	5.000%	3.020%	116.282 C	3.393%	07/01/2026	100.000	338,665.60
	07/01/2030	2,180,000	5.000%	3.100%	115.565 C	3.542%	07/01/2026	100.000	339,317.00
	07/01/2031	2,290,000	5.000%	3.170%	114.943 C	3.664%	07/01/2026	100.000	342,194.70
	07/01/2032	2,405,000	5.000%	3.240%	114.324 C	3.772%	07/01/2026	100.000	344,492.20
	07/01/2033	5,125,000	5.000%	3.290%	113.884 C	3.856%	07/01/2026	100.000	711,555.00
	07/01/2034	5,380,000	5.000%	3.340%	113.447 C	3.931%	07/01/2026	100.000	723,448.60
	07/01/2035	5,645,000	5.000%	3.380%	113.098 C	3.993%	07/01/2026	100.000	739,382.10
		34,155,000							4,877,404.60

Dated Date	12/22/2016	
Delivery Date	12/22/2016	
First Coupon	07/01/2017	
Par Amount	34,155,000.00	
Premium	4,877,404.60	
Production	39,032,404.60	114.280207%
Underwriter's Discount	(170,775.00)	(0.500000%)
Purchase Price	38,861,629.60	113.780207%
Accrued Interest		
Net Proceeds	38,861,629.60	

BOND DEBT SERVICE

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Period Ending	Principal	Interest	Debt Service
07/01/2017	1,710,000	869,636.25	2,579,636.25
07/01/2018		1,622,250.00	1,622,250.00
07/01/2019		1,622,250.00	1,622,250.00
07/01/2020		1,622,250.00	1,622,250.00
07/01/2021		1,622,250.00	1,622,250.00
07/01/2022		1,622,250.00	1,622,250.00
07/01/2023		1,622,250.00	1,622,250.00
07/01/2024		1,622,250.00	1,622,250.00
07/01/2025	1,675,000	1,622,250.00	3,297,250.00
07/01/2026	1,795,000	1,538,500.00	3,333,500.00
07/01/2027	1,885,000	1,448,750.00	3,333,750.00
07/01/2028	1,985,000	1,354,500.00	3,339,500.00
07/01/2029	2,080,000	1,255,250.00	3,335,250.00
07/01/2030	2,180,000	1,151,250.00	3,331,250.00
07/01/2031	2,290,000	1,042,250.00	3,332,250.00
07/01/2032	2,405,000	927,750.00	3,332,750.00
07/01/2033	5,125,000	807,500.00	5,932,500.00
07/01/2034	5,380,000	551,250.00	5,931,250.00
07/01/2035	5,645,000	282,250.00	5,927,250.00
	34,155,000	24,206,886.25	58,361,886.25

BOND DEBT SERVICE

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
07/01/2017	1,710,000	869,636.25	2,579,636.25	2,579,636.25
01/01/2018		811,125.00	811,125.00	
07/01/2018		811,125.00	811,125.00	1,622,250.00
01/01/2019		811,125.00	811,125.00	
07/01/2019		811,125.00	811,125.00	1,622,250.00
01/01/2020		811,125.00	811,125.00	
07/01/2020		811,125.00	811,125.00	1,622,250.00
01/01/2021		811,125.00	811,125.00	
07/01/2021		811,125.00	811,125.00	1,622,250.00
01/01/2022		811,125.00	811,125.00	
07/01/2022		811,125.00	811,125.00	1,622,250.00
01/01/2023		811,125.00	811,125.00	
07/01/2023		811,125.00	811,125.00	1,622,250.00
01/01/2024		811,125.00	811,125.00	
07/01/2024		811,125.00	811,125.00	1,622,250.00
01/01/2025		811,125.00	811,125.00	
07/01/2025	1,675,000	811,125.00	2,486,125.00	3,297,250.00
01/01/2026		769,250.00	769,250.00	
07/01/2026	1,795,000	769,250.00	2,564,250.00	3,333,500.00
01/01/2027		724,375.00	724,375.00	
07/01/2027	1,885,000	724,375.00	2,609,375.00	3,333,750.00
01/01/2028		677,250.00	677,250.00	
07/01/2028	1,985,000	677,250.00	2,662,250.00	3,339,500.00
01/01/2029		627,625.00	627,625.00	
07/01/2029	2,080,000	627,625.00	2,707,625.00	3,335,250.00
01/01/2030		575,625.00	575,625.00	
07/01/2030	2,180,000	575,625.00	2,755,625.00	3,331,250.00
01/01/2031		521,125.00	521,125.00	
07/01/2031	2,290,000	521,125.00	2,811,125.00	3,332,250.00
01/01/2032		463,875.00	463,875.00	
07/01/2032	2,405,000	463,875.00	2,868,875.00	3,332,750.00
01/01/2033		403,750.00	403,750.00	
07/01/2033	5,125,000	403,750.00	5,528,750.00	5,932,500.00
01/01/2034		275,625.00	275,625.00	
07/01/2034	5,380,000	275,625.00	5,655,625.00	5,931,250.00
01/01/2035		141,125.00	141,125.00	
07/01/2035	5,645,000	141,125.00	5,786,125.00	5,927,250.00
	34,155,000	24,206,886.25	58,361,886.25	58,361,886.25

AGGREGATE DEBT SERVICE

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Period Ending	Refunding Series 2005	Refunding Series 2006	Series 2014	Aggregate Debt Service
07/01/2017	344,717.50	2,234,918.75	5,112,162.50	7,691,798.75
07/01/2018	493,000.00	1,129,250.00	6,525,812.50	8,148,062.50
07/01/2019	493,000.00	1,129,250.00	6,774,812.50	8,397,062.50
07/01/2020	493,000.00	1,129,250.00	7,030,612.50	8,652,862.50
07/01/2021	493,000.00	1,129,250.00	7,159,862.50	8,782,112.50
07/01/2022	493,000.00	1,129,250.00	7,162,362.50	8,784,612.50
07/01/2023	493,000.00	1,129,250.00	7,163,612.50	8,785,862.50
07/01/2024	493,000.00	1,129,250.00	7,163,112.50	8,785,362.50
07/01/2025	2,168,000.00	1,129,250.00	5,200,362.50	8,497,612.50
07/01/2026	409,250.00	2,924,250.00	5,202,862.50	8,536,362.50
07/01/2027	409,250.00	2,924,500.00	5,200,656.26	8,534,406.26
07/01/2028	409,250.00	2,930,250.00	5,199,631.26	8,539,131.26
07/01/2029	409,250.00	2,926,000.00	5,199,250.00	8,534,500.00
07/01/2030	409,250.00	2,922,000.00	5,203,050.00	8,534,300.00
07/01/2031	409,250.00	2,923,000.00	5,202,900.00	8,535,150.00
07/01/2032	409,250.00	2,923,500.00	5,204,200.00	8,536,950.00
07/01/2033	3,009,250.00	2,923,250.00	2,321,500.00	8,254,000.00
07/01/2034	3,004,250.00	2,927,000.00	2,326,250.00	8,257,500.00
07/01/2035	3,003,000.00	2,924,250.00	2,325,750.00	8,253,000.00
	17,844,967.50	40,516,918.75	102,678,762.52	161,040,648.77

COST OF ISSUANCE

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Cost of Issuance	$/1000	Amount
Contingency	0.08130	2,776.90
Bond Counsel	1.68299	57,482.50
Bond Counsel Expenses	0.08783	3,000.00
Disclosure Counsel	1.17809	40,237.75
Disclosure Counsel Expenses	0.04392	1,500.00
Financial Advisor	0.75000	25,616.25
Financial Advisor Expenses	0.04392	1,500.00
S&P	0.73196	25,000.00
Paying Agent/Registrar	0.01464	500.00
Escrow Agent	0.04392	1,500.00
Verification	0.03513	1,200.00
Bond Buyer Advertisement	0.07320	2,500.00
PSL Local Advertisement	0.07320	2,500.00
Bond Printing	0.12297	4,200.00
	4.96306	169,513.40

UNDERWRITER'S DISCOUNT

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Underwriter's Discount	$/1000	Amount
Other Underwriter's Discount	5.00	170,775.00
	5.00	170,775.00

SUMMARY OF BONDS REFUNDED

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Bond	Maturity Date	Interest Rate	Par Amount	Call Date	Call Price
General Obligation Bonds, Series 2005, 2005_2:					
SERIAL	07/01/2025	4.250%	1,960,000.00	01/21/2017	100.000
TERM35	07/01/2033	4.500%	2,880,000.00	01/21/2017	100.000
	07/01/2034	4.500%	3,005,000.00	01/21/2017	100.000
	07/01/2035	4.500%	3,140,000.00	01/21/2017	100.000
			10,985,000.00		
General Obligation Bonds, Series 2006, 2006_2:					
SERIAL	07/01/2017	4.000%	1,125,000.00	01/21/2017	100.000
	07/01/2026	4.500%	2,045,000.00	01/21/2017	100.000
TERM30	07/01/2027	5.000%	2,135,000.00	01/21/2017	100.000
	07/01/2028	5.000%	2,245,000.00	01/21/2017	100.000
	07/01/2029	5.000%	2,355,000.00	01/21/2017	100.000
	07/01/2030	5.000%	2,470,000.00	01/21/2017	100.000
TERM35	07/01/2031	5.000%	2,595,000.00	01/21/2017	100.000
	07/01/2032	5.000%	2,725,000.00	01/21/2017	100.000
	07/01/2033	5.000%	2,860,000.00	01/21/2017	100.000
	07/01/2034	5.000%	3,005,000.00	01/21/2017	100.000
	07/01/2035	5.000%	3,155,000.00	01/21/2017	100.000
			26,715,000.00		
			37,700,000.00		

SAVINGS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 12/22/2016 @ 3.7509181%
07/01/2017	2,928,700.00	2,579,636.25	349,063.75	358,906.58
07/01/2018	1,758,700.00	1,622,250.00	136,450.00	130,141.21
07/01/2019	1,758,700.00	1,622,250.00	136,450.00	125,393.69
07/01/2020	1,758,700.00	1,622,250.00	136,450.00	120,819.36
07/01/2021	1,758,700.00	1,622,250.00	136,450.00	116,411.90
07/01/2022	1,758,700.00	1,622,250.00	136,450.00	112,165.22
07/01/2023	1,758,700.00	1,622,250.00	136,450.00	108,073.46
07/01/2024	1,758,700.00	1,622,250.00	136,450.00	104,130.97
07/01/2025	3,718,700.00	3,297,250.00	421,450.00	307,947.21
07/01/2026	3,720,400.00	3,333,500.00	386,900.00	272,465.73
07/01/2027	3,718,375.00	3,333,750.00	384,625.00	260,973.25
07/01/2028	3,721,625.00	3,339,500.00	382,125.00	249,747.57
07/01/2029	3,719,375.00	3,335,250.00	384,125.00	241,816.00
07/01/2030	3,716,625.00	3,331,250.00	385,375.00	233,672.80
07/01/2031	3,718,125.00	3,332,250.00	385,875.00	225,360.65
07/01/2032	3,718,375.00	3,332,750.00	385,625.00	216,918.83
07/01/2033	6,597,125.00	5,932,500.00	664,625.00	359,899.35
07/01/2034	6,594,525.00	5,931,250.00	663,275.00	345,986.50
07/01/2035	6,594,050.00	5,927,250.00	666,800.00	335,058.23
	64,776,900.00	58,361,886.25	6,415,013.75	4,225,888.53

Savings Summary

Dated Date	12/22/2016
Delivery Date	12/22/2016
PV of savings from cash flow	4,225,888.53
Net PV Savings	4,225,888.53

SUMMARY OF REFUNDING RESULTS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

	Refunding Series 2005	Refunding Series 2006	Total
Dated Date	12/22/2016	12/22/2016	12/22/2016
Delivery Date	12/22/2016	12/22/2016	12/22/2016
Arbitrage Yield	3.148298%	3.148298%	3.148298%
Escrow Yield	0.326724%	0.326723%	0.326724%
Value of Negative Arbitrage	24,780.36	60,280.18	85,060.54
Bond Par Amount	9,945,000.00	24,210,000.00	34,155,000.00
True Interest Cost	3.827933%	3.652530%	3.708409%
Net Interest Cost	4.139589%	3.967125%	4.023356%
All-In TIC	3.867117%	3.696607%	3.750918%
Average Coupon	4.999153%	4.992165%	4.994443%
Average Life	15.890	13.492	14.190
Par amount of refunded bonds	10,985,000.00	26,715,000.00	37,700,000.00
Average coupon of refunded bonds	4.476148%	4.972057%	4.812647%
Average life of refunded bonds	15.943	13.838	14.451
PV of prior debt	12,151,378.71	30,766,626.01	42,918,004.73
Net PV Savings	750,253.02	3,475,635.51	4,225,888.53
Percentage savings of refunded bonds	6.829795%	13.010052%	11.209253%

ESCROW REQUIREMENTS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Dated Date	12/22/2016
Delivery Date	12/22/2016

Period Ending	Interest	Principal Redeemed	Total
01/01/2017	901,850.00		901,850.00
01/21/2017	100,205.56	37,700,000.00	37,800,205.56
	1,002,055.56	37,700,000.00	38,702,055.56

ESCROW DESCRIPTIONS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

	Type of Security	Type of SLGS	Maturity Date	First Int Pmt Date	Par Amount	Rate	Max Rate
Dec 22, 2016:							
	SLGS	Certificate	01/21/2017	01/21/2017	37,790,265	0.320%	0.320%
					37,790,265		

SLGS Summary

SLGS Rates File	16NOV16
Total Certificates of Indebtedness	37,790,265.00

ESCROW COST

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Type of Security	Maturity Date	Par Amount	Rate	Total Cost
SLGS	01/21/2017	37,790,265	0.320%	37,790,265.00
		37,790,265		37,790,265.00

Purchase Date	Cost of Securities	Cash Deposit	Total Escrow Cost
12/22/2016	37,790,265	901,851.20	38,692,116.20
	37,790,265	901,851.20	38,692,116.20

ESCROW CASH FLOW

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Date	Principal	Interest	Net Escrow Receipts
01/21/2017	37,790,265.00	9,939.36	37,800,204.36
	37,790,265.00	9,939.36	37,800,204.36

Escrow Cost Summary

Purchase date	12/22/2016
Purchase cost of securities	37,790,265.00

ESCROW STATISTICS

City of Port St. Lucie, Florida
General Obligation Refunding Bonds, Series 2016
(Refunded Bonds: Series 2005 & 2006)
Scale: AA- market rates as of 11/16/16
Preliminary/ Subject to Change

Uniform by Series

Escrow	Total Escrow Cost	Modified Duration (years)	Yield to Receipt Date	Yield to Disbursement Date	Perfect Escrow Cost	Value of Negative Arbitrage	Cost of Dead Time
Refunding Series 2005, Global Proceeds Escrow:							
	11,254,007.18	0.080	0.326724%	0.326724%	11,229,035.79	24,780.36	191.03
Refunding Series 2006, Global Proceeds Escrow:							
	27,438,109.02	0.080	0.326723%	0.326723%	27,377,315.85	60,280.18	512.99
	38,692,116.20				38,606,351.64	85,060.54	704.02

Delivery date	12/22/2016
Arbitrage yield	3.148298%

BOND SUMMARY STATISTICS

City of Port St. Lucie, Florida
Refunding Series 2005
Preliminary/ Subject to Change

Dated Date	12/22/2016
Delivery Date	12/22/2016
First Coupon	07/01/2017
Last Maturity	07/01/2035
Arbitrage Yield	3.148298%
True Interest Cost (TIC)	3.827933%
Net Interest Cost (NIC)	4.139589%
All-In TIC	3.867117%
Average Coupon	4.999153%
Average Life (years)	15.890
Duration of Issue (years)	11.384
Par Amount	9,945,000.00
Bond Proceeds	11,353,061.00
Total Interest	7,899,967.50
Net Interest	6,541,631.50
Bond Years from Dated Date	158,026,125.00
Bond Years from Delivery Date	158,026,125.00
Total Debt Service	17,844,967.50
Maximum Annual Debt Service	3,009,250.00
Average Annual Debt Service	963,291.09
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	113.658482

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	9,945,000.00	114.158	4.999%	15.890	8,585.45
	9,945,000.00			15.890	8,585.45

	TIC	All-In TIC	Arbitrage Yield
Par Value	9,945,000.00	9,945,000.00	9,945,000.00
+ Accrued Interest			
+ Premium (Discount)	1,408,061.00	1,408,061.00	1,408,061.00
- Underwriter's Discount	(49,725.00)	(49,725.00)	
- Cost of Issuance Expense		(49,328.82)	
- Other Amounts			
Target Value	11,303,336.00	11,254,007.18	11,353,061.00
Target Date	12/22/2016	12/22/2016	12/22/2016
Yield	3.827933%	3.867117%	3.148298%

BOND DEBT SERVICE

City of Port St. Lucie, Florida
Refunding Series 2005
Preliminary/ Subject to Change

Period Ending	Principal	Interest	Debt Service
07/01/2017	85,000	259,717.50	344,717.50
07/01/2018		493,000.00	493,000.00
07/01/2019		493,000.00	493,000.00
07/01/2020		493,000.00	493,000.00
07/01/2021		493,000.00	493,000.00
07/01/2022		493,000.00	493,000.00
07/01/2023		493,000.00	493,000.00
07/01/2024		493,000.00	493,000.00
07/01/2025	1,675,000	493,000.00	2,168,000.00
07/01/2026		409,250.00	409,250.00
07/01/2027		409,250.00	409,250.00
07/01/2028		409,250.00	409,250.00
07/01/2029		409,250.00	409,250.00
07/01/2030		409,250.00	409,250.00
07/01/2031		409,250.00	409,250.00
07/01/2032		409,250.00	409,250.00
07/01/2033	2,600,000	409,250.00	3,009,250.00
07/01/2034	2,725,000	279,250.00	3,004,250.00
07/01/2035	2,860,000	143,000.00	3,003,000.00
	9,945,000	7,899,967.50	17,844,967.50

SAVINGS

City of Port St. Lucie, Florida
Refunding Series 2005
Preliminary/ Subject to Change

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 12/22/2016 @ 3.7509181%
07/01/2017	489,425.00	344,717.50	144,707.50	146,412.44
07/01/2018	489,425.00	493,000.00	(3,575.00)	(3,409.71)
07/01/2019	489,425.00	493,000.00	(3,575.00)	(3,285.32)
07/01/2020	489,425.00	493,000.00	(3,575.00)	(3,165.48)
07/01/2021	489,425.00	493,000.00	(3,575.00)	(3,050.00)
07/01/2022	489,425.00	493,000.00	(3,575.00)	(2,938.74)
07/01/2023	489,425.00	493,000.00	(3,575.00)	(2,831.53)
07/01/2024	489,425.00	493,000.00	(3,575.00)	(2,728.24)
07/01/2025	2,449,425.00	2,168,000.00	281,425.00	204,986.20
07/01/2026	406,125.00	409,250.00	(3,125.00)	(2,214.00)
07/01/2027	406,125.00	409,250.00	(3,125.00)	(2,133.24)
07/01/2028	406,125.00	409,250.00	(3,125.00)	(2,055.42)
07/01/2029	406,125.00	409,250.00	(3,125.00)	(1,980.44)
07/01/2030	406,125.00	409,250.00	(3,125.00)	(1,908.19)
07/01/2031	406,125.00	409,250.00	(3,125.00)	(1,838.58)
07/01/2032	406,125.00	409,250.00	(3,125.00)	(1,771.51)
07/01/2033	3,286,125.00	3,009,250.00	276,875.00	149,809.10
07/01/2034	3,281,525.00	3,004,250.00	277,275.00	144,554.61
07/01/2035	3,281,300.00	3,003,000.00	278,300.00	139,801.05
	19,056,650.00	17,844,967.50	1,211,682.50	750,253.02

Savings Summary

Dated Date	12/22/2016
Delivery Date	12/22/2016
PV of savings from cash flow	750,253.02
Net PV Savings	750,253.02

PRIOR BOND DEBT SERVICE

City of Port St. Lucie, Florida
Refunding Series 2005
Preliminary/ Subject to Change

Dated Date	12/22/2016
Delivery Date	12/22/2016

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
01/01/2017		244,712.50	244,712.50	
07/01/2017		244,712.50	244,712.50	489,425
01/01/2018		244,712.50	244,712.50	
07/01/2018		244,712.50	244,712.50	489,425
01/01/2019		244,712.50	244,712.50	
07/01/2019		244,712.50	244,712.50	489,425
01/01/2020		244,712.50	244,712.50	
07/01/2020		244,712.50	244,712.50	489,425
01/01/2021		244,712.50	244,712.50	
07/01/2021		244,712.50	244,712.50	489,425
01/01/2022		244,712.50	244,712.50	
07/01/2022		244,712.50	244,712.50	489,425
01/01/2023		244,712.50	244,712.50	
07/01/2023		244,712.50	244,712.50	489,425
01/01/2024		244,712.50	244,712.50	
07/01/2024		244,712.50	244,712.50	489,425
01/01/2025		244,712.50	244,712.50	
07/01/2025	1,960,000	244,712.50	2,204,712.50	2,449,425
01/01/2026		203,062.50	203,062.50	
07/01/2026		203,062.50	203,062.50	406,125
01/01/2027		203,062.50	203,062.50	
07/01/2027		203,062.50	203,062.50	406,125
01/01/2028		203,062.50	203,062.50	
07/01/2028		203,062.50	203,062.50	406,125
01/01/2029		203,062.50	203,062.50	
07/01/2029		203,062.50	203,062.50	406,125
01/01/2030		203,062.50	203,062.50	
07/01/2030		203,062.50	203,062.50	406,125
01/01/2031		203,062.50	203,062.50	
07/01/2031		203,062.50	203,062.50	406,125
01/01/2032		203,062.50	203,062.50	
07/01/2032		203,062.50	203,062.50	406,125
01/01/2033		203,062.50	203,062.50	
07/01/2033	2,880,000	203,062.50	3,083,062.50	3,286,125
01/01/2034		138,262.50	138,262.50	
07/01/2034	3,005,000	138,262.50	3,143,262.50	3,281,525
01/01/2035		70,650.00	70,650.00	
07/01/2035	3,140,000	70,650.00	3,210,650.00	3,281,300
	10,985,000	8,071,650.00	19,056,650.00	19,056,650

BOND SUMMARY STATISTICS

City of Port St. Lucie, Florida
Refunding Series 2006
Preliminary/ Subject to Change

Dated Date	12/22/2016
Delivery Date	12/22/2016
First Coupon	07/01/2017
Last Maturity	07/01/2035
Arbitrage Yield	3.148298%
True Interest Cost (TIC)	3.652530%
Net Interest Cost (NIC)	3.967125%
All-In TIC	3.696607%
Average Coupon	4.992165%
Average Life (years)	13.492
Duration of Issue (years)	10.105
Par Amount	24,210,000.00
Bond Proceeds	27,679,343.60
Total Interest	16,306,918.75
Net Interest	12,958,625.15
Bond Years from Dated Date	326,650,250.00
Bond Years from Delivery Date	326,650,250.00
Total Debt Service	40,516,918.75
Maximum Annual Debt Service	2,930,250.00
Average Annual Debt Service	2,187,148.11
Underwriter's Fees (per $1000)	
Average Takedown	
Other Fee	5.000000
Total Underwriter's Discount	5.000000
Bid Price	113.830209

Bond Component	Par Value	Price	Average Coupon	Average Life	PV of 1 bp change
Bond Component	24,210,000.00	114.330	4.992%	13.492	20,239.20
	24,210,000.00			13.492	20,239.20

	TIC	All-In TIC	Arbitrage Yield
Par Value	24,210,000.00	24,210,000.00	24,210,000.00
+ Accrued Interest			
+ Premium (Discount)	3,469,343.60	3,469,343.60	3,469,343.60
- Underwriter's Discount	(121,050.00)	(121,050.00)	
- Cost of Issuance Expense		(120,184.58)	
- Other Amounts			
Target Value	27,558,293.60	27,438,109.02	27,679,343.60
Target Date	12/22/2016	12/22/2016	12/22/2016
Yield	3.652530%	3.696607%	3.148298%

BOND DEBT SERVICE

City of Port St. Lucie, Florida
Refunding Series 2006
Preliminary/ Subject to Change

Period Ending	Principal	Interest	Debt Service
07/01/2017	1,625,000	609,918.75	2,234,918.75
07/01/2018		1,129,250.00	1,129,250.00
07/01/2019		1,129,250.00	1,129,250.00
07/01/2020		1,129,250.00	1,129,250.00
07/01/2021		1,129,250.00	1,129,250.00
07/01/2022		1,129,250.00	1,129,250.00
07/01/2023		1,129,250.00	1,129,250.00
07/01/2024		1,129,250.00	1,129,250.00
07/01/2025		1,129,250.00	1,129,250.00
07/01/2026	1,795,000	1,129,250.00	2,924,250.00
07/01/2027	1,885,000	1,039,500.00	2,924,500.00
07/01/2028	1,985,000	945,250.00	2,930,250.00
07/01/2029	2,080,000	846,000.00	2,926,000.00
07/01/2030	2,180,000	742,000.00	2,922,000.00
07/01/2031	2,290,000	633,000.00	2,923,000.00
07/01/2032	2,405,000	518,500.00	2,923,500.00
07/01/2033	2,525,000	398,250.00	2,923,250.00
07/01/2034	2,655,000	272,000.00	2,927,000.00
07/01/2035	2,785,000	139,250.00	2,924,250.00
	24,210,000	16,306,918.75	40,516,918.75

SAVINGS

City of Port St. Lucie, Florida
Refunding Series 2006
Preliminary/ Subject to Change

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 12/22/2016 @ 3.7509181%
07/01/2017	2,439,275.00	2,234,918.75	204,356.25	212,494.14
07/01/2018	1,269,275.00	1,129,250.00	140,025.00	133,550.92
07/01/2019	1,269,275.00	1,129,250.00	140,025.00	128,679.02
07/01/2020	1,269,275.00	1,129,250.00	140,025.00	123,984.84
07/01/2021	1,269,275.00	1,129,250.00	140,025.00	119,461.90
07/01/2022	1,269,275.00	1,129,250.00	140,025.00	115,103.96
07/01/2023	1,269,275.00	1,129,250.00	140,025.00	110,905.00
07/01/2024	1,269,275.00	1,129,250.00	140,025.00	106,859.21
07/01/2025	1,269,275.00	1,129,250.00	140,025.00	102,961.01
07/01/2026	3,314,275.00	2,924,250.00	390,025.00	274,679.73
07/01/2027	3,312,250.00	2,924,500.00	387,750.00	263,106.48
07/01/2028	3,315,500.00	2,930,250.00	385,250.00	251,802.98
07/01/2029	3,313,250.00	2,926,000.00	387,250.00	243,796.44
07/01/2030	3,310,500.00	2,922,000.00	388,500.00	235,580.98
07/01/2031	3,312,000.00	2,923,000.00	389,000.00	227,199.23
07/01/2032	3,312,250.00	2,923,500.00	388,750.00	218,690.34
07/01/2033	3,311,000.00	2,923,250.00	387,750.00	210,090.25
07/01/2034	3,313,000.00	2,927,000.00	386,000.00	201,431.89
07/01/2035	3,312,750.00	2,924,250.00	388,500.00	195,257.18
	45,720,250.00	40,516,918.75	5,203,331.25	3,475,635.51

Savings Summary

Dated Date	12/22/2016
Delivery Date	12/22/2016
PV of savings from cash flow	3,475,635.51
Net PV Savings	3,475,635.51

PRIOR BOND DEBT SERVICE

City of Port St. Lucie, Florida
Refunding Series 2006
Preliminary/ Subject to Change

Dated Date	12/22/2016
Delivery Date	12/22/2016

Period Ending	Principal	Interest	Debt Service	Annual Debt Service
01/01/2017		657,137.50	657,137.50	
07/01/2017	1,125,000	657,137.50	1,782,137.50	2,439,275
01/01/2018		634,637.50	634,637.50	
07/01/2018		634,637.50	634,637.50	1,269,275
01/01/2019		634,637.50	634,637.50	
07/01/2019		634,637.50	634,637.50	1,269,275
01/01/2020		634,637.50	634,637.50	
07/01/2020		634,637.50	634,637.50	1,269,275
01/01/2021		634,637.50	634,637.50	
07/01/2021		634,637.50	634,637.50	1,269,275
01/01/2022		634,637.50	634,637.50	
07/01/2022		634,637.50	634,637.50	1,269,275
01/01/2023		634,637.50	634,637.50	
07/01/2023		634,637.50	634,637.50	1,269,275
01/01/2024		634,637.50	634,637.50	
07/01/2024		634,637.50	634,637.50	1,269,275
01/01/2025		634,637.50	634,637.50	
07/01/2025		634,637.50	634,637.50	1,269,275
01/01/2026		634,637.50	634,637.50	
07/01/2026	2,045,000	634,637.50	2,679,637.50	3,314,275
01/01/2027		588,625.00	588,625.00	
07/01/2027	2,135,000	588,625.00	2,723,625.00	3,312,250
01/01/2028		535,250.00	535,250.00	
07/01/2028	2,245,000	535,250.00	2,780,250.00	3,315,500
01/01/2029		479,125.00	479,125.00	
07/01/2029	2,355,000	479,125.00	2,834,125.00	3,313,250
01/01/2030		420,250.00	420,250.00	
07/01/2030	2,470,000	420,250.00	2,890,250.00	3,310,500
01/01/2031		358,500.00	358,500.00	
07/01/2031	2,595,000	358,500.00	2,953,500.00	3,312,000
01/01/2032		293,625.00	293,625.00	
07/01/2032	2,725,000	293,625.00	3,018,625.00	3,312,250
01/01/2033		225,500.00	225,500.00	
07/01/2033	2,860,000	225,500.00	3,085,500.00	3,311,000
01/01/2034		154,000.00	154,000.00	
07/01/2034	3,005,000	154,000.00	3,159,000.00	3,313,000
01/01/2035		78,875.00	78,875.00	
07/01/2035	3,155,000	78,875.00	3,233,875.00	3,312,750
	26,715,000	19,005,250.00	45,720,250.00	45,720,250

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11F
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager

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

Agenda Item: Resolution: Resolution 16- R86, General Obligation Refunding Bonds, Series 2016

Submittal Date: 11/18/2016

STRATEGIC PLAN LINK: Goal 1 – Financially Sound City, High Performance City Organization: Maintain a fiscally responsible level of debt.

BACKGROUND:

On June 7, 2005, 89% of the City residents who voted in a referendum approved the issuance of general obligation bonds in an amount not to exceed $165,000,000 to pay the costs of constructing a transportation corridor on West Virginia Drive, now referred to as the Crosstown Parkway.

In August, 2005, the City issued the first series of general obligation bonds in the amount of $49,285,000. In August 2006, the City issued the second series of general obligation bonds in the amount of $44,545,000. Proceeds from the two bond issues were used to acquire right-of-way and construct the following sections of the Crosstown parkway:

- Segment 2 – Floresta to Bayshore, East of the Florida Turnpike,
- Segment 3 – the bridge over the Florida Turnpike,
- Segment 4 – Cashmere to I-95, and
- Segment 5 - I-95 Interchange.

ANALYSIS:

The City's Debt Policy requires a debt service savings of at least 5% of the refunded bonds and present value savings of at least $400,000. Based on market rates as of November 16, 2016, the City's financial advisor estimates the City could achieve an

11% debt service savings by refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, and realize a net present value savings of $4.2 million. The average coupon of the Series 2005 Bonds is 4.47% and the average coupon of the Series 2006 Bonds is 4.97%. Based on market rates as of November 16, 2016, the average coupon of the Series 2016 Refunding Bonds would be 4.99%. Starting in FY 2018, the approximate annual debt service savings would be $136,000 and then increase to approximately $386,000 in FY 2026. All of the figures for the Series 2016 Refunding Bonds are based on market rates as of November 16, 2016 and the debt service savings, net present value savings, average coupon, and annual debt service savings will vary depending on the market rates at the time the Bonds are sold.

Refunding all of the General Obligation Bonds, Series 2005, and General Obligation Bonds Series 2006, with proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, may provide a future cash flow savings of $6,415,014.

Current Debt Principal	Current Debt Interest	Estimated New Debt Principal	Estimated New Debt Interest	Cash Flow Savings	Net Present Value Savings
$37,700,000	$27,076,900	$34,155,000	$24,206,886	$6,415,014	$4,225,889

Actual savings will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the General Obligation Bonds, Series 2005 is $10,985,000 and the outstanding principal balance of the General Obligation Bonds, Series 2006 is $26,715,000. Both Series of Bonds can be redeemed with 30 days' notice to the Bond Holders. Proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, will be used to 1) deposit funds in an escrow account to redeem the principal and pay the accrued interest of the General Obligation Bonds, Series 2005 and 2006, and 2) pay costs of issuance.

Based on market rates as of November 16, 2016, proceeds from the sale of the General Obligation Refunding Bonds, Series 2016, would be $39,032,404. Sources and uses of funds for the refunding transaction are estimated as follows:

Sources:	
Bond Proceeds	$39,032,405
Uses:	
Deposit to Escrow Account	$38,692,116
Underwriter's Discount	$170,775
Bond Counsel	$60,482
Disclosure Counsel	$41,738

Financial Advisor	$27,116
Rating Agency	$25,000
Miscellaneous	$15,178

Actual proceeds and costs will vary from the amounts above based on market rates at the time of the sale of the General Obligation Refunding Bonds, Series 2016.

LEGAL INFORMATION: Resolution No. 16-R86 was prepared by the City's bond counsel Nabors, Giblin & Nickerson, P.A.; said proposed Resolution 16-R86 has been reviewed and approved as to form by O. Reginald Osenton, City Attorney on November 18, 2016.

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 16-R86 authorizing the issuance of not exceeding $40,000,000 in aggregate principal amount of General Obligation Refunding Bonds, Series 2016.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION: None.

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Resolution 16 - R86

RECEIVED

NOV 1 6 2016

CITY MANAGER'S OFFICE

CITY OF PORT ST. LUCIE, FLORIDA

GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016

ADOPTED NOVEMBER 28, 2016

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EXHIBIT E FINANCIAL PLAN

RESOLUTION NO. 16-R86

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $40,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016 TO REFUND ALL OF THE CITY'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES 2005 AND GENERAL OBLIGATION BONDS, SERIES 2006 IN ORDER TO ACHIEVE DEBT SERVICE SAVINGS FOR THE CITY; PLEDGING THE PROCEEDS OF AD VALOREM TAXES LEVIED WITHOUT LIMIT ON ALL TAXABLE PROPERTY WITHIN THE CITY TO SECURE THE PAYMENT OF THE PRINCIPAL OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON SUCH BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH SUCH BONDS; AUTHORIZING THE AWARDING OF SAID BONDS PURSUANT TO A PUBLIC BID; AUTHORIZING THE PREPARATION AND ADVERTISING OF AN OFFICIAL NOTICE OF SALE; DELEGATING CERTAIN AUTHORITY TO THE CITY MANAGER FOR THE AWARD OF THE BONDS AND THE APPROVAL OF THE TERMS AND DETAILS OF SAID BONDS; ESTABLISHING A BOOK-ENTRY REGISTRATION SYSTEM FOR 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 TO SUCH BONDS; 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; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

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

ARTICLE I
GENERAL

SECTION 1.01. DEFINITIONS. When used in this Resolution, the following terms shall have the following meanings, unless the context clearly otherwise requires:

"Act" shall mean Chapter 166, Florida Statutes, Sections 132.33-132.47, Florida Statutes, the Charter of the Issuer, the Original Ordinance, the Referendum Resolution, Ordinance No. 16-81, enacted by the Council on November 28, 2016, and other applicable provisions of law.

"Act of Bankruptcy" shall mean (1) the Issuer shall be adjudicated a bankrupt or become subject to an order for relief under federal bankruptcy law, (2) the Issuer shall

institute any proceedings seeking an order for relief under federal bankruptcy law or seeking to be adjudicated as bankrupt or insolvent, or seeking dissolution, winding up, liquidation, reorganization, arrangement, adjustment or composition of it or its debts under any law relating to bankruptcy or insolvency, (3) there shall be appointed a receiver, liquidator or similar official for the Issuer under any law relating to bankruptcy or insolvency, or (4) without the application, approval or consent of the Issuer, a receiver, trustee, examiner, liquidator or similar official shall be appointed for the Issuer, or a proceeding described in (2) above shall be instituted against the Issuer, and such appointment continues undischarged or such proceeding continues undismissed or unstayed for a period of thirty (30) consecutive days. The mere declaration of a state of financial emergency under Section 218.503, Florida Statutes, shall not, in and of itself, constitute an Act of Bankruptcy.

"Ad Valorem Taxes" shall mean the ad valorem taxes levied by the Issuer without limit on all taxable property within the Issuer to pay the Annual Debt Service on the Bonds as authorized by the Original Ordinance and approved by a majority of the qualified electors of the Issuer voting in the Bond Referendum Election.

"Amortization Installment" shall mean an amount designated as such pursuant to the provisions of this Resolution and established with respect to Term Bonds.

"Annual Debt Service" shall mean, at any time, the aggregate amount in the then current Bond Year of (1) interest required to be paid on the Outstanding Bonds during such Bond Year, except to the extent that such interest is to be paid from deposits in the Sinking Fund made from Bond proceeds, (2) principal of Outstanding Serial Bonds maturing in such Bond Year, and (3) the Amortization Installments herein designated with respect to such Bond Year.

"Authorized Investments" shall mean any investments that may be made by the Issuer under applicable law and which are allowed under the Issuer's investment policy.

"Bond Counsel" shall mean Nabors, Giblin & Nickerson, P.A., or any other attorney at law or firm of attorneys, of nationally recognized standing in matters pertaining to the federal tax exemption of interest on obligations issued by states and political subdivisions, and duly admitted to practice law before the highest court of any state of the United States of America.

"Bond Referendum Election" shall mean the bond referendum election held on June 7, 2005, to determine whether the Issuer was authorized to issue not exceeding $165,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the Issuer for the purpose of financing costs of the Project.

"Bond Year" shall mean the period commencing on July 2 of each year and continuing through the next succeeding July 1, or such other period as may be provided by resolution of the Issuer.

"Bondholder" or **"Holder"** or **"holder"** or any similar term, when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Outstanding Bond or Bonds as provided in the registration books of the Issuer.

"Bonds" shall mean the City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016, issued pursuant to this Resolution.

"Business Day" shall mean any day other than (1) a Saturday or Sunday or a legal holiday on which banking institutions in the cities in which the principal offices of the Paying Agent or Registrar are located are required or authorized by law to remain closed or (2) a day on which the New York Stock Exchange is closed.

"City Manager" shall mean the City Manager of the Issuer, or such other person as may be duly authorized to act on his or her behalf, including, but not limited to, any duly appointed and acting or interim City Manager of the Issuer.

"Clerk" shall mean the City Clerk of the Issuer, or such other person as may be duly authorized to act on his or her behalf, including, but not limited to, any duly appointed Deputy City Clerk of the Issuer.

"Code" shall mean the Internal Revenue Code of 1986, as amended, and the regulations, procedures and rules thereunder in effect or proposed.

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

"Defeasance Obligations" shall mean (1) cash, (2) Government Obligations, (3) evidences of ownership of proportionate interests in future interest and principal payments on Government Obligations held by a bank or trust company or custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Government Obligations are not available to any person claiming through the custodian or to whom the custodian may be obligated, or (4) Prerefunded Obligations.

"Escrow Deposit Agreement" shall mean the Escrow Deposit Agreement to be executed between the Issuer and U.S. Bank National Association in connection with the issuance of the Bonds and the refunding of the Refunded Bonds, the form of which is attached hereto as Exhibit D.

"Event of Default" shall mean any Event of Default specified in Section 6.01 of this Resolution.

"Financial Advisor" shall mean FirstSouthwest, a Division of Hilltop Securities, Inc.

"Finance Director" shall mean the Finance Director/City Treasurer of the Issuer, or such other person as may be duly authorized to act on his or her behalf.

"Fiscal Year" shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law.

"Government Obligations" shall mean direct, noncallable obligations of the United States of America.

"Issuer" shall mean the City of Port St. Lucie, Florida.

"Mayor" shall mean the Mayor of the Issuer, and such other person as may be duly authorized to act on his or her behalf.

"Moody's" shall mean Moody's Investors Service, and any assigns or successors thereto.

"Official Notice of Sale" shall mean the Official Notice of Sale that is used to advertise the sale of the Bonds and solicit bids for the purchase of the Bonds, the form of which is attached hereto as Exhibit A.

"Original Ordinance" shall mean Ordinance No. 05-71 enacted by the Council on April 25, 2005, as amended and supplemented from time to time.

"Outstanding," when used with reference to Bonds and as of any particular date, shall describe all Bonds theretofore and thereupon being authenticated and delivered except, (1) any Bond in lieu of which another Bond or other Bonds have been issued under agreement to replace lost, stolen, mutilated or destroyed Bonds under Section 2.07 hereof, (2) any Bond surrendered by the Holder thereof in exchange for another Bond or other Bonds under Sections 2.06 and 2.08 hereof, (3) Bonds deemed to have been paid pursuant to Section 8.01 hereof, and (4) Bonds cancelled after purchase in the open market or because of payment at or redemption prior to maturity.

"Paying Agent" shall mean any paying agent for the Bonds appointed by or pursuant to this Resolution and its successor or assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Payment Date" shall mean each January 1 and July 1, commencing July 1, 2017.

"Person" shall mean an individual, a corporation, a partnership, an association, a joint stock company, a trust, any unincorporated organization or governmental entity.

"Pledged Revenues" shall mean (i) proceeds of the Ad Valorem Taxes, and (ii) the moneys on deposit in the Sinking Fund established herein, including any investment earnings thereon.

"Prerefunded Obligations" shall mean any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state (1) which are (A) not callable prior to maturity or (B) as to which irrevocable instructions have been given to the fiduciary for such bonds or other obligations by the obligor to give due notice of redemption and to call such bonds for redemption on the date or date specified in such instructions, (2) which are fully secured as to principal, redemption premium, if any, and interest by a fund held by a fiduciary consisting only of cash or Government Obligations, secured in substantially the manner set forth in Section 8.01 hereof, which fund may be applied only to the payment of such principal of, redemption premium, if any, and interest on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as the case may be, (3) as to which the principal of and interest on the Government Obligations, which have been deposited in such fund along with any cash on deposit in such fund are sufficient, as verified by an independent certified public accountant or other expert in such matters, to pay principal of, redemption premium, if any, and interest on the bonds or other obligations on the maturity date or date thereof or on the redemption date or dates specified in the irrevocable instructions referred to in clause (1) above and are not available to satisfy any other claims, including those against the fiduciary holding the same, and (4) which are rated in the highest rating category (without regard to gradation, such as "+" or "-" or "1, 2 or 3" of such categories) of Moody's and S&P.

"Project" shall mean those capital improvements relating to the Crosstown Parkway (West Virginia Drive) which were financed with proceeds of the Refunded Bonds, as authorized by and described in the Original Ordinance and as more particularly described in the plans and specifications on file with the Issuer.

"Rebate Fund" shall mean the separate account established pursuant to Section 4.04 hereof.

"Redemption Price" shall mean, with respect to any Bond or portion thereof, the principal amount or portion thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or this Resolution.

"Referendum Resolution" shall mean Resolution No. 05-R21 adopted by the Council on April 4, 2005.

"Refunded Bonds" shall mean all of the outstanding Series 2005 Bonds and Series 2006 Bonds.

"Registrar" shall mean any registrar for the Bonds appointed by or pursuant to this Resolution and its successors and assigns, and any other Person which may at any time be substituted in its place pursuant to this Resolution.

"Resolution" shall mean this Resolution, as the same may from time to time be amended, modified or supplemented by Supplemental Resolution.

"Serial Bonds" shall mean all of the Bonds other than Term Bonds.

"Series 2005 Bonds" shall mean the City of Port St. Lucie, Florida General Obligation Bonds, Series 2005, the proceeds of which were used to finance a portion of the costs of the Project.

"Series 2006 Bonds" shall mean the City of Port St. Lucie, Florida General Obligation Bonds, Series 2006, the proceeds of which were used to finance a portion of the costs of the Project.

"S&P" shall mean S&P Global Ratings, a business of Standard & Poor's Financial Services LLC, and any assigns and successors thereto.

"State" shall mean the State of Florida.

"Supplemental Resolution" shall mean any resolution of the Issuer amending or supplementing this Resolution adopted and becoming effective in accordance with the terms of Sections 7.01 and 7.02 hereof.

"Term Bonds" shall mean those Bonds which shall be designated as or authorized to be Term Bonds pursuant to the provisions of this Resolution and which are subject to mandatory redemption by Amortization Installment.

"Underwriters" shall mean the underwriter or underwriters that are awarded the Bonds pursuant to Section 2.01 hereof.

The terms "herein," "hereunder," "hereby," "hereto," "hereof," and any similar terms, shall refer to this Resolution; the term "heretofore" shall mean before the date of adoption of this Resolution; and the term "hereafter" shall mean after the date of adoption of this Resolution.

Words importing the masculine gender include every other gender.

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

SECTION 1.02. AUTHORITY FOR RESOLUTION. This Resolution is adopted pursuant to the provisions of the Act.

SECTION 1.03. RESOLUTION TO CONSTITUTE CONTRACT. In consideration of the purchase and acceptance of any or all of the Bonds by those who shall hold the same from time to time, the provisions of this Resolution shall be a part of the contract of the Issuer with the Holders of the Bonds, and shall be deemed to be and shall constitute a contract between the Issuer and the Holders from time to time of the Bonds. The pledge made in this Resolution and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the Issuer shall be for the equal benefit, protection and security of the Holders of any and all of said Bonds. All of the Bonds, regardless of the time or times of their issuance or maturity, shall be of equal rank without preference, priority or distinction of any of the Bonds over any other thereof except as expressly provided in or pursuant to this Resolution.

SECTION 1.04. FINDINGS. It is hereby ascertained, determined and declared that:

(A) Pursuant to the Referendum Resolution, the Council called for a bond referendum election to be held to determine if the qualified electors within the Issuer would approve the issuance of not exceeding $165,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the Issuer for the purpose of financing costs of the Project.

(B) On June 7, 2005, the Bond Referendum Election was held and the issuance of not exceeding $165,000,000 aggregate principal amount of general obligation bonds payable from ad valorem taxes derived from a levy without limit against all taxable property within the Issuer for the purpose of financing costs of the Project was approved by a majority of the qualified electors within the Issuer voting in said referendum election.

(C) Under the authority of the Original Ordinance and pursuant to Resolution No. 05-R61 adopted by the Council on August 8, 2005, as amended and supplemented (the "2005 Resolution"), the Issuer issued the Series 2005 Bonds in the aggregate principal amount of $49,285,000 for the principal purpose of financing a portion of the costs of the Project.

(D) Under the authority of the Original Ordinance and pursuant to the 2005 Resolution, as amended and supplemented by Resolution No. 06-R25 adopted by the Council on March 13, 2006, the Issuer issued the Series 2006 Bonds in the aggregate principal amount of $44,545,000 for the principal purpose of financing a portion of the costs of the Project.

(E) Under the authority of the Original Ordinance and pursuant to the 2005 Resolution, as amended and supplemented by Resolution No. 13-R165 adopted by the Council on December 9, 2013, as amended and restated in its entirety by Resolution No. 14-R55 adopted by the Council on March 10, 2014, the Issuer issued its (i) General Obligation Bonds, Series 2014 in the aggregate principal amount of $32,900,000 for the

principal purpose of financing a portion of the costs of the Project, and (ii) General Obligation Refunding Bonds, Series 2014 in the aggregate principal amount of $41,840,000 for the principal purpose of refunding a portion of the Series 2005 Bonds and Series 2006 Bonds, in order to achieve debt service savings.

(F) In order to achieve debt service savings, the Issuer deems it to be in its best interest to issue the Bonds under the authority of the Original Ordinance and the other provisions of the Act and pursuant to the provisions of this Resolution to refund the Refunded Bonds.

(G) A portion of the proceeds derived from the sale of the Bonds, together with other legally available moneys of the Issuer, shall be deposited into a special escrow deposit trust fund to purchase certain United States Treasury obligations 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.

(H) In accordance with Section 218.385, Florida Statutes, the Bonds shall be advertised for competitive bids pursuant to the Official Notice of Sale, the form of which is attached hereto as Exhibit A.

(I) Pursuant to the Official Notice of Sale, any competitive bids to purchase the Bonds received in accordance with the Official Notice of Sale on such date and time as is determined by the City Manager in accordance with the terms and provisions of the Official Notice of Sale, shall be publicly opened and announced.

(J) Due to the present volatility and uncertainty of the market for tax-exempt obligations such as the Bonds, it is desirable for the Issuer to be able to advertise and award the Bonds at the most advantageous time and date which shall be determined by the City Manager upon the advice of the Financial Advisor and, accordingly, the Council hereby determines to delegate the advertising and awarding of the Bonds to the City Manager within the parameters described herein.

(K) It is necessary and appropriate that the Council determine certain parameters for the terms and details of the Bonds and to delegate certain authority to the City Manager for the award of the Bonds and the approval of the terms of the Bonds in accordance with the provisions hereof, and of the Official Notice of Sale.

(L) In the event Bond Counsel to the Issuer shall determine that the Bonds have not been awarded competitively in accordance with the provisions of Section 218.385, Florida Statutes, the Council shall adopt such resolutions and make such findings as shall be necessary to authorize and ratify a negotiated sale of the Bonds in accordance with said Section 218.385, Florida Statutes.

(M) The form, terms and details of the Bonds shall be determined in accordance with this Resolution.

(N) The repayment of the Bonds shall be secured by and payable from the Pledged Revenues in the manner and to the extent provided herein; the Bonds shall constitute general obligations of the Issuer and shall be secured by and payable from the Issuer's full faith and credit and taxing power, and the Issuer shall be obligated to levy ad valorem taxes without limit on all taxable property within the Issuer in order to pay the scheduled debt service for the Bonds, all in the manner and to the extent provided herein.

SECTION 1.05. AUTHORIZATION OF THE REFUNDING OF THE REFUNDED BONDS. The Issuer does hereby authorize the refunding of the Refunded Bonds in accordance with the provisions hereof and of the Escrow Deposit Agreement.

[Remainder of page intentionally left blank]

ARTICLE II
AUTHORIZATION, TERMS, EXECUTION AND REGISTRATION OF BONDS

SECTION 2.01. AUTHORIZATION AND DESCRIPTION OF THE BONDS. This Resolution creates an issue of bonds of the Issuer to be designated as "City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016," issued in the aggregate principal amount of not exceeding $40,000,000. The Bonds are issued for the principal purposes of refunding the Refunded Bonds and paying certain costs of issuance incurred with respect to the Bonds. The aggregate principal amount of Bonds to be issued pursuant to this Resolution shall be determined by the City Manager provided such aggregate principal amount does not exceed $40,000,000. The Bonds shall be dated as of their date of delivery (or such other date as the City Manager may determine), shall be numbered from 1 upward in order of maturity preceded by the letter "R," shall be issued in the form of fully registered Bonds in the denominations of $5,000 and any integral multiple thereof, shall be in book-entry only form of registration, shall bear interest from their date of delivery (or such other date as the City Manager may determine), payable semi-annually, on January 1 and July 1 of each year, commencing on July 1, 2017 (or such other date as the City Manager may determine). The Bonds shall bear interest computed on the basis of a 360-day year consisting of twelve 30-day months.

The principal of or Redemption Price, if applicable, on the Bonds are payable upon presentation and surrender of the Bonds at the designated corporate trust office of the Paying Agent. Interest payable on any Bond on any Payment Date will be paid by check or draft of the Paying Agent to the Holder in whose name such Bond shall be registered at the close of business on the date which shall be the fifteenth day (whether or not a Business Day) of the calendar month next preceding such Payment Date, or at the request of such Holder, by bank wire transfer for the account of such Holder. All payments of principal of or Redemption Price, if applicable, and interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The Bonds shall bear interest at such rates and shall have such prices or yields, shall mature on July 1 of each of the years and in the principal amounts corresponding to such years, as determined by the City Manager upon the advice of the Financial Advisor, subject to the conditions set forth in this Section 2.01 and the provisions of the Official Notice of Sale. The final maturity of the Bonds shall not be later than July 1, 2035. The terms of the Bonds will be included in a certificate to be executed by the City Manager or the Finance Director following the award of the Bonds (the "Award Certificate") and shall be set forth in the final Official Statement, as described herein.

The City Manager, on behalf of the Issuer and only in accordance with the terms hereof and of the Official Notice of Sale, shall award the Bonds to the underwriter or underwriters that submit a bid proposal which complies in all respects with this Resolution and the Official Notice of Sale and offers to purchase the Bonds at the lowest true interest

cost to the Issuer, as calculated by the Financial Advisor, in accordance with the terms and provisions of the Official Notice of Sale; provided, however, the Bonds shall not be awarded to any bidder unless the true interest cost set forth in the winning bid (as calculated by the Financial Advisor) is equal to or less than 4.15% and the net present value debt service savings with respect to the refunding of the Refunded Bonds is no less than 5.00% of the aggregate principal amount of the Refunded Bonds (as calculated by the Financial Advisor). In accordance with the provisions of the Official Notice of Sale, the City Manager may, in his or her sole discretion, reject any and all bids.

SECTION 2.02. ADDITIONAL CONDITIONS TO ISSUANCE OF BONDS. Notwithstanding any other provision of this Resolution to the contrary, the Bond shall not be issued unless the following conditions have been satisfied:

(A) The provisions of Section 132.35, Florida Statutes, and Section 132.39, Florida Statutes have been satisfied.

(B) The aggregate principal amount of the Bonds shall not exceed the amount sufficient to pay (i) the principal amount of the Refunded Bonds, (ii) the aggregate amount of unmatured interest payable on the Refunded Bonds to the date of their redemption or maturity, whichever is earlier, (iii) the redemption premiums, if any, on the Refunded Bonds, and (iv) the costs and expenses for issuing the Bonds and refunding the Refunded Bonds.

(C) The issuance of the Bonds shall not exceed any debt limitation prescribed by law, particularly Section 132.35, Florida Statutes, and such Bonds, when issued, will be within the limits of all constitutional or statutory debt limitations.

(D) Receipt by the Issuer of a final financial plan complying with Section 132.36(1)(d), Florida Statutes.

(E) Receipt by the Issuer of a certification of debt service savings required by Section 132.39, Florida Statutes, executed by the City Manager or the Finance Director.

(F) The Bonds shall bear a lower net average interest cost rate than the Refunded Bonds.

The financial plan required by Section 132.36(1)(d), Florida Statutes, was prepared by the Financial Advisor based upon the information provided herein and current market conditions and is attached hereto as Exhibit E. Such financial plan demonstrates, among other things, that the Bonds will bear a lower net average interest cost rate than the Refunded Bonds.

SECTION 2.03. APPLICATION OF BOND PROCEEDS; TRANSFER OF CERTAIN FUNDS. (A) The proceeds derived from the sale of the Bonds shall,

simultaneously with the delivery of the Bonds to the Underwriters, be applied by the Issuer as follows:

(i) A sufficient amount of 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 Escrow Deposit Agreement and, other than a cash deposit, shall be invested in United States Treasury 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) A sufficient amount of the Bond proceeds shall be applied to the payment of costs and expenses relating to the issuance of the Bonds.

(iii) The balance of the Bond proceeds, if any, shall be deposited in the Sinking Fund and shall be applied to pay scheduled interest on the Bonds.

(B) The Refunded Bonds will be refunded from proceeds of the Bonds and other legally available moneys of the Issuer. Any excess moneys on deposit in the funds or accounts established pursuant to the bond documents executed in connection with the issuance of the Refunded Bonds not required by the terms of such documents or this Resolution to be on deposit therein or herein upon the issuance of the Bonds shall be transferred to the escrow deposit trust fund established pursuant to the Escrow Deposit Agreement or shall be deposited to the Sinking Fund and used to pay interest on the Bonds on the first Payment Date following the issuance of the Bonds as determined by the City Manager upon the advice of the Financial Advisor and Bond Counsel to the Issuer.

SECTION 2.04. EXECUTION OF BONDS. The Bonds shall be executed in the name of the Issuer with the manual or facsimile signature of the Mayor and the official seal of the Issuer shall be imprinted thereon, attested and countersigned with the manual or facsimile signature of the Clerk. In case any one or more of the officers who shall have signed or sealed any of the Bonds or whose facsimile signature shall appear thereon shall cease to be such officer of the Issuer before the Bonds so signed and sealed have been actually sold and delivered, such Bonds may nevertheless be sold and delivered as herein provided and may be issued as if the person who signed or sealed such Bonds had not ceased to hold such office. Any Bond may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such Bond shall hold the proper office of the Issuer, although at the date of such Bond such person may not have held such office or may not have been so authorized. The Issuer may adopt and use for such purposes the facsimile signatures of any such persons who shall have held such offices at any time after the date of the adoption of this Resolution, notwithstanding that either or both shall have ceased to hold such office at the time the Bonds shall be actually sold and delivered.

SECTION 2.05. AUTHENTICATION. No Bond shall be secured hereunder or entitled to the benefit hereof or shall be valid or obligatory for any purpose unless there shall be manually endorsed on such Bond a certificate of authentication by the Registrar or such other entity as may be approved by the Issuer for such purpose. Such certificate on any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. The certificate shall be substantially in the form provided in Section 2.10 hereof.

SECTION 2.06. TEMPORARY BONDS. Until the definitive Bonds are prepared, the Issuer may execute, in the same manner as is provided in Section 2.04 hereof, and deliver, upon authentication by the Registrar pursuant to Section 2.05 hereof, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations authorized by the Issuer by Supplemental Resolution, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Issuer, at its own expense, shall prepare and execute definitive Bonds, which shall be authenticated by the Registrar. Upon the surrender of such temporary Bonds for exchange, the Registrar, without charge to the Holder thereof, shall deliver in exchange therefor definitive Bonds, of the same aggregate principal amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for another temporary Bond or Bonds or for a definitive Bond or Bonds shall be forthwith cancelled by the Registrar.

SECTION 2.07. BONDS MUTILATED, DESTROYED, STOLEN OR LOST. In case any Bond shall become mutilated, or be destroyed, stolen or lost, the Issuer may, in its discretion, issue and deliver, and the Registrar shall authenticate, a new Bond of like tenor as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, and upon the Holder furnishing the Issuer and the Registrar proof of his ownership thereof and indemnity satisfactory to the Issuer and the Registrar, and complying with such other reasonable regulations and conditions as the Issuer or the Registrar may prescribe and paying such expenses as the Issuer and the Registrar may incur. All Bonds so surrendered or otherwise substituted shall be cancelled by the Registrar. If any of the Bonds shall have matured or been called for redemption or be about to mature or be called for redemption, instead of issuing a substitute Bond, the Issuer may pay the same or cause the Bond to be paid, upon being indemnified as aforesaid, and if such Bonds be lost, stolen or destroyed, without surrender thereof.

Any such duplicate Bonds issued pursuant to this Section 2.07 shall constitute original, additional contractual obligations on the part of the Issuer whether or not the lost, stolen or destroyed Bond be at any time found by anyone, and such duplicate Bond shall be entitled to equal and proportionate benefits and rights as to lien on the Pledged Revenues to the same extent as all other Bonds issued hereunder.

SECTION 2.08. INTERCHANGEABILITY, NEGOTIABILITY AND TRANSFER. Bonds, upon surrender thereof at the office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Holder thereof or his attorney duly authorized in writing, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same maturity of any other authorized denominations.

The Bonds issued under this Resolution shall be and have all the qualities and incidents of negotiable instruments under the law merchant and the Uniform Commercial Code of the State of Florida, subject to the provisions for registration of transfer contained in this Resolution and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Issuer shall maintain and keep, at the office of the Registrar, books for the registration of transfer of the Bonds.

The transfer of any Bond shall be registered only upon the books of the Issuer, at the office of the Registrar, under such reasonable regulations as the Issuer may prescribe, by the Holder thereof in person or by his attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Registrar duly executed by the Holder or his duly authorized attorney with signature guaranteed. Upon the registration of transfer of any such Bond, the Issuer shall issue, and cause to be authenticated, in the name of the transferee a new Bond or Bonds of the same aggregate principal amount and maturity as the surrendered Bond. The Issuer, the Registrar and any Paying Agent or fiduciary of the Issuer may deem and treat the Person in whose name any Outstanding Bond shall be registered upon the books of the Issuer as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price, if applicable, and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid and neither the Issuer nor the Registrar nor any Paying Agent or other fiduciary of the Issuer shall be affected by any notice to the contrary.

Any Paying Agent of any fully registered Bond shall effect payment of interest on such Bonds by mailing a check or draft to the Holder entitled thereto or may, in lieu thereof, upon the request of such Holder, transmit such payment by bank wire transfer for the account of such Holder.

In all cases in which Bonds shall be exchanged or the transfer of Bonds shall be registered, the Issuer shall execute and the Registrar shall authenticate and deliver such Bonds in accordance with the provisions of this Resolution. Execution of Bonds by the Mayor and Clerk for purposes of exchanging, replacing or registering the transfer of Bonds may occur at the time of the original delivery of the Bonds. All Bonds surrendered in any such exchanges or registration of transfer shall be held by the Registrar in safekeeping until directed by the Issuer to be cancelled by the Registrar. For every such exchange or registration of transfer, the Issuer or the Registrar may make a charge sufficient to reimburse it for any tax, fee, expense or other governmental charge required to be paid with respect to such exchange or registration of transfer. The Issuer and the Registrar shall not be obligated to make any such exchange or registration of transfer of Bonds during the fifteen (15) days next preceding a Payment Date on the Bonds, or, in the case of any proposed redemption of Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

In accordance with Section 2.09 hereof, the Issuer elects to initially provide for a book-entry only system of registration for the Bonds.

SECTION 2.09. BOOK-ENTRY. Notwithstanding the provisions set forth in Section 2.08 of the Resolution, the Bonds shall be initially issued in the form of a separate single certificated fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such 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"). All of the Outstanding Bonds initially shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC. As long as the Bonds shall be registered in the name of Cede & Co., all payments of principal on the Bonds shall be made by the Paying Agent by check or draft or by wire transfer to Cede & Co., as Holder of the Bonds.

With respect to 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 direct or indirect participant in the DTC book-entry program (a "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 Bonds, (B) the delivery to any Participant or any other Person other than a Bondholder, as shown in the registration books kept by the Registrar, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant or any other Person, other than a Bondholder, as shown in the registration books kept by the Registrar, of any amount with respect to principal of, redemption premium, if any, or interest on the Bonds. The Issuer, the Registrar and the Paying Agent may treat and consider the Person in whose name each

Bond is registered in the registration books kept by the Registrar as the Holder and absolute owner of such Bond for the purpose of payment of principal, redemption premium, if any, and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Paying Agent shall pay all principal of, redemption premium, if any, and interest on the 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, redemption premium, if any, and interest on the 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 Bond evidencing the obligation of the Issuer to make payments of principal, redemption premium, if any, and interest 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., and subject to the provisions herein with respect to transfers during the fifteen (15) days next preceding a Payment Date or mailing of notice of redemption, the words "Cede & Co." in this 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 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 Bonds or (ii) to the effect that DTC is unable or unwilling to discharge its responsibilities, or (B) determination by the Issuer that such book-entry only system is burdensome or undesirable to the Issuer, the 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 Bonds of like principal amount and maturity, 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 Letter of Representations previously executed by the Issuer and delivered to DTC in order to induce DTC to act as securities depository for the Bonds shall apply to the payment of principal of and interest on the Bonds.

SECTION 2.10. FORM OF BONDS. The text of the Bonds shall be in substantially the following form with such omissions, insertions and variations, including any changes required for book-entry only registration of the Bonds, as may be necessary and/or desirable and approved by the Mayor or the Clerk prior to the issuance thereof (which necessity and/or desirability and approval shall be presumed by such officer's

execution of the Bonds and the Issuer's delivery of the Bonds to the purchaser or purchasers thereof):

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No. R- $

UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF PORT ST. LUCIE, FLORIDA
GENERAL OBLIGATION REFUNDING BOND, SERIES 2016

Interest Rate	Maturity Date	Date of Original Issue	CUSIP
____%	July 1, _____	December ___, 2016	_____

Registered Holder: CEDE & CO.

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, the City of Port St. Lucie, Florida, a municipal corporation of the State of Florida (the "Issuer"), for value received, hereby promises to pay, solely from the moneys hereinafter described, to the Registered Holder identified above, or registered assigns as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest on such Principal Amount from the Date of Original Issue identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate per annum identified above on January 1 and July 1 of each year, commencing July 1, 2017, until such Principal Amount shall have been paid, except as the provisions hereinafter set forth with respect to redemption prior to maturity may be or become applicable hereto. Interest on this Bond shall be computed on the basis of a 360-day year consisting of twelve 30-day months.

Such Principal Amount and interest and the premium, if any, on this Bond are payable in any coin or currency of the United States of America which, on the respective dates of payment thereof, shall be legal tender for the payment of public and private debts. Such Principal Amount and the premium, if any, on this Bond, are payable, upon presentation and surrender hereof, at the designated corporate trust office of U.S. Bank National Association, Orlando, Florida, as Paying Agent. Payment of each installment of interest shall be made to the person in whose name this Bond shall be registered on the registration books of the Issuer maintained by U.S. Bank National Association, Orlando, Florida, as Registrar, at the close of business on the date which shall be the fifteenth day (whether or not a business day) of the calendar month next preceding each interest payment

date and shall be paid by a check or draft of such Paying Agent mailed to such Registered Holder at the address appearing on such registration books or, at the request of such Registered Holder, by bank wire transfer for the account of such Holder.

This Bond is one of an authorized issue of Bonds in the aggregate principal amount of $_____ (the "Bonds") of like date, tenor and effect, except as to maturity date, interest rate, denomination and number, issued for the principal purpose of providing moneys to refund certain outstanding bonds of the Issuer, the proceeds of which were used to finance costs of certain capital improvements related to the Crosstown Parkway (West Virginia Drive) under the authority of and in full compliance with the Constitution and laws of the State of Florida, particularly Chapter 166, Florida Statutes, Sections 132.33-132.47, Florida Statutes, the Charter of the Issuer, Ordinance No. 05-71 enacted by the City Council on April 25, 2005, as amended and supplemented from time to time (the "Original Ordinance"), Resolution No. 05-R21 adopted by the City Council on April 4, 2005, Ordinance No. 16-81, enacted by the City Council on November 28, 2016, and other applicable provisions of law (the "Act"), and pursuant to Resolution No. 16-R86 duly adopted by the City Council of the Issuer on November 28, 2016, as the same may be amended and supplemented from time to time (the "Resolution"), and is subject to all the terms and conditions of the Resolution.

This Bond and the interest hereon are payable from and secured by a lien upon and a pledge of (1) the proceeds of the ad valorem taxes levied by the Issuer without limit on all taxable property within the Issuer to pay the annual debt service on the Bonds as authorized by the Original Ordinance and approved by a majority of the qualified electors of the Issuer voting in the bond referendum election held on June 7, 2005, to the extent and in the manner provided in the Resolution, and (2) the moneys on deposit in the Sinking Fund established in the Resolution, including any investment earnings thereon (collectively, the "Pledged Revenues").

The Issuer has established a book-entry system of registration for the Bonds. Except as specifically provided otherwise in the Resolution, an agent will hold this Bond on behalf of the beneficial owner thereof. By acceptance of a confirmation of purchase, delivery or transfer, the beneficial owner of this Bond shall be deemed to have agreed to such arrangement.

This Bond is transferable in accordance with the terms of the Resolution only upon the books of the Issuer kept for that purpose at the designated corporate trust office of the Registrar by the Registered Holder hereof in person or by his attorney duly authorized in writing, upon the surrender of this Bond together with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Holder or his attorney duly authorized in writing, and thereupon a new Bond or Bonds in the same aggregate principal amount shall be issued to the transferee in exchange therefor, and upon the payment of the charges, if any, therein prescribed. The Bonds are issuable in the form of fully registered Bonds in the denomination of $5,000 and any integral multiple thereof, not exceeding the

aggregate principal amount of the Bonds. The Issuer, the Registrar and any Paying Agent may treat the Registered Holder of this Bond as the absolute owner hereof for all purposes, whether or not this Bond shall be overdue, and shall not be affected by any notice to the contrary. The Issuer and the Registrar shall not be obligated to make any exchange or transfer of the Bonds during the fifteen (15) days next preceding an interest payment date or, in the case of any proposed redemption of the Bonds, then, during the fifteen (15) days next preceding the date of the first mailing of notice of such redemption and, in the case of the Bonds called for redemption, continuing until such redemption date.

[Insert Redemption Provisions]

Redemption of this Bond under the preceding paragraphs shall be made as provided in the Resolution upon notice given by first class mail sent at least thirty (30) days prior to the redemption date; provided, however, that failure to mail notice to the Registered Holder hereof, or any defect therein, shall not affect the validity of the proceedings for redemption of other Bonds as to which no such failure or defect has occurred. In the event that less than the full principal amount hereof shall have been called for redemption, the Registered Holder hereof shall surrender this Bond in exchange for one or more Bonds in an aggregate principal amount equal to the unredeemed portion of principal, as provided in the Resolution.

Reference to the Resolution and any and all resolutions supplemental thereto and modifications and amendments thereof and to the Act is made for a description of the pledge and covenants securing this Bond, the nature, manner and extent of enforcement of such pledge and covenants, the rights, duties, immunities and obligations of the Issuer.

It is hereby certified and recited that all acts, conditions and things required to exist, to happen and to be performed precedent to and in the issuance of this Bond, exist, have happened and have been performed, in regular and due form and time as required by the laws and Constitution of the State of Florida applicable thereto, and that the issuance of the Bonds does not violate any constitutional or statutory limitations or provisions.

As long as the book-entry-only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the DTC Participants, who will in turn be responsible for notifying the Beneficial Owners. Any failure of Cede & Co. to notify any DTC Participant, or of any DTC Participant to notify the Beneficial Owner of any such notice, will not affect the validity of the redemption of the Bonds.

Neither the members of the City Council of the Issuer nor the Mayor nor any person executing this Bond shall be liable personally hereon or be subject to any personal liability or accountability by reason of the issuance hereof.

This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Registrar.

IN WITNESS WHEREOF, the City of Port St. Lucie, Florida has issued this Bond and has caused the same to be executed by the manual or facsimile signature of its Mayor and by the manual or facsimile signature of its City Clerk and its official seal or a facsimile thereof to be affixed or reproduced hereon, all as of the Date of Original Issue.

CITY OF PORT ST. LUCIE, FLORIDA

(SEAL)

_____
Mayor

ATTEST:

_____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

DATE OF AUTHENTICATION:

_____

U.S. BANK NATIONAL ASSOCIATION,
Registrar

By: _____
Authorized Signatory

Unless this certificate is presented by an authorized representative of The Depository Trust Company to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by the authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

_____

Insert Social Security or Other Identifying Number of Assignee

_____

(Name and Address of Assignee)

_____

the within Bond and does hereby irrevocably constitute and appoint _____, as attorneys to register the transfer of the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature guaranteed:

_____

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

_____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever and the Social Security or other identifying number of such assignee must be supplied.

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

TEN ENT -- as tenants by the entireties

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

UNIF TRANS MIN ACT --_____
(Cust.)

Custodian for _____

under Uniform Transfer to Minors Act of_____
(State)

Additional abbreviations may also be used though not in list above.

ARTICLE III
REDEMPTION OF BONDS

SECTION 3.01. REDEMPTION PROVISIONS. The Bonds shall be subject to such optional redemption provisions as are determined by the City Manager upon the advice of the Financial Advisor and set forth in the Official Notice of Sale and the Official Statement. The Bonds shall include such Term Bonds, if any, and Amortization Installments thereto, as are determined in accordance with the provisions of the Official Notice of Sale.

SECTION 3.02. SELECTION OF BONDS TO BE REDEEMED. The Bonds shall be redeemed only in the principal amount of $5,000 each and integral multiples thereof. The Issuer shall not more than 60 calendar days or less than 30 calendar days prior to the redemption date (unless a shorter time period shall be satisfactory to the Registrar), notify the Registrar of such redemption date and of the principal amount of Bonds to be redeemed and, if less than all of the Outstanding Bonds are to be redeemed, the particular maturities and portions thereof to be redeemed. For purposes of any redemption of less than all of the Outstanding Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected not more than 30 calendar days prior to the redemption date by the Registrar from the Outstanding Bonds of the maturity or maturities designated by the Issuer by such method as the Registrar shall deem fair and appropriate and which may provide for the selection for redemption of Bonds or portions of Bonds in principal amounts of $5,000 and integral multiples thereof. Notwithstanding the foregoing, if less than all of a Term Bond is to be redeemed, the aggregate principal amount to be redeemed shall be allocated to the Amortization Installments on an ascending order basis unless the Issuer, in its discretion, designates a different allocation.

If less than all of the Outstanding Bonds of a single maturity are to be redeemed, the Registrar shall promptly notify the Issuer and Paying Agent (if the Registrar is not the Paying Agent for such Bonds) in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

SECTION 3.03. NOTICE OF REDEMPTION. Except as otherwise provided herein, notice of such redemption, which shall specify the Bond or Bonds (or portions thereof) to be redeemed and the date and place for redemption, shall be given by the Registrar on behalf of the Issuer, and (A) shall be filed with the Paying Agent of the Bonds, (B) shall be mailed first class, postage prepaid, at least thirty (30) days prior to the redemption date to all Holders of Bonds to be redeemed at their addresses as they appear on the registration books kept by the Registrar, and (C) shall be mailed certified, postage prepaid, at least thirty (30) days prior to the redemption date to the registered securities depositories and to two or more nationally recognized municipal bond information services. Failure to mail notice to the Holders of the Bonds to be redeemed, or any defect

therein, shall not affect the validity of the proceedings of redemption of such Bonds as to which no such failure or defect has occurred.

As long as the book-entry-only system is used for determining beneficial ownership of the Bonds, notice of redemption will only be sent to Cede & Co. Cede & Co. will be responsible for notifying the Participants, who will in turn be responsible for notifying the beneficial owners. Any failure of Cede & Co. to notify any Participant, or of any Participant to notify the beneficial owner of any such notice, will not affect the validity of the redemption of the Bonds.

Each notice of redemption shall state: (1) the CUSIP numbers of all Bonds being redeemed; (2) the original issue date of such Bonds; (3) the maturity date and rate of interest borne by each Bond being redeemed; (4) the redemption date; (5) the Redemption Price; (6) the date on which such notice is mailed; (7) if less than all Outstanding Bonds are to be redeemed, the certificate number (and, in the case of a partial redemption of any Bond, the principal amount) of each Bond to be redeemed; (8) that on such redemption date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable; (9) that the Bonds to be redeemed, whether as a whole or in part, are to be surrendered for payment of the redemption price at the principal office of the Registrar at an address specified; (10) the name and telephone number of a person designated by the Registrar to be responsible for such redemption; and (11) unless sufficient funds have been set aside by the Issuer for such purpose prior to the mailing of the notice of redemption, that such redemption is conditioned upon the deposit of sufficient funds for such purpose on or prior to the date set for redemption; and provided, further, that such notice and the redemption set forth therein may be subject to the satisfaction of one or more additional conditions set forth therein.

The Issuer may provide that a redemption may be contingent upon the occurrence of certain condition(s) and that if such condition(s) do not occur the notice of redemption will be rescinded, provided notice of rescission shall be mailed in the manner described above to all affected Bondholders as soon as practicable.

SECTION 3.04. REDEMPTION OF PORTIONS OF BONDS. Any Bond which is to be redeemed only in part shall be surrendered at any place of payment specified in the notice of redemption (with due endorsement by, or written instrument of transfer in form satisfactory to the Registrar duly executed by, the Holder thereof or his attorney duly authorized in writing) and the Issuer shall execute and the Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds, of the same interest rate and maturity, and of any authorized denomination as requested by such Holder, in an aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bonds so surrendered.

SECTION 3.05. PAYMENT OF REDEEMED BONDS. Notice of redemption having been given substantially as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the Issuer shall default in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Paying Agent at the appropriate Redemption Price, plus accrued interest. Each check or other transfer of funds issued by the Paying Agent to pay the Redemption Price of Bonds being redeemed shall bear the CUSIP number or numbers of such Bonds and identify the payments applicable to each CUSIP number. All Bonds which have been redeemed shall be cancelled by the Registrar and shall not be reissued.

SECTION 3.06. PURCHASE IN LIEU OF OPTIONAL REDEMPTION. Notwithstanding anything in this Resolution to the contrary, at any time the Bonds are subject to optional redemption pursuant to this Resolution, all or a portion of the Bonds to be redeemed as specified in the notice of redemption, may be purchased by the Paying Agent, as trustee, at the direction of the Issuer, on the date which would be the redemption date if such Bonds were redeemed rather than purchased in lieu thereof, at a purchase price equal to the redemption price which would have been applicable to such Bonds on the redemption date for the account of and at the direction of the Issuer who shall give the Paying Agent, as trustee, notice at least ten days prior to the scheduled redemption date accompanied by an opinion of Bond Counsel to the effect that such purchase will not adversely affect the exclusion from gross income for federal income tax purposes of interest on such Bonds or any other Outstanding Bonds. In the event the Paying Agent, as trustee, is so directed to purchase Bonds in lieu of optional redemption, no notice to the holders of the Bonds to be so purchased (other than the notice of redemption otherwise required under this Resolution) shall be required, and the Paying Agent, as trustee, shall be authorized to apply to such purchase the funds which would have been used to pay the redemption price for such Bonds if such Bonds had been redeemed rather than purchased. Each Bond so purchased shall not be canceled or discharged and shall be registered in the name of the Issuer. Bonds to be purchased under this Resolution in the manner set forth above which are not delivered to the Paying Agent, as trustee, on the purchase date shall be deemed to have been so purchased and not optionally redeemed on the purchase date and shall cease to accrue interest as to the former holder thereof on the purchase date.

ARTICLE IV
SECURITY, SPECIAL FUNDS AND APPLICATION THEREOF

SECTION 4.01. GENERAL OBLIGATIONS OF ISSUER. The full faith, credit and taxing power of the Issuer shall be and are hereby pledged for the full and prompt payment of the principal of and interest on the Bonds. A direct annual tax without limit shall be levied by the Issuer upon all taxable property within the Issuer to make such payments. Provision shall be included and made in the Issuer's annual budget and tax levy for the levy of the Ad Valorem Taxes in an amount sufficient to pay the principal of and interest on the Bonds, as the same shall become due. Whenever the Issuer shall, in any Fiscal Year, have irrevocably deposited in the Sinking Fund any moneys derived from sources other than the aforementioned Ad Valorem Taxes, said Ad Valorem Taxes may be correspondingly diminished; but any such diminution must leave available an amount of such Ad Valorem Taxes, after allowance for anticipated delinquencies in collection, fully sufficient, with such moneys so deposited from other sources, to assure the prompt payment of principal, interest and other related charges falling due prior to the time that the proceeds of the next annual Ad Valorem Taxes levy will be available. Such Ad Valorem Taxes shall be levied and collected at the same time, and in the same manner, as other ad valorem taxes of the Issuer are assessed, levied and collected. The Ad Valorem Taxes shall be levied and collected in accordance with all applicable law, including, but not limited to, the Referendum Resolution. The Issuer hereby irrevocably pledges, and grants a lien on, the Pledged Revenues, which shall include the proceeds of the Ad Valorem Taxes, to the payment of the Bonds.

SECTION 4.02. SECURITY FOR BONDS. The payment of the principal of or Redemption Price, if applicable, and interest on the Bonds shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Revenues. The Issuer does hereby irrevocably pledge the Pledged Revenues to the payment of the principal of or Redemption Price, if applicable, and interest on the Bonds in accordance with the provisions hereof. The Pledged Revenues shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act, and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Issuer.

SECTION 4.03. CREATION OF SINKING FUND; APPLICATION OF AD VALOREM TAXES. (A) There is hereby created a special fund to be known as the "City of Port St. Lucie General Obligation Refunding Bonds, Series 2016 Sinking Fund" which shall be held in trust for the benefit of the Bondholders. There is hereby ordered levied upon all the property taxable for such purpose within the Issuer the Ad Valorem Taxes in an amount sufficient, together with other available moneys deposited to the Sinking Fund, to pay the principal and interest on the Bonds, the charges of the Paying Agents and Registrars, and any other amounts that are properly due and owing with respect to the repayment of the Bonds. All proceeds of the Ad Valorem Taxes levied pursuant to

this Resolution shall be deposited into the Sinking Fund promptly upon receipt by the Issuer.

(B) Money in the Sinking Fund shall be used solely for the purpose of paying the Annual Debt Service on the Bonds coming due (whether by maturity, scheduled mandatory redemption or otherwise).

Moneys in the Sinking Fund shall be disbursed for (i) the payment of the interest on the Bonds secured hereby as such interest falls due, (ii) the payment of the principal of the Bonds secured hereby at their respective maturities or earlier redemption, (iii) the payment of Amortization Installments coming due, (iv) the purchase of Bonds in the open market, provided, however, the price paid shall not exceed the principal amount plus accrued interest, and (v) the payment of the necessary charges for paying Bonds and interest thereon.

The Issuer may at any time and from time to time appoint one or more depositories to hold amounts on deposit in the Sinking Fund and/or Rebate Fund. Such depositary or depositories shall perform at the direction of the Issuer the duties of the Issuer in depositing, transferring and disbursing moneys to and from the Sinking Fund and/or Rebate Fund as herein set forth, and all records of such depositary in performing such duties shall be open at all reasonable times to inspection by the Issuer and its agent and employees. Any such depositary shall be a bank or trust company duly authorized to perform such responsibilities pursuant to applicable law.

(C) On or before the date established for payment of any principal of or Redemption Price, if applicable, or interest on the Bonds, the Issuer shall withdraw from the Sinking Fund sufficient moneys to pay such principal or Redemption Price, if applicable, and interest and deposit such moneys with the Paying Agent for the Bonds to be paid.

(D) Any moneys remaining in the Sinking Fund or Rebate Fund and established hereunder after all Bonds have been paid or legally defeased under Section 8.01 and are no longer Outstanding hereunder, shall either be applied for any lawful purpose.

SECTION 4.04. REBATE FUND. There is hereby created a special fund to be known as the "City of Port St. Lucie, Florida General Obligation Refunding Bonds, Series 2016 Rebate Fund." Amounts on deposit in the Rebate Fund shall be held in trust by the Issuer and used solely to make required rebates to the United States (except to the extent the same may be transferred to the Sinking Fund) and the Bondholders shall have no right to have the same applied for debt service on the Bonds. The Issuer agrees to undertake all actions required of it in its Certificate as to Arbitrage and Certain Other Tax Matters, dated the date of issuance of the Bonds, relating to such Bonds, as well as any successor Certificate thereto, including, but not limited to:

(A) making a determination in accordance with the Code of the amount required to be deposited in the Rebate Fund;

(B) depositing the amount determined in clause (A) above in the Rebate Fund;

(C) paying on the dates and in the manner required by the Code to the United States Treasury from the Rebate Fund and any other legally available moneys of the Issuer such amounts as shall be required by the Code to be rebated to the United States Treasury; and

(D) keeping such records of the determinations made pursuant to this Section 4.04 as shall be required by the Code, as well as evidence of the fair market value of any investments purchased with "gross proceeds" of the Bonds (as defined in the Code).

The provisions of the above-described Certificate as to Arbitrage and Certain Other Tax Matters may be amended from time to time as shall be necessary, in the opinion of Bond Counsel, to comply with the provisions of the Code.

SECTION 4.05. INVESTMENTS. The Sinking Fund shall be continuously secured in the manner by which the deposit of public funds is authorized to be secured by the laws of the State. Moneys on deposit in the Sinking Fund may be invested and reinvested in Authorized Investments maturing not later than the date on which the moneys therein will be needed. Any and all income received by the Issuer from the investment of moneys in the Sinking Fund or the Rebate Fund shall be retained in such respective Fund or Account. All investments shall be valued at cost.

Nothing contained in this Resolution shall prevent any Authorized Investments acquired as investments of or security for funds held under this Resolution from being issued or held in book-entry form on the books of the Department of the Treasury of the United States.

SECTION 4.06. SEPARATE ACCOUNTS. The moneys required to be accounted for in each of the Sinking Fund and Rebate Fund established herein may be deposited in a single bank account, and funds allocated to such Funds established herein may be invested in a common investment pool, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the moneys on deposit therein and such investments for the various purposes of such Sinking Fund and Rebate Fund as herein provided.

The designation and establishment of the Sinking Fund and the Rebate Fund in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues as herein provided.

ARTICLE V
COVENANTS OF THE ISSUER

SECTION 5.01. BOOKS AND RECORDS. The Issuer will keep books and records of the receipt of the Ad Valorem Taxes and the funds established hereunder in accordance with generally accepted accounting principles, and the Holder or Holders of Bonds shall have the right at all reasonable times to inspect the records, accounts and data of the Issuer relating thereto.

SECTION 5.02. ANNUAL AUDIT. The Issuer shall, immediately after the close of each Fiscal Year, cause the financial statements of the Issuer to be properly audited by a recognized independent certified public accountant or recognized independent firm of certified public accountants, and shall require such accountants to complete their report on the annual financial statements in accordance with applicable law. The annual financial statements shall be prepared in conformity with generally accepted accounting principles as applicable to local governments.

SECTION 5.03. NO IMPAIRMENT. The pledging of the Pledged Revenues in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the Council.

SECTION 5.04. FEDERAL INCOME TAX COVENANTS. The Issuer covenants with the Holders of the Bonds that it shall not use the proceeds of such Bonds in any manner which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation to the extent not otherwise included therein on the date of issuance of the Bonds.

The Issuer covenants with the Holders of the Bonds that neither the Issuer nor any Person under its control or direction will make any use of the proceeds of such Bonds (or amounts deemed to be proceeds under the Code) in any manner which would cause such Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Code and neither the Issuer nor any other Person shall do any act or fail to do any act which would cause the interest on such Bonds to be included in gross income for purposes of federal income taxation.

The Issuer hereby covenants with the Holders of Bonds that it will comply with all provisions of the Code necessary to maintain the exclusion of interest on the Bonds from gross income for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the United States Treasury pursuant to the Code.

ARTICLE VI
DEFAULTS AND REMEDIES

SECTION 6.01. EVENTS OF DEFAULT. The following events shall each constitute an "Event of Default":

(A) Default shall be made in the payment of the principal of, redemption premium, if any, or interest on any Bond, when due.

(B) The Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Resolution on the part of the Issuer to be performed, and such default shall continue for a period of thirty (30) days after written notice of such default shall have been received from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds Outstanding. Notwithstanding the foregoing, and provided that no such grace period shall exceed sixty (60) days, the Issuer shall not be deemed in default hereunder if such default can be cured within a reasonable period of time and if the Issuer in good faith institutes curative action and diligently pursues such action until the default has been corrected.

(C) An Act of Bankruptcy shall have occurred with respect to the Issuer.

SECTION 6.02. REMEDIES. Any Holder of Bonds issued under the provisions of this Resolution or any trustee or receiver acting for such Bondholders may, either at law or in equity, by suit, action, mandamus or other proceedings in any court of competent jurisdiction, protect and enforce any and all rights under the Laws of the State of Florida, or granted and contained in this Resolution, and may enforce and compel the performance of all duties required by this Resolution or by any applicable statutes to be performed by the Issuer or by any officer thereof; provided, however, no Holder shall have the right to declare the Bonds immediately due and payable.

The Holder or Holders of Bonds in an aggregate principal amount of not less than twenty-five percent (25%) of the Bonds then Outstanding may by a duly executed certificate in writing, appoint a trustee for Holders of Bonds issued pursuant to this Resolution with authority to represent such Bondholders in any legal proceedings for the enforcement and protection of the rights of such Bondholders and such certificate shall be executed by such Bondholders or their duly authorized attorneys or representatives, and shall be filed in the office of the Clerk. Notice of such appointment, together with evidence of the requisite signatures of the Holders of not less than twenty-five percent (25%) in aggregate principal amount of Bonds Outstanding and the trust instrument under which the trustee shall have agreed to serve shall be filed with the Issuer and the trustee and notice of appointment shall be given to all Holders of Bonds in the same manner as notices of redemption are given hereunder. After the appointment of the first trustee hereunder, no further trustees may be appointed; however, the holders of a majority in aggregate principal

amount of all the Bonds then Outstanding may remove the trustee initially appointed and appoint a successor and subsequent successors at any time.

SECTION 6.03. DIRECTIONS TO RECEIVER AS TO REMEDIAL PROCEEDINGS. The Holders of a majority in principal amount of the Bonds then Outstanding shall have the right, by an instrument or concurrent instruments in writing executed and delivered to any trustee or receiver appointed pursuant to Section 6.02 hereof, to direct the method and place of conducting all remedial proceedings to be taken by such trustee or receiver hereunder, provided that such direction shall not be otherwise than in accordance with law or the provisions hereof, and that the trustee or receiver shall have the right to decline to follow any such direction which in the opinion of the trustee or receiver would be unjustly prejudicial to Holders of Bonds not parties to such direction.

SECTION 6.04. REMEDIES CUMULATIVE. No remedy herein conferred upon or reserved to the Bondholders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. If any remedial action is discontinued or abandoned, the Bondholders shall be restored to their former positions.

SECTION 6.06. WAIVER OF DEFAULT. No delay or omission of any Bondholder to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or an acquiescence therein; and every power and remedy given by this Article VI to the Bondholders may be exercised from time to time, and as often as may be deemed expedient.

SECTION 6.07. APPLICATION OF MONEYS AFTER DEFAULT. If an Event of Default shall happen and shall not have been remedied, the Issuer, the Paying Agent or a trustee or receiver appointed for such purpose shall apply all Pledged Revenues as follows and in the following order:

A. To the payment of the reasonable and proper charges, expenses and liabilities of the trustee or receiver, Registrar and Paying Agent hereunder.

B. To the payment of all costs and expenses necessary to collect Ad Valorem Taxes.

C. To the payment of the interest and principal or Redemption Price, if applicable, then due on the Bonds, as follows:

(1) Unless the principal of all the Bonds shall have become due and payable, all such moneys shall be applied:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due, in the order of the maturity of such

installments, and, if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the Persons entitled thereto, without any discrimination or preference; and

SECOND: to the payment to the Persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due at maturity or upon mandatory redemption prior to maturity (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of Section 8.01 of this Resolution), in the order of their due dates, with interest upon such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment first of such interest, ratably according to the amount of such interest due on such date, and then to the payment of such principal, ratably according to the amount of such principal due on such date, to the Persons entitled thereto without any discrimination or preference.

(2) If the principal of all the Bonds shall have become due and payable, all such moneys shall be applied first to the payment of the principal and interest then due and unpaid upon the Bonds, with interest thereon as aforesaid, without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the Persons entitled thereto without any discrimination or preference.

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ARTICLE VII
SUPPLEMENTAL RESOLUTIONS

SECTION 7.01. SUPPLEMENTAL RESOLUTION WITHOUT CONSENT. The Issuer, from time to time and at any time, may adopt such Supplemental Resolutions without the consent of the Bondholders (which Supplemental Resolution shall thereafter form a part hereof), for any of the following purposes:

(A) To cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Resolution or to clarify any matters or questions arising hereunder in a manner consistent with the provisions of this Resolution.

(B) To grant to or confer upon the Bondholders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondholders.

(C) To add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Resolution other conditions, limitations and restrictions thereafter to be observed.

(D) To add to the covenants and agreements of the Issuer in this Resolution other covenants and agreements thereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer.

(E) To achieve compliance with any applicable federal securities law or with the Code and applicable regulations thereunder.

(F) To make any other change that, in the opinion of the Issuer, would not materially adversely affect the security for the Bonds.

SECTION 7.02. SUPPLEMENTAL RESOLUTION WITH BONDHOLDERS' CONSENT. Subject to the terms and provisions contained in this Section 7.02 and Section 7.01 hereof, the Holder or Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall have the right, from time to time, anything contained in this Resolution other than in this Section 7.02 to the contrary notwithstanding, to consent to and approve the adoption of such Supplemental Resolution or Resolutions hereto as shall be deemed necessary or desirable by the Issuer for the purpose of supplementing, modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution; provided, however, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 7.02. No Supplemental Resolution may be approved or adopted which shall permit or require (A) an extension of

the maturity of the principal of or the payment of the interest on any Bond issued hereunder, (B) reduction in the principal amount of any Bond or the Redemption Price or the rate of interest thereon, (C) the creation of a lien upon or a pledge of the Pledged Revenues other than the lien and pledge created by this Resolution or any other lien or pledge permitted by the terms of this Resolution which materially adversely affects any Bondholders, (D) a preference or priority of any Bond or Bonds over any other Bond or Bonds, or (E) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution. Nothing herein contained, however, shall be construed as making necessary the approval by Bondholders of the adoption of any Supplemental Resolution as authorized in Section 7.01 hereof.

Except as provided in the final paragraph of this Section, if at any time the Issuer shall determine that it is necessary or desirable to adopt any Supplemental Resolution pursuant to this Section 7.02, the Clerk shall cause the Registrar to give notice of the proposed adoption of such Supplemental Resolution and the form of consent to such adoption to be mailed, postage prepaid, to all Bondholders at their addresses as they appear on the registration books. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the offices of the Clerk and the Registrar for inspection by all Bondholders. The Issuer shall not, however, be subject to any liability to any Bondholder by reason of its failure to cause the notice required by this Section 7.02 to be mailed and any such failure shall not affect the validity of such Supplemental Resolution when consented to and approved as provided in this Section 7.02.

Whenever the Issuer shall deliver to the Clerk an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding, which instrument or instruments shall refer to the proposed Supplemental Resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Issuer may adopt such Supplemental Resolution in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds Outstanding at the time of the adoption of such Supplemental Resolution shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such Supplemental Resolution, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Issuer from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any Supplemental Resolution pursuant to the provisions of this Section 7.02, this Resolution shall be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this

Resolution of the Issuer and all Holders of Bonds then Outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Resolution as so modified and amended.

Notwithstanding any other provision of this Section 7.02, Holders of Bonds shall be deemed to have provided consent pursuant to this Section 7.02 if the offering document for such Bonds expressly describes the Supplemental Resolution and the amendments to this Resolution contained therein and states by virtue of the Holders' purchase of such Bonds the Holders are deemed to have notice of, and consented to, such Supplemental Resolution and amendments.

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ARTICLE VIII
DEFEASANCE

SECTION 8.01. DEFEASANCE. If the Issuer shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Resolution, then the pledge of the Pledged Revenues, and all covenants, agreements and other obligations of the Issuer to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Paying Agent shall pay over or deliver to the Issuer all money or securities held by it pursuant to the Resolution which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption.

Any Bonds or interest installments appertaining thereto, whether at or prior to the maturity or redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section 8.01 if (A) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, (B) there shall have been deposited in irrevocable trust with a banking institution or trust company by or on behalf of the Issuer either moneys in an amount which shall be sufficient, or Defeasance Obligations, which in either case shall be verified by an independent certified public accountant to be in such amount that the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with such banking institution or trust company at the same time shall be sufficient, to pay the principal of or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (C) the Issuer shall receive an opinion of Bond Counsel to the effect that refunded Bonds are defeased in accordance with this Section 8.01 and, therefore, are no longer Outstanding under this Resolution. Except as hereafter provided, neither the Defeasance Obligations nor any moneys so deposited with such banking institution or trust company nor any moneys received by such banking institution or trust company on account of principal of or Redemption Price, if applicable, or interest on said Defeasance Obligations shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal of or Redemption Price, if applicable, of the Bonds for the payment or redemption of which they were deposited and the interest accruing thereon to the date of maturity or redemption; provided, however, the Issuer may substitute new Defeasance Obligations and moneys for the deposited Defeasance Obligations and moneys if the new Defeasance Obligations and moneys are verified by an independent certified public accountant as being sufficient to pay the principal of or Redemption Price, if applicable, and interest on the refunded Bonds.

In the event the Bonds for which moneys are to be deposited for the payment thereof in accordance with this Section 8.01 are not by their terms subject to redemption within the next succeeding sixty (60) days, the Issuer shall cause the Registrar to mail a notice to the Holders of such Bonds that the deposit required by this Section 8.01 of moneys or Defeasance Obligations has been made and said Bonds are deemed to be paid in accordance with the provisions of this Section 8.01 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal of or Redemption Price, if applicable, and interest on said Bonds.

Nothing herein shall be deemed to require the Issuer to call any of the Outstanding Bonds for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early redemption.

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ARTICLE IX
MISCELLANEOUS

SECTION 9.01 OFFICIAL NOTICE OF SALE. The form of the Official Notice of Sale attached hereto as Exhibit A and the terms and provisions thereof are hereby authorized and approved. The City Manager is hereby authorized to make such changes, insertions and modifications as he or she shall deem necessary prior to the advertisement of such Official Notice of Sale or a summary thereof. The City Manager is hereby authorized to advertise and publish the Official Notice of Sale, or a summary thereof, at such time as he deems necessary and appropriate, upon the advice of the Financial Advisor, to accomplish the competitive sale of the Bonds.

SECTION 9.02. 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 Bonds for sale with such changes, modifications and insertions as the City Manager may determine are necessary and appropriate for the Preliminary Official Statement to be deemed "final" in accordance with this Section 9.02. The City Manager and the Finance Director of the Issuer are each hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" in accordance with paragraph (b)(1) of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule) and the applicable rules developed by the Municipal Securities Rulemaking Board. Execution by the City Manager 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, deletions or modifications.

SECTION 9.03. OFFICIAL STATEMENT. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, the Mayor, the City Manager and the Finance Director are hereby authorized and directed to execute and deliver a final Official Statement, dated the date of the execution 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 such changes, amendments, modifications, omissions and additions as may be approved by the City Manager and the Finance Director. Said Official Statement, including any such changes, amendments, modifications, omissions and additions as approved by the City Manager and the Finance Director, and the information contained therein are hereby authorized to be used in connection with the sale of the Bonds to the public. Execution by the Mayor, the City Manager and the Finance Director of the Official Statement shall be deemed to be conclusive evidence of the approval of such changes.

SECTION 9.04. APPOINTMENT OF PAYING AGENT AND REGISTRAR. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, U.S. Bank National Association, Orlando, Florida, is

hereby designated Registrar and Paying Agent for the Bonds. The City Manager and the Clerk are hereby authorized to enter into any agreement which may be necessary to effect the transaction contemplated by this Section and the Resolution.

SECTION 9.05. APPROVAL OF ESCROW DEPOSIT AGREEMENT; APPOINTMENT OF ESCROW AGENT. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, the Issuer hereby authorizes the City Manager 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 City Manager. Execution by the City Manager 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 Treasury obligations.

SECTION 9.06. SECONDARY MARKET DISCLOSURE. Subject in all respects with the successful award of the Bonds in accordance with Section 2.01 hereof, the Issuer hereby covenants and agrees that, in order to provide for compliance by the Issuer with the secondary market disclosure requirements of 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 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 City Manager. The Issuer hereby authorizes the City Manager to execute and the City Clerk 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 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 9.06 and the Disclosure Agreement. For purposes of this Section 9.06 "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 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.

SECTION 9.07. SALE OF BONDS. The Bonds shall be issued and sold at public or private sale at one time or in installments from time to time and at such price or prices as shall be consistent with the provisions of the Act, the requirements of this Resolution and other applicable provisions of law.

SECTION 9.08. GENERAL AUTHORITY. The Mayor, members of the Council, the Clerk, the City Manager, 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 Resolution, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, or the Official Notice of Sale, or desirable or consistent with the requirements of this Resolution, the Official Statement, the Disclosure Agreement, the Escrow Deposit Agreement, and the Official Notice of Sale, and the Mayor, each member of the Council, employee, attorney and officer of the Issuer, the City Manager, the Finance Director and the Clerk are 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. Bond Counsel and the Issuer's Financial Advisor are authorized to take all necessary action to accomplish the purposes of this Resolution. To the extent the Mayor is unable or unavailable to perform any obligation or duty hereunder, the Vice Mayor is authorized to act on his or her behalf. To the extent the City Manager is unable or unavailable to perform any obligation or duty hereunder, the Mayor and the Finance Director are each authorized to act on his or her 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 or his behalf.

SECTION 9.09. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this Resolution 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 and provisions of this Resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Bonds issued hereunder.

SECTION 9.10. REPEAL OF INCONSISTENT RESOLUTIONS. All ordinances, resolutions or parts thereof in conflict herewith are hereby superseded and repealed to the extent of such conflict.

SECTION 9.11. EFFECTIVE DATE. This Resolution shall become effective immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida this 28th day of November, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

EXHIBIT A

FORM OF OFFICIAL NOTICE OF SALE

EXHIBIT B

FORM OF PRELIMINARY OFFICIAL STATEMENT

EXHIBIT C

FORM OF DISCLOSURE AGREEMENT

EXHIBIT D

FORM OF ESCROW DEPOSIT AGREEMENT

EXHIBIT E

FINANCIAL PLAN

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager – City Engineer
Jesus Merejo, Utility Systems Department Director - Interim Assistant City Manager
James Angstadt, PE, Public Works Director
Cheryl Shanaberger, Procurement Management Director

FROM: Robyn Holder, CPPB
Procurement Management Department

Agenda Item: Motion: E-Bid #20160115 – A-19 Water Control Structure Automation Construction Project

Submittal Date: 11/16/2016

STRATEGIC PLAN LINK: Goals 2020, Goal 3 Balanced and Responsible Sustainable Growth, Short Term Challenges and Opportunities, No. 1 - "Aging City infrastructure needing maintenance, upgrade or replacement"

BACKGROUND: The City of Port St. Lucie has a number of large scale Drainage Control Structures which are utilized to control the flow of storm water within the City. The A-19 Drainage Control Structure is located west of the Florida Turnpike and east of Paar Drive in the southern area of the City. The structure is one of three primary drainage facilities that manage and control drainage runoff from an 8,800 acre watershed. The original A-19 Drainage Structure was constructed over thirty (30) years ago and recent inspections have revealed deterioration in several elements of the structure. To correct the deterioration, the Public Works Department has undertaken the project to upgrade and modernize this significant structure. The project has undergone the design phase and is ready for construction.

An E-Bid for the A-19 Water Control Structure Automation Construction Project was issued on June 30, 2016 to one thousand three hundred fifteen (1,315) potential suppliers with thirty one (31) downloading the bid documents and being listed as

plan holders. The E-Bid was opened on August 30, 2016 with one (1) firm submitting a proposal.

ANALYSIS: Staff reviewed the proposal that was over budget. Staff met with Douglas N. Higgins, Inc. to request a best and final offer so we can proceed with this much needed project within the budgeted amount. Staff and firm diligently negotiated a contract that represents a fair value for the requested scope of work. Douglas N. Higgins, Inc. meets the City's standard and is not a local firm.

FINANCIAL INFORMATION: Funds are available in the Storm Water Fund / Greenbelt / Improvements O/T Building / A-19 Control Structure

LEGAL INFORMATION: Reviewed by Ella Gilbert on 7/21/2016 and approved as to form

STAFF RECOMMENDATION: Approval of award and Contract #20160115 A-19 Water Control Structure Automation Construction Project with Douglas N. Higgins, Inc. in the amount of $651,540.00, plus a one-time $10.00 Indemnification Fee. The Contract period will be one hundred eighty (180) calendar days with no option to renew.

SPECIAL CONSIDERATION: N/A

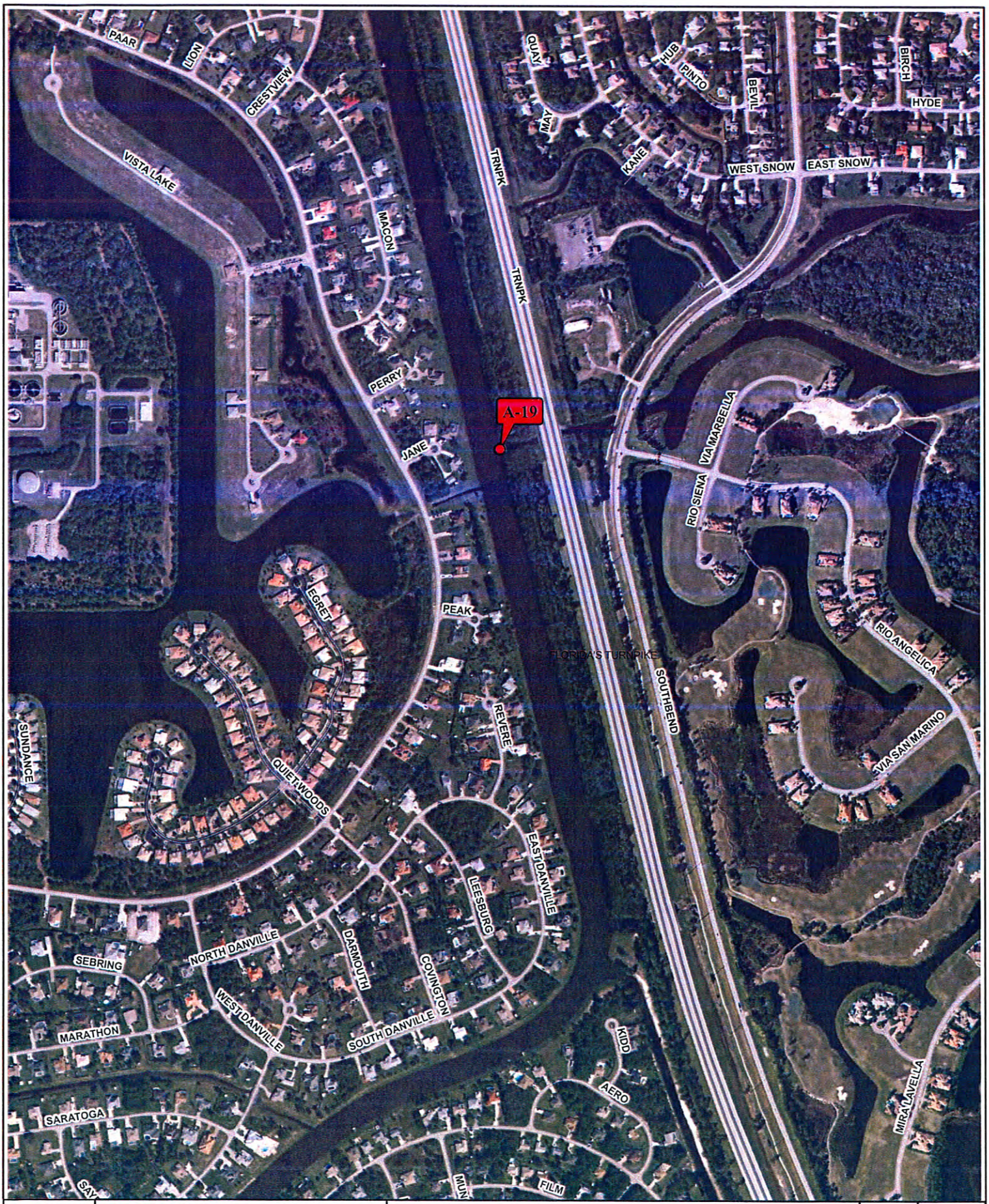
PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: Port St. Lucie, Florida

ATTACHMENTS: Contract, E-Bid Tabulation Report, Winning Proposal, Solicitation Request, E-Bid Document, Attachments, Addenda, Sign In Sheets, Unsuccessful Proposals

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



City of Port St Lucie
Public Works Dept.

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

A-19 Water Control Structure

Aerial Date: June 2016

Date	11/17/2016
Page	1 of 1
Tech	DG
MSGIS#	SiteLoc

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CITY OF PORT SAINT LUCIE
CONTRACT #20160115

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

John Dunton, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4035 Fax: (772) 871-5289
Email: jdunton@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean:

Douglas N. Higgins, President
Douglas N. Higgins, Inc.
3390 Travis Pointe Road, Suite A
Ann Arbor, Michigan 48108
Telephone: 734-996-9500 Fax: 734-996-8480
Email: danh@dnhiggins.com

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160115, **A-19 Water Control Structure Automation Construction Project** including all Attachments, Technical Specifications,

all Addenda, Construction Plans, sheets #1 through #10 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: It is the general intent that the Contractor is responsible for dewatering of the areas on the upstream and downstream sides of the A-19 Control Structure to remove and replace the three (3) existing operable gates, refurbish both sides of the existing steel sheet piling, clean and seal the existing concrete cap, restore the adjacent channel, and rip-rap areas. The Contractor will also be responsible for the installation, testing and adjusting of automatic electric motor actuators onto the three (3) replacement operable gates, a pole mounted CCTV camera for viewing the gates operation, Contractor designed site lighting, a rain gage, a downstream water level monitoring sensor and all necessary electrical conductor, conduit, and necessary connections, programming, and other items as necessary to provide a remotely operational automatic gate actuator system. The Contractor is also responsible for providing building department permitting for the project.

A control panel and upstream water level monitoring sensor is currently installed at the site. The control panel is connected to one (1) water level sensor at the project site and interconnected to allow remote monitoring. The Contractor will be responsible for the replacement of the existing Programmable Logic Controller inside the existing control panel with the City of Port St. Lucie Utilities System Department current standard controller (M340) and all programming to allow continued real time remote observation and the connections to the camera, electric motor actuators, and water level monitoring systems and operation of the electric motor operators. The Contractor is also responsible for providing the additional programming to allow the actuators to operate automatically.

The City will be obtaining a permit from the Turnpike Authority to allow access to the site at Mile Marker 140.25 (west side). This will be an option to the Contractor and is not a requirement.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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

Weather Days – The City may grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If the Contractor claims a weather day, no work shall be performed.

If there is a conflict between FDOT Specifications and the City's specifications, the City's specifications will supersede.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate one hundred eighty (180) calendar days thereafter on _____, 2017. The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of **$651,540.00**, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be in made in thirty (30) days after the receipt of a proper Pay Request. Retainage of five percent (5%) will be held from each approved pay request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to each invoice.

An updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

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

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

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

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

SECTION VI
WORK CHANGES

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

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of

possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160115 – A-19 Water Control Structure Automation Construction Project shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial

General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

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

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such

examination, inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

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

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

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

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

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

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

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

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

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

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or

to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand five hundred eighty four ($1,584.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

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

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

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

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in

testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of Douglas N. Higgins, Inc.

_____
Print Representative's Name

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

SCHEDULE "A"

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
		GENERAL ITEMS				
1	101-1A	MOBILIZATION (INCLUDES GEN COND., BONDS)	LS	1	$ 67,353.00	$ 67,353.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	$ 4,600.00	$ 4,600.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	320	$ 16.50	$ 5,280.00
4	104-12	STABILIZED CONSTRUCTION ENTRANCE	EA	1	$ 3,000.00	$ 3,000.00
5	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 8,275.00	$ 8,275.00
6	110-3	CLEARING & GRUBBING	AC	0.50	$ 8,900.00	$ 4,450.00
7	110-6	REMOVAL OF EXISTING STRUCTURES/DEMOLITION	LS	1	$ 22,070.00	$ 22,070.00
8	120-1	REGULAR EMBANKMENT	CY	400	$ 20.00	$ 8,000.00
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1	$ 10,000.00	$ 10,000.00
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS/EARTH PLUG	LS	1	$ 145,060.00	$ 145,060.00
11	455-1B	RIPRAP (DITCH LINING)	SY	663	$ 77.00	$ 51,051.00
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472	$ 155.00	$ 73,160.00
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7	$ 210.00	$ 1,470.00
14		CREDIT FOR LEAVING FILL ON SITE	LS	1	$ (11,220.00)	$ (11,220.00)
15		CREDIT FOR PORT ST. LUCIE LOADING TRUCKS	LS	1	$ (4,300.00)	$ (4,300.00)
14		***Subtotal for General Items***	--	--	--	**$ 388,249.00**
		FENCING				
16	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56	$ 33.00	$ 1,848.00
17	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56	$ 55.00	$ 3,080.00
18	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3	$ 300.00	$ 900.00
19		***Subtotal for Planting and Grassing***	--	--	--	**$ 5,828.00**
		PLANTING & GRASSING				
20	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100	$ 2.65	$ 5,565.00
21	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000	$ 1.00	$ 13,000.00
22		***Subtotal for Planting and Grassing***	--	--	--	**$ 18,565.00**
		UTILITIES				
23	715-4019	LIGHTING SYSTEM	LS	1	$ 5,200.00	$ 5,200.00

24	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1	$ 9,200.00	$ 9,200.00
25	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026	$ 18.00	$ 54,468.00
26	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135	$ 138.00	$ 18,630.00
27	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1	$ 14,100.00	$ 14,100.00
28	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3	$ 21,400.00	$ 64,200.00
29	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3	$ 7,200.00	$ 21,600.00
30	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1	$ 48,000.00	$ 48,000.00
31	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1	$ 3,500.00	$ 3,500.00
32		***Subtotal for Utilities***	--	--	--	**$ 238,898.00**
33		***Total Amount***				**$ 651,540.00**

E-Bid Tabulation Report
E-Bid #20160115
A-19 Water Control Structure Automation Construction Project
Schedule A
Opened: 8/30/2016 - 3:00 PM

					Douglas N. Higgins, Inc.	
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8	120-1	REGULAR EMBANKMENT	CY	400	$ 20.00	$ 8,000.00
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1	$ 10,000.00	$ 10,000.00
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1	$ 190,100.00	$ 190,100.00
11	455-1B	RIPRAP (DITCH LINING)	SY	663	$ 77.00	$ 51,051.00
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472	$ 155.00	$ 73,160.00
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7	$ 210.00	$ 1,470.00
14		***Subtotal for General Items***	--	--	--	**$ 448,809.00**
		FENCING				
15	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56	$ 33.00	$ 1,848.00
16	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56	$ 55.00	$ 3,080.00
17	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3	$ 300.00	$ 900.00
18		***Subtotal for Planting and Grassing***	--	--	--	**$ 5,828.00**
		PLANTING & GRASSING				
19	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100	$ 2.65	$ 5,565.00
20	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000	$ 1.00	$ 13,000.00
21		***Subtotal for Planting and Grassing***	--	--	--	**$ 18,565.00**
		UTILITIES				
22	715-4019	LIGHTING SYSTEM	LS	1	$ 5,200.00	$ 5,200.00
23	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1	$ 9,200.00	$ 9,200.00
24	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026	$ 18.00	$ 54,468.00
25	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135	$ 138.00	$ 18,630.00
26	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1	$ 14,100.00	$ 14,100.00
27	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3	$ 21,400.00	$ 64,200.00
28	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3	$ 7,200.00	$ 21,600.00
29	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1	$ 48,000.00	$ 48,000.00
30	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1	$ 3,500.00	$ 3,500.00
31		***Subtotal for Utilitites***	--	--	--	**$ 238,898.00**
32		***Total Amount***				**$ 712,100.00**

Addendum #3 - July 14, 2016
E-Bid #20160115
A-19 Water Control Structure Automation Construction Project
"REVISED" E-Bid Reply Excel Spreadsheet
Schedule A

Company Name: Douglas N. Higgins, Inc.

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
		GENERAL ITEMS				
1	101-1A	MOBILIZATION (INCLUDES GEN COND., BONDS)	LS	1	$ 67,353.00	$ 67,353.00
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1	$ 4,600.00	$ 4,600.00
3	104-11	FLOATING TURBIDITY BARRIER	LF	320	$ 16.50	$ 5,280.00
4	104-12	STABILIZED CONSTRUCTION ENTRANCE	EA	1	$ 3,000.00	$ 3,000.00
5	102-1	MAINTENANCE OF TRAFFIC	LS	1	$ 8,275.00	$ 8,275.00
6	110-3	CLEARING & GRUBBING	AC	0.50	$ 8,900.00	$ 4,450.00
7	110-6	REMOVAL OF EXISTING STRUCTURES/DEMOLITION	LS	1	$ 22,070.00	$ 22,070.00
8	120-1	REGULAR EMBANKMENT	CY	400	$ 20.00	$ 8,000.00
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1	$ 10,000.00	$ 10,000.00
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1	$ 190,100.00	$ 190,100.00
11	455-1B	RIPRAP (DITCH LINING)	SY	663	$ 77.00	$ 51,051.00
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472	$ 155.00	$ 73,160.00
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7	$ 210.00	$ 1,470.00
14		***Subtotal for General Items***	--	--	--	**$ 448,809.00**
		FENCING				
15	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56	$ 33.00	$ 1,848.00
16	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56	$ 55.00	$ 3,080.00
17	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3	$ 300.00	$ 900.00
18		***Subtotal for Planting and Grassing***	--	--	--	**$ 5,828.00**
		PLANTING & GRASSING				
19	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100	$ 2.65	$ 5,565.00
20	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000	$ 1.00	$ 13,000.00
21		***Subtotal for Planting and Grassing***	--	--	--	**$ 18,565.00**
		UTILITIES				
22	715-4019	LIGHTING SYSTEM	LS	1	$ 5,200.00	$ 5,200.00
23	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1	$ 9,200.00	$ 9,200.00
24	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026	$ 18.00	$ 54,468.00
25	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135	$ 138.00	$ 18,630.00
26	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1	$ 14,100.00	$ 14,100.00
27	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3	$ 21,400.00	$ 64,200.00
28	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3	$ 7,200.00	$ 21,600.00
29	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1	$ 48,000.00	$ 48,000.00
30	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1	$ 3,500.00	$ 3,500.00
31		***Subtotal for Utilitites***	--	--	--	**$ 238,898.00**
32		***Total Amount***				**$ 712,100.00**

NOTE: Unit prices can only go out to 2 digits.
EXAMPLE: $5.25 is acceptable - $5.2555 is unacceptable.

E-Bid Reply Sheet #20160115

A-19 Water Control Structure Automation Construction Project

1. **COMPANY NAME**: Douglas N. Higgins, Inc.

DIVISION OF: _____

PHYSICAL ADDRESS: 3390 Travis Pointe Rd. Suite A Ann Arbor, MI 48108

MAILING ADDRESS: same

CITY, STATE, ZIP CODE: Ann Arbor, MI 48108

TELEPHONE NUMBER: (734) 996-9500 FAX NO: (734) 996-8480

CONTACT PERSON: Dan Higgins E-MAIL: danh@dnhiggins.com

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

Is the firm incorporated? (Yes)--No If yes, in what state? Michigan

Douglas N. Higgins
President

Brandy Bartolone, Daniel Higgins, Kelly Wilkie, 1
Vice President

Kelly Wilkie
Treasurer

How long in present business: 50 How long at present location: 20

Total number of staff at this present location? 15

Total number of staff for your firm with the Treasure Coast area: 8

Is firm a minority business: Yes--(No) Does firm have a drug-free workplace program: (Yes)--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes --(No)

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

Addendum Number	Date Issued	Addendum Number	Date Issued
1	7-14-16	4	8/9/16
2	7-14-16		
3	7-14-16		

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

5. **BID RESPONSE:**

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

5.2 Percentage of discount when payment is made with Visa: N/A %

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

5.3 Bid Reply Base Bid Total from Schedule "A" on Lines #1 - 32: $ 712,100 --
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160115 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY
1	101-1A	MOBILIZATION (INCLUDES GEN COND., BONDS)	LS	1
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1
3	104-11	FLOATING TURBIDITY BARRIER	LF	320
4	104-12	STABILIZED CONSTRUCTION ENTRANCE	EA	1
5	102-1	MAINTENANCE OF TRAFFIC	LS	1
6	110-3	CLEARING & GRUBBING	AC	0.50
7	110-6	REMOVAL OF EXISTING STRUCTURES/DEMOLITION	LS	1
8	120-1	REGULAR EMBANKMENT	CY	400
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1
11	455-1B	RIPRAP (DITCH LINING)	SY	663
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7
14		***Subtotal for General Items***	--	--
		FENCING		
15	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56

16	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56
17	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3
18		***Subtotal for Planting and Grassing***	--	--
		PLANTING & GRASSING		
19	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100
20	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000
21		***Subtotal for Planting and Grassing***	--	--
		UTILITIES		
22	715-4019	LIGHTING SYSTEM	LS	1
23	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1
24	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026
25	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135
26	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1
27	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3
28	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3
29	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1
30	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1
31		***Subtotal for Utilities***	--	--
32		***Base Bid Total Amount***		
		RESTORATION OF TURNPIKE ACCESS – OPTIONAL ITEMS		
33		REMOVAL & REPLACEMENT OF RIGHT-OF-WAY FENCING	LS	1
34		CLOSE OFF ACCESS TO TURNPIKE WHEN NOT IN USE	LS	1
35		PLACE & MAINTAIN MOT SIGNING IN ACCORDANCE WITH FDOT 600 INDEXES "TRUCK ENTERING/LEAVING THE HIGHWAY"	LS	1
36		REGRADE & REPLACE DAMAGED SOD	LS	1

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. **INSURANCE/CERTIFICATES/LICENSE** - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/14/2016

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

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

PRODUCER
Hylant Group Inc - Ann Arbor
24 Frank Lloyd Wright Dr J4100
Ann Arbor MI 48105

CONTACT NAME:
PHONE (A/C, No, Ext): 734-741-0044 FAX (A/C, No): 734-741-1850
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Insurance Company	35289
INSURER B: Continental Casualty Company	20443
INSURER C: Valley Forge Insurance Co	20508
INSURER D: Greenwich Insurance Company	22322
INSURER E:	
INSURER F:	

INSURED HIGGI-5
Douglas N. Higgins, Inc.
3390 Travis Pointe, Suite A
Ann Arbor MI 48108

COVERAGES CERTIFICATE NUMBER: 1167118847 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			U1061922047	4/1/2016	4/1/2017	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$15,000
	X Includes XCU						PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT LOC							$
	AUTOMOBILE LIABILITY			U1061922033	4/1/2016	4/1/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			U1061922050	4/1/2016	4/1/2017	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC434990543	4/1/2016	4/1/2017	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Professional/ Pollution			PEC0025095	4/1/2016	4/1/2017	2,000,000 4,000,000	Each Claim Aggregate

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

General Liability and Automobile Liability coverage terms include Additional Insureds if required by contract. on a primary basis. Waivers of subrogation will be endorsed to Workers' Compensation, General Liability and Automobile Liability if required by contract.

CERTIFICATE HOLDER

TO WHOM IT MAY CONCERN

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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State of Florida
Department of State

I certify from the records of this office that DOUGLAS N. HIGGINS INC. is a Michigan corporation authorized to transact business in the State of Florida, qualified on August 1, 1973.

The document number of this corporation is 830666.

I further certify that said corporation has paid all fees due this office through December 31, 2016, that its most recent annual report/uniform business report was filed on January 7, 2016, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Seventh day of January, 2016

Ken Detzner

Secretary of State

Tracking Number: CC4525079233

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANNN ARBOR MI 48108

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC060189 ISSUED: 08/17/2016

CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1608170002656

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC060189	

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

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANNN ARBOR MI 48108

ISSUED: 08/17/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1608170002656

currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. **CERTIFICATION**

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

Kelly A. Wilkie — Signature

8-9-16 — Date

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

Kelly A. Wilkie — Signature

8-9-16 — Title

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

Balance of page left intentionally blank

Sandra K Garrison
Secretary

contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed. NO

Total Number of Projects where Failure to Complete Work Occurred: 0

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes ( ) No (X)

If yes, please explain:

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

none

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

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

none

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

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

none

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

Kelly A. Meike — Signature

Vice-President — Title

Licensee Details

Licensee Information

Name:	ROUSSEAU, JOHN R JR (Primary Name) LOREN JOCK TRUCKING, INC. (DBA Name)
Main Address:	468 GLENBROOK DR ATLANTIS Florida 33462
County:	PALM BEACH
License Mailing:	
LicenseLocation:	6776 SW CHASE CT STUART FL 34997
County:	MARTIN

License Information

License Type:	Certified General Contractor
Rank:	Cert General
License Number:	CGC034877
Status:	Current,Active
Licensure Date:	10/26/1985
Expires:	08/31/2016

Special Qualifications	**Qualification Effective**
Construction Business	**03/08/2016**

Alternate Names

View Related License Information

View License Complaint

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Under Florida law, email addresses are public records. If you do not want your email address released in response to a public-records request, do not send electronic mail to this entity. Instead, contact the office by phone or by traditional mail. If you have any questions, please contact 850.487.1395. *Pursuant to Section 455.275(1), Florida Statutes, effective October 1, 2012, licensees licensed under Chapter 455, F.S. must provide the Department with an email address if they have one. The emails provided may be used for official communication with the licensee. However email addresses are public record. If you do not wish to supply a personal address, please provide the Department with an email address which can be made available to the public. Please see our Chapter 455 page to determine if you are affected by this change.

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER
EC0001253

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

SHARKEY, DONALD G
CURRENT CONNECTIONS INC
1620 HILL AVENUE
MANGONIA PARK FL 33407

ISSUED: 06/30/2016

DISPLAY AS REQUIRED BY LAW

SEQ # L1606300001171

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

5 Address (number, street, and apt. or suite no.)
3390 Travis Pointe Rd. Suite A

Requester's name and address (optional)

6 City, state, and ZIP code
Ann Arbor, MI 48108

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
38 - 1807765

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Kelly A. Wilke Date ▶ 8-2-16

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Douglas N. Higgins, Inc. does:

(Name of Business)

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

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

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

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

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

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

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

Kelly A. Wilhite

Bidder's Signature

8-9-16

Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160115
PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm: Douglas N. Higgins, Inc.

Corporate Title: _____

Address: 3390 Travis Pointe Rd. Suite A
Ann Arbor, MI 48108
(Zip Code)

By: Kelly A. Wilkie (Print name) Vice-President (Print title)

Kelly A. Wilkie
(Authorized Signature)

Telephone: (734) 996-9500

Fax: (734) 996-8480

State License # CGC060189 **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

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

(850) 487-1395

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANNN ARBOR MI 48108

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

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

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

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC060189 ISSUED: 08/27/2014

CERTIFIED GENERAL CONTRACTOR
HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2016 L1408270003526

DETACH HERE

RICK SCOTT, GOVERNOR

KEN LAWSON, SECRETARY

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

LICENSE NUMBER	
CGC060189	

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

HIGGINS, DANIEL NORMAN
DOUGLAS N HIGGINS INC
3390 TRAVIS POINTE ROAD
SUITE A
ANNN ARBOR MI 48108

ISSUED: 08/27/2014 DISPLAY AS REQUIRED BY LAW SEQ # L1408270003526

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160115
PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

State of Michigan }

County of Washtenaw }

Kelly A. Wilkie, being first duly sworn, disposes and says that:
(Name/s)

1. They are Vice-President of Douglas N. Higgins, Inc. the Bidder that
(Title) (Name of Company)

has submitted the attached bid;

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

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

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

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

(Signed) Kelly A. Wilkie

(Title) Vice-President

STATE OF ~~FLORIDA~~ Michigan }
COUNTY OF St. Lucie Washtenaw }SS:

The foregoing instrument was acknowledged before me this August 9, 2016
(Date)

by: Kelly A. Wilkie who is personally known to me or who has produced

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

Sandra K. Garrison
Notary (print & sign name)

Commission No. _____

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

VENDOR CODE OF ETHICS

"A City for All Ages"

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

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

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

- Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
- Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
- Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Proposer Douglas N. Higgins, Inc.

Kelly A. Wilkie

Signature

Kelly A. Wilkie, Vice-President

Printed Name and Title

Date 8/9/16

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

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160115
PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: City of Port St. Lucie, State of Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   $75,000 — Dollars (Written) SEVENTY - FIVE THOUSAND DOLLARS EVEN (Figures)

3. The amount listed above has been included within the Base Bid.

Certified: Douglas N. Higgins, Inc.
(Company-Contractor)

By: Kelly A. Wilke Kelly A. Wilke
Vice (President's Signature)
(President's Typed or Printed Name)

Sworn to and subscribed before me in Washtenaw County, ~~Florida~~ Michigan on the 9th day of Aug, 2016

Sandra K Garrison
NOTARY PUBLIC

SANDRA K GARRISON
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF WASHTENAW
My Commission Expires January 10, 2020

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Douglas N. Higgins, Inc.
3390 Travis Pointe, Suite A
Ann Arbor, MI 48108

SURETY:
(Name, legal status and principal place of business)

Hartford Accident and Indemnity Company
One Hartford Plaza, T-4
Hartford, CT 06155

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

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

BOND AMOUNT: Five percent of attached bid (5%)

PROJECT:
(Name, location or address, and Project number, if any)

A-19 Water Control Structure Automation Construction Project
E-Bid #20160115

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of August, 2016

Sandra K Harrison
(Witness)

Heather M. Johnson
(Witness)

Douglas N. Higgins, Inc.
(Principal) *(Seal)*
Kelly A. Wilkie
(Title) Vice-President

Hartford Accident and Indemnity Company
(Surety) *(Seal)*
Dawn Radabaugh
(Title) Dawn Radabaugh, Attorney in Fact & FL Resident Agent

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

Init.
/

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
Bond T-4
One Hartford Plaza
Hartford, Connecticut 06155
call. 888-266-3488 *or fax:* 860-757-5835)

Agency Code: 21-211417

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Dawn Radabaugh of LAKE MARY, Florida

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by [X], and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

John Gray, Assistant Secretary

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say; that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Kathleen T. Maynard
Notary Public
My Commission Expires July 31, 2016

CERTIFICATE

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 8, 2016

Signed and sealed at the City of Hartford.

Kevin Heckman, Assistant Vice President

CHECKLIST
BID # 20160115

PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

Name of Bidder: Douglas N. Higgins, Inc.

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

- ✓ Bid Reply Sheet #20160115 with proper signatures upload to Demandstar.
- ✓ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.
- ✓ Drug-Free Workplace Form uploaded to Demandstar.
- ✓ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.
- ✓ All pricing has been mathematically reviewed and all corrections have been initialed.
- ✓ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160115.
- ✓ W-9 as per Section 1.13 uploaded to Demandstar.
- ✓ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.
- ✓ Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.
- ✓ Has reviewed the Contract and accept all City Terms and Conditions.
- ✓ Contractor's Questionnaire uploaded to Demandstar.
- ✓ Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.
- ✓ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.
- ✓ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20160115

Title: A-19 Water Control Structure Automation Construction Project

Bidder/Respondent: Douglas N. Higgins, Inc.

Reference: Collier County LASIP County Barn Road Stormwater Improvements
Email: jameszuver@colliergov.net Telephone #: 239-253-2885
Person to contact: James Zuver

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and email your response to rholder@cityofpsl.com .

Describe the scope of work of the contract awarded by your firm to this Contractor.
Higgins updated the drainage on both sides of County Barn Road in Collier County for Collier County. This is a two lane road with a weir and about 2300 LF of box culvert on the right side and open swales on the left side. The county, also added milling and resurfacing and Higgins still finish on time. They also had to deal with an unknown fiber optic and two other buried conduits that were not known at the time of bid

Were the inspection services completed on time and within budget? YES

What were/are the project effective dates? January 19, 2015 thru March 13, 2016 completion.

Were the Inspection Reports submitted in a timely manner? YES

What problems were encountered (claims)? NO CLAIMS

How many change orders were requested by this Contractor? NONE

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	10	Final Product	10
Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this Contractor again? Yes [x] No [ ] Maybe [ ]
Comments: Great contractor

Thank you.

For OMB Use Only	
Reference Checked	

CITY OF PORT ST LUCIE
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida, 34984
772-871-5223

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Bid/RFP Number: 20160115

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Bidder/Respondent: Douglas N. Higgins, Inc.

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Email: jameszuver@colliergov.net Telephone #: 239-253-2885
Person to contact: James Zuver

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Qualifications	10	Cooperation	10
Budget Control	10	Reliability	10

Would you contract with this Contractor again? Yes [x] No [ ] Maybe [ ]
Comments: Great contractor

Thank you.

For OMB Use Only	
Reference Checked	

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Contractor Performance Evaluation

Instructions:
Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders with a term of 6 months or more. At a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the District to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period	
4600001969/9500003894	D. N. Higgins, Inc.	8/1/11-7/31/12	☐ Interim ☒ Final
Project Title: Lakeside Ranch STA Pump Station S-650		If evaluating under a work order contract, specify type (i.e., GEPS, STS, IT, SAP, etc.)	

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	Rating: Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
4.	Flexibility in Meeting District Goals	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
6.	Report Quality	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)				24	10
10.	Total Rating Score (Total row 9.)	34				
11.	Average Rating Score (Divide line 10 by the number 8.)	4.25				

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12.	Current tasks completed and/or deliverables received? If no, reason:	☒ Yes ☐ No
13.	Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☒ Yes ☐ No
14.	Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☒ Yes ☐ No
15.	Contractor strengths: Good knowledge of mechanical systems and pump station operations, which resulted in a smooth acceptance test and commissioning. Hired good subs for concrete, electronics and trash rake systems. Coordinated all subs very well.	
16.	Contractor weaknesses: Contractor needs to be more proactive on fall protection on future work.	
17.	Specific problems incurred*:	
*Note:	Problems concerning loss of keys to District structures/controlled areas should be included in this section. Contact Mary Margaret Mahon for detailed history at extension 6238. Repeated loss of keys may lead to deeming a contractor as non-responsible in conjunction with future solicitations.	
18.	How may these have been prevented?	
19.	Additional comments/recommendations: Contractor worked very well with District construction and field station staff. Contractor was also able to adjust his schedule due to insufficient water for pump testing.	
20.	Comments on SBE utilization: Contractor was able to provide 45% SBE participation on this project which ahd a total project cost of +$7M.	
21.	**Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☒ **Yes** ☐ **No** ☐ **Possibly**

Project Manager (sign)	Date	Section Administrator (sign)	Date
	1/17/13		1/17/13

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT & SBE SECTION USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	SBE Compliant	Comments:
Running Average Score:	☑ Yes ☐ No	

Procurement Representative (sign)	Date	SBE Representative (sign)	Date
	1/18/13	Colleen M Robles	2/1/13

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Contractor Performance Evaluation

Instructions:
Performance evaluations shall be completed by the Project Manager for the following: (1) all Contracts; (2) all individual Work Orders with a term of 6 months or more. At a minimum, the Project Manager shall complete performance evaluations at the mid-point of the project term or at more frequent intervals as required by the Work Order **and** at the time of Work Order or Contract completion.

It is especially important for the Project Manager to contact a Procurement representative to advise of any performance issues so that Procurement can assist with efforts to bring performance back to acceptable standards. It is equally important to complete this form whenever any of the performance indicators are either "marginal" or "unsatisfactory" even when this is not within the normal review cycle. In the event the Average Rating Score is "marginal" or "unsatisfactory" even after reasonable efforts have been taken by the District to improve performance, the Project Manager shall coordinate with Procurement to determine what action needs to be taken under the circumstances.

When completed, forward the evaluation form to Procurement. Procurement will keep track of the Average Rating Scores (Line 11) for all evaluations completed for the entire term of the Contract/Work Order. The completed Performance Evaluation form will be retained in Procurement and will be available as a record of current performance for use in the evaluation process of future solicitations released by the District. The completed evaluation is available to the contractor upon a Public Records request pursuant to Chapter 119, F.S.

Contract/Work Order No.	Contractor	Evaluation Period	☒ Interim
4600002808	D. N. Higgins Inc.	Thru 1-31-2015	☐ Final
Project Title: North Shore Trash Rakes 133/135/153		If evaluating under a work order contract, specify type (i.e., GEPS, STS, IT, SAP, etc.)	

Check the appropriate ratings for Lines 1 through 8.
Sum the individual ratings, by column, to produce the Individual Column Ratings on Line 9.
Sum the Individual Column Ratings in Line 9 to produce the Total Rating Score on Line 10.
Divide the Total Rating Score in Line 10 by the number 8 (the number of performance indicators in Lines 1-8) to produce the Average Rating Score in Line 11.

	Performance Indicators	Rating Unsatisfactory	Marginal	Satisfactory	Very Good	Exceptional
1.	Planning & Approach	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
2.	Staff Capability	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
3.	Staff Effectiveness	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
4.	Flexibility in Meeting District Goals	☐ 1	☐ 2	☐ 3	☐ 4	☒ 5
5.	Promptness of Deliverables/Milestones/Reports	☐ 1	☐ 2	☒ 3	☐ 4	☐ 5
6.	Report Quality	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
7.	Quality of Work Completed	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
8.	Contract Under or at Budgeted Cost and Invoicing Procedures	☐ 1	☐ 2	☐ 3	☒ 4	☐ 5
9.	Individual Column Rating (Total lines 1-8.)			3	24	5
10.	Total Rating Score (Total row 9.)	32				
11.	Average Rating Score (Divide line 10 by the number 8.)	4.				

In Lines 12 through 21, provide any additional detail, as deemed necessary, to support the ratings given in Lines 1 through 8 as well as any additional comments regarding SBE utilization on Line 20. Additional space is available on Line 22 if needed.

12. Current tasks completed and/or deliverables received? If no, reason:	☒ Yes ☐ No
13. Current work completed ahead/on schedule? If no, number of days late: _____ and reason:	☒ Yes ☐ No
14. Contract currently under/at budgeted cost? If not at budget, specify amount over $ _____ and reason:	☒ Yes ☐ No
15. Contractor strengths: Exceptional technical ability, depth of experience, and understanding of construction-related issues	
16. Contractor weaknesses: None specific	
17. Specific problems incurred*: None specific	
*Note: Problems concerning loss of keys to District structures/controlled areas should be included in this section. Contact Mary Margaret Mahon for detailed history at extension 6238. Repeated loss of keys may lead to deeming a contractor as non-responsible in conjunction with future solicitations.	
18. How may these have been prevented?	
19. Additional comments/recommendations: .	
20. Comments on SBE utilization: Compliant	
21. **Currently recommend firm for future contracts/work orders of this type? If "No" or "Possibly", an explanation must be provided in Line 22 below.**	☒ **Yes** ☐ **No** ☐ **Possibly**

Project Manager (sign)	Date	Section Administrator (sign)	Date

22. Please indicate any additional comments corresponding to Performance Indicators (Lines 1-8) on Page 1 – explain marginal/unsatisfactory performance; **if either "No" or "Possibly" apply to Question 21, an explanation must be provided here.** Additional sheets may be attached if necessary.

Number	Remarks
#	
#	

CONTRACT MANAGEMENT/PROCUREMENT & SBE SECTION USE ONLY

Please indicate any additional comments corresponding to the numbered question on Page 1 and/or Page 2:

Number	Remarks
#	
#	

Evaluation Number/Score:	SBE Compliant	Comments:
Running Average Score:	☐ Yes ☐ No	

Procurement Representative (sign)	Date	SBE Representative (sign)	Date

SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR

CITY OF PORT ST. LUCIE

A-19 WATER CONTROL STRUCTURE AUTOMATION CONTRACTION PROJECT

Sealed Electronic Bid # 20160115
(E-BID)

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

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INVITATION TO BID

Sealed Electronic Bid (E-Bid) #20160115 for the A-19 Water Control Structure Automation Construction Project will be received by the City of Port St. Lucie, in the Procurement Management Department, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Blvd., Port St. Lucie, FL 34984-5099, until **August 9, 2016 at 3:00:00 P.M. EST.**

A one-time only site visit has been scheduled for **July 12, 2016 at 10:00 AM**. All interested parties will meet at the entrance gate located at the end of S.W. Andover Court, Port St. Lucie, Florida 34953. No questions will be answered at the site visit. All questions will need to be submitted in writing after the site visit. Any information given at the site visit will not be binding unless issued in an Addendum.

Each Bidder(s) must deposit with his/her bid, a bid bond, or bid guaranty, in the amount five percent (5%) of the total price, made payable to the City of Port St. Lucie. Bid Bond shall be either a certified check, cashier's check, Irrevocable Letter of Credit from a solvent national or state bank, or Bid Bond issued by a Surety licensed to conduct business in the State of Florida. Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond must be scanned and uploaded onto DemandStar.com along with all other required documents, thus showing evidence that a Bid Bond was obtained. Bidders will send the **ORIGINAL** Bid Bond to the City immediately after the opening date. The original Bid Bond is to be received within **five (5) business days** of the opening or the bid may be deemed non-responsive. The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

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

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

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

The City reserves the right to extend the bid opening date when no responses or only one (1) response is received. Receipt of a bid in any other form does not satisfy this requirement. **No hard copies will be accepted.**

Submit all questions in writing concerning procedures for responding to this bid or regarding the Contract Documents, to Robyn Holder, CPPB in the City of Port St. Lucie Procurement Management Department, 121

SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 344-4293, Fax (772) 871-7337, and email: rholder@cityofpsl.com . The City will not be responsible for oral clarification of questions. Questions received after **August 1, 2016** may not be answered, and will not be cause for additional compensation. To ensure fair consideration for all Bidders, it must clearly understand that Ms. Holder is the only individual authorized to represent the City during the bidding and contract award time frame.

Questions submitted to any other person in any department, **including the Mayor**, will not be addressed. Questions will be answered in the form of an addendum. The Bidder(s), in turn, shall acknowledge receipt of the addendum by listing the Addendum number and the date of issuance in the submittal of his/her bid. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying they have received all Bid Addenda.

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

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

Documents required for this E-Bid:

- E-Bid Specifications, pages 1 - 57.
- E-Bid Reply Sheet #20160115, pages 13 - 16 (included in E-Bid Specifications)
- E-Bid Reply Excel Spreadsheet, page 1 (not included in E-Bid Specifications)
- Attachment A – Construction Plans, prepared by Captec Engineering, Inc., pages 1 – 10 (not included in E-Bid Specifications)
- Attachment B – Site Photos of Existing Conditions, pages 1 – 3 (not included in E-Bid Specifications)
- Attachment C – Existing A-19 RTU Schematic, pages 1 – 4 (not included in E-Bid Specifications)
- Attachment D – Proposed three (3) Gate RTU Schematic, pages 1 – 10 (not included in E-Bid Specifications)
- Attachment E – Photos of Control & Electrical Panels, pages 1 – 8 (not included in E-Bid Specifications)
- Attachment F – A-19 Control Structure Original Plans, pages 1 – 5 (not included in E-Bid Specifications)
- Attachment G – 1998 Gate Shop Drawings, pages 1 – 4 (not included in E-Bid Specifications)
- Attachment H – SFWMD Standard Specification 09900, pages 1 – 22
- Attachment I – AV5125 Data Sheet for the CCTV Camera, or equal, pages 1 – 2 (not included in E-Bid Specifications)
- Attachment J – Mega View V1X Series CCTV Camera, or equal, pages 1 – 11 (not included in E-Bid Specifications)
- Attachment K – TE525 Weather Station, or equal, pages 1 – 2 (not included in E-Bid Specifications)
- Attachment L – TE525 Weather Station Instructional Manual, or equal, pages 1 – 36 (not included in E-Bid Specifications)
- Attachment M – Technical Specifications, pages 1 – 34 (not included in E-Bid Specifications)

Robyn Holder, CPPB
Procurement Manager

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

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SEALED BID # 20160115
A-19 Water Control Structure Automation Construction Project

INTENT

The City of Port St. Lucie desires to obtain quotations from qualified individuals, firms, and legal entities relative to the A-19 Water Control Structure Automation Construction Project located at the end of SW Andover Court. The Contract period is estimated at one hundred eighty (180) calendar days with no renewal option. See Sample Contract and Technical Specifications for a complete Scope of Work.

It is the intent of the City to enter into a unit price contract with one (1) qualified Contractor to provide all of the labor, supervision, equipment, machinery, tools, materials, permits, transportation, utilities, and other incidentals required to complete the work in accordance with the Contract Documents. All work shall be in accordance with the Construction Plans prepared by Captec Engineering, Inc. dated March 16, 2016 consisting of pages 1 – 10. The City is in the process of obtaining a permit from the Turnpike Authority for accessing the site from Mile Marker 140.25 (west side). This is an option for the Contractor to use during construction. It is not a requirement by the City that the site is accessed via the Turnpike.

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

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

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

1. GENERAL REQUIREMENTS

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

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

1.3 <u>Examination of Drawings, Site and Contract Documents</u> - Bidders shall thoroughly examine these specifications and all other drawings, documents or other materials referred to herein and conduct such investigations and visits as may be necessary to thoroughly inform themselves regarding existing plant, facility, personnel and other conditions relative to compliance with this specification. Before submitting bids, each Bidder(s) is recommended to visit the location of the proposed work to fully understand the existing site/surface/subsurface/above surface conditions, and examine the Contract Documents, to become familiar with all provisions affecting the work. Failure to fully understand the

existing site conditions, or Contract Documents, will not relieve the contractual obligations or be cause for additional compensation.

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfill in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

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

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, license, certification and equipment to carry out the provisions of the Contract to the satisfaction of the City. Bidders must submit all licenses and certifications required to perform this project with the E-Bid Reply Sheet #20160115. **It is the Bidder's responsibility to verify with the City's Building Department that they possess the proper City license necessary to perform the work prior to submitting a bid for this project.** Five (5) references shall be listed in the Questionnaire from existing firms in Florida to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished. The City of Port St. Lucie shall **NOT** be used as a reference. References are subject to verification by the City and will be utilized as part of the award process. If requested, performance history, list of projects recently completed and in process, major equipment available for this project and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

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

- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)

- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements. Lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements. When considering a proposal:
  The City will evaluate the pricing offered by the Bidder; consider lifecycle costing, and depreciation
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on Line Items 1 – 32 that represents the best value to the City

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

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

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

1.6.3 <u>Best and Final Offer</u> - The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders

that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement - If there are identical tie bids, in accordance with Section 287.087, Florida Statutes, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids are equal with respect to price, quality, and service are received by the City for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

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

1.8 Submittal of E-Bid - Unless otherwise provided herein, all bids shall be submitted by completing and returning the E-Bid Reply Sheet and any other documentation that is required by this bid. The E-Bid Reply Sheet #20160115 should be typed or printed and signed in blue ink. The individual signing the bid must initial all changes. All submittals are required to be electronic and preferably contained in two (2) file. **No hard copies will be accepted.**

A. Request Bid Specifications, #20160115 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com

B. Download the E-Bid Reply Sheet #20160115 and save to your hard drive, program is in Microsoft Word 2007 Professional. Enter unit prices on the E-Bid Reply Sheet and save.

C. Complete company information on E-Bid Reply Sheet #20160115.

File #1 – Upload the Excel Spreadsheet in Excel Format:

D. Enter total price on E-Bid Reply Sheet #20160115. Totals shall agree with the E-Bid Reply Excel Spreadsheet that are to be uploaded at time of submittal. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amounts listed on the web page at time of submittal and the E-Bid Reply Sheet #20160115 uploaded on Demandstar will be resolved in favor of the E-Bid Reply Excel Spreadsheet that is uploaded at time of submittal. Upload the E-Bid Reply Excel Spreadsheet on Demandstar as File #1.

E. Electronically sign the E-Bid Reply Sheet #20160115 where indicated.

File #2:

F. Upload and submit the E-Bid Reply Sheet #20160115, Contractor's Questionnaire, Non-Collusion Affidavit of Prime Bidder, Contractor Verification Form, 5% Bid Bond (to be received within five (5) business days after the opening or your bid may will be deemed non-responsive), Insurance Certificate(s), Drug Free Workplace Form, W-9 Form, Vendor Code of Ethics, and the Checklist onto Demandstar by the due date and time. Acknowledge

all Addenda on the E-Bid Reply Sheet #20160115. YOU MUST PRESS THE "SUBMIT RESPONSE" button on the second page for your bid to be received.

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

**** Only electronic replies are required. No hard copies will be accepted.**

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

1.9 Execution of Contract or Purchase Order - The Bidder will be required to execute a Standard City Contract within ten (10) days after notification by the City that Contract is available and thereafter comply with the terms and conditions contained therein. The Bidder shall execute the Contract, deliver the required Insurance Certificates and other documentation as required by the bid. The City will execute the Contract however, it is agreed and understood that the City will not be bound by the Contract unless and until it has been executed by the City Manager and a purchase order or a Visa order form has been issued.

1.9.1 Failure to Execute Contract – Failure on the part of the Bidder to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be justification for the annulment of the award.

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

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

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

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

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

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the Engineer and the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.12.2 Electrical Permit Fee - $150.00 at time of submittal. Additional fees will be based on the value of the project. Additional fees will be reimbursed at cost.

1.13 The Bidders shall be required to complete a **W-9 Taxpayer Identification Form,** provided with the City's contract, and return it with their bid package.

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

1.15 Intent to Perform – The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as it relates to the time of performance. Submittal of a bid shall be prima facie evidence of the Bidder's intent to comply with this specification.

2. SPECIFIC REQUIREMENTS

2.1 Samples - Samples of items, when required, must be furnished free of expense and, if not destroyed, will upon request, be returned at the Bidder's expense. Request for the return of samples must be made within thirty (30) days following opening of bids. Each individual sample must be labeled with Bidder's name, bid number, and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Procurement Management Department.

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

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

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names - The use of any manufacturer's name, trade name, brand name, or catalog number in this specification is for the sole purpose of describing and establishing the minimum requirements for levels of quality, standards of performance and design required, and is in no way intended to prohibit the bidding of any other manufacturer's items of equal quality. The Project Manager or his/her designee shall be the sole judge of the equality of alternate products proposed and his/her decision shall be final.

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

(Balance of page intentionally left blank.)

E-Bid Reply Sheet #20160115

A-19 Water Control Structure Automation Construction Project

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

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

CONTACT PERSON: _____ E-MAIL: _____

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

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

_____
President

_____
Vice President

_____
Treasurer

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

Total number of staff at this present location? _____

Total number of staff for your firm with the Treasure Coast area: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____

Is the firm claiming Local Preference under Chapter 35.12? Yes -- No

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

Addendum Number	Date Issued	Addendum Number	Date Issued

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: _____ %

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

5.3 Bid Reply Base Bid Total from Schedule "A" on Lines #1 - 32: $_____
(This figure must match the E-Bid Reply Excel Spreadsheet and the figure that is to be used on the Demandstar web page. Discrepancies between the E-Bid Reply Excel Spreadsheet uploaded on Demandstar, the dollar amount listed on the web page at time of submittal and the E-Bid Reply Sheet #20160115 uploaded on Demandstar will be resolved in favor of the E-Bid Excel Spreadsheet that is uploaded at time of submittal.)

Reference Use Only- Use E-Bid Reply Excel Spreadsheet to reply to this Bid

Schedule A

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY
1	101-1A	MOBILIZATION (INCLUDES GEN COND., BONDS)	LS	1
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1
3	104-11	FLOATING TURBIDITY BARRIER	LF	320
4	104-12	STABILIZED CONSTRUCTION ENTRANCE	EA	1
5	102-1	MAINTENANCE OF TRAFFIC	LS	1
6	110-3	CLEARING & GRUBBING	AC	0.50
7	110-6	REMOVAL OF EXISTING STRUCTURES/DEMOLITION	LS	1
8	120-1	REGULAR EMBANKMENT	CY	400
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1
11	455-1B	RIPRAP (DITCH LINING)	SY	663
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7
14		***Subtotal for General Items***	--	--
		FENCING		
15	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56

16	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56
17	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3
18		***Subtotal for Planting and Grassing***	--	--
		PLANTING & GRASSING		
19	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100
20	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000
21		***Subtotal for Planting and Grassing***	--	--
		UTILITIES		
22	715-4019	LIGHTING SYSTEM	LS	1
23	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1
24	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026
25	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135
26	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1
27	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3
28	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3
29	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1
30	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1
31		***Subtotal for Utilities***	--	--
32		***Base Bid Total Amount***		
		RESTORATION OF TURNPIKE ACCESS – OPTIONAL ITEMS		
33		REMOVAL & REPLACEMENT OF RIGHT-OF-WAY FENCING	LS	1
34		CLOSE OFF ACCESS TO TURNPIKE WHEN NOT IN USE	LS	1
35		PLACE & MAINTAIN MOT SIGNING IN ACCORDANCE WITH FDOT 600 INDEXES "TRUCK ENTERING/LEAVING THE HIGHWAY"	LS	1
36		REGRADE & REPLACE DAMAGED SOD	LS	1

Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered shall be shown, and such price shall include packing and shipping unless otherwise specified. A total shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

6. <u>INSURANCE/CERTIFICATES/LICENSE</u> - Bidders are required, in accordance with Bid document Section VIII, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they

currently maintain. Bidders are required to submit all licenses and certifications required to perform construction of this project.

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

8. CERTIFICATION

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

_____ _____

Signature Date

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

_____ _____

Signature Title

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

Balance of page left intentionally blank

CONTRACTOR'S QUESTIONNAIRE

It is understood and agreed that the following information is to be used by the City to determine the qualifications of prospective Contractor to perform the work required. The Contractor waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Contractor.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Engineer, Surety, bank, material or equipment manufacturer, or distributor, or any person, firm or corporation to furnish the City any pertinent information requested by the City deemed necessary to verify the information on this questionnaire.

Dated at_____, this_____ day of _____, 2016
(Location)

Name of Organization/Contractor:_____

By:_____
Name and Title

1. Corporation, Partnership, Joint Venture, Individual or other? _____

2. Firm's name and main office address, telephone and fax numbers

   Name: _____
   Address: _____
   _____
   _____
   Telephone Number: _____
   Fax Number: _____

3. Contact person: _____ Email: _____

4. Firm's previous names (if any). _____

5. How many years has your organization been in business? _____

6. List five (5) water control structure automation projects similar to this project completed by your firm along with a brief description of project, location of project, client name, client phone number, value of contract, your firm's percentage of the total contract value, as well as the number of change orders and the total change order value.

   Project Number 1

   Project Name: _____
   Description & year completed: _____
   _____
   _____

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 2

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 3

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 4

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

Project Number 5

Project Name:

Description & year completed:

Location:

Client Name, Phone Number & Email:

Value of Total Contract:

Firm's Percentage of Total Contract:

Number of Change Orders:

Value of Change Orders:

Was Project Completed on Schedule:

Was Project Completed within Budget?

7. List subcontractors and major material suppliers for the project. Include the duties that will be assigned to them, email addresses and telephone numbers. Insert additional sheets if necessary. **Attach all licenses and certifications that qualify them to perform the work.**

8. Status of current contracts. Please provide the name & number of current contracts as well as a sample list of the projects currently underway.

9. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a

contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? List the name of project, location, client, engineer, date and reason. Use additional pages if needed.

Total Number of Projects where Failure to Complete Work Occurred: _____

Project Number 1

Project Name:

Project Location:

Client Name and Phone Number:

Engineer Name and Phone Number:

Date:

Reason:

Insert additional projects if needed.

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

Yes ( ) No ( )

If yes, please explain:

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

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

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

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

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

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

Signature Title

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160115

This CONTRACT, executed this _____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipal corporation, duly organized under the laws of the State of Florida, hereinafter called "City" party of the first part, and *name of Contractor, address,* Telephone No. ( ) ____ Fax No. ( ) _____, hereinafter called "Contractor", party of the second part.

RECITALS

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

SECTION I
NOTIFICATIONS

As used herein the Project Manager shall mean:

John Dunton, or his designee.
City of Port St. Lucie Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4035 Fax: (772) 871-5289
Email: jdunton@cityofpsl.com

As used herein the Contract Administrator shall mean:

Robyn Holder, CPPB
City of Port St. Lucie Procurement Management Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
Telephone: (772) 344-4293 Fax: (772) 871-7337
Email: rholder@cityofpsl.com

As used herein the Contractor for this project shall mean: TBD

SECTION II
DESCRIPTION OF SERVICES TO BE PROVIDED

The specific work that the Contractor has agreed to perform pursuant to the Bid Specifications #20160115, **A-19 Water Control Structure Automation Construction Project** including all Attachments, Technical Specifications, all Addenda, Construction Plans, sheets #1 through #10 and all other restrictions and requirements are incorporated by this reference.

Scope of Work: It is the general intent that the Contractor is responsible for dewatering of the areas on the upstream and downstream sides of the A-19 Control Structure to remove and replace the three (3) existing

operable gates, refurbish both sides of the existing steel sheet piling, clean and seal the existing concrete cap, restore the adjacent channel, and rip-rap areas. The Contractor will also be responsible for the installation, testing and adjusting of automatic electric motor actuators onto the three (3) replacement operable gates, a pole mounted CCTV camera for viewing the gates operation, Contractor designed site lighting, a rain gage, a downstream water level monitoring sensor and all necessary electrical conductor, conduit, and necessary connections, programming, and other items as necessary to provide a remotely operational automatic gate actuator system. The Contractor is also responsible for providing building department permitting for the project.

A control panel and upstream water level monitoring sensor is currently installed at the site. The control panel is connected to one (1) water level sensor at the project site and interconnected to allow remote monitoring. The Contractor will be responsible for the replacement of the existing Programmable Logic Controller inside the existing control panel with the City of Port St. Lucie Utilities System Department current standard controller (M340) and all programming to allow continued real time remote observation and the connections to the camera, electric motor actuators, and water level monitoring systems and operation of the electric motor operators. The Contractor is also responsible for providing the additional programming to allow the actuators to operate automatically.

The City will be obtaining a permit from the Turnpike Authority to allow access to the site at Mile Marker 140.25 (west side). This will be an option to the Contractor and is not a requirement.

Hours of Service - The standard hours of work allowed in the City of Port St. Lucie's right-of-way are from 8:00 a.m. to sundown Monday through Friday. Any work performed by the Contractor outside of the aforementioned time limit requires special authorization by the City and requires that the Contractor obtain a noise permit from the City Police Department. All equipment operated at night shall comply with the noise levels established by the City of Port St. Lucie noise ordinance. Any additional costs associated with work outside of the hours of work allowed shall be borne by the Contractor. This shall include, but not be limited to costs of inspection, testing, police assistance, and construction administration.

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

Weather Days – The City may grant time extensions, on a day to day basis, for delays caused by the effects of rain or other inclement weather conditions, related adverse soils or suspensions of operations that prevent the Contractor from working. No work requiring inspections / testing may be performed on days granted as weather days. If the Contractor claims a weather day, no work shall be performed.

If there is a conflict between FDOT Specifications and the City's specifications, the City's specifications will supersede.

SECTION III
TIME OF PERFORMANCE

The Contract Period start date will be_____, 2016 and will terminate one hundred eighty (180) calendar days thereafter on _____, 2017. The Contractor will be required to commence work under this

Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified date, the Contractor agrees to provide work as authorized by the Project Manager until all work specified in the bid specifications has been rendered. Written requests shall be submitted to the Project Manager for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

Not applicable to this Contract.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit price basis listed on Schedule "A" for a total amount of $_____, plus a one-time ten-dollar ($10.00) payment for indemnification as provided in Section VIII herein. Payments will be disbursed in the following manner:

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

Progress Payments- The City may make partial payment during the progress of the work as follows: Partial payments, calculated from quantities of work in place multiplied by the Contract unit prices will be in made in thirty (30) days after the receipt of a proper Pay Request. Retainage of five percent (5%) will be held from each approved pay request. Partial Release of Liens from all contractors, subcontractors, suppliers for materials and sub-subcontractors are to be attached to each invoice.

An updated Project Schedule is to be submitted with each Pay Request. Retainage and progress payments may be negotiated if payment is made by the Visa Procurement Card.

All payments not made within the time specified by this section shall bear interest from thirty (30) calendar days after the due date at the rate of .5 percent per month on the unpaid balance.

Acceptance and Final Payment - Upon receipt of written notice that the work is ready for final inspection and acceptance, the City will promptly make such inspection. When City finds the work acceptable under the terms of the Contract and the Contract is fully performed the entire balance will be due the Contractor and will be paid to the Contractor in thirty (30) calendar days. Such final payment to the Contractor shall be subject to the covenants in the Contract's Standard Specifications and any liquidated damages will be assessed against the Contractor at that time.

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

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

No payment for projects involving improvements to real property shall be due until Contractor delivers to City a complete release of all claims arising out of the contract or receipts in full in lieu thereof, and an affidavit on his personal knowledge that the releases and receipts include labor and materials for which a lien could be filed.

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

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

SECTION VI
WORK CHANGES

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

SECTION VII
CONFORMANCE WITH BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent

caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG20101185 or CG20370704 & CG20100704) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to

independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

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

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read **"City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160115 – A-19 Water Control Structure Automation Construction Project shall be listed as additionally insured."**. The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent contractors and subcontractors utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

A failure on the part of the contractor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable recorded Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of one hundred (100%) percent of the Contract price. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect a minimum of one (1) year after the work has been completed and the work has been accepted by the City and final payment has been made.

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IX
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

The Contractor shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits

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

RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall make inspection as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific respects in which his findings are not favorable. Contractor shall then be afforded an opportunity if desired by him, to correct the deficiencies so pointed out at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) days written notice to the Contractor, the City may, without prejudice to any other remedy he may have, correct such deficiencies. The Contractor shall be charged all costs incurred to correct deficiencies. Such examination,

inspection, or tests made by the Project Manager, at any time, shall not relieve Contractor of his responsibility to remedy any deviation, deficiency, or defect.

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

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

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

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

Standard Production Items – All products offered must be standard production items that have been available to the trade for

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

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

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

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

Native Vegetation – No native vegetation shall be removed without written authorization and prior approval by the City.

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

Access to Work - The Contractor shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in process. However, failure to reject defective work at the time it is done and/or failure to reject

materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

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

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

Adjustments - The Contractor shall be responsible to arrange with utility companies for any adjustment necessary to the valve boxes, manholes, or castings so that they will conform to the new grade after placement of the sidewalk. The Contractor shall also be responsible to identify, and avoid damage to all utilities (publicly and privately owned) within the area where work is being performed.

Damages - The Contractor shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until the City confirms in writing to the Contractor that said work is, "substantially complete" and/or "accepted". The Contractor shall be responsible until said written notice is received to repair and make good at their expense any such damage.

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

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

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

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

City of Port St. Lucie
Engineering Department
121 SW Port St. Lucie Boulevard

SECTION XV
ASSIGNMENT

The Contractor shall not delegate, sublet or subcontract any part of the work, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of his right, title of interest therein or his obligations there under, or monies due or to become due under this Contract, without prior written consent of the City. Contractor must perform at least thirty percent (30%) of the contracted scope of work. In case the Contractor assigns remaining percent or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the work called for in this Contract. Any assignment of the Contract shall in no way affect any provisions of Specifications or the Contract Documents.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

B. Liquidated Damages for Delays. If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, (it being impossible to determine the actual damages occasioned by the delay) the Contractor shall provide to the City one thousand five hundred eighty four ($1,584.00) dollars as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

C. Excusable Delays. The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and

weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of official notice of scheduled delivery or scheduled work of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

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

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

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

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

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

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

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

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally left blank.)

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

CITY OF PORT ST. LUCIE FLORIDA
By: _____
City Manager

By:_____
Authorized Representative of (company name)

_____
Print Representative's Name

Sample Only

State of:_____

County of:_____

Before me personally appeared: _____)
(please print)

Please check one:

Personally known _____

Produced Identification: _____
(type of identification)

Identification No. _____

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(he/she)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____.

(*seal*)

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

(Name of Business)

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

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

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

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

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

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

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

_____
Bidder's Signature

_____
Date

CITY OF PORT ST. LUCIE, FLORIDA
SEALED BID NO. 20160115
PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

CONTRACTOR VERIFICATION FORM

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of Firm:_____

Corporate Title: _____

Address: _____

_____
(Zip Code)

By:_____
(Print name) (Print title)

_____
(Authorized Signature)

Telephone: ( ) _____

Fax: ( ) _____

State License # _____ **(ATTACH COPY)**

County License # _____ **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: _____

Unlimited _____ (yes/no)

If "NO", Limited to what trade? _____

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER
SEALED E-BID NO. 20160115
PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

State of _____}

County of _____}

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

1. They are _____ of _____ the Bidder that
(Title) (Name of Company)

   has submitted the attached bid;

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

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

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

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

(Signed) _____

(Title) _____

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

The foregoing instrument was acknowledged before me this_____
(Date)
by:_____ who is personally known to me or who has produced

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

_____
Notary (print & sign name)

Commission No. _____

"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:

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

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

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

Name of Organization/Proposer

_____

Signature

_____

Printed Name and Title

_____

Date _____

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

TRENCH SAFETY ACT COMPLIANCE STATEMENT

Project Location: City of Port St. Lucie, State of Florida

Instructions:

Chapter 90-96 of the Laws of Florida requires all Contractors' engaged by The City of Port St. Lucie, Florida to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective Contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

   _____ Dollars
   (Written) (Figures)

3. The amount listed above has been included within the Base Bid.

   Certified: _____
   (Company-Contractor)

   By: _____
   (President's Signature)
   (President's Typed or Printed Name)

Sworn to and subscribed before me in _____ County, Florida on the ___ day of _____, 20__.

_____
NOTARY PUBLIC

CHECKLIST
BID # 20160115

PROJECT TITLE: A-19 Water Control Structure Automation Construction Project

Name of Bidder:_____

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

_____ Bid Reply Sheet #20160115 with proper signatures upload to Demandstar.

_____ E-Bid Reply Excel Spreadsheet – Schedule A uploaded to Demandstar.

_____ Drug-Free Workplace Form uploaded to Demandstar.

_____ 5% Bid Security uploaded to Demandstar and mailed in within five (5) business days after the opening or the bid may be considered non-responsive.

_____ All pricing has been mathematically reviewed and all corrections have been initialed.

_____ Each Bid Addendum (when issued) is acknowledged on the E-Bid Reply Sheet #20160115.

_____ W-9 as per Section 1.13 uploaded to Demandstar.

_____ Copy of Insurance Certificate in accordance with Section VIII of the Sample Contract uploaded to Demandstar.

_____Copy of appropriate State license, City licenses and any certifications to perform the proposed work in the City of Port St. Lucie uploaded to Demandstar. Including all subcontractors licenses.

_____ Has reviewed the Contract and accept all City Terms and Conditions.

_____ Contractor's Questionnaire uploaded to Demandstar.

_____Required forms: Non-Collusion Affidavit of Prime Bidder; List of Current Contracts; Vendor Code of Ethics and Contractor Verification Form. All forms are to be uploaded to Demandstar.

_____ List of all sub-contractors (Use the Questionnaire for providing all sub-contractors). All requested information is to be uploaded to Demandstar.

_____ Copy of the Checklist uploaded to Demandstar.

THIS FORM SHOULD BE RETURNED WITH YOUR BID REPLY SHEET

ATTACHMENT A

Construction Plans

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

Prepared by Captec Engineering, Inc. dated March 16, 2016

Description	Pages / Sheets
Cover: Vicinity Map and Index of Drawings	Sheet 1
Clearing/Dewatering Plan	Sheet 2
Site Plan	Sheet 3
Access Road	Sheet 4
Sheet Pile Rehabilitation Details / Notes	Sheet 5
Erosion Control & Stilling Tube Details	Sheet 6
Actuator Details	Sheet 7
Camera and Pole Details	Sheet 8
General Notes	Sheets 9-10

(10 Pages follow as a separate attachment)

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ATTACHMENT B

Site Photos of Existing Conditions

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following includes photographs of the A-19 Structure, Gates, and Stems. There is also photograph of the A-18 Structure site that will be re-sodded to meet existing conditions. These photos indicate the existing conditions at the site.

(3 Pages follow as a separate attachment)

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ATTACHMENT C

Existing A-19 RTU Schematic

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the Existing A-19 Control Panel and General Control Panel Schematic that was prepared by Curry Controls Company, Lakeland, Florida. Curry Controls Company had previously installed the control panel that currently exists at the site. Curry Controls Company also provides on-going programming support and SCADA system maintenance for the City of Port St. Lucie.

(4 Pages follow as a separate attachment)

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ATTACHMENT D

Proposed three (3) Gate RTU Schematic

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the General 3-Gate Control Panel Schematic that was prepared by Curry Controls Company, Lakeland, Florida. Curry Controls Company had previously prepared the general control panel schematic for use by the City of Port St. Lucie. Curry Controls Company also provides on-going programming support and SCADA system maintenance for the City of Port St. Lucie.

(10 Pages follow as a separate attachment)

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ATTACHMENT E

Photos of Control & Electrical Panels

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following includes photographs of the Stormwater Control Panel that was previously installed by Curry Controls Company, Lakeland, Florida. There is also photograph of the site, A-19 Structure, and water level sensor stilling basin. These photos indicate the existing conditions at the site.

(8 Pages follow as a separate attachment)

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ATTACHMENT F

A-19 Control Structure Original Plans

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the original design drawing for the A-19 structure prepared for the General Development Company by CAS architects/engineers/planners. This information is provided for the use by the CONTRACTOR.

(5 Pages follow as a separate attachment)

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ATTACHMENT G

1998 Gate Shop Drawings

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the original shop drawing for the A-19 structure (Slide Gate) prepared for the previous CONTRACTOR by Waterman Industries, Inc. This information is provided for the use by the CONTRACTOR.

(4 Pages follow as a separate attachment)

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ATTACHMENT H

SFWMD Standard Specification 09900 Protective Coatings

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the SFWMD Standard Specification defining the work necessary to restore the existing steel sheet piles. The CONTRACTOR will be required to become familiar with the specification requirements and procedures.

(22 Pages follow as a separate attachment)

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ATTACHMENT I

AV5125 Data Sheet for the CCTV Camera, or equal

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the specification sheet for the AV5125Irv1x camera, or approved equal, to be installed at the A-19 Structure. This information is provided for the use by the CONTRACTOR.

(2 Pages follow as a separate attachment)

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ATTACHMENT J

Mega View V1X Series CCTV Camera, or equal

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the installation manual for the AV5125Irv1x camera, or approved equal, to be installed at the A-19 Structure. This information is provided for the use by the CONTRACTOR.

(11 Pages follow as a separate attachment)

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ATTACHMENT K

TE525 Weather Station, or equal

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the specification document for the TE525-L, or approved equal, to be installed at the A-19 Structure. This information is provided for the use by the CONTRACTOR.

(2 Pages follow as a separate attachment)

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ATTACHMENT L

TE525 Weather Station Instructional Manual, or equal

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

The following is the instruction manual for the TE525 Tipping Bucket Rain Gage, or approved equal, to be installed at the A-19 Structure. This information is provided for the use by the CONTRACTOR.

(36 Pages follow as a separate attachment)

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ATTACHMENT M

Technical Specifications

City of Port St. Lucie
A-19 Water Control Structure Automation Construction Project

(34 Pages follow as a separate attachment)

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SEALED ELECTRONIC BID (E-BID) DOCUMENTS
FOR

CITY OF PORT ST. LUCIE

A-19 WATER CONTROL STRUCTURE AUTOMATION CONTRACTION PROJECT

Sealed Electronic Bid # 20160115
(E-BID)

Prepared by:
Robyn Holder, CPPB
City of Port St. Lucie
Procurement Management Department
Phone: 772-344-4293 Fax: 772-871-7337
Email: rholder@cityofpsl.com

E-Bid #20160115
A-19 Water Control Structure Automation Construction Project
E-Bid Reply Excel Spreadsheet
Schedule A

Company Name: _____

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
		GENERAL ITEMS				
1	101-1A	MOBILIZATION (INCLUDES GEN COND., BONDS)	LS	1		$ -
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1		$ -
3	104-11	FLOATING TURBIDITY BARRIER	LF	320		$ -
4	104-12	STABILIZED CONSTRUCTION ENTRANCE	EA	1		$ -
5	102-1	MAINTENANCE OF TRAFFIC	LS	1		$ -
6	110-3	CLEARING & GRUBBING	AC	0.50		$ -
7	110-6	REMOVAL OF EXISTING STRUCTURES/DEMOLITION	LS	1		$ -
8	120-1	REGULAR EMBANKMENT	CY	400		$ -
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1		$ -
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1		$ -
11	455-1B	RIPRAP (DITCH LINING)	SY	663		$ -
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472		$ -
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7		$ -
14		***Subtotal for General Items***	--	--	--	**$ -**
		FENCING				
15	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56		$ -
16	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56		$ -
17	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3		$ -
18		***Subtotal for Planting and Grassing***	--	--	--	**$ -**
		PLANTING & GRASSING				
19	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100		$ -
20	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000		$ -
21		***Subtotal for Planting and Grassing***	--	--	--	**$ -**
		UTILITIES				
22	715-4019	LIGHTING SYSTEM	LS	1		$ -
23	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1		$ -
24	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026		$ -
25	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135		$ -
26	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1		$ -
27	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3		$ -
28	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3		$ -
29	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1		$ -
30	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1		$ -
31		***Subtotal for Utilitites***	--	--	--	**$ -**
32		***Base Bid Total Amount***				**$ -**
		RESTORATION OF TURNPIKE ACCESS - OPTIONAL ITEMS				
33		REMOVAL & REPLACEMENT OF RIGHT-OF-WAY FENCING	LS	1		$ -
34		CLOSE OFF ACCESS TO TURNPIKE WHEN NOT IN USE	LS	1		$ -
35		PLACE & MAINTAIN MOT SIGNING IN ACCORDANCE WITH FDOT 600 INDEXES "TRUCK ENTERING/LEAVING THE HIGHWAY"	LS	1		$ -
36		REGRADE & REPLACE DAMAGED SOD	LS	1		$ -

LOCATION MAP

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION DESIGN STANDARDS DATED 2015.

THESE PLANS ARE IN ENGLISH UNITS.

CONSTRUCTION PLANS AND SPECIFICATIONS OF CONTROL STRUCTURE A-19 REHABILITATION FOR CITY OF PORT ST. LUCIE

LYING IN SEC. 28, TWP. 37 S., RNG. 40 E. ST. LUCIE COUNTY, FLORIDA

CITY of PORT ST. LUCIE FLORIDA

"A City for All Ages"

PROJECT NO. 1356.20 CONTROL STRUCTURE A-19

ENGINEER

MR. JOSEPH W. CAPRA, P.E.
CAPTEC ENGINEERING, INC.
301 NW FLAGLER AVENUE, STE. 201
STUART, FLORIDA 34994
PHONE: (772) 692-4344
FAX: (772) 692-4341
P.E. NO. 37638

VICINITY MAP

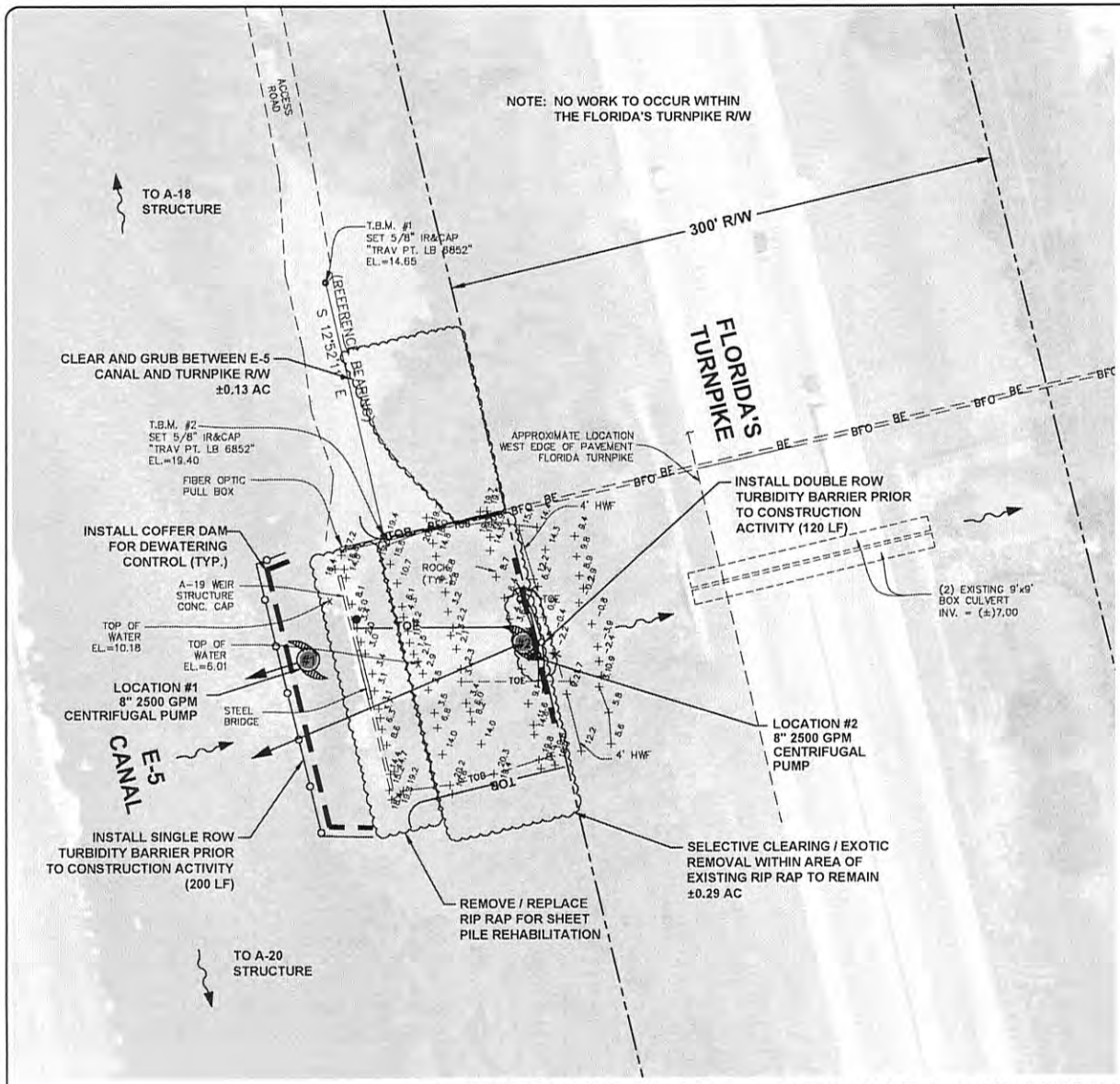
N.T.S.

SHEET INDEX

SHEET NUMBER	DESCRIPTION
1	COVER SHEET
2	CLEARING/DEWATERING PLAN
3	SITE PLAN
4	ACCESS ROAD
5	SHEET PILE REHABILITATION DETAILS / NOTES
6	DETAILS - SECTION
7	ACTUATOR DETAILS
8	CAMERA / POLE DETAILS
9-10	GENERAL NOTES

CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB-0007657

BID SET 3/16/2016



NORTH

30' 0' 30' 60'

GRAPHIC SCALE

LEGEND

— — —	EASEMENT
— — —	RIGHT-OF-WAY LINE
- - - -	EXISTING CULVERT
— - —	EXISTING SWALE
— — TOE — —	EXISTING TOE OF SLOPE
— — TOB — —	EXISTING TOP OF BANK
— — WM — —	EXISTING WATER MAIN
— — FM — —	EXISTING FORCE MAIN
— — BE — —	EXISTING UG ELECTRIC
— — BFO — —	EXISTING FIBER OPTIC

ORDER OF EXCAVATION

1. INSTALL TURBIDITY BARRIERS AND SOIL TRACKING DEVICE.
2. INSTALL EARTHEN BERMS/ COFFERDAMS.
3. SET DEWATERING PUMP AT LOCATION #1. DEWATER AS NEEDED. REFURBISH SHEET PILE WEST OF A-19 CONTROL STRUCTURE.
4. SET DEWATERING PUMP AT LOCATION #2. DEWATER AS NEEDED. RE FURBISH SHEET PILE AND INSTALL RIP-RAP PAD EAST OF A-19 CONTROL STRUCTURE.
5. REMOVE PUMP AND BERMS / COFFERDAMS.

NOTES:

1. PRIOR TO DEWATERING ALL SILT FENCE AND TURBIDITY BARRIERS SHALL BE CONSTRUCTED.
2. IN CASE OF HEAVY RAINSTORM, ALL DEWATERING ACTIVITIES SHALL CEASE AND EXISTING DISCHARGE PATTERN SHALL BE RESTORED.
3. DEWATERING ELEVATIONS DOWNSTREAM AND UPSTREAM NEED TO BE REGULATED TO AVOID ADVERSE IMPACTS (FLOODING UPSTREAM AND DOWNSTREAM).
4. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE CITY OF PORT ST. LUCIE PUBLIC WORKS DEPT. AND UTILITY SYSTEMS DEPT. MINIMUM TECHNICAL SPECIFICATIONS AND CONSTRUCTION STANDARDS, LATEST REVISION, AND WITH ALL APPLICABLE FDOT SPECIFICATIONS AND FDEP RULES AND REGULATIONS.
5. CONTRACTOR TO RESOD ALL DISTURBED AREAS AND MAINTAIN BY WATERING FOR A MINIMUM OF TWO WEEKS (5 TIMES PER WEEK MINIMUM)
6. ELEVATIONS AS SHOWN HEREON REFERENCE NAVD 1988 DATUM, REFERENCE A PORT ST. LUCIE BENCHMARK "2019", ELEVATION = 15.13 FEET LOCATED IN DRIVEWAY AT ADDRESS 278 PARR DRIVE. ADD 1.48 FT TO ALL ELEVATIONS TO CONVERT TO NGVD 29.

DEWATERING PUMPING OPERATIONS:

AVERAGE DAILY PUMPAGE

A SINGLE (1) 2,500 GPM, 8" DISCHARGE PUMP OPERATING AT 40% MAXIMUM CAPACITY FOR AN AVERAGE PUMPING RATE OF
2,500 GPM x 40% x 1 PUMP = 1,000 GPM
FOR A TOTAL OF 1,440,000 GPD

MAXIMUM DAILY PUMPAGE

A SINGLE (1) 2,500 GPM, 8" DISCHARGE PUMP OPERATING AT 80% MAXIMUM CAPACITY FOR A MAXIMUM PUMPING RATE OF
2,500 GPM x 80% x 1 PUMP = 2,000 GPM
FOR A TOTAL OF 2,880,000 GPD

TOTAL PUMPAGE

TOTAL PUMPAGE = AVG DAILY x 21 DAYS
= 1.44 MGD x 21 DAYS
= 30,240,000 GALLONS

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
It's fast. It's free. It's the law.
www.callsunshine.com

DEWATERING PLAN

CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. 27000777

DATE	2/23/2015
DRAWN BY	MCT
DESIGNED BY	MCT
CHECKED BY	BRK
PROJECT No.	1356.20
HORZ. SCALE	1" = 30'
VERT. SCALE	N.A.
CADD FILE	1356A20

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION: SOLID BAR IS EQUAL TO HALF AN INCH ON FULL SIZE PLANS. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

CONTROL STRUCTURE A-19
CITY OF PORT SAINT LUCIE, FLORIDA

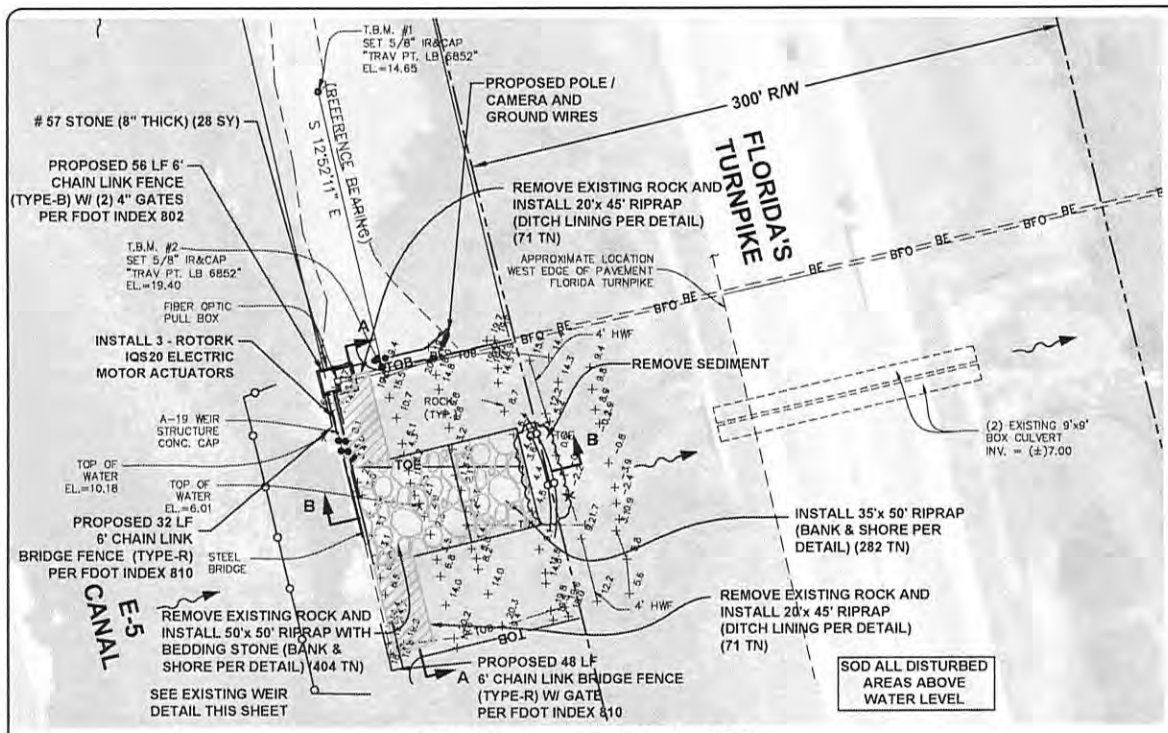
CLEARING AND DEWATERING PLAN

Joseph W. Capra
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

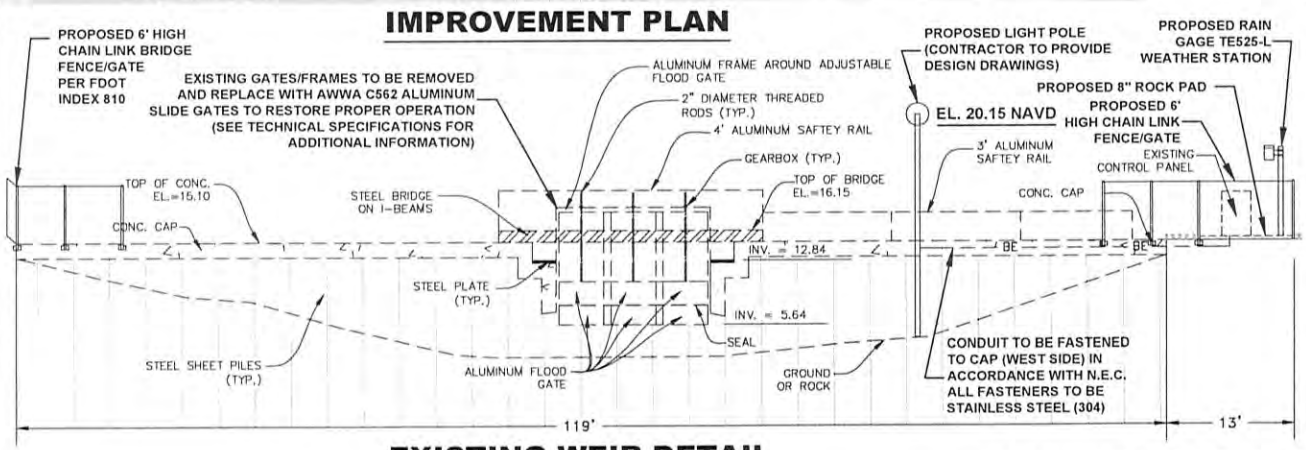
Printed Date

JOB No.: 1356.20
SHEET 2 OF 10

THIS DOCUMENT, TOGETHER WITH THE CONCEPTS AND DESIGNS PRESENTED HEREIN, AS AN INSTRUMENT OF SERVICE, IS INTENDED ONLY FOR THE SPECIFIC PURPOSE AND CLIENT FOR WHOM IT WAS PREPARED. REUSE OF AND IMPROPER RELIANCE ON THIS DOCUMENT WITHOUT WRITTEN AUTHORIZATION AND ADAPTATION BY CAPTEC ENGINEERING, INC. SHALL BE WITHOUT LIABILITY TO CAPTEC ENGINEERING, INC.



IMPROVEMENT PLAN



EXISTING WEIR DETAIL (FACING WEST)

N.T.S.

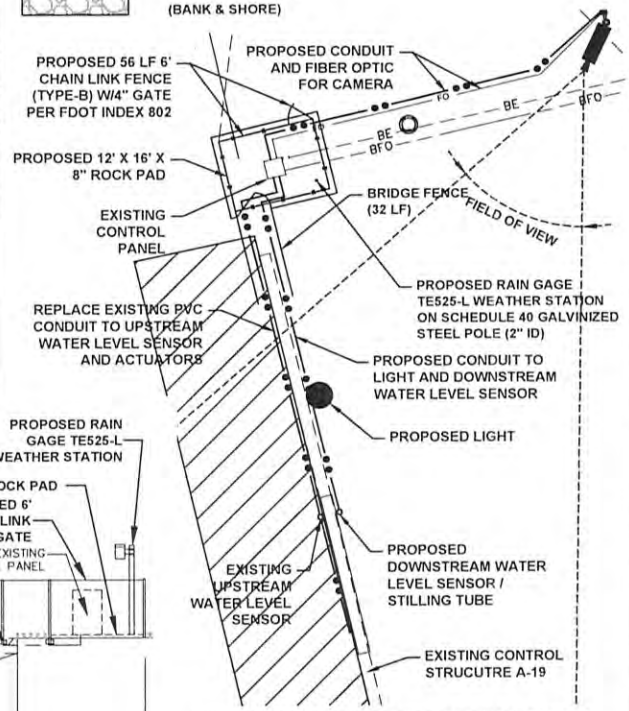
LEGEND

- EASEMENT
- RIGHT-OF-WAY LINE
- EXISTING CULVERT
- EXISTING SWALE
- TOE — EXISTING TOE OF SLOPE
- TOB — EXISTING TOP OF BANK
- WM — EXISTING WATER MAIN
- FM — EXISTING FORCE MAIN
- BE — EXISTING UG ELECTRIC
- BFO — EXISTING FIBER OPTIC
- PROPOSED RIP RAP (DITCH LINING)
- PROPOSED RIP RAP (BANK & SHORE)

NORTH

30' 0' 30' 60'

GRAPHIC SCALE



CONTRACTOR TO VERIFY ALL FIELD ELEVATIONS PRIOR TO SUBMITTAL OF SHOP DRAWINGS.
ELEVATIONS AS SHOWN HEREON REFERENCE NAVD 1988 DATUM, REFERENCE A PORT ST. LUCIE BENCHMARK "2019", ELEVATION = 15.13 FEET LOCATED IN DRIVEWAY AT ADDRESS 278 PARR DRIVE. ADD 1.48 FT TO ALL ELEVATIONS TO CONVERT TO NGVD 29.

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CAPTEC Engineering, Inc.
Civil Engineering Professionals
301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
Engineer's License No. EB-26007

DATE 12/2/2015
DRAWN BY HLT
DESIGNED BY AGT
CHECKED BY FPA
PROJECT No. 1356.20
HORZ. SCALE 1"=10'
VERT. SCALE N/A
CADD FILE 1356B

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO HALF AN INCH ON FULL SIZE DRAWINGS. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

CONTROL STRUCTURE A-19
CITY OF PORT SAINT LUCIE, FLORIDA

SITE PLAN

Joseph W. Capra
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

Printed Date:

JOB No.: 1356.20
SHEET 3 OF 10

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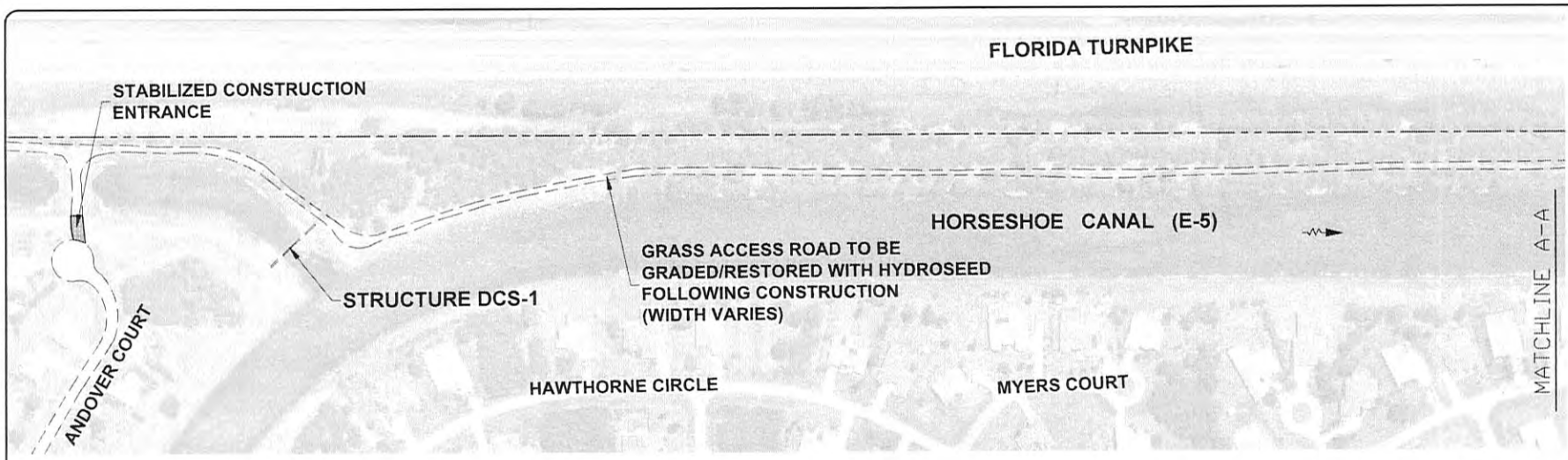


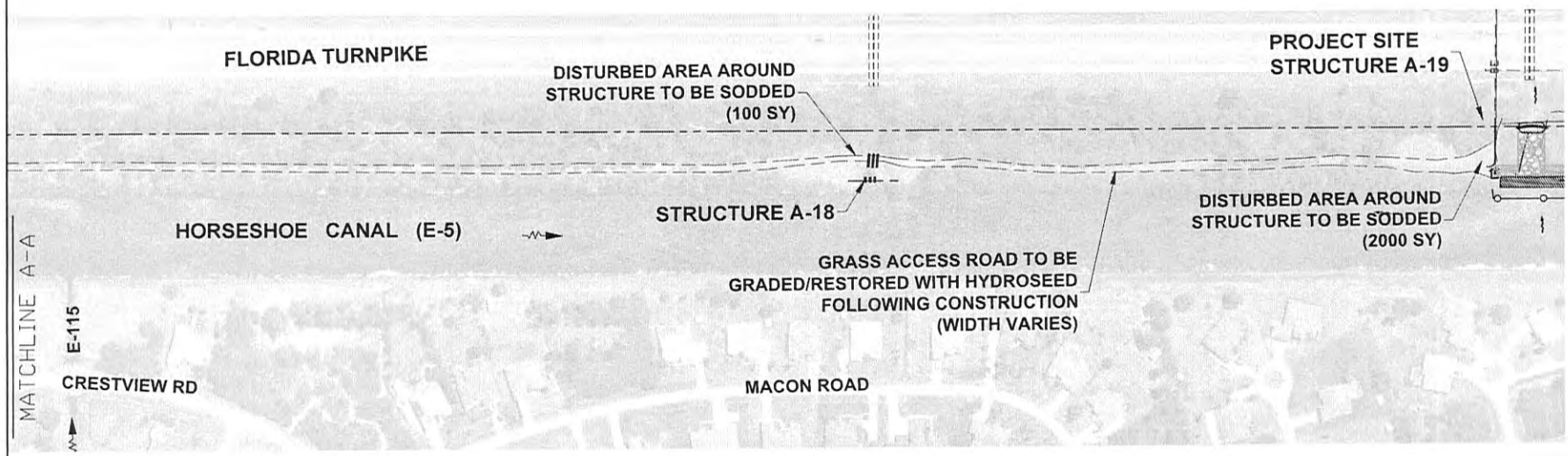
NOTES:

1. CONTRACTOR TO RESTORE ALL DISTURBED AREAS WITH HYDROSEED OR SOD.
2. CONTRACTOR TO PROTECT EXISTING EDGE OF PAVEMENT.
3. CONTRACTOR RESPONSIBLE FOR ANY NECESSARY EROSION CONTROL DEVICES.

NORTH

100' 0' 100' 200'

GRAPHIC SCALE



CAPTEC Engineering, Inc.
Civil Engineering Professionals
Engineering Business No. EB-0007807

DATE 2/25/2015
DRAWN BY HLT
DESIGNED BY HLT
CHECKED BY AKK
PROJECT No. 1356.20
HORZ. SCALE 1" = 200'
VERT. SCALE N/A
CADD FILE SB4A5

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO HALF AN INCH ON FUTURE DRAWINGS. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

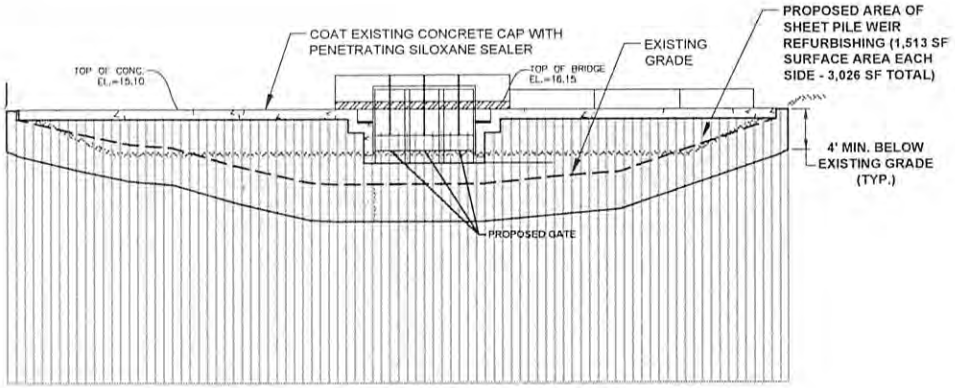
CONTROL STRUCTURE A-19
CITY OF PORT SAINT LUCIE, FLORIDA

ACCESS ROAD

Joseph W. Capra
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

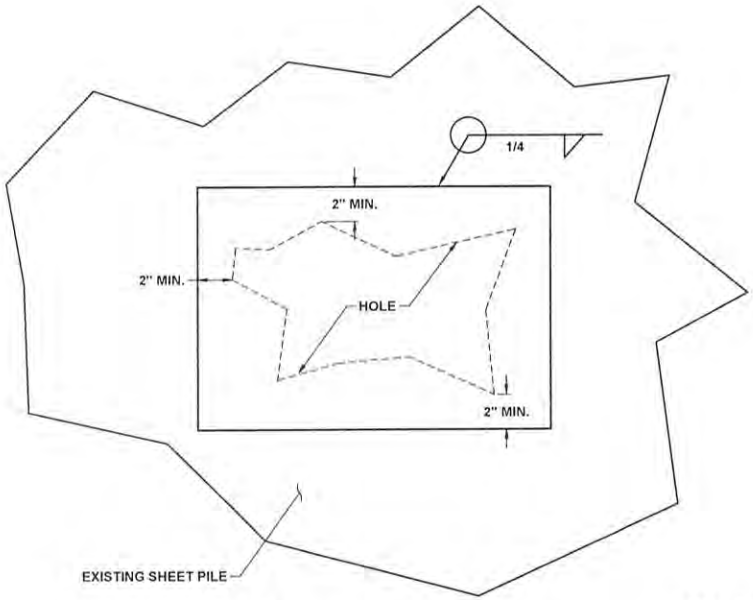
Printed Date

JOB No.: 1356.20
SHEET 4 OF 10



A-19 CONTROL STRUCTURE SECTION

N.T.S.



TYPICAL SHEET PILE PATCH PLATE DETAIL

N.T.S.

SUGGESTED WORK SEQUENCE:

1. INSTALL TEMPORARY COFFERDAMS (SUCH AS SHEET PILES, EARTHEN BERMS, PORTADAM OR OTHER APPROVED ALTERNATE) TO THE GENERAL ALIGNMENTS SHOWN. *
2. DEWATER AREA BETWEEN COFFERDAM AND BULKHEAD. *
3. REMOVE EXISTING GATES AND DELIVER TO PORT ST. LUCIE PUBLIC WORKS STORAGE YARD LOCATED NORTH OF CROSSTOWN PARKWAY ON SW CAMEO BLVD. *
4. PERFORM SHEET PILE RESTORATION PER NOTES 1, 2 AND 3 BELOW.
5. INSTALL GATES AND TEST OPERATION OF GATES. *
6. INSTALL RIPRAP
7. REMOVE TEMPORARY COFFERDAMS. *
8. CLEAN UP WORK AREAS AND SOD ALL DISTURBED AREAS. *

NOTES:

1. SHEET PILING SHALL BE SCALED DOWN TO SOUND WHITE METAL PER SFWMD SP5 REQUIREMENTS AS LISTED IN SFWMD SPECIFICATION SECTION 09900, PROTECTIVE COATINGS, 1.02 C.4. *
2. UPON COMPLETION OF THIS TREATMENT, ANY AREAS THAT HAVE HOLES PASSING THROUGH THE SHEETS SHALL BE PATCHED WITH ¾" THICK A36 STEEL PLATE. SEE "TYPICAL SHEET PILE PATCH PLATE DETAIL". *
3. WELDS AND ADJACENT AREAS SHALL BE SOUND AND FREE OF CRACKS. THE WELD METAL TO BE THOROUGHLY FUSED TO ALL SURFACES AND EDGES WITHOUT UNDERCUTTING. *
4. APPLY S-4 PROTECTIVE COATING SYSTEM PER SFWMD STANDARD SPECIFICATION SECTION 09900 PROTECTIVE COATINGS. *
5. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS AND/OR CITY OF PORT ST. LUCIE CONSTRUCTION STANDARDS (MOST STRINGENT CRITERIA APPLIES).
6. CONTRACTOR SHALL MAINTAIN EFFECTIVE BEST MANAGEMENT PRACTICES FOR SEDIMENT AND EROSION CONTROL IN ACCORDANCE WITH NPDES, SFWMD AND CITY OF PORT ST. LUCIE STANDARDS AND CRITERIA.
7. ALL MAINTENANCE OF TRAFFIC (MOT) OPERATIONS SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS.
8. DAILY INSPECTION OF ALL MOT OPERATIONS SHALL BE PERFORMED BY CONTRACTOR AND ADJUSTED AS REQUIRED TO CONTINUOUSLY MEET FDOT STANDARDS.
9. SANDBLAST RUST, PAINT WITH ZINC RICH PAINT ON BOTH SIDES OF EXISTING SHEET PILE WEIR (48" MIN. BELOW EXISTING GRADE) AND COAT ALL CONCRETE CAP SURFACES WITH PENETRATING SILOXANE SEALER.

* - ITEMS WITH THIS SYMBOL REQUIRE APPROVED INSPECTION BY ENGINEER OF RECORD OR CITY PERSONNEL PRIOR TO PROCEEDING. CONTRACTOR TO NOTIFY ENGINEER / CITY PERSONELL TWO (2) FULL BUSINESS DAYS PRIOR TO NEEDING INSPECTION.

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Engineering License No. EB0000707
COAPTEC
Civil Engineering Professionals

DATE: 12/2/15
DRAWN BY: KLJ
DESIGNED BY: KRA
CHECKED BY: JWC
PROJECT No.: 1356.20
HORZ. SCALE: N/A
VERT. SCALE: N/A
CADD FILE: 2014-Sabal-A-19

NO.	DATE	BY	REVISIONS
1	12/2/15	BKH	BID SET

SCALE VERIFICATION
1" ____ %
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY.

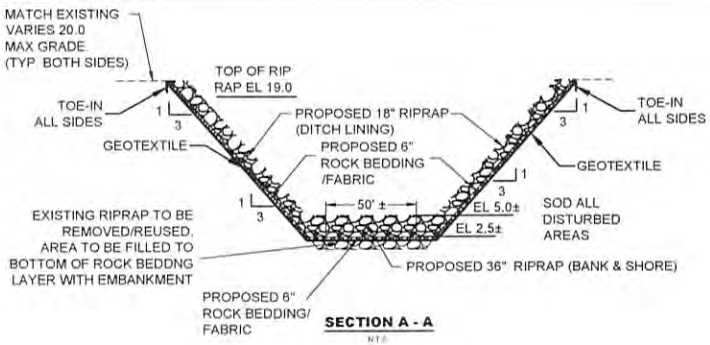
CONTROL STRUCTURE A-19
CITY OF PORT ST. LUCIE, FLORIDA

SHEET PILE REHABILITATION DETAIL

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37658

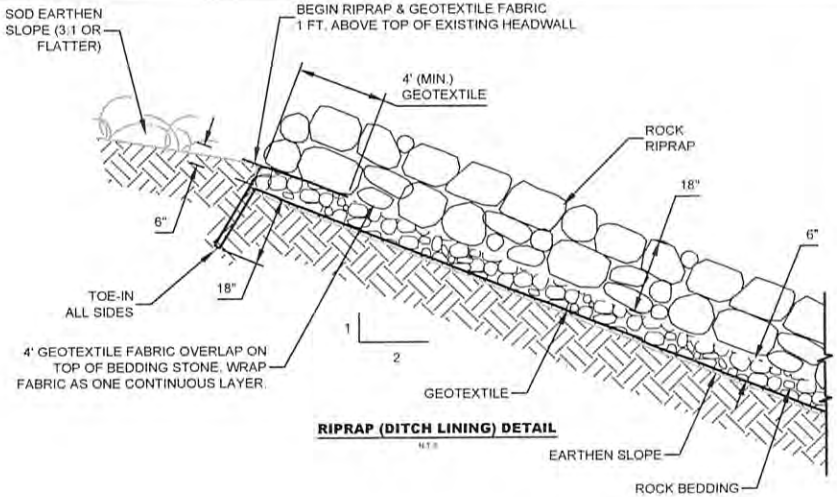
Printed Date:

JOB No.: 1356.20
SHEET 5 OF 10



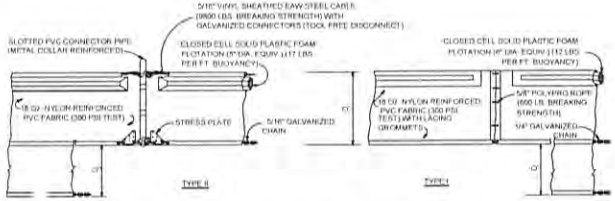
SECTION A - A

NTS



RIPRAP (DITCH LINING) DETAIL

NTS

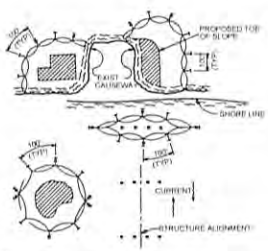


G = 5' STD. (SINGLE PANEL FOR DEPTHS 5' OR LESS)
G = 5' STD. (ADDITIONAL PANEL FOR DEPTHS > 5') CURTAIN TO REACH BOTTOM UP TO DEPTHS OF 10 FEET. TWO (2) PANELS TO BE USED FOR DEPTHS GREATER THAN 10 FEET UNLESS SPECIAL DEPTH CURTAINS SPECIFICALLY CALLED FOR IN THE PLANS OR AS DETERMINED BY THE ENGINEER

COMPONENTS OF TYPES I AND II MAY BE SIMILAR OR IDENTICAL TO NOTICE PROPRIETARY DESIGNS. ANY INFRINGEMENT ON THE PROPRIETARY RIGHTS OF THE DESIGNER SHALL BE THE SOLE RESPONSIBILITY OF THE USER. SUBSTITUTIONS FOR TYPES I AND II SHALL BE AS APPROVED BY THE ENGINEER

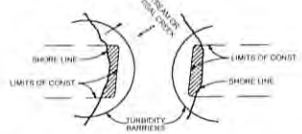
FLOATING TURBIDITY BARRIERS

NTS



LEGEND

- PILE LOCATIONS
- DREDGE OR FILL AREA
- MOORING BUOY WINCH
- ANCHOR
- BARRIER MOVEMENT DUE TO CURRENT ACTION



NOTES:

1. TURBIDITY BARRIERS ARE TO BE USED IN ALL PERMANENT BODIES OF WATER REGARDLESS OF WATER DEPTH
2. NUMBER OF SPACING OF ANCHORS DEPENDENT ON CURRENT VELOCITIES
3. DEPLOYMENT OF BARRIER GROUND PILE LOCATIONS MAY VARY TO ACCOMMODATE CONSTRUCTION OPERATIONS
4. NAVIGATION MAY REQUIRE TEMPORARY BARRIER TERMINATION DURING CONSTRUCTION OPERATIONS
5. FOR ADDITIONAL INFORMATION SEE SECTION 104 OF THE STANDARD SPECIFICATIONS

NOTE

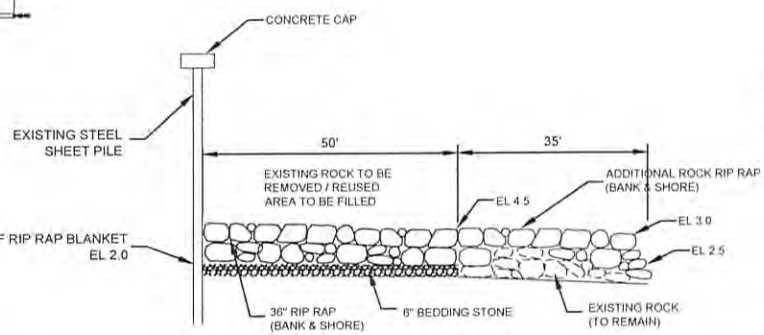
TURBIDITY BARRIERS FOR FLOWING STREAMS AND TIDAL CREEKS MAY EITHER BE FLOATING, OR STAKED TYPES OR ANY COMBINATIONS OF TYPES THAT WILL SUIT SITE CONDITIONS AND MEET EROSION CONTROL AND WATER QUALITY REQUIREMENTS. THE BARRIER TYPE(S) WILL BE UNDER THE PAY ITEM(S) ESTABLISHED IN THE PLANS FOR FLOATING TURBIDITY BARRIER AND/OR STAKED TURBIDITY BARRIER. POSTS IN STAKED TURBIDITY BARRIERS TO BE INSTALLED IN VERTICAL POSITION UNLESS OTHERWISE DIRECTED BY THE ENGINEER

GENERAL NOTES:

1. FLOATING TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR FLOATING TURBIDITY BARRIER, LF
2. STAKED TURBIDITY BARRIERS ARE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED TURBIDITY BARRIER, LF

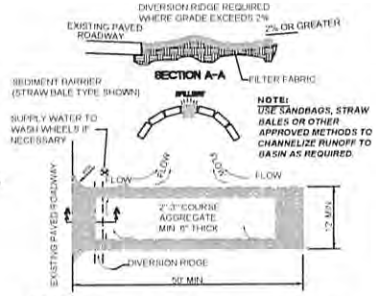
TURBIDITY BARRIER APPLICATIONS

NTS



SECTION B - B

NTS



NOTE:
USE SANDBAGS, STRAW BALES OR OTHER APPROVED METHODS TO CHANNELIZE RUNOFF TO BASIN AS REQUIRED.

NOTES:

1. *THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OR FLOWING OF SEDIMENT ONTO PUBLIC RIGHTS-OF-WAY. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEANOUT OF ANY MEASURES USED TO TRAP SEDIMENT.*
2. *WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHTS-OF-WAY.*
3. *WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT BASIN.*

PRINCIPLE POST POSITION (CANTED 20° TOWARD FLOW)

STABILIZED CONSTRUCTION ENTRANCE

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Phone: (772) 692-4344
Fax: (772) 692-4341
Signature Submittal No. EB-00107

DATE	2/23/2015
DRAWN BY	HLT
DESIGNED BY	KBS
CHECKED BY	JWC
PROJECT No.	1356.20
HORZ. SCALE	N.S
VERT. SCALE	N.S
CADD FILE	20-1356

NO.	DATE	BY	REVISIONS

SCALE VERIFICATION: 0 ½ 1 % — SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

CONTROL STRUCTURE A-19

CITY OF PORT ST. LUCIE, FLORIDA

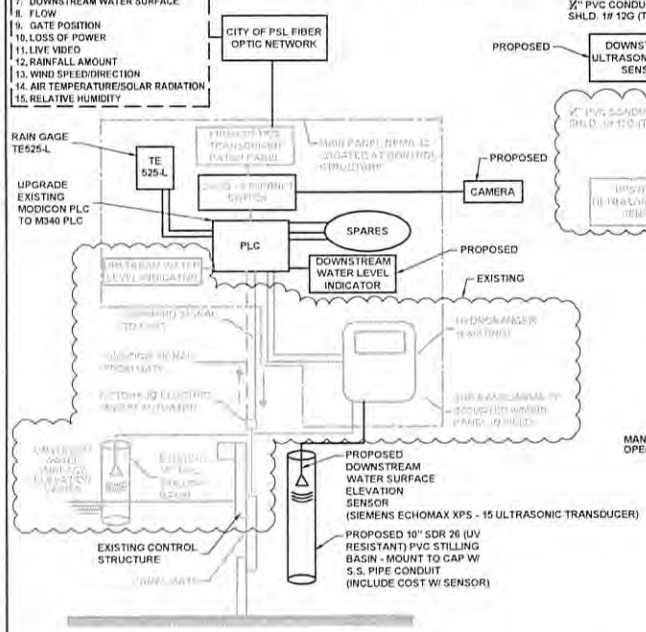
EROSION CONTROL & STILLING TUBE DETAILS

Joseph W. Capra, P.E
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37635

Printed Date:

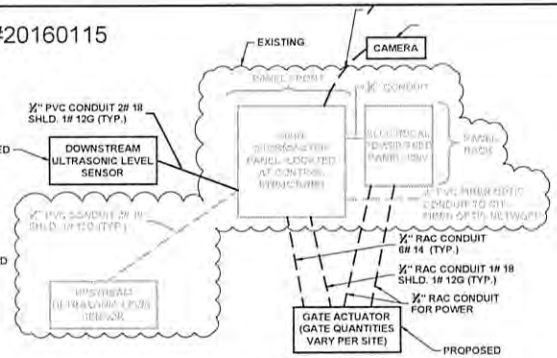
JOB No.: 1356.20
SHEET 6 OF 10

REMOTE MONITORING STATION
1. FPL POWER
2. GATE FAILED TO OPEN
3. GATE FAILED TO CLOSE
4. WATER SURFACE HIGH LEVEL
5. GATE CLOSE END OF CYCLE
6. UPSTREAM WATER SURFACE
7. DOWNSTREAM WATER SURFACE
8. FLOW
9. GATE POSITION
10. LOSS OF POWER
11. LIVE VIDEO
12. RAINFALL AMOUNT
13. WIND SPEED/DIRECTION
14. AIR TEMPERATURE/SOLAR RADIATION
15. RELATIVE HUMIDITY

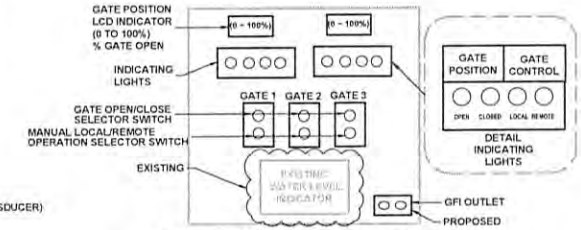


SCADA CONTROLLED ELECTRIC MOTOR STORMWATER GATE MONITORING AND CONTROL SCHEMATIC DIAGRAM

N.T.S.



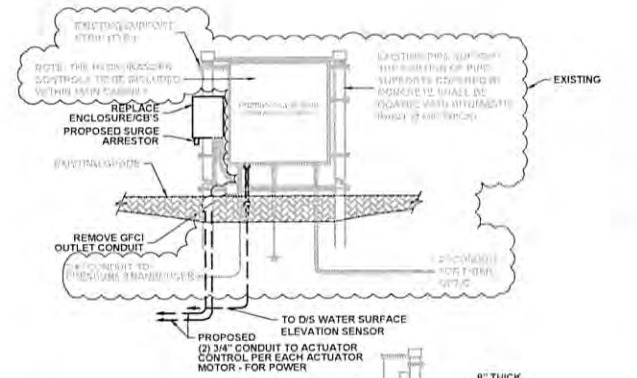
CONDUIT SCHEMATIC DIAGRAM



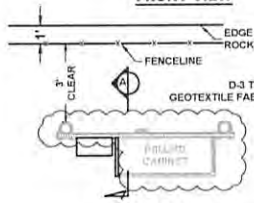
CONTROL PANEL DEAD FRONT LAYOUT

SCADA CONTROLLED ELECTRIC MOTOR STORMWATER GATE ACTUATOR PANEL SCHEMATIC DIAGRAM

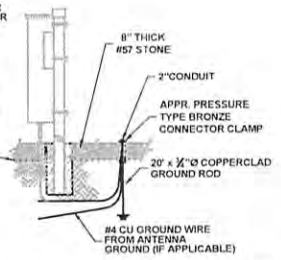
N.T.S.



FRONT VIEW



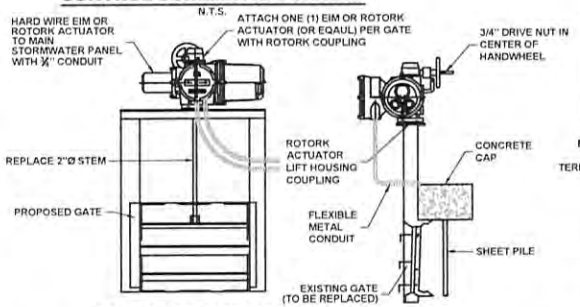
PLAN VIEW



PSLUSD CABINET

CONTROL CABINET

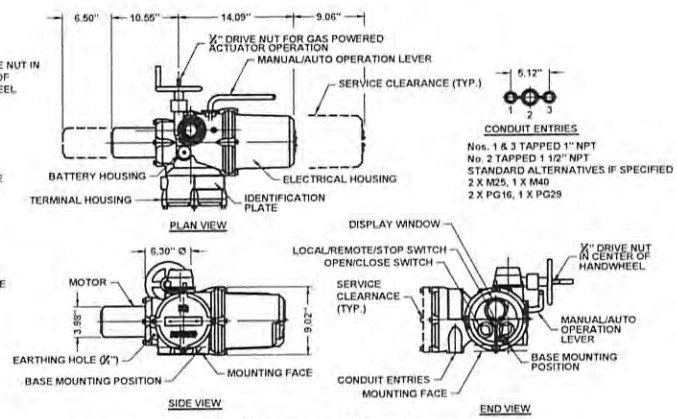
(EXISTING AS NOTED)
N.T.S.



ACTUATOR MOUNTING DETAIL

NOTES:

1. CONTRACTOR SHALL REFER TO MANUFACTURER'S SPECIFICATIONS AND GUIDELINES FOR PROPER INSTALLATION.



ELECTRIC MOTOR M2CP

MODEL# 2FRG-6 (w/ HANDWHEEL AND ¾" DRIVE NUT)

N.T.S.

NOTES

1. THE CONTRACTOR SHALL COORDINATE ALL ELECTRICAL ASPECTS OF THE PROJECT.
2. EACH ACTUATOR MOTOR TO HAVE A SEPARATE CIRCUIT BREAKER. CONTRACTOR TO REPLACE ELECTRICAL SERVICE PANEL AND INSTALL NEW CIRCUIT BREAKER ENCLOSURE.
3. THE CONTRACTOR SHALL COORDINATE WITH THE PSL UTILITY SYSTEMS DEPT. / PUBLIC WORKS DEPT. TO PERFORM ALL TESTING & INSTALLATION NECESSARY FOR A FULLY FUNCTIONING SYSTEM.
4. ALL CONSTRUCTION / MATERIALS SHALL BE IN ACCORDANCE WITH PSL UTILITY SYSTEMS DEPARTMENT STANDARDS AND NATIONAL ELECTRIC CODE LATEST EDITIONS.
5. ALL PANEL MOUNTING HARDWARE SHALL BE 316 STAINLESS STEEL.
6. ALL UNDERGROUND CONDUIT SHALL BE PVC COATED RIGID ALUMINUM MEETING UL AND MFLC REQUIREMENTS.
7. MAIN CABINET AND SUPPORTS SHALL BE LOCATED A MIN. OF 36" FROM FENCE AND/OR OTHER STRUCTURES.
8. GROUNDING ROD SHALL BE 20' X ¾" DIA. COPPERCLAD GROUND ROD W/APPROVED PRESSURE TYPE BRONZE CONNECTOR CAP.
9. ALL EXPOSED CONDUITS BETWEEN ADJACENT PANELS SHALL BE SCHEDULE 80 UV RESISTANT PVC (ASTM 1785). ALL EXPOSED CONDUIT SHALL BE RIGID ALUMINUM CONDUIT.
10. CONTRACTOR SHALL SUBMIT ALL SHOP DRAWINGS AND A PROJECT SCHEDULE DURING THE PRE-CONSTRUCTION CONFERENCE, PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. SHOP DRAWINGS SHALL INCLUDE FULLY DIMENSIONED DRAWINGS OF THE PANEL, ALL MATERIALS, AND LISTINGS OF ALL PARTS AND MANUFACTURERS.
12. CONTRACTOR SHALL ADD, REVISE, AND RESUBMIT SCHEDULE AND SHOP DRAWINGS AS REQUESTED BY THE CITY.
13. ALL BRAND NAMES ARE USED FOR DESCRIPTIVE PURPOSES ONLY. "EQUAL" EQUIPMENT OR MATERIAL WILL BE ACCEPTED. THE BRAND NAME & MODEL DESIGNATIONS IDENTIFY THE MINIMUM REQUIREMENTS TO ESTABLISH EQUALITY.
14. THE CITY RESERVES THE RIGHT TO MAKE THE FINAL DETERMINATION OF "EQUAL-TO" FOR ALL EQUIPMENT FOR THIS PROJECT.
15. ACTUATOR MUST BE ABLE TO TRANSMIT AND RECEIVE 4-20mA SIGNAL (ANALOG).

• 301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-4341
CAPTEC Engineering, Inc.
Civil Engineering Professionals
Certificate of Authorization No. EB-0000757

DATE	7/28/15
DRAWN BY	HLT
DESIGNED BY	HLT
CHECKED BY	JWC
PROJECT No.	1356.20
HORZ. SCALE	N/A
VERT. SCALE	N/A
CADD FILE/DWG	

NO.	DATE	BY	REVISIONS
1	08/17/15	KKH	BID SET

SCALE VERIFICATION
1" ▬▬▬ ½"
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

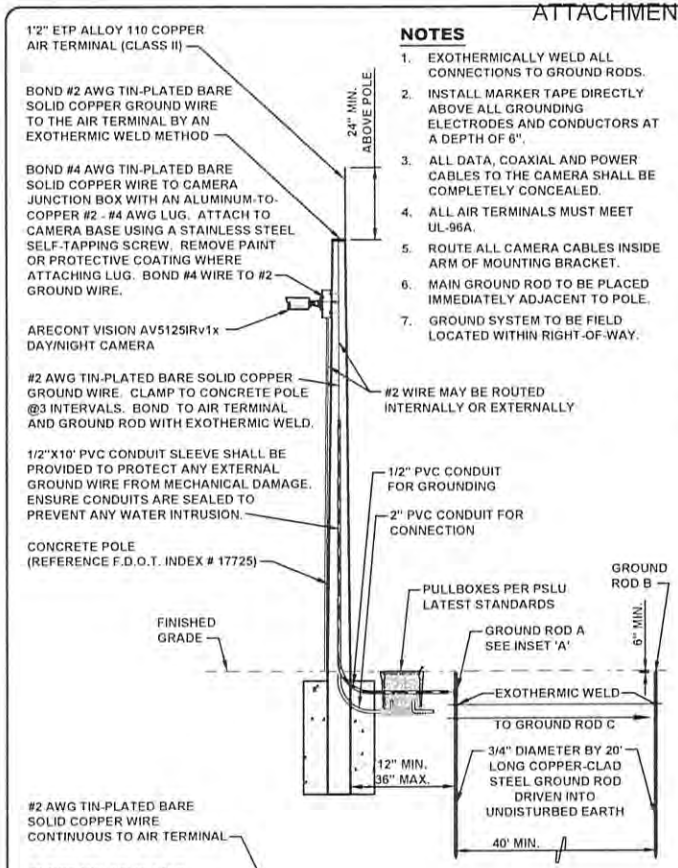
AUTO ACTUATORS AT STRUCTURE A-19
CITY OF PORT ST. LUCIE, FLORIDA

A-19 ACTUATOR DETAILS

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37858

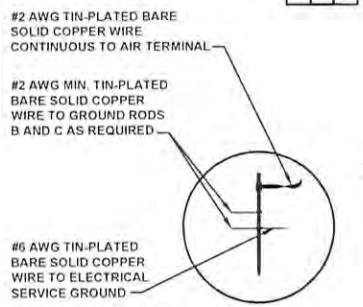
Printed Name

JOB No.: 1356.20
SHEET 7 OF 10

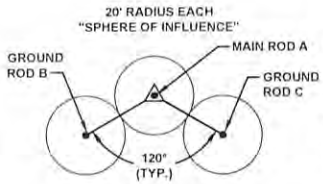


NOTES

1. EXOTHERMICALLY WELD ALL CONNECTIONS TO GROUND RODS.
2. INSTALL MARKER TAPE DIRECTLY ABOVE ALL GROUNDING ELECTRODES AND CONDUCTORS AT A DEPTH OF 6".
3. ALL DATA, COAXIAL AND POWER CABLES TO THE CAMERA SHALL BE COMPLETELY CONCEALED.
4. ALL AIR TERMINALS MUST MEET UL-96A.
5. ROUTE ALL CAMERA CABLES INSIDE ARM OF MOUNTING BRACKET.
6. MAIN GROUND ROD TO BE PLACED IMMEDIATELY ADJACENT TO POLE.
7. GROUND SYSTEM TO BE FIELD LOCATED WITHIN RIGHT-OF-WAY.



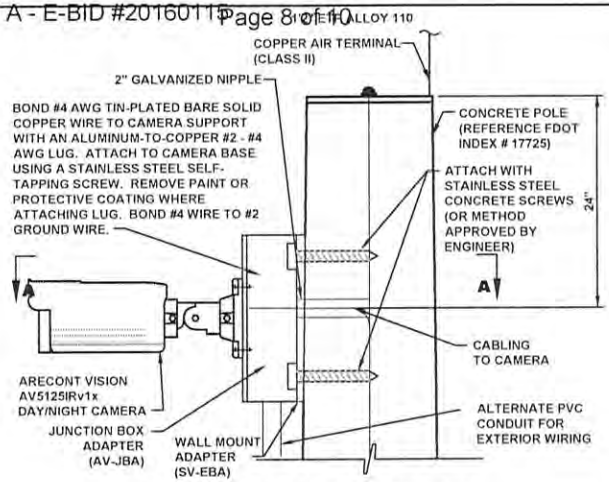
INSET "A"



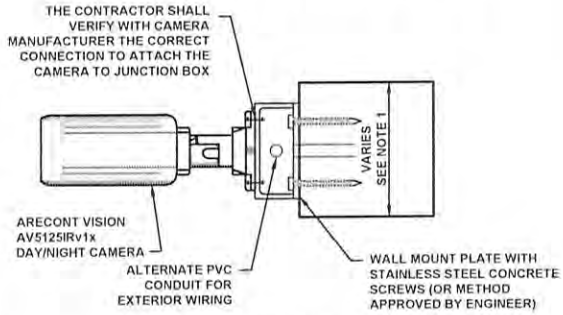
GROUND ROD PLACEMENT DETAIL
(TYPICAL EACH POLE)

CONCRETE POLE GROUNDING DETAIL

(REFERENCE F.D.O.T. INDEX # 18102)



ELEVATION WITH MOUNTING BRACKET



SECTION A-A

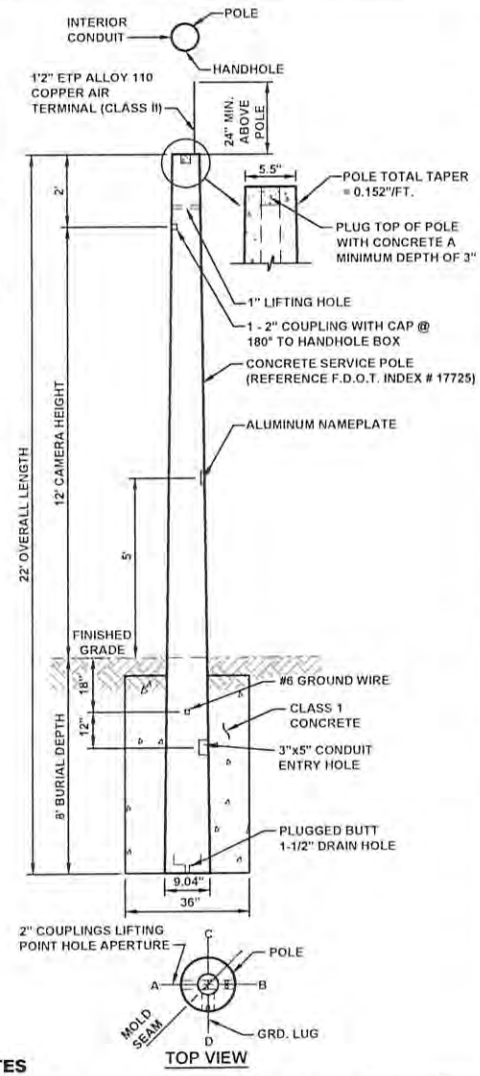
NOTES

1. VERIFY THE POLE DIMENSIONS AT THE POINT OF INSTALLATION AND THE ANGLE REQUIRED PRIOR TO MANUFACTURING THE CAMERA MOUNT ASSEMBLY.
2. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS FOR THE PROPOSED MOUNTING BRACKET TO THE ENGINEER FOR REVIEW AND APPROVAL.
3. MOUNTING BRACKET SHALL BE LEVEL AFTER INSTALLATION.
4. SEE F.D.O.T. INDEX # 17725 FOR CONCRETE POLE SPECIFICATIONS.
5. GALVANIZED PIPE CONNECTIONS AND CONDUIT ENTRY POINTS SHALL BE SEALED IN ACCORDANCE WITH SECTION 630 OF THE STANDARD SPECIFICATIONS.

CAMERA MOUNTING DETAIL

NOTE:

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PROVIDE A COMPLETE ASSEMBLY AS PER THE PLANS AND SPECIFICATIONS. THE INSTALLATION SHALL MEET THE REQUIREMENTS OF THE NATIONAL ELECTRIC CODE AND APPLICABLE PORT ST. LUCIE CODES.



TOP VIEW

NOTES

1. THE CONTRACTOR SHALL SUBMIT SHOP DRAWINGS TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO MANUFACTURING / ORDERING OF POLE.
2. SEE F.D.O.T. INDEX # 17725 FOR CONCRETE POLE SPECIFICATIONS.
3. 170 MPH WINDLOAD - CONTRACTOR TO PROVIDE CALCULATIONS WITH SHOP DRAWINGS. CONTRACTOR TO PROVIDE GEOTECHNICAL DATA.

CONCRETE POLE LAYOUT DETAIL

(REFERENCE F.D.O.T. INDEX # 18113)

CAPTEC Engineering Inc.
Civil Engineering Professionals
301 NW Flagler Ave
Stuart, Florida 34994
Phone: (772) 692-4344
Fax: (772) 692-5431
Engineering Business No. 8808

NO.	DATE	BY	REVISIONS
1	10/17/13	SKK	BID SET

SCALE VERIFICATION: SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

AUTO ACTUATORS
CITY OF PORT ST. LUCIE, FLORIDA

A-19 CAMERA / POLE DETAILS

Joseph W. Capra
301 N.W. Flagler Ave., Ste. 201
Stuart, Florida 34994
P.E. No. 37638

Printed Date

JOB No.: 1356.20
SHEET 8 OF 10

GENERAL NOTES

1. ANY DISCREPANCIES ON THE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER BEFORE COMMENCING WORK. NO FIELD CHANGE OR DEVIATIONS FROM THE DESIGN ARE TO BE MADE WITHOUT PRIOR APPROVAL OF THE ENGINEER.
2. THE CONTRACTOR SHALL CONTACT ENGINEER OF RECORD, THE APPROPRIATE GOVERNMENTAL JURISDICTIONAL AGENCY AND ALL OTHER CONCERNED UTILITIES AT LEAST 2 FULL BUSINESS DAYS IN ADVANCE OF CONSTRUCTION OPERATIONS.
3. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND ARE BASED ON THE BEST AVAILABLE INFORMATION. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONIC METHODS AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES, PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. ANY AND ALL CONFLICTS OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS SHALL BE RESOLVED BY THE ENGINEER AND THE OWNER PRIOR TO BEGINNING ANY CONSTRUCTION OPERATIONS. THIS WORK BY THE CONTRACTOR SHALL BE CONSIDERED INCIDENTAL TO THE CONTRACT AND NO ADDITIONAL COMPENSATION SHALL BE ALLOWED.
4. PROJECT SUPERINTENDENT: THE CONTRACTOR SHALL PROVIDE A QUALIFIED SUPERINTENDENT TO REMAIN ON THE JOB SITE AT ALL TIMES WHEN WORK IS BEING PERFORMED. THE SUPERINTENDENT SHALL BE PRESENT AT THE PRE-CONSTRUCTION MEETING. THE CONTRACTOR SHALL NOTIFY THE LOCAL UTILITY COMPANY BY LETTER PRIOR TO THE PRE-CONSTRUCTION MEETING APPOINTING THE SUPERINTENDENT FOR THIS PROJECT INCLUDING A FORMAL RESUME SHOWING QUALIFICATIONS.
5. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE HIS COMPLETE FAMILIARITY WITH THE PROJECT SITE AND COMPONENTS TO INCLUDE SUBSURFACE CONDITIONS OF SOIL AND GROUNDWATER TABLE. BY SUBMITTAL OF A BID FOR THIS PROJECT, THE CONTRACTOR ACKNOWLEDGES HIS COMPLETE UNDERSTANDING AND RESPONSIBILITIES WITH RESPECT TO THE CONSTRUCTION ACTIVITIES REQUIRED UNDER THE SCOPE OF THIS PROJECT.
6. THE "TRENCH SAFETY ACT" SHALL BE INCORPORATED INTO THIS CONTRACT AS ENHANCED BY THE LEGISLATURE OF THE STATE OF FLORIDA TO BE IN EFFECT AS OF OCTOBER 1, 1990.
7. AS-BUILT PLANS: THE CONTRACTOR SHALL PROVIDE ONE (1) REPRODUCIBLE MYLAR COPY, FIFTEEN (15) BLACK LINE COPIES AND ONE (1) DIGITAL FORMAT OF A CERTIFIED AS-BUILT SURVEY. DRAWINGS SHALL BEAR THE ORIGINAL SIGNATURE AND EMBOSSED SEAL OF THE SURVEYOR AND SHALL BE SUBMITTED AFTER THE COMPLETION OF CONSTRUCTION, BUT PRIOR TO FINAL APPROVAL. THE AS-BUILT SURVEY SHALL BE PREPARED IN PLAN AND PROFILE FORMAT BY A LICENSED PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF FLORIDA AND SHALL COMPLY WITH APPLICABLE PROVISIONS OF THE FLORIDA ADMINISTRATIVE CODE AND CHAPTER 472 OF THE FLORIDA STATUES. THE DRAWINGS SHALL BE AT A SCALE COMPARABLE TO THE DESIGN DRAWINGS PREPARED BY THE ENGINEER AND SHALL REFERENCE THE BASE LINE OF SURVEY APPEARING ON THE ENGINEERING DRAWINGS. THE HORIZONTAL AND VERTICAL LOCATION OF THE ROADWAYS, DRAINAGE FACILITIES AND ALL APPURTENANCES SHALL BE ACCURATELY DEPICTED TO SCALE AND SHALL BE IDENTIFIED RELATIVE TO THE BASE LINE AND TO READILY IDENTIFIABLE PERMANENT OR SEMI-PERMANENT REFERENCE POINTS EXISTING AFTER THE COMPLETION OF CONSTRUCTION. ALL INFORMATION SHALL BE BASED UPON MEASUREMENTS AND OBSERVATIONS MADE IN THE FIELD BY THE SURVEYOR CERTIFYING THE SURVEY OR BY PERSONNEL UNDER HIS EMPLOYMENT, DIRECTION AND SUPERVISION. THE COST FOR PREPARING AND MAINTAINING THE AS-BUILT PLANS SHALL BE INCIDENTAL TO THE CONSTRUCTION COST.
8. THE CONTRACTOR SHALL PREPARE A PLAN SHOWING THE SCHEDULE OF WORK, INCLUDING A HIGHLIGHTED PLAN SHOWING THE ORDER OF CONSTRUCTION WHICH WILL FACILITATE MAINTAINING EXISTING SERVICES DURING CONSTRUCTION. THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE OF TRAFFIC AND STAGING PLAN.
9. ALL CONSTRUCTION IS TO BE IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION AND THE CITY OF PORT ST. LUCIE PUBLIC WORKS AND UTILITY SYSTEMS DEPARTMENT STANDARDS AND SPECIFICATIONS.
10. ALL PSLUSD, PSL FIBER OPTIC, TELEPHONE, FPL, LOCAL CABLE AND ALL LOCAL UTILITY COMPANY LOCATIONS SHOWN ARE TAKEN FROM INFORMATION PROVIDED BY THAT UTILITY COMPANY. THESE LOCATIONS HAVE NOT BEEN VERIFIED IN THE FIELD. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL UTILITY LOCATIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL EXPOSE ALL CROSSINGS WITH PUBLIC & PRIVATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION AND DELIVERY OF PIPE. THE CONTRACTOR SHALL USE EXTREME CAUTION WITHIN THE VICINITY OF PUBLIC & PRIVATE UTILITY FACILITIES. THE CONTRACTOR WILL REQUEST THE PRESENCE OF THE RESPECTIVE UTILITY REPRESENTATIVES DURING CONSTRUCTION IN THE VICINITY OF THEIR FACILITIES. A PROFILE OF THE UTILITY FACILITIES ARE NOT PROVIDED IN THESE DRAWINGS. THE CONTRACTOR IS RESPONSIBLE FOR CONTACTING THE PUBLIC & PRIVATE UTILITIES AND VERIFYING/OBTAINING THE APPROXIMATE LOCATION(S) OF THESE FACILITIES.
11. ANY NGVD 29 AND NAVD 88 MONUMENT WITHIN THE LIMITS OF CONSTRUCTION ARE TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHOULD NOTIFY,

GEODETIC INFORMATION CENTER	CITY OF PORT SAINT LUCIE
ATTN: MARK MAINTENANCE CENTER	PUBLIC WORKS DEPARTMENT
ATTN: M/CG - 162	121 SW PORT SAINT LUCIE BOULEVARD
6001 EXECUTIVE BOULEVARD	PORT SAINT LUCIE, FL 34984-5099
ROCKVILLE, MD 20852	(772) 871-5100
TELEPHONE: (301) 443-8319	

12. TEMPORARY BENCHMARK REFERENCED NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88).
13. CONTRACTOR TO UTILIZE "APPROVED FOR CONSTRUCTION" PLANS ONLY.
14. SHOP DRAWINGS FOR ALL STRUCTURES SHALL BE SUBMITTED TO ENGINEER FOR REVIEW AND APPROVAL PRIOR TO ORDERING.
15. SHOP DRAWINGS ARE REQUIRED ON ALL STRUCTURES. THE ENGINEER REQUIRES FIVE (5) BUSINESS DAYS TO REVIEW SHOP DRAWINGS AFTER RECEIPT.
16. CONCRETE SHALL BE CLASS I 3,000 PSI MINIMUM COMPRESSIVE STRENGTH UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE ASTM A-615.
17. CONTRACTOR SHALL PROTECT ALL EXISTING ABOVE OR UNDERGROUND STRUCTURES, LANDSCAPE FEATURES, TREES AND UTILITIES NOT SHOWN ON THE PLANS TO BE REMOVED BY CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY DAMAGE CAUSED BY CONSTRUCTION ACTIVITY.
18. ALL PROPOSED MATERIALS, CONSTRUCTION METHODS, TESTING AND CONFORM TO THE REQUIREMENTS OF THE CITY OF PORT ST. LUCIE CURRENT STANDARD AND AWWA LATEST STANDARD.
19. ALL HORIZONTAL AND VERTICAL SURVEY CONTROL POINTS SHALL BE PROTECTED AND UNDISTURBED. IN THE EVENT THAT A CONTROL POINT IS DISTURBED OR DESTROYED, THE POINT SHALL BE RE-ESTABLISHED BY A FLORIDA REGISTERED LAND SURVEYOR. IF THE CONSTRUCTION OCCURS IN THE CITY OF PORT ST. LUCIE, THE METHOD TO RE-ESTABLISH THE POINT SHALL BE APPROVED BY THE CITY ENGINEER AT THE EXPENSE OF THE CONTRACTOR.
20. THE CONTRACTOR SHALL PREPARE A COMPLETE VIDEO RECORD OF THE PROJECT SITE BEFORE BEGINNING ANY WORK. THE VIDEO RECORD SHALL INCLUDE ALL ROADWAY, DRAINAGE AND UTILITIES POINTS OF CONNECTION AND SHALL EXTEND A MINIMUM OF 100 FEET BEYOND THE WORK LIMITS TO DOCUMENT THE EXISTING CONDITIONS. THE CONTRACTOR SHALL ALSO VIDEO DOCUMENT ALL HAUL ROUTES NEEDED FOR THE OFFSITE MOVEMENT OF EARTHWORK. COPIES OF THE VIDEO RECORD SHALL BE PROVIDED TO THE ENGINEER OF RECORD AND THE OWNER PRIOR TO SUBMITTAL OF THE FIRST PAY REQUEST.
21. THE CONTRACTOR SHALL VIDEO TAPE THE EXTERIOR AND REAR YARDS OF ALL HOUSES/BUSINESSES IN THE PROJECT AREA.

CULVERT LEGEND

RCP	- REINFORCED CONCRETE PIPE	CAP	- CORRUGATED ALUMINUM PIPE
ERCP	- ELLIPTICAL REINFORCED CONCRETE PIPE	MES	- MITERED END SECTION

ATTACHMENT A - E-BID #20160115 Page 9 of 10

FILTER FABRIC (STORM PIPE JOINTS)

THE CONTRACTOR SHALL WRAP ALL STORM PIPE JOINTS. CONSTRUCTION SHALL BE PER F.D.O.T. INDEX NO. 280 WITH WOVEN GEOTEXTILE TYPE D-3 (F.D.O.T. INDEX NO. 199), SECURED W/STRAPPING. ALL JOINTS SHALL BE WRAPPED FOR A MINIMUM OF 18 INCHES FROM THE BAND OR JOINT OR BELL AND SPIGOT AS APPLICABLE.

DEWATERING

STORM SEWER PIPES AND STRUCTURES AND UTILITIES SHALL BE LAID "IN THE DRY", UNLESS OTHERWISE APPROVED IN WRITING BY THE UTILITY AND ENGINEER OF RECORD. THE CONTRACTOR, AT NO DIRECT COST TO THE OWNER, SHALL PERFORM ALL DEWATERING ACTIVITY. TRENCH EXCAVATIONS SHALL BE DEWATERED BY USING ONE OR MORE OF THE FOLLOWING METHODS: SOCK DRAINS, WELL POINT SYSTEM, SUMP PUMPS OR OTHER METHOD(S) AS APPROVED BY THE ENGINEER. DEWATERING SYSTEMS SHALL BE UTILIZED IN ACCORDANCE WITH GOOD STANDARD PRACTICE AND MUST BE EFFICIENT ENOUGH TO LOWER THE WATER LEVEL IN ADVANCE OF THE EXCAVATION AND MAINTAIN IT CONTINUOUSLY TO KEEP THE TRENCH BOTTOM AND SIDES FIRM AND DRY. IF THE MATERIAL ENCOUNTERED AT TRENCH GRADE IS SUITABLE FOR THE PASSAGE OF WATER WITHOUT DESTROYING THE SIDES OR UTILITY FOUNDATION OF THE TRENCH, SUMPS MAY BE PROVIDED AT INTERVALS AT THE SIDE OF THE MAIN TRENCH EXCAVATION, WITH PUMPS USED TO LOWER THE WATER LEVEL BY TAKING THEIR SUCTION FROM SAID SUMPS. DISCHARGE FROM DEWATERING SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT WILL NOT INTERFERE WITH NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. ALL DISCHARGE SHALL BE IN ACCORDANCE WITH ANY SFWMD ISSUED PERMITS. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED OR IN PROGRESS OR TO THE SURFACE OF STREETS OR TO PRIVATE PROPERTY. THE ENGINEER OF RECORD AND NECESSARY REGULATORY AGENCIES, PRIOR TO CONSTRUCTION, SHALL APPROVE THE PROPOSED DEWATERING METHOD(S) AND SCHEDULE. ADDITIONALLY, WHERE PRIVATE PROPERTY WILL BE INVOLVED, THE CONTRACTOR SHALL OBTAIN ADVANCE PERMISSION FROM THE PROPERTY OWNER.

WATER QUALITY NOTES

1. ALL ACTIVITIES SHALL BE IMPLEMENTED AS SET FORTH IN THE PLANS, SPECIFICATIONS AND PERFORMANCE CRITERIA AS APPROVED BY LOCAL SURFACE WATER PERMIT. ANY DEVIATION FROM THE PERMITTED ACTIVITY AND THE CONDITIONS FOR UNDERTAKING THAT ACTIVITY SHALL BE CONSIDERED A VIOLATION OF THE PERMIT. PRIOR TO ANY WORK, A NOTICE OF CONSTRUCTION START MUST BE SUBMITTED TO THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT.
2. PRIOR TO AND DURING CONSTRUCTION, THE CONTRACTOR SHALL IMPLEMENT AND MAINTAIN ALL EROSION AND SEDIMENT CONTROL MEASURES (BEST MANAGEMENT PRACTICES) REQUIRED TO RETAIN SEDIMENT ON-SITE AND TO PREVENT VIOLATIONS OF STATE WATER QUALITY STANDARDS. ALL PRACTICES MUST BE IN ACCORDANCE WITH THE GUIDELINES AND SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATIONS 1988), WHICH ARE HEREBY INCORPORATED BY REFERENCE, UNLESS A PROJECT SPECIFIC EROSION AND SEDIMENT CONTROL PLAN IS APPROVED AS PART OF THE SFWMD PERMIT, IN WHICH CASE THE PRACTICES MUST BE IN ACCORDANCE WITH THE PLAN. IF SITE SPECIFIC CONDITIONS REQUIRE ADDITIONAL MEASURES DURING ANY PHASE OF CONSTRUCTION OR OPERATION TO PREVENT EROSION OR CONTROL SEDIMENT, BEYOND THOSE SPECIFIED IN THE EROSION AND SEDIMENT CONTROL PLAN, THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL BEST MANAGEMENT PRACTICES AS NECESSARY, IN ACCORDANCE WITH THE SPECIFICATIONS IN CHAPTER 6 OF THE FLORIDA LAND DEVELOPMENT MANUAL: A GUIDE TO SOUND LAND AND WATER MANAGEMENT (FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION 1988). THE CONTRACTOR SHALL CORRECT ANY EROSION OR SHOALING THAT CAUSES ADVERSE IMPACTS TO THE WATER RESOURCES AT NO ADDITIONAL COST TO OWNER.
3. STABILIZATION MEASURES SHALL BE INITIATED FOR EROSION AND SEDIMENT CONTROL ON DISTURBED AREAS AS SOON AS PRACTICABLE IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN SEVEN (7) DAYS AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED.
4. IF DEWATERING IS TO OCCUR DURING ANY PHASE OF CONSTRUCTION OR THEREAFTER AND THE SURFACE WATER PUMP(S), WELLS OR FACILITIES ARE CAPABLE OF WITHDRAWING ONE MILLION GALLONS OF WATER PER DAY OR MORE OR AN AVERAGE OF 100,000 GALLONS PER DAY OR MORE OVER A YEAR AND ANY DISCHARGE IS TO BE OFF-SITE, THE CONTRACTOR MUST APPLY FOR AND OBTAIN A CONSUMPTIVE USE PERMIT (40C-2) FROM THE SFWMD. CONTRACTOR SHALL NOTIFY ENGINEER IF ADDITIONAL INFORMATION OR APPLICATION MATERIALS ARE NEEDED.
5. IF DEWATERING IS TO OCCUR, WATER QUALITY MONITORING SHALL BE PERFORMED DAILY. SAMPLING SHALL BE PERFORMED IN THE MIDDLE OF ADJACENT CHANNELS MEASURING FOR TURBIDITY, 100 FEET UPSTREAM AND 100 FT DOWNSTREAM OF DISCHARGES. WHEN TURBIDITY EXCEEDS 29 NTU'S ABOVE BACKGROUND LEVELS AT SAMPLE POINT WQ-1 AND/OR 0 NTU'S ABOVE BACKGROUND LEVELS AT SAMPLE POINT WQ-2, WORK MUST CEASE AND REMEDIAL MEASURES MUST BE PERFORMED TO RETURN CONDITIONS TO ACCEPTABLE TURBIDITY LEVELS. CONTRACTOR MUST RECEIVE ENGINEER'S APPROVAL PRIOR TO RESTARTING WORK. SAMPLE POINT LOCATIONS ARE IDENTIFIED IN THE SFWMD PERMITS.
6. THE CONTRACTOR SHALL PLACE TURBIDITY BARRIERS AT ALL OUTFALLS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL INSTALL TURBIDITY CONTROL MEASURES PRIOR TO COMMENCEMENT OF CONSTRUCTION AND MAINTAIN CONTROLS IN WORKING ORDER THROUGHOUT THE CONSTRUCTION PERIOD, ASSURING THAT TURBID DISCHARGES FROM THE PROJECT TO PROTECTED WATERS AND WETLANDS DO NOT EXCEED 29 NTU'S ABOVE BACKGROUND LEVELS AND REMOVE CONTROLS AFTER COMPLETION OF CONSTRUCTION.

SOIL EROSION PLAN

1. NO POLLUTION OR EROSION CAUSED BY THIS PROJECT WILL BE ALLOWED IN THE STORMWATER DRAINAGE SYSTEM. THE CONTRACTOR SHALL INSTALL ANY DEVICES NECESSARY TO PREVENT POLLUTION OR EROSION. THE COST OF POLLUTION AND EROSION CONTROL SHALL BE INCIDENTAL TO THE COST OF THE CONSTRUCTION.
2. PRIOR TO CONSTRUCTION, THE CONTRACTOR SHALL SUBMIT A SITE SPECIFIC SOIL EROSION CONTROL PLAN. IN GENERAL, THE SOIL EROSION CONTROL PLAN SHALL REQUIRE THAT ALL ON-SITE SOILS WILL REMAIN ON-SITE AND WILL NOT ERODE INTO THE ADJACENT ROADSIDE SWALES, ADJACENT PROPERTIES OR RETENTION DITCHES. ALL EXISTING SWALES SHALL REMAIN SODDED DURING CONSTRUCTION. THE CONTRACTOR SHALL SCARIFY ONLY AS NECESSARY TO CONSTRUCT THE PROJECT. THE CONTRACTOR SHALL SCARIFY AREAS TO PLACE VARIOUS PIPE WORK. AFTER PLACEMENT OF THE PIPE, THESE TRENCHES SHALL BE BACKFILLED AND COMPACTED TO 98% MODIFIED PROCTOR AASHTO T-180. PRIOR TO DISCHARGE FROM THE SITE, SILTATION BARRIERS AND HAY BALES SHALL BE UTILIZED. THE DRAINAGE WHICH OUTFALLS TO THE RETENTION AREAS SHALL BE STABILIZED AND SODDED IMMEDIATELY UPON COMPLETION OF CONSTRUCTION. ANY DEWATERING OR PUMPING OF WATER INTO THE ROADSIDE SWALES OR RETENTION SWALES SHALL BE STAKED WITH BALED HAY AND SILTATION FENCES. UPON COMPLETION OF THE SITE WORK, ALL AREAS SHALL BE SODDED TO AVOID EROSION. CONTRACTOR IS REQUIRED TO COMPLY WITH ALL STATE WATER QUALITY CRITERIA. SPECIFICALLY, NO OFF-SITE DISCHARGES WILL BE ALLOWED WHICH EXCEED THE STATE TURBIDITY CRITERIA.
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CORRECTION OF ANY EROSION OR SHOALING OF THE WATER QUALITY MANAGEMENT SYSTEM.

UTILITY COMPANIES

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AT&T 3380 OKEECHOBEE RD, RM 237 FORT PIERCE, FL 34947 772-460-4448	COMCAST CABLE 1495 NW BRITT ROAD STUART, FL 34994 561-692-9010	

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Phone: (772) 692-4344 Fax: (772) 692-4341

DRAWN BY	HLT
DESIGNED BY	RKK
CHECKED BY	JWC
PROJECT No.	1356.20
HORZ. SCALE	N/A
VERT. SCALE	N/A

REVISIONS

NO.	DATE	BY	REVISIONS
1			BID SET

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

CONTROL STRUCTURE A-19
CITY OF PORT ST. LUCIE, FLORIDA
GENERAL NOTES

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

JOB No.: 1356.20
SHEET 9 OF 10

SOD

1. THE SOD SHALL BE CERTIFIED TO MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETAL TYPE AND FREE FROM WEEDS, FUNGUS, INSECTS AND DISEASE OF ANY KIND. ALL SODDED AREAS SHALL BE GRASSED AS SPECIFIED ON PLANS AND SURVIVAL GUARANTEED FOR 365 DAYS FROM DATE OF REPLACEMENT.
2. SODDING SHALL CONSIST OF SITE PREPARATION, FURNISHING AND PLACING SOD, STAPLES AND FERTILIZER AND IRRIGATING AT THE RATES AND MANNER DESCRIBED IN THIS SPECIFICATION FOR THE DESIGNATED AREAS.
3. SOD SHALL BE ARGENTINE BAHIA GRASS AND SHALL BE 12-INCH BY 12-INCH SQUARES OR OTHER COMMERCIALLY AVAILABLE RECTANGLES. THE SOD SHALL BE SUFFICIENTLY THICK (MINIMUM THICKNESS OF 2 INCHES) TO PROVIDE A DENSE STAND OF LIVE GRASS. THE SOD SHALL HAVE BEEN GROWN ON MINERAL SOIL. SOD SHALL BE LIVE, FRESH, AND UNINJURED AT THE TIME OF PLANTING AND SHALL BE PROTECTED FROM DRYING OUT BY SHADING AND WATERING FROM THE TIME IT IS DUG UNTIL PLANTING.
4. FERTILIZER SHALL BE EITHER IN THE LIQUID OR DRY FORM. FERTILIZER SHALL BE UNIFORM IN COMPOSITION, FREE-FLOWING AND SUITABLE FOR APPLICATION WITH STANDARD EQUIPMENT. THE FERTILIZER SHALL CONFORM TO THE FLORIDA FERTILIZER LAWS IN EFFECT ON THE DATE OF IT BEING PLACED AND SHALL BE DELIVERED IN BAGS, BOTTLES, DRUMS, OR OTHER CONVENIENT CONTAINERS, EACH FULLY LABELED AND BEARING THE NAME, TRADEMARK, ANALYSIS, AND WARRANTY OF THE PRODUCT. FERTILIZER SHALL HAVE AN AVAILABLE PLANT FOOD ANALYSIS OF 10-10-10 OR EQUIVALENT PLANT FOOD VALUE AND SHALL BE MIXED WITH THE TOP 3 TO 4 INCHES OF SOIL. FERTILIZER SHALL BE APPLIED AT THE RATE OF 800 POINDS PER ACRE OR 18 POUNDS PER 1000 SQ. FT.
5. LIME SHALL BE DOLOMITIC LIMESTONE, AND SHALL BE IN ACCORDANCE WITH RULES AND REGULATIONS OF FLORIDA FERTILIZER LAW IN EFFECT ON THE DATE OF IT BEING PLACED. LIME SHALL BE APPLIED AT THE RATE OF ONE TON PER ACRE OR 45 POUNDS PER 1000 SQ. FT.
6. STAPLES FOR SOD PLACED ON SIDE SLOPES 3:1 & STEEPER SHALL BE BLACK IRON WIRE NOT SMALLER THAN 14 GAUGE, AND BENT FROM A LENGTH OF WIRE AT LEAST 25 INCHES LONG INTO A 'U' WITH A 1 INCH WIDTH AT THE CROWN. COST OF STAPLES SHALL BE INCIDENTAL TO THE SOD UNIT PRICE.
7. WATER USED FOR IRRIGATION MAY BE OBTAINED FROM ANY APPROVED SOURCE. IT SHALL BE FREE OF EXCESS AND HARMFUL CHEMICALS, ACIDS, ALKALIES, OR ANY SUBSTANCE, WHICH IS HARMFUL TO PLANT GROWTH. ALL SODDED AREAS SHALL BE MAINTAINED BY WATERING FOR A MINIMUM OF TWO WEEKS (5 TIMES PER WEEK MINIMUM).
8. WHERE SODDING WILL BE DONE, ALL LOOSE ROCK, WOODY MATERIAL, AND OTHER OBSTRUCTIONS THAT WILL INTERFERE WITH SODDING SHALL BE REMOVED AND THE AREA SHALL BE REASONABLY SMOOTH AND UNIFORM. LIME AND FERTILIZER WILL BE APPLIED IN THE SAME QUANTITY AND MANNER AS SPECIFIED BY THE MANUFACTURER.
9. THE SOD STRIPS SHALL BE LAID IN A STAGGERED PATTERN WITH SNUG EVEN JOINTS. ALL JOINTS SHALL BE BUTTED TIGHT TO PREVENT VOIDS. IMMEDIATELY FOLLOWING SOD PLACEMENT, IT SHALL BE ROLLED OR TAMPED TO INSURE SOLID CONTACT OF ROOT MAT TO SOIL SURFACE. THE SOD SHALL BE SECURELY ANCHORED TO THE SOIL BY PINNING WITH STAPLES OR WOODEN PEGS WHEN PLACED ON SLOPES 3:1 OR STEEPER. COST OF STAPLES AND PEGS SHALL BE INCIDENTAL TO THE SOD UNIT PRICE. PIN OR PEG EACH SEPARATE PIECE OF SOD PLACED OR EVERY 3 FEET ALONG EACH CONTINUOUS STRIP OF SOD.

EARTHWORK AND RELATED OPERATIONS

1. THE CONTRACTOR SHALL PROVIDE A QUALITY CONTROL PLAN FOR MONITORING OF ALL EARTHWORK AND RELATED OPERATIONS. THE QUALITY CONTROL PLAN SHALL INCLUDE AS A MINIMUM, ALL TESTS THAT WILL BE PERFORMED INCLUDING THE PROPOSED TEST FREQUENCIES, ALL MATERIAL SOURCES, THE NAME AND BACKGROUND OF THE PERSON THAT THE CONTRACTOR WILL DESIGNATE AS THE CONTRACTORS QUALITY CONTROL MANAGER, THE NAME AND QUALIFICATIONS OF THE TESTING LABORATORY THAT WILL BE PERFORMING QUALITY CONTROL TESTING AND THE NAMES AND QUALIFICATIONS OF THE TESTING LABORATORY PERSONNEL THAT WILL BE PERFORMING THE QUALITY CONTROL TESTING.
2. THE TESTING LABORATORY THAT IS RETAINED TO PERFORM THE CONTRACTOR'S QUALITY CONTROL TESTING MUST BE CERTIFIED BY A RECOGNIZED QUALIFYING AGENCY SUCH AS FDOT, CMEC OR AASHTO FOR THE TYPE OF WORK TO BE PERFORMED.
3. THE QUALITY CONTROL PLAN SHALL BE SUBMITTED TO THE ENGINEER FOR REVIEW AND APPROVAL PRIOR TO THE START OF ANY EARTHWORK OR RELATED OPERATION.
4. UTILIZATION OF MATERIALS WITHIN ANY ROADWAY CROSS SECTION SHALL BE IN ACCORDANCE WITH FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS (LATEST EDITION) UNLESS OTHERWISE SHOWN ON THE PLANS.
5. IF THE EXISTING FILL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M 145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.
6. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF EXCAVATED SOILS MEET THE REQUIREMENTS OF THE PROJECT PLANS AND SPECIFICATIONS RELATIVE TO MATERIAL CLASSIFICATION. PIPE AND STRUCTURE BACKFILL MATERIAL SHALL BE LIMITED TO MATERIAL CLASSIFIED AS A-1, A-3 AND A-2-4 IN ACCORDANCE WITH AASHTO M-145 AND SHALL BE COMPACTED IN ACCORDANCE WITH F.D.O.T. SECTION 125 REQUIREMENTS.
7. IF THE BACKFILL MATERIAL IS CLASSIFIED AS A-2-4 BASED ON AASHTO M 145 CRITERIA, THE MAXIMUM PERMISSIBLE MOISTURE CONTENT SHALL BE 2 PERCENT ABOVE THE OPTIMUM MOISTURE CONTENT.

COMPACTION

1. WHERE THERE IS EXISTING STRUCTURES ADJACENT TO THE SITE THAT MAY BE AFFECTED BY THE SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT, DENSIFICATION MUST BE PERFORMED USING EQUIPMENT THAT WILL SATISFY THE REQUIRED DENSIFICATION WITHOUT THE RISK OF DAMAGE TO THE EXISTING STRUCTURE(S).
2. LOADERS AND HEAVY PLATE COMPACTORS ARE TWO TYPES OF EQUIPMENT THAT HAVE BEEN USED SUCCESSFULLY.
3. DENSIFICATION PROCEDURES MUST COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED.
4. WHEN SELF-PROPELLED STEEL DRUM VIBRATORY EQUIPMENT CANNOT BE USED AS SPECIFIED, VIBRATORY PLATE COMPACTORS MAY BE USED. WHEN THIS CONDITION OCCURS, THE OVERALL DENSIFICATION PROCEDURE MUST BE REVISED TO COMPLY WITH THE CAPABILITY OF THE EQUIPMENT EMPLOYED. IN GENERAL, SMALL PLATE COMPACTORS WILL BE EFFECTIVE TO A MAXIMUM DEPTH OF 6 TO 8 INCHES.

SOIL RECOMMENDATION AND REQUIREMENTS

1. STRIPPING AND GRUBBING
   - DURING THE GRUBBING OPERATION, ROOTS WITH A DIAMETER GREATER THAN 1/2 INCH, OR SMALL ROOTS IN A DENSE STATE, SHOULD BE GRUBBED AND COMPLETELY REMOVED.
   - PROOF-ROLLING THE CLEARED SURFACE IS RECOMMENDED TO LOCATE ANY UNFORESEEN SOFT AREAS OR UNSUITABLE SURFACE OR LOOSE TO LOOSE FINE SAND SOILS WITHIN THE TOP 3 TO 4 FEET, AND TO PREPARE THE EXISTING SURFACE FOR THE ADDITION OF THE FILL SOILS (AS REQUIRED). ONE COVERAGE CONSISTS OF PARALLEL PASSES OF THE VIBRATORY ROLLER TRAVELING AT "WALKING SPEED." EACH PASS SHOULD OVERLAP THE PRECEDING PASS BY 30% TO INSURE COMPLETE COVERAGE. SUBSEQUENT COVERAGES SHOULD BE CONDUCTED IN A DIRECTION PERPENDICULAR TO THE PRECEDING COVERAGE. IN AREAS THAT CONTINUE TO "YIELD" REMOVE ALL DELETERIOUS MATERIAL AND REPLACE WITH A CLEAN, COMPACTED SAND BACKFILL. THE PROOF ROLLING SHOULD PRODUCE A DENSITY EQUIVALENT TO 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM DRY DENSITY VALUE FOR A DEPTH OF 2 FEET IN THE BUILDING AREA. ADDITIONAL PASSES MAY BE REQUIRED IF THESE MINIMUM DENSITY REQUIREMENTS ARE NOT ACHIEVED.
2. FILL REPLACEMENTS
   - WHERE FILL IS TO BE PLACED ON NATURAL GROUND, THE SURFACE MUST FIRST BE PREPARED AS OUTLINED ABOVE. THE FILL AT GRADE SHOULD EXTEND A MINIMUM OF FIVE FEET (5') BEYOND THE STRUCTURE OUTLINE.
   - FILL SHOULD BE A UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 12 INCHES LOOSE MEASURE AND COMPACTED AS OUTLINED ABOVE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO OBTAIN A MINIMUM OF 98% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE.
3. EXCAVATION AND BACKFILLING
   - WHERE EXCAVATION AND BACKFILLING ARE REQUIRED, THE SOILS SHOULD BE REMOVED TO THE SPECIFIED DEPTH. SUFFICIENT COMPACTIVE EFFORT MUST THEN BE APPLIED TO THE EXCAVATED SURFACE TO OBTAIN A MINIMUM OF 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE.
   - BACKFILL SHALL BE UNIFORM FREE DRAINING GRANULAR SOIL (CLEAN SAND) AND BE PLACED IN LAYERS NOT TO EXCEED 15 INCHES LOOSE MEASURE. SUFFICIENT COMPACTIVE EFFORT SHOULD BE APPLIED TO EACH LAYER TO OBTAIN A MINIMUM OF 95% OF THE MODIFIED PROCTOR (ASTM D-1557) MAXIMUM VALUE. THE EXCAVATED SURFACE AND EACH LAYER OF BACKFILL SHOULD BE COMPACTED WITH A SELF-PROPELLED STEEL DRUM VIBRATORY ROLLER HAVING A MINIMUM TOTAL APPLIED FORCE OF 10 TONS.
4. GROUNDWATER
   - HEAVY RAINFALL AND/OR A HIGH WATER TABLE MAY OCCUR BEFORE THE EARTHWORK COMMENCES, OR DURING THE EARTHWORK OPERATION. WHEN THESE CONDITIONS OCCUR AND THE SITE PREPARATION CANNOT BE ACHIEVED AS SPECIFIED, AN EXCAVATION OF THE EXISTING CONDITIONS SHOULD BE CONDUCTED AND THE SPECIFICATIONS REVISED ACCORDINGLY.
5. SUITABLE FILL MATERIAL AND THE COMPACTION OF FILL SOILS:
   - ALL FILL MATERIAL SHOULD BE FREE OF ORGANIC MATERIALS, SUCH AS ROOTS AND VEGETATION AS A GENERAL GUIDE TO AID THE CONTRACTOR, USE FILLINGS WITH 3 TO 12 PERCENT BY DRY WEIGHT OF MATERIAL PASSING THE U.S. STANDARDS NO. 200 SIEVE SIZE. WITH PROPER MOISTURE CONTROL, THESE SOILS SHOULD DENSIFY USING VIBRATORY COMPACTION METHODS. SOILS WITH MORE THAN 12% PASSING THE NO. 200 SIEVE WILL BE MORE DIFFICULT TO COMPACT.
   - ALL FILL MATERIAL SHOULD BE FREE OF ORGANIC MATERIALS, SUCH AS ROOTS AND VEGETATION AS A GENERAL GUIDE TO AID THE CONTRACTOR, USE FILLINGS WITH 3 TO 12 PERCENT BY DRY WEIGHT OF MATERIAL PASSING THE U.S. STANDARDS NO. 200 SIEVE SIZE. WITH PROPER MOISTURE CONTROL, THESE SOILS SHOULD DENSIFY USING VIBRATORY COMPACTION METHODS. SOILS WITH MORE THAN 12% PASSING THE NO. 200 SIEVE WILL BE MORE DIFFICULT TO COMPACT.
6. ALL IMPORTED FILL SHALL HAVE RADIUM 226 CONTENT LESS THAN 1.0 PCI PER GRAM.

MAINTENANCE OF TRAFFIC

1. ALL M.O.T. SHALL BE IN ACCORDANCE WITH FDOT INDEX 600 SERIES.
2. THE CONTRACTOR SHALL PREPARE A PROJECT SPECIFIC M.O.T. PLAN FOR THE PROPOSED WORK AND SUBMIT FOR REVIEW AND APPROVAL A MINIMUM OF TWO WEEKS PRIOR TO COMMENCING WORK. IMPLEMENTATION OF M.O.T. PLAN MAY NOT COMMENCE UNTIL AFTER APPROVAL IS GRANTED.

RELOCATION OF EXISTING FACILITIES

RELOCATION OF EXISTING FACILITIES SHALL CONFORM TO THE CURRENT DESIGN AND CONSTRUCTION STANDARDS OF CITY OF PORT ST LUCIE UTILITY SYSTEMS DEPARTMENT AND PUBLIC WORKS. ALL MATERIALS USED IN CONSTRUCTION SHALL BE ON THE CITY OF PORT ST LUCIE UTILITY SYSTEMS DEPARTMENT QUALIFIED PRODUCTS LIST. DESIGN FOR RELOCATION OF EXISTING FACILITIES MUST PROVIDE FOR CONTINUITY OF SERVICE TO EXISTING CUSTOMERS AS WELL AS VERIFICATION THAT THE RELOCATED FACILITIES WILL NOT CAUSE ADDITIONAL OPERATIONAL AND MAINTENANCE EXPENSE TO THE CITY OF PORT ST LUCIE.

CLEAN-UP

1. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A NEAT CONDITION AT ALL TIMES AND SHALL RESTORE/REPAIR ALL DRIVEWAYS, SIDEWALKS, UTILITIES, LANDSCAPING, IRRIGATION SYSTEMS, ETC., AFFECTED BY CONSTRUCTION ACTIVITIES.
2. THE CONTRACTOR SHALL REMOVE ALL EXCESS MATERIALS, DEBRIS, EQUIPMENT, ETC., FROM THE JOBSITE IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION OPERATIONS.
3. FOR FURTHER SITE MAINTENANCE REQUIREMENTS THE CONTRACTOR IS REFERRED TO THE "AGREEMENT BETWEEN OWNER AND CONTRACTOR.
4. UNLESS OTHERWISE SPECIFIED OR NOTED, ALL DISTURBED AREAS TO BE RESTORED BY CONTRACTOR TO PRE-CONSTRUCTION CONDITION OR BETTER PRIOR TO ACCEPTANCE BY THE CITY OF PORT ST LUCIE.

ENGINEER OF RECORD INSPECTION REQUIREMENTS
CONTRACTOR SHALL CONTACT ENGINEER OF RECORD 48 HOURS IN ADVANCE FOR FOLLOWING INSPECTIONS:

1. PRE CONSTRUCTION MEETING
2. REHABILITATION OF SHEET PILE
3. GATE REPLACEMENT / ACTUATORS
4. AS-BUILTS
5. SUBSTANTIAL COMPLETION
6. FINAL

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Phone: (772) 692-4344
Fax: (772) 692-4341

NO.	DATE
BY	REVISIONS

SCALE VERIFICATION
SOLID BAR IS EQUAL TO ONE INCH ON ORIGINAL DRAWING. ADJUST ALL SCALED DIMENSIONS ACCORDINGLY

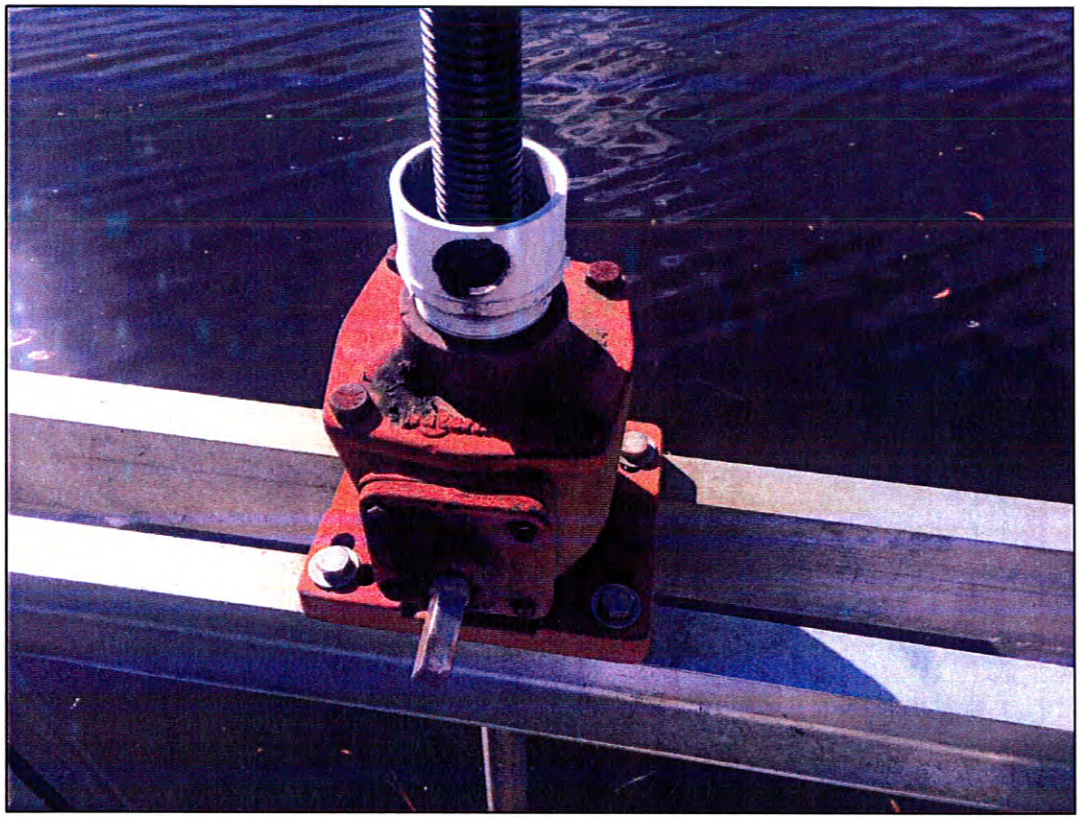
CONTROL STRUCTURE A-19
CITY OF PORT ST. LUCIE, FLORIDA
GENERAL NOTES

Joseph W. Capra, P.E.
301 N.W. Flagler Ave.
Stuart, Florida 34994
P.E. No. 37638

JOB No.: 1356.20
SHEET 10 OF 10

Picture 1: A-19 Structure

Picture 2: A-19 Structure

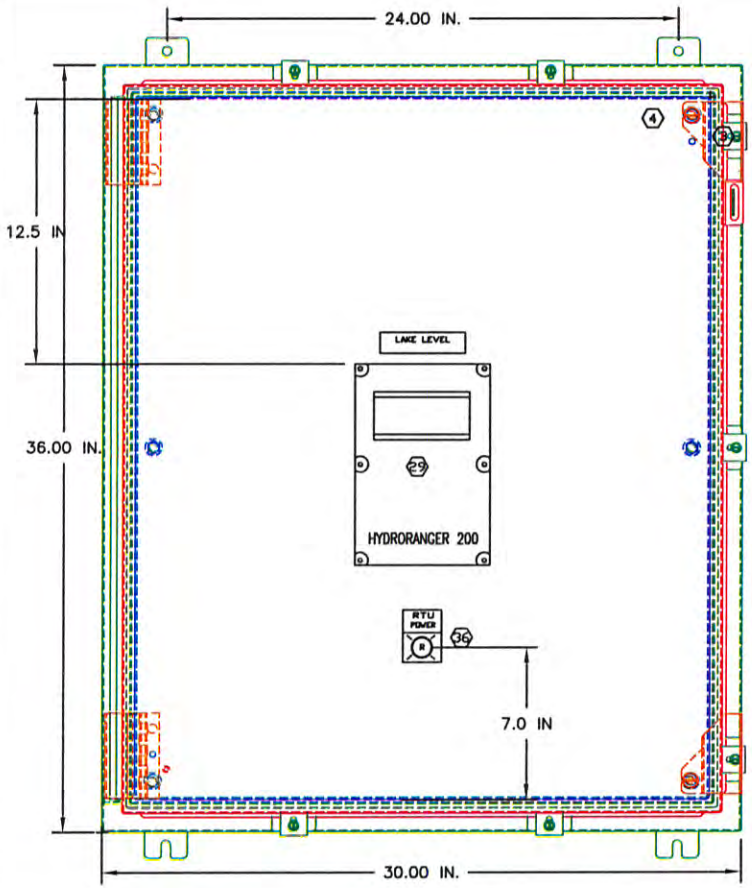


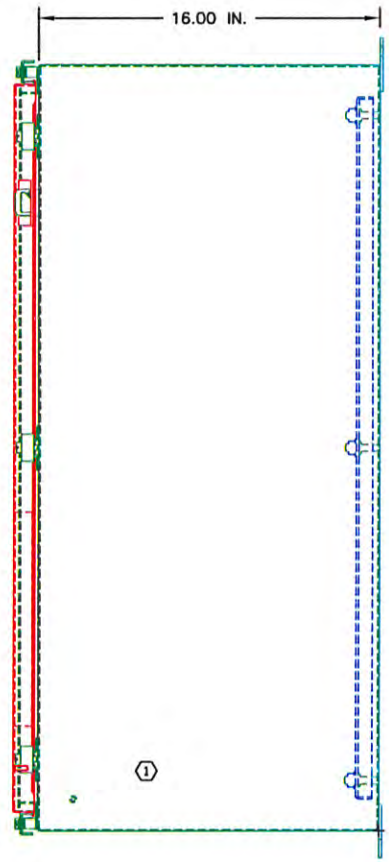
Picture 3: Existing Gate Stem

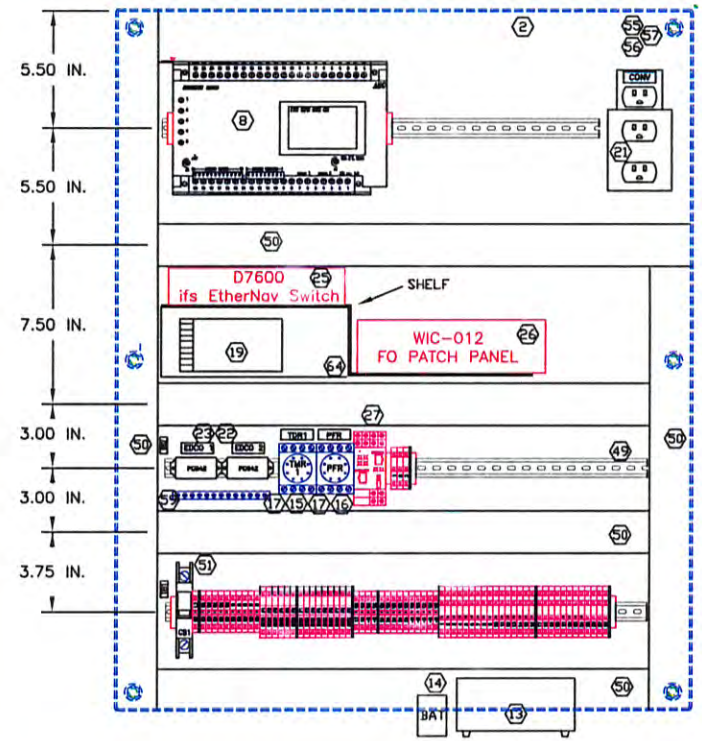
Picture 3: Existing Gate

Picture 5: Existing A-18 Sodding

Picture 6: Existing A-18 Sodding







THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.

NO	REVISION	DATE	BY
1	FOR CONSTRUCTION		
A	FOR SUBMITTAL	10/11/07	EJO

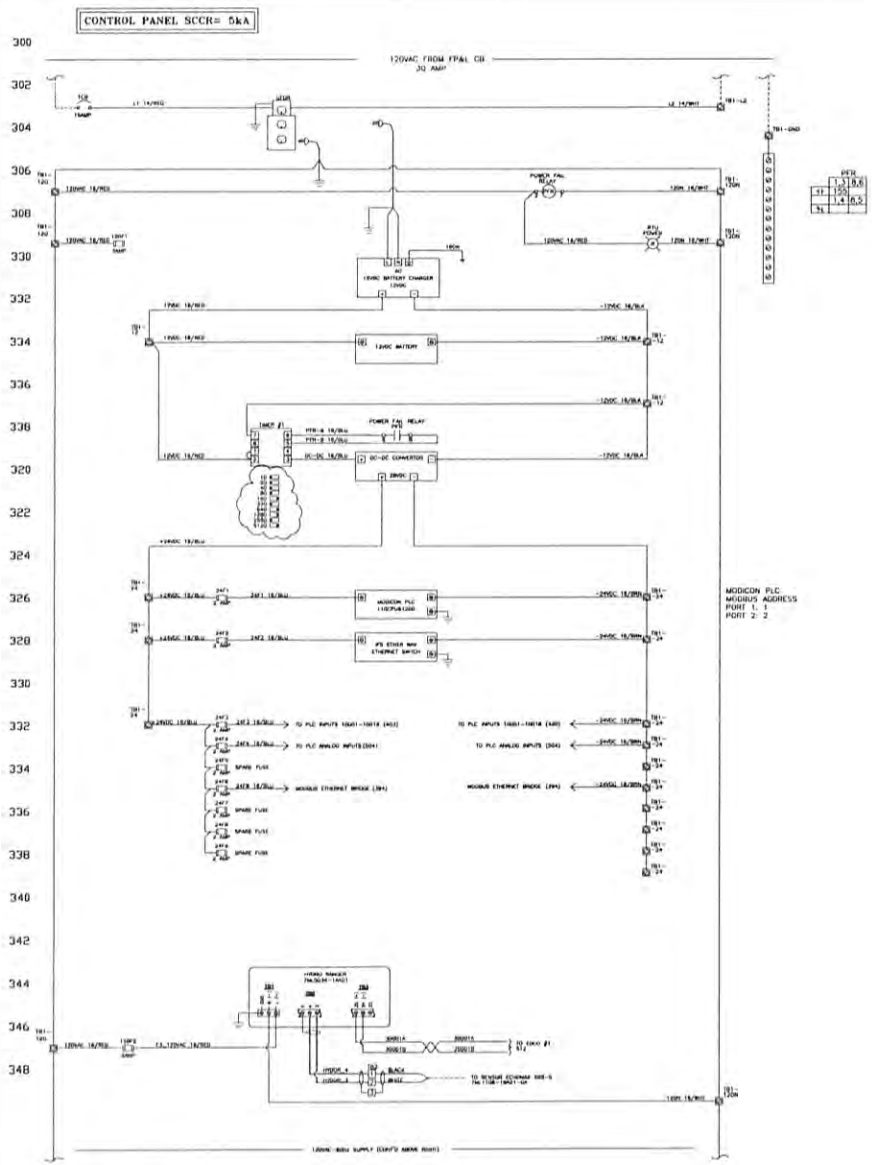
CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

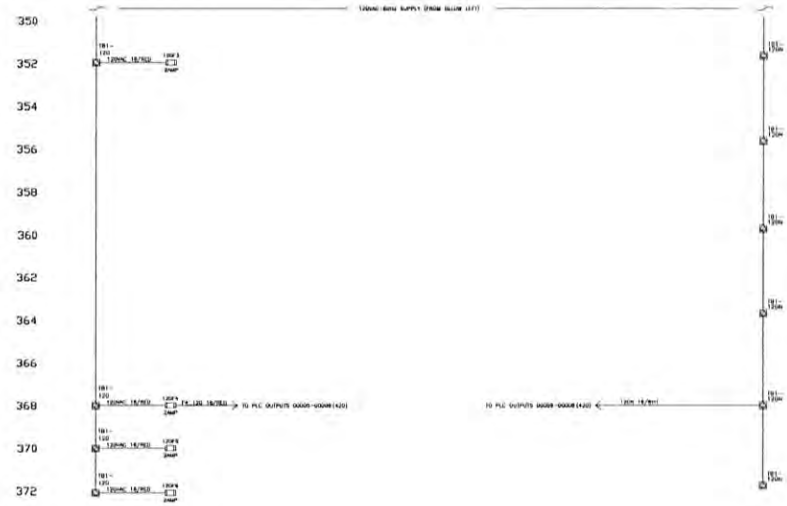
DATE	DRAWN BY	ENGINEER	SCALE
010/11/07	EJO	EJO	NONE

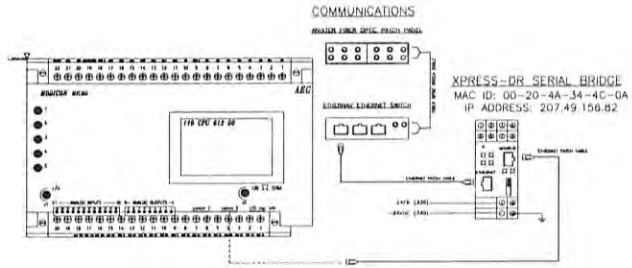
TITLE-DESCRIPTION: PORT ST. LUCIE – A-19 MONITORING REMOTE CONTROL PANEL

PROJECT – CITY OF PORT ST. LUCIE REMOTE MONITORING STATION

DRAWING NUMBER: J7xxx–002







THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.

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A	FOR SUBMITTAL	04/04/07	EJO

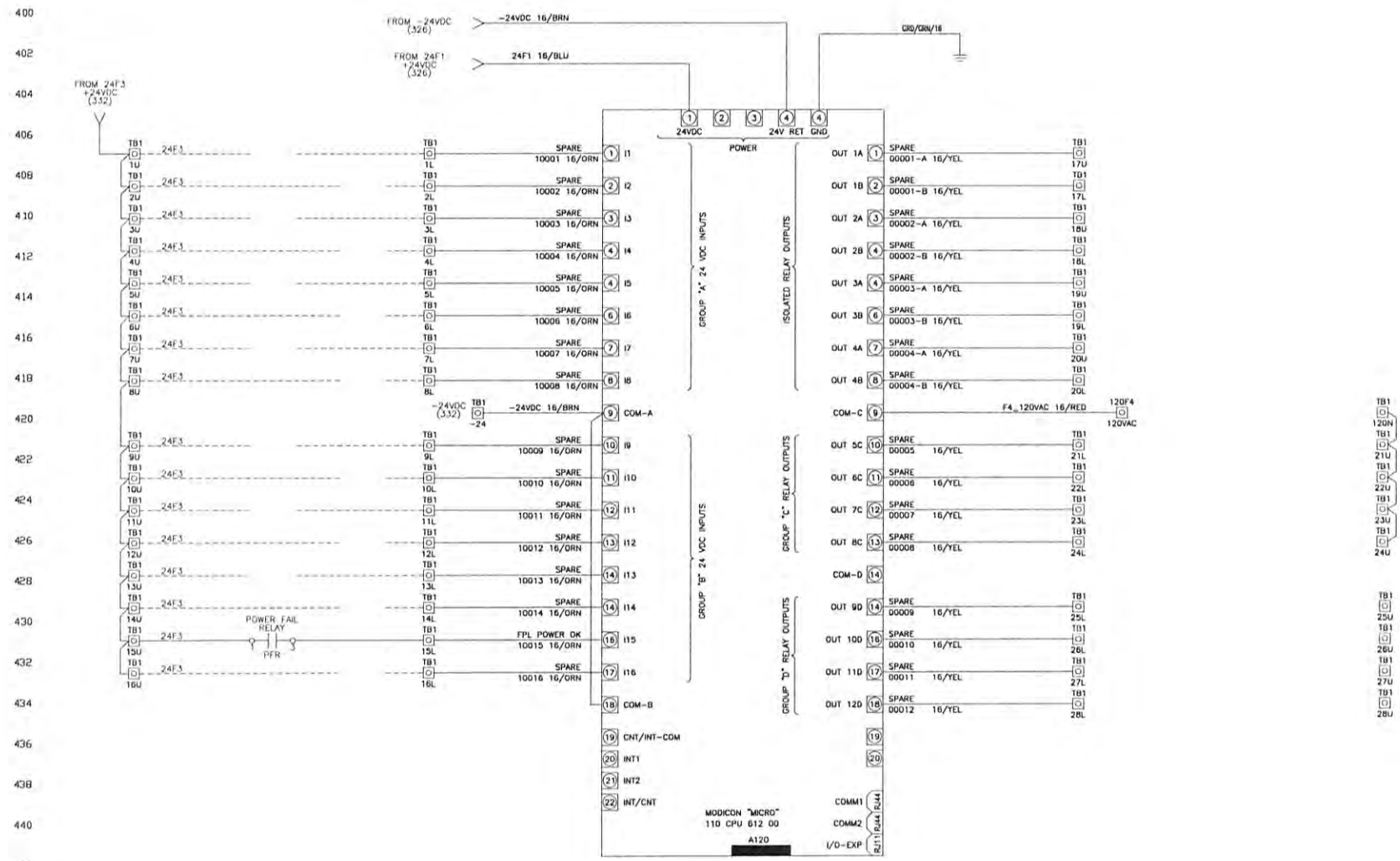
CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

DATE	DRAWN BY	ENGINEER	SCALE
04/23/08	EJO	EJO	NONE

TITLE-DESCRIPTION: PORT ST. LUCIE – A-19 MONITORING POWER DISTRIBUTION

PROJECT: CITY OF PORT ST. LUCIE REMOTE MONITORING STATION

DRAWING NUMBER: J7xxx-003



THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.

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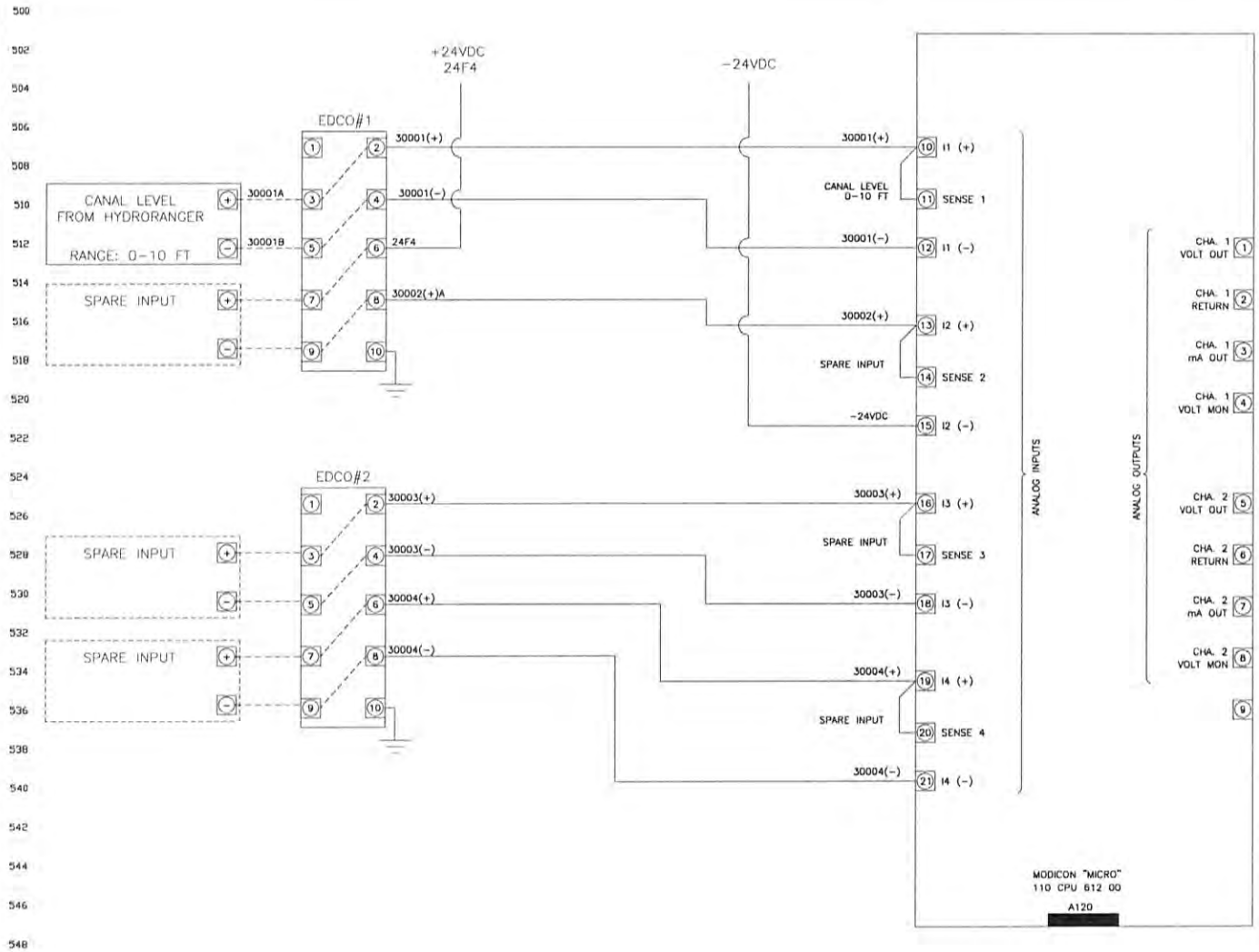
CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

DATE	DRAWN BY	ENGINEER	SCALE
4/23/08	EJO	EJO	NONE

TITLE-DESCRIPTION: PORT ST. LUCIE – A-19 MONITORING I/O DRAWING

PROJECT: CITY OF PORT ST. LUCIE REMOTE MONITORING STATION

DRAWING NUMBER: J7xxx-004



THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.

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A	FOR SUBMITTAL	10/11/07	EJO

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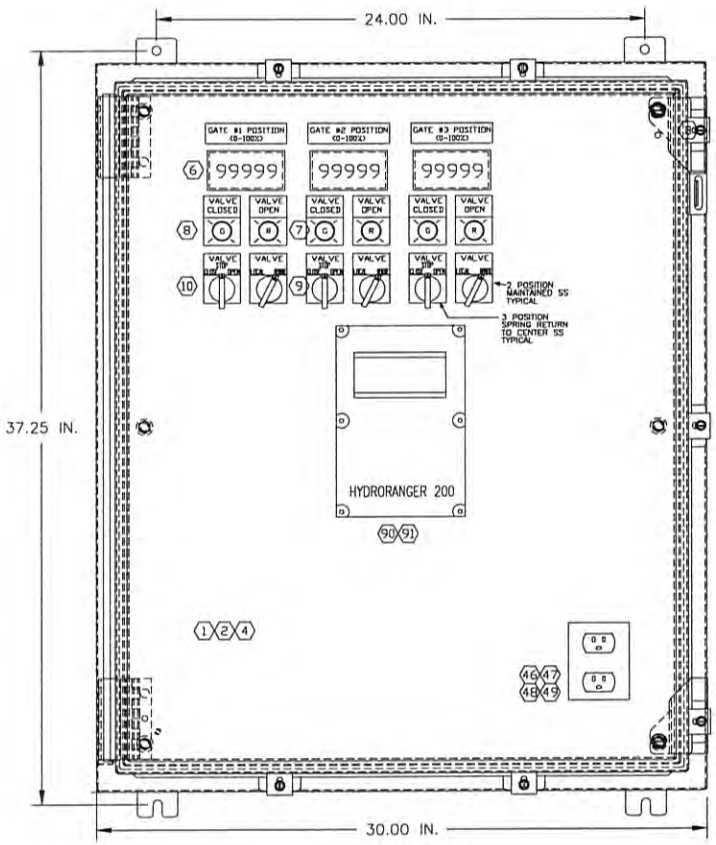
LAKELAND, FLORIDA

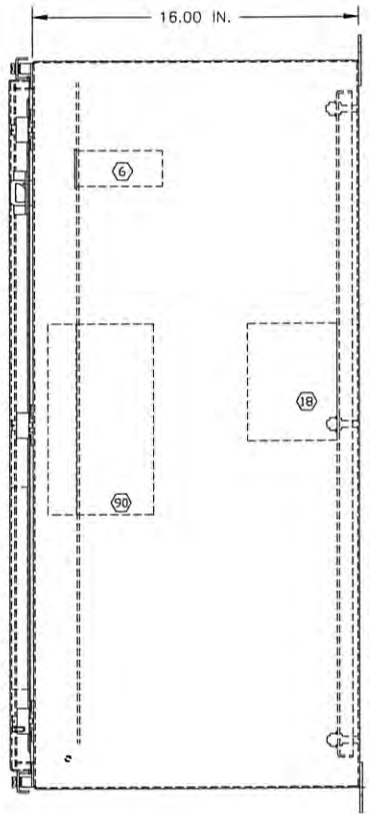
DATE	DRAWN BY	ENGINEER	SCALE
10/11/07	EJO	EJO	NONE

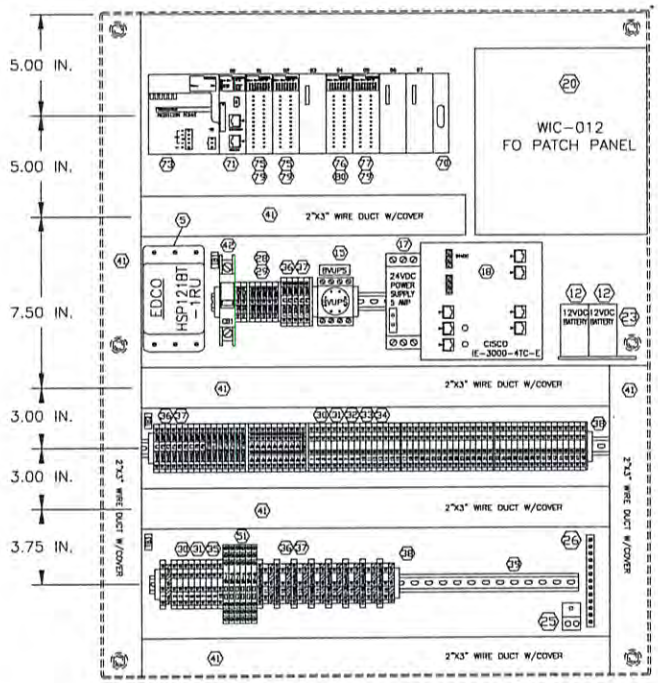
TITLE-DESCRIPTION: PORT ST. LUCIE - A-19 MONITORING ANALOG I/O DRAWING

PROJECT: CITY OF PORT ST. LUCIE REMOTE MONITORING STATION

DRAWING NUMBER: J7xxx-005







JOB #: J11-8511
ENCLOSURE NAME: RTU PANEL
DRAWING: J8511-002
ENCLOSURE UL TYPE: 4X
VOLTAGE: 120 VAC
S.C.C.R RATING: 2 KAIC RMS
FUSE NUMBER, TYPE AND SIZE: 120F1-120F5 GMA, 2 AMP
120F1-120F5 GMA, 2 AMP
24F2-24F16 GMA, 2 AMP
24F1 GMA, 3 AMP
FU100B-FU118Z GMA, 0.5 AMP
FREQUENCY: 60 Hz
FLA: 3 AMP
PHASE: SINGLE
REC. TORQUE-TERMINAL BLOCKS: 4.4-7.1 LB.-IN.

NOTES:
1. REFER TO DWG -001 FOR BILL OF MATERIAL.

NO.:	REVISION:	DATE:	APVD BY:
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01	SUBMITTAL	10/22/11	

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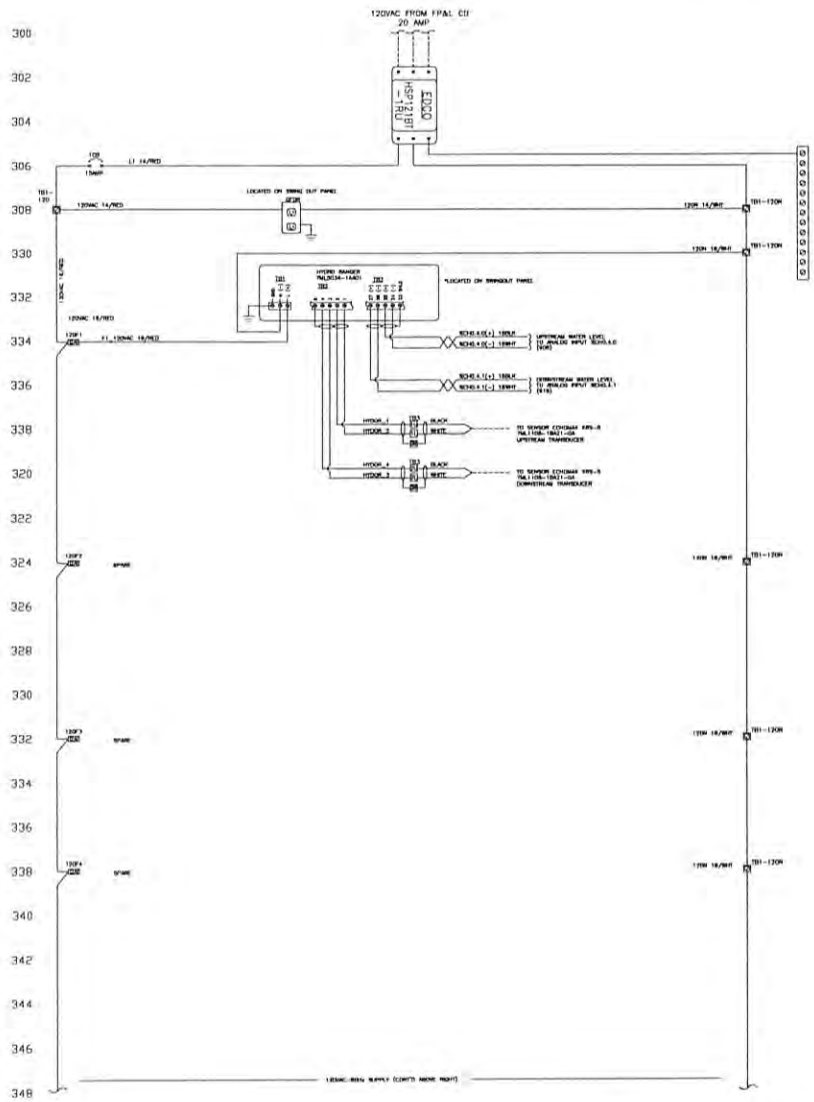
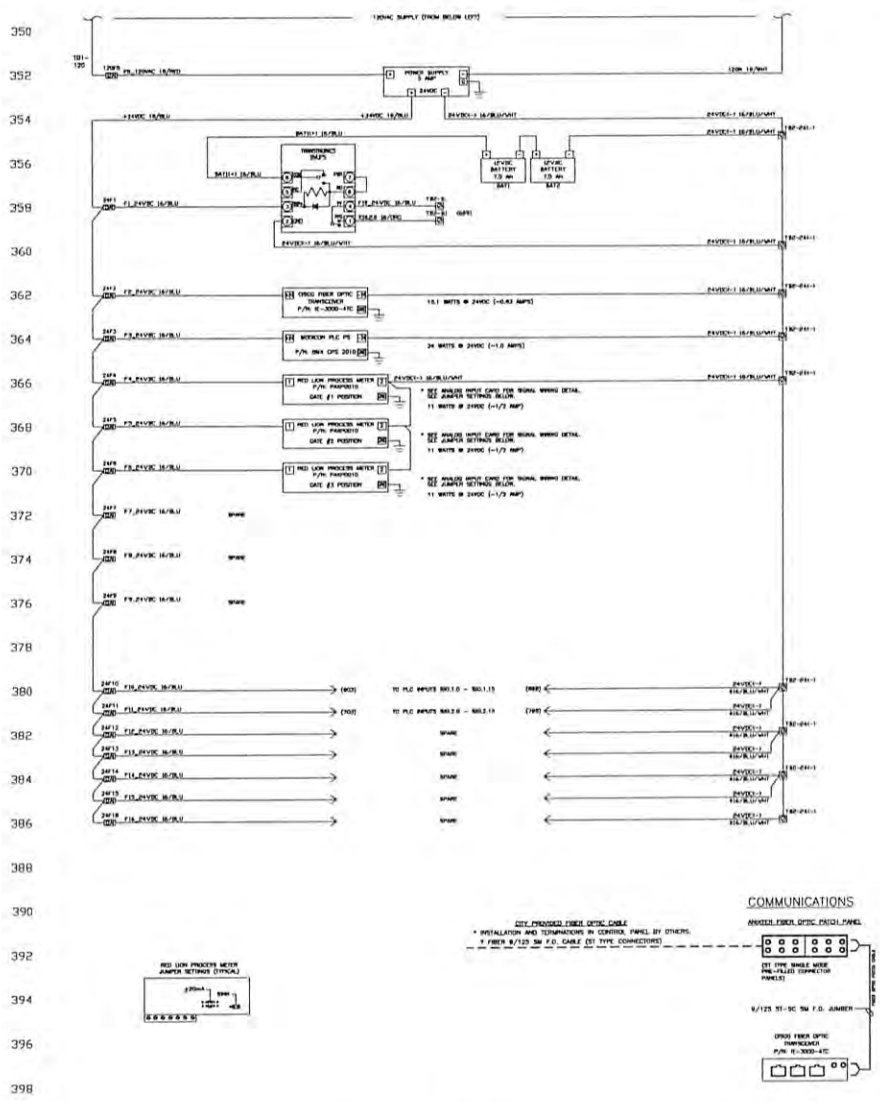
PROJECT: PORT ST. LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: PANEL LAYOUT

JOB-NO.:	SCALE
J11-8511	N.T.S.
DATE: 10/22/11	DRAWN BY: EJO
ENGINEER: EJO	
DRAWING-NO.: J8511-3C	

THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.





THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.

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01	SUBMITTAL	10/22/11	

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PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: POWER DISTRIBUTION

JOB-NO.:	SCALE:
J11-8511	N.T.S.
DATE: 10/22/11	DRAWN BY: EJO / ENGINEER: EJO
DRAWING-NO.: J8511-3C	

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SPARE SHEET

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THE MATERIALS USED AND THE METHODS OF CONSTRUCTION CONFORM TO THE REQUIREMENTS OF UNDERWRITER'S LABORATORIES STANDARD UL-508A FOR INDUSTRIAL CONTROL PANELS.

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PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: SPARE SHEET

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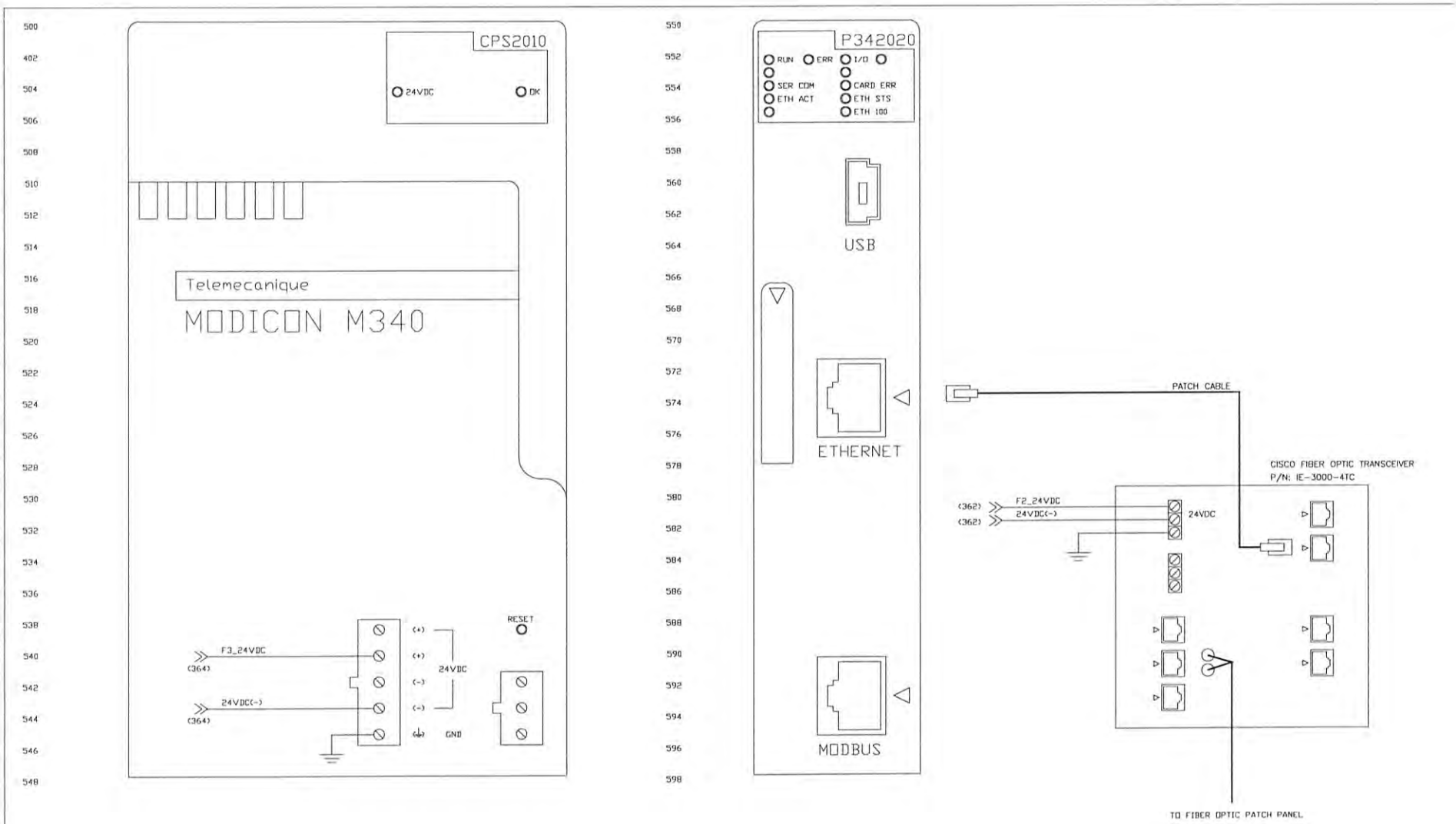
SCALE: N.T.S.
DATE: 10/22/11
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: J8511-3C



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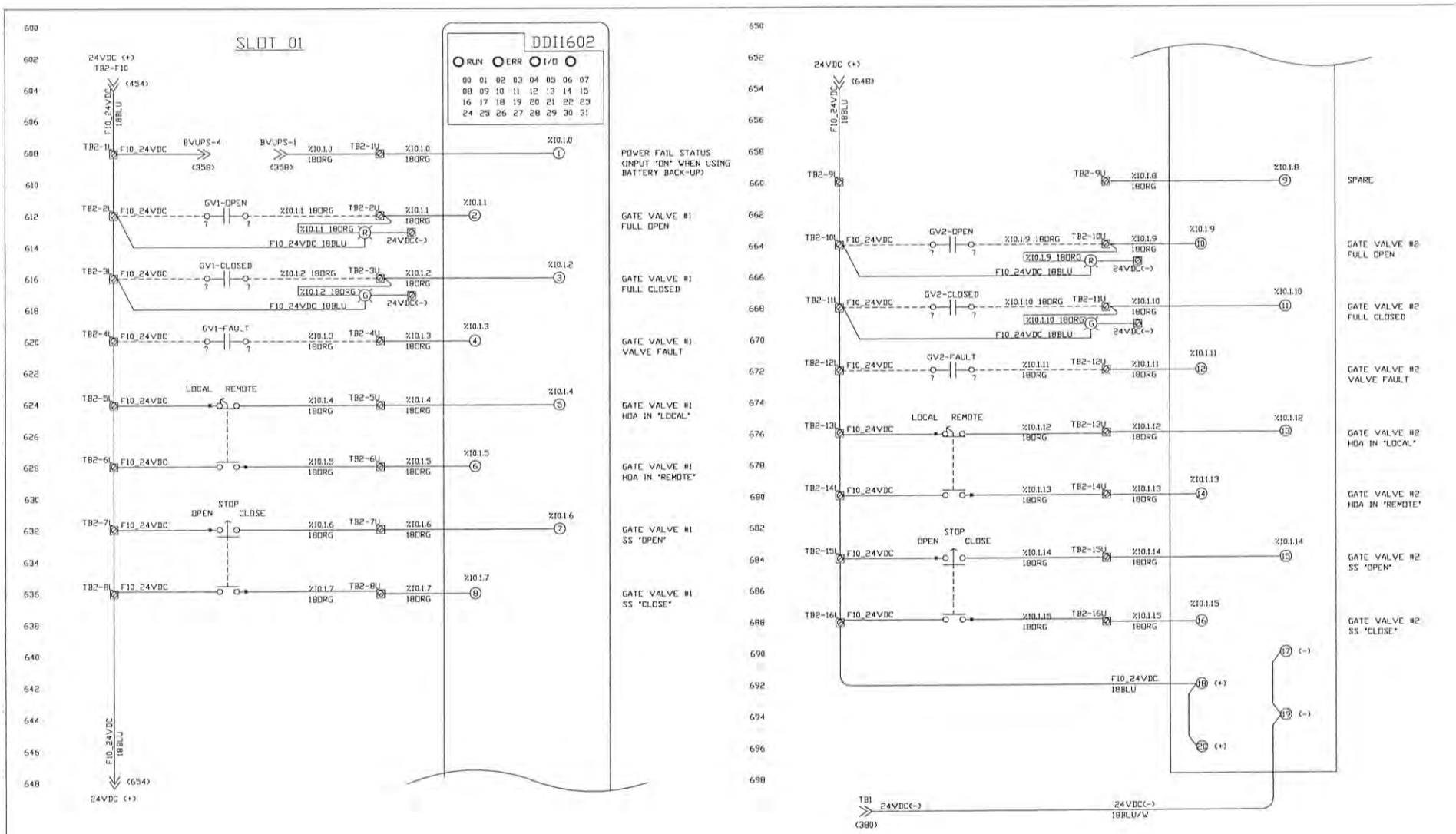
PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: PLC POWER SUPPLY, PROCESSOR & COMMUNICATION MODULE

JOB-NO.:	J11-8511	SCALE: N.T.S.
DATE: 10/22/11	DRAWN BY: EJO	ENGINEER: EJO
DRAWING-NO.:	J8511-30	



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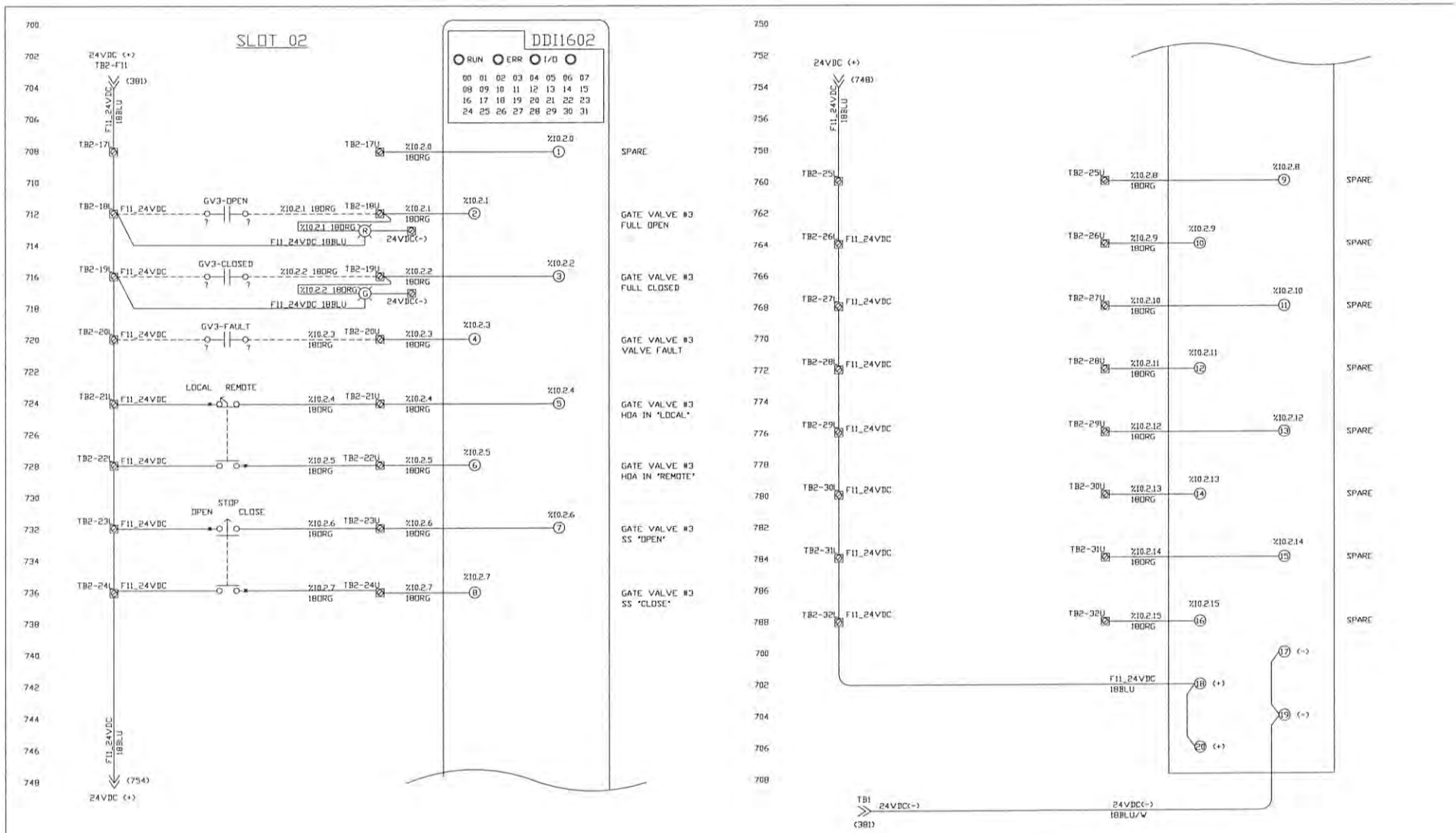
PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: PLC SLOT 01 24VDC DIGITAL INPUT MODULE

JOB-NO.: J11-8511		SCALE N.T.S.
DATE: 10/22/11	DRAWN BY: EJO	ENGINEER: EJO
DRAWING-NO.: J8511-3C		



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CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: PLC SLOT 02 24VDC DIGITAL INPUT MODULE

JOB-NO.: J11-8511
SCALE: N.T.S.
DATE: 10/22/11
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: J8511-30

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SLOT 03

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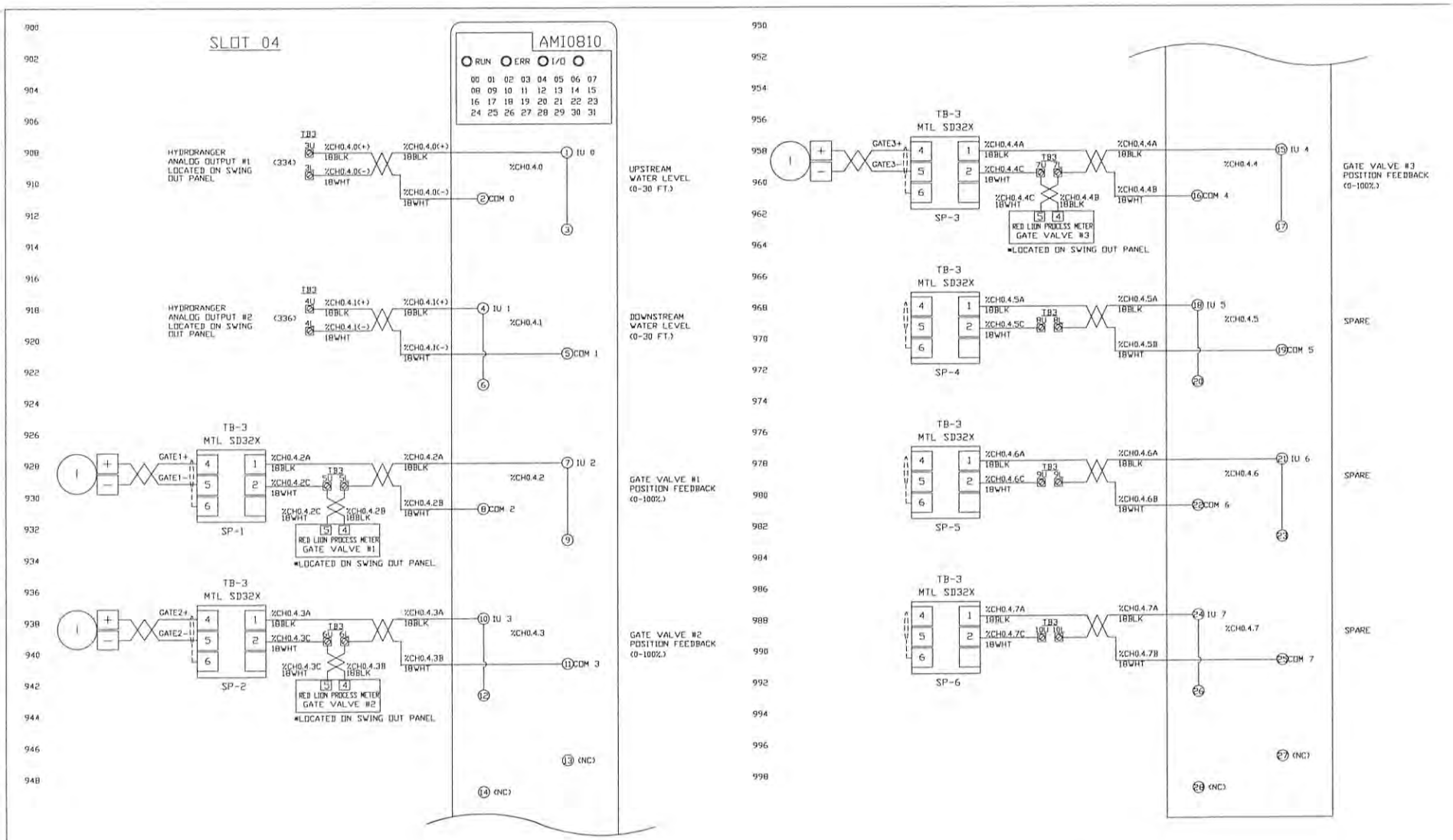
LAKELAND, FLORIDA

PROJECT:
PORT ST LUCIE
STORM WATER MONITORING

PAGE DESCRIPTION:
PLC SLOT 03
SPARE SLOT

JOB-NO.: J11-8511
SCALE: N.T.S.
DATE: 10/22/11
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: J8511-3C



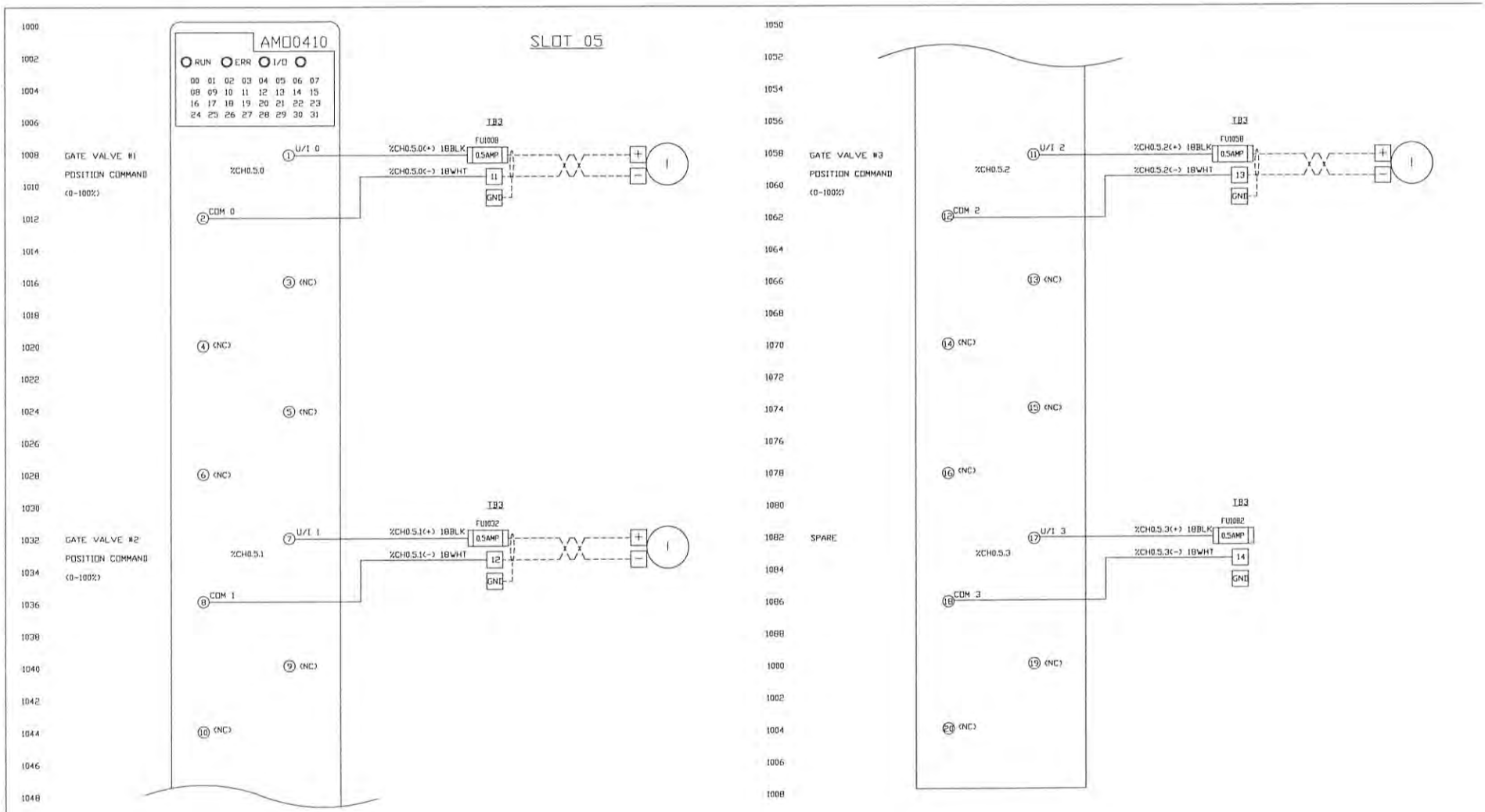
NOTES:

NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	10/22/11	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: PLC SLOT 04 8CH. ANALOG INPUT MODULE

JOB-NO.: J11-8511
SCALE: N.T.S.
DATE: 10/22/11
DRAWN BY: EJO
ENGINEER: EJO
DRAWING-NO.: J8511-30



NOTES:

NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	10/22/11	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

PROJECT: PORT ST LUCIE STORM WATER MONITORING
PAGE DESCRIPTION: PLC SLOT 05 4CH. ANALOG OUTPUT MODULE

JOB-NO.: J11-8511		SCALE N.T.S.
DATE: 10/22/11	DRAWN BY: EJO	ENGINEER: EJO
DRAWING-NO.: J8511-31		

1100 1150

SLOT 06

1102 1152

1104 1154

1106 1156

1108 1158

1110 1160

1112 1162

1114 1164

1116 1166

1118 1168

1120 1170

1122 1172

1124 1174

1126 1176

1128 1178

1130 1180

1132 1182

1134 1184

1136 1186

1138 1188

1140 1100

1142 1102

1144 1104

1146 1106

1148 1108

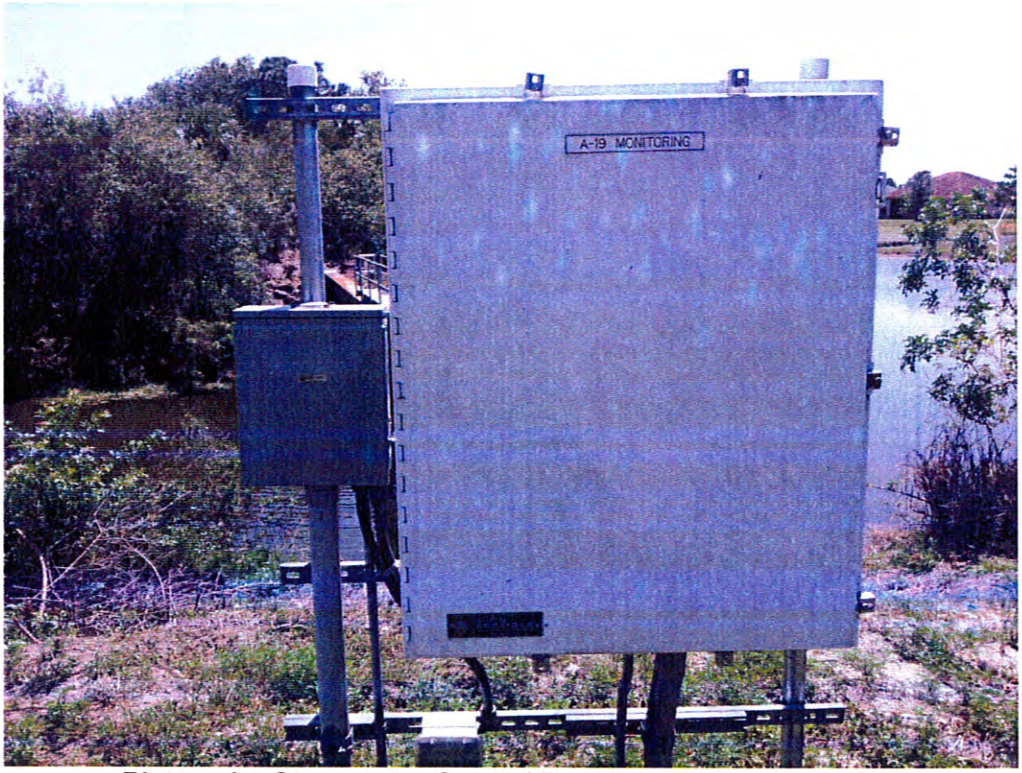
NOTES:

NO.:	REVISION:	DATE:	APVD BY:
01	AS BUILT		
01	SUBMITTAL	10/22/11	

CURRY CONTROLS COMPANY
LAKELAND, FLORIDA

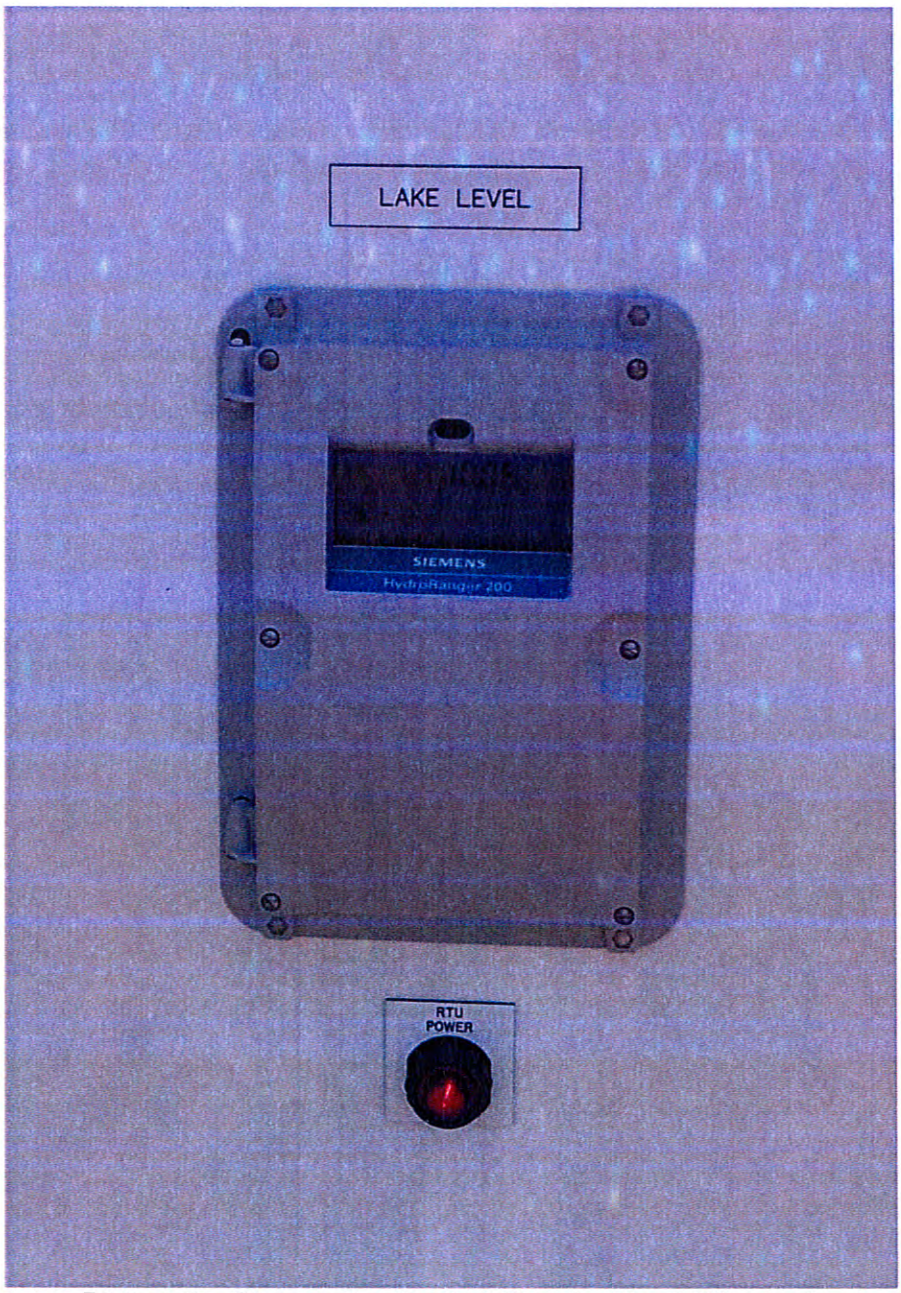
PROJECT:
PORT ST LUCIE
STORM WATER MONITORING
PAGE DESCRIPTION:
PLC SLOT 06
SPARE SLOT

JOB-NO.:	SCALE
J11-8511	N.T.S.
DATE: 10/22/11	DRAWN BY: EJO
ENGINEER: EJO	
DRAWING-NO.: J8511-31	

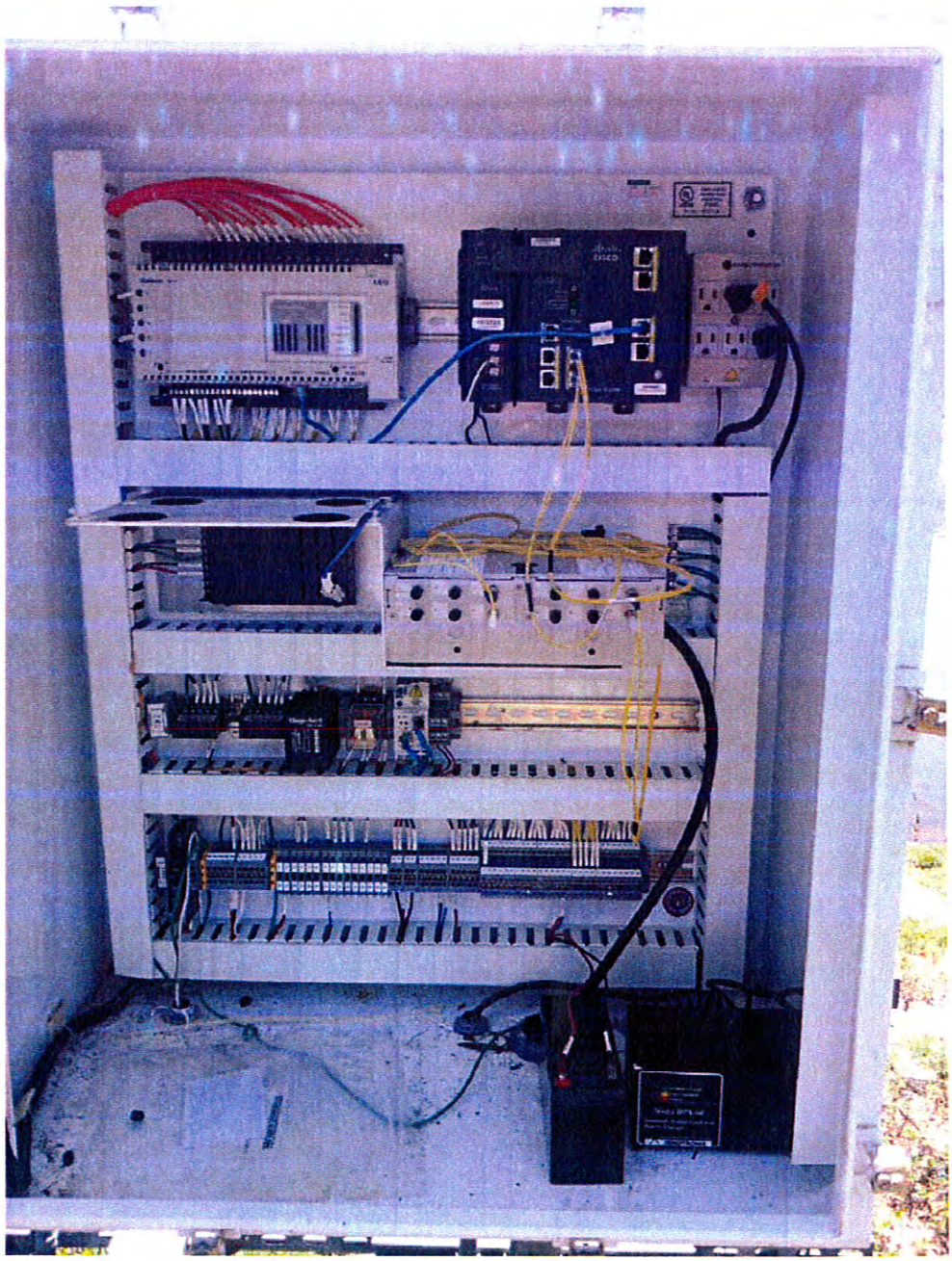


Picture 1 – Stormwater Control Panel – Exterior Enclosure

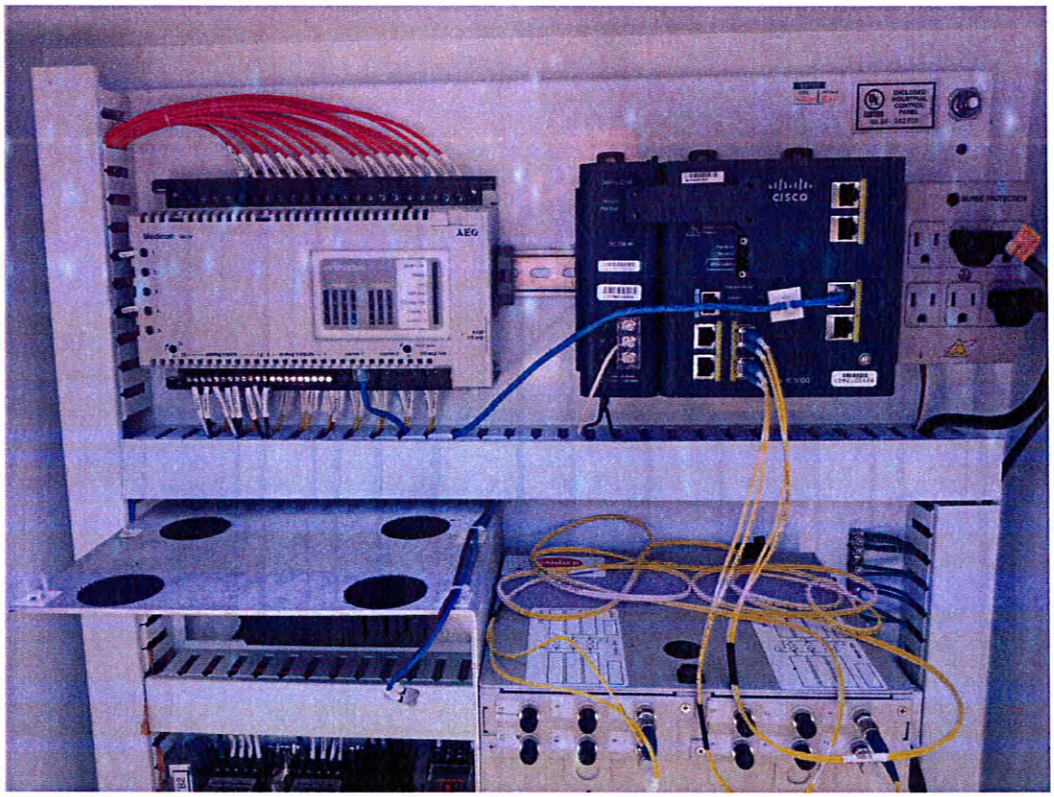
Picture 2 – Stormwater Control Panel – Front



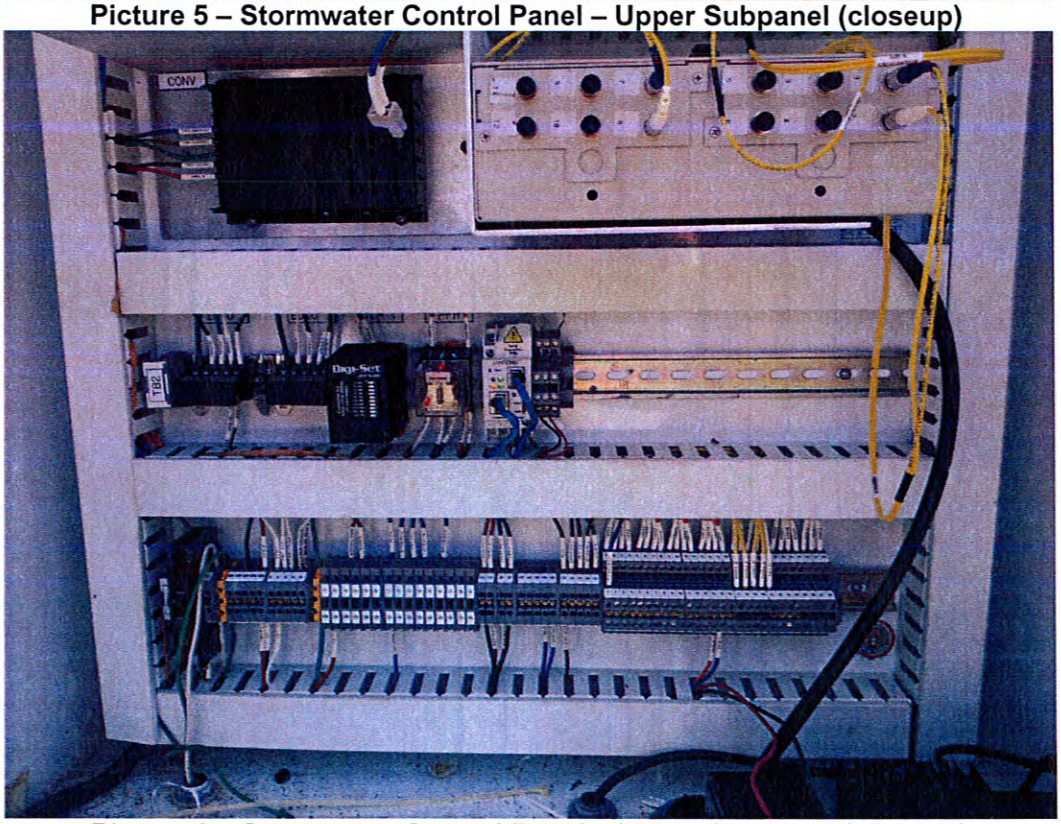
Picture 3 – Stormwater Control Panel – Front (Closeup)



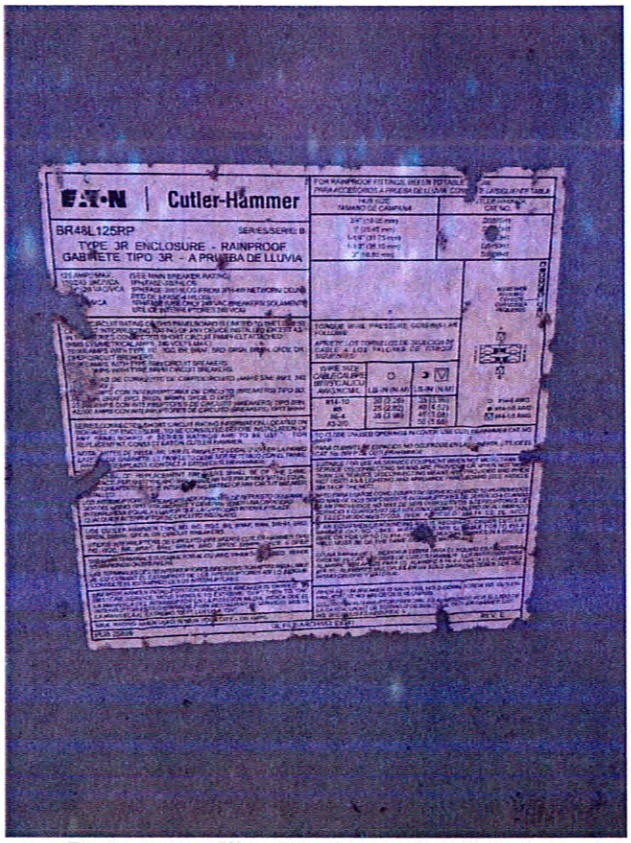
Picture 4 – Stormwater Control Sub Panel



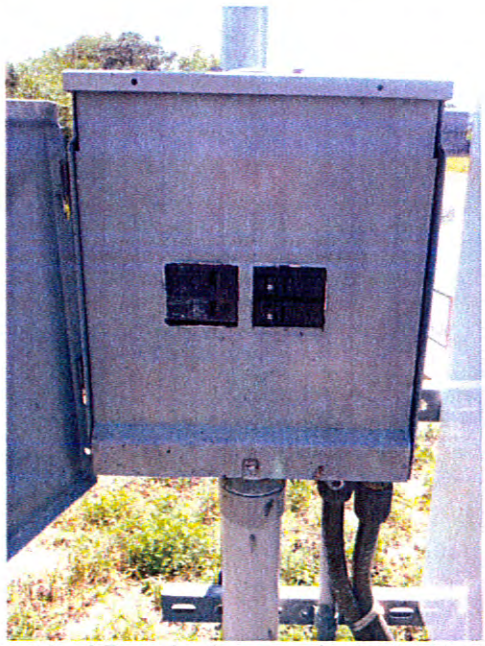
Picture 5 – Stormwater Control Panel – Upper Subpanel (closeup)



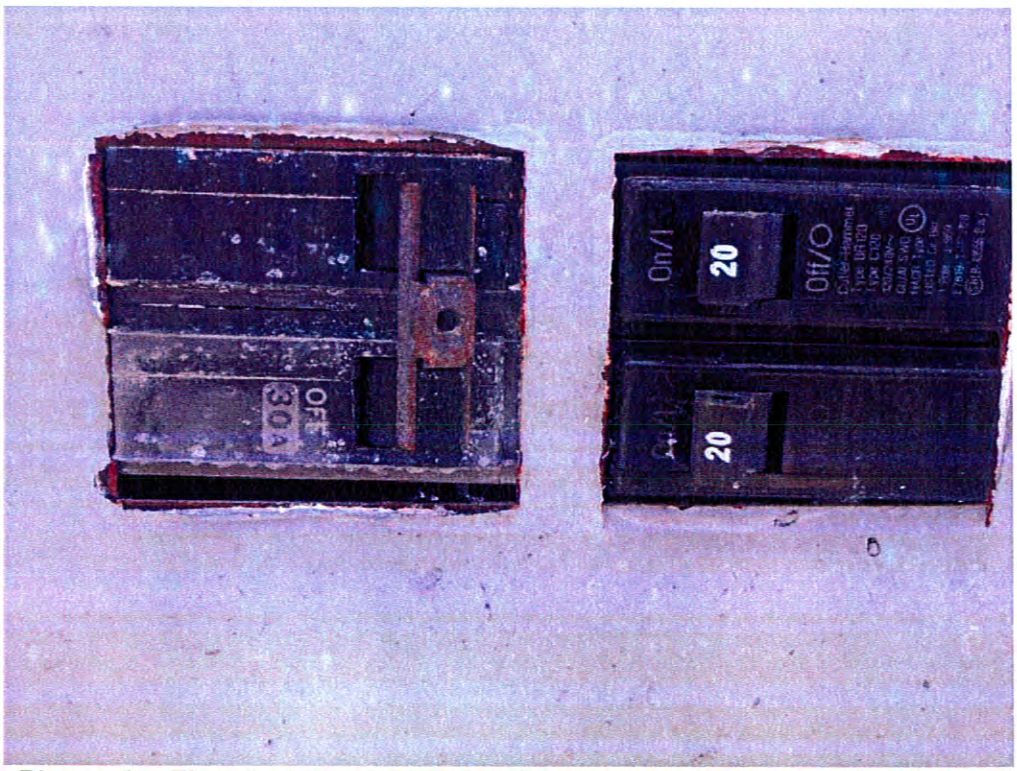
Picture 6 – Stormwater Control Panel – Lower Subpanel (closeup)



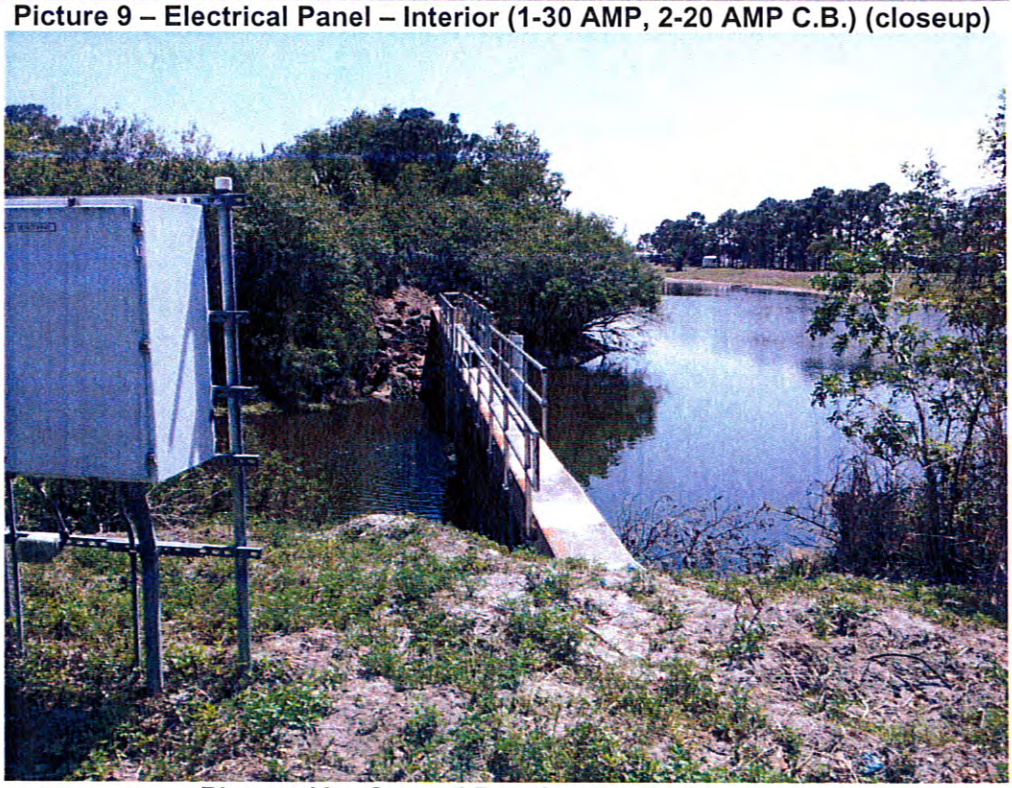
Picture 7 – Electrical Panel – Exterior



Picture 8 – Electrical Panel – Interior (1-30 AMP, 2-20 AMP C.B.)



Picture 9 – Electrical Panel – Interior (1-30 AMP, 2-20 AMP C.B.) (closeup)

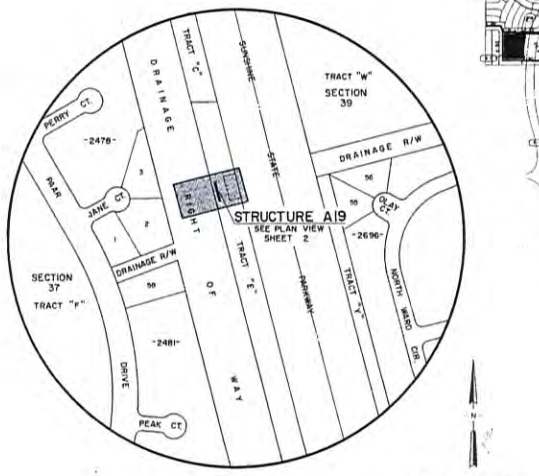


Picture 10 – Control Panel and A-19 Structure

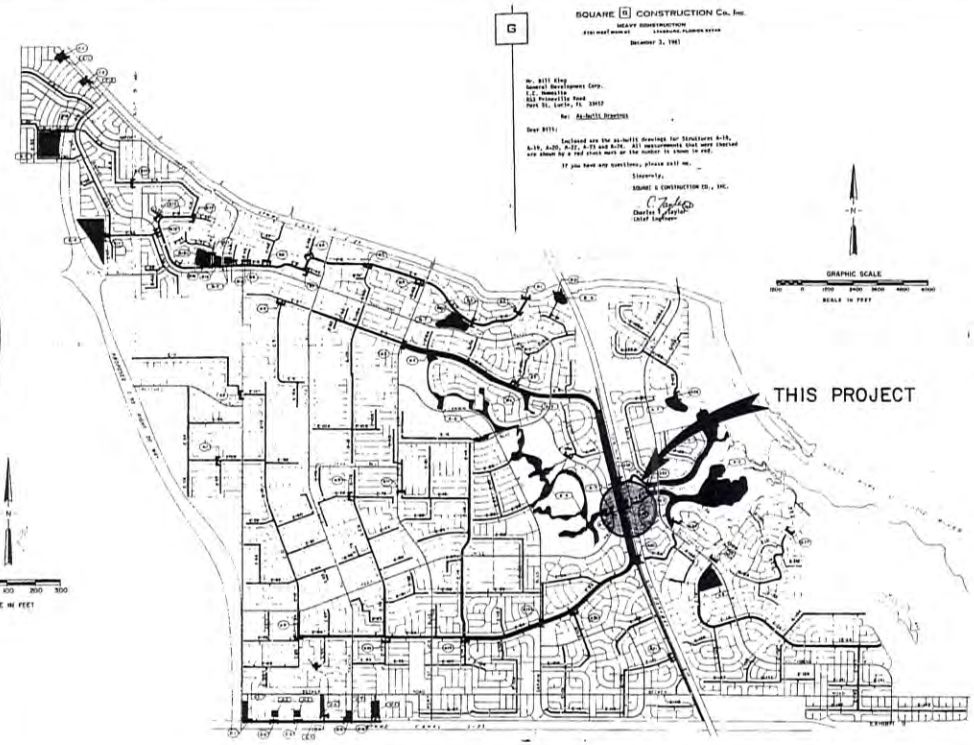
Picture 11 – Control Panel and A-19 Structure (Downstream)

Picture 12 – A-19 Structure (Upstream)

Picture 10 – Hydroranger 200 Level Sensor in stilling basin (Upstream)



STRUCTURE LOCATION



LOCATION MAP

ESTIMATED QUANTITIES			
NO.	ITEM	UNIT	QUANTITY
1.	SITE PREPARATION	L.S.	1
2.	PZ-27 SHEET PILE	L.F.	2516
3.	2'-0" X 1'-8" CONC. CAP	L.F.	1515
4.	MISC, STRUCT. STEEL, GAGES, ETC.	L.S.	1
5.	RIP - RAP	C.Y.	40
6.	SOLID SOD	S.Y.	430
7.	FLASHBOARDS 3" X 8 1/4" X 7'-8"	E.A.	18
	EARTHWORK	C.Y.	1000
	(Included in Site Prep.)		

GENERAL NOTES

1. ELEVATIONS SHOWN ON THESE DRAWINGS REFER TO U.S.C.& G.S. MEAN SEA LEVAL DATUM.
2. BENCH MARK _____ @ ELEV. _____ LOCATED @ _____
3. QUANTITIES SHOWN THIS SHEET ARE ESTIMATES ONLY AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ACCURACY OF SAME.
4. DESIGN OVERLAPPING LIMITS OF WORK IS FOR INFORMATIONAL PURPOSES ONLY.
5. SOLID SOD WITHIN LIMITS OF WORK AS NOTED BELOW AND PEG AS REQUIRED
   A) BANKS - FROM BOTTOM OF BANK OR PERMANENT POOL ELEVATION TO TOP OF BANK.
   B) THE FIRST FIVE FEET OF THE TOP OF BANK.
   C) AS MAY BE NOTED ELSEWHERE IN THESE DRAWINGS.

LEGEND

A3	STRUCTURE NUMBER
E-5	POND NUMBER
E-6	CONVEYANCE SYSTEM NUMBER
	WATER CONTROL STRUCTURE
	BORING
--7--	EXISTING CONTOUR
—7—	PROPOSED CONTOUR
	RIGHT OF WAY
	CENTER LINE
	EXISTING ROADWAY
	FUTURE ROADWAY
	LIMIT OF WORK

TABLE OF CONTENTS

TITLE	SHEET NO.
COVER SHEET	1
SITE WORK & BORINGS	2
STRUCTURAL DETAILS	3 & 4
WEIR DISCHARGE CALIBRATIONS AND MISCELLANEOUS DETAILS	5

FOR CONSTRUCTION
DATE 3/5/81

water control structure

Southwest Port St. Lucie

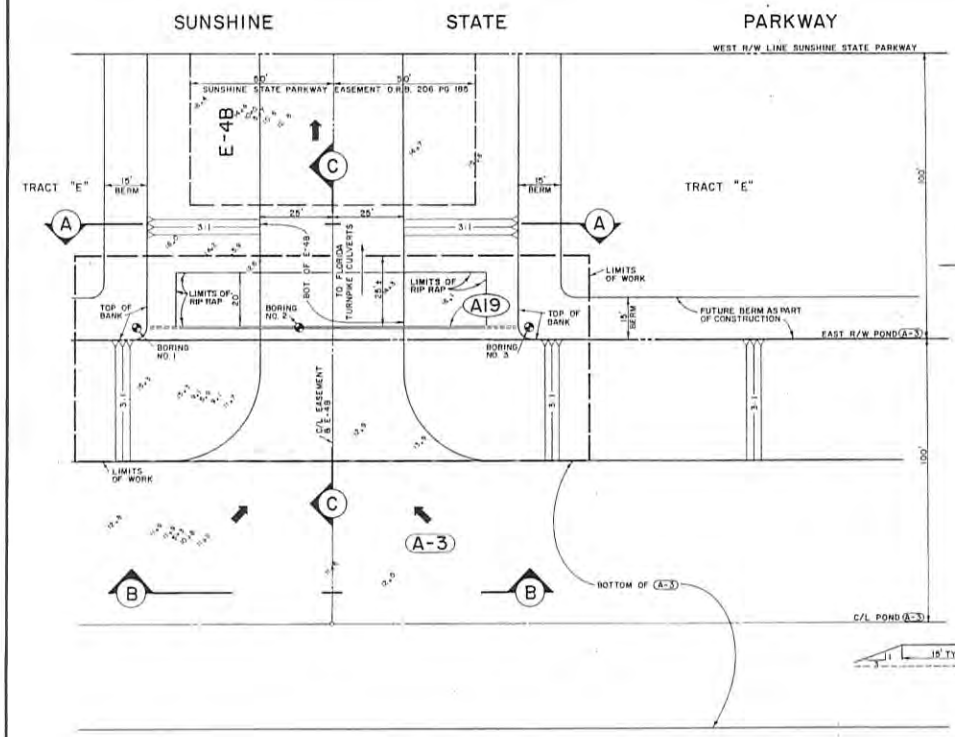
a 19

AS BUILT
RECEIVED
DEC 17 1981
EAST COAST ENGINEERING

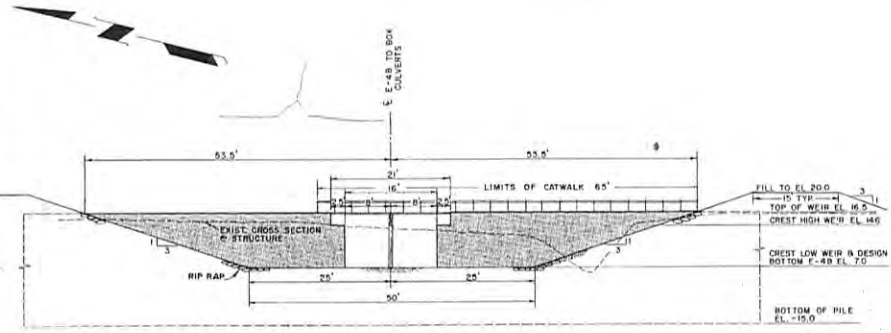
2-3

General Development Corporation
1111 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33131

PREPARED BY
CAS engineering inc.
260 Palermo Avenue, Coral Gables, Florida 33134

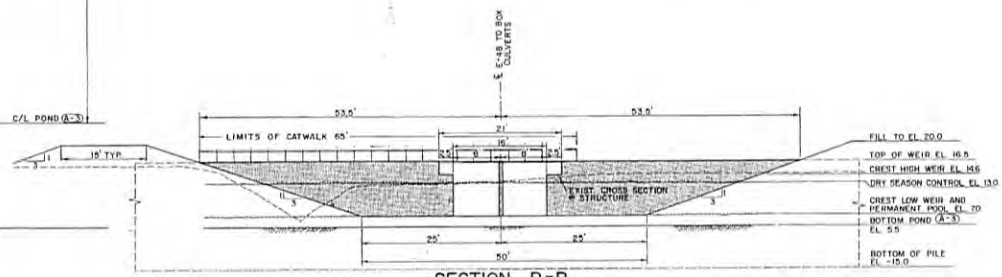


PLAN
SCALE: 1" = 20'

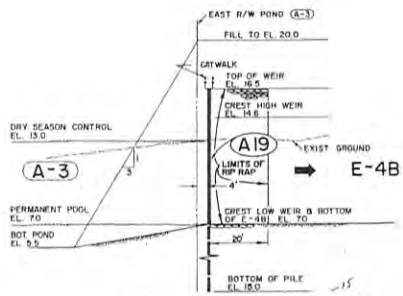


SECTION A-A
SCALE: 1" = 10'

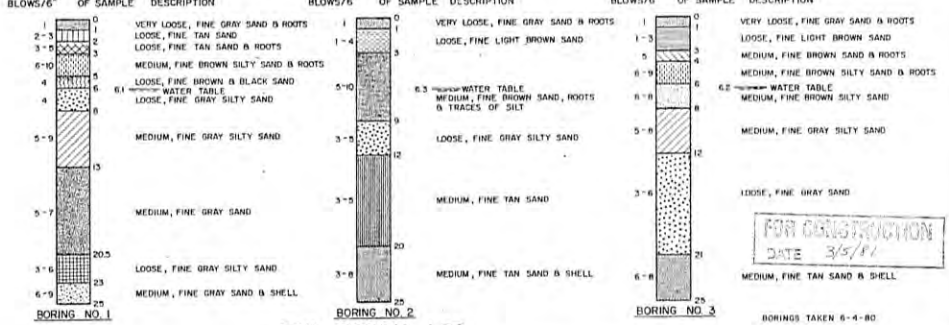
NOTE: RIP RAP DOWNSTREAM FACE OF STRUCTURE 20' x 110'



SECTION B-B
SCALE: 1" = 10'



SECTION C-C
SCALE: HOR. 1" = 20' VER. 1" = 4'



SOIL BORING LOG

FOR CONSTRUCTION
DATE 3/5/81

BORINGS TAKEN 6-4-80

REVISIONS			
no	date	by	description

APPROVED BY
Nicolas A. Martin-Hidalgo
NICOLAS A. MARTIN-HIDALGO
Registered Engineer No. 20535
State of Florida

drawn PL
checked PN
approved PN
date NOV/80
project no 8005

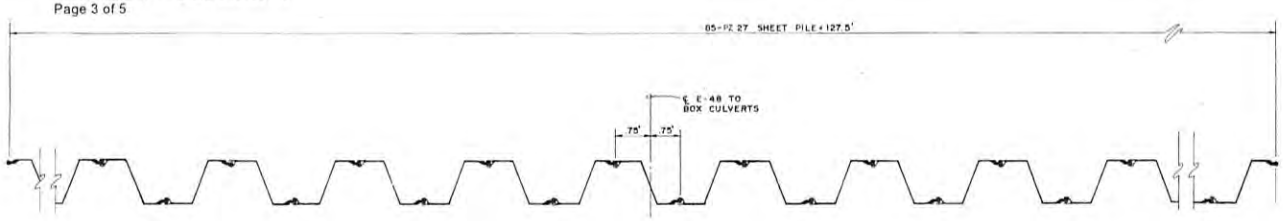
SOUTHWEST PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

CCS engineering inc.

SITE WORK & BORINGS
STRUCTURE A19
AS BUILT

SCALE - AS SHOWN

SH. NO. 2 of 5



GENERAL NOTES & SPECIFICATIONS

1- FOR WEIR LOCATION AND GROUND ELEVATIONS SEE SHEET 2

2- SHEET PILING SHALL BE PZ 27 (ASTM A572 GRADE 45)

3- ALL REINFORCING STEEL SHALL BE GRADE 60

4- PROVIDE CONSTRUCTION JOINTS @ 20' INTERVALS ON PILE CAPS.

5- CLASS I CONCRETE SHALL BE USED FOR CONCRETE CAP WITH 28 DAY COMPRESSIVE STRESS (f'c) = 3000 PSI MIN. CONFORMING TO AASHTO 1973 SPECIFICATIONS

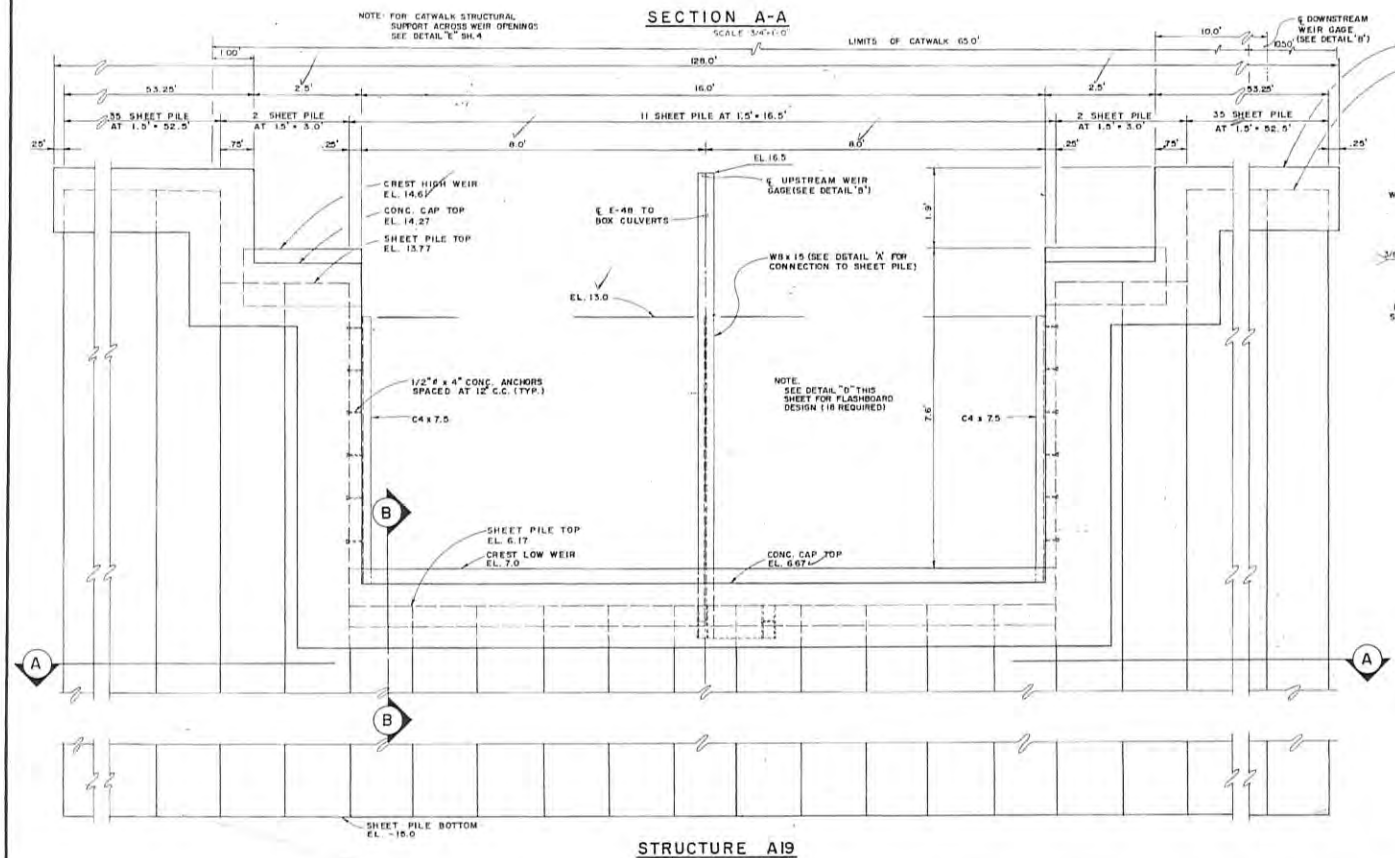
6- ALL STRUCTURAL STEEL SHALL BE GALVANIZED ASTM A36

7- FOR WEIR GAGE LENGTH AND LOCATION SEE SHEET 4

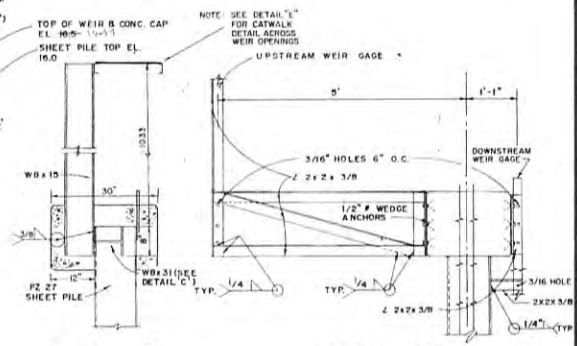
8- PROVIDE ONE COAT OF RUST INHIBITING PAINT (ZINC-RICH PRIMER) ON SHEET PILING.

9- FLASHBOARDS ARE TO BE CONSTRUCTED OF PRESS TREAT SOUTHERN PINE. FINISHED DIMENSIONS SHOWN.

SECTION A-A
SCALE 3/4"=1'-0"



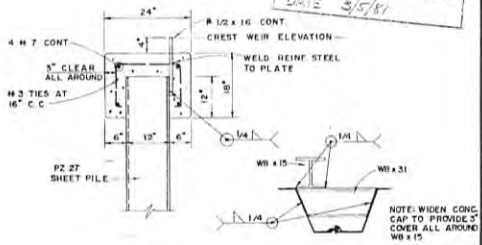
STRUCTURE A19
SCALE 3/4"=1'-0"



DETAIL 'A'
SCALE 3/4"=1'-0"

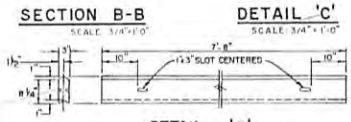
DETAIL 'B'
SCALE 3/4"=1'-0"

FOR CONSTRUCTION
DATE 3/5/81



SECTION B-B
SCALE 3/4"=1'-0"

DETAIL 'C'
SCALE 3/4"=1'-0"



DETAIL 'D'
SCALE 3/4"=1'-0"

REVISIONS			
no	date	by	description

APPROVED BY
Nicolas A Martin-Hidalgo
NICOLAS A. MARTIN-HIDALGO
Registered Engineer No. 20535
State of Florida

Drawn PZ
checked PM
approved PM
date Nov/80
project no 8005

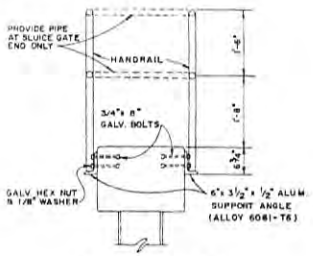
SOUTHWEST PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

cas engineering inc.

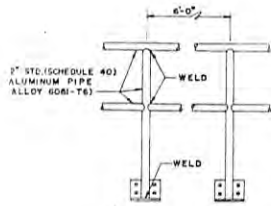
STRUCTURE A-19
STRUCTURAL DETAILS
AS BUILT

SCALE: AS SHOWN

SH. NO. 3 of 5



CATWALK DETAIL
SCALE: 3/4" = 1'-0"



HANDRAIL DETAIL
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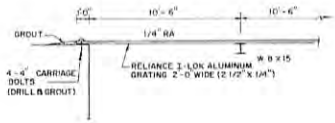
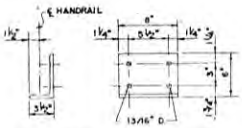




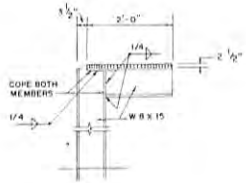
SUPPORT ANGLE DETAIL
SCALE: 1 1/2" = 1'-0"

NOTES: AT THE OPTION OF THE CONTRACTOR, STANDARD RAIL FITTINGS MAY BE USED WHERE WELDED CONNECTIONS ARE SHOWN.

AFTER THE NUTS HAVE BEEN TIGHTENED THE ANCHOR BOLT THREADS SHALL BE NICKED OR THE NUT SHALL BE SPOT WELDED TO THE BOLT.

BOLTS, NUTS AND WASHERS SHALL BE HOT DIP GALVANIZED TO CONFORM TO REQUIREMENTS OF A.S.T.M. SPEC. A-153. STEEL NICKS AND WELDS SHALL BE REPAIRED IN ACCORDANCE WITH SECTION 562, STANDARD SPECIFICATIONS.

ALUMINUM WELD FILLER ALLOY 5556 OR 4043.



CATWALK ACROSS WEIR
DETAIL E
SCALE: 3/4" = 1'-0"

FOR CONSTRUCTION
DATE 3/5/81

REVISIONS			
no	date	by	description

APPROVED BY
NICOLAS A. MARTIN-NIDALGO
Registered Engineer No. 20535
State of Florida

drawn P.L.
checked P.N.
approved P.N.
date NOV/80
project no. 8005

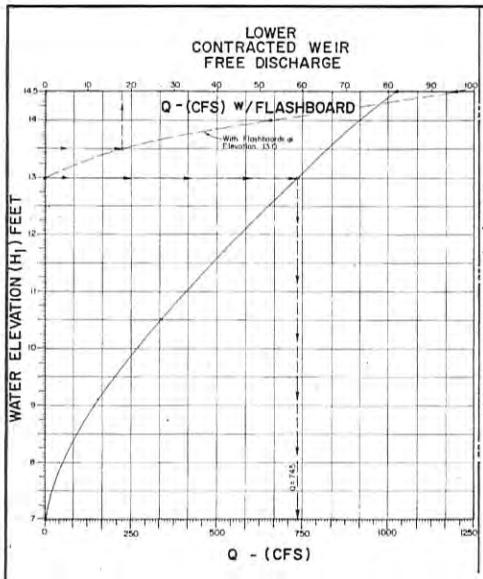
SOUTHWEST PORT ST. LUCIE
PORT ST LUCIE FLORIDA

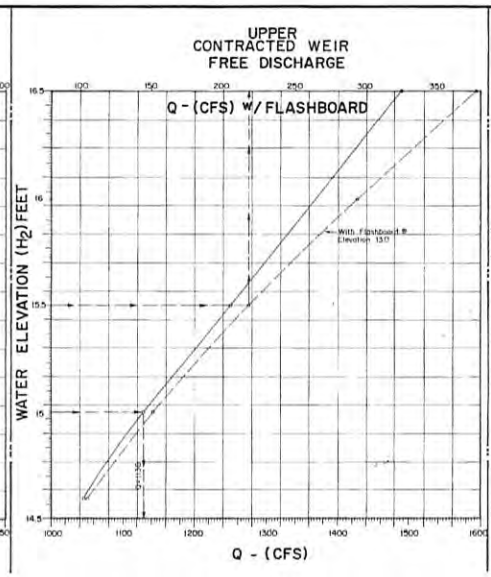
cas engineering inc.

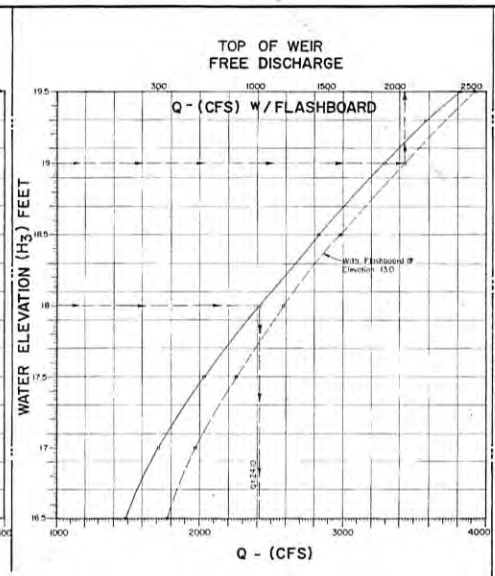
STRUCTURE A-19
STRUCTURAL DETAILS
AS BUILT

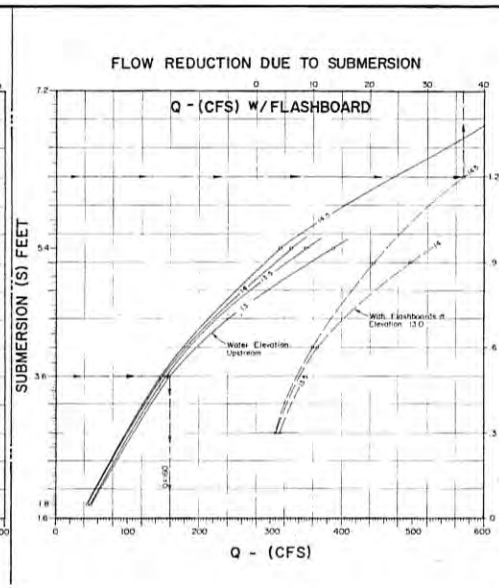
SCALE AS SHOWN

SH. NO. 4 of 5

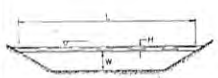








NO CONTRACTED WEIR



Rehbock's Weir Formula

For $H/W \leq 5$

$Q = (3.26883 + 0.428\ H/W)H^{1.5} \times L$

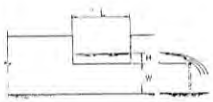
For $5 < H/W < 10$

$Q = (4.74543 + 0.13268\ H/W)H^{1.5} \times L$

For $H/W \geq 20$

$Q = 5.67097\ (1 + W/H)^{1.5} \times H^{1.5} \times L$

CONTRACTED WEIR



Rehbock's Weir Formula

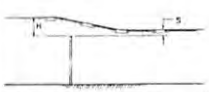
For $H/W \geq 20$

$Q = 5.67097\ (1 + W/H)^{1.5} \times H^{1.5} \times L$

For $H/W < 20$

$Q = 3.29023\ (L - 0.1H)H^{1.5}$

SUBMERGED WEIR



Villemonte's Submerged Weir Formula

$Q/Q_1 = \left[1 - (S/H)^{1.5}\right]^{0.385}$

Q = discharge over submerged weir

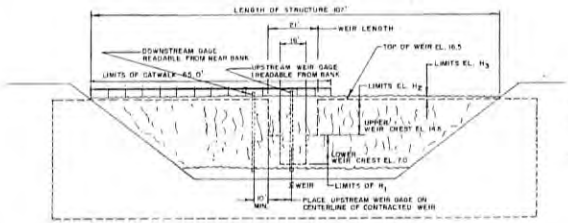
Q_1 = discharge at the head H completed from the equation for free discharge

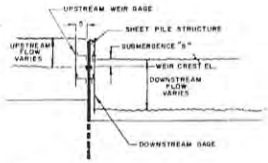
S = submergence

NOTE:
TO OBTAIN Q FOR ANY GIVEN UPSTREAM ELEVATION READ EITHER H_1, H_2 OR H_3 AND SUBTRACT FLOW DUE TO SUBMERSION.

ie. AT ELEVATION 13 w/ SUBMERGENCE OF 3.6 FEET, Q = 585
or AT ELEVATION 15 w/ SUBMERGENCE OF 0 FEET, Q = 1136

ATTACHMENT F - E-BID #20160115
Page 5 of 5





NOTE
THESE SKETCHES ARE SEMI-SCHEMATIC SEE SHEET 2 FOR CORRECT SCALE RELATIONSHIPS in UPSTREAM CONVEYANCE BOTTOM EL. VERSUS LOWER WEIR CREST EL.

WEIR GAGE LOCATION

NO SCALE

NOTES

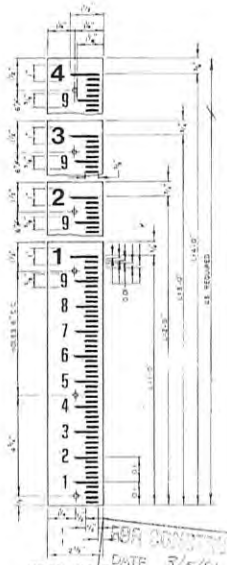
GAGES TO BE MADE OF NO. 19 GAGE (U.S. STANDARD) MILD STEEL PLATE AND TO BE COVERED WITH A MINIMUM THICKNESS OF 12 MILS ON THE NUMERAL SIDE AND 3 MILS ON THE REVERSE SIDE AND ON EDGES WHERE PLATE HAS BEEN CUT, PUNCHED OR DRILLED.

ALL CUTTING, DRILLING AND PUNCHING OF THE PLATES SHALL BE COMPLETED BEFORE THE VITREOUS ENAMEL IS APPLIED.

THE FACE OF THE GAGE SHALL BE WHITE AND ALL NUMERALS AND GRADUATIONS SHALL BE BLACK.

GRADUATIONS SHALL BE SHARP AND ACCURATE TO THE DIMENSIONS SHOWN.

NUMERALS SHOWN FOR ILLUSTRATION ONLY. ACTUAL NUMERALS RANGE FROM ___ TO ___ OF FOR UPSTREAM GAGE AND FROM 7 TO 14 FOR DOWNSTREAM GAGE.



FOR CONSTRUCTION
DATE 3/5/81

WEIR GAGE

NO SCALE

REVISIONS			
no	date	by	description

APPROVED BY

Nicolas A. Martin-Hidalgo
NICOLAS A MARTIN-HIDALGO
Registered Engineer No. 20535
State of Florida

drawn
checked PM
approved PM
date Nov/80
project no 8005

SOUTHWEST PORT ST. LUCIE
PORT ST. LUCIE, FLORIDA

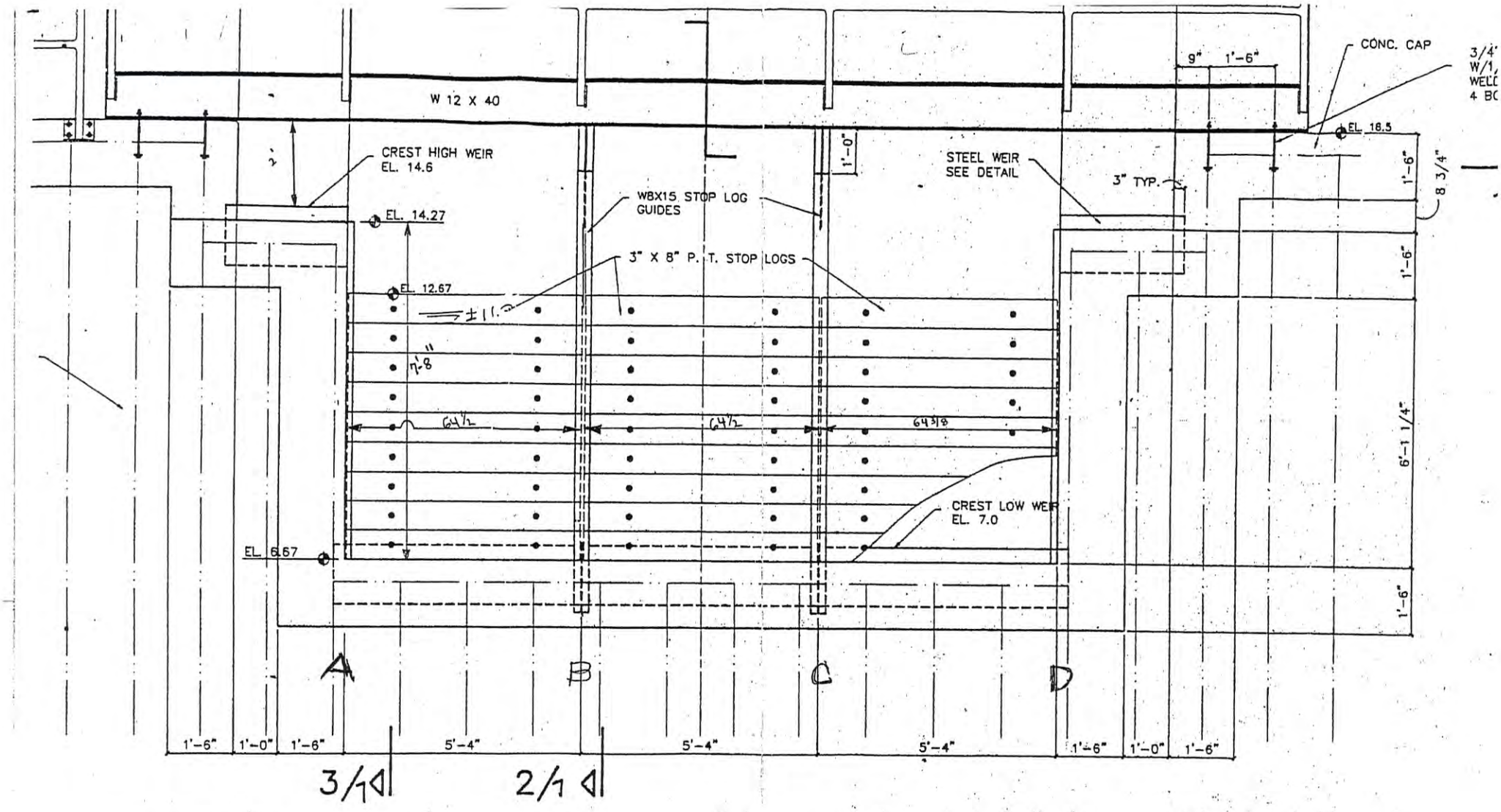
CCS engineering inc.

STRUCTURE A-19
WEIR DISCHARGE CALIBRATIONS
and
MISCELLANEOUS DETAILS

AS BUILT

SCALE - AS SHOWN

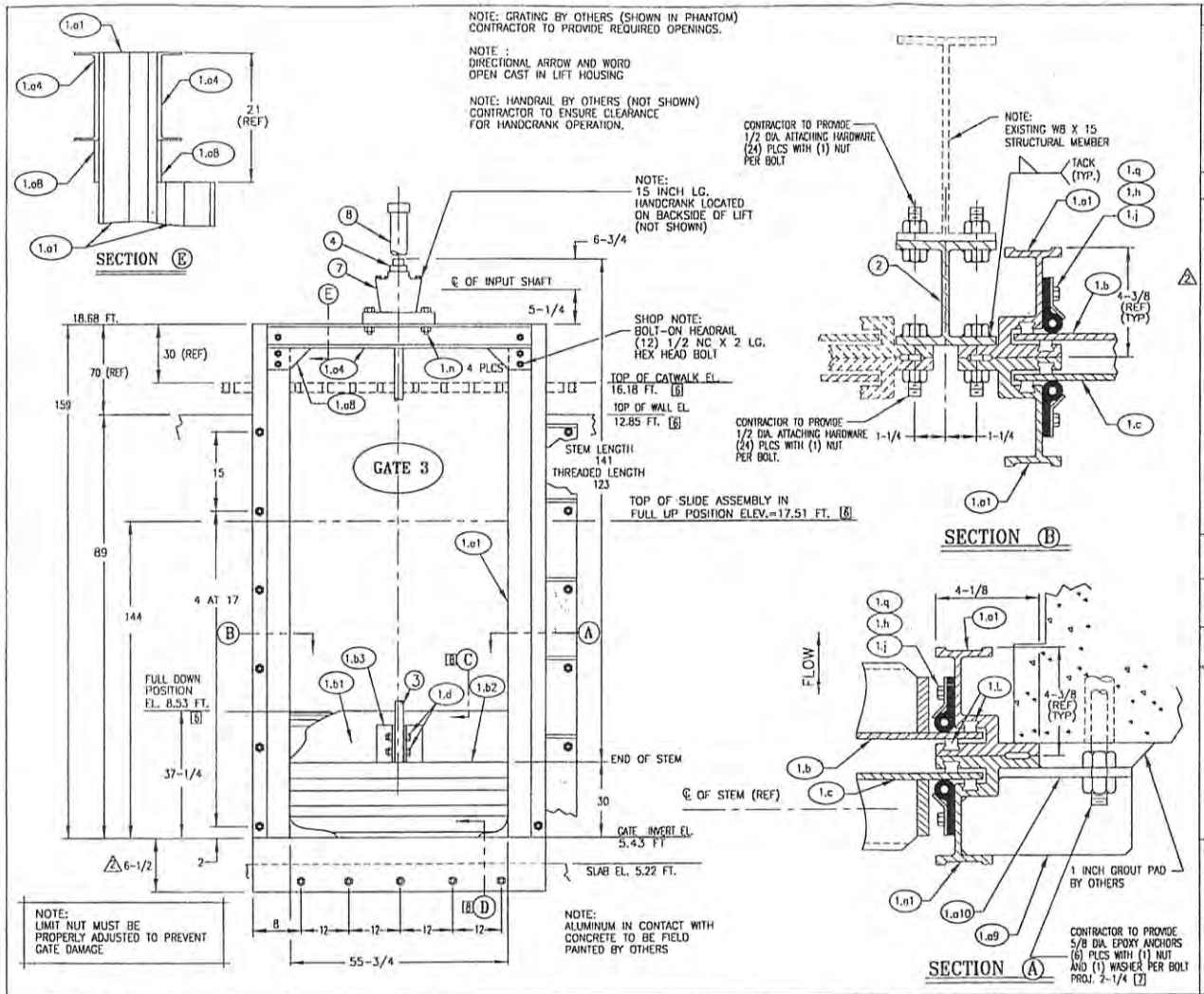
SH. NO. 5 of 5



ELEVATION DETAIL – LOOKING EAST

1/2" = 1'-0"

OCT 26 1990



MATERIAL KEY	FINISH KEY	PAINT KEY
1.CAST IRON:ASTM A-126 CL. B 4.MANG. BRZ.:ASTM B-584 AL. CB6500 9A.STN. STEEL:ASTM A-276 TY.304 12.COMMERCIAL BRONZE 13.NEOPRENE RUBBER:ASTM D-2000 14.CLEAR PLASTIC BUTYRATE PIPE 15A.STN. STL.HDW.:ASTM F-593 & 594 TYPE 304 (GRADE B & BB) 17.ALUMINUM:ASTM B-209 AL. 6061-T6 21.UHMW POLYETHYLENE	1. AS CAST 2. MILL 3. MACHINED 4. GALVANIZE-ASTM A-123 5. GALVANIZE-ASTM A-153 6. SEE PAINT KEY	6A STANDARD SHOPCOAT

ITEM DESCRIPTION	MATERIAL KEY	FIN KEY	PART NO.OR SIZE (FOR WATERMAN USE ONLY)	QTY/ GATE	TOTAL QTY
1. SLIDE GATE ASSEMBLY	–	–		1	3
a) FRAME WELDMENT	–	–		1	
1) GUIDE RAIL (MODIFIED)	17	2	EXTRUSION 101144 (4.79 LBS/FT.)	4	
2)					
4) HEADRAIL	17	2	C6 X 3.63 CHANNEL	2	
5) BOTTOM RAIL	17	2	1/4 X 1-1/2 BAR	1	
6) FLUSHSEAL RAIL	17	2	3/8 X 6-1/2 PLATE X 64 LG.	1	
7) SEAL SUPPORT	17	2	1/4 X 1 BAR	1	
8) GUSSET	17	2	12 X 12 X 1/4 THICK PLATE	2	
9) GUSSET (GATES 1 & 3 ONLY)	17	2	3-1/8 X 6-7/8 X 1/4 PLATE	6	
10) MOUNTING PLATE (GATES 1 & 3 ONLY)	17	2	5-3/8 X 88 LG. X 3/8 PLATE	2	
b) SLIDE WELDMENT (1)	–	–	SEE DETAIL ON SHEET 2	1	
c) SLIDE WELDMENT (2)	–	–	SEE DETAIL ON SHEET 2	1	
d) HEX HEAD BOLT & NUT	15A	2	3/4 NC X 3-1/2 LG	2/2	
g) FLUSHBOTTOM SEAL	13	2	1-1/4 X 1 STANDARD EXTRUSION	1	
h) J BULB SEAL	13	2	REF. 100159	4	
j) SEAL RETAINER	9A	2	REF. 106235	4	
l) BEARING STRIP	21	2	EXTRUSION 100917	A/R	
n) HEX HEAD BOLT & NUT	15A	2	5/8 NC X 3 LG	4/4	
q) HEX HEAD BOLT	15A	2	1/4 NC X 1-1/4 LG	A/R	
2. STRUCTURAL MEMBER	6	6A	W4 X 13 CHANNEL X 90-1/2 LG. [6]	–	2
3. STEM	9A	2,3	2 DIA., 4TPI, LH [5]	1	3
4. LIMIT NUT	1	5	2 DIA., 4TPI, LH STD	1	3
7. LIFT ASSEMBLY	1,4	6A	TYPE 3EN-2:1-A	1	3
a) HANDCRANK	1,12	6A	101653	1	
b) BASEPLATE	1	6A	105115 (W-2044)	1	
8. STEM COVER (W/MYLAR STRIP)	14	2	REF. 102786 (3in);76 LG.	1	3

ATTACHMENT G - E-BID #20160115
Page 2 of 4

NOTES: UNLESS OTHERWISE SPECIFIED.
1. (GATE CAPACITY) MAX. SEATING HD.= 5 FT.: MAX UNSEATING HD.= 5 FT
2. OPERATING HEAD FROM CENTERLINE: SEATING= 4 FT.: UNSEATING= 4 FT.
3. LIFT CAPACITY @ 40 LBS. PULL = 5920 LBS.
4. TURN HANDCRANK CCW TO OPEN (RAISE) GATE.
5. 29° MODIFIED STUB ACME THREADS.
6. CONTRACTOR TO VERIFY OR SUPPLY.
7. DIMENSION INCLUDES 1 INCH FOR GROUT PAD.
8. SECTIONS (C) & (D) ARE ON SHEET 3

(1) SET OF (3) GATES REQUIRED AT STRUCTURE A-19

REF: PORT ST. LUCIE WATER CONTROL STRUCTURE A19 PORT ST. LUCIE, FLORIDA.

55-3/4 X 72 WATERMAN MODEL QAPR-5FJ-Y-X SLIDE GATE

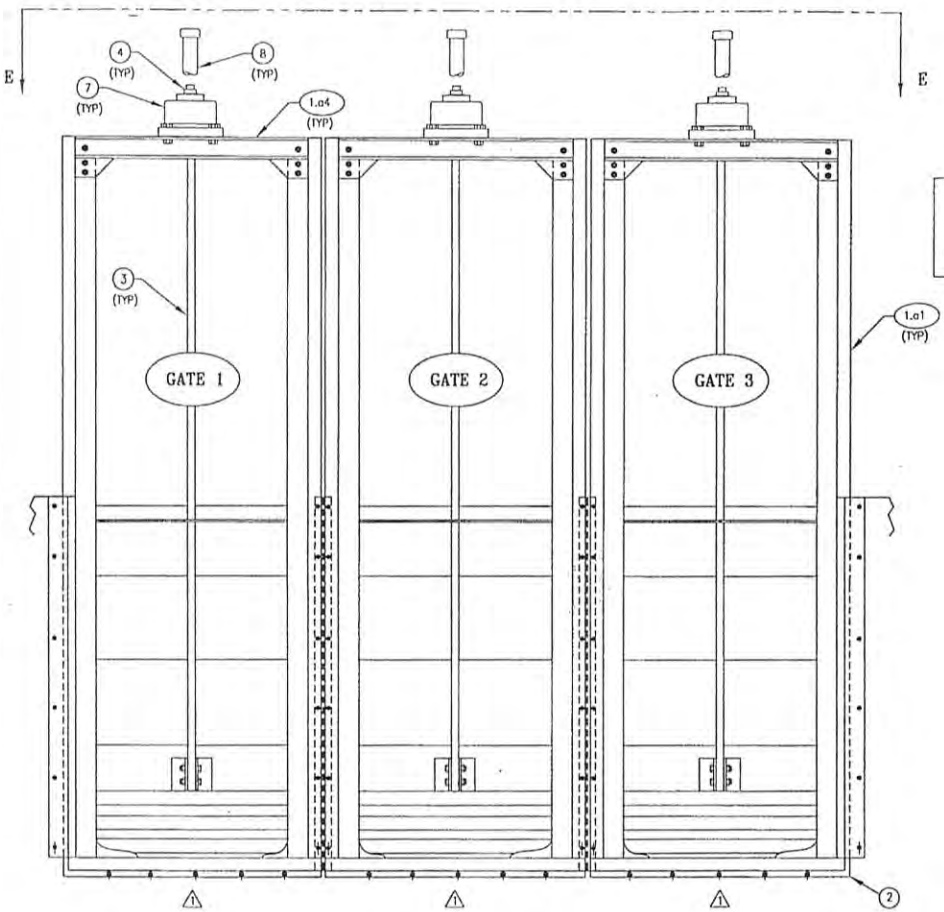
FOR: SOUTHERN CULVERT P.O. BOX 460 PINELLAS PARK, FL. 33781

P.O. 1520-18517

REV.NO.	DATE	BY	JOB NO.	PROJECT MANAGER
			L-3936	DREW
REV.NO.	DATE	BY	QUOTE NO.	QUOTE ITEM NO.
			SQ98-D-4239	1
REV.NO.	DATE	BY	DRAWN BY	CHECKED BY
			DR	GM
REV.NO. 2	DATE 3-10-99 MDH	BY DREW	SCALE NONE	DATE 12-09-1998
REV.NO. 1	DATE (REDRAWN) 1-24-99 DR	BY DREW	DRAWING NO. RB-98-1550 SHEET 1 OF 4	

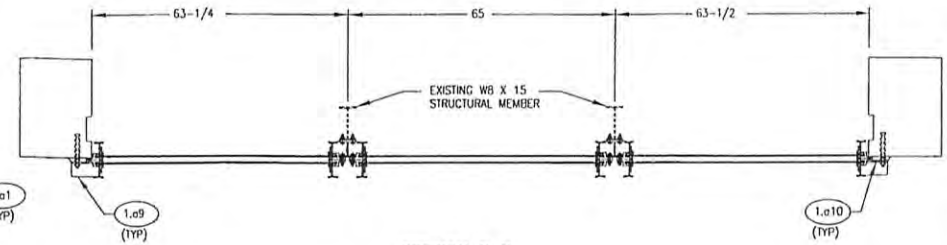
WATERMAN INDUSTRIES INC. EXETER, CALIFORNIA 93221

CODE : 7424-43-2-577-17441



GATE ASSEMBLY DETAIL

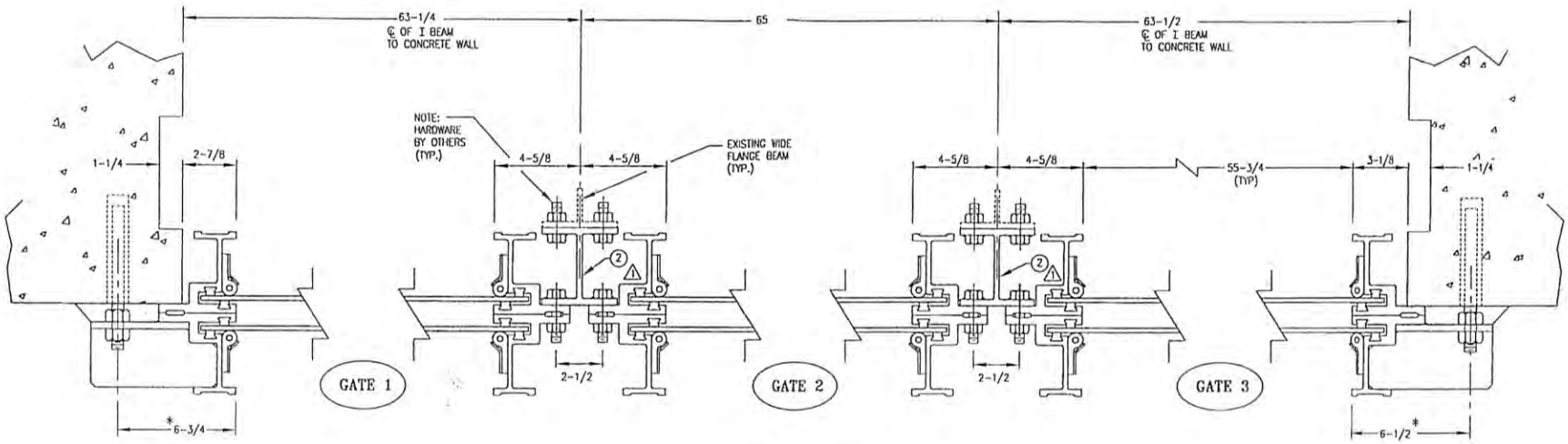
FRONT VIEW



SECTION E-E

ATTACHMENT G - E-BID #20160115
Page 3 of 4

REF: PORT ST. LUCIE WATER CONTROL STRUCTURE A19 PORT ST. LUCIE, FLORIDA.	55-3/4 X 72 WATERMAN MODEL QAPR-5FJ-Y-X SLIDE GATE	FOR: SOUTHERN CULVERT P.O. BOX 460 PINELLAS PARK, FL. 33781 P.O. 1520-18517	REV.NO.	DATE	BY	JOB NO. L-3936	PROJECT MANAGER DREW
			REV.NO.	DATE	BY	QUOTE NO. SQ98-D-4239	QUOTE ITEM NO. 1
			REV.NO.	DATE	BY	DRAWN BY DR	CHECKED BY GM
			REV.NO.	DATE	BY	SCALE NONE	DATE 12-09-1998
WATERMAN INDUSTRIES INC. EXETER, CALIFORNIA 93221			REV.NO. 1	DATE 1-24-99 DR	BY DREW	DRAWING NO. RB-98-1550 SHEET 2 OF 4	



GATE ASSEMBLY DETAIL

TOP VIEW

* NOTE TO CONTRACTOR:
GATES 1 & 3 ARE BUILT TO IDENTICAL DIMENSIONS, BUT ARE OPPOSITE HAND, SINCE CENTERLINE OF BEAMS TO EDGE OF CONCRETE DIFFERS BY 1/4 INCH, LOCATION OF ANCHOR BOLT TO EDGE OF CONCRETE DIFFERS BY 1/4 INCH.

ATTACHMENT G - E-BID #20160115
Page 4 of 4

REF: PORT ST. LUCIE WATER CONTROL STRUCTURE A19 PORT ST. LUCIE, FLORIDA.	55-3/4 X 72 WATERMAN MODEL QAPR-5FJ-Y-X SLIDE GATE	FOR: SOUTHERN CULVERT P.O. BOX 460 PINELLAS PARK, FL. 33781	REV.NO.	DATE	BY	JOB NO. L-3936	PROJECT MANAGER DREW
			REV.NO.	DATE	BY	QUOTE NO. SQ98-D-4239	QUOTE ITEM NO. 1
			REV.NO.	DATE	BY	DRAWN BY DR	CHECKED BY GM
			REV.NO.	DATE	BY	SCALE NONE	DATE 12-09-1998
WATERMAN INDUSTRIES INC. EXETER, CALIFORNIA 93221			REV.NO. 1	DATE 1-24-99 DR	BY DREW	DRAWING NO. RB-98-1550 SHEET 4 OF 4	

CODE : 7424-43-2-577-17441

SECTION 09900 PROTECTIVE COATINGS

PART 1 - GENERAL

1.01 SCOPE:

A. Summary of Work: The CONTRACTOR shall provide coating on exterior and interior surfaces throughout the Project and which are listed in PART 2, with systems specified on "coating system" sheets at the end of this Section.

B. Regulatory Requirements: In addition to requirements specified elsewhere for environmental protection, provide coating materials that conform to the restrictions of the local and regional jurisdiction. Notify the DISTRICT of any coating specified herein that fails to conform to the requirements for the location of the project or location of application.

1. Lead Content: Use only coatings that are totally lead free.
2. Chromate Content: Do not use coatings containing zinc-chromate or strontium chromate.
3. Asbestos Content: Materials shall not contain asbestos.
4. Mercury Content: Materials shall not contain mercury or mercury compounds.
5. The specified maximum VOC content shall apply to the unthinned product.

1.02 APPLICABLE PUBLICATIONS:

A. American National Standards Institute (ANSI):

1. A 13.1 - Scheme for the Identification of Piping Systems
2. Z 53.1 - Safety Color Code for Marking Physical Hazards

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

1. D4258 - Standard Practice for Surface Cleaning Concrete for Coating
2. D4259 - Standard Practice for Abrading Concrete
3. D4260 - Standard Practice for Acid Etching Concrete
4. D4261 - Standard Practice for Surface Cleaning Concrete Unit Masonry for Coating

C. Society for Protective Coatings (SSPC) Surface Preparation Specifications:

1. SP1 - Solvent Cleaning: Removes oil, grease, soil, drawing and cutting compounds, and other soluble contaminants.
2. SP2 - Hand Tool Cleaning: Removes loose mill scale, loose rust, loose paint and other loose foreign matter.
3. SP3 - Power Tool Cleaning: Removes loose material. Not intended to remove all scale or rust.
4. SP5 - White Metal Blast Cleaning: Removes all scale, rust, foreign matter. Leaves surface gray-white uniform metallic color.
5. SP6 - Commercial Blast Cleaning: Two-thirds of each square inch free of all visible residues; remainder only light discoloration.
6. SP7 - Brush-Off Blast Cleaning: Removes only loose material, remaining surface tight and abraded to give anchor pattern.
7. SP10 - Near-White Blast Cleaning: At least 95% of each square inch shall be free of all visible residues.

8. SP11 - Power Tool Cleaning to Bare Metal

1.03 DEFINITIONS:

A. Coating systems include surface preparation, prime coat (first coat), finish coats (second and third coats), inspection, cleaning, and touch-up of surfaces and equipment. Shop preparation, prime coat, and finish coats to be shop-applied may be specified elsewhere or referenced to this Section so that a complete system is specified and coordinated.

1. Where surface preparation and first (prime) coat are specified in other Sections to be shop-applied, such as for structural steel, hollow metal doors or equipment, only the touch-up and finish coats are a part of field painting. Surface preparation is the required degree of preparation prior to application of first (prime) coat regardless if done in shop or field.

2. If materials are provided without shop primer such as miscellaneous steel or sheet metal, then surface preparation, first, second, and third coats are a part of field painting.

3. Concealed surfaces are generally not required to have finish-coats unless otherwise specified, but prime coat should be applied and touched up prior to concealment.

4. Where equipment and materials are provided with shop-applied finished coating system, only touch-up is a part of field painting.

5. Refer to applicable Sections to determine whether surface preparation and first coat, or complete coating system, is to be shop-applied.

6. The term "DFT" means minimum dry film thickness, with no tolerance for thinner films.

1.04 SUBMITTALS:

A. Submit as specified in DIVISION 1.

B. Submittals include, but are not limited to, the following:

1. Schedule of products and paint systems to be used. Schedule shall include the following information:

a. Surfaces for system to be applied

b. Surface preparation method and degree of cleanliness

c. Product manufacturer, name, and number

d. Method of application

e. Dry film thickness per coat of coating to be applied

2. Color charts for selection and acceptance

3. Product information

a. Manufacturer's data sheet for each product proposed

b. Technical and performance information that demonstrates compliance with the system performance and material requirements

c. Manufacturer's instructions and recommendations on surface preparation and application

d. Compatibility of shop and field applied coatings (where applicable)

e. Material Safety Data Sheet for each product used

4. Certification by coating manufacturers that each coating is suitable for service intended as stated on each coating system sheet.

5. CONTRACTOR shall certify in writing to the DISTRICT that applicators have previously applied all the systems in this Specification and have the ability and equipment to prepare the surfaces and apply the coatings correctly.

6. Samples

   a. Sample of each paint, finish, and other coating material on 8-1/2 inch by 11-inch sheet metal. Each sheet shall be completely coated over its entire surface with one coating material, type, or color.

   b. Two sets of color samples that match each color selected by the DISTRICT from the manufacturer's color charts. The color designation shall be shown on the back of the color sample.

   c. Two 2 foot by 2 foot concrete panels shall be constructed at the site in an area designated by the DISTRICT. On one panel, the C0NTRACTOR shall apply the coating system required for water-retaining concrete interior surfaces and the system for concrete exterior surfaces on the other panel. The CONTRACTOR shall not begin coating the structure surfaces until the DISTRICT has accepted both panels. If the DISTRICT does not approve either panel, at its own expense the CONTRACTOR shall erect another, coat it, and request DISTRICT approval.

1.05 QUALIFICATIONS:

A. Coating work shall be performed by an SSPC certified contractor having a minimum of Category QP 1 certification for work without hazardous paint removal, and Category QP 2 certification for work involving hazardous paint removal.

1.06 RESPONSIBILITIES: (Not Used)

1.07 CERTIFICATES AND TESTING: (Not Used)

1.08 INSPECTION COORDINATION:

A. Prepainting Conference:

   1. Before field painting starts, representatives for the DISTRICT, CONTRACTOR, coating applicator, and coating manufacturer's technical representative shall meet with the DISTRICT'S personnel.

   2. Agenda for the meeting will include details of surface preparations and coating systems to ensure understanding and agreement by all parties for compliance.

B. A coating report shall be completed daily by CONTRACTOR at each phase of the coating system starting with surface preparation. Reports shall be submitted on the form attached at end of this Section.

C. In the event a problem occurs with coating system, surface preparation, or application, coating applicator and coating manufacturer's technical representative shall promptly investigate the problem and submit results to the DISTRICT.

D. Whenever water tightness in a water-retaining structure is dependent upon work in other sections, the CONTRACTOR shall assume full responsibility for water tightness of the integrated assembly. Prior to starting work, CONTRACTOR shall meet with installers involved and with manufacturers of all materials involved to review Drawings and Specifications to insure that materials are being used properly and details are correct. A written report of this meeting shall be submitted to the DISTRICT. The report shall contain at least:

1. Meeting date and names and affiliations of those present and written statements from each installer and manufacturer of their acceptance of Drawings, Specifications and conditions, and of proposed use of their materials as proper for purposes shown.

1.09 WARRANTY:

A. The MANUFACTURER shall warrant the EQUIPMENT, MATERIALS and PRODUCTS specified in this section against defective materials and workmanship with the MANUFACTURER'S standard warranty, but for no less than five years from the date of Substantial Completion, and as described in Article 13 of Section 00700 - General Terms and Conditions. If the MANUFACTURER'S standard warranty is less than the stipulated period, the MANUFACTURER shall provide a special MANUFACTURER'S extended warranty for the stipulated period, or a Maintenance Bond in the form attached herein, to extend the MANUFACTURER'S warranty period for the stipulated period.

B. The CONTRACTOR shall warranty the WORK against defects for one year from the date of Substantial Completion and as described in Article 13 of Section 00700 - General Terms and Conditions.

PART 2 - PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS:

A. Proprietary names and product numbers are specified in most systems for material identification from these manufacturers.

1. Ameron International Performance Protective Coatings and Finishes Group
2. Carboline Company, Inc.
3. Chemrex
4. ICI Devoe Coating Company
5. Tnemec Company, Inc.
6. Xypex Chemical, Ltd.

2.02 GENERAL:

A. Materials furnished for each coating system must be compatible with the substrate.

B. Single Manufacturer: All materials in each coating system shall be by the same coating manufacturer to assure compatibility of coatings.

C. Compatibility: When shop-painted surfaces are to be field coated, the CONTRACTOR shall ascertain whether finish materials will be compatible with shop coating. Coatings of uncertain composition shall be removed completely before applying new coatings

D. Colors:

1. Color of finish coatings shall match accepted color samples.
2. When second and finish coats of a system are of same type, CONTRACTOR shall tint or use an alternate color on second coat to enable visual coverage inspection of the third coat. When first and second coats only are specified and are of same or different types, tint or use an alternate color on first coat to enable visual coverage inspection of the second coat.

E. Include on label of material containers:

1. Manufacturer's name, product name, and number
2. Type of paint and generic name

3. Color name and number
4. Storage and temperature limits
5. Mixing and application instructions, including requirements for precautions which must be taken
6. Drying, recoat, or curing time

2.03 COATING SYSTEMS: Specified on the "Coating System" sheets at the end of this Section.

2.04 SURFACES TO BE COATED:

Generic Description	Specific Surfaces	System
Steel, mild exposure, non-immersion, Interior	1. Hollow metal doors and frames 2. Miscellaneous steel	S-1
Steel, severe exposure, non-immersion, exterior or interior, where only marginal cleaning can be performed	Miscellaneous exposed steel surfaces	S-2
Steel equipment, prime coated, severe exposure, non-immersion, interior and exterior	1. Carbon steel in fabricated equipment for gate hoists and machinery	S-3
Steel and non-ferrous metal, severe exposure, buried and immersed, interior of tank, and piping and equipment immersed in tank or basin	1. Roller gates and associated steel 2. Steel Sheet Piling, Walls, Tierods and Accessories	S-4
Steel, surface temperatures between 350 and 1000 degrees F continuous	1. Exhaust piping and silencer	S-5
Steel tank exterior, severe UV exposure		S-6
Concrete and concrete masonry units,, mild exposure, non-immersion, interior and exterior	1. Precast Concrete Control Structure	C-1
Concrete water- and wastewater-retaining structures, interior and exterior	1. Channel walls 2. Wet well	C-3
Aluminum in contact with concrete or any other metal except galvanized steel	1. Railing posts	A-1

2.05 SURFACES NOT TO BE COATED:

A. Factory finished equipment, except for touch-up or noted otherwise

B. Metal surfaces of stainless steel, bronze, aluminum, and fiberglass

C. Concrete, unless listed on specific surfaces above

D. Machined surfaces

E. Grease fittings

F. Glass

G. Equipment nameplates

H. Platform gratings, stair treads, door thresholds, and other walking surfaces unless listed on specific surfaces above

I. Concrete Floors unless listed above

PART 3 - EXECUTION

3.01 DELIVERY, STORAGE, AND HANDLING:

A. Manufacturer Recommendations: Unless this specification requires otherwise, CONTRACTOR shall strictly follow the manufacturer's printed recommendations and instructions for storing and handling coating system materials.

B. Delivery of Materials:

1. Deliver in sealed containers with labels and information legible and intact. Containers shall also have correct labels with required information.

2. CONTRACTOR shall allow sufficient time for testing if required.

C. Storage of Materials: CONTRACTOR shall store under conditions recommended by the Material Safety Data Sheets

1. All protective coating materials shall be used within the manufacturer's recommended shelf life.

2. Store only acceptable materials on project site.

3. Provide separate area and suitable containers for storage of coatings and related coating equipment.

4. Dispose of used or leftover containers, thinners, rags, brushes, and rollers in accordance with applicable regulations.

3.02 PREPARATION FOR COATING:

A. General: All surfaces to receive protective coatings shall be clean prior to application of coatings. The CONTRACTOR shall examine all surfaces to be coated, and shall correct all surface defects before application of any coating material. All marred or abraded spots on shop-primed and on factory-finished surfaces shall receive touch-up restoration prior to any coating application. Surfaces to be coated shall be dry and free of visible dust.

B. Protection of surfaces not to be coated: Surfaces that are not to receive protective coatings shall be protected during surface preparation, cleaning, and coating operations.

C. Hardware, lighting fixtures, switch plates, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not to be painted shall be removed, masked, or otherwise protected. Drop cloths shall be provided to prevent coating materials from falling on or marring adjacent surfaces. The working parts of mechanical and electrical equipment shall be protected from damage during surface preparation and coating operations. Openings in motors shall be masked to prevent entry of coating or other materials.

D. Care shall be exercised not to damage adjacent work during blast cleaning operations. Spray painting shall be conducted under carefully controlled conditions. The CONTRACTOR shall be fully responsible for and shall promptly repair any and all damage to adjacent work or adjoining property occurring from blast cleaning or coating operations.

E. Protection of painted surfaces: Cleaning and coating shall be coordinated so that dust and other contaminants from the cleaning process will not fall on wet, newly coated surfaces.

3.03 SURFACE PREPARATION:

A. General

1. Prepare surfaces for each coating system conforming to SSPC or ASTM surface preparation specifications listed.

   a. If grease or oils are present, SSPC-SP1 must precede any other method specified.

   b. Remove surface irregularities such as weld spatter, burrs, or sharp edges, prior to specified surface preparation.

2. Depth of profile shall be as specified for each system, but in no instance shall it exceed one-third of the total dry-film thickness of complete system.

3. Prepare only those areas which will receive the first coat of the system on the same day.

B. Metals

1. The minimum abrasive blasting surface preparation shall be as indicated in the coating system sheets included at the end of this Section. Where there is a conflict between these specifications and the coating manufacturer's printed recommendations for the intended service, the higher degree of cleaning shall apply.

2. All sharp edges shall be rounded or chamfered, and all burrs, surface defects, and weld splatter shall be ground smooth prior to blast cleaning.

3. The type and size of abrasive shall be selected to produce a surface profile that meets the system sheet requirements for the particular coating and service conditions. Abrasives for submerged and severe service coating systems shall be clean, hard, sharp cutting crushed slag. Automated blasting systems shall not be used for surfaces that will be in submerged service. Metal shot or grit shall not be used for surfaces that will be in submerged service, even if subsequent abrasive blasting is planned to be one with hard, sharp cutting crushed slag.

4. Abrasive shall not be reused unless an automated blasting system is used for surfaces that will be in non-submerged service. For automated blasting systems, clean oil-free abrasives shall be maintained. The abrasive mix shall include at least 50 percent grit.

5. The CONTRACTOR shall comply with the applicable federal, state, and local air pollution control regulations for blast cleaning.

6. Compressed air for air blast cleaning shall be supplied at adequate pressure from well maintained compressors equipped with oil and moisture separators that remove at least 95 percent of the contaminants.

7. Surfaces shall be cleaned of all dust and residual particles of the cleaning operation by dry air blast cleaning, vacuuming, or another method prior to painting.

8. Enclosed areas and other areas where dust settling is a problem shall be vacuum cleaned and wiped with a tack cloth.

9. Damaged or defective coating shall be removed by the blast cleaning to meet the clean surface requirements before recoating.

10. If the required abrasive blast cleaning will damage adjacent work, the area to be cleaned is less than 100 square feet, and the coated surface will not be submerged in service, then SSPC SP2 or SSPC SP3 may be used.

11. Shop applied coatings of unknown composition shall be completely removed before the indicated coatings are applied. Valves, castings, ductile iron pipe, and fabricated pipe or equipment shall be examined for the presence of shop-applied temporary coatings. Temporary coatings shall be completely removed by solvent cleaning per SSPC SP1 before the abrasive blast cleaning work is started.

12. Shop primed equipment shall be solvent cleaned in the field before finish coats are applied.

C. Concrete and Concrete Masonry Units

1. Surface preparation shall not begin until at least 30 days after the concrete or masonry has been placed.

2. All oil, grease, and form release and curing compounds shall be removed by detergent cleaning per SSPC SP1 before abrasive blast cleaning.

3. Concrete, concrete block masonry surfaces and deteriorated concrete surfaces to be coated shall be abrasive blast cleaned to remove existing coatings, laitance, deteriorated concrete, and to roughen the surface equivalent to the surface of the No. 80 grit flint sandpaper.

4. If acid etching is required by the coating application instructions, the treatment shall be made after abrasive blasting. After etching, CONTRACTOR shall rinse surfaces with water and test the pH. The pH shall be between neutral and 8.

5. Surfaces shall be clean and as recommended by the coating manufacturer before coating is started.

6. Unless required for proper adhesion, surfaces shall be dry prior to coating. The presence of moisture shall be determined with a moisture detection device such as Delmhorst Model DB, or equal.

3.04 APPLICATION:

A. CONTRACTOR shall apply coatings in accordance with coating manufacturer's recommendations. Materials shall be thoroughly stirred, strained, and kept at uniform consistency during application. Coatings from different manufacturers shall not be mixed together.

B. Use properly designed brushes, rollers, and spray equipment for all applications.

C. On unprimed surfaces apply first coat of the system the same day as surface preparation.

D. Cleaned surfaces and all coats shall be inspected prior to each succeeding coat. The CONTRACTOR shall schedule such inspection with the DISTRICT in advance.

E. Blast cleaned ferrous metal surfaces shall be painted before any rusting or other deterioration of the surface occurs. Blast cleaning shall be limited to only those surfaces that can be coated in the same working day.

F. Special attention shall be given to edges, angles, weld seams, flanges, nuts and bolts, and other places where insufficient film thicknesses are likely to be present. Use stripe painting for these areas.

G. Dry-film thickness of each system shall be at least as thick as the minimum specified. Maximum dry-film thickness shall not exceed the minimum more than 20% or coating manufacturer's requirements, whichever is less. Where a dry-film thickness range is specified, the thickness shall not be shall not be outside the range.

H. Shop and field painting shall not be applied within 3 inches of unprepared surface of any substrate such as areas to be welded or bolted.

I. Environmental Conditions:

1. Atmospheric temperature must be 50 degrees Fahrenheit or higher during application, unless approved in writing by coating manufacturer. Do not apply coatings when inclement weather or freezing temperature may occur during the curing time interval.

2. Wind velocities for exterior applications shall be at a minimum to prevent overspray or fallout and not greater than coating manufacturer's limits.

3. Relative humidity must be less than 85% and the temperature of the surface to be painted must be at least 5 degrees above the dew point.

4. Provide adequate ventilation in all areas of application to ensure that at no time does the content of air exceed the Threshold Limit Value given on the manufacturer's Material Safety Data Sheets for the specific coatings being applied.

J. Recoat Time: In the event a coating, such as an epoxy, has exceeded its recoat time limit, prepare the previously applied coating in accordance with manufacturer's recommendations.

K. Protection:

1. Cover or otherwise protect surfaces not to be painted. Remove protective materials when appropriate.

2. Mask, remove, or otherwise protect finish hardware, machined surfaces, grilles, lighting fixtures, and prefinished units as necessary.

3. Provide cover or shields to prevent surface preparation media and coatings from entering orifices in electrical or mechanical equipment. Where ventilation systems must be kept in operation at time of surface preparation, take precautions to shield intakes and exhausts to prevent the materials from entering system or being dispersed.

4. Provide signs to indicate fresh paint areas.

5. Provide daily cleanup of both storage and working areas and removal of all paint refuse, trash, rags, and thinners. Dispose of leftover containers, thinners, rags, brushes, and rollers that cannot be reused in accordance with applicable regulations.

6. Do not remove or paint over equipment data plates, code stamps on piping, or UL fire-rating labels.

3.05 INSPECTION:

A. CONTRACTOR shall provide and use a wet-film gauge to check each application approximately every 15 minutes in order to immediately correct film thickness under or over that specified.

B. On ferrous surfaces, measurements shall be made with one of the thickness gauges listed below. The gauge shall be calibrated on metal practically identical in composition and surface preparation to that being coated and be of substantially the same thickness, except that for measurements on metal thicker than 1/4 inch, the instrument may be calibrated on metal with a minimum thickness of 1/4 inch. When calibrating any of the gauges for making film measurements of over 3 mils, the calibrating thickness standards (shims) shall be of non-metallic composition. Where only one thickness criterion is specified, the calibrating shim thickness shall closely approximate the specified thickness, but where both thicknesses are specified, the shim's thickness shall closely approximate an average of the two. Calibrating instructions, thickness standards and, in the case of the Mikrotest gauge, a calibrating tool, should obtained from the manufacturer or supplier of the gauge. Authorized thickness gauges are:

1. General Electric, Type B, General Electric Company

2. Mikrotest, Elektrophysik - Koln

3. Elcometer, Elcometer Instruments, Ltd.

4. Inspector Gage, Elcometer Instruments, Ltd.

5. Minitector, Elcometer Instruments, Ltd.

C. Use holiday or pinhole detector on systems over metal substrates to detect and correct voids when indicated on system sheet.

D. Furnish a sling psychrometer and perform periodic checks on both relative humidity and temperature limits.

E. Check temperature of the substrate at regular intervals to be certain surface is 5 degrees Fahrenheit or more above the dew point.

3.06 CLEANING AND REPAIRS:

A. Remove spilled, dripped, or splattered paint from surfaces.

B. Touch up and restore damaged finishes to original condition. This includes surface preparation and application of coatings specified.

END OF SECTION

South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406	PROTECTIVE COATING SYSTEM System S-1

SERVICE:	Steel, Mild Exposure, Non-Immersion, Interior
Surface Preparation:	Field: SSPC-SP1 and SP6. Clean and dry.
First Coat:	High solids polyamine or polyamide epoxy with minimum 67% solids by volume. Spray Applications; apply at 5.0 - 8.0 mils DFT. Brush applications, apply at 4.0 mils DFT.
Second Coat:	Same as first coat. Note: Second coat required only for brush applications.
Third Coat (Exterior):	Not required.
System Total:	Minimum 8.0 mils dry film thickness.
Volatile Organic Content:	Maximum 3.5 lbs/gal (425 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION	
	FIRST COAT	**SECOND COAT**
Ameron	Amerlock 400	Same as first coat
Carboline	Carboguard 890	Same as first coat
ICI Devoe	Devran 224HS	Same as first coat
Tnemec	Hi-Build Epoxoline 66	Same as first coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System S-2

SERVICE:	Steel, Severe Exposure, Non-Immersion, Exterior or Interior, where only marginal cleaning can be performed
Surface Preparation:	Field: SSPC-SP1 and SP3. Clean and dry.
First (prime) Coat:	Polyamidoamine epoxy with wetting and penetrating properties and with 98% solids by volume. Apply at 1.5 to 2.0 mils dry film thickness.
Second Coat:	High build polyamide epoxy with minimum 65% solids by volume. Apply at 5.0 mils dry film thickness.
Third Coat (Exterior):	High solids aliphatic or acrylic polyurethane gloss enamel with minimum 65% solids by volume. Apply at 2.0 mils dry film thickness.
System Total:	Minimum 8.5 mils dry film thickness, Exterior. Minimum 6.5 mils dry film thickness, Interior.
Volatile Organic Content:	Maximum 2.8 lbs/gal (340 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT**	**THIRD COAT**
Carboline	Carboguard 890	Same as first coat	Carboline 133HB
ICI Devoe	Bar-Rust 231	Devran 224HS	Devthane 379H
Tnemec	Chembuild 135	Not Applicable	Endura-Shield 1074

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System S-3

SERVICE:	Equipment, Factory Coated, Severe Exposure, Non-Immersion, Exterior or Interior
Surface Preparation:	Field First Coat: SSPC-SP1 and SP6. Clean and dry.
First Coat: (Field)	Modified vinyl-alkyd or epoxy-mastic, compatible with existing and new finish. Apply at 1.5 to 2.0 mils dry film thickness.
Second Coat Interior:	High build polyamide epoxy with minimum 50% solids by volume. Apply at 5.0 mils dry film thickness.
Second Coat Exterior:	High solids aliphatic or acrylic polyurethane gloss enamel with minimum 52% solids by volume. Apply at 2.0 mils dry film thickness.
System Total:	Interior: 6.5 mils dry film thickness in addition to existing coating. Exterior: 3.5 mils dry film thickness in addition to existing coating. Check for voids with holiday or pinhole detector.
Volatile Organic Content:	Maximum 3.5 lbs/gal (425 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT (INT)**	**SECOND COAT (EXT)**
Ameron	Amercoat 385	Same as first coat	Amerguard 450HS
Carboline	Carbomastic 15	Carboguard 890	Carboline 134 HG
ICI Devoe	Bar-Rust 231	Devran 224 HS	Devthane 379H
Tnemec	Chem-Prime 37H (for epoxy) Poly-Ura-Prime 50 (for urethane)	Hi-Build Epoxoline 66	Endura-Shield 1074

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System S-4

SERVICE:	Steel and Non-Ferrous Metals, Severe Exposure. Buried and Immersed, Interior of Tank, Piping or Equipment Immersed in Tank or Basin.
Surface Preparation:	Shop or Field First Coat: SSPC-SP10, and profile depth of 1.5 to 2.5 mils. Field Touch-Up: Same as for First Coat.
First Coat:	High solids amine or polyamidoamine epoxy coating with minimum 67% solids by volume. Apply at 5.0 mils dry film thickness.
Second Coat:	Same as first coat.
Third Coat:	Same as first coat.
System Total:	Minimum 10.0 mils dry film thickness. Check for voids with holiday or pinhole detector.
Volatile Organic Content:	Maximum 2.8 lbs/gal (340 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT**	**THIRD COAT**
Ameron	Amerlock 400	Same as first coat	Same as first coat
Carboline	Carboguard 890	Same as first coat	Same as first coat
Devoe	Devchem 253	Same as first coat	Same as first coat
Tnemec	Hi-Build Epoxoline 66	Same as first coat	Same as first coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System S-5

SERVICE:	Steel, Surface Temperatures 350 to 1000 degrees F, Continuous
Surface Preparation:	Shop or Field First Coat: SSPC-1, SP10, and profile depth 1 mil. Field Touch-Up: SSPC-6 and profile depth 1 mil.
First Coat:	Silicone aluminum. Aluminum or grey color. Apply at 1.0 to 1.5 mils dry film thickness, or greater as required by manufacturer.
Second Coat:	Same as first coat.
Third Coat:	Not required.
System Total:	Minimum 2.0 to 3.0 mils dry film thickness.
Volatile Organic Content:	Maximum 5.2 lbs/gal (623 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION	
	FIRST COAT	**SECOND COAT**
Ameron	Amercoat 872	Amercoat 873
Carboline	Carbozinc 11	Thermaline 4700 Aluminum
Devoe	HT-12	Same as first coat
Tnemec	Silicone Aluminum 39-1261	Same as first coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System S-6
SERVICE:	Steel tank exterior, severe UV exposure
Surface Preparation:	SP-6, commercial blast clean
First Coat:	single component, zinc rich moisture cure urethane, 4 mils
Second Coat:	single component moisture cure urethane, 4 mils
Third Coat:	single component moisture cure urethane, gloss, 2 mils
System Total:	10 mils
Volatile Organic Content:	2.8 lb per gal (340 g/L)

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT**	**THIRD COAT**
Wasser High Tech Coatings	MC-Zinc	MC-CR	MC-Shieldcoat
Sherwin Williams	Corothane I Zinc Primer	Corothane I Aliphatic Finish Coat	Corothane I HS Aliphatic Finish Coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System S-7

SERVICE:	Steel and Non-Ferrous Metals, Severe Exposure. Buried and Immersed, Interior of Tank, Piping or Equipment Immersed in Tank or Basin.
Surface Preparation:	SSPC-1 to remove all grease and oils, soluble salt removal (if necessary) SSPC-5 (white metal) to achieve a surface profile of 1.0 – 2.0 mils
First Coat:	Moisture Cured Urethane Zinc Primer with out MIO
Second Coat:	Moisture Cured Urethane Coal Tar
Third Coat:	Same as second coat.
System Total:	Minimum 15.0 mils dry film thickness. Check for voids with holiday or pinhole detector.
Volatile Organic Content:	Maximum 2.8 lbs/gal (340 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT**	**THIRD COAT**
Wasser	MC-Zinc	MC-Tar	Same as second coat
Sherwin Williams	Zinc Clad 221MCU Zinc	Corothane I Coal Tar Black	Same as second coat
	Tneme-Zinc 90-1K97	Omnithane Hydrocarb X 546	Same as second coat
Tnemec Xymax	Mono Zinc Ultra 2401	Mono Guard 6201	Same as second coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System C-1

SERVICE:	Concrete and Concrete Masonry Units, Mild Exposure, Non-Immersion, Exterior or Interior
Surface Preparation:	Concrete: ASTM D 4258, clean and dry, free from grease, oil, and any other contamination. Remove protrusions. Fill pits in concrete with patching compound as recommended by coating manufacturer. CMU: ASTM D 4261, clean and dry, free from grease, oil, and any other contamination. Remove protrusions.
First Coat:	Acrylic Latex block filler with minimum 44% solids by volume. Apply at approximately 800 square feet per gallon on concrete and as required to fill pores on CMU.
Second Coat:	Water reducible acrylic coating with minimum 34% solids by volume, gloss finish. Apply at 2.0 mils dry film thickness.
Third Coat:	Same as second coat.
System Total:	Minimum 4.0 mils dry film thickness in addition to filler.
Volatile Organic Content:	Maximum 2.8 lbs/gal (340 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT**	**THIRD COAT**
Ameron	Nu-Klad 105A Nu-Klad 112A	Amercoat 220	Same as second coat
Carboline	Carbocrylic 650 Carbocrylic 120	Carbocrylic 3359	Same as second coat
ICI Devoe	Bloxfil 4000	Devflex 4208	Same as second coat
Tnemec	Envirofill 130	Tneme-Cryl 6	Same as second coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System C-2

SERVICE:	Concrete and Concrete Masonry Units, Severe Exposure, Non-Immersion, Interior
Surface Preparation:	Concrete: ASTM D4258, clean and dry, free from grease, oil, and any other contamination. Remove protrusions. Fill pits in concrete with patching compound as recommended by coating manufacturer. CMU: ASTM D 4261, clean and dry, free from grease, oil, and any other contamination. Remove protrusions.
First Coat:	Sealer and primer as recommended by manufacturer
Second Coat:	Concrete: High solids epoxy with minimum 75% solids by volume. Apply at 5.0 to 8.0 mils dry film thickness. CMU: High solids epoxy block filler with minimum 60% solids by volume. Apply at 10.0 to 20.0 mils dry film thickness and as required to fill pores.
Third Coat:	Concrete & CMU: High solids epoxy with minimum 75% solids by volume. Apply at 5.0 to 8.0 mils dry film thickness. Semigloss or gloss finish.
System Total:	Concrete: Minimum 10.0 mils dry film thickness. CMU: Minimum 15.0 mils dry film thickness.
Volatile Organic Content:	Maximum 3.5 lbs/gal (425 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
Concrete and CMU	**FIRST COAT**	**SECOND COAT**	**THIRD COAT**
Ameron	Amerlock 400	Amercoat 385	Amercoat 385
Carboline	Carboguard 1340	Carboguard 890	Carboguard 890 or 891
ICI Devoe	Pre-Prime 167	Devran 224 HS	Devran 224 HS
Tnemec	H.S Epoxy 104	HS Epoxy 104	H.S. Epoxy 104

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System C-3

SERVICE:	Concrete Water- and Wastewater-Retaining Structures, Interior
Surface Preparation:	Per manufacturer recommendations
First Layer:	(Interior) Two coats of cementitious crystalline coating containing catalytic chemicals which migrate into the concrete using moisture present in the concrete as the migrating medium, and which cause the moisture and the unhydrated cement in the concrete to react causing the growth of nonsoluble crystals, thereby rendering the concrete itself waterproof (Exterior) breathable high-build, waterproof cement-based coating. Bonding agent shall be mixed with the coating to improve adhesion to substrate
Second Layer:	(Exterior) Two coats of a breathable, water based, acrylic emulsion coating that will resist ultraviolet light, alkali, acid, and mildew
Third Coat:	Not required
System Total Thickness:	As manufacturer recommends

COATING MANUFACTURER	PRODUCT DESIGNATION	
	FIRST COAT	**SECOND COAT**
Xypex Chemical, Ltd	(interior) Concentrate	Modified
	(exterior)	
Chemrex	Thoroseal, modified by Acryl 60, proportion per manufacturer	Thorosheen

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	PROTECTIVE COATING SYSTEM System W-1

SERVICE:	Gypsum Board and Plaster, Mild Exposure, Interior Walls
Surface Preparation:	Clean and dry.
First Coat:	Acrylic Sealer. Apply at 1.5 to 2.0 mils dry film thickness.
Second Coat:	Water reducible acrylic coating with minimum 34% solids by volume, semi-gloss finish. Apply at 1.5 mils dry film thickness.
Third Coat:	Same as second coat
System Total:	Minimum 4.5 mils dry film thickness.
Volatile Organic Content:	Maximum 2.8 lbs/gal (340 g/l).

COATING MANUFACTURER	PRODUCT DESIGNATION		
	FIRST COAT	**SECOND COAT**	**THIRD COAT**
Ameron	Amercoat 148	Amercoat 220	Same as second coat
Carboline	Carbocrylic 120	Carbocrylic 3359	Same as second coat
Devoe	Devflex 4020PF	Devflex 4208QD	Same as second coat
Tnemec	PVA Sealer 51-792	H.B. Tneme-Tufcoat 113	Same as second coat

South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406	**PROTECTIVE COATING SYSTEM** **System A-1**

SERVICE:	Aluminum in contact with concrete or any other metal except galvanized steel
Surface Preparation:	Field: SSPC-SP1. Clean and dry
First Coat:	High solids polyamine or polyamide epoxy with minimum 67 % solids by volume. Brush apply to surfaces to be in contact at 4.0 mils DFT
Second Coat:	Same as first coat
Third Coat:	Not required
System Total:	Minimum 8 mils DFT
Volatile Organic Content:	Maximum 3.5 lbs/gal (425 g/l)

COATING MANUFACTURER	**PRODUCT DESIGNATION**	
	FIRST COAT	**SECOND COAT**
Ameron	Amerlock 400	Same as first coat
Carboline	Carboguard 890	Same as first coat
ICI Devoe	Devran 224HS	Same as first coat
Tnemec	Hi-Build Epoxoline 66	Same as first coat

AV3125/AV5125

3 or 5-Megapixel H.264 MegaView® PoE IP Camera

Arecont Vision
megapixel technology...
beyond imagination

AV3125IRv1x 3MP H.264 Day/Night w/IR Illuminator
AV3125DNv1x 3MP H.264 Day/Night

AV5125IRv1x 5MP H.264 Day/Night w/IR Illuminator
AV5125DNv1x 5MP H.264 Day/Night

The First 5MP IR Bullet Style Camera on the Market

The Fast Frame Rate at 3MP and 5MP Resolution on the Market: 21fps @ 3MP, 14fps @ 5MP

Class 3 PoE Powers Camera, IR LEDs and Fan (No Auxiliary Power Required)

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Arecont Vision Advantages:

- All-in-One MegaView® IR Camera Solution
- IP66 and Vandal-Resistant Housing
- H.264 (MPEG-4, Part 10) Compression Standard
- External Lens Adjustment
- Easily Adjustable 3-Axis Bracket
- IR LED Configuration Exceeds the Market Standard
- Fastest MegaPixel Image Rates
- Superior Low-Light Performance
- PSIA and ONVIF Conformant
- Privacy Mask
- Extended Motion Detection Grid, 1024 Zones
- Flexible Cropping
- Bit Rate Control
- Multi-Streaming
- Forensic Zooming
- Binning Technique Improves Low-Light Performance
- True Day/Night Functionality with Removeable IR Cut Filter

PSIA ONVIF

Specification sheets subject to change without notice.

Made in the USA

CE c UL us

www.arecontvision.com avsales@arecontvision.com +1.818.937.0700 877.CAMERA.8

AV3125/AV5125

Model Numbers

AV3125IRv1x	3MP H.264 Day/Night w/IR Illuminator
AV3125DNv1x	3MP H.264 Day/Night
AV5125IRv1x	5MP H.264 Day/Night w/IR Illuminator
AV5125DNv1x	5MP H.264 Day/Night

Imaging

- 3-megapixel effective CMOS image sensor (AV3125)
- 5-megapixel CMOS image sensor (AV5125)
- 1/2.5" optical format
- 2.2 µm pixel pitch
- Progressive Scan
- Minimum illumination of:
  - Color (non-binning): 0.3 Lux @ F1.6
  - Color (binning): 0.15 Lux @ F1.6
  - Day/Night: 0 Lux, IR sensitive
- Dynamic range 70.1 dB
- Maximum SNR 45 dB

Full Field-of-View (FOV) Resolution

Mode Numbers	Full FOV Resolution	1/4 Resolution
AV3125	3MP 2048 (H) x 1536 (V)	1024 (H) x 768 (V)
AV5125	5MP 2592 (H) x 1944 (V)	1296 (H) x 972 (V)

Cropped (FOV) Resolution

Flexible Cropping

- 2560x1600 QWXGA (AV5125)
- 2048x1536 3MP (AV5125)
- 1920x1080 HDTV - 1080p
- 1600x1200 2MP
- 1280x1024 1.3MP

Data Transmission

- Video frame rate up to:
  - 14fps @ 2592x1944 (AV5125 only)
  - 16.5fps @ 2560x1600 (AV5125 only)
  - 21fps @ 2048x1536
  - 31fps @ 1600x1200
  - 29fps @ 1920x1080
  - 41fps @ 1280x1024
- Video frame in binning mode:
  - 34fps @ 1286x972 (AV5125 only)
  - 41fps @ 1280x800 (AV5125 only)
  - 46fps @ 1024x768
  - 64fps @ 800x600
  - 64fps @ 860x540
  - 64fps @ 640x512
- Compression type
  - H.264 (MPEG-4, Part 10)
  - Motion JPEG
  - 21 levels of quality
- RTSP, RTP/TCP, RTP/UDP (Unicast/Multicast), HTTP, DHCP, TFTP image transmission protocols
- 100Base-T Ethernet Network Interface
- Bit rate control from 100Kbps–10Mbps
- Multi-streaming: 8 non-identical streams

Electrical

- General purpose opto-coupled input and output (DN version only)
- General purpose opto-coupled input (IR version only)
- PoE 802.3af for camera, IR illuminator and fan
- Auxiliary power 12–48V DC or 24V AC for camera, IR illuminator and fan
- Power consumption (auxiliary power):
  6.63 Watts maximum/10.64 Watts maximum (IR on)

Compliance Information

- Compliance:
  Day/Night Models: Class B FCC, Part 15; EN55022 Class B
  IR Models: Class A FCC, Part 15; EN55022 Class A
  EN55024, EN61000-3-2, EN61000-3-3, EN60950-1 RoHS, REACH, IP66 (EN60529)
- CE Mark, UL Listed
- WEEE

Industry Standard

- PSIA and ONVIF Conformant

Programmability

- Binning Mode (AV5125)
- Flexible cropping
- Low-light noise filter control
- Bit rate and bandwidth limitation control
- Shutter Speed = 1ms–500ms
- On-camera real-time motion detection and privacy mask with 1024 detection zones
- Backlight compensation
- Auto multi-matrix white balance
- 50/60Hz selectable flicker control
- Electronic pan, tilt, zoom (PTZ)
- Electronic image flip (180° rotation)
- Programmable shutter speed to help control motion blur
- Programmable resolution, brightness, saturation, gamma, sharpness, tint
- Picture-in-Picture: simultaneous delivery of full field-of-view and zoomed images

Environmental

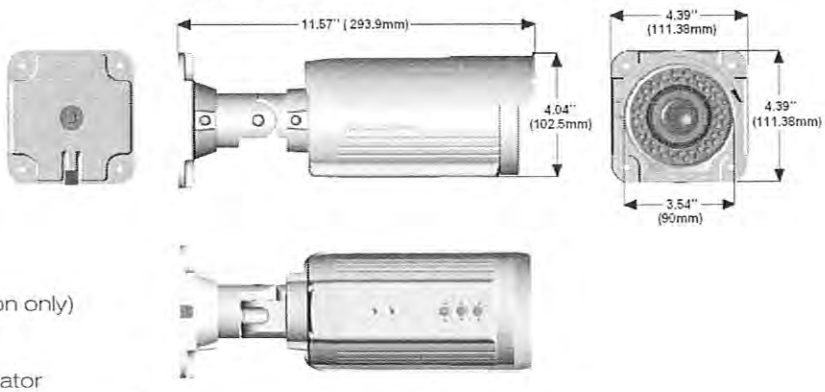
- Operating temperature: -40°C (-40°F) to +60°C (140°F)
- Stable image temperature: 0°C (32°F) to +50°C (122°F)
- Storage temperature: -40°C (-40°F) to +60°C (140°F)
- Humidity: 0% to 90% (non-condensing)

IR Illuminator

- 48 pcs 850nm LEDs/25 meter IR distance (max)/45° IR angle
- 3 watts power consumption
- No external power required

Mechanical

- Casing
  - Die-casting aluminum cylindrical (Bullet-style) housing
  - Vandal resistant
  - IP66 weather proof
- External lens adjustment including zoom, iris and focus
- 4" H (102mm) x 4.3" W (111mm) x 11.5" D (293mm)
- 3.74lbs (1.69kg)



Lens

- 4.5–10mm vari-focal lens with IR correction
- Max Aperture: F1.6
- Horizontal F.O.V.
  AV3125 = 26°–56°
  AV5125 = 34°–73°

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Accessories

- SV-EBA - Electrical Box Adapter
- SV-JBA - Junction Box Adapter
- MD-PMA - Pole Mount Adapter
- MD-CRMA - Corner Mount Adapter

Arecont Vision
megapixel technology...
beyond imagination

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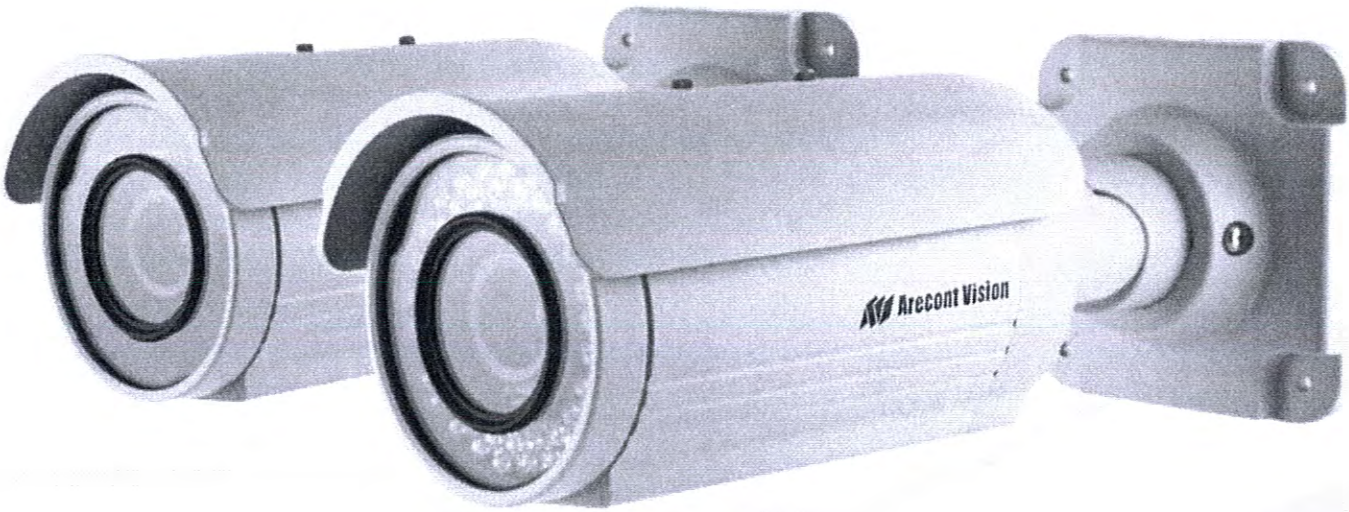
Installation Manual

Arecont Vision

Leading the Way in Megapixel Video



IR Version

MegaView® v1x Series

All-in-One H.264 Bullet Camera Solutions

ATTACHMENT J - E-BID #20160115

MegaView™ v1x Installation Manual

Inside the box:

A. Arecont Vision MegaView™ v1x
B. Pack of four (4) wood screws and four (4) dry wall anchors
C. Security L-key
D. Mounting Template

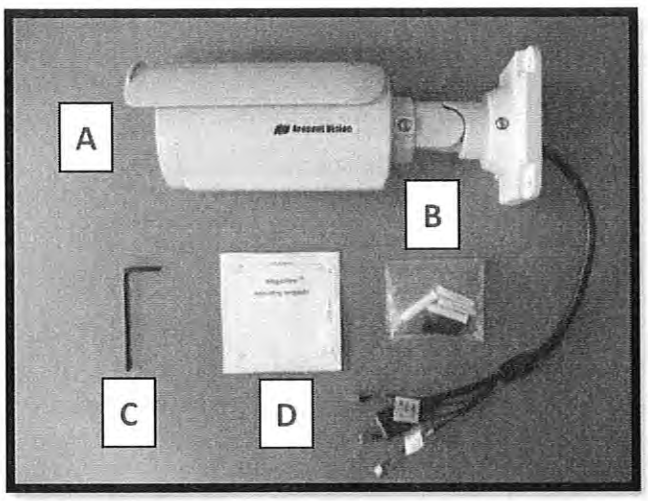


Image 1

Not included but needed:

- #1 Phillips head screw driver
- #2 Phillips head screw driver

Mounting the Camera:

1. Remove camera and hardware from the box.

   *NOTE : MegaView™ v1x is available in two versions, DN and IR, shown in **image 2.** Both versions have motorized day night switcher but only IR version supports an IR LED ring.*

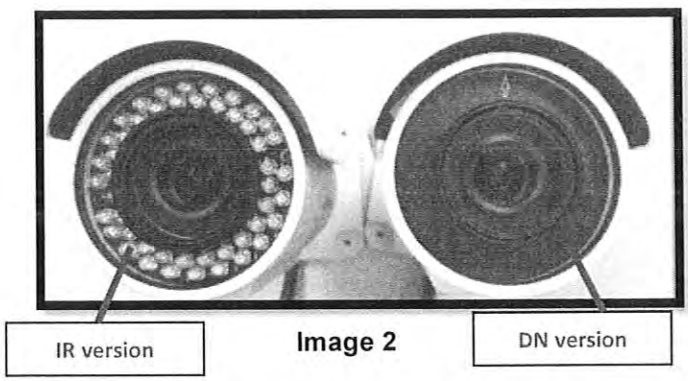


Image 2

2. Use the Mounting Template to prepare the mounting provisions for camera installation.

3. Use the security L-key to adjust MegaView™ v1x bracket to appropriate position. (**Image 3**)

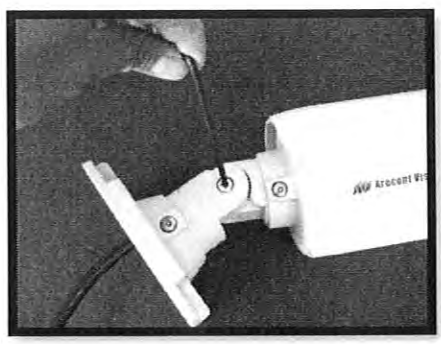


Image 3

*CAUTION: Only adjust the screws with an arrow pointing to them on the bracket base and camera body (**Image 4**)*

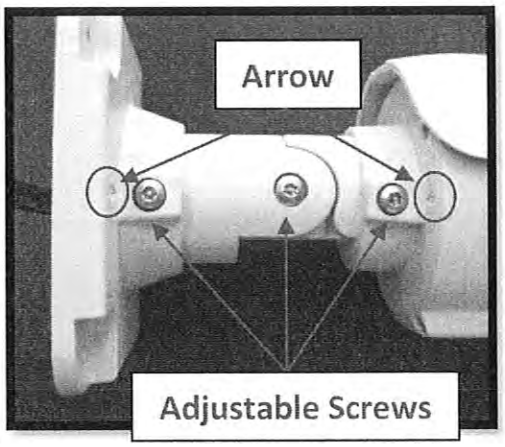


Image 4

NOTE : Bracket screws are all security screws that are tamper-resistant.

*NOTE : Bracket with 3 axes enables easy installation in any location, including 360° camera body rotation, 90° tilt, 360° bracket rotation. (**image 5**)*

Image 5

4. Align the holes in the camera with the prepared holes on the mounting surface. Attach the camera to the mounting surface with the wood screws or any other hardware that fits the mounting application. **(image 6)**

NOTE: Use junction box adapter, SV-JBA, to ensure a water tight installation as shown in Page 5. Use of silicon does not guarantee a water resistant install.

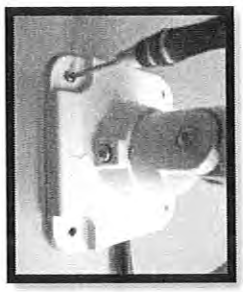


Image 6

5. Plug Ethernet cable into the MegaView™ v1x PoE Female RJ45 connector. (**Image 7**)

NOTE: MegaView™ v1x is a total PoE class 3 solution to power the camera, IR illuminator and fan.

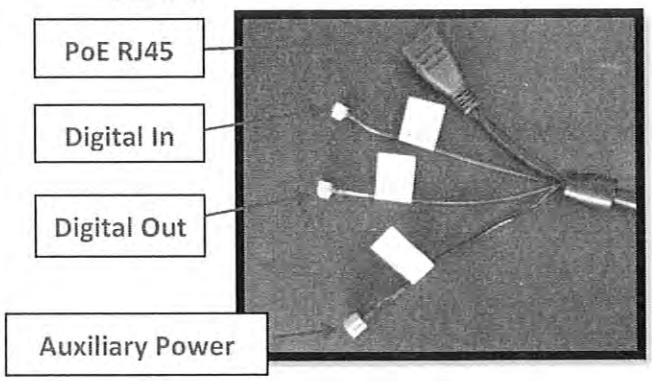


Image 7

Optional: Connecting External Power for Camera, IR Illuminator and Fan.

6. To use the external power, 12-48VDC or 24VAC, to power on camera, IR illuminator and fan, connect external power with pigtail cable connector **(Image 7)**

   NOTE: MegaView™ v1x cameras contain fan which is always on.

Optional: Connecting Digital I/O:

7. To use digital I/O, connect digital I/O with pigtail cable connector. (**Image 7)**

   NOTE: MegaView™ v1x DN version supports both digital input and output; IR version only supports digital input.

   NOTE: Table 1 shows electrical characteristics and Table 2 shows cable color for digital in and out.

Electrical Characteristics:		Min	Max	Camera
Input voltage (V) (measured between + and – terminals)	ON	2.9	6.3	IR & DN Versions
	OFF	0	1.3	
Output current (mA) (measured between + and – terminals) Applied Voltage Rage: 0 - 80V	ON	-	50	DN version Only
	OFF	-	0.1	

Table 1

NOTE: Both the input and the output are electrically isolated from the rest of the camera's electrical circuitry via general-purpose photo couplers. The input is additionally protected with a serial 250 Ohm resistor, and a debouncing circuit. Duration of any input signal should be at least 5 ms to comply with the requirements of the debouncing circuit.

Yellow	Digital OUT +
Red	Digital OUT –
Green	Digital IN +
Black	Digital IN -

Table 2

Adjusting the Focus, Iris and Field of View:

8. To adjust focus, iris and field of view, use security L-key to adjust external lens screws shown in **Image 8**.

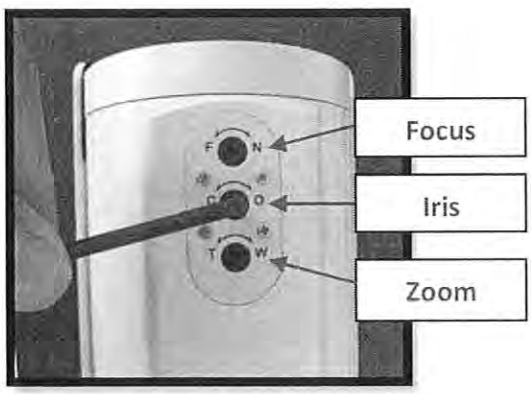


Image 8

Replacing the IR LED board:

9. Unscrew glass ring (**Image 9**)

10. Use Phillips screwdriver to remove IR LED board (**Image 10**)

11. To replace IR LED board, unplug cable and replace new IR LED board (**Image 11**)

    NOTE: Only MegaView™ v1x IR version can accommodate a replacement IR LED board. IR LED Board cannot be added to DN version.

    NOTE: IR LED board part number: M000094-16

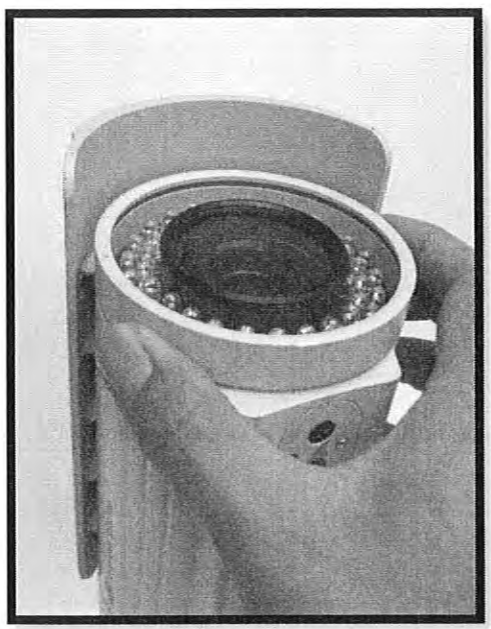
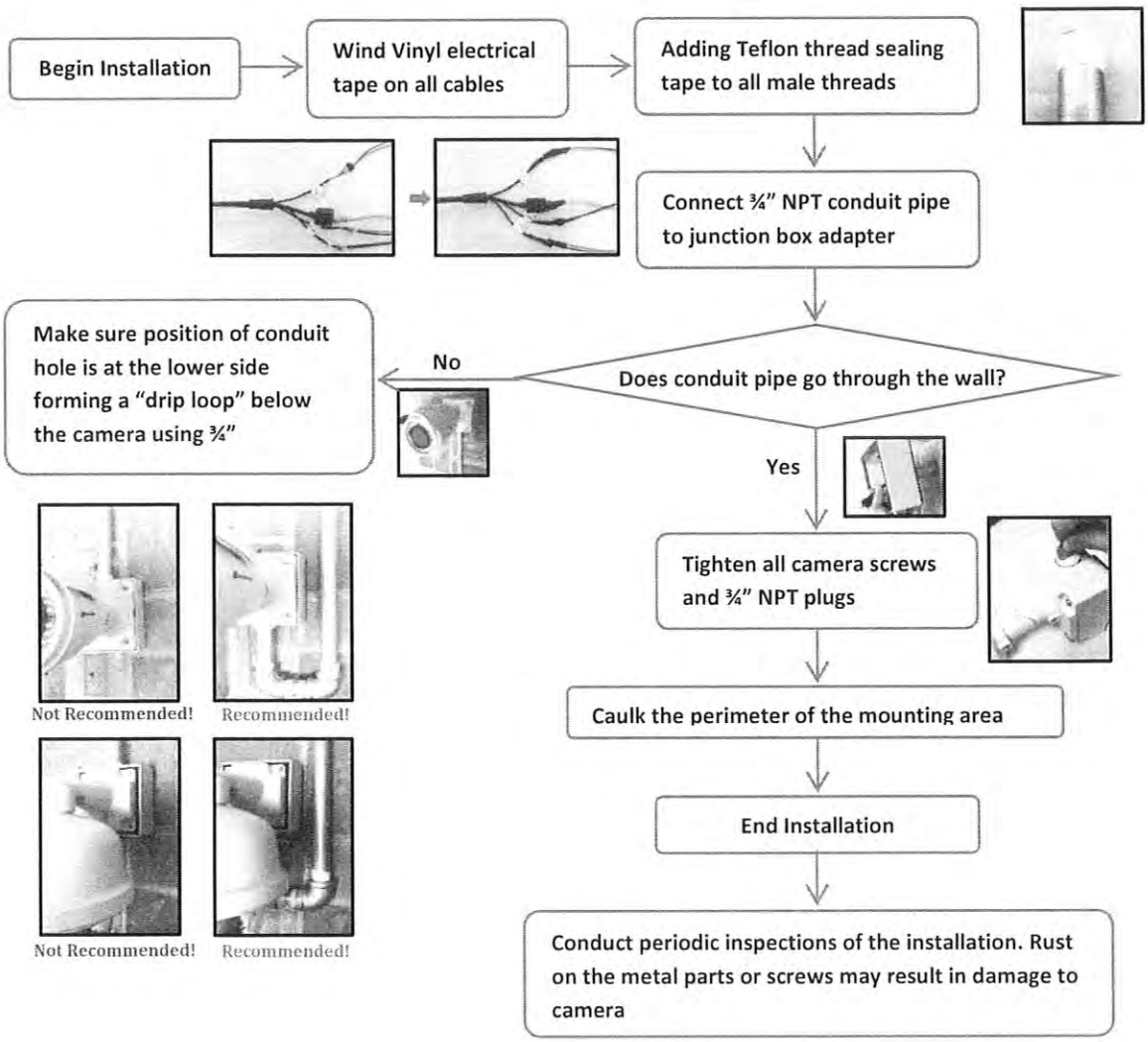


Image 9

Image 10

Image 11

Installation Best Practices



Important Note

Correct installation for outdoor application of MegaView™ v1x

Correct Installation:

Please install the MegaView™ v1x with junction box adapter (SV-JBA) to avoid risk of water leakage in outdoor applications as shown in **Image 12**.

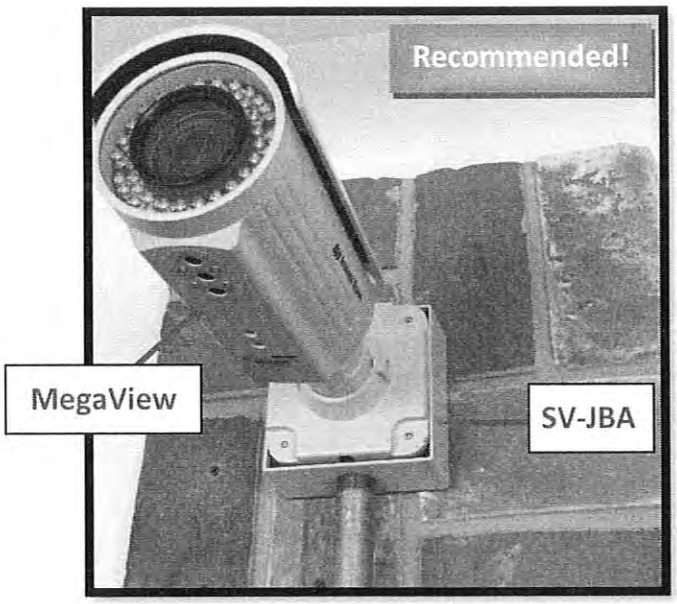


Image 12

Note: Please see how to install SV-JBA on page 6.

Incorrect Installation:

Attaching the MegaView™ v1x directly onto a wall surface may result in water leakage, see **Image 13**.

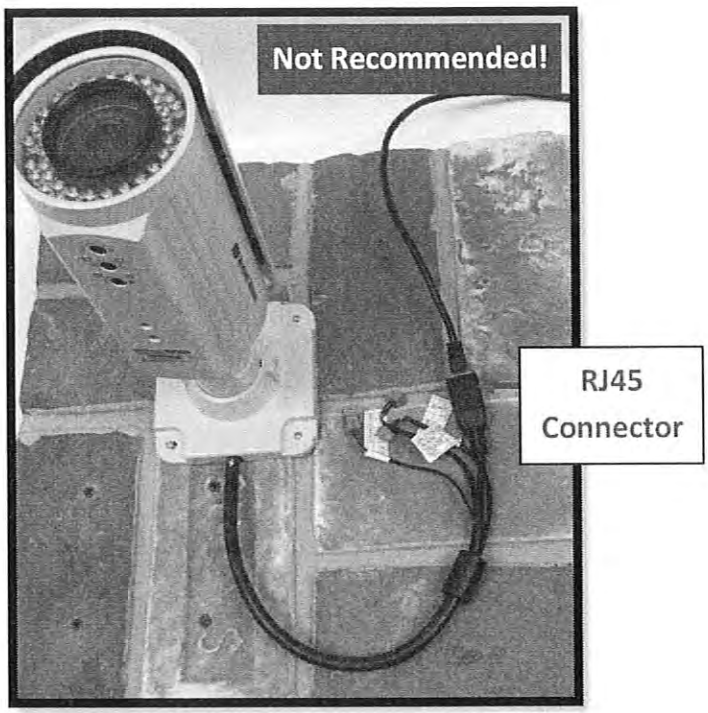


Image 13

NOTE: Water damage from improper installation is not covered by the warranty!

NOTE: Use silicon to cover RJ45 connector does not guarantee a water resistant install.

MegaView™v1x Junction Box Adapter (SV-JBA) Installation Instruction

Inside the box:

A. Junction Box Adapter
B. Pack of four (4) machine screws
C. One double sided hex key
D. Pack of four (4) wood screws and four (4) dry wall anchors
E. Mounting Template

Not included but needed:

- #2 Phillips head screw driver
- ¾" NPT Conduit (if necessary)

NOTE: SV-JBA is same unit used for MegaDome® 2 wall mount and SurroundVideo® wall mount

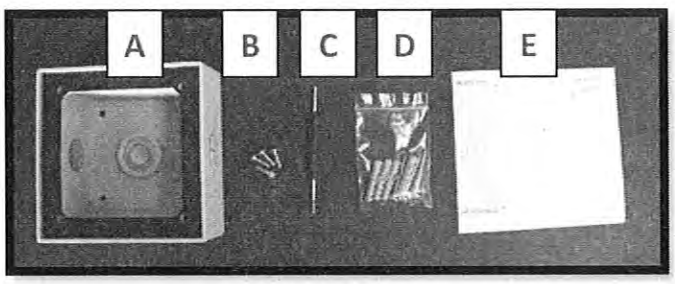


Image 14

1. Remove Junction Box and hardware from the box

2. Remove the conduit plug by first removing the socket set screw using one of provided hex keys shown in **Image 15**

3. Attach Junction Box Adapter to the wall using drywall screws or any optional hardware suitable for the mounting surface.

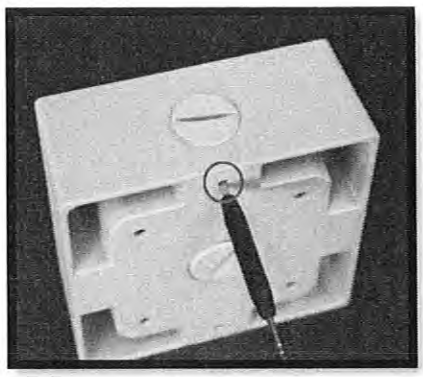


Image 15

Image 16

4. Connect ¾" NPT Conduit to Junction Box Adapter shown in **Image 16**.

5. Run Ethernet Cable and outside power cable (if necessary) through the Junction Box Adapter and connect to Megaview™ v1x pigtail cable.

6. Attach Megaview™ v1x to Junction Box Adapter as shown in **Image 16**.

MegaView™v1x Electrical Box Adapter (SV-EBA) Installation Instructions

Inside the box:

A. Electrical Box Adapter
B. Pack of four (4) machine screws

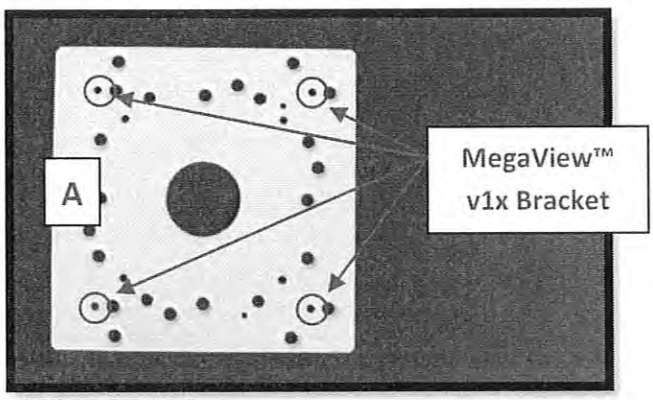


Image 17

Not included but needed:

- #2 Phillips head screw driver
- Common Electrical Box, such as single gang box, double gang box, or square electrical boxes shown in **Image 18-1~4**.

NOTE: SV-EBA also works with MD-WMT2, SV-WMT and D4S-WMT

1. Remove Electrical Box Adapter and hardware from the box.

2. Attach MegaView™ v1x bracket to Electrical Box Adapter.

3. Attach Electrical Box Adapter to Electrical Box.

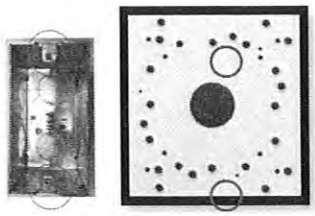


Image 18-1 Single gang box

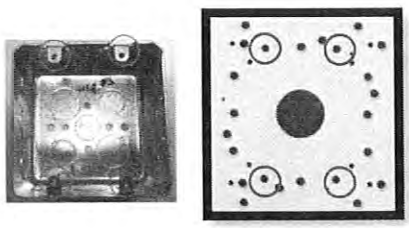


Image 18-2 Double gang box

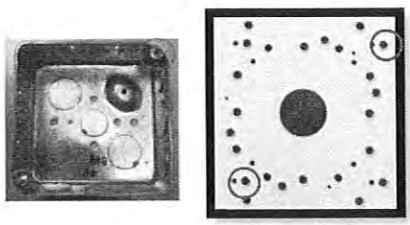


Image 18-3 Square box

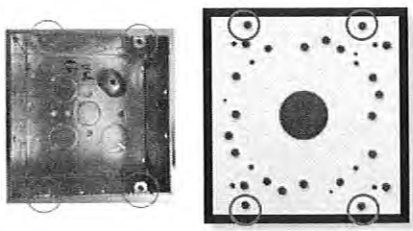


Image 16-4 Square box

MegaView™v1x Pole Mount Adapter (AV-PMA) Installation Instructions

Inside the box:

A. Pole Mount Adapter
B. 2x Small Steel Straps
C. 2x Large Steel Straps
D. Pack of four (4) machine screws (#8-32 5/8")

Not included but needed:

- #2 Phillips head screw driver
- SV-JBA (Junction box adapter)

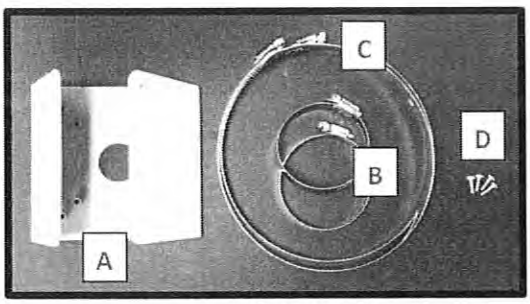


Image 19

1. Remove Pole Mount Adapter, steel Straps and hardware from the box.

2. Attach SV-JBA (Junction Box Adapter) to Pole Mount Adapter as shown in **Image 20**.

3. Remove the conduit plug on Junction box adapter and connect ¾" NPT Conduit to Junction Box Adapter shown in **Image 20-1**.

   NOTE: Use silicon or water pipe seal tape to make sure no water leakage between conduit pipe and junction box adapter.

4. Run the Ethernet cable and outside power cable (if necessary) through the Junction Box Adapter and connect to MegaView™ pigtail cable.

5. Attach MegaView™ bracket to Pole Mount Adapter as shown in **Image 21**.

6. Use the supplied two steel straps to attach the Pole Mount Adapter to the pole and tighten the compression screws as shown in **Image 21**.

7. To adjust MegaView™v1x bracket, please reference "**Mounting the Camera**", if needed.

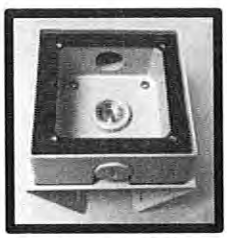


Image 20

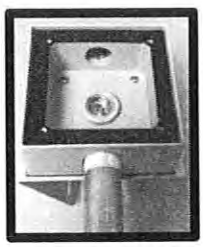


Image 20-1

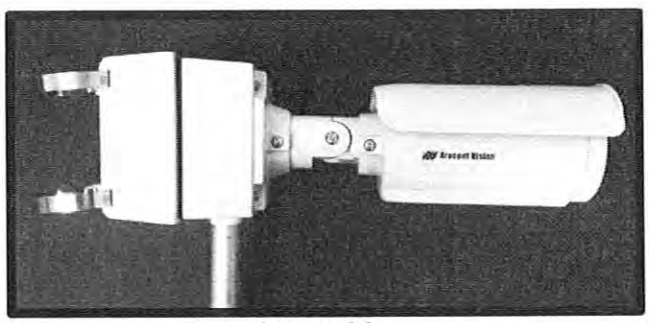


Image 21

MegaView™v1x Corner Mount Adapter (AV-CRMA) Installation Instructions

Inside the box:

A. Corner Mount Adapter
B. Pack of four (4) machine screws (#8-32 5/8"), twelve (12) screws, twelve (12) anchors, and twelve (12) washers

Not included but needed:

- #2 Phillips head screw driver
- SV-JBA (Junction box adapter)

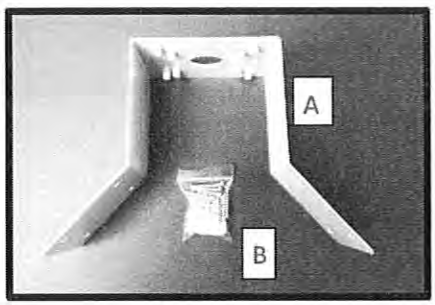


Image 22

1. Remove Corner Mount Adapter and hardware from the box.

2. Attach SV-JBA (Junction Box Adapter) to Corner Mount Adapter as shown in **Image 23**.

3. Remove the conduit plug on Junction box adapter and connect ¾" NPT Conduit to Junction Box Adapter shown in **Image 23-1**.

   NOTE: Use silicon or water pipe seal tape to make sure no water leakage between conduit pipe and junction box adapter.

4. Run the Ethernet cable and outside power cable (if necessary) through the Junction Box Adapter and connect to MegaView™ pigtail cable.

5. Attach MegaView™ bracket to Corner Mount Adapter as shown in **Image 24**.

6. Using the screws provided (or other hardware) to attach the Corner Mount Adapter to an exterior 90° corner wall.

7. To adjust MegaView™ bracket, please reference "**Mounting the Camera**", if needed.

Image 23

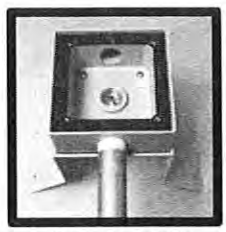


Image 23-1

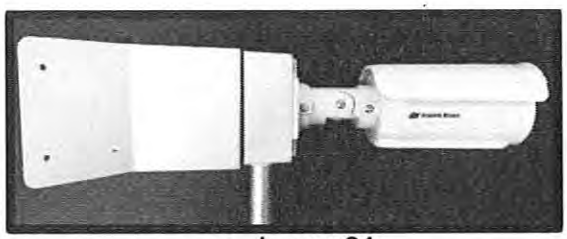
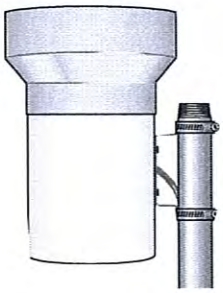


Image 24

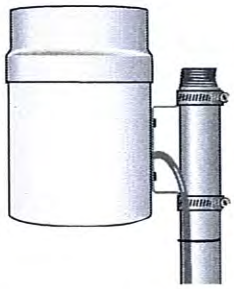
CAMPBELL SCIENTIFIC
WHEN MEASUREMENTS MATTER

TE525, TE525WS, and TE525MM

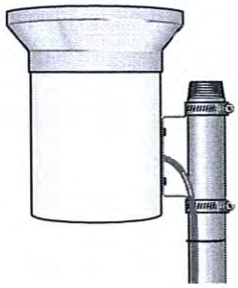
Texas Electronics Tipping Bucket Rain Gages



The TE525WS conforms to the National Weather Service recommendation for an 8-inch funnel orifice.



The TE525 is widely used in environmental monitoring applications.



The TE525MM measures rainfall in metric rather than US units.

Overview

The TE525-series tipping bucket rain gages are manufactured by Texas Electronics. They funnel precipitation into a bucket mechanism that tips when filled to a calibrated level. A magnet attached to the tipping mechanism actuates a switch as the bucket tips. The momentary switch closure is counted by the pulse-counting circuitry of Campbell Scientific dataloggers.

Benefits and Features

- High precision
- Integral bubble level
- Compatible with all Campbell Scientific dataloggers (including the CR200(X) series)
- Compatible with the CWS900-series interfaces, allowing it to be used in a wireless sensor network

Mounting

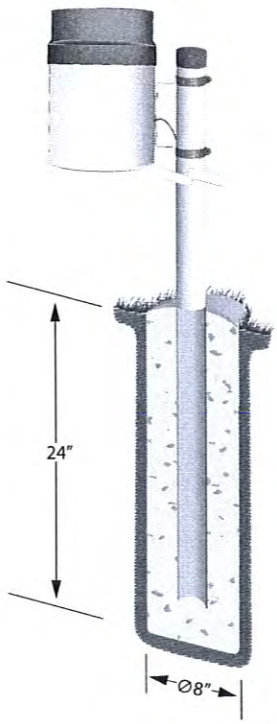
The TE525-series rain gages mount to a CM300-series Mounting Pole or a user-supplied 1.5 in. IPS pole. Several pedestal options are available to secure a CM300-series pole to the ground (see Ordering Information on page 2). Accurate measurements require the gage to be level.

Wind Screen

Campbell Scientific offers the 260-953 Wind Screen to help minimize the affect of wind on the rain measurements. This wind screen consists of 32 leaves that hang freely and swing as wind moves past them.

Snowfall Adapter

Campbell Scientific's CS705 Snowfall Conversion Adapter uses antifreeze to melt snow, allowing the TE525WS to measure the water content of snow. The CS705 cannot be directly used with either the TE525 or TE525MM. However, both the TE525 and TE525MM can be converted to a TE525WS by returning them to Campbell Scientific. For more information, refer to the CS705 brochure.



At left is a TE525 mounted onto a CM310 pole that is embedded directly in a concrete pad (-NP no pedestal base option).

Ordering Information

Tipping Bucket Raingages

Enter the cable length, in feet, after the -L. Recommended length is 25 ft, but many customers will order a 50 ft cable to place the gage away from the tower or tripod. Must choose a cable termination option.

TE525WS-L Tipping bucket with 8 inch diameter orifice and 0.01 in. tips.

TE525-L Tipping bucket with 6 inch diameter orifice and 0.01 in. tips.

TE525MM-L Tipping bucket with 24.5 cm diameter orifice and 0.1 mm tips.

Cable Termination Options (choose one)

-PT Cable terminates in stripped and tinned leads for direct connection to a datalogger's terminals.

-PW Cable terminates in a connector for attachment to a prewired enclosure.

-CWS Cable terminates in a connector for attachment to a CWS900-series interface. Connection to a CWS900-series interface allows this sensor to be used in a wireless sensor network.

-C Cable terminates in a connector for attachment to a CS110 Electric Field Meter or ET107 weather station.

-RQ Cable terminates in a connector for attachment to a RAWS-P Permanent Remote Automated Weather Station. This option is not offered for the TE525MM.

Mounting Poles

CM300 23 inch Mounting Pole with Cap

CM305 47 inch Mounting Pole with Cap

CM310 56 inch Mounting Pole with Cap

Pedestal Options for Mounting Poles (choose one)

-NP No Pedestal Base

-PJ CM340 Pedestal J-Bolt Kit

-PS CM350 Pedestal Short Legs (23 in. legs)

-PL CM355 Pedestal Long Legs (39 in. legs)

Common Accessories

CS705 Snowfall adapter for the TE525WS

10869 Four one-gallon containers of 50:50 PG:E Antifreeze; only U. S. ground shipments

CM270 CM270 Mounting Kit

260-953 Novalynx Alter-type Rain Gage Wind Screen

Specifications

	TE525	TE525WS	TE525MM
Sensor Type	tipping bucket/potted magnetic momentary contact reed switch		
Switch Ratings	30 Vdc at 2 A; 115 Vac at 1 A; closure time: 135 ms; bounce settling time: 0.75 ms		
Bucket Material	white powder coated spun aluminum		
Funnel Collector Material	gold anodized spun aluminum		
Screen Material	gold anodized spun aluminum		
Locking Snap Ring Material	stainless steel		
Operating Temperature	0° to +50°C (32° to 125°F)		
Resolution	1 tip		
Volume per Tip	4.73 ml/tip (0.16 fl. oz/tip)	8.24 ml/tip (0.28 fl. oz/tip)	4.73 ml/tip (0.16 fl. oz/tip)
Rainfall per Tip	0.01 in. (0.254 mm)		0.1 mm (0.004 in)
Accuracy	1.0% up to 2 in/hour (50 mm/hr)		
Knife Edge Funnel Collector Diameter	15.4 cm (6.1 in)	20.3 cm (8 in)	24.5 cm (9.7 in)
Height	24.1 cm (9.5 in)	26.7 cm (10.5 in)	29.2 cm (11.5 in)
Tipping Bucket Weight	0.9 kg (2 lb)	1 kg (2.2 lb)	1.1 kg (2.4 lb)
Cable	2-conductor shielded cable		
Cable Weight	0.1 kg (0.2 lb) per 10 ft length		
Warranty	three year		

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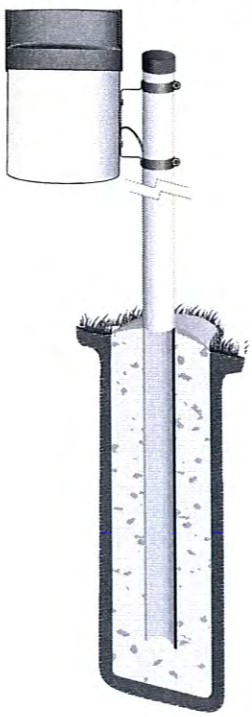
Campbell Scientific, Inc.
October 20, 2015

INSTRUCTION MANUAL

TE525 Tipping Bucket Rain Gage

Revision: 12/15



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Limited Warranty

The TE525, TE525WS, and TE525MM are warranted for thirty-six (36) months subject to this limited warranty:

"Products manufactured by CSI are warranted by CSI to be free from defects in materials and workmanship under normal use and service for twelve months from the date of shipment unless otherwise specified in the corresponding product manual. (Product manuals are available for review online at *www.campbellsci.com*.) Products not manufactured by CSI, but that are resold by CSI, are warranted only to the limits extended by the original manufacturer. Batteries, fine-wire thermocouples, desiccant, and other consumables have no warranty. CSI's obligation under this warranty is limited to repairing or replacing (at CSI's option) defective Products, which shall be the sole and exclusive remedy under this warranty. The Customer assumes all costs of removing, reinstalling, and shipping defective Products to CSI. CSI will return such Products by surface carrier prepaid within the continental United States of America. To all other locations, CSI will return such Products best way CIP (port of entry) per Incoterms ® 2010. This warranty shall not apply to any Products which have been subjected to modification, misuse, neglect, improper service, accidents of nature, or shipping damage. This warranty is in lieu of all other warranties, expressed or implied. The warranty for installation services performed by CSI such as programming to customer specifications, electrical connections to Products manufactured by CSI, and Product specific training, is part of CSI's product warranty. **CSI EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. CSI hereby disclaims, to the fullest extent allowed by applicable law, any and all warranties and conditions with respect to the Products, whether express, implied or statutory, other than those expressly provided herein.**"

Assistance

Products may not be returned without prior authorization. The following contact information is for US and international customers residing in countries served by Campbell Scientific, Inc. directly. Affiliate companies handle repairs for customers within their territories. Please visit *www.campbellsci.com* to determine which Campbell Scientific company serves your country.

To obtain a Returned Materials Authorization (RMA), contact CAMPBELL SCIENTIFIC, INC., phone (435) 227-9000. After an application engineer determines the nature of the problem, an RMA number will be issued. Please write this number clearly on the outside of the shipping container. Campbell Scientific's shipping address is:

CAMPBELL SCIENTIFIC, INC.
RMA#_____
815 West 1800 North
Logan, Utah 84321-1784

For all returns, the customer must fill out a "Statement of Product Cleanliness and Decontamination" form and comply with the requirements specified in it. The form is available from our website at *www.campbellsci.com/repair*. A completed form must be either emailed to *repair@campbellsci.com* or faxed to (435) 227-9106. Campbell Scientific is unable to process any returns until we receive this form. If the form is not received within three days of product receipt or is incomplete, the product will be returned to the customer at the customer's expense. Campbell Scientific reserves the right to refuse service on products that were exposed to contaminants that may cause health or safety concerns for our employees.

Safety

DANGER — MANY HAZARDS ARE ASSOCIATED WITH INSTALLING, USING, MAINTAINING, AND WORKING ON OR AROUND **TRIPODS, TOWERS, AND ANY ATTACHMENTS TO TRIPODS AND TOWERS SUCH AS SENSORS, CROSSARMS, ENCLOSURES, ANTENNAS, ETC**. FAILURE TO PROPERLY AND COMPLETELY ASSEMBLE, INSTALL, OPERATE, USE, AND MAINTAIN TRIPODS, TOWERS, AND ATTACHMENTS, AND FAILURE TO HEED WARNINGS, INCREASES THE RISK OF DEATH, ACCIDENT, SERIOUS INJURY, PROPERTY DAMAGE, AND PRODUCT FAILURE. TAKE ALL REASONABLE PRECAUTIONS TO AVOID THESE HAZARDS. CHECK WITH YOUR ORGANIZATION'S SAFETY COORDINATOR (OR POLICY) FOR PROCEDURES AND REQUIRED PROTECTIVE EQUIPMENT PRIOR TO PERFORMING ANY WORK.

Use tripods, towers, and attachments to tripods and towers only for purposes for which they are designed. Do not exceed design limits. Be familiar and comply with all instructions provided in product manuals. Manuals are available at www.campbellsci.com or by telephoning (435) 227-9000 (USA). You are responsible for conformance with governing codes and regulations, including safety regulations, and the integrity and location of structures or land to which towers, tripods, and any attachments are attached. Installation sites should be evaluated and approved by a qualified engineer. If questions or concerns arise regarding installation, use, or maintenance of tripods, towers, attachments, or electrical connections, consult with a licensed and qualified engineer or electrician.

General

- Prior to performing site or installation work, obtain required approvals and permits. Comply with all governing structure-height regulations, such as those of the FAA in the USA.
- Use only qualified personnel for installation, use, and maintenance of tripods and towers, and any attachments to tripods and towers. The use of licensed and qualified contractors is highly recommended.
- Read all applicable instructions carefully and understand procedures thoroughly before beginning work.
- Wear a **hardhat** and **eye protection**, and take **other appropriate safety precautions** while working on or around tripods and towers.
- **Do not climb** tripods or towers at any time, and prohibit climbing by other persons. Take reasonable precautions to secure tripod and tower sites from trespassers.
- Use only manufacturer recommended parts, materials, and tools.

Utility and Electrical

- **You can be killed** or sustain serious bodily injury if the tripod, tower, or attachments you are installing, constructing, using, or maintaining, or a tool, stake, or anchor, come in **contact with overhead or underground utility lines**.
- Maintain a distance of at least one-and-one-half times structure height, 20 feet, or the distance required by applicable law, **whichever is greater**, between overhead utility lines and the structure (tripod, tower, attachments, or tools).
- Prior to performing site or installation work, inform all utility companies and have all underground utilities marked.
- Comply with all electrical codes. Electrical equipment and related grounding devices should be installed by a licensed and qualified electrician.

Elevated Work and Weather

- Exercise extreme caution when performing elevated work.
- Use appropriate equipment and safety practices.
- During installation and maintenance, keep tower and tripod sites clear of un-trained or non-essential personnel. Take precautions to prevent elevated tools and objects from dropping.
- Do not perform any work in inclement weather, including wind, rain, snow, lightning, etc.

Maintenance

- Periodically (at least yearly) check for wear and damage, including corrosion, stress cracks, frayed cables, loose cable clamps, cable tightness, etc. and take necessary corrective actions.
- Periodically (at least yearly) check electrical ground connections.

WHILE EVERY ATTEMPT IS MADE TO EMBODY THE HIGHEST DEGREE OF SAFETY IN ALL CAMPBELL SCIENTIFIC PRODUCTS, THE CUSTOMER ASSUMES ALL RISK FROM ANY INJURY RESULTING FROM IMPROPER INSTALLATION, USE, OR MAINTENANCE OF TRIPODS, TOWERS, OR ATTACHMENTS TO TRIPODS AND TOWERS SUCH AS SENSORS, CROSSARMS, ENCLOSURES, ANTENNAS, ETC.

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TE525 Tipping Bucket Rain Gage

1. Introduction

The TE525 Tipping Bucket Rain Gage is an adaptation of the standard National Weather Service tipping bucket rain gage. It outputs a switch closure for each bucket tip. Three models are available:

- TE525 6 in. orifice 0.01 in. tip
- TE525WS 8 in. orifice 0.01 in. tip
- TE525MM 24.5 cm orifice 0.1 mm tip

2. Precautions

- READ AND UNDERSTAND the *Safety* section at the front of this manual.
- TE525-series tipping bucket rain gages are precision instruments that must be handled with care.
- Sensor is factory-calibrated and should not require field calibration. Refer to Section 9.2, *Maintenance (p. 11)*, for field calibration check and factory calibration.
- Debris filters, funnel, and bucket reservoirs should be kept clean.
- Santoprene® rubber, which composes the black outer jacket of the TE525 cable, will support combustion in air. It is used because of its resistance to temperature extremes, moisture, and UV degradation. It is rated as slow burning when tested according to U.L. 94 H.B. and passes FMVSS302. However, local fire codes may preclude its use inside buildings.

3. Initial Inspection

- Check the packaging and contents of the shipment. If damage occurred during transport, immediately file a claim with the carrier. Contact Campbell Scientific to facilitate repair or replacement.
- Check model information against the shipping documents to ensure the expected products and the correct lengths of cable are received (see Section 3.1, *Ships With (p. 1)*). Model numbers are found on each product. On cables and cabled items, the model number is usually found at the connection end of the cable. Report any shortages immediately to Campbell Scientific.

3.1 Ships With

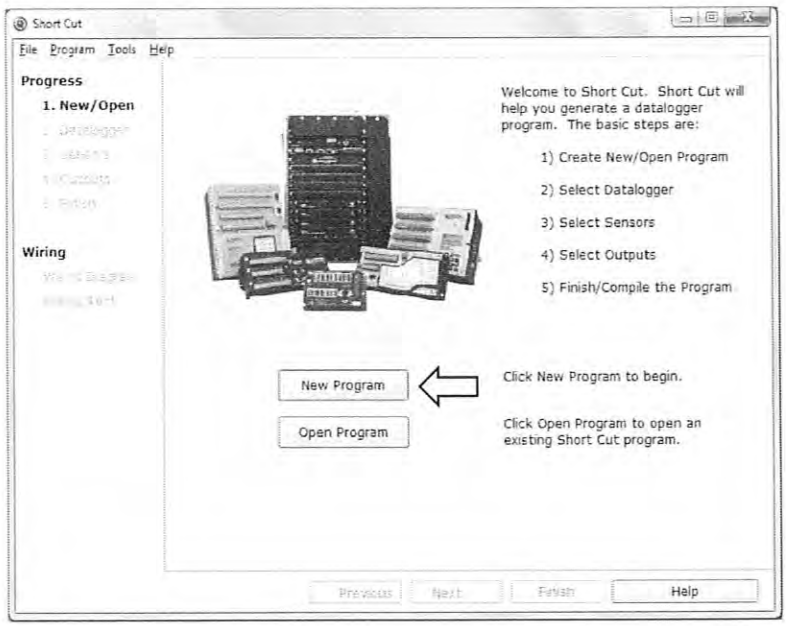
The TE525 ships with:

(1) Calibration sheet
(2) Hose clamps from original manufacturer
(1) *ResourceDVD*
(3) Screws from original manufacturer

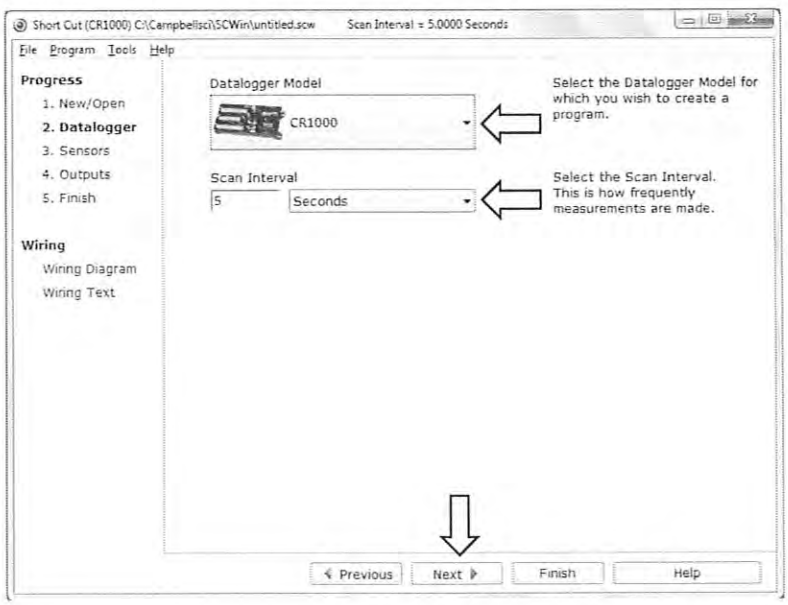
4. QuickStart

Short Cut is an easy way to program your datalogger to measure the TE525 and assign datalogger wiring terminals. *Short Cut* is available as a download on *www.campbellsci.com* and the ResourceDVD. It is included in installations of *LoggerNet*, *PC200W*, *PC400*, or *RTDAQ*. Use the following procedure to get started.

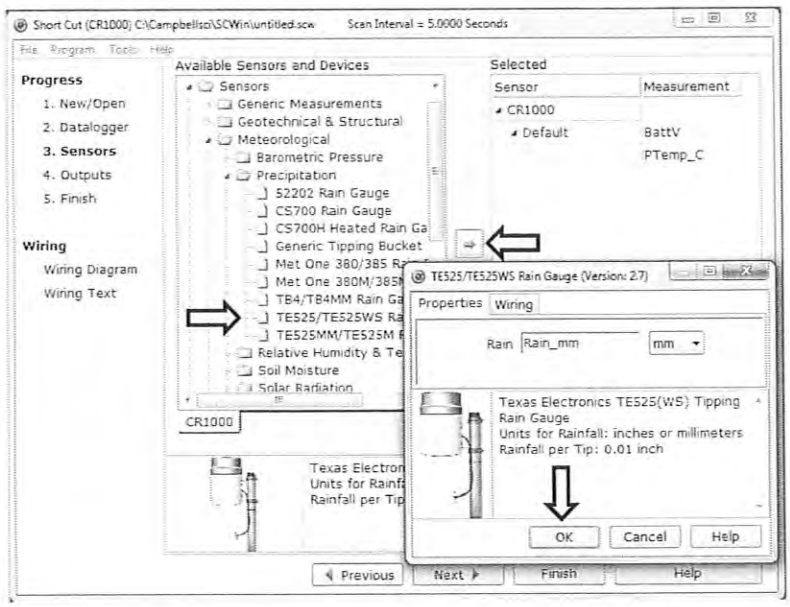
1. Open *Short Cut* and select **New Program**.



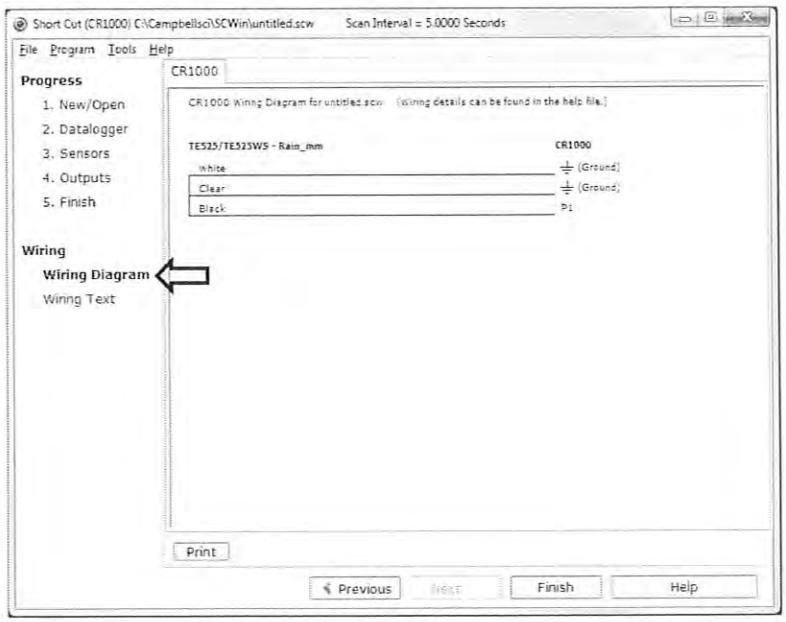
2. Select **Datalogger Model** and **Scan Interval** (default of **5** seconds is OK for most applications). Click **Next**.



3. Under the **Available Sensors and Devices** list, select the **Sensors | Meteorological | Precipitation** folder. Select **TE525/TE525WS Rain Gauge** or **TE525MM/TE525M Rain Gauge**, depending on which model you have. Click ➡ to move the selection to the **Selected** device window. Data defaults to millimeters. This can be changed by clicking the **mm** box and selecting **inch**.



4. After selecting the sensor, click **Wiring Diagram** to see how the sensor is to be wired to the datalogger. The wiring diagram can be printed now or after more sensors are added.



5. Select any other sensors you have, then finish the remaining *Short Cut* steps to complete the program. The remaining steps are outlined in *Short Cut Help*, which is accessed by clicking on **Help | Contents | Programming Steps.**

6. If *LoggerNet*, *PC400*, *RTDAQ*, or *PC200W* is running on your PC, and the PC-to-datalogger connection is active, you can click **Finish** in *Short Cut* and you will be prompted to send the program just created to the datalogger.

7. If the sensor is connected to the datalogger, as shown in the wiring diagram in step 6, check the output of the sensor in the datalogger support software data display to make sure it is making reasonable measurements.

5. Overview

TE525-series Tipping Bucket Rain Gages funnel precipitation into a bucket mechanism that tips when filled to a calibrated level. A magnet attached to the tipping mechanism actuates a switch as the bucket tips. The momentary switch closure is counted by the pulse-counting circuitry of Campbell Scientific dataloggers.

The TE525-series Tipping Bucket Rain Gages are manufactured by Texas Electronics and cabled by Campbell Scientific.

5.1 Wind Screen

Campbell Scientific offers the 260-953 Wind Screen to help minimize the effect of wind on rain measurements. This wind screen consists of 32 freely hanging leaves that swing as wind moves past them. Refer to the *260-953 manual* for siting information and the installation procedure.

5.2 Snowfall Adapter

Campbell Scientific's CS705 Snowfall Conversion Adapter uses antifreeze to melt snow, allowing the TE525WS to measure the water content of snow. The CS705 cannot be used with either the TE525 or TE525MM. However, both the TE525 and TE525MM can be converted to a TE525WS by returning them to Campbell Scientific (see *Assistance* page at the beginning of this document). Refer to the *CS705 manual* for siting information and the installation procedure.

6. Specifications

Features:

- High precision
- Compatible with all Campbell Scientific dataloggers
- TE525WS conforms to the National Weather Service recommendation for an 8-inch funnel orifice.
- TE525WS is directly compatible with the CS705 Snowfall Adapter, allowing it to measure the measure the water content of snow.

Sensor Type:	Tipping bucket/potted magnetic momentary-contact reed switch
Operating Temperature Range:	0 to 50 °C
Storage Temperature Range:	–40 to 70 °C
Switch Ratings:	30 Vdc at 2 A 115 Vac at 1 A
Closure Time:	135 ms
Bounce Settling Time:	0.75 ms
Materials	
Bucket:	white powder-coated spun aluminum
Funnel Collector:	gold anodized spun aluminum
Screen:	gold anodized spun aluminum
Locking Snap Ring:	stainless steel
Cable:	2-conductor shielded cable
Cable Weight:	0.1 kg (0.2 lb) per 10 ft

TABLE 6-1. Specification Comparisons

	TE525	TE525WS	TE525MM
Volume per Tip[1]	4.73 ml (0.16 fl. oz)	8.24 ml (0.28 fl. oz)	4.73 ml (0.16 fl. oz)
Rainfall per Tip	0.01 in (0.254 mm)	0.01 in (0.254 mm)	0.1 mm (0.004 in)
Resolution	1 tip	1 tip	1 tip
Accuracy	±1 % up to 1 in/hr +0, –3 % from 1 to 2 in/hr +0, –5 % from 2 to 3 in/hr	±1 % up to 1 in/hr +0, –2.5 % from 1 to 2 in/hr +0, –3.5 % from 2 to 3 in/hr	±1 % up to 10 mm/hr +0, –3 % from 10 to 20 mm/hr +0, –5 % from 20 to 30 mm/hr
Funnel Collector Diameter[2]	15.4 cm (6.060 in)	20.3 cm (8 in)	24.5 cm (9.7 in)
Height	24.1 cm (9.5 in)	26.7 cm (10.5 in)	29.2 cm (11.5 in)
Tipping Bucket Weight	0.9 kg (2 lb)	1 kg (2.2 lb)	1.1 kg (2.4 lb)

[1]The volume of water required to cause a tip in the TE525 and the TE525MM is the same. The difference in calibration is strictly due to funnel size.

[2]If the CS705 Snowfall Adapter or other eight-inch funnel is installed on these gages, refer to TABLE 7-2 for the multiplier. See Appendix E, *Changing Funnels with a Different Size* (*p. E-1*), before replacing funnels on any TE525 tipping bucket rain gage with a different size funnel.

7. Installation

If you are programming your datalogger with *Short Cut*, skip Section 7.1, *Wiring to Datalogger* (p. 6), and Section 7.2, *Datalogger Programming* (p. 6). *Short Cut* does this work for you. See Section 4, *QuickStart* (p. 2), for a *Short Cut* tutorial.

7.1 Wiring to Datalogger

TABLE 7-1. Wire Color, Function, and Datalogger Connection

Wire Color	Wire Function	Datalogger Connection Terminal for Pulse Channel Input	Datalogger Connection Terminal for Control Port Input[1]
Black	Pulse Output	**P**, **P_SW**, or **U** (pulse channel)	**C** (control port)
White	Ground	**AG** or ⏚ (analog ground)	**5 V** (on datalogger)
Clear	Shield	**AG** or ⏚ (analog ground)	**AG** or ⏚ (analog ground)

[1]Dataloggers capable of measuring pulse counts on their control ports include CR800-series, CR1000, and CR3000.

7.2 Datalogger Programming

Short Cut is the best source for up-to-date datalogger programming code. Programming code is needed when:

- Creating a program for a new datalogger installation
- Adding sensors to an existing datalogger program

If your data acquisition requirements are simple, you can probably create and maintain a datalogger program exclusively with *Short Cut*. If your data acquisition needs are more complex, the files that *Short Cut* creates are a great source for programming code to start a new program or add to an existing custom program.

NOTE *Short Cut* cannot edit programs after they are imported and edited in *CRBasic Editor*.

A *Short Cut* tutorial is available in Section 4, *QuickStart* (p. 2). If you wish to import *Short Cut* code into *CRBasic Editor* to create or add to a customized program, follow the procedure in Appendix A, *Importing Short Cut Code Into CRBasic Editor* (p. A-1). Programming basics for CRBasic dataloggers are provided in the following sections. Complete program examples for select dataloggers can be found in Appendix B, *Example Programs* (p. B-1).

The **PulseCount()** instruction programs CRBasic dataloggers (CR200(X), CR6, CR800, CR850, CR1000, CR3000, CR5000, CR9000(X)) to measure the TE525 rain gage.

```
PulseCount(Dest,Reps,PChan,PConfig,POption,Mult,Offset)
```

- Choose Switch Closure (code 2) for the *PConfig* parameter.
- The *Multiplier* parameter determines the units in which rainfall is reported (TABLE 7-2).

TABLE 7-2. Multipliers for Rain Measurement

Rain Gage	inches	millimeters
TE525	0.01	0.254
TE525WS	0.01	0.254
TE525MM	0.00394	0.1
TE525 or TE525MM w/8 in funnel	0.0057	0.1459

7.3 Siting

Mount the rain gage in a relatively level spot representative of the surrounding area. Ensure that the lip of the funnel is horizontal, at least 30 cm above the ground, and higher than the average snow depth. The ground surface around the rain gage should be natural vegetation or gravel, not paved.

Place the rain gage away from objects that obstruct the wind. The distance should be 2- to 4-times the height of the obstruction.

- The mounting pipe must be vertical. Use a torpedo level to stand it as vertical as possible.

- Take the funnel off of the top of the bucket and look inside toward the bottom of the bucket — notice the bubble level. Center the bubble level while mounting the bucket to the pipe. Replace the funnel and seat it completely when the installation is complete.

7.4 Mounting

The TE525 includes hose clamps to mount the gage to a 1- to 2-inch pipe. As an alternative for added stability and for better leveling capabilities, the CM270 leveling base could be used instead (FIGURE 7-3). This leveling base is included with the CM705 Snowfall Adapter but can also be purchased separately. For more information, see Appendix C, *CM270 Installation* (p. C-1).

CM300-series mounting poles provide a stainless steel 1.5 IPS vertical pole for mounting the TE525 rain gage. See FIGURE 7-1 for multiple base options.

Model	**Pole Length**
CM300	58 cm (23 in)
CM305	119 cm (47 in)
CM310	142 cm (53 in)

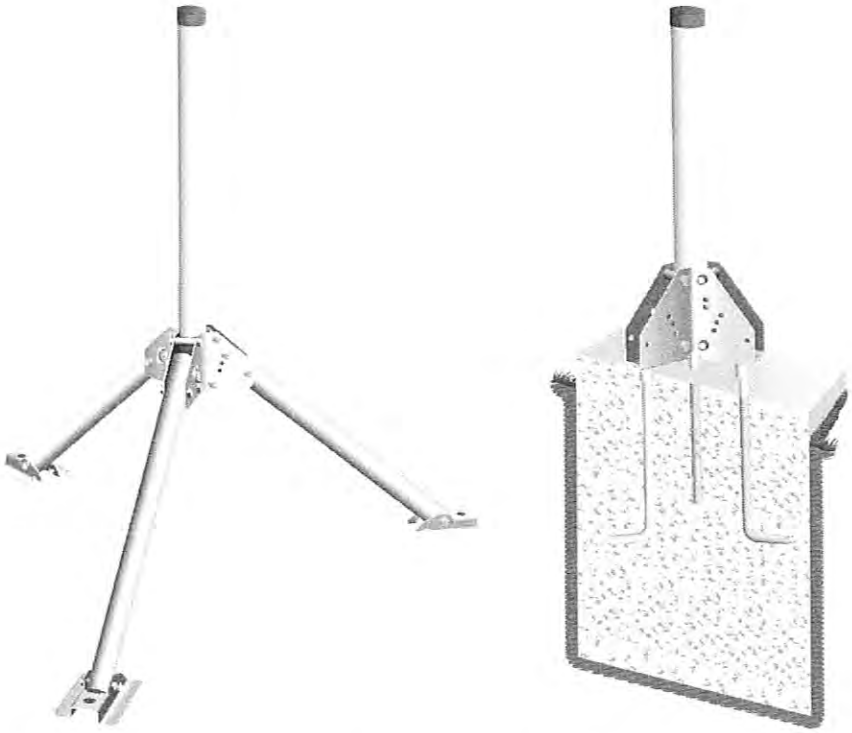


FIGURE 7-1. Mounting pole base options

Mount the gage with its lip at least 5 cm (2 in) above the post or pole (FIGURE 7-2). Level the rain gage after mounting it.

NOTE Before final leveling, press either end of the bucket down against its stop to make sure the bucket is NOT hung up in the center.

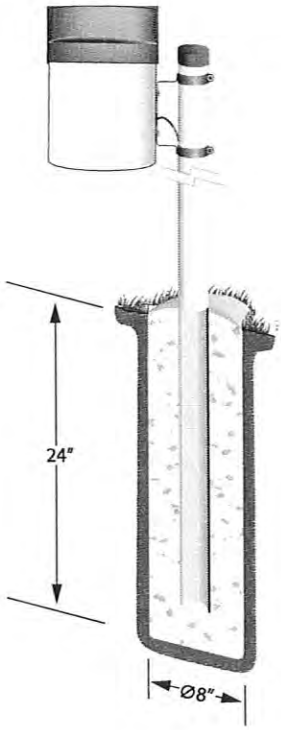


FIGURE 7-2. TE525 Tipping Bucket Rain Gage

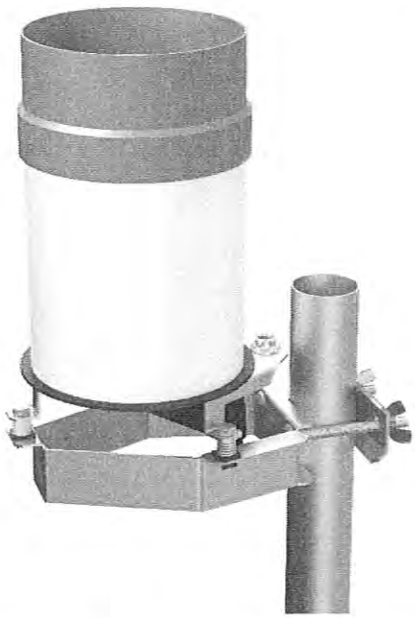


FIGURE 7-3. CM270 Rain Gage Mount attaches to the base of a TE525-series rain gage to give added stability

8. Operation

8.1 Sensor Schematic

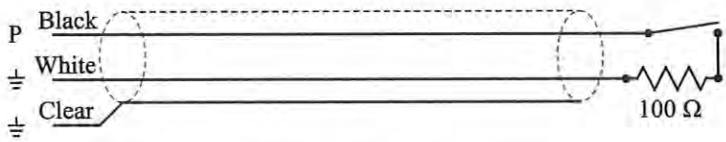


FIGURE 8-1. TE525-series Rain Gage schematic

8.2 Measurement

Campbell Scientific dataloggers measure TE525 rain gages by counting switch closures and converting the total to rainfall. The **PulseCount()** instruction employs dedicated pulse count accumulators, which continuously monitor the input signal, even when the datalogger is between program scans. To create a pulse, an internal 100 kΩ pull-up resistor pulls the pulse input to 5 Vdc when the switch is open, and a switch closure to ground pulls the input to 0 Vdc.

8.3 Long Cable Lengths

Long cables have appreciable capacitance between lines. A built-up charge could cause arcing when the switch closes, shortening switch life. A 100 Ω resistor is connected in series at the switch to prevent arcing by limiting current (FIGURE 8-1). Campbell Scientific installs this resistor on all current rain gages.

9. Troubleshooting and Maintenance

NOTE All factory repairs and recalibrations require a returned material authorization (RMA) and completion of the "Declaration of Hazardous Material and Decontamination" form. Refer to the *Assistance* page at the beginning of this manual for more information.

9.1 Troubleshooting

Symptom: No Precipitation

1. Check that the sensor is wired to the pulse channel specified by the **PulseCount()** instruction.

2. Verify that the *Configuration Code* (switch closure) and *Multiplier* parameters for the **PulseCount()** instruction are correct for the datalogger type.

3. Disconnect the sensor from the datalogger and use an ohm meter to do a continuity check of the switch. The resistance measured at the terminal block on the inside of the bucket between the black and white leads should vary from infinite (switch open) when the bucket is tipped, to less than an ohm (switch closed) when the bucket is balanced.

9.2 Maintenance

The funnel and bucket mechanism must be kept clean. Routinely check for and remove any foreign material, dust, insects, etc.

9.3 Calibration

A field calibration check is advised every 12 months.

Field Calibration Check:

1. Secure a metal can that will hold at least one quart of water.
2. Punch a very small hole in the bottom of the can.
3. Place the can in the top funnel of the rain gage and pour 16 fluid ounces (1 pint) of water into the can. (A 16 oz soft drink bottle filled to within 2.5 inches of the top may be used for a rough field calibration. An exact volume will allow for a more precise calibration.)
4. If it takes less than 45 minutes for this water to run out, the hole in the can is too large.
5. The following number of tips should occur:
   TE525, TE525MM 100 ± 3
   TE525WS 57 ± 2
6. Adjusting screws are located on the bottom adjacent to the large center drain hole. Adjust both screws the same number of turns. Rotation clockwise increases the number of tips per 16 oz. of water; counter clockwise rotation decreases the number of tips per 16 oz. of water. One half turn of both screws causes a 2% to 3% change.
7. Check and re-level the rain gage lid.

Factory Calibration:

If factory calibration is required, contact Campbell Scientific to obtain an RMA (see *Assistance* at front of manual).

10. Attributions and References

Santoprene® is a registered trademark of Exxon Mobile Corporation.

Campbell Scientific. 2012. *260-953 alter-type wind screen for tipping bucket rain gages: Instruction manual*. Campbell Scientific. *https://s.campbellsci.com/documents/us/manuals/260-953.pdf*

Campbell Scientific. 2015. *CS705 snowfall adapter: Instruction manual*. Campbell Scientific. *https://s.campbellsci.com/documents/us/manuals/cs705.pdf*

Appendix A. Importing Short Cut Code Into CRBasic Editor

This tutorial shows:

- How to import a *Short Cut* program into a program editor for additional refinement
- How to import a wiring diagram from *Short Cut* into the comments of a custom program

Short Cut creates files, which can be imported into *CRBasic Editor*. Assuming defaults were used when *Short Cut* was installed, these files reside in the C:\campbellsci\SCWin folder:

- .DEF (wiring and memory usage information)
- .CR6 (CR6 datalogger code)
- .CR1 (CR1000 datalogger code)
- .CR8 (CR800 datalogger code)
- .CR3 (CR3000 datalogger code)
- .CR2 (CR200(X) datalogger code)
- .CR5 (CR5000 datalogger code)
- .CR9 (CR9000(X) datalogger code)

Use the following procedure to import *Short Cut* code and wiring diagram into *CRBasic Editor*.

1. Create the *Short Cut* program following the procedure in Section 4, *QuickStart* *(p. 2)*. Finish the program and exit *Short Cut*. Make note of the file name used when saving the *Short Cut* program.

2. Open *CRBasic Editor*.

3. Click **File | Open**. Assuming the default paths were used when *Short Cut* was installed, navigate to C:\CampbellSci\SCWin folder. The file of interest has the .CR6, .CR1, .CR8, .CR3, .CR2, .CR5, or .CR9 extension. Select the file and click **Open**.

4. Immediately save the file in a folder different from C:\Campbellsci\SCWin, or save the file with a different file name.

NOTE Once the file is edited with *CRBasic Editor*, *Short Cut* can no longer be used to edit the datalogger program. Change the name of the program file or move it, or *Short Cut* may overwrite it next time it is used.

5. The program can now be edited, saved, and sent to the datalogger.

6. Import wiring information to the program by opening the associated .DEF file. Copy and paste the section beginning with heading "-Wiring for CRXXX–" into the CRBasic program, usually at the head of the file. After pasting, edit the information such that an apostrophe (') begins each line.

This character instructs the datalogger compiler to ignore the line when compiling.

Appendix B. Example Programs

The following example programs use a pulse channel to read the output from the rain gage. The CR1000 example will also work with the CR800, CR850, CR3000, and CR5000. CR9000(X) programming is similar to the CR1000 except for having an additional parameter in the **PulseCount()** instruction to specify the pulse module's slot.

B.1 CR1000 Pulse Channel Example Program

CRBasic Example B-1. CR1000 Pulse Channel Example Program

```
'Program records precipitation from one TE525 or TE525WS Rain Gage once a
'second and stores the total every 60 minutes

'Wiring Diagram
'==============
'TE525 or TE525WS

'  Wire
'  Color       Function            CR1000
'  -----       --------            ------
'  Black       Pulse Output        P1
'  White       Ground              AG*
'  Clear       Shield              AG*

'*AG = Analog Ground (represented by ground symbol on CR1000 wiring panel

'Declare the variables and units for the rain measurement
Public Rain_mm
Units Rain_mm=mm

DataTable(Table1,True,-1)
  DataInterval(0,60,Min,0)
  Totalize(1,Rain_mm,FP2,0)
EndTable

BeginProg
  Scan(1,Sec,1,0)
    PulseCount(Rain_mm,1,1,2,0,0.254,0)
    'For TE525MM Rain Gage, use multiplier of 0.1 in PulseCount instruction
    'Call Data Table
    CallTable(Rain)
  NextScan
EndProg
```

B.2 CR200(X) Series Example Program

CRBasic Example B-2. CR200(X) Series Example Program

```
'Program records precipitation from one TE525 or TE525WS Rain Gage once a
'second and stores the total every 60 minutes

'Wiring Diagram
'==============
'TE525 or TE525WS

'  Wire
'  Color      Function          CR1000
'  -----      --------          ------
'  Black      Pulse Output      P1
'  White      Ground            AG*
'  Clear      Shield            AG*

'*AG = Analog Ground (represented by ground symbol on CR200(X) wiring panel

'Declare the variables and units for the rain measurement
Public Rain_mm
Units Rain_mm=mm

'Define Data Tables
DataTable(Rain,True,-1)
  DataInterval(0,60,Min)
  Totalize(1,Rain_mm,0)
EndTable

'Main Program
BeginProg
  Scan(1,Sec)
    'TE525/TE525WS Rain Gage measurement Rain_mm:
    PulseCount(Rain_mm,P_SW,2,0,0.254,0)
    'For TE525MM Rain Gage, use multiplier of 0.1 in PulseCount instruction
    'Call Data Tables and Store Data
    CallTable(Rain)
  NextScan
EndProg
```

B.3 CR1000 Control Port Example Program

CRBasic Example B-3. CR1000 Control Port Example Program

```
'Program records precipitation from one TE525 or TE525WS Rain Gage once a
'second and stores the total every 60 minutes

'Wiring Diagram
'==============
'TE525 or TE525WS
'
'  Wire
'  Color       Function            CR1000
'  -----       --------            ------
'  Black       Pulse Output        C8
'  White       Ground              AG*
'  Clear       Shield              AG*

'*AG = Analog Ground (represented by ground symbol on CR200(X) wiring panel

'Declare Public Variables and Units
Public Rain_mm
Units Rain_mm=mm

DataTable (Rain,True,-1)
  DataInterval (0,60,Min,0)
  Totalize (1,Rain_mm,FP2,0)
EndTable

'Main Program
BeginProg
  Scan (1,Sec,1,0)

    PulseCount (Rain_mm,1,18,2,0,.254,0)
'For TE525MM Rain Gage use multiplier of 0.1 in PulseCount Instruction.
CallTable (Rain)
  NextScan
EndProg
```

Appendix C. CM270 Installation

Tools needed:

- Open-end wrench, 7/16-inch open-ended wrench, or 7/16-inch socket wrench
- Long #2 Phillips Screwdriver

Remove manufacturer's mounting hardware:

1. Remove the three feet mounted on the bottom of the rain gage.
2. Remove the side bracket, but keep the screws.
3. Place the side bracket screws into the rain gage and tighten. This keeps debris out of the threaded holes.

Do the following to assemble the mounting bracket. FIGURE C-1 and FIGURE C-2 show the bracket components and the proper assembly.

1. Remove the components from the shipping bag. To assemble the bracket, you will need the bottom plate, V-shaped plate, S-shaped plate, three bolts, two leveling springs, and cylindrical spacer. The bottom plate should come with three black nylon grommets mounted into it, and the pole mounting hardware attached to it.
2. Place the leveling springs over the bottom plate's side grommets.
3. Place the V-shaped plate onto the bottom plate. The V-shaped plate's legs should be on the leveling springs and the bubble level should be next to the pole-mounting hardware.
4. Use two bolts to secure the V-plate legs to the bottom plate (with the springs sandwiched between the two plates). Initially finger tighten the bolts and then use a wrench to further tighten them.

CAUTION Do not compress the springs at this time.

5. Place the cylindrical spacer on the bottom plate's front grommet.
6. Place the S-shaped plate on the spacer and use the bolt to secure it to the bottom plate. Initially finger tighten the bolt and then use a wrench to further tighten. Leave it a bit loose.

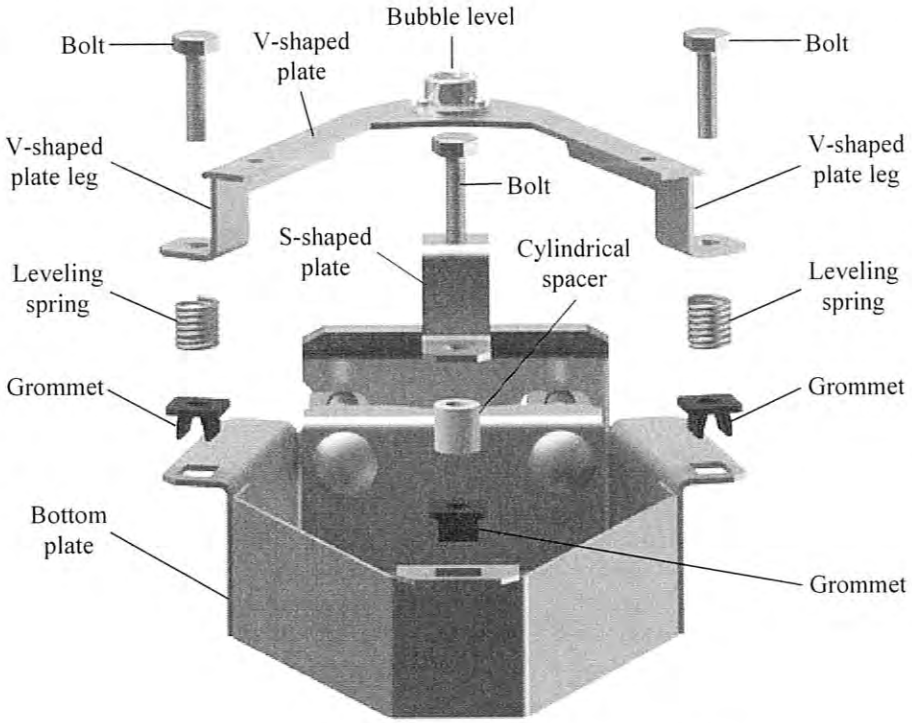


FIGURE C-1. Exploded view of the CM270 Mounting Bracket Kit

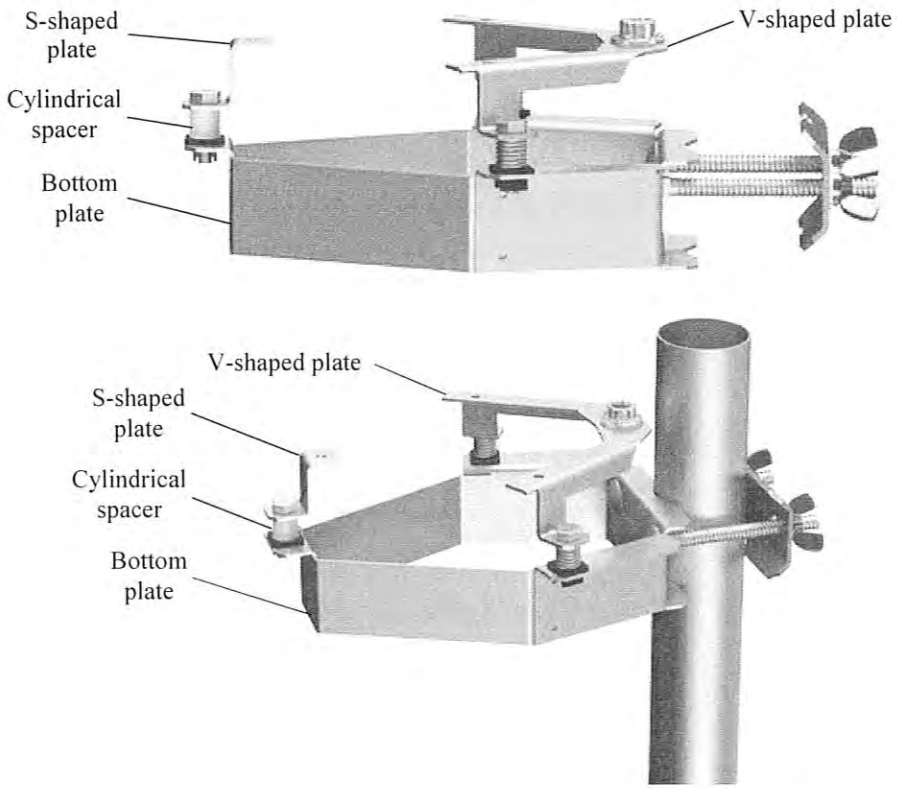


FIGURE C-2. Two views of an assembled CM270

Do the following to mount the tipping bucket rain gage to the CM270 bracket (FIGURE C-3):

NOTE Follow this procedure to ensure that the tipping bucket is mounted correctly. The adjustment screws for the tipping mechanism will not be accessible if it is mounted incorrectly.

1. Turn the rain gage upside down and set it on a hard surface such as a table top.

2. Place the mounting bracket on the bottom of the bucket. Line up the three holes in the mounting bracket with the three holes used for the mounting feet. When positioned correctly, the tipping bucket's cable will be near the bubble level and pole mounting hardware.

3. Use the three self-tapping screws and a long Phillips screwdriver to securely fasten the mounting bracket to the bottom of the tipping bucket.

4. Flip the assembly over and tighten the bolt that uses the cylindrical spacer. The bolts securing the leveling springs need to remain loose to allow leveling when the bracket is mounted to the pole or mast.

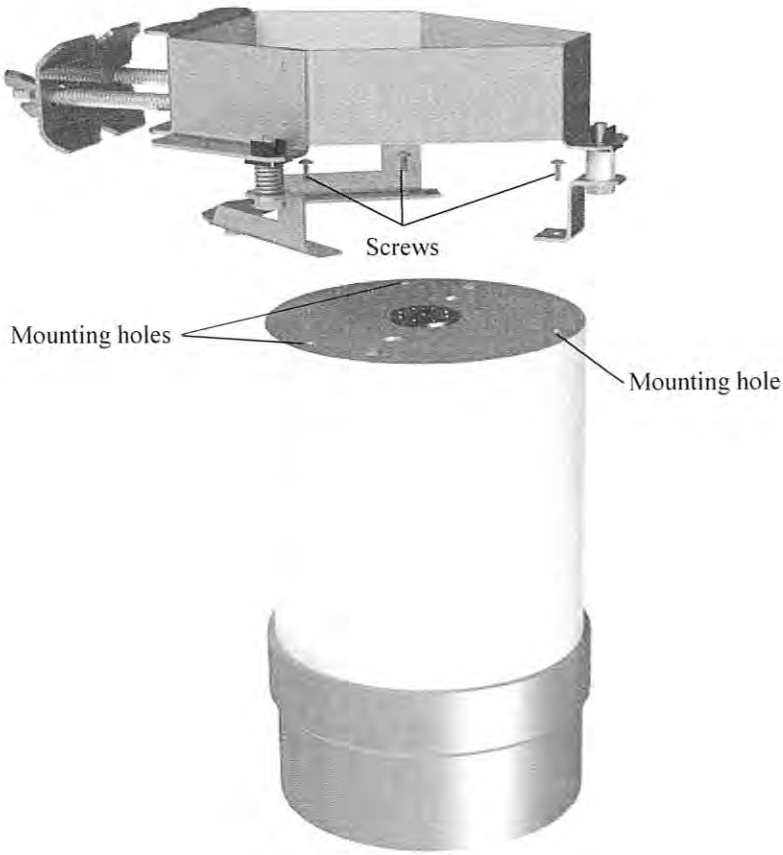


FIGURE C-3. Mounting CM270 to the rain gage

Attach the mounting bracket/tipping bucket assembly to the mounting pipe or mast:

1. Install and level the mounting pipe or mast.

2. Loosen the mounting bracket's wingnuts and slide the assembly over the pipe. If necessary, the pole mounting hardware can be removed to get the bolts around the pipe. If this is necessary, to reassemble, put the mast clamp on first followed by the flat washer, lock washer, and wingnut. See FIGURE C-4.

3. Tighten the assembly onto the pipe, while ensuring that nothing is blocking the top of the rain gage.

4. Adjust the two bolts on the leveling springs until the bubble in the level is inside the bullseye.

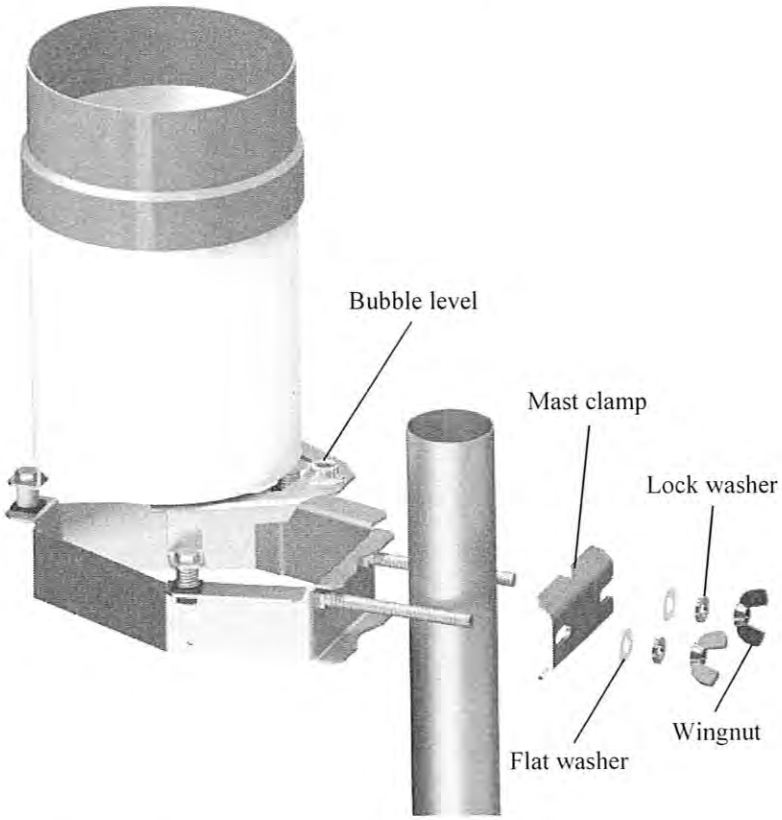


FIGURE C-4. CM270 pipe mounting (exploded view)

Appendix D. Installation of Texas Electronics Rain Gage Funnel Band

D.1 Introduction

Texas Electronics recommends using their rain-gage funnel band (pn 31641) for all installations. This EPDM rubber band resists weathering conditions. It has a width of 6.35 cm (2.5 in) and a length of approximately 22.86 cm. The band secures the funnel to the rain gage during high winds.

NOTE This appendix shows the installation of the rain-gage funnel band on a TE525 and TE525MM. The TE525WS funnel is similar to a TE525MM funnel.

D.2 Installation

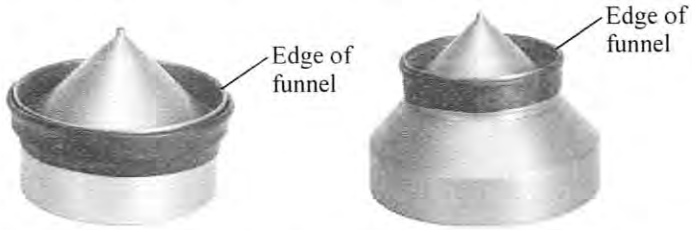
NOTE Install the funnel band in the field. The small rubber band securing the tipping bucket, which protects it during shipping, is removed in this procedure.

1. Remove the funnel from the top of the rain gage. Do not remove the copper clips (3) that mount between the funnel and the rain gage.

2. Remove the funnel band from the plastic bag.

3. Turn the funnel over on a flat surface. Carefully work the band onto the bottom of the funnel. Work the band down around the funnel incrementally — some on one side, then some on the opposite side, and so forth, continuing to work around the funnel. Proceed until half the width of the band is on the funnel.

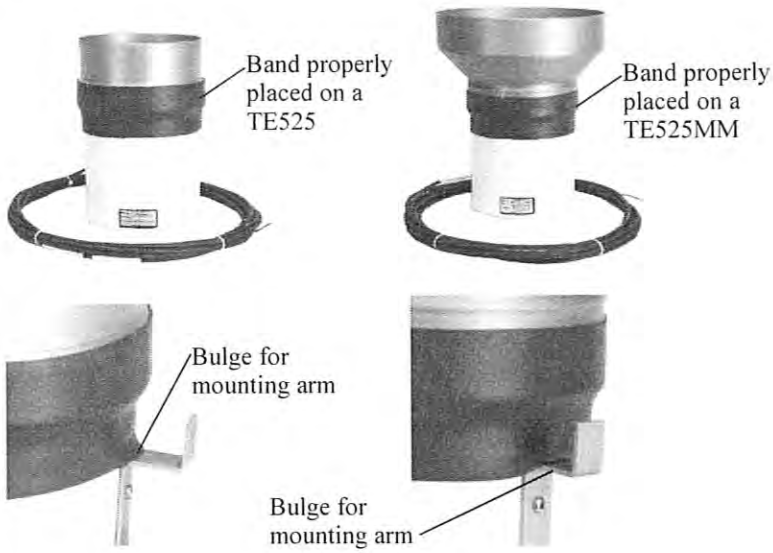
4. Fold the band over and onto itself. Make sure the band is folded completely away from the edge of the funnel.



5. Remove the smaller rubber band that secures the tipping mechanism on the inside of the rain gage.

6. Seat the funnel back on to the rain gage, and push the funnel all the way down so it is fully seated on the main body.

7. Carefully unroll the band down over the main body so that approximately 2.5 cm (1 in) of the band is on the funnel and the rest is on the main body. Be careful that the funnel does not slip up during this process and remains seated. The band will have a slight bulge where it meets the side mounting arm.



CAUTION Do not cut the band to fit around the side mounting arm.

Appendix E. Changing Funnels with a Different Size

E.1 TE525 and TE525MM

The TE525 and TE525MM rain gages use the same tipping mechanism that is calibrated to tip with the same amount of water. Changing the funnel does not necessitate changing the tipping mechanism, but it does require changing the multiplier in the datalogger program to match the funnel size. See TABLE 7-2, *Multipliers for Rain Measurement* (p. 7), for the correct multiplier.

E.2 TE525WS

The TE525WS rain gage uses a different tipping mechanism that is calibrated differently than the TE525 or TE525MM. The tipping mechanism must be replaced to work with a TE525 or TE525MM funnel. Send the rain bucket into the Campbell Scientific repair department for modifications. Contact Campbell Scientific to obtain an RMA (see *Assistance* at front of manual).

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Please visit www.campbellsci.com to obtain contact information for your local US or international representative.

ATTACHMENT M – TECHNICAL SPECIFICATIONS

CITY OF PORT ST. LUCIE

A-19 WATER CONTROL STRUCTURE AUTOMATION CONTRACTION PROJECT

Sealed Electronic Bid # 20160115
(E-BID)

TECHNICAL SPECIFICATIONS

ROADWAY, DRAINAGE, GRASSING, UTILITIES

Paragraph	Description
1	Standard Specifications
2	Scope Of Work
3	Measurement And Basis Of Payment
4	Utilities
5	Project Schedule
6	Borrow And Waste
7	Geotechnical/Concrete Testing
8	Survey Work, Construction Layout, and As-Built Drawings
9	Water Resources
10	Fish And Wildlife Resources
11	Erosion And Sediment Control Measures
12	Environmental Protection
13	Control And Disposal Of Waste
14	Dust Control
15	Dewatering for Construction Activities
16	Floating and Staked Turbidity Barriers
17	Rock Pad (8" Thick, #57 Stone with Fabric, Control Panel Pad)
18	Removal of Existing Structures/Demolition
19	Fencing
20	Aluminum Slide Gates
21	Electric Motor Actuator/Electrical
22	CCTV Camera System
23	Gate Control Panel Connections/Programming/Electrical
24	Performance Turf (Sod)
25	Performance Turf (Hydroseed)
26	Riprap (Ditch Lining)
27	Riprap (Bank and Shore)
28	Utilities (PSLUSD)
29	Lighting System
30	Weather Station
31	Refurbish Sheet Pile Weir (Sandblast & Protective Coating)
32	Refurbish Sheet Pile Weir (Steel Plate Repair)
33	Cleaning and Sealing Concrete Cap (Siloxane Penetrant Sealer)

1. **STANDARD SPECIFICATIONS** - All work shall conform to the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" (2015 Edition), unless stated otherwise. Any reference in the FDOT Standard Specifications to the ENGINEER or Department shall mean the ENGINEER on this project. Specific references are made to certain portions of the FDOT Standard Specifications to facilitate the CONTRACTOR.

   Any reference to "FDOT Standard Indexes" shall mean the FDOT Design Standards (2015 Edition).

2. **SCOPE OF WORK** - It is the general intent that the CONTRACTOR is responsible for dewatering of the areas on the upstream and downstream sides of the A-19 Control Structure to remove and replace the three (3) existing operable gates, refurbish both sides of the existing steel sheet piling, clean and seal the existing concrete cap, restore the adjacent channel, and rip-rap areas. The CONTRACTOR will also be responsible for the installation, testing and adjusting of automatic electric motor actuators onto the three (3) replacement operable gates, a pole mounted CCTV camera for viewing the gates operation, contractor designed site lighting, a rain gage, a downstream water level monitoring sensor and all necessary electrical conductor, conduit, and necessary connections, programming, and other items as necessary to provide a remotely operational automatic gate actuator system. The CONTRACTOR is also responsible for providing building department permitting for the project.

   A control panel and upstream water level monitoring sensor is currently installed at the site. The control panel is connected to one water level sensor at the project site and interconnected to allow remote monitoring. The CONTRACTOR will be responsible for the replacement of the existing Programmable Logic Controller inside the existing control panel with the City of Port St. Lucie Utilities System Department current standard controller (M340) and all programming to allow continued real time remote observation and the connections to the camera, electric motor actuators, and water level monitoring systems and operation of the electric motor operators. The CONTRACTOR is also responsible for providing the additional programming to allow the actuators to operate automatically.

3. **MEASUREMENT AND BASIS OF PAYMENT**

   A. Progress Payments

      1. Measurement of quantities for progress payments shall be made by the CONTRACTOR. Such measurements are subject to the CITY's and ENGINEER's review and correction.

      2. Measurements for progress payments shall be made on in-place quantities in accordance with the Contract Form General Requirements. Requests for partial payment for materials on order, in warehouse or yard, or stockpiled on the project site will be accepted or denied at the CITY's discretion.

3. No item will be accepted for progress payment until all required testing has been successfully completed.

B. Final Payment

1. Final payment will not be made on any portion of the contract until the entire scope of work under this contract is complete.

4. **UTILITIES** - The CONTRACTOR shall be required to coordinate all work when necessary with the various utility companies in order that utility service may be maintained. The CONTRACTOR shall exercise due caution when working adjacent to such utilities. Any damage to the utilities resulting from the CONTRACTOR's operations shall be repaired at his expense. The ENGINEER has reflected on the plans those utilities he is aware of. The locations shown are approximate only. Any work involving conflict with utility companies shall be coordinated promptly without any delay to the project.

5. **PROJECT SCHEDULE** - Within twenty-one (21) calendar days after the execution of the Contract, or at the pre-construction meeting whichever is earlier, CONTRACTOR shall submit for approval, three (3) copies of a schedule of work showing in detail satisfactory to the ENGINEER and CITY, the order in which the CONTRACTOR proposes to carry on the work, the interdependence of activities, the date on which it will start the individual activities, including procurement of materials, plans and equipment, submission and receipt of shop drawings, duration, monetary value, resource allocation, earliest and latest starting and completion dates for each operation. The schedule shall be in the form of progress chart of suitable scale to indicate appropriately the percentage of work schedule for completion at any time. All activities are to be described so that the work is readily identifiable and the progress on each activity can be readily measured. The schedule shall be prepared in such a manner that all elements are contained on the schedule diagram (i.e., Early Start, Late Start, Early Finish, Late Finish and Duration). Separate detail sheets containing this information are not acceptable. If CONTRACTOR elects to use a computer generated critical path method schedule (CPM) the selected software and output format (including size, color, order, etc.) is to be approved and accepted by the CITY and ENGINEER before CPM preparation. The schedule shall be accompanied by a working plan which is a concise written description of CONTRACTOR's construction plan. This plan shall include but not be limited to the phasing, sequence, identification of work crews and summary of the work. CONTRACTOR shall resubmit revised schedule whenever requested to comply with such comments as may be required by the ENGINEER and CITY.

   CONTRACTOR shall enter on the above-mentioned chart the actual progress accompanied with a written description at monthly intervals and shall immediately deliver to the CITY and ENGINEER three (3) copies thereof along with each progress payment request. If CONTRACTOR fails to submit a progress schedule within the time here prescribed, the CITY may withhold approval of progress payment request until such time as CONTRACTOR submits the required progress schedule.

   If a majority of the activities have a float period less than ten (10) days, then the CONTRACTOR must provide complete details on the resource allocation as requested by the CITY and ENGINEER.

The CONTRACTOR must provide letters from his sub-contractors that indicate their acceptance of the proposed schedule.

The CONTRACTOR shall submit a concise written explanation of the schedule impacts attached to the delay claim and the next schedule update.

All material, labor and equipment required to perform the work effort for this item shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this contract, with no additional cost to be incurred by the CITY.

6. **BORROW & WASTE -** If available, sources of borrow for this project are identified in the Special Conditions. Any borrow needed for this project shall be provided by the CONTRACTOR at no additional expense to the CITY. Unless specified otherwise by the CITY, waste material shall be disposed of at an appropriate disposal facility.

7. **GEOTECHNICAL/CONCRETE TESTING -** Testing shall be at the expense of the CITY, except that any test not meeting specification requirements shall be charged to the CONTRACTOR. An Independent Testing Laboratory shall be selected by the CITY to provide testing services as directed by the CITY and ENGINEER. The testing laboratory shall mail a copy of all test reports directly to the CONTRACTOR with a copy to the CITY and ENGINEER. The CONTRACTOR shall forward all sign and sealed test reports for materials and components to the CITY and ENGINEER. Test reports shall include the following data:

   A. Project Name and No.
   B. Engineer's Name
   C. CITY's Name
   D. CONTRACTOR's Name
   E. Date of Sampling
   F. Technician Sampling
   G. Date of Testing
   H. Technician Testing
   I. Test Results
   J. Specification Requirements
   K. Whether or Not Test Meets Specification Requirements
   L. Signature of Supervising Professional Engineer

   The CONTRACTOR shall notify the CITY and ENGINEER when he has portions of the work ready for testing. The CONTRACTOR shall be responsible for contracting and scheduling all testing through the CITY's selected testing facility.

   The CONTRACTOR shall provide for testing of all work efforts in accordance with the appropriate FDOT Standards.

   The CONTRACTOR shall be responsible for scheduling all testing required through the CITY's independent Geotechnical Engineer and Testing Laboratory. The CONTRACTOR shall give the CITY, ENGINEER (CEI) and the Geotechnical Engineer at least one (1) day's

prior notice of readiness of the work for all required inspections, tests or approvals. Should standby time occur by the testing field technician, time in excess of one (1) hour waiting for scheduled work to be completed prior to performing any required test per working day will be charged directly to the CONTRACTOR, unless previously approved by CITY. Any test not meeting specification requirements shall be charged directly to the CONTRACTOR.

8. **SURVEY WORK, CONSTRUCTION LAYOUT, AND AS-BUILT DRAWINGS -** Construction layout for horizontal and vertical control shall be performed by the CONTRACTOR. Horizontal and vertical control points are shown on the Construction Plans. CONTRACTOR shall keep one record copy of all specifications, prints, drawings, addenda, modifications and shop drawings at the site in order, and annotated to show all changes made during the construction process. CONTRACTOR shall provide ENGINEER and CITY one (1) digital file in AutoCAD format of the As-Built drawings for the entire project as well as six sets of prints signed and sealed by a licensed surveyor. The ENGINEER will provide a CADD drawing in AutoCAD as a basis for the record drawings. The As-Built drawings are to be delivered by the CONTRACTOR to the CITY and ENGINEER within seven (7) days of Final Completion. This is critical for the certification of the facilities to the CITY and various regulatory agencies. Final payment will not be made until As-Built drawings are received and approved by the CITY.

9. **WATER RESOURCES** - The CONTRACTOR shall not discharge without permit into the waters of lakes, rivers, canals, waterways and ditches, any fuels, oils, bitumen's, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The CONTRACTOR shall be responsible for investigating and complying with all applicable federal, state and local laws and regulations governing pollution of waters. All work under this contract shall be performed in such a manner that objectionable conditions will not be created in waters through or adjacent to the project areas. If a violation is noted during construction, all construction shall cease until the condition is corrected, at no additional cost to the CITY.

   The CONTRACTOR shall exercise extreme care to minimize degradation of water quality at the site. All necessary provisions shall be taken to ensure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code. Adequate silt containment procedures and equipment shall be used to control turbidity within state standards.

   When required by any Governmental Agency, the CONTRACTOR shall make water quality measurements and submit to Agency, CITY and ENGINEER, in addition to those required herein, assuring construction operations are in compliance with the Standards of 17-3, F.A.C. All water quality measurements shall conform to the test methods specified in Chapter 40, Part 136 of the Code of Federal Regulations.

   If any waste material is dumped in unauthorized areas, the CONTRACTOR shall remove the material and restore the area to the condition of the adjacent undisturbed area. If necessary, contaminated ground shall be excavated, disposed of as directed by the CITY and ENGINEER and replaced with suitable fill materials, compacted and finished with topsoil, all at the expense of the CONTRACTOR.

All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

10. **FISH AND WILDLIFE RESOURCES** - The CONTRACTOR shall at all times perform all work and take such steps required to prevent any interference or disturbance to fish and wildlife. The CONTRACTOR shall not be permitted to alter water flows or otherwise significantly disturb native habitat adjacent to the project area which are critical to fish and wildlife except as may be indicated or specified.

    All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

11. **EROSION AND SEDIMENT CONTROL MEASURES** - Earthwork brought to final grade shall immediately be finished as indicated and specified. All earthworks shall be planned and conducted in such a manner as to minimize the duration of exposure of unprotected soils. Protection to erosion shall be furnished by grassing exposed slopes and unprotected soils.

    Such methods as may be necessary shall be utilized on areas to effectively prevent erosion and control sedimentation.

    The CONTRACTOR shall employ adequate silt containment measures and/or procedures during construction activities to control turbidity within the limits required by local, state and/or federal law and/or permit requirements.

    Separate pay items for some Temporary Erosion control items are included in this Contract. The quantities to be paid under these items will be for the contract Unit Bid price for the specific item. When other items for temporary erosion control are needed, but no provision has been made for separate items in this Contact, all materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

    The CONTRACTOR shall, as "operator of the facility" obtain an NPDES permit through the Florida Department of Environmental Protection for the Project. The ENGINEER'S erosion control plan is an example of items that partially may be needed to prevent erosion. The CONTRACTOR is responsible to enhance these items as needed to comply with the NPDES and State Water Quality Guidelines. Any enhancements are considered incidental to the cost of Erosion / Sediment Control. The CONTRACTOR is responsible for any fees associated with the NPDES permitting process. (The CONTRACTOR shall further; provide, install, maintain, monitor, and remove the required erosion and sediment control measures on and around the project site as needed to prevent pollution of water, detrimental effects to public or private property or damage to the work of the project. CONTRACTOR shall Construct and maintain temporary erosion control features or, where practical, construct and maintain permanent erosion control features as shown in the plans or as may be directed by the CITY and ENGINEER). The CONTRACTOR shall use temporary erosion and water pollution

control features that consist of, but are not limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity barrier, temporary pipe plugs, staked turbidity barrier and silt fence.

All required NPDES monitoring and inspection requirements shall be considered incidental to the cost of construction.

12. **ENVIRONMENTAL PROTECTION** - In order to prevent and to provide for abatement and control of any environmental pollution arising from the work of the CONTRACTOR and his Subcontractors in the performance of this Contract, the CONTRACTOR shall comply with all applicable federal, state and local laws and regulations concerning environmental pollution control and abatement, and all applicable provisions of the Army Corps of Engineers manual, EM 385-1-1, entitled General Safety Requirements, in effect on the date of the work, as well as the specifications, including the Corps of Engineers and Florida Department of Environmental Protection permits, if applicable to this project.

    The CONTRACTOR shall provide and maintain environmental protection during the term of the Contract. Environmental protection measures shall be provided to control pollution that develops during normal earthwork, dredging and/or construction practices. The CONTRACTOR's operations shall comply with all federal, state, and local regulations pertaining to water, air, solid waste and noise pollution. Compliance with the provisions of this Specification by Subcontractors shall be the responsibility of the CONTRACTOR.

    All materials, labor and equipment needed to prosecute the work required by this Specification shall be carried out by the CONTRACTOR as incidental to the bid price of the various bid items of this Contract, with no additional cost to be incurred by the CITY.

13. **CONTROL AND DISPOSAL OF WASTE** - Wastes shall be picked up and placed in containers that are emptied on a regular schedule. All handling and disposal shall be so conducted as to prevent contamination of the site and any other areas. On completion, the areas shall be left clean and natural looking. All sights of temporary construction and activities incidental to construction of the required permanent work in place shall be obliterated. CONTRACTOR shall transport all waste off of CITY's property and dispose of it in a manner that complies with federal, state and local requirements. This item is considered incidental to the work.

14. **DUST CONTROL** - The CONTRACTOR will be responsible to provide adequate dust control on the project. The CONTRACTOR at a minimum is required to provide watering of the project limits to avoid excessive dust. The CITY requests the use of non-potable water for dust control. The CITY and ENGINEER will only notify the CONTRACTOR one time of inadequate dust control. If the CONTRACTOR fails to respond within two (2) hours, then the CITY will provide dust control and back charge the CONTRACTOR. This item is considered incidental to the work.

15. **DEWATERING FOR CONSTRUCTION OPERATIONS** – Dewatering for Construction Operations consists of all materials, equipment and labor to perform the work described in the plans. It shall also include (1) the construction and removal of cofferdams, sheeting,

bracing, etc.; (2) pumping or otherwise dewatering foundations, including rock for dewatering; (3) the removal and disposal of any existing structures or portions of structures not covered by other items in the contract, including foundations, abutments, piers, wings, obstructions, etc., found necessary to clear the site for the proposed work which are not otherwise covered under other bid items; (4) backfilling, disposing of surplus material and final cleaning, as may be necessary for the proper execution of the work.

The CONTRACTOR shall provide adequate equipment for the removal of storm or subsurface waters that may accumulate in the excavation. If subsurface water is encountered, the CONTRACTOR shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A well point system or other CITY and ENGINEER approved dewatering method shall be utilized, if necessary, to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying.

Dewatering by trench pumping will not be permitted if migration of fine-grained natural material from bottom, side walls or bedding material will occur. In the event that satisfactory dewatering cannot be accomplished due to subsurface conditions or where dewatering could damage existing structures, the CONTRACTOR shall obtain the CITY's and ENGINEER's written approval of wet trench construction procedure before commencing construction. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels.

Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or suitable disposal pits. CONTRACTOR is responsible for acquiring all permits required to discharge the water and shall protect waterways from turbidity during the dewatering operation. In areas where adequate disposal sites are not available, partially backfilled trenches may be used for water disposal only when the CONTRACTOR's plan for trench disposal is approved in writing by the CITY and ENGINEER. The CONTRACTOR's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with residential type mufflers.

It should be anticipated that the water table may need to be drawn-down during excavation & filling. Therefore, the CONTRACTOR may be required to dewater in order to **maintain the water level at or below the required minimum of two (2) feet below the maximum depth at which work will occur**. This dewatering shall be continuous until construction in the subject area is complete.

Dewatering operations are subject to pollution and erosion control specifications contained herein. Pursuant to the Instructions to Bidders, the CONTRACTOR must provide SFWMD all required information to obtain a dewatering permit before these activities commence.

The bid price for this item shall include, but not be limited to, the requirements of Section 455 Structures Foundations, Article D Spread Footings of the Standard Specifications. The required manpower, equipment, material, and any other items necessary to perform these tasks shall also be included in this item. The area of the excavation or sheet pile weir refurbishment shall be maintained in a dry condition at all times, by the use of an adequate

dewatering system as described in Section 455-28 Dewatering. Permitting and Water quality monitoring is incidental and included in this bid item.

At the Pre-Construction meeting the CONTRACTOR shall submit a sketch or detailed written description of the proposed dewatering system to the CITY and ENGINEER.

The basis of payment for **Dewatering for Construction Operations** shall be paid per LUMP SUM.

16. **FLOATING TURBIDITY BARRIER -** The Unit Price for Turbidity Barrier shall be full compensation, including but not limited to, the Prime and/or Sub-contractor(s) personnel, equipment, and materials cost(s) required for furnishing, installing, maintaining, ad removing turbidity barriers. Install, maintain, and remove turbidity barriers to contain turbidity that may occur as the result of dredging, filling, or other construction activities which may cause turbidity to occur in the waters of the State. The CONTRACTOR may need to deploy turbidity barriers around isolated areas of concern such as seagrass beds, coral communities, etc. both within as well as outside the right-of-way limits. The CITY and ENGINEER will identify such areas. Place the barriers prior to the commencement of any work that could impact the area of concern.

    Install the barriers in accordance with the details shown in the plans or as approved by the CITY and ENGINEER. Ensure that the type barrier used and the deployment and maintenance of the barrier will minimize dispersion of turbid waters from the construction site. The CITY and ENGINEER may approve alternate methods or materials. Operate turbidity barriers in such a manner to avoid or minimize the degradation of the water quality of the surrounding waters and minimize damage to areas where floating barriers installed.

    Inspect all barriers immediately after each rainfall and at least daily during prolonged rainfall. Immediately correct any deficiencies. In addition, make a daily review of the location of barriers in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness.

    Payment shall be made under the Bid Item for **Floating Turbidity Barrier** on a LINEAR FOOT basis.

17. **ROCK PAD (8" THICK, GEOTEXTILE FABRIC) –** The bid price for this item shall include type D-3 geotextile fabric with an 8" layer of #57 stone on top. The rock will form a pad beneath the control panel at structure A-19 and extend 1' beyond the chain fence surrounding the control panel.

    The basis of payment for the **Rock Pad** shall be paid per CUBIC YARD.

18. **REMOVAL OF EXISTING STRUCTURES/DEMOLITION -** The bid price for this item shall include removal and proper disposal of existing structures, steel members, piping, conduits, materials and reinforcing as required to perform the work depicted in the plans. Remove the materials in such a way as to leave no obstructions to any proposed new structures, gates, or materials.

For all demolition methods, submit for review and approval of the CITY and ENGINEER, a demolition plan that describes the method of removal and equipment to be used. In addition, for hydro-demolition, describe the method for control of water or slurry runoff and measures for safe containment of concrete fragments that are thrown out by the hydro-demolition machine.

The basis of payment for **Removal of Existing Structures/Demolition** shall be paid per LUMP SUM.

19. FENCING - The bid price for this item shall include, but not be limited to, the requirements of Section 550 Fencing of the FDOT Specifications. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will constitute full compensation for all work and materials specified in FDOT Specifications, Section 550, and include all mounting hardware and fasteners.

Each Fence Gate shall include a 36" x 3/8" galvanized, grade 30 proof coil chain and a temporary lock during construction. CITY will provide a permanent lock following project acceptance.

The basis of payment for **Fence (Type 'B', 6' Height, Standard)** shall be paid per LINEAR FOOT.

The basis of payment for **Bridge Fence (Type 'R', 6' Height, Vertical)** shall be paid per LINEAR FOOT.

The basis of payment for **Fence Gate (Type 'B', single, 4' opening)** shall be paid per EACH.

20. ALUMINUM SLIDE GATE :

1. THE REQUIREMENT

CONTRACTOR shall provide all materials and labor to furnish and install, ready for operation, and testing and adjustment of slide/weir gates including the lifts, stems and accessories. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work. Shop Drawings of the existing gates have been included as a separate attachment. Slide gates shall meet the requirements of AWWA C562 and shall work in conjunction with a Rotork Electric Motor Actuator Model # IQS20, or approved equal. CONTRACTOR shall provide documentation of motor/stem/slide gate compatibility prior to procurement of gates.

2. REMOVAL OF EXISTING SLIDE GATE

Existing slide gates are to be removed from structure and delivered to the City of Port St. Lucie Public Works Storage Yard located north of Crosstown Parkway on SW Cameo Boulevard. CONTRACTOR shall exercise due care during the removal and transport of the existing slide gate. Any slide gate that has excessive damage will be replaced/repaired at the CONTRACTOR's expense. CONTRACTOR shall document any existing damage to slide gates.

3. GENERAL

Gates including lifts, stems, stem covers and accessories, shall be of the size, type, and material shown on the drawings and specified herein. Gates and guide rails/channels shall be installed so that they operate smoothly. Allowable leakage is 0.1 gallons per minute per peripheral foot of perimeter opening.

4. SUBMITTALS

Submittals shall be provided in a complete package for review. The CONTRACTOR shall review the package and confirm that it is complete and meets the requirements of all appropriate specifications.

Submittals shall include:
-Project reference list
-Operations and maintenance manuals
-Parts and material list
-Certified shop and erection drawings, fully dimensioned
-Complete engineering design calculations in compliance with AWWA C562 standards.
-Warranty

5. GATE CONSTRUCTION

Frame, Slide, and Reinforcing:
The gate frame and channels shall be removed and replaced as necessary to provide smooth functioning without binding. Gates shall have reinforcing channels installed to prevent future binding. The channels are to be sufficiently spaced to allow removal of the gate slide.

Fasteners/Anchors:
Material shall be Stainless steel, ASTM F593/F594, Alloy Group 1

Stems (rolled threads):
Stainless steel: ASTM A276, Type 316 stainless steel with rolled threads – cut threads will not be accepted. Stems shall withstand 1.25 times the stalled motor thrust of the actuator. The stem shall be constructed of solid stainless steel bar for the entire length, the metal having a tensile strength of not less than 90,000 psi for stems that are 3 inches or

less in diameter. Stems that are in excess of 3 inches in diameter shall have a tensile strength of 85,000 psi.
Stems shall be covered/protected/shrouded from clogging/damage from floating debris.

Stem cover:
Clear polycarbonate with cap and condensation vent.

Guides:
Ultra High Molecular Weight (UHMW) Polymer

Submittals:
The CONTRACTOR shall submit for approval, drawings showing the principal dimensions, general construction and materials used in the gate and lift mechanism. Submittal shall include verification from the manufacturer that the gates are suitable for installation of proposed electric motor actuator, including frame, reinforcing, and stem designs.

Field Testing:
After installation, all gates shall be field tested in the presence of the CITY and ENGINEER to ensure that all items of equipment are in full compliance with this Section. Each gate shall be cycled to confirm that they operate without binding, scraping, or distorting. **Each gate will be tested manually and with a portable actuator using the installed ¾" nut.** The effort to open and close manual operators shall be measured, and shall not exceed the maximum operating effort specified above. Each gate shall be water tested by the CONTRACTOR, at the discretion of the CITY and ENGINEER, to confirm that leakage does not exceed the specified allowable leakage. Leakage test shall be conducted prior to removal of eastern earthen dam but after removal of western earthen dam.

6. ACCEPTABLE MANUFACTURERS:

Gates supplied under this section shall be as manufactured by Golden Harvest Inc., Waterman Industries, Whipps, Inc., or approved equal. The following contact information is for individuals that were previously involved in the design process and can provide both gates and electric motor actuators.

Golden Harvest, Inc.
David Wise
11944 Westar Lane
Burlington, WA 98233
Phone: (360) 757-4334 ext. 102
Fax: (360) 757-1135
Email: davidw@goldenharvestinc.com
Web: www.goldenharvestinc.com

Whipps, Inc.
The Mack Company
James R Wahl

17088 Gulf Pine Circle
Wellington, FL 33414
Phone: (561)798-3131
Email:jwahl@mackcompany-fl.com

Waterman Industries, Inc.
Fluid Control Specialties
Mike McCurdy
2716 N. Financial Court
Sanford, FL, 32773
Phone: (407)302-5611
Email: mike.mccurdy@fluidcontrolspec.com

The basis of payment for **Aluminum Slide Gate** shall be paid per EACH.

21. ELECTRIC MOTOR ACTUATOR/ELECTRICAL

The bid price for this item shall include, but not be limited to, the requirements of the following Specifications. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, electrical connections, conduit, and all incidentals necessary for satisfactorily performing the work.

1. THE REQUIREMENT

CONTRACTOR shall provide all materials and labor to furnish and install, ready for operation, and testing and adjustment, of all electric motor actuators indicated in the contract documents for operation of water flow control devices (flow control gates and weirs) at the remote outdoor locations listed in these specifications. Electric motor actuators shall be suitable for sending signals for continuous remote monitoring and control of gate and weir positions by the CITY's existing SCADA system. Electric motor actuators shall be suitable for remote or local incremental operation and operation by electric motor or manual hand wheel. Electric motors and actuators shall be fully enclosed in all-weather type enclosures suitable for location in South Florida outdoor environment. Actuators for all flow control devices shall be by one manufacturer.

Furnish, coordinate, and install the power supplies, transformers, circuit breakers, local control equipment, and any other related field electronic equipment and transient voltage surge suppressors within a lockable Stainless Steel NEMA 3R enclosure, unless otherwise directed.

2. GENERAL

The actuators shall be suitable for use on a nominal 110 volt single-phase power supply and are to incorporate motor, integral reversing starter, local control facilities, terminals for remote control and indication connections, and a backlit LCD display with digital position indication and alarm icons.

It shall be possible to carry out the setting of the torque, turns, and configuration of the indication contacts without the necessity to remove any electrical compartment covers.

Actuators shall be 'O' ring sealed, watertight to IP68, NEMA 4, 4x and 6, and shall at the same time have an inner watertight and dustproof 'O' ring seal between the terminal compartment and the internal electrical elements of the actuator fully protecting the motor and all other internal electrical elements of the actuator from ingress of moisture and dust when the terminal cover is removed on site for cabling.

The actuator shall include an on-board data logger to store operational data such as valve torque profiles, actuator events, and statistics that can be viewed locally on the LCD screen or downloaded via infrared port. An intrinsically safe setting tool shall be furnished by the actuator manufacturer capable of data transfer from actuator to PC and include actuator diagnostic software to download, review, analyze, and reconfigure the actuator.

3. SUBMITTALS

Submittals shall be provided in a complete package for review. The CONTRACTOR shall review the package and confirm that it is complete and meets the requirements of all appropriate specifications.

Submittals shall include:

1. Project reference list
2. Operations and maintenance manuals
3. Parts list
4. Certified shop and erection drawings, fully dimensioned
5. Complete wiring diagrams
6. Complete communications diagrams
7. Orientation of actuator and gate in plan and section
8. Actuator and electric motor performance data
9. Actuator sizing data including actuator maximum torque and maximum gate or weir torque.
10. Actuator shop test results
11. Actuator motor shop test results
12. Shop and field inspection reports from manufacturer certifying that the actuator and motor have been installed in accordance with the manufacturer's recommendations
13. Complete shop drawings including
14. Performance test results and certification by manufacturer
15. Verification that unit will function on City of Port St. Lucie control system
16. Warranty

4. ACTUATOR SIZING

The actuator shall be sized to guarantee valve closure at the specified differential pressure. The safety margin of motor power available for seating and unseating the valve shall be sufficient to ensure torque switch trip at maximum valve torque with the supply voltage 10% below nominal. The operating speed shall be such as to give valve closing and opening at approximately 10-12 inches per minute unless otherwise stated in the job

specification.

5. ELECTRIC MOTOR:

The electric motor shall be Class F insulated with a time rating of at least 15 minutes at 104°F (40°C) or twice the valve stroking time, whichever is the longer, at an average load of at least 33% of maximum valve torque.

Electrical and mechanical disconnection of the motor should be possible without draining the lubricant from the actuator gear case. Plugs and sockets are not acceptable as a means of electrical connection for the motor.

Actuators shall incorporate a motor speed controller to allow for simple, non-intrusive, field adjustable speed control. To simplify set-up, speed control shall be adjusted over a 4:1 speed range (i.e. 30-120 seconds) by any of the following means: IR setting tool, PDA and laptop PC.

6. MOTOR PROTECTION:

Protection shall be provided for the motor as follows:

A. The motor shall be de-energized in the event of stall when attempting to unseat a jammed valve.
B. Motor temperature shall be sensed by a thermostat to protect against overheating.
C. Single phasing protection.

7. GEARING:

The actuator gearing shall be totally enclosed in an oil- filled gear case suitable for operation at any angle. All main drive gearing must be of metal construction. Where the actuator operates large slide/weir gates, the drive shall incorporate a lost-motion hammer blow feature. For rising spindle valve s, the output shaft shall be hollow to accept a rising stem and incorporate thrust bearings of the ball or roller type at the base of the actuator, and the design should be such as to permit the gear case to be opened for inspection or disassembled without releasing the stem thrust or taking the valve out of service.

Standard gear oil shall be used to lubricate the gear case. Special or exotic lubricants shall not be used, as they may be difficult to source in remote locations.

8. HAND OPERATION:

A handwheel and declutch lever shall be provided for emergency operation engaged when the motor is declutched by a lever or similar means, with the drive being restored to power automatically by starting the motor. The hand/auto selection lever should be pad lockable in both "Hand" and "Auto" positions. It should be possible to select hand operation while the actuator is running or start the actuator motor while the hand/auto selection lever is locked in "Hand" without damage to the drive train.

The handwheel drive must be mechanically independent of the motor drive, and any gearing should be such as to permit emergency manual operation in a reasonable time. Clockwise operation of the handwheel shall give closing movement of the valve unless otherwise stated in the job specification. For safety purposes, it shall be possible to disengage the electric drive with the declutch lever. This disengagement and any subsequent reengagement shall not cause any damage to the valve or operator, even with the motor running.

A ¾" drive nut will be included on the handwheel to allow for the operation of wheel with the standard City of Port St. Lucie gas powered operator.

Handwheel shall be provided with "CLOSE" and arrow and "OPEN" and arrow

9. DRIVE BUSHING:

The actuator shall be furnished with a drive bushing easily detachable for machining to suit the valve stem or gearbox input shaft. Normally the drive bush shall be positioned in a detachable base of the actuator. Thrust bearings, when housed in a separate thrust base, should be of the sealed-for-life type.

10. TORQUE AND TURNS LIMITATIONS:

An inexpensive setting tool shall be included for non-intrusive set-up, calibration, and interrogation of the actuator. Using the vendor-supplied setting tool, torque and turns limitation shall be adjustable as follows:

A. Position setting range: 2.5 to 100,000 turns, with resolution to 7.5° of actuator output.
B. Torque setting: 40% to 100% rated torque.
C. Torque sensing must be affected directly electrically or electronically. Extrapolating torque from mechanically measured motor speed is not acceptable due to response time. Torque measurement shall be independent of variations in frequency, voltage or temperature.
D. "Latching" to be provided for the torque sensing system to inhibit torque off during unseating or during starting in mid-travel against high inertia loads.
E. Measurement of torque shall be from direct measurement of force at the output of the actuator. Methods of determining torque, using data derived from the motor such as motor speed, current, flux etc. are not acceptable.

The electric circuit diagram of the actuator should not vary with valve type remaining identical regardless of whether the valve is to open or close on torque or position limit.

11. REMOTE VALVE POSITION/ACTUATOR STATUS INDICATION:

In the event of a (main) power (supply) loss or failure, the position contacts must continue to be able to supply remote position feedback and maintain interlock capabilities. If batteries are required to maintain contact functionality the actuator vendor shall provide a supply sufficient for 30 continuous days of un-powered operation with one complete valve cycle every hour.

A backup power source must be provided in the actuator to ensure correct remote limit switch indication should the actuator be moved manually when the power supply is interrupted.

The position of the actuator and valve must be updated contemporaneously, even when the power supply is not present.

12. INTEGRAL STARTER AND TRANSFORMER:

The reversing starter, control transformer, and local controls shall be integral with the valve actuator, suitably housed in a NEMA 6 enclosure to prevent breathing and condensation buildup. For ON/OFF service, this starter shall be suitable for 60 starts per hour and of rating appropriate to motor size. For modulating duty, the starter shall be suitable for up to a maximum of 1,200 starts per hour. The controls supply transformer shall be fed from two of the incoming three phases. It shall have the necessary tappings and be adequately rated to provide power for the following functions:

A. 120V AC energization of the contactor coils
B. 24V DC output where required for remote controls
C. Supply for all the internal electrical circuits

Easily replaceable fuses shall protect the primary and secondary windings.

13. INTEGRAL PUSH BUTTONS AND SELECTOR:

Integral to the actuator shall be local controls for Open, Close, and Stop, and a local/remote selector Switch, pad-lockable in any one of the following three positions:

A. Local Control Only
B. Off (No Electrical Operation)
C. Remote Control plus Local Stop Only.

It shall be possible to select maintained or non-maintained local control.

The local controls shall be arranged so that the direction of valve travel can be reversed without the necessity of stopping the actuator.

14. CONTROL FACILITIES:

Actuator operating protocol shall be compatible with the City of Port St. Lucie's existing PLC based SCADA control system. Actuators shall include a communication card matching the requirements of the specified protocol and be able to operate on the City of Port St. Lucie's existing system which operates on a 4-20mA signal (Flogomatic or equal) and be able to operate the opening and closing of the gate on an incremental basis (% or elevation). The CONTRACTOR will be responsible for confirmation/coordination of the interconnectivity of the actuator to the control panel.

The internal circuits associated with the remote control and monitoring functions are to be designed to withstand simulated lightning impulses of up to 2.0 kV.

15. MONITORING & DIAGNOSTICS FACILITIES:

The actuator shall include an on-board data-logger to store operational data such as valve torque profiles, actuator events, and statistics that can be viewed locally on the actuator LCD display or downloaded via infrared port.

Diagnostic status screens must be provided on the LCD display to show multiple functions simultaneously so troubleshooting can be affected rapidly and efficiently. All diagnostic information should be contained on no more than nine (9) screens so multiple functions can be checked simultaneously.

Provision shall be made to display valve torque demand as a percent of rated actuator torque and position simultaneously on the actuator display, so as to facilitate valve troubleshooting and diagnostics.

In addition to "local" monitoring on the actuator's LCD display, the actuator shall provide an Infrared communications port to facilitate two-way communication via an IrDA port. This port shall enable download of historical actuator data and configuration settings to permit analysis of changes in actuator or valve performance.

An intrinsically safe setting tool shall be furnished by the actuator manufacturer and include actuator diagnostic and configuration software to download, review, analyze, and reconfigure the actuator. This setting tool shall be capable of data transfer from actuator to PC to be utilized with software and shall facilitate two-way communications with the actuator allowing both downloading and uploading of actuator data and settings.

A PC-based software tool shall also be provided to allow configuration and graphical diagnostic information to be reviewed, analyzed, and reconfigured. This software tool shall provide configuration data, a time stamped event log, and torque profiles. The torque profiling shall plot valve position and torque output in both the opening and closing direction. In order to facilitate future troubleshooting, the actuator manufacturer or their representative shall download an "as installed" torque profile for each actuator and provide on a disk to CITY. If torque profiles cannot be created by actuator software, "as installed" torque information shall be compiled by a state-licensed Professional Engineer (P.E.) and provide in a usable format on disc for the CITY's use.

16. WIRING AND TERMINALS:

Internal wiring shall be of tropical grade PVC insulated stranded cable of appropriate size for the control and single- phase power. Each wire shall be clearly identified at each end.

The terminal compartment shall be separated from the inner electrical components of the actuator by means of a watertight seal.

All wiring supplied as part of the actuator to be contained within the main enclosure for

physical and environmental protection. External conduit connections between components are not acceptable.

A durable terminal identification card showing plan of terminals shall be provided attached to the inside of the terminal box cover indicating:

A. Serial Number
B. External Voltage Values
C. Wiring Diagram Number
D. Terminal Layout

17. ENCLOSURE:

Actuators shall be 'O' ring sealed, watertight to IP68 (7 meters-72 hours), NEMA 4, 4x and 6, and shall at the same time have an inner watertight and dustproof 'O' ring seal between the terminal compartment and the internal electrical elements of the actuator fully protecting the motor and all other internal electrical elements of the actuator from ingress of moisture and dust when the terminal cover is removed on site for cabling. Enclosure protection of NEMA 6, IP68, shall be guaranteed without the need of suitable cable glands.

Enclosure must allow for temporary site storage without the need for electrical supply connection or removal of any components.

All external fasteners should be of stainless steel.

18. STARTUP KIT:

Each actuator shall be supplied with a startup kit comprising installation instruction, electrical wiring diagram, and sufficient spare cover screws and seals to make good any site losses during the commissioning period.

19. PERFORMANCE TEST CERTIFICATE:

Each actuator must be performance tested and individual test certificates shall be supplied free-of-charge. The test equipment should simulate a typical valve load and the following parameters should be recorded:

A. Current at maximum torque setting
B. Torque at maximum torque setting
C. Test voltage and frequency
D. Actuator output speed or operating time
E. Insulation test on motor and control circuits
F. Flash Test Voltage
G. Actuator Output Speed or Operating Time

In addition, the test certificate from the manufacturer shall include record details of specification, such as gear ratios for both manual and automatic drive, closing direction,

and wiring diagram code number. Performance test certification reports shall be submitted to the CITY prior to shipping.

20. WARRANTY:

Each actuator shall be warranted for a minimum of 24 months of operation.

21. EXPERIENCE:

Technologies and electric motor actuator device manufacturers shall:

A. Have a minimum of five years' of commercial operating experience for the specific model number offered, including torque and position sensing, lubrication, and electrical compartment design.
B. Manufacturer shall provide five (5) site references of similar applications, i.e. outdoor flow control gate operation, in the state of Florida, including: City, department, telephone number, individual contact name(s), and contact e-mail address.

22. ACCEPTABLE MANUFACTURERS:

Electric Motor actuators shall be model IQS as manufactured by Rotork or equal by EIM.

The basis of payment for **Electric Motor Actuator/Electrical** shall be paid per EACH.

22. CCTV CAMERA SYSTEM

The bid price for this item shall include, but not be limited to, the requirements of the Contract Documents, FDOT Specifications and/or the PSLUSD Utility Standards Manual 2011 Edition, whichever is more stringent. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work.

CONTRACTOR to furnish and install a closed-circuit television camera system at the location shown in the Contract Documents. Camera shall be ***Model AV5125IRv1x Day/Night Camera, manufactured by Arecont Vision, or approved equal***. Ensure that the installed equipment provides unobstructed video images of the water control structure, gates, and other current field conditions around the site; that it responds to camera control signals from the operator; and that video images can be transmitted to remote locations for observation. The camera shall support local and remote configuration and management. Configuration and management functions shall include access to all user-programmable features, including but not limited to, network configuration, video settings, device monitoring, and security functions. Ensure that the camera supports configuration and management via serial login, telnet login, or a web-based interface.

Installation Requirements: Install the CCTV camera on a pole, to be included in this bid item, in accordance with FDOT Design Standards and as shown in the Contract Documents. Furnish and install the power supplies/uninterruptable power supply, transformers, local

control equipment, and any other camera-related field electronic equipment and transient voltage surge suppressors within the previously installed lockable cabinet. Ensure that the cabinet protects these electrical and electronic devices from rain, dust, dirt, and other harmful elements of nature. Furnish and install all power, video, and data cables necessary to provide connection points for camera video and control signals within the cabinet. Furnish and install any and all ancillary equipment required to provide a complete and fully operational CCTV camera system. Verify that all wiring meets National Electrical Code (NEC) requirements where applicable. Ensure that data and video cables from the pole or support structure to the camera are routed inside the mounting hardware and protected from exposure to the outside environment.

Perform local field operational tests in the presence of the CITY and ENGINEER of Record at CCTV field sites according to the following:

1. Verify that physical construction has been completed as specified.
2. Verify the quality and tightness of ground and surge protector connections.
3. Verify proper voltages for all power supplies and related power circuits.
4. Verify all connections, including correct installation of communication and power cables.
5. Verify that the video signal from the camera is present and of consistent quality at all connection points between the camera, the cabinet, and any video devices therein.
6. Exercise zoom and focus and execute a minimum of three other unique programming commands to ensure that the communication link between the cabinet and the camera is functioning properly. This is to be accomplished at the remote monitoring site.ng site.

The Contract unit price for each CCTV camera system, furnished and installed, will include furnishing, placement, and testing of all equipment and materials, and for all tools, labor, operational software packages and firmware, supplies, support, personnel training, shop drawings, documentation, and incidentals necessary to complete the work.

The basis of payment for **CCTV System/Conc Pole/Wiring** shall be paid per LUMP SUM.

23. CONTROL PANEL CONNECTIONS/PROGRAMMING/ELECTRICAL - The bid price for this item shall include, but not be limited to, the requirements of the following Specifications. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work.

1. THE REQUIREMENT

A. The Contractor shall provide labor and materials for the construction of a fully functioning remote monitoring and automatic control system for the storm water flow control gates constructed for this project. Panels shall allow for remote, local and automatic operation of electric motor actuators and CCTV system. Remote monitoring, access and control shall be via the City Fiber optic network. Work shall include all connections, conduit and wiring for interconnecting the electric motor actuator and CCTV System to RTU panels, human machine interface (HMI) software and programming services, instrumentation, conduit, wiring, electrical connections, mounting hardware, programming and all other materials and labor required for remote monitoring

of water levels, weather station, and remote control of the gate system, all in accordance with the contract documents and these specifications.

B. The CONTRACTOR shall provide labor and materials for the replacement of the existing conduit for the existing water level sensor with new ridged metal conduit from the control panel to the existing sensor.

C. Any auxiliary devices such as lightning/surge protectors, circuit breakers, disconnects, relays, timers, isolators, etc. which may be necessary for complete operation of the system, or to perform functions specified, shall be considered incidental and included whether or not they are specifically shown on the diagrams.

D. CONTRACTOR is responsible for coordination and construction of electrical service power supply to the electric motor actuator. Contractor is responsible for permits and costs associated with providing electrical service prior to turning the system over to the City for beneficial use.

E. CONTRACTOR is responsible for coordination and incorporation of the control system programming required for the display of the current and historic operating conditions, real time camera display, and automatic operation of the actuators at the City of Port St. Lucie Prineville RO plant. Programming shall interface with the CITY's existing control system and allow input of control parameters necessary for the control and automatic operation of the actuators.

2. SUBMITTALS

Submittals shall be provided in a complete package for review. The CONTRACTOR shall review the package and confirm that it is complete and meets the requirements of all appropriate specifications.

A. Contractor shall provide the following submittals:

1. Prior to the commencement of any work, provide fully dimensioned engineered drawings for electric motor actuator connections and conduit routing. Drawings shall show all equipment and electrical connections.
2. CONTRACTOR shall amend shop drawings and resubmit them for review as directed by the CITY.
3. CONTRACTOR shall provide a construction and programming schedule specific for the control panels. CONTRACTOR shall update, amend and provide details as directed by the CITY.
4. CONTRACTOR shall program PLC as applicable for Storm Water Control System.
5. CONTRACTOR shall provide HMI programming; create graphic screens, database and driver configuration, at the City of Port St. Lucie Prineville RO Plant as applicable utilizing the CITY's existing iFix version, and copied to required nodes.
6. CONTRACTOR shall program and submit graphic screens to the CITY for their review and comments. All graphic screens shall be amended as directed by the CITY, and will include the following elements:
   -Live Camera Feed (w/digital zoom)
   -Schematic diagram of water control structure

-Current water elevations (NGVD 29/NAVD 88 selectable)
-Current gate positions (% open and inches)
-Current operating condition (open/close/auto) – selectable
-Calculated orifice and weir flow rates utilizing approved equations based on head condition
-Flow and elevation trend reports/graphs based upon user input dates/times
-Last date that each gate was fully opened with maintenance reminder -turns red/flashes after (user programmable) # of days

7. CONTRACTOR shall program gates to allow input of Automatic Opening and Closing of Actuators based upon the following operating parameters:
   -Automatic operation based on elevation (open elevation / close elevation / % open (with check box for applicable gates)
   -Automatic operation based on maintained upstream water level (gate would open/close X% on X min intervals based on relation to input elevation) (with check box for applicable gates)
8. A copy of all drawings, submittals, operation and maintenance manuals and programs shall be turned over to City prior to substantial completion.
9. CONTRACTOR shall furnish to the CITY Operations and Maintenance Manuals for all equipment and software provided for this project. Operations and Maintenance Manuals shall be furnished in three ring binders. Covers shall include clearly the CITY logo, the name of the project and the equipment information contained therein clearly.

3. TESTING

CONTRACTOR shall test all panels and gates locally *and* remotely as directed by the CITY. Equipment failing to operate and/or perform as intended by these specifications shall be either replaced or corrected by the CONTRACTOR at no cost to the CITY, prior to turn over for beneficial use.

The basis of payment for **Gate Control Panels/Programming/Wiring** shall be paid per LUMP SUM.

24. PERFORMANCE TURF (SOD)

All sodding work on this project shall be provided in accordance with Section 570 of the FDOT Standard Specification unless otherwise specified in the Plans, all sodding shall consist of Bahia and Saint Augustine grass sodding as per the Contract Plans. The CONTRACTOR is solely responsible for final acceptability of all sodded areas. All associated costs are included in the unit price of the sod. For issues not discussed in these specifications the CONTRACTOR is referred to Sections 570, 981, 982 and 983 of the FDOT Standard specification for Road and Bridge Construction.

The quantities to be paid under this paragraph shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY. For the purposes of this specification, additional items for fertilizer, watering, and

mowing shall be considered incidental to the provisions of the sodding.

Type: Sod shall be locally grown unless otherwise specified to conform to surrounding existing turf and shall be; healthy, with well-matted roots, be free of weeds and be supplier certified to be free of Tropical Soda Apple (solanum viarum). The CONTRACTOR will replace turf with the same type Sod removed from any areas or as specified in the plans. If no sod is specified or exists, then Bahia Type sod should be used.

Dimensions: Sod pieces shall be 1 ft x 2 ft and a minimum of 1 ¼ inches thick. ¾ inch of the sod thickness shall be roots and topsoil

Placement:

a. Sod shall be laid with the long side parallel to contours (perpendicular to the slope with the ends of the pieces butted together. Placement of sod shall proceed in this manner up the slope and end butts shall be staggered with adjoining rows.
b. The combined number of overlaps and 1 inch or greater gaps between pieces shall not exceed 5 per 100 square feet.
c. The combined number of 2 inch or greater overlaps and 2 inch or greater gaps between pieces shall not exceed 1 per 100 square feet.
d. For final acceptance no more than 10% of the sodded area may consist of dead spots of greater than ½ foot square and no more than 5% of the sodded area shall consist of dead spots of greater than 1 foot square.

Watering:

a. Sod shall be watered with ½ inch of water immediately upon placement. All sodded areas shall be maintained by watering for a minimum of two weeks (5 times per week minimum). The cost of this item shall be considered incidental to sod and plantings and is included in that line item.

Lime and Fertilizer: To assure rapid establishment of sod the CONTRACTOR is urged to apply fertilizer and lime as follows or as determined by soil testing.

a. Fertilizer: 16-4-8 – 50% of Nitrogen to be slow release
   i. 265 lb/ac as placement
   ii. 135 lb/ac at 60 days after placement

Maintenance:

a. Mowing – Grass is to be mowed to 6-inch height for final acceptance.
   i. Mowing shall not remove any more than 1/3 of the grass leaves and be done with sharp blade mowers.
   ii. Mowing shall not occur for 3 weeks after planting.

b. Filling, leveling, repairing washouts or erosion – CONTRACTOR shall replace patches of dead sod and repair disturbed and damaged sod immediately upon being made aware of the condition.

Payment shall be made under Item **Performance Turf (Sod) (Type)** – per SQUARE YARD.

25. PERFOMACE TURF (HYDROSEED)

1. THE REQUIREMENT

CONTRACTOR shall establish a growing, healthy turf over all areas designated on the plans. Use hydroseed on all disturbed areas. Maintain turf areas until final acceptance of all contract work in accordance with the Specifications.

2. MATERIALS

Meet the following requirements:
Turf Materials .....Section 981-FDOT Specifications
Fertilizer .....Section 982-FDOT Specifications

Water .....Section 983-FDOT Specifications

3. CONSTRUCTION METHODS

1. GENERAL

Incorporate turf installation into the project at the earliest practical time. Shape the areas to be hydroseeded to the plan typical sections and lines and grade shown in the Contract Documents. Use the methods and materials necessary to establish and maintain the initial grassing until acceptance of the Contract work. All of the permanent grassing material shall be in place prior to final acceptance.

2. SEEDING

Use of compost meeting the requirements of Section 987 as mulch is acceptable unless otherwise specified. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the hydroseed during the months April through October, within 60 days of placement of the hydroseed during the months of November through March treat affected areas by means acceptable to the CITY at no expense to the CITY.

3. HYDROSEEDING

Use equipment specifically designed for mixing the mulch, seed, fertilizer, tackifier and dye, and applying the slurry uniformly over the areas to be hydroseeded. Use mulch that does not contain reprocessed wood or paper fibers. Ensure that 50% of the fibers will be retained on a twenty-five mesh screen. Mix fertilizer as required into the hydroseeding slurry. Ensure that the dye does not contain growth or germination inhibiting chemicals. When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds.

4. BONDED FIBER MATRIX (BFM)

Meet the minimum physical and performance criteria of this Specification for use of BFM in hydroseeding operations or temporary non-vegetative erosion and sediment control methods. Provide evidence of product performance testing, manufacturer's certification of training and material samples to the CITY and ENGINEER at least seven (7) calendar days prior to installation. Provide documentation to the CITY and ENGINEER of manufacturer's testing at an independent laboratory; demonstrating superior performance of BFM as measured by reduced water runoff, reduced soil loss and faster seed germination in comparison to erosion control blankets. Use only BFMs that contain all components pre-packaged by the manufacturer to assure material performance. Deliver materials in UV and weather resistant factory labeled packaging. Store and handle products in strict compliance with the manufacturer's directions. When polyacrylamide is used as part of hydroseeding mix, only anionic polymer formulation with free acrylamide monomer residual content of less than 0.05% is allowed. Cationic

polyacrylamide shall not be used in any concentration. Do not spray polyacrylamide containing mixtures onto pavement. These may include tackifiers, flocculants or moisture-holding compounds. Meet the following requirements after application of the formed matrix: Ensure that the tackifier does not dissolve or disperse upon rewetting. Ensure that the matrix has no gaps between the product and the soil and that it provides 100% coverage of all disturbed soil areas after application. Ensure that the matrix has no germination or growth inhibiting properties and does not form a water-repelling crust. Ensure that the matrix is comprised of materials which are 100% biodegradable and 100% beneficial to plant growth. Mix and apply the BFM in strict compliance with the manufacturer's recommendations. Apply the BFM to geotechnically stable slopes at the manufacturer's recommended rates. Degradation of BFM will occur naturally as a result of chemical and biological hydrolysis, UV exposure and temperature fluctuations. Re-application, as determined by the CITY and ENGINEER, will be required if BFM-treated soils are disturbed or water quality or turbidity tests show the need for an additional application. The work and materials for re-application, will be paid for as Unforeseeable Work.

5. WATERING

Water all areas as necessary to produce a healthy and vigorous stand of turf.

6. FERTILIZING

Fertilize as necessary to produce a healthy and vigorous stand of turf. Refer to Section 982 of the FDOT Specifications for fertilizer rates.

7. TURF ESTABLISHMENT

Perform all work necessary, including watering and fertilizing, to sustain an established turf until final acceptance, at no additional expense to the CITY. Provide the filling, leveling, and repairing of any washed or eroded areas, as may be necessary. Established turf is defined as follows: Established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand). No bare spots larger than one square foot. No continuous streaks running perpendicular to the face of the slope. No bare areas comprising more than 1% of any given 1,000 square foot area. No deformation of the turf areas caused by mowing or other CONTRACTOR equipment. Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, www.fleppc.org). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf. Use herbicides in accordance with FDOT Specification Section 7-1.7. If at the time that all other work on the project is completed, but all turf areas have not met the requirements for established turf set forth in 39.04, continuously maintain all turf areas until the requirements for established turf set forth in 39.04 have been met. During the entire establishment period and until turf is established in accordance with this specification, continue inspection and maintenance of erosion and sedimentation control items in accordance with FDOT Specification Section 104. Take responsibility for the proper removal and disposal of all erosion and

sedimentation control items after turf has been established. Determination of an established turf will be based on the entire project and not in sections. Upon the determination by the CITY and ENGINEER that the requirements of "Turf Establishment" have been met and an established turf has been achieved and all erosion and sedimentation control items have been removed, the CITY and ENGINEER will release the CONTRACTOR from any further responsibility provided for in this Specification. The CONTRACTOR's establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the CITY and ENGINEER to be beyond the control of the CONTRACTOR, his Subcontractors, Vendors or Suppliers:

a. Determination that the deficiency was due to the failure of other features of the Contract.
b. Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions. The CITY will only pay for replanting as necessary due to factors determined by the CITY to be beyond the control of the CONTRACTOR.

8. RESPONSIBLE PARTY

For the purposes of this Specification, the CONTRACTOR shall be the responsible party throughout construction and establishment periods. Upon final acceptance of the Contract in accordance with FDOT Specification Section 5-11, the CONTRACTOR's responsibility for maintenance of all the work or facilities within the project limits of the Contract will terminate in accordance with FDOT Specification Section 5-11; with the sole exception that the facilities damaged due to lack of established turf and the obligations set forth in this Specification for hydroseed shall continue thereafter to be responsibility of the CONTRACTOR as otherwise provided in this Section.

9. METHOD OF MEASUREMENT

The quantities to be paid for will be plan quantity in square yards based on the area shown in the plans, completed and accepted.

10. BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this specification. Payment will be made under the SQUARE YARD bid item for **Performance Turf (Hydroseed)**.

26. RIPRAP (DITCH LINING) - The work specified shall consist of the construction of riprap, rubble to be used as drainage slope protection as depicted in the plans. Concrete block is not acceptable for use. The work effort shall be in accordance with Section 530 of the FDOT Standard Specifications. The cost of this item shall include filter fabric in accordance with Section 514 and Section 985 of the FDOT Standard Specifications.

The quantities to be paid under this paragraph shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the

CITY. Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. Include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for riprap (Ditch Lining).Construction shall be per the detail included in the plan documents, and shall include cost of bedding stone and filter fabric.

Payment shall be made under **Riprap (Ditch Lining)** - per SQUARE YARD.

27. **RIPRAP (BANK AND SHORE PROTECTION) -** The work specified shall consist of the construction of riprap, rubble to be used as channel bottom protection as depicted in the plans. Concrete block is not acceptable for use. The work effort shall be in accordance with Section 530 of the FDOT Standard Specifications. The cost of this item shall include filter fabric in accordance with Section 514 and Section 985 of the FDOT Standard Specifications.

    Provide sound, hard, durable rubble, free of open or incipient cracks, soft seams, or other structural defects, consisting of broken stone with a bulk specific gravity of at least 2.20. Ensure that stones are rough and angular.

    The quantities to be paid under this paragraph shall include all materials, labor, and equipment needed to prosecute the work required by this specification and will be paid for at the contract unit bid price for the specific item with no additional cost to be incurred by the CITY. Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill.

    Maximum weight of rock shall be 670 pounds; minimum weight shall be 60 pounds, with an average weight of 290 pounds. Riprap shall be placed in bottom of channel spillway with an average thickness of 2.5'.

    Payment shall be made under **Riprap (Bank and Shore Protection)** - per SQUARE YARD.

28. **UTILITIES (PSLUSD)** – Pursuant to this Section, all utility installations shall be in strict conformance to the CITY of Port St. Lucie Utility Systems Department's Technical Specifications and Construction Standards, 2011 Edition.

    The CONTRACTOR is solely responsible for performing all work in accordance with the CITY's aforementioned standards. Following construction of the utility work defined for this project, the CONTRACTOR shall submit to the CITY and ENGINEER as-built record drawings in accordance with the guidelines provided in the CITY's utility specifications. The record drawings will not be accepted by the CITY unless all required information is properly shown on the plans.

29. **LIGHTING SYSTEM** – The bid price for this item shall include, but not be limited to, the requirements of the Contract Documents, FDOT Specifications and/or the PSLUSD Utility Standards Manual, whichever is more stringent. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work.

CONTRACTOR to furnish and install a lighting system at the location shown in the Contract Documents. The specified light fixture shall be ***Kim Lighting – Model AR, The Archetype-Large, Electronic LED, Catalog # 1A/AR-3/120L3K120/BL/LS/SF, or approved equal.*** Ensure that the installed equipment provides unobstructed illumination of the water control structure gates. CONTRACTOR to provide all required permitting, rust resistant or properly coated mounting pole, including any required wind load calculations (160 MPH) for mounting of lighting to the concrete cap/railing/gates, conduit, fasteners, supports, hardware, wiring, connections to the existing circuit panel, additional breaker for lighting only, fusing, and any other materials or labor required to provide a fully functioning lighting system in accordance with all applicable local and national codes.

The basis of payment for **Lighting System** shall be paid per LUMP SUM.

30. **RAIN GAGE** – The bid price for this item shall include, but not be limited to, the requirements of the Contract Documents and/or the PSLUSD Utility Standards Manual, whichever is more stringent. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work.

    CONTRACTOR to furnish and install a weather station in the location shown in the Contract Documents. The specified weather station shall be a ***Rain Gage, model # TE525-L, or approved equal*** that will interconnect with the City Fiber Optic system. Weather station shall be provided to funnel precipitation into a bucket mechanism that tips when filled to its calibrated level. A Magnet attached to the tipping mechanism actuates a switch as the bucket tips. The momentary switch closure is counted by the pulse-counting circuitry of the data-loggers. Ensure that the installed weather station provides clear, unobstructed access to the weather conditions that will be monitored and sensors will be 10' above the average surface grade. Weather station shall be surge protected from the power source and from the phone modem. CONTRACTOR to provide all required permitting, mounting pole, including any required wind load calculations (160 MPH) for mounting of weather station, including conduit, fasteners, supports, hardware, wiring, connections to the existing circuit panel, additional breaker for weather station only, fusing, and any other materials or labor required to provide a fully functioning weather station system in accordance with all applicable local and national codes.

    The basis of payment for **RAIN GAGE (TE525-L or equal)** shall be paid per LUMP SUM.

31. **REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)** - The bid price for this item shall include, but not be limited to, the requirements of the FDOT Specifications and/or the SFWMD Standard Specification 09900, whichever is more stringent. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work. Steel Plate Repair shall be provided prior to the application of the protective coating.

    The basis of payment for **Refurbish Sheet Pile Weir (Sandblast & Protective Coating)** shall be paid per SQUARE FOOT.

32. **REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR) -** The bid price for this item shall include, but not be limited to, the requirements of the FDOT Specifications and/or the Contract Documents, whichever is more stringent. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, and all incidentals necessary for satisfactorily performing the work.

    Prior to repair welding, the surface to be welded shall be inspected to verify that the imperfections intended to be removed have been removed completely. Surfaces to be welded and surfaces adjacent to the weld shall be dry and free of scale, slag, rust, moisture, grease, and other foreign material that would prevent proper welding.

    The welds and adjacent heat-affected zone shall be sound and free of cracks, the weld metal being thoroughly fused to all surfaces and edges without undercutting or overlap. Any visible cracks, porosity, lack of fusion, or undercut in any layer shall be removed prior to deposition of the succeeding layer. Weld metal shall project at least 1/16 in. (2 mm) above the rolled surface after welding, and the projecting metal shall be removed by chipping or grinding, or both, to make it flush with the rolled surface, and to produce a workmanlike finish. Following welding, affected area shall be painted with primer. No welding to be permitted after application of Protective Coating.

    The basis of payment for **Refurbish Sheet Pile Weir (Steel Plate Repair)** shall be paid per SQUARE FOOT.

33. **CLEANING & SEALING CONCRETE CAP (SILOXANE PENETRANT SEALER) -** The bid price for this item shall include, but not be limited to, the requirements of Section 413 Sealing Cracks & Concrete Structure Surfaces of the FDOT Specifications. The CONTRACTOR shall be responsible for the cleaning and sealing of the entire concrete cap of the existing structure, following removal of the existing gates. All manpower, equipment, material, and any other items necessary to perform this task shall be included. Price and payment will be full compensation for furnishing all equipment, tools and labor, Penetrant sealer, and all incidentals necessary for satisfactorily performing the work.

    The basis of payment for **Cleaning & Sealing Concrete Cap (includes Siloxane Penetrant Sealer)** shall be paid per LUMP SUM.

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TECHNICAL SPECIFICATIONS

SPECIAL CONDITIONS

1. **CITY FURNISHED ITEMS** - The CONTRACTOR shall bid all items for the project listed in the "Bid Form" based upon the material, labor, etc. necessary to complete each of the items.

2. **SURVEY CONTROL** - The bench marks for survey control for the project have been indicated in the construction plans. The location of these control points may at times be located within the construction area. It is the responsibility of the CONTRACTOR to locate, preserve, or offset these points as required to maintain proper survey control for the project for the duration of the construction efforts. Control points shall be re-established upon completion of construction at the expense of the CONTRACTOR.

   Grades shown are finished grades, and B.M. Datum is North American Vertical Datum 1988 (NAVD-1988) as noted in the plans.

3. **CONSTRUCTION ITEMS IN THE BID FORM** - Construction items in the Bid Form may be increased, decreased or deleted at the direction of the CITY and ENGINEER with no unit price adjustment.

4. **EXISTING SIGNS** - Existing Signs are to be relocated shall not be damaged during removal and prior to or during installation. If damage occurs, it shall be the CONTRACTOR's responsibility to repair or replace the signage at no additional cost to the CITY.

5. **REMOVAL OF EXISTING UNDERGROUND PIPE** - This shall be performed in accordance with the EPA guidelines found in 40 CFR Section 61.141.

6. **SEQUENCE OF CONSTRUCTION** - The construction sequence shall be established by the CONTRACTOR and forwarded to the CITY and ENGINEER for approval through the Project Schedule. The Schedule shall be prepared using a Critical Path Method or other approved project-scheduling tool.

7. **PROJECT MANAGER** - The Contract Supervisor for the CITY is John Dunton, City of Port St. Lucie Public Works Department and he may be reached at (772) 344-4035.

8. **ENGINEER** - The "Engineer of Record" for the project is Mr. Joseph W. Capra, P.E., CAPTEC Engineering, Inc. and can be reached at (772) 692-4344, a Professional Engineer duly licensed and registered in the State of Florida and designated by the CITY as Design Engineer.

9. **PRIVATE PROPERTY NOTICES** - The CITY, will distribute notices (door hanger) to residents/occupants, thirty (30) days in advance of construction. The notice will provide

general information and allow the resident/occupant the opportunity of removing any items within the construction area they specifically desire to remove.

10. **PROJECT PROGRESS MEETINGS** - Project progress meetings will be held weekly at the CITY Public Works Department, or other mutually convenient location as designated by the CITY and ENGINEER. Representatives of CITY, ENGINEER, and CONTRACTOR are required to attend. Other representatives, such as utility company personnel may attend as necessary.

11. **PROTECTION OF GOPHER TORTOISES** - Should the CONTRACTOR discover any tortoises on the site, the CONTRACTOR shall notify the CITY and the CITY will take the measures necessary to relocate the tortoise(s)? No extras or additional payments will be made to the CONTRACTOR for the protection of Gopher Tortoises. Prior to construction the CITY will have all known gopher tortoises relocated from the project site.

12. **DEBRIS LOCATED WITHIN PROJECT LIMITS** - The CONTRACTOR is advised that any existing construction and demolition debris located within the project limits should be removed and the costs to be included in the price of clearing and grubbing. The material shall be disposed in accordance with these specifications.

13. **RETESTS AND STANDBY TIME FOR SOILS TESTING COMPANY** – The costs for all retests and standby time for the testing companies will be paid by the CONTRACTOR.

14. **VIDEO TAPE/DVD** - The CONTRACTOR is required to videotape the project area prior to construction commencement. CONTRACTOR shall provide a copy of the videotape/DVD of the Project site to CITY for approval once complete and prior to issuance of Notice to Proceed. The cost of this shall be included in the Lump Sum item for Mobilization.

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Addendum #1
E-Bid #20160115
A-19 Water Control Structure Automation Construction Project
July 14, 2016

Additional Information:

1. A meeting was held with the City, CEI Engineer and a representative from the Turnpike Authority to discuss what the Contractor will be required to do if they choose to use the Turnpike for access to the A-19 site. The General Use Permit is also in the attachment and identified as Addendum #2.

Revisions:

2. The E-Bid Reply Excel Spreadsheet has been revised and issued as Addendum #3. The optional items has been removed. Any and all items necessary to utilize access from the Turnpike are to be included in the Mobilization costs if this is the route the Contractor chooses to use.

    - Pay Item No. 101-1A – Mobilization includes all costs associated with utilizing the Florida Turnpike as access to the project in accordance with the permit and addendum; including but not limited to signing, gate installation and restoration.

3. Attachment J – Mega View V1X Series CCTV Camera will not be used and is hereby deleted from the scope of work.

NOTE: The bid opening date has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

FLORIDA TURNPIKE GENERAL USE PERMIT PRE-WORK MEETING MINUTES

CONTRACT NUMBER:	10160116
TURPIKE PERMIT NUMBER:	2016-K-853-021 (TP-94-SP-047-16)
PROJECT DESCRIPTION:	A-19 CONTROL STRUCTURE REHABILITATION AND AUTOMATION ADJACENT TO TURPIKE (SR-91) MILEPOST 140.25

A pre-work meeting for the above project was held at the Jorgensen Contract Services (JCS) office at 1349 SW South Macedo Blvd. in Port St. Lucie on Wednesday, July 6th, 2016 at 10:00 AM. Attendees included the following:

Mr. Michael Fouche – Jorgensen Contract Services (JCS)
Mr. Mark Hamel – City of Port St. Lucie Public Works
Mr. Vernon Hackett, P.E. – Milestone Construction Group, Inc.
Ms. Xiaoyan Zheng, PhD, P.E. – (Observer)

Roles on the Project:

Mr. Michael Fouche (JCS) – Mr. Fouche is a Project Manager contracted by Florida's Turnpike Authority to maintain the R/W in the area adjacent to the A-19 project and serve as inspection services and permit enforcement for the Turnpike Authority.

Mr. Mark Hamel (CPSL) – Mr. Hamel is the City's Project Coordinator that will be administering the City's contract with the CEI (Milestone Construction Group, Inc.). Mr. Hamel serves as liason to Mr. John Dunton who is the City's signed Permittee.

Mr. Vernon Hackett (MCG) – Mr. Hackett is the City's CEI Project Manager for the A-19 project. Mr. Hackett will enforce the Contract for the A-19 work, coordinate any use of the Turnpike R/W and enforce Turnpike permit requirements for the project. Mr. Hackett will also be responsible for completing and submitting the Certification of Completion Turnpike permit document for the project.

Overview of Project Status:

This project is currently out to bid with a bid due date of August 9, 2016. The anticipated start for contract time is September 2016 with a contract completion date of May 17, 2017. Due to the nature of this work, it is anticipated that procurement of materials will take 4 to 6 months with actual construction time anticipated to begin between January and March of 2017. Actual construction is anticipated to take 4 to 8 weeks to complete. **The date of January 3, 2017 is being used as the anticipated construction date for the Turnpike in relation to R/W access.**

Maintenance of Traffic:

Maintenance of Traffic for this project shall be in accordance with a combination of FDOT Index Numbers 612 and 665. FDOT Index 612 is used for shoulder closures and is to be installed if R/W access is to be used for the A-19 project. "Trucks Entering Highway" signs shall also be installed in

accordance with index number 665. No other requirements on index 665 are necessary for this work.

Off-Duty FHP officers are an allowable enhancement that the Contractor can utilize for accessing the A-19 project through the Turnpike R/W. Troop K provides officers as requested. Minimum charges for officers are 4 hours.

Off-Duty FHP officers can be scheduled through the following contacts:

Lieutenant Coker: 772-538-2507
Trouper Alan Timmons: 772-475-6828

Underground Utilities:

Prior to any work being done within the Turnpike's R/W, the Contractor is responsible for contacting Florida's One Call. Additionally, the Turnpike has communications conduit in the area. The Contact for this utility is:

Mr. Rafael Sena
Rafael.Sena@dot.state.fl.us

Items of Concern/Requirements for using Turnpike R/W:

- If a gate is installed within the existing fence line, the gate must be closed at all times outside of loading/unloading of materials and/or equipment.
- Tolls will be required for use of the Turnpike.
- Access either side of M.P. 140.25 is at the Becker Road Interchange and the Port St. Lucie Interchange.
- All personnel within the Turnpike R/W must be wearing and ANSI certified vest.
- Vehicles remaining within the Turnpike R/W must have flashing amber strobe lights and a clearly marked logo on the vehicle.
- NO U-TURNS ARE ALLOWED AT ANY TIME.
- A temporary drainage culvert or a temporary bridging system may be required to cross the ditch between the turnpike property and City R/W. Drainage must be maintained on Turnpike property at all times.
- Clearing activities within Turnpike R/W are subject to review and approval of the Engineer prior to work being done. Clearing will be minimal and require removal of any debris from R/W.
- Erosion control measures must be submitted and reviewed by the Engineer prior to work.
- Access to the site via the Turnpike is restricted to Monday thru Friday from 9:00 AM to 4:00 PM.
- The condition of the existing fence posts will be reviewed by the Engineer. Rotted posts will be replaced by the Turnpike's maintenance contractor at no cost to the A-19 contractor. Posts in good condition damaged by the A-19 contractor will be replaced by the A-19 contractor at no cost to the City or Turnpike.
- A pre-construction meeting will be held prior to accessing the Turnpike R/W to go over all items covered in these minutes and on the permit document.
- During the pre-construction meeting, all parties shall discuss and agree to an appropriate set of actions to be taken before, during and after a state of emergency.

All items identified on Attachment 'A' were reviewed and discussed.

Notice of Project Status:

Vernon Hackett will send out a Notice of Project Status to Michael Fouche, Mark Hamel and John Dunton on the first of each month, beginning in August, to keep all parties updated on the status of the project. The permit will remain open until all work is complete.

Project Completion:

A final inspection will be held to verify the Turnpike R/W is restored to original or better condition at the completion of the project. The Certificate of Completion provided as part of the Turnpike permit must be completed at the time of final certification and submitted to the Turnpike and JCS.

F.A.C. Rule 14-20.010

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

GENERAL USE PERMIT

850-040-05
MAINTENANCE
05/08
Page 1 of 2

Oms # 475950
TP-94-SP-047-16

Date: 6/20/16

Permit No.: 2016-K-853-001

Name of Applicant or Authorized Agent: John Dunton

Entity (if applicable): City of Port St. Lucie

(If entity, furnish contact information for responsible representative)

Address: 121 SW Port St. Lucie Blvd. Zip Code: 34984

City/State: Port St. Lucie, Florida Telephone No.: 772-871-5177

Email Address: Jdunton@cityofpsl.com

Activity / Project Site

County: St. Lucie State Road: 91 Section: 94470

From Mile Post: 140.25 to Mile Post: 140.25

Construction Proposed or Underway: Yes ☐ No ☒ FM Project No.: N/A

Name of Municipality if Work is within Limits: City of Port St. Lucie

Description of Work Activity: Rehabilitation and Automation of the A-19 Control Structure in the canal adjacent to Florida's Turnpike R/W. Access for delivery of materials and equipment is being requested through the Turnpike Right-of-Way. No work will be done on the Turnpike Right-of-Way with the exception of restoration work that may be required at the completion of the project.

General Provisions

1. Attach any pertinent plans or drawings.
2. Attach notification letters sent to any Utilities both aerial and underground that will be potentially impacted.
3. The designated FDOT Engineer shall be notified 48 hours prior to beginning of work. Contact Dan Ekback at (954) 934-1205.
4. All work, materials and equipment shall be subject to inspection and approval by FDOT. Applicants certification of work at completion is required.
5. The permittee shall be responsible to place and display safety devices and proper maintenance of traffic in accordance with the latest version of the Department's Design Standards, index series 600, or an alternative plan signed and sealed by a professional Engineer and attached with the permit.
6. All FDOT property shall be restored to its original condition. Any damage to FDOT property as a result of this work shall be repaired and restored in a manner acceptable to the FDOT at the sole expense of the permittee.

RECEIVED
JUN 20 2016
BY: SK

Special Provisions

6-27-2016

SEE ATTACHMENT A

Recommended for Approval
By: Dan Ekback, P.E.
Florida's Turnpike Enterprise
Permits Engineer

Permit Not Valid
Without Attachments

Conditions

1. In the event the permittee fails to meet any of the requirements of this permit by the FDOT, the permitted activity must cease until brought into compliance. If compliance can not be met, then the permit will be rendered void and said work shall be removed from the right of way at no cost to the FDOT.

2. Work shall commence within 30 days of permit approval.
   Work shall be completed by 5/17/2017.
   (Date)

3. The rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the permittee, and the permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said permittee of the aforesaid rights and privileges.

Applicant

I hereby agree to comply with all terms and conditions set forth and described in this permit.

John Dunton, Project Manager — Printed or Typed Name and Title
Signature
6/15/16 — Date

FDOT

Debbie M. Meyer, P.E.
Eng. of Maintenance Operations
Florida's Turnpike Enterprise

Approved By: _____ Print Designated Engineer
Signature
6/27/16 — Date

_____ Title

RECEIVED
JUN 28 2016
BY:

ATTACHMENT "A"

Permit # 2016-K-853-021 (TP-94-SP-047-16)

Project Description: SR-91 MP 140.2

On behalf of the City of Port St. Lucie Milestone Construction Group proposes to install a drive thru gate per the FDOT Design Standards Index No. 665 in order to gain access to the A-19 control structure. The proposed gate location will be along the SB side of SR-91, 3 miles south of SW Port St. Lucie Blvd.

The following Special Conditions apply:

1. **The Applicant shall be responsible to make sure the Contractor abides by all FDOT Standard Specifications and Design Standards.**

2. **The Applicant will be contacted by the Florida's Turnpike Enterprise contact person Michael Fouche or his designee within five (5) working days from the date of the Agreement approval to schedule a pre-work meeting.** At the pre-work meeting, the Agreement and attached conditions will be discussed, and the Applicant shall provide emergency contact names and numbers and a schedule for the proposed work.

3. As per Florida Statute 556.105, the Applicant shall call Sunshine State One Call of Florida, Inc., not less than two business days prior to beginning any excavation. Please Note, Turnpike facilities will NOT be located by calling Sunshine. It is the Applicant's responsibility for locating and avoiding any Turnpike facilities that may be located in the area.

4. The existing Fence MUST be maintained at all times. This includes the Temporary Gate. At no time should the gate be left open, and or unlocked unless attended by the Permittee or his representative.

5. The Applicant's attention is directed to the fact that the Applicant will be required to pay tolls, as applicable to the general public.

6. While work is in progress, all vehicles shall be parked as far off the roadway as possible. All vehicles must be clearly marked with a company name and/or logo, and be equipped with working amber strobe lights. In addition, all workers shall wear ANSI approved apparel (safety vests) while on Turnpike property.

7. The Applicant shall be responsible for the protection of all Turnpike facilities and structures within the area of this work, including, but not limited to existing drainage structures, concrete ditch protection, irrigation systems,

signs, delineators and fencing. Any damage to Turnpike facilities or structures shall be reported to the Permits office within 24 hours and repaired or replaced to the satisfaction of the Turnpike, and in compliance with current F.D.O.T. standards and specifications.

8. The Applicant shall not be allowed to leave any vehicles, equipment or materials within the Turnpike clear zone during non-work periods. The overnight storage of any vehicles, equipment or materials within the Turnpike right-of-way shall be prohibited without prior approval by the Turnpike Permits Office.

9. The Applicant shall restore any area of the Turnpike right-of-way disturbed by this work. This shall include, but not be limited to the grading of areas to original grade and placement of sod in all areas disturbed by this work. All work shall be in accordance with *Standard Specifications for Road and Bridge Construction*, Section 575 (Sodding), as well as the *FDOT Design Standards*, Index 105.

10. In case of extreme traffic or weather conditions, the Applicant may be required to remove their operation from the roadway and/or right-of-way, at the discretion of the Engineer or the Florida Highway Patrol, Troop "K", who has jurisdiction on this roadway.

11. The Applicant agrees to coordinate its work at all times so as not to
    (a) delay, interfere with, or cause increased costs to the Department's construction or maintenance contractor that may be working in the area,
    (b) take any action that might be the basis for a claim for delay, interference, or increased costs by the contractor.

    In the event that the Applicant or its agents or employees receive any information, either express or implied, and either directly from the contractor or otherwise, which indicates delay, interference, or increased costs have been or might be caused as a result of the Applicant's work, the Applicant shall immediately cease all work and shall immediately notify the Permits Office of the circumstances so an investigation can be made and steps can be taken to avoid any delay, interference, or increased costs. The Applicant agrees to be responsible and pay for all damages that are caused by the Applicant's breach of the provisions of this Agreement or by the Applicant's negligence.

12. The Applicant shall notify the Turnpike Permits Representative within two weeks of completion of this work. **At that time, a final inspection will be scheduled prior to final acceptance of the work, with participation from the Turnpike, the Applicant, and the Contractor.**

13. The Applicant shall submit a "Certification of Completion" within 30 days after "Final Acceptance" of the work by the Turnpike.

14. Commencement of this work by the Applicant shall act as acknowledgment and acceptance of the terms and conditions of this Agreement and Special Conditions.

This Agreement is good thru May 17, 2017. We are asking that the applicant submit an E-mail requesting an extension, 10 days prior to the expiration date, if they want to keep the Agreement valid and open past the expiration date. If an E-mail is not received or an extension is not granted, the Agreement will be closed and a new Agreement submittal will be required to continue work. The extension will be up to the discretion of the Permits Engineer, Dan Ekback, P.E. E-mail: Daniel.ekback@dot.state.fl.us

CC: ***Hossein Barekat, Anthony Cocozza, Gresia Zamarripa, File***

(COC) Permit Applicant Statement of Certification of Completed Permit Work

FDOT Permit Number: _____ - _____ - 853 - _____

Turnpike Permit Number: TP - _____ - _____ - _____ - _____

Applicant: _____

Address: _____

E-Mail Address: _____ Phone: _____

I certify by my signature below that the work performed under this referenced Florida Department of Transportation Permit has been completed in accordance with the permit provisions and that minor deviations (as noted in accompanying drawings) will not prevent the permitted work from functioning safely and as intended at the time of permit approval. This statement is based upon the site observation of the performance of the work, scheduled and conducted by myself or by my representative under my direct supervision. All reasonable inspections, tests, and physical measurements have been made to determine that this permitted work has been done in accordance with all the provisions of the approved permit and applicable Florida Department of Transportation standards.

☐ A complete set of as-built plans, with all post approval revisions, are enclosed with and accompanying this statement.

☐ The permitted record drawings represent the "as-built" condition. No deviations were made.

The work was completed on: _____ / _____ / _____.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true.

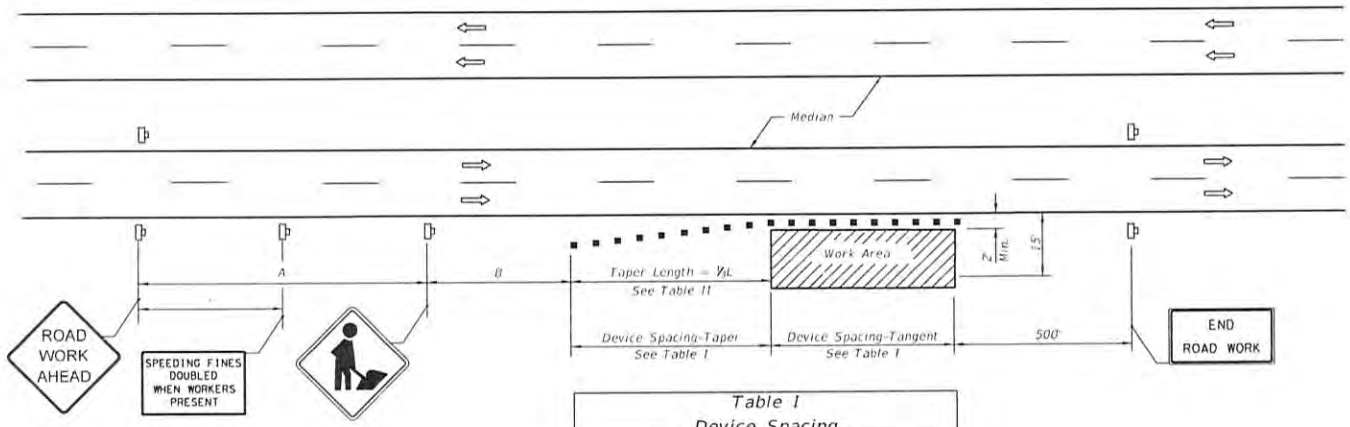
PRINTED NAME OF APPLICANT'S PROJECT MANAGER P.E. LICENSE NUMBER IF APPLICABLE

_____ _____
SIGNATURE DATE

FOR FLORIDA DEPARTMENT OF TRANSPORTATION ACCEPTANCE OF THE APPLICANT'S STATEMENT OF CERTIFICATION AND ACCOMPANYING AS-BUILT PLANS

_____ _____ _____
NAME OF PERSON RECOMMENDING ACCEPTANCE SIGNATURE DATE

_____ _____ _____
NAME OF PERMITS ENGINEER ACCEPTING SIGNATURE DATE



DISTANCE BETWEEN SIGNS		
Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

* 250' beyond the ROAD WORK AHEAD sign or midway between signs whichever is less

Table I Device Spacing				
Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II Taper Length - Shoulder				
Speed (mph)	½L (ft.)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L = \frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width.

½L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. When a high volume of work vehicles are entering and leaving the Work Area at speeds slower than 10 MPH below the posted speed, place an MOT-S-06 sign in the ROAD WORK AHEAD sign location and shift the ROAD WORK AHEAD sign upstream 500 ft.
2. This TCZ plan also applies to work performed in the median more than 2' but less than 15' from the edge of travelway.
3. When work is being performed on a multilane undivided roadway the signs normally mounted in the median (as shown) shall be omitted.
4. WORKERS signs to be removed or fully covered when no work is being performed.
5. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign.
6. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
7. For general TCZ requirements and additional information, refer to Index No. 600.

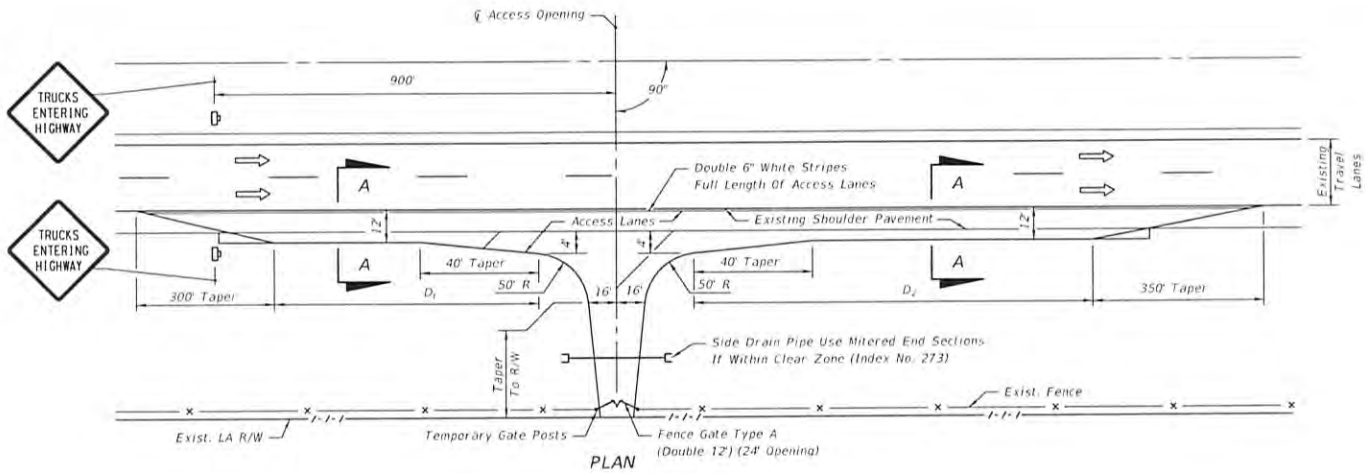
DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

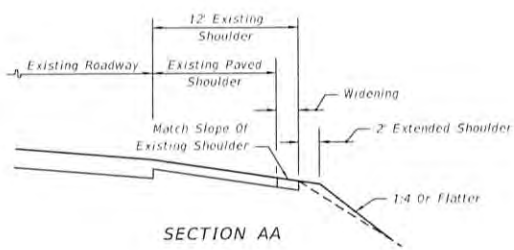
WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION	REVISION	DESCRIPTION:	FDOT 2016 DESIGN STANDARDS	MULTILANE, WORK ON SHOULDER	INDEX NO.	SHEET NO.
07/01/15					612	1 of 1



PLAN

LENGTH OF ACCESS LANES (Ft.)		
Grade	D_1	D_2
2% or less	590	1540
3 to 4% Upgrade	530	2310
3 to 4% Downgrade	710	925



SECTION AA

GENERAL NOTES

1. Access openings across limited access right of way and use of this Index are prohibited unless specifically permitted in the Contract Plans or Special Provisions. When permitted in the Contract Plans or Special Provisions and prior to construction of any opening, the Contractor must submit, in writing, a request identifying specific locations for approval by the Engineer.
2. No more than two (2) access openings will be allowed on each project.
3. Access openings shall be located only in areas having adequate sight distance and shall not be located within 1.5 miles of interchanges nor within 2000 ft. of acceleration-deceleration lanes at rest areas, other access openings or other highway service areas.
4. Access openings shall not be constructed directly opposite temporary median crossovers nor within 2000 ft. of temporary median crossovers.
5. Access openings shall be within the project limits and shall not be used for transporting materials to or from any other project. The acceleration-deceleration surfaces shall be paved. RAP material is acceptable for driveway surfacing.
6. Any Motorist Aid Call Boxes affected by the temporary access openings shall be relocated outside the limits of access lanes and remain in use during construction. Upon removal of access lanes, call boxes shall be returned to their previous location. Temporary relocation and restoration of call boxes shall be at the contractor's expense.
7. Access openings in the limited access fence shall have gates which are to be locked during nonwork hours or periods when the access is not in active use.
8. The contractor shall take all precautions necessary to insure against entrance by livestock or unauthorized persons or vehicles.
9. The contractor shall not vary from the plan detail without approval of the Engineer.
10. Gates shall be removed and access opening locations shall be restored to preconstruction condition immediately upon completion of activities utilizing the materials being transported through the openings whether or not the project is completed.
11. Failure to comply with any provision of the access opening plan shall be cause for terminating use of all openings. Upon notification by the Engineer, the contractor shall cease hauling and begin restoration of affected areas. Under this condition expense of removal, restoration and of additional hauling distances shall be borne by the contractor.
12. No guardrail or barrier wall will be removed for access openings.
13. Construction and removal of the access and restoring the area to preconstruction condition shall be included in the cost of Maintenance Of Traffic, LS.

SYMBOLS

Work Zone Sign

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/00			FDOT 2016 DESIGN STANDARDS	LIMITED ACCESS TEMPORARY OPENING	665	1 of 1

Addendum #3 - July 14, 2016
E-Bid #20160115
A-19 Water Control Structure Automation Construction Project
"REVISED" E-Bid Reply Excel Spreadsheet
Schedule A

Company Name: _____

LINE NO.	PAY ITEM NO.	DESCRIPTION	UNIT	EST QTY	UNIT PRICE	TOTAL
		GENERAL ITEMS				
1	101-1A	MOBILIZATION (INCLUDES GEN COND., BONDS)	LS	1		$ -
2	101-1B	PRE-CONSTRUCTION VIDEO	LS	1		$ -
3	104-11	FLOATING TURBIDITY BARRIER	LF	320		$ -
4	104-12	STABILIZED CONSTRUCTION ENTRANCE	EA	1		$ -
5	102-1	MAINTENANCE OF TRAFFIC	LS	1		$ -
6	110-3	CLEARING & GRUBBING	AC	0.50		$ -
7	110-6	REMOVAL OF EXISTING STRUCTURES/DEMOLITION	LS	1		$ -
8	120-1	REGULAR EMBANKMENT	CY	400		$ -
9	199-1	CONSTRUCTION LAYOUT / RECORD DRAWINGS	LS	1		$ -
10	455-1A	DEWATERING FOR CONSTRUCTION OPERATIONS	LS	1		$ -
11	455-1B	RIPRAP (DITCH LINING)	SY	663		$ -
12	455-1C	RIPRAP (BANK AND SHORE PROTECTION)	SY	472		$ -
13	999	#57 STONE, 8" THICK W/ FABRIC (CONTROL PANEL SLAB)	CY	7		$ -
14		***Subtotal for General Items***	--	--	--	**$ -**
		FENCING				
15	550-10-220	FENCE (TYPE 'B', 6' HEIGHT, STANDARD)	LF	56		$ -
16	550-10-320	BRIDGE FENCE (TYPE 'R', 6' HEIGHT, VERTICAL)	LF	56		$ -
17	550-60-111	FENCE GATE (TYPE 'B', SINGLE, 4' OPENING)	EA	3		$ -
18		***Subtotal for Planting and Grassing***	--	--	--	**$ -**
		PLANTING & GRASSING				
19	570-1-2A	PERFORMANCE TURF (SOD) (BAHIA)	SY	2,100		$ -
20	570-1-2B	PERFORMANCE TURF (HYDROSEED)	SY	13,000		$ -
21		***Subtotal for Planting and Grassing***	--	--	--	**$ -**
		UTILITIES				
22	715-4019	LIGHTING SYSTEM	LS	1		$ -
23	782-1-10	CCTV SYSTEM / CONC POLE / WIRING	LS	1		$ -
24	999-1a	REFURBISH SHEET PILE WEIR (SANDBLAST & PROTECTIVE COATING)	SF	3,026		$ -
25	999-1b	REFURBISH SHEET PILE WEIR (STEEL PLATE REPAIR)	SF	135		$ -
26	999-1c	CLEANING & SEALING CONCRETE CAP (INCLUDES SILOXANE PENETRANT SEALER)	LS	1		$ -
27	999-2	ALUMINUM SLIDE GATE (AWWA C562)	EA	3		$ -
28	999-3	ELECTRIC MOTOR ACTUATOR/ELECTRICAL	EA	3		$ -
29	999-4	CONTROL PANEL WIRING/ELECTRICAL/PROGRAMMING	LS	1		$ -
30	999-5	RAIN GAGE TE525-L (OR EQUAL)	LS	1		$ -
31		***Subtotal for Utilitites***	--	--	--	**$ -**
32		***Total Amount***				**$ -**

NOTE: Unit prices can only go out to 2 digits.
EXAMPLE: $5.25 is acceptable - $5.2555 is unacceptable.

ADDENDUM # 4
E-BID # 20160115
Addendum Date: 8/9/2016

Bid Name: A-19 Water Control Structure Automation Project

NOTE: The bid opening date has been changed.

TUESDAY, AUGUST 30, 2016 @ 3:00:00 PM

Location of the opening has not been changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her bid or proposal/bid to be accepted.

One-Time Only Site Visit
E-BID #20160115
A-19 Water Control Structure Automation Construction Project
July 12, 2016 @ 10:00 am

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	BERNIE BARRIE	DOUGLAS N. HIGGINS, INC	berniebedhiggins.com	T - 561-379-8975
				F
2.	Bill CLARK	FERREIRA		T
			W.CLARK@FERREIRA CONSTRUCTION.Com	F
3.	Mark Hamel	City of PSL- PWD		T 727 505-9455
				F
4.	Robyn Holder	City of PSL- PMD		T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T

E-Bid Opening
E-BID #20160115
A-19 Water Control Structure Automation Construction Project
August 30, 2016 @ 3:00 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Jim Angstadt	Public Works		T
				F
2.	Robyn Holder	PMD		T
				F
3.				T
				F
4.				T
				F
5.				T
				F
6.				T
				F
7.				T
				F
8.				T

Negotiation Meeting
E-BID #20160115
A-19 Water Control Structure Automation Construction Project
October 18, 2016 @ 1:30 pm

	Name (Please PRINT legibly)	Company Name	E-Mail Address	Telephone # & FAX #
1.	Vernon Hackett	MILESTONE CONSTRUCTION GROUP, INC.	Vernon@mcg-eng.com	T 772-408-9318 X-110
				F
2.	MATT DELUCA	DOUGLAS N. HIGGINS, INC	MATTD@DNHIGGINS.COM	T 941-465-8358
				F
3.	BERNIE BARRILE	DOUGLAS N. HIGGINS, INC	bernieb@dnhiggins.com	T 561-379-8979
				F
4.	John Dunton	city of PSL	jdunton@cityofPSL.com	T
				F 772 344-4635
5.	Robyn Holder	City of PSL		T
				F
6.				T
				F
7.				T
				F
8.				T

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, PE, Interim City Manager – City Engineer

John A. Bolduc, Chief of Police

Cheryl Shanaberger, Procurement Management Director

FROM: Brenda Leo, Contract Specialist

Agenda Item: Motion: #95-31218 – Crime Laboratory Services at Indian River State College

Submittal Date: 11/18/2016

STRATEGIC PLAN LINK: Goals 2020, Financially Sound City, High Performance City Organization, Objectives, Item # 4-"Develop a City organization culture that emphasizes responsibility, performance, results and accountability."

BACKGROUND: The Regional Crime Laboratory at Indian River State College provides laboratory services and evidence analysis for twelve (12) law enforcement agencies in the four (4) county areas (Martin, St. Lucie, Indian River, and Okeechobee). The annual cost is based on the usage of the collective twelve (12) agencies.

ANALYSIS: The laboratory services and evidence analysis provided to the City of Port Saint Lucie by the Regional Crime Laboratory at IRSC are essential to the City of Port Saint Lucie Police Department.

FINANCIAL INFORMATION: Funds are budgeted in the General Fund: Police Department Community Services: Professional Services account.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approval of current and all future year expenditures for Contract #98-31218 - Crime Laboratory Services at Indian River State College, as budget allows. Quarterly payments in the amount of $78,338.25 for the 2017 fiscal year - annual total of $313,353.00.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Indian River Crime Laboratory Invoice #100116PSLPD for the 1st quarter of 2017 FY.

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

RECEIVED

NOV 1 7 2016

CITY MANAGER'S OFFICE

INVOICE
INDIAN RIVER CRIME LABORATORY

4700 W Midway Rd
Ft Pierce, FL 34981-4825
Phone 772-462-3229 Fax 772-462-3275

INVOICE 100116PSLPD

DATE: 10/01/16

Bill To:
CHIEF JOHN BOLDUC
PORT ST. LUCIE POLICE DEPARMENT
121 SW PORT ST. LUCIE BLVD.
PORT ST. LUCIE, FL 34984

Ship To:
Name
Company **SAME**
Address
City, State ZIP
Phone

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
	1st Quarter 2016		
1	**Oct. thru Dec. 2016**	$78,338.25	$78,338.25
	Make checks payable to: **Indian River Crime Lab** **Mail to:** **St. Lucie County Sheriff's Office** **Attn: Rozanne Friend** **4700 W. Midway Rd.** **Fort Pierce, FL 34981**		
		SUBTOTAL	$78,338.25
		SALES TAX	0
		SHIPPING & HANDLING	
		TOTAL DUE	$78,338.25

Approved JAB

RECEIVED
OCT 31 2016
OFFICE OF
CHIEF OF POLICE

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, Interim City Manager
Jesus Merejo, Interim Assistant City Manager- Utility Systems Director
John Bolduc, Chief of Police

FROM: Cheryl Shanaberger, Director of Procurement Management

Agenda Item: Motion: #20170017, Replace Police Radios and Trade-in Old Radios to Motorola

Submittal Date: 11/18/2016

STRATEGIC PLAN LINK: Port St. Lucie Mission, Principle A, Exceptional Municipal Services, Providing state of the art technology to support service delivery and planning for the future.

BACKGROUND: The Port St. Lucie Police Department (PSLPD), along with numerous agencies in the county, utilizes a joint 800 MHz trunked radio system. The system, in its current state, dates back to 1999. The current radio system was developed prior to any development west of I-95 and the system was not designed for coverage in Tradition nor the McCarty Ranch area. The Police Department and other agencies have extremely poor communications in those areas due to reception issues. One of the key objectives of the new radio system is to provide clear communication in these areas. Motorola has offered a municipal lease-to-purchase option to each of the subscribers in St. Lucie County as well as substantial discounts for subscriber units (radios) if purchased in the calendar year 2016. The St. Lucie County Fire Department and St. Lucie County Sheriff's Department have taken advantage of this lease-to-own option. The county has invested in replacing the current radio system and is moving to a next generation digital based infrastructure. Digital enhancements from the upgraded system will increase reliability, reception and inside of building coverage throughout the City. Digital enhancements come with additional features such as Over the Air Rekey (OTAR) and encryption will become available after the upgrades have been completed. In order to operate on the

new radio system, the Department has two options: Upgrade current radios with the new software or purchase new radios.

ANALYSIS: Option #1: Upgrade our current radios. This option will require the purchase of the software "Flash". Flash software upgrades cost approximately $900-$1,600 per radio, depending on the exact radio variant. Flash Failures- during programming and updates PSLPD has had a 10% failure rate, requiring the radio to be returned to Motorola Depot Repair at a cost of $400 each radio. Motorola will not cover radios that suffer failures during this upgrade. This means if repairs are needed, many of our radios will exceed $2,000 to program and make compatible with the new County-wide system. If upgraded radios fail due to damage or age, they cannot be repaired and the investment in the updated software will be completely lost. Please note that upgrading the current radios will only buy the Department time to phase them out over the next five years. Motorola is discontinuing support to current radios in 2018. Staff considers this option inadequate since it is only a temporary solution.

Option # 2: Lease purchase 282 hand held radios and 245 vehicle mobile sets with dash mounts and accessories. This option is the preferred option by Staff since this will provide updated radios immediately that are compatible with the County-wide system without any failures or replacement concerns.

FINANCIAL INFORMATION: Fiscal year 16/17's budget was set prior to Motorola offering a discounted lease-to-own proposal for all new radios for 2016. Finance, Office of Management and Budget as well as the Police Department worked collectively to find a more cost-effective option with a significantly lower interest rate, for purchasing new radios. Finance has investigated all other loan opportunities and have not located any that compete with the Motorola lease-to-own. The Motorola lease-to-own is for 5 years at 2% interest rate. The total cost is $ 2,294,457.87 a credit of $510,270.87 is being allowed as a trade-in amount for 282 handheld radios and 245 mobile units and the City will issue a $500,000.00 down payment. The Police Department initially budgeted $183,600.00 for the purchase of new radios for fiscal year 16/17. The budgeted funds and impact fees will be used for the $500,000.00 down payment. The City will finance $1,284,187.00 at 2% over five years and the annual payment will be $272,451.05. PSLPD will continue to budget for the payments over the next five years. The down payment will be made from Impact Fees and the General Fund, Division NPB Dist.S, Other Machinery and Equipment.

LEGAL INFORMATION: The Legal Department has approved the use of impact fees to pay for a portion of the purchase and the payments over the next five years because new development west of I-95 has created a need for an enhanced radio system. Reviewed by Keri Norbraten on November 8, 2016 and approved as to form.

STAFF RECOMMENDATION: Waive the Bidding, Good Cause Shown 35.04 (c) and approve the lease purchase from Motorola Solutions Credit Company LLC of 282 Handheld Radios and 245 Mobile/Vehicular radio sets including all accessories required, a 3 year warranty, and programming. The total cost is $ 2,294,457.87 a credit of $510,270.87 is allowed as a trade-in amount for 282 handheld radios and 245 mobile units and the City will issue a $500,000.00 down payment. The lease amount is $1,284,187.00 with yearly payments for five years of $272,451.05.

SPECIAL CONSIDERATION: To take advantage of the current offer from Motorola, the order has to be placed and delivered by the end of calendar year 2016.

PRESENTATION INFORMATION: A 5 minute PowerPoint Presentation can be made if desired by City Council.

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Quote from Motorola and Lease

*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

NOV 1 0 2016

CITY MANAGER'S OFFICE

MOTOROLA SOLUTIONS

P25 Subscriber Equipment Quotation
Per St. Lucie County P25 Contract

PORT ST. LUCIE POLICE DEPARTMENT

Qty.	Model	Description	Unit Price	Extended
282	H98UCF9PW6BN	**APX6000 ENHANCED 700/800 MODEL 2.5 PORTABLE**	**$4,343.75**	**$1,224,937.50**
	Q806	ADD: ASTRO DIGITAL CAI OPERATION		
	H38	ADD: SMARTZONE OPERATION		
	Q361	ADD: P25 9600 BAUD TRUNKING		
	G996	ADD: PROGRAMMING OVER P25 (OTAP)		
	H885BK	ADD: 3 YEAR SERVICE FROM THE START		
	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION		
	QA09001AB	ADD: WIFI CAPABILITY		
	QA05570AA	ALT: BATT IMPRES 2 LIION R IP68 3400T		
		PROGRAM RADIO		
282	NNTN8863A	**IMPRES 2 SINGLE UNIT DESKTOP CHARGER W/ USB CHARGING**	**$130.90**	**$36,913.80**
282	PMMN4062A	**REMOTE SPEAKER MICROPHONE W/ AUDIO JACK**	**$90.63**	**$25,557.66**
282	RLN4941A	**EARPIECE WITH TRANSLUCENT TUBE FOR USE WITH RSM**	**$53.13**	**$14,982.66**
245	M25URS9PW1AN	**APX6500 DIGITAL MOBILE RADIO - DASH MOUNT**	**$4,049.25**	**$992,066.25**
	G24AX	ADD: 3 YEAR SERVICE FROM THE START		
	W22BA	ADD: PALM MICROPHONE		
	G66AM	ADD: DASH MOUNT 05		
	G806BE	ENH: ASTRO DIGITAL CAI OP APX		
	G831AD	ADD: SPKR 13W WATER RESISTANT		
	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870		
	G361AH	ADD: P25 TRUNKING SOFTWARE		
	G51AU	ENH: SMARTZONE OPERATION APX6500		
	G996AS	ADD: PROGRAMMING OVER P25 (OTAP)		
	G442AJ	ADD: APX O5 CONTROL HEAD		
	G444AF	ADD: CONTROL HEAD SOFTWARE		
		PROGRAM RADIO		
1	PROMO	**RADIO TRADE-IN AND VOLUME PURCHASE INCENTIVE**	**($510,270.87)**	**($510,270.87)**
		(Valid for orders placed by 11/15/16 and shipped by 12/31/16 per St. Lucie County P25 Contract)		
		PORT ST. LUCIE POLICE DEPARTMENT TOTAL		**$1,784,187.00**

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

MOTOROLA *SOLUTIONS*

Date:	November 4, 2016
Financing proposal for:	**City of Port St. Lucie, FL**
	Communications System Financing Proposal

Motorola Solutions Credit Company LLC is pleased to submit the following proposal for the financing of your Motorola Communications subscriber solution in accordance with the terms and conditions outlined below:

Transaction Type:	Municipal Lease-Purchase Agreement
Lessor:	Motorola Solutions, Inc. (or its Assignee)
Lessee:	**City of Port St. Lucie, FL**
Amount:	$1,784,187.00
Down Payment:	$500,000.00
Balance to Finance:	$1,284,187.00
Equipment:	As per the Motorola equipment proposal.
Title:	Title to the equipment will vest with the Lessee.
Insurance:	Lessee will be responsible to insure the equipment as outlined in the lease contract.
Taxes:	Personal property, sales, leasing, use, stamp, or other taxes are for the account of the Lessee.

	Option One
Lease Term:	Five Years
Payment Frequency:	Annual
Payment Structure:	Arrears
Lease Rate:	2.00%
Lease Factor:	0.212158
Lease Payment:	$272,451.05
Payment Commencement:	First payment due one year after contract execution.

Expiration: This above lease rates and factors are valid for all leases commenced by 11/30/2016

Qualifications: Receipt of a properly executed documentation package.

Lessee qualifies as a political subdivision or agency of the State as defined in the Internal Revenue Code of 1986. The interest portion of the Lease Payments shall be excludable from the Lessor's gross income pursuant to Section 103 of the Internal Revenue Code.

Receipt of a copy of the last years audited financial statements and current year's budget from the Lessee.

This proposal should not be construed as a commitment to finance. It is subject to final Motorola credit committee approval. This quote is based on the general level of interest rates, primarily U.S. Treasury Bills of like term maturity. Any movement in those rates in excess of 10 basis points will result in the revision of this quote.

LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE

Documentation:

- Municipal Equipment Lease Purchase Agreement
- Opinion of Counsel
- Schedule A / Equipment List
- Schedule B / Amortization Schedule
- 8038G
- UCC-1
- Certificate of Incumbency
- Statement of Essential Use/Source of Funds
- Evidence of Insurance or Statement of Self Insurance
- Resolution from governing body authorizing the execution of the Lease

Please feel free to contact me if there are any questions or if an alternate structuring is required.

Regards,
Bill Stancik
Motorola Customer Financing
847-538-4531

MOTOROLA SOLUTIONS

November 7, 2016

Chief John Bolduc
CITY OF PORT ST. LUCIE
121 S.W. Port Lucie Blvd.
Port St. Lucie FL 34984

RE: Municipal Lease #24036

Dear Chief Bolduc:

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the radio equipment to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #24036 are valid for contracts that are executed and returned to Motorola on or before November 30, 2016 After 11/30/16, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 West Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

ELPA FL Short C 72816

LESSEE FACT SHEET

Please help Motorola Solutions, Inc. provide excellent billing service by providing the following information:

1. Complete Billing Address _____

   _____

   E-mail Address: _____

   Attention: _____

   Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other "descriptions" that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address _____

   _____

   _____

   _____

   Phone: _____

   Fax: _____

7. Payment remit to address:

   Motorola Solutions Credit Company LLC
   P.O. Box 71132
   Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 24036

LESSEE:

CITY OF PORT ST. LUCIE
121 S.W. Port Lucie Blvd.
Port St. Lucie FL 34984

LESSOR:

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto (*"Equipment"*) in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement (*"Lease"*).

1. **TERM.** This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on the Commencement Date specified in Schedule A and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto (*"Lease Term"*).

2. **RENT.** Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term. Lessee will seek funding each year as a part of its budget process. It is Lessee's intent to make Lease Payments for the full Lease Term if funds are legally available therefore and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

Lessee's obligation to make Lease Payments and to pay any other amounts payable under this Lease constitutes a current obligation payable only to the extent permitted by law and exclusively from legally available funds and shall not be construed to be an indebtedness within the meaning of any applicable constitutional or statutory limitation or requirement. Lessee has not pledged and will not pledge its full faith and credit or its taxing power to pay any Lease Payments or any other amounts under this Lease. Neither Lessor nor any Assignee (described below) may compel the levy of any ad valorem taxes by Lessee to pay Lease Payments or any other amounts under this Lease.

3. **DELIVERY AND ACCEPTANCE.** Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A (*"Equipment Location"*). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor.

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that

the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the *"Contract"*) covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee (*"Assignee"*). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS." LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, in the event the funds appropriated by Lessee's governing body or otherwise available by any means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessor may request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee.. In the event that Lessee agrees to deliver the Equipment to Lessor, Lessee hereby agrees to transfer title to and deliver possession of the Equipment in accordance with Section 17.1 of this Lease. In the event that Lessee does not return the Equipment to Lessor, Lessor may proceed by appropriate court action or actions, either at law or in equity, to recover damages.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the *"Code"*); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payments to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all public bidding requirements where necessary and by due notification presented this Lease for approval and adoption as a valid obligation on its part, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be subject to the limitations set forth in Sections 2 and 5 hereof.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT. During the Lease Term, title to the Equipment will vest in Lessee and Lessor will have no security interest therein. Notwithstanding the obligations of Lessee to pay the Lease Payments, this Lease shall not result in the creation of any lien, charge, security interest or other encumbrance upon the Equipment and Lessor shall have no right to involuntarily dispossess Lessee of the use and enjoyment of or title to the Equipment.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor

unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assignee as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assignee as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon. Nothing contained in this Section 14 shall waive the Lessee's sovereign immunity afforded under Florida Statue 768.28.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; *provided, however,* that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall

have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing ever delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the Fiscal Year in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) request by written notice that Lessee promptly deliver the Equipment to Lessor or its Assignee; and (iii) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. If Lessor terminates this Lease and receives possession of the Equipment, Lessor may sell or lease the Equipment or sublease it for the account of Lessee. If the proceeds of such sale, lease or sublease are not sufficient to pay the balance of any Lease Payments or other amounts owed by Lessee under the Lease, Lessor may pursue such other remedies as are available at law or in equity to collect the balance of such Lease Payments or other amounts from Lessee's legally available funds. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

17.1. RETURN OF THE EQUIPMENT. In the event that Lessee determines to return the Equipment to Lessor or its Assignee pursuant to Section 5 or 17 hereof, Lessee agrees to transfer title to and deliver possession of the Equipment in the condition hereafter required by preparing and appropriately protecting the Equipment for shipment and, at Lessor's option, (i) surrendering the Equipment to Lessor at the Equipment Location specified in Schedule A hereto, or (ii) loading the Equipment on board such carrier as Lessor shall specify and shipping the same, freight collect, to Lessor at the place designated by Lessor. In the event of any such delivery of the Equipment to Lessor, Lessee shall execute and deliver such documents as may reasonably be required to transfer title to and possession of the Equipment to Lessor, free and clear of all liens to which the Equipment has become subject.

Upon such delivery of the Equipment to Lessor, if the Equipment is damaged or otherwise made less suitable for the purposes for which it was manufactured than when delivered to Lessee (reasonable wear and tear excepted), Lessee agrees, at its option, to: (a) repair or restore such Equipment to the same condition in which it was received by Lessee (reasonable wear and tear excepted) and, at its expense, promptly return such Equipment to Lessor (or to a location identified in a written notice to Lessee) or (b) pay to Lessor the actual cost of such repair, restoration and return.

There is no intent to create under any provision of this Lease a right in Lessor to involuntarily dispossess Lessee of the legal title to or the use of the Equipment. Lessor hereby irrevocably waives any right to specific performance of any covenant of Lessee to transfer legal title to and return possession of the Equipment.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and *provided* that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment Dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received ten days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Bank Qualified Statement, Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of this Lease, which is prohibited or unenforceable in any jurisdiction, shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions hereof. To the extent permitted by applicable law, Lessee and Lessor hereby waive any provision of law that prohibits or renders unenforceable any provision of this Lease in any respect.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

25. RECORDS. The Lessee is a public agency subject to Chapter 119, Florida Statutes. The Lessor shall comply with Florida's Public Records Law. LESSOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

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

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

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

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

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

4. The Lessor agrees to make available to the Lessee, during normal business hours all books of account, reports and records relating to this Lease.

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the _____ day of November2016

LESSEE:
CITY OF PORT ST. LUCIE

By:_____

Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By:_____

Title:_____

CERTIFICATE OF INCUMBENCY

I,_____ do hereby certify that I am the City Clerk of CITY OF PORT ST. LUCIE, an entity duly organized and existing under the laws of the **State of Florida.** I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and the individuals executing this agreement hold the office(s) below his/her/their respective name(s)

IN WITNESS WHEREOF, I have executed this certificate hereto this _____ day of November2016.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement # 24036 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; and (iv) Lessee has sufficient monies available to make all payments required to be paid under the Lease during the current fiscal year of the Lease, and such monies have been properly budgeted and appropriated for this purpose in accordance with State law. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

_____

Attorney for CITY OF PORT ST. LUCIE

SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT

Schedule A Lease Number: 24036

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **24036** ("Lease"), between Lessor and CITY OF PORT ST. LUCIE, Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 60 Months

Commencement Date: **December 1, 2016**
First Payment Due Date: **December 1, 2017**

5 annual payments of $272,451.05 as outlined in the attached Schedule B, plus Sales/Use Tax of $0.00, payable on the Lease Payment Dates set forth in Schedule B.

MOTOROLA SOLUTIONS

PORT ST. LUCIE POLICE DEPARTMENT

Qty.	Model	Description	Ur
282	H98UCF9PW6BN	**APX6000 ENHANCED 700/800 MODEL 2.5 PORTABLE**	
	Q806	ADD: ASTRO DIGITAL CAI OPERATION	
	H38	ADD: SMARTZONE OPERATION	
	Q361	ADD: P25 9600 BAUD TRUNKING	
	G996	ADD: PROGRAMMING OVER P25 (OTAP)	
	H885BK	ADD: 3 YEAR SERVICE FROM THE START	
	QA09006AA	ADD: ADAPTIVE NOISE SUPPRESSION	
	QA09001AB	ADD: WIFI CAPABILITY	
	QA05570AA	ALT: BATT IMPRES 2 LIION R IP68 3400T	
		PROGRAM RADIO	
282	NNTN8863A	**IMPRES 2 SINGLE UNIT DESKTOP CHARGER W/ USB CHARGING**	
282	PMMN4062A	**REMOTE SPEAKER MICROPHONE W/ AUDIO JACK**	
282	RLN4941A	**EARPIECE WITH TRANSLUCENT TUBE FOR USE WITH RSM**	
245	M25URS9PW1AN	**APX6500 DIGITAL MOBILE RADIO - DASH MOUNT**	
	G24AX	ADD: 3 YEAR SERVICE FROM THE START	
	W22BA	ADD: PALM MICROPHONE	
	G66AM	ADD: DASH MOUNT 05	
	G806BE	ENH: ASTRO DIGITAL CAI OP APX	
	G831AD	ADD: SPKR 13W WATER RESISTANT	
	G174AD	ADD: ANT 3DB LOW-PROFILE 762-870	
	G361AH	ADD: P25 TRUNKING SOFTWARE	
	G51AU	ENH: SMARTZONE OPERATION APX6500	
	G996AS	ADD: PROGRAMMING OVER P25 (OTAP)	
	G442AJ	ADD: APX O5 CONTROL HEAD	
	G444AF	ADD: CONTROL HEAD SOFTWARE	
		PROGRAM RADIO	
1	PROMO	**RADIO TRADE-IN AND VOLUME PURCHASE INCENTIVE**	($
		(Valid for orders placed by 11/15/16 and shipped by 12/31/16 per St. Lucie County P25 Co	

PORT ST. LUCIE POLICE DEPARTMENT TOTAL

CITY OF PORT ST. LUCIE (Schedule B)

Compound Period: Annual

Nominal Annual Rate: 2.000%

CASH FLOW DATA

Event	Date	Amount	Number	Period	End Date
1 Loan	12/1/2016	$ 1,284,187.00	1		
2 Payment	12/1/2017	$ 272,451.05	5	Annual	12/1/2021

AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year

Date	Payment	Interest	Principal	Balance
Loan 12/1/2016				$ 1,284,187.00
1 12/1/2017	$ 272,451.05	$ 25,683.74	$ 246,767.31	$ 1,037,419.69
2 12/1/2018	$ 272,451.05	$ 20,748.39	$ 251,702.66	$ 785,717.03
3 12/1/2019	$ 272,451.05	$ 15,714.34	$ 256,736.71	$ 528,980.32
4 12/1/2020	$ 272,451.05	$ 10,579.61	$ 261,871.44	$ 267,108.88
5 12/1/2021	$ 272,451.05	$ 5,342.17	$ 267,108.88	$ -
Grand Totals	$ 1,362,255.25	$ 78,068.25	$ 1,284,187.00	

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is $1,276,397.14 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 2.21%. Such issue price and yield will be stated in the applicable Form 8038-G.

Schedule B page 2.
INITIAL INSURANCE REQUIREMENT: $1,284,187.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **24036** to that Equipment Lease Purchase Agreement number **24036** will be maintained by CITY OF PORT ST. LUCIE as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

_____
Name of insurance provider

_____
Address of insurance provider

_____
City, State and Zip Code

_____
Phone number of local insurance provider

_____
E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **24036** , City of Port St. Lucie hereby certifies that following coverage are or will be in full force and effect:

Type	**Amount**	**Effective Date**	**Expiration Date**	**Policy Number**
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:
Description: All Equipment listed on Schedule A number 24036 to that Equipment Lease Purchase Agreement number24036. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 24036 and list any deductibles

Certificate Holder:
MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

November 24, 2016

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

RE: Self-Insurance for a Schedule Number **24036** to that certain Equipment Lease Purchase Agreement Number **24036** dated the _____ day of November 2016, by and between City of Port St. Lucie as Lessee and Motorola Solutions, Inc. as Lessor.

Equipment Description: See attached equipment list

Gentlemen:

In consideration of your waiver of the requirement in the above captioned Lease to furnish you with evidence of physical damage and liability insurance on the collateral, and as a further inducement to you to allow the undersigned to self-insure, the undersigned agrees, as follows:

1. To be fully and financially responsible for any and all partial or total loss of the collateral;

2. To notify you in writing, immediately upon any loss of, or damage to, the collateral;

3. To furnish you with estimates of the repair costs for any and all damage caused to, or suffered by, the collateral;

4. To repair or replace said collateral, or so much thereof as may be destroyed or damaged from any cause whatsoever within 45 days or as soon as possible thereafter;

5. To furnish you with paid receipts evidencing the repair of any and all damage to the collateral;

6. To provide you with any duly authorized and executed documentation that you may require to perfect a valid first, prior and paramount lien in replacement collateral;

7. In the event that said collateral cannot be repaired or restored to a condition or value equivalent to its condition or value before the damage, or replaced by comparable collateral, to immediately pay off the obligation, or such portion thereof as may be attributable to the collateral destroyed or damaged beyond repair;

8. To provide annual accountant prepared financial statements, and in the event of a material adverse change in the undersigned's financial condition, and upon your written demand, to furnish you with insurance from an insurance company acceptable to you in an amount not less than the then fair market value of the collateral.

9. In the event that the undersigned fails to furnish the insurance policy required under paragraph 8, then, in such event, you may either declare the contract in default, or, at your option, obtain insurance coverage protecting your interest in the collateral and add the costs thereof to the then outstanding balance.

10. To be fully and financially responsible for any loss, damage, injury or accident involving or resulting from use of the Equipment..

11. To provide Lessor with written notice of any claims for loss, damage, injury or accident involving or resulting from use of the Equipment, and make available to Lessor all information and documentation relating thereto.

12. In the event that the undersigned furnishes, or you obtain, the insurance, then, in such event, all of the terms, conditions and provisions of the lease, regarding insurance coverage shall be applicable for the remainder of the term of the lease.

The undersigned further agrees that this letter agreement shall be binding upon, and enure to the benefit of, itself and you and our respective heirs, successors, assigns, and legal and personal representatives.

The undersigned has caused this letter agreement to be executed by its duly authorized representative.

LESSEE: City of Port St. Lucie

By: _____

Title: _____

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, please address the following questions by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?

2. Why is the equipment essential to the operation of CITY OF PORT ST. LUCIE?

3. Does the equipment replace existing equipment?

   If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

   If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years?

Bank Qualified Statement

LESSEE CERTIFIES THAT IT HAS NOT DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE AND IF THE LESSEE HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION, IT HAS NOT DESIGNATED MORE THAN $10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED $10,000,000.

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease) held on November____, 2016 following resolution was introduced and adopted.
BE IT RESOLVED by the Governing Board of Lessee as follows:

Determination of Need. The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between CITY OF PORT ST. LUCIE (Lessee) and Motorola Solutions, Inc. (Lessor).

1. Approval and Authorization. The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby desigates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.

2. Adoption of Resolution. The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Form **8038-G**
(Rev. September 2011)
Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Obligations

▶ Under Internal Revenue Code section 149(e)
▶ See separate instructions.
Caution: *If the issue price is under $100,000, use Form 8038-GC.*

OMB No. 1545-0720

Part I Reporting Authority

If **Amended Return**, check here ▶ ☐

1 Issuer's name CITY OF PORT ST. LUCIE	2 Issuer's employer identification number (EIN)
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite 121 S.W. Port Lucie Blvd.	5 Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code Port St. Lucie FL 34984	7 Date of issue 12/1/16
8 Name of issue Equipment Lease-Purchase Agreement 24036	9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)	10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11	Education	11	
12	Health and hospital	12	
13	Transportation	13	
14	Public safety	14	1,276,397.14
15	Environment (including sewage bonds)	15	
16	Housing	16	
17	Utilities	17	
18	Other. Describe ▶	18	
19	If obligations are TANs or RANs, check only box 19a ▶ ☐ If obligations are BANs, check only box 19b ▶ ☐		
20	If obligations are in the form of a lease or installment sale, check box ▶ ☐		

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	12/1/21	$ 1,276,397.14	$ 1,276,397.14	5 years	2.21 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			22	
23	Issue price of entire issue (enter amount from line 21, column (b))			23	1,276,397.14
24	Proceeds used for bond issuance costs (including underwriters' discount)	24			
25	Proceeds used for credit enhancement	25			
26	Proceeds allocated to reasonably required reserve or replacement fund	26			
27	Proceeds used to currently refund prior issues	27			
28	Proceeds used to advance refund prior issues	28			
29	Total (add lines 24 through 28)			29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			30	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the bonds to be currently refunded ▶ _____ years

32 Enter the remaining weighted average maturity of the bonds to be advance refunded ▶ _____ years

33 Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ▶

34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b	Enter the final maturity date of the GIC ▶			
c	Enter the name of the GIC provider ▶			
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ ☐ and enter the following information:

b Enter the date of the master pool obligation ▶

c Enter the EIN of the issuer of the master pool obligation ▶

d Enter the name of the issuer of the master pool obligation ▶

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▶ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▶ ☐

41a If the issuer has identified a hedge, check here ▶ ☐ and enter the following information:

b Name of hedge provider ▶

c Type of hedge ▶

d Term of hedge ▶

42 If the issuer has superintegrated the hedge, check box ▶ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▶ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▶ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▶ ☐ and enter the amount of reimbursement ▶

b Enter the date the official intent was adopted ▶

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▶ Signature of issuer's authorized representative Date ▶ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▶			Firm's EIN ▶	
Firm's address ▶			Phone no.	

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.
Equipment Lease Purchase Agreement No.: 24036 Lease Schedule A No. : 24036

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A#24036. See Schedule A for a detailed Equipment List.

LESSEE:

CITY OF PORT ST. LUCIE

By: _____

Date: _____

CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D
Meeting Date: 11/28/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

THRU: O. Reginald Osenton, City Attorney

FROM: Thomas F. Mullin, Esq., Special Legal Counsel

Agenda Item: Motion: Approval of Agreement for Exchange of Property between the City and Equitas Management Group, LLC

Submittal Date: 11/18/2016

STRATEGIC PLAN LINK: Goal 3 – Balanced, Responsible and Sustainable Growth

BACKGROUND: Equitas Management Group, LLC ("Equitas"), owns certain lots at the corner of Gatlin Boulevard and Brescia Street ("Gatlin Parcels") that it intends to develop into a commercial project (the "Project"). Due to the small size of the Gatlin Parcels, Equitas initially proposed to construct the surface water management, drainage and other features supporting the Project on property it owns on Brescia Street between Kenwick Avenue and Elmwood Avenue north of the Gatlin Parcels ("Drainage Parcels").

The City owns certain lots to the west of, and directly abutting, the Gatlin Parcels on Gatlin Boulevard ("City Parcels").

Residents of Kenwick Avenue and Elmwood Avenue expressed opposition to the Project, citing concerns related to the use of the Drainage Parcels and potential future development of the Drainage Parcels, among others.

One solution offered by Equitas to address some of the residents' concerns was to enter into a land exchange agreement with the City whereby Equitas would convey the Drainage Parcels to the City in exchange for the City conveying the City parcels to Equitas. The draft Agreement for Exchange of Property ("Agreement") has been negotiated by counsel for Equitas and the City Attorney and Special Counsel to the City to effectuate the land exchange proposed by Equitas. A draft of the

Agreement is attached hereto as Attachment "1". The Agreement outlines the consideration for the City, and contains numerous conditions that must be met by Equitas prior to the City conveying the City Parcels to Equitas or accepting the Drainage Parcels from Equitas. Additionally, the Agreement contains consideration for Equitas and sets forth the conditions of the City before Equitas will convey the Drainage Parcels to the City or accept the City Parcels from the City.

ANALYSIS: The result of the land exchange will provide the City with additional open space adjacent to existing residential communities that will serve as a buffer between the residential areas and the proposed Project. For Equitas, it allows the developer to address some of the residents' concerns and consolidates the parcels of the Project with the water management facilities supporting it. The form of Agreement has been approved by the City Attorney and Special Counsel to the City.

FINANCIAL INFORMATION: Pursuant to the terms of the Agreement, the City will submit and process applications to amend the City's comprehensive plan to change the future land use of the City Parcels to CH (Highway Commercial) and rezone the City Parcels to CH (Highway Commercial), as outlined in the Agreement. Equitas shall obtain a real estate broker opinion of value for the City Parcels and the Drainage Parcels, and the City shall review and approve said opinion of value. Equitas shall obtain a survey of the Drainage Parcels and City Parcels and provide same to the City. Equitas shall obtain title commitments to the Drainage Parcels and City Parcels. The parties will have fifteen (15) days to review the title commitment and provide any objections to the other party prior.

LEGAL INFORMATION: The City Attorney and Special Counsel to the City has worked with the Planning and Zoning Department and legal counsel for Equitas concerning this proposed land exchange. The Agreement has been reviewed and has been approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney, and Thomas F. Mullin, Special Counsel to the City.

STAFF RECOMMENDATION: The City Attorney's Office and Planning and Zoning staff recommend approval.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation of this matter may be made by the Planning and Zoning Department upon request.

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: Gatlin Boulevard and Brescia Street

ATTACHMENTS: Agreement for Exchange of Property and Map

RECEIVED
NOV 1 0 2016
CITY MANAGER'S OFFICE

ATTACHMENT "1"

(to Agenda Memorandum)

Return to:

Name:

Address:

This Instrument Prepared by:

Dean, Mead, Minton & Zwemer
Attn: W. Lee Dobbins, Esq.
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

AGREEMENT FOR EXCHANGE OF PROPERTY

This Agreement for Exchange of Property ("Agreement") is entered into this ____ day of _____, 2016, by and between the CITY OF PORT ST. LUCIE, a Florida municipal corporation (hereinafter referred to as the "CITY"), and EQUITAS MANAGEMENT GROUP, LLC, a Tennessee limited liability company (hereinafter referred to as "EQUITAS") (collectively, the CITY and EQUITAS shall be referred to as the "Parties").

WHEREAS, the CITY is record owner of real property containing approximately 0.66 acres, more or less, and depicted as Parcel 3 in **Exhibit "A"**, attached hereto and made a part hereof (hereinafter referred to as the "Gatlin Parcel").

WHEREAS, EQUITAS desires, and has submitted applications to the City, to develop a parcel that it owns adjacent to the Gatlin Parcel as a commercial project (the "Project").

WHEREAS, EQUITAS owns certain real property (the "Vacant Lots") that were proposed to also be developed as part of the Project; said Vacant Lots more specifically described as follows:

> Lots 12, 13, 14, 15, 16, 17, 18 & 19, Block 1731, PORT ST. LUCIE SECTION THIRTY FIVE, according to the Plat thereof, as recorded in Plat Book 15, Pages 10 and 10A through 10P, Official Records of St. Lucie County, Florida, LESS AND EXCEPT lands described in Order of Taking recorded in O.R. Book 315, Page 2521, and O.R. Book 319, Page 2833, Official Records of St. Lucie County, Florida.

WHEREAS, the Parties desire to enter into this Agreement to exchange interests in the Gatlin Parcel and Vacant Lots so that EQUITAS may construct the Project as one unified development.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in further consideration of the terms and conditions hereinafter set forth, the CITY and EQUITAS, intending to be legally bound, agree as follows:

1. **RECITALS**. The above recitals are true and correct, and adopted herein.

2. **EXCHANGE OF PROPERTY**. The CITY shall convey to EQUITAS at Closing by City Deed, the Gatlin Parcel. The exact boundaries and legal description of the Gatlin Parcel shall be determined by a survey, in accordance with Paragraph 12 below. In exchange for and in consideration of the conveyance of the Gatlin Parcel to EQUITAS, EQUITAS shall convey to the CITY at Closing by special warranty deed the Vacant Lots.

3. **INTEREST CONVEYED**. EQUITAS is the record owner of the Vacant Lots and shall convey to the CITY at closing good, marketable and insurable title thereto by special warranty deed. The CITY is the record owner of the Gatlin Property and shall convey to EQUITAS at closing good, marketable and insurable title thereto by City Deed.

4. **CLOSING**. The closing of this transaction (the "Closing") shall be completed within no more than ten (10) days after the date when the land use amendment and zoning change set forth in Paragraph 7.c below have both received final approval by the City Council and all appeal periods have run, unless otherwise extended by a written mutual agreement between the Parties (the "Closing Date"). The date, time and place of Closing shall be set by the CITY. EQUITAS shall be responsible for all costs associated with the transfer and/or conveyance of the Vacant Lots and the Gatlin Parcel, unless otherwise agreed to herein.

5. **PRORATIONS**. The Parties hereby agree that typical pro-rations (such as, but not limited to, utility service, water and sewer costs, solid waste service, electricity, ad valorem taxes and assessments) normally considered being part of closing costs and expenses shall be prorated, however, as to the Vacant Lots, all intangible personal property taxes, delinquent ad valorem taxes and/or tax certificates, if any, shall be satisfied and paid for by EQUITAS no later than the Closing Date.

6. **LIENS**. All liens of record, including certified municipal, CITY, and county liens, as well as special assessments, if any, on the Vacant lots shall be paid in full at or before closing by EQUITAS. If a pending lien has been filed against the Vacant Lots which has not been certified as of the date of closing, and the work and improvements for which the lien was filed have been completed prior to the Closing Date, despite the fact that the pending lien has not been certified, such lien shall be paid by EQUITAS.

7. **CONTINGENCIES TO CLOSING**. The Closing of the land-swap transaction contemplated by this Agreement shall be contingent upon the following conditions-precedent:

a. Property Values. EQUITAS shall deliver to the CITY real estate broker opinions of value for the Vacant Lots and the Gatlin Parcel (at EQUITAS's sole cost and expense) and the CITY shall review and approve same. The CITY shall have ten (10) days from the receipt of the foregoing opinions of value to review same and to give EQUITAS notice that the CITY approves or rejects same.

b. Survey. EQUITAS shall deliver to the CITY a survey describing and depicting the exact boundaries of the Gatlin Parcel (at EQUITAS's sole cost and expense), and the CITY shall review and approve same, in accordance with Paragraph 12 below.

c. Land Use Amendment and Rezoning. The CITY shall submit and process an application to amend the future land use designation of the Gatlin Parcel to CH (Highway Commercial) land use, and rezone the Gatlin Parcel to CH (Highway Commercial) zoning (at the CITY's sole cost and expense). If the CITY Council does not grant final approval of the foregoing amendment to the future land use and rezoning, together with the expiration of any applicable appeal periods, or successful resolution of any challenges filed, then EQUITAS shall not be obligated to close this transaction.

If the foregoing conditions specified in Paragraphs 7.a through c above have not been fully satisfied within 180 days after the Effective Date of this Agreement, then either Party hereto shall have the right to terminate this Agreement, by giving written notice thereof to the other, whereupon all obligations of the Parties hereto shall cease and this Agreement shall be null and void.

8. **TITLE INSURANCE FOR THE CITY**. EQUITAS shall, at its sole cost and expense, deliver to the CITY a title insurance commitment for the Vacant Lots, issued by a Florida licensed title insurer ("Title Company") within twenty (20) days after the Effective Date of this Agreement. The CITY shall have fifteen (15) days from receipt of the title commitment, but no later than Closing, to inspect said title documents and report defects, if any, in writing to EQUITAS. If the title commitment shows title to the Vacant Lots to be unmarketable, uninsurable, or unacceptable to CITY, then the CITY shall, within said fifteen (15) day period, provide to EQUITAS written notification of the unacceptable title defects. EQUITAS shall have fifteen (15) days from the receipt of such notice to cure the defects, and if after said period EQUITAS shall not have cured the defects, the CITY shall have the option of: (i) accepting title "as is", or (ii) declining to accept title and thereupon this Agreement shall be cancelled and rendered null and void and all Parties shall be released of all obligations hereunder, and shall have no further claims against each other. At Closing, an owner's title insurance policy shall be issued by the Title Company, insuring the CITY's marketable, fee-simple title to the Vacant Lots in the amount of the value of the Vacant Lots as determined by the real estate broker opinion of value set forth in Paragraph 7.a above.

9. **TITLE INSURANCE FOR EQUITAS**. EQUITAS shall, at its sole cost and expense, obtain a title insurance commitment for the Gatlin Parcel, issued by Title Company within twenty (20) days after the Effective Date of this Agreement. EQUITAS shall have fifteen (15) days from receipt of the title commitment, but no later than Closing, to inspect said title documents and report defects, if any, in writing to the CITY. If the title commitment shows title to the Gatlin Parcel to be unmarketable, uninsurable, or unacceptable to EQUITAS, then EQUITAS shall, within said fifteen (15) day period, provide to the CITY written notification of the unacceptable title defects. The CITY shall have fifteen (15) days from the receipt of such notice to cure the defects, and if after said period the CITY shall not have cured the defects, EQUITAS shall have the option of: (i) accepting title "as is", or (ii) declining to accept title and thereupon this Agreement shall be cancelled and rendered null and void and all Parties shall be released of all obligations hereunder, and shall have no further claims against each other. At

Closing, an owner's title insurance policy shall be issued by the Title Company, insuring EQUITAS' marketable, fee-simple title to the Gatlin Parcel in the amount of the value of the Gatlin Parcel as determined by the real estate broker opinion of value set forth in Paragraph 7.a above.

10. ***RYAN* CLAUSE**. The CITY acknowledges and agrees that there may be deed restrictions, restrictive covenants and such other restrictions appearing on the plat or otherwise common to the subdivision affecting the Vacant Lots. The CITY's acceptance of title to the Vacant Lots, which may be subject to such restrictions, shall not be construed as a waiver of the CITY's claim of exemption as a governmental unit, from any cloud or encumbrance created by the above-mentioned matters pursuant to *Ryan v. Manalapan*, 414 So.2d 193 (Fla. 1982). All Parties hereby agree that this language shall appear on the face of the deed transferring title to the Vacant Lots to the CITY.

11. **INSPECTIONS AND HAZARDOUS MATERIALS**. Each Party hereto may, at such Party's expense, and within thirty (30) days ("Due Diligence Period") after the Effective Date, perform inspections of the property such Party is acquiring pursuant to this Agreement, and in such Party's sole and absolute discretion, determine whether the property such Party is acquiring is suitable for its intended use. During the Due Diligence Period, each Party hereto may conduct a Phase 1 environmental assessment and any other tests, analyses, surveys, and investigations ("Inspections") that such Party deems necessary to determine to its satisfaction the property's engineering, and environmental properties, soil and grade, and any other inspections that such Party deems appropriate. Each Party hereto gives the other Party, its agents, contractors, and assigns, the right to enter the property that the other Party is acquiring at any time during the Due Diligence Period for the purpose of conducting Inspections, provided, however, that each Party, its agents, contractors, and assigns, enter such property and conduct Inspections at their own risk. Neither Party hereto will engage in any activity that could result in a construction lien being filed against the other Party's property without the other Party's prior written consent. If this transaction does not close, each Party hereto will, at such Party's expense, repair all damages to property resulting from such Party's Inspections and return the property to the condition it was in before conducting the Inspections. The foregoing obligation shall survive any termination of this Agreement regardless of any conflicting provisions set forth herein.

Before expiration of the Due Diligence Period, either Party hereto shall have the right to terminate this Agreement for any reason, by delivering written notice thereof to the other Party, whereupon this Agreement shall be deemed null and void and the Parties shall have no further rights or obligations hereunder. Failure to deliver such notice of termination, by either Party hereto, will constitute acceptance of the property such Party is acquiring as suitable for such Party's intended use in its "as is" condition.

12. **SURVEY**. EQUITAS shall, at its sole cost and expense, have the Gatlin Parcel surveyed. The survey of the Gatlin Parcel shall identify the exact boundaries of the Gatlin Parcel and shall provide a legal description of the Gatlin Parcel. EQUITAS shall deliver a copy of the foregoing survey to the CITY before the end of the Due Diligence Period and the CITY shall have ten (10) days from receipt of the survey to review same and to give EQUITAS notice that the CITY approves or rejects the depiction and legal description of the Gatlin Parcel as shown on

the survey. EQUITAS shall also deliver to the CITY a copy of an existing survey of the Vacant Lots obtained by EQUITAS (at no cost to the CITY), and the CITY shall also have the right, but no obligation, to have such survey updated, at the CITY's sole cost and expense. Either Party hereto may deliver written notice to the other Party within ten (10) days from receipt of the survey of the property they are acquiring, but no later than ten (10) days prior to Closing, of any encroachments on such property, encroachments by such property's improvements on other lands, or deed restriction or zoning violations. Any such encroachment or violation will be treated in the same manner as a title defect and the obligations of the CITY and EQUITAS will be determined in accordance with Paragraphs 8 and 9 above. The Party whose property has the encroachment or violation shall have fifteen (15) days from the receipt of such notice to cure the encroachment or violation, and if after said period that Party shall not have cured the defects, the other Party shall have the option of: (i) accepting title "as is", or (ii) declining to accept title and thereupon this Agreement shall be cancelled and rendered null and void and all Parties shall be released of all obligations hereunder, and shall have no further claims against each other.

13. **LOSS**. All risk of loss to the Vacant Lots shall be borne by EQUITAS and all risk of loss to the Gatlin Parcel shall be borne by the CITY, until transfer of title at Closing.

14. **ACCESS**. EQUITAS and the CITY each warrant and represent that there is legal ingress and egress to the property being conveyed to the other Party under this Agreement.

15. **BROKERS**. EQUITAS shall be responsible for paying any and all real estate fees or commissions claimed due to any real estate broker or agent claiming by through or under EQUITAS pursuant to this transaction and/or the conveyance of the Vacant Lots. EQUITAS shall hold the CITY harmless from and against any and all claims, liability, costs, expenses, damages, judgments and causes of action, including reasonable attorney's fees, based on real estate commissions claimed due pursuant to this transaction to any real estate broker or real estate agent claiming to have been hired, engaged or contracted by EQUITAS.

16. **EXPENSES**. EQUITAS shall be responsible for the costs of any title insurance fees and obtaining an Owner's Policy insuring the CITY with respect to the Vacant Lots. EQUITAS shall also be responsible for the costs of any title insurance fees and obtaining an Owner's Policy insuring EQUITAS with respect to the Gatlin Parcel. EQUITAS shall be responsible for recording of the Deed(s), EQUITAS' legal expenses, if any, and for the payment of Florida Documentary Stamp Taxes and City or County taxes on the Warranty Deed and City Deed, if any.

17. **DEFAULT**. If either party defaults under this Agreement, then the other Party may waive the default and proceed with Closing in which event any and all claims with respect to such default shall be deemed extinguished, or either Party may seek specific performance. In no event shall either Party be liable for any damages (actual, special, consequential, punitive, or otherwise) for any default under this Agreement.

18. **LITIGATION**. In the event of any litigation arising out of this Agreement, the prevailing Party shall be entitled to recover reasonable attorney's fees and costs from the other Party upon final court judgment, including appellate proceedings.

19. **CITY OF PORT ST. LUCIE AS SOVEREIGN**. The Parties understand and expressly hereby agree that any proposed development project is subject to various governmental considerations and approvals that are outside of the terms and conditions of this Agreement. Such considerations and approvals may be processed or considered by one or various agencies and/or departments of the City of Port St. Lucie in the normal course of business for those agencies and/or departments. The Parties hereby agree that the City of Port St. Lucie shall not be liable in any manner whatsoever, to any other Party or person, for the exercise of its governmental authority, regulatory powers and/or police powers. The City of Port St. Lucie retains all of its sovereign prerogatives and rights as provided for under Florida laws and applicable codes, ordinances and regulations, and shall in no way be estopped or otherwise prevented from withholding or refusing to issue any approvals of applications for building, zoning, planning, or development under present or future laws and regulations of whatever nature applicable to the planning, zoning, design, construction, and development of the Gatlin Parcel or the operation thereof, or be liable for the same.

20. **DISCLOSURE**. The CITY and EQUITAS each represents to the other that they have no knowledge of any facts which materially and adversely affect the physical condition and present use of the property being conveyed to the other Party hereto, which have not been disclosed by each to the other or which are not readily observable by each as to the other's property, or which each cannot discover during customary due diligence.

21. **SUCCESSORS IN INTEREST**. This Agreement will inure to the benefit of and be binding upon, and is intended solely for the benefit of the Parties hereto, and their respective heirs, personal representatives, successors, and assigns, and no third party will have any rights, privileges or other beneficial interests herein or hereunder.

22. **GOVERNING LAW**. This Agreement is governed by and will be construed in accordance with the laws of the State of Florida, and in event of any litigation concerning the terms of this Agreement; proper venue thereof will be in St. Lucie County, Florida.

23. **INVALID PROVISIONS**. In the event any term or provision of this Agreement is held illegal, unenforceable or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby, but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

24. **RECORDING**. This Agreement or notice thereof may be recorded by the CITY in the minutes of the Clerk of the City Council for Port. St. Lucie, Florida, but shall not be recorded in the official Public Records of the Clerk of the Court of St. Lucie County, Florida.

25. **ASSIGNMENT**. Neither this Agreement not any interest therein shall be assigned by either the CITY or EQUITAS without the express written consent of the other Party hereto.

26. **ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the Parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous agreements and understandings between the Parties hereto.

27. **EFFECTIVENESS**. The effectiveness of this Agreement is contingent upon approval by the City Council of the City of Port St. Lucie, as well as public hearings, if applicable. The date of such approval of this Agreement by the City Council shall be the Effective Date of this Agreement.

28. **NOTICES**. All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service, or by United States Mail with postage prepaid (Airmail if international), and shall be directed to:

As to the City:
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Attn: City Manager

With a copy furnished to:
City of Port St. Lucie
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
Attn: City Attorney

As to Equitas:
Equitas Management Group
Attn: J. Christopher Hall
Executive Vice President & General Counsel
2034 Hamilton Place Blvd., Suite 400
Chattanooga, TN 37421

With a copy furnished to:
Dean, Mead, Minton & Zwemer
Attn: W. Lee Dobbins, Esq.
1903 South 25th Street, Suite 200
Fort Pierce, FL 34947

Any such notice shall be deemed to have been given, delivered and received when either (i) delivered in person to the agents designated hereinbelow for that purpose, (ii) on the first business day after delivery to an overnight courier (e.g. Federal Express, UPS) as evidenced by the sender's copy, addressed as set forth hereinbelow, or (iii) three (3) days after deposited in the United States Mail, by certified mail, postage prepaid, return receipt requested, addressed to the other party.

29. **TIME**. Time periods of 5 days or less will be computed without including Saturday, Sunday or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 p.m. of the next business day.

30. **COUNTERPARTS**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A facsimile copy of this Agreement and any signatures thereon shall be considered for all purposes as originals.

IN WITNESS WHEREOF, EQUITAS and the CITY have duly executed this Agreement as of the day and year above written.

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

CITY:

ATTEST:

CITY OF PORT ST. LUCIE, a Florida municipal corporation

By: _____
Karen A. Phillips
City Clerk

By: _____
Patricia Roebling
Interim City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____
O. Reginald Osenton
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY, that on this _____ day of _____, 2016, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared Patricia Roebling, as Interim City Manager of the City of Port St. Lucie, a Florida municipal corporation, and authorized to act on behalf of the City of Port St. Lucie, personally known to me or proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at _____, in the County and State aforesaid, on this ____ day of _____, 2016.

_____

_____
Print Name of Notary Public

NOTARY SEAL/STAMP

Notary Public, State of _____
My commission expires _____

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Ashley Spangler

Print Name: Ashley Spangler

Melani C. LaMar

Print Name: MELANI C. LAMAR

EQUITAS:

EQUITAS MANAGEMENT GROUP, LLC, a Tennessee limited liability company

By: _____

J. Christopher Hall
Executive Vice President

STATE OF TENNESSEE
COUNTY OF HAMILTON

I HEREBY CERTIFY, that on this 16th day of November, 2016, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared J. Christopher Hall as Executive VP of Equitas Management Group, LLC, a Tennessee limited liability company, personally known to me or proven by producing the following identification _____ to be the person who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and Official Seal at Chattanooga, in the County and State aforesaid, on this 16th day of November, 2016.

NOTARY SEAL/STAMP

KIMBERLY S. GRAVES
STATE OF TENNESSEE NOTARY PUBLIC
HAMILTON COUNTY

Kimberly S. Graves

Kimberly S. Graves

Print Name of Notary Public

Notary Public, State of Tennessee
My commission expires 12-8-2018

F0251458.v4

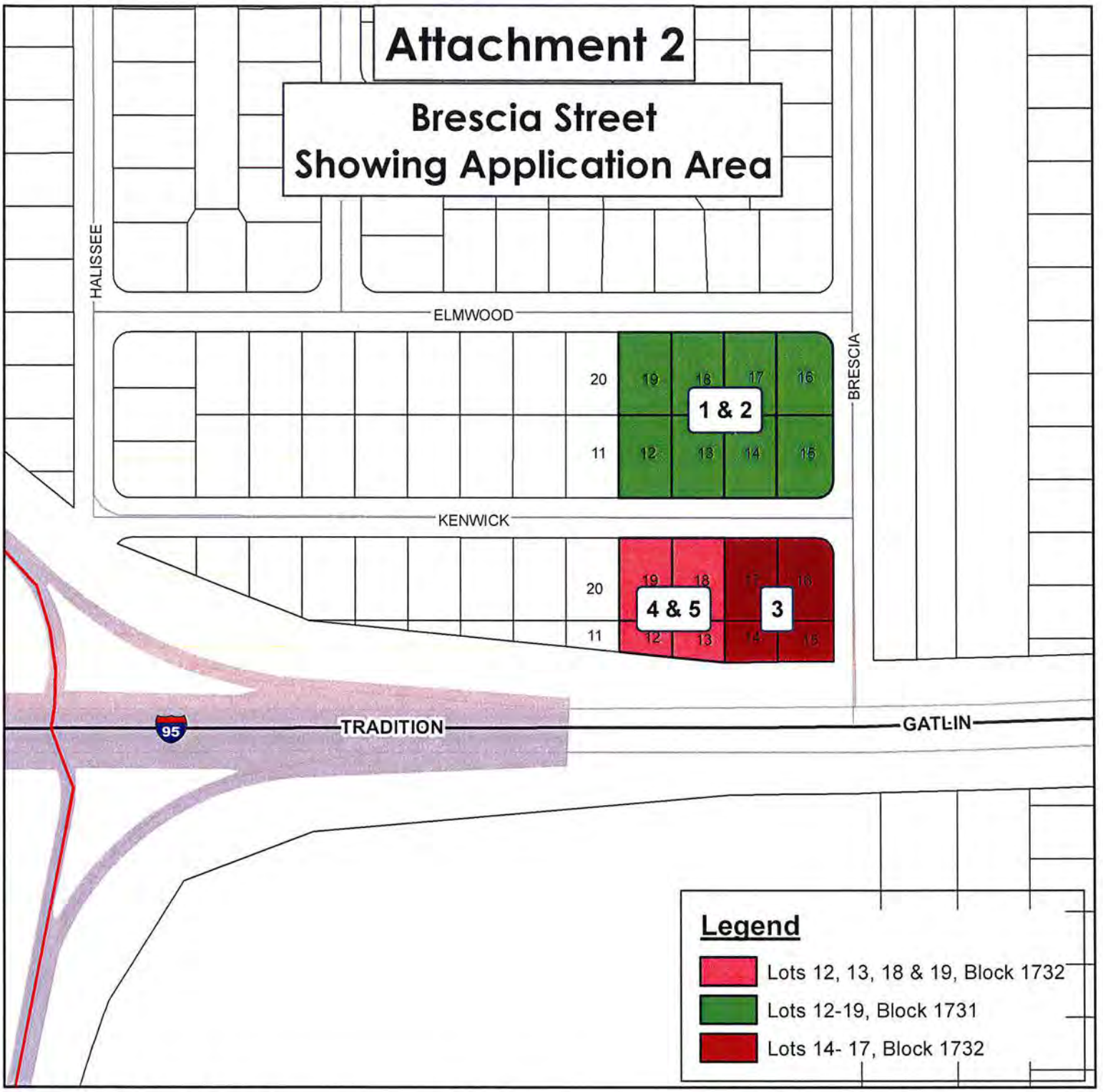
EXHIBIT "A"

Elmwood Avenue
Existing Open Space
Conservation to Remain
Kenwick Avenue
Parcel 2
1.8 Acres
Existing Medium Density
Residential Proposed For
Open Space Conservation
Brescia St.
Parcel 3
.66 Acres
Parcel 1
Existing Commercial
Highway Land Use
Gatlin Boulevard
Google earth

ATTACHMENT

"2"

(to Agenda Memorandum)



	P#	Action	Legal	From	To	Transfer of Ownership
1	P16-047	CPA	Lots 12-19, Block 1731, Section 35	RM	OSC	Developer to City
2	P16-048	Rezone	Lots 12-19, Block 1731, Section 35	RS-2	OSC	Developer to City
3	P16-050	Rezone	Lots 14-17, Block 1732, Section 35	RS-2	CH	Developer
4	P16-139	CPA	Lots 12, 13, 18, & 19, Block 1732, Section 35	OSR	CH	City to Developer
5	P16-140	Rezone	Lots 12, 13, 18, & 19, Block 1732, Section 35	RS-2	CH	City to Developer

Prepared by the City of Port St. Lucie
P&Z Department

November 17, 2016

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E
Meeting Date: 11/28/16

TO: Mayor and City Council

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

FROM: Brenda Leo, Contract Specialist, Procurement Management Department

Agenda Item: Motion: E-Bid #20160135 – Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services – Central and Eastern Port St. Lucie

Submittal Date: 11/21/2016

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

BACKGROUND: The City has an estimated 635 acres of medians and adjacent property with approximately 1,013,725 linear feet of roadway and sidewalk edges that require median mowing and landscape services. Currently the entire 635 acres of median mowing and 1,013,725 linear feet of edging is maintained by a single contractor who is unable to provide the required rotations at the current unit price. City Staff recommends dividing the area into five (5) contracts so that the level of service can be maintained at a sustainable unit price, and intends to award these contracts to several local vendors. Therefore, per Section XVII of the current contract #20060116, the City will exercise its right to terminate the contract and will be awarding five (5) contracts for median mowing and landscape maintenance services. This is the last of five (5) contracts to be presented to Council for approval, and the current contract expires on November 30, 2016. Services for approximately 145 acres of median mowing, 28 acres of retention pond mowing, 59 cul de sacs, 5 guardrails, 370,284 linear feet of edging, and the Public Works Complex and Park n' Ride are included in this E-Bid and areas are identified in the attached maps. The mowing and landscape maintenance services for the identified areas include, but are not limited to, mowing, edging, weed removal and control, clean up, ground

cover and shrubbery maintenance, and providing detailed summaries of daily activities. The E-Bid was advertised on October 22, 2016 to one hundred ninety two (192) potential bidders. The City received five (5) proposals on November 16, 2016, of which all five (5) were responsive bidders.

ANALYSIS: City Staff has reviewed the five (5) responsive bids. Coast to Coast Landscaping, Inc. received good references and internal evaluations for similar scope and projects. Coast to Coast Landscape, Inc. is a local vendor and they have a labor source immediately available within the local area, which is an important component for award. Coast to Coast Landscape's bid provides the best value to the City.

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

LEGAL INFORMATION: Reviewed by Ella Gilbert on November 21, 2016, and is approved as to form.

STAFF RECOMMENDATION: Approve award of E-Bid #20160135 – Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services – Central and Eastern Port St. Lucie to Coast to Coast Landscaping and to enter into a unit price contract for: $27.00 per acre for mowing, $27.00 per acre for retention pond mowing, $10.00 per Cul de Sac, $10.00 per Guardrail, $0.01 per linear foot for edging, and $200.00 per service for the Public Works Complex and Park n' Ride. Contract term is five (5) years with a renewal option of one (1) additional five (5) year term, with no additional council approval required. The estimated annual cost is $249,961.44, plus a one-time $10.00 indemnification fee.

SPECIAL CONSIDERATION: The number of rotations for the Public Works Compound and Park n' Ride was changed from twelve (12) to thirty six (36) times annually. Therefore, the total annual contract amount is $4,800.00 more than the amount listed on the Bid Tabulation.

RECEIVED
NOV 2 1 2016
CITY MANAGER'S OFFICE

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 11/28/2016

LOCATION OF PROJECT: See Attachments B, C, and D for location information and maps

ATTACHMENTS: Location Maps (Attachments C and D), Contract, Bid Tabulation, Winning Proposal, References, E-Bid Documents, Addenda, Bid Opening Sign-in sheets, Unsuccessful Proposals

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

CITY OF PORT SAINT LUCIE
CONTRACT #20160135

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and Coast to Coast Landscaping, Inc. a (Florida Corporation) Telephone No (772) 562-6249, Fax No (772) 562-7878, hereinafter called "Consultant".

RECITALS

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

SECTION I
NOTICES

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

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:
John Pulvermacher
Coast to Coast Landscaping, Inc.
815 10th Ct. SW
Vero Beach, FL 32962
PO Box 651477
Vero Beach, FL 32965
Telephone: (772)562-6249 Fax: (772) 562-7878
Email: coast_2coast@bellsouth.net

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median and Cul de Sac Mowing and Landscape Maintenance Services - Central and Eastern PSL pursuant to E-BID- #20160135 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated **145 acres** of median mowing and landscape maintenance, **28 acres** of retention pond mowing, **59** cul de sacs and **5** guardrails, approximately **370,284 linear feet** of edging and mowing and landscape maintenance services for the Public Works Compound and the Park n' Ride required for this contract. The Project Manager shall provide a list of edging locations and linear feet prior to execution of contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median Mowing and Landscape Maintenance Services for Central and Eastern Port St. Lucie Areas rotation shall be thirty six (36) times annually. Mowing and Landscape Maintenance Services for Citywide Cul de Sacs and Guardrails shall be performed twenty four (24) times annually. Edging rotations shall be sixteen (16) times annually. Mowing and Landscape Maintenance Services for the Public Works Compound shall be thirty six (36) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved**- Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

MOWING	Acres
Median Mowing - Central and Eastern Port St. Lucie - total estimate acreage	**145**
PSL Blvd (Darwin to US1-Median and ROW)/Tnpk Bridge	*22.5*
Darwin	*1.5*
Tulip	*0.5*
Floresta Drive-Elcam bridge, all 4 sides	*4.5*
Lakehurst Drive-Airoso Blvd. to Prineville St. - median	*0.5*
St. James Drive	*0.5*
Selvitz Road/Manville Drive	*14.5*
Landale Blvd	*0.5*
Bayshore Blvd. (ROW & Median mowing)PSL Blvd to Prima Vista, including sidewalks	*4.5*
Prima Vista Blvd. - Median and Right of Way. Airoso Blvd. to Bayshore Blvd., including sidewalks & ponds	*6.25*
Airoso Blvd.- Median and Right of Way - PSL Blvd to St. James, includingsidewalks and ponds	*15.75*
Southbend Blvd.- Newspaper site & traffic circle improvements	*3.25*

Sandia- Lakehurst to Crosspoint	*0.25*
Earl Blvd. & Melaleuca Blvd. canal fronts	*0.25*
Tiffany Ave. & Hillmoor Drive	*1.5*
Lyngate @ Morningside Blvd.	*1*
Tiffany/Blackwell Pump Stations-Separate Bldgs, entire sites	*3*
Tiffany ROW - North and South	*2.75*
Lennard (North)	*1.5*
US 1-Hoffman Rd to Westmoreland-Median Only	*7.5*
Veterans Parkway-PSL Blvd to US1, include ROW	*29.5*
Lennard (South) Median and ROW	*1*
Westmoreland-PSL Blvd. to Bakersfieldand select ROW	*8.75*
Pine Valley-Saints Golf Course to Club Med	*3.5*
Monte Vista	*0.25*
Bakersfield Entry	*0.5*
Village Green-US1 to Tiffany/sidewalk & trees along lake	*5.75*
Drainage Right of Ways - Citywide	*3.25*
Central/Eastern PSL Retention Ponds - mowing	**28**
Longhorn	*2*
Dwight	*2*
Westmoreland	*2*
Floresta	*1.5*
Prima Vista	*2*
Airoso	*4*
Sea Fury	*1*
Essex Drive	*2*
Morningside	*9*
Delano	*1*
Degan	*2*
Port St. Lucie Blvd (Darwin to US1)	*4.5*
Bayshore and St. Lucie West Blvd.	*2*
Description	**Quantity**
Citywide Cul de Sacs	59
Guardrails	5
Description	**Linear Ft.**
EDGING - Estimated Total (price per Linear Foot)	370,284
Description	**Quantity**
Public Works Complex and Park n' Ride - 5 acres total. All required mowing and landscape maintenance services included in the unit price.	1

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 Landscape Maintenance

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye

mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Central and Eastern Port St. Lucie Areas as indicated in Section 2.4 and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on December 1, 2016 and will extend for five (5) years ending on November 30, 2021 . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis for mowing and landscape maintenance services as follows: $27.00 per acre – median mowing; $ 27.00 per acre - for retention pond mowing; $10.00 per for cul de sac mowing; $ 10.00 per guardrail mowing; $ 0.01 per linear foot for edging; and $200.00 per rotation for the Public Works Compound for locations identified on Attachment "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager, or their designee, as required under Section XIII of the Contract.

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

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

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834

Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

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

SECTION VIII
INDEMNIFICATION/INSURANCE

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

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

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

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

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

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

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

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

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

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

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

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

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

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV
ACTS OF GOD

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

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

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION XI
COMPLIANCE WITH LAWS

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

RECORDS

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION XII
CLEANING UP

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

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

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

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

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

remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

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

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

SECTION XIV
ADDITIONAL REQUIREMENTS

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

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability – N/A

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

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

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

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and readily identifiable to all City employees and the public. No tee

shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

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

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

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

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

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

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

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

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

Standard Production Items - N/A

Florida Produced Lumber - N/A

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

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

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

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

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

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

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

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses,

or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

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

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

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

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

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

SECTION XV
ASSIGNMENT

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

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

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

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

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

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

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XVII
LICENSING

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

SECTION XVIII
SAFETY PRECAUTIONS

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

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

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

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

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

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

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

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in

the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

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

(Balance of page intentionally blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
(Authorized Representative of Coast to Coast Landscaping, Inc.)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large,

My Commission Expires _____.

(seal)

E-Bid #20160135
E-Bid Tabulation Report
Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie
Opened November 16, 2016 at 4:00 PM

Line #	Service Type	Coast to Coast Landscaping, Inc.	DGC Environmental Services, Inc.	Integrity Lawns, LLC	STS Maintain Services, Inc.	Sunshine Land Design Inc.
1	Mowing - All Locations (Price per Acre)	$27.00	$42.00	$32.50	$26.50	$70.00
2	**TOTAL ANNUAL COST - MOWING**	$140,940.00	$219,240.00	$169,650.00	$138,330.00	$365,400.00
3	Central/Eastern PSL Retention Ponds - mowing	$27.00	$31.00	$34.00	$26.50	$51.00
4	**TOTAL ANNUAL COST - RETENTION POND MOWING**	$27,216.00	$31,248.00	$34,272.00	$26,712.00	$51,408.00
5	Citywide Cul de Sacs	$10.00	$31.00	$20.00	$45.00	$45.00
6	**TOTAL ANNUAL COST - CUL de SAC MOWING**	$14,160.00	$43,896.00	$28,320.00	$63,720.00	$63,720.00
7	Guard Rail Mowing	$10.00	$59.00	$25.00	$45.00	$75.00
8	**TOTAL ANNUAL COST - GUARD RAIL MOWING**	$1,200.00	$7,080.00	$3,000.00	$5,400.00	$9,000.00
9	Edging- All Locations (Price per Linear Foot)	$0.010	$0.013	$0.020	$0.010	$0.010
10	**TOTAL ANNUAL COST - EDGING**	$59,245.44	$77,019.07	$100,717.25	$59,245.44	$59,245.44
11	Public Works Complex and Park n' Ride	$200.00	500.00	$375.00	$350.00	$1,700.00
12	**TOTAL ANNUAL COST - PW Complex/Park n' Ride**	$2,400.00	6,000.00	$4,500.00	$4,200.00	$20,400.00
13	**TOTAL ANNUAL COST - ALL SERVICES**	**$245,161.44**	**$384,483.07**	**$340,459.25**	**$297,607.44**	**$569,173.44**
1	Submitted the Bid Reply	Yes	Yes	Yes	Yes	Yes
2	Acknowledged all Addenda	Yes	Yes	Yes	Yes	Yes
3	Submitted Original Bid Bond	COPY	COPY	COPY	Yes	COPY
4	Submitted Certificate of Insurance	Yes	Yes	Yes	Yes	Yes
5	Submittd all Required Forms	Yes	Yes	Yes	Yes	Yes
6	Submitted Licenses to Perform Work	Yes	Yes	Yes	Yes	Yes
7	Accepts Visa	Yes	Yes	Yes	Yes	No
8	Discount using Visa	0%	1%	0%	0%	N/A
9	Annual price after any offered Visa discount	**$245,161.44**	**$380,638.24**	**$340,459.25**	**$297,607.44**	**$569,173.44**

E-Bid #20160135

Median and Cul de Sac Mowing and Landscape Maintenance Services

Central and Eastern Port St. Lucie

Attachment B

Median Cul de Sacs and Guardrail Locations

1	NE Arwood Ct at NE Solida Cir
2	NE Brasher Ct at NE Solida Cir
3	NE Brunson Ct at NE Solida Cir
4	NE Cullman Ct at NE Solida Cir
5	NE Donita Ct at NE Armory Cir
6	NE Elmore Ct at NE Electra Ave
7	NE Maryland Ct at NE Heplin Ln
8	NE Redrock Ct at NE Faring Ave
9	NW Camelot Dr at NE Camelot Dr
10	SE Ancora Ct east of SE Burning Ln
11	SE Ancora Ct west SE Burning Ln
12	SE Avanti Ct at SE Avanti Cir
13	SE Belcrest St at SE Arenson Ln
14	SE Belgius Ct at SE Arenson Ln
15	SE Bethume Ct at SE West Dunbrooke Cir
16	SE Bluem Way at SE Morningside Blvd
17	SE Buckingham Terr at SE Oakmont Ln
18	SE Burgundy Ln SE Burgundy Ln
19	SE Burning Ct at SE Wheeling Ln
20	SE Cascella Ct at SE Burning Ln
21	SE Collette Ct at SE Collette Cir
22	SE Delene Ct SE Rainier Rd
23	SE Drayton Rd at SE Carlin Ave
24	SE Elyton Ct at SE Rainier Rd
25	SE Escambia Ct at SE Rainier Rd
26	SE Faculty Ct at SE Rainier Rd
27	SE Flagstone Ct at SE Rainier Rd
28	SE Hagwood Ct at SE Wheeling Ln
29	SE Hearne Ct at SE Elkhart Terr
30	SE Higdon Ct at SE Burnig Ln
31	SE Larose Ct SE Mohave St
32	SE Lullaby Terr at SE Lyngate Dr
33	SE Marisol Ln at SE Marisol Ln
34	SE Meadowood Ct at SE Rainier Rd
35	SE Mohave Ct at SE Mohave St
36	SE North Balcourt Ct at SE Rainier Rd
37	SE Outwood Ct at SE Burgundy Ln
38	SE Overbrook Dr at SE Treasure Island Rd
39	SE Oxmoor Ct at SE Oxmoor Terr
40	SE Oxmnoor Terr at SE Triumph Rd
41	SE Parrish Ct at SE West Dunbrook Cir
42	SE Ryecroft Ct at SE Rivergreen Cir

E-Bid #20160135

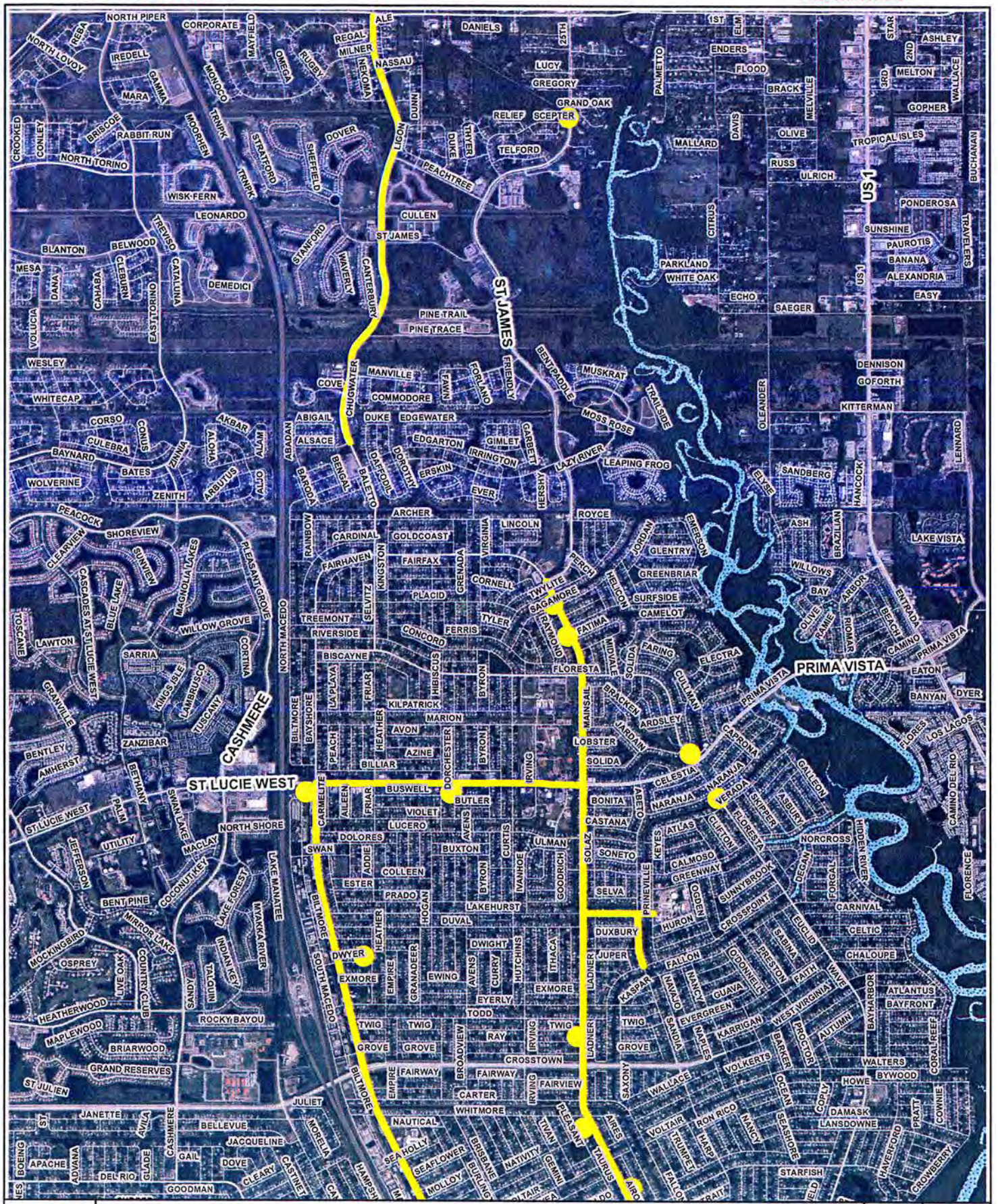
Median and Cul de Sac Mowing and Landscape Maintenance Services

Central and Eastern Port St. Lucie

Attachment B

Median Cul de Sacs and Guardrail Locations

43	SE South Balcourt Ct at SE Rainier Rd
44	SE Starklake Ct at SE Belcrest St
45	SE Vesthaven Ct at SE Tiffany Ave
46	SE Vesthaven Ct at SE Vesthaven Cir
47	SE West Dunbrooke Cir at SE Lennard Rd
48	SE West Dunbrooke Cir at SE West Dunbrooke Cir
49	SE Wexford Ct at SE Marisol Ln
50	SW Ann Arbor Rd at SW Ann Arbor Rd
51	SW Birtle Ct at SW Kentwood Rd
52	SW Dillon Ct at SW Kimball Cir
53	SW Homeland Rd at SW Homeland Rd
54	SW Kentwood Rd at SW Kentwood Rd
55	SW Mathis Ct at SW Kimball Cir
56	East Dunbrooke (off Lennard Rd) Cul de Sac 01
57	East Dunbrooke (off Lennard Rd) Cul de Sac 02
58	East Dunbrooke (off Lennard Rd) Cul de Sac 03
59	East Dunbrooke (off Lennard Rd) Cul de Sac 04
60	Windmill Point - 1 Guardrail - Cherry Hill
61	Windmill Point - 1 Guardrail - Kimball
62	Windmill Point - 1 Guardrail - Kentwood
63	Windmill Point - 1 Guardrail - Kentwood
64	Windmill Point - 1 Guardrail - Kentwood



E-Bid #20160135

Median Mowing and Landscape Maintenance Services

Central and East Port St. Lucie

Date 6/15/2016
Page 1 of 3
Tech DG
MAPSIDE QuickSack

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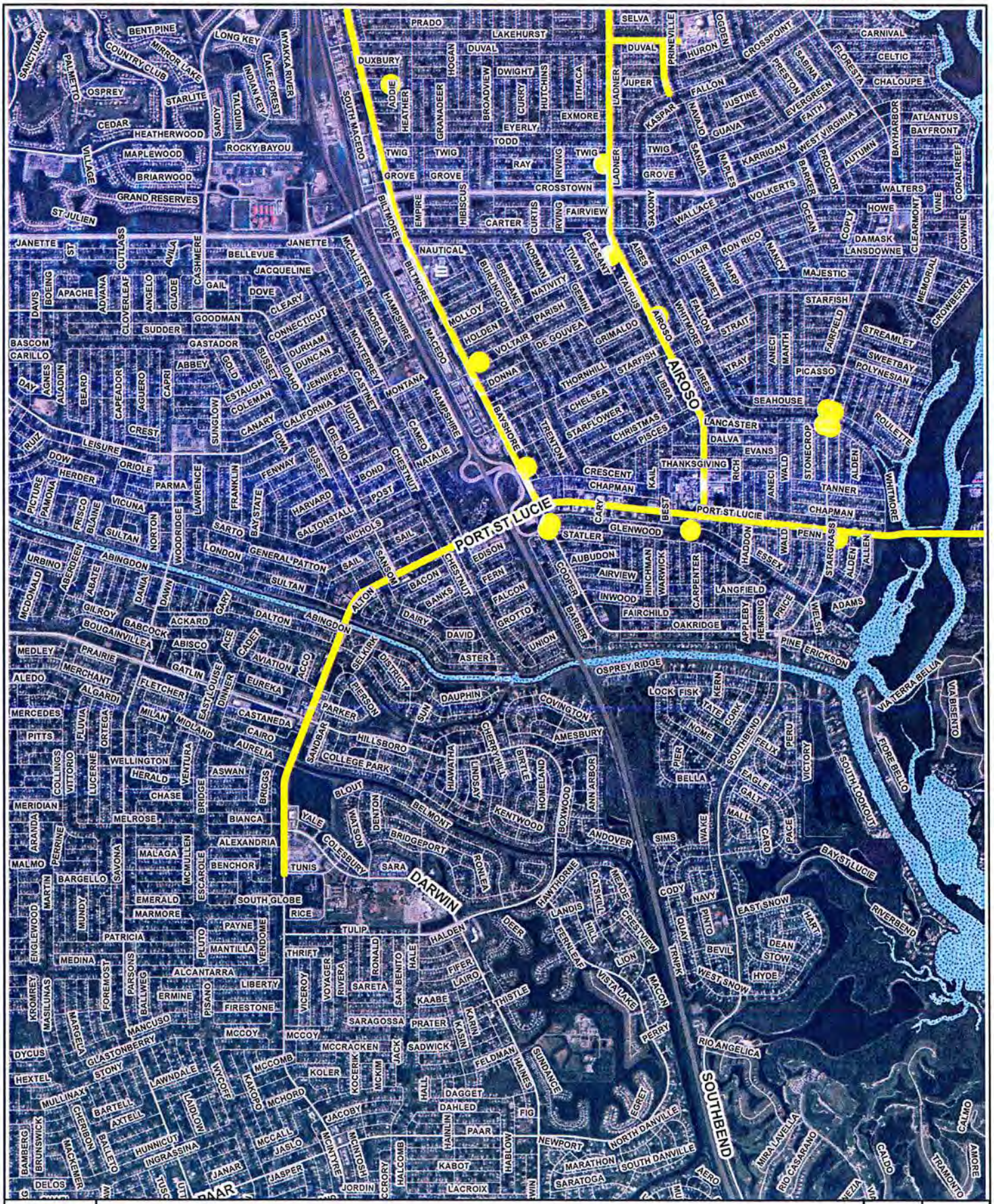

E-Bid #20160135

Median Mowing and Landscape Maintenance Services

Central and East Port St. Lucie

Date 6/15/2016
Page 2 of 3
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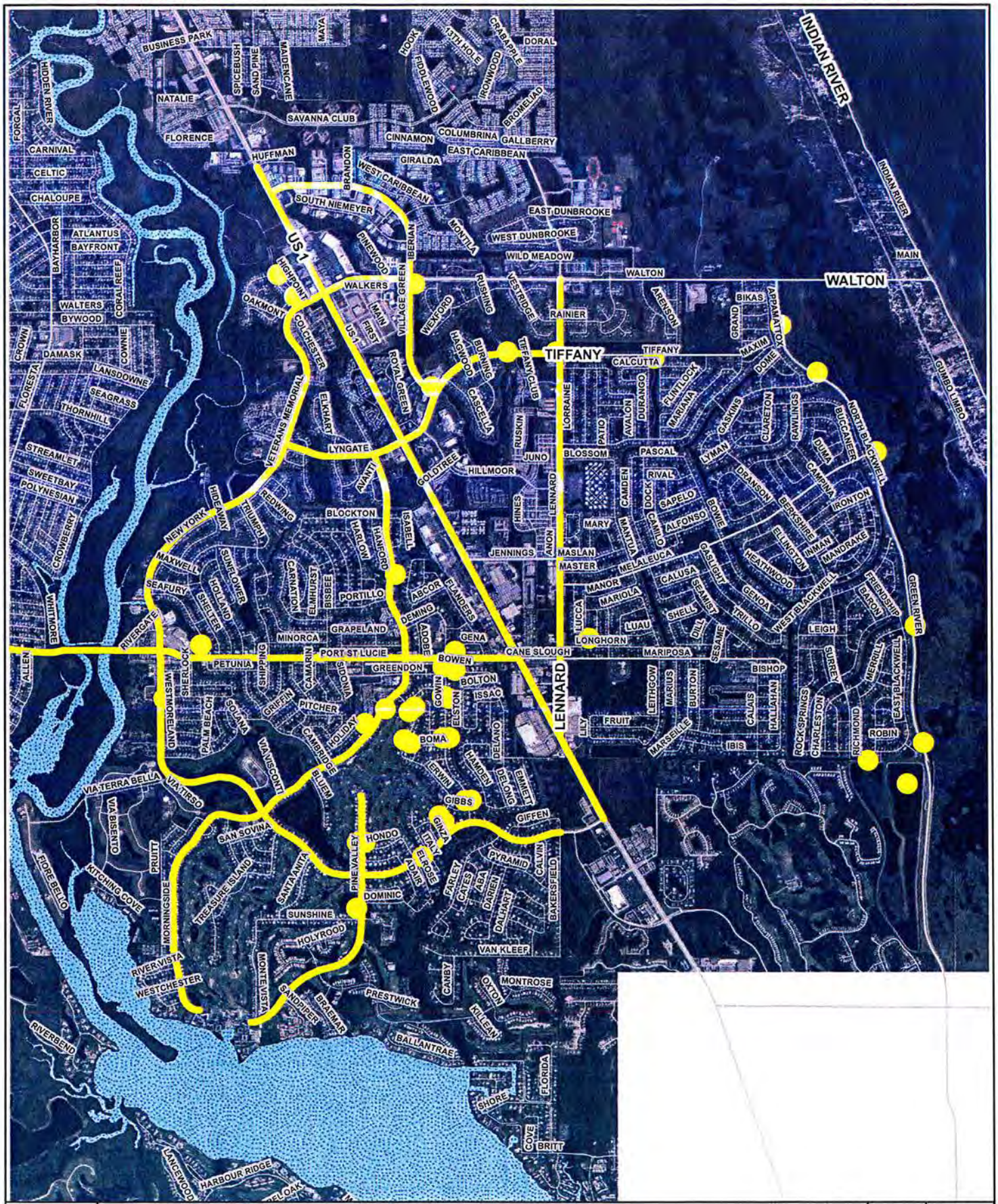

E-Bid #20160135
Median Mowing and Landscape Maintenance Services
Central and East Port St. Lucie

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Tech DG
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E-Bid #20160135
Median & Cul de Sac Mowing & Landscape Maintenance Services
Central & East Port St. Lucie
Cul de Sac Locations

Date 7/6/2018
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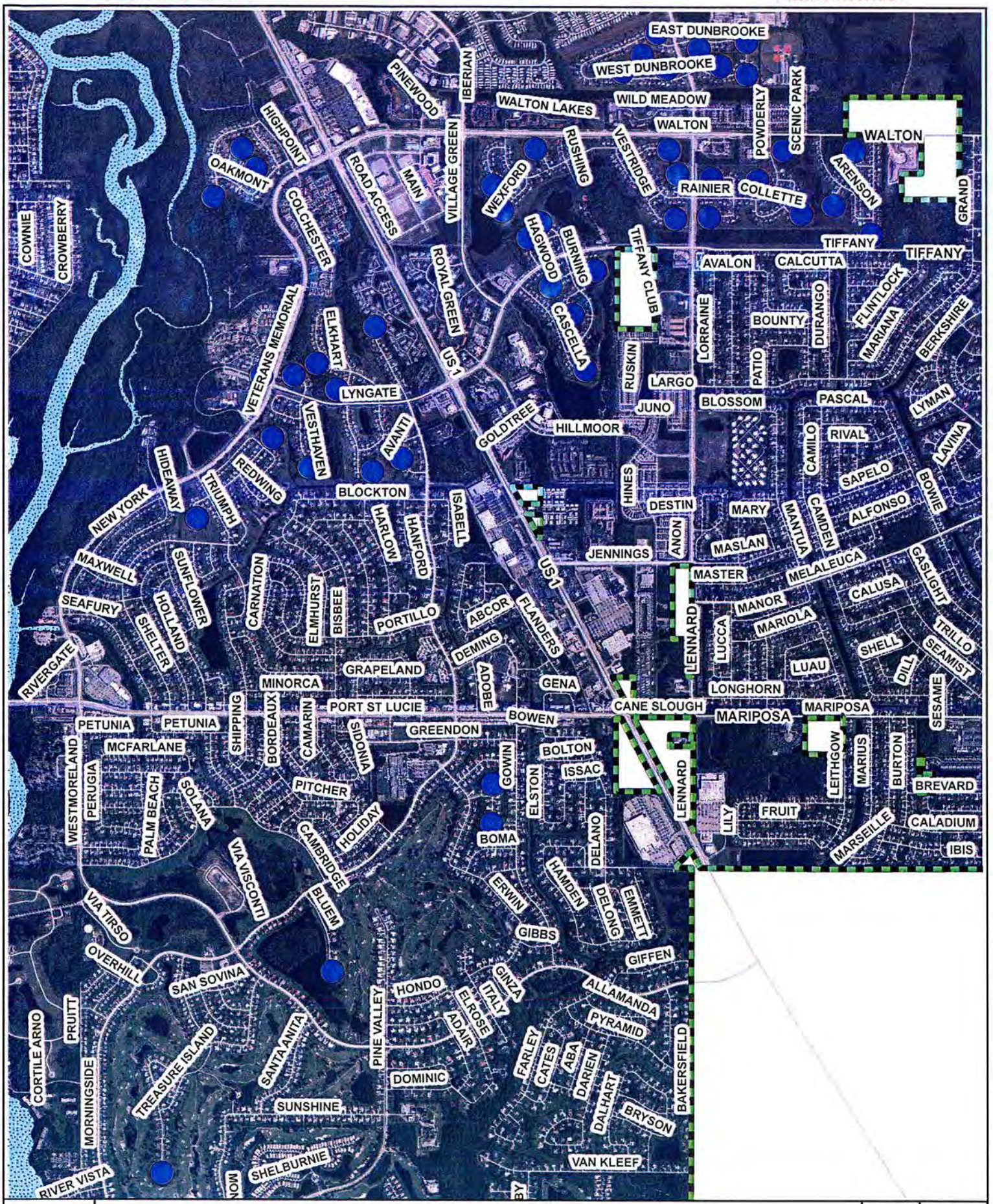
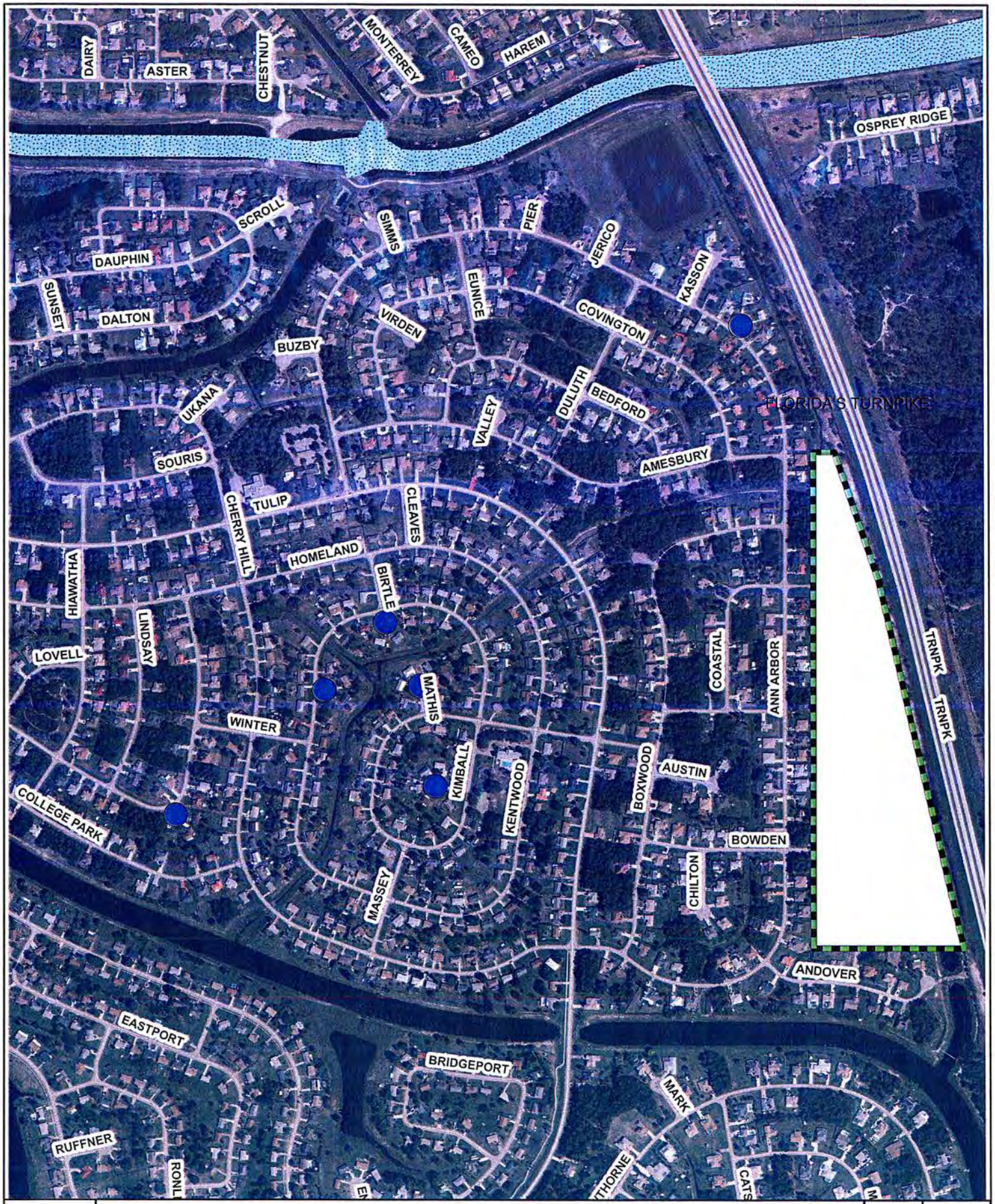
Tech DG
MSGIS# CulDeSacs



E-Bid #20160135
Median & Cul de Sac Mowing & Landscape Maintenance Services
Central & East Port St. Lucie
Cul de Sac Locations

Date 7/8/2016
Page 2 of 3
Tech DG
MISSION CulDeSacs

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



E-Bid #20160135
Median & Cul de Sac Mowing & Landscape Maintenance Services
Central & East Port St. Lucie
Cul de Sac Locations

Date 7/6/2016
Page 3 of 3
Tech DG
MISDIS# CulDeSacs

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Bid Reply Sheet
E-Bid #20160135
Median and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie

1. **COMPANY NAME**: Coast to Coast Landscaping

DIVISION OF: _____

PHYSICAL ADDRESS: 815 10th Ct SW VB, FL 32962

MAILING ADDRESS: PO Box 651477

CITY, STATE, ZIP CODE: Vero Beach, FL 32965

TELEPHONE NUMBER: (772) 562-6248 FAX NO. (772) 562-7878

CONTACT PERSON: John Pulvermacher E-MAIL: coast_2coast@bellsouth.net

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

Is the firm incorporated? (Yes)--No If yes, in what state? Florida

Jeffrey J Gomez
President

Betty Gomez
Vice President

_____
Treasurer

How long in present business: 22 years how long at present location: 22 years

Is firm a minority business (Yes)--No; Does firm have a drug-free workplace program (Yes)--No
If no, is your company planning to implement such a program? _____
Total number of staff at this present location: 175
Total number of staff for your firm within the Treasure Coast area? 175

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

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

Addendum Number	Date Issued
1	11-10-16
2	11-14-16

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

5. BID RESPONSE:

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

5.2 Percentage of discount when payment is made with Visa: 0 %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing and Landscape Services and Edging from **line 7** of the E-Bid Excel Reply Sheet $ 245,161.44

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

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

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer	Part No.
Mowers - Gravely, Skagg	
Blowers	
Edgers - weed eaters	
Back pack sprayers - trimmers	

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

NO

(Insert additional lines if necessary.)

7. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

We will assign adequate manpower required to complete the tasks specified within the contract.

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

no

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

9. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

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

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

CERTIFICATION

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

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

Jeffrey J Gomez — President

Signature — Title

CHECKLIST

E-BID #20160135

Median and Retention Pond Mowing and Landscape Maintenance Services - Central and Eastern Port St. Lucie Areas

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

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

✓ E-Bid Reply Sheet included in file

✓ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

✓ Completed Questionnaire included in file

✓ Copy of current Insurance Certificate included in file

✓ Drug-Free Workplace form included in file

✓ Copy of License to do business included in file

✓ Copy of MOT Training verification in file

✓ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

✓ Required W-9 included in file

✓ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

✓ Vendor Code of Ethics signed and included in file uploaded to Demandstar

✓ Copy of the Checklist uploaded to Demandstar

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

Electronic File #2

✓ Completed E-Bid Excel Reply Spreadsheet

✓ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

COASTOC-04 MATERAT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/15/2016

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

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

PRODUCER
Insurance Office of America, Inc.
1855 West State Road 434
Longwood, FL 32750

CONTACT NAME: Vivian Nasser
PHONE (A/C, No, Ext): (407) 788-3000 FAX (A/C, No): (407) 788-7933
E-MAIL ADDRESS: Vivian.Nasser@ioausa.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Property & Casualty Insurance Company of Hartford	34690
INSURER B : AGCS Marine Insurance Company	22837
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Coast to Coast Landscaping
P. O. Box 651477
Vero Beach, FL 32965

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			21UEAQT3319	08/18/2016	08/18/2017	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
							PRODUCTS - COMP/OP AGG	$	2,000,000
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			21UEAQT3319	08/18/2016	08/18/2017	COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
							BODILY INJURY (Per person)	$	
							BODILY INJURY (Per accident)	$	
							PROPERTY DAMAGE (Per accident)	$	
								$	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21XHAQT3320	08/18/2016	08/18/2017	EACH OCCURRENCE	$	5,000,000
							AGGREGATE	$	5,000,000
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	$	
							E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	
B	Contractors Equip.			SML93061446	08/18/2016	08/18/2017	Misc.tools & equip.		260,000
B	Contractors Equip.			SML93061446	08/18/2016	08/18/2017	$2500.00 deductible		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Reference E Bid #20160037 (Crosstown Parkway)

CERTIFICATE HOLDER

City of Port St Lucie
Procurement Management Department
121 SW Port St Lucie Boulevard
Port Saint Lucie, FL 34984

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: COASTOC-04

LOC #: 1

NASSERV

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Insurance Office of America, Inc.		Coast to Coast Landscaping P. O. Box 651477 Vero Beach, FL 32965
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Remarks:

Additional Named Insured
Coast to Coast Landscaping, Inc.
East Coast Tree Co. Inc.
South East Irrigation, Inc.
Coast to Coast Pest Control, Inc.
Beech Annual Flowers, Inc.

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The ACORD name and logo are registered marks of ACORD

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that Coast to Coast Landscaping does:
(Name of Business)

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

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

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

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

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

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

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

Bidder's Signature

Date: 11/14/16

CERTIFICATE OF LIABILITY INSURANCE

Date 3/21/2016

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Insurers Affording Coverage		NAIC #
Insurer A:	Lion Insurance Company	11075
Insurer B:		
Insurer C:		
Insurer D:		
Insurer E:		

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY ☐ Commercial General Liability ☐ Claims Made ☐ Occur ☐ ☐ General aggregate limit applies per: ☐ Policy ☐ Project ☐ LOC				Each Occurrence	$
						Damage to rented premises (EA occurrence)	$
						Med Exp	$
						Personal Adv Injury	$
						General Aggregate	$
						Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY ☐ Any Auto ☐ All Owned Autos ☐ Scheduled Autos ☐ Hired Autos ☐ Non-Owned Autos ☐ ☐				Combined Single Limit (EA Accident)	$
						Bodily Injury (Per Person)	$
						Bodily Injury (Per Accident)	$
						Property Damage (Per Accident)	$
		EXCESS/UMBRELLA LIABILITY ☐ Occur ☐ Claims Made ☐ Deductible				Each Occurrence	
						Aggregate	
A		**Workers Compensation and Employers' Liability** Any proprietor/partner/executive officer/member excluded? **NO** If Yes, describe under special provisions below.	WC 71949	01/01/2016	01/01/2017	X WC Statutory Limits ☐ OTHER	
						E.L. Each Accident	$1,000,000
						E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000
		Other	**Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**				

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 92-67-272

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Coast To Coast Landscaping, Inc.

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name: E-BID #20160037 CROSSTOWN PARKWAY

ISSUE 03-21-16 (TLD)

Begin Date 3/21/2013

CERTIFICATE HOLDER	CANCELLATION
CITY OF PORT ST. LUCIE 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984	Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives. John A. Ponera

2016 - 2017 LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 242 PEST CONTROL

BUSINESS ADDRESS 815 SW 10TH CT
VERO BEACH, FL 32962

ACCOUNT # 4883
RECEIPT # 24215845.000
EXPIRES SEPTEMBER 30, 2017

AMOUNT	40.00
PENALTY	0.00
TRANSFER	0.00
TOTAL	40.00

NAME COAST TO COAST PEST CONTROL INC
MAILING ADDRESS GOMEZ, JEFF PRESIDENT
PO BOX 651477
VERO BEACH, FL 32965

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 09/19/2016 40.00 103-00002521

2016 - 2017 LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

'PE OF JSINESS 254 HAULING SERVICE
265 LANDSCAPING & MAINTENANCE

JSINESS ADDRESS 815 SW 10TH CT
VERO BEACH, FL 32962

ACCOUNT # 5329
RECEIPT # 2652864.000
EXPIRES SEPTEMBER 30, 2017

AMOUNT	40.00
PENALTY	0.00
TRANSFER	0.00
TOTAL	40.00

AME COAST TO COAST LANDSCAPING
AILING ADDRESS GOMEZ, JEFFREY J
PO BOX 651477
VERO BEACH, FL 329651477

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

Paid 09/19/2016 40.00 103-00002524

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

E-Bid# Number: 20160135

Title: **Median, Retention Pond, and Cul de Sac Mowing and Landscape Maintenance Services**

Bidder/Respondent: Coast to Coast

Reference: Trillium

Email: mikesco@comcast.net Telephone #: 539-9452

Person to contact: Mike DeGeorge 631-831-3388

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

Describe the scope of work of the contract awarded by your firm to this Contractor: _____

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

ORIGINAL CHECK HAS A COLORED BACKGROUND PRINTED ON CHEMICAL REACTIVE PAPER

MARINE BANK
& TRUST COMPANY
571 BEACHLAND BLVD
VERO BEACH, FLORIDA 32963

Cashier's Check

029963

Date 11/14/16

Branch: 1002

REMITTER COAST TO COAST PEST CONTROL, INC.

PAY EXACTLY **500 AND 00/100 DOLLARS $500.00

TO THE
ORDER OF CITY OF PSL-PUBLIC WORKS

Security features included. Details on back.

⑈0000029963⑈ ⑆067014246⑆ 10904501⑈

MARINE BANK
& TRUST COMPANY
571 BEACHLAND BLVD
VERO BEACH, FLORIDA 32963

Cashier's Check

029963

DATE:11/14/16

REMITTER:COAST TO COAST PEST CONTROL, INC.

TO: CITY OF PSL-PUBLIC WORKS

BRANCH:	1002
ORIGINATOR:	Y57MARIEE
TIME:	11:47:59
CK AMT:	$500.00
FEE AMT:	$.00
TOTAL:	$500.00

NON-NEGOTIABLE

VENDOR CODE OF ETHICS

"A City for All Ages"

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

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

Name of Organization/Bidder Coast to Coast Landscaping

Signature

Printed Name and Title

Jeffrey Gomez President

Date _____

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

5 Address (number, street, and apt. or suite no.)
PO BOX 651477

Requester's name and address (optional)

6 City, state, and ZIP code
VERO BEACH, FL 32965

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

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

or

Employer identification number
0 1 - 0 8 7 4 9 8 9

Part II Certification

Under penalties of perjury, I certify that:

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

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

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

General Instructions

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

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

Purpose of Form

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

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

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

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

By signing the filled-out form, you:

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

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

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

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

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

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

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

5 Address (number, street, and apt. or suite no.)
PO BOX 651477

Requester's name and address (optional)

6 City, state, and ZIP code
VERO BEACH, FL 32965

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
0 1 – 0 6 7 9 0 1 7

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3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

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

General Instructions

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Purpose of Form

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

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

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

By signing the filled-out form, you:

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

Certificate of Completion

John P. Pulvermacher

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Intermediate Course.

04/29/2020	110	Kurt Dansereau	17060
Expiration Date	FDOT Provider #	Instructor	Certificate #

Safety Links
An IOA company

IOA Safety, LLC (Safety Links)
4602-35th Street, Ste. 400
Orlando, FL
www.safetylinks.net
info@safetylinks.net

FDOT

For more information about Maintenance of Traffic (MOT) or to verify this
www.motadmin.com

FDOT

This Certifies that
John P. Pulvermacher

Has Completed a Florida Department of Transportation Approved Maintenance of Traffic (MOT) Intermediate Course.

Date Expires 04/29/2020 **Certificate #** 17060

Instructor Kurt Dansereau **FDOT Provider #** 110

IOA Safety, LLC (Safety Links)
Phone: 800-768-7036
4602-35th Street, Ste. 400
Orlando, FL
www.safetylinks.net
info@safetylinks.net

Safety Links
an IOA company

E-Bid #20160135

Attachment A

Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie

Company Name: Coast to Coast

Line #	MOWING	Acres	Annual Frequency	Rate per Acre*	Total Annual Cost
1	**Median Mowing - Central and Eastern Port St. Lucie - total estimate acreage**	**145**	**36**	**$27.00**	**$140,940.00**
a	*PSL Blvd (Darwin to US1-Median and ROW)/Tnpk Bridge*	*22.5*			
b	*Darwin*	*1.5*			
c	*Tulip*	*0.5*			
d	*Floresta Drive-Elcam bridge, all 4 sides*	*4.5*			
e	*Lakehurst Drive-Airoso Blvd. to Prineville St. - median*	*0.5*			
f	*St. James Drive*	*0.5*			
g	*Selvitz Road/Manville Drive*	*14.5*			
h	*Landale Blvd*	*0.5*			
i	*Bayshore Blvd. (ROW & Median mowing)PSL Blvd to Prima Vista, including sidewalks*	*4.5*			
j	*Prima Vista Blvd. - Median and Right of Way. Airoso Blvd. to Bayshore Blvd., including sidewalks & ponds*	*6.25*			
k	*Airoso Blvd.- Median and Right of Way - PSL Blvd to St. James, includingsidewalks and ponds*	*15.75*			
l	*Southbend Blvd.- Newspaper site & traffic circle improvements*	*3.25*	**Location and estimated sizes are for informational purposes only. The total number of acres is listed on line 1.**		
m	*Sandia- Lakehurst to Crosspoint*	*0.25*			
n	*Earl Blvd. & Melaleuca Blvd. canal fronts*	*0.25*			
o	*Tiffany Ave. & Hillmoor Drive*	*1.5*			
p	*Lyngate @ Morningside Blvd.*	*1*			
q	*Tiffany/Blackwell Pump Stations-Separate Bldgs, entire sites*	*3*			
r	*Tiffany ROW - North and South*	*2.75*			
s	*Lennard (North)*	*1.5*			
t	*US 1-Hoffman Rd to Westmoreland-Median Only*	*7.5*			
u	*Veterans Parkway-PSL Blvd to US1, include ROW*	*29.5*			
v	*Lennard (South) Median and ROW*	*1*			
w	*Westmoreland-PSL Blvd. to Bakersfieldand select ROW*	*8.75*			
x	*Pine Valley-Saints Golf Course to Club Med*	*3.5*			
y	*Monte Vista*	*0.25*			
z	*Bakersfield Entry*	*0.5*			
aa	*Village Green-US1 to Tiffany/sidewalk & trees along lake*	*5.75*			
bb	*Drainage Right of Ways - Citywide*	*3.25*			
2	**Central/Eastern PSL Retention Ponds - mowing**	**28**	**36**	**27.00**	**27,216.00**
a	*Longhorn*	*2*			
b	*Dwight*	*2*			
c	*Westmoreland*	*2*			

d	*Floresta*	*1.5*	**Locations and estimated sizes are for informational purposes only. The total number of acres for retention pond mowing is listed on line 2.**
e	*Prima Vista*	*2*	
f	*Airoso*	*4*	
g	*Sea Fury*	*1*	
h	*Essex Drive*	*2*	
i	*Morningside*	*9*	
j	*Delano*	*1*	
k	*Degan*	*2*	
l	*Port St. Lucie Blvd (Darwin to US1)*	*4.5*	
m	*Bayshore and St. Lucie West Blvd.*	*2*	

	Description	Quantity	Annual Frequency	Unit Price	Total Annual Cost
3	**Citywide Cul de Sacs**	59	24	$10.00	$14,160.00
4	**Guardrails**	5	24	$10.00	$1,200.00

	Description	Linear Ft.	Annual Frequency	Unit Price	Total Annnual Cost
5	**EDGING - Estimated Total (price per Linear Foot)**	370,284	16	$0.01	$59,245.44

	Description	Quantity	Annual Frequency	Unit Price	Total Annual Cost
6	**Public Works Complex and Park n' Ride - 5 acres total. All required mowing and landscape maintenance services included in the unit price.**	1	12	$200.00	$2,400.00
7	**TOTAL ANNUAL COST FOR ALL SERVICES**				**$245,161.44**

NOTES:

1. All prices shall include MOT, if required, and annual pruning of all landscape grasses.
2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.
(Please print or type)

E-Bid# Number: 20160135
Title: **Median, Retention Pond, and Cul de Sac Mowing and Landscape Maintenance Services**
Bidder/Respondent: Coast to Coast
Reference: Trillium (Vero Beach Development - 71 acres)
Email: mikesso@comcast.net Telephone #: 539.9452
Person to contact: Mike DeGeorge 631-831-3388

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

Describe the scope of work of the contract awarded by your firm to this Contractor: Mowing, fertilization, pesticides, trimming bushes, certified arborist tasks, all landscaping

Were the services completed on time? yes

Did the services provided meet your requirements? yes

What were/are the project effective dates? 10 years, currently have 3 year contract

Total Value of Contract? $250,000K + Annually

What problems were encountered (claims)? Minor - always resolved.

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism	10	Weed Control	8
Qualifications	10	Cooperation	11
Performance	10	Reliability	10
Adherence to Schedule	10		

Would you contract with this Contractor again? Yes [X] Absolutely! No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	11/18/16
Clerk Checked	BSO

Vendor Evaluation Form 03/15/16

PLEASE FILL OUT THIS FORM IN ITS ENTIRETY AND RETURN TO THE PROCUREMENT MANAGEMENT DEPARTMENT. THANK YOU.

CONTRACT #20110110R

TITLE: Install chemical, fertilizer & IPM Services on Roadways & Medians

CONTRACTOR'S NAME: Coast to Coast Pest Control, Inc.

DEPARTMENT: *Various

DATE DUE: March 22, 2016

PLEASE CHECK THE APPROPRIATE RESPONSE BELOW:

	EXCELLENT	GOOD	FAIR	POOR
Quality of Work		X		
Quality of Products Used	X			
Adherence to Specifications		X		
Problem Solving		X		
Overall Performance		X		
Response to Issues		X		

Please make comments. List any additional information you find pertinent to the contractor's performance. These comments should reflect between excellent to poor service.

Good reliable company. completes work on time.

Would you contract with this contractor again: Yes or No (*please circle one*)

SUPERVISOR: John Dunton (*please print*) DATE: 11/18/16

DEPARTMENT: Public Works

20110110R-89

"A City for All Ages"

CITY OF PORT ST. LUCIE

E-Bid#20160135
(Electronic Bid)

Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie

Prepared By:
Brenda Leo, Contract Specialist
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-5222
bleo@cityofpsl.com

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INVITATION TO E-BID

Sealed Electronic Bids (E-Bid) for Median and Cul de Sac Mowing and Landscape Maintenance Services - Central and Eastern PSL will be received in the Procurement Management Department, of the City of Port St. Lucie, 3rd Floor, Suite 390, Building "A" of the Municipal Complex located at 121 SW Port St. Lucie Boulevard, Port St. Lucie, FL 34984-5099, until **2:00 p.m. on November 14, 2016**. Specifications are attached.

This E-Bid requires a Bid Bond in the amount of $500.00. Please see section 2.3 for additional Bid Bond information.

All bids must be uploaded by the date and time specified above, when they will be opened and publicly read aloud. The bid time must be and shall be scrupulously observed. Under no circumstances shall bids be uploaded after the time specified be considered. It is the sole responsibility of the Bidder to ensure that his or her bid is uploaded to Demandstar.com on or before the closing date and time. The City shall in no way be responsible for delays caused by power outages or internet failures. No exceptions will be made.

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007. All must be contained in two (2) files and in the order specified under title **Content of Responses.** Bidding will be done through a secure locked box. Bidders can only view/submit their E-Bid and will not have access to any other Bidder's submittals. The Bidder's E-Bid may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-Bids. Bidders who are submitting an E-Bid for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to **supplierservices@onvia.com**.

The City of Port St. Lucie reserves the right to reject any and all proposals, to waive any and all informalities or irregularities, to negotiate with any qualified bidders, to solicit and re-advertise for new bids, abandon the project in its entirety, and to accept or reject all or any part of any proposal as it may deem to be in the best interest of the citizens of the City.

Submit all questions regarding the Contract Documents, in writing, to Brenda Leo in the City of Port St. Lucie Procurement Management Department, 121 SW Port St. Lucie Boulevard, Port St. Lucie, Florida 34984, Phone (772) 871-5222, Fax (772) 871-7337, and email: bleo@cityofpsl.com. The City will not be responsible for oral clarification of questions. Questions received after November 1st, 2016 may not be answered, and will not be cause for additional compensation. Bidder(s) must clearly understand that Ms. Leo is the only individual authorized to represent the City.

Questions submitted to any other person in any department, including the Mayor and City Council, will not be addressed. Questions will be answered in the form of an addendum. The City will not be responsible for any interpretation, other than those transmitted by addendum to the bid, made or given prior to the bid award. The Bidder(s) is responsible for verifying receipt of all Bid Addenda.

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

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

Onvia.com. The Bidder, in turn, shall acknowledge receipt of the addendum by marking the E-Bid Reply Sheet (item #3) with the Addendum number and the date of issuance.

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

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

E-Bid Documents for the project include the following:

- E-Bid Document– Pages 1 – 41.
- E-Bid Reply Sheet #20160135
- Attachments/Schedule:
  - Attachment A – E-Bid Excel Reply Sheet (2 pages)
  - Attachment B – Cul de Sac and Guardrail Locations List (2 pages)
  - Attachment C – Mowing Location Maps (3 pages)
  - Attachment D – Cul de Sac Location Maps (3 pages)

Brenda Leo, Contract Specialist
Procurement Management Department

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

(Balance of page intentionally blank)

INTENT

The City desires to obtain quotations from qualified individuals, firms, and legal entities to enter into a unit price contract relative to supplying median, retention pond, and cul de sac mowing and landscape maintenance services for Central and Eastern Port St. Lucie Areas. The selected Bidder will be responsible to furnish all labor, materials, equipment, utilities and supervision necessary to comply with the specifications set forth herein. Contract period shall be for an initial five (5) year period with an option to renew for one (1) additional five (5) year period, contingent upon satisfactory service and mutual agreement of the parties. This contract allows for an annual CPI-U index increase as per Section V of the Sample Contract.

SCOPE OF WORK SUMMARY

The selected Bidder shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform grass mowing and maintenance services for median, retention pond, and cul de sac mowing and landscape services; including, but not limited to, mowing, trimming, weed removal, edging and debris removal in accordance with the Monthly Schedule issued by the Project Manager, or their designee. Specific scope of work requirements are outlined in Section II of the Sample Contract contained in the bid specifications.

This E-Bid is the last of five (5) that the City will be issuing for identical Median Mowing and Landscape Maintenance Services in other areas of the City. Services for the cul de sac locations were previously bid (E-Bid #20160109) and the City is adding those locations to this E-Bid to determine if including them with additional services in the same general area will reduce the cost to the City. It is the intent of the City to award each of the mowing and grounds maintenance contracts to different Contractors with no one (1) Contractor being awarded more than one (1) mowing and grounds maintenance contract.

BACKGROUND

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando and was incorporated in 1961. It is the largest city in the county and region and has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of almost 170,000 full time residents, and over 200,000 during the winter season.

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

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

1. GENERAL REQUIREMENTS

1.1 Invitation to Bid - All requirements contained in the E-Bid are hereby incorporated in this specification.

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

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

No plea of ignorance by the Bidder of conditions that exist or may hereafter exist, as a result of failure or omission on the part of the Bidder to make said investigations and visits, and/or failure to fulfil in every detail the requirements of this specification and documents promulgated therein, will be accepted as a basis for varying the requirements of the City or the compensation of the Bidder(s).

It is the responsibility of the Bidder(s) to consider federal, state, and local laws and regulations that may affect cost, progress, performance or furnishing of the work; to study and carefully correlate Bidder's knowledge and observations with the Contract Documents and such other related data; and to promptly notify the City of all conflicts, errors, ambiguities or discrepancies, which any Bidder has discovered in or between the Contract Documents and such other related documents.

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

PLEASE NOTE

The City has implemented a **Purchasing Card Program.** The Bidder can take advantage of this program and in consideration receive payment within several days instead of the City's policy of net forty five (45) Days After Receipt of Invoice (ARI). Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

Bidders are requested to state on the Bid Reply Sheet if they will honor the VISA Purchasing Card. In the event of failure on the part of the Bidder to make this statement the City shall assume the purchase or contract price shall be governed by the net forty five (45) ARI policy.

1.5 Qualifications - Bidders shall have the necessary organization, experience, capital, and equipment to carry out the provisions of the Contract to the satisfaction of the City. References from five (5) existing firms to which it has provided these types of services in the past or with which it is under Contract for such services presently and the names of company representatives who may be contacted for references shall be furnished on the Questionnaire and returned with the Bid. References are subject to verification by the City and will be utilized as part of the award process. *If requested,* performance history, financial statements, list of projects recently completed and in process, major equipment available for this project

and experience of the principal members of the Bidder's organization must be furnished within seven (7) days.

1.6 Award of Contract – The City shall take measures as deemed necessary to determine the ability of the Bidder to perform the obligations of the Contract. The City may reject any bid where an investigation of the available information indicates a Bidder is not the most qualified to perform the obligation of the Contract. The City may require a Bidder to furnish additional statements of qualifications. Some or all of the following criteria may be used to select the bid(s) that will provide the best value to the City:

- Have sufficient financial resources to complete the order
- Can meet quoted delivery considering all other business commitments
- Has a satisfactory record of performance
- Has adequate staffing to fulfill requirements
- Has the necessary production, technical equipment and facilities (or ability to readily obtain them)
- Has necessary organization experience, operational controls, and technical skills (or ability to readily obtain them)
- Bidder is a manufacturer, supplier, authorized distributor or vendor for the requirement
- The Bidder is qualified and eligible to receive an award under applicable laws and regulations
- Has bid within a competitive price range in relation to the needed goods, services or construction
- The skill and experience demonstrated by the Bidder in performing contracts of a similar nature
- The Bidder's past performance with City
- Has met all requirements of the solicitation (delivery, quality and price)
- Has met bounds of commonality. Absolute conformity is not required, just substantial or material compliance
- Has met bid security requirements. Lack of security, where required, is a material nonconformity
- Price: The element of price is but one of the criteria elements; When considering a proposal
  the City will evaluate the pricing offered by the Bidder, consider lifecycle costing and depreciation. Consideration will be given for payment by Visa and any discount provided.
- Determine what proposal provides the best value to the City for the selected items
- City Ordinance Section 35.12 Local Preference will apply
- Award will be based on the total amount from Line #5.3 on the E-Bid Reply Sheet #20160135 that represents the best value to the City

The award date is the date that City Council passed the motion to award the bid(s) regardless of the date bidder received the notification of award. Notification of the award may be given by e-mail, facsimile, U.S. mail system, courier, or on the web site.

1.6.1 Collusion - The City reserves the right to disqualify bids, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder. More than one (1) bid from an individual, partnership, corporation, association, firm, or other legal entity under the same or different names will not be considered. Reasonable grounds for believing that a Bidder is interested in more than one (1) proposal for the same work will be cause for rejection of all proposals in which such Bidders are believed to be interested. Any or all proposals will be rejected if there is any reason to believe that collusion exists among the Bidders.

1.6.2 Negotiation of Bids: The City reserves the right to negotiate prices with the bidder that provides the best value to the City provided that the scope of work of the solicitation remains the same. The City may terminate the negotiation if unsuccessful and begin negotiations with the next bidder that provides the best value to the City.

1.6.3 Best and Final Offer: The City reserves the right to negotiate with all bidders for the purpose of obtaining best and final offers. Bidders shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. Any such revisions may be permitted throughout negotiations after submissions and prior to award for obtaining best and final offers. Any revisions to scope or work will be offered to all bidders for the purpose of obtaining the best and final offer. The City at any time during these negotiations may request a "best and final offer" from any or all of the responsive and responsible bidders that submitted proposals. At the date and time established by the City the "best and final offer " will be provided in a sealed envelope at a public meeting and will follow the same procedure as a formal bid opening.

1.6.4 Tie Bid Statement – In the event of two (2) or more bids that are equal with respect to price, quality, and service are received by the City for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program, Pursuant to Section 287.087 Florida Statues, shall be given preference in the award process. Please submit the form that is enclosed with your bid response.

1.7 Variances to Specifications - Bidders must indicate any variances to the Specifications. Additionally, if bids are based on alternate products, Bidder must indicate the manufacturer's name and number of the alternate item(s) being offered and attach appropriate specifications. If variations and/or alternates are not stated in Bidder's reply, it shall be construed that the bid fully conforms to the specifications.

1.8 SUBMITTAL OF E-BID

All bids shall be submitted by completing and returning the Bid Reply Sheet, Questionnaire, E-Bid Excel Reply Sheet, and other required documents. The information submitted on the Bid Reply and Questionnaire should be typed or printed and signed in black ink. All required submittals are to be electronic, contained in two (2) files and in the order listed. **No** hard copies will be accepted.

A. Request Bid Specifications, #20160135 from Onvia, via phone 800-711-1712 or via internet **www.cityofpsl.com**

B. Download the Bid Reply Sheet, Questionnaire, and E-Bid Specifications, and save to your hard drive, program is in Word/Excel 2007 Professional. Enter information requested on the applicable Forms.

C. Electronically sign the Bid Reply where indicated.

FILE # 1- in the following order upload:

D. Upload and submit the E-Bid Reply Sheet for E-BID#20160135 from pages 13-15 (acknowledge all Addenda on the Bid Reply Sheet, item #3), Questionnaire, current Certificate of Insurance, Drug Free Workplace form, copy of license allowing you to do business in the State of Florida, MOT Training verification, equipment list, W9, $500.00 Bid Bond or alternative surety, three (3) reference forms, Vendor Code of Ethics, and E-Bid checklist onto Demandstar by the due date and time.

*NOTE: Upload and submit a copy of your license for this type of work; or in compliance with Florida Statute Chapter 489, a copy of the certificate issued by the State of Florida authorizing the Bidder(s) to transact business within the state.

Enter the total proposal amount from **#5.3** of the E-Bid Reply Sheet on the Demandstar web page for cost or you will receive an error message and your submittal will be denied. Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Reply Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

FILE #2

E. Upload the completed E-Bid Excel Reply Spreadsheet. The total amount from **line 7** should be entered on the Bid Reply Sheet and on Demandstar.

The "Submit" button at the bottom of the page must be selected to send the documents and submit the proposal.

**** Only electronic replies are required. No hard copies will be accepted.**

1.8.1 Shipping Terms - Bidders shall quote F.O.B. Destination.

1.9 Execution of Contract or Purchase Order - After the recipient of an award has been determined and necessary approval obtained, the City will prepare a formal Contract to be executed by the parties. The Contract will be in substance the same as the Contract given to the selected Bidder(s) with these Specifications. The selected Bidder(s) shall execute the Contract, deliver the required Insurance Certificates, and furnish an acceptable Performance and Payment Bond and any other required documentation within ten (10) calendar days. It is agreed and understood that the City will not be bound by the Contract unless and until it has been duly authorized by the City Council and has been executed by the City Manager and a purchase order or Visa order form has been issued.

NOTE: The Bidder will be required to accept the terms and conditions of the City's Contract as provided in this proposal. If Bidder cannot accept these terms and conditions then Bidder should not submit a bid.

1.9.1 Failure to Execute Contract – The failure on the part of the selected Bidder(s) to execute the Contract and/or punctually deliver the required Insurance Certificates and other documentation may be cause for the annulment of the award. In the event of the annulment of the award, the amount of guaranty deposited with the proposal will be retained or be paid upon demand to the City, not as a forfeiture, but rather as liquidated damages for the breach of the Contract, it being agreed to by each selected Bidder(s) in advance that the City will sustain certain damages by reason of the failure of the selected Bidder(s) to sign the Contract and/or deliver the required Insurance Certificates and other documentation and that such damages equal the amount of the bid security, or exceed the same, and in no event shall the selected Bidder(s) thereafter be permitted to contest to the contrary and does waive such right upon submitting a bid.

1.10 Subcontracting or Assigning of the Contract – The Bidder shall not subcontract, sell, transfer, assign or otherwise dispose of the Contract or any portion thereof, or of the work provided for therein, or of his right, title or interest therein, to any person, firm or corporation without the written consent of the City. Each Bidder shall list all subcontractors and the work provided by the suppliers in the area provided on the Questionnaire.

The successful Bidder(s) shall provide a listing of all subcontractors, suppliers, and other persons and organizations (including those who are to furnish the principal items of material and equipment), other than those identified in the Bid Reply, to the City within ten (10) days after the bid opening. Such list shall be accompanied by an experience statement for each such subcontractor, supplier, person or organization if requested by City. The City, who, after due investigation, has reasonable objection to any proposed subcontractor, supplier, other person or organization, may, before the Notice of Award is given, request apparent successful Bidder to submit an acceptable substitute without an increase in Bid price.

If apparent successful Bidder(s) declines to make any such substitution, City may award the Contract to the next acceptable Bidder(s) that proposes to use acceptable subcontractors, suppliers, and other persons and organizations. Declining to make requested substitutions will not constitute grounds for sacrificing the Bid security of any Bidder(s). Any subcontractor, supplier, other person or organization listed and to whom City does not make written objection prior to the giving of the Notice of Award will be deemed acceptable to City subject to revocation of such acceptance after the effective date of the Contract as provided in the General Requirements.

1.11 Public Entity Statement - A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute, Section 287.017, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

Discrimination – An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a

contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under Contract with any public entity, and may not transact business with any public entity.

1.12 Permits – The selected Bidder shall be responsible for obtaining all permits, licenses, certifications, etc., required by federal, state, county, and municipal laws, regulations codes, and ordinances for the performance of the work required in these specifications and to conform to the requirements of said legislation. Certain aspects of construction may not be allowed to occur until after these permits have been obtained. All building permits, licenses and certificates of inspection issued in connection with the work shall be delivered to the City with successful Bidder(s) application for final payment. All permit fees shall be included in the contract amount and paid by the successful Bidder(s).

1.13 W-9 (Taxpayer Identification Form) - Bidder shall be required to complete a W-9 Taxpayer Identification Form upon notice of award.

1.14 Withdrawal of Bids - A Bidder may withdraw his bid without prejudice no later than the day and hour set in the E-Bid by removing all documents from Demandstar.

1.15 Intent to Perform - The selected Bidder must agree that time is of the essence and that all requirements stated in these specifications are critical as relates to the time of performance. Submittal of a quotation shall be prima facie evidence of the selected Bidder's intent to comply with this specification.

2. Specific Requirements

2.1 Samples – N/A

2.2 Standard Production Items – N/A

2.3 Proposal Guaranty (Bid Bond) - A Bid Bond, certified check, cashier's check, bank money order, bank draft of any national or state bank, or cash, in a sum of five hundred dollars ($500.00), made payable to the "City of Port St. Lucie", shall accompany each proposal as a guarantee that the Bidder will execute the required Contract and promptly deliver the required Insurance Certificates, and other documentation required by these Specifications. Bid Bonds must be executed by a fully authorized Surety licensed by the State of Florida. The failure on the part of the Bidder to comply with this requirement may be cause for the rejection of the bid.

Surety shall have a rating of A or A+ by "Best's Rating Guide". The Bid Bond should be uploaded on Demandstar.com with all other required responses. Then the original Bid Bond should be received within five (5) business days after the opening or the bid may be deemed non-responsive.

The accepted Contractor's security will be retained until execution of the Contract. The City will retain the remaining Contractors' security until a Contract has been executed, or until ninety (90) calendar days after the quote opening date, whichever is shorter.

2.4 Return of Bid Guaranty - After the bid submissions have been reviewed and evaluated, the Purchasing Agent may, at his/her discretion, return the guaranty deposit accompanying such proposals as in his/her judgment, based on evaluation, would not be considered in making the award. All other

proposal guaranties will be held until the Contract has been executed, after which bid guaranty will be returned to the respective Bidder's whose proposals they accompanied.

3. ADDITIONAL INFORMATION

3.1 Additional Bonding Requirements – N/A

3.2 Brand Names – N/A

3.3 Protests - Any person who wishes to protest any issue pertaining to this E-Bid may do so by attending the scheduled City Council meeting that the E-Bid will be scheduled to appear, and voicing their concerns at the 'Public to be Heard' section. All persons will be required to sign in at the front desk at City Hall and fill out the necessary Sign-In Forms.

(Balance of page left intentionally blank)

Bid Reply Sheet
E-Bid #20160135
Median and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie

1. **COMPANY NAME**: _____

DIVISION OF: _____

PHYSICAL ADDRESS: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE NUMBER: ( ) _____ FAX NO. ( ) _____

CONTACT PERSON: _____ E-MAIL: _____

2. **ORGANIZATIONAL PROFILE**: (complete all appropriate information)

Is the firm incorporated? Yes--No If yes, in what state? _____

_____
President

_____
Vice President

_____
Treasurer

How long in present business: _____ how long at present location: _____

Is firm a minority business: Yes--No; Does firm have a drug-free workplace program: Yes--No
If no, is your company planning to implement such a program? _____
Total number of staff at this present location: _____
Total number of staff for your firm within the Treasure Coast area? _____

Is the firm claiming Local Preference under City Ordinance 35.12? ( ) Yes ( ) No

3. **ADDENDUM ACKNOWLEDGMENT** - Bidder acknowledges that the following addenda have been received and are included in its proposal/bid:

Addendum Number	Date Issued

4. VENDOR'S LIST – If your company offers commodities other than the one specified for this bid, and you wish to be put on the vendor's list, please contact Onvia.com at (800) 711-1712. Bid Tabulation Reports are advertised on the City's Web Site at www.Cityofpsl.com.

5. BID RESPONSE:

5.1 Bidder will / will not accept the Purchasing Card (Visa).
(please circle one)

5.2 Percentage of discount when payment is made with Visa: _____ %

Any percentage off the bid price for the acceptance of Visa will be considered in the bid award. If no such percentage is given, the City shall assume zero (0) percent discount applies.

5.3 Please enter the Total Annual Cost – Mowing and Landscape Services and Edging from **line 7** of the E-Bid Excel Reply Sheet $_____

5.4 All prices shall include MOT, if required and annual pruning of all landscape grasses. Bidders are cautioned that the anticipated quantities used for this computation will be estimates. The City makes no guarantee as to the actual quantity that will be utilized during the Contract period. A unit price for each item shall be offered and such price shall include packing and shipping unless otherwise specified. The total amount shall be entered in the "Total" column for each separate item. In case of discrepancy between the unit price and the extended price, the unit price will supersede. The total amount shall be entered on line 5.3 above and entered on the Demandstar web page. The City reserves the right to split the award, if in the City's opinion such a split is in the best interest of the City.

Discrepancies between the dollar amount listed on the web page, the dollar amount listed on the E-Bid Reply Sheet, and the dollar amount listed on the E-Bid Excel Reply Spreadsheet will be resolved in favor of the E-Bid Excel Reply Spreadsheet that is uploaded at the time of submittal.

5.5 Bidders List of all equipment expected to utilize in execution of work, as required in Section II of the sample contract.

Manufacturer Part No.

_____
_____
_____
_____

6. Has the Proposer or any principals of the applicant organization failed to qualify as a responsible Contractor; refused to enter into a contract after an award has been made; failed to complete a contract during the past five (5) years or been declared to be in default in any contract or been assessed liquidated damages in the last five (5) years? If yes, please explain:

_____
_____
_____
_____

(Insert additional lines if necessary.)

7. How will the Contractor be able to meet the project timeline and budget given the current work load, work force and equipment?

   _____

   _____

   _____

8. List any criminal violations and/or convictions of the Proposer and/or any of its principals:

   _____

   _____

   _____

   (N/A is not an acceptable answer - insert lines if needed)

9. **INSURANCE CERTIFICATES** - Bidders are required, in accordance with Section 5, to submit a copy of their Insurance Certificate for the type and dollar amount of insurance they currently maintain.

10. **COMPLETION OF FORM** - An authorized representative of the firm offering this Bid must complete this form in its entirety. Prices entered herein shall not be subject to withdrawal or escalation by Bidder. The City reserves the right to hold proposals and bid guarantees for a period not to exceed 90 days after the date of the bid opening stated in the Invitation to Bid before awarding the Contract. Contract award constitutes the date that City Council executes the motion to award the bid.

11. **CONTRACT** - Bidder agrees to comply with all requirements stated in the specifications for this bid.

CERTIFICATION

I, (print) _____ am an officer of the above firm duly authorized to sign bids and enter into Contracts. I certify that this bid is made without prior understanding, Contract, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid.

Bidder has read and accepts the terms and conditions of the City's standard Contract:

_____ _____

Signature Title

Sample Contract

CITY OF PORT SAINT LUCIE
CONTRACT #20160135

This is a Lump Sum CONTRACT, executed this day of 2016, by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called "City", and _____, a (designated filing status) Telephone No (xxx) xxx-xxxx, Fax No (xxx) xxx-xxxx, hereinafter called "Consultant".

RECITALS

In consideration of the below agreements and covenants set forth herein, the parties agree as follows:

SECTION I
NOTICES

All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person, sent by certified mail with return receipt request, email or fax and addressed as follows unless written notice of a change of address is given pursuant to the provisions of this Contract.

City Contract Administrator:
Procurement Management Department
Attn: Brenda Leo, Contract Specialist
City of Port St. Lucie
121 SW Port St. Lucie, Blvd.
Port St. Lucie, FL. 34984
Telephone (772) 871-5222, Fax (772) 871-7337
Email: bleo@cityofpsl.com

City Project Manager:
John Dunton
Public Works Department
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984
Telephone: (772) 344-4035 Fax: (772) 871-7397
Email: jdunton@cityofpsl.com

Contractor:

SECTION II
DESCRIPTION OF SERVICES

The Contractor shall provide services for Median and Cul de Sac Mowing and Landscape Maintenance Services - Central and Eastern PSL pursuant to E-BID- #20160135 and all addenda per the following scope of work:

SCOPE OF WORK

2.1 The City has an estimated **173 acres** of median mowing and landscape maintenance, **59** cul de sacs and **5** guardrails, approximately **362,000 linear feet** of edging and mowing and landscape maintenance services for the Public Works Compound required for this contract. The Project Manager shall provide a list of edging locations and linear feet prior to execution of contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

2.2 Median Mowing and Landscape Maintenance Services for Central and Eastern Port St. Lucie Areas rotation shall be thirty six (36) times annually. Mowing and Landscape Maintenance Services for Citywide Cul de Sacs and Guardrails shall be performed twenty four (24) times annually. Edging rotations shall be sixteen (16) times annually. Mowing and Landscape Maintenance Services for the Public Works Compound shall be twelve (12) times annually.

2.3 The City reserves the right to modify the level of service due to environmental conditions, funding availability and/or the demands from the public.

2.4 **Areas Involved-** Designated areas are identified below. The City Project Manager shall exercise discretion as to the amount and number of services for all locations.

MOWING	Acres
Median Mowing - Central and Eastern Port St. Lucie - total estimate acreage	**145**
PSL Blvd (Darwin to US1-Median and ROW)/Tnpk Bridge	*22.5*
Darwin	*1.5*
Tulip	*0.5*
Floresta Drive-Elcam bridge, all 4 sides	*4.5*
Lakehurst Drive-Airoso Blvd. to Prineville St. - median	*0.5*
St. James Drive	*0.5*
Selvitz Road/Manville Drive	*14.5*
Landale Blvd	*0.5*
Bayshore Blvd. (ROW & Median mowing)PSL Blvd to Prima Vista, including sidewalks	*4.5*
Prima Vista Blvd. - Median and Right of Way. Airoso Blvd. to Bayshore Blvd., including sidewalks & ponds	*6.25*
Airoso Blvd.- Median and Right of Way - PSL Blvd to St. James, includingsidewalks and ponds	*15.75*
Southbend Blvd.- Newspaper site & traffic circle improvements	*3.25*
Sandia- Lakehurst to Crosspoint	*0.25*

Earl Blvd. & Melaleuca Blvd. canal fronts	*0.25*
Tiffany Ave. & Hillmoor Drive	*1.5*
Lyngate @ Morningside Blvd.	*1*
Tiffany/Blackwell Pump Stations-Separate Bldgs, entire sites	*3*
Tiffany ROW - North and South	*2.75*
Lennard (North)	*1.5*
US 1-Hoffman Rd to Westmoreland-Median Only	*7.5*
Veterans Parkway-PSL Blvd to US1, include ROW	*29.5*
Lennard (South) Median and ROW	*1*
Westmoreland-PSL Blvd. to Bakersfieldand select ROW	*8.75*
Pine Valley-Saints Golf Course to Club Med	*3.5*
Monte Vista	*0.25*
Bakersfield Entry	*0.5*
Village Green-US1 to Tiffany/sidewalk & trees along lake	*5.75*
Drainage Right of Ways - Citywide	*3.25*
Central/Eastern PSL Retention Ponds - mowing	**28**
Longhorn	*2*
Dwight	*2*
Westmoreland	*2*
Floresta	*1.5*
Prima Vista	*2*
Airoso	*4*
Sea Fury	*1*
Essex Drive	*2*
Morningside	*9*
Delano	*1*
Degan	*2*
Port St. Lucie Blvd (Darwin to US1)	*4.5*
Bayshore and St. Lucie West Blvd.	*2*
Description	**Quantity**
Citywide Cul de Sacs	59
Guardrails	5
Description	**Linear Ft.**
EDGING - Estimated Total (price per Linear Foot)	370,284
Description	**Quantity**
Public Works Complex and Park n' Ride - 5 acres total. All required mowing and landscape maintenance services included in the unit price.	1

2.5 The Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or their designee.

2.6 **Daily Checklist** - Contractor shall perform work in accordance with the Monthly Schedule issued by the Project Manager, or his/her designee. The Project Manager shall provide an itemized check list to the Contractor. This check list will need to be signed and dated for each occurrence. Contractor shall deliver daily VIA email, facsimile, or in person, the signed and dated check list of work completed to the Project Manager or their designee.

2.7 **Hours of Service** - Work shall be performed by the Contractor between (seven) 7:00am and dusk, Monday thru Friday. Work shall not be performed on Saturday or Sundays unless specifically authorized in writing by the Project Manager or their designee. The Contractor will not be allowed to work during any City recognized holiday without prior written notice.

2.8 **Mowing** – The mowing area(s) are defined as road right-of-way (RROW) to RROW for all locations. Mowing area for this contract includes the turnpike sign areas at Crosstown and the Turnpike. The Contractor shall rake or otherwise remove all litter, trash, branches, and all other accumulated debris from grounds prior to mowing. All grass shall be mowed to a uniform minimum height of two inches (2") to three inches (3") for St. Augustine and Bahia Sod. All mowed areas are to be cut with a rotary type mower with sharp blades giving the mowed area a neat and clean cut. The Contractor shall immediately after each mowing, remove all grass clippings from the mowed areas and those areas adjacent to those mowed to include and not limited to walkways, curbs, driveways, roadways, buildings, fences, vehicles, etc. Changes in height directed by the Project Manager or their designee, will be done at no additional charge. At no time shall any of the grass be discharged into a drainage inlet or water bodies.

2.8.1 If sloped areas are too wet to be mowed they may need to be cut with a weed-eater or bypassed. This will be at the discretion of the Project Manager or their designee. If rutting or damage to any area occurs, it may require the area to be graded and re-sodded, per the discretion of the Project Manager or their designee.

2.8.2 Initial annual mowing schedule to be submitted by Project Manager, or their designee, and is subject to change or altered as deemed necessary.

2.8.3 Equipment shall have cutting blades maintained in optimal condition to ensure grass is evenly cut without a "tearing" effect, which would negatively affect growth, health and appearance of grass.

2.8.4 **Weeding** - Around or up to all posts, poles, planting beds, trees, ponds, curbs, walks or any area that is not maintainable with a piece of mowing equipment before or during or immediately after the commencement of mowing only. Trimming shall be done in a manner that will provide a uniform manicured appearance. Contractor is responsible for maintaining tree rings. Caution shall be of utmost importance where people are present. At no time shall any mechanized equipment come in contact with planted vegetation (i.e. weed-eaters, mowers, etc.) unless there is pruning of ornamental planted material only.

2.8.5 **Power Blade Edging** - Uniform cutting, shaping of landscape material shall be performed with acceptable equipment deemed to be in good working order. Power equipment is required to have manufacturer installed safety equipment and sharp blades. Edging shall be performed along walk areas or any similar areas as are present where string trimming will not provide the optimal appearance and/or effect. Trimming shall be a minimum of 30" outside of chain link fences. Soft edging shall be performed on St. Augustine turf only.

2.8.6 **Cleanup** - Parking lots, driveways, walks, and any other similar areas present on the grounds shall be cleaned of cuttings and debris by use of power and/or hand equipment. Such cuttings as may require cleanup shall be removed from the site by the Contractor on the date of service. No cuttings dispensed from mower shall be blown into plant beds. **Note**: trash, cigarette butts, or debris shall be removed prior to commencing work.

2.8.7 **Diseased or Damaged Plant Material** - Any sick, diseased or damaged plant or tree material shall be punctually reported to the Project Manager or their designee.

2.9 Landscape Maintenance

2.9.1 **Ground Cover and Shrubbery Maintenance** – Contractor shall provide all necessary labor and equipment to maintain all ground cover and shrubbery.

2.9.1.1 Maintenance shall include all necessary trimming/pruning, and bed maintenance necessary to maintain a neat and proper appearance with each mowing cycle.

2.9.1.2 All plant materials will be maintained up to 12' in height.

2.9.1.3 Pruning of all landscape grasses shall be done one (1) time annually in February.

2.9.2 **Crack and Joint Cleaning** – All cracks and joints in concrete and asphaltic concrete surfaces and brickwork will be cleaned by weed-eating down and weeds, blow the area clean and then application of herbicide.

2.9.3 **Weeding** – A circular space with a diameter equal to three feet plus the caliper of the tree will be maintained around each tree. Weeds will be removed during the edging and trimming operation and the ground surface scratched loose to prevent crusting during each cycle. Ground cover areas will also be maintained free of weeds with the perimeter edge of the ground cover edged and trimmed outside the ground cover bed.

2.9.3.1 In the event that weeds or other undesirable vegetation become prevalent to such an extent that either cut or uncut they threaten to smother the grass or landscaped species, they shall be removed by hand.

2.9.3.2 The Contractor shall maintain each area of responsibility weed free at all times.

2.9.4 **Herbicides** - The use of herbicide may be used only in locations that will not promote erosion (impervious surfaces). All herbicides applied must at all times have indicator dye

mixed in with chemicals to allow for monitoring and evaluation. A hood covering the herbicide applicator wand must be used at all times. Contractor will take all precautionary measures to ensure all herbicide treatments will not take place during high winds or rain storms that may allow herbicide to come in contact with native or off target species fifteen (15) miles per hour (MPH) or greater. Herbicide is only to be applied along exterior bed lines and impervious surfaces.

2.10 **Damages During Performance of Work** - Damage to trees, plants, any components of the irrigation system, buildings, structures, parked vehicles or other property of the City or the public which occurs during the performance of contracted services, shall be reported immediately by the Contractor's staff to the Public Works Project Manager, or their designee. A written report shall be completed by the Contractor for submittal within twenty-four (24) hours. The Project Manager or their designee will supply report forms for the Contractors use in reporting any damages. Damages during closed hours/days shall be reported to the Police Department Duty Officer with a request to call the Project Manager or their designee, as necessary.

2.10.1 If applicable, the Public Works Project Manager or their designee, shall determine the cost of necessary repairs or replacement and advise the Contractor in writing. Where costs are involved the Public Works Project Manager and Contractor shall mutually agree on an acceptable cost. The Contractor shall be afforded the opportunity to have repairs made or provide replacement as approved by the City or shall punctually issue reimbursement within a time frame as approved by the City. All such matters shall be put forth in writing and signed by both parties.

2.11 **Areas of Service** - The area of service is Central and Eastern Port St. Lucie Areas as indicated in Section 2.4 and from RROW to RROW. The City reserves the right to add and/or subtract locations as required.

SECTION III
TIME OF PERFORMANCE

The Contract Period will start on _____ and will extend for five (5) years ending on _____ . The Contractor will be required to commence work under this Contract within ten (10) calendar days after the start date identified in this Contract. In the event all work required in the bid specifications has not been completed by the specified end of the initial term date, the Contractor agrees to provide work at no additional cost as authorized by the Project Manager, or their designee, until all work specified in the bid specifications has been rendered.

Written requests shall be submitted to the City for consideration of extension of completion time due to strikes, unavailable materials, or other similar causes over which the Contractor feels he has no control. Requests for time extensions shall be submitted immediately but in no event more than two (2) weeks upon occurrence of conditions, which, in the opinion of the Contractor, warrant such an extension with reasons clearly stated and a detailed explanation given as to why the delays are considered to be beyond the Contractor's control.

SECTION IV
RENEWAL OPTION

In the event the Contractor offers in writing three (3) months, prior to the termination of this contract, to provide the identical services required in this contract in the subsequent calendar period and the City agrees that said services are required and that the cost is acceptable, then the City, without additional bidding or negotiation, may, extend this contract at the agreed upon price for an additional five (5) year term.

SECTION V
COMPENSATION

The total amount to be paid by the City to the Contractor is on a per unit fixed price basis for mowing and landscape maintenance services as follows: $_____ per acre – median mowing; $ _____per acre - for retention pond mowing; $_____ per for cul de sac mowing; $ _____ per guardrail mowing; $ _____ per linear foot for edging; and $ _____ per rotation for the Public Works Compound for locations identified on Attachment "A' attached hereto and made a part of this contract, plus a one-time ten-dollar ($10.00) payment for the Indemnification Fee as provided in Section VIII herein.

Invoices for services shall be submitted once a month, by the tenth (10th) day of each month, and payments shall be made in forty five (45) days after invoice unless Contractor has chosen to take advantage of the Purchasing Card Program, which guarantees payment within several days. Payments shall be made net forty five (45) calendar days of receipt of Contractor's valid invoice, provided that the invoice is accompanied by adequate supporting documentation, including any necessary partial release of liens, and is approved by the Project Manager, or their designee, as required under Section XIII of the Contract.

All invoices and correspondence relative to this Contract must contain the City's contract number and Purchase Order number and/or Visa Authorization number.

The Contractor shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work.

After the first twelve (12) months of the Contract, this contract allows for an annual price redetermination based on the U.S. Department of Labor, Bureau of Labor Statistics, and Consumer Price Index – All Urban Consumers - U.S. City Average-Transportation-Gasoline (All Types).

The Contractor must request such an adjustment in writing no later than sixty (60) days prior to the anniversary of the Effective Date, and must include in the written request documentation that the Contractor has incurred bona fide cost increases in providing services under this Contract during the year in which the request is made. The City will not allow contract adjustments, up or down, to exceed five (5%) combined total in any one contract year. Any increase will be effective on the contract anniversary date.

Price Adjustment will be based on the annual index (Un-Adjusted) using the published figures one month prior to the renewal date. The price adjustment will be calculated on the simple percentage method.

The CPI can be found on the web at http://www.bls.gov/cpi/home.htm.

CPI-U Calculation Example

CPI for current period - August 2015	230.379
Less CPI for previous period	226.545
Equals index point change	3.834

Divide by previous period CPI	0.0169
Multiply by 100 equals percentage change	1.69%**

**This would be the increase percentage to the unit price of the contract. If City agrees that said services are required and the negotiated cost is acceptable, then the City may extend this Contract for the additional term.

SECTION VI
WORK CHANGES

The City reserves the right to order changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Additional areas will be added at the contract price per acre for turf mowing and contract price per linear foot for edging all changes will be authorized by a written change order signed by the Director of PMD or her designee as representing the City. Work shall be changed and the contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the contract price resulting in a credit or a charge to the City shall be determined by mutual agreement of the parties.

SECTION VII
CONFORMANCE WITH E-BID

It is understood that the materials and/or work required herein are in accordance with the proposal made by the Consultant pursuant to the E-Bid Specifications on file in the Procurement Management Department of the City. All documents submitted by the Consultant in relation to said proposal, and all documents promulgated by the City for inviting proposals are, by reference, made a part hereof as if set forth herein in full.

SECTION VIII
INDEMNIFICATION/INSURANCE

The Contractor agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the construction contract. As consideration for this indemnity provision the Contractor shall be paid the sum of ten dollars ($10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

The Contractor, including independent contractors and subcontractors utilized, shall on a primary basis and at its sole expense agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage, limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

The parties agree and recognize that it is not the intent of the City of Port St. Lucie that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Port St. Lucie

and the City shall not be obligated to provide any insurance coverage other than for the City of Port St. Lucie or extend its immunity pursuant to Section 768.28, Florida Statutes, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

The Contractor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes. Employers' Liability and must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by Contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability insurance issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement shall be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. No exclusion for mold, silica or respirable dust or bodily injury/property damage arising out of heat, smoke, fumes or hostile fire shall apply. Coverage shall extend to independent contractors and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests' provision as provided under the standard ISO form separation of insurers' clause.

The Contractor shall agree by entering into this Contract to a Waiver of Subrogation for each required policy. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. If contractor independent contractor or subcontractor maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by contractor/independent contractor/subcontractor.

The Contractor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event, the Contractor does not own any automobiles; the Business Auto Liability requirement shall be amended allowing Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary basis.

Except as to Workers' Compensation and Employers' Liability, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured for Commercial General Liability and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents the contract name and number shall listed as additional insured." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Contractor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. All independent contractors and subcontractors utilized in this project must furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

It shall be the responsibility of the Contractor to ensure that all independent contractors and subcontractors comply with the same insurance requirements referenced herein.

All deductible amounts shall be paid for and be the responsibility of the Contractor for any and all claims under this Contract.

The Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form," the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Department reserves the right, but not the obligation, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an AM Best rating of at least A:VII or better. When a self-insured retention or deductible exceeds $5,000, The City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

A failure on the part of the Contractor to execute the Contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

Payment & Performance Bonds: The Contractor shall furnish an acceptable Performance and Payment Bond complying with the statutory requirements set forth in Section 255.05, Florida Statutes, in the amount of 100% of the annual Contract Amount. A fully authorized Surety, licensed by the State of Florida shall execute the Performance and Payment Bond. The Performance and Payment Bond shall remain in full force and effect throughout the life of the Contract.

In lieu of a Bond, an alternative form of security may be submitted in the form of cash, a money order, a certified cashier's check or an Irrevocable Letter of Credit in the amount of five thousand dollars ($5,000.00).

Should the Surety become irresponsible during the time the Contract is in force, the City may require additional and sufficient sureties and the Contractor shall furnish same to the satisfaction of the City within ten (10) days after written notice to do so. In default thereof, the Contract may be suspended as herein provided.

SECTION IV
ACTS OF GOD

The Contractor shall be responsible for all preparation of the site for Acts of God, including but not limited to; earthquake, flood, tropical storm, hurricane or other cataclysmic phenomenon of nature, rain, wind or other natural phenomenon of normal intensity, including extreme rainfall. No reparation shall be made to the Contractor for damages to the Work resulting from these Acts. The City is not responsible for any costs associated with pre or post preparations for any Acts of God.

Emergencies - In the event of emergencies affecting the safety of persons, the work, or property, at the site or adjacent thereto, the Contractor(s), or his designee, without special instruction or authorization from the City, is obligated to act to prevent threatened damage, injury or loss. In the event such actions are taken, the Contractor(s) shall promptly give to the City written notice and contact immediately by phone, of any significant changes in work or deviations from the Contract documents caused thereby, and if such action is deemed appropriate by the City a written authorization signed by the City covering the approved changes and deviations will be issued. Appropriate compensation adjustments will be approved, provided the cause of the emergency was beyond the control of the Contractor.

SECTION X
PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

Subject to the laws of the State of Florida and of the United States, neither Consultant nor any Sub-Consultant, supplier of materials, laborer or other person shall file or maintain any lien for labor or materials delivered in the performance of this Contract against the City. The right to maintain such lien for any or all of the above parties is hereby expressly waived.

SECTION XI
COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All materials furnished and works done are to comply with all federal, state, and local laws and regulations. Contractor will comply with all requirements of 28 C.F.R. § 35.151. Contractors and subcontractors shall comply with § 119.0701, Fla. Stat. (2013). The Contractor and subcontractors are to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

The City of Port St. Lucie is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. CONTRACTOR'S RESPONSIBILITY FOR COMPLIANCE WITH CHAPTER 119, FLORIDA STATUTES. Pursuant to Section 119.0701, F.S.

Contractor agrees to comply with all public records laws, specifically to:

Keep and maintain public records required by the City in order to perform the service;

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/*).

2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.

3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.

5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

Upon request from the City's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the City.

Upon completion of the contract, transfer, at no cost to the City, all public records in possession of the Contractor, or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 871 5157
PRR@cityofpsl.com

SECTION XII
CLEANING UP

Contractor shall, during the performance of this Contract, remove and properly dispose of resulting dirt and debris, and keep the work area reasonably clear. Upon completion of the work, Contractor shall remove all of Contractors' equipment and all excess materials, and put the work area in a neat, clean, sanitary and safe condition.

SECTION XIII
INSPECTION AND CORRECTION OF DEFECTS

In order to determine whether the required material has been delivered or the required work performed in accordance with the terms and conditions of the Contract documents, the Project Manager shall continually make inspections as soon as practicable after receipt from the Contractor of a Notice of Performance or delivery ticket. If such inspection shows that the required material has been delivered and required work performed in accordance with terms and conditions of the Contract documents and that the material and work is entirely satisfactory, the Project Manager shall approve the invoice when it is received. Thereafter the Contractor shall be entitled to payment, as described in Section V. If, on such inspection the Project Manager is not satisfied, he shall as promptly as practicable inform the parties hereto of the specific deficiencies. The Contractor shall be responsible to remedy all deficiencies within twenty four (24) hours after being notified at no additional charge to the City, and otherwise on terms and conditions specified by the Project Manager. Such examination, inspection, or tests made by the Project Manager, shall not relieve Contractor of its responsibility to remedy any deviation, deficiency, or defect.

If site items are not cured within the twenty four (24) hour time period, the Contractor will not be paid fifty percent (50%) of the total site amount. The twenty four (24) hour time to cure excludes recognized holidays and in climate weather.

Authority - The Contractor is hereby informed that City inspectors are not authorized to alter, revoke, enlarge, or relax the provisions of these specifications. They are not authorized to approve or accept any portion of the completed work, or instructions contrary to the specifications. An inspector is placed on the project (or sent to the location of materials) to inspect materials being used in the work and to observe the manner in which the work is being performed and to report the progress of the work to the City. The inspector shall have the authority to reject defective materials or suspend any work that is being improperly done subject to the final decision of the Project Manager, or his designee. The Project Manager, or his designee, shall have the authority to require that work be stopped to allow inspections as he deems appropriate.

Notification - The Contractor(s) shall be responsible to give twenty-four (24) hour notification to the City, when field observations are required.

Defective Work - All work and/or materials not meeting the requirements of these specifications shall be deemed as defective by the City, and all such work and/or material, whether in place or not, shall be removed immediately from the site of the work. All rejected materials that have been corrected shall not be used until the Project Manager, or their designee, has issued written approval to the Contractor. Without unnecessary delay and without any additional cost to the City, all work that has been rejected shall be remedied or removed and replaced in a manner acceptable to the Project Manager, or their designee. If the Contractor fails to promptly remove and properly dispose of rejected materials and/or work then replaces same immediately after being notified to do so, the Project Manager, or their designee, may employ labor to

remove and replace such defective work and/or materials. All charges for replacement of defective materials and/or work shall be charged to the Contractor and may be deducted from any moneys due to the Contractor or his Surety.

Repair or Replacement - Should any defect appear during the warranty period, the Contractor shall, at their own expense, have repaired or replaced such item upon receipt of written notice from the City of said defect. Said repair or replacement must be accomplished within fourteen (14) calendar days after receipt of notification from the City of the defect.

Deductions - In the event the City deems it expedient to perform work which has not been done by the Contractor as required by these Specifications, or to correct work which has been improperly and/or inadequately performed by the Contractor as required in these Specifications, all expenses thus incurred by the City, in the City's option, will be invoiced to the Contractor and/or may be deducted from payments due to the Contractor. Deductions thus made will not excuse the Contractor from other penalties and conditions contained in the Contract.

SECTION XIV
ADDITIONAL REQUIREMENTS

In the event of any conflict between the terms and conditions, appearing on any purchase order issued relative to this Contract, and those contained in this Contract and the Specifications herein referenced, the terms of this Contract and Specifications herein referenced shall apply.

The City shall be listed as an original owner on all manufacturers' warranties, if any, for materials and services.

Implied Warranty of Merchantability – N/A

Warranty and Guarantee - All products furnished by the Bidder(s) shall be supplied with all warranties and guarantees of the manufacturer. All products must be warranted by the Bidder(s) to be free of defects in workmanship and material for a period of not less than three hundred sixty five (365) calendar days; said period to commence upon the date products are accepted by the City and Contractor has received final payment.

Miscellaneous Testing – The Contractor(s) must agree to reimburse the City for any expenditure incurred by the City in the process of testing products supplied by the Contractor if said products prove to be defective and/or in other manners not in compliance with the specifications. Expenditures as defined therein shall include, but not limited to, the replacement value of products destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies.

City's Public Relations Image – The Contractor's personnel shall at all times handle complaints and any public contact with due regard to the City's relationship with the public. Any personnel in the employ of the Contractor involved in the execution of work that is deemed to be conducting him/her self in an unacceptable manner shall be removed from the project at the request of the City Manager.

Dress Code – All personnel in the employ of the Contractor(s) shall be appropriately attired. Employees engaged in the course of work shall wear company uniforms that contain company name and logo. Uniforms shall be neat and clean in appearance and readily identifiable to all City employees and the public. No tee

shirts with obscene pictures or writings will be allowed. Swimsuits, tank tops, shorts and sandals are also prohibited. Safety toed shoes shall be worn at all times.

Patent Fees, Royalties, and Licenses – If the Contractor requires or desires to use any design, trademark, device, material or process covered by letters of patent or copyright, the Contractor and his surety shall indemnify and hold harmless the City from any and all claims for infringement in connection with the work agreed to be performed. The Contractor shall indemnify the City from any cost, expense, royalty or damage which the City may be obligated to pay by reason of any infringement at any time during the prosecution of or after completion of the work.

Cooperative Purchasing Agreement - This contract may be expanded to include other governmental agencies provided a cooperative purchasing agreement exists or an inter-local agreement for joint purchasing exists between the City of Port St. Lucie and other public agencies. Contractor(s) may agree to allow other public agencies the same items at the same terms and conditions as this contract, during the period of time that this contract is in effect. Each political entity will be responsible for execution of its own requirements with the Contractor.

Discrepancies - If, in the course of performing work resulting from an award under this specification, the Contractor finds any discrepancy between the area defined in these specifications and the actual area where work is being performed, the Contractor shall discontinue work on the subject and inform the City of the discrepancy. The Contractor shall thereafter proceed as authorized by the City who will document any modification to these specifications that City has authorized in writing as soon as possible.

Permission to Use - The Contractor(s) shall permit any portion of the new work, which is in suitable condition, to be used by the City for the purpose for which it was intended, provided such use does not hinder or make more expensive the work still to be done by the Contractor(s).

Contractual Relations - The Contractor(s) are advised that nothing contained in the contract or specifications shall create any contractual relations between the City and subcontractors of the Contractor(s).

Labor and Equipment - The Contractor(s) shall utilize experienced help who are thoroughly capable of performing the work assigned to them. The Contractor(s) shall utilize proper equipment in good repair to perform assigned work. Failure on the part of the Contractor(s) to furnish such labor or equipment shall be sufficient cause for annulment of any award resulting from these specifications.

Storage of Equipment - Contractor shall be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on City property without prior written approval of the Project Manager. The Contractor shall also be responsible to insure that all equipment and supplies of the Contractor and their Subcontractor(s) shall not be stored on private property.

Storage and Stockpiling – All storage or stockpiling of tools or material (i.e., lumber, pilings, etc.) shall be limited to uplands. Excess lumber, scrap wood, trash, garbage or other types of debris shall be removed from the project site upon the completion of the work.

Standard Production Items - N/A

Florida Produced Lumber - N/A

Erosion and Sediment Control – The Contractor is responsible for all erosion and sediment control in accordance with all local, State and Federal regulatory agency guidelines.

Water Resources – The Contractor shall not discharge without permit into waters of lakes, rivers, canals, waterways and ditches, any fuel, oils, bitumens, garbage, sewage, or other materials which may be harmful to fish, wildlife, or vegetation, or that may be detrimental to outdoor recreation. The Contractor shall be responsible for investigating and complying with all applicable Federal, State and local laws and regulations governing pollution of waters. All work under this Contract shall be performed in such manner that objectionable conditions will not be created in waters through or adjacent to the project areas.

Native Vegetation – No Native Vegetation shall be removed without written authorization and prior approval of the City.

Sanitary Conditions - The Contractor(s) shall be responsible to provide and maintain in a neat and sanitary condition such accommodations for the use of employees as may be necessary to comply with the regulations of the County Board of Health or other bodies having jurisdiction. Contractor(s) shall commit no public nuisance.

Access to Work - The Contractor(s) shall be responsible to permit the City, its inspectors, and other authorized representatives of the City to have access to all parts of the work, and to all materials intended for use in the work, and to all factories where such materials are manufactured, at all times. The above designated City personnel shall be permitted during said access to remove materials and make such inspections, as they deem necessary. Materials submitted for approval will be inspected and passed upon as promptly as practical as will work in progress. However, failure to reject defective work at the time it is done and/or failure to reject materials shall in no way prevent rejection at any time prior to final acceptance of the work authorized by the City.

Foreman or Superintendent and Workmen - The Contractor(s) shall at all times during progress of the work, have on site a competent foreman or superintendent with authority to act for Contractor and to cooperate with the Project Manager or their designee. The Contractor(s) shall provide competent, careful and reliable workmen engaged on special work, or skilled work, such as concrete bases, pavements, or structures, or in any trade, with sufficient experience in such work to perform it properly and satisfactorily and to operate the equipment involved. Provide workmen that shall make due and proper effort to execute the work in the manner prescribed in the Contract Documents.

It is prohibited as a conflict of interest for a Contractor to subcontract with a consultant to perform Contractor Quality Control when the consultant is under contract with the City to perform work on any project described in the Contractor's contract with the City. Prior to approving a consultant for Contractor Quality Control, the Contractor shall submit to the City a certificate from the proposed consultant certifying that no conflict of interest exists.

Adjustments – N/A

Damages - The Contractor(s) shall be responsible for the charge and care of all work from damage by the elements or from any cause whatsoever until contractor has been paid in full.

No claim for damages or any claim other than for an extension of time shall be made or asserted against the City by reason of any delays. Contractor shall not be entitled to an increase in the Contract Price or payment or compensation of any kind from the City for direct, indirect, consequential, impact or other costs, expenses,

or damages, including but not limited to, costs of accidental or inefficiency, arising because of delay, disruption, interference from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable, or avoidable. Contractor shall be entitled only to extensions of the Contract Time as sole and exclusive remedy for such delays, in accordance with and to the extent specifically provided herein.

Damage to Property – The Contractor shall preserve from damage all property along the line of work, or which is in the vicinity of or is in any way affected by the work, the removal, or destruction of which is not called for by the plans. This applies to public and private property, public and private utilities, trees, shrubs, crops, signs, monuments, fences, guardrail, pipe and underground structures, public highways, etc. Whenever such property is damaged due to the activities of the Contractor, it shall be immediately restored to a condition equal to or better than existing before such damage or injury was done by the Contractor, and at the Contractor's expense. The Contractor's special attention is directed to protection of any geodetic monument, horizontal, vertical or property corner, located within the limits of construction.

National Geodetic Vertical Datum 1929 (NGVD '29) or North American Vertical Datum 1988 (NAVD '88) monuments shall be protected. If in danger of damage, notify:

Geodetic Information Center
6001 Executive Boulevard
Rockville, MD 20852
Attn: Maintenance Center (301) 443-8319

City of Port St. Lucie vertical or horizontal datum shall also be protected. In case of damage or if relocation is needed, notify:

City of Port St. Lucie
Public Works Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099 (772) 871-5175

SECTION XV
ASSIGNMENT

Contractor shall not delegate, assign or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XVI
TERMINATION, DELAYS AND LIQUIDATED DAMAGES

Termination for Breach of Contract - If the Contractor refuses or fails to deliver material as required and/or prosecute the work with such diligence as will insure its completion within the time specified in this Contract, the City by written notice to the Contractor, may terminate Contractor's rights to proceed. Upon such termination, the City may take over the work and prosecute the same to completion, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work. The City may also in event of termination obtain undelivered materials, by Contract or otherwise, and the Contractor and his sureties shall be liable to the City for any additional cost incurred for such material. Contractor and his sureties shall also be liable to the City for liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the City may take possession of and utilize in completing the work such materials, tools, equipment and facilities as may be on the site of the work and necessary therefore.

Liquidated Damages - If material is not provided or work is not completed within the time stipulated in this Contract, including any extensions of time for excusable delays as herein provided, the Contractor shall provide to the City two hundred dollars ($200.00) as fixed, agreed and liquidated damages for each calendar day of delay until the work is completed. The Contractor and his sureties shall be jointly and severally liable to the City for the amount thereof.

Excusable Delays - The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with liquidated damages for any delays in the completion of the work or delivery of materials due to: (1) any acts of the Federal Government, including controls or restrictions or requisitioning of materials, equipment, tools or labor by reason of war, national defense or any other national emergency, (2) any adverse acts of the City, (3) causes not reasonably foreseeable by the parties at the time of the execution of the Contract that are beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of the public enemy, acts of another Contractor in the performance of some other Contract with the City, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions, and (4) any delay of any Subcontractor occasioned by any of the above mentioned causes. However, the Contractor must promptly notify the City in writing within two (2) days of the cause of delay. If, on the basis of the facts and the terms of this Contract, the delay is properly excusable the City shall extend the time for completing the work for a period of time commensurate with the period of excusable delay.

Termination by the City - The City may terminate this Contract with or without cause by giving the Contractor thirty (30) day notice in writing. Upon delivery of said notice and upon expiration of thirty (30) day period, the Contractor shall discontinue all services in connection with the performance of this Contract and shall proceed to cancel promptly all related existing third party Contracts. Termination of the Contract by the City pursuant to this paragraph shall terminate all of the City's obligations hereunder and no charges, penalties or other costs shall be due Contractor except for work timely completed.

Suspension of Work - The City may at any time suspend work on the entire job or any part thereof for such periods as deemed necessary and for whatever cause by giving three (3) calendar days written notice, signed by the City, to the Contractor(s). The Contractor(s) shall resume the work within three (3) calendar days after a written notice to resume work is issued to the Contractor(s) and is signed by the City.

Neither additional compensation nor a time extension will be paid or granted to the Contractor(s) when the operations are suspended for the following reasons:

A. The Contractor(s) fails to comply with the Contract Documents.
B. The Contractor(s) fails to carry out orders given by the Project Manager at the direction of the City.
C. The Contractor(s) causes conditions considered unfavorable for continuing the work
Suspension of operations on City observed Holidays - Unless the Contractor(s) submits in writing ten (10) calendar days on advance of the request and receives written notice by the City, the Contractor(s) shall not work on the following days:

Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day, the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract time will be charged during these holiday periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional compensation for suspension of operations during such holiday periods.

During such suspensions Contractor shall remove all equipment and materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet this requirement.

Authorized Work Suspension - Any adverse weather conditions, obstructions, or other conditions which delay the Contractor in the performance of a contract resulting from these specifications, to such extent that completion of required activities cannot be accomplished within the specified time, shall be punctually reported by the Contractor to the Project Manager or their designee in writing. Failure by the Contractor to render punctual written notice of said problems constitutes default, as time is of the essence.

Work Stoppage - The Project Manager or their designee, shall have the authority to require that work be stopped to allow inspections, as he/she deems appropriate.

SECTION XVII
LICENSING

Contractor warrants that he possesses all licenses and certificates necessary to perform required work and is not in violation of any laws. Contractor warrants that his license and certificates are current and will be maintained throughout the duration of the Contract.

SECTION XVIII
SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property. The safety provisions of all applicable laws and building and construction codes shall be observed.

A majority of the work sites contained in this contract are public thoroughfares. Vehicular traffic exists along the boundaries of most areas to be maintained. The safety and consideration of convenience to the public is of paramount importance in executing the requirements of this contract. The Contractor will not compromise public safety or allow any conditions that will inconvenience the public in the execution of work specified herein.

Maintenance of Traffic (MOT) Training – The Contractor shall be responsible for the proper maintenance, control, and detour of traffic in the area during the mowing. All traffic control and maintenance procedures shall be in accordance with the requirements of the FDOT Design Standards and The Manual on Uniform Traffic Control Devices (MUTCD).

Any and all costs associated, including nighttime operations, with the approved MOT Plans shall be included in the unit price. Any costs associated with MOT will be borne by the contractor and shall not be paid separately by the City. Contractor shall provide verification of MOT training to the City.

Safety Data Sheets (SDS) – The Contractor is required to provide a copy of the Safety Data Sheets (SDS) for all chemicals used in the execution of their work. The SDS must be maintained by the user agency.

Personal Protective Equipment (PPE) - All personnel are required to wear PPE in the process of the work including eye protection, hearing protection, respiratory protection as necessary, gloves, approved safety boots with steel or composite toes, reflective vests and any other PPE as necessary for the work.

Equipment Safety – Equipment used for the work contained in this contract shall be periodically inspected and maintained to ensure proper function and safety. Equipment used to transport litter, trimmings, leaves, garbage, etc. shall be constructed in a manner to prevent such items being misplaced along the roadway.

Vehicle Lighting and Special Equipment - The Contractor shall use amber flashing lights on vehicles and specialized equipment according to the State of Florida Department of Transportation (FDOT) regulations. These lights shall be used only when required in the course of the work and shall not be used when traveling to and from the job site.

Safety Precautions - The Contractor shall erect and maintain all necessary safeguards for the protection of the Contractor's employees and subcontractors, City personnel, and the general public; including, but not limited to, posting danger signs, coned off vehicles, arrow boards and other warnings against hazards as is prudent and/or required by law to protect the public interest. The Contractor's employees shall wear company uniforms, safety vests, safety boots and safety glasses. All damage, injury or loss to persons and/or property caused, directly or indirectly, in whole or in part, by the Contractor's employees, or subcontractor(s), or anyone directly or indirectly employed by said parties shall be remedied by the Contractor(s).

OSHA Compliance - Bidders must agree that the products furnished and application methods will comply with applicable provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

SECTION XIX
LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken to enforce this Contract shall be in St. Lucie County, Florida.

SECTION XX
REIMBURSEMENT FOR INSPECTION

The Contractor agrees to reimburse the City for any expenditures incurred by the City in the process of testing materials supplied by the Contractor against the specifications under which said materials were procured, if said materials prove to be defective, improperly applied, and/or in other manners not in compliance with specifications. Expenditures as defined herein shall include, but not be limited to, the replacement value of materials destroyed in testing, the cost paid by the City to testing laboratories and other entities utilized to provide tests, and the value of labor and materials expended by the City in the process of conducting the testing. Reimbursement of charges as specified herein shall not relieve the Contractor from other remedies provided in the Contract.

SECTION XXI
APPROPRIATION APPROVAL

The Contractor acknowledges that the City of Port Saint Lucie's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the City Council. The Contractor agrees that, in

the event such appropriation is not forthcoming, the City may terminate this Contract and that no charges, penalties or other costs shall be assessed.

SECTION XXII
ENTIRE CONTRACT

The written terms and provisions of this Contract shall supersede all prior verbal statements of any official or other representative of the City. Such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any manner whatsoever, this Contract or Contract documents.

(Balance of page intentionally blank)

IN WITNESS WHEREOF, the parties have executed this contract at Port St. Lucie, Florida, the day and year first above written.

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: DO NOT EXECUTE - SAMPLE ONLY
(Authorized Representative of)

State of: _____

County of: _____

Before me personally appeared: _____
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

_____
Notary Signature

Notary Public State of _____ at Large.

My Commission Expires _____.

(seal)

REFERENCE CHECK FORM

Bidder Instructions: Fill out top portion only.

(Please print or type)

E-Bid# Number: 20160135

Title: **Median, Retention Pond, and Cul de Sac Mowing and Landscape Maintenance Services**

Bidder/Respondent: _____

Reference: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference. Please complete the information below and fax or email within three (3) days to 772-871-7337 or to bleo@cityofpsl.com.

Describe the scope of work of the contract awarded by your firm to this Contractor: _____

_____

_____

Were the services completed on time? _____

Did the services provided meet your requirements? _____

What were/are the project effective dates? _____

Total Value of Contract? _____

What problems were encountered (claims)? _____

How would you rate the contractor on a scale of low (1) to high (10) for the following?

Professionalism _____ Weed Control _____
Qualifications _____ Cooperation _____
Performance _____ Reliability _____
Adherence to Schedule _____

Would you contract with this Contractor again? Yes [ ] No [ ] Maybe [ ]
Comments:

Thank you.

For OMB Use Only	
Reference Checked	
Clerk Checked	

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that _____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 Florida Statutes or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

_____
Bidder's Signature

_____
Date:

VENDOR CODE OF ETHICS

"A City for All Ages"

The City of Port St Lucie ("City), through its Procurement Management Department ("Procurement Management Department") is committed to a procurement process that fosters fair and open competition, is conducted under the highest ethical standards and enjoys the complete confidence of the public. To achieve these purposes, Procurement Management Department requires each vendor who seeks to do business with the City to subscribe to this Vendor Code of Ethics.

- A Vendor's bid or proposal will be competitive, consistent and appropriate to the bid documents.
- A Vendor will not discuss or consult with other Vendors intending to bid on the same contract or similar City contract for the purpose of limiting competition. A Vendor will not make any attempt to induce any individual or entity to submit or not submit a bid or proposal.
- Vendor will not disclose the terms of its bids or proposal, directly or indirectly, to any other competing Vendor prior to the bid or proposal closing date.
- Vendor will completely perform any contract awarded to it at the contracted price pursuant to the terms set forth in the contract.
- Vendor will submit timely, accurate and appropriate invoices for goods and/or services actually performed under the contract.
- Vendor will not offer or give any gift, item or service of value, directly or indirectly, to a City employee, City official, employee family member or other vendor contracted by the City.
- Vendor will not cause, influence or attempt to cause or influence, any City employee or City Official, which might tend to impair his/her objectivity or independence of judgment; or to use, or attempt to use, his/her official position to secure any unwarranted privileges or advantages for that Vendor or for any other person.
- Vendor will disclose to the City any direct or indirect personal interests a City employee or City official holds as it relates to a Vendor contracted by the City.
- Vendors must comply with all applicable laws, codes or regulations of the countries, states and localities in which they operate. This includes, but is not limited to, laws and regulations relating to environmental, occupational health and safety, and labor practices. In addition, Vendors must require their suppliers (including temporary labor agencies) to do the same. Vendors must conform their practices to any published standards for their industry. Compliance with laws, regulations and practices include, but are not limited to the following:
  - Obtaining and maintaining all required environmental permits. Further, Vendor will endeavor to minimize natural resource consumption through conservation, recycling and substitution methods.
  - Providing workers with a safe working environment, which includes identifying and evaluating workplace risks and establishing processes for which employee can report health and safety incidents, as well as providing adequate safety training.
  - Providing workers with an environment free of discrimination, harassment and abuse, which includes establishing a written antidiscrimination and anti-bullying/harassment policy, as well as clearly noticed policies pertaining to forced labor, child labor, wage and hours, and freedom of association.

Name of Organization/Bidder _____

Signature

_____

Printed Name and Title

_____

Date _____

DISCLAIMER: This Code of Ethics is intended as a reference and procedural guide to vendors. The information it contains should not be interpreted to supersede any law or regulation, nor does it supersede the applicable vendor contract. In the case of any discrepancies between it and the law, regulation(s) and/or vendor contract, the law, regulatory provision(s) and/or vendor contract shall prevail.

CHECKLIST

E-BID #20160135

Median and Retention Pond Mowing and Landscape Maintenance Services - Central and Eastern Port St. Lucie Areas

This checklist is provided to assist Bidders in the preparation of their bid response. Included in this checklist are important requirements that are the responsibility of each Bidder to submit with their response in order to make their bid response fully compliant. This checklist is only a guideline -- it is the responsibility of each Bidder to read and comply with the Request for Proposal in its entirety.

Only electronic replies are required. No hard copies will be accepted. All submittals should be in two (2) electronic files submitted in the order as per below.

Electronic File #1

_____ E-Bid Reply Sheet included in file

_____ Each Bid Addendum (when issued) is acknowledged on the Questionnaire

_____ Completed Questionnaire included in file

_____ Copy of current Insurance Certificate included in file

_____ Drug-Free Workplace form included in file

_____ Copy of License to do business included in file

_____ Copy of MOT Training verification in file

_____ Equipment list included in electronic file as per item 5.6 of E-Bid Reply sheet

_____ Required W-9 included in file

_____ Copy of $500.00 Bid Bond included in file & mailed to City immediately after opening

_____ Vendor Code of Ethics signed and included in file uploaded to Demandstar

_____ Copy of the Checklist uploaded to Demandstar

_____ Have reviewed the Contract and accept all City Terms and Conditions

Electronic File #2

_____ Completed E-Bid Excel Reply Spreadsheet

_____ After review of uploaded electronic file on DemandStar by Onvia web site selected the "Submit" button at bottom of page.

THIS FORM SHOULD BE RETURNED WITH YOUR E-BID DOCUMENTS

ADDENDUM # 2
E-Bid #20160135
Addendum Date: 11/14/16
Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie

Note: The Bid opening date and time shall be November 16, 2016 @ 4:00:00 P.M.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her Bid or proposal to be accepted.

ADDENDUM # 1
E-Bid #20160135
Addendum Date: 11/10/16
Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie

1. The following are all questions, with the applicable answers, that have been submitted as of November 10, 2016:

   Question 1: What is the budget amount allocated for this bid?

   Answer: The estimated budgeted amount for this bid is $360,000 annually.

Note: The Bid opening date and time HAS NOT changed.

Instructions to Bidder:

Each bidder must acknowledge receipt of any addenda on the Bid Reply Sheet in order to have his/her Bid or proposal to be accepted.

E-Bid #20160135

Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services

Central and Eastern Port St. Lucie

Company Name:

Line #	MOWING	Acres	Annual Frequency	Rate per Acre*	Total Annual Cost
1	**Median Mowing - Central and Eastern Port St. Lucie - total estimate acreage**	**145**	**36**	**$0.00**	**$0.00**
a	*PSL Blvd (Darwin to US1-Median and ROW)/Tnpk Bridge*	*22.5*			
b	*Darwin*	*1.5*			
c	*Tulip*	*0.5*			
d	*Floresta Drive-Elcam bridge, all 4 sides*	*4.5*			
e	*Lakehurst Drive-Airoso Blvd. to Prineville St. - median*	*0.5*			
f	*St. James Drive*	*0.5*			
g	*Selvitz Road/Manville Drive*	*14.5*			
h	*Landale Blvd*	*0.5*			
i	*Bayshore Blvd. (ROW & Median mowing)PSL Blvd to Prima Vista, including sidewalks*	*4.5*			
j	*Prima Vista Blvd. - Median and Right of Way. Airoso Blvd. to Bayshore Blvd., including sidewalks & ponds*	*6.25*			
k	*Airoso Blvd.- Median and Right of Way - PSL Blvd to St. James, includingsidewalks and ponds*	*15.75*			
l	*Southbend Blvd.- Newspaper site & traffic circle improvements*	*3.25*	**Location and estimated sizes are for informational purposes only. The total number of acres is listed on line 1.**		
m	*Sandia- Lakehurst to Crosspoint*	*0.25*			
n	*Earl Blvd. & Melaleuca Blvd. canal fronts*	*0.25*			
o	*Tiffany Ave. & Hillmoor Drive*	*1.5*			
p	*Lyngate @ Morningside Blvd.*	*1*			
q	*Tiffany/Blackwell Pump Stations-Separate Bldgs, entire sites*	*3*			
r	*Tiffany ROW - North and South*	*2.75*			
s	*Lennard (North)*	*1.5*			
t	*US 1-Hoffman Rd to Westmoreland-Median Only*	*7.5*			
u	*Veterans Parkway-PSL Blvd to US1, include ROW*	*29.5*			
v	*Lennard (South) Median and ROW*	*1*			
w	*Westmoreland-PSL Blvd. to Bakersfieldand select ROW*	*8.75*			
x	*Pine Valley-Saints Golf Course to Club Med*	*3.5*			
y	*Monte Vista*	*0.25*			
z	*Bakersfield Entry*	*0.5*			
aa	*Village Green-US1 to Tiffany/sidewalk & trees along lake*	*5.75*			
bb	*Drainage Right of Ways - Citywide*	*3.25*			
2	**Central/Eastern PSL Retention Ponds - mowing**	**28**	**36**	**0.00**	**0.00**
a	*Longhorn*	*2*			
b	*Dwight*	*2*			
c	*Westmoreland*	*2*			

d	*Floresta*	*1.5*	**Locations and estimated sizes are for informational purposes only. The total number of acres for retention pond mowing is listed on line 2.**
e	*Prima Vista*	*2*	
f	*Airoso*	*4*	
g	*Sea Fury*	*1*	
h	*Essex Drive*	*2*	
i	*Morningside*	*9*	
j	*Delano*	*1*	
k	*Degan*	*2*	
l	*Port St. Lucie Blvd (Darwin to US1)*	*4.5*	
m	*Bayshore and St. Lucie West Blvd.*	*2*	

	Description	Quantity	Annual Frequency	Unit Price	Total Annual Cost
3	**Citywide Cul de Sacs**	59	24	$0.00	$0.00
4	**Guardrails**	5	24	$0.00	$0.00

	Description	Linear Ft.	Annual Frequency	Unit Price	Total Annnual Cost
5	**EDGING - Estimated Total (price per Linear Foot)**	370,284	16	$0.00	$0.00

	Description	Quantity	Annual Frequency	Unit Price	Total Annual Cost
6	**Public Works Complex and Park n' Ride - 5 acres total. All required mowing and landscape maintenance services included in the unit price.**	1	12	$0.00	$0.00
7	**TOTAL ANNUAL COST FOR ALL SERVICES**				**$0.00**

NOTES:

1. All prices shall include MOT, if required, and annual pruning of all landscape grasses.
2. Unit prices can only go to 2 decimals. Example: $5.2555 is unacceptable - $5.25 is acceptable.

E-Bid Opening
E-Bid # 20160135
Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services
Central and Eastern Port St. Lucie
November 16, 2016 4:00 p.m.

	Name (Please PRINT legibly)	Agency	E-Mail Address	Telephone # & FAX #
1.	Brenda Leo	City of Port St Lucie PMD	bleo@cityofpsl.com	T 772-871-5222
				F
2.	Beth Farrara	STS Maintain Services	bethfarrara2010 @ yahoo.com	T 772-473-8154
				F
3.	John Palumacher	Coast to Coast	~~John Palumacher~~ C2C.pestcontrol@gmail	T 772-633-1770
				F
4.	Scott Ferry	Ferry Ent.		T 772-341-4416
			by phone	F
5.				T
				F
6.				T
				F
7.				T
				F

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List

Bid Details

Bid Information

EDIT

Agency	City of Port St. Lucie, Procurement Management Department
Bid Type	Sealed Electronic Bid
Bid Number	EBID-20160135-0-2016/BLL
Fiscal Year	2016
Bid Writer	Brenda Leo
Bid Name	Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services Central and Eastern Port St. Lucie
Bid Status	Active
Bid Status Text	None
Due Date/Time	11/14/2016 2:00 PM Eastern
Broadcast Date	10/22/2016
Bid Bond	500.00
Project Estimated Budget	
Plan (blueprint) Distribution Options	None
Distribution Method	Download and Mail
Distributed By	Onvia DemandStar
Distribution Notes	None

Scope of Work

The selected Bidder shall provide all labor, supervision, equipment, machinery, tools, materials, transportation, insurance, and all other incidentals necessary to provide and perform grass mowing and maintenance services for median, retention pond, and cul de sac mowing and landscape services; including, but not limited to, mowing, trimming, weed removal, edging and debris removal in accordance with the Monthly Schedule issued by the Project Manager, or their designee. Specific scope of work requirements are outlined in Section II of the Sample Contract contained in the bid specifications.

This E-Bid is the last of five (5) that the City will be issuing for identical Median Mowing and Landscape Maintenance Services in other areas of the City. Services for the cul de sac locations were previously bid (E-Bid #20160109) and the City is adding those locations to this E-Bid to determine if including them with additional services in the same general area will reduce the cost to the City. It is the intent of the City to award each of the mowing and grounds maintenance contracts to different Contractors with no one (1) Contractor being awarded more than one (1) mowing and grounds maintenance contract.

The City has an estimated 173 acres of median mowing and landscape maintenance, 59 cul de sacs and 5 guardrails, approximately 362,000 linear feet of edging and mowing and landscape maintenance services for the Public Works Compound required for this contract. The Project Manager shall provide a list of edging locations and linear feet prior to execution of contract. The bidder will be required to maintain additional sites as growth continues throughout the City.

Median Mowing and Landscape Maintenance Services for Central and Eastern Port St. Lucie Areas rotation shall be thirty six (36) times annually. Mowing and Landscape Maintenance Services for Citywide Cul de Sacs and Guardrails shall be performed twenty four (24) times annually. Edging rotations shall be sixteen (16) times annually. Mowing and Landscape Maintenance Services for the Public Works Compound shall be twelve (12) times annually.

The City reserves the right to modify the level of service due to environmental conditions, funding availability

and/or the deman om the public.

E-Bidding Yes

E-Bidding

EDIT

View Supplier Info on Tabulation Sheet prior to bid opening: Yes

Required Documents:
1. Bid Reply
2. Checklist
3. Subcontractor List
4. Company Background
5. Current Workload, List of Projects and Completion Dates
6. Questionnaire
7. Equipment List
8. Drug Free Workplace Form
9. Current Certificate of Insurance
10. License/Certification to do Described Work
11. Reference Check Form
12. E-Bid Reply Excel Spreadsheet
13. E-Bid Bond
14. Vendor Code of Ethics
15. W-9 form

Legal Ad

VIEW

Please select either the View or Edit button to manage legal ad.

Pre-Bid Conference

Publications

No Publications Data Found

Documents

EDIT

Bid Package:
20160135-Attachment A - E-Bid Excel Reply Sheet (Complete)
20160135-Attachment B-Cul de Sac and Guardrail Locations List (2 Pages, Complete)
20160135-Attachment C-Mowing Location Maps (3 Pages, Complete)
20160135-Attachment D-Cul de Sac Location Maps (3 Pages, Complete)
20160135-Bid Specifications (Complete)

Commodity Codes

022-988-36 - Grounds and Roadside Maintenance: Mowing, Edging, Plant, Not Tree Trimming, etc.
022-988-75 - Roadside Maintenance Services, Including Mowing, etc. (Inactive, please see commodity code 988-36 effective January 1, 2016)

Statistics

Planholders	There are 9 planholders for this bid
Broadcast List	192 suppliers have been notified
Supplemental Suppliers	4 Supplemental Suppliers
Filtered	No
Post-Bid Viewers	0 viewer(s)

<< Return

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User: Leo, Brenda Organization: City of Port St. Lucie, Procurement Management Department Logout | Help

DEMANDSTAR by ONVIA

My DemandStar Buyers Account Info

Log Bid [View Bids] Log Quote View Quotes Supplier Search Build Broadcast List

Tabulation Sheet

Agency Name	City of Port St. Lucie, Procurement Management Department
Bid Number	EBID-20160135-0-2016/BLL
Bid Name	Median, Retention Pond and Cul de Sac Mowing and Landscape Maintenance Services Central and Eastern Port St. Lucie
Bid Due Date	11/16/2016 4:00:00 PM Eastern time
Bid Opening	**Closed**

5 total responses found.

✓ online, offline, • not submitting, not received

	Company Δ	Responded	Address	Bid Amt	Alt Bid Amt	Documents	Sent	Notes	Actions
Complete									
1.	Coast to Coast Pest Control	11/16/2016 11:06:48 AM	815 10th Court SW Vero Beach, FL 32965	$245,161.44		Bid Reply	✓		Details, Documents, History
						Checklist	✓		
						Subcontractor List	•		
						Company Background	✓		
						Current Workload, List of Projects and Completion Dates	•		
						Questionnaire	✓		
						Equipment List	✓		
						Drug Free Workplace Form	✓		
						Current Certificate of Insurance	✓		
						License/Certification to do Described Work	✓		
						Reference Check Form	✓		
						E-Bid Reply Excel Spreadsheet	✓		
						E-Bid Bond	✓		
						Vendor Code of Ethics	✓		
						W-9 form	✓		
2.	DGC Environmental Services, Inc.	11/16/2016 3:44:23 PM	853 S Kings Highway Fort Pierce, FL 34945	$384,483.07		Bid Reply	✓		Details, Documents, History
						Checklist	✓		
						Subcontractor List			
						Company Background	✓		
						Current Workload, List of Projects and Completion Dates			
						Questionnaire	✓		
						Equipment List	✓		
						Drug Free Workplace Form	✓		
						Current Certificate of Insurance	✓		
						License/Certification to do Described Work	✓		
						Reference Check Form			
						E-Bid Reply Excel Spreadsheet	✓		
						E-Bid Bond	✓		
						Vendor Code of Ethics	✓		
						W-9 form	✓		
3.	Integrity Lawns, LLC.	11/16/2016 9:52:46 AM	PO Box 69 Okeechobee, FL 34973	$340,459.25		Bid Reply	✓		Details, Documents, History
						Checklist	✓		
						Subcontractor List	✓		
						Company Background	✓		
						Current Workload, List of Projects and Completion Dates	✓		
						Questionnaire	✓		
						Equipment List	✓		
						Drug Free Workplace Form	✓		
						Current Certificate of Insurance	✓		
						License/Certification to do Described Work	✓		
						Reference Check Form	✓		
						E-Bid Reply Excel Spreadsheet	✓		
						E-Bid Bond	✓		
						Vendor Code of Ethics	✓		
						W-9 form	✓		

4.	STS MAINTAIN SERVICES, INC.	11/15/2016 12:46:00 PM	2061 SW Racquet Club Drive Palm City, FL 34990	$297,607.44		Bid Reply Checklist Subcontractor List Company Background Current Workload, List of Projects and Completion Dates Questionnaire Equipment List Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work Reference Check Form E-Bid Reply Excel Spreadsheet E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History
5.	Sunshine Land Design Inc.	11/16/2016 2:19:17 PM	3291 SE Lionel Terrace Stuart, FL 34997	$569,173.44		Bid Reply Checklist Subcontractor List Company Background Current Workload, List of Projects and Completion Dates Questionnaire Equipment List Drug Free Workplace Form Current Certificate of Insurance License/Certification to do Described Work Reference Check Form E-Bid Reply Excel Spreadsheet E-Bid Bond Vendor Code of Ethics W-9 form	✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓ ✓		Details, Documents, History

<< Return

Manage Bid Tabulation

Planholder Responses

When adding a manual response, you can select a vendor off the Planholders List or add a new vendor.

(Select a Planholder) Add a Planholder Edit Planholders...

Publish Tabulation Sheet

Once you have reviewed the tabulation sheet details, you may create a downloadable PDF version.

Include Non-Compliant Supplier details

Publish as PDF Bid Documents...

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COUNCIL ITEM 13 Pt 1
DATE 11/28/16

Resolution 14-R 111
Approved 7/14/14

CITY OF PORT ST. LUCIE
RULES OF COUNCIL

SECTION 1. DECLARATION OF PUBLIC POLICY. It is the intent of these rules that the deliberations and actions of the Council be conducted and taken openly in order that the citizens may be fully informed, it being the finding of the Council that the citizens must be fully informed if they are to be intelligently advised as to the conduct of public business by the Council.

SECTION 2. DEFINITIONS. For the purpose of these rules, the following definitions shall prevail:

(a) A "meeting" is a gathering of a quorum of the membership of the Council for the purpose of receiving information relating to public business, or for discussion of public business, or for final action upon public business.

(b) A "regular meeting" is a meeting held pursuant to a schedule of such meetings as approved by the Council to enact ordinances and resolutions, conduct public hearings and otherwise discuss and act upon matters of public interest.

(c) A "special meeting" is a meeting held on the call of the Mayor or upon the request of a Councilmember to the City Manager with the concurrence of a majority of the members of the Council which shall be ascertained by the City Manager. A "special meeting" is held for the purpose of addressing matters requiring the immediate attention of the Council or for the purpose of addressing matters which the Council has determined are best addressed at a special meeting. When a special meeting is called, the Mayor or members of the Council shall specifically state the purpose of the meeting and the Council shall address only those matters for which the meeting was called.

(d) A "Workshop Meeting" is a meeting held for the study and discussion of affairs of the City. Workshop meetings will be held pursuant to a schedule of such meetings as approved by the Council. No formal or binding action may be taken at these meetings other than to direct further consideration at a regular meeting.

(e) The "Council" shall refer to the City Council of the City of Port St. Lucie.

(f) "Councilman (Councilmen), Councilwoman (Councilwomen) and Councilmember(s)" shall refer to the Mayor and members of the City Council of the City of Port St. Lucie.

SECTION 3. MEETINGS.

(a) Location. All meetings of the Council shall be held in city hall, unless the Council indicates another location, and shall be open to the public as required by law.

(b) Regular Meetings. The Council shall hold regular monthly meetings on the second and fourth Monday night of each month beginning with the second Monday in January of each year. Unless otherwise noticed, regular meetings shall commence at 7:00 p.m. When the day fixed for regular meetings falls on a day designated by law as a legal holiday, the meeting shall be held on the Tuesday following that Monday holiday or as otherwise designated by the Council.

(c) Public Notice. The Council shall give public notice of the schedule of meetings and shall state the dates, times and places for such meetings. Public notice of any special meeting or of any reconvened meeting shall be given before such meeting. Public notice shall be given by posting a copy of the notice at City Hall. The City shall supply copies of the notices of its meetings to any local newspaper of general circulation, or any local radio or television station that has filed an annual request with the City Clerk for such notice.

SECTION 4. MINUTES, AGENDAS AND REPORTS.

(a) Minutes identifying all matters coming before the Council and setting forth the action, if any, thereof, shall be promptly recorded and transcribed by the City Clerk and such records shall be open to public inspection.

(b) At the direction of the City Manager, the City Clerk shall prepare an agenda for all regular and special meetings. The agendas for all meetings will be prepared and made available to the public, the press and to each Councilmember on the Wednesday preceding each regular meeting providing, however, that when Council meeting dates have been changed due to holidays, or otherwise, the preparation and distribution of the agenda shall be adjusted accordingly. A copy of the agenda shall be posted at the entrance to the meeting room or place prior to the commencement of such meeting.

SECTION 5. PRESIDING OFFICER. The Mayor shall preside at all meetings, if present, and if absent, the Vice-Mayor, and in his absence the Mayor Pro Tem of the Council shall preside.

SECTION 6. ORDER OF BUSINESS. All meetings of the Council shall be open to the public promptly at the hour set on the date of each meeting. The members of the Council, City Manager, City Clerk, and City Attorney shall take their regular stations and the business of the Council shall be taken up for consideration and disposition in substantially the following order:

(a) Meeting called to order.

(b) Roll call.

(c) Invocation.

(d) Pledge of Allegiance.

(e) Proclamations and special presentations.

(f) Public to be Heard. ~~(Agenda items only)~~

(g) Additions or deletions to agenda and approval of agenda.

(h) Approval of consent agenda.

(i) Second reading, public hearing of ordinances.

(j) Other public hearings.

(k) First reading of ordinances.

(l) Resolutions.

(m) Unfinished business.

(n) New business.

(o) Determination of excused absences.

(p) City Manager's Report.

(q) Councilmembers report on committee assignments.

(r) Public to be heard (if necessary as determined by City Council at conclusion of Public to be Heard).

(s) Adjourn.

The above form the headings for the agenda for regular meetings. Staff and Council members desiring to have a particular subject matter placed upon the agenda may make a request therefor to the City Manager. Members of the public must have a Councilmember or the Mayor agree to sponsor their request before submission to the City Manager. All requests shall be accompanied by any information or documentation supporting the subject matter of the request and shall indicate the approximate length of time required for any presentation to the Council. Except in unusual circumstances, no item shall be placed on the meeting agenda until the subject has been referred for comment to whatever department, advisory board or combination of them that has an

interest in the subject matter. Any such request shall be promptly considered and placed upon the agenda without undue delay.

SECTION 7. PREPARATION OF ORDINANCES, RESOLUTIONS.

(a) No ordinance shall be prepared for presentation to the Council unless directed by a majority of the Council, requested by the City Manager, or prepared by the City Attorney on ~~his~~ her own initiative, unless otherwise provided by ordinance or by the City Charter.

(b) All ordinances and resolutions shall, before presentation to the Council, have been approved as to form by the City Attorney, or ~~his~~ her authorized representative. All those instruments shall first be referred to the head of the department under whose jurisdiction the administration of the subject matter of the ordinance or resolution would be involved and shall be approved by the department head. If approval is not given, then the instrument shall be returned to the City Manager with a written memorandum of the reasons why approval is withheld. In the event the questioned instrument is not redrafted to meet a department head objection or the objection is not withdrawn and approval in writing given, then the City Manager shall so advise the Council and give the reasons advanced by the department head for withholding approval.

SECTION 8. VOTING. When a motion that is in order has been made and seconded, the Mayor formally places it before the Council by having the Clerk read the exact motion into the record. Thereafter the motion is open to debate.

Voting on all motions, resolutions and ordinances, except adjournment, shall be by "yes" and "no" upon call of the roll of members by districts. Any comments by Councilmembers as to the subject matter of a motion should be made during the debate thereon rather than at the time the Councilmember's vote is cast so that other members of

the Council may have the benefit of those comments during the debate and before their vote is cast. The call of the roll shall be rotated as items come up for vote.

SECTION 9. CONDUCT OF MEETING.

(a) The presiding officer shall preserve order and decorum at all meetings.

(b) When considering matters noticed for a public hearing, the applicable ordinances or resolution shall first be read by its title only. The presiding officer shall declare the public hearing open and receive comments from the public.

(c) During Council meetings, Councilmembers shall maintain order and decorum. Every Councilmember desiring to speak shall address the chair and, upon recognition by the chair, shall confine himself to the question under debate. Each Councilmember desiring to speak shall be recognized once before a Councilmember shall be recognized a second time. Every Councilmember desiring to question the administrative staff shall address his question to the City Manager or attending Department representative. During Council discussion, Councilmembers may also, with leave of the presiding officer, direct questions to others in attendance at the Council meeting. A Councilmember once recognized shall not be interrupted while speaking unless called to order by the presiding officer, unless a point of order is raised by another member, or unless the speaker chooses to yield to questions of another member.

(d) City staff and citizens must be recognized by the Mayor before speaking or asking questions. The purpose of this requirement is so that there is order and so that the recording equipment will properly record all comments made by individuals wishing to comment on a specific subject.

(e) All comments must be made from the podium which is located at the front of the City Council Chambers or by other reasonable accommodations and shall address the

subject of the agenda item. Individuals that appear before the City Council are required to state their name and their address for the public record. The purpose of this requirement is so that they are properly reflected in the Council minutes and are available for future reference.

(f) In order to address the Council regarding an agenda item citizens are required to complete a public participation card indicating the agenda item(s) they wish to address. Public comments will be limited to three (3) minutes per person so that all may be heard on the matter and the presiding officer, or his designee, shall in such instances monitor the timing and give the speaker a thirty (30) second notice prior to the expiration of the time allotted. The presiding officer may, at his discretion, or at the direction of a majority of the Council, extend the time allowed for an individual to speak or to allow a speaker a single opportunity to rebut comments made by another speaker. Any such rebuttal shall be limited to three (3) minutes. After receiving public comments as provided herein, the public hearing shall be closed and all further discussion on the matter shall be limited to members of the Council. One participant's allotted time for addressing the Council may not be donated to another participant.

(g) Those persons wanting to express his or her opinion on an agenda item noticed for public hearing without addressing the Council may do so on the appropriate color-coded participation card which the City Clerk shall make available, and when completed and returned to the City Clerk shall be made part of the public record of the proceedings. Individuals may express on the card that they are "FOR", "AGAINST", or "UNDECIDED" regarding the agenda item they reference on the card.

(h) As the Council considers agenda items, other than items noticed for public hearing, the presiding officer shall accept comments from those who have presented public

participation cards to the clerk at the commencement of the meeting and may, at his discretion, or at the direction of a majority of the Council, accept comments from those in attendance.

(i) The Council shall follow the order of business as established by the agenda for that meeting; however, in the event a Council meeting continues past the hour of 11:00 o'clock p.m. it shall be the policy of the Council to complete, if possible, the item then under consideration and thereafter table all other agenda items scheduled for that meeting to a meeting to be scheduled by the City Council for the purpose of completing those agenda items or, if the Council is unable to convene such a meeting, then the Council shall table the remaining agenda items to the next immediately available Council meeting.

(j) The Council may reconsider an item, that is, bring back for further consideration, a motion which has already been voted on. To provide usefulness, and protection against abuse, the motion to reconsider can only be made by a Councilmember who voted on the prevailing side of the original motion.

SECTION 10. PUBLIC PARTICIPATION.

Avenues for Citizens to Participate in Decision Making Process:

(i) Public to be Heard
(ii) Submission of Petitions
(iii) Citizen Agenda Items
(iv) Public Hearings
(v) Regular Agenda Items
(vi) City Council Discussion items

(a) Public to be Heard

~~(i) The Council recognizes that some citizens wanting to comment on agenda items may not be able to stay throughout the meeting. Therefore, the Council allocates 30 minutes at the beginning of each City Council meeting for citizens who wish to~~

~~appear before the City Council to and comment on any agenda item for that meeting. The Mayor will divide the time equally between all who have signed up to speak; but in no case may a citizen speak longer than three (3) minutes. Citizens addressing an agenda item at this time will not be recognized when that agenda item is later called during the meeting.~~

(ii)(i) The City Council also allocates thirty (30) minutes at the ~~end~~ beginning of each Council meeting for citizens who wish to appear before the City Council to make a request of the City Council, voice a complaint or concern, express an opinion or for some other type of recognition but in no case may a citizen speak longer than (3) minutes. If an item brought forward under Public to be Heard requires a longer presentation by the citizen or will require staff research or materials, the item may be scheduled by the Mayor for a future City Council meeting as an Agenda item. Citizens who signed up to address the City Council but were unable to do so because of the expiration of the thirty (30) minute limitation will be given an opportunity to address the City Council at the conclusion of the regular Council business agenda.

(ii) During this item, citizens will not be permitted to address matters that are on the agenda for the regular portion of the meeting.

(iii) In order to address the Council on an agenda item, other than a Public hearing or to speak during Public to be Heard, the appropriate color-coded participation card must be completed prior to the beginning of the City Council meeting and given to the City Clerk. The City Clerk will be responsible for making sure that cards are located outside the City Council Chambers 30 minutes prior to the Council meeting. Citizens can also pick up cards during business hours prior to a City Council meeting at the City Clerk's office. The City Clerk, or a person designated by the City Clerk, will be responsible for assisting individuals in completing the card and presenting the cards to the Mayor prior to convening

the City Council meeting.

(iv) During the Public to be Heard portion of the Council meeting, no dialogue will occur between Council members and the public. Council members may comment at the close of this item.

(b) Submission of Petitions to the City Council

(i) When submitting petitions to the City Council, the petition should state clearly its purpose. The person presenting the petition must provide it to the Mayor at the beginning of the presentation and state a brief overview of its purpose. If not submitted on an item already on the agenda, the City Council will accept the petition and may schedule the item for discussion on the next available agenda.

(ii) When petitions are received by the City by mail, a copy of the petition will be presented to the City Council and it will be placed on the next available City Council Meeting for discussion by the City Council.

(c) Citizen Agenda Items

(i) Agenda items proposed by citizens may be placed on the City Council Agenda under two (2) circumstances:

(A) An item brought before the City Council during Public to be Heard and is unable to be presented within the three (3) minute time frame or needs additional research or materials so that the City Council can properly respond, may be rescheduled by the Mayor for a future City Council meeting as an Agenda item.

(B) A citizen may request in writing to appear on the City Council Agenda and file such request with the City Clerk's office a minimum of two (2) weeks in advance of the City Council meeting. The letter shall state the nature of the request and ask that the item be placed on an upcoming City Council Agenda. A copy of the letter will

be provided to the City Council on the day that it is received by Clerk's Office, but no action will be taken by the Clerk until said copy is endorsed or sponsored by at least one (1) council member or the Mayor. Thereafter, a copy of the letter will be provided to the proper City department so that research can be conducted and information provided to the City Council.

(ii) Agenda items are to be considered like all other items on the City Council Agenda. The format for consideration will be as follows:

- Presentation by the individual asking to address the City Council
- Questions of the individual by the City Council
- Presentation by City staff, if necessary
- Questions of the City staff by the City Council
- Public comment
- Discussion by the City Council
- Motion and vote on the item, if necessary

(d) Public Hearings

Public Hearings are formal, legally-noticed hearings which the City Council conducts pursuant to State or Federal law. Some Public Hearings are advertised hearings for specific items scheduled on the City Council Agenda. Some hearings are quasi-judicial, while others are legislative in nature. Some public hearings have specific formats that must be followed and are established by law. All Second Readings of Ordinances are conducted as formal public hearings as a normal agenda item. In those cases, the Mayor will announce that this is a public hearing.

The applicant may have as much time as necessary to make the presentation before the City Council. City staff may have as much time as necessary to make a presentation on the subject before the City Council. As with all agenda items, persons wishing to address the issue should have completed an appropriate participation card prior to the beginning of the meeting.

The order of a Public Hearing will be as follows:

- Presentation by City staff
- Questions of the City staff by the City Council
- Presentation by the applicant, if applicable
- Questions of the applicant by the City Council, if applicable
- Public comments
- Questions of citizens by the City Council or applicant
- Final Comments by applicant, if applicable
- Discussion by the City Council (City Council members may request additional information from both the applicant and staff during this phase of discussion)
- Decision by the City Council

(e) Regular Agenda Items

The City Council provides an avenue for citizens to address all other agenda items. This allows citizens to speak in favor of, in opposition to, or ask questions about a normal agenda item. If the item is on Consent Agenda, the City Council may withdraw the item from the Consent Agenda. If the item is on Consent Agenda, the citizen will need to complete the appropriate color-coded participation card and give the card to the City Clerk prior to the beginning of the meeting. The Mayor will inform the City Council that a citizen has requested that an item be removed from the Consent Agenda. If the City Council desires to remove the item from the Consent Agenda, the City Council will need to remove the item for discussion purposes. If the item is removed from the Consent Agenda, the citizen is allowed to address the item. When an item is removed from the Consent Agenda, citizens will be allowed three (3) minutes to comment or ask questions about the item. If the citizen's questions cannot be answered quickly, the City Council may table the item and schedule it as a regular City Council Agenda item, or may take final action on the item.

If the item is on the non-Consent Agenda portion of the Agenda, citizens will be given up to three (3) minutes to comment or ask questions about the agenda item. The

Mayor must recognize all who wish to speak and have signed participation cards.

The order of consideration of an agenda item that has been removed from the consent agenda and all other regular agenda items will be the same as a regular public hearing item, above.

(f) City Council Reports and Comments

The City Council has scheduled an item where the Council reports on the various committees and groups on which they represent the City, and to make comments in general.

(g) Documents

All documents submitted to the City Council become public records when given to the City Council for their consideration and shall be maintained by the City Clerk in accordance with the public records law.

SECTION 11. DECORUM. The presiding officer shall preserve strict order and decorum at all meetings.

(a) In conducting the public's business, the City Council is committed to the principles of civility, honor, and dignity. Individuals appearing before the City Council are expected to observe the same principles when making comments on items and issues presented to the City Council for their consideration.

(b) Staff members and citizens are required to use proper language when addressing the Council or the audience. Staff members and citizens shall not use profanity or cursing, aggressive or threatening behavior when addressing the City Council or other participants. All comments are directed to the Mayor and not to individual members of the City Council or to the audience. [City Council meetings are business meetings where the business of the City is conducted.] No personal verbal attacks toward any individual will be

allowed during the conduct of a City Council meeting. The Mayor or Chair may have individual(s) removed from the podium and/or City Council Chambers if such conduct persists after a warning has been issued.

(c) All members of the Council shall accord the utmost courtesy to each other, the City employees and the public members appearing before the Council and shall refrain at all times from rude and derogatory remarks, reflections as to integrity, abusive comments and statements as to motives and personalities. During Council meetings cell phones are to be turned off or silenced. Use of cell phones by Council members and City staff for talking, texting, emailing or otherwise will not be allowed during meetings while at the dais, except for emergency communications or while on breaks.

(d) In addition to the prohibitions in (c), above, Section 871.01, Florida Statutes, declares that any person who willfully interrupts or disturbs any assembly of people meeting for any lawful purpose shall be guilty of a misdemeanor of the second degree, and may be arrested by police officers present. This may be done in the absence of the conduct being noted, or of the offender being called to order, by the presiding officer.

(e) In the case that any person is declared out of order by the presiding officer and ordered expelled, and does not immediately leave the Council Chambers, the following steps shall be taken:

(i) The Mayor or chair shall declare a recess.

(ii) The person shall be approached by a police officer and advised that he has been ordered expelled.

(iii) In case the person does not remove himself from the area he may be placed under arrest for violation of Section 871.01, Florida Statutes, should the person continue to willfully interrupt or disturb the meeting.

(iv) In the event any person who is ordered expelled leaves the Council Chambers voluntarily and then returns to the same meeting, he is subject to arrest for violation of Section 871.01, Florida Statutes, should the person continue to willfully interrupt or disturb the meeting.

The City Manager shall, during all public meetings, have a uniformed certified law enforcement officer present.

SECTION 12. BOARDS AND COMMITTEES. Members of the City Council have the opportunity and responsibility to represent the interest of the City on various boards and committees that may, from time to time, be established. Participation in these boards and committees is an opportunity for the City to present points of view that are beneficial to the City and an opportunity to participate in decision making processes that may be of significant importance to the City. The standing committees presently established wherein Councilmembers participate are as follows:

(a) Treasure Coast Council of Local Government (TCCLG)

(b) Tourist Development Council (TDC)

(c) St. Lucie Transportation Planning Organization (TPO)

(d) Council on Aging

(e) St. Lucie County Fire District

(f) Treasure Coast Regional Planning Council (TCRPC)

(g) St. Lucie County Chamber Board of Directors

(h) Roundtable of St. Lucie County

(i) Treasure Coast Regional League of Cities (TCRLC)

Each Councilmember shall be responsible to accept appointment to at least two (2) of these committees and, once appointed, shall attend duly called meetings of these

committees and report back to the Council the activities of and actions taken by the respective boards and committees. The failure to fulfill committee responsibilities may result in censure against the Councilmember involved.

SECTION 13. ATTENDANCE. Three unexcused absences by a Councilmember during the current term of office of that Councilmember from meetings of the City Council, including regularly scheduled meetings and special meetings duly called and noticed, shall constitute grounds for forfeiture of the said Councilmember's office pursuant to Section 3.02 of the Charter of the City of Port St. Lucie. The City Council shall review any reasons or excuses presented by a Councilmember related to that Councilmember's absence at the next preceding meeting and by majority of the Council determine whether that absence should be excused.

Members in attendance at a Council meeting must be present when votes are taken and must cast a ballot or, pursuant to Section 28.012, Florida Statutes, declare that there is, or appears to be, a possible conflict of interest according to Florida law and thereupon comply with the disclosure requirements of Section 112.3143, Florida Statutes.

SECTION 14. COUNCILMEMBER CONDUCT. Members of the Council must at all times recognize that their actions, both public and private, may reflect upon the Council as a whole and further may reflect upon the City of Port St. Lucie. Conduct unbecoming of a public official may result in appropriate action taken by the City Council including, pursuant to Section 3.02 of the Charter of Port St. Lucie, forfeiture of the office of Councilmember.

SECTION 15. WAIVER OF RULES. The Council may, at any time, upon a motion and majority approval, waive all or a portion of these rules of procedure during the course of a meeting.

COUNCIL ITEM 13f pt 2
DATE 11/28/16

RESOLUTION 16-R 79

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA ADOPTING NEW RULES AND REVISIONS GOVERNING CITY COUNCIL PROCEDURES AND POLICIES FOR QUASI-JUDICIAL PROCEEDINGS; PROVIDING SUPPLEMENTAL PROCEDURES AND STANDARDS APPLICABLE TO QUASI-JUDICIAL PROCEEDINGS; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Article II, Section 3.10(b) of the Charter of the City of Port St. Lucie (the "City"), the City Council shall determine its own rules by resolution and publish same sixty (60) days after the installation of each new council; and

WHEREAS, the City Council recognizes that City Council proceedings constitute a limited public forum, as established by the applicable law, which is subject to reasonable limitations and regulations recognizing governmental interests including, but not limited to, proper decorum, the conducting of orderly and efficient meetings, controlling the City Council agenda and remaining on topic to the matters at issue, managing time, and preventing unreasonable interruptions and disruptions; and

WHEREAS, the City Council recognizes that certain decisions of the City Council are quasi-judicial in nature, and in such matters it may be a fundamental requirement that parties and interested persons in relation such quasi-judicial proceedings be given an opportunity to be heard in an equitable and efficient manner and otherwise be afforded procedural due process; and

WHEREAS, the City Council has determined it necessary to enact more exacting provisions in relation to quasi-judicial proceedings such that this Resolution shall control to the extent of any conflict with any previously enacted City resolution relating generally to City's conduct of public business by the City Council and therefore desires to enact written quasi-judicial procedures to ensure that participants in a quasi-judicial proceeding, and the public, are provided with reasonable opportunities to be heard in a public hearing forum that is predictable, consistent and provides due process to all participates; and

WHEREAS, it is the intent of the City Council that quasi-judicial procedures as adopted and established by this Resolution, comply with Section 286.0115 of the Florida Statutes, authorizing a local government to adopt quasi-judicial procedures by ordinance or resolution, thereby removing the presumption of prejudice from ex-parte communications with local public officials during the conduct of quasi-judicial hearings conducted in compliance with the procedures as adopted by City Council; and

WHEREAS, the quasi-judicial procedures and policies as set forth herein, are designed to provide notice and guidance to all participants, and the public, who appear before the City Council or other board, as such board may be established by the City Charter and/or the Port St. Lucie City Code of Ordinances, that the conduct of meetings wherein quasi-judicial decisions are required to

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA:

SECTION 1. Recitals. This City Council adopts and ratifies those matters set forth in the foregoing recitals.

SECTION 2. Purpose. It is the policy of the City of Port St. Lucie ("City") to provide notice and guidance to all individuals and entities who appear before the City Council or by any City Board or Committee, acting in a quasi-judicial capacity, that said proceedings shall be subject to a public hearing and will be governed by the quasi-judicial proceedings set forth herein below shall govern said quasi-judicial public hearings.

SECTION 3. Scope and Applicability. These procedures shall apply to all quasi-judicial hearings held by the City Council or by any City Board or Committee which holds quasi-judicial hearings. The City Attorney shall determine which matters are quasi-judicial in nature and shall direct the City Clerk or Board liaison to designate specially such matters on the agenda.

SECTION 4. Definitions.

a) *Applicant*: The owner of record or his or her authorized agent.

b) *Application*: The original document filed by the Applicant which has given rise to the quasi-judicial proceeding. This includes, but is not limited to, requests for variances, special exception uses, and rezonings.

c) *Citizen Participant(s)*: Those members of the general public, other than the City's representatives or Staff or the Applicant, who attend a quasi-judicial public hearing for the purpose of being heard on a particular Application.

d) *Ex Parte*: Any communication, oral or written, between members serving on the applicable City Council, board or committee members and the public, other than those made on the record at the public hearing.

e) *Official City File*: The City's project file that is established and created for a particular application, which shall include, but not be limited to, the Application at issue, all written communications exchanged between the City and the Applicant prior to the public hearing, all Staff Reports (including any recommendation, if applicable), if any, and pertinent sections of the City Code and Florida Statutes, and all other pertinent documents and materials on the matter.

f) *Party Intervenor(s)*: A person, entity, or designated representative or spokesperson of a recognized group who is authorized by the City Attorney to intervene as a party in a quasi-judicial proceeding.

g) *Quasi-Judicial Proceedings*: Proceedings where existing policies and regulations are applied to a specific property.

h) *Record*: Refers to the testimony at the public hearing and the materials which are contained in the Official City File on the Application by the conclusion of the hearing.

SECTION 5. Ex Parte Communications. In all quasi-judicial hearings, all rulings must be based only upon the evidence presented at the hearing. In accordance with Section 286.0115(1) of the Florida Statutes, ex parte communications with City Council, Board or Committee members in quasi-judicial matters is permissible and the adherence to the following procedures shall remove the presumption of prejudice arising from ex parte communications with City Council, Board or Committee members:

a) The substance of any ex parte communication with a City Council, Board or Committee member which relates to the quasi-judicial action pending before the said City Council, Board or Committee is not presumed prejudicial to the action if the subject of the communication and the identity of the person, group, or entity with whom the communication took place is disclosed and made a part of the Record before the final action on the matter.

b) A City Council, Board or Committee member may read a written communication from any person. However, a written communication that relates to a quasi-judicial action pending before the City Council, Board or Committee shall not be presumed prejudicial to the action, and such written communication shall be made a part of the Record before final action on the matter.

c) A City Council, Board or Committee member may conduct investigations and site visits and may receive expert opinions regarding quasi-judicial action pending before them. Such activities shall not be presumed prejudicial to the action if the existence of the investigation, site visit, or expert opinion is made a part of the Record before final action on the matter.

d) Disclosure made pursuant to subparagraphs 1, 2, and 3 must be made before or during the public meeting at which a vote is taken on such matters, so that persons who have opinions contrary to those expressed in the ex parte communication are given a reasonable opportunity to refute or respond to the communication.

SECTION 6. General Procedures for Quasi-Judicial Proceedings.

a) Any hearing listed on a City Council, Board or Committee agenda as a quasi-judicial public hearing will be conducted pursuant to these rules. This means that the applicable Council, Board or Committee is required by law to base its decision on the evidence contained in the Record of this proceeding, which consists of the testimony at the hearing and on the materials which are in the Official City File on this Application.

b) A complete copy of the Official City File shall be submitted by the applicable City department to the City Council, Board or Committee clerk no later than five (5) calendar days prior to the public hearing. All documents submitted at the public hearing shall be supplemented by the City and/or City Council, Board or Committee clerk at the hearing. The Official City File shall be made available upon request for public inspection at the City Clerk's Office upon reasonable request.

c) Party Intervenors: The City Attorney, at his or her sole discretion, may allow a person to intervene as a Party Intervenor if they have an interest in the Application which is different than the public at large. Persons wishing to be designated as Party Intervenors shall submit a written request to intervene no later than 5 days prior to the hearing. The written request must include a detailed outline of their interest in the Application, a synopsis of their argument, copies of all documents which they intend to present at the hearing and a list of all witnesses they intend to call to testify on their behalf.

d) Time Limits:

i. City Staff Time Limits: The City staff shall have up to twenty (20) minutes (including the presentation of witnesses and expert witnesses) to present the City's argument.

ii. Applicant's Time Limits: The Applicant shall have up to twenty (20) minutes (including the presentation of witnesses and expert witnesses) to present the Applicant's argument.

iii. Party Intervenor's Time Limits: The Party Intervenor shall have up to twenty (20) minutes (including the presentation of witnesses and expert witnesses) to present the Party Intervenor's argument.

iv. Citizen Participants: Citizen Participants, if applicable, shall each have three (3) minutes to speak.

v. The time limits listed hereinabove exclude any applicable time expended for cross-examination or questions from the City Council, Board or Committee members.

vi. Extension of Time: The City Council, Board or Committee, at its sole discretion, may extend the time for presentations upon reasonable request.

SECTION 7. Conduct of the public hearing.

a) The chairperson of the City Council, Board or Committee shall call the proceeding to order and announce that the hearing has begun and shall explain the rules concerning the quasi-judicial procedures, testimony and admission of evidence. The Applicant, City staff and/or the City Council, Board or Committee may request a waiver of certain rules contained herein to ensure efficiency and fundamental fairness to all parties. Such waiver must be mutually agreed to.

b) At the beginning of the hearing, the City Council, Board or Committee members will announce for the record any "ex parte" communications not previously disclosed in writing and included in the Official City File. The name of the person with whom the contact occurred and the subject matter of the discussion will be disclosed.

c) The City Clerk, or similar individual attending the meeting of the City Council, Board or Committee, will administer an oath to all persons who intend to testify at this public hearing. Each Applicant shall disclose any consideration provided or committed directly, or on its behalf, for an agreement to support, or withhold objection to, the requested relief or action.

d) The presentation of the matter shall be in the following order:

i. the City staff shall first place the Official City File into the Record and thereinafter make its initial presentation;

ii. the Applicant will then make a rebuttal presentation;

iii. a Party Intervenor, if applicable, shall make a presentation;

iv. Citizen Participants may speak for or against the Application;

v. the City Staff, the Applicant and any applicable Party Intervenor shall have two (2) minutes each for rebuttal and/or closing statements; and

vi. the City Council, Board or Committee shall commence deliberations and render a decision based on the Record.

e) All witnesses are subject to cross-examination during the hearing. After presentations have been made by the City staff, the Applicant and any Party Intervenor, if applicable, cross-examination will be permitted on the witnesses in the public hearing, including the City staff, the Applicant and any Party Intervenor, in order of their appearance at the hearing. Cross examination shall be limited to two (2) minutes per witness. However, the Mayor or person presiding as the Chairperson over the meeting may enlarge the time period allowed for cross-examination when necessary to ensure due process is provided. Anyone who testifies at the hearing should remain until the conclusion of the hearing in order to be able to respond to any questions.

f) During the presentation of the case and testimony by City staff, the Applicant, and the Party Intervenor, if applicable, only the City Council, or Board or Committee members are permitted to ask questions and may ask questions at any time during the proceeding.

g) The Mayor or Chairperson of the City Council Board or Committee or the legal advisor to the City Council, Board or Committee shall have the authority to determine if the questions and evidence are relevant. If the questioning is deemed to be improper or irrelevant, the chairperson or the legal advisor to the City Council, Board or Committee shall have the authority to halt the line of questioning.

h) At the conclusion of the hearing, the City Attorney or legal advisor shall advise the City Council, Board or Committee as to the applicable law and the factual findings that must be made to approve or deny the Application.

SECTION 8. Severability. If any portion, section, paragraph, sentence, clause or word of this Resolution is determined by a court of competent jurisdiction to be unconstitutional, invalid, unenforceable, inoperative or void, then such a determination shall not affect the validity of the remainder of this Resolution and the balance of this Resolution shall remain in full force and effect.

SECTION 9. Conflicts. This Resolution shall be supplemental to Resolution 14-R111, as duly passed and approved by the City Council on July 14, 2014, relating to the Rules of City Council, and this Resolution shall control to the extent of any conflict with Resolution 14-R111, in relation to quasi-judicial proceedings. Otherwise, this Resolution shall supersede any previous rules and order of business for quasi-judicial proceedings before the City Council, or other Board or Committee established by the City Charter, City Council, or the Port St. Lucie Code of Ordinances.

SECTION 10. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 10th day of October, 2016.

ATTEST:

Karen A. Phillips, City Clerk

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM: By: _____
O. Reginald Osenton, City Attorney

COUNCIL ITEM 11A
DATE 7/14/14

RESOLUTION 14-R111

A RESOLUTION PROVIDING FOR THE ADOPTION OF THE RULES OF COUNCIL, REPEALING THE PREVIOUSLY ADOPTED RULES OF COUNCIL; PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves and adopts those Rules of Council as set forth in Exhibit "A" attached hereto and by reference incorporated herein.

Section 2. That the Rules of Council previously adopted and amended be and the same are hereby repealed including, but not limited to, Resolution 13-R99.

Section 3. This resolution shall become effective immediately upon its adoption.

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida, this 14th day of July, 2014.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
JoAnn M. Faiella, Mayor

ATTEST:

_____
Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
Pam E. Booker, City Attorney

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ADDITIONAL INFORMATION

COUNCIL ITEM #13F
DATE 11/28/16

CITY OF PORT ST. LUCIE
CITY ATTORNEY

MEMORANDUM

Received
NOV 17 2016
City of Port St. Lucie
City Council

TO: GREGORY J. ORAVEC, MAYOR

FROM: O. REGINALD OSENTON, CITY ATTORNEY

DATE: NOVEMBER 17, 2016

SUBJECT: UPCOMING DISCUSSION RE: RULES OF COUNCIL

I have reviewed the Council Rules in anticipation of the discussion relating to possible changes at Monday's Special City Council meeting. As promised, I am providing this memo for your consideration of possible changes I would suggest. In my opinion none of these are urgent, but still I would suggest the following:

1. Section 3(b) (Regular Meetings) states council meetings will be on the second and fourth Monday's of the month. I would tweak it to say council may adjust the schedule to accommodate the holidays in December.
2. Several places refer to "his" or "her" such as in reference to the City Attorney. I would suggest putting "his or her" throughout.
3. In Section 9(d) (Conduct of Meetings) I would change reference to "the Mayor" to "the presiding officer" or "the chair" in case the Vice Mayor or someone else is presiding.
4. Section 10(d) (Public Hearings) is where I would incorporate by reference the quasi-judicial procedures.
5. You might consider adding language to Section 13 (Attendance) allowing for telephonic appearance of council members in exceptional circumstances such as health issues. According to the Florida Attorney General, a member attending telephonically does not count toward a quorum, but once a quorum is established, that member may vote. Incidentally, City Clerk Phillips mentioned to me that she will need to adjust the dais to accommodate appearances by telephone or Skype.

I will follow up with drafting specific language for whatever changes council directs at the special meeting.

Thank you.

ORO/ks
cc: Shannon Martin, Councilwoman, District 3
Patricia Roebling, P.E. Interim City Manager

121 S.W. Port St. Lucie Boulevard • Port St. Lucie, Florida 34984-5099 • (772) 871-5294 • Fax: (772) 344-4298 • TDD: (772) 873-6339

MEMORANDUM

TO: SHANNON MARTIN, COUNCILWOMAN, DISTRICT 3
STEPHANIE MORGAN, COUNCILWOMAN-ELECT, DISTRICT 1
JOHN CARVELLI, COUNCILMAN-ELECT, DISTRICT 2
JOLIEN CARABALLO, COUNCILWOMAN-ELECT, DISTRICT 4
RUSS BLACKBURN, CITY MANAGER
O. REGINALD OSENTON, CITY ATTORNEY
KAREN PHILLIPS, CITY CLERK

FROM: GREGORY J. ORAVEC, MAYOR

SUBJECT: OUR JOURNEY AS THE 2016-2018 TEAM PSL BEGINS MONDAY NIGHT!

DATE: NOVEMBER 18, 2016

This short memorandum serves to share some of my hopes and intentions regarding our next two years together, starting with our very first meeting Monday night. Please know that I am extremely honored and excited to serve with you in our shared mission to make our community and city organization the best they can be and that I am committed to helping you and, therefore, us succeed. Our city has climbed out of the depression, and we find economic factors and a countywide spirit of cooperation as winds at our back. As a result, we have a special opportunity, which for us must be considered a sacred duty, to help Port St. Lucie take not just a step forward, but a leap. I believe in you and know that if we work hard, smart, together, and with our citizens, the next two years are going to be something very special, and a better PSL will be the result.

At Monday night's meeting, after the oaths of office, we will complete the process of committee appointments in accordance with the City Charter and Council Rules. To have the best team, we need to get the right people in the right positions. Therefore, I would like to encourage each Councilmember to request those appointments for which s/he feels s/he is the best fit. These are open tryouts, and I cannot make an informed decision without hearing from you. As a note, the Council Rules currently require us to serve a minimum of two committees.

Also at Monday's meeting, we will discuss any necessary changes to the Council Rules. As you are aware, the City Attorney has offered us some suggested modifications. I do not anticipate offering any proposed amendments for your consideration, but would like you to know that I must enforce the Rules as they are written in order to promote meetings which are professional, productive and in line with our values. Accordingly, if anything is "broken" or can be improved, I would welcome the building of a better mousetrap.

Starting Monday night, this team will be responsible for the lives of 180,000 citizens and counting. Let's give them something they can be proud of!

Thank you.

c: Team PSL