



"A City for All Ages"

CITY OF PORT ST. LUCIE, FLORIDA

AGENDA

City Council Meeting

Monday, October 10, 2016 - 7:00 p.m.

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

Mayor and City Council

Gregory J. Oravec, Mayor

Linda Bartz, Vice Mayor

Michelle Lee Berger, Councilwoman

Shannon Martin, Councilwoman

Ronald E. Bowen, Councilman

District I

District II

District III

District IV

Administration

Patricia Roebing, Interim 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, October 10, 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** - SPECIAL COUNCIL SEPTEMBER 12, AND 19, 2016
 - B. **HOLY FAMILY CATHOLIC CHURCH**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE ANNUAL FALL FESTIVAL ON NOVEMBER 5TH & 6TH, 2016, SIGNS SCHEDULED TO BE PLACED NOVEMBER 5, 2016, THROUGH NOVEMBER 6, 2016, INTERIM CITY MANAGER
 - C. **SOUTH FLORIDA EVENT MANAGEMENT ON BEHALF OF THE TREASURE COAST FOOD BANK**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR OKTOBERFEST ON THE SQUARE ON OCTOBER 23, 2016, SIGNS SCHEDULED TO BE PLACED OCTOBER 15, 2016, THROUGH OCTOBER 24, 2016, INTERIM CITY MANAGER
 - D. **JESSICA CLINTON MVP FOUNDATION**, REQUEST FOR CITY

SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR FREE HEART SCREENINGS FOR STUDENTS' EVENT ON NOVEMBER 19, 2016, SIGNS SCHEDULED TO BE PLACED OCTOBER 23, 2016, THROUGH NOVEMBER 19, 2016, INTERIM CITY MANAGER

- E. **DECLARATION OF UNITY OF TITLE**, OSVALDO SANTOS TO COMBINE LOTS 26 AND 27, BLOCK 2346, PORT ST. LUCIE SECTION 34, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- F. **DECLARATION OF UNITY OF TITLE**, SHANNON M. MURRAY AND JAMES E. MURRAY, WIFE AND HUSBAND, TO COMBINE LOTS 14 AND 15, BLOCK 2447, PORT ST. LUCIE SECTION 34, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- G. **FIRST VEHICLE SERVICES**, FLEET MAINTENANCE AND MANAGEMENT SERVICES, AMENDMENT #7, #20040059, RATE INCREASE OF 1.60% ON THE CONTINUING CONTRACT FOR THE ANNUAL FEE FOR THE FISCAL YEAR 2016-2017, FOR A TOTAL EXPENDITURE OF \$1,872,736, PROCUREMENT MANAGEMENT DEPARTMENT
- H. **DECLARATION OF UNITY OF TITLE**, WILLIAM J. COLOSI & DENEEN COLOSI, WIFE AND HUSBAND, TO COMBINE LOTS 4 AND 5, BLOCK 1987, PORT ST. LUCIE SECTION 19, TO ALLOW THE OWNERS TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- I. **DECLARATION OF UNITY OF TITLE**, COFFEE PORT ST LUCIE, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO COMBINE LOTS 3, 4, 20, AND 21, BLOCK 703, PORT ST. LUCIE SECTION 18, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- J. **DECLARATION OF UNITY OF TITLE**, S & W LAND INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO COMBINE LOTS 9, 10, 11, 15, AND 16, BLOCK 1662, PORT ST. LUCIE SECTION 5, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- K. **DECLARATION OF UNITY OF TITLE**, EKVM PROPERTIES LIMITED PARTNERSHIP, A FLORIDA LIMITED PARTNERSHIP, TO COMBINE LOTS 8, 9, 10, 11, 12, 13, AND 14, BLOCK 1663, PORT ST. LUCIE SECTION 31, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT
- L. **FT. PIERCE ATHLETIC LEAGUE**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THE ST. LUCIE COUNTY TOY RUN ON DECEMBER 11, 2016, SIGNS SCHEDULED TO BE PLACED NOVEMBER 11, 2016, THROUGH DECEMBER 11, 2016, INTERIM CITY

MANAGER

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

- A. **ORDINANCE 16-67**, AN ORDINANCE TO REZONE 0.92 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PORT ST. LUCIE BOULEVARD, EAST OF WAYNE STREET, SOUTH OF CHAPMAN AVENUE, AND WEST OF KAIL STREET; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS COFFEE PORT ST. LUCIE, LLC (P16-085); PROVIDING FOR AN EFFECTIVE DATE.
- B. **ORDINANCE 16-68**, AN ORDINANCE TO REZONE 1.61 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD BETWEEN BOUGAINVILLEA AVENUE AND IMPORT DRIVE FROM LIMITED MIXED USE (LMD) TO PROFESSIONAL (P) FOR A PROJECT KNOWN AS GATLIN DIALYSIS (P16-124); PROVIDING FOR AN EFFECTIVE DATE.
- C. **ORDINANCE 16-71**, AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 93 – FIRE PREVENTION, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 93.03 SECURITY AND FIRE ALARM SYSTEMS TO ADD CERTAIN DEFINITIONS, TO PROVIDE FOR ISSUANCE OF CEASE AND DESIST ORDERS, TO PROVIDE FOR A THIRD-PARTY ADMINISTRATOR TO ADMINISTER THE PERMIT PROCESS, TO CLARIFY THE APPLICATION AND APPROVAL PROCESS; TO REDUCE THE PERMIT TERM TO ONE YEAR AND PROVIDE SIX MONTH AMNESTY PERIOD FOR REGISTRATION OF PREVIOUSLY NON-PERMITTED ALARM SYSTEMS FOLLOWING ADOPTION OF ORDINANCE, TO PROVIDE FOR A THIRD-PARTY ADMINISTRATOR TO ISSUE PERMITS, TO ESTABLISH INSTALLATION REQUIREMENTS AND DUTIES OF ALARM OWNERS AND ALARM COMPANIES, ESTABLISHING PROCEDURE FOR DETERMINATION OF FALSE ALARM AND NOTICE TO ALARM USER AND/OR RECORD TITLE OWNER, TO ESTABLISH A REVISED FEE SCHEDULE FOR FALSE ALARMS, PROVIDING CLARIFICATION REGARDING THE RESPONDING AGENCY, AND TO ESTABLISH AN APPEAL PROCEDURE FOR DETERMINATION OF FALSE ALARMS; DELETING IN ITS ENTIRETY SECTION 93.05 FALSE ALARM DISPATCH CHARGE, COLLECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

9. **OTHER PUBLIC HEARINGS**

10. **FIRST READING OF ORDINANCES**

- A. **ORDINANCE 16-72**, AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 1 PAGE, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO.4. THE SAID

SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

- B. **ORDINANCE 16-73**, AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN RESIDENTIAL REAL PROPERTY LOCATED AT 680 SE WALTERS TERRACE, ACQUIRED VIA THE CITY OF PORT ST. LUCIE NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) TO GENESYS COMMUNITY DEVELOPMENT CORPORATION, A FLORIDA NONPROFIT CORPORATION; PROVIDING AN EFFECTIVE DATE.

11. **RESOLUTIONS**

- A. **RESOLUTION 16-R77**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA SUPPLEMENTING RESOLUTION NO. 16-R23 ADOPTED ON APRIL 11, 2016, WHICH RESOLUTION NO. 16-R23 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE OF NOT TO EXCEED \$39,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA PUBLIC SERVICE TAX REFUNDING REVENUE BONDS, SERIES 2016; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.
- B. **RESOLUTION 16-R79**, 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.

12. **UNFINISHED BUSINESS**

13. **NEW BUSINESS**

- A. **ANNUAL INVESTMENT IN ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY**, FISCAL YEAR 2016-2017 INVESTMENT PARTNERSHIP FEES TOTALING \$80,000, INTERIM CITY MANAGER
- B. **DISCUSSION OF DATE SELECTION FOR CITY MANAGER MEET AND GREET AND SELECTION OF A CITY MANAGER**, MAYOR ORAVEC & CITY COUNCIL
- C. **MIDFLORIDA CREDIT UNION CONCEPT DISCUSSION**, COUNCILWOMAN MARTIN
- D. **REQUEST FOR PROPOSAL (RFP) TO SELECT A FIRM TO FACILITATE THE CITY'S STRATEGIC PLAN**, PROCUREMENT MANAGEMENT DEPARTMENT

- E. SIGN ORDINANCE – POLITICAL ADVERTISEMENTS DISCUSSION, NEIGHBORHOOD SERVICES DIRECTOR
- F. BENNINGTON VILLAGE HOMEOWNERS’ ASSOCIATION, INC., REQUEST FOR APPROVAL OF A TRAFFIC ENFORCEMENT SERVICES AGREEMENT WITHIN A GATED COMMUNITY, CITY ATTORNEY
- G. FIELDSTONE VILLAGE HOMEOWNERS’ ASSOCIATION, INC., REQUEST FOR APPROVAL OF A TRAFFIC ENFORCEMENT SERVICES AGREEMENT WITHIN A GATED COMMUNITY, CITY ATTORNEY
- H. STOCKTON VILLAGE HOMEOWNERS’ ASSOCIATION, INC., REQUEST FOR APPROVAL OF A TRAFFIC ENFORCEMENT SERVICES AGREEMENT WITHIN A GATED COMMUNITY, CITY ATTORNEY
- I. CITY OF PORT ST. LUCIE, FLORIDA VS. VACCINE AND GENE THERAPY INSTITUTE OF FLORIDA, PURSUANT TO SECTION 286.011(8), FLORIDA STATUTES, THE CITY ATTORNEY REQUESTS AN ATTORNEY/CLIENT SESSION WITH THE CITY COUNCIL TO DISCUSS THE ABOVE-REFERENCED PENDING LITIGATION, CASE NO. 2015-CA-000858, CITY ATTORNEY

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.

October Meeting Calendar

DATE	MEETING	TIME	LOCATION
10-10-16	Attorney-Client Meeting	6:00 p.m.	City Hall Complex Room 188 Building A
10-10-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
10-12-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
10-12-16	Federation of Public Employees (FOPE) Meeting	10:00 a.m.	City Hall Complex Room 366 Building A
10-12-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B
10-13-16	Contractors' Examining Board Meeting	9:30 a.m.	City Hall Complex Council Chambers Building A
10-20-16	Safety Review Board Meeting	9:00 a.m.	City Hall Complex Room 366 Building A
10-24-16	Special Community Redevelopment Agency (CRA) Meeting	6:00 p.m.	City Hall Complex Council Chambers Building A
10-24-16	Governmental Finance Corporation (GFC) Meeting	6:30 p.m.	City Hall Complex Council Chambers Building A
10-24-16	Regular City Council Meeting	7:00 p.m.	City Hall Complex Council Chambers Building A
10-26-16	Special Magistrate Hearing	9:00 a.m.	City Hall Complex Council Chambers Building A
10-26-16	Site Plan Review Committee Meeting	1:30 p.m.	City Hall Complex Training Room Building B

**NOTICE
AGENDA ADDENDUM
CITY COUNCIL REGULAR MEETING
OCTOBER 10, 2016**

4. PROCLAMATIONS AND SPECIAL PRESENTATIONS

- a) PROCLAMATION – COMMUNITY PLANNING MONTH**
- b) PROCLAMATION – LIGHTS ON AFTERSCHOOL**

14. EXCUSED ABSENCE

- a) COUNCILMAN BOWEN, SPECIAL EMERGENCY CITY COUNCIL MEETING OCTOBER 5, 2016**



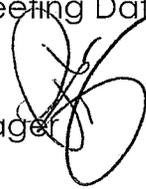
CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7B
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: Jasmin Padova, Executive Secretary  

Agenda Item: Motion: Request by Rev. Tomasz Bochnak with Holy Family Catholic Church requesting City Sponsorship of the Annual Fall Festival.

Submittal Date: 9/30/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed November 5 thru November 6, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Rev. Tomasz Bochnak



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

Name of Organization: Holy Family Catholic Church

Location of Event: 2330 SE Mariposa Ave.

Number of Signs: 4

Date range of sign placement: 11/05/2016 to 11/06/2016

Contact Person: Dana Adamski

Phone: (772) 204-2750

Email: dana.adamski@comcast.net

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

Staff Recommendation: Approve for Signs

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

Holy Family Catholic Church

2330 S.E. Mariposa Avenue
Port St. Lucie, FL 34952

Phone: (772) 335-2385
Fax: (772) 335-2517

September 21, 2016

City of Port St Lucie
Code Compliance Division
121 SW Port St Lucie Blvd, Bldg. B
Port St Lucie, FL 34984

Attn: Nadine Padro

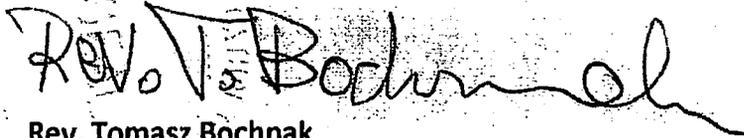
Dear Ms. Padro:

In response to your recent request, Holy Family Catholic Church is requesting approval for a permit to place signs on city streets for our annual Fall Festival.

Below is the information required to complete our application:

<u>Name of the Organization:</u>	Holy Family Council of Catholic Women
<u>Date and Time:</u>	Saturday, November 5 th , 9:00 AM-4 PM Sunday, November 6 th , 8:00 AM – 2 PM
<u>Event Location:</u>	Holy Family Parish Hall 2330 SE Mariposa Avenue Port St Lucie, FL 34952
<u>Applicant Contact Information:</u>	Dana Adamski, Fall Festival Chair 2613 SE Grand Drive Port St Lucie, FL 34952 772-204-2750 (H) 321-277-8108
<u>Date Range of Sign Placement:</u>	From 7 AM on Saturday, November 5 to 6 PM on Sunday, November 6, 2016
<u>Number of Signs:</u>	4

Yours truly,



Rev. Tomasz Bochnak
Parochial Vicar



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7C
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

FROM: Jasmin Padova, Executive Secretary 

Agenda Item: Motion: Request by South Florida Event Management on behalf of the Treasure Coast Food Bank requesting City Sponsorship of Oktoberfest on the Square Event.

Submittal Date: 9/30/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed October 15 thru October 24, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Ryan Strickland



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

Name of Organization: Treasure Coast Food Bank

Location of Event: Tradition Square

Number of Signs: 60

Date range of sign placement: 10/15/2016 to 10/24/2016

Contact Person: Ryan Strickland

Phone: (772) 337-1500

Email: southfloridaeventmanagement@gmail.com

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

Staff Recommendation: Approve for Signs

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



Patricia Roebling
City Hall
121 SW Port St. Lucie Blvd, Building A
Port Saint Lucie, FL 34952

City Manager:

This note is regarding tee signage (street signage) for Oktoberfest on the Square, 10/23/16, in the Town of Tradition and co-produced by South Florida Event Management (SFEM) and the Treasure Coast Food Bank.

Oktoberfest on the Square would like to request the ability to display sixty (60) tee signs (street signage locations reference attached) in City right-of-ways signage. The dimensions of the mentioned signs are 18" by 24" inches. If approved, these signs will be placed nine (9) days prior to the event and removed within forty-eight (48) hours post the event. The signs will be displayed for marketing purposes. The event agrees to pay all permitting fees, while displaying signage within requirements established by the city.

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

Respectfully,

A handwritten signature in black ink, appearing to read "Ryan Strickland".

Ryan Strickland

South Florida Event Management

1592 SE Village Green Dr. Suite A
Port St. Lucie, FL 34952

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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7D
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

FROM: Jasmin Padova, Executive Secretary 

Agenda Item: Motion: Request by Ramon Laloo with the Jessica Clinton MVP Foundation requesting City Sponsorship of the "Free Heart Screenings for Students" Event.

Submittal Date: 9/30/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed October 23 thru November 19, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from Ramon Laloo



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

Name of Organization: Jessica Clinton MVP Foundation

Location of Event: St. Lucie County Health

Number of Signs: 20

Date range of sign placement: 10/23/2016 to 11/19/2016

Contact Person: Ramon Laloo

Phone: (772) 215-1912

Email: mvp@jessicacinton.org

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

Staff Recommendation: Approve for Signs

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

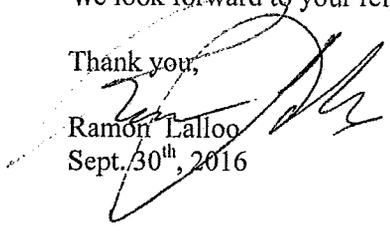


P.O. Box 7012
Port St Lucie, FL. 34985
Ph. 772-215-1912
www.jessicaclinton.org

Dear City Council Member,

For the past 12 years our foundation has been working with our local schools and our community to provide public access to AED's. In addition, for the past four years, we have been providing free Heart Screenings for students between the ages of 5 to 20 years. This years' event will be held on November 19th at the St. Lucie County Health. We are requesting sponsorship for 18 signs and 2 banners permit stickers. These signs will be posted in the city right of way for the maximum allowable time until the day after the event. We appreciate the consideration as you have giving us for the past eleven years and hope you will continue your support. We look forward to your rely

Thank you,


Ramon Lalloo
Sept. 30th, 2016

Proud Members of



Parent Heart Watch is the national voice solely dedicated to protecting youth from sudden cardiac arrest and preventable sudden cardiac death.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7E
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager 

FROM: O. Reginald Osenton, City Attorney 

Agenda Item: Motion: Declaration of Unity of Title – **Oswaldo Santos** to combine Lot 26 and Lot 27, Block 2346, Port St. Lucie Section Thirty-Four.

Submittal Date: **9/20/2016**

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

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

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

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owner of record, Oswaldo Santos, desires to join the following lands described as Lot 26 and Lot 27, Block 2346, Port St. Lucie Section Thirty-Four, so that the subject

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

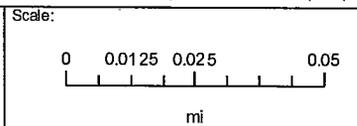
REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: See attached map, Lot 26 and Lot 27, Block 2346, Port St. Lucie Section Thirty-Four

ATTACHMENTS: Map and Declaration of Unity of Title



Unity of Title
Lots 26 and 27



This instrument was prepared under the direction of:

O. Reginald Osenton, City Attorney

Prepared by:

Nancy Hodde, Legal Secretary

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

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

Lot 26 and Lot 27, Block 2346, Port St. Lucie Section Thirty-Four according to the plat thereof, as recorded in Plat Book 15, at Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7F
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager 

FROM: O. Reginald Osenton, City Attorney 

Agenda Item: Motion: Declaration of Unity of Title – **Shannon M. Murray and James E. Murray, wife and husband**, to combine Lot 14 and Lot 15, Block 2447, Port St. Lucie Section Thirty-Four.

Submittal Date: **9/23/16**

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

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

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

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owners of record, Shannon M. Murray and James E. Murray, wife and husband, desire to join the following lands described as Lot 14 and Lot 15, Block 2447, Port St.

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

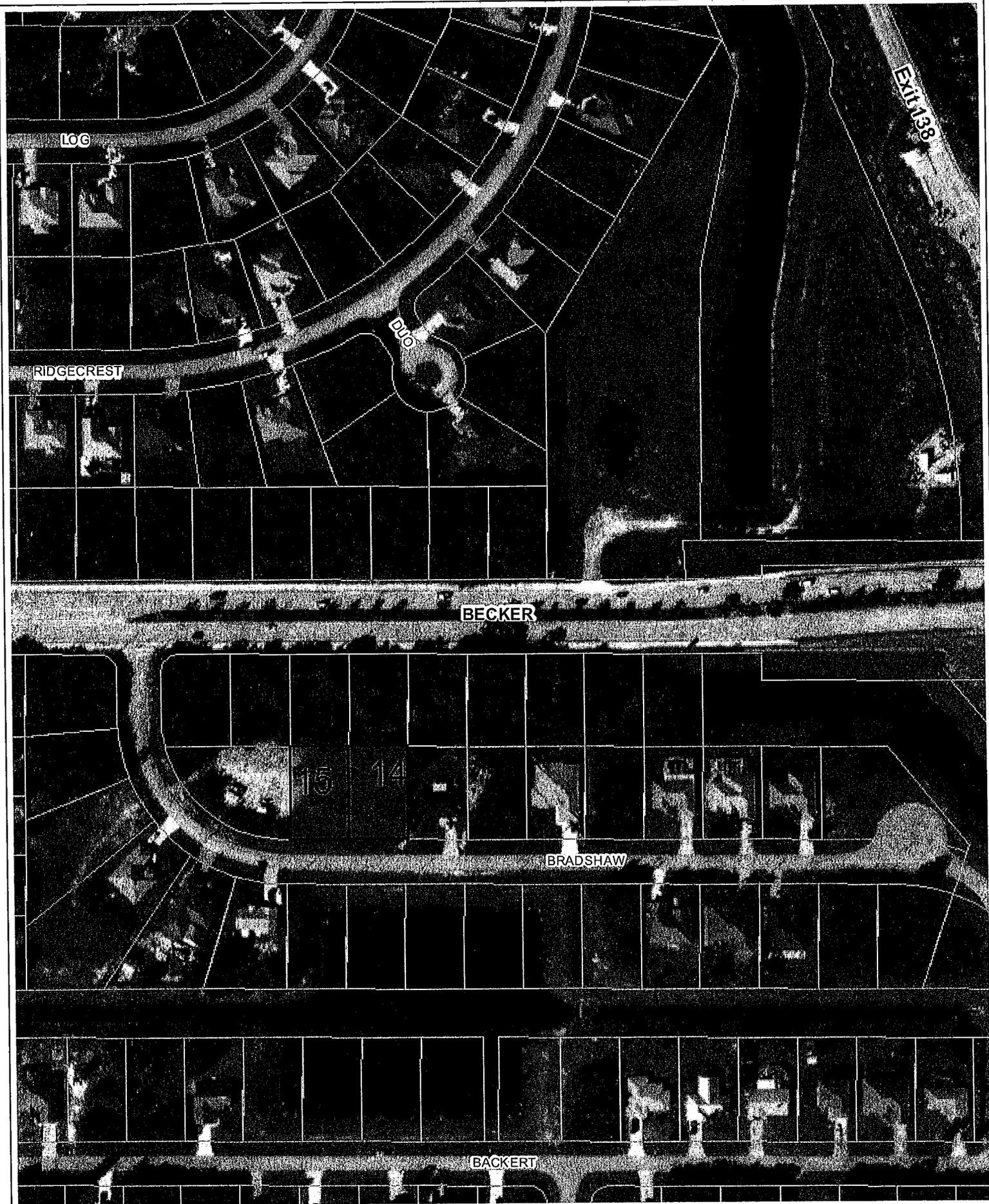
LOCATION OF PROJECT: See attached map, Lot 14 and Lot 15, Block 2447, Port St. Lucie Section Thirty-Four

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

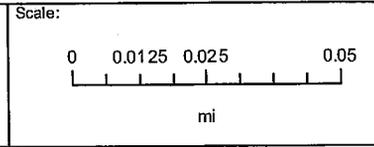
SEP 30 2016

CITY MANAGER'S OFFICE



Unity of Title
Lot 14 and Lot 15

Map produced by the City of Port St. Lucie City Council Map Generator Website on: 9/9/2016



This instrument was prepared under the direction of:

O. Reginald Osenton, City Attorney

Prepared by:

Nancy Hodde, Legal Secretary

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **SHANNON M. MURRAY and JAMES E. MURRAY, wife and husband**, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lot 14 and Lot 15, Block 2447, Port St. Lucie Section Thirty-Four, according to the Plat thereof, as recorded in Plat Book 15, at Pages 9, 9A through 9W, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agree to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and

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

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

OWNER(S)

Print Name: _____
Witness

Print Name: SHANNON M. MURRAY

Print Name: _____
Witness

Print Name: _____
Witness

Print Name: JAMES E. MURRAY

Print Name: _____
Witness

NOTARIZATION AS TO OWNER'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by SHANNON M. MURRAY and JAMES E. MURRAY [] who are personally known to me, or who have [] produced the following identification _____ to be the persons who executed the foregoing instrument.

NOTARY SEAL/STAMP

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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7G
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager-City Engineer
Cheryl Shanaberger, Director-Procurement Management Dept.

FROM: Sherri Hawes, Buyer – Procurement Management Department

Agenda Item: Motion: Contract #20040059 – Fleet Maintenance and Management Services

Submittal Date: 9/30/2016

STRATEGIC PLAN LINK: Goal #1 – Financially Sound City, High Performance City Organization.

BACKGROUND: First Vehicle Services provides all the maintenance and repairs on the City's fleet of vehicles. As per Section 3 of the Contract, the Contractor is allowed a price adjustment in accordance with the Consumer Price Index (CPI-U), not seasonally adjusted, US City Average, Transportation Maintenance and Repair Category, not to exceed 5.1% as published in the U.S. Dept. of Labor, Bureau of Labor Statistics.

ANALYSIS: Staff validated the CPI analysis provided by First Vehicle Services with their request for a 1.60% increase and finds that the increase is reasonable and justified.

This year First Vehicle Services will be implementing and providing to the City at no additional cost access to a Fleet Management Program. This program is customized to meet the City's needs. The program provides real time access to status of work orders. This Dashboard application is for tracking vehicle preventative maintenance and cost related information that will be helpful with budgeting for vehicle and equipment replacement and repairs. The Dashboard shows mileage of vehicle and hours of use for equipment along with all maintenance that has been performed on the vehicles and equipment. The Dashboard also provides reports on which vehicles and equipment that have not been in for preventative maintenance and the number of days overdue. This is very helpful in monitoring the City Fleet.

FINANCIAL INFORMATION: Funds are budgeted in the 2016/2017 fiscal year

LEGAL INFORMATION: Reviewed by Ella Gilbert on September 30, 2016 and approved as to form.

STAFF RECOMMENDATION: Approve Amendment #7 for the rate increase of 1.60% on the continuing contract with First Vehicle Services for the annual fee for Fiscal Year 2016-2017 for a total expenditure of \$1,872,736.00. The amount of increase is \$29,492.00. The performance bond shall remain at the amount of \$250,000.00 and the non-contract labor rate will remain at \$20.00 per hour.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: Citywide

ATTACHMENTS: Contract Amendment #7, First Vehicle Services, Inc. proposal letter, Consumer Price Index and Dashboard Reports (PMs Completed as of September 26, 2016, PMs Live in System on September 26, 2016, Parts Expense as of September 30, 2016, Age of Fleet Vehicles and Age of Fleet Equipment)

*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

OCT 04 2016

CITY MANAGER'S OFFICE

Contract Amendment

Contract # 20040059

Amendment # 7

Date: _____

Contract Title: Fleet Maintenance and Management Services

Contractor's Name: First Vehicle Services

Current Expiration: 09/30/2016

Revised Expiration Date: 09/30/2017

The above contract is hereby renewed pursuant to Section 3 until the revised expiration indicated above. All other terms and conditions of the original contract and/or Addenda are unchanged, with the exception that the City's performance and obligation to pay is contingent upon an annual appropriation by City Council for the period of this contract beyond September 30th of this year.

As a result of the Contractor's acceptance to provide the "Renewal Option" as specified in the original contract, the following modifications to the original contract will become effective October 1, 2016.

1. SECTION 3 – COSTING METHODOLOGY - Adjustments to the Approved Budget - are amended as follows:

(a) Annual Adjustments - The Approved Budget, including Contractor's fee, shall be adjusted each year of the Contract to take into account changes in the cost of doing business. Each year, the Approved Budget may be increased, in accordance with the Consumer Price Index (CPI-U), not seasonally adjusted, US City Average, Transportation Maintenance and Repair Category, not to exceed 5.1% as published in the U.S. Dept of Labor, Bureau of Labor Statistics – January results, prior to the contract anniversary date. Negotiations for each year's contract renewal will start in April preceding the contract expiration date. Either party has the right to issue a written notice of termination following a non-resolution of contract negotiations; the Contract will remain in place for one hundred eighty (180) days from receipt of said written notice.

(b) Changes in the Size or Mix of the Fleet - The Approved Budget shall be adjusted to correspond to increases or decreases in the fleet size or the type of equipment in each class if such changes are at least five percent (5%) on a prorated unit cost basis. Once there are a cumulative number of increases or decreases in fleet size or type of equipment, adjustments shall be made at the next annual contract renewal.

(c) Fleet – If the City increases or decreases its fleet and equipment size by 5% or more, then the parties agreed to negotiate adjustments to the Operating Target.

2. The non-contract repair rate is hereby continued at \$20.00/hour.

3. FY'17 City of Port St Lucie's First Vehicle Services annual budget will be increased by 1.60% for a total amount of **\$1,872,736.00**. The performance bond shall remain at the decreased amount of \$250,000.

First Vehicle Services

	Contract Term		
City of Port St. Lucie Annual Budget 2016/2017	10/1/16 - 9/30/17		
	<u>BUDGET</u>	<u>CPI</u>	<u>BUDGET</u>
	2015/2016	Jan-16	2016/2017
PARTS	\$744,186	1.60%	\$756,093
LABOR	\$877,313	1.60%	\$891,350
OVERHEAD EXPENSE	\$ 83,311	1.60%	\$ 84,644
ADMINISTRATIVE EXPENSE	\$ 61,527	1.60%	\$ 62,511
MANAGEMENT EXPENSE	\$ 76,907	1.60%	\$ 78,138
TOTAL	\$1,843,244		\$1,872,736
NON-CONTRACT LABOR RATE	\$20/Hour		\$20/Hour

4. Contractor shall implement a reoccurring monthly report for maintenance costs on the City's aging fleet.
5. Contractor shall provide access and training to designated City personnel on utilization of the First Vehicle Services reports portal no later than December 31, 2016. Reports will include, but not be limited to; work order cost data by work category and subcategory.
6. Contractor shall continue to provide unscheduled repairs to vehicles under the following established repair priority system.
 - a. Top Priority: Police patrol vehicles, emergency vehicles, and Quick Fixes.
 - b. Second Priority: Pool vehicles and facility maintenance vehicles, work trucks, pickups, utility vehicles and equipment.
 - c. Third Priority: All other vehicles and equipment units, such as administrative sedans and small engine equipment.

7. Insurance Requirements:

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. 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.

The Contractor is required to provide Garage Keepers Legal Liability covering City owned and leased on a primary basis left in the care, custody and control of Contractor. Required limit will be the maximum value of city vehicles in contractor's care and custom at any one time.

Pollution Liability may be required depending upon scope of services.

Professional Liability may be required depending upon scope of services.

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 Fleet Maintenance and Fleet Services and 20040059 shall listed as additional insured.**" Such Insurance coverage shall extend to liability arising out of the test driving or pickup and delivery of City-owned units by the Contractor's employees. 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.

8. Record Retention:

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.dns.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
prc@cityofpsl.com

9. All other terms and conditions of the original contract and/or Addenda apply.

(balance of the page is left 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: **First Vehicle Services**

State of: _____

County of: _____

Before me personally appeared: _____
(please print)

Personally known _____

or Produced Identification: _____
(type of identification)

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)

First Vehicle Services

1000 W. McNab Road
 Suite 103
 Pompano Beach, FL 33069
 Tel: 954-946-5775
 Fax: 954-946-0024

March 14, 2016

Dave Pollard
 Director OMB
 City of Port St. Lucie
 Port St. Lucie, FL 34984

Dear Mr. Pollard,

I would like to thank your team for another great year of cooperation. I feel we have accomplished all our goals so far this contract year as set forth in our prior meetings. It is our intention to continue providing a high level of service to The City of Port St. Lucie as we strengthen our partnership going forward. Enclosed is our 2016/2017 contract year budget request.

Pursuant to Contract Amendment 4 Section 3(a) Annual Adjustments, we are requesting a contract rate increase beginning October 1, 2016 equal to the January 2016 Motor Vehicle Maintenance and Repair CPI of 1.6%. I have included the information for your review.

Additionally, we are not requesting an increase in our non-contract labor rate. At our current non-contract rate of \$20/hour we are under our actual average rate cost by \$15/hour.

Motor Vehicle Maintenance and Repair, January 2016 CPI =1.6%													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2005	2.9	2.9	3.1	3.2	3.3	3.2	3.2	3.2	4.0	4.0	3.7	3.6	3.3
2006	3.5	4.4	4.3	4.3	4.5	4.6	4.8	4.3	4.0	4.1	3.8	3.8	4.2
2007	3.8	3.6	3.6	3.6	3.3	3.3	3.1	3.6	3.4	2.9	3.3	3.3	3.4
2008	3.9	3.7	3.9	4.1	4.4	4.8	5.1	5.4	5.7	5.9	5.9	5.9	4.9
2009	5.9	5.7	5.4	5.3	4.6	4.1	3.5	3.1	3.1	3.0	2.7	2.5	4.1
2010	1.9	1.8	1.9	1.9	2.0	2.0	1.9	2.0	1.9	1.8	1.8	1.9	1.9
2011	2.1	2.0	1.7	1.7	2.0	2.0	2.1	2.0	2.4	2.4	2.3	2.2	2.1
2012	2.3	2.4	2.3	2.0	2.0	2.0	1.8	1.7	1.1	1.1	1.3	1.3	1.8
2013	1.3	1.3	1.4	1.5	1.4	1.4	1.9	1.9	1.9	1.7	1.5	1.6	1.6
2014	1.5	1.6	1.5	1.6	1.5	1.6	1.5	1.4	1.6	1.9	2.1	2.1	1.7
2015	2.0	1.7	1.8	2.1	2.2	2.0	1.8	1.8	1.4	1.4	1.4	1.6	1.8
2016	1.6												

First Vehicle Services

1000 W. McNab Road
Suite 103
Pompano Beach, FL 33069
Tel: 954-946-5775
Fax: 954-946-0024

First Vehicle Services

City of Port St. Lucie Annual Budget 2016/2017

Contract Term

10/1/16 - 9/30/17

	<u>BUDGET</u>	<u>CPI</u>	<u>BUDGET</u>
	2015/2016	Jan-16	2016/2017
PARTS	\$744,186	1.60%	\$756,093
LABOR	\$877,313	1.60%	\$891,350
OVERHEAD EXPENSE	\$83,311	1.60%	\$84,644
ADMINISTRATIVE EXPENSE	\$61,527	1.60%	\$62,511
MANAGEMENT EXPENSE	\$76,907	1.60%	\$78,138
TOTAL	\$1,843,244		\$1,872,736
NON-CONTRACT LABOR RATE	\$20/Hour		\$20/Hour

We are respectfully requesting a contract rate increase beginning October 1, 2016 equal to 1.6%, which will increase the yearly contract price from \$1,843,244 to \$1,872,736. The non-contract labor rate will remain at \$20 per hour.

We hope you will agree this request more than fairly addresses the needs of the City. We appreciate your business and look forward to working in partnership with you and the City of Port St. Lucie for many years to come. Please feel free to call me directly with any questions you may have.

Best regards,



Robert Staff
Regional Vice President
First Vehicle Services
1000 W. McNab Road Suite103
Pompano, Florida 33069

Table 3. Consumer Price Index for all Urban Consumers (CPI-U): U.S. city average, detailed expenditure categories -Continued

(1982-84=100, unless otherwise noted)

Item and Group	Relative importance, December 2015	Unadjusted indexes		Unadjusted percent change to Jan. 2016 from—		Seasonally adjusted percent change from—		
		Dec. 2015	Jan. 2016	Jan. 2015	Dec. 2015	Oct. to Nov.	Nov. to Dec.	Dec. to Jan.
Expenditure category								
Moving, storage, freight expense ³	.114	148,781	147,416	10.6	-0.9	-0.2	3.5	-0.7
Repair of household items ^{1 3}	.087	222,580	222,399	1.9	-1	.8	-4	-1
Apparel	3.101	122,792	121,878	-5	-.7	-.1	-.2	.6
Men's and boys' apparel	.789	117,445	117,184	.7	-.2	.2	.2	-.2
Men's apparel	.629	120,852	120,304	.5	-.5	.0	.5	-.8
Men's suits, sport coats, and outerwear	.094	102,792	106,139	-1.9	3.3	-3.1	-.5	1.4
Men's furnishings	.207	156,833	152,554	1.6	-2.7	2.4	2.7	-3.3
Men's shirts and sweaters ³	.176	78,341	75,774	-.7	-3.3	-1.1	.1	-2.9
Men's pants and shorts	.145	118,334	122,810	2.6	3.8	.6	2.0	.2
Boys' apparel	.160	103,801	104,518	1.3	.7	2.0	-1.9	1.4
Women's and girls' apparel	1.250	107,397	105,148	-2.1	-2.1	-.4	-.3	.6
Women's apparel	1.041	110,148	107,355	-2.1	-2.5	-.5	-.3	.0
Women's outerwear	.072	110,278	111,136	-1.1	.8	-3.5	-2.0	7.2
Women's dresses	.143	111,288	106,391	-6.4	-4.4	-.7	-2.1	1.5
Women's suits and separates ³	.471	77,620	74,960	-2.0	-3.4	-.4	-.4	-1.2
Women's underwear, nightwear, sportswear and accessories ³	.346	104,513	103,212	-.7	-1.2	-.9	1.1	-1.6
Girls' apparel	.208	94,264	94,371	-2.3	.1	.4	-.3	3.7
Footwear	.696	134,891	134,236	.3	-.5	.0	-.1	1.0
Men's footwear ¹	.213	134,994	136,671	-5	1.2	.4	-2.0	1.2
Boys' and girls' footwear	.170	148,685	147,475	.0	-.8	-.8	-.9	1.4
Women's footwear	.313	127,630	125,739	.9	-1.5	-.3	.6	.2
Infants' and toddlers' apparel	.157	118,249	116,208	-.4	-1.7	1.0	-4.0	-.2
Jewelry and watches ⁸	.209	155,163	163,268	1.8	5.2	-.9	.5	3.2
Watches ^{1 8}	.077	120,634	123,781	.8	2.6	-1.3	-1.6	2.6
Jewelry ⁸	.133	160,056	170,841	2.9	6.7	-1.3	1.4	4.1
Transportation	15.259	191,528	190,162	-.4	-.7	.4	-1.0	-.8
Private transportation	14.125	186,117	184,734	-.4	-.7	.4	-1.1	-1.0
New and used motor vehicles ³	6.604	99,686	100,009	.5	.3	.1	.1	.4
New vehicles	3.742	146,817	147,456	.6	.4	.0	.0	.3
New cars and trucks ^{2 3}	-	101,767	102,208	.6	.4	.0	.0	.3
New cars ²	-	143,638	144,279	.0	.4	-.2	.1	.3
New trucks ^{2 8}	-	155,519	156,133	1.1	.4	.2	-.1	.3
Used cars and trucks	2.101	142,474	142,668	-.9	-.1	.1	.2	.1
Leased cars and trucks ¹¹	.570	85,614	85,636	.0	.0	1.5	1.5	.3
Car and truck rental ³	.095	115,745	118,108	-7.8	2.0	-3.4	-4.3	4.0
Motor fuel	3.048	180,452	172,378	-7.7	-4.5	.8	-4.8	-4.8
Gasoline (all types)	3.000	179,496	171,574	-7.3	-4.4	.8	-4.8	-4.8
Gasoline, unleaded regular ²	-	175,324	167,156	-8.2	-4.7	.8	-5.0	-5.0
Gasoline, unleaded midgrade ^{2 12}	-	193,827	186,168	-4.8	-4.0	.2	-4.7	-4.6
Gasoline, unleaded premium ²	-	193,284	187,590	-2.5	-2.9	1.1	-3.3	-3.3
Other motor fuels ³	.048	170,851	156,682	-26.3	-8.3	-1.4	-2.2	-5.4
Motor vehicle parts and equipment ¹	.396	144,245	144,784	-.1	.4	.5	.2	.4
Tires ¹	.238	126,410	127,050	-.4	.5	.4	.2	.5
Vehicle accessories other than tires ^{1 3}	.158	166,405	166,692	.6	.2	.7	.1	.2
Vehicle parts and equipment other than tires ^{1 2}	-	157,142	157,261	1.1	-.1	.8	.0	.1
Motor oil, coolant, and fluids ^{1 2}	-	369,702	370,615	-.1	.2	.9	1.1	.2
Motor vehicle maintenance and repair ¹	1.167	272,967	273,097	1.6	.0	-.1	.3	.0
Motor vehicle body work ¹	.057	283,234	283,568	1.4	.1	.1	.0	.1
Motor vehicle maintenance and servicing ¹	.677	244,900	245,145	1.1	.1	.2	.2	.1
Motor vehicle repair ^{1 3}	.391	169,787	169,718	1.9	.0	.0	.5	.0
Motor vehicle insurance	2.379	474,392	475,456	5.4	.2	1.0	.5	.4
Motor vehicle fees ^{1 3}	.530	180,576	181,485	2.8	.5	.0	.0	.5
State motor vehicle registration and license fees ^{1 3 6}	.285	171,738	172,198	3.1	.3	.0	.0	.3
Parking and other fees ³	.234	195,285	196,826	2.3	.8	.2	.1	.3
Parking fees and tolls ^{1 2 3}	-	217,384	219,452	2.8	1.0	.1	.2	1.0
Automobile service clubs ^{1 2 3}	-	125,895	126,319	.4	-.3	.1	.0	.3
Public transportation	1.135	262,787	261,893	-.1	-.3	.0	.1	.7
Airline fare	.669	278,658	278,334	-1.7	-.1	.2	-.1	1.2
Other intercity transportation	.180	158,511	155,683	3.2	-1.8	-1.1	.3	.1

See footnotes at end of table.

EAM

Work Request Work Equipment Operations

Inbox

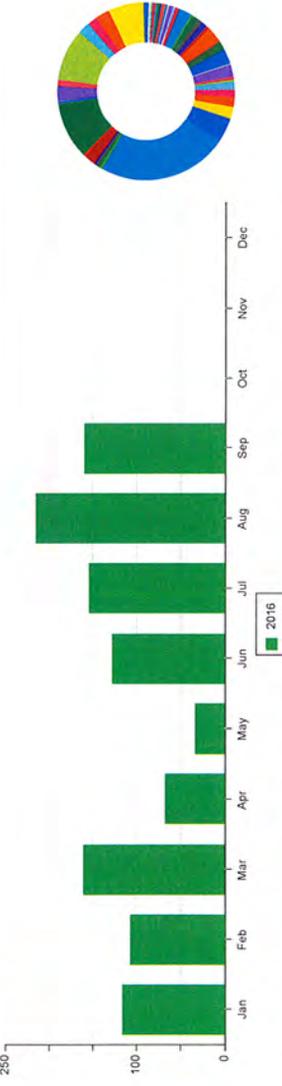
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There are no records to display.

FirstSource PR

Chart Controls

2016



Organization: 4781
 Chart Type: PMs Completed
 Chart Period: Months
 Department: All
 Show Year/Year:

KPIs

Resize KPIs

59 495 1008 261 747

Board Check

PM DETAILS

PTSTLUCIE Fleet

PTSTLUCIE Equipment

PTSTLUCIE Vehicle Fleet

EAM

Work Request Work Equipment Operations

Inbox

Folder: Operations

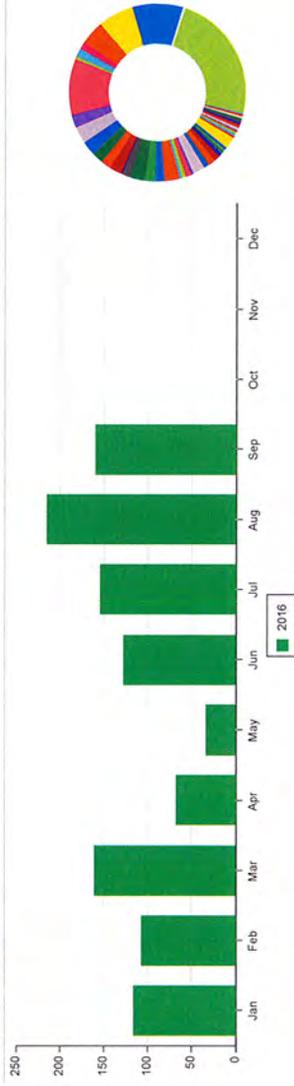
There are no records to display.

FirstSource PROD

Chart Controls

Organization: 1781
 Chart Type: PMs Completed
 Chart Period: Months
 Department: All
 Show Year/Year:

2016



KPIs

Back

Resize KPIs

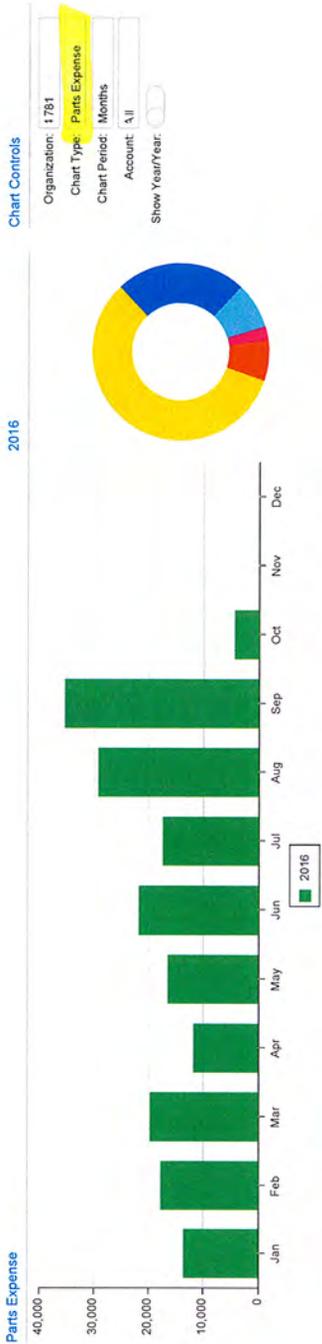
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Awaiting Shop	In Shop	Awaiting Estimate	Work Awaiting Approval	Awaiting Parts	Available Parts	Awaiting Vendor	Supervisor Review

0

QA Inspection

EAM
Work Request Work Equipment Operations

FirstSource PROD



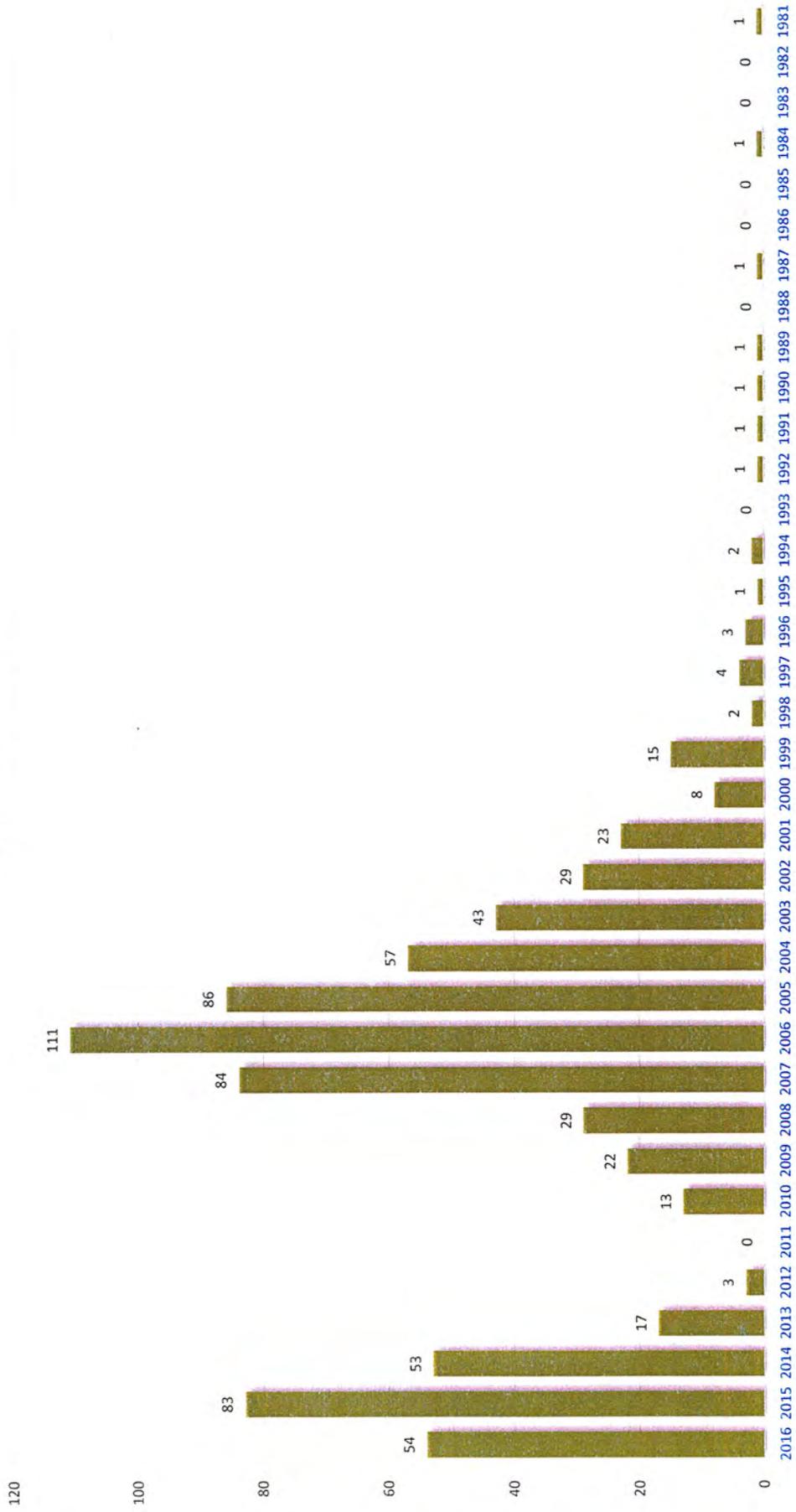
KPIs

Resize KPIs

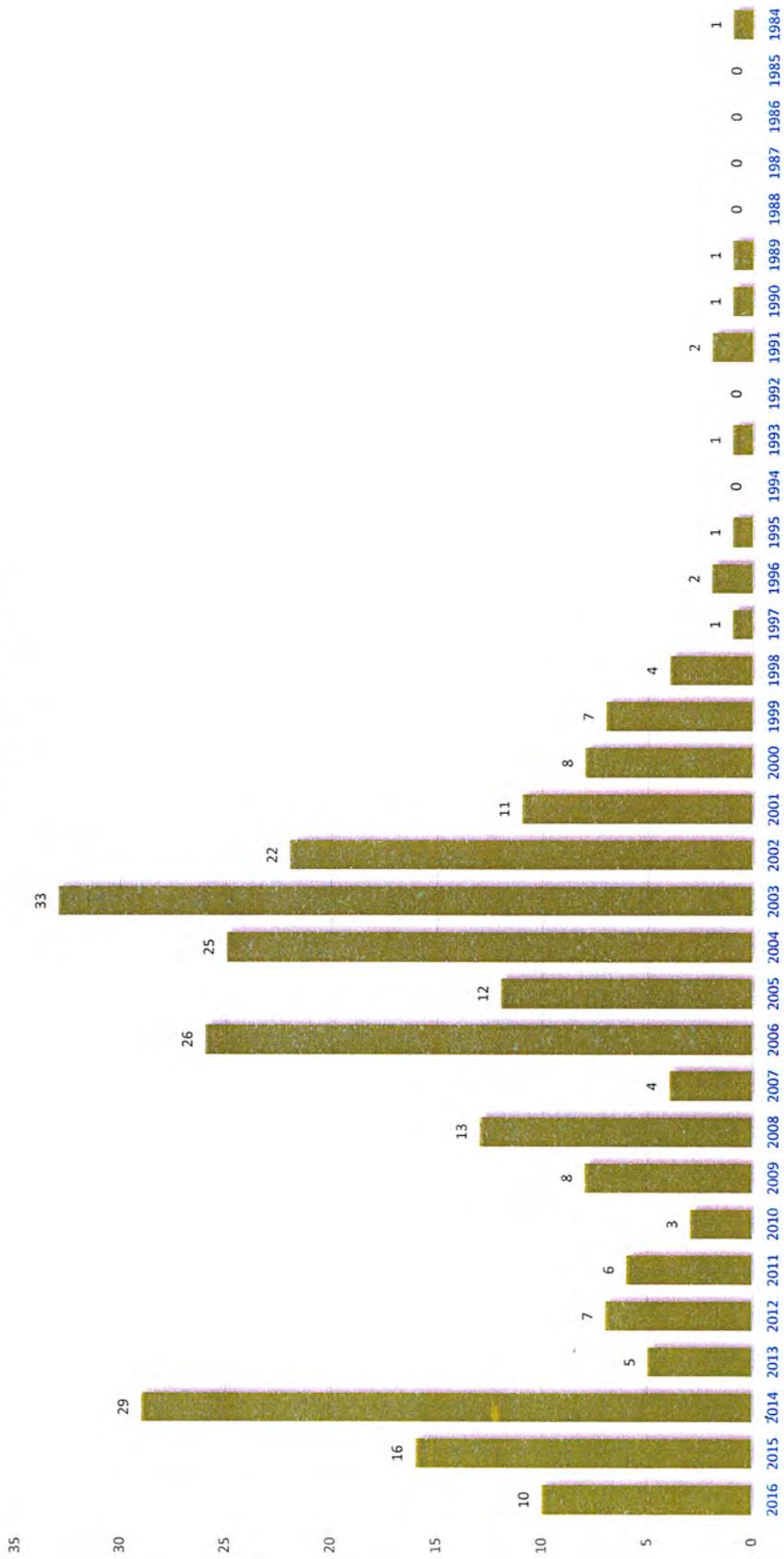
65 453 1005 265 740

Board Check PM DETAILS PTSTLUCIE Fleet PTSTLUCIE Equipment PTSTLUCIE Vehicle Fleet

Age of Fleet - Vehicles



Age of Fleet - Equipment





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7H

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney *RO*

Agenda Item: Motion: Declaration of Unity of Title – **William J. Colosi and Deneen Colosi, husband and wife**, to combine Lot 4 and Lot 5, Block 1987, Port St. Lucie Section Nineteen.

Submittal Date: **9/23/2016**

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

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

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

ANALYSIS: In accordance with the applicable City codes, rules and policies, the owners of record, William J. Colosi and Deneen Colosi, husband and wife, desire to join the following lands described as Lot 4 and Lot 5, Block 1987, Port St. Lucie Section

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

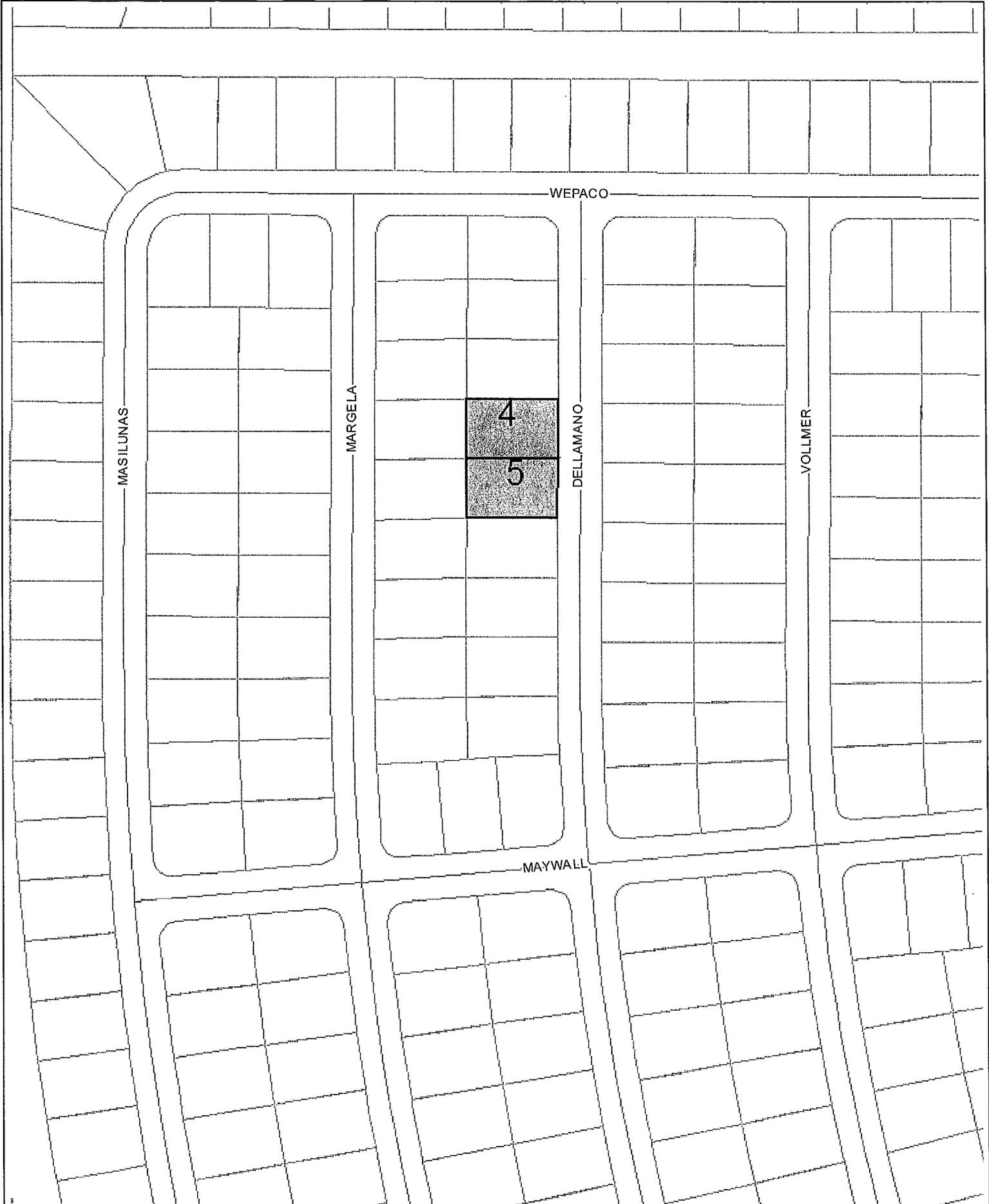
LOCATION OF PROJECT: See attached map, Lot 4 and Lot 5, Block 1987, Port St. Lucie Section Nineteen

ATTACHMENTS: Map and Declaration of Unity of Title

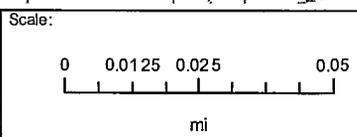
RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE



Unity of Title
Lot 4 and Lot 5



This instrument was prepared under the direction of:

O. Reginald Osenton, City Attorney

Prepared by:

Nancy Hodde, Legal Secretary

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, FL 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **WILLIAM J. COLOSI and DENEEN COLOSI, husband and wife**, are the fee simple owners of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lot 4 and Lot 5, Block 1987, Port St. Lucie Section Nineteen, according to the plat thereof, as recorded in Plat Book 13, at Pages 19, 19A to 19K, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agree to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and

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

IN WITNESS WHEREOF, the undersigned have caused the hands and seals of the undersigned to be affixed hereto on this _____ day of _____, 2016.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

OWNER(S)

Print Name: _____
Witness

Print Name: WILLIAM J. COLOSI

Print Name: _____
Witness

Print Name: _____
Witness

Print Name: DENEEN COLOSI

Print Name: _____
Witness

NOTARIZATION AS TO OWNER'S EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by WILLIAM J. COLOSI and DENEEN COLOSI [] who are personally known to me, or who have [] produced the following identification _____ to be the persons who executed the foregoing instrument.

NOTARY SEAL/STAMP

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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7I

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E. Interim City Manager

FROM: O. Reginald Osenton, City Attorney *RO*

Agenda Item: Motion: Declaration of Unity of Title – **COFFEE PORT ST LUCIE, LLC, a Florida Limited Liability Company**, to combine Lots 3, 4, 20 and 21, Block 703, Port St. Lucie Section Eighteen

Submittal Date: 9/23/2016

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

BACKGROUND: A Declaration of Unity of Title is being placed on the property so that the parcels may be combined and considered as one parcel or plot of land for future development. The applicant desires to rezone the future land use designation for the subject site from Single Family Residential (RS-2) to Commercial General (CG) for the purpose of constructing a restaurant.

ANALYSIS: Pursuant to Chapter 158, Appendix B. Section V of the Port St. Lucie Code of Ordinances, a Declaration of Unity of Title for COFFEE PORT ST LUCIE, LLC, a Florida Limited Liability Company, to combine lots 3, 4, 20 and 21, Block 703, Port St. Lucie Section Eighteen, is presented for City Council consideration.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: See attached map, Lots 3, 4, 20 and 21, Block 703, Port St. Lucie Section Eighteen

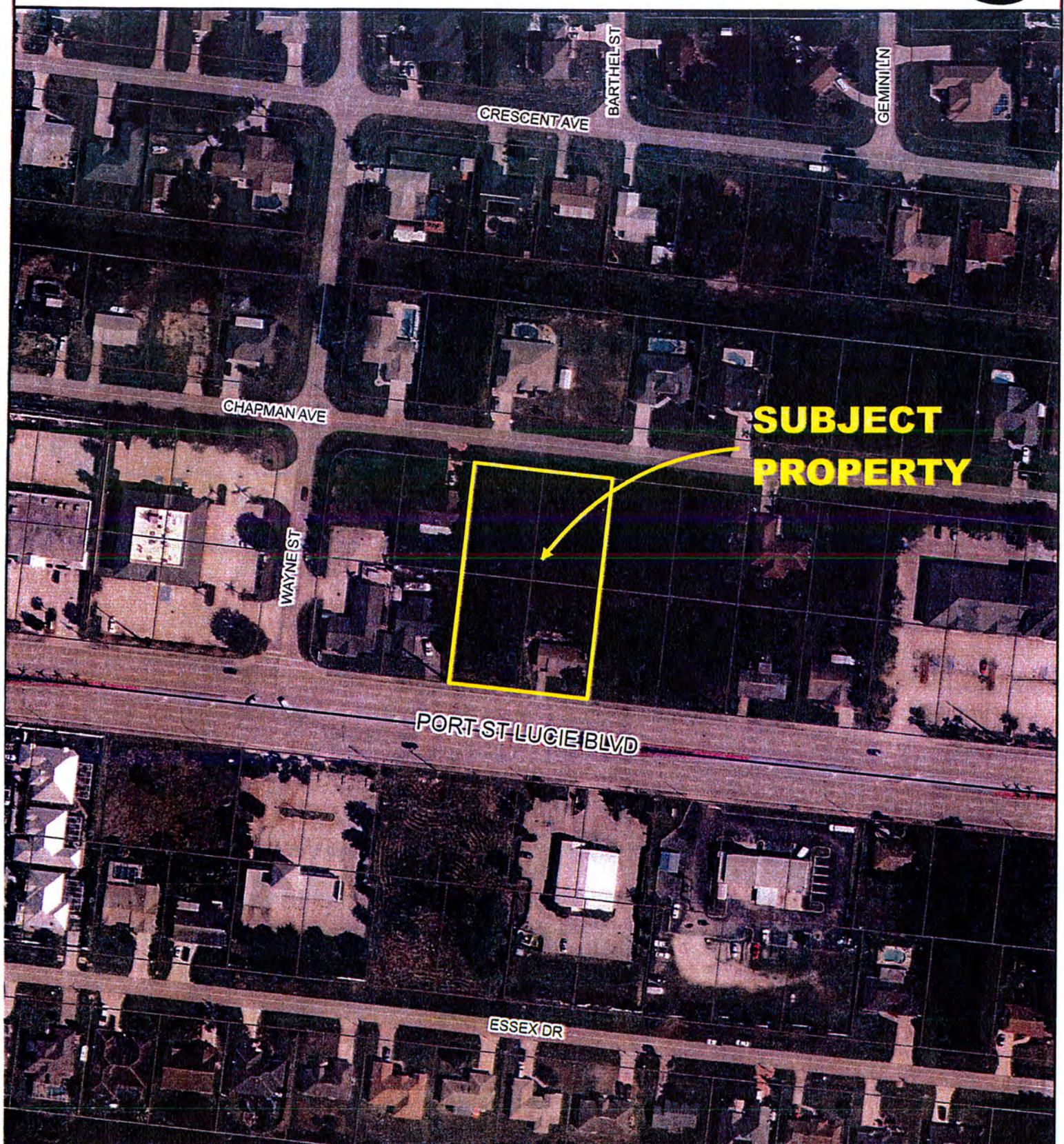
ATTACHMENTS: Map; Declaration of Unity of Title

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

AERIAL



**SUBJECT
PROPERTY**

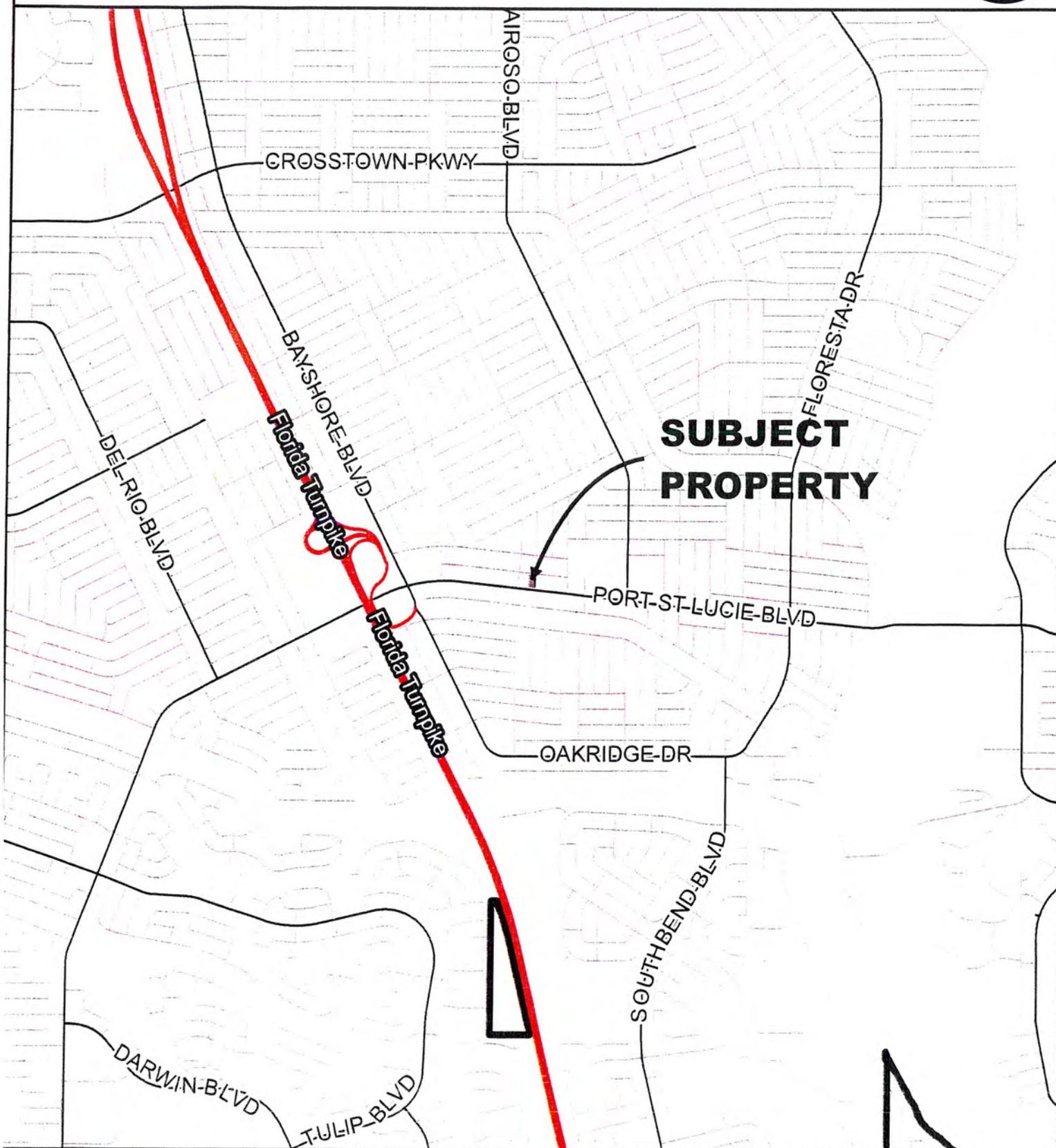


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
COFFEE PORT ST. LUCIE, LLC
SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21
AERIAL DATE 2014

DATE:	7/11/2016
APPLICATION NUMBER:	P16-085
USER:	patricias
SCALE:	1 in = 150 ft

GENERAL LOCATION



**SUBJECT
PROPERTY**

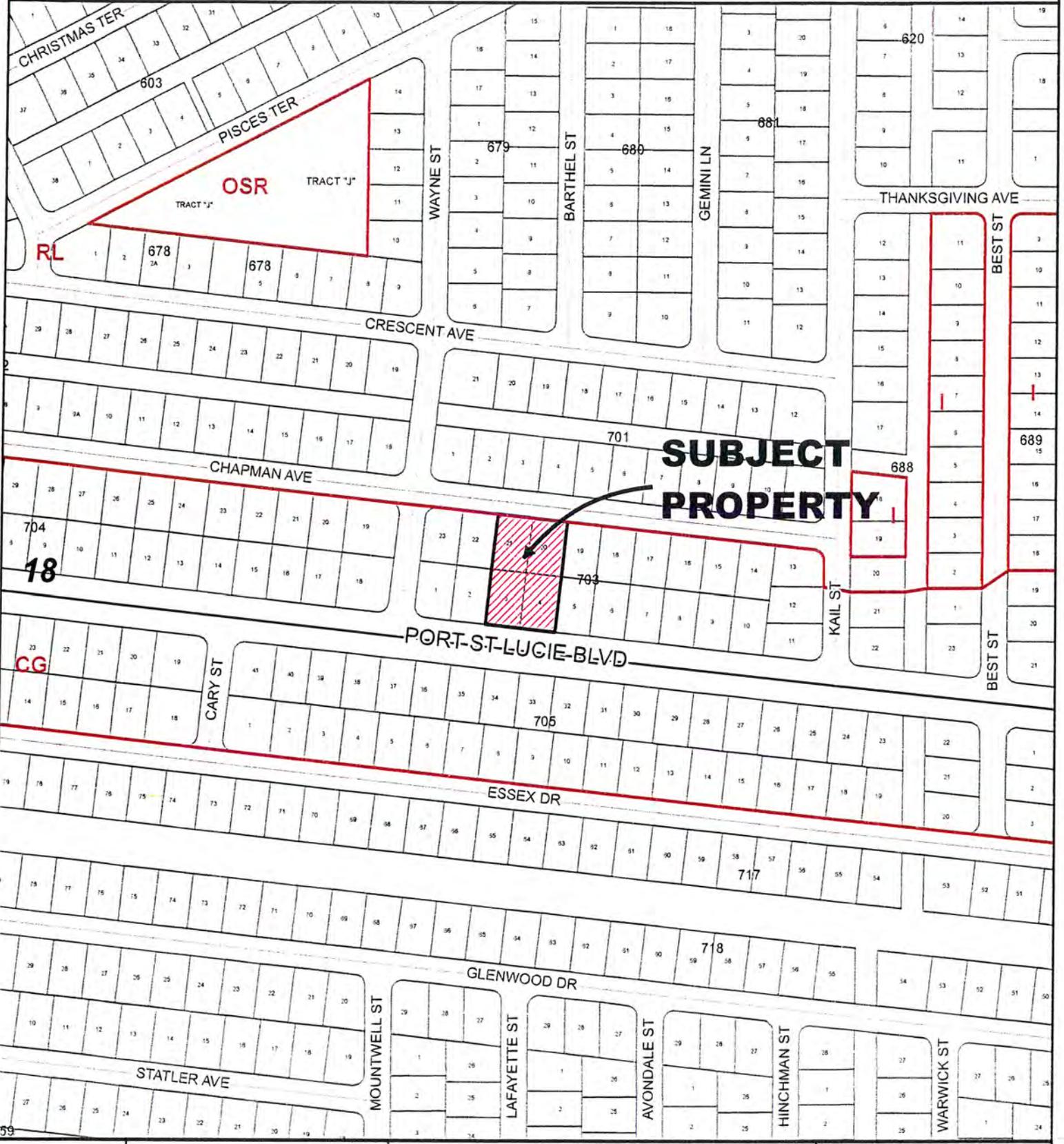


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
COFFEE PORT ST. LUCIE, LLC
SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21

DATE:	7/11/2016
APPLICATION NUMBER:	P16-085
USER:	patricias
SCALE:	1 in = 0.5 miles

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
COFFEE PORT ST. LUCIE, LLC
SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21

DATE:	7/11/2016
APPLICATION NUMBER:	P16-085
USER:	patricias
SCALE:	1 in = 300 ft

This instrument was prepared under the direction of:

O. Reginald Osenton, Esquire

City Attorney

Prepared by:

Nancy Hodde, Legal Secretary

CITY OF PORT ST. LUCIE

City Attorney's Office

121 S.W. Port St. Lucie Boulevard

Port St. Lucie, Florida 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **COFFEE PORT ST LUCIE, LLC, a Florida Limited Liability Company**, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 3, 4, 20 and 21, Block 703, Port St. Lucie Section Eighteen, according to the plat thereof, as recorded in Plat Book 13, at Pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7J

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney *OR*

Agenda Item: Motion: Declaration of Unity of Title **-S & W Land Investments, LLC, a Florida Limited Liability Company**, to combine Lots 9, 10, 11, 15 and 16, Block 1662, Port St. Lucie Section Five

Submittal Date: 9/27/2016

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

BACKGROUND: A Declaration of Unity of Title is being placed on the property so that the parcels may be combined and considered as one parcel or plot of land for future development. The applicant desires to rezone the future land use designation for the subject site from Single Family Residential (RS-2) to Institutional (ROI) for the purpose of constructing an enclosed assembly area/church.

ANALYSIS: Pursuant to Chapter 158, Appendix B. Section V of the Port St. Lucie Code of Ordinances, a Declaration of Unity of Title for S & W Land Investments, LLC, a Florida Limited Liability Company, to combine Lots 9, 10, 11, 15 and 16, Block 1662, Port St. Lucie Section Five, is being presented for City Council consideration

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: See attached map, Lots 9, 10, 11, 15 and 16, Block 1662, Port St. Lucie Section Five

ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

AERIAL



**SUBJECT
PROPERTY**

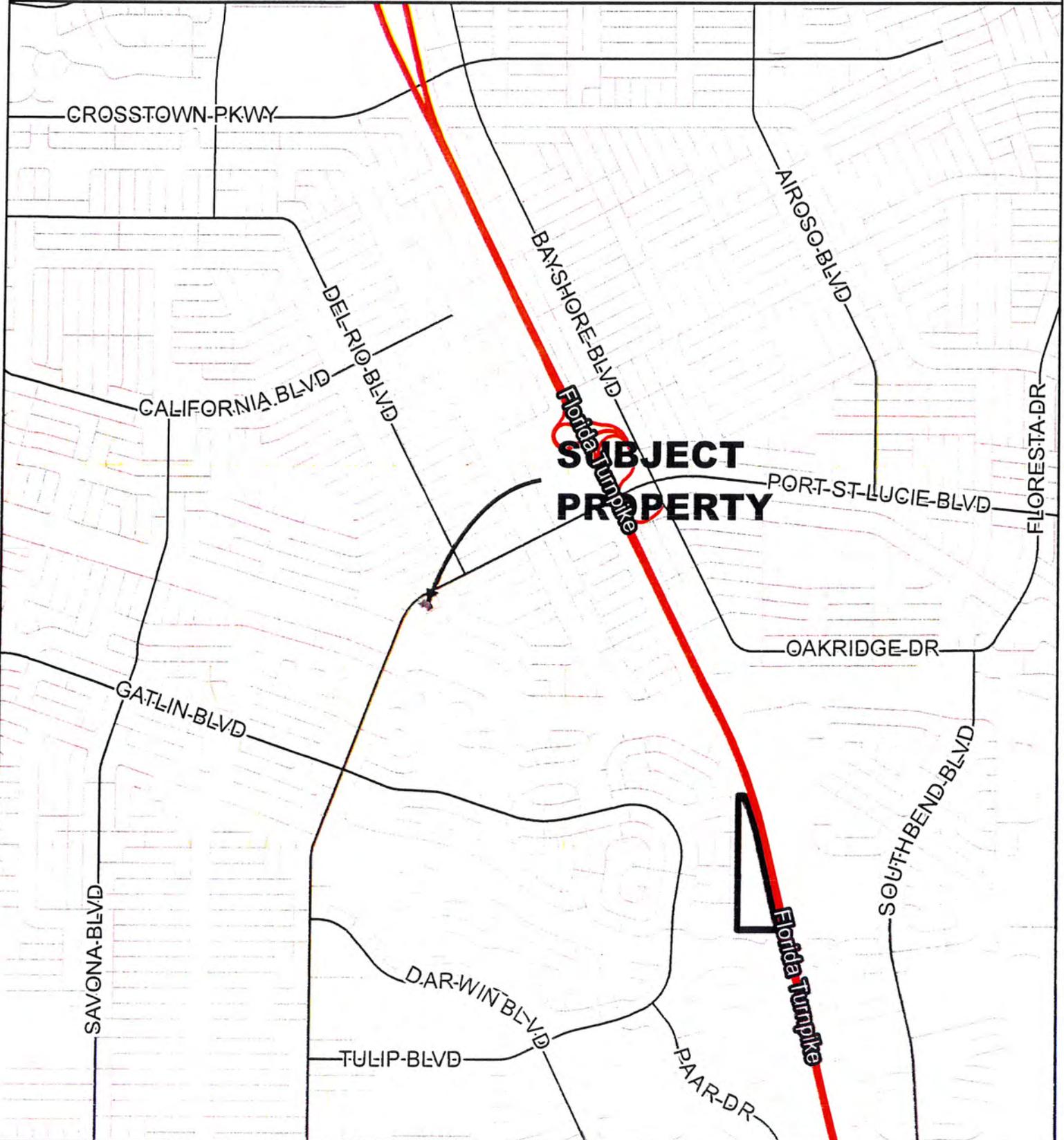


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
S & W LAND INVESTMENTS
SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16
AERIAL DATE 2014

DATE: 9/8/2016
APPLICATION NUMBER:
P16-149
USER: patricias
SCALE: 1 in = 200 ft

GENERAL LOCATION

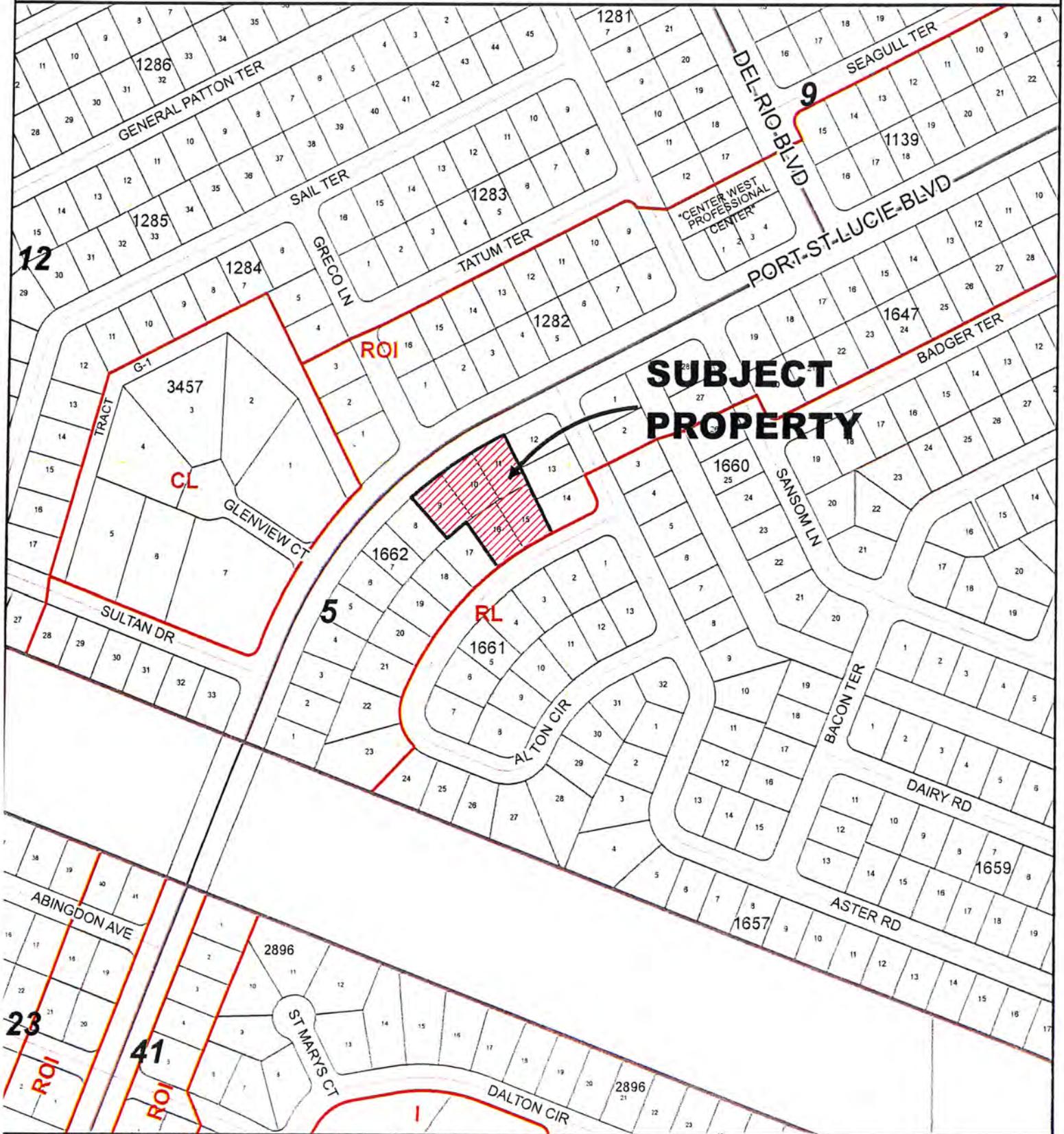


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
S & W LAND INVESTMENTS
SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16

DATE:	9/8/2016
APPLICATION NUMBER:	P16-149
USER:	patricias
SCALE:	1 in = 0.5 miles

FUTURE LAND USE

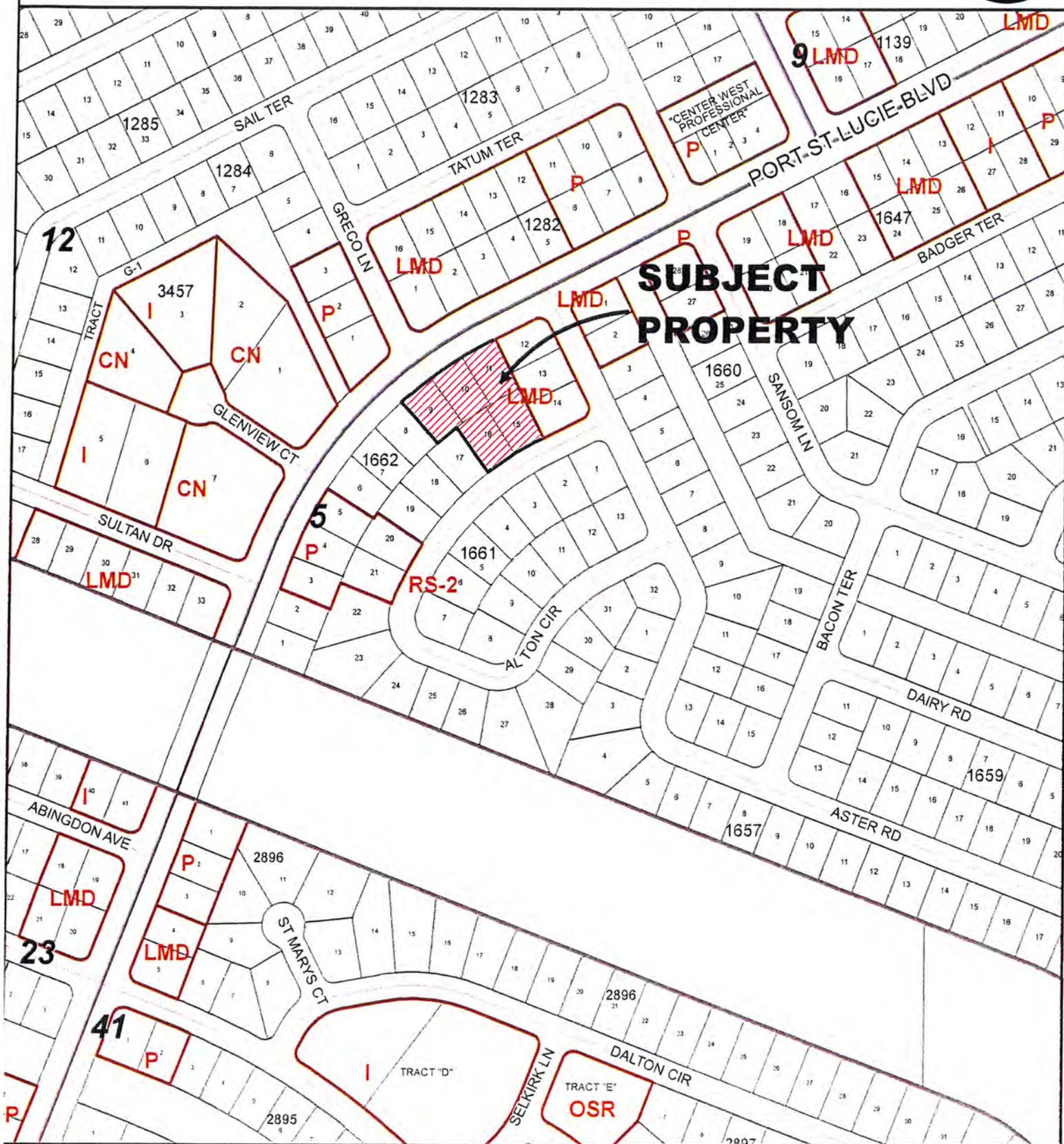


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
S & W LAND INVESTMENTS
SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16

DATE: 9/8/2016
APPLICATION NUMBER: P16-149
USER: patricias
SCALE: 1 in = 300 ft

EXISTING ZONING



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
S & W LAND INVESTMENTS
SECTION 5, BLOCK 1662, LOTS 9-11 & 15-16

DATE: 9/8/2016
APPLICATION NUMBER: P16-149
USER: patricias
SCALE: 1 in = 300 ft

This instrument was prepared under the direction of:

O. Reginald Osenton, Esquire
City Attorney

Prepared by:

Nancy Hodde, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **S & W Land Investments, LLC, a Florida Limited Liability Company**, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 9, 10, 11, 15 and 16, Block 1662, Port St. Lucie Section Five, according to the Plat thereof, as recorded in Plat Book 12, at Pages 15A through 15E, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and

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

IN WITNESS WHEREOF, the undersigned has caused the hand and seal of the undersigned to be affixed hereto on this _____ day of _____, 2016.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

OWNER

Print Name: _____
Witness

Print Name: _____
S & W Land Investments, LLC
Brian Breslaw, Manager
698 SW Port St. Lucie Blvd., #109
Port St. Lucie, FL 34953

Print Name: _____
Witness

NOTARIZATION AS TO OWNER EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2016, by _____, as _____ for S & W Land Investments, LLC, a Florida Limited Liability Company, who is personally known to me, or who has [] produced the following identification _____ to be the person who executed the foregoing instrument.

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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7K

Meeting Date: ~~10/10/16~~

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney *RO*

Agenda Item: Motion: Declaration of Unity of Title – **EKVM Properties Limited Partnership, a Florida Limited Partnership**, to combine Lots 8, 9, 10, 11, 12, 13 and 14, Block 1663, Port St. Lucie Section Thirty-One

Submittal Date: 9/23/2016

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

BACKGROUND: A Declaration of Unity of Title is being placed on the property so that the parcels may be combined and considered as one parcel or plot of land for future development. The applicant desires to rezone the future land use designation for the subject site to Professional Zoning District (P), as originally zoned before the expired LMD zoning, for the purpose of constructing a new medical office/kidney dialysis center.

ANALYSIS: Pursuant to Chapter 158, Appendix B, Section V of the Port St. Lucie Code of Ordinances, a Declaration of Unity of Title for EKVM Properties Limited Partnership, a Florida Limited Partnership, to combine lots 8, 9, 10, 11, 12, 13 and 14, Block 1663, Port St. Lucie Section Thirty-One, is being presented for City Council consideration

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Declaration of Unity of Title was prepared by City Attorney, O. Reginald Osenton and is approved as to legal form and sufficiency.

STAFF RECOMMENDATION: Motion to approve.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: See attached map, Lots 8, 9, 10, 11, 12, 13 and 14, Block 1663, Port St. Lucie Section Thirty-One

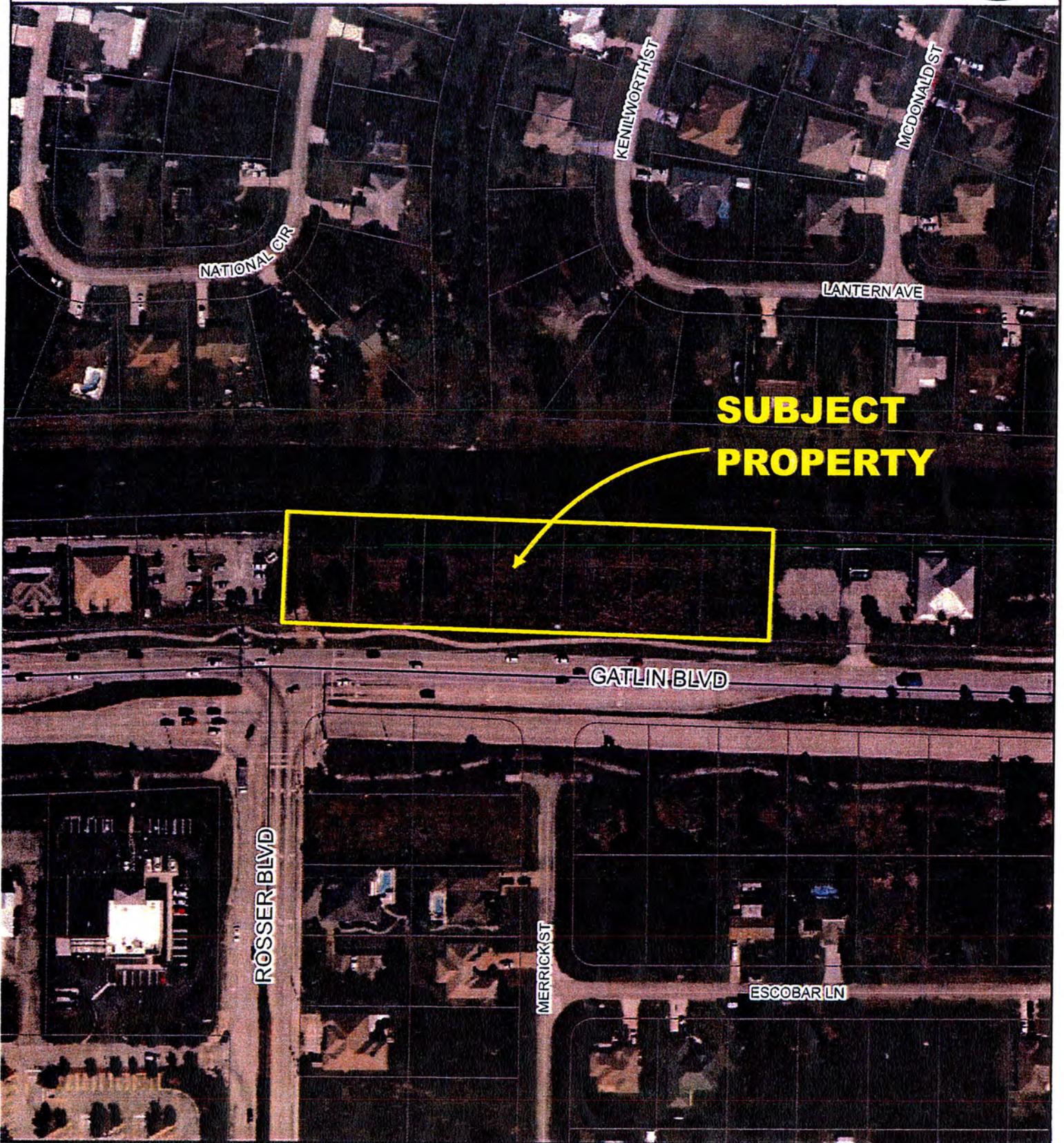
ATTACHMENTS: Map and Declaration of Unity of Title

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

AERIAL



**SUBJECT
PROPERTY**

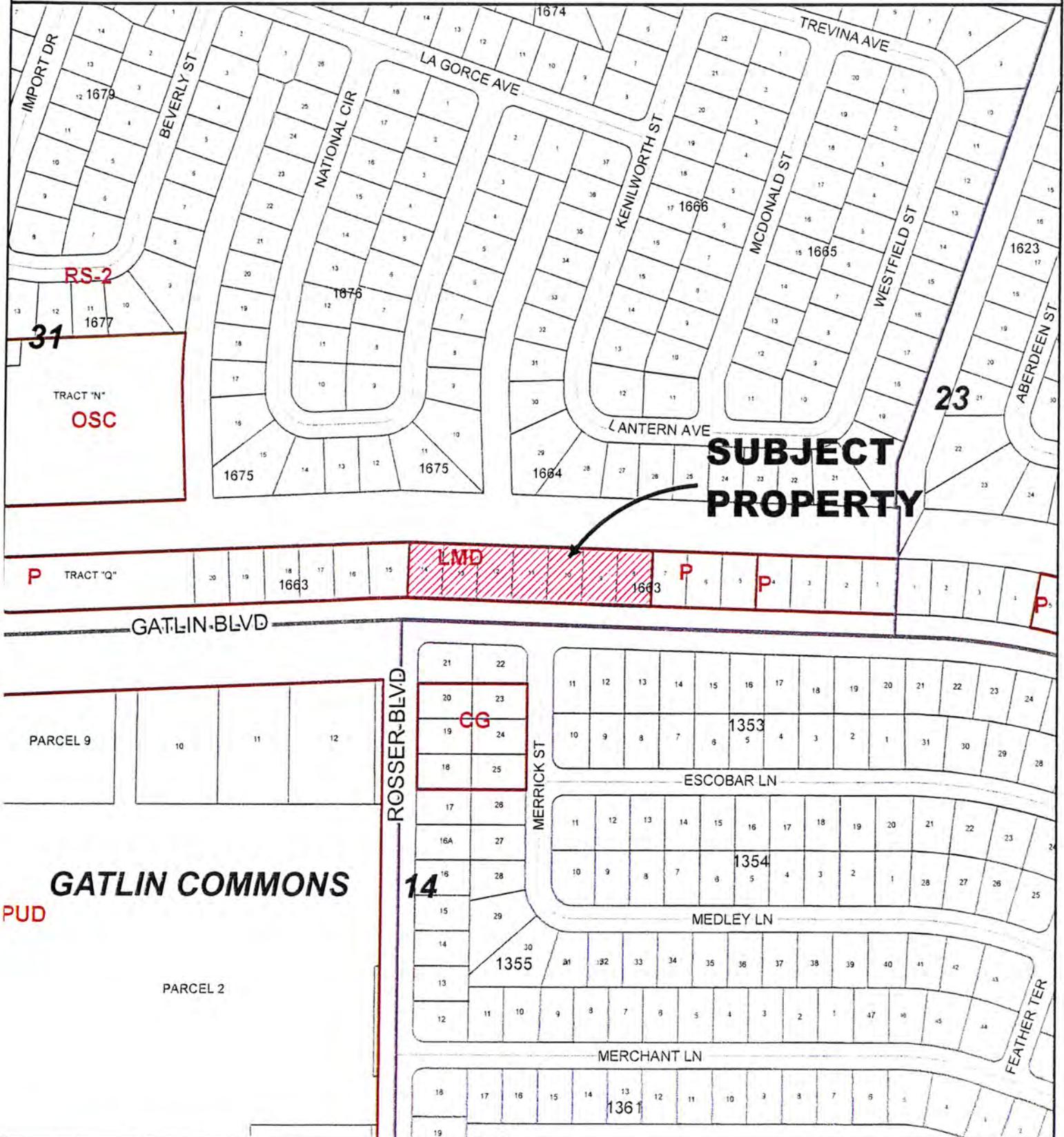


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
GATLIN DIALYSIS
SECTION 31, BLOCK 1663, LOTS 8-14
AERIAL DATE 2014

DATE:	8/3/2016
APPLICATION NUMBER:	P16-124
USER:	patricias
SCALE:	1 in = 150 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
GATLIN DIALYSIS
SECTION 31, BLOCK 1663, LOTS 8-14

DATE:	8/3/2016
APPLICATION NUMBER:	P16-124
USER:	patricias
SCALE:	1 in = 300 ft

This instrument was prepared under the direction of:

O. Reginald Osenton, Esquire
City Attorney

Prepared by:

Nancy Hodde, Legal Secretary
CITY OF PORT ST. LUCIE
City Attorney's Office
121 S.W. Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

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

DECLARATION OF UNITY OF TITLE

KNOW ALL MEN BY THESE PRESENTS that the undersigned, **EKVM Properties Limited Partnership, a Florida Limited Partnership**, is the fee simple owner of the following described real property situated and being in the City of Port St. Lucie, Florida (the "Property"):

Lots 8, 9, 10, 11, 12, 13 and 14, Block 1663, Port St. Lucie Section Thirty-One, according to the plat thereof, as recorded in Plat Book 14, at Pages 22, 22A through 22G, of the Public Records of St. Lucie County, Florida.

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

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

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

FURTHER, the undersigned agrees to indemnify, defend, and hold harmless the City of Port St. Lucie, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and

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

IN WITNESS WHEREOF, the undersigned has caused the hand and seal of the undersigned to be affixed hereto on this _____ day of _____, 2016.

**Signed, sealed and delivered
in the presence of:**

WITNESSES

OWNER

Print Name: _____
Witness

Print Name: _____
EKVM Properties Limited Partnership
MVK Holding Corp., General Partner
By: Silviano Matamoros, President
Port St. Lucie, FL 34986

Print Name: _____
Witness

NOTARIZATION AS TO OWNER EXECUTION

STATE OF FLORIDA)
) ss
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day _____, 2016,
by _____, as _____ for _____,
who is personally known to me, or who has [] produced the following identification _____
_____ to be the person who executed the foregoing instrument.

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



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7L

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: Jasmin Padova, Executive Secretary 

Agenda Item: Motion: Request by James Buchheit with Ft. Pierce Police Athletic League requesting City Sponsorship of the St. Lucie County Toy Run.

Submittal Date: 9/30/2016

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

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

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

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Approve the sponsorship request.

SPECIAL CONSIDERATION: The signage for this event is scheduled to be placed November 11 thru December 11, 2016.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Code compliance summary sheet
Letter from James Buchheit



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

Name of Organization: Ft. Pierce Police Athletic League Toy
Run

Location of Event: 3525 South US Highway 1

Number of Signs: 100

Date range of sign placement: 11/11/2016 to 12/11/2016

Contact Person: Jim Buchheit

Phone: (772) 529-6888

Email: bestbuyvictory@bellsouth.net

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

Staff Recommendation: Approve for Signs

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

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



Application for Special Event Sign

Please submit application to:
Specialeventpermits@cityofpsl.com

Name of Applicant POLICE MIA. LEQUE Date 9-29-2016
Address of Applicant 902 SO 21ST ST City FORT PIERCE State FL Zip 34950
Telephone number of Applicant 772-466-0606 Cell 772-529-6888 Email bestbuyvictory@bellsouth.net
Name of Business/Organization P.A.L.
Address of Business/Organization 902 SO 21ST, FORT PIERCE, FL 34950
Purpose of sign: (Please check box that applies)

Special Event Sign (\$75) "Just Opened" 111 Please circle one: Banner or Feather Flags (Free) Temporary Banner (\$75)

Date(s) signs will be displayed 11-11-2016 Till 12-11-2016

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

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

~~Will signs be located in Tradition? If yes, permission from Tradition Development is needed. (Page 3)~~

Number of signs/banners located in City Limits? 100

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

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

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

Responsible Agent for erecting and removing signs: JAMES BUCHHEIT

Phone Number 772-504-6888

Driver's License Number B230 456-54 085-0 Attach Copy of DL with Application

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

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

Once the application is accepted by our office, the applicant will be contacted within 5-7 business days of approval. All permit fees are non-refundable

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

ACKNOWLEDGEMENT THAT I HAVE READ "APPENDIX A"

Applicants Signature [Signature] Date 9-28-16

Event Request Letter

10-02-2016

RE: 10th Annual St Lucie County Toy Run

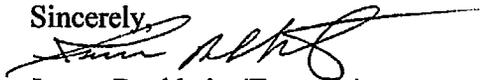
Special Permission

City Zoning

To Whom It May Concern,

The Fort Pierce Police Athletic League Inc. is requesting Special Event Signage permits at the location attached to our application for the purpose of advertising The St Lucie County Toy Run again this year . We are also a 501 (C) (3) which a copy is also attached. This event is a mobile ride encompassing the whole county and benefit all the children in every city in the county. The Ride starts at Best Buy Victory Polaris 3525 South US Highway 1 and final designation is Police Athletic League at 901 South 21st Street Fort Pierce. Last year the Port St Lucie Motor Patrol lead the way for the run and we would welcome them back this year. This is a formal request to have this special event included in The City of Port St Lucie and taken in front of our Mayor and City Council to review and approve. We served over five hundred families across our county. The toys collected is offer to the three different policing agencies Port St Lucie Police Department, St Lucie County Sheriff Department, and Fort Pierce Police Department for distribution. This year event will be held one day December 11th ,2016
We are requesting 100 sign placements at addresses provided in application on November 1th 2016. We recycle the signage and will be removing them the day after the event starting December 12th weather permitting. Lead contact is James Buchheit 761 NE Jordan Terrace, Port St Lucie, Fl 34983 Phone provided in application with alternative Paul Pearson of the Police Athletic League 772-466-0606. In closing the children and I want to Thank You for all consideration in this matter.

Sincerely,



James Buchheit (Treasure)

Board of Director Ft Pierce Police Athletic League.

AN ORDINANCE TO REZONE 0.92 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF PORT ST. LUCIE BOULEVARD, EAST OF WAYNE STREET, SOUTH OF CHAPMAN AVENUE, AND WEST OF KAIL STREET; FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CG (GENERAL COMMERCIAL) FOR A PROJECT KNOWN AS COFFEE PORT ST. LUCIE, LLC (P16-085); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Coffee Port St. Lucie, LLC, hereinafter referred to as the Applicant, seeks to rezone 0.92 acres of property located on the north side of Port St. Lucie Boulevard, east of Wayne Street, south of Chapman Avenue, and west of Kail Street, and within the City of Port St. Lucie, from the zoning designation of RS-2 (Single Family Residential) to CG (General Commercial).

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on September 6, 2016, to consider the rezoning application (P16-085), 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 October 10, 2016, to consider the rezoning application (P16-085), advertising of the public hearing having been made; and

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

Section 1: That the property legally described as Lots 3, 4, 20, and 21, Block 703, Section 18, 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 16-67

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

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A
Meeting Dates: 9/26/16 &
10/10/16

9-26-16
#10A

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager *JB*
THRU: Daniel Holbrook, AICP, Assistant City Manager
Development Director
FROM: Patricia A. Tobin, AICP, Director of Planning and

Agenda Item: Ordinance: Rezoning Application for Coffee Port St. Lucie (P16-085) *1667*

Submittal Date: 9/13/2016

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

BACKGROUND: The proposed request seeks to rezone four lots from RS-2 (Single Family Residential) to CG (General Commercial). This is consistent with the Comprehensive Plan and will allow for commercial development of the site.

ANALYSIS: See attached staff report.

FINANCIAL INFORMATION: NA

LEGAL INFORMATION: The ordinance has been approved as to form by Attorney Thomas Mullin on September 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 RECOMMENDATION: The Planning and Zoning Board unanimously recommended approval of the rezoning application at their September 6, 2016 meeting.

SPECIAL CONSIDERATION: NA

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

REQUESTED MEETING DATE: 9/26/2016 & 10/10/2016

LOCATION OF PROJECT: The property is located on the north side of Port St. Lucie Boulevard, east of Wayne Street, south of Chapman Avenue, and west of Kail Street. See attached maps.

ATTACHMENTS: Ordinance, staff report, maps, application.

PT/kh

RECEIVED

SEP 16 2016

CITY MANAGER'S OFFICE



City of Port St. Lucie

Planning and Zoning Department Memorandum

TO: PLANNING AND ZONING BOARD- MEETING OF SEPTEMBER 6, 2016

FROM: KATHERINE H. HUNTRESS, PLANNER *KHH*

RE: COFFEE PORT ST. LUCIE, LLC
REZONING APPLICATION
P16-085

DATE: AUGUST 23, 2016

NOTE: There was an error in the previous Notice to Property Owners which listed the dates of the public hearings incorrectly, therefore this project has been rescheduled for this public hearing.

PROPOSED REQUEST: The proposed request seeks to rezone four lots from RS-2 (Single Family Residential) to CG (General Commercial).

APPLICANT & OWNER: Coffee Port St. Lucie, LLC

LOCATION: The property is located on the north side of Port St. Lucie Boulevard, east of Wayne Street, south of Chapman Avenue, and west of Kail Street.

LEGAL DESCRIPTION: The property is legally described as Lots 3, 4, 20, and 21; Block 703; Port St. Lucie Section 18.

SIZE: 0.92 acres

EXISTING ZONING: RS-2 (Single Family Residential)

EXISTING USE: Vacant land (3 lots) and a single family residence on lot 4.

SURROUNDING USES:

	Future Land Use	Zoning	Existing Use
N	RL	RS-2	Single family residence
S	CG	CG	Commercial development and vacant land
E	CG	RS-2	Vacant land
W	CG	CG	Commercial development and single family residence

FUTURE LAND USE: CG (General Commercial)

REQUESTED ZONING: CG (General Commercial)

IMPACTS AND FINDINGS:

Land Use Consistency: The requested zoning change is justified and supported by the Comprehensive Plan and the Conversion Manual; specifically the subject application is supported and justified by Objective 1.1.4: Future growth, development and redevelopment should be directed to appropriate areas as depicted on the Future Land Use Map; and Policy 1.1.4.13: CG (General Commercial) zoning district is compatible with the CG (General Commercial) land use.

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

Environmental: An environmental assessment is required with the site plan application.

Compliance With Conversion Area Requirements:

1. Conversion area: 5
 2. The property is totally within the conversion area: Yes
 3. Minimum frontage: Yes
 4. Minimum depth: Yes
 5. Does the request isolate lots: No
 6. Has a unity of title been submitted: The unity of title has been submitted to the legal department.
 7. Buffer required: A landscape buffer and wall is required on the north side of the property which is adjacent to residential land use.
-

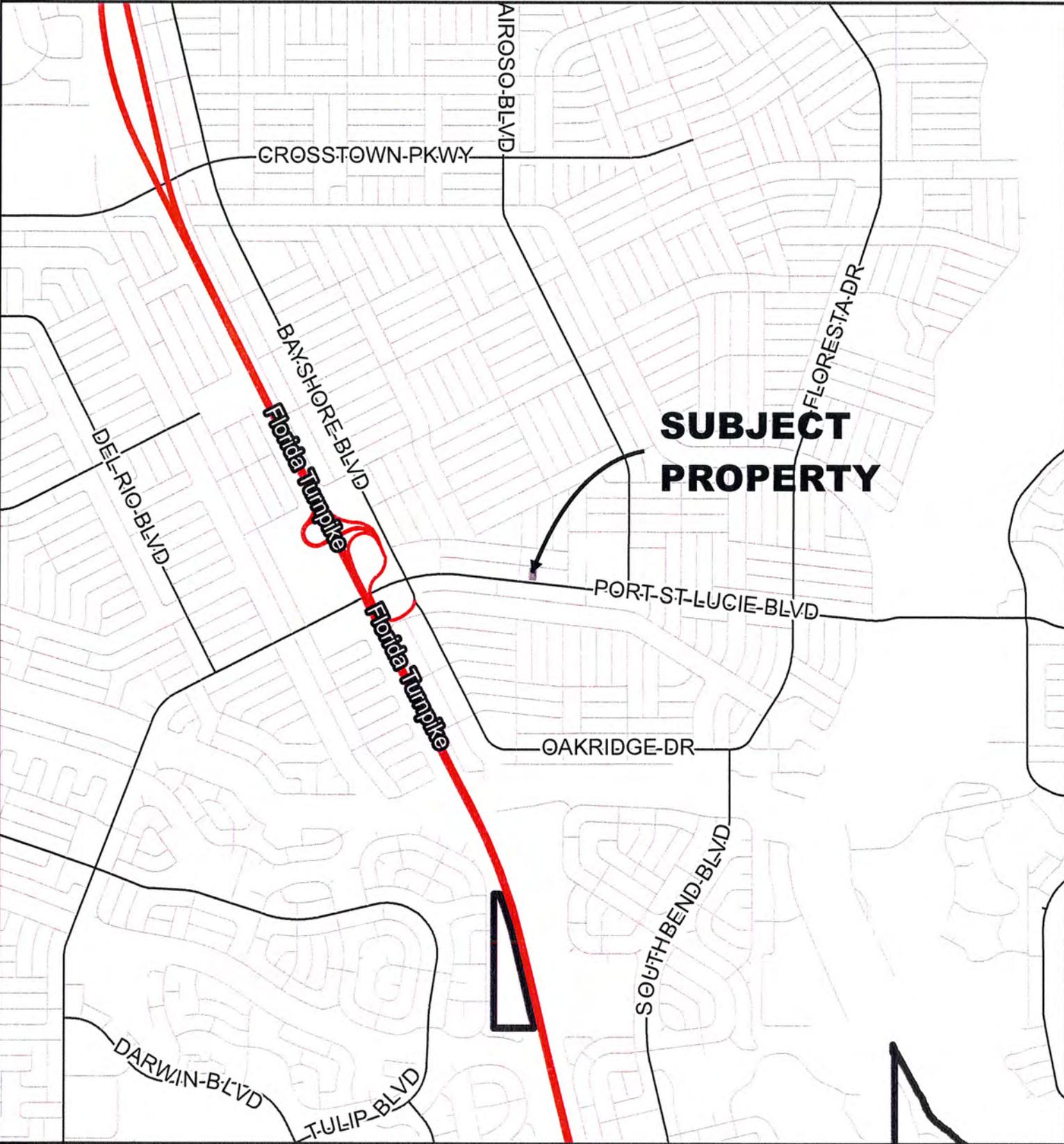
STAFF RECOMMENDATION: The Planning and Zoning Department staff finds the petition to be consistent with the intent and direction of the City's Comprehensive Plan and recommends approval based on the analysis and findings as noted in the staff report.

Planning and Zoning Board Action Options:

- Motion to recommend approval
- Motion to recommend denial

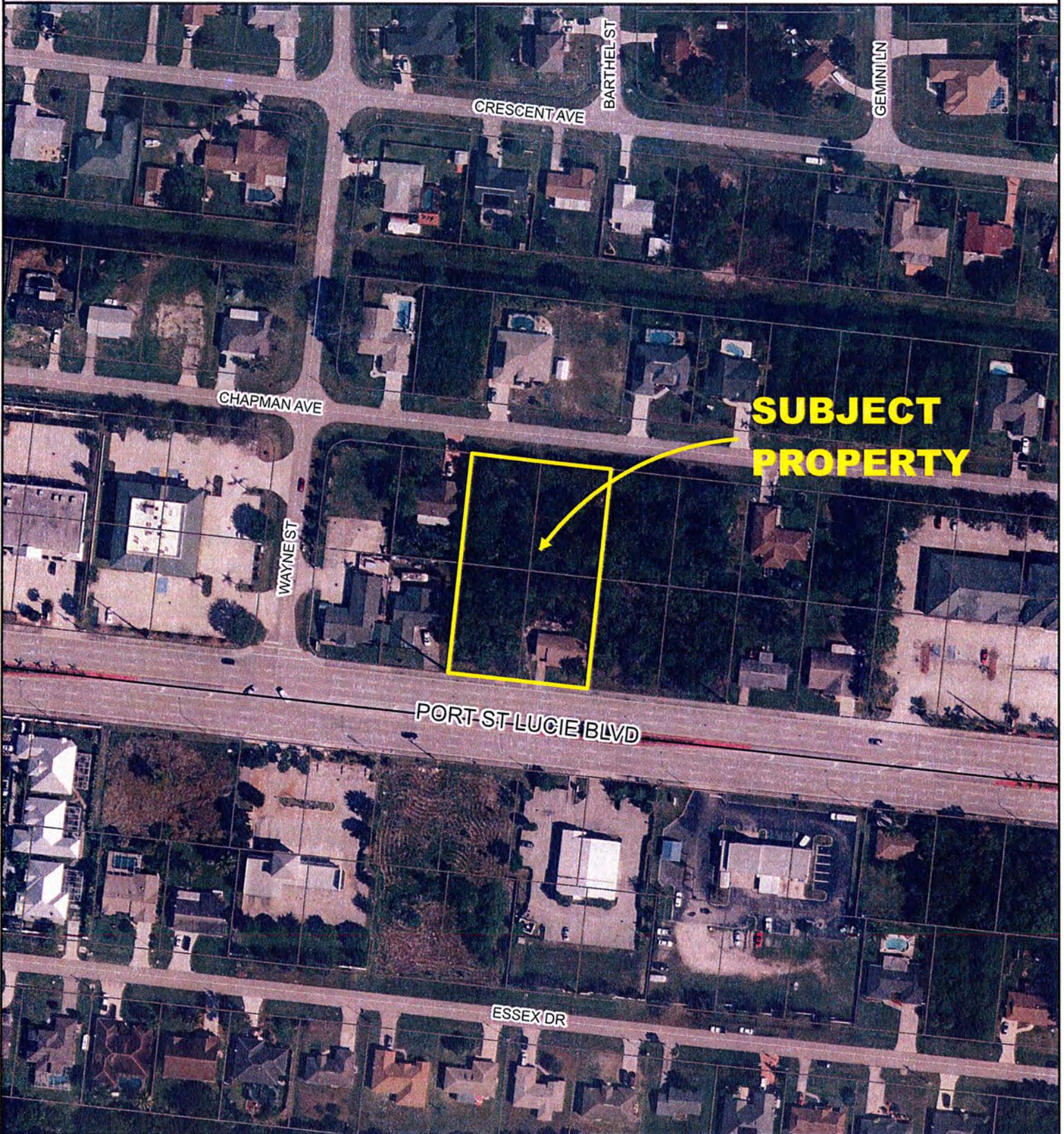
Should the Board need further clarification or information from either the applicant and/or staff, it may exercise the right to table or continue the hearing or review to a future meeting.

GENERAL LOCATION



	CITY OF PORT ST. LUCIE PLANNING & ZONING DEPT.	REZONING COFFEE PORT ST. LUCIE, LLC SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21	DATE: 7/11/2016
			APPLICATION NUMBER: P16-085
			USER: patricias
			SCALE: 1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

COFFEE PORT ST. LUCIE, LLC

SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21

AERIAL DATE 2014

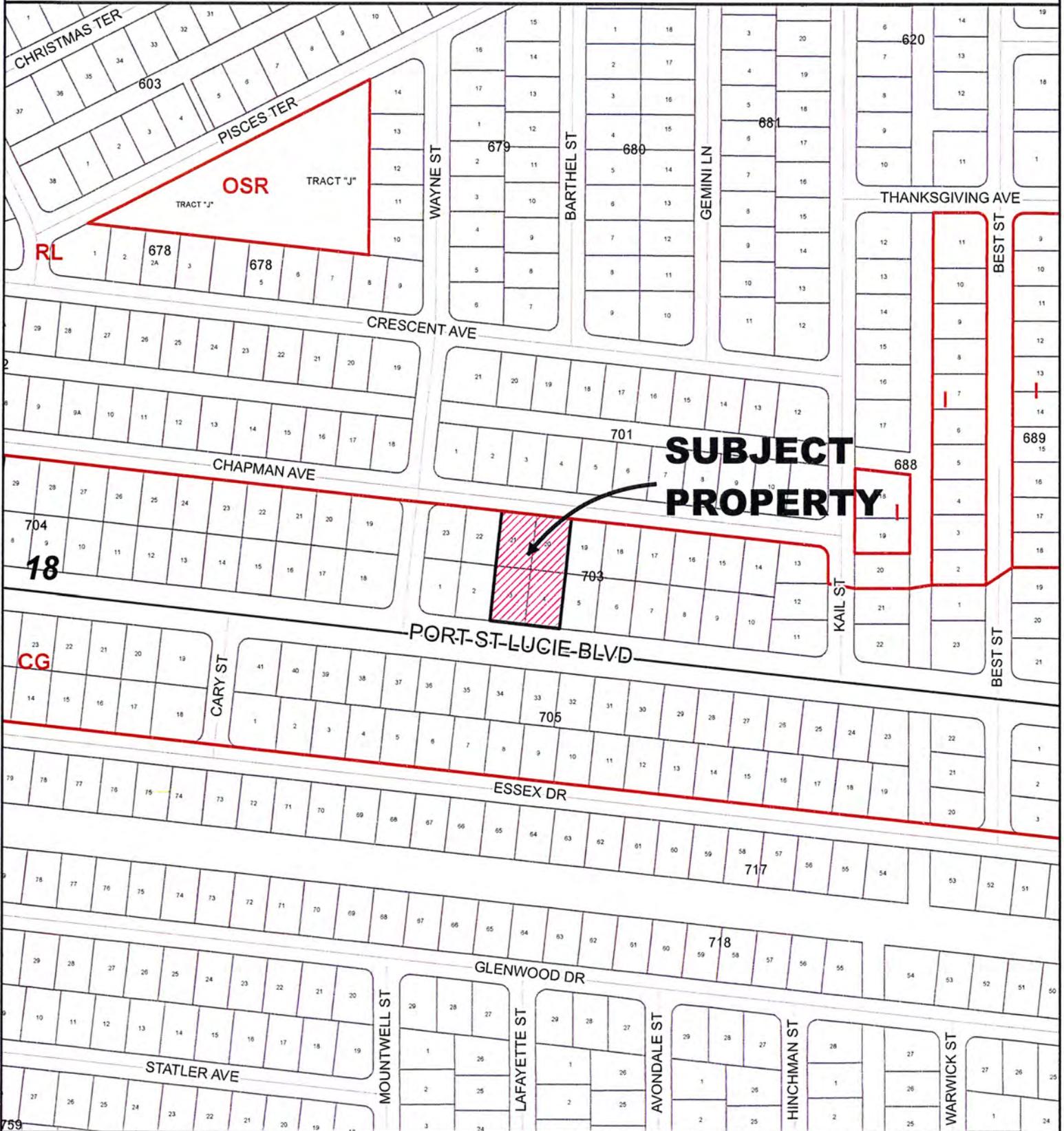
DATE: 7/11/2016

APPLICATION NUMBER:
P16-085

USER:
patricias

SCALE: 1 in = 150 ft

FUTURE LAND USE



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING

COFFEE PORT ST. LUCIE, LLC

SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21

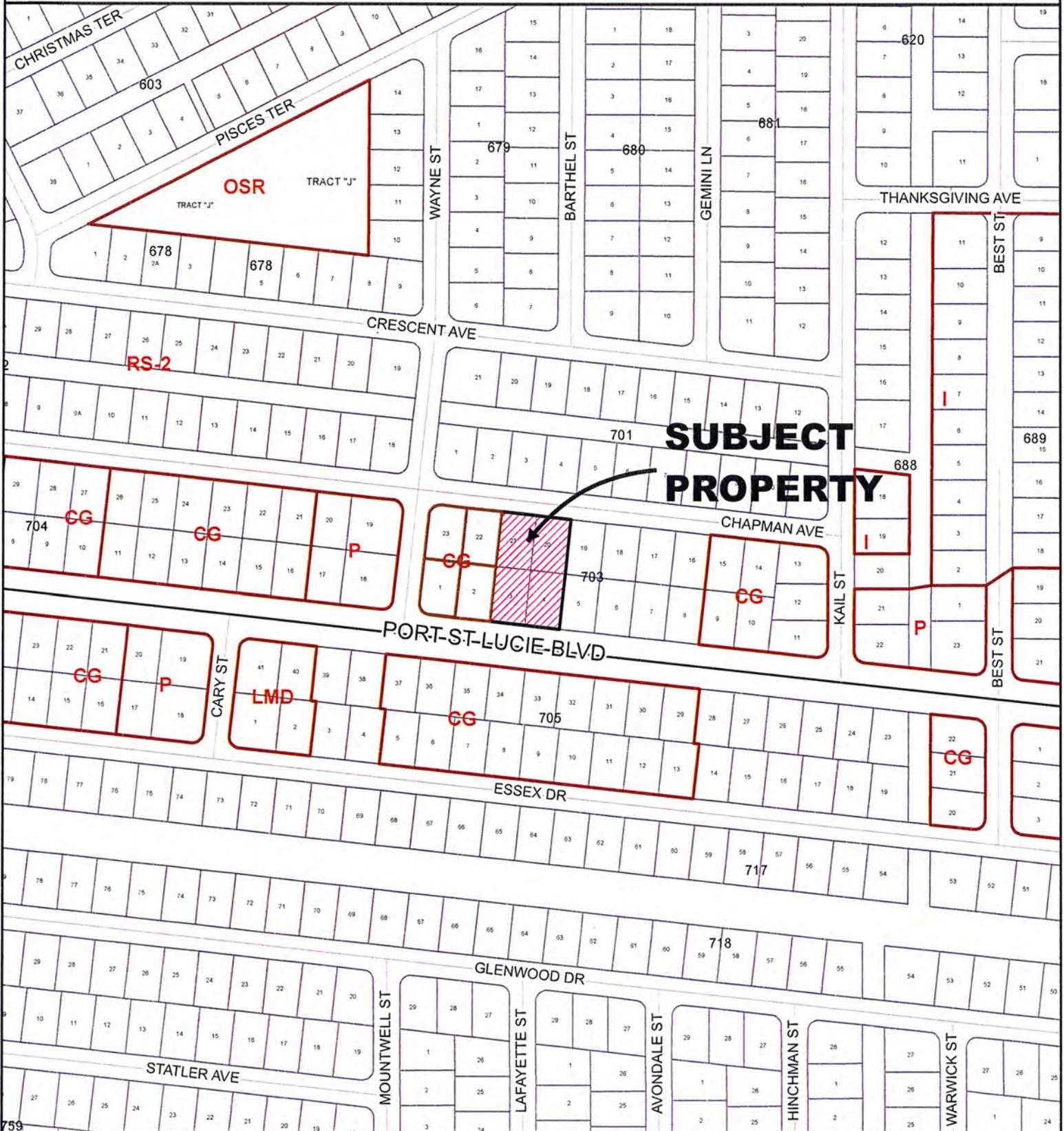
DATE: 7/11/2016

APPLICATION NUMBER:
P16-085

USER:
patricias

SCALE: 1 in = 300 ft

EXISTING ZONING



**SUBJECT
PROPERTY**



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
COFFEE PORT ST. LUCIE, LLC
SECTION 18, BLOCK 703, LOTS 3, 4, 20 & 21

DATE:	8/23/2016
APPLICATION NUMBER:	P16-085
USER:	patricias
SCALE:	1 in = 300 ft



THOMAS ENGINEERING GROUP
125 W. INDIANTOWN RD, STE. 206
JUPITER, FL 33458
P: 561-203-7503
F: 561-203-7721

May 31, 2016

City of Port St. Lucie
Planning and Zoning Department
City Hall
121 S.W. Port St. Lucie Blvd.
Port St. Lucie, FL 34984-5099

RECEIVED
JUL 19 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

Rezoning Approval Request - Starbucks 179-183 Port St. Lucie Boulevard

Dear City Staff:

These parcels are currently zoned RS-2 and have a Future Land Use Designation of Commercial. We are requesting in our attached rezoning application to change the zoning of these parcels to CG consistent with the Port St Lucie Boulevard corridor.

It is planned to for a 2,200 square foot Starbucks with drive-thru facility to be constructed on the premises.

We respectfully request approval of this application. Please call (561)-203-7503 with any questions.

Sincerely,

THOMAS ENGINEERING GROUP, LLC

A handwritten signature in blue ink, appearing to read 'Jason M. Gunther', is written over the company name.

Jason M. Gunther, P.E.

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

JUL 19 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

FOR OFFICE USE ONLY

Planning Dept. P16-085
Fee (Nonrefundable) \$ 2,155.00
Receipt # 96448

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: jgunther@thomaseg.com

PROPERTY OWNER:

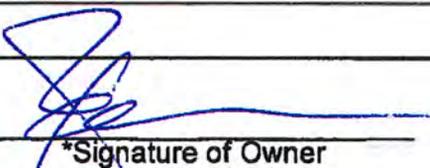
Name: Coffee Port St Lucie, LLC
Address: 6300 NE 1ST AVENUE, 300 FORT LAUDERDALE, FL 33307-3
Telephone No.: (954) 776-7900 FAX No.: 954-776-7918

AGENT OF OWNER (if any)

Name: John Doyle
Address: 1314 East Las Olas Boulevard, Fort Lauderdale, FL 33301
Telephone No.: 954-336-9933 FAX No.: 954-776-7918

PROPERTY INFORMATION

Legal Description: SEE ATTACHED EXHIBIT "A"
(Include Plat Book and Page)
Parcel I.D. Number: SEE ATTACHED EXHIBIT "A"
Current Zoning: RS2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: SEE EXHIBIT "A"
Reason for Rezoning Request: _____
TO ALLOW COMMERCIAL DEVELOPMENT ON PARCELS ADJACENT TO PORT ST. LUCIE PURSUANT TO LAND
USE CONVERSION POLICIES

 *Signature of Owner
ROBERT ROSCHMAN Hand Print Name
7/19/16 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\REZAPPL(08/23/11)

EXHIBIT "A"

Property Owners and Property Information

Coffee Port St Lucie, LLC
6300 NE 1st Avenue, #300
Fort Lauderdale, FL 33307

RECEIVED

JUL 19 2016

PLANNING DEPARTMENT
CITY OF PORT ST LUCIE, FL

Parcel ID: 3420-585-1174-000-4

Lot 3, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida (OR 518-344)

Current Zoning: RS-2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: .23 Acres

Coffee Port St Lucie, LLC
6300 NE 1st Avenue, #300
Fort Lauderdale, FL 33307

Parcel ID: 3420-585-1175-000-1

Lot 4, Block 703, Port St Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, Page(s) 17, 17A through 17K, Inclusive, of the Public Records of St. Lucie County, Florida (OR 3173-2651).

Current Zoning: RS-2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: .23 Acres

Coffee Port St Lucie, LLC
6300 NE 1st Avenue, #300
Fort Lauderdale, FL 33307

Parcel ID: 3420-585-1191-000-9

Lots 20 and 21, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida (OR 752-355; 3300-2480).

Current Zoning: RS-2
Proposed Zoning: CG
Future Land Use Designation: CG Acreage of Property: .46 Acres

Prepared by and return to:

Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood,
Norman, Bass & Melby, P.A.

2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700

File Number: 12764.05

Parcel Identification No.: 3420-585-1174-000-4

Will Call No.: 50

RECEIVED

JUL - 8 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

(space above this line for recording data)

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED, made this 7 day of July, 2016, by Nancy C. Brown, an unmarried widow and surviving tenant by the entireties with the late James L. Brown, who were continuously married from the date they took title until the date of his death, whose post office address is 157 W Queens Drive, Williamsburg, Virginia 23185 ("Grantor"), to COFFEE PORT ST LUCIE, LLC, a Florida limited liability company, whose post office address is 6300 NE 1st Avenue #300, Fort Lauderdale, Florida 33307 ("Grantee**):

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 St. Lucie, Florida, to-wit:

Lot 3, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida.

Subject to taxes for 2016, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Haley Willett
Witness printed name: Haley Willett

Nancy C Brown
Nancy C. Brown

Jessica M. Deach
Witness printed name: Jessica M. Deach

State of Virginia
County of James City

The foregoing instrument was acknowledged before me this 6th day of July, 2016, by Nancy C. Brown, who { } is personally known or {X} has produced a driver's license as identification.



Jessica M. Deach
Notary Public
Printed Name: Jessica M. Deach
My Commission Expires: 8/31/17

Prepared by and return to:
Terence P. McCarthy, Esq.
**McCarthy, Summers, Bobko, Wood,
Norman, Bass & Melby, P.A.**
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 12764.07
Parcel Identification No.: 3420-585-1175-000-1
Will Call No.: 50

RECEIVED
JUL - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

{space above this line for recording data}

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED, made this 7 day of July, 2016, by **Javier Suarez**, whose post office address is 3074 SE East Blackwell Drive, Port Saint Lucie, Florida 34952 ("Grantor"), to **COFFEE PORT ST LUCIE, LLC**, a Florida limited liability company, whose post office address is 6300 NE 1st Avenue #300, Fort Lauderdale, Florida 33307 ("Grantee*"):

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 St. Lucie, Florida, to-wit:

Lot 4, Block 703, Port St Lucie-Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, page(s) 17, 17A through 17K, inclusive, of the Public Records of St. Lucie County, Florida.

THIS IS NOT NOR IS IT CONTIGUOUS TO THE HOMESTEAD PROPERTY OF THE GRANTOR, NOR ANY MEMBER OF HIS IMMEDIATE FAMILY. GRANTOR'S RESIDENCE ADDRESS IS AS STATED ABOVE.

Subject to taxes for 2016, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Donna Dempsey
Witness printed name: Donna Dempsey

Javier Suarez
Javier Suarez

Deborah D. Haas
Witness printed name: Deborah D. Haas

State of Florida
County of Martin

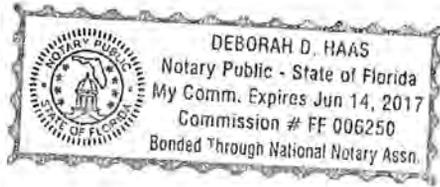
The foregoing instrument was acknowledged before me this 7 day of July, 2016, by Javier Suarez, who { } is personally known or {X} has produced a driver's license as identification.

{Notary Seal}

Deborah D. Haas
Notary Public

Printed Name: _____

My Commission Expires: _____



Prepared by and return to:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, Wood,
Norman, Bass & Melby, P.A.
2400 SE Federal Highway, 4th Floor
Stuart, Florida 34994
772-286-1700
File Number: 12764.06
Parcel Identification No.: 3420-585-1191-000-9
Will Call No.: 50

RECEIVED
JUL - 8 2016
PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

(space above this line for recording data)

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

THIS WARRANTY DEED, made this 7 day of July, 2016, by Nicole Nolin, Billy Nolin and Kimberlee Hughes, whose post office address is 2141 NE 68th Street #103, Fort Lauderdale, FL 33308 ("Grantor"), to **COFFEE PORT ST LUCIE, LLC a Florida limited liability company**, whose post office address is 6300 NE 1st Avenue, #300, Fort Lauderdale, Florida 33307 ("Grantee*");

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 St. Lucie, Florida, to-wit:

Lots 20 and 21, Block 703, Port St. Lucie Section Eighteen, according to the Plat thereof as recorded in Plat Book 13, pages 17, 17A through 17K, of the Public Records of St. Lucie County, Florida.

THIS IS NOT NOR IS IT CONTIGUOUS TO THE HOMESTEAD RESIDENCE OF ANY OF THE GRANTORS AND IS VACANT LAND.

Subject to taxes for 2016, and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

and said Grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

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:

Dancy L. Mangum

Witness printed name: DANCY L. MANGUM

Carol Palm

Witness printed name: CAROL PALM

Nicole Nolin

Nicole Nolin

State of Florida
County of Broward

The foregoing instrument was acknowledged before me this 7 day of July, 2016, by Nicole Nolin, who {} is personally known or {X} has produced a driver's license as identification.

{Notary Seal}



Ernst Coissy

Notary Public

Witness printed name: _____

Billy Nolin

Witness printed name: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by Billy Nolin, who {} is personally known or {X} has produced a driver's license as identification.

{Notary Seal}

Notary Public

Signed, sealed and delivered in our presence:

Witness printed name: _____

Nicole Nolin

Witness printed name: _____

State of _____
County of _____

The foregoing instrument was acknowledged before me this ____ day of July, 2016, by Nicole Nolin, who () is personally known or (X) has produced a driver's license as identification.

{Notary Seal}

Notary Public

Robert Stem
Witness printed name: Robert Stem

Billy Nolin
Billy Nolin

Cindie Nolin
Witness printed name: Cindie Nolin

State of Tennessee
County of Belford

The foregoing instrument was acknowledged before me this 6 day of July, 2016, by Billy Nolin, who () is personally known or (X) has produced a driver's license as identification.

{Notary Seal}



Tabitha R. Stem
Notary Public

[Signature]
Witness printed name: James Hughes

[Signature]
Kimberlee Hughes

[Signature]
Witness printed name: Lindsay Ann Green

State of South Carolina
County of Beaufort

The foregoing instrument was acknowledged before me this 5 day of July, 2016, by Kimberlee Hughes, who {} is personally known or {X} has produced a driver's license as identification.

{Notary Seal}



[Signature]
Notary Public

Coffee Port St Lucie, LLC

July 19, 2016

City of Port St. Lucie
Planning & Zoning
Department 121 SW
Port St Lucie Blvd Port
St Lucie, FL 34987

RE: Coffee Port St Lucie, LLC Application

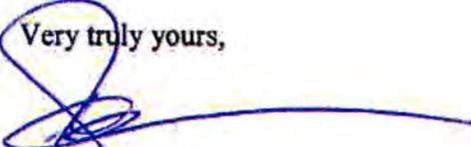
To Whom It May Concern:

Please use this letter as my authorization for Jason Gunther of Thomas Engineering Group to file all submittals for our site at 179-183 SW Port St Lucie Blvd.

If you have any questions please contact John Doyle at 954-336-9933.

Thank you.

Very truly yours,



Robert Roschman
Managing Member

RECEIVED

JUL 19 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

AN ORDINANCE TO REZONE 1.61 ACRES OF PROPERTY LOCATED ON THE NORTH SIDE OF GATLIN BOULEVARD BETWEEN BOUGAINVILLEA AVENUE AND IMPORT DRIVE FROM LIMITED MIXED USE (LMD) TO PROFESSIONAL (P) FOR A PROJECT KNOWN AS GATLIN DIALYSIS (P16-124); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, EKVM Properties Limited Partnership seeks to rezone 1.61 acres of property located on the north side of Gatlin Boulevard, between Bougainvillea Avenue and Import Drive and within the City of Port St. Lucie, from the zoning designation of LMD (Limited Mixed Use) to P (Professional); and

WHEREAS, the City of Port St. Lucie Planning and Zoning Board held a public hearing on the September 6, 2016, to consider the rezoning application (P16-124), 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 October 10, 2016, to consider the rezoning application (P16-124), 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 31, Block 1663, Lots 8 through 14, Port St. Lucie be rezoned from the Zoning Classification of LMD (Limited Mixed Use) to P (Professional).

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

ORDINANCE 16-68

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

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B
Meeting Date: September 26, 2016
October 10, 2016

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager
THRU: Daniel Holbrook, Assistant City Manager – Community Development Director
FROM: Patricia A. Tobin, AICP, Director of Planning and
Agenda Item: Ordinance: Gatlin Dialysis – Rezoning Application (P16-124)
Submittal Date: 9/12/2016

9-26-16
#10B

16.68

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

BACKGROUND: The rezoning application is to change the zoning for seven lots from Limited Mixed Use (LMD) to Professional (P) to allow development consistent with the P zoning.

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.

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 rezoning application on September 6, 2016.

SPECIAL CONSIDERATION: N/A

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

REQUESTED MEETING DATES: 9/26/2016 & 10/10/16

LOCATION OF PROJECT: This property is located on the north side of Gatlin Boulevard, between Bougainvillea Avenue and Import Drive.

ATTACHMENTS: Ordinance, staff report, and recommendation.

PT/JF

RECEIVED
SEP 15 2016
CITY MANAGER'S OFFICE



City of Port St. Lucie
Planning and Zoning Department
A City for All Ages

TO: PLANNING AND ZONING BOARD - MEETING OF SEPTEMBER 6, 2016
FROM: JOHN FINIZIO, PLANNER
RE: GATLIN DIALYSIS REZONING APPLICATION PROJECT NO. P16-124
DATE: AUGUST 24, 2016

PROPOSED USE: The rezoning application is to change the zoning for these seven lots from Limited Mixed Use (LMD) to Professional (P) to allow development consistent with the P zoning.

APPLICANT: Stephen Cooper, SCPE (Stephen Cooper, P.E. & Associates, Inc). The authorization letter is attached to the staff report.

OWNER: EKVM Properties Limited Partnership.

LOCATION: This property is located on the north side of Gatlin Boulevard, between Bougainvillea Avenue and Import Drive.

LEGAL DESCRIPTION: Port St. Lucie Section 31, Block 1663, Lots 8 through 14.

SIZE: This site is approximately 1.61 acres.

EXISTING ZONING: Limited Mixed Use (LMD).

EXISTING USE: Vacant.

SURROUNDING USES:

Table with 4 columns: Direction, Future Land Use, Zoning, Existing Use. Rows include North (RL, RS-2, Vacant Land), South (OSR, RS-2, Vacant Land), East (ROI, P, Existing office building), and West (ROI, P, Existing office building).

REQUESTED ZONING: Professional (P).

FUTURE LAND USE: Residential, Office and Institutional (ROI).

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 accommodate 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.

The rezoning of this property is consistent with the direction and policies of the City's Comprehensive Plan. In particular, Policy 1.1.4.13 which identifies the Professional Zoning District as compatible with the ROI (Residential Office, and Institutional) future land use.

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 request to unify these lots was submitted to the Legal Department on August 17, 2016.

Buffer required: A landscaped buffer and wall is required: Yes, this site is adjacent to residential land use and is required to provide a landscape buffer wall.

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: All environmental issues will be addressed during site plan review. As part of a future site plan application, an environmental study will be required to be submitted and reviewed as required per §157.24.

The site is less than two (2) acres and therefore is not required to subscribe to the City's upland mitigation requirements. However, the site is still required to adhere to the City's Tree Protection requirement, and protect or mitigate for the removal of any tree with a 12 inch dbh (diameter breast height) or greater. A tree survey is required to show the location of all trees on the site and identify each tree's dbh.

School Concurrency: Not applicable as this is for a commercial project.

Other: As required by §158.126 (L), an approved site plan is required before any on-site and off-site improvements can be made to ensure compliance with all City rules and regulations.

§153.04 (G) (1), Landscape Buffer Strips Abutting Residential or Open Space Land Uses – Wall Required: any commercial, institutional, office, or public facility uses that abut residential or open space land is required to construct a 10 foot landscape buffer strip with an architectural wall. Since this property abuts residential property to the north, rezoning to Professional would require an architectural wall in the landscape buffer strip along the northern property line. As defined in §153.04 (G) (1) (b), this architectural wall shall be at least six (6) feet in height measured from the finished floor elevation of the primary structure, not to exceed eight (8) feet. This required wall installation must be completed prior to the issuance of any foundation permits for the building.

This site sits between two developed parcels that also have architectural walls for buffering the residential property to the north; if possible, the architectural wall for this property should tie in with these existing architectural walls to ensure continuous buffering to the neighborhood to the north. If it is not possible to tie in with these existing walls, than at the least, this wall should line up with the existing walls.

Currently these six lots have not been unified. A request to unify these properties was submitted to the City's Legal Department on August 15, 2016 to prepare and record a unity of title for these lots. This unity of title will need to be approved prior to the application being reviewed by City Council.

STAFF RECOMMENDATION:

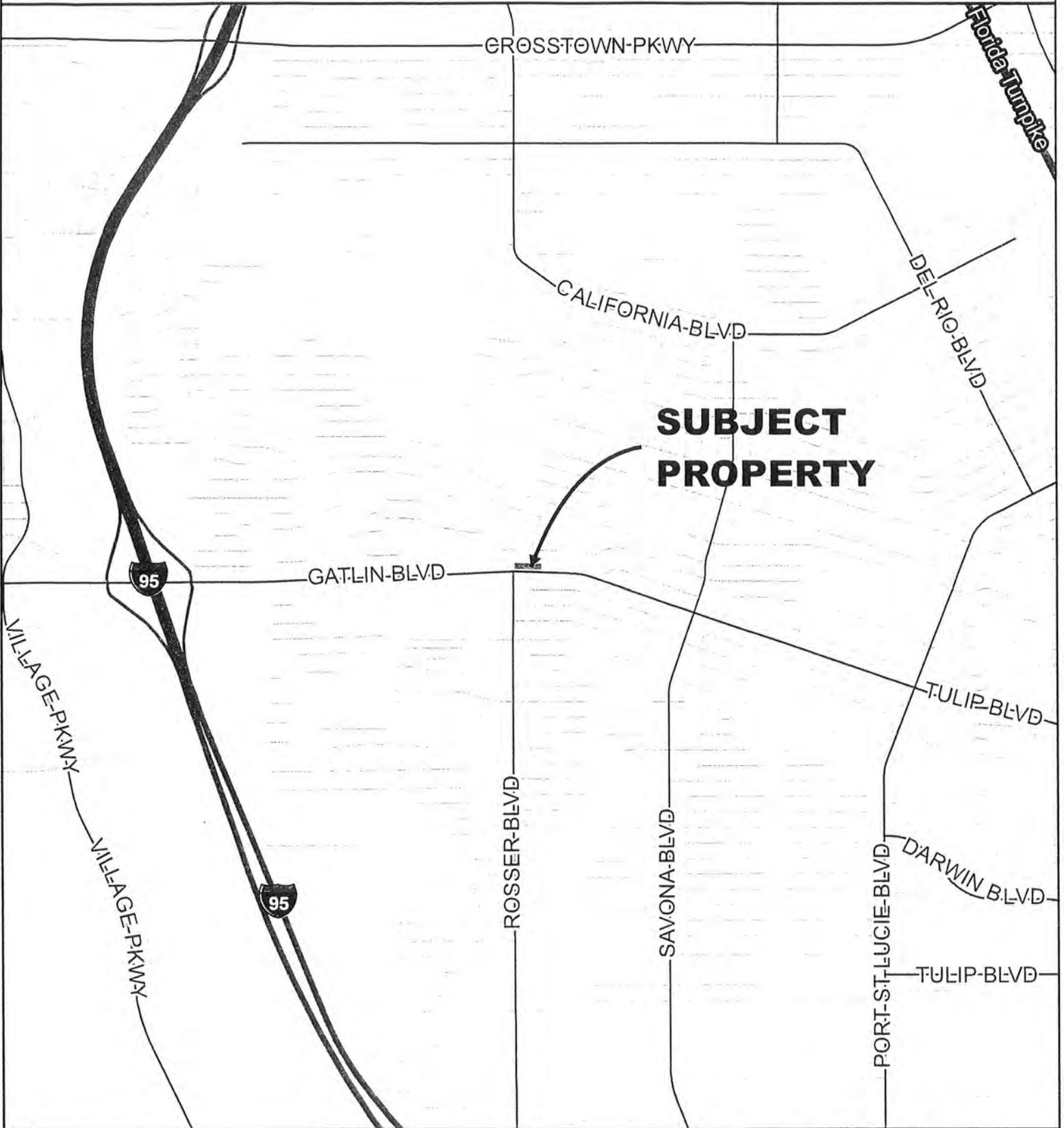
The Planning and Zoning Department staff finds the request to be consistent with the direction and intent of the future land use map and policies of the City's Comprehensive Plan and recommends approval.

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

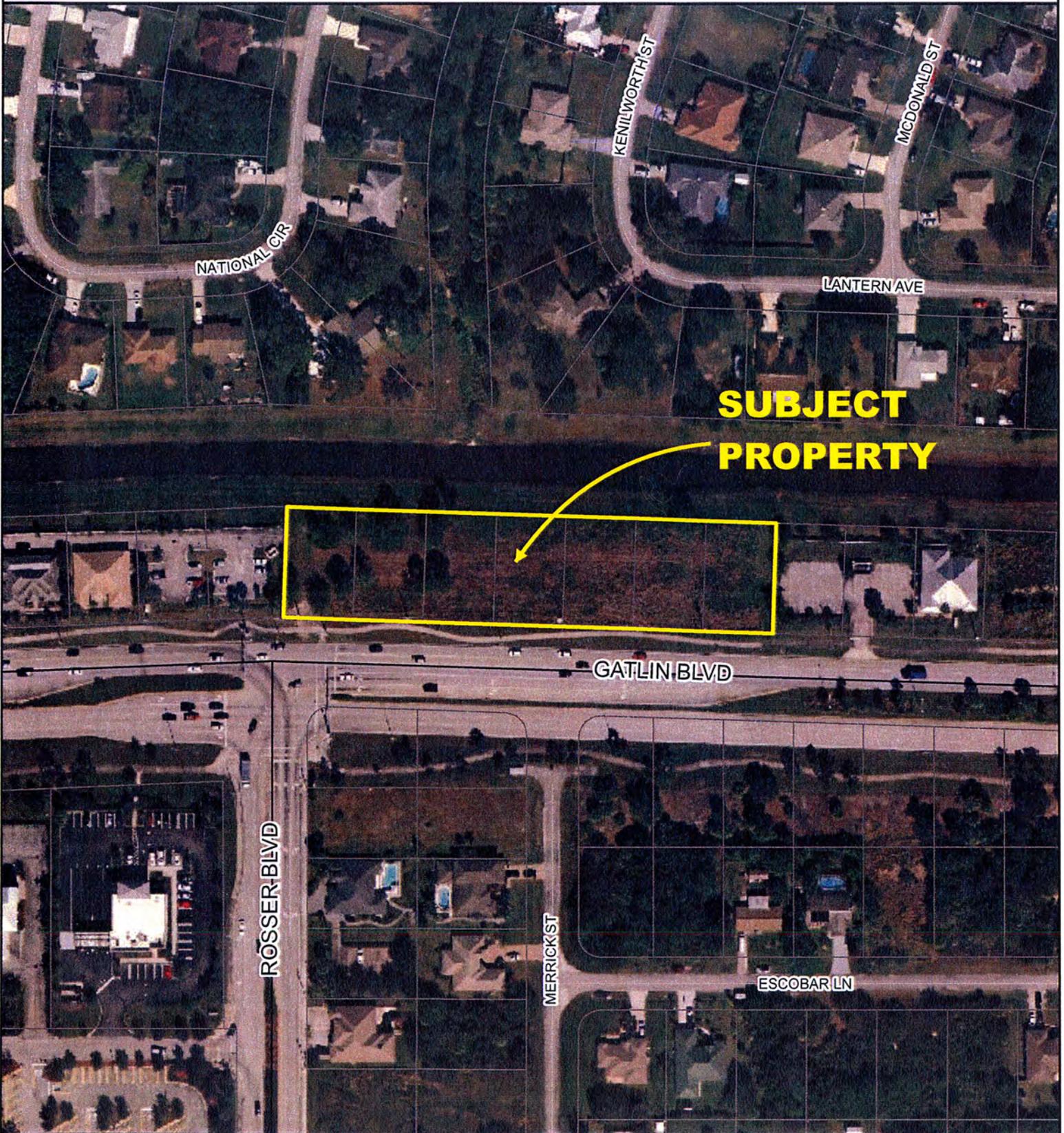


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
GATLIN DIALYSIS
SECTION 31, BLOCK 1663, LOTS 8-14

DATE:	8/3/2016
APPLICATION NUMBER:	P16-124
USER:	patricias
SCALE:	1 in = 0.5 miles

AERIAL



**SUBJECT
PROPERTY**

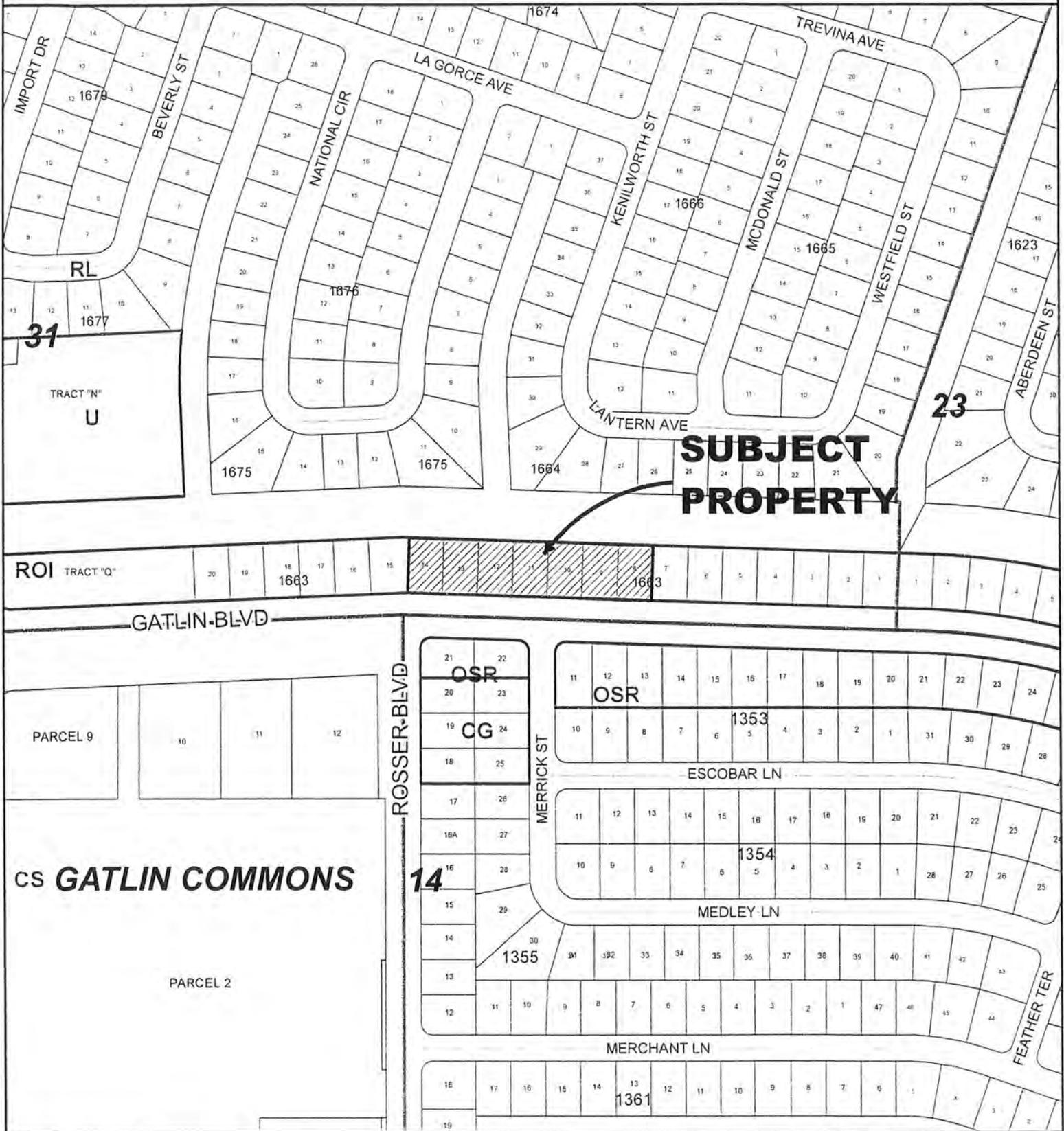


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
GATLIN DIALYSIS
SECTION 31, BLOCK 1663, LOTS 8-14
AERIAL DATE 2014

DATE:	8/3/2016
APPLICATION NUMBER:	P16-124
USER:	patricias
SCALE:	1 in = 150 ft

FUTURE LAND USE

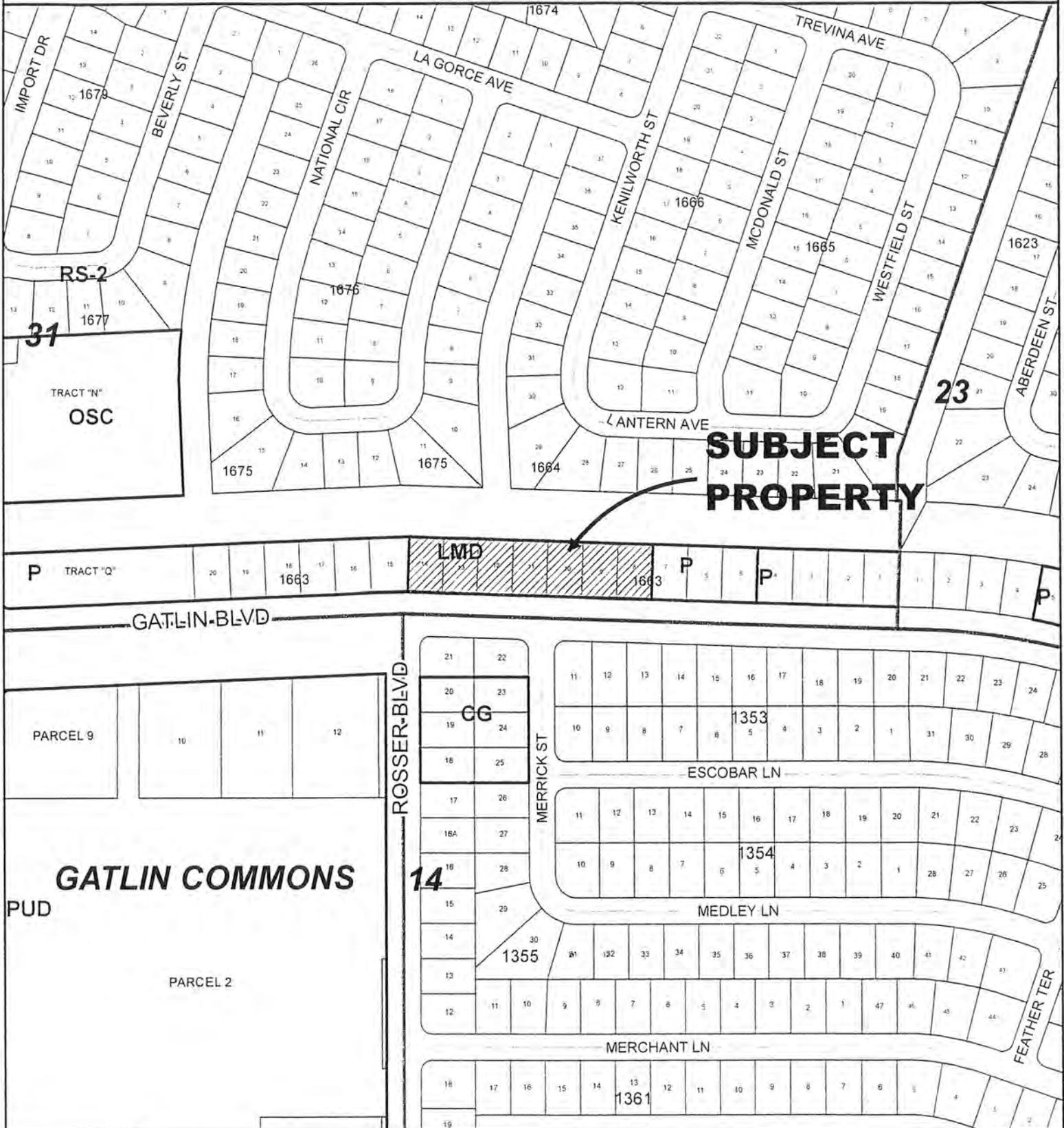


CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
GATLIN DIALYSIS
SECTION 31, BLOCK 1663, LOTS 8-14

DATE: 8/3/2016
APPLICATION NUMBER: P16-124
USER: patricias
SCALE: 1 in = 300 ft

EXISTING ZONING



CITY OF PORT ST. LUCIE
PLANNING & ZONING DEPT.

REZONING
GATLIN DIALYSIS
SECTION 31, BLOCK 1663, LOTS 8-14

DATE	8/3/2016
APPLICATION NUMBER	P16-124
USER	patricias
SCALE	1 in = 300 ft

RECEIVED

AUG 17 2016

PLANNING DEPARTMENT
CITY OF PORT ST. LUCIE, FL

EKVM Properties Limited Partnership
1414 SW Bluebird Cove
Port St Lucie, FL 34986

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

RE: Proposed Gatlin Medical Center Agent Authorization for:

- Forrest R Smith, Southern Standard Builders, LLC
- Stephen Cooper, PE

To Whom It May Concern:

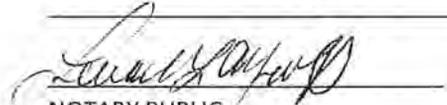
EKVM Properties Limited Partnership is the owner the proposed Gatlin Medical Center and the land it will be built on. The land consists of (7) parcels with the following St Lucie County, Florida Parcel Id #: 3420-650-0018-000-5. Legal Description is: PORT ST LUCIE-SECTION 31- BLK 1663 LOTS 8 THRU 14 (1.61 AC - 70,000 SF) (MAP 43/12S) (OR 3676-1215).

EKVM Properties Limited Partnership hereby designates and authorizes the agents listed above to act on our behalf in the processing of the Site Plan Approval Application and all related documents, information, and submittals as may be required to complete this entire process, including any Utilities Department and Zoning submissions. EKVM Properties Limited Partnership understands that knowingly making any false statement or representation in this application process is a violation of Section 373.430, F.S. and 18U.S.C. Section 101.

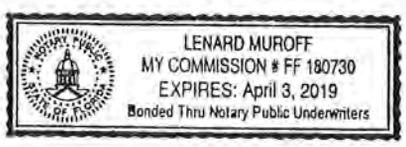
Respectfully


Silviano Matamoros, President
MVK Holding Corp
General Partner

The forgoing instrument was acknowledged before me this 16th day of August, 2016, by Silviano Matamoros, who is personally known to me or who has produced _____ as identification and who did take an oath.


NOTARY PUBLIC

NOTARY PUBLIC STAMP OR SEAL:



Prepared By and Return To:
Diane Ally
Ally Parker Brown Title Insurance Agency
1599 SE Port St. Lucie Blvd., #D
Port St. Lucie, FL 34952

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3999579 09 30 2014 at 03:55 PM
OF BOOK 3676 PAGE 1215 - 1216 Doc Type DEED
RECORDING \$18.50
L DOC STAMP COLLECTION \$2905.00

Property Appraiser's Parcel I.D. (folio) Number(s)
3420-650-0018-000 5

File No. APB20148216

WARRANTY DEED

THIS WARRANTY DEED dated this 11th day of September, 2014, by Catlin Dental, LLC, a Florida Limited Liability Company, having its principal place of business at 8051 Plantation Lakes Drive, Port St. Lucie, FL 34986, hereinafter called the grantor, to LKYM Properties, Limited Partnership, a Florida Limited Partnership, whose post office address is 1414 SW Bluebird Cove, Port St. Lucie, FL 34986, hereinafter called the grantee:

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

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable consideration receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the grantee, all the certain land situated in St. Lucie County, Florida, viz:

Lots 8, 9, 10, 11, 12, 13 and 14, Block 1663, of Port St. Lucie Section Thirty-One, according to the Plat thereof, as recorded in Plat Book 14, Pages 22, 22A through 22G, of the Public Records of St. Lucie County, Florida.

Subject to easements, restrictions, reservations and limitations of record, if any.

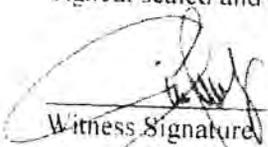
TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, TO HAVE AND TO HOLD the same in Fee Simple forever.

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 for the year 2014 and all subsequent years.

WARRANTY DEED
(Continued)

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 duly authorized, the day and year first above written.

Signed, sealed and delivered in the presence of:


Witness Signature
Diane L. Ally

Gatlin Dental, LLC, A Florida Limited Liability Company

Witness Print Name
Peter Taylor

Suzanne S. Williams-Manager

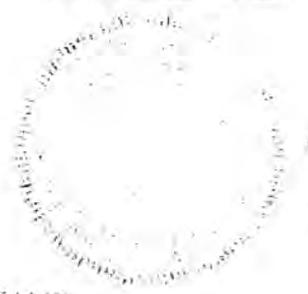
Witness Signature
Peter Taylor

Witness Print Name

State of Florida

County of St. Lucie

The foregoing instrument was acknowledged before me this 11th day of September, 2014, by Suzanne S. Williams, who is/are personally known to me OR produced identification ✓; Type of identification produced drivers license




Notary Signature
Diane L. Ally
Notary Print Name

(NOTARY SEAL OR STAMP)

AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIOINS, CHAPTER 93 – FIRE PREVENTION, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 93.03 SECURITY AND FIRE ALARM SYSTEMS TO ADD CERTAIN DEFINITIONS, TO PROVIDE FOR ISSUANCE OF CEASE AND DESIST ORDERS, TO PROVIDE FOR A THIRD-PARTY ADMINISTRATOR TO ADMINISTER THE PERMIT PROCESS, TO CLARIFY THE APPLICATION AND APPROVAL PROCESS; TO REDUCE THE PERMIT TERM TO ONE YEAR AND PROVIDE SIX MONTH AMNESTY PERIOD FOR REGISTRATION OF PREVIOUSLY NON-PERMITTED ALARM SYSTEMS FOLLOWING ADOPTION OF ORDINANCE, TO PROVIDE FOR A THIRD-PARTY ADMINISTRATOR TO ISSUE PERMITS, TO ESTABLISH INSTALLATION REQUIREMENTS AND DUTIES OF ALARM OWNERS AND ALARM COMPANIES, ESTABLISHING PROCEDURE FOR DETERMINATION OF FALSE ALARM AND NOTICE TO ALARM USER AND/OR RECORD TITLE OWNER, TO ESTABLISH A REVISED FEE SCHEDULE FOR FALSE ALARMS, PROVIDING CLARIFICATION REGARDING THE RESPONDING AGENCY, AND TO ESTABLISH AN APPEAL PROCEDURE FOR DETERMINATION OF FALSE ALARMS; DELETING IN ITS ENTIRETY SECTION 93.05 FALSE ALARM DISPATCH CHARGE, COLLECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Port St. Lucie Police Department responds to security alarms within the City of Port St. Lucie; and

WHEREAS, many of the security alarms to which the Port St. Lucie Police Department responds to were not activated due to unlawful behavior; and

WHEREAS, it is hereby found and determined that excessive false alarms constitute a public nuisance and that the response required by officers to respond to false alarms creates an undue burden on the Port St. Lucie Police Department; and

WHEREAS, it is in the best interest of the City of Port St. Lucie to encourage responsible use of alarm systems and to reduce the number of false alarms to which officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by Chapter 93 – Fire Prevention; and

WHEREAS, it is in the best interest of the City of Port St. Lucie that the Port St. Lucie Police Department recoup costs of responding to false alarms and that such costs be shared by those responsible for the activation of false alarms.

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

Underlined passages are added.

~~Struck through~~ passages are deleted.

ORDINANCE 16-71

SECTION 1. Section 93.03 (Security and fire alarm systems) of Chapter 93 (Fire Prevention) of Article IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is amended as follows:

Sec. 93.03. - Security and fire alarm systems.

(a) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning: In those cases wherein a word or words are not defined, its definition shall be as found in Black's Law Dictionary, latest edition, or in American Heritage College Dictionary, third edition.

Alarm means a signal (audio or visual, recorded or live) transmitted to a law enforcement agency or the Fire District indicating a predetermined condition. Said alarm is received either:

- (1) Via a private alarm service company relayed to a law enforcement agency or Fire District telephone.
- (2) Via an audible/visual signal relayed to a law enforcement agency or Fire District by a third-party.

Alarm administrator means the City of Port St. Lucie Police Department, or its designee.

Alarm agent means any person employed by an alarm business whose duties include altering, installing, maintaining, moving, repairing, replacing, selling, servicing, and responding to an alarm system

Alarm business means any business operated by a person for a profit whose duties include altering, installing, maintaining, monitoring, moving, repairing, replacing, selling, servicing, and responding to an alarm system.

Alarm dispatch request means a notification to 911 central communications by the alarm business that an alarm, either manual or automatic, has been activated at a particular alarm site.

Alarm permit means a permit issued by the county or a third-party alarm administrator allowing the operation of an alarm system within the county.

Alarm site means a single premises or location served by an alarm system or systems. Each tenancy served by a separate alarm system in a multi-tenant building or complex shall be considered a separate alarm site.

Alarm system means any assembly of equipment, mechanical or electrical, arranged to:

- (1) Signal the occurrence of a forced entry, fire, or other activity requiring urgent attention and to which law enforcement or the Fire District is expected to respond, and/or
- (2) Monitor and/or annunciate the status of alarm or supervisory devices.

~~Alarm user means any person who uses an alarm system at its alarm site or on whose premises an alarm system, as defined in this chapter is maintained within the city the person, firm, partnership, association, corporation, company or organization of any kind in control of any building, structure or facility or portion thereof wherein an alarm system is maintained.~~

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~~*Alarm user awareness class* means a class conducted by the city police department for the purpose of educating alarm users about the problems created by false alarms and responsible use and operation of alarm systems.~~

Automatic dialing device refers to an alarm system which automatically sends over regular telephone lines, by direct connection or otherwise, a prerecorded voice message or coded signal indicating the existence of the emergency situation that the alarm system is designated to detect.

Burglar alarm means an alarm system designated to indicate a condition of illegal forced entry or illegal attempted forced entry.

City means the City of Port St. Lucie.

County means St. Lucie County.

~~*Conversion* means the transaction or process by which one alarm business begins monitoring of an alarm system previously monitored by another alarm business.~~

Duress alarm or panic alarm means an alarm system designed to alert law enforcement or the fire department that the alarm user is in an emergency situation where a threat to person(s) or property exists. A duress alarm or panic alarm is frequently but not always controlled by a concealed duress alarm/panic alarm button. These buttons can be connected to a monitoring center via a silent alarm or an audible bell/siren.

False alarm means the activation of an alarm system through mechanical failure, malfunction, improper installation, or negligence of the owner, user, custodian, or lessee of an alarm system, or his requiring an emergency response, when in fact an emergency does not exist or the activation of the alarm, whether intentional or unintentional. False alarms do not include:

- (1) Alarms caused by hurricanes, tornadoes, earthquakes or other violent conditions.
- (2) Alarms covered by F.S. Section 806.101.

False alarm dispatch means an alarm dispatch request to a law enforcement and/or fire department, when the responding officer finds no evidence of a criminal offense or attempted criminal offense or fire after having completed a timely investigation of the alarm site. An alarm dispatch that is canceled by the alarm business or the alarm user prior to the time the responding officer reaches the alarm site shall not be considered a false alarm dispatch.

Fire alarm means an alarm system designated to indicate the presence of fire or smoke is in progress immediately preceding the alarm.

Fire department means the St. Lucie County Fire District.

Fire District means the St. Lucie County Fire District.

Fire Marshal means the St. Lucie County Fire Marshal, or his designee.

Law enforcement executive means the Chief of Police for the City of Port St. Lucie, or his designee.

Law enforcement agency means the City of Port St. Lucie Police Department and/or the St. Lucie County Sheriff's Office.

Medical alarm means an alarm system designated to signal the presence of a hazard requiring urgent attention and to summon emergency medical personnel.

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Monitoring means the process by which an alarm business receives signals from alarm systems and relays an alarm dispatch request to 911 central communications for the purpose of summoning police response to the alarm site.

Primary trunkline means a telephone line leading directly into the communication center of any law enforcement agency that is for the purpose of handling emergency calls on a person-to-person basis, and which is identified as such by a specific number included among the emergency numbers listed in the telephone directory issued by the telephone company and covering the service area within the county.

Record title owner means the person or persons in whose name title to real property are recorded on the public records.

Robbery alarm means an alarm system designated to indicate a robbery (holdup) is in progress immediately preceding the alarm, or the activation of a device designed to signal duress or the activation of a device to signal an ambush is in progress immediately preceding the alarm.

Sheriff means the St. Lucie County Sheriff, or his designee.

Special trunkline means a telephone line leading into the communication center of any law enforcement agency and having the primary purpose of handling emergency signals or messages originating either directly or through a central location from automatic dialing devices.

~~*Takeover*~~ means the transaction or process by which an alarm user takes over control of an existing alarm system which was previously controlled by another alarm user.

~~*Tax collector*~~ means the St. Lucie County Tax Collector or her designee.

Third-party administrator means an entity designated by City Council to administer the provisions of this Ordinance.

Verify means an attempt, by the alarm business, or its representative, to contact the alarm site and/or the designated contact person by telephone or other electronic means, whether or not actual contact with a person is made, before requesting a law enforcement and/or fire department dispatch, in an attempt to avoid an unnecessary alarm dispatch request.

(b) ~~*Equipment operation and maintenance*~~ Automatic dialing device – Interconnecting to trunklines.

(1) ~~Each alarm user, at his expense, is required to maintain all components of his alarm system in good working order at all times to insure that the sensory mechanism used in connection with such device is adjusted to suppress false indications of holdups or intrusions or fire or smoke conditions so that the device will not be activated by impulses due to short flashes or light, wind, noises, vehicular noise or other forces unrelated to genuine alarms.~~

(1) No automatic dialing device shall be interconnected to any primary or special trunkline at any law enforcement agency or fire department in the City or the 911 communications center unless under special investigative purposes as authorized by the law enforcement executive of the law enforcement agency, the fire marshal or the public safety director.

(2) ~~No alarm system designed to transmit emergency messages shall be tested or demonstrated without first notifying the central station, 911 central communications and the fire department.~~

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- (2) If a law enforcement agency has knowledge of the unlawful maintenance of an automatic telephone dialing alarm system installed, or operated in violation of Sec. 93.03(b)(1), it shall, in writing, order the owner, operator or lessee to disconnect and cease operation of the system within seventy-two (72) hours of receipt of the order.
- ~~(3) Security and fire alarm systems shall be required to have a maintenance contract for testing and inspections in accordance with the National Fire Protection Association (NFPA) standards: for example, smoke and/or heat detectors, manual pull stations and water flow alarms (sprinkler systems). Copies of the maintenance contract and test results of the fire alarm system shall be forwarded to the fire marshal within 30 days from the date of the test.~~
- (3) Any automatic telephone dialing system installed as set forth in Sec. 93.03(b)(1) prior to the effective date of Ordinance 16- , shall be removed within forty-five (45) days of the order as referenced in Sec. 93.03(b)(2).
- ~~(4) The alarm user shall make every reasonable effort to respond or cause a representative to respond to the alarm system's location within 30 minutes when notified by law enforcement to deactivate a malfunctioning alarm system, to provide access to the premises, or to provide security for the premises.~~
- (4) Every alarm business selling or leasing to any person an automatic dialing device which is installed on such person's premises in the City after the effective date of the ordinance from which this article is derived shall furnish that person with instructions that provide adequate information as required by the National Fire Protection Association Standards to enable persons using such device to operate it properly and, if the device is to be serviced or maintained by another alarm business, shall furnish such other alarm business with a manual or other information, including a diagram of the final installation necessary to enable it to service or properly maintain such device.
- ~~(5) The alarm user shall maintain the premises and the alarm system in a manner that will minimize or eliminate false alarm dispatches.~~
- (5) If the law enforcement executive or fire marshal responsible finds such instructions to be incomplete or unclear, or inadequate to explain how the device operates and is constructed, he may require the alarm business to revise the instructions and mail them out by certified letter to provide adequate information, and then to distribute the revised information to persons who have had such devices installed as well as to persons subsequently having such devices installed.
- ~~(6) The alarm user shall not manually activate an alarm system for any reason other than an occurrence of an event that the alarm system was intended to report.~~
- (6) Every alarm business selling or leasing to any person an automatic dialing device which is installed on such person's premises in the City after the effective date of the ordinance from which this article is derived shall furnish to the person buying or leasing such device written information and training concerning how service may be obtained at any time, including telephone number to call for service.
- ~~(7) An alarm user shall adjust the mechanism or cause the mechanism to be adjusted so that an alarm signal audible on the exterior of an alarm site will sound for no longer than ten~~

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~~minutes after being activated, or 15 minutes for systems operating under Underwriters Laboratories, Inc. standards 365 or 609.~~

- ~~(8) Within 15 days after the second false alarm dispatch to an alarm site in any one-year period, the alarm user shall have a properly licensed alarm business inspect his alarm system. After the third false alarm dispatch in any one year period, the alarm user shall have a properly licensed alarm business modify the alarm system to be more false alarm resistant or provide additional user training as appropriate. The alarm user shall provide written documentation to the city police department of such inspection, modification, or training within 30 days of the false alarm dispatch that necessitated such service.~~

(c) *Alarm permit—Required.*

- (1) ~~No person shall install, maintain, or operate an alarm system serving a premises or building, or portion thereof, in the city, unless an alarm permit in the form of a decal has been issued hereunder, and is in force, authorizing the use of such alarm. For any alarm system existing prior to the effective date of this chapter, an alarm permit application shall be made within 60 days of the effective date hereof. A separate permit is required for each alarm site. It shall be unlawful for any person or company to operate, monitor, or be responsible for an alarm system, without prior registration with the third-party administrator designated by City Council. This shall apply to both commercial and residential systems. A separate permit is required for each alarm site.~~
- (2) ~~Any after the fact permit issued to persons who initially failed to obtain permit shall be issued at twice the cost of the permit fee. Each person or company which operates, monitors, or has responsibility for alarm systems, who notifies the City of an alarm activation, shall at the time of notification, disclose the name, address, telephone number, and permit number of the alarm user to the county.~~
- (3) ~~The alarm permit sticker shall be displayed in a conspicuous location on the main entrance to the building or facility serviced by the alarm.~~

(d) *Application.*

- (1) ~~*Information required.* Applications for alarm permits shall be made to the St. Lucie County Tax Collector on forms provided by the tax collector. The application shall be signed by the alarm user and shall provide the following information: Any person desiring an alarm system permit shall file an application with the third-party alarm administrator on a form provided by the administrator manually or electronically which includes but is not limited to, the following information:~~
- a. ~~Name, address and telephone number of the alarm user, and, if different, the name, address and telephone number of the person responsible for the proper maintenance and operation of the alarm system and payment of fees assessed under this article. The name and address of the applicant;~~
- b. ~~Address and telephone number of the alarm user's premises or building to be served by the alarm. If different than above, the address at which the alarm system is to be installed and used;~~

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- c. ~~The name, address and telephone number of the person or persons in charge of the premises or building served by the alarm. If the applicant is a corporation the names and addresses of its principal officers;~~
 - d. ~~The classification of the alarm system as either commercial or residential. If the applicant is a partnership, association, or other business entity, the names and addresses of the partners or persons comprising the same;~~
 - e. ~~Whether the building is rented or owner-occupied. A description of the alarm system proposed to be installed, including the manufacturer's name and model number, if any;~~
 - f. ~~For each alarm system at the alarm site, the purpose of the alarm system, i.e. burglary, hold up, duress, fire, or other. For residential properties: the names, addresses and telephone numbers of two (2) or more persons who will be available to secure the premises during any hour of the day or night; For commercial properties: the names, addresses, and telephone numbers of three (3) or more persons who will be available to secure the premises during any hour of the day or night;~~
 - g. ~~Classification of the alarm site as being equipped or nonequipped for duress alarm. Classification of the alarm site as being equipped or non-equipped for duress alarm. Any such additional information that the City may deem necessary in order to fully and properly administer this chapter.~~
 - h. ~~Signed certification from the alarm user and the alarm business stating:
 - 1. ~~The date of installation, conversion or takeover of the alarm system, whichever is applicable;~~
 - 2. ~~The name, address, and phone number of the alarm business performing the alarm system installation, conversion or alarm system takeover and responsible for providing repair serve to the alarm system;~~
 - 3. ~~The name, address and phone number of the alarm business monitoring the alarm system if different from the installing alarm business;~~
 - 4. ~~That a set of written operating instructions for the alarm system including written guidelines on how to avoid false alarms, have been left with the applicant; and~~
 - 5. ~~That the alarm business has trained the applicant in proper use of the alarm system, including instructions on how to avoid false alarms.~~~~
- (2) ~~*Renewals.* This certification shall not apply to renewals. Whenever any change occurs relating to the information required by this section, the applicant or permittee shall give written notice thereof to the third-party alarm administrator within ten days after such change.~~
- (3) ~~*Amended application.* An amended application shall be filed within ten days after any change in the information provided in such application. Upon amendment of ownership or changes in the nature of the system, a new alarm permit shall be required. An alarm system permit may be denied if the application is not in the proper form, does not contain all information, or fees required by this chapter are not paid.~~

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- (4) To the extent allowed by law and in the interest of public safety, all information contained in and gathered through the alarm permit applications, records relating to alarm dispatch requests, and applications for appeal shall be exempt and confidential information held in confidence by all employees or representatives of the City, County and by any third-party administrator or employees of a third-party administrator with access to such information.
- (e) *Term; fee; nontransferable.*
- (1) ~~An alarm permit shall have a term of two years from date of issuance, such term to begin October 1 and end September 30. Any alarm permit issued after October 1 will be valid for the following two years through September 30.~~ Alarm System Permits are issued for a period of one (1) year and will expire 365 days after the date of issuance or renewal, unless otherwise suspended or revoked at an earlier time. Upon expiration of an alarm system permit, a renewal permit must be obtained in the manner specified by the City before an alarm system may continue in use.
- (2) ~~The city shall charge a \$10.00 fee to the alarm user for each permit issued, including successive renewal permits, to defray the cost of regulation.~~ Alarm permits may not be transferred to another person or alarm site. Permits are valid only for the permittee and address listed on the permit.
- (3) ~~Any alarm permit issued pursuant to this chapter shall not be transferable or assignable and shall cover only one building or premises. An alarm user shall inform the tax collector of any change that alters any information listed on the permit application within ten working days.~~ An alarm user shall inform the third-party alarm administrator of any change that alters any information listed on the permit application within ten working days.
- (4) ~~It is the responsibility of the alarm user to submit a renewal application prior to the permit expiration date. Failure to renew shall be classified as use of a nonpermitted alarm system and citations and penalties shall be assessed.~~ It is the responsibility of the alarm user to submit a renewal application prior to the permit expiration date. Failure to renew shall be classified as use of a non-permitted alarm system and citations and penalties shall be assessed without waiver.
- (5) Within six (6) months of the effective date of this ordinance any person who has a pre-existing alarm system which was not installed under a permit may obtain an installation permit without a penalty.
- (f) *Issuance.* An alarm permit shall be mailed to the alarm user by the ~~tax collector~~ third-party administrator at the address of the alarm user stated on the application within ten days after receipt of the completed application by the ~~tax collector~~ third-party administrator. An alarm permit shall be denied if:
- (1) The requested information is not supplied on the application.
- (2) Material information on the application is incorrect.
- (3) Any person or entity listed on the application as responsible for the installation, maintenance and/or monitoring of the alarm system does not possess any required

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occupational or regulatory license to conduct such activities unless the person or entity is the alarm user.

- (4) All false alarm dispatch charges for excessive false alarms owed by the alarm user have not been paid.
 - (5) The alarm user had an alarm permit for the alarm site suspended or revoked and the violation causing the suspension or revocation has not been corrected.
- (g) ~~Excessive false alarm signals generally. Installation requirements; duty of owners; duties of alarm companies.~~
- (1) ~~No person shall allow, permit, cause or fail to prevent the emission, for any reason, by any alarm used by him, or any alarm serving a premises or a building occupied and controlled by such person, of more than three false alarms within any one year period of time. Prior to the activation or substantial modification or use of an alarm system, as defined in 93.03(a), the owner, manager, or lessee of the premises shall furnish to the third-party alarm administrator on a form provided by the third-party alarm administrator manually or electronically which includes information deemed necessary to provide adequate response to the alarm.~~
 - (2) ~~The emission of more than three false alarms within any one year period of time is excessive and constitutes a serious public nuisance, and is subject to false alarm dispatch charges set out in subsection (h) below. Owners, managers or lessees of existing alarm systems as defined in Sec. 93.03(a) shall have thirty (30) days from the effective date of this ordinance to comply with the above notice requirements.~~
 - (3) ~~There shall be a three-month grace period on false alarms only for new installations from the date of installation. For any false alarms during this period, the alarm business shall be contacted to review the customer false alarm prevention checklist (appendix A of this section) with the alarm user. Owners, manager or lessees, or agents of any alarm system shall respond to the alarm location, when requested, in order to reset or deactivate the alarm system within a reasonable time of notification. Failure to provide such access shall result in a false alarm assessment as provided in Sec.93.03(h).~~
 - (4) ~~A contractor as defined in Section 553.793, Florida Statutes, or an alarm system monitoring company that installs a monitored alarm system shall provide written notice, on paper or electronically, to an owner, lessee, or occupant, or an authorized representative thereof, before activating or reactivating an alarm system, that the City requires the registration of the alarm system.~~
 - (5) ~~An alarm system monitoring company that activates an alarm system installed by an owner, lessee, or occupant, or authorized representative thereof, shall provide verbal notice to the owner, lessee, or occupant, or authorized representative thereof, before activating or reactivating an alarm system, that the City requires the registration of the alarm system.~~
 - (6) ~~Prior to the activation or use of any type of general alarm device the owner, manager or lessee of the premises shall furnish to the third-party alarm administrator, information regarding the full names, addresses and telephone numbers of at least three (3) persons for commercial properties and two (2) persons for residential properties who can be~~

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reached at all times and who are authorized and have the capability to enter the premises and deactivate the alarm device. Owners, managers or lessees of the premises with alarm devices already installed shall have thirty (30) days from the effective date of this ordinance to comply with the above notice requirement. It shall be the responsibility of the owner, manager or lessee of the premises to provide an updated list annually to the third-party alarm administrator. Failure to do so may result in a false alarm assessment subject to the sanctions of Sec. 93.03(h).

- (7) All burglar alarm systems having an audible or visual signal at the premises shall be equipped so as to automatically shut off the audible or visual signal after fifteen (15) minutes, except those systems required by law to have a longer operating period, in which case said system shall be equipped so as to automatically shut off the audible or visual signal at the conclusion of the longer required operating time.
- (8) All alarm systems shall be properly maintained. System malfunction due to faulty maintenance shall not be grounds for an excused false alarm assessment.
- (9) All alarm systems shall obtain all necessary permits and inspections for the installation of the system.
- (10) All alarm businesses that sell, lease, install, operate, monitor or have the responsibility for alarm systems, shall maintain the appropriate license as required under Chapter 489, Florida Statutes, and shall register annually with the City. A fine of \$500.00 shall be assessed to any alarm monitoring company who fails to register. Each registration shall be valid for twelve (12) months. The alarm monitoring company shall provide the following information:
- a. Name, street address and telephone number. Monitoring companies shall maintain, for a period of at least one year, records relating to alarm notification and shall provide such records to the third-party alarm administrator upon request, or a fine of \$125.00 shall be assessed.
 - b. The names, street addresses, and telephone numbers of all contracted alarm operators within the territorial jurisdiction of the City.
 - c. The procedure used to verify the legitimacy of an alarm prior to notification of City law enforcement.
 - d. The name, street address, and telephone number of the alarm company.
- (11) An alarm company performing monitoring services shall:
- a. Attempt to verify, by calling the alarm site and/or alarm user by telephone, to determine whether an alarm signal is valid before requesting dispatch. Telephone verification shall require, as a minimum, that a second call be made to a different number, if the first attempt fails to reach an alarm user who can properly identify themselves to attempt to determine whether an alarm signal is valid, except in the case of a panic or robbery-in-progress alarm, or in cases where a crime-in-progress has been verified by video and/or audible means.
 - b. Provide alarm user registration number, when available, to the communications center to facilitate dispatch and/or cancellation.

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- c. Communicate any available information about the location of the alarms to the communications center.
- d. Communicate a cancellation to the communications center as soon as possible following a determination that a response is unnecessary.
- (h) ~~False alarm dispatch charge; collection.~~ Response to alarms; determination of validity.
- (1) ~~For response to excessive false alarms by law enforcement agencies, the alarm user shall be charged a service fee by the city of \$50.00 for the first alarm in excess of three false alarms in any one year period, \$75.00 for the second false alarm in excess of three in any one year period, and \$100.00 for the third and each successive false alarm in excess of three in any one year period.~~
- ~~For response to excessive false alarms by the fire department, the alarm user shall be charged a service fee by the county of \$130.00 for the first alarm in excess of three false alarms in any one year period, \$155.00 for the second false alarm in excess of three false alarms in any one year period, and \$205.00 for the third and each successive false alarm in excess of three in any one year period.~~
- ~~The law enforcement executive, or fire marshal shall determine whether a false alarm has occurred and the frequency of such false alarms, and the tax collector or other person designated by the council shall invoice alarm users of amounts owed to the county or city and shall make demand thereof, pursuant to the provision of this section. Payment of such charges shall be due within ten working days of the date of receipt of the invoice. Payment shall be by money order, certified check or cash only. In the event an alarm user does not remit payment of the charge in a timely manner as provided herein, the tax collector shall notify the sheriff, the fire marshal, or the city as appropriate, that the charge is past due. The sheriff, the fire marshal, or the city as appropriate shall then make an effort to collect said charge. In the event the sheriff, the fire marshal, or the city is unable to collect said charge in a timely manner, the sheriff, fire marshal, or the city shall file a complaint with the city code enforcement division regarding the alarm user's failure to pay the charge in a timely manner. Upon receipt of such complaint, the code enforcement division shall initiate enforcement proceedings in accordance with section 32.21 of this Code and such violations shall be subject to the penalty and enforcement provisions as therein provided in addition to the charges provided in this section. Whenever an alarm is activated in the City, thereby requiring an emergency response to the location by law enforcement and/or the Fire District, and the management of the alarm site does not respond, a police officer or firefighter on the scene of the activated alarm system shall visually inspect the area protected by the system and shall exercise reasonable judgment to determine whether the emergency response was in fact required as indicated by the alarm system or whether in some way the alarm system malfunctioned and thereby activated a false alarm.~~
- (2) ~~An alarm user shall have the option of attending an alarm user awareness class in lieu of paying one prescribed fee. If a police officer or firefighter at the scene of the activated alarm system determines the alarm to be false, said officer or firefighter shall make a report of the false alarm, a notification of which shall be mailed or delivered by the third-~~

ORDINANCE 16-71

party alarm administrator to the alarm user and/or record title owner at the address on file with law enforcement, advising the alarm user and record title owner of the false alarm.

- (3) ~~All false alarm dispatch charges collected as the result of such enforcement shall only be used to offset the costs incurred in responding to false alarms. Law Enforcement shall have the right to inspect any alarm system on the premises to which a response has been made and they may cause an inspection of such system to be made at any reasonable time thereafter to determine whether it is being used in conformity with the terms of this chapter.~~
- (4) ~~Alarm users shall be granted a three-month grace period from the date of initial installation for new installations only. During said time period, the users shall not be assessed the above listed fees. Subsequent to the grace period, all such charges/fees shall apply. All false alarm dispatch charges collected as the result of such enforcement shall only be used to offset the costs incurred in responding to false alarms and administration of the alarm systems ordinance.~~
- (i) ~~Severability and applicability. If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.~~ Classifying alarms; fees charged.

(1) For each response by any emergency unit of the Fire District or any law enforcement agency to an alarm the responding agency will file a report, classifying the alarm as one of the following:

- a. False alarm, system with no test notification or system malfunction.
- b. False alarms, no system test, no owner response.
- c. Valid alarm for cause designated.

(2) There shall be a fine charged for false alarms according to the following schedule during a rolling twelve month period:

<u>Alarm Within 12 Months</u>	<u>Fire/Rescue</u>	<u>Law Enforcement</u>
<u>First</u>	<u>\$0</u>	<u>\$0</u>
<u>Second</u>	<u>\$200</u>	<u>\$100</u>
<u>Third</u>	<u>\$300</u>	<u>\$200</u>
<u>Fourth</u>	<u>\$500</u>	<u>\$400</u>
<u>Fifth & Subsequent</u>	<u>\$500</u>	<u>\$500</u>

(3) Alarm Companies shall not activate the alarm system prior to the registration. If a false alarm occurs prior to the registration of the alarm permit, the alarm monitoring company will be charged a fine of \$250.00. If the alarm system is self-monitored the alarm user will be charged a fine of \$50.00, which may be waived if the alarm permit is registered within thirty (30) days.

ORDINANCE 16-71

(4) In addition, any person operating a non-permitted Alarm System will be subject to an additional fine of \$50.00. This fee may be waived if the permit is registered in fifteen (15) days.

(j) ~~Alarm business license. The city police department can appeal to the appropriate governmental body regulating the alarm business license to suspend or revoke the alarm business license when the alarm business fails to comply with the following duties:~~ Disbursement of service charges. Service charges will be disbursed to the accounts of each responding law enforcement agency and/or the general fund of the county Fire District or in a manner as agreed to by all affected agencies. Pursuant to F.S. Section 30.51, all service fees and charges assessed for services of the Sheriff shall be remitted to the City.

- ~~(1) Report alarm signals by using telephone numbers designated by the alarm administrator;~~
- ~~(2) Attempt to verify every alarm signal, except a duress and holdup alarm activation before requesting a law enforcement response to an alarm system signal;~~
- ~~(3) Communicate alarm dispatch requests to the municipality in a manner and form determined by the alarm administrator;~~
- ~~(4) Communicate cancellations to the municipality in a manner and form determined by the alarm administrator;~~
- ~~(5) Ensure that all alarm users of alarm systems equipped with a duress or holdup alarm are given adequate training as to the proper use of the duress or holdup alarm;~~
- ~~(6) Communicate any available information (north, south, front, back, floor, etc.) about the location of the alarm;~~
- ~~(7) Communicate type of alarm activation (silent or audible, interior or perimeter);~~
- ~~(8) Provide alarm user registration number when requesting dispatch;~~
- ~~(9) Endeavor to contact the alarm user when an alarm dispatch request is made; and~~
- ~~(10) Upon enactment of this section, alarm businesses that perform monitoring services must maintain for a period of at least one year, records relating to alarm dispatch request. Records must include the name, address and phone number of the alarm user, the alarm system zone(s) activated, the time of alarm dispatch request and evidence of an attempt to verify. The city police department may request copies of such records for individually named alarm users.~~

(Ord. 88-12, passed 2-29-88; Ord. No. 00-34, § 1, 4-24-00; Ord. No. 00-75, § 1, passed 8-28-00)

CUSTOMER FALSE ALARM PREVENTION CHECKLIST

Yes	No	(Check one)
_____	_____	I have been trained in the proper operation of the system.

ORDINANCE 16-71

<u> </u>	<u> </u>	I have been given a summary operating sheet.
<u> </u>	<u> </u>	I have been given the security system operating manual.
<u> </u>	<u> </u>	I know how to cancel an accidental alarm activation.
<u> </u>	<u> </u>	I have the cancellation code.
<u> </u>	<u> </u>	I know how to turn off motion detectors while leaving other sensors on.
<u> </u>	<u> </u>	I know how to test the system, including the communication link with the monitoring center.
<u> </u>	<u> </u>	I understand the length of the delay time on designated entry/exit doors and I believe this will provide sufficient time to get in and out of the premises. My entry time: _____ . My exit time: _____ .
<u> </u>	<u> </u>	I have the alarm business phone number to request repair service or to ask questions about the alarm system.
<u> </u>	<u> </u>	I have been offered the option of a training/no dispatch period.
<u> </u>	<u> </u>	I understand that indoor pets can cause false alarms and I will conduct my alarm business to adjust the system if I acquire any additional indoor pets.
<u> </u>	<u> </u>	I know where the main control panel and transformer are located.
<u> </u>	<u> </u>	I have received an alarm sheet that describes how the alarm business will communicate with me in the event of various alarm signals.
<u> </u>	<u> </u>	I understand the importance of keeping my emergency contact information updated and I know how to do this.

ORDINANCE 16-71

		I understand the importance of immediately advising the alarm business if my phone number changes (including area code changes).
		I understand the importance of any other changes to my telephone service such as call waiting or a fax line.
		I have been made aware of the alarm ordinance, if any, that governs the operation of system and I will comply with applicable requirements (permits, fee, etc.).
		I will advise the alarm business if I do any remodeling (such as extensive painting, moving walls, doors or windows).
		I understand that certain building defects (such as loose fitting doors or windows, rodents, inadequate power, and roof leaks) can cause false alarms. I will correct these defects, as I become aware of them.
		The alarm business has given me written false alarm prevention techniques to help me prevent false alarms.
		I understand it is my responsibility to prevent false alarms and I understand it is critical and my responsibility to assure that all users of the system (such as residents, employees, guests, cleaning people, and repair people) are trained on the proper use of the system.

Comments: _____

ALARM BUSINESS	CUSTOMER
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ORDINANCE 16-71

_____	_____ Print Name(s)
By: _____	_____ Signature(s)
	_____ Date

(k) Appeals.

(1) Appeals process. An alarm user may appeal assessment of the fine(s) to the City’s designated Alarm Administrator by filing a written request for review setting forth the reasons for the appeal within fourteen (14) calendar days of the date of the notice of the assessed fine(s). The failure to file a request for an appeal within this time period shall constitute a waiver of the right to contest the assessment of the fine(s). The City’s Special Magistrate shall serve as the Hearing Officer for all appeal hearings under this section pursuant to Chapter 37 of the Port St. Lucie, Florida Code of Ordinances. The filing of a request for an appeal shall stay the assessment of the fine(s) until the Special Magistrate renders a final decision. Upon receipt of a timely written request for an appeal, a hearing will be scheduled before the Special Magistrate. Notice of the hearing will be sent to the alarm user after receipt of the request for appeal. The Special Magistrate shall conduct a hearing and consider the evidence presented pursuant to Chapter 162, Florida Statutes. At the conclusion of the hearing, the Special Magistrate shall issue findings of fact, based upon the evidence presented, and conclusions of law, and shall issue a written order. The Special Magistrate’s decision is subject to review in the circuit court by proceedings in the nature of certiorari.

SECTION 2. Section 93.05 (False alarm dispatch charge; collection) of Chapter 93 (Fire Prevention) of Article IX (General Regulations) of the Code of Ordinances of the City of Port St. Lucie is deleted in its entirety:

~~Sec. 93.05. False alarm dispatch charge; collection.~~

~~For response to excessive false alarms by law enforcement agencies, the alarm user shall be charged a service fee by the city of \$50.00 for the first alarm in excess of three false alarms in any one-year period, \$75.00 for the second false alarm in excess of three in any one-year period, and \$100.00 for the third and each successive false alarm in excess of three in any one-year period.~~

~~For response to excessive false alarms by the fire department, the alarm user shall be charged a service fee by the county of \$130.00 for the first alarm in excess of three false alarms in any one-year period, \$155.00 for the second false alarm in excess of three false alarms in any one-year period, and \$205.00 for the third and each successive false alarm in excess of three in any one-year period.~~

Underlined passages are added.

~~Struck through~~ passages are deleted.

ORDINANCE 16-71

~~The law enforcement executive, or fire marshal shall determine whether a false alarm has occurred and the frequency of such false alarms, and the tax collector or other person designated by the council shall invoice alarm users of amounts owed to the county or city and shall make demand thereof, pursuant to the provision of this section. Payment of such charges shall be due within ten working days of the date of receipt of the invoice. Payment shall be by money order, certified check or cash only. In the event an alarm user does not remit payment of the charge in a timely manner as provided herein, the tax collector shall notify the sheriff, the fire marshal, or the city as appropriate, that the charge is past due. The sheriff, the fire marshal, or the city as appropriate shall then make an effort to collect said charge. In the event the sheriff, the fire marshal, or the city is unable to collect said charge in a timely manner, the sheriff, fire marshal, or the city shall file a complaint with the city code compliance division regarding the alarm user's failure to pay the charge in a timely manner. Upon receipt of such complaint, the code compliance division shall initiate enforcement proceedings in accordance with section 32.21 of this Code and such violations shall be subject to the penalty and enforcement provisions as therein provided in addition to the charges provided in this section.~~

~~(Ord. No. 13-17, § 1, 4-8-13)~~

SECTION 3. SEVERABILITY.

If any portion of this Ordinance is for any reason held or declared to be unconstitutional, inoperative, or void, such holding shall not affect the remaining portions of this Ordinance. If this Ordinance or any provision thereof shall be held to be inapplicable to any person, property, or circumstance, such holding shall not affect its applicability to any other person, property, or circumstance.

SECTION 4. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this Ordinance to the Bureau of Administrative Code and Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

SECTION 5. CODIFICATION.

Provisions of this ordinance shall be incorporated in the Code of Ordinances of the City of Port St. Lucie, Florida, and the word "ordinance" may be changed to "section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention; provided, however, that Sections 3 through 6 shall not be codified.

SECTION 6. EFFECTIVE DATE.

This Ordinance shall take effect on October 10, 2016.

ORDINANCE 16-71

PASSED AND APPROVED by the City Council of the City of Port St. Lucie, Florida,
this ~~24~~²⁷ day of ~~September~~^{September}, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE, FLORIDA

By: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM:

By: _____
O. Reginald Osenton
City Attorney



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10E
Meeting Date: 9/26/16

TO: Mayor and City Council

THRU: Patricia Roebing, P.E., Interim City Manager 

THRU: O. Reginald Osenton, City Attorney 

FROM: Keri S. Norbraten, Assistant City Attorney/Police Advisor 

AGENDA ITEM: Ordinance: AN ORDINANCE AMENDING TITLE IX – GENERAL REGULATIONS, CHAPTER 93 – FIRE PREVENTION, OF THE CODE OF ORDINANCES OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY AMENDING SECTION 93.03 SECURITY AND FIRE ALARM SYSTEMS TO ADD TO CERTAIN DEFINITIONS, TO PROVIDE FOR ISSUANCE OF CEASE AND DESIST ORDERS, TO PROVIDE FOR A THIRD-PARTY ADMINISTRATOR TO ADMINISTER THE PERMIT PROCESS, TO CLARIFY THE APPLICATION AND APPROVAL PROCESS; TO REDUCE THE PERMIT TERM TO ONE YEAR AND PROVIDE SIX MONTH AMNESTY PERIOD FOR REGISTRATION OF PREVIOUSLY NON-PERMITTED ALARM SYSTEMS FOLLOWING ADOPTION OF ORDINANCE, TO PROVIDE FOR THE COUNTY'S THIRD-PARTY ADMINISTRATOR TO ISSUE PERMITS, TO ESTABLISH INSTALLATION REQUIREMENTS AND DUTIES OF ALARM OWNERS AND ALARM COMPANIES, ESTABLISHING PROCEDURE FOR DETERMINATION OF FALSE ALARM AND NOTICE TO ALARM USER AND/OR RECORD TITLE OWNER, TO ESTABLISH A REVISED FEE SCHEDULE FOR FALSE ALARMS, PROVIDING CLARIFICATION REGARDING THE RESPONDING AGENCY, AND TO ESTABLISH AN APPEAL PROCEDURE FOR DETERMINATION OF FALSE ALARMS; DELETING IN ITS ENTIRETY SECTION 93.05 FALSE ALARM DISPATCH CHARGE, COLLECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR FILING WITH THE DEPARTMENT OF STATE; PROVIDING FOR CODIFICATION; PROVIDING AN EFFECTIVE DATE.

Submittal Date: 9/19/2016 1671

STRATEGIC PLAN LINK: City of Port St. Lucie Vision 2030 Guiding Principles – Mission Principal A – Safe Community

BACKGROUND: Under our current Ordinance, an Alarm Permit is required for any alarm system serving a premises or building; such permit is issued by the St. Lucie County Tax Collector for a \$10.00 fee. An alarm permit is valid for a term of two years from the date of issuance, with renewal permits also costing \$10.00. An alarm user is charged a service fee of \$50.00 for the first false alarm in excess of three false alarms in any one-year period, \$75.00 for the second false alarm in excess of three false alarms in any one-year period, and \$100.00 for the third and each successive false alarm in excess of three false alarms in any one-year period. The "law enforcement executive" or fire marshal determines whether a false alarm has occurred and the frequency of such false alarms, and the St. Lucie County Tax Collector invoices alarm users for the amounts owed to the City.

Currently, the St. Lucie County Tax Collector assesses the permit fees and false alarm fees on behalf of the City, St. Lucie County, Ft. Pierce, and the Fire District. The alarm user has 10 working days to remit payment for the false alarm service fee. If the alarm user does not remit payment, the Ordinance requires the City's Code Enforcement division to initiate enforcement proceedings in accordance with Section 32.21 of the Code of Ordinances, which has been repealed and replaced with Section 37.01, which establishes the City's Special Magistrate.

An Alarm Committee comprised of representatives of the Port St. Lucie Police Department, St. Lucie County Fire District, St. Lucie County Sheriff's Office, Ft. Pierce Police Department, and the Public Safety Director voted to shift administration of the permitting and fine collection to a third-party administrator. The Committee has determined that a third-party administrator would better accomplish the Committee's goal of reducing law enforcement and fire rescue response time spent on responding to false alarms in St. Lucie County. Pursuant to the Committee's recommendations, the St. Lucie County Board of County Commissioners approved the award of RFQ 14-006 False Alarm Billing and Tracking Services to Public Safety Corporation ("PSC") and have passed Ordinance No. 87-44 establishing alarm system standards using a third-party administrator. Beginning October 1, 2016 the Tax Collector will begin to transfer permitting and collection of the fees to Public Safety Corporation and no longer provide this service to the City.

ANALYSIS: The attached Ordinance serves to effectuate the recommended changes made by the Alarm Committee. Additionally, the Ordinance will provide a mechanism for Council to enter into the "Amended and Restated Contract for False Alarm Billing and Tracking Services" proposed by PSC, along with the County, the St. Lucie County Fire District, and the City of Fort Pierce or to contract with a third-party administrator of their choosing.

The third-party administrator will issue alarm permits and collect fees for false alarms. The alarm permit will be valid for 365 days after the date of issuance. A renewal permit must be obtained upon expiration. The initial permit and renewal permits will

now be free to applicants. The Ordinance requires residents with pre-existing alarm systems to obtain a permit within six months of the effective date of the Ordinance.

The Ordinance proposes the following fine schedule for false alarms that occur within a rolling twelve-month period: First False Alarm - \$0, Second False Alarm- \$100, Third False Alarm - \$200, Fourth False Alarm - \$400, Fifth and Subsequent False Alarm - \$500. The above fines charged by Port St. Lucie Police Department, St. Lucie County Sheriff's Office, and Ft. Pierce Police Department are identical, while the Fire District's fees are as follows: First False Alarm - \$0, Second False Alarm - \$200, Third False Alarm - \$300, Fourth and Subsequent False Alarm - \$500. The responding agencies will file a report classifying the alarm as valid or false.

In order to assist law enforcement and the Fire District, an alarm system user must furnish the third-party administrator with the names, addresses, and telephone numbers of at least three people for commercial properties and two people for residential properties who can be reached at all times and who are authorized to enter the property and deactivate a false alarm. Alarm system users or their agents are required to respond to the alarm location in order to reset or deactivate a false alarm within a reasonable time of notification.

The Ordinance requires all alarm businesses that sell, lease, install, operate, or monitor alarm systems to register annually with the City. The companies are subject to a fine of \$125.00 for failing to register. Alarm companies providing monitoring services must attempt to verify whether an alarm signal is valid before requesting dispatch.

Finally, an alarm user will be able to appeal assessment of a false alarm fine to the Port St. Lucie Police Department by filing a written request for review setting forth the reasons for appeal within fourteen calendar days of the date of the notice of the assessed fines. The City's Special Magistrate will serve as the Hearing Officer for all appeal hearings.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Ordinance has been reviewed and approved as to legal form and sufficiency by Keri S. Norbraten, Assistant City Attorney/Police Advisor

STAFF RECOMMENDATION: Port St. Lucie Police Department

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: A brief presentation on the matter will be provided by Chief John Bolduc and Assistant City Attorney Keri Norbraten if requested.

REQUESTED MEETING DATE: 9/26/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance

c: John Bolduc, Chief of Police
Cheryl Shanaberger, Director of Procurement Management
Bill May, Police Administrator

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SEP 20 2016

CITY MANAGER'S OFFICE



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10A

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

FROM: David K. Pollard, MBA, CGFO, OMB Director 

Agenda Item: Ordinance: Budget Amendment #4 – FY 2015-16

Submittal Date: 10/3/2016 *16-72*

STRATEGIC PLAN LINK: GOALS 2018 – FINANCIALLY SOUND CITY

BACKGROUND: Budget Amendments are allowed up to 60 days following the close of a fiscal year. This budget amendment is needed to cleanup four SAD Funds that need their budget to match the required expenditures. Our final review of the FY 2015-16 financial activity showed four minor budget adjustments are needed.

ANALYSIS: The budget for the SW Annexation SAD Fund needs to be adjusted to match the recent refinancing figures. Three other SAD Funds need their budget fine-tuned to match their actual transactions.

FINANCIAL INFORMATION: The total of this budget amendment is a net increase of \$2,750,603 for a new budget total of \$691,353,802. The operating funds of the City are not impacted by this amendment.

LEGAL INFORMATION: The Ordinance has been reviewed as to form by the City Attorney, 10-3-16.

STAFF RECOMMENDATION: Submitted by OMB to the City Manager. Staff recommends approval.

SPECIAL CONSIDERATION: There are no staffing requests in this budget amendment.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Ordinance and Schedule of Requested Updates

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

ORDINANCE 16-72

AN ORDINANCE AMENDING THE 2015-16 BUDGET OF THE CITY OF PORT ST. LUCIE, FLORIDA, BY INSERTING THEREIN A SCHEDULE CONSISTING OF 1 PAGE, ATTACHED HERETO AND DESIGNATED AS 2015-16 BUDGET AMENDMENT NO.4. THE SAID SCHEDULE PROVIDES FOR AN INCREASE AND/OR DECREASE IN APPROPRIATIONS IN THE VARIOUS LINE ITEMS; PROVIDING AN EFFECTIVE DATE.

THE CITY OF PORT ST. LUCIE HEREBY ORDAINS:

Section 1. The budget of the City of Port St. Lucie, Florida, for the year 2015-16 be amended by increasing and/or decreasing various line items as set out in the schedule attached hereto consisting of 1 page and made a part hereto and designated as 2015-16 Budget Amendment #4 and that the City Manager and Director of Office of Management and Budget are hereby instructed and directed to transfer said funds to said accounts and to increase and/or decrease said accounts in conformity with said schedule.

Section 2. This Ordinance shall become effective ten (10) days after it's final adoption.

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

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

BY: _____
Gregory J. Oravec, Mayor

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
O. Reginald Osenton, City Attorney

**CITY OF PORT ST. LUCIE
BUDGET AMENDMENT - #4
FY 2015-16**

******SW ANNEXATION COLLECTION FUND #115******

	Expenses	Revenues
(A) Water and Sewer Combined Service		
-Increase Debt and other costs related to refunded bonds	\$ 2,572,000	
-Increase Bond Proceeds		\$ 2,572,000
BUDGET AMENDMENT TOTAL - FUND #115	\$ 2,572,000	\$ 2,572,000

******SAD 1 PHASE 1 Fund #120******

	Expenses	Revenues
(A) Water and Sewer Combined Service		
-Increase Other Contractual Services (Miscellaneous costs)	\$ 50	
-Reduce Contingency		(50)
BUDGET AMENDMENT TOTAL - FUND #120	\$	\$

******SW ANNEXATION DISTRICT #2 FUND #126**

	Expenses	Revenues
(A) Other Physical Environment		
-Increase Interest Income		\$ 616
-Increase Water & Sewer Assessment Revenue (actual is greater than budget)		155,642
-Increase Fund Balance/Cash Carryforward		\$ 22,136
-Increase Interfund Transfer to Road and Bridge Fund #304	\$ 178,394	
-Increase Other Contractual Services and Postage	2,700	
BUDGET AMENDMENT TOTAL - FUND #126	\$ 178,394	\$ 178,394

******CITY CENTER SAD COLLECTION FUND #156******

	Expenses	Revenues
(A) Non-Departmental & Operating		
-Increase Water & Sewer Assessment Revenue (actual is greater than budget)		\$ 209
-Increase Principal	209	
BUDGET AMENDMENT TOTAL - FUND #156	\$ 209	\$ 209

Budget Amendment #4 Grand Total

\$ 2,750,603



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 10B

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E. – Interim City Manager

FROM: Carmen A. Capezuto, Neighborhood Services Director *CAP*

Agenda Item: Ordinance: An Ordinance Authorizing the Conveyance of Certain Residential Real Property Located at 680 SE Walters Terrace, Acquired via the City of Port St. Lucie Neighborhood Stabilization Program (NSP1) to Genesys Community Development Corporation, a Florida Nonprofit Corporation; Providing an Effective Date.

16-73

Submittal Date: 10/3/2016

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Mission, which is to provide "exceptional municipal services" (Principle A), that are "responsive to the community" (Principle B)

BACKGROUND: At the June 20, 2016 City Council workshop, staff was directed to create a Veterans (Affordable) Housing program that would make use of five (5) remaining Neighborhood Stabilization Program (NSP) properties. Our NSP inventory has one (1) fully rehabilitated home, located at 680 SE Walters Terrace, and four (4) vacant lots that are earmarked for development in 2017 as affordable housing for veterans.

ANALYSIS: Staff is in the process of developing an RFP for non-profit developers to provide affordable housing on the vacant lots. We consider the 5th property (the home) to be separate in scope and wish to "kickoff" this new veterans program by working with a project management consultant (Genesys Community Development Corporation, a Florida Nonprofit Corporation) to find and assist in the placement of a highly deserving local veteran family in the home to include a community celebration on Veterans Day (2016). This is an ambitious timeline which staff is confident can be met through our discussions with local partners.

FINANCIAL INFORMATION: The total cost to implement the proposal is \$5,000.00 and would be funded by the administrative allowance portion of our NSP1 program.

LEGAL INFORMATION: Approved by O. Reginal Osenton, City Attorney on September 29, 2016 as to legal form and sufficiency. *JOS*

STAFF RECOMMENDATION: Staff is recommending approval of the ordinance and the proposal to contract with Genesys Community Development Corporation to assist in the placement of a veteran in need in the home located at 680 SE Walters Terrace on November 11, 2016 (Veterans Day). Genesys specializes in this type of program and will work with City staff and local Veteran organizations to help identify a veteran family, facilitate new homeowner education training, promote the success story and coordinate an open house with all community partners this coming Veterans Day.

SPECIAL CONSIDERATION: The City's investment in the property is \$173,022.49 which includes the purchase price of \$87,617.81 plus repair and rehab costs of \$85,404.68. The cost to the City for property maintenance (water/sewer, mowing, and stormwater fee) is approximately \$1,500.00 annually. The home was purchased on May 7, 2015 and was last appraised for \$131,000.00 on September 24, 2015. An updated appraisal is pending. The ordinance places a resale restriction on the property to protect the City's donation. The future owner of the home will be responsible for maintaining the insurance and property taxes. The home is approximately 1,623SF under air, has three (3) bedrooms and two (2) full baths.

PRESENTATION INFORMATION: Staff would like to give a brief presentation on the opportunity to place a veteran/family in the home at 680 SE Walters Terrace.

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: 680 SE Walters Terrace

ATTACHMENTS: 1. Proposed Ordinance with attached Proposed Agreement with Genesys Community Development Corporation; 2. Location map; 3. Pictures of the home; 4. Florida Department of State Division of Corporations Sunbiz Report for Genesys Community Development Corporation; 5. Genesys Community Development Corporation Letter of Approval as a 501(c)(3) Non Profit Corporation.

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

ATTACHMENT

“1”

(to Council Agenda Memorandum)

ORDINANCE 16-73

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF CERTAIN RESIDENTIAL REAL PROPERTY LOCATED AT 680 SE WALTERS TERRACE, ACQUIRED VIA THE CITY OF PORT ST. LUCIE NEIGHBORHOOD STABILIZATION PROGRAM (NSP1) TO GENESYS COMMUNITY DEVELOPMENT CORPORATION, A FLORIDA NONPROFIT CORPORATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port St. Lucie ("City") has acquired certain residential real property located at 680 SE Walters Terrace with funding provided by the federal government for its Neighborhood Stabilization Program ("NSP"); and

WHEREAS, the City has rehabilitated this home; and

WHEREAS, the City desires to enter into a Project Management Contract with a nonprofit community development corporation, known as GENESYS Community Development Corporation, in substantially the same form as attached to market and transfer this property to a Veteran qualified under the NSP Program.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA HEREBY ORDAINS AS FOLLOWS:

Section 1. The City Council of the City of Port St. Lucie, Florida hereby adopts and ratifies those matters as set forth in the foregoing recitals.

Section 2. That there is hereby authorized the conveyance of this Property, located at 680 SE Walters Terrace and further described in the attached Exhibit "A," which is incorporated herein by reference, to a nonprofit community development corporation known as GENESYS Community Development Corporation.

Section 3. The City Manager, or his/her designee, is hereby authorized to enter into the Project Management Contract with the nonprofit community development corporation known as GENESYS Community Development Corporation in substantially the same form as attached hereto, and incorporated herein by reference, as Exhibit "B."

Section 4. The City Manager, or his/her designee, is hereby authorized to execute any and all documents necessary to complete the conveyance of the NSP home, located at 680 SE Walters Terrace, to a qualified applicant.

ORDINANCE 16-73

Section 5. This Ordinance shall become effective ten (10) days after its final adoption.

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

ATTEST:

CITY COUNCIL
CITY OF PORT ST. LUCIE

Karen A. Phillips, City Clerk

BY: _____
Gregory J. Oravec, Mayor

APPROVED AS TO FORM:

BY: _____
O. Reginald Osenton, City Attorney

ORDINANCE 16-73

Exhibit "A"

Lot 15, Block 444, Port St. Lucie Section Three, according to the plat thereof recorded in Plat Book 12, Page 13A to 13I of the Public Records of St. Lucie County, Florida.

EXHIBIT

“A”

(to Authorizing Ordinance)

ORDINANCE 16-

Exhibit "A"

Lot 15, Block 444, Port St. Lucie Section Three, according to the plat thereof recorded in Plat Book 12, Page 13A to 13I of the Public Records of St. Lucie County, Florida.

EXHIBIT

“B”

(to Authorizing Ordinance)

**PROJECT MANAGEMENT CONTRACT
BETWEEN
CITY OF PORT ST LUCIE, FLORIDA
AND
GENESYS COMMUNITY DEVELOPMENT CORPORATION**

**REGARDING
VETERAN HOMEOWNERSHIP PROGRAM
FOR
THE NEIGHBORHOOD STABILIZATION PROGRAM (NSP)**

THIS CONTRACT (the "Contract") is entered into this _____ day of _____, 2016 by the City of Port St. Lucie, Florida, a municipal corporation organized and existing under the laws of the State of Florida, its successors and assigns, whose address is 121 S.W. Port St. Lucie Blvd., Port St. Lucie, FL 34984, (hereinafter referred to as the "City") and GENESYS Community Development Corporation, a Florida Non Profit Corporation, whose post office address is 5136 Clarion Hammock Drive, Orlando, Florida 32808, (hereinafter referred to as "Project Manager").

RECITALS

WHEREAS, City is the recipient of Neighborhood Stabilization Program (NSP) funds from the Department of Housing and Urban Development (HUD) under the authority of sections 2301–2304 of the Housing and Economic Recovery Act (HERA) of 2008, which appropriates funding for emergency assistance for redevelopment of abandoned and foreclosed homes and residential properties, and an additional allocation of funds provided under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010 (Dodd-Frank Act), and

WHEREAS, the City has received HUD executed grant contracts which designated the City as a NSP recipient for the purpose of administering NSP-eligible activities within the City; and

WHEREAS, Project Manager represents that it is fully qualified as a project manager and non-profit corporation; possesses the requisite skills, knowledge, qualifications and experience to provide services identified herein; and does offer to perform such services set forth in this Contract; and

WHEREAS, the City has a need for such services and does hereby accept Project Manager's proposal to support the NSP by providing housing assistance to an eligible Veteran household; and

WHEREAS, the parties desire to enter into this contract in order to assist with the administration and implementation of the City's NSP program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and contracts herein contained and other valuable consideration, the receipt of which is hereby acknowledged, the City and Project Manager do hereby agree as follows:

The above recitals are true and correct and form a material part of this Contract.

ARTICLE I DEFINITIONS

- A. **HUD:** The United States Department of Housing and Urban Development.
- B. **Low Income:** "Low income" means a household with income that does not exceed fifty percent (50%) of the Area Median Income as determined by HUD with adjustments made for household size.
- C. **Moderate Income:** "Moderate Income" means a household with income that is greater than fifty percent (50%) but does not exceed eighty percent (80%) of the Area Median Income as determined by HUD with adjustments made for household size.
- D. **Middle Income:** "Middle income" means a household with income that is great than eighty percent (80%) but does not exceed one hundred twenty (120%) of the Area Median Income as determined by HUD with adjustments made for household size.
- E. **Project:** Activities carried out to meet the objectives of the NSP Program

Other terms used herein shall be defined as they appear under the authority of sections 2301 – 2304 of the Housing and Economic Recovery Act of 2008 (Public law 110-289 (July 30, 2008)) (HERA) and the Department of Housing and Urban Development Notice of Allocations, Application Procedures, Regulatory Waivers Granted to and alternative Requirements for Emergency Assistance for Redevelopment of Abandoned and Foreclosed Homes Grantees Under the Housing and Economic Recovery Act, 2008, HERA, and under Section 1497 of the Wall Street Reform and Consumer Protection Act of 2010, the Dodd-Frank Act, (Docket Nos.FR-5255-N-01 and FR-5447-N-01).

ARTICLE II PROJECT MANAGER RESPONSIBILITIES

Project Manager shall, in a satisfactory and proper manner, as determined by the City, in its reasonable discretion, provide eligible NSP activities as described in more detail below as required under the terms of this Contract, and the HERA and the Dodd-Frank Act and applicable regulations referenced above.

- A. **Transfer of Ownership to Project Manager:** City and Project Manager shall coordinate closings for the transfer of the property listed in Exhibit A and for the express purpose stated thereon.

The house designated for purchase from Project Manager by a low to middle income homebuyer will be handled as follows:

1. Simultaneous Closing – City, Project Manager and homebuyer
City and Project Manager will coordinate transfer of title with closing of sale to homebuyer. City will Quitclaim to Project Manager and Project Manager will convey by Warranty Deed to homebuyer; subject to restrictions contained in Exhibit B. Any and all closing costs will be paid by City.

B. Purchase of Homes by Qualified Homebuyer(s): Project Manager shall assist the City and be responsible for performing the following tasks in connection with the project:

1. Marketing to Eligible Homebuyers
Project Manager shall initiate a comprehensive marketing strategy to attract eligible Veteran homebuyers. At a minimum, the strategy shall utilize flyers, and social media.
2. Home Buyer Education/Counseling
As a pre-condition to conveying a home to a homebuyer, Project Manager shall require homebuyers to participate in an eight (8) hour homebuyer education program conducted by a HUD certified homebuyer education counselor and meeting NSP requirements. Sessions shall provide an opportunity for potential homebuyers to secure a comprehensive understanding of the home buying process. Program may be provided by City under its regular NSP homebuyer education program or by Project Manager under a program approved by City and eligible under NSP.
3. Application Intake
Project Manager shall prequalify potential homebuyers and collect all needed information in order to assess the potential homebuyer's financial situation and ensure that houses assisted with NSP funds are ultimately transferred to low to middle-income individuals and families. See Exhibit C for current income limits. Homebuyer financial information shall be provided by Project Manager to the City which shall utilize the information for prequalifying and shall subsequently verify and approve of each potential homebuyer before sale to client.
4. Contracts for Sale of Properties
Once a potential homebuyer has been pre-qualified and approved and documents are approved by City, Project Manager shall execute a contract for sale and purchase that is no more than the City's cost to acquire plus rehab the property or the current market appraised value, whichever is less. Project Manager shall execute a contract with homebuyer for the approved purchase price. Said contract shall also contain information concerning the restriction that will be placed against the property in accordance with this contract.
5. Closing on the Sale of Properties
The property shall be conveyed by Project Manager to the qualified homebuyer, subject to the restriction placed against the property in accordance with this contract.

ARTICLE III
CITY RESPONSIBILITIES

City is responsible for the following tasks and deliverables:

- A. City shall furnish Project Manager with information upon request that affects the projects, including but not limited to income and limits.
- B. Homebuyer Counseling – City will contract with one or more agencies that are qualified to provide pre-purchase counseling and homebuyer education to prospective homebuyers and will notify Project Manager of approved counselors so that the Project Manager can refer buyers. As an alternative, City may approve of Project Manager's homebuyer counseling program.

ARTICLE IV
PROGRAM REQUIREMENTS

- A. Project Manager agrees to comply with the requirements of Title 24 Code of Federal Regulations, Part 570 of the HUD regulations concerning CDBG, Title III of Division B of the Housing and Economic Recovery Act of 2008 and all, federal regulations and policies issued pursuant to these regulations.
- B. No property shall be reserved in favor of Project Manager prior to the effective date of this Contract.

ARTICLE V
RECORD KEEPING

- A. All original records pertinent to this Contract shall be retained by Project Manager for five (5) years following the date of termination of this Contract, with the following exception:

Documents imposing recapture/resale restrictions must be retained for five years after the affordability period terminates. If any litigation, claim or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records shall be maintained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE VI
TERM AND TERMINATION

- A. The initial term of this Contract shall commence upon execution and terminate on January 31, 2017. The term of this contract may be extended for an additional six (6) months provided the Director of Neighborhood Services or designee and Project Manager

mutually agree to the extension in writing.

- B. In accordance with 24 CFR 85.44, this Contract may be terminated in whole or in part for convenience by either party upon thirty days (30) written notification to the other. Termination for convenience shall not apply to provisions in this Contract that require compliance with laws, regulations or ordinances, records retention or to the provision of service to low to middle-income persons or other specified beneficiaries.
- C. In accordance with 24 CFR 85.43, City may suspend or terminate this Contract in whole or in part for cause upon seven (7) calendar days notice in writing to Project Manager. Cause, which shall be determined by City, includes but is not limited to a) failure to comply with the terms and conditions of the Contract, b) refusal to accept conditions imposed by NSP pertaining to activities covered by this Contract, c) submittal to the City of documentation which is incorrect or incomplete in any material respect, or d) changes in Federal or State law or the availability of grant funds or properties as identified in Article 4 of this Contract, which render the project impossible or infeasible.
- D. In the event of default, lack of compliance or failure to perform on the part of the Project Manager, City reserves the right to exercise corrective and/or remedial actions. These actions may include but are not necessarily limited to the following: a) requesting additional information from Project Manager to determine reasons for and/or extent of noncompliance or lack of performance; b) issuing a written warning advising Project Manager of deficiency and that the possibility of more serious sanctions if situation is not remedied; c) advising Project Manager to suspend, discontinue incurring costs for activities in question; d) withholding payment for services provided; or advising Project Manager to reimburse City for amount of costs incurred for any items determined ineligible.

ARTICLE VII **COMPLIANCE WITH APPLICABLE LAWS**

- A. Project Manager shall comply with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to, those incorporated by reference or stated in this Contract.
- B. Project Manager shall avoid any action, which may result in or create the appearance of conflict of interest in accordance with the provisions of 24 CFR 570.611.
- C. Project Manager agrees that funds provided under this Contract shall not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the provisions specified in 24 CFR 570.200(J).
- D. Project Manager agrees that no federally appropriated funds shall be paid by it, or on behalf of it, to any person for influencing, or attempting to influence an officer or employee of any agency, a Member of the United States Congress, an officer or employee of The

United States Congress, or any employee of a Member of the United States Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

- E. Project Manager agrees that if any funds other than federally appropriated funds have been paid or shall be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of the United States Congress, an officer or employee of the United States Congress, or an employee of a Member of the United States Congress in connection with this federal grant, it shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

ARTICLE IX **GENERAL CONDITIONS**

- A. Indemnity
To the fullest extent permitted by law, Project Manager shall defend, indemnify, and hold harmless the City from and against all claims, damages, losses and expenses, including reasonable attorney's fees and costs, arising out of, or resulting from the performance of its operations under this Contract.
- B. Assignment and Subcontracts
 - 1. Project Manager shall not assign any rights or duties under this Contract to any other party without prior written permission of the City. If Project Manager attempts to assign any rights or duties without the prior written consent of the City, the City may declare this Contract void and Project Manager must remit to the City all payments made pursuant to and for the term of this Contract.
 - 2. Project Manager shall not enter into subcontracts for all or any part of the Project conducted under the Contract without obtaining prior written approval of the City, which shall be attached to the original Contract and subject to such conditions and provisions as the City may deem necessary.
- G. Other Conditions
 - 1. Any alterations, variations, modifications or waivers of provisions of this Contract shall be valid when they have been reduced to writing duly signed and attached to the original of this Contract. Such amendment(s) are not valid, binding, and enforceable, against the City unless executed by an authorized City representative. The parties agree to renegotiate the Contract if revision of any applicable laws or regulations makes changes in this Contract necessary. However, if any provision of this Contract or the application of such provision should be rendered or declared

invalid by a court of competent jurisdiction or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of the Contract shall remain in full force and effect.

2. This Contract contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are physically attached. No other contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or bind the parties hereto.

I. Notices

All notices permitted or required shall be deemed validly given if sent by hand delivery or mailed, return receipt requested, or by courier or by overnight delivery address as follows:

As to City: Carmen A. Capezzuto
Neighborhood Services Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, Fl. 34984
CarmenC@cityofpsl.com

As to Project Manager: Denise A. Weathers
President/CEO
GENESYS Community Development Corporation
5136 Clarion Hammock Dr.
Orlando, FL 32808
genesyscdc@gmail.com

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed by their duly authorized officials.

CITY OF PORT ST LUCIE, FLORIDA

City of Port St. Lucie

BY:

Print Name: _____

TITLE:

City Manager

ATTEST:

BY:

Karen A. Phillips, City Clerk

GENESYS Community Development Corporation

BY:

Print Name: _____

TITLE:

STATE OF FLORIDA)
COUNTY OF _____)

The aforesaid instrument was acknowledged before me on the ____ day of _____, 2016 by _____ of _____, a _____, on behalf of the corporation, who is personally known to me or has produced _____, as identification.

[NOTARY SEAL]

Signature of Notary Public: _____

Commission Expires: _____ Printed name: _____

EXHIBIT A

ADDRESS AND LEGAL DESCRIPTION OF PROPERTY

Address:

**680 SE Walters Terrace
Port St. Lucie, FL**

Legal Description:

Lot 15, Block 444, Port St. Lucie Section Three, according to the plat thereof recorded in Plat Book 12, Page 13A to 13I of the Public Records of St. Lucie County, Florida.

EXHIBIT B

**RESTRICTIONS REQUIRED FOR
NEIGHBORHOOD STABILIZATION PROGRAM (NSP) PROPERTIES**

(THIS IS A SAMPLE ONLY - DO NOT EXECUTE)

**City of Port St. Lucie
NSP Homeownership Property**

DECLARATION OF RESTRICTIVE COVENANTS

This Declaration of Restrictive Covenants ("Declaration") is made this _____ day of _____, 20____, by _____, "OWNER," in favor of the **City of Port St. Lucie**, a municipal corporation organized and existing under the laws of the State of Florida, ("CITY").

WHEREAS, OWNER is the fee title owner of that certain real property legally described in Exhibit "A," attached hereto and incorporated herein (the "Property"); and

WHEREAS, OWNER hereby covenants that: (a) OWNER is lawfully seized of said Property in fee simple; (b) the Property is free and clear of all liens and encumbrances that are inconsistent with the terms of this Declaration; (c) OWNER has good right and lawful authority to make this Declaration; and (d) OWNER agrees to fully warrant and defend title to the Property against the claims of all persons whomsoever; and

WHEREAS, OWNER intends to transfer an affordable housing unit on the Property ("Unit") to (a non-profit corporation) for subsequent transfer to an eligible household and has signed a Project Management Contract with CITY that allows for said Property to be used for that purpose; and

WHEREAS, CITY requires the transfer of the Property be made subject to the covenants, conditions, restrictions and other requirements, as set forth herein (collectively, "Restrictions").

NOW, THEREFORE, in consideration of the recitals set forth above and other good and valuable consideration, OWNER hereby declares that the Property shall be held, transferred, sold, conveyed, used and improved subject to these Restrictions in favor of the CITY, all as hereinafter set forth:

1. Incorporation of Recitals and Defined Terms. The recitals, including all defined terms, set forth above are true and correct and are incorporated herein by reference as if set forth in full herein.

2. Restrictive Covenants. OWNER hereby declares that the Property shall be subject to the following Restrictions:

- (a) Property Use. The Property shall be used solely for residential purposes. The Property may not be used for any non-residential purposes whatsoever including, but not limited to, use as a rental property;
- (b) Homestead Exemption. OWNER shall ensure that the Homestead Exemption for the Property is maintained at all times;
- (c) Insurance and Maintenance of Property. OWNER shall ensure that Property is insured and maintained and so that the exterior of the Unit located on the Property is in good repair, including, but not limited to, painting, landscaping and lawn maintenance, as necessary. OWNER shall maintain the Property and the Unit built thereon in accordance with the applicable laws, regulations and ordinances of the CITY;
- (d) Mortgage or Sale of Property. City must approve of any sale or mortgaging of the Property occurring prior to the end of the fifteen (15) year affordability period. Approval may be granted if the Declarant will use the funds obtained from the sale or refinancing to provide for home improvements or needed home repairs.

In the case of an unapproved sale or mortgaging of the Property prior to the end of the fifteen (15) year affordability period, a prorated amount equal to the sales price of and ____/100 Dollars (\$____), with 0% interest thereon, shall be due and payable to the City of Port St. Lucie NSP Revenue Fund or, if the fund is no longer available, to the Community Development Block Grant (CDBG) program income fund of the City of Port St. Lucie, 121 SW Port St. Lucie Blvd., Port St. Lucie, Florida 34984. The amount owed shall be reduced by six and 67/100 percent (6.67%) on the anniversary date of the conveyance of Property and every year thereafter as long as the Property is in compliance with these restrictions or other legally enforceable retention contracts or mechanisms incorporating the income-eligibility and affordability restrictions committed to herein for the duration of the fifteen (15) year period;

3. Property as Servient Estate; Term of Restrictions; Termination. For the purposes of this instrument, the Property and all portions thereof shall be the servient tenement and the CITY shall be the dominant tenement. The Restrictions shall run with the Property and be binding on all persons acquiring title to the Property, or any portion thereof, and all persons claiming under them, until that date which occurs fifteen (15) years following the date of recordation of this Declaration ("Termination Date"). On the Termination Date, this Declaration shall terminate without any required action by OWNER or CITY.

4. Parties. When used herein, the term "CITY" shall mean City of Port St. Lucie, Florida, its successors and assigns. The term "OWNER" shall mean the person or persons holding interests of record to the Property or any portion of the Property, their heirs, personal representatives, and assigns.

5. Enforcement by CITY. The CITY is the beneficiary of these Restrictions, and as such, the CITY may enforce these Restrictions by action at law or in equity, including without limitation, a decree of specific performance or mandatory or prohibitory injunction, against any person or persons, entity or entities, violating or attempting to violate the terms of these Restrictions.

6. Waiver; Modification; Invalidity; Construction; Venue. Any failure of the CITY to enforce these Restrictions shall not be deemed a waiver of the right to do so thereafter. No waiver, modification or termination of this Declaration (except upon the Termination Date, when no action is required to be taken by the OWNER or CITY to terminate this Declaration) shall be effective unless contained in a written document executed by CITY. Any waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. If any covenant, restriction, condition or provision contained in this Declaration is held to be invalid by any court of competent jurisdiction, such invalidity shall not affect the validity of any of the other Restrictions herein contained, all of which shall remain in full force and effect. This Declaration shall be construed in accordance with the laws of Florida and venue shall be St. Lucie County, Florida.

7. Recordation. This Declaration shall be recorded in the Public Records of St. Lucie County, Florida.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, OWNER has executed this Declaration in favor of CITY on the day and year first above written.

OWNER-CORPORATION

Witnesses:

_____, a
OWNER

(Signature)
Print Name: _____

By: _____
(Signature)
Print Name: _____
Title: _____

(Signature)
Print Name: _____

Address:

Date: ____ day of _____, 20__

ACKNOWLEDGMENT - CORPORATION

STATE OF FLORIDA)
) SS:
COUNTY OF ST LUCIE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as _____ of _____, on behalf of the corporation. He or she is: personally known to me, or produced identification. Type of identification produced _____.

NOTARY PUBLIC:
(Seal)

Notary Public – State Of Florida
Printed Name: _____

My Commission Expires:

EXHIBIT C

2016 INCOME GUIDELINES

Household Size	Low	Moderate	Middle
1	\$19,750	\$31,550	\$47,300
2	\$22,550	\$36,050	\$54,050
3	\$25,350	\$40,550	\$60,800
4	\$28,150	\$45,050	\$67,550
5	\$30,450	\$48,700	\$72,950
6	\$32,700	\$52,300	\$78,350
7	\$34,950	\$55,900	\$83,750
8	\$37,200	\$59,500	\$89,200

DEFINITIONS:

LOW: Households whose incomes do not exceed fifty (50) percent of the median household income of the area, as determined by HUD with adjustments made for household size.

MODERATE: Households whose incomes are greater than fifty (50) percent but do not exceed eighty (80) percent of the median household income of the area, as determined by HUD with adjustments for made for household size.

MIDDLE: Households whose incomes are greater than eighty percent (80%) but do not exceed one hundred twenty percent (120%) of the median household income of the area, as determined by HUD with adjustments made for household size.

NOTE: The incomes provided by HUD are subject to change.

EFFECTIVE: Income data effective as of 3/28/16.

ATTACHMENT

“2”

(to Council Agenda Memorandum)

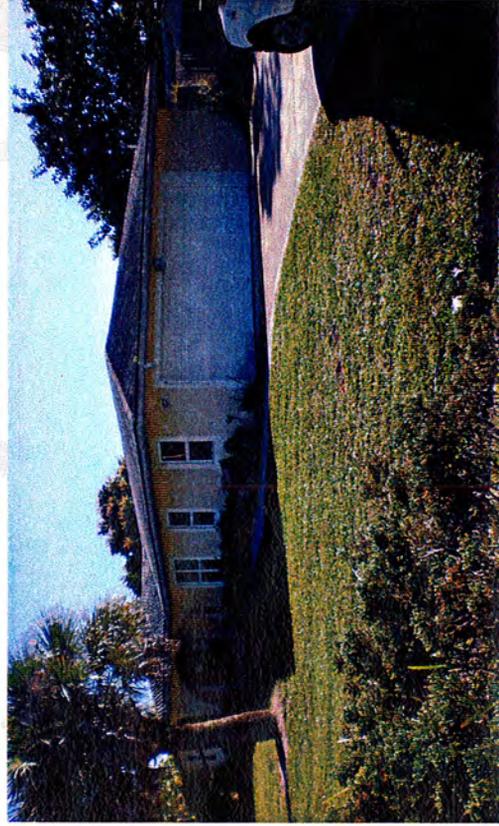
ATTACHMENT

“3”

(to Council Agenda Memorandum)

680 SE Walters Terrace – Veteran’s Program

BEFORE

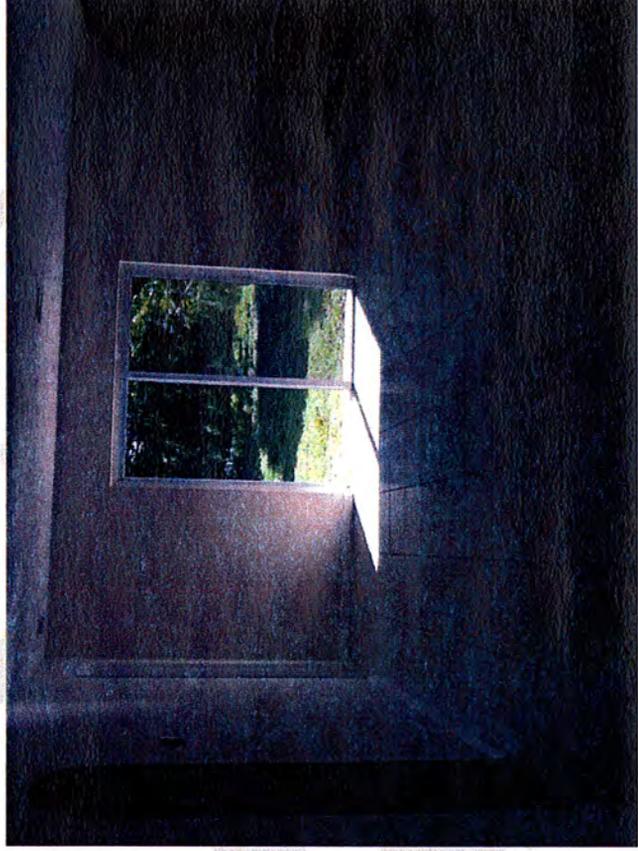


AFTER



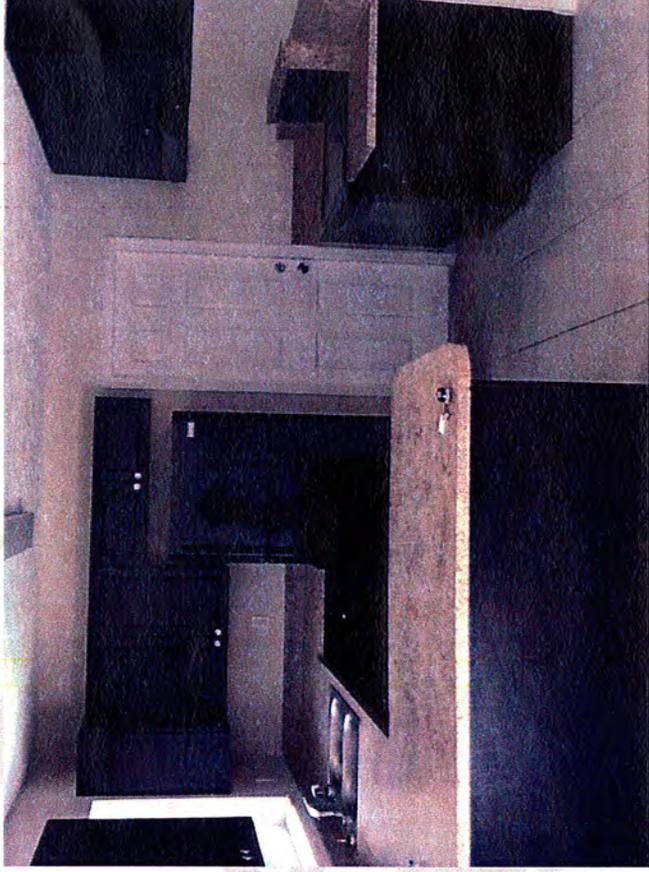
CityofPSL.com

680 SE Walters Terrace – Veteran’s Program



CityofPSL.com

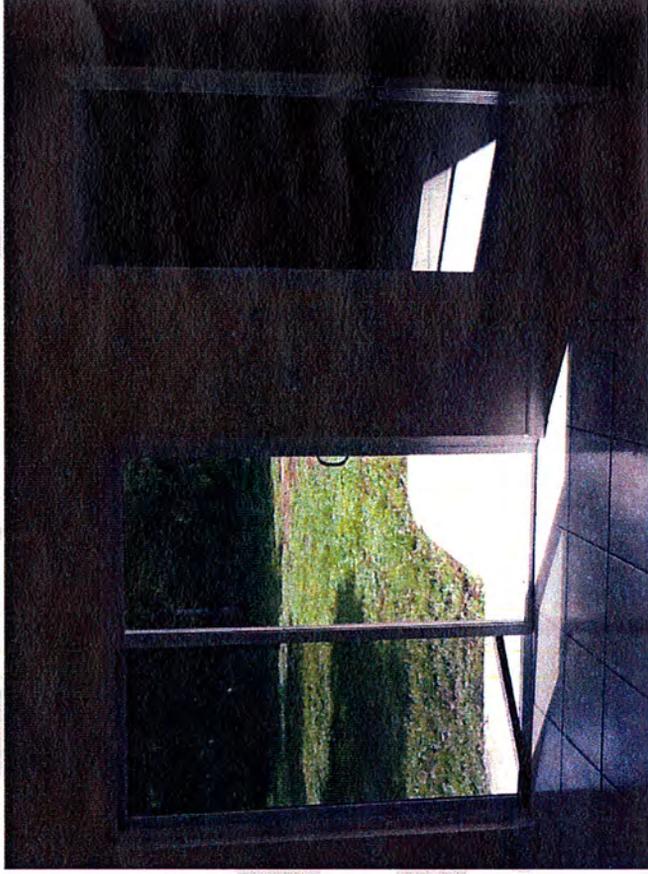
680 SE Walters Terrace – Veteran’s Program



CityofPSL.com

INCORPORATED

680 SE Walters Terrace – Veteran’s Program



CityofPSL.com

680 SE Walters Terrace – Veteran's Program

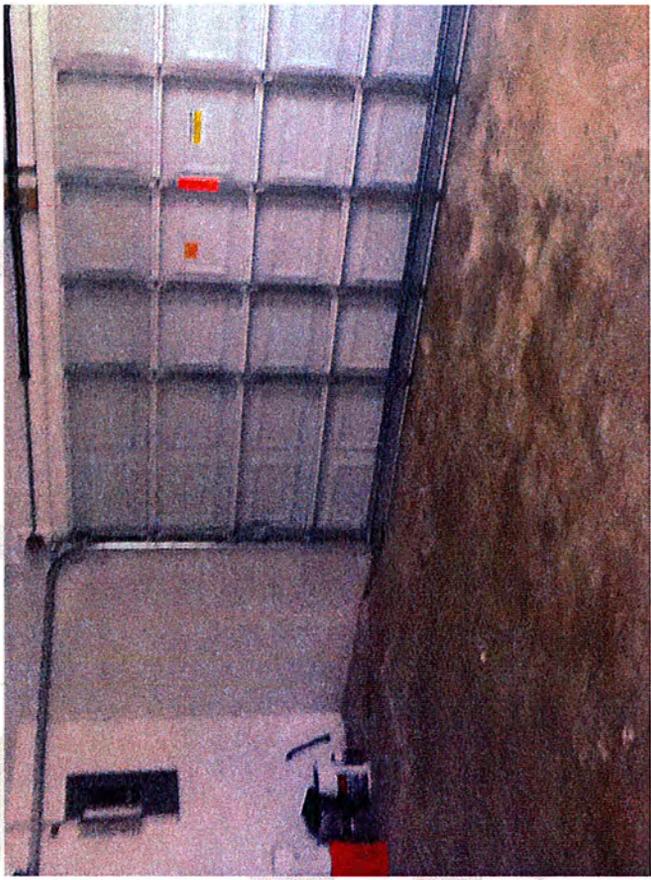
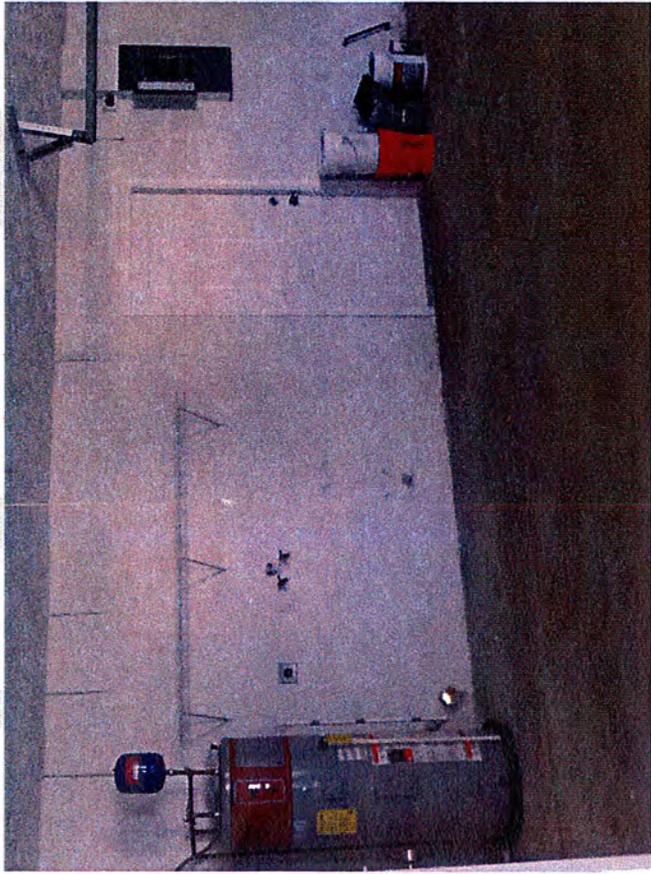


INCORPORATED



CityofPSL.com

680 SE Walters Terrace – Veteran's Program



CityofPSL.com

ATTACHMENT

“4”

(to Council Agenda Memorandum)

FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS[Home](#)[Contact Us](#)[E-Filing Services](#)[Document Searches](#)[Forms](#)[Help](#)

Detail by Entity Name

Florida Not For Profit Corporation

GENESYS COMMUNITY DEVELOPMENT CORPORATION

Filing Information

Document Number	N16000001727
FEI/EIN Number	NONE
Date Filed	02/10/2016
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	03/30/2016
Event Effective Date	NONE

Principal Address

5136 CLARION HAMMOCK DRIVE
ORLANDO, FL 32808

Mailing Address

5136 CLARION HAMMOCK DRIVE
ORLANDO, FL 32808

Registered Agent Name & Address

ELLIOTT, HOPE
12472 LAKE UNDERHILL RD #417
ORLANDO, FL 32828

Officer/Director Detail

Name & Address

Title P

WEATHERS, DENISE A
5136 CLARION HAMMOCK DR
ORLANDO, FL 32808

Title VP

MAZO, SANDRA M
5136 CLARION HAMMOCK DR[Copyright ©](#) and [Privacy Policies](#)

State of Florida, Department of State

Title T

JONES, DEREK A
5136 CLARION HAMMOCK DR
ORLANDO, FL 32808

Title S

SANTOS, CHRISTINE
5136 CLARION HAMMOCK DR
ORLANDO, FL 32808

Title O

BANKS, MAURICE
5136 CLARION HAMMOCK DR
ORLANDO, FL 32808

Annual Reports

No Annual Reports Filed

Document Images

03/30/2016 -- Amendment

[View image in PDF format](#)

02/10/2016 -- Domestic Non-Profit

[View image in PDF format](#)

ATTACHMENT

“5”

(to Council Agenda Memorandum)

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 14 2016

GENESYS COMMUNITY DEVELOPMENT
CORPORATION
5136 CLARION HAMMOCK DRIVE
ORLANDO, FL 32808-0000

Employer Identification Number:
81-0746979
DLN:
26053456001246
Contact Person:
WILLIAM SCHRODER ID# 31694
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
February 10, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 5436

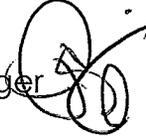


CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11A
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

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

Agenda Item: Resolution: Resolution 16-R77 - Public Service Tax Refunding Revenue Bonds, Series 2016

Submittal Date: 9/30/2016

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

BACKGROUND:

In 2008, the Governmental Finance Corporation (Corporation) issued the \$45,600,000 Certificates of Participation, Series 2008 (2008 COPs) to refund all of the outstanding Certificates of Participation, Series 2007. The Certificates of Participation, Series 2007 proceeds were used to construct the Torrey Pines Building. The 2004 Master Lease Agreement between the City and the Corporation was amended to include City Hall, the Building Department building and the Police Administration building as collateral and the City agreed to make lease payments to the Corporation that would then be used to pay the principal and interest on the 2008 COPs.

On March 28, 2016, the City Council enacted Ordinance 16-13 which authorized the issuance of not to exceed \$39,000,000 in aggregate principal amount of Public Service Tax Refunding Revenue Bonds, Series 2016 (Bonds), in order to refund all of the Certificates of Participation, Series 2008. On April 11, 2016, the City Council approved Resolution 16-R23 authorizing the issuance of the Bonds and setting forth the details for the sale of the Bonds.

Subsequent to the approval of Resolution 16-R23, our Bond Counsel recommended validation of the Bonds. The validation hearing was held on August 31, 2016. Disclosure Counsel recommended revising the Preliminary Official Statement (POS) for the Bonds to include disclosure of the validation of the Bonds and other events

that have occurred since April 11, 2016. As a result of the changes to the POS, staff is bringing the revised POS to the City Council for approval.

ANALYSIS:

There are a number of minor changes to the attached POS compared to the one approved by City Council on April 11th. Changes of note are:

- Removal of the refunding of the 2004 COPs since they were paid in full.
- Name of the new City Attorney
- Name of the Interim City manager
- Change the date of the POS

FINANCIAL INFORMATION:

Currently, the outstanding principal balance of the 2008 COPs is \$34,450,000. Proceeds from the sale of the Bonds will be used to 1) deposit funds in an escrow account to pay the principal and interest on the 2008 COPs until the call date of September 1, 2018, at which time the remaining principal balance will be redeemed, and 2) pay costs of issuance for the Bonds.

LEGAL INFORMATION: Approved by O. Reginald Osenton, City Attorney as to legal form and sufficiency on September 29, 2016

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 16-R77 authorizing the Public Service Tax Refunding Revenue Bonds, Series 2016, Preliminary Official Statement.

SPECIAL CONSIDERATION: None

PRESENTATION INFORMATION:

None.

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS:

Resolution 16 – R77

RESOLUTION NO. 16-R77

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA SUPPLEMENTING RESOLUTION NO. 16-R23 ADOPTED ON APRIL 11, 2016, WHICH RESOLUTION NO. 16-R23 AUTHORIZED, AMONG OTHER THINGS, THE ISSUANCE OF NOT TO EXCEED \$39,000,000 IN AGGREGATE PRINCIPAL AMOUNT OF CITY OF PORT ST. LUCIE, FLORIDA PUBLIC SERVICE TAX REFUNDING REVENUE BONDS, SERIES 2016; APPROVING THE FORM OF AND AUTHORIZING THE DISTRIBUTION OF A PRELIMINARY OFFICIAL STATEMENT AND THE EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT WITH RESPECT THERETO; AND PROVIDING FOR AN EFFECTIVE DATE FOR THIS RESOLUTION.

WHEREAS, the City Council of the City of Port St. Lucie, Florida (the "Issuer") previously adopted Resolution No. 16-R23 on April 11, 2016 (the "Prior Resolution") authorizing the issuance of the City of Port St. Lucie, Florida Public Service Tax Refunding Revenue Bonds, Series 2016 (the "Series 2016 Bonds"); and

WHEREAS, due to certain substantive modifications that were required to be made to the Preliminary Official Statement previously approved by the Prior Resolution, it is necessary and desirable to supplement the Prior Resolution and approve the form of the Preliminary Official Statement, as modified.

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

SECTION 1. AUTHORITY FOR THIS SUPPLEMENTAL RESOLUTION. This supplemental resolution is adopted pursuant to the provisions of the Constitution of the State of Florida, Chapter 166, Florida Statutes, the Charter of the Issuer, Ordinance No. 16-13 enacted on March 28, 2016, and other applicable provisions of law.

SECTION 2. DEFINITIONS. When used in this supplemental resolution, the terms defined in the Prior Resolution shall have the meanings therein stated, except as such definitions may be herein amended and defined.

SECTION 3. PRELIMINARY OFFICIAL STATEMENT. The Issuer hereby authorizes the use and distribution of the Preliminary Official Statement, in substantially the form attached hereto as Exhibit A, by the Underwriters for the purpose of offering the Series 2016 Bonds for sale with such changes, modifications and insertions as the Interim City Manager of the Issuer (the "City Manager") and the Finance Director may determine are necessary and appropriate for the Preliminary Official Statement to be deemed "final" in accordance with this Section 3. The City Manager and

the Finance Director are each hereby authorized to execute a certificate deeming the Preliminary Official Statement "final" in accordance with paragraph (b)(1) of 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 4. OFFICIAL STATEMENT. Subject to the satisfaction in all respects of the conditions set forth in Section 5 of the Prior Resolution, the Mayor, the City Manager, the Finance Director and the Clerk are each hereby authorized to execute and deliver a final Official Statement, dated the date of the Purchase Contract, which shall be in substantially the form of the Preliminary Official Statement, in the name and on behalf of the Issuer, and thereupon to cause such Official Statement to be delivered to the Underwriters with the pricing terms of the Series 2016 Bonds included therein and with such other changes, amendments, modifications, omissions and additions as may be approved by the 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 Series 2016 Bonds to the public. Execution of the Official Statement shall be deemed to be conclusive evidence of approval of such changes.

SECTION 5. SEVERABILITY OF INVALID PROVISIONS. If any one or more of the covenants, agreements or provisions of this supplemental 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 supplemental resolution and shall in no way affect the validity of any of the other covenants, agreements or provisions hereof or of the Series 2016 Bonds issued under the Resolution, as amended and supplemented from time to time.

SECTION 6. 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 7. RESOLUTION AND PRIOR RESOLUTION TO CONTINUE IN FORCE. Except as herein expressly provided, the Resolution and the Prior Resolution and all the terms and provisions thereof are and shall remain in full force and effect.

SECTION 8. EFFECTIVE DATE. This supplemental 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 10th day of October, 2016.

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Gregory J. Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM: _____
City Attorney

EXHIBIT A

FORM OF PRELIMINARY OFFICIAL STATEMENT

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER ___, 2016

NEW ISSUE: BOOK-ENTRY ONLY

RATINGS: See "Ratings" herein.

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

\$33,570,000*

**CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC SERVICE TAX REFUNDING REVENUE BONDS
SERIES 2016**

Dated: Date of Delivery

Due: September 1, as shown on the inside cover page

The City of Port St. Lucie, Florida (the "City") is issuing its \$33,570,000* City of Port St. Lucie, Florida Public Service Tax Refunding Revenue 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 SERIES 2016 BONDS - Book-Entry Only System" herein. Interest on the Series 2016 Bonds will be payable semiannually on September 1 and March 1 of each year, commencing March 1, 2017. U.S. Bank National Association, Orlando, Florida will serve as initial Paying Agent and Bond Registrar.

The Series 2016 Bonds may be subject to optional redemption prior to their maturity dates. See "DESCRIPTION OF THE SERIES 2016 BONDS — Redemption Provisions" herein.

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, including Chapter 166, Parts I and II, Florida Statutes, as amended, the charter of the City, and other provisions of law, Ordinance 16-13 enacted by the City Council of the City (the "City Council") on March 28, 2016, Resolution 14-R10 adopted by the City Council on January 13, 2014, as amended and restated in its entirety by Resolution 14-R116 adopted by the City Council on July 28, 2014, as supplemented by Resolution 16-R23 adopted by the City Council on April 11, 2016, as supplemented (collectively, the "Bond Resolution"). Proceeds from the Series 2016 Bonds will be used to (i) refund all of the City's Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payment to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture"), and (ii) pay certain expenses related to the issuance and sale of the Series 2016

Bonds. See "PURPOSE OF THE SERIES 2016 BONDS" and "ESTIMATED SOURCES AND USES OF FUNDS" herein.

The Series 2016 Bonds, and the interest thereon, are limited, special obligations of the City payable from and secured solely by a pledge of and lien on the Pledged Revenues (as defined herein) on a parity with the City's \$19,775,000 Public Service Tax Revenue Bonds, Series 2014B (Recovery Zone Facility Bonds) currently outstanding in the principal amount of \$19,775,000 (the "Parity Bonds"). The Series 2016 Bonds, the Parity Bonds and any subsequently issued additional bonds shall be referred herein as the "Bonds." For a discussion of the security for the Series 2016 Bonds, see "SECURITY FOR THE SERIES 2016 BONDS" herein.

The Series 2016 Bonds are payable from and secured solely by the Pledged Revenues to the extent and in the manner provided in the Bond Resolution. The Series 2016 Bonds shall not be deemed to constitute a pledge of the faith and credit of the State of Florida (the "State") or of any political subdivision thereof, or the City. Neither the faith and credit of the State or any political subdivision thereof nor the faith and credit of the City are pledged to the payment of the principal of or redemption premium, if any, or interest on the Series 2016 Bonds, and the issuance of the Series 2016 Bonds shall not directly or indirectly or contingently obligate the State, or any political subdivision thereof, or the City to levy ad valorem taxes whatever therefor or to make any appropriation for their payment except from the Pledged Revenues described herein, to the extent and in the manner provided in the Bond Resolution. The Series 2016 Bonds do not constitute a lien upon any property of or in the City, other than the Pledged Revenues to the extent and in the manner provided in the Bond Resolution.

The Series 2016 Bonds are offered when, as and if issued and accepted by the Underwriters, subject to the opinion on certain legal matters relating to their issuance by Nabors, Giblin & Nickerson, P.A., Tampa, Florida, Bond Counsel. Certain legal matters will be passed on for the City by O. Reginald Osenton, Esq., City Attorney and Bryant Miller Olive P.A., Miami, Florida, Disclosure Counsel. The Underwriters are being represented by Moskowitz, Mandell, Salim & Simowitz, P.A., Fort Lauderdale, Florida. First Southwest, a division of Hilltop Securities, Inc., Orlando, Florida is serving as Financial Advisor to the City with respect to the Series 2016 Bonds. It is expected that settlement for the Series 2016 Bonds will occur through the facilities of DTC in New York, New York, on or about November ____, 2016.

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

BofA Merrill Lynch

RBC Capital Markets

Dated: _____, 2016

*Preliminary, subject to change.

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.

\$33,570,000*
CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC SERVICE TAX REFUNDING REVENUE BONDS
SERIES 2016

MATURITIES, AMOUNTS, INTEREST RATES, PRICES AND INITIAL CUSIP NUMBERS

Maturity (September 1)	Amounts*	Interest Rates	Prices	Initial CUSIP Numbers**
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				

*Preliminary, subject to change.

**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.

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
Linda Bartz, Vice Mayor
Michelle Berger, Councilwoman
Shannon Martin, Councilwoman
Ron Bowen, Councilman

CITY OFFICIALS

Interim City Manager
Patricia Roebing

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 or the Underwriters to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by the City or the Underwriters. 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, but such information is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Underwriters. 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.

The Underwriters have reviewed the information in this Official Statement in accordance with, and as a part of, their responsibility to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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 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.

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

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 SECURITIES AND EXCHANGE COMMISSION (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 CAPTIONS "ESTIMATED SOURCES AND USES OF FUNDS" AND "INVESTMENT CONSIDERATIONS." 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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APPENDIX E	FORM OF CONTINUING DISCLOSURE CERTIFICATE

OFFICIAL STATEMENT
relating to the issuance of
\$33,570,000*
CITY OF PORT ST. LUCIE, FLORIDA
PUBLIC SERVICE TAX REFUNDING REVENUE BONDS
SERIES 2016

INTRODUCTION

The purpose of this Official Statement, which includes the cover page, inside cover page and the Appendices hereto, is to furnish certain information with respect to the issuance by the City of Port St. Lucie, Florida (the "City"), of its Public Service Tax Refunding Revenue Bonds, Series 2016, being issued in the aggregate principal amount of \$33,570,000* (the "Series 2016 Bonds"). The Series 2016 Bonds are authorized to be issued pursuant to the Constitution and the laws of the State of Florida, including Chapter 166, Parts I and II, Florida Statutes, as amended, and the Charter of the City, and other provisions of law, Ordinance 16-13 enacted by the City Council of the City (the "City Council") on March 28, 2016, Resolution 14-R10 adopted by the City Council on January 13, 2014, as amended and restated in its entirety by Resolution 14-R116 adopted by the City Council on July 28, 2014, as supplemented by Resolution 16-R23 adopted by the City Council on April 11, 2016, as supplemented (collectively, the "Bond Resolution").

Capitalized terms used but not defined in this Official Statement shall have the same meaning ascribed in the Bond Resolution unless the context would clearly indicate otherwise. The applicable definitions are contained in the copy of the Bond Resolution attached as APPENDIX C hereto. The references, excerpts and summaries of all documents referred to herein do not purport to be complete statements of the provisions of such documents, and reference is made to the originals of all such documents for full and complete statements of all matters of fact relating to the Series 2016 Bonds, the security for the payment of the Series 2016 Bonds, and the rights and obligations of Registered Owners thereof. In particular, certain provisions of the Bond Resolution are summarized hereinbelow, but these summaries are qualified by the complete provisions of the Bond Resolution, and reference is made to the Bond Resolution for additional provisions not summarized herein. Copies of such documents 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 assumptions, estimates, projections and matters of opinion contained in this Official Statement, whether or not so expressly stated, are set forth as such and not as matters of fact, and no representation is made that any of the assumptions or matters of opinion herein are valid or that any projections or estimates contained herein will be realized. Neither this Official Statement nor any other statement which may have been made verbally or in writing in connection with the Series 2016 Bonds, other than the Bond Resolution, is to be construed as a contract with the Registered Owners of the Series 2016 Bonds.

PURPOSE OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds are being issued to provide funds to (i) refund all of the City's Refunding Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2008 (Municipal Complex Project) Evidencing Undivided Proportionate Interests of the Owners Thereof in Base Rent Payment to be Made Under a Master Lease Agreement by the City of Port St. Lucie, Florida (the "Series 2008 Certificates") pursuant to a Trust Indenture dated as of May 1, 1997, as amended and supplemented, between the City and U.S. Bank National Association, as successor trustee to SunTrust Bank (the "Indenture"), and (ii) pay certain expenses related to the issuance and sale of the Series 2016 Bonds.

The net proceeds of the Series 2008 Certificates were used by the Corporation to currently refund the City's Certificates of Participation, City of Port St. Lucie, Florida Master Lease Project, Series 2007 (Municipal Complex Project), which were originally issued to finance the construction and improvements to the City Hall and the Building Department and Public Administration Buildings.

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 account in 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 held in cash and United States Treasury Obligations and used to pay the principal of and interest on the Series 2008 Certificates maturing in the years 2017 through 2027 (collectively, the "Refunded Certificates") 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 Certificates will be deemed defeased and no longer outstanding for purposes of the Indenture pursuant to which they were issued and the holders of the Refunded Certificates 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 Refunded Certificates is being undertaken to effect debt service savings to the City, to eliminate debt under the City's Master Lease Program, to restructure the City's debt and to remove certain assets of the City from the encumbrances of the City's lease-purchase program.

The City expects to defease the Series 2008 Certificates and those maturing on or before September 1, 2019 will be paid at maturity and those maturing on and after September 1, 2019 will be redeemed on September 1, 2018 at a redemption price equal to 100% of the principal amount thereof plus interest accrued to the redemption date. After the issuance of the Series 2016 Bonds, payment of all amounts due from the City on the Refunded Certificates shall be made from the respective accounts in the Escrow Fund. On the date of issuance of the Series 2016 Bonds, Bond Counsel will deliver its opinion to the effect that, upon issuance of the Series 2016 Bonds and the application of proceeds thereof in accordance with the terms of the Bond Resolution and the Escrow Deposit Agreement, the Refunded Certificates will no longer be deemed to be outstanding under the indenture pursuant to which they were issued.

The moneys held pursuant to the Escrow Deposit Agreement will not be available to pay debt service on the Series 2016 Bonds.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds expected to be received from the sale of the Series 2016 Bonds, together with other available moneys, and their expected application are as follows:

Sources of Funds	
Par Amount of Series 2016 Bonds	\$
[Net Original Issue Premium][Net Original Issue Discount]	
	<hr/>
TOTAL SOURCES	\$
 Uses of Funds	
Deposit to Escrow Fund	\$
Costs of Issuance ⁽¹⁾	
	<hr/>
TOTAL USES	\$

⁽¹⁾ Includes Underwriters' Discount, Underwriters' Counsel, Bond Counsel, Disclosure Counsel and Financial Advisor fees and expenses, rating agency fees and expenses and fees, expenses and other costs associated with issuance of the Series 2016 Bonds.

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DESCRIPTION OF THE SERIES 2016 BONDS

General

The Series 2016 Bonds will be dated as of their date of delivery, will be issued in fully registered form, without coupons, in the denomination of \$5,000 or any integral multiple thereof and will bear interest at the rates and mature on the dates set forth on the inside cover page of this Official Statement. Interest on the Series 2016 Bonds will be payable semiannually on March 1 and September 1 of each year (each an "Interest Payment Date"), commencing March 1, 2017. Principal of and interest on the Series 2016 Bonds will be payable in the manner described under "Book-Entry Only System" herein. The Series 2016 Bonds will be subject to redemption as described under "Redemption Provisions" herein.

The Series 2016 Bonds will bear a Certificate of Authentication to be manually executed by the U.S. Bank National Association, Orlando, Florida (the "Paying Agent" and "Bond Registrar"), and no Series 2016 Bond will be valid or obligatory for any purpose unless the Certificate of Authentication thereon has been duly executed by the Bond Registrar.

Book-Entry Only System

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

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

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

Purchases of the Series 2016 Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2016 Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2016 Bond (the "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 the Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2016 Bonds, except in the event that use of the book-entry system for the Series 2016 Bonds is discontinued.

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

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

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2016 Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the 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).

Payment of principal, interest and redemption premiums, if any, 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 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, the Paying Agent, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest, to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

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

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

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

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

Discontinuance of Securities Depository

DTC may discontinue providing its services with respect to the Series 2016 Bonds at any time by giving notice to the City or the Paying Agent and discharging its responsibilities with respect thereto under applicable law, or the City may terminate its participation in the system of book-entry transfers through DTC at any time. In the event that the DTC book-entry only system is discontinued and it is not replaced with another book-entry system, the following provisions will apply: both principal of and interest on the Series 2016 Bonds shall be payable to the Holder in any coin or currency of the United States of America which is legal tender on the respective dates of payment thereof for the payment of public and private debts. Interest on the Series 2016 Bonds will be payable on each Interest Payment Date by check or draft of the Paying Agent, made payable to and mailed to the Bondholders, as shown on the registration books of the City on the fifteenth day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date. At the request of any Holder, such interest payments may be made by the Paying Agent by wire transfer to such Holder. Principal of the Series 2016 Bonds shall be payable to the Bondholders upon presentation, when due, at the designated corporate trust office of the Paying Agent.

Registration, Exchange and Transfer

So long as the Series 2016 Bonds are registered in the name of DTC or its nominee, the following paragraphs relating to transfer and exchange of Series 2016 Bonds do not apply to the Series 2016 Bonds to the extent of a conflict with the DTC book-entry system.

The Bond Registrar shall keep books for the registration, exchange and registration of transfer of Series 2016 Bonds as provided in the Bond Resolution. The Bond Registrar shall evidence acceptance of the duties, obligations and responsibilities of Bond Registrar by execution of the certificate of authentication on the Series 2016 Bonds.

Series 2016 Bonds, upon surrender thereof at the principal office of the Bond Registrar, together with an assignment duly executed by the Holder or such Holder's attorney or legal representative in such form as shall be satisfactory to the Bond Registrar, may, at the option of the Holder thereof, be exchanged for an equal aggregate principal amount of Series 2016 Bonds of the same Series and maturity, of any denomination or denominations

authorized by the Bond Resolution and bearing interest at the same rate as the registered Series 2016 Bonds surrendered for exchange.

The transfer of any Series 2016 Bond may be registered only upon the books kept for the registration of transfer of Series 2016 Bonds upon surrender of such Series 2016 Bond to the Bond Registrar, together with an assignment duly executed by the Holder or such Holder's attorney or legal representative in such form as shall be satisfactory to the Bond Registrar.

Upon any such exchange or registration of transfer, the City shall execute (in the manner provided in the Bond Resolution) and the Bond Registrar shall authenticate and deliver in exchange for such Series 2016 Bond a new registered Series 2016 Bond or Series 2016 Bonds, registered in the name of the transferee, of any denomination or denominations authorized by the Bond Resolution, in the aggregate principal amount equal to the principal amount of such Series 2016 Bond surrendered, of the same Series and maturity and bearing interest at the same rate.

In all cases in which Series 2016 Bonds shall be exchanged or the transfer of Series 2016 Bonds shall be registered under the Bond Resolution, the City shall execute (in the manner provided in the Bond Resolution) and the Bond Registrar shall authenticate and deliver at the earliest practicable time Series 2016 Bonds in accordance with the provisions of the Bond Resolution. All Series 2016 Bonds surrendered in any such exchange or registration of transfer shall forthwith be cancelled by the Bond Registrar. No service charge shall be made for any registration of transfer or exchange of Series 2016 Bonds, but the City and the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any registration of transfer or exchange of Series 2016 Bonds. The Bond Registrar shall not be required (i) to register the transfer of or to exchange Series 2016 Bonds during a period beginning at the opening of business fifteen (15) days before the day of mailing of a notice of redemption of Series 2016 Bonds under the Bond Resolution and ending at the close of business on the day of such mailing or (ii) to register the transfer of or to exchange any Series 2016 Bond so selected for redemption in whole or in part.

Redemption Provisions

Optional Redemption. The Series 2016 Bonds maturing on or after September 1, 2025 are subject to optional redemption prior to maturity, in such manner as the City shall determine, on or after September 1, 2024, as a whole, or in part by lot on any date, at a redemption price equal to 100% of the principal amount of the Series 2016 Bonds to be redeemed, plus accrued interest to the redemption date, without premium.

Notice of Redemption. (a) At least thirty (30) days before the redemption date of any Series 2016 Bonds, whether such redemption be in whole or in part, the City shall cause a notice of any such redemption signed by the City to be mailed, first class postage prepaid, to all Holders owning Series 2016 Bonds to be redeemed in whole or in part and to any Fiduciaries, but any defect in such notice or the failure so to mail any such notice to any Holder owning any Series 2016 Bonds to be redeemed shall not affect the validity of the proceedings for the redemption of any other Series 2016 Bonds to be redeemed. Each such notice shall set forth the name of the Series 2016 Bonds or portions thereof to be redeemed, the date fixed for redemption, the redemption price to be paid, the Series, and if less than all the Series 2016 Bonds shall be called for redemption, the maturities of the Series 2016 Bonds to be redeemed, the CUSIP numbers, the name and address (including contact person and phone number) of the Fiduciary to which Series 2016 Bonds called for redemption are to be delivered and, if less than all of the Series 2016 Bonds of any one maturity then Outstanding shall be called for redemption, the distinctive numbers and letters, if any, of such Series 2016 Bonds to be redeemed and, in the case of Series 2016 Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed. If any Series 2016 Bond is to be redeemed in part only, the notice of redemption shall also state that on or after the redemption date, upon surrender of such Series 2016 Bond, a new Series 2016 Bond in principal amount equal to the unredeemed portion of such Series 2016 Bond and of the same Series and maturity and bearing the same interest rate will be issued. Any notice as provided herein shall be

conclusively presumed to have been duly given, whether or not the owner of the Series 2016 Bond receives such notice.

If at the time of mailing of notice of an optional redemption, the City shall not have deposited with a Depository acting as escrow agent or the Paying Agent moneys sufficient to redeem or purchase all the Series 2016 Bonds called for redemption, such notice shall state that it is a conditional notice of redemption subject to the deposit of the redemption moneys with the Depository or Paying Agent, as the case may be, not later than the opening of business on the redemption date and, subject to the immediately succeeding paragraph, such notice shall be of no effect unless such moneys are so deposited.

If the amount of funds deposited with the Depository or the Paying Agent, as applicable, for such redemption, or otherwise available, is insufficient to pay the redemption price and accrued interest on the Series 2016 Bonds so called for redemption on the redemption date, the Paying Agent shall redeem and pay on such date an amount of such Series 2016 Bonds for which such funds are sufficient, selecting the Series 2016 Bonds to be redeemed by lot from among all such Series 2016 Bonds called for redemption on such date, and among different maturities of Series 2016 Bonds in the same manner as the initial selection of Series 2016 Bonds to be redeemed, and from and after such redemption date, interest on the Series 2016 Bonds or portions thereof so paid shall cease to accrue and become payable; but interest on any Series 2016 Bonds or portions thereof not so paid shall continue to accrue until paid at the same rate as it would have had such Series 2016 Bonds not been called for redemption.

(b) In the case of an optional redemption, any notice of redemption may state that (1) it is conditioned upon the deposit of moneys, in an amount equal to the amount necessary to effect the redemption, with the Bond Registrar, Paying Agent or a Depository acting as escrow agent no later than the redemption date or (2) the City retains the right to rescind such notice on or prior to the scheduled redemption date upon the occurrence or non-occurrence of a particular event as described therein (in either case, a "Conditional Redemption"), and such notice and optional redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described in this subsection. Any such notice of Conditional Redemption shall be captioned "Conditional Notice of Redemption." Any Conditional Redemption may be rescinded at any time on or prior to the redemption date if the Finance Director delivers a written direction to the Bond Registrar directing the Bond Registrar to rescind the redemption notice. The Bond Registrar shall give prompt notice of such rescission to the affected Bondholders. Any Series 2016 Bonds subject to Conditional Redemption where redemption has been rescinded shall remain Outstanding, and neither the rescission nor the failure by the City to make such funds available shall constitute an Event of Default under the Bond Resolution. The Bond Registrar shall give immediate notice to the securities information repositories and the affected Bondholders that the redemption did not occur and that the Series 2016 Bonds called for redemption and not so paid remain Outstanding.

Effect of Calling for Redemption. On the date fixed for redemption, notice having been mailed in the manner and under the conditions hereinabove stated, provided that such notice of redemption has not been rescinded as permitted above, the Series 2016 Bonds or portions thereof called for redemption shall be due and payable at the redemption price provided therefor, plus accrued interest to such date. If on the date fixed for redemption money or Defeasance Obligations, or a combination of both, sufficient to pay the redemption price of the Series 2016 Bonds to be redeemed, plus accrued interest thereon to the date fixed for redemption, are held by a Depository in trust for the Holders of Series 2016 Bonds to be redeemed, interest on the Series 2016 Bonds called for redemption shall cease to accrue after the date fixed for redemption; such Series 2016 Bonds shall cease to be entitled to any benefits or security under the Bond Resolution or to be deemed Outstanding; and the Holders of such Series 2016 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof, plus accrued interest to the date of redemption; provided, that such notice of redemption has not been rescinded, as permitted above. Series 2016 Bonds and portions of Series 2016 Bonds for which irrevocable instructions to pay or to call for redemption on one or more specified dates have been given to the Depository and the Bond Registrar in form satisfactory to them shall not thereafter be deemed to be Outstanding under the Bond Resolution and shall cease to

be entitled to the security of or any rights under the Bond Resolution, other than rights to receive payment of the redemption price thereof and accrued interest thereon, to be given notice of redemption in the manner provided in the Bond Resolution, and, to the extent hereinafter provided, to receive Series 2016 Bonds for any unredeemed portions of Series 2016 Bonds, if money or Defeasance Obligations, or a combination of both, sufficient to pay the redemption price of such Series 2016 Bonds or portions thereof, together with accrued interest thereon to the date upon which such Series 2016 Bonds are to be paid or redeemed, as set forth in the Bond Resolution, are held in separate accounts by the Depository in trust for the Holders of such Series 2016 Bonds.

SECURITY FOR THE SERIES 2016 BONDS

The Series 2016 Bonds, the City's Outstanding \$19,775,000 Public Service Tax Revenue Bonds, Series 2014B (Recovery Zone Facility Bonds) currently outstanding in the principal amount of \$19,775,000 (the "Parity Bonds") and any Additional Bonds or Refunding Bonds hereafter issued under the Bond Resolution from time to time shall be payable from the Pledged Revenues on a parity basis, in the manner and to the extent provided in the Bond Resolution. "Pledged Revenues" is defined in the Bond Resolution as (i) the Public Service Tax Revenues, (ii) Investment Earnings and (iii) the moneys on deposit in the Funds and Accounts established pursuant to the Bond Resolution, except for the Rebate Fund. "Public Service Tax Revenues" is defined in the Bond Resolution as the proceeds of the Public Service Tax actually collected and received by the City. The "Public Service Tax," as defined in the Bond Resolution, means the tax authorized to be levied by a municipality on the purchase of certain utility products and services within the incorporated area of the municipality by Section 166.231, et seq., Florida Statutes, as the same may be amended from time to time, or any successor statute thereto, and actually levied by the City, from time to time pursuant to Ordinance No. 10-40 enacted by the City Council on May 24, 2010, amending and restating Ordinance No. 99-57 enacted on August 23, 1999, as amended by Ordinance No. 02-23 enacted on March 11, 2002, as the same may be amended from time to time, or any successor ordinance thereto, providing for the levy and imposition of the Public Service Tax (the "Public Service Tax Ordinance").

The Series 2016 Bonds are payable from and secured solely by the Pledged Revenues, including the Public Service Tax Revenues. The only revenues currently generated from the imposition of the Public Service Tax are on the purchase of electricity (hereinafter referred to as "Electric Utility Tax Revenues") pursuant to the Public Service Tax Ordinance. See "PUBLIC SERVICE TAX REVENUES" herein.

Reserve Fund

The Bond Resolution requires the City to expressly designate the Reserve Fund Requirement, if any, with respect to such Series of Bonds and determine whether such Series of Bonds will be secured by the Reserve Fund or by a separate Reserve Account established therein. The City will determine on or prior to the sale date of the Series 2016 Bonds the amount of the Reserve Fund Requirement, which may be \$0. See "APPENDIX C – COPY OF BOND RESOLUTION" herein.

Upon issuance of the Parity Bonds, a deposit in the amount of \$2,283,484.76 was made to the Reserve Fund to secure the Parity Bonds.

Limited Obligations

THE SERIES 2016 BONDS ARE PAYABLE FROM AND SECURED SOLELY BY THE PLEDGED REVENUES TO THE EXTENT AND IN THE MANNER PROVIDED IN THE BOND RESOLUTION. THE SERIES 2016 BONDS SHALL NOT BE DEEMED TO CONSTITUTE A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF FLORIDA (THE "STATE") OR OF ANY POLITICAL SUBDIVISION THEREOF, OR THE CITY.

NEITHER THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF NOR THE FAITH AND CREDIT OF THE CITY ARE PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR REDEMPTION PREMIUM, IF ANY, OR INTEREST ON THE SERIES 2016 BONDS, AND THE ISSUANCE OF THE SERIES 2016 BONDS SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE, OR ANY POLITICAL SUBDIVISION THEREOF, OR THE CITY TO LEVY AD VALOREM TAXES WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THEIR PAYMENT EXCEPT FROM THE PLEDGED REVENUES DESCRIBED HEREIN, TO THE EXTENT AND IN THE MANNER PROVIDED IN THE BOND RESOLUTION. THE SERIES 2016 BONDS DO NOT CONSTITUTE A LIEN UPON ANY PROPERTY OF OR IN THE CITY, OTHER THAN THE PLEDGED REVENUES TO THE EXTENT AND IN THE MANNER PROVIDED IN THE BOND RESOLUTION.

PUBLIC SERVICE TAX REVENUES

Public Service Tax Revenues are the proceeds of that portion of the Public Service Tax levied and currently imposed by the City pursuant to the Public Service Tax Ordinance and Section 166.231 et seq., Florida Statutes, and any successor ordinances or statutory provisions thereto, on the purchase of electricity within the incorporated area of the City. The Public Service Tax is currently imposed, levied and collected by the City pursuant to Section 166.231, Florida Statutes, and other applicable provisions of law, only on the purchase of electricity. If the City imposes a Public Service Tax in the future on fuel oil, metered or bottled gas (natural liquefied petroleum gas or manufactured), water service, and other services on which a tax may be imposed by law, such tax would be Pledged Revenues under the Bond Resolution. The City Council would have to amend the Public Service Tax Ordinance to authorize the tax on other utility services and products.

Florida law authorizes any municipality in the State to levy a Public Service Tax on the purchase within such municipality of electricity, metered natural gas, liquefied petroleum gas either metered or bottled, manufactured gas either metered or bottled, water service and fuel oil as well as any services competitive with those specifically enumerated. This tax may not exceed 10% of the payments received by the sellers of such services from purchasers (except in the case of fuel oil, for which the maximum tax is four cents per gallon). The purchase of natural gas or fuel oil by a public or private utility either for resale or for use as fuel in the generation of electricity, or the purchase of fuel oil or kerosene for use as an aircraft engine fuel or propellant or for use in internal combustion engines, is exempt from the levy of such tax.

Pursuant to the Constitution of the State, Florida Statutes and the Public Service Tax Ordinance, the City currently levies a Public Service Tax, within the incorporated area of the City at the rate of 10% only on the purchase of electricity, referred to herein as the "Electric Utility Tax Revenues."

Florida law provides that a municipality may exempt from the Public Service Tax the first 500 kilowatts of electricity per month purchased for residential use; however, the City has not adopted such an exemption. The City has adopted an exemption for purchases by the United States Government, the State, St. Lucie County (the "County"), the St. Lucie County School District, the City and its commissions and agencies from the levy of such tax. In addition, the City exempts purchases used exclusively for church purposes by any State recognized church.

The Public Service Tax must be collected by the seller from purchasers at the time of sale and remitted to the City. Such tax appears on a periodic bill rendered to consumers for electricity. A failure by a consumer to pay that portion of the bill attributable to the Public Service Tax may result in a suspension of the service involved in the same fashion as the failure to pay that portion of the bill attributable to the particular utility service.

The amount of utilities tax collected by the City may fluctuate as the price of electricity subject to the utilities tax fluctuates and a sustained increase in the price thereof may have an adverse effect on the amount of utilities tax collected.

Historical Collections of Electric Utility Tax Revenues

The following table provides the City's historical collections of the Electric Utility Tax Revenues for Fiscal Years ended September 30, 2006 through 2015.

**CITY OF PORT ST. LUCIE, FLORIDA
ELECTRIC UTILITY TAX REVENUES⁽¹⁾
HISTORICAL COLLECTIONS
FISCAL YEARS ENDED SEPTEMBER 30, 2006 THROUGH 2015**

Fiscal Year	Collections	% Change
2006	\$3,548,158	27.57%
2007	3,799,014	7.07
2008	3,937,495	3.65
2009	4,010,779	1.86
2010	4,517,810	12.64
2011	8,634,159	91.11
2012	9,075,684	5.11
2013	9,708,491	6.97
2014	10,811,224	11.36
2015	11,193,318	3.53

Source: City of Port St. Lucie, Florida Report of Annual Financial Information for Fiscal Year Ended September 30, 2015.

⁽¹⁾ The Public Service Tax is currently imposed only on the purchase of electricity within the City. Effective October 1, 2010 the Public Service Tax rate was increased from 5% to 10%.

Projected Debt Service Coverage

The following table provides budgeted projections of debt service coverage (including the Parity Bonds and the Series 2016 Bonds) based upon the collections of Electric Utility Tax Revenues for the Fiscal Year ended September 30, 2015.

Period Ending September 1	Projected Collections ⁽¹⁾	Projected Max. Annual Debt Service-Series 2016 Bonds	Max. Annual Debt Service-Parity Bonds	Total Projected Max. Annual Debt Service	Coverage
2016	\$11,355,750	\$3,679,000	\$1,323,194	\$5,002,194	2.27x
2017	11,696,423	3,679,000	1,323,194	5,002,194	2.34x
2018	12,047,315	3,679,000	1,323,194	5,002,194	2.41x
2019	12,408,735	3,679,000	1,323,194	5,002,194	2.48x
2020	12,780,997	3,679,000	1,323,194	5,002,194	2.56x

Source: City of Port St. Lucie, Florida.

⁽¹⁾ Projections based on a calculated assumed 3.0% increase over the Fiscal Year 2015 budgeted amount and 3.0% annual increase thereafter.

Covenant as to Public Service Tax Revenues

The City covenants that while any Series 2016 Bonds shall be Outstanding it will not take any action or fail to take any action which might result in a suspension or termination of the receipt of the Public Service Tax

Revenues and it will take all appropriate action to keep and maintain the Public Service Tax at a level or levels which will produce Public Service Tax Revenues in each Fiscal Year in an amount not less than 1.50 times the Maximum Principal and Interest Requirements on all Outstanding Bonds; provided, however, that so long as the City is levying the Public Service Tax at the highest level or levels permitted by law, the failure of the Public Service Tax Revenues to equal or exceed 1.50 times the Maximum Principal and Interest Requirements on all Bonds outstanding shall not constitute an Event of Default hereunder provided that the Public Service Tax Revenues in any such Fiscal Year are sufficient to pay the Principal and Interest Requirements on all Outstanding Bonds and all other amounts coming due and payable under the Bond Resolution in such Fiscal Year. The City further covenants, subject to Section 604 of the Bond Resolution, that it will not create or permit to be created any charge or lien on the proceeds of the Public Service Tax Revenues ranking equally with or prior to the charge or lien on such proceeds of the Bonds issued under the provisions of the Bond Resolution.

FLOW OF FUNDS

The Bond Resolution creates the "City of Port St. Lucie Public Service Tax Revenue Bonds Debt Service Fund" (the "Debt Service Fund") with two accounts therein designated (i) the "Principal Account" and (ii) the "Interest Account", and the "City of Port St. Lucie Public Service Tax Revenue Bonds Reserve Fund" (the "Reserve Fund"). The Bond Resolution also creates the "City of Port St. Lucie Public Service Tax Revenue Bonds Public Service Tax Revenues Fund" (the "Public Service Tax Revenues Fund") and the "City of Port St. Lucie Public Service Tax Revenue Bonds Rebate Fund" (the "Rebate Fund"). All moneys held in the funds and accounts established under the Bond Resolution (collectively, the "Funds and Accounts"), (except for moneys on deposit in the Rebate Fund), are held in trust and, pending the application of such moneys as hereinafter described, such moneys are subject to a lien and charge in favor of the Holders of the Bonds, any Credit Banks and any Insurers; provided, however, that (a) amounts held in a separate account in the Reserve Fund established solely for a particular Series of Bonds shall secure only such Series of Bonds and (b) amounts held in an account established under the Bond Resolution or pursuant to an escrow arrangement permitted under the Bond Resolution for the defeasance of a particular Series of Bonds (or portions thereof) shall be subject to a lien and charge in favor of the Holders only of such Series of Bonds (or portions thereof).

The City shall cause the Finance Director to deposit all revenues generated from the Public Service Tax as the same are collected, to the credit of the Public Service Tax Revenues Fund. The City shall then transfer the Public Service Tax Revenues from such Public Service Tax Revenues Fund to the Interest Account and the Principal Account of the Debt Service Fund, the Reserve Fund (and any Reserve Accounts established therein), and the Rebate Fund and apply the same to the payment of interest on and the principal of the Bonds, to make up any deficiency in the Reserve Fund, to make any required arbitrage rebate payments, if any, to pay Hedge Obligations, if any, and to pay the fees and expenses payable from the Expense Account (as described in the Bond Resolution), all in accordance with the provisions of the Bond Resolution. Any balance after meeting the foregoing requirements as to each Series of Bonds will be deposited as provided in the Bond Resolution.

Upon receipt, the Finance Director shall deposit any Hedge Receipts to the credit of the Interest Account.

Each month, the Finance Director shall withdraw from the Public Service Tax Revenues Fund an amount equal to the amount then held for the credit of the Public Service Tax Revenues Fund or such lesser amount as shall be required to fund the deposit requirements set forth below, and apply the moneys so withdrawn to make the following payments and deposits in the following order:

- (a) Deposit to the credit of the Interest Account an amount equal to one-sixth (1/6th) of the interest becoming due on the Bonds on the next semiannual Interest Payment Date; provided, however, that the amount so deposited on account of interest in each month after the delivery of the Bonds of any Series up to and including the month immediately preceding the first

Interest Payment Date thereafter of the Bonds of such Series shall be that amount that when multiplied by the number of such deposits will be equal to the amount of interest payable on such Bonds on such first Interest Payment Date less the amount of any accrued interest paid or capitalized interest on such Bonds and deposited to the credit of the Interest Account;

(b) Deposit to the credit of the Principal Account an amount equal to the sum of (i) one-twelfth (1/12th) of the principal of Serial Bonds, if any, that will mature and become due on the next annual maturity date and (ii) one-twelfth (1/12th) of the Amortization Requirements, if any, that will become due and payable on Term Bonds on the next date on which there is an Amortization Requirement due for such Term Bonds, such deposits to commence in such month or to be adjusted in such amounts as will ensure that on the dates such principal or Amortization Requirements are due and payable sufficient moneys will be on deposit in the Principal Account.

Notwithstanding the foregoing, moneys shall not be required to be deposited to the credit of (i) the Interest Account pursuant to paragraph (a) above if the amount then to the credit thereof, together with the amount of cash subsidy payments expected to be paid by the United States Treasury to the City prior to the next Interest Payment Date on account of any Series of Bonds with respect to which a cash subsidy or other similar payments shall be paid or are expected to be paid by the United States Treasury to the City, is equal to the interest becoming due and payable on the Bonds on the next Interest Payment Date, and (ii) the Principal Account pursuant to paragraph (b) above if the amount then to the credit thereof is equal to the sum of (A) the principal of Serial Bonds maturing on the next maturity date and (B) the Amortization Requirement for such Fiscal Year on account of the Term Bonds Outstanding.

If the period between Interest Payment Dates is other than six (6) months or the period between principal payment dates is other than twelve (12) months, then such monthly deposits shall be increased or decreased, as appropriate, in sufficient amounts to provide the required interest amount coming due on the next Interest Payment Date or the principal amount maturing or Amortization Requirement due on the next principal payment date or redemption date, as applicable; provided further, that such amounts to be deposited shall be adjusted to provide for any Hedge Obligations then due to a Hedge Counterparty (excluding any Hedge Termination Payment).

(c) Deposit to the credit of the Reserve Fund (or each Reserve Account within the Reserve Fund to the extent that a separate Reserve Account has been established within the Reserve Fund for a particular Series of Bonds), without priority of one Reserve Account over another, if any, such sums as shall be at least sufficient to pay an amount equal to one-twelfth (1/12th) of the difference between the amount, if any, on deposit in the Reserve Fund or such separate Reserve Account therein as applicable (including any Reserve Fund Insurance Policy or any Reserve Fund Letter of Credit) and the amount required to be held therein due to such Reserve Fund Requirement, if any, for such Series of Bonds, and, provided, however, that no payments shall be required to be made into the Reserve Fund or a separate Reserve Account therein, whenever and as long as the amount deposited therein (including any Reserve Fund Insurance Policy or Reserve Fund Letter of Credit) shall be at least equal to all of the Reserve Fund Requirements for all Series of Bonds to which such Reserve Fund or Reserve Account therein applies.

Notwithstanding the foregoing provisions, in lieu of or in substitution for the required deposits, if any, under the Bond Resolution (including existing deposits) into the Reserve Fund or a separate Reserve Account therein, the City may cause to be deposited into the Reserve Fund or any Reserve Account therein for any Series of Bonds, a Reserve Fund Insurance Policy or a Reserve Fund Letter of Credit for the benefit of the Holders of such Series of Bonds in an amount equal to the difference between the Reserve Fund Requirement and the sums to remain on deposit in the Reserve Fund or Reserve Account therein after the deposit of such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, if any, which Reserve Fund Insurance Policy

or Reserve Fund Letter of Credit shall be payable or available to be drawn upon, as the case may be (upon the giving of notice as required thereunder), on any Interest Payment Date on which a deficiency exists with respect to the applicable Series of Bonds which cannot be cured by all moneys in any Fund or Account, including any applicable Reserve Account, held pursuant to the Bond Resolution and available for such purpose. If a disbursement is made under a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, the City shall be obligated to either reinstate the maximum limits of such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit within twelve (12) months following such disbursement or to deposit into the Reserve Fund or Reserve Account, as applicable, as provided in the next paragraph, funds in the amount of the disbursements made under such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, or a combination of such alternatives.

In the event that any moneys shall be withdrawn from the Reserve Fund or any applicable Reserve Account therein for payments into the Interest Account and/or the Principal Account, such withdrawals shall be subsequently restored in the manner described in paragraph (c) above from the Public Service Tax Revenues available after all required payments have been made into the Interest Account and the Principal Account, including any deficiencies for prior payments, unless restored by the reinstatement of the maximum limits of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit (without priority of one Reserve Account over another, if any).

In the event that a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be drawn upon, the principal portion of the related payment obligations to the issuer of such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit shall be paid after all required payments have been made to the Principal Account, including any deficiencies for prior payments, in accordance with the terms of any agreement between the City and such issuer, on a parity and on a pro-rata basis with all other obligations payable as described in paragraph (c) above to other issuers of any Reserve Fund Letter of Credit or Reserve Fund Insurance Policy and cash funding requirements to the different Reserve Accounts established for any Series of Bonds but prior to making any cash deposits to the Reserve Account to which such Reserve Account Insurance Policy or Reserve Account Letter of Credit relates, if any, provided that such Reserve Fund Insurance Policy or Reserve Fund Letter of Credit is reinstated in the amount of such payment concurrently with the receipt of such payment by the issuer thereof.

(d) Any balance remaining in the Public Service Tax Revenues Fund after satisfying the requirements of paragraphs (a), (b) and (c) above shall first be used or deposited to the credit of the Rebate Fund, if any arbitrage rebate payments are required to be made with respect to Tax-Exempt Bonds; provided that, at the discretion of the Finance Director, any such required arbitrage rebate payments may be made from any other available funds of the City to make such arbitrage rebate payments. Any balance remaining in the Public Service Tax Revenue Fund shall next be deposited to the credit of the Expense Account (an Account established under the Bond Resolution from which costs of issuance and certain other costs may be paid for a Series of Bonds) in an amount sufficient to pay (i) the fees, interest and other amounts owing any issuer of a Reserve Fund Insurance Policy or Reserve Fund Letter of Credit, (ii) any fees and expenses of Fiduciaries or Hedge Counterparties coming due in such month and any other administrative fees and expenses coming due in such month with respect to any Bonds Outstanding, (iii) any costs of issuance of any Bonds that remain to be paid, and (iv) any Hedge Termination Payment that is due.

(e) Any balance remaining in the Public Service Tax Revenues Fund after making the withdrawals and satisfying the requirements mentioned in paragraphs (a), (b), (c) and (d) above shall be deposited to pay principal and interest on Subordinated Indebtedness in the manner provided in the resolution authorizing such Subordinated Indebtedness.

If the moneys withdrawn for deposits to the above Funds and Accounts and for making the other required payments as above set forth shall not be sufficient to make such deposits and payments, the requirements in each month thereafter for each of the above deposits and payments for which the required monthly deposit or payment has not been made shall be cumulative and the amount of any deficiency in any such monthly deposit or payment shall be added to the amount otherwise required to be deposited in each month thereafter until such time as such deficiency shall have been made up.

The balance, if any, remaining to the credit of the Public Service Tax Revenues Fund after making the withdrawals and satisfying the requirements mentioned in paragraphs (a), (b), (c), (d) and (e) above in any calendar month may be withdrawn and deposited to the City's general fund and may be used for any lawful purpose of the City.

ADDITIONAL AND REFUNDING BONDS

General

The Bond Resolution provides for the issuance of Additional Bonds and Refunding Bonds. Except as to any Credit Facility or Insurance Policy and as to any difference in the maturities thereof or the rate or rates of interest or the provisions for redemption and except for such differences, if any, respecting the use of moneys in the various Funds and Accounts created under the Bond Resolution, any such Series of Additional Bonds or Refunding Bonds will be secured by and payable from the Pledged Revenues on a parity with, and shall be entitled to the same benefit and security of the Bond Resolution, as the Series 2016 Bonds, the Parity Bonds and all other Bonds theretofore or thereafter issued under the Bond Resolution to the extent and in the manner provided in the Bond Resolution.

Additional Bonds

The Bond Resolution authorizes the issuance, from time to time, of one or more Series of Additional Bonds of the City under and secured by the Bond Resolution, on a parity as to the pledge of the Pledged Revenues with the Series 2016 Bonds, the Parity Bonds and any other Series of Additional Bonds or Refunding Bonds theretofore issued under and secured by the Bond Resolution and then Outstanding, subject to the conditions provided in the Bond Resolution and described herein, for the purpose of paying all or any part of the cost of any Project authorized by a Series Authorizing Ordinance or a Series Resolution as provided in the Bond Resolution. All of the conditions precedent to the issuance of Additional Bonds contained in the Bond Resolution must be met, prior to any Additional Bonds being issued. In addition to certain other conditions enumerated in the Bond Resolution, prior to the issuance of any Additional Bonds, the City must file with the City Manager, among other things:

(a) a certificate of the Finance Director demonstrating that the percentage derived by dividing the amount of the Public Service Tax Revenues received by the City during any twelve (12) consecutive months in the eighteen (18) months next preceding the month of delivery of the Additional Bonds then requested to be delivered, by the Maximum Principal and Interest Requirements, including the Principal and Interest Requirements with respect to the Additional Bonds then to be delivered, for any future Fiscal Year is not less than one hundred fifty per centum (150%); and

(b) a certificate of the Finance Director to the effect that no event of default, as defined in the Bond Resolution, and no event which with the passage of time, the giving of notice or both would become an event of default, has occurred within the twelve (12) consecutive calendar months prior to the date of such certificate and is continuing.

If the rates for the Public Service Tax shall have been revised by the City or by general law applicable thereto, or if there is a change in the utilities that are subject to the Public Service Tax through the amendment of the Public Service Tax Ordinance and such revision of such rates or change in utilities subject to the Public Service Tax shall have gone into effect prior to the issuance of such Additional Bonds, the amount of the Public Service Tax Revenues which would have been realized during the twelve (12) consecutive month period (described in (a) above) required to be examined and reported upon in said certificate had such revised rates or change in the utilities subject to the Public Service Tax gone into effect or such additional revenues had been pledged on the first day of such period may be used by the Finance Director.

See "APPENDIX C — COPY OF BOND RESOLUTION" attached hereto for the other requirements and conditions to the issuance of Additional Bonds.

Refunding Bonds

The Bond Resolution authorizes the issuance, from time to time, of one or more Series of Refunding Bonds of the City under and secured by the Bond Resolution. Subject to the conditions provided in the Bond Resolution, Refunding Bonds may be issued for the purpose of providing funds for refunding all or any Bonds of any one or more Series of Bonds then Outstanding, including the payment of any redemption premium thereon and interest that will accrue on such Bonds to the redemption date or stated maturity date or dates, funding any Funds and Accounts under the Bond Resolution and paying any expenses in connection with such refunding and for any related lawful purpose.

Prior to any Refunding Bonds being issued the Finance Director must certify that (A) the aggregate Principal and Interest Requirements on account of all Bonds Outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Bonds to be refunded) following the Fiscal Year in which such Refunding Bonds are to be delivered shall not exceed the aggregate Principal and Interest Requirements on account of all the Bonds Outstanding (including the Bonds to be refunded) immediately prior to the issuance of such Refunding Bonds following the Fiscal Year in which such Refunding Bonds are to be delivered; (B) the net present value of the aggregate Principal and Interest Requirements on account of all Bonds Outstanding (after the issuance of such Refunding Bonds and after the redemption or provision for payment of the Bonds to be refunded) following the Fiscal Year in which such Refunding Bonds are to be delivered is less than the net present value of the aggregate Principal and Interest Requirements on account of all Bonds Outstanding (including the Bonds to be refunded) immediately prior to the issuance of such Refunding Bonds following the Fiscal Year in which such Refunding Bonds are to be delivered; or (C) assuming the Bonds to be refunded are not then Outstanding or if the City cannot satisfy at least one of the two tests set forth in the foregoing clauses (A) or (B), a certificate of the Finance Director as set forth in subparagraph (a) above for Additional Bonds (but not including in such calculation the Bonds to be refunded); provided, however, that for purposes of the calculation required by this subclause (C) in connection with the issuance of Refunding Bonds pursuant to a forward refunding or forward delivery or other such similar arrangements, the "date of delivery" of the Refunding Bonds shall be deemed to be the date on which the contract or agreement providing for such forward refunding, forward delivery or other similar arrangement is executed and delivered (instead of the actual future date of delivery of the Refunding Bonds). See "APPENDIX C — COPY OF BOND RESOLUTION" attached hereto for the other requirements and conditions to the issuance of Refunding Bonds.

PROCEEDINGS BY BONDHOLDERS

The Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right by an instrument or concurrent instruments in writing executed and delivered to the City, to direct the method and place of conducting all remedial proceedings under the Bond Resolution. However, unless the City expressly agrees otherwise in writing (i) any suit or action may only be filed in the federal or state courts

located in the County and (ii) the City shall not be required to participate in any arbitration proceedings as a means to resolve any existing dispute under the Bond Resolution. The Bond Resolution was adopted by the City Council with the intent that it shall be interpreted and construed in accordance with the laws of the State.

INVESTMENT CONSIDERATIONS

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

(1) Payment from Pledged Revenues. The Series 2016 Bonds are payable from and secured by a lien on and pledge of Pledged Revenues. The ability of the City to make timely payments of the principal of, redemption premium, if any, and interest on the Series 2016 Bonds depends substantially upon the ability of the City to collect Public Service Tax Revenues which, together with earnings thereon and on amounts held in the Funds and Accounts created under the Bond Resolution, will be adequate to make such payments. The Series 2016 Bonds are not general obligations supported by the full faith and credit of the City or the State or any political subdivision of the foregoing, but are payable solely from and secured by an irrevocable lien on the Pledged Revenues to the extent and in the manner provided in the Bond Resolution. Neither the State, the County, or the City nor any other political subdivision of the State, has any obligation or power under the Bond Resolution or under State law to levy any taxes in order to pay debt service on the Series 2016 Bonds or to avail or cure any default in any such payments.

(2) Limited Replenishment of Deficiencies. There is no fund or account under the Bond Resolution which is required to contain amounts to make up for any deficiencies in the amounts otherwise available for the payment of debt service on the Series 2016 Bonds in the event of one or more defaults by the City in making payments of debt service on the Series 2016 Bonds. There is no source from which the Debt Service Fund will be replenished, except the Pledged Revenues and investment income on moneys in the funds and accounts held under the Bond Resolution. [There has been no deposit to the Reserve Account for the benefit of the Holders of the Series 2016 Bonds].

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

(4) Impact of Future Financing Plans. As described under "ADDITIONAL AND REFUNDING BONDS -- Additional Bonds," the City has reserved the right, upon satisfaction of certain conditions set forth in the Bond Resolution, including demonstrated historic debt service coverage at certain established levels, to issue additional debt payable out of and secured by the Pledged Revenues, on a parity with the Parity Bonds and the Series 2016 Bonds that may be then Outstanding.

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

(5) Pledged Revenues. The amount of Pledged Revenues available to make payments on the Series 2016 Bonds by the City may be effectively limited by, among other things, (i) a decrease in Pledged Revenues, for example, a fluctuation in the Public Service Tax Revenues collections due to changes in the amount of electricity used by consumers and an increase in electric utility fees, and (ii) legislative, judicial or administrative action. Further, the City is only restricted in its ability to pledge the Pledged Revenues for other purposes or to issue additional debt specifically secured by all or a portion of the Pledged Revenues by compliance with the additional debt test. See "ADDITIONAL AND REFUNDING BONDS -- Additional Bonds" herein.

(6) Mayor's Plan. During a special meeting on August 15, 2016, the Mayor presented a plan to the City Council to pay off the Parity Bonds. The proceeds of the bonds which were refunded by the Parity Bonds were used to fund the economic development project known as "Digital Domain". Such plan as presented would use funds from the City's unassigned fund balance, along with other City moneys, to pay the bonds. This would have had the effect of reducing the City's unassigned fund balance by 44%. However, during a second meeting on September 12, 2016, a second plan was presented by the Mayor, which replaced the first plan presented at the meeting on August 15, 2016. This plan requested the City to use up to \$6 million in fund balances to pay off a portion of the City's Refunding Certificates of Participation, Florida Master Lease Project, Series 2008 (Municipal Complex Project). The plan was presented by the Mayor, discussed by the City Council and brought for a vote on September 26, 2016. The City Council did not support the plan presented by the Mayor.

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

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DEBT SERVICE SCHEDULE

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

Bond Year Ending (September 1)	<u>Series 2016 Bonds</u>		<u>Parity Bonds</u>	<u>Total Debt Service</u>
	<u>Principal</u>	<u>Interest</u>		
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				
2037				
2038				
2039				
2040				
2041				
2042				
2043				
TOTAL				

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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.

<u>Name</u>	<u>Title</u>	<u>End of Current Term</u>
Gregory J. Oravec	Mayor	November 2018
Linda Bartz	Vice Mayor	November 2018*
Michelle Berger	Councilwoman	November 2016
Shannon Martin	Councilwoman	November 2018
Ron Bowen	Councilman	November 2016

*Vice Mayor Linda Bartz tendered her resignation effective November 8, 2016. The City is holding a special election to replace her.

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.

During a Special City Council meeting held on September 19, 2016, the City Council voted to approve a separation agreement between the City and former City Manager, Jeffrey Bremer, effective September 20, 2016. The City Council appointed Patricia Roebing as Interim City Manager. The City will conduct a national search for Mr. Bremer's replacement with the expectation that a new City Manager will be in place on or before December 31, 2016.

Additionally, on September 16, 2016, Daniel Holbrook, an Assistant City Manager, tendered his resignation effective October 16, 2016.

Patricia Roebing was appointed Interim City Manager in September 2016. She _____.

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 36 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 B- GENERAL INFORMATION PERTAINING TO THE CITY OF PORT ST. LUCIE AND ST. LUCIE COUNTY, FLORIDA.

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 A 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. Retiree's are charged the same rate by the insurance company as active employees. Premiums charged by the insurance company 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 A attached hereto.

FINANCIAL STATEMENTS

The Audited Financial Statements for the Fiscal Year ended September 30, 2015, appended hereto as APPENDIX A, have been audited by Cherry Bekaert 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.

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.

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. The Underwriters are being represented by Moskowitz, Mandell, Salim & Simowitz, P.A., Fort Lauderdale, Florida.

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 Florida 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.

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

Tax Treatment of Original Issue Discount

The difference between the principal amount of the Series 2016 Bonds maturing on September 1, _____ through September 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 September 1, ____ through and including September 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.

VERIFICATION OF ARITHMETICAL COMPUTATIONS

At the time of the delivery of the Series 2016 Bonds, GNP Services, CPA, PA, 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 respective accounts 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 respective Refunded Certificates 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.

RATINGS

Standard & Poor's Financial Services LLC, a subsidiary of The McGraw-Hill Companies, Inc. ("S&P") has assigned a rating of ["AA-"] (stable outlook) to the Series 2016 Bonds. There is no assurance that the 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. An explanation of the significance of the rating can be received from the rating agency.

ADVISORS AND CONSULTANTS

The City has retained certain advisors and consultants in connection with the issuance of the Series 2016 Bonds. These advisors and consultants are compensated from a portion of the proceeds of the Series 2016 Bonds, identified as "Costs of Issuance" under the heading "ESTIMATED SOURCES AND USES OF FUNDS" herein; their compensation is, in some instances, contingent upon the issuance of the Series 2016 Bonds and the receipt of the proceeds thereof.

While Bond Counsel has participated in the preparation of certain portions of this Official Statement, it has not been engaged by the City to confirm or verify, and, except as may be set forth in the opinion of Bond Counsel delivered to the Underwriters, expresses and will express no opinion as to the accuracy, completeness or fairness of any statements in this Official Statement, or in any other reports, financial information, offering or disclosure documents or other information pertaining to the City or the Series 2016 Bonds that may be prepared or made available by the City, the Underwriters or others to the Holders of the Series 2016 Bonds or other parties.

FINANCIAL ADVISOR

First Southwest, a division of Hilltop Securities, Inc. Orlando, Florida serves as Financial Advisor to the City. The Financial Advisor assisted the City in the preparation of this Official Statement and in other matters relating to the planning, structure and issuance of the Series 2016 Bonds, and provided other advice. However, the Financial Advisor has not been engaged and is not obligated to undertake and has not undertaken to make, independent verification of the accuracy, completeness, or fairness of the information contained in this Official Statement.

UNDERWRITING

The Underwriters shown on the cover page hereof have agreed, subject to certain conditions precedent set forth in a Bond Purchase Agreement with the City, to purchase the Series 2016 Bonds from the City, at a price of \$ _____ (\$ _____ par amount less an Underwriters' discount of \$ _____ [plus a net original issue premium of \$ _____][less a net original issue discount of \$ _____]), for the purpose of resale. The Underwriters have furnished the information on the inside cover page of this Official Statement pertaining to the public offering prices of the Series 2016 Bonds. The public offering prices of the Series 2016 Bonds may be changed from time to time by the Underwriters, and the Underwriters may allow a concession from the public offering prices to certain dealers. None of the Series 2016 Bonds will be delivered by the City to the Underwriters unless all of the Series 2016 Bonds are so delivered.

The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the City and their affiliates in connection with such activities. In the course of their various business activities, the Underwriters and their affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments

if the City (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the City. The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

DISCLOSURE REQUIRED BY FLORIDA BLUE SKY REGULATION

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 must provide \$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 expects to provide \$4,143,000 for debt service in Fiscal Year 2015-2016.

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 and in September 2015, adopted a 1 mill increase in the millage rate over the prior year.

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 A. Such discussion provides the amount of debt service payments that are anticipated to be made by the City for Fiscal Year 2016.

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.

VALIDATION

The Series 2016 Bonds were validated by a Final Judgment of the Circuit Court for St. Lucie County, Florida entered on August 31, 2016. [The appeal period from such final judgment expired with no appeal being filed.]

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 Bond Counsel, Disclosure Counsel, the Financial Advisor and an underwriting discount to the Underwriters, including the fees of their counsel, are each contingent upon the issuance of the Series 2016 Bonds.

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 opinion shall be expressed), 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.

[Remainder of page Intentionally left blank]

The execution and delivery of this Official Statement has been duly authorized by the City.

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
AUDITED FINANCIAL STATEMENTS FOR
FISCAL YEAR ENDED SEPTEMBER 30, 2015

APPENDIX B

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:

<u>Land Area</u>	<u>Square Miles</u>
City of Port St. Lucie	120
City of Ft. Pierce	19
St. Lucie Village	1
Unincorporated Area	<u>448</u>
St. Lucie County total	<u>588</u>

Source: Planning and Zoning Department, City of Port St. Lucie.

GOVERNMENT

The City operates under a Mayor/Council/Manager form of government. The City Council, comprised of the Mayor and four Council members, is the primary governing body of the City. Pursuant to an amendment to the City's Charter, in November 2002, the Mayor and two City Council Members were elected to a four year term and the remaining City Council Members were elected for a two year term. Thereafter, all City Council Members and the Mayor will be elected to a four year term. The City Manager is the chief administrative officer responsible to the City Council.

POPULATION

Currently more than 60% of the County's population resides within the City, less than one-fifth resides within the City of Ft. Pierce and the balance of the County's population resides in the unincorporated area of the County.

The City's population increased from 50 in 1960, the year before the City's incorporation, to 88,769 in 2000. The City is part of the Fort Pierce/Port St. Lucie/Stuart Standard Metropolitan Statistical Area (SMSA), which has a population of 437,811. The following table sets forth the population trends in the City, the County and the State from the years 1960 through 2000 and the City's, the County's and the State's population for the years 2004 through 2015. The City's estimated population as of September 30, 2015 was 174,132.

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	174,132	2.5	287,749	1.7	19,815,183	1.6

Sources: University of Florida, Bureau of Economic and Business Research

BUDGET PROCESS

The City follows the procedures set forth in Chapters 166 and 200 of the Florida Statutes in establishing its budgetary data.

The City Manager submits to the City Council a proposed operating budget for the fiscal year commencing on October 1. The operating budget includes proposed expenditures and means of financing them. Public hearings are then conducted to obtain taxpayer comments on the operating budget.

The budget is legally enacted through the passage of an ordinance by City Council on or before the thirtieth day of September of the year currently ending. The level of budgetary control is the department. The City Manager is authorized to transfer budgeted amounts within departments of any fund. Revisions that alter the budget totals of any department require approval of the City Council. Unencumbered appropriations lapse at year end.

The reported budgetary data represent the final approved budget after amendments adopted by the City Council.

Budgets for general and special revenue funds are adopted on a basis consistent with generally accepted accounting principles, except that encumbrances are presented as expenditures.

Formal budget integration is not employed for proprietary, capital project or trust funds because effective budgetary control is achieved by alternate measures.

Budgeted amounts are as originally adopted, or as amended by the City Council.

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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-Governmental	Charges for Services	Interest on Investments	Miscellaneous	Human Services	Total
2006	\$51,761,788	\$8,525,628	\$889,044	\$28,498,714	\$12,530,657	\$8,861,164	\$58,210,95	\$109,33	\$199,740,865
2007	67,267,830	5,747,294	1,150,631	28,569,107	13,409,488	17,208,824	15,722,143	116,300	168,798,533
2008	61,086,578	13,177,960	970,097	34,464,721	12,501,201	7,693,158	4,998,787	108,017	151,305,393
2009	52,136,148	12,427,201	1,009,035	28,899,528	11,985,186	1,937,732	5,171,514	104,965	125,859,670
2010	48,481,802	11,452,024	1,121,170	32,424,409	13,282,633	3,884,779	3,295,377	115,435	125,691,087
2011	52,516,922	11,022,562	756,683	26,608,782	15,917,455	2,387,683	3,170,063	99,098	133,290,133
2012	52,664,169	11,857,491	1,298,268	24,842,507	17,463,400	1,999,832	4,766,083	106,485	135,421,714
2013	52,554,602	12,004,191	2,107,086	23,815,605	37,632,182	722,180	4,926,861	109,691	133,872,398
2014	53,676,014	13,498,879	2,974,283	25,013,772	36,621,456	561,573	2,377,606	100,829	134,824,412
2015	56,092,766	14,866,090	2,400,496	27,552,696	49,109,473	1,136,378	2,983,018	78,460	159,359,843

Source: City of Port St. Lucie Finance Department

Set forth below are the City's expenditures by function for the last ten Fiscal Years:

GENERAL GOVERNMENTAL EXPENDITURES BY FUNCTION LAST TEN FISCAL YEARS CITY OF PORT ST. LUCIE, FLORIDA

Fiscal Year	General Government	Public Safety	Physical Environment	Transportation	Economic Environment	Human Services	Culture and Recreation	Capital Outlay ⁽²⁾	Debt Service	Total ⁽¹⁾
2006	13,376,409	34,610,167	913,514	11,706,250	3,234,282	1,309,706	6,861,866	86,801,669	34,033,258	192,847,121
2007	12,862,379	34,160,143	1,277,461	13,979,979	6,472,106	1,546,693	7,384,388	104,864,122	47,950,702	230,497,973
2008	12,072,175	37,171,553	1,195,176	21,165,446	8,034,727	1,585,256	7,570,299	201,807,935	59,340,257	349,942,824
2009	10,859,846	39,746,373	3,529,369	15,103,623	3,598,068	1,529,441	10,591,211	106,373,286	46,594,033	237,925,250
2010	12,201,341	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 Anasca 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.

**Principal Employers
St. Lucie County, Florida
2015**

<u>Employer</u>	<u>Number of Employees</u>
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)**

<u>Fiscal Year</u>	<u>Total Personal Income</u> (000's)	<u>% Change</u>	<u>Per Capita</u>
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 Value
Last Ten Years
City of Port St. Lucie, Florida**

Year	Residential		Commercial	
	Number of Units	Value	Number of Units	Value
2006	4,183	\$512,461,746	381	\$144,886,669
2007	1,289	185,825,190	449	148,693,443
2008	609	74,176,293	407	95,398,929
2009	197	14,978,683	290	61,687,034
2010	198	15,955,030	322	72,674,854
2011	188	20,315,132	245	52,119,534
2012	162	20,568,540	279	96,402,278
2013	430	50,306,661	292	59,575,324
2014	836	103,680,020	276	21,290,019
2015	928	121,984,614	353	42,343,799

Source: City of Port St. Lucie, Florida Comprehensive Annual Financial Report for Fiscal Year Ended September 30, 2015.
Note: The construction permit data switched from calendar year (January 1 — December 31) to fiscal year (October 1 — September 30) starting with Year 2011 figures.

**Bank Deposits
Last Ten Fiscal Years
City of Port Lucie, Florida
(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 C
COPY OF BOND RESOLUTION**

APPENDIX D
FORM OF BOND COUNSEL OPINION

APPENDIX E
FORM OF CONTINUING DISCLOSURE CERTIFICATE



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 11B
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia R. Roebing, Interim City Manager

THRU: O. Reginald Osenton, City Attorney *RO*

FROM: R. Gregory Hyden, Special Legal Counsel *RGH*
Azlina Goldstein Siegel, Special Legal Counsel *AS*

Agenda Item: Resolution: 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

Submittal Date: 10/5/2016 *116-R79*

STRATEGIC PLAN LINK: This item relates to Port St. Lucie's Mission, which is to provide "exceptional municipal services" (Principle A) and that are "responsive to the community" (Principle B).

BACKGROUND: Local land use decisions are at the heart of the local government process and make up the bulk of a City Council's agenda for most meetings. In addition, the City's Planning & Zoning Board conducts public hearings on applications for zoning exceptions, variances and waivers each year. To ensure the efficiency and consistency in land use decisions, Florida cities often adopt similar quasi-judicial procedures. As the City does not currently have quasi-judicial procedures, it was identified as a need to ensure fairness and responsiveness to the community.

ANALYSIS: The Florida Supreme Court determined that a local governments actions are "quasi-judicial" when it makes a decision that (a) has an identifiable impact on a limited number of persons or property interests; (b) is contingent on facts arrived

at from distinct alternatives presented at the local government hearing; and (c) can be viewed as a policy application rather than a policy setting. *Board of County Commissioners of Brevard County v. Snyder*, 627 So. 2d 469 (Fla. 1993). The creation of quasi-judicial procedures serves several purposes, the most of important of which is to ensure that applicants and the general public are provided with reasonable opportunities to be heard in a format that is consistent and provides due process to all participants. They also provide for parties to present evidence, cross-examine witnesses and be informed of all facts presented to the quasi-judicial body. The City's proposed quasi-judicial procedures are designed to ensure that there is fundamental fairness to all participants, an objective application of the law and/or ordinance to the facts presented in each application, and a reasonable opportunity for the applicant and the general public to be heard on the issues raised in an application.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: The Resolution has been prepared by, and is approved as to form and legal sufficiency by R. Gregory Hyden and Azlina Goldstein Siegel, Special Legal Counsel on behalf of the City Attorney's Office.

STAFF RECOMMENDATION: Staff recommends approval and adoption.

SPECIAL CONSIDERATION: The approval and adoption of this Resolution serves to formalize the conduct of quasi-judicial proceedings and may be codified in the future. Although there were minor changes made to the procedures in the drafting of the Resolution, the Planning and Zoning Board unanimously passed, at its September 6, 2016 Meeting, a motion approving the quasi-judicial procedures and recommends City Council approval.

PRESENTATION INFORMATION: R. Gregory Hyden will be attending the October 10, 2016 City Council Meeting in the event there are any questions.

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Resolution

RECEIVED

OCT 05 2016

CITY MANAGER'S OFFICE

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 participants; 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

RESOLUTION 16-R 79

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.

RESOLUTION 16-R 79

- 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.

RESOLUTION 16-R 79

- 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.

RESOLUTION 16-R 79

- 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 thereafter 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.

RESOLUTION 16-R 79

- 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:

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

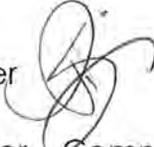


CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13A
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, Interim City Manager 

FROM: Daniel Holbrook, Assistant City Manager - Community Development Director 

Agenda Item: Motion: ANNUAL INVESTMENT IN ECONOMIC DEVELOPMENT COUNCIL OF ST. LUCIE COUNTY

Submittal Date: 9/29/2016

STRATEGIC PLAN LINK: This item is consistent with Goal 2, Growing the Local Economy. Many of the Strategic Plan's *policy actions* and *on the horizon* items are on the Economic Development Council's strategic plan.

BACKGROUND: Attached, please find an invoice from the Economic Development Council (EDC) of St. Lucie County, Inc., requesting payment of the FY 16-17 Investment/Partnership Fee of \$80,000. Due to the amount of the payment, this item requires City Council approval. Please note that this request is budgeted in the current fiscal year. Last year the City Council approved investment partnership fees totaling \$80,000 and has historically done so.

ANALYSIS: Economic development is critical to the wellbeing of our community. As a result, staff recommends approval of the budgeted expenditure. It is our hope that we continue to work with the EDC to increase activities and tangible results over the next year.

FINANCIAL INFORMATION: This program is budgeted in the approved 2016/17 Budget.

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff recommends APPROVAL.

SPECIAL CONSIDERATION: This program is budgeted in the approved 2016/17 Budget.

PRESENTATION INFORMATION: A representative from the EDC will be present and will be available to make a presentation.

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: 1. Invoice from the EDC

RECEIVED

SEP 30 2016

CITY MANAGER'S OFFICE

Daniel Holbrook

From: Peter Tesch <ptesch@youredc.com>
Sent: Friday, August 05, 2016 11:19 AM
To: Jackie Bylsma; Candy Marlow; Daniel Holbrook
Subject: RE: Invoice 2016-01-137 from EDC

Thanks, Daniel. Have a nice weekend! Pete



Peter J. Tesch, President
Economic Development Council of St. Lucie County
500 NW California Blvd. ■ Bldg. F109 ■ Port St. Lucie, FL 34986
(Located at Indian River State College)
O: 772.336.6254 ■ C: 772.812.0623 ■ ptesch@youredc.com
www.youredc.com

From: Jackie Bylsma
Sent: Friday, August 05, 2016 11:17 AM
To: Candy Marlow <cmarlow@youredc.com>; Peter Tesch <ptesch@youredc.com>
Subject: FW: Invoice 2016-01-137 from EDC

From: Daniel Holbrook [<mailto:DHolbrook@cityofpsl.com>]
Sent: Friday, August 05, 2016 11:11 AM
To: Jackie Bylsma <jbylsma@youredc.com>
Cc: Candy Marlow <cmarlow@youredc.com>; MaryAnn Verillo <DeliaM@cityofpsl.com>
Subject: FW: Invoice 2016-01-137 from EDC

We can process this payment after October 1st provided that it is funded. Thanks

From: Jeffrey Bremer
Sent: Friday, August 05, 2016 10:47 AM
To: Daniel Holbrook <DHolbrook@cityofpsl.com>
Cc: Reporter <Reporter@cityofpsl.com>
Subject: FW: Invoice 2016-01-137 from EDC

Daniel;

Please process.

Thanks,

Jeff

From: Jackie Bylsma [<mailto:jbylsma@youredc.com>]
Sent: Friday, August 05, 2016 10:30 AM
To: Jeffrey Bremer <jbremmer@cityofpsl.com>

Cc: Candy Marlow <cmarlow@youredc.com>

Subject: Invoice 2016-01-137 from EDC

Economic Development Council of St. Lucie County, Inc.

Invoice *Due:09/30/2016*
2016-01-137

Amount Due: **\$80,000.00**

Dear Jeff Bremer :

Your invoice is attached, please remit payment at your earliest convenience.

Thank you for your business - we appreciate it very much.

Sincerely,

Economic Development Council of St. Lucie County
P.O. Box 881358
Port St. Lucie, FL 34988
(772) 336-6250
contact@YourEDC.com



ECONOMIC DEVELOPMENT COUNCIL OF SLC
 P.O. BOX 881358
 PORT ST. LUCIE, FL 34988

Invoice

Date	Invoice #
8/5/2016	2016-01-137

Bill To
City of Port St. Lucie ATT: Mr. Jeff Bremer 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984

P.O. No.	Due Date
	9/30/2016

Quantity	Description	Rate	Amount
1	Investment Partnership Fee - Oct 2016 - Sep 2017	80,000.00	80,000.00

Thank you for your prompt payment. If you have any questions concerning your invoice, please call Candy at (772) 336-6252.	Total	\$80,000.00
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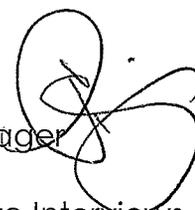


CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13B
Meeting Date: 10/10/16

TO: Mayor and City Council

FROM: Patricia Roebling, Interim City Manager 

Agenda Item: Discussion: City Manager Candidate Interviews and Meet and Greet

Submittal Date: 10/5/2016

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to our Mission, Principle 1, Exceptional Municipal Services.

BACKGROUND: Due to the potential for severe inclement weather due to the projected path of Hurricane Matthew, the City Manager Candidate Interviews and Meet and Greet scheduled for Friday October 7, 2016, have been cancelled.

ANALYSIS: This item is for City Council to discuss other available dates for the City Manager Candidate Interviews and Meet and Greet.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Email from ICM and Colin Baenziger dated 10/4/16.

Patricia Roebling

From: Patricia Roebling
Sent: Tuesday, October 04, 2016 12:06 PM
To: 'Colin Baenziger'
Cc: Greg Oravec; Linda Bartz; Michelle Berger; Shannon Martin; Ron Bowen; Daniel Holbrook; Jesus Merejo; Sherman Conrad; Kristina Ciuperger; Sarah Prohaska; David Schoen; MaryAnn Verillo; Jasmin Padova; Justin Council; Christina Flores
Subject: PSL City Manager Search Update - Candidate Interviews and Meet-and-Greet scheduled for 10/7/16

Please be advised that the City Council / City Manager Candidate Interviews and Meet-and-Greet events scheduled for Friday, October 7, 2016 have been canceled due to the threat of inclement weather from Hurricane Matthew. Please inform each candidate and address the traveling arrangements with them. We will address the cancellation of the hotel and venue arrangements. We will keep you informed of the rescheduled date and times once they have been established. Thank you.

Patricia Roebling, P.E.
Interim City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL 34984
(772) 344-4042 Office Phone
patr@cityofpsl.com



Jasmin Padova

From: Patricia Roebing
Sent: Tuesday, October 04, 2016 9:54 PM
To: Greg Oravec; Jasmin Padova
Cc: Justin Council
Subject: Re: City Manager Search

Please do so.

Sent from my iPhone

On Oct 4, 2016, at 9:34 PM, Greg Oravec <Mayor@cityofpsl.com> wrote:

Patricia,

Would you be so kind as to provide this as back up to the corresponding discussion item on Monday night's agenda?

Thank you,

Greg

From: Colin Baenziger [Colin@cb-asso.com]

Sent: Tuesday, October 04, 2016 8:48 PM

To: Greg Oravec; Linda Bartz; Michelle Berger; Shannon Martin; Ron Bowen

Cc: jbcaraballo@aol.com; JolienCaraballo Elect; morewithmorgan@gmail.com; MaryAnn Verillo; Patricia Roebing; Kristina Ciuperger; Justin Council; Christina Flores; Lynelle Klein; Karen Phillips

Subject: City Manager Search

First let me wish you all the best of luck over the next few days! Please stay safe!

I have spoken with the three remaining CM finalists. They are all a bit disappointed not to be interviewing but would prefer not to be in the middle of a hurricane and agree with the decision to postpone the interviews.

I wanted to provide input for your meeting on Monday, the 10th, where you will be discussing new dates for the interviews. I have asked the three finalists about their availability for the rest of the month. All three can interview on the 14th and 15th. Of course, we would need to give them notice ASAP after Monday. They can also do the 21st and 22nd. The following weekend (the 28th and 29th) does not work well due to conflicts that cannot be moved. Other dates are possible but the above are what I focused on.

Best wishes!

Colin



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C
Meeting Date: 10/10/16

TO: Mayor and City Council
FROM: Patricia Roebling, Interim City Manager
Agenda Item: Discussion: MidFlorida Credit Union Concept
Submittal Date: 10/3/2016

A handwritten signature in black ink, appearing to be "P. Roebling", is written over the "FROM:" line. A thin line extends from the signature towards the "Meeting Date:" field.

STRATEGIC PLAN LINK: This item relates to our Strategic Plan with regards to our Mission, Principle 1, Exceptional Municipal Services.

BACKGROUND: This item was added on behalf of Councilwoman Martin, to discuss with City Council the MidFlorida Credit Union Concept.

ANALYSIS: N/A

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: N/A

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: Steve Garrett with Lucido & Associates will provide a presentation.

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: Gatlin & Rosser Blvd

ATTACHMENTS:

Email string between Steve Garrett, staff and Councilwomen Martin
Information provided by Roxanne Chesser

Southeast Corner Rosser Blvd and Gatlin Blvd

- 1/16/2008. CM Don Cooper, via letter, denied request by Associated Homes (via agent Steve Ball) to purchase City owned Lot 20.
- 5/28/2008. SPRC Committee denied Associated Homes requested (P08-080) to abandon the Merrick Street right-of-way (shown with dark outline on figure).
- 6/6/2008. Associated Homes withdrew application (Project P08-080).
- 9/3/2008. P&Z Board approved Associated Homes request to rezone Lots 18, 19, 23, 24, and 25 from RS-2 to GC (CPA P08-173)
- 9/22/2008. City Council tabled Ordinance 08-097 to rezone Lots 18, 19, 23, 24, and 25 from RS-2 to GC (CPA P08-173).
- 10/02/2008. Letter from CM Cooper agrees to swap City owned Lot 20 for Lots 10 and 9 owned by Associated Homes provided additional right-of-way is provided to construct a right turn lane on Rosser and no median cuts for access to the property.
- 10/20/2008. City Council approved the first reading of Ordinance 08-097 to rezone Lots 18, 19, 23, 24, and 25 from RS-2 to GC (CPA P08-173).
- 11/10/2008. City Council approved the second reading of Ordinance 08-097 to rezone Lots 18, 19, 23, 24, and 25 from RS-2 to GC (CPA P08-173).
- 11/24/2008. City Council approved the first reading of Ordinance 08-134 for the purchase and sale of City owned Lot 20 to Associated Homes.
- 12/8/2008. City Council approved the second reading of Ordinance 08-134 for the purchase and sale of City owned Lot 20 to Associated Homes.
- 1/6/2009. P&Z Board approved Associated Homes request to rezone Lot 20 from RS-2 to GC (CPA P08-252)
- 1/26/2009. City Council approved first reading of Ordinance 09-15 (CPA P08-252).
- 2/9/2009. City Council approved second reading of Ordinance 09-15 (CPA P08-252).
- 8/9/2010. City Council denied Associated Homes request (via agent Joe Friscia) to reopen the Merrick Road connection to Gatlin Boulevard.



Patricia Roebing

From: Shannon Martin
Sent: Monday, September 26, 2016 9:08 AM
To: Patricia Roebing
Cc: sgarrett@lucidodesign.com
Subject: Fwd: MidFlorida Credit Union - Gatlin and Rosser Property
Attachments: MidFlorida Credit Union Concept.pdf; ATT00001.htm; Context and traffic flow exhibit.pdf; ATT00002.htm

Patricia,

Please review the email below from Steve Garrett. I believe this project could be win-win for the city and Mid-Florida Credit Union. I was impressed by Mid-Florida's desire to be a true partner in our community by creating a public benefit for our residents. Can you please add this conceptual plan as a discussion item for the next Council Agenda on October 12th?

Thank you,

Shannon

Sent from my iPhone

Begin forwarded message:

From: "Steve Garrett" <sgarrett@lucidodesign.com>
To: "Shannon Martin" <District3@cityofpsl.com>
Subject: MidFlorida Credit Union - Gatlin and Rosser Property

Councilwoman Martin,

Thank you again for the time to meet with me and my client, Steve Moseley (MidFlorida Credit Union).

As you recall, we met with you to review the proposed site plan and the potential of creating a "public benefit" on the adjacent City owned lots for use by the adjacent neighborhood and residents. A great compliment to the existing linear park system along the Gatlin corridor.

Following our meeting we circled back with staff (Anne Cox, Roxanne Chesser and Laney Southerly) to provide an update and look ahead to the next steps. Staff recommended that we request an item be added to the next available City Council agenda under "new business" for MidFlorida Credit Union so that clear Council direction can be provided as to agreement with the concept of both a bank being developed on the commercial property along with a proposed public benefit on the adjacent City lots. Staff mentioned something similar being done with the Starbucks property.

I believe they are thinking that having Council direction at the conceptual level will provide clarity when a formal site plan application is submitted and will aid in bringing the project back to Council in a final form more quickly.

Our specific request for Council consideration and direction would be for a policy exception to the Gatlin Boulevard Access Management Plan to allow the proposed turn lane from Gatlin Blvd. Staff is in support of the request and has confirmed no technical issues exist that would preclude it.

We would make a presentation to the Council which would consist of the following:

1. Policy exception to the access management plan for the turn lane;
2. Providing a public benefit in the form of a seating plaza, sculpture and landscape;
3. Acquisition of Merrick Right-of-way by MidFlorida Credit Union;

Attached are the revised graphics for both the site plan and public benefit proposal following our recent meetings.

I would like to request for your involvement in championing this project and enabling it to be placed on the next available City Council meeting agenda.

Please advise as to your thoughts and if you have any questions, please do not hesitate to call me.



Steve Garrett, RLA

Vice President

Lucido & Associates

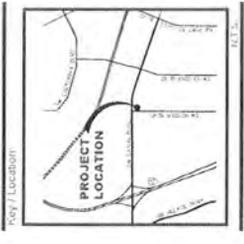
701 S.E. Ocean Blvd. Stuart, FL 34994

tel: 772.220.2100 x109

fax: 772.223.0220

web: www.lucidodesign.com

email: sgarrett@lucidodesign.com



Project Team
 Architect: Lucido & Associates
 Project Manager: [Name]
 Date: [Date]
 Scale: [Scale]

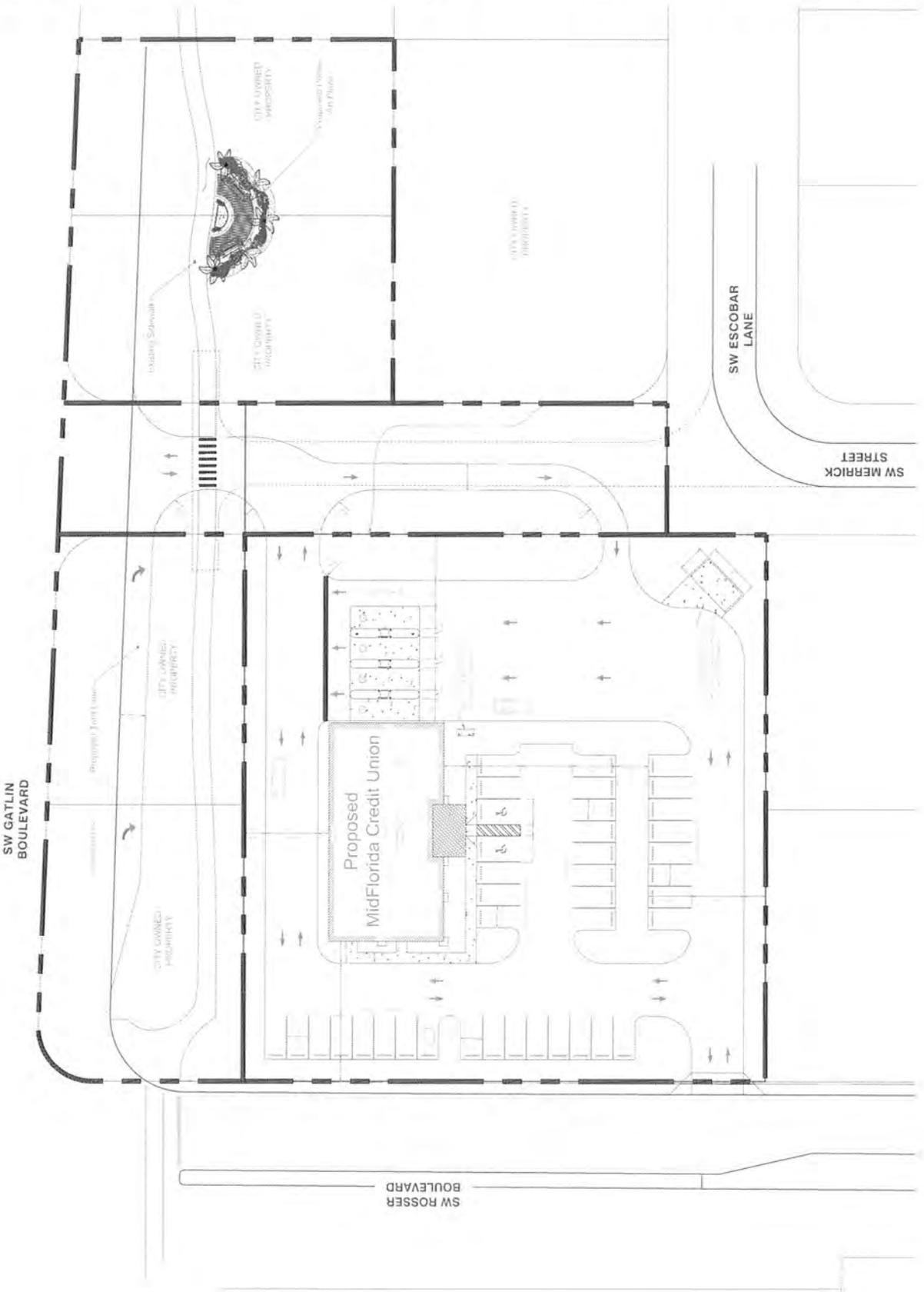
MidFlorida Credit Union

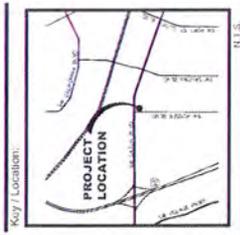
Port St. Lucie Florida
 Site Plan

Date	By	Description



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Project Team:

Client: MidFlorida Credit Union
Project Address: 10000 W. 11th Street, Suite 100, Fort Lauderdale, FL 33322

Lead Designer: Lucido & Associates
Lead Designer Address: 11000 W. 11th Street, Suite 100, Fort Lauderdale, FL 33322

Engineer: L.P. Gorman & Associates, LLC
Engineer Address: 10000 W. 11th Street, Suite 100, Fort Lauderdale, FL 33322

MidFlorida Credit Union

Details and Specifications
 Port St. Lucie, Florida

Date	By	Description
2/22/12	JL	Final Draft



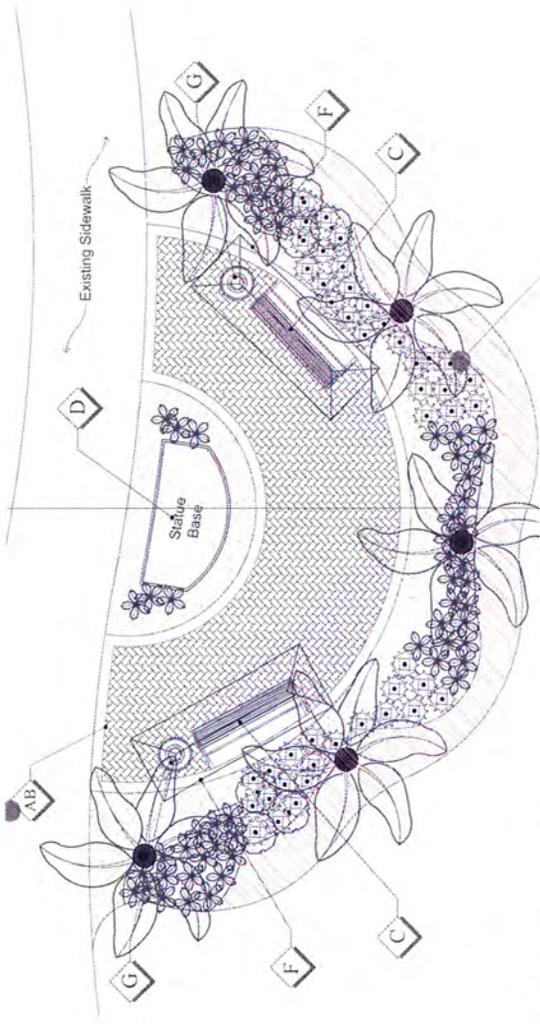
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Project Number: 14-075

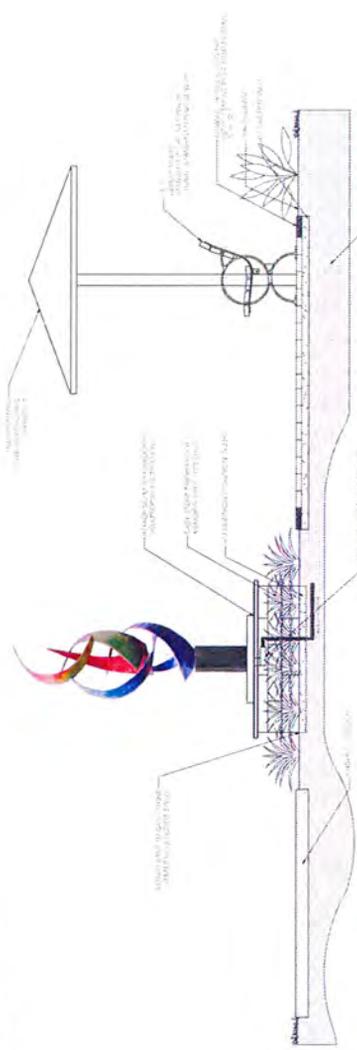
Revision Number: 1

Client: MidFlorida Credit Union

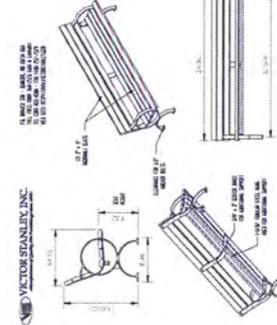
Project Address: 10000 W. 11th Street, Suite 100, Fort Lauderdale, FL 33322



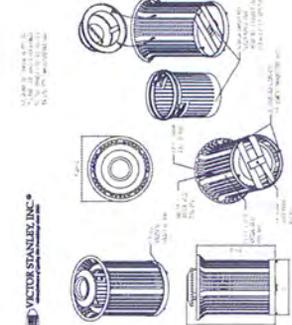
E PUBLIC ART AREA DETAIL
 SCALE: 1" = 4'



H ART BASE PLATE/RAIL DETAIL
 SCALE: 1/8" = 1"



D PUBLIC ART STATUE
 SCALE: 1/8" = 1"
 MODERN-ABSTRACT DECOR: #9539
 72" H. x 14" W. x 12" DEPTH
 -BY ALEX KOVACS



F PUBLIC SHADE STRUCTURE
 SCALE: 1/8" = 1"
 -BY: SHANE STEVENS
 -MODEL: T-GA/TILLERS
 -CANOPY COLOR: BIVERTUM GREEN
 -POWDER COAT COLOR: EVERGREEN
 -SIZE: 5'x22"

G TRASH CAN DETAIL
 SCALE: 1/8" = 1"
 -BY: ALEX KOVACS



D PUBLIC ART STATUE
 SCALE: 1/8" = 1"
 MODERN-ABSTRACT DECOR: #9539
 72" H. x 14" W. x 12" DEPTH
 -BY ALEX KOVACS

F PUBLIC SHADE STRUCTURE
 SCALE: 1/8" = 1"
 -BY: SHANE STEVENS
 -MODEL: T-GA/TILLERS
 -CANOPY COLOR: BIVERTUM GREEN
 -POWDER COAT COLOR: EVERGREEN
 -SIZE: 5'x22"



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13D

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, PE, Interim City Manager - City Engineer

FROM: Cheryl Shanaberger, Director of Procurement Management

Agenda Item: Discussion: Request for Proposal (RFP) to select a firm to facilitate the City's Strategic Plan

Submittal Date: 10/4/2016

STRATEGIC PLAN LINK: Vision 2030, Port St. Lucie City Government: Municipal Services; Govern the City

BACKGROUND: As directed by City Council, City Staff has prepared an RFP to advertise for a Consultant to facilitate the review of the City's Strategic Plan. City Staff would like to consider a Consultant that provides a dynamic approach and software solution that includes a tracking method for the fulfillment of the plan and inclusive of the City's budget and Department's goals.

ANALYSIS: The tentative time line for the RFP is:

Advertisement	October 11, 2016
Open Date	November 1, 2016

Option for City Council to function as Committee

Option for City Council Evaluation	November 14, 2016
Option for City Council Presentations (Not required) & Award	November 28, 2016
Contract Negotiations	December 2, 2016
City Council Award of Contract	December 12, 2016

Option for Selection Committee

Option for Committee Evaluation	November 8, 2016
Option for Committee Presentations (Not required)	November 11, 2016
Contract Negotiations	November 16, 2016
City Council Recommendation for Award	November 28, 2016

FINANCIAL INFORMATION: Funding is available in the General Fund.

LEGAL INFORMATION: Reviewed by Ella Gilbert on 9/1/2016 and approved as to form.

STAFF RECOMMENDATION: City Staff is requesting a discussion on the attached RFP for any additional information that they would like to be included in the submittal from the Consultants. City Staff is also requesting if City Council would like the opportunity to evaluate and select the consulting firm or would City Council prefer to select a committee to evaluate and submit a contract for award.

SPECIAL CONSIDERATION: N/A

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: Sample RFP

*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.



"A City for All Ages"

CITY OF PORT ST. LUCIE

**Electronic Request for Proposal for #20160172
(RFP)**

Strategic Planning Consultant

Prepared By:
Cheryl Shanaberger
Procurement Management Department
121 SW Port St. Lucie Boulevard
Port St. Lucie, FL 34984-5099
772-871-7390
Cheryls@cityofpsl.com

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INVITATION TO E-BID

This is an Electronic Request for Proposal (RFP) #20160172. The City of Port St. Lucie (City) is seeking a Strategic Planning Consultant.

Proposals for the project will be received by the City of Port St. Lucie, via Demandstar or via email to purch@cityofpsl.com, in the Procurement Management Department, no later than **2016 at 2:00:00 P.M. EST.**

Electronic replies will be the **only** method allowed for Bidders to respond to this solicitation. All submittals must be compatible with Microsoft Office 2007 or PDF. All must be contained in one (1) PDF file, and in the order specified under title **SUBMITTAL OF Bid subpart D & E**. E-Bidding will be done through a secure locked box. Bidders can only view/submit their E-BID and will not have access to any other Bidder's submittals. The Bidder's E-BID may be changed at the Bidder's discretion until the due date and time have been reached at which time the Bidder will no longer change or have access to the electronic bid submittal. The City will then open the E-BIDs. Bidders who are E-Bidding for the first time are strongly encouraged to contact Demandstar at (800) 711-1712 or obtain assistance by e-mailing questions to supplierservices@onvia.com.

All submittals must be received by the date and time specified above, when they will be opened and the names publicly read aloud. The proposal time must be scrupulously observed. Under no circumstances shall submittals uploaded to Demandstar.com after the time specified be accepted or considered. It is the sole responsibility of the Proposer to ensure that his or her submittal is uploaded on or before the closing date and time. The City shall not be responsible for delays caused by any power outages or internet failures. No exceptions will be made.

All questions related to the Request for Proposal must be directed to Cheryl Shanaberger in the Procurement Management Department. She can be reached at (772) 871-7390. Questions shall be submitted in writing, at least **five (5)** days prior to the RFP opening, if possible. Questions may be emailed to Cheryls@cityofpsl.com. To ensure fair consideration for all Proposers, it must be clearly understood that Ms. Shanaberger is the only individual who is authorized to represent the City. Questions submitted to any other person in any other department will not be addressed. Additionally, the City prohibits communications initiated by a Proposer to **any** City Official or employee evaluating or considering the Request for Proposals (**up to and including the Mayor and City Council**), from the request of solicitation of the proposal to the time an award decision has been made, and a Contract has been executed.

The City of Port St. Lucie reserve the right to reject any and all bids, to waive any and all informalities or irregularities, and to accept or reject all or any part of any bid as it may deem to be in the best interest of the citizens of the City.

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

Documents required for this E-Bid: Completed Questionnaire, W9, current Certificate of Insurance, Drug Free Workplace Form, Vendor Code of Ethics, Three Reference Forms, and Checklist.

INTENT

City of Port St. Lucie

The City of Port St. Lucie, Florida (City), is seeking proposals from qualified proposers, hereinafter referred to as the Consultant, to facilitate the revisions to the City's comprehensive Strategic Plan. The consultant is not expected to revise the Strategic Plan, but rather work with the City, its officials and City Staff to facilitate the

revision and update of the current Strategic Plan.

The intent of this procurement and the goal of the City is to procure a Consultant that provides a dynamic and modern approach for the Strategic Planning process. The method used by the Consultant may include strategic planning software that may provide data and metrics throughout the year. The City's current Strategic Plan is in the "Achieve It" program format. Upon completion of the work under this RFP and the strategic planning process, the City will have a revised Strategic Plan that articulates the City's future direction and is a guide to future decision making including resource allocation.

The Strategic Plan to be developed must ensure that the organization works toward common goals, that potential internal problems are identified before action is taken and resources are committed, that change is managed effectively, that the organization utilizes proactive rather than a reactive management, that there is a process of continuous improvement, and that the organization's performance is measured against established City' goals.

The City's current Strategic Plan may be viewed at this web address http://www.cityofpsl.com/city-council/strategic_plan_offers_residents_a_preview_of_port_st_lucies_future.html

Also, please send an email to purch@cityofpsl.com if you would like access to the City's current Strategic Plan that is in the "Achieve It" program format.

The City of Port St. Lucie is a young and growing residential community located in southeast Florida on the Treasure Coast between the cities of West Palm Beach and Orlando. The City incorporated in 1961 and is the largest City in the county and region. The City has been one of the fastest growing cities in Florida. The City is approximately 121 square miles with a current population of over 179,000 full time residents, and over 200,000 during the winter season. The growth is due to several reasons related to the quality of life including access to Interstate 95 and the Florida Turnpike and regional attractions, beautiful beaches nearby and a warm Florida climate. There are various economic and recreational opportunities in the area. The average age is 37, which is a reflection of the family orientation of the City, hence, the motto "A City for All Ages".

Complete information concerning the City, including the City codes and ordinances, all departments, financials and budget, is available on the City's web site at www.cityofpsl.com. The City provides Police, Parks and Recreation, Building, Code Enforcement, Animal Control, Public Works and Water and Sewer services.

SUBMITTAL OF E-BID

All proposals shall be submitted by completing and returning the Questionnaire. The Questionnaire should be typed or printed and signed in black ink. All submittals are required to be electronic via DemandStar and be contained in one (1) file and in the order listed and no larger than twenty (20), 8 1/2 by 11 pages. **No** hard copies will be accepted.

- A. Request Bid Specifications, #20160172 from Onvia, via phone 800-711-1712 or via internet www.cityofpsl.com
- B. Download the Questionnaire and save to your hard drive, program is in Word 2007 Professional. Enter information requested on the Questionnaire.
- C. Electronically sign the Questionnaire where indicated.

- D. Upload Documents in one (1) pdf file and in this order; Questionnaire for E-BID #20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor Code of Ethics, three Reference forms, and Checklist onto DemandStar by the due date and time.
- E. Enter zero on the web page for cost or you will receive an error message and your submittal will be denied.
- F. The submittal button at the bottom of the page must be selected to complete the Bid response.
- G. You may request the proposal by sending an email to purch@cityofpsl.com and also submitting your proposal to purch@cityofpsl.com by the due date and time.

***** Only electronic replies are required. No hard copies will be accepted*****
Please try to limit file submittal to no more than 1.5 mb.

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

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

TENTATIVE SCHEDULE

REVIEW AND SELECTION PROCESS

Advertisement with Onvia DemandStar	, 2016
Proposal Due	, 2016 @ 2:00:00 p.m. EST
Evaluation Committee Meeting *	, 2016 starting at 9:00 a.m. EST
Presentation (if requested) **	, 2016 starting at 2:00 p.m. EST
City Council Meeting for Award	, 2016 starting at 7:00 p.m. EST

* Committee will meet in the Conference Room (390) in the Procurement Management Department.

**Committee will meet in the Conference Room (390) in the Procurement Management Department

The City's Procurement Management Department reserves the right to request any additional information needed for clarification from any proposer for evaluation purposes.

EVALUATION AND AWARD

<i><u>CRITERION</u></i>	<i><u>MAXIMUM SCORE</u></i>
A. Firm & Staff Experience and Qualifications & References (Question 2,4,5,6,7.8) Experience in Strategic Planning Consultant, including major client successes	35
B. Firm Approach and Understanding of issues related to the City (Question 8, 9)	35
C. Sample Government Client Strategic Plan and other material (Question 10)	30
Maximum Points	100

An evaluation committee of qualified City Staff or other persons selected by the City will conduct evaluations of proposals. It may be a two-step process. In step one, the committee individually will evaluate all responsive proposals based upon the information submitted and references on the above criterion. The committee shall meet at a public meeting and review individual scores and have the opportunity to group score. The Cost Criteria will be scored by the Procurement Management Department. The evaluation committee may choose to move forward with a recommendation to the City Council for award or elect to move to step two of the process. In step two, the committee may conduct discussions or request presentations from the finalists for further consideration. The evaluation committee will re-score the finalist on their presentations or responses to pre-determined questions. The scores from step one are no longer relative or considered in step two. The evaluation committee may then make a recommendation resulting from this process to the City Council.

SPECIAL REQUIREMENTS

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

Public Entity Statement - Section 287.133 of the Florida Statutes places the following restrictions on the ability of persons convicted of public entity crimes to transact business with the City:

“A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a consultant, supplier, sub consultant, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.” § 287.133(2) (a), Fla. Stat. (2010)

Protest

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

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“SAMPLE”
CITY OF PORT ST. LUCIE
CONTRACT #20160172

This CONTRACT, executed this ____ day of _____, 20__ by and between the CITY OF PORT ST. LUCIE, FLORIDA, a municipality, duly organized under the laws of the State of Florida, hereinafter called “City” party of the first part, , a Florida Corporation, Telephone No. Fax No. , hereinafter called “Consultant”, party of the second part.

RECITALS

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

SECTION I
NOTICES & DESCRIPTION OF SERVICES TO BE PROVIDED

The scope of work that the Consultant has agreed to perform pursuant to E-BID#20160172, Strategic Planning Consultant, in accordance with the Request for Proposal, Contract documents and all addenda.

Notices

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

City Contract Administrator: Procurement Management Department
Attn: Cheryl Shanaberger, MPA, CPPO, Director
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 871 7390 Fax 772 871 7337
Email: Cheryls@cityofpsl.com

City Project Manager: Patricia Roebing, P.E., Interim Assistant City Manager
City of Port St. Lucie
121 SW Port St. Lucie Blvd.
Port St. Lucie, FL. 34984
Telephone 772 344 4042 Fax 772 871 5248
Email: proebing@cityofpsl.com

Scope of Work

1. Establish an initial meeting with the City Council and City Staff to gain an overview of the City and issues deemed relevant to the preparation of the revised Strategic Plan. Discussion shall include prior year accomplishments, what was not accomplished and what needs to be carried forward. Discuss modifications for Vision, Mission and Action plans.

2. Meet and work with City Council and City Staff to develop a process for revision of the current strategic plan that will include input from all stakeholders. This work includes reviewing and or editing documents as necessary prepared by City Staff.
3. Plan and facilitate Governance Sessions as needed for each Fiscal Year.
4. Lead a strategic planning retreat and moderate discussions with the City Council and City Staff to keep meeting on task.
5. Facilitate discussion with the City Council and City staff toward identifying key issues, topics, policies and establishing goals and objectives.
6. Guide and assist in gathering external and internal stakeholder and constituency data, including benchmark data from similar-sized cities that offer the same services. Conduct analyses of current and future trends of comparable cities.
7. Plan and facilitate a Citizens' Summit or other stakeholder meetings.
8. Guide the City Council and City Staff to incorporate data gathered from external and internal stakeholders into its thinking about the future of the City.
9. Assist the City Council in linking the Strategic Plan to the City's budget.
10. Development recommendation regarding the plan's implementation and support structure.
11. Provide recommendations for ongoing evaluation and revision procedures for the City's strategic plan.
12. Provide technical assistance during the implementation phase.
13. Monitor progress of the plan's implementation and provide recommendations for process improvement and plan modifications.
14. Lay the platform for sustainability and incorporation of plan based on iterative feedback cycles.

Deliverables

To be negotiated.

SECTION II TIME OF PERFORMANCE

The contract period shall start 2016, and terminate, 2017, which is two (2) years. The Initial Strategic Plan Revision shall start _____ and be completed within _____ calendar days. In the event all work required in the proposal specifications has not been completed by the specified date, the Consultant agrees to provide work, at no additional cost to the City as authorized by the Contract Supervisor until all work specified in the proposal specifications has been rendered.

SECTION III RENEWAL OPTION

The parties may mutually agree to extend the term of this agreement for additional two (2) year periods as needed. The fee shall be mutually agreed upon with each two (2) year renewal.

SECTION IV COMPENSATION

The total amount to be paid by the City to the Consultant will be a lump sum fee of \$____ for a term of two (2) years. The City will pay to the Consultant a one-time \$10.00 indemnification fee. The annual fee shall be paid in monthly equal payments. The City will not pay for out-of-pocket expenses including, but not limited to, office supplies, copies, travel, training, meals, and so forth.

The Consultant shall not be paid additional compensation for any loss or damage, arising out of the nature of the work, from the action of the elements, or from any delay or unforeseen obstruction or difficulties encountered in the performance of the work, or for any expenses incurred by or in consequence of the suspension or discontinuance of the work. Schedule of value for task and time will be set out as per proposal.

The Lump Sum Fee is to include all reimbursable items including in-state travel, training, meals, copies and so forth. Travel expenses incurred for travel outside of the State of Florida shall be at the City's request, must to pre-approved in writing by the City and will be paid at the per diem rate established by the City.

Progress Payments- The Consultant shall be compensated for all work under this agreement at \$ per month payable on or before the 10th day of each month. Payment will be made using the City's VISA Procurement Card or Purchase Order. All invoices and correspondence relative to this Contract must contain the City's contract number and Visa Authorization number or Purchase Orders.

SECTION V CONFORMANCE WITH PROPOSAL

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

SECTION VI INDEMNIFICATION/INSURANCE

The Consultant agrees to indemnify, defend, and hold harmless the City, its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorney's fees, to the extent caused by the negligent act, recklessness, or intentional wrongful misconduct of the Consultant and persons employed or utilized by the Consultant in the performance of the construction contract. As consideration for this indemnity provision the Consultant shall be paid the sum of ten dollars (\$10.00), which will be added to the contract price, and paid prior to commencement of work. This indemnification shall survive the termination of this Contract. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the City's sovereign immunity.

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

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

any obligation imposed on any other party to obtain insurance coverage for this project, any obligation to name the City of Port St. Lucie as an additional insured under any other insurance policy, or otherwise protect the interests of the City of Port St. Lucie as specified in this Contract.

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

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

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

An Additional Insured endorsement **must** be attached to the certificate of insurance and must include coverage for Completed Operations (should be ISO CG2026) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the date of possession by City or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary. A per project aggregate limit endorsement should be attached. Defense costs are to be in addition to the limit of liability. A waiver of subrogation shall be provided in favor of the City. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed. Coverage shall extend to independent Consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO form separation of insurer's clause.

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

Consultant shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. Consultant will provide Cyber Liability coverage. When a self-insured retention (SIR) or deductible exceeds \$10,000 the City reserves the right, but not the obligation, to review and request a copy of Consultant's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, the Consultant warrants the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Consultant shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Except as to Workers' Compensation and Employers' Liability, said Certificate(s) and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Port St. Lucie, a municipality of the State of Florida, its officers, agents and employees as Additional Insured added to its Commercial General Liability policy and Business Auto policy. The name for the Additional Insured endorsement issued by the insurer shall read "**City of Port St. Lucie, a municipality of the State of Florida, its officers, employees and agents and shall include Contract #20160172-Strategic Planning Consultant**". The Certificate of Insurance and policy shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Consultant shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsements including Completed Operations coverage shall be attached to the Certificate of Insurance. All independent Consultants and sub consultants utilized in this project shall furnish a Certificate of Insurance to the City in accordance with the same requirements set forth herein.

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

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

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

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

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

A failure on the part of the Consultant to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

SECTION VII PROHIBITION AGAINST FILING OR MAINTAINING LIENS AND SUITS

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

SECTION VIII WORK CHANGES

The City reserves the right to order work changes in the nature of additions, deletions or modifications without invalidating the Contract, and agrees to make corresponding adjustments in the Contract price and time for completion. Any and all changes must be authorized by a written change order signed by Director of Procurement Management Department or their designee as representing the City or the City Manager or his designee as representing the City when the cost is \$25,000.00 or more. Work shall be changed and the Contract price and completion time shall be modified only as set out in the written change order. Any adjustment in the Contract price resulting in a credit or a charge to the City shall be paid at cost. No administration mark-ups will be paid. Any dispute concerning work changes which is not resolved by mutual agreement shall be decided by the City Manager who shall reduce the decision to writing. The decision of the City shall be binding to all parties, final and conclusive.

SECTION IX COMPLIANCE WITH LAWS

The Consultant shall give all notices required by and shall otherwise comply with all applicable laws, ordinances, and codes and shall, at his own expense, secure and pay the fees and charges for all permits required for the performance of the Contract. All work performed shall comply with all federal, state, and local laws and regulations. Consultant shall comply with all ADA requirements for all entire work product including marketing material and avenues used for marketing such as web sites and so forth. Consultants and sub consultants shall comply with § 119.0701, Fla. Stat. (2013). The Consultant and sub consultants are to allow public access to all documents, papers, letters, or other material made or received by the Consultant in conjunction with this Contract, unless the records are exempt from Art. I, § 24(a), Fla. Const. and § 119.07(1)(a), Fla. Stat. (2013). Pursuant to § 119.10(2)(a), Fla. Stat. (2013), any person who willfully and knowingly violates any of the provisions of Ch. 119, Laws of Fla., commits a misdemeanor of the first degree, punishable as provided in § 775.082 and § 775.083 Fla. Stat. (2013).

RECORDS

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

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

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

1. The timeframes and classifications for records retention requirements must be in accordance with the General Records Schedule GS1-SL for State and Local Government Agencies. (*See <http://dos.dos.state.fl.us/library-archives/records-management/general-records-schedules/>*).
2. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the City.
3. Records include all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business with the City. Contractor's records under this Contract include but are

not limited to, supplier/subcontractor invoices and contracts, project documents, meeting notes, emails and all other documentation generated during this Agreement.

4. The Contractor agrees to make available to the City, during normal business hours all books of account, reports and records relating to this contract.
5. A Contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Section 119.10, Florida Statutes.

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

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

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

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

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

**SECTION X
ADDITIONAL REQUIREMENTS**

In the event of any conflict between the terms and conditions, appearing on any purchase order or work authorization issued relative to this Contract, and those contained in this Contract and the RFP herein referenced, the terms of this Contract and RFP herein referenced shall apply.

SECTION XI LICENSING

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

SECTION XII SAFETY PRECAUTIONS

Precaution shall be exercised at all times for the protection of persons, including employees, and property.

SECTION XIII ASSIGNMENT

Consultant shall not delegate or subcontract any part of the work under this Contract or assign any monies due him hereunder without first obtaining the written consent of the City.

SECTION XIV TERMINATION

If the Consultant refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in this Contract, or as may be modified in accordance with this Contract, the City by written notice to the Consultant, may terminate Consultant's rights to proceed. On such termination, the City may take over the work and prosecute the same to completion, by contract or otherwise, and the Consultant and his sureties shall be liable to the City for any additional cost incurred by it in its completion of the work.

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

SECTION XV LAW AND VENUE

This Contract is to be construed as though made in and to be performed in the State of Florida and is to be governed by the laws of Florida in all respects without reference to the laws of any other state or nation. The venue of any action taken pursuant to this Contract shall be in St. Lucie County, Florida.

**SECTION XVI
APPROPRIATION APPROVAL**

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

**SECTION XVII
PROHIBITION AGAINST CONTINGENT FEES**

The Consultant warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Contract and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Contract.

**SECTION XVIII
TRUTH-IN-NEGOTIATIONS**

N/A

**SECTION XIX
CONFLICT OF INTEREST**

The City hereby acknowledges that the Consultant may be performing professional services for private firms. In the event the Consultant becomes aware of any conflicts or potential conflicts between the interest of the City and the interests of clients of the consultant, the Consultant shall immediately notify the Project Manager in writing, of such conflict. Written notice may be in the form of e-mail notification. The City Manager and Project Manager shall determine whether a conflict of interest exists. The Consultant shall each year submit a list of clients to the Project Manager.

**SECTION XX
ENTIRE AGREEMENT**

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

(Balance of Page Left Blank)

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

CITY OF PORT ST. LUCIE FLORIDA

By: _____
City Manager

By: _____
Authorized Representative of.....)

State of: _____

County of: _____

Before me personally appeared: _____)
(Please print)

Please check one:

Personally known _____

Produced Identification: _____
(Type of identification)

and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that _____ executed said instrument for the purposes therein expressed.
(s/he)

WITNESS my hand and official seal, this _____ day of _____, 2016.

Notary Signature

Notary Public-State of _____ at Large.

My Commission Expires _____

(Seal)

QUESTIONNAIRE

E-BID#20160172 Strategic Planning Consultant

It is understood and agreed that the following information is to be used by the City of Port St. Lucie to determine the qualifications of the personnel and firm as presented in this document. The Proposer waives any claim against the City that might arise with respect to any decision concerning the qualifications of the Proposer or the personnel of the Proposer.

The undersigned attests to the truth and accuracy of all statements made on this questionnaire. Also, the undersigned hereby authorizes any public official, Consultant, Surety, bank material or equipment manufacturer or distributor, or any person, firm or corporation to furnish the City of Port St. Lucie any pertinent information requested by the City deemed necessary to vary the information on this questionnaire.

Dated this _____ day of _____, 2016

Name of Organization / Proposer

(This is a word document please add space as needed.)

1. Where is your assigned staff's office located for this project, including address, telephone, fax number, e-mail address and contact person?
(This is a word document add lines as needed)
2. Number of years your firm has performed as a Strategic Planning Consultant. _____
3. Number of total staff located within the Treasure Coast Area. _____
4. List all proposed personnel that will be part of the team for the planning for the City, including title, qualifications, and years of experience with your firm and years of strategic planning consultant and what Agencies that they were part of the team.
5. Provide in one (1) page a history of your organization and any other appropriate descriptive information.
6. Provide an organizational chart.
7. Provide a list of clients in the past five (5) years include contact name and email information.
8. In two (2) pages provide the method including software and approach that will be used for the strategic planning for the City.
9. In two (2) pages provide your firm's understanding of issues related to the City and any effect on the strategic plan.
10. Submit websites of strategic plans of comparable government agencies and other material that will distinguish your firm.
11. Complete the top portion only of the attached Reference Forms.

12. Will firm accept payment by VISA?

13. Total Annual Fixed Fee _____ for ²~~X five (5)~~ years Total Fee of \$ _____
(Includes all expenses, office & utilities, sub consultants fees, in-state travel or any reimbursable expense. There will be no additional amount paid for reimbursable expenses.)

ADDENDUM ACKNOWLEDGMENT - Proposer acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum Number	Date Issued

CERTIFICATION:

This E-BID is submitted by: Name (print) _____ who is an officer of the above firm duly authorized to sign proposals and enter into Contracts. I certify that this E-BID is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards. I agree to comply with all requirements stated in the specifications for this E-BID, and to accept the City's Contract and Terms and Condition in its entirety

I agree to abide by all conditions of this E-BID and confirm that our firm and provide the entire Scope of Work for this project.

Signature

Title

DRUG-FREE WORKPLACE FORM

E-BID#20160172

Strategic Planning Consultant

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



"A City for All Ages"

VENDOR CODE OF ETHICS

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

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

Name of Organization/Proposer _____
 Signature _____
 Printed Name and Title _____
 Date _____

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

REFERENCE CHECK FORM
Bidder Instructions: Fill out top portion only.
(Please print or type)

Provide three (3) Agencies for reference. Complete top portion only of this form.

RFP Number: 201600172

Title: Strategic Planning Consultant

Consultant: _____

Reference: _____ Fax #: _____

Email: _____ Telephone #: _____

Person to contact: _____

Reference Instructions: The above Bidder has given your name to the City of Port St. Lucie as a reference for Strategic Planning Consultant.

Name the Strategic Planning Consultant provided by the firm above within the past twelve (12) months.

The personnel of the firm that was the team for the planning.

Any issues with team or firm?

How many years has this firm conducted the Strategic Plan for your agency?

How would you rate the consultant on a scale of low (1) to high (10) for the following?

Professionalism _____	Communication _____
Cooperation _____	Reliability _____
Timeliness _____	

Would you contract with this Consultant again? Yes [] No [] Maybe []

Comments:

Thank you.

For PMD Use Only	
Reference Checked	
Clerk Checked	

CHECKLIST
E-BID#20160172

Strategic Planning Consultant

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

_____ Documents uploaded in one (1) .pdf file and in this order: File # 1- Questionnaire for E-BID#20160172, W9, current Certificate of Insurance, Drug Free Workplace form, Vendor code of Ethics, Three Reference Forms and Checklist onto Demandstar or sent by email to purch@cityofpsl.com by the due date and time.

_____ All questions on the questionnaire are complete and thoroughly answered

_____ Each Bid Addendum (when issued) is acknowledged

_____ W9 Form

_____ Current Certificate of Insurance

_____ Drug Free Workplace Form

_____ Read and Signed Vendor Code of Ethics

_____ Three Reference Forms

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

_____ Checklist



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13E

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, P.E. – Interim City Manager
Jesus Merejo – Interim Assistant City Manager *JAM*

FROM: Carmen A. Capezuto – Neighborhood Services Director *CAP*

Agenda Item: Discussion: Sign Ordinance – Political Advertisements

Submittal Date: 10/3/2016

STRATEGIC PLAN LINK: Responsive to the Community

BACKGROUND: In August 2016, the City Council discussed political advertisement sign placement at early-voting precincts and directed staff to allow one sign per issue or candidate per frontage at the early voting locations in the City of Port St. Lucie leading up to the primary elections. However, the City Council did not discuss how Neighborhood Services staff (Code Compliance) should handle the enforcement of signs at voting precincts on Election Day (in August). Election Day provides a unique challenge to Code Compliance staff as there are more voting precincts than compliance officers to enforce the rules. City Council members were polled about Election Day expectations and took staff's recommendation to allow "past practice" to remain in effect. Past practice has been to allow signs to be placed on City property on the eve of Election Day with removal by the following morning after the election. There would be no limit to the number of signs that could be placed.

ANALYSIS: At this time staff currently has multiple political sign applications on file for the general election in November. Any changes to the ordinance would not be uniformly enforceable. Staff, with the concurrence of the City Attorney, feels it would be inappropriate to make changes to the current ordinance while these applications are still in effect.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: N/A

STAFF RECOMMENDATION: Staff is recommending that we do not change our process, but will bring this subject back to Council possibly at the February Winter Retreat. With the consensus of the City Council, the same processes for early voting and Election Day for the 2016 primary election would resume for the 2016 general election this November.

SPECIAL CONSIDERATION: The three (3) early voting polling stations in the City are located at the PSL Community Center, the PSL Civic Center and the Parks Edge POA clubhouse. Our ordinance, as it is currently written, states that signs must be located wholly on private property and does not address polling stations.

PRESENTATION INFORMATION: Staff will be available to facilitate the discussion and answer questions if necessary.

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: Citywide

ATTACHMENTS: Attachments: Section 155.07; Memorandum from previous City Attorney, regarding political signs, August 2012; City Council Meeting Minutes, August 22, 2016; Memorandum from Gertrude Walker, Supervisor of Elections, for St Lucie County, Election year 2016, on the usage and removal of political advertisement.

Attachment 1

City Ordinance Section 155.07

Sec. 155.07. - Regulations for Temporary Signs or Special Events Requiring Permits.

The temporary signs identified in this section shall require issuance of a permit through the business tax office. Prior to the placement of any of the temporary signs described below in this section, all relevant provisions of this chapter shall be satisfied.

(A) *Political signs.*

- (1) *Application.* The applicant for a political sign permit shall submit a written application on a form to be provided by the Code Compliance division of the Building Department. The application format shall include the following information:
 - (a) Name, address and telephone number of the sign(s) erector and the sign(s) owner.
 - (b) An affirmation by the applicant that the sign(s) is being placed upon the building, structure or lot with the owner or tenant's permission.
- (2) *Fee.* At the time of submission of an application for a political sign permit, the applicant shall pay a twenty-five dollar (\$25.00) application fee.
- (3) *General regulation for political signs.* Political signs are allowed subject to the following provisions:
 - (a) An individual political sign shall not exceed six square feet in area per lot or parcel of land. Double-faced signs are permitted. Multiple-faced signs are not permitted.
 - (b) The maximum number of political signs per lot or parcel of land shall be one (1) political sign per candidate or issue per street frontage of the subject lot or parcel of land.
 - (c) Sign(s) shall not be illuminated and shall be freestanding.
 - (d) Sign(s) shall be located wholly on private property; shall be placed at least ten feet from side and rear property lines not to include property line along road frontage, and shall not exceed five feet in height.
- (4) *Removal.* Political signs shall be removed within fourteen (14) days after the event for which they were posted has occurred. A two hundred fifty dollar (\$250.00) removal bond, refundable upon compliance with sign removal, is required for political signs.

Attachment 2

Political Sign Memo from 2012

MEMORANDUM

TO:

FROM: ROGER G. ORR, CITY ATTORNEY

DATE: AUGUST 10, 2012

SUBJECT: POLITICAL SIGNS

A question has been raised as to the City's position regarding the placement of political signs at polling locations within the City of Port St. Lucie.

The regulation of political signs is found in Section 155.07 of the City's code which provides for the regulation for temporary signs, special events requiring permits and political signs. The City code requires a permit prior to the placement of a political sign in the City of Port St. Lucie. As a condition of the placement of such a sign, the applicant is required to indicate the name, address, and telephone number of the sign's erector and the sign's owner and an affirmation by the applicant that the sign(s) is being placed upon the building, structure, or lot with the owners' or tenants' permission. The City has not and does not expect to give permission to any candidate to place their signs upon the City-owned property, including property which is being used as an election precinct. That being said, any signs so located will be removed by the City from the City-owned property.

Most of the election precincts in the City are located on non-City-owned property. The code requires that prior to placement of a political sign on the property where a precinct is located that the applicant represent that he or she has the permission of the property owner to place the sign upon that property. In the absence of such an affirmation through the permitting process, the City will take appropriate action through Code Enforcement against the property owner for violation of the City's sign code.

Lastly, this should serve as a reminder to all candidates that political signs are not allowed in the City right-of-way and will be removed by City personnel as litter.

RGO/dmf

c: Mayor and Council
Gregory J. Oravec, City Manager

Attachment 3

Excerpt from August 22, 2016

City Council Meeting

5. PUBLIC TO BE HEARD**STEVE CARROLL - SOUTHERN GROVE/ELECTIONS**

Mr. Carroll, 5421 SW Bolin Street, said, "Hello, Mr. Bremer, how are you? Tonight I want to talk about a couple of things, one of which is Southern Grove. I did a lot of research on it. I said a long time ago that I didn't believe it was done right. The thing that bothers me the most is, I don't care who builds anything out there, you can build what you want, but we were promised that \$124,000 worth of tax money would come back out of that project to help with the rest of the City's infrastructure. Now, the way it has been reorganized, that money is not coming back to us. I feel like we were baited - 'Here, give us \$124,000, we'll build the infrastructure, we'll rezone it, and you guys won't get anything.' That's not right because that's \$124,000 we can use desperately in this City. We have money to build sidewalks that go back and forth. I wondered if the guy who did that works for Disney World, because that's what it looks like."

Mr. Carroll stated, "The other thing is that the land was zoned as Agriculture; it had cows on it and they were making money. It also had fruit trees on it, whether they were dead or alive, that's their problem, they're the farmers. The point is, they said it wasn't moving fast enough in 2010. During the height of the greatest Recession in history, nothing was moving. I don't believe it was done right. I've asked the Inspector General to take a look at it. I asked a Land Use attorney, with my own money, to take a look at the conflict of interest there with Mr. Terpening. He wrote the proposal to make it blighted, and he also owns the company that makes money off it. And, he makes money, personally, off it because he owns the company. Those are two things that are prohibited under the law. We're going to wait and see what they say about it, but we are going to make the public aware that they are out another \$124,000 on top of the \$200 or \$300,000,000, I don't think anybody knows the real number of what we've lost with bankrupt buildings, buildings that have to be decontaminated. I hope we can rent them with the hospital there. Maybe we can make medical offices out of them."

Mr. Carroll continued, "The other item is, in past elections politicians joined organizations and have done all kinds of things to make themselves look good. Then, they didn't follow-through. You have to follow-through. You have to say to the public, 'Look, I gave you my word and I'm going to do it.' You are the company you keep; that is how you are judged. If you look at some of the people running in this election against incumbents, like their campaign managers, they are not the kind of crowd you'd want to hang out with."

Mr. Carroll said, "Thank you for your time. I bless the Lord that I'm here. I survived my heart surgery thanks to Cleveland Clinic. I sure hope we get them here someday. Thank you."

*** MARK GOTZ - EARLY VOTING/CITY EMPLOYEES**

Mr. Gotz, 154 NW Magnolia Lakes Boulevard, said, "Mayor and Council, this evening I want to talk about the early voting going on across the street. The City has imposed a moratorium on any signage in the ground across the street. Consequently, the candidates

have to hold their signs, otherwise, they lose their signs. We've always had signs in the ground across the street in every election, and I've been here for the last 12 years. This is only one week out of every two years that this happens. It is restricting, in my opinion, political speech because someone who may be a candidate cannot be at all four early voting locations or the two locations in Port St. Lucie. They should be able to at least have representation where the voters are voting. They should be able to put a sign in the ground and it should be able to stay there for a week. It's very, very hot out there, and you have a lot of women who are running for political office in this election. Consequently, they're feeling the brunt of this now. I felt I wanted to come forth and ask the Council to do a moratorium on their sign restrictions for political signs for the next week. You can discuss it between now and the General Election, but at least give them the ability to put a sign in the ground and sit in the shade instead of having to have signs out there and be part of the sign, so to speak. I would hope that the Council would, at least, take that under consideration this evening."

Mr. Gotz said, "Secondly, I've run into your employees in-between the time that you finish and the time that you start your meetings, and I find that you're not feeding your employees and you're not feeding yourselves from that standpoint. We've got a 23% reserve and we're only reserving 17%; that's like \$10.5 million. Why can't you, at least, feed everybody who is on the Council and staff members who have to be here? If you are nourished properly, you're going to make good decisions. How can you make good decisions if you have to have pretzels and water between the time you get here . . . Your poor employees back there, I happened to see them, were passing around a bag of potato chips. The City of Port St. Lucie is the eighth largest city in this state. Are you telling me that we can't afford to take care of our employees and the people who sit on the Council? You have to starve to death if you get on this Council? It doesn't make any sense. I would ask that you would look into that and do something for that, too. Thank you."

Councilwoman Berger inquired, "May I ask a qualifying question?" Mayor Oravec replied, "Do you want to do it now versus at the end?" Councilwoman Berger asked, "Oh, do we have more people?" Mayor Oravec responded in the affirmative.

PAT SIMMONS - COMMUNITY FORUM ON VIOLENCE PREVENTION

Ms. Simmons, 156 SW Peacock Boulevard, said, "I wanted to tell you that I was humbled to attend a community forum down in Fort Lauderdale a couple of weeks ago. It was hosted by Congresswoman Debbie Wasserman Schultz, and of course, her friend, Gabby Giffords, was there. That is really why I went. Her husband, Colonel Mark Kelly, was there, too. As soon as I walked into this building, I was welcomed with open arms even though I don't live in Broward or Fort Lauderdale, and although it wasn't the religion I grew up in, it was still an awesome event. They had seven people up on the stage and each spoke for maybe one minute. Debbie said, 'You're not here to have to listen to us; we're here so we can listen to you.' For the next two hours, literally, they gave everyone who wanted to comment or ask a question the opportunity to do so. It was all about violence prevention. I learned so much that night; not only about the topic, but about inclusion and how to make everyone feel welcome. No one was there to judge any statements that were made. There were people there from the NRA and we all let them have their say. We didn't agree with

them, but we did agree with their right to be able to say it. I was one of the last people to speak, and unbeknownst to me, one of her staff members was standing right behind me. So, I asked, 'I'm so impressed with what you've done here tonight, how can I borrow all of this and make it happen at home? Her staffers and I are keeping in close contact.'

TOM LESKO - WINDMILL POINT II

Mr. Lesko stated, "Tom Lesko, President, Lesko Consulting and Investing in St. Lucie West, also serving as a consultant for the Villas of Windmill Point II Property Owners Association. At the last meeting, Mr. Mayor, you and Michelle had posed some musings and questions that I came back to answer." Mayor Oravec stated, "Please address the Council with formal titles." Mr. Lesko said, "I'll stay here to answer your questions if they're qualifying or whatnot, if you wish. But, the curious case of Mr. Lesko, as you said, from 15 years ago, was actually 18 years ago. The point of my having brought that up is that the Villas of Windmill Point II hasn't asked the City for anything since 1998. We've managed to do our own Neighborhood Stabilization Program. When I came on July 25th and addressed all of you, if you go back and you listen to the last two appearances I made, I came to tell you that of 89 units that we have there, 48 of them went into foreclosure. I told you that Florida Statute 720.3085(8) says homeowners' associations get blown off on any maintenance fees beyond one year after the foreclosure sale and the title is complete. The Villas seized a lot of the foreclosure units, fixed them up and put money into the units. The Villas also special-assessed the units, believing that there weren't common charges like they are for the pool, for a golf course, for a gym, for the common grounds, because the law says that the bank only has to pay one year backwards on common grounds charges. We felt that if we went in, fixed these units up and we billed the bank, we'd get paid. That didn't work. The courts ruled against us. Forty-eight units out of 89."

Mr. Lesko stated, "The next thing we were told was that we could fine them; fines and violations after the sale, if they don't jump on it right away. The courts also denied our recovery of fines and violations on the units. As far as the City coming in 2008, Michelle, they did not, not into the Villas of Windmill Point II. They did come to Parks Edge, but they never came into our development. What you're thinking of is Operation Renaissance, where in 2005 and 2006, Frankie Borges came into our community. He said, 'You know, Mr. Lesko, you have a lot of power here. You can induce fines and violations on these units, get these cars off the street and help your own crime situation.' So, we did. We brought our crime rate down very well until the foreclosure crisis happened. I came on July 25th to educate you that we're going to need help, somehow, with the Neighborhood Stabilization Program that Florida, maybe, offers. Carmen was trying to help me. He said, 'Homeowners can be helped individually.' But, we are a non-profit association that bought the units and are trying to rehabilitate them . . ." Mayor Oravec interjected, "Thank you, sir." Mr. Lesko continued, ". . .and offer moderate income rentals. Do you have any other questions for me, Mayor?" Mayor Oravec replied in the negative.

* Mayor Oravec said, "It is the prerogative of the Council to have questions or responses. Councilwoman Berger?" Councilwoman Berger said, "I actually want to support Mr. Gotz on his view for the sign-holding and placement of the signs at the locations that are considered and approved by this Council as temporary early-voting areas. Maybe I heard

wrong, but I think you said there are a lot of women candidates running and it's very hot out there. It's hot for both sexes, just to be clear. Both genders, I'm sure, are toughing it out with the 100 degree temperatures out there. I've been out there, myself, for 12 years, as you know, at least three times just for myself. For some reason, whether it is a gender thing or not, I always outlasted my opponents, Mark. We can stand out there, so, getting you back. All genders out there, not just the women. We do need to get that changed if we can. This is the second time we're talking about it on a rotation, and I do believe it is something we have to look at."

Mayor Oravec said, "Councilwoman Berger, I hate to take the other side of that, but I do. There has to be a policy discussion. I noted a different part of Mr. Gotz' statement about 12 years. Based on my recollection, we've had the current City position in place since Roger Orr was City Attorney, so it has been that way for a number of years. It didn't just happen this election cycle; this has been an on-going policy. Since we imposed the political sign ordinance, I think the City looks a lot better than it used to. I hate to take a different position, but I am of a different opinion on that." Councilwoman Berger stated, "Just to be clear on that, I agree with you. The City looks 100% better since we've imposed that ordinance. From my point of view, it's just a simple clarification that during early voting at those specific locations we would allow them to keep the signage up for the specific, finite time, with a sunset date. When we started this program way back when, that was a view I had, but I believe the rest of it needs to remain exactly the same." Mayor Oravec said, "It is a preference for me, not a principle, so I'm happy to follow whatever the Council wants to do."

Vice Mayor Bartz stated, "As I remember, we also had in place that the night before voting, so it would be the 29th, people could go out, put their signs up and leave them up at the polls. That didn't include early voting, but it certainly included Election Day." Mayor Oravec asked, "Do you have the definitive answer on the City's position?" The City Manager responded, "I will check with . . . Perhaps the City Clerk might have the definitive answer for you. If not, we'll provide one to you." Councilwoman Martin said, "From what I remember, on Election Day, you could put it out the night before, but they had to be taken down when the polls closed. You couldn't have any signs remaining. We've never done anything with regard to the early voting. I don't have a problem with it since it is a finite time, if that is the Council's wish."

Mayor Oravec said, "I think one way or the other it will be in writing somewhere." Vice Mayor Bartz said, "You may remember this, I'm thinking that we had to approve it each time. I don't know if we did a blanket approval two years ago. I'm only bringing that up because of my concern that, if we don't have that answer, we won't have the answer before Election Day. If that is not the case and we need to make a decision, we may want to talk about it and make that decision just so, moving forward, we are covered for Election Day, August 30th." Councilwoman Berger stated, "We're covered for that." Vice Mayor Bartz said, "Madame Berger, I thought it was always a few weeks before that that, 'Yes, we're going to do this.' I'm not sure if two years ago we just said, 'Okay, we're going to blanket this from now until forever.' My concern is that if it is the first, then the City Manager is going to look at that and it's going to be too late for him to bring it back. The City Attorney would be able to tell us whether we can do something about it this evening,

regardless of the outcome of the City Manager's review." Mayor Oravec said, "My thought is that staff reminded the elected officials and staff every year because the political season is always an interesting time at a city. There should be a written policy. Is it the consensus of this Council that you want to follow your remembered past practice - you have to hold it until the 24-hour period and then you're allowed to have it in until the poll closes?"

Councilwoman Berger responded, "There is a written policy. When I decided to voice and be in agreement with Mr. Gotz, I'm just saying it is that portion of the written policy I'm opposed to. I would like to see changes in the future. I don't know that you can change it right now because we're right in the midst of early voting, but, for future contemplation, that is one portion I would choose to support for changing. Because when you think about, it's almost semantics, what our written policy says currently is that when it is Election Day, they can put the signs out the night before, they can stay there overnight in the ground, and we ask them that when the voting polls close, that they then remove the signs. So, isn't it semantics for us to say . . . Think about it, we have the same polls open, only three of them in the City, right? Or is it two in the City?" Vice Mayor Bartz answered, "Two." Councilwoman Berger continued, "Two in the City that, from the time it starts, it's actually an open poll for that finite timeline, in the same way that it is for the one day. Why not use this parallel thinking? Put the sign in the ground the night before early voting starts, allow it to stay in the ground for that, let's say a finite time of a week, and at the end of the week, whenever polling ends, they must come out. If polling ends on Saturday and re-starts on Tuesday for regular voting, then they can go back in at that time. It's a little bit of work for somebody, but it would seem to be running consistent with what the actual guidelines are; to me. The other part is, when I drove by the Community Center today, for instance, it's so congested with people holding signs, because that's what we mandated, there is this collateral damage happening for people just trying to walk through to get to our Community Center or just be able to enjoy going and doing early voting. Today, it wasn't five people holding signs, there had to be about 50 or 60 people in different groups holding signs. That is not that big an area. If what we're trying to do is encourage the political process and allow people to get in and vote easily, it just seems to me that that would be more efficient. To me, it would be cleaner looking to have just one sign a piece available there, if you had to put restrictions on it, then to have this clustering of people standing in the route to go to our Community Center to enjoy recreational activities during the course of the week."

Mayor Oravec stated, "It is hard for me to listen to a debate without wanting to debate. Even if we put these signs in the ground, the candidates who can, will still staff that, and they will still have to comply with the distance that is marked by the Supervisor of Election. We can anticipate that those people will still be there. Just to get to it, is there a consensus, then, to allow a sign to be left in during early voting? Me, yes. Vice Mayor?" Vice Mayor Bartz replied, "Yes, but I think that we need to be clear to limit the signs because, again, to have five signs out there is not conducive to what we've always wanted to do with keeping the look of the City." Mayor Oravec asked, "One sign per candidate or issue?" Vice Mayor Bartz answered, "Or one sign per entrance. I think that it is what I would go with." Mayor Oravec said, "Okay, one sign per candidate or issue per frontage." Councilwoman Martin noted, "I'm fine with that." Mayor Oravec asked, "Mr. Bowen?" Councilman Bowen responded, "First of all, I don't think people go to the polls and vote on

who is waving signs or not. I think they are more concerned about the issues, problems and solutions facing the City. If you want to change the sign ordinance to let them put signs in a day or two early does not bother me at all. But, I think the educated voter knows the issues and problems the City is facing, so somebody waving a sign all day in the heat . . . if they want to do it, that's okay with me."

Mayor Oravec said, "Mr. Bremer and Mrs. Siegel, there is a **consensus** of the Council to allow one sign per issue or candidate per frontage at the early voting locations in the City of Port St. Lucie. Those signs will have to be removed when the poll locations close. If it is possible to hold enforcement in abeyance or take other administrative action, I'd ask that you do so. If not, I'd ask that you implement the direction of Council by the runoff. Are there any questions?" Interim City Attorney Goldstein Siegel replied, "Thank you for letting the record show that the request to hold in abeyance the enforcement of the sign codes as they relate to political signs would be, kind of I guess there was a moratorium or hold-off on the enforcement, and that it is rationally related to the elections. Thank you for doing that. With respect to the time when you need to remove those signs, is it within 24 hours of the date the event is closed or the date the early voting place is closed and is no longer available? Is that what your motion is?" Mayor Oravec responded, "Within 24 hours of the poll closing. I think that is what the past practice has been." Councilman Bowen said, "I thought it was five days." Councilwoman Berger stated, "It is supposed to be gone by the next day. In essence, it is a 12-hour period, typically." Mayor Oravec inquired, "Is that good with the consensus?" Councilwoman Berger said, "It's not a lot of work for people; it's really only two locations. A candidate should be able to go and pick up two signs pretty easily."

Interim City Attorney Goldstein Siegel asked, "To help out, could I just have a motion and a call for a vote? That would make it a little bit clearer for me and provide me with a little less heartburn." Mayor Oravec replied, "I'm going to move on to Item 6, Additions or Deletions to the Agenda, and I'm going to ask that this item be added to the Agenda. We'll deal with it then. Are there any other comments on Public to be Heard?" Councilwoman Berger responded, "No, but before we get to that point, can we have somebody look up and print out for us what the current ordinance says in relation to political signage? This way, by the time we get to it, we can look at it to see what needs to be altered." Interim City Attorney Goldstein Siegel answered in the affirmative. Councilwoman Berger said, "Some of this stuff, I think, is already in it." Interim City Attorney Goldstein Siegel affirmed Councilwoman Berger's comment.

6. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

Councilwoman Berger moved to add a discussion on the political signs during the early voting timeline. Councilwoman Martin **seconded** the motion. Mayor Oravec noted, "The motion would give us an Item 13 c)." The City Clerk restated the motion as follows: for approval of the Agenda, with the addition of Item 13 c), a discussion on political signs during early voting. The motion **passed unanimously** by roll call vote.

7. APPROVAL OF CONSENT AGENDA

Attachment 4

SLC Supervisor of Elections

Memo: Election Year 2016



MEMORANDUM

TO: ALL CANDIDATES
FROM: GERTRUDE WALKER, SUPERVISOR OF ELECTIONS, ST. LUCIE COUNTY
DATE: ELECTON YEAR 2016
SUBJECT: USAGE AND REMOVAL OF POLITICAL CAMPAIGN ADVERTISEMENT SECTION 106.1435, F.S.

106.1435 Usage and removal of political campaign advertisements.—

- (1) Each candidate, whether for a federal, state, county, or district office, shall make a good faith effort to remove all of his or her political campaign advertisements within 30 days after:
 - (a) Withdrawal of his or her candidacy;
 - (b) Having been eliminated as a candidate; or
 - (c) Being elected to office.

However, a candidate is not expected to remove those political campaign advertisements which are in the form of signs used by an outdoor advertising business as provided in chapter 479. The provisions herein do not apply to political Campaign advertisements placed on motor vehicles or to campaign messages designed to be worn by persons.

- (2) If political campaign advertisements are not removed within the specified period, the political subdivision or governmental entity has the authority to remove such advertisements and may charge the candidate the actual cost for such removal. Funds collected for removing such advertisements shall be deposited to the general revenue of the political subdivision.
- (3) Pursuant to chapter 479, no political campaign advertisements shall be erected, posted, painted, tack, nailed, or otherwise displayed, placed, or located on or above any state or county road right-of-way.
- (4) The officer before whom a candidate qualifies for office shall notify the candidate, in writing, or the provisions in this section.
- (5) This provision does not preclude municipalities from imposing additional or more stringent requirements on the usage and removal of political campaign advertisements.

Please be advised that to obtain information on Fort Pierce sign ordinances, you must contact Peggy Arraiz (Fort Pierce Code Enforcement) directly at 772 467-3148 or parraiz@city-FtPierce.com.



CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13F

Meeting Date: ~~10/10/16~~

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager 

FROM: O. Reginald Osenton, City Attorney 

Agenda Item: Motion: Bennington Village Homeowners' Association, Inc. – Request for Approval of Traffic Enforcement Services Agreement within a Gated Community

Submittal Date: 10/4/2016

STRATEGIC PLAN LINK: Principle 3 – Friendly Community for All Ages: All residents and visitors feel safe and secure throughout the city.

BACKGROUND: The Bennington Village Homeowners' Association, Inc. ("HOA") requested conceptual approval for traffic enforcement jurisdiction to be conferred upon the Port St. Lucie Police Department ("PSLPD") within Bennington Village, which is a part of Tradition Phase I. On January 25, 2016, the City Council granted conceptual approval for an agreement of traffic enforcement services within the gated community as item 7-v on the Consent Agenda. Prior to the City and HOA engaging in discussions, City Council must approve the concept of expending the City's law enforcement resources on traffic enforcement of private roads located within the HOA. Upon conceptual approval from the City Council, the City Attorney's Office will draft a traffic enforcement agreement to be approved by the HOA before coming back for final approval by City Council.

ANALYSIS: A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement. The City Attorney's Office has been working with the Bennington Village HOA on the attached Agreement for Traffic Enforcement on Private Roads. Both the Public Works Department and the Port St. Lucie Police Department have reviewed and approved the Agreement as

presented. City Council approval of the Agreement for Traffic Enforcement on Private Roads, in substantially the same form as attached, is hereby requested.

FINANCIAL INFORMATION: PSLPD may charge for the actual costs of providing traffic control and enforcement within Bennington Village.

LEGAL INFORMATION: Agreement was negotiated by Special Legal Counsel, John Bizanes, and has been approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: A written agreement is required by Section 316.006(2)(b), Florida Statutes, in order for the PSLPD to enforce traffic laws of the state within Bennington Village.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: Bennington Village, Tradition Phase I

ATTACHMENTS: 1. Agreement for Traffic Enforcement on Private Roads; 2. January 25, 2016 Regular City Council Meeting Action Agenda (Item 7-v); 3. Bennington Village, Tradition Phase I, Map of Roadways.

cc: John Bolduc, Chief of Police, PSLPD
James Angstadt, P.E., Public Works Director

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

ATTACHMENT

“1”

(to City Council Agenda Memorandum)

AGREEMENT FOR TRAFFIC ENFORCEMENT ON PRIVATE ROADS

THIS AGREEMENT made as of this 10th day of August, 2016, by and between the **CITY OF PORT ST. LUCIE** (hereinafter "City"), a municipal corporation of the State of Florida, and **BENNINGTON VILLAGE HOMEOWNERS' ASSOCIATION, INC.** (hereinafter "Owner").

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the owner of the private roads;

WHEREAS, the Owner holds legal title to the roads located within the Bennington Village subdivision in the City of Port St. Lucie, Florida; and

WHEREAS, the Owner has requested that the City exercise traffic enforcement jurisdiction over private roads owned by Owner on the terms and conditions set forth herein.

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with its Articles of Incorporation, Bylaws, and other applicable governing documents.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. **Authorization.** The Owner holds legal title to the roads described in Exhibit "A" and its Board of Directors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.
2. **Traffic Enforcement.** Pursuant to Section 316.006(2)(b), Florida Statutes, the City and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit A attached hereto and incorporated by this reference to the City. The City of Port St. Lucie Police Department (hereinafter "PSLPD") shall enforce the Florida Uniform Traffic Control Laws on such roads; however, the foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the PSLPD. Owner may in no way attempt to influence or otherwise control City relating to the enforcement of traffic laws by the PSLPD on the Owner's roadways.
3. **Costs.** The City may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by August 1 of each year. Such invoice shall be paid by Owner on or before September 1 of each year.
4. **Insurance.** Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars

(\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate ("Insurance"), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees. A copy of the Insurance Certificate is attached hereto as Exhibit B. Additionally, should Owner be notified that any Insurance policy be canceled or rescinded, Owner shall immediately notify the City. All insurance shall be maintained during the term of this Lease Agreement, and any extension or renewal thereof, in companies legally qualified to transact business in the State of Florida.

5. **Traffic Control Devices.** Owner has provided to the City an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such certification is attached hereto as Exhibit C. Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the PSLPD enforcing any traffic laws under this Agreement.
6. **Indemnification.** Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City's performance hereunder, including the City's own negligence. Further, the owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the City's performance hereunder. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City under Florida Statute 768.28. This indemnification shall survive the cancellation of this agreement.
7. **Term.** This Agreement shall have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year terms upon written request by Owner to City no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the City Council at a public meeting. City Council may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven calendar days prior to the date of termination.

8. **Entire Agreement.** This Agreement represents the full understanding between the parties. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.
9. **Assignment.** This Agreement shall be binding on the parties hereto and may not be assigned.
10. **Maintenance.** Owner shall continue to be responsible for the maintenance of the roads described in Exhibit A in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.
11. **Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.
12. **Employee Status.** Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.
13. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

City:

City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Required Copy to:

Chief of Police
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Owner:

Bennington Village Homeowners' Association, Inc.

Brough Chadrow & Levine
(Registered Agent)

2149 N Commerce Pkwy
(Street Address)

Weston FL 33326
(City, State, Zip Code)

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

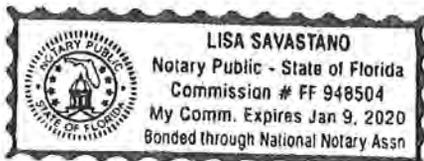
BENNINGTON VILLAGE HOMEOWNERS'
ASSOCIATION, INC.

By: [Signature]

President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned notary public, personally appeared Nigel Trotter, to me well known to be the President of Bennington Villagette and s/he acknowledged before me that s/he executed the foregoing Agreement for Traffic Enforcement on Private Roads. S/he is: [] personally known to me or [] has produced _____ as identification.



[Signature]
Notary Public

(Typed, Printed or Stamped Name of Notary Public)

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Greg Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

City Attorney

By: _____
John Bolduc, Chief of Police

EXHIBIT "A"

[Legal Description]

BENNINGTON VILLAGE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

BENNINGTON CIRCLE, OAKWATER COURT, CRESTWOOD CIRCLE,
RUNNING OAK COURT, KNIGHTSBRIDGE LANE, AND
SPRINGTREE TERRACE, LOTS 1 THROUGH 34, INCLUSIVE,
BLOCK 1, LOTS 1 THROUGH 27, INCLUSIVE, BLOCK 2, LOTS 1
THROUGH 28, INCLUSIVE, BLOCK 3, LOTS 1 THROUGH 102,
INCLUSIVE, BLOCK 4, LOTS 1 THROUGH 51, INCLUSIVE,
BLOCK 5, LOTS 1 THROUGH 28, INCLUSIVE, BLOCK 6, AS
ALL ARE SHOWN ON TRADITION PLAT No. 19- TOWNPARK
PHASE ONE, AS RECORDED IN PLAT BOOK 47, PAGES 32
THROUGH 64, INCLUSIVE, OF THE PUBLIC RECORDS OF ST.
LUCIE COUNTY, FLORIDA.

EXHIBIT "B"

[Insurance Certificate]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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 RICK CARROLL INSURANCE AGENCY 2160 NE Dixie Highway PO Box 877 Jensen Beach FL 34958-0877		CONTACT NAME: Darlene Kane PHONE (A/C, No. Ext): (772) 334-3181 E-MAIL ADDRESS: FAX (A/C, No): (772) 334-7742	
INSURED Bennington Village Homeowners Association Inc C/O Campbell Property Management 11270 Town Park Ave Port St Lucie FL 34987		INSURER(S) AFFORDING COVERAGE INSURER A: Aspen Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1632307936 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	CIUHOA00208000	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 Employee Benefits \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY. THE FOLLOWING ENTITIES ARE RECOGNIZED AS ADDITIONAL INSUREDS UNDER THIS POLICY. SEE POLICY NOTES ATTACHED.

CERTIFICATE HOLDER City Manager, City of Port St. Lucie 121 SW Port St. Lucie Blvd. Port St. Lucie, FL 34984-5099	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 Keith Carroll/DK <i>Keith Carroll</i>
---	---

COMMENTS/REMARKS

ADDITIONAL INSUREDS BY CONTRACT APPLY AS PER ENDORSEMENT NUMBER ASICCIUGL0041012 ATTACHED:
THE CITY OF PORT ST. LUCIE, FL, INCLUDING THE CHIEF, ALL OFFICERS, REPRESENTATIVES,
VOLUNTEERS AND AGENTS.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



ASPEN SPECIALTY INSURANCE COMPANY

POLICY NUMBER: CIUHOA002080-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT - COMMUNITY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

Table with 2 columns: Coverage Description and Status/Details. Rows include: Additional Insured - Committee, Organization and Subsidiary (Included); Additional Insured - Managers or Lessors of Premises (Included); Additional Insured - Automatic Status When Required by Contract (Included); Association Owned Units (Included); Broadened Definition of Mobile Equipment (Included); Damage to Premises Rented to You (Broadened Perils); Duties in the Event of Occurrence, Offense, Claim or Suit (Included); Liberalization (Included); Non-Owned Aircraft (Included); Non-Owned Watercraft (If rented or loaned with a paid crew); Notice of Occurrence (Increased to 51 feet long); Per Location and Per Project Aggregates (Included); Property Damage to Borrowed Equipment (Included); Revised Exclusion for Expected or Intended Injury (Up to \$10,000 per "occurrence"); Supplementary Payments (Included); Bail Bonds (Up to \$2,500); Loss of Earnings (Up to \$300 a day); Unintentional Failure to Disclose Hazards (Included); Waiver of Transfer of Rights of Recovery (Included).

EXHIBIT "C"

[Certification by Florida Licensed Professional Engineer]



Michael B. Schorah and Associates, Inc.
ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

SUITE 206
1850 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406
PHONE (561) 968-0080
FAX (561) 642-9726
EB 2438 LB 2438

September 19, 2016

Minto TownPark, LLC
4400 W Sample Road, Suite 200
Coconut Creek, Florida 33073

Attn: Janet Kroll, LCAM, Manager, Community Services

RE: TOWNPARK AT TRADITION – TRAFFIC CONTROL AGREEMENT

Dear Ms. Kroll:

In accordance with the Traffic Control Agreement between the City of Port St. Lucie and the TownPark Master Association, Inc., this is to advise your office that, based on field reviews under my responsible charge, the traffic control devices within the TownPark at Tradition Phase One development have been installed in substantial accordance with the approved engineering plans, the Manual on Uniform Traffic Control Devices (MUTCD) and the Design Standards of the Florida Department of Transportation.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Martha H. Carter
9-19-16



Martha H. Carter, P.E.
Florida Registration No. 47589

mcarter\word\1357trafficcert.doc

ATTACHMENT

“2”

(to City Council Agenda Memorandum)

**CITY OF PORT ST. LUCIE
CITY COUNCIL REGULAR ACTION AGENDA
JANUARY 25, 2016**

5. PUBLIC TO BE HEARD

OTHER: Mayor Oravec requested that the City Manager and Chief Bolduc meet with Ms. Wilson, Ms. Teixeira, and Ms. Dygas regarding their complaints of a neighborhood dispute on Cadima Street.

OTHER: Councilman Bowen requested a copy of the police reports regarding Flavors Restaurant and Lounge.

OTHER: Mayor Oravec directed Engineering staff to speak with Mr. Romanko regarding traffic management in St. Lucie West.

OTHER: The Council accepted comments for Item 7 e) during Public to be Heard.

6. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

ACTION: Motion passed unanimously to approve the Agenda, with Items 10 c) and 10 d) removed at the request of Councilwoman Martin, and Item 13 d) removed at the request of the Legal Department.

7. APPROVAL OF CONSENT AGENDA

a) APPROVAL OF MINUTES

b) FRIENDS OF THE PORT ST. LUCIE BOTANICAL GARDENS, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE AND BANNERS WITHIN THE CITY'S RIGHTS-OF-WAYS, FOR THEIR ANNUAL GARDEN FESTIVAL AND PLANT SALE "BOTANICA 2016" SCHEDULED FOR FEBRUARY 13 AND 14, 2016, CITY MANAGER

c) IMAGINE NAU CHARTER SCHOOL, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS, TO ANNOUNCE THEIR OPEN ENROLLMENT, CITY MANAGER

d) RIVERLAND/KENNEDY DRI CONCEPTUAL MASTER PLAN, REQUEST APPROVAL OF THE CONCEPTUAL MASTER PLAN REQUIRED BY CONDITION NO. 11 OF THE RIVERLAND/KENNEDY DRI DEVELOPMENT ORDER, P15-148, RIVERLAND/KENNEDY, LLP, PLANNING & ZONING DEPARTMENT

e) **SITE PLAN EXTENSIONS FOR BALLANTRAE WEYBURN HOMES/TEMPORARY FACILITIES, P07-200; BALLANTRAE SALES CENTER, P07-202; BALLANTRAE TENNIS COURTS, P07-324**, REQUEST TO EXTEND THE CURRENT EXPIRATION DATES TO JUNE 5, 2017, TO BE CONSISTENT WITH THE EXTENSION GRANTED FOR THE BALLANTRAE GOLF AND YACHT CLUB, PENN-FLORIDA CLUB PROPERTIES 1, LLC, PLANNING & ZONING DEPARTMENT

f) **MAJOR SITE PLAN AMENDMENT, BOUGAINVILLEA PLAZA**, LOCATED ON THE NORTHWEST SIDE OF BOUGAINVILLEA AVENUE, SOUTH OF A DRAINAGE RIGHT-OF-WAY, WEST OF SAVONA BOULEVARD, AND NORTH OF GATLIN BOULEVARD, ADD AN ADDITIONAL PARKING LOT TO THE EXISTING PROFESSIONAL PLAZA, P15-187, BOUGAINVILLEA PLAZA, INC., PLANNING & ZONING DEPARTMENT

g) **MINOR SITE PLAN, O'REILLY AUTO PARTS**, LOCATED AT 198 SW PORT ST. LUCIE BOULEVARD, ON THE SOUTH SIDE OF PORT ST. LUCIE BOULEVARD, ON THE NORTH SIDE OF ESSEX DRIVE, AND EAST OF CARY STREET, CONSTRUCTION OF A 7,310 SQ FT AUTOMOTIVE RETAIL SHOP, P14-131, O'REILLY AUTOMOTIVE STORES, INC., PLANNING & ZONING DEPARTMENT

h) **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION**, AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20160053, PROCUREMENT MANAGEMENT DEPARTMENT

i) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR RICHARD FOPIANO, AS A CONSUMER MEMBER, TO A THIRD TERM FOR TWO YEARS, WHICH WILL RUN FROM DECEMBER 2015 THROUGH DECEMBER 2017, BUILDING DEPARTMENT

j) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR JASON PARISH, AS THE PLUMBING CONTRACTOR MEMBER, TO A FOURTH TERM FOR TWO YEARS, WHICH WILL RUN FROM DECEMBER 2015 THROUGH DECEMBER 2017, BUILDING DEPARTMENT

k) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR JAN GALLO, AS A CONSUMER MEMBER, TO A SECOND TERM FOR TWO YEARS, WHICH WILL RUN FROM SEPTEMBER 2015 THROUGH SEPTEMBER 2017, BUILDING DEPARTMENT

l) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR GREG OLDAKOWSKI, AS THE GENERAL CONTRACTOR MEMBER, TO A FINAL TERM FOR ONE YEAR, WHICH WILL RUN FROM OCTOBER 2015 THROUGH OCTOBER 2016, BUILDING DEPARTMENT

m) **TREASURE COAST FOOD BANK**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE

WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR SEAFOOD ON THE SQUARE EVENT SCHEDULED FOR FEBRUARY 6, 2016, CITY MANAGER

n) **WAIVER OF BID, CHAPTER 35.04 (C)**, FOR GOOD CAUSE SHOWN, #20160044, CONSTRUCTION OF A NEW K-9 TRAINING FACILITY AT MCCARTY RANCH PRESERVE, AND ADA UPGRADES TO THE ADJACENT METAL BUILDING, **JOHNSON-LAUX CONSTRUCTION, INC.**, FOR THE UNIT PRICES OFFERED IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) COOP CONTRACT #FL-WCH01-031814-JLC, FOR A TOTAL AMOUNT OF \$66,732.72, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

o) **BOB BARKER COMPANY, INC.**, SURECARE MEDICAL GRADE NITRILE EXAMINATION GLOVES, #20160011, UNIT PRICE OF \$64 PER CASE, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 24 MONTHS WITH A RENEWAL OPTION FOR ONE ADDITIONAL 24-MONTH PERIOD, PROCUREMENT MANAGEMENT DEPARTMENT

p) **WAIVER OF BID, CHAPTER 35.04**, FOR GOOD CAUSE SHOWN, #20160036, PARTICIPATE IN THE NATIONAL IPA CONTRACT #120535 TO PURCHASE 1 NEW TORO WORKMAN HDX HEAVY DUTY UTILITY VEHICLE FOR \$20,857.89; 1 NEW TORO MH400 MATERIAL HANDING UNIT WITH TORO TWIN SPINNER ATTACHMENT FOR \$24,044.16; AND 1 NEW RYAN MATAWAY DETHATCHER FOR \$5,717 FROM **HECTOR TURF**, FOR A TOTAL COST OF \$50,619.05, PROCUREMENT MANAGEMENT DEPARTMENT

q) **LENGEMANN CORPORATION**, GPS SURVEY EQUIPMENT, #20160025, \$32,595, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 60 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

r) **DECLARATION OF UNITY OF TITLE**, ROBERT L. SPRINGER AND KATHRYN H. SPRINGER, TO COMBINE LOTS 7 AND 8, BLOCK 676, PORT ST. LUCIE SECTION 18, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

s) **DECLARATION OF UNITY OF TITLE**, GREGORY J. FLAHERTY AND FRANCES C. FLAHERTY, TO COMBINE LOTS 21 AND 22, BLOCK 1330, PORT ST. LUCIE SECTION 11, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

t) **CO-PRODUCED AGREEMENT**, BETWEEN THE CITY OF PORT ST. LUCIE AND THE FRIENDLY SONS AND DAUGHTERS OF IRELAND, INC., FOR THE ST. PATRICK'S DAY EVENT SCHEDULED ON MARCH 11 & 12, 2016, PARKS AND RECREATION DEPARTMENT

u) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, LAKE FOREST HOMEOWNERS ASSOCIATION**

v) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, BENNINGTON VILLAGE HOMEOWNERS ASSOCIATION**

w) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, STOCKTON VILLAGE HOMEOWNERS ASSOCIATION**

x) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, FIELDSTONE VILLAGE HOMEOWNERS ASSOCIATION**

ACTION: Motion passed unanimously to approve the Consent Agenda, with Item 7 e) pulled for separate discussion.

e) **SITE PLAN EXTENSIONS FOR BALLANTRAE WEYBURNE HOMES/TEMPORARY FACILITIES, P07-200; BALLANTRAE SALES CENTER, P07-202; BALLANTRAE TENNIS COURTS, P07-324, REQUEST TO EXTEND THE CURRENT EXPIRATION DATES TO JUNE 5, 2017, TO BE CONSISTENT WITH THE EXTENSION GRANTED FOR THE BALLANTRAE GOLF AND YACHT CLUB, PENN-FLORIDA CLUB PROPERTIES 1, LLC, PLANNING & ZONING DEPARTMENT**

ACTION: Motion passed unanimously to table Item 7 e) for additional information.

OTHER: Mayor Oravec asked the City Attorney for a legal opinion on anything that would impact the extension of Site Plans.

8. SECOND READING, PUBLIC HEARING OF ORDINANCES

a) **ORDINANCE 16-01, AN ORDINANCE TO REZONE 0.55 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF DOMINA ROAD AND CAMPANA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS ARAYA, BERNARDO A. AND KARINA, P15-180; PROVIDING FOR AN EFFECTIVE DATE.**

ACTION: Motion passed unanimously to approve Ordinance 16-01.

9. OTHER PUBLIC HEARINGS

a) **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #456, SE BARON STREET**

ACTION: Motion passed unanimously to approve Item 9 a), Street Lighting Assessment

Area, Boundary #456, SE Baron Street.

b) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #457, SW VOYAGER STREET

ACTION: Motion passed unanimously to approve Item 9 b), Street Lighting Assessment Area, Boundary #457, SW Voyager Street.

OTHER: Mayor Oravec requested that Engineering/Public Works contact Mr. Devito regarding the Traffic Calming Program.

c) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #458, SW GRANVILLE AVENUE

ACTION: Motion passed unanimously to approve Item 9 c), Street Lighting Assessment Area, Boundary #458, SW Granville Avenue.

d) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #459, SE NEWCASTLE TERRACE

ACTION: Motion passed unanimously to approve Item 9 d), Street Lighting Assessment Area, Boundary #459, SE Newcastle Terrace.

e) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #460, SE ANCHOR LANE

ACTION: Motion passed unanimously to approve Item 9 e), Street Lighting Assessment Area, Boundary #460, SE Anchor Lane.

10. FIRST READING OF ORDINANCES

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

ACTION: Motion passed unanimously to approve Ordinance 15-59.

OTHER: Mayor Oravec asked the City Attorney to look into providing more information regarding the Ordinance in the heading on the Agenda.

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

ACTION: Motion passed unanimously to approve Ordinance 16-02.

c) ORDINANCE 16-03, AN ORDINANCE AMENDING THE PORT ST. LUCIE

CITY CODE OF ORDINANCES, AMENDING SECTION 61.07, CUSTOMER DEPOSITS; PROVIDING AN EFFECTIVE DATE.

(Clerk's Note: This Item was removed from the Agenda.)

d) **ORDINANCE 16-04**, AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 63.25, MISCELLANEOUS POLICIES; PROVIDING AN EFFECTIVE DATE.

(Clerk's Note: This Item was removed from the Agenda.)

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

ACTION: Motion passed unanimously to approve Ordinance 16-05.

11. RESOLUTIONS

a) **RESOLUTION 15-R111, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(11) and (12) TO ALLOW AN AUTOMOBILE FUEL SERVICE AND RETAIL CONVENIENCE STORE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR CUMBERLAND FARMS (JAMES J. MCGLONE, JR.), LEGALLY DESCRIBED AS LOTS 1 - 8, A PORTION OF LOTS 9 & 10, BLOCK 1482, SECTION 16 AND LOTS 65 - 67, BLOCK 1440, SECTION 15, P15-171; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 15-R111.

b) **RESOLUTION 15-R115**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR CUMBERLAND FARMS AT DARWIN AND PORT ST. LUCIE (P15-157) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF JAMES J. MCGLONE JR.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to table Resolution 15-R115.

c) **RESOLUTION 16-R01**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT AND THE AMENDED CONSTRUCTION PLANS FOR RIVER PLACE ON THE ST. LUCIE PLAT NO. 8 (P15-121) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ECOVILLAGE AT RIVER PLACE, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R01.

d) RESOLUTION 16-R02, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT FOR VERANO PUD NO. 1 PLAT NO. 17 (THE PRELIMINARY 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.

ACTION: Motion passed unanimously to approve Resolution 16-R02.

e) RESOLUTION 16-R03, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ACCEPTING A WARRANTY DEED FROM PORT SAINT LUCIE PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CONCERNING THE CONVEYANCE OF PROPERTY FOR USE AS RIGHT-OF-WAY WITH A SIGNALIZED INTERSECTION AT PORT ST. LUCIE BOULEVARD AND AURELIA AVENUE (REFERENCE P15-088); PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R03.

f) RESOLUTION 16-R04, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TEMPORARY SUBORDINATION OF UTILITY INTEREST DOCUMENTS FOR THE ROAD CONSTRUCTION PROJECT ON MIDWAY ROAD; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R04.

12. UNFINISHED BUSINESS

There was nothing scheduled under this Item.

13. NEW BUSINESS

a) MINOR SITE PLAN, CUMBERLAND FARMS, LOCATED ALONG THE WEST SIDE OF PORT ST. LUCIE BOULEVARD BETWEEN SW BIANCA AVENUE AND SW ALEXANDRIA AVENUE, CONSTRUCTION OF AN AUTOMOTIVE FUEL SERVICE STATION WITH A 4,996 SQ FT ONE-STORY RETAIL CONVENIENCE STORE, P15-177, JAMES J. MCGLONE, JR., PLANNING AND ZONING DEPARTMENT

ACTION: Motion passed unanimously to approve Item 13 a).

b) TEMPORARY FOOD COURT ON WHEELS PILOT PROGRAM, DISCUSSION AND APPROVAL REQUEST, ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR HOLBROOK

ACTION: Motion passed unanimously to approve Item 13 b).

OTHER: Councilwoman Martin requested that the Assistant City Manager/Community Development Director report back to the Council after the first month of the Temporary Food Court on Wheels Pilot Program.

c) DISCUSSION TO ALLOW AN EXEMPTION TO SINGLE-FAMILY RESIDENCES BUILT BEFORE CURRENT ZONING CODE, WHICH DO NOT MEET THE MINIMUM LIVING AREA AS DESCRIBED IN ZONING CODE SECTION 158.060(H), VICE MAYOR BARTZ

OTHER: It was the consensus of the Council that this Item come back as an Ordinance for first reading.

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

(Clerk's Note: This Item was removed at the request of the Legal Department.)

14. DETERMINATION OF EXCUSED ABSENCES

a) COUNCILWOMAN BERGER, REGULAR CITY COUNCIL MEETING JANUARY 11, 2016

ACTION: Motion passed unanimously to approve Item 14 a).

15. CITY MANAGER'S REPORT

OTHER: Mayor Oravec requested that the City Attorney provide a written opinion whether the Sign Code and special events signs in the right-of-way are compliant with constitutional law, in the wake of the Supreme Court decision rendered on June 8, 2015, in Reed V. Town of Gilbert.

16. COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS

OTHER: Mayor Oravec requested that a Special Meeting be held to discuss the article regarding the public records response, VGTI, and the Crosstown Parkway.

ATTACHMENT

“3”

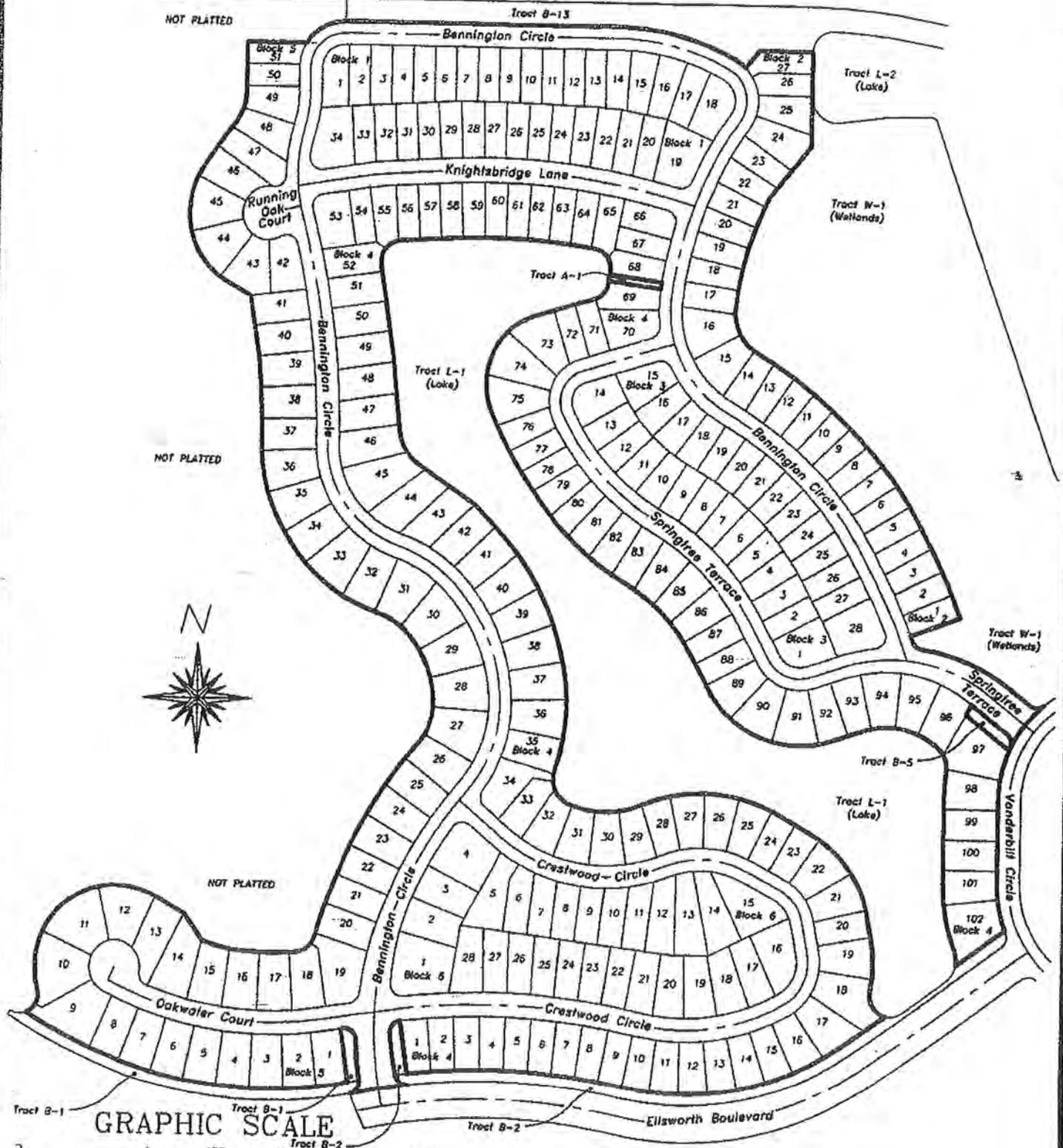
(to City Council Agenda Memorandum)

EXHIBIT "F"

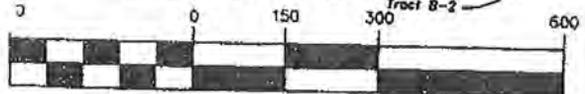
TRADITION PLAT No. 19 —

TOWNPARK PHASE ONE

BENNINGTON VILLAGE



GRAPHIC SCALE



(IN FEET)



CITY OF PORT ST LUCIE

COUNCIL ITEM **13 F**
DATE **10-10-16**

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7v
Meeting Date: 1/25/16

TO: Mayor and City Council
THRU: Jeff Bremer, City Manager **JB**
THRU: Pam Booker, City Attorney **PB**
FROM: Brennan Keeler, Staff Attorney **BK**

Agenda Item: Motion: Bennington Village HOA – Request for Conceptual Approval of Traffic Enforcement Services within a Gated Community

Submittal Date: 1/12/2016

STRATEGIC PLAN LINK: Principle 3 – Friendly Community for All Ages: All residents and visitors feel safe and secure throughout the city.

BACKGROUND: The Bennington Village Homeowners Association ("HOA") is requesting conceptual approval for traffic enforcement jurisdiction to be conferred upon the Port St. Lucie Police Department ("PSLPD") within Bennington Village. Prior to the City and HOA engaging in discussions, City Council must approve the concept of expending the City's law enforcement resources on traffic enforcement of private roads located within the HOA. If approved, the City's Legal and Police Departments will draft a traffic enforcement agreement to be approved by the HOA before coming back for final approval by City Council.

ANALYSIS: A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement.

FINANCIAL INFORMATION: PSLPD may charge for the actual costs of providing traffic control and enforcement within Bennington Village.

LEGAL INFORMATION: Approved by Staff Attorney Brennan Keeler on 12/1/2015 as to form.

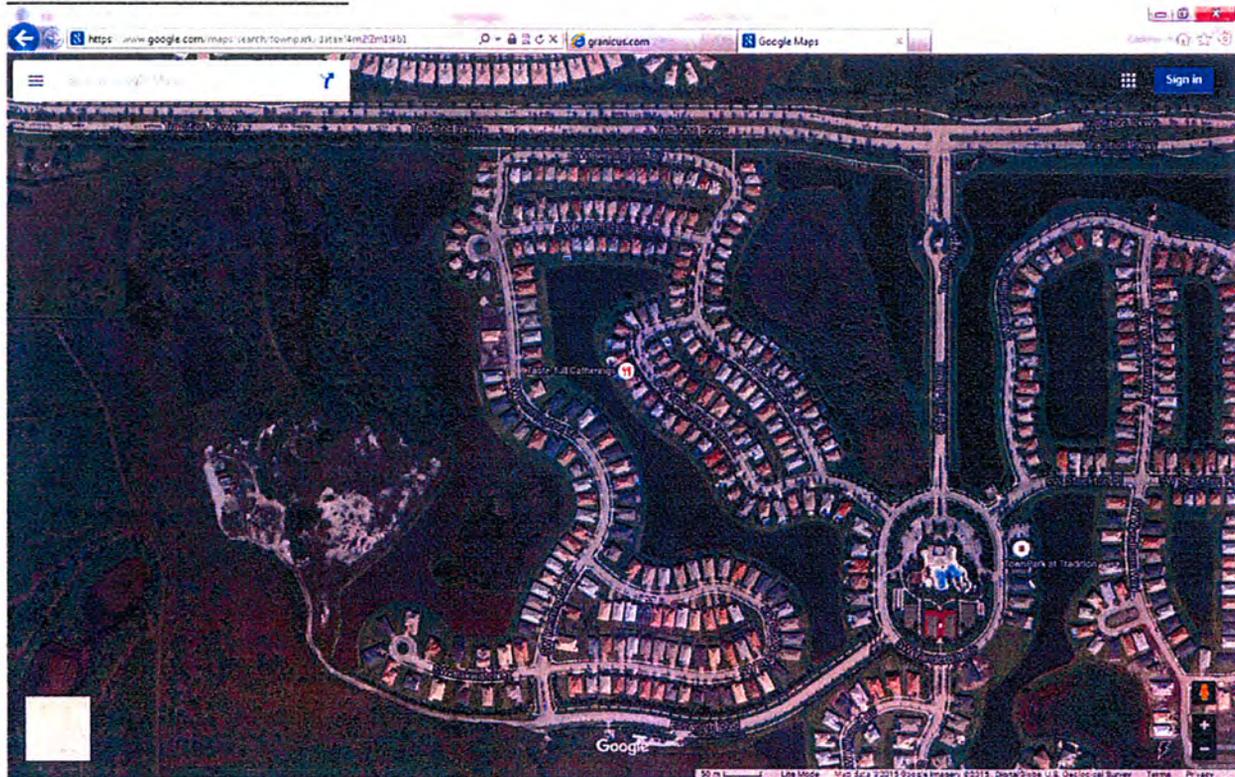
STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: A written agreement is required by Section 316.006(2)(b), Florida Statutes, in order for the PSLPD to enforce traffic laws of the state within Bennington Village.

PRESENTATION INFORMATION: 5 minutes (if needed).

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT:



- ATTACHMENTS:**
1. Bennington Village HOA Minutes – July 27, 2015
 2. Bennington Village Roadways

cc: John Bolduc, Police Chief, PSLPD

RECEIVED

JAN 20 2016

CITY MANAGER'S OFFICE

**Bennington Village Homeowners Association
Board of Directors Meeting
Monday, July 27, 2015
11270 SW TownPark Ave
7:00 P.M.**

Minutes

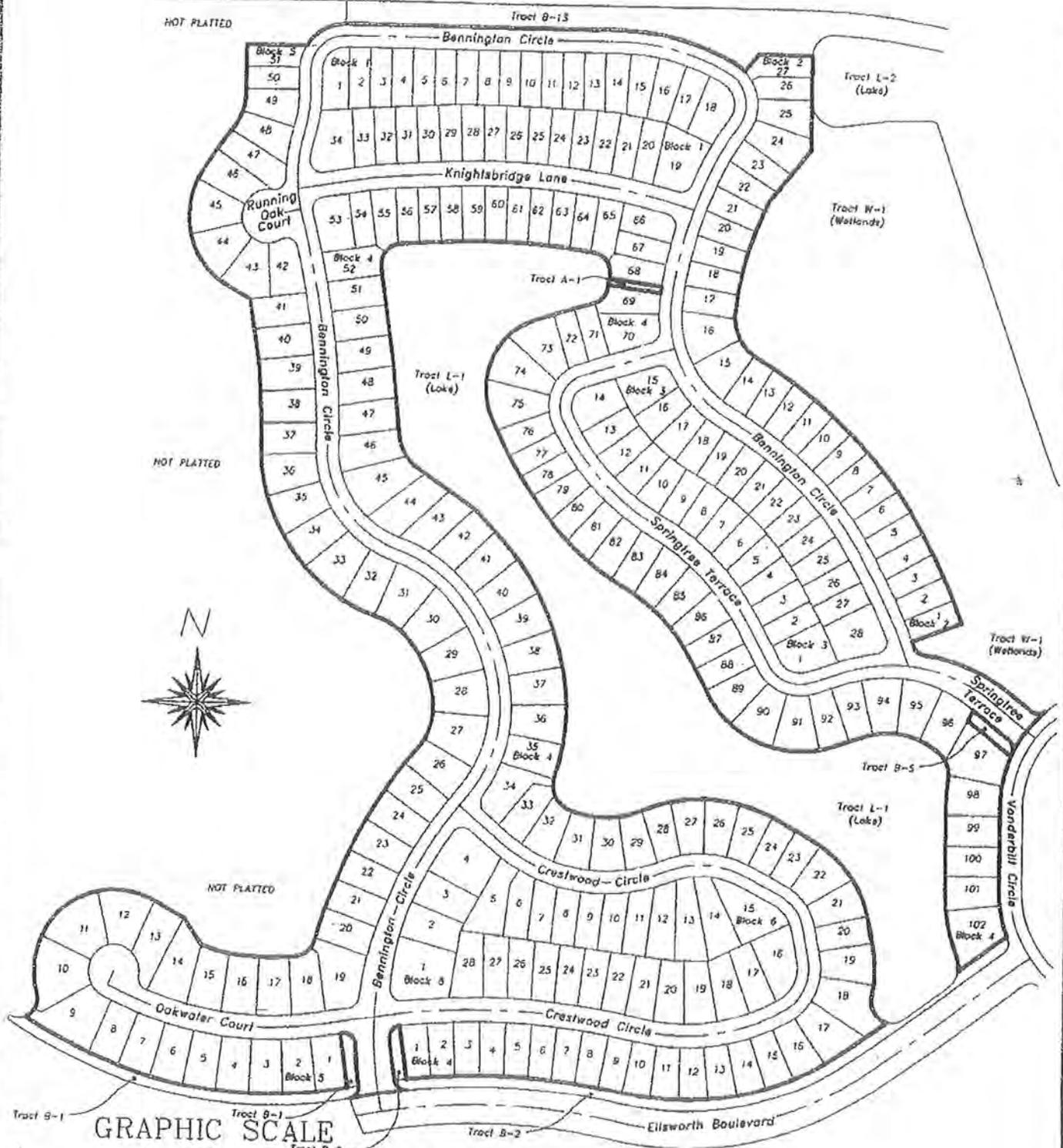
- I. Call to order: Meeting was called to order at 7:00 pm by Jim Stamm, President.
- II. Roll Call: A quorum was established with the following Directors present Jim Stamm, President, Nigel Trotter, Secretary, Thomas Nichols, Treasurer, and Rob Svenson, Director.
- III. Approval of Minutes: May 28, 2015 meeting minutes. Motion by Nigel Trotter to approve the minutes as written, 2nd by Rob Svenson. All in favor. **Motion passed.**
- IV. Old Business: None
- V. New Business:
 - A. Appoint New Director: Motion by Thomas Nichols to accept the resignation of David Malinoff, 2nd by Nigel Trotter. All in favor. **Motion passed.** Motion by Jim Stamm to appoint Flo Metz to remainder of David Malinoff's term, 2nd by Nigel Trotter. All in favor. **Motion passed.**
 - B. ARC Approval Process: Discussion was held regarding the newly painted red driveway and upcoming changes that will be addressed at the Master Board Meeting on Wednesday July 29th.
 - C. Mid-Year Financials: Jim Stamm reviewed the position of the Association mid-year and expressed the importance of getting a replacement study of common elements for budgeting purposes. The Board will continue discussion of this matter closer to budget time.
 - D. Motion to approve state traffic law enforcement by the City of Port St. Lucie Police Department on the private roads controlled by the Association. Motion by Nigel Trotter, 2nd by Rob Svenson to have the state traffic laws enforced by the City of Port St. Lucie Police Department on the private roads controlled by the Association. All in favor. **Motion passed.**
- VI. Open Forum: Discussion was held regarding Board communication and turnover update.
- VII. Adjournment: Thomas Nichols motioned to adjourn the meeting at 8:10pm, 2nd by Nigel Trotter. All in favor. **Motion passed.**

EXHIBIT "F"

TRADITION PLAT No. 19 -

TOWNPARK PHASE ONE

BENNINGTON VILLAGE



This subsection shall not limit those counties which have the charter powers to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those powers by the placement and maintenance of traffic control devices which conform to the manual and specifications of the Department of Transportation on streets and highways located within municipal boundaries.

(3) COUNTIES.—

(a) Counties shall have original jurisdiction over all streets and highways located within their boundaries, except all state roads and those streets and highways specified in subsection (2), and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A county may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located in the unincorporated area within its boundaries if the county and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the county, for county traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in such an agreement.

2. Prior to entering into an agreement which provides for enforcement of the traffic laws of the state over a private road or roads, or over any limited access road or roads owned or controlled by a special district, the governing body of the county shall consult with the sheriff. No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by counties under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority.

4. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. 316.123.

5. The board of directors of a homeowners' association as defined in chapter 720 may, by majority vote, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association.

(c) If the governing body of a county abandons the roads and rights-of-way dedicated in a recorded residential subdivision, and simultaneously conveys the county's interest therein to a homeowners' association for the subdivision in the manner prescribed in s. 336.125, that county's traffic control jurisdiction over the abandoned and conveyed roads ceases unless the requirements of paragraph (b) are met.

Notwithstanding the provisions of subsection (2), each county shall have original jurisdiction to regulate parking, by resolution of the board of county commissioners and the erection of signs conforming to the manual and specifications of the Department of Transportation, in parking areas located on property

owned or leased by the county, whether or not such areas are located within the boundaries of chartered municipalities.

(4) LEGISLATIVE DECLARATION.—The Legislature hereby finds and declares that the exercise by an authority of the powers conferred by written agreement pursuant to the provisions of chapter 87-88, Laws of Florida, serves a valid public purpose and function for which public credit may be pledged and public money may be expended.

History.—s. 1, ch. 71-135; s. 1, ch. 71-982; s. 2, ch. 79-246; ss. 1, 3, ch. 87-88; s. 32, ch. 94-306; s. 101, ch. 2002-20; s. 1, ch. 2002-235; s. 1, ch. 2005-34; s. 2, ch. 2005-164; s. 6, ch. 2006-290; s. 43, ch. 2007-5.

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13C

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney *RO*

Agenda Item: Motion: Fieldstone Village Homeowners' Association, Inc. – Request for Approval of Traffic Enforcement Services Agreement within a Gated Community

Submittal Date: 10/4/2016

STRATEGIC PLAN LINK: Principle 3 – Friendly Community for All Ages: All residents and visitors feel safe and secure throughout the city.

BACKGROUND: The Fieldstone Village Homeowners' Association, Inc. ("HOA") requested conceptual approval for traffic enforcement jurisdiction to be conferred upon the Port St. Lucie Police Department ("PSLPD") within Fieldstone Village, which is a part of Tradition Phase I. On January 25, 2016, the City Council granted conceptual approval for an agreement of traffic enforcement services within the gated community as item 7-x on the Consent Agenda. Prior to the City and HOA engaging in discussions, City Council must approve the concept of expending the City's law enforcement resources on traffic enforcement of private roads located within the HOA. Upon conceptual approval from the City Council, the City Attorney's Office will draft a traffic enforcement agreement to be approved by the HOA before coming back for final approval by City Council.

ANALYSIS: A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement. The City Attorney's Office has been working with the Fieldstone Village HOA on the attached Agreement for Traffic Enforcement on Private Roads. Both the Public Works Department and the Port St. Lucie Police Department have reviewed and approved the Agreement as

presented. City Council approval of the Agreement for Traffic Enforcement on Private Roads, in substantially the same form as attached, is hereby requested.

FINANCIAL INFORMATION: PSLPD may charge for the actual costs of providing traffic control and enforcement within Fieldstone Village.

LEGAL INFORMATION: Agreement was negotiated by Special Legal Counsel, John Bizanes, and has been approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: A written agreement is required by Section 316.006(2)(b), Florida Statutes, in order for the PSLPD to enforce traffic laws of the state within Fieldstone Village.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: Fieldstone Village, Tradition Phase I

ATTACHMENTS: 1. Agreement for Traffic Enforcement on Private Roads; 2. January 25, 2016 Regular City Council Meeting Action Agenda (Item 7-x); 3. Fieldstone Village, Tradition Phase 1, Map of Roadways.

cc: John Bolduc, Chief of Police, PSLPD
James Angstadt, P.E., Public Works Director

RECEIVED

OCT 04 2016

CITY MANAGER'S OFFICE

ATTACHMENT

“1”

(to City Council Agenda Memorandum)

AGREEMENT FOR TRAFFIC ENFORCEMENT ON PRIVATE ROADS

THIS AGREEMENT made as of this 10th day of August, 2016, by and between the **CITY OF PORT ST. LUCIE** (hereinafter "City"), a municipal corporation of the State of Florida, and **FIELDSTONE VILLAGE HOMEOWNERS' ASSOCIATION, INC.** (hereinafter "Owner").

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the owner of the private roads;

WHEREAS, the Owner holds legal title to the roads located within the Fieldstone Village subdivision in the City of Port St. Lucie, Florida; and

WHEREAS, the Owner has requested that the City exercise traffic enforcement jurisdiction over private roads owned by Owner on the terms and conditions set forth herein.

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with its Articles of Incorporation, Bylaws, and other applicable governing documents.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. **Authorization.** The Owner holds legal title to the roads described in Exhibit "A" and its Board of Directors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.
2. **Traffic Enforcement.** Pursuant to Section 316.006(2)(b), Florida Statutes, the City and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit A attached hereto and incorporated by this reference to the City. The City of Port St. Lucie Police Department (hereinafter "PSLPD") shall enforce the Florida Uniform Traffic Control Laws on such roads; however, the foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the PSLPD. Owner may in no way attempt to influence or otherwise control City relating to the enforcement of traffic laws by the PSLPD on the Owner's roadways.
3. **Costs.** The City may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by August 1 of each year. Such invoice shall be paid by Owner on or before September 1 of each year.
4. **Insurance.** Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars

(\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate ("Insurance"), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees. A copy of the Insurance Certificate is attached hereto as Exhibit B. Additionally, should Owner be notified that any Insurance policy be canceled or rescinded, Owner shall immediately notify the City. All insurance shall be maintained during the term of this Lease Agreement, and any extension or renewal thereof, in companies legally qualified to transact business in the State of Florida.

5. **Traffic Control Devices.** Owner has provided to the City an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such certification is attached hereto as Exhibit C. Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the PSLPD enforcing any traffic laws under this Agreement.
6. **Indemnification.** Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City's performance hereunder, including the City's own negligence. Further, the owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the City's performance hereunder. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City under Florida Statute 768.28. This indemnification shall survive the cancellation of this agreement.
7. **Term.** This Agreement shall have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year terms upon written request by Owner to City no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the City Council at a public meeting. City Council may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven calendar days prior to the date of termination.

8. **Entire Agreement.** This Agreement represents the full understanding between the parties. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.
9. **Assignment.** This Agreement shall be binding on the parties hereto and may not be assigned.
10. **Maintenance.** Owner shall continue to be responsible for the maintenance of the roads described in Exhibit A in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.
11. **Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.
12. **Employee Status.** Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.
13. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

City:

City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Required Copy to:

Chief of Police
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Owner:

Fieldstone Village Homeowners' Association, Inc.

Becker & Poliakoff PA
(Registered Agent)

401 SE Osceola St 1st Fl
(Street Address)

Stuart FL 34994
(City, State, Zip Code)

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

**FIELDSTONE VILLAGE HOMEOWNERS'
ASSOCIATION, INC.**

By: [Signature]
President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned notary public, personally appeared Luis Pagan, to me well known to be the President of Fieldstone Village HOA, and s/he acknowledged before me that s/he executed the foregoing Agreement for Traffic Enforcement on Private Roads. S/he is: [] personally known to me or [] has produced _____ as identification.



[Signature]
Notary Public
(Typed, Printed or Stamped Name of Notary Public)

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Greg Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

City Attorney

By: _____
John Bolduc, Chief of Police

EXHIBIT "A"

[Legal Description]

FIELDSTONE VILLAGE

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

FIELDSTONE WAY, HILLCREST CIRCLE, ROCKVILLE COURT, AND
WALDORF COURT, LOTS 1 THROUGH 22, INCLUSIVE, BLOCK 13,
LOTS 1 THROUGH 75, INCLUSIVE, BLOCK 14, AS ALL ARE
SHOWN ON TRADITION PLAT No. 19 - TOWNPARK PHASE ONE,
AS RECORDED IN PLAT BOOK 47, PAGES 32 THROUGH 64,
INCLUSIVE, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY,
FLORIDA.

EXHIBIT "B"

[Insurance Certificate]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/23/2016

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 RICK CARROLL INSURANCE AGENCY 2160 NE Dixie Highway PO Box 877 Jensen Beach FL 34958-0877		CONTACT NAME: Darlene Kane PHONE (A/C No, Ext): (772) 334-3181 E-MAIL ADDRESS: darlene@rickcarroll.com FAX (A/C No): (772) 334-7742	
INSURED Fieldstone Village Homeowners Association Inc C/O Campbell Property Management 11270 SW Town Park Ave Port Saint Lucie FL 34987		INSURER(S) AFFORDING COVERAGE INSURER A: Aspen Specialty Insurance INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1662308140 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X Y	CIUHOA00208200	1/1/2016	1/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 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 Hired & Non-Owned Auto \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe Under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS CERTIFICATE IS FOR PROOF OF INSURANCE ONLY. THE FOLLOWING ENTITIES ARE RECOGNIZED AS ADDITIONAL INSUREDS UNDER THIS POLICY (SEE POLICY NOTES ATTACHED)

CERTIFICATE HOLDER CITY MANAGER, CITY OF PORT ST. LUCIE 121 SW PORT ST. LUCIE BLVD PORT ST. LUCIE, FL 34984-5099	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 Keith Carroll/DK <i>Keith Carroll</i>
--	---

COMMENTS/REMARKS

ADDITIONAL INSUREDS BY CONTRACT APPLY AS PER ENDORSEMENT NUMBER ASICCIUGL0041012 ATTACHED;
THE CITY OF PORT ST. LUCIE, FL, INCLUDING THE CHIEF, ALL OFFICERS, REPRESENTATIVES,
VOLUNTEERS AND AGENTS.

OFREMARK

COPYRIGHT 2000, AMS SERVICES INC.



ASPEN

ASPEN SPECIALTY INSURANCE COMPANY

POLICY NUMBER: CIUHOA002080-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY COVERAGE EXTENSION ENDORSEMENT – COMMUNITY ASSOCIATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

Additional Insured – Committee, Organization and Subsidiary	Included
Additional Insured – Managers or Lessors of Premises	Included
Additional Insured – Automatic Status When Required by Contract	Included
Association Owned Units	Included
Broadened Definition of Mobile Equipment	Included
Damage to Premises Rented to You	Broadened Perils
Duties in the Event of Occurrence, Offense, Claim or Suit	Included
Liberalization	Included
Non-Owned Aircraft	If rented or loaned with a paid crew
Non-Owned Watercraft	Increased to 51 feet long
Notice of Occurrence	Included
Per Location and Per Project Aggregates	Included
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Revised Exclusion for Expected or Intended Injury	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included

EXHIBIT "C"

[Certification by Florida Licensed Professional Engineer]



Michael B. Schorah and Associates, Inc.
 ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

SUITE 206
 1850 FOREST HILL BLVD.
 WEST PALM BEACH, FL 33406
 PHONE (561) 968-0080
 FAX (561) 642-9726
 EB 2438 LB 2438

September 19, 2016

Minto TownPark, LLC
 4400 W Sample Road, Suite 200
 Coconut Creek, Florida 33073

Attn: Janet Kroll, LCAM, Manager, Community Services

RE: TOWNPARK AT TRADITION – TRAFFIC CONTROL AGREEMENT

Dear Ms. Kroll:

In accordance with the Traffic Control Agreement between the City of Port St. Lucie and the TownPark Master Association, Inc., this is to advise your office that, based on field reviews under my responsible charge, the traffic control devices within the TownPark at Tradition Phase One development have been installed in substantial accordance with the approved engineering plans, the Manual on Uniform Traffic Control Devices (MUTCD) and the Design Standards of the Florida Department of Transportation.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Martha
 9-19-16



Martha H. Carter, P.E.
 Florida Registration No. 47589

mcarterword\1357trafficcet.doc

ATTACHMENT

“2”

(to City Council Agenda Memorandum)

**CITY OF PORT ST. LUCIE
CITY COUNCIL REGULAR ACTION AGENDA
JANUARY 25, 2016**

5. PUBLIC TO BE HEARD

OTHER: Mayor Oravec requested that the City Manager and Chief Bolduc meet with Ms. Wilson, Ms. Teixeira, and Ms. Dygas regarding their complaints of a neighborhood dispute on Cadima Street.

OTHER: Councilman Bowen requested a copy of the police reports regarding Flavors Restaurant and Lounge.

OTHER: Mayor Oravec directed Engineering staff to speak with Mr. Romanko regarding traffic management in St. Lucie West.

OTHER: The Council accepted comments for Item 7 e) during Public to be Heard.

6. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

ACTION: Motion passed unanimously to approve the Agenda, with Items 10 c) and 10 d) removed at the request of Councilwoman Martin, and Item 13 d) removed at the request of the Legal Department.

7. APPROVAL OF CONSENT AGENDA

a) APPROVAL OF MINUTES

b) FRIENDS OF THE PORT ST. LUCIE BOTANICAL GARDENS, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE AND BANNERS WITHIN THE CITY'S RIGHTS-OF-WAYS, FOR THEIR ANNUAL GARDEN FESTIVAL AND PLANT SALE "BOTANICA 2016" SCHEDULED FOR FEBRUARY 13 AND 14, 2016, CITY MANAGER

c) IMAGINE NAU CHARTER SCHOOL, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS, TO ANNOUNCE THEIR OPEN ENROLLMENT, CITY MANAGER

d) RIVERLAND/KENNEDY DRI CONCEPTUAL MASTER PLAN, REQUEST APPROVAL OF THE CONCEPTUAL MASTER PLAN REQUIRED BY CONDITION NO. 11 OF THE RIVERLAND/KENNEDY DRI DEVELOPMENT ORDER, P15-148, RIVERLAND/KENNEDY, LLP, PLANNING & ZONING DEPARTMENT

e) **SITE PLAN EXTENSIONS FOR BALLANTRAE WEYBURN HOMES/TEMPORARY FACILITIES, P07-200; BALLANTRAE SALES CENTER, P07-202; BALLANTRAE TENNIS COURTS, P07-324**, REQUEST TO EXTEND THE CURRENT EXPIRATION DATES TO JUNE 5, 2017, TO BE CONSISTENT WITH THE EXTENSION GRANTED FOR THE BALLANTRAE GOLF AND YACHT CLUB, PENN-FLORIDA CLUB PROPERTIES 1, LLC, PLANNING & ZONING DEPARTMENT

f) **MAJOR SITE PLAN AMENDMENT, BOUGAINVILLEA PLAZA**, LOCATED ON THE NORTHWEST SIDE OF BOUGAINVILLEA AVENUE, SOUTH OF A DRAINAGE RIGHT-OF-WAY, WEST OF SAVONA BOULEVARD, AND NORTH OF GATLIN BOULEVARD, ADD AN ADDITIONAL PARKING LOT TO THE EXISTING PROFESSIONAL PLAZA, P15-187, BOUGAINVILLEA PLAZA, INC., PLANNING & ZONING DEPARTMENT

g) **MINOR SITE PLAN, O'REILLY AUTO PARTS**, LOCATED AT 198 SW PORT ST. LUCIE BOULEVARD, ON THE SOUTH SIDE OF PORT ST. LUCIE BOULEVARD, ON THE NORTH SIDE OF ESSEX DRIVE, AND EAST OF CARY STREET, CONSTRUCTION OF A 7,310 SQ FT AUTOMOTIVE RETAIL SHOP, P14-131, O'REILLY AUTOMOTIVE STORES, INC., PLANNING & ZONING DEPARTMENT

h) **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION**, AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20160053, PROCUREMENT MANAGEMENT DEPARTMENT

i) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR RICHARD FOPIANO, AS A CONSUMER MEMBER, TO A THIRD TERM FOR TWO YEARS, WHICH WILL RUN FROM DECEMBER 2015 THROUGH DECEMBER 2017, BUILDING DEPARTMENT

j) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR JASON PARISH, AS THE PLUMBING CONTRACTOR MEMBER, TO A FOURTH TERM FOR TWO YEARS, WHICH WILL RUN FROM DECEMBER 2015 THROUGH DECEMBER 2017, BUILDING DEPARTMENT

k) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR JAN GALLO, AS A CONSUMER MEMBER, TO A SECOND TERM FOR TWO YEARS, WHICH WILL RUN FROM SEPTEMBER 2015 THROUGH SEPTEMBER 2017, BUILDING DEPARTMENT

l) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD**, FOR GREG OLDAKOWSKI, AS THE GENERAL CONTRACTOR MEMBER, TO A FINAL TERM FOR ONE YEAR, WHICH WILL RUN FROM OCTOBER 2015 THROUGH OCTOBER 2016, BUILDING DEPARTMENT

m) **TREASURE COAST FOOD BANK**, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE

WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR SEAFOOD ON THE SQUARE EVENT SCHEDULED FOR FEBRUARY 6, 2016, CITY MANAGER

n) **WAIVER OF BID, CHAPTER 35.04 (C)**, FOR GOOD CAUSE SHOWN, #20160044, CONSTRUCTION OF A NEW K-9 TRAINING FACILITY AT MCCARTY RANCH PRESERVE, AND ADA UPGRADES TO THE ADJACENT METAL BUILDING, **JOHNSON-LAUX CONSTRUCTION, INC.**, FOR THE UNIT PRICES OFFERED IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) COOP CONTRACT #FL-WCH01-031814-JLC, FOR A TOTAL AMOUNT OF \$66,732.72, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

o) **BOB BARKER COMPANY, INC.**, SURECARE MEDICAL GRADE NITRILE EXAMINATION GLOVES, #20160011, UNIT PRICE OF \$64 PER CASE, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 24 MONTHS WITH A RENEWAL OPTION FOR ONE ADDITIONAL 24-MONTH PERIOD, PROCUREMENT MANAGEMENT DEPARTMENT

p) **WAIVER OF BID, CHAPTER 35.04**, FOR GOOD CAUSE SHOWN, #20160036, PARTICIPATE IN THE NATIONAL IPA CONTRACT #120535 TO PURCHASE 1 NEW TORO WORKMAN HDX HEAVY DUTY UTILITY VEHICLE FOR \$20,857.89; 1 NEW TORO MH400 MATERIAL HANDING UNIT WITH TORO TWIN SPINNER ATTACHMENT FOR \$24,044.16; AND 1 NEW RYAN MATAWAY DETHATCHER FOR \$5,717 FROM **HECTOR TURF**, FOR A TOTAL COST OF \$50,619.05, PROCUREMENT MANAGEMENT DEPARTMENT

q) **LENGEMANN CORPORATION**, GPS SURVEY EQUIPMENT, #20160025, \$32,595, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 60 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

r) **DECLARATION OF UNITY OF TITLE**, ROBERT L. SPRINGER AND KATHRYN H. SPRINGER, TO COMBINE LOTS 7 AND 8, BLOCK 676, PORT ST. LUCIE SECTION 18, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

s) **DECLARATION OF UNITY OF TITLE**, GREGORY J. FLAHERTY AND FRANCES C. FLAHERTY, TO COMBINE LOTS 21 AND 22, BLOCK 1330, PORT ST. LUCIE SECTION 11, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

t) **CO-PRODUCED AGREEMENT**, BETWEEN THE CITY OF PORT ST. LUCIE AND THE FRIENDLY SONS AND DAUGHTERS OF IRELAND, INC., FOR THE ST. PATRICK'S DAY EVENT SCHEDULED ON MARCH 11 & 12, 2016, PARKS AND RECREATION DEPARTMENT

u) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, LAKE FOREST HOMEOWNERS ASSOCIATION**

v) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, BENNINGTON VILLAGE HOMEOWNERS ASSOCIATION**

w) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, STOCKTON VILLAGE HOMEOWNERS ASSOCIATION**

x) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, FIELDSTONE VILLAGE HOMEOWNERS ASSOCIATION**

ACTION: Motion passed unanimously to approve the Consent Agenda, with Item 7 e) pulled for separate discussion.

e) **SITE PLAN EXTENSIONS FOR BALLANTRAE WEYBURN HOMES/TEMPORARY FACILITIES, P07-200; BALLANTRAE SALES CENTER, P07-202; BALLANTRAE TENNIS COURTS, P07-324, REQUEST TO EXTEND THE CURRENT EXPIRATION DATES TO JUNE 5, 2017, TO BE CONSISTENT WITH THE EXTENSION GRANTED FOR THE BALLANTRAE GOLF AND YACHT CLUB, PENN-FLORIDA CLUB PROPERTIES 1, LLC, PLANNING & ZONING DEPARTMENT**

ACTION: Motion passed unanimously to table Item 7 e) for additional information.

OTHER: Mayor Oravec asked the City Attorney for a legal opinion on anything that would impact the extension of Site Plans.

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

a) **ORDINANCE 16-01, AN ORDINANCE TO REZONE 0.55 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF DOMINA ROAD AND CAMPANA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS ARAYA, BERNARDO A. AND KARINA, P15-180; PROVIDING FOR AN EFFECTIVE DATE.**

ACTION: Motion passed unanimously to approve Ordinance 16-01.

9. **OTHER PUBLIC HEARINGS**

a) **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #456, SE BARON STREET**

ACTION: Motion passed unanimously to approve Item 9 a), Street Lighting Assessment

Area, Boundary #456, SE Baron Street.

b) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #457, SW VOYAGER STREET

ACTION: Motion passed unanimously to approve Item 9 b), Street Lighting Assessment Area, Boundary #457, SW Voyager Street.

OTHER: Mayor Oravec requested that Engineering/Public Works contact Mr. Devito regarding the Traffic Calming Program.

c) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #458, SW GRANVILLE AVENUE

ACTION: Motion passed unanimously to approve Item 9 c), Street Lighting Assessment Area, Boundary #458, SW Granville Avenue.

d) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #459, SE NEWCASTLE TERRACE

ACTION: Motion passed unanimously to approve Item 9 d), Street Lighting Assessment Area, Boundary #459, SE Newcastle Terrace.

e) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #460, SE ANCHOR LANE

ACTION: Motion passed unanimously to approve Item 9 e), Street Lighting Assessment Area, Boundary #460, SE Anchor Lane.

10. FIRST READING OF ORDINANCES

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

ACTION: Motion passed unanimously to approve Ordinance 15-59.

OTHER: Mayor Oravec asked the City Attorney to look into providing more information regarding the Ordinance in the heading on the Agenda.

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

ACTION: Motion passed unanimously to approve Ordinance 16-02.

c) ORDINANCE 16-03, AN ORDINANCE AMENDING THE PORT ST. LUCIE

CITY CODE OF ORDINANCES, AMENDING SECTION 61.07, CUSTOMER DEPOSITS; PROVIDING AN EFFECTIVE DATE.

(Clerk's Note: This Item was removed from the Agenda.)

d) **ORDINANCE 16-04**, AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 63.25, MISCELLANEOUS POLICIES; PROVIDING AN EFFECTIVE DATE.

(Clerk's Note: This Item was removed from the Agenda.)

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

ACTION: Motion passed unanimously to approve Ordinance 16-05.

11. RESOLUTIONS

a) **RESOLUTION 15-R111, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(11) and (12) TO ALLOW AN AUTOMOBILE FUEL SERVICE AND RETAIL CONVENIENCE STORE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR CUMBERLAND FARMS (JAMES J. MCGLONE, JR.), LEGALLY DESCRIBED AS LOTS 1 - 8, A PORTION OF LOTS 9 & 10, BLOCK 1482, SECTION 16 AND LOTS 65 - 67, BLOCK 1440, SECTION 15, P15-171; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 15-R111.

b) **RESOLUTION 15-R115**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR CUMBERLAND FARMS AT DARWIN AND PORT ST. LUCIE (P15-157) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF JAMES J. MCGLONE JR.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to table Resolution 15-R115.

c) **RESOLUTION 16-R01**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT AND THE AMENDED CONSTRUCTION PLANS FOR RIVER PLACE ON THE ST. LUCIE PLAT NO. 8 (P15-121) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ECOVILLAGE AT RIVER PLACE, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R01.

d) **RESOLUTION 16-R02**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT FOR VERANO PUD NO. 1 PLAT NO. 17 (THE PRELIMINARY 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.

ACTION: Motion passed unanimously to approve Resolution 16-R02.

e) **RESOLUTION 16-R03**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ACCEPTING A WARRANTY DEED FROM PORT SAINT LUCIE PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CONCERNING THE CONVEYANCE OF PROPERTY FOR USE AS RIGHT-OF-WAY WITH A SIGNALIZED INTERSECTION AT PORT ST. LUCIE BOULEVARD AND AURELIA AVENUE (REFERENCE P15-088); PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R03.

f) **RESOLUTION 16-R04**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TEMPORARY SUBORDINATION OF UTILITY INTEREST DOCUMENTS FOR THE ROAD CONSTRUCTION PROJECT ON MIDWAY ROAD; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R04.

12. **UNFINISHED BUSINESS**

There was nothing scheduled under this Item.

13. **NEW BUSINESS**

a) **MINOR SITE PLAN, CUMBERLAND FARMS**, LOCATED ALONG THE WEST SIDE OF PORT ST. LUCIE BOULEVARD BETWEEN SW BIANCA AVENUE AND SW ALEXANDRIA AVENUE, CONSTRUCTION OF AN AUTOMOTIVE FUEL SERVICE STATION WITH A 4,996 SQ FT ONE-STORY RETAIL CONVENIENCE STORE, P15-177, JAMES J. MCGLONE, JR., PLANNING AND ZONING DEPARTMENT

ACTION: Motion passed unanimously to approve Item 13 a).

b) **TEMPORARY FOOD COURT ON WHEELS PILOT PROGRAM**, DISCUSSION AND APPROVAL REQUEST, ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR HOLBROOK

ACTION: Motion passed unanimously to approve Item 13 b).

OTHER: Councilwoman Martin requested that the Assistant City Manager/Community Development Director report back to the Council after the first month of the Temporary Food Court on Wheels Pilot Program.

c) DISCUSSION TO ALLOW AN EXEMPTION TO SINGLE-FAMILY RESIDENCES BUILT BEFORE CURRENT ZONING CODE, WHICH DO NOT MEET THE MINIMUM LIVING AREA AS DESCRIBED IN ZONING CODE SECTION 158.060(H), VICE MAYOR BARTZ

OTHER: It was the consensus of the Council that this Item come back as an Ordinance for first reading.

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

(Clerk's Note: This Item was removed at the request of the Legal Department.)

14. DETERMINATION OF EXCUSED ABSENCES

a) COUNCILWOMAN BERGER, REGULAR CITY COUNCIL MEETING JANUARY 11, 2016

ACTION: Motion passed unanimously to approve Item 14 a).

15. CITY MANAGER'S REPORT

OTHER: Mayor Oravec requested that the City Attorney provide a written opinion whether the Sign Code and special events signs in the right-of-way are compliant with constitutional law, in the wake of the Supreme Court decision rendered on June 8, 2015, in Reed V. Town of Gilbert.

16. COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS

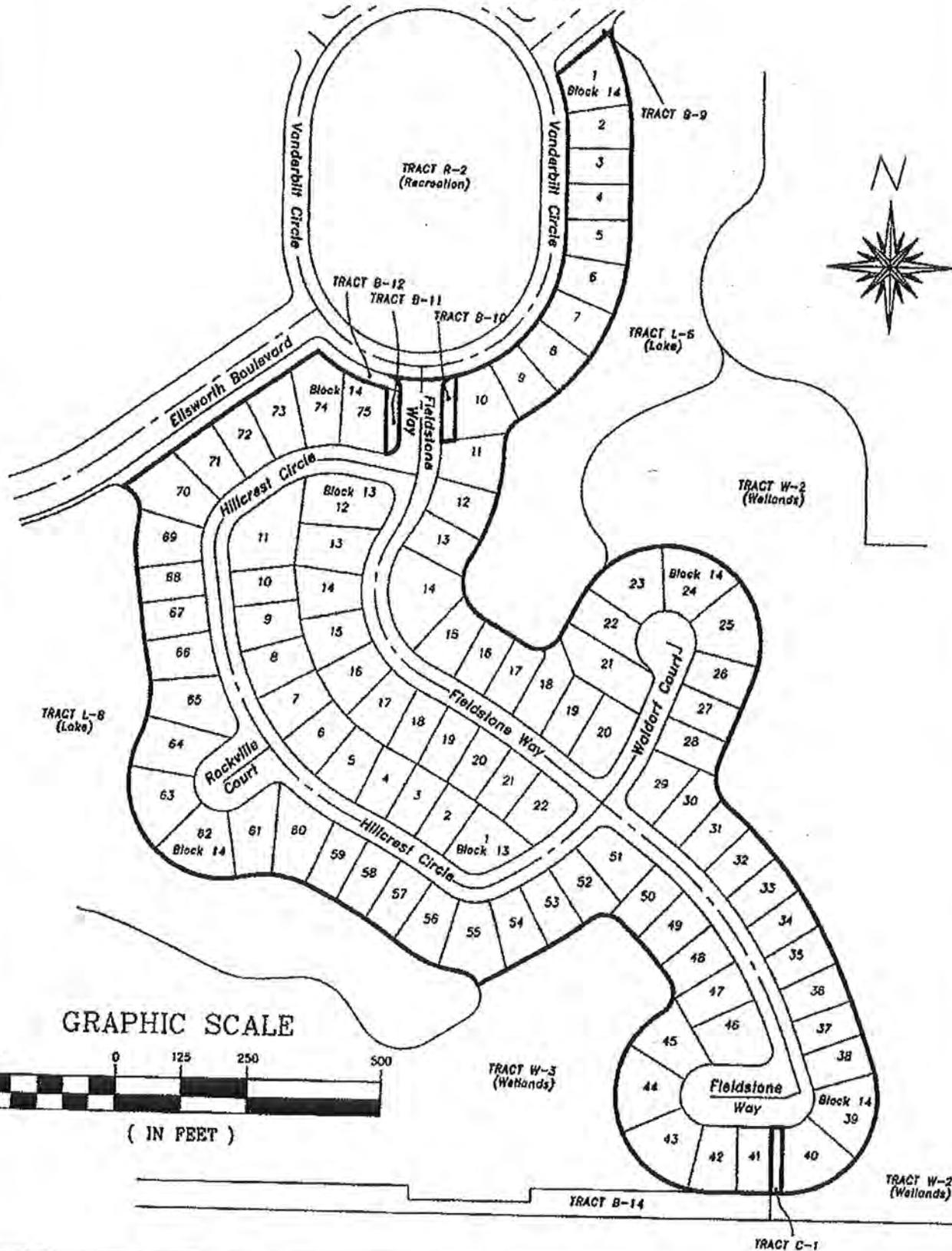
OTHER: Mayor Oravec requested that a Special Meeting be held to discuss the article regarding the public records response, VGTI, and the Crosstown Parkway.

ATTACHMENT

“3”

(to City Council Agenda Memorandum)

EXHIBIT "F"
 TRADITION PLAT No. 19 -
 TOWNPARK PHASE ONE
 FIELDSTONE VILLAGE



GRAPHIC SCALE



(IN FEET)



ADDITIONAL INFORMATION

CITY OF PORT ST LUCIE

COUNCIL ITEM
DATE

13G
10-10-14

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7X

Meeting Date: 1/25/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager

THRU: Pam Booker, City Attorney

FROM: Brennan Keeler, Staff Attorney BK

Agenda Item: Motion: Fieldstone Village HOA – Request for Conceptual Approval of Traffic Enforcement Services within a Gated Community

Submittal Date: 1/12/2016

STRATEGIC PLAN LINK: Principle 3 – Friendly Community for All Ages: All residents and visitors feel safe and secure throughout the city.

BACKGROUND: The Fieldstone Village Homeowners Association ("HOA") is requesting conceptual approval for traffic enforcement jurisdiction to be conferred upon the Port St. Lucie Police Department ("PSLPD") within Fieldstone Village. Prior to the City and HOA engaging in discussions, City Council must approve the concept of expending the City's law enforcement resources on traffic enforcement of private roads located within the HOA. If approved, the City's Legal and Police Departments will draft a traffic enforcement agreement to be approved by the HOA before coming back for final approval by City Council.

ANALYSIS: A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement.

FINANCIAL INFORMATION: PSLPD may charge for the actual costs of providing traffic control and enforcement within Fieldstone Village.

LEGAL INFORMATION: Approved by Staff Attorney Brennan Keeler on 12/1/2015 as to form.

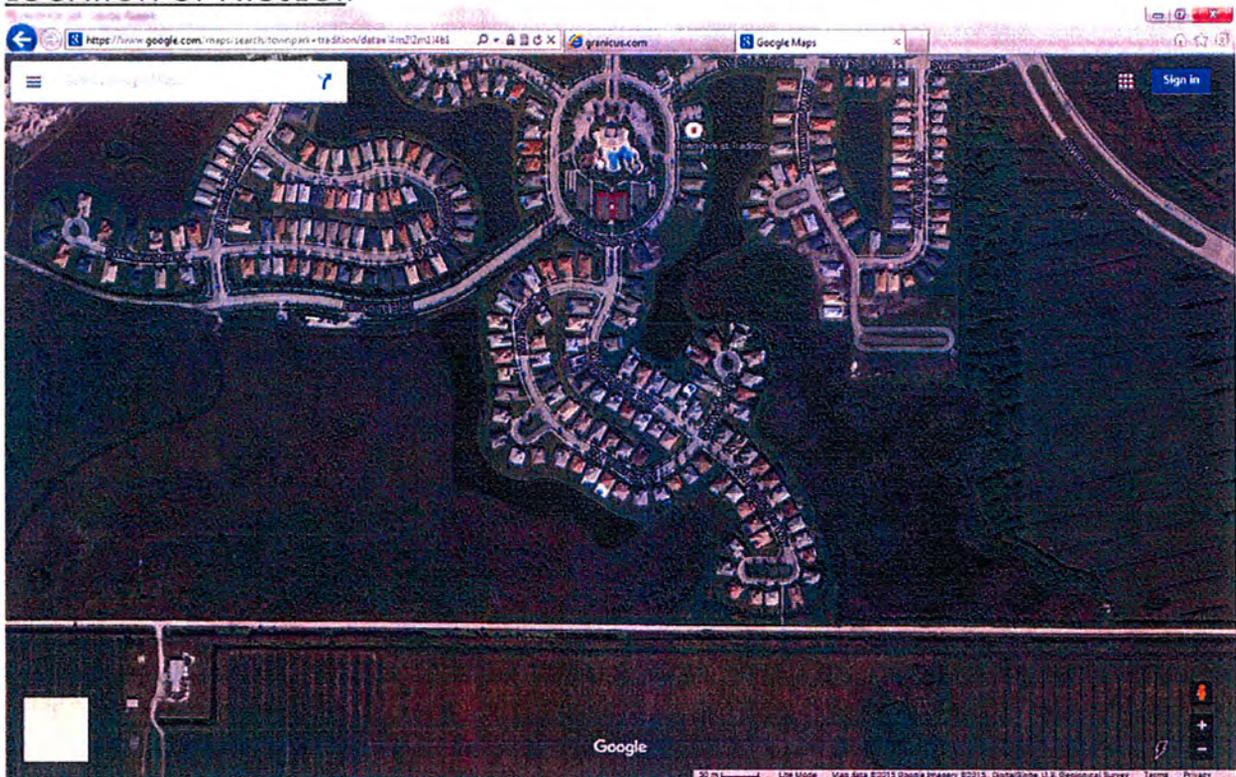
STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: A written agreement is required by Section 316.006(2)(b), Florida Statutes, in order for the PSLPD to enforce traffic laws of the state within Fieldstone Village.

PRESENTATION INFORMATION: 5 minutes (if needed).

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT:



- ATTACHMENTS:**
1. Fieldstone Village HOA Minutes – November 12, 2015
 2. Fieldstone Village Roadways

cc: John Bolduc, Police Chief, PSLPD

RECEIVED

JAN 20 2016

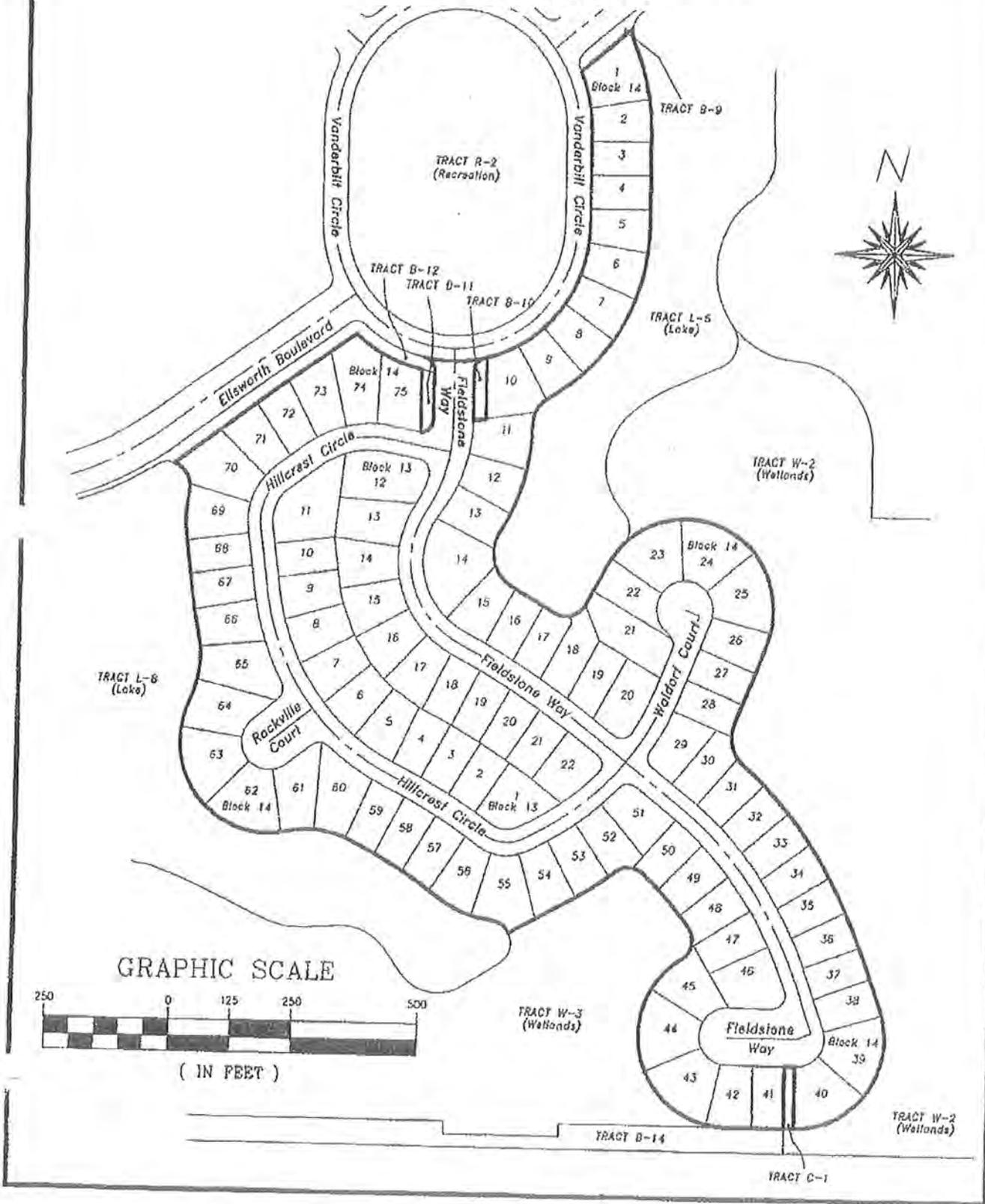
CITY MANAGER'S OFFICE

Fieldstone Village Homeowners Association
Board of Directors Meeting
Thursday, November 12, 2015
11270 SW TownPark Ave
12:00 P.M

MINUTES

- I. Call to order: Luis Pagan called the meeting to order at 12pm,
- II. Roll Call: A quorum was established with the following Luis Pagan, Roger Sweeney, Stephen Newmark, and John Kavaliauskas.
- III. Old Business: None
- IV. New Business:
 - A. 2016 Budget Workshop: Luis Pagan provided an overview of the 2016 proposed budget. Items discussed were insurance, SafePlanet contract, Treasure Coast Irrigation contract, and bad debt expense. Motion by Luis Pagan to mail out the proposed budget of \$119/quarter to the membership, 2nd by Roger Sweeney. All in favor. Motion passed.
 - B. Traffic Control Agreement: Motion by Luis Pagan to approve the City of Port St. Lucie Traffic Control Agreement, 2nd by Roger Sweeney. All in favor. Motion passed.
- V. Adjournment: Motion by John Kavaliauskas to adjourn the meeting at 12:36pm, 2nd by Roger Sweeney. All in favor. Motion passed.

EXHIBIT "F"
 TRADITION PLAT No. 19 —
 TOWNPARK PHASE ONE
 FIELDSTONE VILLAGE



Select Year:

The 2016 Florida Statutes

Title XXIII
MOTOR VEHICLES

Chapter 316
STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.006 **Jurisdiction.**—Jurisdiction to control traffic is vested as follows:

(1) STATE.—The Department of Transportation shall have all original jurisdiction over all state roads throughout this state, including those within the grounds of all state institutions and the boundaries of all dedicated state parks, and may place and maintain such traffic control devices which conform to its manual and specifications upon all such highways as it shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

→ (2) MUNICIPALITIES.—

(a) Chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in such an agreement.

2. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by municipalities under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel.

3. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. [316.123](#).

4. The board of directors of a homeowners' association as defined in chapter 720 may, by majority vote, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association.

(c) Notwithstanding any other provisions of law to the contrary, a municipality may, by interlocal agreement with a county, agree to transfer traffic regulatory authority over areas within the municipality to the county.

This subsection shall not limit those counties which have the charter powers to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those powers by the placement and maintenance of traffic control devices which conform to the manual and specifications of the Department of Transportation on streets and highways located within municipal boundaries.

(3) COUNTIES. –

(a) Counties shall have original jurisdiction over all streets and highways located within their boundaries, except all state roads and those streets and highways specified in subsection (2), and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A county may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located in the unincorporated area within its boundaries if the county and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the county, for county traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in such an agreement.

2. Prior to entering into an agreement which provides for enforcement of the traffic laws of the state over a private road or roads, or over any limited access road or roads owned or controlled by a special district, the governing body of the county shall consult with the sheriff. No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by counties under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority.

4. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. [316.123](#).

5. The board of directors of a homeowners' association as defined in chapter 720 may, by majority vote, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association.

(c) If the governing body of a county abandons the roads and rights-of-way dedicated in a recorded residential subdivision, and simultaneously conveys the county's interest therein to a homeowners' association for the subdivision in the manner prescribed in s. [336.125](#), that county's traffic control jurisdiction over the abandoned and conveyed roads ceases unless the requirements of paragraph (b) are met.

Notwithstanding the provisions of subsection (2), each county shall have original jurisdiction to regulate parking, by resolution of the board of county commissioners and the erection of signs conforming to the manual and specifications of the Department of Transportation, in parking areas located on property

owned or leased by the county, whether or not such areas are located within the boundaries of chartered municipalities.

(4) LEGISLATIVE DECLARATION.—The Legislature hereby finds and declares that the exercise by an authority of the powers conferred by written agreement pursuant to the provisions of chapter 87-88, Laws of Florida, serves a valid public purpose and function for which public credit may be pledged and public money may be expended.

History.—s. 1, ch. 71-135; s. 1, ch. 71-982; s. 2, ch. 79-246; ss. 1, 3, ch. 87-88; s. 32, ch. 94-306; s. 101, ch. 2002-20; s. 1, ch. 2002-235; s. 1, ch. 2005-34; s. 2, ch. 2005-164; s. 6, ch. 2006-290; s. 43, ch. 2007-5.

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 13H

Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebling, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney *file* 

Agenda Item: Motion: Stockton Village Homeowners' Association, Inc. – Request for Approval of Traffic Enforcement Services Agreement within a Gated Community

Submittal Date: 10/4/2016

STRATEGIC PLAN LINK: Principle 3 – Friendly Community for All Ages: All residents and visitors feel safe and secure throughout the city.

BACKGROUND: The Stockton Village Homeowners' Association, Inc. ("HOA") requested conceptual approval for traffic enforcement jurisdiction to be conferred upon the Port St. Lucie Police Department ("PSLPD") within Stockton Village, which is a part of Tradition Phase I. On January 25, 2016, the City Council granted conceptual approval for an agreement of traffic enforcement services within the gated community as item 7-w on the Consent Agenda. Prior to the City and HOA engaging in discussions, City Council must approve the concept of expending the City's law enforcement resources on traffic enforcement of private roads located within the HOA. Upon conceptual approval from the City Council, the City Attorney's Office will draft a traffic enforcement agreement to be approved by the HOA before coming back for final approval by City Council.

ANALYSIS: A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement. The City Attorney's Office has been working with the Stockton Village HOA on the attached Agreement for Traffic Enforcement on Private Roads. Both the Public Works Department and the Port St. Lucie Police Department have reviewed and approved the Agreement as

presented. City Council approval of the Agreement for Traffic Enforcement on Private Roads, in substantially the same form as attached, is hereby requested.

FINANCIAL INFORMATION: PSLPD may charge for the actual costs of providing traffic control and enforcement within Stockton Village.

LEGAL INFORMATION: Agreement was negotiated by Special Legal Counsel, John Bizanes, and has been approved as to legal form and sufficiency by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: A written agreement is required by Section 316.006(2)(b), Florida Statutes, in order for the PSLPD to enforce traffic laws of the state within Stockton Village.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: Stockton Village, Tradition Phase I

ATTACHMENTS: 1. Agreement for Traffic Enforcement on Private Roads; 2. January 25, 2016 Regular City Council Meeting Action Agenda (Item 7-w); 3. Stockton Village, Tradition Phase 1, Map of Roadways.

cc: John Bolduc, Chief of Police, PSLPD
James Angstadt, P.E., Public Works Director

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CITY MANAGER'S OFFICE

ATTACHMENT

“1”

(to City Council Agenda Memorandum)

AGREEMENT FOR TRAFFIC ENFORCEMENT ON PRIVATE ROADS

THIS AGREEMENT made as of this 10th day of August, 2016, by and between the CITY OF PORT ST. LUCIE (hereinafter "City"), a municipal corporation of the State of Florida, and STOCKTON VILLAGE HOMEOWNERS' ASSOCIATION, INC. (hereinafter "Owner").

WHEREAS, Section 316.006(2)(b), Florida Statutes, was enacted to authorize enforcement of traffic laws in private neighborhoods pursuant to an agreement between the City and the owner of the private roads;

WHEREAS, the Owner holds legal title to the roads located within the Stockton Village subdivision in the City of Port St. Lucie, Florida; and

WHEREAS, the Owner has requested that the City exercise traffic enforcement jurisdiction over private roads owned by Owner on the terms and conditions set forth herein.

WHEREAS, this Agreement has been duly approved and authorized by the Owner in accordance with its Articles of Incorporation, Bylaws, and other applicable governing documents.

NOW, THEREFORE, in consideration of the mutual rights and obligations contained herein, and intending to be legally bound, the parties agree as follows:

1. **Authorization.** The Owner holds legal title to the roads described in Exhibit "A" and its Board of Directors has elected, by majority vote, to have state traffic laws enforced by the local law enforcement agency on such roads in a manner consistent with traffic enforcement on any public roadway in their jurisdiction.
2. **Traffic Enforcement.** Pursuant to Section 316.006(2)(b), Florida Statutes, the City and Owner agree to assign the traffic enforcement jurisdiction over the roads described in Exhibit A attached hereto and incorporated by this reference to the City. The City of Port St. Lucie Police Department (hereinafter "PSLPD") shall enforce the Florida Uniform Traffic Control Laws on such roads; however, the foregoing shall not be construed to require any minimum level of staffing or create any priority for traffic enforcement on the private roads. All decisions regarding the level of traffic enforcement on the private roads and staffing related thereto shall be within the sole discretion of the PSLPD. Owner may in no way attempt to influence or otherwise control City relating to the enforcement of traffic laws by the PSLPD on the Owner's roadways.
3. **Costs.** The City may submit to Owner an invoice for the actual costs over the previous twelve months of traffic enforcement by August 1 of each year. Such invoice shall be paid by Owner on or before September 1 of each year.
4. **Insurance.** Prior to entering into this Agreement, Owner shall secure and shall then at all times maintain liability insurance with a minimum coverage amount of one million dollars

(\$1,000,000.00) per occurrence and two million dollars (\$2,000,000) aggregate ("Insurance"), insuring all risks associated with any activities to be performed by the City under this Agreement. The City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees, shall be additional named insured on the Insurance policy. Insurer shall agree to waive all rights of subrogation against the City, including the Chief, all officers, representatives, volunteers, and agents, as well as the City, its officers, agents, representatives, volunteers, and employees. A copy of the Insurance Certificate is attached hereto as Exhibit B. Additionally, should Owner be notified that any Insurance policy be canceled or rescinded, Owner shall immediately notify the City. All insurance shall be maintained during the term of this Lease Agreement, and any extension or renewal thereof, in companies legally qualified to transact business in the State of Florida.

5. **Traffic Control Devices.** Owner has provided to the City an Engineer's Certification form, signed and sealed by a professional engineer licensed in the State of Florida, certifying that Owner's traffic control devices conform to the manual and specifications of the Florida Department of Transportation as stated in the Florida Statutes and shall be installed and maintained by the Owner at its sole cost. Such certification is attached hereto as Exhibit C. Owner agrees that any change or addition to such devices must receive an updated certification from a Florida licensed professional engineer. Additionally, the City shall have the right at any time to require additional traffic control signs and other traffic control apparatus as the City may deem to be necessary for the enforcement of traffic laws on the private roads. If any signs governed by and approved under this Agreement become missing or damaged, Owner shall replace or repair at Owner's expense, in order to remedy unsafe or hazardous conditions prior to the PSLPD enforcing any traffic laws under this Agreement.
6. **Indemnification.** Owner agrees to save and keep harmless and fully indemnify the City, its officers, employees, volunteers, representatives and agents from all liabilities, damages, claims, recoveries, cost and expenses because of loss or damage to property or injury or to death of persons in any way arising out of or in connection with the City's performance hereunder, including the City's own negligence. Further, the owner agrees to defend the City, its officers, employees, volunteers, representatives and agents in any claim or action brought against the City arising out of or in connection with the City's performance hereunder. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the City under Florida Statute 768.28. This indemnification shall survive the cancellation of this agreement.
7. **Term.** This Agreement shall have an initial term of five (5) years, unless earlier terminated. After the expiration of the initial term, this Agreement may be renewed for additional five (5) year terms upon written request by Owner to City no less than sixty (60) days prior to the expiration of the current term. Such renewal request shall be subject to formal approval of the City Council at a public meeting. City Council may approve or deny such request in its sole and complete discretion. This Agreement may be terminated by either party upon written notice to the other party seven calendar days prior to the date of termination.

8. **Entire Agreement.** This Agreement represents the full understanding between the parties. All changes, modification, or amendments to this Agreement shall be in writing, subject to approval by the City Council at a public meeting and executed in writing by the parties.
9. **Assignment.** This Agreement shall be binding on the parties hereto and may not be assigned.
10. **Maintenance.** Owner shall continue to be responsible for the maintenance of the roads described in Exhibit A in a reasonable condition and the PSLPD shall have the discretion to deny enforcement of certain roads if their condition creates an unsafe or hazardous environment for the enforcement of the traffic laws.
11. **Independent Contractor.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of the Owner to the City is that of independent contractor and not that of agent or employee. No statement contained in this Agreement shall be construed so as to find the Owner an agent or employee of the City, and the Owner shall be entitled to none of the rights, privileges, or benefits of City employees.
12. **Employee Status.** Persons employed by the Owner in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the City's officers and employees either by operation of law or by the City.
13. **Notice.** Any notice, request, demand, consent, approval or other communication required or permitted by this Agreement shall be given or made in writing and shall be served (as elected by the party giving such notice) by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; or (iii) mailed by registered or certified mail (postage prepaid), return receipt requested. For purposes of notice the addresses are as follows:

City:

City Manager
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Required Copy to:

Chief of Police
121 SW Port St. Lucie Blvd.
Port St. Lucie, Florida 34984-5099

Owner:

Stockton Village Homeowners' Association, Inc.

Becker & Poliakoff, PA
(Registered Agent)

401 SE Osceola St 1st Fl
(Street Address)

Stuart FL 34994
(City, State, Zip Code)

Notice given in accordance with the provisions of this paragraph shall be deemed to be delivered and effective on the date of hand delivery or on the second day after the date of the deposit with an overnight courier or on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals below:

**STOCKTON VILLAGE HOMEOWNERS'
ASSOCIATION, INC.**

By: Mary Milmore
President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, the undersigned notary public, personally appeared Mary Milmore, to me well known to be the President of Stockton Village HOA, and s/he acknowledged before me that s/he executed the foregoing Agreement for Traffic Enforcement on Private Roads. S/he is: [] personally known to me or [] has produced _____ as identification.



Lisa Savastano
Notary Public
(Typed, Printed or Stamped Name of Notary Public)

CITY COUNCIL
CITY OF PORT ST. LUCIE

By: _____
Greg Oravec, Mayor

ATTEST:

Karen A. Phillips, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

City Attorney

By: _____
John Bolduc, Chief of Police

EXHIBIT "A"

[Legal Description]

STOCKTON VILLAGE

EXHIBIT "C"

LEGAL DESCRIPTION OF COMMON PROPERTIES

KINGSLAKE CIRCLE, WYNDHAM WAY, BARTON WAY, AND
RESTON COURT, AS ALL ARE SHOWN ON TRADITION PLAT
No. 19 - TOWNPARK PHASE ONE, AS RECORDED IN
PLAT BOOK 47, PAGES 32 THROUGH 64, INCLUSIVE, OF
THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT "B"

[Insurance Certificate]

COMMENTS/REMARKS

ADDITIONAL INSUREDS BY CONTRACT APPLY AS PER ENDORSEMENT NUMBER ASICCIUGL0041012 ATTACHED;
THE CITY OF PORT ST. LUCIE, FL, INCLUDING THE CHIEF, ALL OFFICERS, REPRESENTATIVES,
VOLUNTEERS AND AGENTS

OFREMARK

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ASPEN SPECIALTY INSURANCE COMPANY

POLICY NUMBER: CIUHOA002080-00

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**GENERAL LIABILITY COVERAGE EXTENSION
ENDORSEMENT – COMMUNITY ASSOCIATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM CG 00 01

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the Company providing this insurance. The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

The following is a summary of the limits, additional coverages and extensions provided by this endorsement. For complete details on specific coverages, consult the policy contract wording.

SCHEDULE

Additional Insured – Committee, Organization and Subsidiary	Included
Additional Insured – Managers or Lessors of Premises	Included
Additional Insured – Automatic Status When Required by Contract	Included
Association Owned Units	Included
Broadened Definition of Mobile Equipment	Included
Damage to Premises Rented to You	Broadened Perils
Duties in the Event of Occurrence, Offense, Claim or Suit	Included
Liberalization	Included
Non-Owned Aircraft	If rented or loaned with a paid crew
Non-Owned Watercraft	Increased to 51 feet long
Notice of Occurrence	Included
Per Location and Per Project Aggregates	Included
Property Damage to Borrowed Equipment	Up to \$10,000 per "occurrence"
Revised Exclusion for Expected or Intended Injury	Included
Supplementary Payments	
Bail Bonds	Up to \$2,500
Loss of Earnings	Up to \$300 a day
Unintentional Failure to Disclose Hazards	Included
Waiver of Transfer of Rights of Recovery	Included

EXHIBIT "C"

[Certification by Florida Licensed Professional Engineer]



Michael B. Schorah and Associates, Inc.
ENGINEERS • SURVEYORS • DEVELOPMENT CONSULTANTS

SUITE 206
1850 FOREST HILL BLVD.
WEST PALM BEACH, FL 33406
PHONE (561) 968-0080
FAX (561) 642-9726
EB 2438 LB 2438

September 19, 2016

Minto TownPark, LLC
4400 W Sample Road, Suite 200
Coconut Creek, Florida 33073

Attn: Janet Kroll, LCAM, Manager, Community Services

RE: TOWNPARK AT TRADITION – TRAFFIC CONTROL AGREEMENT

Dear Ms. Kroll:

In accordance with the Traffic Control Agreement between the City of Port St. Lucie and the TownPark Master Association, Inc., this is to advise your office that, based on field reviews under my responsible charge, the traffic control devices within the TownPark at Tradition Phase One development have been installed in substantial accordance with the approved engineering plans, the Manual on Uniform Traffic Control Devices (MUTCD) and the Design Standards of the Florida Department of Transportation.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Martha
9-19-16



Martha H. Carter, P.E.
Florida Registration No. 47589

mcarter\word\1357trafficcrt.doc

ATTACHMENT

“2”

(to City Council Agenda Memorandum)

**CITY OF PORT ST. LUCIE
CITY COUNCIL REGULAR ACTION AGENDA
JANUARY 25, 2016**

5. PUBLIC TO BE HEARD

OTHER: Mayor Oravec requested that the City Manager and Chief Bolduc meet with Ms. Wilson, Ms. Teixeira, and Ms. Dygas regarding their complaints of a neighborhood dispute on Cadima Street.

OTHER: Councilman Bowen requested a copy of the police reports regarding Flavors Restaurant and Lounge.

OTHER: Mayor Oravec directed Engineering staff to speak with Mr. Romanko regarding traffic management in St. Lucie West.

OTHER: The Council accepted comments for Item 7 e) during Public to be Heard.

6. ADDITIONS OR DELETIONS TO AGENDA AND APPROVAL OF AGENDA

ACTION: Motion passed unanimously to approve the Agenda, with Items 10 c) and 10 d) removed at the request of Councilwoman Martin, and Item 13 d) removed at the request of the Legal Department.

7. APPROVAL OF CONSENT AGENDA

a) APPROVAL OF MINUTES

b) FRIENDS OF THE PORT ST. LUCIE BOTANICAL GARDENS, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE AND BANNERS WITHIN THE CITY'S RIGHTS-OF-WAYS, FOR THEIR ANNUAL GARDEN FESTIVAL AND PLANT SALE "BOTANICA 2016" SCHEDULED FOR FEBRUARY 13 AND 14, 2016, CITY MANAGER

c) IMAGINE NAU CHARTER SCHOOL, REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE WITHIN THE CITY'S RIGHTS-OF-WAYS, TO ANNOUNCE THEIR OPEN ENROLLMENT, CITY MANAGER

d) RIVERLAND/KENNEDY DRI CONCEPTUAL MASTER PLAN, REQUEST APPROVAL OF THE CONCEPTUAL MASTER PLAN REQUIRED BY CONDITION NO. 11 OF THE RIVERLAND/KENNEDY DRI DEVELOPMENT ORDER, P15-148, RIVERLAND/KENNEDY, LLP, PLANNING & ZONING DEPARTMENT

e) **SITE PLAN EXTENSIONS FOR BALLANTRAE WEYBURNE HOMES/TEMPORARY FACILITIES, P07-200; BALLANTRAE SALES CENTER, P07-202; BALLANTRAE TENNIS COURTS, P07-324,** REQUEST TO EXTEND THE CURRENT EXPIRATION DATES TO JUNE 5, 2017, TO BE CONSISTENT WITH THE EXTENSION GRANTED FOR THE BALLANTRAE GOLF AND YACHT CLUB, PENN-FLORIDA CLUB PROPERTIES 1, LLC, PLANNING & ZONING DEPARTMENT

f) **MAJOR SITE PLAN AMENDMENT, BOUGAINVILLEA PLAZA,** LOCATED ON THE NORTHWEST SIDE OF BOUGAINVILLEA AVENUE, SOUTH OF A DRAINAGE RIGHT-OF-WAY, WEST OF SAVONA BOULEVARD, AND NORTH OF GATLIN BOULEVARD, ADD AN ADDITIONAL PARKING LOT TO THE EXISTING PROFESSIONAL PLAZA, P15-187, BOUGAINVILLEA PLAZA, INC., PLANNING & ZONING DEPARTMENT

g) **MINOR SITE PLAN, O'REILLY AUTO PARTS,** LOCATED AT 198 SW PORT ST. LUCIE BOULEVARD, ON THE SOUTH SIDE OF PORT ST. LUCIE BOULEVARD, ON THE NORTH SIDE OF ESSEX DRIVE, AND EAST OF CARY STREET, CONSTRUCTION OF A 7,310 SQ FT AUTOMOTIVE RETAIL SHOP, P14-131, O'REILLY AUTOMOTIVE STORES, INC., PLANNING & ZONING DEPARTMENT

h) **DECLARATION OF SURPLUS ASSETS FOR ON-LINE AUCTION,** AUTHORIZATION FOR SALE AT AN ONLINE AUCTION CONDUCTED BY THE PUBLIC GROUP, LLC, #20160053, PROCUREMENT MANAGEMENT DEPARTMENT

i) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD,** FOR RICHARD FOPIANO, AS A CONSUMER MEMBER, TO A THIRD TERM FOR TWO YEARS, WHICH WILL RUN FROM DECEMBER 2015 THROUGH DECEMBER 2017, BUILDING DEPARTMENT

j) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD,** FOR JASON PARISH, AS THE PLUMBING CONTRACTOR MEMBER, TO A FOURTH TERM FOR TWO YEARS, WHICH WILL RUN FROM DECEMBER 2015 THROUGH DECEMBER 2017, BUILDING DEPARTMENT

k) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD,** FOR JAN GALLO, AS A CONSUMER MEMBER, TO A SECOND TERM FOR TWO YEARS, WHICH WILL RUN FROM SEPTEMBER 2015 THROUGH SEPTEMBER 2017, BUILDING DEPARTMENT

l) **REQUEST FOR RE-APPOINTMENT TO THE CONTRACTORS' EXAMINING BOARD,** FOR GREG OLDAKOWSKI, AS THE GENERAL CONTRACTOR MEMBER, TO A FINAL TERM FOR ONE YEAR, WHICH WILL RUN FROM OCTOBER 2015 THROUGH OCTOBER 2016, BUILDING DEPARTMENT

m) **TREASURE COAST FOOD BANK,** REQUEST FOR CITY SPONSORSHIP FOR THE SOLE PURPOSE OF LOCATING TEMPORARY SIGNAGE

WITHIN THE CITY'S RIGHTS-OF-WAYS FOR THEIR SEAFOOD ON THE SQUARE EVENT SCHEDULED FOR FEBRUARY 6, 2016, CITY MANAGER

n) **WAIVER OF BID, CHAPTER 35.04 (C)**, FOR GOOD CAUSE SHOWN, #20160044, CONSTRUCTION OF A NEW K-9 TRAINING FACILITY AT MCCARTY RANCH PRESERVE, AND ADA UPGRADES TO THE ADJACENT METAL BUILDING, **JOHNSON-LAUX CONSTRUCTION, INC.**, FOR THE UNIT PRICES OFFERED IN THE NATIONAL JOINT POWERS ALLIANCE (NJPA) COOP CONTRACT #FL-WCH01-031814-JLC, FOR A TOTAL AMOUNT OF \$66,732.72, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS FOR 180 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

o) **BOB BARKER COMPANY, INC.**, SURECARE MEDICAL GRADE NITRILE EXAMINATION GLOVES, #20160011, UNIT PRICE OF \$64 PER CASE, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 24 MONTHS WITH A RENEWAL OPTION FOR ONE ADDITIONAL 24-MONTH PERIOD, PROCUREMENT MANAGEMENT DEPARTMENT

p) **WAIVER OF BID, CHAPTER 35.04**, FOR GOOD CAUSE SHOWN, #20160036, PARTICIPATE IN THE NATIONAL IPA CONTRACT #120535 TO PURCHASE 1 NEW TORO WORKMAN HDX HEAVY DUTY UTILITY VEHICLE FOR \$20,857.89; 1 NEW TORO MH400 MATERIAL HANDING UNIT WITH TORO TWIN SPINNER ATTACHMENT FOR \$24,044.16; AND 1 NEW RYAN MATAWAY DETHATCHER FOR \$5,717 FROM **HECTOR TURF**, FOR A TOTAL COST OF \$50,619.05, PROCUREMENT MANAGEMENT DEPARTMENT

q) **LENGEMANN CORPORATION**, GPS SURVEY EQUIPMENT, #20160025, \$32,595, PLUS A ONE-TIME \$10 INDEMNIFICATION FEE, CONTRACT PERIOD IS 60 CALENDAR DAYS, PROCUREMENT MANAGEMENT DEPARTMENT

r) **DECLARATION OF UNITY OF TITLE**, ROBERT L. SPRINGER AND KATHRYN H. SPRINGER, TO COMBINE LOTS 7 AND 8, BLOCK 676, PORT ST. LUCIE SECTION 18, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

s) **DECLARATION OF UNITY OF TITLE**, GREGORY J. FLAHERTY AND FRANCES C. FLAHERTY, TO COMBINE LOTS 21 AND 22, BLOCK 1330, PORT ST. LUCIE SECTION 11, TO ALLOW THE OWNER TO COMBINE THE LOTS INTO ONE PARCEL, LEGAL DEPARTMENT

t) **CO-PRODUCED AGREEMENT**, BETWEEN THE CITY OF PORT ST. LUCIE AND THE FRIENDLY SONS AND DAUGHTERS OF IRELAND, INC., FOR THE ST. PATRICK'S DAY EVENT SCHEDULED ON MARCH 11 & 12, 2016, PARKS AND RECREATION DEPARTMENT

u) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, LAKE FOREST HOMEOWNERS ASSOCIATION**

v) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, BENNINGTON VILLAGE HOMEOWNERS ASSOCIATION**

w) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, STOCKTON VILLAGE HOMEOWNERS ASSOCIATION**

x) **CONCEPTUAL APPROVAL OF TRAFFIC ENFORCEMENT SERVICES WITHIN A GATED COMMUNITY, FIELDSTONE VILLAGE HOMEOWNERS ASSOCIATION**

ACTION: Motion passed unanimously to approve the Consent Agenda, with Item 7 e) pulled for separate discussion.

e) **SITE PLAN EXTENSIONS FOR BALLANTRAE WEYBURNE HOMES/TEMPORARY FACILITIES, P07-200; BALLANTRAE SALES CENTER, P07-202; BALLANTRAE TENNIS COURTS, P07-324, REQUEST TO EXTEND THE CURRENT EXPIRATION DATES TO JUNE 5, 2017, TO BE CONSISTENT WITH THE EXTENSION GRANTED FOR THE BALLANTRAE GOLF AND YACHT CLUB, PENN-FLORIDA CLUB PROPERTIES 1, LLC, PLANNING & ZONING DEPARTMENT**

ACTION: Motion passed unanimously to table Item 7 e) for additional information.

OTHER: Mayor Oravec asked the City Attorney for a legal opinion on anything that would impact the extension of Site Plans.

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

a) **ORDINANCE 16-01, AN ORDINANCE TO REZONE 0.55 ACRES OF PROPERTY LOCATED ON THE SOUTHWEST CORNER OF DOMINA ROAD AND CAMPANA STREET FROM RS-2 (SINGLE FAMILY RESIDENTIAL) TO CS (SERVICE COMMERCIAL) FOR A PROJECT KNOWN AS ARAYA, BERNARDO A. AND KARINA, P15-180; PROVIDING FOR AN EFFECTIVE DATE.**

ACTION: Motion passed unanimously to approve Ordinance 16-01.

9. **OTHER PUBLIC HEARINGS**

a) **PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #456, SE BARON STREET**

ACTION: Motion passed unanimously to approve Item 9 a), Street Lighting Assessment

Area, Boundary #456, SE Baron Street.

b) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #457, SW VOYAGER STREET

ACTION: Motion passed unanimously to approve Item 9 b), Street Lighting Assessment Area, Boundary #457, SW Voyager Street.

OTHER: Mayor Oravec requested that Engineering/Public Works contact Mr. Devito regarding the Traffic Calming Program.

c) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #458, SW GRANVILLE AVENUE

ACTION: Motion passed unanimously to approve Item 9 c), Street Lighting Assessment Area, Boundary #458, SW Granville Avenue.

d) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #459, SE NEWCASTLE TERRACE

ACTION: Motion passed unanimously to approve Item 9 d), Street Lighting Assessment Area, Boundary #459, SE Newcastle Terrace.

e) PORT ST. LUCIE RESIDENTIAL STREET LIGHTING ASSESSMENT AREA, BOUNDARY #460, SE ANCHOR LANE

ACTION: Motion passed unanimously to approve Item 9 e), Street Lighting Assessment Area, Boundary #460, SE Anchor Lane.

10. FIRST READING OF ORDINANCES

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

ACTION: Motion passed unanimously to approve Ordinance 15-59.

OTHER: Mayor Oravec asked the City Attorney to look into providing more information regarding the Ordinance in the heading on the Agenda.

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

ACTION: Motion passed unanimously to approve Ordinance 16-02.

c) ORDINANCE 16-03, AN ORDINANCE AMENDING THE PORT ST. LUCIE

CITY CODE OF ORDINANCES, AMENDING SECTION 61.07, CUSTOMER DEPOSITS; PROVIDING AN EFFECTIVE DATE.

(Clerk's Note: This Item was removed from the Agenda.)

d) **ORDINANCE 16-04**, AN ORDINANCE AMENDING THE PORT ST. LUCIE CITY CODE OF ORDINANCES, AMENDING SECTION 63.25, MISCELLANEOUS POLICIES; PROVIDING AN EFFECTIVE DATE.

(Clerk's Note: This Item was removed from the Agenda.)

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

ACTION: Motion passed unanimously to approve Ordinance 16-05.

11. RESOLUTIONS

a) **RESOLUTION 15-R111, PUBLIC HEARING**, A RESOLUTION GRANTING A SPECIAL EXCEPTION USE PROVIDED FOR IN SECTION 158.124(C)(11) and (12) TO ALLOW AN AUTOMOBILE FUEL SERVICE AND RETAIL CONVENIENCE STORE IN THE CG (GENERAL COMMERCIAL) ZONING DISTRICT FOR CUMBERLAND FARMS (JAMES J. MCGLONE, JR.), LEGALLY DESCRIBED AS LOTS 1 - 8, A PORTION OF LOTS 9 & 10, BLOCK 1482, SECTION 16 AND LOTS 65 - 67, BLOCK 1440, SECTION 15, P15-171; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 15-R111.

b) **RESOLUTION 15-R115**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT FOR CUMBERLAND FARMS AT DARWIN AND PORT ST. LUCIE (P15-157) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA ON THE REQUEST OF JAMES J. MCGLONE JR.; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to table Resolution 15-R115.

c) **RESOLUTION 16-R01**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY AND FINAL PLAT AND THE AMENDED CONSTRUCTION PLANS FOR RIVER PLACE ON THE ST. LUCIE PLAT NO. 8 (P15-121) WITHIN THE CITY OF PORT ST. LUCIE, FLORIDA; ON THE REQUEST OF ECOVILLAGE AT RIVER PLACE, LLC; AUTHORIZING THE MAYOR AND CITY CLERK TO COUNTERSIGN SAID PLAT; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R01.

d) **RESOLUTION 16-R02**, A RESOLUTION APPROVING AND ACCEPTING THE PRELIMINARY SUBDIVISION PLAT FOR VERANO PUD NO. 1 PLAT NO. 17 (THE PRELIMINARY 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.

ACTION: Motion passed unanimously to approve Resolution 16-R02.

e) **RESOLUTION 16-R03**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE, FLORIDA, ACCEPTING A WARRANTY DEED FROM PORT SAINT LUCIE PROPERTIES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, CONCERNING THE CONVEYANCE OF PROPERTY FOR USE AS RIGHT-OF-WAY WITH A SIGNALIZED INTERSECTION AT PORT ST. LUCIE BOULEVARD AND AURELIA AVENUE (REFERENCE P15-088); PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R03.

f) **RESOLUTION 16-R04**, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ST. LUCIE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE TEMPORARY SUBORDINATION OF UTILITY INTEREST DOCUMENTS FOR THE ROAD CONSTRUCTION PROJECT ON MIDWAY ROAD; PROVIDING AN EFFECTIVE DATE.

ACTION: Motion passed unanimously to approve Resolution 16-R04.

12. **UNFINISHED BUSINESS**

There was nothing scheduled under this Item.

13. **NEW BUSINESS**

a) **MINOR SITE PLAN, CUMBERLAND FARMS**, LOCATED ALONG THE WEST SIDE OF PORT ST. LUCIE BOULEVARD BETWEEN SW BIANCA AVENUE AND SW ALEXANDRIA AVENUE, CONSTRUCTION OF AN AUTOMOTIVE FUEL SERVICE STATION WITH A 4,996 SQ FT ONE-STORY RETAIL CONVENIENCE STORE, P15-177, JAMES J. MCGLONE, JR., PLANNING AND ZONING DEPARTMENT

ACTION: Motion passed unanimously to approve Item 13 a).

b) **TEMPORARY FOOD COURT ON WHEELS PILOT PROGRAM**, DISCUSSION AND APPROVAL REQUEST, ASSISTANT CITY MANAGER/COMMUNITY DEVELOPMENT DIRECTOR HOLBROOK

ACTION: Motion passed unanimously to approve Item 13 b).

OTHER: Councilwoman Martin requested that the Assistant City Manager/Community Development Director report back to the Council after the first month of the Temporary Food Court on Wheels Pilot Program.

c) **DISCUSSION TO ALLOW AN EXEMPTION TO SINGLE-FAMILY RESIDENCES BUILT BEFORE CURRENT ZONING CODE, WHICH DO NOT MEET THE MINIMUM LIVING AREA AS DESCRIBED IN ZONING CODE SECTION 158.060(H), VICE MAYOR BARTZ**

OTHER: It was the consensus of the Council that this Item come back as an Ordinance for first reading.

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

(Clerk's Note: This Item was removed at the request of the Legal Department.)

14. **DETERMINATION OF EXCUSED ABSENCES**

a) **COUNCILWOMAN BERGER, REGULAR CITY COUNCIL MEETING JANUARY 11, 2016**

ACTION: Motion passed unanimously to approve Item 14 a).

15. **CITY MANAGER'S REPORT**

OTHER: Mayor Oravec requested that the City Attorney provide a written opinion whether the Sign Code and special events signs in the right-of-way are compliant with constitutional law, in the wake of the Supreme Court decision rendered on June 8, 2015, in Reed V. Town of Gilbert.

16. **COUNCILMEMBERS REPORT ON COMMITTEE ASSIGNMENTS**

OTHER: Mayor Oravec requested that a Special Meeting be held to discuss the article regarding the public records response, VGTI, and the Crosstown Parkway.

ATTACHMENT

“3”

(to City Council Agenda Memorandum)

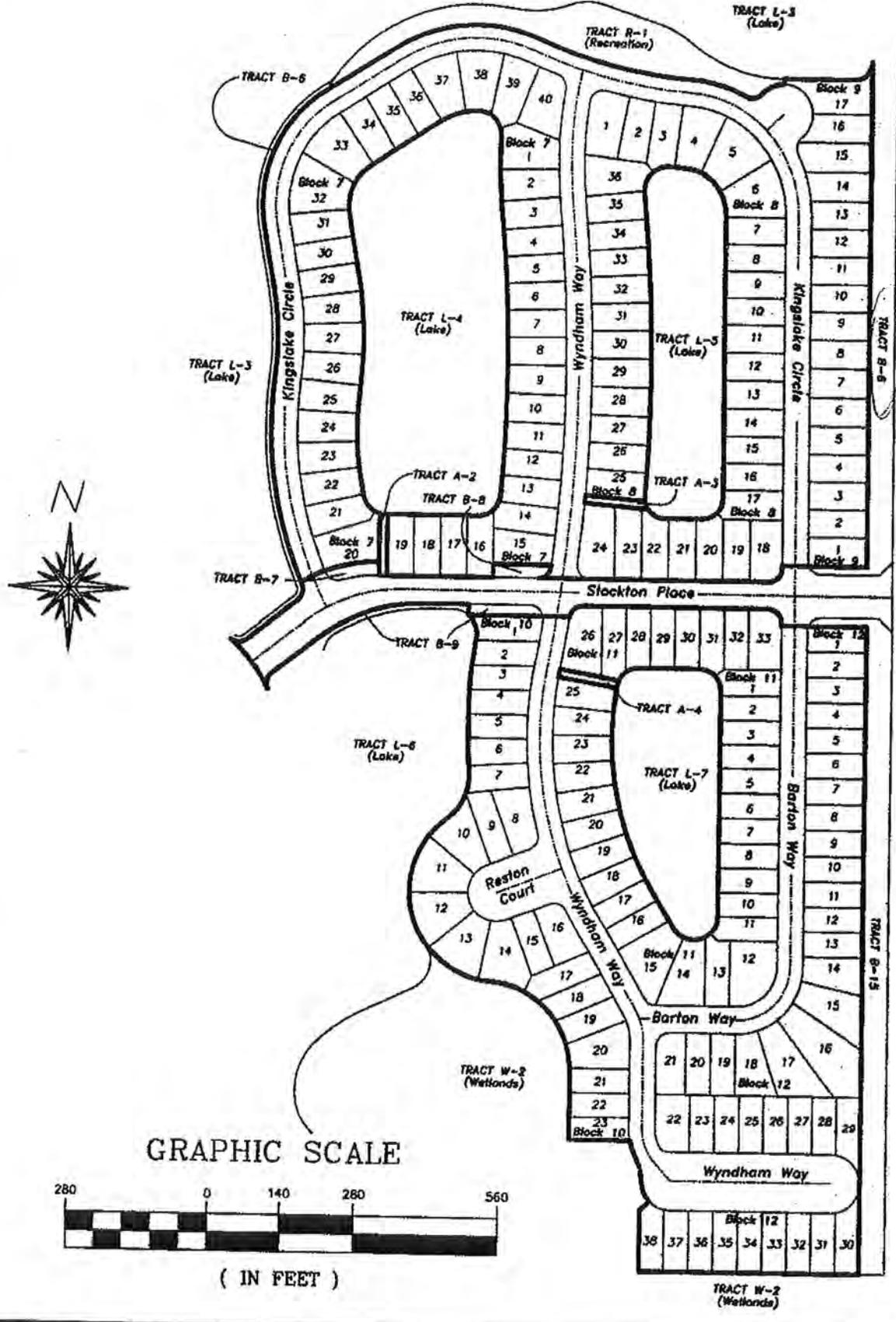


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EXHIBIT "F"

TRADITION PLAT No. 19 - TOWNPARK PHASE ONE STOCKTON VILLAGE





CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 7W
Meeting Date: 1/25/16

TO: Mayor and City Council

THRU: Jeff Bremer, City Manager *JB*

THRU: Pam Booker, City Attorney *PB*

FROM: Brennan Keeler, Staff Attorney *BK*

Agenda Item: Motion: Stockton Village HOA – Request for Conceptual Approval of Traffic Enforcement Services within a Gated Community

Submittal Date: 1/12/2016

STRATEGIC PLAN LINK: Principle 3 – Friendly Community for All Ages: All residents and visitors feel safe and secure throughout the city.

BACKGROUND: The Stockton Village Homeowners Association ("HOA") is requesting conceptual approval for traffic enforcement jurisdiction to be conferred upon the Port St. Lucie Police Department ("PSLPD") within Stockton Village. Prior to the City and HOA engaging in discussions, City Council must approve the concept of expending the City's law enforcement resources on traffic enforcement of private roads located within the HOA. If approved, the City's Legal and Police Departments will draft a traffic enforcement agreement to be approved by the HOA before coming back for final approval by City Council.

ANALYSIS: A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement.

FINANCIAL INFORMATION: PSLPD may charge for the actual costs of providing traffic control and enforcement within Stockton Village.

LEGAL INFORMATION: Approved by Staff Attorney Brennan Keeler on 12/1/2015 as to form.

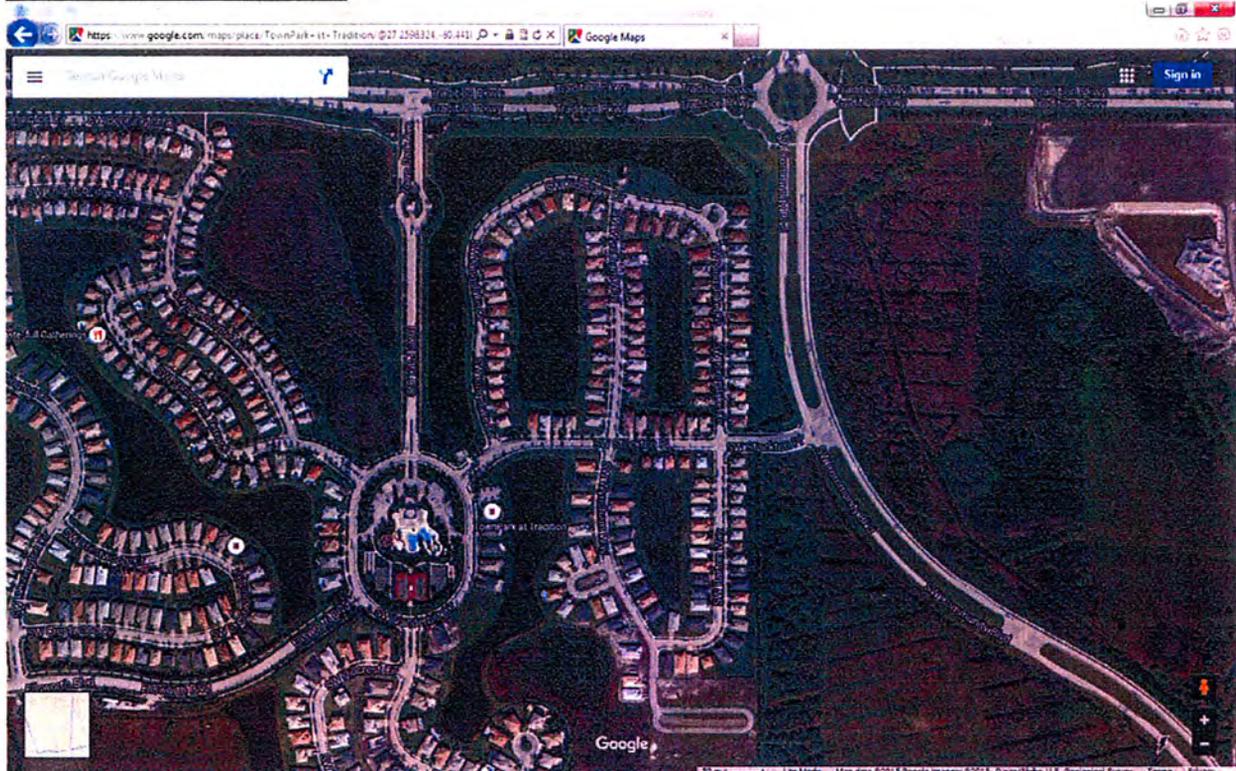
STAFF RECOMMENDATION: Approval.

SPECIAL CONSIDERATION: A written agreement is required by Section 316.006(2)(b), Florida Statutes, in order for the PSLPD to enforce traffic laws of the state within Stockton Village.

PRESENTATION INFORMATION: 5 minutes (if needed).

REQUESTED MEETING DATE: 1/25/2016

LOCATION OF PROJECT:



ATTACHMENTS: 1. Stockton Village HOA Minutes – July 21, 2015

2. Stockton Village Roadways

cc: John Bolduc, Police Chief, PSLPD

RECEIVED
JAN 20 2016
CITY MANAGER'S OFFICE

Stockton Village Homeowners Association, Inc.
Board of Director's Meeting Agenda
July 21, 2015 at 7:00 PM
Multi-Purpose Room at the Club

Minutes

Call to Order: The meeting was called to order at 7:03 p.m. by Mary Milmore, President.

Roll Call: Those present were Mary Milmore, President, Cliff Karr, Vice-President, Frank Carapazza, Treasurer, John Slicher, Secretary, and Dennis Keane, Director.

Unfinished Business:

Sign Receipt for Document Transfer: Mary Milmore signed and presented the Document Transfer Receipt to Janet Kroll, Minto representative.

New Business:

Advisory Committees: Finance/Budget, Landscaping: Motion by Mary Milmore, seconded by Frank Carapazza to appoint H. Rothman, T. Channon, D. Christopher to the Finance/Budget Committee. **All in favor. Motion passed.**

Mary Milmore announced the following Board Member Committee Liaisons.

Compliance – Cliff Karr
Finance/Budget – Frank Carapazza
Landscape – John Slicher
TP Master ARC – Dennis Keane

Continuing Stockton Village Traffic Agreement with City of Port St Lucie: Motion by Mary Milmore, seconded by Cliff Karr to have the state traffic laws enforced by the City of Port St. Lucie Police Department on the private roads controlled by the Association. **All in favor. Motion passed.**

Reports of Director's and Committees:

- President's Report – Sales Update, Official Records & Documents (report attached)
- Vice-President's Report – Contracts Status, Street Lights (FPL pole & box #'s) (report attached)
- Treasurer's Report – Financial Report, Bank Signatory, Electronic Billing (report attached)
- Secretary's Report – Motion by John Slicher, seconded by Mary Milmore to have all Directors sign Code of Ethics. **All in favor. Motion passed.** Board Member Contact Information, Board Member Certification (report attached)
- Director At Large Report – House #'s, Irrigation Database (report attached)

Stockton Village Board of Director's minutes 7.21.2015 page 2

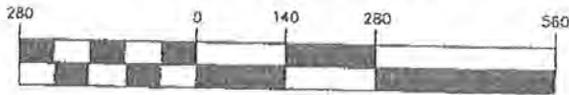
Audience Comments: Discussion was held regarding FPL street lights, street light conversion to LED, Minto second asphalt lift, Minto curb repair, Minto sidewalk repair, reserve funds, Board of Director Insurance, and availability of meeting minutes.

Adjournment: Motion by Mary Milmore, seconded by Cliff Karr, to adjourn the meeting at 8:03 p.m.

EXHIBIT "F"
TRADITION PLAT No. 19 -
TOWNPARK PHASE ONE
STOCKTON VILLAGE



GRAPHIC SCALE



(IN FEET)

Select Year:

The 2016 Florida Statutes

[Title XXIII](#)
MOTOR VEHICLES

[Chapter 316](#)
STATE UNIFORM TRAFFIC CONTROL

[View Entire Chapter](#)

316.006 Jurisdiction.— Jurisdiction to control traffic is vested as follows:

(1) STATE.—The Department of Transportation shall have all original jurisdiction over all state roads throughout this state, including those within the grounds of all state institutions and the boundaries of all dedicated state parks, and may place and maintain such traffic control devices which conform to its manual and specifications upon all such highways as it shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

→ (2) MUNICIPALITIES.—

(a) Chartered municipalities shall have original jurisdiction over all streets and highways located within their boundaries, except state roads, and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A municipality may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located within its boundaries if the municipality and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the municipality, for municipal traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in such an agreement.

2. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by municipalities under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority. Such jurisdiction includes regulation of access to such road or roads by security devices or personnel.

3. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. [316.123](#).

4. The board of directors of a homeowners' association as defined in chapter 720 may, by majority vote, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association.

(c) Notwithstanding any other provisions of law to the contrary, a municipality may, by interlocal agreement with a county, agree to transfer traffic regulatory authority over areas within the municipality to the county.

This subsection shall not limit those counties which have the charter powers to provide and regulate arterial, toll, and other roads, bridges, tunnels, and related facilities from the proper exercise of those powers by the placement and maintenance of traffic control devices which conform to the manual and specifications of the Department of Transportation on streets and highways located within municipal boundaries.

(3) COUNTIES.—

(a) Counties shall have original jurisdiction over all streets and highways located within their boundaries, except all state roads and those streets and highways specified in subsection (2), and may place and maintain such traffic control devices which conform to the manual and specifications of the Department of Transportation upon all streets and highways under their original jurisdiction as they shall deem necessary to indicate and to carry out the provisions of this chapter or to regulate, warn, or guide traffic.

(b) A county may exercise jurisdiction over any private road or roads, or over any limited access road or roads owned or controlled by a special district, located in the unincorporated area within its boundaries if the county and party or parties owning or controlling such road or roads provide, by written agreement approved by the governing body of the county, for county traffic control jurisdiction over the road or roads encompassed by such agreement. Pursuant thereto:

1. Provision for reimbursement for actual costs of traffic control and enforcement and for liability insurance and indemnification by the party or parties, and such other terms as are mutually agreeable, may be included in such an agreement.

2. Prior to entering into an agreement which provides for enforcement of the traffic laws of the state over a private road or roads, or over any limited access road or roads owned or controlled by a special district, the governing body of the county shall consult with the sheriff. No such agreement shall take effect prior to October 1, the beginning of the county fiscal year, unless this requirement is waived in writing by the sheriff.

3. The exercise of jurisdiction provided for herein shall be in addition to jurisdictional authority presently exercised by counties under law, and nothing in this paragraph shall be construed to limit or remove any such jurisdictional authority.

4. Any such agreement may provide for the installation of multiparty stop signs by the parties controlling the roads covered by the agreement if a determination is made by such parties that the signage will enhance traffic safety. Multiparty stop signs must conform to the manual and specifications of the Department of Transportation; however, minimum traffic volumes may not be required for the installation of such signage. Enforcement for the signs shall be as provided in s. [316.123](#).

5. The board of directors of a homeowners' association as defined in chapter 720 may, by majority vote, elect to have state traffic laws enforced by local law enforcement agencies on private roads that are controlled by the association.

(c) If the governing body of a county abandons the roads and rights-of-way dedicated in a recorded residential subdivision, and simultaneously conveys the county's interest therein to a homeowners' association for the subdivision in the manner prescribed in s. [336.125](#), that county's traffic control jurisdiction over the abandoned and conveyed roads ceases unless the requirements of paragraph (b) are met.

Notwithstanding the provisions of subsection (2), each county shall have original jurisdiction to regulate parking, by resolution of the board of county commissioners and the erection of signs conforming to the manual and specifications of the Department of Transportation, in parking areas located on property

owned or leased by the county, whether or not such areas are located within the boundaries of chartered municipalities.

(4) LEGISLATIVE DECLARATION.—The Legislature hereby finds and declares that the exercise by an authority of the powers conferred by written agreement pursuant to the provisions of chapter 87-88, Laws of Florida, serves a valid public purpose and function for which public credit may be pledged and public money may be expended.

History.—s. 1, ch. 71-135; s. 1, ch. 71-982; s. 2, ch. 79-246; ss. 1, 3, ch. 87-88; s. 32, ch. 94-306; s. 101, ch. 2002-20; s. 1, ch. 2002-235; s. 1, ch. 2005-34; s. 2, ch. 2005-164; s. 6, ch. 2006-290; s. 43, ch. 2007-5.

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CITY OF PORT ST LUCIE

COUNCIL AGENDA MEMORANDUM

Agenda Item #: 131
Meeting Date: 10/10/16

TO: Mayor and City Council

THRU: Patricia Roebing, P.E., Interim City Manager

FROM: O. Reginald Osenton, City Attorney 

Agenda Item: Motion: Request an Attorney/Client Session with the City Council to discuss pending litigation in the matter of *City of Port St. Lucie, Florida v. Vaccine and Gene Therapy Institute of Florida*, Case No.: 2015-CA-000858

Submittal Date: 10/4/2016

STRATEGIC PLAN LINK: This item is consistent with the Port St. Lucie Mission "D" - Acting in a Financially Responsible Manner.

BACKGROUND: Pursuant to Section 286.011(8), Florida Statutes, I hereby request an Attorney/Client Session with the City Council to discuss the pending litigation in the matter of *City of Port St. Lucie, Florida v. Vaccine and Gene Therapy Institute of Florida*, Case No.: 2015-CA-000858.

ANALYSIS: Section 286.011(8), Florida Statutes, requires that the request for an Attorney/Client Session be made at a public meeting.

FINANCIAL INFORMATION: N/A

LEGAL INFORMATION: Requested by O. Reginald Osenton, City Attorney.

STAFF RECOMMENDATION: Approval of request.

SPECIAL CONSIDERATION: The meeting will be scheduled at a mutually convenient time for the Mayor and the Council members.

PRESENTATION INFORMATION: N/A

REQUESTED MEETING DATE: 10/10/2016

LOCATION OF PROJECT: N/A

ATTACHMENTS: There are no attachments.

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CITY MANAGER'S OFFICE

ADDENDUM

COUNCIL ITEM 14A
DATE 10/10/16



MEMORANDUM

TO: MAYOR, CITY COUNCIL, AND CITY MANAGER
FROM: RON BOWEN, COUNCILMAN *CF & RB.*
SUBJECT: EXCUSED ABSENCE
DATE: 10/10/2016

This memo serves to request an excused absence from the Special City Council meeting on October 5, 2016. I was unable to attend due to necessary storm preparations.

Thank you,

RB/cf

RECEIVED

OCT 10 2016

CITY MANAGER'S OFFICE